

ALTA/NSPS LAND TITLE SURVEY

A PART OF THE NORTHEAST QUARTER OF SECTION 3 AND THE NORTHWEST QUARTER
OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 3, ALSO BEING THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AT BOOK 906, PAGE 288 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG SAID NORTH LINE N89°38'32"E, 1031.22 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER N89°38'32"E, 228.77 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S04°41'19"W, 160.73 FEET;

THENCE S43°00'22"E, 322.41 FEET;

THENCE S45°28'08"E, 396.33 FEET;

THENCE S17°01'56"E, 359.47 FEET;

THENCE S41°44'09"E, 445.32 FEET;

THENCE S19°30'33"E, 630.91 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER N89°35'57"W, 1338.11 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE ALONG THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER S00°13'27"W, 312.43 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AT BOOK 367 PAGE 95 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG THE NORTH LINE OF SAID PARCEL, PARALLEL WITH AND 335 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 3 S89°29'55"W, 260.02 FEET;

THENCE ALONG THE WEST LINE OF SAID PARCEL, PARALLEL WITH AND 260 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER S00°13'27"W, 335.03 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER S89°29'55"W, 755.92 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED AT BOOK 906 PAGE 288 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL N00°06'54"W, 2583.73 FEET TO THE POINT OF BEGINNING. CONTAINING 95.183 ACRES, MORE OR LESS.

SCHEDULE B--2 EXCEPTIONS:

(PER TITLE COMMITMENT NO. 100--N0042096--030--8SB, PREPARED BY FIDELITY NATIONAL TITLE, WITH AN EFFECTIVE DATE OF MARCH 3, 2023)

1--8. STANDARD EXCEPTIONS.
EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THESE ITEMS.

9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 02, 1892, IN BOOK X AT PAGE 61. AFFECTS THE SUBJECT PROPERTY AS PART OF SECTION 2.

10. RESERVATION BY THE UNITED STATES OF "ALL MINERAL LANDS" SHOULD ANY BE FOUND TO EXIST BUT THIS EXCLUSION AND EXCEPTION ACCORDING TO THE TERMS OF STATUTE "SHALL NOT BE CONSTRUED TO INCLUDE COAL AND IRON LANDS" AS RESERVED IN PATENT NO. 39 DATED FEBRUARY 25, 1897 AND RECORDED MARCH 18, 1897 IN BOOK 16 AT PAGE 115. AFFECTS THE SUBJECT PROPERTY AS PART OF SECTION 3.

11. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
PURPOSE: UTILITY EASEMENT
RECORDING DATE: SEPTEMBER 16, 1954
RECORDING NO: BOOK 113 AT PAGE 29. AFFECTS THE SUBJECT PROPERTY AS PART OF SECTION 2.

12. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: COLORADO CENTRAL POWER COMPANY
PURPOSE: UTILITY EASEMENT
RECORDING DATE: AUGUST 23, 1957
RECORDING NO: BOOK 122 AT PAGE 5, AFFECTS THE SUBJECT PROPERTY AS PART OF SECTION 3.

13. NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND THE PROVISIONS THEREOF AS DESCRIBED IN DEEDS RECORDED JULY 10, 1978 IN BOOK 336 AT PAGES 80 RECEPTION NO. 219925 AND BOOK 336 PAGE 87 RECEPTION NO. 219927 AND AUGUST 29, 1981 IN BOOK 420 AT PAGE 48 RECEPTION NO. 273222. AFFECTS THE SUBJECT PROPERTY, SHOWN HEREON.

14. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
PURPOSE: UTILITY EASEMENT
RECORDING DATE: AUGUST 03, 1979
RECORDING NO: BOOK 367 AT PAGE 95. AFFECTS THE SUBJECT PROPERTY AS PART OF SECTION 3.

