



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent:
Issuing Office: ,
Issuing Office's ALTA® Registry ID:
Commitment Number: 5509-4121633
Issuing Office File Number: 5509-4121633
Property Address: 2503 Elmira St, Aurora, CO 80010
APN: R0093955
Revision Number: 2 - updated effective date

SCHEDULE A

1. Commitment Date: February 21, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple interest
4. [The Title is, at the Commitment Date, vested in:](#)

BBCB-2513 Elmira, LLC, a Colorado limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

Premiums:

Owner's Policy: \$
Lender's Policy: \$
Tax Certificate Fee: \$
Endorsement(s): \$

Informational Commitment Fee	\$475.00 (100.00 tbd fee & 3 hrs @ 125.00/hr)
Update Fee	\$50.00

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Commitment No. 5509-4121633

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. The Company requires a five day notification prior to closing to update the information within this commitment.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct 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 or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
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. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Notes and easements as shown on the Plat of New England Heights recorded January 29, 1889 in Plat [Book 3 at Page 33](#).

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10. All matters and items as shown on 25th Avenue Planned Development District Map recorded September 25, 1996 at Reception No. [CO215452](#).
11. Terms and conditions as contained in Ordinance No. 96-32 recorded October 7, 1996 at Reception No. [CO219039](#).
12. The effect of matters shown on Stapleton Aurora General Development Plan recorded July 21, 2006 at Reception No. [20060721000737720](#).
13. Any tax, lien, fee, or assessment by reason of inclusion in the Westerly Creek Metro District, as evidenced by instrument recorded July 24, 2013 at Reception No. [2013000063898](#) and December 21, 2015 at Reception No. [2015000105697](#).
14. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Ordinance No. 2016-03 recorded March 28, 2016 at Reception No. [2016000022808](#).
15. Reservations and Restrictions as contained in Deed recorded January 25, 2017 at Reception No. [2017000007561](#).
16. All minerals, oil, gas and other hydrocarbon substances as granted in Deed recorded January 25, 2017 at Reception No. [2017000007562](#).
17. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in License Agreement recorded February 7, 2018 at Reception No. [2018000011058](#) (Parcel 2).
18. Reservations as contained in Deed recorded March 6, 2018 at Reception No. [2018000018766](#) (Parcel 2).
19. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Drainage Easement recorded March 6, 2018 at Reception No. [2018000018767](#) (Parcel 2).
20. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement for Sidewalk Purposes recorded March 6, 2018 at Reception No. [2018000018768](#) (Parcel 1).
21. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Drainage Easement recorded March 6, 2018 at Reception No. [2018000018769](#) (Parcel 1).

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22. All matters and items as shown on Site Plan 25th and Elmira Redevelopment Map recorded March 12, 2018 at Reception No. [2018000020186](#).
23. Deed of Trust from BBCB-2513 Elmira, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$2,060,000.00, and any other amounts and/or obligations secured thereby, dated March 10, 2016, and recorded March 11, 2016 at Reception No. [2016000018566](#).

Trustee: Public Trustee of Adams County
Beneficiary: Compass Bank

NOTE: The above Deed of Trust secures a Revolving Line Credit.

NOTE: Assignment of Rents given by and between the same parties, recorded March 11, 2016 at Reception No. [2016000018567](#) and Amendment to Assignment of Leases and Rents recorded June 21, 2017 at Reception No. [2017000053187](#) and January 25, 2017 at Reception No. [2017000007564](#) and February 28, 2020 at Reception No. [2020000018993](#), given in connection with the above Deed of Trust.

NOTE: Disburser Notice recorded March 11, 2016 at Reception No. [2016000018568](#).

NOTE: An instrument purporting to modify the terms of said Deed of Trust recorded June 21, 2017 at Reception No. [2017000053186](#).

NOTE: An instrument purporting to modify the terms of said Deed of Trust recorded January 25, 2017 at Reception No. [2017000007563](#) and February 28, 2020 at Reception No. [2020000018992](#).

NOTE: Purported Release of Lien recorded May 11, 2021 at Reception No. [2021000057833](#).

24. Financing Statement from BBCB-2513 Elmira, LLC, Debtor, to Compass Bank, Secured Party, recorded March 11, 2016 at Reception No. [2016000018678](#) and Continuation recorded November 12, 2020 at Reception No. [2020000117420](#).
25. Any existing leases or tenancies.

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EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

PARCEL 1:

LOTS 25 THROUGH 29, INCLUSIVE, BLOCK 7, NEW ENGLAND HEIGHTS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL 2:

LOTS 30 THROUGH 35, INCLUSIVE, BLOCK 7, NEW ENGLAND HEIGHTS, COUNTY OF ADAMS, STATE OF COLORADO, EXCEPT ANY PORTION CONVEYED BY DEED RECORDED MARCH 6, 2018 AT RECEPTION NO. [2018000018766](#).

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

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

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

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

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

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

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

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

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

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

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

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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

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

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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, this Commitment terminates and the Company's liability and obligation end.

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- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50095700 (12-17-21)



First American Title™

First American Title Insurance Company
7887 East Belleview Avenue, Ste 170
Englewood, CO 80111
(303)305-1300

File #: 5509-4121633

Date: February 26, 2024

Property Address: 2503 Elmira St
Aurora, CO 80010

We appreciate the opportunity to be of service to you.

Title Officer: titlesupportco@firstam.com

Buyer(s): For Informaion Only
Delivered Electronically

Seller(s): BBCB-2513 Elmira, LLC
Delivered Electronically

Thank you for choosing First American Title. We look forward to assisting you. If you should have any questions, please do not hesitate to contact us at TitleSupportCO@firstam.com.



First American Title™

First American Title Insurance Company
7887 East Belleview Avenue, Ste 170
Englewood, CO 80111
Phn - (303)305-1300
Fax - (877)409-2531

AFFIDAVIT AND INDEMNITY AGREEMENT

RE: File No. 5509-4121633

1. This is written evidence to you that there are no unpaid bills for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned and, to the extent that there may be such unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanic's or materialmen's liens affecting the property located at 2503 Elmira St, Aurora, CO 80010 and legally described as:

PARCEL 1:

LOTS 25 THROUGH 29, INCLUSIVE, BLOCK 7, NEW ENGLAND HEIGHTS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL 2:

LOTS 30 THROUGH 35, INCLUSIVE, BLOCK 7, NEW ENGLAND HEIGHTS, COUNTY OF ADAMS, STATE OF COLORADO, EXCEPT ANY PORTION CONVEYED BY DEED RECORDED MARCH 6, 2018 AT RECEPTION NO. 2018000018766.

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed against us. That if there are any judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies First American Title Insurance Company against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing and forms a complete agreement by itself for any action thereon.

BBCB-2513 Elmira, LLC, a Colorado limited liability company

State of Colorado)
)ss
County of _____)

The foregoing instrument was acknowledged to before me this _____, _____, 2024 by ,
the of BBCB-2513 Elmira, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: _____

Notary Public



First American Title™

First American Title Insurance Company

*7887 East Belleview Avenue, Ste 170
Englewood, CO 80111
Phone: (303)305-1300*

Invoice

To: Paradigm Systems, Inc.

**2513 Elmira Street
Aurora, CO 80010**

**Invoice No. 9768 -
5509113755**

Date: November 30, 2023

Our File: 5509-4121633

**RE: Property: 2503 Elmira St, Aurora, CO 80010
Borrower: For Information Only**

Description of Charge:

Invoice Amount

Informational Commitment Fee
Update

\$475.00
\$50.00

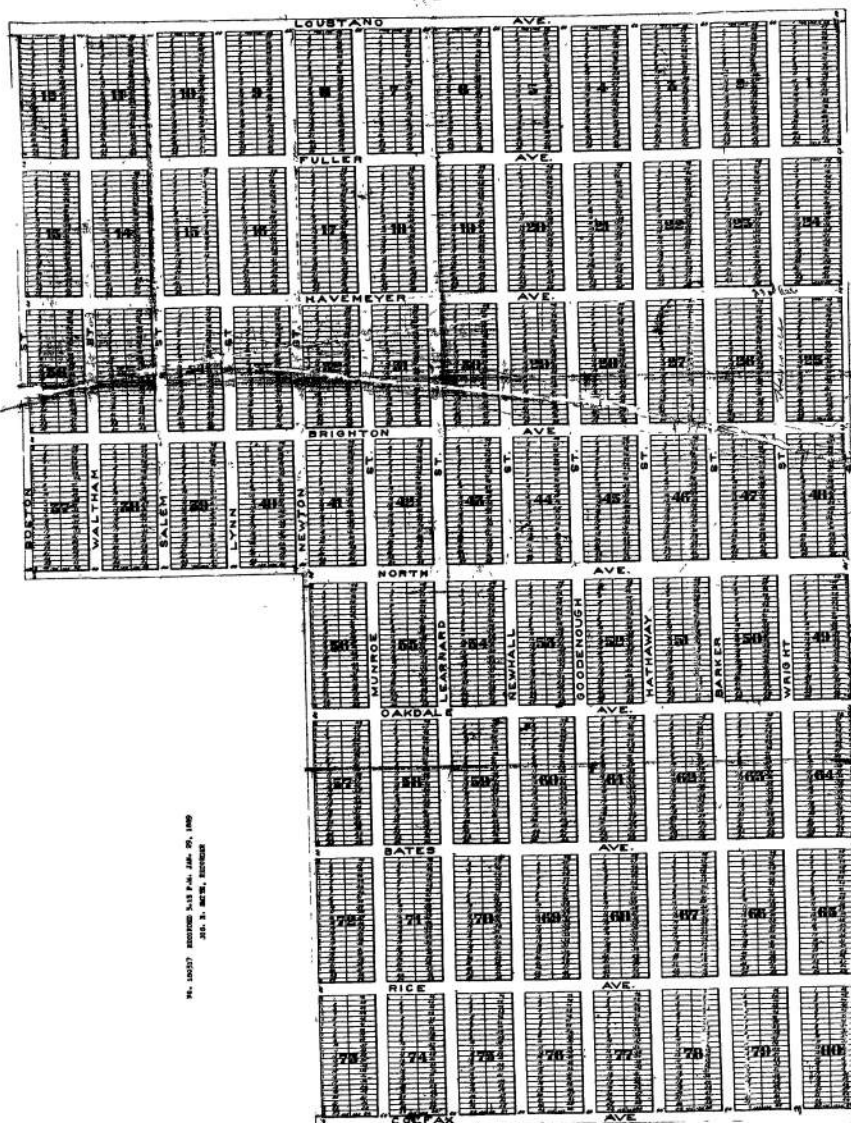
Invoice Total \$525.00

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to
First American Title Insurance Company
Attention: Accounts Receivable Department
P.O. Box 677853
Dallas, TX 75267-7853

Being a Subdivision of S. 34 of the N. 6. 1/4 and the E. 1/2 of NW 1/4
Sec. 34 of T. 33. N. 67. W.
Scale 200 feet = 1 inch.



COURT OF CHANCERY
 In and for the County of New York, State of New York, do hereby certify that on 19th day of March, 1955, at a meeting of the Board of Directors of The New England Investment Company, Inc. held at the New York City office of the said Company, the following resolution was adopted, to-wit:

That the said Board of Directors of the said Company, do hereby certify that on 19th day of March, 1955, at a meeting of the said Board of Directors of said Company, passed on the 19th day of March, 1955, the following resolution, to-wit:

That the said Board of Directors of the said Company, do hereby certify that on 19th day of March, 1955, at a meeting of the said Board of Directors of said Company, for the use and purposes therein set forth.

Given under my hand and seal of the said Company, this 19th day of March, 1955.

My Commission expires 1955

J. H. KENNEDY, Secretary
 J. H. KENNEDY, Secretary
 J. H. KENNEDY, Secretary

WILKINSON MAY 27
1937

A D 1885
 1624 - 1873
 A. V. Diekmann
 Eastern Edition





Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.



International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

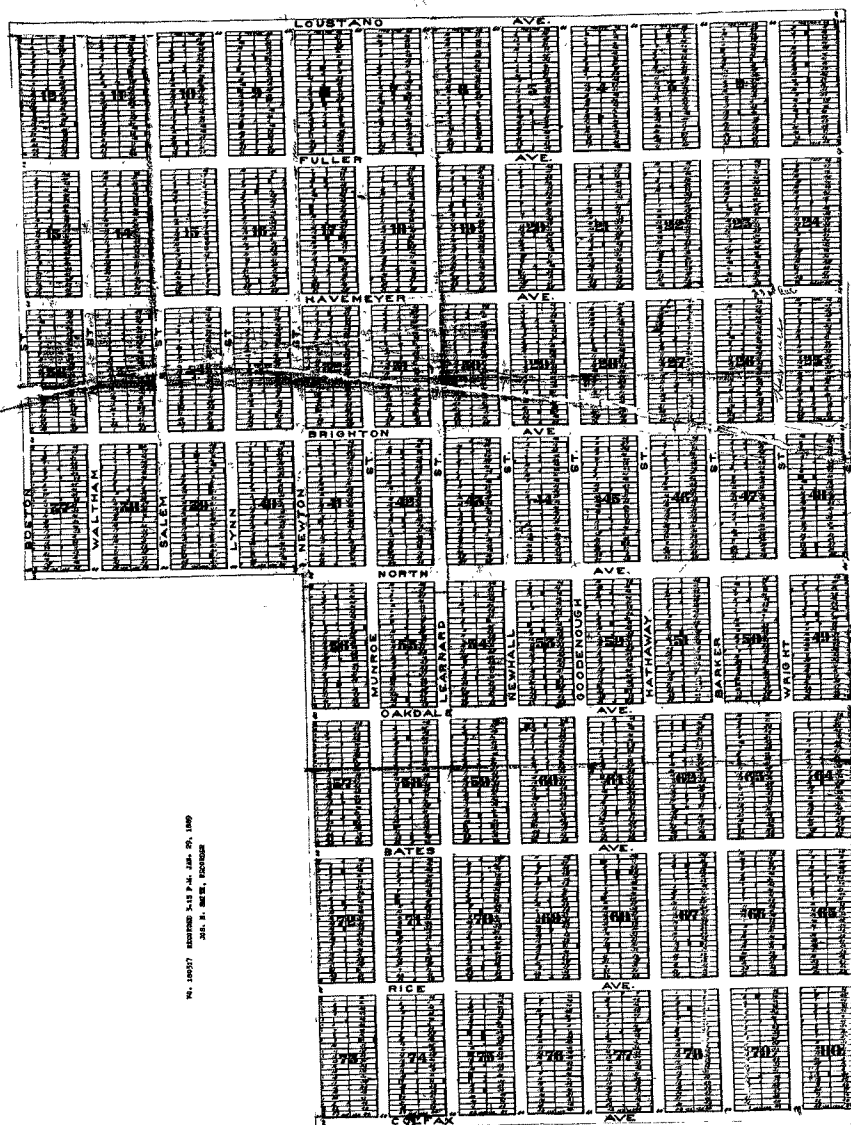
For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

¹⁶⁹²
NEW ENGLAND
HEIGHTS

Being a subdivision of S. E. 1/4 of the N. E. 1/4 and the E. 1/2 of NW 1/4
Sec. 34 Tps. 35 S. R. 67 W
Scale 200 feet = 1 inch.

[illegible][illegible]

The two English letters, it wrapping
 By Winnifred Foster Providence

AT 07 4000 1 DO
SI Y 440 0000 1 0

I, William B. Hall, Clerk and recorder in and for said City, and County in the State of Nevada, do hereby certify that I am the custodian of the records of the former County of Argus in the State of Idaho, and that I have and foregoing is a true, correct and complete transcript of the records of said County as the same appears and is filed in my office.

day of Sept 1926 Witness my hand and official seal this 22nd
William Schair



ORDINANCE NO. 96-32

EFFECTIVE DATE: 10-4-96

A BILL

FOR AN ORDINANCE REZONING A PARCEL OF LAND GENERALLY
LOCATED NORTH OF EAST 25TH AVENUE
BETWEEN DAYTON AND IRONTON STREETS,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO,
FROM M-1 (LIGHT INDUSTRIAL DISTRICT)
TO PD (PLANNED DEVELOPMENT DISTRICT),
AND AMENDING THE AURORA ZONING MAP ACCORDINGLY
(CITY OF AURORA) 20 ACRES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO:

Section 1. That the parcel of land situate in the County of Adams, State of Colorado,
described in Exhibit A attached hereto and incorporated herein, generally located north of East
25th Avenue between Dayton and Ironton Streets is hereby rezoned from M-1 (Light Industrial
District) to PD (Planned Development District), and the Aurora Zoning Map is hereby amended.



Section 2. That the General Development Plan is hereby approved.

Section 3. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the
second publication of this ordinance shall be by reference, utilizing the ordinance title.

INTRODUCED, READ AND ORDERED PUBLISHED this 15th day of
July, A.D. 1996.

PASSED AND ORDERED PUBLISHED BY REFERENCE this 26th day of
August, A.D. 1996.


PAUL E. TAUER, Mayor


DONNA L. YOUNG, City Clerk
APPROVED AS TO FORM: 
(rcoa.doc)

RECEPTION NO. CO219039 11.00 BK: 4853 PG: 0228-0229
851 ROBERT SACK, ADAMS COUNTY, COLORADO 10/07/96 10:55:31

EXHIBIT A

LEGAL DESCRIPTION:

Residential District: Lots 14-35, Blocks 4-8, New England Heights;
94th Aero Squadron Restaurant Subdivision
Filing No. 1.

Office District: Lots 14-35, Blocks 1-3, New England Heights;
Resubdivision Part of Block 101, Boston
Heights, Second Filing; Gardineer Subdivision, City
of Aurora, County of Adams, State of Colorado.

2006/07/21 10:01:37 AM 6/1/2006
07/21/2006 12:09:19 PM 5.00
Carol Snyder, Clerk \$201.00

STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION

PLANNING AREA 1

A part of the North Half of Section 34, Township 3 South, Range 67 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, and more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 34;
thence North 89°35'05" East along the northerly line of the Northeast Quarter of said Section 34, said line also being the County Line between said County of Adams and the City and County of Denver, a distance of 1268.75 feet to the intersection with the easterly line of Block 5, New England Heights, as recorded in the Clerk and Recorder's Office of said County of Adams, extended Northerly;
thence South 00°21'21" East along said northerly extension and said easterly line, a distance of 369.38 feet to the northeast corner of Lot 35, said Block 5;
thence South 89°31'54" West along the northerly line of said Lot 35, the northerly line of Lot 14, said Block 5, and the northerly line of said Lot 14 extended westerly, a distance of 299.75 feet to the intersection with the centerline of Florence Street;
thence South 00°23'59" East along said centerline of Florence Street, a distance of 304.79 feet to the intersection with the centerline of Elmira Street;
thence South 89°31'45" West along said centerline of East 25th Avenue, a distance of 329.78 feet to the intersection with the centerline of Elmira Street;
thence North 00°21'21" West along said centerline of Elmira Street, a distance of 304.79 feet to the intersection with the northerly line of Lot 35, Block 7, said New England Heights, extended easterly;
thence South 89°29'22" West along said northerly line extended easterly, a distance of 30.00 feet to the northeast corner of Lot 35, Block 7, said New England Heights;
thence South 89°30'54" West along the northerly line of said Lot 35, a distance of 134.77 feet to the northwest corner of said Lot 35;
thence South 00°20'12" East along the westerly line of said Lot 35 and the westerly lines of Lots 25 through 34, inclusive, and the westerly line of said Lot 25 extended southerly, said Block 7, a distance of 304.78 feet to the intersection with said centerline of 25th Avenue;
thence along said centerline of 25th Avenue following three (3) courses:
1. South 89°32'57" West, a distance of 134.77 feet to the intersection with the westerly line of said Block 7 extended southerly;
2. South 89°31'45" West, a distance of 60.00 feet to the intersection with the easterly line of Block 8, said New England Heights;
3. South 89°31'45" West, a distance of 300.00 feet to the intersection with the centerline of Dayton Street;
thence North 00°18'01" West along said centerline of Dayton Street, a distance of 305.04 feet to the intersection with the northerly line of Lot 35, Block 9, said New England Heights, extended easterly and a point on the southerly line of vacated Dayton Street, as described in said Ordinance 450, Series of 1949, and recorded in Book 1127 at Page 30 in said Clerk and Recorder's Office;
thence South 89°33'07" West along said southerly line and the northerly lines of Lot 35 and Lot 14, Block 9, said New England Heights, a distance of 300.04 feet to the northwest corner of said Lot 14;
thence South 89°36'17" West, a distance of 60.00 feet to the northeast corner of Lot 35, Block 10, said New England Heights;
thence South 89°30'42" West along the northerly lines of Lot 35, said Block 10, said Lot 14, and the northerly line of said Lot 14 extended westerly, a distance of 299.75 feet to the intersection with the centerline of Dallas Street;
thence North 00°21'21" East along said centerline of Dallas Street, a distance of 142.00 feet to the intersection with the northerly line of Lot 35, Block 11, said New England Heights, extended easterly;
thence South 89°35'13" West along the northerly line of said Lot 35, said northerly line of Lot 35 extended easterly, and the northerly line of Lot 14, said Block 11, a distance of 299.75 feet to the northwest corner of said Lot 14;
thence South 89°36'53" West, a distance of 60.00 feet to the northeast corner of Lot 35, Block 12, said New England Heights;
thence South 89°37'43" West along the northerly lines of said Lot 35, Lot 14, said Block 12, and said northerly line of Lot 14 extended westerly, a distance of 306.52 feet to the intersection with the north-south centerline of said Northwest Quarter;
thence North 00°20'57" West along said north-south centerline, a distance of 229.08 feet to a point on the northerly line of said Northwest Quarter;
thence North 89°36'19" East along said northerly line, a distance of 1325.99 feet to the POINT OF BEGINNING;

containing 1,125,360 square feet or 25.835 acres, more or less.

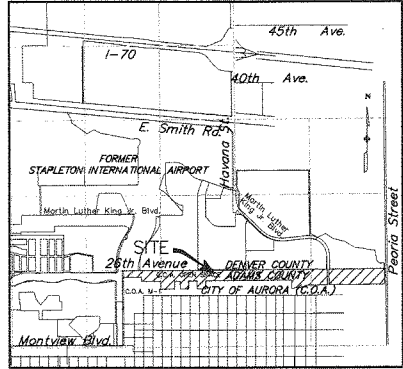
TOGETHER WITH

PLANNING AREA 2

A part of the Northeast Quarter of Section 34 and a part of the North Half of Section 35, Township 3 South, Range 67 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, and more particularly described as follows:

BEGINNING at the Northwest corner of said Section 35;
thence North 89°42'43" East along the northerly line of the Northwest Quarter of said Section 35, said line also being the County Line between said County of Adams and the City and County of Denver, a distance of 2601.20 feet to the North Quarter corner of said Section 35;
thence North 89°39'23" East along the northerly line of the Northeast Quarter of said Section 35 and said County Line, a distance of 640.14 feet to the intersection with the centerline of Moline Street, as described in Ordinance 830, Series of 1989, and recorded in Book 1127 at Page 6 in the Clerk and Recorder's Office of the said County of Adams;
thence South 00°17'28" East along said centerline of Moline Street, a distance of 567.14 feet to the intersection of East 25th Avenue;
thence along said centerline the following five (5) courses:
1. South 89°37'29" West, a distance of 630.33 feet;
2. South 89°38'52" West, a distance of 60.01 feet;
3. 188.50 feet along the arc of a curve to the left, with a central angle of 28°46'52", a radius of 375.26 feet, and whose chord bears South 79°16'08" West, a distance of 189.53 feet;
4. 218.50 feet along the arc of a curve to the right, with a central angle of 29°45'46", a radius of 435.26 feet, and whose chord bears South 79°15'33" West, a distance of 219.21 feet;
5. South 89°38'28" West, a distance of 240.29 feet to the intersection with the centerline of Kingston Street;
thence North 00°18'11" West along said centerline, a distance of 290.08 feet to the intersection with the centerline of 25th Place;
thence South 89°41'31" West, a distance of 960.24 feet to a point on the westerly line of Jamaica Street;
thence North 00°18'12" West along said westerly line, a distance of 10.71 feet to a point 318.4 feet south of the north line of Block 107, Sutton Heights 2nd Flng, as described in said Clerk and Recorder's Office, and as referenced in Ordinance 577, Series of 1953, and recorded in Book 1127 at Page 38 in said Clerk and Recorder's Office;

(LEGAL DESCRIPTION CONTINUED ON SHEET 2)



DESCRIPTION	SHEET NUMBER
TITLE SHEET	1
NOTES	2
SITE CONTEXT MAP/OPPORTUNITIES & CONSTRAINTS	3
GENERAL DEVELOPMENT PLAN	4
EXISTING AND PROPOSED ZONING	5
PERMITTED USES	6
DEVELOPMENT STANDARDS	7-12
STREET SECTIONS	13-14
KINGSTON & JOLA TAPER DETAIL	15
PARK, BICYCLE, AND TRAIL CONNECTIONS DIAGRAM	16
PHASING PLAN	17
OVERALL LANDSCAPE PLAN	18
TYPICAL OPEN SPACE CHARACTER/SECTIONS	19
TYPICAL FENCE AND LIGHTING STANDARDS	20

CITY OF AURORA APPROVALS

City Attorney: [Signature] Date: 6-29-06
Planning Director: [Signature] Date: 6/29/06
Planning Commission: [Signature] Date: 4/11/06
(Chairperson)
City Council: [Signature] Date: 7/10/06
(Mayor)
Attest: [Signature] Date: 7/13/06
(City Clerk)
Database Approval Date: 5/11/2006

RECORDER'S CERTIFICATE:

Accepted for filing in the office of the Clerk and Recorder of Adams County, Colorado, at 10:09 o'clock P. M. this 27th day of July, A.D. 2006.
Clerk and Recorder: [Signature]
Fee: _____

OWNER

FC Stapleton II, LLC, a Colorado limited liability company
By: Stapleton Land, LLC, a Colorado limited liability company, its Manager
By: Forest City Stapleton Land, Inc., a Colorado corporation, its Administrative Member
By: John S. Lehigh, Executive Vice President

State of Colorado } SS
City and County of Denver }
The foregoing instrument was acknowledged before me this 8th day of June, 2006, by John S. Lehigh, as Executive Vice President of Forest City Stapleton, Inc., Administrative Member of Stapleton Land, LLC, Manager of FC Stapleton II, LLC, a Colorado liability company, on behalf of the company.

Witness my hand and official seal:

My commission expires 4/18/2008
Notary Public
[Signature]
My Commission Expires 04/18/2008

OWNER

Park Creek Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado

By: [Signature]
Title: 1st Vice President
State of Colorado } SS
City and County of Denver }

The foregoing instrument was acknowledged before me this 8th day of June, 2006, by Richard L. Anderson & Vice President

Witness my hand and official seal:

My commission expires 4/18/2008
Notary Public
[Signature]
My Commission Expires 04/18/2008

OWNER

City and County of Denver, a Colorado Municipal Corporation

By: [Signature]
Mayor
State of Colorado } SS
City and County of Denver }

Attest:

By: [Signature]
Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

The foregoing instrument was acknowledged before me this ____ day of _____, 2006.

Witness my hand and official seal

My commission expires _____

Notary Public

BASIS OF BEARINGS: Bearings are based on the north line of the Northeast Quarter of Section 34, Township 3 South, Range 67 West of the Sixth Principal Meridian, said south line bearing South 89°35'05" West, based on NAD 83/92 State Plane Central Zone coordinates. The North Quarter corner of Section 34 is a set 3-1/4" Aluminum Cap Stamped: URS CORP. PLUS 31928. The Northeast corner of Section 34 is marked by a found 1-1/2" Aluminum Cap Stamped: FLATRONS SURVEYING LS 16406.

FOREST CITY STAPLETON	
1330 East 29th Avenue, Suite 501 Denver CO 80238	
STAPLETON	
STAPLETON AURORA	
TITLE SHEET	
DESIGNED BY:	SCALE
DRAWN BY: JDL	DATE ISSUED: DEC 2009
CHECKED BY:	NOTARY
SHT 1	



C:\DATA\353121\49437\307-Aurora-Stapleton\Code\GDP\35307GDP01-2.dwg 3/2/2006 11:19:30 AM MST

20060721000737720

STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

(LEGAL DESCRIPTION CONTINUED)

thence South 89°42'40" West along a line parallel with and 319.4 feet south of the northerly lines of Blocks 101 through 107, inclusive, a distance of 1020.30 feet to the intersection with the centerline of Havana Street;
thence North 00°18'28" West along said centerline of Havana Street, a distance of 0.36 feet to the intersection with the northerly line of Lot 35, Block 1, New England Heights, as recorded in the Clerk and Recorder's Office of the County of Adams, extended easterly;
thence South 89°30'49" West along said northerly line of Lot 35 extended easterly, the northerly line of said Lot 35, the northerly line of Lot 14, said Block 1, and the northerly line of said Lot 14 extended westerly, a distance of 346.42 feet a distance of 346.43 feet to the intersection with the centerline of Hanover Street, said point also being the northeast corner of a parcel of land described at Reception Number 1225730-2004 in said Clerk and Recorder's Office;
thence South 89°30'15" West along the northerly line of said parcel, a distance of 299.78 feet to the northwest corner of said parcel, said point also being the northwest corner of Lot 14, Block 2, said New England Heights;
thence South 89°44'31" West, a distance of 60.00 feet to the northeast corner of Lot 35, Block 3, said New England Heights;
thence South 89°35'51" West along the northerly line of said Lot 35, and the northerly line of Lot 14, said Block 3, and along the southerly line of the vacated portion of Galena Street, as described in Ordinance 450, Series of 1949, and recorded in Book 1127 at Page 30 in said Clerk and Recorder's Office, a distance of 299.60 feet to the intersection with the centerline of said Galena Street;
thence South 89°31'53" West along said southerly line, the northerly line of Lot 35, Block 4, said New England Heights, the northerly line of Lot 14, said Block 4, and said northerly line of Lot 14 extended westerly, a distance of 330.17 feet to the intersection with the centerline of Fulton Street;
thence South 89°57'01" West, a distance of 30.00 feet to the northeast corner of Lot 35, Block 5, said New England Heights;
thence North 00°21'21" West along the easterly line of said Block 5 and said easterly line extended northerly, a distance of 368.28 feet to a point on the northerly line of the said Northeast Quarter of Section 34;
thence North 89°35'05" East along said northerly line, a distance of 1359.25 feet to the POINT OF BEGINNING;

containing 2,037, 536 square feet or 46.775 acres, more or less.

TOGETHER WITH

PLANNING AREA 3

A part of the Northeast Quarter of Section 34, Township 3 South, Range 67 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 34;
thence North 89°35'05" East along the northerly line of said Northeast Quarter, said line also being the County Line between said County of Adams and the City and County of Denver, a distance of 1288.75 feet to the intersection with the northerly extension of the easterly line of Block 5, New England Heights, as recorded in the Clerk and Recorder's Office of said County of Adams;
thence South 00°21'21" East along said easterly line and said northerly extension, a distance of 369.38 feet to the northeast corner of Lot 35, said Block 5;
thence North 89°57'01" East, a distance of 30.00 feet to the intersection with the centerline of Fulton Street, and the POINT OF BEGINNING;
thence North 89°31'53" East along the northerly line of Lot 14, Block 4, said New England Heights, extended westerly, the northerly line of said Lot 14, the northerly line of Lot 35, said Block 4, and the northerly line of said Lot 35 extended easterly, a distance of 330.17 feet to the intersection with the centerline of Galena Street;
thence South 00°21'21" East along said centerline of Galena Street, a distance of 305.07 feet to the intersection with the centerline of 25th Avenue;
thence South 89°31'49" West along said centerline of 25th Avenue, a distance of 330.17 feet to the intersection with the centerline of Fulton Street;
thence North 00°21'21" West along said centerline of Fulton Street, a distance of 305.08 feet to the POINT OF BEGINNING;

containing 100,727 square feet or 2.312 acres, more or less.

TOGETHER WITH

PLANNING AREA 4

A part of the Northeast Quarter of Section 35, Township 3 South, Range 67 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 35;
thence North 89°39'23" East along the northerly line of said Northeast Quarter, said line also being the County Line between said County of Adams and the City and County of Denver, a distance of 840.14 feet to the intersection with the centerline of Moline Street as described in Ordinance 830, Series of 194, and recorded in Book 1127 at Page 6 in the Clerk and Recorder's Office of said County of Adams;
thence South 00°04'04" West along said centerline of Peoria Street, a distance of 566.05 feet to the intersection with the centerline of 25th Avenue;
thence South 89°37'29" West along said centerline of 25th Avenue, a distance of 2014.85 feet to the intersection with said centerline of Moline Street;
thence North 00°17'28" West along said centerline of Moline Street, a distance of 567.14 feet to the POINT OF BEGINNING;

containing 1,142,593 square feet or 26.230 acres, more or less.

Total area: 4,408,211 square feet or 101.152 acres, more or less.

GENERAL NOTES

- The developer has the right to build at a lower density in any planning area, provided the city has determined that the use is permitted and compatible with surrounding land uses and a finding of compatibility is determined at the time of Site Plan review and provided the developer meets the requirements of that particular zone district and the intent statements of this GDP. This reduction shall be considered a minor change, enabling the developer to gain approval of the site plan without amending the GDP.
- A Site Plan shall be submitted to the city concurrently or prior to the filing of the subdivision plat for each land area identified on the GDP. Said Site Plan or subdivisions shall not exceed the maximum intensities identified in these Land Use Guidelines unless approved at Site Plan.
- Residential development standards shall apply to the uses described regardless of the underlying zone district in which they are found, i.e., if a single family detached use is proposed in either the single family attached or mixed use district, the development standards for the single family detached shall apply.
- All roadway systems are conceptually located to provide access to the site and its environs. All efforts will be made to provide smooth flowing roads that respond to future parcel and off-site demands. Final alignments, access and design will be determined at the time of Site Plan or plat review, and shall be in substantial accordance with the GDP to the extent that is reasonable and possible. At the time of Site Plan for each land use area, the developer shall address and/or show adequate temporary emergency access for said land use area. See also requirements stated in Note #29.
- The development standards contained herein and in this GDP shall govern the development of the property, and except as expressly provided herein, the city's site planning procedures, city code, charter and ordinances or regulations shall apply to the development of this project.
- Stapleton-Aurora shall be subject to ordinances passed by the City of Aurora to protect the health, safety and welfare of the community. At the time of Site Plan, the developer shall be obligated to address referral comments received from the appropriate federal, state, or local agencies.
- Nothing herein shall constitute or be interpreted as a waiver of the city's legislative or governmental authority to enact regulations under its police power.
- No subdivision shall be approved prior to the City's approval of the Master Drainage Plan. In the event of any conflicts in the GDP with the Master Drainage Plan concerning, but not limited to, size, location, and regional detention ponds and/or drainage way locations, cross sections and widths, the Master Drainage Basin Plan, as approved by the City, shall govern. To the extent that revisions to development boundaries become necessary due to the findings of the Master Drainage Plan, the GDP shall be amended pursuant to City code at or before the time of Site Plan. Drainage ponds, drop structures and other facilities are subject to Site Plan review.
- Development within Stapleton-Aurora will comply with the Master Water and Sanitary Sewer Plan on file with City of Aurora Utility Department for the property.
- Land uses within each planning area must be determined and defined at the time of Site Plan.
- The developer, at the city's option, may be required to provide additional traffic analysis for each site prior to, or concurrent with, the approval of a Site Plan, to ensure that necessary infrastructure and secondary access is in place to accommodate the proposed development.
- Setbacks listed herein may be increased by the city if, at the time of Site Plan review, the city determines that the setbacks do not satisfy the minimum building, fire or safety standards.
- Except as otherwise noted, all City of Aurora ordinances, regulations and rules uniformly applicable and in effect at the time of site plan and/or subdivision plat approval shall be applicable to the development of this property.
- Not all locations of H.O.A. recreation areas are depicted on this GDP. It is the intent of the developer to provide a variety of active recreational opportunities, which may or may not include playgrounds, swimming pools and tennis courts, within these recreation areas for residents of Stapleton-Aurora (SA).
- At least 75% of all trees, shrubs, annuals, perennials, ground covers, and ornamental grasses used to landscape each site regulated by this article shall be selected from the low water zone found in City of Aurora Plant List, or the City of Aurora Recommended Xeriscape Plant List.
- All landscaped areas and plant material, except for non-irrigated native restorative, and drought grass areas that comply with requirements found in City of Aurora Landscape Code, Sec. 146-1429, must be watered by an automatic underground irrigation system. Irrigation design, installation, operation, and maintenance shall conform to requirements found in the City of Aurora Irrigation Ordinance.
- WETLANDS: The developer is responsible to comply with any requirements of the Army Corps of Engineers with regards to 404 permitting and wetlands mitigation.
- GRADING AND DRAINAGE: Site specific grading and drainage, including areas where road grades exceed six percent, transition areas between lots and lots backing onto open space will be reviewed in detail at the time of Site Plan and/or plat in insure conformance with City Standards.
- FLOODPLAINS: No portion of any residential or commercial lot shall be allowed to fall within the Western Creek or floodplain as indicated in the current FEMA FIS, or as modified through the FEMA map revision process. The flood plain shall be dedicated to the City for public land.
- ACCESS: There will be at least two points of public access to SA during construction and before the first certificate of occupancy is issued for any land use.
- DRAINAGE, UTILITY AND TRANSPORTATION MASTER PLANS: The Applicant shall submit a detailed street and drainage improvements plan in the approved Interim Agreement before the first site plan is approved. The development agreement will identify which arterial and collector streets and major drainage features (including detention ponds) will be completed in each phase. The GDP will be amended to reflect the development agreement. A master water study shall be submitted to the City of Aurora prior to the first site plan or plat.
- SPRINKLER SYSTEM: All homes on out-de-sage that are further than 500 feet from the centerline of the intersecting road must be sprinkled to the City of Aurora standards unless a secondary emergency access is provided.
- EMERGENCY ACCESS: The developer shall provide emergency access for each phase of development as approved by the Aurora Fire Department. Emergency connections shall be provided by the developer to insure swift and safe access throughout the development, as determined by the Fire Chief. The developer shall provide emergency crossings that meet City standards.
- ARCHAEOLOGICAL FINDINGS: The City will be notified if archaeological artifacts are uncovered during construction.
- See SHT. 17 for phasing for improvements. Construction of Planning Area 2, residential construction will be the initial phase along with entire drainage conveyance and water quality pond. Phase 2 consists of future mixed use areas and Phase 3 consists of parks & open space.
- The developer shall provide two distinct points of emergency access to the overall site and a looped water supply to each phase of the development as approved by the Life Safety Representative for the Aurora Fire Department. The developer shall construct any off-site roadway or emergency crossings improvements per City standards necessary to facilitate emergency vehicular access to this site.
- The proposed open space park will be owned and maintained by the Metropolitan District.
- Street lights are required along all public streets. The developer is required to fund the street lights and coordinate the installation with the COA Traffic Division.
- The street tapers from Stapleton to existing Aurora streets will meet Aurora standards within the geometric constraints of the site, and final details will be shown on the construction documents. Handicap ramps will be detailed in the construction documents. Moline Street is proposed to have a 36' width to match the existing street width. Proposed street widths will be finalized with the construction documents and shall satisfy City of Aurora criteria.

PREPARED FOR

DEVELOPER:
Forest City Stapleton, Inc.
7351 E. 29th Avenue
Denver, CO 80238
303-382-1800

LANDSCAPE ARCHITECT:
EDAW, Inc.
1809 Blake Street, Suite 200
Denver, CO 80202
303-595-4522

PREPARED BY

PLANNER:
Calliarge Associates
2035 Rose Street
Berkeley, CA 94709
510-548-6900

CIVIL ENGINEER:
URS Corporation
7350 E. 29th Avenue, Suite 200
Denver, CO 80238
303-694-2770

TRAFFIC ENGINEER:
URS Corporation
7350 E. 29th Avenue, Suite 200
Denver, CO 80238
303-694-2770

ENTITLEMENT CONSULTANT:
Robert Collick, INC.
609 S. Gaylord Street
Denver, CO 80209
303-722-8771

FOREST CITY STAPLETON	
1331 East 29th Avenue, Suite 301 Denver CO 80238	
STAPLETON	
STAPLETON AURORA NOTES	
DESIGNED BY: URB/ST	DATE ISSUED: MARCH 2008
SCALE AS SHOWN	SHT 2



2000 EAST 29TH AVENUE, SUITE 301
DENVER, CO 80238
TEL: 303-740-2600, FAX: 303-740-2610

DESIGNED BY: URS
DRAWN BY: ZSL
CHECKED BY: RJA

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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

PLANNING AREA 1: ACTIVE AND PASSIVE OPEN SPACE

TOTAL 1,125,360 SQ. FT. 25.8 ACRES 100.00%
(26% OF TOTAL DEVELOPMENT)

PLANNING AREA 2: RESIDENTIAL DEVELOPMENT

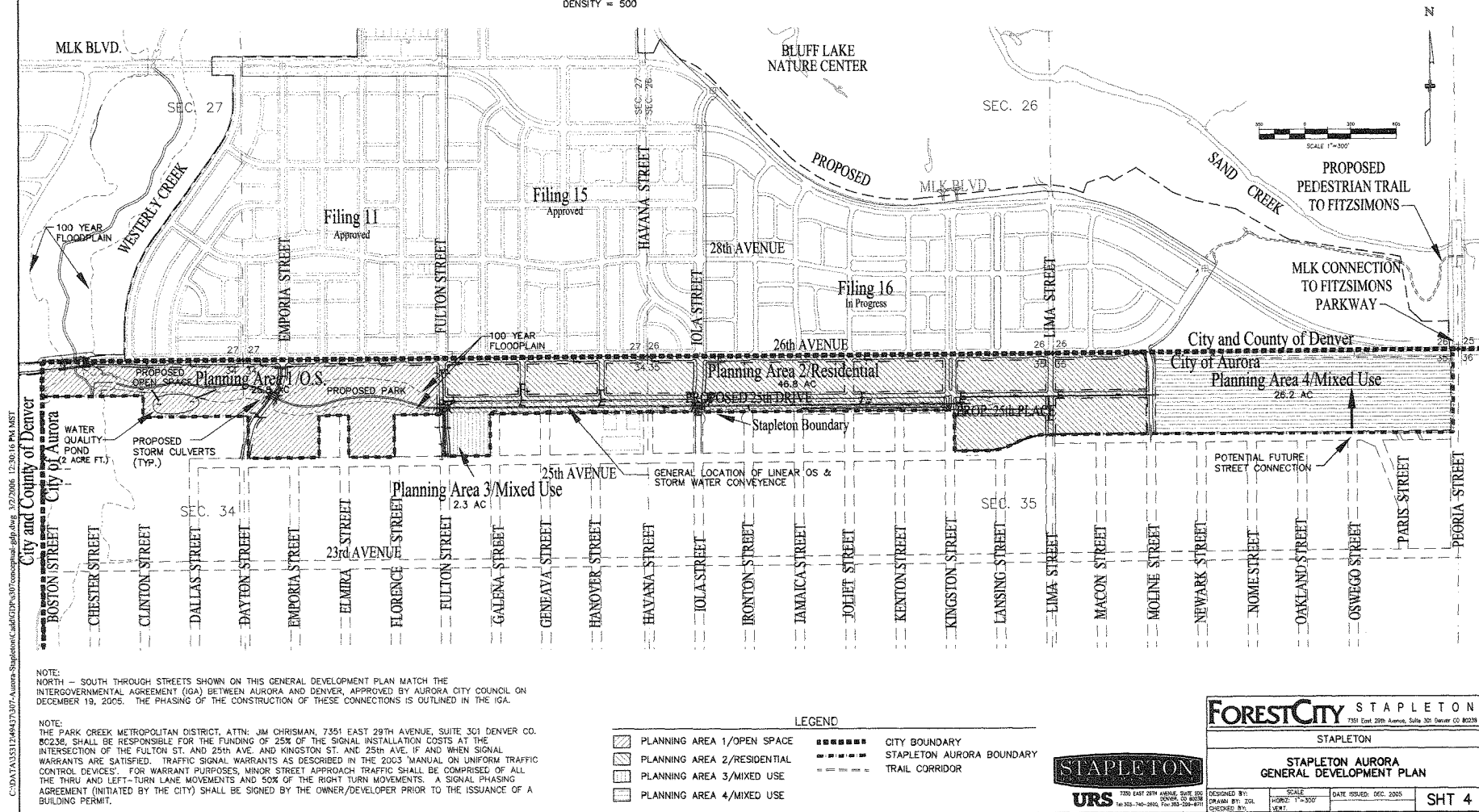
TOTAL 2,037,536 SQ. FT. 46.8 ACRES 100.00%
(46% OF TOTAL DEVELOPMENT)
DENSITY = 500

PLANNING AREA 3: MIXED USE DEVELOPMENT

TOTAL 100,727 SQ. FT. 2.3 ACRES 100.00%
(2% OF TOTAL DEVELOPMENT)

PLANNING AREA 4: MIXED USE DEVELOPMENT

TOTAL 1,142,593 SQ. FT. 26.2 ACRES 100.00%
(26% OF TOTAL DEVELOPMENT)

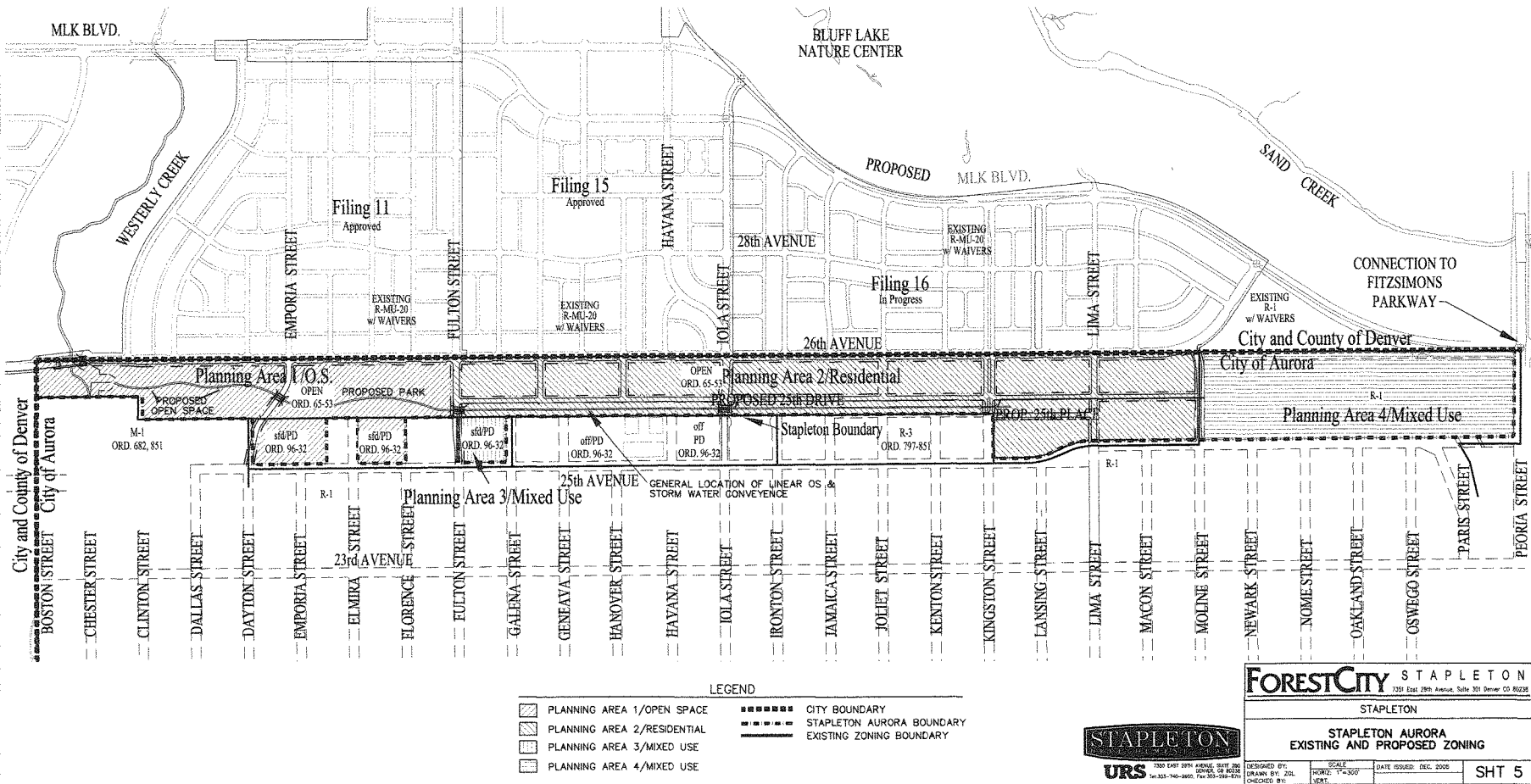
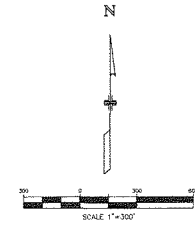


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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

NOTE:
ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREE-STANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.



STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

PLANNING AREA 1: ACTIVE AND PASSIVE OPEN SPACE

25.8 Acres
25.5% of the total project acreage

Development Concept:
Provide an area for both active and passive multiple use open space along with the east west storm water conveyance to Westerly Creek.

Permitted Uses:

1. Trails,
2. Bicycle Trails,
3. Multi-Use Athletic Fields,
4. Picnic Areas,
5. Pedestrian Corridor,
6. Fairs and Open Space,
7. Drainage, and
8. Playground(s).

Conditional Uses:

1. Off leash dog park.

PLANNING AREA 2: RESIDENTIAL DEVELOPMENT

45.8 Acres
45.2% of the total project acreage
Maximum number of residential units: 500

Development Concept:

Develop a residential neighborhood providing a diversity of residential development similar in character to existing Stapleton development and with single-family residential units, two-family dwelling units and with multi-family units. Planning Area 2 also contains a linear open space that serves both trail and storm water conveyance purposes.

Residents of this neighborhood will benefit from their proximity to the Bluff Lake Nature Center and the extensive open space system of the Westerly Creek and Sand Creek trail system and the numerous neighborhood parks and swimming pool planned in adjacent Stapleton neighborhoods.

Permitted Uses:

1. Dwellings Single-Family Detached,
2. Dwellings, Two-Family,
3. Dwellings, Multi-Family (All Types),
4. Bicycle Trails,
5. Trails,
6. Pedestrian Corridor, and
7. Drainage.

Conditional Uses:

1. Day Care Home, Child or Adult.
2. Schools

PLANNING AREA 3: MIXED-USE DEVELOPMENT

2.3 Acres
2.4% of the total project acreage
Maximum number of residential units: 60
Maximum square footage of non-residential use(s): 83,000

Development Concept:

Provide for a variety of uses including non-residential uses and residential development. It is anticipated that there will be a need and a desire for flexibility of use and design. The uses requested are appropriate and compatible with the surrounding area.

Note: Multiple uses may be combined in one structure or a single parcel for a mixed-use development.

Permitted Uses:

1. Dwellings Single-Family Detached,
2. Dwellings, Two-Family,
3. Dwellings, Multi-Family (All Types),
4. Residential Care Facility (Assisted Living),
5. Active Adult Community,
6. Mixed-Use Building (containing only allowed uses specified herein)
7. Adult day care centers,
8. Art spaces,
9. Banks, savings, and financial offices,
10. Catering services,
11. Child care centers, large and small,
12. Clubs, lodges, and service organizations,
13. Cultural facilities,
14. Drive-up or drive-through facility, as an accessory to a permitted use.
15. Extended stay lodging.
16. Indoor recreational facilities, excluding amusement enterprises,
17. Medical clinics,
18. Meeting, banquet and conference facilities,
19. Motels and hotels,
20. Offices,
21. Office showroom,
22. Parks, open space, play fields, playgrounds, and related recreational uses,
23. Personal services,
24. Places of worship,
25. Private schools,
26. Public uses,
27. Public utilities,
28. Restaurant,
29. Restaurant, drive through,
30. Retail uses,
31. Self storage facilities and mini warehouse
32. Studios, including television and radio broadcasting stations, excluding antenna towers,
33. Theaters,
34. Teen clubs,
35. Veterinary clinics,
36. Wholesale, as an accessory to a permitted use.
37. Public Schools, parochial, elementary, and secondary
38. Early Childhood Development Facilities

Conditional Uses:

1. Any retail, restaurant, personal service, or indoor recreational uses that about a residential or use and operate between 12:00 p.m. and 6:00 a.m.
2. Mortuary establishments,
3. Restricted light industrial use,
4. Temporary employment offices,

PLANNING AREA 4: MIXED-USE DEVELOPMENT

25.2 Acres
25.9% of the total project acreage
Maximum number of residential units: 490 (in combination with some amount of commercial that does not exceed traffic study)
Maximum square footage of non-residential use(s): 1,000,000 (w/a residential)

Development Concept:

Planning Area 4 provides an opportunity for mixed-use development including commercial/retail uses, medical uses and residential development. It is anticipated that there will be a need and a desire for flexibility of use and design due to the dramatic changes that will occur in this area due to the redevelopment of Fitzsimmons facility.

Note: Multiple uses may be combined in one structure or a single parcel for a mixed-use development.

The effect of the proposed zoning will be immediate and very positive. All of the proposed uses will add to the vitality and life of the area. The proposed PDP will potentially attract new residents to the area, create employment opportunities, which will help reduce area traffic and create an attractive and interesting project. The maximum allowable square footage for non-residential uses and limits on the maximum number of residential units are compatible with the proposed and ongoing revitalization in the area and provide the appropriate requirements for an urban infill development.

Permitted Uses:

1. Dwellings Single-Family Detached,
2. Dwellings, Two-Family,
3. Dwellings, Multi-Family (All Types),
4. Residential Care Facility (Assisted Living),
5. Active Adult Community,
6. Mixed-Use Building (containing only allowed uses specified herein)
7. Ambulance service,
8. Ambulatory care health services,
9. Art spaces,
10. Banks, savings, and financial offices,
11. Business, service and professional offices,
12. Catering services,
13. Child care centers, large and small,
14. Clinics, medical and dental,
15. Clubs, lodges, and service organizations,
16. Cultural facilities,
17. Drive-up or drive-through facility,
18. Educational institutions,
19. Extended stay lodging,
20. Fitness, and recreational sports centers,
21. Hospitals, licensed nursing homes, sanitariums and convalescent hospitals,
22. Hotels and motels,
23. Laboratories,
24. Linen supply and industrial laundries
25. Medical clinics,
26. Meeting, banquet and conference facilities,
27. Motels and hotels,
28. Liquor stores,
29. Museums and galleries,
30. Offices,
31. Office showroom,
32. Parks, open space, play fields, playgrounds, and related recreational uses,
33. Personal services,
34. Photocopying and printing,
35. Places of worship,
36. Plant and tree nurseries and greenhouses,
37. Private schools,
38. Public uses,
39. Public utilities,
40. Repair, rental and servicing (non-vehicle)
41. Restaurant,
42. Restaurant, drive through,
43. Retail uses,
44. Schools, elementary and secondary,
45. Self storage facilities and mini warehouses
46. Studios, including television and radio broadcasting stations, excluding antenna towers,
47. Theaters,
48. Wholesale, as an accessory to a permitted use.

Conditional Uses:

1. Adult day care centers,
2. Amusement enterprises,
3. Any retail, restaurant, personal service, or indoor recreational uses that about a residential use and operate between 12:00 p.m. and 6:00 a.m.
4. Automobile and light truck sales, rentals, service, car washes and fuel dispensing
5. Indoor recreational facilities, excluding amusement enterprises,
6. Indoor shooting range,
7. Kennels,
8. Mortuary establishments,
9. Outdoor recreation and entertainment,
10. Parking facilities, commercial,
11. Restricted light industrial use,
12. Temporary employment offices,
13. Teen clubs,
14. Veterinary hospitals,
15. Veterinary clinics,

FORESTCITY STAPLETON	
7301 East 59th Avenue, Suite 300, Denver CO 80238	
STAPLETON	
STAPLETON AURORA	
PERMITTED USES	
DESIGNED BY: URP	SCALE AS SHOWN
DATE ISSUED: MAR. 2008	SHT 6



STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

STAPLETON GENERAL DESIGN GUIDELINES

I. INTRODUCTION

Stapleton Aurora is a unique project that will transform a portion of the former Stapleton Airport property within the City of Aurora into one of the most acclaimed new neighborhoods in the Denver metropolitan area. The Development Standards contained within this plan are based on the success of the Stapleton development model and it is the express intent of this submittal to adopt the existing Stapleton standards for use in Aurora. The Stapleton development standards vary from the City of Aurora standards in the following areas:

- maximum building heights
- minimum lot size
- minimum setbacks
- residential accessory units
- off-street parking
- street sections
- private alleys
- landscape requirements

Additional alternative standards may be requested at the time of site plan submittal.

II. OVERALL DESIGN CONCEPT

The Stapleton development model is a fusion of the traditional development patterns that surround the property with the best in new urban land planning. The model incorporates the following features:

- Integration of employment, retail, housing and recreational uses
- Higher density than suburban models
- Compact, walkable scale
- Urban grid pattern including alleys
- Tree-lined, garage-less and diverse streetscapes
- Diversity of housing types, densities and price ranges
- Diversity of architectural styles
- Use of common open space and parks within neighborhoods
- Development of open space to serve multiple purposes such as stormwater conveyance and quality, wildlife habitat, recreation and visual amenity.

These features will integrate Stapleton into the surrounding urban fabric.

III. SITE CHARACTERISTICS AND CONTEXT

The Stapleton Aurora property is characterized by its narrow, long shape and relatively flat topography. It is bordered on the west by Westerly Creek, on the north by existing and future Stapleton Denver neighborhoods, on the east by Peoria Street and on the south by an existing Aurora neighborhood. The existing Aurora neighborhood contains a mix of uses including single and multi-family residential, industrial, office and commercial properties, an elementary school, a neighborhood park and a church. Refer to the Site Context Map on Sheet SHT 3 for additional information.

The Stapleton Aurora property is currently vacant and was formerly used as a buffer area for the airport's south runway. The property is generally flat with no significant site features.

IV. ARCHITECTURAL STANDARDS

The goal of the Stapleton architectural standards is to create memorable character, identity and appeal that reflect the diversity of architectural styles of the Denver metropolitan area neighborhoods adapted to the needs of the 21st Century. These architectural requirements are regulated by the Stapleton Design Book and the Stapleton Design Criteria. The permitted architectural styles include:

- Stapleton Victorian
- Stapleton Craftsman
- Stapleton Colonial Revival
- Stapleton Foursquare
- Stapleton English Revival
- Stapleton Mediterranean Revival
- Stapleton Contemporary

Additional standards and details will be provided at the time of site plan submittal.

V. STREET STANDARDS

Stapleton embraces the concept of new urbanism which promotes compact, walkable scale and urban grid patterns including alleys. Because of the interface of municipalities, an Intergovernmental Agreement between the City of Aurora, the City and County of Denver and the Park Creek Metropolitan District has been developed specific to this project. The street patterns and connections shown in this General Development Plan comply with the requirements of the Intergovernmental Agreement.

Refer to the typical street sections shown on Sheet SHT 13. These sections represent the currently used street sections in Stapleton. In some cases, these sections vary from the City of Aurora street standards.

VI. PARKS AND OPEN SPACE

The Stapleton Development Plan identifies parks and open space as one of the structuring elements for the area. Stapleton Aurora will continue the development structure with the proposed link to Westerly Creek's open space and trails. In addition to traditional neighborhood parks, the Plan recommends high plains landscape restoration, natural systems protection, water quality enhancements and wildlife habitat restoration and development. These applications will be applied to the Stapleton Aurora development where appropriate. Objectives for parks and open space include the following:

- Contribute to a dramatic change in the physical appearance of the Stapleton site.
- Meet local and regional demand for open space and recreation opportunities.
- Continue Stapleton's system of urban parks.
- Provide cost effective and environmentally beneficial approaches to water management on-site.
- Connect Stapleton to the rest of the city and region through physical and visual linkages.
- Provide recreational opportunities for residents.

VII. PLANNING AREAS

The property is divided into four planning areas, as shown on Sheet SHT 4, indicating the character of uses proposed for each area. Refer to Sheets SHT 6 through SHT 12 for a description of each planning area and the permitted uses within each one.

Stapleton Aurora Parks and Open Space Requirements

The City of Aurora Parks and Open Space Department has established Dedication and Development Criteria for parks and open space site and facilities within the City of Aurora. The requirements are broken down into three types of dedication: Neighborhood Parks, Community Parks and Open Space. Due to the urban infill nature of this project, and its proximity to major regional open space, it is also reasonable to consider existing parks and open space, within the required travel distances, to meet the requirements of this project.

Stapleton Aurora Parks and Open Space Requirements

Residential Units	Single Family	Multi-family
PA 1	0	0
PA 2	500	0
PA 3	0	60
PA 4	0	400
Total	500	460 Maximum
Multiplier Pop./Unit	2.65	2.20
Population	1,325	1,012 2,337 Total

Parks Requirement	Acres	Aurora Formula
Neighborhood Park (5-20 acres)	7.01	3.0 ac/1000 pop 1/2 mile radius
Community Park (40+ acres)	2.57	1.1 ac/1000 pop 2 mile radius
Open Space	18.23	7.8 ac/1000 pop
Total	27.81	

New Parks in Stapleton Aurora		
Neighborhood Park (5-20 acres)	7.74	1/3 of PA 1 1/2 mile radius
Community Park (40+ acres)	0.00	2 mile radius
Open Space	24.96	2/3 of PA 1 and all of PA 2
Total	32.70	

Existing and Proposed Parks *		
Neighborhood Park (5-20 acres)	9.00	Stapleton Recreation Center
Community Park (40+ acres)	73.50	Stapleton Central Park
Open Space	100.00	Adjacent portion of Bluff Lake and Sand Creek Greenway
Total	182.50	

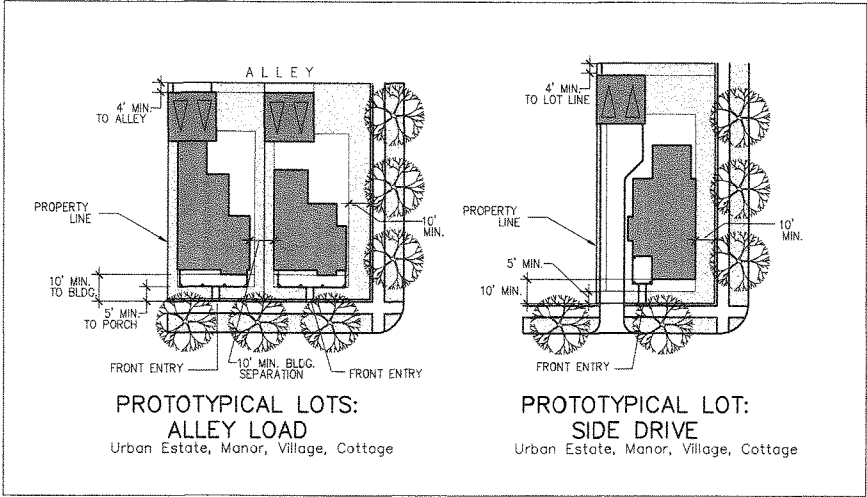
* Parks located within required travel distance



FOREST CITY STAPLETON	
7351 East 29th Avenue, Suite 501 Denver, CO 80238	
STAPLETON	
STAPLETON AURORA DEVELOPMENT STANDARDS	
DESIGNED BY: JOSHUA R. ZOL CHECKED BY:	DATE ISSUED: DEC. 2006 SHT 7

STAPLETON AURORA
GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



A. RESIDENTIAL DEVELOPMENT STANDARDS

Stapleton Aurora residential development standards are based on the innovative requirements established in the Stapleton Design Book.

1. Single Family Detached Development Standards
(Includes Stapleton Urban Estate, Manor, Village, Cottage)

Maximum number of dwelling units per lot	One principle unit and one accessory unit
Permitted accessory unit *	Over alley loaded detached and semi-detached garages
Maximum building height	40 feet
Minimum lot size	3150 square feet
Minimum lot frontage	35 feet
Minimum lot depth	90 feet
Minimum front yard setback to principle unit	10 feet
Minimum front yard setback to unenclosed porch	5 feet
Minimum side yard setback abutting another lot- principle unit	4 feet
Minimum side yard setback abutting another lot- alley load garage	4 feet
Minimum side yard setback abutting another lot- side drive garage	0 feet
Minimum side yard separation between units	10 feet
Minimum side yard setback abutting a street	10 feet for principle unit and garage
Minimum rear yard setback	4 feet to garage
Minimum distance between principle unit and detached garage	10 feet
Minimum off-street parking requirement	2 spaces per lot

* Accessory unit can not be subdivided or have a separate water tap.

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FORESTCITY STAPLETON
7351 East 29th Avenue, Suite 301 Denver, CO 80238

STAPLETON

STAPLETON AURORA
DEVELOPMENT STANDARDS

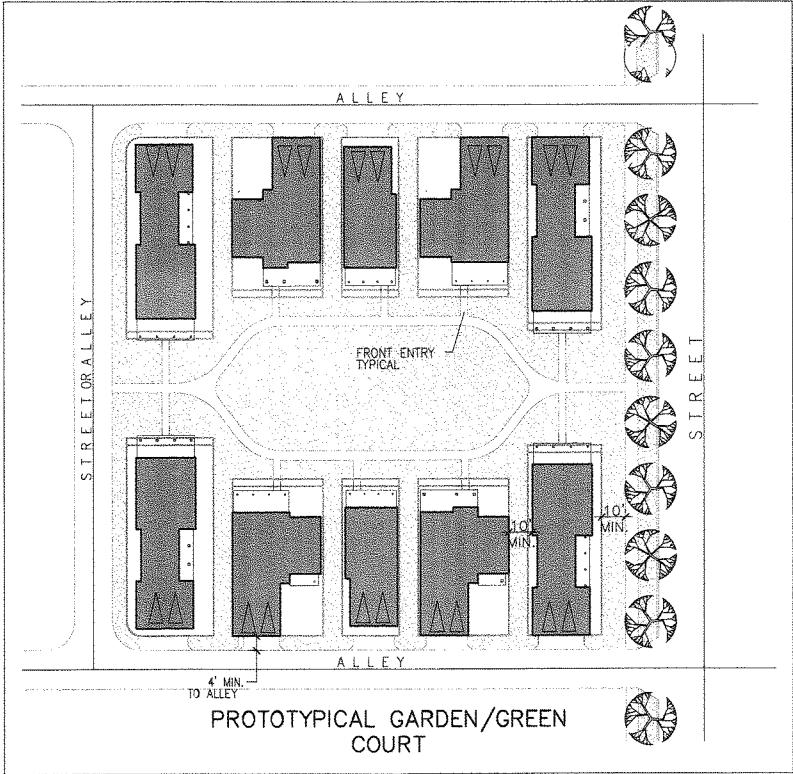
DESIGNED BY: SCALE: DATE ISSUED: DEC. 2005
CHECKED BY: 1/4/07

1700 EAST 50th AVENUE, SUITE 100
DENVER, CO 80231
TEL: 303-756-4600 FAX: 303-756-4601

SHT 8

STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



2. Single Family Detached- Cluster Development Standards (Includes Stapleton Garden/Green Court)

Maximum number of dwelling units per lot	One principle unit
Permitted accessory unit	None
Maximum building height	40 feet
Minimum lot size	1536 square feet
Minimum lot frontage	32 feet
Minimum lot depth	43 feet
Minimum front yard setback to principle unit abutting green	9 feet
Minimum front yard setback to principle unit abutting street	10 feet
Minimum front yard setback to unenclosed porch abutting green	6 feet
Minimum front yard setback to unenclosed porch abutting street	5 feet
Minimum side yard setback abutting another lot- principle unit	4 feet
Minimum side yard separation between units	10 feet
Minimum side yard setback abutting a street	10 feet for principle unit and garage, 5 feet for unenclosed porch
Minimum rear yard setback	4 feet to garage
Minimum off-street parking requirement	2 spaces per lot

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FORESTCITY STAPLETON
7351 East 29th Avenue, Suite 301 Denver CO 80231

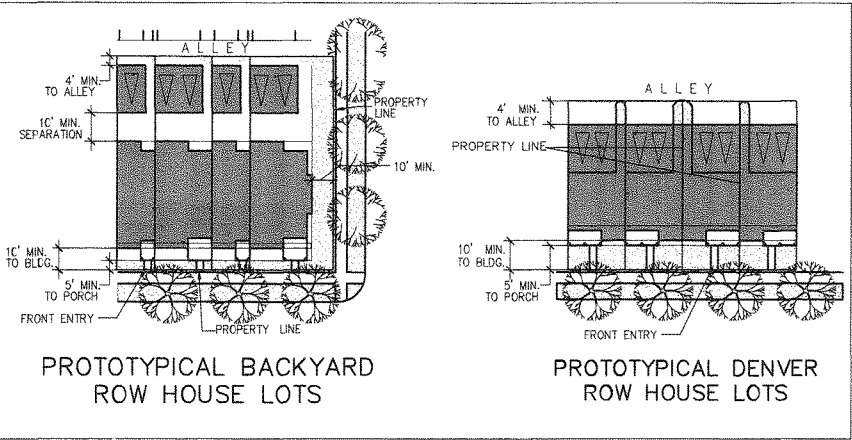
STAPLETON

STAPLETON AURORA
DEVELOPMENT STANDARDS

DESIGNED BY: SCALE: DATE ISSUED: DEC. 2005
DRAWN BY: ZUL CHECKED BY: HNT
SHT 9

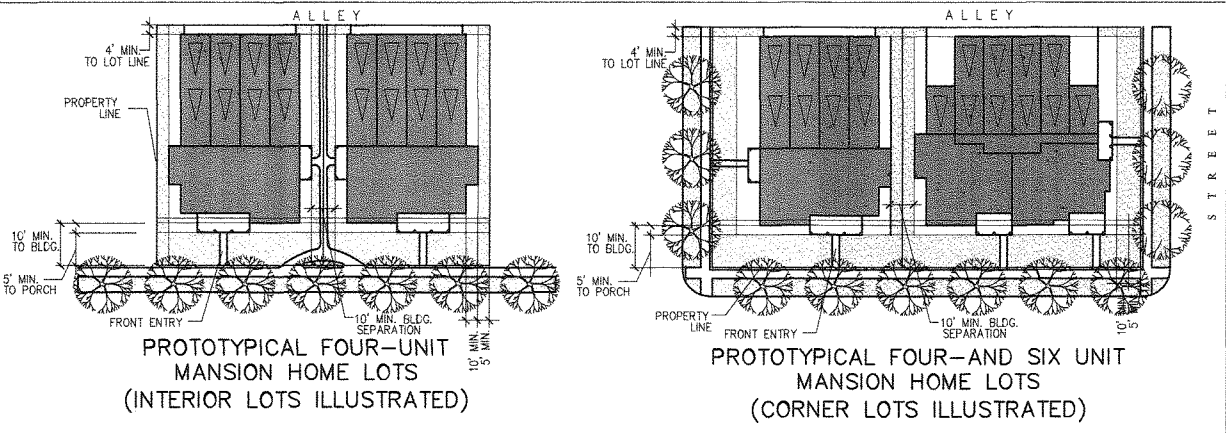
STAPLETON AURORA
GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



3. Multiple Family- Row House Development Standards
(Includes Stapleton Backyard Row House and Denver Row House)

Permitted accessory unit	None
Maximum building height	45 feet
Minimum lot size	Not applicable
Minimum lot frontage	16 feet
Minimum lot depth	70 feet
Minimum front yard setback to principle unit	10 feet
Minimum front yard setback to unenclosed porch	5 feet
Minimum side yard setback abutting a street	10 feet for principle unit, 5 feet to unenclosed porch
Minimum side yard separation between buildings	10 feet
Minimum rear yard setback	4 feet to garage
Minimum distance between principle unit and detached garage	10 feet
Minimum off-street parking requirement	1 spaces per unit



4. Multiple Family- Mansion Home Development Standards
(Includes Stapleton Mansion Home)

Permitted accessory unit	None
Maximum building height	45 feet
Minimum lot size	Not applicable
Minimum lot frontage	Not applicable
Minimum lot depth	70 feet
Minimum front yard setback to principle unit	10 feet
Minimum front yard setback to unenclosed porch	5 feet
Minimum side yard setback abutting a street	10 feet for principle unit, 5 feet to unenclosed porch
Minimum side yard separation between buildings	10 feet
Minimum rear yard setback	4 feet to garage
Off-street parking requirement	1 space per unit

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FORESTCITY STAPLETON
7301 East 28th Avenue, Suite 301 Denver CO 80238

STAPLETON AURORA
DEVELOPMENT STANDARDS

DESIGNED BY: THOMAS R. HART
DRAWN BY: JOL
CHECKED BY: JOL

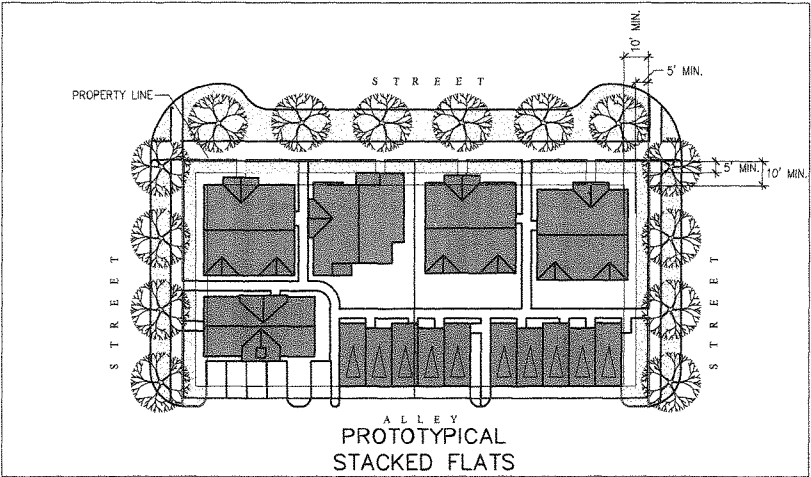
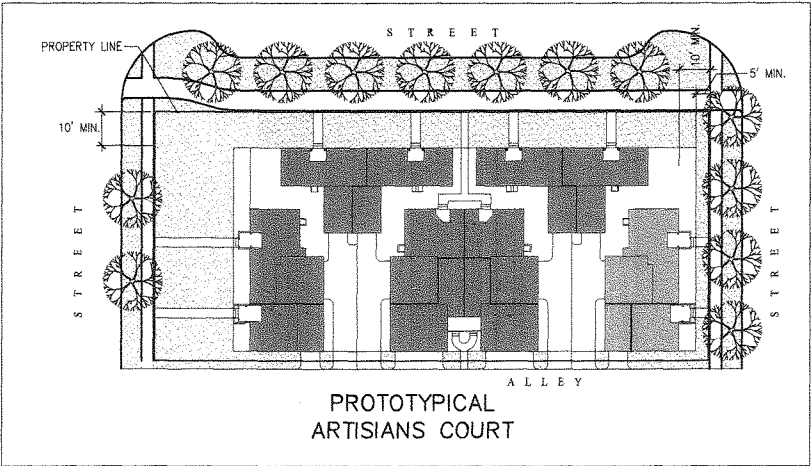
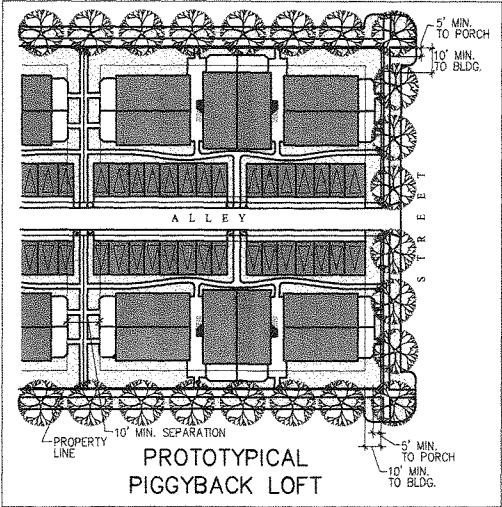
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DATE ISSUED: DEC 2005

SHT 10

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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



5. Multiple Family- Other Types Development Standards (Includes Stapleton Piggyback Loft, Artisan Court, Stacked Flat and Other Multi-Family Prototypes)

Permitted accessory unit	None
Maximum building height	60 feet
Minimum lot size	Not applicable
Minimum lot frontage	Not applicable
Minimum lot depth	50 feet
Minimum front yard setback to principle unit	10 feet
Minimum front yard setback to unenclosed porch	5 feet
Minimum side yard setback abutting a street	10 feet for principle unit, 5 feet to unenclosed porch
Minimum side yard separation between buildings	10 feet
Minimum rear yard setback	4 feet to garage
Off-street parking requirement	1 space per unit

FORESTCITY STAPLETON

7355 East 29th Avenue, Suite 301 Denver CO 80238

STAPLETON

STAPLETON AURORA
DEVELOPMENT STANDARDS

DESIGNED BY: SCALE: DATE ISSUED: DEC. 2009
DRAWN BY: ZOL. HORIZ. VTS. SHT 11
CHECKED BY: VERT.

