



Stewart Title Guaranty Company Commercial Services
(Denver)
55 Madison Street, Suite 400
Denver, CO 80206

Date: August 23, 2022
File Number: 22000310577- Revision No. 1
Property: Prairie Point Flg 1, Aurora, CO

Please direct all Title inquiries to:

Andy Baker
Phone: (303) 780-4018
Email Address: andy.baker@stewart.com

SELLER:
Clayton Properties Group II, Inc., a Colorado corporation

SOURCE OF BUSINESS:
Terracina Design
Contact: Anthony "Ziggy" Files
Email: afiles@terracinadesign.com
Delivery Method: Emailed

THIS REVISION OF THE TITLE COMMITMENT INCLUDES THE FOLLOWING CHANGES:
Schedule A: Amended Legal Description.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Countersigned by:


Authorized Countersignature

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333
Agent ID: 06J050




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 55 Madison Street, Suite 400, Denver, CO 80206
Issuing Office's ALTA® Registry ID: 1027978
Loan ID Number:
Commitment Number: 22000310577
Issuing Office File Number: 22000310577
Property Address: Prairie Point Flg 1, Aurora, CO
Revision Number: 1

1. **Commitment Date:** August 05, 2022 at 5:30 P.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy None

Proposed Insured:

(b) 2021 ALTA® Loan Policy None

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

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

Clayton Properties Group II, Inc., a Colorado corporation

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

Informational Commitment Rate

Informational Commitment Fee: \$1,500.00

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A" LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 BEARS SOUTH 00°07'16" WEST, A DISTANCE OF 2,643.01 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, SOUTH 00°07'16" WEST, A DISTANCE OF 60.04 FEET TO SOUTHERLY RIGHT-OF-WAY OF EAST LONG AVENUE RECORDED UNDER RECEPTION NO. 1845357 IN THE OFFICIAL RECORDS OF THE ARAPAHOE COUNTY, COLORADO CLERK AND RECORDER'S OFFICE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 88°10'07" EAST, A DISTANCE OF 304.62 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 01°49'05" EAST, A DISTANCE OF 219.65 FEET;

THENCE SOUTH 86°00'20" WEST, A DISTANCE OF 76.14 FEET;

THENCE SOUTH 10°50'29" EAST, A DISTANCE OF 173.53 FEET;

THENCE SOUTH 41°12'16" EAST, A DISTANCE OF 83.17 FEET;

THENCE NORTH 61°13'59" EAST, A DISTANCE OF 27.55 FEET;

THENCE SOUTH 38°34'53" EAST, A DISTANCE OF 156.14 FEET;

THENCE SOUTH 42°25'08" EAST, A DISTANCE OF 98.83 FEET;

THENCE SOUTH 64°16'10" EAST, A DISTANCE OF 38.76 FEET;

THENCE SOUTH 61°27'05" EAST, A DISTANCE OF 62.97 FEET;

THENCE SOUTH 64°58'08" EAST, A DISTANCE OF 50.43 FEET;

THENCE SOUTH 15°02'15" EAST, A DISTANCE OF 493.62 FEET;

THENCE SOUTH 09°39'27" EAST, A DISTANCE OF 64.74 FEET;

THENCE SOUTH 11°41'17" EAST, A DISTANCE OF 61.48 FEET;

THENCE SOUTH 04°33'37" EAST, A DISTANCE OF 366.00 FEET;

THENCE SOUTH 04°34'03" EAST, A DISTANCE OF 61.00 FEET;

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE SOUTH 04°50'09" EAST, A DISTANCE OF 64.11 FEET;

THENCE SOUTH 07°30'50" EAST, A DISTANCE OF 29.29 FEET;

THENCE SOUTH 11°25'21" EAST, A DISTANCE OF 71.43 FEET;

THENCE SOUTH 17°10'03" EAST, A DISTANCE OF 71.44 FEET;

THENCE SOUTH 22°52'42" EAST, A DISTANCE OF 71.44 FEET;

THENCE SOUTH 28°35'21" EAST, A DISTANCE OF 71.44 FEET;

THENCE SOUTH 34°18'00" EAST, A DISTANCE OF 71.44 FEET;

THENCE SOUTH 40°00'39" EAST, A DISTANCE OF 71.44 FEET;

THENCE SOUTH 44°28'03" EAST, A DISTANCE OF 64.63 FEET;

THENCE SOUTH 44°50'51" EAST, A DISTANCE OF 151.82 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST KINGS POINT DRIVE RECORDED UNDER RECEPTION NO. _____ IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 45°08'54" WEST, A DISTANCE OF 448.75 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTH 44°51'06" WEST, A DISTANCE OF 576.89 FEET;

THENCE NORTH 11°35'23" WEST, A DISTANCE OF 259.78 FEET;

THENCE NORTH 11°59'16" WEST, A DISTANCE OF 499.20 FEET;

THENCE NORTH 11°26'54" WEST, A DISTANCE OF 375.00 FEET;

THENCE NORTH 12°03'12" WEST, A DISTANCE OF 75.00 FEET;

THENCE NORTH 11°22'10" WEST, A DISTANCE OF 116.91 FEET;

THENCE NORTH 11°49'58" WEST, A DISTANCE OF 183.02 FEET;

THENCE NORTH 70°34'33" WEST, A DISTANCE OF 275.76 FEET;

THENCE SOUTH 84°47'52" WEST, A DISTANCE OF 195.68 FEET TO THE NORTHEAST CORNER OF LOT 20, BLOCK 4, CHENANGO FILING NO. 3 RECORDED IN BOOK 38 AT PAGE 66 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, SOUTH 88°40'37" WEST, A DISTANCE OF 159.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 20 AND TO THE EASTERLY RIGHT-OF-WAY OF SAID EAST LONG AVENUE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 17°25'22" EAST, A DISTANCE OF 529.45 FEET TO THE BEGINNING OF A TANGENT CURVE

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 319.80 FEET;

2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°40'32", AN ARC LENGTH OF 394.48 FEET TO THE **POINT OF BEGINNING**.

PREPARED BY ANTHONY K. PEALL, PLS 38636
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 22000310577- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:
 - a. NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 22000310577- Amended No. 1

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) 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) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Reservation of an undivided one-half interest in oil, gas and petroleum as set forth in Warranty Deed recorded March 31, 1950 in [Book 670 at Page 165](#).
10. Reservations made by the Union Pacific Railway Company in Deed recorded July 18, 1885 in [Book A61 at Page 536](#), providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.
NOTE: Quitclaim Deed in connection therewith recorded April 16, 1971 in [Book 1920 at Page 247](#).
NOTE: Release and Quitclaim Deed in connection therewith recorded November 23, 1998 at [Reception No. A8189797](#), affects all of Section 35.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

