



## LAND TITLE GUARANTEE COMPANY

Date: September 27, 2023

Subject: Attached Title Policy/Guarantee

Enclosed please find your product relating to the property located at HORIZON UPTOWN FILING NO. 7, AURORA, CO 00000.

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](#)

# 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:** RND70818653

**Policy No.:** PIB70818653.25608010

**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**

LENDLEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY

**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**

September 19, 2023 at 5:00 P.M.

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

LEND LEASE HORIZON LLC, A DELAWARE 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:**

A PARCEL OF LAND LOCATED SECTION 1, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 1 BEARS NORTH 89°16'48" EAST, A DISTANCE OF 2654.32 FEET;  
THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, NORTH 00°34'01" EAST, A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY OF EAST 6TH AVENUE, AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 89°17'37" WEST, A DISTANCE OF 226.18 FEET TO THE SOUTHEAST CORNER OF HORIZON UPTOWN SUBDIVISION FILING NO. 5, AS SHOWN IN THE RECORDS OF THE ARAPAHOE COUNTY, COLORADO CLERK AND RECORDER'S OFFICE AT RECEPTION NUMBER \_\_\_\_\_;

THENCE ALONG THE EASTERLY, SOUTHERLY AND NORTHERLY LINES OF SAID SUBDIVISION THE FOLLOWING TWENTY-SEVEN (27) COURSES:

1) NORTH 00°22'42" EAST, A DISTANCE OF 16.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE

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CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°15'07" WEST;  
2) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°46'22", AN ARC LENGTH OF 31.34 FEET;  
3) NORTH 00°28'45" WEST, A DISTANCE OF 63.67 FEET;  
4) NORTH 89°31'15" EAST, A DISTANCE OF 672.38 FEET;  
5) NORTH 00°28'45" WEST, A DISTANCE OF 23.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 29.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°28'45" WEST;  
6) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 45.55 FEET;  
7) NORTH 00°28'45" WEST, A DISTANCE OF 56.00 FEET;  
8) NORTH 89°31'15" EAST, A DISTANCE OF 38.00 FEET;  
9) NORTH 00°28'45" WEST, A DISTANCE OF 64.00 FEET;  
10) SOUTH 89°31'15" WEST, A DISTANCE OF 38.00 FEET;  
11) NORTH 00°28'45" WEST, A DISTANCE OF 54.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 29.00 FEET;  
12) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'01", AN ARC LENGTH OF 45.55 FEET;  
13) NORTH 00°28'45" WEST, A DISTANCE OF 23.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 29.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°28'41" WEST;  
14) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'56", AN ARC LENGTH OF 45.55 FEET;  
15) NORTH 00°28'45" WEST, A DISTANCE OF 156.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 29.00 FEET;  
16) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 45.55 FEET;  
17) NORTH 00°28'45" WEST, A DISTANCE OF 23.00 FEET;  
18) SOUTH 89°31'15" WEST, A DISTANCE OF 15.00 FEET;  
19) NORTH 00°28'45" WEST, A DISTANCE OF 81.00 FEET;  
20) NORTH 89°31'15" EAST, A DISTANCE OF 24.00 FEET;  
21) NORTH 00°28'45" WEST, A DISTANCE OF 64.00 FEET;  
22) SOUTH 89°31'15" WEST, A DISTANCE OF 121.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.00 FEET;  
23) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;  
24) SOUTH 89°31'15" WEST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°31'15" WEST;  
25) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;  
26) SOUTH 89°31'15" WEST, A DISTANCE OF 189.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.00 FEET;  
27) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET TO THE EASTERLY LINE OF HORIZON UPTOWN SUBDIVISION FILING NO. 3 AS SHOWN IN SAID RECORDS APRIL 26, 2021 AT RECEPTION NUMBER [E1067745](#);

THENCE ALONG SAID EASTERLY LINE, NORTH 00°28'46" WEST, A DISTANCE OF 723.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, SOUTH 89°31'15" WEST, A DISTANCE OF 346.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°29'01" WEST;  
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'44", AN ARC LENGTH OF 31.41 FEET;

