



**Fidelity National Title**  
Insurance Company

4643 S. Ulster St. #500,  
Denver, CO 80237  
Phone: (720) 200-1200  
Fax: (303) 889-1959

DATE: March 5, 2014

FILE NUMBER: 508-F0476568-017-LM6

PROPERTY ADDRESS: 1000 West 104th Avenue, Northglenn, CO

BUYER/BORROWER: Northglenn Urban Renewal Authority, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado

OWNER(S): Nathan-Jeffrey LLC, a Delaware limited liability company, as to an undivided 50% interest and Jasue LLC, a Delaware limited liability company, as to an undivided 50% interest

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: 0171916101033/R0042514

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.**

<p><b>TO: Fidelity National Title Insurance Company</b> 4643 S. Ulster St. #500 Denver, CO 80237</p>	<p><b>ATTN: Lindsey Mann</b> <b>PHONE: (720) 200-1200</b> <b>FAX: (303) 633-7624</b> <b>E-MAIL: lindsey.mann@fnf.com</b></p>
<p><b>TO: Northglenn Urban Renewal Authority, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado</b> 11701 Communit Center Drive Northglenn, CO 80233</p>	<p><b>ATTN: Jason Loveland</b> <b>PHONE: (303) 450-8743</b> <b>FAX:</b> <b>E-MAIL: jloveland@northglenn.org</b></p>
<p><b>TO: Nathan-Jeffrey LLC, a Delaware limited liability company, as to an undivided 50% interest</b> c/o Kin Properties 185 NW Spanish River Blvd, ste 100 Boca Raton, FL 33431</p>	<p><b>ATTN: Allan Afrow</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL: aafrow@kinproperties.com</b></p>
<p><b>TO: Jasue LLC, a Delaware limited liability company, as to an undivided 50% interest</b> c/o Kin Properties 185 NW Spanish River Blvd, ste 100 Boca Raton, FL 33431</p>	<p><b>ATTN: Allan Afrow</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL: aafrow@kinproperties.com</b></p>
<p><b>TO: Kin Properties</b> 185 NW Spanish River Blvd ste 100 Boca Raton, FL 33431</p>	<p><b>ATTN: General Counsel - Gary Shapiro</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL: gshapiro@kinproperties.com</b></p>
<p><b>TO: Hayes Phillips Hoffman &amp; Carberry</b> 1530 16th Street 2nd Floor Denver, CO 80202</p>	<p><b>ATTN: Jeff Parker</b> <b>PHONE: (303) 825-6444</b> <b>FAX:</b> <b>E-MAIL: jhparker@hphclaw.com</b></p>



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<b>TO:</b>	<b>NURA</b> 11701 Community Center Dr. Northglenn, CO 80233-8061	<b>ATTN:</b>	<b>Debbie Tuttle</b>
		<b>PHONE:</b>	<b>(303) 450-8743</b>
		<b>FAX:</b>	<b>(000) 000-0000</b>
		<b>E-MAIL:</b>	<b>dtuttle@northglenn.org</b>

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<b>TO:</b>	<b>Fidelity National Title Insurance Company</b> 4643 S. Ulster Ste 500 Denver, CO 80237	<b>ATTN:</b>	<b>Noreen Behringer, Title Officer</b>
		<b>PHONE:</b>	<b>(303) 889-8094</b>
		<b>FAX:</b>	<b>(000) 000-0000</b>
		<b>E-MAIL:</b>	<b>nbehringer@fnf.com</b>

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<b>TO:</b>	<b>Fidelity National Title Insurance Company</b> 4643 S. Ulster Ste 500 Denver, CO 80237	<b>ATTN:</b>	<b>Mindy Humphrey</b>
		<b>PHONE:</b>	<b>(303) 889-8167</b>
		<b>FAX:</b>	<b>(000) 000-0000</b>
		<b>E-MAIL:</b>	<b>mhumphrey@fnf.com</b>

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<b>TO:</b>	<b>Commercial Escrow FNTIC</b> 4643 S. Ulster St. #500 Denver, CO 80237	<b>ATTN:</b>	<b>Lindsey Mann</b>
		<b>PHONE:</b>	<b>(720) 200-1200</b>
		<b>FAX:</b>	<b>(303) 889-1959</b>
		<b>E-MAIL:</b>	<b>lindsey.mann@fnf.com</b>

