



SCHEDULE A

Title Report No.: NCSCO01314-DK, Amendment No. 3

1. **Effective Date:** May 26, 2026 at 12:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:
Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:
[Ridgegate Investments, Inc., a Delaware corporation; and The Parker Water and Sanitation District; and the City of Lone Tree, a Colorado home rule municipality, all as their interests appear of record.](#)
4. The land referred to in this Title Report is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
(for informational purposes only) Ridgegate East Filing No. 5, Lone Tree, CO 80134

EXHIBIT "A"
Legal Description

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, AS BEARING N89°17'15"E A DISTANCE OF 2596.42 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 24 BEING A FOUND 1-1/2" DIAMETER BRASS CAP, SET IN A 6" DIAMETER CONCRETE POST AND THE NORTH QUARTER CORNER OF SAID SECTION 24, BEING A FOUND 1-1/2" DIAMETER BRASS CAP, SET IN A 6" DIAMETER CONCRETE POST.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 24;

THENCE S07°55'32"E A DISTANCE OF 337.11 FEET TO THE SOUTHWEST CORNER OF A SPECIAL WARRANTY DEED AS RECORDED FEBRUARY 8, 2000 AT BOOK 1807 PAGE 2025, RECEPTION NUMBER 00008571 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE N89°54'50"E ALONG THE SOUTHERLY LINE OF SAID SPECIAL WARRANTY DEED AT BOOK 1807 PAGE 2025 A DISTANCE OF 206.74 FEET TO A POINT ON THE WESTERLY LINE OF A SPECIAL WARRANTY DEED AS RECORDED JANUARY 31, 2007 AT RECEPTION NUMBER 2007009356 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE S24°09'27"W ALONG THE SAID WESTERLY LINE OF THE SPECIAL WARRANTY DEED AT RECEPTION NUMBER 2007009356 A DISTANCE OF 14.77 FEET;

THENCE N89°52'02"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 12.89 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°05'28", A RADIUS OF 177.43 FEET, A CHORD BEARING S74°02'10"E A DISTANCE OF 67.99 FEET, AND AN ARC DISTANCE OF 68.41 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, TANGENT WITH THE PREVIOUS DESCRIBED CURVE, HAVING A CENTRAL ANGLE OF 27°46'10", A RADIUS OF 75.04 FEET, A CHORD BEARING S76°52'31"E A DISTANCE OF 36.01 FEET, AND AN ARC DISTANCE OF 36.37 FEET;

THENCE N89°14'24"E TANGENT WITH THE PREVIOUS DESCRIBED CURVE A DISTANCE OF 346.85 FEET;

THENCE N82°13'58"E A DISTANCE OF 12.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AT RECEPTION NUMBER 2007009356;

THENCE N00°05'10"W ALONG SAID EASTERLY LINE OF THE SPECIAL WARRANTY DEED AT RECEPTION NUMBER 2007009356 A DISTANCE OF 449.65 FEET TO A POINT ON THE NORTHERLY LINE OF A FIFTY (50) FOOT RIGHT-OF-WAY AGREEMENT AS RECORDED APRIL 3, 1970 AT BOOK 202 PAGE 464,

EXHIBIT "A"
Legal Description

RECEPTION NUMBER 136404 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE

THENCE N89°18'02"E ALONG SAID NORTHERLY LINE OF A FIFTY (50) FOOT RIGHT-OF-WAY AGREEMENT AT BOOK 202 PAGE 464 A DISTANCE OF 1443.86 FEET;

THENCE S14°58'46"E ALONG THE WESTERLY LINE AND PROLONGATION THEREOF OF A SPECIAL WARRANTY DEED AS RECORDED DECEMBER 16, 2024 AT RECEPTION NUMBER 2024054405 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE A DISTANCE OF 208.73 FEET;

