

PERMANENT DRAINAGE EASEMENT

This **PERMANENT DRAINAGE EASEMENT** ("Easement") is granted this 2 day of February, 2009, by **MAGNUM LAND VENTURES, LLC**, a Colorado limited liability company, whose legal address is 10010 Steeplechase Dr, Franktown CO, Centennial, Colorado _____ (the "Grantor"), to the **SOUTHEAST METRO STORMWATER AUTHORITY**, a political subdivision and a public corporation of the State of Colorado, whose legal address is 76 Inverness Drive East, Suite A, Englewood, Colorado 80112 (the "Grantee") and to **TAE SOON LEE** (the "Developer").

RECITALS

The Developer is the owner of certain real property located in the City of Centennial, Arapahoe County, Colorado as more particularly described on **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Benefitted Property").

The Grantor is the owner of certain real property adjacent to the Benefitted Property as more particularly described on **EXHIBIT B** attached hereto and incorporated herein by this reference ("Grantor's Property").

The Developer is developing the Benefitted Property. As a condition to its approval of the Developer's Final Development Plan therefore, the City of Centennial requires the Developer to obtain a drainage easement across a portion of Grantor's Property in order to service the Benefitted Property. In connection therewith, the Developer is entering into that certain Stormwater Facility Maintenance Agreement (the "Maintenance Agreement") with the Grantee. The Maintenance Agreement obligates the Developer to maintain the drainage easement and related facilities.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to the Grantee a Permanent Drainage Easement to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove drainage improvements, in, on, to, through, over, under, and across a portion of Grantor's Property, as more particularly described in **EXHIBIT C** (the "Easement Parcel"), which is incorporated herein by reference, pursuant to the following terms and conditions:

1. The Grantee, its agents, successors, and permitted assigns, shall have and exercise the right of perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Easement.
2. The Grantee and the Developer shall have the right to enter upon the Easement Parcel and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the improvements made within the Easement Parcel, and to remove objects interfering therewith. It is understood that the acceptance of this Easement shall not create any responsibility that does not otherwise exist by operation of law or by separate

agreement between the Grantor and the Grantee for the Grantee to construct, maintain or repair any drainage facilities in or on the Easement Parcel. Grantor, its successors and/or assigns, reserves the right to use the surface of said parcel for any purpose which does not unreasonably interfere with the Easement hereby granted, including but not limited to, the right to grant other Easements.

3. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the drainage improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the drainage improvements.
4. The Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein.
5. The Grantee agrees that at such time and in the event that the Easement described herein is abandoned by the Grantee and any assignee such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors, and/or assigns. Because of the potentially infrequent nature of the Grantee's use of the Easement, mere non-use of the Easement Parcel shall not constitute abandonment, notwithstanding the duration of such non-use.
6. The construction, maintenance and repair of the Easement Parcel and any facilities thereon required by the Grantee shall be the sole responsibility of the Developer and its successors and/or assigns. In addition, the Developer and Developer's successors and assigns shall indemnify, defend, and hold harmless the Grantor, the Grantee and their respective successors and assigns from any and all claims, obligations, liabilities, actions, or causes of action of whatsoever nature arising with respect to or against the Easement Parcel, arising from the use of the Easement Parcel, or arising on account of the breach of this Easement unless caused by the negligence or willful misconduct of the Grantor.
7. The Grantor warrants, covenants, grants, bargains, and agrees to and with the Grantee that the Grantor is well seized of the Easement Parcel and has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature so ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or

