



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1023195-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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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>.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1023195-CO

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services	Issuing Office: 1125 17th Street, Suite 500, Denver, CO 80202
Commitment No.: NCS-1023195-CO	Phone Number: (303)876-1112
Property Address: Lots 7-A1, Lots 8-A1, 8-A2 , Heritage Hills Flg No. 2, 2nd Am, and Condo Unit 1, Lone Tree, , CO	Issuing Office File No.: NCS-1023195-CO
Revision No.: 3	

SCHEDULE A

1. Commitment Date: March 4, 2021 at 5:00 PM
2. Policy or Policies to be issued:
 - (a) ALTA® Owner's Policy (6-17-06)
Proposed Insured: Century Communities Investments LLC, a Colorado limited liability company
Proposed Policy Amount: \$9,350,000.00
 - (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 as to Parcels 1, 2 and 3 (collectively, the "Fee Parcels") and Easement as to Parcels 4, 5, and 6 (collectively, the "Easement Parcels").
4. The Title is, [at the Commitment Date, vested in:](#)

Kaiser Foundation Hospitals, a California non-profit corporation
5. The Land is described as follows:

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

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1023195-CO

Commitment No.: NCS-1023195-CO

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

Parcel 1:

Lots 8-A1 and 8-A2,
Heritage Hills Filing No. 2, 2nd Amendment,
County of Douglas,
State of Colorado.

Parcel 2:

Condominium Unit 1 according to the Condominium Map of Kaiser/Lincoln Station Parking Garage Condominiums recorded March 13, 2012 at Reception No. [2012018679](#) in the office of the Clerk and Recorder of Douglas County, Colorado, and as defined and described in the Condominium Declaration of the Kaiser/Lincoln Station Parking Garage recorded on March 13, 2012 at Reception No. [2012018678](#), re-recorded by Affidavit of Correction recorded February 2, 2021 at Reception No. [2021013179](#) in the office of the Clerk and Recorder of Douglas County, Colorado.

Parcel 3:

Lot 7-A1, Heritage Hills Filing No. 2, 2nd Amendment,
County of Douglas,
State of Colorado.

Except for Condominium Unit 0 according to the Condominium Map of Kaiser/Lincoln Station Parking Garage Condominiums recorded March 13, 2012 at Reception No. [2012018679](#) in the office of the Clerk and Recorder of Douglas County, Colorado, and as defined and described in the Condominium Declaration of the Kaiser/Lincoln Station Parking Garage recorded on March 13, 2012 at Reception No. [2012018678](#), re-recorded by Affidavit of Correction recorded February 2, 2021 at Reception No. [2021013179](#) in the office of the Clerk and Recorder of Douglas County, Colorado.

Parcel 4:

Non-exclusive easements for pedestrian and vehicular ingress and egress and storm drainage as set forth in that certain Agreement for Development, Operating and Easements for Bradbury Transit Village recorded November 9, 2001, in Book 2178 at Page 1447 and Amendments thereto recorded September 8, 2003 under Reception No. [2003134783](#), September 8, 2003 under Reception No. [2003134784](#), August 25, 2006 under Reception No. [2006073084](#), Assignment and Assumption of Agreement for Development, Operation, and Easement for Bradbury Transit Village recorded January 26, 2007 at Reception No. [2007008103](#) and January 26, 2007 under Reception No. [2007008104](#), Assignment and Assumption of Agreement for Development, Operation, and Easement for Lincoln Station Transit Village recorded May 18, 2010, at Reception No. [2010030305](#), and Assignment and Assumption of Agreement for Development, Operation, and Easement for Lincoln Station Transit Village recorded May 18, 2010, at Reception No. [2010030310](#)

Parcel 5:

Non-exclusive utility easements as set forth in that certain Declaration of Protective Covenants and Easement for Bradbury Transit Village recorded November 09, 2001, in [Book 2178 at Page 1322](#), as affected by First Supplement and *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.*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Amendment recorded April 8, 2004 under Reception No. [2004035535](#), as further affected by Second Amendment recorded February 7, 2007 Reception No. [2007011521](#), and as further affected by Third Amendment recorded May 18, 2010, at Reception No. [2010030299](#).

Parcel 6:

Non-exclusive easements for pedestrian and vehicular ingress and egress as set forth in the Joint Access Easement Agreement recorded April 08, 2004 at Reception No. [2004035537](#), re-recorded April 15, 2004 at Reception No. [2004037802](#).

