



Sue Sandstrom, Treasurer
 5334 S Prince St
 Littleton, CO 80120-1136
 TEL 303-795-4550

ARAPAHOE COUNTY
 TDD Relay Colo: 711
 TREASURER

CERTIFICATE OF TAXES DUE

THIS IS TO CERTIFY THAT ON THIS DATE THERE WERE THE FOLLOWING TAXES DUE AGAINST THE PROPERTY DESCRIBED HEREIN

PROPERTY ADDRESS	PARCEL ID 035395383	DATE 03 15 2021
LEGAL DESCRIPTION THAT PART OF THE SW 1/4 OF SEC 01-4-66 DESC AS BEG 634.23 FT N OF THE S 1/4 COR OF SD SEC TH W 287.84 FT TH S 574.23 FT TH W 525 FOR FULL LEGAL DESCRIPTION CONTACT THE ASSESSORS OFFICE	REQUESTOR CTD-CCRS	ORDER NO. 330982/234050
	ISSUED TO COLORADO COUNTY RECORD SYSTEMS LLC 501 S CHERRY ST SUITE 1100 GLENDALE CO 80246	
<p>NOTE: Interest on taxes is computed on a monthly basis. Please request up to date figures if you do not pay by the end of the current month. This certificate does not include special assessments which may be due, but which on the above date have not been certified to this office for collection.</p> <p>Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.</p>	ASSESSED VALUE	89,642
	FOR OFFICE USE ONLY	
	2020-0005837	

TAXES DUE	CURRENT TAX DISTRIBUTION		
	TAX RATE	TAX AMOUNT	DESCRIPTION
Current Year Tax Roll			
Tax.....\$ 15,842.32	0.082034	7,353.68	AURORA SCHOOL DIST # 28J
Fees.....\$ 0.00	0.012013	1,076.86	ARAPAHOE COUNTY
Interest.....\$ 0.00	0.008076	723.95	CITY OF AURORA
Special Assessments.....\$ 0.00	0.005810	520.82	ARAPAHOE LIBRARY DISTRICT
Amortized Special Assessments.....\$ 0.00	0.001000	89.64	DEVELOPMENTAL DISABILITY
	0.066796	5,987.72	HORIZON METRO DISTRICT #2
	0.000000	0.00	REGIONAL TRANSPORTATION
	0.000000	0.00	SABLE ALTURA FIRE BONDS
	0.000900	80.68	URBAN DRAINAGE & FLOOD
	0.000100	8.97	URBN DRNGE&FLD (S PLATTE)
	0.000000	0.00	W. ARAP. CONSERVATION DIS
	0.000000	0.00	TIF
	0.176729	15,842.32	TOTAL
Delinquent Years			
Tax.....\$ 0.00			
Fees.....\$ 0.00			
Interest.....\$ 0.00			
Special Assessments.....\$ 0.00			
Amortized Special Assessments.....\$ 0.00			
Unredeemed Liens.....\$ 0.00			

MESSAGES
 If you have recently filed bankruptcy, this is not a demand for payment.
 -The special assessment payoff, if any, includes any unpaid installment indicated above. The Total Amount Due is correct.
 -This statement reflects taxes assessed on Land only. If there are improvements on this property, additional taxes may be due.

Pay off of Amortized Special Assessment..... \$ 0.00

COUNTY TREASURER

Total Amount Due..... \$ 15,842.32

JS
 PREPARED BY

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, THIS MATERIAL MAY BE MADE AVAILABLE IN ALTERNATIVE FORMATS UPON REQUEST. PLEASE CONTACT THE TREASURER'S OFFICE AS STATED AT THE TOP OF THIS NOTICE.



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABC70712383-2**

Date: **04/17/2022**

Property Address: **HORIZON UPTOWN/MELODY HOMES PHASE 4/FILING NO. 5, AURORA, CO**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Charles Ottinger
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6216 (Work)
(303) 393-3870 (Work Fax)
cottinger@ltgc.com
Company License: CO44565

Closer's Assistant

Victoria Hursh
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6214 (Work)
(303) 393-3920 (Work Fax)
vhursh@ltgc.com
Company License: CO44565

For Title Assistance

Scott Bennetts
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4175 (Work)
sbennetts@ltgc.com

