



Sue Sandstrom, Treasurer
 5334 S Prince St
 Littleton, CO 80120-1136
 TEL 303-795-4550
 TDD Relay Colo: 711

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 034441727	DATE 09 29 2020
LEGAL DESCRIPTION THAT PART OF THE SE 1/4 OF SEC 19-4-65 DESC AS BEG 864.94 FT W & 70 FT N OF THE SE COR OF SD SE 1/4 TH N 668.76 FT TH SW 14.64 FT FOR FULL LEGAL DESCRIPTION CONTACT THE ASSESSORS OFFICE	REQUESTOR CTD-CCRS	ORDER NO. 283589/175605
<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>	ISSUED TO COLORADO COUNTY RECORD SYSTEMS LLC 501 S CHERRY ST SUITE 1100 GLENDALE CO 80246	
	ASSESSED VALUE	145
	FOR OFFICE USE ONLY 2019-0023476	

TAXES DUE	CURRENT TAX DISTRIBUTION		
	TAX RATE	TAX AMOUNT	DESCRIPTION
Current Year Tax Roll			
Tax.....\$ 0.00	0.081275	11.79	AURORA SCHOOL DIST # 28J
Fees.....\$ 0.00	0.011685	1.69	ARAPAHOE COUNTY
Interest.....\$ 0.00	0.008605	1.25	CITY OF AURORA
Special Assessments.....\$ 0.00	0.001000	0.15	DEVELOPMENTAL DISABILITY
Amortized Special Assessments.....\$ 0.00	0.054327	7.88	MURPHY CREEK METRO DIST#3
	0.000000	0.00	SABLE ALTURA FIRE BONDS
	0.000900	0.13	URBAN DRAINAGE & FLOOD
	0.000097	0.01	URBN DRNGE&FLD (S PLATTE)
	0.000000	0.00	W. ARAP. CONSERVATION DIS
	0.157889	22.90	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

Total Amount Due.....\$ 0.00

COUNTY TREASURER

JS
 PREPARED BY



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 Littleton, CO 80120-1136
 TEL 303-795-4550
 TDD Relay Colo: 711

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 034168966	DATE 09 29 2020
LEGAL DESCRIPTION THAT PART OF SE 1/4 SEC 19-4-65 DESC AS BEG 70 FT N & 210 FT W OF SE COR OF SD SE 1/4 TH W 654.94 FT TH N 1059.26 FT TH E 666.75 FT FOR FULL LEGAL DESCRIPTION CONTACT THE ASSESSORS OFFICE	REQUESTOR CTD-CCRS	ORDER NO. 283590/175606
<p>NOTE: Interest on taxes is computed on the 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>	ISSUED TO COLORADO COUNTY RECORD SYSTEMS LLC 501 S CHERRY ST SUITE 1100 GLENDALE CO 80246	
	ASSESSED VALUE	445
	FOR OFFICE USE ONLY 2019-0023477	

TAXES DUE	CURRENT TAX DISTRIBUTION		
	TAX RATE	TAX AMOUNT	DESCRIPTION
Current Year Tax Roll			
Tax.....\$ 0.00	0.081275	36.17	AURORA SCHOOL DIST # 28J
Fees.....\$ 0.00	0.011685	5.19	ARAPAHOE COUNTY
Interest.....\$ 0.00	0.008605	3.83	CITY OF AURORA
Special Assessments.....\$ 0.00	0.001000	0.45	DEVELOPMENTAL DISABILITY
Amortized Special Assessments.....\$ 0.00	0.000000	0.00	MURPHY CREEK METRO DIST#1
	0.000000	0.00	SABLE ALTURA FIRE BONDS
	0.000900	0.40	URBAN DRAINAGE & FLOOD
	0.000097	0.04	URBN DRNGE&FLD (S PLATTE)
	0.000000	0.00	W. ARAP. CONSERVATION DIS
	0.103562	46.08	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
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Pay off of Amortized Special Assessment..... \$ 0.00

COUNTY TREASURER

Total Amount Due.....\$ 0.00

JS
 PREPARED BY



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 5334 S Prince St
 Littleton, CO 80120-1136
 TEL 303-795-4550
 TDD Relay Colo: 711

