

Re-submittal Form

Case Name/ Number: DTI Trucks Zone Change / PRC2022-00010 / EGR2022-00041

Case Manager: Brayan Marin

Re-submitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents / EGR2022-00041
- Subdivision Improvements Agreement (Microsoft Word version)
- Other: Response to all comments

*** All re-submittals must have this cover sheet and a cover letter addressing review comments.**

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: Engineering, Environmental, Planner, ROW, Colorado

Division of Water Resources, City of Thornton



REZONING (Zoning Map Amendment)

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 2) included in this packet for more information on each submittal item.

All applications shall be submitted electronically to epermitcenter@adcogov.org. If the submittal is too large to email as an attachment, the application may be sent as an unlocked OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF. Once a complete application has been received, fees will be invoiced and payable online at <https://permits.adcogov.org/CitizenAccess/>.

1. Development Application Form (pg. 4)
2. Application Fees (see table)
3. Written Explanation of the Project
4. Site Plan Showing Proposed Development, including:
 - a. Proposed Building Envelope
 - b. Parking Areas
 - c. Site Access
 - d. Landscape Areas
5. Trip Generation Letter
6. Preliminary Drainage Analysis
7. Neighborhood Meeting Summary
8. Proof of Ownership (warranty deed or title policy)
9. Proof of Water and Sewer Services
10. Legal Description
11. Certificate of Taxes Paid
12. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 6)
13. Certificate of Surface Development (pg. 7)

Applications Fees	Amount	Due
Application	\$1,500	After complete application received
Tri-County Health	\$210 (public utilities -TCHD Level 2) \$360 (individual septic -TCHD Level 3)	After complete application received

Rezoning Guide to Development Application Submittal

All development application submittals shall comprise of one (1) electronic copy (emailed or delivered on a USB). **Application submittals that do not conform to these guidelines shall not be accepted.**

3. Written Explanation of the Project:

- A clear and concise, yet thorough, description of the proposal. Please include, if applicable, timeframe, purpose of project, and improvements that will be made to the site

4. Site Plan Showing Proposed Development:

- A detailed drawing of existing and proposed improvements
- Including:
 - Streets, roads, and intersections
 - Driveways, access points, and parking areas
 - Existing and proposed structures, wells, and septic systems,
 - Easements, utility lines, and no build or hazardous areas
 - Scale, north arrow, and date of preparation
- An Improvement Location Certificate or Survey may be required during the official review

5. Trip Generation Letter:

- Shall be determined based upon the methodologies of the most current, Institute of Transportation Engineers (ITE) Trip Generation Manual for the weekday AM peak hour and weekday PM peak hour

6. Preliminary Drainage Analysis:

- A general narrative discussing the pertinent drainage characteristics and problems, and proposed drainage characteristics if the subdivision is approved

7. Neighborhood Meeting Summary:

- Please refer to Section 2-01-02 of the Adams County Development Standards and Regulations for the specific requirements regarding time, location, and notice
- A written summary shall be prepared including the materials submittal presented at the meeting, any issues identified at the meeting, and how those issues have been addressed

8. Proof of Ownership:

- A deed may be found in the Office of the Clerk and Recorder
- A title commitment is prepared by a professional title company

9. Proof of Water:

- Public utilities-A written statement from the appropriate water district indicating that they will provide service to the property **OR** a copy of a current bill from the service provider
- Private utilities- Well permit(s) information can be obtained from the Colorado State Division of Water Resources at (303) 866-3587

Proof of Sewer:

- Public utilities-A written statement from the appropriate sanitation district indicating that they will provide service to the property **OR** a copy of a current bill from the service provider
- Private utilities-A written statement from Tri-County Health indicating the viability of obtaining Onsite Wastewater Treatment Systems

10. Legal Description:

- Geographical description used to locate and identify a property
- Visit <http://gisapp.adcogov.org/quicksearch/> to find the legal description for your property

11. Certificate of Taxes Paid:

- All taxes on the subject property must be paid in full. Please contact the Adams County Treasurer's Office
- Or <http://adcogov.org/index.aspx?NID=812>

12. and 13. Certificate of Notice to Mineral Estate Owners/ Certificate of Surface Development:

- The State of Colorado requires notification to mineral rights owners of applications for surface development (i.e. zoning, plats, etc.)
- Mineral or Surface right owners may be found in the title commitment for the subject property
- You may also search the Office of the Clerk and Recorder for any recorded deeds, easements, or other documents.



Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number:

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:
Owner's Printed Name

Date:

Name:
Owner's Signature

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, _____
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:

Physical Address: _____

Legal Description: _____

Parcel #(s): _____

(PLEASE CHECK ONE):

_____ On the _____ day of _____, 20____, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;

or

_____ I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: _____ Applicant: _____

By: _____

Print Name: _____

Address: _____

STATE OF COLORADO)

)

COUNTY OF ADAMS)

Subscribed and sworn to before me this _____ day of _____, 20____, by
_____.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

After Recording Return To:

Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.

APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT,
PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

I/We, _____
_____, (the "Applicant") by signing below, hereby declare and certify as follows:

Concerning the property located at:

Physical Address: _____

Legal Description: _____

Parcel #(s): _____

With respect to qualifying surface developments, that (PLEASE CHECK ONE):

_____ No mineral estate owner has entered an appearance or filed an objection to the proposed application for development within thirty days after the initial public hearing on the application; or

_____ The Applicant and any mineral estate owners who have filed an objection to the proposed application for development or have otherwise filed an entry of appearance in the initial public hearing regarding such application no later than thirty days following the initial public hearing on the application have executed a surface use agreement related to the property included in the application for development, the provisions of which have been incorporated into the application for development or are evidenced by a memorandum or otherwise recorded in the records of the clerk and recorder of the county in which the property is located so as to provide notice to transferees of the Applicant, who shall be bound by such surface use agreements; or

_____ The application for development provides:

- (i) Access to mineral operations, surface facilities, flowlines, and pipelines in support of such operations existing when the final public hearing on the application for development is held by means of public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements;
- (ii) An oil and gas operations area and existing well site locations in accordance with section 24-65.5-103.5 of the Colorado Revised Statutes; and
- (iii) That the deposit for incremental drilling costs described in section 24-65.5-103.7 of the Colorado Revised Statutes has been made.

Date: _____ Applicant: _____

After Recording Return To:

By: _____
Print Name: _____
Address: _____

STATE OF COLORADO)
)
COUNTY OF ADAMS)

Subscribed and sworn to before me this ____ day of _____, 20____, by
_____.

Witness my hand and official seal.

My Commission expires: _____
Notary Public

Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department within thirty days after the initial public hearing on all applicable land use applications.



Comment Response

Date: 12.08.22

To: Brayan Marin, Adams County Planning

From: Jon Spencer

RE: PRC2022-000010 & EGR2022-00041 DTI Trucks- 1st Review
Comment Response

Thank you for the review of the DTI submittal packages for the Rezone, Subdivision, and Civil Construction Plans. The following are responses to the first round review comments.

PLN01: Per the Welby Plan Future Land Use Map, the designated parcels intended for rezoning have a Mixed-Use Employment designation which is NOT consistent with the proposed I-2 zoning that the applicant is proposing. Mixed Use employment encompasses the following zoning designations: Commercial-4 (C-4), Commercial-5(C-5) and Industrial-1 (I-1). By rezoning the property in accordance with the Welby neighborhood, plan, the northern section of the property could be used as office space while providing a buffer between the industrial use of the property and the residential use that is directly north of the property. – While we acknowledge the Welby Plan, the parcel in question was at that time a part of the City of Thornton and functioned as an access easement. It was not formally included in the Plan. The proposed I-2 zoning and industrial use is consistent with the surrounding uses including the A-3 zoned property directly adjacent to the north. While it is zoned A-3, it is used as a concrete contractor's yard and there is no residential component even though that is an allowed use.

Welby Plan Table 4-A Mixed Use Employment-Characteristics & Uses Primary lists "light manufacturing" as a use. The stated purpose of this district is to "Accommodate a range of employment uses with a mix of supporting uses to serve employment needs, increase employment and contribute to the tax base".

DTI is a thriving business providing employment and taxes. It has both sales and manufacturing on the same property similar to the "beehive concept" outlined in the Welby Plan. While the form might not be exactly as outlined this is an ideal business for this area. While we understand the suggestion to provide office use on the north property, the business has an office that is not that old and does not plan to build any new buildings on the north property.

Steele Street not a main corridor. It is conveniently located to other industrial and highways. An I-2 designation would not detract from the goals set forth in the Comprehensive Plan or Welby Plan. Zoning directly to the south west and north is I-2 as well. This is a pocket of I-2. Allowing an I-2 designation for this small portion would maintain continuity for this business and property owner and would not change this area or adversely affect the surrounding neighborhood. It will not create additional traffic, nuisance odors, noise, or other undesired effects.

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However, based on the project's narrative submitted by the applicant, outdoor storage is proposed on the north of the site of the property. Per County Code, Outdoor Storage is allowed in I-1 properties through a conditional use permit. This is an option that would allow applicant to rezone the property to a zoning that is consistent with the Welby plan and would still meet the needs of what is envisioned for the site. Please note that this would not affect the proposed consolidation of the lots regardless of the zoning designation. – Noted. Per the previous description the ownership would still like to pursue the I-2 zoning. Having a single property with two zoning designations creates confusion as to where exactly on the property the user can provide what services or have whatever storage options.

Outdoor storage in excess of 100% of the building area is what is desired as no building proposed and limiting to 25% would create a hardship for this business. Area is needed to store components such as truck beds and to provide parking of transport vehicles and for vehicle sales.

PLN02: According to applicant project explanation, the site is 1.945 AC. Per Chapter 3, Section 3-07 for dimensional requirements, I-2 lots must have a minimum lot size of 2 acres. This issue could be resolved if applicant decided to move forward with a rezoning to I-1 as the minimum acreage on the property will only need to be one acre. – This property was relinquished by the City of Thornton and the owner purchased it with the intent of adding it to the existing property. The owner is proposing to include this property within the overall subdivision, Steele Street Industrial Filing No. 3 in order to meet the minimum lot size requirements.

PLN03: While the current make-up of the area is industrial, any new development will need to adhere to the future land uses that are envisioned in the Welby neighborhood plan. The I-2 zoning designation does not meet the vision of the plan. – While we understand the future vision for this land, it is and has been functioning as an industrial area. The business has a solid operation and intends to maintain their business if they can secure the I-2 zoning which is prevalent in the surrounding properties except for the one directly to the north which is zoned A-3, but used as an industrial yard by a concrete contractor. The proposed land use is compatible in this area.

PLN04: Due to the proximity to residential/Agricultural uses north of the property, applicant will need to provide a landscape buffer yard width of fifteen (15) foot with three (3) trees per sixty linear feet and six (6) foot sight obscuring fence or wall located on the interior line of the bufferyard. A formal landscape plan will need to be submitted at the time of any new development on the site to review compliance with this requirement. – Noted. A landscape plan is included in this submittal. Trees are shown as required. The fence however is shown on the north property line. Placing a fence at the south of the bufferyard would create a "hallway" between the north property and this property and become a maintenance nightmare. We do not feel this is the intent of the Code to create such a condition.

PLN05: Provide a site plan explaining how the site will work once the lots are combined, as part of this site plan, make sure to include the proposed vehicle alleys and the proposed drainage site of the property. – A site plan has been included with this submittal. This area will be used as open area with no designated vehicle alleys. There are no on-site improvements proposed at this time except for the required 15' landscape buffer. Existing drainage patterns will remain as shown in the Drainage Map in the Drainage Report.

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PLN06: Please provide a letter from your water utility provider showing that the expansion will not have any adverse impact to the water supply to the property. – A Will Serve letter from North Washington Water and Sanitation District has been included again with this submittal.

PLN07: Please review all outside comments as some agencies require clarification on the proposed use, water supply, drainage, easements, etc. – Noted. Responses to outside referral comments are included with this letter.

PLN08: Per Sec 5-05-05 Parkland Dedication Requirements, The Parkland dedication (PLD) Cash-in-lieu for this subdivision project is as follows:

If the property is rezoned as an I-1 property, the Cash in Lieu would be \$25,366.16

If the property is rezoned as an I-2 property, the Cash in Lieu would be \$21,626.03

- Noted. The owner(s) would like to proceed with the I-2 designation.

ENG1: A trip generation analysis and a preliminary drainage letter will be required to be completed and submitted for review and approval during the rezoning process. – A trip generation analysis and preliminary drainage letter are included with this submittal.

ENG2: FIRM #08001C0602H. Not in floodplain. A floodplain use permit will not be required. – Noted.

ENG3: The applicant shall be aware that the property is in a MS4 permitted area. The disturbed area of the site will exceed 1 acre, therefore, in addition to the detailed engineering design and analysis required at construction, the applicant shall also be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-040000.

- Noted. An SWMP will be prepared as required.

ENG4: The applicant plans to subdivide the property. In a subdivision case, the developer should know that prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. Before final approval of the construction plans, the applicant shall enter into a Subdivision Improvement Agreement (SIA) with the county and provide a security bond for all public improvements. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, and construction documents including the SIA. – Noted. Public Improvement Construction plans, Drainage Report, and Traffic Study are included with this submittal. An SIA is included however final Public Improvement Costs will be included following formal review of the proposed.

ENG5: The public improvements will include drainage facilities, streets, curb, gutter, and sidewalk.

- The required items are included in the attached plans.

ENG6: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements. – A Draft SIA is included.

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ENG7: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the Adams County Public Works Dept. - [Noted](#)

ENG8: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk. - [Noted](#)

ENG9: (Received via email from Mr. LaBrie on 10/24/2022) Adams County Development Engineering received some late comments from the Construction Management Department that need to be added as notes and/or details to the civil design plans. Those comments are as follows:

- 1.) Detectable Warning bricks are not acceptable. Please provide cast iron detectable warning plates.
- 2.) 4500 PSI Concrete with fiber mesh will be required. All concrete will be poured monolithically.
- 3.) Please provide a "Sidewalk Ends" sign at the north end of construction.
- 4.) Although the concrete details have been provided, we need to see a Typical Asphalt Patch detail, showing thickness on the design plans.

- [The above notes have been added to the plans.](#)

ROW1: Steele Street is classified as an industrial local street. As such it should have a half right-of-way width of 30 feet. It appears that the half right-of-way width of 30 feet, adjacent to this property, has not been dedicated to Adams County. If the rezoning is approved and the applicant decides to develop the property, the applicant will be required to dedicate 30 half feet of additional right-of-way along Steele Street to support any new development. – [A ROW dedication is shown in the attached plans.](#)

ROW2: Right-of-way Dedication Process - The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the right-of-way dedication. For additional information on dedication document specifics and process please go to <http://www.adcogov.org/documents/adams-county-easement-or-right-way-dedication-packet>- [Noted](#)

ROW3: A preliminary and final plat are required, the applicant shall secure the services of a licensed Professional Land Surveyor to create the plat. The plat is required to support the subdivision process. The right of way dedication can be completed through the platting process. – [A Preliminary Plat is included with this submittal.](#)

Please note that the following comments will only apply once a new building permit is requested for this property

ENV1: Applicant should perform truck and repair maintenance on concrete pad. A description of truck types and equipment repair and maintenance operations, locations on site where this would take place, and a plan for the handling of fluids, used oil and material storage should be provided upon application of rezoning. – [Noted.](#)

ENV2: All hydraulic fluids, oils and other pollutant sources should be stored within covered area and in secondary containment. – [Noted.](#)

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ENV3: Applicant will be required to implement dust control measures to prevent off-site impacts from truck movement on non-paved surfaces. – Noted.

ENV4: Applicant should limit engine idling to the maximum extent feasible for vehicles at their location to mitigate air quality and odor impacts to surrounding properties. – Noted.

Please note that the following comments will only apply once a new building permit is requested for this property

BSD1: Building permits would be required for each structure. Engineered plans will be required to obtain permits. – Noted.

BSD2: Applicant should refer to commercial and industrial submittal requirements. Here is a link for your reference:

https://epermits.adcogov.org/sites/default/files/Commercial_Industrial%20Submittal%20Requirements_20_0.pdf – Noted.

BSD3: Current adopted codes are the 2018 International Building Codes and the 2017 National Electrical Code. -Noted.

BSD4: Applicant should contact Fire Department for their requirements. This is a separate permit, review, and inspection with your local fire department - Noted.

Outside Referral Agencies:

City of Thornton Comments:

INFRASTRUCTURE ENGINEERING

Civil Engineer (Rachelle Plas, 720-977-6239)

1. How is Detention and Water Quality being handled for this site? There cannot be an increase in discharge to the ditch along the east side of this site. – Noted. Existing drainage is unchanged as there are no proposed on-site improvements. Should improvements be proposed they will be routed to the existing pond at the south end of the existing property.

Colorado Division of Water Resources:

State Engineer's Office Opinion:

This office has no comments in regards to the rezoning of the subject property. In regards to the subdivision of the subject property, pursuant to Section 30-28-136(1)(h)(I), C.R.S., the State Engineer's Office has not received enough information to render an opinion regarding the adequacy of the proposed water supply. Prior to further review the applicant must provide the following:

1. Provide a water supply plan that clearly defines the proposed development's water demands. – A Will Serve letter is included with the submittal.

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2. Provide information to clarify if the District is committed to serve the property. – See [previous response](#).

3. The applicant must clarify if the existing well operated under permit no. 122381 will be plugged and abandoned prior to subdivision approval or if the well will be re-permitted pursuant to a court approved augmentation plan. If the well will be operated pursuant to a court approved augmentation plan then evidence that such plan has been obtained must be provided. – The existing well will be abandoned.

Colorado Geological Survey:

The proposed plat represents a reduction in density. The site does not contain steep slopes, is not undermined, and no geologic hazards or unusual geotechnical constraints are present that would preclude the proposed lot consolidation and rezone. CGS therefore has no objection to approval of PRC2022-00010. – Noted, thank you.

Lumen:

LUMEN Local/National facilities are under review by our LUMEN Field Engineer(s). Currently, the estimated completion date of review is 09/23/2022. – Noted.

Colorado Department of Transportation:

We have reviewed the referral for PRC2022-00010 at 8100 Steele St, rezoning and subdividing property. This project is off of the State Highway system and we have no comments. - Thank you

Regional Transportation District:

The RTD has no exceptions with this plan- Thank you

Xcel Energy:

No issues or concerns from Xcel Energy. - Thank you

Tri-County Health:

Community design to support walking and bicycling Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network. Increasing multi-modal transportation has additional co-benefits including improved air quality, which can reduce contributions to climate change and exposure to pollutants associated with a number of health problems including asthma, lung cancer, and heart disease. TCHD commends the applicant for extending the sidewalk across the west side of the property. – Noted. Public sidewalks are being added to continue the accessibility along Steele St.

There were a couple of emails from area residents expressing concern over traffic, unimproved ROW, and lack of agricultural land. We also received a direct call from an area resident inquiring about the proposed zoning impact and traffic. These comments are acknowledged.

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CIVIL ENGINEERS - LANDSCAPE ARCHITECTS

The proposed I-2 zoning designation would not create additional traffic. ROW dedication along with landscaping is proposed along Steele St. Unfortunately agriculture is not the land owners line of business and it is unlikely this land will be used in that manner.

We look forward to your feedback and working with you to develop an exceptional project for DTI Trucks and Adams County.

Sincerely,

Jonathan Spencer, PLA
On Behalf of Sterling Design Associates, LLC

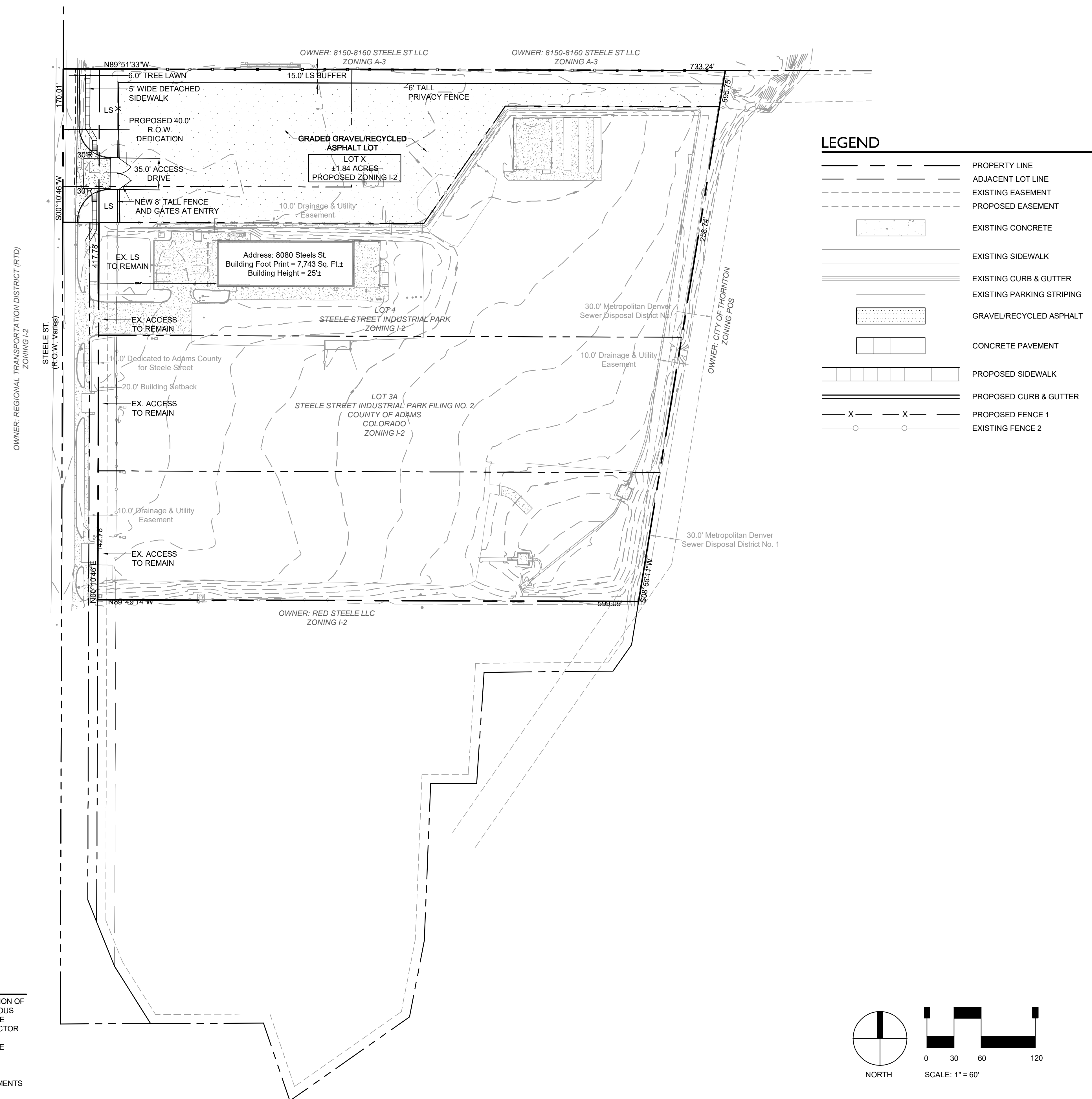
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DTI TRUCKS

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY OF DENVER, COUNTY OF ADAMS SITE PLAN



LEGEND	
	PROPERTY LINE
	ADJACENT LOT LINE
	EXISTING EASEMENT
	PROPOSED EASEMENT
	EXISTING CONCRETE
	EXISTING SIDEWALK
	EXISTING CURB & GUTTER
	EXISTING PARKING STRIPING
	GRAVEL/RECYCLED ASPHALT
	CONCRETE PAVEMENT
	PROPOSED SIDEWALK
	PROPOSED CURB & GUTTER
	PROPOSED FENCE 1
	EXISTING FENCE 2

STERLING DESIGN ASSOCIATES
Civil Engineers | Landscape Architects
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PRELIMINARY
NOT FOR CONSTRUCTION

STERLING DESIGN ASSOCIATES, LLC	
ISSUES & REVISIONS	
NO: 1	DATE: - BY: -
DESCRIPTION: -	
NO: 2	DATE: - BY: -
DESCRIPTION: -	
NO: 3	DATE: - BY: -
DESCRIPTION: -	
NO: 4	DATE: - BY: -
DESCRIPTION: -	
NO: 5	DATE: - BY: -
DESCRIPTION: -	
NO: 6	DATE: - BY: -
DESCRIPTION: -	
DATE:	SCALE:
03/05/2022	
PROJECT MANAGER:	PROJECT NO.:
DRAWN BY:	DRAWING FILE:
PROJECT:	

DTI TRUCKS
8100 STEELE ST.
DENVER, CO 80229

CLIENT:
DTI TRUCKS
8080 STEELE ST.
DENVER, CO 80229
TEL: (720) 360-4022

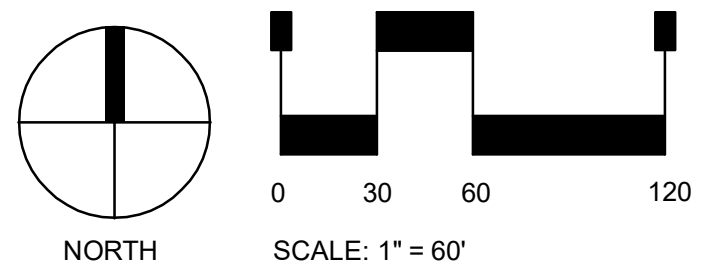
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
1 OF 1

CAUTION - NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE.



May 27, 2022

Commercial Building Services
C/O David Spratlen II
7561 S. Grant St. Suite A-4
Littleton, CO 80122
david@cbsconstruction.com

RE: DTI Trucks Rezone Trip Generation Letter – Adams County, Colorado

The Fox Tuttle Transportation Group has completed a transportation analysis for the proposed rezoning of a 1.84± acre property for DTI Trucks to be able to store large vehicles that are for sale or need to be repaired or customized. The project site is located at 8100 Steele Street in Adams County, CO. This lot will not be available for customer vehicle storage or other services. DTI Trucks owns the property south of the subject site and operates their business of selling new and used commercial trucks, servicing and renting medium-duty and heavy-duty vehicles, selling trucking equipment and parts, and customizing these types of large vehicles. There is an existing a full-movement, gated access into the site. A vicinity map is shown on **Figure 1**. The purpose of this traffic letter is to document the estimated trip generation of this project and to identify if additional traffic analysis is necessary.



Figure 1. Vicinity Map

DTI Trucks Rezone for Vehicle Storage

Trip Generation Letter

May 27, 2022

Trip Generation

Typically, trips are estimated with data contained in the *Institute of Transportation Engineers (ITE) Trip Generation Manual*¹; however, there is not a land use category for “vehicle storage” or a similar land use category. It is understood that the site is supplemental to the DTI Truck business and will only have trips into and out of the driveway when a stored vehicle needs to be move to the property to the south (130 feet) or is transported to/from the site.

The current hours of operation for customers to visit DTI Trucks is 8:00am to 5:30pm during weekdays and 8:00am to 12:00pm on Saturdays. Based on anticipated operations, it is understood that there will be no more than 10 vehicles moved to/from the subject property per day, which equates to 20 daily trips. It is likely that majority of the trips will occur outside the peak commuting times. For conservative purposes, if 10% of the daily trip occurred during the peak hour, then up to two (2) trips would utilize the driveway (one inbound and one outbound). It is not anticipated that the traffic associated with the proposed vehicle storage area for DTI Trucks will trigger the need for auxiliary lanes or a change in traffic control since volumes are significantly under the typical thresholds for these forms of mitigation measures.

Proposed Access

The existing full-movement, gravel access on Steele Street is proposed to be relocated slightly to the north with the rezoning of the property to provide ease of moving in and out of the subject property. The new access will be paved and gated and provide one inbound lane and one outbound lane. The access will be side-street stop-controlled on Steele Street.

Conclusions

It is anticipated that the existing roadway network, intersections, and proposed access can accommodate the estimated trips to the rezoned property that will expand the vehicle storage for DTI Trucks. The minimal volumes are not anticipated to trigger the need for mitigation measures at the intersection with Steele Street. **Based on the trip generation analysis, no additional traffic analysis is necessary to support this project.**

¹ *Trip Generation Manual*. 11th Edition. Institute of Transportation Engineers. Washington, DC. 2021.

DTI Trucks Rezone for Vehicle Storage

Trip Generation Letter

May 27, 2022

Hopefully the contents of this memorandum are helpful. If you have any questions, please give me a call.

Sincerely,

FOX TUTTLE TRANSPORTATION GROUP, LLC



Cassie Slade, P.E., PTOE
Principal



FINAL DRAINAGE REPORT DTI TRUCKS

PREPARED FOR:

**DTI HOLDINGS LLC
8955 W 44TH AVE
WHEAT RIDGE, CO 80033**



**6901 SOUTH PIERCE STREET, SUITE 315
LITTLETON, CO 80128
CONTACT: JERRY W. DAVIDSON, P.E.
(303) 232-8088**

JOB #2022-013

JULY 07, 2022

ENGINEER'S STATEMENT

I hereby attest that this report for the Final drainage design of DTI Trucks, was prepared by me, or under my direct supervision, in accordance with the provisions of the *Weld County Engineering and Construction Guidelines* for the responsible parties thereof.

Jerry W. Davidson, P.E.
Colorado Registration No. 30226
For and on behalf of Perception Design Group, Inc.

