



EQUITY TITLE OF COLORADO

6436 South Racine Circle, Suite 210
Centennial, CO 80111
Phone: (720) 798-4700 • Fax: (720) 798-4709

Date: February 1, 2023

Our File Number: 00027029 KR

C-3 Added to Distribution List and updated certification date

**Re: Jefferson County Housing Authority / The Ives LLLP., a Colorado Limited Liability Limited Partnership
Property Address: 4470 Wadsworth Blvd and 7490 W. 45th Avenue Wheat Ridge, CO 80033**

Escrow Officer: Debbie Evans

(303) 563-4640

devans@equitycol.com

Escrow Assistant: Josh Reynolds

(303) 563-4640

jreynolds@equitycol.com

[Delivery List]

Listing Broker:

Jefferson County Housing Authority, d/b/a
11941 West 48th Avenue,
Wheat Ridge, CO 80033

Attn: Aaron Kloke

Ph: Fax:

Email: akloke@foothillsrh.org

SENT VIA EMAIL

Seller:

Jefferson County Housing Authority

Email:

Email:

Buyer:

The Ives LLLP., a Colorado Limited Liability Limited Partnership

Lender:

FirstBank

Attn: Lindsay McKae

Email: lmckae@lewisroca.com

SENT VIA EMAIL

Lender:

FirstBank

Attn: Loretta Tsiskakis

Email: LTsiskakis@lewisroca.com

SENT VIA EMAIL

Lender:

FirstBank

Attn: Angie Groves

Email: AGroves@lewisroca.com

SENT VIA EMAIL

Seller:
Jefferson County Housing Authority d/b/a Foothills Regional Housing
Attn: Trevor Pope
Email: tpope@foothillsrh.org
SENT VIA EMAIL

Seller:
Jefferson County Housing Authority d/b/a Foothills Regional Housing
Attn: Yvette Seerden
Email: YSeerden@foothillsrh.org
SENT VIA EMAIL

Seller:
Jefferson County Housing Authority d/b/a Foothills Regional Housing
Attn: Amy Case
Email: acase@foothillsrh.org
SENT VIA EMAIL

Attorney:
Winthrop & Weintstine
Attn: Jon Peterson, Esquire
Email: jpeterson@winthrop.com
SENT VIA EMAIL

Attorney:
Winthrop & Weintstine
Attn: Jason C. Harby
Email: JHarby@winthrop.com
SENT VIA EMAIL

Surveyor:
Noel Ptter
Email: npotter@ccsconsultantsinc.com
SENT VIA EMAIL

Attorney:
Gallaher Evelius & Jones LLP
Attn: Jill M. Loudon
Email: JLoudon@gejlaw.com
SENT VIA EMAIL

ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY: STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned:

Kerry L. Rötcher

Authorized Signature

Equity Title of Colorado

Company Name

Lakewood, Colorado

City State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For purposes of this form, the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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Transaction Identification Data for reference only:

Issuing Agent: Equity Title of Colorado
Issuing Office: 6436 South Racine Circle, Suite 210, Centennial, CO 80111
Loan ID Number:
Issuing Office File Number: 00027029
Property Address: 4470 Wadsworth Blvd and 7490 W. 45th Avenue, Wheat Ridge, CO 80033

SCHEDULE A

1. Effective Date: **January 26, 2023 at 8:00 a.m.**

2. Policy to be issued:

(a) **ALTA 2006 Standard Owners Policy**

Proposed Insured: **The Ives LLLP., a Colorado Limited Liability Limited Partnership**

Proposed Policy Amount: **\$1,250,000.00**

(b) **ALTA Standard Loan Policy (7-1-21)**

Proposed Insured: **FirstBank, its successors and/or assigns, as their interests may appear**

Proposed Policy Amount: **\$14,000,000.00**

(c) None

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

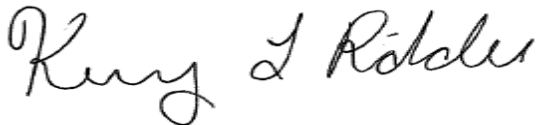
4. The Title is, at the Commitment Date, vested in:

[Jefferson County Housing Authority](#)

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

STEWART TITLE GUARANTY COMPANY
Countersigned By:



Authorized Signature

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TITLE PREMIUMS

Owner's Policy –	\$	3,178.00
Construction Loan Policy	\$	10,508.00
ALTA 3.2 Zoning (OP)	\$	795.00
ALTA 9.1 Comprehensive (OP)	\$	318.00
ALTA 15.1 Non-Imputation – Additional Insured (OP)	\$	636.00
ALTA 17 Access and Entry (OP)	\$	318.00
ALTA 18.1 Multiple Tax Parcel (OP)	\$	170.00
ALTA 19 Contiguity Multiple Parcels (OP)	\$	170.00
ALTA 25 Same as Survey (OP)	\$	318.00
ALTA 26 Subdivision (OP)	\$	150.00
ALTA 28.1 Encroachments (OP)	\$	477.00
ALTA 35 Minerals (OP)	\$	318.00
Deletion of Arbitration (OP)	\$	0.00
Tax Cert (2)	\$	60.00
Total	\$	

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EXHIBIT A
LEGAL DESCRIPTION

Parcel One:

Lot 3A,
JCHA Subdivision,
County of Jefferson,
State of Colorado.