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THENCE TANGENT TO SAID CURVE, NORTH 00°28'45" WEST, A DISTANCE OF 632.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 457.00 FEET;  
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°42'11", AN ARC LENGTH OF 197.04 FEET;  
THENCE TANGENT TO SAID CURVE, NORTH 24°13'26" EAST, A DISTANCE OF 666.07 FEET;  
THENCE SOUTH 65°46'34" EAST, A DISTANCE OF 490.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 409.00 FEET;  
THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°43'22", AN ARC LENGTH OF 262.14 FEET;  
THENCE TANGENT TO SAID CURVE, NORTH 77°30'03" EAST, A DISTANCE OF 260.31 FEET;  
THENCE SOUTH 12°29'57" EAST, A DISTANCE OF 54.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 991.00 FEET;  
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°59'55", AN ARC LENGTH OF 432.38 FEET;  
THENCE TANGENT TO SAID CURVE, SOUTH 12°29'58" WEST, A DISTANCE OF 1,327.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 869.00 FEET;  
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°58'44", AN ARC LENGTH OF 196.85 FEET;  
THENCE TANGENT TO SAID CURVE, SOUTH 00°28'45" EAST, A DISTANCE OF 750.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°14'27", AN ARC LENGTH OF 39.37 FEET;  
THENCE NON-TANGENT TO SAID CURVE, SOUTH 00°43'12" EAST, A DISTANCE OF 17.00 FEET TO THE NORTH RIGHT-OF-WAY OF SAID EAST 6TH AVENUE;  
THENCE ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 89°16'48" WEST, A DISTANCE OF 678.71 FEET TO THE POINT OF BEGINNING.

ABOVE LEGAL DESCRIPTION PREPARED BY:

ANTHONY K. PEALL, PLS 38636  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122

**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](#).
3. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED JUNE 07, 1960, IN BOOK 1193 AT PAGE [437](#).
4. OIL AND GAS LEASE BETWEEN CHAMPLIN PETROLEUM COMPANY AND AMOCO PRODUCTION COMPANY, RECORDED OCTOBER 17, 1972 IN BOOK 2067 AT PAGE [486](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

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5. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 06, 2006, UNDER RECEPTION NO. [B6036521](#) AND DECEMBER 20, 2021 UNDER RECEPTION NO. [E1190526](#).

ORDER FOR EXCLUSION RECORDED DECEMBER 21, 2021 UNDER RECEPTION NO. [E1191379](#).

JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED JUNE 03, 2022 UNDER RECEPTION NO. [E2061164](#).

6. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. [B2090877](#).
7. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED SEPTEMBER 28, 2005 AT RECEPTION NO. [B5146423](#).

RELEASE OF MEMORANDUM OF AGREEMENT RECORDED JULY 7, 2008 UNDER RECEPTION NO. [B8077129](#).

8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SABLE-ALTURA FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 05, 1972, IN BOOK 2064 AT PAGE [548](#).
9. TERMS, CONDITIONS AND PROVISIONS OF SCHOOL SITE AGREEMENT RECORDED MARCH 06, 1991 IN BOOK 6108 AT PAGE [97](#).
10. TERMS, CONDITIONS AND PROVISIONS OF GENERAL DEVELOPMENT PLAN MAP RECORDED MARCH 12, 1991 AT RECEPTION NO. [0017848](#).
11. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 90-130, REGARDING ZONING RECORDED MARCH 12, 1991 IN BOOK 6111 AT PAGE [284](#).
12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 25, 1991 IN BOOK 6118 AT PAGE [207](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO THE WATER MINERAL RIGHTS AS DEFINED AND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 07, 1991 IN BOOK 6150 AT PAGE [784](#).
14. RIGHT OF WAY EASEMENT AS GRANTED TO U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED JANUARY 15, 1992, IN BOOK 6352 AT PAGE [71](#).
15. INCLUSION OF SAID LAND IN THE E-470 PUBLIC HIGHWAY AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 19, 1995, UNDER RECEPTION NO. [A5133863](#).
16. MULTI-USE EASEMENTS AND ACCESS LIMITATIONS AS SET FORTH IN RULE AND ORDER RECORDED JUNE 3, 1998 UNDER RECEPTION NO. [A8083185](#) UPON THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN.
17. ORDINANCE NO. 2000-99, REZONING A PARCEL OF LAND RECORDED OCTOBER 18, 2000 UNDER RECEPTION NO. [B0134934](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FRAMEWORK DEVELOPMENT PLAN RECORDED SEPTEMBER 16, 2005 UNDER RECEPTION NO. [B5139751](#).