11. An easement for utility and incidental purposes granted to Colorado Central Power Company, as set forth in an instrument recorded February 16, 1961, in [Book 1242 at Page 87](#).
NOTE: (Affects South 1/2 Section 35).
12. An easement for electric transmission and/or distribution lines and incidental purposes granted to Intermountain Rural Electric Association, as set forth in an instrument recorded September 28, 1972 in [Book 2062 at Page 363](#).
13. Bridle paths, 15-foot drainage and utility easement on either side of rights-of-way for East Long Avenue, and Travois Trail and 100-year flood plains reserved on Tracts A and B as shown on the plat of Chenango Filing No. 4, recorded June 15, 1981 at [Reception No. 2077839](#).
NOTE: Certified Copy of Order in connection therewith recorded June 11, 1985 in [Book 4462 at Page 495](#).
NOTE: Quit Claim Deed in connection therewith recorded March 8, 2019 at [Reception No. D9020194](#).
NOTE: (Affects All Section 35).
14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 5, 1988 in [Book 5426 at Page 649](#).
15. Terms, conditions, provisions, obligations and agreements as set forth in the Amendment to Kings Point North Annexation Agreement recorded April 18, 1989 in [Book 5673 at Page 68](#).
16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Drainage and Utility Easement recorded August 19, 1991 in [Book 6232 at Page 527](#).
17. Terms, conditions, provisions, obligations and agreements as set forth in the Findings of Fact, Conclusions of Law and Ruling of the Referee recorded February 10, 1999 at [Reception No. A9024021](#).
18. Terms, conditions, provisions, obligations, easements, agreements and each and every right of access to and from properties taken in Case No. 95-CV-2296, Division 3 as set forth in the Rule and Order recorded October 13, 1999 at [Reception No. A9166936](#).
NOTE: Vacation of Easement in connection therewith recorded November 19, 2004 at [Reception No. B4201799](#).
19. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Kings Point Metropolitan District No. 2, as evidenced by instrument recorded December 10, 2001 at [Reception No. B1213012](#).
20. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded March 6, 2002 at [Reception No. B2043203](#).
NOTE: Certificate of Compliance in connection therewith recorded June 10, 2002 at [Reception No. B2106567](#).
21. Terms, conditions, provisions, obligations and agreements as set forth in the Amended and Restated Agreement recorded March 21, 2002 at [Reception No. B2052587](#).
22. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded April 9, 2002 at [Reception No. B2065790](#).

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

23. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 2002-16, an ordinance relating to zoning recorded April 22, 2002 at [Reception No. B2073817](#).
24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Drainage Easement recorded April 22, 2002 at [Reception No. B2073831](#).
25. Easements, notes, covenants, restrictions and rights-of-way as shown on the Kings Point Framework Development Plan, recorded April 26, 2002 at [Reception No. B2077618](#).
26. Request for Notification of Surface Development recorded May 16, 2002 at [Reception No. B2090974](#).
27. An easement for electric transmission and/or distribution lines and incidental purposes granted to The Intermountain Rural Electric Association, as set forth in an instrument recorded December 6, 2004 at [Reception No. B4209787](#).
28. Terms, conditions, provisions, obligations and agreements as set forth in the Findings and Ruling of the Referee recorded June 6, 2005 at [Reception No. B5081878](#).
29. Terms, conditions, provisions, obligations and agreements as set forth in the Declaration of Use Restrictions recorded June 16, 2005 at [Reception No. B5089026](#).
30. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution of Kings Point Metropolitan District No. 2 regarding the imposition of facility fees recorded September 21, 2005 at [Reception No. B5142460](#).
31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded March 2, 2006 at [Reception No. B6034651](#), the temporary construction easement expires upon completion of the intended construction.
32. United States Patent recorded March 19, 2014 at [Reception No. 4022050](#).
33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Drainage and Utility Easement recorded August 2, 2018 at [Reception No. D8076162](#).
34. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Slope Easement recorded August 2, 2018 at [Reception No. D8076173](#).
35. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement for Trail Purposes recorded August 2, 2018 at [Reception No. D8076176](#).
36. Memorandum of Agreement recorded October 12, 2018 at [Reception No. D8101267](#).
37. Memorandum of Agreement recorded October 12, 2018 at [Reception No. D8101275](#).
38. Memorandum of Agreement recorded October 12, 2018 at [Reception No. D8101324](#).

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

39. Ordinance 2018-39, for South Ireland Way Street Vacation, recorded November 20, 2018 at [Reception No. D8114656](#).
40. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed of Easement recorded March 19, 2019 at [Reception No. D9023179](#).
41. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed of Easement recorded March 19, 2019 at [Reception No. D9023180](#).
42. Master License Agreement recorded September 24, 2019 at [Reception No. D9099362](#).
43. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement Agreement recorded February 19, 2020 at [Reception No. E0020910](#).
44. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement Agreement recorded February 19, 2020 at [Reception No. E0020911](#).
45. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement Agreement recorded February 19, 2020 at [Reception No. E0020912](#).
46. Memorandum of Agreement recorded April 15, 2020 at [Reception No. E0045368](#).
47. An easement for Utility Underground Access Easement and incidental purposes granted to Intermountain Rural Electric Association, as set forth in an instrument recorded May 27, 2020 at [Reception No. E0061864](#).
48. An easement for Utility Overhead and Underground Easement and incidental purposes granted to Intermountain Rural Electric Association, as set forth in an instrument recorded February 23, 2021 at [Reception No. E1030132](#).
49. Terms, conditions, provisions, obligations, easements and agreements (Water Rights) as set forth in Bargain and Sale Deed recorded May 21, 2021 at [Reception No. E1082477](#).
50. Surveyor's Affidavit of Correction recorded August 12, 2021 at [Reception No. E1126358](#).
51. Order for Inclusion recorded October 19, 2021 at [Reception No. E1159171](#).
52. Order for Inclusion recorded October 19, 2021 at [Reception No. E1159172](#).
53. Order for Inclusion recorded October 19, 2021 at [Reception No. E1159173](#).
54. Resolution No. 2021-10-03 recorded March 8, 2022 at [Reception No. E2026654](#).
55. Order Granting Petition for Name Change recorded May 9, 2022 at [Reception No. E2051811](#).
56. Order Granting Petition for Name Change recorded May 9, 2022 at [Reception No. E2051812](#).

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

57. Order Granting Petition for Name Change recorded May 9, 2022 at [Reception No. E2051813](#).

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Stewart Title Guaranty Company -
Commercial Services
55 Madison Street, Suite 400
Denver, CO 80206
Phone
Fax

MINERAL DISCLOSURE

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 APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

STG Privacy Notice 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 title 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 non-financial 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 — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [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 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, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

When recorded return to:

Oakwood Homes
4908 Tower Road
Denver, Colorado 80249
Attn: Bruce Rau

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed") is dated this 19th day of May 2021, between KINGSPPOINT LIMITED LIABILITY COMPANY, a Wyoming limited liability company formerly known as The Meadows Limited Liability Company ("Grantor"), whose address is 3033 East 1st Avenue, Suite 305, Denver, Colorado 80206, and CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation doing business as Oakwood Homes ("Grantee"), whose address is 4908 Tower Road, Denver, Colorado 80249.

Grantor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Grantee the real property in the County of Arapahoe, State of Colorado, more particularly described in Exhibit A attached hereto, which is incorporated herein by reference (the "Property"), with all its appurtenances, and warrants the title to the same against all persons claiming by, through or under Grantor, subject to the "Permitted Exceptions," which matters are listed as Permitted Exceptions on Exhibit B attached hereto and incorporated herein by reference.

