



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Land Title Guarantee Company
Customer Distribution

Our Order Number: ABC70549597.1-2

Date: 12-12-2018

Property Address: PILLAR OF FIRE INFORMATIONAL MASTER WESTMINSTER

For Title Assistance
SCOTT BENNETTS
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4175 (phone)
303-393-4842 (fax)
sbennetts@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

OREAD CAPITAL & DEVELOPMENT
Attention: AMBER SANDS
9033 E EASTER PL #110
ENGLEWOOD, CO 80112
303-604-5448 (work)
amber.sands@oreadcapital.com
Delivered via: Linked Commitment Delivery

Buyer/Borrower
OERead CAPITAL
Attention: MARK NICKLESS
mark.nickless@oreadcapital.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABC70549597.1-2

Date: 12-12-2018

Property Address: PILLAR OF FIRE INFORMATIONAL MASTER WESTMINSTER

Buyer/Borrower: WESTMINSTER OC, LLC, A COLORADO LIMITED LIABILITY COMPANY

Seller: PILLAR OF FIRE, A COLORADO NON-PROFIT CORPORATION

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	To Be Determined
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	To Be Determined
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70549597.1-2

Customer Ref-Loan No.:

Property Address:

PILLAR OF FIRE INFORMATIONAL MASTER WESTMINSTER

1. Effective Date:

11-26-2018 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 To Be Determined
Proposed Insured:
WESTMINSTER OC, LLC, A COLORADO LIMITED
LIABILITY COMPANY

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

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

PILLAR OF FIRE, A COLORADO NON-PROFIT CORPORATION

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

PARCEL A:

THOSE PORTIONS OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

ALL LOTS IN BLOCKS 201, 202, 203, 204, 220, 221, 222, 223, 227, 228 AND THE EAST 1/2 OF BLOCK 219, ALL IN OBSERVATORY ADDITION TO WESTMINSTER, TOGETHER WITH ADJOINING VACATED STREETS, ALLEYS AND AVENUES WHICH REVERT TO SAID LOTS BY OPERATION OF LAW, DUE TO VACATION PLAT FILED AUGUST 21, 1919 BY HAL SAYRE (STORED AS OUR ESI [34990371](#)), AND TOGETHER WITH THOSE STREETS AND ALLEYS VACATED BY ORDINANCE NO. 3198, SERIES OF 2005 RECORDED MARCH 7, 2005 UNDER RECEPTION NO. [20050307000226270](#), COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPTING THEREFROM THOSE PORTIONS, IF ANY, LYING WITHIN EXISTING LOWELL BOULEVARD, 82ND AVENUE, BRADBURN BOULEVARD AND 84TH AVENUE.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN LOWELL TERRACE SUBDIVISION.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE TOWN OF WESTMINSTER BY INSTRUMENT RECORDED JUNE 19, 1954 IN BOOK 502 AT PAGE [60](#) AND THAT PORTION CONVEYED TO COUNTY OF ADAMS, BY INSTRUMENT RECORDED SEPTEMBER 13, 1957 IN BOOK 674 AT PAGE [143](#).

ALSO EXCEPTING THOSE PORTIONS OF MEADE STREET BETWEEN BLOCK 222 AND BLOCK 223, OBSERVATORY ADDITION TO WESTMINSTER, CERTAIN PORTIONS OF THE ALLEY LYING BETWEEN MEADE STREET AND LOWELL BOULEVARD IN BLOCK 223, OBSERVATORY ADDITION TO WESTMINSTER, AND CERTAIN PORTIONS OF 82ND AVENUE LYING BETWEEN BLOCK 222 AND BLOCK 223, OBSERVATORY ADDITION TO WESTMINSTER TO THE NORTH, AND BLOCK 224 AND BLOCK 225,

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70549597.1-2

Customer Ref-Loan No.:

OBSERVATORY ADDITION TO WESTMINSTER TO THE SOUTH, ALL AS INCLUDED IN VACATION RECORDED MARCH 7, 2005, UNDER RECEPTION NO. [2005030700226270](#).

PARCEL B:

THOSE PORTIONS OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 14, INCLUSIVE, AND 35 THROUGH 48, INCLUSIVE, BLOCK 224,
LOTS 1 THROUGH 14, INCLUSIVE, AND 35 THROUGH 48, INCLUSIVE, BLOCK 225, AND
LOTS 1 THROUGH 5, INCLUSIVE, AND 36 THROUGH 48, INCLUSIVE, BLOCK 226,
ALL IN OBSERVATORY ADDITION TO WESTMINSTER, TOGETHER WITH THOSE STREETS AND ALLEYS
VACATED BY ORDINANCE NO. 3198, SERIES OF 2005 RECORDED MARCH 7, 2005 UNDER RECEPTION
NO. [20050307000226270](#), COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPTING THAT PORTION OF LAND AS SET FORTH IN THE CITY OF WESTMINSTER AGREEMENT
FOR POSSESSION AND USE OF REAL PROPERTY RECORDED MAY 3, 2017, AT RECEPTION NO.
[2017000038771](#).