THENCE S39°31'24"W ALONG SAID WESTERLY LINE OF A SPECIAL WARRANTY DEED AT RECEPTION NUMBER 2024054405 NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 29.67 FEET TO A POINT ON THE SOUTHERLY LINE OF A BARGAIN AND SALE DEED AS RECORDED JULY 18, 2019 AT RECEPTION NUMBER 2019035071 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHERLY LINE OF SAID BARGAIN AND SALE DEED AT RECEPTION NUMBER 2019035071 THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 14°52'58", A RADIUS OF 1861.00 FEET, A CHORD BEARING S65°14'01"W A DISTANCE OF 482.05 FEET, AND AN ARC DISTANCE OF 483.40 FEET;
2. THENCE S57°47'32"W TANGENT WITH THE PREVIOUS AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 358.43 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°57'25", A RADIUS OF 1789.00 FEET, A CHORD BEARING S60°46'15"W A DISTANCE OF 185.92 FEET, AND AN ARC DISTANCE OF 186.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AT RECEPTION NUMBER 2024054405;

THENCE ALONG THE EASTERLY, NORTHERLY, AND WESTERLY LINES OF SAID BARGAIN AND SALE DEED AT RECEPTION NUMBER 2019035071 THE FOLLOWING FIVE (5) COURSES:

1. N26°15'03"W NON-TANGENT WITH THE PREVIOUS DESCRIBED CURVE A DISTANCE OF 5.00 FEET;
2. THENCE N69°02'53"W A DISTANCE OF 34.53 FEET;
3. THENCE S71°07'44"W A DISTANCE OF 97.00 FEET;
4. THENCE S18°52'16"E A DISTANCE OF 16.97 FEET;
5. THENCE S27°10'32"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 33.21 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE BARGAIN AND SALE DEED AT RECEPTION NUMBER 2019035071;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID BARGAIN AND SALE DEED AT RECEPTION NUMBER 2019035071 THE FOLLOWING SEVEN (7) COURSES:

EXHIBIT "A"
Legal Description

1. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°15'08", A RADIUS OF 1789.00 FEET, A CHORD BEARING S68°38'13"W A DISTANCE OF 7.87 FEET, AND AN ARC DISTANCE OF 7.87 FEET;
 2. THENCE S71°47'59"W NON-TANGENT WITH THE PREVIOUS DESCRIBED CURVE AND TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 159.98 FEET;
 3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°42'00", A RADIUS OF 1050.50 FEET, A CHORD BEARING S82°08'59"W A DISTANCE OF 377.47 FEET, AND AN ARC DISTANCE OF 379.53 FEET;
 4. THENCE N87°33'42"W NON-TANGENT WITH THE PREVIOUS AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 158.11 FEET;
 5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°27'42", A RADIUS OF 1062.50 FEET, A CHORD BEARING N78°42'41"W A DISTANCE OF 8.56 FEET, AND AN ARC DISTANCE OF 8.56 FEET;
 6. THENCE N78°28'50"W TANGENT WITH THE PREVIOUS DESCRIBED CURVE A DISTANCE OF 308.25 FEET;
 7. THENCE N11°31'10"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 18.00 FEET TO A POINT ON THE NORTHERLY LINE OF A BARGAIN AND SALE DEED AS RECORDED JUNE 14, 2010 AT RECEPTION NUMBER 2010035810 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, ALONG SAID NORTHERLY LINE THE BARGAIN AND SALE DEED AT RECEPTION NUMBER 2010035810 HAVING A CENTRAL ANGLE OF 3°33'07", A RADIUS OF 1716.00 FEET, A CHORD BEARING N76°42'16"W A DISTANCE OF 106.37 FEET, AND AN ARC DISTANCE OF 106.38 FEET;
- THENCE N03°23'32"W NON-TANGENT WITH THE PREVIOUS DESCRIBED CURVE A DISTANCE OF 236.34 FEET;
- THENCE N02°23'28"E A DISTANCE OF 91.43 FEET TO THE **POINT OF BEGINNING**.