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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

B. MIXED USE DEVELOPMENT STANDARDS

1. Development Approach

Planning Areas 3 and 4 in the Stapleton Aurora development area are envisioned to include a mix of commercial, retail and residential uses. Potential uses are described under "permitted uses" on sheet 6. Alternative development scenarios are included on this sheet to describe potential options for the Planning Area 4 property as specific users or uses have not been determined as of the date of this submittal. Each of these scenarios suggest a possible mix and proportion of appropriate uses that could be developed within the limits of the Development Standards. None of these scenarios shall be a requirement of the development. Final development is subject to Site Plan Approval.

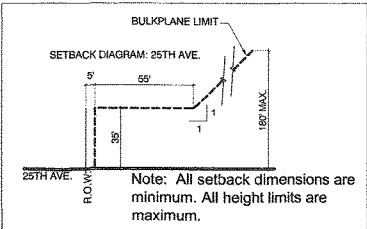
2. Mixed Use Development Guidelines

The following guidelines apply to mixed uses as indicated on sheet SHT 6. Specific project layout and requirements will be established at the time of site plan submittal.

Maximum building height	50 feet for Planning Area 3 and 180 feet for Planning Area 4*
Minimum site area	None
Maximum floor area ratio	No limit
Minimum front yard setback	5 feet
Minimum side yard setback abutting a street	5 feet
Minimum side yard separation between buildings	10 feet
Minimum rear yard setback	5 feet
Off-street parking requirement	To be determined with Site Plan submittal

* Where proposed buildings are greater than 50 feet in height a transition shall be established adjacent to the residential and to the south of Planning Area 4. See diagram below.

Each potential Stapleton Aurora development scenario is intended to blend existing and proposed conditions with respect to height, density, traffic and use.



Note: All setback dimensions are minimum. All height limits are maximum.

Development Scenario 1: Live/Work/Shop Mixed-Use

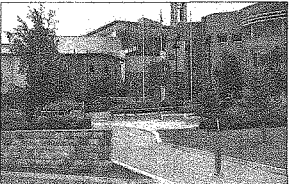
In this scenario retail and office uses are primarily located adjacent to Peoria Street, transitioning to live-work, multifamily and then to single family residential toward the west. Streets are activated by the retail establishments that serve residents or work in the offices. The streets offer activity space for special events, seasonal displays and recreational opportunities. Streets reflect a mixed use urban character with street trees and furnishings, on-street parking and sidewalks wide enough for café seating and special events.



Live/Work/Shop Mixed Use: A fairly even mix of retail, commercial and residential with open space balancing the development.

Development Scenario 2: Predominant User

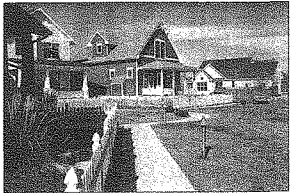
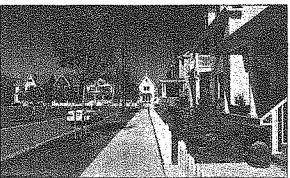
With the excellent visibility, traffic connections and adjacent uses, Planning Area 4 might incorporate a predominant user such as office park, retail center or specialized residential development. This user, regardless of land use focus, would likely have complementary uses located on the property. For example a specialized residential community might take advantage of the resident population and location to include some supporting retail and commercial uses. In this type of development the streets might have a more flexible grid to reflect permitted uses and would remain walkable consistent with the standards set forth in the Stapleton Development Guidelines.



Predominant User: A primary residential, commercial or retail user with necessary complementary uses.

Development Scenario 3: Neighborhood pattern

A third scenario might reflect the neighborhood pattern already established in prior Stapleton developments. The housing mix found in Stapleton's approved filings 11, 15 and 16 could be continued through a portion of the site by extending the existing street grid and constructing homes similar in scale. Retail and commercial uses could be included along the Peoria Street edge.



Neighborhood Pattern: Extend residential neighborhoods through the western portion of the site and include higher density residential, commercial and retail, where appropriate, in the eastern portion.

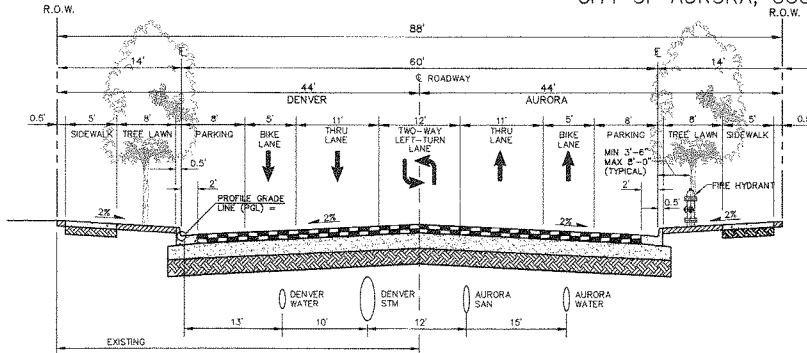


FOREST CITY STAPLETON
7301 East 29th Avenue, Suite 301 Denver CO 80238
STAPLETON
STAPLETON AURORA
DEVELOPMENT STANDARDS
DESIGNED BY: ZACHRY NYS DATE ISSUED: DECEMBER 2006
DRAWN BY: ZACHRY VERT. CHECKED BY: SHT 12

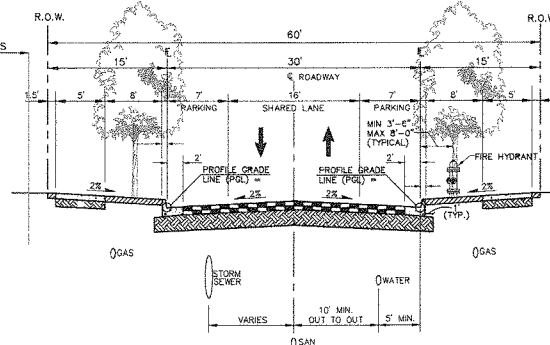
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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

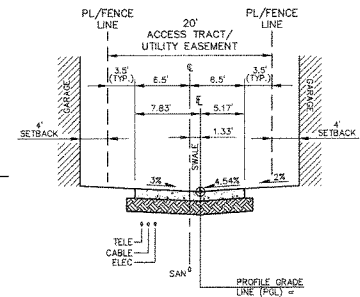
PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



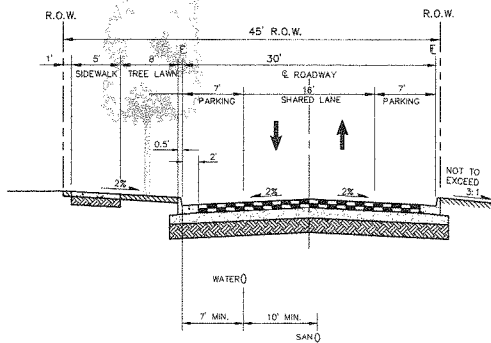
26TH AVENUE
3 LANES WITH BIKE LANE AND PARKING
NOT TO SCALE
(A-A)



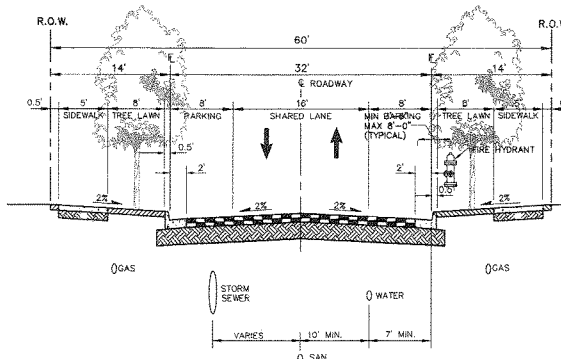
LOCAL ROADWAY 30' FL TO FL
(LOCAL STREET TYPE 2)
NOT TO SCALE
(C-C)



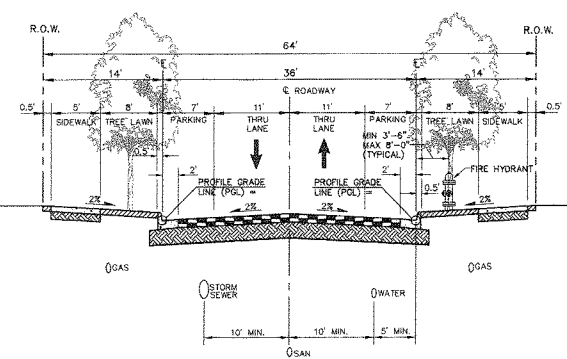
TYPICAL PRIVATE ALLEY
NOT TO SCALE
(D-D)



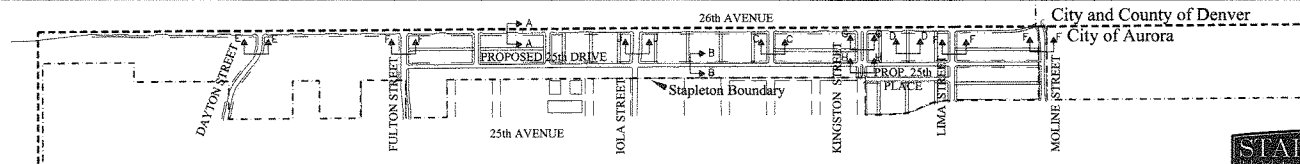
25TH DRIVE
(SIMILAR TO LOCAL STREET TYPE 2 ALTERNATE)
NOT TO SCALE
(B-B)



DAYTON-EMPORIA 32' FL TO FL
NOT TO SCALE
(E-E)



FULTON ST, LIMA ST, MOLINE ST. 36' FL TO FL
NOT TO SCALE
(F-F)



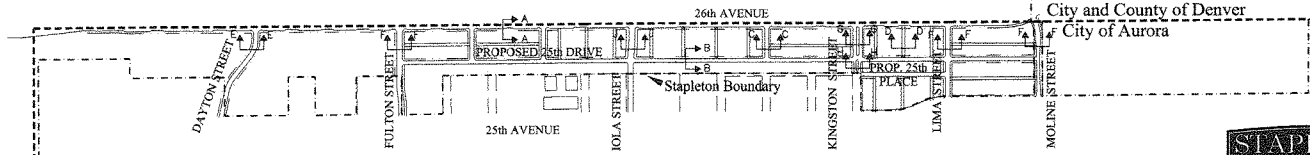
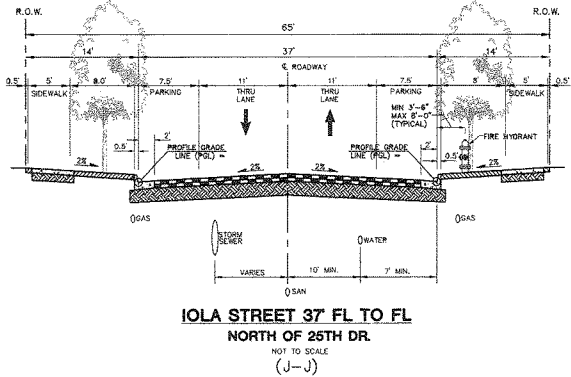
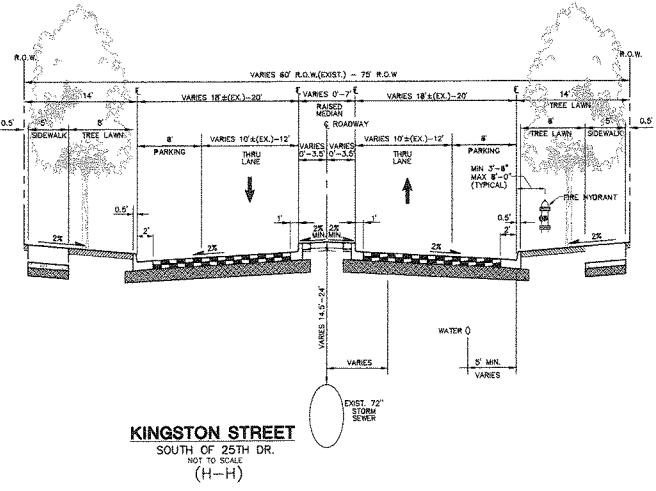
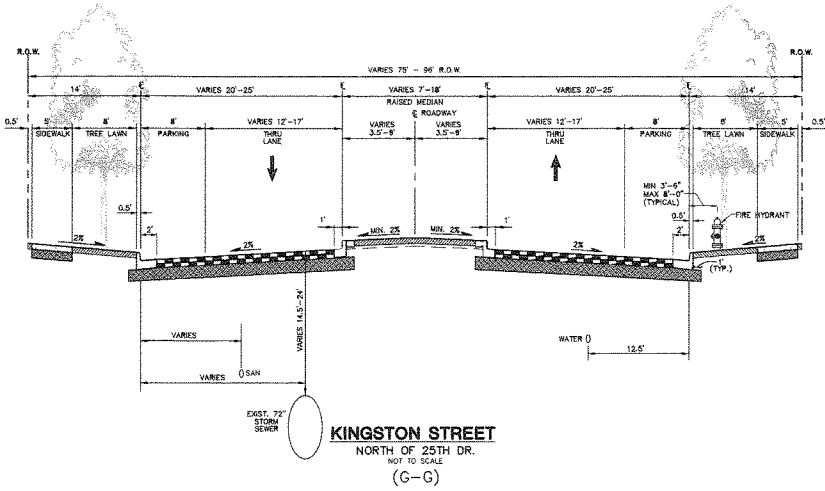
KEYMAP

FORESTCITY STAPLETON 7301 East 25th Avenue, Suite 301 Denver CO 80238	
STAPLETON	
STAPLETON AURORA STREET SECTIONS	
DESIGNED BY: URS	SCALE: HORIZ. 1" = 50' VERT. 1" = 10'
CHECKED BY:	DATE ISSUED: APRIL 2006
SHT 13	

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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



FOREST CITY STAPLETON
7301 East 28th Avenue, Suite 300
Denver, CO 80238

STAPLETON

**STAPLETON AURORA
STREET SECTIONS**

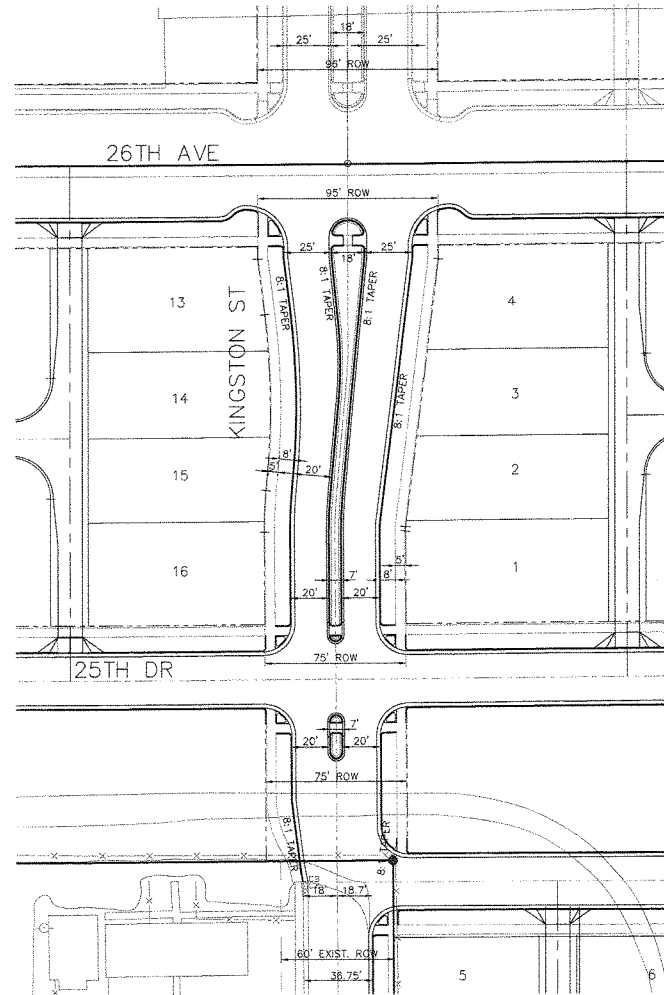
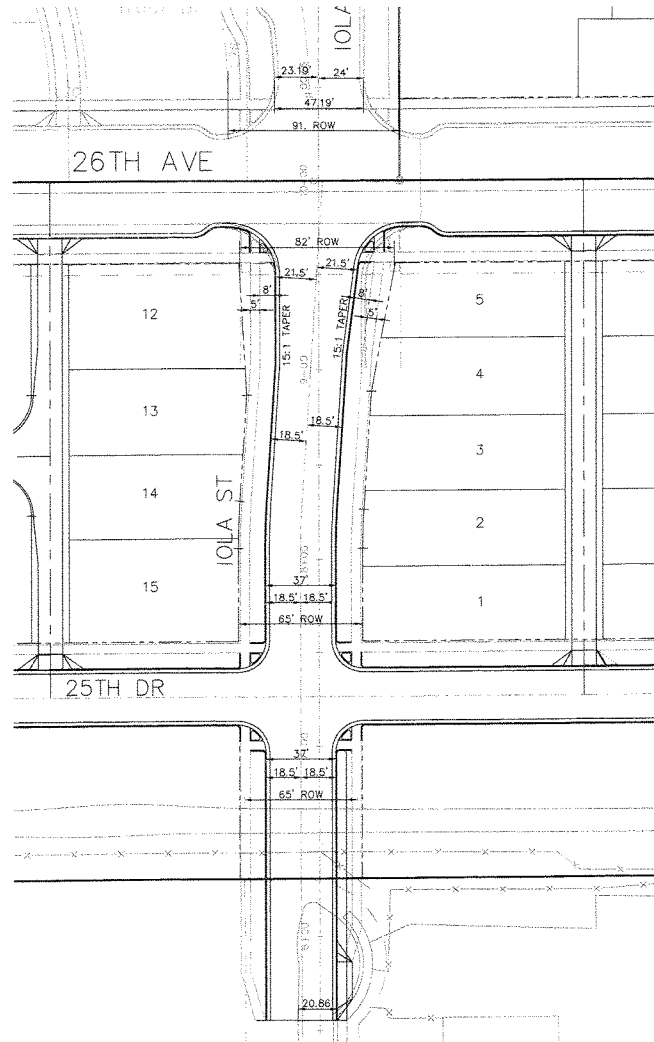
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CHECKED BY: **URS**
DATE ISSUED: APRIL 2008
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VERTICAL: 1"=10'

SHT 14

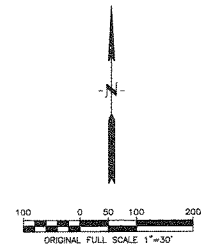
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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



NOTE:
FINAL DETAILS OF SIDEWALK AND ROADWAY TRANSITIONS TO
EXISTING CONDITIONS WILL BE PER CONSTRUCTION DOCUMENTS.
SIGNS, LIGHTS AND SIDEWALK RAMPS WILL BE DETAILED ON
CONSTRUCTION DOCUMENTS.



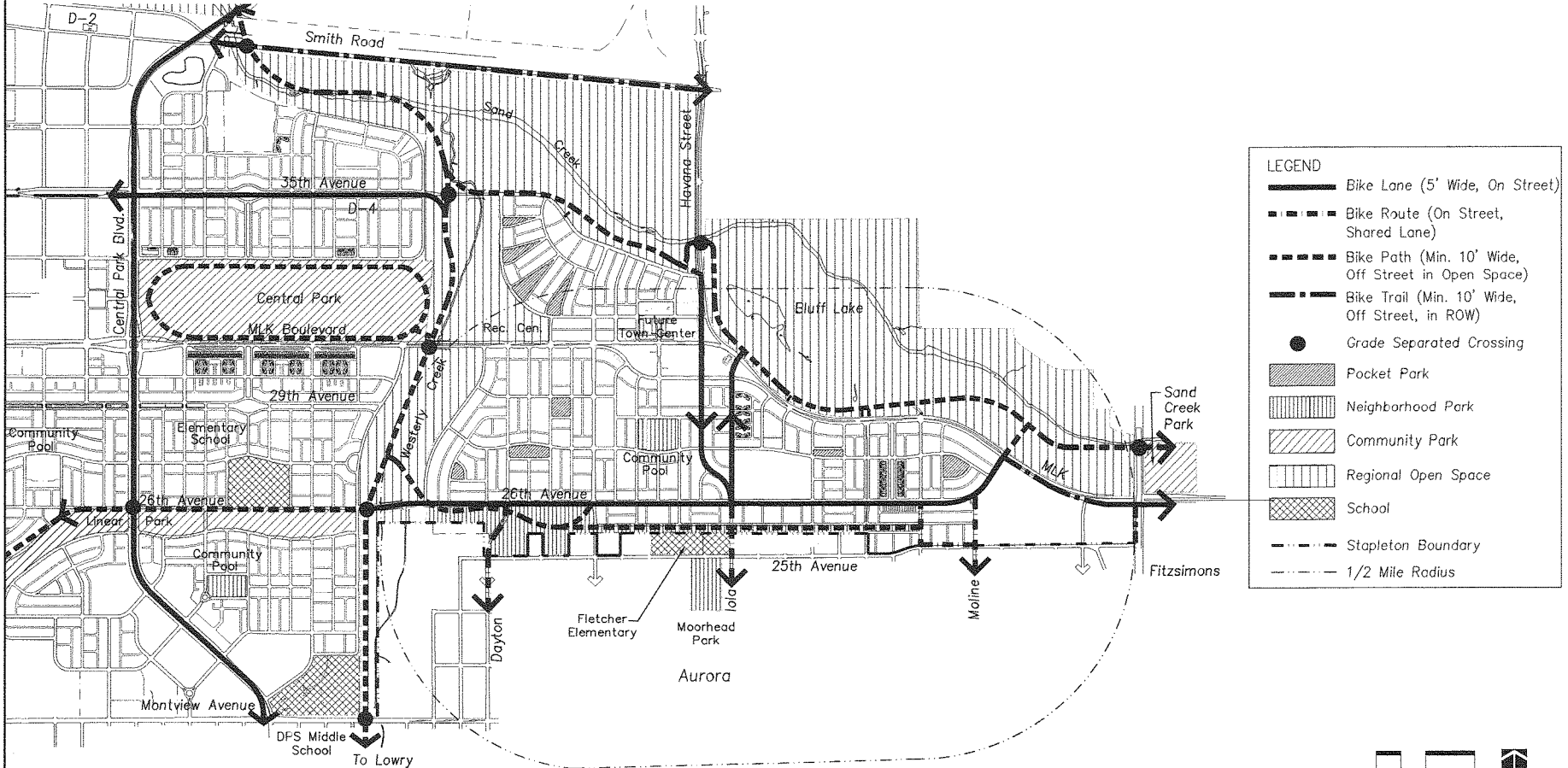
FORESTCITY STAPLETON	
750 East 28th Avenue, Suite 300 Denver CO 80228	
STAPLETON	
STAPLETON AURORA STREET TAPER DETAILS	
DESIGNED BY: PEW	SCALE: HORIZ: 1"=30'
DRAWN BY: S.A.	DATE ISSUED: DEC 2005
CHECKED BY:	SHT 15

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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



- NOTES:
1. THIS DOCUMENT IS BASED ON THE BEST AVAILABLE DATA AT THE TIME OF PRINTING AND IS FOR GENERAL INFORMATION ONLY. FINAL CONSTRUCTED IMPROVEMENTS MAY VARY.
 2. ALL AREAS SHOWN ON THIS PLAN ARE WITHIN THE 2 MILE RADIUS FROM THE PROJECT BOUNDARY.



FOREST CITY STAPLETON
7301 East 29th Avenue, Suite 301 Denver, CO 80231

STAPLETON
STAPLETON AURORA
PARK, BICYCLE, AND TRAIL
CONNECTIONS DIAGRAM

DESIGNED BY: ZOL
DRAWN BY: ZOL
CHECKED BY: ZOL

SCALE: 1" = 1/2 MILE
DATE: 08/01/2006

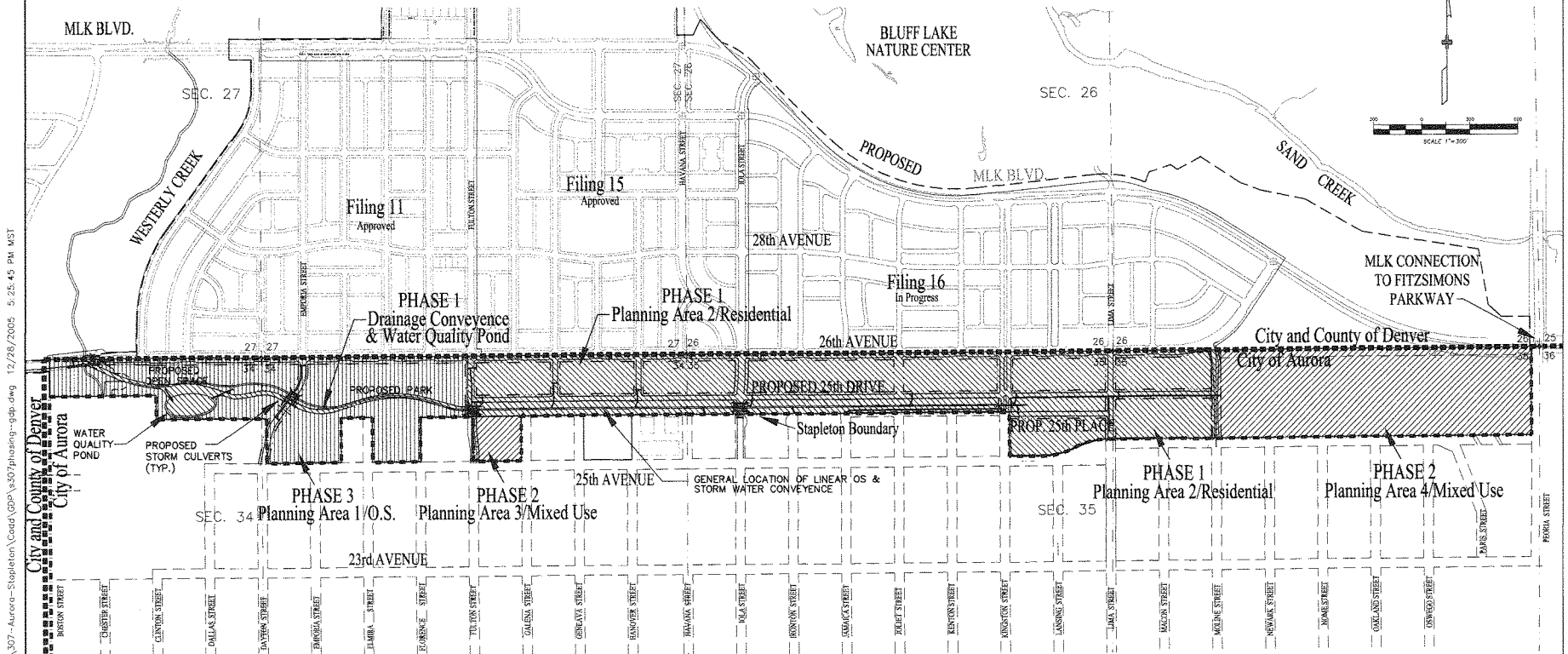
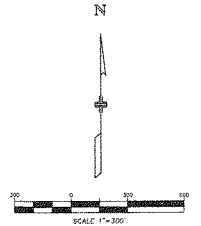
SHT 16

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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

NOTE:
ALL ROOF-TOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREE-STANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.



NOTE:
THE PARK CREEK METROPOLITAN DISTRICT, ATTN: JIM CHRISMAN, 7351 EAST 29TH AVENUE, SUITE 301 DENVER CO. 80238, SHALL BE RESPONSIBLE FOR THE FUNDING OF 25% OF THE SIGNAL INSTALLATION COSTS AT THE INTERSECTION OF THE FULTON ST. AND 25th AVE. AND KINGSTON ST. AND 25th AVE. IF AND WHEN SIGNAL WARRANTS ARE SATISFIED. TRAFFIC SIGNAL WARRANTS AS DESCRIBED IN THE 2003 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES'. FOR WARRANT PURPOSES, MINOR STREET APPROACH TRAFFIC SHALL BE COMPRISED OF ALL THE THRU AND LEFT-TURN LANE MOVEMENTS AND 50% OF THE RIGHT TURN MOVEMENTS. A SIGNAL PHASING AGREEMENT (INITIATED BY THE CITY) SHALL BE SIGNED BY THE OWNER/DEVELOPER PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

- LEGEND
- PHASE 1
 - PHASE 2
 - PHASE 3
 - CITY BOUNDARY
 - STAPLETON AURORA BOUNDARY

NOTE:
ALL PHASING IS PREDICATED ON MARKET CONDITIONS, SITE PLAN APPROVAL AND PROJECT PHASING.

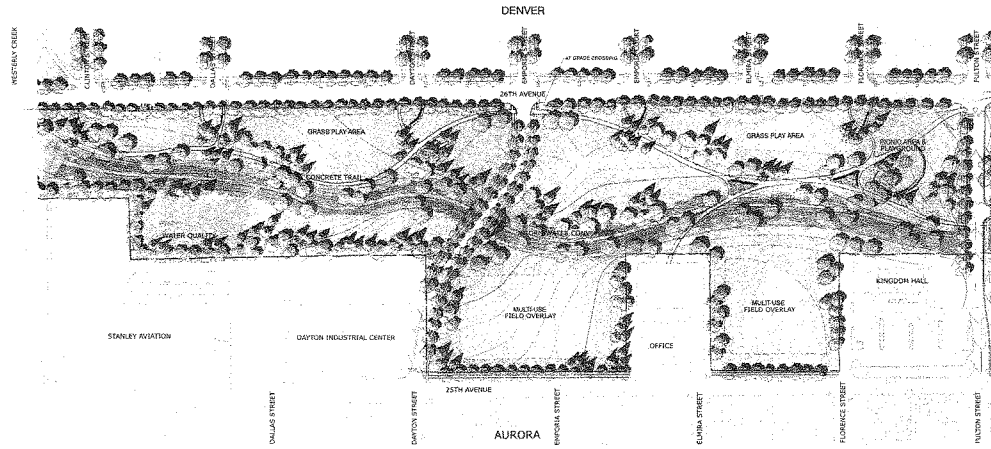


FORESTCITY STAPLETON	
7351 East 29th Avenue, Suite 301 Denver CO 80238	
STAPLETON	
STAPLETON AURORA PHASING PLAN	
DESIGNED BY: JANIS BY: ZSL	SCALE: HORIZ 1"=300' VERT 1"=300'
CHECKED BY:	DATE ISSUED: DEC. 2005
SHT 17	

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STAPLETON AURORA GENERAL DEVELOPMENT PLAN

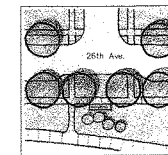
PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



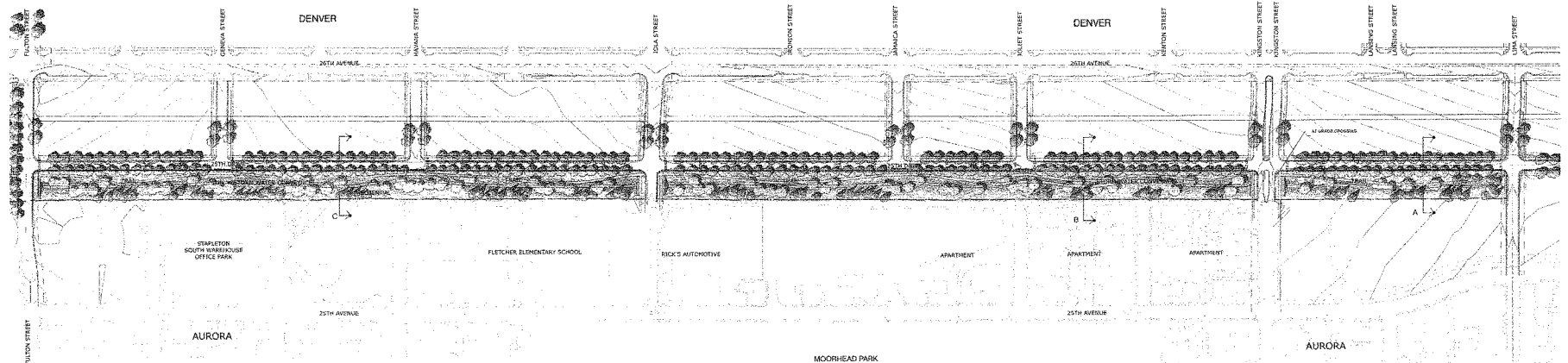
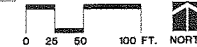
Parks Programming Elements

The following elements will be constructed within the proposed park shown in PA-1:

1. Trail: 10' wide multi-use and 6' wide jogging path.
2. Playground(s): One play area for ages 2-5 and another for ages 5-12.
3. Athletic Fields: Junior or little league baseball and soccer fields.
4. Picnic shelter large enough for four picnic tables.



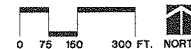
Typical Park Entry



NOTES:

1. THIS PLAN IS CONCEPTUAL IN NATURE AND REPRESENTS OUR APPROACH TO IMPROVING THE OPEN SPACE PORTION OF THE STAPLETON AURORA PROJECT. PROGRAM AND IMPROVEMENTS ARE SUBJECT TO CHANGE WITH SITE PLAN APPROVAL PROCESS.

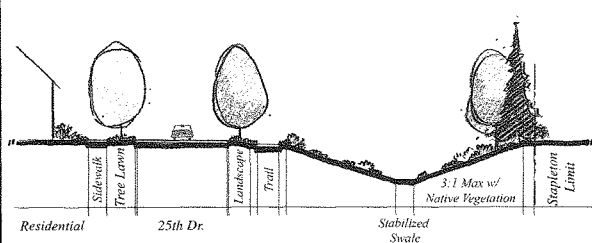
2. SEE SHEET 16 FOR TRAIL CONNECTIONS



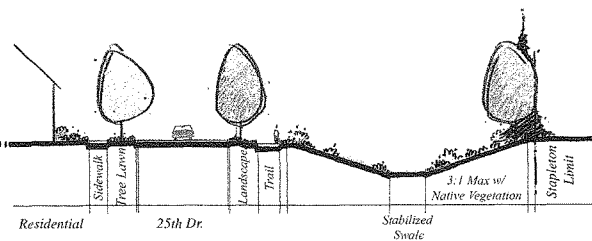
FOREST CITY STAPLETON 7301 East 29th Avenue, Suite 301 Denver CO 80239			
STAPLETON			
STAPLETON AURORA OVERALL IN TRACT PARKS CONCEPT PLAN			
DESIGNED BY: EDAW	SCALE: HORIZ: 1"=100' VERT: 1"=10'	DATE ISSUED: DECEMBER 2005	SHT 18

STAPLETON AURORA GENERAL DEVELOPMENT PLAN

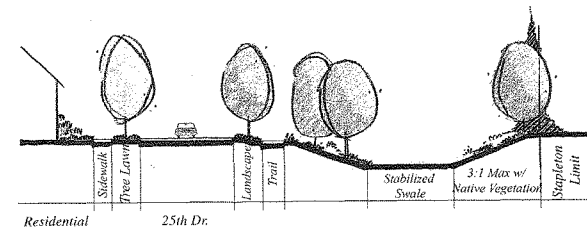
PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



SECTION A - LIMA / KINGSTON



SECTION B - KINGSTON / JAMAICA



SECTION C - IOLA / FULTON



CHARACTER SKETCH - DRAINAGE CHANNEL

NOTES:

THESE ILLUSTRATIONS ARE CONCEPTUAL IN NATURE AND REPRESENT ONE APPROACH TO IMPROVING THE OPEN SPACE PORTION OF THE STAPLETON AURORA PROJECT. IMPROVEMENTS ARE SUBJECT TO CHANGE WITH THE SITE DEVELOPMENT PLAN PROCESS.



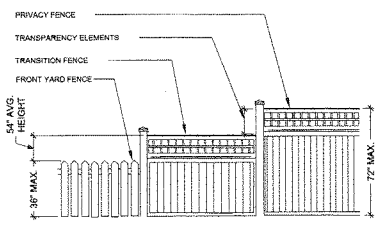
FOREST CITY STAPLETON 7300 East 29th Avenue, Suite 300 Denver CO 80231			
STAPLETON			
STAPLETON AURORA TYPICAL OPEN SPACE CHARACTER/SECTIONS			
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CHECKED BY:	VERT.		

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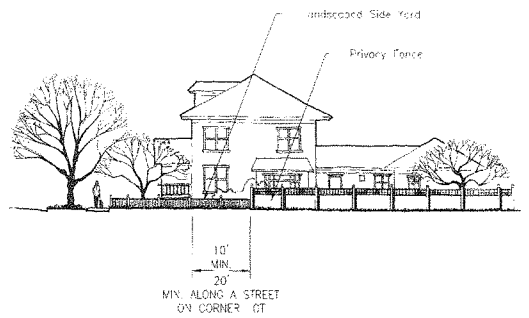
STAPLETON AURORA GENERAL DEVELOPMENT PLAN

PART OF THE NORTH HALF OF SECTION 34, AND PART OF THE NORTH HALF OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

LUMINAIRE KEY	LAMP	LUMINAIRE DESCRIPTION	VOLT	FINISH	MOUNTING	MANUFACTURERS	APPROVED ALTERNATE	COMMENTS
ROADWAY LCA	MH175/L2/A/M 175 WATT METAL HALIDE	25 FOOT STEPPED STEEL POLE WITH ONE SPUN ALUMINUM 1 PIECE 17" DIAMETER HOUSING, FLAT TEMPORED GLASS LENS, SEALED OPTICAL CHAMBER, AREA 4 DISTRIBUTION, PHOTOCELL, 3" - 0" NAST ARM FITTER AND 48" DECORATIVE 1 PIECE SLIP ON BASE.	BY ENGINEER	FEDERAL GREEN #14058	POLE HEIGHT 25'-0"	GARDCO CH171-FW-175MM-BY ENGINEER-FG-MF-RSP-25-BRACKET CUSTOM POLE BY MOUNTAIN STEEL CO.	STERNER 340820	

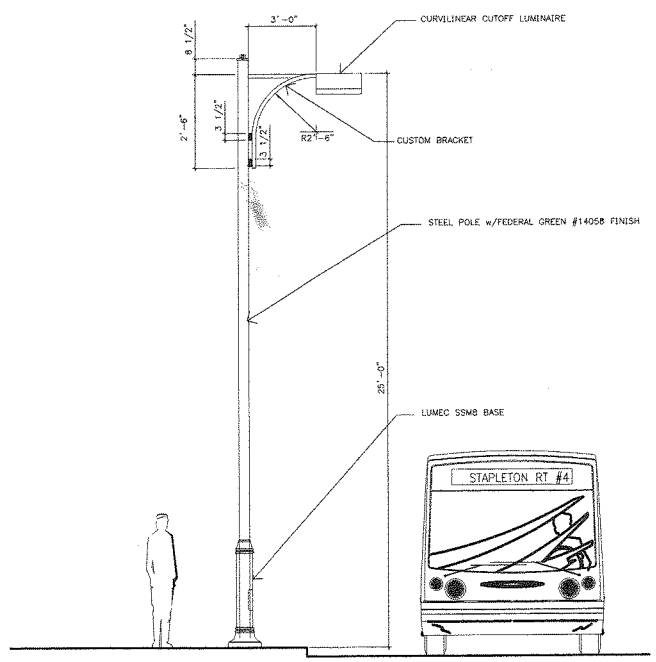


1 PROTOTYPICAL FRONT YARD / TRANSITION / PRIVACY FENCE
N.T.S. For illustrative purposes only
SDRC GUIDELINES (NOT REQUIREMENTS)



2 REQUIRED PRIVACY FENCE SETBACK
N.T.S. For illustrative purposes only
SDRC GUIDELINES (NOT REQUIREMENTS)

7 LUMINAIRE SCHEDULE



3 ROADWAY LUMINAIRE, 25' POLE
BASE N.T.S.



FOREST CITY STAPLETON 7350 East 29th Avenue, Suite 301 Denver CO 80238	
STAPLETON	
STAPLETON AURORA TYPICAL FENCING AND LIGHTING STANDARDS	
DESIGNED BY: URS	SCALE: HORIZ: NTS
DATE ISSUED: DEC. 2015	CHECKED BY: SHT 20

C:\DATA\35312\49437\307-Aurora-Stapleton\Code\GPV\307\gapp26.dwg 12/21/2015 5:17:09 PM MST



City & County Of Denver

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Page: 1 of 54

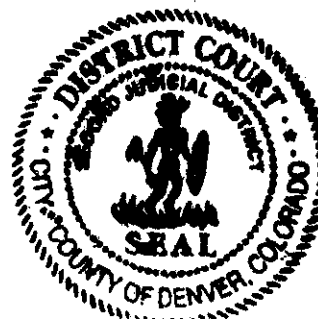
07/09/2013 09:30A

DISTRICT COURT, DENVER COUNTY, COLORADO		RECORDED AS RECEIVED
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202		
Plaintiff(s) WESTERLY CREEK METRO DIST		DATE FILED: May 2, 2013
v.		
Defendant(s) NONE		△ COURT USE ONLY △
		Case Number: 2000CV2276
		Division: 259 Courtroom:
Order: Proposed Order of Inclusion Part 1 of 4 w/attach		

The motion/proposed order attached hereto: APPROVED.

Issue Date: 5/2/2013

MICHAEL ANTHONY MARTINEZ
District Court Judge



DISTRICT COURT
City & County of Denver, Colo.
Certified to be full a, true and correct
copy of the original in my custody.

JUN 27 2013

CLERK OF THE DISTRICT COURT
By Deputy Clerk

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO Court Address: 1437 Bannock Street Denver, Colorado 80202 Phone Number: (720) 865-8301	
IN RE THE MATTER OF THE WESTERLY CREEK METROPOLITAN DISTRICT	
Attorney: Paul R. Cockrel Collins Cockrel & Cole, a Professional Corporation 390 Union Boulevard, Suite 400 Denver, Colorado 80228 Phone Number: (303) 986-1551 Fax Number: (303) 986-1755 E-mail: : pcockrel@cccfirm.com Atty. Reg. #: 1964	<div>▲ COURT USE ONLY ▲</div> <hr/> Case Number: 00CV2276 Div.: Ctrm.:
ORDER OF INCLUSION	

THIS MATTER coming before the Court upon the filing of an Order of the Board of Directors of the Westerly Creek Metropolitan District ("District") granting the inclusion of certain additional real property into the District; and it appears to the Court that the properties hereinafter described are capable of being served with facilities of the District, and that the fee owner of such properties, Stapleton Development Corporation, filed with the Board of Directors proper Petitions, copies of which have been filed with the Clerk of this Court, requesting that such properties be included within the District; and that the Board of Directors on February 28, 2013, at the hour of 9:00 a.m., at 7350 29th Avenue, Suite 300, Denver, Colorado, after duly publishing notice of the filing of such Petitions and of the date, place and time of such meeting, and of the name of the Petitioner in the Daily Journal, a newspaper of general circulation within the District, which proof of publication has been filed with the Clerk of this Court, duly granted such Petitions as to all the real property therein described, and on such date made and entered an Order to that effect, which Order has been filed with the Clerk of this Court, and the terms and conditions of which are incorporated herein by reference.

IT IS THEREFORE ORDERED that the real property described on Exhibit A attached hereto and incorporated herein by this reference shall be included within the Westerly Creek Metropolitan District.

DATED this ____ day of March, 2013.

BY THE COURT:

District Court Judge

Exhibit A

Vigil Land Consultants
SURVEYORS
480 Yuma Street • Denver, Colorado 80204
Off: (303) 436-9233 • Fax: (303) 436-8235

Date 09-27-12

Job No. 12025

LEGAL DESCRIPTION - PARCEL 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF BLOCKS 5, 6, 7 AND 8, NEW ENGLAND HEIGHTS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, WHENCE THE NORTHEAST CORNER THEREOF BEARS N89°35'05"E, A DISTANCE OF 2655.04 FEET; THENCE S72°23'53"E, A DISTANCE OF 304.24 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND AS RECORDED AS PARCEL D AT RECEPTION NO. 20041029001091970, BEING THE POINT OF BEGINNING; THENCE N89°36'19"E, ALONG SAID SOUTH LINE, A DISTANCE OF 992.59 FEET; THENCE S09°46'07"E, A DISTANCE OF 42.97 FEET; THENCE S05°57'17"E, A DISTANCE OF 10.09 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 05°57'17", A RADIUS OF 568.00 FEET, AN ARC LENGTH OF 59.03 FEET AND A CHORD BEARING S02°58'38"E, A DISTANCE OF 59.00 FEET TO A POINT OF TANGENT; THENCE S00°00'00"W, ALONG SAID TANGENT, A DISTANCE OF 163.32 FEET TO A POINT ON THE SOUTH LINE OF VACATED FULTON STREET AS RECORDED IN BOOK 1127 AT PAGE 30; THENCE S89°31'45"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2.95 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 5; THENCE S00°21'21"E, ALONG SAID EAST LINE, A DISTANCE OF 0.22 FEET TO THE NORTHEAST CORNER OF LOT 35 OF SAID BLOCK 5; THENCE S89°31'54"W, ALONG THE NORTH LINE OF SAID LOT 35 AND THE NORTH LINE OF LOT 14 OF SAID BLOCK 5, A DISTANCE OF 269.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE N00°21'21"W, ALONG THE WEST LINE OF SAID BLOCK 5, A DISTANCE OF 0.21 FEET TO A POINT ON THE SOUTH LINE OF VACATED FLORENCE STREET AS RECORDED IN BOOK 1127 AT PAGE 30; THENCE S89°31'45"W, ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 389.78 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 7; THENCE S00°21'21"E, ALONG SAID EAST LINE, A DISTANCE OF 0.23 FEET TO THE NORTHEAST CORNER OF LOT 35 OF SAID BLOCK 7; THENCE S89°32'02"W, ALONG THE NORTH LINE OF SAID LOT 35 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 496.23 FEET; THENCE N37°54'13"E, A DISTANCE OF 172.47 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 37°54'13", A RADIUS OF 230.00 FEET, AN ARC LENGTH OF 152.15 FEET AND A CHORD BEARING N18°57'06"E, A DISTANCE OF 149.40 FEET TO A POINT OF TANGENT; THENCE N00°00'00"E, ALONG SAID TANGENT, A DISTANCE OF 0.11 FEET TO THE POINT OF BEGINNING.

OK
9/27/12

Exhibit A

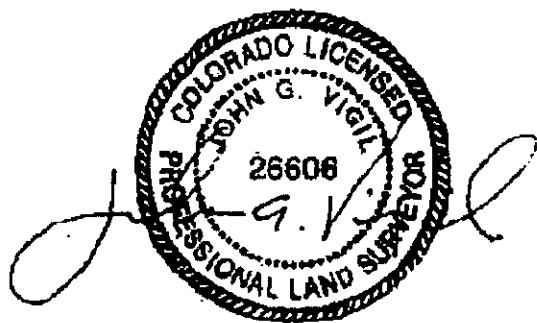


480 Yuma Street • Denver, Colorado 80204
Off: (303) 438-9233 • Fax: (303) 438-9235

Date 09-27-12

Job No. 12025

CONTAINING 292,063 SQUARE FEET OR 6.705 ACRES MORE OR LESS.



JOHN G. VIGIL, PLS NO. 26606

OK T.
9/27/12

Exhibit A

Vigil Land Consultants
SURVEYORS
480 Yuma Street • Denver, Colorado 80204
Off: (303) 436-9233 • Fax: (303) 436-9235

Date 09-27-12

Job No. 12025

LEGAL DESCRIPTION - PARCEL 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF BLOCKS 4 AND 5, NEW ENGLAND HEIGHTS AND A PORTION OF VACATED FULTON STREET AS RECORDED IN BOOK 1127 AT PAGE 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, WHENCE THE NORTHEAST CORNER THEREOF BEARS N89°35'05"E, A DISTANCE OF 2655.04 FEET; THENCE S86°12'04"E, A DISTANCE OF 1285.39 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND AS RECORDED AS PARCEL D AT RECEPTION NO. 20041029001091970, BEING THE POINT OF BEGINNING; THENCE N89°36'19"E, ALONG SAID SOUTH LINE, A DISTANCE OF 67.17 FEET; THENCE S05°57'17"E, A DISTANCE OF 46.45 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 05°57'17", A RADIUS OF 632.00 FEET, AN ARC LENGTH OF 65.68 FEET AND A CHORD BEARING S02°58'38"E, A DISTANCE OF 65.65 FEET TO A POINT OF TANGENT; THENCE S00°00'00"E, ALONG SAID TANGENT, A DISTANCE OF 139.40 FEET; THENCE S18°29'00"W, A DISTANCE OF 25.23 FEET; THENCE S00°00'00"W, A DISTANCE OF 246.24 FEET; THENCE S09°36'02"E, A DISTANCE OF 28.66 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 4; THENCE S89°31'45"W, ALONG SAID SOUTH LINE AND THE SOUTHERLY LINE OF VACATED FULTON STREET AS RECORDED IN BOOK 1828 AT PAGE 888, A DISTANCE OF 32.03 FEET TO A POINT ON THE CENTERLINE OF SAID FULTON STREET; THENCE N00°21'21"W, ALONG SAID CENTERLINE AND THE WEST LINE OF SAID BOOK 1828 AT PAGE 888, A DISTANCE OF 275.00 FEET TO A POINT ON THE SOUTH LINE OF SAID VACATED FULTON STREET AS RECORDED IN BOOK 1127 AT PAGE 30; THENCE S89°31'45"W, ALONG SAID SOUTH LINE, A DISTANCE OF 27.05 FEET; THENCE N00°00'00"E, A DISTANCE OF 163.32 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 05°57'17", A RADIUS OF 568.00 FEET, AN ARC LENGTH OF 59.03 FEET AND A CHORD BEARING N02°58'38"W, A DISTANCE OF 59.00 FEET TO A POINT OF TANGENT; THENCE N05°57'17"W, ALONG SAID TANGENT, A DISTANCE OF 10.09 FEET; THENCE N09°46'07"W, A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING.

OK
9/27/12

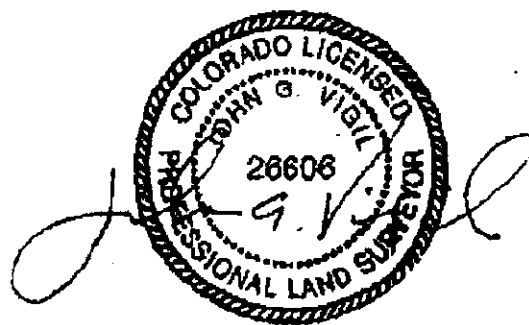
Exhibit A

Vigil Land Consultants
SURVEYORS
480 Yuma Street ■ Denver, Colorado 80204
Off: (303) 436-9233 ■ Fax: (303) 436-9235

Date 09-27-12

Job No. 12025

CONTAINING 25,363 SQUARE FEET OR 0.582 ACRES MORE OR LESS.



JOHN G. VIGIL, PLS NO. 26606

OK T.
9/27/12

Job No. 12025

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	832.00'	85.88'	65.85'	S02°58'38"E	5°57'17"
C2	388.00'	58.03'	59.00'	N02°58'38"W	5°57'17"

Page 6 of 12

Exhibit A



480 Yuma Street • Denver, Colorado 80204
Off: (303) 436-9238 • Fax: (303) 436-9235

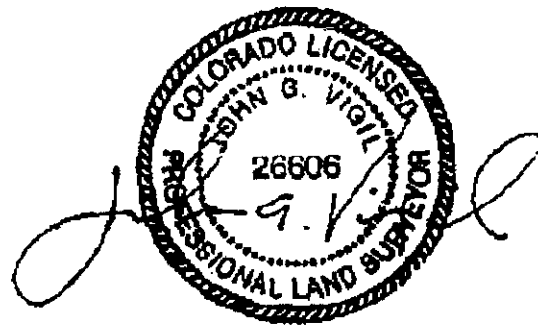
Date 09-27-12

Job No. 12025

LEGAL DESCRIPTION - PARCEL 3

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF BLOCKS 101 AND 102, BOSTON HEIGHTS FILING NO. 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35, WHENCE THE NORTH QUARTER CORNER THEREOF BEARS N89°42'43"E, A DISTANCE OF 2661.20 FEET; THENCE S78°26'32"E, A DISTANCE OF 306.90 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND AS RECORDED AS PARCEL A AT RECEPTION NO. 20050208000133430, BEING THE POINT OF BEGINNING; THENCE N89°42'43"E, ALONG SAID SOUTH LINE, A DISTANCE OF 78.44 FEET; THENCE S10°53'00"W, A DISTANCE OF 48.94 FEET; THENCE S03°43'40"W, A DISTANCE OF 62.93 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 03°43'40", A RADIUS OF 317.00 FEET, AN ARC LENGTH OF 20.62 FEET AND A CHORD BEARING S01°51'50"W, A DISTANCE OF 20.62 FEET TO A POINT OF TANGENT; THENCE S00°00'00"E, ALONG SAID TANGENT, A DISTANCE OF 174.01 FEET TO A POINT ON THE NORTH LINE OF GARDINEER SUBDIVISION; THENCE S89°42'43"W, ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 66.00 FEET TO A POINT ON THE NORTH LINE OF FLETCHER ELEMENTARY SUBDIVISION FILING NO. 2; THENCE N00°00'00"E, A DISTANCE OF 174.34 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 03°43'40", A RADIUS OF 383.00 FEET, AN ARC LENGTH OF 24.92 FEET AND A CHORD BEARING N01°51'50"E, A DISTANCE OF 24.91 FEET TO A POINT OF TANGENT; THENCE N03°43'40"E, ALONG SAID TANGENT, A DISTANCE OF 56.61 FEET; THENCE N03°21'55"W, A DISTANCE OF 49.83 FEET TO THE POINT OF BEGINNING. CONTAINING 20,475 SQUARE FEET OR 0.470 ACRES MORE OR LESS.



JOHN G. VIGIL, PLS NO. 26606

OK
9/27/12

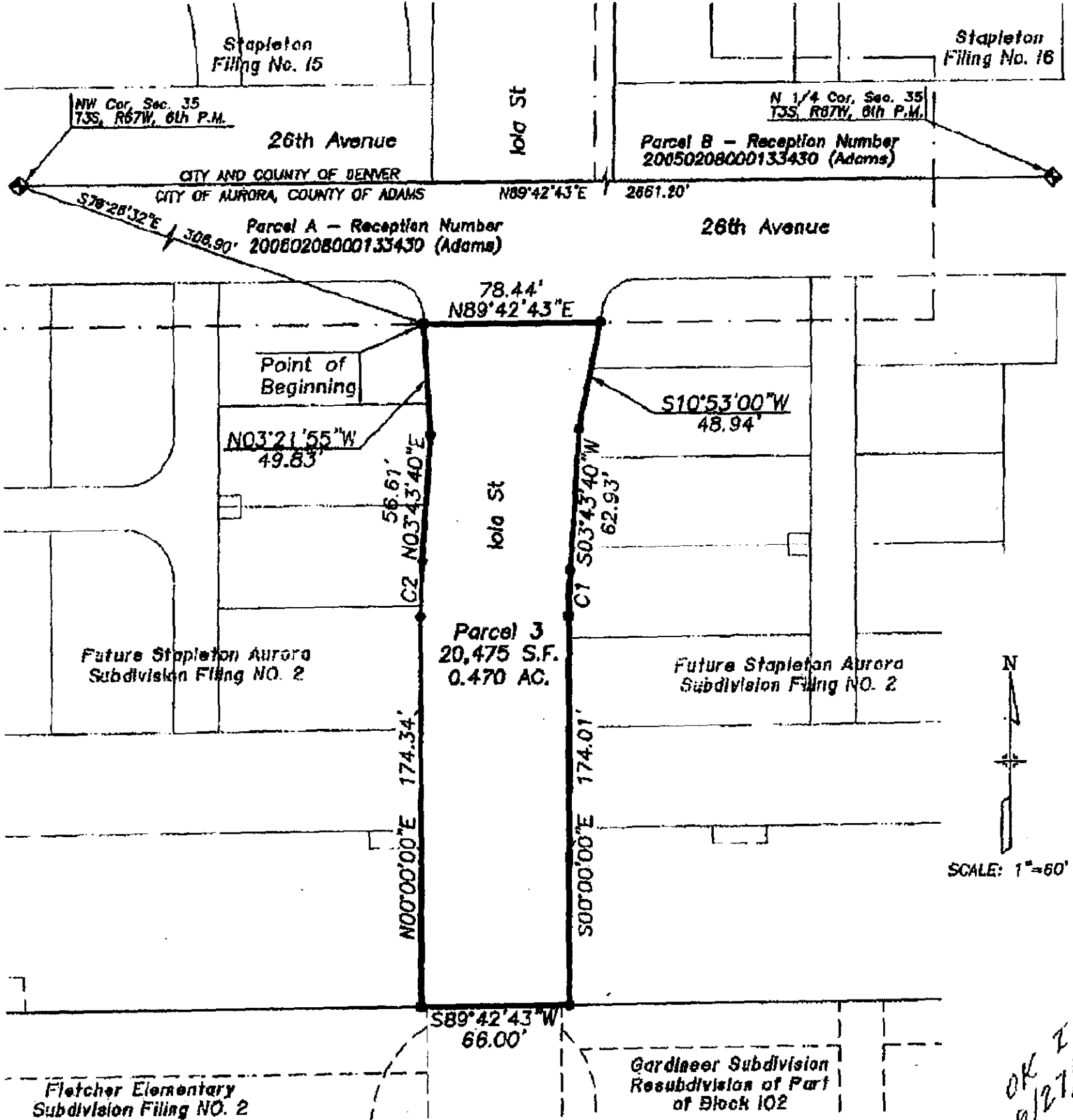
Exhibit A



480 Yuma Street ■ Denver, Colorado 80204
Off: (303) 436-9233 ■ Fax: (303) 436-9235

Date 09-27-12 Job No. 12025

ATTACHMENT TO LEGAL DESCRIPTION - NOT A SURVEY



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	317.00'	29.82'	20.82'	S01°51'50"W	3°43'40"
C2	383.00'	24.92'	24.91'	N01°51'50"E	3°43'40"

OK
9/27/12

Exhibit A



480 Yuma Street • Denver, Colorado 80204
Off: (303) 438-9233 • Fax: (303) 438-9235

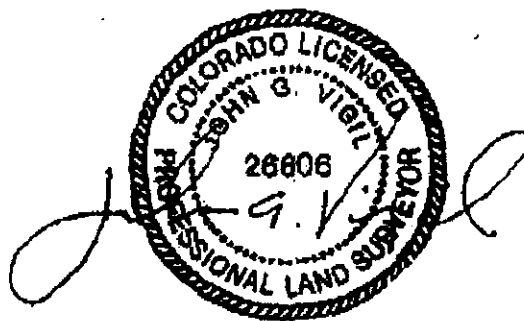
Date 09-27-12

Job No. 12025

LEGAL DESCRIPTION - PARCEL 4

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF BLOCKS 106 AND 107, BOSTON HEIGHTS FILING NO. 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE NORTHWEST CORNER THEREOF BEARS S89°42'43"W, A DISTANCE OF 2661.20 FEET; THENCE S84°17'44"W, A DISTANCE OF 667.41 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND AS RECORDED AS PARCEL 3A AT RECEPTION NO. 2012000017431, BEING THE POINT OF BEGINNING; THENCE S05°00'00"E, A DISTANCE OF 167.80 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 04°15'21", A RADIUS OF 1042.31 FEET, AN ARC LENGTH OF 77.42 FEET AND A CHORD BEARING S02°25'24"E, A DISTANCE OF 77.40 FEET TO A POINT OF NON-TANGENT; THENCE S00°17'42"E, ALONG SAID NON-TANGENT, A DISTANCE OF 60.82 FEET; THENCE S89°42'43"W, A DISTANCE OF 59.80 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 24°54'27", A RADIUS OF 55.76 FEET, AN ARC LENGTH OF 24.24 FEET AND A CHORD BEARING N12°46'36"W, A DISTANCE OF 24.05 FEET TO A POINT OF NON-TANGENT; THENCE N00°17'42"W, ALONG SAID NON-TANGENT, A DISTANCE OF 37.33 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 04°43'56", A RADIUS OF 967.53 FEET, AN ARC LENGTH OF 79.91 FEET AND A CHORD BEARING N02°39'39"W, A DISTANCE OF 79.89 FEET TO A POINT OF NON-TANGENT; THENCE N05°00'00"W, ALONG SAID NON-TANGENT, A DISTANCE OF 165.33 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND AS RECORDED AS PARCEL 3A AT RECEPTION NO. 2012000017431; THENCE N89°42'43"E, ALONG SAID SOUTH LINE, A DISTANCE OF 65.22 FEET TO THE POINT OF BEGINNING. CONTAINING 19,854 SQUARE FEET OR 0.456 ACRES MORE OR LESS.



JOHN G. VIGIL, PLS NO. 26606

Page 9 of 12

OK Z.
9/27/12

Exhibit A

Vigl Land Consultants
SURVEYORS
480 Yuma Street ■ Denver, Colorado 80204
Off: (303) 436-9233 ■ Fax: (303) 436-9235

Date 09-27-12 Job No. 12025

ATTACHMENT TO LEGAL DESCRIPTION -- NOT A SURVEY

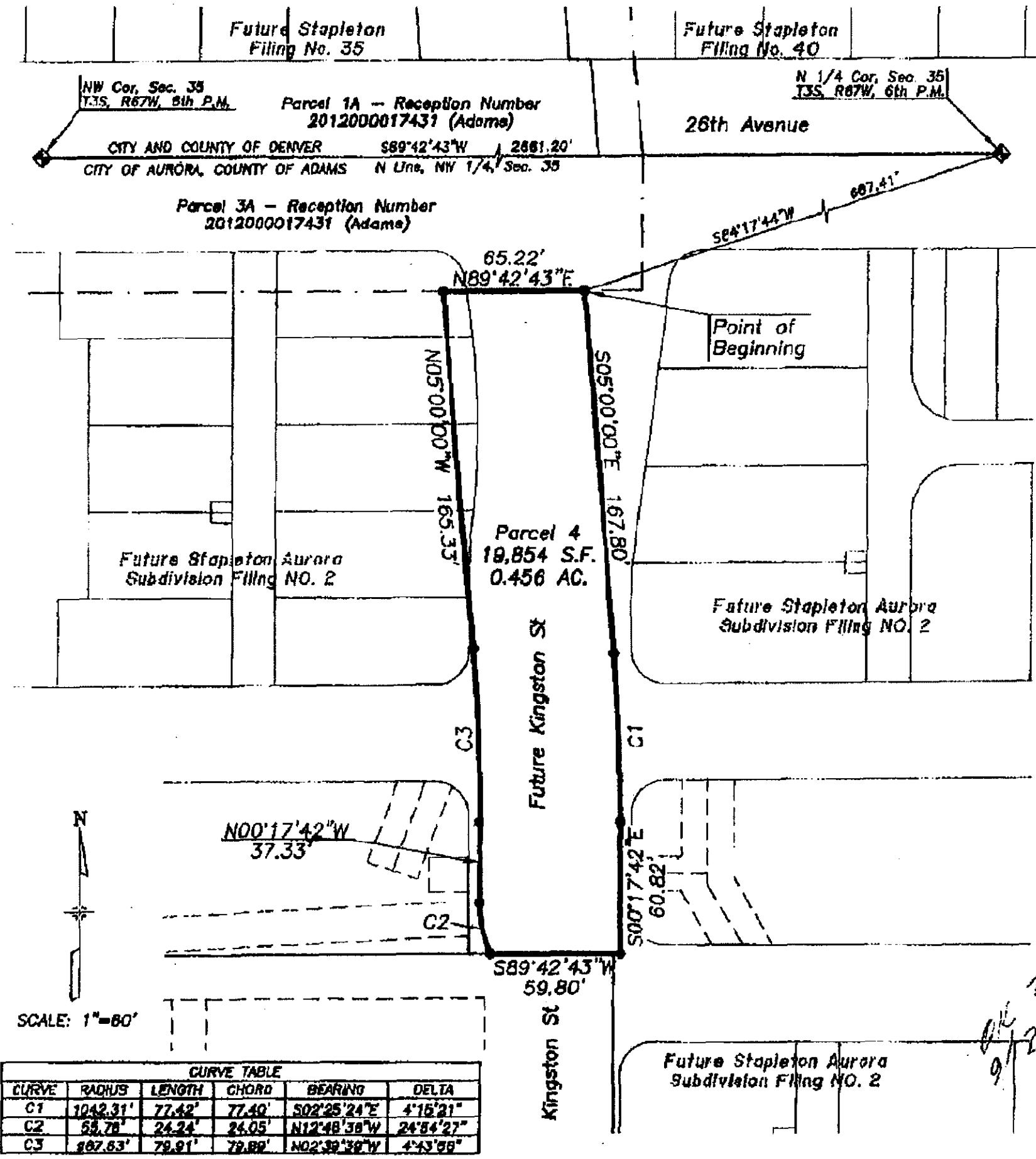


Exhibit A

Vigil Land Consultants
SURVEYORS
480 Yuma Street • Denver, Colorado 80204
Off: (303) 436-9233 • Fax: (303) 438-9235

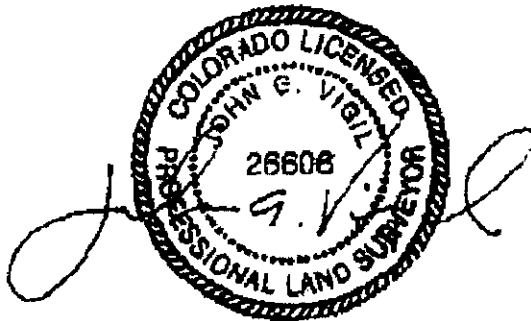
Date 09-27-12

Job No. 12025

LEGAL DESCRIPTION - PARCEL 6

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING THE WEST HALF OF VACATED FLORENCE STREET AS RECORDED IN ORDINANCE NO. 72-174, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, WHENCE THE NORTHEAST CORNER THEREOF BEARS N89°35'05"E, A DISTANCE OF 2655.04 FEET; THENCE S69°20'31"E, A DISTANCE OF 1027.58 FEET TO THE NORTHEAST CORNER OF LOT 35, BLOCK 6, NEW ENGLAND HEIGHTS, BEING THE POINT OF BEGINNING; THENCE N89°31'45"E, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 35, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, 94th AERO SQUADRON RESTAURANT SUBDIVISION FILING NO. 1; THENCE S00°21'04"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 275.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST 25th AVENUE; THENCE S89°31'45"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 25, BLOCK 6 OF SAID NEW ENGLAND HEIGHTS; THENCE N00°21'04"W, ALONG THE EAST LINE OF SAID BLOCK 6, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8,250 SQUARE FEET OR 0.189 ACRES MORE OR LESS.



