



LAND TITLE GUARANTEE COMPANY

Date: August 03, 2023

Subject: Attached Title Policy/Guarantee

Enclosed please find your product relating to the property located at HARMONY SUBDIVISION FILING NO. 16 AND FILING NO. 17, Aurora, CO 80018.

If you have any inquiries or require further assistance, please contact Scott Bennetts at (303) 850-4175 or sbennetts@ltgc.com

Chain of Title Documents:

[Arapahoe county recorded 11/10/2011 under reception no. D1111231](#)

[Arapahoe county recorded 11/10/2011 under reception no. D1111232](#)

[Arapahoe county recorded 10/31/2017 under reception no. D7123484](#)

[Arapahoe county recorded 10/31/2017 under reception no. D7123485](#)

[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: RND70814745

Policy No.: PIB70814745.25346777

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

WESTWOOD PROFESSIONAL SERVICES INC.

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

July 24, 2023 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: (HARMONY FILING NO. 16)

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 15, 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 NORTHWEST CORNER OF SAID SECTION 15, BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER PIPE WITH A 3-1/4 DIAMETER ALUMINUM CAP, STAMPED "T4S, R65W, 9/10/15/16, 1995, LS 27609", FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 15, BEING MONUMENTED BY A FOUND 3 INCH DIAMETER BRASS CAP IN CONCRETE, STAMPED "CITY OF AURORA T4S, R65W, 1/4 16/15, 1998, LS 13327, IS ASSUMED TO BEAR SOUTH 00°33'02 EAST, A DISTANCE OF 2627.04 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 88° 49'18" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 72.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MONAGHAN ROAD AS DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER [B7016509](#) IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

THENCE CONTINUING NORTH 88° 49'18" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2552.73 FEET TO A POINT BEING THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE NORTH 88° 49'06" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2624.72 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID SECTION 15;

THENCE SOUTH 00° 37'10" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2654.06 FEET TO A POINT BEING THE EAST QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89° 06'55" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2626.57 FEET TO A POINT BEING THE CENTER QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89° 06'53" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 2553.86 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID MONAGHAN ROAD;

THENCE NORTH 00° 33'02" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 75.21 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90° 20'05", AN ARC LENGTH OF 55.18 FEET, THE CHORD OF WHICH BEARS SOUTH 45° 43'05" EAST, 49.64 FEET;

THENCE NORTH 89° 06'53" EAST, A DISTANCE OF 2032.58 FEET;

THENCE NORTH 00° 53'06" WEST, A DISTANCE OF 74.17 FEET;

THENCE NORTH 55° 58'03" WEST, A DISTANCE OF 143.91 FEET;

THENCE NORTH 01° 20'55" WEST, A DISTANCE OF 136.49 FEET;

THENCE NORTH 15° 56'07" WEST, A DISTANCE OF 56.58 FEET;

THENCE NORTH 41° 25'27" WEST, A DISTANCE OF 178.95 FEET;

THENCE NORTH 56° 03'54" WEST, A DISTANCE OF 113.00 FEET;

THENCE NORTH 30° 30'51" WEST, A DISTANCE OF 77.41 FEET;

THENCE SOUTH 66° 26'08" WEST, A DISTANCE OF 101.89 FEET;

THENCE NORTH 45° 05'03" WEST, A DISTANCE OF 169.64 FEET;

THENCE NORTH 04° 37'42" WEST, A DISTANCE OF 224.96 FEET;

THENCE NORTH 09° 12'59" EAST, A DISTANCE OF 349.41 FEET;

THENCE NORTH 38° 38'06" WEST, A DISTANCE OF 313.60 FEET;

THENCE NORTH 27° 08'59" WEST, A DISTANCE OF 596.02 FEET;

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

THENCE NORTH 50° 53'47" WEST, A DISTANCE OF 164.45 FEET;

THENCE NORTH 19° 49'19" WEST, A DISTANCE OF 255.45 FEET;

THENCE NORTH 01° 10'43" WEST, A DISTANCE OF 138.62 FEET;

THENCE SOUTH 88° 49'18" WEST, A DISTANCE OF 806.23 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89° 22'20", AN ARC LENGTH OF 54.59 FEET, THE CHORD OF WHICH BEARS SOUTH 44° 08'08" WEST, 49.23 FEET TO A POINT OF CUSP, SAID POINT BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID MONAGHAN ROAD;

