

TWO PARCELS OF LAND LOCATED IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

**JOB NO. 19319-28**



TWO PARCELS OF LAND LOCATED IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

30. EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF GREEN VALLEY FRAMEWORK DEVELOPMENT PLAN, RECORDED FEBRUARY 23, 2009 AT RECEPTION NO. 2009000012526. (AS TO PARCEL B).  
**AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

NOTE: FIRST AMENDMENT TO DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION, FIXTURE FILING AND FINANCING STATEMENT IN CONNECTION THEREWITH RECORDED FEBRUARY 19, 2020 AT RECEPTION NO. 2020000015707.  
**AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

57. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE CONTRACT MEMORANDUM RECORDED JULY 29, 2020 AT RECEPTION NO. 2020000072355.  
**DOES NOT AFFECT THE SUBJECT PROPERTY.**

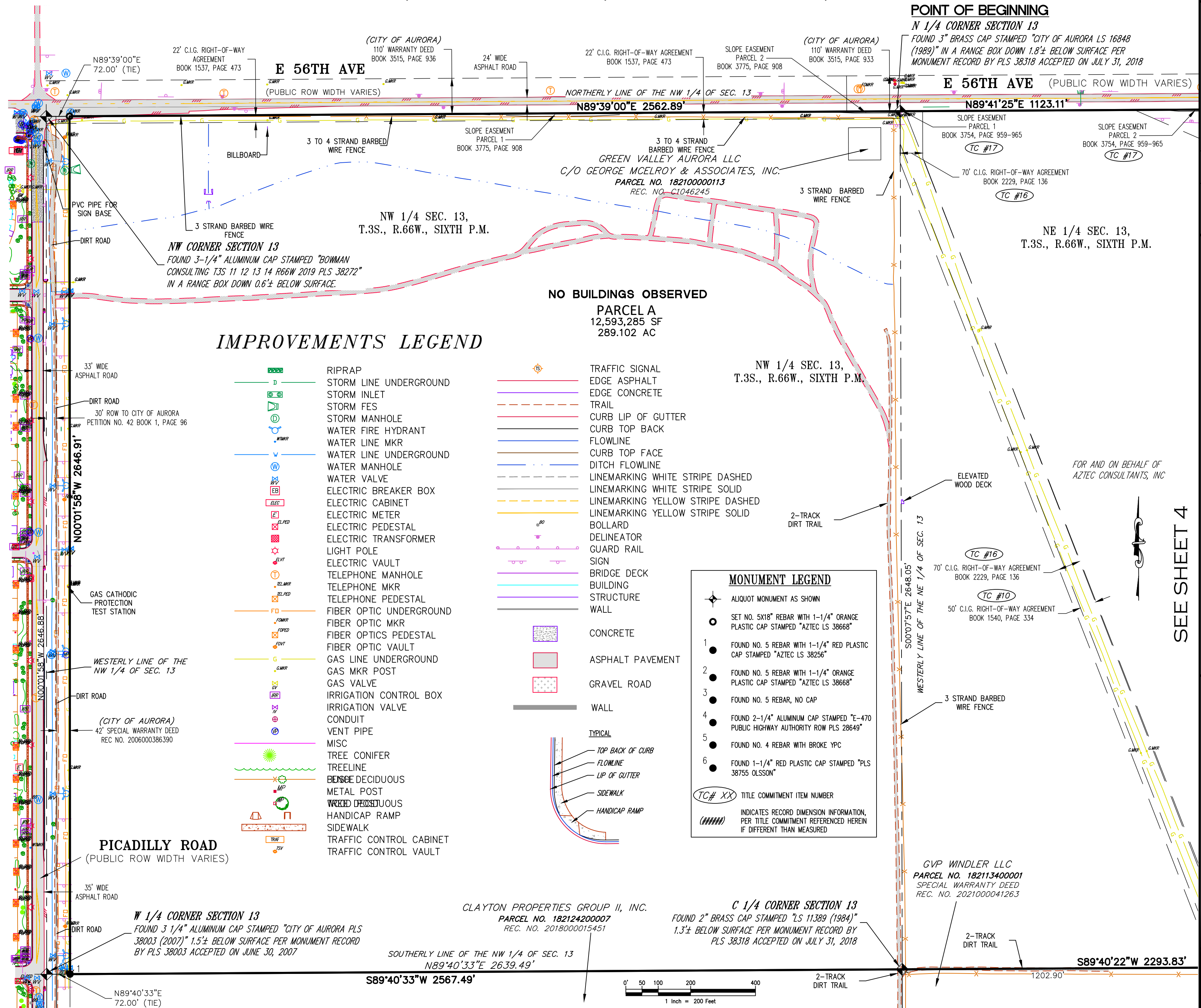
<b>ALTA/NSPS LAND TITLE SURVEY</b> <b>AURORA 310 ALTA</b> <b>ADAMS COUNTY, COLORADO</b>	
<b>PREPARED FOR</b> <b>OAKWOOD HOMES</b> <b>4908 TOWER ROAD DENVER, CO 80249</b>	
<b>SHEET TWO</b>	
<b>OF 5 SHEETS</b>	
<b>JOB NO. 19319-28</b>	

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.



# ALTA/NSPS LAND TITLE SURVEY

TWO PARCELS OF LAND LOCATED IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



**AZTEC**  
CONSULTANTS, INC.  
300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

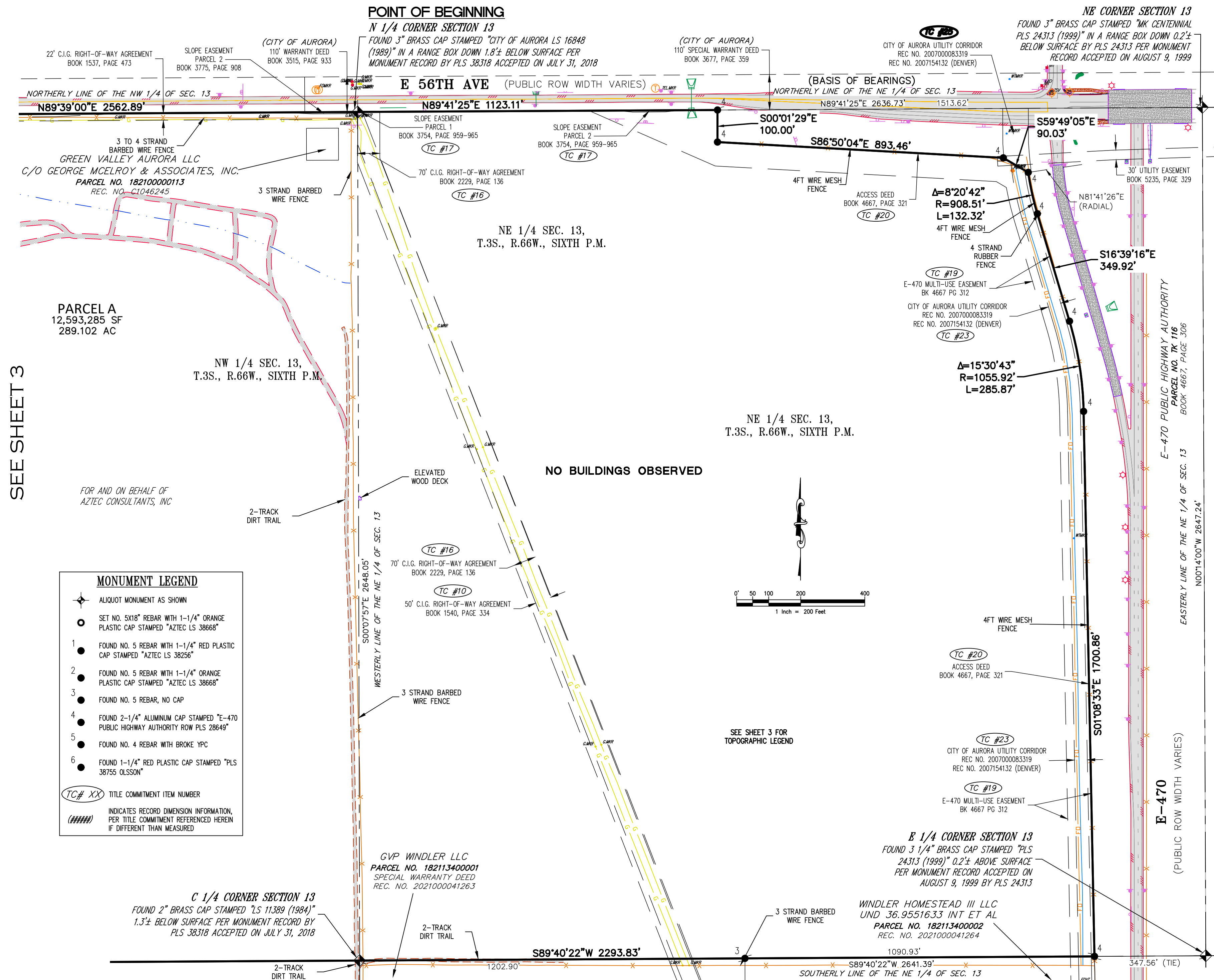
ALTA/NSPS LAND TITLE SURVEY  
AURORA 310 ALTA  
ADAMS COUNTY, COLORADO  
PREPARED FOR  
OAKWOOD HOMES  
4908 TOWER ROAD DENVER, CO 80249

SHEET  
**THREE**  
OF 5 SHEETS  
JOB NO. 19319-28

SCALE  
1" = 200'  
DATE  
12/15/2021



TWO PARCELS OF LAND LOCATED IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF  
THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



SEE SHEET 3

<p><b>ALTA/NSPS LAND TITLE SURVEY</b>  <b>AURORA 310 ALTA</b>  <b>ADAMS COUNTY, COLORADO</b></p>		<p><b>PREPARED FOR</b>  <b>OAKWOOD HOMES</b>  <b>4908 TOWER ROAD DENVER, CO 80249</b></p>	
<p><b>SHEET</b>  <b>FOUR</b></p>		<p><b>OF 5 SHEETS</b></p>	
<p><b>ALTA/NSPS LAND TITLE SURVEY</b>  <b>AURORA 310 ALTA</b>  <b>ADAMS COUNTY, COLORADO</b></p>			
<p><b>PREPARED FOR</b>  <b>OAKWOOD HOMES</b>  <b>4908 TOWER ROAD DENVER, CO 80249</b></p>			
<p><b>300 East Mineral Ave., Suite 1</b>  <b>Littleton, Colorado 80122</b>  <b>Phone: (303) 713-1898</b>  <b>Fax: (303) 713-1897</b>  <b>www.aztecconsultants.com</b></p>			
<p><b>AZTEC</b>  <b>CONSULTANTS, INC.</b></p>			
<p><b>SCALE</b>  <b>1" = 200'</b></p>			
<p><b>CAD</b> <b>DWG</b> <b>DED</b></p>			
<p><b>DATE</b> <b>12/15/2021</b></p>			
<p><b>DATE</b> <b>BY</b> <b>COMMENT</b></p>			



TWO PARCELS OF LAND LOCATED IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF  
THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

FOUND 2" BRASS CAP STAMPED "LS 11389 (1984)"  
1.3'± BELOW SURFACE PER MONUMENT RECORD BY  
PLS 38318 ACCEPTED ON JULY 31, 2018

ALUQUOT MONUMENT AS SHOWN

1 SET NO. 5X18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38668"

2 FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "AZTEC LS 38256"

3 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38668"

4 FOUND NO. 5 REBAR, NO CAP

5 FOUND 2-1/4" ALUMINUM CAP STAMPED "E-470 PUBLIC HIGHWAY AUTHORITY ROW PLS 28649"

6 FOUND NO. 4 REBAR WITH BROKE YPC

7 FOUND 1-1/4" RED PLASTIC CAP STAMPED "PLS 38755 OLSSON"

(#####) INDICATES RECORD DIMENSION INFORMATION,  
PER TITLE COMMITMENT REFERENCED HEREIN  
IF DIFFERENT THAN MEASURED

SE 1/4 SEC. 13,  
T.3S., R.66W., SIXTH P.M.

SEE SHEET 3 FOR  
TOPOGRAPHIC LEGEND

(BASIS OF BEARINGS)  
WESTERLY LINE OF THE SE 1/4 OF SEC. 13  
N00°06'54"W 2650.39'

CLAYTON PROPERTIES GROUP II, INC.  
PARCEL NO. 182124200007  
REC. NO. 2018000015451

N PROPERTIES GROUP  
 PARCEL NO. 182124200007  
 REC. NO. 2018000015451

→

→

N31°49'23"E  
47.26' (TIE)

SW CORNER LOT

0.00' TC #12 40' DEDICATED RIGHT-OF-WAY

*S 1/4 CORNER SECTION 13*  
*FOUND 2.5" ALUMINUM CAP STAMPED "PLS 28285 (2015)" 0.2± ABOVE SURFACE*  
*PER MONUMENT RECORD BY PLS 28285 ACCEPTED ON OCTOBER 31, 2018*

LOT 1, BLOCK 1  
WINDLER SUBDIVISION  
REC NO. 984962

(1297.66')  
**1298.24'**

TC #12  
10' UTILITY ESMT.  
REC NO. 984962

— ABANDONED UTILITY RACK

TC #12  
5' UTILITY ESM  
REC. NO. 98496

TC #15  
70' C.I.G. RIGHT-OF-WAY AGREEMENT  
BOOK 2221, PAGE 600

50' C.I.G. RIGHT-OF-WAY AGREEMENT  
BOOK 1541, PAGE 314

*UNPLATTED*

WINDLER HOMESTEAD III LLC  
PARCEL NO. 182113400002  
REC NO. 2021000041264

**EXCEPTION PARCEL** **S85°53'42"W**  
**E-470 PUBLIC** **62.15'**  
**HIGHWAY AUTHORITY**  
 PARCEL NO. TK-114A  
 SPECIAL WARRANTY DEED  
 REC NO. C0199489  
 BK 4807 PG 451

E-470 MULTI-USE EASEMENT  
BK 4807 PG 455  
TC #21

E-470 MULTI-USE EASEMENT  
BK 5849 PG 596

E-470 PUBLIC  
HIGHWAY AUTHORITY  
PARCEL NO. TK-114  
BOOK 5849, PAGE 596

PARCEL NO. TK-112  
BOOK 5849, PAGE 596

*SE CORNER SECTION 13*  
*FOUND 3 1/4" ALUMINUM CAP*  
*STAMPED "PLS 24313 (1999)"*  
*1.5'± BELOW SURFACE PER*  
*MONUMENT RECORD ACCEPTED ON*  
*AUGUST 9, 1999 BY PLS 24313*

SOUTHERLY LINE OF THE  
SE 1/4 OF SEC. 13

**300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
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[www.aztecconsultants.com](http://www.aztecconsultants.com)**



**AZTEC**  
CONSULTANTS, INC.

**AURORA 310 ALTA**  
**ADAMS COUNTY, COLORADO**  
**PREPARED FOR**  
**OAKWOOD HOMES**  
**4908 TOWER ROAD DENVER, CO 80249**

**SHEET  
FIVE**

**OF 5 SHEETS**

**JOB NO. 19319-28**

**SCALE**  
**= 100'**

W	DWG DE
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/15/202





**First American Title Insurance Company - NCS**  
**1380 17th Street**  
**Denver, Colorado 80202**  
Phone: (303)876-1112 Fax: (877)235-9185

**DATE:** December 03, 2021  
**FILE NUMBER:** NCS-816343-1-CO  
**PROPERTY ADDRESS:** Adams County, CO, CO  
**OWNER/BUYER:** /  
**YOUR REFERENCE NUMBER:**  
**ASSESSOR PARCEL NUMBER:**

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:**

**Transmittal:**

**Revision No.: 1 - update**

**Schedule A:**

**Schedule B - Section 1 Requirements:**

**Schedule B - Section 2 Exceptions:**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

**TO: First American Title Insurance  
Company National Commercial  
Services  
1380 17th Street  
Denver, Colorado 80202**

**TITLE OFFICER: Karen Biggs**

**PHONE: (303)876-1112**  
**FAX: (877)235-9185**  
**E-MAIL: kbiggs@firstam.com**  
**DELIVERY: E-MAIL**

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**To: Aztec Consultants Inc  
300 E. Mineral Ave., Suite 1  
Littleton, CO 80122**

**ATTN: Brady Moorhead**  
**PHONE: (303)713-1898**  
**MOBILE:**  
**FAX:**  
**E-MAIL: bmoorhead@aztecconsultants.com**  
**DELIVERY: E-MAIL**

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**To: First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, CO 80202**

**ATTN: Beverly M. Carlson**  
**PHONE: (303)876-1138**  
**MOBILE: (720)775-8892**  
**FAX: (877)235-9185**  
**E-MAIL: bevcarlson@firstam.com**  
**DELIVERY: E-MAIL**

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**ALTA Commitment Form****COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore, President



Greg L. Smith, Secretary



**COMMITMENT FOR TITLE INSURANCE FORM  
SCHEDULE A**

1. Effective Date: November 17, 2021 at 5:00 p.m.

a. ALTA Owner's Policy (06-17-06) \$0.00

Proposed Insured:  
None

b. ALTA Loan Policy (06-17-06) \$0.00

Proposed Insured:  
None

2. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

3. Title to the estate or interest in the Land [is at the Effective Date vested in:](#)

Green Valley Aurora LLC, a Colorado limited liability company, who acquired title as C & H Ranch Company LLC, a Colorado limited liability company, as to Parcel A

Clayton Properties Group II, Inc., a Colorado corporation, as to Parcel B

4. The Land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

For informational purposes only: Adams County, CO,  
, Colorado



**EXHIBIT A**

Commitment No.: NCS-816343-1-CO

The land referred to in Schedule A is situated in the County of Adams, State of Colorado and is described as follows:

Parcel A:

A parcel of land being all that certain parcel described as Parcel B within Special Warranty Deed recorded December 10, 2004 at Reception No. [2004001258230](#), that certain parcel of land described in Quit Claim Deed recorded June 28, 1985 at [Book 3019, Page 266](#) in the official records of the clerk and recorder of Adams County, State of Colorado, and a portion of the Northwest Quarter of Section 13, all situated in the north half of Section 13, Township 3 South, Range 66 West of the Sixth Principal Meridian, in said county and state, more particularly described as follows:

Beginning at the North Quarter Corner of said Section 13;

Thence along the northerly line of said Northeast Quarter North 89°41'25" East, a distance of 1123.11 feet to the Northwest Corner of Parcel TK-116 of the E-470 Public Highway Authority described in [Book 4667, Page 306](#) in the Adams County Office of the Clerk and recorder;

Thence along the westerly boundary of said Parcel TK-116 the following seven courses:

1. Departing said northerly line of the Northeast Quarter, South 00°01'29" East, a distance of 100.00 feet;
2. South 86°50'04" East, a distance of 893.46 feet;
3. South 59°49'05" East, a distance of 90.03 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 908.51 feet, the radius point of said curve bears North 81°41'26" East;
4. Southerly along said curve through a central angle of 08°20'42", an arc length of 132.32 feet;
5. Tangent to said curve, South 16°39'16" east, a distance of 349.92 feet to the beginning of a tangent curve concave westerly having a radius of 1,055.92 feet;
6. Southerly along said curve through a central angle of 15°30'43", an arc length of 285.87 feet;
7. Tangent to said curve South 01°08'33" East, a distance of 1,700.86 feet to the southerly line of said northeast quarter of section 13;

Thence departing said westerly boundary of Parcel TK-116 and along said southerly line South 89°40'22" West, a distance of 2,293.83 feet to the Center Quarter Corner of said Section 13;

Thence along the southerly line of said Northwest Quarter of Section 13, South 89°40'33" West, a distance of 2,567.49 feet to the easterly right-of-way of Picadilly Road as described in Special Warranty Deed recorded April 17, 2006 at Reception No. [20060417000386390](#) in said official records;

Thence departing said southerly line along said easterly right-of-way, North 00°01'58" West, a distance of 2,646.91 feet to the northerly line of said Northwest Quarter of Section 13;

Thence departing said easterly right-of-way along said northerly line, North 89°39'00" East, a distance of 2,562.89 feet to the Point of Beginning.

Parcel B:

Lot 1, Block 1, Windler Subdivision recorded December 27, 1972 at Reception No. [984953](#) in the official



records of Adams County, Colorado situated in Southeast Quarter of Section 13, Township 3 South, Range 66 West of the Sixth Principal Meridian. More particularly described as follows:

Commencing at the South Quarter corner of said Section 13, whence the Center Quarter Corner of said Section 13 bears North 00°06'54" West a distance of 2650.39 feet, with all bearings referenced herein;

Thence North 31°49'36" East a distance of 47.26 feet to the Southwest Corner of said Lot 1 and the Point of Beginning;

Thence along the westerly, northerly, and easterly boundaries of said Lot 1 the following 3 courses:

1) North 00°06'54" West, a distance of 622.05 feet;

2) North 89°38'44" East a distance of 1297.66 feet;

3) South 00°10'18" East a distance of 587.98 feet to the Northeast Corner of Special Warranty Deed recorded on August 1, 1996 in [Book 4807, Page 451](#), in said records;

Thence along the northerly and westerly boundaries of said Special Warranty Deed the following two courses:

1) South 85°53'42" West a distance of 62.15 feet;

2) South 00°21'03" East a distance of 30.00 feet to the northerly right-of-way of east 48th Ave as shown on said plat;

Thence along said northerly right-of-way, South 89°38'44" West a distance of 1236.36 feet to the point of beginning.

Excepting therefrom:

That certain parcel of land described in Special Warranty Deed recorded August 1, 1996 at Reception No. [C0199489](#) in said official records.

For informational purposes only: APN(s): 0182100000032, 0182100000033, & 0182100004001



**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION ONE****REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.

**LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT**

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.



**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the 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 in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Reservation of all mineral lands as set forth in United States Patent recorded May 10, 1883 at [Document No. 20](#).
7. Reservation of all mineral lands as set forth in United States Patent recorded March 7, 1892 at [Document No. 35](#).
8. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Decree of Private Road Access recorded September 6, 1904 [Book 15 at Pages 208](#), 209, 210 and 211.
9. Reservation of all mineral and gas or oil underlying said land, together with the right of way for ingress and egress as set forth in Warranty Deed recorded January 30, 1942 in [Book 276 at Page 263](#), and any and all assignments thereof or interests therein).
10. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded August 26, 1969 in [Book 1540 at Page 334](#).
11. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Sable-Altura Fire Protection District, as evidenced by instrument recorded October 3, 1972 at Reception No. [975694](#).
12. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Windler Subdivision, recorded December 27, 1972 at Reception No. [984962](#). (As to Parcel B).



13. An easement for use across the West 30 feet and incidental purposes as reserved in Warranty Deed recorded January 11, 1973 in [Book 1839 at Page 880](#). (As to Parcel B).
14. Reservation of 1/2 interest in all oil, gas and other minerals as set forth in Warranty Deed recorded January 11, 1973 in [Book 1839 at Page 880](#), and any and all assignments thereof or interests therein. (As to Parcel B).

NOTE: Personal Representative's Deed in connection therewith recorded August 2, 2011 at Reception No.'s [2011000049347](#), [2011000049348](#), [2011000049364](#) and [2011000049365](#).

15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded March 16, 1978 in [Book 2221 at Page 600](#) (As to Parcel B).
16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded April 12, 1978 in [Book 2229 at Page 136](#). (As to Parcel A).
17. An easement for slope easements and incidental purposes granted to The City of Aurora, Colorado, as set forth in an instrument recorded March 4, 1991 in [Book 3754 at Pages 959, 962 and 965](#). (As to Parcel A).
18. Terms, conditions, provisions, obligations and agreements as set forth in the Amendment to Certificate of Organization for the E-470 Public Highway Authority recorded December 19, 1995 in [Book 4646 at Page 979](#). (As to Parcel A).
19. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Multi-Use Easement Agreement recorded January 22, 1996 in [Book 4667 at Page 312](#). (As to Parcel A).
20. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Access Deed recorded January 22, 1996 in [Book 4667 at Page 321](#). (As to Parcel B).
21. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Multi-Use Easement recorded September 1, 1996 in [Book 4807 at Pages 455-460](#). (As to Parcel B).
22. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Temporary Construction Easement recorded June 1, 2007 at Reception No. [2007000053216](#). (As to Parcel A).
23. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Common Use Agreement recorded August 30, 2007 at Reception No. [2007000083319](#). (As to Parcel A).
24. Ordinance 2008-53, for Annexation to the City of Aurora, recorded December 31, 2008 at Reception No. [2008000100962](#). (As to Parcel A).
25. Easements, notes, covenants, restrictions and rights-of-way as shown on the Annexation Plat, recorded December 31, 2008 at Reception No. [2008000100963](#). (As to Parcel A).
26. Ordinance 2008-55, for Annexation to the City of Aurora, recorded December 31, 2008 at Reception No. [2008000100964](#). (As to Parcel B).
27. Easements, notes, covenants, restrictions and rights-of-way as shown on the Annexation Plat, recorded December 31, 2008 at Reception No. [2008000100965](#). (As to Parcel B).



NOTE: Affidavit of Correction in connection therewith recorded March 16, 2009 at Reception No. [2009000018360](#) and Affidavit of Correction recorded March 16, 2009 at Reception No. [2009000018360](#).

