



4908 Tower Road, Suite 110  
Denver, CO 80249  
PHONE: (303) 486-8970 FAX: (720) 554-8033

Date: July 19, 2024

FILE NO. 38094

State License No.: 112145  
Phone: (303) 486-8970  
Fax: (720) 554-8033

Property Address: PRAIRIE PT FLG 1 INFORMATIONAL COMMITMENT, CO  
Seller: CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, now known as  
CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation

Buyer/Borrower:

DELIVERY TRANSMITTAL

To Seller:	CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, now known as CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation
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**For any funds you need to bring to a closing, we can accept by law no more than \$500 in personal checks. Above that amount, we will accept a bank issued cashier's check up to \$25000. If your total required funds exceeds this then please wire your funds to us 24 hours before closing.**



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**TITLE RESOURCES GUARANTY COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **TITLE RESOURCES GUARANTY COMPANY**, A TEXAS corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

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

#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

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**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issuing Agent: Town and Country Title Services, LLC  
Issuing Office: 4908 Tower Road, Suite 110, Denver, CO 80249  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 38094  
Issuing Office File Number: 38094  
Property Address: PRAIRIE PT FLG 1 INFORMATIONAL COMMITMENT, CO  
Revision Number:

## SCHEDULE A

1. Commitment Date: July 12, 2024 at 8:00 A.M.
2. Policy to be issued:
  - (a) ALTA® INFORMATIONAL COMMITMENT - NO POLICIES TO BE ISSUED  
Proposed Insured:  
Proposed Amount of Insurance: \$  
Premium:  
The estate or interest to be insured:
  - (b) ALTA®  
Proposed Insured:  
Proposed Amount of Insurance \$  
Premium:  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, now known as CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation
5. The Land is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

  
\_\_\_\_\_

Title Resources Guaranty Company

By: \_\_\_\_\_  
President/CEO  
*Michael Hayden*  
Secretary

### STATEMENT OF CHARGES

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

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INFORMATIONAL COMMITMENT \$150.00

**TOTAL \$150.00**  
**\*ANY EXCESS WILL BE REFUNDED**

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, AND IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33;  
THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SAID SECTION 33 N00°23'11"E, 50.00 FEET;  
THENCE S89°36'49"E, 283.76 FEET;  
THENCE S41°34'54"E, 198.06 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 537.00 FEET AND A CENTRAL ANGLE OF 18°15'26" (THE CHORD OF WHICH BEARS N57°32'49"E, 170.39 FEET), 171.11 FEET TO A POINT OF COMPOUND CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 432.00 FEET AND A CENTRAL ANGLE OF 09°34'16", 72.16 FEET;  
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE N15°36'01"W, A DISTANCE OF 215.88 FEET;  
THENCE N05°31'45"E, 316.52 FEET;  
THENCE N36°46'20"E, 115.66 FEET;  
THENCE N68°55'41"E, 117.69 FEET;  
THENCE S82°48'59"E, 93.07 FEET;  
THENCE S76°57'16"E, 240.09 FEET;  
THENCE S68°42'40"E, 68.38 FEET;  
THENCE S88°51'04"E, 10.00 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 285.17 FEET AND A CENTRAL ANGLE OF 142°36'06" (THE CHORD OF WHICH BEARS S80°53'37"E, 540.23 FEET), 709.75 FEET;  
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE S83°00'06"E, A DISTANCE OF 837.79 FEET;  
THENCE S38°00'06"E, 24.00 FEET;  
THENCE S06°59'54"W, 99.08 FEET;  
THENCE S52°53'25"W, 20.00 FEET;  
THENCE S21°09'49"E, 50.55 FEET;  
THENCE S83°00'06"E, 247.87 FEET;  
THENCE S41°44'10"E, 24.00 FEET;  
THENCE S00°28'14"E, 113.32 FEET;  
THENCE S52°06'14"W, 35.00 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 113°57'58" (THE CHORD OF WHICH BEARS S19°05'13"W, 75.47 FEET), 89.51 FEET;  
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE S63°39'45"E, A DISTANCE OF 75.65 FEET;  
THENCE S22°30'24"E, 24.00 FEET;  
THENCE S18°38'56"W, 129.30 FEET;  
THENCE S26°26'23"E, 165.34 FEET;  
THENCE N63°33'37"E, 26.64 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 458.00 FEET AND A CENTRAL ANGLE OF 38°26'36", 307.30 FEET;  
THENCE S77°59'47"E, 383.95 FEET TO A POINT OF CURVE;

