



LAND TITLE GUARANTEE COMPANY

Date: June 15, 2021

Subject: Attached Title Policy/Guarantee

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

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

Chain of Title Documents:

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

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured;(b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or

attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed and made a part of this policy.

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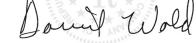
Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By 
Attest  President
Secretary



Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

Order Number: RND70701252

Policy No.: PIB70701252.4850729

Liability: \$50,000.00

Fee: \$0.00

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

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

GUARANTEES

CVL CONSULTANTS

**Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured
shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that,
according to the public records as of**

June 09, 2021 at 5:00 P.M.

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

COTTONWOOD CREEK INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A FEE SIMPLE

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

PARCEL A:

SECTION 27, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,

EXCEPT THE NORTH 30 FEET THEREOF FOR EAST JEWELL AVENUE,
AND

EXCEPT THAT PORTION CONVEYED TO THE TRUST FOR PUBLIC LAND IN SPECIAL WARRANTY DEED
RECORDED FEBRUARY 21, 2018 UNDER RECEPTION NO. [D8017133](#),

COUNTY OF ARAPAHOE, STATE OF COLORADO

PARCEL B:

THE NORTH HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL
MERIDIAN,

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

Order Number: RND70701252

Policy No.: PIB70701252.4850729

EXCEPT THAT PORTION CONVEYED TO ARAPAHOE COUNTY, COLORADO BY SPECIAL WARRANTY DEED
RECORDED AUGUST 22, 2012 UNDER RECEPTION NO. [D2093075](#),

COUNTY OF ARAPAHOE, STATE OF COLORADO

PARCEL C:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 65 WEST
OF THE 6TH PRINCIPAL MERIDIAN,

EXCEPT THAT PORTION CONVEYED TO ARAPAHOE COUNTY, COLORADO BY SPECIAL WARRANTY DEED
RECORDED AUGUST 22, 2012 UNDER RECEPTION NO. [D2093074](#),

AND

THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 4 SOUTH, RANGE 6TH PRINCIPAL MERIDIAN,

EXCEPT THAT PORTION TAKEN BY THE UNITED STATES OF AMERICA IN DECLARATION OF TAKING
RECORDED MARCH 22, 1993 IN BOOK 6848 AT PAGE [647](#),

COUNTY OF ARAPAHOE, STATE OF COLORADO

PARCEL D:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 65
WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING EAST AND NORTH OF COUNTY ROAD NO. 29, COUNTY
OF ARAPAHOE, STATE OF COLORADO.

EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE LAND DESCRIBED IN DEED RECORDED MAY 5, 1989
IN BOOK 5685 AT PAGE [336](#).

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. RIGHTS OF THE PUBLIC, CITY OF AURORA AND COUNTY OF ARAPAHOE IN AND TO EAST YALE
AVENUE AND EAST JEWELL AVENUE AS SHOWN ON THE ARAPAHOE COUNTY ASSESSOR'S MAPS
OF RECORD.
3. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED AUGUST 13, 2015
UNDER RECEPTION NO. [D5098566](#).
4. RESERVATIONS BY THE UNION PACIFIC RAILWAY COMPANY OF:
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER
MINERALS, AND
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE
OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED OCTOBER 11, 1902 IN
BOOK A72 AT PAGE [334](#).

Old Republic National Title Insurance Company

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THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

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Policy No.: PIB70701252.4850729

NOTE: DEEDS REGARDING SAID RESERVATIONS RECORDED APRIL 16, 1971 IN BOOK 1920 AT PAGE 247, OCTOBER 16, 1974 IN BOOK 2282 AT PAGE 612, AUGUST 7, 1979 IN BOOK 3049 AT PAGE 335 AND NOVEMBER 23, 1998 UNDER RECEPTION NO. A8189797.

5. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 11, 1989, IN BOOK 5749 AT PAGE 779.
6. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. B2090867.
7. DEED OF TRUST DATED APRIL 13, 2005, FROM COTTONWOOD CREEK INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY, COLORADO FOR THE USE OF GLENN O. FENNELL, VICTOR D. L'ESPERANCE AND DELMAR G. PENCE TO SECURE THE SUM OF \$10,080,000.00 RECORDED APRIL 14, 2005, UNDER RECEPTION NO. B5053264.

