

EASEMENT AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

THIS EASEMENT AGREEMENT is entered into as of this 26th day of July, 2017, between The 945 Kenyon Limited Liability Company (hereinafter Kenyon LLC), whose legal address is 945 W. Kenyon Avenue, Englewood, Colorado 80110, of Arapahoe County, Colorado, and Center and Park Association, Inc. (hereinafter C & P Association), whose legal address is the principal office street address set forth in the records of the Colorado Secretary of State ("C & P Association"), and all of those individuals and entities who have an ownership interest in the C & P ("Owners").

WITNESSETH:

WHEREAS Kenyon LLC is the owner of a fee simple estate of real property located in the County of Arapahoe and State of Colorado, more particularly described as:

The West one half of Englewood Business Park, also being Lots 1 through 16, Block 23, and part of vacated South Inca Street, Amended Plat of Englewood, Arapahoe County, Plat Filing No. 417A, situated in the Northeast One-Quarter of the Northeast One-Quarter of Section 4, Township 5 South, Range 68 West of the 6th P.M., in the City of Englewood, County of Arapahoe, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of said Section 4; Thence Westerly along the South line of said Northeast One-Quarter of the Northeast One-Quarter, 30.00 feet; Thence on an angle to the right of 90°14'15" and Northerly 30.00 feet; Thence on an angle to the left of 90°14'15" and Westerly along the North right-of-way line of West Kenyon Avenue 312.595 feet to the POINT OF BEGINNING; Thence continuing Westerly along the aforesaid course 138.595 feet to the Southwest corner of Lot 16 of said Block 23; Thence on an angle to the right of 90°14'15" and Northerly 392.16 feet to a



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point on the South right-of-way line of West Jefferson Avenue; Thence on an angle to the right of 89°45'59" and Easterly along said south right-of-way line 138.595 feet; Thence on an angle to the right of 90°14'01" and Southerly 392.15 feet to the POINT OF BEGINNING, County of Arapahoe, State of Colorado, with a street address of 945 Kenyon Avenue, Englewood, Colorado.

and referred to herein as the "Kenyon LLC Property".

WHEREAS, C & P Association is the Condominium Association acting for the Owners of the Condominium Units (pursuant to the Condominium Declaration dated May 1, 1983, recorded May 31, 1983 in Book 3875 at Page 659, as amended, including that Amendment and Restatement recorded November 12, 2015, at Reception Number D5130517) who own the Common Elements of real property located in the County of Arapahoe and State of Colorado, more particularly described as:

The East one half of Englewood Business Park, also being part of Lots 17 through 32, Block 22, and part of vacated South Inca Street, Amended Plat of Englewood, Arapahoe County, Plat Filing No. 417A, situated in the Northeast One-Quarter of the Northeast One-Quarter of Section 4, Township 5 South, Range 68 West of the 6th P.M., in the City of Englewood, County of Arapahoe, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of said Section 4; Thence Westerly along the South line of said Northeast One-Quarter of the Northeast One-Quarter, 30.00 feet; Thence on an angle to the right of 90°14'15" and Northerly 30.00 feet; Thence on an angle to the left of 90°14'15" and Westerly along the North right-of-way line of West Kenyon Avenue 174.00 feet to the POINT OF BEGINNING; Thence continuing Westerly along the aforesaid course 138.595 feet; Thence on an angle to the right of 90°14'15" and Northerly 392.15 feet to a point on the South right-of-way line of West Jefferson Avenue; Thence on an angle to the right of 89°45'59" and Easterly along said South right-of-way line 138.595 feet; Thence on an angle to the right of 90°14'01" and Southerly 392.14 feet to the POINT OF BEGINNING.

and referred to herein as the "C & P Property".

WHEREAS, C & P Association, its Owners and others who may acquire all or part of the C & P Property desire access to their respective real estate.

WHEREAS, the parties hereto desire to enter into this Easement Agreement and confirm the Easement, as more particularly described in this document, for the limited purposes of ingress and egress to and from the C & P Property across a portion of the Kenyon LLC Property.

