



LAND TITLE GUARANTEE COMPANY

Date: March 07, 2024

Subject: Attached Title Policy/Guarantee

Enclosed please find your product relating to the property located at HARMONY SUBDIVISION FILING NO. 16, AURORA, CO 80018.

If you have any inquiries or require further assistance, please contact SCOTT CIESLEWICZ at (303) 850-4189 or scieslewicz@ltgc.com

Chain of Title Documents:

[Arapahoe county recorded 10/31/2017 under reception no. D7123486](#)

[Arapahoe county recorded 10/31/2017 under reception no. D7123487](#)

[Arapahoe county recorded 10/31/2017 under reception no. D7123488](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

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

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

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

4. Notice of Loss - Limitation of Action

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

5. Option to Pay, Settle or Compromise Claims

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

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

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

8. Binder Entire Contract

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

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

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

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

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

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



Craig B. Rants, Senior Vice President



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

By



President

Attest



Secretary

AMERICAN
LAND TITLE
ASSOCIATION



Old Republic National Title Insurance Company
PROPERTY INFORMATION BINDER

Order Number: RND70831556

Policy No.: PIB70831556.26464875

Liability: \$50,000.00

Fee: \$500.00

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

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

GUARANTEES

CVL CONSULTANTS

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

February 26, 2024 at 5:00 P.M.

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

MELCOR/TC AURORA, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

FEE SIMPLE

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

PARCEL A:

A PARCEL OF LAND, SITUATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9, BEING MONUMENTED BY A 3-1/4" DIAMETER ALUMINUM CAP ON A NO. 6 REBAR SET FLUSH WITH THE EXISTING GROUND, STAMPED "WESTWOOD T4S R65W 1/4 S8/S9 2022 PLS 25369", FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 9, BEING MONUMENTED BY A 3-1/4" DIAMETER ALUMINUM CAP ON A NO. 6 REBAR IN A RANGE BOX, STAMPED "AZTEC CONSULTANTS INC T4S R65W 5/4/8/9 2023 PLS 38256", BEARS NORTH 00°22'06" WEST, A DISTANCE OF 2660.27 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°21'50" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 72.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF POWHATON ROAD AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER B8109446 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, SAID POINT

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70831556

Policy No.: PIB70831556.26464875

BEING THE POINT OF BEGINNING;

THENCE NORTH 00°22'06" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2630.37 FEET TO A POINT BEING 30.00 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89°17'16" EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 96.60 FEET;

THENCE SOUTH 00°42'44" EAST, A DISTANCE OF 42.00 FEET TO A POINT OF NON TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°39'22", AN ARC LENGTH OF 39.12 FEET, THE CHORD OF WHICH BEARS SOUTH 44°27'35" WEST, 35.25 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°22'06" EAST, A DISTANCE OF 485.01 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS SOUTH 45°22'06" EAST, 35.36 FEET TO A POINT OF NON TANGENCY;

THENCE SOUTH 00°22'06" EAST, A DISTANCE OF 64.00 FEET TO A POINT OF NON TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS SOUTH 44°37'54" WEST, 35.36 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°22'06" EAST, A DISTANCE OF 626.50 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS SOUTH 45°22'06" EAST, 35.36 FEET TO A POINT OF NON TANGENCY;

THENCE SOUTH 00°22'06" EAST, A DISTANCE OF 80.00 FEET TO A POINT OF NON TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS SOUTH 44°37'54" WEST, 35.36 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°22'06" EAST, A DISTANCE OF 1208.10 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89°21'50" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING,

LEGAL DESCRIPTION PREPARED BY:
WILLIAM F. HESSELBACH, JR., PLS 25369
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

PARCEL B:

