



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

Land Title Guarantee Company
Customer Distribution

Our Order Number: ABC70526413-4

Date: 01-09-2018

Property Address: VILLAS AT WHEATLANDS PHASE 2 AURORA

For Closing Assistance

Tom Blake
3033 E 1ST AVE #600
DENVER, CO 80206
303-331-6237 (phone)
303-393-4959 (fax)
tblake@ltgc.com
Company License: CO44565

Closer's Assistant

CHARLES OTTINGER
3033 E 1ST AVE #600
DENVER, CO 80206
303-331-6216 (phone)
303-393-3870 (fax)
cottinger@ltgc.com

For Title Assistance

SCOTT BENNETTS
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4175 (phone)
303-393-4842 (fax)
sbennetts@ltgc.com

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

LOKAL COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

Attention: RYAN LANTZ
8310 S VALLEY HWY #115
ENGLEWOOD, CO 80112
720-295-5818 (phone)
720-840-6807 (work)
303-872-9216 (work fax)
rlantz@lokalhomes.com
Delivered via: Electronic Mail

MVW LAND, LLC

Attention: JAY PIPER
303-662-9700 (work)
jayepiper@gmail.com
Delivered via: Electronic Mail

WHEATLANDS PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Attention: HEATH HERBER
8375 WILLOW ST, STE 30
LONE TREE, CO 80124
303-507-6417 (work)
hherber@wheatlandscapital.com
Delivered via: Electronic Mail

MVW LAND, LLC

Attention: KURT DITUS
kurtditus@mv-holdings.com
Delivered via: Electronic Mail

LOKAL HOMES

Attention: JARRETT COLEMAN
8310 S VALLEY HWY #115
ENGLEWOOD, CO 80112
720-840-6807 (work)
jcoleman@lokalhomes.com
Delivered via: Electronic Mail

TERRASTAR PARTNERS

Attention: STEVEN JOHNSTON
1559 SOUTH TRENTON COURT
DENVER, CO 80231
719-243-6534 (phone)
719-243-6534 (work)
303-916-5955 (work fax)
townneris@aol.com
Delivered via: Linked Commitment Delivery

LOKAL HOMES

Attention: TOMMY PUCCIANO
8310 S VALLEY HWY #115
ENGLEWOOD, CO 80112
720-840-6807 (work)
tpucciano@lokalhomes.com

Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABC70526413-4

Date: 01-09-2018

Property Address: VILLAS AT WHEATLANDS PHASE 2 AURORA

Buyer/Borrower: LOKAL COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

Seller: WHEATLANDS PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO
PARCELS A & B AND MVW LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO
PARCEL C

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

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06 (Reissue Rate)	\$2,225.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate x3 (will be ordered prior to closing)	\$78.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$2,403.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70526413-4

Customer Ref-Loan No.:

Property Address:

VILLAS AT WHEATLANDS PHASE 2 AURORA

1. Effective Date:

12-29-2017 At 05:00:00

2. Policy to be Issued and Proposed Insured:

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

\$2,080,645.00

Proposed Insured:

LOKAL COMMUNITIES, 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:

WHEATLANDS PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCELS A & B AND MVW LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL C

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

PARCEL A:

A PORTION OF LOT 1, BLOCK 1, WHEATLANDS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. B5069979, ARAPAHOE COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19 AND THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CENTERLINE POINT OF EAST CALHOUN PLACE BETWEEN LOT 1 OF BLOCK 2 AND LOT 1 OF BLOCK 1 OF SAID WHEATLAND SUBDIVISION FILING NO. 1, WHENCE A CENTERLINE POINT AT THE INTERSECTION OF EAST CALHOUN PLACE AND EAST EUCLID PLACE BEARS N15°10'16"E A DISTANCE OF 239.00 FEET;

THENCE N87°19'30"W, A DISTANCE OF 402.08 FEET TO THE POINT OF BEGINNING;

THENCE S15°10'16"W, A DISTANCE OF 219.36 FEET;

THENCE N63°35'55"W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 865.32 FEET; THENCE N26°21'24"E ALONG THE SOUTHEASTERLY LINE OF THE PROPERTY FOR CONDOMINIUM MAP FOR BUILDING NO. 34 AND NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 130.01 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 14.12 FEET, WITH A RADIUS OF 55.00 FEET, WITH A CHORD BEARING OF S63°58'35"E, WITH A CHORD LENGTH OF 14.09 FEET;