NOW THEREFORE, in consideration of the sum of THIRTY-THREE THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS (\$33,879.00), paid to Kenyon LLC by C & P Association and Owners, the receipt and sufficiency of which is hereby acknowledged, and the mutual benefits to be realized by the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Easement Grant. Kenyon LLC does hereby establish, covenant, give, grant and convey to C & P Association and Owners for the benefit of Owners, their respective successors, successors-in-title, and assigns, and the tenants, customers, employees, and invitees of such parties (collectively, "C & P Users"), a non-exclusive easement (the "Easement") over the "Kenyon Access Property", identified below, for the limited purpose of ingress and egress to and from C & P Property. The Kenyon Access Property is defined as:

The eastern 20.50 feet of the Kenyon LLC Property, which is identified on the Land Survey Plan prepared by Colorado Engineering and Surveying, Inc. executed by Ronald W. Flanagan and recorded with the Arapahoe County Clerk and Recorder's Office on January 8, 1999 at Reception number 01541, and attached hereto as Exhibit A.

and referred to herein as the Kenyon Access Property ("Kenyon Access Property"). Nothing in this paragraph or in any other part of this Easement Agreement shall limit, restrict or otherwise interfere with the rights of Kenyon LLC and its successors, tenants, customers, employees and invitees to use the Easement for unlimited purposes.

2. Non-Interference. The easement described in paragraph 1 is subject to the express condition that the Easement will not interfere with, limit, burden or compromise

in any way the ability of Kenyon LLC to improve, build upon, modify, change or do anything it wants to all or any portion of the Kenyon LLC Property (except as limited by paragraphs 3d and 3f below).

3. Maintenance and Repair of the Kenyon Access Property.

a. Private Property. The Kenyon Access Property is private property and not maintained by the City of Englewood.

b. Obligation Regarding Maintenance and Repairs. Except as stated otherwise in this Easement Agreement, Kenyon LLC shall be solely responsible for maintaining and repairing the west one-half of the Kenyon Access Property and C & P Association shall be responsible for maintaining and repairing the east one-half.

c. Standard of Care. Notwithstanding the preceding paragraph, Kenyon LLC has the right to insist that C & P Association maintain the east half consistent with the level of maintenance and repair being maintained by Kenyon LLC on the west half of the Kenyon Access Property.

d. Snow Removal. C & P Association shall be obligated at its sole cost to regularly remove snow, with triggering snow removal depths as is commercially reasonable, from that portion of the Kenyon Access Property located on the East ½ of the Concrete Pan to the East border of the Kenyon Access Property. Said snow shall be removed to a place that does not interfere with Kenyon LLC's use and enjoyment of the Kenyon LLC Property. C & P Association agrees to indemnify Kenyon LLC from and against any and all damages to the Kenyon Access Property caused by its snow removal efforts. Kenyon LLC shall be obligated at its sole cost to regularly remove snow, with triggering snow removal depths as is commercially reasonable, from that portion of the Kenyon Access Property located on the West ½ of the Concrete Pan to the West border of the Kenyon Access Property. Snow will be removed to a place that does not interfere with C & P Users and their use and enjoyment of the C & P Property or the Kenyon Access Property.

e. Insurance. Each party agrees to obtain and maintain Commercial General Liability insurance coverage. Coverage must be in the amount of at least \$1,000,00. C & P shall name Kenyon LLC as an additional insured on its liability policy. Each party agrees to provide a copy of its Commercial General Liability insurance policy to the other party promptly upon the written request of the other party.

f. Structures. Kenyon LLC agrees not to erect fences, walls, curbs, structures or other barriers within the Kenyon Access Property or do any other act that interferes with C & P Users' use of the Kenyon Access Property. The limited right of C & P Users to use the Kenyon Access Property to gain ingress and egress to the C & P Property will not create any other rights, entitlements or privileges - express or implied - of any kind or nature whatsoever, other than as set forth in this document.