For informational purposes only: APN: 2231-101-04-027 (Parcel 1, Lot 8-A1)
 APN: 2231-101-04-028 (Parcel 1, Lot 8-A2)
 APN: 2231-101-04-031 (Parcels 2 & 3)

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1023195-CO

Commitment No.: NCS-1023195-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. (NOTE: The Company acknowledges receipt of the updated survey.)
8. Receipt by the Company of a Corporate Resolution executed by the officers of Kaiser Foundation Hospitals, a California non-profit corporation, authorizing the transaction herein contemplated and setting forth the names and authority of those authorized to sign for the corporation.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. Receipt by the Company of the following documentation for Century Communities Investments LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

10. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Kaiser Foundation Hospitals, a California non-profit corporation.
11. 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.
12. Estoppel Certificates from the Declarants shown in Schedule B, Part II, items 25, 26 and 28 confirming there are no violations of any covenants and all assessments due and payable have been paid in full as of the date of closing.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1023195-CO

Commitment No.: NCS-1023195-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.

NOTE: Item 6 may be amended to "Taxes and assessments for the [year of closing], and subsequent years, a lien not yet due and payable." Upon the satisfaction of Schedule B, Part I, Items 5 and 6.

7. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

NOTE: Items 1, 2, 3, 5 and 8 may be deleted upon the satisfaction of Scheduled B, Part I, Items 7 and 10.

9. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in United States Patent recorded July 06, 1892, in [Book P at Page 122](#).
 10. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in United States Patent recorded September 02, 1892, in [Book X at Page 107](#).
 11. Covenants and, restrictions, as set forth in Declaration of Restrictions recorded June 03, 1969, in [Book 194 at Page 127](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
 12. Terms, conditions, and provisions, as set forth in the Resolution No. R-82-34 regarding Airport Influence Area recorded April 28, 1982 in [Book 440 at Page 204](#) and re-recorded February 8, 1983 in [Book 465 at Page 324](#).
 13. Reservation of water rights as set forth in Notice of Reservation and Consent recorded December 30, 1985 in [Book 616 at Page 423](#).
 14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Castlewood Fire Protection District, as evidenced by instrument recorded December 31, 1986, in [Book 691 at Page 462](#) and as evidenced by document recorded December 31, 1986 in [Book 691 at Page 475](#).
 15. 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 06, 1988, in [Book 790 at Page 718](#).
 16. Severance of specific water rights as conveyed by deed recorded December 20, 1991 in [Book 1017 at Page 258](#)
 17. Any tax, lien, fee or assessment by reason of inclusion of subject property in the South Suburban Park and Recreation District, as evidenced by instrument recorded December 21, 1995, in [Book 1308 at Page 350](#).
 18. Terms, conditions, provisions, obligations and agreements as set forth in the Intergovernmental Agreement recorded August 30, 1996 in [Book 1366 at Page 1693](#).
 19. Easements, notes, covenants, restrictions and rights-of-way as shown on the Heritage Hills Planned Unit Development ZR-93-029 Development Guide and Plan, recorded February 22, 1995 at Reception No. [9508709](#) and amendments thereto recorded May 7, 1999 at Reception No. [040980](#) and November 7, 2001 at Reception No. [106053](#), and Amended 5 recorded March 21, 2006 at Reception No. [2006023103](#) and Amended 6 recorded January 29, 2009 at Reception No. [2009005663](#).
- As affected by the terms and conditions as set forth in the Ordinance of the City of Loan Tree recorded May 1, 2017 at Reception No. [2017029101](#).
20. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Standard Avigation and Hazard Easement recorded February 22, 1995 in [Book 1248 at Page 1598](#) and re-recorded February 26, 1997 in [Book 1411 at Page 760](#).

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

21. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded September 30, 1998 in [Book 1604 at Page 1623](#), Amendment to Access Agreement recorded April 30, 2004 under Reception No. [2004043866](#) and Second Amendment to Access Agreement recorded April 17, 2008 at Reception No. [2008027073](#) and re-recorded May 5, 2008 at Reception No. [2008031801](#), the Access Easement is as approximately shown on that certain ALTA/NSPS Land Title Survey prepared by Kenneth G. Ouellette, CO PLS No. 24673, for and on behalf of Merrick & Company, dated September 30, 2020, last revised _____, 2020, and designated as Job. No. 65120692 (the "Survey").
22. An easement for snow storage, traffic signage, sidewalks and utilities and incidental purposes granted to County of Douglas, as set forth in an instrument recorded August 14, 1998, in [Book 1586 at Page 567](#), as approximately shown on the Survey.
23. Terms, conditions, provisions, obligations and agreements as set forth in the Petition for Annexation to the Regional Transportation District by Bradbury Properties, Inc. recorded August 31, 2000 in [Book 1889, Page 1190](#).
24. Provision 5 as set forth in the Amendment No. 4 to Land Acquisition Option Agreement recorded November 27, 2001 in [Book 2190 at Page 1861](#).
25. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Agreement for Development, Operating and Easements for Bradbury Transit Village recorded November 9, 2001, in [Book 2178 at Page 1447](#) and Amendments thereto recorded September 8, 2003 under Reception No. [2003134783](#), September 8, 2003 under Reception No. [2003134784](#), August 25, 2006 under Reception No. [2006073084](#), Assignment and Assumption of Agreement for Development, Operation, and Easement for Bradbury Transit Village recorded January 26, 2007 at Reception No. [2007008103](#) and January 26, 2007 under Reception No. [2007008104](#), Assignment and Assumption of Agreement for Development, Operation, and Easement for Lincoln Station Transit Village recorded May 18, 2010, at Reception No. [2010030305](#) and Assignment and Assumption of Agreement for Development, Operation, and Easement for Lincoln Station Transit Village recorded May 18, 2010, at Reception No. [2010030310](#).