28. Ordinance 2008-54, for zoning, recorded January 5, 2009 at Reception No. [2009000000650](#). (As to Parcel A).
29. Ordinance 2008-56, for zoning , recorded January 5, 2009 at Reception No. [2009000000651](#). (As to Parcel A).
30. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Green Valley Framework Development Plan, recorded February 23, 2009 at Reception No. [2009000012526](#). (As to Parcel B).
31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Annexation Agreement recorded March 6, 2009 at Reception No. [2009000016223](#).
32. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Green Valley Development Agreement recorded March 6, 2009 at Reception No. [2009000016224](#)

NOTE: Assignment and Assumption of Development Agreement in connection therewith recorded December 16, 2019 at Reception No. [2019000109731](#)..

33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Basin-Wide Drainage Construction and Cost Reimbursement Agreement recorded March 16, 2009 at Reception No. [2009000018359](#). (As to Parcel B).
34. Covenants, conditions, restrictions and provisions as set forth in Declaration of Covenants, Conditions and Restrictions recorded May 19, 2011 at Reception No. [2011000032159](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

NOTE: Notice of Transfer Fee in connection therewith recorded September 23, 2011 at Reception No. [2011000061484](#).

NOTE: Partial Assignment of Declarant Rights in connection therewith recorded February 23, 2018 at Reception No. [2018000015450](#).

NOTE: Partial Assignment of Declarant Rights in connection therewith recorded July 29, [2020000072352](#).

35. Oil and Gas Lease recorded September 6, 2011 at Reception No. [2011000057369](#) and re-recorded February 15, 2012 at Reception No. [2012000010949](#). (As to Parcel B).
36. Oil and Gas Lease recorded October 6, 2011 at Reception No. [2011000065340](#) and re-recorded February 15, 2012 at Reception No. [2012000010866](#). (As to Parcel A), and any and all assignments thereof or interests therein.
37. Oil and Gas Lease recorded October 13, 2011 at Reception No. [2011000066898](#) and re-recorded February 15, 2012 at Reception No. [2012000010876](#). (As to Parcel A), and any and all assignments thereof or interests therein.
38. Oil and Gas Lease recorded October 19, 2011 at Reception No. [2011000068366](#) and re-recorded February 15, 2012 at Reception No. [2012000011358](#). (As to Parcel A), and any and all assignments thereof or interests therein.



39. Oil and Gas Lease recorded November 14, 2011 at Reception No. [2011000074689](#) and re-recorded February 16, 2012 at Reception No. [2012000011473](#), and any and all assignments thereof or interests therein..
40. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Memorandum of Surface Use and Damage Agreement recorded November 14, 2011 at Reception No. [2011000074695](#) and Amendment thereto recorded December 10, 2015 at Reception No. [2015000103088](#).
41. Oil and Gas Lease recorded December 23, 2011 at Reception No. [2011000085241](#) and re-recorded February 16, 2012 at Reception [2012000011832](#). (As to Parcel A), and any and all assignments thereof or interests therein.
42. Oil and Gas Lease recorded December 23, 2011 at Reception No. [2011000085242](#) and re-recorded February 16, 2012 at Reception [2012000011844](#). (As to Parcel A), and any and all assignments thereof or interests therein.
43. Oil and Gas Lease recorded December 23, 2011 at Reception No. [2011000085243](#) and re-recorded February 16, 2012 at Reception [2012000011858](#). (As to Parcel A), and any and all assignments thereof or interests therein.
44. Oil and Gas Lease recorded December 23, 2011 at Reception No. [2011000085244](#) and re-recorded February 16, 2012 at Reception [2012000011860](#). (As to Parcel A).
45. Oil and Gas Lease recorded December 23, 2011 at Reception No. [2011000085245](#) and re-recorded February 16, 2012 at Reception [2012000011861](#). (As to Parcel A).
46. Any tax, lien, fee or assessment by reason of inclusion of subject property in the First Creek Ranch Metropolitan District, as evidenced by instruments recorded September 9, 2002 at Reception No. [C1020676](#) and April 8, 2014 at Reception No. [2014000021087](#).
47. Deed of Trust from C & H Ranch Company LLC, a Colorado limited liability company to the Public Trustee of Adams County for the use of Rose Louise Hoyt, Don R Hoyt, Edward C. Hoyt, Martha L. Hoyt and James Thieman to secure an indebtedness in the principal sum of \$1,780,000.00, and any other amounts and/or obligations secured thereby, dated July 12, 1999 and recorded July 14, 1999 at Reception No. [C0567345](#). (Parcel A).

NOTE: Assignment of Deed of Trust in connection therewith recorded January 2, 2001 at Reception No. [C0746624](#).

48. Oil and Gas Leases recorded October 31, 2016 at Reception Nos. [2016000093277](#) & [2016000093278](#) , and any and all assignments thereof or interests therein. (Parcel B).
49. Oil and Gas Lease recorded March 22, 2017 at Reception No. [2017000025096](#), and any and all assignments thereof or interests therein. (Parcel A).

NOTE: Affidavit of Extension of Oil and Gas Leases in connection therewith recorded February 21, 2020 at Reception No. [2020000016374](#) .

50. Water rights, claims or title to water, whether or not shown by the public records.
51. Existing leases and tenancies.



52. Reservation of oil, gas and other minerals as reserved in Special Warranty Deed recorded July 29, 2020 at Reception No. [2020000072351](#), and any and all assignments thereof or interests therein.
53. Mineral rights as conveyed by Mineral & Royalty Deed recorded October 26, 2017 at Reception No. [2017000094080](#) and Mineral Deed recorded November 16, 2017 at Reception No. [2017000101576](#), and any and all assignments thereof or interests therein. (Affects Parcel A only).

NOTE: Deed of Trust, Mortgage, Security Agreement, Assignment of Production, Fixture Filing and Financing Statement in connection therewith recorded October 28, 2019 at Reception No. [2019000092791](#).

NOTE: First Amendment to Deed of Trust, Mortgage, Security Agreement, Assignment of Production, Fixture Filing and Financing Statement in connection therewith recorded February 19, 2020 at Reception No. [2020000015707](#).

54. Oil and Gas Lease recorded May 18, 2018 at Reception No. [2018000040121](#), and any and all assignments thereof or interests therein. (Affects Parcel A only).
55. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Notice of Repayment Fee Lien recorded July 29, 2020 at Reception No. [2020000072353](#).
56. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Memorandum of Agreement recorded July 29, 2020 at Reception No. [2020000072354](#).
57. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Contract Memorandum recorded July 29, 2020 at Reception No. [2020000072355](#).



**EXHIBIT B**  
**Statement of Charges**

Info Commitment	\$
	\$



**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.





*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



**DISCLOSURE STATEMENT**

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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.

**NOTE: Pursuant to CRS 10-11-123, notice is hereby given:**

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.**

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:**

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**



- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

**No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.**

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

**NOTE: 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.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.





55 Madison Street, Suite 400  
Denver, CO 80206

**Date:** February 22, 2018  
**File Number:** 18000310124 - Amendment No. 3  
**Property:** Green Valley Ranch East, Aurora, CO

Please direct all Closing inquiries to:

Suzanne Killmer  
Phone: (303) 780-4042  
Email Address: Suzanne.Killmer@stewart.com

Please direct all Title inquiries to:

Douglas Oelfke  
Phone: (303) 780-4031  
Email Address: douglas.oelfke@stewart.com

**DISTRIBUTION LIST:**

<p><b>SELLER:</b> Green Valley Aurora LLC, a Colorado limited liability company Delivery Method: Emailed Contact: Bob Evans: BobEvans@AmericanWestHomes.com Additional Contact: Teresa O'Malley: TMalley@AmericanWestHomes.com</p> <p><b>BUYER:</b> Clayton Properties Group II, Inc., a Colorado corporation</p> <p>Contact: Brad Lenz: BLenz@OakwoodHomesCO.com Additional Contact: Brandon Wyszynski: BWyszynski@OakwoodHomesCo.com Additional Contact: David Bracht: DBracht@OakwoodHomesCo.com Additional Contact: Benjamin Maresca: bmaresca@spencerfane.com</p>	
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**ATTACHED PLEASE FIND THE FOLLOWING:**

Revised and updated Title Commitment  
New Effective Date  
Intentional Deleted Schedule B-II Item 12

*We Appreciate Your Business and Look Forward to Serving You in the Future.*





## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

  
Authorized Countersignature



  
Matt Morris  
President and CEO

Stewart Title Guaranty Company  
Commercial Services (Denver)  
55 Madison Street, Suite 400  
Denver, CO 80206  
(303) 331-0333  
Agent ID: 06J050

  
Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

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 P.O. Box 2029, Houston, Texas 77252.



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No.: 18000310124- Amendment No. 3

**1. Effective Date:** February 16, 2018, at 5:30 P.M.

<b>2. Policy or Policies to be issued:</b>	<b>Amount of Insurance</b>
(a) ALTA Owner's Policy                      2006 (Extended)	\$20,585,215.00
Proposed Insured:	
Clayton Properties Group II, Inc., a Colorado corporation	
(b) ALTA Loan Policy                          2006 (Extended)	\$16,468,172.00
Proposed Insured:	
Green Valley Aurora LLC, a Colorado limited liability company	

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

**4. Title to the referenced estate or interest in said land is at the effective date hereof vested in:**

Green Valley Aurora LLC, a Colorado limited liability company

**5. The land referred to in this Commitment is described as follows:**

See Attached Legal Description

Purported Address:  
Green Valley Ranch East  
Aurora, CO

**STATEMENT OF CHARGES**

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

Basic Rate	
2006 ALTA Owner's Policy:	\$28726.00
Owner's Extended Coverage:	65.00
ALTA 9.1-06	2000.00
ALTA 18.1-06	170.00
ALTA 25-06	1000.00
ALTA 39-06:	N/C
2006 ALTA Loan Policy:	175.00
Lender's Extended Coverage:	N/C
ALTA 39-06:	N/C
Tax Certificate:	300.00
(Sch. # <a href="#">R0164606</a> , <a href="#">R0164607</a> , <a href="#">R0160215</a> , <a href="#">R0170479</a> , <a href="#">R0170480</a> , <a href="#">R0083871</a> , <a href="#">R0164608</a> , <a href="#">R0160214</a> , <a href="#">R0164605</a> , <a href="#">R0164604</a> )	





**SCHEDULE A**  
**LEGAL DESCRIPTION**

**PARCEL I:**

A PARCEL OF LAND BEING ALL THAT CERTAIN PARCEL "A" AND PARCEL "B" DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JULY 21, 2005 AT RECEPTION NO. 2005000773560, ALL THAT CERTAIN PARCEL "A" AND PARCEL "B" DESCRIBED IN BARGAIN AND SALE DEED RECORDED FEBRUARY 10, 2006 AT RECEPTION NO. 2006000147090, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 20, 2008 AT RECEPTION NO. 200800067149, A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 20, 2008 AT RECEPTION NO. 2008000067150, ALL OF THAT CERTAIN PARCEL DESCRIBED IN EXHIBIT "A" OF SPECIAL WARRANTY DEED RECORDED ON JANUARY 13, 2005 AT RECEPTION NO. 2005000047600, ALL THAT CERTAIN PARCEL DESCRIBED IN QUIT CLAIM DEED RECORDED OCTOBER 31, 2002 AT RECEPTION NO. C1046244, AND ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 8, 2005 AT RECEPTION NO. 2005000977530, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 13, THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, SOUTH 00°06'54" EAST, A DISTANCE OF 2,650.40 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°16'32" EAST, A DISTANCE OF 2,650.24 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, NORTH 89°35'38" EAST, A DISTANCE OF 2,191.67 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS EXHIBIT "B" OF RULE AND ORDER RECORDED JULY 19, 1999 AT RECEPTION NO. C0568698, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID EXHIBIT "B" THE FOLLOWING FOUR COURSES:

1. SOUTH 00°01'29" WEST, A DISTANCE OF 121.47 FEET;
2. SOUTH 03°48'51" WEST, A DISTANCE OF 1,713.17 FEET;
3. SOUTH 00°01'28" WEST, A DISTANCE OF 379.67 FEET;
4. SOUTH 03°49'39" EAST, A DISTANCE OF 439.26 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 28, 1997 AT RECEPTION NO. C0347111, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE AND THE LAST DESCRIBED NORTHERLY BOUNDARY, SOUTH 89°32'35" WEST, A DISTANCE OF 2,094.88 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 24;





THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SOUTH 89°33'43" WEST, A DISTANCE OF 2,569.79 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 2006000386390;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING THREE COURSES:

1. NORTH 00°16'48" WEST, A DISTANCE OF 2,651.81 FEET;
2. NORTH 00°17'05" WEST, A DISTANCE OF 2,650.39 FEET;
3. NORTH 00°02'06" WEST, A DISTANCE OF 2,653.57 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°40'33" EAST, A DISTANCE OF 2,567.49 FEET TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THAT CERTAIN PARCEL OF LAND DESCRIBED AS "EXHIBIT B" IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 2006000386390.

**EXCEPTING THEREFROM** ALL OF WARRANTY DEED RECORDED MAY 1, 2006 AT RECEPTION NO. 2006000437490.

COUNTY OF ADAMS,  
STATE OF COLORADO

**NOTE: The following Disclosure is made pursuant to C.R.S. 38-35-106.5, said description created:**  
**Survey prepared by: Daniel E. Davis, for and on behalf of Aztec Consultants, Inc.,**  
**Under Job No.: 23417-06, dated: January 17, 2018.**

PARCEL II:

A PARCEL OF LAND BEING A PART OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24;  
THENCE SOUTH 89°32'28" WEST, 473.40 FEET, ALONG THE SOUTHERLY LINE OF SAID SECTION 24 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89°32'28" WEST, 75.13 FEET;

THENCE NORTH 03°48'52" WEST, 439.02 FEET;

THENCE NORTH 00°00'00" WEST, 379.65 FEET;

THENCE NORTH 03°48'57" EAST, 1713.00 FEET;

THENCE NORTH 00°00'00" WEST, 121.92 FEET, TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 24;





THENCE NORTH 89°35'32" EAST, 75.00 FEET, ALONG SAID EAST-WEST CENTERLINE;

THENCE SOUTH 00°00'00" EAST, 124.95 FEET;

THENCE SOUTH 03°48'57" WEST, 1713.00 FEET;

THENCE SOUTH 00°00'00" EAST, 374.65 FEET;

THENCE SOUTH 03°48'52" EAST, 440.92 FEET, TO A POINT ON SAID SOUTHERLY LINE AND THE POINT OF BEGINNING.

COUNTY OF ADAMS,  
STATE OF COLORADO



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No.: 18000310124- Amendment No. 3

**The following are the requirements to be complied with:**

1. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:

a. Warranty Deed from Green Valley Aurora LLC, a Colorado limited liability company, vesting fee simple title in Clayton Properties Group II, Inc., a Colorado corporation.

NOTE: A Real Property Transfer Declaration is required with each transfer in the State of Colorado.

NOTE: Deed must include a notation as to the legal address of the grantee.

**NOTE: Statement of Authority for Green Valley Aurora LLC recorded August 23, 2013 at [Reception No. 2013000074454](#), discloses the following authorized to transact business on behalf of said entity: Lawrence D. Canarelli, President, or Robert M. Evans, Senior Vice President**

**If there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.**

b.) Deed of Trust from Clayton Properties Group II, Inc., a Colorado corporation, to the Public Trustee, for the benefit of Green Valley Aurora LLC, a Colorado limited liability company.

**NOTE: Statement of Authority for Clayton Properties Group II, Inc. recorded July 06, 2017 at [Reception No. 2017000058095](#), discloses the following persons as those authorized to transact business on behalf of said entity:**

**Patrick H. Hamill, Vice President  
Robert J. Sanderman, Assistant Secretary  
David Bracht, Assistant Secretary  
Donald Carpenter, Assistant Secretary  
Steve Panter, Assistant Secretary  
Scott Thorsonson, Assistant Secretary  
Aric Jones, Assistant Secretary**

**If there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.**

3. Receipt by the Company of [Commercial Lien Affidavit](#), executed by Green Valley Aurora LLC, a Colorado limited liability company.  
NOTE: If the property is currently under construction or new improvements have been made, this commitment is subject to additional requirements.  
NOTE: Affiant must affirm that no lease contains any option to purchase, right of first offer, or right of first refusal.
4. Receipt by the Company of [Commercial Lien Affidavit](#), executed by Clayton Properties Group II, Inc., a Colorado corporation.  
NOTE: If the property is currently under construction or new improvements have been made, this commitment is subject to additional requirements.  
NOTE: Affiant must affirm that no lease contains any option to purchase, right of first offer, or right of first refusal.
5. **[Intentionally deleted.]** Receipt by the Company of a satisfactory survey.





COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

NOTE: Policy will contain an exception to any adverse matters disclosed.

6. Payment of taxes and assessments now due and payable.
7. **[Intentionally deleted.]** Receipt by the Company relating to Green Valley Aurora LLC, a Colorado limited liability company, the Company requires for its review the following:
- a.) Copy of the fully executed Operating Agreement of the limited liability company and any amendments thereof,
  - b.) Execution and recordation of Statement of Authority pursuant to the provisions of Section 38-30-172 C.R.S.
- NOTE: The company reserves the right to make additional requirements upon its review of this document.  
NOTE: The Colorado Secretary of State shows Green Valley Aurora LLC, a Colorado limited liability company in good standing.

NOTE: 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).

NOTE: Approval to issue this policy must be obtained from authorized Underwriting Personnel of Stewart Title Guaranty Company. This commitment is subject to additional limitations, requirements or exceptions made by Underwriting Personnel of Stewart Title Guaranty Company.





COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 18000310124- Amendment No. 3

**Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:**

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. a. Taxes for the year 2018, and subsequent years; special assessments or charges not certified to the County Treasurer.  
(NOTE: This will appear on the Owner's Policy only.)  
  
b. Taxes for the year 2017, a lien, but not yet due or payable.  
(NOTE: This will appear on the Loan Policy, upon proof of payment.)
9. Reservations or exceptions contained in an [unrecorded Patent](#), dated March 11, 1892, or in Acts authorizing the issuance thereof, reserving all mineral lands should any such be found to exist in the tracts described in the foregoing, but this exclusion and exception according to the terms of the Statute "shall not be construed to include coal and iron land".  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.  
NOTE: Affects the West half of Section 13.
10. Reservations contained in an [unrecorded Patent](#), dated August 20, 1887, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs and in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law.  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.  
NOTE: Affects the East half of the Southwest 1/4 of Section 24.
11. Reservations contained in an [unrecorded Patent](#), dated February 15, 1883, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs and in





COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law.  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.  
NOTE: Affects the Northwest 1/4 of Section 24.

12. **[Intentionally deleted.]** Easement reserved in Decree recorded September 6, 1902 in [Book 15 at Page 208](#).
13. Reservation of 1/16th overriding oil royalty in Deed recorded March 18, 1959 in [Book 766 at Page 365](#).
14. Order and Decree Creating District in re the Organization of Central Adams County Water and Sanitation District recorded October 8, 1985 in [Book 3059 at Page 192](#).  
NOTE: Central Adams County Water & Sanitation District Public Disclosure Document recorded April 8, 2014 at [Reception No. 2014000021021](#)
15. Order and Decree Creating District in re the Organization of Second Creek Ranch Metropolitan District recorded October 8, 1985 in [Book 3059 at Page 198](#).  
NOTE: Second Creek Ranch Metropolitan District Public Disclosure Document recorded April 8, 2014 at [Reception No. 2014000021033](#).  
NOTE: Order of Exclusion recorded September 26, 2016 at [Reception No. 2016000080683](#) (Portion of subject property).
16. School Site Agreement recorded April 10, 1986 in [Book 3130 at Page 331](#).
17. Green Valley Ranch East (GDP) recorded April 15, 1986 at [Reception No. 642395](#).
18. Ordinance No. 85-188, Annexing Green Valley Ranch East into the City of Aurora recorded April 15, 1986 in [Book 3132 at Page 642](#).  
NOTE: Annexation Map recorded April 15, 1986 at [Reception No. 642399](#).
19. Annexation Agreement recorded January 26, 1987 in [Book 3265 at Page 640](#).
20. Findings of Fact, Conclusions of Law, Judgment and Decree recorded April 29, 1987 in [Book 3317 at Page 270](#).
21. Amendment to Certificate of Organization for the E-470 Public Highway Authority recorded December 19, 1995 in [Book 4646 at Page 979](#).
22. Rule and Order recorded July 19, 1999 in [Book 5827 at Page 78](#).
23. Ordinance No. 2000-101, Amending the Aurora Zoning Map recorded October 23, 2000 in [Book 6297 at Page 599](#).
24. Reservation of all water and water rights in Special Warranty Deed recorded September 22, 2004 at [Reception No. 20040922000934720](#).
25. Utility Easement recorded August 20, 2007 at [Reception No. 2007000079872](#).
26. Public Service Company of Colorado Easement recorded November 9, 2007 at [Reception No. 2007000104533](#).
27. Ordinance No. 2008-59, annexing parcel of land recorded December 31, 2008 at [Reception No. 2008000100968](#).





COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

28. Ordinance No. 2008-60, rezoning to medium density residential subarea recorded January 5, 2009 at [Reception No. 200900000653](#).
29. Green Valley Framework Development Plan recorded February 23, 2009 at [Reception No. 2009000012526](#).
30. Annexation Agreement recorded March 6, 2009 at [Reception No. 2009000016223](#).
31. Green Valley Development Agreement recorded March 6, 2009 at [Reception No. 2009000016224](#).
32. Basin-Wide Drainage Construction and Cost Reimbursement Agreement recorded March 16, 2009 at [Reception No. 2009000018359](#).
33. Declaration of Covenants, Conditions and Restrictions (Green Valley Aurora) recorded May 19, 2011 at [Reception No. 2011000032159](#).  
NOTE: Notice of Inclusion recorded September 23, 2011 at [Reception No. 2011000061478](#).  
NOTE: Notice of Transfer Fee recorded September 23, 2011 at [Reception No. 2011000061484](#).
34. Oil and Gas Lease recorded November 14, 2011 at [Reception No. 2011000074689](#).  
NOTE: Assignment and Bill of Sale recorded December 26, 2012 at [Reception No. 2012000097995](#).  
NOTE: Amendment and Ratification of Oil and Gas Lease recorded October 14, 2014 at [Reception No. 2014000070691](#).  
NOTE: Second Amendment and Ratification of Oil and Gas Lease recorded December 22, 2014 at [Reception No. 2014000089903](#).  
NOTE: Third Amendment and Ratification of Oil and Gas Lease recorded January 30, 2015 at [Reception No. 2015000006961](#).  
NOTE: Fourth Amendment and Ratification of Oil and Gas Lease recorded January 30, 2015 at [Reception No. 2015000006962](#).  
NOTE: Affidavit of Exercise of Options to Extend Oil and Gas Leases recorded February 17, 2015 at [Reception No. 2015000010897](#).  
NOTE: Fifth Amendment and Ratification of Oil and Gas Lease recorded January 29, 2016 at [Reception No. 2016000007224](#).  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
35. Amended and Restated Surface use and Damage Agreement recorded December 10, 2015 at [Reception No. 2015000103088](#).
36. Option Memorandum recorded March 1, 2013 at [Reception No. 2013000018146](#).  
**NOTE: Will be deleted upon completion of Requirement 2(a), Schedule B-I.**
37. Ordinance No. 2008-71 Rezoning recorded March 11, 2013 at [Reception No. 2013000020824](#).
38. First Creek Ranch Metropolitan District Public Disclosure Document recorded April 8, 2014 at [Reception No. 2014000021087](#).
39. **[Intentionally deleted.]** Existing leases and tenancies.
40. Drainage Easement recorded September 18, 2006 at [Reception No. 20060918000937590](#).
41. Utility Easement recorded September 18, 2006 at [Reception No. 20060918000937600](#).
42. Avigation Easement recorded December 8, 2017 at [Reception No. 2017000108261](#).





COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

43. Affidavit of Non-Development recorded December 18, 2017 at [Reception No. 2017000111047](#).

44. Existing leases and tenancies.

NOTE: Upon receipt by the Company of the Commercial Lien Affidavit, this exception may be modified or deleted.

Exceptions 1 and 4 may be deleted from the policy, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. Exceptions 2 and 3 may be deleted from the policy, provided the Company receives and approves the survey or survey affidavit required herein. Exception 5 will not appear on the policy, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

NOTE:" Exception No(s). 2 and 3 are hereby deleted.  
Survey provided: ALTA/NSPS Land Title Survey





Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
(303) 331-0333 Phone  
(303) 331-9867 Fax

## **MINERAL DISCLOSURE**

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.



# **Stewart Title Guaranty Company - Commercial Services**

## **FUNDS DISCLOSURE**

The title company, Stewart Title Guaranty Company - Commercial Services in its capacity as escrow agent, has been authorized to receive funds and disburse them when all funds received are either: (a) available for immediate withdrawal as a matter of right from the financial institution in which the funds are deposited, or (b) are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn.

The title company is disclosing to you that the financial institution may provide the title company with computer accounting or auditing services, or other bank services, either directly or through a separate entity which may or may not be affiliated with the title company. This separate entity may charge the financial institution reasonable and proper compensation for these services and retain any profits there from.

