LAND TITLE GUARANTEE COMPANY

Date: March 17, 2021

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at 773 EMPORIA STREET, AURORA, CO 80010.

If you have any inquiries or require further assistance, please contact Land Title Residential Title Team at (303) 850-4141 or response@ltgc.com

Chain of Title Documents:

Arapahoe county recorded 08/18/2015 under reception no. D5093211

Plat Map(s):

Arapahoe county recorded 12/13/1961 under reception no. 788538 at book 16 page 25

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

(a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;

(b) "Public Records"; those records which impart constructive notice of matters relating to said land;

(c) "Date": the effective date;

(d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;

(e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

(a) Taxes or assessments which 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; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.

(b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

(c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) Mechanic's lien(s), judgment(s) or other lien(s).

(e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured;(b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as ofthe Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time herinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

(a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

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 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: 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.

This anti-fraud statement is affixed and made a part of this policy.

Copyright 2006-2021 American Land Title Association. All rights reserved. The use of this form 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.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

AMERICAN LAND TITLE ASSOCIATION

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: IN70711645 **Policy No.:** PIB70711645.3458982

Liability: $50,000.00

Fee: $500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

NICHOLAS PERKINS CASSINIS

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

March 11, 2021 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

NICHOLAS PERKINS CASSINIS

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

PARCEL I:

LOTS 3, 4, 5 AND 6, INCLUSIVE, BLOCK 4, YACOVETTA SUBDIVISION, SECOND FILING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL II:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1625 FEET SOUTH AND 194.9 FEET EAST OF THE CENTER OF SECTION 3; THENCE SOUTH 100 FEET; THENCE EAST 9.4 FEET; THENCE NORTH 100 FEET; THENCE WEST 9.4 FEET TO THE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

4. The following documents affect the land:

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: IN70711645 **Policy No.:** PIB70711645.3458982

1. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF YACOVETTA SUBDIVISION - SECOND FILING RECORDED DECEMBER 13, 1961 IN BOOK 16 AT PAGE **25**.
2. DEED OF TRUST DATED AUGUST 13, 2015, FROM NICHOLAS PERKINS CASSINIS TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY, COLORADO FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR UNIVERSAL LENDING CORPORATION TO SECURE THE SUM OF $292,500.00 RECORDED AUGUST 18, 2015, UNDER RECEPTION NO. **D5093213**.
3. LIEN EVIDENCED BY STATEMENT OF NOTICE OF ASSESSMENT AND LIEN BY CITY OF AURORA IN THE AMOUNT OF $863.00 RECORDED DECEMBER 08, 2016, UNDER RECEPTION NO. **D6141911**.
4. LIEN EVIDENCED BY STATEMENT OF NOTICE OF ASSESSMENT AND LIEN BY CITY OF AURORA IN THE AMOUNT OF $634.90 RECORDED NOVEMBER 13, 2017, UNDER RECEPTION NO. **D7128755**.
5. LIEN EVIDENCED BY STATEMENT OF NOTICE OF ASSESSMENT AND LIEN BY CITY OF AURORA IN THE AMOUNT OF $660.35 RECORDED SEPTEMBER 25, 2019, UNDER RECEPTION NO. **D9100573**.
6. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON IMPROVEMENT SURVEY PLAT CERTIFIED AUGUST 18, 2020 PREPARED BY KMD INC., JOB NO. 317190, STORED AS OUR IMAGE **32363193**:

   PLASTIC FENCE AND CHAIN LINK FENCE NOT ALONG PROPERTY BOUNDARIES

   NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

   NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

   NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF $125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
303-270-0445

EPIPHANY DEVELOPMENTS
MATT HILL
5533 FULLERTON CIR
LITTLETON, CO 80130

Reference

Your Reference Number:	
Our Order Number:	70711645
Our Customer Number:	85355
Invoice Requested by:	MATT HILL
Invoice (Process) Date:	March 17, 2021
Transaction Invoiced By:	Wade Frear
Email Address:	wfrear@ltgc.com

Invoice Number: 70711645 Date: March 17, 2021

Order Number: 70711645
Property Address: 773 EMPORIA STREET AURORA 80010
Parties: Nicholas Perkins Cassinis

Invoice Charges	
Previous Amount Due:	$0.00
Property Information Binder	$500.00
Total Invoice Amount:	$500.00
Current Balance Due:	$500.00

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number 70711645** on your Payment

invoice.odt 14420 07/2015 07/30/13 11:06:43 AM