



4908 Tower Road, Suite 110
Denver, CO 80249
PH: (303) 486-8970
FX: (303) 486-8975

Date: June 07, 2023

FILE NO. 37387

State License No.: 112145
Phone: (303) 486-8970
Fax: (303) 486-8975

Property Address: PLATTING COMMITMENT, AURORA, CO
Seller: CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION
Buyer/Borrower:

DELIVERY TRANSMITTAL

To:	CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION
Company:	
Address:	4908 TOWER ROAD DENVER, CO 80249
Email:	
Phone:	

For any funds you need to bring to a closing, we can accept by law no more than \$500 in personal checks. Above that amount, we will accept a bank issued cashier's check up to \$25000. If your total required funds exceeds this then please wire your funds to us 24 hours before closing.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
TITLE RESOURCES 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **TITLE RESOURCES 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by **TITLE RESOURCES GUARANTY COMPANY**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- 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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company 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.

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- 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 HAS BEEN ISSUED BY AN ISSUING AGENT

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.

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.

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.

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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>.

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

Issuing Agent: Town and Country Title Services, LLC
Issuing Office: 4908 Tower Road, Suite 110, Denver, CO 80249
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 37387
Issuing Office File Number: 37387
Property Address: PLATTING COMMITMENT, AURORA, CO
Revision Number:

SCHEDULE A

1. Commitment Date: June 02, 2023 at 8:00 A.M.
2. Policy to be issued:
 - (a) ALTA® INFORMATIONAL COMMITMENT - NO POLICIES TO BE ISSUED
Proposed Insured:
Proposed Amount of Insurance: \$
Premium:
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance \$
Premium:
The estate or interest to be 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


_____

Title Resources Guaranty Company

By: _____
President/CEO
Michael Hayden
Secretary

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued
For Reference only, this is not an invoice.

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INFORMATION COMMITMENT \$150.00

TOTAL \$150.00

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EXHIBIT "A"
LEGAL DESCRIPTION

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

ALL OF TRACT B, PRAIRIE POINT GOLF COURSE SUBDIVISION FILING NO. 1 AS SHOWN ON THE RECORDED PLAT THEREOF IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NUMBER _____, TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 34, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 34 BEARS SOUTH 89°36'13" WEST, A DISTANCE OF 2661.01 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

THENCE NORTH 80°06'14" EAST, A DISTANCE OF 617.07 FEET TO THE MOST EASTERLY CORNER OF SAID PRAIRIE POINT GOLF COURSE SUBDIVISION FILING NO. 1, SAID POINT ALSO BEING ON THE SOUTHWESTERLY LINE OF TRACT A, ANTELOPE CREEK SUBDIVISION FILING NO. 1 AS SHOWN IN SAID RECORDS AT RECEPTION NUMBER _____ AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHWESTERLY LINE THENCE SOUTH 44°51'06" EAST, A DISTANCE OF 340.44 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST PRAIRIE POINT DRIVE AS SHOWN IN SAID RECORDS AT RECEPTION NUMBER _____;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 45°08'54" WEST, A DISTANCE OF 257.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2,467.00 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°16'04", AN ARC LENGTH OF 872.67 FEET;
3. SOUTH 65°24'58" WEST, A DISTANCE OF 1,017.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 392.00 FEET;
4. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°35'07", AN ARC LENGTH OF 58.74 FEET
5. SOUTH 74°00'05" WEST, A DISTANCE OF 1,287.47 FEET TO THE BEGINNING OF A

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TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2,500.00 FEET;

6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°35'56", AN ARC LENGTH OF 637.00 FEET;
7. SOUTH 59°24'09" WEST, A DISTANCE OF 152.06 FEET TO AN EASTERLY LINE OF LOT 1, BLOCK 1 OF SAID PRAIRIE POINT GOLF COURSE SUBDIVISION FILING NO. 1;

THENCE ALONG THE EASTERLY, NORTHERLY AND SOUTHERLY LINE OF SAID LOT 1, BLOCK 1 THE FOLLOWING THIRTEEN (13) COURSES:

1. NORTH 27°00'33" WEST, A DISTANCE OF 508.77 FEET;
2. SOUTH 87°04'01" WEST, A DISTANCE OF 118.65 FEET;
3. NORTH 46°33'13" WEST, A DISTANCE OF 276.95 FEET;
4. NORTH 43°26'47" EAST, A DISTANCE OF 701.62 FEET;
5. NORTH 51°04'59" EAST, A DISTANCE OF 582.25 FEET;
6. SOUTH 80°22'17" EAST, A DISTANCE OF 297.54 FEET;
7. SOUTH 81°59'01" EAST, A DISTANCE OF 68.40 FEET;
8. SOUTH 81°18'24" EAST, A DISTANCE OF 308.81 FEET;
9. SOUTH 84°48'24" EAST, A DISTANCE OF 699.06 FEET;
10. NORTH 78°48'25" EAST, A DISTANCE OF 796.43 FEET;
11. NORTH 76°51'54" EAST, A DISTANCE OF 205.00 FEET;
12. NORTH 80°31'14" EAST, A DISTANCE OF 388.28 FEET;
13. NORTH 47°34'27" EAST, A DISTANCE OF 645.83 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 86.936 ACRES, (3,786,941 SQUARE FEET), MORE OR LESS.