A PARCEL OF LAND, SITUATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH,

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70831556

Policy No.: PIB70831556.26464875

RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9, BEING MONUMENTED BY A 3-1/4" DIAMETER ALUMINUM CAP ON A NO. 6 REBAR IN A RANGE BOX, STAMPED "AZTEC CONSULTANTS INC T4S R65W 5/4/8/9 2023 PLS 38256", FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 9, BEING MONUMENTED BY A 3-1/4" DIAMETER ALUMINUM CAP ON A NO. 6 REBAR SET FLUSH WITH THE EXISTING GROUND, STAMPED "WESTWOOD T4S R65W 1/4 S8/S9 2022 PLS 25369", BEARS SOUTH 00°22'06" EAST, A DISTANCE OF 2660.27 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 80°36'44" EAST, A DISTANCE OF 171.07 FEET TO A POINT BEING 30.00 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 89°17'16" EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2416.24 FEET TO A POINT ON THE RIGHT OF WAY OF E. 6TH AVENUE AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. B80449447 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°24'02" EAST ALONG SAID E. 6TH AVENUE RIGHT OF WAY, A DISTANCE OF 42.00 FEET;

THENCE SOUTH 89°17'16" WEST, A DISTANCE OF 81.70 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'52", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS SOUTH 44°17'20" WEST, 35.35 FEET TO A POINT OF NON TANGENCY;

THENCE SOUTH 89°17'11" WEST, A DISTANCE OF 80.00 FEET TO A POINT OF NON TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'08", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS NORTH 45°42'40" WEST, 35.36 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°17'16" WEST, A DISTANCE OF 1015.79 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°39'22", AN ARC LENGTH OF 39.12 FEET, THE CHORD OF WHICH BEARS SOUTH 44°27'35" WEST, 35.25 FEET;

THENCE SOUTH 00°22'06" EAST, A DISTANCE OF 42.14 FEET;

THENCE SOUTH 89°37'54" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 00°22'06" WEST, A DISTANCE OF 41.36 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°20'38", AN ARC LENGTH OF 39.42 FEET, THE CHORD OF WHICH BEARS NORTH 45°32'25" WEST, 35.46 FEET;

THENCE SOUTH 89°17'16" WEST, A DISTANCE OF 1058.52 FEET;

THENCE NORTH 00°42'44" WEST, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING,

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70831556

Policy No.: PIB70831556.26464875

LEGAL DESCRIPTION PREPARED BY:
WILLIAM F. HESSELBACH, JR., PLS 25369
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF FIRST CREEK.
3. RESERVATIONS MADE BY UNION PACIFIC RAILWAY COMPANY, IN DEED RECORDED OCTOBER 20, 1893, IN BOOK A70 AT PAGES [329](#) AND [330](#), PROVIDING SUBSTANTIALLY AS FOLLOWS: RESERVING UNTO SAID COMPANY AND ITS ASSIGNS ALL COAL THAT MAY BE FOUND UNDERNEATH THE 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 MINE THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR TRANSPORTATION OF COAL FROM SAME, AND ANY ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
4. EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, FOR TELEPHONE AND TELEGRAPH LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 28, 1929, IN BOOK 278 AT PAGE [197](#).
5. AN EASEMENT AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED FEBRUARY 28, 1929 IN BOOK 278 AT PAGE [197](#).
6. RESERVATION OF ALL MINERALS IN WARRANTY DEED RECORDED MARCH 1, 1988 IN BOOK 5378 AT PAGE [650](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
7. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SCHOOL SITE AGREEMENT RECORDED MAY 03, 1989 UNDER RECEPTION NO. [3083873](#).
8. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE RECORDED MAY 22, 1989 UNDER RECEPTION NO. [3089172](#).
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE RECORDED JUNE 06, 1989 UNDER RECEPTION NO. [3093726](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED JUNE 16, 1989 UNDER RECEPTION NO. [3096772](#).
11. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED DECEMBER 19, 1995 AT RECEPTION NO. [A5133864](#).
12. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. [B2090872](#).
13. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SUN MEADOWS METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 08, 2005, UNDER RECEPTION NO. [B5184807](#).
14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SUN MEADOWS METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 08, 2005, UNDER RECEPTION NO. [B5184808](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70831556

