



Land Title Guarantee Company Customer Distribution



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

Order Number: **ABC70716282-6**

Date: **06/07/2022**

Property Address: **HARVEST CROSSING SUBDIVISION FILING NO. 3, AURORA, CO 80018**

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

For Closing Assistance

Colin Snody
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6234 (Work)
(303) 393-3806 (Work Fax)
csnody@ltgc.com
Contact License: CO271428
Company License: CO44565

Closer's Assistant

Megan Corbin
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6291 (Work)
(303) 393-3865 (Work Fax)
mcorbin@ltgc.com
Company License: CO44565

For Title Assistance

Scott Bennetts
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4175 (Work)
sbennetts@ltgc.com

RICHMOND AMERICAN HOMES OF COLORADO, INC.
Attention: MATTHEW HENGEL
4350 SOUTH MONACO STREET
DENVER, CO 80237
matt.hengel@mdch.com
Delivered via: Electronic Mail

CENTRE COMMUNITIES LTD
Attention: DANIEL FRANK
7400 E ORCHARD RD #290-S
GREENWOOD VILLAGE, CO 80111
(303) 520-3085 (Cell)
(303) 573-0066 (Work)
(303) 573-6913 (Work Fax)
dfrank@centregrp.com
Delivered via: Electronic Mail

MDC HOLDINGS INC
Attention: JARED KNIGHT
4350 S MONACO STREET #500
DENVER, CO 80237
(319) 929-6694 (Cell)
(720) 977-3282 (Work)
(720) 977-9413 (Work Fax)
jared.knight@mdch.com
Delivered via: Electronic Mail

COOPER DEVELOPMENT
Attention: CINDY BEALL
cbeall@coopermgmt.com
Delivered via: Electronic Mail

MDC HOLDINGS INC
Attention: ANGIE CHAPMAN
4350 S MONACO STREET #500
DENVER, CO 80237
(602) 619-9119 (Cell)
(720) 977-3201 (Work)
(720) 977-4487 (Work Fax)
angie.chapman@mdch.com
Delivered via: Electronic Mail

MCGEADY BECHER PC
Attention: PAULA WILLIAMS
450 E 17TH AVE #400
DENVER, CO 80203
(303) 592-4380 (Work)
(303) 592-4385 (Work Fax)
pwilliams@specialdistrictlaw.com
Delivered via: Electronic Mail

JEWELL DEVELOPMENT, INC
Attention: RICHARD A FRANK, PRESIDENT
C/O CENTRE COMMUNITIES LTD
7400 E ORCHARD RD #290-S
GREENWOOD VILLAGE, CO 80111
(303) 573-0066 (Work)
(303) 573-6916 (Work Fax)
RFrank@centregrp.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABC70716282-6**

Date: **06/07/2022**

Property Address: **HARVEST CROSSING SUBDIVISION FILING NO. 3, AURORA, CO 80018**

Parties: **RICHMOND AMERICAN HOMES OF COLORADO, INC., A DELAWARE CORPORATION**
HARVEST & JEWELL, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$12,563.00
Deletion of Standard Exception(s)	\$75.00
Endorsement ALTA 9.1-06	\$2,000.00
Endorsement 103.7-06	\$250.00
Endorsement 100.31-06 (EXCEPTIONS 9, 17 AND 21)	\$2,000.00
Endorsement ALTA 28-06 (EXCEPTIONS 9, 17 AND 21 - MODIFIED FOR FUTURE IMPROVEMENTS)	\$1,000.00
Endorsement 103.5-06 (MODIFIED FOR FUTURE IMPROVEMENTS)	\$1,000.00
Endorsement ALTA 25-06	\$1,000.00
Endorsement ALTA 26	\$250.00
Endorsement Arbitration Deletion-06	\$0.00
Tax Certificate , 4 TAX PARCELS	\$104.00
	Total \$20,242.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Arapahoe county recorded 08/08/2008 under reception no. B8090223](#)

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule A

Order Number: ABC70716282-6

Property Address:

HARVEST CROSSING SUBDIVISION FILING NO. 3, AURORA, CO 80018

1. Effective Date:

05/31/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

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

\$16,219,250.00

Proposed Insured:

RICHMOND AMERICAN HOMES OF COLORADO, INC., A
DELAWARE CORPORATION

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

HARVEST & JEWELL, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER B8090223 IN THE RECORDS OF THE ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER; SITUATED IN THE WEST HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 00°02'41" WEST, A DISTANCE OF 2650.64 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00°02'41" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 2,051.37 FEET;

