

Responses to 2nd Review County Comments, Case No. PLT2025-00039, 02/18/2026

Commenting Division: ROW Review 2nd Review

Name of Reviewer: Thayeng Chang

Date: 12/31/2025

Email:

Resubmittal Required

ROW1: Title Commitment date needs to be within 30 days of the submittal date.

Response: Will update once an updated title has been received.

ROW2: Legal description in title report, plat map, and separate legal description document does not match legal description from linked deed (RN#2016000084211).

Response: The legal description on the plat DOES match the legal description contained in Rec. No. 2016000084211, except for "Parcel F", which is not part of this subdivision and is located East of Downing Street (6150 Downing St.). Also does not include the conveyance to Adams County, as that was recorded two years later.

ROW3: Sheet 1 - Missing 'Know all men by these presents that (owner name(s)), being the sole owner of the following described tract of land:' language at the beginning of CERTIFICATE OF DEDICATION AND OWNERSHIP section.

Response: Added "Know all men by these presents....." to the ownership certificate, as requested.

ROW4: Sheet 1 - Title commitment identifies 4 parcels from the existing subdivision, but the plat map shows 5 parcels; please update title commitment to reflect what is shown on plat map.

Response: The current title commitment, Commitment No. NCS-1213850-CO, shows 5 parcels on Exhibit A, pages 2 and 3 of 13, being Parcels A thru E, as shown on the plat.

ROW5: Sheet 1 - Revise 'SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:' to 'SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:' and delete 'LEGAL DESCRIPTION CONTINUED'

Response: Revised the statement prior to the metes & bounds description of the combined parcels and deleted "LEGAL DESCRIPTION CONTINUED", as requested.

ROW6: Sheet 1 - Correct Legal Description document.

Response: Please clarify as to what needs to be corrected in the legal description document.

ROW7: Remove Clerk and Recorder signature block; Add County Attorney signature block. Please follow this formatting:

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

Response: Removed the clerk & recorder's certificate and added the county attorney's certificate, as requested.

ROW8: Sheet 1 - Under GENERAL NOTES, please list the mineral interests reserved under US Patent #17 from the title report and how it affects property.

Response: Received the language to use for the above request via separate email on 2/17/2026. Added new note number 9 pertaining to mineral interests, as requested.

ROW9: Sheet 1 - Revise CERTIFICATE OF DEDICATION AND OWNERSHIP to read CERTIFICATE OF OWNERSHIP

Response: Did not revise the Certificate of Dedication and Ownership title as there is an access easement being dedicated by this plat, as shown on sheet 4. Also, revised the dedication statement per the language received via separate email on 2/18/2026 for the Lots, Tracts and Easements.

Responses to 2nd Review County Comments, Case No. PLT2025-00039, 02/18/2026

ROW10: Sheet 1 - General Note #8 speaks of utility easements being dedicated, but none are shown on the plat.

Response: Since no utility easements are being dedicated, removed general note #8, as requested.

ROW11: Sheet 2 - The multiple references to “Lot Lines to be Removed Revised by this Plat” is unclear both textually and graphically.

Response: Removed the "Lot Lines to be Removed Revised by this plat" labels, as requested.

ROW12: Sheet 3 - What do the references to “access easement [and parking] to be vacated by separate instrument” shown on lot and in the “Miscellaneous Notes” mean? Shouldn’t this access easement be vacated by the plat if it is shown on an earlier plat?

Response: The access and parking easement was created by a separate instrument and not a subdivision plat, therefore, the easement must be released by separate instrument and not the current plat, especially since it is a private easement.

ROW13: Sheet 4 - The “Line Legend” for the easement to be created by the plat should add a “d” on “create” to read: “EASEMENT CREATED BY THIS PLAT LINES”.

Response: Added the "D" at the end of create, as requested.

Commenting Division: Attorney Review 2nd Review

Name of Reviewer: Sally Daggett

Date: 12/29/2025

Email:

Comment

1. Sheet 1 of 4: Need to add County Attorney’s Office signature block.

Response: Added the county attorney signature block, as requested.

2. Sheet 1 of 4: What is being dedicated? If nothing, should just be a “Certificate of Ownership.”

Response: There is an access easement being dedicated to the county by the plat. Revised to the certificate of dedication and ownership to include the appropriate language for dedicating the easement to the county. Along with adding the language received via separate email on 2/18/2026. See sheet 4 of the Plat

3. Sheet 1 of 4: General Note #8 speaks of utility easements being dedicated, but none are shown on the plat.

Response: Since there are no utility easement being dedicated by the plat, removed general note #8, as requested.

4. Sheet 2 of 4: The multiple references to “Lot Lines to be Removed Revised by this Plat” is unclear both textually and graphically.

Response: Removed the "Lot Lines to be Removed Revised by this plat" labels, as requested.

5. Sheet 2 of 4: What do the references to “access easement [and parking] to be vacated by separate instrument” shown on lot and in the “Miscellaneous Notes” mean? Shouldn’t this access easement be vacated by the plat if it is shown on an earlier plat?

Response: The access and parking easement was created by a separate instrument and not a subdivision plat, therefore, the easement must be released by separate instrument and not the current plat, especially since it is a private easement.

6. Sheet 3 of 4: The “Line Legend” for the easement to be created by the plat should add a “d” on “create” to read: “EASEMENT CREATED BY THIS PLAT LINES”. Is more specificity about who benefits from the access easement needed?

Response: Added the "D" at the end of create, as requested.

Responses to 2nd Review County Comments, Case No. PLT2025-00039, 02/18/2026

7. Sheet 4 of 4: The "Line Legend" for the easement to be created by the plat should add a "d" on "create" to read: "EASEMENT CREATED BY THIS PLAT LINES".

Response: Added the "D" at the end of create, as requested.