4. Perpetual. Except as otherwise noted herein, this Easement is perpetual.

5. Binding Nature. This Easement is effective upon execution by the parties to this document. The Easement runs with the land. The Easement inures to the benefit of and is binding upon the parties to this Agreement, their successors, successors-in-title, assigns, heirs, and will remain in full force and effect and be unaffected by any change in ownership of the Kenyon LLC Property, C & P Property, or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein. The agreement and undertakings by each party hereto are enforceable by an action for damages, specific performance, or other equitable relief, it being covenanted and acknowledged that an action for damages may not be an adequate remedy for a breach of this Easement.

6. Limited Burden. This instrument is not intended to, and should not be construed to, dedicate the Easement or its area to the general public, nor be construed to restrict the use and development of the benefitted or burdened Property except as stated herein.

7. Breach by C & P. In the event that C & P Association breaches any covenant or promise contained herein and Kenyon LLC brings an action to enforce the terms of this Easement Agreement, Kenyon LLC is entitled to its attorney fees incurred together with pre- and post-judgment interest at 18% per annum accruing from the date of the breach. In addition, C & P Association agrees to promptly assess its owners and members for the amount due. If payment in full is still not forthcoming within thirty days, C & P hereby assigns its full power and authority to Kenyon LLC to obtain payment and specifically acknowledges the right of Kenyon LLC to record a lien against the entire C & P Property for the amount due (including attorney fees and pre- and post-judgment interest).

8. Breach by Owner. C & P Association agrees to indemnify Kenyon LLC for any damage Kenyon LLC suffers (including reasonable attorney fees and costs) as a result of an uncured breach of this Easement Agreement by any Owner to the extent that Kenyon LLC does not receive payment that is due.

9. Bad Faith. Furthermore, if Kenyon LLC brings an action to enforce any provision of this Easement Agreement and if the court hearing the action makes a determination that the breach by C & P Association was made in bad faith, then this Easement Agreement is subject to modification by the court to do equity, provided, however, the parties agree that C & P Association and Owners have the right to contest that the claimed breach was not in bad faith.

10. Breach by Kenyon LLC. In the event that Kenyon LLC breaches any covenant or promise contained herein and C & P Association brings an action to enforce the terms of this Easement Agreement, C & P Association is entitled to its attorney fees incurred together with pre- and post-judgment interest at 18% per annum accruing from the date of the breach. In addition, C & P Association is entitled to all equitable remedies awarded by the Court including but not limited to specific performance, injunctive relief and reformation.

11. C & P Owners. The persons and entities with an ownership interest in the C & P Property are (as noted earlier) referred to herein as "Owners" and consist of the following units and Owners:

Center and Park Association and Owners

Unit Number	Owner/Address
	3677 S. Huron St.
1. 101	Dealers Fund Inc. ✓
2. 102	Lawrence Enterprises LLC ✓
3. 104	Lawrence Enterprises LLC ✓
4. 105	Lawrence Enterprises LLC ✓
	3669 S. Huron St.
5. 201	Romsdahl Properties LLC ✓
6. 202	Plutt Hanson, P.C. ✓
7. 203	Estes Park Institute ✓
	3671 S. Huron St.
8. 301	Svigel's Auto Parts Inc. ✓

- | | | |
|-----|-----|---|
| 9. | 302 | Forest Dwellers LLC ✓ |
| 10. | 303 | All Sewn Up Inc. ✓ |
| | | 3679 S. Huron St. |
| 11. | 401 | 3679 Huron LLC ✓ |
| 12. | 402 | Wesley Weaver and Penelope G. Weaver as joint tenants ✓ |
| 13. | 403 | Wes Weaver ✓ |
| 14. | 404 | Four Kids LLC ✓ |
| | | 925 W. Kenyon Ave. |
| 15. | B01 | SnCup Ltd. ✓ |
| 16. | B02 | Black Rock Investments LLC ✓ |
| 17. | B04 | Bradley E. Kingery ✓ |
| 18. | B05 | Lawrence & Lawrence, LLC ✓ |
| 19. | B06 | 343075 Denver Holdings LLC ✓ |
| 20. | B07 | Bradley E. Kingery ✓ |
| 21. | B08 | David & Tamara Sutphin ✓ |
| 22. | B09 | David & Tamara Sutphin ✓ |
| 23. | B10 | Kenyon Property LLC ✓ |
| 24. | B11 | Kenyon Property LLC ✓ |
| 25. | B14 | Kenyon Property LLC ✓ |
| 26. | B15 | Bradley E. Kingery ✓ |
| 27. | B16 | Bradley E. Kingery ✓ |