For Informational purposes only: 7490 W. 45th Ave.

Parcel Two:

Lot 4A, except that portion as conveyed to the city of Wheat Ridge in Special Warranty Deed recorded January 20, 2021 at Reception No. 2021010163,
JCHA Subdivision,
County of Jefferson,
State of Colorado.

For Informational purposes only: 4470 Wadsworth Blvd.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

Requirements

File No.: 00027029

All of the following Requirements must be met:

- A. 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.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. 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.
 - i. Warranty Deed satisfactory to the Company, from Jefferson County Housing Authority, vesting fee simple title in and to The Ives LLLP., a Colorado Limited Liability Limited Partnership.
 - ii. Deed of Trust satisfactory to the Company, from The Ives LLLP., a Colorado Limited Liability Limited Partnership, to the Public Trustee of Jefferson County, for the benefit of FirstBank.
- E. Recordation of a Statement of Authority for Jefferson County Housing Authority, D/B/A Foothills Regional Housing.
- F. Recordation of a Statement of Authority for The Ives, LLLP., a Colorado Limited Liability Limited Partnership.
- G. If SELLER has any knowledge of current liens or open Deeds of Trust against the subject property, that are not disclosed by this Commitment, you must contact your closer immediately for further review prior to closing.
- H. Receipt by the company of a satisfactory Zoning letter for said land, establishing the zoning classification and the permitted uses within that classification, and affirming that the property is currently in compliance.
- I. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to Equity Title of Colorado, LLC and to Stewart Title Guaranty Company, and in form and content satisfactory to the Company.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
- J. Evidence if any that all assessments for common expenses due under the Declaration referred to in Schedule B, Section 2 contained herein, have been paid
- K. Receipt by the Company of a satisfactory Final Affidavit, executed by Jefferson County Housing Authority.
- I. Receipt by the Company of a satisfactory Final Affidavit, executed by The Ives, LLLP., a Colorado Limited Liability Limited Partnership.
- M. Payment of all taxes and assessments now due and payable.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

Exceptions

File No.: 00027029

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 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 of which all of the Schedule B, Part I - Requirements are met.

NOTE: Provided Equity Title of Colorado, LLC conducts the closing of this transaction, Exception 1 will be deleted.

2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
5. 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.
6. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2022 and subsequent years, a lien, not yet due or payable."

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; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Any existing leases or tenancies.
9. Restriction imposed by the Order of Consolidation, recorded October 7, 1971 in [Book 2305 at Page 894](#) pertaining to the organization of the Wheat Ridge Fire Protection District.
10. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in the Instrument recorded March 30, 1972 in [Book 2358 at Page 384](#) and First Amendment recorded April 16, 1973 in [Book 2494 at Page 829](#), but omitting any covenant, limitation or restriction based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

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SCHEDULE B, PART II

(Continued)

11. Terms and conditions as set forth in the Easement, recorded April 28, 1972, in [Book 2369 at Page 401](#).
12. An easement for Utilities and incidental purposes granted to Public Service Company of Colorado, by the instrument recorded March 3, 1975 in [Book 2707 at Page 426](#) upon the terms and conditions set forth in the instrument.
13. An easement for Utilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded July 21, 1975 in [Book 2750 at Page 704](#) upon the terms and conditions set forth in the instrument.
14. An easement for Utilities and incidental purposes granted to Public Service Company of Colorado, by the instrument recorded March 28, 1989 at Reception No. [89026158](#), upon the terms and conditions set forth in the instrument.
15. Easements, notes, terms, agreements, provisions, covenants, conditions, restrictions and obligations as set forth in the Land Survey Plat, recorded October 19, 1989, as Reception No. [89090731](#).
16. Restrictions imposed by the Resolution No. 11-2001, recorded July 19, 2001 at Reception No. [F1279302](#) pertaining to a Resolution finding the existence of blight in the vicinity of the Wadsworth corridor from 35th Avenue to 44th Avenue.
17. Terms and conditions as set forth in the Development Covenant, recorded January 24, 2003, as Reception No. [F1659614](#).
18. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Ace Hardware Lot Subdivision, a Minor Subdivision of Lot 2, Ace Hardware Lot Line Adjustment Plat, recorded August 23, 2003, in [Book 103 at Page 376](#), as Reception No. 1845198.
19. Terms and conditions as set forth in the Easement Agreement, recorded October 15, 2003, as Reception No. [F1886408](#).
20. Terms and conditions as set forth in the Grant of Right of First Refusal, recorded October 15, 2003, as Reception No. [F1886409](#).
21. Terms and conditions as set forth in the Drainage Easement, recorded November 14, 2005, as Reception No. [2005113952](#).
22. Terms and conditions as set forth in the Public Improvement Agreement, recorded August 12, 2004, as Reception No. [F2077644](#) and re-recorded August 19, 2004 at Reception No. [F2080854](#).
23. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of JCHA Subdivision, recorded October 7, 2011, in [Book 111 at Page 32](#), as Reception No. 2011091139.
24. Terms and conditions as set forth in the Agreement, recorded March 31, 1972 in [Book 2358 at Page 720](#).
25. Terms and conditions as set forth in the Official Legal Description, recorded January 7, 2009, as Reception No. [2009011396](#).

