



LAND TITLE GUARANTEE COMPANY

Date: February 08, 2023

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at COTTONWOOD CREEK BOUNDARY, AURORA, CO 80210.

If you have any inquiries or require further assistance, please contact MICHAEL WELNINSKI at (303) 321-1880 or MWELNINSKI@LTGC.COM

Chain of Title Documents:

[Arapahoe county recorded 10/03/2013 under reception no. D3124180](#)

[Arapahoe county recorded 04/14/2005 under reception no. B5053263](#)

[Arapahoe county recorded 04/14/2005 under reception no. B5053262](#)

[Arapahoe county recorded 07/12/2006 under reception no. B6101446](#)

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.

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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: RND70795767

Policy No.: PIB70795767.24358089

Liability: \$50,000.00

Fee: \$500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

WESTWOOD PROFESSIONAL SERVICES

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

February 02, 2023 at 5:00 P.M.

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

THE CITY OF AURORA, COLORADO, A COLORADO MUNICIPAL CORPORATION AS TO ANY PORTION LYING WITH LOT 1, DELANEY SUBDIVISION; AND COTTONWOOD CREEK INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THE REMAINDER

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

A PARCEL OF LAND BEING A PART OF SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND A PORTION OF LOT 1, DELANEY SUBDIVISION, CITY OF AURORA, ARAPAHOE COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP IN A RANGE BOX STAMPED CITY OF AURORA T4S R65W 22/23/27/26 2018 PLS 38356, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 DIAMETER ALUMINUM CAP IN A RANGE BOX STAMPED EES T4S R65W 1/4 S22/S27 2017 PLS 24657, IS ASSUMED TO BEAR SOUTH 89° 25'04" WEST, A DISTANCE OF 2623.57 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

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THENCE SOUTH 00°21'10" EAST, A DISTANCE OF 30.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, TO A POINT ON THE WESTERLY LINE OF THAT FIFTY-SEVEN (57) FOOT RIGHT OF WAY OF EAST JEWELL AVENUE, AS RECORDED AUGUST 22, 2012 AT RECEPTION NUMBER [D2093075](#) IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING TWO (2) COURSES TO FOLLOW SAID RIGHT OF WAY;

1. CONTINUING SOUTH 00°21'10" EAST ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 27.00 FEET TO THE SOUTHWESTERLY MOST CORNER OF SAID RIGHT OF WAY;
2. NORTH 89°35'57" EAST, A DISTANCE OF 40.00 FEET;

THENCE THE FOLLOWING THIRTY (30) COURSES;

1. SOUTH 00°21'10" EAST, A DISTANCE OF 2601.28 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26;
2. SOUTH 00°20'52" EAST, A DISTANCE OF 40.10 FEET;
3. SOUTH 89°39'13" WEST, A DISTANCE OF 39.95 FEET, TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27;
4. SOUTH 89°31'01" WEST, A DISTANCE OF 232.21, TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 45°38'12" AN ARC LENGTH OF 370.38 FEET, THE CHORD OF WHICH BEARS NORTH 67°39'53" WEST, AND A CHORD LENGTH OF 360.66 FEET, TO A POINT OF TANGENCY;
6. NORTH 44°50'47" WEST, A DISTANCE OF 173.34 FEET TO A POINT OF CURVATURE;
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 45°30'23", AN ARC LENGTH OF 305.78 FEET, THE CHORD OF WHICH BEARS NORTH 67°35'58" WEST, AND A CHORD LENGTH OF 297.81 TO A POINT OF TANGENCY;
8. SOUTH 89°38'50" WEST, A DISTANCE OF 442.09 FEET TO A POINT OF CURVATURE;
9. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 40°17'45", AN ARC LENGTH OF 429.01 FEET, THE CHORD OF WHICH BEARS SOUTH 69°29'58" WEST, AND A CHORD LENGTH OF 420.22 TO A POINT OF TANGENCY;
10. SOUTH 49°21'05" WEST, A DISTANCE OF 199.65 FEET TO A POINT OF CURVATURE;
11. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 40°25'09", AN ARC LENGTH OF 328.03 FEET, THE CHORD OF WHICH BEARS SOUTH 69°33'40" WEST, AND A CHORD LENGTH OF 321.27 FEET TO A POINT OF NON-TANGENCY;
12. SOUTH 00°13'46" EAST, A DISTANCE OF 10.00 FEET;
13. SOUTH 89°46'14" WEST, A DISTANCE OF 251.64 FEET;
14. SOUTH 44°46'14" WEST, A DISTANCE OF 107.22 FEET;
15. SOUTH 00°13'46" EAST, A DISTANCE OF 174.68 FEET;
16. SOUTH 89°46'14" WEST, A DISTANCE OF 100.26 FEET;
17. NORTH 00°13'46" WEST, A DISTANCE OF 174.41 FEET;
18. NORTH 45°13'46" WEST, A DISTANCE OF 107.59 FEET;
19. SOUTH 89°46'14" WEST, A DISTANCE OF 183.92 FEET;
20. NORTH 00°13'46" WEST, A DISTANCE OF 10.00 FEET;
21. SOUTH 89°46'14" WEST, A DISTANCE OF 285.73 FEET TO A POINT OF CURVATURE;
22. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 33°09'57", AN ARC LENGTH OF 324.16 FEET, THE CHORD OF WHICH BEARS SOUTH 73°11'16" WEST, AND A CHORD LENGTH OF 319.65 FEET TO A POINT OF TANGENCY;
23. SOUTH 56°36'17" WEST, A DISTANCE OF 1405.46 FEET;
24. NORTH 33°23'43" WEST, A DISTANCE OF 815.11 FEET TO A POINT OF CURVATURE;
25. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 987.00 FEET, A CENTRAL ANGLE

