

WARRANTY DEED

THIS DEED is made this ____ day of _____, 2022, between SOH Residential Investors, Inc. ("the Grantor"), whose street address is c/o Centre Communities Ltd., PO Box 1007578, Denver, Colorado 80250-0757, and **ARAPAHOE COUNTY, COLORADO**, a political subdivision of the State of Colorado ("Grantee"), whose street address is 5334 South Prince Street, Littleton, Colorado 80120.

WITNESS, that Grantor, for and in consideration of the payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm in fee simple unto Grantee, its heirs and assigns forever, all real property, together with improvements, if any, situate, lying, and being in the County of Arapahoe and the State of Colorado, as described in Exhibit 'A'.

Said property is conveyed for road purposes, and except to the extent necessary for subjacent and/or lateral support of roadways or other improvements made to the land, all oil and gas and other minerals rights associated with the property, are excepted from and not included in this conveyance.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its heirs and assigns forever. The Grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has/have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except:

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 land 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, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.

7. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies.
9. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded February 9, 1894 in Book A57 at Page 79.
10. Any tax, lien, fee or assessment by reason of inclusion of subject property in the East Cherry Creek Valley Water and Sanitation District, as evidenced by instrument recorded April 19, 1978 in Book 2760 at Page 474. None currently due or payable as of October 14, 2022, and County assumes no responsibility for any tax, lien, or assessment imposed prior to the date of County's acceptance of the property described in the deed.
11. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cunningham Fire Protection District, as evidenced by instrument recorded January 28, 1983 in Book 3785 at Page 265. None currently due or payable as of October 14, 2022, , and County assumes no responsibility for any tax, lien, or assessment imposed prior to the date of County's acceptance of the property described in the deed.
12. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Arapahoe Park and Recreation District, as evidenced by instrument recorded August 2, 1983 in Book 3928 at Page 252. None currently due or payable as of October 14, 2022, and County assumes no responsibility for any tax, lien, or assessment imposed prior to the date of County's acceptance of the property described in the deed.
13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed Slope Easement recorded June 2, 1988 in Book 5447 at Page 131.
Quit Claim Deed in connection therewith recorded July 17, 2007 at Reception No. B7091346.
Petition for Vacation of Easement in connection therewith recorded February 27, 2019 at Reception No. D9016890.
14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the E-470 Public Highway Authority, as evidenced by instrument recorded December 19, 1995 at Reception Nos. A5133863 and A5133865. None currently due or payable as of October 14, 2022, and County assumes no responsibility for any tax, lien, or assessment imposed prior to the date of County's acceptance of the property described in the deed.
15. Terms, conditions, provisions, obligations and agreements as set forth in the Development Plan and Agreement for Copperleaf Planned Unit Development recorded April 29, 2005 at Reception No. B5061112.
16. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants, Conditions and Restrictions for Copperleaf recorded June 28, 2005 at Reception No. B5095145, 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. Designation of Approved Builder in connection therewith recorded January 29, 2010 at Reception No. D009135.
17. Mineral rights as conveyed by Bargain and Sale Deeds recorded July 25, 2006 at Reception Nos. B6106668, B6106669, B6106670, B6106671, B6106672, B6106674, B6106675, and any and all

assignments thereof or interests therein.

18. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Copperleaf Filing

No. 2, recorded July 25, 2006 at Reception No. B6106703.

Quit Claim Deed in connection therewith recorded July 17, 2007 at Reception No. B7091344.

19. Terms, conditions, provisions, obligations and agreements as set forth in the Site Subdivision Improvement Agreement recorded July 25, 2006 at Reception No. B6106735.

20. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Traffic Signal Escrow Agreement recorded July 25, 2006 at Reception No. B6106736.

21. Covenants, conditions, restrictions and provisions as set forth in Declaration of Covenants Imposing and Implementing Public Improvement Fee recorded April 5, 2013 at Reception No. D3042488 and First Amendment recorded May 16, 2016 at Reception No. D6050197, 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.

22. Oil and Gas Lease recorded April 6, 2012 at Reception No. D2037938, and any and all assignments thereof or interests therein.

Memorandum of Surface Use Agreement in connection therewith recorded April 6, 2012 at Reception No. D2037939.

Memorandum of Agreement in connection therewith recorded August 17, 2012 at Reception No. D2090987.

23. Covenants, conditions, restrictions and provisions as set forth in Declaration of Covenants Imposing and Implementing Public Improvement Fee #2 recorded May 16, 2016 at Reception No. D6050198, 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.

