

**Colorado Aurora Property Partners, LLC
c/o Southern Glazer's Wine and Spirits, LLC
1600 NW 163rd Street
Miami, FL 33169
Attn: Larry Chaplin**

December 8, 2017

To the Addressees listed
on the Certificate of Mailing
attached hereto

**RE: NOTICE TO MINERAL ESTATE OWNER
OF IMPENDING SURFACE DEVELOPMENT**

MINERAL ESTATE OWNER:

You are hereby notified that Colorado Aurora Property Partners, LLC, a Florida limited liability company, through Southern Glazer's Wine and Spirits LLC ("Applicant"), has submitted to the City of Aurora, State of Colorado, an Application for Development of real property in accordance with a preliminary site plan captioned, "Site Plan" ("Application"). A copy of that Application accompanies this Notice. The real property that is the subject of the Application ("Property") is located in a portion of the south half of Section 36, Township 3 South, Range 66 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, also described as a portion of Assessor Parcel No. 0182136300005, as shown on the attached vicinity map, and more particularly described on Exhibit A, attached hereto and by this reference incorporated herein.

A search of the records in the office of the Adams County Clerk and Recorder and in the office of the Assessor of Adams County, Colorado, by First American Title Insurance Company under ALTA Commitment No. NCS-814795-SF, copy enclosed, revealed that you may hold an interest in a mineral estate on the Property, as evidenced by State of Colorado Patent No. 3027, recorded June 10, 1915, in Book 73 at Page 419, and State of Colorado State Board of Land Commissioners Department of Natural Resources Long-Term Agreement to Restrict Mineral Development No. LT 3451, recorded March 28, 2003 at Reception No. C1116614, and recorded July 2, 2003, at Reception No. C1168482, in the real property records of Adams County, Colorado. Copies of such recorded documents are also enclosed.

YOUR ARE HEREBY NOTIFIED that:

1. An Administrative Decision on Applicant's Application will be made on JANUARY 10, 2018.
2. All interested persons are invited to submit comments on or before JANUARY 5, 2018 to:

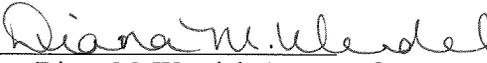
Brenden Paradies, Planner I
City of Aurora Planning Department
15151 E. Alameda Parkway, Suite 2300
Aurora, CO 80112
Telephone: 303 739.7266
E-mail bparadie@auroragov.org

3. The nature of the hearing is for an Application for Development of real property in accordance with a preliminary site plan captioned, "Site Plan".
4. The location and legal description of the Property is a portion of the south half of Section 36, Township 3 South, Range 66 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described on Exhibit A.
5. The Applicant is Southern Glazer's Wine and Spirits LLC on behalf of Colorado Aurora Property Partners, LLC.

We are sending you this notification to fulfill the requirements outlined in Article 65.5 of Title 24, Colorado Revised Statutes (C.R.S. §24-65.5-101, *et seq.*), also known as House Bill 01-1088 (the "Act") and the requirements of the Ordinances of the City of Aurora, State of Colorado.

Sincerely,

Sherman & Howard L.L.C.
Attorneys for
Colorado Aurora Property Partners, LLC
And Southern Glazer's Wine and Spirits LLC

By: 
Name: Diana M. Wendel, Attorney for
Colorado Aurora Property Partners, LLC, and
Southern Glazer's Wine and Spirits LLC

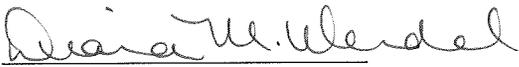
cc: Mr. Brenden Paradies, City of Aurora
Mr. Gary Sandel, City of Aurora
Mr. Craig D. Perl, City of Aurora
Mr. Larry Chaplin
Evan Seif, Esq.
Mr. Pat McNamara
Deuce Robertson, Esq.

Enclosures

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 8th day of December, 2017, a true and correct copy of the **NOTICE TO MINERAL ESTATE OWNER OF IMPENDING SURFACE DEVELOPMENT** was deposited in the U.S. Mail, certified mail, return receipt requested, and First Class U.S. Mail, addressed to the parties listed below.

Sherman & Howard L.L.C.
Attorneys for
Colorado Aurora Property Partners, LLC, and
Southern Glazer's Wine and Spirits LLC

By: 
Name: Diana M. Wendel, Attorney for
Colorado Aurora Property Partners, LLC,
and Southern Glazer's Wine and Spirits LLC

State of Colorado
State Board of Land Commissioners
Department of Natural Resources
c/o Attorney General Cynthia H. Coffman
Colorado Department of Law
Ralph L. Carr Judicial Building
1300 Broadway, 10th Floor
Denver, CO 80203

State of Colorado
State Board of Land Commissioners
Department of Natural Resources
1127 Sherman Street, Suite 300
Denver, CO 80203

State Board of Land Commissioners
1127 Sherman Street, Suite 300
Denver, CO 80203

Colorado Department of Natural Resources
1313 Sherman Street, Suite 718
Denver, CO 80203

Christel Koranda, Minerals Director
Resource Extraction
State Board of Land Commissioners
1127 Sherman Street, Suite 300
Denver, CO 80203-2206

City of Aurora
c/o Gary Sandel, Project Manager
Office of Development Assistance
15151 East Alameda Parkway #2300
Aurora, CO 80012

City of Aurora
c/o Craig D. Perl, P.E. C.F.M.
Principal Engineer
Office of Development Assistance
15151 East Alameda Parkway
Aurora, CO 80012

City of Aurora
c/o Brenden Paradies, Planner I
Planning Department
15151 E. Alameda Parkway, Ste. 2300
Aurora, CO 80012

EXHIBIT A
THE PROPERTY

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF SECTION 36 TO BEAR NORTH 89°23'17" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 68°54'13" EAST A DISTANCE OF 3,114.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 19TH AVENUE AS DESCRIBED AT RECEPTION NO. 2014000052114 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 87°15'21" EAST A DISTANCE OF 937.48 FEET TO A POINT OF CURVATURE;
- 2) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25°00'21", A RADIUS OF 703.00 FEET, AN ARC LENGTH OF 306.81 FEET AND A CHORD THAT BEARS SOUTH 74°45'10" EAST A DISTANCE OF 304.38 FEET;
- 3) SOUTH 62°15'00" EAST A DISTANCE OF 214.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED AT RECEPTION NO. CO206412 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 28°53'41" WEST A DISTANCE OF 221.05 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 58°53'33", A RADIUS OF 1,116.59 FEET, AN ARC LENGTH OF 1,147.71 FEET AND A CHORD THAT BEARS SOUTH 58°20'28" WEST A DISTANCE 1,097.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 70;

THENCE SOUTH 87°47'14" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 427.21 FEET;

THENCE NORTH 02°43'14" EAST A DISTANCE OF 1,012.31 FEET TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 1,129,679 SQUARE FEET, 25.934 ACRES, MORE OR LESS.

The above legal description was prepared by

*James E. Lynch, Professional Land Surveyor
Aztec Consultants, Inc.
300 E. Mineral Ave., Suite 1
Littleton, Colorado 80122*

SITE PLAN

[Following this page.]



Public
 Home
 Aurora4Biz Home
 Project Search
 Project List

Project Detail | Application | Files | Adjacent Property Owners | Fees | Comments
 PROLOGIS PARK 70 SOWS BUILDING 20 - SITE PLAN AND PLAT | Tech Referral Sent

(Hide Contacts...)

My Account
 Logout
 My Account
 Change Password

Developer/Applicant: SOUTHERN GLAZER'S WINE AND SPIRITS LLC
 Contact: LARRY CHAPLIN
 Address & Zip Code: 1600 NW 163RD STREET MIAMI FL 33169
 Phone: 3056271400 Fax: Email: LARRYCHAPLIN@SOUTHERNWINE.COM

Projects
 My Projects

Agent/Project Manager: WARE MALCOMB
 Contact: MATTHEW ADAMS
 Address & Zip Code: 990 S BROADWAY, STE 230 DENVER, CO 80209
 Phone: 3035613333 Fax: Email: madams@waremalcomb.com

User Guides
 Public/Agency Applicants
 Digital File Guide
 Bulk Excel Upload

Current Owner:
 Contact:
 Address & Zip Code:
 Phone: Fax: Email:

Architect (If applicable):
 Contact:
 Address & Zip Code:
 Phone: Fax: Email:

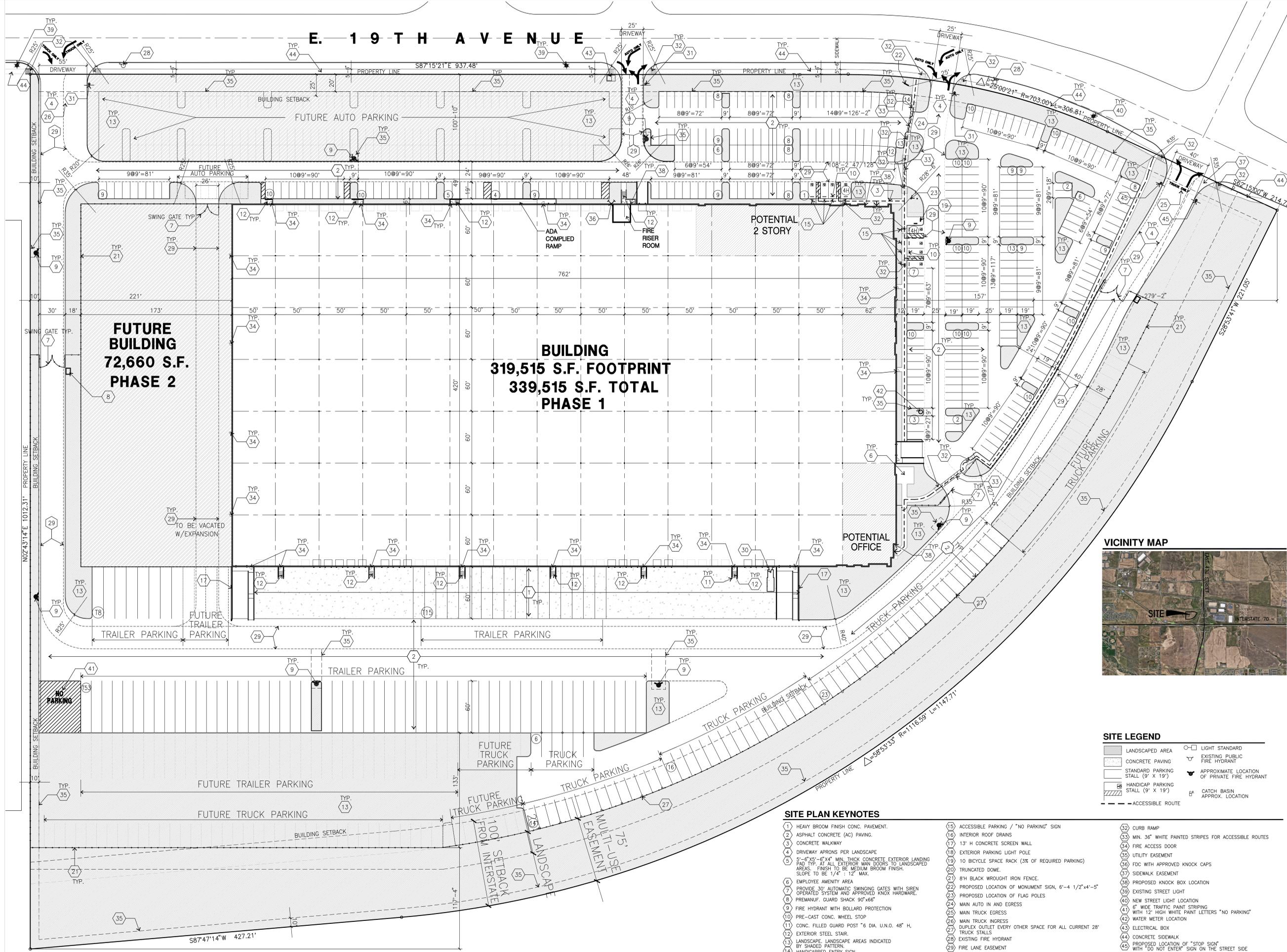
Application Data

County: ADAMS Assessor's Parcel Number(s) if any:
 IF THE APPLICATION INCLUDES A SUBDIVISION PLAT CASE:
 Section: 36 Township: 3 Range: 66 Zip Code: 80019
 Site Acreage:

Requesting Site Plan Vesting?
 Existing Zone:(if more than 1 submit documentation for each and list each)
 Proposed Zone:
 Proposed # of lots: Proposed # of dwellings: Proposed # of hotel/motel rooms:

Case Types (Check all that apply)

Zonings: [Initial Zoning] | [Rezone/G]
 General Development Plan Only: [GDP] New | [GDP-AM] Amended
 Framework Development Plan Only: [FDP] New | [FDP-AM] Amended
 Master Plan:
 Site Plan: [SP] New | [SP-AM] Amended
 Contextual Site Plan: [CSP] New | [CSP-AM] Amended
 Subdivision Plat: [PLAT] New | [REPLAT] Replat | [PLAT-AM] Plat Amendment | [PLATVAC] Plat Vacation
 Conditional Use: [USE] | Total uses requested:
 Sign Approval: [SIGNVAR] Sign Variance
 Vacations: [STVAC] Street Vacation
 Deferral of Public Improvements: [DPI]



hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0851
email: hpa@hparchs.com

NOT FOR CONSTRUCTION

Owner:

1600 N.W. 163rd St.
MIAMI, FL 33169

Project:
**Aurora
Distribution
Center**
Southern
Glazer's
Wine & Spirits
Aurora, CO

Consultants:

- CIVIL
- STRUCTURAL
- MECHANICAL
- PLUMBING
- ELECTRICAL
- LANDSCAPE
- FIRE PROTECTION
- SOILS ENGINEER
- MATERIAL HANDLING

VICINITY MAP



SITE LEGEND

- | | |
|--|--|
| <ul style="list-style-type: none"> LANDSCAPED AREA CONCRETE PAVING STANDARD PARKING STALL (9' X 19') HANDICAP PARKING STALL (9' X 19') ACCESSIBLE ROUTE | <ul style="list-style-type: none"> LIGHT STANDARD EXISTING PUBLIC FIRE HYDRANT APPROXIMATE LOCATION OF PRIVATE FIRE HYDRANT CATCH BASIN APPROX. LOCATION |
|--|--|

SITE PLAN KEYNOTES

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> 1 HEAVY BROOM FINISH CONC. PAVEMENT. 2 ASPHALT CONCRETE (AC) PAVING. 3 CONCRETE WALKWAY 4 DRIVEWAY APRONS PER LANDSCAPE 5 5'-6" WIDE - 6" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" - 1/2" MAX. 6 EMPLOYEE AMENITY AREA 7 PROVIDE 30' AUTOMATIC SWINGING GATES WITH SIREN OPERATED SYSTEM AND APPROVED KNOX HARDWARE. 8 PREMANUF. GUARD SHACK 90'x66' 9 FIRE HYDRANT WITH BOLLARD PROTECTION 10 PRE-CAST CONC. WHEEL STOP 11 CONC. FILLED GUARD POST "6 DIA. U.N.O. 48" H. 12 EXTERIOR STEEL STAIR. 13 LANDSCAPE. LANDSCAPE AREAS INDICATED BY SHADED PATTERN. 14 HANDICAPPED ENTRY SIGN | <ul style="list-style-type: none"> 15 ACCESSIBLE PARKING / "NO PARKING" SIGN 16 INTERIOR ROOF DRAINS 17 13' H CONCRETE SCREEN WALL 18 EXTERIOR PARKING LIGHT POLE 19 10 BICYCLE SPACE RACK (3% OF REQUIRED PARKING) 20 TRUNCATED DOME. 21 8" BLACK WROUGHT IRON FENCE. 22 PROPOSED LOCATION OF MONUMENT SIGN, 6'-4 1/2" X 4'-5" 23 PROPOSED LOCATION OF FLAG POLES 24 MAIN AUTO IN AND EGRESS 25 MAIN TRUCK EGRESS 26 DUPLEX OUTLET EVERY OTHER SPACE FOR ALL CURRENT 28' TRUCK STALLS 27 EXISTING FIRE HYDRANT 28 FIRE LANE EASEMENT 29 PROPOSED LOCATION OF TRASH COMPACTOR 30 PROPOSED LOCATION OF STOP SIGN SEE DETAIL E/D48-A4.1 | <ul style="list-style-type: none"> 32 CURB RAMP 33 MIN. 36" WHITE PAINTED STRIPES FOR ACCESSIBLE ROUTES 34 FIRE ACCESS DOOR 35 UTILITY EASEMENT 36 FDC WITH APPROVED KNOCK CAPS 37 SIDEWALK EASEMENT 38 PROPOSED KNOCK BOX LOCATION 39 EXISTING STREET LIGHT 40 NEW STREET LIGHT LOCATION 41 6" WIDE TRAFFIC PAINT STRIPES 42 WITH 12" HIGH WHITE PAINT LETTERS "NO PARKING" 43 WATER METER LOCATION 44 ELECTRICAL BOX 45 CONCRETE SIDEWALK 46 PROPOSED LOCATION OF "STOP SIGN" WITH "DO NOT ENTER" SIGN ON THE STREET SIDE |
|---|---|--|

OVERALL SITE PLAN A
SCALE: 1" = 40'-0"
0' 40' 80' 120' TRUE NORTH

Title: OVERALL SITE PLAN

Project Number: 16098
Drawn by: JL
Date: 11/20/2017
Revision:

Sheet:
DAB-A1.1

VICINITY MAP

[Following this page.]

ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN SECTION 36,
TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF SECTION 36 TO BEAR NORTH 89°23'17" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

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- 3) SOUTH 62°15'00" EAST A DISTANCE OF 214.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED AT RECEPTION NO. C0206412 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

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THENCE SOUTH 87°47'14" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 427.21 FEET;

THENCE NORTH 02°43'14" EAST A DISTANCE OF 1,012.31 FEET TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 1,129,679 SQUARE FEET, 25.934 ACRES, MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, WHICH BEARS SOUTH 89°23'17" WEST, BETWEEN THE MONUMENTS SHOWN HEREIN.

BENCHMARK

CITY OF AURORA BENCHMARK NUMBER 3S6636NE004 (AZTEC 401) BEING A CHISELED SQUARE ON TO OF A CONCRETE HEADWALL FOR A RAILROAD TRESTLE LOCATED ON THE NORTH SIDE OF SMITH ROAD AT THE UPRR MILE MARK 624.7.

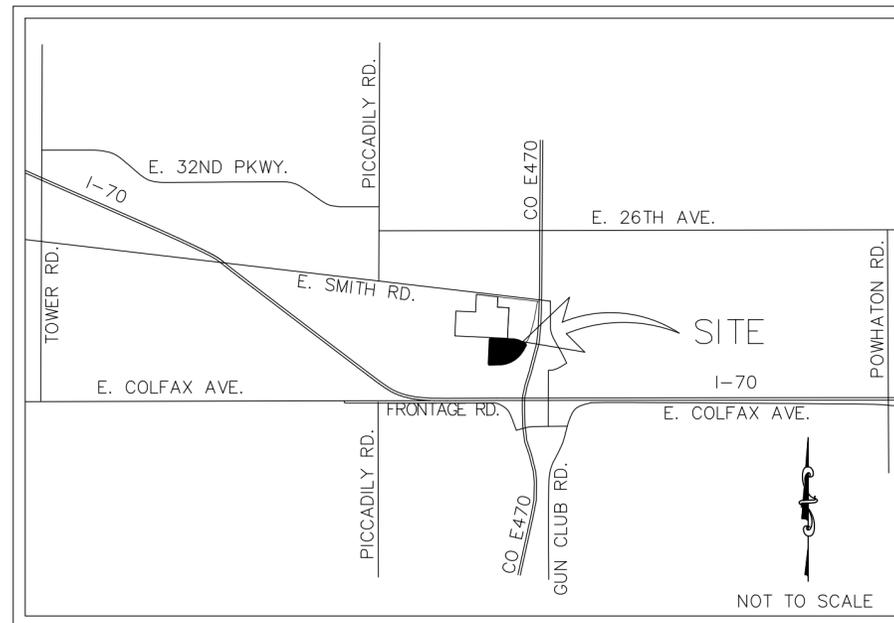
ELEVATION = 5491.341 (NAVD88)

INDEXING STATEMENT

DEPOSITED THIS _____ DAY OF _____, 2017, AT _____ M., IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS AT PAGE(S) _____

RECEPTION NUMBER _____

COUNTY SURVEYOR/DEPUTY COUNTY SURVEYOR



VICINITY MAP

FLOOD ZONE

THE SURVEYED PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FIRM) NO. 08005C0201K, WITH A REVISED DATE OF DECEMBER 17, 2010. DETERMINATION OF FLOOD ZONE CLASSIFICATION IS DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.

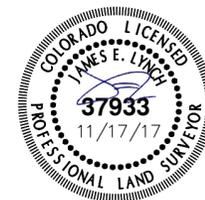
ZONING

ZONING DATA HAS NOT BEEN PROVIDED

SURVEYOR'S CERTIFICATION

TO: COLORADO AURORA PROPERTY PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY PROLOGIS PARK 70 LAND VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 8, 13, 14, 16, 18, 19 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 17, 2016 AND JULY 7, 2017 DATE OF PLAT OR MAP: JULY 7, 2017.



JAMES E. LYNCH, PLS NO. 37933
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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 THE CERTIFICATION SHOWN HEREON.

NOTE: THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF CARE AND PRACTICE FOR THE STATE OF COLORADO AND THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF. THIS STATEMENT DOES NOT CONSTITUTE A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

GENERAL NOTES

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE RECORD TITLE, EASEMENTS OR RIGHTS-OF-WAY. FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-814795-CO, WITH AN EFFECTIVE DATE OF OCTOBER 3, 2017 AT 5:00 P.M., WAS RELIED UPON FOR ALL INFORMATION REGARDING RECORD TITLE, EASEMENTS OF RECORD AND RIGHTS-OF-WAY.
2. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREIN CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED IN THE SURVEYOR'S CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS WRITTEN RECERTIFICATION BY THE SURVEYOR OF RECORD NAMING SAID PERSON OR ENTITY.
5. THIS SURVEY DOES NOT SHOW THE LOCATION OF, OR ENCROACHMENTS BY, SUBSURFACE FOOTINGS AND/OR FOUNDATIONS OF ANY BUILDINGS SHOWN HEREON. IF FLOOD ZONE DATA, ZONING AND SETBACK DATA, OR BUILDING RESTRICTION LINES ARE SHOWN HEREON, IT IS FOR INFORMATIONAL PURPOSES ONLY, HAVING BEEN OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH AZTEC CONSULTANTS, INC. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION.
6. BURIED UTILITIES AND PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES AND/OR LOCATIONS DERIVED FROM A FIELD SURVEY OF UTILITY MARKINGS PROVIDED BY AN INDEPENDENT UTILITY LOCATING FIRM. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. AZTEC CONSULTANTS, INC. DOES NOT ALLOW FIELD PERSONNEL TO ACCESS UTILITY MANHOLES OR ENCLOSED STRUCTURES, THEREFORE SUB-SURFACE PIPE SIZES NOTED HEREIN ARE OBSERVED FROM SURFACE LOCATIONS AND/OR TAKEN FROM RECORD DRAWINGS. IF MORE ACCURATE LOCATIONS AND/OR SIZES OF UNDERGROUND UTILITIES OR PIPELINES ARE REQUIRED, THE UTILITY OR PIPELINE LOCATION AND/OR SIZE WILL HAVE TO BE VERIFIED BY FIELD POTHOLING. AZTEC CONSULTANTS, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UNDERGROUND UTILITIES AND PIPELINES.
7. THE LINEAL UNITS OF MEASURE SHOWN ON THIS SURVEY ARE BASED UPON THE U.S. SURVEY FOOT.
8. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AZTEC CONSULTANTS, INC. AND WAS COMPLETED ON OCTOBER 17, 2016 AND JULY 7, 2017.
9. PER THE ADAMS COUNTY ASSESSOR'S OFFICE, THE SUBJECT PROPERTY IS NOT ADDRESSED AS OF THE DATE OF THIS SURVEY.
10. THE SURVEYED PROPERTY CONTAINS A TOTAL OF 1,129,679 SQUARE FEET OR 25.934 ACRES, MORE OR LESS.
11. ALL STREETS AND/OR ALLEYS SHOWN HEREON ARE DULY DEDICATED AND MAINTAINED PUBLIC ROADWAYS.
12. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN THE RECENT MONTHS.
13. THERE IS NO OBSERVED EVIDENCE OF ANY WETLAND AREAS DELINEATED BY APPROPRIATE AUTHORITIES.
14. THERE ARE NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
15. THE INTERSECTION OF EAST 19TH AVENUE AND SICILY STREET IS APPROXIMATELY 1,542 FEET WEST OF SUBJECT PROPERTY.
16. OFFSITE EASEMENTS ARE SHOWN HEREON.
17. THE NET SQUARE FOOTAGE INCLUDES A 25' WIDTH OF THE MULTI USE EASEMENT LOCATED ALONG THE EAST AND SOUTH PROPERTY BOUNDARY AND CONTAINS A TOTAL OF 1,041,298 SQUARE FEET OR 23.905 ACRES, MORE OR LESS.

SCALE	N.T.S.
DATE	07-11-2017

ADDED AREA OF MULTI-USE ESMT	
ADDED NET SQUARE FOOTAGE	
PER UPDATED TITLE COMMITMENT	
PER UPDATED TITLE COMMITMENT	
DATE	
BY	
COMMENT	

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC
CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY
SEC. 36, T3S, R66W, 6TH P.M.
Aurora, Colorado
PREPARED FOR
JANSEN STRAWN CONSULTING ENGINEERS, INC.
45 WEST SECOND AVENUE, DENVER, CO 80223

SHEET	ONE
OF	3 SHEETS
JOB NO.	51316-14

ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN SECTION 36,
TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

TITLE COMMITMENT NOTES

FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-814795-CO, WITH AN EFFECTIVE DATE OF OCTOBER 3, 2017 AT 5:00 P.M.. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES.

