



**FREMONT COUNTY
BOUNDARY LINE ADJUSTMENT / LOT LINE ADJUSTMENT /
VACATION OF INTERIOR LOT LINE APPLICATION**

A Lot Line Adjustment (LLA) is normally an administrative process which allows for the adjustment of lot lines and adjoining easements between two or more adjacent properties, at least one of which has been legally platted as a lot of record.

A Boundary Line Adjustment (BLA) is normally an administrative process which allows for the adjustment of property lines and adjoining easements between two or more adjacent properties. All properties shall be a metes and bounds legal description.

A Vacation of Interior Lot Line (VILL) is normally an administrative process which allows for the vacation of interior lot lines and adjoining easements between two or more adjacent platted lots of record. A Vacation of Interior Lot Line application may be approved based on review of the Planning Director, where the proposed vacation does not substantially modify the originally platted subdivision

Under certain circumstances, approval of any application may require review by the Fremont County Planning Commission and approval by the Fremont County Board of County Commissioners. In such a circumstance an additional review fee is required.

The applicant shall provide **one (1) original document, one (1) copy, and an electronic copy (either CD or flash/thumb drive)** and all of its attachments at the time of application submittal. Also, an electronic copy (PDF) of all documents and drawings shall be supplied at time of submittal. **Only complete applications will be accepted.** After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter), which will state the submittal deficiencies that must be addressed by the applicant, Department comments and or questions about the application.

An application fee set by the Board of County Commissioners (Board) shall accompany this application. Contact Planning and Zoning Department for fee amount.

The Department of Planning and Zoning, Planning Commission, and or Board of County Commissioners may require additional information, documentation or evidence as deemed necessary by the same regarding this application.

Please mark which application you are applying for:

Lot Line Adjustment Boundary Line Adjustment Vacation of Interior Lot Line and/or Easements

Once the property is established as "a" and "b", be sure to use the same reference throughout the application. This form was designed to accommodate two properties, if additional properties are involved please provide information on additional pages as attachments.

1. Please provide the name, mailing address, telephone number and e-mail address for each property owner of each property involved in the LLA/BLA/VILL application:

a. Name: DOMINIC BELLINO
Mailing Address: 1241 FREMONT COUNTY ROAD 13A
Telephone Number: (720) 645-4814 Facsimile Number: _____
Email Address: _____

b. Name: JIMMY WALKER JR.
Mailing Address: 1058 FREMONT COUNTY ROAD 13A
Telephone Number: _____ Facsimile Number: _____
Email Address: JW HUNTER 4 @ GMAIL . COM

c. Consulting Firm Name: DAVID S. LOUIE PLS
Mailing Address: P.O. BOX 493 WINHEMUCCA, NV. 89446
Telephone Number: (775) 304-8109 Facsimile Number: _____
Email Address: PLS 11436 @ I CLOUD . COM

2. The proposed plat title is BELLINO / WALKER BOUNDARY LINE ADJUSTMENT

3. The total number of properties involved prior to this application are THREE

4. The total number of lots as a result of this application are THREE

5. Ratification:

As per the Fremont County Subdivision Regulations (XIV., F., 4.) an executed Ratification, Consent and Release Form (*forms are provided by the Department for execution*) shall be provided for each outstanding mortgage, deed of trust, lien, judgment or the like for each property involved in a LLA/BLA/VILL application prior to final approval by the Department. Will any property involved in this application require a form to be executed and submitted? Yes No

6. What is the current Zone District for each involved property? Zone verification may be completed through the Planning and Zoning Office prior to application submittal.

a. This property is located in the AGRICULTURAL ESTATES Zone District.

b. This property is located in the AGRICULTURAL ESTATES Zone District.

7. In accordance with the Fremont County Zoning Resolution (2.4.3), properties involved in a LLA/BLA/VILL that are not located in the same Zone District must process a Zone Change Application if the property receiving land is proposed to be enlarged by more than twenty-five

percent of the existing land area. Will this application require a zone change process? Yes No. If yes, then the zone change must be completed prior to approval of this application.