MELODY HOMES INC C/O DR HORTON
Attention: BILL CARLISLE
9555 S KINGSTON CT SUITE 200
ENGLEWOOD, CO 80112
(303) 488-0061 (Work)
WMCarlisle@drhorton.com
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK LLP
Attention: ANDREW ROTHBERG
410 17TH ST 22ND FL
DENVER, CO 80202
(303) 223-1100 (Work)
(303) 223-1111 (Work Fax)
arothberg@bhfs.com
Delivered via: Electronic Mail

DR HORTON
Attention: ROBERT COLTIN, ESQ
9555 S KINGSTON CT SUITE 200
ENGLEWOOD, CO 80112
(303) 488-0061 (Work)
rcoltin@drhorton.com
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK LLP
Attention: KATHY L OSTER
410 17TH ST 22ND FL
DENVER, CO 80202
(303) 223-1343 (Work)
(303) 223-0323 (Work Fax)
koster@bhfs.com
Delivered via: Electronic Mail

DR HORTON
Attention: ERIC SIMPSON
ESimpson@drhorton.com
Delivered via: Electronic Mail

DAVIS & CERIANI
Attention: JOHN BAKER
1600 STOUT ST SUITE 1710
DENVER, CO 80202
(303) 534-9000 (Work)
(303) 534-4618 (Work Fax)
jbaker@davisandceriani.com
Delivered via: Electronic Mail

DR HORTON

Attention: RILEY HILLEN

RHillen@drhorton.com

Delivered via: Electronic Mail

DAVIS & CERIANI

Attention: NICHOLAS DOOHER

1600 STOUT ST SUITE 1710

DENVER, CO 80202

(303) 534-9000 (Work)

(303) 534-4618 (Work Fax)

ndooher@davisandceriani.com

Delivered via: Electronic Mail

HULAND1 LLC C/O LENDLEASE COMMUNITIES

Attention: KAREN VOIT

9800 MT PYRAMID CT #400

ENGLEWOOD, CO 80112

(772) 539-2929 (Cell)

(720) 895-1935 (Work)

karen.voit@lendlease.com

Delivered via: Electronic Mail

LENDLEASE AMERICAS INC

Attention: GENERAL COUNSEL

200 PARK AVENUE 9TH FLOOR

NEW YORK, NY 10166

generalcounselamericas@lendlease.com

Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK LLP

Attention: AMY DIAZ

410 17TH ST 22ND FL

DENVER, CO 80202

(303) 223-1100 (Work)

(303) 223-1111 (Work Fax)

adiaz@bhfs.com

Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABC70712383-2** Date: **04/17/2022**

Property Address: **HORIZON UPTOWN/MELODY HOMES PHASE 4/FILING NO. 5, AURORA, CO**

Parties: **MELODY HOMES, INC., A DELAWARE CORPORATION**

HULAND1 LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED OCTOBER 25, 2021 UNDER RECEPTION NO. E1162985; AND LENDLEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06 <u>Builder/Developer Rate</u>	TBD
Deletion of Standard Exception(s)	\$0.00
Tax Certificate 2x PARCELS	\$52.00
	Total TBD
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Arpahoe county recorded 08/30/2006 under reception no. B6125442](#)

[Arpahoe county recorded 06/28/2006 under reception no. B6094917](#)

[Arpahoe county recorded 10/25/2021 under reception no. E1162985](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70712383-2

Property Address:

HORIZON UPTOWN/MELODY HOMES PHASE 4/FILING NO. 5, AURORA, CO

1. Effective Date:

02/28/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Builder/Developer Rate

TBD

Proposed Insured:

MELODY HOMES, INC., A DELAWARE CORPORATION

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

HULAND1 LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED OCTOBER 25, 2021 UNDER RECEPTION NO. E1162985; AND LENDLEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER

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

A PARCEL OF LAND LYING WITHIN THE SOUTH ONE-HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 BEARS SOUTH 89° 17'37" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID SOUTH LINE;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER/WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, NORTH 00° 35'47" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 6TH AVENUE, A PUBLIC RIGHT-OF-WAY WITH A WIDTH THAT VARIES;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89° 17'37" WEST, A DISTANCE OF 226.13 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND THE EASTERLY RIGHT-OF-WAY OF NORTH TEMPE STREET, A 64-FOOT-WIDE PUBLIC RIGHT-OF-WAY PER THE PLAT OF HORIZON UPTOWN FILING NO. 3, RECORDED APRIL 26, 2021 AT RECEPTION NO. E1067745 IN THE OFFICE OF THE CLERK AND RECORDER FOR SAID COUNTY;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES;