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SCHEDULE B, PART II

(Continued)

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DISCLOSURES

Pursuant to C.R.S. 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 SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G 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 Equity Title of Colorado, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen 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 unfiled Mechanic's and Materialmen'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.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- 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: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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.

Orange Coast Title Family of Companies
PRIVACY POLICY

We are committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

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

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Your California Rights (see attachments) or you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. *Only applies to CA residents*

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

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

Confidentiality and Security

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

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will post the updated Privacy Policy on our website and provide the ability to opt out (as required by law) before the new policy becomes effective.

If you have any questions or comments regarding our Privacy Policy you may contact us at our toll free number (866) 241-7373 or email us at dataprivacy@octitle.com.

Privacy Policy Last Revision 12/26/2019
Effective on 1/1/2020

Your California Rights

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.

Right to Know

You have the right to know:

- The categories of personal information we have collected about or from you;
- The categories of sources from which we collected your personal information;

- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of your personal information we have collected.

Process to Submit a Request. To submit a verified request for this information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website <https://www.titleadvantage.com/privacypolicy.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right of Deletion

You have a right to request that we delete the personal information we have collected from or about you.

Process to Submit a Request. To submit a verified request to delete your information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure we do not inadvertently delete your personal information based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out

We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination

You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to dataprivacy@octitle.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Collection Notice

The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected

The categories of personal information we have collected include, but may not be limited to:

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • real name • signature • alias • SSN • physical characteristics or description, including • protected characteristics under federal or state law | <ul style="list-style-type: none"> • address • telephone number • passport number • driver's license number • state identification card number • IP address • policy number • file number | <ul style="list-style-type: none"> • employment history • bank account number • credit card number • debit card number • financial account numbers • commercial information • professional or employment information |
|--|---|---|

Categories of Sources

Categories of sources from which we've collected personal information include, but may not be limited to:

- the consumer directly
- public records

- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection

The business purposes for which we've collected personal information include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared

The categories of third parties with whom we've shared personal information include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice

We have not sold the personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the personal information of minors under sixteen years of age without affirmative authorization.

Disclosure Notice

The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

- | | | |
|---|------------------------------------|--|
| • real name | • telephone number | • employment history |
| • Signature | • passport number | • bank account number |
| • Alias | • driver's license number | • credit card number |
| • SSN | • state identification card number | • debit card number |
| • physical characteristics or description, including protected characteristics under federal or state law | • IP address | • financial account numbers |
| • address | • policy number | • commercial information |
| | • file number | • professional or employment information |

If you have any questions and/or comments you may contact us:

Call Us at our toll free number (866) 241-7373

Email Us at dataprivacy@octitle.com

Revised on 1/24/2020 / Effective on 1/1/2020

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the **Stewart Title Guaranty Company** and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. We do not control their subsequent use of information, and suggest you refer to their privacy notices.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: **Stewart Title Guaranty Company**, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**THIS ADDENDUM IS MADE PART OF THE POLICY AND IS PERMANENTLY AFFIXED HERETO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. 10-1-128 (6)**

"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."

ENDORSEMENT

Attached to Commitment No. 00027029

Issued by

Stewart Title Guaranty Company

Order No.: 00027029

The company hereby assures the Proposed Insured listed in Schedule A, 2(a) or 2(b) of the Commitment as follows:

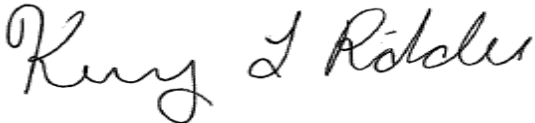
That according to Public Records, there have been no Deeds, other than the Deed(s) which vest title in the Owner(s) stated in Schedule A of the Commitment conveying the land described in this Commitment within a period of 24 months prior to the commitment date, except as follows:

[NONE]

This endorsement is made a part of the commitment and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the commitment and any prior endorsements, nor does it extend the effective date of the commitment and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed, and valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Countersigned:



Authorized Signatory