FIRST AMENDMENT TO SAID DEED OF TRUST RECORDED MAY 12, 2009 UNDER RECEPTION NO. B9049152,

SECONDS AMENDMENT RECORDED JANUARY 13, 2011 UNDER RECEPTION NO. D1004923,

THIRD AMENDMENT RECORDED AUGUST 24, 2011 UNDER RECEPTION NO. D1081238,

SUBORDINATION AGREEMENTS IN CONJUNCTION WITH SAID DEED OF TRUST RECORDED SEPTEMBER 1, 2011 UNDER RECEPTION NO. D1084177 AND AUGUST 22, 2012 UNDER RECEPTION NO. D2093078.

AUTHORIZATION TO DISBURSE FUNDS RECORDED APRIL 27, 2015 UNDER RECEPTION NO. D5041396.

AUTHORIZATION TO DISBURSE FUNDS RECORDED APRIL 27, 2015 UNDER RECEPTION NO. D5041397.

8. TERMS, CONDITIONS AND PROVISIONS OF INTERCREDITOR AGREEMENT DATED APRIL 13, 2005 BY AND BETWEEN GLENN O. FENNELL, VICTOR D. L'ESPERANCE AND DELMAR G. PENCE AND BANK MIDWEST, N.A. RECORDED APRIL 14, 2005 UNDER RECEPTION NO. B5053269.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED APRIL 10, 2007 UNDER RECEPTION NO. B7044752.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT AND LEASE RECORDED DECEMBER 21, 2012 UNDER RECEPTION NO. D2147993.

AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE RECORDED APRIL 13, 2018 UNDER RECEPTION NO. D8035972.

AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE RECORDED DECEMBER 20, 2018 UNDER RECEPTION NO. D8124326.

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

11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE

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COTTONWOOD CRREEK #4-65-27-1H OIL & GAS WELL PERMIT MAP RECORDED MARCH 31, 2014
UNDER RECEPTION NO. [D4025440](#).

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

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

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

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

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

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

13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENCE AGREEMENT RECORDED DECEMBER 08, 2014 UNDER RECEPTION NO. [D4114859](#).

ADDENDUM TO MASTER LICENCE AGREEMENT RECORDED APRIL 6, 2015 UNDER RECEPTION NO. [D5033136](#).

14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD CREEK METROPOLITAN DISTRICT NOS 1-5, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 23, 2015, UNDER RECEPTION NO. [D5065652](#)

SPECIAL DISTRICT PUBLIC DISCLOSURE RECORDED JUNE 23, 2015 UNDER RECEPTION NO. [D5065657](#).

DISCLOSURE TO PURCHASERS RECORDED JANUARY 11, 2017 UNDER RECEPTION NO. [D7003469](#).

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

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

17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED NOVEMBER 17, 2017 UNDER RECEPTION NO. [D7130767](#).

ADDENDUM TO MASTER LICENSE AGREEMENT RECORDED APRIL 1, 2019 UNDER RECEPTION NO. [D9027287](#).

ADDENDUM TO MASTER LICENSE AGREEMENT RECORDED JULY 30, 2019 UNDER RECEPTION NO. [D9075868](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

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Order Number: RND70701252

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18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CONTEXTUAL SITE PLAN COTTONWOOD CREEK #4-65 27-28 PAHSE 1, OIL AND GAS WELL PERMIT MAP RECORDED JANUARY 10, 2018 UNDER RECEPTION NO. [D8003555](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM RECORDED JANUARY 22, 2018 UNDER RECEPTION NO. [D8006788](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF AGREEMENT REGARDING ROADWAY VACATION RECORDED FEBRUARY 21, 2018 UNDER RECEPTION NO. [D8017132](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF DEDICATION RECORDED JUNE 20, 2018 UNDER RECEPTION NO. [D8059944](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101267](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101275](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101324](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF CONNECTION, DEDICATION AND TRANSPORTATION AGREEMENT RECORDED JANUARY 23, 2019 UNDER RECEPTION NO. [D9006387](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED JULY 31, 2019 UNDER RECEPTION NO. [D9076727](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED APRIL 15, 2020 UNDER RECEPTION NO. [E0045368](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED JUNE 24, 2020 UNDER RECEPTION NO. [E0075892](#).
29. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. [E0121737](#).
30. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CRUDE OIL PIPELINE - SITE PLAN RECORDED JULY 28, 2020 UNDER RECEPTION NO. [E0094608](#).
31. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE NATURAL GAS PIPELINE GATHERING SYSTEM AS-BUILT SITE PLAN RECORDED NOVEMBER 6, 2020 UNDER RECEPTION NO. [E0153558](#).
(ITEMS 2 THROUGH 31 AFFECT PARCEL A)
32. RIGHTS OF THE PUBLIC, CITY OF AURORA AND COUNTY OF ARAPAHOE IN AND TO EAST YALE AVENUE AND EAST JEWELL AVENUE AS SHOWN ON THE ARAPAHOE COUNTY ASSESSOR'S MAPS OF RECORD.
33. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED JUNE 12, 1893 IN BOOK A57 AT PAGE [70](#).
34. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 11, 1989, IN BOOK 5749 AT PAGE [779](#).