THENCE NORTH 00° 33'02" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.62 FEET TO THE POINT OF BEGINNING

PARCEL B: (HARMONY FILING NO. 17)

A PARCEL OF LAND, LOCATED IN THE NORTH HALF 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 BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY A 2.5 DIAMETER ALUMINUM CAP IN A RANGE BOX, PLS 29430, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, MONUMENTED BY AN ILLEGIBLE 1.5 INCH DIAMETER BRASS CAP IN RANGE BOX, TWO FEET BELOW THE ROAD SURFACE, IS ASSUMED TO BEAR SOUTH 00° 22'06" EAST, A DISTANCE OF 2660.27 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 68° 02'30" EAST, A DISTANCE OF 77.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF POWHATON ROAD AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NUMBER [B8109446](#), SAID POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING THIRTY-EIGHT (38) COURSES:

1. NORTH 89° 17'16" EAST, 30.00 FEET SOUTH OF, AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2512.84 FEET;

2. SOUTH 00° 24'02" EAST, A DISTANCE OF 42.00 FEET, TO THE SOUTH RIGHT OF WAY LINE OF 6TH AVENUE, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NO. [B8049447](#);

3. NORTH 89° 17'16" EAST, ALONG THE SOUTH LINE OF SAID DEDICATION, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

4. CONTINUING ON SAID SOUTH RIGHT OF WAY LINE, NORTH 89° 17'38" EAST, A DISTANCE OF 2572.34 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MONAGHAN ROAD, AS RECORDED IN SAID RIGHT OF WAY DEDICATION;

5. SOUTH 00° 26'15" EAST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 2594.90 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

6. SOUTH 89° 21'49" WEST, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

DISTANCE OF 866.38 FEET TO A POINT ON THE EASTERN BOUNDARY OF HARMONY SUBDIVISION, FILING NO. 12 AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NO. E1057263;

THENCE THE FOLLOWING FOUR (4) COURSES TO FOLLOW SAID BOUNDARY;

7. NORTH 00° 38'11" WEST, A DISTANCE OF 40.00 FEET;

8. SOUTH 89° 21'49" WEST, A DISTANCE OF 1338.33 FEET TO A POINT OF CURVATURE;

9. SOUTHWESTERLY A DISTANCE OF 161.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2040.00 FEET, A CENTRAL ANGLE OF 04° 31'40", A CHORD BEARING OF SOUTH 87° 05'59" WEST, AND A CHORD LENGTH OF 161.17 FEET TO A POINT OF TANGENCY;

10. SOUTH 84° 50'09" WEST, A DISTANCE OF 21.99 FEET TO A POINT ON THE BOUNDARY OF APSP-8 AT HARMONY SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NO. D9077963;

THENCE THE FOLLOWING TEN (10) COURSES TO FOLLOW SAID BOUNDARY;

11. SOUTH 84° 50'09" WEST, A DISTANCE OF 46.42 FEET TO A POINT OF CURVATURE;

12. NORTHWESTERLY, A DISTANCE OF 47.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.00 FEET, A CENTRAL ANGLE OF 44° 19'02", A CHORD BEARING OF NORTH 73° 00'20" WEST, AND A CHORD LENGTH OF 46.01 FEET TO A POINT OF TANGENCY;

13. NORTH 50° 50'50" WEST, A DISTANCE OF 13.72 FEET TO A POINT OF CURVATURE;

14. NORTHWESTERLY, A DISTANCE OF 32.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.00 FEET, A CENTRAL ANGLE OF 30° 32'32", A CHORD BEARING OF NORTH 35° 34'34" WEST, AND A CHORD LENGTH OF 32.13 FEET TO A POINT OF COMPOUND CURVATURE;

15. NORTHWESTERLY, A DISTANCE OF 47.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 181.00 FEET, A CENTRAL ANGLE OF 15° 08'27", A CHORD BEARING OF NORTH 12° 44'05" WEST, AND A CHORD LENGTH OF 47.69 FEET TO A POINT OF TANGENCY;

16. NORTH 05° 09'51" WEST, A DISTANCE OF 69.33 FEET;

17. NORTH 11° 25'59" WEST, A DISTANCE OF 45.09 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;

18. NORTHWESTERLY, A DISTANCE OF 96.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1963.00 FEET, A CENTRAL ANGLE OF 02° 48'33", A CHORD BEARING OF NORTH 03° 15'08" WEST, AND A CHORD LENGTH OF 96.23 FEET TO A POINT OF NONTANGENCY;