THENCE SOUTH 89°57'19" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF SOUTH HARVEST ROAD AS DEDICATED IN THE DOCUMENT RECORDED AT RECEPTION NO. E2030267 AND THE SOUTHERLY RIGHT-OF-WAY OF EAST WARREN AVENUE AS SHOWN ON HARVEST CROSSING FILING NO. 1 AS RECORDED AT RECEPTION NO. _____, BOTH IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 89°57'16" EAST, A DISTANCE OF 1,590.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule A

Order Number: ABC70716282-6

2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'59", AN ARC LENGTH OF 31.41 FEET;

3. SOUTH 89°58'17" EAST, A DISTANCE OF 32.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER B8090223;

THENCE SOUTH 00°01'43" WEST, ALONG SAID EAST LINE, A DISTANCE OF 3,232.75 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE NORTH 89°48'06" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,722.18 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29;

THENCE NORTH 00°00'48" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 815.56 FEET TO SOUTHWEST CORNER OF SAID SOUTH HARVEST ROAD;

THENCE SOUTH 89°59'12" EAST, A DISTANCE OF 80.00 FEET TO THE SOUTHEAST CORNER OF SAID SOUTH HARVEST ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF SOUTH HARVEST ROAD THE FOLLOWING TWO (2) COURSES;

1. NORTH 00°00'48" EAST, A DISTANCE OF 1833.22 FEET;

2. NORTH 00°02'41" EAST, A DISTANCE OF 599.33 FEET TO THE POINT OF BEGINNING.

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ALTA COMMITMENT
Chicago Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: ABC70716282-6

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF HARVEST CROSSING SUBDIVISION, FILING NO. 3.

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

2. (THIS ITEM WAS INTENTIONALLY DELETED)
3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR HARVEST & JEWELL, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

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

4. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HARVEST & JEWELL, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

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

5. GOOD AND SUFFICIENT DEED FROM HARVEST & JEWELL, LLC, A COLORADO LIMITED LIABILITY COMPANY TO JEWELL DEVELOPERS, INC., A COLORADO CORPORATION CONVEYING SUBJECT PROPERTY.
6. SPECIAL WARRANTY DEED FROM JEWELL DEVELOPERS, INC., A COLORADO CORPORATION TO RICHMOND AMERICAN HOMES OF COLORADO, INC., A DELAWARE CORPORATION CONVEYING SUBJECT PROPERTY.

ALTA COMMITMENT

Chicago Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC70716282-6

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF HARVEST & JEWELL, LLC, A COLORADO LIMITED LIABILITY COMPANY.

CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF RICHMOND AMERICAN HOMES OF COLORADO, INC., A DELAWARE CORPORATION.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2021 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE.

NOTE: ITEMS 7(A) AND 7(B) OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED.

NOTE: ITEM 8 UNDER SCHEDULE B-2 WILL BE DELETED UPON PROOF FROM THE OWNER STATING THERE ARE NO LEASES OR TENANTS ON SUBJECT PROPERTY.

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABC70716282-6](#)

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. RESERVATION OF ALL OIL, COAL AND OTHER MINERALS TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE ALL OIL, COAL AND OTHER MINERALS AND THE RIGHT OF INGRESS AND EGRESS TO PROSPECT FOR, MINE AND REMOVE ANY NECESSARY RIGHT OF WAY, AND THE RIGHT OF THE UNION PACIFIC RAILROAD COMPANY AND AS CONTAINED IN WARRANTY DEED FROM THE UNION PACIFIC LAND COMPANY TO THOMAS W. MCMAHON AND JOSEPH COHORST RECORDED FEBRUARY 3, 1913 IN BOOK 66 AT PAGE [17](#) IN THE ARAPAHOE COUNTY RECORDS, ARAPAHOE COUNTY, COLORADO.**

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT IN CONNECTION THEREWITH RECORDED MAY 16, 2002 UNDER RECEPTION NO. [B2090868](#).

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABC70716282-6](#)

10. ANY TAX, LIEN, FEE, OR ASSESSMENT RELATING TO OUTSTANDING BONDED INDEBTEDNESS EXISTING PRIOR TO DECEMBER 1, 2018 IN THE SABLE-ALTURA FIRE PROTECTION DISTRICT, AS SET FORTH IN ORDER OF EXCLUSION OF REAL PROPERTY RECORDED NOVEMBER 7, 2017 UNDER RECEPTION NO. [2017000098756](#), AND RECORDED DECEMBER 6, 2019 UNDER RECEPTION NO. [20190000107218](#) (ADAMS COUNTY RECORDS).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