Old Republic National Title Insurance Company

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THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

Order Number: RND70701252

Policy No.: PIB70701252.4850729

35. DEED OF TRUST DATED APRIL 13, 2005, FROM COTTONWOOD CREEK INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY, COLORADO FOR THE USE OF GLENN O. FENNELL, VICTOR D. L'ESPERANCE AND DELMAR G. PENCE TO SECURE THE SUM OF \$10,080,000.00 RECORDED APRIL 14, 2005, UNDER RECEPTION NO. [B5053264](#).

FIRST AMENDMENT TO SAID DEED OF TRUST RECORDED MAY 12, 2009 UNDER RECEPTION NO. [B9049152](#),

SECONDS AMENDMENT RECORDED JANUARY 13, 2011 UNDER RECEPTION NO. [D1004923](#),

THIRD AMENDMENT RECORDED AUGUST 24, 2011 UNDER RECEPTION NO. [D1081238](#),

SUBORDINATION AGREEMENTS IN CONJUNCTION WITH SAID DEED OF TRUST RECORDED SEPTEMBER 1, 2011 UNDER RECEPTION NO. [D1084177](#) AND AUGUST 22, 2012 UNDER RECEPTION NO. [D2093078](#).

AUTHORIZATION TO DISBURSE FUNDS RECORDED APRIL 27, 2015 UNDER RECEPTION NO. [D5041396](#).

AUTHORIZATION TO DISBURSE FUNDS RECORDED APRIL 27, 2015 UNDER RECEPTION NO. [D5041397](#).

36. TERMS, CONDITIONS AND PROVISIONS OF INTERCREDITOR AGREEMENT DATED APRIL 13, 2005 BY AND BETWEEN GLENN O. FENNELL, VICTOR D. L'ESPERANCE AND DELMAR G. PENCE AND BANK MIDWEST, N.A. RECORDED APRIL 14, 2005 UNDER RECEPTION NO. [B5053269](#).
37. THE EFFECT OF NOTICE OF REFEREE RULING CONCERNING THE APPLICATION FOR WATER RIGHTS OF COTTONWOOD CREEK INVESTORS, LLC, CASE NUMBER:05CW139 RECORDED FEBRUARY 6, 2008 UNDER RECEPTION NO. [B8015056](#).
38. OIL AND GAS LEASE BETWEEN COTTONWOOD CREEK INVESTORS, LLC, LESSOR, AND ANADARKO E&P COMPANY LP, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED AUGUST 29, 2011, UNDER RECEPTION NO. [D1082658](#).

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

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

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

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

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

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

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

Order Number: RND70701252

Policy No.: PIB70701252.4850729

GRANTED IN PERMANENT DRAINAGE EASEMENT RECORDED AUGUST 22, 2012 UNDER RECEPTION NO. [D2093076](#).

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

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

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

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

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

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

42. THE EFFECT OF AFFIDAVIT OF SURFACE INSPECTION RECORDED FEBRUARY 3, 2015 UNDER RECEPTION NO. [D5010807](#)
43. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SURFACE USE AGREEMENT RECORDED AUGUST 25, 2016 UNDER RECEPTION NO. [D6094781](#).
44. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT UTILITY EASEMENT AGREEMENT RECORDED DECEMBER 19, 2016 UNDER RECEPTION NO. [D6146843](#).
45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED NOVEMBER 17, 2017 UNDER RECEPTION NO. [D7130767](#).