JOHN G. VIGIL, PLS NO. 26606

OK T.
9/27/12

Exhibit A

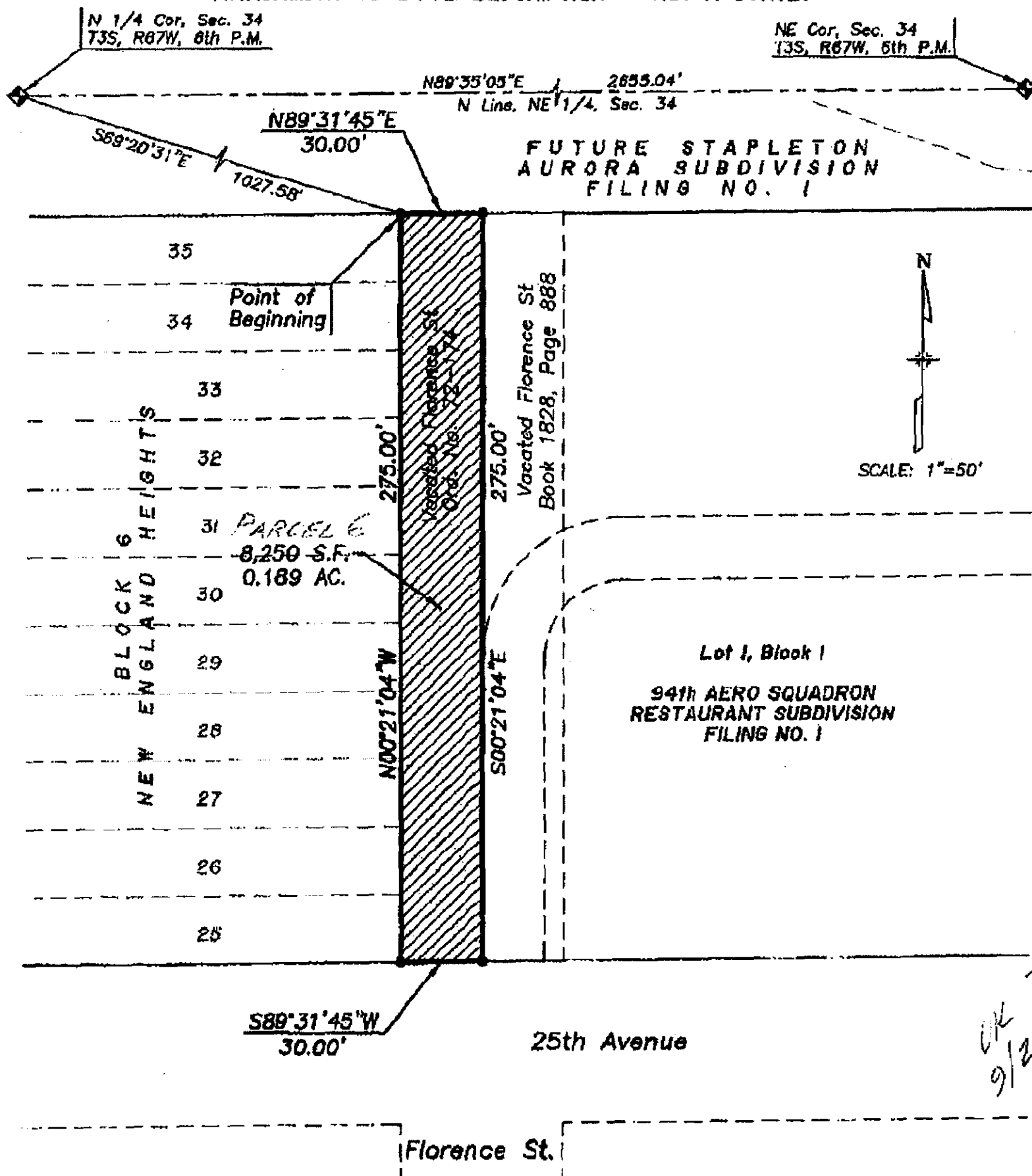
Vigil Land Consultants

480 Yuma Street ■ Denver, Colorado 80204
Off: (303) 436-9233 ■ Fax: (303) 436-9235

Date 09-27-12

Job No. 12025

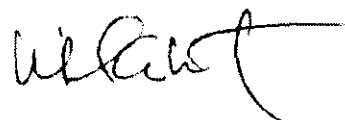
ATTACHMENT TO LEGAL DESCRIPTION - NOT A SURVEY



DISTRICT COURT, DENVER COUNTY, COLORADO		DATE FILED: May 2, 2013
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202		
Plaintiff(s) WESTERLY CREEK METRO DIST v. Defendant(s) NONE		⚠ COURT USE ONLY ⚠ Case Number: 2000CV2276 Division: 259 Courtroom:
Order: proposed Order for Inclusion Part 2 of 4 F4A3EC7A		

The motion/proposed order attached hereto: APPROVED.

Issue Date: 5/2/2013



MICHAEL ANTHONY MARTINEZ
District Court Judge

EXHIBIT A
Page 1 of 36



Exhibit A

Legal Description Parcel 2A

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 62 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 23501" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 11461" bears N 00°15'59" W, a distance of 2650.78 feet; Thence N 48°49'51" E, a distance of 1864.54 feet to a point on Parcel 2 as recorded under Reception No. 2012151984 in the City and County of Denver Clerk and Records Office and the POINT OF BEGINNING.

Thence along said Parcel 2 on a non-tangent curve to the left with a radius of 117.50 feet, a central angle of 08°14'40", an arc length of 16.91 feet, whose chord bears N 83°02'38" E, a distance of 18.89 feet to a point on Parcel 4 as recorded under Reception No. 2012083125 of said Clerk's Office;

Thence along said Parcel 4 on a non-tangent curve to the left with a radius of 59.00 feet, a central angle of 01°14'25", an arc length of 1.28 feet, whose chord bears S 50°49'59" E, a distance of 1.28 feet;

Thence departing said Parcel 4, S 57°10'37" W, a distance of 17.24 feet to the POINT OF BEGINNING.

The above description contains 7.04 Square Feet or 0.00 Acres more or less.



William G. Burback, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 12029

OK
10/17/12

Page 2 of 3

7.04 Sq. Ft. or
0.00 Acres +/-

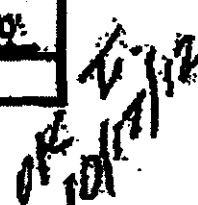


EXHIBIT A

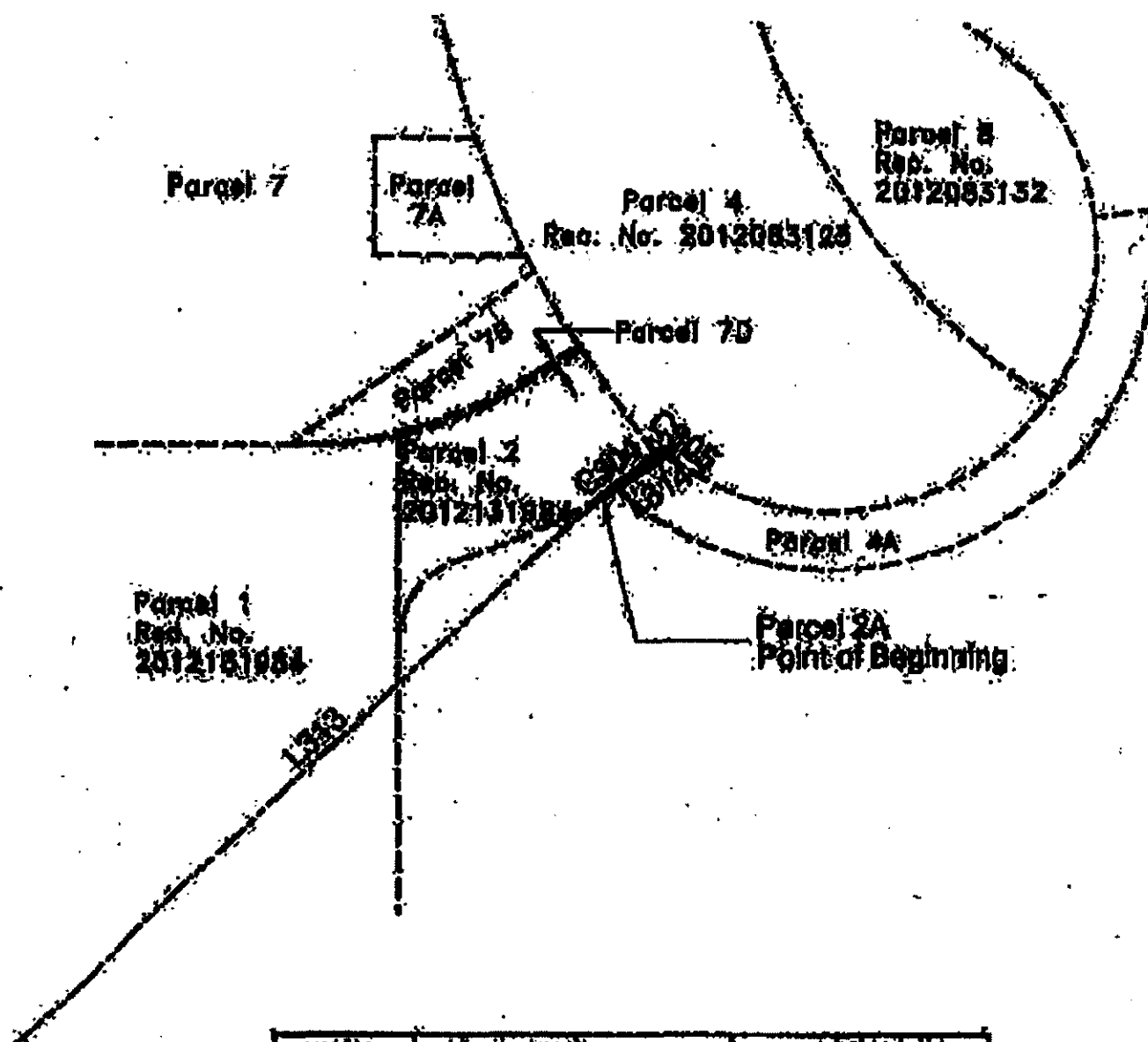
Page 3 of 36

EXHIBIT A

Page 3 of 3

Parcel 2A

7.04 Sq. Ft or
 0.00 Acres +/-


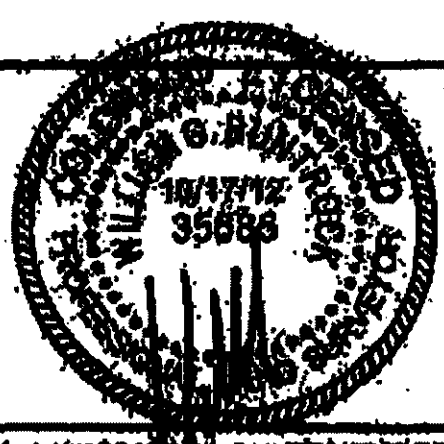


LINE	BEARING	DISTANCE
L310	N 40° 42' 51" E	10.01
L31A	S 87° 10' 57" W	17.24

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
G804	117.00'	8° 14' 40"	16.91'	N 89° 03' 38" E	16.89'
C30B	50.00'	7° 14' 26"	1.28'	S 89° 46' 09" E	1.28'

NOTICE: According to Colorado law and local ordinances, any map or survey must be filed with the county clerk and the county engineer. This map is not a legal document and should not be used for legal purposes. It is intended only to show the location of the parcel shown hereon.

NOTE: THIS SURVEY LOSSER NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO SHOW THE LOCATION OF THE PARCEL SHOWN HEREON.

		DATE	10/17/12
		DRAWN	RLW/BB
		CHECKED	BB
		APPROVED	BB
		PROJECT NO.	TN-12023
		HORE SCALE	1"=50'

2025 Valiant Road, Way, Lincoln, Colorado 80120 | WWW.TRUENORTHNAVY.COM | 303.484.8888

OK
 10/17/12

EXHIBIT A
Page 4 of 36



Exhibit A
Legal Description Parcel 4A

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

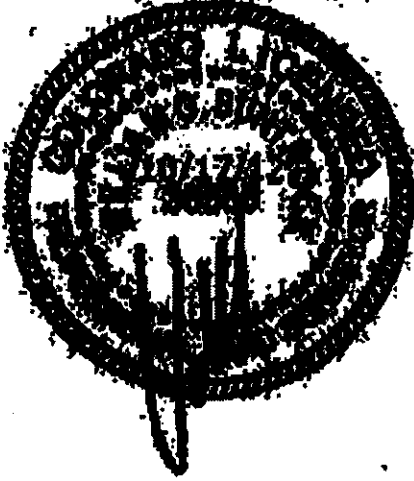
Commencing at the West Quarter Corner of Section 22, being monumented with a 3 1/2" aluminum cap stamped "PLS 29501" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 11434" bears N 00°15'53" W, a distance of 2650.75 feet; Thence N 46°51'23" E, a distance of 1468.24 feet to the POINT OF BEGINNING.

Thence N 57°10'57" E, a distance of 13.59 feet to a point on Parcel A as recorded under Reception No. 2012083125 of the City and County of Denver Clerk and Recorder's Office;

Thence along said Parcel A and a portion of Parcel B as recorded under Reception No. 2012083132 of said Clerk Office on a curve to the left with a radius of 59.00 feet, a central angle of 135°45'50", an arc length of 139.82 feet, whose chord bears N 50°29'24" E, a distance of 100.32 feet;

Thence departing said Parcel B, N 82°43'29" E, a distance of 12.98 feet; Thence along a non-tangent curve to the right with a radius of 71.98 feet, a central angle of 139°18'20", an arc length of 175.01 feet, whose chord bears S 62°22'39" W, a distance of 134.58 feet to the POINT OF BEGINNING.

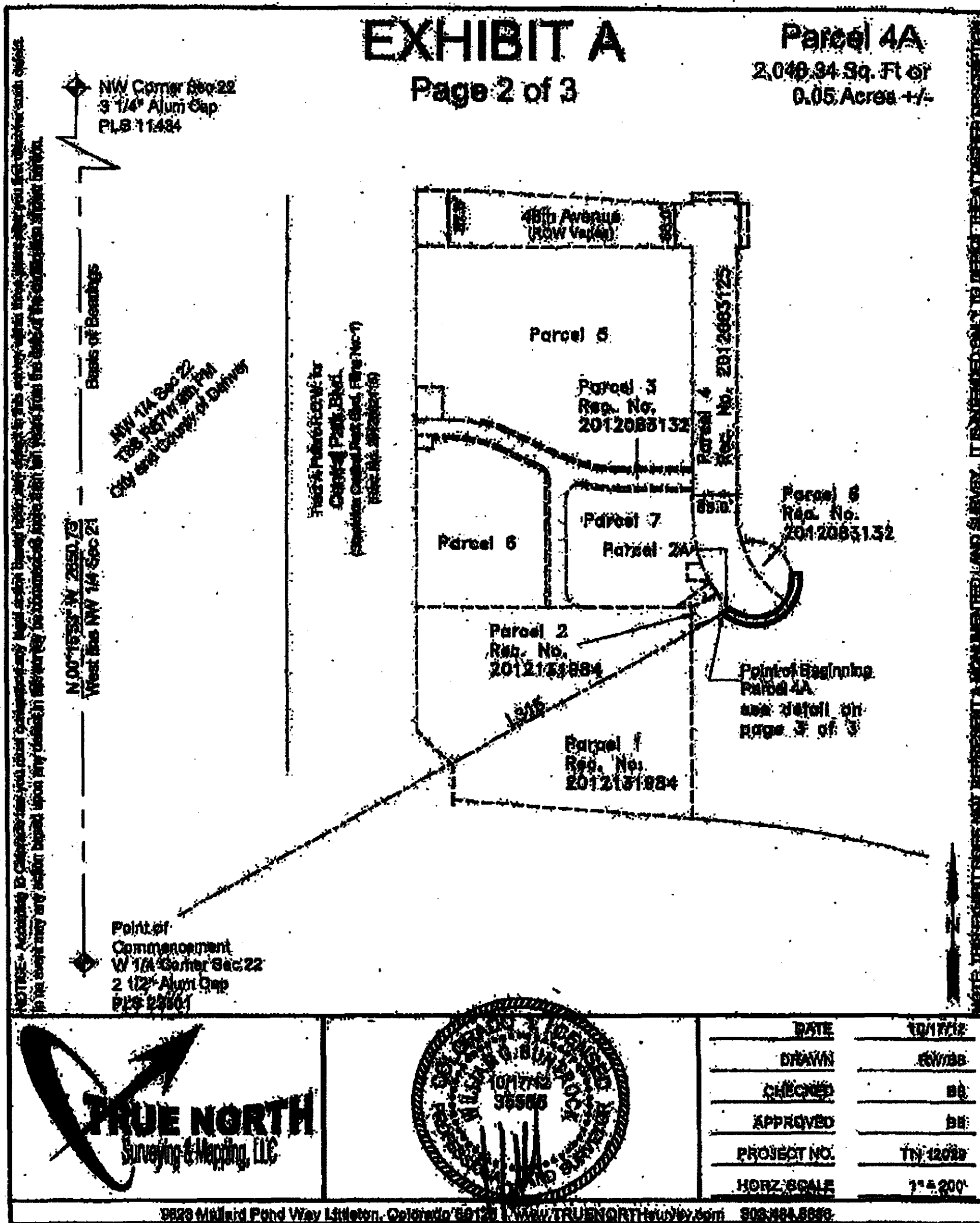
The above description contains 2048.34 Square Feet or 0.05 Acres more or less.



William G. Bluntrock, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 12029

OK
10/17/12

EXHIBIT A
 Page 5 of 36



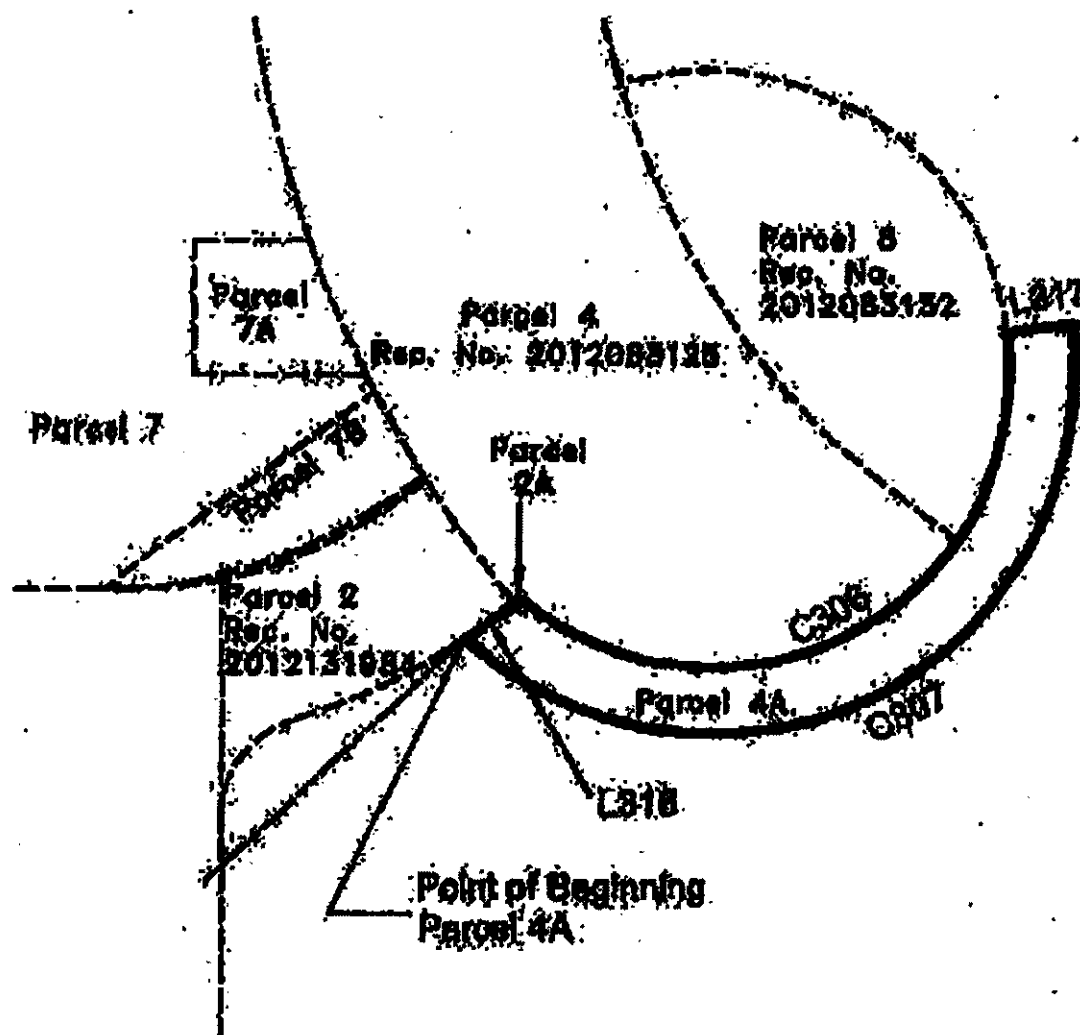
OK 10/17/12

EXHIBIT A
 Page 6 of 36

EXHIBIT A

Page 3 of 3

Parcel 4A
 2,048.84 Sq. Ft. or
 0.06 Acres +/-



LINE	BEARING	DISTANCE
L316	N 40° 51' 25\" E	1488.24'
L318	N 57° 10' 07\" E	19.80'
L317	N 82° 43' 20\" E	12.88'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C306	58.00'	135° 46' 50\"	199.82'	N 60° 39' 24\" E	109.92'
C307	71.98'	139° 18' 20\"	176.01'	S 82° 22' 30\" W	134.08'

NOTICE: According to Colorado law, this document is a public record and is subject to public inspection. Any person who wishes to inspect this document may do so at the office of the recorder of deeds, Adams County, Colorado, during regular business hours. In no event may any action be taken upon any defect in this survey to commence more than ten years from the date of the completion of the survey.

NOTE: THIS DOCUMENT DOES NOT REPRESENT A MONUMENTED AND SURVEY. IT IS INTENDED ONLY TO BE USED AS A RECORD OF THE SURVEY.



DATE	10/17/12
DRAWN	RWB
CHECKED	SB
APPROVED	SB
PROJECT NO.	TN 12020
HORIZ. SCALE	1\"/>

8833 MAIN ROADWAY, LINCOLN, COLORADO 80125 | WWW.TRUENORTHsurvey.com | 303.436.8500

OK
 10/17/12

EXHIBIT A
Page 7 of 36



Exhibit A

Legal Description Parcel 4B

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 87 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 23501" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 11434" bears N 00°15'53" W, a distance of 2650.73 feet; Thence N 35°01'25" E, a distance of 1906.85 feet to a point on a Parcel A as recorded under Reception No. 2012083125 in the City and County of Denver Clerk and Recorders Office and the POINT OF BEGINNING.

Thence along portions of the easterly and northerly line of said Parcel A the following eight courses:

- 1) N 00°00'00" W, a distance of 11.55 feet;
- 2) N 90°00'00" E, a distance of 5.00 feet;
- 3) N 00°00'00" W, a distance of 68.00 feet;
- 4) N 90°00'00" W, a distance of 5.00 feet;
- 5) N 00°00'00" E, a distance of 5.00 feet;
- 6) N 90°00'00" W, a distance of 68.00 feet;
- 7) S 00°00'00" W, a distance of 5.00 feet;
- 8) N 90°00'00" W, a distance of 11.55 feet;

Thence departing said northerly line N 78°41'24" E, a distance of 9.82 feet; Thence N 11°18'36" E, a distance of 9.82 feet; Thence N 00°00'00" W, a distance of 5.00 feet; Thence N 90°00'00" E, a distance of 68.00 feet; Thence S 00°00'00" E, a distance of 5.00 feet; Thence S 11°18'36" E, a distance of 9.82 feet; Thence E 78°41'24" E, a distance of 9.82 feet; Thence S 00°00'00" E, a distance of 5.00 feet; Thence S 00°00'00" E, a distance of 68.00 feet; Thence N 90°00'00" W, a distance of 5.00 feet; Thence S 78°41'24" W, a distance of 9.82 feet; Thence S 11°18'36" W, a distance of 9.82 feet to the POINT OF BEGINNING.

The above description contains 1638.55 Square Feet or 0.04 Acres, more or less.

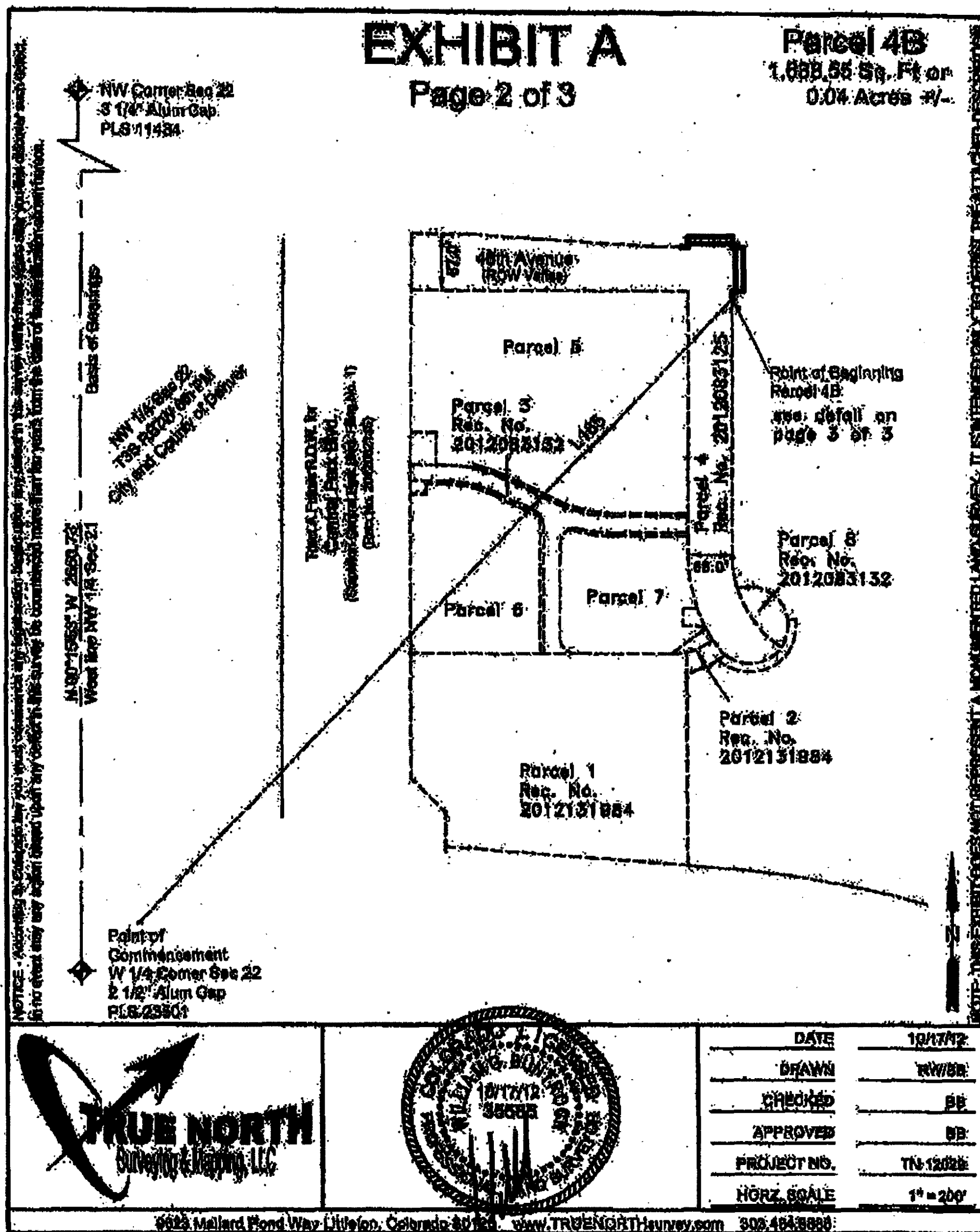


William G. Guntrock, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 12029

OK
10/17/12

EXHIBIT A

Page 8 of 36

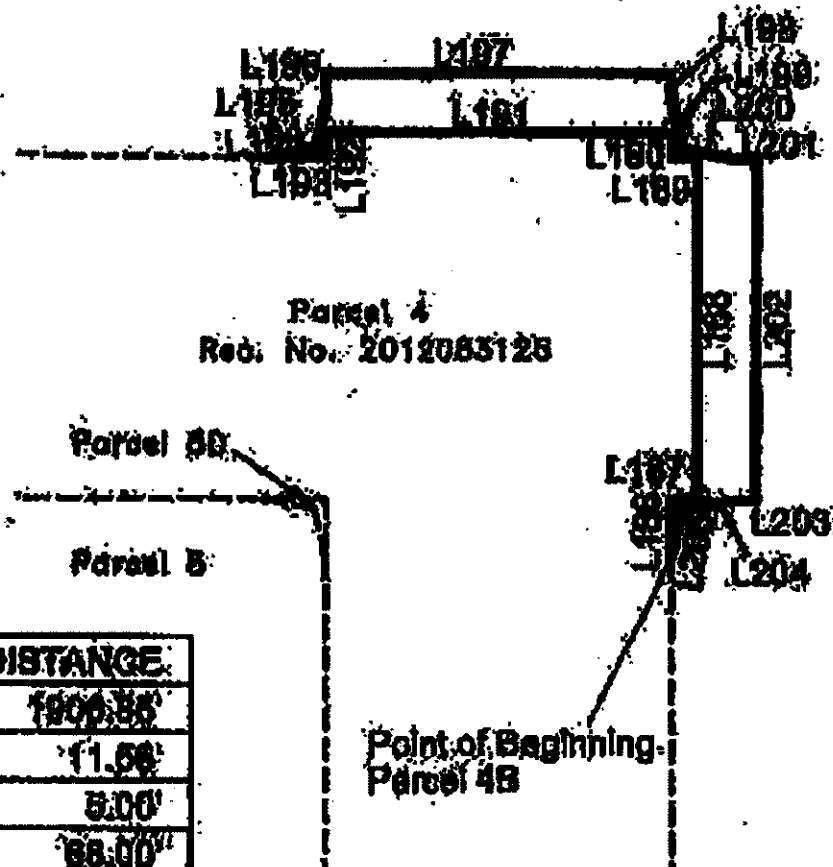


OK
10/17/12

EXHIBIT A
 Page 9 of 36

EXHIBIT A
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Parcel 4B
 1,688.55 Sq. Ft. or
 0.04 Acres +/-



LINE	BEARING	DISTANCE
L185	N 85° 01' 25" E	1806.85'
L186	N 00° 00' 00" W	11.55'
L187	N 90° 00' 00" E	5.00'
L188	N 00° 00' 00" W	55.00'
L189	N 80° 00' 00" W	5.00'
L190	N 85° 00' 00" E	5.00'
L191	N 00° 00' 00" W	65.00'
L192	S 00° 00' 00" W	5.00'
L193	N 85° 00' 00" W	11.55'
L194	N 78° 41' 24" E	8.82'
L195	N 11° 10' 36" E	8.82'
L196	N 00° 00' 00" W	5.00'
L197	N 85° 00' 00" E	65.00'
L198	S 00° 00' 00" E	5.00'
L199	S 11° 10' 36" E	8.82'
L200	S 78° 41' 24" E	8.82'
L201	S 00° 00' 00" E	5.00'
L202	S 00° 00' 00" E	65.00'
L203	N 80° 00' 00" W	5.00'
L204	S 78° 41' 24" W	8.82'
L205	S 11° 10' 36" W	8.82'

NOTICE - According to Colorado law you must compare any legal action based upon any defect in this survey to the date of the certification shown hereon. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY AS A CORRECTED RE-RELEASED DESCRIPTION.

 <p>TRUE NORTH Surveying & Mapping, LLC</p>		DATE	10/17/12
		DRAWN	RW/BB
		CHECKED	BB
		APPROVED	BB
		PROJECT NO.	IN 1902N
		HORIZ. SCALE	1" = 50'

OK
 10/17/12

EXHIBIT A
Page 10 of 36



Exhibit A:
Legal Description Parcel 5A

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2-1/2" aluminum cap stamped "PLS 23581" whence the Northwest Corner of Section 22, being monumented with a 3-1/4" aluminum cap stamped "PLS 11434" bears N 00°15'53" W, a distance of 2650.72 feet; Thence N 26°14'51" E, a distance of 1452.13 feet to a point on Parcel 3 as recorded under Reception No. 2012053122 in the City and County of Denver Clerk and Recorder's Office; said point being the POINT OF BEGINNING.

Thence along the northerly line of said Parcel 3 N 90°00'00" W, a distance of 40.00 feet to a point on the easterly line of Tract A (Future R.O.W. for Central Park Blvd), Stapleton Central Park Blvd Filing No.1 as recorded under Reception No. 2012092116 in said Clerk's Office; Thence along the easterly line said of Tract A, N 00°00'00" W, a distance of 50.13 feet; Thence departing said easterly line S 90°00'00" E, a distance of 40.00 feet; Thence S 00°00'00" E, a distance of 50.13 feet to the POINT OF BEGINNING.

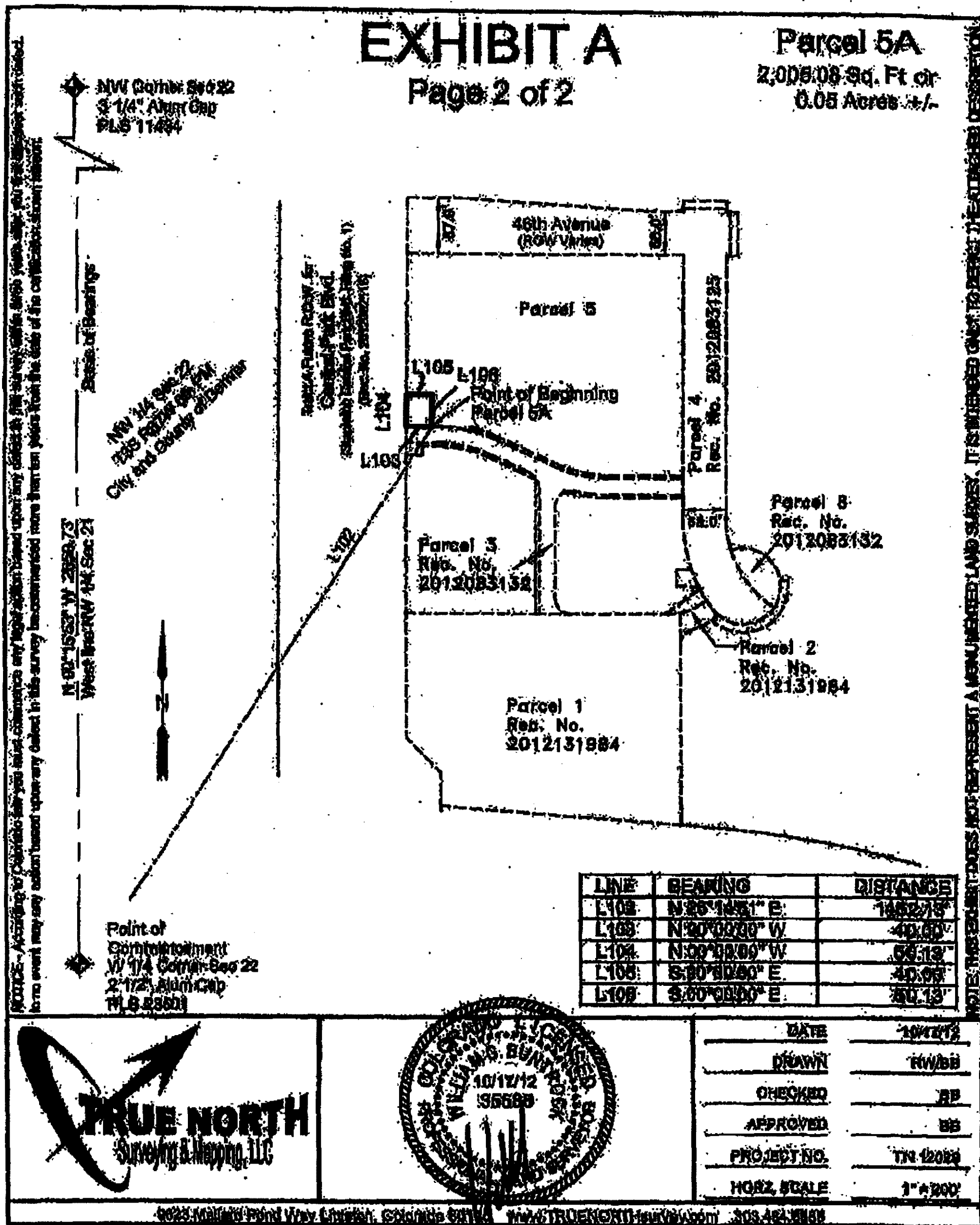
The above description contains 2,005.08 Square Feet or 0.05 Acres more or less



William G. Buntrock, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 12029

OK
10/17/12

EXHIBIT A
 Page 11 of 36



OK
 10/17/12

DISTRICT COURT, DENVER COUNTY, COLORADO		DATE FILED: May 2, 2013
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202		
Plaintiff(s) WESTERLY CREEK METRO DIST v. Defendant(s) NONE		⚠ COURT USE ONLY ⚠ Case Number: 2000CV2276 Division: 259 Courtroom:
Order: proposed Order for Inclusion Part 3 of 4 F4A3EC7A		

The motion/proposed order attached hereto: APPROVED.

Issue Date: 5/2/2013



MICHAEL ANTHONY MARTINEZ
District Court Judge

EXHIBIT A
Page 12 of 36.



Exhibit A
Legal Description Parcel 5B

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 23501" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 11484" bears N 00°15'53" W, a distance of 2650.73 feet; Thence N 25°10'41" E, a distance of 1473.46 feet to a point on the northerly line of a Parcel 3 as recorded under Reception No. 2012033132 in the City and County of Denver Clerk and Records Office said point being the **POINT OF BEGINNING**.

Thence departing said northerly line N 13°58'41" E, a distance of 5.00 feet; Thence along a non-tangent curve to the right with a radius of 218.57 feet, a central angle of 12°25'52", an arc length of 46.77 feet, whose chord bears S 71°01'14" E, a distance of 46.59 feet; Thence along a reverse curve to the left with a radius of 2529.15 feet, a central angle of 02°41'46", an arc length of 96.93 feet, whose chord bears S 64°48'04" E, a distance of 96.93 feet; Thence along a compound curve to the left with a radius of 180.52 feet, a central angle of 25°28'26", an arc length of 80.26 feet, whose chord bears S 77°24'05" E, a distance of 79.68 feet; Thence N 90°00'00" E, a distance of 116.81 feet to a point on Parcel 4 as recorded under Reception No. 2012083125 in said Clerk's Office;

Thence along Parcel 4 S 00°00'00" W, a distance of 3.00 feet to the northeast corner of said Parcel 3; Thence along the northerly line of said Parcel 3 the following (4) four courses: 1) N 90°00'00" W, a distance of 117.25 feet; 2) Along a curve to the right with a radius of 185.50 feet, a central angle of 23°11'58", an arc length of 61.56 feet, whose chord bears N 77°24'02" W, a distance of 80.93 feet; 3) N 64°48'04" W, a distance of 97.36 feet; 4) Along a curve to the left with a radius of 210.57 feet, a central angle of 12°27'41", an arc length of 45.80 feet, whose chord bears N 71°02'03" W, a distance of 45.71 feet to the **POINT OF BEGINNING**.

The above description contains 1,676.87 Square Feet or 0.04 Acres more or less.

William G. Buntrock, PLS
Colorado Licensed Land Surveyor No. 35595
TRUE NORTH Surveying & Mapping, LLC
TN 12029



OK
10/17/12

EXHIBIT A
 Page 13 of 36

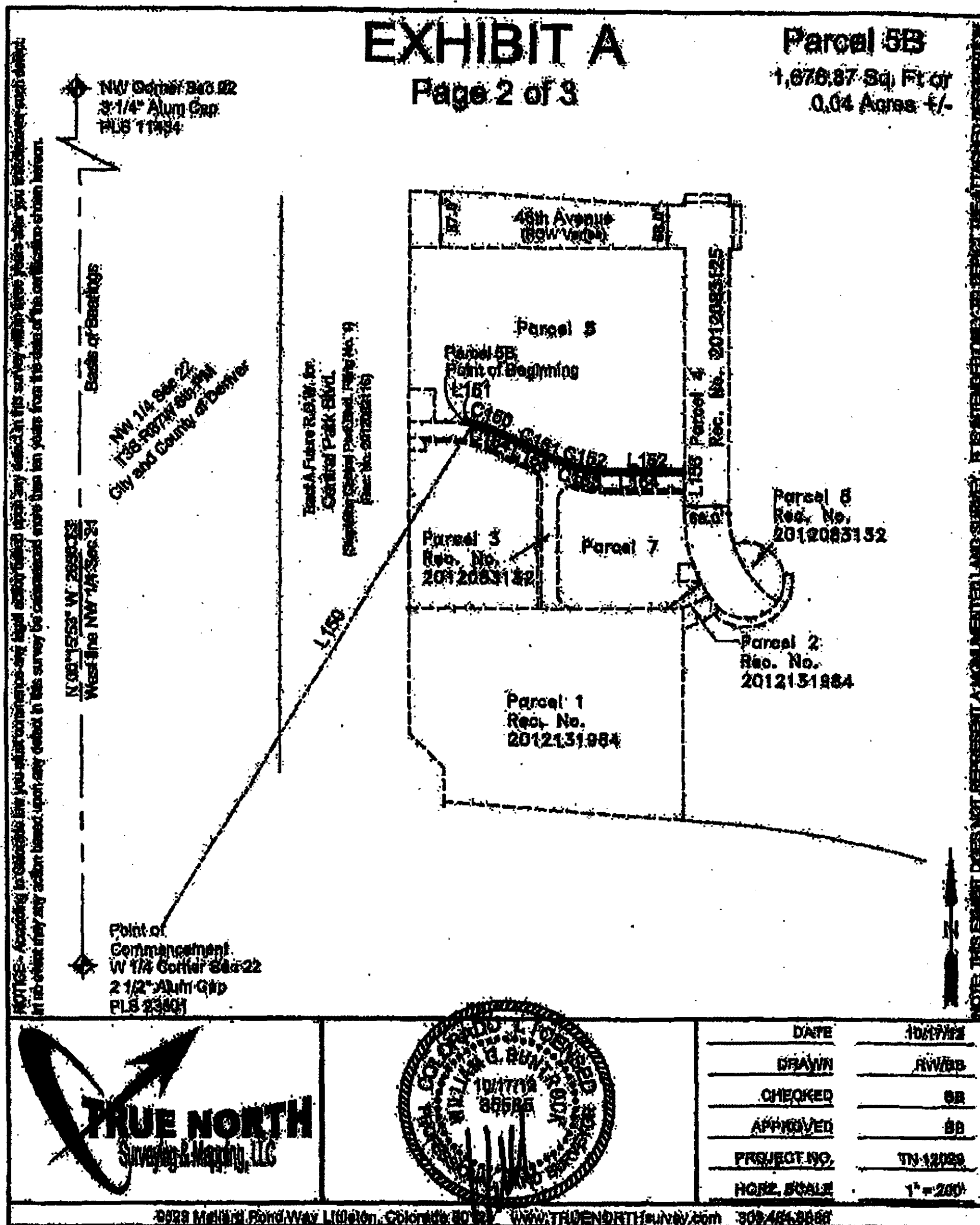


EXHIBIT A
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EXHIBIT A
 Page 3 of 3


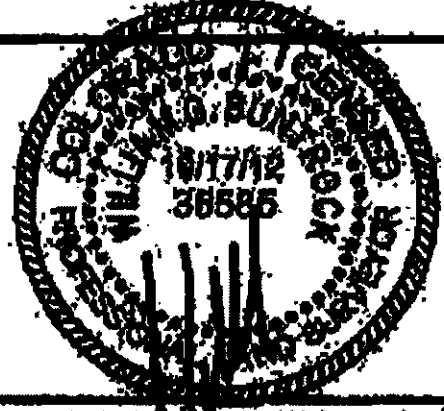
Parcel 5B

LINE	BEARING	DISTANCE
L150	N 20° 15' 41" E	1473.48'
L151	N 19° 58' 11" E	5.00'
L152	N 90° 00' 00" E	116.81'
L153	S 00° 00' 00" W	5.00'
L154	N 90° 00' 00" W	117.25'
L155	N 69° 45' 00" W	87.85'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C150	215.57'	12° 27' 52"	45.77'	S 71° 01' 14" E	15.95'
C151	2520.15'	2° 11' 45"	88.93'	S 88° 48' 04" E	88.93'
C152	180.52'	25° 28' 28"	85.28'	S 77° 27' 35" E	75.50'
C153	185.80'	25° 41' 58"	81.55'	N 77° 24' 02" W	80.93'
C154	215.57'	12° 27' 41"	45.80'	N 77° 02' 03" W	45.71'

NOTICE - According to Colorado law you will continue to rely upon any data or information contained in this survey for a period of ten years from the date of the certification shown hereon.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY AS A REFERENCE TO THE SURVEY.

		DATE	10/17/12
		DRAWN	EW/BB
		CHECKED	BB
		APPROVED	BB
		PROJECT NO.	TV-12028
		HORE SCALE	1" = 200'

3023 Maudslayi Parkway, Littleton, Colorado 80120 www.TRUENORTHsurvey.com 303.442.8866

OK
 10/17/12

EXHIBIT A
Page 15 of 36



Exhibit A
Legal Description Parcel EC

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22; being monumented with a 2 1/2" aluminum cap stamped "PLS 23501" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 14484" bears N 00°15'53" W, a distance of 2650.73 feet; Thence N 30°58'56" E, a distance of 1881.76 feet to a point on the easterly line of Tract A (future R.O.W. for Central Park Blvd), Station on Central Park Blvd Filing No. 1 as recorded under Reception No. 2012082116 in the City and County of Denver Clerk and Records Office, said point being the **POINT OF BEGINNING**.

Thence along said easterly line of Tract A N 00°00'00" E, a distance of 2.87 feet to a corner of Parcel 4 as recorded under Reception No. 2012083125 of said Clerk's Office;

Thence along a line of said Parcel 4 N 90°00'00" E, a distance of 95.49 feet;

Thence departing said Parcel 4 S 89°18'48" W, a distance of 95.53 feet to the **POINT OF BEGINNING**.

The above description contains 136.90 Square Feet or 0.00 Acres more or less.



William G. Buntrock, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 12029

OK
10/17/12

Page 2 of 2

[illegible]

NOTE THAT EXHIBIT DOES NOT REPRESENT A COMMITMENT AND BURDEN. IT IS THE DECISION TO DEPOSIT THE ASSETS IN THE TRUST.

8829 Millard Pond Way Littleton, Colorado 80120 Tel: www.TRUE-NORTHhunting.com 303.484.1888

OK 10/17/77

EXHIBIT A
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Exhibit A
Legal Description Parcel 5B

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 2 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 23501" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 11434" bears N 00°18'53" W, a distance of 2680.79 feet; Thence N 32°49'34" E, a distance of 1872.03 feet to a point on a line of Parcel 4 as recorded under Reception No. 2012083125 and the POINT OF BEGINNING.

Thence along said Parcel 4 the following two courses: 1) N 90°00'00" E, a distance of 11.55 feet; 2) S 00°00'00" W, a distance of 11.55 feet;

Thence N 11°18'38" W, a distance of 9.82 feet; Thence N 78°41'24" W, a distance of 9.82 feet to the POINT OF BEGINNING.

The above description contains 22.23 Square Feet or 0.00 Acres more or less.



William G. Buntrock, PLS
Colorado Licensed Land Surveyor No. 35885
TRUE NORTH Surveying & Mapping, LLC
TN 12028

OK
10/17/12

EXHIBIT A
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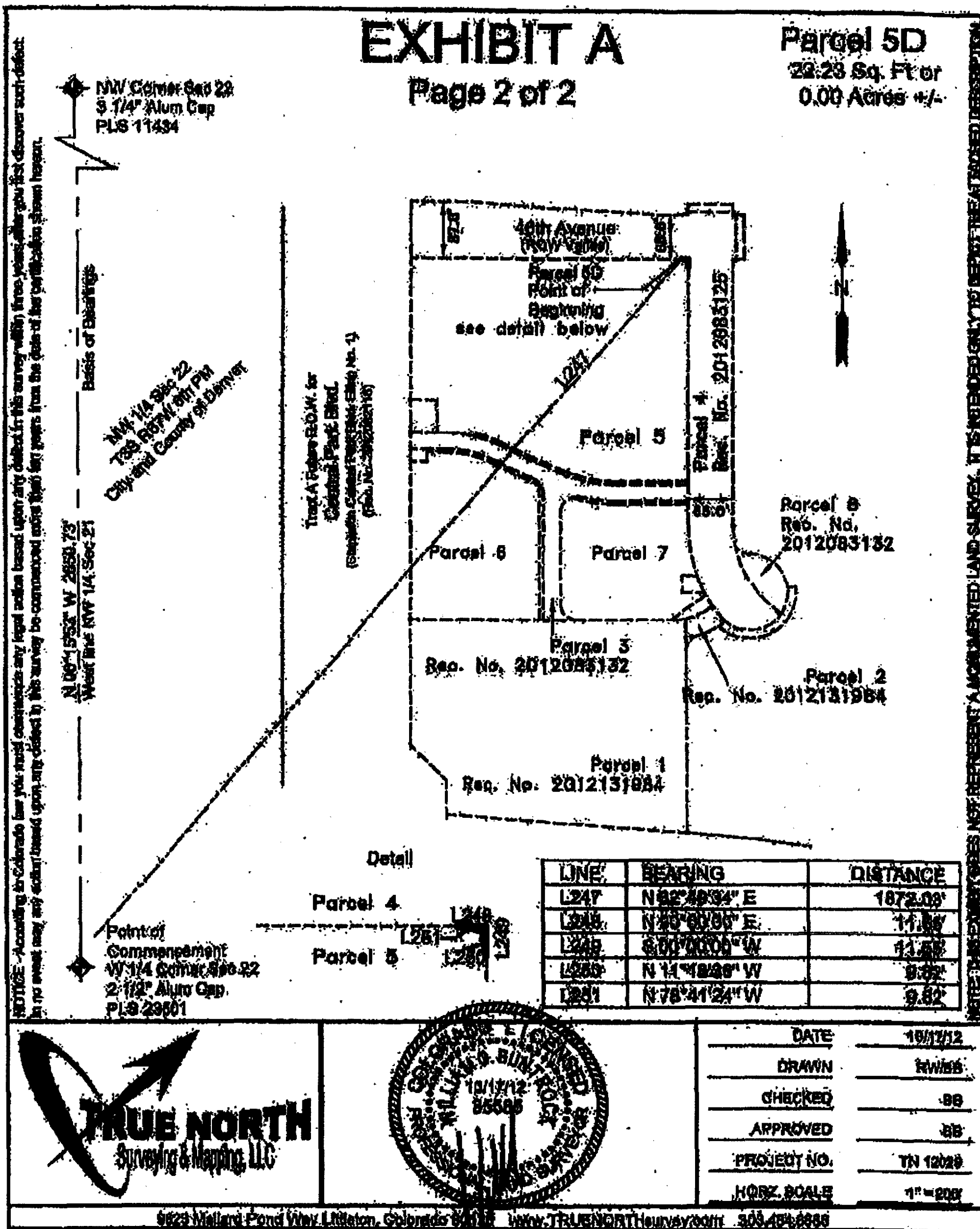


EXHIBIT A
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Exhibit A
Legal Description Parcel 6A

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 25581" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 11454" bears N 08°15'53" W, a distance of 2550.73 feet; Thence N 25°35'27" E, a distance of 1394.17 feet to a point on the easterly line of Tract A (Future R.D.W. for Central Park Blvd), Stapleton Central Park Blvd Right of Way No. 1 as recorded under Reception No. 2012082116 in the City and County of Denver Clerk and Recorder's Office, said point being the POINT OF BEGINNING.

Thence along the easterly line of said Tract A, N 00°00'00" W, a distance of 20.00 feet to a point on Parcel 3 as recorded under Reception No. 2012082132 of said Clerk's Office; Thence along said Parcel 3 the following four courses: 1) S 80°00'00" E, a distance of 81.34 feet; 2) Along a curve to the right with a radius of 183.52 feet, a central angle of 24°50'32", an arc length of 80.46 feet, whose chord bears S 77°13'29" E, a distance of 79.88 feet; 3) S 64°49'04" E, a distance of 55.33 feet; 4) Along a curve to the right with a radius of 25.00 feet, a central angle of 22°24'02", an arc length of 14.14 feet, whose chord bears S 48°36'03" E, a distance of 13.95 feet;

Thence departing said Parcel 3, S 57°35'58" W, a distance of 1.31 feet; Thence N 64°48'04" W, a distance of 77.57 feet; Thence along a curve to the left with a radius of 182.58 feet, a central angle of 25°11'56", an arc length of 80.26 feet, whose chord bears N 77°24'02" W, a distance of 79.62 feet; Thence N 90°00'00" W, a distance of 24.77 feet; Thence S 00°00'00" W, a distance of 15.00 feet; Thence N 90°00'00" W, a distance of 25.00 feet to the POINT OF BEGINNING.

The above description contains 1,407.59 Square Feet or 0.03 Acres more or less.

William G Buntrock, PLS.
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC TN 12029



OK F.
10/27/12

EXHIBIT A
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EXHIBIT A
 Page 3 of 3

Parcel 6A

LINE	BEARING	DISTANCE
L174	N 28°35'27" E	1364.17'
L175	N 00°00'00" W	20.00'
L176	S 80°00'00" E	51.34'
L177	S 04°45'04" E	95.38'
L178	S 67°38'55" W	1.91'
L179	N 84°49'04" W	72.57'
L180	N 82°00'00" W	24.37'
L181	S 00°00'00" W	15.00'
L182	N 80°00'00" W	25.00'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C168	185.57'	24°50'42"	80.48'	S 77°13'28" E	79.68'
C169	25.00'	82°24'02"	14.14'	S 48°38'03" E	13.98'
C170	182.50'	28°11'58"	80.28'	N 77°24'02" W	79.92'

NOTICE - According to Colorado law you must accompany any legal action based upon any defect in this survey to commence more than ten years from the date of the completion of the survey.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED AND SURVEY. IT IS INTENDED ONLY TO DEPICT THE INTENDED DESCRIPTION.

		DATE	10/17/12
		DRAWN	RW/BB
		CHECKED	BB
		APPROVED	BB
		PROJECT NO.	TN-12028
		HORIZ. SCALE	1" = 200'


3025 Mallard Pond Way, Littleton, Colorado 80120 WWW.TRUENORTHINC.COM 303.484.8885

OK
 10/17/12

DISTRICT COURT, DENVER COUNTY, COLORADO		DATE FILED: May 2, 2013
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202		
Plaintiff(s) WESTERLY CREEK METRO DIST v. Defendant(s) NONE		⚠ COURT USE ONLY ⚠ Case Number: 2000CV2276 Division: 259 Courtroom:
Order: proposed Order for Inclusion Part 4 of 4		

The motion/proposed order attached hereto: APPROVED.

Issue Date: 5/2/2013



MICHAEL ANTHONY MARTINEZ
District Court Judge

EXHIBIT A
Page 22 of 36



Exhibit A
Legal Description Parcel 6B

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 23501" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 11434" bears N 00°15'53" W, a distance of 2650.73 feet; Thence N 38°17'12" E, a distance of 1290.94 feet to a point on the northerly line of Parcel 1 as recorded under Reception No. 2012131984 of the City and County of Denver Clerk and Records Office and the **POINT OF BEGINNING**.

Thence N 00°00'00" W, a distance of 288.72 feet; Thence N 57°35'56" E, a distance of 1.31 feet to a point on Parcel 3 as recorded under Reception No. 2012083132 of said Clerk's Office;

Thence along said Parcel 3 the following (2) two courses:

1. Along a non-tangent curve to the right with a radius of 25.00 feet, a central angle of 32°24'02", an arc length of 14.14 feet, whose chord bears S 16°12'01" E, a distance of 13.95 feet;
2. S 00°00'00" W, a distance of 196.02 feet to the southwest corner of said Parcel 3, said corner also being on the northerly line of said Parcel 1;

Thence along said northerly line, N 90°00'00" W, a distance of 5.00 feet to the **POINT OF BEGINNING**.

The above description contains 1,029.92 square Feet or 0.02 Acres more or less.

William G Buntrock, PLS
Colorado Licensed Land Surveyor No. 35595
TRUE NORTH Surveying & Mapping, LLC
TN 12029



OK
10/19/12

04/10/12

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Parcel 6B

LINE	BEARING	DISTANCE
L116	N 88°12'18" E	1890.94'
L117	N 88°50'50" W	268.72'
L118	N 87°35'28" E	1.84'
L119	S 88°00'00" W	188.02'
L202	N 88°00'00" W	8.80'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	SHORT BEARING	CHORD DISTANCE
C88	2500'	92°24'02"	14.14'	S 18°12'01" E	13.95'

NOTICE: According to Colorado law you must acknowledge any legal action taken upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the celebration of this instrument.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MEASURED LAND SURVEY. IT IS INTENDED ONLY TO BE USED IN THE ATTACHED DESCRIPTION.

		DATE	10/17/12
		DRAWN	RW/BB
		CHECKED	BR
		APPROVED	BB
		PROJECT NO.	TN 12028
		HORIZ. SCALE	1" = 200'

3823 Mallard Pond Way Littleton, Colorado 80120 www.TRUENORTHsurvey.com 303.484.8898

OK
 10/17/12

EXHIBIT A
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Exhibit A
Legal Description Parcel 7A

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 57 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 22401" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 43124" bears N 00°15'53" W, a distance of 2550.73 feet; Thence N 43°56'21" E, a distance of 1456.30 feet to the POINT OF BEGINNING.

Thence N 00°00'00" W, a distance of 26.50 feet; Thence N 90°00'00" E, a distance of 22.56 feet to a point on Parcel 4 as recorded under Reception No. 2012083125 of the City and County of Denver Clerk and Recorder's Office;

Thence along said Parcel 4 along a non-tangent curve to the left with a radius of 232.00 feet, a central angle of 07°07'53", an arc length of 28.88 feet, whose chord bears S 22°19'14" E, a distance of 28.86 feet;

Thence departing said Parcel 4 N 90°00'00" W, a distance of 39.96 feet to the POINT OF BEGINNING.

The above description contains 740.51 Square Feet or 0.02 acres more or less.



William G. Bontrick, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 12029

PLS
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04/10/17

EXHIBIT A
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Parcel 7A

LINE	BEARING	DISTANCE
L120	N 45° 26' 21" E	1408.30'
L100	N 00° 00' 00" W	25.00'
L101	N 00° 00' 00" E	22.58'
L102	N 00° 00' 00" W	25.00'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
G01	200.00'	7° 07' 38"	25.00'	S 22° 19' 14" E	25.00'

NOTICE: According to Colorado law, you must examine any legal action based upon any defect in this survey within three years after you first discover such defect. In no event shall any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO GENERATE A FURTHER DESCRIPTION.

		DATE	10/17/12
		DRAWN	RW/BB
		CHECKED	BB
		APPROVED	BB
		PROJECT NO.	TN 12020
		HORIZ. SCALE	1" = 200'

OK 10/17/12

EXHIBIT A
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Exhibit A

Legal Description Parcel 7B

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the 8th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 23501" whence the Northwest Corner of Section 22, being monumented with a 2 1/4" aluminum cap stamped "PLS 11494" bears N 00°15'53" W, a distance of 2650.73 feet; Thence N 44°35'17" E, a distance of 1422.82 feet to a point on the northerly line of Parcel 1 as recorded under Reception No. 2012181984 of the City and County of Denver Clerk and Recorder's Office and the **POINT OF BEGINNING**.

Thence N 54°23'43" E, a distance of 66.98 feet to a point on Parcel 4 as described under Reception No. 2012083125 of said Clerk's Office;

Thence along said Parcel 4 along a non-tangent curve to the left with a radius of 232.00 feet, a central angle of 04°46'36", an arc length of 19.34 feet, whose chord bears S 30°18'56" E, a distance of 19.84 feet;

Thence S 57°10'57" W, a distance of 11.69 feet; Thence along a curve to the right with a radius of 100.00 feet, a central angle of 32°35'21", an arc length of 57.46 feet, whose chord bears S 73°38'38" W, a distance of 56.67 feet to the **POINT OF BEGINNING**.

The above description contains 891.60 Square Feet or 0.02 Acres more or less.



William G. Antroick, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 12029

OK
10/17/12

EXHIBIT A
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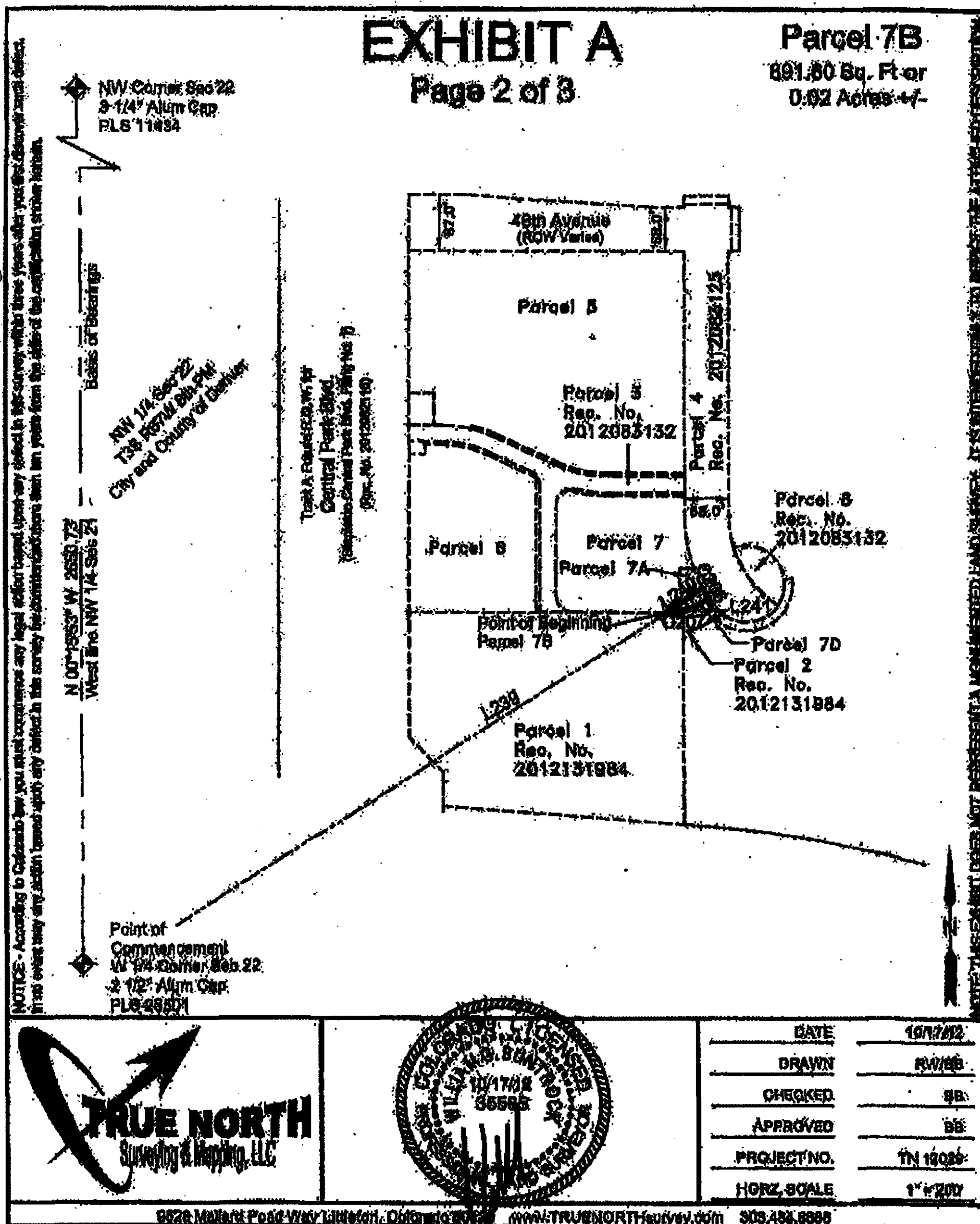


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EXHIBIT A

Parcel 7B

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LINE	BEARING	DISTANCE
L239	N 44°00'17" E	1422.82'
L240	N 54°23'45" E	68.88'
L241	S 67°10'37" W	71.89'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C206	232.40'	44°00'34"	19.34'	S 30°16'58" E	19.34'
C207	108.00'	32°55'21"	57.48'	S 73°38'38" W	56.87'

NOTICE: According to Colorado law you must commence any legal action based upon any defects in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the completion of this survey.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MEASURED LAND SURVEY. IT IS UNRECORDED AND IS SUBJECT TO THE ACTING RECORDS SECTION.

		DATE	10/17/12
		DRAWN	RW/BB
		CHECKED	BB
		APPROVED	BB
		PROJECT NO.	TN-12026
		HORIZ. SCALE	1"=200'

OK
 10/17/12

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Exhibit A
Legal Description Parcel 7C

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 23501" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 11434" bears N 00°15'53" W, a distance of 2650.73 feet; Thence N 35°05'35" E, a distance of 1470.39 feet to a point on Parcel 3 as recorded under Reception No. 2012083132 in the City and County of Denver Clerk and Records Office, said point being the **POINT OF BEGINNING**.

Thence along said Parcel 3 the following three courses:

1. Along a non-tangent curve to the right with a radius of 25.00 feet, a central angle of 34°50'48", an arc length of 13.20 feet, whose chord bears N 83°53'42" E, a distance of 14.97 feet;
2. Along a reverse curve to the left with a radius of 210.50 feet, a central angle of 13°19'08", an arc length of 48.93 feet, whose chord bears S 83°20'27" E, a distance of 48.82 feet;
3. N 90°00'00" E, a distance of 117.25 feet to a point on Parcel 4 as described under Reception No. 2012083125 of said Clerk's Office;

Thence along said Parcel 4 S 00°00'00" E, a distance of 5.00 feet; Thence departing said Parcel 4, N 90°00'00" W, a distance of 116.80 feet; Thence along a curve to the right with a radius of 217.50 feet, a central angle of 17°04'38", an arc length of 64.83 feet, whose chord bears N 81°27'41" W, a distance of 64.59 feet to the **POINT OF BEGINNING**.

The above description contains 880.09 Square Feet or 0.02 Acres more or less.

William G. Buntrock, PLS.
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 12029



OK
10/17/13

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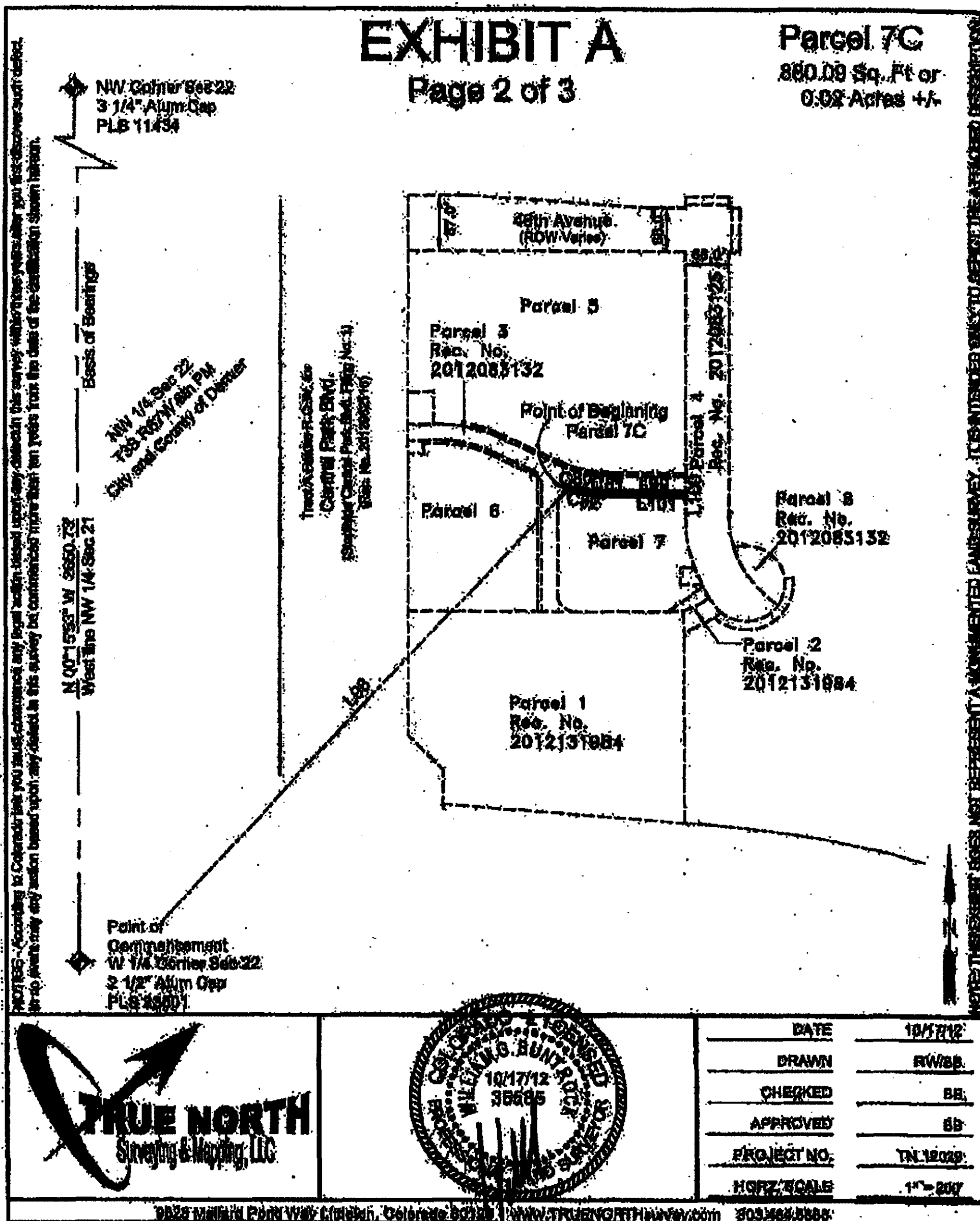


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Parcel 7C

LINE	BEARING	DISTANCE
L88	N 85° 05' 05" E	1479.39'
L89	N 90° 00' 00" E	117.22'
L100	S 00° 00' 00" E	500'
L101	N 90° 00' 00" W	110.00'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C80	24.00'	34° 50' 45"	45.26'	N 86° 53' 42" E	14.87'
C81	210.00'	13° 19' 05"	48.93'	S 83° 20' 27" E	48.82'
C82	217.35'	17° 54' 38"	64.83'	N 81° 27' 41" W	64.69'

NOTICE - According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In this event, any action based upon any defect in this survey be commenced more than ten years from the date of the certification is void and unenforceable.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MEASURED LAND SURVEY. IT IS INTENDED ONLY TO REFLECT THE AT-TIME DESIGNATION.

		DATE	10/17/12
		DRAWN	RW/BK
		CHECKED	BB
		APPROVED	BB
		PROJECT NO.	TN-12020
		HORIZ. SCALE	1" = 200'

5525 Mallard Road, Wray, NE 68578, Colorado 80503, www.TRUE-NORTH-LLC.com 303.464.8888

OK 10/17/12

EXHIBIT A
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Exhibit A

Legal Description Parcel 7D

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, being monumented with a 2 1/2" aluminum cap stamped "PLS 23501" whence the Northwest Corner of Section 22, being monumented with a 3 1/4" aluminum cap stamped "PLS 11434" bears N 00°15'53" W, a distance of 2650.73 feet; Thence N 44°35'17" E, a distance of 1422.82 feet to a point on the northerly line of Parcel 1 as recorded under Reception No. 2012131984 of the City and County of Denver Clerk and Recorder's Office and the **POINT OF BEGINNING**.

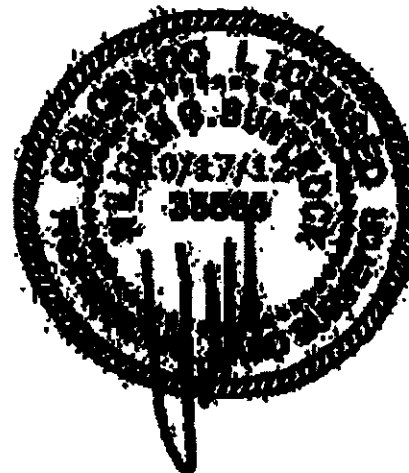
Thence along a curve to the left with a radius of 100.00 feet, a central angle of 22°55'21", an arc length of 57.46 feet, whose chord bears N 73°38'38" E, a distance of 56.67 feet; Thence N 57°10'57" E, a distance of 11.69 feet to a point on Parcel 4 as recorded under Reception No. 2012083125;

Thence along said Parcel 4 along a non-tangent curve to the left with a radius of 252.00 feet, a central angle of 00°24'49", an arc length of 1.00 feet, whose chord bears S 82°46'39" E, a distance of 1.00 feet to the northerly corner of Parcel 2 as recorded under Reception No. 2012131984 of said Clerk's Office;

Thence along the northerly line of said Parcel 2 and a portion of the northerly line of said Parcel 1 the following three courses: 1) S 57°14'20" W, a distance of 15.51 feet; 2) Along a curve to the right with a radius of 87.50 feet, a central angle of 31°42'54", an arc length of 49.43 feet, whose chord bears S 74°08'33" W, a distance of 47.82 feet; 3) N 90°00'00" W, a distance of 5.71 feet to the **POINT OF BEGINNING**.