The title company may also receive benefits from the financial institution in the form of advantageous interest rates on loans, sometimes referred to as preferred rate loan programs, relating to loans the title company has with the financial institution. The title company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. In the event that the parties to this transaction have agreed to have interest on earnest money deposit transferred to a fund established for the purpose of providing affordable housing to Colorado residents, then the earnest money shall remain in an account designated for such purpose, and the interest money shall be delivered to the title company at closing.



Return to:  
City Clerk  
City of Aurora Colorado  
15151 E Alameda Pkwy Suite 1400  
Aurora Colorado 80012

### **AVIGATION EASEMENT**

1. The undersigned (the "Grantor(s)") (is)(are) the owner(s) of that certain parcel of real property more particularly identified and described in the legal description attached to and made a part of this instrument as Exhibit A (the "Property").
2. Grantor(s), for (itself)(themselves), (its)(their) successors and assigns, hereby grant(s) and convey(s) to THE CITY OF AURORA, COLORADO, its successors and assigns (the "City"), and Denver Int'l Airport, its successors and assigns (the "Airport")(collectively, the "Grantees"), a perpetual and assignable easement in and over the Property and a right-of-way for the free and unrestricted passage and flight of all aircraft in the navigable airspace above the surface of the Property as defined by the Federal Aviation Act of 1958, 49 U.S.C. § 40101, et seq., and the regulations adopted pursuant thereto, as the same are from time to time amended (the "Airspace").
3. Said easement and right-of-way shall include, but is not limited to:
  - a. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons of any and all aircraft now known or hereafter invented, used, or designated for navigation of or flight in the air, in, through, across or about any portion of the Airspace;
  - b. The right to cause or create, or permit or allow to be caused or created in the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke, and all other effects as may be inherent in the proper operation of aircraft;
  - c. The right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects which extend into the Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace;
  - d. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, the Property, and which extend into the Airspace; and
  - e. The right of ingress to, passage within, and egress from the Property, solely for the above stated purposes.
4. Grantor(s) hereby covenant(s) with Grantees as follows:
  - a. Grantor(s) will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Property to extend into the Airspace, constitute an obstruction to air navigation, or obstruct or interfere with the use of the easement and right-of-way herein granted; and
  - b. Grantor(s) will not use or permit the use of the Property in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Airport and any aircraft.
5. The easement and right-of-way granted herein shall be deemed in gross, being conveyed to Grantees for their benefit and the benefit of any and all member of the general public who may use







GRANTOR(S)

By: C&H Ranch Company LLC

By: Robert M. Evans

ATTEST:

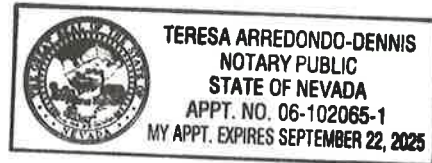
By: \_\_\_\_\_

STATE OF Colorado Nevada )  
 ) ss.  
COUNTY OF Clark )

The foregoing instrument was acknowledged before me this 21 day of  
January, 2022, by  
Robert M. Evans (and  
\_\_\_\_\_, Grantor(s).

Witness my hand and official seal.

My Commission Expires: 09/22/2025



GRANTOR(S)

By: Clayton Properties Group II, Inc.

By: [Signature]

ATTEST:

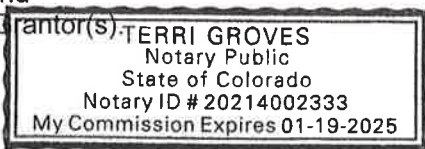
By: Terri Groves

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 26 day of  
January, 2022, by  
Donald Carpenter (and  
\_\_\_\_\_, Grantor(s).

Witness my hand and official seal.

My Commission Expires: 01-19-2025





# EXHIBIT A

## LEGAL DESCRIPTION

(FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS--816343--1--CO, WITH AN EFFECTIVE DATE OF NOVEMBER 17, 2021 AT 5:00 P.M.)

### PARCEL A

A PARCEL OF LAND BEING ALL THAT CERTAIN PARCEL DESCRIBED AS PARCEL B WITHIN SPECIAL WARRANTY DEED RECORDED DECEMBER 10, 2004 AT RECEPTION NO. 2004001258230, THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JUNE 28, 1985 AT BOOK 3019, PAGE 266 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, STATE OF COLORADO, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, ALL SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER NORTH 89°41'25" EAST, A DISTANCE OF 1,123.11 FEET TO THE NORTHWEST CORNER OF PARCEL TK-116 OF THE E-470 PUBLIC HIGHWAY AUTHORITY DESCRIBED IN BOOK 4667, PAGE 306 IN THE ADAMS COUNTY OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TK-116 THE FOLLOWING SEVEN COURSES:

- 1) DEPARTING SAID NORTHERLY LINE OF THE NORTHEAST QUARTER, SOUTH 00°01'29" EAST, A DISTANCE OF 100.00 FEET;
- 2) SOUTH 86°50'04" EAST, A DISTANCE OF 893.46 FEET;
- 3) SOUTH 59°49'05" EAST, A DISTANCE OF 90.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 908.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 81°41'26" EAST;
- 4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°20'42", AN ARC LENGTH OF 132.32 FEET;
- 5) TANGENT TO SAID CURVE, SOUTH 16°39'16" EAST, A DISTANCE OF 349.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,055.92 FEET;
- 6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°30'43", AN ARC LENGTH OF 285.87 FEET;
- 7) TANGENT TO SAID CURVE SOUTH 01°08'33" EAST, A DISTANCE OF 1,700.86 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 13;

THENCE DEPARTING SAID WESTERLY BOUNDARY OF PARCEL TK-116 AND ALONG SAID SOUTHERLY LINE SOUTH 89°40'22" WEST, A DISTANCE OF 2,293.83 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 13, SOUTH 89°40'33" WEST, A DISTANCE OF 2,567.49 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 20060417000386390 IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY LINE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°01'58" WEST, A DISTANCE OF 2,646.91 FEET TO THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 13;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID NORTHERLY LINE, NORTH 89°39'00" EAST, A DISTANCE OF 2,562.89 FEET TO THE POINT OF BEGINNING.

### PARCEL B

LOT 1, BLOCK 1, WINDLER SUBDIVISION RECORDED DECEMBER 27, 1972 AT RECEPTION NO. 984953 IN THE OFFICIAL RECORDS OF ADAMS COUNTY, COLORADO SITUATED IN SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 13 BEARS NORTH 00°06'54" WEST A DISTANCE OF 2,650.39 FEET, WITH ALL BEARINGS REFERENCED HEREIN;

THENCE NORTH 31°49'36" EAST A DISTANCE OF 47.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY, NORTHERLY, AND EASTERLY BOUNDARIES OF SAID LOT 1 THE FOLLOWING 3 COURSES:

- 1) NORTH 00°06'54" WEST, A DISTANCE OF 622.05 FEET;
- 2) NORTH 89°38'44" EAST A DISTANCE OF 1,297.66 FEET;
- 3) SOUTH 00°10'18" EAST A DISTANCE OF 587.98 FEET TO THE NORTHEAST CORNER OF SPECIAL WARRANTY DEED RECORDED ON AUGUST 1, 1996 IN BOOK 4807, PAGE 451, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARIES OF SAID SPECIAL WARRANTY DEED THE FOLLOWING TWO COURSES:

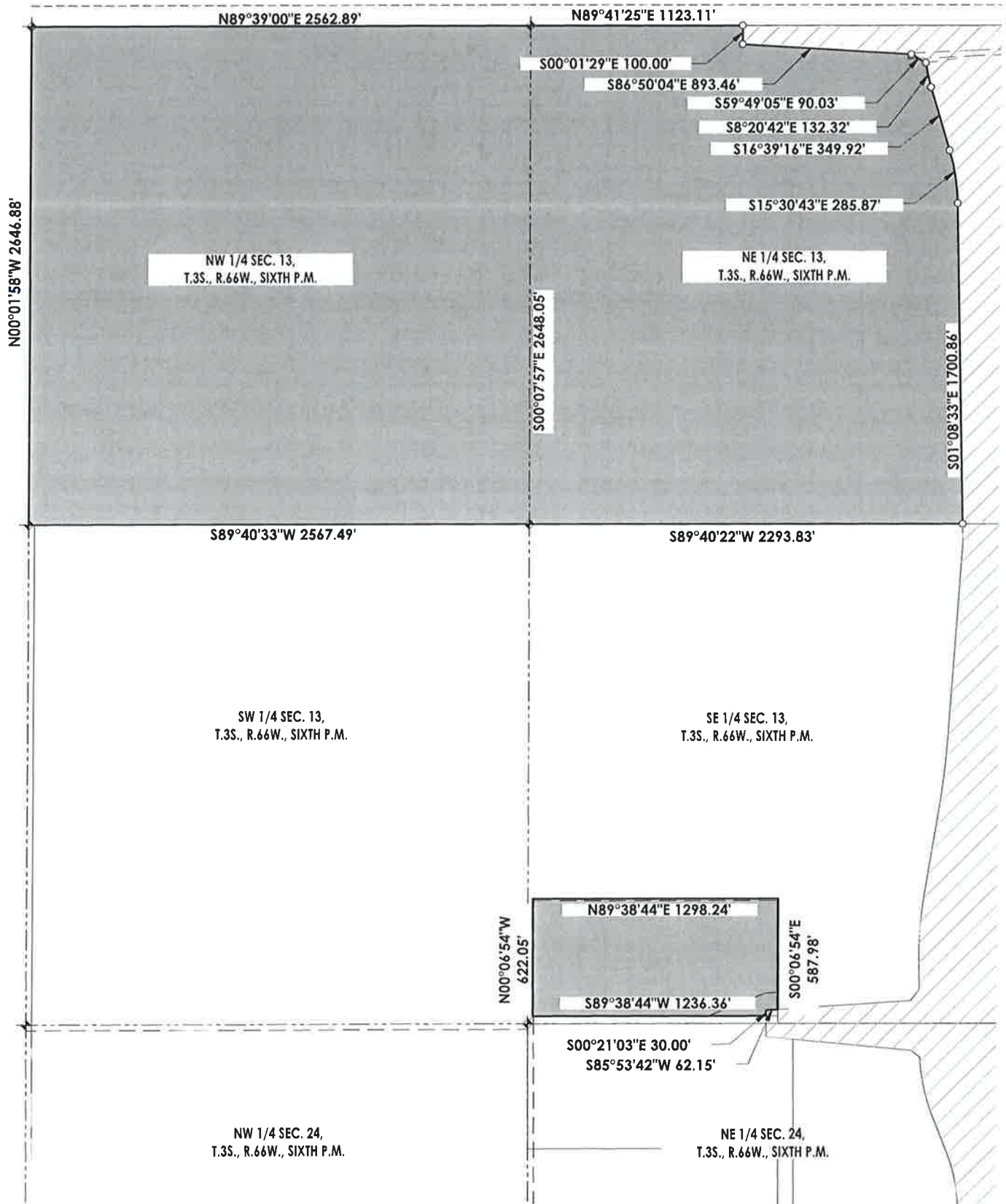
- 1) SOUTH 85°53'42" WEST A DISTANCE OF 62.15 FEET;
- 2) SOUTH 00°21'03" EAST A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 48TH AVE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°38'44" WEST A DISTANCE OF 1,236.36 FEET TO THE POINT OF BEGINNING.

### EXCEPTING THEREFROM:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 1, 1996 AT RECEPTION NO. C0199489 IN SAID OFFICIAL RECORDS.







Return to:  
Janice Napper, City Clerk and Recorder  
City of Aurora Colorado  
15151 East Alameda Parkway  
Aurora Colorado 80012

### **AVIGATION EASEMENT**

1. The undersigned (the "Grantor(s)") (is)(are) the owner(s) of that certain parcel of real property more particularly identified and described in the legal description attached to and made a part of this instrument as Exhibit A (the "Property").
2. Grantor(s), for (itself)(themselves), (its)(their) successors and assigns, hereby grant(s) and convey(s) to THE CITY OF AURORA, COLORADO, its successors and assigns (the "City"), and Denver Int'l Airport, its successors and assigns (the "Airport")(collectively, the "Grantees"), a perpetual and assignable easement in and over the Property and a right-of-way for the free and unrestricted passage and flight of all aircraft in the navigable airspace above the surface of the Property as defined by the Federal Aviation Act of 1958, 49 U.S.C. § 40101, et seq., and the regulations adopted pursuant thereto, as the same are from time to time amended (the "Airspace").
3. Said easement and right-of-way shall include, but is not limited to:
  - a. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons of any and all aircraft now known or hereafter invented, used, or designated for navigation of or flight in the air, in, through, across or about any portion of the Airspace;
  - b. The right to cause or create, or permit or allow to be caused or created in the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke, and all other effects as may be inherent in the proper operation of aircraft;
  - c. The right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects which extend into the Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace;
  - d. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, the Property, and which extend into the Airspace; and
  - e. The right of ingress to, passage within, and egress from the Property, solely for the above stated purposes.
4. Grantor(s) hereby covenant(s) with Grantees as follows:
  - a. Grantor(s) will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Property to extend into the Airspace, constitute an obstruction to air navigation, or obstruct or interfere with the use of the easement and right-of-way herein granted; and
  - b. Grantor(s) will not use or permit the use of the Property in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Airport and any aircraft.
5. The easement and right-of-way granted herein shall be deemed in gross, being conveyed to Grantees for their benefit and the benefit of any and all member of the general public who may use



said easement or right-of-way operating aircraft in or about, or in otherwise flying through, the Airspace.

6. The covenants and agreements made herein shall run with the land and shall be binding upon Grantor(s) and (its)(their) successors and assigns.

7. The City is hereby designated as agent for all purposes regarding the enforcement or removal of the easement and right-of-way granted herein.

8. It is understood and agreed that Grantor(s) shall have no right or cause of action, either in law or in equity, for damages or injury to any person or property arising out of or resulting directly or indirectly, from the overflight of aircraft, or for damages or injury to any person or property resulting from any noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft overflights; provided, however, that nothing herein shall divest Grantor(s) of any right or cause of action for damages to any person or property resulting from the negligent operation of aircraft overflights over the described premises at any altitude above ground level.

9. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to the City or any other governmental agency or department by virtue of the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S., as amended.

EXECUTED this 4<sup>th</sup> day of DECEMBER, 2017.

GRANTOR(S)

By: Green Valley Aurora, LLC

By: ROBERT M EVANS, SR. VICE PRESIDENT

ATTEST:

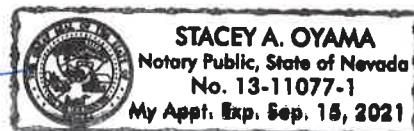
By: Robert M Evans

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of DECEMBER, 2017, by ROBERT M. EVANS (and \_\_\_\_\_), Grantor(s).

Witness my hand and official seal.

My Commission Expires: 9/15/21





## EXHIBIT A

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL THAT CERTAIN PARCEL "A" AND PARCEL "B" DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JULY 21, 2005 AT RECEPTION NO. 2005000773560, ALL THAT CERTAIN PARCEL "A" AND PARCEL "B" DESCRIBED IN BARGAIN AND SALE DEED RECORDED FEBRUARY 10, 2006 AT RECEPTION NO. 2006000147090, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 20, 2008 AT RECEPTION NO. 200800067149, A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 20, 2008 AT RECEPTION NO. 2008000067150, ALL OF THAT CERTAIN PARCEL DESCRIBED IN EXHIBIT "A" OF SPECIAL WARRANTY DEED RECORDED ON JANUARY 13, 2005 AT RECEPTION NO. 2005000047600, ALL THAT CERTAIN PARCEL DESCRIBED IN QUIT CLAIM DEED RECORDED OCTOBER 31, 2002 AT RECEPTION NO. C1046244, AND ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 8, 2005 AT RECEPTION NO. 2005000977530, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 13, THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, SOUTH 00°06'54" EAST, A DISTANCE OF 2,650.40 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°16'32" EAST, A DISTANCE OF 2,650.24 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, NORTH 89°35'38" EAST, A DISTANCE OF 2,191.70 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS EXHIBIT "B" OF RULE AND ORDER RECORDED JULY 19, 1999 AT RECEPTION NO. C0568698, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID EXHIBIT "B" THE FOLLOWING FOUR COURSES:

- 1) SOUTH 00°00'07" EAST, A DISTANCE OF 121.65 FEET;
- 2) SOUTH 03°49'04" WEST, A DISTANCE OF 1,713.00 FEET;
- 3) SOUTH 00°00'07" EAST, A DISTANCE OF 379.65 FEET;
- 4) SOUTH 03°48'46" EAST, A DISTANCE OF 439.27 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 28, 1997 AT RECEPTION NO. C0347111, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE AND THE LAST DESCRIBED NORTHERLY BOUNDARY, SOUTH 89°32'35" WEST, A DISTANCE OF 2,094.89 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SOUTH 89°33'43" WEST, A DISTANCE OF 2,569.79 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 2006000386390;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING THREE COURSES:

- 1) NORTH 00°16'48" WEST, A DISTANCE OF 2,651.81 FEET;
- 2) NORTH 00°17'05" WEST, A DISTANCE OF 2,650.39 FEET;
- 3) NORTH 00°02'06" WEST, A DISTANCE OF 2,653.57 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°40'33" EAST, A DISTANCE OF 2,567.49 FEET TO THE POINT OF BEGINNING.

**EXCEPTING THEREFROM** THAT CERTAIN PARCEL OF LAND DESCRIBED AS "EXHIBIT B" IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 2006000386390.

**EXCEPTING THEREFROM** ALL OF WARRANTY DEED RECORDED MAY 1, 2006 AT RECEPTION NO. 2006000437490.

CONTAINING AN AREA OF 583.583 ACRES, (25,420,873 SQUARE FEET), MORE OR LESS.



## Letter of Authorization

January 18, 2022

Planning Department  
City of Aurora  
15151 East Alameda Parkway  
Aurora, CO 80012

Attn: Laura Rickhoff

Re: Green Valley MP Amendment 2

The undersigned is the owner of real property which is a part of the Green Valley Master Plan Amendment 2. The owner hereby authorizes Clayton Properties Group II, Inc. to submit planning and zoning entitlement documents on behalf of the owner of the property.

Please note that, upon completion of the appropriate review and prior to submittal of approved documents, the Property Owner will sign the formal documents before any recordation of these documents will occur.

C&H Ranch Company LLC, a Colorado limited liability company  
Green Valley Aurora LLC, a Colorado limited liability company

By: Robert M. Evans SIL VICE PRESIDENT  
Name: Title:



## 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, Dave Carro, Applicant for the following named development under the Aurora Zoning Code Green Valley FDP Amendment 2

DA # 1559464, hereby certify that I or my agent have examined the records in the Office of the Adams 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

1/18/2022  
Date

DAVID CARRO  
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.



**Return to:**

Mr. Darrel C. Vanhooser, SR/WA

ConocoPhillips Company

34501 East Quincy Avenue, Building 1

Watkins, CO 80137

RECEPTION#: 2015000103088,  
12/10/2015 at 09:49:11 AM, 1 OF 56,  
TD Pgs: 0 Doc Type:AG  
Stan Martin, Adams County, CO

## **AMENDED AND RESTATED SURFACE USE AND DAMAGE AGREEMENT**

This Amended and Restated Surface Use and Damage Agreement ("Agreement") is made and entered into October 14, 2015, but effective May 18, 2011, among **GVRE 470 LLC, Green Valley Aurora LLC, GVR King LLC, GVR King Commercial LLC, Green Valley East LLC, and SJSA Investments, LLC** as the owners of the surface of the lands described hereafter whose address is 4908 Tower Road, Denver, CO 80249 (hereinafter collectively referred to as "Owner"), and Burlington Resources Oil & Gas Company LP, a Delaware Limited Partnership whose address is Attention: Manager, Real Property Administration, P. O. Box 7500, Bartlesville, OK 74004-7500 (hereinafter referred to as "Operator").

### **WITNESSETH:**

**WHEREAS**, Owner owns the surface and certain portions of the mineral estate in the lands described on Exhibit A attached hereto (the "Lands"); and

**WHEREAS**, Operator holds one or more valid oil and gas leases from Owner (each, an "Owner OGL") covering all or portions of the Lands; and

**WHEREAS**, Owner has engaged in certain pre-development activities upon the Lands to enhance their value for future residential and commercial development by third parties, but desires to maintain the agricultural uses upon the Lands pending such future development; and

**WHEREAS**, Owner entered into a Surface Use and Damage Agreement effective May 18, 2011, with Anadarko E&P Company LP, as Operator, respecting the use by Operator of portions of the Lands for the purposes of drilling, completing, and operating one or more oil and gas wells on the Lands consistent with current agricultural use and expected future development (the "Original Agreement"), a Memorandum of which is recorded in the office of the Adams County Clerk and Recorder at Reception #2011000074695 ("Memorandum"); and

**WHEREAS**, pursuant to an Assignment and Bill of Sale effective as of December 1, 2012, Anadarko E&P Company LP assigned the Original Agreement to COP BROG I LLC ("COP"). Subsequently, as of June 14, 2013 COP assigned all of its interests to Operator by virtue of a transfer by Certificate of Merger, a copy of which is recorded in the office of State of Delaware, Secretary of State, Division of Corporations at Reception Number 0914124. In addition, a copy of an Affidavit of Merger, dated July 1, 2014, is recorded in the office of the Adams County Clerk and Recorder at Reception Number 2013000058726; and

**WHEREAS**, Owner and Operator desire to amend and restate the terms of the Original Agreement and supersede and replace the Memorandum in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby declare that the Lands are subject to the following covenants, restrictions, and conditions, all of which are covenants running with the land for the purpose of allowing oil and



gas exploration and development activities by Operator, which are binding on successors and assigns, and do hereby agree as follows:

1. Definitions.

(a) “Act” means the Colorado Oil and Gas Conservation Act, CRS §34-60-101, *et seq.*

(b) “Allowable Well(s)” will mean any well with a surface location within an OGOA that meets each of the following requirements: (i) the well, if completed as a producing well, will be completed and produce solely from lands covered by an Owner OGL and any lands pooled therewith in accordance with the terms of the Owner OGL or the Act and the rules promulgated pursuant thereto; (ii) Operator owns a working or operating interest in the well at the time the well is drilled and completed; and (iii) the well otherwise complies with the terms of this Agreement.

(c) “Applicable Agency” means the Commission and such other federal or State of Colorado administrative agencies having jurisdiction over Operator’s operations on the Lands (for clarity, in certain circumstances one or more federal or State of Colorado agencies may have concurrent jurisdiction over the operations of the parties).

(d) “Applicable Agreements” means this Agreement, the Owner OGLs, and all easements, restrictions, covenants and similar encumbrances of record burdening Owner’s title to the Lands, excluding the Entitlement Documents.

(e) “Applicable Laws” means all laws (including statutory and common law), rules, ordinances, regulations, codes or similar enactments by any federal, state, county, municipal or quasi-governmental entity with jurisdiction over the Lands or any portion thereof, as they may hereafter be enacted, issued or amended, including the rules of the Commission, ordinances of the City and the rules and regulations of the Applicable Agencies.

(f) “City” means the City of Aurora, Colorado.

(g) “Commission” means the Oil and Gas Conservation Commission of the State of Colorado.

(h) “Directional Survey(ing)” means a well survey that measures the degree of departure of the wellbore from the vertical and the direction and distance of departure.

(i) “Entitlement Documents” means: (i) Annexation Agreements dated January 6, 1986, and recorded in the office of the Adams County Clerk and Recorder on January 26, 1987, in Book 3265 at Page 640; dated March 16, 1987, and recorded on April 28, 1987, in Book 3308 at Page 237; and dated November 17, 2008, and recorded March 6, 2009, at Reception No. 2009000016223; (ii) the Framework Development Plan for the Lands recorded on February 23, 2009, at Reception No. 2009000012526; (iii) Green Valley Development Agreement dated November 24, 2008, and recorded on March 2, 2009, at Reception No. 2009000016224; (iv) any other zoning or land use approvals



granted by the City for the Lands; and (v) any modifications or amendments to any of the foregoing.

(j) “Equipment Area” means a portion of an OGOA, the size and configuration of which is depicted on Exhibit B.

(k) “Gross Negligence” means any act or failure to act (whether sole, joint, or concurrent) by a person which was either intended to cause harmful consequences, or which was in reckless disregard of or wanton indifference to harmful consequences; and such person knew, or should have known, that such act or failure to act would have harmful consequences on the safety or property of another person.

(l) “OGOA” or “Oil and Gas Operations Area” means those portions of the Lands utilized by Operator as the location for wells and associated surface and subsurface equipment, production facilities, flow lines, third party easements and activities related thereto, as identified and further defined pursuant to this Agreement.

(m) “Reclamation Area” means a portion of an OGOA that will be reclaimed by Operator after all potential Allowable Wells upon such OGOA (as depicted on Exhibit B, as applicable) have been drilled, completed and put into production operations, the approximate size and configuration of which is depicted on Exhibit B.

(n) “ROW” or “Right of Way” means those portions of the Lands outside of an OGOA that are within the existing or future designated or proposed right of way for the public roads currently known as Harvest Road and 44<sup>th</sup> Avenue.

(o) “Third Party” or “Third Parties” mean any party other than the Operator or its parent ConocoPhillips Company or the Owner. Wholly owned subsidiaries of Operator are considered Third Parties.