As affected by Certificate of Release of RTD Purchase Option in connection therewith recorded March 29, 2007, at Reception No. [2007025373](#).

26. Easements as set forth in Declaration of Protective Covenants and Easement for Bradbury Transit Village recorded November 09, 2001, in [Book 2178 at Page 1322](#), First Supplement and Amendment recorded April 8, 2004 under Reception No. [2004035535](#), Second Amendment recorded February 7, 2007 Reception No. [2007011521](#) and Third Amendment recorded May 18, 2010, at Reception No. [2010030299](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
27. This items has been intentionally deleted.
28. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Joint Access Easement Agreement recorded April 08, 2004 at Reception No. [2004035537](#), re-recorded April 15, 2004 at Reception No. [2004037802](#).
29. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution R-004-048 recorded April 8, 2004 at Reception No. [2004035426](#).
30. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution R-004-180 recorded November 10, 2004 at Reception No. [2004115422](#).

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

31. Terms, conditions, provisions, obligations and agreements as set forth in the Southeast Public Improvement Metropolitan District recorded November 18, 2004, at Reception No. [B4201315](#). (Arapahoe County Records)
32. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Heritage Hills Filing No. 2, 1st Amendment, recorded January 17, 2007 at Reception No. [2007005067](#), the Traffic Signal Easement being as approximately shown on the Survey.
33. Terms, conditions, provisions, obligations and agreements as set forth in the Maintenance Agreement recorded February 2, 2007, at Reception No. [200701389](#) and Second Amendment recorded May 18, 2010, at Reception No. [2010030308](#).
34. This item has been intentionally deleted.
35. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded June 7, 2007 under Reception No. [2007045749](#) as approximately shown on the Survey.
36. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Douglas County Local Improvement District No. 07-01 - Lincoln Station, as evidenced by instrument recorded September 12, 2007 at Reception No. [2007072985](#), recorded January 16, 2009 at Reception No. [2009002698](#) and Order of Inclusion recorded May 18, 2010 at Reception No. [2010030295](#).
37. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Private Sanitary Sewer Line Easement Agreement recorded April 22, 2008 at Reception No. [2008028525](#), as approximately shown on the Survey.
38. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Heritage Hills Filing 2, 2nd Amendment, recorded June 18, 2008 at Reception No. [2008043123](#), Private Non-Exclusive Vehicular and Pedestrian Access Easement as approximately shown on the Survey.
39. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded November 19, 2008 at Reception No. [2008079264](#).
40. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 18, 2010, at Reception No. [2010030307](#).
41. This item has been intentionally deleted.
42. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded September 29, 2011 at Reception No. [2011058916](#), as approximately shown on the Survey.
43. Easements, notes, covenants, restrictions and rights-of-way as shown on the Heritage Hills Filing No. 2 Annexation, recorded February 21, 2012 at Reception No. [2012012234](#).
44. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance of the City of Loan Tree recorded February 21, 2012 at Reception No. [2012012235](#).
45. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation and Development Agreement Kaiser Foundation Hospitals recorded March 7, 2012 at Reception No. [2012017111](#).

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

As affected by First Amendment to Annexation and Development Agreement Kaiser Foundation Hospitals in connection therewith recorded November 7, 2014 at Reception No. [2014065111](#).

46. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Condominium Declaration of the Kaiser/Lincoln Station Parking Garage recorded March 13, 2012 at Reception No. [2012018678](#); and re-recorded as shown in the Affidavit of Correction recorded February 2, 2021 at Reception No. [2021013179](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
47. Easements, notes, covenants, restrictions and rights-of-way as shown on the map of Kaiser/Lincoln State Parking Garage Condominiums, recorded March 13, 2012 at Reception No. [2012018679](#).
48. Terms, conditions, provisions, obligations and agreements as set forth in the Cost-Sharing and Future Infrastructure Agreement recorded January 8, 2014 at Reception No. [2014000910](#).
49. This item has been intentionally deleted.
50. This item has been intentionally deleted.
51. Matters as shown on the Survey:
 - a) Underground Electric and Telephone utilities encroach along the eastern, northern, northeastern, southern and south easterly boundary lines of Lots 8-A1 and 8-A2 without the benefit of an easement, b) a Storm Water Manhole is encroaches near the eastern boundary line of Lot 8-A2 without the benefit of an easement, and c) a Storm Water Manhole encroaches on near the northwestern boundary line of Lot 7-A1.

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

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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 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

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.