8. The Developer shall, at all times the Developer is conducting activities on the Easement Parcel, maintain a policy of general liability insurance with respect to the Easement Parcel and the Developer's activities. The amount of such insurance shall be no less than \$1,000,000.00. Such policy shall name the Grantor and the Grantee as additional named insureds. Such policy shall provide that it shall not be amended or terminated except upon at least 30 days' prior written notice to the Grantor and the Grantee. Upon 10 days of the request of the Grantor or the Grantee, the Developer shall provide to the Grantor or the Grantee, as applicable, on ACORD Form 27 evidence of insurance coverage meeting the requirements of this paragraph.
9. The Grantee and the Developer accept the condition of the Easement Parcel "AS IS" and with all defects and deficiencies. The Grantee and the Developer acknowledge that the Grantor has made no representation or warranty of any kind with respect to the physical condition of or any other matter related to the Easement Parcel. Each of the Grantee and the Developer are acquiring their interests in the Easement Parcel without warranty or representation by the Grantor, all of which the Grantor expressly disclaims.
10. The Grantee and the Developer release the Grantor from all liability related to the Easement Parcel which may hereafter arise on account of the condition of the Easement Parcel at any time, unless caused by the negligence or willful misconduct of the Grantor.
11. All activities of the Developer or the Grantee on or with respect to the Easement Parcel shall be in accordance with applicable law and undertaken in a good and workmanlike manner. The Developer shall keep the Easement Parcel free from mechanics' liens or other liens or claims arising through the Developer or on account of the acts or omissions of the Developer with respect to the Easement Parcel and any improvements constructed thereon by the Grantee or the Developer. In the event the Developer or the Grantee shall fail to comply with the obligations of this paragraph after 30 days' notice from the Grantor, the Grantor may, but shall not be obligated to, undertake such activities as to bring the Easement Parcel into compliance with this Easement at the sole cost and expense of the Developer. If such amount is not paid within 30 days of demand therefor, such expense shall constitute a lien on the Benefitted Property and the amount due shall bear interest from the due date at 18% per year.
12. The Developer shall at no time permit stormwater or other runoff that is in violation of any applicable water quality or stormwater runoff standard to enter the Easement Parcel.

Page 4 of 6

- GRANTOR:**

By: _____, Manager

Witness my hand and official seal.
My commission expires 08/09/2012



Theresa A. Emery
Notary Public

Permanent Drainage Easement
Grantor/Owner:
Page 5 of 6

DEVELOPER:

By: Tae Soon Lee
Tae Soon Lee

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Permanent Drainage Easement was acknowledged before me this 3 day of March, 2009, by Tae Soon Lee.

Witness my hand and official seal.
My commission expires: 9/15/2012



Rachel J.
Notary Public

IN WITNESS WHEREOF, Grantee has caused its name to be hereunto subscribed by its Executive Director, the day and year first above written all pursuant to Resolution No. 09-____ of The Southeast Metro Stormwater Authority.

GRANTEE:

THE SOUTHEAST METRO STORMWATER AUTHORITY,
a political subdivision and a public corporation of the State of Colorado

By: John McCarty, Executive Director

Permanent Drainage Easement
Grantor/Owner:
Page 6 of 6

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing Permanent Drainage Easement was acknowledged before me this _____ day of _____, 2009, by John McCarty as Executive Director of The Southeast Metro Stormwater Authority.

Witness my hand and official seal.
My commission expires: _____

[S E A L]

Notary Public

EXHIBIT A

Benefitted Property Legal Description

A parcel of land lying in the Northeast Quarter of Section 30, Township 5 South, Range 66 West of the Sixth Principal Meridian, City of Centennial, County of Arapahoe, State of Colorado being more particularly described as follows:

Lot 6, Amended Final Plat of Arapahoe Road Industrial Park No. 2, recorded July 28, 1988 in Book 99 at Pages 17 & 18, Reception No. 2995551 in the Arapahoe County Clerk and Records Office.

EXHIBIT B
Grantor's Property Legal Description

A parcel of land being a part of Tract A, Amended Final Plat of Arapahoe Road Industrial Park No. 2, recorded July 28, 1988 in Book 99, Pages 17 & 18, Reception No. 2995551 in the Arapahoe County Clerk and Recorder's office, lying in the Northeast Quarter of Section 30, Township 5 South, Range 66 West of the Sixth Principal Meridian, City of Centennial, County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the southeasterly corner of Lot 6 Amended Final Plat of Arapahoe Road Industrial Park No. 2; thence S31°00'00"W, along the southeasterly line of said Lot 6, also being the northwesterly line of said Tract A, a distance of 14.15 feet to the Point of Beginning; thence S54°54'19"E, a distance of 73.56 feet; thence S35°05'41"W, a distance of 20.00 feet; thence N54°54'19"W, a distance of 72.13 feet to said southeasterly and northwesterly lines; thence N31°00'00"E along said southeasterly and northwesterly lines, a distance of 20.05 feet to the Point of Beginning:

Containing 1,457 square feet or 0.03 acre more or less.

Bearings are based on the southeasterly line of Lot 6, Amended Final Plat of Arapahoe Road Industrial Park No. 2, which is assumed to bear N31°00'00"E as shown hereon.