12. Release; Quitclaim. C & P Association and the Owners agree to be bound by the terms of this Agreement and further (except as otherwise provided in this Agreement with respect to the Easement):

- a. Grant, convey, remise, release, sell and quitclaim unto Kenyon LLC, its successors and assigns, all the right, title, interest, claim and demand which they have or claim to have (if any) to the Kenyon LLC Property.
- b. Release, acquit, and forever discharge Kenyon LLC of and from any and all claims, demands, counterclaims, controversies, third-party claims, set-offs, promissory notes, deeds of trust, expenses, damages, costs, debts, attorney fees, consequential damages, sums of money, contracts, promises, agreements, responsibilities, liabilities, actions, causes of action, suits, at law or in equity, that they have (if any) that have accrued prior to the date of this Easement Agreement.

- c. Warrant, promise and represent that they have no knowledge of any person or entities other than C & P Association and Owners who have any claim or interest in the Kenyon LLC Property.

13. Miscellaneous. The covenants and agreements herein contained shall bind, and the rights hereunder inure to, the respective successors and assigns of all parties hereto. The captions and headings of the paragraphs in this document are for convenience only and are not to be used to interpret or define the provisions hereof. C & P Association and its owners, members or shareholders agree that any notice, service, and adjudication naming C & P Association is sufficient to bind such owners or shareholders as if they were also named and served. Kenyon LLC agrees that notice, service and adjudication naming Kenyon LLC will be sufficient to bind its members as if they were also named and served.

14. Recordation. This document (and all associated documents) may be recorded in the public records of the Clerk and Recorder of Arapahoe County, Colorado.

15. All Financing Liens Subordinate to Easement. It shall be the sole obligation of Owners and C & P Association to obtain whatever subordination documents they desire from third parties. Kenyon LLC shall cooperate with such efforts.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first above written.

THE 945 KENYON LIMITED LIABILITY COMPANY

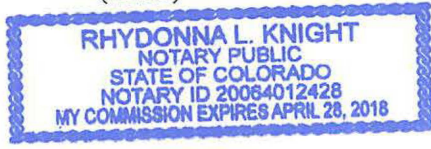
By *Robert Nyberg*
Robert Nyberg, Member/Manager

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged, subscribed, and sworn to before me this 26th day of July, 2017, by Robert Nyberg in his capacity as a Member/Manager of The 945 Kenyon Limited Liability Company.

My commission expires: April 28, 2018

(SEAL)



Rhydonna L. Knight
Notary Public

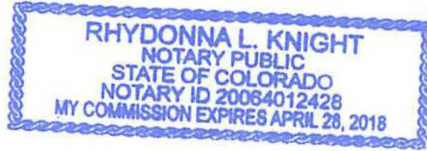
THE 945 KENYON LIMITED LIABILITY COMPANY, A COLORADO
LIMITED LIABILITY COMPANY

Shirley M. Nyberg
SHIRLEY M. NYBERG, MEMBER/MANAGER

State of **COLORADO**)
)ss
County of **ARAPAHOE**)

The foregoing instrument was acknowledged before me on this 26th day of July, 2017, by SHIRLEY M. NYBERG AS MANAGER OF THE 945 KENYON LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY _____.