8. A submittal fee of \$ 600⁰⁰ is attached to this application (Check # _____ cash)

By signing this application you are certifying that the above information is true and correct to the best of your knowledge and belief. It also serves as your acknowledgment that you understand that if any information provided in or attached to this application is untrue or inaccurate this application may be rendered null and void.

Fremont County Subdivision Regulations contain all descriptions of requirements for each application. Lot Line Adjustment and Boundary Line Adjustment can be found in section XIV. Vacation of Interior Lot Line & Utility Easement can be found in Section XIII.

The applicant has reviewed all regulations in regards to the necessary requirements and understands the impact of this application.

a. Property "a" Owner Signature William P Bello III Date 12-28-23

b. Property "b" Owner Signature Young Walker Jr. Date 12-28-23

Required Attachments:

- _____ Application _____ Current Deeds _____ Application Fee _____
- _____ Title Commitment (dated within 30 days of submittal)
- _____ Copies of all exceptions from Schedule B of title Commitment
- _____ Ratifications (will be required prior to recording, form will be provided by county to applicant)
- _____ Plat (LLA / VILL) Deeds (BLA)
- _____ Plat/Map w/ Improvements or Improvement statement
- _____ Utility / Easement Notifications (certified mail receipts)
- _____ Closure sheets for each lot
- _____ Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

QUITCLAIM DEED

THIS DEED made this 17th day of February, 2011, between Melissa M. Walker, of the County of Pueblo and State of Colorado, Grantor, and Jimmy J. Walker, Jr., whose legal address is 1053 Fremont County Road 13-A, Florence, CO 81226, Grantee.

WITNESSETH, that the Grantor, for and in consideration of a division of marital property, in an action for a dissolution of marriage in Fremont County District Court, Case No. 10DR233, Division 4; hereby has remise, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, lying and being in the County of Fremont and State of Colorado, described as follows: **Lot 2, Goulden Subdivision,**

also known by street and number as: **1053 Fremont County Road 13-A, Florence, CO 81226**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee his heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on this 17th day of February, 2011.

Melissa M. Walker
Melissa M. Walker, Grantor

STATE OF COLORADO)
)ss.
COUNTY OF Fremont)

STATE DOCUMENTARY FEE
Date FEB 28 2011
Amount \$ 0

The foregoing instrument was acknowledged before me this 17 day of Feb, 2011, by Melissa M. Walker.

Witness my hand and official seal.

My commission expires: 12-31-13

Dianna Van Dyke
Dianna Van Dyke
Notary Public



QUITCLAIM DEED

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WITNESSETH, that the Grantor, for and in consideration of a division of marital property, in an action for a dissolution of marriage in Fremont County District Court, Case No. 10DR233, Division 4; hereby has remise, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, lying and being in the County of Fremont and State of Colorado, described as follows: Lot 1, Goulden Subdivision,

also known by street and number as: 1055 Fremont County Road 13-A, Florence, CO 81226

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee his heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on this 17th day of February, 2011.

Melissa M. Walker
Melissa M. Walker, Grantor

STATE OF COLORADO)
)ss.
COUNTY OF Fremont)

STATE DOCUMENTARY FEE
Date FEB 28 2011
Amount \$ 8

The foregoing instrument was acknowledged before me this 17 day of Feb, 2011, by Melissa M. Walker.

Witness my hand and official seal.

