

Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
<p>*If More Than One Property Owner: All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p>	
<p>Please attach Proof of Ownership acceptable to the Manager for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.</p> <p>If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			

REVIEW CRITERIA	
<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.7</p>	<p><input type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan. Please provide an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p> <p><input type="checkbox"/> Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</p> <p><input type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.8</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error.</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact.</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.</p> <p><input type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="margin-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p style="margin-left: 20px;">b. A City adopted plan; or</p> <p style="margin-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (Overlay Zone Districts), of this Code. Please provide an attachment describing the justifying circumstance.</p> <p><input type="checkbox"/> The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District. Please provide an attachment describing how the above criterion is met.</p>
REQUIRED ATTACHMENTS	
Please ensure the following required attachments are submitted with this application:	
<p><input type="checkbox"/> Legal Description (required to be attached in Microsoft Word document format)</p> <p><input type="checkbox"/> Proof of Ownership Document(s)</p> <p><input type="checkbox"/> Review Criteria, as identified above</p>	
ADDITIONAL ATTACHMENTS	
Please identify any additional attachments provided with this application:	
<p><input type="checkbox"/> Written Authorization to Represent Property Owner(s)</p> <p><input type="checkbox"/> Individual Authorization to Sign on Behalf of a Corporate Entity</p>	
Please list any additional attachments:	



REZONING GUIDE

Rezoning Application Page 3 of 3

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION/PETITION

We, the undersigned represent that we are the owners of the property described opposite our names, or have the authorization to sign on behalf of the owner as evidenced by a Power of Attorney or other authorization attached, and that we do hereby request initiation of this application. I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate. I understand that without such owner consent, the requested official map amendment action cannot lawfully be accomplished.

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
			<i>Brent Heath</i>			



August 8, 2019

Community Planning & Development
City and County of Denver
201 W. Colfax Avenue, Dept. 205
Denver, Colorado 80202

RE: ***The Cameron – Phase 2 Zone Map Amendment
Denver, Colorado***

Mr. Robinson,

This document will serve as supporting documentation for the Zone Map Amendment Application for 2100 S Cherry Street, 2101 S Cherry Street, 4500 E Evans Avenue and a portion of 2135 S Cherry St. 2100 S Cherry Street, 2101 S Cherry Street, 4500 E Evans Avenue and that part of 2135 S Cherry St which is included in this application are all currently zoned as Urban Center – Mixed Use – 5 stories maximum height (C-MX-5). All four zone lots are to undergo rezoning for Urban Center – Mixed Use – 8 stories maximum height (C-MX-8).

General Review Criteria Applicable to All Zone Map Amendments (DZC Sec. 12.4.10.7)

1. Consistency with Adopted Plans

The proposed official zone map amendment will serve to create a cohesive C-MX-8 District which will promote a high-density new Urban Center adjacent to the existing RTD facilities that is consistent with the City of Denver’s vision for this neighborhood. The creation of a new Urban Center meets one of the main goals of Blueprint Denver. This high-density uniform C-MX-8 zoning will allow for the development of the area associated with Phase 2 of The Cameron project and will meet the Urban Center intent for future neighborhood design, per Blueprint Denver. In addition to Blueprint Denver, the proposed rezoning also satisfies various goals within of the Denver Comprehensive Plan 2040.

Blueprint Denver: A Land Use and Transportation Plan (2019)
Denver Comprehensive Plan 2040

a. Blueprint Denver: A Land Use and Transportation Plan (2019)

1. Neighborhood Context

Rezoning to C-MX-8 is consistent with the Blueprint Denver Neighborhood Context Map for Urban Center context. The Urban Center neighborhood context describes an area of higher density with street activation, strong connections to rail service, walkability and access to amenities. The proposed C-MX-8 assemblage is consistent with the intent of Denver Blueprint in providing a future Urban Center neighborhood context adjacent to the existing RTD facilities. Phase 2 of The Cameron will offer residents greater connectivity to the existing RTD facilities through the construction of new detached walks. Phase 2 of The

Cameron project will create a high-density mixed-use development adjacent to the RTD facilities. These factors will contribute to the creation of a new Urban Center.

2. Future Places

The proposed rezone will create a cohesive Urban Center C-MX-8 zone district that will allow for the high-density development of the Phase 2 assemblage. This cohesive C-MX-8 Urban Center zone district is consistent with the goals and strategies of the Blueprint Denver 2040 Future Places Map for this area. The proposed Phase 2 rezone area falls within an overall community corridor designation. Community corridors serve to provide space for social engagement and “are often embedded in neighborhoods.” The proposed cohesive C-MX-8 zone district will embed nicely within the existing neighborhood while also allowing the high-density C-MX-8 development to serve as an appropriate transition to the mixed-use arterial of Evans Avenue. The proposed rezone area is accessible to a larger area of surrounding neighborhoods through its proximity to the nearby RTD facilities. The proposed Phase 2 building heights will serve as a transition from the high-density Colorado Station RTD station down to the existing residential neighborhood homes.

3. Street Type

The proposed C-MX-8 Urban Center zone district is located adjacent to the mixed-use arterial of Evans Avenue. Rezoning to C-MX-8 would support the mix of uses specifically identified within the mixed-use arterial street type. The full C-MX-8 development will provide pedestrian-oriented transportation methods though detached walks with direct access to the adjacent RTD facilities. Street trees will be provided along the property frontage. This rezoning will allow for the goals of the mixed-use arterial street type to be achieved through the development of an Urban Center neighborhood context.

b. Denver Comprehensive Plan 2040

Rezoning to C-MX-8 along Evans Avenue is consistent with specific strategies and goals of the Denver Comprehensive Plan 2040 as listed below:

1. Vision Element: Equitable, Affordable and Inclusive Goal 1, Strategy A. Increase development of housing units close to transit developments. The requested rezoning to C-MX-8 will allow for the full mixed-use development of The Cameron Phase 2 to be realized. With this rezoning, a high-density mixed-use development can be provided as required by the Urban Center neighborhood context.
2. Vision Element: Equitable, Affordable and Inclusive Goal 2, Strategy A. Create a greater mix of housing options in every neighborhood for all individuals and families. The Cameron Phase 2 development will be responsible for providing affordable housing as part of any development plan. This requirement will be coordinated with the City of Denver as the development plan for the Phase 2 assemblage takes shape.
3. Vision Element: Strong and Authentic Neighborhoods Goal 1, Strategy A. Build a network of well-connected, vibrant, mixed-use corridors. The Cameron Phase 2 will provide a

connected community corridor with the construction of 5' detached sidewalks along the property frontage. These detached walks will provide direct access to Evans Blvd and the existing RTD facilities nearby.

4. Vision Element: Strong and Authentic Neighborhoods Goal 1, Strategy C. Ensure neighborhoods are safe, accessible and well-connected for all modes. The Cameron Phase 2 will provide a connected community corridor with the construction of 5' detached sidewalks along the property frontage. Existing City streetlights will also be replaced per City Standard.
5. Vision Element: Connected, Safe and Accessible Places Goal 3, Strategy A. Create streets to foster economic activity, contribute to great urban design and accommodate green infrastructure, including street trees. 5' detached walks will be provided as part of The Cameron Phase 2 development. This will allow for the development and growth of street trees along the Phase 2 Clermont Street frontage.
6. Vision Element: Connected, Safe and Accessible Places Goal 4, Strategy B. Use the multimodal network to connect vulnerable populations to employment, education, parks and health services. The Cameron Phase 2 development will construct an 8-story high-density mixed-use development adjacent to the existing RTD facilities. If apartment units are proposed, a portion of these units will be affordable, thus giving these residents direct access to the RTD facilities, and in turn better access to employment and transportation.
7. Vision Element: Connected, Safe and Accessible Places Goal 8, Strategy B. Promote transit-oriented development and encourage higher density development, including affordable housing, near transit to support ridership. The Cameron Phase 2 will construct an 8-story high-density mixed-use development adjacent to existing RTD facilities. Patrons utilizing this high-density development will have access to all forms of transit, including the RTD rail facilities.
8. Vision Element: Healthy and Active Goal 1, Strategy B. Promote walking, rolling, and biking through the development of a safe and interconnected multimodal network. The Phase 2 assemblage rezone will construct 5' detached walks along the project Clermont Street frontage. The construction of these 5' walks will create a safe pedestrian connectivity network to the existing RTD facilities.

2. Uniformity of District Regulations and Restrictions

The proposed zone map amendment for Phase 2 of The Cameron project will create an additional high-density zone district that will allow for a development program that fits the Urban Center neighborhood context, per Blueprint Denver. The proposed C-MX-8 zone district will serve to enhance the density goal in the immediate area, in addition to the proposed C-RX-5 zoning as part of Phase 1 of The Cameron project. The proposed C-MX-8 zone district will support and meet the City's vision for high density development in this area adjacent to the existing RTD facilities.