Rhydonna L. Knight
Notary Public
My commission expires: April 28, 2018



CENTER & PARK ASSOCIATION AND OWNERS


Unit #	Owner/Address	Center and Park Owners' Signatures
3677 S. Huron St.		
1. 101	Dealers Fund Inc.	_____
2. 102	Lawrence Enterprises LLC	_____
3. 104	Lawrence Enterprises LLC	_____
4. 105	Lawrence Enterprises LLC	_____
3669 S. Huron St.		
5. 201	Romsdahl Properties LLC	_____
6. 202	Plutt Hanson, P.C.	_____
7. 203	Estes Park Institute	<i>Kerry Kloche, VP</i>
3671 S. Huron St.		
8. 301	Svigel's Auto Parts Inc.	_____
9. 302	Forest Dwellers LLC	_____
10. 303	All Sewn Up Inc.	_____
3679 S. Huron St.		
11. 401	3679 Huron LLC	_____

CENTER & PARK ASSOCIATION AND OWNERS

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1. 101	Dealers Fund Inc.	_____
2. 102	Lawrence Enterprises LLC	_____
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3669 S. Huron St.		
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7. 203	Estes Park Institute	_____
3671 S. Huron St.		
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9. 302	Forest Dwellers LLC	_____
10. 303	All Sewn Up Inc.	_____
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11. 401	3679 Huron LLC	_____

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CENTER & PARK ASSOCIATION AND OWNERS

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1. 101	Dealers Fund Inc.	_____
2. 102	Lawrence Enterprises LLC	_____
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7. 203	Estes Park Institute	_____
3671 S. Huron St.		
8. 301	Svigel's Auto Parts Inc.	_____
9. 302	Forest Dwellers LLC	_____
10. 303	All Sewn Up Inc.	_____
3679 S. Huron St.		
11. 401	3679 Huron LLC	_____

12. 402 Wesley Weaver and Penelope G. Weaver as joint tenants

Wesley Weaver & Penelope G. Weaver

13. 403 Wes Weaver

Wesley Weaver

14. 404 Four Kids LLC

925 W. Kenyon Ave.

15. B01 SnCup Ltd.

16. B02 Black Rock Investments LLC

17. B04 Bradley E. Kingery

18. B05 Lawrence & Lawrence, LLC

David Lawrence

19. B06 343075 Denver Holdings LLC

20. B07 Bradley E. Kingery

21. B08 David & Tamara Sutphin

22. B09 David & Tamara Sutphin

23. B10 Kenyon Property LLC

24. B11 Kenyon Property LLC

25. B14 Kenyon Property LLC

11 401 3679 Huron LLC _____

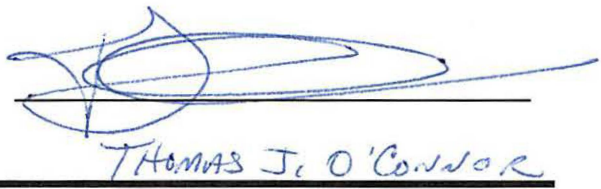
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12 402 Wesley Weaver and
Penelope G. Weaver as joint
tenants _____

13 403 Wes Weaver _____

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14 404 Four Kids LLC _____



THOMAS J. O'CONNOR

925 W. Kenyon Ave.

15 B01 SnCup Ltd. _____

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16 B02 Black Rock Investments LLC _____

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17 B04 Bradley E. Kingery _____

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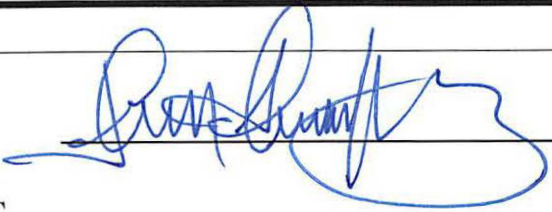
20 B07 Bradley E. Kingery _____

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- 12. 403 Wes Weaver _____
- 13. 404 Four Kids LLC _____

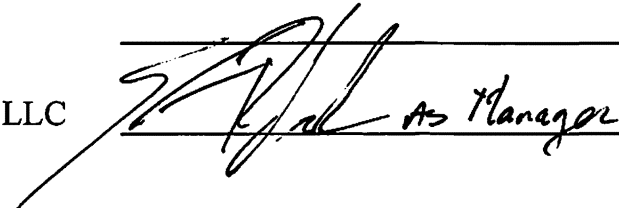
925 W. Kenyon Ave.

