# Land Title Guarantee Company
## Customer Distribution

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

Order Number: **ABD70667746-7** Date: **03/23/2023**

Property Address: **BALL ARENA PARCELS; BALL ARENA PARKING & LEASED PARCELS, Denver, CO 80204**

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

**For Closing Assistance**

**For Title Assistance**
David Knapp
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4174 (Work)
dknapp@ltgc.com

**Agent for Seller**
KROENKE SPORTS & ENTERTAINMENT
Attention: ALEXIS THRELKELD
1000 CHOPPER CIR
DENVER, CO 80204
(720) 327-1061 (Cell)
Alexis.Threlkeld@TeamKSE.com
Delivered via: Electronic Mail

**Agent for Seller**
KROENKE SPORTS & ENTERTAINMENT
Attention: MATT MAHONEY
matt.mahoney@teamkse.com
Delivered via: Electronic Mail

**Agent for Seller**
KROENKE SPORTS & ENTERTAINMENT
Attention: KEIRSTIN BECK
1000 CHOPPER CIR
Denver, CO 80204
(720) 327-1061 (Cell)
(303) 405-1241 (Work)
Keirstin.beck@teamkse.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: MINDY HUMPHREY
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 618-6569 (Cell)
(303) 331-6274 (Work)
(303) 393-4912 (Work Fax)
mhumphrey@ltgc.com
Delivered via: Electronic Mail

# Land Title Guarantee Company
## Estimate of Title Fees

Order Number: **ABD70667746-7** Date: **03/23/2023**

Property Address: **BALL ARENA PARCELS; BALL ARENA PARKING & LEASED PARCELS, Denver, CO 80204**

Parties: **A BUYER TO BE DETERMINED**

**KROENKE PARKING, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCELS 1, 2 AND 9; AND**
**KROENKE SPORTS & ENTERTAINMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY FKA KROENKE SPORTS ENTERPRISES LLC, FKA KROENKE ARENA AND DEVELOPMENT LLC, FKA ASCENT ARENA AND DEVELOPMENT, FKA NBG ARENA LLC (SUCCESSOR BY MERGER WITH ASCENT ARENA AND DEVELOPMENT CORPORATION), FKA ASCENT ARENA AND DEVELOPMENT CORPORATION, AS TO PARCELS 3, 4, 7, AND 14 AND**
**TKG AURARIA, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, AS TO PARCELS 5A, 5B AND 5C; AND**
**1201 AURARIA DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, AS TO PARCELS 6A, 6B AND 6C; AND**
**KROENKE 1055, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL 8; AND**
**KROENKE 923, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCELS 10 AND 11; AND**
**THE BOARD OF DIRECTORS OF THE AURARIA HIGHER EDUCATION CENTER, A BODY CORPORATE, AS TO PARCELS 12 AND 13 AND**
**KROENKE ARENA COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL 15**

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

| Estimate of Title insurance Fees | |
|---|---|
| "TBD" Commitment | $423.00 |
| Research Income | $1,500.00 |
| TBD - TBD Income | $-1,923.00 |
| | **Total $0.00** |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. | |
| **Thank you for your order!** | |

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

Denver county recorded 08/23/2007 under reception no. 2007132795

Denver county recorded 07/31/1998 under reception no. 9800124112

Denver county recorded 01/02/2013 under reception no. 2013000632

Denver county recorded 01/16/2014 under reception no. 2014005260

Denver county recorded 01/30/2007 under reception no. 2007015314

Denver county recorded 05/31/2007 under reception no. 2007083910

Denver county recorded 01/03/1975 at book 993 page 571

Denver county recorded 05/12/1976 at book 1245 page 5

Denver county recorded 04/13/2000 under reception no. 20000052665

Denver county recorded 08/01/2019 under reception no. 2019099777

**Plat Map(s):**

Denver county recorded 06/29/1865 at book 1 page 1B

Denver county recorded 01/17/2006 under reception no. 2006010753

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABD70667746-7**

**Property Address:**

BALL ARENA PARCELS; BALL ARENA PARKING & LEASED PARCELS, Denver, CO 80204

1. **Effective Date:**

   02/05/2021 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "TBD" Commitment $0.00
   Proposed Insured:
   A BUYER TO BE DETERMINED

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

   A FEE SIMPLE, AS TO PARCELS 1, 2, 3, 4, 5A, 6A, 7, 8, 9,10, 11, 12, 13; 14 AND 15; AN EASEMENT AS TO PARCELS 5B, 5C, 6B AND 6C

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

   KROENKE PARKING, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCELS 1, 2 AND 9; AND
   KROENKE SPORTS & ENTERTAINMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY FKA KROENKE SPORTS ENTERPRISES LLC, FKA KROENKE ARENA AND DEVELOPMENT LLC, FKA ASCENT ARENA AND DEVELOPMENT, FKA NBG ARENA LLC (SUCCESSOR BY MERGER WITH ASCENT ARENA AND DEVELOPMENT CORPORATION), FKA ASCENT ARENA AND DEVELOPMENT CORPORATION, AS TO PARCELS 3, 4, 7, AND 14 AND
   TKG AURARIA, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, AS TO PARCELS 5A, 5B AND 5C; AND
   1201 AURARIA DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, AS TO PARCELS 6A, 6B AND 6C; AND
   KROENKE 1055, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL 8; AND
   KROENKE 923, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCELS 10 AND 11; AND
   THE BOARD OF DIRECTORS OF THE AURARIA HIGHER EDUCATION CENTER, A BODY CORPORATE, AS TO PARCELS 12 AND 13 AND
   KROENKE ARENA COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL 15

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

   PARCEL 1:
   (FOR INFORMATION ONLY - SCHEDULE NUMBER 02335-00-032-000)

   A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   COMMENCING AT THE MOST NORTHERLY CORNER OF BLOCK 70, WEST DENVER;
   THENCE NORTH 30 DEGREES 27 MINUTES 10 SECONDS WEST ALONG THE PROLONGATION OF THE NORTHEASTERLY LINE OF SAID BLOCK 70 A DISTANCE OF 80.00 FEET;
   THENCE NORTH 59 DEGREES 35 MINUTES 32 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF WEWATTA STREET AND NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 440.09 FEET TO THE POINT OF BEGINNING;

   THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE CONSOLIDATED RAILROAD MAINLINE THE FOLLOWING THREE (3) COURSES:

1) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10 DEGREES 42 MINUTES 53 SECONDS, A RADIUS OF 1208.08 FEET, A CHORD BEARING OF NORTH 36 DEGREES 26 MINUTES 56 SECONDS EAST A DISTANCE OF 225.59 FEET, AND AN ARC DISTANCE OF 225.92 FEET;
2) THENCE NORTH 31 DEGREES 05 MINUTES 29 SECONDS EAST TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 311.92 FEET;
3) THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 45 SECONDS, A RADIUS OF 1591.36 FEET, A CHORD BEARING NORTH 34 DEGREES 07 MINUTES 51 SECONDS EAST A DISTANCE OF 168.77 FEET, AND AN ARC DISTANCE OF 168.85 FEET;

THENCE SOUTHEASTERLY AND NON-TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE SOUTHWESTERLY LINE OF THAT PROPERTY DESCRIBED AS PARCEL PE-BB-REV. IN DEED RECORDED JANUARY 21, 1993 UNDER RECEPTION NO. **93-0008661** IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE THE FOLLOWING TWO (2) COURSES:

1) ALONG THE ARC OF A CURVE TO THE LEFT, NON-TANGENT WITH THE LAST DESCRIBED CURVE, HAVING A CENTRAL ANGLE OF 03 DEGREES 25 MINUTES 32 SECONDS, A RADIUS OF 1388.24 FEET, A CHORD BEARING OF SOUTH 45 DEGREES 08 MINUTES 05 SECONDS EAST A DISTANCE OF 82.99 FEET, AND AN ARC DISTANCE OF 83.00 FEET;
2) THENCE SOUTH 46 DEGREES 50 MINUTES 51 SECONDS EAST TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 239.97 FEET;

THENCE SOUTH 59 DEGREES 37 MINUTES 16 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF WEWATTA STREET A DISTANCE OF 721.22 FEET;
THENCE SOUTH 59 DEGREES 35 MINUTES 32 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF WEWATTA STREET, A DISTANCE OF 1.72 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02335-11-063-000)

A PARCEL OF LAND BEING A PORTION OF BLOCKS 4, 5, 6 AND 7 ALONG WITH A PORTION OF THE VACATED ALLEYS AND A PORTION OF THE VACATED STREETS ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS ALL LOCATED IN WEST DENVER, SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID BLOCK 7 WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 44°12'26" WEST, 4077.66 FEET AND THE MOST SOUTHERLY CORNER OF LOT 10, SAID BLOCK 7, BEARS SOUTH 30°05'21" EAST, 80.00 FEET, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 11TH STREET AS DEFINED IN ORDINANCE NO. 108, SERIES 1998 RECORDED MARCH 2, 1998 UNDER RECEPTION NO. **9800030568** IN THE RECORDS OF THE CITY AND COUNTY OF DENVER;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1) NORTH 30°05'21" WEST, ALONG SAID SOUTHWESTERLY BLOCK LINE, 5.78 FEET TO A POINT OF CURVE;
2) ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 164.00 FEET AND A CENTRAL ANGLE OF 45°07'58", 129.19 FEET TO A POINT OF TANGENT;
3) NORTH 75°13'19" WEST, ALONG SAID TANGENT, 22.24 FEET TO THE SOUTHERLY LINE OF WEWATTA