THENCE S56°37'11"E ALONG A NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 47.24 FEET;

THENCE ALONG A NORTHERLY LINE OF SAID LOT 1 WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 34.57 FEET, WITH A RADIUS OF 282.00 FEET, WITH A CHORD BEARING S60°07'35"E, WITH A CHORD LENGTH OF 34.55 FEET;

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70526413-4

Customer Ref-Loan No.:

THENCE S63°38'36"E ALONG A NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 183.88 FEET;
THENCE ALONG A NORTHERLY LINE OF SAID LOT 1 WITH A CURVE TO THE LEFT WITH AN ARC
LENGTH OF 152.67 FEET, WITH A RADIUS OF 782.00 FEET, WITH A CHORD BEARING OF S69°14'10"E,
WITH A CHORD LENGTH OF 152.42 FEET;
THENCE S74°49'44"E ALONG A NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 399.33 FEET TO THE
POINT OF BEGINNING,

LEGAL DESCRIPTION CREATED BY: CBM SURVEYS, INC. - 1418 S. ADDISON COURT, AURORA, CO
80018

PARCEL B:

A PORTION OF LOT 1, BLOCK 1, WHEATLANDS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION
NO. B5069979, ARAPAHOE COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 20, SOUTHEAST QUARTER OF SECTION 19, NORTHEAST QUARTER OF SECTION 30 AND
THE NORTHWEST QUARTER OF SECTION 29, ALL IN TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE
6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CENTERLINE POINT OF EAST CALHOUN PLACE BETWEEN LOT 1 OF BLOCK 2 AND
LOT 1 OF BLOCK 1 OF SAID WHEATLAND SUBDIVISION FILING NO. 1, WHENCE A CENTERLINE POINT
AT THE INTERSECTION OF EAST CALHOUN PLACE AND EAST EUCLID PLACE BEARS N15°10'16"E A
DISTANCE OF 239.00 FEET;
THENCE S15°12'53"E, A DISTANCE OF 54.48 FEET TO THE POINT OF BEGINNING;

THENCE S74°49'44"E ALONG THE SOUTHERLY LINES OF CONDOMINIUM BUILDINGS NUMBERS 03 AND
01, A DISTANCE OF 210.72 FEET;
THENCE S26°50'04"W, A DISTANCE OF 8.93 FEET;
THENCE N57°33'58"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 1.00
FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 146.70 FEET, A DELTA ANGLE OF
18°37'54", A CHORD BEARING OF S41°44'59"W, A CHORD LENGTH OF 47.49 FEET, AND AN ARC
DISTANCE OF 47.70 FEET;
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 140.81 FEET, A DELTA ANGLE OF 56°26'21",
A CHORD BEARING OF S22°50'34"W, A CHORD LENGTH OF 133.16 FEET, AND AN ARC DISTANCE OF
138.70 FEET;
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 20°44'27",
A CHORD BEARING OF S04°59'32"W, A CHORD LENGTH OF 54.00 FEET, AND AN ARC DISTANCE OF
54.30 FEET;
THENCE S14°30'06"W, A DISTANCE OF 30.02 FEET;
THENCE S68°52'35"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF
122.11 FEET;
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3748.00 FEET, A DELTA ANGLE OF 5°55'17",
A CHORD BEARING OF N66°33'34"W, A CHORD LENGTH OF 387.17 FEET, AND AN ARC DISTANCE OF
387.34 FEET;
THENCE N63°35'55"W, A DISTANCE OF 119.67 FEET;
THENCE N15°10'16"E, A DISTANCE OF 219.36 FEET;
THENCE S74°49'44"E, A DISTANCE OF 291.65 FEET;
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 55.00 FEET, A DELTA ANGLE OF 19°28'05",
A CHORD BEARING OF S65°05'42"E, A CHORD LENGTH OF 18.60 FEET, AND AN ARC DISTANCE OF
18.69 FEET;
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 85.26 FEET, A DELTA ANGLE OF 18°50'56", A
CHORD BEARING OF S64°48'51"E, A CHORD LENGTH OF 27.92 FEET, AND AN ARC DISTANCE OF 28.05

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

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Customer Ref-Loan No.:

FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 95.00 FEET, A DELTA ANGLE OF 60°23'46", A CHORD BEARING OF N75°01'17"E, A CHORD LENGTH OF 95.57 FEET, AND AN ARC DISTANCE OF 100.14 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION CREATED BY: CBM SURVEYS, INC. - 1418 S. ADDISON COURT, AURORA, CO 80018

PARCEL C:

LOT 1, BLOCK 2, WHEATLANDS SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: ABC70526413-4

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. (ITEM INTENTIONALLY DELETED)
2. (ITEM INTENTIONALLY DELETED)
3. (ITEM INTENTIONALLY DELETED)
4. (ITEM INTENTIONALLY DELETED)
5. (ITEM INTENTIONALLY DELETED)
6. (ITEM INTENTIONALLY DELETED)
7. (ITEM INTENTIONALLY DELETED)
8. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF LOKAL COMMUNITIES, LLC AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

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

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

10. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR WHEATLANDS PARTNERS, LLC 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.

11. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR MVW LAND, LLC MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: ABC70526413-4

The following are the requirements to be complied with:

DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

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

12. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

13. WARRANTY DEED FROM WHEATLANDS PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND MVW LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY TO LOKAL COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: STATEMENT OF AUTHORITY FOR WHEATLANDS PARTNERS, LLC RECORDED NOVEMBER 14, 2014 UNDER RECEPTION NO. [D4107825](#) DISCLOSES HEATH A. HERBER AND JAY E. PIPER AS THE MANAGERS WHO MUST EXECUTE LEGAL DOCUMENTS ON BEHALF OF SAID ENTITY.

NOTE: STATEMENT OF AUTHORITY FOR MVW LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED OCTOBER 16, 2014 UNDER RECEPTION NO. [D4096890](#) DISCLOSES JAY E. PIPER AND HEATH A. HERBER AS THE MANAGERS WHO MUST EXECUTE LEGAL DOCUMENTS ON BEHALF OF SAID ENTITY.

NOTE: AS TO THE OWNER'S POLICY, ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B-2 HEREOF.

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 WHEATLANDS PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCELS A & B AND MVW LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL C.

OLD REPUBLIC NATIONAL 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 LOKAL COMMUNITIES, LLC, A COLORADO 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 2016 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: ABC70526413-4

The following are the requirements to be complied with:

PAYABLE.

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.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC70526413-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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 THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 30, 1902 IN BOOK A72 AT PAGE [140](#).
10. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY 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, (4) THE RIGHT TO MAINTAIN AND OPERATE ITS RAILROAD IN ITS PRESENT FORM OF CONSTRUCTION, AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION OF SAID RAILROAD, ALL AS CONTAINED IN DEED RECORDED APRIL 20, 1914, IN BOOK 66 AT PAGE [28](#).

NOTE: QUITCLAIM DEED RECORDED APRIL 16, 1971 IN BOOK 1920 AT PAGE [247](#).

NOTE: RELEASE AND QUITCLAIM DEED RECORDED NOVEMBER 23, 1998 UNDER RECEPTION NO. [A8189797](#).

NOTE: RELINQUISHMENT AND QUIT CLAIM RECORDED JUNE 2, 2004 UNDER RECEPTION NO.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC70526413-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

[B4099591.](#)

NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 AT RECEPTION NO. [B2090960.](#)

11. RESERVATIONS BY THE UNION PACIFIC UNION PACIFIC LAND COMPANY 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, (4) THE RIGHT TO MAINTAIN AND OPERATE ITS RAILROAD IN ITS PRESENT FORM OF CONSTRUCTION, AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION OF SAID RAILROAD, ALL AS CONTAINED IN DEED RECORDED APRIL 26, 1909, IN BOOK 34 AT PAGE [340.](#)

NOTE: QUITCLAIM DEED RECORDED APRIL 16, 1971 IN BOOK 1920 AT PAGE [247.](#)

NOTE: RELEASE AND QUITCLAIM DEED RECORDED NOVEMBER 23, 1998 UNDER RECEPTION NO. [A8189797.](#)

NOTE: RELINQUISHMENT AND QUITCLAIM RECORDED JUNE 2, 2004 UNDER RECEPTION NO. [B4099589.](#)

NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 AT RECEPTION NO. [B2090961.](#)