1) NORTH 00° 22'42" EAST, A DISTANCE OF 16.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, WHOSE CHORD BEARS NORTH 45° 21'57" WEST, A DISTANCE OF 28.23 FEET;

2) NORTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 89° 46'22", AN ARC LENGTH OF 31.34 FEET;

3) NORTH 00° 28'45" WEST, A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, SOUTH 89° 31'15" WEST, A DISTANCE OF 64.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID NORTH TEMPE STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTHERLY RIGHT-OF-WAY OF EAST 6TH AVENUE,

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70712383-2

A PUBLIC RIGHT-OF-WAY WITH A WIDTH THAT VARIES, PER SAID PLAT OF HORIZON UPTOWN FILING NO. 3 AND THE EASTERLY RIGHT-OF-WAY OF NORTH SHAWNEE STREET, A 64-FOOT-WIDE PUBLIC RIGHT-OF-WAY PER THE PLAT OF HORIZON UPTOWN FILING NO. 1, RECORDED MAY 31, 2019 AT RECEPTION NO. D9050780 IN SAID OFFICE OF THE CLERK AND RECORDER THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 00°28'45" EAST, A DISTANCE OF 62.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;
- 2) SOUTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 89°46'22", AN ARC LENGTH OF 31.34 FEET;
- 3) SOUTH 89°17'37" WEST, A DISTANCE OF 473.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET;
- 4) NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°13'36", AN ARC LENGTH OF 31.50 FEET;
- 5) NORTH 00°28'45" WEST, A DISTANCE OF 646.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, WHOSE CHORD BEARS NORTH 44°31'23" EAST, A DISTANCE OF 21.21 FEET;

THENCE NORTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 89°59'38", AN ARC LENGTH OF 23.56 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 7TH PLACE, A 64-FOOT-WIDE PUBLIC RIGHT-OF-WAY, PER SAID PLAT OF HORIZON UPTOWN FILING NO. 3;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°31'15" EAST, A DISTANCE OF 824.60 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, NORTH 00°28'45" WEST, A DISTANCE OF 79.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, WHOSE CHORD BEARS SOUTH 45°28'45" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

THENCE NORTH 89°31'15" EAST, A DISTANCE OF 189.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

THENCE NORTH 89°31'15" EAST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, WHOSE CHORD BEARS SOUTH 45°28'45" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

THENCE NORTH 89°31'15" EAST, A DISTANCE OF 121.00 FEET;

THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 64.00 FEET;

THENCE SOUTH 89°31'15" WEST, A DISTANCE OF 24.00 FEET;

THENCE SOUTH 0°28'45" EAST, A DISTANCE OF 79.50 FEET;

THENCE NORTH 89°31'15" EAST, A DISTANCE OF 24.00 FEET;

THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 26.00 FEET;

THENCE SOUTH 89°31'15" WEST, A DISTANCE OF 9.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 27.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 43.20 FEET;

THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 156.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 27.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 89°59'59",

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70712383-2

AN ARC LENGTH OF 43.20 FEET:

THENCE NORTH 89°31'15" EAST, A DISTANCE OF 9.00 FEET:

THENCE SOUTH 00°28'47" EAST, A DISTANCE OF 26.00 FEET:

THENCE SOUTH 89°31'15" WEST, A DISTANCE OF 9.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 27.50 FEET, WHOSE CHORD BEARS SOUTH 44°31'15" WEST, A DISTANCE OF 38.89 FEET:

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'01", AN ARC LENGTH OF 43.20 FEET:

THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 54.00 FEET:

THENCE NORTH 89°31'15" EAST, A DISTANCE OF 36.50 FEET:

THENCE SOUTH 00°28'45" WEST, A DISTANCE OF 64.00 FEET:

THENCE SOUTH 89°31'15" WEST, A DISTANCE OF 38.00 FEET:

THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 29.00 FEET:

THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 71°29'28",

AN ARC LENGTH OF 36.18 FEET:

THENCE NORTH 89°31'15" EAST, A DISTANCE OF 18.21 FEET:

THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 26.00 FEET:

THENCE SOUTH 89°31'15" WEST, A DISTANCE OF 681.38 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF NORTH TEMPE STREET, A 64-FOOT-WIDE PUBLIC RIGHT-OF-WAY, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, PER THE PLAT OF HORIZON UPTOWN FILING NO. 3 RECORDED APRIL 26, 2021 AT RECEPTION NO. [E1067745](#) IN THE OFFICE OF THE CLERK AND RECORDER FOR SAID COUNTY, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 BEARS SOUTH 89°17'37" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID SOUTH LINE:

THENCE ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER/WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, NORTH 00°35'47" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 6TH AVENUE, A PUBLIC RIGHT-OF-WAY WITH A WIDTH THAT VARIES:

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°17'37" WEST, A DISTANCE OF 226.13 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND THE EASTERLY RIGHT-OF-WAY OF SAID NORTH TEMPE STREET:

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1) NORTH 00°22'42" EAST, A DISTANCE OF 16.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, WHOSE CHORD BEARS NORTH 45°21'57" WEST, A DISTANCE OF 28.23 FEET:

2) NORTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 89°46'22", AN ARC LENGTH OF 31.34 FEET:

3) NORTH 00°28'45" WEST, A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING:

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, SOUTH 89°31'15" WEST, A DISTANCE OF 64.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID NORTH TEMPE STREET:

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THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00°28'45" WEST, A DISTANCE OF 582.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

THENCE NORTH 89°31'15" EAST, A DISTANCE OF 94.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID NORTH TEMPE STREET, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, WHOSE CHORD BEARS SOUTH 44°31'15" WEST, A DISTANCE OF 21.21 FEET;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 582.50 FEET TO THE POINT OF BEGINNING.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC70712383-2

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR LENDLEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED FEBRUARY 07, 2019 UNDER RECEPTION NO. [D9011198](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES CLAIRE JOHNSTON AS THE AUTHORIZED PERSON AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR LENDLEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

3. WARRANTY DEED FROM LENDLEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY TO HULAND1 LLC, A DELAWARE LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
4. WARRANTY DEED FROM HULAND1 LLC, A DELAWARE LIMITED LIABILITY COMPANY TO MELODY HOMES, INC., A DELAWARE CORPORATION CONVEYING SUBJECT PROPERTY.

NOTE: OPERATING AGREEMENT FOR HULAND1 LLC, A DELAWARE LIMITED LIABILITY COMPANY DISCLOSES LENDLEASE COMMUNITIES DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY AS MEMBER AND MANAGER.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC70712383-2

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF HULAND1 LLC, A DELAWARE LIMITED LIABILITY COMPANY.

CHICAGO TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF MELODY HOMES, INC., A DELAWARE CORPORATION.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2021 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE.

NOTE: ITEMS 7(A) AND 7(B) OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

NOTE: ITEM 8 UNDER SCHEDULE B-2 WILL BE DELETED UPON PROOF FROM THE OWNER STATING THERE ARE NO LEASES OR TENANTS ON SUBJECT PROPERTY.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABC70712383-2](#)

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **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.**
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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. **EXISTING LEASES AND TENANCIES, IF ANY.**
9. **RESERVATION BY THE UNION PACIFIC LAND COMPANY OF**
 - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY;
 - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
 - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR MINE AND REMOVE OIL, COAL AND OTHER MINERALS ALL AS CONTAINED IN DEED RECORDED NOVEMBER 21, 1932 IN BOOK 334 AT PAGE [340](#).

QUIT CLAIM DEED REGARDING SAID RESERVATION RECORDED APRIL 16, 1971 IN BOOK 1920 AT PAGE [247](#) AND RELEASE AND QUIT CLAIM DEED RECORDED NOVEMBER 23, 1998 UNDER RECEPTION NO. [A8189797](#).

MEMORANDUM OF AGREEMENT IN CONNECTION THEREWITH RECORDED SEPTEMBER 28, 2005 UNDER RECEPTION NO. [B5146423](#).