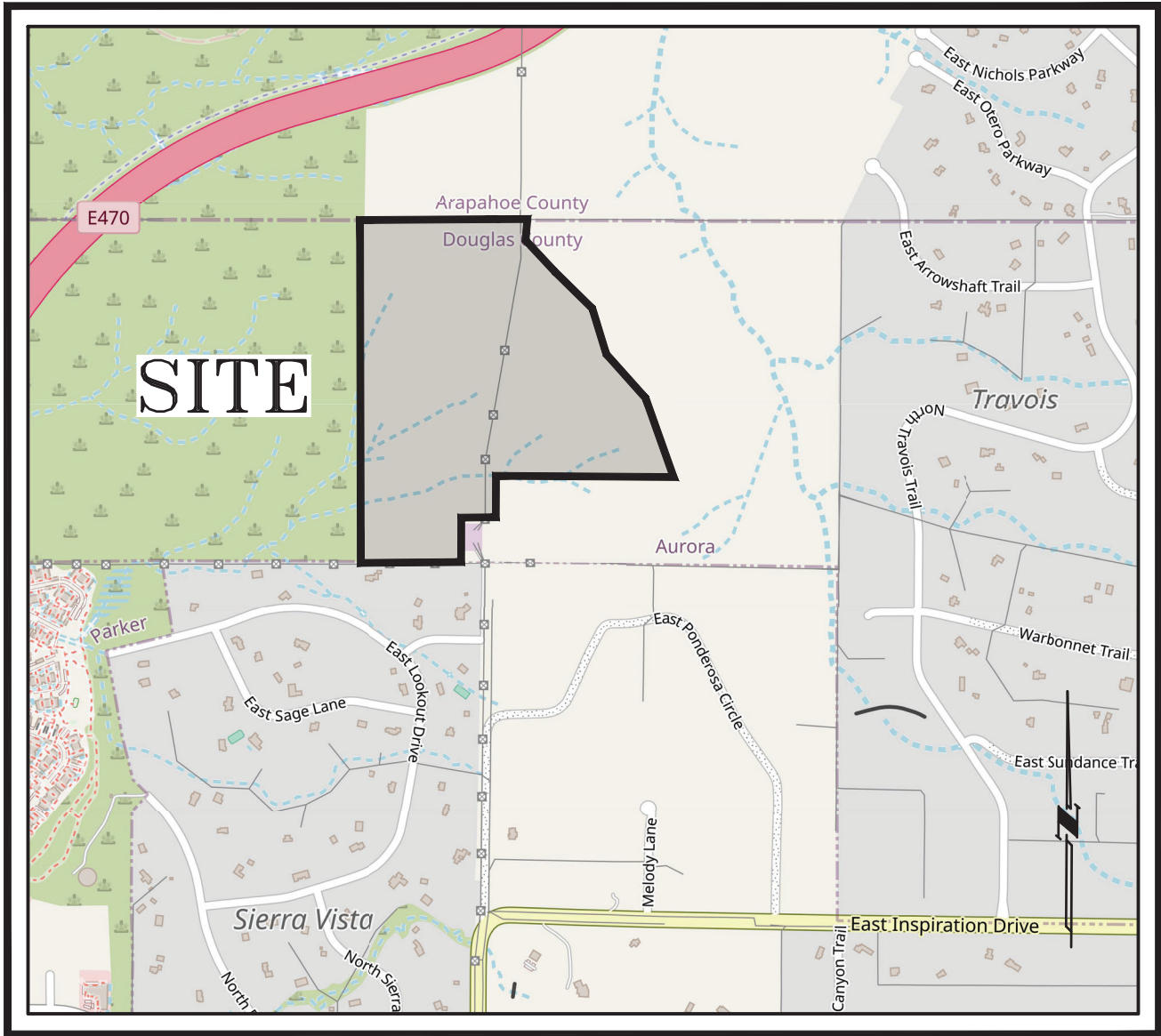
15. PIONEER DITCH AND PIONEER DITCH FIRST ENLARGEMENT AS EVIDENCED BY DEED RECORDED AUGUST 9, 1984 IN BOOK 534 AT PAGE 107, EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

16. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED MAY 06, 1988, IN BOOK 790 AT PAGE 718. DOES NOT LIE WITHIN THE SUBJECT PROPERTY.

17. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 88--13 FOR ANNEXATION OF LANDS TO THE CITY OF AURORA AS SET FORTH BELOW:
RECORDING DATE: JUNE 01, 1988
RECORDING NO.: BOOK 795, PAGE 13. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

18. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE CERTIFICATE OF ORGANIZATION FOR THE E--470 PUBLIC HIGHWAY AUTHORITY AS SET FORTH BELOW:
RECORDING DATE: MAY 12, 1988
RECORDING NO.: BOOK 792 AT PAGE 3 AND ANY AND ALL AMENDMENT THERETO. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

19. THE EFFECT OF KINGS POINT PHASE II DEVELOPMENT MAP RECORDED JUNE 14, 1988 UNDER RECEPTION NO. 8813355 IN BOOK 797 PAGE 617. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.