My commission expires: 12-31-13

Dianna Van Dyke
Dianna Van Dyke
Notary Public



File
5.05
43

Warranty Deed

Know all Men by these Presents, That

GARY TADOLINI
of the County of FREMONT and State of COLORADO for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and convey to DOMINIC PHILLIP BELLINO, III AND DEANNA SUE BELLINO

of the County of FREMONT and State of COLORADO *in Joint Tenancy*, whose mailing address is 1016 W 4th ST. Florence, Colorado 81228

following Real Property situate in the County of FREMONT and State of Colorado, (Assessor's Schedule Number 991 04 382) to-wit:

LOT 2, TADOLINI BOUNDARY LINE ADJUSTMENT

EXCEPT a twenty foot easement lying 10 feet on either side of the following described line for a waterline in Lot 2, Tadolini
A boundary line Adjustment, recorded in Book 1004, page 100

Beginning at a point on the North line of said Lot 2, from which the Northwest corner of said Lot bears North 88 degrees 36'31" West a distance of 114.47 feet;
thence South 46 degrees 19'34" East a distance of 60.44 feet;
thence South 07 degrees 48'36" East a distance of 87.41 feet to a point where the line splits, one to the West and one to the South;
the following two courses are for a line to the West;
South 78 degrees 18'39" West a distance of 93.43 feet;
South 76 degrees 39'12" West a distance of 79.71 feet;

the following two courses are for a line to the South;
South 07 degrees 23'47" East a distance of 109.76 feet;
South 03 degrees 48'40" East a distance of 106.03 feet;

with all its appurtenances and warrant(s) the title to the same, subject to conditions, covenants, easements, restrictions, reservations of record, if any, and general taxes and assessments for the year 1992 and all subsequent years.

Signed and delivered this 7 day of February, 19 92

Gary Tadolini
Gary Tadolini

STATE DOCUMENTARY FEE
Date FEB 12 1992
Amount \$ 1.20

STATE OF Colorado } ss. The foregoing instrument was acknowledged before me
County of Fremont }
this 7 day of February, 19 92
by Gary Tadolini

Witness my hand and official seal

20

79



**FREMONT COUNTY'S
COLORADO DIVISION OF WATER RESOURCES
INFORMATION FORM FOR
SPECIAL USE, ZONING, AND OTHER LAND USE ACTIONS**

The Fremont County Department of Planning & Zoning (Department) is required to submit proposed land use actions to the State Engineer's Office (SEO) at the Colorado Division of Water Resources (CDWR). The SEO is responsible for providing an opinion regarding material injury likely to occur to decreed water rights by virtue of diversion of water necessary or proposed to be used to supply the proposed land use action.

This CDWR information Form must be filled out completely and accurately to ensure that the submittal to the CDWR regarding this proposed land use action includes the necessary information required by that agency. The CDWR has 21 days to respond to County submittals. Incomplete submittals will be returned to the County for additional information and then must be resubmitted to the CDWR.

Please note that the CDWR timeframe for review may not coincide with the County deadlines or meetings, and if the CDWR requires additional information, further delays may occur.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (as an example, the first attached document providing evidence in support of the answer given at application item number 8 would be marked - Exhibit CDWR-8.1, the fifth attached document supporting the narrative provided for application item 8 would be marked - Exhibit CDWR-8.5). Exhibit numbers should be placed in the lower right hand area of the exhibit.

1. Name of proposed project: BELLINO - WALKER LOT LINE ADJUSTMENT
2. Provide a map of proposed improvements with an identified location that includes a quarter-quarter, section, township, range and principle meridian (T14S).
3. Legal description of subject property: LOT 3 OF THE ABOVE MENTIONED LOT LINE ADJUSTMENT
4. What is the size of the existing parcel? 6.08 Acres --- Square feet
5. What are the proposed uses of the subject property?
 Residential Only
 Commercial
 Commercial and Residential
6. What are the current uses of water on this parcel?
 - a. Are there any established uses that require water? Yes --- No
 - b. Number of existing homes: 1

If one or more, date this use was established: _____

c. Home lawn / garden irrigation: Yes --- No

If yes, amount: 2000 Acres --- Square feet

Date this use was established: 10/1994

d. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? (Circle one)