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19. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 01, 2005, UNDER RECEPTION NO. [B5180324](#) AND RECORDED MARCH 06, 2006, UNDER RECEPTION NO. [B6036520](#) AND DECEMBER 20, 2021 UNDER RECEPTION NO. [E1190525](#).

RESOLUTION 2021-01-01 IMPOSING FEES, WHICH, UNTIL PAID, CONSTITUTE A STATUTORY AND PERPETUAL LIEN ON AND AGAINST THE PROPERTY SERVED RECORDED JANUARY 19, 2021 UNDER RECEPTION NO. [E1008806](#).

RESOLUTION NO. 2021-04-01 FOR THE IMPOSITION OF FEES FOR THE CENTRALIZED PROVISION OF TRASH REMOVAL AND RECYCLING SERVICES RECORDED APRIL 27, 2021 UNDER RECEPTION NO. [E1069193](#).

SECOND AMENDED AND RESTATED JOINT RESOLUTION OF HORIZON METROPOLITAN DISTRICT NO. 1 REGARDING IMPOSITION OF FACILITIES FEE RECORDED JULY 06, 2021 UNDER RECEPTION NO. [E1106729](#).

FIRST AMENDED AND RESTATED RESOLUTION OF HORIZON METROPOLITAN DISTRICT NO. 1 RECORDED JULY 06, 2021 UNDER RECEPTION NO. [E1106730](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT DISCLOSURE TO PURCHASERS RECORDED AUGUST 11, 2021 UNDER RECEPTION NO. [E1125820](#).

ORDER FOR EXCLUSION RECORDED DECEMBER 21, 2021 UNDER RECEPTION NO. [E1191378](#).

FIRST AMENDMENT TO SPECIAL DISTRICT DISCLOSURE DOCUMENT RECORDED JANUARY 06, 2022 UNDER RECEPTION NO. [E2002377](#) AND [E2002378](#).

RESOLUTION APPROVING A COVENANT ENFORCEMENT AND FINE POLICY RECORDED SEPTEMBER 20, 2022 UNDER RECEPTION NO. [E2096498](#).

20. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 29, 2005, UNDER RECEPTION NO. [B5194541](#) AND MARCH 26, 2021 UNDER RECEPTION NO. [E1051093](#).

SECOND AMENDMENT TO SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED MAY 11, 2021 UNDER RECEPTION NO. [E1076556](#).

FIRST AMENDED AND RESTATED RESOLUTION OF HORIZON METROPOLITAN DISTRICT NO. 3 RECORDED JULY 06, 2021 UNDER RECEPTION NO. [E1106730](#).

SPECIAL DISTRICT DISCLOSURE DOCUMENT DISCLOSURE TO PURCHASERS RECORDED AUGUST 11, 2021 UNDER RECEPTION NO. [E1125822](#).

JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED JUNE 03, 2022 UNDER RECEPTION NO. [E2061164](#).

JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED JUNE 03, 2022 UNDER RECEPTION NO. [E2061165](#).

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21. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 29, 2005, UNDER RECEPTION NO. [B5194540](#) AND UNDER RECEPTION NO. [B5194541](#) AND RECORDED FEBRUARY 23, 2018, UNDER RECEPTION NO. [D8017986](#) AND MARCH 26, 2021 UNDER RECEPTION NO. [E1051092](#) AND [E1051093](#).