PLACE AS DEFINED IN ORDINANCE NO. 109, SERIES 1998 RECORDED MARCH 2, 1998 UNDER RECEPTION NO. 9800030569 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1) NORTH 14°46'41" EAST, 63.84 FEET TO A POINT OF CURVE;
2) ALONG THE ARC OF SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 394.46 FEET AND A CENTRAL ANGLE OF 30°07'15", 207.37 FEET TO A POINT OF TANGENT;
3) NORTH 44°53'56" EAST, ALONG SAID TANGENT, 326.70 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SPEER BOULEVARD AS DEFINED IN PARCELS 5B AND 5C OF THE SPEER VIADUCT REPLACEMENT PROJECT;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF WAY LINE THE FOLLOWING TWO (2) COURSES:
1) SOUTH 46°33'08" EAST, 102.38 FEET TO A POINT ON A CURVE;
2) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 951.74 FEET, A CHORD BEARING SOUTH 45°40'26" EAST AND A CENTRAL ANGLE OF 01°45'16", 29.14 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SPEER BOULEVARD AS DEFINED IN ORDINANCE NO. 107, SERIES 1998 RECORDED MARCH 2, 1998 UNDER RECEPTION NO. 9800030567 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER;

THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:
1) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING SOUTH 35°54'45" EAST AND A CENTRAL ANGLE OF 10°08'06", 203.42 FEET TO A POINT OF TANGENT;
2) SOUTH 30°50'42" EAST, ALONG SAID TANGENT, 41.81 FEET TO A POINT 80.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF LOTS 3 AND 10, SAID BLOCK 4 AND LOTS 3 AND 10, SAID BLOCK 7;
THENCE SOUTH 59°53'54" WEST, PARALLEL WITH SAID SOUTHEASTERLY LOT LINE, 531.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02335-12-018-000)

A PORTION OF LOT 3, BLOCK 4, WEST DENVER, LOCATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 3; THENCE NORTH 30°13'31" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 A DISTANCE OF 30.00 FEET;
THENCE NORTH 59°53'54" EAST ALONG A LINE 30.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 A DISTANCE OF 32.35 FEET;
THENCE SOUTH 30°14'50" EAST ALONG THE SOUTHWESTERLY LINE OF A PARCEL OF LAND DESCRIBED AS PARCEL 4B OF THE SPEER VIADUCT REPLACEMENT PROJECT A DISTANCE OF 30.00 FEET;
THENCE SOUTH 59°53'54" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3 A DISTANCE OF 32.36 FEET TO THE POINT OF BEGINNING.

PARCEL 4:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02335-12-009-000)

THE SOUTHEAST 30 FEET OF LOT 10, BLOCK 4, WEST DENVER, LOCATED IN SECTION 33, TOWNSHIP 3

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**Old Republic National Title Insurance Company**

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SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 5:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02335-12-023-000)

PARCEL 5A:
LOTS 1 AND 2, BLOCK 4, WEST DENVER,
TOGETHER WITH THAT PORTION OF THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING ADJACENT TO SAID LOTS 1 AND 2.
EXCEPT THAT PORTION OF LOTS 1 AND 2 AS DESCRIBED IN THE DEED TO THE CITY AND COUNTY OF DENVER, RECORDED MARCH 21, 1988 UNDER RECEPTION NO. **247222**,
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 5B:

EASEMENTS TO SUPPORT SIGNAGE, LIGHT POLES, FENCING AND THE LIKE FOR SURFACE PARKING PURPOSES, AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022771**. SUPPLEMENTAL AGREEMENT RECORDED JANUARY 2, 2013 UNDER RECEPTION NO. **2013000634**.

PARCEL 5C:

EASEMENTS FOR ACCESS AND SURFACE PARKING PURPOSES, AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022772**. SUPPLEMENTAL AGREEMENT RECORDED JANUARY 2, 2013 UNDER RECEPTION NO. **2013000634**.

PARCEL 6:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02335-12-002-000)

PARCEL 6A:

THE SOUTHWESTERLY ONE-HALF (SW'LY 1/2) OF LOTS ELEVEN (11) AND TWELVE (12), (BEING THE FRONT SIXTY-SIX (66) FEET OF SAID LOTS), BLOCK FOUR (4), WEST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 6B:

EASEMENT FOR SURFACE USE TO SUPPORT SIGNAGE, LIGHT POLES, FENCING AND THE LIKE FOR SURFACE PARKING PURPOSES, AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022771**. SUPPLEMENTAL AGREEMENT RECORDED JANUARY 2, 2013 UNDER RECEPTION NO. **2013000634**.

PARCEL 6C:

EASEMENT FOR OPERATING, USE, MAINTENANCE AND REPAIR FOR ACCESS AND SURFACE PARKING PURPOSES; FOR CONSTRUCTION, REMOVAL AND RECONSTRUCTION OF RAMPS, LOADING DOCKS, CURBS, PAVING, LIGHTING, LANDSCAPING, STRIPING AND OTHER NECESSARY APPURTENANCES; AND FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS; ALL AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022772**.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

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SUPPLEMENTAL AGREEMENT RECORDED JANUARY 2, 2013 UNDER RECEPTION NO. **2013000634**.

PARCEL 7:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02335-11-064-000)

THE SOUTHEAST 30.00 FEET OF LOTS 3 AND 10, BLOCK 7, WEST DENVER, LOCATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN SAID SOUTHEAST 30.00 FEET OF LOTS 3 AND 10, BLOCK 7, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 8:
(FOR INFORMATION ONLY - SCHEDULE NUMBERS 02335-10-013-013, 02335-10-014-014, 02335-10-015-015, AND 02335-10-016-016)

UNITS A, B, C AND D, 1055 AURARIA PARKWAY, A CONDOMINIUM ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 1055 AURARIA PARKWAY, A CONDOMINIUM, RECORDED JANUARY 17, 2006 AT RECEPTION NO. **2006010754**, AND THE CONDOMINIUM MAP RECORDED JANUARY 17, 2006 AT RECEPTION NO. **2006010753**, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 9:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02335-10-012-000)

PARCEL 9A:

A PARCEL OF LAND BEING A PORTION OF BLOCKS 34 AND 37 ALONG WITH A PORTION OF THE VACATED ALLEY IN SAID BLOCK 34 AND A PORTION OF THE VACATED 10TH STREET ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS ALL LOCATED IN WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1 SAID BLOCK 37, WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 45°02'39" WEST, 3468.85 FEET; THENCE NORTH 30°12'50" WEST, ALONG THE NORTHEASTERLY LINE OF THE ALLEY IN SAID BLOCK 37, 184.11 FEET TO THE SOUTHERLY LINE OF WEWATTA PLACE AS DEFINED IN ORDINANCE NO. 109 SERIES 1998 RECORDED MARCH 2, 1998 UNDER RECEPTION NO. **9800030569** IN THE RECORDS OF THE CITY AND COUNTY OF DENVER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:
1) NORTH 59°53'16" EAST, 179.34 FEET TO A POINT OF CURVE;
2) ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET AND CENTRAL ANGLE OF 43°25'25", 303.15 FEET TO THE SOUTHWESTERLY LINE OF 11TH STREET AS DEFINED IN ORDINANCE NO. 108, SERIES 1998 RECORDED MARCH 2, 1998 UNDER RECEPTION NO. **9800030568** IN THE RECORDS OF THE CITY AND COUNTY OF DENVER;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:
1) SOUTH 75°13'19" EAST, 22.41 FEET TO A POINT OF CURVE;
2) ALONG THE ARC OF SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET AND A CENTRAL ANGLE OF 45°07'58", 66.17 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID BLOCK 34;

THENCE SOUTH 30°05'21" EAST, ALONG SAID NORTHEASTERLY BLOCK LINE, 85.79 FEET TO THE MOST EASTERLY CORNER OF LOT 3 SAID BLOCK 34;
THENCE SOUTH 59°53'24" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3 AND THE SOUTHWESTERLY EXTENSION OF SAID LOT LINE, 141.26 FEET TO THE CENTERLINE OF THE ALLEY IN SAID BLOCK 34;
THENCE SOUTH 30°07'41" EAST, ALONG SAID ALLEY CENTERLINE, 132.46 FEET TO THE NORTHWESTERLY LINE OF WAZEE STREET AS DEFINED BY SAID WEST DENVER;

THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:
1) SOUTH 59°53'26" WEST, 161.15 FEET TO THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE RANGE LINE IN VACATED 10TH STREET;
2) SOUTH 59°53'29" WEST, CONTINUING ALONG SAID NORTHWESTERLY LINE 192.16 FEET TO THE POINT OF BEGINNING.

PARCEL 9B:

A PARCEL OF LAND BEING A PORTION OF LOT 10, BLOCK 37, WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 10, BLOCK 37, WEST DENVER, WHENCE THE SOUTHWEST CORER OF SAID SECTION 33 BEARS SOUTH 42°11'07" WEST, 3361.52 FEET; THENCE NORTH 30°15'39" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 10, 0.70 FEET TO THE SOUTHERLY LINE OF WEWATTA PLACE AS DEFINED IN ORDINANCE NO. 109, SERIES 1998 RECORDED MARCH 2, 1998 UNDER RECEPTION NO. **9800030569** IN THE RECORDS OF THE CITY AND COUNTY OF DENVER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING OF NORTH 04°37'16" EAST, 41.81 FEET TO A POINT ON A CURVE;
2) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING OF NORTH 41°24'39" EAST AND CENTRAL ANGLE OF 36°57'15", 54.18 FEET TO A POINT OF TANGENT;
3) NORTH 59°53'16" EAST, ALONG SAID TANGENT, 58.06 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 10;

THENCE SOUTH 30°12'50" EAST, ALONG SAID NORTHEASTERLY LOT LINE, 51.64 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 10;
THENCE SOUTH 59°53'40" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10, 132.25 FEET TO THE POINT OF BEGINNING.