Grantor for itself, its successors and assigns hereby expressly excepts from this conveyance and reserves unto Grantor all rights to subsurface mineral estates or other mineral rights in, upon, and/or under the Property, including all rights to explore for, to exploit and produce, and be paid royalties in connection with (a) coal, oil, natural gas, and other hydrocarbons, (b) gravel and sand, (c) hard rock minerals, and (d) other similar mineral rights ("Mineral Rights"). Grantor for itself, its successors and assigns hereby relinquishes and quitclaims to Grantee, and its successors and assigns, in perpetuity, all rights of Grantor, and its successors and assigns, to enter upon or use the surface of the Property or the area between the surface and five hundred feet (500') below the surface of the Property for purposes of drilling, removal, extraction, production, utilization or other development of Mineral Rights, or setting of any equipment in connection therewith.

[SIGNATURE PAGE FOLLOWS]

Documentary Transfer Tax \$4,458.20

**First American Title Insurance Company
National Commercial Service
NCS-958593-CO**

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date and year first written above.

KINGSPPOINT LIMITED LIABILITY COMPANY,
a Wyoming limited liability company formerly known as
The Meadows Limited Liability Company

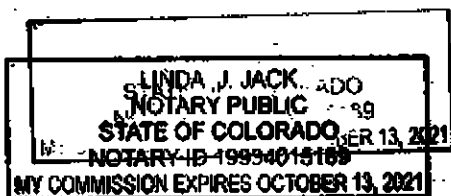
By: St F St
Stephen F. Sturm, Attorney-in-Fact

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of May 2021, by Stephen F. Sturm, as Attorney-in-Fact of Kingspoint Limited Liability Company, a Wyoming limited liability company formerly known as The Meadows Limited Liability Company.

Witness my hand and official seal.

My commission expires: 10/13/2021



Linda J. Jack
Notary Public

**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

Legal Description of Property

The following described real property located in Arapahoe County, Colorado:

PARCEL A (AKA KINGS POINT FILING 1)

A PART OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 2631.52 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 34;

THENCE NORTH 89 DEGREES 35 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 2661.35 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 89 DEGREES 36 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 2127.50 FEET;

THENCE NORTH 88 DEGREES 25 MINUTES 33 SECONDS EAST 25.03 FEET;

THENCE SOUTH 04 DEGREES 19 MINUTES 21 SECONDS EAST, 136.69 FEET;

THENCE SOUTH 49 DEGREES 19 MINUTES 21 SECONDS EAST, 51.19 FEET;

THENCE SOUTH 80 DEGREES 34 MINUTES 31 SECONDS EAST, 189.48 FEET;

THENCE SOUTH 09 DEGREES 25 MINUTES 29 SECONDS WEST, 42.20 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 03 DEGREES 24 MINUTES 38 SECONDS EAST A DISTANCE OF 214.15 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 40 MINUTES 12 SECONDS, A RADIUS OF 482.00 FEET, AN ARC LENGTH OF 215.95 FEET;

THENCE SOUTH 16 DEGREES 14 MINUTES 44 SECONDS EAST, 47.11 FEET;

THENCE SOUTH 21 DEGREES 49 MINUTES 40 SECONDS WEST, 31.49 FEET TO A POINT ON A CURVE;

THENCE ALONG SAID CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 57 DEGREES 09 MINUTES 25 SECONDS WEST A DISTANCE OF 31.49 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 03 DEGREES 21 MINUTES 35 SECONDS, A RADIUS OF 537.00 FEET, AN ARC LENGTH OF 31.49 FEET;

THENCE SOUTH 55 DEGREES 28 MINUTES 37 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 101.25 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 60 DEGREES 54 MINUTES 32 SECONDS WEST A DISTANCE OF 87.66 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES 51 MINUTES 49 SECONDS, A RADIUS OF 463.00 FEET, AN ARC LENGTH OF 87.79 FEET;

THENCE SOUTH 66 DEGREES 20 MINUTES 26 SECONDS WEST, 42.09 FEET;

THENCE SOUTH 23 DEGREES 46 MINUTES 59 SECONDS EAST 86.01 FEET;

THENCE SOUTH 59 DEGREES 17 MINUTES 39 SECONDS EAST, 24.00 FEET;

THENCE NORTH 74 DEGREES 28 MINUTES 49 SECONDS EAST, 40.00 FEET;

THENCE SOUTH 16 DEGREES 19 MINUTES 10 SECONDS EAST, 61.00 FEET;

THENCE NORTH 72 DEGREES 31 MINUTES 43 SECONDS EAST, 173.23 FEET;

THENCE SOUTH 58 DEGREES 56 MINUTES 08 SECONDS EAST, 41.89 FEET;

THENCE NORTH 80 DEGREES 40 MINUTES 12 SECONDS EAST, 11.76 FEET;

THENCE SOUTH 62 DEGREES 06 MINUTES 45 SECONDS EAST, 170.48 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 38 SECONDS EAST A DISTANCE OF 238.72 FEET TO A POINT

ON A CURVE NON-TANGENT ON THE NORTH RIGHT-OF-WAY LINE OF E-470;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE ALONG SAID CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 64 DEGREES 27 MINUTES 00 SECONDS WEST A DISTANCE OF 433.00 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11 DEGREES 36 MINUTES 12 SECONDS, A RADIUS OF 2141.83 FEET, AN ARC LENGTH OF 433.75 FEET TO A POINT OF TANGENT;

2. THENCE SOUTH 70 DEGREES 15 MINUTES 05 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 95.13 FEET;

3. THENCE SOUTH 74 DEGREES 00 MINUTES 05 SECONDS WEST A DISTANCE OF 1352.59 FEET;

4. THENCE SOUTH 71 DEGREES 45 MINUTES 05 SECONDS WEST A DISTANCE OF 102.96 FEET TO A POINT OF CURVE;

5. THENCE ALONG SAID CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 58 DEGREES 31 MINUTES 38 SECONDS WEST A DISTANCE OF 1816.23 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26 DEGREES 26 MINUTES 54 SECONDS, A RADIUS OF 3969.72 FEET, AN ARC LENGTH OF 1832.46 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34;

THENCE SOUTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 1891.72 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33;

THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 2636.79 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 89 DEGREES 35 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 A DISTANCE OF 465.26 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 83;

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

1. THENCE NORTH 28 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 1163.29 FEET;

2. THENCE NORTH 31 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 150.16 FEET;

3. THENCE NORTH 28 DEGREES 04 MINUTES 39 SECONDS WEST A DISTANCE OF 181.76 FEET TO THE SOUTHWEST CORNER OF KRAGELUND ACRES, A SUBDIVISION RECORDED IN PLAT BOOK 11 AT PAGE 41 OF THE ARAPAHOE COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID KRAGELUND ACRES THE FOLLOWING TWO (2) COURSES:

1. THENCE NORTH 89 DEGREES 31 MINUTES 11 SECONDS EAST A DISTANCE OF 1188.66 FEET;

2. THENCE NORTH 00 DEGREES 23 MINUTES 11 SECONDS EAST A DISTANCE OF 1318.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A GROSS AREA OF 428.278 ACRES, OR (18,655,789 SQUARE FEET) MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°35'33" WEST, 465.26 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY 83 (ALSO KNOWN AS SOUTH PARKER ROAD);

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 28° 10'15" WEST, 540.00 FEET;

THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 61°49'45" EAST, 250.00 FEET;

THENCE NORTH 40°17'15" EAST, 130.00 FEET;

THENCE NORTH 09° 25'50" EAST, 175.00 FEET;

THENCE NORTH 00°28' 49" WEST, 200.00 FEET;

THENCE NORTH 89° 31 '11" EAST, 21.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE

SOUTHERLY AND HAVING A RADIUS OF 883.00 FEET;
THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°16'53" AN ARC LENGTH OF 482.09 FEET;
THENCE NON-TANGENT TO SAID CURVE, SOUTH 62°21'16" EAST, 49.36 FEET;
THENCE SOUTH 32°55'00" WEST, 191.53 FEET;
THENCE SOUTH 00°24'24" EAST, 754.43 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33;
THENCE ALONG SAID LAST DESCRIBED SOUTHERLY LINE, SOUTH 89°35'36" WEST, 150.21 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 16.106 ACRES, OR (701,597 SQUARE FEET) MORE OR LESS.
SAID PARCEL A CONTAINING A NET AREA OF 412.175 ACRES, OR (17,954,192 SQUARE FEET) MORE OR LESS.