PARK CENTRAL FILING NO. 1

A REPLAT OF BLOCK 1, THOMPSON PIPE AND STEEL COMPANY TRACT AND A PORTION OF BLOCKS 91 THROUGH 94, MAPLETON ADDITION
 A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT PROLOGIS, L.P., A DELAWARE LIMITED PARTNERSHIP, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PARCEL A:

BLOCK 1, THOMPSON PIPE AND STEEL COMPANY TRACT, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

BLOCK 91, MAPLETON ADDITION, EXCEPT THE SOUTH 316.57 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL C:

BLOCK 92, MAPLETON ADDITION, EXCEPT THE SOUTH 316.57 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL D:

LOT 94, MAPLETON ADDITION, EXCEPT THE SOUTH 316.57 FEET THEREOF, AND EXCEPT THE WEST 20 FEET THEREOF CONVEYED TO THE COUNTY OF ADAMS BY INSTRUMENT RECORDED IN BOOK 2679 AT PAGE 450, AND EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS BY WARRANTY DEED RECORDED JULY 19, 2006 AT RECEPTION NO. 20060719000727350, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL E:

BLOCK 93, MAPLETON ADDITION, EXCEPT THE SOUTH 316.57 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPTING THEREFROM PARCELS A THRU E ABOVE THAT PORTION CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO, IN WARRANTY DEED RECORDED MAY 10, 2018 AT RECEPTION NO. 2018000037853.

SAID PARCELS BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH SIXTEENTH CORNER BETWEEN SECTION 10 AND SECTION 11, FROM WHICH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 BEARS SOUTH 00°07'22" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID WEST LINE; THENCE SOUTH 62°03'55" EAST, A DISTANCE OF 85.24 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET SOUTHERLY FROM THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11 AND THE POINT OF BEGINNING; THENCE COINCIDENT WITH SAID PARALLEL LINE, NORTH 89°56'49" EAST, A DISTANCE OF 1191.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE COINCIDENT WITH SAID TANGENT CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 89°56'33", AN ARC LENGTH OF 23.55 FEET, HAVING A CHORD BEARING OF SOUTH 45°04'55" EAST, A CHORD DISTANCE OF 21.20 FEET, TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET WESTERLY FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11; THENCE COINCIDENT WITH SAID PARALLEL LINE, SOUTH 00°06'38" EAST, A DISTANCE OF 1208.20 FEET TO A LINE PARALLEL WITH AND DISTANT 50.00 FEET NORTHERLY FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11; THENCE COINCIDENT WITH SAID PARALLEL LINE, NORTH 89°58'07" WEST, A DISTANCE OF 951.53 FEET; THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°07'22" EAST, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTHERLY FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11; THENCE COINCIDENT WITH SAID PARALLEL LINE, NORTH 89°58'07" WEST, A DISTANCE OF 259.94 FEET TO A LINE PARALLEL WITH AND DISTANT 70.00 FEET EASTERLY FROM THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11; THENCE COINCIDENT WITH SAID PARALLEL LINE, NORTH 00°07'22" WEST, A DISTANCE OF 1226.17 FEET; THENCE NORTH 44°49'32" EAST, A DISTANCE OF 7.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,483,459 SQUARE FEET, OR 34.056 ACRES, MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF "PARK CENTRAL FILING NO. 1". THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THE PUBLIC ACCESS EASEMENT 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 QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

EXECUTED THIS ____ DAY OF _____, 2026.

OWNER:

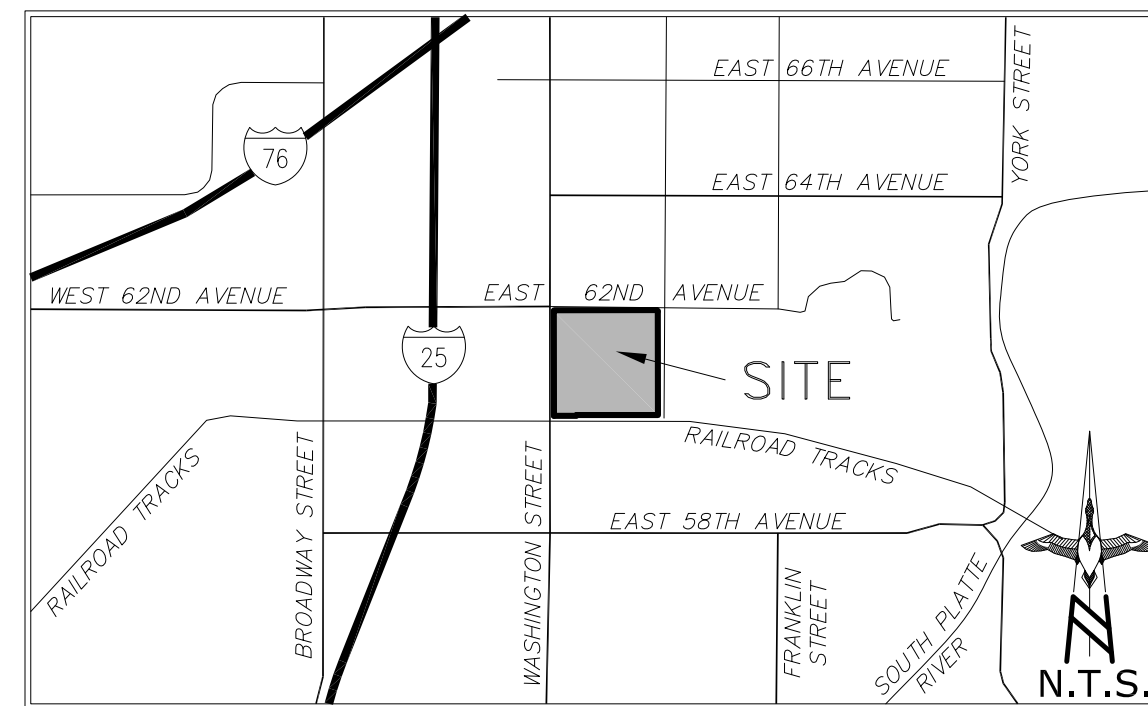
EXECUTED THIS ____ DAY OF _____, 2026.