VICINITY MAP
NOT TO SCALE

SCHEDULE B--2 EXCEPTIONS (CONTINUED):

(PER TITLE COMMITMENT NO. 100--N0042096--030--8SB, PREPARED BY FIDELITY NATIONAL TITLE, WITH AN EFFECTIVE DATE OF MARCH 3, 2023)

20. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT BETWEEN FIRST CAPITAL CORPORATION AND THE CITY OF AURORA AS SET FORTH BELOW:
RECORDING DATE: JULY 06, 1988
RECORDING NO.: BOOK 801 AT PAGE 471 AND ANY AND ALL AMENDMENTS THERETO. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

21. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: AUGUST 02, 1994
RECORDING NO.: RECEPTION NO. 110938 IN BOOK 7654, PAGE 592 (ARAPAHOE COUNTY). EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

22. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE REZONING ORDINANCE NO. 2000--59 AS SET FORTH BELOW:
RECORDING DATE: JULY 25, 2000
RECORDING NO.: RECEPTION NO. 51053 IN BOOK 1873, PAGE 28. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

23. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE REZONING ORDINANCE NO. 2000--60 AS SET FORTH BELOW:
RECORDING DATE: JULY 25, 2000
RECORDING NO.: RECEPTION NO. 51054 IN BOOK 1873, PAGE 30. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

24. ANY ASSESSMENT OR LIEN OF KINGS POINT METROPOLITAN DISTRICT NO. 1, AS DISCLOSED BY THE INSTRUMENT RECORDED DECEMBER 16, 2002 AT RECEPTION NO. 2002137220 AND AS AMENDED JANUARY 03, 2002 AT RECEPTION NO. 2003012388. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

25. ANY ASSESSMENT OR LIEN OF KINGS POINT METROPOLITAN DISTRICT NO. 2, AS DISCLOSED BY THE INSTRUMENT RECORDED DECEMBER 16, 2002 AT RECEPTION NO. 2002137222 AND AS AMENDED JANUARY 03, 2002 AT RECEPTION NO. 2003012389. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

26. KINGS POINT SOUTH FRAMEWORK DEVELOPMENT PLAN RECORDED FEBRUARY 05, 2003 AT RECEPTION NO. 15121. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

27. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT;
RESERVED BY: INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
PURPOSE: RIGHT OF WAY EASEMENT
RECORDING DATE: AUGUST 15, 2003
RECORDING NO: RECEPTION NO. 2003123719. AFFECTS THE SUBJECT PROPERTY, SHOWN HEREON.

28. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: JULY 6, 2022
RECORDING NO.: RECEPTION NO. 2022047204. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

29. THE EFFECT OF THE INCLUSION OF THE LAND IN THE KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT(S) RECORDED FEBRUARY 9, 2023 AT RECEPTION NO. 2023005771 AND RECEPTION NO. 2023005772. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

30. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY OR STREET. EMK CONSULTANTS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM EXCEPT TO CONFIRM IT AFFECTS THE SUBJECT PROPERTY.

2021 ALTA/NSPS LAND TITLE SURVEY -- TABLE A

ITEM #	SURVEYOR RESPONSIBILITIES AND SPECIFICATIONS
1	MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. -- SHOWN HEREON
2	ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK -- THERE IS NO ADDRESS OF RECORD.
3	FLOOD ZONE CLASSIFICATION: SUBJECT PROPERTY IS LOCATED IN "OTHER AREAS--ZONE X (AREAS OF MINIMAL FLOOD HAZARD) PER FLOOD INSURANCE RATE MAP NUMBER 08005C0484L, REVISED FEBRUARY 17, 2017.
4	GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT): 4,146,176 SQ. FT. OR 95.183 ACRES, MORE OR LESS, AS SURVEYED
7(a)	EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. THERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY.
8	SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). --SHOWN HEREON
9	NUMBER AND TYPE (E.G. DISABLED, MOTORCYCLE, REGULAR, AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. THERE ARE 0 REGULAR SPACES, 0 DISABLED PARKING SPACES, AND 0 MOTORCYCLE SPACES FOR A TOTAL OF 0 PARKING SPACES, SHOWN HEREON.
13	NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET.AL." -- SHOWN HEREON

SURVEYOR'S NOTES:

1. FIDELITY NATIONAL TITLE, COMMITMENT NUMBER 100--N0042096--030--8SB, DATED MARCH 3, 2023, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS--OF--WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.