The above description contains 59.22 Square Feet or 0.00 Acres more or less.

William G Buntrock, PLS
Colorado Licensed Land Surveyor No. 36585
TRUE NORTH Surveying & Mapping, LLC
TN 12029



OK
10/17/12

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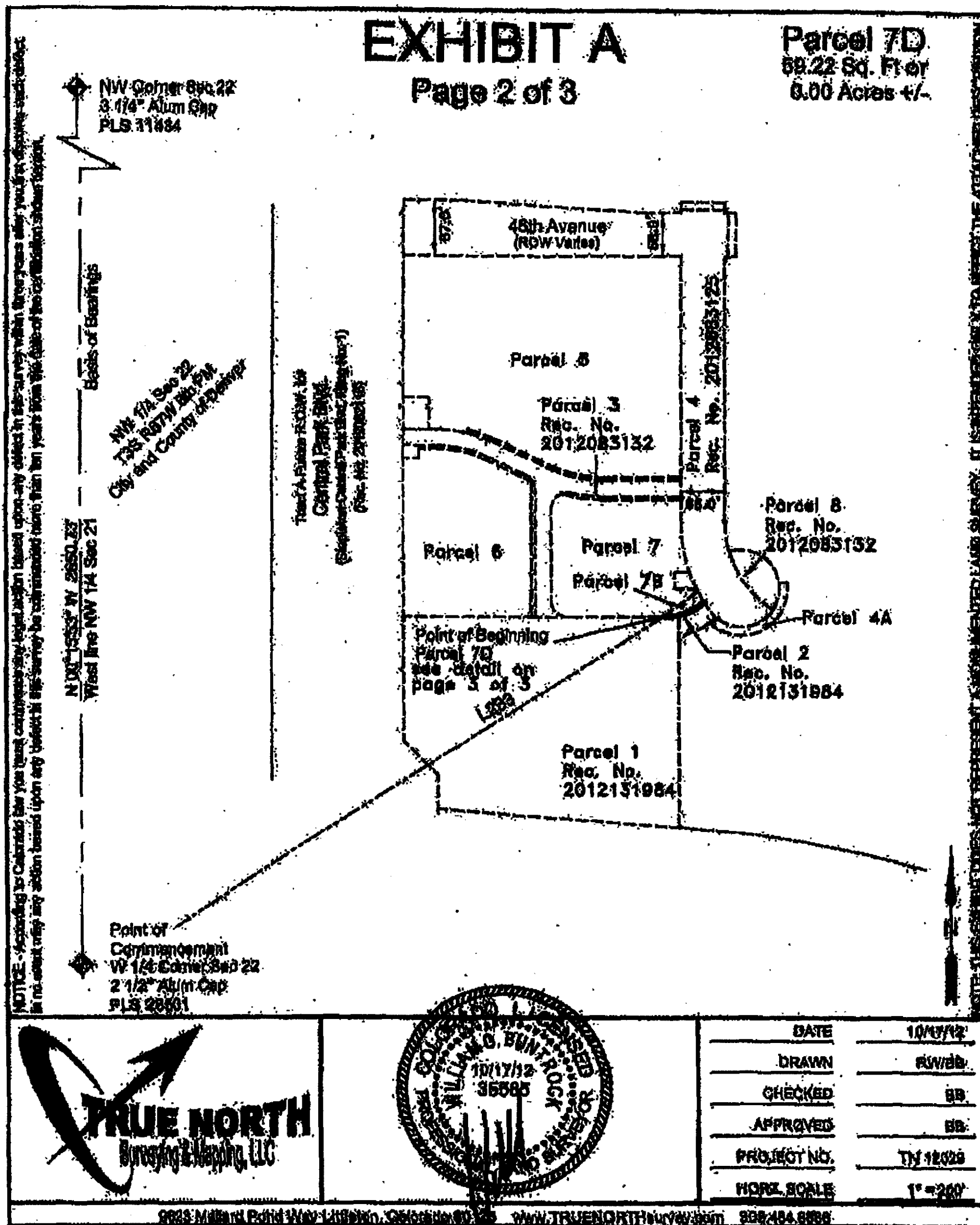
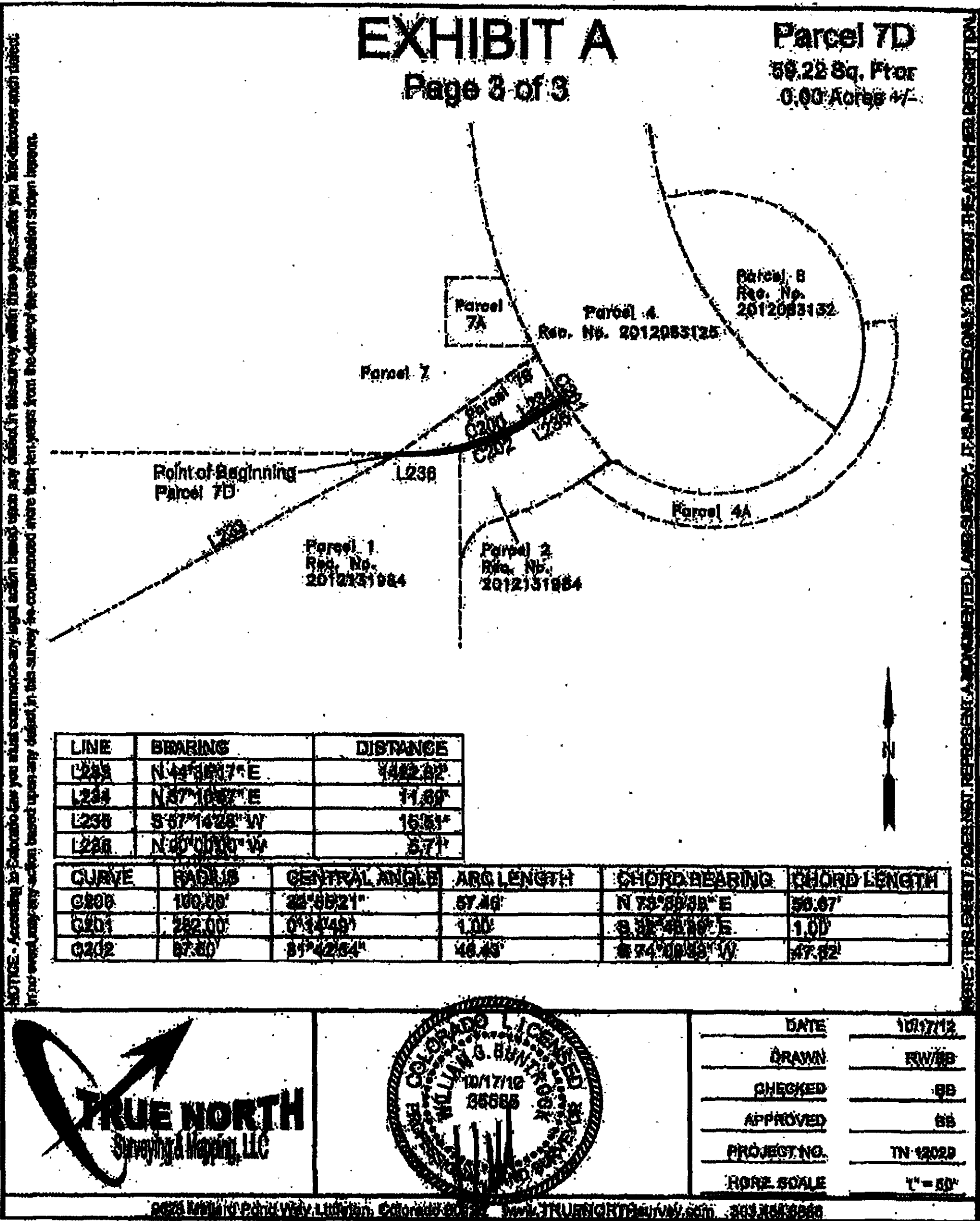


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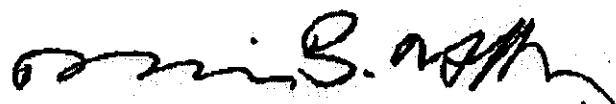


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DISTRICT COURT, DENVER COUNTY, COLORADO		DATE FILED: November 25, 2015 8:07 AM CASE NUMBER: 2000CV2276
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202		
Plaintiff(s) WESTERLY CREEK METRO DIST v. Defendant(s) NONE		△ COURT USE ONLY △ Case Number: 2000CV2276 Division: 209 Courtroom:
Order: Order of Inclusion - Part 1		

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 11/25/2015

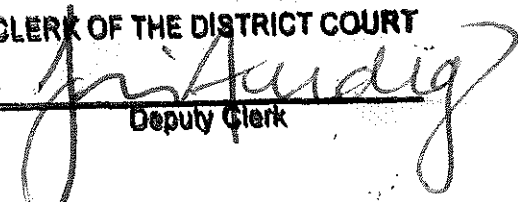


MORRIS B HOFFMAN
District Court Judge



DISTRICT COURT
City & County of Denver, Colo.
Certified to be full a, true and correct
copy of the original in my custody.

DEC 17 2015

CLERK OF THE DISTRICT COURT
By 
Deputy Clerk

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO	
Court Address: 1437 Bannock Street Denver, Colorado 80202 Phone Number: (720) 865-8301	
IN RE THE MATTER OF THE WESTERLY CREEK METROPOLITAN DISTRICT	▲ COURT USE ONLY ▲
	Case No. 00CV2276 Div.: Ctrm.:
ORDER OF INCLUSION	

THIS MATTER coming before the Court upon the filing of an Order of the Board of Directors of the Westerly Creek Metropolitan District ("District") granting the inclusion of certain additional real property into the District; and it appears to the Court that the property hereinafter described is capable of being served with facilities of the District, and that the fee owner of such property, Stapleton Development Corporation, filed with the Board of Directors proper Petitions, copies of which have been filed with the Clerk of this Court, requesting that such property be included within the District; and that the Board of Directors on November 19, 2015, at the hour of 9:00 a.m., at 7350 29th Avenue, Suite 200, Denver, Colorado, after duly publishing notice of the filing of such Petitions and of the date, place and time of such meeting, and of the name of the Petitioner in the Daily Journal, a newspaper of general circulation within the District, which proof of publication has been filed with the Clerk of this Court, duly granted such Petitions as to all the real property therein described, and on such date made and entered an Order to that effect, which Order has been filed with the Clerk of this Court, and the terms and conditions of which are incorporated herein by reference.

IT IS THEREFORE ORDERED that the following described real property shall be included within the Westerly Creek Metropolitan District:

EXHIBIT A
Page 1 of 5

PARCEL 1
DESCRIPTION

A part of the Southwest Quarter of Section 22, Township 3 South, Range 67 West of the 8th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 22;

thence South $31^{\circ}05'02''$ East a distance of 1138.67 feet to the southwest corner of Parcel 11 - South described at Reception Number 2010034632 in the Clerk and Recorder's Office of said City and County of Denver and the **POINT OF BEGINNING**;

thence along said southerly line of Parcel 11 - South described at Reception Number 2010034632 the following (2) two courses:

- 1.) South $84^{\circ}52'01''$ East, a distance of 189.05 feet;
- 2.) South $87^{\circ}43'46''$ East a distance of 199.34 feet to the westerly line of Parcel 1 described at Reception Number 2006094236 in said Clerk and Recorder's Office;

thence South $03^{\circ}53'26''$ West, along said westerly line of Parcel 1 described at Reception Number 2006094236, a distance of 1090.41 feet to a corner of Parcel 6 - South described at Reception Number 2010034572 in said Clerk and Recorder's Office;

thence along the northerly and easterly lines of said Parcel 6 - South described at Reception Number 2010034572 the following two (2) courses;

1. North $84^{\circ}51'15''$ West, a distance of 779.00 feet;
2. North $00^{\circ}00'06''$ East a distance of 210.35 feet to the most southerly corner of Parcel 3 - South described at Reception Number 2010125042 in said Clerk and Recorder's Office, said corner also being a point on the southeasterly line of Tract A (Future R.O.W. for Central Park Blvd.), Stapleton Central Park Blvd. Filing No. 2 as described at Reception Number 2012165500 in said Clerk and Recorder's office;

thence along the southeasterly line of said Parcel 3 - South described at Reception Number 2010125042 and along said southeasterly line of Tract A (Future R.O.W. for Central Park Blvd.), the following (3) three courses:

- 1.) North $55^{\circ}04'34''$ East a distance of 179.82 feet;
- 2.) North $91^{\circ}57'51''$ East a distance of 361.91 feet to a point of curve;
- 3.) along the arc of a curve to the left having a radius of 848.00 feet, a central angle of $30^{\circ}24'41''$, an arc length of 450.10 feet and whose chord bears North $16^{\circ}45'31''$ East a distance of 444.83 feet to the **POINT OF BEGINNING**.

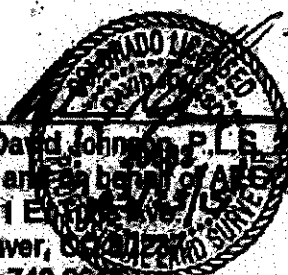
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Page 1 of 2

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EXHIBIT A
Page 2 of 5

Containing 613,811 square feet or 14.091 acres, more or less.

BASIS OF BEARINGS: Bearings are based on the West line of the Southwest Quarter of Section 22, Township 3 South, Range 67 West of the Sixth Principal Meridian, State of Colorado, bearing North 00°16'18" West, based on NAD 83/92 State Plane Central Zone Coordinates, and as marked by a found 3 1/4" aluminum cap in range box stamped URS PLS 31928 at the Southwest Corner of said Section 22 and a 2 1/2" aluminum cap stamped PLS 35597 at the West Quarter Corner of said Section 22.


A. David Johnson, P.E. 20683
For and on behalf of AECOM
8181 E. Hampden Ave., Suite 100
Denver, CO 80231
303.740.2647
dave.johnson@aecom.com

03/23/15

H:\PROJECTS_Inf\22241109_Stapleton_Master\6.0 Projects\22241500_IDIQ_Takedown_Survey_Support\6.0 Projects\03015 ALTA two parcels
Between SRN7 CPB Parcel 1.docx
Page 2 of 2

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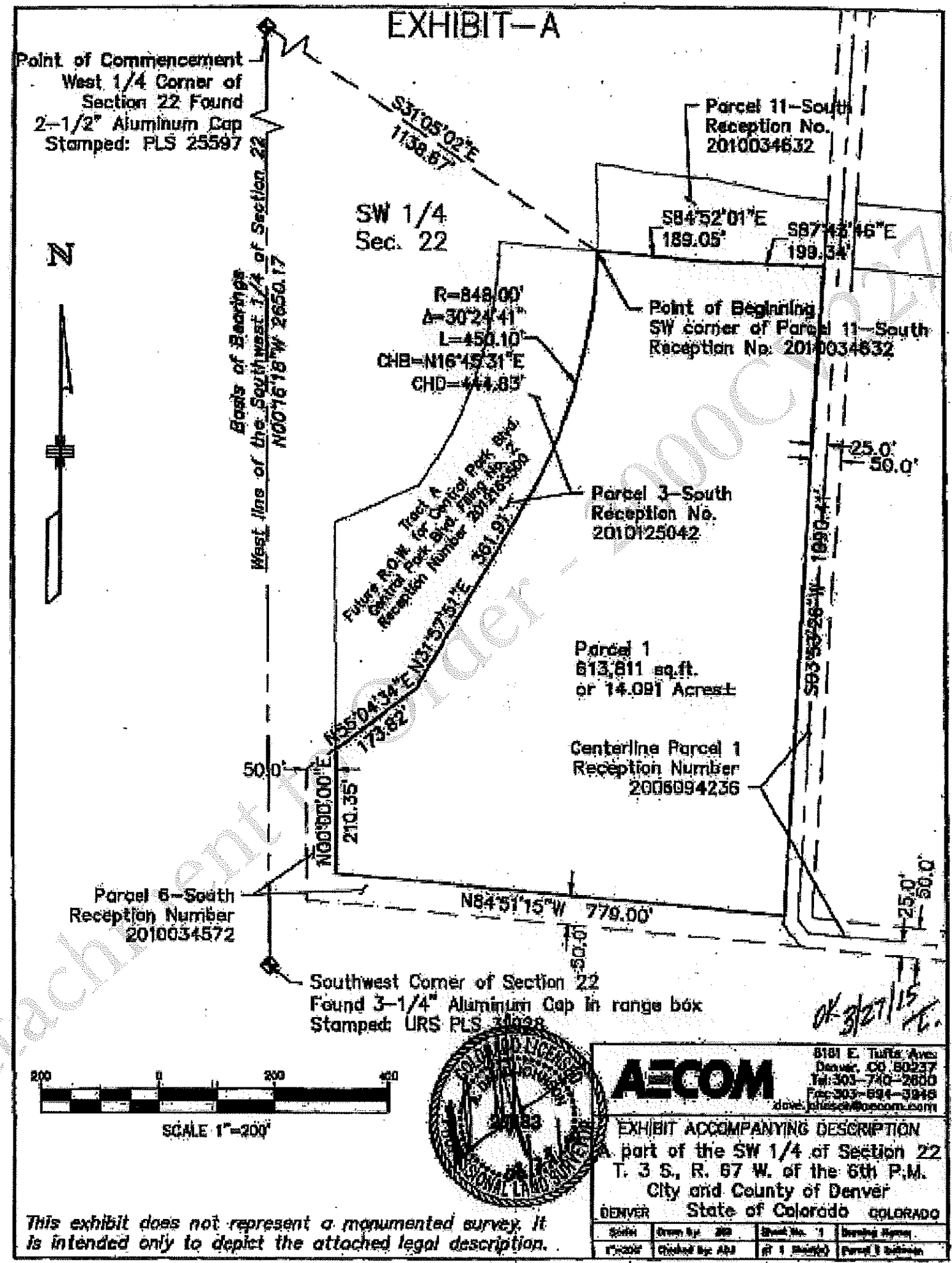


EXHIBIT A
Page 4 of 5

PARCEL 2

DESCRIPTION

A part of the Southwest Quarter of Section 22, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 22;

thence South 45°39'38" East a distance of 1433.62 feet to the southwest corner of Parcel 12-- South described at Reception Number 2010034632 in the Clerk and Recorder's Office of said City and County of Denver and the **POINT OF BEGINNING**;

thence along the southerly line of said Parcel 12-- South described at Reception Number 2010034632 the following two (2) courses;

1. South 87°49'46" East a distance of 10.96 feet;
2. South 84°52'01" East a distance of 1041.27 feet to the westerly line of Parcel B described at Reception Number 2013100585 in said Clerk and Recorder's Office;

thence South 05°08'45" West, along said westerly line of Parcel B described at Reception Number 2013100585 a distance of 1083.44 feet to the northerly line of Parcel 1 described at Reception Number 2008094236 in said Clerk and Recorder's Office;

thence along said northerly and easterly lines of Parcel 1 described at Reception Number 2008094236 the following three (3) courses;

1. North 64°51'15" West a distance of 1023.76 feet;
2. North 40°27'04" West a distance of 6.46 feet;
3. North 03°53'26" East distance of 1088.40 feet to the **POINT OF BEGINNING**.

Containing 1,137,324 square feet or 26.109 acres, more or less.

BASIS OF BEARINGS: Bearings are based on the West line of the Southwest Quarter of Section 22, Township 3 South, Range 67 West of the Sixth Principal Meridian, State of Colorado, bearing North 00°18'18" West, based on NAD 83/92 State Plane Central Zone Coordinates, and as marked by a found 3 1/4" aluminum cap in range box stamped URS PLS 31928 at the Southwest Corner of said Section 22 and a 2 1/2" aluminum cap stamped PLS 35597 at the West Quarter Corner of said Section 22.

A. David Johnson, P.L.S. 20683
For and on behalf of AECOM
8181 E. Tufts Ave.,
Denver, CO 80237 303.740.2647 david.johnson@aecom.com



I:\PROJECTS_JNF\22264109_Starplate_Master\5.0 Projects\22264109_IDM\TitleDrawn_Survey_Support\5.0 Projects\00015 ALTA two parcels between SFN7-CRM\Parcel 2.docx

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EXHIBIT A
Page 5 of 5

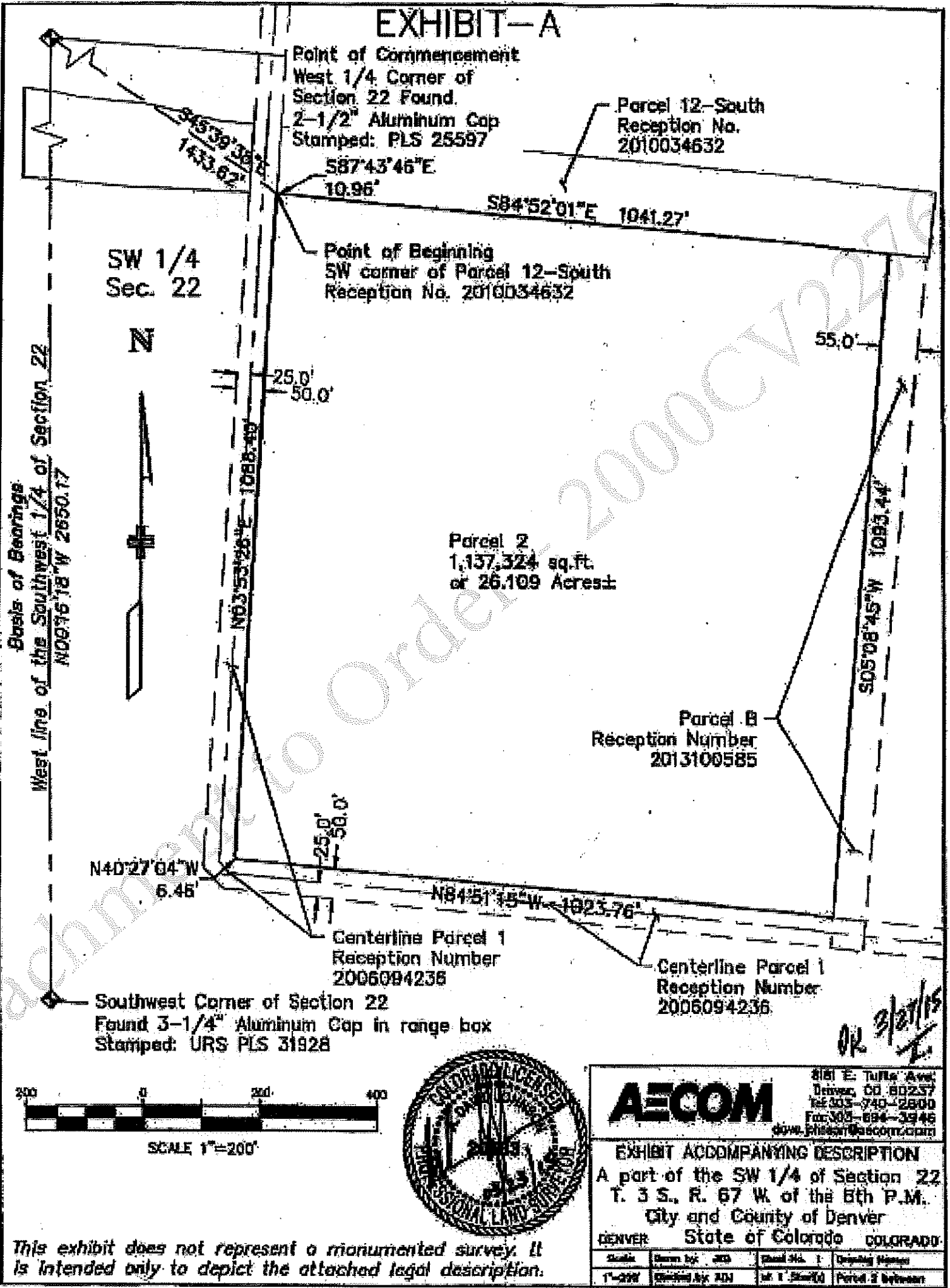


EXHIBIT A

Page 1 of 2



480 Yuma Street • Denver, Colorado 80204
Off: (303) 436-9233 • Fax: (303) 436-8235

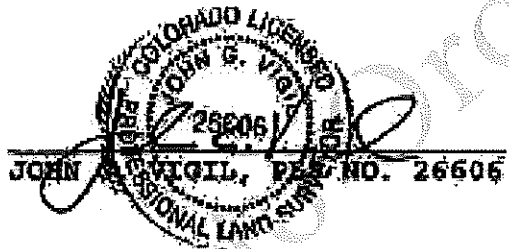
Date 04-06-12

Job No. 11041

LEGAL DESCRIPTION - PARCEL 3

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 33,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING A PORTION OF
LOT 1, BLOCK 3 OF STAPLETON FILING NO. 10 AS RECORDED AT
RECEPTION NO. 2004072020, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE
SOUTHWEST CORNER THEREOF BEARS S89°34'12"W; THENCE S89°34'12"W,
ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 412.06 FEET TO
THE POINT OF BEGINNING; THENCE CONTINUING S89°34'12"W, ALONG
SAID SOUTH LINE, A DISTANCE OF 139.00 FEET; THENCE N00°25'48"W,
A DISTANCE OF 166.17 FEET; THENCE N89°34'12"E, A DISTANCE OF
139.00 FEET; THENCE S00°25'48"E, A DISTANCE OF 166.17 FEET TO
THE POINT OF BEGINNING. CONTAINING 23,097 SQUARE FEET OR 0.530
ACRES MORE OR LESS.



SHEET 1 OF 2

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H
4/10/12

EXHIBIT A

Page 1 of 2

Description

A part of Lot 1, Block 15, Stapleton Filing No. 9 as recorded at Reception Number 2003259680 in the Clerk and Recorder's Office of the City and County of Denver, State of Colorado, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1;

thence along the northerly line of said Lot 1 and along the arc of a curve to the left having a radius of 738.00 feet, a central angle of $28^{\circ}10'31''$, an arc length of 337.15 feet and whose chord bears South $64^{\circ}19'00''$ East a distance of 334.23 feet to the northeast corner of said Lot 1;

thence South $00^{\circ}00'00''$ East, along the easterly line of said Lot 1, a distance of 212.84 feet to a corner in the northerly line of Parcel 201 described at Reception number 2001070250 in said Clerk and Recorder's Office;

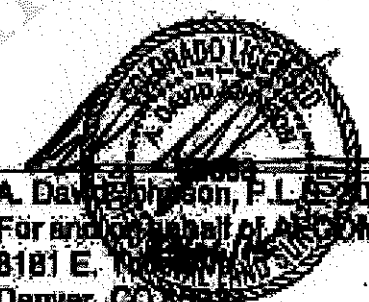
thence North $90^{\circ}00'00''$ West, along said northerly line of Parcel 201 described at Reception Number 2001070250, a distance of 362.64 feet to the westerly line of said Lot 1;

thence along said westerly line of Lot 1, the following two (2) courses:

- 1.) North $00^{\circ}00'00''$ East a distance of 101.00 feet to a point of curve;
- 2.) along the arc of a curve to the right having a radius of 557.00 feet, a central angle of $26^{\circ}55'08''$, an arc length of 266.38 feet and whose chord bears North $13^{\circ}27'33''$ East a distance of 263.84 feet to the **POINT OF BEGINNING**.

Containing 88,478 square feet or 2.261 acres, more or less.

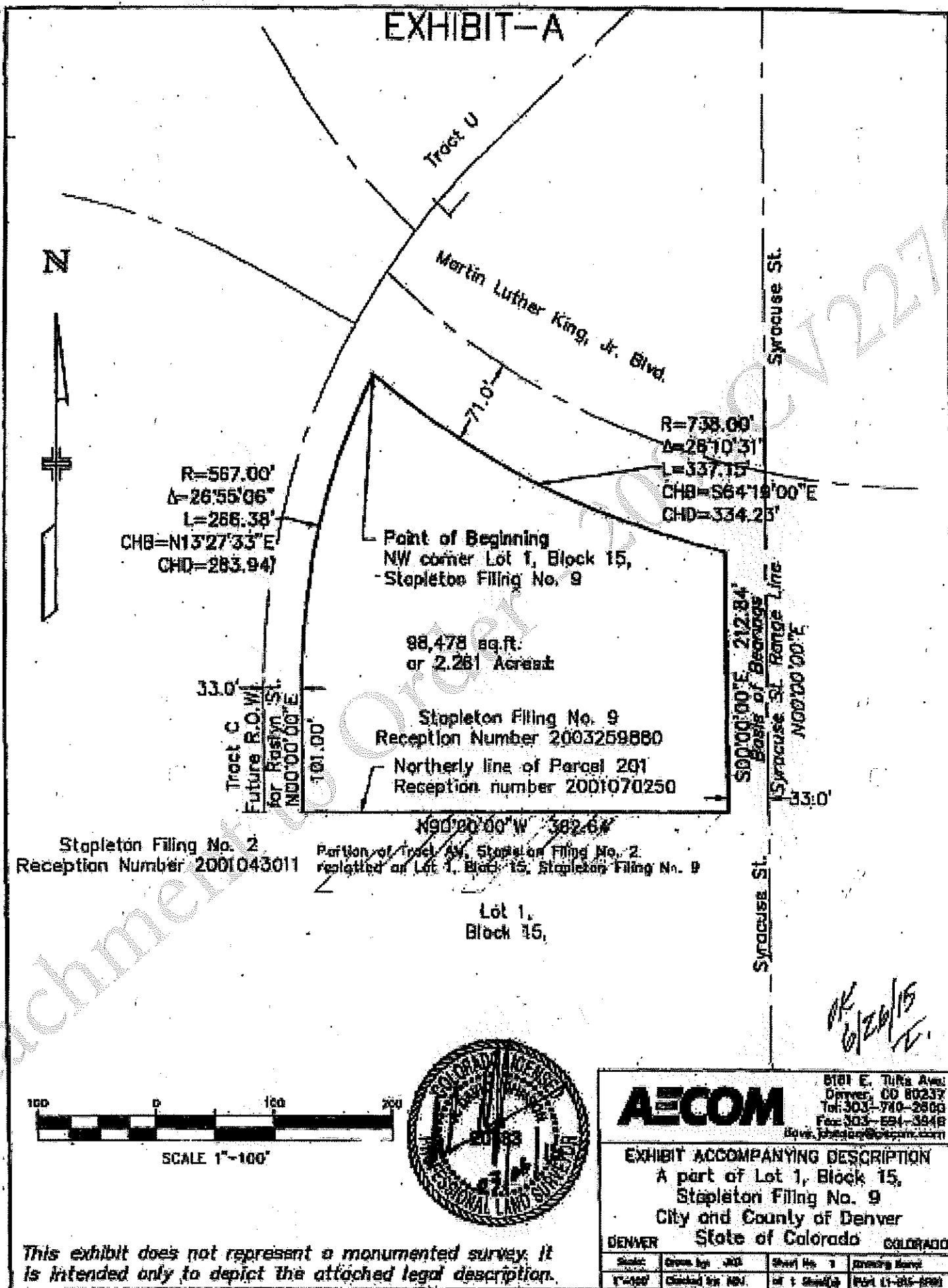
BASIS OF BEARING: Bearings are based on the north-south Range Line in Tract D, Syracuse St., Stapleton Filing No. 8, City and County of Denver, State of Colorado, from 29th Pl. to Martin Luther King Jr. Blvd. bearing North $00^{\circ}00'00''$ East. Both range points are monumented by found 2 1/2" brass caps stamped URS PLS 20689.

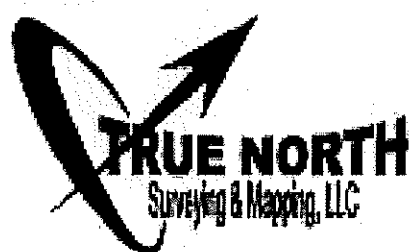

A. David Johnson, P.L.S. 20689
For and on behalf of AECOM
6181 E. North
Denver, CO 80231
303.740.2647
dave.johnson@aecom.com

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Project\01016 ALTA Part of Lot 1, Block 15, SFN 9 Part of L1 B15, SFN 9 02-13-15.rvt
Page 1 of 1

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EXHIBIT A
Page 2 of 2





**Exhibit A
Legal Description
Parcel 4B
Portion Lot 1, Block 3, Stapleton Flg. 10**

A Parcel of land being a portion of Lot 1, Block 3, Stapleton Filing No. 10 as recorded under Reception No. 2004072020 of the City and County of Denver Clerk and Records Office, lying in the Northeast Quarter of Section 33, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

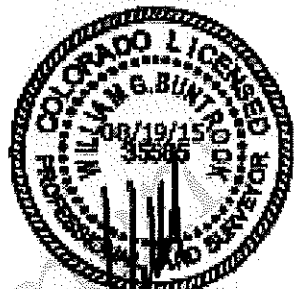
Commencing at the Southeast Corner of said Lot 1, Block 3, whence a line to the Southwest Corner of said Lot 1, Block 3 bears S 89°34'12" W, a distance 844.47 feet. Said line being monumented on both ends with a No.5 rebar with 1" aluminum cap stamped "PLS 26606"; Thence along the southerly line of said Lot 1, Block 3, S 89°34'12" W, a distance of 551.06 feet to the **POINT OF BEGINNING**.

Thence continuing along said southerly line, S 89°34'12" W, a distance of 15.00 feet;

Thence N 00°25'48" W, a distance of 166.17 feet;

Thence N 89°34'12" E, a distance of 15.00 feet; Thence S 00°25'48" E, a distance of 166.17 feet to the **POINT OF BEGINNING**.

The above description contains 2,492.5 Square Feet or 0.052 Acres more or less.



William G Buntrock, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 15077 Parcels 4B, Stapleton Flg 10 Lot 1 Block 3

Page 1 of 2

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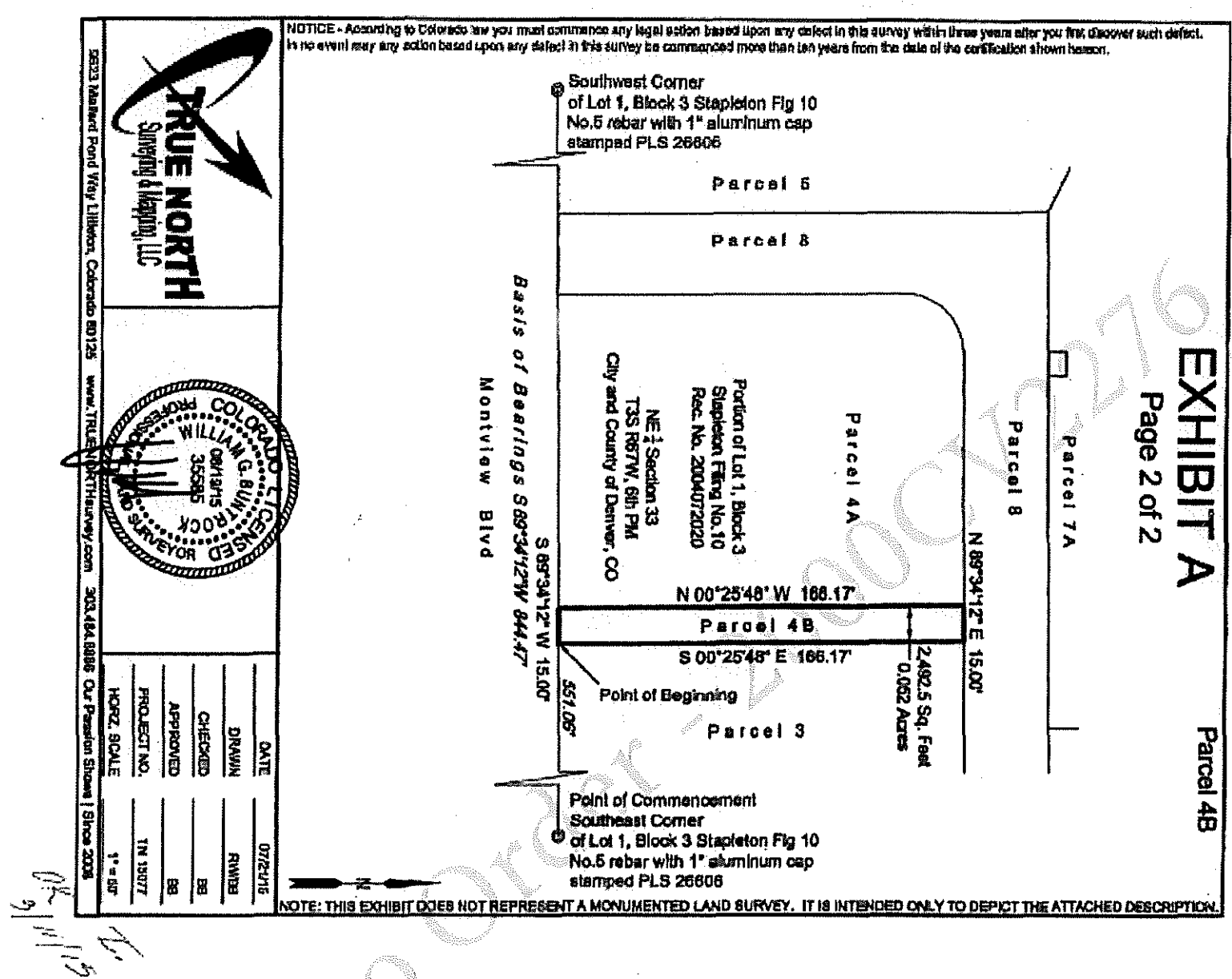


EXHIBIT A

Parcel A
Description

A part of the Northwest Quarter of Section 15, Township 3 South, Range 67
West of the Sixth Principal Meridian, City and County of Denver, State of
Colorado, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 15;
thence South 00°41'59" East, along the easterly line of the Northwest Quarter
said Section 15, a distance of 1471.86 feet to the southeast corner of Parcel 3
described at Reception Number 2013139183 in the Clerk and Recorder's Office
of said City and County of Denver;
thence South 00°41'59" East, along said easterly line of the Northwest Quarter of
Section 15, a distance of 1160.85 feet to the northeast corner of a parcel of land
described at Reception Number 2004097615 in said Clerk and Recorder's Office;

thence along the northerly line of said parcel of land described at Reception
Number 2004097615 the following two (2) courses:

- 1.) South 89°18'01" West a distance of 364.39 feet;
- 2.) South 87°55'55" West a distance of 317.93 feet to the **POINT OF
BEGINNING**;

thence along said northerly line and along the westerly line of said parcel of land
described at Reception Number 2004097615 the following six (6) courses:

- 1.) South 87°55'55" West a distance of 299.45 feet;
- 2.) North 60°21'39" West a distance of 384.86 feet;
- 3.) South 86°52'17" West a distance of 456.17 feet;
- 4.) South 72°20'17" West a distance of 63.76 feet to the most westerly corner
of said parcel of land described at Reception Number 2004097615;
- 5.) South 75°58'54" East a distance of 83.74 feet;
- 6.) South 00°00'00" East a distance of 91.81 feet to the northeast corner of
Parcel 3 described at Reception Number 2013054945 in said Clerk and
Recorder's Office;

thence South 90°00'00" West, along the northerly line of said Parcel 3 described
at Reception Number 2013054945, a distance of 184.29 feet to the southeast
corner Parcel 2 described at Reception Number 2013138893 in said Clerk and
Recorder's Office;

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EXHIBIT A

thence along the easterly and northerly line of said parcel of land described at Reception Number 2013138893 the following two (2) courses:

- 1.) North 00°00'00" East a distance of 76.00 feet;
- 2.) North 90°00'00" West a distance of 50.00 feet to the easterly line of Parcel E described at Reception Number 2013100572 in said Clerk and Recorder's Office;

thence along said easterly line of Parcel E described at Reception Number 2013100572 the following three (3) courses:

- 1.) North 00°00'00" East a distance of 160.90 feet to a point of curve;
- 2.) along the arc of a curve to the left having a radius of 866.50 feet, a central angle of 21°28'40", an arc length of 324.81 feet and whose chord bears North 10°44'20" West a distance of 322.92 feet;
- 3.) North 21°28'40" West a distance of 580.74 feet to the most southerly corner of Parcel 1 described at Reception Number 2013138893 in said Clerk and Recorder's Office;

thence North 23°31'20" East, along the southeasterly line of said Parcel 1 described at Reception Number 2013138893, a distance of 202.43 feet to a point of non-tangent curve that is 23.92 feet from the most northerly corner of said Parcel 1 described at Reception Number 2013138893;

thence along the arc of a curve to the right having a radius of 517.00 feet, a central angle of 11°41'12", an arc length of 105.45 feet and whose chord bears North 84°09'24" East a distance of 105.27 feet;

thence North 90°00'00" East a distance of 169.76 feet to a point of curve;

thence along the arc of a curve to the right having a radius of 717.00 feet, a central angle of 24°04'55", an arc length of 301.36 feet and whose chord bears South 77°57'32" East a distance of 299.15 feet;

thence South 65°55'05" East a distance of 110.00 feet to a point of curve;

thence along the arc of a curve to the left having a radius of 983.00 feet, a central angle of 11°56'37", an arc length of 204.91 feet and whose chord bears South 71°53'23" East a distance of 204.54 feet;

thence South 77°51'42" East a distance of 445.26 feet to a point of curve;

thence along the arc of a curve to the right having a radius of 367.00 feet, a central angle of 74°16'03", an arc length of 475.71 feet and whose chord bears South 40°43'40" East a distance of 443.10 feet;

thence South 03°35'39" East a distance of 252.22 feet to a point of curve;

thence along the arc of a curve to the right having a radius of 517.00 feet, a central angle of 20°39'28", an arc length of 186.40 feet and whose chord bears South 06°44'05" West a distance of 185.40 feet;

thence South 17°03'49" West a distance of 290.75 feet to the **POINT OF BEGINNING**.

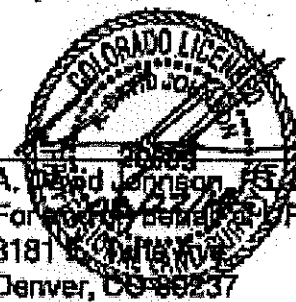
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EXHIBIT A

Containing 1,613,577 square feet or 37.043 acres, more or less.

BASIS OF BEARING: Bearings are based on the east line of the Northwest Quarter of Section 15, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, bearing South 00°41'59" East based on NAD 83/92 Colorado Central Zone State Plane Coordinates. The North Quarter Corner of said Section 15 is a 3-1/4" aluminum cap stamped PLS 27936 in a range box. The Center of said Section 15 is a 3-1/4" aluminum cap stamped ZBS INC PLS 11434.


A. David Johnson, P.E. 20683
For ZBS Development, ZBS Corporation
8181 E. Hampden Ave.
Denver, CO 80231
ph 303.740.2647

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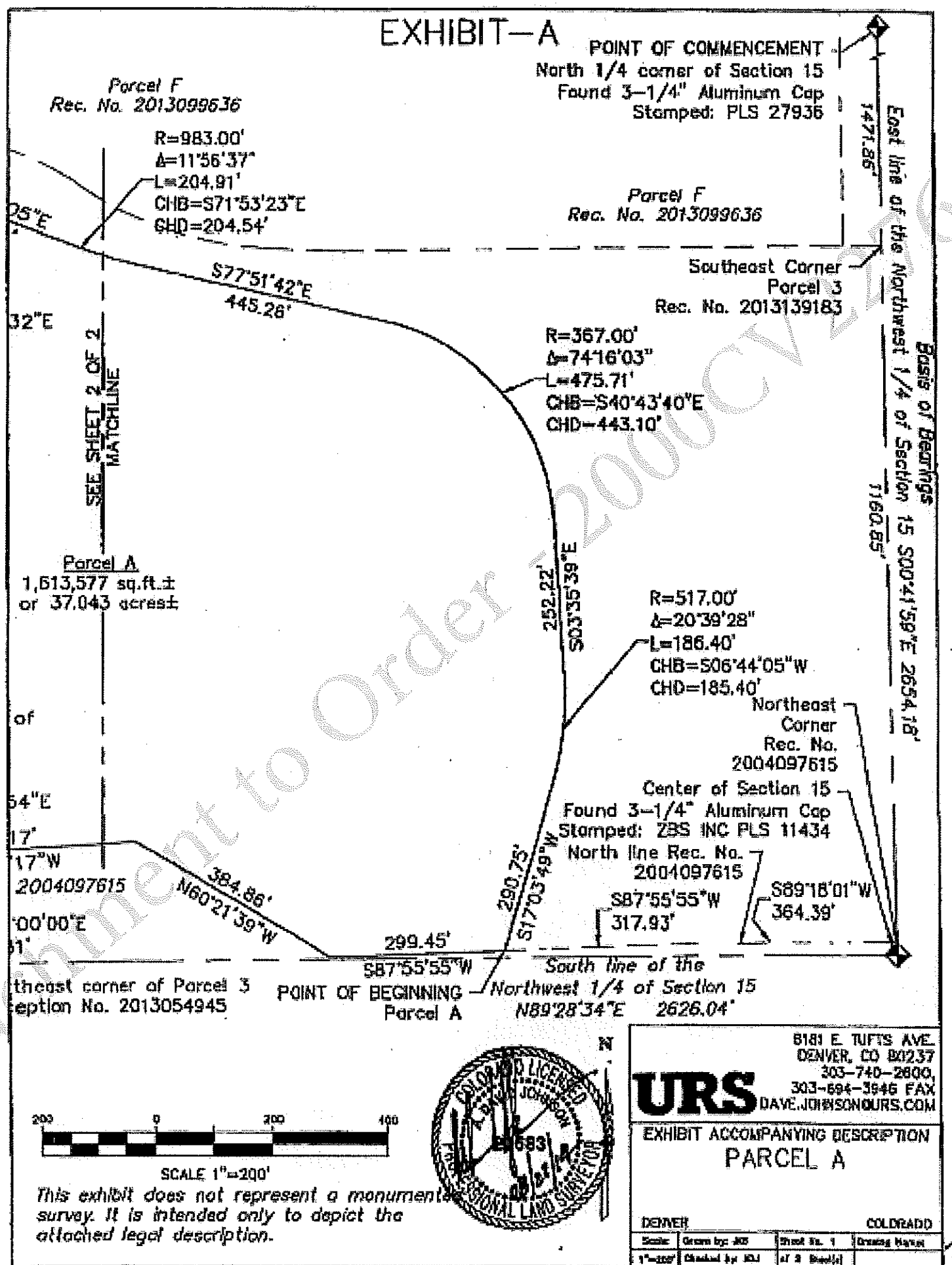


EXHIBIT A

Parcel B
Description

A part of the Northwest Quarter of Section 15, Township 3 South, Range 67
West of the Sixth Principal Meridian, City and County of Denver, State of
Colorado, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 15;
thence South 00°41'59" East, along the easterly line of the Northwest Quarter
said Section 15, a distance of 1471.86 feet to the southeast corner of Parcel 3
described at Reception Number 2013139183 in the Clerk and Recorder's Office
of said City and County of Denver;
thence South 89°18'11" West, along the southerly line of said Parcel 3 described
at Reception Number 2013139183, a distance of 59.00 feet to the **POINT OF**
BEGINNING;

thence along the southerly line of said Parcel 3 described at Reception Number
2013139183 and along the southerly line of Parcel F described at Reception
Number 2013099636 in said Clerk and Recorder's Office the following eight (8)
courses:

- 1.) South 89°18'11" West a distance of 900.84 feet;
- 2.) North 87°32'10" West a distance of 110.98 feet to a point of curve;
- 3.) along the arc of a curve to the right having a radius of 670.00 feet, a
central angle of 29°25'56", an arc length of 344.17 feet and whose chord
bears North 72°49'13" West a distance of 340.40 feet;
- 4.) North 58°06'15" West a distance of 52.66 feet to a point of curve;
- 5.) along the arc of a curve to the left having a radius of 530.00 feet, a central
angle of 26°54'49", an arc length of 248.96 feet and whose chord bears
North 71°33'39" West a distance of 246.67 feet;
- 6.) North 85°01'04" West a distance of 99.20 feet to a point of curve;
- 7.) along the arc of a curve to the left having a radius of 785.00 feet, a central
angle of 24°16'31", an arc length of 332.59 feet and whose chord bears
South 82°50'41" West a distance of 330.11 feet;
- 8.) South 70°42'25" West a distance of 55.61 feet to the most northerly corner
of Parcel 1 described at Reception Number 2013138893 in said Clerk and
Recorder's Office;

thence South 23°31'20" West, along the southeasterly line of said Parcel 1
described at Reception Number 2013138893, a distance of 23.92 feet to a point
of non-tangent curve;

thence along the arc of a curve to the right having a radius of 517.00 feet, a
central angle of 11°41'12", an arc length of 105.45 feet and whose chord bears
North 84°09'24" East a distance of 105.27 feet;

thence North 90°00'00" East a distance of 169.76 feet to a point of curve;

thence along the arc of a curve to the right having a radius of 717.00 feet, a

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central angle of 24°04'55", an arc length of 301.36 feet and whose chord bears South 77°57'32" East a distance of 299.15 feet;
thence South 65°55'05" East a distance of 110.00 feet to a point of curve;
thence along the arc of a curve to the left having a radius of 983.00 feet, a central angle of 11°58'37", an arc length of 204.91 feet and whose chord bears South 71°53'23" East a distance of 204.54 feet;
thence South 77°51'42" East a distance of 445.26 feet to a point of curve;
thence along the arc of a curve to the right having a radius of 367.00 feet, a central angle of 74°16'03", an arc length of 475.71 feet and whose chord bears South 40°43'40" East a distance of 443.10 feet;
thence South 03°35'39" East a distance of 252.22 feet to a point of curve;
thence along the arc of a curve to the right having a radius of 517.00 feet, a central angle of 20°38'28", an arc length of 186.40 feet and whose chord bears South 06°44'05" West a distance of 185.40 feet;
thence South 17°03'49" West a distance of 290.75 feet to a point on the northerly line of a parcel of land described at Reception Number 2004097615 in said Clerk and Recorder's Office;

thence along said northerly line of a parcel of land described at Reception Number 2004097615 the following two (2) courses:

- 1.) North 87°55'55" East a distance of 317.93 feet;
- 2.) North 89°18'01" East a distance of 264.63 feet to a point that is 99.76 feet from the northeast corner of said parcel of land described at Reception Number 2004097615;

thence North 15°06'00" East a distance of 95.31 feet to a point of curve;
thence along the arc of a curve to the left having a radius of 392.00 feet, a central angle of 15°47'59", an arc length of 108.10 feet and whose chord bears North 07°12'01" East a distance of 107.75 feet;
thence North 00°41'59" West, parallel with and 59.00 feet westerly of said easterly line of the Northwest Quarter of Section 15, a distance of 962.42 feet to the POINT OF BEGINNING.

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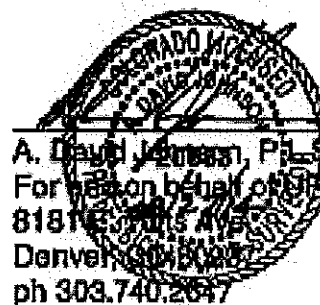
Page 7 of 13

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EXHIBIT A

Containing 782,460 square feet or 17.963 acres, more or less.

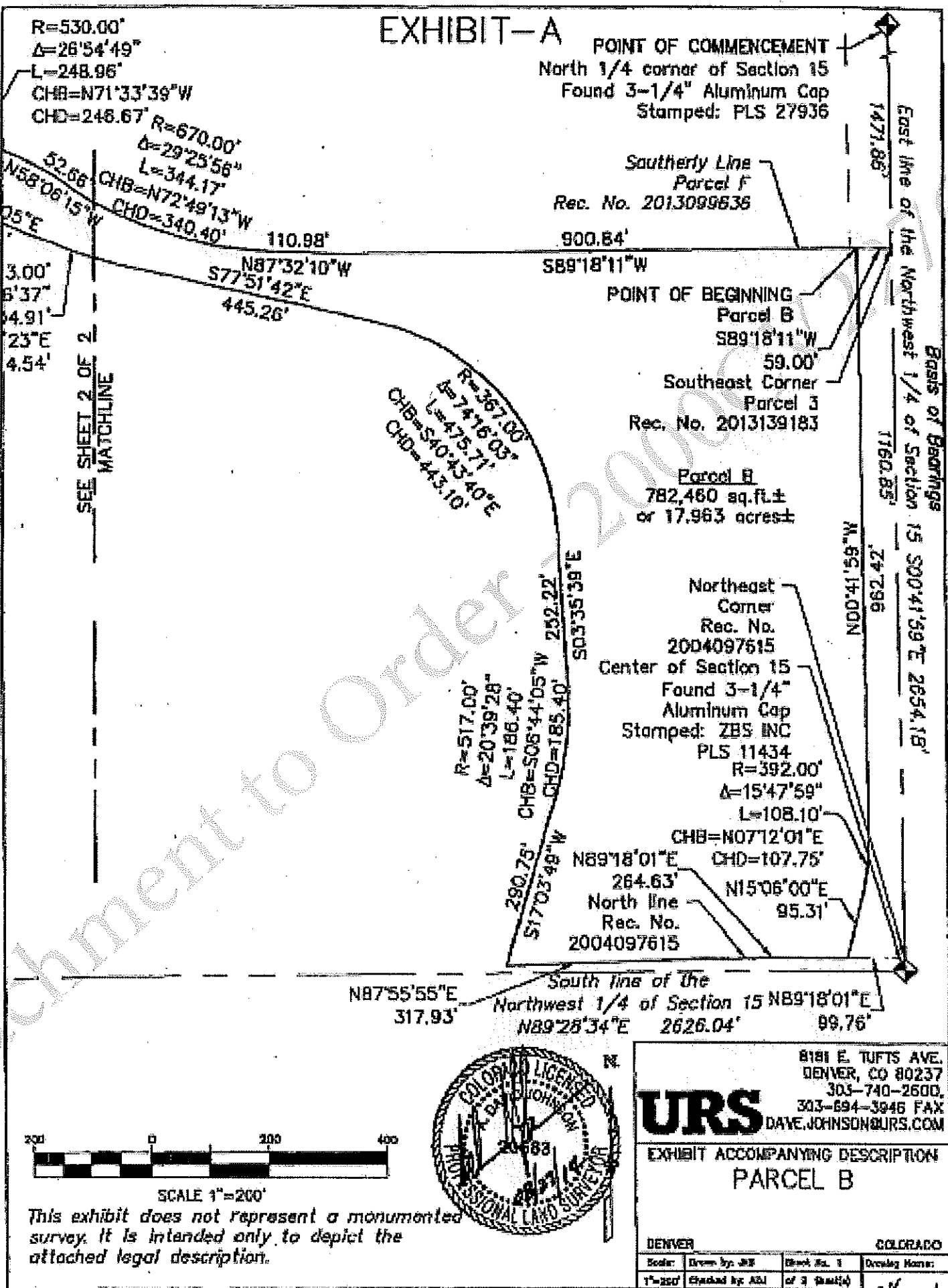
BASIS OF BEARING: Bearings are based on the east line of the Northwest Quarter of Section 15, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, bearing South 00°41'59" East based on NAD 83/92 Colorado Central Zone State Plane Coordinates. The North Quarter Corner of said Section 15 is a 3-1/4" aluminum cap stamped PLS 27936 in a range box. The Center of said Section 15 is a 3-1/4" aluminum cap stamped ZBS INC PLS 11434.


A. David Jensen, P.E. 20663
For Station behalf of ZBS Corporation
8181 E. 7th Ave.
Denver, CO 80231
ph 303.740.2647

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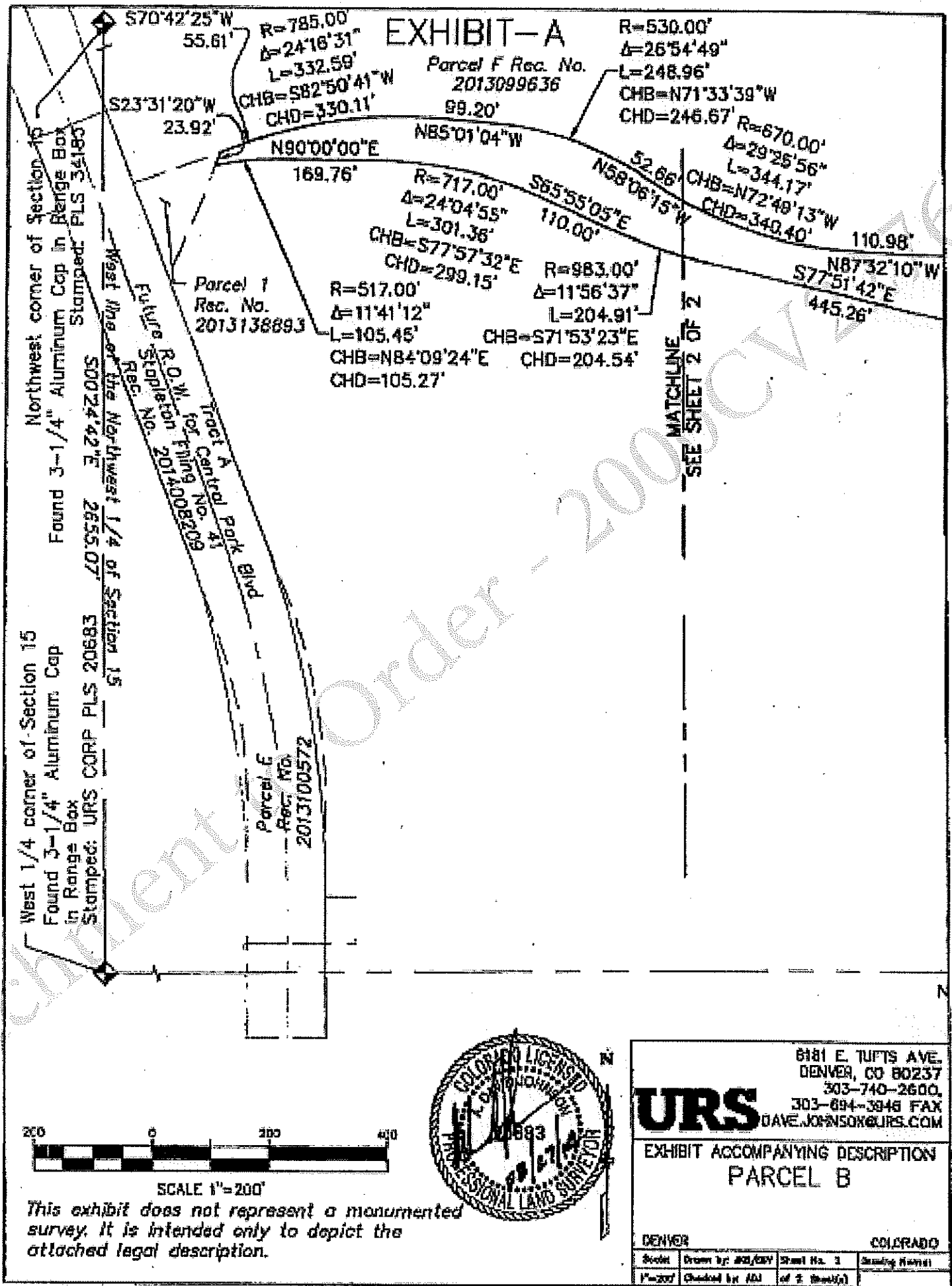


EXHIBIT A

Parcel C
Description

A part of the Northwest Quarter of Section 15, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 15;

thence South 00°41'59" East, along the easterly line of the Northwest Quarter said Section 15, a distance of 1471.88 feet to the southeast corner of Parcel 3 described at Reception Number 2013139183 in the Clerk and Recorder's Office of said City and County of Denver and the **POINT OF BEGINNING**;

thence South 00°41'59" East, along said easterly line of the Northwest Quarter of Section 15, a distance of 1160.85 feet to the northeast corner of a parcel of land described at Reception Number 2004097615 in said Clerk and Recorder's Office;

thence South 89°18'01" West, along the northerly line of said parcel of land described at Reception Number 2004097615, a distance of 99.76 feet;

thence North 15°06'00" East a distance of 95.31 feet to a point of curve;

thence along the arc of a curve to the left having a radius of 392.00 feet, a central angle of 15°47'59", an arc length of 108.10 feet and whose chord bears North 07°12'01" East a distance of 107.75 feet;

thence North 00°41'59" West, parallel with and 59.00 feet westerly of said easterly line of the Northwest Quarter of Section 15, a distance of 982.42 feet to the southerly line of said parcel of land described at Reception Number 2013139183;

thence North 89°18'11" East, along said southerly line of a parcel of land described at Reception Number 2013139183, a distance of 59.00 feet to the **POINT OF BEGINNING**.

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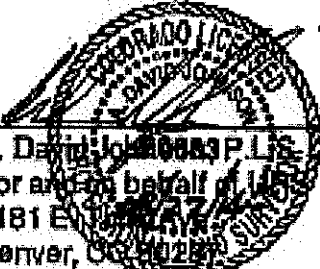
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EXHIBIT A

Containing 71,561 square feet or 1.643 acres, more or less.

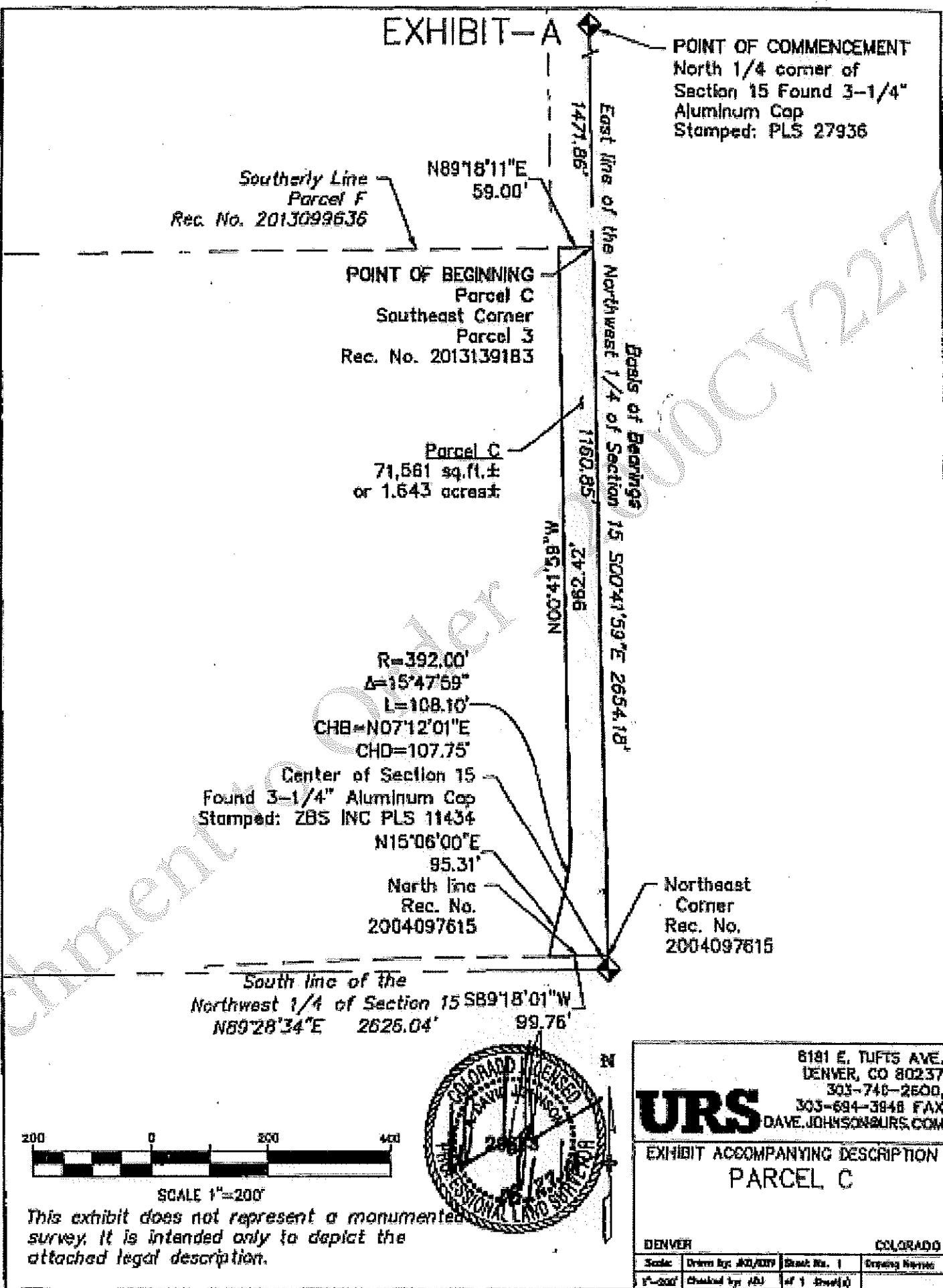
BASIS OF BEARING: Bearings are based on the east line of the Northwest Quarter of Section 15, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, bearing South 00°41'59" East based on NAD 83/92 Colorado Central Zone State Plane Coordinates. The North Quarter Corner of said Section 15 is a 3-1/4" aluminum cap stamped PLS 27936 in a range box. The Center of said Section 15 is a 3-1/4" aluminum cap stamped ZBS INC PLS 11434.


A. David Johnson, P.E.
For and on behalf of JBS Corporation
8181 E. 1st Avenue
Denver, CO 80231
ph 303.740.2647

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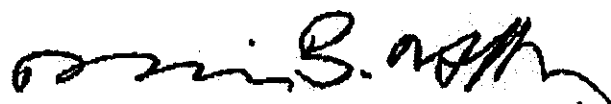
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DISTRICT COURT, DENVER COUNTY, COLORADO		DATE FILED: November 25, 2015 8:06 AM CASE NUMBER: 2000CV2276
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202		
Plaintiff(s) WESTERLY CREEK METRO DIST v. Defendant(s) NONE		⚠ COURT USE ONLY ⚠ Case Number: 2000CV2276 Division: 209 Courtroom:
Order: Order of Inclusion - Part 2		

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 11/25/2015



MORRIS B HOFFMAN
District Court Judge

Exhibit A

**PARCEL 1
LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF A PARCEL D AS RECORDED AT RECEPTION NO. 2004050018 IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER (RECEPTION NO. 20041029001091970 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER) WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 34 BEARS N88°06'32"W 247.87 FEET, BEING A POINT OF NON-TANGENT CURVE CONCAVE WESTERLY WHOSE RADIUS POINT BEARS N89°53'52"W 170.00 FEET;

THENCE SOUTHERLY 112.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°48'05" TO A POINT OF TANGENCY;

THENCE S37°54'13"W 204.49 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 280.00 FEET;

THENCE SOUTHWESTERLY 71.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'41" TO A POINT OF NON-TANGENCY;

THENCE N00°21'21"W 48.82 FEET;

THENCE S89°32'49"W 689.50 FEET;

THENCE N00°21'28"W 141.13 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D;

THENCE N80°00'00"E 37.20 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL D FOR THIS AND THE NEXT FOUR COURSES;

THENCE N88°44'13"E 99.20 FEET;

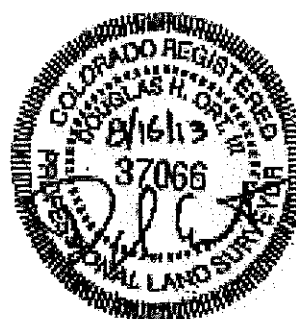
THENCE N89°31'00"E 207.11 FEET;

THENCE N00°00'00"E 134.38 FEET;

THENCE N89°38'18"E 544.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 180,935 SQUARE FEET OR 4.154 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING ASSUMED N89°35'05"E, AS MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 31928 AND ON THE EAST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 20683.



DOUGLAS H. ORT III,
COLORADO PLS 37066

Prepared by: Accurate EngiSurv LLC
10155 Westmoor Drive Suite 120
Westminster, CO 80021
303-685-5505

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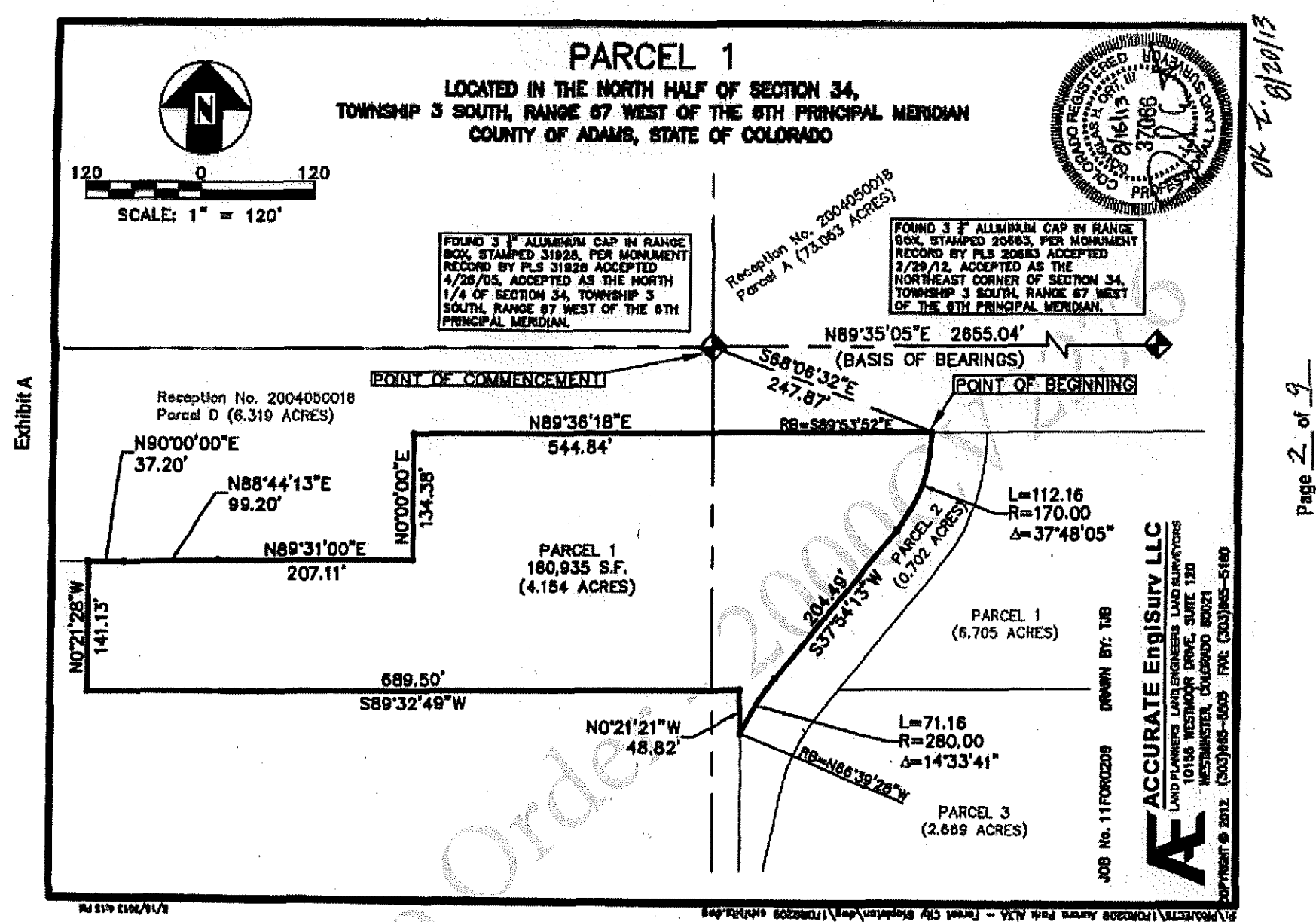


Exhibit A

**PARCEL 2
LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARCEL D AS RECORDED AT RECEPTION NO. 2004050018 IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER (RECEPTION NO. 20041029001091970 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER) WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 34 BEARS N88°08'32"W 247.87 FEET;

THENCE N89°35'18"E 60.00 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1 AS RECORDED AT RECEPTION NO. 2012000079581 OF SAID ADAMS COUNTY;

THENCE S00°00'00"E 0.11 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 1, TO A POINT OF CURVE CONCAVE WESTERLY HAVING A RADIUS OF 230.00 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL 1, SOUTHERLY 152.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°54'13" TO A POINT OF TANGENCY;

THENCE S37°54'13"W 172.47 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE S37°54'13"W 32.02 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 220.00 FEET;

THENCE SOUTHWESTERLY 100.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°15'56" TO A POINT OF TANGENCY;

THENCE S11°30'17"W 182.82 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 25TH AVE.;

THENCE S89°31'42"W 7.34 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 25TH AVE.;

THENCE N00°21'21"W 226.19 FEET TO THE POINT OF NON TANGENT CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS S86°39'28"E 280.00 FEET;

THENCE NORTHEASTERLY 71.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'41" TO A POINT OF TANGENCY;

THENCE N37°54'13"E 204.49 FEET TO A POINT OF CURVE CONCAVE WESTERLY HAVING A RADIUS OF 170.00 FEET;

THENCE NORTHERLY 112.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°48'05" TO THE POINT OF BEGINNING.