Table of Contents

<i>List of Tables</i>	<i>ii</i>
<i>List of Figures</i>	<i>ii</i>
<i>List of Appendices</i>	<i>ii</i>
Section 1: GENERAL LOCATION & DESCRIPTION	1
1.1 Site Location	1
1.2 Description of Property.....	2
1.3 Existing Conditions.....	2
1.3.1 Soil Types.....	2
1.3.2 Existing Irrigation and Major Drainage	3
1.3.3 Existing Drainage	3
1.3.4 History of Flooding	3
Section 2: MAJOR DRAINAGE BASINS & SUB-BASINS.....	4
2.1 Major Basin	4
2.2 Sub-Basins.....	5
Section 3: DRAINAGE DESIGN CRITERIA.....	6
3.1 Regulations	6
3.2 Hydrologic Criteria.....	6
3.3 Hydraulic Criteria.....	6
3.4 Detention Criteria	6
3.5 Waivers	6
Section 4: DRAINAGE FACILITY DESIGN	7
4.1 Specific Details.....	7
4.2 Detention and Water Quality	7
Section 5: CONCLUSIONS.....	8
<i>References</i>	<i>9</i>

Table of Contents (cont'd)

List of Tables

1. Hydrological Soil Group Summary
2. Rainfall Intensity
3. Percent Impervious & Runoff Coefficients
4. Direct Runoff Summary

List of Figures

1. Vicinity Map
2. NRCS Soil Map
3. FIRM Map, Panel 08001C0602H, Effective March 5, 2007

List of Appendices

- A CRITERIA
- B HYDROLOGY, HYDRAULICS
- C FIRM AND SOILS DATA
- D DRAINAGE MAP

Section 1: GENERAL LOCATION & DESCRIPTION

1.1 Site Location

The DTI Trucks project shown on Figure 1, is located in an unincorporated part of Adams County. The Project Site is currently developed with a parking lot used for vehicle storage. The site is bounded to the south by industrial development, to the east by a reservoir, to the north by industrial development and to the west by Steele Street. The Project Site also includes a portion of land located in the Steele Street right-of-way as well as land being dedicated to the Steele Street right-of-way.

By rectangular survey coordinates, the project consists of a portion of Lot 1, Block 1, Steele Street Industrial Park Filing No. 3, a parcel located in the Southeast $\frac{1}{4}$ of Section 25, Township 2 South, Range 68 West of the 6th P.M., Adams County, Colorado.



Figure 1: Vicinity Map (not to scale)

1.2 Description of Property

The site is developed with an unpaved parking lot used for vehicle storage. Site access is from one curb cut on Steele Street.

The project concept is to install a paved access to replace the existing unpaved access point off Steele Street and install a new detached sidewalk along Steele Street.

1.3 Existing Conditions

The Site encompasses approximately 1.84± acres of developed property. Existing topography has a gradual gradient from west to east. There is a drainage gutter that runs east-west along the southern property line which accepts site runoff. The entirety of the site lies within flood zone X. Detention and water quality are provided offsite to the southeast.

1.3.1 Soil Types

Natural Resource Conservation Service (NRCS) depict the Site soils to be in hydrological soils group C, Table 1 and Figure 2. Soil type C is noted by the NRCS as being well drained when wetted.

Map Unit Symbol	Hydrological Soils Group A	Percent of AOI
NuA	C	100%

Table 1: **Hydrological Soil Group Summary** (Courtesy NRCS Web Soil Survey Website)



Figure 2: **NRCS Soil Map** (Courtesy NRCS Web Soil Survey Website)

1.3.2 Existing Irrigation and Major Drainage

There are no known wetlands, irrigation facilities or jurisdictional waters on the site. The site is traversed by a drainage channel along the south property line. The ultimate receiving water is the South Platte River located to the east of the project site.

1.3.3 Existing Drainage

Direct runoff from the site drains by overland sheet flow generally from west to east to a channel running parallel to the southern property line. A small portion of land on the northern side of the site drains north to the adjacent lot. A small portion of land located in the Steele Street right-of-way on the western side of the site drains to a drainage ditch running along the eastern side of Steele Street. There are no detention or water quality facilities on the site.

There is no storm sewer on the site.

1.3.4 History of Flooding

The entirety of the site lies within flood zone X.

Section 2: MAJOR DRAINAGE BASINS & SUB-BASINS

2.1 Major Basin

The Project Site is not traversed by a major drainage way. The ultimate receiving water is the South Platte River located to the east of the project site.

The Project Site is shown on Flood Insurance Rate Map (FIRM) 08001C0602H, Effective March 5, 2007, Figure 3. The site is shown to be in Zone X Flood Areas on this FIRM map. Zone X Flood Areas are “Areas of Minimal Flood Hazard”.

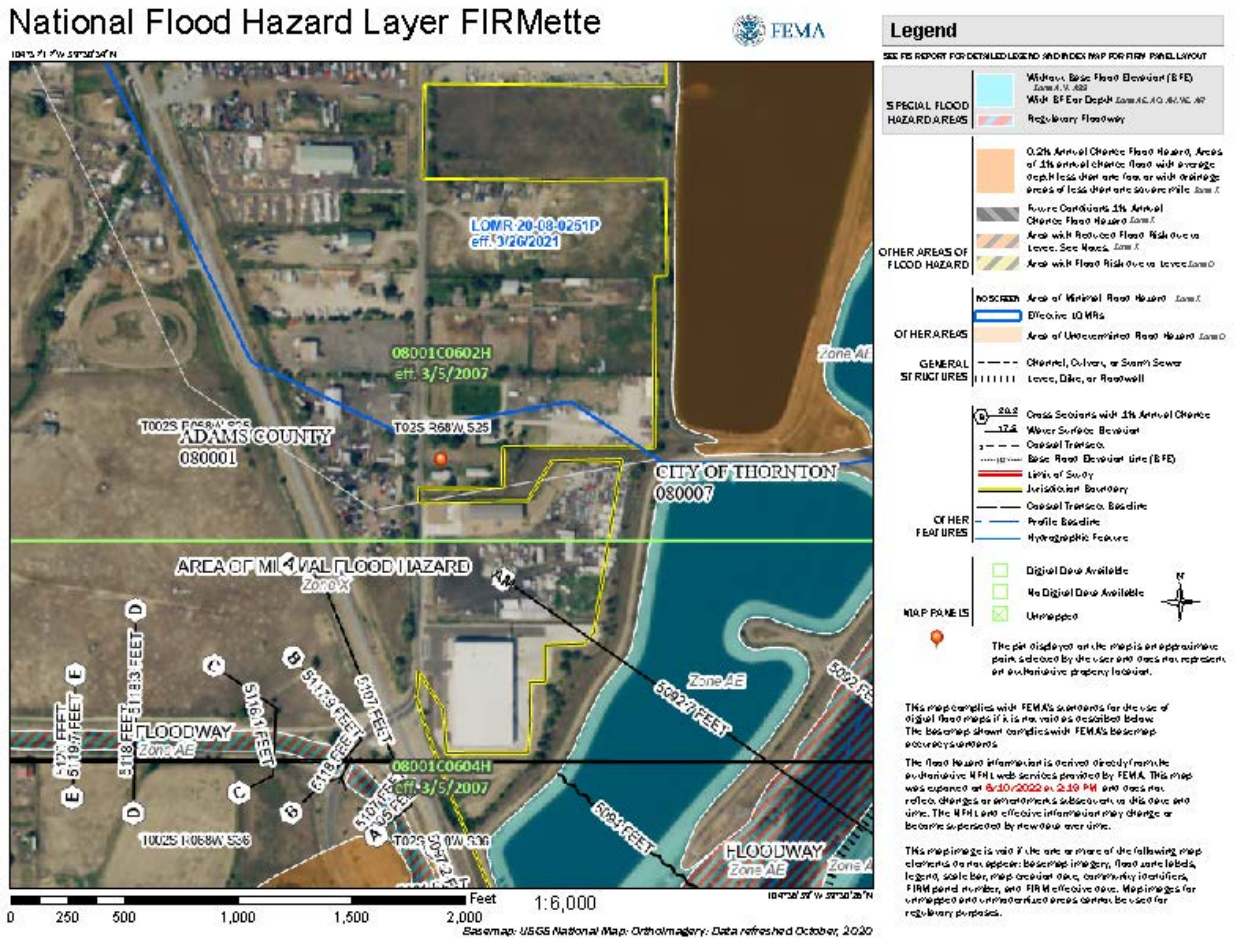


Figure 3: FIRM Map, Panel 08001C0602H, Effective March 5, 2007 (Courtesy FEMA)

Direct Runoff in the major basin drains from the southwest to northeast.

The basin in the area of the project is developed with a mixed use of residential, commercial, and industrial land. Predominate land use in the vicinity of the site is industrial development.

2.2 Sub-Basins

As previously indicated direct runoff from the site drains by overland sheet flow from the west to the east and discharges into the adjacent channel along the south property line. The existing site is analyzed as a single basin with limits defined by the property line designated as Ex Site. The developed site is analyzed as a single basin used to quantify runoff of the site as a whole.

Section 3: DRAINAGE DESIGN CRITERIA

3.1 Regulations

Onsite drainage design will adhere to Adams County Development Standards and Regulations and Urban Storm Drainage Criteria Manual. Proposed drainage concepts and patterns will adhere to existing drainage patterns.

3.2 Hydrologic Criteria

Rainfall intensities are as shown on Figure 9.1 – Time-Intensity-Frequency Curves in section 9-01-04-04 of the Adams County Development Standards and Regulations. Rainfall data used is for the 5-year and 100-year storm frequencies with a time of concentration of 5 minutes.

Storm Frequency (Year)	Rainfall Intensity (in/hr)
5	4.80
100	9.40

Table 2: **Rainfall Intensity** (Courtesy NOAA)

The rational method was used to calculate developed direct runoff for the 5-year and 100-year storm frequencies. Table 6.3 Recommended Percent Impervious Values and Table 6-5 Runoff Coefficients, from UDFCD Volume I standards were referenced to determine Site drainage hydrology, Table 4. Time of concentration was set at 5 minutes for the site.

Sub- Basin	Percent Impervious (%)	Runoff Coefficient 5-year	Runoff Coefficient 100-year
Ex Site	79.15 %	0.68	0.81
Developed Site	79.07 %	0.68	0.81

Table 3: **Percent Impervious & Runoff Coefficients**

3.3 Hydraulic Criteria

There is no proposed storm sewer on the site.

3.4 Detention Criteria

The site qualifies for a waiver of detention per Sec 9-01-11 of the County code. Code allows for a waiver of detention for sites where the total change in impervious area covers approximately 10,000 square feet or less. The areas with changes in imperviousness for the site total 8,124 square feet.

3.5 Waivers

No drainage waivers are requested as part of the proposed design.

Section 4: DRAINAGE FACILITY DESIGN

For the purpose of design, the site is taken as a single basin and quantifies the runoff for the entirety of the site. All site runoff is via surface flow. No storm sewer is proposed.

Developed runoff will discharge into either the roadside curb and gutter of the frontage road or the ditch along the south property line.

4.1 Specific Details

The site is analyzed for both the existing and developed condition. Direct runoff is calculated using the rational method a summary of runoff calculations is provided in Table 4 below. Detailed calculations are provided in the Appendix. Of specific note, developed runoff rates are unchanged from existing conditions. This is achieved because the developed condition introduces new landscaped areas to counteract the increased imperviousness from the new paved area.

Sub-Basin	Area (Acres)	Direct Runoff 5-year (cfs)	Direct Runoff 100-year (cfs)
Ex Site	2.02	5.92	15.74
Dev Site	2.02	5.92	15.74

Table 4: **Direct Runoff Summary**

4.2 Detention and Water Quality

Detention is not required for the site per County code (Sec 9-01-11.1). Water quality is not required for the site per County code (Sec 9-03-03.1).

County code section 9-03-03 states that a Stormwater Quality (SWQ) Permit is required for sites with construction activity that disturbs one or more acres of land or is a part of a larger project which will do or has done the same. Since the area of disturbance for the site is limited to no more than 0.2 acres, and is not part of a larger development, the site does not require a SWQ Permit.

Section 5: CONCLUSIONS

The proposed project will not increase runoff rates in the developed condition. The project was designed in accordance with Adams County Development Standards and Regulations and Mile High Flood District's (formerly Urban Drainage and Flood Control District) criteria. Detention is not required as site imperviousness is not increased. Water quality treatment is not required as disturbance area is less than one acre.

References

1. Adams County Development Standards and Regulations.
2. Urban Storm Drainage Criteria Manual, Vol. 1 and Vol. 2, Mile High Flood District, 2016.
3. Urban Storm Drainage Criteria Manual, Vol. 3, Mile High Flood District, November 2010.
4. US Department of Agriculture Web Soil Survey, Custom Soil Resource Report Larimer County Area, Colorado.
5. Federal Emergency Management Agency, Firmett Web Service, Flood Insurance Rate Map

Appendix A: CRITERIA

1. Rainfall Data
2. Table 6-3 "Recommended Percent Impervious Values"
3. Table 6-5 "Run Off Coefficients (c)"



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps & aerals](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	2.62 (2.04-3.35)	3.22 (2.51-4.13)	4.31 (3.35-5.54)	5.32 (4.12-6.88)	6.88 (5.21-9.36)	8.20 (6.05-11.2)	9.62 (6.85-13.5)	11.2 (7.64-16.1)	13.4 (8.82-19.7)	15.2 (9.72-22.5)
10-min	1.91 (1.49-2.45)	2.35 (1.84-3.02)	3.16 (2.45-4.06)	3.89 (3.01-5.03)	5.03 (3.82-6.85)	6.00 (4.42-8.23)	7.05 (5.02-9.88)	8.19 (5.60-11.8)	9.83 (6.46-14.5)	11.2 (7.11-16.5)
15-min	1.56 (1.22-1.99)	1.91 (1.49-2.45)	2.56 (1.99-3.30)	3.17 (2.45-4.09)	4.09 (3.10-5.57)	4.88 (3.60-6.69)	5.73 (4.08-8.03)	6.66 (4.55-9.56)	7.99 (5.25-11.8)	9.07 (5.78-13.4)
30-min	1.10 (0.856-1.40)	1.34 (1.05-1.73)	1.80 (1.40-2.31)	2.21 (1.71-2.86)	2.85 (2.16-3.87)	3.38 (2.49-4.64)	3.96 (2.82-5.55)	4.59 (3.14-6.59)	5.50 (3.61-8.08)	6.23 (3.97-9.21)
60-min	0.679 (0.530-0.870)	0.832 (0.649-1.07)	1.11 (0.863-1.43)	1.37 (1.06-1.76)	1.76 (1.33-2.38)	2.08 (1.54-2.85)	2.44 (1.74-3.41)	2.82 (1.93-4.05)	3.37 (2.22-4.96)	3.82 (2.43-5.64)
2-hr	0.404 (0.319-0.514)	0.496 (0.391-0.630)	0.662 (0.520-0.842)	0.813 (0.635-1.04)	1.04 (0.798-1.40)	1.24 (0.920-1.68)	1.45 (1.04-2.00)	1.67 (1.16-2.37)	2.00 (1.33-2.90)	2.26 (1.46-3.30)
3-hr	0.292 (0.232-0.369)	0.358 (0.284-0.452)	0.476 (0.376-0.602)	0.584 (0.459-0.741)	0.747 (0.574-0.997)	0.885 (0.662-1.19)	1.03 (0.748-1.42)	1.20 (0.830-1.68)	1.42 (0.951-2.06)	1.61 (1.04-2.34)
6-hr	0.174 (0.140-0.217)	0.211 (0.169-0.264)	0.278 (0.222-0.348)	0.339 (0.269-0.426)	0.430 (0.334-0.567)	0.507 (0.383-0.674)	0.590 (0.431-0.801)	0.679 (0.476-0.945)	0.806 (0.544-1.15)	0.908 (0.595-1.30)
12-hr	0.107 (0.087-0.132)	0.129 (0.104-0.159)	0.167 (0.134-0.206)	0.201 (0.161-0.250)	0.252 (0.197-0.328)	0.295 (0.225-0.387)	0.340 (0.251-0.456)	0.389 (0.275-0.534)	0.458 (0.312-0.644)	0.513 (0.340-0.727)
24-hr	0.065 (0.053-0.080)	0.078 (0.064-0.096)	0.101 (0.082-0.124)	0.121 (0.098-0.149)	0.150 (0.118-0.191)	0.173 (0.133-0.224)	0.198 (0.147-0.261)	0.224 (0.160-0.303)	0.260 (0.179-0.360)	0.289 (0.193-0.404)
2-day	0.038 (0.031-0.046)	0.046 (0.038-0.055)	0.059 (0.049-0.072)	0.070 (0.057-0.085)	0.086 (0.068-0.108)	0.099 (0.076-0.125)	0.111 (0.083-0.145)	0.125 (0.090-0.166)	0.143 (0.099-0.195)	0.157 (0.106-0.217)
3-day	0.028 (0.023-0.033)	0.033 (0.027-0.040)	0.042 (0.035-0.050)	0.049 (0.041-0.060)	0.060 (0.048-0.075)	0.069 (0.054-0.087)	0.078 (0.059-0.100)	0.087 (0.063-0.115)	0.099 (0.069-0.135)	0.109 (0.074-0.149)
4-day	0.022 (0.018-0.026)	0.026 (0.022-0.031)	0.033 (0.027-0.039)	0.038 (0.032-0.046)	0.047 (0.037-0.058)	0.053 (0.042-0.067)	0.060 (0.045-0.077)	0.067 (0.049-0.088)	0.077 (0.054-0.103)	0.084 (0.057-0.115)
7-day	0.014 (0.012-0.017)	0.017 (0.014-0.020)	0.021 (0.017-0.025)	0.024 (0.020-0.029)	0.029 (0.023-0.036)	0.033 (0.026-0.041)	0.037 (0.028-0.047)	0.041 (0.030-0.053)	0.046 (0.033-0.062)	0.051 (0.035-0.069)
10-day	0.011 (0.009-0.013)	0.013 (0.011-0.015)	0.016 (0.013-0.019)	0.018 (0.015-0.022)	0.022 (0.018-0.027)	0.024 (0.019-0.030)	0.027 (0.021-0.034)	0.030 (0.022-0.039)	0.034 (0.024-0.045)	0.037 (0.026-0.050)
20-day	0.007 (0.006-0.008)	0.008 (0.007-0.010)	0.010 (0.008-0.011)	0.011 (0.009-0.013)	0.013 (0.011-0.016)	0.015 (0.012-0.018)	0.016 (0.012-0.020)	0.018 (0.013-0.022)	0.020 (0.014-0.026)	0.021 (0.015-0.028)
30-day	0.006 (0.005-0.007)	0.006 (0.006-0.007)	0.008 (0.007-0.009)	0.009 (0.007-0.010)	0.010 (0.008-0.012)	0.011 (0.009-0.013)	0.012 (0.010-0.015)	0.013 (0.010-0.017)	0.015 (0.011-0.019)	0.016 (0.011-0.021)
45-day	0.004 (0.004-0.005)	0.005 (0.004-0.006)	0.006 (0.005-0.007)	0.007 (0.006-0.008)	0.008 (0.007-0.009)	0.009 (0.007-0.011)	0.010 (0.008-0.012)	0.010 (0.008-0.013)	0.011 (0.008-0.015)	0.012 (0.009-0.016)
60-day	0.004 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.007)	0.007 (0.006-0.008)	0.008 (0.006-0.009)	0.008 (0.007-0.010)	0.009 (0.007-0.011)	0.010 (0.007-0.012)	0.010 (0.007-0.013)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

Table 6-3. Recommended percentage imperviousness values

Land Use or Surface Characteristics	Percentage Imperviousness (%)
Business:	
Downtown Areas	95
Suburban Areas	75
Residential lots (lot area only):	
Single-family	
2.5 acres or larger	12
0.75 – 2.5 acres	20
0.25 – 0.75 acres	30
0.25 acres or less	45
Apartments	75
Industrial:	
Light areas	80
Heavy areas	90
Parks, cemeteries	10
Playgrounds	25
Schools	55
Railroad yard areas	50
Undeveloped Areas:	
Historic flow analysis	2
Greenbelts, agricultural	2
Off-site flow analysis (when land use not defined)	45
Streets:	
Paved	100
Gravel (packed)	40
Drive and walks	90
Roofs	90
Lawns, sandy soil	2
Lawns, clayey soil	2

Table 6-5. Runoff coefficients, *c* (continued)

Total or Effective % Impervious	NRCS Hydrologic Soil Group C						
	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year	500-Year
2%	0.01	0.05	0.15	0.33	0.40	0.49	0.59
5%	0.03	0.08	0.17	0.35	0.42	0.5	0.6
10%	0.06	0.12	0.21	0.37	0.44	0.52	0.62
15%	0.1	0.16	0.24	0.4	0.47	0.55	0.64
20%	0.14	0.2	0.28	0.43	0.49	0.57	0.65
25%	0.18	0.24	0.32	0.46	0.52	0.59	0.67
30%	0.22	0.28	0.35	0.49	0.54	0.61	0.68
35%	0.26	0.32	0.39	0.51	0.57	0.63	0.7
40%	0.3	0.36	0.43	0.54	0.59	0.65	0.71
45%	0.34	0.4	0.46	0.57	0.62	0.67	0.73
50%	0.38	0.44	0.5	0.6	0.64	0.69	0.75
55%	0.43	0.48	0.54	0.63	0.66	0.71	0.76
60%	0.47	0.52	0.57	0.65	0.69	0.73	0.78
65%	0.51	0.56	0.61	0.68	0.71	0.75	0.79
70%	0.56	0.61	0.65	0.71	0.74	0.77	0.81
75%	0.6	0.65	0.68	0.74	0.76	0.79	0.82
80%	0.65	0.69	0.72	0.77	0.79	0.81	0.84
85%	0.7	0.73	0.76	0.79	0.81	0.83	0.86
90%	0.74	0.77	0.79	0.82	0.84	0.85	0.87
95%	0.79	0.81	0.83	0.85	0.86	0.87	0.89
100%	0.83	0.85	0.87	0.88	0.89	0.89	0.9

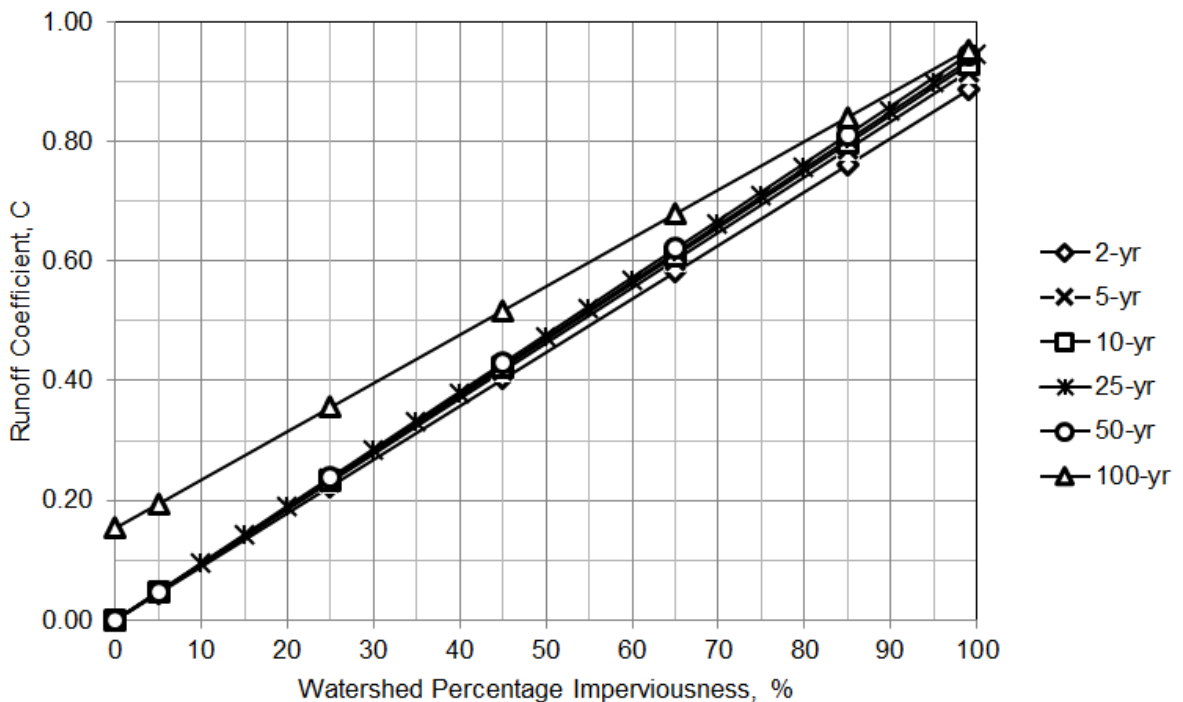


Figure 6-1. Runoff coefficient vs. watershed imperviousness NRCS HSG A

Appendix B: HYDROLOGY, HYDRAULICS

1. Basin Composite Imperviousness and Runoff Coefficients
2. Runoff Calculations

Perception Design Group, Inc.
 6901 South Pierce Street, Suite 315
 Littleton, Colorado 80128
 (303) 232-8088 Fax (303) 232-5255

Designed by: JWD
 Date: 8-Jul-22
 Job Number: 2022-013

Project: DTI Trucks

COMPOSITE RUNOFF COEFFICIENTS

Catchment	ROOF		ROADBASE		PAVEMENT		LANDSCAPING		Composite C	Catchment Area (Ac.)	Imperviousness
	Area (Ac.)	C	Area (Ac.)	C	Area (Ac.)	C	Area (Ac.)	C			
	Imperviousness = 90%	0.90	Imperviousness = 80%	0.80	Imperviousness = 100%	1.00	Imperviousness = 2%	0.02			
Developed Site (5-Year)	0.00	0.77	1.82	0.69	0.14	0.85	0.06	0.05	0.68	2.02	
Developed Site (100-Year)	0.00	0.85	1.82	0.81	0.14	0.89	0.06	0.49	0.81	2.02	79.07%
Ex Site (5-Year)	0.00	0.77	1.91	0.69	0.07	0.85	0.04	0.05	0.68	2.02	
Ex Site (100-Year)	0.00	0.85	1.91	0.81	0.07	0.89	0.04	0.49	0.81	2.02	79.15%

Perception Design Group, Inc.
 6901 South Pierce Street, Suite 315
 Littleton, Colorado 80128
 (303) 232-8088 Fax (303) 232-5255

Designed by: JWD
 Date: 8-Jul-22
 Job Number: 2022-013

Project: DTI Trucks

RUNOFF CALCULATIONS
(RATIONAL METHOD)

Design Storm: 5-Yr.

		Direct Runoff						
Design	Basin	Area	Runoff	CA	Tc	I	Q	
Point	Desig.	(Acres)	Coefficient		(min)	(in/hr)	(cfs)	
	Dev Site	2.02	0.68	1.37	5.0	4.31	5.92	
	Ex Site	2.02	0.68	1.37	5.0	4.31	5.92	

Perception Design Group, Inc.
 6901 South Pierce Street, Suite 315
 Littleton, Colorado 80128
 (303) 232-8088 Fax (303) 232-5255

Designed by: JWD
 Date: 8-Jul-22
 Job Number: 2022-013

Project: DTI Trucks

RUNOFF CALCULATIONS
(RATIONAL METHOD)

Design Storm: 100-Yr.

		Direct Runoff						
Design	Basin	Area	Runoff	CA	Tc	I	Q	
Point	Desig.	(Acres)	Coefficient		(min)	(in/hr)	(cfs)	
	Dev Site	2.02	0.81	1.64	5.0	9.62	15.74	
	Ex Site	2.02	0.81	1.64	5.0	9.62	15.74	

Appendix C: FIRM AND SOILS DATA

1. FIRM
2. Soils Map and Data

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 13. The **horizontal datum** was NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NINGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, MD 20910-3282

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov/>.

Base map information shown on this FIRM was provided by the Adams County and Incorporated Areas GIS departments. The coordinate system used for the production of the digital FIRM is Universal Transverse Mercator, Zone 13N, referenced to North American Datum of 1983 and the GRS 80 spheroid, Western Hemisphere.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://www.msc.fema.gov/>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/>.

This digital Flood Insurance Rate Map (FIRM) was produced through a cooperative partnership between the State of Colorado Water Conservation Board, the Urban Drainage and Flood Control District, and the Federal Emergency Management Agency (FEMA). The State of Colorado Water Conservation Board and the Urban Drainage and Flood Control District have implemented a long-term approach of floodplain management to reduce the costs associated with flooding. As part of this effort, both the State of Colorado and the Urban Drainage and Flood Control District have joined in Cooperating Technical Partner agreements with FEMA to produce this digital FIRM.

Additional flood hazard information and resources are available from local communities, the Colorado Water Conservation Board, and the Urban Drainage and Flood Control District.