COUNTY OF ARAPAHOE,
STATE OF COLORADO.

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SCHEDULE B, PART I - Requirements

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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. 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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SCHEDULE B, PART II - Exceptions

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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. 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.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (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.
11. 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](#).

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12. 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).
13. 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](#).
14. 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](#).
15. 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](#).
16. 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](#).
17. 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](#).
18. ORDER AND DECREE ORGANIZING DISTRICT, ISSUING CERTIFICATES OF ELECTION AND RELEASING BOND FOR KINGS POINT METROPOLITAN DISTRICT NO. 1 RECORDED DECEMBER 10, 2001 AT RECEPTION NO. [B1213013](#).
19. 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](#).
20. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE AMENDED AND RESTATED AGREEMENT RECORDED MARCH 21, 2002 AT RECEPTION NO. [B2052587](#).
21. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE MEMORANDUM OF AGREEMENT RECORDED APRIL 9, 2002 AT RECEPTION NO. [B2065790](#).
22. 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](#).
23. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN

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THE DRAINAGE EASEMENT RECORDED APRIL 22, 2002 AT RECEPTION NO. [B2073831](#).

24. 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](#).
25. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 AT RECEPTION NO. [B2090974](#).
26. 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](#).
27. 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](#).
28. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE DECLARATION OF USE RESTRICTIONS RECORDED JUNE 16, 2005 AT RECEPTION NO. [B5089026](#).
29. 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](#).
30. 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.
31. UNITED STATES PATENT RECORDED MARCH 19, 2014 AT RECEPTION NO. [4022050](#).
32. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN SLOPE EASEMENT RECORDED JUNE 1, 2018 AT RECEPTION NO. [D8052142](#).
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](#).
39. ORDER FOR INCLUSION RECORDED NOVEMBER 19, 2018 AT RECEPTION NO. [D8113618](#).
40. ORDINANCE 2018-39, FOR SOUTH IRELAND WAY STREET VACATION, RECORDED NOVEMBER 20, 2018 AT RECEPTION NO. [D8114656](#).
41. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN

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- THE DEED OF EASEMENT RECORDED MARCH 19, 2019 AT RECEPTION NO. [D9023179](#).
42. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE DEED OF EASEMENT RECORDED MARCH 19, 2019 AT RECEPTION NO. [D9023180](#).
 43. MASTER LICENSE AGREEMENT RECORDED SEPTEMBER 24, 2019 AT RECEPTION NO. [D9099362](#).
 44. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE PERMANENT EASEMENT AGREEMENT RECORDED FEBRUARY 19, 2020 AT RECEPTION NO. [E0020910](#).
 45. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE PERMANENT EASEMENT AGREEMENT RECORDED FEBRUARY 19, 2020 AT RECEPTION NO. [E0020911](#).
 46. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE PERMANENT EASEMENT AGREEMENT RECORDED FEBRUARY 19, 2020 AT RECEPTION NO. [E0020912](#).
 47. MEMORANDUM OF AGREEMENT RECORDED APRIL 15, 2020 AT RECEPTION NO. [E0045368](#).
 48. 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](#).
 49. 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](#).
 50. 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](#).
 51. SURVEYOR'S AFFIDAVIT OF CORRECTION RECORDED AUGUST 12, 2021 AT RECEPTION NO. [E1126358](#).
 52. ORDER FOR INCLUSION RECORDED OCTOBER 19, 2021 AT RECEPTION NO. [E1159171](#).
 53. ORDER FOR INCLUSION RECORDED OCTOBER 19, 2021 AT RECEPTION NO. [E1159172](#).
 54. ORDER FOR INCLUSION RECORDED OCTOBER 19, 2021 AT RECEPTION NO. [E1159173](#).
 55. RESOLUTION NO. 2021-10-03 RECORDED MARCH 8, 2022 AT RECEPTION NO. [E2026654](#).
 56. ORDER GRANTING PETITION FOR NAME CHANGE RECORDED MAY 9, 2022 AT RECEPTION NO. [E2051811](#).
 57. ORDER GRANTING PETITION FOR NAME CHANGE RECORDED MAY 9, 2022 AT RECEPTION NO. [E2051812](#).
 58. ORDER GRANTING PETITION FOR NAME CHANGE RECORDED MAY 9, 2022 AT RECEPTION NO. [E2051813](#).

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	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.titleresources.com/privacypolicy	

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Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY 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 safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (https://www.anywhere.re); Anywhere Integrated Services, LLC (https://www.anywhereis.re); and HomeServices of America, Inc. (https://www.homeservices.com).</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.titleresources.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.titleresources.com/privacypolicy