PROLOGIS, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: PROLOGIS, INC., A MARYLAND CORPORATION, ITS GENERAL PARTNER

BY: _____ AS: _____

VICINITY MAP



SHEET INDEX:

SHEET 1	COVER SHEET
SHEET 2	EXISTING BOUNDARY, LOTS/BLOCKS & EASEMENTS DETAIL
SHEET 3	PROPOSED LOTS & TRACT DETAIL
SHEET 4	PROPOSED ACCESS EASEMENT

ACKNOWLEDGEMENT:

STATE OF COLORADO)
)SS
 CITY & COUNTY OF DENVER)
 THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE THIS ____ DAY OF _____, 2026 BY _____ AS _____ OF PROLOGIS, L.P., A DELAWARE LIMITED PARTNERSHIP, BY PROLOGIS, INC., A MARYLAND CORPORATION, ITS GENERAL PARTNER.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
 MY ADDRESS IS: _____

OWNER:

EXECUTED THIS ____ DAY OF _____, 2026.
 PROLOGIS TARGETED U.S. LOGISTICS FUND, L.P., A DELAWARE LIMITED PARTNERSHIP
 BY: PROLOGIS, L.P., A DELAWARE LIMITED PARTNERSHIP, ITS GENERAL PARTNER
 BY: PROLOGIS, INC., A MARYLAND CORPORATION, ITS GENERAL PARTNER

BY: _____ AS: _____

ACKNOWLEDGEMENT:

STATE OF COLORADO)
)SS
 CITY & COUNTY OF DENVER)
 THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE THIS ____ DAY OF _____, 2026 BY _____ AS _____ OF PROLOGIS TARGETED U.S. LOGISTICS FUND, L.P., A DELAWARE LIMITED PARTNERSHIP, BY PROLOGIS, L.P., A DELAWARE LIMITED PARTNERSHIP, ITS GENERAL PARTNER, BY PROLOGIS, INC., A MARYLAND CORPORATION, ITS GENERAL PARTNER.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
 MY ADDRESS IS: _____

STORM DRAINAGE FACILITIES STATEMENT:

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 OWNERS 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 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 OWNERS.

GENERAL NOTES:

- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, WHICH BEARS NORTH 00°07'22" WEST (NAD 83), BETWEEN THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.
- 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.
- 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 TITLE COMMITMENT NUMBER NCS-1213850-CO, WITH AN EFFECTIVE DATE OF JANUARY 29, 2026 AT 5:00P.M., PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200/3937 METERS.
- BASED ON A REVIEW OF FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 08001C0301J, REVISED JANUARY 20, 2016, SUBJECT PROPERTY IS IN ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.
- MONUMENTATION SHALL BE IN ACCORDANCE WITH THE COLORADO REVISED STATUTES (CRS 38-51-105).
- FIELD WORK FOR THIS SURVEY WAS PERFORMED ON APRIL 10, 2025.
- ALL MINERAL LANDS, AS RESERVED IN U.S. PATENT NO. 17, DATED NOVEMBER 8, 1881, ARE HEREBY NOTED AS A BLANKET INTEREST IN NATURE OVER SAID PROPERTY.

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 28TH DAY OF APRIL, 2025, AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.
 SIGNED THIS ____ DAY OF _____, 2026.

 JESUS A. LUGO, LICENSE NUMBER 38081
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
 FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC

ADAMS COUNTY ATTORNEY'S OFFICE:

APPROVED AS TO FORM

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS ____ DAY OF _____, 2026.

CHAIRMAN

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS ____ DAY OF _____, 2026.

CHAIRMAN

900 south broadway
 suite 320
 denver, co 80209
 p 303.561.3333
 waremalcomb.com

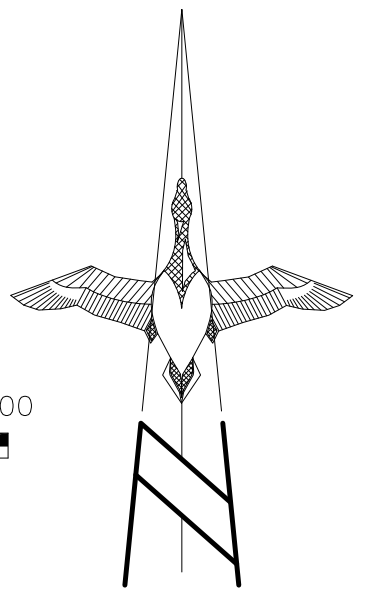
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PREPARATION DATE	APRIL 29, 2025	
1	1ST SUBMITTAL REVIEW	11/10/2025
2	2ND SUBMITTAL REVIEW	02/17/2026
SHEET 1 OF 4		
JOB NO. 25031		

PARK CENTRAL FILING NO. 1

A REPLAT OF BLOCK 1, THOMPSON PIPE AND STEEL COMPANY TRACT AND A PORTION OF BLOCKS 91 THROUGH 94, MAPLETON ADDITION
 A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