- # INDICATES THE SCHEDULE B – SECTION 2 ITEM NUMBER PER THE COMMITMENT REFERENCED ABOVE.

ITEM NUMBERS 1–6 ARE STANDARD EXCEPTIONS AND HAVE NOT BEEN ADDRESSED BY THIS SURVEY.
- #7 ALL RIGHTS TO ANY AND ALL MINERALS, ORE AND METALS OF ANY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GAS AND OTHER LIKE SUBSTANCES IN OR UNDER THE LAND, THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH ENOUGH OF THE SURFACE OF THE SAME AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING OF SUCH MINERALS AND SUBSTANCES, AS RESERVED IN PATENT FROM THE STATE OF COLORADO, RECORDED JUNE 10, 1915 IN BOOK 73 AT PAGE 419. **AFFECTS THE SURVEYED PROPERTY BUT IS NOT A PLOTTABLE ITEM.**
- #8 THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- #9 THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- #10 TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE AIR RIGHTS COVENANTS RECORDED AUGUST 29, 1989 IN BOOK 3596 AT PAGE 193. **AFFECTS THE SURVEYED PROPERTY AND IS BLANKET IN NATURE.**
- #11 ORDINANCE NO. 85–278, ANNEXING SUBJECT PROPERTY TO THE CITY OF AURORA, COLORADO, RECORDED AUGUST 11, 1987 IN BOOK 3354 AT PAGE 162.
NOTE: ANNEXATION PLATS IN CONNECTION THEREWITH RECORDED AUGUST 11, 1987 AT RECEPTION NO. 761411 AND OCTOBER 26, 1987 AT RECEPTION NO. 777870. **AFFECTS THE SURVEYED PROPERTY BUT IS NOT A PLOTTABLE ITEM.**
- #12 THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- #13 TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE E-470 PUBLIC HIGHWAY AUTHORITY RECORDED DECEMBER 19, 1995 IN BOOK 4646 AT PAGE 971.
NOTE: CORRECTED RULE AND ORDER IN CONNECTION THEREWITH RECORDED JANUARY 5, 2005 AT RECEPTION NO. 20050105000015420.
NOTE: NOTE: SAID RULE AND ORDER AFFECTS THAT PORTION OF SAID LAND WHICH IS DESCRIBED AS THE TC-96, TC-97, MU-96 EASEMENTS PARCELS, FOR THE BENEFIT OF THE E-470 PUBLIC HIGHWAY AUTHORITY. **AFFECTS THE SURVEYED PROPERTY. THE MULTI-USE EASEMENT AS DESCRIBED AT RECEPTION NO. 20050105000015420 IS PLOTTED HEREIN.**
- #14 ORDINANCE NO. 2000–30, FOR REZONING, RECORDED JUNE 1, 2000 IN BOOK 6145 AT PAGE 178. **AFFECTS THE SURVEYED PROPERTY BUT IS NOT A PLOTTABLE ITEM.**
- #15 TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE LONG-TERM AGREEMENTS TO RESTRICT MINERAL DEVELOPMENT NO. LT3451 RECORDED MARCH 28, 2003 AT RECEPTION NO. C1116614 AND RECORDED JULY 2, 2003 AT RECEPTION NO. C1168482. **AFFECTS THE SURVEYED PROPERTY BUT IS NOT A PLOTTABLE ITEM.**
- #16 THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- #17 EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE EASTGATE, A CAPELLUS DEVELOPMENT FRAMEWORK DEVELOPMENT PLAN, RECORDED JANUARY 30, 2004 AT RECEPTION NO. C1271442. **THE REFERENCED DEVELOPMENT PLAN AFFECTS THE SURVEYED PROPERTY BUT THERE ARE NO PLOTTABLE EASEMENTS PER SAID PLAN WHICH LIE WITHIN THE SURVEYED PROPERTY.**
- #18 ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EASTGATE COMMERCIAL METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 8, 2005 AT RECEPTION NO. 20050208000131930. **AFFECTS THE SURVEYED PROPERTY BUT IS NOT A PLOTTABLE ITEM.**

TITLE COMMITMENT NOTES (CONTINUED)

- #19 THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- #20 COVENANTS, CONDITIONS, RESTRICTIONS, PROVISIONS, EASEMENTS AND ASSESSMENTS AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PROLOGIS PARK 70 II RECORDED JANUARY 3, 2012 AT RECEPTION NO. 2012000000151, AND FIRST AMENDMENT RECORDED AUGUST 4, 2016 AT RECEPTION NO. 2016000063459, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, AND ANY AND ALL AMENDMENTS, ASSIGNMENTS, OR ANNEXATIONS THERETO.
NOTE: VARIANCE IN CONNECTION THEREWITH RECORDED JANUARY 3, 2012 AT RECEPTION NO. 2012000000153. **AFFECTS THE SURVEYED PROPERTY AND IS BLANKET IN NATURE.**
- #21 TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE AVIGATION EASEMENT RECORDED JULY 17, 2013 AT RECEPTION NO. 2013000061694. **AFFECTS THE SURVEYED PROPERTY AND IS BLANKET IN NATURE.**
- #22 TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE EASEMENT FOR SIDEWALK PURPOSES RECORDED JULY 10, 2015 AT RECEPTION NO. 2015000055319. **AFFECTS THE SURVEYED PROPERTY AND IS PLOTTED HEREIN.**
- #23 THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- #24 ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PARK 70 METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED OCTOBER 15, 2015 AT RECEPTION NO. 2015000086426. **AFFECTS THE SURVEYED PROPERTY BUT IS NOT A PLOTTABLE ITEM.**
- #25 AN EASEMENT FOR UTILITY LINES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, AS SET FORTH IN AN INSTRUMENT RECORDED JULY 19, 2016 AT RECEPTION NO. 2016000057611. **AFFECTS THE SURVEYED PROPERTY AND IS PLOTTED HEREIN.**
- #26 THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- #27 EXISTING LEASES AND TENANCIES. **NOT ADDRESSED BY THIS SURVEY**
- #28 THE FOLLOWING MATTERS DISCLOSED BY AN ALTA/NSPS SURVEY MADE BY AZTEC CONSULTANTS, INC. ON OCTOBER 17, 2016, DESIGNATED AS JOB NO. 51316-14:
A) WIRE FENCE LIES 0.5' SOUTHEAST OF PROPERTY;
B) PLASTIC FENCE LIES 4.2' SOUTHEAST OF PROPERTY;
C) WIRE FENCE LIES 0.6' SOUTH OF PROPERTY.
- #29 UPON SATISFACTION OF THE REQUIREMENTS CONTAINED IN SECTION ONE OF SCHEDULE B, THE EXCEPTIONS SHOWING AS PARAGRAPHS 1, 2, 3, 4 AND 27 OF SECTION TWO OF SCHEDULE B WILL BE REMOVED ON THE FINAL POLICY. **NOT ADDRESSED BY THIS SURVEY**

SCALE N.T.S.	RDS RDS	DATE 07-11-2017
-----------------	------------	--------------------

ADDED AREA OF MULTI-USE ESMT	ADDED NET SQUARE FOOTAGE	PER UPDATED TITLE COMMITMENT	PER UPDATED TITLE COMMITMENT
07/28/17	09/13/17	10/6/17	10/31/17
RDS	DRH	JEL	JEL
BY	DATE	BY	COMMENT



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY
SEC. 36, T3S, R66W, 6TH P.M.
Aurora, Colorado
PREPARED FOR
JANSEN STRAWN CONSULTING ENGINEERS, INC.
45 WEST SECOND AVENUE, DENVER, CO 80223