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

Floodplain boundary

Floodway boundary

Zone D boundary

CBRS and OPA boundary

Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities

Base Flood Elevation line and value; elevation in feet*

Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988 (NAVD 88)

Cross section line

Transect line

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

1000-meter Universal Transverse Mercator grid ticks, zone 13

5000-foot grid ticks: Alabama State Plane coordinate system, east zone (FIPSZONE 0101), State Plane coordinate system, east zone (FIPSZONE 0101), State Plane coordinate system, east zone (FIPSZONE 0101)

Bench mark (see explanation in Notes to Users section of this FIRM panel)

River Mile

MAP REPOSITORIES

Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

August 16, 1995

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

March 5, 2007 - to update map format.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



MAP SCALE 1" = 500'
250 0 500 1000 FEET
150 0 150 300 METERS

PANEL 0602H

FIRM FLOOD INSURANCE RATE MAP
ADAMS COUNTY, COLORADO AND INCORPORATED AREAS

PANEL 602 OF 1150
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

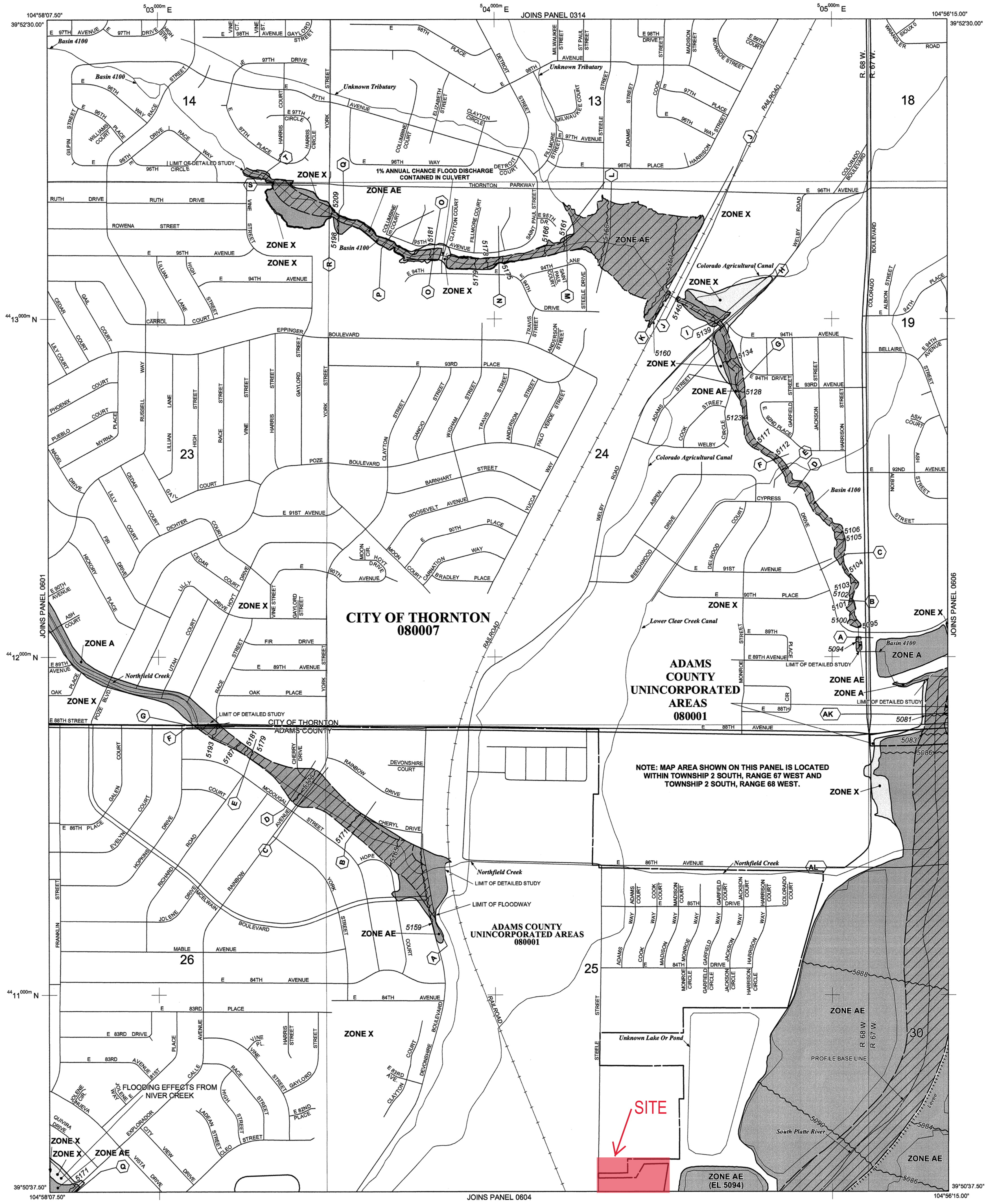
CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ADAMS COUNTY	08001	0602	H
THORNTON, CITY OF	08007	0602	H

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 08001C0602H
MAP REVISED MARCH 5, 2007

Federal Emergency Management Agency



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 2 SOUTH, RANGE 67 WEST AND TOWNSHIP 2 SOUTH, RANGE 68 WEST.

SITE

39°50'37.50" N
104°58'07.50" W

39°50'37.50" N
104°58'07.50" W

JOINS PANEL 0804

39°50'37.50" N
104°58'15.00" W

39°50'37.50" N
104°58'15.00" W

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be used in conjunction with the FIRM for purposes of construction and/or floodplain management.

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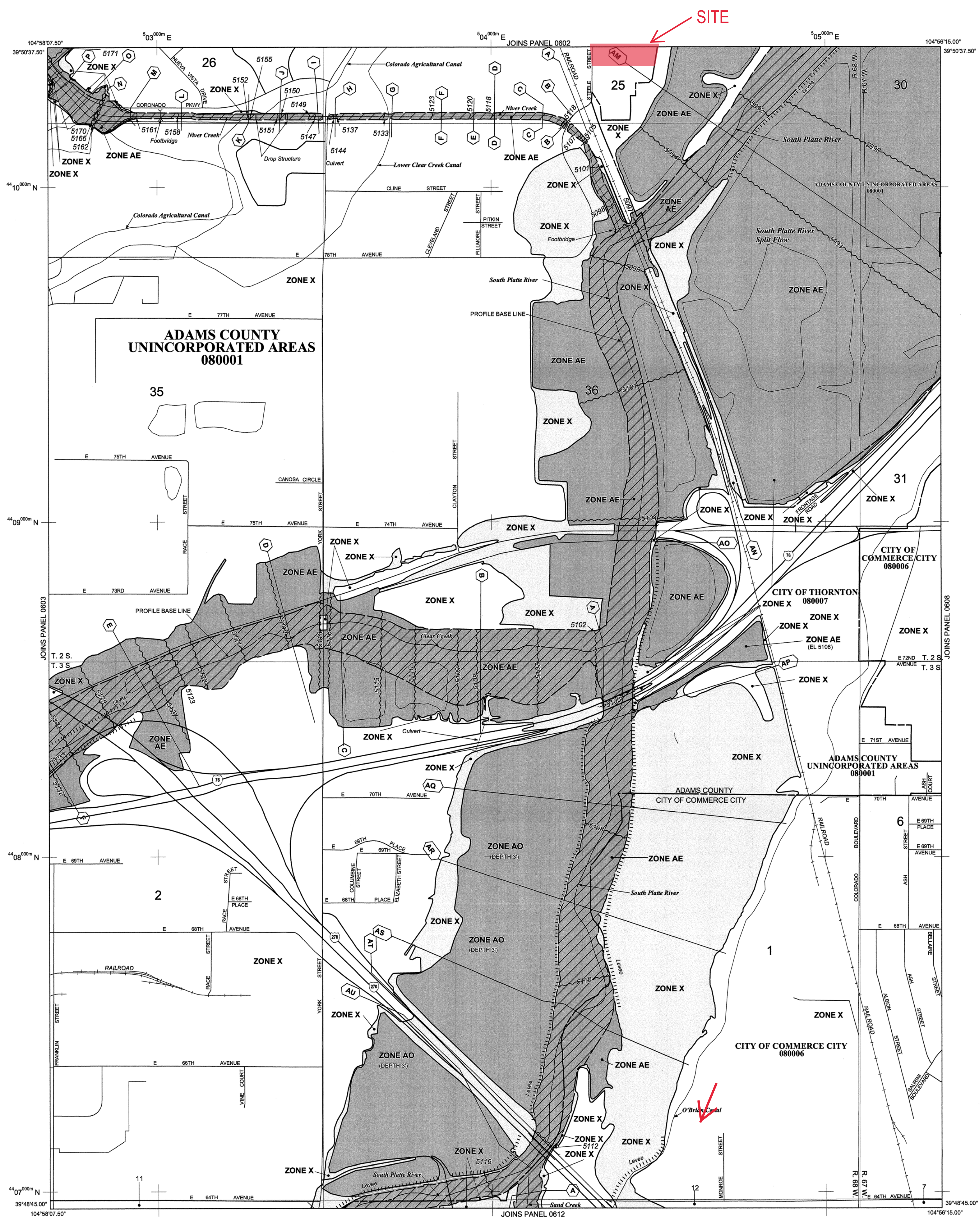
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Additional flood hazard information and resources are available from local communities, the Colorado Water Conservation Board, and the Urban Drainage and Flood Control District.



LEGEND

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ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE A99 Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

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OTHER AREAS

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COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- Zone boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities
- Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988 (NAVD 88)

(A) (A) Cross section line

(2) (2) Transect line

97°07'30", 32°22'30"
42°5'20"N
6000000 M

1000-meter Universal Transverse Mercator grid ticks, zone 13
5000-foot grid ticks: Alabama State Plane coordinate system, east zone (FIPSZONE 0101), Transverse Mercator

DX5510 Bench mark (see explanation in Notes to Users section of this FIRM panel)

M1.5 River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
August 16, 1995

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
March 5, 2007 - to update map format.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

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MAP SCALE 1" = 500'

250 0 500 1000 FEET
150 0 150 300 METERS

PANEL 0604H

FIRM FLOOD INSURANCE RATE MAP

ADAMS COUNTY, COLORADO AND INCORPORATED AREAS

PANEL 604 OF 1150
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ADAMS COUNTY	06001	0604	H
COMMERCE CITY, CITY OF	06006	0604	H
THORNTON, CITY OF	06007	0604	H

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 08001C0604H

MAP REVISED MARCH 5, 2007

Federal Emergency Management Agency



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Adams County Area, Parts of Adams and Denver Counties, Colorado



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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Contents

Preface	2
How Soil Surveys Are Made	5
Soil Map	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	12
Map Unit Descriptions.....	12
Adams County Area, Parts of Adams and Denver Counties, Colorado.....	14
NuA—Nunn clay loam, 0 to 1 percent slopes.....	14
References	16

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

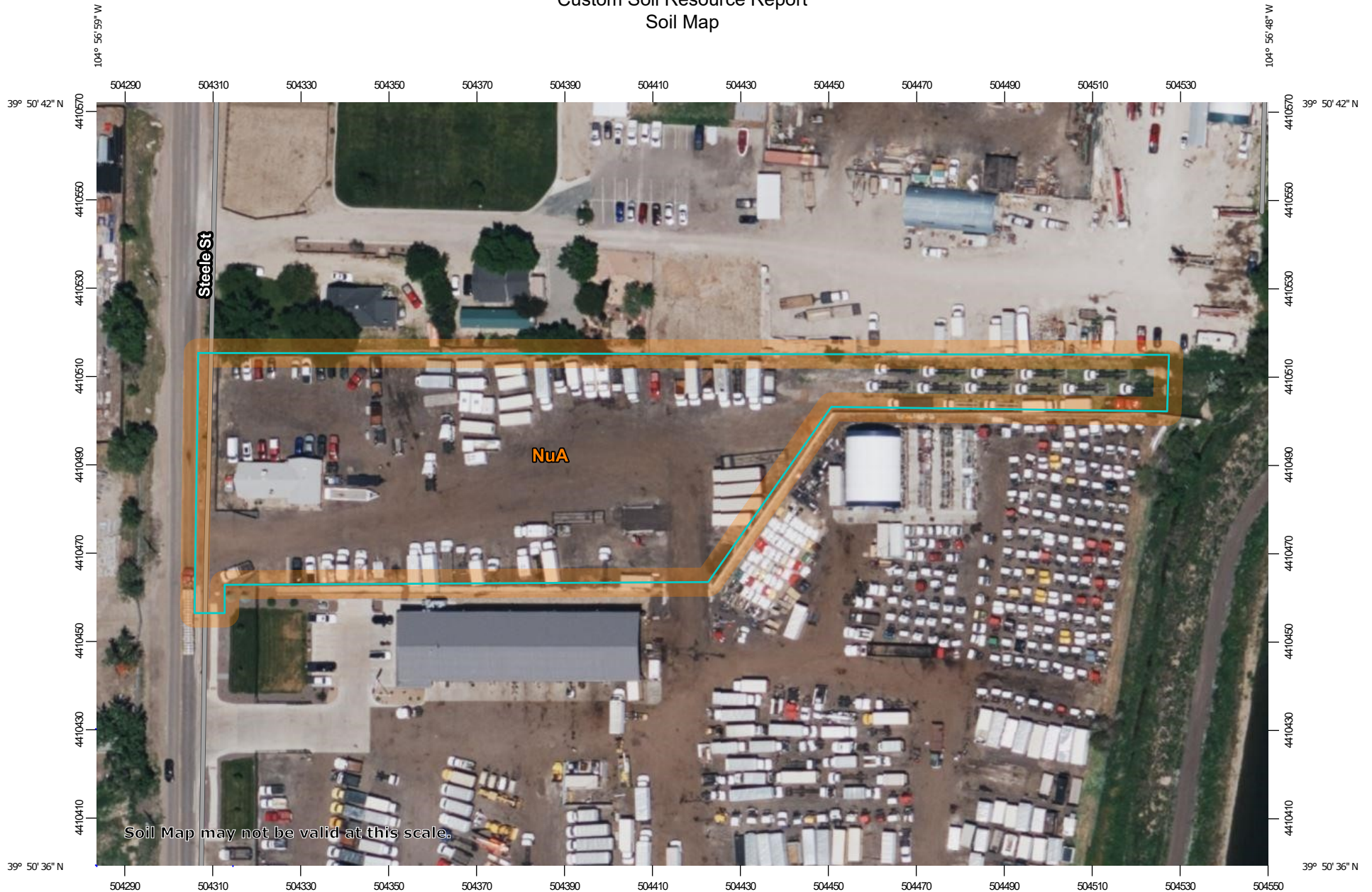
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

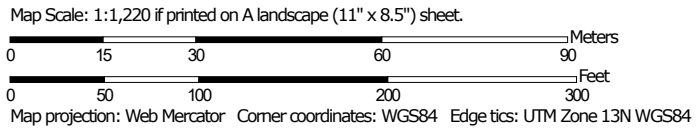
Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Adams County Area, Parts of Adams and Denver Counties, Colorado
 Survey Area Data: Version 18, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 9, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
NuA	Nunn clay loam, 0 to 1 percent slopes	2.0	100.0%
Totals for Area of Interest		2.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Adams County Area, Parts of Adams and Denver Counties, Colorado

NuA—Nunn clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2t1ng
Elevation: 4,100 to 5,700 feet
Mean annual precipitation: 14 to 15 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 152 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Nunn and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nunn

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Pleistocene aged alluvium and/or eolian deposits

Typical profile

Ap - 0 to 6 inches: clay loam
Bt1 - 6 to 10 inches: clay loam
Bt2 - 10 to 26 inches: clay loam
Btk - 26 to 31 inches: clay loam
Bk1 - 31 to 47 inches: loam
Bk2 - 47 to 80 inches: loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 7 percent
Maximum salinity: Nonsaline (0.1 to 1.0 mmhos/cm)
Sodium adsorption ratio, maximum: 0.5
Available water supply, 0 to 60 inches: High (about 9.1 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: R067BY042CO - Clayey Plains
Hydric soil rating: No

Minor Components

Heldt

Percent of map unit: 10 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R067BY042CO - Clayey Plains

Hydric soil rating: No

Wages

Percent of map unit: 5 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R067BY002CO - Loamy Plains

Hydric soil rating: No

References

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

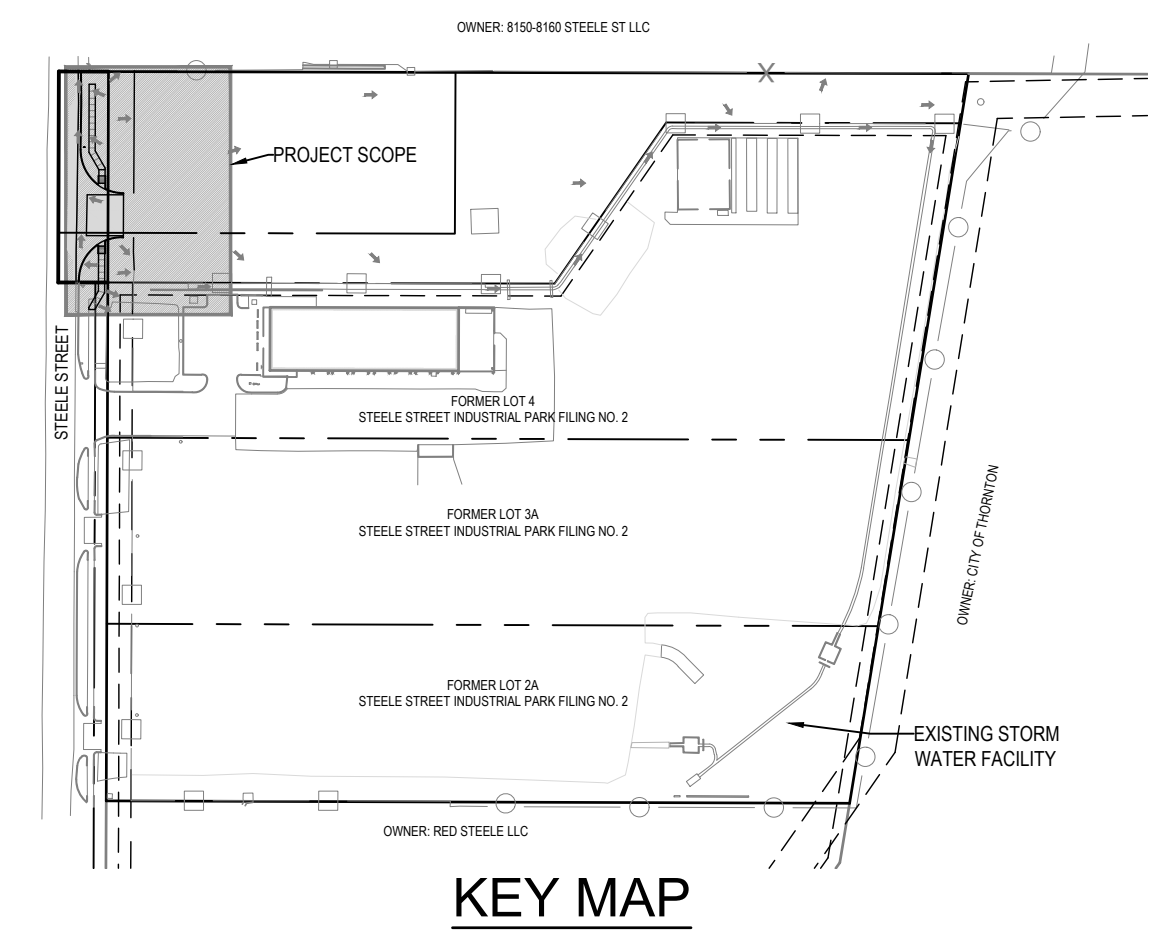
Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

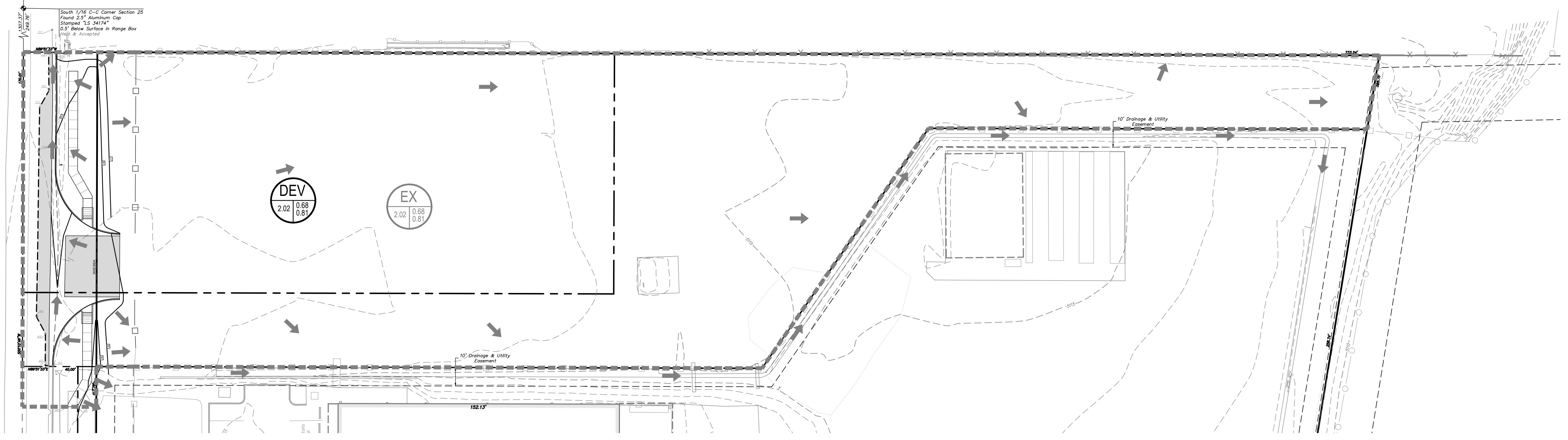
United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

Appendix D: DRAINAGE MAP



KEY MAP



South 1/4 Section 25
Found 2.25" Aluminum Cap
Stamped "S 34174"
0.5' Below Surface in Range Box
Flag & Accepted

LEGEND

- PROPERTY LINE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED HANDICAP RAMP
- EXISTING CONTOUR
- PROPOSED CONTOUR
- BASIN DESIGNATION
- 5 YR RUNOFF COEFFICIENT
- 100 YR RUNOFF COEFFICIENT
- BASIN AREA (IN ACRES)
- BASIN BOUNDARY LINE
- FLOW ARROW

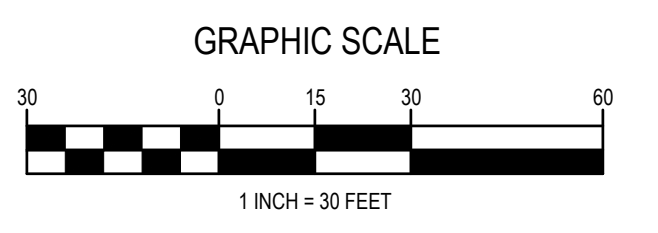
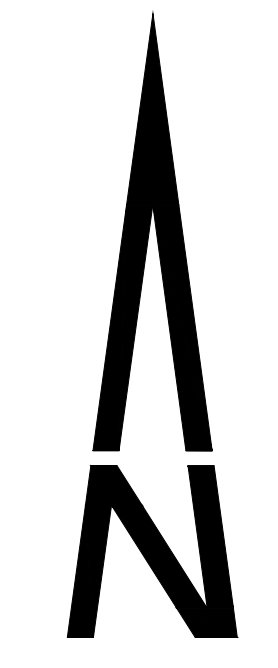
SUMMARY RUNOFF TABLE

	CONTRIBUTING AREA	5 YEAR RUNOFF (CFS)	100 YEAR RUNOFF (CFS)
EX	2.02	5.92	15.74
DEV	2.02	5.92	15.74

AREA WITH A CHANGE IN IMPERVIOUSNESS = ±0.18 ACRES (APPROX. 8,000 SF)
AREA OF DISTURBANCE = ±0.25 ACRES (APPROX. 11,000 SF)

BENCHMARK

NGS BENCHMARK "E 392"
LOCATED AT THE JUNCTION OF THE UNION PACIFIC RAILROAD AND EAST 72ND AVENUE, 219.8 FEET NORTHEAST OF THE CENTERLINE OF THE AVENUE, 28.2 FEET SOUTHEAST OF THE NEAR RAIL.
ELEVATION = 5133.10 FEET (NAVD 1988)



PREPARED UNDER THE DIRECT SUPERVISION OF JERRY W. DAVIDSON, P.E. COLORADO REG # 30228 FOR AND ON BEHALF OF PERCEPTION DESIGN GROUP, INC.

NO.	DATE	DESCRIPTION	REVISIONS
07/07/22	INITIAL SUBMITTAL		

DRAINAGE MAP
DTI TRUCKS
LOT 1, BLOCK 1, STEELE STREET INDUSTRIAL PARK FILING NO. 3
PARCEL IN THE SE 1/4 OF SEC 25, T2S, R68W 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO

Design By: JWD
Approved By: JWD
Project No.: 2022-013
Date: 06-15-2022



THE TYPE, SIZE, LOCATION, AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ON THE SITE, AND OFFSITE IN WORK AREAS. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO DATE OF CONSTRUCTION. FOR INFORMATION CONTACT: UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) - 1-800-922-1987. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY SIZE AND HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE.

From: Scott Bennetts [<mailto:sbennetts@ltgc.com>]
Sent: Monday, March 7, 2022 12:45 PM
To: Todd Carlson <todd@dtitrucks.com>
Subject: Commitment (8040 - 8080 STEELE STREET)(Buyer: DTI HOLDINGS)(Our 70764012)



Your Documents from Land Title

INFORMATIONAL UPDATE AS REQUESTED.

- [Commitment](#)



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**

Order Number: **ABC70764012**

Date: **03/07/2022**

Property Address: **8040 - 8080 STEELE STREET, DENVER, CO 80229**

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

For Closing Assistance

For Title Assistance

Scott Bennetts
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4175 (Work)
sbennetts@ltgc.com

Buyer/Borrower

DTI HOLDINGS, LLC
Attention: TODD CARLSON
todd@dtitrucks.com
Delivered via: Electronic Mail



**Land Title Guarantee Company
Estimate of Title Fees**

Order Number: **ABC70764012**

Date: **03/07/2022**

Property Address: **8040 - 8080 STEELE STREET, DENVER, CO 80229**

Parties: **DTI HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY
DTI HOLDINGS, 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" Owner's Policy 06-17-06

TBD

Total TBD

If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.

Thank you for your order!

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

Chain of Title Documents:

- [Adams county recorded 12/03/2015 under reception no. 2015000101107](#)

Plat Map(s):

- [Adams county recorded 11/17/2006 under reception no. 2006001001970](#)
- [Denver county recorded 05/24/2015 under reception no. 49316](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70764012

Property Address:

8040 - 8080 STEELE STREET, DENVER, CO 80229

1. Effective Date:

03/01/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

Proposed Insured:

DTI HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

TBD

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:

DTI HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A:

LOTS 2A AND 3A, STEELE STREET INDUSTRIAL PARK FILING NO. 2, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

LOT 4, STEELE STREET INDUSTRIAL PARK, COUNTY OF ADAMS, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC70764012

All of the following Requirements must be met:

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

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

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

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

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

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

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABC70764012

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF SOUTH PLATTE RIVER.
10. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF SOUTH PLATTE RIVER FLOOD CONTROL CHANNEL.
11. EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, FOR TELEPHONE AND TELEGRAPH LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 16, 1927, IN BOOK 163 AT PAGE [268](#).
QUIT CLAIM DEED OF A PORTION OF SAID LAND RECORDED NOVEMBER 19, 1962 IN BOOK 1029 AT PAGE [169](#).
12. EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION SYSTEM, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 26, 1943, IN BOOK 286 AT PAGE [521](#) AND [524](#).
QUIT CLAIM DEED OF A PORTION OF SAID LAND RECORDED NOVEMBER 19, 1962 IN BOOK 1029 AT PAGE [169](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AND AGREEMENT RECORDED FEBRUARY 16, 1967 IN BOOK 1346 AT PAGE [115](#). QUIT CLAIM DEED IN CONNECTION THEREWITH RECORDED AUGUST 30, 1991 IN BOOK 3812 AT PAGE [95](#). SPECIAL WARRANTY DEED IN CONNECTION THEREWITH RECORDED NOVEMBER 30, 2000 IN BOOK 6340 AT PAGE [384](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES RECORDED JULY 22, 1969 IN BOOK 1531 AT PAGE [472](#). QUIT CLAIM DEED IN CONNECTION THEREWITH RECORDED AUGUST 30, 1991 IN BOOK 3812 AT PAGE [95](#).
15. SOUTH PLATTE RIGHT-OF-WAY, FLOOD CONTROL CHANNEL AND LEVEE, AS THE SAME ARE DEPICTED ON MOBILE PREMIX CONCRETE INC. PLANNED UNIT DEVELOPMENT RECORDED OCTOBER 21, 1975 UNDER RECEPTION NO. [A099755](#).
16. EVIDENCE OF A 48" INTERCEPTOR SEWER PIPE AS DISCLOSED BY ASSIGNMENT RECORDED AUGUST 30, 1991 IN BOOK 3812 AT PAGE [98](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT RECORDED NOVEMBER 30, 2000 IN BOOK 6340 AT PAGE [380](#).
18. **REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT** AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [C0971482](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISION RECORDED NOVEMBER 16, 2006 UNDER RECEPTION NO. [1001627](#).
20. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF STEELE STREET INDUSTRIAL PARK RECORDED NOVEMBER 17, 2006 UNDER RECEPTION NO. [1001970](#).
21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF STEELE STREET INDUSTRIAL PARK FILING NO. 2 RECORDED JUNE 24, 2015 UNDER RECEPTION NO. [2015000049316](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 23, 2016 UNDER RECEPTION NO. [2016000079793](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. [2017000001624](#).
24. DEED OF TRUST DATED MARCH 10, 2020 FROM DTI HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF GREAT WESTERN BANK TO SECURE THE SUM OF \$127,500.00 RECORDED MARCH 12, 2020 UNDER RECEPTION NO. [2020000024230](#).
SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MARCH 12, 2020 UNDER RECEPTION NO. [2020000024231](#).
25. DEED OF TRUST DATED AUGUST 26, 2020, FROM DTI HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF CITYWIDE BANKS TO SECURE THE SUM OF \$2,800,000.00 RECORDED AUGUST 28, 2020, UNDER RECEPTION NO. [2020000085352](#).
SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED AUGUST 28, 2020, UNDER RECEPTION NO. [2020000085353](#).