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- 24. B14 Kenyon Property LLC _____
- 25. B15 Bradley E. Kingery _____
- 26. B16 Bradley E. Kingery _____



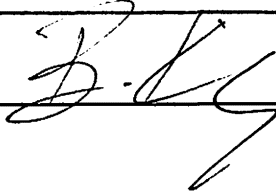
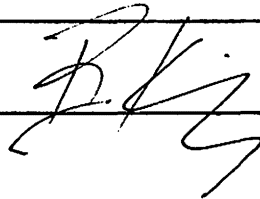
- 12. 403 Wes Weaver _____
- 13. 404 Four Kids LLC _____

925 W. Kenyon Ave.

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- 14. 404 Four Kids LLC _____

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- 21. B08 David & Tamara Sutphin _____
- 22. B09 David & Tamara Sutphin _____
- 23. B10 Kenyon Property LLC *Matthew R. Brown*
- 24. B11 Kenyon Property LLC *Matthew R. Brown*
- 25. B14 Kenyon Property LLC *Matthew R. Brown*
- 26. B15 Bradley E. Kingery _____
- 27. B16 Bradley E. Kingery _____

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26. B15 Bradley E. Kingery

B. Kingery

27. B16 Bradley E. Kingery

B. Kingery

SUBORDINATION AGREEMENT

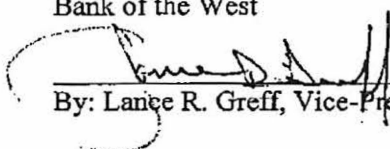
Concurrent with The 945 Kenyon Limited Liability Company conveyance of an easement to Center and Park Associates, Inc. and related entities, Bank of the West hereby subordinates the debt instruments set forth on Exhibit A attached hereto and made part of this agreement (the June 6, 2016 Owners and Encumbrance Report from First American Title Insurance Company) to the Easement Agreement dated 7-26-2017, recorded in the office of the Arapahoe County Clerk and Recorder on , 2017 as Reception No. D7106442 (which date and recording information Bank of the West authorizes to be completed, whether before, at or after this document is executed by Bank of the West) for ingress and egress over the property relating to the easement property, namely the eastern 20.5 feet of the following property owned by The 945 Kenyon Limited Liability Company and encumbered by Bank of the West security instruments and more particularly described below. Bank of the West agrees to execute such further documents required by the title company insuring the Easement to assure the Easement Agreement is prior to the debt instruments executed by The 945 Kenyon Limited Liability Company in favor of Bank of the West.

The eastern 20.5 feet of the following property of the West one half of Englewood Business Park, also being Lots 1 through 16, Block 23, and part of vacated South Inca Street, Amended Plat of Englewood, Arapahoe County, Plat Filing No. 417A, situated in the Northeast One-Quarter of the Northeast One-Quarter of Section 4, Township 5 South, Range 68 West of the 6th P.M., in the City of Englewood, County of Arapahoe, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of said Section 4; Thence Westerly along the South line of said Northeast One-Quarter of the Northeast One-Quarter, 30.00 feet; Thence on an angle to the right of 90°14'15" and Northerly 30.00 feet; Thence on an angle to the left of 90°14'15" and Westerly along the North right-of-way line of West Kenyon Avenue 312.595 feet to the POINT OF BEGINNING; Thence continuing Westerly along the aforesaid course 138.595 feet to the Southwest corner of Lot 16 of said Block 23; Thence on an angle to the right of 90°14'15" and Northerly 392.16 feet to a point on the South right-of-way line of West Jefferson Avenue; Thence on an angle to the right of 89°45'59" and Easterly along said south right-of-way line 138.595 feet; Thence on an angle to the right of 90°14'01" and Southerly 392.15 feet to the POINT OF BEGINNING.

Dated this 12th day of July, 2016.