PARCEL 9C:

A PARCEL OF LAND BEING A PORTION OF THE PREVIOUSLY VACATED ALLEY IN BLOCK 37, WEST DENVER AS VACATED BY ORDINANCE 750, SERIES OF 1997 RECORDED NOVEMBER 7, 1997 UNDER RECEPTION NO. **9700150821** IN THE CITY AND COUNTY OF DENVER RECORDS SAID PARCEL LOCATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO DESCRIBED AS FOLLOWS:

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

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**Order Number: ABD70667746-7**

ALL THAT PART OF SAID PREVIOUSLY VACATED ALLEY IN BLOCK 37 LYING NORTHWESTERLY FROM THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WAZEE STREET AND SOUTHEASTERLY FROM THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CHOPPER CIRCLE (FORMERLY WEWATTA PLACE) AS LAID OUT, OPENED AND ESTABLISHED BY ORDINANCE NO. 109, SERIES OF 1998, RECORDED MARCH 2, 1998 UNDER RECEPTION NO. **9800030569** AND RENAMED BY ORDINANCE 761, SERIES OF 1999, RECORDED OCTOBER 15, 1999 UNDER RECEPTION NO. **9900180550** IN THE RECORDS OF DENVER COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF OF SAID PREVIOUSLY VACATED ALLEY ABUTTING LOT 11 AND LOT 12, SAID BLOCK 37.

PARCELS 10 AND 11:
(FOR INFORMATION ONLY - SCHEDULE NUMBERS 02335-09-008-000 AND 02335-09-006-000)

LOTS 11 AND 12, BLOCK 37, WEST DENVER, AND THE SOUTHWESTERLY 1/2 OF VACATED ALLEY ADJOINING LOT 11, WEST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 12:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02335-20-009-000)

PARCEL 12A:

A PARCEL OF LAND BEING A PART OF BLOCK 73, WEST DENVER AND A PART OF THE VACATED ALLEY LOCATED IN SAID BLOCK, SAID PARCEL SITUATED IN THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID BLOCK 73, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 41°41'21" WEST, 2593.52 FEET AND THE MOST WESTERLY CORNER OF SAID BLOCK 7 BEARS SOUTH 59°54'46" WEST, 24.10 FEET;
THENCE NORTH 59°54'46" EAST, ALONG SAID NORTHWESTERLY LINE, 256.95 FEET TO THE MOST NORTHERLY CORNER OF SAID BLOCK 73;
THENCE SOUTH 30°11'16" EAST, ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 73, 41.78 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED APRIL 20, 1989 UNDER RECEPTION NO. **R-89-0035162** IN THE DENVER COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:
1) SOUTH 46°47'35" WEST, 250.96 FEET TO A POINT OF CURVE;
2) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 102°53'56", 17.96 FEET TO A POINT OF TANGENT;
3) NORTH 30°18'29" WEST, ALONG SAID TANGENT, 89.04 FEET TO THE POINT OF BEGINNING.

PARCEL 12B:

A PARCEL OF LAND BEING A PART OF BLOCK 68, WEST DENVER SITUATED IN THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 68, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 43°52'09" WEST, 2934.69 FEET; THENCE SOUTH 30°11'16" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 68, 18.49 FEET TO THE MOST WESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT QUIT CLAIM DEED RECORDED APRIL 20, 1989 UNDER

RECEPTION NO. R-89-0035163 IN THE DENVER COUNTY RECORDS;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:
1) NORTH 46°47'35" EAST, 38.14 FEET TO A POINT OF CURVE;
2) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3082.50 FEET AND A CENTRAL ANGLE OF 00°49'51", 44.70 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 68;

THENCE SOUTH 59°54'46" WEST, ALONG SAID NORTHWESTERLY LINE, 80.78 FEET TO THE POINT OF BEGINNING.

PARCEL 12C:

A PARCEL OF LAND BEING A PART OF WAZEE STREET, WHICH PART HAS BEEN VACATED PURSUANT TO ORDINANCE NO. 980, SERIES OF 1999, RECORDED JANUARY 3, 2000 UNDER RECEPTION NO. 2000000239 AND ALSO RECORDED JANUARY 6, 2000 UNDER RECEPTION NO. 2000001727, SAID PART BEING BETWEEN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 7TH STREET AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 9TH STREET AND THAT PART OF 8TH STREET BETWEEN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE STREET AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY, WHICH PART OF 8TH STREET AGAIN HAS BEEN VACATED PURSUANT TO SAID ORDINANCE 980, SERIES OF 1999, SAID PARCEL LOCATED IN WEST DENVER, A SUBDIVISION SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WAZEE STREET, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THAT PARCEL OF LAND GRANTED TO THE CITY AND COUNTY OF DENVER BY THAT QUIT CLAIM DEED RECORDED MAY 25, 1988 UNDER RECEPTION NO. R-88-0270318 IN THE RECORDS OF SAID DENVER COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID PARCEL DESCRIBED IN SAID QUIT CLAIM RECORDED MAY 25, 1988 UNDER RECEPTION NO. R-88-0270318 TO THE INTERSECTION OF SAID EXTENSION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED BY THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF THAT PARCEL DESCRIBED IN QUIT CLAIM DEED RECORDED APRIL 20, 1989 AT RECEPTION NO. R-89-0035163, SAID EXTENSION BEING A CURVE;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, ALONG SAID EXTENSION TO THE INTERSECTION OF SAID EXTENSION WITH THE NORTHWESTERLY LINE OF BLOCK 68, WEST DENVER, SAID INTERSECTION BEING THE POINT OF BEGINNING;

THENCE NORTHWESTERLY ON A LINE PERPENDICULAR TO THE NORTHWESTERLY LINE OF SAID BLOCK 68, 40.00 FEET TO THE CENTERLINE OF WAZEE STREET;
THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE TO THE INTERSECTION OF SAID CENTERLINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 7TH STREET, SAID RIGHT-OF-WAY LINE DEFINED BY A LINE CONNECTING THE MOST SOUTHERLY CORNER OF BLOCK 72, WEST DENVER WITH A POINT ON THE NORTHWESTERLY LINE OF BLOCK 73, WEST DENVER, SAID POINT BEING 24.10 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID BLOCK 73;
THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE STREET AND 24.10 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF BLOCK 73, WEST DENVER;
THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, TO THE INTERSECTION OF

SAID SOUTHEASTERLY RIGHT-OF-WAY LINE WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID 8TH STREET;
THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 8TH STREET TO THE MOST NORTHERLY CORNER OF THE PARCEL DESCRIBED IN RECEPTION NO. R-89-0035162, SAID CORNER BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DESCRIBED IN ORDINANCE NO. 258, SERIES OF 1989, RECORDED MAY 31, 1989 AT RECEPTION NO. R-89-0048388;
THENCE DEPARTING SAID SOUTHWESTERLY LINE OF 8TH STREET, NORTHEASTERLY TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID 8TH STREET, SAID POINT BEING THE MOST WESTERLY CORNER OF THAT PARCEL OF LAND GRANTED TO THE CITY AND COUNTY OF DENVER IN THAT QUIT CLAIM DEED RECORDED APRIL 20, 1989 UNDER RECEPTION NO. R-89-0035163, SAID CORNER BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DESCRIBED IN ORDINANCE NO. 258, SERIES OF 1989, RECORDED AT RECEPTION NO. R-89-0048388;
THENCE NORTHWESTERLY, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID 8TH STREET TO THE INTERSECTION OF SAID NORTHEASTERLY RIGHT-OF-WAY LINE WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID WAZEE STREET;
THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE STREET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED PARCELS IS THE WEST LINE OF SECTION 33 AS MONUMENTED ON THE SOUTH END WITH A 3.25" ALUMINUM CAP STAMPED WITH LS#13155 AND ON THE NORTH END WITH A 2" BRASS DISC IN CONCRETE PAN WITH LS#28668 BEARS NORTH 00°00'00" EAST (ASSUMED).