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 034441701	DATE 10 06 2020
LEGAL DESCRIPTION THAT PART OF THE SE 1/4 OF SEC 19-4-65 DESC AS BEG 405 FT S & 210 FT W OF THE NE COR OF SD SE 1/4 AT A PT ON THE SELY ROW LINE OF S FOR FULL LEGAL DESCRIPTION CONTACT THE ASSESSORS OFFICE	REQUESTOR CTD-CCRS	ORDER NO. 285518/177741
	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	349
	FOR OFFICE USE ONLY	
	2019-0023941	

TAXES DUE	CURRENT TAX DISTRIBUTION		
	TAX RATE	TAX AMOUNT	DESCRIPTION
Current Year Tax Roll			
Tax.....\$ 0.00	0.081275	28.37	AURORA SCHOOL DIST # 28J
Fees.....\$ 0.00	0.011685	4.08	ARAPAHOE COUNTY
Interest.....\$ 0.00	0.008605	3.00	CITY OF AURORA
Special Assessments.....\$ 0.00	0.001000	0.35	DEVELOPMENTAL DISABILITY
Amortized Special Assessments.....\$ 0.00	0.054327	18.96	MURPHY CREEK METRO DIST#3
	0.000000	0.00	SABLE ALTURA FIRE BONDS
	0.000900	0.31	URBAN DRAINAGE & FLOOD
	0.000097	0.03	URBN DRNGE&FLD (S PLATTE)
	0.000000	0.00	W. ARAP. CONSERVATION DIS
	0.157889	55.10	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
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 -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.....\$ 0.00

JS
 PREPARED BY



**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: **ABC70688870-4**

Date: **05/12/2021**

Property Address: **MURPHY CREEK PARCELS 9C, 13 AND 14, AURORA, CO**

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

Valerie Fertig
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6217 (Work)
(303) 393-4739 (Work Fax)
vfertig@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

MERITAGE HOMES C/O MERITAGE HOMES OF
COLORADO, INC.
Attention: MIKE SALMINA
8400 E CRESCENT PKWY #200
GREENWOOD VILLAGE, CO 80111
(303) 406-4344 (Work)
(720) 482-0222 (Work Fax)
mike.salmina@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: JEANNE MALYS
8800 E RAINTREE DR #300
SCOTTSDALE, AZ 85260
(480) 515-8972 (Work)
jeanne.malys@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES C/O MERITAGE HOMES OF
COLORADO, INC.
Attention: TIM CLEMENTS
8800 E RAINTREE DR #300
SCOTTSDALE, AZ 85260
(480) 515-8630 (Cell)
(480) 515-8972 (Work)
(480) 422-9095 (Work Fax)
tim.clements@meritagehomes.com
Delivered via: Electronic Mail

OTTEN JOHNSON ROBINSON NEFF & RAGONETTI
PC
Attention: ALLISON ALTARAS
950 17TH ST #1600
DENVER, CO 80202
(303) 825-6525 (Cell)
(303) 825-8400 (Work)
(303) 595-3195 (Work Fax)
aaltaras@ottenjohnson.com
Delivered via: Electronic Mail

MERITAGE HOMES C/O MERITAGE HOMES OF
COLORADO, INC.

Attention: TOM GISSEN
8800 E RAINTREE DR #300
SCOTTSDALE, AZ 85260
(480) 515-8972 (Work)
(480) 998-9178 (Work Fax)
thomas.gissen@meritagehomes.com
Delivered via: Electronic Mail

OTTEN JOHNSON ROBINSON NEFF & RAGONETTI
PC

Attention: JIM JOHNSON
950 17TH ST #1600
DENVER, CO 80202
(303) 825-6525 (Cell)
(303) 825-8400 (Work)
(303) 825-6525 (Work Fax)
jjohnson@ottenjohnson.com
Delivered via: Electronic Mail

MERITAGE HOMES C/O MERITAGE HOMES OF
COLORADO, INC.

