



## LAND TITLE GUARANTEE COMPANY

Date: July 11, 2024

Subject: Attached Title Policy/Guarantee

Enclosed please find your product relating to the property located at HORIZON UPTOWN SUBDIVISION FILING NO. 6, AURORA, CO 80019.

If you have any inquiries or require further assistance, please contact SCOTT BENNETTS at (303) 850-4175 or [sbennetts@ltgc.com](mailto:sbennetts@ltgc.com)

**Chain of Title Documents:**

[Arapahoe county recorded 08/30/2006 under reception no. B6125442](#)

[Arapahoe county recorded 11/17/2023 under reception no. E3078095](#)

# 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  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(813) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By



President

Attest



Secretary

**AMERICAN  
LAND TITLE  
ASSOCIATION**



**Old Republic National Title Insurance Company**  
**PROPERTY INFORMATION BINDER**

**Order Number:** RND70843165

**Policy No.:** PIB70843165.27042912

**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**

D.R. HORTON

**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 01, 2024 at 5:00 P.M.

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

MELODY HOMES, INC., A DELAWARE CORPORATION AND LEND LEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS THEIR INTERESTS MAY APPEAR

**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:**

A PARCEL OF LAND LYING WITHIN THE WEST ONE-HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 BEARS NORTH 00°28'45" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID WEST LINE; THENCE ALONG SAID WEST LINE, NORTH 00°28'45" WEST, A DISTANCE OF 1,824.53 FEET;  
THENCE DEPARTING SAID WEST LINE, NORTH 89°31'15" EAST, A DISTANCE OF 30.00 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET EAST FROM SAID WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 1, BEING THE NORTHWEST CORNER OF TRACT A, HORIZON UPTOWN SUBDIVISION FILING NO. 1, PER THE PLAT RECORDED MAY 31, 2019 AT RECEPTION NO. [D9050780](#) IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF ARAPAHOE, STATE OF COLORADO AND THE POINT OF BEGINNING;  
THENCE ALONG SAID PARALLEL LINE, NORTH 00°28'45" WEST, A DISTANCE OF 816.17 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET EAST FROM THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 1; THENCE ALONG SAID PARALLEL LINE, NORTH 00°27'43" WEST, A

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DISTANCE OF 53.55 FEET;  
THENCE NORTH 89°32'17" EAST, A DISTANCE OF 84.00 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WHOSE CHORD BEARS SOUTH 45°28'14" EAST, A DISTANCE OF 35.36 FEET;  
THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°01'02", AN ARC LENGTH OF 39.28 FEET;  
THENCE NORTH 89°31'15" EAST, A DISTANCE OF 129.40 FEET;  
THENCE SOUTH 87°02'44" EAST, A DISTANCE OF 50.09 FEET;  
THENCE NORTH 89°31'15" EAST, A DISTANCE OF 287.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;  
THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
THENCE NORTH 89°31'15" EAST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, WHOSE CHORD BEARS SOUTH 45°28'45" EAST, A DISTANCE OF 28.28 FEET;  
THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
THENCE NORTH 89°31'15" EAST, A DISTANCE OF 384.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;  
THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
THENCE NORTH 89°31'15" EAST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, WHOSE CHORD BEARS SOUTH 45°28'45" EAST, A DISTANCE OF 28.28 FEET;  
THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 96.00 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, WHOSE CHORD BEARS SOUTH 44°31'15" WEST, A DISTANCE OF 28.28 FEET;  
THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 385.48 FEET;  
THENCE NORTH 89°31'15" EAST, A DISTANCE OF 348.55 FEET;  
THENCE SOUTH 00°28'45" EAST, A DISTANCE OF 626.87 FEET TO THE NORTHERLY LINE OF HORIZON UPTOWN SUBDIVISION FILING NO. 3, PER THE PLAT RECORDED APRIL 26, 2021 AT RECEPTION NO. [E1067745](#) IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG SAID NORTHERLY LINE OF HORIZON UPTOWN SUBDIVISION FILING NO. 3 THE FOLLOWING SEVEN (7) COURSES:

- 1) SOUTH 89°31'15" WEST, A DISTANCE OF 289.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 423.00 FEET;
- 2) WESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 04°47'51", AN ARC LENGTH OF 35.42 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET;
- 3) NORTHWESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 82°13'12", AN ARC LENGTH OF 28.70 FEET;
- 4) SOUTH 76°56'14" WEST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, WHOSE CHORD BEARS SOUTH 28°02'57" WEST, A DISTANCE OF 26.30 FEET;
- 5) SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 82°12'43", AN ARC LENGTH OF 28.70 FEET TO THE BEGINNING OF REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 423.00 FEET;
- 6) SOUTHWESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 11°29'43", AN ARC LENGTH OF 84.87 FEET;

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7) SOUTH 57°39'36" WEST, A DISTANCE OF 76.82 FEET TO THE EASTERLY LINE OF HORIZON UPTOWN SUBDIVISION FILING NO. 1, PER THE PLAT RECORDED MAY 31, 2019 AT RECEPTION NO. [D9050780](#) IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID HORIZON UPTOWN SUBDIVISION FILING NO. 1 THE FOLLOWING TWELVE (12) COURSES:

- 1) NORTH 32°28'46" WEST, A DISTANCE OF 66.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 120.00 FEET;
- 2) NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 32°00'01", AN ARC LENGTH OF 67.02 FEET;
- 3) NORTH 00°28'45" WEST, A DISTANCE OF 344.71 FEET;
- 4) SOUTH 89°31'15" WEST, A DISTANCE OF 60.00 FEET;
- 5) SOUTH 00°28'45" EAST, A DISTANCE OF 10.00 FEET;
- 6) SOUTH 89°31'15" WEST, A DISTANCE OF 450.00 FEET;
- 7) NORTH 00°28'45" WEST, A DISTANCE OF 10.00 FEET;
- 8) SOUTH 89°31'15" WEST, A DISTANCE OF 64.00 FEET;
- 9) SOUTH 00°28'45" EAST, A DISTANCE OF 110.05 FEET;
- 10) SOUTH 89°31'15" WEST, A DISTANCE OF 65.00 FEET;
- 11) NORTH 00°28'45" WEST, A DISTANCE OF 11.00 FEET;
- 12) SOUTH 89°31'15" WEST, A DISTANCE OF 225.50 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET EAST FROM SAID WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 1, BEING THE NORTHWEST CORNER OF TRACT A, SAID HORIZON UPTOWN SUBDIVISION FILING NO. 1 AND THE POINT OF BEGINNING.

**4. The following documents affect the land:**

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. RESERVATION BY THE UNION PACIFIC LAND COMPANY OF
  - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY;
  - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
  - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR MINE AND REMOVE OIL, COAL AND OTHER MINERALS ALL AS CONTAINED IN DEED RECORDED NOVEMBER 21, 1932 IN BOOK 334 AT PAGE [340](#).

QUIT CLAIM DEED REGARDING SAID RESERVATION RECORDED APRIL 16, 1971 IN BOOK 1920 AT PAGE [247](#) AND RELEASE AND QUIT CLAIM DEED RECORDED NOVEMBER 23, 1998 UNDER RECEPTION NO. [A8189797](#).

MEMORANDUM OF AGREEMENT IN CONNECTION THEREWITH RECORDED SEPTEMBER 28, 2005 UNDER RECEPTION NO. [B5146423](#).

RELINQUISHMENT AND QUITCLAIM RECORDED JULY 7, 2008 UNDER RECEPTION NO. [B8077130](#).

RELINQUISHMENT OF SURFACE RIGHTS RECORDED NOVEMBER 17, 2023 UNDER RECEPTION NO. [E3078096](#).

3. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 90-130, REGARDING ZONING RECORDED MARCH 12, 1991 IN BOOK 6111 AT PAGE [284](#).
4. EFFECT OF ORDINANCE NO. 2000-99, REZONING A PARCEL OF LAND RECORDED OCTOBER 18, 2000 UNDER RECEPTION NO. [B0134934](#).
5. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. [B2090877](#).
6. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED OCTOBER 22, 2008 UNDER RECEPTION NO. [B8118227](#).

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7. 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 MAY 29, 2009, UNDER RECEPTION NO. [B9055788](#) AND FIRST AMENDMENT RECORDED NOVEMBER 30, 2020 AT RECEPTION NO. [E0165230](#).
8. INFRASTRUCTURE CONTEXTUAL SITE PLAN NO. 1 AT HORIZON UPTOWN MAP RECORDED OCTOBER 30, 2009 UNDER RECEPTION NO. [B9119051](#).
9. HORIZON UPTOWN FRAMEWORK DEVELOPMENT PLAN MAP RECORDED DECEMBER 29, 2009 UNDER RECEPTION NO. [B9140296](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM REGARDING PUBLIC FINANCE AND REDEVELOPMENT AGREEMENT RECORDED AUGUST 05, 2010 UNDER RECEPTION NO. [D0075829](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN VESTING DEVELOPMENT AGREEMENT RECORDED NOVEMBER 10, 2010 UNDER RECEPTION NO. [D0116064](#).
12. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENTS RECORDED FEBRUARY 23, 2018, UNDER RECEPTION NO. [D8017986](#) AND MARCH 26, 2021 UNDER RECEPTION NO. [E1051092](#).

JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED MAY 17, 2018 UNDER RECEPTION NO. [D8048150](#), FIRST AMENDED AND RESTATED JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED JANUARY 19, 2021 UNDER RECEPTION NO. [E1008806](#), AND SECOND AMENDED JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED JULY 6, 2021 UNDER RECEPTION NO. [E1106729](#).

JOINT RESOLUTION FOR THE IMPOSITION OF FEES FOR THE CENTRALIZED PROVISION OF TRASH REMOVAL AND RECYCLING SERVICES RECORDED APRIL 27, 2021 UNDER RECEPTION NO. [E1069193](#).

AMENDED AND RESTATED SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED AUGUST 11, 2021 UNDER RECEPTION NO. [E1125821](#).

13. OIL AND GAS LEASE BETWEEN ANADARKOP LAND CORP., A NEBRASKA CORPORATION, LESSOR, AND ANADARKO OIL & GAS 5, LLC, LESSEE, AS MEMORIALIZED BY MEMORANDUM OF OIL AND GAS LEASE RECORDED JUNE 4, 2018 UNDER RECEPTION NO. [D8052721](#), AND AS AMENDED IN INSTRUMENT RECORDED JULY 13, 2018 UNDER RECEPTION NO. [D8068874](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
14. SHORT FORM OF GROUND LEASE BETWEEN LENDLEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY, LANDLORD, AND HULAND1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TENANT, AS SHOWN BY LEASE AGREEMENT RECORDED SEPTEMBER 14, 2018, UNDER RECEPTION NO. [D8091648](#) AND AMENDED AND RESTATED OCTOBER 13, 2018 AT RECEPTION NO. [D8107154](#) AND FIRST AMENDMENT RECORDED DECEMBER 31, 2018 AT RECEPTION NO. [D8126836](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN HORIZON UPTOWN FRAMEWORK DEVELOPMENT PLAN RECORDED MAY 01, 2019 UNDER RECEPTION NO. [D9039507](#).
16. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 31, 2019, UNDER RECEPTION NO. [D9076761](#).

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17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANT AND DELEGATION TO HORIZON METROPOLITAN DISTRICT NO. 2 AUTHORITY TO ENFORCE, PERFORM, OR CONTRACT FOR THE PROVISION OF TRASH COLLECTION SERVICES RECORDED MARCH 01, 2021 UNDER RECEPTION NO. [E1034529](#).
18. RESERVATION OF WATER AND MINERALS, AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED OCTOBER 25, 2021 UNDER RECEPTION NO. [E1162985](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED FEBRUARY 02, 2022 UNDER RECEPTION NO. [E2012711](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED FEBRUARY 02, 2022 UNDER RECEPTION NO. [E2012712](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED APRIL 07, 2022 UNDER RECEPTION NO. [E2039434](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED NOVEMBER 16, 2022 UNDER RECEPTION NO. [E2112271](#).
23. RESERVATION OF WATER AND WATER RIGHTS AND ANY AND ALL SUBSURFACE MINERAL ESTATES AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 17, 2023 UNDER RECEPTION NO. [E3078095](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED NOVEMBER 17, 2023 UNDER RECEPTION NO. [E3078097](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED NOVEMBER 17, 2023 UNDER RECEPTION NO. [E3078098](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STORM SEWER, SANITARY SEWER AND WATER EASMENT RECORDED JANUARY 05, 2024 UNDER RECEPTION NO. [E4000944](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION OF THE BOARD OF DIRECTORS OF THE HOWIZON METROPOLITAN DISTRICT NO. 1 RECORDED FEBRUARY 05, 2024 UNDER RECEPTION NO. [E4006681](#).
28. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/NSPS LAND TITLE SURVEY RECORDED MAY 31, 2024 UNDER RECEPTION NO. [E4033978](#).

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 \$135 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.

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