THE ABOVE LEGAL DESCRIPTIONS WERE PREPARED BY:
DAVID L. STUFFLEBEAM UNDER THE SUPERVISION OF STEVEN A. DYNES LS#24949.
FOR AND ON BEHALF OF:
BENCHMARK SURVEYING
2696 SOUTH COLORADO BLVD SUITE 250
DENVER, COLORADO 80222

PARCEL 13:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02334-11-015-000)

A PARCEL OF LAND BEING A PART OF BLOCK 255, WEST DENVER, A PORTION OF WAZEE STREET AS VACATED BY ORDINANCE NO. 228, SERIES 1925 RECORDED DECEMBER 9, 1925 IN BOOK 3919 AT PAGE 371 UNDER RECEPTION NO. 887449 AND A PORTION OF THE ALLEY LYING WITHIN SAID BLOCK AS VACATED BY ORDINANCE NO. 580, SERIES 1976 RECORDED NOVEMBER 9, 1976 IN BOOK 1344 AT PAGE 465, SAID PARCEL SITUATED IN THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID BLOCK 255, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 40°57'09" WEST, 2494.68; THENCE SOUTH 30°14'17" EAST, ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 255, 50.90 FEET TO THE NORTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED FEBRUARY 11, 1953 IN BOOK 7250 AT PAGE 215 UNDER RECEPTION NO. 188356 IN THE DENVER COUNTY RECORDS;

THENCE SOUTH 05°10'46" WEST, ALONG THE BOUNDARY OF SAID PARCEL, 59.38 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL, SAID CORNER BEING ALSO AN ANGLE POINT IN THE NORTHWESTERLY LINE OF THAT PERMANENT EASEMENT GRANTED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO BY THAT DOCUMENT RECORDED AUGUST 25, 1986 UNDER RECEPTION NO. **11076** IN THE RECORDS OF DENVER COUNTY;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PERMANENT EASEMENT THE FOLLOWING TWO (2) COURSES:
1) SOUTH 24°20'59" WEST, 42.67 FEET;
2) SOUTH 36°53'42" WEST, 154.60 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND IDENTIFIED AS PARCEL 8 IN THAT DEED RECORDED DECEMBER 29, 1993 UNDER RECEPTION NO. **9300178419** IN THE DENVER COUNTY RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING FOUR (4) COURSES:
1) NORTH 03°43'15" WEST, 65.32 FEET;
2) NORTH 07°09'02" EAST, 96.16 FEET;
3) NORTH 22°43'49" EAST, 91.99 FEET;
4) NORTH 35°27'06" EAST, 55.57 FEET TO THE NORTHEASTERLY END OF THE ABOVE REFERENCED VACATED WAZEE STREET, BEING ALSO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 7TH STREET AS DEFINED BY SAID WEST DENVER;
THENCE SOUTH 30°14'17" EAST, ALONG SAID SOUTHWESTERLY LINE OF 7TH STREET, 29.04 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED PARCEL IS THE WEST LINE OF SECTION 33 AS MONUMENTED ON THE SOUTH END WITH A 3.25" ALUMINUM CAP STAMPED WITH LS#13155 AND ON THE NORTH END WITH A 2" BRASS DISC IN CONCRETE PAN WITH LS#28668 BEARS NORTH 00°00'00" EAST (ASSUMED).

THE ABOVE PARCEL DESCRIPTION WAS PREPARED BY:
DAVID L. STUFFLEBEAM UNDER THE SUPERVISION OF STEVEN A. DYNES LS#24949.
FOR AND ON BEHALF OF:
BENCHMARK SURVEYING
2696 SOUTH COLORADO BLVD SUITE 250
DENVER, COLORADO 80222

PARCEL 14:
(FOR INFORMATION ONLY - SCHEDULE NUMBER 02334-10-012-000)

A PARCEL OF LAND BEING A PORTION OF LOTS 1, 2, 11 AND 12, BLOCK 254, AND A PORTION OF LOTS 6, 7 AND 8, BLOCK 255, ALONG WITH THAT PORTION OF VACATED WAZEE STREET AND THE VACATED ALLEYS IN SAID BLOCKS ABUTTING AND CONTIGUOUS WITH SAID LOTS ALL LOCATED IN WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2, BLOCK 254, WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 36° 31' 03" WEST, 2570.21 FEET AND THE MOST EASTERLY CORNER OF SAID BLOCK 254 BEARS SOUTH 30° 11' 13" EAST, 130.00 FEET, SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 7TH STREET AS DEFINED IN ORDINANCE NO. 106, SERIES 1998 RECORDED MARCH 02, 1998 UNDER RECEPTION NO. **9800030566**

IN THE RECORDS OF SAID CITY AND COUNTY OF DENVER;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1) SOUTH 30° 11' 13" EAST, 29.92 FEET TO A POINT OF CURVE;
2) ALONG THE ARC OF SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 215.49 FEET AND A CENTRAL ANGLE OF 24° 38' 35", 92.68 FEET TO A POINT OF TANGENT;
3) SOUTH 05° 32' 38" EAST, ALONG SAID TANGENT, 102.24 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND IDENTIFIED AS PARCEL B OF PARCEL 01-01 DESCRIBED IN THAT DEED RECORDED IN BOOK 1245 AT PAGE 5 ON MAY 12, 1976 UNDER RECEPTION NO. **050292**;

THENCE ALONG SAID WESTERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:
1) SOUTH 22° 43' 49" WEST, 77.37 FEET;
2) SOUTH 07° 09' 02" WEST, 60.09 FEET TO AN ANGLE POINT IN THE SOUTHEASTERLY BOUNDARY LINE OF PARCEL "1" AS DEFINED ON THE PEPSI CENTER A PLANNED UNIT DEVELOPMENT AS RECORDED IN PLANNED UNIT DEVELOPMENT BOOK 19 AT PAGE 19 THROUGH 29 ON MAY 26, 1998 UNDER RECEPTION NO. **9800078841**;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY LINE THE FOLLOWING TWO (2) COURSES:
1) NORTH 30° 08' 44" WEST, 307.26 FEET;
2) NORTH 59° 51' 41" EAST, 160.20 FEET TO THE POINT OF BEGINNING.

PARCEL 15:
(FOR INFORMATION ONLY - SCHEDULE NUMBERS 02335-03-035-000 AND 02335-03-036-000 - 1000 CHOPPER CIRCLE)

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF BLOCKS 6, 34, 36, 37, 69, 70, 71, 253, 254, 255, 258, 259, 260, 261 AND 271 ALONG WITH ALL OF BLOCKS 35, 72 AND 262, ALONG WITH VACATED ALLEYS AND A PORTION OF THE VACATED STREETS ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS ALL LOCATED IN WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 72, WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S 39°50'41" W, 2596.80 FEET; THENCE N 30°11'13" W, ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 72, 129.57 FEET;
THENCE DEPARTING SAID SOUTHWESTERLY LINE S 59°51'41" W, 240.20 FEET;
THENCE S 30°08'44" E, 307.26 FEET TO THE NORTHWESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED JANUARY 2, 1976 IN BOOK 1176 AT PAGE **200** UNDER RECEPTION NO. **002956** IN THE RECORDS OF DENVER COUNTY;
THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO COURSES:
1. S 07°09'02" W, 36.07 FEET;
2. S 03°43'15" E, 65.76 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED IN THAT CORRECTION QUIT CLAIM DEED RECORDED OCTOBER 28, 1988 UNDER RECEPTION NO. **326323** IN THE RECORDS OF SAID DENVER COUNTY;

THENCE S 44°57'12" W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 71.09 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK 255;

THENCE N 30°13'44" W, ALONG SAID SOUTHWESTERLY LINE, 24.20 FEET TO THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED IN THAT DEED RECORDED OCTOBER 28, 1988 UNDER RECEPTION NO. **326320** AND **326321**;
THENCE S 48°26'04" W, ALONG SAID EXTENSION AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 367.67 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK 258;
THENCE N 30°13'55" W, ALONG SAID SOUTHWESTERLY BLOCK LINE, 101.75 FEET TO A POINT 10.00 FEET, AS MEASURED RADIALLY, SOUTHEASTERLY FROM THE CENTERLINE OF TRACT 473, AS FORMERLY LOCATED AND OPERATED BY BURLINGTON NORTHERN, INC.;
THENCE ALONG A LINE PARALLEL WITH SAID CENTERLINE THE FOLLOWING THREE (3) COURSES:
1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 329.84 FEET, A CHORD BEARING OF N 38°04'43" E AND A CENTRAL ANGLE OF 14°38'32", 84.29 FEET TO A POINT OF TANGENT;
2. N 30°45'27" E, ALONG SAID TANGENT, 90.28 FEET TO A POINT OF CURVE;
3. ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 452.55 FEET AND A CENTRAL ANGLE OF 15°46'27", 124.59 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 258;

THENCE DEPARTING SAID PARALLEL LINE, N 59°54'22" E, ALONG SAID NORTHWESTERLY BLOCK LINE AND THE NORTHEASTERLY EXTENSION OF SAID BLOCK LINE, 64.12 FEET TO THE CENTERLINE OF VACATED 6TH STREET;
THENCE N 30°13'44 W, ALONG SAID CENTERLINE, 60.91 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE RANGE LINE IN SAID WAZEE STREET;
THENCE CONTINUING ALONG SAID VACATED 6TH STREET CENTERLINE, N 30°12'16" W, 258.68 FEET TO A POINT 41.00 FEET NORTHWESTERLY OF THE NORTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 4 SAID BLOCK 259;
THENCE S 59°54'26" W, PARALLEL WITH SAID EXTENSION AND SAID LOT LINE, 188.55 FEET TO THE SOUTHWESTERLY LINE OF THE ALLEY IN SAID BLOCK 259;
THENCE S 30°12'51" E, ALONG SAID SOUTHWESTERLY LINE, 57.00 FEET TO A POINT 16.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF LOT 10 SAID BLOCK 259;
THENCE S 59°54'26" W, PARALLEL WITH SAID LOT LINE 25.00 FEET;
THENCE S 18°05'13" W, 12.75 FEET TO A POINT 24.50 FEET, AS MEASURED AT RIGHT ANGLES SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 10;
THENCE S 59°54'26" W, PARALLEL WITH SAID LOT LINE 97.52 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK 259;
THENCE N 30°13'26" W, ALONG SAID SOUTHWESTERLY BLOCK LINE 20.00 FEET;
THENCE S 59°46'34"W, 80.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 5TH STREET;
THENCE S 30°13'26" E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE NORTHEASTERLY LINE OF VACATED WAZEE STREET, 212.99 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE RANGE LINE IN VACATED WAZEE STREET;
THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, S 30°13'55" E, 21.00 FEET TO THE CENTERLINE OF SAID VACATED WAZEE STREET;
THENCE S 59°47'29" W, ALONG SAID CENTERLINE, 581.95 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1208.70 FEET, A CHORD BEARING N 19°52'32" E AND A CENTRAL ANGLE OF 70°26'32", 1486.03 FEET TO A POINT 20.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK 253;
THENCE N 59°54'30" E PARALLEL WITH SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE, 279.77 FEET TO THE INTERSECTION OF SAID EXTENDED PARALLEL LINE WITH THE RANGE LINE IN 7TH STREET;
THENCE N 59°53'16" E, PARALLEL WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF BLOCK 71 AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK 71, 389.79 FEET

TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 968.77, A CHORD BEARING N 63°34'19" E AND A CENTRAL ANGLE OF 07°22'06", 124.59 FEET TO A POINT 28.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK 70;
THENCE N 59°53'16" E, PARALLEL WITH SAID NORTHWESTERLY BLOCK LINE AND THE NORTHEASTERLY EXTENSION OF SAID BLOCK LINE, 300.00 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1109.14 FEET AND A CENTRAL ANGLE OF 12°54'06", 249.75 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 36;
THENCE N 59°53'16" E ALONG SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE, 75.68 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY EXTENSION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 35;
THENCE N 59°55'00" E, ALONG SAID SOUTHWESTERLY EXTENSION AND ALONG SAID NORTHWESTERLY LINE OF BLOCK 35, 165.04 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF N 59°55'00" E AND A CENTRAL ANGLE OF 106°15'27", 92.73 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 35;
THENCE N 59°55'00" E, ALONG SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE OF BLOCK 35, 138.24 FEET TO THE MOST WESTERLY CORNER OF SAID BLOCK 6, BEING A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 78.62 FEET AND A CENTRAL ANGLE OF 73°31'52", 100.90 FEET TO A POINT OF TANGENT;
THENCE S 46°33'08" E, ALONG SAID TANGENT, 218.88 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 598.14 FEET, A CHORD BEARING S 27°40'59" W AND A CENTRAL ANGLE OF 25°48'36", 269.44 FEET TO A POINT OF TANGENT;
THENCE S 14°46'41" W, ALONG SAID TANGENT 132.07 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 45°06'35", 236.19 FEET TO A POINT OF TANGENT;
THENCE S 59°53'16" W, ALONG SAID TANGENT, 355.86 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING S 02°47'25" E AND A CENTRAL ANGLE OF 167°26'35", 263.02 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 9TH STREET AS DEFINED IN DOCUMENT RECORDED MAY 25, 1988 UNDER RECEPTION NO. **R-88-0270318** IN THE RECORDS OF DENVER COUNTY;
THENCE S 30°15'39" E, ALONG SAID SOUTHWESTERLY LINE 125.10 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK 69;
THENCE S 59°54'46" W, ALONG SAID SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION OF SAID SOUTHEASTERLY LINE, 355.08 FEET TO THE NORTHEASTERLY CORNER OF A VACATED PARCEL SITUATED IN WAZEE STREET;
THENCE ALONG THE PERIMETER OF SAID VACATED PARCEL THE FOLLOWING THREE (3) COURSES:
1. S 30°05'14" E, 11.00 FEET;
2. S 59°54'46" W, 178.00 FEET;
3. N 30°05'14" W, 11.00 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK 72;

THENCE S 59°54'46" W, ALONG SAID SOUTHEASTERLY LINE, 120.09 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO;

EXCEPT THAT PART DESCRIBED IN ORDINANCE NO. 905, SERIES OF 2000, RECORDED NOVEMBER 17, 2000 UNDER RECEPTION NO. **2000168442**;

AND FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO REGIONAL TRANSPORTATION DISTRICT BY SPECIAL WARRANTY DEED RECORDED AUGUST 1, 2019 UNDER RECEPTION NO. 2019099780.

PARCEL 1A:

A PARCEL OF LAND BEING A PORTION OF BLOCKS 5 AND 6 ALONG WITH A PORTION OF THE VACATED ALLEYS AND A PORTION OF THE VACATED STREETS ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS ALL LOCATED IN WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VACATED WEWATTA STREET WITH THE NORTHWESTERLY EXTENSION OF THE CENTERLINE OF VACATED 12TH STREET IN WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S 36°24'32" W, 4628.78 FEET;
THENCE S 30°12'04" E, ALONG SAID EXTENSION AND SAID CENTERLINE OF VACATED 12TH STREET, 130.00 FEET TO A POINT 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 5;
THENCE N 59°55'00" E, PARALLEL WITH SAID EXTENSION AND SAID NORTHWESTERLY LINE, 82.83 FEET TO THE SOUTHWESTERLY LINE OF SPEER BOULEVARD RIGHT-OF-WAY AS DEFINED IN PARCELS 5B AND 5C OF THE SPEER VIADUCT REPLACEMENT PROJECT;
THENCE S 46°33'08" E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 137.20 FEET;
THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE S 44°53'56" W, 226.75 FEET;
THENCE N 46°33'08" W, 334.03 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID VACATED WEWATTA STREET;
THENCE N 59°55'00" E, ALONG SAID NORTHWESTERLY RIGHT-OF WAY LINE 191.72 FEET TO THE POINT OF BEGINNING.
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 1B:

A PARCEL OF LAND BEING A PORTION OF THE VACATED ALLEY IN BLOCK 259, WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID ALLEY, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S 29°48'16" W, 2138.19 FEET AND THE MOST EASTERLY CORNER OF LOT 9, SAID BLOCK 259 BEARS N 30°12'51" W, 16.00 FEET;
THENCE N 30°12'51" W, ALONG SAID SOUTHWESTERLY LINE OF SAID ALLEY, 57.00 FEET TO A POINT 41.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 9 AND LOT 4;
THENCE DEPARTING SAID SOUTHWESTERLY LINE, N 59°54'26" E, PARALLEL WITH SAID SOUTHEASTERLY LOT LINES, 8.25 FEET TO THE CENTERLINE OF SAID ALLEY;
THENCE S 30°12'51" E, ALONG SAID CENTERLINE, 57.00 FEET TO A POINT 16.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 9 AND LOT 4;
THENCE S 59°54'26" W, PARALLEL WITH SAID SOUTHEASTERLY LOT LINES, 8.25 FEET TO THE POINT OF BEGINNING.
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABD70667746-7**

PARCEL 1P:

A PARCEL OF LAND BEING A PART OF WEST DENVER SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WEWATTA STREET AS DEFINED BY SAID WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S 36°24'32" W, 4628.78 FEET;
THENCE N 59°55'00" E, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 44.6 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SPEER BOULEVARD;
THENCE S 46°33'08" E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 135.56 FEET TO A POINT 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID WEWATTA STREET;
THENCE S 59°55'00" W, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 82.83 FEET TO THE CENTERLINE OF VACATED 12TH STREET AS VACATED BY ORDINANCE NO. 750, SERIES 1997;
THENCE N 30°12'04" W, ALONG SAID CENTERLINE AND THE NORTHWESTERLY EXTENSION OF SAID CENTERLINE, 130.00 FEET TO THE POINT OF BEGINNING.
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 1VW:

A PARCEL OF LAND BEING A PART OF WAZEE STREET, WHICH PART HAS BEEN VACATED PURSUANT TO ORDINANCE NO. 980, SERIES OF 1999, RECORDED JANUARY 3, 2000, UNDER RECEPTION NO. **2000000239** AND ALSO RECORDED JANUARY 6, 2000 UNDER RECEPTION NO. **2000001727**, SAID PART BEING BETWEEN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 7TH STREET AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 9TH STREET LOCATED IN WEST DENVER, A SUBDIVISION SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WAZEE STREET, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THAT PARCEL OF LAND GRANTED TO THE CITY AND COUNTY OF DENVER BY THAT QUIT CLAIM DEED RECORDED MAY 25, 1988 UNDER RECEPTION NO. **R-88-0270318** IN THE RECORDS OF SAID DENVER COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID PARCEL DESCRIBED IN SAID QUIT CLAIM DEED RECORDED MAY 25, 1988 UNDER RECEPTION NO. **R-88-0270318** TO THE INTERSECTION OF SAID EXTENSION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED BY THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF THAT PARCEL DESCRIBED IN DEED RECORDED APRIL 20, 1989 UNDER RECEPTION NO. **R-89-0035163**, SAID EXTENSION BEING A CURVE;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, ALONG SAID EXTENSION TO THE INTERSECTION OF SAID EXTENSION WITH THE NORTHWESTERLY LINE OF BLOCK 68, WEST DENVER;
THENCE NORTHWESTERLY ON A LINE PERPENDICULAR TO THE NORTHWESTERLY LINE OF SAID BLOCK 68, 40.00 FEET TO THE CENTERLINE OF WAZEE STREET;
THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE TO THE INTERSECTION OF SAID CENTERLINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 7TH STREET, SAID RIGHT-OF-WAY LINE DEFINED BY A LINE CONNECTING THE MOST SOUTHERLY CORNER OF BLOCK 72, WEST DENVER WITH A POINT ON THE NORTHWESTERLY LINE OF BLOCK 73, WEST DENVER, SAID POINT BEING 24.10 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID BLOCK 73;
THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE MOST

SOUTHERLY CORNER OF SAID BLOCK 72;
THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 72 TO THE MOST WESTERLY CORNER OF THAT PARCEL OF WAZEE STREET VACATED BY ORDINANCE NO. 14, SERIES OF 1944 RECORDED MARCH 16, 1949 IN BOOK 6518 AT PAGE **129**;
THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL TO THE MOST SOUTHERLY CORNER OF SAID PARCEL;
THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL TO THE MOST EASTERLY CORNER OF SAID PARCEL BEING ALSO THE MOST SOUTHERLY CORNER OF THAT PARCEL OF WAZEE STREET VACATED BY ORDINANCE NO. 6 SERIES OF 1944, RECORDED MARCH 16, 1949 IN BOOK 6518 AT PAGE **130**;
THENCE CONTINUING NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL VACATED BY SAID ORDINANCE NO. 6 SERIES OF 1944, TO THE MOST EASTERLY CORNER OF SAID PARCEL;
THENCE NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WAZEE STREET;
THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABD70667746-7

**All of the following Requirements must be met:**

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

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

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

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

1. PARTIAL RELEASE OF DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND REVENUES AND FIXTURE FILING DATED OCTOBER 04, 2007 FROM KROENKE 923, LLC, KROENKE 1055, LLC, PARAMOUNT HOLDINGS LLC, KROENKE PARKING, LLC AND THE OPERA SHOP, INC., TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF CITIBANK, N.A., TO SECURE THE SUM OF $35,000,000.00 RECORDED OCTOBER 04, 2007, UNDER RECEPTION NO. **2007155146**.

   FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND REVENUES AND FIXTURE FILING RECORDED JUNE 4, 2013 UNDER RECEPTION NO. **2013080115**.

   SECOND AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND REVENUES AND FIXTURE FILING RECORDED FEBRUARY 23, 2018 UNDER RECEPTION NO. **2018022592**.

   SAID DEED OF TRUST WAS FURTHER SECURED BY ASSIGNMENT OF RENTS GIVEN IN CONNECTION WITH SAID DEED OF TRUST RECORDED OCTOBER 4, 2007 UNDER RECEPTION NO. **2007155147**.

   FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS RECORDED JUNE 4, 2013 UNDER RECEPTION NO. **2013080116**.

   SECOND AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS RECORDED FEBRUARY 23, 2018 UNDER RECEPTION NO. **2018022592**.

   THIRD AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGMENT OF LEASES, RENTS AND REVENUES AND FIXTURE FILING RECORDED DECEMBER 28, 2022 UNDER RECEPTION NO. **2022154328**.

   (AFFECTS PARCELS 1, 2, 8, 9, 10 AND 11)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABD70667746-7

**All of the following Requirements must be met:**

2. RELEASE OF DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING DATED SEPTEMBER 10, 2015 FROM TKG AURARIA, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF KEYBANK NATIONAL ASSOCIATION TO SECURE THE SUM OF $1,800,000.00 RECORDED SEPTEMBER 28, 2015, UNDER RECEPTION NO. **2015135692**.

   SAID DEED OF TRUST FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED SEPTEMBER 28, 2015 UNDER RECEPTION NO. **2015135691**.

   FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING RECORDED AUGUST 14, 2018 UNDER RECEPTION NO. **2018102203**.

   SECOND AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILILNG RECORDED SEPTEMBER 14, 2021 UNDER RECEPTION NO. **2021174318**.

   (AFFECTS PARCEL 5)

3. RELEASE OF DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING DATED SEPTEMBER 10, 2015 FROM 1201 AURARIA DEVELOPMENT, L.L.C. TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF KEYBANK NATIONAL ASSOCIATION TO SECURE THE SUM OF $5,540,000.00 RECORDED SEPTEMBER 28, 2015, UNDER RECEPTION NO. **2015135694**.

   FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING RECORDED JULY 26, 2016 UNDER RECEPTION NO. **2016098055**.

   SECOND AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING RECORDED SEPTEMBER 14, 2021 UNDER RECEPTION NO. **2021174317**.

   (AFFECTS PARCEL 6)

4. TERMINATION OF FINANCING STATEMENT WITH KROENKE ARENA COMPANY, LLC, THE SECURED PARTY AND KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, DEBTOR, RECORDED JANUARY 27, 2023 UNDER RECEPTION NO. **2023006426**.

   (AFFECTS PARCEL 15)

   NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABD70667746-7

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

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT RECORDED NOVEMBER 22, 1901 IN BOOK 1451 AT PAGE 93 AND DECREE RECORDED DECEMBER 16, 1953 IN BOOK 7405 AT PAGE 247.

   (AFFECTS PARCEL 6A).
10. EASEMENTS FOR ELECTRIC, TELEPHONE, GAS MAINS AND PIPES, SEWER AND WATER PIPES, AS RESERVED IN ORDINANCE 287 SERIES OF 1957 RECORDED SEPTEMBER 10, 1957 IN BOOK 8087 AT PAGE 371.

    (AFFECTS PARCEL 12)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABD70667746-7

11. THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN POWER AND SEWER LINES IN VACATED ALLEY AS RESERVED ORDINANCE 266 SERIES OF 1969 RECORDED SEPTEMBER 10, 1969 IN BOOK 83 AT PAGE **234**.

    RELINQUISHMENT OF PART OF SAID RESERVATION AS CONTAINED IN ORDINANCE 461 SERIES OF 1999 RECORDED JUNE 18, 1999 UNDER RECEPTION NO. **108600**.

    (AFFECTS PARCELS 8 AND 9)

12. TERMS, CONDITIONS, RESTRICTIONS AND PROVISIONS CONTAINED IN DEEDS RECORDED NOVEMBER 07, 1973 IN BOOK 792 AT PAGE **61**; MAY 8, 1974 IN BOOK 876 AT PAGE **471**; AND MAY 12, 1976 IN BOOK 1245 AT PAGE **5**.

    (AFFECTS PARCEL 12)

13. TERMS, CONDITIONS, AND PROVISIONS OF PARTY WALL AGREEMENT RECORDED FEBRUARY 02, 1981, IN BOOK 2317 AT PAGE **623**.

    (AFFECTS PARCELS 10 AND 11)

14. EASEMENTS FOR UTILITIES, TELEPHONE LINES, POWER LINES AND DRAINAGE FACILITIES FOR WATER AND SEWAGE AS RETAINED IN ORDINANCE NO. 552 SERIES OF 1981 RECORDED NOVEMBER 6, 1981 IN BOOK 2480 AT PAGE **474**.

    (AFFECTS PARCEL 7)

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT FOR ROADWAY PERMITTING VEHICULAR INGRESS AND EGRESS RECORDED SEPTEMBER 14, 1983 IN BOOK 2907 AT PAGE **596**.

    (AFFECTS PARCEL 4).

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT RECORDED MARCH 18, 1985 UNDER RECEPTION NO. **389967**.

    (AFFECTS PARCEL 13).

17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT RECORDED AUGUST 25, 1986 UNDER RECEPTION NO. **11076**.

    (AFFECTS PARCEL 12).

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AND EASEMENT RECORDED JUNE 09, 1988 UNDER RECEPTION NO. **R-88-0275573**.

    (AFFECTS PARCELS 3, 4, 7 AND 9).

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

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19. EASEMENTS FOR UTILITIES, TELEPHONE LINES, POWER LINES AND DRAINAGE FACILITIES FOR WATER AND SEWAGE AS RETAINED IN ORDINANCE NO. 183, SERIES OF 1989, RECORDED APRIL 13, 1989 UNDER RECEPTION NO. **R-89-0033259**.

    (AFFECTS VACATED ALLEY IN PARCEL 5A)

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE 747 SERIES OF 1997 RELATING TO ZONING RECORDED NOVEMBER 07, 1997 UNDER RECEPTION NO. **9700150818**.

    (AFFECTS PARCELS 2, 9 AND 14).

21. (THIS ITEM WAS INTENTIONALLY DELETED)

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED, BARGAIN AND SALE DEED AND QUIT CLAIM DEED RECORDED NOVEMBER 14, 1997 UNDER RECEPTION NO. **9700154605**, **9700154606** AND **9700154607**.

    (AFFECTS PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 14).

23. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 18, 1998, UNDER RECEPTION NO. **9800023312**.

    (AFFECTS PARCEL 14).

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDMENT TO THE ZONE MAP FOR PUB NO. 440 RECORDED FEBRUARY 02, 1999 UNDER RECEPTION NO. **9900034502**. AMENDMENT BY ORDINANCE NO. 1001, SERIES OF 2001, RECORDED NOVEMBER 30, 2001 UNDER RECEPTION NO. **2001203739**. AMENDED BY ORDINANCE NO. 25, SERIES OF 2002, RECORDED JANUARY 18, 2002 UNDER RECEPTION NO. **2002012551**. AMENDED BY ORDINANCE NO. 20, SERIES OF 2002 RECORDED JANUARY 23, 2002 UNDER RECEPTION NO. **2002015273**.

    (AFFECTS ALL PARCELS)

25. (THIS ITEM WAS INTENTIONALLY DELETED)

26. (THIS ITEM WAS INTENTIONALLY DELETED)

27. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CONOCO AT PEPSI CENTER, A MINOR PLANNED UNIT DEVELOPMENT RECORDED AUGUST 13, 1999 UNDER RECEPTION NO. **9900143186**.

    (AFFECTS PARCEL 14)

28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT TO THE CITY AND COUNTY OF DENVER RECORDED SEPTEMBER 01, 1999 UNDER RECEPTION NO. **990154398**.

    (AFFECTS PARCEL 2).

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29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT TO THE CITY AND COUNTY OF DENVER RECORDED SEPTEMBER 01, 1999 UNDER RECEPTION NO. **9900154399**.

    (AFFECTS PARCEL 9).

30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT RECORDED SEPTEMBER 01, 1999 UNDER RECEPTION NO. **9900154400**.

    (AFFECTS PARCEL 14).

31. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, FOR DRAINAGE FACILITIES FOR STORM WATER, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 01, 1999, UNDER RECEPTION NO. **9900154405**.