CONTAINING 30,563 SQUARE FEET OR 0.702 ACRES, MORE OR LESS.

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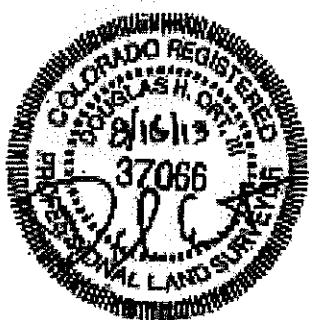
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Exhibit A

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 34, TOWNSHIP 3 SOUTH, RANGE 87 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING ASSUMED N89°35'05"E, AS MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 31928 AND ON THE EAST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 20683.



DOUGLAS H. ORT III,
COLORADO PLS 37066

Attachment to Order - 2000CV2276

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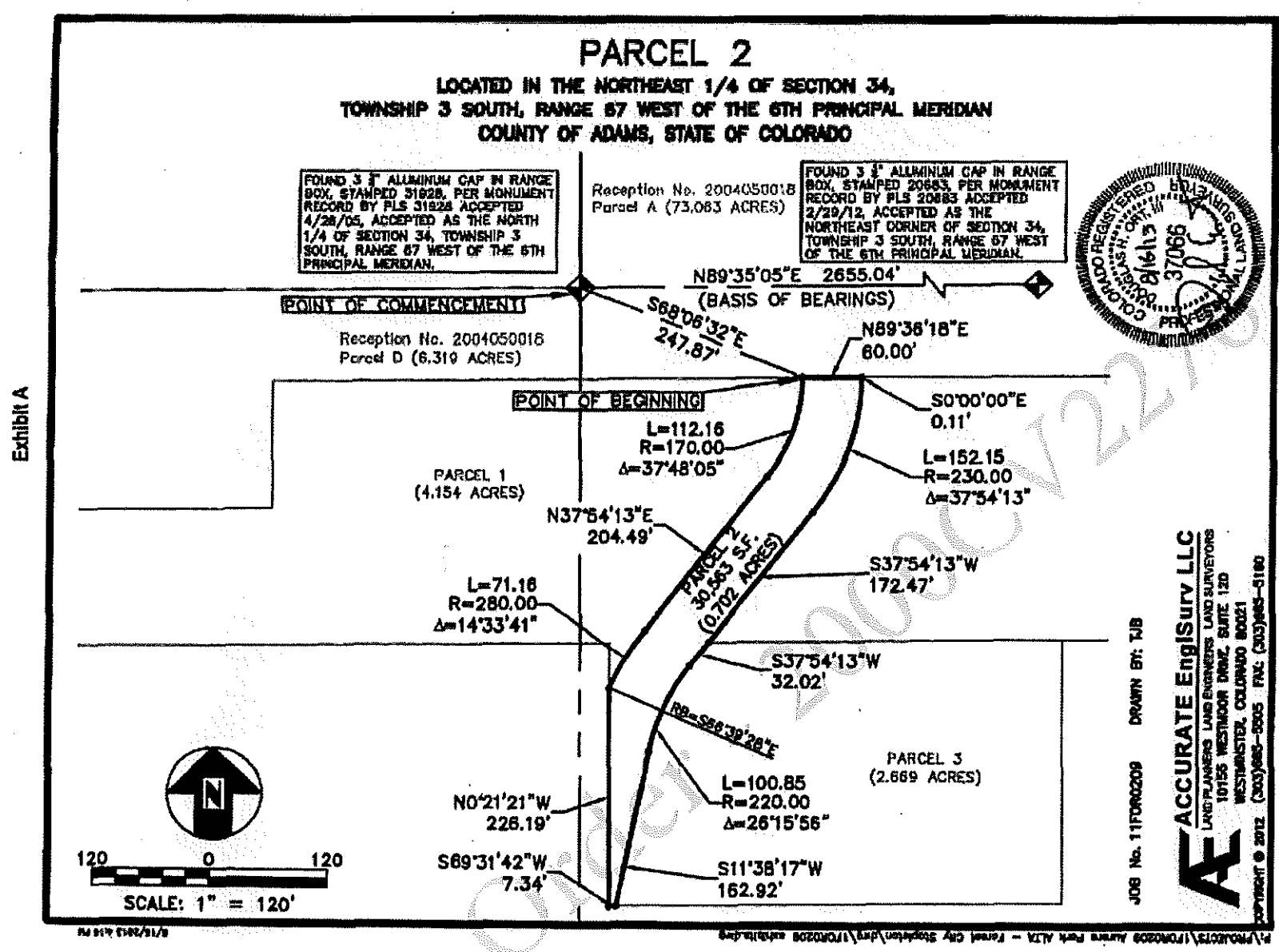


Exhibit A

**PARCEL 3
LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARCEL 1 AS RECORDED AT RECEPTION NO. 2012000078581 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, ALSO BEING THE NORTHWESTERLY CORNER OF LOT 35, BLOCK 7, NEW ENGLAND HEIGHTS, WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 34 BEARS N53°35'03"W 617.47 FEET;

THENCE S00°21'21"E 274.79 FEET ALONG THE WESTERLY LINE OF LOTS 35 THROUGH 25, BLOCK 7, OF SAID NEW ENGLAND HEIGHTS, TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 25TH AVE.;

THENCE S89°31'42"W 457.52 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 25TH AVE.;

THENCE N11°38'17"E 192.92 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 220.00 FEET;

THENCE NORTHEASTERLY 100.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°15'58" TO A POINT OF TANGENCY;

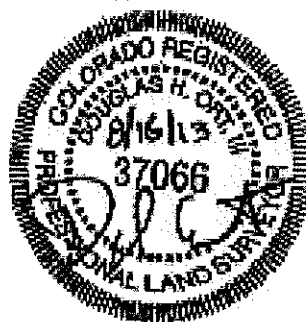
THENCE N37°54'13"E 32.02 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE N89°32'02"E 361.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 116,273 SQUARE FEET OR 2.669 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING ASSUMED N89°35'05"E, AS MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 31926 AND ON THE EAST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 20683.

DOUGLAS H. ORT III,
COLORADO PLS 37066



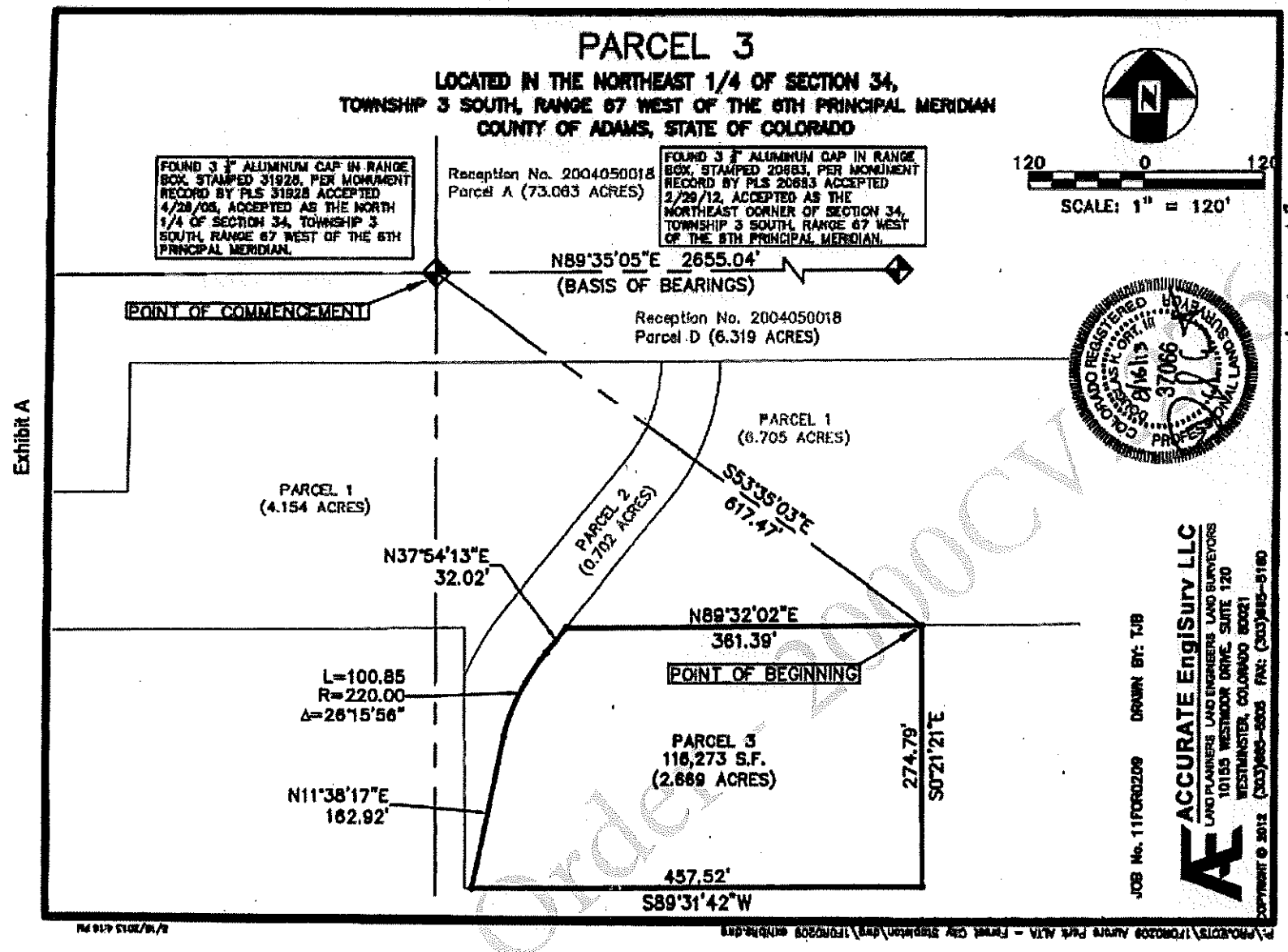
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9/11/2013
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Exhibit A

**PARCEL 4
LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARCEL 1 AS RECORDED AT RECEPTION NO. 2012000079581 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 34 BEARS N82°11'54"W 762.00 FEET;

THENCE N89°31'45"E 269.78 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, TO THE NORTHWEST CORNER OF PARCEL 6, AS RECORDED AT RECEPTION NO. 2012000079581 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE S00°21'04"E 275.00 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 6 TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 25TH AVE.;

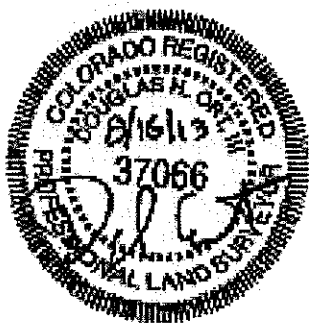
THENCE S89°31'42"W 269.78 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 25TH AVE.;

THENCE N00°21'21"W 275.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 74,187 SQUARE FEET OR 1.703 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING ASSUMED N89°35'06"E, AS MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 31928 AND ON THE EAST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 20683.

DOUGLAS H. ORT III,
COLORADO PLS 37066



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Page 8 of 9

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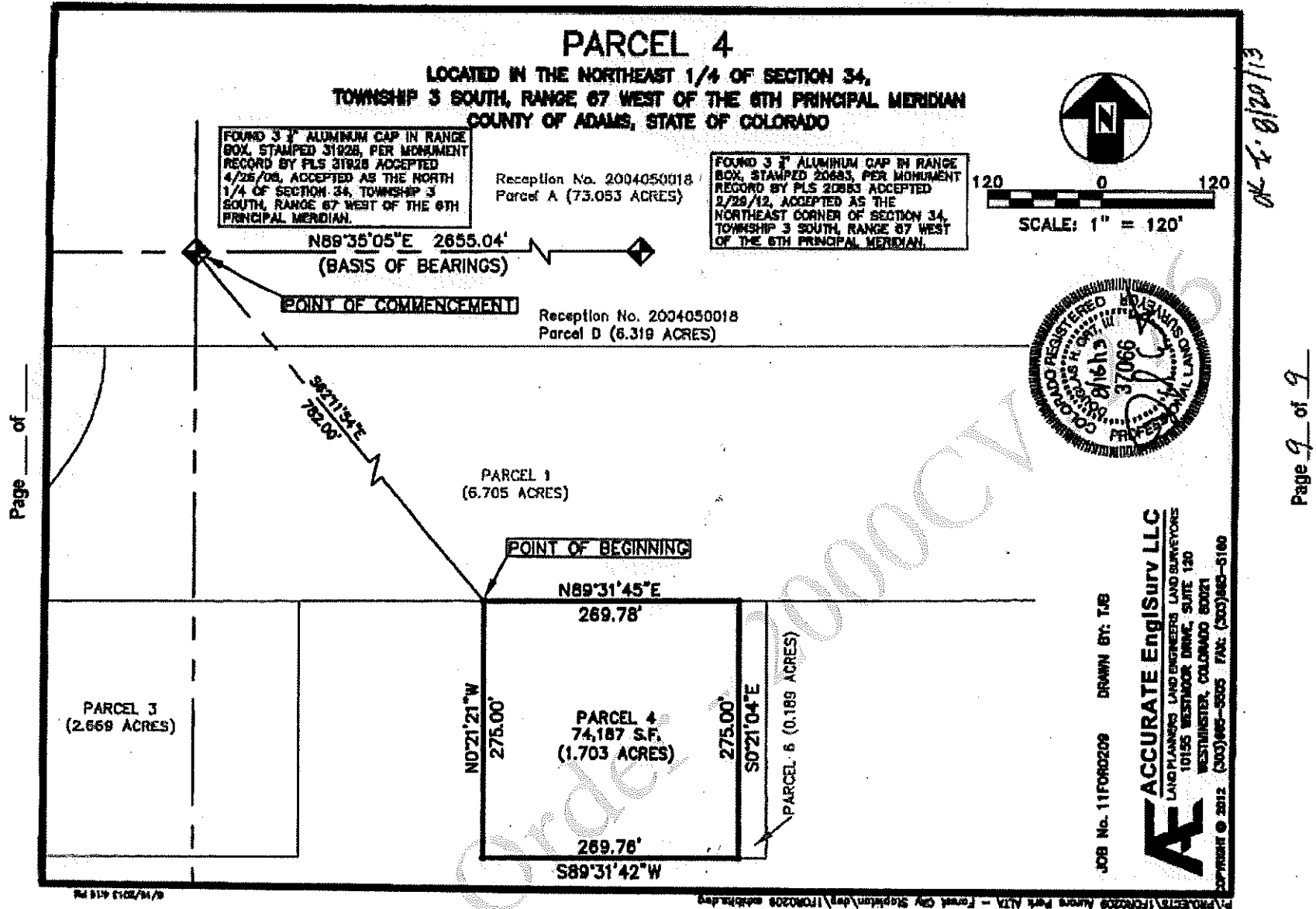


Exhibit A

PARCEL A1
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF VACATED GALENA STREET, AS RECORDED IN ORDINANCE 460 BOOK 375 PAGE 570, ADAMS COUNTY CLERK AND RECORDERS OFFICE, BEING ON THE EASTERLY LINE OF BLOCK 4, NEW ENGLAND HEIGHTS, WHENCE THE NORTHEAST CORNER OF SAID SECTION 34 BEARS N89°59'58"E 1100.37 FEET;

THENCE S00°22'14"E 274.98 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF EXISTING GALENA STREET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 25TH AVE.;

THENCE S89°31'45"W 264.79 FEET;

THENCE N00°00'00"E 275.01 FEET;

THENCE N89°32'00"E 263.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,570 SQUARE FEET OR 1.666 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING S89°42'43"W AS MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 20683 AND ON THE EAST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 20683.

DOUGLAS H. ORT III,
COLORADO PLS 37086



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Exhibit A

**PARCEL A3
LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 34 AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF VACATED GALENA STREET, AS RECORDED IN ORDINANCE 450 BOOK 375 PAGE 570, ADAMS COUNTY CLERK AND RECORDERS OFFICE, BEING ON THE SOUTHERLY LINE OF PARCEL A, AS RECORDED IN RECEPTION NUMBER 2005016991, CITY AND COUNTY OF DENVER CLERK AND RECORDERS OFFICE, WHENCE THE NORTHEAST CORNER OF SAID SECTION 34 BEARS N85°53'38"E 978.50 FEET;

THENCE N89°35'06"E 976.40 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL A TO A POINT ON THE EASTERLY LINE OF SECTION 34;

THENCE N89°42'43"E 300.30 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 3 AS DESCRIBED IN RECEPTION NO. 2012000079581, ADAMS COUNTY CLERK AND RECORDERS OFFICE;

THENCE S03°21'55"E 49.77 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 3 FOR THIS AND THE NEXT THREE (3) COURSES;

THENCE S03°43'40"W 56.61 FEET TO A POINT OF CURVE CONCAVE EASTERLY HAVING A RADIUS OF 383.00 FEET;

THENCE SOUTHERLY 24.92 FEET AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°43'41" TO A POINT OF TANGENCY;

THENCE S00°00'00"E 174.34 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 3;

THENCE S89°42'57"W 297.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35;

THENCE ALONG SAID WEST LINE N00°18'28"W 0.32 FEET;

THENCE S89°32'34"W 348.56 FEET ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 1, FLETCHER ELEMENTARY SUBDIVISION FILING NO. 1 TO THE NORTHWESTERLY CORNER OF SAID LOT 1;

THENCE S00°22'23"E 0.62 FEET ALONG THE WESTERLY LINE OF SAID LOT 1;

THENCE S89°37'57"W 299.76 FEET TO THE SOUTHEASTERLY CORNER OF VACATED GENEVA STREET PER ORDINANCE 450, BOOK 375, PAGE 570, ADAMS COUNTY CLERK AND RECORDERS OFFICE;

THENCE S89°33'13"W 60.00 FEET TO THE SOUTHWESTERLY CORNER OF VACATED GENEVA STREET PER ORDINANCE 450, BOOK 375, PAGE 570, ADAMS COUNTY CLERK AND RECORDERS OFFICE;

THENCE S89°34'12"W 269.70 FEET SOUTHEASTERLY CORNER OF VACATED GALENA STREET PER ORDINANCE 450, BOOK 375, PAGE 570, ADAMS COUNTY CLERK AND RECORDERS OFFICE;

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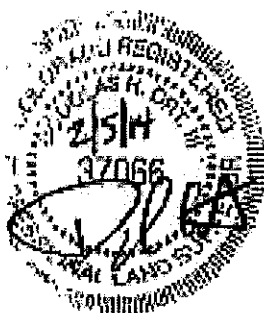
Exhibit A

THENCE N00°22'14"W 305.79 FEET ALONG THE EASTERLY LINE OF GALENA STREET TO THE POINT
OF BEGINNING.

CONTAINING 389,696 SQUARE FEET OR 8.944 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-
QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING
S89°42'43"W AS MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS
20683 AND ON THE EAST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 20683.

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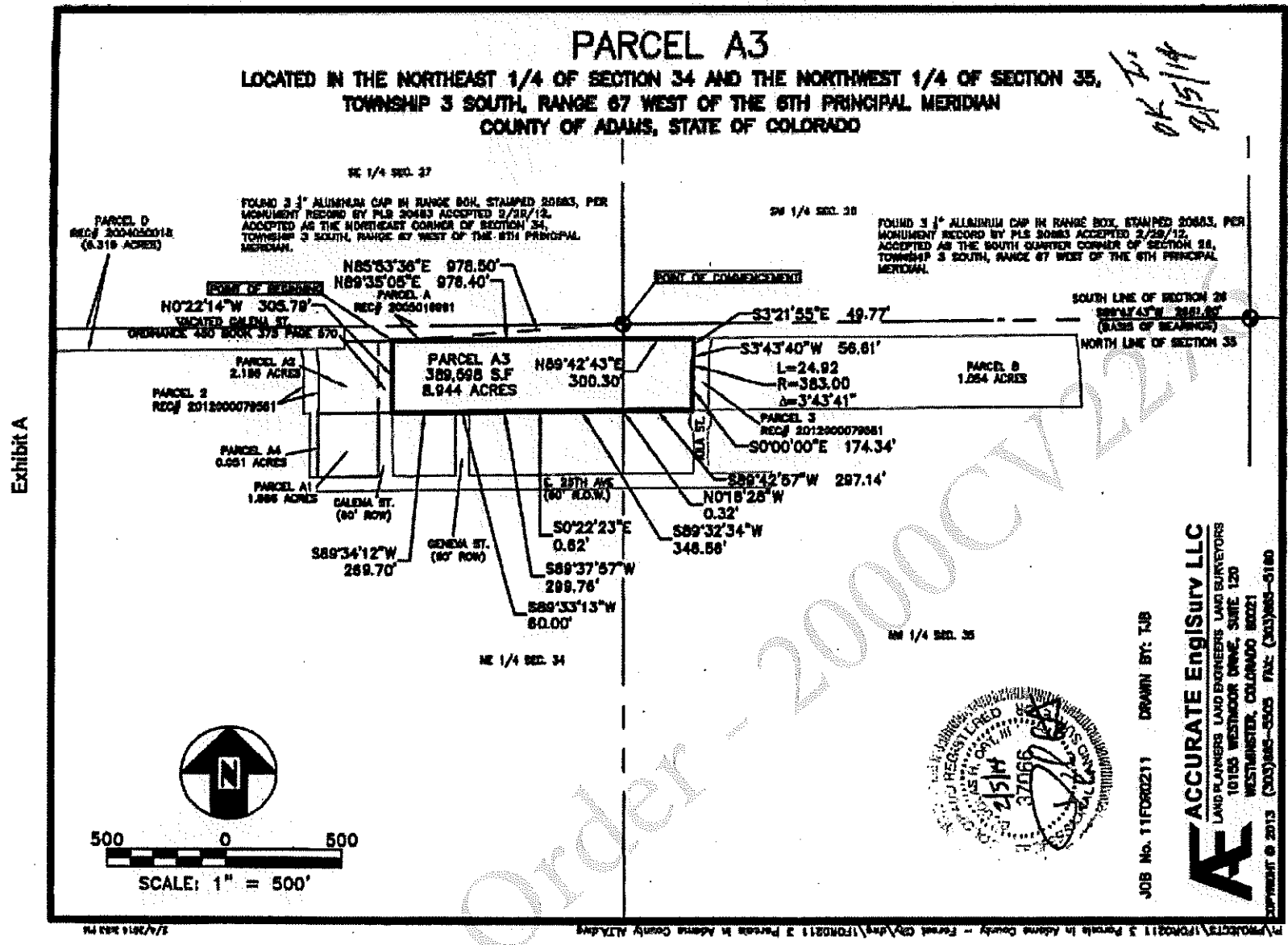


Exhibit A

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Exhibit A

**PARCEL B
LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 87 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 3 AS DESCRIBED IN RECEPTION NO. 2012000079581, ADAMS COUNTY CLERK AND RECORDERS OFFICE, BEING A POINT IN THE SOUTHERLY LINE OF PARCEL A AS DESCRIBED IN RECEPTION NO. 2005016991, CITY AND COUNTY OF DENVER CLERK AND RECORDERS OFFICE, WHENCE THE NORTHWEST CORNER OF SAID SECTION 35 BEARS N80°50'42"W 384.01 FEET;

THENCE N89°42'43"E 1,552.75 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL A, THE SOUTHERLY LINE OF A 1.14 ACRE PARCEL DESCRIBED IN RECEPTION NO. 2012001705, CITY AND COUNTY OF DENVER CLERK AND RECORDERS OFFICE, AND THE SOUTHERLY LINE OF PARCEL 3A AS DESCRIBED IN RECEPTION NO. 2012000017431, ADAMS COUNTY CLERK AND RECORDERS OFFICE, TO THE NORTHWESTERLY CORNER OF PARCEL 4 AS DESCRIBED IN RECEPTION NO. 2012000079581, ADAMS COUNTY CLERK AND RECORDERS OFFICE;

THENCE S05°00'00"E 165.33 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 4 FOR THIS AND THE NEXT THREE (3) COURSES, TO A POINT OF NON-TANGENT CURVE CONCAVE WESTERLY WHOSE RADIUS POINT BEARS S84°58'23"W 987.53 FEET;

THENCE SOUTHERLY 79.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°43'58" TO A POINT OF NON-TANGENCY;

THENCE S00°17'42"E 37.33 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE EASTERLY WHOSE RADIUS POINT BEARS N89°40'37"E 55.76 FEET;

THENCE SOUTHERLY 24.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°54'27" TO A POINT OF NON-TANGENCY, BEING THE SOUTHWESTERLY CORNER OF SAID PARCEL 4;

THENCE S89°42'43"W 1,590.38 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 3;

THENCE N00°00'00"E 174.01 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 3 FOR THIS AND THE NEXT THREE (3) COURSES, TO A POINT OF CURVE CONCAVE EASTERLY HAVING A RADIUS OF 317.00 FEET;

THENCE NORTHERLY 20.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°43'40" TO A POINT OF TANGENCY;

THENCE N03°43'40"E 62.93 FEET;

THENCE N10°53'00"E 48.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 481,543 SQUARE FEET OR 11.055 ACRES, MORE OR LESS.

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Exhibit A

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-
QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING
S89°42'43"W AS MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS
20683 AND ON THE EAST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 20683.

DOUGLAS H. ORT III,
COLORADO PLS 37066

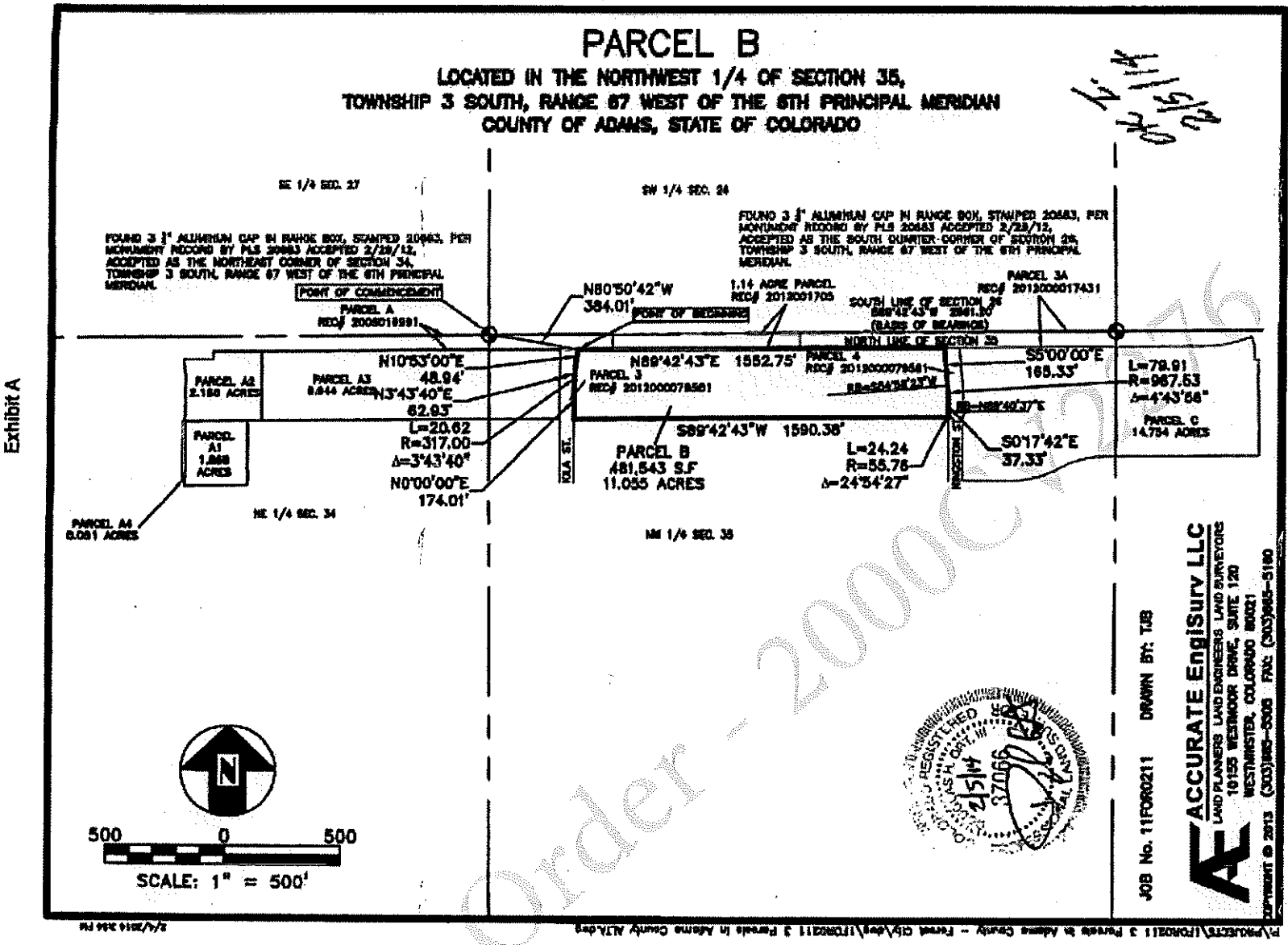


Attachment to Order - 2000CV2276

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Exhibit A

**PARCEL C
LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 4 AS DESCRIBED IN RECEPTION NO. 2012000079581, ADAMS COUNTY CLERK AND RECORDERS OFFICE, BEING A POINT ON THE SOUTHERLY LINE OF PARCEL 3A AS DESCRIBED IN RECEPTION NO 2012000017431, ADAMS COUNTY CLERK AND RECORDERS OFFICE, WHENCE THE NORTHWEST CORNER OF SAID SECTION 35 BEARS N88°28'51"W 1,997.77 FEET;

THENCE N89°42'43"E 663.96 FEET ALONG THE SOUTHERLY LINE SAID PARCEL 3A, AND ALONG THE SOUTHERLY LINE OF PARCEL 3B AS DESCRIBED IN RECEPTION NO. 2013037637, CITY AND COUNTY OF DENVER CLERK AND RECORDERS OFFICE, TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35;

THENCE N88°39'23"E 382.91 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 3B TO A POINT OF CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 572.11 FEET;

THENCE EASTERLY 202.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°17'02" TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 3B, BEING A POINT OF NON-TANGENT REVERSE CURVE CONCAVE WESTERLY WHOSE RADIUS POINT BEARS S70°25'48"W 255.84 FEET, AND BEING A POINT ON THE WESTERLY LINE OF PARCEL 5 AS DESCRIBED IN RECEPTION NO. 2013037637, CITY AND COUNTY OF DENVER CLERK AND RECORDERS OFFICE;

THENCE SOUTHERLY 98.03 FEET ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 21°57'18" TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 5, BEING A POINT OF NON-TANGENCY;

THENCE N89°39'23"E 15.34 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 5 AND THE WESTERLY RIGHT-OF-WAY LINE OF MOLINE ST.;

THENCE S80°17'28"E 414.40 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MOLINE ST. TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 25TH AVE.;

THENCE S89°37'32"W 600.14 FEET ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF EAST 25TH AVE. FOR THIS AND THE FOUR (4) COURSES;

THENCE S89°41'16"W 80.00 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE SOUTHERLY WHOSE RADIUS POINT BEARS S80°19'38"E 405.25 FEET;

THENCE WESTERLY 203.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°45'47" TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 405.25 FEET;

THENCE WESTERLY 203.44 FEET ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 28°45'47" TO A POINT OF TANGENCY;

THENCE S89°40'23"W 210.30 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF KINGSTON ST.;

THENCE N00°17'42"W 270.79 FEET ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF KINGSTON ST., TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 4;

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Exhibit A

THENCE N89°42'43"E 2.47 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 4;

THENCE N00°17'42"W 60.82 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 4 FOR THIS AND
THE NEXT TWO (2) COURSES, TO A POINT OF NON-TANGENT CURVE CONCAVE WESTERLY
WHOSE RADIUS POINT BEARS S89°42'17"W 1,042.31 FEET;

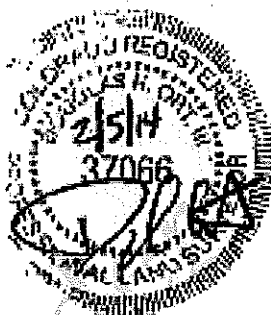
THENCE NORTHERLY 77.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'21"
TO A POINT OF NON-TANGENCY;

THENCE N05°00'00"W 167.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 642,876 SQUARE FEET OR 14.754 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-
QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 87 WEST OF THE 6TH P.M., BEING
S89°42'43"W AS MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS
20683 AND ON THE EAST BY A 3 1/4" ALUMINUM CAP IN RANGE BOX, PLS 20683.

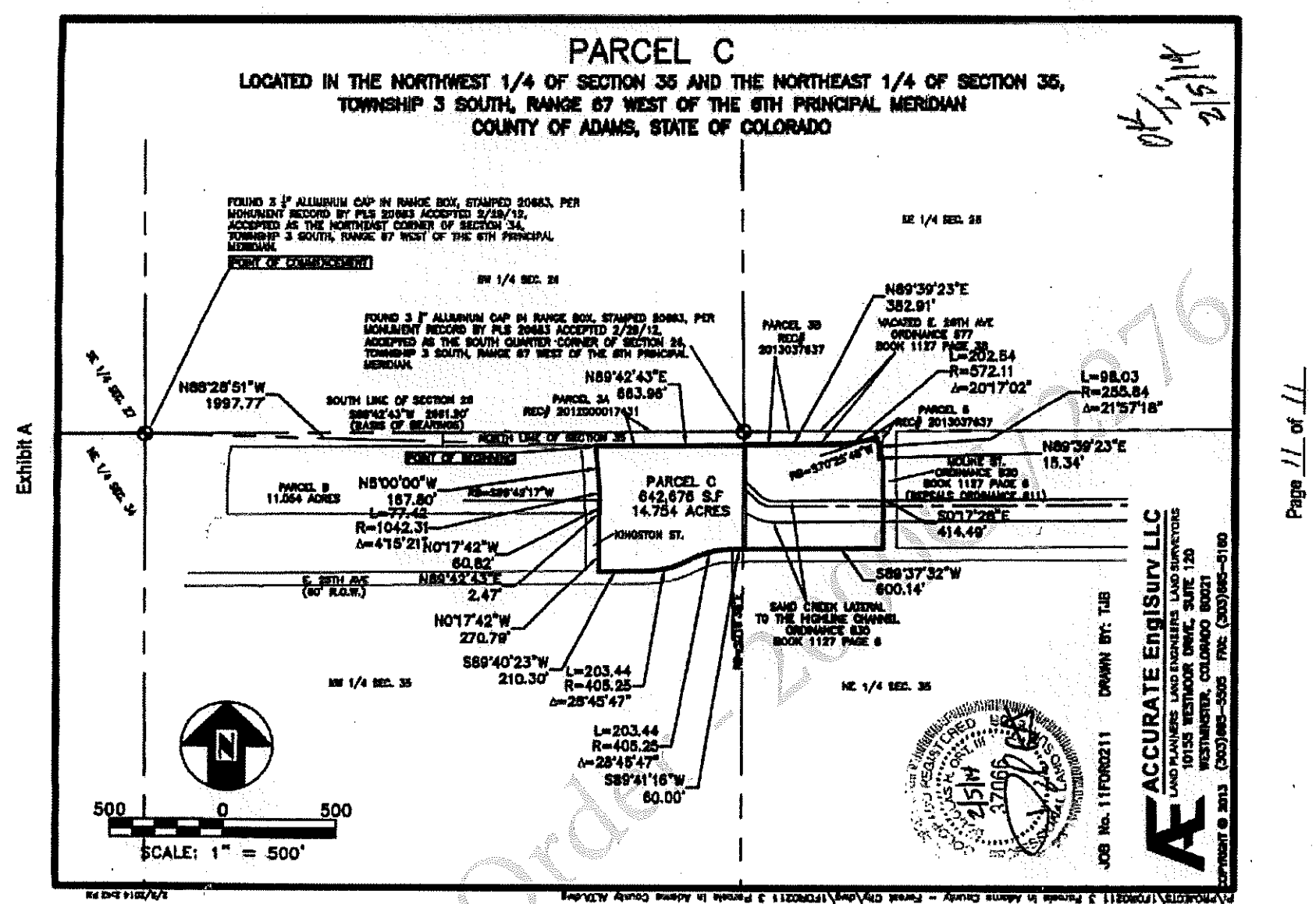
DOUGLAS H. ORT III,
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DATED this ____ day of _____, 2015.

BY THE COURT:

District Court Judge

Attachment to Order - 2000CV2276

EFFECTIVE DATE: 3-26-16

ORDINANCE NO. 2016 - 03

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING THE NORTHWEST CORNER OF 25TH AVENUE AND ELMIRA STREET, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, FROM PD-SFD (PLANNED DEVELOPMENT - SINGLE-FAMILY DETACHED DISTRICT) TO SIR (SUSTAINABLE INFILL AND REDEVELOPMENT DISTRICT) AND AMENDING THE ZONING MAP ACCORDINGLY (25th Ave & Elmira Rezone)

WHEREAS, Section 146-401(A)(2) of the City Code provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, the Applicant requests rezoning of 0.9 acres on the northwest corner of 25th Avenue and Elmira Street (the "Property") from PD-SFD (Planned Development - Single-Family Detached District) to SIR (Sustainable Infill and Redevelopment District) in order to reuse an existing warehouse building as a mixed-use office and residential development; and

WHEREAS, the SIR District is the only zone district that permits this mixed-use concept at this time; and

WHEREAS, on January 13, 2016, following a public hearing thereon, the Planning and Zoning Commission voted unanimously (6-0 with one absent) to recommend the rezoning of the Property; and

WHEREAS, under Section 146-401(A)(2) of the City Code, the City Council has the sole discretion to accept or reject the recommendation of the Planning and Zoning Commission; and

WHEREAS, based upon the evidence presented at the public hearing conducted at tonight's meeting, the Applicant has demonstrated that: (i) the rezoning of the Property will not change the predominant character of the area, and (ii) the proposed rezoning is compatible with surrounding development.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council finds and determines that it is appropriate to accept the recommendation of the Planning and Zoning Commission and approve the rezoning of the Property.

Section 2. The Property, as further described and depicted in Exhibits A and B attached hereto and incorporated herein, is rezoned from PD-SFD (Planned Development - Single-Family Detached District) to SIR (Sustainable Infill and Redevelopment District).

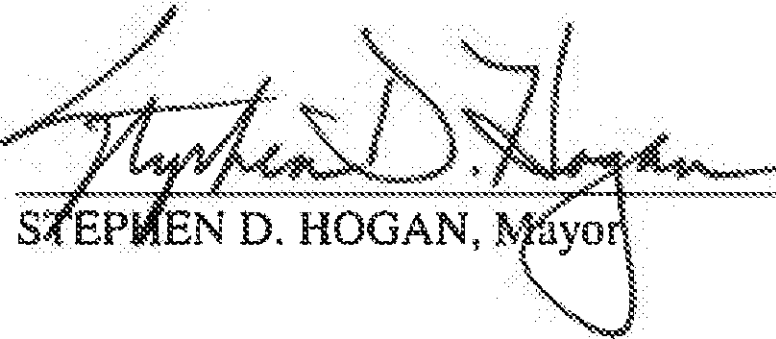
Section 3. The City zoning map is hereby amended in accordance with said rezoning.

Section 4. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

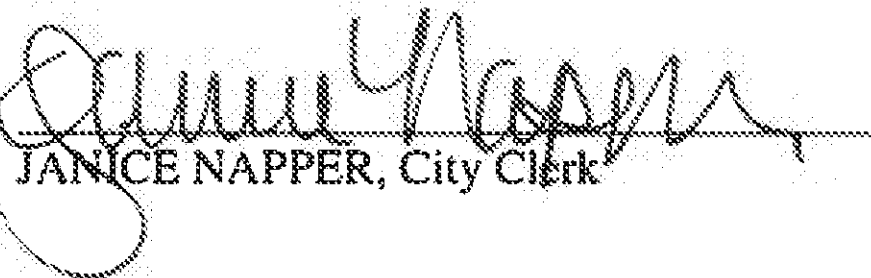
Section 5. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this 8th day of
February, 2016.

PASSED AND ORDERED PUBLISHED BY REFERENCE this 22nd day of
February, 2016.


STEPHEN D. HOGAN, Mayor

ATTEST:


JANICE NAPPER, City Clerk

APPROVED AS TO FORM:

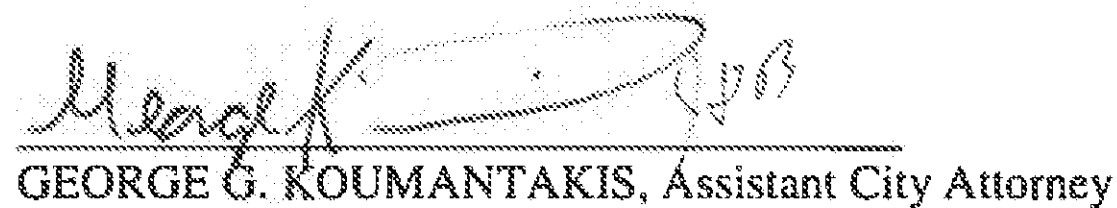

GEORGE G. KOUMANTAKIS, Assistant City Attorney

Exhibit "B"

Legal Description:

A parcel of land situated in the NE1/4 of Section 34, T.3S., R.67W. of the 6th P.M., City of Aurora, County of Adams, State of Colorado, being part of Lots 25 through 29, Block 7, New England Heights, more particularly described as follows:

Lots 25 through 29, Block 7, New England Heights except the West 8 feet thereof;

Also described as:

Beginning at the Southeast Corner of Lot 25, Block 7, New England Heights;
Thence S90°00'00"W along the South Line of said Lot 25, a distance of 127.00 feet;
Thence N00°00'00"E a distance of 125.00 feet to a point on the North Line of Lot 29, Block 7, New England Heights;
Thence N90°00'00"E along the North Line of said Lot 29, a distance of 127.00 feet to the Northeast Corner of said Lot 29 and the West R.O.W. Line of Elmira Street;
Thence S00°00'00"W along the East Line of said Block 7 and along the West R.O.W. Line of Elmira Street, a distance of 125.00 feet to the Point of Beginning.

Parcel Contains (15,875 Square Feet) 0.3644 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date prepared: October 23, 2015
Date of last revision:
Prepared by: Charles N. Beckstrom, PLS No. 33202
for and on behalf of
Engineering Service Company
1300 South Potomac Street, Suite 126
Aurora, Colorado 80012
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com

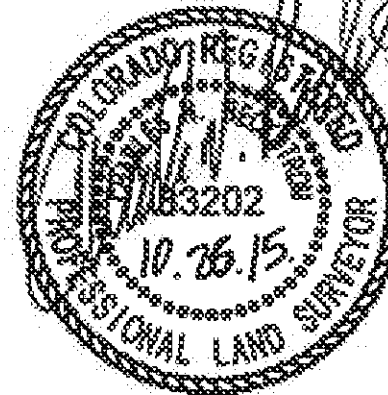
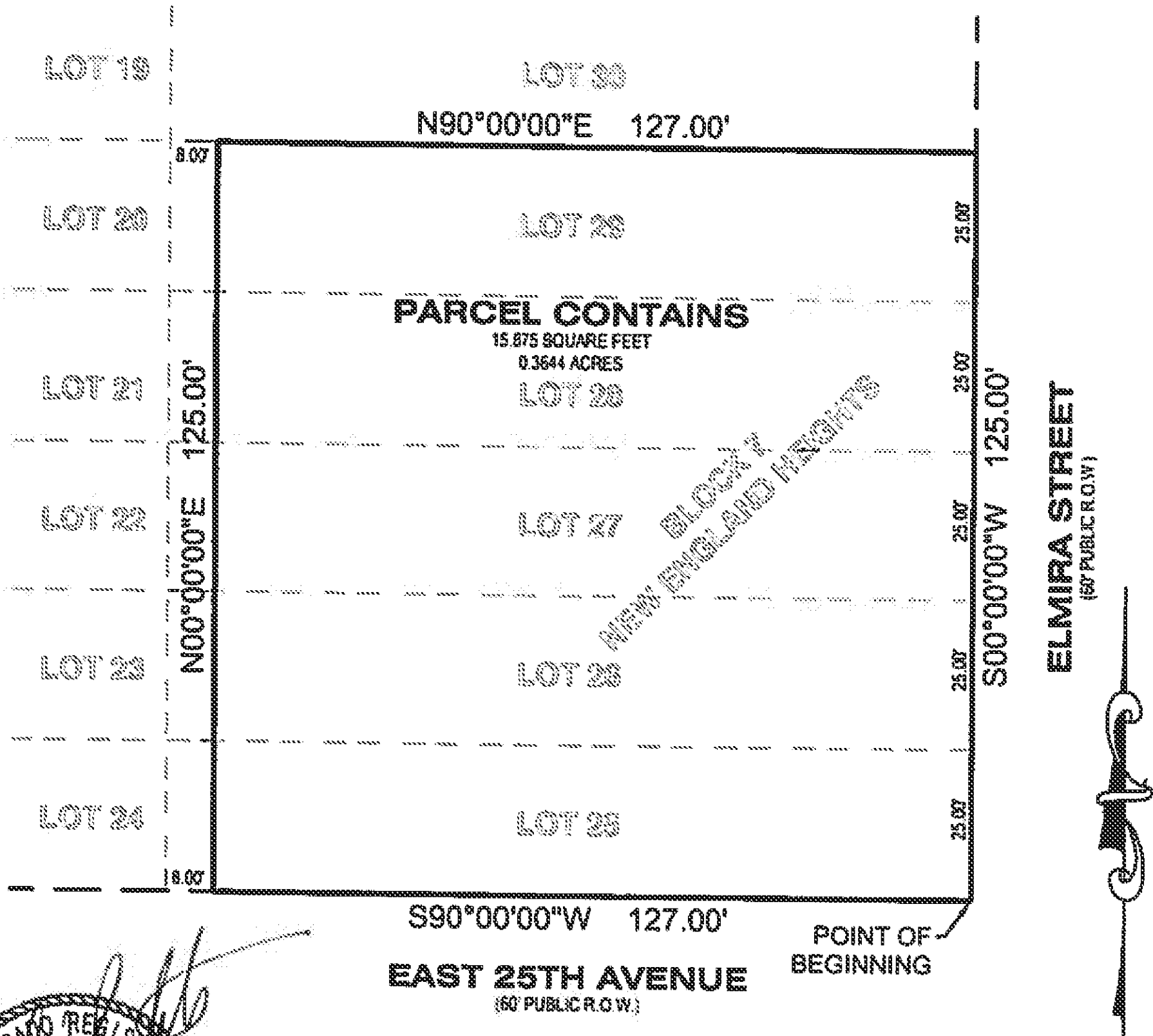


ILLUSTRATION FOR EXHIBIT "B"



OWNER:
2513 ELMIRA LLC
2513 ELMIRA STREET
AURORA COLORADO 80010

PREPARED BY:
ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, COLORADO 80012

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

CITY OF AURORA

DRAWN BY: DWV	CHECKED BY: JOP, CHB	DATE: 10/23/2015
SCALE: 1" = 30'	FILE NAME: N:\Projects\Ballard, Chad\2501 Elmira St. Aurora\CAD\Exhibit	

BOUNDARY EXHIBIT

A PART OF LOTS 25 - 29, BLOCK 7, NEW ENGLAND HEIGHTS
SITUATED IN THE NE 1/4 SECTION 34, T.3S., R. 87W., OF THE 8TH P.M.
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

Exhibit "B"

Lots 30 through 35, Block 7, New England Heights

Lots 30 through 35, inclusive, Block 7, New England Heights, located in the Northeast One-Quarter of Section 34, Township 3 South, Range 67 West of the 6th P.M., City of Aurora, County of Adams, State of Colorado

Parcel contains 20209.43 square feet, or 0.464 acres, more or less

This Property Description was prepared by

Diana E Askew, PLS 31928

For and on behalf of AECOM

8181 East Tufts Avenue

Denver, CO 80237



EXHIBIT "B"

Lots 30 through 35, Block 7, New England Heights
A Part of the NE 1/4 of Section 34,
Township 3 South, Range 67 West of the 6th P.M.
City of Aurora, County of Adams, State of Colorado

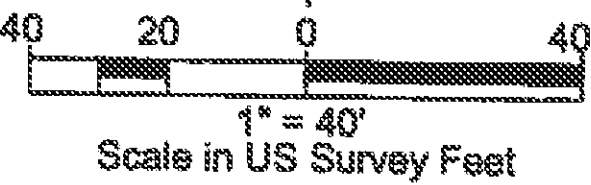
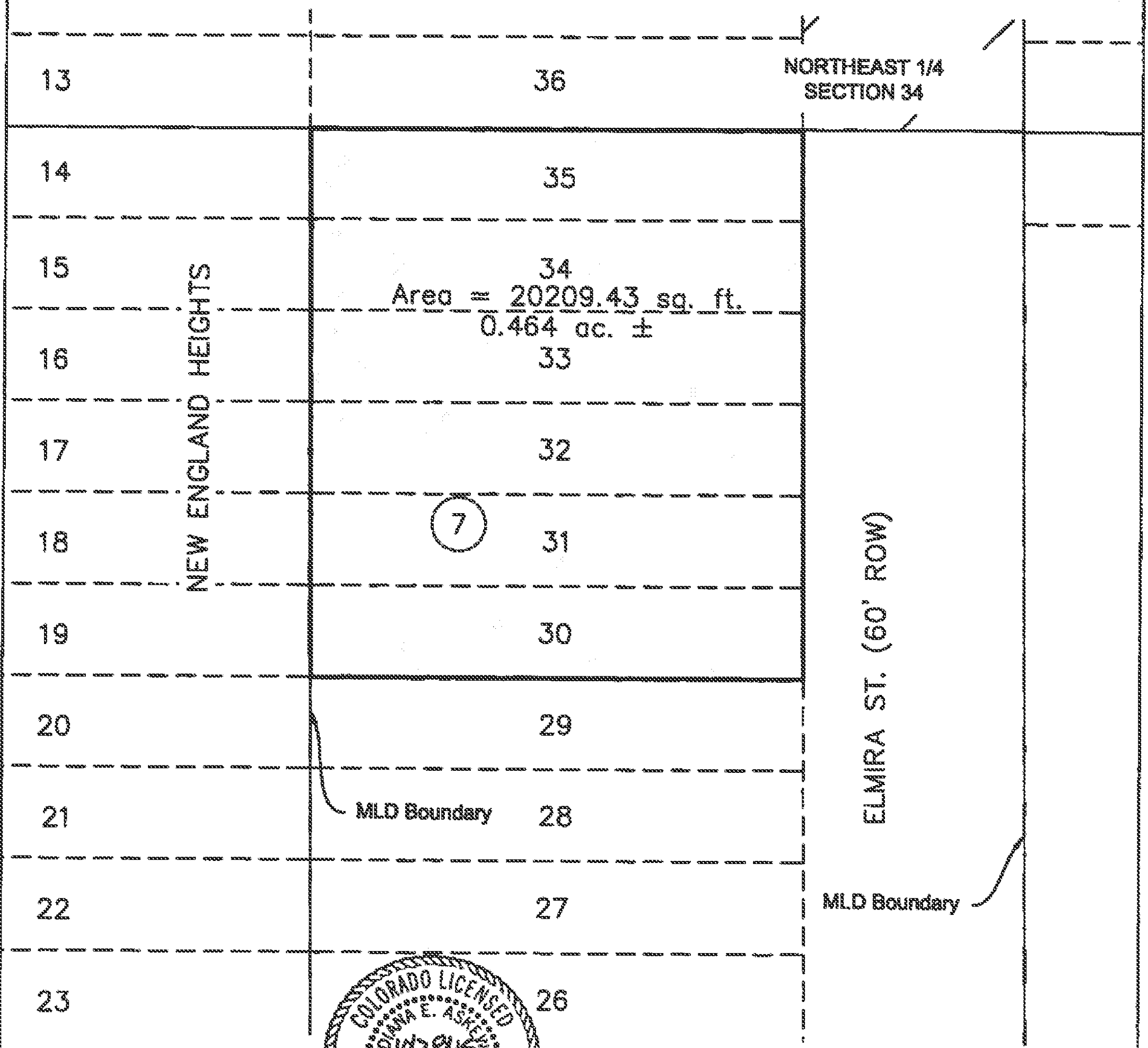


Exhibit Accompanying the
Attached Property Description.
NOT a Land Survey or Land
Survey Plat

AECOM 8181 East Tufts Avenue Denver, CO 80231 303.746.3000	
DATE: 10/26/15	PN: 22242970
PM: DEA	CHK: TIP

After Recording, Return to:
Airport Legal Services
Denver International Airport
8500 Pena Blvd., Room 9810
Denver, CO 80249-6340

Convenience Deed
No Doc Fee

PROPERTY DEED

NEW ENGLAND HEIGHTS, LOTS 30 THROUGH 35, BLOCK 7

THE CITY AND COUNTY OF DENVER, a Colorado municipal corporation ("City"), whose address is 1437 Bannock Street, Denver, Colorado 80202, for the consideration of ONE HUNDRED SIXTY-TWO THOUSAND DOLLARS and 00/100ths (\$162,000.00) and other good and valuable consideration, hereby conveys to BBCB-2513 ELMIRA, LLC, a Colorado limited liability company ("Grantee"), whose address is 9712 E. 32nd Avenue, Denver, Colorado 80238, the following real property in Adams County, State of Colorado, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

together with all rights, privileges and easements appurtenant to the Property, including without limitation, any and all development rights, air rights, ditches and ditch rights (including shares, if any, in any ditch company), and associated rights appurtenant to each of the foregoing (hereinafter collectively referred to as the "Property"), subject to all easements and rights-of-way, or rights of use for public roads and highways, public or private utilities, and other interests of record existing as of the date of the conveyance, and also subject to the reservation of the following to the City:

I. Reservations to the City. Conveyance of the Property to Grantee is subject to reservation of the following rights to the City:

A. Reservation of Mineral Rights. The City hereby reserves for itself and its successors and assigns any and all minerals, oil, gas and other hydrocarbon substances on and under the Property to the extent owned by the City.

B. Reservation of Underground Water Rights. The City hereby reserves for itself and its successors and assigns, any and all underground water and water rights to water underlying the Property.

C. Reservation of Utilities and Utility Easements. The City hereby reserves for itself and its successors and assigns all easements, licenses, and right of use for utilities, infrastructure, and appurtenances within the Property, including stormwater outfalls, existing at the time of transfer.

II. Restrictive Covenants. This Deed and the conveyance of the Property hereto shall be subject to the following (collectively, the "Restrictive Covenants"), which Restrictive



235 01330-74643 1

Covenants shall run with the land and be binding upon Grantee and its successors in interest. The Restrictive Covenants are for the benefit of the City.

A. No Aircraft Operations Covenant. The Property or any part thereof or any interest therein shall not be used for aircraft operations or aircraft flight operations and all runways and taxiways shall remain inoperable for aircraft operations.

B. Water Well Covenant. The Property or any part thereof or any interests therein shall not be utilized for the drilling or placement of a water well.

III. "As-Is" "Where-Is" Disclosure, Disclaimer and Release. Grantee accepts the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of this Property Deed.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns,
forever.

[Signatures on following page.]

EXECUTED TO BE EFFECTIVE as of the 25th day of JANUARY, 2017.

ATTEST:

CITY AND COUNTY OF DENVER

By: Debra Johnson
DEBRA A. JOHNSON,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: Michael B. Hancock
MAYOR MICHAEL B. HANCOCK

APPROVED AS TO FORM:

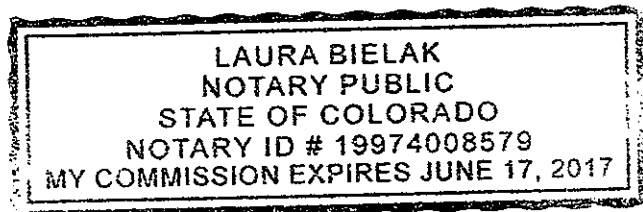
Kristin M. Bronson
City Attorney for the City and County of Denver

By: Debra Over
Assistant City Attorney

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2017 by Michael B. Hancock, Mayor of the City and County of Denver.

My commission expires: 6-17-2017



Laura Bielak
Notary Public

EXHIBIT A
Page 1 of 2

Lots 30 through 35, Block 7, New England Heights

Lots 30 through 35, inclusive, Block 7, New England Heights, located in the Northeast One-Quarter of Section 34, Township 3 South, Range 67 West of the 6th P.M., City of Aurora, County of Adams, State of Colorado

Parcel contains 20209.43 square feet, or 0.464 acres, more or less

This Property Description was prepared by
Diana E Askew, PLS 31928
For and on behalf of AECOM
8181 East Tufts Avenue
Denver, CO 80237



EXHIBIT A
Page 2 of 2

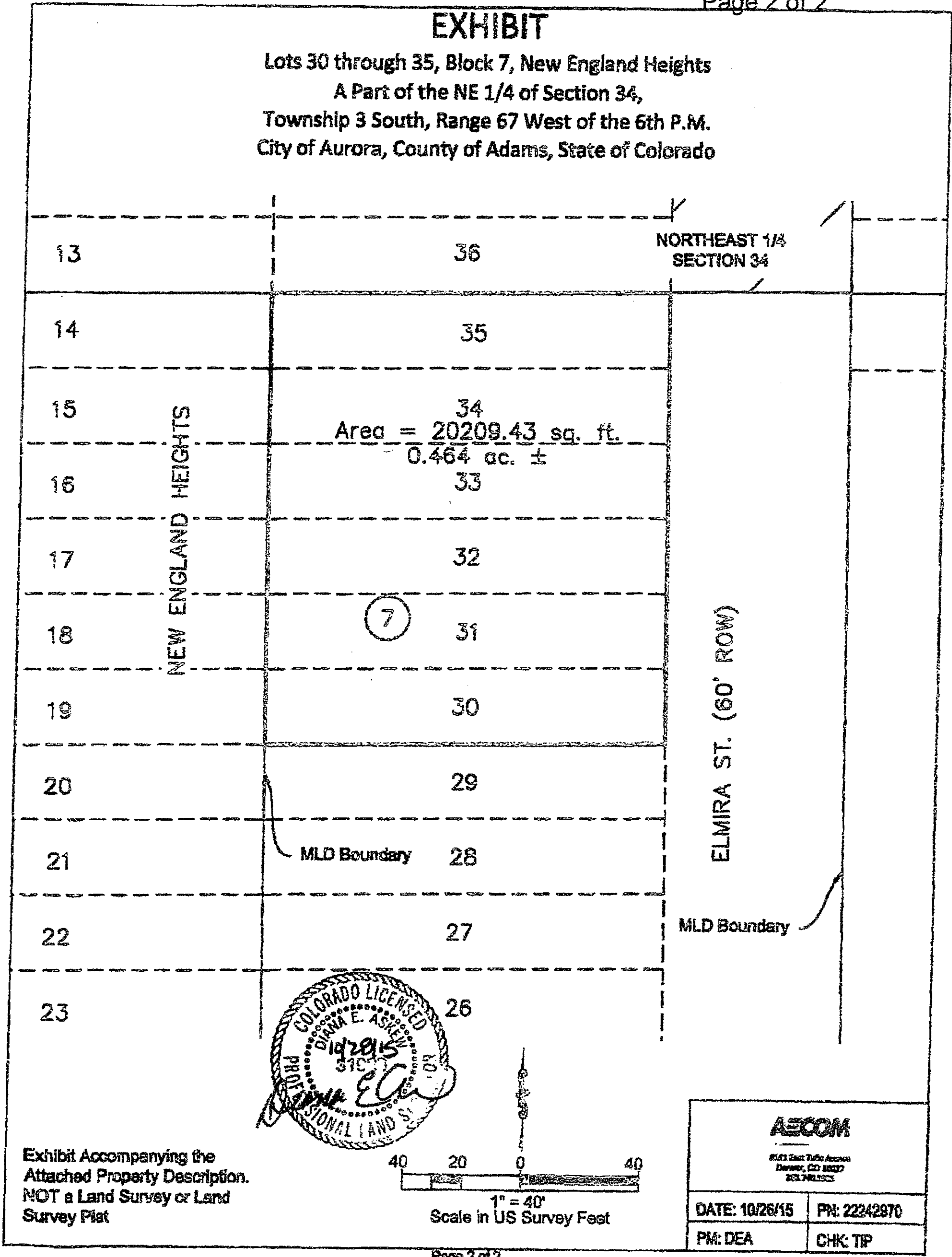


Exhibit Accompanying the
Attached Property Description.
NOT a Land Survey or Land
Survey Plat

1" = 40'
Scale in US Survey Feet

After Recording, Return to:
Airport Legal Services
Denver International Airport
8500 Pena Blvd., AOB – Room 9810
Denver, CO 80202

Convenience Deed
No Doc Fee

QUIT CLAIM DEED

NEW ENGLAND HEIGHTS, LOTS 30 THROUGH 35, BLOCK 7

THE CITY AND COUNTY OF DENVER, a Colorado municipal corporation ("City"), whose address is 1437 Bannock Street, Denver, Colorado 80202, for the consideration of Ten Dollars and no/100ths (\$10.00) in hand paid hereby quit claims to BBCB-2513 ELMIRA, LLC, a Colorado limited liability company ("Grantee"), whose address is 9712 E. 32nd Avenue, Denver, Colorado 80238, the following real property in Adams County, State of Colorado, to-wit:

All minerals, oil, gas and other hydrocarbon substances owned by the City and appurtenant to the property described on Exhibit A attached hereto and incorporated herein.

EXECUTED TO BE EFFECTIVE as of the 25th day of JANUARY, 2017.

ATTEST:

By:

Debra Johnson
DEBRA A. JOHNSON,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By:

CITY AND COUNTY OF DENVER

Michael B. Hancock
MAYOR MICHAEL B. HANCOCK

APPROVED AS TO FORM:

Kristin M. Bronson
City Attorney for the City and County of Denver

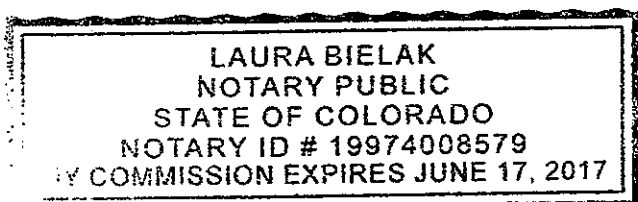
By:

Kristin M. Bronson
Assistant City Attorney

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2017 by Michael B. Hancock, Mayor of the City and County of Denver.

My commission expires: 6-17-2017



Laura Bielak
Notary Public



2
235-01330-74643

EXHIBIT A
Page 1 of 2

Lots 30 through 35, Block 7, New England Heights

Lots 30 through 35, inclusive, Block 7, New England Heights, located in the Northeast One-Quarter of Section 34, Township 3 South, Range 67 West of the 6th P.M., City of Aurora, County of Adams, State of Colorado

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This Property Description was prepared by
Diana E Askew, PLS 31928
For and on behalf of AECOM
8181 East Tufts Avenue
Denver, CO 80237



EXHIBIT A
Page 2 of 2

EXHIBIT

Lots 30 through 35, Block 7, New England Heights
A Part of the NE 1/4 of Section 34,
Township 3 South, Range 67 West of the 6th P.M.
City of Aurora, County of Adams, State of Colorado

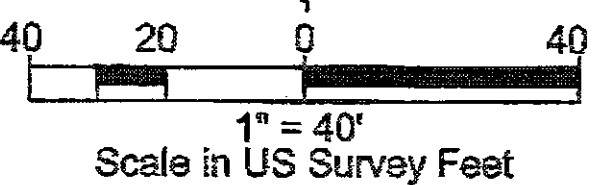
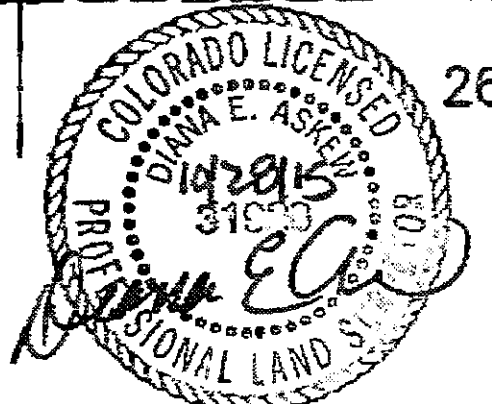
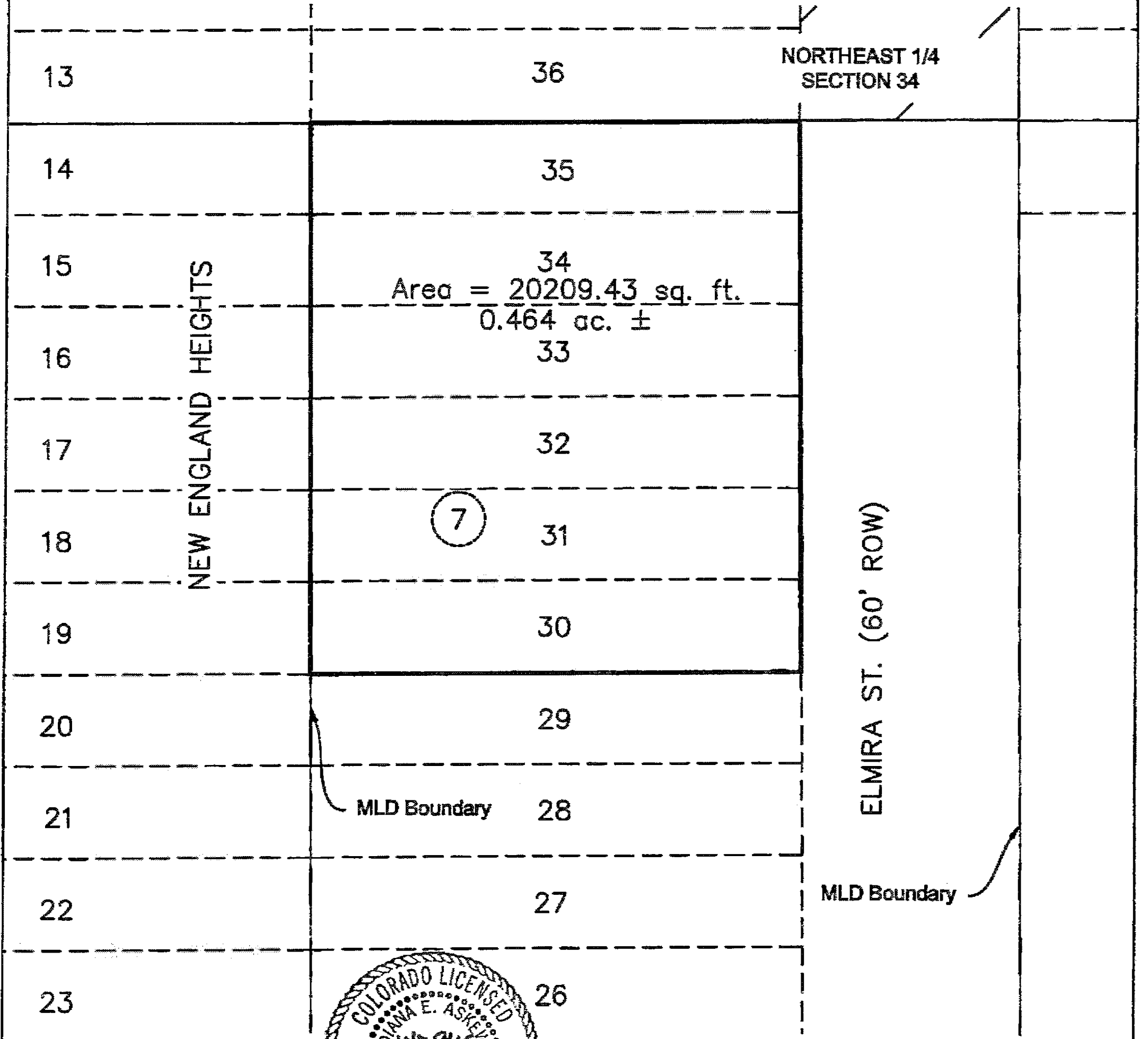


Exhibit Accompanying the
Attached Property Description.
NOT a Land Survey or Land
Survey Plat

AECOM
8181 East Taft Avenue
Denver, CO 80237
303.742.3885

DATE: 10/28/15	PN: 22242970
PM: DEA	CHK: TIP

LICENSE AGREEMENT

L.A. 18-03

THIS LICENSE AGREEMENT is made this 7th day of February 2018, by and between the CITY OF AURORA, COLORADO, a municipal corporation, herein referred to as "City," and BBCB-2513 Elmira, LLC herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH That:

The term "Licensee" shall include employees, agents and contractors of Licensee.

The term "Property" as used herein refers to real property and includes easements, rights-of-way and other City interests in land and may sometimes be referred to herein as "City property."

The City, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth, does hereby authorize the Licensee, its successors and assigns to construct, operate, maintain, repair and replace: Wall and fence with a gate, as illustrated in Exhibit A, all situated in the New England Heights Subdivision, Lots 31-35, Block 7, in the Section 34, Township 3 South, Range 67 West, of the 6th P.M., Adams County, State of Colorado at the location described in Exhibit A, attached hereto and made a part hereof by reference.

CONSTRUCTION REGULATIONS

Any construction initiated under this License shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Directors of Aurora Water, Public Works and Parks and Open Space of the City, all ordinances of the City and any and all state statutes.

PLAN REVIEW

The Licensee, at least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the City for its approval a duplicate set of final detailed plans of the installation Licensee proposes to construct, utilize, modify, repair, replace or maintain hereunder. No construction will be permitted on the licensed premises until the City has approved the plans therefor.

NOTICE OF CONSTRUCTION

The Licensee shall notify the City's Director of Public Works at least three (3) days prior to commencement of the construction of, modifications or repairs to Licensee's installation, so that the City may make such inspections as it considers necessary. Such notice shall make reference to the license agreement number. In the event of emergency repairs required for safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs but shall notify the City of the nature and extent of any such emergency work.

RESERVATION OF RIGHTS IN PROPERTY

In granting this License, the City reserves the right to make full use of the property involved as may be necessary or convenient and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the City's property at any time and in such a manner as it deems necessary or convenient. In the event Licensee's installations should interfere with the City's use or operation of its property at any time hereafter, the Licensee shall, upon request by the City and at Licensee's sole expense, immediately relocate, rearrange or remove its installation so as not to interfere with any such City use.

COMPLETION AND CLEANUP

The Licensee shall complete its installation, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within 30 days from the date of commencement of construction. In the event clearing and restoration of the area is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

RESTORATION OF ROADS, FENCES AND FACILITIES

All City roads, fencing and other facilities which are disturbed by the construction of Licensee's installation shall, within the time prescribed in paragraph headed COMPLETION AND CLEANUP hereof, be restored to a condition satisfactory to the City. City roads and fencing disturbed by the reconstruction, maintenance, modification, operation, repair or replacement of Licensee's facilities shall immediately be restored by Licensee to a condition satisfactory to the City. Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the City. If restoration is not accomplished by the Licensee within the time specified the City, at its election, may perform such restoration at Licensee's expense. Licensee shall conduct all construction, modification, operation, repair, replacement and maintenance of its installations in such a manner that the City at all times shall have full and complete access to its property.