ALTA/NSPS LAND TITLE SURVEY

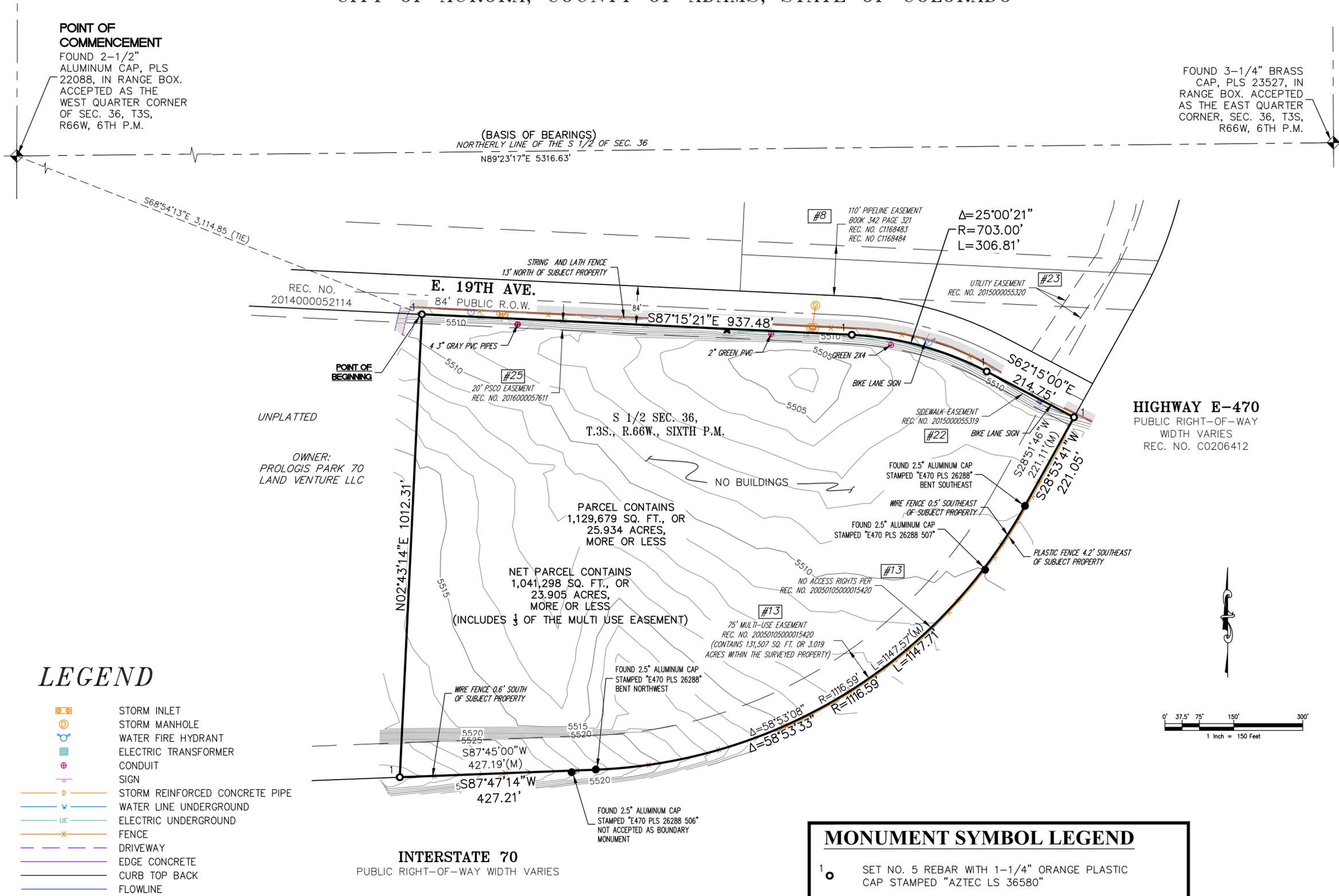
A PARCEL LOCATED IN SECTION 36,
TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

POINT OF COMMENCEMENT

FOUND 2-1/2" ALUMINUM CAP, PLS 22088, IN RANGE BOX. ACCEPTED AS THE WEST QUARTER CORNER OF SEC. 36, T3S, R66W, 6TH P.M.

FOUND 3-1/4" BRASS CAP, PLS 23527, IN RANGE BOX. ACCEPTED AS THE EAST QUARTER CORNER, SEC. 36, T3S, R66W, 6TH P.M.

(BASIS OF BEARINGS)
NORTHERLY LINE OF THE S 1/2 OF SEC. 36
N89°23'17"E 5316.63'



LEGEND

- STORM INLET
- STORM MANHOLE
- WATER FIRE HYDRANT
- ELECTRIC TRANSFORMER
- CONDUIT
- SIGN
- STORM REINFORCED CONCRETE PIPE
- WATER LINE UNDERGROUND
- ELECTRIC UNDERGROUND
- FENCE
- DRIVEWAY
- EDGE CONCRETE
- CURB TOP BACK
- FLOWLINE
- PAN
- CONCRETE
- ASPHALT PAVEMENT
- GRAVEL ROAD

MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 36580"
- FOUND MONUMENT AS DESCRIBED
- FOUND SECTION CORNER AS DESCRIBED
- R.O.W. RIGHT-OF-WAY
- (M) MEASURED BEARING AND DISTANCE

SCALE	1" = 150'
RDS	07/28/17
DRH	09/13/17
JEL	10/6/17
JEL	10/31/17
DATE	07-11-2017
BY	
COMMENT	

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC

CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY
SEC. 36, T3S, R66W, 6TH P.M.
Aurora, Colorado
PREPARED FOR
JANSEN STRAWN CONSULTING ENGINEERS, INC.
45 WEST SECOND AVENUE, DENVER, CO 80223

ALTA COMMITMENT

[Following this page.]

Amended 11/21/17



First American Title Insurance Company

**1125 17th Street, Suite 500
Denver, CO 80202**

December 05, 2017

Mindy Rietz
Prologis
1800 Wazee Street, Suite 500
Denver, CO 80202
Phone: (303)567-5983

Customer Reference: Vacant Land

Order Number: NCS-814795-CO

Escrow Officer: Kathryn Miller
Phone: (303)876-1120
Email: katiemiller@firstam.com

Title Officer: Caitlin Odorfer
Phone: (415) 837-2277
Email: codorfer@firstam.com

Buyer:

Property: Vacant Land
Aurora, Colorado

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company National Commercial Services maintain the fundamental principle:

Customer First!

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

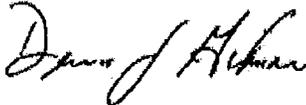
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

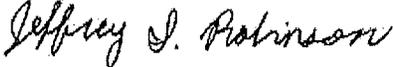
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

**COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE A**

UPDATED

1. Effective Date: October 3, 2017 at 5:00 p.m.
 - a. PROFORMA ALTA Ext Owner Policy \$

Proposed Insured:
Colorado Aurora Property Partners, LLC, a Florida limited liability company
2. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
3. Title to the estate or interest in the Land is at the Effective Date vested in:

Prologis Park 70 Land Venture, LLC, a Delaware 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.

For informational purposes only: 25.934 Acres Vacant Land
Aurora, Colorado

EXHIBIT A

Commitment No.: NCS-814795-CO

The land referred to in Schedule A is situated in the County of Adams, State of Colorado and is described as follows:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF SECTION 36 TO BEAR NORTH 89°23'17" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 68°54'13" EAST A DISTANCE OF 3,114.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 19TH AVENUE AS DESCRIBED AT RECEPTION NO. 2014000052114 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 87°15'21" EAST A DISTANCE OF 937.48 FEET TO A POINT OF CURVATURE;
- 2) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25°00'21", A RADIUS OF 703.00 FEET, AN ARC LENGTH OF 306.81 FEET AND A CHORD THAT BEARS SOUTH 74°45'10" EAST A DISTANCE OF 304.38 FEET;
- 3) SOUTH 62°15'00" EAST A DISTANCE OF 214.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED AT RECEPTION NO. CO206412 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 28°53'41" WEST A DISTANCE OF 221.05 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 58°53'33", A RADIUS OF 1,116.59 FEET, AN ARC LENGTH OF 1,147.71 FEET AND A CHORD THAT BEARS SOUTH 58°20'28" WEST A DISTANCE 1,097.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 70;

THENCE SOUTH 87°47'14" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 427.21 FEET;

THENCE NORTH 02°43'14" EAST A DISTANCE OF 1,012.31 FEET TO THE POINT OF BEGINNING.

For informational purposes only: APN: a portion of 0182136300005

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.
4. This item has been intentionally deleted.
5. Recordation of a Warranty Deed satisfactory to the Company, from Prologis Park 70 Land Venture, LLC, a Delaware limited liability company, vesting fee simple title in and to Colorado Aurora Property Partners, LLC, a Florida limited liability company.
6. This item has been intentionally deleted.
7. Receipt by the Company of the following documentation for Prologis Park 70 Land Venture, LLC, a Delaware limited liability company:

Operating Agreement, and all amendments thereto, if any.
Certificate of Good Standing issued by the Delaware Secretary of State.
8. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Prologis Park 70 Land Venture, LLC, a Delaware limited liability company.

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION TWO

EXCEPTIONS

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Water rights, claims or title to water, whether or not shown by the public records.
7. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded June 10, 1915 in Book 73 at Page 419.
8. This item has been intentionally deleted.
9. This item has been intentionally deleted.
10. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Air Rights Covenants recorded August 29, 1989 in Book 3596 at Page 193.
11. Ordinance No. 85-278, Annexing subject property to the City of Aurora, Colorado, recorded August 11, 1987 in Book 3354 at Page 162.
12. This item has been intentionally deleted.
13. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution of the Board of Directors of the E-470 Public Highway Authority recorded December 19, 1995 in Book 4646 at Page 971.

