



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: **F70739583-13**

Date: **03/23/2022**

Property Address: **PAINTED PRAIRIE PHASE VII, Aurora, CO 80019**

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

For Closing Assistance

Derek Greenhouse
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6239 (Work)
(303) 393-4783 (Work Fax)
dgreenhouse@ltgc.com
Company License: CO44565

Closer's Assistant

Emily Musselman
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6266 (Work)
(303) 393-3990 (Work Fax)
emusselman@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Builder Team
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4134 (Work)
(303) 850-4188 (Work Fax)
builder@ltgc.com

CENTURY LAND HOLDINGS LLC
Attention: CHASE TURNER
8390 EAST CRESCENT PARKWAY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 957-6677 (Cell)
(303) 468-2329 (Work)
ChaseT@centurycommunities.com
Delivered via: Electronic Mail

PAINTED PRAIRIE OWNER, LLC
Attention: CHERYL SCHUETTE
cschuette@lifeatpaintedprairie.com
Delivered via: Electronic Mail

CENTURY LAND HOLDINGS LLC
Attention: CASEY LEE
8390 EAST CRESCENT PARKWAY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 718-1638 (Cell)
(303) 558-7369 (Work)
Casey.Lee@centurycommunities.com
Delivered via: Electronic Mail

FOX ROTHSCHILD LLP
Attention: CATHERINE HILDRETH, ESQ.
1225 17TH ST #2200
DENVER, CO 80202
(303) 253-4044 (Cell)
(303) 383-7662 (Work)
(303) 292-1300 (Work Fax)
childreth@foxrothschild.com
Delivered via: Electronic Mail

CENTURY LAND HOLDINGS LLC
Attention: CARL NELSON
8390 EAST CRESCENT PARKWAY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300 (Work)
Carl.Nelson@centurycommunities.com
Delivered via: Electronic Mail

CENTURY COMMUNITIES, INC.
Attention: LIESEL COOPER
8390 EAST CRESCENT PARKWAY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300 (Work)
liesel.cooper@centurycommunities.com
Delivered via: Electronic Mail

CENTURY LAND HOLDINGS LLC
Attention: BRIAN MULQUEEN
8390 EAST CRESCENT PARKWAY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300 (Work)
Brian.Mulqueen@centurycommunities.com
Delivered via: Electronic Mail

CENTURY COMMUNITIES, INC.
Attention: AUDREY BAKER, ESQ.
8390 EAST CRESCENT PARKWAY
SUITE 650
GREENWOOD VILLAGE, CO 80111
(303) 770-8300 (Work)
AudreyB@centurycommunities.com
Delivered via: Electronic Mail

PAINTED PRAIRIE OWNER, LLC C/O ALBERTA
DEVELOPMENT PARTNERS, LLC
Attention: DON PROVOST
5750 DTC PARKWAY #210
GREENWOOD VILLAGE, CO 80111
(303) 771-4004 (Work)
(303) 771-4086 (Work Fax)
dgp@albdev.com
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FOX ROTHSCHILD LLP
Attention: ADAM PENKHUS
321 N CLARK ST
SUITE 1600
CHICAGO, IL 60654
(312) 517-9298 (Work)
(312) 517-9201 (Work Fax)
apenkhus@foxrothschild.com
Delivered via: Electronic Mail

PAINTED PRAIRIE OWNER, LLC C/O ALBERTA
DEVELOPMENT PARTNERS, LLC
Attention: KYLIE PROVOST
5750 DTC PARKWAY #210
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(303) 771-4004 (Work)
Kylie@albdev.com
Delivered via: Electronic Mail

FAEGRE DRINKER BIDDLE & REATH LLP
Attention: DAVID KUOSMAN, ESQ.
1470 WALNUT ST SUITE 300
BOULDER, CO 80302
(303) 447-7814 (Work)
(303) 447-7800 (Work Fax)
david.kuosman@faegredrinker.com
Delivered via: Electronic Mail