PARCEL B (AKA KINGS POINT FILING 2)

A PARCEL OF LAND BEING ALL OF TRACTS A, B AND THOSE BRIDAL PATHS LOCATED NORTH OF E-470 RIGHT-OF-WAY, CHENANGO FILING NO. 4 TOGETHER WITH PORTIONS OF THE EAST HALF OF SECTION 34 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST, WAS ASSUMED TO BEAR SOUTH 00°17'32" WEST AND IS MONUMENTED AT THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 35 BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "RLS 10377 1988 JR ENGINEERING".

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, SOUTH 00°17'32" WEST 150.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST DRY CREEK ROAD AS DESCRIBED UNDER RECEPTION NO. B2073829 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER;

THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°00'03" WEST 567.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 574.00 FEET;
2. WESTERLY ALONG SAID CURVE 72.70 FEET THROUGH A CENTRAL ANGLE OF 07°15'25";
3. TANGENT TO SAID CURVE SOUTH 83°44'32" WEST 226.62 FEET TO THE SOUTHEASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. B2073830 OF SAID ARAPAHOE COUNTY RECORDS;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE EASTERLY, NORTHERLY AND WESTERLY BOUNDARIES OF SAID PARCEL OF LAND THE FOLLOWING THREE (3) COURSES:

1. NORTH 06°15'28" WEST 100.00 FEET TO THE NORTHEAST CORNER THEREOF;
2. SOUTH 83°44'32" WEST 100.00 FEET TO THE NORTHWEST CORNER THEREOF;
3. SOUTH 06°15'28" EAST 100.00 FEET TO THE SOUTHWEST CORNER THEREOF BEING ALSO ON THE NORTHERLY RIGHT-OF-WAY OF SAID DRY CREEK ROAD;

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

1. SOUTH 83°44'32" WEST 1.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 500.00 FEET;
 2. WESTERLY ALONG SAID CURVE 63.33 FEET THROUGH A CENTRAL ANGLE OF 07°15'25";
 3. TANGENT TO SAID CURVE NORTH 89°00'03" WEST 126.58 FEET;
- THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, SOUTH 00°17'32" WEST 74.01 FEET TO THE

NORTHWEST CORNER OF KINGS POINT SUBDIVISION FILING NO. 3 AS RECORDED UNDER RECEPTION NO. B2187150 OF SAID ARAPAHOE COUNTY RECORDS;
THENCE ALONG THE WESTERLY BOUNDARY OF SAID KINGS POINT SUBDIVISION FILING NO. 3 THE FOLLOWING FIVE (5) COURSES:

1. CONTINUING SOUTH 00°17'32" WEST 103.72 FEET;
2. SOUTH 12°07'45" WEST 305.87 FEET;
3. SOUTH 03°18'26" WEST 77.78 FEET;
4. SOUTH 14°20'10" EAST 77.01 FEET;
5. SOUTH 23°09'28" EAST 260.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE E-470 PUBLIC HIGHWAY AUTHORITY AS DESCRIBED UNDER RECEPTION NO. A9166936 IN SAID ARAPAHOE COUNTY RECORDS;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 89°08'11" WEST 409.91 FEET;
 2. SOUTH 87°06'49" WEST 104.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2441.83 FEET;
 3. SOUTHWESTERLY ALONG SAID CURVE 929.45 FEET THROUGH A CENTRAL ANGLE OF 21°48'32";
 4. NON-TANGENT TO SAID CURVE NORTH 19°55'22" WEST 150.00 FEET;
 5. SOUTH 70°04'38" WEST 160.00 FEET;
 6. SOUTH 19°55'22" EAST 168.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2441.83 FEET AND A RADIAL BEARING OF SOUTH 28°28'33" EAST;
 7. SOUTHWESTERLY ALONG SAID CURVE 538.10 FEET THROUGH A CENTRAL ANGLE OF 12°37'34";
 8. TANGENT TO SAID CURVE SOUTH 48°53'53" WEST 104.94 FEET;
 9. SOUTH 45°08'54" WEST 2520.85 FEET;
 10. SOUTH 48°53'54" WEST 95.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2141.83 FEET AND A RADIAL BEARING OF NORTH 41°06'06" WEST;
 11. SOUTHWESTERLY ALONG SAID CURVE 364.67 FEET THROUGH A CENTRAL ANGLE OF 09°45'19";
- THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NON-TANGENT TO SAID CURVE, NORTH 00°04'38" EAST 238.65 FEET;
- THENCE NORTH 62°06'45" WEST 170.48 FEET;
- THENCE SOUTH 80°40'12" WEST 11.76 FEET;
- THENCE NORTH 58°56'08" WEST 41.89 FEET;
- THENCE SOUTH 72°31'43" WEST 173.23 FEET;
- THENCE NORTH 16°19'10" WEST 61.00 FEET;
- THENCE SOUTH 74°28'49" WEST 40.00 FEET;
- THENCE NORTH 59°17'39" WEST 24.00 FEET;
- THENCE NORTH 23°46'59" WEST 86.01 FEET;
- THENCE NORTH 66°20'26" EAST 42.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 463.00 FEET;
- THENCE NORTHEASTERLY ALONG SAID CURVE 87.79 FEET THROUGH A CENTRAL ANGLE OF 10°51'49";
- THENCE TANGENT TO SAID CURVE, NORTH 55°28'37" EAST 101.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 537.00 FEET;
- THENCE NORTHEASTERLY ALONG SAID CURVE 31.49 FEET THROUGH A CENTRAL ANGLE OF 03°21'35";
- THENCE NON-TANGENT TO SAID CURVE NORTH 21°49'40" EAST 31.49 FEET;
- THENCE NORTH 16°14'44" WEST 47.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 482.00 FEET;
- THENCE NORTHERLY ALONG SAID CURVE 215.95 FEET THROUGH A CENTRAL ANGLE OF 25°40'12";
- THENCE TANGENT TO SAID CURVE NORTH 09°25'29" EAST 42.20 FEET;
- THENCE NORTH 80°34'31" WEST 189.48 FEET;
- THENCE NORTH 49°19'21" WEST 51.19 FEET;
- THENCE NORTH 04°19'21" WEST 136.69 FEET;

