



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1047798-CO

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 EXTRACTIONAL 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

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.

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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>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1047798-CO

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services Issuing Office: 1380 17th Street, Denver, CO 80202

Commitment No.: NCS-1047798-CO

Phone Number: (303)876-1112

Property Address: Tract G, Compark Village South, Filing 1, Parker, CO

Issuing Office File No.: NCS-1047798-CO

Revision No.: 2

SCHEDULE A

1. Commitment Date: October 8, 2021 at 5:00 PM
2. Policy or Policies to be issued:
 - (a) ALTA® Owner's Policy (6-17-06)
Proposed Insured: Century at Compark Village South, LLC, a Colorado limited liability company
Proposed Policy Amount: \$6,000,000.00
 - (b) ALTA® Loan Policy (6-17-06)
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, [at the Commitment Date, vested in:](#)

Compark South II LLC, a Colorado limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1047798-CO

Exhibit A

Commitment No.: NCS-1047798-CO

The Land referred to herein below is situated in the County of Douglas, State of Colorado, and is described as follows:

TRACT G, COMPARK VILLAGE SOUTH FILING NO. 1, RECORDED NOVEMBER 25, 2020, AT RECEPTION NO. [2020116011](#) IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER. LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, AS BEARING N87°48'59"E A DISTANCE OF 2634.09 FEET BETWEEN THE SOUTH QUARTER CORNER OF SAID SECTION 6, BEING A FOUND 3-1/4" ALUMINUM CAP, FLUSH WITH THE SURFACE AND STAMPED: PLS 38026 AND THE SOUTHEAST CORNER OF SAID SECTION 6, BEING A FOUND 3-1/4" ALUMINUM CAP, FLUSH WITH THE SURFACE AND STAMPED PLS 12405.

COMMENCING AT SAID SOUTH QUARTER CORNER OF SECTION 6;
THENCE N22°39'39"E A DISTANCE OF 118.60 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID TRACT G, SAID CORNER BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID TRACT G THE FOLLOWING THIRTY-TWO (32) COURSES:

1. N54°45'07"W A DISTANCE OF 23.90 FEET;
2. THENCE N00°16'48"E A DISTANCE OF 156.79 FEET;
3. THENCE N89°30'37"W A DISTANCE OF 175.18 FEET;
4. THENCE N00°29'23"E A DISTANCE OF 55.00 FEET;
5. THENCE N89°30'37"W A DISTANCE OF 19.50 FEET;
6. THENCE N00°29'23"E A DISTANCE OF 220.00 FEET;
7. THENCE S89°30'37"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 592.46 FEET;
8. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24°47'30", A RADIUS OF 777.50 FEET, A CHORD BEARING N78°05'38"E A DISTANCE OF 333.80 FEET, AND AN ARC DISTANCE OF 336.42 FEET;
9. THENCE N65°41'53"E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 68.71 FEET;
10. THENCE S24°18'07"E A DISTANCE OF 19.50 FEET;
11. THENCE N65°41'53"E A DISTANCE OF 55.00 FEET;
12. THENCE N24°18'07"W A DISTANCE OF 19.50 FEET;
13. THENCE N65°41'53"E A DISTANCE OF 19.50 FEET;
14. THENCE N24°18'07"W A DISTANCE OF 55.00 FEET;
15. THENCE S65°41'53"W A DISTANCE OF 19.50 FEET;
16. THENCE N24°18'07"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 168.92 FEET;
17. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°07'58", A RADIUS OF 1055.00 FEET, A CHORD BEARING N56°22'32"E A DISTANCE OF 241.29 FEET, AND AN ARC DISTANCE OF 241.81 FEET;
18. THENCE N49°48'33"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 161.42 FEET;
19. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 86°41'15", A RADIUS OF 715.00 FEET, A CHORD BEARING S86°50'49"E A DISTANCE OF 981.51 FEET, AND AN ARC DISTANCE OF 1081.78 FEET;
20. THENCE S78°42'19"W A NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 196.69 FEET;
21. THENCE S70°54'41"W A DISTANCE OF 114.18 FEET;
22. THENCE N88°20'59"W A DISTANCE OF 149.17 FEET;
23. THENCE N74°21'22"W A DISTANCE OF 121.11 FEET;
24. THENCE S85°06'18"W A DISTANCE OF 42.51 FEET;
25. THENCE S57°17'14"W A DISTANCE OF 50.34 FEET;
26. THENCE S30°34'50"W A DISTANCE OF 285.10 FEET;