RELINQUISHMENT AND QUITCLAIM RECORDED JULY 7, 2008 UNDER RECEPTION NO. [B8077130](#).
10. **TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 90-130, REGARDING ZONING RECORDED MARCH 12, 1991 IN BOOK 6111 AT PAGE [284](#).**

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABC70712383-2

11. EFFECT OF ORDINANCE NO. 2000-99, REZONING A PARCEL OF LAND RECORDED OCTOBER 18, 2000 UNDER RECEPTION NO. B0134934.
12. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. B2090877.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED OCTOBER 22, 2008 UNDER RECEPTION NO. B8118227.
14. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED MAY 29, 2009, UNDER RECEPTION NO. B9055788 AND FIRST AMENDMENT RECORDED NOVEMBER 30, 2020 AT RECEPTION NO. E0165230.
15. INFRASTRUCTURE CONTEXTUAL SITE PLAN NO. 1 AT HORIZON UPTOWN MAP RECORDED OCTOBER 30, 2009 UNDER RECEPTION NO. B9119051.
16. HORIZON UPTOWN FRAMEWORK DEVELOPMENT PLAN MAP RECORDED DECEMBER 29, 2009 UNDER RECEPTION NO. B9140296.
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM REGARDING PUBLIC FINANCE AND REDEVELOPMENT AGREEMENT RECORDED AUGUST 05, 2010 UNDER RECEPTION NO. D0075829.
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN VESTING DEVELOPMENT AGREEMENT RECORDED NOVEMBER 10, 2010 UNDER RECEPTION NO. D0116064.
19. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENTS RECORDED FEBRUARY 23, 2018, UNDER RECEPTION NO. D8017986 AND MARCH 26, 2021 UNDER RECEPTION NO. E1051092.

JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED MAY 17, 2018 UNDER RECEPTION NO. D8048150, FIRST AMENDED AND RESTATED JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED JANUARY 19, 2021 UNDER RECEPTION NO. E1008806, AND SECOND AMENDED JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED JULY 6, 2021 UNDER RECEPTION NO. E1106729.

JOINT RESOLUTION FOR THE IMPOSITION OF FEES FOR THE CENTRALIZED PROVISION OF TRASH REMOVAL AND RECYCLING SERVICES RECORDED APRIL 27, 2021 UNDER RECEPTION NO. E1069193.

AMENDED AND RESTATED SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED AUGUST 11, 2021 UNDER RECEPTION NO. E1125821.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABC70712383-2

20. OIL AND GAS LEASE BETWEEN ANADARKOP LAND CORP., A NEBRASKA CORPORATION, LESSOR, AND ANADARKO OIL & GAS 5, LLC, LESSEE, AS MEMORIALIZED BY MEMORANDUM OF OIL AND GAS LEASE RECORDED JUNE 4, 2018 UNDER RECEPTION NO. [D8052721](#), AND AS AMENDED IN INSTRUMENT RECORDED JULY 13, 2018 UNDER RECEPTION NO. [D8068874](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
21. SHORT FORM OF GROUND LEASE BETWEEN LENDLEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY, LANDLORD, AND HULAND1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TENANT, AS SHOWN BY LEASE AGREEMENT RECORDED SEPTEMBER 14, 2018, UNDER RECEPTION NO. [D8091648](#) AND AMENDED AND RESTATED OCTOBER 13, 2018 AT RECEPTION NO. [D8107154](#) AND FIRST AMENDMENT RECORDED DECEMBER 31, 2018 AT RECEPTION NO. [D8126836](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN HORIZON UPTOWN FRAMEWORK DEVELOPMENT PLAN RECORDED MAY 01, 2019 UNDER RECEPTION NO. [D9039507](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANT AND DELEGATION TO HORIZON METROPOLITAN DISTRICT NO. 2 AUTHORITY TO ENFORCE, PERFORM, OR CONTRACT FOR THE PROVISION OF TRASH COLLECTION SERVICES RECORDED MARCH 01, 2021 UNDER RECEPTION NO. [E1034529](#).
24. (THIS ITEM COMBINED WITH EXCEPTION 19)
25. RESERVATION OF WATER AND MINERALS, AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED OCTOBER 25, 2021 UNDER RECEPTION NO. [E1162985](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED FEBRUARY 02, 2022 UNDER RECEPTION NO. [E2012711](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED FEBRUARY 02, 2022 UNDER RECEPTION NO. [E2012712](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 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 will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 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 Land Title Guarantee Company 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 Lenders 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 material-men 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 un-filed mechanic's and material-men'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 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.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (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 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: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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, 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; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature 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.
- (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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  *C. Monroe* President

Attest  *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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