26. DEED OF TRUST DATED AUGUST 28, 2020, FROM DTI HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF CITYWIDE BANKS TO SECURE THE SUM OF \$1,350,000.00 RECORDED AUGUST 28, 2020, UNDER RECEPTION NO. [202000085354](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED AUGUST 28, 2020, UNDER RECEPTION NO. [202000085355](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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).

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

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

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

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

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

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.

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

The Company must receive payment of the appropriate premium.

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

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

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

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

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

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

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading

facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



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

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

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

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

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

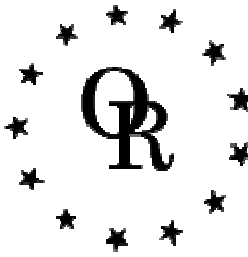
Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 1. the Notice;
 2. the Commitment to Issue Policy;
 3. the Commitment Conditions;
 4. Schedule A;
 5. Schedule B, Part I—Requirements; and
 6. Schedule B, Part II—Exceptions; and
 7. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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

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

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

8. **PRO-FORMA POLICY**

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

9. **ARBITRATION**

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

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

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



Craig B. Rants, Senior Vice
President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Scott Bennetts

Title Officer - Commercial
Land Title Guarantee Company
5975 Greenwood Plaza Blvd.
Greenwood Village, CO 80111
Work: (303) 850-4175 x4175
Work Fax: (303) 393-4822
sbennetts@ltgc.com
www.ltgc.com



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

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template: commitment.html 08/2016

Empire Title North, LLC

12000 Pecos Street, Suite 275
Westminster, CO 80234
Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **March 21, 2022**
File Number: **203083**
Property Address: **8080 Steele Street, Denver, CO 80229**
Borrower: **DTI Holdings, LLC**

Please deliver to the Following Customers:

To:		Attn:	
To:	DTI Holdings, LLC 8955 W 44th Ave Wheat Ridge, CO 80033	Attn:	
To:	Empire Title North, LLC 12000 Pecos Street, Suite 275 Westminster, CO 80234	Attn:	Carrie D. Stetson

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at (303) 280-1669. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Carrie D. Stetson**
Phone Number: (303) 280-1669 Fax Number: (303) 280-0801

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment Number: 203083
AMENDMENT NUMBER:
PROPERTY ADDRESS:
8080 Steele Street, Denver, CO 80229
SCHEDULE #: R0054788

1. Effective date: **March 18, 2022 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
-------------------------------------	--------	---------

A. ALTA Owner's Policy - Proposed Insured:	\$	\$
--	----	----

B. ALTA Loan Policy - Proposed Insured	\$	\$
--	----	----

C. None - Proposed Insured:	\$	\$
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Endorsement	\$
Endorsement	\$
WORK CHARGE	\$300.00

TOTAL

\$
\$
\$
\$
\$
<hr/>
\$300.00

3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

DTI Holdings, LLC, a Colorado limited liability company

4. The land referred to in this commitment is described as follows:

See Exhibit A attached hereto and made a part hereof.

Exhibit A

A TRACT OR PARCEL OF LAND IN THE S ½SE¼ OF SECTION 25, TOWNSHIP 2 SOUTH RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN ADAMS COUNTY COLORADO SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SEC. 25 T. 2S. R 68 W. FROM WHICH POINT THE S ¼ CORNER OF SAID SEC. 25 BEARS SOUTH A DISTANCE OF 887.6 FEET; THENCE S. 89°53' E., A DISTANCE OF 400.00 FEET; THENCE N. 34°44' E., A DISTANCE OF 158.0 FEET; THENCE S. 89°53' E., A DISTANCE OF 237.1 FEET MORE OR LESS TO THE WESTERLY LINE OF PARCEL NO. 1, THENCE N. 9°27' E. SAID WESTERLY LINE A DISTANCE OF 40.5 FEET MORE OR LESS TO THE NORTH LINE OF PARCEL 1; THENCE N. 89°53' W. ALONG SAID NORTH LINE EXTENDED, A DISTANCE OF 413.6 FEET; THENCE SOUTH, A DISTANCE OF 130.00 FEET; THENCE N. 89°53' W. A DISTANCE OF 320.0 FEET TO THE NORTH AND SOUTH CENTERLINE OF SAID SEC. 25; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SEC. 25 A DISTANCE OF 40.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING SUBJECT TO ANY ROADWAY ON THE WEST SIDE OF THE PARCEL.

THE ABOVE PARCEL DESCRIPTION WAS TRANSCRIBED FROM PARCEL NO. 2 OF PARCEL B-5 AS PER BOOK 2590 AT PAGE 322.

SCHEDULE B-1

Requirements

The following are 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:

A. NONE – INFORMATIONAL ONLY

THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

SCHEDULE B-2**Exceptions**

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. 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, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. DEED OF TRUST FROM DTI Holdings, LLC TO THE PUBLIC TRUSTEE OF Adams, COUNTY COLORADO FOR THE USE OF CITYWIDE BANKS, TO SECURE \$2,800,000.00 DATED AUGUST 26, 2020 AND RECORDED AUGUST 28, 2020 AT RECEPTION NO. 2020000085352, AND ASSIGNMENT OF RENTS RECORDED AUGUST 28, 2020 AT RECEPTION NO. 2020000085353.
9. DEED OF TRUST FROM DTI Holdings, LLC TO THE PUBLIC TRUSTEE OF Adams, COUNTY COLORADO FOR THE USE OF CITYWIDE BANK, TO SECURE \$1,350,000.00 DATED AUGUST 26, 2020 AND RECORDED AUGUST 28, 2020 AT RECEPTION NO. 2020000085354, AND ASSIGNMENT OF RENTS RECORDED AUGUST 28, 2020 AT RECEPTION NO. 2020000085355.
10. EASEMENT GRANTED BY SUMIO B. YAMASHITA AND MIFUKO YAMASHITA TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED DECEMBER 3, 1963 IN BOOK 1116, PAGE 280.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY CONTRACT RECORDED MARCH 3, 1993 IN BOOK 4032, PAGE 900.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY EASEMENT AND AGREEMENT RECORDED FEBRUARY 16, 1967 IN BOOK 1346, PAGE 115.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY ORDER FOR EXCLUSION RECORDED MAY 18, 1987 IN BOOK 3310, PAGE 397.
14. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS, AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN, RECORDED AUGUST 31, 1953 IN BOOK 474, PAGE 79.
15. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES RECORDED JULY 22, 1969 IN BOOK 1531, PAGE 472.

16. RESERVATIONS MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED OCTOBER 2, 1969 IN BOOK 1549, PAGE 163, PROVIDING SUBSTANTIALLY AS FOLLOWS: RESERVING UNTO SAID COMPANY AND ITS ASSIGNS ALL COAL THAT MAY BE FOUND UNDERNEATH SURFACE OF THE LAND HEREIN DESCRIBED AND THE EXCLUSIVE RIGHT TO PROSPECT AND MINE FOR SAME, ALSO SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY APPEAR NECESSARY FOR PROPER WORKING OF COAL MINES THAT MAY BE DEVELOPED UPON SAID PREMISES, AND FOR TRANSPORTATION OF COAL FROM THE SAME.
17. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY ASSIGNMENT RECORDED AUGUST 30, 1991 IN BOOK 3812, PAGE 98.
18. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY DEED OF EASEMENT RECORDED NOVEMBER 30, 2000 IN BOOK 6340, PAGE 380.
19. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SPECIAL WARRANTY DEED RECORDED NOVEMBER 30, 2000 IN BOOK 6340, PAGE 384.
20. ANY AND ALL UNPAID TAXES AND ASSESSMENTS.

EMPIRE TITLE NORTH, LLC

Disclosures

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 will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: 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 C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company (“WLTIC”) values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC’s website at www.wltic.com.

EXHIBIT A

A tract or parcel of land in the S ½ SE ¼ of Section 25, Township 2 South Range 68 West of the 6th Principal Meridian, in Adams County Colorado said tract or parcel being more particularly described as follows:

Beginning at a point on the north and south centerline of Sec. 25 T. 2S. R 68 W. from which point the S ¼ corner of Said Sec. 25 bears South a distance of 887.6 feet; Thence S. 89°53' E., a distance of 400.00 feet; Thence N. 34°44' E., a distance of 158.0 feet; Thence S. 89°53' E., a distance of 237.1 feet more or less to the westerly line of parcel No. 1, Thence N. 9°27' E. said westerly line a distance of 40.5 feet more or less to the north line of parcel 1; Thence N. 89°53' W. along said north line extended, a distance of 413.6 feet; thence south, a distance of 130.00 feet; Thence N. 89°53' W. a distance of 320.0 feet to the north and south centerline of said Sec. 25; Thence south along the north and south centerline of said Sec. 25 a distance of 40.0 feet, more or less to the point of beginning subject to any roadway on the west side of the parcel.

The above parcel description was transcribed from Parcel No. 2 of Parcel B-5 as per Book 2590 at Page 322.

RECORDATION REQUESTED BY:

CITYWIDE BANKS
DTC BANKING CENTER
4600 S. SYRACUSE STREET, #150
DENVER, CO 80237-2768

WHEN RECORDED MAIL TO:

CITYWIDE BANKS
DTC BANKING CENTER
4600 S. SYRACUSE STREET, #150
DENVER, CO 80237-2768

FOR RECORDER'S USE ONLY



0340

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$2,800,000.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated August 26, 2020, among DTI HOLDINGS, LLC, whose address is 8955 W 44TH AVENUE, WHEAT RIDGE, CO 80033; A COLORADO LIMITED LIABILITY COMPANY ("Grantor"); CITYWIDE BANKS, whose address is DTC BANKING CENTER, 4600 S. SYRACUSE STREET, #150, DENVER, CO 80237-2768 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of ADAMS County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ADAMS County, State of Colorado:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 8040-8100 STEELE STREET, DENVER, CO 80229.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property,

**DEED OF TRUST
(Continued)**

Page 2

whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**DEED OF TRUST
(Continued)**

Page 3

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the Insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, provided, however, to the extent any such Real Property description, title insurance policy, title report or final title opinion includes any reference to or any document referencing "statutory exceptions", Grantor shall nonetheless warrant and forever defend the title to the Property against all such statutory exceptions, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**DEED OF TRUST
(Continued)**

Page 4

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess,

**DEED OF TRUST
(Continued)**

Page 5

if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

DEED OF TRUST
(Continued)

Page 6

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means CITYWIDE BANKS, and its successors and assigns.

Borrower. The word "Borrower" means DTI HOLDINGS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1980, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means DTI HOLDINGS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means CITYWIDE BANKS, its successors and assigns.

Note. The word "Note" means the promissory note dated August 26, 2020, in the original principal amount of \$2,800,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of ADAMS County, Colorado.

DEED OF TRUST
(Continued)

Page 7

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

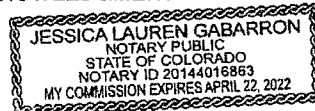
DTI HOLDINGS, LLC

By: Tony J Douglas
TONY J DOUGLAS, Manager of DTI HOLDINGS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado
COUNTY OF Denver

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) SS
)



This record was acknowledged before me on August 26th, 2020 by TONY J DOUGLAS, Manager of DTI HOLDINGS, LLC.

Jessica Lauren Gabarron
Signature of Notarial Officer
Notary Public in and for the State of Colorado
My commission expires April 22, 2022

Exhibit "A"

PARCEL A:

LOTS 2A AND 3A, STEELE STREET INDUSTRIAL PARK FILING NO. 2, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL B:

LOT 4, STEELE STREET INDUSTRIAL PARK, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL C:

BEGINNING AT A POINT 15 RODS SOUTH OF THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST, THENCE RUNNING EAST AT RIGHT ANGLES AND 15 RODS SOUTH OF NORTH LINE OF SAID SE $\frac{1}{4}$ ABOVE MENTIONED, 320 FEET, THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 130 FEET, THENCE RUNNING WEST AT RIGHT ANGLES A DISTANCE OF 320 FEET, THENCE RUNNING NORTH AT RIGHT ANGLES A DISTANCE OF 130 FEET TO BEGINNING, EXCEPT COUNTY ROAD OFF WEST SIDE THEREOF;
COUNTY OF ADAMS, STATE OF COLORADO

PARCEL D:

A TRACT OR PARCEL OF LAND IN THE S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 2 SOUTH RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN ADAMS COUNTY COLORADO SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SEC. 25 T. 2S. R 68 W. FROM WHICH POINT THE S $\frac{1}{4}$ CORNER OF SAID SEC. 25 BEARS SOUTH A DISTANCE OF 887.6 FEET; THENCE S 89°53'E A DISTANCE OF 400.00 FEET; THENCE N 34°44' E A DISTANCE OF 158.0 FEET; THENCE S 89°53' E A DISTANCE OF 237.1 FEET MORE OR LESS TO THE WESTERLY LINE OF PARCEL NO. 1, THENCE N 9°27' E ALONG SAID WESTERLY LINE A DISTANCE OF 40.5 FEET MORE OR LESS TO THE NORTH LINE OF PARCEL 1; THENCE N 89°53' W ALONG SAID NORTH LINE EXTENDED, A DISTANCE OF 413.6 FEET; THENCE SOUTH A DISTANCE OF 130.00 FEET; THENCE N 89°53' W A DISTANCE OF 320.0 FEET TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 25; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 25 A DISTANCE OF 40.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING SUBJECT TO ANY ROADWAY ON THE WEST SIDE OF THE PARCEL.

THE ABOVE PARCEL DESCRIPTION WAS TRANSCRIBED FROM PARCEL NO. 2 OF PARCEL B-5 AS PER BOOK 2590 AT PAGE 322.

RECORDATION REQUESTED BY:

CITYWIDE BANKS
DTC BANKING CENTER
4600 S. SYRACUSE STREET, #150
DENVER, CO 80237-2768

WHEN RECORDED MAIL TO:

CITYWIDE BANKS
DTC BANKING CENTER
4600 S. SYRACUSE STREET, #150
DENVER, CO 80237-2768

FOR RECORDER'S USE ONLY



0115

ASSIGNMENT OF RENTS

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Assignment shall not exceed at any one time \$2,800,000.00 except as allowed under applicable Colorado law.

THIS ASSIGNMENT OF RENTS dated August 26, 2020, is made and executed between DTI HOLDINGS, LLC, whose address is 8955 W 44TH AVENUE, WHEAT RIDGE, CO 80033; A COLORADO LIMITED LIABILITY COMPANY (referred to below as "Grantor") and CITYWIDE BANKS, whose address is 4600 S. SYRACUSE STREET, #150, DENVER, CO 80237-2768 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in ADAMS County, State of Colorado:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 8040-8100 STEELE STREET, DENVER, CO 80229.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Colorado and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated

**ASSIGNMENT OF RENTS
(Continued)**

Page 2

above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either

ASSIGNMENT OF RENTS
(Continued)

specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means DTI HOLDINGS, LLC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means DTI HOLDINGS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means CITYWIDE BANKS, its successors and assigns.

Note. The word "Note" means the promissory note dated August 26, 2020, in the original principal amount of \$2,800,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON AUGUST 26, 2020.

GRANTOR:

DTI HOLDINGS, LLC

By: Tom J Douglas
TONY J DOUGLAS, Manager of DTI HOLDINGS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado
COUNTY OF Denver

)
) SS
)
JESSICA LAUREN GABARRON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144018863
MY COMMISSION EXPIRES APRIL 22, 2022

This record was acknowledged before me on August 26th 2020 by TONY J DOUGLAS, Manager of DTI HOLDINGS, LLC.

Jessica Lauren Gabarron
Signature of Notarial Officer
Notary Public in and for the State of Colorado
My commission expires April 22, 2022

**ASSIGNMENT OF RENTS
(Continued)**

Page 3

In person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Colorado.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless

Exhibit "A"

PARCEL A:

LOTS 2A AND 3A, STEELE STREET INDUSTRIAL PARK FILING NO. 2, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL B:

LOT 4, STEELE STREET INDUSTRIAL PARK, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL C:

BEGINNING AT A POINT 15 RODS SOUTH OF THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST, THENCE RUNNING EAST AT RIGHT ANGLES AND 15 RODS SOUTH OF NORTH LINE OF SAID SE $\frac{1}{4}$ ABOVE MENTIONED, 320 FEET, THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 130 FEET, THENCE RUNNING WEST AT RIGHT ANGLES A DISTANCE OF 320 FEET, THENCE RUNNING NORTH AT RIGHT ANGLES A DISTANCE OF 130 FEET TO BEGINNING, EXCEPT COUNTY ROAD OFF WEST SIDE THEREOF; COUNTY OF ADAMS, STATE OF COLORADO

PARCEL D:

A TRACT OR PARCEL OF LAND IN THE S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 2 SOUTH RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN ADAMS COUNTY COLORADO SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SEC. 25 T. 2S. R 68 W. FROM WHICH POINT THE S $\frac{1}{4}$ CORNER OF SAID SEC. 25 BEARS SOUTH A DISTANCE OF 887.6 FEET; THENCE S 89°53'E A DISTANCE OF 400.00 FEET; THENCE N 34°44' E A DISTANCE OF 158.0 FEET; THENCE S 89°53' E A DISTANCE OF 237.1 FEET MORE OR LESS TO THE WESTERLY LINE OF PARCEL NO. 1, THENCE N 9°27' E ALONG SAID WESTERLY LINE A DISTANCE OF 40.5 FEET MORE OR LESS TO THE NORTH LINE OF PARCEL 1; THENCE N 89°53' W ALONG SAID NORTH LINE EXTENDED, A DISTANCE OF 413.6 FEET; THENCE SOUTH A DISTANCE OF 130.00 FEET; THENCE N 89°53' W A DISTANCE OF 320.0 FEET TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 25; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 25 A DISTANCE OF 40.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING SUBJECT TO ANY ROADWAY ON THE WEST SIDE OF THE PARCEL.

THE ABOVE PARCEL DESCRIPTION WAS TRANSCRIBED FROM PARCEL NO. 2 OF PARCEL B-5 AS PER BOOK 2590 AT PAGE 322.

RECORDATION REQUESTED BY:

CITYWIDE BANKS
DTC BANKING CENTER
4600 S. SYRACUSE STREET, #150
DENVER, CO 80237-2768

WHEN RECORDED MAIL TO:

CITYWIDE BANKS
DTC BANKING CENTER
4600 S. SYRACUSE STREET, #150
DENVER, CO 80237-2768

FOR RECORDER'S USE ONLY



0340

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$1,350,000.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated August 26, 2020, among DTI HOLDINGS, LLC, whose address is 8955 W 44TH AVENUE, WHEAT RIDGE, CO 80033; A COLORADO LIMITED LIABILITY COMPANY ("Grantor"); CITYWIDE BANKS, whose address is DTC BANKING CENTER, 4600 S. SYRACUSE STREET, #150, DENVER, CO 80237-2768 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of ADAMS County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ADAMS County, State of Colorado:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 8040-8100 STEELE STREET, DENVER, CO 80229.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest

**DEED OF TRUST
(Continued)**

Page 2

In the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the

**DEED OF TRUST
(Continued)**

Page 3

Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, provided, however, to the extent any such Real Property description, title insurance policy, title report or final title opinion includes any reference to or any document referencing "statutory exceptions", Grantor shall nonetheless warrant and forever defend the title to the Property against all such statutory exceptions, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**DEED OF TRUST
(Continued)**

Page 4

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property

DEED OF TRUST
(Continued)

Page 5

securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself Insecure.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidences; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth

**DEED OF TRUST
(Continued)**

Page 6

in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means CITYWIDE BANKS, and its successors and assigns.

Borrower. The word "Borrower" means DTI HOLDINGS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means DTI HOLDINGS, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances"

DEED OF TRUST
(Continued)

also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means CITYWIDE BANKS, its successors and assigns.

Note. The word "Note" means the promissory note dated August 26, 2020, in the original principal amount of **\$1,350,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

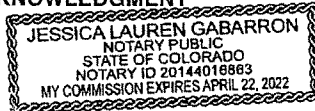
GRANTOR:

DTI HOLDINGS, LLC

By: Tony J Douglas
TONY J DOUGLAS, Manager of DTI HOLDINGS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado)
)
COUNTY OF Denver) SS



This record was acknowledged before me on August 26th, 2020 by TONY J DOUGLAS, Manager of DTI HOLDINGS, LLC.

Jessica Lauren Gabarron
Signature of Notarial Officer
Notary Public in and for the State of Colorado
My commission expires April 22, 2022

Exhibit "A"

PARCEL A:

LOTS 2A AND 3A, STEELE STREET INDUSTRIAL PARK FILING NO. 2, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL B:

LOT 4, STEELE STREET INDUSTRIAL PARK, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL C:

BEGINNING AT A POINT 15 RODS SOUTH OF THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST, THENCE RUNNING EAST AT RIGHT ANGLES AND 15 RODS SOUTH OF NORTH LINE OF SAID SE $\frac{1}{4}$ ABOVE MENTIONED, 320 FEET, THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 130 FEET, THENCE RUNNING WEST AT RIGHT ANGLES A DISTANCE OF 320 FEET, THENCE RUNNING NORTH AT RIGHT ANGLES A DISTANCE OF 130 FEET TO BEGINNING, EXCEPT COUNTY ROAD OFF WEST SIDE THEREOF;
COUNTY OF ADAMS, STATE OF COLORADO

PARCEL D:

A TRACT OR PARCEL OF LAND IN THE S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 2 SOUTH RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN ADAMS COUNTY COLORADO SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SEC. 25 T. 2S. R 68 W. FROM WHICH POINT THE S $\frac{1}{4}$ CORNER OF SAID SEC. 25 BEARS SOUTH A DISTANCE OF 887.6 FEET; THENCE S 89°53'E A DISTANCE OF 400.00 FEET; THENCE N 34°44' E A DISTANCE OF 158.0 FEET; THENCE S 89°53' E A DISTANCE OF 237.1 FEET MORE OR LESS TO THE WESTERLY LINE OF PARCEL NO. 1, THENCE N 9°27' E ALONG SAID WESTERLY LINE A DISTANCE OF 40.5 FEET MORE OR LESS TO THE NORTH LINE OF PARCEL 1; THENCE N 89°53' W ALONG SAID NORTH LINE EXTENDED, A DISTANCE OF 413.6 FEET; THENCE SOUTH A DISTANCE OF 130.00 FEET; THENCE N 89°53' W A DISTANCE OF 320.0 FEET TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 25; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 25 A DISTANCE OF 40.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING SUBJECT TO ANY ROADWAY ON THE WEST SIDE OF THE PARCEL.

THE ABOVE PARCEL DESCRIPTION WAS TRANSCRIBED FROM PARCEL NO. 2 OF PARCEL B-5 AS PER BOOK 2590 AT PAGE 322.

RECORDATION REQUESTED BY:

CITYWIDE BANKS
DTC BANKING CENTER
4600 S. SYRACUSE STREET, #150
DENVER, CO 80237-2768

WHEN RECORDED MAIL TO:

CITYWIDE BANKS
DTC BANKING CENTER
4600 S. SYRACUSE STREET, #150
DENVER, CO 80237-2768

FOR RECORDER'S USE ONLY



0115

ASSIGNMENT OF RENTS

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Assignment shall not exceed at any one time \$1,350,000.00 except as allowed under applicable Colorado law.

THIS ASSIGNMENT OF RENTS dated August 26, 2020, is made and executed between DTI HOLDINGS, LLC, whose address is 8955 W 44TH AVENUE, WHEAT RIDGE, CO 80033; A COLORADO LIMITED LIABILITY COMPANY (referred to below as "Grantor") and CITYWIDE BANKS, whose address is 4600 S. SYRACUSE STREET, #150, DENVER, CO 80237-2768 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in ADAMS County, State of Colorado:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 8040-8100 STEELE STREET, DENVER, CO 80229.

REVOLVING LINE OF CREDIT. This Assignment secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except

**ASSIGNMENT OF RENTS
(Continued)**

Page 2

as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Colorado and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales

**ASSIGNMENT OF RENTS
(Continued)**

Page 3

agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal.

**ASSIGNMENT OF RENTS
(Continued)**

Page 4

Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Colorado.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of

**ASSIGNMENT OF RENTS
(Continued)**

Page 5

the State of Colorado as to all indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means DTI HOLDINGS, LLC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means DTI HOLDINGS, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means CITYWIDE BANKS, its successors and assigns.

Note. The word "Note" means the promissory note dated August 26, 2020, in the original principal amount of **\$1,350,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON AUGUST 26, 2020.

GRANTOR:

DTI HOLDINGS, LLC

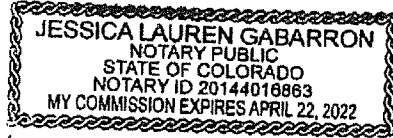
By: Tony J Douglas
TONY J DOUGLAS, Manager of DTI HOLDINGS, LLC

ASSIGNMENT OF RENTS
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado
COUNTY OF Denver

)
) SS
)



This record was acknowledged before me on August 26th, 2020 by TONY J DOUGLAS, Manager of DTI HOLDINGS, LLC.



Signature of Notarial Officer
Notary Public in and for the State of Colorado

My commission expires April 22, 2022

Exhibit "A"

PARCEL A:

LOTS 2A AND 3A, STEELE STREET INDUSTRIAL PARK FILING NO. 2, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL B:

LOT 4, STEELE STREET INDUSTRIAL PARK, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL C:

BEGINNING AT A POINT 15 RODS SOUTH OF THE NORTHWEST CORNER OF THE SW¼ OF SE ¼ OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST, THENCE RUNNING EAST AT RIGHT ANGLES AND 15 RODS SOUTH OF NORTH LINE OF SAID SE ¼ ABOVE MENTIONED, 320 FEET, THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 130 FEET, THENCE RUNNING WEST AT RIGHT ANGLES A DISTANCE OF 320 FEET, THENCE RUNNING NORTH AT RIGHT ANGLES A DISTANCE OF 130 FEET TO BEGINNING, EXCEPT COUNTY ROAD OFF WEST SIDE THEREOF;
COUNTY OF ADAMS, STATE OF COLORADO

PARCEL D:

A TRACT OR PARCEL OF LAND IN THE S½ SE¼ OF SECTION 25, TOWNSHIP 2 SOUTH RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN ADAMS COUNTY COLORADO SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SEC. 25 T. 2S. R 68 W. FROM WHICH POINT THE S ¼ CORNER OF SAID SEC. 25 BEARS SOUTH A DISTANCE OF 887.6 FEET; THENCE S 89°53'E A DISTANCE OF 400.00 FEET; THENCE N 34°44' E A DISTANCE OF 158.0 FEET; THENCE S 89°53' E A DISTANCE OF 237.1 FEET MORE OR LESS TO THE WESTERLY LINE OF PARCEL NO. 1, THENCE N 9°27' E ALONG SAID WESTERLY LINE A DISTANCE OF 40.5 FEET MORE OR LESS TO THE NORTH LINE OF PARCEL 1; THENCE N 89°53' W ALONG SAID NORTH LINE EXTENDED, A DISTANCE OF 413.6 FEET; THENCE SOUTH A DISTANCE OF 130.00 FEET; THENCE N 89°53' W A DISTANCE OF 320.0 FEET TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 25; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 25 A DISTANCE OF 40.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING SUBJECT TO ANY ROADWAY ON THE WEST SIDE OF THE PARCEL.

THE ABOVE PARCEL DESCRIPTION WAS TRANSCRIBED FROM PARCEL NO. 2 OF PARCEL B-5 AS PER BOOK 2590 AT PAGE 322.

BOOK **1116** PAGE **280**

**714012
EASEMENT**

THIS INSTRUMENT, Made this 3rd day of December in the year of our Lord one thousand nine hundred and Sixty-three between Sumio B. Yamashita and Mifuko Yamashita grantor/s of the County of Adams and State of Colorado and PUBLIC SERVICE COMPANY OF COLORADO, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantee;

WITNESSETH, That the said grantor/s, for and in consideration of the sum of Ten dollars and other valuable considerations to the said grantor/s in hand paid by the said grantee, the receipt whereof is hereby confessed and acknowledged, he/she granted, bargained, sold and conveyed and by these presents do grant, bargain, sell, convey and confirm unto Public Service Company of Colorado, its successors and assigns forever, an easement for the construction, reconstruction, operation and maintenance of conductors and conduits for the transmission of electricity, together with the necessary poles, towers, crossarms, cables, wires, guys, supports, and other fixtures and devices, used or useful in the operation of electric transmission lines, through, on, over and across the following described lands, to-wit:

A parcel of land in the SE 1/4 of Section 25, Township 2 South, Range 68 West, of the 6th P.M., County of Adams, State of Colorado, described as follows: Beginning at a point on the south boundary line of said Section 25 and 1217.4 feet east of the South 1/4 corner of said Section 25; thence westerly along the said south boundary line of Section 25, 117.4 feet to a point; thence N. 49° 33' E. 198.5 feet to a point; thence S. 14° 41' 45" W. 132.8 feet, more or less, to the point of beginning.