If yes, date this use was established: _____

e. Other uses: None

Dates established: _____

7. What will be the proposed uses of water for this parcel?

a. Number of proposed homes (including the home above if it will remain): 1

b. Lawn / garden watering, amount: 2000 Acres --- Square feet

c. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? (Circle one)

d. Number of Employees per day: NA Number of days open per year: _____

e. Number of Customers per day: NA Number of days open per year: _____

f. Bed / Breakfast Customers per day: NA Number of days open per year: _____

g. Describe other water needs: None

8. Source of water for the uses described above: (If more than one source is utilized for parcel, describe which sources will supply which proposed uses)

Existing water tap - no changes

a. Is Municipal water available to parcel: Yes --- No

b. Is water available to parcel from an independent water district? Yes --- No

c. Are the uses described above proposed to be provided water by a municipality?

Yes -- No

Name of provider: City of Florence - same as currently

d. Is water hauled: Yes --- No

e. Is there an existing permitted well?: Yes --- No

If yes, permit number: _____

f. Is there a Substitute Water Supply Plan? (Substitute water supply plans provide water users a mechanism to replace out-of-priority depletions on an interim basis.)

Yes --- No

If yes, name of plan: _____

g. Is there an unregistered well? Yes --- No

h. Is there a Surface Spring? Yes --- No

If yes, Court Adjudication Number and Spring Name: _____

9. What is the Waste Water Method?

Municipal

Septic with Leach Field

Closed Vault, Waste Water hauled to: _____

By signing this form, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the form and any attachments to the form, is true and correct to the best of Applicant's knowledge and belief.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Department regarding the Application to be null and void.

Signing this form is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this form, provided that the same is in conformance with the Fremont County Zoning Resolution.

DAVID S. LOUK PLS
Applicant Printed Name

Signature

1-30-24
Date

Dominic P Bellino III
Property Owner Printed Name
(If different from applicant)

Signature

1-26-24
Date



**FREMONT COUNTY'S
COLORADO DIVISION OF WATER RESOURCES
INFORMATION FORM FOR
SPECIAL USE, ZONING, AND OTHER LAND USE ACTIONS**

The Fremont County Department of Planning & Zoning (Department) is required to submit proposed land use actions to the State Engineer's Office (SEO) at the Colorado Division of Water Resources (CDWR). The SEO is responsible for providing an opinion regarding material injury likely to occur to decreed water rights by virtue of diversion of water necessary or proposed to be used to supply the proposed land use action.

This CDWR information Form must be filled out completely and accurately to ensure that the submittal to the CDWR regarding this proposed land use action includes the necessary information required by that agency. The CDWR has 21 days to respond to County submittals. Incomplete submittals will be returned to the County for additional information and then must be resubmitted to the CDWR.

Please note that the CDWR timeframe for review may not coincide with the County deadlines or meetings, and if the CDWR requires additional information, further delays may occur.

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1. Name of proposed project: BELLINO - WALKER LOT LINE ADJUSTMENT
2. Provide a map of proposed improvements with an identified location that includes a quarter-quarter, section, township, range and principle meridian (PLSS).
3. Legal description of subject property: LOT 1 AND LOT 2 OF THE ABOVE MENTIONED LOT LINE ADJUSTMENT
4. What is the size of the existing parcel? 2⁰² AND 1⁶³ Acres --- Square feet
5. What are the proposed uses of the subject property?
 Residential Only
 Commercial
 Commercial and Residential
6. What are the current uses of water on this parcel?
 - a. Are there any established uses that require water? Yes --- No
 - b. Number of existing homes: 1 Per lot

If one or more, date this use was established: _____

c. Home lawn / garden irrigation: Yes --- No

If yes, amount: 120 Acres --- Square feet

Date this use was established: 2000

d. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? (Circle one)