Certification

I, Gary L. Harvey, a Professional Land Surveyor registered in the State of Colorado do hereby certify that this legal description was prepared under my direct supervision this 1st day of May, 2008, and to the best of my professional knowledge and belief is true and accurate.

Gary L. Harvey, P.L.S., No. 34175
For and on Behalf of Johnston Engineering
Associates, Inc.
7550 West Yale Avenue, Suite B-200
Denver, Colorado 80227
Phone - 303-969-9001
Fax - 303-969-9016

EXHIBIT C
Easement Parcel Legal Description

A parcel of land being a part of Tract A, Amended Final Plat of Arapahoe Road Industrial Park No. 2, recorded July 28, 1988 in Book 99, Pages 17 & 18, Reception No. 2995551 in the Arapahoe County Clerk and Recorder's office, lying in the Northeast Quarter of Section 30, Township 5 South, Range 66 West of the Sixth Principal Meridian, City of Centennial, County of Arapahoe, State of Colorado, being more particularly described as follows:

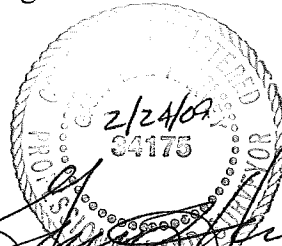
Commencing at the southeasterly corner of Lot 6 Amended Final Plat of Arapahoe Road Industrial Park No. 2; thence S31°00'00"W, along the southeasterly line of said Lot 6, also being the northwesterly line of said Tract A, a distance of 14.15 feet to the Point of Beginning; thence S54°54'19"E, a distance of 73.56 feet; thence S35°05'41"W, a distance of 20.00 feet; thence N54°54'19"W, a distance of 72.13 feet to said southeasterly and northwesterly lines; thence N31°00'00"E along said southeasterly and northwesterly lines, a distance of 20.05 feet to the Point of Beginning:

Containing 1,457 square feet or 0.03 acre more or less.

Bearings are based on the southeasterly line of Lot 6, Amended Final Plat of Arapahoe Road Industrial Park No. 2, which is assumed to bear N31°00'00"E as shown hereon.

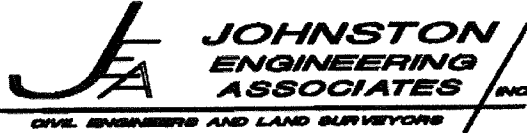
Certification

I, Gary L. Harvey, a Professional Land Surveyor registered in the State of Colorado do hereby certify that this legal description was prepared under my direct supervision this 1st day of May, 2008, and to the best of my professional knowledge and belief is true and accurate.