**END OF TRANSMITTAL**

**Fidelity National Title Insurance Company  
COMMITMENT**

**SCHEDULE A**

**Commitment No:** 508-F0476568-017-LM6

**1. Effective Date:** February 20, 2014 at 7:00 A.M.

**2. Policy or policies to be issued:**

**Proposed Insured**

**Policy Amount**

**(a) ALTA Owners Policy 6-17-06**

**\$1,600,000.00**

**Northglenn Urban Renewal Authority, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado**

**(b) None**

**\$0.00**

\$

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

**A Fee Simple**

**4. Title to the estate or interest in the land is at the Effective Date vested in:**

**Nathan-Jeffrey LLC, a Delaware limited liability company, as to an undivided 50% interest and Jasue LLC, a Delaware limited liability company, as to an undivided 50% interest**

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

See Attached Legal Description

(for informational purposes only) 1000 West 104th Avenue, Northglenn, CO

**PREMIUMS:**

## Attached Legal Description

Amended Plat of a Portion of Block 34,  
 Heftler Homes-Hillcrest Sixth Filing, together with that portion of Lot 2 of said Amended Plat of a Portion of Block 34,  
 Heftler Homes-Hillcrest Sixth Filing as set forth in the Deed recorded in [Book 2196 at Page 394](#), but excepting therefrom, those portions described in [Book 2195 at Page 389](#), and in Book 3076 at page 45, County of Adams, State of Colorado, being more particularly described as follows:

That part of Lot 3, Amended plat of a portion of Block 34, Heftler Homes-Hillcrest Sixth filing, as per the plat thereof recorded September 22, 1977 at [Reception No. B094588](#), being more particularly described as follows:  
 Beginning at the Northeast corner of Section 16, Township 2 South, Range 68 West of the 6th Principal Meridian;  
 Thence South 89° 46' 40" West along the North line of said Section 16 a distance of 250.39 feet;  
 Thence South a distance of 100.00 feet to a point on the South right of way line of 104th Avenue, and the Northeast corner of said Lot 3, which point is the true point of beginning of the tract of land herein described;  
 Thence South 89° 46' 40" West along the South line of said 104th Avenue which is 100.00 feet South of and parallel to the North line of said Section 16, a distance of 334.78 feet to the Northwest corner of said Lot 3;  
 Thence South 00° 13' 20" East a distance of 176.00 feet;  
 Thence South 89° 46' 40" West a distance of 140.00 feet to a point which is 175.00 feet Easterly of the East right of way line of Croke Drive as measured at right angles thereto;  
 Thence South 00° 13' 20" East a distance of 164.00 feet;  
 Thence North 89° 46' 40" East a distance of 133.30 feet;  
 Thence South a distance of 155.00 feet;  
 Thence South 89° 46' 40" West a distance of 308.19 feet to a point of the East right of way line of Croke Avenue and a point on the West line of said Lot 3;  
 Thence Southerly along the East line of Croke Drive along a curve to the right, the chord of which bears South 02° 18' 33" West, said curve having a central angle of 01° 47' 03" and a radius of 1204.90 feet, an arc distance of 37.52 feet to a point on the Southwest corner of said Lot 3;  
 Thence along the South line of said Lot 3, South 74° 30' 00" East a distance of 150.63 feet;  
 Thence continuing along the South line of said Lot 3 on a curve to the left being tangent to the last described course having a central angle of 10° 48' 40" and a radius of 2262.85 feet an arc distance of 426.98 feet to a point which is 285.00 feet West of the West right of way line of Huron Street as measured at right angles thereto, and also being a point on the South line of said Lot 3, which point is 5.01 feet West of the Southeast corner of said Lot 3;  
 Thence North along a line 285.00 feet West of and parallel to the West right of way line of said Huron Street a distance of 309.65 feet;  
 Thence North 89° 46' 40" East a distance of 85.00 feet;  
 Thence North a distance of 340.00 feet to the true point of beginning,

County of Adams, State of Colorado.