If yes, date this use was established: _____

e. Other uses: None

Dates established: _____

7. What will be the proposed uses of water for this parcel?

a. Number of proposed homes (including the home above if it will remain): 1 per lot

b. Lawn / garden watering, amount: 120 Acres --- Square feet

c. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? (Circle one)

d. Number of Employees per day: NA Number of days open per year: _____

e. Number of Customers per day: NA Number of days open per year: _____

f. Bed / Breakfast Customers per day: NA Number of days open per year: _____

g. Describe other water needs: None

8. Source of water for the uses described above: (If more than one source is utilized for parcel, describe which sources will supply which proposed uses) Existing

Water Taps / No changes

a. Is Municipal water available to parcel: Yes --- No

b. Is water available to parcel from an independent water district? Yes --- No

c. Are the uses described above proposed to be provided water by a municipality?

Yes -- No

Name of provider: City of Florence / same as current

- d. Is water hauled: Yes --- No
e. Is there an existing permitted well?: Yes --- No

If yes, permit number: _____

- f. Is there a Substitute Water Supply Plan? *(Substitute water supply plans provide water users a mechanism to replace out-of-priority depletions on an interim basis.)*
 Yes --- No

If yes, name of plan: _____

- g. Is there an unregistered well? Yes --- No

- h. Is there a Surface Spring? Yes --- No

If yes, Court Adjudication Number and Spring Name: _____

9. What is the Waste Water Method?

- Municipal
 Septic with Leach Field
 Closed Vault. Waste Water hauled to: _____

By signing this form, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the form and any attachments to the form, is true and correct to the best of Applicant's knowledge and belief.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Department regarding the Application to be null and void.

Signing this form is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this form, provided that the same is in conformance with the Fremont County Zoning Resolution.

DAVID S. LOUK, PLS *D.S. Louk* 1-30-24
Applicant Printed Name Signature Date

Jimmy Eha Walker JR *Jimmy Eha Walker Jr* 1-26-24
Property Owner Printed Name Signature Date
(If different from applicant)

Bellino LLA Boundary Closure

North: 1201471.8256' East: 3103280.4414'

Segment #1 : Line

Course: N0° 09' 56"W Length: 358.121'
North: 1201829.9451' East: 3103279.4066'

Segment #2 : Line

Course: N90° 00' 00"W Length: 332.186'
North: 1201829.9451' East: 3102947.2206'

Segment #3 : Line

Course: N0° 12' 07"W Length: 610.305'
North: 1202440.2463' East: 3102945.0695'

Segment #4 : Line

Course: S89° 47' 08"E Length: 507.740'
North: 1202438.3460' East: 3103452.8060'

Segment #5 : Line

Course: S8° 31' 42"E Length: 871.440'
North: 1201576.5418' East: 3103582.0392'

Segment #6 : Line

Course: S70° 51' 10"W Length: 319.260'
North: 1201471.8256' East: 3103280.4410'

Perimeter: 2999.052' Area: 424074.52 Sq. Ft.
Error Closure: 0.0004 Course: S88° 52' 06"W
Error North: -0.00001 East: -0.00038

Precision 1: 7497630.000

LOT 1

North: 1201829.9450' East: 3102947.2210'

Segment #1 : Line

Course: N0° 12' 07"W Length: 610.305'
North: 1202440.2462' East: 3102945.0699'

Segment #2 : Line

Course: S89° 47' 08"E Length: 237.577'
North: 1202439.3571' East: 3103182.6453'

Segment #3 : Line

Course: S0° 09' 56"E Length: 341.410'
North: 1202097.9485' East: 3103183.6318'

Segment #4 : Line

Course: N90° 00' 00"W Length: 212.355'
North: 1202097.9485' East: 3102971.2768'

Segment #5 : Line

Course: S0° 12' 07"E Length: 268.005'
North: 1201829.9451' East: 3102972.2214'

Segment #6 : Line

Course: N90° 00' 00"W Length: 25.000'
North: 1201829.9451' East: 3102947.2214'