PAINTED PRAIRIE OWNER, LLC C/O ALBERTA
DEVELOPMENT PARTNERS, LLC
Attention: KELLY GOODNOUGH
5750 DTC PARKWAY #210
GREENWOOD VILLAGE, CO 80111
(303) 771-4004 (Work)
kelly@albdev.com
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FAEGRE DRINKER BIDDLE & REATH LLP
Attention: RICHARD REICHSTEIN
1470 WALNUT ST SUITE 300
BOULDER, CO 80302
(303) 447-7828 (Work)
rick.reichstein@faegredrinker.com
Delivered via: Electronic Mail

RESOLUTE STRATEGIES, INC.
Attention: CHRISTOPHER FELLOWS
5600 GREENWOOD PLAZA BLVD, SUITE 220
GREENWOOD VILLAGE, CO 80111
chris@fellowscos.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: MINDY HUMPHREY
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 618-6569 (Cell)
(303) 331-6274 (Work)
(303) 393-4912 (Work Fax)
mhumphrey@ltgc.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **F70739583-13** Date: **03/23/2022**
Property Address: **PAINTED PRAIRIE PHASE VII, Aurora, CO 80019**
Parties: **CENTURY LAND HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY**
PAINTED PRAIRIE OWNER, LLC., A DELAWARE LIMITED LIABILITY COMPANY

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 Builder/Developer Rate	\$9,524.00
Endorsement Arbitration Deletion-06	\$100.00
Endorsement 103.7-06	\$100.00
Endorsement ALTA 18.1-06	\$100.00
Endorsement ALTA 26	\$1,500.00
Endorsement 100.31-06	\$1,905.00
Endorsement ALTA 28-06	\$1,000.00
Endorsement 103.5-06	\$1,000.00
Endorsement ALTA 39-06	\$0.00
Endorsement ALTA 9.8-06	\$2,000.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate (X15)	\$390.00
Total \$17,719.00	
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:

[Adams county recorded 08/08/2018 under reception no. 2018000064184](#)

[Adams county recorded 07/17/2019 under reception no. 2019000056401](#)

[Adams county recorded 06/18/2021 under reception no.](#)

[2021000074002](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: F70739583-13

Property Address:

PAINTED PRAIRIE PHASE VII, Aurora, CO 80019

1. Effective Date:

03/10/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

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

\$12,100,000.00

Proposed Insured:

CENTURY LAND HOLDINGS, LLC, A COLORADO LIMITED
LIABILITY COMPANY

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:

PAINTED PRAIRIE OWNER, LLC., A DELAWARE LIMITED LIABILITY COMPANY

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

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP IN A RANGE BOX SET BY PLS 34591 AND STAMPED "CVL CONSULTANTS T3S R66W 1/4 S10/S11 2021 PLS 34591", WHENCE THE SOUTHWEST CORNER OF SAID SECTION 11 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP IN A RANGE BOX SET BY PLS 33204 AND STAMPED "AZTEC CONSULTANTS T3S R66W S10/S11/S15/S14 2021 PLS 33204", BEARS SOUTH 00° 17'08" EAST, A DISTANCE OF 2651.52 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO:

THENCE SOUTH 31° 29'49" EAST, A DISTANCE OF 66.58 FEET TO A POINT BEING 34.50 FEET, BY PERPENDICULAR MEASUREMENT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING A POINT OF NON TANGENT CURVATURE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89° 56'15", AN ARC LENGTH OF 31.39 FEET, THE CHORD OF WHICH BEARS NORTH 44° 41'00" EAST, 28.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89° 39'07" EAST, A DISTANCE OF 555.01 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 44° 39'07" WEST, 28.28 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00° 20'53" EAST, A DISTANCE OF 68.30 FEET TO A POINT OF CURVATURE;

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Schedule A

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THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 236.00 FEET, A CENTRAL ANGLE OF 17°08'19", AN ARC LENGTH OF 70.59 FEET, THE CHORD OF WHICH BEARS SOUTH 08°55'02" EAST, 70.33 FEET;