Legal Description prepared by
Merrick & Company
8051 E. Maplewood Avenue, Suite 300,
Greenwood Village, CO 80111

Note: For informational purposes only, the following tax parcel numbers affect all or parts of the above described land:

Tax Parcel No. 2231-133-00-007 (in Ridgeway Inv. Only a portion of this parcel number)
Tax Parcel No. 2231-242-00-016 (in Ridgeway Inv. Only a portion of this parcel number)
Tax Parcel No. 2231-242-00-001 (in Parker Water & Sanitation Dist. Only a portion of this parcel)
Tax Parcel No. 2231-242-00-013 (in City of Lone Tree. Appears to be all of this parcel number)
Tax Parcel No. 2231-242-00-014 (in City of Lone Tree. Appears to be all of this parcel)

EXHIBIT "A"
Legal Description

SCHEDULE B Exceptions

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any 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.

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

6. Water rights, claims or title to water, whether or not these matters are shown by the Public Records.
7. Taxes and assessments for the current year, including all taxes now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.
9. All of the coal veins and deposits as set forth in the instrument shown below, and the right thereof to mine, extract and remove any and all of the veins or deposits of coal situated or being underneath the surface of the Land in ordinary mine fashion but not to enter upon the surface reserved by Union Pacific Railway Company in Deed recorded November 5, 1887 in [Book S at Page 249](#). Relinquishment of Surface Rights recorded September 8, 1969 in [Book 197 at Page 25](#). Request for Notification of Surface Development recorded May 16, 2002 in [Book 2330 at Page 1456](#).
10. Reservations contained in United States Patents filed November 20, 1891 as [Reception No. 3792](#) which among other things recites as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the 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.
11. Terms, conditions, provisions, agreements and obligations contained in the Right of way granted to Colorado Central Power Company recorded June 17, 1948 in [Book 101 at Page 167](#).
12. Terms, conditions, provisions, agreements and obligations contained in the Right of Way Agreement for natural gas pipeline , but limited to those parcels as described in Tract No. 3 of said instrument, recorded November 14, 1969 in [Book 199 at Page 62](#).
13. An easement for pipeline purposes granted to Colorado Interstate Corporation by the instrument recorded April 3, 1970 in [Book 202 at Page 464](#). Assignments to Public Service Company recorded November 25,

SCHEDULE B
Exceptions
(continued)

1991 in [Book 1098 at Page 364](#) and February 3, 1993 in [Book 1109 at Page 1379](#). Quit Claim Deed to Ridgeway Investments, Inc., recorded February 12, 2015 at Reception No. [2015008602](#).

14. Easement Agreement to American Telephone and Telegraph Company as contained in instrument recorded October 13, 1987 in [Book 753 at Page 126](#).
15. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Cherry Creek Basin Authority, as evidenced by instrument(s) recorded May 6, 1988 in [Book 790 at Page 718](#).
16. Intentionally deleted.
17. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the E-470 Public Highway Authority, as evidenced by instrument(s) recorded December 19, 1995 in [Book 1307 at Page 235](#). Certificate of Organization recorded May 12, 1988 in [Book 792 at Page 3](#).
18. Terms, conditions, provisions, agreements and obligations contained in the Colony Substation Agreement recorded October 6, 1999 in [Book 1763 at Page 2134](#). Exemption Survey of Colony Substation, recorded November 15, 1999 at [Reception No. 99095409](#).
19. Terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Multi-Use Easement recorded February 8, 2000 in [Book 1807 at Page 2034](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Easement recorded February 8, 2000 in [Book 1807 at Page 2038](#).
21. An easement for utilities and incidental purposes granted to Public Service Company of Colorado recorded February 8, 2000 in [Book 1807 at Page 2043](#).
22. An easement for utilities and incidental purposes granted to Public Service Company of Colorado, by instrument recorded February 8, 2000 in [Book 1807 at Page 2048](#).
23. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Rampart Range Metropolitan District No.4, as evidenced by instrument(s) recorded March 12, 2001 at Book 1984 [Page 643](#) and recorded December 23, 2014 at [Reception No. 2014075129](#) Order for Inclusion recorded April 13, 2018 at [Reception No. 2018021785](#). First Amendment to Special District recorded January 2, 2019 at [Reception No. 2019000217](#).
24. Any taxes or assessments by reason of the inclusion of the Land in the Rampart Range Metropolitan District No. 5, by instrument recorded March 12, 2001 in [Book 1984 at Page 651](#). Order for Exclusion recorded April 3, 2019 at [Reception No. 2019017308](#).
25. An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded May 2, 2002 in [Book 2321 at Page 778](#).
26. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Southeast Public Improvement Metropolitan District, as evidenced by instrument(s) recorded April 8, 2004 at [Reception No. 2004035426](#) and November 10, 2004 at [Reception No. 2004115422](#) and November 18, 2004 at [Reception No. B4201315](#) (Arapahoe County Records) and April 11, 2008 at Reception [No. 2008026200](#).