714012
CLYDE L. MILLER
ADAMS COUNTY
COLORADO
Dec 4 10 34 AM '63

Together with the right of ingress and egress over said premises and to remove objects or structures therefrom; and, also to survey, construct, reconstruct, maintain, operate, control and use said lines and facilities.

The grantor/s reserve the right to cultivate and use said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the grantee's facilities thereon, or the use thereof or of any of the rights herein granted. Such reservation by the grantor/s shall not include the right to erect or place any structures or objects, including signs, or drill or operate any wells on, upon, above or over the easement herein granted. In case the permanent abandonment of said easement, all right, privilege and interest herein granted shall end, cease and determine.

The work of installing, maintaining and reconstructing its facilities shall be done with care, and all damage to the premises caused thereby shall be paid for or repaired at the expense of the grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

Signed and delivered this 3rd day of December A. D. 19 63.

In the Presence of

Sumio B. Yamashita (SEAL)
Mifuko Yamashita (SEAL)

STATE OF COLORADO
NOTARY PUBLIC
COUNTY OF ADAMS
The foregoing instrument was acknowledged before me this 3rd day of December 1963 by Sumio B. Yamashita and Mifuko Yamashita.
Witness my hand and official seal
this 25 day of December, 1966
Spurkin S. Christensen
Notary Public

Approved: _____
R/W Agent
R/W Draft #3245
\$90.00
METHOD OF PAYMENT
Cherokee - Thornton R/W
NAME OF LINE

Document No. 70154

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01 00 00 00 00

[REV. 27 JULY 92]

[THRN\C144G\CONTRAC5.YAM]

CONTRACT

THIS CONTRACT, Made this 17th day of December, 1992, by and between CITY OF THORNTON, COLORADO, a Municipal Corporation, whose address is 9500 Civic Center Drive, Thornton, Colorado 80229-1220, hereinafter called "Thornton", and MIFUKO YAMASHITA, an individual, whose address is 8000 Steele Street, Denver, Colorado 80229, hereinafter referred to as "Yamashita", *WEB.*

W I T N E S S E T H:

WHEREAS, Thornton and Yamashita own separate parcels of real property located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-five (25), and the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-six (36), Township Two (2) South, Range Sixty-eight (68) West, of the 6th P.M., Adams County, Colorado, and,

WHEREAS, the aforementioned parcels of land of the parties hereto abut one another, and,

WHEREAS, it has been determined that certain improvements and land usages by Yamashita overlap onto the adjacent parcel owned by Thornton, and,

WHEREAS, Thornton desires to obtain from Yamashita property to provide future access to Thornton's property, and,

WHEREAS, certain water and irrigation facilities owned by Yamashita lie within said property owned by Thornton, and,

WHEREAS, Thornton and Yamashita desire to enter into this Contract in order to address and correct the matters stated above.

NOW, THEREFORE, the parties agree as follows:

1. At the closing, Thornton shall execute and deliver to Yamashita a Special Warranty Deed for the property described on Exhibit A, attached hereto.
2. At the closing, Yamashita shall execute and deliver to Thornton a Special Warranty Deed for the property described on Exhibit B, attached hereto.
3. The properties described on Exhibits A and B shall be conveyed free and clear of all taxes, liens, encumbrances, tenancies, leases, restrictive covenants and easements, except as shown in the aforesaid Exhibits A and B.
4. At the closing, Thornton shall execute and deliver to Yamashita a Deed of Easement in the form attached hereto as Exhibit C.
5. The date of closing shall be October 15, 1992 (or by mutual agreement, at an earlier date).
6. Time is of the essence hereof, and all terms, conditions and covenants shall be tendered or performed as specified herein.
7. Neither party is obligated to provide title insurance for the other.
8. It is understood and agreed by the parties hereto that Thornton shall be held harmless from any and all claims that arise or may arise from any and all past, current, and future uses by Yamashita of the properties described herein.
9. When duly executed by the parties, this Contract shall be specifically enforceable by any court of competent jurisdiction. This instrument shall become a contract between said parties and shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF THORNTON, COLORADO, a
Municipal Corporation

APPROVED:
CITY OF THORNTON, COLORADO

By: Margaret W. Carpenter
Mayor

By: [Signature]
Assistant City Attorney

Attest: [Signature]
City Clerk

Mifuko Yamashita
Mifuko Yamashita

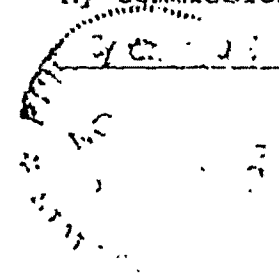
STATE OF COLORADO)
) ss.
COUNTY OF ADAMS

The above and foregoing document was acknowledged before me
this 8 day of April , 1992 by Mifuko Yamashita.
WITNESS my hand and official seal.

My Commission Expires:
 3/1/94

[Signature]
Notary Public

Address of Notary Public



Recorded at _____ o'clock _____ M. _____
Reception No. _____ Recorder.

SPECIAL WARRANTY DEED

BOOK 4032 PG 903

THIS DEED, Made this _____ day of _____, 1991, between
CITY OF THORNTON, COLORADO a Municipal Corporation, of the County
of Adams, State of Colorado, Grantor(s), and MIFUKO YAMASHITA, whose
legal address is 8000 Steele Street, Thornton, Colorado 80229, of the County of
Adams, State of Colorado, Grantee(s): *WELBY*

WITNESSETH: That the Grantor(s), for and in consideration of the sum of OTHER GOOD AND VALUABLE
CONSIDERATION AND TEN DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these
presents does grant, bargain, sell, convey and confirm, unto the Grantee(s), his heirs and assigns forever, all the real
property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado,
described as follows:

[That property described in Exhibit 1, attached hereto and hereby incorporated as if fully set forth
herein, but reserving unto the Grantor, City of Thornton, that easement described in Exhibit 1(s),
attached hereto and hereby incorporated as if fully set forth herein.]

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the
estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the
above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances,
unto the Grantee(s), his heirs and assigns forever. The Grantor(s), for itself, its assigns, representatives or successors,
does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises
in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons
claiming the whole or any part thereof, by, through or under the Grantor(s).

IN WITNESS WHEREOF, the Grantor(s) has executed this Deed on the date set forth above.

CITY OF THORNTON, COLORADO,
a Municipal Corporation

By: *Margaret W. Carpenter*

ATTEST:

[Signature]
City Clerk

STATE OF COLORADO)
) s. s.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this *3rd* day of *December*, 19*92*,
by *Margaret W. Carpenter* and *Mifuko Yamashita*, as *Mayor* and *Deputy City Clerk*, respectively, of
City of Thornton, Colorado.

WITNESS my hand and official seal.

My commission expires: *April 9, 1995*

[Signature]
Notary Public

EXHIBIT 1 TO SPECIAL WARRANTY DEED C.D. No. 92-200
THORNTON TO YAMASHITA

BOOK 4032 PG 904

THAT PROPERTY BEING PART OF THE PARCELS DESCRIBED IN BOOK 2590 AT PAGE 322 AS PARCEL B-5 #1 AND PAGE 323 AS PARCEL B-5 #3 IN THE ADAMS COUNTY RECORDS.

A parcel of land in the SW 1/4, SE 1/4 of Section 25, and the NW 1/4, NE 1/4 of Section 36 all in Township 2 South, Range 68 West of the 6th Principal Meridian, in Adams County Colorado said parcel being more particularly described as follows:

Beginning at a point on the South line of the SW 1/4, SE 1/4 of Section 25, T2S, R68W from which point the South 1/4 Corner of said Section 25 bears S 89°45'46" W a distance of 100.00 feet, said point being on the Northern property line of a parcel of land described in Book 2590 at page 323 as parcel B-5 #3; Thence N 89°45'46" E along said South Section line a distance of 125.00 feet; Thence S 18°44'59" E along the Westerly property line of that parcel of land described in Book 2590 at page 323 as parcel B-5 #3 a distance of 90.90 feet; Thence along the following six courses and distances being the Westerly property lines of a parcel of land described in Book 2590 at Page 322 of the Adams County Records as Parcel B-5 #1 as shown on the "Survey Plat Gravel Lakes West Boundary", deposited December 4, 1989 in the County Surveyor's Land Survey Plans/Right of Way Surveys;

1. N 54°59'20" E a distance of 161.86 feet;
2. N 10°57'02" E a distance of 86.21 feet;
3. N 2°19'09" E a distance of 173.95 feet;
4. S 89°56'01" E a distance of 50.95 feet;
5. N 3°49'24" E a distance of 123.54 feet;
6. N 89°28'14" E a distance of 142.71 feet to a point, said point being one foot Westerly of a chain link fence;

Thence along the following eight courses and distances being parallel to and one foot distant from a chain link fence built by the City of Thornton in 1990;

1. S 35°11'25" W a distance of 3.16 feet;
2. S 52°37'17" W a distance of 121.01 feet;
3. S 19°37'32" W a distance of 146.54 feet;
4. S 18°47'51" W a distance of 150.46 feet;
5. S 38°14'35" W a distance of 70.72 feet;
6. S 51°28'23" W a distance of 50.56 feet;
7. S 39°36'38" W a distance of 141.11 feet;
8. S 50°42'24" W a distance of 75.87 feet to a point, said point being 33.43 feet Westerly by perpendicular measure from the Northeasterly Right of Way line of the Union Pacific Railroad;

Thence N 21°53'32" W along a line parallel to and 33.43 feet distant from said Railroad Right of Way line a distance of 226.35 feet to the Point of Beginning.

This parcel contains 46,580 square feet (1.069 acres) more or less and is subject to an easement described in Book 1346 at Page 116 of the Adams County Records.

**EXHIBIT 1(a) TO SPECIAL WARRANTY DEED
THORNTON TO YAMASHITA**

C.D. No. 92-200

BOOK 4032 pg 905

THE CITY OF THORNTON RESERVES UNTO ITSELF THOSE EASEMENT RIGHTS DESCRIBED IN BOOK 1346, AT PAGE 116, OF THE ADAMS COUNTY PUBLIC RECORDS, AND INCLUDING AN EASEMENT FOR THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land in the N¹/₄, NE ¹/₄ of Section 36 Township 7 South, Range 68 West of the 6th Principal Meridian, in Adams County Colorado said parcel being a 3000 feet wide strip of land, 15.00 feet on each side of a centerline more particularly described as follows:

Commencing at the South ¹/₄ Corner of Section 25 T2S R68W; thence N 89°45'46" E along the North line of the NW ¹/₄, NE ¹/₄ of said Section 36 a distance of 225.00 feet; Thence S 16°54'41" E a distance of 122.94 feet to a point, said point being described as Corner No. 1 (the True Point of Beginning for the Denver Metro Sewer Easement) in Book 1346 at Page 116 of the Adams County Records and being the True Point of Beginning of this description;

Thence S 49°34'42" W a distance of 111.27 feet to a point that is 108.43 feet Northeastly by perpendicular measure from the centerline of the Union Pacific Railroad Tracks, said point being the Point of Terminus.

This parcel contains 3,318 square feet (0.077 acres) more or less.

The aforesaid easement is reserved to the City of Thornton, its successors and assigns, as a permanent easement for the operation, maintenance, construction and reconstruction of pipeline facilities and appurtenances to said pipeline, together with a right-of-way for access on, along, and in all of the heretofore described easement property.

SPECIAL WARRANTY DEED

C.D. No. 92-200

BOOK 4032 PG 906

THIS DEED, Made this ____ day of _____, 1991, between MIFUKO YAMASHITA, whose legal address is 8000 Steele Street, Thornton, Colorado 80229, of the County of Adams, State of Colorado, Grantor, and CITY OF THORNTON, COLORADO, a Municipal Corporation, whose legal address is 9500 Civic Center Drive, Thornton, Colorado 80229-1220, of the County of Adams, State of Colorado, Grantee;

WITNESSETH, That the Grantor, for and in consideration of the sum of OTHER GOOD AND VALUABLE CONSIDERATION AND TEN DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

[That property described in Exhibit 1, Pages 1 and 2, attached hereto and hereby incorporated as if fully set forth herein, but reserving unto the Grantor, Mifuko Yamashita, an easement for all that property described on Exhibit 1, Page 2.]

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

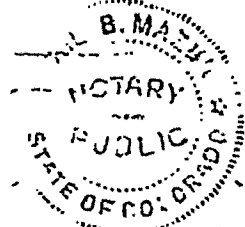
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for himself, his heirs, assigns, representatives or successors, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

Mifuko Yamashita
Mifuko Yamashita

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 18 day of August, 1992, by Mifuko Yamashita, Grantor.



WITNESS my hand and official seal.
My commission expires: 10 26 93

[Signature]
Notary Public

SPECIAL WARRANTY DEED

[THIRN]C144G[THRN]YAM.SWD]

**EXHIBIT 1, PAGE 1, TO SPECIAL WARRANTY DEED
YAMASHITA TO THORNTON**

BOOK 4032 PG 907

A tract or parcel of land in the SW 1/4 SE 1/4 of Section 25, Township 2 South Range 68 West of the 6th Principal Meridian, in Adams County Colorado said tract or parcel being more particularly described as follows:

Commencing at the South West corner of Section 25 T2S R68W; Thence N 0°10'46" E along the North and South centerline of said Section 25 a distance of 887.6 feet; Thence along the following three courses and distances being the Southerly property lines of a parcel of land described in Book 2590 at page 322 of the Adams County records as parcel H-5 #2;

1. S 89°51'33" E a distance of 400.00 feet;
2. N 34°07'27" E a distance of 138.0 feet;
3. S 89°51'33" E a distance of 237.17 feet to the Westerly line of a parcel described in Book 2590 at page 322 of the Adams County records as Parcel H-5 #1;

Thence S 9°16'20" W along said Westerly property line a distance of 603.75 feet to the True Point of Beginning; Thence S 9°16'20" W continuing along said Westerly property line a distance of 29.33 feet to the end of said property line; Thence S 89°28'14" W along another property line of the same parcel a distance of 15.90 feet; Thence N 35°11'25" E a distance of 35.85 feet, more or less to the True Point of Beginning.

Parcel contains 231.38 square feet (0.005 acres) more or less.

**EXHIBIT 1, PAGE 2, TO SPECIAL WARRANTY DEED
YAMASHITA TO THORNTON**

C.D. No. 92-200

BOOK 4032 PG 908

**LAND TO BE CONVEYED TO THE CITY OF THORNTON FROM YAMASHITA TRUST
GRANTED TO YAMASHITA AS AN EASEMENT FOR IRRIGATION PIPE AND DITCHES.**

A parcel of land in the SW 1/4, SE 1/4 of Section 25 Township 2 South, Range 68 West of the 6th Principal Meridian, in Adams County Colorado said parcel being more particularly described as follows:

Beginning at a point on the North and South centerline of Section 25, T2S, R68W from which point the South 1/4 Corner of said Section 25 bears S 0°10'46" W a distance of 138.37 feet, said point being on the Northeastly Right-of-Way line of the Union Pacific Railroad and 75 feet by perpendicular measure from the centerline of the tracks of said Railroad; Thence S 32°12'28" E along the Northeastly property line of a parcel of land described in Book 2598 at page 323 as parcel N-3 #3 a distance of 111.69 feet to a point, said point being 20.00 feet distant by perpendicular measure from the aforementioned Right-of-Way line; Thence N 21°53'12" W along a line parallel to and 20.00 feet distant from said Right-of-Way line a distance of 159.71 feet to a point on the North and South centerline of said Section 25; Thence S 0°10'46" W along said North and South centerline a distance of 53.22 feet more or less to the Point of Beginning.

This parcel contains 1.592 square feet (0.037 acres) more or less.

The aforesaid property described on Exhibit 1, Page 2, is reserved to Grantor, as a permanent easement for the operation, maintenance, construction and reconstruction of irrigation pipe and ditch facilities and appurtenances to said facilities, together with a right-of-way for access on, along, and in all of the hereinafter described easement property.

[REV. 12/27/91]
EXHIBIT C

(THRN\C144G\DEEDEAS.YAM)

DEED OF EASEMENT

THIS DEED, Made this 10th day of April, 1991, between THE CITY OF THORNTON, a Municipal Corporation of the State of Colorado, GRANTOR, whose address is 9500 Civic Center Drive, Thornton, Colorado 80229, and MIFUKO YAMASHITA, GRANTEE, whose address is 8000 Steele Street Thornton, Colorado 80229.

W.C. 12/21
WITNESSETH:

1. That for and in consideration of the covenants and agreements herein set forth, the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by the GRANTEE to the GRANTOR, the receipt and adequacy of which is hereby acknowledged, the GRANTOR hereby grants, sells and conveys to the GRANTEE, his heirs, successors and assigns, a perpetual easement and right-of-way to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, water lines and irrigation ditches, including, but not limited to, all underground and surface appurtenances thereto, together with a right-of-way for access on, along, and in all of the hereinafter described easement across those certain lands which are situated in the County of Adams, State of Colorado, being described more fully on Exhibit "1", attached hereto and by this reference made a part hereof.

2. The GRANTOR further grants to the GRANTEE:

- (a) the right from time to time to enlarge, improve, reconstruct, relocate and replace any improvements or other structures constructed hereunder with the same number and similar type of water lines and irrigation ditches, or other structures, either in the original location or at any alternate location or locations within said perpetual easement;
- (b) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said perpetual easement;
- (c) the right to mark the location of said easements by suitable markers set in the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use GRANTOR shall make of said perpetual easement.

3. GRANTOR reserves the right to use said easements for purposes which will not interfere with GRANTEE'S full enjoyment of the rights hereby granted.

4. GRANTEE shall restore to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed by GRANTEE, any damages caused on said easements or adjoining lands arising out of the construction or reconstruction, maintenance and repair of said water pipelines and appurtenances in the exercise of the rights hereby provided GRANTEE. In the event damages are not restored by GRANTEE, GRANTEE shall pay the GRANTOR for the damages. Any such damages payable hereunder shall be paid at the time such damages occur and are agreed to between the parties, or, in case the parties do not agree, at such time as such damages are finally adjudicated or otherwise determined.

5. Should GRANTEE permanently abandon the perpetual easement herein granted, and cease to use the same, all right, title and interest hereunder of GRANTEE shall revert to the GRANTOR or its successors and the GRANTOR shall hold the same, and be free from this easement.

6. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

7. GRANTOR warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend GRANTEE in the exercise of his rights hereunder against any defect in GRANTOR'S title to the land involved or GRANTOR'S rights to make the grant hereinabove contained.

8. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

EXHIBIT 1 TO EASEMENT - THORNTON TO YAMASHITA

C.D. No. 92-200

BOOK 4032 PG 912

EASEMENT FOR THE YAMASHITA IRRIGATION PIPE BEING PART OF THE CITY OF THORNTON PROPERTY DESCRIBED IN BOOK 2590 AT PAGE 323 AS PARCEL B-5 #3.

A parcel of land in the SW 1/4, SE 1/4 of Section 25, and the NW 1/4, NE 1/4 of Section 36 all in Township 2 South, Range 68 West of the 6th Principal Meridian, in Adams County Colorado said parcel being more particularly described as follows:

Beginning at a point on the North and South centerline of Section 25, T2S, R68W from which point the South 1/4 Corner of said Section 25 bears S 0°10'46" W a distance of 158.37 feet, said point being on the Northeastly Right-of-Way line of the Union Pacific Railroad and 75 feet by perpendicular measure from the centerline of the tracks of said Railroad; Thence S 21°53'32" E along said Right-of-Way line a distance of 233.67 feet; Thence N 68°06'28" E along a line perpendicular to the Railroad Right-of-Way line a distance of 33.43 feet; Thence N 21°53'32" W along a line parallel to and 33.43 feet distant from the aforementioned Right-of-Way line a distance of 50.00 feet to a point on the South line of the SW 1/4, SE 1/4 of Section 25, from which point the South 1/4 Corner of said Section 25 bears S 89°45'46" W a distance of 100.00 feet; Thence N 32°12'28" W along the Northeastly property line of a parcel of land described in Book 2590 at page 323 as parcel B-5 #3 a distance of 186.69 feet more or less to the Point of Beginning.

This parcel contains 4,742 square feet (0.109 acres) more or less.

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CR 12-0002-22
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Yamashita Gravel Pit

E A S E M E N T A N D A G R E E M E N T

THIS AGREEMENT, Made and entered into in duplicate this 20th day of December, A.D., 1966, by and between the DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, the Grantor, and METROPOLITAN DENVER SEWAGE DISPOSAL DISTRICT NO. 1, the Grantee,

WITNESSETH

THAT WHEREAS the Grantor is the owner in fee simple of certain land in the SE $\frac{1}{4}$ of Section 25, and in the NE $\frac{1}{4}$ of Section 36, Township 2 South, Range 68 West of the Sixth Principal Meridian, in Adams County, Colorado, said land being known as, and designated the YAMASHITA GRAVEL PIT, and as PIT NO. 4 on the plans for Grantor's Project No. I 80 S-1(19)0, and

WHEREAS the Grantee desires to cross said land with a 48 inch sewer line connecting the sewage disposal system of the Town of Thornton with the sewage disposal system constructed, or hereafter to be constructed and maintained by the Grantee, and also a 36 inch outfall or by-pass line from said 48 inch connector line directly to the channel of the South Platte River;

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FILED 10 10 AM '66

ADAMS COUNTY
COLORADO

CYDIE L. MILLET

804117

Y.A.Q.B.

BOOK 1346 PAGE 118
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NOW THEREFORE BE IT AGREED

THAT in consideration of the sum of ONE DOLLAR (\$1.00) to the said Grantor in hand paid by the Grantee, receipt whereof is hereby acknowledged, and in consideration of the conditions herein set forth, to be kept by the said Grantee, its successors and assigns, the Grantor has given and granted, and by these presents does hereby GIVE AND GRANT unto the Grantee, its successors and assigns forever, a PERMANENT EASEMENT thirty (30) feet in width upon, along, over and across the said land of the Grantor, said easement being on a strip of land lying fifteen (15) feet wide on each side of a centerline described as follows:

THORNTON CONNECTOR LINE

Beginning at the quarter-corner common to Sections 25 and 36, Township 2 South, Range 68 West of the Sixth Principal Meridian; thence N. 89° 49' 30" E., along the Section line between said Sections 25 and 36, a distance of 225.0 feet to the Easterly line of right of way of the Union Pacific Railroad Company; thence S. 16° 51' E., along said line of right of way, a distance of 122.94 feet to Corner No. 1, the true point of beginning of the centerline herein intended to be described;

1. Thence N. 49° 38' 26" E., a distance of 182.52 feet to Corner No. 2, a point of intersection with said Section line between Sections 25 and 36;
2. Thence N. 10° 33' 30" E., a distance of 190.92 feet to Corner No. 3;
3. Thence N. 34° 42' 48" E., a distance of 242.64 feet to Corner No. 4, on a Northerly line of the Grantor's property.

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ALSO

Beginning again at said quarter-corner, common to Sections 25 and 36, T. 2 S., R. 68 W.; thence N. 89° 49' 30" E., along the Section line between said Sections 25 and 36, a distance of 399.87 feet; thence N. 10° 33' 30" E., a distance of 190.92 feet; thence N. 34° 42' 48" E., a distance of 357.03 feet to an intersection with a Westerly line of Grantor's property, being Corner No. 5, the true point of beginning of the centerline herein intended to be described:

1. Thence continuing N. 34° 42' 48" E., a distance of 35.2 feet to Corner No. 6;
2. Thence N. 9° 27' E., on a line parallel with and distant 15.0 feet measured at right angles Easterly from said Westerly line of Grantor's property, a distance of 537.0 feet, more or less, to Corner No. 7, a point which is 15.0 feet at right angles Southerly from Grantor's North line;
3. Thence S. 89° 53' E., on a line parallel with and distant 15.0 feet measured at right angles Southerly from the most Northerly line of Grantor's property, a distance of 521.0 feet to Corner No. 8, an angle point in the centerline of said Thornton Connector, from whence said centerline proceeds on a bearing of N. 14° 28' E., a distance of 15.5 feet to Grantor's Northerly line.

ALSO a PERMANENT EASEMENT thirty (30) feet in width, being on a strip of land lying fifteen (15) feet wide on each side of a centerline described as follows:

OUTFALL OR BY-PASS LINE

Beginning at Corner No. 8 of the centerline of the Thornton Connector, above described, being the true point of beginning of the centerline herein intended to be described:

1. Thence S. 89° 53' E., on a line parallel with and distant 15.0 feet measured at right angles Southerly from Grantor's North line, a distance of 715.0 feet to Corner No. 9, the terminus of the outfall or by-pass line,

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for the purpose of constructing, reconstructing, repairing, replacing and maintaining the aforesaid connector and outfall or by-pass lines.

The Grantor further GIVES AND GRANTS unto the Grantee a TEMPORARY CONSTRUCTION EASEMENT for the purpose of manipulating earth-moving and excavating equipment and of stockpiling excavated earth during construction, on a strip of land not more than thirty (30) feet wide adjacent to and on the right or easterly, southeasterly and southerly side of the aforesaid Thornton Connector.

The Grantor further GIVES AND GRANTS unto the Grantee, a temporary right of ingress to and egress from the aforesaid easements, over and upon a tract or parcel of land containing 1.043 acres, more or less, in the S½ of the SE¼ of Section 25, Township 2 South, Range 68 West of the Sixth Principal Meridian, in Adams County, Colorado, said tract or parcel being more particularly described as follows:

Beginning on the North-South centerline of said Section 25, at a point from which the South ¼ Corner of said Section bears South a distance of 887.6 feet;

- 1. Thence S. 89° 53' E., a distance of 400.0 feet;
- 2. Thence N. 34° 44' E., a distance of 158.0 feet;

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3. Thence S. 89° 53' E., a distance of 237.1 feet to a Westerly line of the aforesaid Thornton Connector Easement;
4. Thence N. 9° 27' E., along said Westerly line, a distance of 40.5 feet to an angle point;
5. Thence N. 89° 53' W., a distance of 413.6 feet;
6. Thence South, a distance of 130.0 feet;
7. Thence N. 89° 53' W., a distance of 320.0 feet to said North-South centerline of Section 25;
8. Thence South along said North-South centerline, a distance of 40.0 feet, more or less, to the point of beginning, being the same land described in the deed to the Grantor dated Sept. 17, 1962, and recorded in Book 1025, page 424 of Adams County Records.

All of said easements, and said right of ingress and egress, are as shown on the plat attached hereto and made a part hereof, at Exhibit "A".

The rights and easements hereby granted, are conditioned as follows:

1. The said temporary construction easement, and the temporary right of ingress and egress, shall be in full force and effect from the date hereof, during the period of construction of said sewer lines and for thirty (30) days after completion of construction.
(a) As to said construction easement, during the term thereof, the Grantee shall occupy only so much of said

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strip as may be used without spillage of excavated material onto the area or areas then being mined by the Grantor and its contractors for sand and gravel. On or before the date of completion of construction of Grantee's Project, all material excavated and placed within said 30 foot strip, shall be removed therefrom.

(b) As to said right of ingress and egress, during the term thereof, the Grantee shall install and maintain adequate cross-culverts in any irrigation ditches traversed by any roadway used for access to the Project. Such cross-culverts shall be removed at the time of completion of construction, and the cross-sectional prism of any such ditches shall be restored.

2. No operations authorized hereunder to be performed by the Grantee or its agents or contractors, shall be permitted to conflict or interfere with Grantor's mining and removal of sand and gravel from the premises.
3. The easement or easements hereby granted are, or may be, subject to prior rights or easements in favor of others, and no operations by the Grantee or its agents or contractors, shall be permitted to interfere with, obstruct or damage any installations existing on

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the land by virtue of such prior rights or easements.

4. All excavations made by the Grantee in the construction of its said sewer lines, shall be promptly back-filled and compacted to a degree sufficient to insure against washing and/or settling. Any excess material left remaining after back-filling and compaction, shall be distributed as evenly as possible over the full width of the permanent easements, and be rolled-in with rubber-tired earth moving equipment.
5. The permanent easements herein granted, are within an area which the Grantor is obligated by County regulations to preserve as a protection to the land of adjoining owners. It is therefore specifically agreed that no operations now to be conducted by the Grantee in construction, or hereafter to be allowed for maintenance or reconstruction purposes, shall be permitted to permanently alter the level of the protective berm so to be preserved by the Grantor, or to alter the slopes thereof, and that the same shall be restored to their present condition as soon as possible during or immediately following any such construction .
6. The Grantee shall save and hold harmless the Grantor, from any liability for loss or damage suffered by either the Grantor or by third persons, occasioned by or attributable to any operations by the Grantee, or its agents or contractors hereunder.

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IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their respective officers, duly authorized herein, on the day and year first above set forth.