3. Public Health, Safety and General Welfare

The development of a high-density mixed-use building will improve the general welfare of the public by providing affordable housing units, if apartment units are planned, as part of the Phase 2 development. In addition to these potential affordable units, accessible sidewalk connectivity will be provided as part of the Phase 2 project. The Phase 2 project will also enhance the accessibility to multi-modal transportation with its proximity to the RTD facilities in the area. The proposal to rezone these parcels to C-MX-8 has coordinated with significant outreach to the University Hills RNO and Councilwoman Kendra Black. The proposed rezone has also been coordinated with the City of Denver in conjunction with the Development Agreement associated with The Cameron Phase 1 redevelopment.

Additional Review Criteria for Non-Legislative Rezonings (DZC Sec. 12.4.10.8)

4. Justifying Circumstances

The Justifying Circumstances are found in Section 12.4.10.8.A. The proposed rezone to C-MX-8 qualifies under subsection A.4(b). The City has adopted plans, specifically Blueprint Denver, that promote Urban Center development context for parcels adjacent to the existing RTD facilities. The proposed C-MX-8 rezone assemblage will be consistent with City of Denver adopted Blueprint Denver and Comprehensive Plan 2040 in providing a high-density mixed-use development.

The parcels listed above are bordered by existing C-MX-5 properties to the south. In addition to the uniform high-density zone district that would be provided, the proposed rezone to C-MX-8 meets the intent of Blueprint Denver and the Denver Comprehensive Plan 2040. The adopted Blueprint Denver notes this neighborhood area is of Urban Center context which promotes density. The proposed C-MX-8 zone district allows for the development of the area associated with Phase 2 of The Cameron project and will meet the Urban Center design intent for future neighborhood design, per Blueprint Denver.

The proposed new zoning is in the general interest of the public and surrounding neighborhood, as coordinated with neighborhood outreach meetings and Councilwoman Kendra Black.

5. Consistency with Neighborhood Context, Zone District Purpose and Intent

The requested C-MX-8 zoning is consistent with the adjacent neighborhood context, zone district purpose and intent as the parcels listed above are bordered by C-MX-5 properties. Blueprint Denver specifically notes this neighborhood area is of Urban Center context with requirements for density. The proposed zone map amendment will allow for this Urban Center context to be realized, especially in this transit-rich area adjacent to the RTD facilities. Phase 2 of The Cameron project will provide a high-density mixed-use development in this area adjacent to the RTD facilities and will meet the design intent for a new Urban Center and further the goals of Blueprint Denver.

According to the Denver Zoning Code (DZC) Division 7.1, the Urban Center Neighborhood Context “consists of multi-unit residential and commercial centers.” Urban Centers are characterized by shallow front setbacks with moderate to high building heights. High levels of pedestrian activity with access to multi-modal transportation is expected in Urban Centers. The Cameron Phase 2 development will be consistent in meeting these DZC goals for a new Urban Center. The Cameron Phase 2 C-MX-8 development will provide a high-density mixed-use property along a mixed-use arterial street with direct access to the existing RTD rail facility. Phase 2 of the development will provide pedestrian connectivity through the construction of detached walks along the Clermont Street frontage.

The specific intent of the C-MX-8 zone district is to provide a high-density development that will activate and enhance the existing street and pedestrian experience along the mixed-use arterial Evans Avenue. The C-MX-8 zone district “is focused on creating mixed, diverse neighborhoods.” The Cameron Phase 2 C-MX-8 development will meet the Urban Center C-MX-8 intent of the DZC by way of an 8-story mixed-use development and enhanced streetscape design.

Summary of Request

As presented within this letter, the re-zoning of the specified parcels is beneficial in that it allows for the unencumbered development of a high-density mixed-use product that will both serve and improve the surrounding neighborhood community.

Please contact me at (720) 943-9957 or Darren.Domaracki@kimley-horn.com with any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Darren Domaracki, EIT

WRITTEN CONSENT OF THE SOLE MEMBER AND SOLE MANAGER
OF
CREAII CS MANAGEMENT, LLC

May 31, 2019

The undersigned, being the sole member and sole manager (“Sole Member/Manager”) of CREAII CS Management, LLC, a Delaware limited liability company (“CREAII CS Management”), hereby adopts the following preambles and resolutions by written consent pursuant to applicable provisions of the Delaware Limited Liability Company Act, as amended, and the Limited Liability Company Agreement of Sole Member/Manager, as may be amended from time to time:

WHEREAS, CREAII CS Management is the manager of CREAII CS Investment, LLC, a Delaware limited liability company (“CREAII CS Investment”); CREAII CS Investment is the managing member of CREA-Flywheel Evans, LLC, a Delaware limited liability company (“CREA-Flywheel Evans”); and CREAII-Flywheel Evans is the sole member of CREA-Flywheel Evans Landco, LLC, a Delaware limited liability company (“CREA-Flywheel Evans Landco”); and

WHEREAS, CREA-Flywheel Evans Landco desires to execute and submit (i) a zone map amendment (rezoning) application with respect to certain land owned by CREA-Flywheel Evans Landco located at 2175 S. Cherry Street, 2176 S. Clermont Street and 4501 E. Warren Avenue in Denver, Colorado, and (ii) a zone map amendment (rezoning) application with respect to certain land owned by CREA-Flywheel Evans Landco located at 2100 S. Cherry Street, 2101 S. Cherry Street, 2135 S. Cherry Street and 4500 E. Evans Avenue in Denver, Colorado (collectively, the “Rezoning Applications”).

NOW, THEREFORE, IT IS RESOLVED, that the Sole Member/Manager, in its capacity as the sole member and sole manager of CREAII CS Management, in its capacity as the manager of CREAII CS Investment, in its capacity as the managing member of CREA-Flywheel Evans, in its capacity as the sole member of CREA-Flywheel Evans Landco, hereby consents and approves of CREA-Flywheel Evans Landco’s executing and submitting the Rezoning Applications, and the transactions contemplated by the Rezoning Applications be, and they hereby are, authorized and approved in all respects.

FURTHER RESOLVED, that each of Brent D. Heath, in his capacity as Vice President of the Sole Member/Manager, Dudley Simmons, in his capacity as Co-President of the Sole Member/Manager, and John Burnham, in his capacity as Co-President of the Sole Member/Manager, in Sole Member/Manager’s capacity as the sole member and sole manager of CREAII CS Management, in CREAII CS Management’s capacity as the manager of CREAII CS Investment, in CREAII CS Investment’s capacity as the managing member of CREA-Flywheel Evans, in CREA-Flywheel Evans’s capacity as the sole member of CREA-Flywheel Evans Landco (each, an “Authorized Signatory” and collectively, the “Authorized Signatories”), is hereby authorized and directed, in the name and on behalf of the Sole Member/Manager, as the sole member and sole manager of CREAII CS Management, as the manager of CREAII CS Investment, as the managing member of CREA-Flywheel Evans, as the sole member of CREA-Flywheel Evans Landco, to execute and deliver the Rezoning Applications and such other instruments and

documents as may be necessary or desirable in connection therewith, and as such Authorized Signatory shall deem to be necessary or desirable and in the best interests of the Sole Member/Manager, CREA II CS Management, CREAII CS Investment, CREA-Flywheel Evans and CREA-Flywheel Evans Landco and in such form and with such content as may be approved by such Authorized Signatory, such approval to be conclusively evidenced by such execution and delivery; and

FURTHER RESOLVED, that, in addition to and without limiting the foregoing, each Authorized Signatory, is hereby authorized, directed and empowered, on behalf of the Sole Member/Manager, as the sole member and sole manager of CREAII CS Management, as the manager of CREAII CS Investment, as the managing member of CREA-Flywheel Evans, as the sole member of CREA-Flywheel Evans Landco, to do and perform or cause to be done and performed in the name and on behalf of the Sole Member/Manager, CREAII CS Management, CREAII CS Investment, CREA-Flywheel Evans and CREA-Flywheel Evans Landco, or otherwise, such other acts, and to pay or cause to be paid on behalf of the Sole Member/Manager, CREAII CS Management, CREAII CS Investment, CREA-Flywheel Evans or CREA-Flywheel Evans Landco such related costs and expenses, and to execute and deliver or cause to be executed and delivered such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, assignments, undertakings, supplements, amendments, further assurances or other instruments, and to accept such deliveries, as such Authorized Signatory may, in any event, deem to be necessary or desirable in order to carry into effect the intent of the foregoing resolutions, or to comply with the requirements and the instruments approved and authorized by the foregoing resolutions, or to effectuate fully the transactions contemplated by the foregoing resolutions; and

FURTHER RESOLVED, that any acts of the Authorized Signatories for and in the name and on behalf of the Sole Member/Manager, either in its own capacity or in its capacity as the sole member and sole manager of CREAII CS Management, either in its own capacity or in its capacity as manager of CREAII CS Investment, either in its own capacity or in its capacity as managing member of CREA-Flywheel Evans, either in its own capacity or in its capacity as sole member of CREA-Flywheel Evans Landco, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as the acts in the name and on behalf of Sole Member/Manager, CREAII CS Management, CREAII CS Investment, CREA-Flywheel Evans or CREA-Flywheel Evans Landco.