THENCE SOUTH 88°25'33" WEST 25.03 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 1 OF CHENANGO FILING NO. 3 AS RECORDED IN PLAT BOOK 38 AT PAGES 66-69, IN SAID RECORDS; THENCE ALONG THE EASTERLY BOUNDARY AND THE EASTERLY BOUNDARY EXTENDED OF SAID LOT 4 THE FOLLOWING TWO (2) COURSES:

1. NORTH 04°19'21" WEST 154.23 FEET;
 2. NORTH 07°20'38" EAST 463.76 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 6232 AT PAGE 524 OF SAID ARAPAHOE COUNTY RECORDS BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET AND A RADIAL BEARING OF NORTH 13° 24' 37" EAST;
- THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1. NORTHWESTERLY ALONG SAID CURVE 224.47 FEET THROUGH A CENTRAL ANGLE OF 233° 50'24";
 2. NON-TANGENT TO SAID CURVE NORTH 83° 49' 02" WEST 47.84 FEET;
- THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTH 38°49'14" WEST 74.46 FEET TO THE EASTERLY RIGHT-OF-WAY OF EAST LONG AVENUE AS DEDICATED ON SAID PLAT OF CHENANGO FILING NO. 3, BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 480.00 FEET AND A RADIAL BEARING OF NORTH 41°48'24" WEST;
- THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
1. NORTHERLY ALONG SAID CURVE 481.83 FEET THROUGH A CENTRAL ANGLE OF 57°30'50";
 2. TANGENT TO SAID CURVE, NORTH 09°19'14" WEST 136.72 FEET TO THE SOUTHWEST CORNER OF LOT 20, BLOCK 4 OF SAID CHENANGO FILING NO. 3;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARIES OF SAID LOT 20 THE FOLLOWING FOUR (4) COURSES:

1. NORTH 80°40'46" EAST 233.45 FEET;
 2. NORTH 09°19'14" WEST 25.00 FEET;
 3. NORTH 05°19'23" WEST 458.10 FEET;
 4. SOUTH 88°40'37" WEST 159.99 FEET TO SAID EASTERLY RIGHT-OF-WAY OF EAST LONG AVENUE;
- THENCE DEPARTING SAID BOUNDARIES OF LOT 20 AND ALONG SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. NORTH 17°25'22" EAST 529.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 319.80 FEET;
2. NORTHEASTERLY ALONG SAID CURVE 394.48 FEET THROUGH A CENTRAL ANGLE OF 70°40'32";
3. TANGENT TO SAID CURVE NORTH 88°10'07" EAST 729.91 FEET TO THE WESTERLY RIGHT- OF-WAY OF SOUTH LONG AVENUE AS DEDICATED ON SAID PLAT OF CHENANGO FILING NO. 3 BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 288.23 FEET AND A RADIAL BEARING OF NORTH 73°12'04" EAST;

THENCE DEPARTING SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY AND NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF SOUTH IRELAND WAY THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ALONG SAID CURVE 59.00 FEET THROUGH A CENTRAL ANGLE OF 11°43'39";
2. TANGENT TO SAID CURVE NORTH 05°02'21" WEST 1.85 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY LINE NORTH 88°10'07" EAST 1876.25 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER THE FOLLOWING TWO (2) COURSES:

1. SOUTH 88°58'46" EAST 1359.65 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35;
 2. ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER SOUTH 89°00'03" EAST 1359.23 FEET TO THE POINT OF BEGINNING.
- CONTAINING A GROSS AREA OF 227.073 ACRES (9,891,320 GROSS SQ. FT.), MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND (AKA IRELAND WAY):

A PARCEL OF LAND BEING A PORTION OF SOUTH IRELAND WAY AS DEDICATED TO THE CITY OF AURORA BY CHENANGO FILING NO. 4, A SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE ARAPAHOE COUNTY CLERK AND RECORDERS AT RECEPTION NO. 2077839 SITUATED IN THE NORTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST, WAS ASSUMED TO BEAR NORTH $88^{\circ}10'07''$ EAST AND IS MONUMENTED AT THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 35 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 13155 1993".

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, NORTH $88^{\circ}10'07''$ EAST, A DISTANCE OF 718.48 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH $88^{\circ}10'07''$ EAST, A DISTANCE OF 60.10 FEET EAST TO THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 228.23 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH $84^{\circ}34'48''$ EAST;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FOURTEEN (14) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}22'58''$, AN ARC LENGTH OF 45.34 FEET;
2. SOUTH $16^{\circ}48'10''$ EAST, A DISTANCE OF 12.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 88.03 FEET;
3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $32^{\circ}25'56''$, AN ARC LENGTH OF 49.83 FEET;
4. SOUTH $54^{\circ}26'43''$ EAST, A DISTANCE OF 99.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 228.23 FEET;
5. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $41^{\circ}10'43''$, AN ARC LENGTH OF 164.03 FEET;
6. NORTH $84^{\circ}22'34''$ EAST, A DISTANCE OF 280.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 430.00 FEET;
7. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}55'15''$, AN ARC LENGTH OF 157.01 FEET;
8. SOUTH $74^{\circ}42'11''$ EAST, A DISTANCE OF 48.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 430.00 FEET;
9. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}21'50''$, AN ARC LENGTH OF 235.38 FEET;

10. SOUTH 43°20'21" EAST, A DISTANCE OF 290.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 370.00 FEET;

11. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°37'30", AN ARC LENGTH OF 191.31 FEET;

12. SOUTH 72°57'51" EAST, A DISTANCE OF 163.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 730.00 FEET;

13. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°02'45", AN ARC LENGTH OF 675.85 FEET;

14. SOUTH 19°55'06" EAST, A DISTANCE OF 1.70 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF THE E-470 PUBLIC HIGHWAY AS RECORDED UNDER RECEPTION NO. A9166936;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 70°04'38" WEST, A DISTANCE OF 60.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES:

1. NORTH 19°55'06" WEST, A DISTANCE OF 1.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 670.00 FEET;

2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°02'45", AN ARC LENGTH OF 620.30 FEET;

3. NORTH 72°57'51" WEST, A DISTANCE OF 163.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 430.00 FEET;

4. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°37'30", AN ARC LENGTH OF 222.33 FEET;

5. NORTH 43°20'21" WEST, A DISTANCE OF 290.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 370.00 FEET;

6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°21'50", AN ARC LENGTH OF 202.54 FEET;

7. NORTH 74°42'11" WEST, A DISTANCE OF 48.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 370.00 FEET;

8. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°55'15", AN ARC LENGTH OF 135.10 FEET;

9. SOUTH 84°22'34" WEST, A DISTANCE OF 280.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 288.23 FEET;

10. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°03'09", AN ARC LENGTH OF 206.52 FEET;

11. NORTH 54°26'43" WEST, A DISTANCE OF 176.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 232.36 FEET;

12. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $37^{\circ}21'52''$, AN ARC LENGTH OF 151.53 FEET;

13. NORTH $88^{\circ}10'07''$ EAST, A DISTANCE OF 177.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 288.23 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH $73^{\circ}12'34''$ EAST;

14. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}45'04''$, AN ARC LENGTH OF 59.12 FEET;

15. NORTH $05^{\circ}02'21''$ WEST, A DISTANCE OF 1.85 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3.446 ACRES, (150,120 SQUARE FEET), MORE OR LESS.

