



## LAND TITLE GUARANTEE COMPANY

Date: January 10, 2022

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at HARMONY FILING 15, Aurora, CO 80018.

If you have any inquiries or require further assistance, please contact THOMAS DAY at (720) 565-6203 or tday@ltgc.com

### Chain of Title Documents:

[Arapahoe county recorded 11/10/2011 under reception no. D1111232](#)

[Arapahoe county recorded 11/20/2011 under reception no. D1111231](#)

[Arapahoe county recorded 11/10/2011 under reception no. D1111224](#)

[Arapahoe county recorded 11/10/2011 under reception no. D1111223](#)

[Arapahoe county recorded 11/10/2011 under reception no. D1111222](#)

# 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:** RND70754700

**Policy No.:** PIB70754700.14215995

**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**

MELCOR/TC AURORA,  
LLC

**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**

December 20, 2021 at 5:00 P.M.

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

MELCOR/TC AURORA, LLC, A COLORADO LIMITED LIABILITY COMPANY

**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 THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 16, BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "T4S R65W C1/4 S16 2008 PLS 35593" FROM WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 16, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "T4S R65W 1/4 S16/S21 2017 PLS 24657", BEARS SOUTH 00°29'32" EAST, A DISTANCE OF 2627.72 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 00°29'32" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 222.65 FEET, TO THE POINT OF BEGINNING;

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TENCE CONTINUING ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES;

1. SOUTH 00°29'32" EAST, A DISTANCE OF 1200.00 FEET;
2. CONTINUING SOUTH 00°29'32" EAST, A DISTANCE OF 1148.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST MISSISSIPPI AVENUE, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NUMBER B8075583;

TENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°20'37" WEST, A DISTANCE OF 1000.00 FEET;
2. CONTINUING SOUTH 89°20'37" WEST, A DISTANCE OF 987.10 FEET;

TENCE NORTH 00°33'55" WEST, A DISTANCE OF 867.47 FEET;

TENCE SOUTH 89°26'05" WEST, A DISTANCE OF 494.69 FEET TO A POINT OF CURVATURE;

TENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°52'26", AN ARC LENGTH OF 39.21 FEET, THE CHORD OF WHICH BEARS SOUTH 44°29'52" WEST, 35.32 FEET TO A POINT OF CUSP, SAID POINT BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF POWHATON ROAD, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NUMBER B7066149;

TENCE NORTH 00°26'22" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 862.54 FEET;

TENCE NORTH 89°23'35" EAST, A DISTANCE OF 499.00 FEET;

TENCE NORTH 00°26'22" WEST, A DISTANCE OF 827.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF PROPOSED HARMONY SUBDIVISION FILING NO. 14;

TENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING TWELVE (12) COURSES:

1. NORTH 89°23'35" EAST, A DISTANCE OF 906.39 FEET;
2. NORTH 89°23'35" EAST, A DISTANCE OF 914.61 FEET;
3. SOUTH 78°05'44" EAST, A DISTANCE OF 16.16 FEET;
4. NORTH 89°23'35" EAST, A DISTANCE OF 68.95 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 42°24'03", AN ARC LENGTH OF 29.60 FEET, THE CHORD OF WHICH BEARS SOUTH 69°24'24" EAST, 28.93 FEET TO A POINT OF COMPOUND CURVATURE;
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.50 FEET, A CENTRAL ANGLE OF 23°31'52", AN ARC LENGTH OF 22.38 FEET, THE CHORD OF WHICH BEARS OF SOUTH 36°26'26" EAST, 22.23 FEET TO A POINT OF COMPOUND CURVATURE;

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7. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.50 FEET, A CENTRAL ANGLE OF 19°00'37", AN ARC LENGTH OF 67.85 FEET, THE CHORD OF WHICH BEARS SOUTH 15°10'12" EAST, 67.54 FEET TO A POINT OF TANGENCY;