Also Described As Follows:

All that part of Block 34, Heftler Homes Hillcrest Sixth Filing, City of Northglenn, State of Colorado, described as follows:

Beginning at the Northeast corner of Section 16, Township 2 South, Range 67 West of the 6<sup>th</sup> Principal Meridian;  
 Thence South 89 degrees 46 minutes 40 seconds West along the North line of said Section 16, a distance of 250.39 feet;

Thence South a distance of 100.00 feet to a point on the South right of way line of 104<sup>th</sup> Avenue, which point is the true Point of the Beginning of the tract of land herein described;  
Thence South 89 degrees 46 minutes 40 seconds West along the South line of said 104<sup>th</sup> Avenue, which is 100.00 feet South of and parallel to the North line of said Section 16, a distance of 334.78 feet;  
Thence South 00 degrees 13 minutes 20 seconds East, a distance of 176.00 feet;  
Thence South 89 degrees 46 minutes 40 seconds West, a distance of 140.00 feet to a point which is 175.00 feet Easterly of the East right of way line of Croke Drive, as measured at right angles thereto;  
Thence South 00 degrees 13 minutes 20 seconds East, a distance of 164.00 feet;  
Thence North 89 degrees 46 minutes 40 seconds East, a distance of 133.30 feet;  
Thence South a distance of 155.00 feet;  
Thence South 89 degrees 46 minutes 40 seconds West, a distance of 308.19 feet to a point on the East right of way line of Croke Drive;  
Thence Southerly along the East line of Croke Drive along a curve to the right, the chord of which bears South 02 degrees 18 minutes 33 seconds West, said curve having a central angle of 01 degree 47 minutes 03 seconds and a radius of 1204.90 feet on arc distance of 37.52 feet;  
Thence South 74 degrees 30 minutes 00 seconds East, a distance of 150.63 feet;  
Thence on a curve to the left being tangent to the last described course having a central angle of 10 degrees 48 minutes 40 seconds and a radius of 2262.85 feet an arc distance of 426.98 feet to a point which is 285.00 feet West of the West right of way line of Huron Street, as measured at right angles thereto;  
Thence North along a line 285.00 feet West of and parallel to the West right of line of said Huron Street, a distance of 309.65 feet;  
Thence 89 degrees 46 minutes 40 seconds East, a distance of 85.00 feet;  
Thence North a distance of 340.00 feet to the true Point of Beginning;

Adams County, Colorado.

Bearing used herein based on East line of Section 16, assumed true North and South.

N/K/A: Lot 3, Amended plat of portion of Block 34, Heftler Homes-Hillcrest Sixth Filing, County of Adams, State of Colorado, recorded September 22, 1977, [Reception No. B094588](#), except those parcels deeded in [Book 2195, Page 389](#); [Book 2196, Page 394](#) and [Book 3076, Page 45](#).

**SCHEDULE B – Section 1**  
**Requirements**

**The following requirements must be met:**

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Nathan-Jeffrey LLC, a Delaware limited liability company, as to an undivided 50% interest and Jasue LLC, a Delaware limited liability company, as to an undivided 50% interest

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. If the parties to the subject transaction request the Company to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal. Further, if the deletion of exception No. 5 is requested, the Company must provide escrow settlement and disbursement services.
- h. Recording Statutes require that all documents submitted for recording must contain a one inch margin along the top and a one-half inch margin along the sides and bottom of each page. The county clerk and recorder may reject any document that does not comply.

Note: Effective August 1, 2004, most counties have indicated that they will start enforcing the above margin requirements and will reject any documents that do not comply.

- i. Recording Statutes require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

NOTE: A notation of the legal address of the purchasers, (not necessarily the same as the property address) must be included on the face of the deed to be recorded, pursuant to Colorado Revised Statutes.