Facsimile or electronic signatures on this consent shall be deemed original signatures for all purposes. This consent may be executed in counterparts, each of which will be deemed an original.

[signature pages follow]


IN WITNESS WHEREOF, this consent has been adopted by the Sole Member/Manager as of this 31st day of May, 2019.

SOLE MEMBER AND SOLE MANAGER:

CREA PARTNERS II HOLDINGS, LLC,
a Delaware limited liability company


By: CREA Partners II Management, L.P.,
a Delaware limited partnership,
its Manager

By: CREA Partners GP, LLC,
a Delaware limited liability
company, its General Partner

By: 
Name: Audrey Simon
Title: CG - President

By: CREA Partners II, L.P.,
a Delaware limited partnership,
its Manager

By: CREA Partners GP, LLC,
a Delaware limited liability
company, its General Partner

By: 
Name: Audrey Simon
Title: CG - President

THE CAMERON PHASE 2 – ZONE MAP AMENDMENT LETTER OF AUTHORIZATION

We, CREA - Flywheel Evans Landco LLC, do hereby give Kimley-Horn and Associates authorization to act on our behalf during the Zone Map Amendment process for The Cameron Phase I project.

SIGNED,

Brent Heath



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

Land Title Guarantee Company
Customer Distribution

Our Order Number: ABN70524807-2

Date: 06-07-2018

Property Address: 2100 S. CHERRY ST., DENVER, CO 80222

For Closing Assistance

Ned Davis
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 331-6213 (phone)
(303) 393-3989 (fax)
ndavis@ltgc.com
Company License: CO44565

Closer's Assistant

Ali Noack
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 331-6243 x6243 (phone)
(303) 393-3998 (fax)
anoack@ltgc.com

For Title Assistance

BILL BRENDEMUHL
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4195 (phone)
303-393-4842 (fax)
bbrendemuhl@ltgc.com

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

2100 S. CHERRY STREET LLC
Attention: CAROL LUINSTRA
5290 NASSUA CIRCLE EAST
ENGLEWOOD, CO 80113
303-437-2401 (work)
carol@luinstra.com
Delivered via: Electronic Mail

2100 S CHERRY STREET
Attention: SCOTT LUINSTRA
5290 NASSUA CIRCLE EAST
ENGLEWOOD, CO 80113
303-437-2401 (phone)
scott@luinstra.com
Delivered via: Electronic Mail

OCCAM REAL ESTATE
Attention: RON ALLUM
ron.allum@occamrealestat.com
Delivered via: Electronic Mail

SENN VISCIANO CANGES PC
Attention: MATTHEW PLUS
1700 LINCOLN ST #4500
DENVER, CO 80203
303-298-1122 (work)
303-296-9101 (work fax)
mpluss@sennlaw.com
Delivered via: Electronic Mail

BAKER & HOSTETLER LLP
Attention: DAVID STARBUCK
1801 CALIFORNIA ST #4400
DENVER, CO 80202
303-764-4133 (work)
303-764-4107 (work fax)
dstarbuck@bakerlaw.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: SHERRI GOLDSTEIN
3033 E 1ST AVE #600
DENVER, CO 80206
303-321-1880 (work)
303-322-7603 (work fax)
sgoldstein@ltgc.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABN70524807-2

Date: 06-07-2018

Property Address: 2100 S. CHERRY ST., DENVER, CO 80222

Buyer/Borrower: FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY

Seller: 2100 S. CHERRY STREET LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	\$765.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$765.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABN70524807-2

Customer Ref-Loan No.:

Property Address:

2100 S. CHERRY ST., DENVER, CO 80222

1. Effective Date:

06-04-2018 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 \$0.00

Proposed Insured:

FLYWHEEL CAPITAL LLC, A COLORADO LIMITED

LIABILITY COMPANY

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

A FEE SIMPLE

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

2100 S. CHERRY STREET LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOTS 7 TO 13, INCLUSIVE, AND THE NORTH 5 FEET OF LOT 14, BLOCK 7, EXCEPT THE PARCELS CONVEYED TO THE STATE HIGHWAY DEPARTMENT IN WARRANTY DEED RECORDED MAY 27, 1949 IN BOOK 637 AT PAGE 501, (ARAPAHOE COUNTY RECORDS), WARREN'S UNIVERSITY HEIGHTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: ABN70524807-2

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. EVIDENCE SATISFACTORY TO LAND TITLE GUARANTEE COMPANY OF THE PAYMENT OF ANY FEDERAL ESTATE TAXES WHICH MAY APPLY TO THE ESTATE OF THOMAS E. LUINSTRA, DECEASED, OR SATISFACTORY EVIDENCE FROM THE PERSONAL REPRESENTATIVE, ATTORNEY OR CERTIFIED PUBLIC ACCOUNTANT THAT THE DECEDENT'S ESTATE IS EXEMPT FROM SAID TAX.
2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR 2100 S. CHERRY STREET LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF 2100 S. CHERRY STREET LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

6. WARRANTY DEED FROM 2100 S. CHERRY STREET LLC, A COLORADO LIMITED LIABILITY COMPANY

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: ABN70524807-2

The following are the requirements to be complied with:

TO FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

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.

NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABN70524807-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HI-LIN WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 10, 1955, IN BOOK 929 AT PAGE [233](#) (ARAPAHOE COUNTY RECORDS).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE NO. 125, SERIES OF 1963 RECORDED MAY 01, 1963 IN BOOK 1426 AT PAGE [421](#) (ARAPAHOE COUNTY RECORDS).
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE SITE PLAN MAPS RECORDED JUNE 05, 1990 UNDER RECEPTION NO. [R-90-0048447](#), JULY 2, 1990 UNDER RECEPTION NO. [R-90-0057811](#), JULY 26, 1990 UNDER RECEPTION NO. [R-90-0066044](#) AND JANUARY 9, 1991 UNDER RECEPTION NO. [R-91-0000448](#).



**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 and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

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

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

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

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

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

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

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

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



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



Commitment to Insure

ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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


John E. Freyer, Jr.
President



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


Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager
Secretary

AGREEMENT

This Agreement, dated this 25th day of March, 2019 is by and between the State of Colorado Department of Transportation (“CDOT”) whose address is 2829 W. Howard Place, Denver, CO 80204, and CREA-FLYWHEEL EVANS LANDCO, LLC, a Delaware limited liability company (“Flywheel”), whose address is 2828 N. Speer Blvd., Unit 220, Denver, CO 80211.

WITNESSETH

WHEREAS, CDOT is the owner of a parcel 14B Rev.1 of Interstate 25 right of way (the “CDOT Parcel”) acquired by those certain deeds recorded March 24, 1950 and April 12, 1949 in the records of the Arapahoe County Clerk and Recorder at Book 669, Page 215 and Book 634, Page 84; and

WHEREAS, the Transportation Commission of the CDOT has determined a portion of the CDOT Parcel, as more fully described on Exhibit A attached hereto (the “Excess Land”), to be excess property via resolution TC-18-11-12; and

WHEREAS, Flywheel has expressed an intention to purchase the Excess Land from CDOT and incorporate it into the adjacent property (the “Project”); and

WHEREAS, an environmental review of the Excess Land has required certain conditions be placed on the sale of the Excess Land regarding the historical sign located on site; and

WHEREAS, CDOT has agreed to sell the Excess Land to Flywheel in accordance with the conditions determined by the environmental review, as more particularly set forth herein.

AGREEMENT

1. CONDITIONS OF SALE. CDOT and Flywheel agree to the following in regards to the historical “boomerang” sign (the “Sign”) with current situs at the north west corner of the Excess Land:

- If Flywheel determines in good faith not to include the Sign in its redevelopment of the Project, Flywheel will provide formal notification via certified letter (“Notice”) to Interested Parties (as defined below) at least 90 days prior to any planned demolition or dismantling of the Sign. Flywheel will provide Interested Parties 90 days from the date of the Notice (the “Acceptance Period”) to develop and submit an alternate plan to relocate the Sign to another location outside of the Project at no expense to Flywheel. Provided Interested Parties choose to relocate the Sign, Flywheel shall convey the Sign to such Interested Parties at no cost to Interested Parties and provide Interested Parties the opportunity to remove the same from the Project prior to expiration of the Acceptance Period.

If Interested Parties fail to remove the Sign within the Acceptance Period, Flywheel will be permitted to remove and dispose of the Sign at its own expense. "Interested Parties" are defined as:

- Historic Denver Inc., 1420 Ogden St., #202, Denver, CO 80218;
- History Colorado, Office of Archaeology and Historic Preservation, 1200 N. Broadway, Denver CO 80203; and
- Denver Landmark Preservation Commission, City and County of Denver, Community Planning and Development Office, 201 W. Colfax, Dep. 205, Denver, CO 80202.

- If Flywheel determines in good faith to include the Sign in its redevelopment of the Project, Flywheel shall not be required to provide Notice to the Interested Parties thereof, and may take all reasonable actions to dismantle, refurbish, and incorporate the Sign into the Project.