Policy No.: PIB70831556.26464875

15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SUN MEADOWS METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 08, 2005, UNDER RECEPTION NO. [B5184809](#).
16. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SUN MEADOWS METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 08, 2005, UNDER RECEPTION NO. [B5184810](#).
17. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE SUN MEADOW FRAMEWORK DEVELOPMENT PLAN RECORDED APRIL 5, 2010 UNDER RECEPTION NO. [D0032198](#).
18. RESERVATIONS AS CONTAINED IN SPECIAL WARRANTY DEEDS RECORDED OCTOBER 31, 2017, UNDER RECEPTION NO. [D7123484](#) AND [D7123485](#)
19. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 27, 2018, UNDER RECEPTION NO. [D8125685](#) AND SUPPLEMENTAL DECLARATION RECORDED OCTOBER 1, 2019 UNDER RECEPTION NO. [9102976](#) AND SUPPLEMENTAL DECLARATION RECORDED DECEMBER 26, 2019 UNDER RECEPTION NO. [D9141766](#) AND SUPPLEMENTAL DECLARATION RECORDED DECEMBER 31, 2019 UNDER RECEPTION NO. [D9143960](#) AND SUPPLEMENTAL DECLARATION RECORDED JUNE 2, 2020 UNDER RECEPTION NO. [E0065254](#) AND SUPPLEMENTAL DECLARATION RECORDED JULY 17, 2020 UNDER RECEPTION NO. [E0088556](#) AND SUPPLEMENTAL DECLARATION RECORDED JULY 28, 2020 UNDER RECEPTION NO. [E0094733](#) AND SUPPLEMENTAL DECLARATION RECORDED AUGUST 7, 2020 UNDER RECEPTION NO. [E010206](#) AND SUPPLEMENTAL DECLARATION RECORDED AUGUST 10, 2020 UNDER RECEPTION NO. [E0102007](#) AND SUPPLEMENTAL DECLARATION RECORDED DECEMBER 2, 2020 UNDER RECEPTION NO. [E0167306](#) AND SUPPLEMENTAL DECLARATION RECORDED JULY 8, 2021 UNDER RECEPTION NO. [E1108280](#) AND SUPPLEMENTAL DECLARATION RECORDED JULY 23, 2021 UNDER RECEPTION NO. [E1116218](#) AND SUPPLEMENTAL DECLARATION RECORDED AUGUST 2, 2021 UNDER RECEPTION NO. [E1120831](#) AND SUPPLEMENTAL DECLARATION RECORDED AUGUST 3, 2021 UNDER RECEPTION NO. [E1121286](#) AND SUPPLEMENTAL DECLARATION RECORDED NOVEMBER 22, 2021 UNDER RECEPTION NO. [E1178512](#).

DESIGNATION OF BUILDER RECORDED AUGUST 10, 2020 UNDER RECEPTION NO. [E0102008](#).

20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER UTILITY EASEMENT RECORDED JANUARY 19, 2023 UNDER RECEPTION NO. [E3003898](#).
21. DEED OF TRUST DATED JANUARY 11, 2018, FROM MELCOR/TC AURORA, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY, COLORADO FOR THE USE OF BCMP MORTGAGE INVESTMENT CORPORATION TO SECURE THE SUM OF \$56,000,000.00 RECORDED JANUARY 11, 2018, UNDER RECEPTION NO. [D8004246](#) AND AMENDMENT RECORDED MARCH 29, 2022 UNDER RECEPTION NO. [E2035161](#).
22. MECHANIC'S LIEN AS EVIDENCED BY STATEMENT OF CITY OF AURORA IN THE AMOUNT OF \$1,343.00 RECORDED DECEMBER 18, 2023, UNDER RECEPTION NO. [E3083838](#).

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

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

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70831556

Policy No.: PIB70831556.26464875

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

THIS PRODUCT WILL ONLY BE UPDATED FOR 24 MONTHS FOLLOWING THE EFFECTIVE DATE OF THE ORIGINAL BINDER.