Attention: JOHN GARRETSON
6892 S YOSEMITE CT #1-201
CENTENNIAL, CO 80112
(855) 588-6374 (Work)
john.garretson@meritagehomes.com
Delivered via: Electronic Mail

OTTEN JOHNSON ROBINSON NEFF & RAGONETTI
PC

Attention: LOLA PETERS
950 17TH ST #1600
DENVER, CO 80202
(303) 575-7598 (Work)
(303) 825-6525 (Work Fax)
lpeters@ottenjohnson.com
Delivered via: Electronic Mail

MURPHY CREEK LLC

Attention: HARVEY ALPERT
9335 E. HARVARD AVE.
DENVER, CO 80231
(303) 961-4242 (Work)
hbalpert@msn.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY

Attention: ERIK ANDERSON
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 321-1880 (Work)
(303) 393-4912 (Work Fax)
eanderson@ltgc.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABC70688870-4** Date: **05/12/2021**
Property Address: **MURPHY CREEK PARCELS 9C, 13 AND 14, AURORA, CO**
Parties: **MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION**
MURPHY CREEK L.L.C., A WYOMING 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	\$7,869.00
Deletion of Standard Exception(s)	\$75.00
Endorsement ALTA 9.1-06	\$787.00
Endorsement 100.31-06	\$787.00
Endorsement 103.5-06 (MODIFIED FOR FUTURE IMPROVEMENTS)	\$787.00
Endorsement 103.7-06	\$100.00
Endorsement ALTA 25-06	\$787.00
Endorsement 8.2 - 06	\$787.00
Endorsement ALTA 26-06	\$200.00
Endorsement ALTA 17.2-06	\$500.00
Endorsement Arbitration Deletion-06	\$0.00
Endorsement ALTA 39-06	\$0.00
Tax Certificate x4	\$104.00
	Total \$12,783.00
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:

[Arapahoe county recorded 06/19/2000 under reception no. B0073637](#)

[Arapahoe county recorded 02/05/1998 under reception no. A8016195](#)

[Arapahoe county recorded 02/24/2003 under reception no. B3040169](#)

[Arapahoe county recorded 10/19/2011 under reception no. D1102514](#)

[Arapahoe county recorded 08/02/2012 under reception no. D2084942](#)

[Arapahoe county recorded 08/29/2012 under reception no. D2096223](#)

[Arapahoe county recorded 08/29/2012 under reception no. D2096224](#)

[Arapahoe county recorded 08/29/2012 under reception no. D2096225](#)

[Arapahoe county recorded 08/29/2012 under reception no. D2096226](#)

[Arapahoe county recorded 08/29/2012 under reception no. D2096227](#)

ALTA COMMITMENT

First American Title Insurance Company

Schedule A

Order Number: ABC70688870-4

Property Address:

MURPHY CREEK PARCELS 9C, 13 AND 14, AURORA, CO

1. Effective Date:

04/29/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$4,160,000.00

Proposed Insured:

MERITAGE HOMES OF COLORADO, INC., AN ARIZONA 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:

MURPHY CREEK L.L.C., A WYOMING LIMITED LIABILITY COMPANY

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

THAT PORTION OF THE FOLLOWING DESCRIBED LAND, WHICH IS SITUATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING SOUTH AND EAST OF THE RIGHT-OF-WAY OF SOUTH FLAT ROCK TRAIL:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 19 BEARS S 00 DEGREES 00 MINUTES 11 SECONDS E A DISTANCE OF 2,643.82 FEET; THENCE S 44 DEGREES 54 MINUTES 22 SECONDS E A DISTANCE OF 42.50 FEET TO THE POINT OF BEGINNING; THENCE S 89 DEGREES 48 MINUTES 33 SECONDS E ALONG A LINE 30.00 FEET SOUTHERLY AND PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 2,633.68 FEET TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER; THENCE S 89 DEGREES 42 MINUTES 56 SECONDS E ALONG A LINE 30.00 FEET SOUTHERLY AND PARALLEL WITH THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 2,432.12 FEET; THENCE S 00 DEGREES 21 MINUTES 33 SECONDS W ALONG A LINE 210.00 FEET WESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 2,598.09 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE S 00 DEGREES 21 MINUTES 02 SECONDS W ALONG A LINE 210.00 FEET WESTERLY AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 2,598.11 FEET; THENCE S 89 DEGREES 51 MINUTES 03 SECONDS W ALONG A LINE 30.00 FEET NORTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2,421.96 FEET TO THE WESTERLY LINE OF SAID SOUTHEAST QUARTER; THENCE S 89 DEGREES 55 MINUTES 21 SECONDS W ALONG A LINE 30.00 FEET NORTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 2,067.66 FEET; THENCE N 00 DEGREES 00 MINUTES 22 SECONDS W A DISTANCE OF 208.72 FEET; THENCE S 89 DEGREES 55