11. THE EFFECT OF ORDINANCE #2006-33 ANNEXING CERTAIN LANDS RECORDED JULY 10, 2006 UNDER RECEPTION NO. [B6100151](#).
12. THE EFFECT OF ORDINANCE #2006-34 ZONING A PARCEL OF LAND RECORDED JULY 10, 2006 UNDER RECEPTION NO. [B6100261](#).
13. TERMS, CONDITIONS AND PROVISIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JULY 10, 2006 UNDER RECEPTION NO. [B6100265](#).
14. (THIS ITEM WAS INTENTIONALLY DELETED)
15. (THIS ITEM WAS INTENTIONALLY DELETED)
16. VILLAGES AT MURPHY CREEK: FRAMEWORK DEVELOPMENT PLAN RECORDED MARCH 8, 2007 UNDER RECEPTION NO. [B7029947](#).
17. MEMORANDUM OF LEASE AND AGREEMENT BETWEEN ANADARKO PETROLEUM CORPORATION, ANADARKO E&P COMPANY, LP AND ANADARKO LAND CORP., LESSOR, AND BURLINGTON RESOURCES OIL & GAS COMPANY LP AND COP BROG I LLC, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED DECEMBER 21, 2012, UNDER RECEPTION NO. [D2147993](#).

AMENDED AND RESTATED SURFACE USE AND DAMAGE AGREEMENT IN CONNECTION THEREWITH RECORDED MARCH 31, 2017 UNDER RECEPTION NO. [D7037052](#).

AMENDMENT TO AMENDED AND RESTATED SURFACE USE AND DAMAGE AGREEMENT RECORDED OCTOBER 14, 2020 UNDER RECEPTION NO. [E0138927](#).

SECOND AMENDMENT TO AMENDED AND RESTATED SURFACE USE AND DAMAGE AGREEMENT RECORDED FEBRUARY 17, 2022 UNDER RECEPTION NO. [E2019493](#).

18. (THIS ITEM WAS INTENTIONALLY DELETED)
19. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET.

NOTE: THE FOREGOING EXCEPTION WILL BE DELETED UPON RECORDATION OF A DULY EXECUTED AND ACKNOWLEDGED PLAT OF SUBJECT PROPERTY, WHICH CREATES SUFFICIENT ACCESS TO AND FROM THE PROPERTY TO BE INSURED.

20. (THIS ITEM WAS INTENTIONALLY DELETED)

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABC70716282-6

21. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. [E0121761](#).
22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 5, 2021 UNDER RECEPTION NO. [E1170252](#).

RESOLUTION OF THE BOARD OF DIRECTORS REGARDING THE IMPOSITION OF SYSTEM DEVELOPMENT FEES RECORDED JANUARY 18, 2022 UNDER RECEPTION NO. [E2005923](#),

ORDER GRANTING PETITION FOR NAME CHANGE FROM THE VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 1 TO HARVEST CROSSING METROPOLITAN DISTRICT NO. 3 RECORDED JANUARY 20, 2022 UNDER RECEPTION NO. [E2007278](#).

FIRST AMENDMENT TO SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED APRIL 8, 2022 UNDER RECEPTION NO. [E2039571](#).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

23. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 5, 2021 UNDER RECEPTION NO. [E1170251](#).

ORDER GRANTING PETITION FOR NAME CHANGE FROM THE VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 1 TO HARVEST CROSSING METROPOLITAN DISTRICT NO. 4 RECORDED JANUARY 20, 2022 UNDER RECEPTION NO. [E2007279](#).

NOTE: UPON ISSUANCE OF THE FINAL POLICY, THE FOLLOWING CLAUSE WILL BE ATTACHED TO THE FOREGOING EXCEPTION: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

24. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HARVEST CROSSING SUBDIVISION, FILING NO. 3 RECORDED _____, 2022 UNDER RECEPTION NO. _____.

DISCLOSURE STATEMENT

Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.

- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance 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 owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.

- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"

- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).

- Section 39-14-102 of Colorado Revised Statutes 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.

- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.

- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:

The subject property may be located in a special taxing district.

A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.

Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.



JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, and other government ID number)
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others

Collection of Browsing Information.

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device;

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Effective January 1, 2020

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Your Consent To This Privacy Notice: Notice

Changes: Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information: Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Effective January 1, 2020

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Commitment For Title Insurance

Issued by Chicago 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 EXTRACONTRACTUAL 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, Chicago Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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, 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; and
- (g) a counter-signature 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.
- (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>.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

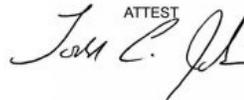
CHICAGO TITLE INSURANCE COMPANY

Issued through the Office of:
LAND TITLE GUARANTEE COMPANY
3033 E. 1ST AVE #600
DENVER, CO 80206
(303)321-1880



Craig B. Rants, Senior Vice President



By: 
President
ATTEST

Secretary

**AMERICAN
LAND TITLE
ASSOCIATION**



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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