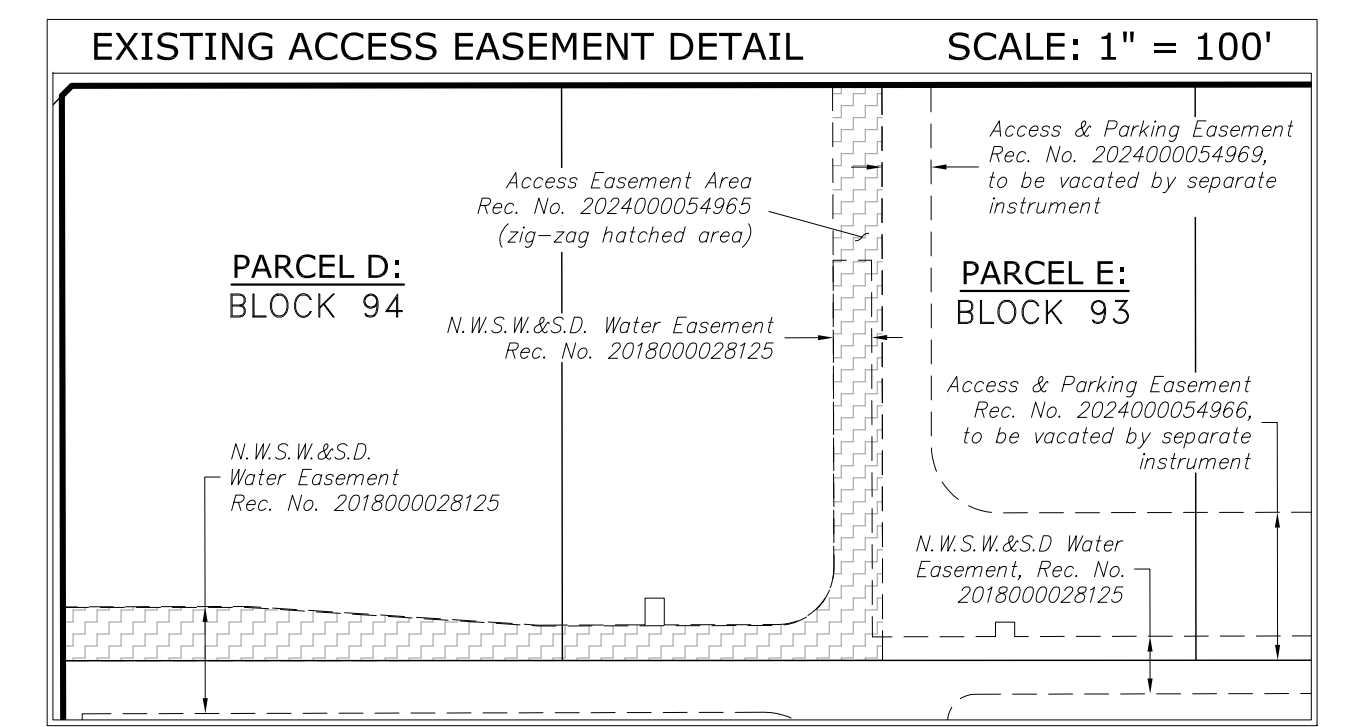
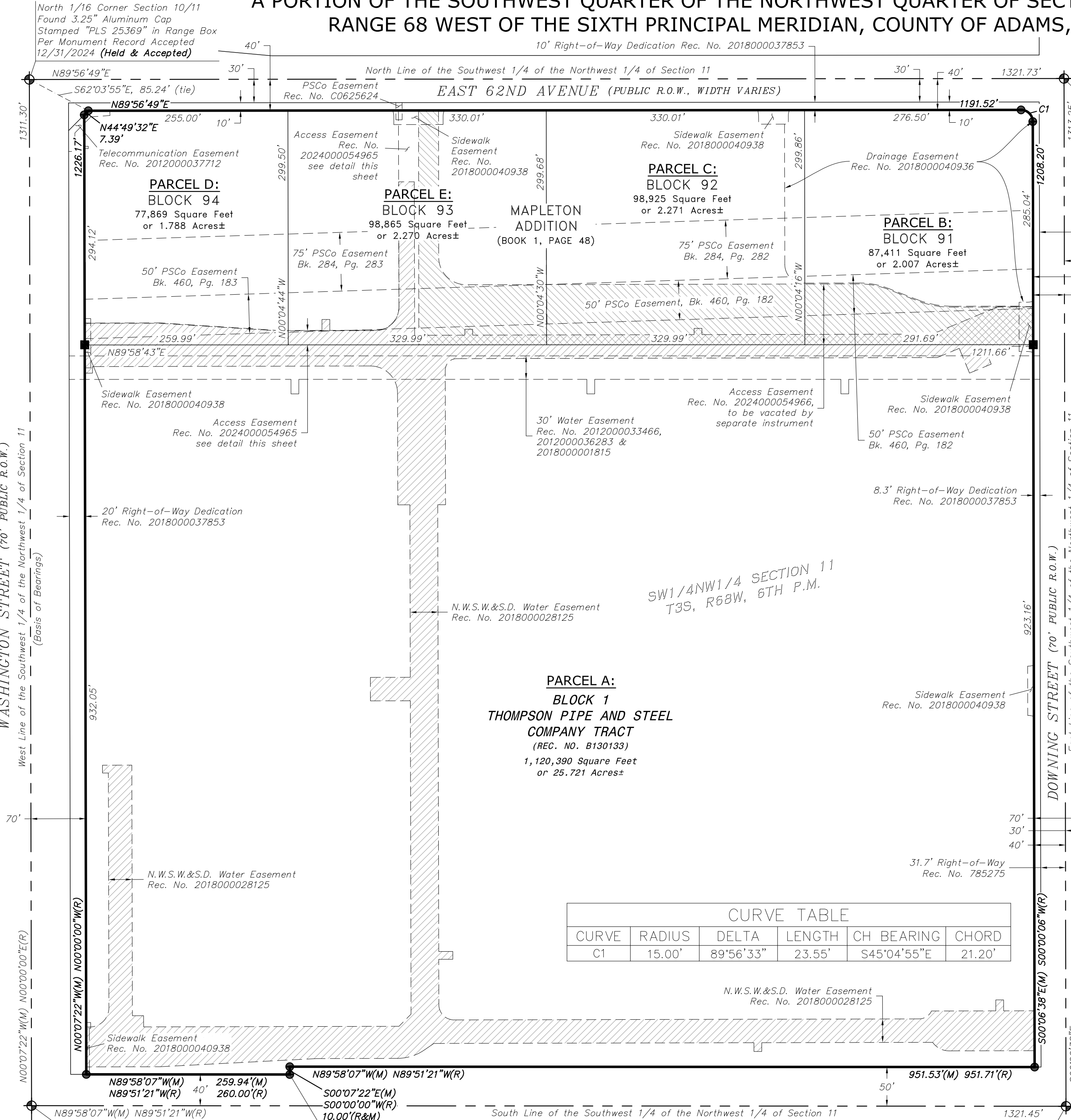


GRAPHIC SCALE
 100 0 50 100
 FEET
 Scale: 1" = 100'

LINE LEGEND	
	= SUBJECT PARCEL BOUNDARY LINES
	= SECTION LINES
	= ADJOINING PARCEL BOUNDARY LINES
	= EXISTING EASEMENT LINES

MONUMENT NOTES	
●	INDICATES FOUND MONUMENT BEING A #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "SCHEITLER PLS 38430", HELD & ACCEPTED, UNLESS NOTED OTHERWISE.
■	INDICATES FOUND MONUMENT BEING A MAG NAIL WITH A 0.75" BRASS TAG STAMPED "PLS 38430", FLUSH WITH GRADE, HELD & ACCEPTED.
⊕	INDICATES FOUND SECTION MONUMENT AS NOTED

MISCELLANEOUS NOTES	
(R)	INDICATES RECORD INFORMATION PER THE PLAT OF THOMPSON PIPE AND STEEL COMPANY TRACT, RECORDED APRIL 26, 1978 AT RECEPTION NO. B130133, ADAMS COUNTY RECORDS.
(M)	INDICATES MEASURED BEARINGS AND DISTANCES
	INDICATES NORTH WASHINGTON STREET WATER & SANITATION DISTRICT (N.W.S.W.&S.D.) WATER EASEMENT RECORDED APRIL 6, 2018 AT RECEPTION NO. 2018000028125, ADAMS COUNTY RECORDS.
	INDICATES ACCESS AND PARKING EASEMENT AGREEMENT RECORDED OCTOBER 4, 2024 AT RECEPTION NO. 2024000054966, ADAMS COUNTY RECORDS, TO BE VACATED BY SEPARATE INSTRUMENT.



