



4908 Tower Road, Suite 110
Denver, CO 80249
PHONE: (303) 647-8452 FAX: (865) 738-6810

Date: April 30, 2025

FILE NO. GVRE 15 Base

State License No.: 112145
Phone: (303) 647-8452
Fax: (865) 738-6810

Property Address: GVRE 15 INFORMATIONAL COMMITMENT, AURORA, CO 80019
Seller: CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, now known as
CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation
Buyer/Borrower:



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: GVRE 15 Base
Issuing Office File Number: GVRE 15 Base
Property Address: GVRE 15 INFORMATIONAL COMMITMENT, AURORA, CO 80019
Revision Number: C-1

SCHEDULE A

1. Commitment Date: April 28, 2025 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured:
Proposed Amount of Insurance: \$
Premium:
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
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:

LEGAL DESCRIPTION

THAT CERTAIN PORTION OF "PARCEL I" DESCRIBED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24,

THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°15'31" WEST, A DISTANCE OF 110.78 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 38TH AVENUE AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JUNE 29, 2021 AT RECEPTION NO. 2021000077340, IN SAID OFFICIAL

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RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 89°44'21" EAST, A DISTANCE OF 49.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF TIBET ROAD, DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2023, AT RECEPTION NO. 2023000020839;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING 4 COURSES:

1. NORTH 00°15'31" WEST, A DISTANCE OF 186.10 FEET;
2. NORTH 00°02'21" EAST, A DISTANCE OF 192.53 FEET;
3. NORTH 00°15'31" WEST, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;
4. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND THE EASTERLY RIGHT-OF-WAY OF TIBET ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JUNE 29, 2021 AT RECEPTION NO. 2021000076958, IN SAID OFFICIAL RECORDS, THE FOLLOWING 3 COURSES:

1. NON-TANGENT TO SAID LAST DESCRIBED CURVE, NORTH 09°08'21" WEST, A DISTANCE OF 64.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°15'31" WEST;
2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET;
3. TANGENT TO SAID CURVE, NORTH 00°15'31" WEST, A DISTANCE OF 1,632.68 FEET TO THE WESTERLY BOUNDARY OF TRACT A, GREEN VALLEY RANCH EAST SUBDIVISION FILING NO. 16 RECORDED OCTOBER 10, 2023 AT RECEPTION NO. 2023000057348, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY BOUNDARY AND SOUTHERLY BOUNDARY OF SAID TRACT A, THE FOLLOWING 11 COURSES:

1. NORTH 89°44'29" EAST, A DISTANCE OF 18.39 FEET;
2. SOUTH 35°34'08" EAST, A DISTANCE OF 335.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 738.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 57°53'53" WEST;
3. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°36'08", AN ARC LENGTH OF 200.96 FEET;
4. NON-TANGENT TO SAID CURVE, SOUTH 15°52'34" EAST, A DISTANCE OF 159.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 715.00 FEET;

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5. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°24'13", AN ARC LENGTH OF 217.18 FEET;
6. TANGENT TO SAID CURVE, SOUTH 33°16'47" EAST, A DISTANCE OF 464.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 715.00 FEET;
7. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'52", AN ARC LENGTH OF 180.09 FEET;
8. TANGENT TO SAID CURVE, SOUTH 47°42'39" EAST, A DISTANCE OF 84.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 434.94 FEET;
9. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°19'10", AN ARC LENGTH OF 32.79 FEET;
10. TANGENT TO SAID CURVE, SOUTH 43°23'29" EAST, A DISTANCE OF 334.09 FEET;
11. NORTH 89°44'29" EAST, A DISTANCE OF 25.53 FEET;

THENCE DEPARTING THE SOUTHERLY BOUNDARY OF SAID TRACT A, SOUTH 00°06'03" EAST, A DISTANCE OF 64.00 FEET TO THE NORTHERLY BOUNDARY OF TRACT C, SAID GREEN VALLEY RANCH EAST SUBDIVISION FILING NO. 16;

THENCE DEPARTING SAID NORTHERLY BOUNDARY NORTH 89°44'29" EAST, A DISTANCE OF 1099.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 20.589 ACRES, (896,856 SQUARE FEET), MORE OR LESS.




Title Resources Guaranty Company

By: _____
President/CEO

Secretary

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

For Reference only, this is not an invoice.

INFORMATIONAL COMMITMENT

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TOTAL

\$0.00

***ANY EXCESS WILL BE REFUNDED**

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SCHEDULE B, PART I - Requirements

File No.: GVRE 15 Base- Revision No. C-1

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.: GVRE 15 Base- Revision No. C-1

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 and assessments and any unredeemed tax sales.
9. RESERVATIONS CONTAINED IN AN [UNRECORDED PATENT](#), DATED AUGUST 20, 1887, SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS AND IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS, AND ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED AS PROVIDED BY LAW. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
NOTE: AFFECTS THE EAST HALF OF THE SOUTHWEST 1/4 OF SECTION 24.
10. RESERVATION OF 1/16TH OVERRIDING OIL ROYALTY IN DEED RECORDED MARCH 18, 1959 IN [BOOK 766 AT PAGE 365](#).
11. ORDER AND DECREE CREATING DISTRICT IN RE THE ORGANIZATION OF CENTRAL ADAMS COUNTY WATER AND SANITATION DISTRICT RECORDED OCTOBER 8, 1985 IN [BOOK 3059 AT PAGE 192](#).