2. AGREEMENT CONTINGENT UPON PURCHASE. This Agreement shall be null and void if Flywheel is not the subsequent owner of the Excess Land upon the earlier to occur of (a) any sale of same by CDOT, or (b) one hundred eighty (180) days after the date upon which this Agreement is fully executed.
3. NO MULTI-YEAR FISCAL OBLIGATION. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20.
4. SURVIVAL OF DEED CONVEYANCE. Notwithstanding the doctrine of merger, this agreement shall survive the conveyance of the Excess Land to Flywheel.
5. NOTICES. Any notices required by this Agreement shall be sent to the following addresses, or such other addresses as the parties may indicate in writing by postage prepaid, certified or registered mail:

CDOT:
C/O Property Manager
2829 W. Howard Pl
Denver, CO 80204

Flywheel:
C/O Flywheel Capital, LLC
2828 N. Speer Blvd., Unit 220
Denver, CO 80211

6. ENTIRE AGREEMENT This Agreement states the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties with respect to its subject matter.

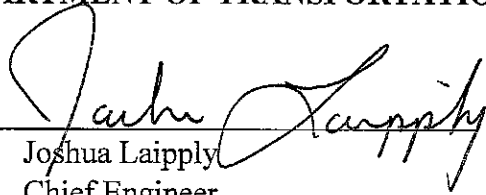
7. AMENDMENT. This Agreement may be amended only by a written instrument duly executed by the parties.
8. VENUE. This Agreement shall be governed by the laws of the State of Colorado.
9. COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original. Executed signature pages sent by email PDF will constitute originals for all purposes.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the dates set forth below:

CDOT:

**STATE OF COLORADO
DEPARTMENT OF TRANSPORTATION**

By: 
Joshua Laipply
Chief Engineer
CDOT

Date: 3/18/2019

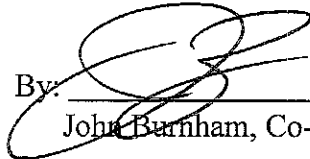
FLYWHEEL:

**CREA-FLYWHEEL EVANS LANDCO, LLC,
a Delaware limited liability company**

By: CREA-Flywheel Evans, LLC,
a Delaware limited liability company,
its Managing Member

By: CREAI CS Investment, LLC,
a Delaware limited liability company,
its Managing Member

By: CREAI CS Management, LLC,
a Delaware limited liability company,
its Manager

By: 
John Burnham, Co-President

Date: 3/1/19

**CREA-FLYWHEEL EVANS LANDCO, LLC,
a Delaware limited liability company**

By: CREA-Flywheel Evans, LLC,
a Delaware limited liability company,
its Managing Member

By: FW Evans Investors, LLC,
a Colorado limited liability company,
its Operating Member

By: FW Evans Manager, LLC,
a Colorado limited liability company,
its Manager

By: _____
Name: _____
Title: Manager

Date: _____

FLYWHEEL:

**CREA-FLYWHEEL EVANS LANDCO, LLC,
a Delaware limited liability company**

By: CREA-Flywheel Evans, LLC,
a Delaware limited liability company,
its Managing Member

By: CREAI CS Investment, LLC,
a Delaware limited liability company,
its Managing Member

By: CREAI CS Management, LLC,
a Delaware limited liability company,
its Manager

By: _____
John Burnham, Co-President

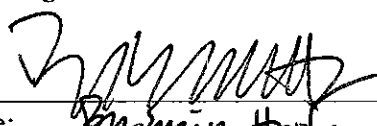
Date: _____

**CREA-FLYWHEEL EVANS LANDCO, LLC,
a Delaware limited liability company**

By: CREA-Flywheel Evans, LLC,
a Delaware limited liability company,
its Managing Member

By: FW Evans Investors, LLC,
a Colorado limited liability company,
its Operating Member

By: FW Evans Manager, LLC,
a Colorado limited liability company,
its Manager

By:  _____
Name: Benjamin Hovde
Title: Manager

Date: _____

EXHIBIT A
(Legal Description of Excess Land)

Parcel No. 14B Rev. 1 of the Department of Transportation, State of Colorado Project No. FL 002-2(7) containing 3,074 sq. ft. (0.070 acres), more or less, in Lots 46, 47 and 48, Block 6 WARRENS UNIVERSITY HEIGHTS, a subdivision lying in the NW1/4 of Section 30, Township 4 S., Range 67 W. of the 6th Principal Meridian, in Denver County, Colorado, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 30, a 1 1/2" cap in a Range Box number illegible WHENCE the North 1/4 Corner of said Section 30, a 3 1/4" Aluminum cap in a Range Box stamped "P.L.S. 9479", bears N.0°33'17"W., a distance of 2644.89 feet; THENCE N. 34°30'22"W., a distance of 1534.47 feet to a found Type 1 C.D.O.T. R.O.W. monument with a 3 1/4" aluminum cap stamped P.L.S. #22103, said point being on the west line of Parcel 14B Rev. which is coincident with the west line of said Lot 48, Block 6, WARREN'S UNIVERSITY HEIGHTS, said point also being on the east line of Parcel No. 108 Project No. NH 0252-299 the POINT OF BEGINNING;

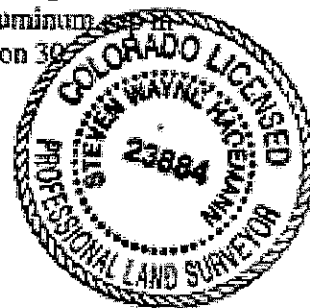
1. Thence S. 87°26'14" E., a distance of 26.77 feet to a point on the existing Access Control Line of said Project No. NH 0252-299;
2. Thence coincident with said Access Control line S. 50°11'38" E. a distance of 81.73 feet;
3. Thence S. 89°37'24"W. a distance of 89.17 feet to the southwest corner of said Lot 46;
4. Thence coincident with the west line of said Lots 46-48 N. 0°22'36"W. a distance of 54.10 feet, more or less, to the POINT OF BEGINNING.

The above described parcel contains 0.070 acres, 3,074 sq. ft., more or less.

Bearings contained herein are relative to a bearing of N.0°33'17"W., a distance of 2644.89 feet between a found 1 1/2" cap in a Range Box number illegible for the Center Quarter Corner of said Section 30 and a found 3 1/4" Aluminum cap in a Range Box stamped "P.L.S. 9479" North 1/4 Corner of said Section 30.

Steven W.
Hagemann

Digitally signed by
Steven W. Hagemann
Date: 2018.04.13
15:00:36 -06'00'



QUITCLAIM DEED

THIS DEED, made this 25th day of March, 2019 between

DEPARTMENT OF TRANSPORTATION,
STATE OF COLORADO

of the City and County of Denver and State of Colorado, grantor and

CREA-FLYWHEEL EVANS LANDCO, LLC, a Delaware limited liability
company

whose address is 2828 N Speer Blvd Unit 220, Denver, CO 80211 of the City
and County of Denver and State of Colorado, grantee(s),

Remit to:

Colorado Dept. of Transportation
Region 1 Right of Way
2829 W. Howard Pl.
Denver, CO 80204
Attn: Charlie Young

WITNESS, that the grantor, for the sum of \$22,000, TWENTY TWO THOUSAND and NO/100th, and other considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the City and County of Denver and State of Colorado, described as follows:

SEE ATTACHED "EXHIBIT A"

SUBJECT TO any and all easements of record, and to any and all existing utilities as constructed, and for their maintenance as necessary.

Reference:

Project Number: NH 0252-299
Parcel Numbers: 14B Rev.1

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee its successors and assigns forever.

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

ATTEST:

Alicia Clemons

ALICIA CLEMONS
Chief Clerk for Property Management

DEPARTMENT OF TRANSPORTATION,
STATE OF COLORADO

Joshua Laipply
JOSHUA LAIPPLY, P.E.
Chief Engineer

STATE OF COLORADO)
City and) ss.
County of Denver)

The foregoing instrument was acknowledged before me this 25th day of March 2019, by Alicia Clemons as Chief Clerk for Property Management and Joshua Laipply, P.E. as Chief Engineer, Department of Transportation, State of Colorado.