19. SOUTH 89° 35'58" WEST, A DISTANCE OF 1345.37 FEET;

20. SOUTH 00° 23'59" EAST, A DISTANCE OF 338.99 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, SAID POINT BEING ON THE NORTH BOUNDARY OF HARMONY SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NO. D7146217;

21. SOUTH 89° 21'50" WEST, ALONG SAID NORTH BOUNDARY, AND AN EXTENSION THEREOF, A DISTANCE OF 1266.49 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID POWHATON ROAD;

22. NORTH 00° 22'06" WEST, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 2630.37 FEET TO THE POINT OF BEGINNING.

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.

(AFFECTS BOTH PARCELS)
2. RESERVATION BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED APRIL 2, 1897 IN BOOK A72 AT PAGE [285](#) AND IN DEED RECORDED JANUARY 12, 1898 IN BOOK A72 AT PAGE [567](#) OF SUCH COAL AS MAY BE UNDERNEATH THE SURFACE, AND THE RIGHT TO PROSPECT FOR, WORK AND REMOVE THE SAME. RELEASE OF CERTAIN SURFACE RIGHTS RECORDED SEPTEMBER 17, 2002 UNDER RECEPTION NO. [B2173411](#).
3. RESERVATION OF ONE HALF OF ALL OIL, GAS, AND MINERALS BY THE ESTATE OF MARY E. HERON IN EXECUTOR'S DEED RECORDED SEPTEMBER 30, 1946 IN BOOK 559 AT PAGE [179](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
4. RESERVATION BY HAROLD H. SMITH OF ONE HALF OF ALL OIL, GAS AND MINERAL RIGHTS IN DEED RECORDED MARCH 1, 1962 IN BOOK 1322 AT PAGE [178](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
5. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ARAPAHOE SOIL CONSERVATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 27, 1955, IN BOOK 948 AT PAGE [214](#).
6. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 02, 1962, IN BOOK 1376 AT PAGE [111](#).
7. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SCHOOL SITE AGREEMENT RECORDED DECEMBER 04, 1986 IN BOOK 4975 AT PAGE [394](#).
8. TERMS, CONDITIONS AND PROVISIONS OF AIR RIGHTS COVENANT RECORDED DECEMBER 12, 1986 UNDER RECEPTION NO. [2765987](#).
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ANNEXATION AGREEMENT RECORDED JANUARY 26, 1987 IN BOOK 5028 AT PAGE [546](#).
10. MATTERS SET FORTH IN ANNEXATION ORDINANCE RECORDED JANUARY 26, 1987 IN BOOK 5028 AT PAGE [624](#).
11. TERMS, CONDITIONS AND PROVISIONS OF SMITH FARMS GENERAL DEVELOPMENT PLAN RECORDED MARCH 2, 1987 UNDER RECEPTION NO. [2800753](#).
12. MATTERS SET FORTH IN REZONING ORDINANCE RECORDED SEPTEMBER 25, 2001 UNDER RECEPTION NO. [B1162907](#).
13. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. [B2090862](#).
14. TERMS, CONDITIONS AND PROVISIONS OF AN UNRECORDED AGRICULTURAL AND GRAZING LEASE DATED AUGUST 29, 2002 BETWEEN FIRST CREEK RANCH LLC, AS LANDLORD, AND MERLYN C. ATTEBERRY, AS TENANT.
15. TERMS, CONDITIONS AND PROVISIONS OF TRAILS AT FIRST CREEK FRAMEWORK DEVELOPMENT PLAN RECORDED JUNE 8, 2004 UNDER RECEPTION NO. [B4103117](#).
16. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TRAILS AT FIRST CREEK METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 17, 2004, UNDER RECEPTION NO. [B4216665](#).

NOTE: ORDER GRANTING NAME CHANGE TO "POWHATON ROAD METROPOLITAN DISTRICT NO. 6" RECORDED MAY 31, 2013 UNDER RECEPTION NO. [D3067716](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

ORDER FOR EXCLUSION OF REAL PROPERTY RECORDED DECEMBER 23, 2013 UNDER RECEPTION NO. [D3151315](#).

17. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FIRST CREEK METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 17, 2004, UNDER RECEPTION NO. [B4216666](#) AS CORRECTED BY INSTRUMENT RECORDED JULY 15, 2005 UNDER RECEPTION NO. [B5104464](#).