## 2. Identification and Use of OGOAs and ROW

(a) Right of Use. Owner hereby grants to Operator (which rights may be exercised by Operator through its agents, employees, drilling contractors, and related service companies), subject to the terms of this Agreement: (i) the exclusive right (except as provided in Sections 2(b) and 2(f)) to enter upon and use the OGOAs solely for the purpose of drilling, completing, and producing one or more Allowable Wells; and (ii) a non-exclusive right to enter upon and use the ROW for the sole and limited purpose of ingress and egress to and from the OGOAs and for constructing and maintaining roads, electric utility lines and production gathering lines solely for handling production from an Owner OGL (or lands pooled therewith pursuant to the terms of the Owner OGL or the Act). The OGOAs and ROW may not be used in connection with operations on premises other than the Lands (or lands pooled therewith pursuant to the terms of the Owner OGL or the Act) without Owner’s written consent in its sole discretion. If a Third Party requests to use a portion of the OGOA for use of an above-ground appurtenance and/or pipeline easement, the Operator has the right to grant permission to use the OGOA for this use; however, a separate agreement between Operator and Third Party will be required to authorize this use, and further provided that Third Party will be required to secure its own easement from Owner.



This Agreement does not cover any water rights that Owner may now or hereafter own in or that are used on the Lands or any water or water rights that are provided by the City to Owner.

(b) Identification of OGOAs and ROW. Owner and Operator have consulted regarding the selection of OGOAs and have agreed as follows:

(i) Maximum Number. The maximum number of OGOAs permitted on the Lands in the sections identified below are stated in Table 1 below (recognizing that Operator may have additional oil and gas operations areas in such sections, but not on the Lands):

**Table 1**

Portion of the Lands located in:		Maximum Number of OGOAs:
T3S R65W	Section 20	Three: OGOA Nos. 20-1, 20-2, 20-3 (see Section 2(b)(iii))

(ii) Size and Layout. The sizes of OGOAs are depicted on Exhibit B. Subject to Commission Rules, Operator will cluster its facilities within an OGOA to the extent Operator determines it is safe and operationally feasible to do so, in order to confine impacts to the area reasonably necessary for its operations. Operator shall design its facilities so as to be able to accommodate fencing and landscaping on the perimeter of an OGOA that may be required by the City as development occurs on surrounding properties.

(iii) Detention Pond. A 12.5 acre portion of Section 20 identified as "Detention Pond" on Exhibit B is excluded from the OGOAs granted to Operator by this Agreement. Owner hereby grants Operator an option to include all or a portion of such 12.5 acre tract (the "Detention Pond Property") into one or more of the OGOAs in accordance with the following provisions:

(A) Operator may exercise its option by giving a notice to Owner (the "Exercise Notice") that contains: (1) a survey of the portion of the Detention Pond Property to be acquired (the "Affected Area") prepared by a Colorado licensed surveyor; (2) a calculation of the acreage of the Affected Area; (3) the OGOA(s) into which the Affected Area will be included; and (4) payment for the Affected Area, calculated at the "per acre" rate stated in the Compensation Agreement (as defined in Section 3(a)).

(B) Upon receipt of Operator's Exercise Notice, Owner will consult with its engineers and the City to determine whether the Detention Pond can be constructed within the remaining Detention Pond Property after subtracting the Affected Area (the "Remnant Parcel"). Operator agrees to reasonably cooperate with Owner in good faith, at nominal ex-



pense to Operator, to facilitate the ability of Owner to construct the Detention Pond within the Remnant Parcel. However, if Owner notifies Operator (the "Infeasibility Notice") that, in Owner's reasonable determination, the Detention Pond cannot be constructed within the Remnant Parcel without a material increase in the costs of construction, then, notwithstanding the designation of the Affected Area pursuant to clause (A) above: (1) the "Affected Area" will be the entirety of the Detention Pond Property; and (2) any additional compensation owed by Operator to Owner for the Affected Area, as adjusted, will be paid in full within ten (10) days after the date of the Infeasibility Notice. If Owner does not give an Infeasibility Notice within thirty (30) days after its receipt of the Exercise Notice, Owner will be deemed to have agreed to the description of the Affected Area and compensation amount tendered by Operator in the Exercise Notice.

(C) Notwithstanding the foregoing, Operator's option to acquire any portion of the Detention Pond Property will expire upon the termination of the Platting Restriction (as defined in Section 5(j)).

(iv) Landscaping. If at any time, the City requires landscaping within or adjacent to an OGOA as a result of Operator's activities within such OGOA, then: (A) Operator will be responsible for installing and maintaining the landscaping required by the City on any boundary of the OGOAs; except (B) the installation and maintenance of any landscaping that is required on the west or south boundary of the OGOAs located in Section 20 will be the responsibility of Owner; provided, however, that, upon commencement of any such work, Operator shall pay to Owner the cost of fulfilling the minimum landscaping requirements imposed by the City along the affected boundary(ies), as reasonably estimated by Owner's principal landscaping contractor. Upon written notification to Operator and two weeks' notice, Owner is permitted to enter within an OGOA to discharge its obligations pursuant to this Section, subject to the provisions of this Section 2(b)(iv) and Section 2(b)(iii), provided Owner complies with all of Operator's safety standards.

(v) Release of OGOA for Non-Use. Every five years after the date (but not the effective date) of this Agreement, Operator and Owner will review current oil and gas development plans for the lands identified on Exhibit B to discuss future development and the continued use of these lands for oil and gas development. If it is determined by Operator that portions of the lands identified on Exhibit B will not be used for further oil and gas development, Operator will release such lands by written agreement returning these lands to Owner for its use and development. Operator will not be required to pay the Remaining Balance (as defined in the Compensation Agreement) for OGOAs that have been released.

(c) OGOA Survey. Upon the final determination of the location of OGOAs pursuant to Section 2(b), Operator will perform survey(s) of the proposed OGOAs. Legal descriptions of the location thereof will be prepared by a Colorado licensed surveyor at the expense of Operator and attached hereto as Exhibit B-1.



(d) Subsequent Modification of OGOAs. Upon the completion of drilling of the initial well within an OGOA, Owner, after consultation with Operator, may propose a revised legal description for the subject OGOA that maximizes the setbacks from the well and associated surface facilities to adjacent portions of the Lands that are contemplated for residential or commercial development. Operator agrees not to unreasonably withhold its consent to such a modification of the subject OGOA if such modification does not materially impair the technical, safety, or economic feasibility of extracting oil and gas from such OGOA. A legal description of the modified OGOA will be prepared by a Colorado licensed surveyor at the expense of Owner and will be attached to this Agreement as an amended Exhibit B-2.

(e) Relocation of ROW. Owner will have the right to change the location of the ROW (by terminating the existing ROW and granting Operator a substitute ROW on similar terms and conditions) and require Operator to relocate any roads, utility lines or other improvements located on the ROW to such substitute right-of-way upon 180 days prior written notice to Operator. Provided relocation does not interfere with the safety, maintenance and operations within the ROW and any OGOA it supports, Operator will provide Owner with a bona fide third party estimate of the costs for the relocation of any of its roads or facilities located in the ROW that includes but is not limited to engineering and re-permitting costs. Owner will have the right to withdraw the relocation request within ten days after receipt of the estimate. Unless Owner withdraws the relocation request, Operator will, within such 180 day period commence and complete the relocation of the road, pipelines and utility lines, as applicable, to the substitute right-of-way, provided, however, that Operator has received all applicable permits for such work. Notwithstanding the foregoing, however, Operator will be under no obligation to commence any relocation activities until Owner has paid the estimate to Operator or furnished Operator a bond, letter of credit or other security acceptable to Operator for payment of such amount. Upon completion of the relocation, Operator will furnish Owner a full accounting of the costs and expenses of the relocation and, within ten days after receipt thereof: (i) Owner will reimburse Operator for such costs and expenses, not to exceed 120% of the estimate furnished to Owner; or (ii) Operator will refund any overpayment to Owner, as applicable.

(f) Reserved Rights of Owner. Owner will not seek the designation of any portion of an OGOA as a Designated Outdoor Activity Area, as defined in COGCC Rule 604 a.(4), by the Commission and will cooperate with Operator in objecting to any application for such a designation filed by a Third Party. Except as provided in Sections 2(b) and this Section 2(f), the Equipment Area within an OGOA will be used exclusively by Operator, and any requests for an encroachment within that OGOA will be reviewed by Operator in its sole discretion; provided, however, that Operator will not unreasonably withhold consent to encroachments that are required for Owner to comply with Applicable Laws. Owner may make aesthetic improvements to the surface or subsurface of the Reclamation Area such as landscaping and may construct or allow the construction of underground utilities and appurtenant surface facilities within the Reclamation Area ("Permitted OGOA Improvements"); provided, however, that:



(i) No habitable structures requiring a building permit will be placed by Owner within the Reclamation Area without Operator's prior written consent, which will not unreasonably be conditioned or withheld;

(ii) In the absence of gross negligence or willful misconduct by Operator or its contractors, Operator and its contractors will not be liable for damages to Permitted OGOA Improvements, including any structures, caused by its oil and gas operations; provided, however, that Operator will make reasonable efforts to avoid damage to or the disruption of the use of Permitted OGOA Improvements. Subject to the foregoing, however, Owner will be responsible for the repair and replacement of any Permitted OGOA Improvements.

(g) No Assurance; Cooperation of Owner. Operator acknowledges and agrees that its operations are subject to Applicable Laws and the Applicable Agreements. Owner is not giving Operator any assurance, and disclaims any representation or warranty to Operator, that Operator has the right to locate and drill any well on any OGOA under Applicable Laws or the Applicable Agreements, excepting Owner OGLs. Operator will be solely responsible for obtaining all required permits, consents, and authorizations that may be necessary to conduct its operations and will comply with the Applicable Laws and Applicable Agreements in its operations on the Lands, and Operator assumes the risk of not obtaining any such permits, consents and authorizations. Notwithstanding the foregoing, this Agreement constitutes Owner's permission, consent, and authorization pursuant to the Owner OGLs for Operator's operations on the Lands; and Owner agrees not to object to the use of the surface in the OGOA as so long as such use is consistent with this Agreement and, provided that Operator is not in default hereunder, Owner will: (i) not oppose any permit application that Operator submits to the Commission or any state or local entity having jurisdiction over some or all of Operator's activities hereunder or under the Owner OGL so long as said application or permit is consistent with this Agreement and the Owner OGL; and (ii) provide Operator with any written support it may reasonably request to obtain permits from the Commission or any local jurisdiction.

### 3. Compensation.

(a) Compensation for OGOAs and ROWs. Compensation for the rights granted hereunder and for damages incurred with respect to Operator's use of an OGOA (or ROW associated therewith) for the purposes stated herein, is provided for in a separate Unrecorded Consideration and Compensation Agreement between Owner and Operator signed concurrently with this Agreement (the "Compensation Agreement"). All payments made to Owner will be made in good funds payable by draft, certified funds, cashier's check, wire transfer, or a check from Operator. The OGOAs identified on attached Exhibit B are individual and separate, and compensation will be made for each OGOA separately under the terms outlined in the Compensation Agreement. In any event, the balance of the payment for each OGOA will be made prior to the commencement of drilling operations for any well within a previously undisturbed OGOA ("Payment Due Date"). If Operator fails to make an annual payment, Owner will notify Operator the annual payment was not received. Operator has thirty (30) days from the date of receipt of notice from Owner to make such payment. Failure of Operator to make an annual payment as described in the Compensation Agreement



within such thirty (30) day period may result in termination of this Agreement, upon Owner's election and notice to Operator. Notwithstanding the foregoing, this Agreement will continue for any OGOAs for which the Remaining Balance was received by Owner, have either been drilled or are in the process of being drilled by Operator, or are producing oil, gas, or other hydrocarbons and will continue as long as the well is deemed to be a producing well.

(b) Easements for Other Purposes. Easements for pipelines that, in whole or in part, transmit oil or gas not produced from the Lands or lands pooled therewith pursuant to the terms of an Owner OGL will be subject to separate agreements between Owner and the Third Party transmission company or Third Party pipeline contractor.

(c) No Release. The compensation provided for herein is acknowledged by Owner as sufficient and in full satisfaction for damages and use of the Lands caused or created by the reasonable and customary entry, rights-of-way, and operation and use of roads and well sites, but does not include damage to buildings or improvements, injuries to persons or livestock or crops (to the extent contemplated by Section 4(c)). This Agreement does not relieve Operator from liability due to Operator's gross negligence or willful misconduct or due to spills or discharges of any hydrocarbon or toxic substance or hazardous chemicals or wastes, or from leaks or breaks in Operator's pipelines. Damage to or loss of livestock will be paid for by Operator at the lower of market value or replacement cost.

#### 4. Notification and Consultation.

(a) Notice and Consultation. Owner and Operator have consulted on the location and dimensions of the OGOAs and the configuration of the Reclamation Areas and Equipment Areas as depicted on Exhibit B; provided however that the legal descriptions of such areas are subject to further definition upon survey. At least 90 days prior to commencing any operations on the ROW or OGOAs or initiating the drilling of the initial well on any OGOA, and after final surveys have been completed, Operator will notify Owner as to the location of each road, pipeline or utility line to be placed upon the ROW and the suggested location of facilities and equipment within the Equipment Area in the subject OGOA (the "Consultation Notice"). Within 30 days of receipt of notice from Operator, Owner has the right to review, and comment on the proposed plan, and to the extent that Owner requests changes to the proposed plan that are not, in Operator's sole discretion and opinion, operationally or commercially untenable or otherwise unsafe, Operator will modify the configuration.

(b) Reclamation and Equipment Areas. Permanent above-ground facilities constructed by Operator within an OGOA will be located in the Equipment Area. The Reclamation Area may be used during drilling, hydraulic fracturing and similar temporary uses, but otherwise shall be kept clear of vehicles, storage or facilities. During the consultation period under Section 4(a), either party may suggest minor revisions in the configuration of such areas to accommodate terrain or geographic features within the OGOA or the type of anticipated development upon adjacent portions of the Lands. Operator will accommodate minor revision suggestions to the extent that the revisions do not, in Operator's sole discretion and opinion, (i) increase the cost of operations, (ii) cause delay to



operations, (iii) negatively impact operations, or (iv) create or contribute to an unsafe environment for operations.

(c) Non-Interference With Agricultural Activities. Owner and Operator recognize and agree that ranching or farming activities occur on the Lands, which may include irrigated lands served by center pivot or side roll irrigation systems. Operator will be responsible for compensating Owner (to the extent that it conducts independent agricultural activities) or Owner's lessees for only those lost crops within an OGOA, for one growing season, or other physical damages, if any, caused by Operator's activities; provided, however, that Operator will be responsible for damages caused by the gross negligence or willful misconduct of Operator or its contractor, or resulting from the failure of Operator to give timely notice so as to allow Owner or its lessee to mitigate the destruction of growing crops prior to the commencement of construction within an OGOA.

(d) Title Reports. Within a reasonable time after the preparation and delivery of the same to Operator, on a one time basis, Operator agrees to provide Owner a copy of the drilling title opinion and the division order title opinion procured by Operator regarding the Lands, redacted as appropriate to delete proprietary information relating: (i) to property other than the Lands, and (ii) title to mineral interests other than those owned by Owner. Any title information will be provided with no warranty by Operator regarding its accuracy and completeness, and Operator will have no liability of any nature whatsoever in connection therewith.

5. Wells and Production Facilities.

(a) Operator Covenants. Operator agrees that it will not (and that it will cause its affiliates not to) locate, drill, deepen, recomplete, sidetrack or rework any well:

(i) from any surface location upon the Lands other than an Allowable Well within an OGOA as permitted by this Agreement; and

(ii) such that any portion of the well bore of an Allowable Well enters, penetrates or crosses into any portion of the Lands outside of an OGOA at a sub-surface depth of less than 500 feet below the surface. Operator will vote and make such elections and consents that it has the power to make under applicable operating agreements, unit operating agreements, unit agreements and other agreements consistent with this Agreement.

(b) Elevations. In connection with pre-construction consultation pursuant to Section 4 of this Agreement, Owner will provide to Operator grading and excavation plans for contemplated future development to assist Operator in locating its tank batteries and other permanent surface facilities within an OGOA. Operator will construct such surface facilities at the elevation indicated on Owner's grading and excavation plans and will contour resulting cuts or fills at an appropriate slope to meet the grade of the surrounding area, in accordance with the following procedures:

(i) Operator will determine the cost of modifying the existing grade of the surface of the OGOA to accommodate its surface facilities (i.e., the cost of



grading and excavation, including the cost of inspections, that Operator would reasonably expect to incur in the absence of the grade requirements imposed by this Section) (the "Original Cost").

(ii) Operator will determine the cost of modifying the existing grade to achieve the grade requirements imposed by this Section (*i.e.*, the cost of preparing a drillsite location (including the area necessary to drill, complete and operate a planned well) at elevations that comply with Owner's grading and excavation plans) (the "Modified Cost").

(iii) If the Modified Cost exceeds the Original Cost by 3% or less, then Operator will proceed with the work at Operator's expense. If the difference (the "Estimated Marginal Cost") exceeds such amount, Operator will give notice of the Original Cost and the Modified Cost (the "Cost Notice") to Owner, together with bids or cost estimates of Operator's excavation contractor for each cost figure. The Cost Notice will also: (A) identify the reasonable time in which such work must be completed to comply with Operator's critical path timeline for the project; and (B) include a copy of Operator's plans and specifications for the work to be performed.

(iv) Owner may give notice of its election to complete the work described in the Cost Notice in accordance with the provisions of Section 12 of this Agreement. If Owner does not give such a notice within fifteen days after its receipt of the Cost Notice, Owner will be deemed to have agreed to allow Operator to proceed with the work pursuant to Section 5(b)(v) below.

(v) If Owner does not elect to perform the work, Owner will pay the Estimated Marginal Cost to Operator within thirty days after its receipt of the Cost Notice or will provide Operator with a bond, letter of credit or other security acceptable to Operator for payment of such amount. If Owner fails to comply with the requirements of the preceding sentence within such thirty day period, Operator will be relieved of the grade requirements imposed by this Section 5(b) and may proceed to construct its drillsite location utilizing existing grade of the OGOA. Upon completion of the work, Operator will furnish Owner a full accounting of the costs and expenses of the work and, within ten days after receipt thereof: (A) Owner will reimburse Operator for the actual marginal cost of such work (*i.e.*, the actual costs and expenses incurred by Operator in performing the work minus the Original Cost), not to exceed 120% of the Estimated Marginal Cost; or (B) Operator will refund any overpayment to Owner, as applicable.

(c) Additional Wells. If necessary in Operator's reasonable business judgment to maximize the production of oil and gas from the Lands, Operator may reenter an OGOA upon which a well is located in order to drill additional wells on the OGOA, subject to Section 2(f) of this Agreement. If any Permitted OGOA Improvements are disturbed by Operator's gross negligence or willful misconduct during the course of such work, Operator will, upon the completion of drilling, completion, fracturing and reworking activities for such additional well, promptly repair such damage and restore the permitted im-



provements as closely as feasible to their condition immediately preceding such activities, at Operator's expense.

(d) Produced Water. With respect to any water produced from wells drilled on the OGOAs, Operator agrees to remove the same from the Lands and properly dispose of such produced water off the Lands. Operator will not construct evaporation pits for produced water, but may have a small "emergency pit" during drilling, completion, or re-working operations for produced water purposes.

(e) Maintenance. Operator agrees to fence pits and other dangerous areas created by its operations and at all times keep its well sites in good order and free of litter, debris, trash or spilled hydrocarbons.

(f) Compressors. The use of compressors within the OGOAs is limited to units serving Allowable Wells located within the affected OGOA.

(g) Directional Survey. Operator will conduct a Directional Survey of each well drilled on an OGOA to verify that such well is an Allowable Well that complies with the requirements of this Agreement and will furnish a copy of such survey to Owner within a reasonable time, not to exceed thirty days, after it is obtained by Operator. Such Directional Survey will be the same survey as provided to the COGCC as required.

(h) Inspections. Upon reasonable advance notice to Operator, Owner and its authorized agents and representatives will have access to the OGOAs, and will have the right to witness and observe all operations conducted thereon, including the drilling, logging, testing, casing, completing, Directional Surveying, and plugging and abandonment of any well thereon. If Owner elects to access the OGOAs, it will abide by Operator's safety procedures and Owner must be accompanied by Operator's designated representative. Owner will indemnify, defend and save and hold harmless Operator, its parent, subsidiaries, affiliates, and contractors, and each of their respective directors, officers, employees, agents and representatives from and against any claims and liabilities for damage to property or injury to persons arising out of the acts or omissions of Owner or its agents or representatives in connection with such inspections, except to the extent such claim or liability is attributable to the gross negligence or willful misconduct of Operator, its affiliates, or its contractors.

(i) Reports. Owner will have the right to inspect Operator's records with respect to such operations to verify Operator's compliance with this Agreement. Owner may review, at the Operator's office, reports (whether or not filed with an Applicable Agency) with respect to the drilling, logging, testing, casing, completing, Directional Surveying, and plugging and abandonment of any well. Such reports may not be copied or removed from Operator's offices without the prior written consent of Operator. Owner will maintain the confidentiality of all such information for so long as such information is not publicly available.



(j) Setbacks.

(i) Owner will not support any state or local setback requirements or other requirements or regulations that are or may become inconsistent with this Agreement or that would prohibit or interfere with the rights of Operator, its successors and assigns, to explore for and produce the oil and gas in accordance with this Agreement.

(ii) For a period of four (4) years from the date of this Agreement (but not the effective date), Owner will not: (A) record a plat (the "Platting Restriction") to create lots to build or construct commercial, industrial, residential or recreational facilities that will be located within 1,000 feet of any OGOA (the "1,000 Foot Buffer Area"); or (B) construct any commercial, industrial, residential or recreational buildings within the 1,000 Foot Buffer Area (the "Building Restriction").

(iii) During such four (4) year period, Owner agrees to notify Operator at least twelve (12) months in advance of its intent to file an application to plat lots for commercial, industrial, residential or recreational facilities within the 1,000 Foot Buffer Area. The Platting Restriction will terminate upon the expiration of such four (4) year period; provided, however, that if Operator completes the permitting process for its intended drilling program within an OGOA prior to the end of the four (4) year period, Operator will provide Owner with a written release of the Platting Restriction at the completion of its permitting process for that OGOA.

(iv) If Operator completes its drilling program within an OGOA prior to the expiration of the four (4) year period, Operator will provide Owner with a written release of the Building Restriction at the completion of its drilling program for that OGOA. If Operator has not completed its drilling program within four (4) years of the date of this Agreement (but not the effective date), then Operator has the option, but not the obligation, to pay five thousand dollars (\$5,000) per acre for any remaining 1,000 Foot Buffer Area not previously released, as described above, to extend the Building Restriction for one (1) additional year (the "Buffer Area Option"). The Buffer Area Option must be exercised in writing by Operator, and the acreage to be retained will be calculated (and the resulting compensation owed to Owner will be paid) at the time of Operator's election to exercise the Buffer Area Option. If Operator does not previously elect to exercise its Buffer Area Option, the Building Restriction will terminate upon the four (4) year anniversary of the date (but not the effective date) of this Agreement.

(k) Reclamation. In the event that Operator does not encounter commercial quantities of oil, gas, or other hydrocarbons at any well location and determines the location to be a "dry hole," or in the event Operator abandons a well, Operator will reclaim the affected portions of the OGOA and ROW in accordance with the provisions of Section 11 of this Agreement.

6. Road Construction and Use. Any roads constructed or used by Operator on the OGOAs or ROW will be constructed or used to the following specifications:



(a) Location. To the maximum extent possible, Operator will use existing roads designated by Owner for its operations. If construction of a new road is required, the route of the new road will be within the ROW.

(b) Specifications. The surface of all roadways will be made of compacted gravel, will not exceed 24 feet in width for traveled surface, and will comply with all Applicable Laws. Culverts will be placed in low areas for proper drainage.

(c) Gates. If requested by Owner, access to the Lands of Owner from any public road or from any adjoining land will be controlled by a swinging metal gate in addition to a cattle guard. Owner may lock gates across its private roads, provided that Operator will have the right to place its own locks on such gates.

(d) Maintenance. Operator will maintain existing and newly constructed roads used by Operator to the reasonable satisfaction of Owner. Operator agrees to keep roads used by it free of weeds, debris, and litter, and to conduct periodic pickup of trash caused by its operations or its contractors or employees. Operator will maintain unpaved roads used by it in good condition without excessive rutting or erosion so as to be passable by two wheel drive pickup trucks or similar vehicles. Such maintenance may include ditching, graveling, blading, mowing grass to avoid fire danger, installing and cleaning cattle guards, and spraying for noxious weeds. Subject to the provisions of Section 6(e) below, paved roads used by Operator will be maintained in good condition in compliance with applicable provisions of this Section, and Operator will repair damages resulting from Operator's use of such roads. Maintenance work will be done at such reasonable times as Owner will request. Owner will have no responsibility for road maintenance; provided, however, that Owner will repair any damage to such roads caused by the gross negligence or willful misconduct of Owner or its licensees or permittees or caused by the use of roads by construction equipment of Owner or its contractors. If roads are utilized by other oil and gas operators, Operator will have the right to assess such other road users for a pro-rata share of the cost of maintenance work performed by Operator.