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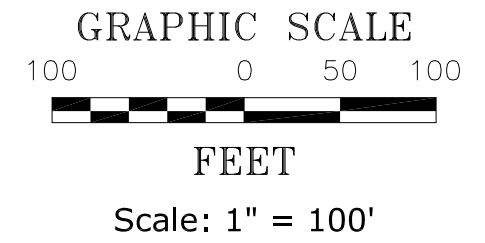
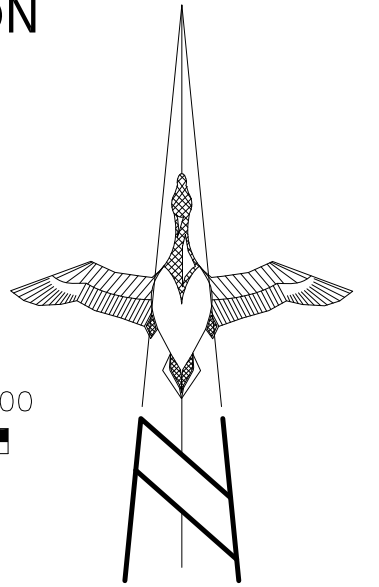
PREPARATION DATE		APRIL 29, 2025	
1	1ST SUBMITTAL REVIEW	11/10/2025	
2	2ND SUBMITTAL REVIEW	02/17/2026	

ALTURA
 LAND CONSULTANTS
 14550 East Easter Avenue, Unit 1000
 Centennial, Colorado 80112 Phone: (720)488-1303

EXISTING BOUNDARY, LOTS/BLOCKS & EASEMENTS DETAIL

PARK CENTRAL FILING NO. 1

A REPLAT OF BLOCK 1, THOMPSON PIPE AND STEEL COMPANY TRACT AND A PORTION OF BLOCKS 91 THROUGH 94, MAPLETON ADDITION
 A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

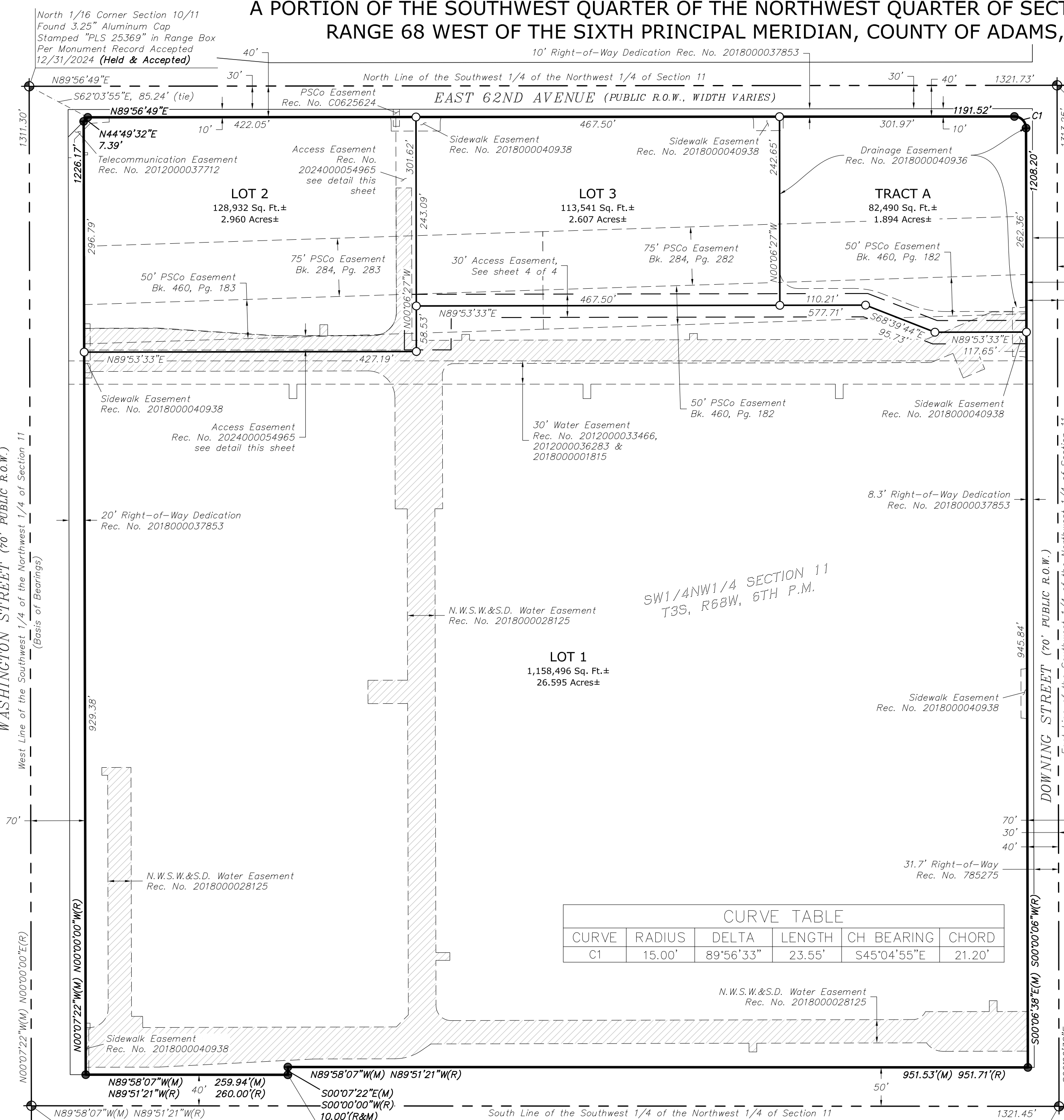


LINE LEGEND

	= SUBJECT PARCEL BOUNDARY LINES
	= SECTION LINES
	= ADJOINING PARCEL BOUNDARY LINES
	= LOT CREATED BY THIS PLAT LINES
	= EXISTING EASEMENT LINES
	= EASEMENT CREATED BY THIS PLAT LINES