NOTE: ORDER GRANTING NAME CHANGE TO "POWHATON ROAD METROPOLITAN DISTRICT NO. 7" RECORDED MAY 31, 2013 UNDER RECEPTION NO. [D3067717](#).

ORDER FOR EXCLUSION OF REAL PROPERTY RECORDED DECEMBER 23, 2013 UNDER RECEPTION NO. [D3151316](#).

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED FEBRUARY 06, 2007 UNDER RECEPTION NO. [B7016510](#) AND RECORDED NOVEMBER 13, 2007 UNDER RECEPTION NO. [B7144685](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE AND UTILITY EASEMENT RECORDED FEBRUARY 06, 2007 UNDER RECEPTION NO. [B7016511](#) AND RECORDED NOVEMBER 13, 2007 UNDER RECEPTION NO. [B7144686](#).
20. OIL AND GAS LEASE BETWEEN FIRST CREEK RANCH, LLC AND ANADARKO E&P COMPANY LP, RECORDED JUNE 21, 2011 UNDER RECEPTION NO. [D1058190](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

PARTIAL ASSIGNMENT OF FIRST CREEK OIL AND GAS LEASE RECORDED NOVEMBER 10, 2011 UNDER RECEPTION NO. [D1111218](#).

AMENDMENT TO AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 16, 2014 UNDER RECEPTION NO. [D4086075](#).

AMENDMENT TO AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 16, 2014 UNDER RECEPTION NO. [D4086076](#).

SECOND AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED JUNE 27, 2016 UNDER RECEPTION NO. [D6067842](#).

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED JUNE 21, 2011 UNDER RECEPTION NO. [D1058191](#).

RELEASE OF SURFACE USE AGREEMENT RECORDED MARCH 14, 2017 UNDER RECEPTION NO. [D7029586](#).

22. RIGHTS AND EASEMENTS FOR NAVIGATION AND FISHERY IN FAVOR OF THE PUBLIC WHICH MAY EXIST OVER THAT PORTION OF SAID LAND LYING BENEATH THE WATER OF FIRST CREEK.
23. 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.
24. OIL AND GAS LEASE BETWEEN UNCLE JIM'S, LLC AND ANADARKO E&P COMPANY LP, RECORDED OCTOBER 04, 2011 UNDER RECEPTION NO. [D1095427](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

25. TERMS, CONDITIONS AND PROVISIONS OF THE FOLLOWING UNRECORDED INSTRUMENTS:
- STARFALL METROPOLITAN DISTRICT NOS. 1 AND 2:
1. ASSIGNMENT OF OPTIONS TO PURCHASE TAXABLE PROPERTY BY AND AMONG FIRST CREEK RANCH, LLC, MELCOR/TC AURORA, LLC, BARRY L. TALLEY, LINDA S. TALLEY AND JAMES SPEHALSKI DATED OCTOBER 31, 2011;
 2. VACANT LAND CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN BARRY L. TALLEY AS BUYER AND FIRST CREEK RANCH, LLC AS SELLER DATED AUGUST 24, 2004;
 3. EXTENSION OF CLOSING DATE OF THE VACANT LAND CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN BARRY L. TALLEY AS BUYER AND FIRST CREEK RANCH, LLC AS SELLER DATED MAY 5, 2008;
 4. VACANT LAND CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN LINDA TALLEY AS BUYER AND FIRST CREEK RANCH, LLC AS SELLER DATED AUGUST 24, 2004;
 5. EXTENSION OF CLOSING DATE OF THE VACANT LAND CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN LINDA TALLEY AS BUYER AND FIRST CREEK RANCH, LLC AS SELLER DATED MAY 16, 2006;
 6. OPTION TO PURCHASE TAXABLE PROPERTY BETWEEN JAMES SPEHALSKI AS BUYER AND FIRST CREEK RANCH, LLC AS SELLER DATED NOVEMBER 1, 2009;
 7. RESIGNATION OF DIRECTOR AND TERMINATION FROM OPTION TO PURCHASE TAXABLE PROPERTY FROM FIRST CREEK RANCH, LLC OF NORMAN STUARD DATED OCTOBER 12, 2011, ACKNOWLEDGED OCTOBER 17, 2011;
 8. RESIGNATION OF DIRECTOR AND TERMINATION FROM OPTION TO PURCHASE TAXABLE PROPERTY FROM FIRST CREEK RANCH, LLC OF SHAE STUARD DATED OCTOBER 10, 2011; ACKNOWLEDGED OCTOBER 18, 2011;