RESOLUTION 2021-01-01 IMPOSING FEES, WHICH, UNTIL PAID, CONSTITUTE A STATUTORY AND PERPETUAL LIEN ON AND AGAINST THE PROPERTY SERVED RECORDED JANUARY 19, 2021 UNDER RECEPTION NO. [E1008806](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT DISCLOSURE TO PURCHASERS RECORDED FEBRUARY 19, 2021 UNDER RECEPTION NO. [E1028451](#).

DECLARATION OF COVENANT AND DELEGATION TO HORIZON METROPOLITAN DISTRICT NO. 2 AUTHORITY TO ENFORCE, PERFORM, OR CONTRACT FOR THE PROVISIONS OF TRASH COLLECTION SERVICES, RECORDED MARCH 01, 2021 UNDER RECEPTION NO. [E1034529](#).

ORDER FOR EXCLUSION RECORDED APRIL 28, 2021 UNDER RECEPTION NO. [E1069864](#).

RESOLUTION NO. 2021-04-01 FOR THE IMPOSITION OF FEES FOR THE CENTRALIZED PROVISION OF TRASH REMOVAL AND RECYCLING SERVICES RECORDED APRIL 27, 2021 UNDER RECEPTION NO. [E1069193](#).

SECOND AMENDMENT TO SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED MAY 11, 2021 UNDER RECEPTION NO. [E1076555](#).

SECOND AMENDED AND RESTATED JOINT RESOLUTION OF HORIZON METROPOLITAN DISTRICT NO. 2 REGARDING IMPOSITION OF FACILITIES FEE RECORDED JULY 06, 2021 UNDER RECEPTION NO. [E1106729](#).

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

THIRD AMENDMENT TO SPECIAL DISTRICT DISCLOSURE RECORDED JULY 29, 2022 UNDER RECEPTION NO. [E2080143](#).

22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 6, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 29, 2005, UNDER RECEPTION NO. [B5194542](#) AND DECEMBER 20, 2021 UNDER RECEPTION NO. [E1190528](#).

ORDER FOR EXCLUSION RECORDED DECEMBER 21, 2021 UNDER RECEPTION NO. [E1191381](#).

23. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 7, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 29, 2005, UNDER RECEPTION NO. [B5194543](#) AND DECEMBER 20, 2021 UNDER RECEPTION NO. [E1190529](#).

ORDER FOR EXCLUSION RECORDED DECEMBER 21, 2021 UNDER RECEPTION NO. [E1191382](#).

24. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 10, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 29, 2005, UNDER RECEPTION NO. [B5194544](#) AND DECEMBER 20, 2021 UNDER RECEPTION NO. [E1191043](#).

ORDER FOR EXCLUSION RECORDED DECEMBER 21, 2021 UNDER RECEPTION NO. [E1191385](#).

**Old Republic National Title Insurance Company**

**PROPERTY INFORMATION BINDER**

**Order Number:** RND70818653

**Policy No.:** PIB70818653.25608010

25. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 5, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 29, 2005, UNDER RECEPTION NO. [B5194545](#) AND DECEMBER 20, 2021 UNDER RECEPTION NO. [E1190527](#).

JOINT RESOLUTION REGARDING THE IMPOSITION OF FACILITIES FEE RECORDED JUNE 03, 2022 UNDER RECEPTION NO. [E2061165](#).

ORDER FOR EXCLUSION RECORDED DECEMBER 21, 2021 UNDER RECEPTION NO. [E1191380](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT DISCLOSURE TO PURCHASERS RECORDED AUGUST 16, 2022 UNDER RECEPTION NO. [E2085752](#).

26. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 8, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 06, 2006, UNDER RECEPTION NO. [B6036522](#) AND DECEMBER 20, 2021 UNDER RECEPTION NO. [E1190530](#).

ORDER FOR EXCLUSION RECORDED DECEMBER 21, 2021 UNDER RECEPTION NO. [E1191383](#).

27. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HORIZON METROPOLITAN DISTRICT NO. 9, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 06, 2006, UNDER RECEPTION NO. [B6036523](#) AND DECEMBER 20, 2021 UNDER RECEPTION NO. [E1190531](#).