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OF 13°43'16", AN ARC LENGTH OF 236.37 FEET, THE CHORD OF WHICH BEARS NORTH 26°32'04" WEST, AND A CHORD LENGTH OF 235.80 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, BEING A POINT OF NON-TANGENCY;

26. NORTH 70°19'34" EAST, A DISTANCE OF 57.00 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;

27. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 19°34'02", AN ARC LENGTH OF 317.61 FEET, THE CHORD OF WHICH BEARS NORTH 09°53'25" WEST, AND A CHORD LENGTH OF 316.07 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27;

28. NORTH 00°06'24" WEST, A DISTANCE OF 2283.66 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO A POINT 30.00 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 27;

29. NORTH 89°25'15" EAST, A DISTANCE OF 2623.63 FEET, PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27;

30. NORTH 89°25'04" EAST, A DISTANCE OF 2623.45, PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27, TO THE POINT OF BEGINNING..

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

ABOVE LEGAL DESCRIPTION PREPARED BY:

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.

(AFFECTS ALL PROPERTY)

2. RESERVATIONS AS CONTAINED IN PATENT #16254 OF THE UNITED STATES DATED NOVEMBER 17, 1894.

THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [57499291](#)

(AFFECTS SECTION 26)

3. RESERVATIONS BY THE UNION PACIFIC RAILWAY 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 OCTOBER 11, 1902 IN BOOK A72 AT PAGE [334](#).

NOTE: DEEDS REGARDING SAID RESERVATIONS RECORDED APRIL 16, 1971 IN BOOK 1920 AT PAGE [247](#), OCTOBER 16, 1974 IN BOOK 2282 AT PAGE [612](#), AUGUST 7, 1979 IN BOOK 3049 AT PAGE [335](#) AND

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NOVEMBER 23, 1998 UNDER RECEPTION NO. [A8189797](#).

(AFFECTS SECTION 27)

4. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 11, 1989, IN BOOK 5749 AT PAGE [779](#).

(AFFECTS SECTIONS 26 AND 27)

5. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. [B2090867](#).

(AFFECTS SECTION 27)

6. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED APRIL 10, 2007 UNDER RECEPTION NO. [B7044752](#).

(AFFECTS SECTION 27)

7. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE RECORDED APRIL 23, 2007 UNDER RECEPTION NO. [B7051151](#).

(AFFECTS SECTION 27)

8. SPECIAL WARRANTY DEED CONVEYING WATER RIGHTS RECORDED JUNE 12, 2007 UNDER RECEPTION NO. [B7074676](#).

(AFFECTS SECTION 27)

9. NOTICE OF REFEREE RULING CONCERNING THE APPLICATION FOR WATER RIGHTS OF COTTONWOOD CREEK INVESTORS, LLC, CASE NUMBER 05CW139 RECORDED FEBRUARY 6, 2008 UNDER RECEPTION NO. [B8015056](#).

(AFFECTS SECTIONS 26 AND 27)

10. OIL AND GAS LEASE BETWEEN COTTONWOOD CREEK INVESTORS, LLC, LESSOR, AND ANADARKO E&P COMPANY LP, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED AUGUST 29, 2011, UNDER RECEPTION NO. [D1082658](#).

APPLICATION IN CONJUNCTION THEREWITH RECORDED SEPTEMBER 2, 2011 UNDER RECEPTION NO. [D1084755](#).