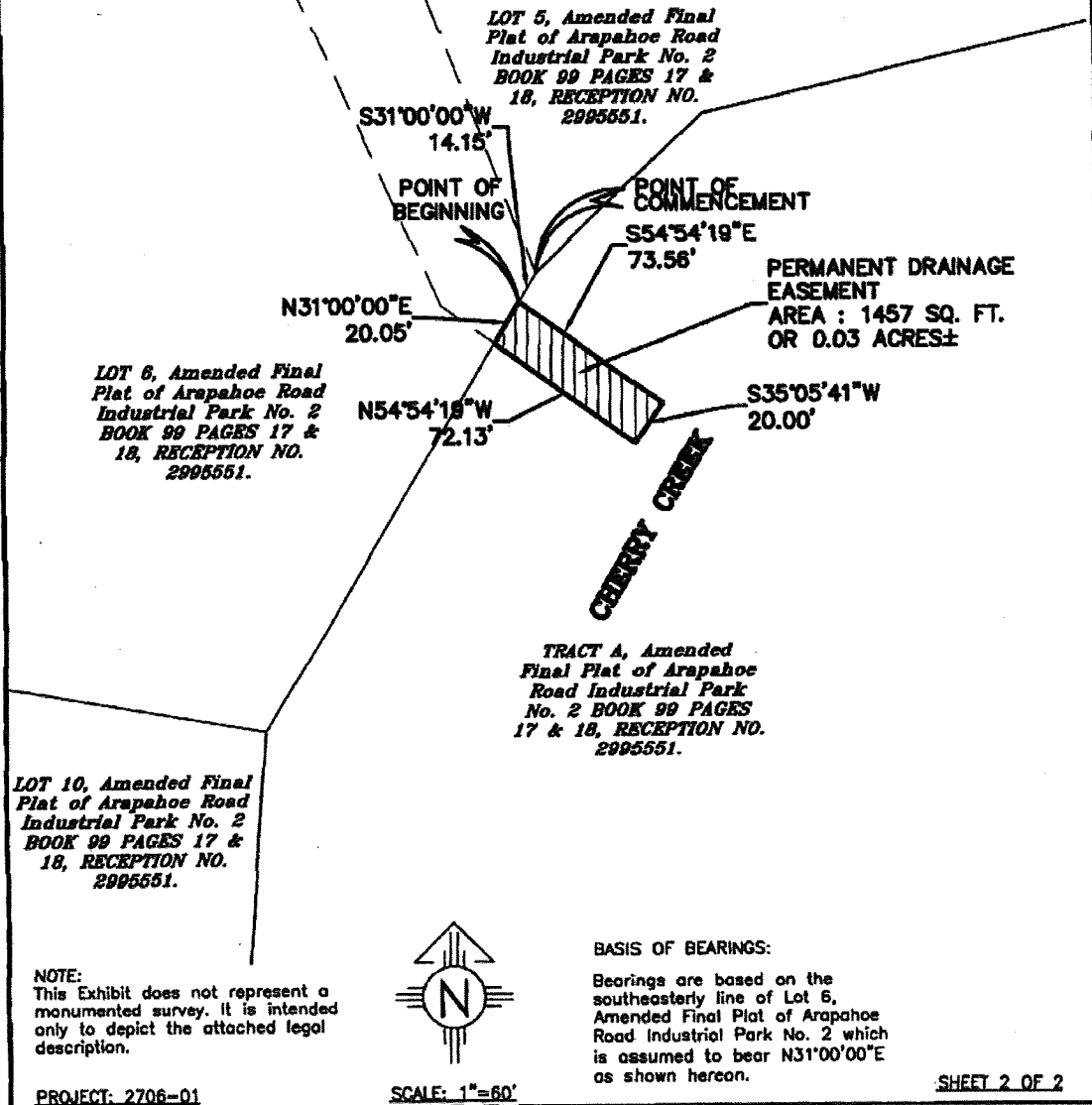


Gary L. Harvey, P.L.S., No. 34175

For and on Behalf of Johnston Engineering Associates, Inc.
7550 West Yale Avenue, Suite B-200
Denver, Colorado 80227
Phone - 303-969-9001
Fax - 303-969-9016



CIVIL ENGINEERS AND LAND SURVEYORS
7550 WEST YALE AVENUE SUITE B-200 DENVER, COLORADO 80227
(303) 969-9001 (TELE) (303) 969-9016 (FAX)



HAEZEBROUCK & ASSOCIATES, P.C.
ARCHITECTS
1543 Sunset Ridge Road
Highlands Ranch, Colorado 80126-2681
j.f.haezebrouck@comcast.net
Fax 303.470.7874
303.470.7872

February 13, 2009

Mr. Mark Adams
Adams Lumber Company
6720 South Jordan Road
Centennial, Colorado 80112-4214

Re: Rainbow Research Optics Building
6830 South Dawson Circle
Centennial, Colorado 80112
ana
Lot 6, Arapahoe Road Industrial Park No. 2
City of Centennial, County of Arapahoe, State of Colorado

Dear Mr. Adams:

Pursuant to the Declaration of Covenants, Conditions and Restrictions assigned to the Arapahoe Road Industrial Park No. 2 Association (hereinafter "Association") at Reception No. 2385935, dated March 12, 1984 we are submitting the project drawings for the above referenced project for your review and approval.

We were recently informed by the Arapahoe County Planning Department that your Association was legally dissolved as of September 1, 2002, but understand from the attorney for the Southeast Metro Stormwater Authority (SEMSWA) that you will be reinstating the Association in the near future.

The Final Development Plan, Subdivision Improvement Agreement and On-Site Easements have been approved and recorded and the project drawings have been submitted to the Centennial Building Department for plan review. As you probably know, excavation and preparation of the subsoil for the building's foundation has begun along with the construction of the site utilities and on-site stormwater improvements. Construction on the building will not begin until the building permit is released by the Building Department.

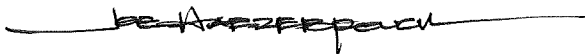
We have been working on this project for nearly two years and all involved are anxious to see the site and building take shape. We have made every effort to address the concerns of the City, referral agencies and adjacent property owners. We know that Rainbow Research Optics will be a good neighbor. Regardless of the current status of the Association we appreciate you taking the time to review the project drawings. If everything appears in order after reviewing the

Rainbow Research Optics Building
February 13, 2009
Page Two

drawings, please sign and date one of the letters indicating your approval and return it in the envelope provided. Thank you for your consideration.