Bank of the West


By: Lance R. Greff, Vice-President

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SUBORDINATION AGREEMENT

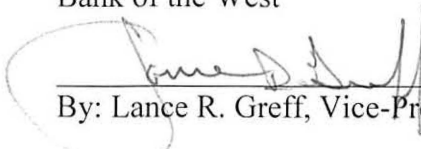
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COMMENCING at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of said Section 4; Thence Westerly along the South line of said Northeast One-Quarter of the Northeast One-Quarter, 30.00 feet; Thence on an angle to the right of 90°14'15" and Northerly 30.00 feet; Thence on an angle to the left of 90°14'15" and Westerly along the North right-of-way line of West Kenyon Avenue 312.595 feet to the POINT OF BEGINNING; Thence continuing Westerly along the aforesaid course 138.595 feet to the Southwest corner of Lot 16 of said Block 23; Thence on an angle to the right of 90°14'15" and Northerly 392.16 feet to a point on the South right-of-way line of West Jefferson Avenue; Thence on an angle to the right of 89°45'59" and Easterly along said south right-of-way line 138.595 feet; Thence on an angle to the right of 90°14'01" and Southerly 392.15 feet to the POINT OF BEGINNING.

Dated this 12th day of July, 2016.

Bank of the West


By: Lance R. Greff, Vice-President



First American Title Insurance Company - NCS
1125 17th Street, Suite 500
Denver, Colorado 80202
Phone: (303)876-1112 Fax:(877)235-9185

Owners and Encumbrance Report

Date: June 6, 2016

Bank of the West
520 Main Ave
Fargo , ND 58124

Reference: 7357763
File No.: EODEN46

Property Description

County Effective Date: May 18, 2016 at 5:00 p.m.

Owner: The 945 Kenyon Limited Liability Company, a Colorado limited liability company
Property: 945 W Kenyon Ave Englewood, CO 80219
Legal Description: The West one half of Englewood Business Park, also being Lots 1 through 16, block 23, and part of vacated South Inca Street, Amended Plat of Englewood, Arapahoe County, Plat Filing 417A, situated in the Northeast one-quarter of the Northeast one-quarter of Section 4, Township 5 South, Range 68 West of the 6th P.M., in the City of Englewood, County of Arapahoe, State of Colorado being more particularly described in that certain Warranty Deed recorded April 26, 1994 in Book 7524 at Page 603.
County: Arapahoe
Parcel Number: 2077-04-1-17-028

Encumbrances

<u>Document Type</u>	<u>Amount</u>	<u>Date</u>	<u>Reception No.</u>
Deed of Trust	\$1,050,000.00	4-30-2013	D3053215
Assignment of Rents		4-30-2013	D3053216
Deed of Trust	\$250,000.00	5-9-2013	D3058000
Assignment of Rents		5-9-2013	D3058001
Deed of Trust	\$100,000.00	5-9-2013	D3058002
Assignment of Rents	\$	5-9-2013	D3058003

Statement of Charges

	<u>Amount Due</u>
O&E Report	\$5.00
Copies	\$12.00
Total Due	\$17.00

End of Report

LIMITATION OF LIABILITY

THIS REPORT CONTAINS INFORMATION OBTAINED FROM PUBLIC RECORDS IN THE COUNTY WHERE THE LAND IS LOCATED WHICH GIVES NOTICE OF CERTAIN MATTERS RELATING TO SAID LAND. EASEMENTS, RIGHTS OF WAY AND COVENANTS, CONDITIONS AND RESTRICTIONS ARE NOT REPORTED. THIS REPORT IS NOT INTENDED TO BE, NOR SHOULD IT BE RELIED UPON AS A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE. THE SOLE LIABILITY ASSUMED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FOR THE INFORMATION CONTAINED WITHIN THE REPORT IS THE FEE THE CUSTOMER PAID FOR THE REPORT. ALL OTHER LIABILITY IS EXPRESSLY DISCLAIMED, INCLUDING LIABILITY IN CONTRACT, TORT OR DUE TO NEGLIGENCE IN THE PRODUCTION OF THIS REPORT.

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1125 17th Street, Suite 750
Denver, CO 80202*