ORDER FOR EXCLUSION RECORDED DECEMBER 21, 2021 UNDER RECEPTION NO. [E1191384](#).

28. ALL MATTERS SHOWN ON FRAMEWORK DEVELOPMENT PLAN MAP RECORDED SEPTEMBER 22, 2008, UNDER RECEPTION NO. [B8105158](#).

29. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED OCTOBER 22, 2008 AT RECEPTION NO. [B8118227](#).

30. 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](#).

FIRST AMENDMENT TO RESTRICTIVE COVENANTS RECORDED NOVEMBER 30, 2020 UNDER RECEPTION NO. [E0165230](#).

31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AVIGATION EASEMENT RECORDED JUNE 29, 2009 UNDER RECEPTION NO. [B9069477](#).

32. INFRASTRUCTURE CONTEXTUAL SITE PLAN NO. 1 AT HORIZON UPTOWN MAP RECORDED OCTOBER 30, 2009, UNDER RECEPTION NO. [B9119051](#).

33. HORIZON UPTOWN FRAMEWORK DEVELOPMENT PLAN MAP RECORDED DECEMBER 29, 2009, UNDER RECEPTION NO. [B9140296](#).

34. 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](#).

35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN VESTING DEVELOPMENT AGREEMENT RECORDED NOVEMBER 10, 2010 UNDER RECEPTION NO. [D0116064](#).

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36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT 6TH AVENUE PARKWAY EXTENSION PROJECT PARCEL PE-147B RECORDED FEBRUARY 21, 2018 UNDER RECEPTION NO. [D8016922](#).
37. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 2018-04-01 RECORDED MAY 17, 2018 UNDER RECEPTION NO. [D8048150](#).
38. OIL AND GAS LEASE BETWEEN ANADARKO LAND CORP., A NEBRASKA CORPORATION AND ANADARKO OIL & GAS 5, LLC, RECORDED JUNE 04, 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 INTEREST THEREIN.
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN HORIZON UPTOWN FRAMEWORK DEVELOPMENT PLAN RECORDED MAY 01, 2019 UNDER RECEPTION NO. [D9039507](#).
40. RESERVATIONS CONTAINED IN SPECIAL WARRANTY DEED RECORDED OCTOBER 25, 2021 UNDER RECEPTION NO. [E1162985](#).
41. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 07, 2022, UNDER RECEPTION NO. [E2039434](#).
42. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CONSTRUCTION, ACCESS, USE AND MAINTENANCE EASEMENT AGREEMENT RECORDED SEPTEMBER 30, 2022 UNDER RECEPTION NO. [E2099390](#).
43. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER, STORM AND SEWER UTILITY EASEMENT RECORDED NOVEMBER 18, 2022 UNDER RECEPTION NO. [E2112984](#).
44. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED JUNE 15, 2023 UNDER RECEPTION NO. [E3040289](#).

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 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.



## INVOICE

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

LENLEASE COMMUNITIES  
ATTN: KAREN VOIT  
9800 MT PYRAMID CT #400  
ENGLEWOOD, CO 80112

### Reference

Your Reference Number:  
Our Order Number: 70818653  
Our Customer Number: 73527.2  
Invoice (Process) Date: 09/27/2023  
Transaction Invoiced By: Michael Welninski  
Email Address: mwelninski@ltgc.com

Invoice Number: 70818653

Property Address: HORIZON UPTOWN FILING NO. 7, AURORA, CO 00000

Parties: LEND LEASE HORIZON LLC, A DELAWARE LIMITED LIABILITY COMPANY

### **- Charges -**

Property Information Binder	\$500.00
Amount Credited	\$0.00
Total Invoice Amount	\$500.00
Total Amount Due	\$500.00

### **Payment due upon receipt**

*Please reference Invoice No. 70818653 on payment*  
Please make check payable and send to:  
Land Title Guarantee Company  
5975 Greenwood Plaza Blvd Suite 125  
Greenwood Village, CO 80111