THENCE SOUTH 17°29'11" EAST, A DISTANCE OF 576.80 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 264.00 FEET, A CENTRAL ANGLE OF 17°12'03", AN ARC LENGTH OF 79.26 FEET, THE CHORD OF WHICH BEARS SOUTH 08°53'10" EAST, 78.96 FEET;

THENCE SOUTH 00°17'08" EAST, A DISTANCE OF 262.69 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 23°15'22", AN ARC LENGTH OF 30.85 FEET, THE CHORD OF WHICH BEARS SOUTH 11°54'49" EAST, 30.64 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 23°15'22", AN ARC LENGTH OF 34.10 FEET, THE CHORD OF WHICH BEARS SOUTH 11°54'49" EAST, 33.86 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 37°47'04", AN ARC LENGTH OF 40.89 FEET, THE CHORD OF WHICH BEARS SOUTH 18°36'24" WEST, 40.15 FEET TO A POINT OF NON TANGENCY;

THENCE SOUTH 00°17'08" EAST, A DISTANCE OF 531.51 FEET;

THENCE SOUTH 89°42'52" WEST, A DISTANCE OF 728.02 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS NORTH 45°17'08" WEST, 28.28 FEET TO A POINT BEING 34.50 FEET, BY PERPENDICULAR MEASUREMENT EASTERLY OF THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH 00°17'08" WEST PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1641.68 FEET TO THE POINT OF BEGINNING,

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

LEGAL DESCRIPTION PREPARED BY:
WILLIAM F. HESSELBACH, JR., PLS 25369
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: F70739583-13

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: F70739583-13

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. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF PAINTED PRAIRIE TOWN CENTER SUBDIVISION FILING NO. 2.

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

2. DULY ACKNOWLEDGED AND EXECUTED ANNEXATION OF SUBJECT PROPERTY IN AND TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AUGUST 08, 2018 UNDER RECEPTION NO. [2018000064126](#).
3. (THIS ITEM WAS INTENTIONALLY DELETED)
4. SPECIAL WARRANTY DEED FROM PAINTED PRAIRIE OWNER, LLC., A DELAWARE LIMITED LIABILITY COMPANY TO CENTURY LAND HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: THE STATEMENT OF AUTHORITY FOR PAINTED PRAIRIE OWNER, LLC., A DELAWARE LIMITED LIABILITY COMPANY RECORDED DECEMBER 28, 2021 AS RECEPTION NO. [2021000149806](#) DISCLOSES DONALD G. PROVOST AS THE AUTHORIZED SIGNATORY AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: F70739583-13

All of the following Requirements must be met:

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF 64TH HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND RRC DEVELOPMENT, INC., A COLORADO CORPORATION.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF PAINTED PRAIRIE OWNER PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2017 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2018 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: F70739583-13

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. RIGHT OF WAY GRANTED TO COLORADO INTERSTATE GAS COMPANY IN INSTRUMENT RECORDED SEPTEMBER 23, 1955 IN BOOK 570 AT PAGE [462](#).

SAID RIGHT OF WAY WAS LIMITED TO SPECIFIC LOCATIONS BY INSTRUMENT RECORDED MARCH 18, 1975 IN BOOK 1982 AT PAGE [869](#).

10. ANY TAX, LIEN, FEE, OR ASSESSMENT APPLICABLE AND ACCRUING AFTER ACQUISITION OF THE SUBJECT PROPERTY BY THE INSURED BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SABLE-ALTURA FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 03, 1972, UNDER RECEPTION NO. [975694](#).

NOTE: ORDER OF EXCLUSION OF REAL PROPERTY RECORDED NOVEMBER 7, 2017 UNDER RECEPTION NO. [2017000098756](#) PROVIDES THAT THE SUBJECT PROPERTY SHALL BE OBLIGATED FOR THE REPAYMENT OF ITS PROPORTIONATE SHARE OF EXISTING OUTSTANDING INDEBTEDNESS.