SCHEDULE B
Exceptions
(continued)

27. All water, water rights or claims thereto, in, on or under the land, including but not limited to those as set forth in Special Warranty Deed recorded January 31, 2007 at [Reception No. 2007009351](#).
28. Terms, conditions, provisions, agreements and obligations contained in the Order of Inclusion into Parker Water and Sanitation District recorded January 12, 2007 at [Reception No. 2007003921](#). Real Property Inclusion Agreement among Parker Water and Sanitation District, Rampart Range Metropolitan District No. 1 and Colony Investments, Inc., recorded January 31, 2007 at Reception [No. 2007009349](#). Assignment and Assumption Agreement recorded December 31, 2007 at [Reception No. 2007100490](#).
29. Terms, conditions, provisions, agreements and obligations contained in the Intergovernmental Agreement for Water and Sewer Service recorded January 31, 2007 at [Reception No. 2007009350](#). First Amendment recorded October 5, 2012 at [Reception No. 2012075572](#). Interim Addendum recorded October 5, 2012 at [Reception No. 2012075615](#). First Addendum recorded August 8, 2014 at [Reception No. 2014044603](#). Assignment and Assumption Agreement recorded December 31, 2007 at [Reception No. 2007100490](#).
30. Terms, conditions, provisions, agreements and obligations contained in the License Agreement from Parker Water and Sanitation District to Colony Investments, Inc. for operation of 4 shallow wells recorded August 24, 2007 at [Reception No. 2007068010](#). Sub-License Agreement (records without description or referenced Exhibit A), which was recorded December 5, 2007 at Reception Number [2007094342](#). Sub-License Agreement recorded December 17, 2007 at [Reception No. 2007096913](#). Assignment and Assumption Agreement recorded December 31, 2007 at Reception No. [2007100490](#).
31. Terms, conditions, provisions, agreements and obligations contained in the License Agreement from Parker Water and Sanitation District to Colony Investments, Inc. for well maintenance recorded September 4, 2007 at [Reception No. 2007070359](#). Sub-License Agreement recorded December 17, 2007 at [Reception No. 2007096913](#). Assignment and Assumption Agreement recorded December 31, 2007 at [Reception No. 2007100490](#).
32. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement for Drainage Facilities recorded June 14, 2010 at [Reception No. 2010035811](#).
33. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Rampart Range Metropolitan District No. 4 recorded December 23, 2014 at [Reception No. 2014075129](#) and Rampart Range Metropolitan District No. 5 recorded December 23, 2014 at [Reception No. 2014075130](#). Order for Inclusion (District 4) recorded April 13, 2018 at [Reception No. 2018021785](#). First Amendment to Special District recorded January 2, 2019 at [Reception No. 2019000217](#). Joint Resolution of Rampart Range Metropolitan District No. 5 and Rampart Range Metropolitan District No. 6 Concerning the Imposition of Development Fees recorded November 8, 2019 at Reception No. [2019076082](#). Joint Resolution of Rampart Range Metropolitan District No. 5 and Rampart Range Metropolitan District No. 8 Concerning the Imposition of Development Fees recorded November 8, 2019 at [Reception No. 2019076083](#). First Amendment to the Joint Resolution for Districts 5 and 6 recorded March 9, 2021 at [Reception No. 2021031149](#). First Amendment to the Joint Resolution for Districts 5 and 8 recorded March 9, 2021 at [Reception No. 2021031150](#). Second Amendment to Joint Resolution for Districts 5 and 8 recorded June 10, 2021 at [Reception No. 2021072637](#). Second Amendment to Joint Resolution for Districts 5 and 6 recorded October 1, 2021 at Reception No. [2021113024](#). Third Amendment to Joint Resolution for Districts 5 and 8 recorded October 1, 2021 at [Reception No. 2021113025](#). Third Amendment to Joint Resolution for Districts 5 and 6 recorded November 28, 2022 at [Reception No. 2022074105](#). Fourth Amendment to Joint Resolution for Districts 5 and 6 recorded December 13, 2023 at [Reception No. 2023052099](#). Fifth Amendment to Joint Resolution of Districts 5 and 6 recorded August 2, 2024 at [Reception No. 2024032242](#). Seventh Amendment recorded October 2, 2025 at Reception No.