(SEAL)

DEPARTMENT OF HIGHWAYS,
STATE OF COLORADO, the Grantor

ATTEST:

Irving J. Purse by Robert H. Williams
Chief Clerk Chief Engineer

(SEAL)

METROPOLITAN DENVER SEWAGE
DISPOSAL DISTRICT NO. 1, the Grantee

Robert H. Williams by Robert H. Williams
Secretary Chairman, President

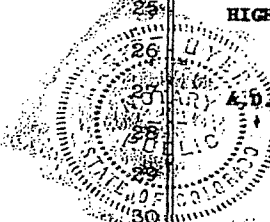
STATE OF COLORADO)
)SS.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by L.C. Bauer, Deputy Chief Engineer, and by Irving J. Purse, Chief Clerk, respectively, of the DEPARTMENT OF HIGHWAYS, STATE OF COLORADO.

WITNESS my hand and Official Seal this 23rd day of December

1966.

My Commission expires 12 23 70



Mark H. Boyard
Notary Public

APPROVED AS TO FORM:

John J. [Signature]

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Notary Public
State of Colorado
My Commission Expires March 28 1970

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Robert K
Willison ^{Chairman}, President, and by C. R. Kendrick, Sec-
retary, respectively, of the METROPOLITAN DENVER SEWAGE DISPOSAL DISTRICT
NO. 1.

WITNESS my hand and Official Seal this 20th day of _____
December, A.D., 1966.

My Commission expires March 28 1970.



[Signature]
Notary Public

APPROVED AS TO FORM [Signature]
Notary Public
State of Colorado

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DISTRICT COURT, ADAMS COUNTY, COLORADO

Case No. 4900

737245

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BOOK 3310 PAGE 397

WILLIAM SOKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.

ORDER FOR EXCLUSION

MAY 1 8 00 AM '87

THE CITY OF THORNTON, COLORADO, a Home Rule City, et al.,

Petitioners,

vs.

THE BOARD OF DIRECTORS OF THE NORTH WASHINGTON ADAMS COUNTY FIRE
PROTECTION DISTRICT, et al.,

Respondents.

THIS MATTER coming on to be heard this 29 day
of April, 1987, upon respondent NWFDP's motion to vacate
default judgment, motion to amend or alter judgment, motion for new
trial, and for entry of an Order of Exclusion, nunc pro tunc,
December 29, 1986, and the Court having reviewed the file and heard
the statements of counsel and relying on both of those sources of
information,

FINDS:

1. That through oversight, inadvertence and excusable neglect default judgment was entered on the 29th day of December, 1986, and respondent sets out a meritorious defense; and,
2. That the respondent NWFDP has submitted a plan of exclusion set out in proposed amendments to the Findings of Fact, Conclusions of Law and Judgment entered on December 29, 1986; and,
3. The petitioners have no objection to the entry of this amended and altered Order of Exclusion; and,
4. That respondent's motion to amend or alter the judgment and motion for new trial so as to open the judgment, take additional testimony and amend Findings of Fact, Conclusions of Law and Judgment and make new findings and conclusions and to direct the entry of a new judgment should be granted, now therefor,

IT IS ORDERED, ADJUDGED AND DECREED that the judgment entered and exclusion order entered on the 29th day of December, 1986, be and is hereby opened, altered and amended and the Court makes new findings and directs the entry of a new judgment as follows:

This matter coming on to be heard this 29 day of April, 1987, upon respondent's motion to vacate default judgment, motion to amend or alter judgment and motion for new trial, and the Court

having reviewed the file and heard the statements of counsel and relying on both of those sources of information.

FINDS:

1. That it is in the public policy of the State of Colorado to facilitate the elimination of the overlapping of services provided by local governments and the double taxation which may occur because of annexation or otherwise when all or part of the taxable property of an area lies within the boundaries of both a municipality and a special district.
2. In this action the petitioners, City of Thornton and its City Council, seek to have excluded from the North Washington Fire Protection District certain property described in the Petition which is within the boundaries of both the City and the District and which is eligible for exclusion under the statute.
3. All notice requirements of the statute have been fully and properly complied with. No objection to the exclusion has been made by the District, the City or any tax-paying elector of the territory proposed for exclusion.
4. The City of Thornton has provided and is now providing essentially the same fire protection services which the North Washington Fire Protection District provides in or to said territory, resulting in an overlapping of services and double taxation by the District and the City.
5. The City Council of the City of Thornton has agreed by resolution and has agreed again in its Petition to provide the service provided by the North Washington Fire Protection District to the areas described in the Petition for Exclusion immediately upon entry of an Order for Exclusion.
6. The quality of fire protection service provided by the City of Thornton will not be inferior to the service provided by the North Washington Fire Protection District in the territory described in the Petition for Exclusion.
7. The quality of service, including but not limited to the fire insurance costs for the improvements within the excluded areas, will not be adversely affected by this exclusion.
8. The North Washington Fire Protection District owns no assets located within the annexed territories sought to be excluded.
9. There is an outstanding bonded indebtedness of the District encumbering the territory sought to be excluded.
10. There exists an outstanding indebtedness on the effective date of the exclusion order, which is December 29, 1986, against the

District for past services to the area sought to be excluded from the boundaries of the North Washington Fire Protection District to the volunteer and paid pension fund and to the general fund for accrued sick leave.

11. That the parties have agreed that service within the area to be excluded and to the areas previously served by the District can be provided without making special provisions therefor and without modifications or changes in the service presently offered by the City of Thornton.

12. That the North Washington Fire Protection District Board of Directors consents to the exclusion of the territory described in Exhibit "A" hereto attached from the North Washington Fire Protection District effective January 1, 1987.

THE COURT, THEREFORE, ORDERS AND DECREES:

1. That the property described in Exhibit "A" attached to the Petition for Exclusion be and is hereby excluded from the North Washington Fire Protection District effective immediately, except that for purposes of ad valorem taxation the exclusion shall become effective January 1, 1987.

2. That there exists an unfunded pension obligation and unfunded accrued sick leave obligation against the District for past services to the area sought to be excluded from the boundaries of the North Washington Fire Protection District to the volunteer and paid firemen of the District in an amount of \$14,479.10, which is the proportionate share of the entire District indebtedness of the excluded territory only.

3. In full satisfaction of all unfunded liability to the North Washington Fire Protection District Pension Fund and to the North Washington Fire Protection District accrued sick leave fund, a mill levy sufficient to generate the sum of \$1,447.91 per calendar year may be levied by the North Washington Fire Protection District against the real property within the excluded area, the proceeds of said mill levy to be paid to the North Washington Fire Protection District firemen's Pension Fund and to the accrued sick leave fund for the firemen. Such mill levy shall continue for a period of ten (10) years, being taxable years 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995 and 1996, until the sum of \$14,479.10 has been levied and shall then forever cease.

4. That there is an outstanding bonded indebtedness in the sum of \$1,691,528.00 with a maturity date of November 1, 1997. The mill levy for said bonded indebtedness is 1.03 mills for the year 1987. The excluded property owners shall continue to pay their proportionate share of the outstanding bond until the bond obligation is satisfied.

5. Property owned by the City of Thornton shall be excluded from any mill levy or assessment for the purposes of paying any indebtedness of the District as described in paragraphs 1, 2, 3 and 4 of this Order.

6. The North Washington Fire Protection District owns no assets which are located within the territory excluded from the District by this Order and, therefore, no disposition of assets is necessary.

7. The Court retains such jurisdiction of this matter as is conferred upon it by law.

DONE AND SIGNED IN OPEN COURT this 29 day
of April, 1987, NUNC PRO TUNC December 29, 1986.

BY THE COURT:

/s/ DONALD W. MARSHALL, JR.
District Court Judge.

APPROVED:

SUSAN K. GRIFFITHS, No. _____
Attorney for Petitioners

DAVID BERGER, No. 2307
Attorney for Respondent,
NWFPD

DISTRICT COURT, ADAMS COUNTY, COLORADO
SEAL
Adams County, Colorado
Date 4-29-87
Certified to be a full, true and correct copy of the original in my custody. Eloise Cohen, Clerk
Seal
By [Signature]
Deputy Clerk

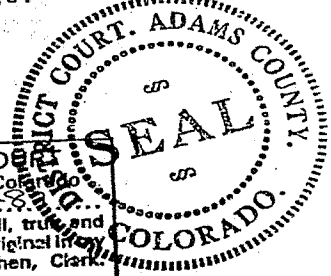


EXHIBIT A

PROPERTIES WITHIN THE CITY OF THORNTON TO BE
EXCLUDED FROM FIRE DISTRICT NO. 3, NORTH WASHINGTON

All of that part of the following described properties lying WEST of the South Platte River:

That part of Section 25, Township 2 South, Range 68 West; Section 36, Township 2 South, Range 68 West, Section 30, Township 2 South, Range 67 West and Section 31, Township 2 South, Range 67 West; Adams County, Colorado, more particularly described as follows: Beginning at the Southeast corner North one-half Northeast one-quarter of said Section 25; thence $N00^{\circ}36'10''E$ on an assumed bearing along the East line said Section 25 a distance of 640.72 feet to the Northeast corner South one-half Northeast one-quarter Northeast one-quarter said Section 25; thence $N89^{\circ}24'31''W$ along the North line said South one-half Northeast one-quarter Northeast one-quarter a distance of 50.46 feet; thence $S00^{\circ}00'59''W$, 358.68 feet; thence $S42^{\circ}37'47''W$, 340.58 feet; thence $N89^{\circ}37'33''W$, 168.27 feet; thence $S00^{\circ}22'19''W$, 30.00 feet to a point on the South line South one-half Northeast one-quarter Northeast one-quarter said Section 25; thence $S89^{\circ}36'21''E$ along said South line a distance of 112.96 feet to a point 330.00 feet West of the Southeast corner said South one-half Northeast one-quarter Northeast one-quarter; thence $S00^{\circ}51'58''W$, 1283.72 feet to a point on the South line Northeast one-quarter Section 25, said point being 330.00 feet West of the East quarter corner of said Section 25; thence $S89^{\circ}44'12''E$, 330.00 feet to the East quarter corner said Section 25; thence $S00^{\circ}41'43''W$, 1189.56 feet along the East line said Section 25; thence $S32^{\circ}59'29''W$, 131.01 feet to a point on the South line North one-half Southeast one-quarter said Section 25; thence $S39^{\circ}32'06''W$, 320.48 feet; thence $S49^{\circ}33'00''W$, 1657.00 feet to a point on said South line said point being 1100 feet East of the South one-quarter corner said Section 25; thence $S90^{\circ}00'00''E$ along said South line a distance of 120.00 feet to a point; thence $S42^{\circ}20'00''W$, 1166.88 feet to a point on the Easterly R.O.W. line of the Union Pacific Railroad; thence along said R.O.W. line by the following courses and distances:

$S21^{\circ}41'55''E$,	1320.98 feet;
$S68^{\circ}18'05''W$,	25.00 feet;
$S21^{\circ}41'55''E$,	579.97 feet to a point on the

South line Northeast one-quarter said Section 36; thence $S21^{\circ}14'43''E$, 138.82 feet to the beginning of a curve to the right, the delta of said curve is $07^{\circ}28'30''$, the radius of said curve is 3895.00 feet, the chord of said curve bears $S18^{\circ}00'21''E$ a distance of 507.79 feet; thence along the arc of said curve a distance of 508.16 feet; thence $S14^{\circ}16'05''E$, 560.38 feet along said Railroad R.O.W. to a point on the Northerly R.O.W. line of Highway I-76; thence along said Highway R.O.W. by the following courses and distances:

$S89^{\circ}52'10''E$,	477.85 feet;
$N52^{\circ}06'04''E$,	845.51 feet to the East line said

Section 36; thence continuing $N52^{\circ}06'40''E$, 407.27 feet; thence $N43^{\circ}38'10''E$ a distance of 1238.57 feet to the East line Southwest one-quarter Northwest

one-quarter said Section 31; thence $N00^{\circ}08'10''E$ along said East line a distance of 808.69 feet to the Northeast corner Southwest one-quarter Northwest one-quarter Section 31; thence $N89^{\circ}51'10''W$ along the North line said Southwest one-quarter Northwest one-quarter Section 31 a distance of 1178.05 feet to the Northwest corner said Southwest one-quarter Northwest one-quarter Section 31; thence $N00^{\circ}05'17''W$ along the West line said Section 31 a distance of 1320.74 feet to the Southwest corner said Section 30; thence $N00^{\circ}41'43''E$ along the West line said Section 30 a distance of 699.56 feet; thence $N35^{\circ}55'36''E$, 152.77 feet; thence $S42^{\circ}22'24''E$, 77.30 feet; thence $N47^{\circ}37'36''E$ 210.00 feet; thence $N42^{\circ}22'24''W$, 120.79 feet; thence $N35^{\circ}55'36''E$, 378.01 feet to a point on the South line of the Northwest one-quarter Southwest one-quarter said Section 30; thence $N89^{\circ}31'54''E$ along said South line a distance of 744.96 feet to the Southeast corner said Northwest one-quarter Southwest one-quarter; thence $N00^{\circ}25'41''E$ along the East line said Northwest one-quarter Southwest one-quarter a distance of 477.82 feet to a point 830.00 feet South of the Northeast corner said Northwest one-quarter Southwest one-quarter; thence $S74^{\circ}35'00''E$ a distance 845.00 feet; thence $N23^{\circ}06'00''E$ a distance of 215.67 feet; thence Westerly a distance of 268.64 feet; thence $N39^{\circ}19'00''W$ a distance of 413.00 feet; thence $N36^{\circ}33'15''W$ a distance of 630.00 feet to the Northeast corner said Northwest one-quarter Southwest one-quarter Section 30; thence $N89^{\circ}07'18''W$ along the North line said Northwest one-quarter Southwest one-quarter a distance of 1169.06 feet to the West one-quarter corner said Section 30; thence $N00^{\circ}51'58''E$ along the West line of the Northwest one-quarter said Section 30 a distance of 1281.44 feet to the point of beginning.

(Gravel Lakes) Annexation Reference: ORD. 733

ALSO

That part of the Northwest one-quarter of Section 30, Township 2 South, Range 67 West of the 6th Principal Meridian, Adams County, Colorado, described as: Beginning at the West one-quarter corner said Section 30; thence $N01^{\circ}13'24''E$ on an assumed bearing along the West line said Northwest one-quarter a distance of 285.70 feet; thence $N89^{\circ}28'44''E$ parallel with the South line said Northwest one-quarter a distance of 325.54 feet to a point on the Westerly R.O.W. line of Flood Control Channel; said point being a point on a curve to the left, the delta of said curve is $04^{\circ}37'05''$, the radius of said curve is 3580.99 feet, the chord of said curve bears $S07^{\circ}43'41''W$, 288.55 feet; thence along the arc of said curve a distance of 288.63 feet to a point on the South line said Northwest one-quarter; thence $S89^{\circ}28'44''W$ along said South line a distance of 292.84 feet to the point of beginning, County of Adams, State of Colorado.

Contains 2.014 Acres more or less.

ALSO

Lot 3 and Lot 4, Block 1, Lot 1; Block 2 of the MOBILE PREMIX CONCRETE, INC. PLANNED UNIT DEVELOPMENT, recorded October 10, 1975, in Planned Unit Development File No. 131, Reception No. A-099755, Adams County records, County of Adams, State of Colorado.

Contains 229.26 Acres more or less.

ALSO.

That part of Section 30, Township 2 South, Range 67 West, of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of said Section 30; thence S 0°43'02"W, on an assumed basis of bearings, along the West line of the NW 1/4 of said Section 30, a distance of 200.01 feet to a point on the Westerly extension of the North line of Lot 1, Block 2 of the MOBILE PREMIX CONCRETE, INC. PLANNED UNIT DEVELOPMENT, recorded October 10, 1975, in Planned Unit Development File No. 131, Reception No. A-099755, of the County of Adams records, which point is the TRUE POINT OF BEGINNING; thence S88°00'46"E, along the said Westerly extension, a distance of 618.96 feet to the Northwest corner of said Lot 1, Block 2; thence Southerly, along the Westerly line of said Lot 1, Block 2, the following courses and distances: (1) S21°20'56"E, a distance of 666.38 feet to a point of curvature of a curve to the right; (2) thence Southerly along said curve to the right, which curve has a radius of 1226.19 feet, a central angle of 42°26'00", an arc length of 908.12 feet, and the long chord of which curve bears S 0°07'56"E, a distance of 887.51 feet to a point of reverse curvature of a curve to the left; (3) thence Southerly, along said curve to the left, which curve has a radius of 3170.34 feet, a central angle of 15°11'34", an arc length of 840.66 feet, and the long chord of which curve bears S 13°29'17"W, a distance of 838.20 feet to a point on the South line of the NW 1/4 of said Section 30; thence S 89°28'44"W, along the South line of the NW 1/4 of said Section 30, a distance of 404.35 feet (annexation legal), 402.23 feet (calculated), to a point, which point is 292.84 feet (annexation legal), 294.95 feet (calculated) distant from the West 1/4 corner of said Section 30, and which point is on the Westerly R.O.W. line of the Flood Control Channel; thence Northerly, along the Westerly line of said Flood Control Channel, along a curve to the right, which curve has a central angle of 4°37'05", a radius of 3580.99 feet, an arc length of 288.63 feet, and the long chord of which curve bears N 7°43'41"E, a distance of 288.55 feet (annexation legal), which curve has a central angle of 4°37'48", a radius of 3570.34 feet, an arc length of 288.52 feet, and the long chord of which curve bears N 7°29'09"E, 288.45 feet (calculated); thence S 89°28'44"W, parallel with the South line of the NW 1/4 of said Section 30, a distance of 325.54 feet (annexation legal), 328.96 feet (calculated) to a point on the West line of the NW 1/4 of said Section 30, which point is 285.70 feet distant from the West 1/4 corner of said Section 30; thence N 0°43'02" E, along the West line of said Section 30, a distance of 2065.53 feet to the TRUE POINT OF BEGINNING, containing 42.17 acres, more or less, TOGETHER WITH Parcel "B" described as follows:

That part of Section 25, Township 2 South, Range 68 West and Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Beginning at the East 1/4 corner of said Section 25; thence S 0°32'35"W, on an assumed basis of bearings, along the East line of the SE 1/4 of said Section 25, a distance of 1189.60 feet (calculated), 1189.56 (prior annexation legal-P.A.L.), to a point on the Northwesterly R.O.W. line of the Flood Control Channel; thence S 32°50'30"W (calculated), S 32°59'29"W (P.A.L.), along said

Northwesterly R.O.W. line, a distance of 131.00 feet (calculated), 131.01 feet (P.A.L.), to a point on the South line of the N 1/2 of the SE 1/4 of said Section 25; thence S 39°23'06"W (calculated), S 39°32'06"W (P.A.L.), along the said Northwesterly R.O.W. line, a distance of 320.47 feet (calculated), 320.48 feet (P.A.L.); thence S 49°38'31"W (calculated), S 49°33'00"W (P.A.L.), along the said Northwesterly R.O.W. line, a distance of 1633.46 feet (calculated), 1657.00 feet (P.A.L.) to a point on the South line of the SE 1/4 of said Section 25, which point is 1100.00 feet distant from the Southwest corner of the SE 1/4 of said Section 25; thence N 89°46'21" E (calculated), N 90°00'00" E (P.A.L.), along the South line of the SE 1/4 of said Section 25, a distance of 120.00 feet (calculated) and (P.A.L.), to a point on the Northwesterly R.O.W. line of the Flood Control Channel; thence S 42°10'48" W (calculated), S 42°20'00" W (P.A.L.), along the said Northwesterly R.O.W. line, a distance of 1194.59 feet (calculated), 1166.88 feet (P.A.L.), to a point on the Northwesterly R.O.W. line of the Union Pacific Railroad; thence N 21°53'37" W (calculated), N 21°41'55" W (P.A.L.), a distance of 1104.97 feet; thence S 33°05'24" E, a distance of 172.46 feet to a point on the South line of the SE 1/4 of said Section 25, which point is 100.00 feet distant from the Southwest corner of the SE 1/4 of said Section 25; thence N 89°46'21" E, along the South line of the SE 1/4 of said Section 25, a distance of 125.00 feet; thence S 16°43'54" E, a distance of 94.71 feet; thence N 54°32'51" E, a distance of 174.04 feet; thence N 10°30'21" E, a distance of 85.90 feet; thence N 01°50'51" E, a distance of 173.50 feet; thence S 89°52'39" E, a distance of 50.60 feet; thence N 03°21'21" E, a distance of 123.20 feet; thence N 89°31'21" E, a distance of 157.50 feet; thence N 09°23'51" E, a distance of 628.71 feet; thence N 89°40'29" W, a distance of 239.54 feet; thence S 34°56'31" W, a distance of 158.00 feet; thence N 89°40'29" W, a distance of 400.00 feet to a point on the West line of the SE 1/4 of said Section 25, which point is 887.60 feet distant from the Southwest corner of the SE 1/4 of said Section 25; thence N 0°12'31" E, along the West line of the SE 1/4 of said Section 25, a distance of 44.49 feet; thence S 89°40'29" E, a distance of 323.60 feet; thence N 0°12'31" E, a distance of 130.00 feet to a point on the South line of the North 15 rods of the S 1/2 of the SE 1/4 of said Section 25; thence N 89°56'47" E, along the South line of the North 15 rods of the S 1/2 of the SE 1/4 of said Section 25, a distance of 503.91 feet to a point, which point is 827.50 feet distant (by perpendicular measurement) from the West line of the SE 1/4 of said Section 25; thence N 0°12'31" E, parallel with the West line of the SE 1/4 of said Section 25, a distance of 1476.35 feet; thence S 89°52'51" E, a distance of 1043.75 feet; thence N 14°42'08" E, a distance of 1272.97 feet; thence N 0°33'43" E, a distance of 127.91 feet to a point on the South line of the N 1/2 of the NE 1/4 of said Section 25, which point is 2190.66 feet (calculated) distant from the Southwest corner of the N 1/2 of the NE 1/4 of said Section 25; thence S 89°27'50" E, along the South line of the N 1/2 of the NE 1/4, a distance of 111.61 feet to a point, which point is 330.00 feet distant (by perpendicular measurement) from the East line of the NE 1/4 of said Section 25, thence S 0°43'02"W, parallel with the East line of the NE 1/4 of said Section 25, a distance of 1283.02 feet to a point on the Southline of the NE 1/4 of said Section 25; thence S 89°52'51" E, a distance of 330.02 feet to the East 1/4 corner of said Section 25 and the Point of Beginning.

ALSO

A parcel of land described in Book 849 at page 464 of the records of

the County of Adams, State of Colorado, being the South twenty (20) acres of the North forty (40) acres of the North half (N1/2) of the Southeast Quarter (SE1/4) of Section 25, Township 2 South, Range 68 West of the 6th P.M., being more particularly described as follows:

Commencing at the Northeast corner of the SE 1/4 of said Section 25; thence S 00°32'35" W (on an assumed basis of bearings), along the East line of the SE 1/4 of said Section 25, a distance of 332.54 feet; thence N 89°52'51" W, along the North line of the South 20 acres of the North 40 acres of the N 1/2 of the SE 1/4 of said Section 25, a distance of 1791.42 feet to the TRUE POINT OF BEGINNING, which point is 827.50 feet distant from (by perpendicular measurement) the West line of the SE 1/4 of said Section 25; thence S 0°12'31"W, parallel with the West line of the SE 1/4 of said Section 25, a distance of 332.78 feet to the South line of the South 20 acres of the North 40 acres of the N 1/2 of the SE 1/4 of said Section 25; thence N 89°52'51" W, along the South line of the south 20 acres of the North 40 acres of the N 1/2 of the SE 1/4 of said Section 25, a distance of 827.50 feet to the West line of the SE 1/4 of said Section 25; thence N 00°12'31" E, along the West line of the SE 1/4 of said Section 25, a distance of 332.78 feet to the North line of the South 20 acres of the North 40 acres of the N 1/2 of the SE 1/4 of said Section 25; thence S 89°52'51" E, a distance of 827.50 feet to the TRUE POINT OF BEGINNING, containing 275,376 square feet or 6.32 acres more or less.

(Gravel Lakes) Annexation Reference: ORD. 1086

ALSO

All of the following described properties, not previously excluded:

A parcel of land lying in Section 26 and 27, Township 2 South, Range 68 West of the 6th P.M., more particularly described as follows: Beginning at a point 50' East and 482.5' South of the Northwest corner of Section 26; thence North 89°58' West 250.0'; thence South 180.0' to a point on the North line of the S1/2N1/2NE1/4 of said Section 27; thence Easterly along the said North line of the S1/2N1/2NE1/4, Section 27, to a point on the East line of Section 27, thence Easterly 50' to the East Right-of-Way line of North Washington Street; thence South along the East line of North Washington 61.0' to the North line of 86th Avenue (Sheldon Avenue); thence East along the North line of 86th Avenue 564.98' more or less to the East line of easement recorded in Book 901 at Page 406; thence North along said East line of easement 336.5' more or less, to a point on the South line of property conveyed in Book 901 at Page 407; thence West along the South line of said property 424.98' to a point on the East line of property conveyed in Book 901 at Page 407; thence West along the South line of said property 424.98' to a point on the East line of property conveyed in Book 1001 at Page 45; thence South along said East line a distance of 100.0'; thence West along South line of said property a distance of 140.0' to the point of beginning, County of Adams, State of Colorado.

Annexation Reference ORD. 215

ALSO

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 3, BLOCK 1 OF THE FIRST FILING OF CITY VIEW HEIGHTS, ADAMS COUNTY, COLORADO, SAID POINT BEING 2.80 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 50 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 18, CITY VIEW HEIGHTS 2ND FILING; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF CLARKSON STREET A DISTANCE OF 1067 FEET; THENCE WESTERLY A DISTANCE OF 50 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 19, CITY VIEW HEIGHTS 2ND FILING; THENCE CONTINUING WESTERLY ALONG THE SOUTH LOT LINE OF SAID LOT 15 AND ALONG AN EXTENSION OF THE SOUTH LOT LINE ACROSS NORTH WASHINGTON STREET A DISTANCE OF 240. FEET TO A POINT THAT IS 50 FEET WEST OF THE CENTER LINE OF NORTH WASHINGTON STREET, WHICH CENTERLINE IS ALSO THE EAST LINE OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M.; THENCE NORTHERLY ALONG A LINE THAT IS PARALLEL TO AND 50 FEET WEST OF SAID EAST LINE OF SAID SECTION 27 A DISTANCE OF 1117 FEET; THENCE EASTERLY A DISTANCE OF 290 FEET TO THE POINT OF BEGINNING.

ANNEXATION REFERENCE ORD. 231

ALSO

That part of Block 1, City View Heights First Filing, Adams County, Colorado, described as beginning at the Northwest corner of said Block 1; thence South on an assumed bearing along the West line of said Block 1, a distance of 442.5 feet; thence $S89^{\circ}27'38''E$, and parallel to the North line said Block 1 a distance of 140.00 feet; thence North 100.00 feet; thence $S89^{\circ}27'38''E$, 424.98 feet to a point on the East line of that easement described in Book 901 at Page 406, Adams County records; thence $S00^{\circ}32'22''W$ along said East line a distance of 335.7 feet to a point on the South line of said Block 1, thence East 86.60 feet along said South line to the beginning of a curve to the right having a radius of 765.79 feet and a central angle of $19^{\circ}40'02''$, and a long chord that bears $S80^{\circ}09'59''E$ a distance of 261.57 feet; thence 262.86 feet along the arc of said curve, being the South line of said Block 1, to the Southeast corner of said Block 1; thence along the East line of said Block 1 as follows:

Along the arc of a curve to the left having a radius of 925.37 feet, a central angle of $29^{\circ}57'51''$, an arc length of 483.95 feet and a long chord that bears $N04^{\circ}41'06''E$ a distance of 482.46 feet; thence $N10^{\circ}17'49''W$, 117.11 feet to the beginning of a curve to the right having a radius of 385.80 feet, a central angle of $10^{\circ}17'49''$, an arc length of 69.33 feet and a long chord that bears $N05^{\circ}08'54''W$ a distance of 69.24 feet; thence North 58.50 feet to the Northeast corner of Block 1.

thence $N89^{\circ}27'38''W$, 918.00 feet along said North line to the true point of beginning.

Contains 10.71 acres more or less.

Annexation Reference: ORD. 341

Oil and Gas Mining Lease #331

THIS AGREEMENT, Entered into this the 15th day of August, A. D. 19 53.

between S. B. Yamashita

Box 223 N'S Stockyards Sta., Denver, Colo.

hereinafter called lessor,

and Eddie Fisher, Brush, Colo.

hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One and No/100---- Dollars (\$ 1.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Adams County, Colorado to-wit: That part of the NW of Section 36 lying N. & W. of Platte River and subject to U.P.R.R. R.O.W. & Road & Ditch; also The South 65 acres of the SW 1/4 of Section 25 except one short acre previously deeded to Alice E. Ertz and except 12 acres in the SE corner of SW 1/4 and East of River,

xxxx all in Township 2-S, Range 68-W, and containing 50 acres, more or less.