8. SOUTH 05°49'38" EAST, A DISTANCE OF 9.98 FEET;

9. SOUTH 00°29'32" EAST, A DISTANCE OF 40.15 FEET;

10. SOUTH 15°15'19" EAST, A DISTANCE OF 15.70 FEET;

11. SOUTH 00°29'32" EAST, A DISTANCE OF 21.76 FEET;

12. NORTH 86°52'48" EAST, A DISTANCE OF 39.54 FEET, TO THE POINT OF BEGINNING,

LEGAL DESCRIPTION PREPARED BY:  
WILLIAM F. HESSELBACH, JR. PLS 25369  
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.
2. ALL RIGHTS TO ANY AND ALL MINERALS, ORES, AND METALS OF EVERY KIND AND CHARACTER AND ALL COAL, ASPHALTUM, OIL, GAS AND OTHER LIKE SUBSTANCES IN OR UNDER SAID LAND AND THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING TOGETHER WITH ENOUGH OF THE SURFACE OF SAME AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING OF SUCH MINERALS AND SUBSTANCES AS RESERVED IN PATENT RECORDED JUNE 16, 1937 IN BOOK 387 AT PAGE [417](#).
3. ALL RIGHTS TO ANY AND ALL MINERALS, ORES, AND METALS OF EVERY KIND AND CHARACTER AND ALL COAL, ASPHALTUM, OIL, GAS AND OTHER LIKE SUBSTANCES IN OR UNDER SAID LAND AND THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING TOGETHER WITH ENOUGH OF THE SURFACE OF SAME AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING OF SUCH MINERALS AND SUBSTANCES AS RESERVED IN PATENT RECORDED DECEMBER 08, 1943 IN BOOK 492 AT PAGE [346](#).

LONG-TERM AGREEMENT TO RESTRICT MINERAL DEVELOPMENT RECORDED MARCH 4, 2002 UNDER RECEPTION NO. [B2040942](#).

BARGAIN AND SALE DEED RECORDED NOVEMBER 10, 2011 UNDER RECEPTION NO. [D1111216](#).

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. [E0121703](#).

4. OIL AND GAS LEASE RECORDED MARCH 26, 2018 UNDER RECEPTION NO. [D8028648](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

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DECLARATION OF POOLED UNIT RECORDED JUNE 28, 2018 UNDER RECEPTION NO. [D8063172](#).

AFFIDAVIT OF PRODUCTION RECORDED APRIL 3, 2019 UNDER RECEPTION NO. [D9028560](#).

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

5. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PROPERTY LINE AGREEMENT RECORDED JUNE 28, 1985 IN BOOK 4476 AT PAGE [783](#) AND RE-RECORDED OCTOBER 16, 1985 IN BOOK 4573 AT PAGE [307](#).
6. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SCHOOL SITE AGREEMENT RECORDED DECEMBER 04, 1986 IN BOOK 4975 AT PAGE [394](#).
7. TERMS, CONDITIONS AND PROVISIONS OF AIR RIGHTS COVENANT RECORDED DECEMBER 12, 1986 IN BOOK 4983 AT PAGE [554](#).
8. TERMS, CONDITIONS AND PROVISIONS OF AIR RIGHTS COVENANT RECORDED DECEMBER 12, 1986 IN BOOK 4983 AT PAGE [556](#).
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ANNEXATION AGREEMENT RECORDED JANUARY 26, 1987 IN BOOK 5028 AT PAGE [546](#).
10. EFFECT OF ANNEXATION ORDINANCE RECORDED JANUARY 26, 1987 IN BOOK 5028 AT PAGE [619](#).
11. TERMS, CONDITIONS AND PROVISIONS OF SMITH FARMS GENERAL DEVELOPMENT PLAN RECORDED MARCH 02, 1987 UNDER RECEPTION NO. [2800753](#).
12. EFFECT OF REZONING ORDINANCE RECORDED SEPTEMBER 25, 2001 UNDER RECEPTION NO. [B1162907](#).
13. TERMS, CONDITIONS AND PROVISIONS OF AN UNRECORDED GRAZING LEASE DATED MARCH 29, 2002, BETWEEN SAND CREEK RANCH LLC, AS LANDLORD, AND RAY V. WOOTERS, AS TENANT.
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SAND CREEK RANCH-FRAMEWORK DEVELOPMENT PLAN RECORDED SEPTEMBER 15, 2003 UNDER RECEPTION NO. [B3204944](#).
15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SAND CREEK RANCH METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 23, 2004, UNDER RECEPTION NO. [B4031997](#).