SAID PARCEL B CONTAINING A NET AREA OF 223.627 ACRES, OR (9,741,200 SQUARE FEET) MORE OR LESS.

PARCEL C (AKA KINGS POINT FILING 4)

A PARCEL OF LAND SITUATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 35, SAID POINT BEING ALSO THE NORTHEAST CORNER OF TRAVOIS FILING THREE AS RECORDED UNDER RECEPTION NO. 1670342 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, WHENCE THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH $00^{\circ}17'32''$ EAST, WITH ALL BEARINGS ARE MADE AS A REFERENCE HEREON;

THENCE ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 BEING ALSO THE NORTHERLY BOUNDARY OF SAID TRAVOIS THREE, SOUTH $89^{\circ}37'31''$ WEST 2097.96 FEET TO THE NORTHWEST CORNER OF SAID TRAVOIS FILING THREE;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRAVOIS FILING THREE THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH $03^{\circ}28'53''$ WEST 498.23 FEET;
2. SOUTH $64^{\circ}09'41''$ WEST 122.53 FEET;
3. SOUTH $03^{\circ}28'53''$ WEST 281.38 FEET;
4. SOUTH $75^{\circ}32'58''$ EAST 147.45 FEET;
5. SOUTH $30^{\circ}26'14''$ WEST 356.37 FEET;
6. SOUTH $11^{\circ}28'02''$ WEST 267.42 FEET;
7. SOUTH $31^{\circ}05'32''$ WEST 329.74 FEET;
8. SOUTH $61^{\circ}01'14''$ EAST 118.94 FEET;
9. SOUTH $27^{\circ}14'31''$ WEST 485.30 FEET;
10. SOUTH $45^{\circ}19'06''$ WEST 63.59 FEET;
11. SOUTH $24^{\circ}35'49''$ WEST 430.30 FEET TO THE SOUTHWEST CORNER OF SAID TRAVOIS FILING THREE BEING ALSO A POINT ON THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND ALONG SAID SOUTHERLY LINE, SOUTH $89^{\circ}33'26''$ WEST 2450.44 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, SOUTH 89°38'32" WEST 2664.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, SOUTH 89°38'25" WEST 323.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE E-470 PUBLIC HIGHWAY AUTHORITY AS RECORDED UNDER RECEPTION NO. A9166936 OF SAID ARAPAHOE COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3669.72 FEET AND A RADIAL BEARING OF SOUTH 39°40'28" EAST;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWENTY-THREE (23) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE 1372.10 FEET THROUGH A CENTRAL ANGLE OF 21°25'22";
 2. NORTH 71°45'05" EAST 97.07 FEET;
 3. NORTH 74°00'05" EAST 1356.52 FEET;
 4. NORTH 70°15'05" EAST 104.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2441.83 FEET;
 5. NORTHEASTERLY ALONG SAID CURVE 910.17 FEET THROUGH A CENTRAL ANGLE OF 21°21'23";
 6. NON-TANGENT TO SAID CURVE, NORTH 48°53'54" EAST 105.03 FEET;
 7. NORTH 45°08'54" EAST 123.63 FEET;
 8. SOUTH 02°34'59" EAST 598.20 FEET;
 9. NORTH 88°11'56" EAST 736.47 FEET;
 10. NORTH 01°53'33" WEST 1291.83 FEET;
 11. NORTH 45°08'54" EAST 1381.04 FEET;
 12. NORTH 48°53'53" EAST 95.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2141.83 FEET;
 13. NORTHEASTERLY ALONG SAID CURVE 426.74 FEET THROUGH A CENTRAL ANGLE OF 11°24'57";
 14. SOUTH 19°55'07" EAST 71.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 680.12 FEET AND A RADIAL BEARING OF NORTH 70°03'26" EAST
 15. SOUTHERLY ALONG SAID CURVE 80.87 FEET THROUGH A CENTRAL ANGLE OF 06°48'47";
 16. NON-TANGENT TO SAID CURVE, NORTH 60°26'12" EAST 50.19 FEET;
 17. NORTH 61°48'23" EAST 60.03 FEET;
 18. NORTH 63°35'41" EAST 50.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 520.00 FEET AND A RADIAL BEARING OF NORTH 63°38'33" EAST;
 19. NORTHWESTERLY ALONG SAID CURVE 58.37 FEET THROUGH A CENTRAL ANGLE OF 06°25'53";
 20. NON-TANGENT TO SAID CURVE, NORTH 19°55'35" WEST 92.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2141.83 FEET AND A RADIAL BEARING OF SOUTH 25°21'41" EAST;
 21. EASTERLY ALONG SAID CURVE 840.16 FEET THROUGH A CENTRAL ANGLE OF 22°28'30";
 22. TANGENT TO SAID CURVE, NORTH 87°06'49" EAST 95.13 FEET;
 23. SOUTH 89°08'11" EAST 1502.59 FEET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35;
- THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY LINE, SOUTH 00°17'32" WEST 1278.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 269.279 GROSS ACRES (11,729,796 GROSS SQ. FT.), MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND (AKA IRELAND WAY):

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF

ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 35, SAID POINT BEING ALSO THE NORTHEAST CORNER OF SAID TRAVOIS FILING THREE AS RECORDED IN SAID RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 89°37'38" WEST, WITH ALL BEARINGS MADE AS A REFERENCE HEREON;

THENCE ALONG THE NORTHERLY LINE OF SAID TRAVOIS FILING THREE, SOUTH 89°37'38" WEST 1774.86 FEET TO THE EASTERLY RIGHT-OF-WAY OF SOUTH IRELAND WAY AS DEDICATED ON THE VACATED FINAL PLAT OF CHENANGO FILING NO. 4 OF SAID ARAPAHOE COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 89°37'38" WEST 73.61 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 530.00 FEET AND A RADIAL BEARING OF NORTH 54°14'29" EAST;

THENCE DEPARTING SAID NORTHERLY LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. NORTHERLY ALONG SAID CURVE 172.58 FEET THROUGH A CENTRAL ANGLE OF 18°39'23";
 2. TANGENT TO SAID CURVE, NORTH 17°06'19" WEST 115.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 470.00 FEET;
 3. NORTHERLY ALONG SAID CURVE 195.83 FEET THROUGH A CENTRAL ANGLE OF 23°52'22";
 4. TANGENT TO SAID CURVE, NORTH 40°58'41" WEST 461.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 630.00 FEET;
 5. NORTHERLY ALONG SAID CURVE 158.84 FEET THROUGH A CENTRAL ANGLE OF 14°26'45" TO SAID SOUTHERLY RIGHT-OF-WAY OF THE E-470 PUBLIC HIGHWAY AUTHORITY;
- THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 61°48'23" EAST 60.03 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH IRELAND WAY, BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 570.00 FEET AND A RADIAL BEARING OF NORTH 63°38'33" EAST;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES:

1. SOUTHERLY ALONG SAID CURVE 145.45 FEET THROUGH A CENTRAL ANGLE OF 14°37'14";
2. TANGENT TO SAID CURVE, SOUTH 40°58'41" EAST 461.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 530.00 FEET;
3. SOUTHERLY ALONG SAID CURVE 220.83 FEET THROUGH A CENTRAL ANGLE OF 23°52'22";
4. TANGENT TO SAID CURVE, SOUTH 17°06'19" EAST 115.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 470.00 FEET;
5. SOUTHERLY ALONG SAID CURVE 153.17 FEET THROUGH A CENTRAL ANGLE OF 18°40'19";
6. TANGENT TO SAID CURVE SOUTH 35°46'38" EAST 42.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.545 ACRES OR (67,283 SQ. FT.), MORE OR LESS.