24. Covenants, conditions, restrictions and provisions as set forth in Declaration of Covenants Imposing and Implementing Payment in Lieu of Taxes recorded December 23, 2016 at Reception No. D6149443, 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. None currently due or payable as of October 14, 2022, and the County has been released from the covenants, conditions, restrictions and provisions of such Declaration of Covenants by the instrument recorded on _____ at Reception No. _____.

25. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Deed recorded June 15, 2017 at Reception No. D7025425.

26. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Deed recorded June 15, 2017 at Reception No. D7067199.

27. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Copperleaf Filing

No. 14, recorded August 23, 2017 at Reception No. D7096276.

Petition for Vacation of Easement in connection therewith recorded February 27, 2019 at Reception No. D9016890.

28. Reservation of oil, gas and other minerals as reserved in Special Warranty Deed recorded August 25, 2017 at Reception No. D7097543, and any and all assignments thereof or interests therein.

29. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Deed recorded March 28, 2018 at Reception No. D8029844.

30. ~~Terms~~, conditions, provisions, obligations and agreements as set forth in the Subdivision Improvement Agreement and Restriction on Conveyance recorded April 6, 2018 at Reception No. D8033668.

31. ~~Oil and~~ Gas Lease recorded February 13, 2019 at Reception No. D9012492, and any and all assignments thereof or interests therein.

32. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Copperleaf Filing No. 19, recorded May 20, 2019 at Reception No. D9046743.

33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Petition for Vacation of Public Easement recorded September 15, 2022 at Reception No. E2095074.

The Grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

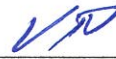
As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Remainder of page intentionally left blank, signatures on following pages]

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

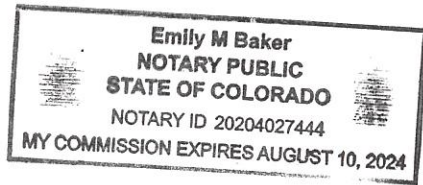

Grantor's Signature

Richard A. Frank
Grantor's Name [printed]


Title

STATE OF COLORADO }
 } ss.
COUNTY OF ARAPAHOE }

The foregoing instrument was acknowledged before me this 7th day of November, 2022 by
Richard A Frank



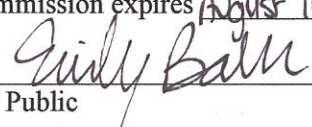
Witness my hand and official seal.
My commission expires August 10, 2024

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

THAT CERTAIN PORTION OF TRACT A, COPPERLEAF FILING NO. 19, IN THE COUNTY OF ARAPAHOE, STATE OF COLORADO, PER PLAT RECORDED MAY 20, 2019 AT RECEPTION NO. D9046743 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE WARRANTY DEED TO THE COUNTY OF ARAPAHOE RECORDED MARCH 9, 2016 AT RECEPTION NO. D6024231 IN SAID OFFICE OF THE CLERK AND RECORDER, BEING A POINT ON THE WEST RIGHT-OF-WAY OF COPPERLEAF BOULEVARD AS DEDICATED ON COPPERLEAF FILING NO. 2 RECORDED AT RECEPTION NO. B6106703, IN SAID OFFICIAL RECORDS, WHENCE THE EAST BOUNDARY OF SAID TRACT A, BEARS SOUTH 00°32'49" EAST WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID EAST BOUNDARY;

THENCE ALONG THE EAST BOUNDARY OF SAID TRACT A, AND SAID WEST RIGHT-OF-WAY, SOUTH 00°32'49" EAST, A DISTANCE OF 63.35 FEET TO THE SOUTHEAST CORNER OF SAID TRACT A;

THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT A, SOUTH 89°27'11" WEST, A DISTANCE OF 5.69 FEET;

THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 04°34'53" EAST, A DISTANCE OF 63.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.004 ACRES, (180 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