(e) Road Paving. Owner, at its expense, may pave roads, or sections thereof, utilized by Operator, in which event the paved road will be engineered and constructed to carry vehicles with a gross vehicle weight rating (GVWR) of at least 104,000 pounds and a gross axle weight rating (GAWR) of at least 26,000 pounds per axle (the "Paved Road Standard"). Paved roads will be subject to the maintenance requirements of Section 6(d); provided, however, that (notwithstanding any provision of Section 6(d) or this Agreement to the contrary) Operator will not be responsible for damages to the travel surface of paved roads that were not constructed in compliance with the Paved Road Standard unless such damage was caused by the or gross negligence or willful misconduct of Operator or its contractors.

(f) Off-road Travel. No off-road travel is permitted, particularly off-road travel that has the effect of widening the road or area of damage.

(g) Signage. Operator agrees, if requested by Owner, to place an appropriate sign or signs on any road designating them as "private roads" and to assist Owner in the



control of the use of such roads by unauthorized users. The size and color of such signs will be subject to Owner's approval.

(h) Reclamation. Upon the cessation of use of any road, Operator will reclaim the affected portions of the OGOA and ROW in accordance with the provisions of Section 11 of this Agreement.

7. Pipelines.

(a) Location. All pipelines authorized under this Agreement will be located within OGOAs or ROWs.

(b) As-Built Survey. Promptly after the installation of a pipeline, Operator, at its expense, will provide Owner with a survey prepared by a Colorado licensed surveyor showing its "as built" depth and location.

(c) Limitation on Use. The pipelines permitted by this Agreement are limited to and include only pipelines used solely in connection with Allowable Wells.

(d) Abandonment and Reclamation. If Operator fails to use any pipeline for a period in excess of twenty-four consecutive months, the pipeline will be deemed abandoned. Upon the abandonment or other permanent cessation of use of a pipeline, Operator shall reclaim the affected portions of the OGOA in accordance with the provisions of Section 11 of this Agreement.

8. Utility Lines. Any power, telecommunication or other utility lines constructed by Operator on the OGOAs or ROW will be constructed and maintained to the following specifications:

(a) Location. All utility lines outside of an OGOA will be located within the ROW and are subject to the applicable provisions of this Section 8.

(b) Overhead Utility Lines. Operator will consult with Owner and with the independent utility company(ies) supplying utilities to Operator with respect to the location of overhead utility lines prior to construction, and will obtain Owner's written consent for such locations. Overhead utility lines will be constructed so as to minimize interference with Owner's current or contemplated uses of the Lands, and, to the maximum extent possible, overhead utility lines will be constructed along fence lines or property lines. Upon the replacement of overhead utility lines with underground lines pursuant to Section 8(c) below, Operator will remove the overhead lines and all associated poles, transformers, guy wires, anchors and other associated facilities.

(c) Underground Utility Lines. Operator may install underground utility lines within an OGOA or the ROW at any time. Within two months after a well has been placed in production, all associated above ground utility lines constructed by or for Operator downstream of the independent utility company's meters will be buried and all utility line trenches will be filled, compacted and reseeded to the reasonable satisfaction of Owner. To the extent feasible, utility lines will be installed at the same time and in the same ditch



as pipelines constructed pursuant to Section 7 of this Agreement. Buried utility lines will be installed at least 48 inches below the surface of the ground and will be constructed in such a manner to safely permit Owner to construct roads and utilities over such utility line in such locations as may reasonably be designated by Owner. Notwithstanding the foregoing, Owner may specify a greater line depth (not to exceed twenty feet below current grade or 48" below Owner's intended future grade, whichever is less) for all or specific portions of a utility line where required to accommodate cuts, grading, excavation or crossings associated with future development of the Lands. If Owner requires underground utility lines to be constructed at higher or lower elevations than those specified in this Section 8(c), the procedures described in Section 5(b) will apply (modified as necessary to reflect that utility lines are being constructed rather than surface facilities). Requirements authorized by this Section will be provided by Owner to Operator during pre-construction consultation pursuant to Section 4 of this Agreement. Promptly after their installation, Operator, at its expense, will provide Owner with a survey prepared by a Colorado licensed surveyor showing the "as built" depth and location of all underground utility lines.

9. Accommodation of Future Development. Notwithstanding any other provision of this Agreement, improvements and activities conducted by Operator pursuant to this Agreement will be subject to the following provisions:

(a) No Objection. Operator agrees that it will not object, oppose, or seek to prevent Owner from:

(i) obtaining any required permits to develop the Lands for such residential, commercial, industrial and other uses of any kind as Owner determines from time to time, or

(ii) developing the Lands, subject to Operator's rights under this Agreement. Operator agrees to execute and deliver letters of support of and non-objection to such development by Owner as may be requested by Owner from time to time.

(b) Setbacks. Owner and Operator, respectively, will comply with setback requirements equivalent to Commission Rule 603.a.(1) and Commission Rule 604 that may be imposed and made applicable to it by Applicable Laws. Operator will comply with Commission Rule 604 setback requirements with respect to Building Units and Designated Outside Activity Areas. In addition, Owner will be subject to the terms of Section 5(j) of this Agreement.

(c) Development Standards. Unless more strict requirements are imposed by Applicable Laws, facilities constructed by Operator pursuant to this Agreement will comply with the Minimum Standards attached hereto as Exhibit F (the "Minimum Development Standards").

10. Operations. Operator's operations on the OGOAs and ROW will be conducted according to the following specifications:



(a) Maintenance. Operator will at all times keep the OGOAs and ROW safe and in good order, free of noxious weeds, litter and debris, and will spray for noxious weeds upon reasonable demand by Owner or as required by the rules of the Commission.

(b) Revegetation. Operator will rehabilitate, restore, reclaim, and reseed all disturbed areas caused by Operator's operations in accordance with Section 11 of this Agreement.

(c) Cattle Guards and Fences. All cattle guards and fences installed by Operator will be kept clean and in good repair and will become the property of Owner upon the expiration of the Owner OGL covering that portion of the Lands.

(d) Toxic or Hazardous Materials. Operator will implement best management practices to avoid the spill, release or discharge of any pollutants, contaminants, chemicals, solid wastes, or industrial, toxic or hazardous substances or wastes on the Lands. Any such spill, release or discharge, including of oil, gas, grease or solvents, that occurs on the Lands will promptly be remediated in compliance with Applicable Laws. Any such spill, release or discharge that is reportable to regulatory authorities under Applicable Laws will be reported to Owner within 24 hours by telephone, fax, or e-mail, to be followed by copies of written notices that Operator has filed with regulatory authorities within five business days after such filing.

(e) Minimize Disturbance. Operator will remove only the minimum amount of vegetation necessary for the construction of roads, well locations, and other facilities. Topsoil will be conserved during excavation, stockpiled and reused as cover on disturbed areas to facilitate regrowth of vegetation.

(f) Paint. The color of paint for all surface facilities not subject to safety requirements will be painted pursuant to COGCC Rule 804 or other applicable regulations. Operator will re-paint surface facilities as needed to maintain compliance with applicable regulations.

(g) Living Quarters Prohibited. No living quarters will be constructed upon the Lands, except those temporary living quarters used by Operator during drilling, completion or reworking activities.

(h) Fencing. Operator will not fence any access roads without the prior consent of Owner.

(i) Gates. Operator and its employees, agents, and contractors will leave all gates located on the Lands as they found them: gates found closed are to be closed; gates found open are to be left open.

(j) No Firearms; Hunting; Dogs. None of Operator's employees, agents, or contractors, or any other person under the direction or control of Operator will be permitted to carry firearms or any other weapon on the Lands, and such persons will not hunt, fish, or engage in recreational activities on the Lands. No dogs will be permitted on the Lands at any time. Operator will notify all of its contractors, agents, and employees that no dogs,



firearms, weapons, hunting, fishing, or recreational activities will be allowed on the Lands. This provision does not apply to law enforcement units or personnel, whether on or off duty, who may serve as security contractors for Operator.

(k) Drugs and Alcohol. None of Operator's employees, agents, or contractors, or any other persons under the direction or control of Operator, will possess or be under the influence of alcohol or illegal drugs while on the Lands.

(l) Compliance With Laws; Permits. Operator will conduct operations and activities on the Lands in accordance with, and will strictly comply with, all Applicable Laws and the Applicable Agreements; provided, however, that the failure of Operator to comply with Applicable Laws will not constitute a breach of this Agreement unless such failure causes actual damage to Owner. Operator will also obtain any permit, consent, license, or other authorization required by Applicable Laws or an Applicable Agency. Operator will not conduct its operations on the Lands in a manner that causes the City or any agency thereof to declare a default by Owner under any of the Entitlement Documents; provided, however, that Operator will not be in default under this sentence if its operations have been conducted in compliance with its regulatory approvals granted to Operator by the City or in compliance with approvals or consents granted by Owner. Except as expressly provided herein, nothing in this Agreement will be deemed to waive or to relieve Operator from the obligation of complying with Commission Rules and other Applicable Laws.

(m) Dust Control. Operator will control dust from all roadways through the application of an appropriate dust suppressant.

11. Reclamation and Reseeding.

(a) Compliance With Laws. Portions of the Lands disturbed by Operator's activities pursuant to this Agreement will be reclaimed on an interim and final basis in compliance with Commission Rules 1003 and 1004, other Applicable Laws, this Agreement and the Minimum Standards. Except as expressly provided herein, nothing in this Agreement will be deemed to waive or relieve Operator from the obligation of complying with such rules, laws and standards. If Commission Rules contain different time limits for the performance of reclamation work on different categories of real property, the shortest time limit will be deemed to be applicable to the Lands.

(b) Restoration. Unless Owner otherwise agrees in writing, within the times provided in applicable Commission Rules in connection with Operator's operations on any OGOA or the ROW, Operator will comply with the following provisions:

(i) Operator will perform interim reclamation in accordance with Commission Rule 1003. Operator will use its best efforts to complete interim reclamation within the time limits prescribed by such rule, without requesting an extension thereof unless a delay is caused by conditions outside of the control of Operator.



(ii) Upon the plugging and abandonment of a well, Operator will fully restore and level the surface of the Lands affected by such terminated operations as near as possible to the contours that were established pursuant to Sections 5(b) or 8(c) of this Agreement (except as provided in Section 11(b)(iii) below). Operator will use water bars and other measures as appropriate to prevent erosion and non-point source pollution. Unless Owner, in its sole discretion, consents to the abandonment of such facilities in place, pipelines and underground utilities appurtenant to the well will be removed and the surface restored. Unless a shorter time is prescribed by Commission Rules, Operator will use its best efforts to complete its work under this subsection within one year after the final plugging and abandonment of the last well within an OGOA, without requesting an extension thereof unless a delay is caused by conditions outside of the control of the Operator.

(iii) In lieu of restoration pursuant to Section 11(b)(ii), Owner, in its sole discretion, may: (A) in writing specify alternate contours for such restoration that are more consistent with its current future development plans (in which event Owner will pay Operator any incremental additional costs resulting from such change in the work in a manner consistent with the adjustment of elevations within an OGOA pursuant to Section 5(b) of this Agreement); (B) direct Operator in writing not to reclaim specific areas, such as roads or utilities, that Owner desires to utilize for its future use of the Lands; or (C) to the extent permitted by Applicable Laws, require Operator to pay Operator's estimated costs of reclamation work as required by Applicable Laws or this Agreement to Owner and, in such event, Owner will conduct restoration work and Operator will be relieved of any obligation in connection therewith except as provided herein and Owner will execute a written release of Operator to that effect. To the extent required for the operation of this Section 11(b)(iii), Operator may seek an exemption from Commission Rule 1004 pursuant to the provisions of Rule 1001.c. Any reclamation work performed by Owner pursuant to this Section 11(b)(iii) will comply with or exceed the minimum reclamation standards imposed by Commission Rules. Notwithstanding any other provision of this Section, however, the performance of reclamation work by Owner pursuant to Section 11(b)(iii) will not relieve Operator of its environmental indemnity under Section 13(c) below.

(c) Revegetation. Unless otherwise agreed by Owner, all areas disturbed by Operator's activities will be reseeded with suitable grasses or crops approved by Owner (not to be unreasonably withheld if Operator's selection complies with rules of the Commission). In the absence of direction from Owner, no reseeded (except for borrow pits) will be required on any access roads existing as of the date of this Agreement or roads designated by Owner for retention pursuant to Section 11(b)(iii). It will be the duty of Operator to ensure that a growing ground cover is established upon disturbed soils and Operator will reseed as necessary to accomplish that duty.

(d) Weed Control. It will further be the duty of Operator to inspect and control all noxious weeds as may become established within areas used or disturbed by Operator. Operator will inspect disturbed areas from time to time and as Owner will reasonably request in order to determine the growth of ground cover and/or noxious weeds. Operator



will reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this will be a continuing obligation during the duration of this Agreement and Operator will reseed ground cover and/or control noxious weeds until areas disturbed by Operator are returned to as near condition as existed prior to construction. If Owner so requests, Operator will construct and remove fences for the purpose of temporarily excluding livestock from newly seeded areas.

12. Owner's Work. If Owner elects to conduct excavation or fill work pursuant to Sections 5(b) or 8(c) of this Agreement, the following provisions will apply:

(a) Prior to commencement, Owner will consult with Operator regarding the plans for the work, including elevations, slopes for any cut areas, stabilization and compaction of any fill areas, erosion control and revegetation.

(b) Owner will obtain all permits required for the work.

(c) The work will be performed at Owner's expense.

(d) All such work will be completed in a workmanlike manner in compliance with all Applicable Laws and in conformance with the reasonable specifications of Operator, including but not limited to Operator's safety procedures.

(e) Owner will diligently commence and pursue the work to completion.

(f) Operator will have the right to inspect Owner's work from time to time.

(g) Pursuant to Section 13 of this Agreement, Owner will indemnify Operator against any Claims arising out of work performed by Owner or its contractors. If Owner fails to complete excavation or fill work within the time limits imposed in an applicable Cost Notice, after at least ten days' notice to Owner, Operator may assume control of and complete such work. In such event, Owner will reimburse Operator for the reasonable costs and expenses incurred by Operator with regard to the completion of such work within ten days after receipt of an invoice and reasonable backup documentation substantiating the invoiced amounts. Notwithstanding the foregoing, if Owner's work is delayed for reasons outside of the reasonable control of Owner (including delays in the issuance of permits that were timely applied for and the issuance of which was diligently pursued), Owner will so notify Operator and the time for completion will be extended by the length of such delays.

13. Damages and Indemnities.

(a) Limitation of Damages. No party will be liable for, or be required to pay, punitive, exemplary, incidental or indirect damages to any other party for activities undertaken within the scope of this Agreement.

(b) Indemnification. Except as to claims arising out of pollution or environmental damage (which claims are governed by paragraph 13(c) below), each party will be



and remain responsible for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such party's operations or activities on the Lands, no matter when asserted, subject to applicable statutes of limitations. Each such party will release, defend, indemnify and hold the other party, its officers, directors, employees, agents and contractors, successors and assigns, harmless against all such Claims. This provision does not, and will not be construed to, create any rights directly enforceable by persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein.

For the purposes of clarification, certain future actions of Owner may include the sale of all or some portion of the Lands to individuals or entities that are not under the control of Owner. Claims asserted by such third party purchasers against Operator will not be deemed to arise from the "activities" of Owner within the meaning of this Section 13(b) and will not give rise to an obligation by Owner to indemnify Operator.

(c) Environmental Indemnity. The provisions of Section 13(b) above will not apply to any environmental matters, which will be governed exclusively by the following:

(i) "Environmental Claims" will mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Lands or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including any Claims arising from Environmental Laws (as defined below) or relating to asbestos or to naturally occurring radioactive material. Environmental Claims will not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

(ii) "Environmental Laws" will mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 *et seq.*), the Clean Water Act (33 U.S.C. §§ 466 *et seq.*), the Safe Drinking Water Act (14 U.S.C. §§ 1401 - 1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601 - 2629).

(iii) Indemnification. Operator will protect, defend, indemnify, and hold harmless Owner from any Environmental Claims relating to the Lands or the Owner OGL that arise out of Operator's operations on the Lands or its ownership and operation of any pipeline easement or right-of-way on the Lands. Owner will



fully protect, defend, indemnify and hold harmless Operator from any and all Environmental Claims relating to the Lands that arise out of Owner's operations on the Lands. This indemnity specifically covers the completion or fracturing or re-fracturing of any well drilled by Operator on the Lands or lands pooled or unitized therewith.

(d) Exclusion From Indemnities. The indemnities of the parties herein will not cover or include any amounts which the indemnified party is actually reimbursed by any Third Party, net of reasonable attorney's fees and costs incurred by the indemnified party in recovering such amounts. The indemnities in this Agreement will not relieve any party from any obligations to Third Parties.

(e) Effect of Assignment. Upon the assignment or conveyance of a party's entire interest in the Lands, that party will be released from its indemnification provided above, for all actions or occurrences happening after such assignment or conveyance.

(f) Several Liability. The liability under this Agreement of the entities comprising Owner will be several, and not joint or joint and several.

14. Release. To the maximum extent permitted by Applicable Laws, Operator releases and waives and discharges Owner, its affiliates, and their respective members, managers, officers, directors, employees, agents, attorneys, successors, and assigns, from any and all liability for personal injury, death, property damage, or otherwise arising out of Operator's or its agents' operations under this Agreement or Operator's use of Owner's property, unless such injury, death, or property damage is the result of Owner's gross negligence or willful misconduct.

15. Designated Contact Person. Operator and Owner will each from time to time designate an individual, with appropriate 24-hour telephone and fax numbers, who is to be the primary contact person for discussions and decisions concerning matters related to this Agreement. Current contact information is as follows:

Owner: GVRE 470, LLC; Green Valley Aurora LLC; GVR King LLC;  
GVR King Commercial LLC; Green Valley East LLC  
4908 Tower Road  
Denver, CO 80249  
Attn: Bruce Rau  
Telephone: (303) 486-8500  
Facsimile: (303) 486-8921

And to: GVRE 470, LLC; Green Valley Aurora LLC; GVR King LLC;  
GVR King Commercial LLC; Green Valley East LLC  
250 Pilot Road, Suite 140  
Las Vegas, NV 89119  
Attn: Robert M. Evans  
Facsimile: (702) 617-1727 — *ck this*

Additionally, notice to SJSA Investments will be given to:



SJSA Investments, LLC  
250 Pilot Road, Suite 140  
Las Vegas, NV 89119  
Attn: Cheryl Corley  
Facsimile: (702) 617-1727

Operator: Burlington Resources Oil & Gas Company LP  
c/o ConocoPhillips Company  
Real Property Administration  
PO Box 7500  
Bartlesville, OK 75005-7500

And to: Burlington Resources Oil & Gas Company LP  
c/o ConocoPhillips Company  
Attn: PTRRC  
34501 E. Quincy Ave, Building #1  
Watkins, CO 80137  
Phone: 303-268-3711  
Facsimile: 303-268-3730

Any notice permitted or required by this Agreement will be in writing and may be given by personal delivery, United States mail, overnight courier or facsimile directed to the contact person for the recipient at the address stated above or such other person or contract information as may be specified by a party in a notice given pursuant to this Section. All notices so given will be effective, if hand delivered, upon delivery to a person upon whom service of process can be made upon the recipient pursuant to Rule 4(e) of the Colorado Rules of Civil Procedure; if delivered by overnight courier, one business day after timely deposit with the courier service, charges for next business day delivery prepaid; if mailed, three days after deposit, postage prepaid, certified mail - return receipt requested, with the United States Postal Service; or if delivered by facsimile, upon confirmation of error free transmission.

16. Assignment or Designation of Operatorship. This Agreement will run with the Lands and will be assigned by Operator in connection with an assignment of all of Operator's oil and gas leasehold rights under any Owner OGL or the designation of operatorship for any well(s) or Owner OGL to a Third Party. Owner's written consent to an assignment will not be withheld if a reasonable business person would conclude that the proposed assignee has the financial strength and technical ability to perform the obligations of Operator under this Agreement. No assignment or designation will be effective unless and until the assignee or designee has executed an instrument expressly agreeing to assume all of Operator's obligations under this Agreement, the subject Owner OGL, and the Unrecorded Consideration and Compensation Agreement. Notwithstanding any such assignment, Burlington Resources Oil & Gas Company LP, ("BROG") will remain liable for all of the Operator's obligations and liabilities under this Agreement, limited to those obligations or liabilities arising before the date of such assignment or designation.



17. Enforcement Costs. If either party defaults under this Agreement, the defaulting party will pay any litigation costs and expenses, including reasonable attorney's fee, incurred by the non-defaulting party in enforcing this Agreement.

18. Insurance.

(a) Insurance Requirements. Except as stated in Section 18(b), Operator will maintain during the term of this Agreement:

(i) Workmen's Compensation Insurance which will comply with all applicable Workers' Compensation and Occupational Disease Laws and which will cover all of the Operator's employees performing any work or activities as to the Lands.

(ii) Liability. Commercial General Liability Insurance, including contractual liability coverage as well as sudden and accidental pollution liability coverage, with a combined bodily injury and property damage limit of not less than \$5,000,000 per occurrence.

(iii) Environmental. Environmental Impairment Liability Insurance with a limit of not less than \$5,000,000 per occurrence.

Operator shall ensure that it and its contractors' insurers waive all rights of recovery or subrogation against Owner, its parent, subsidiaries, affiliates, agents, directors, officers, employees, servants, co-lessees or co-venturers. As to such liability insurance, Owner shall be named as an additional insured to the extent of Operator's liabilities and obligations hereunder that are covered by such liability insurance. Such liability insurance of Operator shall be written on customary policy forms and by insurance companies with ratings of no less than A- VII or better. Upon request, Operator shall endeavor to furnish Owner with certificates of insurance evidencing compliance with this provision. All such certificates must be signed by authorized representatives of the insurance companies and provide for not less than ten days prior written notice to Owner in the event of cancellation affecting Owner's interest. Neither failure to comply, nor full compliance with the insurance provisions of this Agreement, shall limit or relieve Operator from its indemnity obligations in accordance with this Agreement. Operator agrees to maintain all such liability insurance in accordance with the terms of this Section 18 until the termination of this Agreement. On the second anniversary date of this Agreement, and every two years thereafter (or, upon request of Owner if the parties have failed to meet during any biennial period), the parties shall meet to discuss whether the policy limits stated in this Section 18 should be adjusted and, as appropriate, adjust such policy limits to reflect then-current economic conditions and industry practices.

(b) Self-Insurance. Notwithstanding the above, Operator may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law, provided that Operator provides Owner with a letter of self-insurance, a copy of which has been provided. Notwithstanding the foregoing, a parent guarantee is not required. The Operator's contractual obligations are in no way diminished by the submittal



of such self-insurance letter with respect to the liabilities assumed by the Operator in this Agreement. In the event of an assignment or transfer of this Agreement, as a condition precedent to the effectiveness of such assignment, the assignee or transferee shall be required to provide insurance coverage that is reasonably acceptable to Owner before Owner shall be required to consent to such assignment.

19. Bond.

(a) Compliance with Laws. Operator agrees to promptly purchase and post any and all bonds, supplemental bonds or other security which may be required of it pursuant to Applicable Laws.

(b) Well Abandonment Bond. Except as provided herein, Operator shall deliver to Owner a plugging and abandonment bond in the amount of \$100,000 per well to secure Operator's obligations to plug, abandon and restore the well and well site in accordance with Applicable Laws and the Applicable Agreements, issued by an insurance company, surety, or other financial institution with a rating of A- VII or better. Operator shall maintain this additional bond in full force and effect, at Operator's sole cost and expense, until the applicable well and well site have been permanently plugged, abandoned, and restored, all in accordance with Applicable Laws and the Applicable Agreements, and the Applicable Agency has accepted the notice of the plugging and abandonment of such well without requesting further action by Operator. Operator's intention not to renew, or its failure to maintain, the additional bond in force shall entitle Owner to full payment of the face amount of the bond. The requirements of this Section 19(b) shall apply specifically to the OGOAs and be personal to the Owner signatories to this Agreement below, their affiliates, and assignees that may succeed to ownership of the OGOAs, but not to any other successors and assigns. The requirements of this Section 19(b) shall apply to the initial successor or assign, but not to subsequent successors or assigns. The requirements of this Section 19(b) shall not apply so long as BROG or any of its affiliates is the Operator under this Agreement.

(c) Review. On the second anniversary date of this Agreement, and every two years thereafter (or, upon request of Owner if the parties have failed to meet during any biennial period), the parties shall meet to discuss whether the bond amounts stated in this Section 19 should be adjusted and, as appropriate, adjust such bond amounts to reflect then-current economic conditions and industry practices.

20. As-is/Where-is. Operator acknowledges that it is aware of all natural and manmade hazards on the Lands. Operator takes the Lands subject to all such hazards, as is, where is.

21. Conflicts. In the event of any conflict between this Agreement and any Owner OGL that covers the Lands, the terms and provisions of this Agreement will control.

22. Binding Effect. Except as provided in Section 19(b), this Agreement is binding upon and will inure to the benefit of the successors and assigns of the parties.



23. Applicable Law. This Agreement will be construed under the laws of the State of Colorado.

24. Recording and Covenant. The parties hereto agree that this Agreement will be recorded in the real property records of Adams County, Colorado and will supersede and replace the Memorandum. The Agreement constitutes a covenant running with title to the Lands as a burden thereon, for benefit of the parties, and enforceable by the parties and their successors and assigns.