12. AN EASEMENT AS GRANTED TO THE UNITED STATES OF AMERICA IN INSTRUMENT RECORDED JANUARY 6, 1979 IN BOOK 2914 AT PAGE [587](#) AND RECORDED MARCH 2, 1979 IN BOOK 2945 AT PAGE [784.](#)
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE RECORDED AUGUST 29, 2001 UNDER RECEPTION NO. [B1146179.](#)
14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WHEATLAND METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 04, 2003, UNDER RECEPTION NO. [B3259213.](#)
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JANUARY 15, 2002 UNDER RECEPTION NO. [B2009686.](#)

NOTE: UPON RECEIPT OF EVIDENCE SATISFACTORY TO LAND TITLE GUARANTEE COMPANY FROM THE CITY OF AURORA THAT ALL OBLIGATIONS UNDER SAID AGREEMENT HAVE BEEN FULFILLED, THE FOREGOING EXCEPTION WILL BE DELETED.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROAD COSTS REIMBURSEMENT AGREEMENT RECORDED FEBRUARY 06, 2002 UNDER RECEPTION NO. [B2024555.](#)

NOTE: UPON RECEIPT OF EVIDENCE SATISFACTORY TO LAND TITLE GUARANTEE COMPANY FROM SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP THAT ALL

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC70526413-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

OBLIGATIONS OF SAID AGREEMENT HAVE BEEN FULFILLED, THE FOREGOING EXCEPTION WILL BE DELETED.

17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REZONING ORDINANCE RECORDED FEBRUARY 06, 2002 UNDER RECEPTION NO. [B2024744](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WHEATLANDS FRAMEWORK DEVELOPMENT PLAN RECORDED MAY 29, 2002 UNDER RECEPTION NO. [B2098829](#).
19. THE EFFECT OF ORDINANCE NO. 2003-69, RECORDED DECEMBER 01, 2003, UNDER RECEPTION NO. [B3255706](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF MASTER LICENSE AGREEMENT RECORDED MAY 10, 2004 UNDER RECEPTION NO. [B4085255](#).
21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF WHEATLANDS SUBDIVISION FILING NO. 1 RECORDED MAY 16, 2005 UNDER RECEPTION NO. [B5069979](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WHEATLANDS CONTEXTUAL SITE PLAN FILING NO. 1 RECORDED MAY 16, 2005 UNDER RECEPTION NO. [B5069980](#).
23. THE EFFECT OF INCLUSION IN THE JOINT AMENDED AND RESTATED RESOLUTION OF WHEATLANDS METROPOLITAN DISTRICT NOS. 1 AND 2 AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 23, 2005 UNDER RECEPTION NO. [B5144141](#) AND RESOLUTION OF THE BOARD OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT NO. 1 AND 2 RECORDED JANUARY 12, 2010 UNDER RECEPTION NO. [D0003381](#) AND MEMORANDUM REGARDING A RESOLUTION OF THE BOARDS OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT NO. 2 RECORDED JULY 21, 2010 UNDER RECEPTION NO. [D0070082](#) AND MEMORANDUM REGARDING AN AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT NO. 2 RECORDED JUNE 1, 2011 AT RECEPTION NO. [D1051432](#) AND MEMORANDUM REGARDING SECOND AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT NO. 2 RECORDED DECEMBER 18, 2012 UNDER RECEPTION NO. [D2013634](#) THIRD AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT NO. 2 RECORDED DECEMBER 18, 2012 UNDER RECEPTION NO. [D2145906](#) AND ORDER GRANTING NAME CHANGE IN CONNECTION THEREWITH RECORDED JANUARY 09, 2013 UNDER RECEPTION NO. [D3003744](#) AND RESOLUTION OF THE BOARD OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT RECORDED JANUARY 16, 2013 UNDER RECEPTION NO. [D3006948](#) AND RESOLUTION OF THE BOARD OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT CONCERNING THE IMPOSITION OF A PARK AND RECREATION FEE RECORDED OCTOBER 1, 2013 UNDER RECEPTION NO. [D3122040](#) AND RESOLUTION OF THE BOARD OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT CONCERNING THE IMPOSITION OF AN OPERATIONS FEE AND WORKING CAPITAL FEE RECORDED AUGUST 30, 2013 UNDER RECEPTION NO. [D3109804](#) AND RESOLUTION OF THE BOARD OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT CONCERNING THE IMPOSITION OF A PARK AND RECREATION FEE RECORDED AUGUST 30, 2013 UNDER RECEPTION NO. [D3109805](#) AND OCTOBER 1, 2013 UNDER RECEPTION NO. [D3122040](#), AND AMENDED AND RESTATED RESOLUTION OF THE BOARDS OF DIRECTORS OF WHEATLANDS METROPOLITAN DISTRICT RECORDED APRIL 18, 2016 UNDER RECEPTION NO. [D6038912](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC70526413-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