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NOTE: CENTRAL ADAMS COUNTY WATER & SANITATION DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED APRIL 8, 2014 AT RECEPTION NO. [2014000021021](#).
ORDER AND DECREE CREATING DISTRICT IN RE THE ORGANIZATION OF SECOND CREEK RANCH METROPOLITAN DISTRICT RECORDED OCTOBER 8, 1985 IN [BOOK 3059 AT PAGE 198](#).
NOTE: SECOND CREEK RANCH METROPOLITAN DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED APRIL 8, 2014 AT RECEPTION NO. [2014000021033](#).

12. GREEN VALLEY RANCH EAST (GDP) RECORDED APRIL 15, 1986 AT RECEPTION NO. [642395](#).
13. ORDINANCE NO. 85-188, ANNEXING GREEN VALLEY RANCH EAST INTO THE CITY OF AURORA RECORDED APRIL 15, 1986 IN [BOOK 3132 AT PAGE 642](#).
NOTE: ANNEXATION MAP RECORDED APRIL 15, 1986 AT RECEPTION NO. [642399](#).
14. ANNEXATION AGREEMENT RECORDED JANUARY 26, 1987 IN [BOOK 3265 AT PAGE 640](#).
15. FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE RECORDED APRIL 29, 1987 IN [BOOK 3317 AT PAGE 270](#).
16. DRAINAGE EASEMENT RECORDED SEPTEMBER 18, 2006 AT RECEPTION NO. [20060918000937590](#).
17. UTILITY EASEMENT RECORDED SEPTEMBER 18, 2006 AT RECEPTION NO. [20060918000937600](#).
18. UTILITY EASEMENT RECORDED AUGUST 20, 2007 AT RECEPTION NO. [2007000079872](#).
19. UTILITY EASEMENT RECORDED AUGUST 20, 2007 AT RECEPTION NO. [2007000079873](#).
20. PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED NOVEMBER 9, 2007 AT RECEPTION NO. [2007000104533](#).
NOTE: QUITCLAIM DEED (PARTIAL RELEASE OF EASEMENT) RECORDED AUGUST 10, 2021 AT RECEPTION NO. [202100009458](#).
NOTE: PARTIAL RELEASE OF EASEMENT RECORDED DECEMBER 17, 2021 AT RECEPTION NO. [2021000146939](#).
21. UTILITY EASEMENT CREATED BY ADDENDUM TO GENERAL LICENSE AGREEMENT 2008-29 BY AND BETWEEN THE CITY OF AURORA AND PUBLIC SERVICE COMPANY OF COLORADO RECORDED DECEMBER 22, 2008 AT RECEPTION [2008000098650](#).
22. ORDINANCE NO. 2008-59, ANNEXING PARCEL OF LAND RECORDED DECEMBER 31, 2008 AT RECEPTION NO. [2008000100968](#).
23. ORDINANCE NO. 2008-60, REZONING TO MEDIUM DENSITY RESIDENTIAL SUBAREA RECORDED JANUARY 5, 2009 AT RECEPTION NO. [2009000000653](#).
24. GREEN VALLEY FRAMEWORK DEVELOPMENT PLAN RECORDED FEBRUARY 23, 2009 AT RECEPTION NO. [2009000012526](#). NOTE: AMENDMENT NO. 1 RECORDED JANUARY 7, 2019 AT RECEPTION NO. [2019000001482](#).
25. ANNEXATION AGREEMENT RECORDED MARCH 6, 2009 AT RECEPTION NO. [2009000016223](#).
26. GREEN VALLEY DEVELOPMENT AGREEMENT RECORDED MARCH 6, 2009 AT RECEPTION NO. [2009000016224](#).
NOTE: ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2019 AT RECEPTION NO. DECEMBER 16, 2019 AT RECEPTION NO. [2019000109731](#).