25. Injunctive Relief. Each party agrees that if this Agreement is breached, or if a breach hereof is threatened, without limiting any other remedy available at law or in equity, an injunction, restraining order, specific performance and other forms of equitable relief will be available to non-breaching party. The parties acknowledge and agree that in the event of a breach of this Agreement, that any remedy at law may be inadequate and that the non-breaching party would suffer immediate and irreparable injury, loss and damage; and, to the fullest extent not prohibited by Applicable Laws, any action brought for such relief may be brought by the non-breaching party upon *ex parte* application and without notice or posting of any bond, and the breaching party expressly waives any requirement for notice or the posting of any bond. Any such relief or remedy will not be exclusive, but will be in addition to all remedies available at law or in equity.

26. Exhibits. The Exhibits referred to in this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.

27. References. References made in this Agreement, including use of a pronoun, will be deemed to include where applicable, masculine, feminine, singular or plural, individuals or entities. The word "including" will mean "including, without limitation." References herein to (or the incorporation by reference of) rules of the Commission; codes, rules and regulations of the City; or other applicable law will not give rise to a private contractual cause of action by Owner against Operator unless Owner or its interest in the Lands (including the future development potential of the Lands) is directly affected by an alleged violation of such rules, codes, regulations or other applicable law.

28. Term. This Agreement will continue until the termination of the Owner OGLs covering the Lands at which time this Agreement will terminate; provided, however, that the provisions of Sections 11, 13, 14, 19 and 30 of this Agreement will survive such termination. Operator may elect to terminate this Agreement for any previously undisturbed OGOAs by providing written notice to Owner thirty (30) days prior to the annual payment as described in Section A of the Compensation Agreement.

29. No Third Party Beneficiaries. This Agreement does not, and will not be construed to create any rights in persons or entities not a party to this Agreement.

30. Dispute Resolution.

(a) Dispute Resolution. In the event of any dispute, disagreement or controversy arising out of, relating to or connected with this Agreement or the Owner OGL, including Claims, Claims for compensation or damages, and the location of any well, surface



sites or facilities, access roads, utility lines or pipelines, the parties will use reasonable, good faith efforts to settle such dispute or Claim through negotiations with each other. If such negotiations fail to produce a mutually acceptable resolution to the matter in dispute, the parties will submit the same to non-binding mediation before a sole mediator. The mediation will be conducted by the Judicial Arbitrator Group, Inc., 1601 Blake St, Suite 400, Denver, CO 80202 ("JAG"). The matter in dispute will be submitted to mediation within fifteen days of a written demand for mediation from one party to the other. If the mediation is not successful, the matter in dispute will be submitted for final and binding arbitration by the same mediator to be held no later than thirty days after the conclusion of the mediation, as signified by a written notice from the mediator that mediation has terminated. Within five days of the date of the mediator's notice, any party desiring arbitration will concisely state the matter(s) in dispute, the position of the party with respect to such matter(s) and the party's proposed resolution of the same.

(b) Record of Agreement. During any negotiations conducted pursuant to this Agreement, the parties will keep and maintain a record of all issues upon which agreement has been reached. To narrow and focus the issues that may need to be resolved in an arbitration proceeding, each of the submittals by the parties will include all points that have been agreed to by the parties during their negotiations.

(c) Arbitration. Any arbitration proceeding will be conducted in accordance with the Uniform Arbitration Act found at C.R.S. §13-22-201 *et seq.* (or a successor statute). The purpose of the arbitrator's role is to produce a final decision of any matter submitted for arbitration to which the parties' herein agree to be bound. The place of arbitration will be at the offices of JAG in Denver, Colorado.

(d) Arbitrator. The JAG mediator/arbitrator will, ideally, be possessed of demonstrated experience in matters pertaining to the law of oil and gas development, and, at a minimum, Colorado law of real property governing the use and enjoyment of surface and subsurface estates. If the parties cannot reach agreement on the choice of JAG mediator/arbitrator within ten days of the original demand for arbitration (or such other time as may be agreed to by the parties), they will abide by the assignment of JAG mediator/arbitrator made by the JAG Administrator.

(e) Arbitration Standard. Any award in arbitration will provide Operator with OGOAs that are technically and economically feasible for the production of oil and gas from the Lands, taking into account the obligations of the parties to reasonably accommodate the interests of one another in accordance with Colorado law.

(f) Jurisdiction. For any matter requiring judicial resolution in connection with the arbitration, including the enforcement of any award, enforcement of this agreement to arbitrate, or injunctive relief to preserve the status quo pending arbitration, the parties agree to the exclusive jurisdiction of the State District Court of the City and County of Denver, Colorado.

(g) Fees and Costs. The parties will share equally in the cost of retaining the services of JAG for any mediation or arbitration conducted hereunder and each will be



solely responsible for its own costs and expenses of preparing for and pursuing any mediation or arbitration, and for converting any arbitration award into a judgment; provided, however, the arbitrator will have the power to award attorneys' and experts' fees in his or her discretion.

(h) Exclusion. Notwithstanding the foregoing, the following types of disputes will expressly be excluded from the provisions of this Section 30: (i) Environmental Claims; and (ii) Claims in which persons not bound by or consenting to these arbitration provisions are indispensable parties.

31. Force Majeure. Any time limit for the performance of obligations under this Agreement (including but not limited to the completion of reclamation responsibilities, but excluding the payment of money) shall be extended for delays due to fire, earthquake, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, acts of terrorism, strike or labor disputes and other like casualty or other causes beyond its reasonable control; provided, however, that:

(a) the affected party shall use diligent, reasonable efforts to minimize the duration of any delay; and

(b) such responsibilities shall continue, but with an extension of the completion deadline.

32. Amendments. This Agreement may only be amended by the written agreement of both parties.

33. Notice of Breach or Default Before Termination. An alleged breach or default by Operator of any obligation hereunder or the failure of Operator to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this Agreement nor be grounds for cancellation hereof in whole or in part for a period of at least thirty (30) days after Owner has given Operator written notice fully describing the breach or default, and if Operator does not dispute the breach, then only if Operator fails to remedy or commence to remedy the breach or default within such period.

34. Relationship of Owner and Operator. Owner and Operator acknowledge and agree that this Agreement does not create any special relationship between them including, without limitation, that of joint venturers or partners. Nothing in this Agreement shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principle-agent relationship between Owner and Operator for any purpose.

35. Severability. If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws applicable to this Agreement, Owner and Operator intend that the remainder of this Agreement shall remain in full force and effect so as to fulfill as fully as possible their intent as expressed by the then existing terms of this Agreement, including the invalidated provision.

36. Merger of Prior Agreements. This Agreement contains the sole and entire agreement and understanding of Owner and Operator with respect to the matters addressed in this



Agreement and shall supersede all prior agreements between Owner and Operator with respect to the matters covered herein, including without limitation the Surface Use and Damage Agreement effective May 18, 2011 by and between GVRE 470 LLC, Green Valley Aurora LLC, GVR King LLC, GVR King Commercial LLC, Green Valley East LLC, and SJSA Investments, LLC and Anadarko E&P Company LP, a Memorandum of which is recorded in the office of the Adams County Clerk and Recorder at Reception #2011000074695.

37. Counterparts: Execution. This Agreement may be signed in any number of counterparts, each of which will be considered an original for all purposes, with the same effect as if the signatures were upon the same instrument. Signatures affixed electronically or transmitted by facsimile or Internet will be effective for all purposes.

[Signature Pages follow]



[Signature Page – Operator]

DATED as of the year and date first above written.

**OPERATOR:**

**Burlington Resources Oil & Gas Company LP**

By: BROG GP LLC, its sole General Partner

By: *J.D. Adkins*  
Name: J.D. Adkins  
Title: Attorney-in-Fact  
Date: *Nov. 11, 2015*

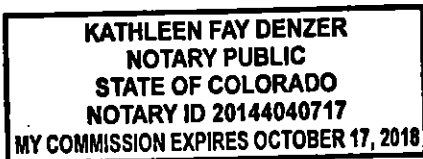
**ACKNOWLEDGMENT:**

STATE OF ~~TEXAS~~ CO )  
 ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November 2015, by J.D. Adkins, as Attorney-in-Fact of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership by BROG GP LLC, its sole General Partner.

Witness my hand and official seal.

*Kathleen L Denzer*  
Notary Public  
My Commission Expires: 10-17-2018





[Signature Page -- Owner]

DATED as of the year and date first above written.

**OWNER:**

**GVRE 470 LLC**, a Colorado limited liability company

By: Robert M. Evans  
Name: Robert M. Evans  
Title: Senior Vice President

**GVR King LLC**, a Colorado limited liability company

By: Robert M. Evans  
Name: Robert M. Evans  
Title: Senior Vice President

**Green Valley East LLC**, a Colorado limited liability company

By: Robert M. Evans  
Name: Robert M. Evans  
Title: Senior Vice President

**Green Valley Aurora LLC**, a Colorado limited liability company

By: Robert M. Evans  
Name: Robert M. Evans  
Title: Senior Vice President

**GVR King Commercial LLC**, a Colorado limited liability company

By: Robert M. Evans  
Name: Robert M. Evans  
Title: Senior Vice President

**SJSA Investments, LLC**, a Nevada limited liability company  
By: **LLG Management Inc.**, Manager

By: Cheryl Corley  
Name: Cheryl Corley  
Title: President

[ACKNOWLEDGMENTS FOLLOW]

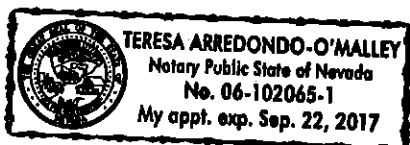


ACKNOWLEDGEMENTS:

STATE OF Nevada )  
 ) ss.  
COUNTY OF Clark )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2015, by Robert M. Evans, Senior Vice President of GVRE 470 LLC, a Colorado limited liability company.

Witness my hand and official seal.

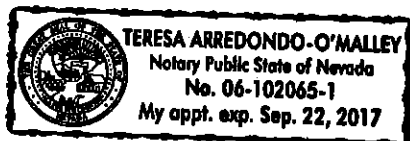


Teresa Arredondo-O'Malley  
Notary Public  
My Commission Expires: 09/22/2017

STATE OF Nevada )  
 ) ss.  
COUNTY OF Clark )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2015, by Robert M. Evans, Senior Vice President of Green Valley Aurora LLC, a Colorado limited liability company.

Witness my hand and official seal.

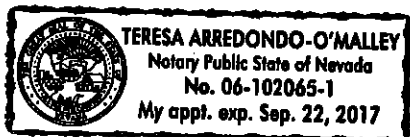


Teresa Arredondo-O'Malley  
Notary Public  
My Commission Expires: 09/22/2017

STATE OF Nevada )  
 ) ss.  
COUNTY OF Clark )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2015, by Robert M. Evans, Senior Vice President of GVR King LLC, a Colorado limited liability company.

Witness my hand and official seal.



Teresa Arredondo-O'Malley  
Notary Public  
My Commission Expires: 9/22/2017

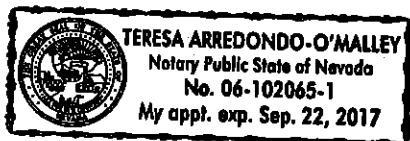
STATE OF Nevada )



COUNTY OF Clark ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December 2015, by Robert M. Evans, Senior Vice President of GVR King Commercial LLC, a Colorado limited liability company.

Witness my hand and official seal.

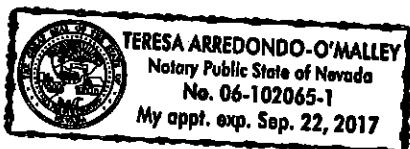


Teresa Arredondo-O'Malley  
Notary Public  
My Commission Expires: 9/22/2017

STATE OF Nevada )  
COUNTY OF Clark ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December 2015, by Robert M. Evans, Senior Vice President of Green Valley East LLC, a Colorado limited liability company.

Witness my hand and official seal.

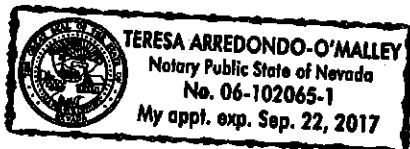


Teresa Arredondo-O'Malley  
Notary Public  
My Commission Expires: 9/22/2017

STATE OF Nevada )  
COUNTY OF Clark ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December 2015, by Cheryl Corley, President of LLG Management, Inc., Manager of SJSA Investments, LLC, a Nevada limited liability company.

Witness my hand and official seal.



Teresa Arredondo-O'Malley  
Notary Public  
My Commission Expires: 09/22/2017



**EXHIBIT A**  
**DESCRIPTION OF THE LANDS**

**1. GREEN VALLEY AURORA LLC**

Township 3 South, Range 66 West, 6<sup>th</sup> P.M.

**Section 13: W 1/2**

**Section 13: A Parcel of land lying within the S/2SW/4SE/4 described as follows:**

(Lot 1 Block 1 Windler Subdivision): Beginning a point on the South line of Section 13 whence the SE corner of Section 13 bears South 89 degrees 14 minutes 49 seconds East a distance of 1318.99 feet;

Thence North 89 degrees 14 minutes 49 seconds West along the South line of Section 13, a distance of 1318.99 feet;

Thence North 00 degrees 51 minutes 11 seconds East 662.05 feet, thence South 89 degrees 14 minutes 49 seconds East a distance of 1318.99 feet;

Thence South degrees 51 minutes 11 seconds West 662.05 feet to the Point of Beginning.  
*Containing 20.05 acres, more or less.*

LESS AND EXCEPTING THEREFROM, A parcel of land No. TK-114A of the E-470 Public Highway Authority being a part of Windler Subdivision recorded in Book 13 Page 130, being more particularly described as follows:

Note: For the purpose of this description the bearings are based on the City of Aurora state plane coordinated points, "Jog" and "Elway" being North 78 degrees 54 minutes 09 seconds East.

Commencing at the Southeast Corner of said Section 13;

Thence South 89 degrees 38 minutes 26 seconds West, 1323.37 feet, along the southerly line of said Section 13 to the Southeast corner of said Windler Subdivision;

Thence North 00 degrees 10 minutes 25 seconds West 40.00 feet along the easterly line of said Windler Subdivision to a point on the northerly Right-of-Way line as dedicated in said Windler Subdivision and TRUE POINT OF BEGINNING;

Thence South 89 degrees 38 minutes 26 seconds West, 61.91 feet along said northerly Right-of-Way line;

Thence North 00 degrees 21 minutes 34 seconds West 30.00 feet;

Thence North 85 degrees 53 minutes 59 seconds East 62.15 feet to a point on said easterly line;



Thence South 00 degrees 10 minutes 25 seconds East 34.06 feet along said easterly line to the Point of Beginning. *Containing 0.0456, more or less*

Section 13: NE4, more thoroughly described as follows:

A PARCEL OF LAND BEING IN THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 13; THENCE N89°41'28"E, ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13, A DISTANCE OF 1123.11 FEET TO THE NORTHWEST CORNER OF PARCEL TK-116 OF THE E-470 PUBLIC HIGHWAY AUTHORITY AS RECORDED IN BOOK 4667, PAGE 306 ADAMS COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL TK-116 THE FOLLOWING SEVEN (7) COURSES:

1. S00°00'11"W, A DISTANCE OF 100.00 FEET;
2. S86°50'01"E, A DISTANCE OF 893.46 FEET;
3. S59°49'06"E, A DISTANCE OF 90.03 FEET;
4. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08°20'42", A RADIUS OF 908.51 FEET, AN ARC LENGTH OF 132.32 FEET, AND WHOSE CHORD BEARS S12°28'35"E, A DISTANCE OF 132.21 FEET;
5. S16°39'16"E, A DISTANCE OF 349.92 FEET;
6. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 15°30'42", A RADIUS OF 1055.92 FEET, AND AN ARC LENGTH OF 285.87 FEET;
7. S01°08'34"E, A DISTANCE OF 1700.87 FEET

TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 13; THENCE S89°40'25"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2293.83 FEET TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 13;

THENCE N00°07'54"W, ALONG THE WEST LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 13, A DISTANCE OF 2648.05 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 133.196 ACRES (5,802,001 SQ. FT.) OF LAND MORE OR LESS.

**Section 24: NW/4, S/2**

Less and Except the following lands that are within Sections 13 & 24:

Commencing at the Southwest corner of said Section 24; thence North 89 degrees 33 minutes 45 seconds East along the south line of said Section 24, a distance of 30 feet to a point on the east Right-of-Way line of Piccadilly Road as recorded in Road Petition No. 42, Road Book 1 Pages 92-98, Arapahoe County Records said point also being the true point of beginning.



Thence North 89 degrees 33 seconds 45 East continuing along the south line of said Section 24, a distance of 42.00 feet;

Thence North 00 degrees 16 minutes 46 seconds parallel with and 72.00 feet East of the West Line of the SW/4 of said Section 24, a distance of 2651.81 feet to the South line of the NW/4 of said Section 24.

Thence North 00 degrees 17 minutes 02 seconds parallel with and 72.00 feet East of the West Line of the NW/4 of said Section 24 a distance of 2650.39 feet to the South line of the SW/4 of said Section 13.

Thence North 00 degrees 02 minutes 04 seconds parallel with and 72.00 feet East of the West Line of the SW/4 of said Section 13 a distance of 2653.57 feet to the South line of the NW/4 of said Section 13.

Thence North 00 degrees 01 minutes 56 seconds parallel with and 72.00 feet East of the West Line of the NW/4 of said Section 13 a distance of 2646.91 feet to a point on the North line of the NW/4 of said Section 13.

Thence South 89 degrees 39 minutes 02 seconds West along said North line of the NW/4 a distance of 42.00 feet to a point on said East Right-of-Way line of Piccadilly Road;

Thence along said East Right-of-Way line of Piccadilly Road for the following 4 courses;

1. South 00 degrees 01 minutes 56 seconds East parallel with and 30.00 feet East of the West line of the NW/4 of Section 13, a distance of 2646.89 feet to said South line of said NW/4 of Section 13;
2. South 00 degrees 02 minutes 04 seconds East parallel with and 30.00 feet East of the West line of the SW/4 of Section 13, a distance of 2653.62 feet to said South line of said SW/4 of Section 13;
3. South 00 degrees 17 minutes 02 seconds East parallel with and 30.00 feet East of the West line of the NW/4 of Section 24, a distance of 2650.39 feet to said South line of said NW/4 of Section 24;
4. South 00 degrees 16 minutes 46 seconds East parallel with and 30.00 feet East of the West line of the SW/4 of Section 24, a distance of 2651.84 feet to said South line of said NW/4 of Section 24 to the Point of Beginning.

Also excepting:

A metes & bounds description lying in the SW/4 of Section 13 and the N/2NW/4 of Section 24 being more particularly described as follows:

Beginning at the North one quarter corner of said section 24; thence South 00 degrees 16 minutes 29 seconds East along the East Line of the NW/4 of Section 24 a distance of 98.15 feet;



Thence South 89 degrees 43 minutes 31 seconds West of 57.00 feet;

Thence along the arc of a non-tangent curve to the left, having a central angle of 92 degrees 52 minutes 48 seconds, a radius of 25.00 feet, an arc length of 40.53 feet and whose chord bears North 46 degrees 42 minutes 53 seconds a distance of 36.23 feet;

Thence along the arc of a compound curve to the left having a central angle of 37 degrees 52 minutes 57 seconds, a radius of 883.00 feet an arc length of 563.82 feet and whose chord bears South 67 degrees 54 minutes 14 seconds West a distance of 573.24 feet;

Thence South 48 degrees 57 minutes 46 seconds West a distance of 400.00 feet;

Thence along the arc of a curve to the right having a central angle of 24 degrees 08 minutes 16 seconds, a radius of 1027.00 feet and an arc length of 432.66 feet;

Thence along the arc of a reverse curve to the left having a central angle of 86 degrees 17 minutes 26 seconds, a radius of 25.00 feet an arc length of 37.65 feet and whose chord bears South 29 degrees 57 minutes 19 seconds West a distance of 34.19 feet;

Thence South 76 degrees 15 minutes 21 seconds West a distance of 74.00 feet;

Thence along the arc of a non-tangent curve to the left having a central angle of 86 degrees 57 minutes 07 seconds, a radius of 25.00 feet an arc length of 37.94 feet and whose chord bears North 56 degrees 39 minutes 58 seconds West a distance of 34.40 feet;

Thence along the arc of a reverse curve to the right having a central angle of 09 degrees 51 minutes 29 seconds, a radius of 1027.00 feet an arc length of 176.00 feet and whose chord bears South 84 degrees 47 minutes 13 seconds West a distance of 176.48 feet;

Thence South 89 degrees 42 minutes 58 seconds West a distance of 957.29 feet;

Thence along the arc of a curve to the left having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and an arc length of 39.27 feet to point on the East line of a Parcel of land recorded at Reception # 200611700055880 Adams County Clerk & Recorder's Office;

Thence North 00 degrees 17 minutes 02 seconds West along said East line a distance of 194.00 feet; thence along the arc of a non-tangent curve to the left, having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet an arc length of 39.27 feet and whose chord bears South 45 degrees 17 minutes 02 seconds East, a distance of 35.36 feet;

Thence North 89 degrees 42 minutes 58 seconds East, a distance of 957.29 feet;

Thence along the arc of a curve to the left having a central angle of 09 degrees 10 minutes 05 seconds a radius of 883.00 feet and an arc length of 141.29 feet;



Thence along the arc on a non-tangent curve to the left having a central angle of 93 degrees 44 minutes 17 seconds a radius of 25.00 feet an arc length of 40.90 feet and whose chord bears North 33 degrees 40 minutes 44 seconds East, a distance of 36.49 feet;

Thence North 76 degrees 18 minutes 06 seconds East a distance of 74.00 feet;

Thence along the arc of a non-tangent curve to the left having a central angle of 94 degrees 02 minutes 29 seconds, a radius of 25.00 feet an arc length of 41.03 feet and whose chord bears South 60 degrees 43 minutes 09 seconds East a distance of 36.58 feet;

Thence along the arc of a compound curve to the left, having a central angle 23 degrees 17 minutes 51 seconds a radius of 883.00 feet an arc length of 359.04 feet and whose chord bears North 60 degrees 36 minutes 41 seconds East a distance of 356.57 feet;

Thence North 48 degrees 57 minutes 46 seconds East, a distance of 400.00 feet;

Thence along the arc of a curve to the right having a central angle of 38 degrees 25 minutes 43 seconds, a radius of 1027.00 feet and an arc length of 688.81 feet;

Thence along the arc of a reverse curve to the left having a central angle of 87 degrees 30 minutes 20 seconds, a radius of 25.00 feet an arc length 38.18 feet and whose chord bears North 43 degrees 38 minutes 18 seconds East, a distance of 57.00 feet to a point on the East Line of the SW/4 of Section 13;

Thence South 00 degrees 06 minutes 52 seconds East along said East Line a distance of 95.83 feet to the True Point of Beginning *containing 9.366 acres, more or less*



## 2. GREEN VALLEY EAST LLC

### Parcel 1:

All of Section 29, Township 3 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

Less and except that parcel of land in Section 29, commencing at the Southwest corner of said Section 29; Thence along the westerly line of the Southwest Quarter of said Section 29 North 00 degrees 08' 25" West 208 feet to the Northerly line of the Southerly 208.00 feet of the Westerly 208.00 feet of said Southwest Quarter; Thence along said **Northerly line North 89 degrees 35' 45" East 72.00 feet to the Easterly line of that parcel of land described as Exhibit C** in a Deed recorded under Instrument No. 20060417000386390 in the Adams County Clerk and Recorder's Office and the Point of Beginning; Thence along said Easterly line North 00 degrees 08' 25" West 2459.02 feet to the Northerly line of said Southwest Quarter; Thence along said Northerly line North 89 degrees 33' 44" East 2569.01 feet to the Northeast Corner of said Southwest Quarter; Thence along the Northerly line of the Southwest Quarter of said Section 29 North 89 degrees 33' 44" East 1069.52 feet; Thence parallel with the Easterly line of said Southeast Quarter South 00 degrees 17' 06" East 2639.10 feet to a line parallel with and 30.00 feet Northerly from the Southerly line of said Southeast Quarter; Thence along said parallel line South 89 degrees 35' 39" West 1071.62 feet; Thence along a line parallel with and 30.00 feet Northerly from the Southerly line of said Southwest Quarter South 89 degrees 35' 45" West 2347.58 feet to the Easterly line of said Southerly 208.00 feet of the Southwest Quarter; Thence along said Easterly line North 00 degrees 08' 25" West 178.00 feet to said Northerly line of the Southerly 208.00 feet to the Westerly 208.00 feet of the Southwest Quarter; Thence along said Northerly line South 89 degrees 35' 45" West 136.00 feet to the Point of Beginning.

Also excepting that tract in the W2W2 of Section 29, more particularly described as follows:

Beginning at the northwest corner of Section 29; Thence North 89 degrees 23' 49" East along the north line of the northwest quarter of Section 29, a distance of 72.00 feet; Thence South 00 degrees 15' 19" East parallel with and 72.00 feet east of the west line of the northwest quarter of Section 30, a distance of 1327.98 feet; Thence South 00 degrees 15' 13" East parallel with and 72.00 feet east of the east line of the northeast quarter of Section 30, a distance of 1327.28 feet to the north line of the southwest quarter of Section 29; Thence South 00 degrees 08' 25" East parallel with and 72.00 feet east of the west line of the southwest quarter of Section 29, a distance of 2637.02 feet to the north right-of-way of 26<sup>th</sup> Avenue, as recorded in Road Petition No. 662, Adams County records; Thence South 89 degrees 35' 44" West along said north right of way, a distance of 72.00 feet to the west line of Section 29; Thence north along the west line of Section 29 to the northwest quarter of Section 29, the point of beginning.