Witness my hand and official seal.
My commission expires:

DAWN M ZARUBNICKY
Notary Public
State of Colorado
Notary ID # 20164036996
My Commission Expires 09-26-2020

Dawn M Zarubnicky
Notary Public

EXHIBIT "A"

PROJECT NUMBER: F.I. 002-2(7)

PARCEL NUMBER: 14B Rev. 1

PROJECT CODE: R6100-010-1342

DATE: April 12, 2018

LEGAL DESCRIPTION

Parcel No. 14B Rev. 1 of the Department of Transportation, State of Colorado Project No. F.I., 002-2(7) containing 3,074 sq. ft. (0.070 acres), more or less, in Lots 46, 47 and 48, Block 6 WARRENS UNIVERSITY HEIGHTS, a subdivision lying in the NW1/4 of Section 30, Township 4 S., Range 67 W. of the 6th Principal Meridian, in Denver County, Colorado, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 30, a 1 ½" cap in a Range Box number illegible WHENCE the North ¼ Corner of said Section 30, a 3 ¼" Aluminum cap in a Range Box stamped "P.L.S. 9479", bears N.0°33'17"W., a distance of 2644.89 feet; THENCE N. 34°30'22"W., a distance of 1534.47 feet to a found Type 1 C.D.O.T. R.O.W. monument with a 3 ¼" aluminum cap stamped P.L.S. #22103, said point being on the west line of Parcel 14B Rev. which is coincident with the west line of said Lot 48, Block 6, WARREN'S UNIVERSITY HEIGHTS, said point also being on the east line of Parcel No. 108 Project No. NH 0252-299 the POINT OF BEGINNING;

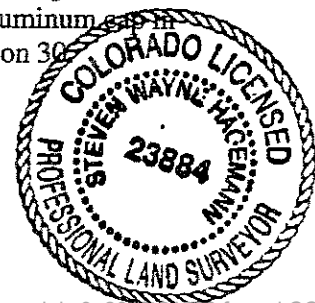
1. Thence S. 87°26'14" E., a distance of 26.77 feet to a point on the existing Access Control Line of said Project No. NH 0252-299;
2. Thence coincident with said Access Control line S. 50°11'38" E. a distance of 81.73 feet;
3. Thence S. 89°37'24"W. a distance of 89.17 feet to the southwest corner of said Lot 46;
4. Thence coincident with the west line of said Lots 46-48 N. 0°22'36"W. a distance of 54.10 feet, more or less, to the POINT OF BEGINNING.

The above described parcel contains 0.070 acres, 3,074 sq. ft., more or less.

Bearings contained herein are relative to a bearing of N.0°33'17"W., a distance of 2644.89 feet between a found 1 ½" cap in a Range Box number illegible for the Center Quarter Corner of said Section 30 and a found 3 ¼" Aluminum cap in a Range Box stamped "P.L.S. 9479" North ¼ Corner of said Section 30

**Steven W.
Hagemann**

Digitally signed by
Steven W. Hagemann
Date: 2018.04.13
15:00:36 -06'00'



Colorado Department of Transportation
 2000 South Holly St.
 Denver, CO 80222
 Phone: 303-757-9923 FAX: 303-398-6781
 Region 1
 KJL

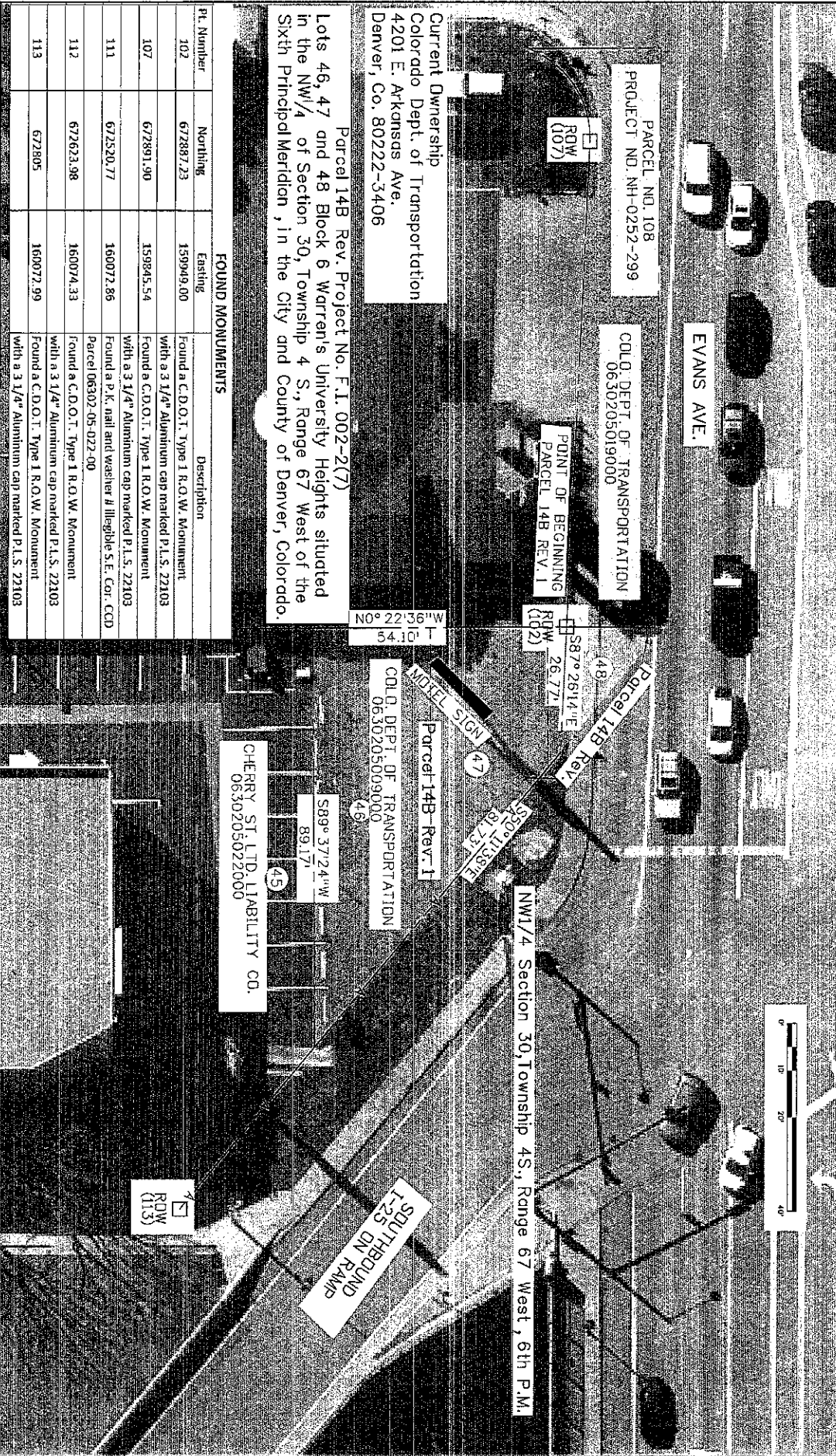
DATE	DESCRIPTION	BY	CHK
05/02/18	ISSUED FOR PERMITS	KJL	KJL

DATE	DESCRIPTION	BY	CHK
05/02/18	ISSUED FOR PERMITS	KJL	KJL

DATE	DESCRIPTION	BY	CHK
05/02/18	ISSUED FOR PERMITS	KJL	KJL

DATE	DESCRIPTION	BY	CHK
05/02/18	ISSUED FOR PERMITS	KJL	KJL

Right of Way Plans
 Plan Sheet
 Project Number: R 810-010
 Project Location: S.W. Cor. Evans and I-25
 NW 1/4 Sec. 30, T.25S, R.87 W. 6TH P.M., CO. DENVER, CO.
 F. 002-2101 01-21-0



PARCEL NO. 108
 PROJECT NO. NH-0252-299

COLORADO DEPT. OF TRANSPORTATION
 0630205019000

ROW (107)

POINT OF BEGINNING
 PARCEL 14B REV. 1

S87°26'14"E
 26.77'

Parcel 14B Rev. 1

S89°37'24"W
 89.17'

Current Ownership
 Colorado Dept. of Transportation
 4201 E. Arkansas Ave.
 Denver, Co. 80222-3406

Parcel 14B Rev. Project No. F.I. 002-217)
 Lots 46, 47 and 48 Block 6 Warren's University Heights situated
 in the NW/4 of Section 30, Township 4 S., Range 67 West of the
 Sixth Principal Meridian, in the City and County of Denver, Colorado.

FOUND MONUMENTS

PL. Number	Northing	Easting	Description
102	672887.23	159949.00	Found a C.D.O.T. Type 1 R.O.W. Monument with a 3 1/4" Aluminum cap marked P.L.S. 22103
107	672891.90	159845.54	Found a C.D.O.T. Type 1 R.O.W. Monument with a 3 1/4" Aluminum cap marked P.L.S. 22103
111	672820.77	160072.86	Found a P.K. nail and washer # Illegible S.E. Cor. CCD Parcel 063002-05-022-00
112	672623.98	160074.33	Found a C.D.O.T. Type 1 R.O.W. Monument with a 3 1/4" Aluminum cap marked P.L.S. 22103
113	672805	160072.99	Found a C.D.O.T. Type 1 R.O.W. Monument with a 3 1/4" Aluminum cap marked P.L.S. 22103

MODEL SIGN
 27

Parcel 14B Rev. 1
 46

CHEERY ST. LTD. LIABILITY CO.
 0630205022000

SOUTHBOUND
 I-25 ON RAMP

ROW (113)

REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer) Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.0025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. **Address and/or legal description of the real property sold:** Please do not use P.O. box numbers.
2101 South Cherry Street Colorado

2. **Type of property purchased:**

<input type="checkbox"/> Single Family Residential	<input type="checkbox"/> Townhome	<input type="checkbox"/> Condominium	<input type="checkbox"/> Other _____
<input type="checkbox"/> Multi-Unit Res	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	
<input type="checkbox"/> Agricultural	<input type="checkbox"/> Mixed Use	<input checked="" type="checkbox"/> Vacant Land	

3. **Date of closing:** April 24, 2019
Date of contract if different than closing: _____

4. **Total sale price:** Including all real and personal property. \$22,000.00

5. **Was any personal property included in the transaction?** Personal property would include, but is not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.
 Yes No If yes, approximate value \$ _____ Describe _____

6. **Did the total sale price include a trade or exchange of additional real or personal property?** If yes, give the approximate value of the goods or services as of the date of closing.
 Yes No If yes, value \$ _____
 If yes, does this transaction involve a trade under IRS Code Section 1031? Yes No

7. **Was 100% interest in the real property purchased?** Mark "no" if only a partial interest is being purchased.
 Yes No If no, interested purchased _____%

8. **Is this a transaction among related parties?** Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.
 Yes No

9. **Check any of the following that apply to the condition of the improvements at the time of purchase.**
 New Excellent Good Average Fair Poor Salvage Vacant land

If the property is financed, please complete the following.