Perimeter: 1694.653' Area: 87877.98 Sq. Ft.
Error Closure: 0.0004 Course: N73° 48' 17"E
Error North: 0.00011 East: 0.00037

Precision 1: 4236630.000

LOT 2

North: 1201829.9517' East: 3103244.4064'

Segment #1 : Line

Course: S89° 59' 55"W Length: 272.185'
North: 1201829.9451' East: 3102972.2214'

Segment #2 : Line

Course: N0° 12' 07"W Length: 268.005'
North: 1202097.9484' East: 3102971.2768'

Segment #3 : Line

Course: N90° 00' 00"E Length: 212.355'
North: 1202097.9484' East: 3103183.6318'

Segment #4 : Line

Course: S45° 00' 00"E Length: 85.099'
North: 1202037.7743' East: 3103243.8059'

Segment #5 : Line

Course: S0° 09' 56"E Length: 207.824'
North: 1201829.9512' East: 3103244.4064'

Perimeter: 1045.468' Area: 71163.29 Sq. Ft.
Error Closure: 0.0005 Course: S2° 44' 35"W
Error North: -0.00048 East: -0.00002

Precision 1: 2090936.000

LOT 3

North: 1201471.8256' East: 3103280.4414'

Segment #1 : Line

Course: N0° 09' 56"W Length: 358.121'
North: 1201829.9451' East: 3103279.4066'

Segment #2 : Line

Course: N89° 59' 21"W Length: 35.000'
North: 1201829.9517' East: 3103244.4066'

Segment #3 : Line

Course: N0° 09' 56"W Length: 207.824'
North: 1202037.7748' East: 3103243.8061'

Segment #4 : Line

Course: N45° 00' 00"W Length: 85.099'
North: 1202097.9489' East: 3103183.6320'

Segment #5 : Line

Course: N0° 09' 56"W Length: 341.410'
North: 1202439.3575' East: 3103182.6455'

Segment #6 : Line

Course: S89° 47' 08"E Length: 270.163'
North: 1202438.3463' East: 3103452.8066'

Segment #7 : Line

Course: S8° 31' 42"E Length: 871.440'
North: 1201576.5422' East: 3103582.0399'

Segment #8 : Line

Course: S70° 51' 10"W Length: 319.260'
North: 1201471.8260' East: 3103280.4417'

Perimeter: 2488.317' Area: 265032.20 Sq. Ft.
Error Closure: 0.0005 Course: N35° 36' 26"E
Error North: 0.00038 East: 0.00027

Precision 1: 4976634.000

9589 0710 5270 0753 5180 81

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.
Florence, CO 81226

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$3.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.65
Total Postage and Fees	\$5.05



Sent To FLORENCE WATER
Street and Apt. No., or PO Box No.
600 WEST 3RD
City, State, ZIP+4®
81226

PS Form 3800, January 2023 PSN 7530-02-000-9001 See Reverse for Instructions

9589 0710 5270 0753 5180 88

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.
Canon City, CO 81212

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$3.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.65
Total Postage and Fees	\$5.05



Sent To BLACK HILLS
Street and Apt. No., or PO Box No.
3110 UTILITY LN
City, State, ZIP+4®
81212

PS Form 3800, January 2023 PSN 7530-02-000-9001 See Reverse for Instructions

7584 0710 5270 0753 5180 95

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.
Colorado Springs, CO 80909

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$3.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.65
Total Postage and Fees	\$5.05



Sent To SPECTRUM
Street and Apt. No., or PO Box No.
2221 E. BIRCH ST
City, State, ZIP+4®
80909

PS Form 3800, January 2023 PSN 7530-02-000-9001 See Reverse for Instructions

9589 0710 5270 0753 5180 71

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.
Canon City, CO 81212

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$3.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.65
Total Postage and Fees	\$5.05