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THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 458.00 FEET AND A CENTRAL ANGLE OF 11°23'05", 91.01 FEET;  
THENCE S66°36'42"E, 647.24 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 667.00 FEET AND A CENTRAL ANGLE OF 53°59'09", 628.47 FEET;  
THENCE N59°24'09"E, 150.99 FEET;  
THENCE S30°35'51"E, 274.87 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF HIGHWAY E-470 AS RECORDED AT RECEPTION NO. A9166936 OF THE DOUGLAS COUNTY RECORDS AND A POINT ON A CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 3,969.72 FEET AND A CENTRAL ANGLE OF 11°13'50" (THE CHORD OF WHICH BEARS S50°55'07"W, 776.85 FEET), 778.10 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34;  
THENCE ALONG SAID SOUTH LINE NON-TANGENT TO SAID CURVE S89°38'25"W, A DISTANCE OF 1,891.72 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 34;  
THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 S89°35'36"W, 2486.58 FEET;  
THENCE N00°24'24"W, 754.43 FEET;  
THENCE N32°55'00"E, 191.53 FEET;  
THENCE N62°21'16"W, 49.36 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 883.00 FEET AND A CENTRAL ANGLE OF 31°16'53" (THE CHORD OF WHICH BEARS N74°50'23"W, 476.12 FEET), 482.09 FEET;  
THENCE S89°31'11"W, 134.40 FEET;  
THENCE S00°28'49"E, 200.00 FEET;  
THENCE S09°25'50"W, 175.00 FEET;  
THENCE S40°17'15"W, 130.00 FEET;  
THENCE S61°49'45"W, 250.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH PARKER ROAD;  
THENCE ALONG SAID NORTHEASTERLY LINE N28°10'15"W, 623.29 FEET;  
THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE N31°58'54"W, 150.16 FEET;  
THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE N28°04'39"W, 181.76 FEET TO THE SOUTHWEST CORNER OF KRAGELUND ACRES AS RECORDED AT BOOK 11, PAGE 41 OF THE ARAPAHOE COUNTY RECORDS;  
THENCE ALONG THE SOUTH LINE OF SAID KRAGELUND ACRES AND THE SOUTH LINE OF KRAGELUND ACRES AMENDMENT NO. 1 AS RECORDED AT BOOK 516, PAGE 40 OF SAID RECORDS N89°31'11"E, 1,188.66 FEET TO THE POINT OF BEGINNING,

PREPARED BY: STEPHEN H. HARDING, PLS  
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.

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## SCHEDULE B, PART I - Requirements

File No.: 38094

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

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## SCHEDULE B, PART II - Exceptions

File No.: 38094

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid Taxes, assessments and unredeemed tax sales.
9. RESERVATIONS MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED JULY 18, 1885 IN [BOOK A61 AT PAGE 536](#), PROVIDING SUBSTANTIALLY AS FOLLOWS: RESERVING UNTO THE COMPANY AND ITS ASSIGNS ALL COAL THAT MAY BE FOUND UNDERNEATH SURFACE OF LAND HEREIN DESCRIBED AND THE EXCLUSIVE RIGHT TO PROSPECT AND MINE FOR SAME, ALSO SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY APPEAR NECESSARY FOR PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED UPON SAID PREMISES, AND FOR TRANSPORTATION OF COAL FROM SAME, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN.  
NOTE: QUITCLAIM DEED IN CONNECTION THEREWITH RECORDED APRIL 16, 1971 IN [BOOK 1920 AT PAGE 247](#).  
NOTE: RELEASE AND QUITCLAIM DEED IN CONNECTION THEREWITH RECORDED NOVEMBER 23, 1998 AT RECEPTION NO. [A8189797](#). AFFECTS ALL OF SECTION 35.
10. AN EASEMENT FOR ELECTRIC DISTRIBUTION LINES AND INCIDENTAL PURPOSES GRANTED TO COLORADO CENTRAL POWER COMPANY, AS SET FORTH IN AN INSTRUMENT RECORDED FEBRUARY 23, 1961 IN [BOOK 1243 AT PAGE 242](#).
11. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE RIGHT OF WAY CONTRACT RECORDED FEBRUARY 14, 1966 IN [BOOK 1649 AT PAGE 25](#).

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NOTE: AGREEMENT AND PARTIAL RELEASE IN CONNECTION THEREWITH RECORDED JANUARY 31, 1985 IN [BOOK 4360 AT PAGE 267](#).

NOTE: NON-FEE PROPERTY ASSIGNMENT AND CONVEYANCE AGREEMENT IN CONNECTION THEREWITH RECORDED DECEMBER 3, 2013 AT RECEPTION NO. [D3144633](#).

12. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE RIGHT OF WAY CONTRACT RECORDED MAY 24, 1966 IN [BOOK 1667 AT PAGE 39](#).  
NOTE: NON-FEE PROPERTY ASSIGNMENT AND CONVEYANCE AGREEMENT IN CONNECTION THEREWITH RECORDED DECEMBER 3, 2013 AT RECEPTION NO. [D3144633](#).
13. AN EASEMENT FOR COMMUNICATION AND OTHER FACILITIES AND INCIDENTAL PURPOSES GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, AS SET FORTH IN AN INSTRUMENT RECORDED JANUARY 4, 1980 IN [BOOK 3147 AT PAGE 539](#).
14. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED MAY 5, 1988 IN [BOOK 5426 AT PAGE 649](#).
15. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE FINDINGS OF FACT, CONCLUSIONS OF LAW AND RULING OF THE REFEREE RECORDED FEBRUARY 10, 1999 AT RECEPTION NO. [A9024021](#).
16. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS, AGREEMENTS AND EACH AND EVERY RIGHT OF ACCESS OF THE GRANTOR TO AND FROM PROPERTIES TAKEN IN CASE NO. 95-CV-2296, DIVISION 3 AS SET FORTH IN THE RULE AND ORDER RECORDED OCTOBER 13, 1999 AT RECEPTION NO. [A9166936](#).
17. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE KINGS POINT METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 10, 2001 AT RECEPTION NO. [B1213012](#). ORDER OF EXCLUSION RECORDED SEPTEMBER 30, 2021 AT RECEPTION NO. [E1151242](#) AND JUNE 12, 2024 AT RECEPTION NO. [E4036625](#). SECOND AMENDMENT RECORDED NOVEMBER 21, 2022 AT RECEPTION NO. [E2113126](#). ORDER GRANTING PETITION FOR NAME CHANGE RECORDED MAY 9, 2022 AT RECEPTION NO. [E2051812](#).
18. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE MEMORANDUM OF AGREEMENT RECORDED MARCH 6, 2002 AT RECEPTION NO. [B2043203](#).  
NOTE: CERTIFICATE OF COMPLIANCE IN CONNECTION THEREWITH RECORDED JUNE 10, 2002 AT RECEPTION NO. [B2106567](#).
19. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE AMENDED AND RESTATED AGREEMENT RECORDED MARCH 21, 2002 AT RECEPTION NO. [B2052587](#).
20. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE MEMORANDUM OF AGREEMENT RECORDED APRIL 9, 2002 AT RECEPTION NO. [B2065790](#).
21. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ORDINANCE NO. 2002-16, AN ORDINANCE RELATING TO ZONING RECORDED APRIL 22, 2002 AT RECEPTION NO. [B2073817](#).
22. EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE KINGS POINT FRAMEWORK DEVELOPMENT PLAN, RECORDED APRIL 26, 2002 AT RECEPTION NO. [B2077618](#).
23. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 AT RECEPTION

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NO. [B2090973](#).

24. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE FINDINGS AND RULING OF THE REFEREE RECORDED JUNE 6, 2005 AT RECEPTION NO. [B5081878](#).
25. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE RESOLUTION OF KINGS POINT METROPOLITAN DISTRICT NO. 2 REGARDING THE IMPOSITION OF FACILITY FEES RECORDED SEPTEMBER 21, 2005 AT RECEPTION NO. [B5142460](#).
26. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE AVIGATION EASEMENT RECORDED JUNE 7, 2018 AT RECEPTION NO. D8055051.
27. SURVEYOR'S AFFIDAVIT OF CORRECTION, CORRECTING THE LEGAL DESCRIPTION ON SPECIAL WARRANTY DEED RECORDED AUGUST 12, 2021 AT RECEPTION NO. [E1126358](#).
28. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PRAIRIE POINT METROPOLITAN DISTRICT NO. 1, FORMERLY KNOWN AS KINGS POINT METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 29, 2014 AT RECEPTION NO. [D4121446](#). FIRST AMENDMENT RECORDED DECEMBER 19, 2019 AT RECEPTION NO. [D9139676](#). CORRECTED FIRST AMENDMENT RECORDED APRIL 27, 2020 AT RECEPTION NO. [E0049517](#). SECOND AMENDMENT RECORDED NOVEMBER 21, 2022 AT RECEPTION NO. [E2113125](#). ORDER GRANTING PETITION FOR NAME CHANGE RECORDED MAY 9, 2022 AT RECEPTION NO. [E2051811](#). ORDER FOR INCLUSION RECORDED JUNE 13, 2024 AT RECEPTION NO. [E4037092](#).
29. ALL MATTERS, EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE ALTA/NSPS LAND TITLE SURVEY BY AZTEC CONSULTANTS, DATED 3/19/2019, REVISED 8/2/2021, [JOB NO. 19319-04](#).
30. EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE KINGS POINT NORTH MASTER PLAN AMENDMENT #3 RECORDED MAY 24, 2023 AT RECEPTION NO. E3034815- PART [1](#), [2](#), [3](#), [4](#).
31. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE FIRST AMENDED AND RESTATED RESOLUTION OF THE PRAIRIE POINT COMMUNITY AUTHORITY BOARD IMPOSING FACILITIES FEES ON RESIDENTIAL PROPERTY RECORDED SEPTEMBER 11, 2023 AT RECEPTION NO. [E3062470](#).
32. MASTER LICENSE AGREEMENT RECORDED JUNE 10, 2024 AT RECEPTION NO. [E4036060](#).
33. MASTER LICENSE AGREEMENT RECORDED JUNE 10, 2024 AT RECEPTION NO. [E4036062](#).
34. TEMPORARY CONSTRUCTION EASEMENT RECORDED JULY 1, 2024 AT RECEPTION NO. [E4041800](#).

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# DISCLOSURES

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Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Town and Country Title Services, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.



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

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