NOTE: Corrected Rule and Order in connection therewith recorded January 5, 2005 at Reception No. 20050105000015420.

NOTE: Note: Said Rule and Order affects that portion of said land which is described as the TC-96, TC-97, MU-96 easements parcels, for the benefit of the E-470 Public Highway Authority.

14. Ordinance No. 2000-30, for Rezoning, recorded June 1, 2000 in Book 6145 at Page 178.
- 15. Terms, conditions, provisions, obligations and agreements as set forth in the Long-Term Agreements To Restrict Mineral Development No. LT3451 recorded March 28, 2003 at Reception No. C1116614 and recorded July 2, 2003 at Reception No. C1168482.
16. This item has been intentionally deleted.
17. Easements, notes, covenants, restrictions and rights-of-way as shown on the EastGate, a Catellus Development Framework Development Plan, recorded January 30, 2004 at Reception No. C1271442.
18. Any tax, lien, fee or assessment by reason of inclusion of subject property in the EastGate Commercial Metropolitan District, as evidenced by instrument recorded February 8, 2005 at Reception No. 20050208000131930.
19. This item has been intentionally deleted.
20. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants, Conditions, Restrictions and Easements for Prologis Park 70 II recorded January 3, 2012 at Reception No. 2012000000151, and First Amendment recorded August 4, 2016 at Reception No. 2016000063459, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

NOTE: Variance in connection therewith recorded January 3, 2012 at Reception No. 2012000000153.
21. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Avigation Easement recorded July 17, 2013 at Reception No. 2013000061694.
22. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement for Sidewalk Purposes recorded July 10, 2015 at Reception No. 2015000055319.
23. This item has been intentionally deleted.
24. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Park 70 Metropolitan District, as evidenced by instruments recorded October 15, 2015 at Reception No. 2015000086426.
25. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded July 19, 2016 at Reception No. 2016000057611.
26. This item has been intentionally deleted.
27. Existing leases and tenancies.

28. The following matters disclosed by an ALTA/NSPS survey made by AZTEC Consultants, Inc. on October 17, 2016, last revised November 17, 2016, designated Job No. 51316-14:
- A) Wire fence lies 0.5' southeast of property;
 - B) Plastic fence lies 4.2' southeast of property;
 - C) Wire fence lies 0.6' south of property.
29. Upon satisfaction of the requirements contained in section one of Schedule B, the exceptions showing as paragraphs 1, 2, 3, 4 and 27 of section two of Schedule B will be removed on the final policy.

EXHIBIT B
Statement of Charges

ALTA Extended Owner's Policy - 2006	\$ TBD
Tax Certification	\$ 25.00
CO 100.31	\$ 2,000.00
ALTA 35.3-06	\$ 1,500.00
ALTA 17-06	\$ 100.00
ALTA 39-06	\$ 0.00
	\$

CONDITIONS

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



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's 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.

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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**

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

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

NOTE: Pursuant to C.R.S. 38-35-125(2) 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 withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

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.

RECORDED DOCUMENTS

[Following this page.]

SLB 241-4
05/97

STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS
Department of Natural Resources

LONG-TERM AGREEMENT TO RESTRICT MINERAL DEVELOPMENT

NO. LT 3451

d

THIS AGREEMENT, dated this 1st day of January 2003, made and entered into by and between the STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS, hereinafter called the State, and CATELLUS COMMERCIAL DEVELOPMENT CORPORATION,
165 South Union Boulevard, Suite 852, Lakewood, CO 80228 hereinafter called the surface owner:

WITNESSETH

WHEREAS, the surface owner has applied for a mineral development restriction covering all minerals* underlying the land described below and has paid a filing fee in the amount of \$ 20.00; and

WHEREAS, said application has been approved by the State and is hereby made a part hereof; and

WHEREAS, the surface owner is the record owner of the surface interest of the land covered hereby, or is the designated agent or trustee for the record owner or owners (proof of said ownership to be furnished at the State's request); and

WHEREAS, to protect the surface owner, the surface owner desires to acquire from the State an agreement to restrict the development of the mineral estate owned by the State; and

THEREFORE, for and in consideration of the premises and subject to any existing mineral leases in effect at the time this agreement is executed, the State covenants and agrees that it will not lease, or cause to be developed, any and all minerals owned by the State except as described herein in the following land, situated in the County of Adams, State of Colorado, more particularly described as follows:

<u>ACRES</u>	<u>SUBDIVISION</u>	<u>SEC.TWP.RGE.</u>	<u>PATENTS</u>
294.70 acres m/l	Fractional part of S/2N/2, and Fractional part of S/2, and as further described in attached Exhibit A	36 3S 66W 6 th PM	3027

containing 294.70 acres, more or less

FUND School

(NOTE: The State assumes no responsibility for the accuracy of descriptions furnished by the surface owner nor does it admit any liability for loss or damage due to inaccuracy on the surface owner's part in describing the land involved.)

*See Item 8, Protection from Offset Drainage.

Subject to the following existing mineral leases: None

1. TERM -- The term of this agreement shall be seventy-five (75) years from the hour of twelve o'clock noon on the date hereof, to the hour of twelve o'clock noon on January 1, 2078.
2. RENTS -- The surface owner shall pay to the State advance rental of forty four thousand two hundred fifty and no/dollars, (\$ 44,250.00) computed at the rate of \$ 2.00 per acre, or fraction thereof, per year for the term of 75 years of the lands covered hereby.

KC40486B02



3. NON-DEVELOPMENT BONUS -- The surface owner shall pay to the State on the date of execution of this agreement a non-development bonus of N/A dollars (\$ _____), in addition to the rentals provided for in this agreement. This bonus, based on the value of the minerals as set by the State, is a one-time payment.
4. PENALTIES -- A penalty shall be imposed for, but not limited to, late payments, improper payments, violation of any covenant of this lease, or false statements made to the State. Penalties shall be determined by the State and may be in the form of, but not limited to, interest, fees, and fines.
5. SURRENDER -- The surface owner may at any time with the written consent of the State, surrender and cancel this agreement insofar as the same covers all or any portion of the land herein, provided that this surrender clause shall become inoperative immediately and concurrently with the institution of any suit in any court of law by the surface owner, the State, or any assignee of either to enforce this agreement or any of its terms, express or implied. If this agreement is terminated for any reason, no rental or bonus refund shall be made, nor will rental or bonus be transferred or credited in any way to another account. All paid up rental and bonus shall be forfeited unless otherwise agreed to by the State.
6. RECEIPT FOR PAYMENTS -- This agreement shall not be in effect until the State has received cash or the cash proceeds of any check tendered in payment for fees, bonus, or rental. All payments shall be made on or before the date due and any default may subject this agreement to cancellation as set out in Paragraph 15.
7. TRANSFER AND ASSIGNMENT -- The parties expressly agree that the mineral development restrictions set forth in this agreement run with the land, and shall be binding upon all subsequent owners of all or any portion of the land covered hereby.
8. PROTECTION FROM OFFSET DRAINAGE -- In case of offset drainage the surface owner will be offered an oil and gas lease and will be required to develop any and all oil or gas underlying this surface or, in lieu of drilling, pay a in-lieu royalty based on technical information and set by the Board.
9. NO RIGHT TO DEVELOP MINERALS -- Except as expressly set forth herein, this agreement does not give the surface owner any authority to explore for, prospect, develop, extract or use any minerals associated with the mineral estate of the State.
10. INDEMNIFICATION OF THE STATE -- The surface owner agrees to hold the State harmless for, and to indemnify the State against any and all manner of claims arising or to arise from this agreement or the State's mineral estate whether from soil or surface subsidence or from any other cause.
11. UNIT AGREEMENTS -- In the event the State permits the lands herein to be unitized or pooled with other lands, the terms of this agreement shall be modified to conform to such unit agreement.
12. GOVERNMENT CONTROL -- Any matter over which the United States Government assumes exclusive control is exempted from any of the provisions of this agreement.
13. EXTENSION -- Any request for an extension of the term of this agreement will not be considered prior to the last year of the term. All requests must be in writing. The granting of an extension will be at the option of the State.
14. COMPLIANCE WITH LAW -- Nothing in this agreement shall be construed as a waiver by the State of any right or remedy given to it by law for the administration of State-owned minerals.
15. FORFEITURE -- Upon failure or default of the surface owner or its assignee to comply with any of the provisions or covenants hereof, the State is hereby authorized to cancel this agreement, and such cancellation shall extend to, and include, all rights hereunder as to the whole of the tract so claimed or possessed by the surface owner or its assignee so defaulting, but shall not extend to nor affect the rights of any surface owner not in default; provided, that in the event of any such default or failure to comply with any of the terms and conditions hereof, the State shall, before any such cancellation may be made, send by certified mail to the surface owner or assignee so defaulting, to the post office address of the surface owner or assignee, as shown by the records of the State, a notice of intention to cancel for such default, specifying the same, and if within thirty (30) days from the date of mailing said notice, the surface owner or assignee shall have paid all rents or bonuses in default, and shall have begun in good faith to correct such other default as may have been specified, and shall thereafter diligently prosecute the correction of such default, there shall not be a cancellation therefor. If such default is not corrected, or correction thereof is not begun in good faith as hereinabove required, within thirty (30) days after the mailing of such notice, this agreement will terminate and be cancelled by operation of this paragraph without further action by the State, or further notice to the surface owner.