SCHEDULE B
Exceptions
(continued)

[2025046780.](#)

- 34. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Regional Transportation District, as evidenced by instrument(s) recorded March 3, 2016 at [Reception No. 2016012841.](#)
- 35. Intentionally deleted.
- 36. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the South Suburban Park and Recreation District recorded July 6, 2018 at [Reception No. 2018040979.](#)
- 37. Terms, conditions, provisions, agreements and obligations contained in the Amended and Restated Annexation and Development Agreement with Respect to the East Side Property recorded August 20, 2018 at [Reception No. 2018050200.](#) First Amendment recorded August 5, 2021 at Reception [No. 2021092800.](#)
- 38. Intentionally deleted.
- 39. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Covenants Imposing and Implementing The Ridgeway East Public Improvements Fee recorded on October 3, 2019, at [Reception No. 2019065376.](#) First Amendment recorded June 1, 2020 at [Reception No. 2020046546.](#)
- 40. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Architectural and Use Restrictions recorded on February 14, 2020, at [Reception No. 2020011022.](#)
- 41. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant (Hospital/Emergency Center/Surgery Center) for the benefit of HCA-Healthone LLC recorded on February 21, 2020, at [Reception No. 2020012401.](#)
- 42. Intentionally deleted.
- 43. Terms, conditions, provisions, agreements and obligations contained in the Avigation Notice by Ridgeway Investments, Inc. recorded on March 6, 2020, at [Reception No. 2020016188.](#)
- 44. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement Agreement in favor of the Parker Water and Sanitation District for water and sewer pipelines recorded on June 18, 2020, at Reception No. [2020053281.](#)
- 45. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement Agreement in favor of the Parker Water and Sanitation District for water and sewer pipelines recorded on June 18, 2020, at Reception No. [2020053282.](#)
- 46. Terms, conditions, provisions, agreements and obligations contained in the Access Easement Agreement in favor of Parker Water and Sanitation District recorded on June 18, 2020, at [Reception No. 2020053283.](#)
- 47. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant in favor of SH Lyric, LLC recorded on June 22, 2021, at [Reception No. 2021076870.](#)
- 48. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Public Service Company of Colorado, for public utilities, recorded on August 17, 2021, as Reception [No. 2021096833.](#)

SCHEDULE B
Exceptions
(continued)