- MONUMENT NOTES**
- INDICATES FOUND MONUMENT BEING A #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "SCHEITLER PLS 38430", HELD & ACCEPTED, UNLESS NOTED OTHERWISE.
 - INDICATES SET MONUMENT BEING AN 18" LONG #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081", FOR PROPERTY CORNERS LANDING WITHIN GRASS/DIRT AREAS OR A NAIL AND A 0.75" BRASS TAG STAMPED "ALTURA 38081", FOR PROPERTY CORNERS LANDING WITHIN ASPHALT/CONCRETE AREAS.
 - ⊕ INDICATES FOUND SECTION MONUMENT AS NOTED

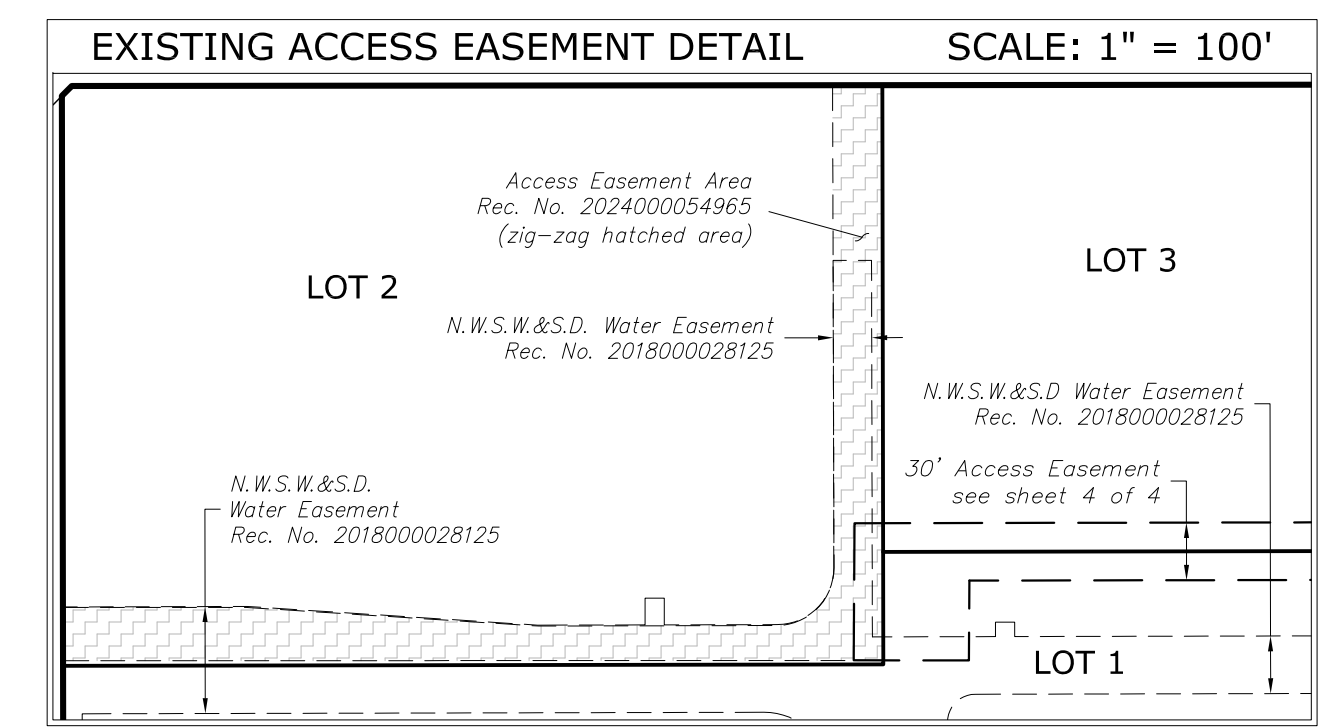
- MISCELLANEOUS NOTES**
- (R) INDICATES RECORD INFORMATION PER THE PLAT OF THOMPSON PIPE AND STEEL COMPANY TRACT, RECORDED APRIL 26, 1978 AT RECEPTION NO. B130133, ADAMS COUNTY RECORDS.
 - (M) INDICATES MEASURED BEARINGS AND DISTANCES
 - INDICATES NORTH WASHINGTON STREET WATER & SANITATION DISTRICT (N.W.S.W.&S.D.) WATER EASEMENT RECORDED APRIL 6, 2018 AT RECEPTION NO. 2018000028125, ADAMS COUNTY RECORDS.



SW1/4NW1/4 SECTION 11
 T39S, R68W, 6TH P.M.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	15.00'	89°56'33"	23.55'	S45°04'55"E	21.20'