- 16. **FALSE STATEMENTS** -- Misrepresentation or false statements on the part of the applicant or surface owner, or failure to comply with any of the conditions set out in this agreement or in the application which is a part hereof, may subject this agreement to cancellation by the State.
- 17. **CONDEMNATION** -- If the State's mineral estate shall be taken in any condemnation proceeding, this agreement shall automatically terminate as of the date of taking. The award for such condemnation shall be paid to the State. If only a portion of the mineral estate is taken by condemnation, the State may, at its option, terminate this agreement or terminate only that portion of the agreement covering the mineral estate so taken.
- 18. **SUCCESSORS CLAUSE** -- The benefits and obligations of this agreement shall inure to and be binding upon the heirs, legal representatives, successors or assigns of the surface owner.

IN WITNESS WHEREOF, The parties hereto have executed the foregoing, the same to be effective as of the day and year first above written.

STATE BOARD OF LAND COMMISSIONERS

Recommended:

Mark W. Davis
Mark W. Davis, Minerals Director

Diane Evans
Diane Evans, State Board of Land Commissioners

Christopher J. [unclear]
Christopher J. [unclear], State Board of Land Commissioners

SURFACE OWNER
CATELLUS COMMERCIAL DEVELOPMENT CORPORATION

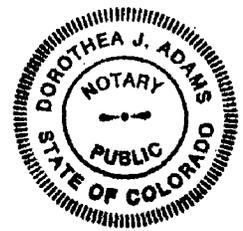
Ray C. Putman
Senior Vice President
Seal or Authority 01/06/03

ATTEST

State of Colorado
County of Jefferson

The foregoing instrument was acknowledged before me this 10th day of January, 2003, by Ray C. Putman as being authorized to execute same.

(SEAL)



Dorothea J. Adams
Notary Public
My Commission Expires 9-22-06

EXHIBIT A of LT 3451
CATELLUS PARCEL E-470 AND I-70
DECEMBER 11, 2002

A PARCEL OF LAND LOCATED IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 36; THENCE N00°12'34"E ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 A DISTANCE OF 367.42 FEET TO A POINT ON THE SOUTHERLY LINE OF SMITH ROAD WHICH IS ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N82°59'02"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 447.81 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 AS DESCRIBED IN LIS PENDENS RECORDED IN BOOK 4822 AT PAGE 884, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY AND NORTHERLY LINE OF SAID E-470 RIGHT-OF-WAY THE FOLLOWING 8 COURSES: 1) THENCE S27°38'30"W A DISTANCE OF 58.91 FEET; 2) THENCE S10°49'06"W A DISTANCE OF 701.50 FEET; 3) THENCE S15°30'40"W A DISTANCE OF 633.19 FEET TO A POINT OF CURVATURE; 4) THENCE 220.22 ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 908.12 FEET, A CENTRAL ANGLE OF 13°53'40" AND A CHORD WHICH BEARS S22°27'30"W A DISTANCE OF 219.68 FEET; 5) THENCE S29°24'19"W A DISTANCE OF 520.94 FEET TO A POINT OF CURVATURE; 6) THENCE 1147.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1116.59 FEET, A CENTRAL ANGLE OF 58°53'32" AND A CHORD WHICH BEARS S58°51'05"W A DISTANCE OF 1097.84 FEET; 7) THENCE S88°17'52"W A DISTANCE OF 1874.84 FEET; 8) THENCE S89°26'57"W A DISTANCE OF 379.94 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 70 THE FOLLOWING 3 COURSES: 1) THENCE N76°07'12"W A DISTANCE OF 367.65 FEET; 2) THENCE N74°38'42"W A DISTANCE OF 290.29 FEET; 3) THENCE 397.85 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1786.96 FEET, A CENTRAL ANGLE OF 12°45'22" AND A CHORD WHICH BEARS N65°14'26"W A DISTANCE OF 397.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD; THENCE N00°28'12"E ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 1053.39 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CENTURY 21 SUBDIVISION RECORDED IN FILE 13 MAP 6 AS DEFINED BY AN EXISTING GAS LINE; THENCE S86°46'36"E ALONG SAID SOUTHERLY LINE OF CENTURY 21 SUBDIVISION A DISTANCE OF 10.01 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PICADILLY ROAD AS DEFINE BY THE CENTURY 21 SUBDIVISION THE FOLLOWING 2 COURSES; 1) THENCE N00°28'12"E A DISTANCE OF 820.04 FEET; 2) THENCE N00°47'25"E A DISTANCE OF 1024.49 FEET TO A POINT ON THE NORTHERLY LINE OF THE CENTURY 21 SUBDIVISION, WHICH IS ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF SMITH ROAD AND THE UNION PACIFIC RAILROAD; THENCE S82°59'02"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 4855.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 294.701 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE EAST - WEST CENTERLINE OF SECTION 36 WHICH IS ASSUMED TO BEAR S89°54'02"W BEING MONUMENTED BY A FOUND #6 REBAR 1/3 1/2" ALUMINUM CAP LS # 24313 AT THE EAST 1/4 CORNER AND A FOUND 3" BRASS CAP IN RANGE BOX LS # 13327 AT THE W 1/4 CORNER OF SECTION 36.

SLB 241-4
05/97

STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS
Department of Natural Resources

LONG-TERM AGREEMENT TO RESTRICT MINERAL DEVELOPMENT

NO. LT 3451

This document is being rerecorded to reflect the correct name of the surface owner.

THIS AGREEMENT, dated this 1st day of January 2003, made and entered into by and between the STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS, hereinafter called the State, and CATELLUS DEVELOPMENT CORPORATION,
165 South Union Boulevard, Suite 852, Lakewood, CO 80228 hereinafter called the surface owner:

WITNESSETH

WHEREAS, the surface owner has applied for a mineral development restriction covering all minerals* underlying the land described below and has paid a filing fee in the amount of \$ 20.00; and

WHEREAS, said application has been approved by the State and is hereby made a part hereof; and

WHEREAS, the surface owner is the record owner of the surface interest of the land covered hereby, or is the designated agent or trustee for the record owner or owners (proof of said ownership to be furnished at the State's request); and

WHEREAS, to protect the surface owner, the surface owner desires to acquire from the State an agreement to restrict the development of the mineral estate owned by the State; and

THEREFORE, for and in consideration of the premises and subject to any existing mineral leases in effect at the time this agreement is executed, the State covenants and agrees that it will not lease, or cause to be developed, any and all minerals owned by the State except as described herein in the following land, situated in the County of Adams, State of Colorado, more particularly described as follows:

<u>ACRES</u>	<u>SUBDIVISION</u>	<u>SEC. TWP. RGE.</u>	<u>PATENTS</u>
294.70 acres m/l	Fractional part of S/2N/2, and Fractional part of S/2, and as further described in attached Exhibit A	36 3S 66W 6 th PM	3027

containing 294.70 acres, more or less

FUND School

(NOTE: The State assumes no responsibility for the accuracy of descriptions furnished by the surface owner nor does it admit any liability for loss or damage due to inaccuracy on the surface owner's part in describing the land involved.)

*See Item 8, Protection from Offset Drainage.

Subject to the following existing mineral leases: None

1. TERM -- The term of this agreement shall be seventy-five (75) years from the hour of twelve o'clock noon on the date hereof, to the hour of twelve o'clock noon on January 1, 2078.
2. RENTS -- The surface owner shall pay to the State advance rental of forty four thousand two hundred fifty and no/dollars, (\$ 44,250.00) computed at the rate of \$ 2.00 per acre, or fraction thereof, per year for the term of 75 years of the lands covered hereby.