24. 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 OCTOBER 04, 2005, UNDER RECEPTION NO. [B5149850](#) AND SUPPLEMENTAL DECLARATION FOR ANNEXATION RECORDED OCTOBER 7, 2005 UNDER RECEPTION NO. [B5151611](#) AND PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED OCTOBER 7, 2005 UNDER RECEPTION NO. [B5151613](#) AND DELETION OF A PORTION OF ANNEXED AREA RECORDED APRIL 17, 2008 UNDER RECEPTION NO. [B8044338](#) AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED SEPTEMBER 17, 2008 UNDER RECEPTION NO. [B8104115](#) AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED OCTOBER 2, 2009 UNDER RECEPTION NO. [B9108800](#) AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED OCTOBER 2, 2009 UNDER RECEPTION NO. [B9108806](#) AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED OCTOBER 2, 2009 UNDER RECEPTION NO. [B9108808](#) AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED JANUARY 26, 2010 UNDER RECEPTION NO. [D0007878](#) AND DECLARATION OF ADDRESS FOR FORECLOSURE NOTIFICATION RECORDED NOVEMBER 15, 2011 UNDER RECEPTION NO. [D1112540](#) AND AMENDMENT IN ITS ENTIRETY AND RESTRICTIONS RECORDED JANUARY 23, 2012 AT RECEPTION NO. [D2008309](#) AND DECLARATION OF ADDRESS FOR FORECLOSURE NOTIFICATION RECORDED DECEMBER 12, 2012 UNDER RECEPTION NO. [D2143059](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED FEBRUARY 24, 2006 UNDER RECEPTION NO. [B6024764](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC IMPROVEMENT PHASING AGREEMENT RECORDED FEBRUARY 05, 2007 UNDER RECEPTION NO. [B7015581](#).
27. THE EFFECT OF MINERAL DEED, RECORDED JULY 11, 2007, UNDER RECEPTION NO. [B7088764](#).

NOTE: RELINQUISHMENT OF SURFACE RIGHTS RECORDED SEPTEMBER 17, 2008 UNDER RECEPTION NO. [B8104117](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF SPECIAL WARRANTY DEED RECORDED SEPTEMBER 17, 2008 UNDER RECEPTION NO. [B8104114](#).

NOTE: THE RIGHT OF FIRST OFFER SET FORTH IN PARAGRAPH 8 OF SAID DEED HAS EXPIRED BY ITS TERMS.
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION ESTABLISHING ESCROW FOR LANDSCAPE VIOLATIONS RECORDED JANUARY 16, 2013 UNDER RECEPTION NO. [D3006948](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF AFFIDAVIT OF PRODUCTION RECORDED APRIL 13, 2015 UNDER RECEPTION NO. [D5035879](#).

(AFFECTS THAT PORTION OF SUBJECT PROPERTY SITUATED IN SECTION 29)

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC70526413-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

31. THOSE PROVISIONS, COVENANTS AND CONDITIONS, EASEMENTS, AND RESTRICTIONS, WHICH ARE A BURDEN TO THE CONDOMINIUM UNIT DESCRIBED IN SCHEDULE A, AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 19, 2017, UNDER RECEPTION NO. [D7106628](#).

NOTE: ANNEXATION OF ADDITIONAL PROPERTY FOR VILLAS AT WHEATLANDS CONDOMINIUMS (FIRST ANNEXATION - BUILDING 30) AND SECOND AMENDMENT TO DECLARATION RECORDED DECEMBER 27, 2017 UNDER RECEPTION NO. [D7145501](#).

(AFFECTS PARCEL C)



**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 and Meridian Land Title, LLC, as agents 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 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 either obtain 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 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 access 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 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.



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-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 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 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 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.



Commitment to Insure

ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
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 survey or 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 or material theretofore 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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


John E. Freyer, Jr.
President



Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111


Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager
Secretary