900 south broadway
 suite 320
 denver, co 80209
 p 303.561.3333
 waremalcomb.com

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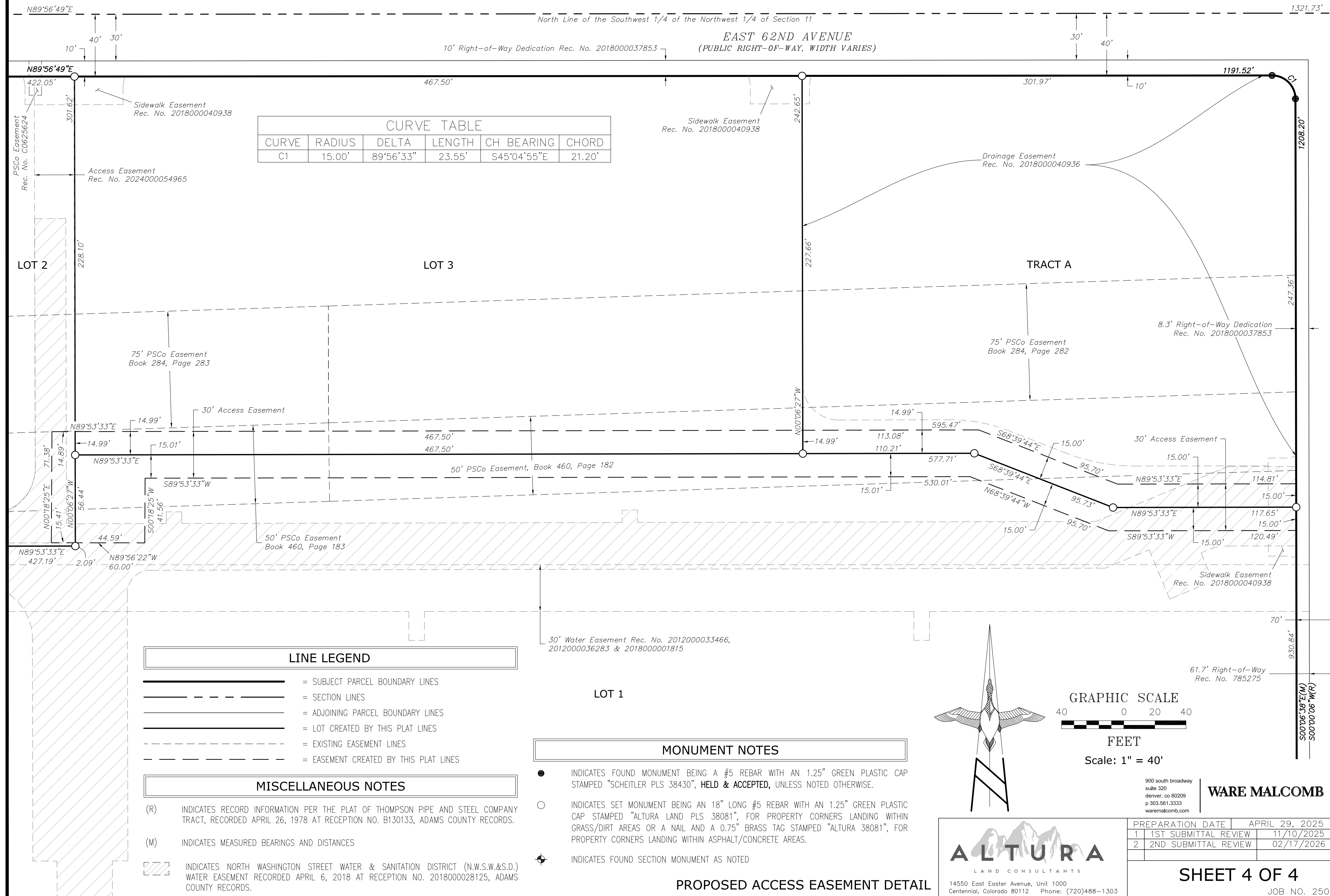
PREPARATION DATE	APRIL 29, 2025
1 1ST SUBMITTAL REVIEW	11/10/2025
2 2ND SUBMITTAL REVIEW	02/17/2026

ALTURA
 LAND CONSULTANTS
 14550 East Easter Avenue, Unit 1000
 Centennial, Colorado 80112 Phone: (720)488-1303

PROPOSED LOTS & TRACT DETAIL

PARK CENTRAL FILING NO. 1

A REPLAT OF BLOCK 1, THOMPSON PIPE AND STEEL COMPANY TRACT AND A PORTION OF BLOCKS 91 THROUGH 94, MAPLETON ADDITION
 A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	15.00'	89°56'33"	23.55'	S45°04'55"E	21.20'

LINE LEGEND

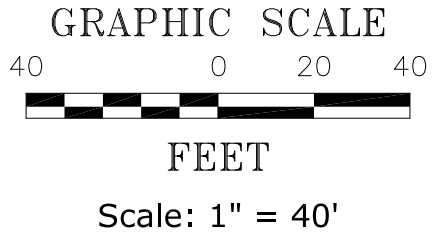
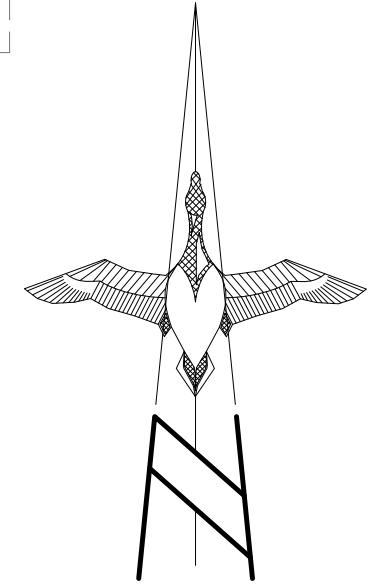
- = SUBJECT PARCEL BOUNDARY LINES
- = SECTION LINES
- = ADJOINING PARCEL BOUNDARY LINES
- = LOT CREATED BY THIS PLAT LINES
- = EXISTING EASEMENT LINES
- = EASEMENT CREATED BY THIS PLAT LINES

MISCELLANEOUS NOTES

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- (M) INDICATES MEASURED BEARINGS AND DISTANCES
- INDICATES NORTH WASHINGTON STREET WATER & SANITATION DISTRICT (N.W.S.W.&S.D.) WATER EASEMENT RECORDED APRIL 6, 2018 AT RECEPTION NO. 2018000028125, ADAMS COUNTY RECORDS.

MONUMENT NOTES

- INDICATES FOUND MONUMENT BEING A #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "SCHEITLER PLS 38430", HELD & ACCEPTED, UNLESS NOTED OTHERWISE.
- INDICATES SET MONUMENT BEING AN 18" LONG #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081", FOR PROPERTY CORNERS LANDING WITHIN GRASS/DIRT AREAS OR A NAIL AND A 0.75" BRASS TAG STAMPED "ALTURA 38081", FOR PROPERTY CORNERS LANDING WITHIN ASPHALT/CONCRETE AREAS.
- ◆ INDICATES FOUND SECTION MONUMENT AS NOTED



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 suite 320
 denver, co 80209
 p 303.561.3333
 waremalcomb.com

PREPARATION DATE	APRIL 29, 2025
1 1ST SUBMITTAL REVIEW	11/10/2025
2 2ND SUBMITTAL REVIEW	02/17/2026

SHEET 4 OF 4
 JOB NO. 25031

PROPOSED ACCESS EASEMENT DETAIL



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
National Commercial Services
Issuing Office: 1380 17th Street, Denver, CO 80202
Issuing Office's ALTA® Registry ID: 1105402
Commitment Number: NCS-1213850-CO
Issuing Office File Number: NCS-1213850-CO
Property Address: 6030 Washington Street, Denver, CO
Revision Number:

Escrow Officer Name:
Escrow Officer Number:

Escrow Officer Email:
Escrow Assistant Name:
Escrow Assistant Number:
Escrow Assistant Email:
Title Officer Name: Maximilian Parmenter
Title Officer Number: (303)304-3692
Title Officer Email: mparmenter@firstam.com
Title Assistant Name: Cullen Jenkins
Title Assistant Number: (412)789-7613
Title Assistant Email: cujenkins@firstam.com

SCHEDULE A

1. Commitment Date: January 29, 2026 at 5:00 P.M.
2. Policy to be issued:
 - a. None see Schedule B, Part I
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)

Prologis-Exchange CO 2001 LLC, a Delaware limited liability company as to Parcel A and
Prologis, L.P., a Delaware limited partnership
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1213850-CO

EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

Parcel A:

Block 1,
Thompson Pipe and Steel Company Tract,
County of Adams,
State of Colorado.