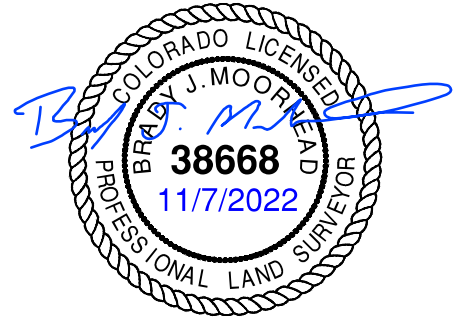
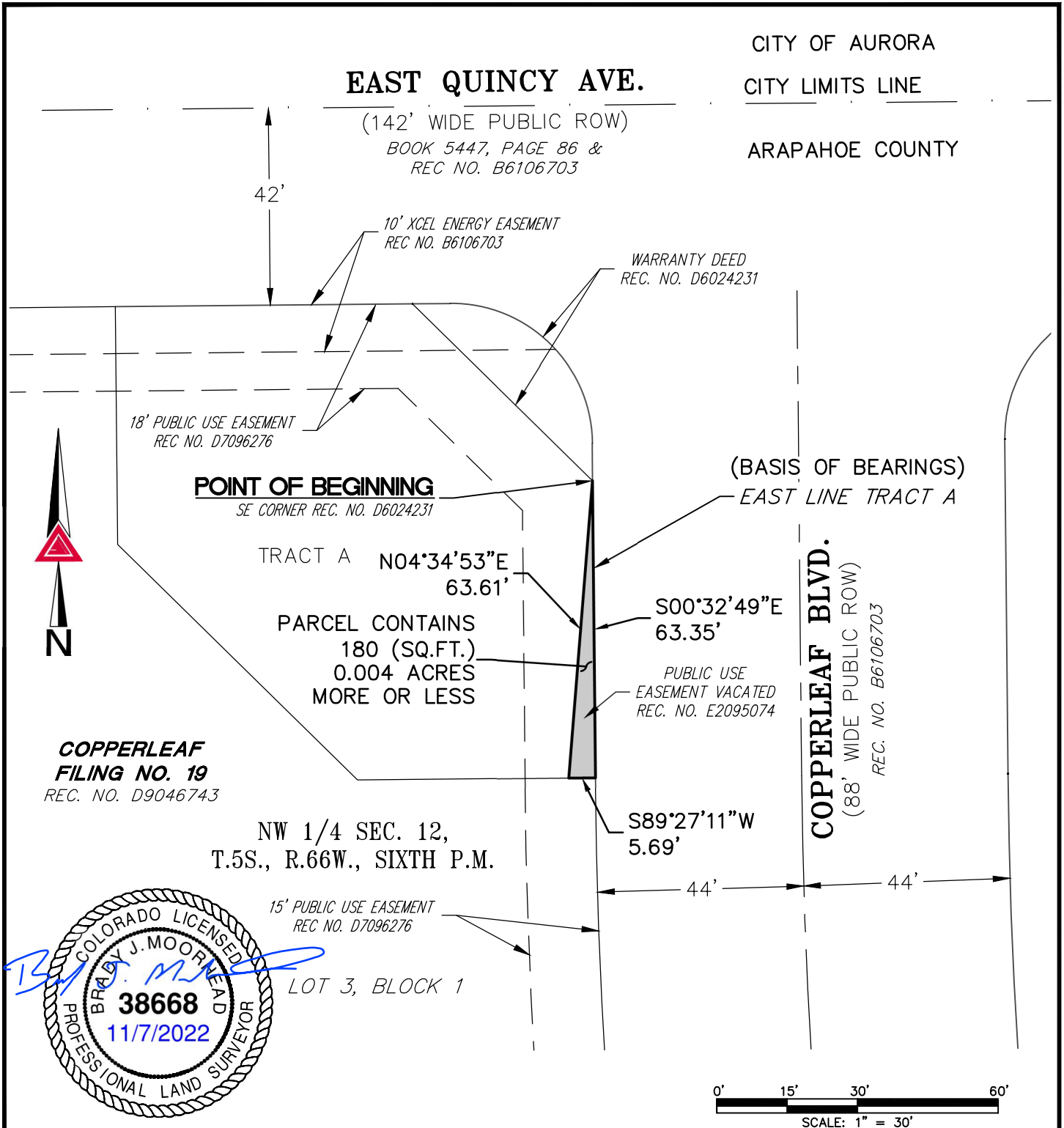


ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:144421-01\DWG\EXHIBITS
DWG NAME:
DWG: RDS CHK: JRW
DATE: 11/07/2022
SCALE: 1" = 30'



AZTEC
CONSULTANTS, INC.

2022-11-07 Copperleaf F19 Tract A ROW Dedication

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

R.O.W. DEDICATION

NW 1/4 SEC. 12, T5S, R66W, 6TH P.M.
ARAPAHOE COUNTY, COLORADO

JOB NUMBER 144421-01

2 OF 2 SHEETS