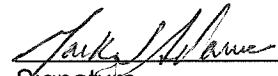
If you have any questions or concerns while reviewing the drawings, or during the construction of the building, please do not hesitate to contact me by telephone at 303.470.7872 or by email at j.f.haezebrouck@comcast.net.

Sincerely,
Haezebrouck & Associates, P.C. Architects

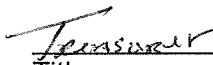


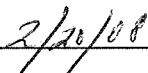
Joseph F. Haezebrouck, RA, NCARB
Principal

Association Approval

By: 
Signature


Printed Name


Title

Date: 
Date

STANDARD
COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Security Title Guaranty Co.

AS AGENT FOR
First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY. IF YOU HAVE ANY QUESTIONS ABOUT THE COMMITMENT PLEASE CONTACT THE ISSUING OFFICE.

AGREEMENT TO ISSUE POLICY

First American Title Insurance Company, referred to in this commitment as the Company, through its agent **Security Title Guaranty Co.**, referred to in this Agreement as the Agent, agrees to issue a policy to you according to the terms of this commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in the Commitment have not been met within six months after the Commitment date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Exceptions in Schedule B-2.

The Requirements in Schedule B-1.

The Disclosures and Conditions contained in this Commitment.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B attached.

First American Title Insurance Company

By *Curt B. Johnson*

President

By *Christy H. Hays*

Secretary

By *SK E WOOD*

Countersigned





4643 S. Ulster St. #500
Denver, CO 80237
Phone: (303) 889-8475
Fax: (303) 220-1031

DATE: February 20, 2009

FILE NUMBER: S0298209, Amendment No. 1

PROPERTY ADDRESS: Portion of Tract A Centennial, CO

OWNER/BUYER: Magnum Land Ventures, LLC / The Southeast Metro Stormwater Authority (SEMSWA) and Tae Soon Lee

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY

TO: Security Title Guaranty Co. Commercial Escrow 4643 S. Ulster St. #500 Denver, CO 80237	ATTN: Title Only Commercial PHONE: (303) 889-8475 FAX: (303) 220-1031 E-MAIL: DELIVERY: E-MAIL NO. OF COPIES: 1
<hr/>	
TO: Shari Baker, LLC 1630A 30th Street Suite 489 Boulder, CO 80301	ATTN: Shari Baker PHONE: (303) 442-3757 MOBILE: (720) 220-9970 FAX: E-MAIL: shari@sbakerlaw.com DELIVERY: E-MAIL NO. OF COPIES: 1
REF NO.: <input checked="" type="checkbox"/> If checked, supporting documentation enclosed	
<hr/>	
TO: Edward J. Krisor, Attorney at Law 3900 S. Wadsworth Blvd. Suite 320 Lakewood, CO 80234-3049	ATTN: Edward J. Krisor PHONE: (303) 985-2337 MOBILE: FAX: (303) 985-2337 E-MAIL: ekrisor@msn.com DELIVERY: E-MAIL NO. OF COPIES: 1
REF NO.: <input checked="" type="checkbox"/> If checked, supporting documentation enclosed	
<hr/>	
TO: Naramata Builders LLLP 1531 Stout Street #100 Denver, CO 80202	ATTN: Kelly Begg PHONE: FAX: E-MAIL: kbegg@norstarresidential.com DELIVERY: E-MAIL NO. OF COPIES: 1
<input checked="" type="checkbox"/> If checked, supporting documentation enclosed	



A POLICY-ISSUING AGENT OF FIRST AMERICAN
TITLE INSURANCE COMPANY

Attached Legal Description

Legal Description

An easement over and across the following described property:

A parcel of land being a part of Tract A, Amended Final Plat of Arapahoe Road Industrial Park No. 2, recorded July 28, 1988 in Book 99, Pages 17 & 18, Reception No. 2995551 in the Arapahoe County Clerk and Recorder's office, lying in the Northeast Quarter of Section 30, Township 5 South, Range 66 West of the Sixth Principal Meridian, City of Centennial, County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the southeasterly corner of Lot 6 Amended Final Plat of Arapahoe Road Industrial Park No. 2; thence S31°00'00"W, along the southeasterly line of said Lot 6, also being the northwesterly line of said Tract A, a distance of 14.15 feet to the Point of Beginning; thence S54°54'19"E, a distance of 73.56 feet; thence S35°05'41"W, a distance of 20.00 feet; thence N54°54'19"W, a distance of 72.13 feet to said southeasterly and northwesterly lines; thence N31°00'00"E along said southeasterly and northwesterly lines, a distance of 20.05 feet to the Point of Beginning:

Containing 1,457 square feet or 0.03 acre more or less.