2. THIS ALTA/NSPS LAND TITLE SURVEY OR MAP WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE--CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

3. BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 FROM THE EAST QUARTER CORNER OF SAID SECTION 3 TO THE NE CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3, ASSUMED TO BEAR NORTH 00°13'36" EAST, A DISTANCE OF 2581.30 FEET, MONUMENTED AS SHOWN HEREON.

4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS ALTA/NSPS LAND TITLE SURVEY IS THE U.S. SURVEY FOOT.

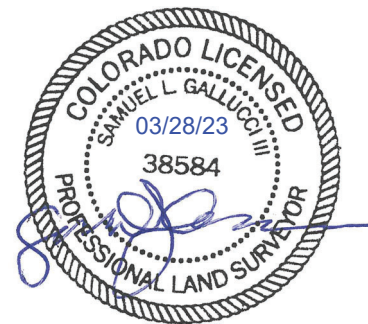
5. NO OIL OR GAS WELL ARE LOCATED WITHIN SUBJECT PROPERTY. LOCATION AND INFORMATION REGARDING OIL AND GAS WELLS WERE OBTAINED FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC) INTERACTIVE MAP, AVAILABLE ON THE COGCC WEBSITE.

6. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.


SURVEYOR'S STATEMENT:

TO: KINGS POINT INVESTMENT LLC
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 23, 2023.

SAMUEL L. GALLUCCI III
COLORADO P.L.S. 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.
7006 SOUTH ALTON WAY, BLDG F
CENTENNIAL, COLORADO 80112--2019