    (AFFECTS PARCEL 1)

32. (THIS ITEM WAS INTENTIONALLY DELETED)

33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REVOCABLE PERMIT RECORDED OCTOBER 07, 1999 UNDER RECEPTION NO. **9900175684**.

    (AFFECTS PARCEL 11).

34. RESERVATION OF EASEMENTS AS SET FORTH IN ORDINANCE 0980, SERIES OF 1999 VACATING A PORTION OF WAZEE STREET, RECORDED JANUARY 3, 2000 UNDER RECEPTION NO. **2000000239** AND RECORDED JANUARY 6, 2000 UNDER RECEPTION NO. **2000001727**.

    (AFFECTS PARCEL 12)

35. EASEMENT GRANTED TO REGIONAL TRANSPORTATION STREET, FOR RAIL MASS TRANSPORTATION SERVICES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 08, 2000, UNDER RECEPTION NO. **2000163224** AND **2000163225**.

    (AFFECTS PARCEL 1)

36. LEASE BETWEEN THE BOARD OF DIRECTORS OF THE AURARIA HIGHER EDUCATION CENTER, A BODY CORPORATE, LESSOR, AND ASCENT ARENA COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSEE, AS SHOWN BY LEASE AGREEMENT RECORDED APRIL 13, 2000, UNDER RECEPTION NO. **20000052666**.

    NOTE: A RIGHT OF FIRST REFUSAL CONTAINED THEREIN.

    (AFFECTS PARCELS 12 AND 13).

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABD70667746-7

37. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (20-FOOT PARKING EASEMENT RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022764**.

    (AFFECTS PARCEL 2).

38. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (30-FOOT ACCESS AND PARKING EASEMENT) RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022765**.

    (AFFECTS PARCEL 4).

39. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (20-FOOT PARKING EASEMENT) RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022766**.

    (AFFECTS PARCEL 2).

40. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (30-FOOT ACCESS AND PARKING EASEMENT) RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022767**.

    (AFFECTS PARCEL 4).

41. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (20-FOOT PARKING EASEMENT) RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022769**.

    (AFFECTS PARCEL 2).

42. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (30-FOOT ACCESS AND PARKING EASEMENT) RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022770**.

    AMENDED EASEMENT AGREEMENT RECORDED MARCH 25, 2015 UNDER RECEPTION NO. **2015036776** AND RE-RECORDED DECEMBER 24, 2015 UNDER RECEPTION NO. **2015177988**.

    (AFFECTS PARCEL 7).

43. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (20-FOOT PARKING EASEMENT) RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022771**.
    SUPPLEMENTAL AGREEMENT (PARKING) RECORDED JANUARY 2, 2013 UNDER RECEPTION NO. **2013000634**.

    (AFFECTS PARCELS 2, 5 AND 6).

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**(Exceptions)**

**Order Number:** ABD70667746-7

44. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (30-FOOT ACCESS AND PARKING EASEMENT) RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. **2001022772**.
SUPPLEMENTAL AGREEMENT (PARKING) RECORDED JANUARY 2, 2013 UNDER RECEPTION NO. **2013000634**.

    (AFFECTS PARCELS 3, 4, 5 AND 6).

45. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (20-FOOT PARKING EASEMENT) RECORDED FEBRUARY 28, 2001 UNDER RECEPTION NO. **2001027883**.

    (AFFECTS PARCEL 2).

46. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (30-FOOT ACCESS AND PARKING EASESMENT) RECORDED FEBRUARY 28, 2001 UNDER RECEPTION NO. **2001027884**.

    (AFFECTS PARCEL 7).

47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVE MODIFICATION RECORDED JANUARY 09, 2002 UNDER RECEPTION NO. **2002005893**.

    (AFFECTS PARCEL 8).

48. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF WAIVERS RECORDED JANUARY 14, 2002 UNDER RECEPTION NO. **2002009757**, **2002009758**, **2002009759** AND **2002009760**.

    (AFFECTS ALL PARCELS).

49. ANY COVENANTS, AGREEMENTS, ASSESSMENTS AND/OR EASEMENTS FOR PUBLIC UTILITIES, SEWER, DRAINAGE AND OTHER INCIDENTAL PURPOSES THAT AFFECT THE COMMON ELEMENTS ONLY, AS SHOWN ON THE MAP OF 1055 AURARIA PARKWAY, CONDOMINIUM RECORDED JANUARY 17, 2006 UNDER RECEPTION NO. **2006010753**.

    (AFFECTS PARCEL 8)

50. THOSE PROVISIONS, COVENANTS AND CONDITIONS, EASEMENTS, AND RESTRICTIONS, WHICH ARE A BURDEN TO THE CONDOMINIUM UNITS OF 1055 AURARIA PARKWAY, DESCRIBED IN SCHEDULE A, PARCEL 8, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 17, 2006, UNDER RECEPTION NO. **2006010754**

    (AFFECTS PARCEL 8).

51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE 729 SERIES OF 2002 GRANTING A REVOCABLE PERMIT RECORDED AUGUST 21, 2007 UNDER RECEPTION NO. **2007131243**.

    (AFFECTS PARCEL 8).

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52. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY COURT ORDER RECORDED MARCH 19, 2013 UNDER RECEPTION NO. **2013038643** AND RECORDED JUNE 6, 2013 UNDER RECEPTION NO. **2013081425**.

    (AFFECTS PARCEL 1)

53. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVE MODIFICATION REQUEST RECORDED JANUARY 15, 2015 UNDER RECEPTION NO. **2015005122**.

    (AFFECTS PARCEL 6A).

54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF LEASEHOLD RIGHTS OF FIRST REFUSAL JANUARY 20, 2015 UNDER RECEPTION NO. **2015005979**, **2015005980**, AND RECORDED JULY 02, 2015 UNDER RECEPTION NO. **2015090184**.

    (AFFECTS PARCEL 14).

55. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT SANITARY EASEMENT RECORDED FEBRUARY 25, 2016 UNDER RECEPTION NO. **2016024663**.

    (AFFECTS PARCEL 12).

56. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 07, 2016, UNDER RECEPTION NO. **2016044100**.

    (AFFECTS PARCEL 4).

    (ITEMS 8 THROUGH 56 AFFECT PARCELS 1 THROUGH 14 AS SET FORTH ABOVE)

    (ITEMS 57 THROUGH 96 AFFECT PARCEL 15 AS SET FORTH BELOW)

57. EXISTING LEASES AND TENANCIES, IF ANY.

    (AFFECTS ALL OF PARCEL 15 PARCELS)

58. EASEMENTS AND RIGHTS OF WAY FOR UTILITIES, AS RESERVED IN ORDINANCE NO. 43, SERIES 1914 VACATING STREETS AND ALLEYS, RECORDED APRIL 20, 1914 IN BOOK 3461 AT PAGE **450**. ORDINANCE NO. 461, SERIES OF 1999, RELINQUISHING VARIOUS EASEMENTS AND RIGHTS OF WAY, RECORDED JUNE 18, 1999 UNDER RECEPTION NO. **9900108600**.

    (AFFECTS PARCEL 1 OF PARCEL 15)

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59. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SLOPE EASEMENT TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO RECORDED JANUARY 06, 1986 UNDER RECEPTION NO. **12913**. CORRECTION SLOPE EASEMENT RECORDED OCTOBER 28, 1988 UNDER RECEPTION NO. **R-88-0326322**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

60. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN LANDSCAPE EASEMENT RECORDED JANUARY 23, 1991 UNDER RECEPTION NO. **R-91-0004599**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

61. TERMS, CONDITIONS, PROVISIONS, BURDENS, EASEMENTS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED, BARGAIN AND SALE DEED AND QUIT CLAIM DEED RECORDED NOVEMBER 14, 1997 UNDER RECEPTION NO. **9700154605**, **9700154606** AND **9700154607**.

    (AFFECTS ALL OF PARCEL 15 PARCELS)

62. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 18, 1998, UNDER RECEPTION NO. **9800023309**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

63. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 18, 1998, UNDER RECEPTION NO. **9800023312**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

64. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 18, 1998, UNDER RECEPTION NO. **9800023313**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

65. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT WITH THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS RECORDED APRIL 24, 1998 UNDER RECEPTION NO. **9800063171**. PARTIAL RELEASE OF EASEMENT RECORDED MARCH 11, 1999 UNDER RECEPTION NO. **9900044888**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

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66. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT WITH THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS RECORDED APRIL 24, 1998 UNDER RECEPTION NO. **9800063172**. PARTIAL RELEASE OF EASEMENT RECORDED MARCH 11, 1999 UNDER RECEPTION NO. **9900044888**. PARTIAL RELEASE OF EASEMENT RECORDED MAY 24, 1999 UNDER RECEPTION NO. **9900091692**.

    (AFFECTS PARCEL 1 OF PARCEL 15)

67. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NON-MERGING EASEMENT AND INDEMNITY AGREEMENT BY AND BETWEEN ASCENT ARENA COMPANY, LLC AND THE CITY AND COUNTY OF DENVER, A MUNICIPAL CORPORATION RECORDED MAY 26, 1998 UNDER RECEPTION NO. **9800078840**.

    (AFFECTS PARCELS 1, 1A, AND 1B OF PARCEL 15).

68. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE MAP OF PEPSI CENTER A PLANNED UNIT DEVELOPMENT RECORDED MAY 26, 1998 UNDER RECEPTION NO. **9800078841**. MAP AMENDMENT FINDINGS RECORDED MARCH 8, 2002 UNDER RECEPTION NOS. **2002046829**, **2002046830** AND **2002046831**.