PARCEL C CONTAINING A NET AREA OF 267.734 ACRES OR (11,662,513 SQ. FT.) MORE OR LESS.

PARCELS A, B AND C CONTAINING A TOTAL AREA OF 903.536 ACRES, OR (22,105,310 SQUARE FEET), MORE OR LESS.

PREPARED BY:
ANTHONY K. PEALL, PLS NO. 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1
LITTLETON, CO 80122

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

Permitted Exceptions

1. Real property taxes and assessments for the year of 2021 and subsequent years.
2. Taxes, assessments, fees or charges, if any, resulting from the inclusion of the Property in a Kings Point Metropolitan District No. 1, Kings Point Metropolitan District No. 2, Kings Point Metropolitan District No. 3, and other any metropolitan district whose service plan includes the Property.
3. Reservations made by the Union Pacific Railway Company in Deed recorded July 18, 1885 in Book A61 at Page 536, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

NOTE: Quitclaim Deed in connection therewith recorded April 16, 1971 in Book 1920 at Page 247.

NOTE: Release and Quitclaim Deed in connection therewith recorded November 23, 1998 at Reception No. A8189797, affects all of Section 35.

4. An easement for electric distribution lines and incidental purposes granted to Colorado Central Power Company, as set forth in an instrument recorded February 23, 1961 in Book 1243 at Page 242.
5. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Contract recorded February 14, 1966 in Book 1649 at Page 25.

NOTE: Agreement and Partial Release in connection therewith recorded January 31, 1985 in Book 4360 at Page 267.

NOTE: Non-Fee Property Assignment and Conveyance Agreement in connection therewith recorded December 3, 2013 at Reception No. D3144633.

6. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Contract recorded May 24, 1966 in Book 1667 at Page 39.

NOTE: Non-Fee Property Assignment and Conveyance Agreement in connection therewith recorded December 3, 2013 at Reception No. D3144633.

7. An easement for communication and other facilities and incidental purposes granted to The Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded January 4, 1980 in Book 3147 at Page 539.

8. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 5, 1988 in Book 5426 at Page 649.

9. Terms, conditions, provisions, obligations and agreements as set forth in the Findings of Fact, Conclusions of Law and Ruling of the Referee recorded February 10, 1999 at Reception No. A9024021.

10. Terms, conditions, provisions, obligations, easements, agreements and each and every right of access of the grantor to and from properties taken in Case No. 95-CV-2296, Division 3 as set forth in the Rule and Order recorded October 13, 1999 at Reception No. A9166936.

11. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Kings Point Metropolitan District No. 2, as evidenced by instrument recorded December 10, 2001 at Reception No. B1213012.

12. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded March 6, 2002 at Reception No. B2043203.

NOTE: Certificate of Compliance in connection therewith recorded June 10, 2002 at Reception No. B2106567.

13. Terms, conditions, provisions, obligations and agreements as set forth in the Amended and Restated Agreement recorded March 21, 2002 at Reception No. B2052587.

14. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded April 9, 2002 at Reception No. B2065790.

15. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 2002-16, an ordinance relating to zoning recorded April 22, 2002 at Reception No. B2073817.

16. Easements, notes, covenants, restrictions and rights-of-way as shown on the Kings Point Framework Development Plan, recorded April 26, 2002 at Reception No. B2077618.

17. Request for Notification of Surface Development recorded May 16, 2002 at Reception No. B2090973.

18. Terms, conditions, provisions, obligations and agreements as set forth in the Findings and Ruling of the Referee recorded June 6, 2005 at Reception No. B5081878.

19. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution of Kings Point Metropolitan District No. 2 regarding the imposition of facility fees recorded September 21, 2005 at Reception No. B5142460.

20. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Avigation Easement recorded June 7, 2018 at Reception No. D8055051.

The Following Matters Affect PARCEL B:

21. Reservation of an undivided one-half interest in oil, gas and petroleum as set forth in Warranty Deed recorded March 31, 1950 in Book 670 at Page 165.

22. Reservations of Minerals to the Union Pacific Railroad Company and Quit Claimed to the Union Pacific Land Resources Corporation, recorded April 16, 1971 in Book 1920 at Page 247.

NOTE: Release and Quitclaim Deed in connection therewith recorded November 23, 1998 at Reception No. A8189797.

23. An easement for electric transmission and/or distribution lines and incidental purposes granted to Intermountain Rural Electric Association, as set forth in an instrument recorded September 28, 1972 in Book 2062 at Page 363.

24. Bridle paths, 15 foot drainage and utility easement on either side of rights-of-way for East Long Avenue, and Travois Trail and 100-year flood plains reserved on Tracts A and B as shown on the plat of Chenango Filing No. 4, recorded June 15, 1981 at Reception No. 2077839.

NOTE: Certified Copy of Order in connection therewith recorded June 11, 1985 in Book 4462 at Page 495.

NOTE: Quit Claim Deed in connection therewith recorded March 8, 2019 at Reception No. D9020194.

25. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 5, 1988 in Book 5426 at Page 649.

26. Terms, conditions, provisions, obligations and agreements as set forth in the Amendment to Kings Point North Annexation Agreement recorded April 18, 1989 in Book 5673 at Page 68.

27. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Drainage and Utility Easement recorded August 19, 1991 in Book 6232 at Page 527.

28. Terms, conditions, provisions, obligations and agreements as set forth in the Findings of Fact, Conclusions of Law and Ruling of the Referee recorded February 10, 1999 at Reception No. A9024021.

29. Terms, conditions, provisions, obligations, easements, agreements and each and every right of access to and from properties taken in Case No. 95-CV-2296, Division 3 as set forth in the Rule and Order recorded October 13, 1999 at Reception No. A9166936.

NOTE: Vacation of Easement in connection therewith recorded November 19, 2004 at Reception No. B4201799.

30. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Kings Point Metropolitan District No. 2, as evidenced by instrument recorded December 10, 2001 at Reception No. B1213012.

31. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded March 6, 2002 at Reception No. B2043203.

NOTE: Certificate of Compliance in connection therewith recorded June 10, 2002 at Reception No. B2106567.

32. Terms, conditions, provisions, obligations and agreements as set forth in the Amended and Restated Agreement recorded March 21, 2002 at Reception No. B2052587.

33. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded April 9, 2002 at Reception No. B2065790.

34. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 2002-16, an ordinance relating to zoning recorded April 22, 2002 at Reception No. B2073817.
35. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Drainage Easement recorded April 22, 2002 at Reception No. B2073831.
36. Easements, notes, covenants, restrictions and rights-of-way as shown on the Kings Point Framework Development Plan, recorded April 26, 2002 at Reception No. B2077618.
37. Request for Notification of Surface Development recorded May 16, 2002 at Reception No. B2090974.
38. An easement for electric transmission and/or distribution lines and incidental purposes granted to The Intermountain Rural Electric Association, as set forth in an instrument recorded December 6, 2004 at Reception No. B4209787.
39. Terms, conditions, provisions, obligations and agreements as set forth in the Findings and Ruling of the Referee recorded June 6, 2005 at Reception No. B5081878.
40. Terms, conditions, provisions, obligations and agreements as set forth in the Declaration of Use Restrictions recorded June 16, 2005 at Reception No. B5089026.
41. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution of Kings Point Metropolitan District No. 2 regarding the imposition of facility fees recorded September 21, 2005 at Reception No. B5142460.
42. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded March 2, 2006 at Reception No. B6034651, the temporary construction easement expires upon completion of the intended construction.
43. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Drainage and Utility Easement recorded August 2, 2018 at Reception No. D8076162.
44. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Slope Easement recorded August 2, 2018 at Reception No. D8076173.
45. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement for Trail Purposes recorded August 2, 2018 at Reception No. D8076176.
46. Ordinance 2018-39, for South Ireland Way Street Vacation, recorded November 20, 2018 at Reception No. D8114656.
47. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed of Easement recorded March 19, 2019 at Reception No. D9023179.
48. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed of Easement recorded March 19, 2019 at Reception No. D9023180.

The Following Matters Affect PARCEL C:

49. Reservations made by the Union Pacific Railway Company in Deed recorded March 31, 1950 in Book 670, Page 161, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

NOTE: Quitclaim Deed in connection therewith recorded April 16, 1971 in Book 1920 at Page 247. NOTE: Release and Quit Claim Deed in connection therewith recorded November 23, 1998 at Reception No. A8189797.

NOTE: (Affects All Section 35).

50. An easement for utility and incidental purposes granted to Colorado Central Power Company, as set forth in an instrument recorded February 23, 1961, in Book 1243 at Page 242.

NOTE: (Affects South 1/2 Section 34).

51. An easement for utility and incidental purposes granted to Colorado Central Power Company, as set forth in an instrument recorded February 16, 1961, in Book 1242 at Page 87.

NOTE: (Affects South 1/2 Section 35).

52. Bridle paths, 15 foot drainage and utility easement on either side of rights-of-way for East Long Avenue, and Travois Trail and 100-year flood plains reserved on Tracts A and B as dedicated by the plat of Chenango Filing No. 4 and lying within property described under Exhibit "A" to order recorded June 11, 1985 in Book 4462 at Page 495.

NOTE: Quit Claim Deed in connection therewith recorded March 8, 2019 at Reception No. D9020194.
NOTE: (Affects All Section 35).

53. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded March 6, 2002 at Reception No. B2043203.

NOTE: Certificate of Compliance in Connection with said Agreement recorded June 10, 2002 at Reception No. B2106567.

54. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 6, 1988, in Book 790 at Page 718 (Douglas County Records).

55. Terms, conditions, provisions, obligations and agreements as set forth in the Amendment to Annexation Agreement recorded April 18, 1989 in Book 5673 at Page 68.

56. Findings of Fact, Conclusions of Law and Ruling of the Referee concerning the Application for Water Rights recorded February 10, 1999 at Reception No. A9024021.

57. Each and every right of access of the grantor to and from the properties taken in Case No. 95-CV-2296, Division 3 as described in Rule and Order recorded October 13, 1999 at Reception No. A9166936.

58. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Rule and Order recorded October 13, 1999 at Reception No. A9166936.
59. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded February 08, 2002 at Reception No. B2026943.
60. Terms, conditions, provisions, obligations and agreements as set forth in the Amended and Restated Agreement recorded March 21, 2002 at Reception No. B2052587.
61. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded April 09, 2002 at Reception No. B2065790.
62. Ordinance No. 2002-16, for Zoning, recorded April 22, 2002 at Reception No. B2073817.
63. Terms, conditions, provisions, obligations and agreements as set forth in the Kings Point Framework Development Plan recorded April 26, 2002 at Reception No. B2077618.
64. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded May 16, 2002 at Reception No. B2090974.
65. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants, Conditions and Restrictions of Travois Filing No. Three recorded April 11, 1978, in Book 2755 at Page 375 and as amended in instrument recorded February 02, 1994 in Book 7394 at Page 304 and as amended in instrument recorded May 11, 1998 at Reception No. A8069767 and as amended in instrument recorded July 21, 2003 at Reception No. B3155791, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
66. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded March 2, 2006 at Reception No. B6034651.
67. Terms, conditions, provisions, obligations and agreements as set forth in the Order of Exclusion recorded April 28, 2006 at Reception No. B6065323.
68. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Kings Point Metro District No. 2, as evidenced by instrument recorded November 19, 2018 at Reception No. D8113618.
69. Terms, conditions, provisions, obligations and agreements as set forth in the Bargain and Sale Deed (Mineral Rights) recorded December 27, 2019 at Reception No. D9142423.

The Following Matters Affect the Indicated Parcel(s):

70. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement Agreement recorded February 19, 2020 at Reception No. E0020910, affects Parcel B.
71. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement Agreement recorded February 19, 2020 at Reception No. E0020911, affects Parcel B.

72. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement Agreement recorded February 19, 2020 at Reception No. E0020912, affects Parcel B.

73. An easement for Utility Underground Access Easement and incidental purposes granted to Intermountain Rural Electric Association, as set forth in an instrument recorded May 27, 2020 at Reception No. E0061864, affects Parcels A, B, and C.

74. An easement for Utility Overhead and Underground Easement and incidental purposes granted to Intermountain Rural Electric Association, as set forth in an instrument recorded February 23, 2021 at Reception No. E1030132, affects Parcel B.

75. Terms, conditions, provisions, obligations and agreements as set forth in: (i) District No. 1 Agreement for Sale and Purchase of Real Estate dated August 29, 2016, by and between Bruce Stokes ("Stokes") and Grantor (as amended or assigned through the date hereof); (ii) District No. 1 First Amendment to Agreement for Sale and Purchase of Real Estate dated November 27, 2018, by and between Stokes and Grantor (as amended or assigned through the date hereof); (iii) District No. 2 Agreement for Sale and Purchase of Real Estate dated February 19, 2018, by and between Stokes and Grantor (as amended or assigned through the date hereof); (iv) District No. 2 First Amendment to Agreement for Sale and Purchase of Real Estate dated November 19, 2018, by and between Stokes and Grantor (as amended or assigned through the date hereof); (v) District No. 3 Agreement for Sale and Purchase of Real Estate dated February 19, 2018, by and between Stokes and Grantor (as amended or assigned through the date hereof); (vi) District No. 3 First Amendment to Agreement for Sale and Purchase of Real Estate dated November 27, 2018, by and between Stokes and Grantor (as amended or assigned through the date hereof); (vii) District No. 1 Second Amendment to Agreement for Sale and Purchase of Real Estate dated June 27, 2020, by and between Stokes and Grantor (as amended or assigned through the date hereof); (viii) District No. 2 Second Amendment to Agreement for Sale and Purchase of Real Estate dated June 27, 2020, by and between Stokes and Grantor (as amended or assigned through the date hereof); and (ix) District No. 3 Second Amendment to Agreement for Sale and Purchase of Real Estate dated June 27, 2020, by and between Stokes and Grantor (as amended or assigned through the date hereof).