ADDENDUM TO MASTER LICENSE AGREEMENT RECORDED APRIL 1, 2019 UNDER RECEPTION NO. [D9027287](#).

ADDENDUM TO MASTER LICENSE AGREEMENT RECORDED JULY 30, 2019 UNDER RECEPTION NO. [D9075868](#).

46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF DEDICATION RECORDED JUNE 20, 2018 UNDER RECEPTION NO. [D8059944](#).
47. SPECIAL WARRANTY AND BARGAIN AND SALE DEEDS CONVEYING WATER RIGHTS RECORDED JULY 9, 2018 UNDER RECEPTION NOS. [D8066512](#) AND [D8066521](#).
48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [D8076563](#).
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [D8076566](#).
50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [D8076573](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

Order Number: RND70701252

Policy No.: PIB70701252.4850729

51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [D8076578](#).
52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [D8076583](#).
53. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN VESTED PROPERTY RIGHTS DEVELOPMENT AGREEMENT PERTAINING TO COTTONWOOD CREEK ANNEXATION NOS. 1, 2 AND 3 RECORDED SEPTEMBER 05, 2018 UNDER RECEPTION NO. [D8088504](#).
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101267](#).
55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101275](#).
56. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101324](#).
57. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD CREEK MD NOS 1 TO 5, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 16, 2018, UNDER RECEPTION NO. [D8102216](#).
58. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EAST AURORA ANNEXATION FRAMEWORK DEVELOPMENT PLAN RECORDED NOVEMBER 13, 2018 UNDER RECEPTION NO. [D8111506](#).
59. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF CONNECTION, DEDICATION AND TRANSPORTATION AGREEMENT RECORDED JANUARY 23, 2019 UNDER RECEPTION NO. [D9006387](#).
60. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE COTTONWOOD CREEK NORTH OIL & GAS WELL PERMIT MAP RECORDED JUNE 18, 2019 UNDER RECEPTION NO. [D9058272](#).
61. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT REGARDING COTTONWOOD CREEK ANNEXATION NOS. 1, 2 AND 3 RECORDED JANUARY 10, 2020 UNDER RECEPTION NO. [E0003832](#).
62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED APRIL 15, 2020 UNDER RECEPTION NO. [E0045368](#).
63. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CRUDE OIL PIPELINE - SITE PLAN RECORDED JULY 28, 2020 UNDER RECEPTION NO. [E0094608](#).
64. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. [E0121736](#).
65. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE NATURAL GAS PIPELINE GATHERING SYSTEM AS-BUILT SITE PLAN RECORDED NOVEMBER 6, 2020 UNDER RECEPTION NO. [E0153558](#).
(ITEMS 32 THROUGH 65 AFFECT PARCEL B)
66. RIGHTS OF THE PUBLIC, CITY OF AURORA AND COUNTY OF ARAPAHOE IN AND TO EAST JEWELL AVENUE AND SOUTH HUDSON MILE ROAD AS SHOWN ON THE ARAPAHOE COUNTY ASSESSOR'S MAPS OF RECORD.

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

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67. RESERVATIONS BY THE UNION PACIFIC RAILWAY COMPANY OF:
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER
MINERALS, AND
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE
OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED DECEMBER 14, 1897, IN
BOOK A72 AT PAGE [237](#).

NOTE: DEEDS REGARDING SAID RESERVATIONS RECORDED APRIL 16, 1971 IN BOOK 1920 AT PAGE
[247](#) AND NOVEMBER 23, 1998 UNDER RECEPTION NO. [A8189797](#).

68. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT
RECORDED MAY 16, 2002 UNDER RECEPTION NO. [B2090864](#).
69. DEED OF TRUST DATED APRIL 13, 2005, FROM COTTONWOOD CREEK INVESTORS, LLC, A
COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY,
COLORADO FOR THE USE OF GLENN O. FENNELL, VICTOR D. L'ESPERRANCE AND DELMAR G. PENCE
TO SECURE THE SUM OF \$10,080,000.00 RECORDED APRIL 14, 2005, UNDER RECEPTION NO.
[B5053264](#).