3. NON-DEVELOPMENT BONUS -- The surface owner shall pay to the State on the date of execution of this agreement a non-development bonus of N/A dollars (\$ _____), in addition to the rentals provided for in this agreement. This bonus, based on the value of the minerals as set by the State, is a one-time payment.
4. PENALTIES -- A penalty shall be imposed for, but not limited to, late payments, improper payments, violation of any covenant of this lease, or false statements made to the State. Penalties shall be determined by the State and may be in the form of, but not limited to, interest, fees, and fines.
5. SURRENDER -- The surface owner may at any time with the written consent of the State, surrender and cancel this agreement insofar as the same covers all or any portion of the land herein, provided that this surrender clause shall become inoperative immediately and concurrently with the institution of any suit in any court of law by the surface owner, the State, or any assignee of either to enforce this agreement or any of its terms, express or implied. If this agreement is terminated for any reason, no rental or bonus refund shall be made, nor will rental or bonus be transferred or credited in any way to another account. All paid up rental and bonus shall be forfeited unless otherwise agreed to by the State.
6. RECEIPT FOR PAYMENTS -- This agreement shall not be in effect until the State has received cash or the cash proceeds of any check tendered in payment for fees, bonus, or rental. All payments shall be made on or before the date due and any default may subject this agreement to cancellation as set out in Paragraph 15.
7. TRANSFER AND ASSIGNMENT -- The parties expressly agree that the mineral development restrictions set forth in this agreement run with the land, and shall be binding upon all subsequent owners of all or any portion of the land covered hereby.
8. PROTECTION FROM OFFSET DRAINAGE -- In case of offset drainage the surface owner will be offered an oil and gas lease and will be required to develop any and all oil or gas underlying this surface or, in lieu of drilling, pay a in-lieu royalty based on technical information and set by the Board.
9. NO RIGHT TO DEVELOP MINERALS -- Except as expressly set forth herein, this agreement does not give the surface owner any authority to explore for, prospect, develop, extract or use any minerals associated with the mineral estate of the State.
10. INDEMNIFICATION OF THE STATE -- The surface owner agrees to hold the State harmless for, and to indemnify the State against any and all manner of claims arising or to arise from this agreement or the State's mineral estate whether from soil or surface subsidence or from any other cause.
11. UNIT AGREEMENTS -- In the event the State permits the lands herein to be unitized or pooled with other lands, the terms of this agreement shall be modified to conform to such unit agreement.
12. GOVERNMENT CONTROL -- Any matter over which the United States Government assumes exclusive control is exempted from any of the provisions of this agreement.
13. EXTENSION -- Any request for an extension of the term of this agreement will not be considered prior to the last year of the term. All requests must be in writing. The granting of an extension will be at the option of the State.
14. COMPLIANCE WITH LAW -- Nothing in this agreement shall be construed as a waiver by the State of any right or remedy given to it by law for the administration of State-owned minerals.
15. FORFEITURE -- Upon failure or default of the surface owner or its assignee to comply with any of the provisions or covenants hereof, the State is hereby authorized to cancel this agreement, and such cancellation shall extend to, and include, all rights hereunder as to the whole of the tract so claimed or possessed by the surface owner or its assignee so defaulting, but shall not extend to nor affect the rights of any surface owner not in default; provided, that in the event of any such default or failure to comply with any of the terms and conditions hereof, the State shall, before any such cancellation may be made, send by certified mail to the surface owner or assignee so defaulting, to the post office address of the surface owner or assignee, as shown by the records of the State, a notice of intention to cancel for such default, specifying the same, and if within thirty (30) days from the date of mailing said notice, the surface owner or assignee shall have paid all rents or bonuses in default, and shall have begun in good faith to correct such other default as may have been specified, and shall thereafter diligently prosecute the correction of such default, there shall not be a cancellation therefor. If such default is not corrected, or correction thereof is not begun in good faith as hereinabove required, within thirty (30) days after the mailing of such notice, this agreement will terminate and be cancelled by operation of this paragraph without further action by the State, or further notice to the surface owner.

16. FALSE STATEMENTS -- Misrepresentation or false statements on the part of the applicant or surface owner, or failure to comply with any of the conditions set out in this agreement or in the application which is a part hereof, may subject this agreement to cancellation by the State.
17. CONDEMNATION -- If the State's mineral estate shall be taken in any condemnation proceeding, this agreement shall automatically terminate as of the date of taking. The award for such condemnation shall be paid to the State. If only a portion of the mineral estate is taken by condemnation, the State may, at its option, terminate this agreement or terminate only that portion of the agreement covering the mineral estate so taken.
18. SUCCESSORS CLAUSE -- The benefits and obligations of this agreement shall inure to and be binding upon the heirs, legal representatives, successors or assigns of the surface owner.

IN WITNESS WHEREOF, The parties hereto have executed the foregoing, the same to be effective as of the day and year first above written.

STATE BOARD OF LAND COMMISSIONERS

Recommended:

Mark W. Davis
Mark W. Davis, Minerals Director

Diane Evans
Diane Evans, President

Christopher J. ...
Christopher J. ..., Minerals Director

SURFACE OWNER: Catellus Development Corporation ^{TAK}
By: CATELLUS COMMERCIAL DEVELOPMENT CORPORATION,
its agent,

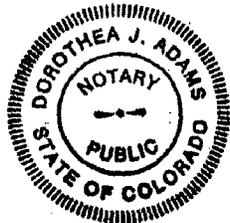
Ray C. Pitt
Senior Vice President
Seal or Authority 01/06/03

ATTEST

State of Colorado
County of Jefferson

The foregoing instrument was acknowledged before me this 6th day of January, 2003, by Ray C. Pittman as being authorized to execute same.

(SEAL)



Dorothea J. Adams
Notary Public
My Commission Expires 9-22-06

EXHIBIT A of LT 3451
CATELLUS PARCEL E-470 AND I-70
DECEMBER 11, 2002

A PARCEL OF LAND LOCATED IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 36; THENCE N00°12'34"E ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 A DISTANCE OF 367.42 FEET TO A POINT ON THE SOUTHERLY LINE OF SMITH ROAD WHICH IS ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N82°59'02"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 447.81 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 AS DESCRIBED IN LIS PENDENS RECORDED IN BOOK 4822 AT PAGE 884, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY AND NORTHERLY LINE OF SAID E-470 RIGHT-OF-WAY THE FOLLOWING 8 COURSES: 1) THENCE S27°38'30"W A DISTANCE OF 58.91 FEET; 2) THENCE S10°49'06"W A DISTANCE OF 701.50 FEET; 3) THENCE S15°30'40"W A DISTANCE OF 633.19 FEET TO A POINT OF CURVATURE; 4) THENCE 220.22 ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 908.12 FEET, A CENTRAL ANGLE OF 13°53'40" AND A CHORD WHICH BEARS S22°27'30"W A DISTANCE OF 219.68 FEET; 5) THENCE S29°24'19"W A DISTANCE OF 520.94 FEET TO A POINT OF CURVATURE; 6) THENCE 1147.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1116.59 FEET, A CENTRAL ANGLE OF 58°53'32" AND A CHORD WHICH BEARS S58°51'05"W A DISTANCE OF 1097.84 FEET; 7) THENCE S88°17'52"W A DISTANCE OF 1874.84 FEET; 8) THENCE S89°26'57"W A DISTANCE OF 379.94 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 70 THE FOLLOWING 3 COURSES: 1) THENCE N76°07'12"W A DISTANCE OF 367.65 FEET; 2) THENCE N74°38'42"W A DISTANCE OF 290.29 FEET; 3) THENCE 397.85 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1786.96 FEET, A CENTRAL ANGLE OF 12°45'22" AND A CHORD WHICH BEARS N65°14'26"W A DISTANCE OF 397.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD; THENCE N00°28'12"E ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 1053.39 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CENTURY 21 SUBDIVISION RECORDED IN FILE 13 MAP 6 AS DEFINED BY AN EXISTING GAS LINE; THENCE S86°46'36"E ALONG SAID SOUTHERLY LINE OF CENTURY 21 SUBDIVISION A DISTANCE OF 10.01 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PICADILLY ROAD AS DEFINE BY THE CENTURY 21 SUBDIVISION THE FOLLOWING 2 COURSES; 1) THENCE N00°28'12"E A DISTANCE OF 820.04 FEET; 2) THENCE N00°47'25"E A DISTANCE OF 1024.49 FEET TO A POINT ON THE NORTHERLY LINE OF THE CENTURY 21 SUBDIVISION, WHICH IS ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF SMITH ROAD AND THE UNION PACIFIC RAILROAD; THENCE S82°59'02"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 4855.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 294.701 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE EAST - WEST CENTERLINE OF SECTION 36 WHICH IS ASSUMED TO BEAR S89°54'02"W BEING MONUMENTED BY A FOUND #6 REBAR 1/3 1/2" ALUMINUM CAP LS # 24313 AT THE EAST 1/4 CORNER AND A FOUND 3" BRASS CAP IN RANGE BOX LS # 13327 AT THE W 1/4 CORNER OF SECTION 36.