    (AFFECTS PARCELS 1, 1A AND 1B OF PARCEL 15)

69. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONE MAP AMENDMENT P.U.D. #440, DATED SEPTEMBER 10, 1997, RECORDED FEBRUARY 26, 1999 UNDER RECEPTION NO. **9900034502**; AMENDED BY ORDINANCE NO. 1001, SERIES OF 2001, RECORDED NOVEMBER 30, 2001 UNDER RECEPTION NO. **2001203739**; AND AMENDED BY ORDINANCE NO. 25, SERIES OF 2002, RECORDED JANUARY 18, 2002 UNDER RECEPTION NO. **2002012551**.

    (AFFECTS PARCELS 1, 1A, 1B, 1P, AND 1VW OF PARCEL 15)

70. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT WITH THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS RECORDED MARCH 11, 1999 UNDER RECEPTION NO. **9900044887**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

71. TERMS, PROVISIONS, AND RESTRICTIONS FOR PERMANENT ACCESS AND MAINTENANCE EASEMENT AS SET FORTH AND RESERVED IN DEED RECORDED MARCH 18, 1999 UNDER RECEPTION NO. **9900049107**.

    (AFFECTS PARCEL 1P OF PARCEL 15)

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72. ALL MATTERS AS SET FORTH ON COMMUNITY PLANNING & DEVELOPMENT AGENCY BUILDING INSPECTION DIVISION ADMINISTRATIVE MODIFICATION NUMBER 99-199 RECORDED AUGUST 20, 1999 AT RECEPTION NO. **9900146896**.

    (AFFECTS PARCEL 1 OF PARCEL 15)

73. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT FOR DRAINAGE FACILITIES FOR STORM WATER RECORDED SEPTEMBER 01, 1999 UNDER RECEPTION NO. **9900154401**.

    (AFFECTS PARCEL 1A AND 1P OF PARCEL 15).

74. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT FOR DRAINAGE FACILITIES FOR STORM WATER RECORDED SEPTEMBER 01, 1999 UNDER RECEPTION NO. **9900154402**.
    PARTIAL RELINQUISHMENT OF EASEMENT BY ORDINANCE NO. 20161037, SERIES OF 2016 RECORDED NOVEMBER 23, 2016 UNDER RECEPTION NO. **2016164520**.

    (AFFECTS PARCEL 1 OF PARCEL 15)

75. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT FOR DRAINAGE FACILITIES FOR STORM WATER RECORDED SEPTEMBER 01, 1999 UNDER RECEPTION NO. **9900154403**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

76. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT FOR DRAINAGE FACILITIES FOR STORM WATER RECORDED SEPTEMBER 01, 1999 UNDER RECEPTION NO. **9900154404**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

77. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT WITH THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS RECORDED SEPTEMBER 13, 1999 UNDER RECEPTION NO. **9900160465**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

78. LEASE BETWEEN ASCENT ARENA AND DEVELOPMENT CORPORATION, LESSOR, AND CONOCO INC., LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED SEPTEMBER 17, 1999, UNDER RECEPTION NO. **9900163970**.

    (AFFECTS PARCEL 1 OF PARCEL 15)

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79. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN BRIDGE, PARKING AND RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 24, 1999 UNDER RECEPTION NO. **9900167686**. SUPPLEMENT THERETO RECORDED DECEMBER 1, 1999 UNDER RECEPTION NO. **9900202667**.

    (AFFECTS ALL OF PARCEL 15 PARCELS).

80. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 26, 1999, UNDER RECEPTION NO. **9900185968**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

81. RESERVATION OF NON-EXCLUSIVE EASEMENTS AS SET FORTH IN ORDINANCE 980, SERIES OF 1999 VACATING A PORTION OF WAZEE STREET, RECORDED JANUARY 3, 2000 UNDER RECEPTION NO. **2000000239**. AND RECORDED JANUARY 6, 2000 UNDER RECEPTION NO. **2000001727**.

    (AFFECTS PARCEL 1VW OF PARCEL 15)

82. TERMS, CONDITIONS AND PROVISIONS OF COVENANT AND PERMIT RECORDED JANUARY 19, 2000 UNDER RECEPTION NO. **2000009139**.

    (AFFECTS PARCEL 1 OF PARCEL 15).

83. TERMS, CONDITIONS AND PROVISIONS OF LETTER ACCEPTING THE TERMS AND CONDITIONS OF ORDINANCE NO. 22, SERIES OF 2000 RECORDED FEBRUARY 08, 2000 AT RECEPTION NO. **2000018807**.

    (AFFECTS PARCELS 1 AND 1A OF PARCEL 15)

84. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF LEASE AGREEMENT BY AND BETWEEN THE BOARD OF DIRECTORS OF THE AURARIA HIGHER EDUCATION CENTER AND ASCENT ARENA COMPANY, LLC RECORDED APRIL 13, 2000 UNDER RECEPTION NO. **2000052666**.

    (AFFECTS 1, 1A, 1B, 1P, 1VW OF PARCEL 15).

85. TERMS, CONDITIONS AND PROVISIONS OF WAIVERS RECORDED JANUARY 14, 2002 UNDER RECEPTION NO. **2002009757**, **2002009758** AND **2002009760**.

    (AFFECTS ALL OF PARCEL 15 PARCELS).

86. LEASE BETWEEN ASCENT ARENA COMPANY, LESSOR, AND QWEST WIRELESS LLC, LESSEE, AS EVIDENCED BY MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT WITH SPRINT SPECTRUM LP, RECORDED AUGUST 17, 2004, UNDER RECEPTION NO. **2004169558**.

    (AFFECTS PARCELS 1, 1A AND 1B OF PARCEL 15)

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87. LEASE BETWEEN KROENKE ARENA COMPANY, LESSOR, AND NEW CINGULAR WIRELESS PCS, LLC, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED NOVEMBER 28, 2008, UNDER RECEPTION NO. **2008161713** AND RECORDED DECEMBER 10, 2010 UNDER RECEPTION NO. **2010144048**.

    (AFFECTS PARCELS 1, 1A AND 1B OF PARCEL 15).

88. LEASE BETWEEN KROENKE ARENA COMPANY, LLC, LESSOR, AND VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED OCTOBER 18, 2012, UNDER RECEPTION NO. **2012143115**.

    (AFFECTS PARCELS 1, 1A AND 1B OF PARCEL 15).

89. EASEMENT DEED BY COURT ORDER RECORDED MARCH 19, 2013 UNDER RECEPTION NO. **2013038643**.

    (AFFECTS ALL OF PARCEL 15 PARCELS).

90. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT NON-EXCLUSIVE EASEMENT PEPSI CENTER CLUB/STORAGE BUILDING RECORDED AUGUST 11, 2016 UNDER RECEPTION NO. **2016106668**.

    (AFFECTS PARCELS 1, 1A AND 1P OF PARCEL 15).

91. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PEPSI CENTER COURTSIDE CLUB AND STORAGE SITE PLAN RECORDED OCTOBER 17, 2016 UNDER RECEPTION NO. **2016143346**.
    REDLINE AMENDMENT RECORDED DECEMBER 30, 2016 UNDER RECEPTION NO. **2016183091**.
    (AFFECTS ALL PARCELS_TERMINATION OF THE LEASE AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF DENVER, AND ASCENT ARENA COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, RECORDED JUNE 13, 2000 UNDER RECEPTION NO. **2000082088**.

    (AFFECTS ALL OF PARCEL 15 PARCELS)

92. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PEPSI CENTER - PRIVATE GARAGE ADDITION AMENDMENT NO. 1 TO PEPSI CENTER COURTSIDE CLUB AND STORAGE SITE DEVELOPMENT PLAN RECORDED MAY 24, 2018 UNDER RECEPTION NO. **2018061410**.

    (AFFECTS ALL OF PARCEL 15 PARCELS).

93. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDED AND RESTATED DENVER ARENA AGREEMENT INCLUDING BASKETBALL AND HOCKEY COMMITMENTS AGREEMENT RECORDED JULY 31, 2019 UNDER RECEPTION NO. **2019099036**.

    (AFFECTS ALL OF PARCEL 15 PARCELS).

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94. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN REAFFIRMATION AND GRANT OF EASEMENTS TO THE CITY AND COUNTY OF DENVER RECORDED AUGUST 01, 2019 UNDER RECEPTION NO. **2019099778**.

    (AFFECTS ALL OF PARCEL 15 PARCELS)..

95. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PEDESTRIAN ACCESS EASEMENT AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT RECORDED AUGUST 01, 2019 UNDER RECEPTION NO. **2019099781**.

    (AFFECTS ALL OF PARCEL 15 PARCELS)..

96. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF MATTERS DISCLOSED BY ALTA/ACSM LAND TITLE SURVEY DATED NOVEMBER 02, 1999, AND LAST REVISED APRIL 20, 2000, PREPARED BY BENCHMARK SURVEYING, JOB #3531.2.
    (A COPY OF SAID SURVEY IS STORED AS OUR ESI **40088582**)

    (AFFECTS ALL OF PARCEL 15 PARCELS).

    (ITEMS 57 THROUGH 96 AFFECT PARCEL 15 AS NOTATED ABOVE)

# LAND TITLE GUARANTEE COMPANY
# DISCLOSURE STATEMENTS

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

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

**Note:** Pursuant to CRS 24-21-514.5, 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.

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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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

# Commitment For Title Insurance

# Issued by Old Republic National Title Insurance Company

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

**COMMITMENT CONDITIONS**

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

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

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

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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

Craig B. Rants, Senior Vice President

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

*By* *President*

*Attest* *Secretary*

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National 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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