Parcel B:

Block 91,
Mapleton Addition,
Except the South 316.57 feet thereof,
County of Adams,
State of Colorado.

Parcel C:

Block 92,
Mapleton Addition
Except the South 316.57 feet thereof,
County of Adams,
State of Colorado.

Parcel D:

Lot 94,
Mapleton Addition,
Except the South 316.57 feet thereof,
and Except the West 20 feet thereof conveyed to the County of Adams by instrument recorded in [Book 2679 at Page 450](#),
and Except that portion conveyed to the County of Adams by Warranty Deed recorded July 19, 2006 at Reception No. [20060719000727350](#),
County of Adams,
State of Colorado.

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Parcel E:

Block 93,
Mapleton Addition,
Except the South 316.57 feet thereof,
County of Adams,
State of Colorado.

EXCEPTING THEREFROM Parcels A thru E above that portion conveyed to The County of Adams, State of Colorado, in Warranty Deed recorded May 10, 2018 at Reception No. [2018000037853](#).

For informational purposes only: APN(S): 0182511203014, 0182511203006, 0182511203007,
0182511203008, 0182511203001, 0182511203002, 0182511203009.

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Commitment No. NCS-1213850-CO

SCHEDULE B, PART I—Requirements

LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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Commitment No. NCS-1213850-CO

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
3. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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. Any water rights, claims or title to water, in, on or under the Land, whether or not the matters excepted are shown by the Public Records.
7. Any existing leases or tenancies.
8. All mineral lands, as reserved in United States [Patent No. 17](#), dated November 8, 1881.
9. This item has been intentionally deleted.
10. An easement for electric transmission, distribution and service lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded January 5, 1943 in [Book 284 at Page 283](#).

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11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Proposed Right of Way of Public Service Company of Colorado recorded December 8, 1952 in [Book 454 at Page 386](#).
12. An easement for electric transmission lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded March 12, 1953 in [Book 460 at Page 182](#).
13. An easement for electric transmission lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded March 12, 1953 in [Book 460 at Page 183](#).
14. This item has been intentionally deleted.
15. Terms, conditions, provisions, obligations, easements, agreements and reservations as set forth in the Warranty Deed recorded August 3, 1956 in [Book 621 at Page 590](#) and as set forth in the Special Warranty Deed recorded January 17, 1957 in [Book 643 at Page 578](#).
16. Terms, conditions, provisions, obligations and agreements as set forth in the Resolutions, for Zoning recorded April 5, 1957 in [Book 654 at Page 23](#) and in [Book 654 at Page 24](#).
17. Any tax, lien, fee or assessment by reason of inclusion of subject property in the North Washington Street Water and Sanitation District, as evidenced by instrument recorded February 8, 1963 in [Book 1046 at Page 120](#).
18. Easements, notes, covenants, restrictions, ditches and rights-of-way as shown on the plat of Mapleton Addition, recorded May 3, 1966 in Plat [Book F12 at Page 13](#).
19. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Thompson Pipe and Steel Company Tract, recorded April 26, 1978 in Plat [Book F14 at Page 395](#).
20. Terms, conditions, provisions, obligations and agreements as set forth in the Underground Facilities Information Filing recorded March 15, 1993 in [Book 4038 at Page 101](#).
21. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded December 23, 1999 at Reception No. [C0625624](#).
22. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded May 9, 2012 at Reception No. [2012000033466](#).
23. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded May 21, 2012 at Reception No. [2012000036283](#).

Quit Claim Deed in connection therewith recorded January 5, 2018 at Reception No. [2018000001815](#).

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24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded May 24, 2012 at Reception No. [2012000037712](#).
25. North Washington Street Water and Sanitation District Water and Sewer Utilities Base Map recorded May 8, 2017 at Reception No. [2017000039956](#).
26. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution 2017-386 recorded August 14, 2017 at Reception No. [2017000070421](#).
27. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded April 6, 2018 at Reception No. [2018000028125](#).
28. Terms, conditions, provisions, obligations and agreements as set forth in the Stormwater Management Facility Operation and Maintenance (O&M) Manuel recorded April 12, 2018 at Reception No. [2018000029696](#).
29. Terms, conditions, provisions, obligations and agreements as set forth in the Stormwater Management Facility Operation and Maintenance (O&M) Manuel recorded April 12, 2018 at Reception No. [2018000029697](#).
30. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Drainage Easement recorded May 22, 2018 at Reception No. [2018000040936](#).
31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Sidewalk Easement recorded May 22, 2018 at Reception No. [2018000040938](#).
32. This item has been intentionally deleted.
33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Sewer Capacity and Utility Service Agreement recorded November 16, 2018 at Reception No. [2018000092817](#).
34. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Declaration of Shared Parking Agreement recorded June 19, 2019 at Reception No. [2019000047552](#).
35. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Access Easement Agreement recorded October 4, 2024 at Reception No. [2024000054965](#).
36. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Access and Parking Easement Agreement recorded October 4, 2024 at Reception No. [2024000054966](#).
37. Reservation of oil, gas and other minerals as reserved in Special Warranty Deed recorded October 4, 2024 at Reception No. [2024000054967](#), and any and all assignments thereof or interests therein.

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38. Any loss or damage as a result of the fact that Prologis-Exchange CO 2001 LLC, a Delaware limited liability company is not in good standing with the Colorado Secretary of State.

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Form 50210508 (7-19-23)

Page 8 of 14



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.

C.R.S. 10-11-122 (4), 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.

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 8-1-2, 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:

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- 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.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

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

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


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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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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 is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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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- 7. IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

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