ALSO EXCEPTING THOSE PORTIONS OF MEADE STREET BETWEEN BLOCK 222 AND BLOCK 223,
OBSERVATORY ADDITION TO WESTMINSTER, CERTAIN PORTIONS OF THE ALLEY LYING BETWEEN
MEADE STREET AND LOWELL BOULEVARD IN BLOCK 223, OBSERVATORY ADDITION TO
WESTMINSTER, AND CERTAIN PORTIONS OF 82ND AVENUE LYING BETWEEN BLOCK 222 AND BLOCK
223, OBSERVATORY ADDITION TO WESTMINSTER TO THE NORTH, AND BLOCK 224 AND BLOCK 225,
OBSERVATORY ADDITION TO WESTMINSTER TO THE SOUTH, ALL AS INCLUDED IN VACATION
RECORDED MARCH 7, 2005, UNDER RECEPTION NO. [2005030700226270](#).

PARCEL C:

THOSE PORTIONS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

ALL LOTS IN BLOCKS IN WESTMINSTER, 2ND FILING, TOGETHER WITH THOSE CERTAIN STREETS,
AVENUES, COURTS AND ALLEYS ADJACENT THERETO WHICH HAVE BEEN VACATED BY MAP AND
DEED OF VACATION BY F.W. KRACHT AND RUDOLPH HERMANN RECORDED MARCH 21, 1925 UNDER
RECEPTION NO. [112416](#) AND ORDINANCE NO. 180 RECORDED JUNE 9, 1954 IN BOOK 500 AT PAGE [518](#)
AND BY OPERATION OF LAW REVERT TO SAID LOTS AND BLOCKS, AND TOGETHER WITH THOSE
ALLEYS VACATED BY ORDINANCE NO. 3198, SERIES OF 2005 RECORDED MARCH 7, 2005 UNDER
RECEPTION NO. [20050307000226270](#), COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THAT PORTION CONVEYED TO ADAMS COUNTY BY INSTRUMENT RECORDED JUNE 30, 1970
IN BOOK 1609 AT PAGE [435](#).

ALSO EXCEPT THAT PORTION LYING WITHIN SHAW BOULEVARD.

PARCEL D:

THOSE PORTIONS OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BLOCK 9, TOGETHER WITH THE ALLEY IN SAID BLOCK, AS VACATED BY ORDINANCE NO. 623, SERIES
OF 1971 RECORDED MARCH 11, 1971 IN BOOK 1674 AT PAGE [492](#), AND ALL LOTS IN BLOCKS 10, 11, 12,

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70549597.1-2

Customer Ref-Loan No.:

21, 22, 23, 24, 41, 42, 43, 44, 53, 54, 55 AND 56, TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJACENT THERETO, AS VACATED BY ORDINANCE NO. 3198, SERIES OF 2005 RECORDED MARCH 7, 2005 UNDER RECEPTION NO. [20050307000226270](#), WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS, IF ANY, LYING WITHIN FEDERAL BOULEVARD, 84TH AVENUE AND 88TH AVENUE.

ALSO EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO BY INSTRUMENT RECORDED SEPTEMBER 7, 1962 IN BOOK 1012 AT PAGE [64](#).

ALSO EXCEPT THAT PORTION CONVEYED TO THE PUBLIC BY INSTRUMENT RECORDED FEBRUARY 22, 1971 IN BOOK 1669 AT PAGE [206](#).

PARCEL E:

THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOGETHER WITH THAT PORTION OF BRYANT STREET VACATED BY ORDINANCE NO. 3198, SERIES OF 2005 RECORDED MARCH 7, 2005 UNDER RECEPTION NO. [20050307000226270](#), COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN 84TH AVENUE, FEDERAL BOULEVARD, 88TH AVENUE, ZUNI STREET, BRYANT STREET, ALCOTT STREET, 85TH AVENUE AND CLAY STREET.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED IN INSTRUMENTS RECORDED MARCH 27, 1962 IN BOOK 974 AT PAGE [151](#), JULY 31, 1962 IN BOOK 1002 AT PAGE [136](#), JULY 21, 1965 IN BOOK 1237 AT PAGE [338](#), JUNE 26, 1970 IN BOOK 1608 AT PAGE [268](#), OCTOBER 28, 1970 IN BOOK 1639 AT PAGE [306](#), OCTOBER 28, 1970 IN BOOK 1639 AT PAGE [307](#), NOVEMBER 8, 1972 IN BOOK 1828 AT PAGE [337](#), MARCH 1, 1979 IN BOOK 2322 AT PAGE [218](#), MARCH 7, 1979 IN BOOK 2324 AT PAGE [516](#), APRIL 5, 1979 IN BOOK 2334 AT PAGE [51](#), MAY 18, 1979 IN BOOK 2347 AT PAGE [759](#), AUGUST 9, 1979 IN BOOK 2374 AT PAGE [826](#), OCTOBER 17, 1979 IN BOOK 2396 AT PAGE [692](#), OCTOBER 17, 1979 IN BOOK 2396 AT PAGE [693](#), OCTOBER 17, 1979 IN BOOK 2396 AT PAGE [694](#), DECEMBER 28, 1978 IN BOOK 2305 AT PAGE [50](#), APRIL 15, 1980 IN BOOK 2446 AT PAGE [675](#), DECEMBER 30, 1981 IN BOOK 2612 AT PAGE [500](#), DECEMBER 30, 1981 IN BOOK 2612 AT PAGE [503](#), AND MARCH 17, 2005 UNDER RECEPTION NO. [20050317000273450](#).

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN THE PLATS OF BYERS SUBDIVISION, AMENDED RECORDED JUNE 16, 1976 IN PLAT FILE 14 AT PAGE 262 AND GREENBRIER MOBILE HOME PARK RECORDED OCTOBER 28, 1970 IN PLAT FILE 12 AT PAGE 256.

PARCEL E MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 29 BEARS NORTH 89 DEGREES 53 MINUTES 56 SECONDS EAST AND MONUMENTED AS FOLLOWS:

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70549597.1-2

Customer Ref-Loan No.:

-THE CENTER QUARTER CORNER OF WHICH BEING 3.25" ALUMINUM CAP, L.S. 12111.
-THE EAST QUARTER CORNER OF WHICH BEING A 2.5" ALUMINUM CAP, L.S. 27936.

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 29;
THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE OF THE
NORTHEAST QUARTER OF SECTION 29 A DISTANCE OF 707.48 FEET;
THENCE NORTH 01 DEGREES 01 MINUTES 13 SECONDS WEST A DISTANCE OF 50.01 FEET TO A POINT
ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 84TH AVENUE, SAID POINT ALSO BEING THE
SOUTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT BOOK 2446, PAGE 675, ADAMS
COUNTY PUBLIC RECORDS;
THENCE NORTH 01 DEGREES 01 MINUTES 13 SECONDS WEST ALONG THE EASTERLY LINE OF SAID
PARCEL OF LAND RECORDED AT BOOK 2446, PAGE 675 A DISTANCE OF 329.95 TO A POINT ON THE
SOUTHERLY LINE OF BLOCK 1, PROSPECTOR'S POINT AMENDED, A SUBDIVISION RECORDED AT FILE
14, PAGE 604, ADAMS COUNTY PUBLIC RECORDS;
THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS EAST ALONG SAID SOUTHERLY LINE A
DISTANCE OF 431.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET;

THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY AND NORTHERLY RIGHT-OF-WAY LINE OF WEST
85TH AVENUE THE FOLLOWING TWO (2) COURSES:

1) NORTH 01 DEGREES 18 MINUTES 54 SECONDS WEST A DISTANCE OF 30.00 FEET;
2) NORTH 89 DEGREES 53 MINUTES 56 SECONDS EAST A DISTANCE OF 30.00 FEET TO THE
SOUTHEAST CORNER OF SAID BLOCK 1, PROSPECTOR'S POINT AMENDED, A SUBDIVISION
RECORDED AT FILE 14, PAGE 604, ADAMS COUNTY PUBLIC RECORDS;

THENCE NORTH 01 DEGREES 18 MINUTES 54 SECONDS WEST ALONG THE EASTERLY LINE OF SAID
BLOCK 1 AND THE EXTENSION THEREOF A DISTANCE OF 1061.55 FEET TO A POINT ON THE EASTERLY
RIGHT-OF-WAY LINE OF CLAY STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1) ALONG THE ARC OF A OF A NON-TANGENT CURVE TO THE LEFT WHOSE LONG CHORD BEARS
NORTH 14 DEGREES 34 MINUTES 20 SECONDS EAST A DISTANCE OF 91.33 FEET, HAVING A RADIUS
OF 166.81 FEET, A DELTA OF 31 DEGREES 46 MINUTES 28 SECONDS, AND AN ARC LENGTH OF 92.51
FEET;
2) NORTH 01 DEGREES 18 MINUTES 54 SECONDS WEST A DISTANCE OF 202.65 FEET TO THE POINT
OF BEGINNING;