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American Land Title Association Commitment for Title Insurance 2021 v 01.00 (07-01-2021) Schedule B II
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27. BASIN-WIDE DRAINAGE CONSTRUCTION AND COST REIMBURSEMENT AGREEMENT RECORDED MARCH 16, 2009 AT RECEPTION NO. [2009000018359](#).
28. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (GREEN VALLEY AURORA) RECORDED MAY 19, 2011 AT RECEPTION NO. [2011000032159](#).
NOTE: NOTICE OF TRANSFER FEE RECORDED SEPTEMBER 23, 2011 AT RECEPTION NO. [2011000061484](#).
NOTE: SUPPLEMENTAL DECLARATION RECORDED DECEMBER 11, 2019 AT RECEPTION NO. [2019000108432](#).
NOTE: PARTIAL ASSIGNMENT OF DECLARANT RIGHTS RECORDED JULY 29, 2020 AT RECEPTION NO. [2020000072352](#).
29. OIL AND GAS LEASE RECORDED NOVEMBER 14, 2011 AT RECEPTION NO. [2011000074689](#).
NOTE: ASSIGNMENT AND BILL OF SALE RECORDED DECEMBER 26, 2012 AT RECEPTION NO. [2012000097995](#).
NOTE: AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED OCTOBER 14, 2014 AT RECEPTION NO. [2014000070691](#) AND SECOND AMENDMENT RECORDED DECEMBER 22, 2014 AT RECEPTION NO. [2014000089903](#) AND THIRD AMENDMENT JANUARY 30, 2015 AT RECEPTION NO. [2015000006961](#) FOURTH AMENDMENT JANUARY 30, 2015 AT RECEPTION NO. [2015000006962](#) AND FIFTH AMENDMENT RECORDED JANUARY 29, 2016 AT RECEPTION NO. [2016000007224](#) AND SIXTH AMENDMENT RECORDED NOVEMBER 1, 2018 AT RECEPTION NO. [2018000088834](#) AND CORRECTION AND PARTIAL TERMINATION OF SIXTH AMENDMENT RECORDED JUNE 9, 2020 AT RECEPTION NO. [2020000051549](#) AND SEVENTH AMENDMENT RECORDED JUNE 2, 2021 AT RECEPTION NO. [2021000074278](#).
NOTE: AFFIDAVIT OF EXERCISE OF OPTIONS TO EXTEND OIL AND GAS LEASES RECORDED FEBRUARY 17, 2015 AT RECEPTION NO. [2015000010897](#).
NOTE: ASSIGNMENT, CONVEYANCE, AND BILL OF SALE RECORDED MARCH 5, 2020 AT RECEPTION NO. [2020000021659](#); MARCH 9, 2020 AT RECEPTION NO. [2020000022453](#).
NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
30. MEMORANDUM OF SURFACE USE AND DAMAGE AGREEMENT RECORDED NOVEMBER 14, 2011 AT RECEPTION NO. [2011000074695](#).
31. FIRST CREEK RANCH METROPOLITAN DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED APRIL 8, 2014 AT RECEPTION NO. [2014000021087](#).
32. AVIGATION EASEMENT RECORDED DECEMBER 8, 2017 AT RECEPTION NO. [2017000108261](#).
33. AFFIDAVIT OF NON-DEVELOPMENT RECORDED DECEMBER 18, 2017 AT RECEPTION NO. [2017000111047](#).
34. PARTIAL ASSIGNMENT OF DECLARANTS RIGHTS RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. [2018000015450](#).
35. AFFIDAVIT OF POSSESSION OF LAND RECORDED JUNE 19, 2018 AT RECEPTION NO. [2018000049288](#).
36. SURFACE USE AGREEMENT RECORDED NOVEMBER 1, 2018 AT RECEPTION NO. [2018000088826](#).
37. MEMORANDUM OF CONNECTION, DEDICATION AND TRANSPORTATION AGREEMENT RECORDED JANUARY 23, 2019 AT RECEPTION NO. [2019000005765](#).

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38. CASE NUMBER: 1985CV1682, ORDER FOR EXCLUSION OF REAL PROPERTY RECORDED APRIL 25, 2019 AT RECEPTION NO. [2019000030499](#).
39. MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 10, 2019 AT RECEPTION NO. [2019000108380](#).
40. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED SEPTEMBER 1, 2020 AT RECEPTION NO. [2020000085794](#). NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
41. UTILITY EASEMENT RECORDED AUGUST 6, 2021 AT RECEPTION NO. [2021000094171](#).
42. MULTI-USE EASEMENT AGREEMENT RECORDED JANUARY 6, 2022 AT RECEPTION NO. [2022000001997](#) AND AMENDED AND RESTATED MULIT-USE EASEMENT AGREEMENT RECORDED FEBRUARY 4, 2022 AT RECEPTION NO. [2022000011155](#).
43. DRAINAGE EASEMENT RECORDED MARCH 1, 2022 AT RECEPTION NO. [2022000018560](#).
44. EASEMENT FOR SIDEWALK PURPOSES RECORDED JULY 6, 2023 AT RECEPTION NO. [2023000037962](#).
45. DRAINAGE EASEMENT RECORDED JULY 6, 2023 AT RECEPTION NO. [2023000037964](#).
46. STORMWATER MAINTENANCE AGREEMENT RECORDED MARCH 18, 2024 AT RECEPTION NO. [2024000013604](#).
47. Any existing leases or tenancies.

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DISCLOSURES

File No.: GVRE 15 Base

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

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.

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.

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.

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.

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.



Rev. 2/14/2025

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	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.	
What?	<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"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	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.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
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	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.trguw.com/privacypolicy	

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

TOWN & COUNTRY TITLE SERVICES, LLC PRIVACY NOTICE

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Town & Country Title Services, LLC and its affiliates ("N/A"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Town & Country Title Services, LLC, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Town & Country Title Services LLC notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Town & Country Title Services LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Town & Country Title Services LLC collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Town & Country Title Services, LLC, 4908 Tower Road, Ste 110, Denver, CO 80249