DEVELOPER ASSIGNMENTS RELATED TO DISTRICTS

1. GENERAL ASSIGNMENTS BY AND AMONG FIRST CREEK RANCH, LLC, SAND CREEK RANCH, LLC AND STARFALL RANCH, LLC AND MELCOR/TC AURORA, LLC DATED OCTOBER 31, 2011;

ESTOPPELS DIRECTORS

1. ESTOPPEL CERTIFICATE BY AND AMONG LEGAL COUNSEL FOR FIRST CREEK METROPOLITAN DISTRICT NOS. 1 AND 2 - WHITE, BEAR & ANKELE PROFESSIONAL CORPORATION DATED OCTOBER 31, 2011;
26. ONE-HALF OF ALL GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL OIL AND GAS AND OIL AND GAS RIGHTS, MINERALS AND MINERAL RIGHTS, AND ALL OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL RESOURCES IN OR UNDER THE LAND AS CONVEYED TO MELCOR MINERAL, LLC, A COLORADO LIMITED LIABILITY COMPANY BY DEED RECORDED NOVEMBER 10, 2011 UNDER RECEPTION NO. [D1111217](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF COVENANTS AND AGREEMENTS UNDER MINERAL RIGHTS TRANSFER AGREEMENT RECORDED NOVEMBER 10, 2011 UNDER RECEPTION NO. [D1111221](#).
28. OIL AND GAS AND OIL AND GAS RIGHTS, MINERALS, AND MINERAL RIGHTS AND ALL OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL MATERIAL AND RIGHTS AS RESERVED UNTO FIRST CREEK RANCH LLC, A COLORADO LIMITED LIABILITY COMPANY IN THE DEEDS RECORDED NOVEMBER 10, 2011 UNDER RECEPTION NOS. [D1111225](#) AND [D1111226](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

29. MINERAL DEEDS AND OTHER INSTRUMENTS PERTAINING TO MINERAL RIGHTS RECORDED AS FOLLOWS:
FEBRUARY 5, 2013 UNDER RECEPTION NO. [D3015374](#);
MARCH 5, 2013 UNDER RECEPTION NO. [D3027637](#);
MAY 17, 2013 UNDER RECEPTION NO. [D3061994](#);
DECEMBER 03, 2014 UNDER RECEPTION NO. [2014000084716](#) (ADAMS COUNTY RECORDING);
SEPTEMBER 24, 2015 UNDER RECEPTION NO. [2015000079667](#); (ADAMS COUNTY RECORDING)
FEBRUARY 19, 2016 UNDER RECEPTION NO. [D6017215](#);
AUGUST 7, 2017 UNDER RECEPTION NO. [D7089217](#);
AUGUST 7, 2017 UNDER RECEPTION NO. [D7089218](#).
30. FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREES OF THE WATER COURT RECORDED AUGUST 15, 2013 UNDER RECEPTION NOS. [D3103482](#) AND [D3103483](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FRAMEWORK DEVELOPMENT PLAN RECORDED DECEMBER 16, 2013 UNDER RECEPTION NO. [D3148699](#) AND HARMONY FRAMEWORK DEVELOPMENT PLAN RECORDED NOVEMBER 21, 2016 UNDER RECEPTION NO. [D6133393](#) AND HARMONY FRAMEWORK DEVELOPMENT PLAN RECORDED JULY 18, 2017 UNDER RECEPTION NO. [D7080727](#).
32. AN EASEMENT AND RIGHT-OF-WAY GRANTED TO BRONCO PIPELINE COMPANY, A COLORADO CORPORATION, FOR PIPELINE, APPURTENANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 18, 2014, UNDER RECEPTION NO. [D4086571](#), AS AMENDED BY INSTRUMENT RECORDED MARCH 12, 2015 UNDER RECEPTION NO. [D5023778](#) AND AMENDED APRIL 12, 2019 UNDER RECEPTION NO. [D9031859](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN ROAD EASEMENT GRANT RECORDED SEPTEMBER 23, 2014 UNDER RECEPTION NO. [D4088301](#).
34. OIL AND GAS LEASE BETWEEN RICHARD A. WEBSTER AND GAIL R. WEBSTER, TRUSTEES OF THE WEBSTER FAMILY TRUST UNDER AGREEMENT DATED NOVEMBER 7, 2011, LESSOR, AND CONOCOPHILLIPS COMPANY, LESSEE, RECORDED NOVEMBER 12, 2014 UNDER RECEPTION NO. [D4106780](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
AMENDMENT AND RATIFICATION OF PAID UP OIL AND GAS LEASE RECORDED SEPTEMBER 15, 2016 UNDER RECEPTION NO. [D6103729](#).
35. OIL AND GAS LEASE BETWEEN PATRICIA W. BLAKESLEE, TRUSTEE OF THE PATRICIA W. BLAKESLEE TRUST DATED JANUARY 17, 1998, LESSOR, AND CONOCOPHILLIPS COMPANY, LESSEE, RECORDED NOVEMBER 12, 2014 UNDER RECEPTION NO. [D4106781](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
AMENDMENT AND RATIFICATION OF PAID UP OIL AND GAS LEASE RECORDED SEPTEMBER 15, 2016 UNDER RECEPTION NO. [D6103730](#).
36. OIL AND GAS LEASE BETWEEN ROBERT W. WEBSTER, TRUSTEE UNDER THE ROBERT W. WEBSTER DECLARATION OF TRUST DATED MAY 9, 2000, LESSOR, AND CONOCOPHILLIPS, LESSEE, RECORDED NOVEMBER 12, 2014 UNDER RECEPTION NO. [D4106782](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
AMENDMENT AND RATIFICATION OF PAID UP OIL AND GAS LEASE RECORDED SEPTEMBER 15, 2016 UNDER RECEPTION NO. [D6103728](#).
37. OIL AND GAS LEASE BETWEEN NANCY C. WEBSTER, TRUSTEE UNDER THE NANCY C. WEBSTER DECLARATION OF TRUST DATED MAY 9, 2000, LESSOR, AND CONOCOPHILLIPS, LESSEE, RECORDED NOVEMBER 12, 2014 UNDER RECEPTION NO. [D4106783](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
AMENDMENT AND RATIFICATION OF PAID UP OIL AND GAS LEASE RECORDED SEPTEMBER 15, 2016 UNDER RECEPTION NO. [D6103727](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