Bearings are based on the southeasterly line of Lot 6, Amended Final Plat of Arapahoe Road Industrial Park No. 2, which is assumed to bear N31°00'00"E as shown hereon.

The above legal description prepared by:

Gary L. Harvey, P.L.S., No. 34175

For and on Behalf of Johnston Engineering Associates, Inc.
7550 West Yale Avenue, Suite B-200
Denver, Colorado 80227
Phone - 303-969-9001
Fax - 303-969-9016

First American Title Insurance Company
COMMITMENT
SCHEDULE A

Commitment No: S0298209, Amendment No. 1

1. Effective Date: February 11, 2009 at 8:00 A.M.

2. Policy or policies to be issued

Proposed Insured

Policy Amount

(a) Owner's Policy (as to an easement estate)

\$ 30,000.00

**The Southeast Metro Stormwater Authority (SEMSWA), a body corporate and politic and
Tac Soon Lee**

\$

\$

3. Fee Simple interest in the land described in this Commitment is owned, at the Effective Date by:

Magnum Land Ventures, LLC, a Colorado limited liability company

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

See Attached Legal Description

(for informational purposes only) Portion of Tract A, Centennial, CO

PREMIUMS:

Owners Coverage: \$805.00

CONDITIONS1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to state law where the land is located.
- (c) "Land" means the land or condominium unit described in Schedule A and any improvements on the land which are real property.

2. **LATER DEFECTS**

The Exceptions in Schedule B – Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in public records or are created or attached between the Commitment Date and the date on which all of the Requirements of Schedule B – Section 1 are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

- comply with the Requirements shown in Schedule B - Section 1 or
- eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

- 6. 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/>.

DISCLOSURES**NOTICE TO PROSPECTIVE OWNERS**

(A STATEMENT MADE AS REQUIRED BY COLORADO INSURANCE REGULATION)

GAP PROTECTION

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

MECHANIC'S LIEN PROTECTION

If you are a buyer of a single family residence you may request mechanic's lien coverage to be issued on your policy of insurance.

If the property being purchased has not been the subject of construction, improvements or repair in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller.

If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others.

The general requirements stated above are subject to the revision and approval of the Company.

SPECIAL TAXING DISTRICT NOTICE

(A Notice Given In Conformity With Section 10-11-122 C.R.S.)

The subject land 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, and 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.

PRIVACY PROMISE FOR CUSTOMERS

We will not reveal nonpublic personal information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

CONSUMER DECLARATION STATEMENT

This Commitment for Title Insurance may include a Schedule B exception reference to recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate. If such reference is made, 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. The referenced mineral estate may include the right to enter and use the property without the surface estate owner's permission. You may be able to obtain title insurance coverage regarding and such reference mineral estate severance and its affect upon your ownership. Ask your title company representative for assistance with this issue.

Effective Date 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

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

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Fidelity National Financial, Inc.
Privacy Statement (Continued)

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement

ALTA Plain Language Commitment

SCHEDULE B – Section 1
Requirements

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. The following document satisfactory to us must be signed, delivered and recorded:
Easement for access to the land which shall be appurtenant to the land, and which must be executed by all owners and lienholders of the land burdened by the easement.
- e. The Affidavit and Indemnity signed by Magnum Land Ventures, LLC, a Colorado limited liability company and notarized.
- f. Authorization from the appropriate parties within the **The Southeast Metro Stormwater Authority (SEMSWA), a body corporate and politic** as to approval of such easement acquisition.

NOTE: IF THE SALES PRICE OF THE SUBJECT PROPERTY EXCEEDS \$100,000.00 THE SELLER SHALL BE REQUIRED TO COMPLY WITH THE DISCLOSURE OR WITHHOLDING PROVISIONS OF C.R.S. 39-22-604.5 (NONRESIDENT WITHHOLDING).

