

**WHEN RECORDED, RETURN TO:**

Davis & Ceriani, P.C.  
1600 Stout Street, Suite 1710  
Denver, CO 80202  
Attn: Edward R. Gorab

*Doc Fee \$100.00*

**SPECIAL WARRANTY DEED**

THIS DEED, is dated **December 15, 2020** and is made between **KINGSTON PLACE DEVCO, LLC**, a Colorado limited liability company ("Grantor") whose address is 248 Beach Park Blvd., Foster City, CA 94404, and **BLVD KINGSTON, LLC**, a Colorado limited liability company ("Grantee") whose address is 600 Grant St., Suite #404, Denver, CO 80203.

WITNESS, that the Grantor, for and in consideration of the sum of **One Million Dollars (\$ 1,000,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and Grantee's successors and assigns forever, all the real property, together with any improvements thereon, located in the County of Arapahoe and State of Colorado, described as follows:

See **Exhibit 1** attached hereto and incorporated herein.

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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 Grantee, and the Grantee's successors and assigns forever. The Grantor, for the Grantor and the Grantor's successors and assigns, does covenant and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the quiet and peaceful possession of the Grantee and the successors and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, EXCEPT AND SUBJECT TO taxes and assessments for the year of closing and subsequent years, statutory exceptions" as defined in §38-30-113(5)(a), C.R.S. and the exceptions to title as listed on **Exhibit 2** attached hereto and incorporated herein.

**Grantor:**  
**KINGSTON PLACE DEVCO, LLC,**  
a Colorado limited liability company

By:   
Jeffrey R. McCann, Manager

(GRANTOR ACKNOWLEDGMENT ON FOLLOWING PAGE)



*70661694*

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2000 by Jeffrey R. McCann as Manager of KINGSTON PLACE DEVCO, LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_.

WITNESS my hand and official seal.

**See attached  
 for CA notary**

\_\_\_\_\_  
 Notary Public

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Mateo

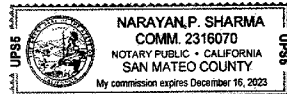
On Dec. 07, 2020 before me, Narayan P. Sharma, Notary Public  
(insert name and title of the officer)

personally appeared Jeffrey Roud Mccann  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**EXHIBIT 1  
TO  
SPECIAL WARRANTY DEED**

LOT 1, BLOCK 1, KINGSTON PLACE SUBDIVISION FILING NO. 1,  
EXCEPT ANY PORTION OF SAID LOT 1, BLOCK 1 RE-PLATTED AS PART OF THE  
CONDOMINIUM COMMUNITY KNOWN AS KINGSTON PLACE AS SHOWN ON THE  
CONDOMINIUM MAP OF KINGSTON PLACE RECORDED SEPTEMBER 8, 2006 UNDER  
RECEPTION NO. B6130142, THE FIRST SUPPLEMENTAL CONDOMINIUM MAP OF  
KINGSTON PLACE RECORDED OCTOBER 23, 2008 UNDER RECEPTION NO.B8118569,  
AND THE SECOND SUPPLEMENTAL CONDOMINIUM MAP OF KINGSTON PLACE  
RECORDED SEPTEMBER 3, 2009 UNDER RECEPTION NO. B9097322,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

Known as 1225 S. Kingston Street, Aurora, CO 80012

**EXHIBIT 2  
TO  
SPECIAL WARRANTY DEED**

COVENANT WITH THE CITY OF AURORA THAT NO STRUCTURES CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS AS DEFINED BY TITLE VIII CHAPTER 18 OF THE CITY CODE OF AURORA, COLORADO, ARE IN PLACE AND ACCEPTED BY THE CITY OF AURORA OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE CITY OF AURORA, AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE CITY OF AURORA. RECORDING OF THE CERTIFICATE OF OCCUPANCY SHALL BE PRIMA FACIE EVIDENCE THAT THE FOREGOING CONDITIONS HAVE BEEN COMPLIED WITH AS SET FORTH ON THE RECORDED PLAT.

PERPETUAL EASEMENTS FOR PUBLIC USE FOR PURPOSES OF PERMITTING THE INSTALLATION, OPERATION, AND MAINTENANCE OF ANY AND ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWERS, NATURAL GAS AND WATER LINES, TELEPHONE AND ELECTRIC LINES, CABLES AND CONDUITS AND POLES, TOGETHER WITH ALL NECESSARY AND CONVENIENT APPURTENANCES THERETO AS SHOWN ON THE RECORDED PLAT.

COVENANT WITH THE CITY OF AURORA, STATE OF COLORADO, AND THE UNITED STATES OF AMERICA RECORDED JUNE 03, 1980, IN BOOK 3225 AT PAGE 95 AS FOLLOWS: THE OWNERS AND OCCUPANTS OF THE LANDS HEREIN DESCRIBED SHALL HAVE NO RIGHT OR CAUSE OF ACTION, EITHER IN LAW OR IN EQUITY, FOR DAMAGES OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF OR RESULTING, DIRECTLY OR INDIRECTLY, FROM THE OVERFLIGHT OF AIRCRAFT, OR FOR DAMAGES OR INJURY TO ANY PERSON OR PROPERTY RESULTING FROM ANY NOISE OR NUISANCE OF ANY KIND OR DESCRIPTION RESULTING, DIRECTLY OR INDIRECTLY, FROM AIRCRAFT OVERFLIGHTS ABOVE A PLANE SEVEN HUNDRED FIFTY FEET (750 FT.) ABOVE GROUND LEVEL; PROVIDED, THAT NOTHING CONTAINED IN THE FOREGOING COVENANT SHALL DIVEST THE OWNERS OR OCCUPANTS, THEIR HEIRS, SUCCESSORS, ADMINISTRATORS OR ASSIGNS OF ANY RIGHT OR CAUSE OF ACTION FOR DAMAGES TO ANY PERSON OR PROPERTY RESULTING FROM THE NEGLIGENT OPERATION OF AIRCRAFT OVERFLIGHTS OVER THE DESCRIBED PREMISES AT ANY ALTITUDE ABOVE GROUND LEVEL.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF KINGSTON PLACE SUBDIVISION FILING NO. 1 RECORDED SEPTEMBER 06, 2005 UNDER RECEPTION NO. B5132972.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE KINGSTON PLACE NO. 1 SITE PLAN RECORDED SEPTEMBER 06, 2005 UNDER RECEPTION NO. B5132974.

RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW,

AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 08, 2006, UNDER RECEPTION NO. B6130140, AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 23, 2008, UNDER RECEPTION NO. B8118570, AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 03, 2009, UNDER RECEPTION NO. B9097323 AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 1, 2011 UNDER RECEPTION NO. D1011581.