38. OIL AND GAS LEASE BETWEEN THOMAS M. WEBSTER, SR. AND JUDITH S. WEBSTER, TRUSTEES OF THE THOMAS M. WEBSTER, SR. AND JUDITH S. WEBSTER FAMILY TRUST AGREEMENT, LESSOR, AND CONOCOPHILLIPS COMPANY, LESSEE, RECORDED NOVEMBER 12, 2014 UNDER RECEPTION NO. [D4106784](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AMENDMENT AND RATIFICATION OF PAID UP OIL AND GAS LEASE RECORDED SEPTEMBER 15, 2016 UNDER RECEPTION NO. [D6103731](#).

39. OIL AND GAS LEASE BETWEEN AMY VOLK MINERALS, LLC, LESSOR, AND BISON OIL & GAS, LLC, LESSEE, RECORDED JUNE 27, 2016 UNDER RECEPTION NO. [D6067606](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
40. OIL AND GAS LEASE BETWEEN BLT INVESTMENTS LLC, LESSOR, AND BISON OIL & GAS, LLC, LESSEE, RECORDED JULY 05, 2016 UNDER RECEPTION NO. [D6071080](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
41. OIL AND GAS LEASE BETWEEN MANDY HALSEY MINERALS, LLC, LESSOR, AND BISON OIL & GAS, LLC, LESSEE, RECORDED JULY 05, 2016 UNDER RECEPTION NO. [D6071081](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AGREEMENT RECORDED SEPTEMBER 22, 2016 UNDER RECEPTION NO. [D6107125](#) AS AMENDED BY INSTRUMENT RECORDED JUNE 23, 2021 UNDER RECEPTION NO. [E1100574](#).
43. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE POWHATAN ROAD METRO DISTRICT NO. 7, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 23, 2018, UNDER RECEPTION NO. [D8007188](#).