MARKERS

The Licensee shall, if required by the City, place and maintain permanent, visible markers of a type and at locations designated by the City to define the centerline of Licensee's installation. If the placing of the centerline markers is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

BACKFILLING

All trenches and excavations within City property shall be backfilled in the following manner: All material in embankments shall be compacted to the specified relative compaction. The moisture content of the soil at the time of compaction shall be as specified. Within the areas indicated on the plans and to the designated depth below sub-grade, for the full width of roadway in all cut sections, earth shall be thoroughly scarified and the moisture content increased or reduced, as necessary, to bring the moisture to the content specified. This scarified layer shall then be compacted to the relative compaction specified. The remainder of the area up to subgrade

elevation shall be constructed of suitable material placed at the moisture content specified and compacted to the percent relative compaction specified. Maximum dry density of all soil types encountered or to be used will be determined in accordance with AASHTO T99 or AASHTO T180. The minimum percent of relative compaction and moisture content shall be 95% of AASHTO T99 for soil classification (AASHTO M 145) A-6 & A-7 and 95% of AASHTO T180 for soil classification (AASHTO M 145) A-1 through A-5. Tamping equipment shall be subject to the approval of the City.

WATER DISCHARGE

Licensee shall not, and will not be permitted to discharge water into or upon any City property or facility but shall provide for carriage of any water over or across City property or facility in a manner satisfactory to the City at no expense to the City.

INTERFERENCE WITH CITY FACILITIES

At no time shall Licensee interfere with City facilities, and Licensee shall assume all risks incident to the presence of City facilities.

CARE AND REPAIR OF CITY FACILITIES

Licensee will use all reasonable means to prevent any loss or damage to the City or to others resulting from the construction, modification, replacement, repair, operation and maintenance of Licensee's installation. Any repair or replacement of any of the City's installation on its property made necessary in the opinion of the City, because of the construction, modification, operation, maintenance, repair or replacement of Licensee's installation, shall be made only by the City and at the sole expense of the Licensee.

INSURANCE REQUIREMENTS

The Licensee under this License will be required to procure and maintain, at their own expense and without cost to the City of Aurora, the following types of insurance. The policy limits required are to be considered minimum amounts:

Insurance and Indemnities: The Licensee shall maintain a Commercial Property Insurance Policy on the premises during the term of this agreement. The cost the required insurance shall be paid by the Licensee. Prior to commencement of this agreement, the Licensee and its subcontractors shall provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this agreement, Licensee and its subcontractors shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

(b) Workers' Compensation or Employers' Liability Insurance. The Licensee and its subcontractors shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Licensee and its subcontractors shall provide proof of Employers' Liability Insurance with limits as follows:
\$100,000 bodily injury each accident
\$100,000 bodily injury each disease
\$100,000 bodily injury disease aggregate.

(c) Licensors as Additional Insured. All insurance policies required by this agreement, except workers' compensation, shall name the City, its officers, employees and agents as an additional insureds by endorsement and said coverage shall contain a waiver of subrogation. Licensee and its subcontractors shall provide a copy of an endorsement providing this coverage.

(d) Limits of Insurance. The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

(e) Certificates of Insurance. Upon the execution of this Agreement, the Licensee shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Licensee agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Licensee's or any of its subcontractor's coverage is renewed at any time prior to the expiration of this Agreement, the Licensee shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the Agreement. **The Licensee's policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the City.**

In the event that the License involves professional or consulting services, in addition to the aforementioned insurance requirements, the Licensee shall also be protected by a Professional Liability Insurance policy. The following policy limit is considered a minimum amount.

Professional Liability Insurance policy with a minimum of \$1,000,000 per claim. This policy shall provide coverage to protect the Licensee against liability incurred as a result of the professional services performed under this contract.

INDEMNIFICATION

Licensee shall indemnify and save harmless the City, its officers, employees and agents, against any and all claims, damages, actions or causes of action and expense to which it, or they, may be subjected by reason of Licensee's installation being located within and across the property of the City or by reason of any work done or omission or negligence made by Licensee, its agents or employees in connection with the construction, operation, modification, replacement, maintenance, repair or removal of Licensee's installation. If the construction of all or any part of Licensee's installation is to be performed by an independent contractor under contract with the Licensee, the Licensee shall so notify the City and shall incorporate the stipulations and conditions of this License into the contract specifications and, if required by the City, cause said independent contractor to obtain prior to commencement of the work, an insurance policy or policies in amounts and with companies satisfactory to the City, which will protect the City from any loss or damage resulting from the work performed by the contractor.

EXPENSES TO BE BORNE BY LICENSEE

All work authorized by this License shall be performed by the Licensee at no expense to the City and, except as otherwise set forth herein, Licensee shall own and maintain its installation thereafter.

NO WARRANTY OF TITLE

The rights and privileges granted in this License are subject to prior Agreements, Licenses and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the City's property hereunder and to resolve any conflict.

REVOCATION AND REMOVAL

If the Licensee does not use the right herein granted on its installation for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License, the City may, at its election, revoke this License forthwith by written notice to the Licensee in person or by mail at Licensee's last-known address. Upon termination of the License, the Licensee shall have ten (10) days to remove its installation from the City's property. In the event Licensee does not remove said installation within the time allowed, the City may remove said installation at Licensee's expense without liability to Licensee.

The City may, at any time, by giving the Licensee thirty (30) days' written notice, terminate this Agreement.

If the City at any time during the period of this License deems it necessary to excavate in the area of the crossing for which this License is granted, for construction, modification, replacement, repair, operation of, or maintenance of any of its utility lines, mains or facilities, which work

requires the moving of the Licensee's utility lines, mains or facilities, such costs of movement of the Licensee's utility lines, mains or facilities shall be borne by the Licensee.

ABANDONMENT

Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the City, its officers, employees and agents, shall not terminate in any event.

ASSIGNMENTS

The rights granted Licensee hereunder shall not be assigned without the written consent of the City.

FEES

The base license fee includes two (2) hours of processing, review, or inspection by the City; and if the City requires further inspection, Licensee shall pay at the rate set forth in the City's annual service fee schedule for any specific year. Work on holidays and weekends may be charge a 4-hour minimum.

SPECIAL CONDITIONS

This License is subject to the foregoing conditions and to the following special conditions:
No special conditions

NOTICE

Wherever herein notice is required to be given to any party hereto, such notice shall be given by U. S. Postal Service first class delivery, or by personal hand delivery addressed as follows:

To the City:

City of Aurora
Real Property Services
15151 East Alameda Parkway
Aurora, CO 80012

To the Licensee:

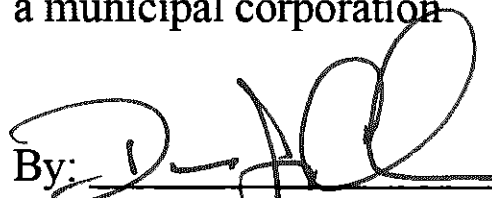
BBCB-2513 Elmira, LLC
9712 E. 32nd Ave.
Denver, CO 80238

RECORDATION

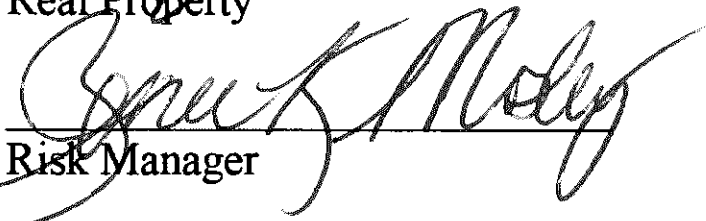
Following execution of this Agreement by both parties hereto, the City shall cause this Agreement to be recorded with the County Clerk and Recorder's Office in Adams County, Colorado.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

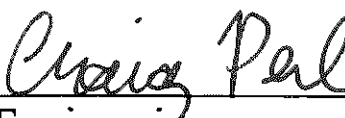
CITY OF AURORA, COLORADO,
a municipal corporation

By: 
Director of Public Works

By: 
Real Property

By: 
Risk Manager

By: 
Aurora Water

By: 
Engineering

ACCEPTANCE

The undersigned authorized officer of BBCB-2513 Elmira, LLC, has read the foregoing License Agreement and agrees that it will accept and will abide by all the terms and conditions thereof.

LICENSEE:

BBCB-2513 Elmira, LLC

By: _____

Title: _____

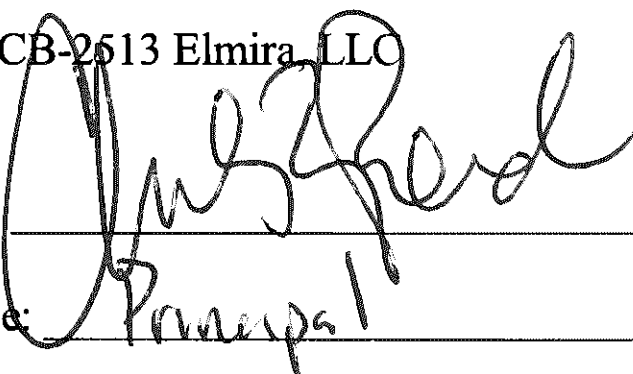
 Charles Ballard
Principal

EXHIBIT A

PARCEL DESCRIPTION

A DRAINAGE EASEMENT SITUATED IN PORTIONS OF LOTS 31 THROUGH 35 OF BLOCK 7, NEW ENGLAND HEIGHTS, ALSO BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING THE WEST LINE OF SAID BLOCK 7, NEW ENGLAND HEIGHTS, TO BEAR N 00°20'45" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 7:

THENCE N 00°20'45" W ALONG SAID WEST LINE OF BLOCK 7 A DISTANCE OF 154.62 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE N 00°20'45" W A DISTANCE OF 120.38 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 7;

THENCE ALONG THE NORTH AND EAST LINES OF SAID BLOCK 7, THE FOLLOWING 2 COURSES:

1. N 89°28'49" E A DISTANCE OF 134.95 FEET;
2. S 00°19'00" E A DISTANCE OF 5.78 FEET, TO A POINT ON A NON-TANGENT CURVE;

THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 41.50 FEET, A DELTA ANGLE OF 42°23'16", AND AN ARC LENGTH OF 30.70 FEET, WHOSE CHORD BEARS S 35°39'19" W A DISTANCE OF 30.01 FEET TO A POINT OF TANGENCY;

THENCE S 89°28'49" W A DISTANCE OF 87.31 FEET;

THENCE S 00°20'45" E A DISTANCE OF 90.47 FEET;

THENCE S 89°39'15" E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

SAID DESCRIBED EASEMENT CONTAINS 6,491 SQ. FT.

ALL LINEAL DISTANCES UNITS ARE REPRESENTED IN U.S. SURVEY FEET.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537

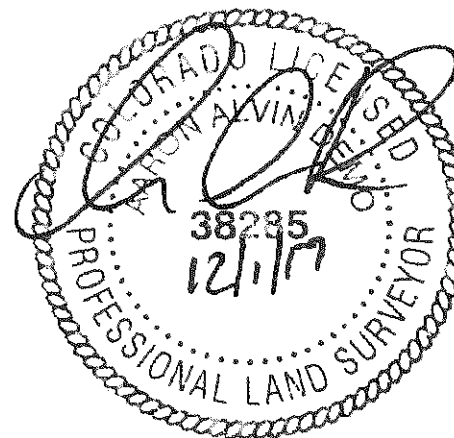
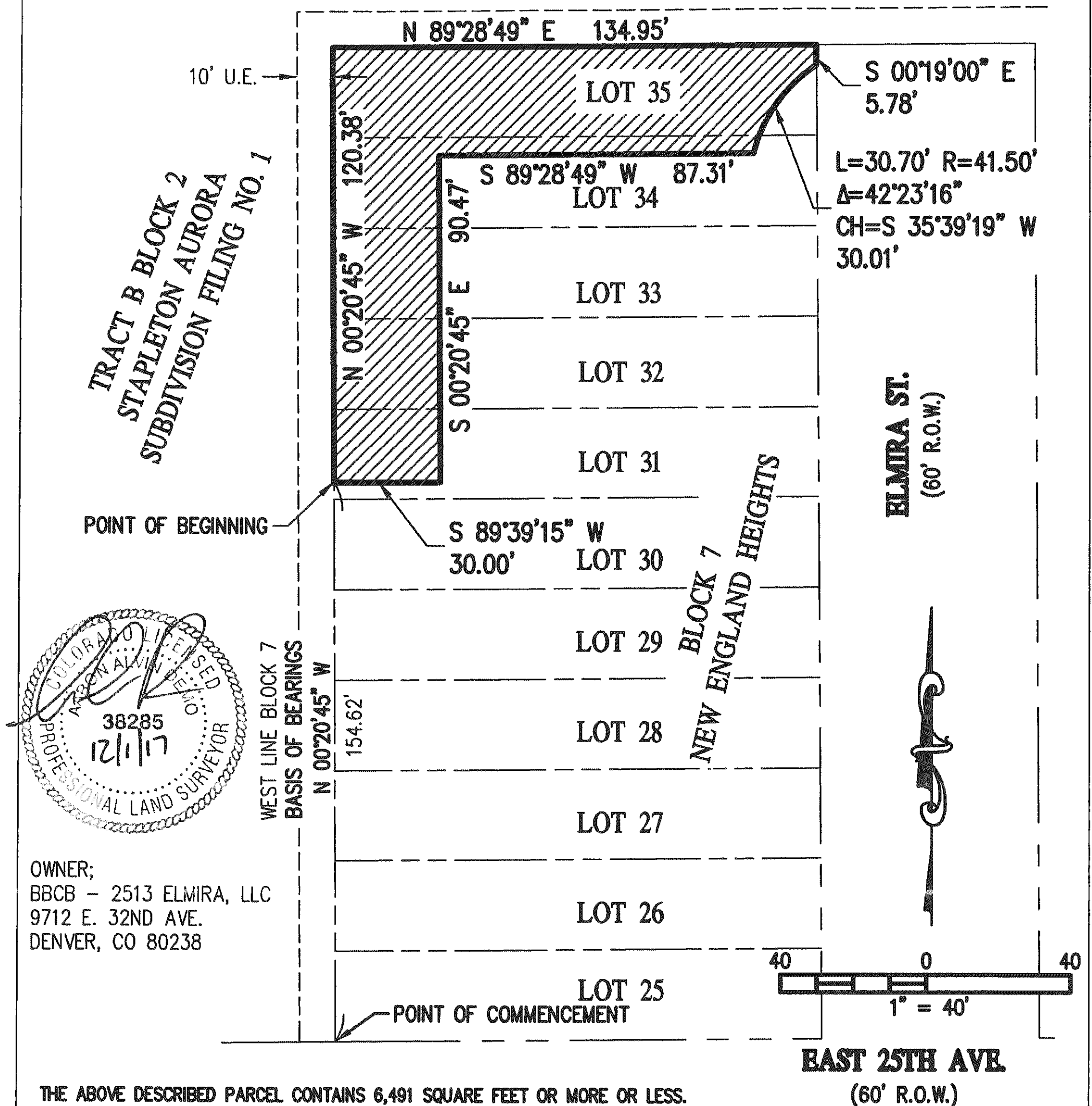


ILLUSTRATION FOR EXHIBIT A

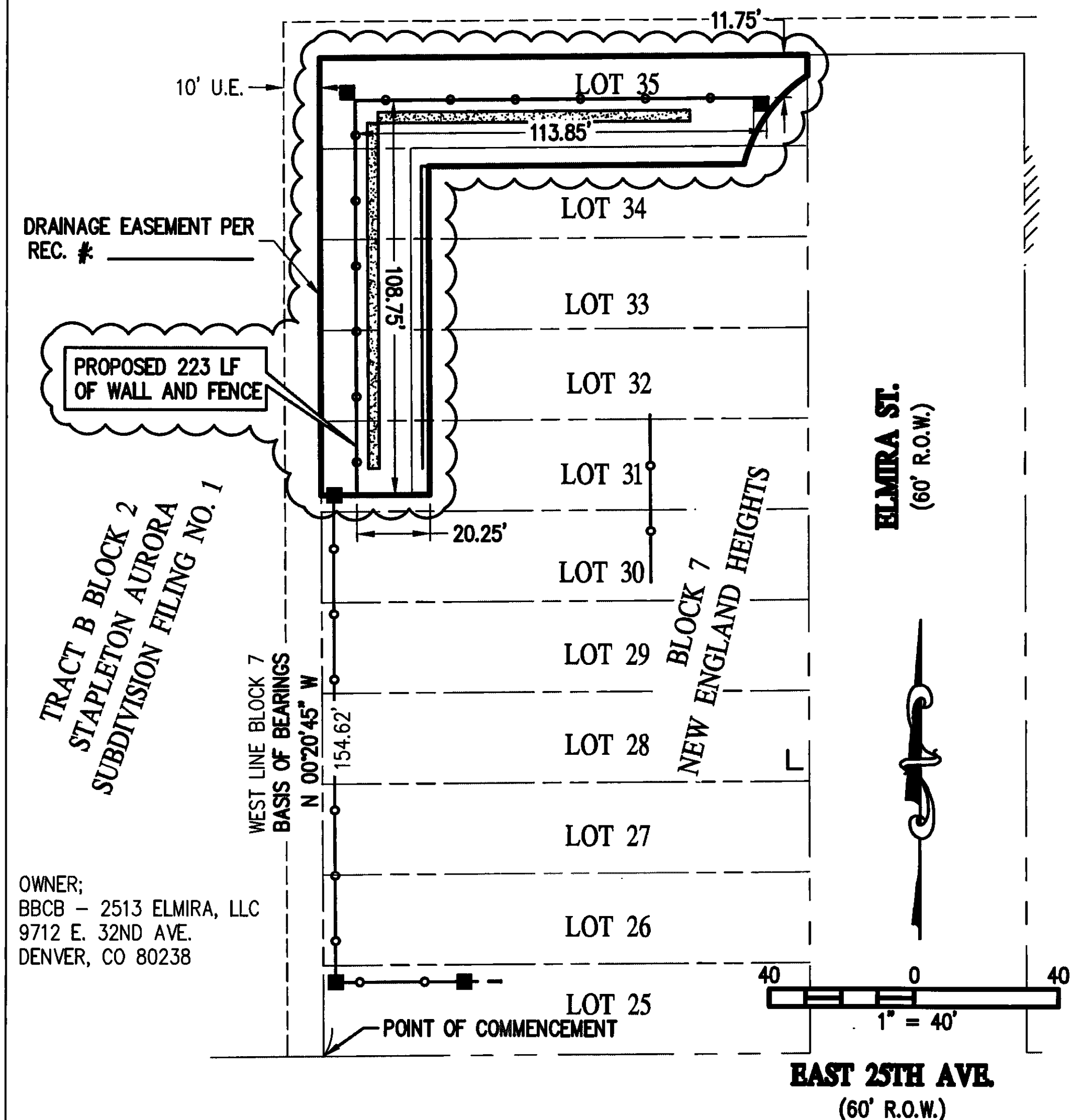


CITY OF AURORA, COLORADO

A DRAINAGE EASEMENT SITUATED IN THE NW
1/4, NE 1/4 OF SECTION 34, T 3 S, R 67 W,
6TH P.M. ADAMS COUNTY, COLORADO, BEING A
PART OF LOTS 31 - 35, BLOCK 7, NEW
ENGLAND HEIGHTS

DRAWN BY:	DEW	SCALE:	R.O.W. FILE NUMBER
CHECKED BY:	AAD	DATE:	JOB NUMBER:
		10/27/2017	3260

ILLUSTRATION FOR EXHIBIT A



CITY OF AURORA, COLORADO

DRAWN BY:	SPR	SCALE:	1" = 40'	R.O.W. FILE NUMBER
CHECKED BY:	NJN	DATE:	1/8/2018	JOB NUMBER:

3260

A LICENSE AGREEMENT EXHIBIT FOR A DRAINAGE EASEMENT SITUATED IN THE NW 1/4, NE 1/4 OF SECTION 34, T 3 S, R 67 W, 6TH P.M. ADAMS COUNTY, COLORADO, BEING A PART OF LOTS 31 - 35, BLOCK 7, NEW ENGLAND HEIGHTS



CERTIFICATE OF LIABILITY INSURANCE

PARAD-2

OP ID: AX

DATE (MM/DD/YYYY)

01/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AP Colorado - TWG Services P&C Property & Casualty Division 4582 S. Ulster St., Suite 600 Denver, CO 80237 Cindy Ackerman - Sentry Book	CONTACT NAME: Gabriel Negron-Rodriguez	
	PHONE (A/C, No, Ext): 303-228-2149	FAX (A/C, No): 303-861-7502
	E-MAIL ADDRESS: gnegronr@assuredptrco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA	20443
INSURED Paradigm Systems, Inc. 6753 E 47th Ave Ste H Denver, CO 80216	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		6011886495	12/21/2017	12/21/2018	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	X Business Owners						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			6011886495	12/21/2017	12/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO		BODILY INJURY (Per person) \$				
	ALL OWNED AUTOS <input type="checkbox"/>	SCHEDULED AUTOS <input type="checkbox"/>	BODILY INJURY (Per accident) \$				
	X HIRED AUTOS <input type="checkbox"/>	NON-OWNED AUTOS <input type="checkbox"/>	PROPERTY DAMAGE (Per accident) \$				
			\$				
	UMBRELLA LIAB <input type="checkbox"/>	OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DED <input type="checkbox"/>	RETENTION \$ <input type="checkbox"/>					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	N/A	6011886545	12/21/2017	12/21/2018	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROPERTY						296,820

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: COC Location #594. 3225 N Himalaya Road, Majestic Commercenter, Building #1, Aurora, CO 80011; #595. 19754 E 35th Dr., Majestic Commercenter, Building #4, Aurora, CO 80011 & #596 3559 N. Himalaya Rd., Majestic Commercenter, Building #5, Aurora, CO 80011. City of Aurora, Colorado, its officers, employees and agents are included as additional insureds (cont)

CERTIFICATE HOLDER**CANCELLATION**

City of Aurora, Colorado
Planning & Development
Services Department
15151 E Alameda Pkwy, 2nd Floor
Aurora, CO 80012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE
INSURED'S NAME Paradigm Systems, Inc.

PARAD-2
OP ID: AX

PAGE 2
Date 01/18/2018

(excluding Workers Compensation and Employers Liability) per the attached
Blanket Additional Insured Endorsement as required by written contract but
limited to the operations of the Insured under said contract and always
subject to the policy terms, conditions, and exclusions. Terrorism is
included.

GENERAL WARRANTY DEED

THIS DEED, dated this 06 day of MARCH, 2018 between, BBCB - 2513 Elmira, LLC, a Colorado limited liability company, 9712 E. 32nd Ave., Denver, CO 80238-2934 of the City and County of Denver, State of Colorado, Grantor(s), and **THE CITY OF AURORA, COLORADO**, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, Grantee, whose legal address is 15151 E. Alameda Parkway, Aurora, Colorado 80012-1555.

WITNESS, that the Grantor(s), for and in consideration of the sum of **ONE AND 00/100 DOLLARS, (\$1.00)** 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 unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, described as follows:

See Exhibit A wherein the description is more fully set forth. Said Exhibit A is attached hereto and incorporated herein by reference.

This conveyance is made for the use and benefit of the public as a public street and thoroughfare.

Also known by street and number as: 2513 N. Elmira Street, Aurora CO 80010-1164 (Adams County)
Assessor's schedule or parcel number: 1823-34-1-07-002

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 successors and assigns forever. The Grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has 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 all matters of record.

GRANTOR reserves from the property hereby conveyed and reserves to itself and its successors and assigns, the mineral estate including all coal, oil, gas and other hydrocarbons, and other valuable minerals in, under, and that may be produced from said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and

RSN 1250797

The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibit, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its legal representatives, successors and assigns forever.

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

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 APPEARING ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

BBCB - 2513 ELMIRA, LLC
A Colorado Limited Liability Company

By: *Charles Z. Ballard*

Title: PRINCIPAL

State of Colorado)

County of Denver)S

The foregoing instrument was acknowledged before me this 6th day of

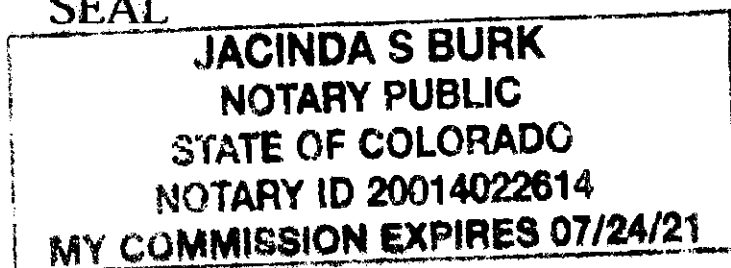
March 2018, by Charles Z. Ballard

n/a

Witness my hand and official seal.

My commission expires:

SEAL



Jacinda S Burk
Notary Public

Aaron Alvin Demo, PLS 38285, for and on behalf of Baseline Engineering Corp., 4007 South Lincoln Ave., Suite 405, Loveland, CO 80537-2527

Name and address of person creating newly created legal description (38-35-106.5, C.R.S.)

REVIEWED BY:

HB

Real Property Services - Manager

APPROVED AS TO FORM:

Michelle J. L.

Assistant City Attorney

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is \$1.00

EXHIBIT A

PARCEL DESCRIPTION

A PARCEL OF LAND SITUATED IN PART OF LOTS 33 THROUGH 35, BLOCK 7, NEW ENGLAND HEIGHTS, BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING THE WEST LINE OF BLOCK 7, NEW ENGLAND HEIGHTS, TO BEAR N 00°20'45" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 7, NEW ENGLAND HEIGHTS;

THENCE N 89°30'21" E ALONG THE SOUTH LINE OF SAID LOT 25, BLOCK 7, NEW ENGLAND HEIGHTS, A DISTANCE OF 134.81 FEET, TO THE WEST RIGHT-OF-WAY OF ELMIRA STREET;

THENCE N 00°19'00" W ALONG SAID WEST RIGHT-OF-WAY OF ELMIRA STREET A DISTANCE OF 207.60 FEET TO A POINT OF A NON-TANGENT CURVE AND THE **POINT OF BEGINNING**;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 99°58'57", AND AN ARC LENGTH OF 61.08 FEET, WHOSE CHORD BEARS N 00°19'00" W A DISTANCE OF 53.62 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF ELMIRA STREET;

THENCE S 00°19'00" E ALONG SAID WEST RIGHT-OF-WAY OF ELMIRA STREET, A DISTANCE OF 53.62 FEET TO THE **POINT OF BEGINNING**;

SAID DESCRIBED EASEMENT CONTAINS 466 SQ. FT.

ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537

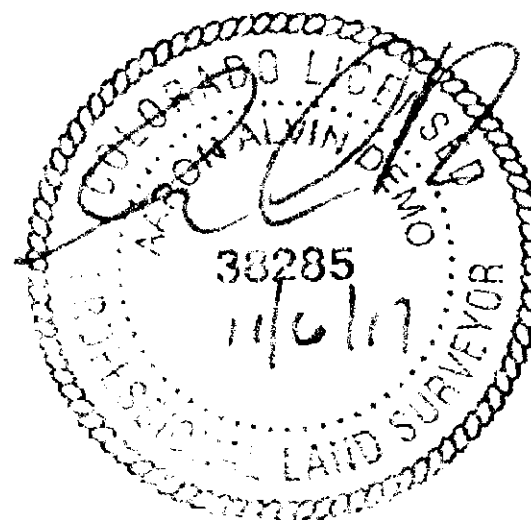
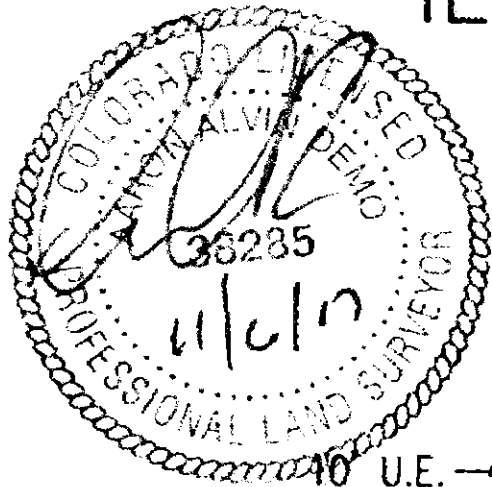


ILLUSTRATION FOR EXHIBIT A



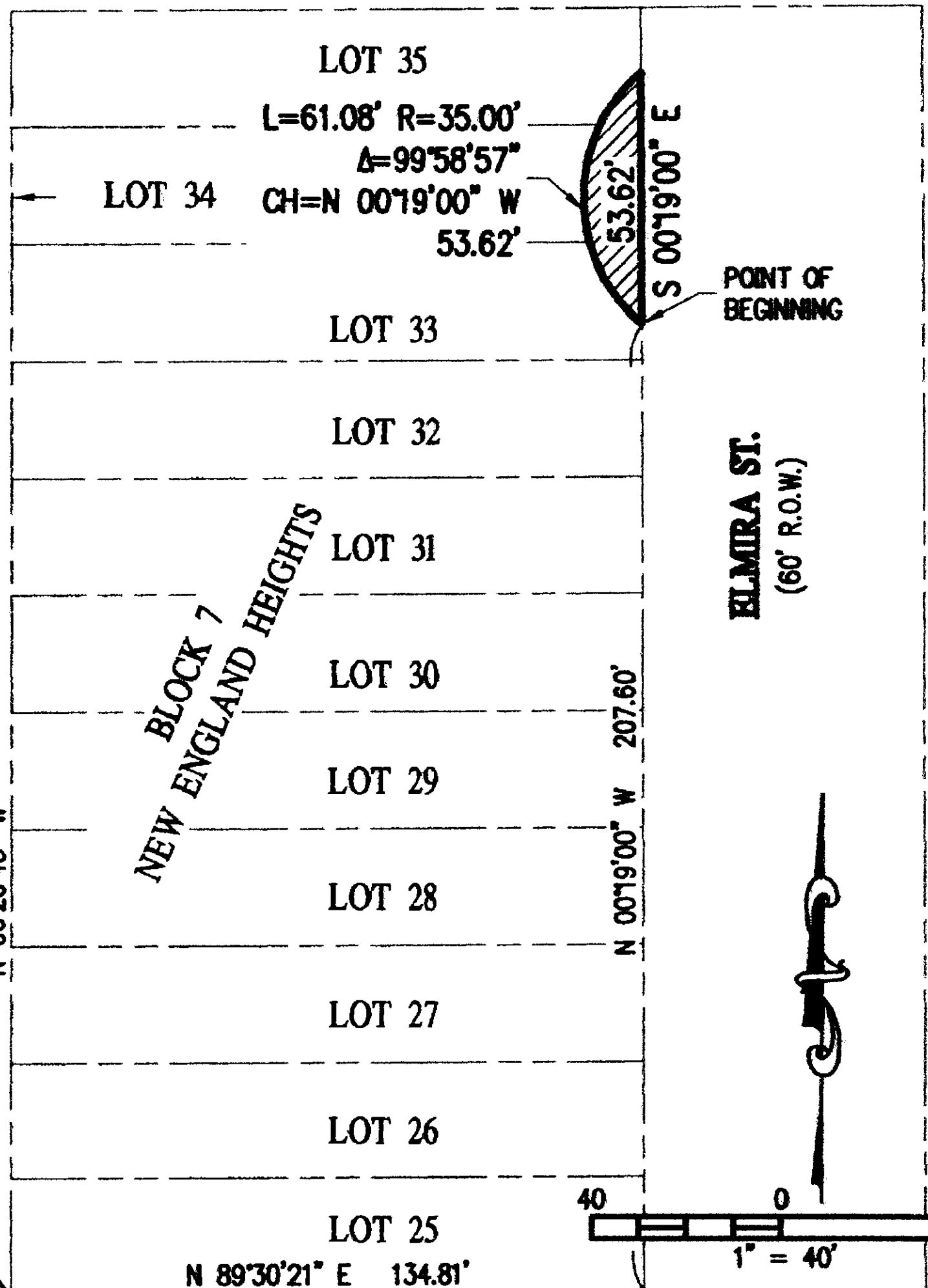
TRACT B BLOCK 2
STAPLETON AURORA
SUBDIVISION FILING NO. 1

WEST LINE BLOCK 7
BASIS OF BEARINGS
N 00°20'45" W

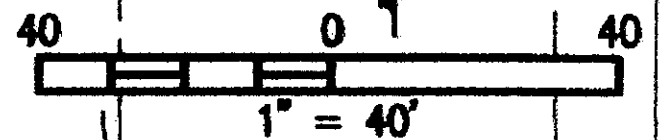
BLOCK 7
NEW ENGLAND HEIGHTS

OWNER;
BBCB - 2513 ELMIRA, LLC
9712 E. 32ND AVE.
DENVER, CO 80238

POINT OF
COMMENCEMENT



ELMIRA ST.
(60' R.O.W.)



EAST 25TH AVE.
(60' R.O.W.)

THE ABOVE DESCRIBED PARCEL CONTAINS 466 SQUARE FEET OR MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached description.

CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE NW 1/4,
NE 1/4 OF SECTION 34, T 3 S, R 67 W, 6TH
P.M. ADAMS COUNTY, COLORADO, BEING A PART
OF LOTS 33 - 35, BLOCK 7, NEW ENGLAND
HEIGHTS

DRAWN BY:

DEW

SCALE:

1" = 40'

R.O.W. FILE NUMBER

CHECKED BY:

AAD

DATE:

10/27/2017

JOB NUMBER:

3260

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is \$1.00

DRAINAGE EASEMENT

The undersigned owner(s), hereinafter referred to as "Grantor(s)", hereby acknowledge(s) receipt from **THE CITY OF AURORA, COLORADO**, a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereinafter referred to as "Grantee", the of the sum of one and no/100 dollar(s) (\$1.00) and other good and valuable consideration, in consideration, of which Grantor(s) hereby grant(s) unto said Grantee, its successors and assigns, a drainage easement together with the right, privilege and authority to construct, reconstruct, operate and maintain its sewer and storm drainage transmission mains, and facilities, and all fixtures, devices and structures, and grading, whatsoever necessary or useful in the operation of said drainage transmission mains, and facilities, in, over, through, along and across the following lots or parcels of land situated in the County of Adams, State of Colorado, and more particularly described as follows:

See Exhibit A wherein the description is more fully set forth. Said Exhibit A is attached hereto and incorporated herein by reference.

Together with the right of ingress and egress over said premises, to survey, construct, reconstruct, maintain, operate, control and use said mains, and facilities and to remove objects or structures therefrom, except the Grantee shall not interfere with any structures existing in any previously dedicated portion of the above described easement. The Grantor(s) shall not remove any dirt from the surface of the right-of-way or stockpile dirt on the easement herein granted.

If Grantee has not chosen to put transmission lines, mains and facilities above ground, then the Grantor(s) reserve(s) the right to cultivate and use said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Grantee's facilities therein, or interfere with the use of any of the rights herein granted. Such reservation by the Grantor(s) shall include the right to dedicate and use the land for public or private road, for cultivation, grazing and other agricultural purposes, and as yard area for structure, provided no permanent structures or fences are placed on said easement, and any other lawful use which will not interfere with or endanger Grantee's facilities or interfere with use of any of the rights herein granted.

In the case of permanent abandonment of said easement and right-of-way by Grantee, Grantee shall give written notice to Grantor(s) of its intent to abandon said easement, and Grantee shall have six (6) months thereafter in which to remove all facilities, pipe, structures and all property placed on said easement; and for these purposes, all property placed by Grantee within said easement shall be deemed to have remained personal property; and upon the failure of Grantee to remove all of said property within said six month period, then all of said property shall become the sole and separate property of the Grantor(s), their heirs, successors and assigns, and the Grantor(s), their heirs, successors and assigns, shall thereupon be restored to first and former estate, free and clear of any grant of easement herein contained or any right or privilege attaching to the herein described grant of easement.

{SIGNATURES APPEARING ON FOLLOWING PAGE}

RSN 1250798

Signed and delivered this 28 day of November, A.D. 2017.

BBCB - 2513 ELMIRA, LLC
a Colorado limited liability company

By: Bruna M Ballard

Title: Owner

STATE OF Colorado)
COUNTY OF Denver) S

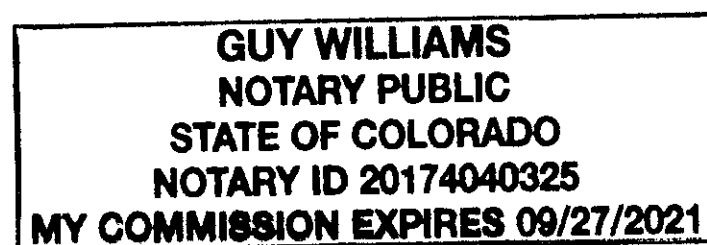
The above and foregoing instrument was subscribed and sworn to before me
this 28th day of November, A.D. 2017, by Guy Williams

My Commission expires:

09/27/2021

Witness my hand and official seal.

Guy Williams
NOTARY PUBLIC



APPROVED AS TO FORM:

Michelle D.
Assistant City Attorney

REVIEWED BY:

HTB
Manager of Real Property Services

EXHIBIT A

PARCEL DESCRIPTION

A DRAINAGE EASEMENT SITUATED IN PORTIONS OF LOTS 31 THROUGH 35 OF BLOCK 7, NEW ENGLAND HEIGHTS, ALSO BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING THE WEST LINE OF SAID BLOCK 7, NEW ENGLAND HEIGHTS, TO BEAR N 00°20'45" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 7:

THENCE N 00°20'45" W ALONG SAID WEST LINE OF BLOCK 7 A DISTANCE OF 154.62 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WEST LINE N 00°20'45" W A DISTANCE OF 120.38 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 7;

THENCE ALONG THE NORTH AND EAST LINES OF SAID BLOCK 7, THE FOLLOWING 2 COURSES:

1. N 89°28'49" E A DISTANCE OF 134.95 FEET;
2. S 00°19'00" E A DISTANCE OF 5.78 FEET, TO A POINT ON A NON-TANGENT CURVE;

THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 41.50 FEET, A DELTA ANGLE OF 42°23'16", AND AN ARC LENGTH OF 30.70 FEET, WHOSE CHORD BEARS S 35°39'19" W A DISTANCE OF 30.01 FEET TO A POINT OF TANGENCY;

THENCE S 89°28'49" W A DISTANCE OF 87.31 FEET;

THENCE S 00°20'45" E A DISTANCE OF 90.47 FEET;

THENCE S 89°39'15" E A DISTANCE OF 30.00 FEET **TO THE POINT OF BEGINNING**;

SAID DESCRIBED EASEMENT CONTAINS 6,491 SQ. FT.

ALL LINEAL DISTANCES UNITS ARE REPRESENTED IN U.S. SURVEY FEET.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537



ILLUSTRATION FOR EXHIBIT A

TRACT B BLOCK 2
STAPLETON AURORA
SUBDIVISION FILING NO. 1

10' U.E.

POINT OF BEGINNING

WEST LINE BLOCK 7
BASIS OF BEARINGS

N 00°20'45" W

154.62'

N 89°28'49" E 134.95'

LOT 35

S 00°19'00" E
5.78'

L=30.70' R=41.50'
Δ=42°23'16"
CH=S 35°39'19" W
30.01'

S 89°28'49" W 87.31'
LOT 34

LOT 33

LOT 32

LOT 31

S 89°39'15" W
30.00' LOT 30

LOT 29

LOT 28

LOT 27

LOT 26

LOT 25

POINT OF COMMENCEMENT

BLOCK 7
NEW ENGLAND HEIGHTS

ELMIRA ST.
(60' R.O.W.)



40 0 40
1" = 40'

EAST 25TH AVE

(60' R.O.W.)

THE ABOVE DESCRIBED PARCEL CONTAINS 6,491 SQUARE FEET OR MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached description.

CITY OF AURORA, COLORADO

A DRAINAGE EASEMENT SITUATED IN THE NW
1/4, NE 1/4 OF SECTION 34, T 3 S, R 67 W,
6TH P.M. ADAMS COUNTY, COLORADO, BEING A
PART OF LOTS 31 - 35, BLOCK 7, NEW
ENGLAND HEIGHTS

DRAWN BY:

DEW

SCALE:

1" = 40'

R.O.W. FILE NUMBER

CHECKED BY:

AAD

DATE:

10/27/2017

JOB NUMBER:

3260

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is \$1.00

EASEMENT FOR SIDEWALK PURPOSES

The undersigned owner(s), hereinafter referred to as "Grantor(s)", hereby acknowledge(s) receipt from **THE CITY OF AURORA, COLORADO**, a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereinafter referred to as "Grantee", the sum of one dollar(s) (\$1.00) and other good and valuable consideration, and in consideration of which said Grantors hereby grant unto said Grantee, its successors and assigns, an easement for non-exclusive sidewalk purposes, and to be used as a public thoroughfare, together with the right, privilege, and authority to control, construct, reconstruct, and maintain its sidewalks, and all fixtures, devices and structures whatsoever necessary or useful in the operation of said sidewalk, in, over, on, through, along and across the following parcel(s) of land situated in the County of Adams, State of Colorado, to wit:

See Exhibit A wherein the description is more fully set forth. Said Exhibit A is attached hereto and incorporated herein by reference.

Grantor together confers the right of ingress and egress over said premises, to survey, construct, reconstruct, maintain, control, and use said sidewalk(s) and to remove objects or structures therefrom, except the Grantee shall not interfere with any structures existing in any previously dedicated portion of the above-described easement.

Grantor remains responsible for the maintenance of all areas of the easement, to include but not limited to landscaping, irrigation, snow removal and sweeping. Grantor shall maintain any retaining walls adjacent to and extending into the easement.

It is understood and agreed that the easement and rights herein granted are nonexclusive and are subject to existing easements and rights-of-way previously granted.

[SIGNATURES APPEARING ON FOLLOWING PAGE]

RSN 1250799

Signed and delivered this 28 day of November, A.D. 2017.

BBCB - 2513 ELMIRA, LLC
a Colorado limited liability company

By: Brenda M Ballard

Title: owner

STATE OF Colorado)
COUNTY OF Denver) S

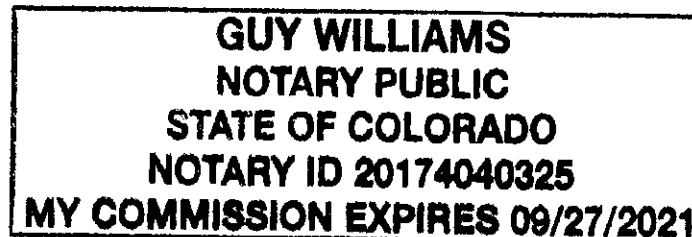
The above and foregoing instrument was subscribed and sworn to before
me this 28th day of November, A.D. 2017, by Guy Williams

My Commission expires:

09/27/2021

Witness my hand and official seal.

Guy Williams
NOTARY PUBLIC



APPROVED AS TO FORM:

Michelle DL
Assistant City Attorney

REVIEWED BY:

ASB
Manager of Real Property Services

EXHIBIT A
PARCEL DESCRIPTION

A SIDEWALK EASEMENT SITUATED IN PART OF LOTS 25 THROUGH 35, BLOCK 7, NEW ENGLAND HEIGHTS, BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING THE WEST LINE OF SAID BLOCK 7, NEW ENGLAND HEIGHTS, TO BEAR N 00°20'45" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25, BLOCK 7, NEW ENGLAND HEIGHTS;

THENCE N 00°20'45" W ALONG THE WEST LINE OF SAID LOT 25 BLOCK 7, NEW ENGLAND HEIGHTS A DISTANCE OF 5.00 FEET;

THENCE N 89°30'21" E ALONG A LINE 5.00 FEET NORTH AND PARALLEL TO THE NORTH RIGHT-OF-WAY OF EAST 25TH AVENUE A DISTANCE OF 129.94 FEET;

THENCE N 44°34'23" E A DISTANCE OF 2.65 FEET TO A POINT 3.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF ELMIRA STREET;

THENCE N 00°19'00" W ALONG A LINE 3.00 FEET WEST AND PARALLEL TO SAID WEST RIGHT-OF-WAY LINE OF ELMIRA STREET A DISTANCE OF 193.30 FEET TO A NON-TANGENT CURVE;

THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 8.50 FEET, A DELTA ANGLE OF 28°11'08", AND AN ARC LENGTH OF 4.18 FEET, WHOSE CHORD BEARS N 34°09'14" W A DISTANCE OF 4.14 FEET TO A POINT OF A REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 41.50 FEET, A DELTA ANGLE OF 105°05'45", AND AN ARC LENGTH OF 76.12 FEET, WHOSE CHORD BEARS N 04°18'05" E A DISTANCE OF 65.89 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF ELMIRA STREET ;

THENCE S 00°19'00" E ALONG SAID WEST RIGHT-OF-WAY OF ELMIRA STREET, A DISTANCE OF 8.06 FEET TO THE POINT OF A NON-TANGENT CURVE;

THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 99°58'57", AND AN ARC LENGTH OF 61.08 FEET, WHOSE CHORD BEARS S 00°19'00" E A DISTANCE OF 53.62 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF ELMIRA STREET;

THENCE S 00°19'00" E ALONG SAID WEST RIGHT-OF-WAY LINE OF ELMIRA STREET A DISTANCE OF 207.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25 OF BLOCK 7, NEW ENGLAND HEIGHTS AND SAID NORTH RIGHT-OF-WAY LINE OF EAST 25TH AVENUE;

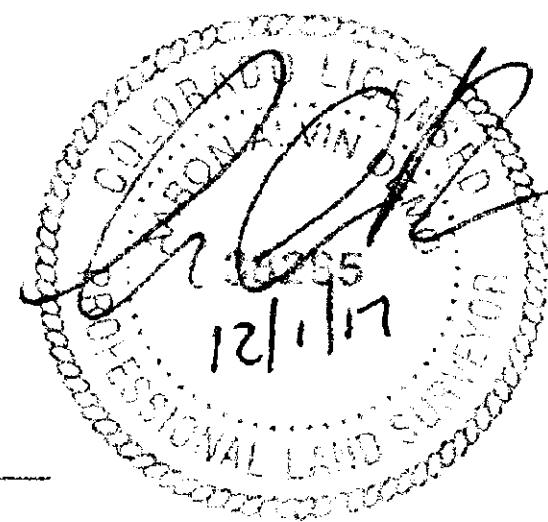
THENCE S 89°30'21" W ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST 25TH AVENUE A DISTANCE OF 134.81 FEET TO THE **POINT OF BEGINNING**;

SAID DESCRIBED EASEMENT CONTAINS 1,732 SQ. FT.

ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET.

SURVEYOR'S STATEMENT

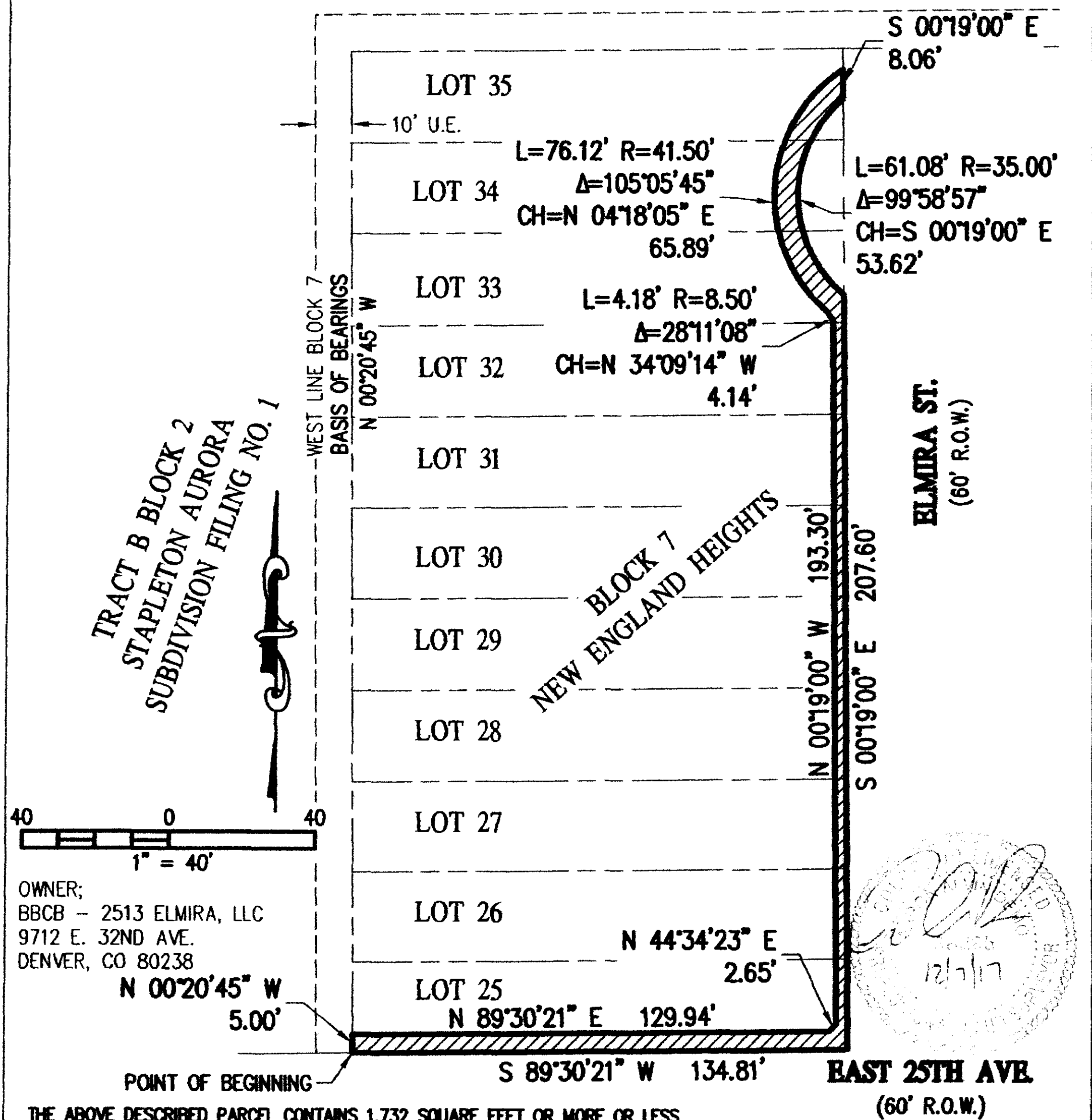
I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.



AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537

ILLUSTRATION FOR EXHIBIT A



CITY OF AURORA, COLORADO

A SIDEWALK EASEMENT SITUATED IN THE NW 1/4, NE 1/4 OF SECTION 34, T 3 S, R 67 W, 6TH P.M. ADAMS COUNTY, COLORADO, BEING A PART OF LOTS 25 - 35, BLOCK 7, NEW ENGLAND HEIGHTS

DRAWN BY:

DEW

SCALE:

1" = 40'

R.O.W. FILE NUMBER

CHECKED BY:

AAD

DATE:

10/27/2017

JOB NUMBER:

3260

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is \$1.00

DRAINAGE EASEMENT

The undersigned owner, hereinafter referred to as "Grantor", hereby acknowledges receipt from THE CITY OF AURORA, COLORADO, a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereinafter referred to as "City", and BBCB-2513 ELMIRA, LLC, a Colorado limited liability company, hereinafter referred to as "Landowner," the owner of that certain real property described as Lots 25 - 35, Block 7, New England Heights Subdivision, Adams County, Colorado ("Benefitted Property") (City and Landowner are collectively referred to herein as, "Grantees"), of the sum of one and no/100 dollar (\$1.00) and other good and valuable consideration, in consideration of which Grantor hereby grants unto said Grantees, its successors and assigns, a non-exclusive drainage easement together with the right, privilege and authority to construct, reconstruct, restore, repair, replace, remove, operate, maintain and use its underground sewer and storm drainage transmission mains and facilities, fixtures, devices and structures related thereto (collectively, the "Facilities"), and grading, whatsoever necessary or useful in the operation of the Facilities, in, over, through, along and across the following lots or parcels of land situated in the County of Adams, State of Colorado, and more particularly described as follows:

See Exhibit A wherein the description is more fully set forth (the "Premises"). Said Exhibit A is attached hereto and incorporated herein by reference.

Together with the right of ingress and egress over the Premises, to survey, construct, reconstruct, restore, maintain, repair, replace, operate, and use the Facilities and to remove objects or structures therefrom. City has the same rights granted herein to Landowner but is in no way obligated to survey, construct, reconstruct, restore, maintain, repair, replace, operate, and use the Facilities. The Landowner shall not interfere with any structures existing in any previously dedicated portion of the Premises. The Grantor shall not remove any dirt from the surface of the Premises or stockpile dirt on the Premises.

Landowner shall, at its sole expense, operate, use, maintain, repair, restore, replace, reconstruct and/or remove the Facilities installed on the Premises by Landowner in accordance with all applicable federal, state, and local requirements.

Landowner shall provide written notice to Grantor no less than three (3) business days prior to entering upon the Premises to repair, replace, maintain, or remove the Facilities.

Within ten (10) days of completing any activities that disturb the surface of the Premises, Landowner, at its sole expense, shall restore the surface of the affected portion of the Premises and all landscaping, grading, and irrigation systems thereon to substantially the same condition it was in immediately prior to such disturbance.

Landowner hereby waives, releases and discharges the Grantor from any and all liability for injuries, losses or damages resulting from the direct or indirect use of the Premises by the Landowner, its guests, licensees, employees, agents, contractors and other permitted users, except to the extent arising from the gross negligence or intentional misconduct of the Grantor, its employees, agents or representatives.

RSN 1250800

Landowner shall indemnify, protect and hold harmless and, in the Grantor's sole discretion, defend with counsel reasonably acceptable to Grantor, Grantor and its employees, agents and directors from and against any and all claims, damages, losses, liens, costs, liabilities, fines and expenses arising out of or in any way relating to Landowner's use of the Premises, except to the extent arising from the gross negligence or intentional misconduct of the Grantor, its employees, agents or representatives.

This easement is an easement appurtenant to the Benefitted Property and the Premises, and the provisions hereof, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

The Grantor reserves the right to use the Premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Facilities therein, or interfere with the exercise of any of the rights herein granted. Such reservation by the Grantor shall include the right to dedicate and use the land for public or private road, for park and open space purposes, and as yard area for structures, provided no permanent structures or fences are placed on the Premises, and any other lawful use which will not interfere with or endanger the Facilities or interfere with exercise of any of the rights herein granted.

In the case of permanent abandonment of the easement granted herein by Grantees, Grantees shall give written notice to Grantor of its intent to abandon said easement, and Landowner shall have six (6) months thereafter in which to remove the Facilities, and all property placed on the Premises at Landowner's sole expense; and for these purposes, all property placed by Grantees within the Premises shall be deemed to have remained personal property; and upon the failure of Landowner to remove all of said property within said six month period, then all of said property shall become the sole and separate property of the Grantor, its heirs, successors and assigns, and the Grantor, its heirs, successors and assigns, shall thereupon be restored to first and former estate, free and clear of any grant of easement herein contained or any right or privilege attaching to the herein described grant of easement.

[SIGNATURES APPEARING ON FOLLOWING PAGE]

Signed and delivered this _____ day of _____, A.D. 20____.

PARK CREEK METROPOLITAN DISTRICT

A quasi-municipal corporation and political
subdivision of the state of Colorado

By: _____

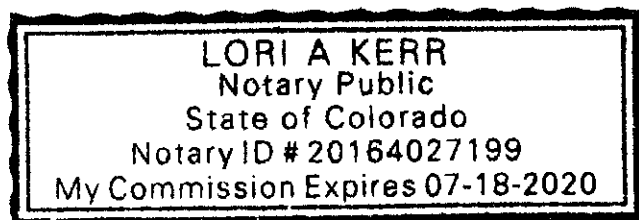
Title: _____

STATE OF COLORADO)
) \$
CITY AND COUNTY OF DENVER)

The above and foregoing instrument was subscribed and sworn to before me
this 20th day of FEBRUARY, A.D. 2018, by TAMMI T. HOLLOWAY
ASSISTANT SECRETARY FOR PARK CREEK METROPOLITAN DISTRICT

My Commission expires: 7-18-2020

Witness my hand and official seal.



NOTARY PUBLIC

APPROVED AS TO FORM:

REVIEWED BY:

Assistant City Attorney

Manager of Real Property Services

ACCEPTED:

BBCB-2513 ELMIRA, LLC a Colorado limited
liability company

By: _____

EXHIBIT A
PARCEL DESCRIPTION

A DRAINAGE EASEMENT SITUATED IN PART OF TRACT B, BLOCK 2, STAPLETON AURORA SUBDIVISION FILING NO. 1, BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING THE WEST LINE OF BLOCK 7, NEW ENGLAND HEIGHTS, TO BEAR N 00°20'45" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 7, NEW ENGLAND HEIGHTS:

THENCE N 00°20'45" W ALONG THE WEST LINE OF SAID BLOCK 7, A DISTANCE OF 256.83 FEET TO THE **POINT OF BEGINNING**;

THENCE N 24°08'14" W A DISTANCE OF 80.41 FEET;

THENCE N 65°51'46" E A DISTANCE OF 20.00 FEET;

THENCE S 24°08'14" E A DISTANCE OF 69.33 FEET TO THE NORTH LINE OF LOT 35, BLOCK 7, NEW ENGLAND HEIGHTS;

THENCE ALONG THE NORTH AND WEST LINES OF SAID BLOCK 7, THE FOLLOWING TWO (2) COURSES:

1. S 89°28'49" W A DISTANCE OF 13.83 FEET;
2. S 00°20'45" E A DISTANCE OF 18.17 FEET TO THE **POINT OF BEGINNING**;

SAID DESCRIBED EASEMENT CONTAINS 1,372 SQ. FT.

ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.
BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537

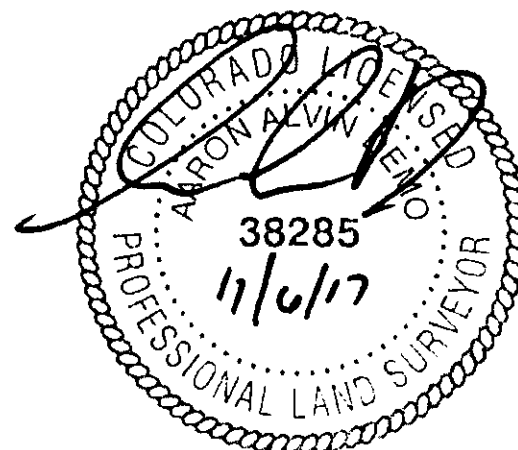


ILLUSTRATION FOR EXHIBIT A

N 65°51'46" E
20.00'

TRACT B BLOCK 2
STAPLETON AURORA
SUBDIVISION FILING NO. 1

POINT OF BEGINNING

WEST LINE BLOCK 7
BASIS OF BEARINGS
N 00°20'45" W

BLOCK 7
NEW ENGLAND HEIGHTS

LOT 29

LOT 28

LOT 27

LOT 26

LOT 25

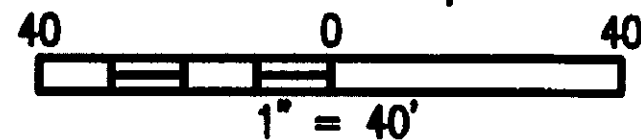
POINT OF COMMENCEMENT

ELMIRA ST.
(60' R.O.W.)



OWNER;
PARK CREEK METROPOLITAN DISTRICT
7350 E. 29TH AVE UNIT 200
DENVER, CO 80238-2721

EAST 25TH AVE.
(60' R.O.W.)



THE ABOVE DESCRIBED PARCEL CONTAINS 1,372 SQUARE FEET OR MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached description.

CITY OF AURORA, COLORADO

A DRAINAGE EASEMENT SITUATED IN THE NW
1/4, NE 1/4 OF SECTION 34, T 3 S, R 67 W,
6TH P.M. ADAMS COUNTY, COLORADO, BEING A
PART OF TRACT B, BLOCK 2, STAPLETON
AURORA SUBDIVISION FILING NO. 1

DRAWN BY:

DEW

SCALE:

1" = 40'

R.O.W. FILE NUMBER

CHECKED BY:

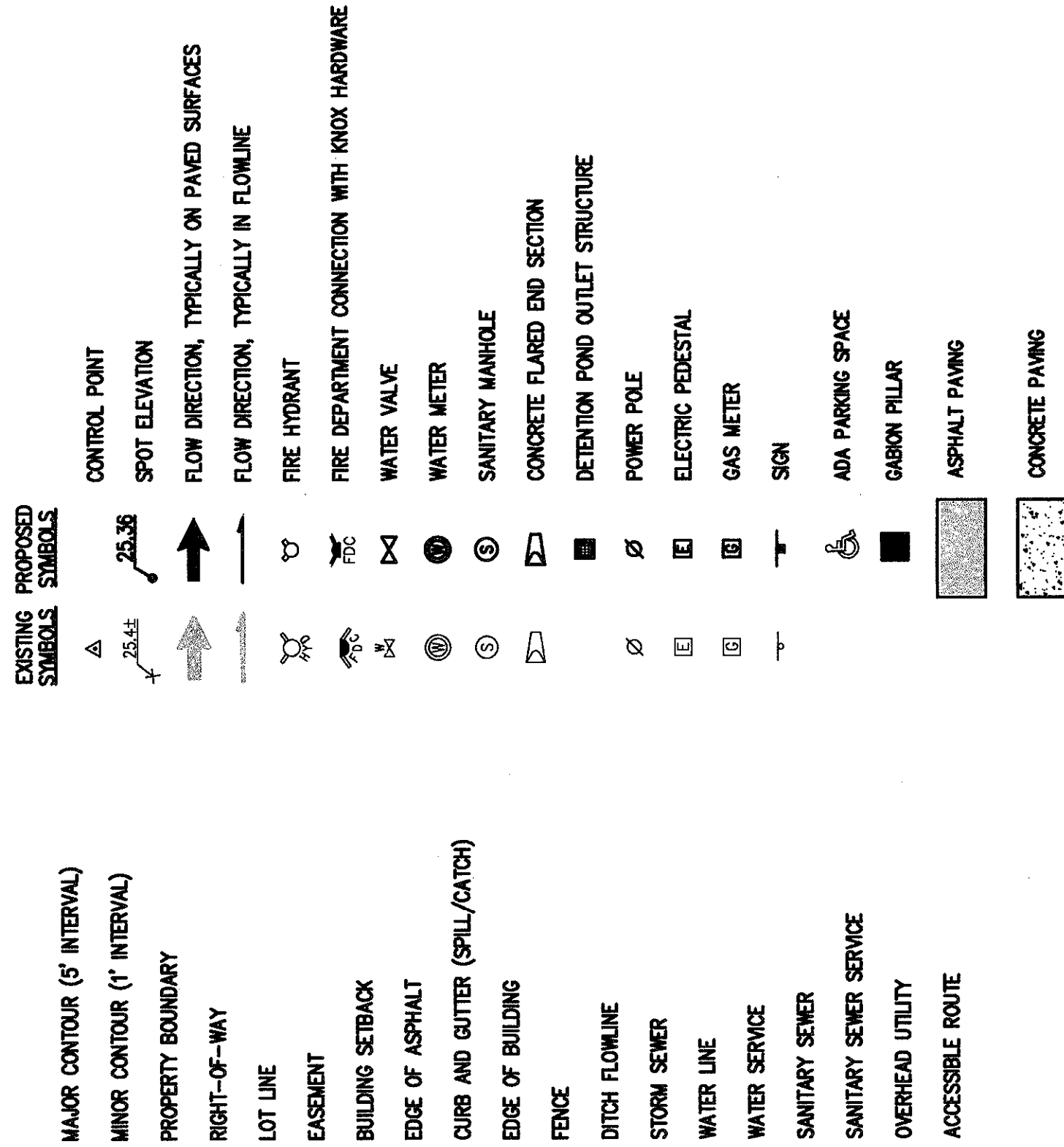
AAD

DATE:

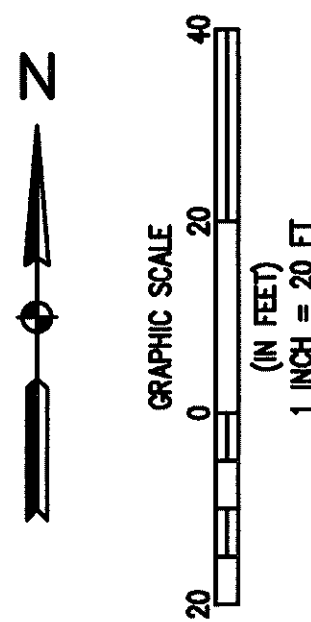
10/27/2017

JOB NUMBER:

3260



NOTE: 1. AT THE TIME OF CIVIL PLAN SUBMITTAL PROVIDE A COPY OF RECORDED DOCUMENT SHOWING DRAINAGE EASEMENT DETENTION VOLUME AND WSEL ARE APPROXIMATE AND WILL BE DETERMINED WITH CIVIL PLANS

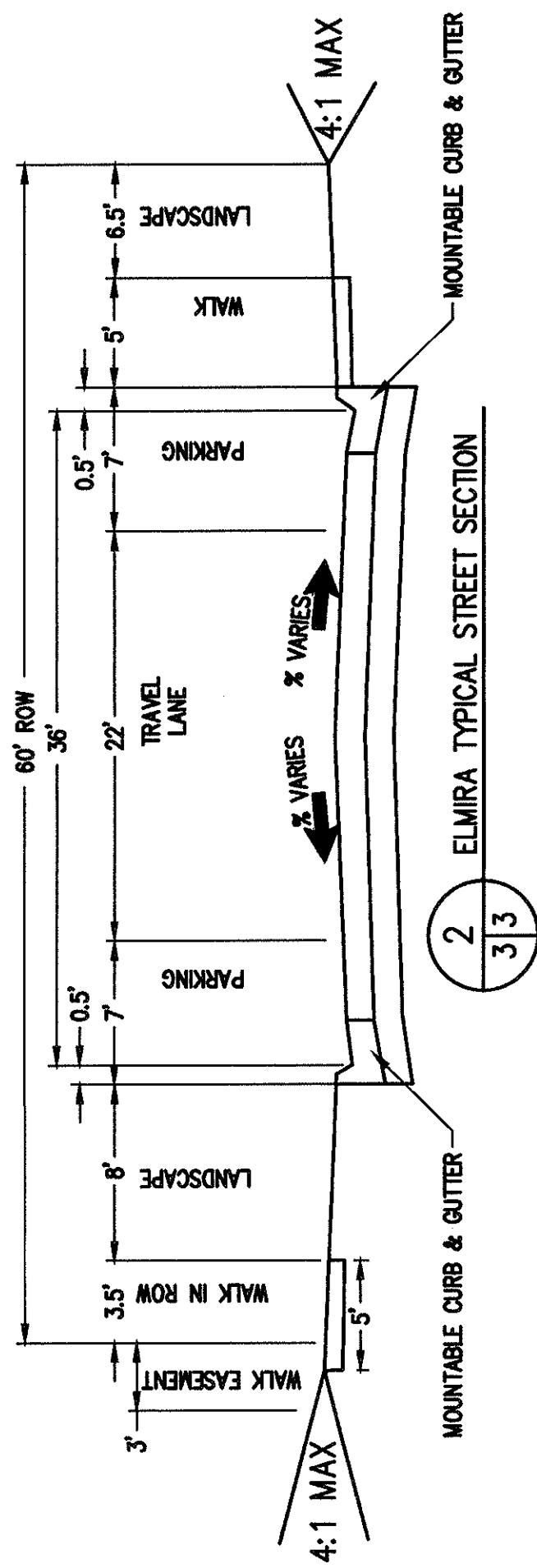
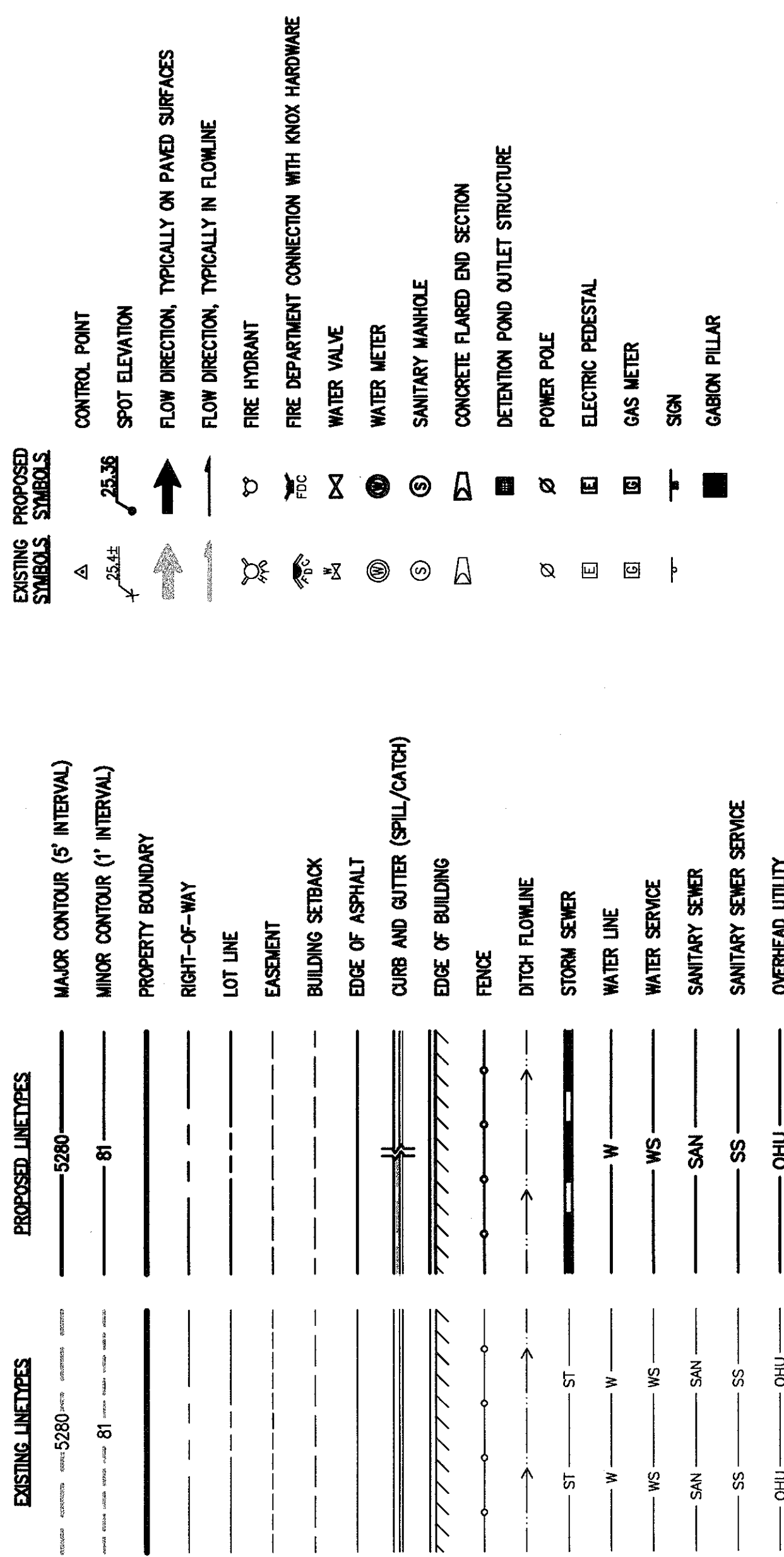
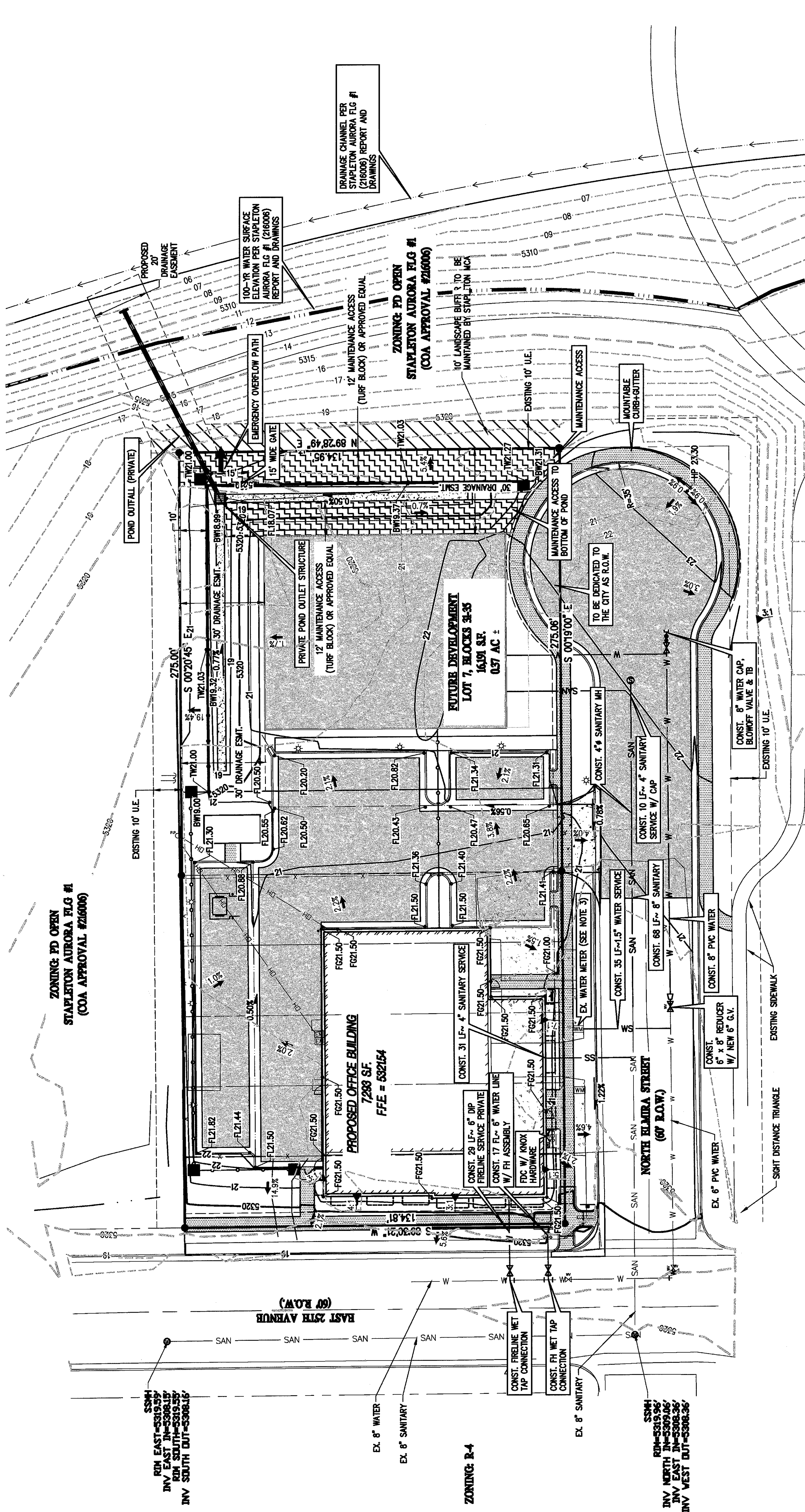


SITE PLAN

2

8

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NOTES

1. THE MAXIMUM SLOPE FOR HANDICAP PARKING STALLS IN ALL DIRECTION SHALL BE 2.0% MAXIMUM.
2. THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE DETENTION POND.
3. EXISTING WATER METERS TO BE UPGRADED TO CURRENT STANDARD.