10. **Total amount financed.** _____

11. **Type of financing:** (check all that apply)
 New
 Assumed
 Seller
 Third Party
 Combination; Explain _____

12. **Terms:**
 Variable; Starting interest rate _____ %
 Fixed; Starting interest rate _____ %
 Length of time _____ years
 Balloon payment Yes No. If yes, amount _____ Due date _____

13. Please explain any special terms, seller concessions, or financing and any other information that would help the assessor understand the terms of sale.

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? Yes No
 If yes, franchise or license fee value \$ _____

15. Did the purchase price involve an installment land contract? Yes No
 If yes, date of contract _____

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing? Yes No

Remarks: Please include any additional information concerning the sale you may feel is important.

17. Signed this 24th day of April, 2019.
 Enter the day, month, and year, have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number. Please designate buyer or seller.

Buyer(s):

 CREA-FLYWHEEL EVANS LANDCO, LLC, a Delaware
 limited liability company

 SEE ATTACHED SIGNATURE PAGE

18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:
2828 N. Speer Blvd., Suite 220 _____ Daytime Phone _____
 Address (mailing)
Denver, CO 80211 _____
 City, State and Zip Code

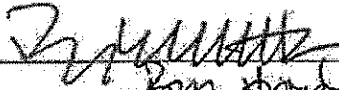
SIGNATURE PAGE

**CREA-FLYWHEEL EVANS LANDCO, LLC,
a Delaware limited liability company**

By: CREA-Flywheel Evans, LLC,
a Delaware limited liability company,
its Managing Member

By: FW Evans Investors, LLC,
a Colorado limited liability company,
its Operating Member

By: FW Evans Manager, LLC,
a Colorado limited liability company,
its Manager

By: 
Name: Sam Strick
Title: Manager

INDEMNITY:

Seller agrees to pay on demand to Stewart Title Guaranty Company, its successors and/or assigns, all amounts secured by any and all liens not shown above, and of which the undersigned has knowledge, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by the Seller, or has an inception date prior to the consummation of this transaction.

If Seller is an entity, I have the authority to sign on its behalf.

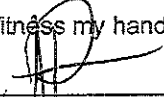
DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO

By: 
Charlie Young, Region 1 Property Manager

State of Colorado
County of Denver

The foregoing instrument was acknowledged before me this 24th day of April, 2019 by Charlie Young who is the Region 1 Property Manager of DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO.

Witness my hand and official seal.


Notary Public: _____
My commission expires: 4/24/2021

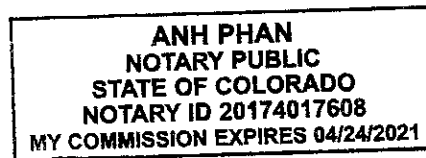


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel No. 14B Rev. 1 of the Department of Transportation, State of Colorado Project No. F.I., 002-2(7) containing 3,074 sq. ft. (0.070 acres), more or less, in Lots 46, 47 and 48, Block 6 WARREN'S UNIVERSITY HEIGHTS, a subdivision lying in the NW 1/4 of Section 30, Township 4 S., Range 67 W. of the 6th Principal Meridian, in Denver County, Colorado, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 30, a 1 1/2" cap in a Range Box number illegible WHENCE the North 1/4 Corner of said Section 30, a 3 1/4" Aluminum cap in a Range Box stamped "P.L.S. 9479", bears N. 0°33'17" W., a distance of 2644.89 feet; THENCE N. 34°30'22" W., a distance of 1534.47 feet to a found Type 1 C.D.O.T. R.O.W. monument with a 3 1/4" aluminum cap stamped P.L.S. #22103, said point being on the west line of Parcel 14B Rev. which is coincident with the west line of said Lot 48, Block 6, WARREN'S UNIVERSITY HEIGHTS, said point also being on the east line of Parcel No. 108 Project No. NH 0252-299 the POINT OF BEGINNING;

1. Thence S. 87°26'14" E., a distance of 26.77 feet to a point on the existing Access Control Line of said Project No. NH 0252-299;
2. Thence coincident with said Access Control line S. 50°11'38" E., a distance of 81.73 feet;
3. Thence S. 89°37'24" W. a distance of 89.17 feet to the southwest corner of said Lot 46;
4. Thence coincident with the west line of said Lots 46-48 N. 0°22'36" W., a distance of 54.10 feet, more or less, to the POINT OF BEGINNING.

NOTE: The following Disclosure is made pursuant to C.R.S. 38-35-106.5, said description created:

Survey prepared by: Steven W. Hagemann PLS No. 23884,

Project No.: F.I. 002-2(7), dated: April 13, 2018.

COMPLIANCE AGREEMENT

Date: April 24, 2019

Property: 2101 South Cherry Street, CO

File No.: 19000310279


It is expressly agreed and understood between the undersigned parties Stewart Title Guaranty Company is acting as Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement and/or Assumption Statement that has been provided to said company for the purposes of closing this transaction.

Stewart Title Guaranty Company has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned agree that any additional funds due and payable after closing will be immediately paid by the responsible party/parties.

The undersigned further agree that in the event any of the documents required in this closing misstate or inaccurately reflect the true and correct terms and provisions thereof, and said misstatement or inaccuracy is due to unilateral mistake on the part of Stewart Title Guaranty Company, or mutual mistake on the part of the undersigned and Stewart Title Guaranty Company, or clerical error, then in such event, the undersigned shall upon request by Stewart Title Guaranty Company and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Stewart Title Guaranty Company may deem necessary to remedy said inaccuracy or mistake.

SELLER(S):

DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO

By: 
Charlie Young, Region 1 Property Manager

BUYER(S):

CREA-FLYWHEEL EVANS LANDCO, LLC, a Delaware limited liability company

SEE ATTACHED SIGNATURE PAGE

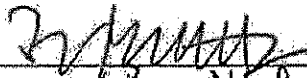
SIGNATURE PAGE

**CREA-FLYWHEEL EVANS LANDCO, LLC,
a Delaware limited liability company**

By: CREA-Flywheel Evans, LLC,
a Delaware limited liability company,
its Managing Member

By: FW Evans Investors, LLC,
a Colorado limited liability company,
its Operating Member

By: FW Evans Manager, LLC,
a Colorado limited liability company,
its Manager

By: 
Name: Ken Hanks
Title: Manager

QUITCLAIM DEED

THIS DEED, made this _____ day of _____, 201__ between

**DEPARTMENT OF TRANSPORTATION,
STATE OF COLORADO**

of the City and County of Denver and State of Colorado, grantor and

CREA-FLYWHEEL EVANS LANDCO, LLC, a Delaware limited liability company

whose address is 2828 N Speer Blvd Unit 220, Denver, CO 80211 of the City and County of Denver and State of Colorado, grantee(s),

Remit to:
Colorado Dept. of Transportation
Region 1 Right of Way
2829 W. Howard Pl.
Denver, CO 80204
Attn: Charlie Young

WITNESS, that the grantor, for the sum of \$22,000, TWENTY TWO THOUSAND and NO/100th, and other considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the City and County of Denver and State of Colorado, described as follows:

SEE ATTACHED "EXHIBIT A"

SUBJECT TO any and all easements of record, and to any and all existing utilities as constructed, and for their maintenance as necessary.

Reference:

Project Number: NH 0252-299
Parcel Numbers: 14B Rev.1

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee its successors and assigns forever.

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

ATTEST:

DEPARTMENT OF TRANSPORTATION,
STATE OF COLORADO

ALICIA CLEMONS
Chief Clerk for Property Management

JOSHUA LAIPPLY, P.E.
Chief Engineer

STATE OF COLORADO)
City and) ss.
County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____ 2018,
by Alicia Clemons as Chief Clerk for Property Management and Joshua Laipply, P.E. as Chief Engineer, Department of Transportation, State of Colorado.