DISCLOSURE TO PURCHASERS RECORDED SEPTEMBER 3, 2020 UNDER RECEPTION NO. [E0116172](#)

44. 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 DECLARATIONS RECORDED OCTOBER 1, 2019 UNDER RECEPTION NO. [D9102976](#) AND RECORDED DECEMBER 26, 2019 UNDER RECEPTION NO. [D9141766](#) AND RECORDED DECEMBER 31, 2019 UNDER RECEPTION NO. [D9143960](#) AND RECORDED JUNE 2, 2020 UNDER RECEPTION NO. [E0065254](#) AND RECORDED JULY 17, 2020 UNDER RECEPTION NO. [E0088556](#) AND RECORDED JULY 28, 2020 UNDER RECEPTION NO. [E0094733](#) AND RECORDED AUGUST 07, 2020 UNDER RECEPTION NO. [E0101206](#) AND RECORDED AUGUST 10, 2020 UNDER RECEPTION NO. [E0102007](#) AND RECORDED DECEMBER 02, 2020 UNDER RECEPTION NO. [E0167306](#) AND RECORDED JULY 08, 2021 UNDER RECEPTION NO. [E1108280](#) AND RECORDED JULY 23, 2021 UNDER RECEPTION NO. [E1116218](#) AND RECORDED AUGUST 02, 2021 UNDER RECEPTION NO. [E1120831](#) AND RECORDED AUGUST 03, 2021 UNDER RECEPTION NO. [E1121286](#) AND RECORDED NOVEMBER 22, 2021 UNDER RECEPTION NO. [E1178512](#) AND RECORDED APRIL 18, 2023 UNDER RECEPTION NO. [E3025321](#) AND RECORDED MAY 03, 2023 UNDER RECEPTION NO. [E3029603](#) AND RECORDED MAY 05, 2023 UNDER RECEPTION NO. [E3030362](#) AND RECORDED MAY 24, 2023 UNDER RECEPTION NO. [E3034753](#).

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

45. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 02, 2019, UNDER RECEPTION NO. [D9103765](#).
46. MATTERS SET FORTH IN NATURAL GAS PIPELINE GATHERING SYSTEM AS BUILD SITE PLAN RECORDED NOVEMBER 6, 2020 UNDER RECEPTION NO. [E0153558](#)

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

47. MATTERS SET FORTH IN LONE TREE NORTH PHASE 2 OIL & GAS WELL PERMIT MAP RECORDED JUNE 22, 2021 UNDER RECEPTION NO. [E1099647](#)
48. 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 \$112,000,000.00 RECORDED JANUARY 11, 2018, UNDER RECEPTION NO. [D8004249](#).

ASSIGNMENT OF BENEFICIAL INTEREST RECORDED OCTOBER 19, 2021 UNDER RECEPTION NO. [E1159086](#)

AMENDMENT TO DEED OF TRUST WAS RECORDED MARCH 29, 2022, UNDER RECEPTION NO. [E2035161](#).

(ITEMS 9-48 AFFECT PARCEL A)

49. 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.
50. RESERVATION OF COAL IN DEED RECORDED OCTOBER 20, 1893 IN BOOK A70 AT PAGE [329](#).
51. AN EASEMENT AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED FEBRUARY 28, 1929 IN BOOK 278 AT PAGE [197](#).
52. MATTERS SET FORTH IN NOTICE SETTING FORTH DESCRIPTION OF AREA OF SUBJECT TO BUILDING CODE RECORDED OCTOBER 07, 1963, UNDER RECEPTION NO. [880751](#).
53. RESERVATION OF ALL MINERALS IN WARRANTY DEED RECORDED MARCH 1, 1988 IN BOOK 5378 AT PAGE [650](#).
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SCHOOL SITE AGREEMENT RECORDED MAY 03, 1989 UNDER RECEPTION NO. [3083873](#).
55. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED MAY 22, 1989 AT RECEPTION NO. [3089172](#).
56. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED JUNE 06, 1989 AT RECEPTION NO. [3093726](#).
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED JUNE 16, 1989 UNDER RECEPTION NO. [3096772](#).
58. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED DECEMBER 19, 1995 AT RECEPTION NO. [A5133864](#).
59. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. [B2090872](#).
60. 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](#).

NOTE: NO SUCH TAXES, FEES, LIENS OR ASSESSMENTS ARE CURRENTLY DUE, PAYABLE OR OF RECORD.

61. 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](#).

NOTE: NO SUCH TAXES, FEES, LIENS OR ASSESSMENTS ARE CURRENTLY DUE, PAYABLE OR OF RECORD.

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

62. 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](#).

NOTE: NO SUCH TAXES, FEES, LIENS OR ASSESSMENTS ARE CURRENTLY DUE, PAYABLE OR OF RECORD.