ALTA COMMITMENT

First American Title Insurance Company

Schedule A

Order Number: ABC70688870-4

MINUTES 21 SECONDS W A DISTANCE OF 523.55 FEET; THENCE N 00 DEGREES 00 MINUTES 22 SECONDS W ALONG A LINE 50.00 FEET EASTERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHWEST QUARTER AND TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1,165.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3,870.00 FEET, A CENTRAL ANGLE OF 5 DEGREES 49 MINUTES 39 SECONDS, A CHORD BEARING N 02 DEGREES 55 MINUTES 12 SECONDS W A DISTANCE OF 393.45 FEET, AN ARC LENGTH OF 393.62 FEET; THENCE N 00 DEGREES 00 MINUTES 22 SECONDS W ALONG A LINE 30.00 FEET EASTERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHWEST QUARTER AND NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 845.63 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER; THENCE N 00 DEGREES 00 MINUTES 11 SECONDS W ALONG A LINE 30.00 FEET EASTERLY AND PARALLEL WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 2,613.75 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THE LAND DESCRIBED IN THE PLAT OF AURORA FIRE STATION 15 SUBDIVISION FILING NO. 1 RECORDED APRIL 18, 2017 UNDER RECEPTION NO. D7043794, COUNTY OF ARAPAHOE STATE OF COLORADO.

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ALTA COMMITMENT

First American Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC70688870-4

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. LAND TITLE GUARANTEE COMPANY REQUIRES AN ACCURATE LEGAL DESCRIPTION TO BE PROVIDED FOR REVIEW AND APPROVAL. UPON FURTHER REVIEW THE COMPANY HEREBY RESERVES THE RIGHT TO INSERT ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE NECESSARY.
2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR MURPHY CREEK L.L.C., A WYOMING LIMITED LIABILITY COMPANY RECORDED MARCH 11, 2020 AT RECEPTION NO. E0030424 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES HARVEY B. ALPERT AS THE MANAGER 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.

3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION 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.

4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION RECORDED OCTOBER 07, 2019 AT RECEPTION NO. D9106086 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES RUSSELL CRANDALL AS THE DIVISION PRESIDENT AND AREA PRESIDENT OF THE DENVER, PHOENIX, AND TUCSON DIVISIONS, AND MICHELLE TRUJILLO AS VICE PRESIDENT-FINANCE AND JOHN DOHERTY AS VICE PRESIDENT OF OPERATIONS AS 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.

5. PROVIDE LAND TITLE GUARANTEE COMPANY WITH THE FINAL, EXECUTED COPY OF ALTA/NSPS LAND TITLE SURVEY DATED NOVEMBER 13, 2020, PREPARED BY AZTEC CONSULTANTS, INC., JOB NO. 69120-011. LAND TITLE GUARANTEE COMPANY IS IN RECEIPT OF A DRAFT COPY OF SAID SURVEY.
6. WARRANTY DEED FROM MURPHY CREEK L.L.C., A WYOMING LIMITED LIABILITY COMPANY TO MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION CONVEYING SUBJECT PROPERTY.

NOTE: THE FOURTH AMENDED AND RESTATED OPERATING AGREEMENT OF MURPHY CREEK L.L.C., A WYOMING LIMITED LIABILITY COMPANY DISCLOSES HARVEY B. ALPERT, AS ITS MANAGER THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

ALTA COMMITMENT

First American Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC70688870-4

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 WILL BE DELETED UPON RECEIPT OF A FINAL, EXECUTED SURVEY.

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 SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF MURPHY CREEK L.L.C., A WYOMING LIMITED LIABILITY COMPANY.

FIRST AMERICAN 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 MERITAGE HOMES OF COLORADO, INC., AN ARIZONA 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 2020 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE.