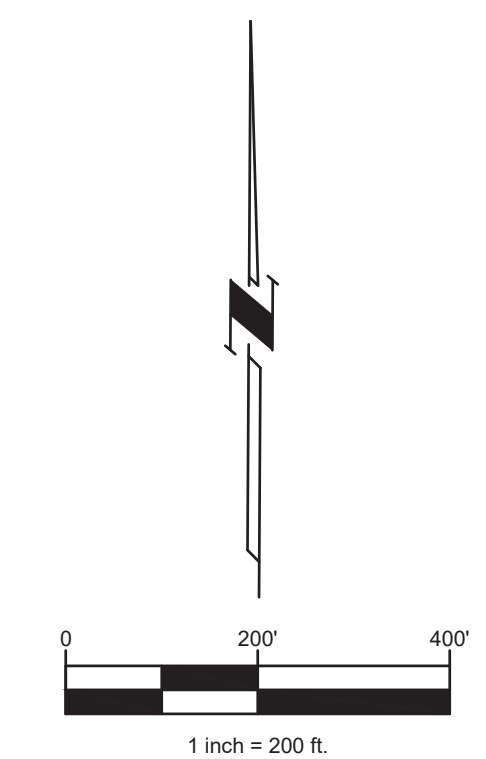
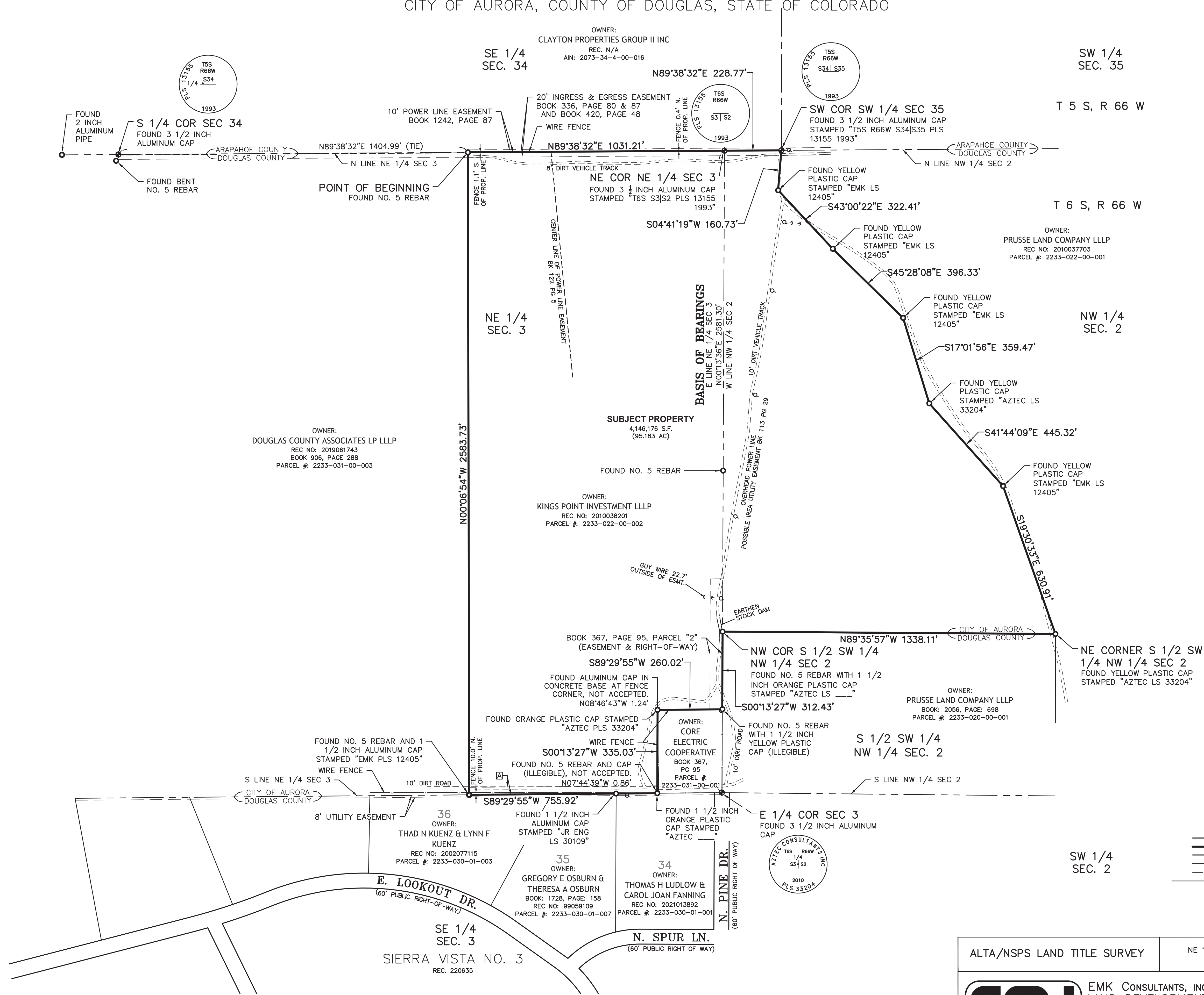


Samuel L. Gallucci III, P.L.S.
I, the undersigned, do hereby certify that I am the Surveyor and integrity of the survey is guaranteed by the Colorado Professional Land Surveyors Act, C.R.S. § 20-1-101, and the Colorado Professional Land Surveyors Act, C.R.S. § 20-1-102.

ALTA/NSPS LAND TITLE SURVEY	NE 1/4 OF SEC. 3 & NW 1/4 SEC. 2, T.6S., R.66 W., 6TH P.M. CITY OF AURORA, COUNTY OF DOUGLAS, COLORADO
 EMK CONSULTANTS, INC. LAND DEVELOPMENT ENGINEERING & SURVEYING 7006 SOUTH ALTON WAY, BLDG F CENTENNIAL, COLORADO 80112--2019 (303)694--1520 www.EMK.com JOB NO. 12528.04	APPLICANT/DEVELOPER KINGS POINT INVESTMENT LLC 2707 E. WILLAMETTE LN. GREENWOOD VILLAGE, COLORADO ATTN: TIM SANFORD DATE: 3/28/2023 DRAWN BY: JTH QA/QC: SLG3 SHEET 1 OF 2 SHEETS

ALTA/NSPS LAND TITLE SURVEY

A PART OF THE NORTHEAST QUARTER OF SECTION 3 AND THE NORTHWEST QUARTER
OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO



- LEGEND**
- FOUND PLSS CORNER, AS NOTED
 - FOUND MONUMENT, AS NOTED
 - SECTION/ALIQUOT LINE
 - BOUNDARY LINE
 - RIGHT-OF-WAY LINE
 - CENTER/RANGE LINE
 - EASEMENT LINE
 - FENCE, AS NOTED
 - UTILITY/POWER POLE
 - GUY ANCHOR
 - 30' IREA EASEMENT REC NO: 2003123719

ALTA/NSPS LAND TITLE SURVEY		NE 1/4 OF SEC. 3 & NW 1/4 SEC. 2., T.6S., R.66 W., 6TH P.M. CITY OF AURORA, COUNTY OF DOUGLAS, COLORADO	
	EMK CONSULTANTS, INC. LAND DEVELOPMENT ENGINEERING & SURVEYING 7006 SOUTH ALTON WAY, BLDG. F CENTENNIAL, COLORADO 80112-2019 (303) 694-1520 www.EMKC.com JOB NO. 12528.04	APPLICANT/DEVELOPER KINGS POINT INVESTMENT LLC 2707 E. WILLAMETTE LN. GREENWOOD VILLAGE, COLORADO ATTN: TIM SANFORD	DATE: 3/28/2023 DRAWN BY: JTH QA/QC: SLG3 SHEET 2 OF 2 SHEETS

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Fidelity National Title



NATIONAL COMMERCIAL SERVICES

1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: March 3, 2023

FILE NUMBER: 100-N0042096-030-8SB

PROPERTY ADDRESS: Vacant Land, Aurora, CO

BUYER/BORROWER: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

OWNER(S): Kings Point Investment LLC, a Colorado limited liability company

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R0480170 / 2233-022-00-002

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Sonya Bailey PHONE: (303) 889-8081 FAX: (303) 628-1671 E-MAIL: sonya.bailey@fnf.com
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Escrow Assistant	ATTN: Anna Young PHONE: (303) 942-2207 E-MAIL: anna.young1@fnf.com
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Title Officer	ATTN: Eric Stearns PHONE: (303) 692-6778 E-MAIL: estearns@fnf.com
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Sales Executive	ATTN: John Ellis E-MAIL: jfellis@fnf.com
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TO: Kings Point Investment LLC, a Colorado limited liability company	ATTN: Tim Sanford PHONE: FAX: E-MAIL: tim@elliott-sanford.com
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TO: Ireland Stapleton Pryor and Pascoe PC 717 17th St. Suite 2800 Denver, CO 80202	ATTN: James Benjamin PHONE: (303) 623-2700 FAX: (000) 000-0000 E-MAIL: JBenjamin@irelandstapleton.com
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TO: National Commercial Services Downtown 1401 17th St #480 Denver, CO 80202	ATTN: Sonya Bailey PHONE: (303) 942-2200 FAX: (303) 628-1671 E-MAIL: sonya.bailey@fnf.com
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END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance 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 EXTRA CONTRACTUAL 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, **Fidelity National Title Insurance Company**, a Florida 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 Policy Amount 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.

Countersigned

By: 
John Miller
Authorized Signature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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.

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- (b) The Company shall not be 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.
- (c) The Company will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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 reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
 Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
 Loan ID Number:
 Issuing Office File Number: 100-N0042096-030-8SB
 Property Address: Vacant Land, Aurora, CO
 Revision Number:

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **February 27, 2023**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
 Proposed Policy Amount: \$100,000.00
 - (b) None
 Proposed Insured:
 Proposed Policy Amount: \$0.00
 - (c) None
 Proposed Insured:
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee simple
4. The Title is, at the Commitment Date, [vested in](#):
Kings Point Investment, LLC, a Colorado limited liability company who acquired title as Kings Point Investment, LLLP, a Colorado limited liability limited partnership
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

ALTA Owners Policy 6-17-06	629.00
Delete 1-4 commercial upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	95.00
39-06 Policy Authentication	0.00
Tax Certificate	18.00

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EXHIBIT A

LEGAL DESCRIPTION

A tract of land situated in the Northwest quarter of Section 2 and the Northeast quarter of Section 3, Township 6 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at a point on the North line of said Northeast quarter of Section 3, also being the Northeast corner of that parcel of land described at [Book 906, Page 288](#) of the Douglas County records;

Thence along said North line N89°38'32"E, 1031.22 feet to the Northeast corner of said Northeast quarter;