THENCE NORTH 01 DEGREES 18 MINUTES 54 SECONDS WEST CONTINUING ALONG SAID EASTERLY
LINE A DISTANCE OF 511.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST
87TH PLACE;
THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-
WAY LINE A DISTANCE OF 540.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF
DECATUR STREET;
THENCE SOUTH 00 DEGREES 32 MINUTES 49 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY
LINE A DISTANCE OF 932.79 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST
86TH AVENUE;

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70549597.1-2

Customer Ref-Loan No.:

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST 86TH AVENUE THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 89 DEGREES 27 MINUTES 11 SECONDS WEST A DISTANCE OF 274.84 FEET;
- 2) NORTH 00 DEGREES 32 MINUTES 49 SECONDS WEST A DISTANCE OF 10.00 FEET;
- 3) SOUTH 89 DEGREES 27 MINUTES 11 SECONDS WEST A DISTANCE OF 300.60 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD;

THENCE NORTH 00 DEGREES 32 MINUTES 38 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1235.98 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 86TH AVENUE;

THENCE SOUTH 89 DEGREES 44 MINUTES 26 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1582.87 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, GREENBRIER MOBILE HOME PARK, A SUBDIVISION RECORDED AT FILE 12, MAP 256, ADAMS COUNTY PUBLIC RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 1, BLOCK 1 THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 01 DEGREES 11 MINUTES 33 SECONDS EAST A DISTANCE OF 225.03 FEET;
- 2) SOUTH 27 DEGREES 48 MINUTES 41 SECONDS EAST A DISTANCE OF 260.96 FEET;
- 3) ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 02 DEGREES 18 MINUTES 38 SECONDS EAST A DISTANCE OF 202.33 FEET, HAVING A RADIUS OF 235.00 FEET, A DELTA OF 50 DEGREES 59 MINUTES 53 SECONDS, AND AN ARC LENGTH OF 209.17 FEET;
- 4) SOUTH 23 DEGREES 11 MINUTES 19 SECONDS WEST A DISTANCE OF 160.00 FEET;

THENCE SOUTH 88 DEGREES 57 MINUTES 26 SECONDS WEST A DISTANCE OF 524.41 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:

CHRISTOPHER H. MCELVAIN, COLORADO P.L.S. 36561
FOR AND ON BEHALF OF JEHN ENGINEERING, INC.
JOB NO. 0691, DATED APRIL 19, 2005

PARCEL F:

THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING BLOCKS 65 TO 72, BLOCKS 89 TO 104 AND BLOCKS 121 TO 128, WESTMINSTER, TOGETHER WITH ALL VACATED ALLEYS IN SAID BLOCKS AND ALL VACATED STREETS AND AVENUES ADJOINING SAID BLOCKS, AS VACATED BY ORDINANCE NO. 588, SERIES OF 1970 RECORDED JUNE 26, 1970 IN BOOK 1608 AT PAGE [266](#), RECORDED JULY 17, 1970 IN BOOK 1613 AT PAGE [446](#), AND RECORDED JUNE 20, 1973 IN BOOK 1870 AT PAGE [885](#), COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT WEST 84TH AVENUE AS DESCRIBED IN BOOK 1002 AT PAGE 136,

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70549597.1-2

Customer Ref-Loan No.:

EXCEPT ZUNI STREET AS DESCRIBED IN BOOK 974 AT PAGE 151,

EXCEPT WEST 80TH AVENUE (FORMERLY CORNELL STREET),

EXCEPT FEDERAL BOULEVARD (FORMERLY BOULEVARD),

EXCEPT A STRIP OF LAND 20 FEET IN WIDTH BOUNDED ON SOUTH BY THE SOUTH LINE OF SAID BLOCK 104, BOUNDED ON THE NORTH BY THE NORTH LINE OF LOT 6 IN SAID BLOCK 72, BOUNDED ON THE WEST BY A LINE EXTENDING FROM THE SOUTHWEST CORNER OF SAID BLOCK 104 TO THE NORTHWEST CORNER OF LOT 6 IN SAID BLOCK 72 AND BOUNDED ON THE EAST BY A LINE WHICH IS 20 FEET EAST OF AND PARALLEL WITH SAID WEST BOUNDARY LINE,