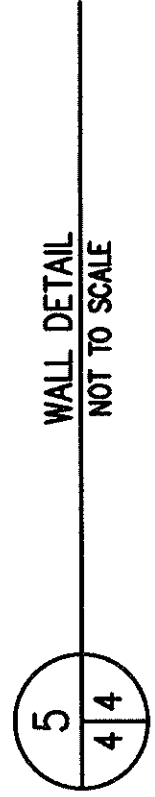
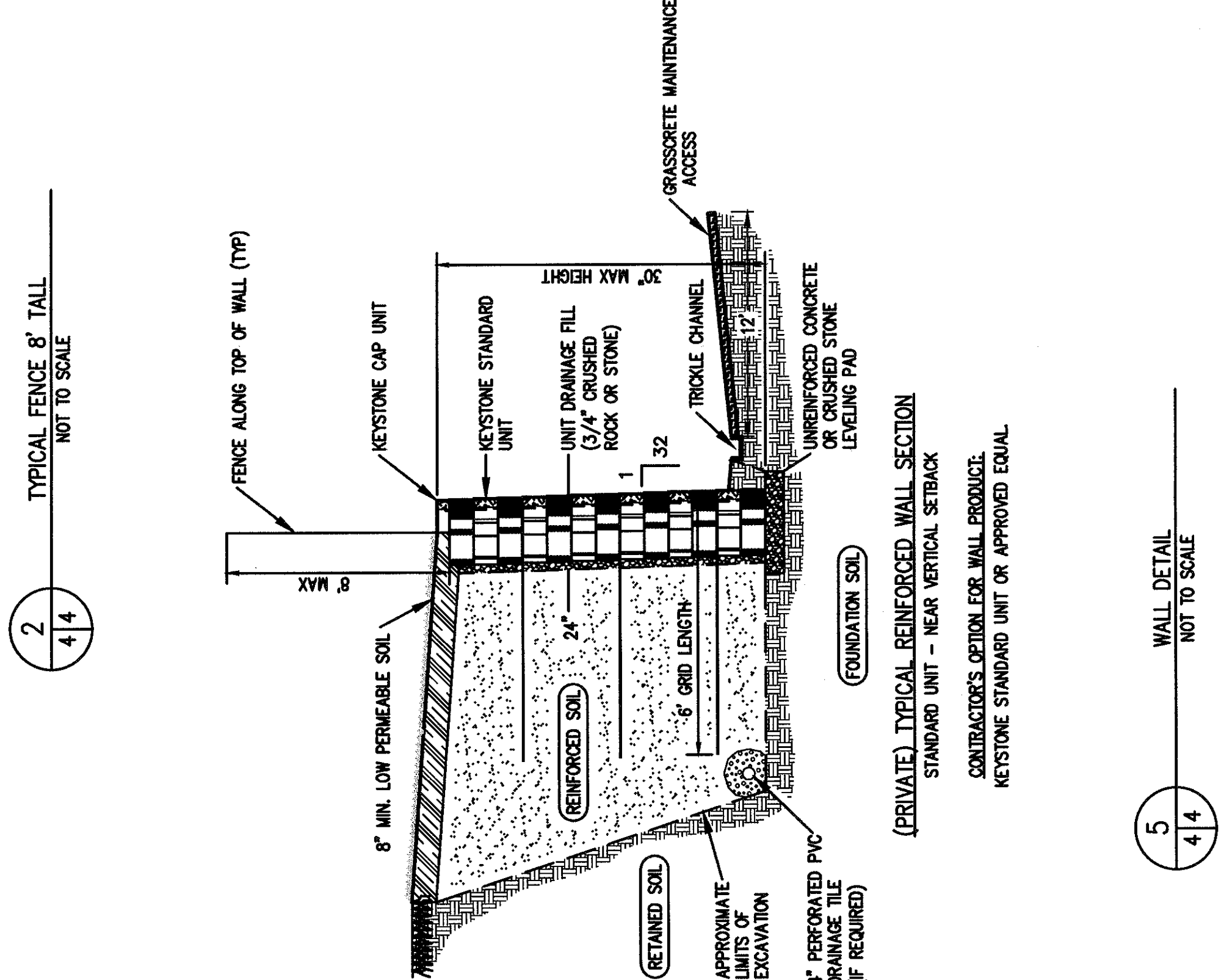
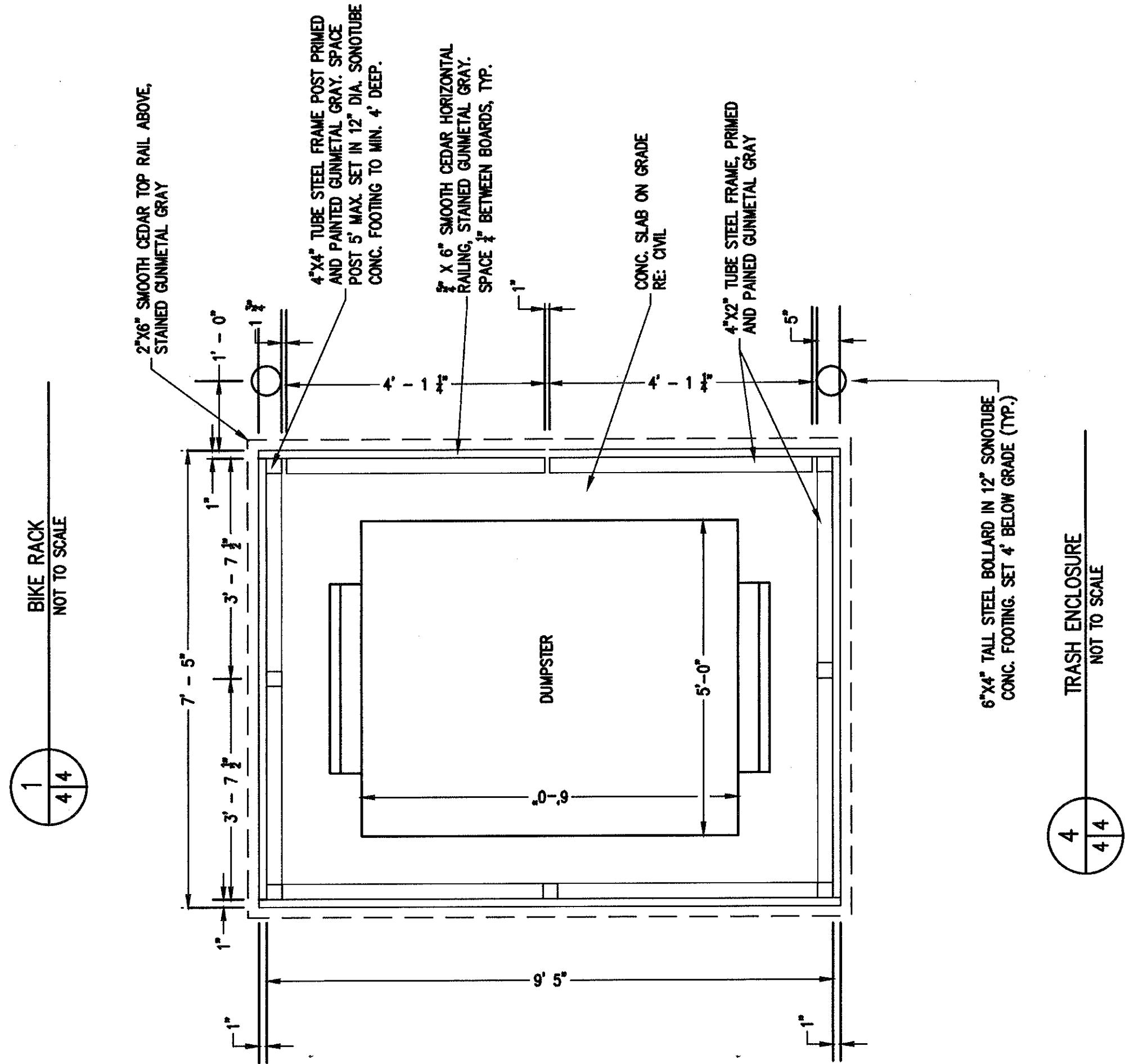
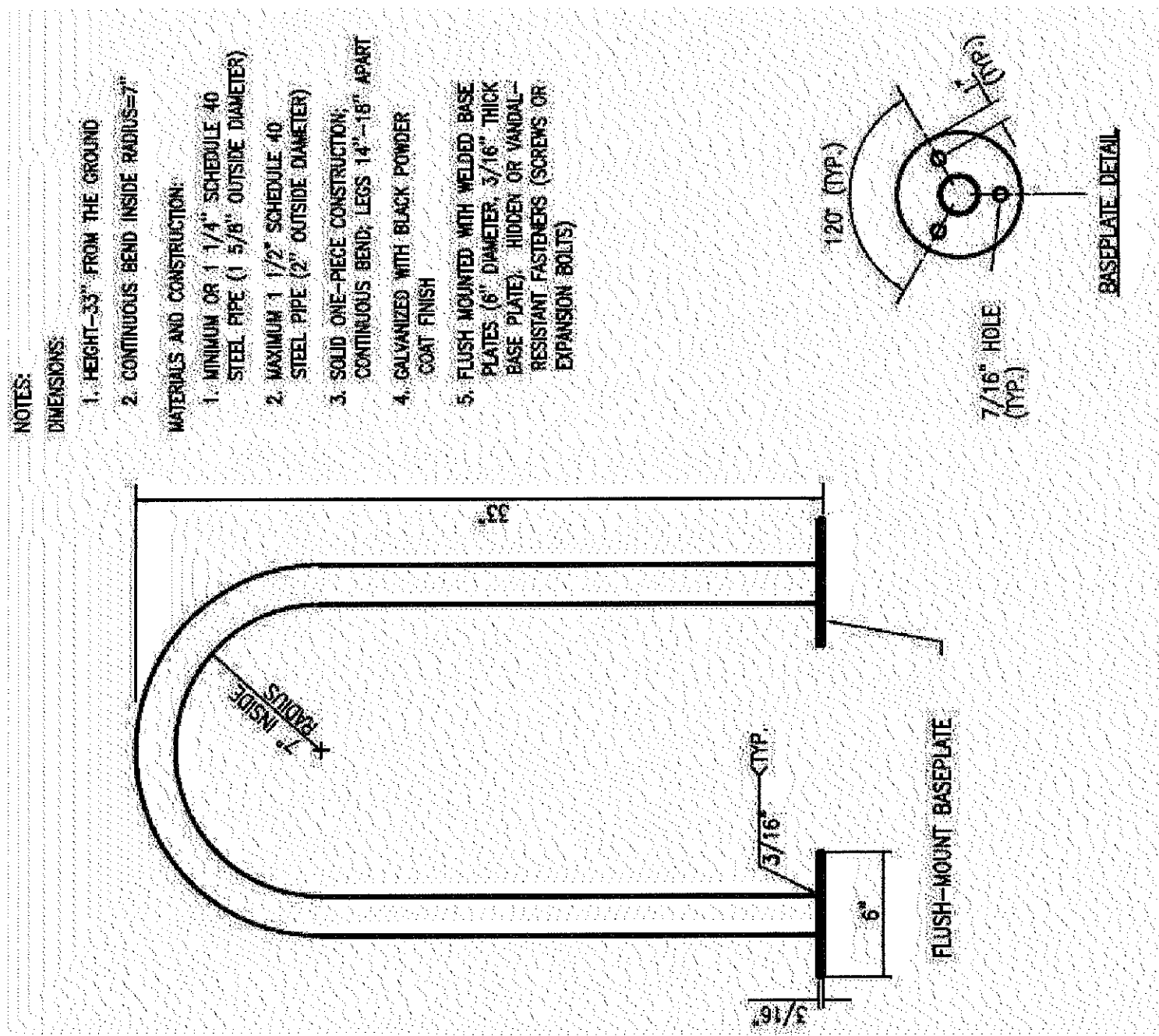
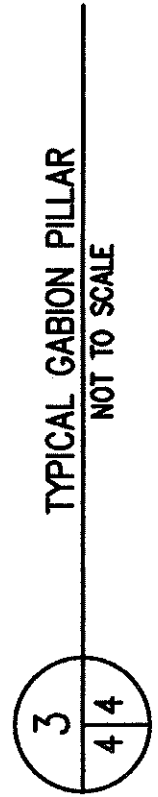
REVISION	DESCRIPTION	PREPARED BY	DATE	DESIGNED	XX	XX	XX	XX	XX
1	PER INITIAL CITY REVIEW	NJN	5.12.17						
2	PER 2ND ROUND COMMENTS	RSW	7/4/17						
3	PER FINAL REVIEW	NJN	8/30/17						
4	PER CITY REVIEW AND FOREST CITY COORDINATION	NJN	12/16/17						

PARADIGM SYSTEMS, INC.
CITY OF AURORA
25TH AND ELMIRA REDEVELOPMENT
2513 ELMIRA STREET
SITE DETAILS

PREPARED UNDER THE DIRECT
SUPERVISION OF
NOT FOR
PRELIMINARY
STRUCTION

FOR AND ON BEHALF OF BASELINE CORPORATION	
INITIAL SUBMITTAL	2/27/2017
DRAWING SIZE	24" X 36"
SURVEY FIRM	SURVEY DATE
SURVEY FIRM	XX/XX/XX
JOB NO.	C03260
DRAWING NAME	
3260 COVER & DETAILS.dwg	
SHEET	4 OF 8

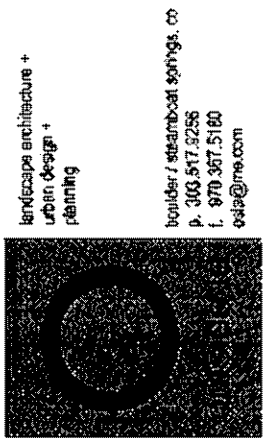
4



NOT TO SCALE

359
DESIGN

359 Design Studio, LLC
359 Design Studio, LLC
359 Design Studio, LLC



25th & Elmira Redevelopment Site Plan

LANDSCAPE NOTES:

- THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPE MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
- ALL SHRUB BEDS AND MULCH AREAS ARE TO BE CONTAINED WITH GREEN STEEL EDGER (NOT REQUIRED AT CURB, WALKS OR BUILDINGS).
- THE TURF AREAS, AS WELL AS THE SHRUB BEDS SHALL BE ROTOTILLED WITH PURE ORGANIC COMPOST AT A RATE OF 4 CUBIC YARDS PER 1,000 SQUARE FEET. THE PREPARATION SHALL BE THOROUGHLY INCORPORATED INTO THE TOP 6" OF SOIL.
- ALL LANDSCAPED AREAS AND PLANT MATERIALS, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE, AND DRYLAND GRASS AREAS, THAT COMPLY WITH THE REQUIREMENTS FOUND IN SEC. 146-1469, MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION, AND MAINTENANCE SHALL CONFORM TO THE REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
- ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY.
- SITE LIGHTING SHALL CONSIST OF:
 - BUILDING EXTERIOR & SITE LIGHTING - FULL CUTOFF WALL MOUNTED FIXTURES
 - ALL VEHICULAR DRIVES AND PARKING AREAS TO BE CONSTRUCTED OF ASPHALT, ALL PEDESTRIAN SIDEWALKS ADJACENT TO BUILDING AND PUBLIC STREETS TO BE CONSTRUCTED OF CONCRETE.
- LANDSCAPE MATERIALS SHOWN WITHIN THE SITE PLAN CANNOT ENDOUR INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS OR CORRIDORS.
- LANDSCAPE MATERIALS SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS, FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCOVERABLE. THE FIRE DEPARTMENT SHALL NOT BE DEFERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO THE FIRE PROTECTION EQUIPMENT OR HYDRANTS.
- A 5' CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
- LANDSCAPING MATERIALS SHOWN WITHIN THE SITE PLAN CANNOT ENDOUR INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS OR CORRIDORS.
- ALL FIRE HYDRANTS WILL BE LOCATED NOT LESS THAN THREE FEET - SIX INCHES (3'-6") AND NOT MORE THAN EIGHT (8) FEET FROM THE BACK OF CURB TO THE CENTER OF THE HYDRANT UNOBSTRUCTED ON THE STREET SIDE WITH A MINIMUM CLEARANCE ON ALL OTHER SIDES WILL BE FIVE (5) FEET.
- THE SEPARATION REQUIREMENTS FROM FIRE DEPARTMENT CONNECTIONS AND FIRE HYDRANTS MUST MEET BOTH LIFE SAFETY (TYPICALLY 3 FEET AND NO MATERIAL GREATER THAN 2 FEET IN HEIGHT) AND LANDSCAPING REQUIREMENTS.
- LANDSCAPING MATERIAL CANNOT BE OMITTED OR REDUCED BASED ON THE INSTALLATION OF A FIRE HYDRANT WITHIN A PARKING AREA OR ON THE STREET SIDE OF A BUILDING. ALL PLANTS MUST BE CONSTRUCTED WITHIN A MINIMUM CLEARANCE FROM THE BUILDING TO ADEQUATELY ACCOMMODATE BOTH LANDSCAPING MATERIAL AND FIRE HYDRANTS IN ORDER TO COMPLY WITH ALL CITY STANDARDS.
- ANY PROPOSED PLANTS IN THE TRIANGLE WILL COMPLY WITH CITY REQUIRED VERTICAL REQUIREMENTS. ALL PLANTS WILL MEET COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10.
- ALL TREES PLANTED IN TURF OR SEED AREAS SHALL BE PLANTED WITH A 5' DIAMETER RING OF WOOD MULCH TO PREVENT DAMAGE FROM MOWERS.
- THE PLANT MATERIAL REQUIRED FOR THE SPECIAL LANDSCAPE BUFFER ALONG THE NORTHERN PROPERTY LINE HAS BEEN PROVIDED AS PART OF THE STARLETON PARK SITE PLAN AND PARK CREEK METRO DISTRICT HAVE AGREED TO OWN, IRRIGATE AND MAINTAIN IT AS PART OF THEIR ORIGINAL PARK DEVELOPMENT.

WATER CONSERVING LANDSCAPE: 07/11/17		
	Square Footage	PERCENTAGE
NATIVE SEED	10,830	56%
SHRUB BEDS	6,000	31%
COOL SEASON GRASS	2,436	13%
TOTAL:	19,266	100%

NON-RESIDENTIAL BUILDING ELEVATION LANDSCAPING INFORMATION: 07/11/17

Elevation (direction facing)	Elevation Length	Tree Equivalent Required (1 tree equivalent per 40 LF)	No Shrubs Required (may subs. 1 om tree=10 shrubs or 1 shade tree = 12 shrubs)	# Trees Provided	Compliance	# Shrubs Provided (10 shrubs per tree equivalent)	Compliance
South	79 LF	2	20	2	✓	25	✓
East	95 LF	3	30	1	✓	39	✓

TABLE OF STREET FRONTAGE, STREET EDGE BUFFER AND NON-STREET FRONTAGE BUFFER LANDSCAPE REQUIREMENTS: 08/18/17

Buffer Description/Length/ Adj. Land Use	Width Required	Width Provided	Buffer Reduction Features	# Trees Required (1 tree/40 LF)	# Shrubs Required (10 shrubs / 40 LF)	# Trees Provided	# Shrubs Provided	Compliance	Perennials/Orn Grasses Provided
EAST 25TH AVE	10'	5'-5"	Standard Design Plus Xeriscape	1 @ 40' o.c. @ 135' = 4	34 shrubs	4	57	✓	31
ELMIRA STREET	none required but street trees are required	5'	Standard Design Plus Xeriscape	1 @ 40' o.c. @ 155' = 4	39 shrubs	4	39	✓	61
Buffer Description/Length/ Adj. Land Use	Width Required	Width Provided	Buffer Reduction Features	# Trees Required (1 tree/ 40 + 5 shrubs or 1.5 tree/40 LF no shrubs)	# Shrubs Required (5 shrubs / 40 LF)	# Trees Provided	# Shrubs Provided	Compliance	Perennials/Orn Grasses Provided
NORTH	10'	0'	Standard Design Plus Xeriscape	1 @ 40' O.C.(135 LF) = 4 + 17 shrubs (or 5 trees & no shrubs)	17	5	23	✓	X
WEST	5'	41" south 10' north	Standard Design Plus Xeriscape	1 @ 40' O.C. (212 LF) = 7 + 34 shrubs (or 10 trees & no shrubs)	34	7	42	✓	X

The Park Creek Metro District has agreed to allow the 10' buffer and plant material to occur on their property.

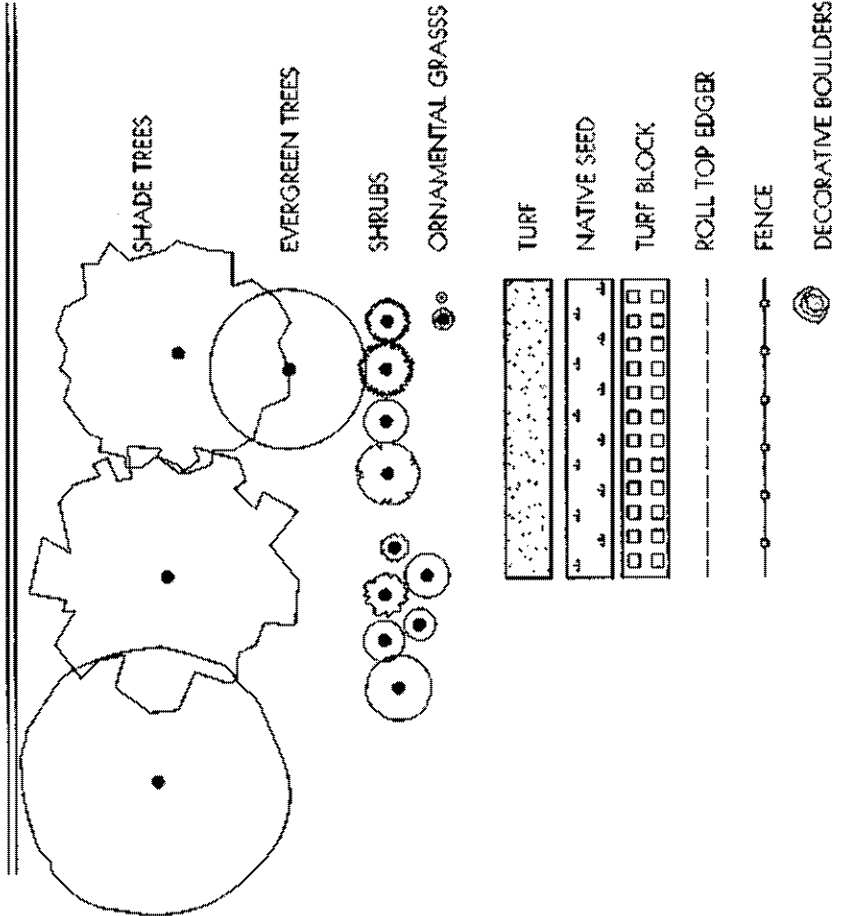
* The Park Creek Metro District has agreed to allow the 10' buffer and plant material to occur on their property.

WATER QUALITY / DETENTION POND LANDSCAPE REQUIREMENTS: 07/11/17

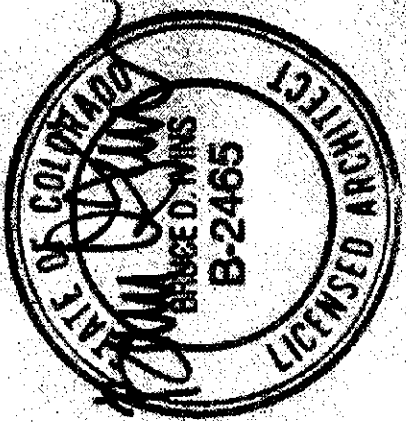
Square Footage	Trees Required (1 tree per 4000 LF)	Shrubs Required (10 shrubs/4000 LF)	# Trees Provided	Compliance	# Shrubs Provided (10 shrubs per tree equivalent)	Compliance
3225	1	10	1	✓	40*	✓

* Detention pond landscaping overlaps with the required buffer plantings.

LEGEND:



PLANT LIST: 07/11/17	KEY CITY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
SHRUB TREES					
1E	1	2 Urban Frontier	Frontier Elm	2.5' cal.	16' shown
1E	2	3 Greenleafed Yellow Birch	Express Kentucky Yellow Birch	2.5' cal.	16' shown
1E	3	4 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	4	5 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	5	6 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	6	7 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	7	8 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	8	9 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	9	10 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	10	11 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	11	12 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	12	13 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	13	14 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	14	15 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	15	16 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	16	17 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	17	18 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	18	19 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	19	20 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	20	21 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	21	22 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	22	23 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	23	24 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	24	25 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	25	26 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	26	27 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	27	28 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	28	29 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
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1E	36	37 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	37	38 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
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1E	39	40 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	40	41 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	41	42 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
1E	42	43 Ulmus americana	Prosperity Elm	2.5' cal.	16' shown
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**2503 & 2513
ELMIRA STREET
REDEVELOPMENT**

[illegible]

PROJECT NUMBER	15035.000
ISSUE DATE	'AUGUST 01, 2017

SHEET TITLE

EXTERIOR ELEVATIONS

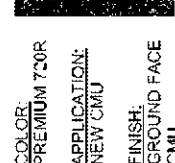

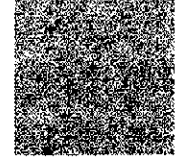
SHEET NO.

1

EXTERIOR MATERIAL LEGEND



COLOR: CHESAPEAKE BLEND	APPLICATION: NEW BRICK	FINISH: SMOOTH
--------------------------------------	----------------------------------	--------------------------



COLOR:
PREMIUM 720R

APPLICATION:
NEW CMU

FINISH:
GROUND FACE
CMU



CO ST	AP NE	FIN GR	CM



R: STANDARD 807R
 LOCATION: CMU INFILL
 1: END FACE



COLOR:
OFF-WHITE

APPLY:
EXISTING
BRICK

FINISH:
PAINTER



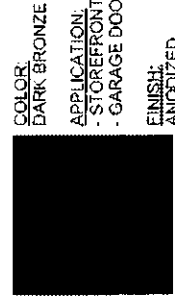
E
LON:
CMU &



COLOR:
PREMIUM 72

APPLICATION:
WINDOW SIL

FINISH:
SMOOTH



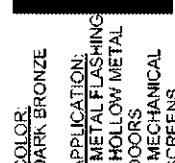
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DARK BRONZE

APPLICATION:
- STOREFRONT
- GARAGE DOOR

FINISH:
ANODIZED



Q



COLOR:
DARK BRONZE


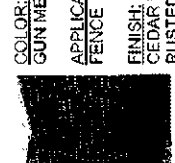
APPLICATION:
METAL FLASHING
HOLLOW METAL
DOORS
SCREENS



CO	API	SU	ST	FIN	BO



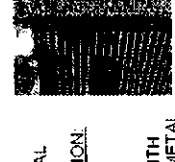
RE: METAL
LOCATION:
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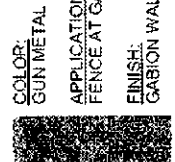
COLORS:
GUN METAL

APPLICATION:
FENCE

FINISH:
CEDAR
BUSTER



AL
ON:
WITH
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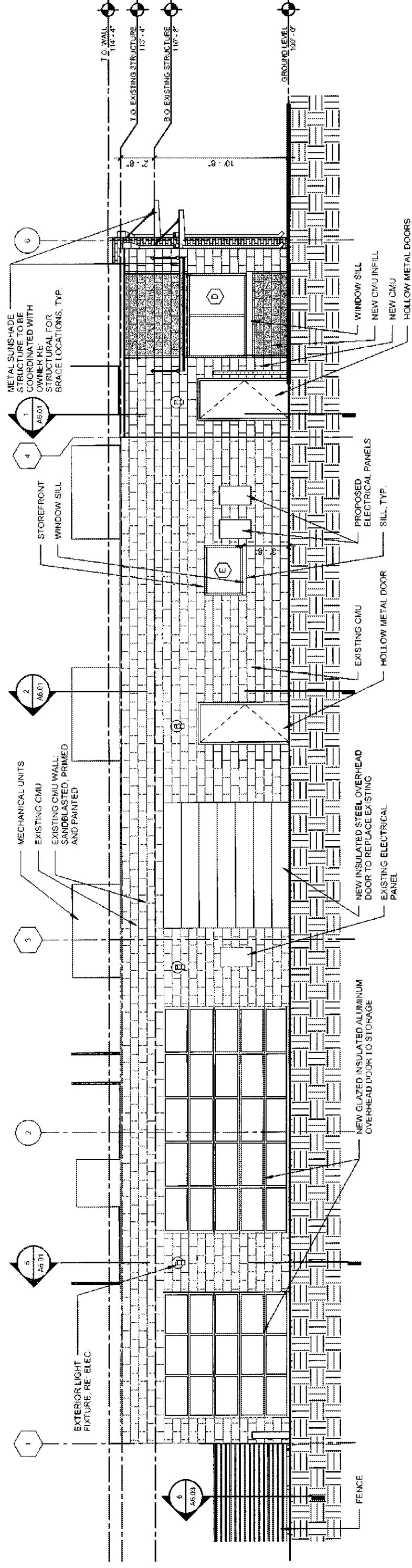


COLOR:
GUN METAL

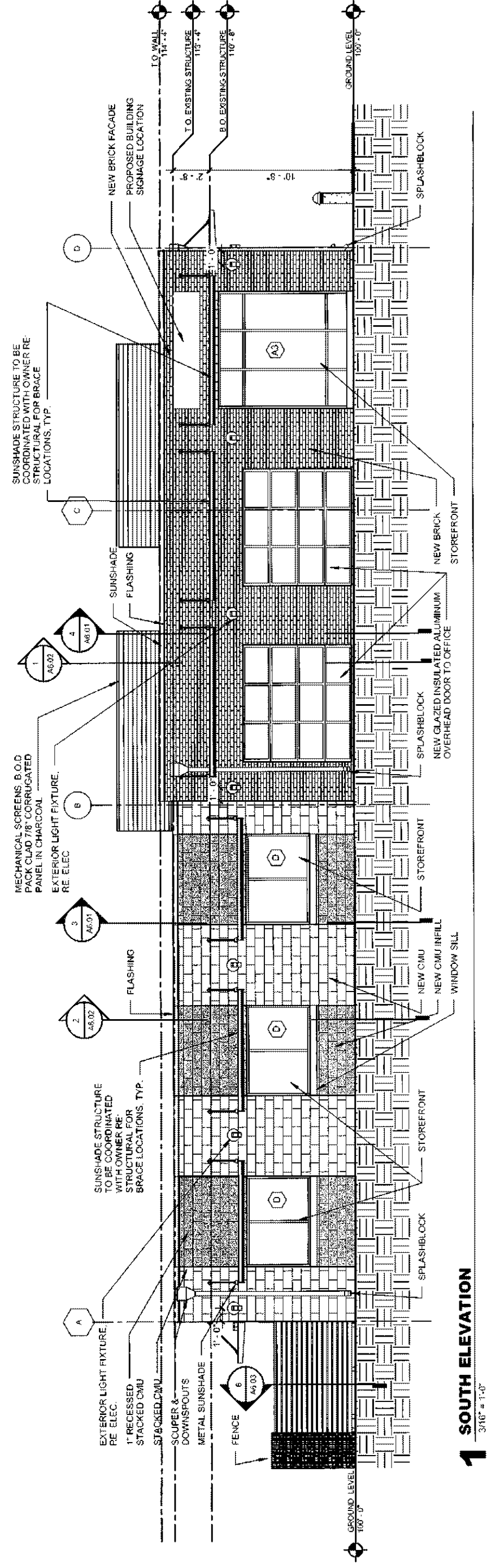
APPLICATION:
FENCE AT G

FINISH:
GABION WALL

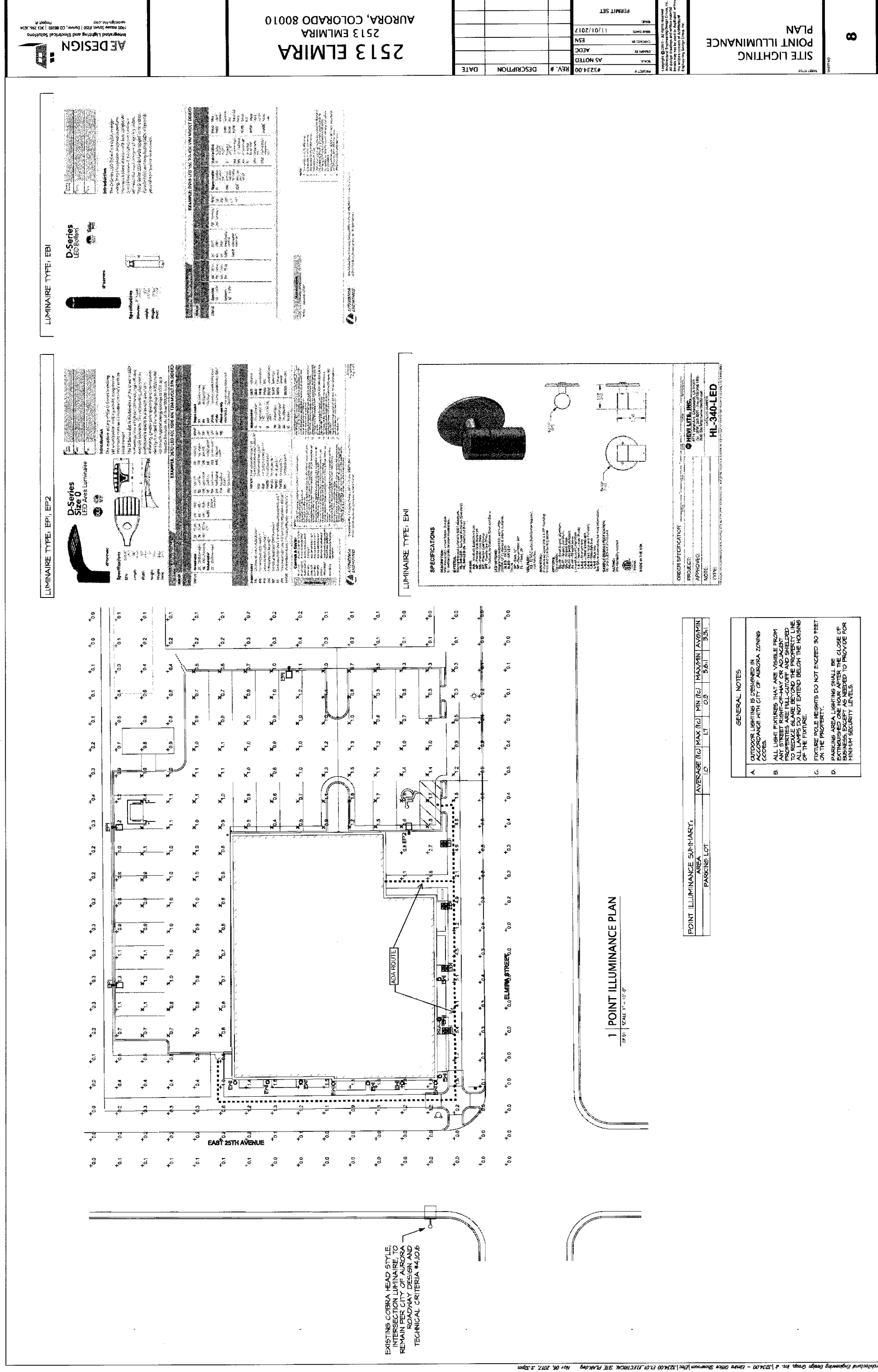
EXTERIOR LIGHT FIXTURE



2 WEST ELEVATION



1 SOUTH ELEVATION
3/16" = 1'-0"



DEED OF TRUST
SECURITY AGREEMENT AND FIXTURE FILING

Dated as of March 10, 2016

in the amount of: \$2,060,000.00
BBCB – 2513 ELMIRA, LLC,
Having its address at
2503 – 2513 Elmira Street, Aurora, CO 80010

BBCB – 2513 ELMIRA, LLC

(the "Grantor");

Public Trustee of the County of Adams
4430 S. Adams County Parkway, Ste. W1000
Brighton, CO 80601
(the "Trustee"); and

Compass Bank, having an address at
PO Box 797808, Dallas, TX 75379;

(the "Beneficiary").

LOCATION OF PREMISES

2503 – 2513 Elmira St., Aurora, CO 80010,
County of Adams, State of Colorado

Record and Return to:

Compass Bank
PO Box 797808
Dallas, TX 75379
Attn: Kerstin Scates



STATE OF COLORADO
COUNTY OF ADAMS

DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING

This Deed of Trust secures a note which provides for a variable interest rate.

This Deed of Trust secures a Construction Loan

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED OF TRUST (hereinafter referred to as this "Deed") is made and entered into as of March ____, 2016, by and among BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company (the "Grantor"), having as a mailing address 2503 – 2513 Elmira St., Aurora, CO 80010, and the Public Trustee of the County of Adams, having as a mailing address 4430 S. Adams County Parkway, Ste. W1000, Brighton, CO 80601 (hereinafter referred to as the "Trustee") and **Compass Bank**, having an address at PO Box 797808, Dallas, Texas 75379 (hereinafter referred to as the "Beneficiary").

In order to secure the payment, performance and observance of the indebtedness and other obligations of Grantor hereinafter set forth or a guaranty thereof, Grantor has granted and conveyed, and does by these present mortgage, grant, warrant, assign, convey, pledge and set over unto the Trustee, **IN TRUST, WITH POWER OF SALE**, all of the following described land and interests in land, estates, easements, rights, improvements, property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred to as the "Premises"):

- (a) All those certain tracts, or parcels of land more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land").
- (b) All buildings, and improvements of every nature whatsoever now or hereafter situated on the Land.
- (c) All construction materials, vaults, gas, electric and other utility fixtures, radiators, heaters, engines, machinery, boilers, ranges, elevators, plumbing and heating fixtures, draperies, carpeting and other floor coverings, fire extinguishers and any other safety equipment, washers, dryers, water heaters, water fountains, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, goods which are or are to become fixtures, machinery, equipment, inventory, supplies, appliances, and tangible personal property of every

kind and nature whatsoever now or hereafter owned by Grantor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Premises, and all attachments, additions, improvements, after-acquired property, renewals, proceeds and replacements of any of the foregoing and all the right, title and interest of Grantor in any of the foregoing property which is subject to or covered by any conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Grantor or on behalf of Grantor, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Deed.

- (d) All now owned or hereafter acquired Easements, rights-of-way, strips, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, and the reversions, remainders, rents, issues, profits, revenues, accounts, contract rights and general intangibles of or arising from the Premises (including without limitation all payments under room occupancy agreements, all leases or tenancies, proceeds of insurance, prepaid insurance premiums, condemnation payments, tenant security deposits, escrow funds and payments from motel guests), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same.
- (e) Any and all leases, subleases, rental agreements, occupancy agreements, licenses, concessions, entry fees, other agreements which grant a possessory interest in all or any part of the Premises, together with all rents, issues, profits, revenues, proceeds, awards, accounts, security deposits and other benefits now or hereafter arising from the use and enjoyment of the Premises or any part thereof.

TO HAVE AND TO HOLD the Premises, with all privileges and appurtenances thereunto belonging, unto the Trustee, forever. Grantor covenants that Grantor is lawfully seized and possessed of the Premises as aforesaid, and has all requisite right and authority to convey the same, that the same is unencumbered except for those matters expressly set forth in Exhibit "B" attached hereto and by this reference made a part hereof, and that Grantor does warrant and will forever defend the title thereto to the Trustee and the Beneficiary against the claims of all persons whomsoever, except as to those matters set forth in said Exhibit "B".

This Deed is given to secure the following described indebtedness (collectively the "Indebtedness"):

- (a) All sums evidenced by that certain Promissory Note (hereinafter referred to as the "Note") dated of even date herewith, made by **Grantor and PARADIGM SYSTEMS, INC., a Colorado corporation, as borrowers**, payable to the order of the Beneficiary, in the principal face amount of **Two Million Sixty Thousand Dollars and 00/100 (\$2,060,000.00)**, together with interest thereon, with the final payment being due **Twenty-Six (26) Years after the date of this Deed of Trust** (unless extended as may be provided in the Note); together with any and all modifications, renewals and/or extensions of the Note. This Deed of Trust matures **Twenty-Six (26) Years after the date of this Deed of Trust**.
- (b) Any and all additional advances made by the Beneficiary to protect or preserve the Premises or the lien hereof on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided (whether or not the original Grantor remains the owner of the Premises at the time of such advances).
- (c) Any and all other sums owed by Grantor to the Beneficiary hereunder, under the Note, or any and all other indebtedness, liabilities, or obligations of Grantor to the Beneficiary, of any nature whatsoever, whether now existing or hereafter created, whether direct, indirect or secondary, and any and all modifications, extensions or renewals thereof, including without limitation sums owed under any other instrument evidencing, securing or in any way concerning the debt evidenced by the Note.

The Note, this Deed and the following instruments (if applicable) which evidence, secure and/or relate to the loan evidenced by the Note, are hereinafter referred to as the "Security Documents:"

- (a) Assignment of Leases and Rents dated of even date herewith by Grantor as assignor in favor of Beneficiary as assignee;
- (b) Construction Loan Agreement dated of even date herewith between **Grantor, PARADIGM SYSTEMS, INC., a Colorado corporation, Charles Z. Ballard, Brenda M. Ballard, and the Ballard Family Trust dated April 28, 2008**, and Beneficiary;
- (c) Guaranty Agreements dated of even date herewith between **Charles Z. Ballard, Brenda M. Ballard, and the Ballard Family Trust dated April 28, 2008**, as guarantors, and Beneficiary; and
- (d) Security Agreement dated of even date herewith between **Grantor and PARADIGM SYSTEMS, INC., a Colorado corporation**, as debtors, and Beneficiary, as secured creditor; and
- (e) Environmental Warranty and Indemnification Agreements of even date herewith between **Grantor, PARADIGM SYSTEMS, INC., a Colorado corporation**,

Charles Z. Ballard, Brenda M. Ballard, and the Ballard Family Trust dated April 28, 2008; and

- (f) All other documents, instruments or agreements now or hereafter securing, evidencing and/or relating to the debt secured by the Note.

Should the Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, terms and conditions herein contained in a timely manner, then this conveyance shall be null and void and may be canceled of record at the request and the expense of Grantor.

Grantor hereby further covenants and agrees as follows:

ARTICLE I

1.01 Payment of Indebtedness. Grantor will pay the Note according to the tenor thereof and all other sums now or hereafter secured hereby promptly as the same shall become due.

1.02 Taxes, Liens and Other Charges.

- (a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of the Indebtedness or this Deed or the manner of collecting taxes so as to adversely affect the Beneficiary (exclusive of any tax of Beneficiary's net income), Grantor will promptly pay any such tax. If Grantor fails to make such prompt payment or if, in the opinion of the Beneficiary, any such state, federal, municipal, or other governmental law, order, rule or regulation prohibits Grantor from making such payment or would penalize the Beneficiary if Grantor makes such payment or if, in the opinion of the Beneficiary, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the entire balance of the principal sum secured by this Deed and all interest accrued thereon shall, at the option of the Beneficiary, become immediately due and payable.
- (b) Grantor will pay (to the extent same are not paid from the escrowed funds provided for in Paragraph 1.04), before the same become delinquent, all taxes, liens, assessments and charges of every character including all utility charges, now or hereafter be levied or assessed upon the Premises; and upon demand will furnish the Beneficiary receipted bills evidencing such payment.
- (c) Grantor will not suffer or permit any mechanic's, materialman's, laborer's, statutory or other lien to remain outstanding upon all or any part of the Premises.

- (d) Grantor, at its expense, may contest, after prior written notice to Beneficiary, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any taxes, liens, assessments or charges levied or assessed upon the Premises or any mechanic's, materialman's, laborer's, statutory or other lien filed against the Premises, so long as such proceedings operate to prevent the collection or other realization thereon, the sale or forfeiture of the Premises or any part thereof to satisfy the same or the impairment of Beneficiary's lien; provided that (i) during such contest the Grantor shall, at the option of the Beneficiary, provide Beneficiary with security satisfactory to the Beneficiary, assuring the payment of the Indebtedness and of any additional interest charge, penalty or expense arising from or incurred as a result of such contest, and (ii) if at any time payment of any obligation imposed upon the Grantor under this Paragraph 1.02 shall become necessary to prevent the sale or forfeiture of the Premises or any part thereof to satisfy the same, then Grantor shall pay the same in sufficient time to prevent sale or forfeiture.

1.03 Insurance. Grantor agrees to keep the Premises insured against loss or damage by fire and other casualty with extended coverage and against any other risks or hazards which in the opinion of Beneficiary should be insured against, and in any case against all risks which persons engaged in the same business as is carried on at the Premises customarily insure against, with the minimum amount of said insurance to be no less than the amount of the Note. Grantor shall also carry insurance against the risk of rental or business interruption at the Premises, in an amount deemed satisfactory by Beneficiary. All of such insurance shall be placed with a company or companies and in such form and with such endorsements as may be approved or required by Beneficiary. Loss under all such insurance shall be payable to Beneficiary in accordance with this paragraph, and all such insurance policies shall include a standard mortgagee clause in favor or and in form acceptable to Lender. Grantor shall also carry public liability insurance, in such form, amount and with such companies as Beneficiary may from time to time require, naming Beneficiary as an additional insured. The policy or policies evidencing all insurance referred to in this paragraph and receipts for the payments of premiums thereon shall be delivered to and held by Beneficiary. All such insurance policies shall contain a provision requiring at least thirty (30) days notice to Beneficiary prior to any cancellation or modification. Grantor shall give Beneficiary satisfactory evidence of renewal of all such policies with premiums paid at least thirty (30) days before expiration. Grantor agrees to pay all premiums on such insurance as they become due, and will not permit any condition to exist on or with respect to the Premises which would wholly or partially invalidate any insurance thereon. Beneficiary shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any such insurance, incur any liability for the form or legal sufficiency or absence of insurance contracts, solvency of insurers, or payment of losses, and Grantor hereby expressly assumes full responsibility therefor and all liability, if any, thereunder. Effective upon any default hereunder, all of Grantor's right, title and interest in and to all such policies and any unearned premiums paid thereon are hereby assigned to Beneficiary, which shall have the right, but not the obligation, to assign the same to any purchaser of the Premises at any foreclosure sale or other disposition thereof. The requirements of Beneficiary for insurance under the provisions of this paragraph may be modified or amended in whole or in part by Beneficiary, in its reasonable discretion, and Grantor

agrees, upon any expiration of any existing policy or policies of insurance, to provide a replacement policy or policies which shall meet such amended or modified insurance standards. In the event of a loss, Grantor shall give immediate written notice to the insurance carrier and Beneficiary. Grantor hereby appoints Beneficiary its attorney-in-fact for the purposes hereinafter set out, and authorizes and empowers Beneficiary, at Beneficiary's option and in Beneficiary's sole discretion as attorney-in-fact for Grantor, to make proof of loss, to adjust and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds. Grantor understands and agrees that the power of attorney hereby granted to Beneficiary is a power coupled with an interest and is irrevocable until Beneficiary's interest hereunder is terminated by the payment and performance of all of Grantor's obligations and indebtedness secured hereby. Grantor further authorizes Beneficiary, at Beneficiary's option, (a) to hold all or any portion of such proceeds to be used to reimburse Grantor for the costs of reconstruction or repair of the Premises, or (b) to apply all or any portion of such proceeds to the payment of the sums secured by this Deed, whether or not then due. In the event Beneficiary elects to require repair, restoration or rebuilding as provided herein, Grantor shall deposit with Beneficiary any funds which may be required for such repair, restoration or rebuilding in excess of the net insurance proceeds received, which funds shall be deposited with Beneficiary and held and disbursed by Beneficiary, together with the net insurance proceeds received, in accordance with the usual practices of Beneficiary or other lenders making construction loans. In the event Beneficiary elects to require repair, restoration or rebuilding hereunder, within thirty (30) days after notice to Grantor of such election Grantor shall deliver to Beneficiary plans and specifications for such rebuilding, restoration or repair acceptable to Beneficiary, which acceptance shall be evidenced by Beneficiary's written consent thereto, and Grantor shall thereafter commence the rebuilding, restoration or repair and complete same, all in substantial accordance with the plans and specifications, within four (4) months after the date of the damage or destruction. In the event Beneficiary elects to require rebuilding, restoration or repair hereunder and Grantor fails to comply with the requirements of this Deed with respect thereto, Beneficiary may accelerate payment of the indebtedness secured hereby and demand immediate payment of all of such indebtedness, and may apply the net insurance proceeds received, to the payment of such indebtedness. If the insurance proceeds are applied to the payment of the sums secured by this Deed, any such application of proceeds to principal shall be in such order as Beneficiary may determine and, if after so applying such insurance proceeds Beneficiary reasonably determines the remaining security to be inadequate to secure the remaining indebtedness, Grantor shall upon written demand from Beneficiary prepay on principal such an amount as will reduce the remaining indebtedness to a balance for which adequate security is present.

1.04 Impounds. Grantor shall, if requested by Beneficiary, deposit with Beneficiary or Beneficiary's designee on each monthly payment date as set forth in the Note one-twelfth (1/12) of the reasonably estimated amount of real estate taxes assessed or to be assessed against the Premises for the then current year, together with one-twelfth (1/12) of the reasonably estimated total of all insurance premiums required to be paid for the then current year, as estimated by Beneficiary, together with any extra amount necessary so that the next installments of real property taxes and insurance premiums may be paid from the deposit. Such moneys shall at proper times be progressively returned to Grantor for use in the actual payment of said taxes and

said insurance premiums or, at the sole election of Beneficiary, Beneficiary may use said moneys in actual payment of such taxes and premiums, but nothing in this paragraph shall release Grantor from its obligations to pay said taxes as the same become due and payable under the provisions hereof and to maintain in force all insurance policies as required hereby. All impounds required under this paragraph shall be deposited in a non-interest bearing account of Beneficiary, to be withdrawn by Beneficiary at such times and in such amounts as shall be deemed appropriate by Beneficiary. All amounts deposited under this paragraph are hereby assigned to Beneficiary as additional security for all indebtedness secured by this Deed, and so long as any Default as set forth herein including a default in the payment of any money or the performance of any covenant or obligation herein contained or secured hereby exists, then any deposits made by Grantor under this paragraph may, at the option of Beneficiary, be applied to the payment of principal and interest or other indebtedness secured hereby, in lieu of being applied to any of the purposes of this paragraph 1.04 previously stated.

1.05 Condemnation and Other Awards. If the Premises or any part thereof is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Grantor by virtue of its interest in the Premises shall be, and by these presents is, assigned, transferred and set over unto, and to be held by Beneficiary subject to the lien and security interest of this Deed, and disbursed at Beneficiary's option, (a) to hold all or any portion of such proceeds to be used to reimburse Grantor for the costs of reconstruction or repair of the Premises, or (b) to apply all or any portion of such proceeds to the payment of the sums secured by this Deed, whether or not then due. In the event Beneficiary elects to require repair, restoration or rebuilding as provided herein, Grantor shall deposit with Beneficiary any funds which may be required for such repair, restoration or rebuilding in excess of the net funds received in respect of the taking or diminution in value, which funds shall be deposited with Beneficiary and held and disbursed by Beneficiary, together with the net funds received in respect of the taking or diminution in value, in accordance with usual practices of Beneficiary or other lenders making construction loans. In the event Beneficiary elects to require repair, restoration or rebuilding hereunder, within thirty (30) days after notice to Grantor of such election Grantor shall deliver to Beneficiary plans and specifications for such rebuilding, restoration or repair acceptable to Beneficiary, which acceptance shall be evidenced by Beneficiary's written consent thereto, and Grantor shall thereafter commence the rebuilding, restoration or repair and complete same, all in substantial accordance with the plans and specifications, within four (4) months after the date of the taking or diminution in value. In the event Beneficiary elects to require rebuilding, restoration or repair hereunder and Grantor fails to comply with the requirements of this Deed with respect thereto, Beneficiary may accelerate payment of the indebtedness secured hereby and demand immediate payment of all of such indebtedness, and may apply the net funds received in respect of the taking or diminution in value to the payment of such indebtedness. If the proceeds are applied to the payment of the sums secured by this Deed, any such application of proceeds to principal shall be in such order as Beneficiary may determine and, if after so applying such proceeds Beneficiary reasonably determines the remaining security to be inadequate to secure the remaining indebtedness, Grantor shall upon written demand from Beneficiary prepay on principal such an amount as will reduce the remaining indebtedness to a balance for which adequate security is present.

1.06 Care of Premises.

- (a) Grantor will keep the buildings, parking areas, roads and walkways, recreational facilities, landscaping and all other improvements of any kind now or hereafter erected on the Land or any part thereof, and the fixtures, furnishings and equipment therein and thereon, in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.
- (b) Grantor will not remove or demolish or alter the structural character of any improvement located on the Land without the written consent of the Beneficiary.
- (c) If the Premises or any part thereof is damaged by fire or any other cause, Grantor will give immediate written notice thereof to the Beneficiary.
- (d) The Beneficiary, Trustee or their respective representatives are hereby authorized to enter upon and inspect the Premises at any time during normal business hours or, upon an occurrence of an Event of Default, at any time.
- (e) Grantor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof. Grantor will deliver to the Beneficiary within ten (10) days after Grantor's receipt thereof copies of any additional governmental permits or approvals or disapprovals or notices issued with regard to the Premises or any portion thereof.
- (f) If all or any part of the Premises shall be damaged by fire or other casualty, Grantor will promptly restore the Premises to the equivalent of its original condition; and if a part of the Premises shall be damaged through condemnation, Grantor will promptly restore, repair or alter the remaining portions of the Premises in a manner satisfactory to the Beneficiary. Notwithstanding the foregoing, Grantor shall not be obligated to so restore unless in each instance, the Beneficiary agrees to make available to Grantor (pursuant to a procedure satisfactory to the Beneficiary) any net insurance or condemnation proceeds actually received by the Beneficiary hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration; provided, however, that the unavailability or insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Grantor of its obligation to restore. In the event all or any portion of the Premises shall be damaged or destroyed by fire or other casualty or by condemnation, Grantor shall promptly deposit with the Beneficiary a sum equal to the amount by which an architect's estimate (acceptable to Beneficiary) of cost of the restoration of the Premises exceeds the actual net insurance or condemnation proceeds received by the Beneficiary in connection with such damage or destruction.

1.07 Leases and Other Agreements Affecting Property. Grantor will duly and punctually perform all terms, covenants, conditions and agreements binding upon it under any lease, sublease, rental agreement, occupancy agreement or any other agreement of any nature whatsoever which involves or affects the Premises or any part thereof. Grantor will furnish the Beneficiary with executed copies of all leases, subleases, rental agreements or occupancy agreements now or hereafter created upon the Premises or any part thereof. Grantor will not without the express written consent of the Beneficiary, enter into any lease, sublease or occupancy agreements with respect to the Premises or any portion thereof. Grantor will not, without the express written consent of the Beneficiary, terminate or modify either orally or in writing, any lease, sublease, rental agreement or occupancy agreement now existing or hereafter created upon the Premises or any part thereof, nor will Grantor permit any assignment or a subletting by any Tenant without the prior express written consent of the Beneficiary. In order to further secure payment of the Note and the observance, performance and discharge of Grantor's obligations, Grantor hereby assigns, transfers and sets over unto the Beneficiary, and grants the Beneficiary a security interest in, all of Grantor's right, title and interest in, to and under all leases, subleases, rental agreements, occupancy agreements, licenses, concessions, entry fees, other agreements which grant a possessory interest and other contracts now or hereafter affecting the Premises or any part thereof and in and to all of the rents, issues, profits, revenues, proceeds, awards and other benefits now or hereafter arising from the use and enjoyment of the Premises or any part thereof; provided, however, that Beneficiary hereby licenses back to Grantor the right to collect the same so long as Grantor is not in default hereunder.

1.08 Security Agreement and Fixture Filing. Insofar as (i) any of the property listed in paragraphs (b) through (e) on pages 2 and 3 hereof and, (ii) all other personal property either referred to or described in this Deed, or in any way connected with the use or enjoyment of the Premises (hereinafter all collateral defined in Sections (i) and (ii) hereof shall be collectively referred to as "Collateral") this Deed, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of Colorado, as it may be amended from time to time (the "UCC"), is hereby made and declared to be: (x) a security agreement, encumbering the Collateral and (y) a fixture filing. Grantor does hereby grant to the Beneficiary a continuing lien and security interest in and to all of said Collateral and all replacements, substitutions, additions and proceeds thereof and all after-acquired property relating thereto. A financing statement or statements reciting this Deed to be a security agreement, affecting all of said Collateral aforementioned, shall be executed by Grantor and the Beneficiary and appropriately filed. Grantor covenants and agrees that, prior to changing its name, identity or structure, it will so notify the Beneficiary and will promptly execute any financing statements or other instruments deemed necessary by the Beneficiary to prevent any filed financing statement from becoming seriously misleading or losing its perfected status. The remedies for any violation of the covenants, terms and conditions of the security agreement herein contained shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in the UCC, all at the Beneficiary's sole election. Grantor and the Beneficiary agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed in anywise derogating from or impairing this declaration and hereby stated intention of Grantor and the Beneficiary that everything used in connection with the production of income from the

Premises, adapted for use therein, and/or which is described in this Deed, is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (c) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (aa) the proceeds of any insurance policy relating to the Premises, or (bb) any award in eminent domain proceedings for a taking or for loss of value, or (cc) Grantor's interest as lessor in any present or future lease, sublease, or rights to income growing out of the use and/or occupancy of the Premises, whether pursuant to lease, sublease, or otherwise, shall never be construed as in anywise altering any of the rights of the Beneficiary as determined by this instrument or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Beneficiary in the event any court shall at any time hold with respect to the foregoing (aa), (bb) or (cc), that notice of the Beneficiary's priority of interest to be effective against a particular class of persons, must be filed in the UCC records. The information contained herein is provided in order that this Deed shall comply with the requirements of the UCC for instruments to be filed as financing statements. The "Debtor" is the Grantor hereunder; the "Secured Party" is the Beneficiary herein, the principal place of business of the "Debtor" is as set forth on Page 1 of this Deed, the mailing addresses of the "Debtor and "Secured Party" are as set forth on Page 1 of this Deed, and the types or items of collateral are as described hereinabove.

1.09 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Beneficiary, Grantor will make, execute and deliver or cause to be made, executed and delivered, to the Beneficiary and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Beneficiary, any and all such other and further deeds to secure debt, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligation of Grantor under the Note and under this Deed, and (b) the lien of this Deed as a lien upon and security title in and to all of the Premises, whether now owned or hereafter acquired by Grantor. Upon any failure by Grantor so to do, the Beneficiary may make, execute, record, file, re-record and/or refile any and all such deeds to secure debt, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Grantor and Grantor hereby irrevocably appoints the Beneficiary the agent and attorney-in-fact of Grantor so to do. The lien hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Premises or any part thereof.

1.10 Expenses.

- (a) If any action or proceeding is commenced to which action or proceeding the Beneficiary or the Trustee is made a party or in which it becomes necessary to defend or uphold the lien of this Deed, the Grantor shall, on demand, reimburse the

Beneficiary and the Trustee for all expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees) incurred by the Beneficiary and/or the Trustee in any such action or proceeding. In any action or proceeding to foreclose this Deed or to recover or collect all or any portion of the Indebtedness, the provisions of law relating to the recovering of costs, disbursements and allowances shall remain unaffected by this covenant.

- (b) The Grantor shall pay when due all payments and charges on all liens, encumbrances, ground and other leases, and security interests which may be or become superior or inferior to the lien of this Deed, and, if Grantor shall not make such payments, the Beneficiary shall have the right, but shall not be obligated, to pay such payments and charges and the Grantor shall, on demand, reimburse the Beneficiary for amounts so paid. In addition, upon default of the Grantor in the performance of any other terms, covenants, conditions or obligations by it to be performed under any such prior or subordinate lien, encumbrance, lease or security interest, the Beneficiary shall have the right, but shall not be obligated, to cure such default in the name and on behalf of the Grantor. All sums advanced and reasonable expenses incurred at any time by the Beneficiary pursuant to this Paragraph 1.10 or as otherwise provided under the terms and provisions of this Deed or under applicable law shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at an interest rate equal to the lesser of the Default Rate under the Note, or the highest lawful contract rate.
- (c) The Grantor agrees to bear and pay all expenses (including reasonable attorneys' fees and appellate attorneys' fees actually incurred) of or incidental to the enforcement of any provision hereof, or the enforcement, compromise or settlement of this Deed or the Indebtedness, and for the curing thereof, or for defending or asserting the rights and claims of the Beneficiary in respect thereof, by litigation or otherwise. All rights and remedies of the Beneficiary shall be cumulative and may be exercised singly or concurrently. Notwithstanding anything herein contained to the contrary, the Grantor, and having consulted with counsel of its choosing: (a) hereby waives trial by jury in any action brought by Beneficiary to enforce any provisions of this Deed; (b) will not (i) at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Premises or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed, nor (ii) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, nor (iii) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof; (c) hereby expressly waives all benefit or advantage of any such law or laws referred to in subparagraph (b) above;

and (d) covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Beneficiary, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Grantor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Premises marshalled upon any foreclosure hereof.

1.11 Estoppel Affidavits. Grantor, upon fifteen (15) days prior written notice, shall furnish to the Beneficiary a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Indebtedness and whether or not any offsets or defenses are claimed to exist against such principal and interest, and such other information as may be requested by the Beneficiary.

1.12 Subrogation. The Beneficiary shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Indebtedness.

1.13 Financial Statements and Other Disclosures. Grantor represents and warrants to Beneficiary that all financial statements and credit applications delivered by Grantor to Beneficiary accurately reflect the financial condition and operations of Grantor at the times and for the periods therein stated. So long as this Deed is in force and effect, Grantor agrees to deliver to Beneficiary, within 90 days after the end of each of Grantor's fiscal years, an income statement on the use and operation of the Premises, a complete and accurate copy of Grantor's federal tax returns and financial statements, including consolidated statements of cash flow, and a consolidated balance sheet and statement of income, together with all schedules, all prepared in accordance with generally accepted accounting principles certified by an officer of the Grantor, showing the consolidated financial position of Grantor at the close of such fiscal year, and concurrently therewith a certificate of its president or chief financial officer to the effect that such officer is not aware of any condition or event which constitutes a default under this Deed or a default under any franchise agreement to which Grantor is a party, or under any notes or obligations or which, with the mere passage of time or notice, or both, would constitute a default under this Deed or a default under any such franchise agreement or under any notes or obligations of the Grantor. Grantor hereby agrees to immediately notify Beneficiary in writing as to the existence of any notes payable by Grantor, or any related person or entity, to any franchisor for unpaid royalties or other unpaid obligations to such franchisor.

1.14 Limit of Validity. All agreements between the Grantor and the Beneficiary are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds of the Note, acceleration of maturity of the unpaid principal balance of the Note or otherwise, shall the amount paid or agreed to be paid to the Beneficiary for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances, whatsoever fulfillment of any provision hereof or of the Security Documents shall involve transcending the limit of validity prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and, if from any circumstance the Beneficiary shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the

reduction of the unpaid principal balance due under the Note and not to the payment of interest. This provision shall control every other provision of all agreements between the Grantor and the Beneficiary.

1.15 No Further Encumbrances. Grantor shall not, directly or indirectly (including, without limitation, by equipment leasing or similar arrangements, or by pledging or hypothecation of partnership interests in Grantor), further encumber the Premises, or any part thereof, it being understood by Grantor that the Premises, and all parts thereof, shall remain free and clear of any and all debt instruments or other obligations for repayment of money except those given in connection with the loan evidenced by the Note.

1.16 Restrictions on Transfers.

- (a) Grantor shall not, without first obtaining the prior written consent of the Beneficiary (which consent may be given or withheld by the Beneficiary in the Beneficiary's sole discretion), whether voluntarily or involuntarily by operation of law or otherwise (i) transfer, sell, convey or assign all or any portion of the Premises, or contract to do any of the foregoing, including, without limitation, options to purchase and installment sales contracts, land contracts, real estate contracts or contracts for deed, (ii) (except as permitted by Section 1.07 of this Deed) lease all or any portion of the Premises or change the legal possession or use thereof, (iii) except as provided in this Paragraph, permit the dilution, transfer, pledge, hypothecation or encumbrance of any partnership interest of Grantor, or of any stock, partnership or beneficial interests in any partner of Grantor which is a corporation, partnership or a trust (exclusive of Grantor limited partner transfers), or (iv) permit the assignment, transfer, delegation, change, modification or any diminution of the duties or responsibilities of Grantor as manager of the Premises (except to a professional management company or companies acceptable to Beneficiary, in Beneficiary's sole discretion). Without limiting the generality of the preceding sentence, the prior written consent of the Beneficiary shall be required for (i) any transfer made to a subsidiary or affiliate entity of Grantor, (ii) any transfer made to a reconstituted general or limited partnership, (iii) transfers by any partnership to its individual partners or vice versa, (iv) any transfer by any corporation to its stockholders or vice versa, (v) any corporate merger or consolidation. In the event that the Beneficiary, in the Beneficiary's sole discretion, is willing to consent to a transfer which would otherwise be prohibited by this Paragraph 1.16(a), the Beneficiary may condition its consent on such terms as it desires, including, without limitation, an increase in the interest rate of the Note (and recalculation of the amortization provisions thereof), and the requirement that Grantor pay a transfer fee, together with any expenses incurred by the Beneficiary in connection with the granting of such consent (including, without limitation, attorneys' fees).
- (b) If Grantor violates the terms of Paragraph 1.16(a) hereof, in addition to any other rights or remedies which Grantor may have herein, in any other Security Document, or at law or in equity, Beneficiary may increase the interest rate charged on the

Indebtedness up to the Default Rate, such interest being due on demand and being secured by this Deed.

1.17 Representations and Warranties. As a special inducement to the Beneficiary to make the loan evidenced by the Note, and with knowledge that the Beneficiary will rely thereon, Grantor represents and warrants to the Beneficiary as follows:

- (a) There exist no leases or subleases, occupancy agreements or similar arrangements affecting all or any portion of the Premises other than those identified on Exhibit "C" attached hereto and by this reference made a part hereof;
- (b) There are no license, franchise, commission, management, service, maintenance, or other contracts or agreements in existence affecting in any way the operation, maintenance or conduct of business at the Premises other than those identified on Exhibit "C".
- (c) There are no equipment leases, rental agreements or similar arrangements affecting in any way the operating, maintenance or conduct of business at the Premises other than those identified on Exhibit "C".
- (d) All licenses, permits and other approvals necessary or appropriate for conduct of the business carried out at the Premises have been obtained by Grantor and same are current and in full force and effect.
- (e) All sales and payroll tax obligations of Grantor which are due and payable have been satisfied.
- (f) There are no UCC Financing Statements which affect or encumber any portion of the Premises or any other security for the Indebtedness other than those in favor of Beneficiary.

1.18. Environmental Representations and Warranties. Grantor represents and warrants to Beneficiary that: (a) during the period of Grantor's ownership of the Premises, there has not been, nor will there be in the future, any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any person or entity on, or about the Premises; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Beneficiary in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Premises or (ii) any actual or threatened litigation or claims of any kind by any person or entity relating to such matters; and (c) except as previously disclosed to and acknowledged by Grantor in writing, (i) neither Grantor nor any tenant, contractor, agent, or other authorized user of the Premises shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Premises and (ii) all such activity shall be conducted in full compliance with all applicable federal, state, and local laws, regulations and ordinances. Grantor, at any time during

usual business hours, authorizes Beneficiary and its agents to enter upon the Premises to make such inspections and tests, including, without limitation, intrusive tests, at Grantor's expense, as Beneficiary may deem appropriate to determine compliance with this section of the Deed and the absence of any hazardous waste or hazardous substance on or near the Premises. Any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary. Grantor hereby (a) releases and waives any future claims against Beneficiary for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs associated therewith, and (b) agrees to indemnify and hold harmless Beneficiary against any and all claims, losses, liabilities, damages, penalties, and expenses, which Beneficiary may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed or as a consequence of any use, generation, manufacture, storage, disposal, release, or threatened release occurring prior to Grantor's ownership or interest in the Premises, whether or not the same was or should have been known to Grantor. The provisions of this paragraph of the Deed, including the obligation to indemnify, shall survive the payment of the indebtedness secured herein and the satisfaction and reconveyance of the lien of this Deed and shall not be affected by Beneficiary's acquisition of any interest in the Premises, whether by foreclosure or otherwise. The terms "hazardous waste," "disposal," "release," and "threatened release," as used in this Deed shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA") the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation Act, 49 U.S.C. Section 6901 et seq., as amended, or other applicable state or federal laws, rules or regulations adopted pursuant to any of the foregoing. The term "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products and asbestos.

1.19 Management of the Premises. Grantor agrees that so long as this Deed is in effect, the Premises may not be managed by any entity except by Grantor, unless the Beneficiary has given its prior written approval to the respective professional management company (the "Managing Agent") and the management contract (the "Management Contract"). In such event, Grantor shall collaterally assign its rights under the Management Contract to Beneficiary. Additionally, the Managing Agent shall enter into the Beneficiary's then-current "Consent to Collateral Assignment of Management Agreement" which shall provide, *inter alia*, that (i) the Management Contract may not be modified or terminated so long as this Deed is in effect without the prior written consent of the Beneficiary; (ii) in the event of an Event of Default hereunder, all amounts due and payable to the Managing Agent under the Management Contract shall be subordinate to the Indebtedness and (iii) in the event of a default by the Grantor under the Management Contract, the Managing Agent shall provide the Beneficiary with prompt written notice of such default, and the Beneficiary shall have the right, but not the obligation, to cure such default within a reasonable period of time.