AFFIDAVIT OF EXERCISE OF OPTIONS TO EXTEND OIL AND GAS LEASES IN CONJUNCTION THEREWITH RECORDED OCTOBER 28, 2014 UNDER RECEPTION NO. [D4101415](#).

AFFIDAVIT OF PRODUCTION RECORDED JANUARY 7, 2015 UNDER RECEPTION NO. [D5002006](#).

DECLARATION OF POOLED UNIT RECORDED DECEMBER 12, 2018 UNDER RECEPTION NO. [D8121376](#).

(AFFECTS SECTION 26)

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED AUGUST 29, 2011 UNDER RECEPTION NO. [D1082659](#).

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12. (AFFECTS SECTION 26)
TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT AND LEASE RECORDED DECEMBER 21, 2012 UNDER RECEPTION NO. [D2147993](#).

AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE RECORDED APRIL 13, 2018 UNDER RECEPTION NO. [D8035972](#).

AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE RECORDED DECEMBER 20, 2018 UNDER RECEPTION NO. [D8124326](#).

(AFFECTS SECTION 27)

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE COTTONWOOD CRREEK #4-65-27-1H OIL & GAS WELL PERMIT MAP RECORDED MARCH 31, 2014 UNDER RECEPTION NO. [D4025440](#).

(AFFECTS SECTIONS 26 AND 27)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY GRANT RECORDED JUNE 12, 2014 UNDER RECEPTION NO. [D4050580](#).

AMENDMENT OF RIGHT-OF-WAY GRANT RECORDED JULY 19, 2017 UNDER RECEPTION NO. [D7081630](#).

SECOND AMENDMENT OF RIGHT-OF-WAY GRANT RECORDED FEBRUARY 15, 2018 UNDER RECEPTION NO. [D8015416](#).

THIRD AMENDMENT OF RIGHT-OF-WAY GRANT RECORDED FEBRUARY 13, 2019 UNDER RECEPTION NO. [D9012602](#).

FOURTH AMENDMENT TO RIGHT-OF-WAY RECORDED OCTOBER 11, 2019 UNDER RECEPTION NO. [D9109320](#).

PARTIAL ASSIGNMENT OF RIGHT-OF-WAY RECORDED FEBRUARY 28, 2020 UNDER RECEPTION NO. [E0025087](#).

(AFFECTS SECTION 26 AND 27)

15. AFFIDAVIT OF SURFACE INSPECTION RECORDED FEBRUARY 3, 2015 UNDER RECEPTION NO. [D5010807](#).

(AFFECTS SECTION 26)

16. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 05, 2016, UNDER RECEPTION NO. [D6000836](#).

(AFFECTS SECTION 27)

17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SURFACE USE AGREEMENT RECORDED AUGUST 25, 2016 UNDER RECEPTION NO. [D6094781](#).

(AFFECTS SECTIONS 26 AND 27)

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18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT UTILITY EASEMENT AGREEMENT RECORDED DECEMBER 19, 2016 UNDER RECEPTION NO. [D6146843](#).

(AFFECTS SECTION 26)

(AFFECTS SECTIONS 26 AND 27)

19. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CONTEXTUAL SITE PLAN COTTONWOOD CREEK #4-65 27-28 PHASE 1, OIL AND GAS WELL PERMIT MAP RECORDED JANUARY 10, 2018 UNDER RECEPTION NO. [D8003555](#).

(AFFECTS SECTIONS 26 AND 27)

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM RECORDED JANUARY 22, 2018 UNDER RECEPTION NO. [D8006788](#).

(AFFECTS SECTION 27)

21. SPECIAL WARRANTY AND BARGAIN AND SALE DEEDS CONVEYING WATER RIGHTS RECORDED JULY 9, 2018 UNDER RECEPTION NOS. [D8066512](#) AND [D8066521](#).

(AFFECTS SECTION 26)

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [D8076573](#).

(AFFECTS SECTION 26)

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [D8076578](#).

(AFFECTS SECTION 26)

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN VESTED PROPERTY RIGHTS DEVELOPMENT AGREEMENT PERTAINING TO COTTONWOOD CREEK ANNEXATION NOS. 1, 2 AND 3 RECORDED SEPTEMBER 05, 2018 UNDER RECEPTION NO. [D8088504](#).

ORDINANCE APPROVING VESTED RIGHTS DEVELOPMENT AGREEMENT RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [D8076583](#).