Sent To ~~Black Hills~~ ATMOS
Street and Apt. No., or PO Box No.
120 So. 6th
City, State, ZIP+4®
81212

PS Form 3800, January 2023 PSN 7530-02-000-9001 See Reverse for Instructions



Stewart Title Company dba Empire Title, A
Division of Stewart
1220 Main Street
Canon City, CO 81212
(719) 275-4900
Fax: (719) 235-5029

Date: February 15, 2024

File Number: 2113703

Property Address: 1241 County Road 13A, Florence, CO 81226

1055 County Road 13A, Florence, CO 81226

1053 County Road 13A, Florence, CO 81226

Buyer/Borrower: Dominic Phillip Bellino III, Deanna Sue Bellino, and Jimmy J. Walker Jr.

Red Rock Land Surveys
254 Pelage Ct
Canon City, CO 81212

Attn: John Kratz
Phone: (303) 994-6300
Fax:
E-Mail: jekratz@gmail.com
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

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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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


COMMITMENT TO ISSUE POLICY

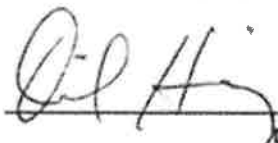
Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective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

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


Authorized Countersignature
Stewart Title Company dba Empire
Title, A Division of Stewart
1220 Main Street
Canon City, CO 81212




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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File No.: 2113703

ALTA Commitment For Title Insurance 8-1-16

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AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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File No.: 2113703

ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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ALTA Commitment For Title Insurance 8-1-16

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AMERICAN
LAND TITLE
ASSOCIATION



**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: 1220 Main Street, Canon City, CO 81212
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2113703
Issuing Office File Number: 2113703
Property Address: 1241 County Road 13A, Florence, CO 81226
1055 County Road 13A, Florence, CO 81226
1053 County Road 13A, Florence, CO 81226
Revision Number: C2 - Updated Effective Date

1. **Commitment Date:** February 14, 2024 at 8:00AM

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

(a) 2021 ALTA® Owner's Policy - T.B.D.

Proposed Insured: Dominic Phillip Bellino III, Deanna Sue Bellino, and Jimmy J. Walker Jr.

(b) 2021 ALTA® Loan Policy - T.B.D.

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:**

PARCEL A: Dominic Phillip Bellino, III and Deanna Sue Bellino; PARCELS B & C: Jimmy J. Walker, Jr.

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

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

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File No.: 2113703

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

FOR INFORMATIONAL PURPOSES ONLY

\$300.00

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

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LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2113703

PARCEL A:

Lot 2, TADOLINI BOUNDARY LINE ADJUSTMENT, County of Fremont, State of Colorado.

PARCEL B:

Lot 1, GOULDEN SUBDIVISION, County of Fremont, State of Colorado.

PARCEL C:

Lot 2, GOULDEN SUBDIVISION, County of Fremont, State of Colorado.

For Informational Purposes Only: 1241 County Road 13A, Florence, CO 81226
1055 County Road 13A, Florence, CO 81226
1053 County Road 13A, Florence, CO 81226

APN: 99104382, R031462, 98804217, R030369, 98804218, R030370

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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 B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2113703

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.
 3. Pay the premiums, fees, and charges for the Policy to the Company.
 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 5. NONE.
- NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

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

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AMERICAN
LAND TITLE
ASSOCIATION



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2113703

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. The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area..
10. Rights of way for ditches or canals together with any laterals, roads or appurtenances thereto
11. Subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law as reserved in Patent recorded November 7, 1872 in Book N/A at Page 179.
12. All coal and other minerals and mineral oil, underlying surface with rights to prospect for, mine and remove the same, as reserved in deed from Cherokee and Pittsburg Coal Mining Company, Grantors, to SANFORD G. KELSO,

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ALTA Commitment for Title Insurance Schedule BII (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