49. Terms, conditions, provisions, agreements and obligations contained in the Joint Resolution of Rampart Range Metropolitan Districts No. 1, 5 and 6 to Impose Water Resource Credit Fees recorded on October 1, 2021, at [Reception No. 2021113026](#). First Amendment to Joint Resolution of Districts 1, 5 and 6 recorded November 28, 2022 at [Reception No. 2022074104](#). Second Amendment to Joint Resolution for Districts 1, 5 and 6 recorded December 13, 2023 at [Reception No. 2023052098](#). Third Amendment to Joint Resolution for Districts 1, 5 and 6 recorded April 18, 2024 at [Reception No. 2024015058](#). Fourth Amendment to Joint Resolution of Districts 1, 5 and 6 recorded August 2, 2024 at [Reception No. 2024032241](#).
50. Terms, conditions, provisions, agreements and obligations contained in the Joint Resolution of Rampart Range Metropolitan Districts No. 1, 5 and 8 to Impose Water Resource Credit Fees recorded on October 1, 2021, at [Reception No. 2021113027](#). Fifth Amendment recorded October 2, 2025 at Reception No. [2025046779](#).
51. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Public Service Company of Colorado, for public utilities, recorded on February 22, 2022, as [Document No. 2022013239](#).
52. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Public Service Company of Colorado, for public utilities, recorded on February 22, 2022 at Reception [No. 2022013241](#).
53. Terms, conditions, provisions, agreements and obligations contained in the Rampart Range Metropolitan Districts No. 4, 5, 6 & 8 Joint Disclosure to Purchasers recorded on February 15, 2023, at [Reception No. 2023006384](#). The Joint Disclosure to Purchasers for the Districts recorded May 1, 2024 at [Reception No. 2024017321](#).
54. Terms, conditions, provisions, agreements and obligations contained in the Site and Improvement Lease Agreement by and between City of Lone Tree, Colorado as Lessor, and U.S. Bank Trust company, National Association solely in its capacity as Trustee under the Indenture, as Lessee recorded on April 9, 2024, at [Reception No. 2024013587](#). Parcel Two of said instrument appears to cover Lot 2 of the proposed plat.
55. Terms, conditions, provisions, agreements and obligations contained in the Lease Purchase Agreement between U.S. Bank Trust Company, National Association, solely in its capacity as Trustee under the Indenture, as Lessor, and the City of Lone Tree, as Lessee recorded on April 9, 2024, at [Reception No. 2024013588](#). Parcel Two therein appears to cover Lot 2 of the proposed plat.
56. Terms, conditions, provisions, agreements and obligations contained in the Ridgeway, 7th Amendment Planned Development District recorded on December 19, 2024, at [Reception No. 2024055084](#).
57. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant recorded on December 18, 2025, at Reception No. [2025060508](#).
58. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant recorded on December 18, 2025, at Reception No. [2025060509](#).
59. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant recorded on December 18, 2025, at Reception No. [2025060510](#).
60. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement

SCHEDULE B
Exceptions
(continued)

Agreement recorded on February 24, 2026, at Reception No. [2026008422](#).

61. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Rampart Range Metropolitan District No. 8 recorded September 17, 2025 at Reception No. [2025043866](#).
62. Terms, conditions, provisions, agreements and obligations contained in the Intergovernmental Agreement for Inclusion of City Owned Real Property Into The Boundaries of Rampart Range Metropolitan District No. 8 recorded on September 17, 2025, at Reception No. [2025043870](#).
63. Terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Utility Easement recorded on December 12, 2025, at Reception No. [2025059572](#).
64. Terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Utility Easement recorded on December 12, 2025, at Reception No. [2025059489](#).
65. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement recorded on July 23, 2025, at Reception No. [2025034187](#).
66. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement recorded on September 24, 2025, at Reception No. [2025045084](#).
67. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Easement recorded on December 16, 2025, at Reception No. [2025060199](#).

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

EXHIBIT "B"

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR

EXHIBIT "B"

(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

LIMITATIONS OF LIABILITY

(continued)

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.