NOTE: A real property transfer declaration must accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

- j. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey,

satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- k. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: **Northglenn Urban Renewal Authority, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado**

- a) An original or certified copy of a resolution authorizing the transaction contemplated herein

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- l. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: **Nathan-Jeffrey LLC, a Delaware limited liability company**

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- m. Recordation of Statement of Authority for Nathan-Jeffrey LLC, a Delaware limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

- n. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: **Jasue LLC, a Delaware limited liability company**

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- o. Recordation of Statement of Authority for Jasue LLC, a Delaware limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- p. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF REQUIREMENTS



**SCHEDULE B – Section 2**  
**Exceptions**

**Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:**

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. (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.
8. All taxes and assessments, now or heretofore assessed, due or payable.
9. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
10. Terms, conditions, provisions, easements, agreements and obligations contained in the Declaration of Restrictions, Grant of Easements, and Maintenance Agreement as set forth below:  
  
Recording Date: May 24, 1977  
Recording No.: [Book 2144 at Page 957](#)
11. An easement for public utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded October 19, 1977 in [Book 2183 at Page 74](#).
12. An easement for public utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded December 14, 1977 in [Book 2198 at Page 96](#), upon the terms and conditions set forth in the instrument, over a portion of the land.
13. An easement for public utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded March 12, 1979 in [Book 2325 at Page 821](#), upon the terms and conditions set forth in the instrument, over a portion of the land.

14. An easement for public utilities and incidental purposes granted to Public Service Company of Colorado instrument recorded December 7, 1992 in [Book 3734 at Page 552](#), upon the terms and conditions set forth in the instrument, over a portion of the land.

END OF EXCEPTIONS

**AFFIDAVIT AND INDEMNITY AGREEMENT**

**TO Fidelity National Title Insurance Company** a Colorado Corporation and Fidelity National Title Insurance Company, a California Corporation.

- 1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen’s liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

**See Attached Affidavit and Indemnity Agreement Legal Description**

Property Address: **1000 West 104th Avenue, Northglenn, CO**

- 2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
- 3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
- 6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
- 7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Insurance Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

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

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

**SELLER:**

**SELLER:**

\_\_\_\_\_  
Nathan-Jeffrey LLC, a Delaware limited liability company,  
as to an undivided 50% interest

\_\_\_\_\_  
Jasue LLC, a Delaware limited liability company, as to an  
undivided 50% interest

State of Colorado }ss:  
County of **Adams**

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by Nathan-Jeffrey LLC, a Delaware limited liability company, as to an undivided 50% interest and Jasue LLC, a Delaware limited liability company, as to an undivided 50% interest.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

Amended Plat of a Portion of Block 34,  
Heflter Homes-Hillcrest Sixth Filing, together with that portion of Lot 2 of said Amended Plat of a Portion of Block 34,  
Heflter Homes-Hillcrest Sixth Filing as set forth in the Deed recorded in [Book 2196 at Page 394](#), but excepting therefrom, those portions described in [Book 2195 at Page 389](#), and in Book 3076 at page 45, County of Adams, State of Colorado, being more particularly described as follows:

That part of Lot 3, Amended plat of a portion of Block 34, Heflter Homes-Hillcrest Sixth filing, as per the plat thereof recorded September 22, 1977 at [Reception No. B094588](#), being more particularly described as follows:

Beginning at the Northeast corner of Section 16, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian;  
Thence South 89° 46' 40" West along the North line of said Section 16 a distance of 250.39 feet;  
Thence South a distance of 100.00 feet to a point on the South right of way line of 104<sup>th</sup> Avenue, and the Northeast corner of said Lot 3, which point is the true point of beginning of the tract of land herein described;  
Thence South 89° 46' 40" West along the South line of said 104<sup>th</sup> Avenue which is 100.00 feet South of and parallel to the North line of said Section 16, a distance of 334.78 feet to the Northwest corner of said Lot 3;  
Thence South 00° 13' 20" East a distance of 176.00 feet;  
Thence South 89° 46' 40" West a distance of 140.00 feet to a point which is 175.00 feet Easterly of the East right of way line of Croke Drive as measured at right angles thereto;  
Thence South 00° 13' 20" East a distance of 164.00 feet;  
Thence North 89° 46' 40" East a distance of 133.30 feet;  
Thence South a distance of 155.00 feet;  
Thence South 89° 46' 40" West a distance of 308.19 feet to a point of the East right of way line of Croke Avenue and a point on the West line of said Lot 3;  
Thence Southerly along the East line of Croke Drive along a curve to the right, the chord of which bears South 02° 18' 33" West, said curve having a central angle of 01° 47' 03" and a radius of 1204.90 feet, an arc distance of 37.52 feet to a point on the Southwest corner of said Lot 3;  
Thence along the South line of said Lot 3, South 74° 30' 00" East a distance of 150.63 feet;  
Thence continuing along the South line of said Lot 3 on a curve to the left being tangent to the last described course having a central angle of 10° 48' 40" and a radius of 2262.85 feet an arc distance of 426.98 feet to a point which is 285.00 feet West of the West right of way line of Huron Street as measured at right angles thereto, and also being a point on the South line of said Lot 3, which point is 5.01 feet West of the Southeast corner of said Lot 3;  
Thence North along a line 285.00 feet West of and parallel to the West right of way line of said Huron Street a distance of 309.65 feet;  
Thence North 89° 46' 40" East a distance of 85.00 feet;  
Thence North a distance of 340.00 feet to the true point of beginning,