EXCEPT THAT PART OF WEST 82ND AVENUE (FORMERLY HARVARD STREET) AND OF WEST 83RD AVENUE (FORMERLY YALE STREET) LYING BETWEEN THE EAST LINE OF ALCOTT STREET (FORMERLY HOPKINS AVENUE) AND THE WEST LINE OF SAID ZUNI STREET,

EXCEPT THAT PART OF WEST 81ST AVENUE (FORMERLY ANN ARBOR) LYING BETWEEN THE EAST LINE OF ELIOT STREET (FORMERLY KNOX AVENUE) AND THE EAST LINE OF FEDERAL BOULEVARD (FORMERLY BOULEVARD),

EXCEPT THAT PART OF ELIOT STREET (FORMERLY KNOX AVENUE) LYING BETWEEN THE NORTH LINE OF WEST 80TH AVENUE (FORMERLY CORNELL STREET) AND THE NORTH LINE OF SAID WEST 81ST AVENUE,

EXCEPT BLOCK 121,

EXCEPT LOTS 17 TO 24, BLOCK 123 AND THE WEST 1/2 OF THE VACATED ALLEY AND THE EAST 1/2 OF THE VACATED ELM COURT (FORMERLY IRVING AVENUE) ADJOINING SAID LOTS,

EXCEPT THAT PART ACQUIRED BY SCHOOL DISTRICT NO. 50 IN THE COUNTY OF ADAMS, AND STATE OF COLORADO BY RULE AND ORDER RECORDED JANUARY 19, 1961, IN BOOK 888 AT PAGE [161](#), DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TO-WIT:
ALL THAT PART OF BLOCKS 97, 98, 99, 126, 127 AND 128, AND INCLUDED STREETS AND ALLEYS, WESTMINSTER, ADAMS COUNTY, COLORADO, LYING SOUTH OF THE SOUTH BANK OF THE ALLEN DITCH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 128, WESTMINSTER, ADAMS COUNTY, COLORADO;
THENCE WEST ALONG THE SOUTH LINE OF BLOCKS 128, 127 AND 126 OF SAID WESTMINSTER A DISTANCE OF 925.10 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 126;
THENCE NORTH 00 DEGREES 41 MINUTES WEST ALONG THE WEST LINE OF BLOCKS 126 AND 99, A DISTANCE OF 1207.90 FEET, MORE OR LESS, TO A POINT ON THE TOE OF THE SOUTH BANK OF THE ALLEN DITCH;
THENCE ALONG THE TOE OF THE SOUTH BANK OF THE ALLEN DITCH BY THE FOLLOWING COURSES AND DISTANCES:

SOUTH 78 DEGREES 23 MINUTES EAST, 297.0 FEET;

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70549597.1-2

Customer Ref-Loan No.:

SOUTH 87 DEGREES 39 MINUTES EAST 200.0 FEET;
NORTH 83 DEGREES 20 MINUTES 30 SECONDS EAST, 200.0 FEET;
NORTH 78 DEGREES 32 MINUTES 30 SECONDS EAST, 185.0 FEET;
NORTH 51 DEGREES 34 MINUTES 30 SECONDS EAST, 72.8 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF BLOCK 97, SAID WESTMINSTER;
THENCE SOUTH 00 DEGREES 32 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCKS 97 AND 128 A DISTANCE OF 1245.0 FEET TO THE POINT OF BEGINNING;
INCLUDING ALL STREETS AND ALLEYS WITHIN THE ABOVE DESCRIBED BOUNDARY, SITUATE IN THE COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT ANY PORTION OF THE VACATED ALLEYS IN BLOCKS 97 TO 99 AND ANY PORTION OF VACATED ALCOTT STREET AND BEACH COURT (FORMERLY HOPKINS AND ADAMS AVENUES) THE TITLE TO WHICH VESTED IN SAID SCHOOL DISTRICT,

EXCEPT THOSE PORTIONS PLATTED AS PANORAMA POINT SUBDIVISION FILING NO. 1 AND VILLAGE OF GREENBRIAR CONDOMINIUMS,

AND EXCEPT THOSE PORTIONS DESCRIBED IN INSTRUMENTS RECORDED FEBRUARY 25, 1980 IN BOOK 2432 AT PAGE [791](#), APRIL 23, 1982 IN BOOK 2639 AT PAGES [28](#) AND [30](#), NOVEMBER 3, 1982 IN BOOK 2691 AT PAGES [169](#) AND [171](#), MARCH 9, 1983 IN BOOK 2724 AT PAGE [890](#), JUNE 10, 1983 IN BOOK 2755 AT PAGE [946](#), DECEMBER 9, 1983 IN BOOK 2818 AT PAGES [879](#), [881](#) AND [904](#).