2. This lease shall remain in force for a term of ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is or can be produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and based from the leased premises, or at lessee's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where no said shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well under paragraph numbered two hereof. The lessor to have gas free of charge from any gas well on the leased premises for stores and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline, or any other product, as royalty, one-eighth of the market value of such gas. If said gas is sold by the lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit, in the

Colorado National Bank at Denver, Colo.

depository of any and all sums payable under this lease, or its successors, which bank and its successors are the lessor's agent, and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Fifty and No/100----- Dollars (\$ 50.00)

which shall operate as rental and cover the privilege of entering the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignor thereof mailed or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding paragraph's hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

8. The lessee shall have the right to use, free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor the lessee shall bury pipe line below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly all-wells), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

10. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to drill wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land from which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a reasonable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease production on the lease premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or provided lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the production of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

15. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions or stipulations.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

War Clause for Oil and Gas Lease:
 This lease shall not be terminated, in whole or in part, nor shall lessee be held liable in damages for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive order, rules, or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and lessee, by reason of any of the above recited causes is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

IN WITNESS WHEREOF, We sign the day and year first above written.

WITNESS: Anthony Laurenti

S. B. Yamashita

STATE OF _____ }
County of _____ } ss.

ACKNOWLEDGMENT, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, Arizona and New Mexico.

BE IT REMEMBERED, That on this _____ day of _____, A. D. 19____, before me, a Notary Public in and for said County and State, personally appeared _____

_____ to me known to be the identical person... described in and who executed the within and foregoing instrument and acknowledged to me that executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

In Witness, Whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires _____ Notary Public.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19____, before me personally appeared _____

to me personally known, who, having been by me first duly sworn, did say: That he is the _____ of _____, the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

My Commission expires _____, 19____ Notary Public.

NOTARY'S ACKNOWLEDGMENT—COLORADO

STATE OF COLORADO,

County of Windsor } ss.

The foregoing instrument was acknowledged before me this 15th day of August.

Witness my hand and official seal.

My commission expires April 1-1956

James J. Adams
Notary Public.

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it. — Statutory Acknowledgment, Colorado Statutes Annotated, — Ch. 40, Sec. 107.

No. 407050 Mid-Century \$5 Rev. Uni.

OIL AND GAS MINING LEASE

FROM Thomas J. Adams

TO Eddie Adams

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of Acres _____ County _____

Term _____

STATE OF COLORADO } ss.

County of WINDSOR

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock A. M., and duly recorded in Book _____ Page _____ of the records of this office.

By James J. Adams Deputy

When Recorded Return to **EDDIE ADAMS**
P. O. BOX 111
PINE BLUFF, ARKANSAS

1-83

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____, 19____, before me personally appeared _____

_____ to me known to be the person... described in and who executed

the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 19____

My commission expires _____ Notary Public

868854

BOOK 1531 PAGE 472

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES

THIS INDENTURE, Made this 20th day of June, 19 69,
between SUMIO B. YAMASHITA and MITUKO YAMASHITA

of the _____ County of Adams, of the State of
Colorado, of the first part; and the METROPOLITAN DENVER SEWAGE DISPOSAL
DISTRICT NO. 1, a metropolitan sewage disposal district, duly organized
under the laws of the State of Colorado, party of the second part;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars and other consideration, cash in hand paid, the receipt of which is hereby acknowledged, parties of the first part have this day bargained and sold and by these presents bargain and sell and convey and transfer and deliver unto the party of the second part a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described at any time it may see fit and construct, maintain, service and repair underground pipelines and/or mains for the purpose of conveying sewage and other fluids over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains, manholes and appurtenances.

The easement and right-of-way hereby granted is located in the
_____ County of Adams, State of Colorado, and is
over, across and through a strip of land described as follows:

See Parcel T-NW-35 in Exhibit A attached hereto and made a
part hereof.

To have and hold such easement and right-of-way unto the party of
the second part and unto its successors and assigns forever.

The party of the first part does hereby covenant with the party
of the second part that they are lawfully seized and possessed of the
real estate above described, that they have a good and lawful right to
convey it or any part thereof, that the above described easement and
right-of-way is free from all encumbrances and that they will forever
warrant and defend the title thereto against the lawful claims of all
persons whomsoever.

The first party further grants to the second party:

(a) The right of ingress to and egress from said strip over and
across said lands by means of roads and lanes thereon if such there be;
otherwise by such route or routes as shall occasion the least practical
damage and inconvenience to the first party.

Second party hereby covenants and agrees:

(a) Second party shall promptly backfill any trench made by it
on said strip and repair any damage it shall do to first party's fences,
private roads or lanes on said lands.

(b) Second party shall indemnify first party against any loss or damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of the second party or of its agents or employees in the course of their employment.

First party reserves the right to use said strip for purposes which will not interfere with the second party's full enjoyment of the rights hereby granted; provided that the first party shall not erect or construct any building or other structure or drill or operate any well or remove any soil, sand or gravel in said strip or diminish or substantially add to the ground cover over said pipelines.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

PARTY OF THE SECOND PART:

PARTY OF THE FIRST PART:

METROPOLITAN DENVER SEWAGE DISPOSAL DISTRICT NO. 1

Sumio B. Yamashita

Mituko Yamashita

By J. D. Wingart
Manager

ACKNOWLEDGEMENTS

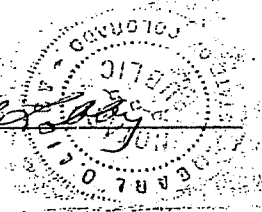
STATE OF COLORADO)
)
) ss.
) COUNTY OF Adams)

The foregoing Easement was acknowledged before me this 13th day of June, 19 69, by Sumio B. Yamashita and Mituko Yamashita

WITNESS my hand and official seal.

My commission expires: Oct. 10, 1972

M. B. [Signature]
Notary Public



STATE OF COLORADO)
)
) ss.
) COUNTY OF ADAMS)

The foregoing Easement was acknowledged before me this 20th day of June, 19 69, by J. D. Wingart, Manager of the Metropolitan Denver Sewage Disposal District No. 1.

WITNESS my hand and official seal.

My commission expires: March 28, 1970

J. D. [Signature]
Notary Public

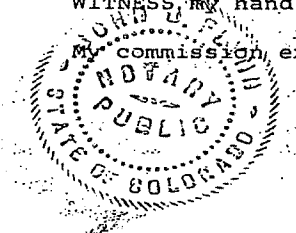


EXHIBIT A

PARCEL T-NW-32

Permanent Easement

A permanent easement and right-of-way thirty (30) feet in width, 15 feet on each side of a centerline, the centerline of said easement and right-of-way is described as follows:

Beginning at a point on the North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, 345 feet West of the NE corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, all in Sec. 36, T3S, R68W of the 6th P.M.; thence South 400.0 feet, parallel with and 15 feet West of the West line of the property described in Deed Book 828 at page 341 of the records of said County, to a point; thence S 16° 51' E, 413.7 feet to a point; thence South 524.05 feet, more or less, parallel with and 15 feet West of the West line of the easement described in Deed Book 1197 at page 236 of the records of said County, to a point on the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, containing 0.921 acres, more or less.

PARCEL T-NW-35

Permanent Easement

A permanent easement and right-of-way, said easement and right-of-way being described as follows:

Referring to the SW corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 25, T2S, R68W of the 6th P.M.; thence North along the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, 887.6 feet to a point; thence S 89° 53' E, 400.0 feet, along the Southerly and Westerly line of the property described in Deed Book 1025 at pages 423 and 424 of the records of Adams County, Colorado, to a point; thence N 34° 44' E, 158.0 feet to a point; thence S 89° 53' E, 237.1 feet to a point; thence S 09° 27' W, 505.8 feet to the true point of beginning; thence bearing S 34° 41' W, 156.9 feet; thence bearing N 89° 34' 30" E, 157.5 feet to a point; thence bearing N 09° 27' E, 130.2 feet, more or less, to the point of beginning, containing 0.100 acres, more or less.

8 6 8 8 5 4
CLYDE L. MILLER
ADAMS COUNTY
COLORADO

JUL 22 11 39 AM '69

BOOK 1549 PAGE 163

C. D. No. 51062

874653

QUITCLAIM DEED

from

UNION PACIFIC RAILROAD COMPANY

to

WILLIAM F. SHARP, JR.,
and
REBECCA GOLDSTEIN

Oct 2 10 25 AM '69

ADAMS COUNTY
COLORADO

874653
CLYDE L. MILLER

Dated July 24, 1969.

Covering land
in
Adams County, Colorado.

4/24/69

ORIGINAL

THIS DEED, Made this 24th day of July, 1969, between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, party of the first part, and WILLIAM F. SHARP, JR., of Brighton, Colorado, and REBECCA GOLDSTEIN, of Denver, Colorado, parties of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Thousand Two Hundred Dollars (\$1,200.00), the receipt whereof is hereby confessed and acknowledged, does hereby REMISE, RELEASE and QUITCLAIM to the parties of the second part, their heirs and assigns, forever, all its right, title and interest in and to the following described real property situated in the County of Adams, State of Colorado, to wit:

Those portions of the SW 1/4 of SE 1/4 of Section 25 and of the NW 1/4 of NE 1/4 of Section 36, Township 2 South, Range 68 West of the Sixth Principal Meridian, in Adams County, Colorado, bounded and described as follows:

Beginning at a point in the west line of said SW 1/4 of SE 1/4 of Section 25 that is 153.0 feet north from the southwest corner of said subdivision; thence south along said west line of SW 1/4 of SE 1/4 a distance of 40 feet, more or less, to a point thereon that is 75.0 feet distant northeasterly, measured at right angles, from the center line of the main track of the Dent Branch of Union Pacific Railroad Company as now constructed and operated;

thence southeasterly along a straight line parallel with and 75.0 feet distant northeasterly, measured at right angles, from said center line of main track a distance of 1113 feet, more or less, to a point in a straight line drawn at right angles to said center line of main track from Railroad Survey Station 384+53.0 which is a point in said center line that is 1020.5 feet distant southeasterly from the north line of said Section 36, measured along said center line of main track;

thence northeasterly along said straight line drawn at right angles to center line of main track a distance of 99 feet, more or less, to a point in the easterly boundary line of that certain second described parcel of land which was heretofore conveyed by Herman C. and Anna Elfeltd to Union Pacific Railroad Company by warranty deed dated February 9, 1909;

thence northwesterly along said easterly boundary line a distance of 929 feet, more or less, to a point in the north line of said Section 36 that is 225 feet distant east from the northwest corner of said NW 1/4 of NE 1/4 of said Section 36;

Date	4/2/69
State Doc Fee	1.3

thence west along the section line common to said Sections 25 and 36 a distance of 125.0 feet to a point 100.0 feet distant east from the southwest corner of said SW 1/4 of SE 1/4 of Section 25; thence northwesterly along a straight line, being the easterly boundary line of that certain parcel of land which was heretofore conveyed by James Smith and Mary I. Decatur to Union Pacific Railroad Company by warranty deed dated October 14, 1912, a distance of 182.8 feet, more or less, to the point of beginning; containing an area of 3.1 acres, more or less;

with all its appurtenances.

EXCEPTING from this quitclaim and RESERVING unto the party of the first part, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, coal, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to the party of the first part, its successors and assigns, including the right of access to, and use of such parts of said described lands, upon or below the surface thereof, as may be necessary or convenient for any purpose in connection with exploration for, removal, storage, disposition and transportation of, said minerals and the deposit of tailings; and together also with the perpetual right to remove the subjacent support from the surface of said lands (except such as is necessary for the support of permanent structures erected thereon prior to the time such right is exercised) without thereby incurring any liability whatsoever for damages so caused.

It is expressly understood that the subjacent support of the premises above described may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the quitclaiming of said premises is upon condition that the party of the first part, its successors and assigns, shall not be liable for damages resulting therefrom.

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of June, 1940, execute and deliver to The Chase National Bank of the City of New York a certain mortgage deed wherein and whereby said Railroad Company conveyed to said The Chase National Bank of the City of New York as Trustee for the uses and purposes therein mentioned, among other things, the land hereinbefore described; and

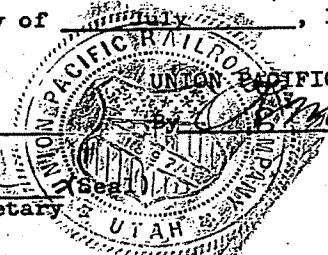
WHEREAS, said The Chase National Bank of the City of New York was, on the 31st day of March, 1955, merged into the Bank of the Manhattan Company under the name of The Chase Manhattan Bank, and thereby said The Chase Manhattan Bank became successor to said The Chase National Bank of the City of New York as Trustee of said mortgage, and on September 23, 1965, The Chase Manhattan Bank was converted into The Chase Manhattan Bank (National Association) and its name changed thereto without affecting the continuity of its business or corporate existence. Said Bank is hereinafter referred to as The Chase Manhattan Bank.

NOW, THEREFORE, Know All Men By These Presents, that said THE CHASE MANHATTAN BANK, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exceptions and reservations aforesaid, unto said William F. Sharp, Jr., and Rebecca Goldstein, their heirs and assigns, forever, its entire right, title and interest as Trustee in and to the real estate described aforesaid, to be held by the said parties of the second part free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of June, 1940.

This deed is executed by the Trustee without covenant or warranty, express or implied, and without recourse against it in any event.

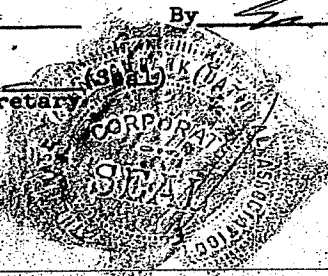
IN WITNESS WHEREOF, the said party of the first part, UNION PACIFIC RAILROAD COMPANY, and said THE CHASE MANHATTAN BANK, Trustee under said mortgage deed dated June 1, 1940, each has caused this deed to be duly executed on its part this 24th day of January, 1969.

In Presence of: P. B. Gove
Attest: C. W. Rowan
Secretary



THE CHASE MANHATTAN BANK,
(National Association), Trustee,
By W. F. Sharp, Jr.
Vice President

In Presence of: R. R. Paschiani
Attest: R. R. Paschiani
Assistant Secretary



THE CHASE MANHATTAN BANK
(National Association), Trustee,
By W. F. Sharp, Jr.
Vice President

WHEREAS, said The Chase National Bank of the City of New York was, on the 31st day of March, 1955, merged into the Bank of the Manhattan Company under the name of The Chase Manhattan Bank, and thereby said The Chase Manhattan Bank became successor to said The Chase National Bank of the City of New York as Trustee of said mortgage, and on September 23, 1965, The Chase Manhattan Bank was converted into The Chase Manhattan Bank (National Association) and its name changed thereto without affecting the continuity of its business or corporate existence. Said Bank is hereinafter referred to as The Chase Manhattan Bank.

NOW, THEREFORE, Know All Men By These Presents, that said THE CHASE MANHATTAN BANK, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exceptions and reservations aforesaid, unto said William F. Sharp, Jr., and Rebecca Goldstein, their heirs and assigns, forever, its entire right, title and interest as Trustee in and to the real estate described aforesaid, to be held by the said parties of the second part free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of June, 1940.

This deed is executed by the Trustee without covenant or warranty, express or implied, and without recourse against it in any event.

IN WITNESS WHEREOF, the said party of the first part, UNION PACIFIC RAILROAD COMPANY, and said THE CHASE MANHATTAN BANK, Trustee under said mortgage deed dated June 1, 1940, each has caused this deed to be duly executed on its part this 24th day of _____, 1969.

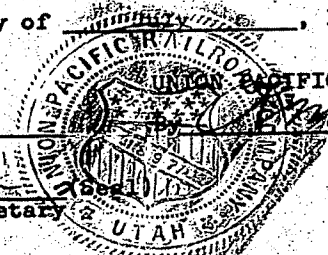
In Presence of:

P. B. Shaw

Attest:

C. W. Dawson

Secretary



UNION PACIFIC RAILROAD COMPANY,

W. M. Sutton
Vice President

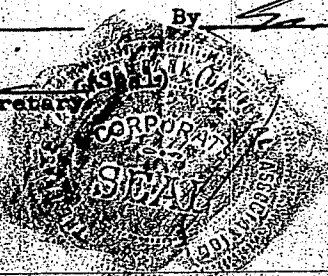
In Presence of:

J. Richter

Attest:

R. R. Paschirani

R. R. Paschirani



THE CHASE MANHATTAN BANK
(National Association), Trustee,

By

W. M. Sutton
Vice President

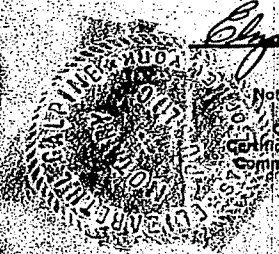
STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 24th day of July, 1969,
before me, a Notary Public in and for said County, in the
State aforesaid, personally appeared R. M. SUTTON
to me personally known, and to me personally known to be
Vice President of UNION PACIFIC
RAILROAD COMPANY, and to be the same person whose name is
subscribed to the foregoing instrument, and who, being by me
duly sworn, did say that he is Vice President
of Union Pacific Railroad Company; that the seal affixed to
said instrument is the corporate seal of said corporation;
and that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors;
and the said R. M. SUTTON acknowledged said
instrument to be his free and voluntary act and deed, and the
free and voluntary act and deed of said corporation, by it
voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal the day and year last above written.

My commission expires March 30 1970.

(Seal)



Elizabeth L. Galpine

ELIZABETH L. GALPINE
Notary Public, State of New York
No. 30-6451300
Qualified in Nassau County
Certificate Filed in N.Y. Co. Clk's Office
Commission Expires March 30, 1970

STATE OF NEW YORK }
COUNTY OF NEW YORK }

ss

On this 7th day of August, 1969
before me, a Notary public in and for said County in the
State aforesaid, personally appeared E. L. LOSER, to me
personally known, and to me personally known to be a
Vice President of THE CHASE MANHATTAN BANK (National Associa-
tion), and to be the same person whose name is subscribed to
the foregoing instrument, and who, being by me duly sworn,
did say that he is a Vice President of The Chase Man-
hattan Bank (National Association); that the seal affixed
to said instrument is the corporate seal of said corporation;
and that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors;
and the said E. L. LOSER acknowledged said
instrument to be his free and voluntary act and deed, and the
free and voluntary act and deed of said corporation, by it
voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal the day and year last above written.

My commission expires MAR 30 1971.



Charles J. Heinzelmann
Notary Public

CHARLES J. HEINZELMANN
Notary Public, State of New York
No. 30-1743725
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1971

01020660

ASSIGNMENT

BK 3812 PAGE 98

FOR VALUE RECEIVED, Metro Wastewater Reclamation District a political subdivision of the State of Colorado (hereinafter referred to as "Assignor") grants, transfers and assigns to the City of Thornton, duly organized under the laws of the State of Colorado (hereinafter referred to as "Assignee") the Assignor's entire interest in the following property situate in the County of Adams, State of Colorado, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Assignor warrants that there are no encumbrances or liens on the property assigned hereby.

IN WITNESS WHEREOF, the Assignor has executed this Assignment at Denver, Colorado, on the 11th day of April, 1991.

ASSIGNOR:

METRO WASTEWATER RECLAMATION DISTRICT

By Robert W. Hite
Robert W. Hite, District Manager

STATE OF COLORADO)
County of Adams) ss.

The foregoing instrument was acknowledged before me this 11th day of April, 1991, by Robert W. Hite.

My notarial commission expires: 10/1/94.

Witness my hand and official seal.



[Signature]
Notary Public
Address: Denver, Colorado

This Assignment shall not be a valid conveyance until accepted by the City of Thornton.

Accepted this 16 day of August, 1991.

CITY OF THORNTON

By Jayne E Hunt
Title Acting City Manager

APPROVED AS TO FORM:

[Signature]
District Legal Counsel

[Signature]
City of Thornton Legal Counsel
Assistant City Attorney

EXHIBIT "A"

BOOK 3812 PAGE 100

An interceptor sewer located in the Northeast 1/4 of Section 36 and the East one half of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, City of Thornton, County of Adams, State of Colorado. Said interceptor consisting of 48" diameter pipe, manholes and related appurtenances required to make a complete and operational system. Said interceptor being more particularly described as follows:

Basis of bearing is the North line of said Northeast one quarter of said Section 36, which bears North 89°45'46" East.

Commencing at the North 1/4 corner of said Section 36; Thence S 33°44'06" E a distance of 258.80 feet to MH TNW 17, said manhole being the True Point of Beginning of said interceptor sewer;

Thence N 49°22'05" E, a distance of 343.40 feet to MH TNW 18;

Thence N 12°17'26" E, a distance of 199.71 feet to MH TNW 19;

Thence N 34°47'00" E, a distance of 378.74 feet to MH TNW 20;

Thence N 09°10'20" E, a distance of 526.57 feet to MH TNW 21;

Thence N 88°54'55" E, a distance of 510.80 feet to MH TNW 22;

Thence N 14°32'13" E, a distance of 578.16 feet to MH TNW 23;

Thence N 14°39'46" E, a distance of 579.27 feet to MH TNW 24;

Thence N 14°42'15" E, a distance of 593.98 feet to MH TNW 25;

Thence N 14°46'49" E, a distance of 655.05 feet to MH TNW 26;

Thence N 14°30'24" E, a distance of 511.59 feet to MH TNW 27;

Thence S 89°41'29" E, a distance of 254.26 feet to MH TNW 28;

Thence N 02°17'10" E, a distance of 178.00 feet to MH TNW 29. Said manhole being the Point of Terminus of said interceptor which bears N 67°24'03" W from the Southeast corner of the North half of the Northeast one quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian.

Said interceptor consisting of 5,131.53 feet of 48" diameter sewer pipe, 13 manholes and a meter facility.

[REV. 12/27/91]
EXHIBIT C

(THRN\C144G\DEEDEAS.YAM)

DEED OF EASEMENT

THIS DEED, Made this 10th day of April, 1991, between THE CITY OF THORNTON, a Municipal Corporation of the State of Colorado, GRANTOR, whose address is 9500 Civic Center Drive, Thornton, Colorado 80229, and MIFUKO YAMASHITA, GRANTEE, whose address is 8000 Steele Street, Thornton, Colorado 80229.

WELBY

WITNESSETH:

CO 7365569
11/30/2000 10:01:50
BK: 6340 PG: 0380-0363
20.00 DOC FEE:
CAROL SNYDER
ADAMS COUNTY

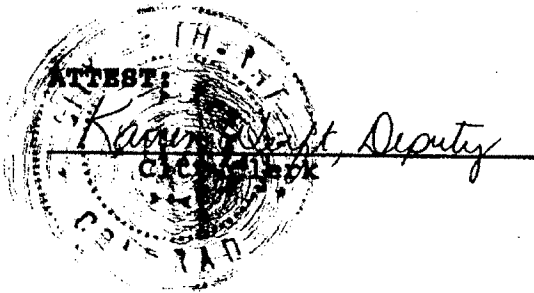
1. That for and in consideration of the covenants and agreements herein set forth, the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by the GRANTEE to the GRANTOR, the receipt and adequacy of which is hereby acknowledged, the GRANTOR hereby grants, sells and conveys to the GRANTEE, his heirs, successors and assigns, a perpetual easement and right-of-way to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, water lines and irrigation ditches, including, but not limited to, all underground and surface appurtenances thereto, together with a right-of-way for access on, along, and in all of the hereinafter described easement across those certain lands which are situated in the County of Adams, State of Colorado, being described more fully on Exhibit "1", attached hereto and by this reference made a part hereof.

2. The GRANTOR further grants to the GRANTEE:

- (a) the right from time to time to enlarge, improve, reconstruct, relocate and replace any improvements or other structures constructed hereunder with the same number and similar type of water lines and irrigation ditches, or other structures, either in the original location or at any alternate location or locations within said perpetual easement;
- (b) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said perpetual easement;
- (c) the right to mark the location of said easements by suitable markers set in the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use GRANTOR shall make of said perpetual easement.

3. GRANTOR reserves the right to use said easements for purposes which will not interfere with GRANTEE'S full enjoyment of the rights hereby granted.
4. GRANTEE shall restore to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed by GRANTEE, any damages caused on said easements or adjoining lands arising out of the construction or reconstruction, maintenance and repair of said water pipelines and appurtenances in the exercise of the rights hereby provided GRANTEE. In the event damages are not restored by GRANTEE, GRANTEE shall pay the GRANTOR for the damages. Any such damages payable hereunder shall be paid at the time such damages occur and are agreed to between the parties, or, in case the parties do not agree, at such time as such damages are finally adjudicated or otherwise determined.
5. Should GRANTEE permanently abandon the perpetual easement herein granted, and cease to use the same, all right, title and interest hereunder of GRANTEE shall revert to the GRANTOR or its successors and the GRANTOR shall hold the same, and be free from this easement.
6. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.
7. GRANTOR warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend GRANTEE in the exercise of his rights hereunder against any defect in GRANTOR'S title to the land involved or GRANTOR'S rights to make the grant hereinabove contained.
8. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned GRANTOR has caused its name to be subscribed hereto on the day and year first above written.



CITY OF THORNTON, COLORADO,
a Municipal Corporation

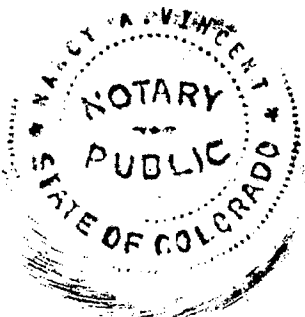
By: Margaret W. Carpenter
Mayor

APPROVED AS TO FORM:	
CITY ATTORNEY:	<u>RC. Vilar</u> (Int) (Date)
APPROVED:	
CITY ATTORNEY:	
PROJECT MANAGER	(Int) (Date)

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 8th day of December, 1992, by Margaret W. Carpenter and Karen Werft, as Mayor and Deputy City Clerk, respectively, of City of Thornton, Colorado.

WITNESS my hand and official seal/
My commission expires: April 9, 19



Darcy A. Vincent
Notary Public

EXHIBIT 1 TO EASEMENT - THORNTON TO YAMASHITA

C.D. No. 92-200

BOOK 4032 PG 912

EASEMENT FOR THE YAMASHITA IRRIGATION PIPE BEING PART OF THE CITY OF THORNTON PROPERTY DESCRIBED IN BOOK 2590 AT PAGE 323 AS PARCEL B-5 #3.

A parcel of land in the SW 1/4, SE 1/4 of Section 25, and the NW 1/4, NE 1/4 of Section 36 all in Township 2 South, Range 68 West of the 6th Principal Meridian, in Adams County Colorado said parcel being more particularly described as follows:

Beginning at a point on the North and South centerline of Section 25, T2S, R68W from which point the South 1/4 Corner of said Section 25 bears S 0°10'46" W a distance of 158.37 feet, said point being on the Northeasterly Right-of-Way line of the Union Pacific Railroad and 75 feet by perpendicular measure from the centerline of the tracks of said Railroad; Thence S 21°53'32" E along said Right-of-Way line a distance of 233.67 feet; Thence N 68°06'28" E along a line perpendicular to the Railroad Right-of-Way line a distance of 33.43 feet; Thence N 21°53'32" W along a line parallel to and 33.43 feet distant from the aforementioned Right-of-Way line a distance of 50.00 feet to a point on the South line of the SW 1/4, SE 1/4 of Section 25, from which point the South 1/4 Corner of said Section 25 bears S 89°45'46" W a distance of 100.00 feet; Thence N 32°12'28" W along the Northeasterly property line of a parcel of land described in Book 2590 at page 323 as parcel B-5 #3 a distance of 186.69 feet more or less to the Point of Beginning.

This parcel contains 4,742 square feet (0.109 acres) more or less.

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder.

SPECIAL WARRANTY DEED

BOOK 4032 PG 903

THIS DEED, Made this _____ day of _____, 1991, between
CITY OF THORNTON, COLORADO, a Municipal Corporation, of the County
of Adams, State of Colorado, Grantor(s), and MIFUKO YAMASHITA, whose
legal address is 8000 Steele Street, Thornton, Colorado 80229, of the County of
Adams, State of Colorado, Grantee(s):

C0736570
11/30/2000 10:01:50
BK: 6340 PG: 0384-0386
15.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

WITNESSETH, That the Grantor(s), for and in consideration of the sum of OTHER GOOD AND VALUABLE
CONSIDERATION AND TEN DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these
presents does grant, bargain, sell, convey and confirm, unto the Grantee(s), his heirs and assigns forever, all the real
property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado,
described as follows:

[That property described in Exhibit 1, attached hereto and hereby incorporated as if fully set forth
herein, but reserving unto the Grantor, City of Thornton, that easement described in Exhibit 1(a),
attached hereto and hereby incorporated as if fully set forth herein.]

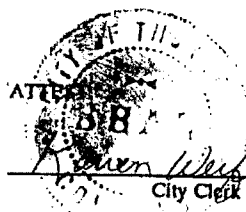
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the
estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the
above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances,
unto the Grantee(s), his heirs and assigns forever. The Grantor(s), for itself, its assigns, representatives or successors,
does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises
in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons
claiming the whole or any part thereof, by, through or under the Grantor(s).

IN WITNESS WHEREOF, the Grantor(s) has executed this Deed on the date set forth above.

CITY OF THORNTON, COLORADO,
a Municipal Corporation

By: Margaret W. Carpenter


ATTN: Karen Weist, Deputy
City Clerk

STATE OF COLORADO)
: ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 8th day of December, 1992,
by Margaret W. Carpenter and Karen Weist, as Mayor and Deputy City Clerk, respectively, of
City of Thornton, Colorado.

WITNESS my hand and official seal.