County of Adams, State of Colorado.

Also Described As Follows:

All that part of Block 34, Heflter Homes Hillcrest Sixth Filing, City of Northglenn, State of Colorado, described as follows:

Beginning at the Northeast corner of Section 16, Township 2 South, Range 67 West of the 6<sup>th</sup> Principal Meridian;  
Thence South 89 degrees 46 minutes 40 seconds West along the North line of said Section 16, a distance of 250.39 feet;  
Thence South a distance of 100.00 feet to a point on the South right of way line of 104<sup>th</sup> Avenue, which point is the true Point of the Beginning of the tract of land herein described;  
Thence South 89 degrees 46 minutes 40 seconds West along the South line of said 104<sup>th</sup> Avenue, which is 100.00 feet South of and parallel to the North line of said Section 16, a distance of 334.78 feet;  
Thence South 00 degrees 13 minutes 20 seconds East, a distance of 176.00 feet;  
Thence South 89 degrees 46 minutes 40 seconds West, a distance of 140.00 feet to a point which is 175.00 feet Easterly of the East right of way line of Croke Drive, as measured at right angles thereto;  
Thence South 00 degrees 13 minutes 20 seconds East, a distance of 164.00 feet;  
Thence North 89 degrees 46 minutes 40 seconds East, a distance of 133.30 feet;  
Thence South a distance of 155.00 feet;  
Thence South 89 degrees 46 minutes 40 seconds West, a distance of 308.19 feet to a point on the East right of way line of Croke Drive;  
Thence Southerly along the East line of Croke Drive along a curve to the right, the chord of which bears South 02 degrees 18 minutes 33 seconds West, said curve having a central angle of 01 degree 47 minutes 03 seconds and a radius of 1204.90 feet on arc distance of 37.52 feet;  
Thence South 74 degrees 30 minutes 00 seconds East, a distance of 150.63 feet;  
Thence on a curve to the left being tangent to the last described course having a central angle of 10 degrees 48 minutes 40 seconds and a radius of 2262.85 feet an arc distance of 426.98 feet to a point which is 285.00 feet West of the West right of way line of Huron Street, as measured at right angles thereto;

Thence North along a line 285.00 feet West of and parallel to the West right of line of said Huron Street, a distance of 309.65 feet;  
Thence 89 degrees 46 minutes 40 seconds East, a distance of 85.00 feet;  
Thence North a distance of 340.00 feet to the true Point of Beginning;

Adams County, Colorado.

Bearing used herein based on East line of Section 16, assumed true North and South.

N/K/A: Lot 3, Amended plat of portion of Block 34, Heflter Homes-Hillcrest Sixth Filing, County of Adams, State of Colorado, recorded September 22, 1977, [Reception No. B094588](#), except those parcels deeded in [Book 2195, Page 389](#); [Book 2196, Page 394](#) and [Book 3076, Page 45](#).



# Fidelity National Title<sup>®</sup> Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

Fidelity National Title Insurance Company, a California 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.



The 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 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

The Company will **provide** a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity 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.



By:   
President  
ATTEST   
Secretary

Authorized Signature

## CONDITIONS

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 acquired 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 the 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.
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 policies or policies committed for and such liability is subject to the insuring provisions and Conditions 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 <http://www.alta.org>.

### DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.
  - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
  - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.



## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### **Collection and Use of Information**

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

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

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

### **Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your

computer’s hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### **When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Privacy Notice

Effective: January 24, 2014

### **Information from Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

### **European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

### **Choices with Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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