FIRST AMENDMENT TO SAID DEED OF TRUST RECORDED MAY 12, 2009 UNDER RECEPTION NO.
[B9049152](#),

SECONDS AMENDMENT RECORDED JANUARY 13, 2011 UNDER RECEPTION NO. [D1004923](#),

THIRD AMENDMENT RECORDED AUGUST 24, 2011 UNDER RECEPTION NO. [D1081238](#),

SUBORDINATION AGREEMENTS IN CONJUNCTION WITH SAID DEED OF TRUST RECORDED
SEPTEMBER 1, 2011 UNDER RECEPTION NO. [D1084177](#) AND AUGUST 22, 2012 UNDER RECEPTION
NO. [D2093078](#).

AUTHORIZATION TO DISBURSE FUNDS RECORDED APRIL 27, 2015 UNDER RECEPTION NO.
[D5041396](#).

AUTHORIZATION TO DISBURSE FUNDS RECORDED APRIL 27, 2015 UNDER RECEPTION NO.
[D5041397](#).

70. TERMS, CONDITIONS AND PROVISIONS OF INTERCREDITOR AGREEMENT DATED APRIL 13, 2005 BY
AND BETWEEN GLENN O. FENNELL, VICTOR D. L'ESPERRANCE AND DELMAR G. PENCE AND BANK
MIDWEST, N.A. RECORDED APRIL 14, 2005 UNDER RECEPTION NO. [B5053269](#).
71. THE EFFECT OF NOTICE OF REFEREE RULING CONCERNING THE APPLICATION FOR WATER RIGHTS
OF COTTONWOOD CREEK INVESTORS, LLC, CASE NUMBER:05CW139 RECORDED FEBRUARY 6, 2008
UNDER RECEPTION NO. [B8015056](#).
72. OIL AND GAS LEASE BETWEEN COTTONWOOD CREEK INVESTORS, LLC, LESSOR, AND ANADARKO
E&P COMPANY LP, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED AUGUST 29, 2011,
UNDER RECEPTION NO. [D1082658](#).

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

AFFIDAVIT OF EXERCISE OF OPTIONS TO EXTEND OIL AND GAS LEASES IN CONJUNCTION

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

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THEREWITH RECORDED OCTOBER 28, 2014 UNDER RECEPTION NO. [**D4101415**](#).

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

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

73. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED AUGUST 29, 2011 UNDER RECEPTION NO. [**D1082659**](#).
74. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE EASEMENT RECORDED AUGUST 22, 2012 UNDER RECEPTION NO. [**D2093077**](#).
75. THE EFFECT OF AFFIDAVIT OF SURFACE INSPECTION RECORDED AUGUST 19, 2013 UNDER RECEPTION NO. [**D3104346**](#)
76. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SURFACE USE AGREEMENT RECORDED AUGUST 25, 2016 UNDER RECEPTION NO. [**D6094781**](#).
77. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED NOVEMBER 17, 2017 UNDER RECEPTION NO. [**D7130767**](#).

ADDENDUM TO MASTER LICENSE AGREEMENT RECORDED APRIL 1, 2019 UNDER RECEPTION NO. [**D9027287**](#).

ADDENDUM TO MASTER LICENSE AGREEMENT RECORDED JULY 30, 2019 UNDER RECEPTION NO. [**D9075368**](#).

78. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF DEDICATION RECORDED JUNE 20, 2018 UNDER RECEPTION NO. [**D8059944**](#).
79. SPECIAL WARRANTY AND BARGAIN AND SALE DEEDS CONVEYING WATER RIGHTS RECORDED JULY 9, 2018 UNDER RECEPTION NOS. [**D8066512**](#) AND [**D8066521**](#).
80. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [**8076564**](#).
81. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [**D8076565**](#).
82. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [**D8076563**](#).
83. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [**D8076573**](#).
84. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [**D8076578**](#).
85. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. [**D8076583**](#).
86. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN VESTED PROPERTY RIGHTS DEVELOPMENT AGREEMENT PERTAINING TO COTTONWOOD CREEK ANNEXATION NOS. 1, 2 AND 3 RECORDED SEPTEMBER 05, 2018 UNDER RECEPTION NO. [**D8088504**](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