My commission expires: April 9, 1995

Dorothy A. Verweit
Notary Public

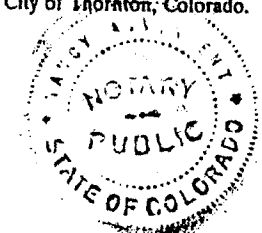


EXHIBIT 1 TO SPECIAL WARRANTY DEED C.D. No. 92-200
THORNTON TO YAMASHITA

BOOK 4032 PG 904

THAT PROPERTY BEING PART OF THE PARCELS DESCRIBED IN BOOK 2590 AT PAGE 322 AS PARCEL B-5 #1 AND PAGE 323 AS PARCEL B-5 #3 IN THE ADAMS COUNTY RECORDS.

A parcel of land in the SW 1/4, SE 1/4 of Section 25, and the NW 1/4, NE 1/4 of Section 36 all in Township 2 South, Range 68 West of the 6th Principal Meridian, in Adams County Colorado said parcel being more particularly described as follows:

Beginning at a point on the South line of the SW 1/4, SE 1/4 of Section 25, T2S, R68W from which point the South 1/4 Corner of said Section 25 bears S 89°45'46" W a distance of 100.00 feet, said point being on the Northernly property line of a parcel of land described in Book 2590 at page 323 as parcel B-5 #3; Thence N 89°45'46" E along said South Section line a distance of 125.00 feet; Thence S 18°44'59" E along the Westerly property line of that parcel of land described in Book 2590 at page 323 as parcel B-5 #3 a distance of 90.90 feet; Thence along the following six courses and distances being the Westerly property lines of a parcel of land described in Book 2590 at Page 322 of the Adams County Records as Parcel B-5 #1 as shown on the "Survey Plat Gravel Lakes West Boundary", deposited December 4, 1989 in the County Surveyor's Land Survey Plats/Right of Way Surveys;

1. N 54°59'20" E a distance of 161.86 feet;
2. N 10°57'02" E a distance of 86.21 feet;
3. N 2°19'09" E a distance of 173.95 feet;
4. S 89°56'01" E a distance of 50.95 feet;
5. N 3°49'24" E a distance of 123.54 feet;
6. N 89°28'14" E a distance of 142.71 feet to a point, said point being one foot Westerly of a chain link fence;

Thence along the following eight courses and distances being parallel to and one foot distant from a chain link fence built by the City of Thornton in 1990;

1. S 35°11'25" W a distance of 3.16 feet;
2. S 52°37'17" W a distance of 121.01 feet;
3. S 19°37'32" W a distance of 146.54 feet;
4. S 18°47'51" W a distance of 150.46 feet;
5. S 38°14'35" W a distance of 70.72 feet;
6. S 51°28'23" W a distance of 50.56 feet;
7. S 39°36'38" W a distance of 141.11 feet;
8. S 50°42'24" W a distance of 75.87 feet to a point, said point being 33.43 feet Easterly by perpendicular measure from the Northernly Right of Way line of the Union Pacific Railroad;

Thence N 21°53'32" W along a line parallel to and 33.43 feet distant from said Railroad Right of Way line a distance of 226.35 feet to the Point of Beginning.

This parcel contains 46,580 square feet (1.069 acres) more or less and is subject to an easement described in Book 1346 at Page 116 of the Adams County Records.

**EXHIBIT 1(a) TO SPECIAL WARRANTY DEED
THORNTON TO YAMASHITA**

C.D. No. 92-200

BOOK 4032 PG 905

THE CITY OF THORNTON RESERVES UNTO ITSELF THOSE EASEMENT RIGHTS DESCRIBED IN BOOK 1346, AT PAGE 116, OF THE ADAMS COUNTY PUBLIC RECORDS, AND INCLUDING AN EASEMENT FOR THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land in the NW 1/4, NE 1/4 of Section 36 Township 2 South, Range 68 West of the 6th Principal Meridian, in Adams County Colorado said parcel being a 30.00 feet wide strip of land, 15.00 feet on each side of a centerline more particularly described as follows:

Commencing at the South 1/4 Corner of Section 25 T2S R68W; Thence N 89°45'46" E along the North line of the NW 1/4, NE 1/4 of said Section 36 a distance of 225.00 feet; Thence S 16°54'44" E a distance of 122.94 feet to a point, said point being described as Corner No. 1 (the True Point of Beginning for the Denver Metro Sewer Easement) in Book 1346 at Page 116 of the Adams County Records and being the True Point of Beginning of this description;

Thence S 49°34'42" W a distance of 111.27 feet to a point that is 108.43 feet Northeasterly by perpendicular measure from the centerline of the Union Pacific Railroad Tracks, said point being the Point of Terminus.

This parcel contains 3,338 square feet (0.077 acres) more or less.

The aforesaid easement is reserved to the City of Thornton, its successors and assigns, as a permanent easement for the operation, maintenance, construction and reconstruction of pipeline facilities and appurtenances to said pipeline; together with a right-of-way for access on, along, and in all of the hereinabove described easement property.



Professionals

COLORADO PROFESSIONALS TITLE
LLC

DTI Holdings, LLC, a Colorado Limited Liability
Company
8955 West 44th Avenue
Wheat Ridge, CO 80033

March 06, 2018

File No.: 107008
Policy No:
Amount: \$340,000.00

Dear Insured:

Please find enclosed the original document(s) with regards to the above referenced matter:

- Title Policy (Copy or Original)
- Original Power of Attorney
- Deed
- Invoice

If you should have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely,

Jamie Quillen

Enclosures

ALTA 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:


Authorized Countersignature

Colorado Professionals Title, LLC
9200 E. Panorama Circle, Suite 130
Englewood, CO 80111
(303) 268-4278
Agent ID: 060173





Matt Morris
President and CEO



Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No. 107008

ALTA Owner's Policy 06-17-06

Page 1 of 4 of Policy Serial No.: O-9301-004519184

AMERICAN
LAND TITLE
ASSOCIATION



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.: 107008

Policy No.: O-9301-004519184

Address Reference: 8100 Steele Street, Thornton, CO 80229
(For Company Reference Purposes Only)

Amount of Insurance: \$340,000.00

Premium: \$1,519.00

Date of Policy: March 06, 2018 at 1:54 PM

1. Name of Insured:

DTI Holdings, LLC, a Colorado 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:

DTI Holdings, LLC, a Colorado Limited Liability Company

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

Beginning at a point 15 rods South of the Northwest corner of the SW ¼ of SE ¼ of Section 25, Township 2 South, Range 68 West, thence running East at right angles and 15 rods South of North line of said SE ¼ above mentioned, 320 feet, thence South at right angles a distance of 130 feet, thence running West at right angles a distance of 320 feet, thence running North at right angles a distance of 130 feet to beginning, except County Road off West side thereof; County of Adams, State of Colorado



SCHEDULE B

File No.: 107008

Policy No.: O-9301-004519184

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 and assessments for the year 2017 paid; Taxes and assessments for the year 2018 and subsequent years, a lien, not yet due or payable.
8. 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 appearing in the Public Records or listed in Schedule B.
9. The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights of way for ditches and canals as reserved in the United States Patent recorded December 1, 1896 in Book 233 at Page 18, and any and all assignments thereof or interests therein.
10. Terms, conditions, provisions, agreements and obligations specified under the Memorandum regarding Metropolitan Denver Sewage Disposal District No. 1 recorded March 28, 1990 in Book 3659 at Page 193 at Reception No. B935408.
11. Any tax, lien, fee, or assessment by reason of inclusion of subject property within the North Washington Street Water and Sanitation District as evidenced by instrument recorded June 30, 1986 in Book 3164 at Page 305 at Reception No. B659509.



Anti-Fraud Statement CRS 10-1-128

File No.: 107008

"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."

**CO 110.1 DELETION EXCEPTION ENDORSEMENT – OWNER POLICY
ATTACHED TO POLICY NUMBER O-9301-004519184**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 107008

Charge: \$65.00

Said Policy is hereby amended by deleting Exceptions 1 - 4 inclusive, 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




Matt Morris
President and CEO

Colorado Professionals Title, LLC
9200 E. Panorama Circle, Suite 130
Englewood, CO 80111
Agent ID: 060173


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

**Endorsement
Serial No.**

E-9851-055246875

North Washington Street

Water and Sanitation

District

3172 E. 78th Avenue, Denver, CO 80229 303 - 288 - 6664

To Whom It May Concern:

Dear Sir/Madame:

The North Washington Street Water and Sanitation District ("District") provides the following in response to your request for water and sanitary sewer service dated December 2, 2021 related to the property located at 8100 Steele Street. ("Property"). The District can provide water and sewer service to the Property based on conditions set forth herein. The following are general requirements for water and sanitary sewer service. The District Rules and Regulations and the standards and requirements of Denver Water and Metro Wastewater Reclamation District must be complied with as an on-going condition of service.

The subject Property is understood to be entirely within the service and boundary area of the District based on your assertions. The District makes no representation or warranty in regard to the Property boundaries and applicant is responsible for verification of same. If the Property is outside of the District's boundaries, applicant is responsible for undertaking and paying all costs to include the Property within the District's boundaries. Treatment of sewage generated within the District is provided by the Metro Wastewater Reclamation District. Treatment and provision of water within the District is provided by Denver Water. Conditions for water and sanitary service from the District include meeting the requirements contained herein and payment of all fees and costs as provided in District's Rules and Regulations along with those of Denver Water and Metro Wastewater Reclamation District. Timing of water and sanitary availability is subject to further coordinated by the District.

Water and Sanitary availability are subject to review and acceptance of design documents from owner/developer of the Property, by the District. Appropriate right-of-way easements and agreements are required for all water and sanitary sewer extensions. Jurisdictional coordination, approvals, permitting, license agreements and easements are to be completed prior to acceptance of plans. All costs associated with collection and distribution system improvements required to serve the Property are the responsibility of the owner/developer including guarantee of improvements and warranty periods.

Receipt of service is also subject to all costs being paid by owner/developer for engineering, reviews, construction, observation, and inspections at the then current rate fee structure established by the District, including establishing an imprest account with the District as a deposit for such accounts. Please be aware that proper tap connection and development fees are required to be paid, at the most recent fee schedule, prior to connection to the District main.



Mike DeMattee,
District Manager

Legal Description

A replat of Lot 4, Steele Street Industrial Park, Lot 2A & 3A, Steel Street Industrial Park Filing No. 2 and a portion of the Southeast Quarter of Section 25, located within the Southeast Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principle Meridian, County of Adams, State of Colorado



**RECEIPT OF PAYMENT (Tax, Fees, Costs, Interests,
Penalties)**

Account	Parcel Number	Receipt Date	Receipt Number
R0173577	0171925401001	Feb 16, 2021	2021-02-16-WEB-6076

DTI HOLDINGS LLC
8955 W 44TH AVE
WHEAT RIDGE, CO 80033

Situs Address	Payor
8080 STEELE ST	Karen Hasse

Legal Description
SUB:STEELE STREET INDUSTRIAL PARK LOT:4

Property Code	Actual	Assessed	Year	Area	Mill Levy
COMM LND SPEC PURPOS - 2130	249,607	72,390	2020	085	100.303
MERCHANDISING - 2212	320,436	92,930	2020	085	100.303
OFFICES - 2220	152,882	44,340	2020	085	100.303

Payments Received
E-check Multi-Account Payment

Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2020	Tax Charge	\$21,029.52	\$0.00	\$10,514.76	\$10,514.76
				\$10,514.76	\$10,514.76
		Balance Due as of Feb 16, 2021			\$10,514.76

WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!

4430 S ADAMS COUNTY PKWY C2436
BRIGHTON CO 80601
[Stay Safe! Please use website services www.adcotax.com]

Email: treasurer@adcogov.org
Telephone: 720-523-6160

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!



**RECEIPT OF PAYMENT (Tax, Fees, Costs, Interests,
Penalties)**

Account	Parcel Number	Receipt Date	Receipt Number
R0054782	0171925000017	Feb 16, 2021	2021-02-16-WEB-6069

DTI HOLDINGS LLC
8955 W 44TH AVE
WHEAT RIDGE, CO 80033-3001

Situs Address	Payor
8100 STEELE ST	Karen Hasse

Legal Description
SECT,TWN,RNG:25-2-65 DESC: BEG AT PT 15 RDS S OF NW COR OF SW4 SE4 TH E 320 FT TH S 130 FT TH W 320 FT TH N 130 FT TO BEG 1A

Property Code	Actual	Assessed	Year	Area	Mill Levy
RES IMPRV LAND - 1112	56,500	4,040	2020	085	100.303
SINGLE FAMILY RES - 1212	310,913	22,230	2020	085	100.303

Payments Received
E-check Multi-Account Payment

Payments Applied		Billed	Prior Payments	New Payments	Balance
Year	Charges				
2020	Tax Charge	\$2,634.96	\$0.00	\$2,634.96	\$0.00
				<u>\$2,634.96</u>	<u>\$0.00</u>
				Balance Due as of Feb 16, 2021	\$0.00

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4430 S ADAMS COUNTY PKWY C2436
BRIGHTON CO 80601
[Stay Safe! Please use website services www.adcotax.com]

Email: treasurer@adcogov.org
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ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

STEELE STREET INDUSTRIAL PARK FILING NO. 3

A REPLAT OF LOT 4, STEELE STREET INDUSTRIAL PARK, LOT 2A & 3A, STEELE STREET INDUSTRIAL PARK FILING NO. 2 AND A PORTION OF THE SE1/4 OF SECTION 25, LOCATED WITHIN THE SE1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P. M., COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT DTI HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACTS OF LAND:

PARCEL 1:

BEGINNING AT A POINT 15 RODS SOUTH OF THE NORTHWEST CORNER OF THE SW 1/4 OF SE 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST; THENCE RUNNING EAST AT RIGHT ANGLES AND 15 RODS SOUTH OF NORTH LINE OF SAID SE 1/4 ABOVE MENTIONED, 320 FEET; THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 130 FEET; THENCE RUNNING WEST AT RIGHT ANGLES A DISTANCE OF 320 FEET; THENCE RUNNING NORTH AT RIGHT ANGLES A DISTANCE OF 130 FEET TO BEGINNING, EXCEPT COUNTY ROAD OFF WEST SIDE THEREOF; COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL 2:

A TRACT OR PARCEL OF LAND IN THE S 1/2 SE 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, COLORADO SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SEC. 25 T. 2S. R 68 W. FROM WHICH POINT THE S 1/4 CORNER OF SAID SEC. 25 BEARS SOUTH A DISTANCE OF 887.6 FEET; THENCE S. 89°53' E., A DISTANCE OF 400.00 FEET; THENCE N. 34°44' E., A DISTANCE OF 158.0 FEET; THENCE S. 89°53' E., A DISTANCE OF 237.1 FEET MORE OR LESS TO THE WESTERLY LINE OF PARCEL NO. 1; THENCE N. 09°27' E. SAID WESTERLY LINE A DISTANCE OF 40.5 FEET MORE OR LESS TO THE NORTH LINE OF PARCEL 1; THENCE N. 89°53' W. ALONG SAID NORTH LINE EXTENDED, A DISTANCE OF 413.6 FEET; THENCE SOUTH, A DISTANCE OF 130.00 FEET; THENCE N. 89°53' W. A DISTANCE OF 320.0 FEET TO THE NORTH AND SOUTH CENTERLINE OF SAID SEC. 25; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SEC. 25 A DISTANCE OF 40.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING SUBJECT TO ANY ROADWAY ON THE WEST SIDE OF THE PARCEL.

PARCEL 3:

LOTS 2A AND 3A, STEELE STREET INDUSTRIAL PARK FILING NO. 2, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL 4:

LOT 4, STEELE STREET INDUSTRIAL PARK, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING 386,752 SQUARE FEET OR 8.879 ACRES, MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF STEELE STREET INDUSTRIAL PARK FILING NO. 3, A SUBDIVISION IN THE COUNTY OF ADAMS, STATE OF COLORADO.

THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUIT CLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

THERE TO THIS ___ DAY OF _____, 2022

OWNER: DTI HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: _____ ITS: _____

STATE OF _____)
)SS
COUNTY OF _____)

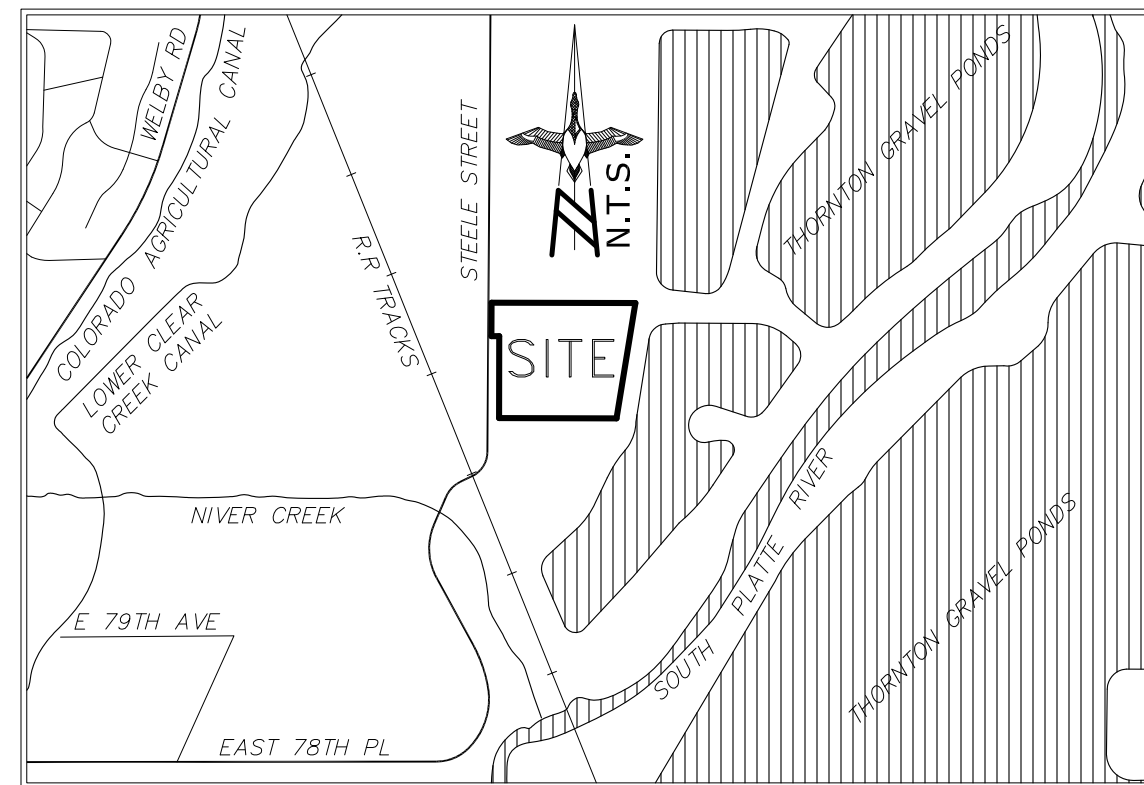
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 2022, BY _____ AS _____ OF DTI HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

VICINITY MAP



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT APPROVAL:

APPROVED BY THE ADAMS COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT THIS ___ DAY OF _____, 2022.

PLANNING AND DEVELOPMENT MANAGER

SURVEYOR'S CERTIFICATE:

I, JESUS A. LUGO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE 7TH DAY OF JULY, 2022, AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

SIGNED THIS ___ DAY OF _____, 2022.

LICENSED PROFESSIONAL LAND SURVEYOR

REGISTRATION NUMBER 38081

GENERAL NOTES:

- THIS PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR ADAMS COUNTY COLORADO MAP NUMBER 08001C0602H, DATED MARCH 5, 2007 AND MAP NUMBER 08001C0604H, DATED MARCH 5, 2007.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., PER THE PLAT OF STEELE STREET INDUSTRIAL PARK FILING NO. 2 RECORDED JUNE 24, 2015 AT RECEPTION NO. 2015000049316 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF ADAMS, STATE OF COLORADO, WHICH BEARS SOUTH 00°10'46" WEST (NAD 83), BETWEEN THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ALTURA LAND CONSULTANTS, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, ALTURA LAND CONSULTANTS, LLC RELIED UPON THE OWNER'S POLICY NO. 0-9301-004519184, ISSUED BY STEWART TITLE GUARANTEE COMPANY, HAVING A DATE OF POLICY OF MARCH 6, 2018; COMMITMENT FOR TITLE INSURANCE NO. 203083, ISSUED BY EMPIRE TITLE NORTH, LLC, HAVING AN EFFECTIVE DATE OF MARCH 18, 2022; AND COMMITMENT FOR TITLE INSURANCE NO. ABC70764012, ISSUED BY LAND TITLE GUARANTEE COMPANY, HAVING AN EFFECTIVE DATE OF MARCH 1, 2022.
- THE LINEAL UNITS OF MEASURE SHOWN ON THIS PLAT ARE BASED UPON THE U.S. SURVEY FOOT. METER TO U.S. SURVEY FOOT - 1m = 0.3048006096 U.S. SURVEY FOOT.
- ALL EASEMENTS WITHIN THE BOUNDARY OF THIS SUBDIVISION THAT WERE PREVIOUSLY GRANTED BY THE PLAT OF STEELE STREET INDUSTRIAL PARK AND THE PLAT OF STEELE STREET INDUSTRIAL PARK FILING NO. 2 REMAIN, EXCEPT AS IDENTIFIED ON THIS PLAT.
- RESTRICTING ACCESS RIGHTS ACROSS THE RIGHT-OF-WAY LINES OF MAJOR HIGHWAYS, PARKWAYS, STREETS, OR FREEWAYS WHERE REQUIRED AS A CONDITION OF APPROVAL.
- THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER(S) FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNER(S).

LAND USE TABLE:

GROSS ACREAGE	8.879±
NET ACREAGE	8.723±
NUMBER OF LOTS	1
NUMBER OF TRACTS	0
NET ACREAGE FOR PUBLIC STREETS	0.156±

SHEET INDEX:

SHEET 1	COVER SHEET
SHEET 2	FINAL BOUNDARY & EASEMENT DETAIL

RECORDERS CERTIFICATE:

STATE OF COLORADO)
)SS
COUNTY OF ADAMS)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 2022, AT _____ O'CLOCK __ M.,
RECEPTION NO. _____

CLERK AND RECORDER _____

BY _____
DEPUTY

ALTURA
LAND CONSULTANTS
6551 South Tucson Way Phone: (720)488-1303
Unit C, Centennial, CO 80112

PREPARATION DATE	JULY 8, 2022
SHEET 1 OF 2	
JOB NO. 21189	

STEELE STREET INDUSTRIAL PARK FILING NO. 3

A REPLAT OF LOT 4, STEELE STREET INDUSTRIAL PARK, LOT 2A & 3A, STEELE STREET INDUSTRIAL PARK FILING NO. 2 AND A PORTION OF THE SE1/4 OF SECTION 25, LOCATED WITHIN THE SE1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P. M., COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

ABBREVIATION LEGEND

PSCO = PUBLIC SERVICE COMPANY OF COLORADO
CDOT = COLORADO DEPARTMENT OF TRANSPORTATION
REC. NO. = RECEPTION NUMBER
PLS = PROFESSIONAL LAND SURVEYOR
R.O.W. = RIGHT-OF-WAY
BK./PG. = BOOK/PAGE

LINE LEGEND

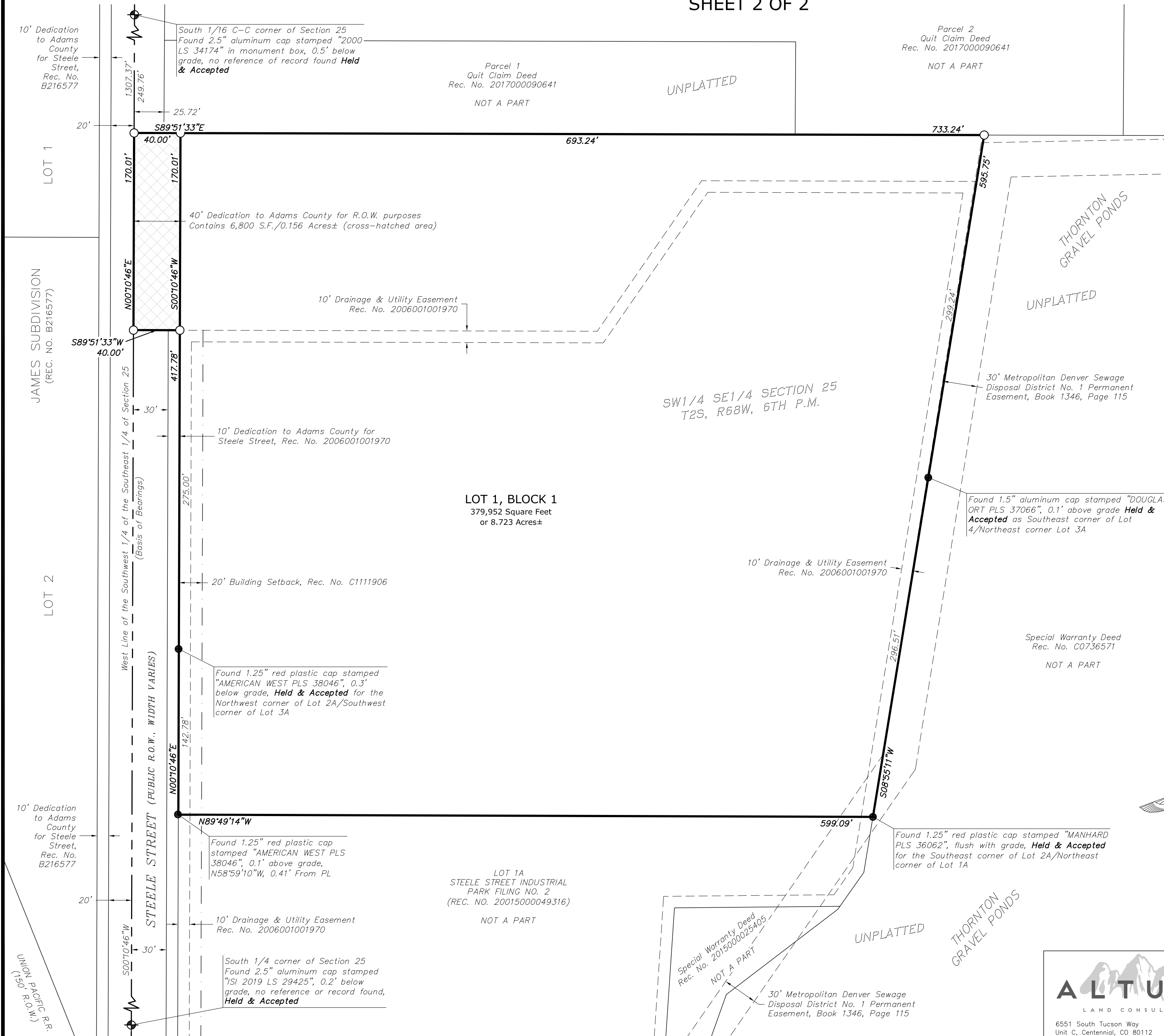
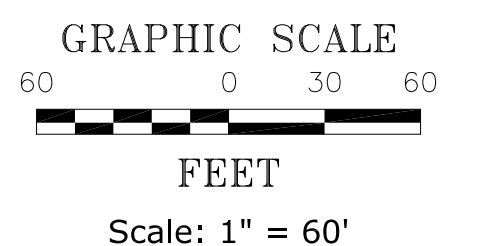
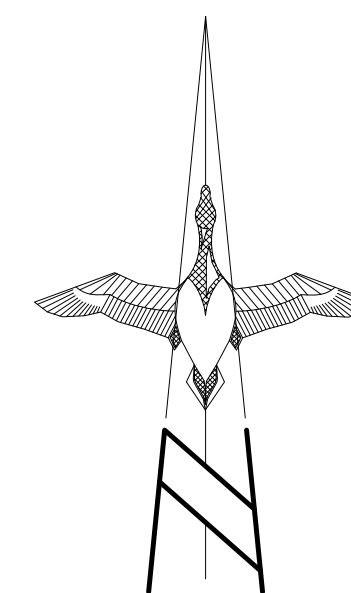
————— = SUBJECT PARCEL BOUNDARY LINES
- - - - - = SECTION LINES
————— = ADJOINING PARCEL BOUNDARY LINES
- - - - - = EXISTING EASEMENT LINES
- · - · - = EXISTING SETBACK LINES

MONUMENT NOTES

⊕ INDICATES FOUND ALIQUOT CORNER AS NOTED
● INDICATES FOUND MONUMENT AS NOTED
○ INDICATES SET MONUMENT BEING A #5 REBAR, 18" LONG, WITH A 1 1/2" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"

MISCELLANEOUS NOTES

1) FOR RECORD DIMENSIONS OF EASEMENTS SHOWN HEREON REFER TO THE RECORDING INFORMATION AS INDICATED. IN THE EVENT THAT THERE IS A DISCREPANCY IN THE LOCATION OF THE RECORDED EASEMENT AS SHOWN HEREON, THE RECORD DOCUMENT WILL TAKE PRECEDENCE.



ALTURA
LAND CONSULTANTS
6551 South Tucson Way Phone: (720)488-1303
Unit C, Centennial, CO 80112

PREPARATION DATE	JULY 8, 2022
SHEET 2 OF 2	
JOB NO. 21268	