1.20 Use of Premises. Grantor represents and warrants that as of the date of this Deed, the Premises are used for lawful purposes only. Grantor covenants that Grantor will not allow any other uses on the Premises unless Beneficiary has given its prior written consent thereto.

ARTICLE II

2.01 Events of Default. The terms "Event of Default" or "Events of Default", wherever used in this Deed, shall mean any one or more of the following events:

- (a) The occurrence of a default or event of default under the Note; or
- (b) Failure by Grantor to duly observe, comply with or perform within ten (10) days after written notice of such failure is given to Grantor, any other term, covenant, condition or agreement of this Deed not requiring the payment of money by Grantor except Paragraphs 1.15 and 1.16; or
- (c) The occurrence of a default or event of default under, or failure by Grantor, any Guarantor or any other obligors to perform any of its or their obligations under, any of the Security Documents; or
- (d) Any warranty or representation of Grantor contained in this Deed or in any other instrument, document, transfer, conveyance, assignment, loan agreement or financial statement given by Grantor with respect to the Indebtedness secured hereby, is incomplete, untrue or misleading in any material respect; or
- (e) The filing by Grantor, its general partners (if any) or any Guarantor of a voluntary petition in bankruptcy or adjudication of Grantor or any Guarantor as a bankrupt or insolvent, or the filing by Grantor or any Guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Grantor or any Guarantor or of all or any substantial part of the Premises or of any or all of the rents, issues, profits or revenues thereof, or the making by Grantor or any Guarantor of any general assignment for the benefit of creditors, or the admission in writing by Grantor or any Guarantor of its inability to pay its debts generally as they become due; or
- (f) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition, filed against Grantor or any Guarantor, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Grantor, or any Guarantor, or of all or any substantial part of the Premises or of any or all of the rents, issues, profits or

revenues thereof without the consent or acquiescence of Grantor, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

- (g) Failure by Grantor to comply with the terms of Paragraphs 1.15 or 1.16 hereof; or
- (h) The termination, liquidation or dissolution of Grantor; or
- (i) Failure to maintain any license, permit, or contract necessary or appropriate for conduct of any business now or hereafter being operated at the Premises, or the failure timely to pay any sales, employment or similar tax imposed on Grantor or the Premises; or
- (j) If the manager of the Premises is changed without Beneficiary's prior written consent; or
- (k) Any default which shall occur by Grantor under any other loan or extension of credit (including, without limitation, equipment leases) for which Grantor is responsible for making payments, whether or not such loan or extension of credit is made by the Beneficiary or others; or
- (l) Any default under any note or mortgage, evidencing or securing indebtedness of an entity affiliated with Grantor in favor of the Beneficiary or its affiliates; or

2.02 Acceleration of Maturity. If any Event of Default shall have occurred, then the entire Indebtedness shall, at the option of the Beneficiary, immediately become due and payable without notice or demand, time being of the essence of this Deed; and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

2.03 Beneficiary's Right to Enter and Take Possession, Operate and Apply Revenues.

- (a) If any Event of Default shall have occurred, Grantor upon demand of the Beneficiary, shall forthwith surrender to the Beneficiary the actual possession of the Premises, and if, and to the extent, permitted by law, the Beneficiary itself, or by such officers or agents as it may appoint, may enter and take possession of all the Premises without the appointment of a receiver, or an application therefor, and may exclude Grantor and its agents and employees wholly therefrom, and may have joint access with Grantor to the books, papers and accounts of Grantor.
- (b) If Grantor shall for any reason fail to surrender or deliver the Premises or any part thereof after such demand by the Beneficiary, the Beneficiary may obtain a judgment or decree conferring upon the Beneficiary the right to immediate possession or requiring Grantor to deliver immediate possession of the Premises to the Beneficiary, to the entry of which judgment or decree Grantor hereby specifically consents.

Grantor will pay to the Beneficiary, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to the Beneficiary, its attorneys and agents; and all such expenses and compensation shall, until paid, be secured by the lien of this Deed.

- (c) Upon every such entering upon or taking of possession, the Beneficiary may hold, store, use, operate, manage and control the Premises and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Premises insured; (iii) manage and operate the Premises and exercise all the rights and powers of Grantor to the same extent as Grantor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Beneficiary, all as the Beneficiary from time to time may determine to be in its best interest. The Beneficiary may collect and receive all the rents, issues, profits and revenues from the Premises, including those past due as well as those accruing thereafter, and shall have the benefit of all operating expenses and deposits prepaid by Grantor, and, after deducting (aa) all out-of-pocket and administrative expenses of taking, holding, managing and operating the Premises (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as the Beneficiary may at its option pay; (ee) other proper charges upon the Premises or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Beneficiary, and (gg) the payment of deposits required in Paragraph 1.04, the Beneficiary shall apply the remainder of the moneys so received by the Beneficiary as set forth in the Note.
- (d) If an Event of Default shall have occurred, the Beneficiary shall have the right, in its sole discretion, on Grantor's behalf, to terminate any management agreements, contracts or agents/managers responsible for property management of the Premises, and any such contracts, agreements, managers or agents shall expressly so agree.
- (e) Whenever all Events of Default have been cured if the Beneficiary in the Beneficiary's sole discretion shall have accepted such cure, the Beneficiary shall surrender possession of the Premises to Grantor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

2.04 Performance by the Beneficiary of Defaults by Grantor. If Grantor shall default in the payment, performance or observance of any term, covenant or condition of this Deed, the Beneficiary may, at its option, without waiving the right to accelerate the maturity of the Indebtedness, pay, perform or observe the same. The Beneficiary shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Beneficiary is hereby

empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Grantor or any person in possession holding under Grantor.

2.05 Receiver. If an Event of Default shall have occurred, the Beneficiary, upon application to a court of competent jurisdiction, shall be entitled without notice and without regard to the occupancy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect, apply and use the rents, issues, profits and revenues thereof, including those past due as well as those accruing thereafter, and said receiver shall have the benefit of all operating expenses and deposits prepaid by Grantor it being acknowledged by Grantor that if an Event of Default shall have occurred, that Beneficiary shall have the right to the Premises and that the Premises and the rents and profits therefrom in such event will be in danger of being lost, or materially injured or impaired. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Land is situated. Grantor will pay to the Beneficiary upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Paragraph 2.05; and all such expenses shall be secured by this Deed.

2.06 Enforcement.

- (a) Upon the occurrence of an Event of Default, the Beneficiary may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against the Grantor and to the Premises, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Beneficiary: (1) exercise the rights granted in Paragraphs 2.02 through 2.05 hereof, (2) exercise the power of sale and/or institute proceedings for the complete foreclosure of this Deed; (3) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Deed for the balance of the Indebtedness not then due; (4) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in the Note; (5) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Deed, or (6) pursue such other remedies as Beneficiary may have under applicable law.
- (b) Upon the occurrence of an Event of Default and the election of the Beneficiary to effect a trustee's sale of the Premises in lieu of judicial foreclosure, then the Beneficiary may instruct the Trustee to commence such sale and consummate such sale in the following manner:

The Trustee shall sell the Premises at public auction for cash, after having first given such notice of hearing as to the commencement of foreclosure

proceedings and obtaining such findings or leave of court as may be then required by law in giving such notice and advertising the time and place of such sale in such manner as may be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings, to convey title to purchaser as hereinafter set forth.

The Trustee shall deliver to the purchaser at any such Trustee's sale its deed, without warranty, which shall convey to the purchaser the interest in the Premises which the Grantor has or has the power to convey at the time of the execution of this Deed, and such as it may have acquired hereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances.

- (c) The proceeds of any sale made under this Article II, together with any other sums which then may be held by the Beneficiary under this Deed, whether under the provisions of this Article II or other otherwise, shall be applied as follows:

First: To the payment of the cost and expenses of any such sale, including reasonable compensation to the Beneficiary, its agents and counsel, of the cost and expenses of any judicial proceedings wherein the same may be made, of any reasonable trustee's commission, and a reasonable auctioneer's fee if such expense has been incurred.

Second: To payment of taxes due and unpaid on the property sold, unless the notice of sale provided that the property be sold subject to special assessments thereon and the property was so sold.

Third: To payment of special assessments, or any installments thereof, against the property sold, which are due and unpaid, unless the notice of sale provided that the property be sold subject to special assessment thereon and the property was so sold.

Fourth: To payment of all expenses, liabilities and advances made or incurred by the Beneficiary under this Deed, together with interest as provided herein on all advances made by the Beneficiary and all taxes or assessments, except any taxes, assessments or other charges subject to which the Premises shall have been sold.

Fifth: To the payment of the whole amount then due, owing or unpaid under the Indebtedness.

Sixth: To the payment of any other sums required to be paid by the Grantor pursuant to any provisions of this Deed or of the Note.

Seventh: To the payment of the surplus, if any, to whomever may be lawfully entitled to receive the same.

The Beneficiary and any receiver of the Premises, or any part thereof, shall be liable to account for only those rents, issues, profits and proceeds actually received by it.

- (d) In case of a sale under this Deed, the Premises, real, personal and mixed, may be sold in one parcel or more than one parcel.
- (e) The purchaser of the Premises sold pursuant to this Deed may, during any redemption period allowed to Grantor or any other party, make such repairs or alterations on said property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from the time of such expenditure at the rate of the lesser of the Default Rate under the Note or the highest lawful contract rate shall be added to and become a part of the amount required to be paid for redemption from such sale.
- (f) Upon any sale made under this Deed, the Beneficiary may bid for and acquire the Premises or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness the net sale price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Beneficiary is authorized to deduct under this Deed.
- (g) No recovery of any judgment by the Beneficiary and no levy of an execution under any judgment upon the Premises or upon any other property of the Grantor shall affect in any manner or to any extent, the lien of this Deed upon the Premises or any part thereof, or any liens, rights, powers or remedies of the Beneficiary hereunder, but such liens, rights, powers, and remedies of the Beneficiary shall continue unimpaired as before.
- (h) In the event of any sale made under or by virtue of this Deed the entire Indebtedness secured hereby, if not previously due and payable, immediately thereupon shall, anything in the Note or in this Deed to the contrary notwithstanding, become due and payable.

2.07 Interest After Default. If any payment due hereunder is not paid when due, then and in such event, the Grantor shall pay interest thereon from and after the date on which such payment first becomes due at the Default Rate provided in the Note and such interest shall be due and payable, on demand, whether or not any action shall have been taken or proceeding commenced to recover the same or to foreclose this Deed. Nothing in this Paragraph 2.07 or in any other provision of this Deed shall constitute an extension of the time of payment of the Indebtedness.

2.08 Grantor's Actions After Default. After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceeding by the Beneficiary to obtain judgment for the Indebtedness, or any portion thereof, or of any other

nature in and of the enforcement of the Note or of this Deed, the Grantor will, if required by the Beneficiary, consent to the appointment of a receiver or receivers of the Premises and of all the earnings, revenues, rents, issues, profits and income thereof.

2.09 Control By Beneficiary After Default. Notwithstanding the appointment of any receiver, liquidator or trustee of the Grantor, or of any of its property, or of the Premises or any part thereof, the Beneficiary shall be entitled to retain possession and control of all property now and hereafter covered by this Deed.

2.10 Waiver of Appraisement, Valuation, Stay, Extension, Homestead and Redemption Laws. Grantor agrees to the full extent permitted by law, that in the case of a default on the part of Grantor hereunder, neither Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed, or the absolute sale of the Premises, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

2.11 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder now or hereafter existing at law or in equity or by statute.

2.12 Waiver.

- (a) No delay or omission of the Beneficiary or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; any every right, power and remedy given by this Deed to the Beneficiary may be exercised from time to time and as often as may be deemed expedient by the Beneficiary. No consent or waiver, express or implied, by the Beneficiary to or of any breach or default by Grantor in the performance of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Grantor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its rights hereunder or impair any rights, powers or remedies arising by virtue of any breach or default by Grantor.

- (b) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment of any sums secured hereby; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Premises from the lien of this Deed or otherwise changes any of the terms, covenants, conditions or agreements of the Note or this Deed; (v) consents to the filing of any map, plat or replat affecting the Premises; (vi) consents to the granting of any easement or other right affecting the Premises; or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Deed or any other obligation of Grantor or any subsequent purchaser of the Premises or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, shall the lien of this Deed be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Premises, the Beneficiary, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Premises or the Indebtedness, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities or obligations.

2.13 Suits to Protect the Premises. Beneficiary shall have the power:

- (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Premises by any acts which may be unlawful or any violation of this Deed,
- (b) to preserve or protect its interest in the Premises and in the rents, issues, profits and revenues arising therefrom, and
- (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Beneficiary.

2.14 Beneficiary May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Guarantor, Grantor, or any of them or any of their creditors or property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for the entire amount due and payable by Grantor under this Deed at the date of the

institution of such proceedings and for any additional amount which may become due and payable by Grantor hereunder after such date.

ARTICLE III

3.01 Credits Waived. Grantor will not claim nor demand nor be entitled to any credit or credits against the Indebtedness for the taxes assessed against the Premises or any part thereof, and no deductions shall otherwise be made or claimed from the taxable value of the Premises or any part thereof by reason of this Deed or the Indebtedness.

3.02 No Release. Grantor agrees that in the event the Premises are sold and the Beneficiary enters into any agreement with the then owner of the Premises extending the time of payment of the Indebtedness, or otherwise modifying the terms hereof, Grantor shall continue to be liable to pay the Indebtedness according to the tenor of any such agreement unless expressly released and discharged in writing by the Beneficiary. Nothing in this Paragraph 3.02 shall be deemed to be a waiver of Paragraph 1.16 hereof.

3.03 Successors and Assigns. The provisions and covenants of this Deed shall run with the land, shall be binding on Grantor, and shall inure to the benefit of and be binding upon Grantor and the Beneficiary and their respective heirs, executors, legal representatives, successors and permitted assigns. Whenever a reference is made in this Deed to Guarantor, the Trustee, Grantor or the Beneficiary such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and permitted assigns thereof.

3.04 Terminology. All personal pronouns used in this Deed whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Deed itself.

3.05 Severability. If any provision of this Deed or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.06 Applicable Law. Grantor agrees that this Deed shall be construed, interpreted and enforced in accordance with the federal laws of the United States. Notwithstanding any provision of this Deed, Note or any other agreement between Grantor or Beneficiary, nothing in this Deed shall require the Grantor to pay, or the Beneficiary to accept, interest in an amount which would subject the Beneficiary to any penalty under applicable law. In the event that the payment of any interest due hereunder would subject the Beneficiary to any penalty under applicable law, then ipso facto the obligations of the Grantor to make payment shall be reduced to the highest rate authorized under applicable law.

3.07 Notices, Demands and Requests. All notices, demands or requests provided for or permitted to be given pursuant to this Deed must be in writing and shall be deemed to have been

properly given or served by depositing in the United States Mail, postpaid and registered or certified return receipt requested, and addressed to the addresses set forth on the first page hereof. All notices, demands and requests shall be effective upon being deposited in the United States Mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving at least thirty (30) days written notice hereof, Grantor or the Beneficiary shall have the right from time to time and at any time during the term of this Deed to change their respective addresses.

3.08 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Grantor under this Deed.

3.09 Title Acts by Trustee. At any time upon written request of the Beneficiary, payment of its fees and presentation of this Deed and the Note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the Indebtedness secured by this Deed, the Trustee may (a) consent to the making of any map or plat of the Premises, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Deed or the lien or charge thereof, (d) reconvey, without warranty, all or any part of the Premises. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters of facts shall be conclusive proof of the truthfulness thereof. The Grantor agrees to pay a reasonable Trustee's fee for full or partial reconveyance, together with a recording fee if the Trustee, at its option, elects to record said reconveyance.

3.10 Successor Trustee. At the option of the Beneficiary, with or without any reason, a successor or substitute trustee may be appointed by the Beneficiary without any formality other than a designation in writing of a successor or substitute trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor or substitute trustee shall exist as often and whenever the Beneficiary desires.

3.11 Acknowledgments by Grantor. Grantor acknowledges that the information set forth on the cover hereof is incorporated herein by reference and that Grantor has received a true copy of this Deed.

3.12 Small Business Administration.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a. When SBA is the holder of the Note, this document and all documents evidencing or securing the loan will be construed in accordance with federal law.

b. Beneficiary or SBA may use local or state procedures for purposes such as filing

papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No borrower may claim or assert against SBA any local or state law to deny any obligation of a borrower, or defeat any claim of SBA with respect to the loan.


Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the promissory note secured by this instrument.

IN WITNESS WHEREOF, Grantor has executed this Deed under seal, as of the day and year first above written.

Grantor:

BBCB – 2513 ELMIRA, LLC

By: Ballard Family Trust dated April 28, 2008,
its Member

By: 
Charles Z. Ballard, Trustee

By: 
Brenda M. Ballard, Trustee

STATE OF COLORADO)
)^{ss}
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of March, 2016 by Charles Z. Ballard and Brenda M. Ballard, as Trustees of the Ballard Family Trust dated April 28, 2008, as the Member of BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company.

GILLIAN P GODFREY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914007850
MY COMMISSION EXPIRES JUNE 10, 2019


Notary Public

My commission expires: 6/10/19

EXHIBIT "A"

LEGAL DESCRIPTION

**Lots 25 through 29, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado**

EXCEPT the rear 8 feet thereof.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

Those items described in the commitment to issue title insurance issued by the title commitment issued in connection with the transaction contemplated by this Deed of Trust.

EXHIBIT "C"

LEASES, SUBLEASES, CONTRACTS AND AGREEMENTS

None, other than the lease between Grantor, as lessor, and **PARADIGM SYSTEMS, INC.**, a Colorado corporation, as lessee.

UPON RECORDING RETURN TO:

Compass Bank
PO Box 797808
Dallas, TX 75379
Attn: Kerstin Scates

ASSIGNMENT OF LEASES AND RENTS

This Assignment is made this 10th day of **March, 2016**, between **BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company** (herein called "Assignor"), and Compass Bank (herein called "Assignee").

RECITALS

Assignor has executed and delivered to Assignee its promissory note of even date herewith in the principal amount of **\$2,060,000.00** or a guaranty thereof (herein called the "Note").

To secure payment of the Note or a guaranty of payment of the Note, Assignor has executed and delivered to Assignee a Mortgage/Deed of Trust of even date herewith (herein, together with all future amendments and supplements thereto, called the "Mortgage"), covering certain property (herein called the "Mortgaged Property") which, among other things, includes the real estate described in Exhibit "A" attached hereto and the buildings, improvements, and fixtures now or hereafter located thereon.

Assignee, as a condition to making the loan evidenced by the Note, has required the execution of this Assignment.

ACCORDINGLY, in consideration of the premises and in further consideration of the sum of One Dollar paid by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby grant, transfer and assign to Assignee all of the right, title and interest of Assignor in and to (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Mortgaged Property ("Lease" or "Leases"), and (ii) all rents, profits and other income or payments of any kind due or payable or to become due or payable to Assignor as the result of any use, possession or occupancy of all or any portion of the Mortgaged Property (all of which are hereinafter collectively referred to as "Rents"), whether the Rents accrue before or after foreclosure of the Mortgage or during the periods of redemption thereof, all for the purpose of securing:



255-01330-67551

- (a) Payment of all indebtedness evidenced by the Note and all other sums secured by the Mortgage or this Assignment; and
- (b) Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the Mortgage.

ASSIGNOR WARRANTS AND COVENANTS that it is and will remain the absolute owner of the Rents and Leases free and clear of all liens and encumbrances other than the lien granted herein; that it has not heretofore assigned or otherwise encumbered its interest in any of the Rents or Leases to any person; that it has the right under applicable law, under the Leases, under its Articles of Incorporation and By-Laws, Articles of Organization, or partnership formation documents and/or partnership agreement, and otherwise to execute and deliver this Assignment and keep and perform all of its obligations hereunder; that it will warrant and defend the Leases and Rents against all adverse claims, whether now existing or hereafter arising.

Assignor further covenants and agrees with Assignee as follows:

1. Performance of Leases. Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which it is now or hereafter becomes liable to observe or perform under any present or future Lease, and, at its sole cost and expense, enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease. Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Mortgaged Property. Assignor will give prompt written notice to Assignee of any notice of default on the part of Assignor with respect to any Lease received from the tenant thereunder, and will also at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Assignor or any tenant thereunder. Assignor will not lease or otherwise permit the use of all or any portion of the Mortgaged Property for rent that is below the fair market rent for such property.

2. Collection of Rents. Assignor will not collect or accept any Rents for the use or occupancy of the Mortgaged Property for more than one month in advance. Security deposits shall not be deemed Rents for purposes of this paragraph.

3. Protecting the Security of This Assignment. Should Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then Assignee, but without obligation to do so and without releasing the Assignor from any obligation hereunder, may make or do the same in such manner and to such extent as Assignee may deem appropriate to protect the security hereof, including, specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Leases and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. Assignor will pay immediately upon demand all sums expended by Assignee under the authority

of this Agreement, together with interest thereon at the rate stated in the Note, and the same shall be added to said indebtedness and shall be secured hereby and by the Mortgage.

4. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment, provided that Assignor shall have the right to collect, but not prior to accrual (except as permitted by paragraph 2 above), all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur under the Mortgage or Assignor shall have breached any warranty or covenant in this Assignment. Any Rents which accrue prior to an Event of Default under the Mortgage but are paid thereafter shall be paid to Assignee.

5. Survival of Obligation to Comply with Mortgage and This Assignment. This Assignment is given as security in addition to the Mortgage. Assignor covenants and agrees to observe and comply with all terms and conditions contained in the Mortgage and in this Assignment and to preclude any Event of Default from occurring under the Mortgage. All of Assignor's obligations under the Mortgage and this Assignment shall survive foreclosure of the Mortgage and Assignor covenants and agrees to observe and comply with all terms and conditions of the Mortgage and this Assignment and to preclude any Event of Default from occurring under the Mortgage throughout any period of redemption after foreclosure of the Mortgage.

6. Default; Remedies. Upon the occurrence of any Event of Default specified in the Mortgage or upon the breach of any warranty or covenant in this Assignment, Assignee may, at its option, at any time:

(a) in the name, place and stead of Assignor and without becoming a mortgagee in possession (i) enter upon, manage and operate the Mortgaged Property or retain the services of one or more independent contractors to manage and operate all or any part of the Mortgaged Property; (ii) make, enforce, modify and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix or modify the Rents and enforce all rights of Assignor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment.

(b) with or without exercising the rights set forth in subparagraph (a) above, give or require Assignor to give, notice to any or all tenants to pay all Rents under the Leases directly to the Assignee.

(c) without regard to waste, adequacy of the security or solvency of Assignor, apply for, and Assignor hereby consents to, the appointment of a receiver of the Mortgaged Property, whether or not foreclosure proceedings have been commenced under the Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred.

The exercise of any of the foregoing rights or remedies and the application of the rents, profits and income pursuant to paragraph 7, shall not cure or waive any Event of Default (or notice of default) under the Mortgage or invalidate any act done pursuant to such notice.

7. Application of Rents, Profits and Income. All Rents collected by Assignee or the receiver each month shall be applied as follows:

- (a) to payment of all reasonable fees of the receiver approved by the court;
- (b) to payment of all tenant security deposits then owing to tenants under any of the Leases pursuant to applicable law;
- (c) to payment of all prior or current real estate taxes and special assessments with respect to the Mortgaged Property, or if the Mortgage requires periodic escrow payments for such taxes and assessments, to the escrow payments then due;
- (d) to payment of all premiums then due for the insurance required by the provisions of the Mortgage, or if the Mortgage requires periodic escrow payments for such premiums, to the escrow payments then due;
- (e) to payment of expenses incurred for normal maintenance of the Mortgaged Property;
- (f) if received prior to any foreclosure sale of the Mortgaged Property, to Assignee for payment of the indebtedness secured by the Mortgage or this Assignment, but no such payment made after acceleration of the indebtedness shall affect such acceleration;
- (g) if received during or with respect to the period of redemption after a foreclosure sale of the Mortgaged Property:
 - (1) if the purchaser at the foreclosure sale is not the Assignee, first to Assignee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by the Mortgage or this Assignment, second to the purchaser as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the purchaser of the Mortgaged Property;
 - (2) if the purchaser at the foreclosure sale is the Assignee, to Assignee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by the Mortgage or this Assignment and the balance to be retained by Assignee as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to Assignee, whether or not any such deficiency exists.

The rights and powers of Assignee under this Assignment and the application of Rents under this paragraph 7 shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

8. No Liability for Assignee. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability

of Assignor under the Leases. This Assignment shall not operate to place upon Assignee responsibility for the control, care, management or repair of the Mortgaged Property or for carrying out of any of the terms and conditions of the Leases. Assignee shall not be responsible or liable for any waste committed on the Mortgaged Property, for any dangerous or defective condition of the Mortgaged Property, for any negligence in the management, upkeep, repair or control of said Mortgaged Property or for failure to collect the Rents.

9. Assignor's Indemnification. Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all claims, demands, liability, loss or damage (including all costs, expenses, and reasonable attorney's fees in the defense thereof) asserted against, imposed on or incurred by Assignee in connection with or as a result of this Assignment or the exercise of any rights or remedies under this Assignment or under the Leases or by reason of any alleged obligations or undertakings of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, together with interest thereon at the rate stated in the Note, shall be secured hereby and by the Mortgage and Assignor shall reimburse the Assignee therefor immediately upon demand.

10. Authorization to Tenant. Upon notice from Assignee that it is exercising the remedy set forth in paragraph 6(b) of this Assignment, the tenants under the Leases are hereby irrevocably authorized and directed to pay to Assignee all sums due under the Leases, and Assignor hereby consents and directs that said sums shall be paid to Assignee without the necessity for a judicial determination that a default has occurred hereunder or under the Mortgage or that Assignee is entitled to exercise its right hereunder, and to the extent such sums are paid to Assignee, Assignor agrees that the tenant shall have no further liability to Assignor for the same. The signature of Assignee alone shall be sufficient for the exercise of any rights under this Assignment and the receipt of Assignee alone for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Mortgaged Property. Checks for all or any part of the Rents collected under this Assignment shall upon notice from Assignee be drawn to the executive order of Assignee.

11. Satisfaction. Upon the payment in full of all indebtedness secured hereby as evidenced by a recorded satisfaction of the Mortgage executed by Assignee, this Assignment shall, without the need for any further satisfaction or release, become null and void and be of no further effect.

12. Assignee an Attorney-In-Fact. Assignor hereby irrevocably appoints Assignee, and its successors and assigns, as its agent and attorney-in-fact, which appointment is coupled with an interest, with the right but not the duty to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Assignee may deem appropriate to make this Assignment and any further assignment effective, including without limiting the generality of the foregoing, the right to endorse on behalf and in the name of Assignor all checks from tenants in payment of Rents that are made payable to Assignor.

13. Assignee Not a Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Assignee a mortgagee in possession.

14. Specific Assignment of Leases. Assignor will transfer and assign to Assignee, upon written notice by Assignee, any and all specific Leases that Assignee requests. Such transfer or assignment by Assignor shall be upon the same or substantially the same terms and conditions as are herein contained, and Assignor will properly file or record such assignments, at Assignor's expense, if requested by Assignee.

15. Warranties and Representations Regarding any Current Lease. Assignor warrants that it is Lessor pursuant to any current lease; that any current lease has not been modified and is in full force and effect; not to modify without Lender's written consent or in any way alter any of the terms of any current lease, nor to terminate any current lease or accept a surrender of the current lease; that it will not waive or in any way release or allow substitution of performance under the terms of any current lease by tenant thereof; that any current lease is free and clear of any and all liens and encumbrances; that any current lease has not been previously pledged or assigned to any other party; that it is not in default of any of the terms of any current lease and has no notice of any default by Lessee.

16. Unenforceable Provisions Severable. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity of other terms hereof shall in no way be affected thereby. It is the intention of the parties hereto, however, that this Assignment shall confer upon Assignee the fullest rights, remedies and benefits available pursuant to applicable law.

17. Successors and Assigns. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Assignor and Assignee, including any purchaser at a foreclosure sale.

18. Captions; Amendments; Notices. The captions and headings of the paragraphs of this Assignment are for convenience only and shall not be used to interpret or define the provisions of this Assignment. This Assignment can be amended only in writing signed by Assignor and Assignee. Any notice from Assignee to Assignor under this Assignment shall be deemed to have been given when given by Assignee in accordance with the requirements for notice by the Mortgagee under the Mortgage.

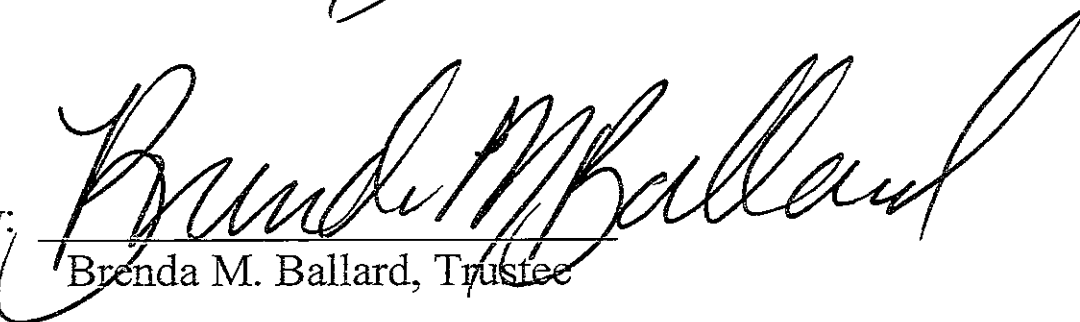
IN WITNESS WHEREOF Assignor has executed this Assignment as of the day and year first-above written.

Assignor:

BBCB – 2513 ELMIRA, LLC

By: Ballard Family Trust dated April 28, 2008,
its Member

By: 
Charles Z. Ballard, Trustee

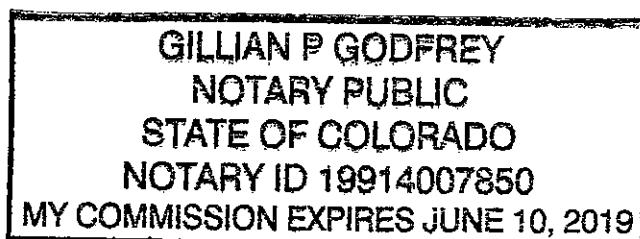
By: 
Brenda M. Ballard, Trustee

STATE OF COLORADO)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 10th day of March, 2016 by Charles Z. Ballard and Brenda M. Ballard, as Trustees of the Ballard Family Trust dated April 28, 2008, as the Member of BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company.



Notary Public



My commission expires: 6/10/19

Exhibit A

LEGAL DESCRIPTION

**Lots 25 through 29, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado**

EXCEPT the rear feet thereof.

When recorded mail to:

Darren J. Warner, Attorney
12303 Airport Way, Ste. 200
Broomfield, CO 80021

AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of the 7th day of June, 2017, by BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company ("Assignor"), for the benefit of Compass Bank ("Lender").

Recitals

This Amendment is made with respect to the following facts:

A. Assignor executed an Assignment of Leases and Rents ("Assignment") dated March 10, 2016, recorded in Adams County, Colorado on March 11, 2016 at Recording No. 2016000018567, and modified pursuant to an Amendment of Assignment of Leases and Rents dated January 25, 2017, recorded in Adams County, Colorado on January 25, 2017 at Recording No. 2017000007564, all in connection with that certain Promissory Note (the "Promissory Note") dated March 10, 2016 in the original principal amount of \$2,060,000.00 from Assignor to Lender. The Assignment relates to the real property described in Exhibit A of this Amendment (the "Property").

B. Lender and Assignor have agreed to decrease the principal amount of the Promissory Note to \$1,551,200.00. Lender and Assignor wish to amend the Assignment to evidence such decrease in the principal amount of the Promissory Note.

Agreement

In consideration of the Promissory Note and the promises and agreements made in this Amendment, the sufficiency of which are hereby acknowledged, Assignor and Lender hereby promise and agree as follows.

1. Amendment to Assignment; Decrease in Principal Amount of Promissory Note. The principal amount of the Promissory Note set forth in the first paragraph of the Assignment is hereby amended and decreased to a principal amount of One Million Five Hundred Fifty-One Thousand Two Hundred Dollars and 00/100 (\$1,551,200.00).

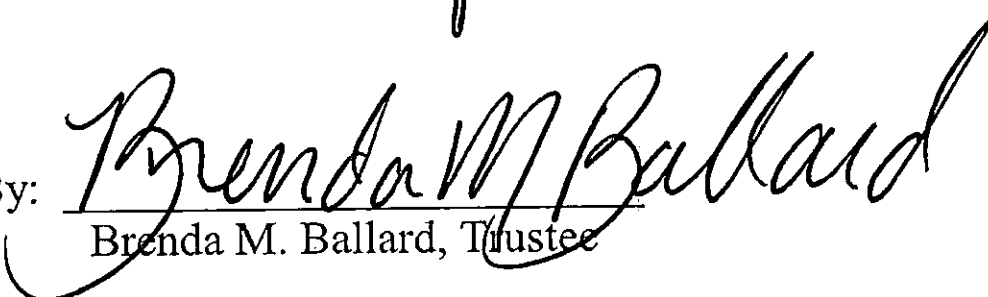
IN WITNESS WHEREOF, the parties have executed this Amendment as of date first written above.

Assignor:

BBCB – 2513 ELMIRA, LLC

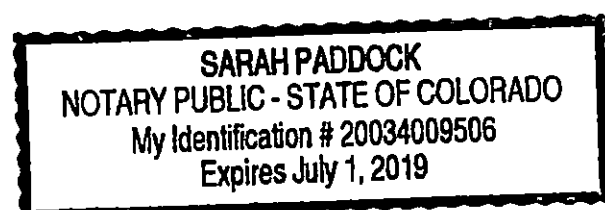
By: Ballard Family Trust dated April 28, 2008,
its Member

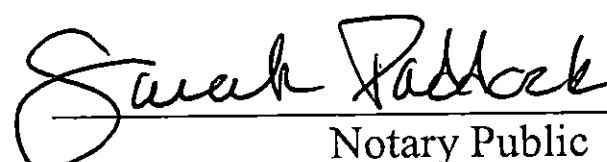
By: 
Charles Z. Ballard, Trustee

By: 
Brenda M. Ballard, Trustee

STATE OF COLORADO)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7 day of June, 2017 by Charles Z. Ballard and Brenda M. Ballard, as Trustees of the Ballard Family Trust dated April 28, 2008, as the Member of BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company.




Notary Public

My commission expires: July 1, 2019

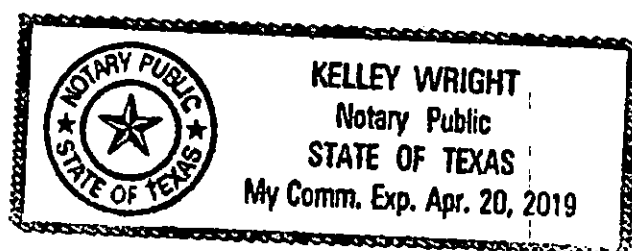
Lender:

Compass Bank

By: Deanna Norwood
Deanna Norwood, Vice President

STATE OF TEXAS)
) ss
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 7TH day of June,
2017 by Deanna Norwood, as Vice President of Compass Bank.



Kelley Wright
Notary Public in and for the State of Texas

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 25 through 29, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado

EXCEPT the rear 8 feet thereof.

PARCEL 2:

Lots 30 through 35, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado.

EXCEPT the rear 8 feet thereof.

When recorded, mail to:

Adrian Mizher
Compass Bank
PO Box 797808
Dallas, TX 75379

AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of the 24 day of JANUARY, 2017, by BBCB-2513 Elmira LLC, a Colorado limited liability company ("Assignor"), and Compass Bank ("Lender").

Recitals

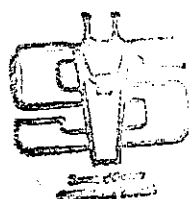
This Amendment is made with respect to the following facts:

A. Assignor executed an Assignment of Leases and Rents ("Assignment") dated March 10, 2016, recorded in Adams County, Colorado on March 11, 2016 at Reception No. 2016000018567 in connection with that certain Promissory Note (the "Promissory Note") dated March 10, 2016 in the principal amount of \$2,060,000.00 from Assignor to Lender. The Assignment relates to the real property described in Exhibit A of this Amendment (the "Property").

B. Assignor and Lender have agreed to add a certain parcel of commercial real property to Exhibit A to the Assignment as described below. Assignor and Lender wish to amend the Assignment to evidence the addition of such real property to the Assignment.

Agreement

In consideration of the Promissory Note and the promises and agreements made in this Amendment, the sufficiency of which are hereby acknowledged, Assignor and Lender hereby promise and agree as follows.



4

235-01330-74643

1. Amendment to Assignment. Exhibit A of the Assignment shall be amended to add the following real property: Lots 30 through 35, inclusive, Block 7, New England Heights, County of Adams, State of Colorado, **EXCEPT** the rear 8 feet thereof.

IN WITNESS WHEREOF, the Assignor and Lender have executed this Amendment as of JANUARY, 2017.

Assignor:

BBCB – 2513 ELMIRA, LLC

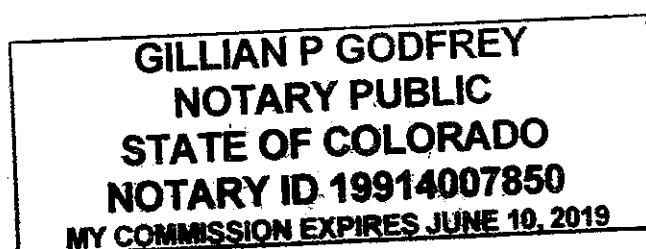
By: Ballard Family Trust dated April 28, 2008,
its Member

By: [Signature]
Charles Z. Ballard, Trustee

By: [Signature]
Brenda M. Ballard, Trustee

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of JANUARY, 2017 by Charles Z. Ballard and Brenda M. Ballard, as Trustees of the Ballard Family Trust dated April 28, 2008, as the Member of BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company.



[Signature]
Notary Public

My commission expires: 6/10/19

Beneficiary:

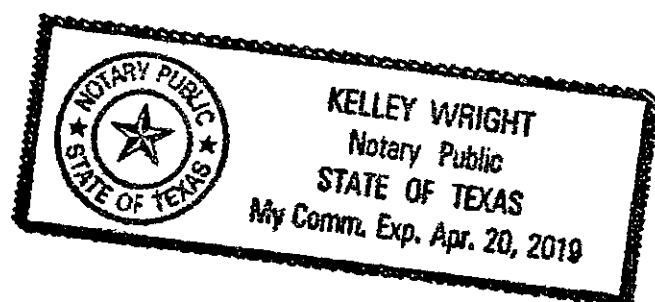
Compass Bank

By: Deanna Norwood

Title: Vice President

STATE OF TEXAS)
) SS
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 12th day of January,
2017 by Deanna Norwood as Vice President of Compass Bank.



Kelley Wright
Notary Public in and for the State of Texas

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 30 through 35, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado.

EXCEPT the rear 8 feet thereof.

When recorded, mail to:

BBVA USA
Attn: Nadia Cantu
P.O. Box 797808
Dallas, TX 75379

AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of the 26 day of February 2020, by BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company ("Assignor"), and BBVA USA, an Alabama banking corporation fka Compass Bank ("Lender").

Recitals

This Amendment is made with respect to the following facts:

A. Assignor executed an Assignment of Leases and Rents for the benefit of Lender ("Deed of Trust") dated March 10, 2016 and recorded in Adams County, Colorado on March 11, 2016 at Recording No. 2016000018567, and modified pursuant to an Amendment of Deed of Trust dated January 25, 2017 and recorded in Adams County, Colorado on January 25, 2017 at Recording No. 2017000007564, all in connection with that certain Promissory Note (the "Promissory Note") dated March 10, 2016 in the original principal amount of \$2,060,000.00 from Assignor to Lender. The Deed of Trust, as amended, encumbers the real property described in Exhibit A of this Amendment (the "Property").

B. The parties desire to amend the legal description of the real property subject to the Deed of Trust, as amended, to be the legal description set forth on Exhibit A.

Agreement

In consideration of the Promissory Note and the promises and agreements made in this Amendment, the sufficiency of which are hereby acknowledged, Assignor and Lender hereby promise and agree as follows.



01330-67551

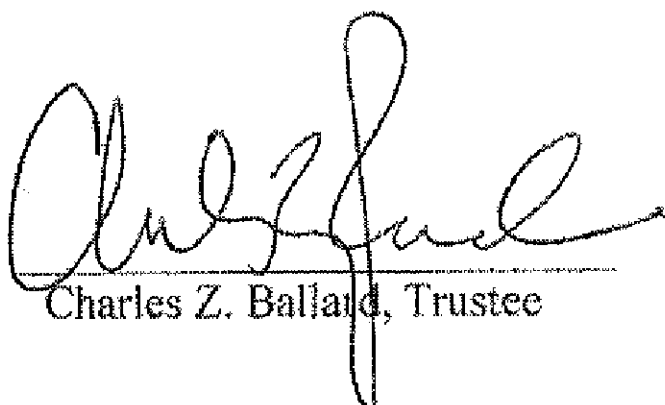
1. Amendment to Assignment of Leases and Rents. The real property subject to the Assignment of Leases and Rents is legally described as set forth in Exhibit A hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment as of 26th, 2020.

Assignor:

BBCB – 2513 ELMIRA, LLC

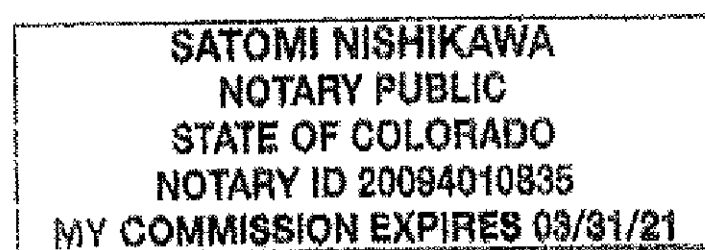
By: Ballard Family Trust dated April 28, 2008,
its Member

By: 
Charles Z. Ballard, Trustee

By: 
Brenda M. Ballard, Trustee

STATE OF COLORADO)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 26th day of Feb, 2020 by Charles Z. Ballard and Brenda M. Ballard, as Trustees of the Ballard Family Trust dated April 28, 2008, as the Member of BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company.




Notary Public

My commission expires: 03-31-2021

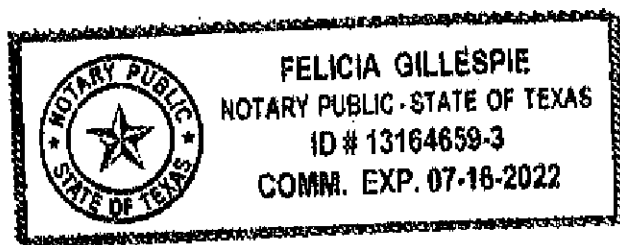
Lender:

BBVA USA fka Compass Bank

By: Deanna Norwood
Deanna Norwood, Vice President

STATE OF TEXAS)
COUNTY OF DALLAS) ss

The foregoing instrument was acknowledged before me this 26 day of FEBRUARY 2020 by Deanna Norwood, as Vice President of BBVA USA, an Alabama banking corporation.



Felicia Gillespie
Notary Public in and for the State of Texas

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 25 through 29, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado

PARCEL 2:

Lots 30 through 35, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado.

RECORDATION REQUESTED BY:

Compass Bank

WHEN RECORDED MAIL TO:

Compass Bank
PO Box 797808
Dallas, TX 75379

SEND TAX NOTICES TO:

Compass Bank
PO Box 797808
Dallas, TX 75379

DISBURSER'S NOTICE

The information contained on this Disburser's Notice is filed under Colo. Rev. Stat.
Section 38-22-126(2).

THIS DISBURSER'S NOTICE IS DATED.

BORROWER: The "Borrower" is BBCB-2513 ELMIRA LLC, whose address is 2503
& 2513 Elmira Street, Aurora, CO 80010

LENDER: The "Lender" is Compass Bank, whose address is 17218 Preston Road, Suite
3000, Dallas, TX 75252, whose telephone number is (972) 735-3526.

OWNER (IF DIFFERENT FROM BORROWER):
PRINCIPAL (GENERAL) CONTRACTOR(S):

Principal Contractor: #1: Landmark Building Systems, Inc.
2469 US Hwy 40
Golden, CO 80401
Telephone Number: 303-956-5639

LEGAL DESCRIPTION OF PROPERTY:
SEE EXHIBIT "A"

PROPERTY ADDRESS:
Real Property located at 2503 & 2513 Elmira Street, Aurora, CO 80010
Error! Bookmark not defined.

LENDER:

COMPASS BANK

By: 
Authorized Officer

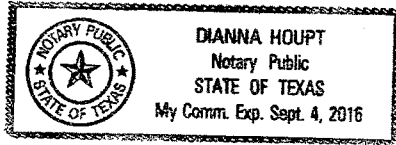


235-0132 67551

STATE OF TEXAS

COUNTY OF DALLAS

Sworn to and subscribed before me this 24th day of February, 2016 by
Nadia Cantu, Vice President of Compass Bank.



Dianna Houpt
Notary Public, the State of Texas

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 01330-67551

Lots 25 through 29, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado

EXCEPT the rear 8 feet thereof.

When recorded, mail to:

Darren J. Warner, Attorney
12303 Airport Way, Ste. 200
Broomfield, CO 80021

AMENDMENT TO DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST (this "Amendment") is made as of the 7th day of June, 2017, by BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company ("Trustor"), to Public Trustee of the County of Adams ("Trustee"), for the benefit of Compass Bank ("Lender").

Recitals

This Amendment is made with respect to the following facts:

A. Trustor executed a Deed of Trust ("Deed of Trust") dated March 10, 2016 and recorded in Adams County, Colorado on March 11, 2017 at Recording No. 2016000018566, and modified pursuant to an Amendment of Deed of Trust dated January 25, 2017 and recorded in Adams County, Colorado on January 25, 2017 at Recording No. 2017000007563, for the benefit of Lender to secure that certain Promissory Note (the "Promissory Note") dated March 10, 2016 in the original principal amount of \$2,060,000.00 from Trustor to Lender. The Deed of Trust, as amended, encumbers the real property described in Exhibit A of this Amendment (the "Property").

B. Lender and Trustor have agreed to decrease the principal amount of the Promissory Note to \$1,551,200.00. Lender and Trustor wish to amend the Deed of Trust to evidence such decrease in the principal amount of the Promissory Note.

Agreement

In consideration of the Promissory Note and the promises and agreements made in this Amendment, the sufficiency of which are hereby acknowledged, Trustor and Lender hereby promise and agree as follows.


1. Amendment to Deed of Trust; Decrease in Principal Amount of Promissory Note. The Promissory Note secured by the Deed of Trust is hereby amended and decreased to One Million Five Hundred Fifty-One Thousand Two Hundred Dollars and 00/100 (\$1,551,200.00).

IN WITNESS WHEREOF, the parties have executed this Amendment as of 6-7, 2017.

Trustor:

BBCB – 2513 ELMIRA, LLC

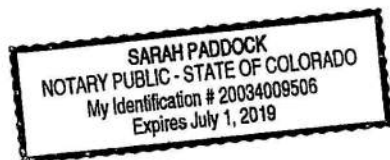
By: Ballard Family Trust dated April 28, 2008,
its Member


By: 
Charles Z. Ballard, Trustee

By: 
Brenda M. Ballard, Trustee

STATE OF COLORADO)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7TH day of June, 2017 by Charles Z. Ballard and Brenda M. Ballard, as Trustees of the Ballard Family Trust dated April 28, 2008, as the Member of BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company.




Notary Public

My commission expires: July 1, 2019

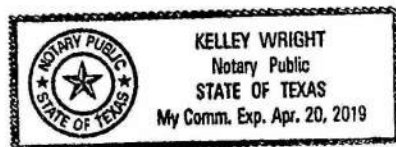
Lender:

Compass Bank

By: *Deanna Norwood*
Deanna Norwood, Vice President

STATE OF TEXAS)
) ss
COUNTY OF *Dallas*)

The foregoing instrument was acknowledged before me this *7TH* day of *June*,
2017 by Deanna Norwood, as Vice President of Compass Bank.



Kelley Wright
Notary Public in and for the State of Texas

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 25 through 29, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado

EXCEPT the rear 8 feet thereof.

PARCEL 2:

Lots 30 through 35, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado.

EXCEPT the rear 8 feet thereof.

When recorded, mail to:

Adrian Mizher
Compass Bank
PO Box 797808
Dallas, TX 75379

AMENDMENT TO DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST (this "Amendment") is made as of the 25th day of JANUARY, 2017, by BBCB-2513 Elmira, LLC, a Colorado limited liability company ("Grantor"), and Compass Bank ("Beneficiary").

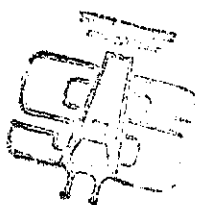
Recitals

This Amendment is made with respect to the following facts:

- A. Grantor executed a Deed of Trust ("Deed of Trust") dated March 10, 2016, recorded in Adams County, Colorado on March 11, 2016 at Reception No. 2016000018566 to the Public Trustee for the benefit of Beneficiary to secure that Promissory Note (the "Promissory Note") dated March 10, 2016 in the principal amount of \$2,060,000.00 from Grantor to Beneficiary. The Deed of Trust encumbers the real property described in Exhibit A of this Amendment (the "Property").
- B. Grantor and Beneficiary have agreed to add a certain parcel of commercial real property to Exhibit A to the Deed of Trust as described below. Grantor and Beneficiary wish to amend the Deed of Trust to evidence the addition of such real property to the Deed of Trust.

Agreement

In consideration of the Promissory Note and the promises and agreements made in this Amendment, the sufficiency of which are hereby acknowledged, Grantor and Beneficiary hereby promise and agree as follows.



235-0133- 74643

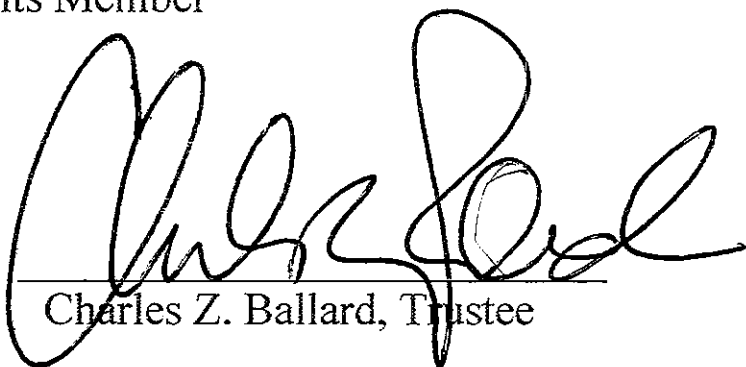
1. Amendment to Deed of Trust. Exhibit A of the Deed of Trust shall be amended to add the following real property: Lots 30 through 35, inclusive, Block 7, New England Heights, County of Adams, State of Colorado, **EXCEPT** the rear 8 feet thereof.

IN WITNESS WHEREOF, the Grantor and Beneficiary have executed this Amendment as of JANUARY 18, 2017.

Grantor:

BBCB – 2513 ELMIRA, LLC

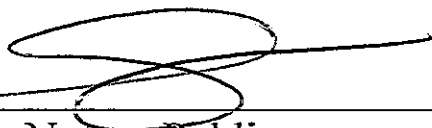
By: Ballard Family Trust dated April 28, 2008,
its Member

By: 
Charles Z. Ballard, Trustee

By: 
Brenda M. Ballard, Trustee

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of JANUARY 2017 by Charles Z. Ballard and Brenda M. Ballard, as Trustees of the Ballard Family Trust dated April 28, 2008, as the Member of BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company.



Notary Public
GILLIAN P GODFREY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914007850
MY COMMISSION EXPIRES JUNE 10, 2019
My commission expires: 6/10/19

Lender:

Compass Bank

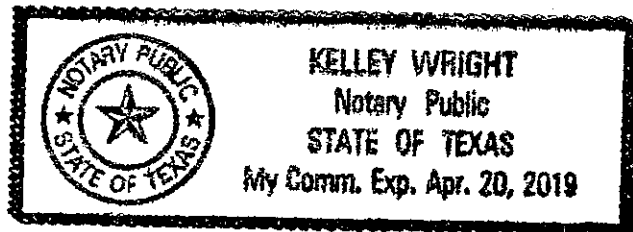
By: Deanna Norwood

Title: Vice President

STATE OF TEXAS)

COUNTY OF Dallas) ss

The foregoing instrument was acknowledged before me this 12th day of January, 2017 by Deanna Norwood, as Vice President of Compass Bank.



Kelley Wright
Notary Public in and for the State of Texas

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 30 through 35, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado.

EXCEPT the rear 8 feet thereof.

When recorded, mail to:

BBVA USA
Attn: Nadia Cantu
P.O. Box 797808
Dallas, TX 75379

AMENDMENT TO DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST (this "Amendment") is made as of the 26 day of February, 2020, by BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company ("Trustor"), to Public Trustee of the County of Adams ("Trustee"), for the benefit of BBVA USA, an Alabama banking corporation fka Compass Bank ("Lender").

Recitals

This Amendment is made with respect to the following facts:

A. Trustor executed a Deed of Trust for the benefit of Lender ("Deed of Trust") dated March 10, 2016 and recorded in Adams County, Colorado on March 11, 2016 at Recording No. 2016000018566, and modified pursuant to an Amendment of Deed of Trust dated January 25, 2017 and recorded in Adams County, Colorado on January 25, 2017 at Recording No. 2017000007563, and further modified pursuant to an Amendment of Deed of Trust dated June 7, 2017 and recorded in Adams County, Colorado on June 21, 2017 at Recording No. 2017000053186, to secure that certain Promissory Note (the "Promissory Note") dated March 10, 2016 in the original principal amount of \$2,060,000.00 from Trustor to Lender. The Deed of Trust, as amended, encumbers the real property described in Exhibit A of this Amendment (the "Property").

B. The parties desire to amend the legal description of the real property subject to the Deed of Trust, as amended, to be the legal description set forth on Exhibit A.

Agreement

In consideration of the Promissory Note and the promises and agreements made in this Amendment, the sufficiency of which are hereby acknowledged, Trustor and Lender hereby promise and agree as follows.

 01330 - 67551

1. Amendment to Deed of Trust. The real property subject to the Deed of Trust is legally described as set forth in Exhibit A hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment as of 26th February 2020.

Trustor:

BBCB – 2513 ELMIRA, LLC

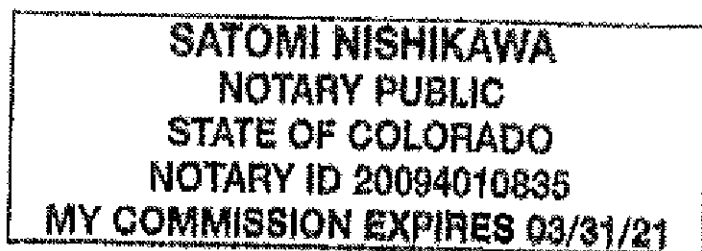
By: Ballard Family Trust dated April 28, 2008,
its Member

By: [Signature]
Charles Z. Ballard, Trustee

By: [Signature]
Brenda M. Ballard, Trustee

STATE OF COLORADO)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 26th day of Feb, 2020 by Charles Z. Ballard and Brenda M. Ballard, as Trustees of the Ballard Family Trust dated April 28, 2008, as the Member of BBCB – 2513 ELMIRA, LLC, a Colorado limited liability company.



[Signature]
Notary Public

My commission expires: 03-31-2021

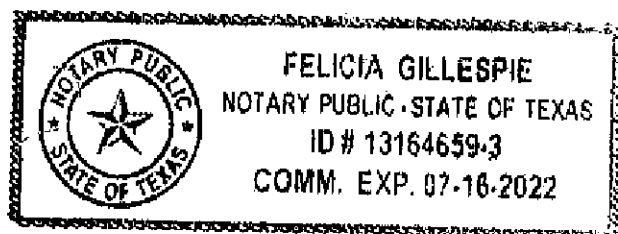
Lender:

BBVA USA fka Compass Bank

By: Deanna Norwood
Deanna Norwood, Vice President

STATE OF TEXAS)
) ss
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 26 day of FEBRUARY, 2020 by Deanna Norwood, as Vice President of BBVA USA, an Alabama banking corporation.



Felicia Gillespie
Notary Public in and for the State of Texas

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 25 through 29, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado

PARCEL 2:

Lots 30 through 35, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado.

RELEASE OF LIEN

THE STATE OF COLORADO
COUNTY OF ADAMS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on **01/22/2017 BBCB-2513 Elmira, LLC**, did execute, acknowledge and deliver to **BBVA USA**, a certain **Amendment to Deed of Trust** recorded in the real property records Instrument#**2017000007563**, on the following described real estate, lying and being situated in the **County of Adams State of Colorado** to wit:

Property Address: 2503 & 2513 Elmira Street Aurora, CO 80010

Attached Exhibit "A" Lots 30 through 35, inclusive Block7, New England Heights, County of Adams, State of Colorado.

EXCEPT the rear 8 feet thereof

to secure the prompt payment of one certain promissory note executed by the said Borrower and payable to the order of BBVA USA as follows:

Note in the original amount of \$2,060,000

Loan Number: 11096700

AND, WHEREAS, said note with accrued interest thereon, has been fully paid to BBVA USA the legal and equitable holder and owner of such note.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That BBVA USA of Dallas County, State of Texas, in consideration of the premises, and of the full and final payment of said note, the receipt of which is hereby acknowledged, has this day, and do by these presents RELEASE, DISCHARGE, AND QUITCLAIM unto the said

BBCB-2513 Elmira, LLC, heirs or assigns, all the right, title, interest and estate in and to the property above described, which has or may be entitled to by virtue of said **Amendment to Deed of Trust** and do hereby declare the same fully released and discharged from any and all liens created by virtue of said instrument.

EXECUTED this May of 10th, 2021.

BBVA USA f/k/a Compass Bank

By:

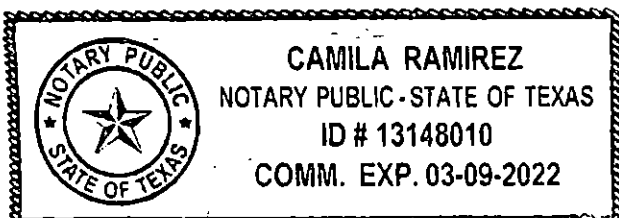
Lauren Orsburn, V.P

THE STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, on this day personally appeared Lauren Orsburn, Vice President for BBVA USA, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on May, 10, 2021.

SEAL



Camila Ramirez
NOTARY PUBLIC, in and for
Dallas County, Texas

Return Original To:
BBCB-2513 ELMIRA, LLC
2503 & 2513 Elmira Street
Aurora, CO 80010

This instrument Prepared by: **BBVA USA**
P.O. Box 797808
Dallas, TX 75379-7808

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 5958 - COMPASS	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	52927155 COCO FIXTURE
File with: Adams, CO	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

OR	1a. ORGANIZATION'S NAME BBCB-2513 ELMIRA, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2503 and 2513 Elmira St.	Aurora	CO	80010	USA

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

OR	3a. ORGANIZATION'S NAME COMPASS BANK			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
P.O. BOX 797808	DALLAS	TX	75379-7808	USA

LEGAL DESCRIPTION:

EXCEPT the rear feet thereof.

AKA 2503 and 2513 ELMIRA ST.
AURORA, CO 80010

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:☐ Public-Finance Transaction☐ Manufactured-Home Transaction

☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

52927155

22568

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

BBCB-2513 ELMIRA, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

FOR PURPOSES OF THIS SCHEDULE, "OWNER" IS ALSO DEFINED AS "DEBTOR".

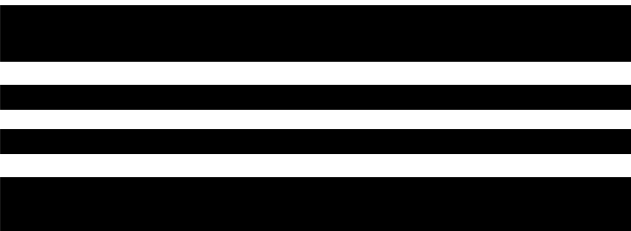
13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

all fixture



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 5958 - BBVA USA -	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	77647312 COCO FIXTURE
File with: Adams, CO	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER E2016000018678 B0 P0 3/11/2016 CC CO Adams	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement	
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, <u>and</u> address of Assignee in item 7c <u>and</u> name of Assignor in item 9 For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8	
4. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law	
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: <u>AND</u> Check <u>one</u> of these three boxes to: This Change affects <input type="checkbox"/> Debtor <u>or</u> <input type="checkbox"/> Secured Party of record <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b	
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)	
6a. ORGANIZATION'S NAME BBCB-2513 ELMIRA, LLC	
OR	6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)	
7a. ORGANIZATION'S NAME	
OR	7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7c. MAILING ADDRESS	CITY STATE POSTAL CODE COUNTRY
8. <input type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME COMPASS BANK			
OR	9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		
10. OPTIONAL FILER REFERENCE DATA: Debtor Name: BBCB-2513 ELMIRA, LLC 77647312 22568			



UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

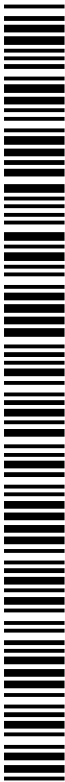
11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form E2016000018678 B0 P0 3/11/2016 CC CO Adams		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form		
OR	12a. ORGANIZATION'S NAME COMPASS BANK	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
OR	13a. ORGANIZATION'S NAME BBCB-2513 ELMIRA, LLC		
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):
Debtor Name and Address:
BBCB-2513 ELMIRA, LLC - 2503 and 2513 Elmira St. , Aurora, CO 80010

Secured Party Name and Address:
COMPASS BANK - P.O. BOX 797808 , DALLAS, TX 75379-7808



15. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing	17. Description of real estate: all fixture
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

****Re-recorded to correct legal description on instrument recorded March 11, 2016 at reception no. 2016000018563.**

WARRANTY DEED

Recording Fee: \$16.00

THIS DEED is dated the 24th day of February, 2020, and is made between

2513 Elmira LLC, a Colorado limited liability company

(whether one, or more than one), the "Grantor" of the County of Adams and State of Colorado and

BBCB-2513 Elmira, LLC, a Colorado limited liability company

(whether one, or more than one), the "Grantee", whose legal address is 9712 East 32nd Avenue, Denver, CO 80238 of the County of Denver and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of **Ten dollars and other good and valuable consideration (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Adams and State of Colorado described as follows:

Lots 25 through 29, inclusive,
Block 7,
New England Heights,
County of Adams,
State of Colorado.

also known by street address as: 2503 - 2513 Elmira Street, Aurora, CO 80010

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, 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 Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and 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 and subject to:

N/A

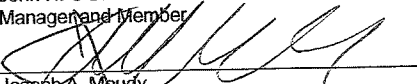
And the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

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

2513 ELMIRA LLC, A COLORADO LIMITED LIABILITY COMPANY



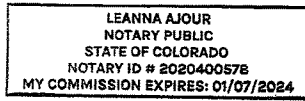
John N. O'Brien
Manager and Member



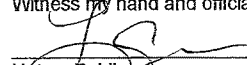
Joseph A. Moody
Manager and Member

State of Colorado
County of Jefferson

The foregoing instrument was acknowledged before me this 24th day of February, 2020 by John N. O'Brien, Manager and Member and Joseph A. Moudy, Manager and Member, both on behalf of 2513 Elmira LLC, a Colorado limited liability company.



Witness my hand and official seal.


Notary Public

My commission expires: 01/07/2024

After Recording, Return to:
Airport Legal Services
Denver International Airport
8500 Pena Blvd., Room 9810
Denver, CO 80249-6340

Convenience Deed
No Doc Fee

PROPERTY DEED

NEW ENGLAND HEIGHTS, LOTS 30 THROUGH 35, BLOCK 7

THE CITY AND COUNTY OF DENVER, a Colorado municipal corporation ("City"), whose address is 1437 Bannock Street, Denver, Colorado 80202, for the consideration of ONE HUNDRED SIXTY-TWO THOUSAND DOLLARS and 00/100ths (\$162,000.00) and other good and valuable consideration, hereby conveys to BBCB-2513 ELMIRA, LLC, a Colorado limited liability company ("Grantee"), whose address is 9712 E. 32nd Avenue, Denver, Colorado 80238, the following real property in Adams County, State of Colorado, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

together with all rights, privileges and easements appurtenant to the Property, including without limitation, any and all development rights, air rights, ditches and ditch rights (including shares, if any, in any ditch company), and associated rights appurtenant to each of the foregoing (hereinafter collectively referred to as the "Property"), subject to all easements and rights-of-way, or rights of use for public roads and highways, public or private utilities, and other interests of record existing as of the date of the conveyance, and also subject to the reservation of the following to the City:

I. Reservations to the City. Conveyance of the Property to Grantee is subject to reservation of the following rights to the City:

A. Reservation of Mineral Rights. The City hereby reserves for itself and its successors and assigns any and all minerals, oil, gas and other hydrocarbon substances on and under the Property to the extent owned by the City.

B. Reservation of Underground Water Rights. The City hereby reserves for itself and its successors and assigns, any and all underground water and water rights to water underlying the Property.

C. Reservation of Utilities and Utility Easements. The City hereby reserves for itself and its successors and assigns all easements, licenses, and right of use for utilities, infrastructure, and appurtenances within the Property, including stormwater outfalls, existing at the time of transfer.

II. Restrictive Covenants. This Deed and the conveyance of the Property hereto shall be subject to the following (collectively, the "Restrictive Covenants"), which Restrictive



235 01330-74643

2

Covenants shall run with the land and be binding upon Grantee and its successors in interest. The Restrictive Covenants are for the benefit of the City.

A. No Aircraft Operations Covenant. The Property or any part thereof or any interest therein shall not be used for aircraft operations or aircraft flight operations and all runways and taxiways shall remain inoperable for aircraft operations.

B. Water Well Covenant. The Property or any part thereof or any interests therein shall not be utilized for the drilling or placement of a water well.

III. "As-Is" "Where-Is" Disclosure, Disclaimer and Release. Grantee accepts the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of this Property Deed.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns,
forever.

[Signatures on following page.]

EXECUTED TO BE EFFECTIVE as of the 23rd day of JANUARY, 2017.

ATTEST:

CITY AND COUNTY OF DENVER

By: Debra Johnson
DEBRA A. JOHNSON,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: Michael B. Hancock
MAYOR MICHAEL B. HANCOCK

APPROVED AS TO FORM:

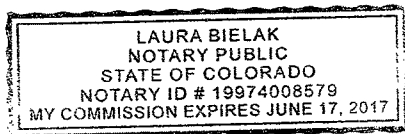
Kristin M. Bronson
City Attorney for the City and County of Denver

By: Debra Owen
Assistant City Attorney

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2017 by Michael B. Hancock, Mayor of the City and County of Denver.

My commission expires: 6-17-2017



Laura Bielak
Notary Public

EXHIBIT A
Page 1 of 2

Lots 30 through 35, Block 7, New England Heights

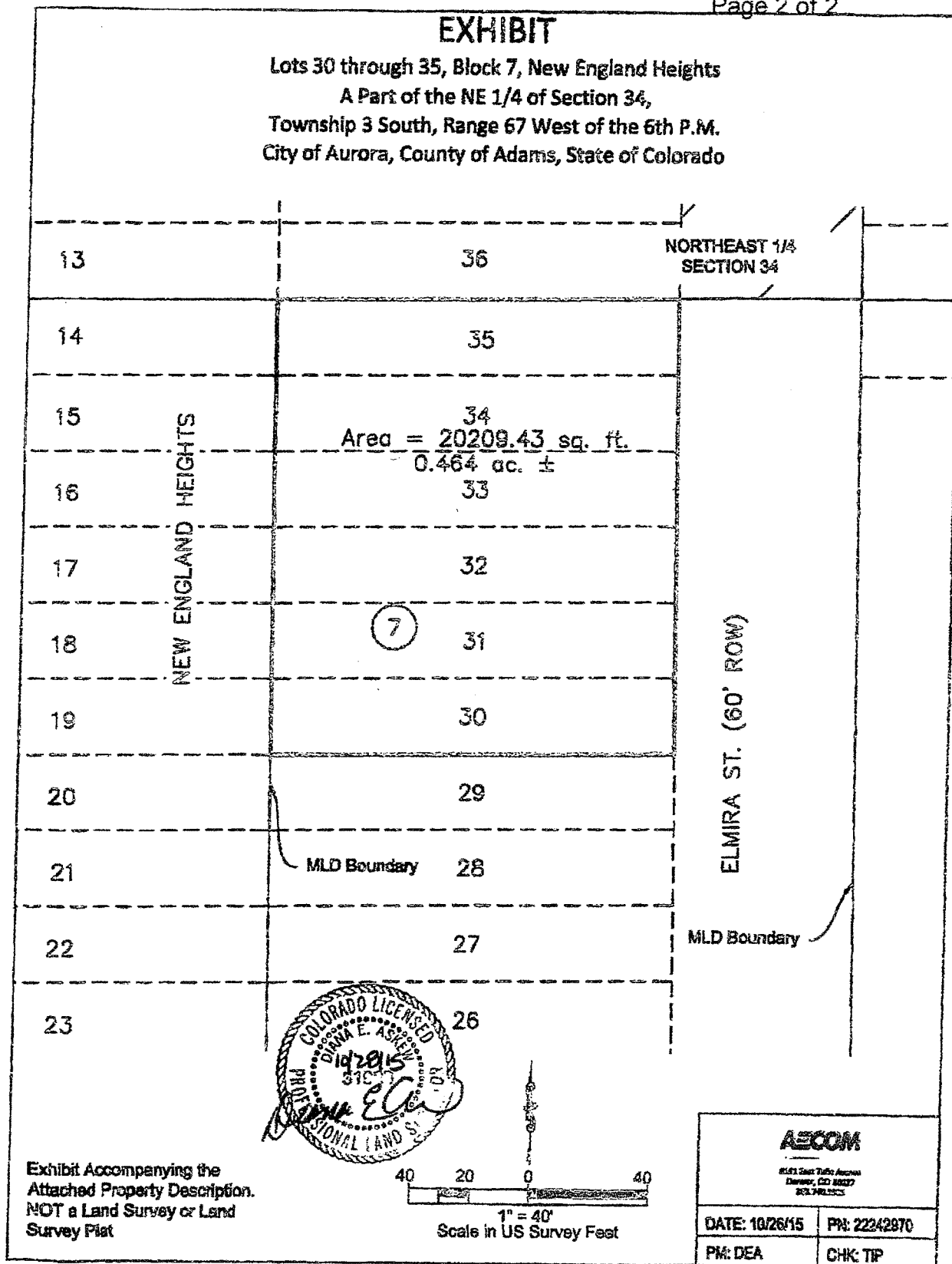
Lots 30 through 35, inclusive, Block 7, New England Heights, located in the Northeast One-Quarter of Section 34, Township 3 South, Range 67 West of the 6th P.M., City of Aurora, County of Adams, State of Colorado

Parcel contains 20209.43 square feet, or 0.464 acres, more or less

This Property Description was prepared by
Diana E Askew, PLS 31928
For and on behalf of AECOM
8181 East Tufts Avenue
Denver, CO 80237



EXHIBIT A
Page 2 of 2



(303)305-1300

Fax -

File No.: **5509-4121633**

Date: **November 30, 2023**

Re: **2503 Elmira St, Aurora, CO 80010, "Property"**
For Informaion Only, "Buyer"
BBCB-2513 Elmira, LLC, "Seller"

Property Tax ID: R0093955

NOTICE OF TAX CERTIFICATE AVAILABILITY

First American Title has ordered a tax certificate for this property from the respective county treasurer. At the time of commitment issuance, the tax certificate for this property was not available.

First American Title has included with this delivery, a tax information sheet or a tax assessors sheet. This is not a tax certificate.

As soon as the tax information becomes available from the County, we will forward the tax certificate to all parties.