



LAND TITLE GUARANTEE COMPANY

Date: April 15, 2021

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at 18000 E 22ND AVE, AURORA, CO 80011.

If you have any inquiries or require further assistance, please contact Land Title Policy Team at (303) 850-4158 or finals@ltgc.com

Chain of Title Documents:

[Adams county recorded 01/25/2017 under reception no. 2017000007527](#)

[Adams county recorded 01/06/2015 under reception no. 2015000000707](#)

[Adams county recorded 07/25/1995 at book 4554 page 294](#)

Plat Map(s):

[Adams county recorded 03/15/1984 under reception no. 491938 at book F16 page 54](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: 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.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

CB Rantz

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

C. Monroe

President

Attest

David Wold

Secretary

AMERICAN
LAND TITLE
ASSOCIATION



Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: ABH70717163

Policy No.: PIB70717163.3595945

Liability: \$50,000.00

Fee: \$500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

CO.BB&P LLC, A COLORADO LIMITED LIABILITY COMPANY

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

April 09, 2021 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

CO.BB&P LLC, A COLORADO LIMITED LIABILITY COMPANY

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

LOT 1, BLOCK 1, TOWER CENTER FOR INDUSTRY SUBDIVISION FILING NO. 4, COUNTY OF ADAMS, STATE OF COLORADO, EXCEPT FOR AND EXCLUDING THAT PORTION RESERVED UNTO AURORA DEVELOPMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY IN DEED RECORDED JANUARY 25, 2017 UNDER RECEPTION NO. [201700007527](#).

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY TO COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 19, 1947 IN BOOK 342 AT PAGE [325](#), AND AGREEMENTS AND PARTIAL RELEASES THERETO, RECORDED JUNE 10, 1981 IN BOOK 2561 AT PAGE [144](#) AND AUGUST 6, 1981 IN BOOK 2576 AT PAGE [420](#).
ENCROACHMENT AGREEMENT RECORDED SEPTEMBER 19, 2016 UNDER RECEPTION NO. [2016000078199](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: ABH70717163

Policy No.: PIB70717163.3595945

3. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED RECORDED SEPTEMBER 28, 1950 IN BOOK 404 AT PAGE [133](#).
4. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JANUARY 20, 1981 IN BOOK 2524 AT PAGE [674](#).
5. COVENANT PERTAINING TO OVERFLIGHT OF AIRCRAFT AS CONTAINED IN INSTRUMENT RECORDED JANUARY 20, 1981, IN BOOK 2524 AT PAGE [703](#).
6. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE #80-120 RECORDED FEBRUARY 18, 1981 IN BOOK 2532 AT PAGE [14](#), AND PETITION THERETO RECORDED FEBRUARY 18, 1981 IN BOOK 2532 AT PAGE [18](#).
7. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE #80-121 RECORDED FEBRUARY 18, 1981 IN BOOK 2532 AT PAGE [24](#).
8. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN IMPOSITION OF PROVISIONS AND STATEMENT OF PURPOSE RECORDED SEPTEMBER 28, 1981 IN BOOK 2589 AT PAGE [464](#).
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN INSTRUMENT RECORDED MARCH 08, 1982 IN BOOK 2627 AT PAGE [274](#).
10. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 22, 1982, IN BOOK 2696 AT PAGE [394](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED APRIL 20, 1983 IN BOOK 2737 AT PAGE [721](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN DEED RECORDED OCTOBER 18, 1983 IN BOOK 2801 AT PAGE [391](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEEDS, RECORDED DECEMBER 13, 1983 IN BOOK 2819 AT PAGES [608](#) AND [612](#).

NOTE: SAID INSTRUMENTS CONTAIN NOTICE DISCLOSING THAT "THE PROPERTY IS OR MAY BE WITHIN A THREE MILE RADIUS OF PROPERTY WHICH MAY BE DETERMINED TO BE ACTIVE OR INACTIVE HAZARDOUS WASTE DISPOSAL SITE OR FACILITY.