11. RESERVATION OF WATER RIGHTS AS SET FORTH IN DEED RECORDED OCTOBER 04, 1984 IN BOOK 2924 AT PAGE [57](#).

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

Order Number: F70739583-13

12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED AUGUST 13, 2001 UNDER RECEPTION NO. [C0840999](#).
ANNEXATION PLAT RECORDED AUGUST 1, 2001 UNDER RECEPTION NO. [C0835824](#).

FIRST AMENDMENT TO ANNEXATION AGREEMENT RECORDED SEPTEMBER 20, 2007 UNDER RECEPTION NO. [2007000089763](#) AND JULY 24, 2008 UNDER RECEPTION NO. [2008000059433](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REZONING ORDINANCE RECORDED AUGUST 20, 2007 UNDER RECEPTION NO. [2007000079859](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN PAINTED PRAIRIE FRAMEWORK DEVELOPMENT PLAN RECORDED JANUARY 28, 2008 UNDER RECEPTION NO. [2008000006563](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DRAINAGE AND UTILITY EASEMENT RECORDED MARCH 01, 2016 UNDER RECEPTION NO. [2016000015739](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SLOPE EASEMENT RECORDED MARCH 01, 2016 UNDER RECEPTION NO. [2016000015740](#).
17. NOTES ON THE INFRASTRUCTURE SITE PLAN HIGH POINT AT DIA COMMERCIAL SITE OFFSITE ROADWAY IMPROVEMENTS RECORDED JULY 25, 2016 UNDER RECEPTION NO. [2016000059532](#).
18. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 18, 2018, UNDER RECEPTION NO. [2018000005594](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ACCESS EASEMENT RECORDED MARCH 30, 2018 UNDER RECEPTION NO. [2018000025943](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DRAINAGE EASEMENT RECORDED MARCH 30, 2018 UNDER RECEPTION NO. [2018000025944](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UTILITY EASEMENT RECORDED MARCH 30, 2018 UNDER RECEPTION NO. [2018000025946](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED MAY 16, 2018 UNDER RECEPTION NO. [2018000039611](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED MAY 16, 2018 UNDER RECEPTION NO. [2018000039612](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED MAY 16, 2018 UNDER RECEPTION NO. [2018000039613](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED MAY 16, 2018 UNDER RECEPTION NO. [2018000039614](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PAINTED PRAIRIE INFRASTRUCTURE SITE PLAN 1 RECORDED AUGUST 8, 2018 UNDER RECEPTION NO. [2018000064172](#).

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

Order Number: F70739583-13

27. RESERVATION OF MINERAL RIGHTS AS SET FORTH IN SPECIAL WARRANTY DEED BY AND BETWEEN 64TH HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND CENTURY LAND HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED AUGUST 8, 2018 UNDER RECEPTION NO. [2018000064184](#).

RELINQUISHMENT OF SURFACE RIGHTS AND NONDISTURBANCE AGREEMENT IN CONNECTION THEREWITH RECORDED AUGUST 8, 2018 UNDER RECEPTION NO. [2018000064186](#).

28. TERMS, CONDITIONS AND PROVISIONS OF QUITCLAIM MINERAL DEED RECORDED JANUARY 30, 2019 UNDER RECEPTION NO. [2019000007421](#).
29. OIL AND GAS LEASE RECORDED FEBRUARY 13, 2019 UNDER RECEPTION NO. [2019000010595](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF LICENSES RECORDED JULY 17, 2019 UNDER RECEPTION NO. [2019000056402](#).
31. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 24, 2019, UNDER RECEPTION NO. [2019000091895](#).

DISCLOSURE TO PURCHASERS RECORDED DECEMBER 2, 2019 UNDER RECEPTION NO. [2019000104708](#).

ORDER FOR EXCLUSION RECORDED NOVEMBER 23, 2021 UNDER RECEPTION NO. [2021000136976](#)

32. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 23, 2021, UNDER RECEPTION NO. [2021000137317](#).
33. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 24, 2019, UNDER RECEPTION NO. [2019000091896](#).