Thence along the North line of said Northwest quarter N89°38'32"E, 228.77 feet to the Southwest corner of the Southwest quarter of Section 35, Township 5 South, Range 66 West of the 6th Principal Meridian;

Thence S04°41'19"W, 160.73 feet;
 Thence S43°00'22"E, 322.41 feet;
 Thence S45°28'08"E, 396.33 feet;
 Thence S17°01'56"E, 359.47 feet;
 Thence S41°44'09"E, 445.32 feet;

Thence S19°30'33"E, 630.91 feet to the Northeast corner of the South half of the Southwest quarter of said Northwest quarter;

Thence along the North line of said South half of the Southwest quarter of the Northwest quarter N89°35'57"W, 1338.11 feet to the Northwest corner of said South half of the Southwest quarter of the Northwest quarter;

Thence along the West line of said South half of the Southwest quarter of the Northwest quarter S00°13'27"W, 312.43 feet to the Northeast corner of that parcel of land described at [Book 367 Page 95](#) of the Douglas County records;

Thence along the North line of said parcel, parallel with and 335 feet North of the South line of said Northeast quarter of Section 3 S89°29'55"W, 260.02 feet;

Thence along the West line of said parcel, parallel with and 260 feet West of the East line of said Northeast quarter S00°13'27"W, 335.03 feet to the South line of said Northeast quarter;

Thence along the South line of said Northeast quarter S89°29'55"W, 755.92 feet to the Southeast corner of said parcel of land described at [Book 906 Page 288](#) of the Douglas County records;

Thence along the East line of said parcel N00°06'54"W, 2583.73 feet to the point of Beginning;

FOR INFORMATIONAL PURPOSES ONLY: Assessor Parcel No. R0480170 / 2233-022-00-002

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- e. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Kings Point Investment, LLC, a Colorado limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of Statement of Authority for Kings Point Investment, LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- f. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Kings Point Investment, LLC, a Colorado limited liability company
The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

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SCHEDULE B
PART I – Requirements
(Continued)

- g. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- h. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- i. The company will require a “no change” Survey affidavit from the seller stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the Survey dated June 30, 2010 [Job 12528](#) by EMK Consultants, Inc. Engineers - Surveyors presented to the Company

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

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SCHEDULE B

PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, 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 Public Records.
4. 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.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.
8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States patent recorded April 02, 1892, in [Book X at Page 61](#). (Affects Section 2)
10. Reservation by the United States of "All Mineral Lands" should any be found to exist but this exclusion and Exception according to the terms of statute "Shall not be construed to include coal and iron lands" as reserved in Patent No. 39 dated February 25, 1897 and recorded March 18, 1897 in [Book 16 at Page 115](#). (Affects Section 3)

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SCHEDULE B
PART II – Exceptions
(Continued)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Intermountain Rural Electric Association
Purpose: Utility easement
Recording Date: September 16, 1954
Recording No: [Book 113 at Page 29](#), (Affects Section 2)
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Colorado Central Power Company
Purpose: Utility easement
Recording Date: August 23, 1957
Recording No: [Book 122 at Page 5](#), (Affects Section 3)
13. Non-exclusive easements for Ingress and egress and the provisions thereof as described in deeds recorded July 10, 1978 in [Book 336 at Pages 80](#) Reception No. 219925 and [Book 336 Page 87](#) Reception No. 219927 and August 29, 1981 in [Book 420 at Page 48](#) Reception No. 273222.
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Intermountain Rural Electric Association
Purpose: Utility easement
Recording Date: August 03, 1979
Recording No: [Book 367 at Page 95](#) (Affects Section 3)
15. Pioneer ditch and Pioneer ditch first enlargement as evidenced by deed recorded August 9, 1984 in [Book 534 at Page 107](#).
16. Any tax, lien, Fee, or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded may 06, 1988, in [Book 790 at page 718](#).
17. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 88-13 for Annexation of Lands to the City of Aurora as set forth below:

Recording Date: June 01, 1988
Recording No.: [Book 795, Page 13](#)
18. Terms, conditions, provisions, agreements and obligations contained in the Certificate of Organization for the E-470 Public Highway Authority as set forth below:

Recording Date: May 12, 1988
Recording No.: [Book 792 at Page 3](#) and any and all amendment thereto.
19. The effect of Kings Point Phase II Development Map recorded June 14, 1988 under Reception No. 8813355 in [Book 797 Page 617](#).