- recorded May 10, 1910, in Book 156, page 528. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
13. Easement 25 feet wide to Southern Colorado Power Company as described in documents recorded in Book 227 at Page 153 with right of ingress and egress for construction and maintenance of necessary fixtures and attachments
 14. A perpetual right of way and easement, 100 feet wide, for the construction, maintenance, and operation of electric lines, together with necessary fixtures and attachments, conveyed to Southern Colorado Power Company by instruments recorded December 14, 1953 in Book 333 at Pages 312 and 446
 15. Easements to Central Telephone and Utilities Company as described in documents recorded November 26, 1975 in Book 578 at Pages 914, 915, 916 and 917.
 16. Oil and Gas Lease to Barnell, LTD, recorded May 23, 1978, in Book 617, page 54, dated April 1, 1978, with a five year term from dated date, or production is commenced, Paragraph 9 of lease, with a maximum 3 year extension including production, paragraph 17. Assignment of lease to Lear Petroleum Corporation, recorded October 23, 1979, in Book 642, page 703. And any and all amendments or supplements thereto
 17. Oil and Gas Lease between SANTA FE MINING, INC., Lessor and WILDERNESS ENERGY, LTD, for a period of 5 years from April 2, 1983, recorded June 14, 1982, Book 677, Page 536, Reception No. 487441 (NW1/4NW1/4 20-19-69) And any and all amendments or supplements thereto
 18. Access grant thru S1/2NW1/4NW1/4 by instrument recorded November 16, 1982 in Book 683 at page 120. (Reception No. 491506)
 19. Specific Performance Contract recorded May 15, 1983 in Book 686 at Page 928.
 20. Grant of Right of Way recorded May 2, 1983 in Book 688 at Page 888
 21. Matters as shown on the recorded subdivision plat for Esel Acres
 22. All matters as shown on the plat of Goulden Subdivision.
 23. All matters as shown on the plat of Tadolini- A Boundary Line Adjustment.
 24. Utility easement granted to Centel Telephone and Utility recorded in Book 574, at Page 363 and as shown on the recorded plat.
 25. Utility easement granted to Southern Colorado Power Company recorded in Book 333, at Page 311 and as shown on the recorded plat.
 26. A 20 foot easement for a water line as described in document recorded February 12, 1992 in Book 1036 at Page 272.
 27. A perpetual right of way and easement, 25 feet wide, for the construction, maintenance, and operation of telephone lines, together with necessary fixtures and attachments, conveyed to Central Telephone and Utilities Corporation by

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ALTA Commitment for Title Insurance Schedule BII (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

instrument recorded March 3, 1976 in Book 581 at Page 678. The location of said easement is set forth more particularly therein

28. Road Right of Way as evidenced in Deed recorded September 27, 2010 as Reception No. 878505.
29. Deed of Trust from Dominic Phillip Bellino, III and DEanna Sue Bellino payable to Bank United of Texas FSB in the amount of \$69,000 recorded December 14, 1992 in Book 1168 at Page 228.
30. Underground right of way Easement recorded November 20, 1967 in Book 497 at Page 398.
31. UCC Financing Statement from Jimmy Walker, debtor(s) in favor of EverBright, LLC, secured party, recorded January 15, 2024, as Reception No. 1033558.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2113703

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

Page 7 of 7



SELLERS:

BUYERS: Dominic Phillip Bellino III, Deanna Sue Bellino, and Jimmy J. Walker Jr.

PROPERTY: 1241 County Road 13A, Florence, CO 81226
1055 County Road 13A, Florence, CO 81226
1053 County Road 13A, Florence, CO 81226

DATE: _____, 2024

DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Colorado Recording Fee Schedule

Processing/Verification Fee:

Per Escrow File\$30.00

E-Recording Fee:

Per Document.....\$5.00

Government Recording Fees:

Per Document Fees

1st Page \$13.00

Each Additional Page..... \$ 5.00

DISCLOSURES

File No.: 2113703

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

Stewart's 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.
-