PARCEL F MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TWO PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 29 BEARS NORTH 89 DEGREES 53 MINUTES 56 SECONDS EAST AND MONUMENTED AS FOLLOWS:

- THE CENTER QUARTER CORNER OF WHICH BEING 3.25" ALUMINUM CAP, L.S. 12111.
- THE EAST QUARTER CORNER OF WHICH BEING A 2.5" ALUMINUM CAP, L.S. 27936.

PARCEL F1:

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 29;
THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29 A DISTANCE OF 50.00 FEET;
THENCE SOUTH 00 DEGREES 32 MINUTES 17 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 84TH AVENUE, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD AND THE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1855.28 TO A POINT ON THE NORTHERLY BOUNDARY LINE DEPICTED ON A LAND SURVEY PLAT RECORDED AT SURVEY BOOK 1 AT PAGE 536, ADAMS COUNTY PUBLIC

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70549597.1-2

Customer Ref-Loan No.:

RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY LINE AND THE EXTENSION THEREOF THE FOLLOWING TEN (10) COURSES:

- 1) SOUTH 00 DEGREES 23 MINUTES 07 SECONDS WEST A DISTANCE OF 184.67 FEET;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 22 DEGREES 51 MINUTES 06 SECONDS WEST A DISTANCE OF 38.01 FEET, HAVING A RADIUS OF 50.17 FEET, A DELTA OF 44 DEGREES 31 MINUTES 13 SECONDS, AND AN ARC LENGTH OF 38.98 FEET;
- 3) SOUTH 45 DEGREES 00 MINUTES 43 SECONDS WEST A DISTANCE OF 143.08 FEET;
- 4) NORTH 45 DEGREES 06 MINUTES 47 SECONDS WEST A DISTANCE OF 83.52 FEET;
- 5) ALONG THE ARC OF A CURVE TO THE LEFT WHOSE LONG CHORD BEARS NORTH 67 DEGREES 35 MINUTES 43 SECONDS WEST A DISTANCE OF 214.34 FEET, HAVING A RADIUS OF 280.00 FEET, A DELTA OF 45 DEGREES 00 MINUTES 30 SECONDS, AND AN ARC LENGTH OF 219.95 FEET;
- 6) SOUTH 89 DEGREES 54 MINUTES 10 SECONDS WEST A DISTANCE OF 320.00 FEET;
- 7) SOUTH 00 DEGREES 06 MINUTES 04 SECONDS EAST A DISTANCE OF 99.92 FEET;
- 8) SOUTH 44 DEGREES 51 MINUTES 43 SECONDS WEST A DISTANCE OF 100.01 FEET;
- 9) SOUTH 45 DEGREES 06 MINUTES 09 SECONDS EAST A DISTANCE OF 407.71 FEET;
- 10) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 89 DEGREES 54 MINUTES 30 SECONDS EAST A DISTANCE OF 565.89 FEET, HAVING A RADIUS OF 400.00 FEET, A DELTA OF 90 DEGREES 02 MINUTES 28 SECONDS, AND AN ARC LENGTH OF 628.61 FEET TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND RECORDED AT BOOK 2871 AT PAGE 975, ADAMS COUNTY PUBLIC RECORDS;

THENCE NORTH 45 DEGREES 04 MINUTES 14 SECONDS WEST ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF GREENBRIER II SUBDIVISION, A SUBDIVISION RECORDED IN FILE 13 AT MAP 150, ADAMS COUNTY PUBLIC RECORDS, A DISTANCE OF 348.45 FEET,
THENCE ALONG SAID NORTHERLY LINE OF GREENBRIER II SUBDIVISION THE FOLLOWING THREE COURSES:

- 1) SOUTH 54 DEGREES 59 MINUTES 58 SECONDS WEST A DISTANCE OF 283.48 FEET;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 72 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 102.24 FEET, HAVING A RADIUS OF 170.00 FEET, A DELTA OF 35 DEGREES 00 MINUTES 04 SECONDS, AND AN ARC LENGTH OF 103.85 FEET;
- 3) SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST A DISTANCE OF 211.40 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00 DEGREES 32 MINUTES 17 SECONDS WEST A DISTANCE OF 459.06 FEET;
- 2) SOUTH 89 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 20.00 FEET;
- 3) NORTH 00 DEGREES 32 MINUTES 17 SECONDS WEST A DISTANCE OF 125.23 FEET TO THE POINT OF BEGINNING;

PARCEL F2:

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 29;

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70549597.1-2

Customer Ref-Loan No.:

THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29 A DISTANCE OF 1956.09 FEET;
THENCE SOUTH 00 DEGREES 23 MINUTES 07 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 84TH AVENUE AND THE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 705.23 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ZUNI STREET;
THENCE SOUTH 00 DEGREES 26 MINUTES 36 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 220.00 FEET TO THE NORTHEAST CORNER OF PANORAMA POINT SUBDIVISION FILING NO. 3, A SUBDIVISION RECORDED IN FILE 16 AT MAP 864, ADAMS COUNTY PUBLIC RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID PANORAMA POINT SUBDIVISION FILING NO. 3 AND THE NORTHERLY BOUNDARY LINE DEPICTED ON A LAND SURVEY PLAT RECORDED AT SURVEY BOOK 1 AT PAGE 536, ADAMS COUNTY PUBLIC RECORDS THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 89 DEGREES 55 MINUTES 20 SECONDS WEST A DISTANCE OF 200.00 FEET;
- 2) NORTH 00 DEGREES 26 MINUTES 36 SECONDS EAST A DISTANCE OF 40.00 FEET;
- 3) SOUTH 89 DEGREES 56 MINUTES 28 SECONDS WEST A DISTANCE OF 505.04 FEET;
- 4) NORTH 00 DEGREES 23 MINUTES 07 SECONDS EAST A DISTANCE OF 179.54 FEET TO THE POINT OF BEGINNING;

LEGAL DESCRIPTION PREPARED BY:

CHRISTOPHER H. MCELVAIN, COLORADO P.L.S. 36561
FOR AND ON BEHALF OF JEHN ENGINEERING, INC.
JOB NO. 0691, DATED APRIL 19, 2005

PARCEL G:

LOT 2, BLOCK 1, GREENBRIER MOBLIE HOME PARK, COUNTY OF ADAMS, STATE OF COLORADO.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I

(Requirements)

Order Number: ABC70549597.1-2

The following are the requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

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

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABC70549597.1-2

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, 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 hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY,
9. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT DATED APRIL 22, 1890, CERTIFICATE NO. 2107 (STORED IN OUR RECORDS AS ESI [33760793](#)).

(AFFECTS PARCEL A)

10. A RIGHT OF WAY FOR RAILWAY AS RESERVED BY DENVER PACIFIC RAILWAY AND TELEGRAPH COMPANY IN DEED RECORDED JUNE 14, 1875 IN BOOK A11 AT PAGE [181](#).

(AFFECTS PARCEL F)

11. EASEMENT GRANTED TO COLORADO - WYOMING GAS COMPANY, FOR PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 27, 1955, IN BOOK 571 AT PAGE [420](#) AND AS REFERENCED IN BOARD OF COUNTY COMMISSIONERS, ADAMS COUNTY PERMIT RECORDED OCTOBER 31, 1955 IN BOOK 578 AT PAGE [136](#).

(AFFECTS PARCELS E AND G)

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABC70549597.1-2

12. EASEMENT GRANTED TO WESTMINSTER SANITATION DISTRICT, FOR SEWER LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 19, 1963, IN BOOK 1089 AT PAGE [397](#).

(AFFECTS PARCEL C)
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED MARCH 25, 1970 IN BOOK 1586 AT PAGE [343](#).

(AFFECTS PARCELS C,D,E,F AND G)
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT RECORDED JANUARY 02, 1973 IN BOOK 1838 AT PAGE [101](#).

(AFFECTS PARCELS A & B)
15. EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 30, 1973, IN BOOK 1860 AT PAGE [465](#).

(AFFECTS PARCELS A & B)
16. EASEMENT GRANTED TO THE PUBLIC, FOR TRAFFIC SIGNS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 24, 1974, IN BOOK 1910 AT PAGE [576](#).

(AFFECTS PARCEL F)
17. EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 05, 1974, IN BOOK 1922 AT PAGE [624](#).

(AFFECTS PARCEL F)
18. EASEMENT GRANTED TO CITY OF WESTMINSTER, FOR DOMESTIC WATER MAIN, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 23, 1979, IN BOOK 2339 AT PAGE [51](#).

(AFFECTS PARCEL F)
19. EASEMENT GRANTED TO CITY OF WESTMINSTER, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 17, 1979, IN BOOK 2396 AT PAGE [695](#).

(AFFECTS PARCEL E)
20. EASEMENT GRANTED TO CITY OF WESTMINSTER, FOR SANITARY SEWER FORCE MAIN, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 17, 1979, IN BOOK 2396 AT PAGE [697](#).

(AFFECTS PARCEL E)
21. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 14, 1980, IN BOOK 2446 AT PAGE [668](#).