Witness my hand and official seal.
My commission expires:

Notary Public

EXHIBIT "A"

PROJECT NUMBER: F.I. 002-2(7)

PARCEL NUMBER: 14B Rev. 1

PROJECT CODE: R6100-010-1342

DATE: April 12, 2018

LEGAL DESCRIPTION

Parcel No. 14B Rev. 1 of the Department of Transportation, State of Colorado Project No. F.I., 002-2(7) containing 3,074 sq. ft. (0.070 acres), more or less, in Lots 46, 47 and 48, Block 6 WARRENS UNIVERSITY HEIGHTS, a subdivision lying in the NW1/4 of Section 30, Township 4 S., Range 67 W. of the 6th Principal Meridian, in Denver County, Colorado, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 30, a 1 ½" cap in a Range Box number illegible WHENCE the North ¼ Corner of said Section 30, a 3 ¼" Aluminum cap in a Range Box stamped "P.L.S. 9479", bears N.0°33'17"W., a distance of 2644.89 feet; THENCE N. 34°30'22"W., a distance of 1534.47 feet to a found Type 1 C.D.O.T. R.O.W. monument with a 3 ¼" aluminum cap stamped P.L.S. #22103, said point being on the west line of Parcel 14B Rev. which is coincident with the west line of said Lot 48, Block 6, WARREN'S UNIVERSITY HEIGHTS, said point also being on the east line of Parcel No. 108 Project No. NH 0252-299 the POINT OF BEGINNING;

1. Thence S. 87°26'14" E., a distance of 26.77 feet to a point on the existing Access Control Line of said Project No. NH 0252-299;
2. Thence coincident with said Access Control line S. 50°11'38" E. a distance of 81.73 feet;
3. Thence S. 89°37'24"W. a distance of 89.17 feet to the southwest corner of said Lot 46;
4. Thence coincident with the west line of said Lots 46-48 N. 0°22'36"W. a distance of 54.10 feet, more or less, to the POINT OF BEGINNING.

The above described parcel contains 0.070 acres, 3,074 sq. ft., more or less.

Bearings contained herein are relative to a bearing of N.0°33'17"W., a distance of 2644.89 feet between a found 1 ½" cap in a Range Box number illegible for the Center Quarter Corner of said Section 30 and a found 3 ¼" Aluminum cap in a Range Box stamped "P.L.S. 9479" North ¼ Corner of said Section 30.

**Steven W.
Hagemann**

Digitally signed by
Steven W. Hagemann
Date: 2018.04.13
15:00:36 -06'00'

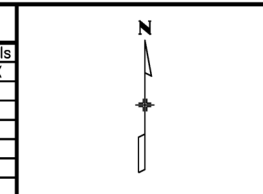




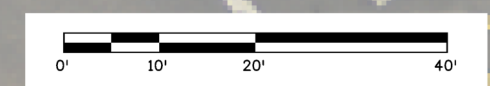
Sheet Revisions		
Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX

Sheet Revisions		
Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX

Sheet Revisions		
Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX



Right of Way Plans		
Plan Sheet		
Project Number: R 6110-010		
Project Location: S.W. Cor. Evans and I-25		
N.W. Cor. Sec. 30, T.4S., R.67 W. 6TH P.M., CC Denver, Colo.		
Project Code:	Last Mod. Date	Subset
F.I. 002-2(7)	04-12-18	
		Sheet No.



EVANS AVE.

PARCEL NO. 108
PROJECT NO. NH-0252-299

ROW (107)

COLO. DEPT. OF TRANSPORTATION
0630205019000

POINT OF BEGINNING
PARCEL 14B REV. 1

ROW (102)

Parcel 14B Rev.

48

S87° 26'14"E
26.77'

NW1/4 Section 30, Township 4S., Range 67 West, 6th P.M.

Current Ownership
Colorado Dept. of Transportation
4201 E. Arkansas Ave.
Denver, Co. 80222-3406

Parcel 14B Rev. Project No. F.I. 002-2(7)
Lots 46, 47 and 48 Block 6 Warren's University Heights situated
in the NW1/4 of Section 30, Township 4 S., Range 67 West of the
Sixth Principal Meridian, in the City and County of Denver, Colorado.

MOTEL SIGN 47

Parcel 14B Rev. 1

COLO. DEPT. OF TRANSPORTATION
0630205009000

46

S50° 11'38"E
81.73'

SOUTHBOUND
I-25 ON RAMP

S89° 37'24"W
89.17'

45

CHERRY ST. LTD. LIABILITY CO.
0630205022000

ROW (113)

FOUND MONUMENTS

Pt. Number	Northing	Easting	Description
102	672887.23	159949.00	Found a C.D.O.T. Type 1 R.O.W. Monument with a 3 1/4" Aluminum cap marked P.L.S. 22103
107	672891.90	159845.54	Found a C.D.O.T. Type 1 R.O.W. Monument with a 3 1/4" Aluminum cap marked P.L.S. 22103
111	672520.77	160072.86	Found a P.K. nail and washer # illegible S.E. Cor. CCD Parcel 06302-05-022-00
112	672623.98	160074.33	Found a C.D.O.T. Type 1 R.O.W. Monument with a 3 1/4" Aluminum cap marked P.L.S. 22103
113	672805	160072.99	Found a C.D.O.T. Type 1 R.O.W. Monument with a 3 1/4" Aluminum cap marked P.L.S. 22103

5/2/2018 hcgemoans 10:29:22 AM Z:\Active_Projects\Property_Management\I-25- SE QUAD I-25- EVANS ROW Survey Drawings\99999_swh_working.dgn



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

Customer Distribution

Our Order Number: ABN70524801-4

Date: 06-25-2018

Property Address: 2135 SOUTH CHERRY STREET, DENVER, CO 80222

For Closing Assistance

Karen Spaid
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
303-331-6214 (phone)
877-375-5033 (fax)
kspaid@ltgc.com
Company License: CO44565
Contact License: CO420896

Closer's Assistant

Valerie Fertig
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
303-331-6217 (phone)
303-393-4739 (fax)
vfertig@ltgc.com

For Title Assistance

BILL BRENDemuHL, ESQ.
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4195 (phone)
303-393-4842 (fax)
bbrendemuhl@ltgc.com

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

CHERRY STREET LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY
Attention: CAROL LUINSTRAS
5290 NASSUA CIRCLE EAST
ENGLEWOOD, CO 80113
303-437-2401 (work)
carol@luinstra.com
Delivered via: Electronic Mail

BAKER & HOSTETLER LLP
Attention: GERALD H. HANSEN
1801 CALIFORNIA ST #4400
DENVER, CO 80202
303-764-4094 (work)
ghansen@bakerlaw.com
Delivered via: Linked Commitment Delivery

BAKER & HOSTETLER LLP
Attention: DAVID STARBUCK
1801 CALIFORNIA ST #4400
DENVER, CO 80202
303-764-4107 (work)
dstarbuck@bakerlaw.com
Delivered via: Electronic Mail

SENN VISCIANO CANGES PC
Attention: MATTHEW PLUS
1700 LINCOLN ST #4500
DENVER, CO 80203
303-298-1122 (work)
303-296-9101 (work fax)
mplus@sennlaw.com
Delivered via: Electronic Mail

CHERRY CREEK LIMITED LIABILITY COMPANY
Attention: SCOTT
5290 NASSUA CIRCLE EAST
ENGLEWOOD, CO 80113
scott@luinstra.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: SHERRI GOLDSTEIN
3033 E 1ST AVE #600
DENVER, CO 80206
303-321-1880 (work)
303-322-7603 (work fax)
sgoldstein@ltgc.com
Delivered via: Electronic Mail

OCCAM REAL ESTATE
Attention: RON ALLUM
DENVER, CO 80202
303-332-6937 (work)
ron.allum@occamrealestate.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABN70524801-4

Date: 06-25-2018

Property Address: 2135 SOUTH CHERRY STREET, DENVER, CO 80222

Buyer/Borrower: FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY

Seller: CHERRY STREET LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY AND CAROL J. LUINSTR, AS PERSONAL REPRESENTATIVE IN THE ESTATE OF THOMAS E. LUINSTR AND CAROL J. LUINSTR

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

Estimate of Title Insurance Fees	
TBD Commitment	\$383.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$383.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABN70524801-4

Customer Ref-Loan No.:

Property Address:

2135 SOUTH CHERRY STREET, DENVER, CO 80222

1. Effective Date:

03-07-2018 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$383.00
Proposed Insured:
FLYWHEEL CAPITAL LLC, A COLORADO LIMITED
LIABILITY COMPANY

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

A FEE SIMPLE

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

CHERRY STREET LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY AND CAROL J. LUINSTRA, AS PERSONAL REPRESENTATIVE IN THE ESTATE OF THOMAS E. LUINSTRA AND CAROL J. LUINSTRA

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

PARCEL A:

LOTS 34 THROUGH 45, BLOCK 6, WARREN'S UNIVERSITY HEIGHTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXCEPT THAT PORTION OF LOTS 44 AND 45 AS DESCRIBED IN DEED RECORDED MARCH 24, 1950 IN BOOK 669 PAGE [215](#), (ARAPAHOE COUNTY RECORDS),

PARCEL B:

THE NORTH 13 FEET OF LOT 33, BLOCK 6, WARREN'S UNIVERSITY HEIGHTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: ABN70524801-4

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. (ITEM INTENTIONALLY DELETED)
2. (ITEM INTENTIONALLY DELETED)
3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF CHERRY STREET LIMITED LIABILITY COMPANY AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR CHERRY STREET LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

6. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

7. WARRANTY DEED FROM CHERRY STREET LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY TO FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: ABN70524801-4

The following are the requirements to be complied with:

8. PERSONAL REPRESENTATIVE'S DEED TO FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY IN THE ESTATE OF THOMAS E. LUINSTRA, DECEASED.