Order Number: RND70701252

Policy No.: PIB70701252.4850729

87. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101267](#).
88. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101275](#).
89. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101324](#).
90. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD CREEK MD NOS 1 TO 5, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 16, 2018, UNDER RECEPTION NO. [D8102216](#).
91. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EAST AURORA ANNEXATION FRAMEWORK DEVELOPMENT PLAN RECORDED NOVEMBER 13, 2018 UNDER RECEPTION NO. [D8111506](#).
92. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF CONNECTION, DEDICATION AND TRANSPORTATION AGREEMENT RECORDED JANUARY 23, 2019 UNDER RECEPTION NO. [D9006387](#).
93. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PARTIAL ASSIGNMENT OF RIGHT-OF-WAY RECORDED FEBRUARY 28, 2020 UNDER RECEPTION NO. [E0025087](#).
94. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT REGARDING COTTONWOOD CREEK ANNEXATION NOS. 1, 2 AND 3 RECORDED JANUARY 10, 2020 UNDER RECEPTION NO. [E0003832](#).
95. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED APRIL 15, 2020 UNDER RECEPTION NO. [E0045368](#).
96. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. [E0121713](#).
97. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CRUDE OIL PIPELINE - SITE PLAN RECORDED JULY 28, 2020 UNDER RECEPTION NO. [E0094608](#).
98. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE NATURAL GAS PIPELINE GATHERING SYSTEM AS-BUILT SITE PLAN RECORDED NOVEMBER 6, 2020 UNDER RECEPTION NO. [E0153558](#).
(ITEMS 66 THROUGH 98 AFFECT PARCEL C)
99. RIGHTS OF THE PUBLIC, CITY OF AURORA AND COUNTY OF ARAPAHOE IN AND TO EAST YALE AVENUE AND COLORADO ROAD 83.
100. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED SEPTEMBER 11, 1894 IN BOOK A57 AT PAGE [80](#).
101. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 11, 1989, IN BOOK 5749 AT PAGE [779](#).
102. DEED OF TRUST DATED APRIL 13, 2005, FROM COTTONWOOD CREEK INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY, COLORADO FOR THE USE OF GLENN O. FENNELL, VICTOR D. L'ESPERANCE AND DELMAR G. PENCE TO SECURE THE SUM OF \$10,080,000.00 RECORDED APRIL 14, 2005, UNDER RECEPTION NO. [B5053264](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

Order Number: RND70701252

Policy No.: PIB70701252.4850729

FIRST AMENDMENT TO SAID DEED OF TRUST RECORDED MAY 12, 2009 UNDER RECEPTION NO.
[B9049152](#),

SECOND AMENDMENT RECORDED JANUARY 13, 2011 UNDER RECEPTION NO. [D1004923](#),

THIRD AMENDMENT RECORDED AUGUST 24, 2011 UNDER RECEPTION NO. [D1081238](#),

SUBORDINATION AGREEMENTS IN CONJUNCTION WITH SAID DEED OF TRUST RECORDED
SEPTEMBER 1, 2011 UNDER RECEPTION NO. [D1084177](#) AND AUGUST 22, 2012 UNDER RECEPTION
NO. [D2093078](#).

AUTHORIZATION TO DISBURSE FUNDS RECORDED APRIL 27, 2015 UNDER RECEPTION NO.
[D5041396](#).

AUTHORIZATION TO DISBURSE FUNDS RECORDED APRIL 27, 2015 UNDER RECEPTION NO.
[D5041397](#).

103. TERMS, CONDITIONS AND PROVISIONS OF INTERCREDITOR AGREEMENT RECORDED APRIL 14, 2005
UNDER RECEPTION NO. [B5053269](#).
104. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION
AGREEMENT RECORDED APRIL 10, 2007 UNDER RECEPTION NO. [B7044752](#).
105. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE
RECORDED APRIL 23, 2007 UNDER RECEPTION NO. [B7051150](#).
106. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE
RECORDED APRIL 23, 2007 UNDER RECEPTION NO. [B7051151](#).
107. SPECIAL WARRANTY DEED CONVEYING WATER RIGHTS RECORDED JUNE 12, 2007 UNDER
RECEPTION NO. [B7074676](#).
108. OIL AND GAS LEASE BETWEEN COTTONWOOD CREEK INVESTORS, LLC, LESSOR, AND ANADARKO
E&P COMPANY LP, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED AUGUST 29, 2011,
UNDER RECEPTION NO. [D1082658](#).