14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF TOWER CENTER FOR INDUSTRY SUBDIVISION FILING NO. 4 RECORDED MARCH 15, 1984 UNDER RECEPTION NO. [B491938](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED OCTOBER 03, 1984 IN BOOK 2923 AT PAGE [828](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY AND FIRE LANE EASEMENT RECORDED OCTOBER 03, 1984 IN BOOK 2923 AT PAGE [833](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN FIRE LANE EASEMENT RECORDED OCTOBER 03, 1984 IN BOOK 2923 AT PAGE [836](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PLANNED BUILDING GROUP RECORDED NOVEMBER 20, 1984 IN BOOK 2938 AT PAGE [962](#).
19. COVENANT PERTAINING TO OVERFLIGHT OF AIRCRAFT AS CONTAINED IN INSTRUMENT RECORDED

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: ABH70717163

Policy No.: PIB70717163.3595945

20. NOVEMBER 20, 1984, IN BOOK 2938 AT PAGE [964](#).
TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CASE POWER & EQUIPMENT PLANNED BUILDING GROUP MAP RECORDED NOVEMBER 28, 1984 UNDER RECEPTION NO. [B540809](#).
21. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 08, 1985, IN BOOK 2975 AT PAGE [742](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REVOCABLE LICENSE RECORDED SEPTEMBER 26, 1995 IN BOOK 4594 AT PAGE [424](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REVOCABLE LICENSE RECORDED MARCH 09, 1998 IN BOOK 5256 AT PAGE [863](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REVOCABLE LICENSE RECORDED MAY 17, 1999 IN BOOK 5756 AT PAGE [370](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED MAY 11, 2000 IN BOOK 6124 AT PAGE [670](#), AMENDMENT RECORDED APRIL 28, 2008 UNDER RECEPTION NO. [2008000033531](#); ASSIGNMENT AND ASSUMPTION RECORDED OCTOBER 6, 2008 UNDER RECEPTION NO. [2008000079659](#) AND MEMORANDUM OF ASSIGNMENT RECORDED MARCH 10, 2014 UNDER RECEPTION NO. [2014000014513](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REVOCABLE LICENSE RECORDED JUNE 14, 2000 IN BOOK 6158 AT PAGE [933](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED NOVEMBER 10, 2004 UNDER RECEPTION NO. [20041110001138500](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED RECORDED JULY 25, 1995 IN BOOK 4554 AT PAGE [294](#) AND RE-RECORDED JANUARY 27, 2006 UNDER RECEPTION NO. [20060127000098470](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OPTION AND SITE LEASE AGREEMENT AND RIGHT OF FIRST REFUSAL DATED MAY 21, 1997 AND SHORT FORM AMENDMENT THERETO RECORDED MAY 13, 2011 UNDER RECEPTION NO. [2011000031027](#) AND MEMORANDUM OF THIRD AMENDMENT TO OPTION AND SITE LEASE AGREEMENT RECORDED APRIL 24, 2018 UNDER RECEPTION NO. [2018000032912](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT RECORDED JULY 29, 2015 UNDER RECEPTION NO. [2015000061376](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED JULY 29, 2015 UNDER RECEPTION NO. [2015000061377](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN FIRE LANE EASEMENT RECORDED JULY 29, 2015 UNDER RECEPTION NO. [2015000061378](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LICENSE AGREEMENT RECORDED AUGUST 31, 2015 UNDER RECEPTION NO. [2015000072499](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DAVE ELLEN -

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: ABH70717163

Policy No.: PIB70717163.3595945

VAN'S SITE PLAN RECORDED SEPTEMBER 17, 2015 UNDER RECEPTION NO. [2015000077843](#).

35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN FIRE LANE EASEMENT RECORDED MAY 23, 2016 UNDER RECEPTION NO. [2016000039733](#).

SAID EASEMENT WAS ALSO CONVEYED IN QUIT CLAIM DEED RECORDED MAY 23, 2016 UNDER RECEPTION NO. [2016000039732](#).

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STORMWATER MAINTENANCE AGREEMENT RECORDED APRIL 28, 2017 UNDER RECEPTION NO. [2017000036832](#).

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

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

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.