DISCLOSURE TO PURCHASERS RECORDED DECEMBER 2, 2019 UNDER RECEPTION NO. [2019000104709](#)

ORDER FOR EXCLUSION RECORDED NOVEMBER 23, 2021 UNDER RECEPTION NO. [2021000136977](#).

34. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 23, 2021, UNDER RECEPTION NO. [2021000137318](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PAYMENT IN LIEU OF TAXES RECORDED DECEMBER 26, 2019 UNDER RECEPTION NO. [2019000113832](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AVIGATION EASEMENT RECORDED OCTOBER 06, 2020 UNDER RECEPTION NO. [2020000101577](#).

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

Order Number: F70739583-13

37. PAINTED PRAIRIE MASTER PLAN, RECORDED NOVEMBER 03, 2020 UNDER RECEPTION NO. [2020000113478](#).
38. TERMS, CONDITIONS AND PROVISIONS OF DRAINAGE EASEMENT RECORDED OCTOBER 01, 2021 UNDER RECEPTION NO. [2021000116910](#).
39. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED OCTOBER 01, 2021 UNDER RECEPTION NO. [2021000116912](#).
40. 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 AUGUST 08, 2018, UNDER RECEPTION NO. [2018000064126](#).

ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS RECORDED AUGUST 08, 2018 UNDER RECEPTION NO. [2018000064182](#).

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PAINTED PRAIRIE, A PLANNED COMMUNITY, RECORDED MARCH 10, 2020 UNDER RECEPTION NO. [2020000022719](#).

SUPPLEMENTAL DECLARATION FOR PAINTED PRAIRIE RECORDED MARCH 09, 2021 UNDER RECEPTION NO. [2021000027891](#). SUPPLEMENTAL DECLARATION RECORDED OCTOBER 26, 2021 UNDER RECEPTION NO. [2021000125362](#). SUPPLEMENTAL DECLARATIONS RECORDED NOVEMBER 5, 2021 UNDER RECEPTION NO. [2021000130805](#), [2021000131012](#) AND RECORDED DECEMBER 2, 2021 UNDER RECEPTION NO. [2021000141290](#) AND RECORDED DECEMBER 23, 2021 UNDER RECEPTION NO. [2021000149196](#), [2021000149226](#), [2021000149230](#), [2021000149247](#) AND RECORDED DECEMBER 28, 2021 UNDER RECEPTION NO. [2021000149807](#), [2021000149809](#) AND RECORDED FEBRUARY 04, 2022 UNDER RECEPTION NO. [2022000011145](#) AND [2022000011283](#).

41. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 23, 2021, UNDER RECEPTION NO. [2021000137316](#).
42. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 23, 2021, UNDER RECEPTION NO. [2021000137319](#).
43. TERMS, CONDITIONS AND PROVISIONS OF E. 56TH AVENUE IMPROVEMENTS HIMALAYA TO PICADILLY - INFRASTRUCTURE SITE PLAN RECORDED DECEMBER 23, 2021 UNDER RECEPTION NO. [2021000149114](#).
44. TERMS, CONDITIONS AND PROVISIONS OF SPECIAL DISTRICT PUBLIC NOTICE PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1, NO. 7, NO. 8, NO. 10 RECORDED DECEMBER 14, 2021 UNDER RECEPTION NO. [2021000145009](#), [2021000145010](#), [2021000145011](#), [2021000145012](#).

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

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45. TERMS, CONDITIONS AND PROVISIONS OF N. HIMALAYA ROAD IMPROVEMENTS INFRACTURE SITE PLAN RECORDED FEBRUARY 10, 2022 UNDER RECEPTION NO. [2022000012887](#).
46. TERMS, CONDITIONS AND PROVISIONS OF PAINTED PRAIRIE TOWN CENTER INFRASTRUCTURE SITE PLAN RECORDED FEBRUARY 24, 2022 UNDER RECEPTION NO. [2022000017284](#).



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



President

Attest



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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