(AFFECTS SECTION 26)

25. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EAST AURORA ANNEXATION FRAMEWORK DEVELOPMENT PLAN RECORDED NOVEMBER 13, 2018 UNDER RECEPTION NO. [D8111506](#).

(AFFECTS SECTION 26)

26. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE COTTONWOOD CREEK NORTH OIL & GAS WELL PERMIT MAP RECORDED JUNE 18, 2019 UNDER RECEPTION NO. [D9058272](#).

(AFFECTS SECTIONS 26 AND 27)

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT REGARDING COTTONWOOD CREEK ANNEXATION NOS. 1, 2 AND 3 RECORDED JANUARY 10, 2020 UNDER RECEPTION NO. [E0003832](#).

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- (AFFECTS SECTION 26)
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED JUNE 24, 2020 UNDER RECEPTION NO. [E0075892](#).
- (AFFECTS SECTION 27)
29. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CRUDE OIL PIPELINE - SITE PLAN RECORDED JULY 28, 2020 UNDER RECEPTION NO. [E0094608](#) AND NOVEMBER 08, 2022 UNDER RECEPTION NO. [E2109777](#).
- (AFFECTS SECTIONS 26 AND 27)
30. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. [E0121736](#) (SECTION 26), E0121737 (SECTION 27).
31. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE NATURAL GAS PIPELINE GATHERING SYSTEM AS-BUILT SITE PLAN RECORDED NOVEMBER 6, 2020 UNDER RECEPTION NO. [E0153558](#) AND NOVEMBER 01, 2022 UNDER RECEPTION NO. [E2107939](#).
- (AFFECTS SECTIONS 26 AND 27)
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED APRIL 05, 2022 UNDER RECEPTION NO. [E2038180](#)
- (AFFECTS SECTION 27).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INTERGOVERNMENTAL AGREEMENT REGARDING DEBT ALLOCATION RECORDED JUNE 16, 2022 UNDER RECEPTION NO. [E2066078](#)
- (AFFECTS SECTIONS 26 AND 27).
34. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 16, 2022, UNDER RECEPTION NO. [E2085911](#).
- SPECIAL DISTRICT PUBLIC DISCLOSURE RECORDED SEPTEMBER 23, 2022 UNDER RECEPTION NO. [E2097343](#)
- (AFFECTS SECTION 26).
35. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 16, 2022, UNDER RECEPTION NO. [E2085914](#).
- SPECIAL DISTRICT PUBLIC DISCLOSURE RECORDED SEPTEMBER 23, 2022 UNDER RECEPTION NO. [E2097346](#).
- (AFFECTS SECTION 27)
36. OIL, GAS AND MINERAL RESERVATIONS AS SHOWN BY DEED RECORDED SEPTEMBER 10, 1948 IN BOOK 618 AT PAGE [216](#).
- JUDGMENT AND DECREE RECORDED OCTOBER 21, 2019 UNDER RECEPTION NO. [D9112554](#).
37. OIL AND GAS LEASE TO DONALD B. ANDERSON RECORDED FEBRUARY 22, 1971 IN BOOK 1910 AT

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70795767

Policy No.: PIB70795767.24358089

PAGE [156](#) AND [157](#).

38. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 11, 1989, IN BOOK 5749 AT PAGE [779](#).
39. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT DEED RECORDED SEPTEMBER 25, 1998 AT RECEPTION NO. [A8153409](#).
40. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF DELANEY SUBDIVISION RECORDED FEBRUARY 03, 1999 UNDER RECEPTION NO. [A9018981](#).
41. PAID UP OIL , GAS & MINERAL LEASE RECORDED DECEMBER 11, 2014 UNDER RECEPTION NO. [D4116172](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
42. PAID UP OIL, GAS & MINERAL LEASE RECORDED JANUARY 28, 2015 UNDER RECEPTION NO. [D5008579](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
43. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN LICENSE AGREEMENT 16-31 RECORDED JUNE 08, 2016 UNDER RECEPTION NO. [D6059743](#).
44. ITEMS 36-43 AFFECT DELANEY SUBDIVISION

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

WESTWOOD
ATTN:
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112-1562

Reference

Your Reference Number:
Our Order Number: 70795767
Our Customer Number: 55259.0
Invoice (Process) Date: 02/08/2023
Transaction Invoiced By: Michael Welninski
Email Address: mwelninski@ltgc.com

Invoice Number: 70795767

Property Address: COTTONWOOD CREEK BOUNDARY, AURORA, CO 80210

Parties: COTTONWOOD CREEK INVESTORS, LLC, A COLORADO 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. 70795767 on payment
Please make check payable and send to:
Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111