NOTE: ITEMS 7(A) AND 7(B) OF THE PRE-PRINTED 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
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABC70688870-4](#)

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. Any and all unpaid taxes, assessments and unredeemed tax sales.**
- 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. RESERVATIONS 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 FEBRUARY 25, 1913, IN BOOK 66 AT PAGE [19](#).
- NOTE: MINERAL DEED RECORDED APRIL 1, 1977 IN BOOK 2568 AT PAGE [677](#).
- NOTE: OIL AND GAS LEASE RECORDED APRIL 19, 1977 IN BOOK 2576 AT PAGE [181](#).
- NOTE: RATIFICATION OF LEASES RECORDED JANUARY 14, 1991 IN BOOK 6080 AT PAGE [258](#).
- NOTE: RELEASE AND QUIT CLAIM DEED RECORDED NOVEMBER 23, 1998 UNDER RECEPTION NO. [A8189797](#).
- NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. [B2090863](#).
10. (THIS ITEM WAS INTENTIONALLY DELETED)
11. (THIS ITEM WAS INTENTIONALLY DELETED)
12. (THIS ITEM WAS INTENTIONALLY DELETED)

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABC70688870-4](#)

13. (THIS ITEM WAS INTENTIONALLY DELETED)
14. EASEMENT GRANTED TO COLORADO INTERSTATE GAS COMPANY, FOR PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 05, 1966, IN BOOK 1664 AT PAGE [386](#).
TERMS, CONDITIONS AND PROVISIONS OF EASEMENT CORRECTION AGREEMENT RECORDED FEBRUARY 15, 2001 UNDER RECEPTION NO. [B1021676](#).
15. EASEMENT GRANTED TO COLORADO INTERSTATE CORPORATION, FOR PIPE LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 28, 1971, IN BOOK 1929 AT PAGE [243](#).
16. (THIS ITEM WAS INTENTIONALLY DELETED)
17. (THIS ITEM WAS INTENTIONALLY DELETED)
18. COVENANTS AS CONTAINED IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1993 IN BOOK 7336 AT PAGE [793](#).
19. (THIS ITEM WAS INTENTIONALLY DELETED)
20. TERMS, CONDITIONS AND PROVISIONS OF MURPHY CREEK GENERAL DEVELOPMENT PLAN RECORDED JANUARY 18, 1996 AT RECEPTION NO. [A6006638](#).
ORDINANCE NO. 2000-94 APPROVING AN AMENDMENT TO THE GENERAL DEVELOPMENT PLAN RECORDED SEPTEMBER 6, 2000 UNDER RECEPTION NO. [B0113345](#).
21. TERMS, CONDITIONS AND PROVISIONS OF GOLF COURSE DEVELOPMENT AGREEMENT RECORDED JANUARY 18, 1996 AT RECEPTION NO. [A6006724](#) AND AMENDMENT THERETO RECORDED FEBRUARY 10, 2000 UNDER RECEPTION NO. [B0016428](#).
22. (THIS ITEM WAS INTENTIONALLY DELETED)
23. TERMS, CONDITIONS AND PROVISIONS OF MURPHY CREEK DEVELOPMENT AGREEMENT RECORDED FEBRUARY 10, 2000 AT RECEPTION NO. [B0016427](#).
24. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MURPHY CREEK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED MAY 23, 2001, UNDER RECEPTION NO. [B1080755](#).
AMENDED AND RESTATED RESOLUTION OF MURPHY CREEK METROPOLITAN DISTRICT NO. 3 CONCERNING IMPOSITION OF DISTRICT DEVELOPMENT CAPITAL, AND RECREATION FEES. RECORDED OCTOBER 2, 2018 UNDER RECEPTION NO. [D8097712](#).
RESOLUTION NO. 2018-11-1; BOARD OF DIRECTORS MURPHY CREEK METROPLATAN DISTRICT NO. 3 CONCERNING THE IMPOSITION OF OPERATIONS, RECREATION AND LANDSCAPE MAINTENANCE FEES RECORDED FEBRUARY 4, 2019 UNDER RECEPTION NO. [D9009814](#).