ORDER GRANTING NAME CHANGE RECORDED MAY 31, 2013 UNDER RECEPTION NO. [D3067721](#).

16. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SAND CREEK RANCH METROPOLITAN DISTRICT 3, OR METROPOLITAN DISTRICT 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 17, 2004, UNDER RECEPTION NO. [B4216664](#).

ORDER GRANTING NAME CHANGE RECORDED MAY 31, 2013 UNDER RECEPTION NO. [D3067722](#).

ORDER GRANTING NAME CHANGE RECORDED MAY 31, 2013 UNDER RECEPTION NO. [D3067723](#).

NOTE: BOTH DISTRICTS ARE INCLUDED IN THE ABOVE EXCEPTION, AS THE DOCUMENT IS ENTITLED "DISTRICT NO. 3", BUT APPEARS TO CREATE "DISTRICT 2", AS IT SHOWS THE LEGAL DESCRIPTION FOR "DISTRICT 1" AS BEING THE THE LEGAL DESCRIPTION FOR DISTRICTS 1 AND 3.

SPECIAL DISTRICT PUBLIC DISCLOSURE RECORDED DECEMBER 20, 2013 UNDER RECEPTION NO.

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17. [D3150644](#). TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SAND CREEK RANCH CONTEXTUAL SITE PLAN 1 RECORDED DECEMBER 01, 2009 UNDER RECEPTION NO. [B9129804](#) AND CONTEXTUAL SITE PLAN 2 RECORDED NOVEMBER 23, 2009 UNDER RECEPTION NO. [B9127352](#) AND CONTEXTUAL SITE PLAN 3 RECORDED DECEMBER 1, 2009 UNDER RECEPTION NO. [B9129809](#) AND CONTEXTUAL SITE PLAN 4 RECORDED DECEMBER 1, 2009 UNDER RECEPTION NO. [B9129810](#) AND SANDY CREEK FDP RECORDED DECEMBER 16, 2013 UNDER RECEPTION NO. [D3148699](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED JANUARY 06, 2010 UNDER RECEPTION NO. [D0001406](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NOTICE OF COVENANTS AND AGREEMENTS UNDER MINERAL RIGHTS TRANSFER AGREEMENT RECORDED NOVEMBER 10, 2011 UNDER RECEPTION NO. [D1111221](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SURFACE USE AGREEMENT RECORDED SEPTEMBER 22, 2016 UNDER RECEPTION NO. [D6107125](#).
21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE HARMONY FRAMEWORK DEVELOPMENT PLAN RECORDED NOVEMBER 21, 2016 UNDER RECEPTION NO. [D6133393](#) AND RECORDED JULY 18, 2017 UNDER RECEPTION NO. [D7080727](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED NOVEMBER 17, 2017 UNDER RECEPTION NO. [D7130767](#).  
  
ADDENDUM TO MASTER LICENSE AGREEMENT RECORDED FEBRUARY 19, 2019 UNDER RECEPTION NO. [D9014083](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN FIRE LANE EASEMENT RECORDED DECEMBER 29, 2017 UNDER RECEPTION NO. [D7146208](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STORMWATER MAINTENANCE AGREEMENT RECORDED OCTOBER 29, 2018 UNDER RECEPTION NO. [D8106436](#).
25. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARMONY RECORDED DECEMBER 27, 2018, UNDER RECEPTION NO. [D8125685](#), AND ANY AND ALL SUPPLEMENTAL DECLARATIONS
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF CONNECTION, DEDICATION AND TRANSPORTATION AGREEMENT RECORDED JANUARY 23, 2019 UNDER RECEPTION NO. [D9006387](#).
27. DEED OF TRUST DATED JANUARY 11, 2018 FROM MELCOR/TC AURORA, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY FOR THE USE OF BCMP MORTGAGE INVESTMENT CORPORATION TO SECURE THE SUM OF \$112,000,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED JANUARY 11, 2018, UNDER RECEPTION NO. [D8004249](#).

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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.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

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 \$125 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.