END OF REQUIREMENTS

ALTA Plain Language Commitment

SCHEDULE B – Section 2

Exceptions

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

1. Taxes and Assessments not certified to the Treasurer's Office.
2. 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.
3. Easements, or claims of easements, not shown by public records.
4. 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.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Slope easement as contained in Notice of Lis Pendens by the Colorado Department of Highways, Case No. 83CV650, recorded May 19, 1986 in Book 4758 at Page 684.
8. The effect of statement upon the underlying plat known as Plat of Arapahoe Road Industrial Park No. 2, Identifying Tract "A" as designated floor plan.
9. Terms, conditions, provisions, agreements, obligations, notes and easements appearing upon the Plats of Arapahoe Industrial Park and the Amended Final Plat of Arapahoe Road Industrial Park No. 2.
10. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded May 15, 1980 in Book 3218 at Page 513 and Assignment of Declarant's interest recorded March 12, 1984 in Book 4108 at Page 648. Provisions regarding race, color, creed, and national origin, if any, are deleted.
11. Terms, conditions, provisions, agreements and obligations contained in the Agreement by and between Arapahoe Water and Sanitation District and East Arapahoe Investors recorded November 21, 1980 in Book 3323 at Page 121.
12. Terms, conditions, provisions, agreements and obligations contained in the Consent Agreement recorded Book 3374 at Page 160.
13. Any water rights or claims or title to water, in, on under the land, including but not limited to Decree of Water Court recorded February 25, 1983 in Book 3803 at Pages 634 and 643.

ALTA Plain Language Commitment

SCHEDULE B – Section 2

Exceptions (Continued)

14. Any assessment or lien of Parker Jordan Metropolitan District, as disclosed by the instrument recorded April 25, 1985 in Book 4423 at Page 93.
15. Terms, conditions, provisions, agreement and obligations specified under the Easement Deed by and between Richard C. Saunders, et al and Arapahoe Water and Sanitation District recorded July 1, 1985 in Book 4478 at Page 528.
16. Standard Avigation and Hazard Easement recorded February 25, 1988 in Book 5375 at page 406.
17. Slope Easement recorded march 15, 1988 in Book 5388 at Page 110.
18. Terms, conditions, provisions, agreements and obligations specified under the Agreement recorded April 18, 2001 at Reception No. B1057910.
19. The effect of Easement Agreement and the terms, conditions, provisions, agreements and obligations contained therein recorded August 29, 2002 at Reception No. B2159612.
20. Any existing leases or tenancies.
21. Any water rights or claims or title to water, in, on or under the land.

END OF EXCEPTIONS

AFFIDAVIT AND INDEMNITY AGREEMENT

TO Security Title Guaranty Co. a Colorado Corporation and First American Title Insurance Company, a California Corporation.

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

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: **Portion of Tract A, Centennial, CO**

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

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

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

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**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

Legal Description

An easement over and across the following described property:

A parcel of land being a part of Tract A, Amended Final Plat of Arapahoe Road Industrial Park No. 2, recorded July 28, 1988 in Book 99, Pages 17 & 18, Reception No. 2995551 in the Arapahoe County Clerk and Recorder's office, lying in the Northeast Quarter of Section 30, Township 5 South, Range 66 West of the Sixth Principal Meridian, City of Centennial, County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the southeasterly corner of Lot 6 Amended Final Plat of Arapahoe Road Industrial Park No. 2; thence S31°00'00"W, along the southeasterly line of said Lot 6, also being the northwesterly line of said Tract A, a distance of 14.15 feet to the Point of Beginning; thence S54°54'19"E, a distance of 73.56 feet; thence S35°05'41"W, a distance of 20.00 feet; thence N54°54'19"W, a distance of 72.13 feet to said southeasterly and northwesterly lines; thence N31°00'00"E along said southeasterly and northwesterly lines, a distance of 20.05 feet to the Point of Beginning:

Containing 1,457 square feet or 0.03 acre more or less.

Bearings are based on the southeasterly line of Lot 6, Amended Final Plat of Arapahoe Road Industrial Park No. 2, which is assumed to bear N31°00'00"E as shown hereon.

The above legal description prepared by:

Gary L. Harvey, P.L.S., No. 34175

For and on Behalf of Johnston Engineering Associates, Inc.
7550 West Yale Avenue, Suite B-200
Denver, Colorado 80227
Phone - 303-969-9001
Fax - 303-969-9016