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABC70688870-4

RESOLUTION NO. 2019-05-01; BOARD OF DIRECTORS MURPHY CREEK METROPLOTAN DISTRICT NO. 3 IMPOSING BACKUP FEES FOR RECREATION, SECURITY, CLUBHOUSE, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND PEST ABATEMENT RECORDED JULY 24, 2019 UNDER RECEPTION NO. [D9073636](#).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

25. MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MURPHY CREEK, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS CONTAINED IN INSTRUMENT RECORDED JUNE 4, 2001, UNDER RECEPTION NO. [B1086813](#).

DECLARATION OF ADDRESS FOR FORECLOSURE NOTIFICATION RECORDED FEBRUARY 8, 2008 UNDER RECEPTION NO. [B8016470](#).

DESIGNATION OF BUILDER IN CONNECTION THEREWITH RECORDED _____, 2021 UNDER RECEPTION NO. _____.

NOTE: SUBJECT PROPERTY HAS NOT BEEN ANNEXED AT THIS TIME.

26. (THIS ITEM WAS INTENTIONALLY DELETED)
27. MEMORANDUM OF JOINT RESOLUTION CONCERNING THE IMPOSITION OF DISTRICT DEVELOPMENT AND RECREATION FEES RECORDED MAY 10, 2002 UNDER RECEPTION NO. [B2087584](#).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GENERAL DISCLOSURE AND COMMON QUESTIONS REGARDING MURPHY CREEK METROPOLITAN DISTRICTS NOS. 1, 2, 3 AND 4. RECORDED FEBRUARY 15, 2006 UNDER RECEPTION NO. [B6020341](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FIFTH AMENDED AND RESTATED JOINT RESOLUTION CONCERNING IMPOSITION OF DISTRICT DEVELOPMENT, WORKING CAPITAL, AND RECREATION FEES RECORDED JULY 27, 2012 UNDER RECEPTION NO. [D2082062](#).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY..

30. (THIS ITEM WAS INTENTIONALLY DELETED)
31. (THIS ITEM WAS INTENTIONALLY DELETED)

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABC70688870-4

32. (THIS ITEM WAS INTENTIONALLY DELETED)

33. (THIS ITEM WAS INTENTIONALLY DELETED)

34. (THIS ITEM WAS INTENTIONALLY DELETED)

35. (THIS ITEM WAS INTENTIONALLY DELETED)

36. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MURPHY CREEK METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 16, 1998, UNDER RECEPTION NO. [A8185224](#).

NOTE: NOTICE OF SPECIAL DISTRICT AUTHORIZATION OF ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED NOVEMBER 19, 1998 UNDER RECEPTION NO. [A8187843](#).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

37. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MURPHY CREEK METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 16, 1998, UNDER RECEPTION NO. [A8185226](#).

NOTE: NOTICE OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATIONS INDEBTEDNESS RECORDED NOVEMBER 19, 1998 UNDER RECEPTION NO. [A8187806](#).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

38. (THIS ITEM WAS INTENTIONALLY DELETED)

39. (THIS ITEM WAS INTENTIONALLY DELETED)

40. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MURPHY CREEK METROPOLITAN DISTRICT NO. 5, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 16, 2018, UNDER RECEPTION NO. [D8015518](#).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MURPHY CREEK METROPOLITAN DISTRICT NOS. 1-5 DISCLOSURE STATEMENT RECORDED MARCH 05, 2018 UNDER RECEPTION NO. [D8021543](#).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

42. (THIS ITEM WAS INTENTIONALLY DELETED)

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABC70688870-4

- 43. (THIS ITEM WAS INTENTIONALLY DELETED)
- 44. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF _____ RECORDED _____, 2021 UNDER RECEPTION NO. _____
_____.



JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee 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.



First American Title™

Privacy Information

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral

regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness

We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record

We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use

We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy

We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education

We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible

collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security

We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENTS

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 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: Pursuant to Colorado Division of Insurance Regulations 8-1-1, 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 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.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

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.

First American Title Insurance Company



First American Title[™]

Commitment For Title Insurance Issued by First American 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, First American Title Insurance Company, a Nebraska 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



Senior Vice President



First American Title Insurance
 Company



Dennis J. Gilmore
 President



Greg L. Smith, Secretary

**AMERICAN
 LAND TITLE
 ASSOCIATION**



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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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