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SCHEDULE B
PART II – Exceptions
(Continued)

20. Terms, conditions, provisions, agreements and obligations contained in the Agreement between First Capital Corporation and the City of Aurora as set forth below:
- Recording Date: July 06, 1988
Recording No.: [Book 801 at Page 471](#) and any and all amendments thereto.
21. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
- Recording Date: August 02, 1994
Recording No.: Reception No. 110938 in [Book 7654, Page 592](#) (Arapahoe County)
22. Terms, conditions, provisions, agreements and obligations contained in the Rezoning Ordinance No. 2000-59 as set forth below:
- Recording Date: July 25, 2000
Recording No.: Reception No. 51053 in [Book 1873, Page 28](#)
23. Terms, conditions, provisions, agreements and obligations contained in the Rezoning Ordinance No. 2000-60 as set forth below:
- Recording Date: July 25, 2000
Recording No.: Reception No. 51054 in [Book 1873, Page 30](#)
24. Any assessment or lien of Kings Point Metropolitan District No. 1, as disclosed by the instrument recorded December 16, 2002 at [Reception No. 2002137220](#) and as amended January 03, 2002 at [Reception No. 2003012388](#).
25. Any assessment or lien of Kings Point Metropolitan District No. 2, as disclosed by the instrument recorded December 16, 2002 at [Reception No. 2002137222](#) and as amended January 03, 2002 at [Reception No. 2003012389](#).
26. Kings Point South Framework Development Plan recorded February 05, 2003 at [Reception No. 15121](#)
27. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
- Reserved by: Intermountain Rural Electric Association
Purpose: right of way easement
Recording Date: August 15, 2003
Recording No.: [Reception No. 2003123719](#)
28. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
- Recording Date: July 6, 2022
Recording No.: [Reception No. 2022047204](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

29. The effect of the inclusion of the Land in the Kings Point South Metropolitan District No. 3, as evidenced by instrument(s) recorded February 9, 2023 at [Reception No. 2023005771](#) and [Reception No. 2023005772](#).
30. Lack of Access to and from public road, highway or street

END OF EXCEPTIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC.

PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquies@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Applicant's Certificate of Compliance Regarding Minerals

With Article 65.5 of Title 24, Colorado Revised Statutes (H.B. 01-1088, Effective July 1, 2001).

Note to Applicant & Land Use Department:

For any of the following, the applicant must complete this certification as a prerequisite to the Planning and Development Services Department accepting any application that is submitted after September 1, 2015:

1. an application regarding a new or amended General Development Plan or Planned Community Zone District;
2. an application for a zone change;
3. an application that includes a subdivision or resubdivision;
4. an application for site plan or contextual site plan approval which anticipates new surface development; or
5. an application for a new or amended Framework Development Plan.

The certification is not required for minor amendments to site plans, framework development plans, general development plans, conditional uses, or redevelopment plans, ***unless no development has occurred on the property since the plan was originally approved.***

Certification

I, Kings Point Investments, LLC, Applicant for the following named development under the Aurora Zoning Code Vistas at King's Point MP

DA # 1606817, hereby certify that I or my agent have examined the records in the Office of the Douglas County [County] Clerk and Recorder to determine if any owners or lessees of any severed mineral estate in the property which is the subject of the proposed development can be identified, as required by Article 65.5 of Title 24, Colorado Revised Statutes (also known as H.B. 01-1088 ("the Act")). Further, based on this examination, I have determined that: [check applicable entry]

☒ No such mineral estate owners or lessees exist in the Subject Property.

☐ Mineral estate owners or lessees exist in the property to whom notice of the proposed development application will need to be sent as required by the Act.

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge.

Applicant Signature

Charles H. Sanford 3/27/23
(Kings Point Investments, LLC) Date

SG Asset Management Inc. / by Charles H. Sanford, President

Applicant Name (Print)

Note: The same person(s) signing the development/docket application form on behalf of the Applicant must also sign the foregoing certification.

Once an applicant has submitted a certification for a property, no further certification is necessary. New applicants will need to complete the certification process.

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Applicant Signature  Date 3/27/23
(Kings Point Investments, LLC)

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