NOTE: CAROL J. LUINSTRA WAS APPOINTED PERSONAL REPRESENTATIVE IN THE ESTATE THOMAS E. LUINSTRA, BY LETTERS RECORDED JANUARY 11, 2013 UNDER RECEPTION NO. [2013005082](#); AND RE-RECORDED DECEMBER 15, 2015 UNDER RECEPTION NO. [2015173177](#).

9. WARRANTY DEED FROM CAROL J. LUINSTRA TO FLYWHEEL CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

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.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABN70524801-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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. SIGN EASEMENT WITH RIGHT OF INGRESS AND EGRESS AND ELECTRICAL UNDERGROUND SERVICE EASEMENT AS GRANTED IN DEED RECORDED APRIL 5, 1979 IN BOOK 1884 AT PAGE [625](#).
10. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED APRIL 12, 1982 IN BOOK 2565 AT PAGE [459](#).
11. RESTRICTIONS, PERTAINING TO ZONING AS CONTAINED IN ORDINANCE # 350, SERIES OF 1984, RECORDED JULY 16, 1984 IN BOOK 3148 AT PAGE [605](#).
12. LANDSCAPE PLAN RECORDED OCTOBER 11, 1988 UNDER RECEPTION NO. [R-88-0320258](#).
13. RESTRICTIONS, PERTAINING TO ZONING AS CONTAINED IN ORDINANCE # 100, SERIES OF 1990, RECORDED MARCH 06, 1990 UNDER RECEPTION NO. [R-90-0020167](#).
14. (ITEM INTENTIONALLY DELETED)



**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 and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

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

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

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

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

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

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

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

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



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



Commitment to Insure

ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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

John E. Freyer, Jr.
President



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

Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION



Rande Yeager
Secretary



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
303-270-0445

SENN VISCIANO CANGES PC
MATTHEW D PLUSS
1700 LINCOLN ST #4500
DENVER, CO 80203

Reference

Your Reference Number: TBD Commitment - 70524801
Our Order Number: CC-155983
Our Customer Number: 2774.14
Invoice Requested by: MATTHEW D PLUSS
Invoice (Process) Date: December 29, 2016
Transaction Invoiced By: Web Services
Email Address: invoicing@ltgc.com

Invoice Number: CC-155983

Date: December 29, 2016

Order Number: 70524801

Property Address: 2135 SOUTH CHERRY STREET DENVER 80222

Buyer/Borrower: A Buyer To Be Determined

Invoice Charges

Service:	TBD Commitment	\$383.00
Ref:	70524801	
Addr:	2135 SOUTH CHERRY STREET	
Party:	CHERRY STREET LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY	
		\$383.00
Total Amount Invoiced:		\$0.00
Less Payment(s):		\$383.00
Balance Due:		

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number CC-155983** on your Payment

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at <http://www.stewart.com>. ALTA Owner's Policy (6/17/06)

**OWNER'S POLICY OF TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Lucia Lemzini

Authorized Countersignature

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333
Agent ID: 06J050

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

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COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
- (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "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 insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

SCHEDULE A

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 16000310204

Policy No.: O-9301-003877886

Address Reference: 4500 East Evans Avenue, Denver, CO 80222
(For Company Reference Purposes Only)

Amount of Insurance: \$3,725,000.00

Premium: \$3,537.00

Date of Policy: July 19, 2016 at 5:30 P.M.

1. Name of Insured:

4500 E. Evans, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

4500 E. Evans, LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

Lots 1 to 12, inclusive, Block 6, Warren's University Heights,
Together with a sign easement appurtenant thereto, which easement was created by deed recorded April 5, 1979 in
Book 1884 at Page 625,
and except that portion of said lots described in Rule and Order recorded November 16, 2001 at Reception No.
2001194599,
City and County of Denver, State of Colorado.



SCHEDULE B

File No.: 16000310204

Policy No.: O-9301-003877886

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
6. Water rights, claims or title to water.
7. Taxes for the year 2016, a lien, but not yet due or payable.
8. Terms and conditions set forth in deed recorded April 5, 1979 in Book 1884 at Page 625.
9. Cable Television Installation Agreement recorded September 13, 1990 at Reception No. 90-0084761.
10. Rights of hotel guests, under unrecorded leases, without rights of first refusal to purchase the property.
11. Deed of Trust from 4500 E. Evans, LLC, a Delaware limited liability company to the Public Trustee of Denver County, Colorado for the benefit of ANB Bank, in the amount of \$2,235,000.00 dated July 15, 2016 and recorded July 19, 2016 at Reception No. 2016094794.



Anti-Fraud Statement CRS 10-1-128

File No.: 16000310204

"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."

ENDORSEMENT
ATTACHED TO AND MADE A PART OF POLICY OF TITLE INSURANCE
SERIAL NUMBER O-9301-003877886
Issued by

STEWART TITLE GUARANTY COMPANY

File No.: 16000310204

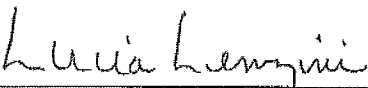
Charge: \$65.00

Said Policy is hereby amended by deleting Exceptions 1 - 5, of Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

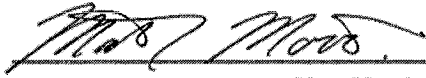
Countersigned by:



Authorized Countersignature


stewart
title guaranty company





Matt Morris
President and CEO

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
Agent ID: 06J050



Denise Carraux
Secretary

Endorsement
Serial No.

E-9851-752794355

ENDORSEMENT
ATTACHED TO POLICY NUMBER O-9301-003877886
ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 16000310204

Charge: \$707.00

The Company insures against loss or damage sustained by the Insured by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
 - a. Present violations on the Land of any enforceable covenants, conditions, or restrictions, or any existing improvements on the Land that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - b. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (i) establishes an easement on the Land; (ii) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant, or (iii) provides a right of reentry, possibility of reverter, or right of forfeiture because of violations on the Land of any enforceable covenants, conditions, or restrictions.
 - c. Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - d. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - e. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Damage to existing buildings:
 - a. That are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. Resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment, other than fences, landscaping, or driveways, excepted in Schedule B.
4. Any final court order or judgment denying the right to maintain any existing building on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraphs 1.a. and 4, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:

Lucia Lemay
Authorized Countersignature

stewart
title guaranty company



Matt Morris
Matt Morris
President and CEO

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
Agent ID: 06J050

Denise Carraux
Denise Carraux
Secretary

Endorsement
Serial No.

E-9334-602764301



ENDORSEMENT
ATTACHED TO POLICY NUMBER O-9301-003877886
ISSUED BY

STEWART TITLE GUARANTY COMPANY

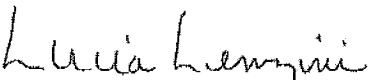
File No.: 16000310204

Charge: \$0.00

Any provisions in the Conditions of this policy referring to Arbitration are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

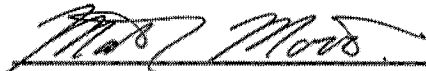
Countersigned by:



Authorized Countersignature


stewart[®]
title guaranty company





Matt Morris
President and CEO

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
Agent ID: 06J050



Denise Carraux
Secretary

**Endorsement
Serial No.**

E-9504-837025028

ENDORSEMENT
ATTACHED TO POLICY NUMBER O-9301-003877886
ISSUED BY

STEWART TITLE GUARANTY COMPANY

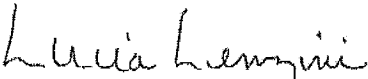
File No.: 16000310204

Charge: \$500.00

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from East Evans Avenue and South Clermont Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

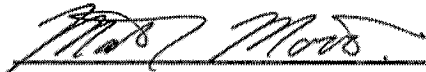
Countersigned by:



Authorized Countersignature


stewart
title guaranty company





Matt Morris
President and CEO

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
Agent ID: 06J050



Denise Carraux
Secretary

**Endorsement
Serial No.**

E-9361-042427946



ENDORSEMENT
ATTACHED TO POLICY NUMBER O-9301-003877886
ISSUED BY

STEWART TITLE GUARANTY COMPANY

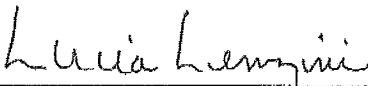
File No.: 16000310204

Charge: \$0.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Don E. Johnson dated April 26, 2016, and designated Job No. 160445.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:



Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
Agent ID: 06J050





Denise Carraux
Secretary

**Endorsement
Serial No.**

E-9388-026844156