**Parcel 2:**

The S2SW4, NW4SW4, a parcel of land in the NE4SW4, and the E2 of Section 19, Township 3 South, Range 65 West of the 6<sup>th</sup> P.M., Adams County, Colorado as follows:

The following described parcels of real property located in the County of Adams, State of Colorado:

**Hickey Parcel:**

The South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 3 South, Range 65 West of the 6th Principal Meridian, except that part described in instrument recorded January 17, 1972, in Book 1774 at Page 338, and that portion described in instrument recorded October 27, 1983, in Book 2804 at Page 835, County of Adams, State of Colorado and further excepting therefrom the following described parcel of land:

A parcel of land in the South half of the Southwest quarter of Section 19, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the Southwest corner of said Section 19; thence North  $89^{\circ}20'57''$  East along the Southerly line of said South half of the Southwest quarter of Section 19, a distance of 40.00 feet to the Easterly deed line of Gun Club Road as recorded in Book 1774, Page 338, Adams County, Colorado, Clerk and Recorder's Office, being the POINT OF BEGINNING; thence North  $00^{\circ}13'42''$  West along the said Easterly deed line

being 40.00 feet Easterly of and parallel with the Westerly line of said South half of the Southwest quarter of Section 19, a distance of 781.75 feet;

Thence North  $89^{\circ}20'57''$  East, a distance of 2575.48 feet to the Easterly line of said South half of the Southwest quarter of Section 19;

Thence South  $00^{\circ}18'57''$  East along said Easterly line a distance of 781.74 feet to the South quarter corner of said Section 19;

Thence South  $89^{\circ}20'57''$  West along the Southerly line of said South half of the Southwest quarter of Section 19, a distance of 2576.67 feet to the POINT OF BEGINNING,

Also excepting that portion more particularly described in Rule and Order recorded December 13, 1996, in Book 4898, Page 867 and Page 895.

County of Adams, State of Colorado.

**Kinnaird Parcel:**

A parcel of land located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 19, Township 3 South, Range 65 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at the SW corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 19; whence the TRUE POINT OF BEGINNING bears N $89^{\circ}01'35''$ W, a distance of 326.42 feet; thence N $01^{\circ}38'47''$ E, a distance of 653.04 feet to a point; thence S $88^{\circ}59'05''$ E, a distance of 327.05 feet; thence S $1^{\circ}40'38''$ W, a distance of 652.81 feet; thence N $89^{\circ}01'35''$ W, a distance of 326.70 feet to the TRUE POINT OF BEGINNING.

County of Adams, State of Colorado.



**Krajowski Parcel:**

A parcel of land located in the NE1/4 of the SW1/4 of Section 19, Township 3 South, Range 65 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at the SW corner of the NE1/4 of the SW1/4 of said Section 19; thence S89°01'35"E, a distance of 326.42 feet; thence N1°38'47"E, a distance of 653.04 feet to the TRUE POINT OF BEGINNING;

thence N1°38'47"E, a distance of 653.04 feet to a point on the North line of said NE1/4; thence S88°56'35"E, a distance of 327.40 feet; thence S1°40'38"E, a distance of 652.80 feet; thence N88°59'05"W, a distance of 327.05 feet to the POINT OF BEGINNING,

EXCEPT the North 30 feet thereof,  
County of Adams, State of Colorado.

**Machuga Parcel:**

Lots 1 and 2, Except the North 5 feet,  
DREHER SUBDIVISION,  
County of Adams, State of Colorado.

**McVey Parcel:**

The East 1/4 of Section 19, Township 3 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado, and

All of Section 29, Township 3 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado, EXCEPT that portion falling within Road Petition #622 and The North 1/2 of the Northeast 1/4 of Section 30, Township 3 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado,

And A parcel of land being the Northeast 1/4 of the Northwest 1/4 of Section 30 and a part of the North 1/2 of Lot 1 of Section 30 as shown on the original G.L.O. Plat (previously described as being in the North 1/2 of the Northwest 1/4 of Section 30), Township 3 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of said Section 30; thence North 89° 21' 01" East, 497.46 feet, along the Northerly line of said Section 30 to the Northeast corner of parcel TK-108 as described in Book 4898 at Page 878 of the Adams County public records and the TRUE POINT OF BEGINNING; Thence continuing North 89° 21' 01" East, 794.33 feet, along said Northerly line to the Northeast corner of said Lot 1, also being the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence North 89° 21' 01" East, 1324.92 feet, continuing along said Northerly line to the North 1/4 corner of said Section 30;

Thence South 00° 11' 52" East, 1325.93 feet, along the Easterly line of said Northeast 1/4 of the Northwest 1/4, to the Southeast corner of said Northeast 1/4 of the Northwest 1/4; Thence South 89° 23' 17" West, 1325.40 feet, along the Southerly line of said Northeast 1/4 of the Northwest 1/4, to the Southwest corner of said Northeast 1/4 of the Northwest 1/4; thence North 00° 10' 36" West, 0.61 feet, along the Westerly line of said Northeast 1/4 of the Northwest 1/4, to the Southeast corner of said North 1/2 of Lot 1;

Thence South 89° 23' 17" West, 1218.40 feet, along the Southerly line of said North



1/4 of Lot 1, to the Southeast corner of said parcel TK-108 and a point of non-tangent curvature; Thence along the arc of a curve to the Right, whose center bears South 86° 39' 24" East, 2221.84 feet, thru a central angle of 19° 25' 01", an arc length of 752.96 feet, whose chord bears North 13° 03' 06" East, 749.36 feet, along the Easterly line of said parcel to a point of tangency;

Thence North 22° 45' 37" East, 616.02 feet, continuing along said Easterly line to a point of curvature; thence along the arc of a curve to the Left, whose center bears North 67° 14' 23" East, 1707.03 feet, thru a central angle of 01° 06' 07", an arc length of 32.83 feet, whose chord bears North 22° 12' 33" East, 32.83 feet, continuing along said Easterly line to the Northeast corner of said parcel TK-108 and the POINT OF BEGINNING,

EXCEPT the following parcel of land:

A parcel of land No. TK-108-1 of the E-470 Public Highway Authority, being a part of Section 30, Township 3 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of said Section 30;

Thence North 89° 21' 01" East, 497.46 feet, along the Northerly line of said Section 30 to the Northeast corner of parcel TK-108 as described in Book 4898 at Page 878 of the Adams County public records and the TRUE POINT OF BEGINNING;

Thence continuing North 89° 21' 01" East, 400.30 feet, along said Northerly line;

Thence South 00° 00' 00" East, 362.38 feet;

Thence South 35° 20' 50" West, 573.10 feet;

Thence South 00° 00' 00" East, 497.94 feet, to a point on the Southerly line of the North half of Lot 1 of the original GLO Plat;

Thence South 89° 23' 17" West, 488.71 feet, along said Southerly line to the Southeast corner of said parcel TK-108 and a point of non-tangent curvature; thence along the arc of a curve to the Right, whose center bears South 86° 39' 24" East, 2221.84 feet, thru a central angle of 19° 25' 01", an arc length of 752.96 feet, whose chord bears North 13° 03' 06" East, 749.36 feet, along the Easterly line of said parcel to a point of tangency; Thence North 22° 45' 37" East, 616.02 feet, continuing along said Easterly line to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 67° 14' 23" West, 1707.03 feet, thru a central angle of 01° 06' 07", an arc length of 32.83 feet, whose chord bears North 22° 12' 33" East, 32.83 feet, continuing along said Easterly line to the Northeast corner of said parcel TK-108 and the POINT OF BEGINNING, and

EXCEPT that portion conveyed to Tom Mussallem in Special Warranty Deed recorded July 22, 2004, at Reception Number 20040722000649790,

EXCEPT that portion conveyed to Tom Mussallem in Special Warranty Deed recorded September 10, 2004, at Reception Number 20040910000885820,

EXCEPT that portion conveyed to Green Valley Ranch East Metropolitan District No. 1 in Special Warranty Deed recorded January 17, 2006, at Reception Number 20060117000055890,

EXCEPT that portion conveyed to City of Aurora, Colorado in Special Warranty Deed recorded April 17, 2006, at Reception Number 20060417000386390, EXCEPT that portion conveyed to

SJSA Investments, LLC, a Nevada limited liability company in Special Warranty Deed recorded December 26, 2006 at Reception Number 2006001012450, EXCEPT that portion conveyed to City of Aurora, Colorado in Warranty Deed recorded August 20, 2007, at Reception Number 2007000079863,

County of Adams, State of Colorado.



### 3. GVR KING LLC

#### PARCEL I:

A parcel of land lying within the Southwest quarter of Section 20, Township 3 South, Range 65 West, of the Sixth Principal Meridian, City of Aurora, more particularly described as follows:

Beginning at the Southwest corner of said Section 20:

Thence along the Southerly line of said Southwest quarter, North  $89^{\circ}23'49''$  East 1254.70 feet:

Thence departing said Southerly line, North  $00^{\circ}22'36''$  West 1875.34 feet to the Northerly boundary of the land described in the Special Warranty Deed to Terrance G. King, recorded August 29, 1991 at Reception No. 51020174 in the Office of the Clerk and Recorder of said county:

Thence along said Northerly boundary, South  $89^{\circ}45'29''$  West 1254.69 feet to the Westerly line of said Southwest quarter:

Thence along said Westerly, South  $00^{\circ}22'36''$  East 1883.25 feet to the Point of Beginning.  
County of Adams,  
State of Colorado.

#### PARCEL II:

A parcel of land lying within the Southwest Quarter of Section 20, Township 3 South, Range 65 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the Southwest Corner of said Section 20:

Thence along the Southerly line of said Southwest Quarter, North  $89^{\circ}23'49''$  East 1254.70 feet to the point of beginning:

Thence continuing along said Southerly line, North  $89^{\circ}23'49''$  East 1260.01 feet:

Thence departing said Southerly line, North  $00^{\circ}22'36''$  West 1867.41 feet to the Northerly boundary of the land described in the Special Warranty Deed to Terrance G. King, recorded August 29, 1991 at Reception No. B1020174 in the Office of the Clerk and Recorder of said County:

Thence along said Northerly boundary, South  $89^{\circ}45'29''$  West 1260.00 feet to a line that bears North  $00^{\circ}22'36''$  East and passes through the point of beginning:

Thence departing said Northerly boundary, South  $00^{\circ}22'36''$  East 1875.34 feet to the Point of Beginning.



County of Adams.  
State of Colorado.

**PARCEL III:**

A parcel of land lying within the South half of Section 20, Township 3 South, Range 65 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the Southwest Corner of said Section 20;

Thence along the Southerly line of said Southwest Quarter of said Section 20, North 89°23'49" East 2514.71 feet to the point of beginning;

Thence continuing along said Southerly line, North 89°23'49" East 127.01 feet to the South Quarter Corner of said Section 20;

thence along the Southerly line of the Southeast Quarter of said Section 20, North 89°23'49" East 1138.32 feet;

Thence departing said Southerly line, North 00°22'36" West 1859.39 feet to the Northerly boundary of the land described in the Special Warranty Deed to Terrance G. King, recorded

August 29, 1991 at Reception No. B1020174 in the Office of the Clerk and Recorder of said County;

Thence along said Northerly boundary, South 89°45'29" West 1265.39 feet to a line that bears North 00°22'36" East and passes through the point of beginning;

Thence departing said Northerly boundary, South 00°22'36" East 1867.41 feet to the Point of Beginning.

County of Adams.  
State of Colorado.



**SCHUH PARCEL:**

**A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 20,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20;**

**THENCE, ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF  
SECTION 20, SOUTH 89°53'05" EAST 1048.91 FEET;**

**THENCE, DEPARTING SAID NORTHERLY LINE, SOUTH 00°16'13" EAST  
3425.59 FEET;**

**THENCE SOUTH 89°45'29" WEST A DISTANCE OF 1043.96 FEET TO THE  
WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20;**

**THENCE, ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER,  
NORTH 00°22'55" WEST 775.03 FEET TO THE WEST QUARTER CORNER OF  
SAID SECTION 20;**

**THENCE, ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER,  
NORTH 00°20'38" WEST 2657.11 FEET TO THE POINT OF BEGINNING.**

**County of Adams,  
State of Colorado.**

**Note: The following Disclosure is made pursuant to C.R.S. 38-35-106.5  
said description created by Survey prepared by  
Aztec Consultants,  
300 East Mineral Avenue, Suite 1,  
Littleton, CO 80122  
Job No: 19307-13  
Dated: April 18, 2007.**



#### 4. SJSA INVESTMENTS, LLC

A parcel of land being a portion of the South half of Section 29, Township 3 South, Range 65 West of the Sixth Principal Meridian, in the County of Adams, State of Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Section 29;  
Thence along the Westerly line of the Southwest Quarter of said Section 29 North 00°08'25" West 208.00 feet to the Northerly line of the Southerly 208.00 feet of the Westerly 208.00 feet of said Southwest Quarter;  
Thence along said Northerly line North 89°35'45" East 72.00 feet to the Easterly line of that Parcel of land described as Exhibit C in Deed recorded under Instrument No. 20060417000386390 in the Adams County Clerk and Recorder's Office and the Point of Beginning;  
Thence along said Easterly line North 00°08'25" West 2459.02 feet to the Northerly line of said Southwest Quarter;  
Thence along said Northerly line North 89°33'44" East 2569.01 feet to the Northeast Corner of said Southwest Quarter;  
Thence along the Northerly line of the Southeast Quarter of said Section 29 North 89°33'44" East 1069.52 feet;  
Thence parallel with the Easterly line of said Southeast Quarter South 00°17'06" East 2639.10 feet to a line parallel with and 30.00 feet Northerly from the Southerly line of said Southeast Quarter;  
Thence along said parallel line South 89°35'39" West 1071.62 feet;  
Thence along a line parallel with and 30.00 feet Northerly from the Southerly line of said Southwest Quarter South 89°35'45" West 2437.58 feet to the Easterly line of said Southerly 208.00 feet of the Westerly 208.00 feet of the Southwest Quarter;  
Thence along said Easterly line North 00°08'25" West 178.00 feet to said Northerly line of the Southerly 208.00 feet of the Westerly 208.00 feet of the Southwest Quarter;  
Thence along said Northerly line South 89°35'45" West 136.00 feet to the Point of Beginning,

County of Adams,  
State of Colorado.

#### 5. GVR KING COMMERCIAL LLC

Township 3 South, Range 65 West, 6<sup>th</sup> P.M.

Sections 21 and 28: A Parcel of land being a portion of the SW/4 of Section 21 and the W/2 of Section 28, all in Township 3 South, Range 65 West, of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 28, whence the South Quarter Corner of said section 28 bears South 89°54'42" East 2662.68 feet, and all bearings are made as a reference heron;

THENCE, along the southerly line of the SW/4 of said section 28, South 89°54'42" East 210.00 feet to the Southeast Corner of the certain parcel of land described in Book 798 at Page 210 of the records of the Clerk and Recorder of said Adams County;



THENCE, along the easterly boundary of said parcel of land, North 00°17'17" West 30.00 feet to the intersection of said easterly boundary and a line parallel with and distant 30.00 feet northerly, measured at right angles, from the southerly line of the SW/4 of said section 28 and the POINT OF BEGINNING;

THENCE continuing along said easterly boundary the following 3 courses:

N00°17'17" West 2639.71 feet;

N00°17'01" West 2669.51 feet;

N00°16'13" West 744.41 feet to the northerly boundary of that certain parcel of land described in Book 4445 at Page 140 in said Records.

THENCE, along said northerly boundary, South 89°35'24" East 471.93 feet;

THENCE, departing said northerly boundary, South 00°31'10" East 6051.20 feet to said parallel line;

THENCE, along said parallel line, North 89°54'42" West 496.78 feet to the POINT OF BEGINNING,

Containing 67.244 acres, more or less, all in Adams County, Colorado.

## **6. GVRE 470 LLC**

A parcel of land in the Northwest Quarter of Section 19, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Beginning at the Northwest corner of Section 19, thence North 89°02'09" East, 2609.26 feet to the North Quarter corner of said Section 19; then South 00°29'31" East, 2649.46 feet to the center of said Section 19; thence South 89°04'12" West, 2613.61 feet to the West Quarter corner of said Section 19; thence North 00°23'51", 2647.94 feet to the Point of Beginning,

Subject to the Rule and Order entered by the District Court for Adams County in Case No. 97CV0420, recorded in the office of the Adams County Clerk and Recorder on July 19, 1999, in Book 5827 at Page 62.



**EXHIBIT B**  
**DESCRIPTION OF THE OGOAs**

[OGOAs 20-1 through 20-3]

See Attached



**EXHIBIT B-1**  
**DESCRIPTION OF THE OGOAS AFTER SURVEY**

[This is intended to be a surveyed plat and legal description of each separate OGOA, and will be  
attached at a later date as each one is completed]



## **EXHIBIT B-2**

See Section 2(d) Subsequent Modification of OGOAs



**EXHIBIT C**

**INTENTIONALLY OMITTED**



**EXHIBIT D**

**INTENTIONALLY OMITTED**



**EXHIBIT E**

**INTENTIONALLY OMITTED**



## EXHIBIT F

### MINIMUM DEVELOPMENT STANDARDS

These Minimum Development Standards are attached to and are a part of the Amended and Restated Surface Use and Damage Agreement (the "SUA") among **GVRE 470 LLC, Green Valley Aurora LLC, GVR King LLC, GVR King Commercial LLC, Green Valley East LLC, and SJSA Investments, LLC** (collectively, "Owner") and Burlington Resources Oil & Gas Company LP,, a Delaware limited partnership ("Operator"). Unless otherwise defined herein, capitalized terms will have the meaning given to them in the SUA. The following standards do not waive or modify any other standard imposed by Applicable Laws. In the event of a direct conflict between these standards and Applicable Laws, the provisions of Applicable Laws will prevail. If these standards and provisions of Applicable Laws can be construed to be supplementary rather than conflicting, the provision setting forth the stricter standard will prevail.

1. Production-site Containment: All permanent production tanks will be located within a containment berm designed and constructed in compliance with applicable rules of the Commission. Subject to Operator's determination that its operations will not be rendered unsafe or materially impaired, Owner may require that, in lieu of a containment berm, Operator's surface equipment be located in an excavated containment basin to fulfill Commission safety requirements and to reduce the apparent height of production facilities; provided, however, that: (a) if construction of a basin is more expensive than containment methods customarily utilized by Operator in similar projects, Owner will pay the incremental additional cost of constructing the basin in a manner consistent with the adjustment of elevations within an OGOA pursuant to Section 5(b) of the SUA; and (b) Owner will allow for appropriate drainage of the containment basin to avoid flooding.

2. Visual Impacts and Aesthetics:

(a) To the extent reasonably practicable, a well site and production-site will be located to avoid hilltops and ridges in order to prevent the appearance of pump jack and accessory equipment profiles on the horizon.

(b) Electric pumping systems will be required in areas where reasonably feasible.

(c) Production tanks and tanks for storage of produced water will be low profile tanks not exceeding 16' in height for single well pads and 24' tanks for multiple well pads.

(d) Permanent production equipment will not exceed 16 feet in height, provided that the following items of equipment shall not exceed 35' in height:

- Combustor
- Flare
- Vapor Recovery Tower (VRT)
- Production Unit
- Compressor
- Communications Tower
- Pumping Unit



(e) To the extent reasonably practicable, facilities will be located at the base of slopes to provide background of topography and natural cover.

(f) Electrical lines servicing pumping and accessory equipment will be installed below ground only.

3. Fencing:

(a) All pumping systems, tank batteries and accessory equipment used in the operation of a well will be screened on all sides by a fence. The fence will be constructed of either solid wood or chain link with slats.

(b) Access through the fence will be provided by a solid gate that preserves the integrity of the screening. The access gate will be securely locked to prevent access by unauthorized persons.

4. Landscaping:

(a) To the extent reasonably feasible, existing trees, landforms or other natural screening of well and production sites will be retained and integrated into facility design.

(b) During excavation, topsoil will be stripped and stored on-site until required for reseeding at time of reclamation

(c) Other excess excavation material, if any, will be contoured into a berm to help provide visual screening for Operator's facilities or, if so requested by Owner, will be stockpiled on-site for use by Owner pursuant to subsection (f) below.

(d) After commencement of production operations, all excavation slopes will be spread with topsoil and planted with grasses, plants, or shrubs for the purposes of adequate erosion control.

(e) Operator will take such reasonable measures as may be necessary to keep plant materials (excluding those planted by Owner pursuant to subsection (f)) in a healthy growing condition. Plantings will be watered as necessary until they are established. Operator will not be required to install permanent irrigation facilities.

(f) Owner will retain the right to utilize the Remainder OGOA (including the installation of additional landscaping and associated irrigation or other landscaping improvements) in accordance with Section 2(f) of the SUA. Operator will not be liable for destruction of or damage to any landscaping and improvements installed by Owner if such destruction or damage is the result of Operator's oil and gas operations on the Lands, provided that such operations are conducted in accordance with the terms of the SUA.

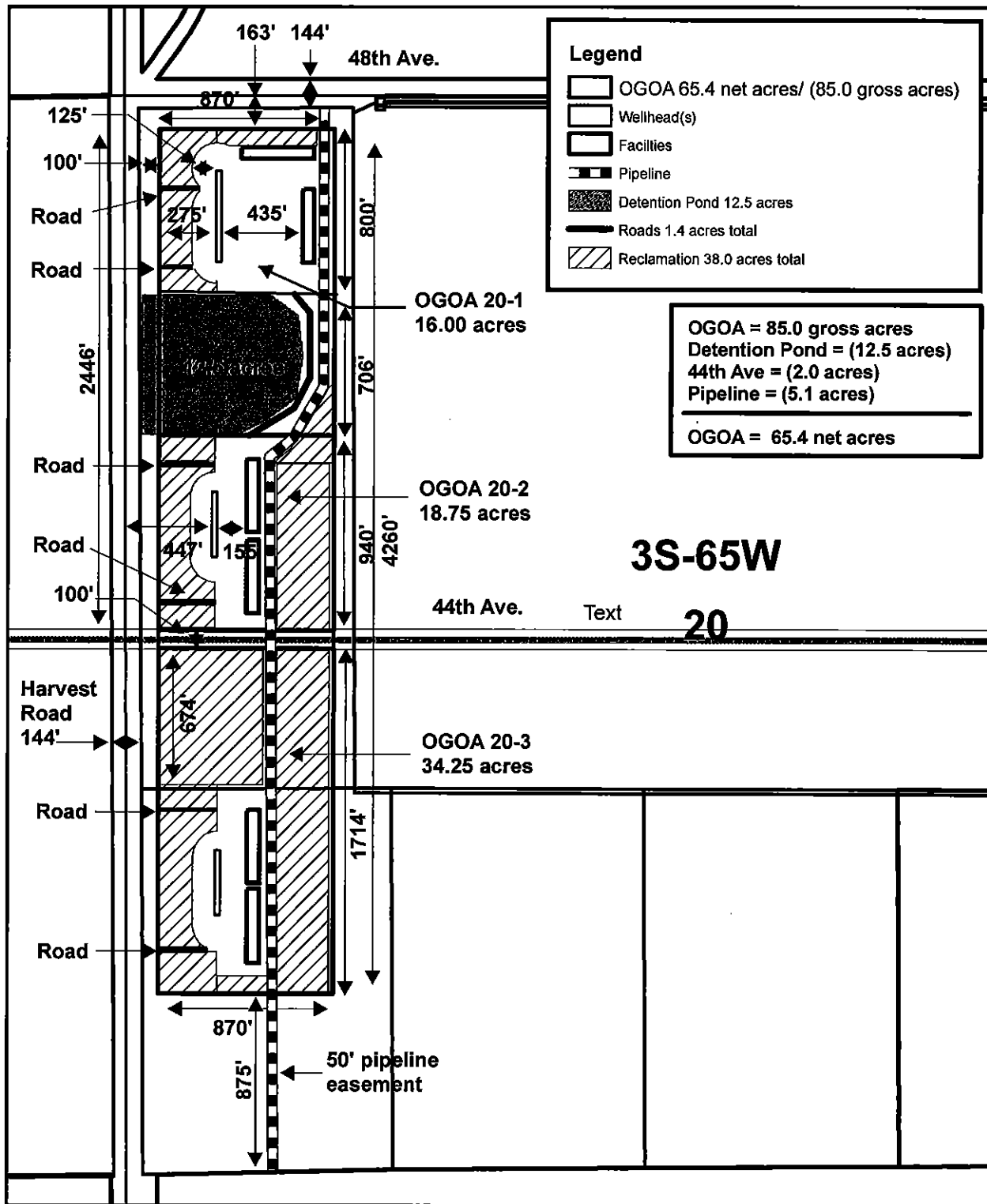


**EXHIBIT G**

**INTENTIONALLY OMITTED**



# Exhibit B Section 20, 3S-65W



1:9,000

0 0.1 0.2 Miles



All footages and acreage are approximate, and will be verified by survey before construction.