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- 27. THENCE S24°41'11"W A DISTANCE OF 273.47 FEET;
- 28. THENCE S07°00'30"E A DISTANCE OF 210.13 FEET;
- 29. THENCE S18°37'51"W A DISTANCE OF 131.59 FEET;
- 30. THENCE S80°13'41"W A DISTANCE OF 378.96 FEET;
- 31. THENCE N85°35'47"W A DISTANCE OF 282.73 FEET;
- 32. THENCE S88°41'26"W A DISTANCE OF 450.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 988,095 SQUARE FEET (22.684 ACRES), MORE OR LESS.

For informational purposes only: APN(s): 2233-64-00-009 (a portion of) and 2233-064-00-011 (a portion of)

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1047798-CO

Commitment No.: NCS-1047798-CO

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

NOTE: Local ordinances may impose liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the property, a Utilities Agreement and/or escrow is required.

6. Evidence that all assessments for common expenses, if any, have been paid.
7. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
8. Receipt by the Company of a true and accurate Legal Description prepared and certified by a licensed surveyor, of the property to be insured hereunder. This commitment is subject to further requirements and/or exceptions upon review.
9. Recordation of the plat of _____.

NOTE: Said proposed plat map must be submitted to the Company for review and approval prior to its recordation. The Company reserves the right to make further requirements and/or exceptions upon the review of the plat map.

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10. This item has been intentionally deleted.
11. Recordation of a Release of the Deed of Trust from Compark South II LLC to the Public Trustee of Douglas County for the use of FirstBank to secure an indebtedness in the principal sum of \$1,000,000.00, and any other amounts and/or obligations secured thereby, dated March 12, 2021 and recorded March 12, 2021 at Reception No. 2021033636.
12. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1047798-CO

Commitment No.: NCS-1047798-CO

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any water rights, claims of title to water, in, on or under the Land.

NOTE: The Company will agree to issue the CO Form 103.5, modified for future improvements as it pertains to this item.

8. Any existing leases or tenancies.

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9. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Douglas County Soil Conservation District.
10. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded February 2, 1898 in [Book 12 at Page 76](#).

NOTE: The Company will agree to issue the CO Form 100.33 (Patent) endorsement as it pertains to this item.

11. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded September 4, 1893 in [Book X at Page 187](#).

NOTE: The Company will agree to issue the CO Form 100.33 (Patent) endorsement as it pertains to this item.

12. Terms, conditions, provisions, obligations and agreements as set forth in the Board of Commissioners Douglas County Resolution No. R-82-34 recorded April 29, 1982 in [Book 440 at Page 204](#) and re-recorded February 8, 1983 in [Book 465 at Page 324](#).

13. Reservation of groundwater rights as set forth in Instrument recorded October 25, 1985 in [Book 603 at Page 328](#).

NOTE: The Company will agree to issue the CO Form 103.5, modified for future improvements as it pertains to this item.

14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 6, 1988 in [Book 790 at Page 718](#).

NOTE: The Company agrees to include the language "None due and payable as of Date of Policy", as it pertains to this item, provided Schedule B, Part I, Requirements 5 and 6 are satisfied.

15. Any tax, lien, fee or assessment by reason of inclusion of subject property in the E-470 Public Highway Authority, as evidenced by instrument recorded May 12, 1988 in [Book 792 at Page 3](#).

NOTE: The Company agrees to include the language "None due and payable as of Date of Policy", as it pertains to this item, provided Schedule B, Part I, Requirements 5 and 6 are satisfied.

16. This item has been intentionally deleted.

17. This item has been intentionally deleted.

18. Terms, conditions, provisions, obligations and agreements as set forth in the Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court recorded March 26, 1990 in [Book 903 at Page 20](#).