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

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

109. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM
OF SURFACE USE AGREEMENT RECORDED AUGUST 29, 2011 UNDER RECEPTION NO. [D1082659](#).
110. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE
AGREEMENT RECORDED AUGUST 25, 2016 UNDER RECEPTION NO. [D6094781](#).
111. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE
COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT
RECORDED JUNE 23, 2015, UNDER RECEPTION NO. [D5065652](#).
112. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE
COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT

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PROPERTY INFORMATION BINDER

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Policy No.: PIB70701252.4850729

113. RECORDED JUNE 23, 2015, UNDER RECEPTION NO. [D5065653](#). ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 23, 2015, UNDER RECEPTION NO. [D5065654](#).
114. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 23, 2015, UNDER RECEPTION NO. [D5065655](#).
115. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 23, 2015, UNDER RECEPTION NO. [D5065656](#).
116. TERMS, CONDITIONS AND PROVISIONS OF SPECIAL DISTRICT PUBLIC DISCLOSURE RECORDED JUNE 23, 2015 AT RECEPTION NO. [D5065657](#).
117. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AFFIDAVIT OF SURFACE INSPECTION RECORDED MAY 10, 2017 UNDER RECEPTION NO. [D7052938](#).
118. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD CREEK MD NOS 1 TO 5, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 16, 2018, UNDER RECEPTION NO. [D8004817](#) AND RECORDED JANUARY 16, 2018 UNDER RECEPTION NO. [D8004818](#) AND RECORDED JANUARY 16, 2018 UNDER RECEPTION NO. [D8004819](#) AND RECORDED JANUARY 16, 2018 UNDER RECEPTION NO. [D8004820](#).
DISCLOSURE TO PURCHASERS RECORDED JANUARY 11, 2017 UNDER RECEPTION NO. [D7003469](#).
119. TERMS, CONDITIONS AND PROVISIONS OF ORDERS FOR EXCLUSION RECORDED JANUARY 17, 2018 AT RECEPTION NOS. [D8005759](#), [D8005760](#), [D8005761](#) AND [D8005762](#).
120. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM RECORDED JANUARY 22, 2018 UNDER RECEPTION NO. [D8006788](#).
121. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF AGREEMENT REGARDING ROADWAY VACATION RECORDED FEBRUARY 21, 2018 UNDER RECEPTION NO. [D8017132](#).
122. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF DEDICATION RECORDED JUNE 20, 2018 UNDER RECEPTION NO. [D8059944](#).
123. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101267](#).
124. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101275](#).
125. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 UNDER RECEPTION NO. [D8101324](#).
126. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF CONNECTION, DEDICATION AND TRANSPORTATION AGREEMENT (DEDICATION OF CRUDE OIL) RECORDED JANUARY 23, 2019 UNDER RECEPTION NO. [D9006387](#).
127. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70701252.3090573 WHICH IS HEREBY CANCELLED

Order Number: RND70701252

Policy No.: PIB70701252.4850729

GRANTED IN MEMORANDUM OF AGREEMENT RECORDED APRIL 15, 2020 UNDER RECEPTION NO.

[**E0045368.**](#)

128. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. [**E0121738.**](#)

(ITEMS 99 THROUGH 128 AFFECT PARCEL D)

129. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED MAY 07, 2021 UNDER RECEPTION NO. [**E1075425.**](#)

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

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

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
(303) 270-0445
Tax ID: 84-0572036

CVL CONSULTANTS
ATTN: KEVIN KUCHARCZYK
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112-1562

Reference

Your Reference Number:
Our Order Number: 70701252
Our Customer Number: 55259.3
Invoice (Process) Date: 06-15-2021
Transaction Invoiced By: Tom Day
Email Address: tday@ltgc.com

Invoice Number: 70701252-1

Property Address: COTTONWOOD CREEK, AURORA, CO

Parties: COTTONWOOD CREEK INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY

- Charges -

| | |
|-----------------------------|--------|
| Property Information Binder | \$0.00 |
| Amount Credited | \$0.00 |
| Total Invoice Amount | \$0.00 |
| Total Amount Due | \$0.00 |

Payment due upon receipt

Please reference Invoice No. 70701252-1 on payment

Please make check payable and send to:

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111