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABC70549597.1-2

(AFFECTS PARCEL E)

22. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 14, 1980, IN BOOK 2446 AT PAGE [669](#).

(AFFECTS PARCEL E)

23. EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 29, 1983, IN BOOK 2741 AT PAGE [567](#).

(AFFECTS PARCEL E)

24. EASEMENT GRANTED TO THE CITY OF WESTMINSTER, FOR UNDERGROUND STORM SEWER LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 04, 1990, IN BOOK 3661 AT PAGE [699](#).

(AFFECTS PARCEL E)

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT RECORDED OCTOBER 28, 1970 IN BOOK 1639 AT PAGE [299](#).

(AFFECTS PARCEL G)

26. EASEMENT GRANTED TO THE PUBLIC, FOR PUBLIC UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 28, 1970, IN BOOK 1639 AT PAGE [308](#).

(AFFECTS PARCEL G)

27. EASEMENT GRANTED TO THE TOWN OF FEDERAL HEIGHTS, FOR SANITARY SEWER LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 30, 1979, IN BOOK 2351 AT PAGE [31](#).

(AFFECTS PARCEL G)

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JUNE 07, 1966 IN BOOK 1299 AT PAGE [398](#).

(AFFECTS PARCELS A AND B)

29. EASEMENT GRANTED TO THE CITY OF WESTMINSTER, FOR UTILITIES AND DRAINAGE FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 30, 2004, UNDER RECEPTION NO. [20040930000967410](#) AND AS AMENDED IN INSTRUMENT RECORDED MAY 27, 2005 UNDER RECEPTION NO. [20050527000565360](#).

(AFFECTS PARCEL G)

30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT TO VACATE EXISTING RIGHT-OF-WAY IN EXCHANGE FO RFUTURE RIGHT-OF-WAY DEDICATION RECORDED MARCH 07, 2005 UNDER RECEPTION NO. [20050307000226260](#).

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABC70549597.1-2

31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ORDINANCE NO. 3198 RECORDED MARCH 07, 2005 UNDER RECEPTION NO. [20050307000226270](#).
- (AFFECTS PARCELS A, B, C, D AND E)
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT RECORDED MARCH 07, 2005 UNDER RECEPTION NO. [20050307000226280](#).
- (AFFECTS PARCELS A AND B)
33. FIRST AMENDED PRELIMINARY DEVELOPMENT PLAN RECORDED MARCH 10, 2005 UNDER RECEPTION NO. [20050310000248630](#).
- (AFFECTS A PORTION OF PARCEL E)
34. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UNDERGROUND ELECTRIC LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 27, 2009, UNDER RECEPTION NO. [2009000079744](#).
- LETTER OF UNDERSTANDING IN CONNECTION THEREWITH RECORDED OCTOBER 27, 2009 UNDER RECEPTION NO. [2009000079746](#).
- (AFFECTS PARCEL E)
35. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED NOVEMBER 6 2017, PREPARED BY AZTEC CONSULTANTS, INC., JOB NO. N/A: 125517-01 (STORED IN OUR RECORDS AS ESI [34622045](#))
- A) FENCING FOR PARCELS A, B, E, F AND G ARE NOT COINCIDENT TO THE PROPERTY BOUNDARY LINE;
- B) RIGHTS OF THE PUBLIC TO THE EXISTING 14.8' ALLEY, EXISTING 82ND AVENUE PUBLIC RIGHT-OF-WAY, AND EXISTING MEADE STREET PUBLIC RIGHT-OF-WAY LOCATED WITHIN UNINCORPORATED ADAMS COUNTY AS SHOWN IN THE SOUTHEASTERLY PORTION OF PARCEL B.
- C) ENCROACHMENT OF LOWELL BOULEVARD INTO SUBJECT PROPERTY ALONG A PORTION OF THE WESTERLY BOUNDARY OF PARCEL C.
- D) EXISTING OVERHEAD UTILITY LINES, UTILITY POLES AND APPURTENANCES CROSSING PARCELS A, C, D AND F, WITH NO APPARENT RECORDED EASEMENT.
- E) EXISTING "LIGHT POLES" LOCATED ALONG W. 84TH AVENUE AND FEDERAL BOULEVARD ON PARCELS D AND F BUT NOT WITHIN RECORDED EASEMENTS.
- F) FOOT PATH TRAVERSING PARCEL F.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company ,
as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
 - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



Commitment For Title Insurance

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

- (i) comply with the Schedule B, Part I—Requirements;
- (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 200
Denver, Colorado 80206
303-321-1880



Authorized Officer or Agent



Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111


Mark Bilbrey
President
Rande Yeager
Secretary

AMERICAN
LAND TITLE
ASSOCIATION



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