63. 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](#).

NOTE: NO SUCH TAXES, FEES, LIENS OR ASSESSMENTS ARE CURRENTLY DUE, PAYABLE OR OF RECORD.

64. MATTERS SET FORTH IN SUN MEADOW FRAMEWORK DEVELOPMENT PLAN MAP RECORDED APRIL 05, 2010, UNDER RECEPTION NO. [D0032198](#).

65. RIGHTS AND EASEMENTS FOR NAVIGATION AND FISHERY IN FAVOR OF THE PUBLIC WHICH MAY EXIST OVER THAT PORTION OF SAID LAND LYING BENEATH THE WATER OF FIRST CREEK AS IT TRAVERSES SAID PROPERTY.

66. RESERVATIONS AS CONTAINED IN SPECIAL WARRANTY DEEDS RECORDED OCTOBER 31, 2017, UNDER RECEPTION NO. [D7123484](#) AND [D7123485](#)

67. 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 DECLARATIONS RECORDED OCTOBER 1, 2019 UNDER RECEPTION NO. [D9102976](#) AND RECORDED DECEMBER 26, 2019 UNDER RECEPTION NO. [D9141766](#) AND RECORDED DECEMBER 31, 2019 UNDER RECEPTION NO. [D9143960](#) AND RECORDED JUNE 2, 2020 UNDER RECEPTION NO. [E0065254](#) AND RECORDED JULY 17, 2020 UNDER RECEPTION NO. [E0088556](#) AND RECORDED JULY 28, 2020 UNDER RECEPTION NO. [E0094733](#) AND RECORDED AUGUST 07, 2020 UNDER RECEPTION NO. [E0101206](#) AND RECORDED AUGUST 10, 2020 UNDER RECEPTION NO. [E0102007](#) AND RECORDED DECEMBER 02, 2020 UNDER RECEPTION NO. [E0167306](#) AND RECORDED JULY 08, 2021 UNDER RECEPTION NO. [E1108280](#) AND RECORDED JULY 23, 2021 UNDER RECEPTION NO. [E1116218](#) AND RECORDED AUGUST 02, 2021 UNDER RECEPTION NO. [E1120831](#) AND RECORDED AUGUST 03, 2021 UNDER RECEPTION NO. [E1121286](#) AND RECORDED NOVEMBER 22, 2021 UNDER RECEPTION NO. [E1178512](#) AND RECORDED APRIL 18, 2023 UNDER RECEPTION NO. [E3025321](#) AND RECORDED MAY 03, 2023 UNDER RECEPTION NO. [E3029603](#) AND RECORDED MAY 05, 2023 UNDER RECEPTION NO. [E3030362](#) AND RECORDED MAY 24, 2023 UNDER RECEPTION NO. [E3034753](#).

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

68. 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 \$112,000,000.00 RECORDED JANUARY 11, 2018, UNDER RECEPTION NO. [D8004249](#).

ASSIGNMENT OF BENEFICIAL INTEREST RECORDED OCTOBER 19, 2021 UNDER RECEPTION NO. [E1159086](#)

AMENDMENT TO DEED OF TRUST WAS RECORDED MARCH 29, 2022, UNDER RECEPTION NO. [E2035161](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70814745

Policy No.: PIB70814745.25346777

69. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER UTILITY EASEMENT RECORDED JANUARY 19, 2023 UNDER RECEPTION NO. [E3003898](#).

(ITEMS 49-69 AFFECT PARCEL B)

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

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

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

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



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
(303) 270-0445
Tax ID: 84-0572036

WESTWOOD PROFESSIONAL SERVICES INC
ATTN: BRIAN WILSON
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112-1562

Reference

Your Reference Number:
Our Order Number: 70814745
Our Customer Number: 55259.6
Invoice (Process) Date: 08/03/2023
Transaction Invoiced By: Michael Welninski
Email Address: mwelninski@ltgc.com

Invoice Number: 70814745

Property Address: HARMONY SUBDIVISION FILING NO. 16, Aurora, CO 80018

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

- Charges -

Property Information Binder	\$500.00
TC - Tax Certificate	\$81.00
Amount Credited	\$0.00
Total Invoice Amount	\$581.00
Total Amount Due	\$581.00

Payment due upon receipt

Please reference Invoice No. 70814745 on payment
Please make check payable and send to:
Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111