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0164607

Certificate Number 2017-078153

Parcel 0182113200003

Order Number

Assessed To

Vendor ID Counter

GREEN VALLEY AURORA LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES INC  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

Legal Description

Situs Address

SECT,TWN,RNG:13-3-66 DESC: W2 EXC PARCS AND EXC RD 208/775A

AURORA

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2016	\$356.66	\$0.00	\$0.00	\$0.00	\$356.66
Total Tax Charge					\$356.66
Grand Total Due as of 04/19/2017					\$356.66

Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$15.66	AG DRY GRAZING	\$6,272	\$1,820
ADAMS COUNTY	27.0550000	\$49.24	LAND		
SD 28	69.6850000	\$126.83	Total	\$6,272	\$1,820
SECOND CREEK RANCH	90.0000000	\$163.80			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.11			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$1.02			
Taxes Billed 2016	195.9650000	\$356.66			

\* Credit Levy

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0164606

Certificate Number 2017-078154

Parcel 0182113300001

Order Number

Assessed To

Vendor ID Counter

GREEN VALLEY AURORA LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES INC  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

### Legal Description

### Situs Address

SECT. TWN. RANG. 3-66 DESC: PARCEL A PARC LYING IN THE SW4 OF SEC 13 AND THE NW4 OF SEC 24 DESC AS FOLS BEG AT THE NW4 SD SEC 24 WHENCE THE W4 COR SD SEC BRS S 00D 17M E TH S 02D 40M E 719/51 FT TO THE ELY ROW OF PICADILLY RD BEING A LN // WITH AND DIST 30 FT ELY MEAS AT RT ANG FROM THE WLY LN OF SD NW4 OF SEC 24 AND THE POB TH ALG SD ELY ROW THE FOL 2 COURSES ALG SD // LN N 718/75 FT TH N 2653/81 FT TO THE NLY LN OF SD NW4 OF SEC 13 TH E 1281/25 FT TH S 1290/31 FT TO THE BEG OF TANG CURVE, CONCAVE WLY HAV A RAD OF 800 FT TH SLY ALG SD CURV THRU C/A OF 31D 02M AN ARC LNG OF 433/41 FT TH TANG TO SD CURVE S 30D 46M W 131/36 FT TH E 1505/65 FT TH S 833/93 FT TO S 1/4 COR SD SEC 13 TH ALG ELY LN SD NW4 OF SEC 24 S 047 FT TO THE BEG OF NON -TANG CURVE CONCAVE SELY HAV A RAD OF 1000 FT RAD PT OF SD CURVE BRS S 02D 06M E TH SWLY ALG SD CURVE THRU C/A OF 36D 50M AN ARC LNG OF 642/95 FT TH TANG TO SD CURVE S 51D 03M W 459/71 FT TO THE BEG OF TANG CURVE CONCAVE NWLY HAV A RAD OF 1000 FT TH SWLY ALG SD CURVE THRU C/A OF 38D 44M ARC LNG OF 676/04 FT TH TANG TO SD CURVE W 1035/30 FT TO THE POB EXC RD 13 AND 24/3/66 129/2065A

AURORA

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2016	\$429.16	\$0.00	\$0.00	\$0.00	\$429.16
<b>Total Tax Charge</b>					\$429.16
<b>Grand Total Due as of 04/19/2017</b>					\$429.16

Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$18.84	AG DRY FARMING	\$3,685	\$1,070
ADAMS COUNTY	27.0550000	\$59.26	LAND		
SD 28	69.6850000	\$152.61	AG DRY GRAZING	\$3,875	\$1,120
SECOND CREEK RANCH	90.0000000	\$197.10	LAND		
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.13	Total	\$7,560	\$2,190
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$1.22			

Taxes Billed 2016 195.9650000 \$429.16

\* Credit Levy

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway  
Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0160215

Certificate Number 2017-078155

Parcel 0182124200002

Order Number

Assessed To

Vendor ID Counter

GREEN VALLEY AURORA LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES INC  
1313 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

### Legal Description

### Situs Address

AURORA 000000000

PT OF THE SW4 SW4 OF SEC 13 AND THE W2 NW4 OF SEC 24 DESC AS FOLLS BEG AT THE INTERSEC OF THE WLY BDRY OF DENVER WATERS PROP FOR THE HIGH LINE CANAL AND THE E BDRY OF PICCADILLY RD FROM WHICH THE NW COR OF SD SEC 24 BRS S 63D 56M W 77/90 FT TH ALG SD WLY BDRY THE FOL 17 COURSES ALG THE ARC OF CURVE TO LEFT HAV A RAD OF 1947/19 FT A DIST OF 9457 FT TH S 53D 47M E 69/22 FT TH ALG THE ARC OF CURVE TO RT HAV A RAD OF 297/08 FT A DIST OF 77/88 FT TH S 38D 46M E 25/90 FT TH ALG THE ARC OF CURVE TO LEFT HAV A RAD OF 996/35 FT A DIST OF 110/28 FT TH ALG THE ARC OF A REVERSE CURVE TO RT HAV A RAD OF 78/85 FT A DIST OF 23/51 FT TH S 28D 02M E 141/12 FT TH S 11D 49M W 45/20 FT TH ALG THE ARC OF CURVE TO LEFT HAV A RAD OF 613/21 FT A DIST OF 88/79 FT TH S 03D 32M W 126/71 FT TH ALG THE ARC OF CURVE TO RT HAV A RAD OF 164/66 FT A DIST OF 32/37 FT TH S 14D 47M W 61/78 FT TH ALG ARHE ARC OF CURVE TO RT HAV A RAD OF 198/79 FT A DIST OF 62/60 FT TH S 32D 50M W 133/99 FT TH ALG ARC OF CURVE TO RT HAV A RAD OF 5673/29 FT A DIST OF 174/99 FT TH S 34D 36M W 181/89 FT TH ALG ARC OF CURVE TO THE LEFT HAV A RAD OF 278/72 FT A DIST OF 5/43 FT TO THE E BDRY OF PICCADILLY RD TH ALG SD E BDRY S 326/92 FT TO THE ELY BDRY OF DENVER WATERS PROPERTY FOR THE HIGH LINE CANAL TH ALG SD ELY BDRY THE FOL 22 COURSES ALG THE ARC OF NON-TANG CURVE TO LEFT HAV A RAD OF 289/02 FT A DIST OF 139/94 FT THE CHD OF WHICH BRS N 13D 29M E 138/57 FT TH N 37/08 FT TH ALG ARC OF CURVE TO RT HAV A RAD OF 198/72 FT A DIST OF 121/32 FT TH N 34D 36M E 181/89 FT TH ALG THE ARC OF CURVE TO LEFT HAV A RAD OF 5755/29 FT A DIST OF 177/46 FT TH N 32D 50M E 133/99 FT TH ALG ARC OF CURVE TO LEFT HAV A RAD OF 278/79 FT A DIST OF 87/79 FT TH N 14D 47M E 61/78 FT TH ALG ARC OF CURVE TO LEFT HAV A RAD OF 244/66 FT A DIST OF 48/06 FT TH N 03D 32M E 126/71 FT TH ALG ARC OF CURVE TO RT HAV A RAD OF 533/21 FT A DIST OF 77/20 FT TH N 11D 49M E 53/70 FT TH ALG ARC OF CURVE TO

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2016	\$5.98	\$0.00	\$0.00	\$0.00	\$5.98
<b>Total Tax Charge</b>					\$5.98
<b>Grand Total Due as of 04/19/2017</b>					\$5.98

### Tax Billed at 2016 Rates for Tax Area 047 - 047

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6590000	\$0.11	AG DRY GRAZING	\$90	\$30
AURORA	8.6050000	\$0.26	LAND		
ADAMS COUNTY	27.0550000	\$0.80	Total	\$90	\$30
SD 28	69.6850000	\$2.09			
SECOND CREEK RANCH	90.0000000	\$2.70			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$0.02			
Taxes Billed 2016	199.6240000	\$5.98			

\* Credit Levy

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# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

---

TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

4430 S. Adams County Parkway  
Brighton, CO 80601

Treasurer, Adams County, Brigitte Grimm







# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0170478

Parcel 0182124200005

Assessed To

CITY OF AURORA  
15151 E ALAMEDA PARKWAY 5TH FLOOR  
AURORA, CO 80012

Certificate Number 2017-078156

Order Number

Vendor ID Counter

### Legal Description

SECT.TWN.RNG:24-3-66 DESC: PARC IN THE NW4 OF SEC 24 DESC AS FOLS BEG AT THE NE COR OF THE NW4 SD SEC 24 TH S 58D 26M W 1138/77 FT TO A PT ON S ROW LN OF FUTURE 48TH AVE SD PT ALSO BEING THE TRUE POB TH S 905 FT TH N 52D 01M W 397/32 FT TO A PT ON E ROW LN OF FUTURE ROME ST TH ALG SD E ROW LN THE FOL 4 COURSES N 292/87 FT TH ALG THE ARC OF CURVE TO LEFT HAV A C/A OF 12D 54M A RAD OF 492 FT AND AN ARC LNG OF 110/86 FT TH N 13D 11M W 66/17 FT TH ALG THE ARC OF CURVE TO RT HAV A C/A OF 86D 17M A RAD OF 25 FT AN ARC LNG OF 37/65 FT AND WHOSE CHD BRS N 29D 57M E 34/19 FT TO A PT ON SD S ROW LN OF FUTURE 48TH AVE TH ALG SD SLY ROW LN OF FUTURE 48TH AVE AND ALG THE ARC OF A REVERSE CURVE TO LEFT HAV A C/A OF 20D 13M A RAD OF 1027 FT AN ARC LNG OF 362/41 FT AND WHOSE CHD BRS N 62D 59M E 360/53 FT TO THE TRUE POB 5/007A

### Situs Address

4646 N ROME ST AURORA

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 04/19/2017					\$0.00

Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$0.00	TOWNS LND	\$383	\$110
ADAMS COUNTY	27.0550000	\$0.00	Total	\$383	\$110
SD 28	69.6850000	\$0.00			
SECOND CREEK RANCH	90.0000000	\$0.00			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$0.00			
Taxes Billed 2016	195.9650000	\$0.00			
* Credit Levy					

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0170480

Certificate Number 2017-078157

Parcel 0182124200006

Order Number

Assessed To

Vendor ID Counter

C AND H COLORADO LAND INVESTMENTS LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES IN  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

### Legal Description

### Situs Address

SECT. TWN. R. NG. 24-3-66 DESC: PARC OF LAND LYING WITHIN THE W2 OF SEC 24 DESC AS FOLS BEG AT THE NW COR OF SD SEC 24 WHENCE THE WLY LN OF THE NW4 OF SD SEC 24 BRG S 00D 17M E TH W 02D 40M E 719/71 FT TO A LN // WITH AND DIST 30 FT ELY MEAS AT RT ANG FROM SD WLY LN OF NW4 OF SEC 24 AND THE POB TH DEPARTING SD // LN E 1035/30 FT TO THE BEG OF A TANG CURVE CONCAVE NWLY HAV A RAD OF 1000 FT TH NELY ALG SD CURVE THRU A C/A OF 38D 44M AN ARC LNG OF 676/04 FT TH TANG TO SD CURVE N 51D 03M E 459/71 FT TO THE BEG OF A TANG CURVE CONCAVE SELY HAV RAD OF 1000 FT TH NELY ALG SD CURVE THRU A C/A OF 36D 50M ARC LNG OF 642/95 FT TO THE ELY LN OF SD NW4 OF SEC 24 TH NON-TANG TO SD CURVE ALG SD ELY LN S 2649/77 FT TO THE CEN 1/4 COR SD SEC 24 TH TH ALG THE SLY LN OF SD NW4 W 243/34 FT TO THE BEG OF A TANG CURVE CONCAVE SELY HAV A RAD OF 800 FT TH DEPARTING SD SLY LN AND SWLY ALG SD CURVE THRU A C/A OF 41D 22M AN ARC LNG OF 577/59 FT TH TANG TO SD CURVE S 48D 14M W 333/64 FT TO THE BEG OF TANG CURVE CONCAVE NWLY HAV A RAD OF 800 FT TH SWLY ALG SD CURVE THRU A C/A OF 41D 29M AN ARC LNG OF 579/25 FT TH TANG TO SD CURVE W 1061/26 FT TO A LN // WITH AND DIST 30 FT ELY MEAS AT RT ANG FROM THE WLY LN OF THE SW4 OF SD 24 TH ALG SD // LN N 617/43 FT TO SD LN // WITH AND DIST 30 FT ELY MEAS AT RT ANG FROM THE WLY LN OF THE NW4 OF SEC 24 TH ALG SD // LN N 1931/51 FT TO THE POB EXC PARC AND EXC RD 140/7332A

AURORA

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2016	\$991.58	\$0.00	\$0.00	\$0.00	\$991.58
<b>Total Tax Charge</b>					\$991.58
<b>Grand Total Due as of 04/19/2017</b>					\$991.58

Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$43.54	AG DRY FARMING	\$17,443	\$5,060
ADAMS COUNTY	27.0550000	\$136.89	LAND		
SD 28	69.6850000	\$352.61	Total	\$17,443	\$5,060
SECOND CREEK RANCH	90.0000000	\$455.40			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.31			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$2.83			

Taxes Billed 2016 195.9650000 \$991.58

\* Credit Levy

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0170479

Certificate Number 2017-078158

Parcel 0182124200006

Order Number

Assessed To

Vendor ID Counter

C AND H COLORADO LAND INVESTMENTS LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES IN  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

### Legal Description

### Situs Address

SECT. TWN. R. NG. 24-3-66 DESC: PARC OF LAND LYING WITHIN THE W2 OF SEC 24 DESC AS FOLS BEG AT THE NW COR OF SD SEC 24 WHENCE THE WLY LN OF THE NW4 OF SD SEC 24 BRS S 00D 17M E TH W 02D 40M E 719/71 FT TO A LN // WITH AND DIST 30 FT ELY MEAS AT RT ANG FROM SD WLY LN OF NW4 OF SEC 24 AND THE POB TH DEPARTING SD // LN E 1035/30 FT TO THE BEG OF A TANG CURVE CONCAVE NWLY HAV A RAD OF 1000 FT TH NELY ALG SD CURVE THRU A C/A OF 38D 44M AN ARC LNG OF 676/04 FT TH TANG TO SD CURVE N 51D 03M E 459/71 FT TO THE BEG OF A TANG CURVE CONCAVE SELY HAV RAD OF 1000 FT TH NELY ALG SD CURVE THRU A C/A OF 36D 50M ARC LNG OF 642/95 FT TO THE ELY LN OF SD NW4 OF SEC 24 TH NON-TANG TO SD CURVE ALG SD ELY LN S 2649/77 FT TO THE CEN 1/4 COR SD SEC 24 TH TH ALG THE SLY LN OF SD NW4 W 243/34 FT TO THE BEG OF A TANG CURVE CONCAVE SELY HAV A RAD OF 800 FT TH DEPARTING SD SLY LN AND SWLY ALG SD CURVE THRU A C/A OF 41D 22M AN ARC LNG OF 577/59 FT TH TANG TO SD CURVE S 48D 14M W 333/64 FT TO THE BEG OF TANG CURVE CONCAVE NWLY HAV A RAD OF 800 FT TH SWLY ALG SD CURVE THRU A C/A OF 41D 29M AN ARC LNG OF 579/25 FT TH TANG TO SD CURVE W 1061/26 FT TO A LN // WITH AND DIST 30 FT ELY MEAS AT RT ANG FROM THE WLY LN OF THE SW4 OF SD 24 TH ALG SD // LN N 617/43 FT TO SD LN // WITH AND DIST 30 FT ELY MEAS AT RT ANG FROM THE WLY LN OF THE NW4 OF SEC 24 TH ALG SD // LN N 1931/51 FT TO THE POB EXC PARC EXC RD 140/7332A

AURORA

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2016	\$221.44	\$0.00	\$0.00	\$0.00	\$221.44
<b>Total Tax Charge</b>					\$221.44
<b>Grand Total Due as of 04/19/2017</b>					\$221.44

Tax Billed at 2016 Rates for Tax Area 140 - 140

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$9.72	AG DRY FARMING	\$3,899	\$1,130
CENTRAL ADAMS WATER & SANIT	90.0000000	\$101.70	LAND		
ADAMS COUNTY	27.0550000	\$30.58	Total	\$3,899	\$1,130
SD 28	69.6850000	\$78.74			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.07			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$0.63			

Taxes Billed 2016 195.9650000 \$221.44

\* Credit Levy

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0083871

Certificate Number 2017-078159

Parcel 0182100000115

Order Number

Assessed To

Vendor ID Counter

LESGO INVESTMENTS LLC  
C/O: C/O BRAVADA PARTNERS LLC  
7400 E CRESTLINE CIR STE 250  
GREENWOOD VILLAGE, CO 80111-3655

### Legal Description

SECT, TWN, RNG: 24-3-66 DESC: PT OF NW4 OF SEC 24 DESC AS FOLS BEG AT PT 330 FT N  
AND 300 FT E OF W4 COR OF SD SEC TH N 100 FT TH E 100 FT TH S 100 FT TH W 100 FT TO  
POB 0/2296A

### Situs Address

0 AURORA

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2016	\$1.96	\$0.00	\$0.00	\$0.00	\$1.96
Total Tax Charge					\$1.96
Grand Total Due as of 04/19/2017					\$1.96

### Tax Billed at 2016 Rates for Tax Area 140 - 140

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$0.09	AG DRY FARMING	\$35	\$10
CENTRAL ADAMS WATER & SANIT	90.0000000	\$0.90	LAND		
ADAMS COUNTY	27.0550000	\$0.26	Total	\$35	\$10
SD 28	69.6850000	\$0.70			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$0.01			

Taxes Billed 2016 195.9650000 \$1.96

\* Credit Levy

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SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0164605

Parcel 0182124400002

Assessed To

GREEN VALLEY AURORA LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES INC  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

Certificate Number 2017-078160

Order Number

Vendor ID Counter

Legal Description

SECT,TWN,RNG:24-3-66 DESC: SE4 EXC HIWAY AND EXC PARCEL 63/918A

Situs Address

AURORA

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2016	\$446.80	\$0.00	\$0.00	\$0.00	\$446.80
Total Tax Charge					\$446.80
Grand Total Due as of 04/19/2017					\$446.80

Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$19.62	AG DRY FARMING	\$7,872	\$2,280
ADAMS COUNTY	27.0550000	\$61.69	LAND		
SD 28	69.6850000	\$158.88	Total	\$7,872	\$2,280
SECOND CREEK RANCH	90.0000000	\$205.20			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.14			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$1.27			
Taxes Billed 2016	195.9650000	\$446.80			

\* Credit Levy

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0164604

Certificate Number 2017-078161

Parcel 0182124400001

Order Number

Assessed To

Vendor ID Counter

GREEN VALLEY AURORA LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES INC  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

### Legal Description

### Situs Address

SECT. TWN. R. 24-3-66 DESC: PARCEL B PARC LYING WITHIN THE SE4 OF SEC 24 DESC AS FOLS BEG AT THE CEN 1/4 COR OF SD SEC 24 TH ALG THE NLY OF SD SE4 OF SEC 24 E 959/83 FT TO THE POB TH CONT ALG SD NLY LN E 1231/87 FT TH DEPART SD NLY LN S 121/65 FT TH S 03D 49M W 1713 FT TH S 379/65 FT TH S 03D 48M E 439/29 FT TO SLY LN OF SD SE4 TH ALG SD SLY LN W 1137/39 FT TH DEPART SD SLY LN N 2649/17 FT TO THE POB 70/378A

AURORA

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2016	\$605.54	\$0.00	\$0.00	\$0.00	\$605.54
Total Tax Charge					\$605.54
Grand Total Due as of 04/19/2017					\$605.54

### Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$26.59	AG DRY FARMING	\$10,638	\$3,090
ADAMS COUNTY	27.0550000	\$83.60	LAND		
SD 28	69.6850000	\$215.33	Total	\$10,638	\$3,090
SECOND CREEK RANCH	90.0000000	\$278.10			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.19			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$1.73			

Taxes Billed 2016 195.9650000 \$605.54

\* Credit Levy

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0160213

Parcel 0182124300001

Assessed To

GREEN VALLEY AURORA LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES INC  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

Certificate Number 2017-078162

Order Number

Vendor ID Counter

### Legal Description

SECT. TWN. R. 24-3-66 DESC: PARC IN THE SW 4 OF SEC 24 DESC AS FOLS BEG AT THE SW COR OF SD SEC 24 TH ALG THE SLY LN OF SD SW 4 OF SEC 24 N 89D 33M 46S E 30 FT TO THE POB SD PT BEING ON THE ELY ROW OF PICADILLY RD TH CONT N 89D 33M 46S E 50 FT TH N 00D 16M 45S W 100 FT TH S 89D 33M 46S W 50 FT TO SD ELY ROW OF PICADILLY RD TH S 00D 16M 45S E 100 FT TO THE POB 0/114A

### Situs Address

AURORA

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2016	\$1.96	\$0.00	\$0.00	\$0.00	\$1.96
<b>Total Tax Charge</b>					\$1.96
<b>Grand Total Due as of 04/19/2017</b>					\$1.96

Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$0.09	AG DRY FARMING	\$14	\$10
ADAMS COUNTY	27.0550000	\$0.26	LAND		
SD 28	69.6850000	\$0.70	Total	\$14	\$10
SECOND CREEK RANCH	90.0000000	\$0.90			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$0.01			

Taxes Billed 2016 195.9650000 \$1.96

\* Credit Levy

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Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0160214

Parcel 0182124300002

Assessed To

GREEN VALLEY AURORA LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES INC  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

Certificate Number 2017-078163

Order Number

Vendor ID Counter

### Legal Description

SECT. TWN. R. NG: 24-3-66 DESC: PARC IN THE SW 4 OF SEC 24 DESC AS FOLS BEG AT THE SW COR OF SD SEC 24 TH ALG THE SLY LN OF SD SW 4 OF SEC 24 N 89D 33M 46S E 80 FT TO THE POB TH CONT N 89D 33M 46S E 50 FT TH N 00D 16M 45S W 100 FT TH S 89D 33M 46S W 50 FT TH S 00D 16M 45S E 100 FT TO THE POB 0/114A

### Situs Address

AURORA

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2016	\$1.96	\$0.00	\$0.00	\$0.00	\$1.96
<b>Total Tax Charge</b>					\$1.96
<b>Grand Total Due as of 04/19/2017</b>					\$1.96

Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$0.09	AG DRY FARMING	\$14	\$10
ADAMS COUNTY	27.0550000	\$0.26	LAND		
SD 28	69.6850000	\$0.70	Total	\$14	\$10
SECOND CREEK RANCH	90.0000000	\$0.90			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$0.01			

Taxes Billed 2016 195.9650000 \$1.96

\* Credit Levy

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0164608

Parcel 0182124300003

Assessed To

GREEN VALLEY AURORA LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES INC  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

Certificate Number 2017-078164

Order Number

Vendor ID Counter

Legal Description

SECT,TWN,RNG:24-3-66 DESC: W2 EXC RD AND EXC PARCS 124/1100A

Situs Address

AURORA

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2016	\$1,068.00	\$0.00	\$0.00	\$0.00	\$1,068.00
Total Tax Charge					\$1,068.00
Grand Total Due as of 04/19/2017					\$1,068.00

Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$46.90	AG DRY FARMING	\$18,779	\$5,450
ADAMS COUNTY	27.0550000	\$147.44	LAND		
SD 28	69.6850000	\$379.78	Total	\$18,779	\$5,450
SECOND CREEK RANCH	90.0000000	\$490.50			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.33			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$3.05			
Taxes Billed 2016	195.9650000	\$1,068.00			

\* Credit Levy

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TREASURER, ADAMS COUNTY, Brigitte C. Grimm.

Treasurer, Adams County, Brigitte Grimm

*Brigitte C. Grimm*



4430 S. Adams County Parkway

Brighton, CO 80601





# ADAMS COUNTY TREASURER

## Certificate Of Taxes Due

Account Number R0164605

Parcel 0182124400002

Assessed To

GREEN VALLEY AURORA LLC  
C/O: C/O GEORGE MCELROY & ASSOCIATES INC  
3131 S VAUGHN WAY STE 301  
AURORA, CO 80014-3509

Certificate Number 2017-078165

Order Number

Vendor ID Counter

Legal Description

SECT,TWN,RNG:24-3-66 DESC: SE4 EXC HIWAY AND EXC PARCEL 63/918A

Situs Address

AURORA

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2016	\$446.80	\$0.00	\$0.00	\$0.00	\$446.80
<b>Total Tax Charge</b>					\$446.80
<b>Grand Total Due as of 04/19/2017</b>					\$446.80

Tax Billed at 2016 Rates for Tax Area 473 - 473

Authority	Mill Levy	Amount	Values	Actual	Assessed
AURORA	8.6050000	\$19.62	AG DRY FARMING	\$7,872	\$2,280
ADAMS COUNTY	27.0550000	\$61.69	LAND		
SD 28	69.6850000	\$158.88	Total	\$7,872	\$2,280
SECOND CREEK RANCH	90.0000000	\$205.20			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.14			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$1.27			
Taxes Billed 2016	195.9650000	\$446.80			

\* Credit Levy

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