NOTE: The Company will agree to issue the CO Form 103.5, modified for future improvements as it pertains to this item.

19. This item has been intentionally deleted.

20. This item has been intentionally deleted.

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21. This item has been intentionally deleted.
22. This item has been intentionally deleted.
23. This item has been intentionally deleted.
24. This item has been intentionally deleted.
25. This item has been intentionally deleted.
26. This item has been intentionally deleted.
27. This item has been intentionally deleted.
28. Water Rights as set forth in Deed recorded July 3, 2001 in [Book 2077 at Page 915](#).

NOTE: The Company will agree to issue the CO Form 103.5, modified for future improvements as it pertains to this item.

29. This item has been intentionally deleted.
30. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Road Construction Agreement recorded September 2, 2005 at Reception No. [2005083846](#).
31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Intersection Improvement Agreement recorded September 2, 2005 at Reception No. [2005083847](#).
32. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Dedication Agreement recorded September 2, 2005 at Reception No. [2005083852](#).
33. Water rights as set forth in Quit Claim Deed recorded September 2, 2005 at Reception No. [2005083853](#).

NOTE: The Company will agree to issue the CO Form 103.5, modified for future improvements as it pertains to this item.

34. This item has been intentionally deleted.
35. Ordinance 2.239 Series of 2014, for the Annexation of Contiguous Unincorporated Territory known as the Compark Village South Property, recorded January 8, 2015 at Reception No. [2015001335](#).
36. Easements, notes, covenants, restrictions and rights-of-way as shown on the Compark Village South Annexation, recorded January 8, 2015 at Reception No. [2015001336](#).
37. Terms, conditions, provisions, obligations and agreements as set forth in the Compark Village South Annexation Agreement recorded January 8, 2015 at Reception No. [2015001337](#) and First Amendment Compark Village South Annexation Agreement recorded August 15, 2017 at Reception No. [2017055568](#).

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38. Ordinance 3.253.5 Series 2014, for Rezoning, recorded January 8, 2015 at Reception No. [2015001338](#).
39. Effect, terms, conditions, provisions, and obligations as set forth in the Compark Village Planned Development, Development Guide, recorded January 8, 2015 at Reception No. [2015001339](#); as affected by the Compark Village Planned Development Fourth Amendment recorded January 8, 2015 at Reception No. [2015001340](#); as affected by Ordinance No. 3.253.6, Series of 2015 to Rezone Certain Property within the Town of Parker recorded June 6, 2017 at Reception No. [2017037723](#); and as affected by the Fifth Amendment recorded June 6, 2017 at Reception No. [2017037730](#).
40. This item has been intentionally deleted.
41. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreements by and between 470 Compark, LLC and Stonegate Village Metropolitan District recorded June 7, 2017 at Reception No. [2017038326](#).
42. This item has been intentionally deleted.
43. Terms, conditions, provisions, obligations and agreements as set forth in the Amended and Restated Resolution of the Board of Directors of Belford South Metropolitan District regarding the Imposition of Development Fees and Notice of System Access Fees recorded March 9, 2020 at Reception No. [2020016659](#).
44. This item has been intentionally deleted.
45. This item has been intentionally deleted.
46. Notes, covenants and restrictions as shown on the plat of Compark Village South Filing No. 1, recorded November 25, 2020 at Reception No. [2020116011](#).
47. Terms, conditions, provisions, obligations and agreements as set forth in the Subdivision Agreement Compark Village South Filing No. 1 recorded November 25, 2020 at Reception No. [2020116012](#).
Assignment and Assumption Agreement for Compark Village South Filing No. 1 Subdivision Agreement in connection therewith recorded November 25, 2020 at Reception No. [2020116266](#).
48. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Manhard Consulting on November 5, 2020, last revised February 10, 2021, designated NA:
 - (A) Rip rap extends over southwest border onto adjoining property by as much as 3.2'.
 - (B) Rip rap extends over southeast border onto adjoining property by as much as 3.1'.
 - (C) Rip rap extends over east border onto adjoining property.
 - (D) Fence extends over northeast border onto adjoining property.

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DISCLOSURE STATEMENT

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 8-1-2, 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**

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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.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

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.

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