

**Land Title Guarantee Company**  
**CUSTOMER DISTRIBUTION**

**Date:** 07-20-2011

**Our Order Number:** IN70308113

**Property Address:**

970 28TH STREET BOULDER CO 80303

**LORI APILADO**

**Attn:** 323-860-4936

**Copies:** 1

**E-Mail:** lapilado@cimgroup.com

**Linked Commitment Delivery**

**ELLEN ROSE**

**Copies:** 1

**E-Mail:** erose@cimgroup.com

**Linked Commitment Delivery**

**If you have any inquiries or require further assistance, please contact \_\_\_\_\_ Customer Response \_\_\_\_\_**

**Phone:** 303-850-4141

**Fax:** 303-393-4823

**PROPERTY INFORMATION BINDER**

Our Order No. IN70308113

Liability: \$50,000.00

Fee: \$500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
a Corporation, herein called the Company,

**GUARANTEES**

**970 28TH STREET - PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of July 07, 2011 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

**970 28TH STREET - PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

2. The estate or interest in the land hereinafter described or referred to covered by this Binder is:

A Fee Simple

3. The land referred to in this Binder is situated in the State of Colorado, County of **BOULDER** described as follows:

**SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION**

4. The following documents affect the land:

1. **EXISTING LEASES AND TENANCIES.**
2. **EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AS SET FORTH IN DEEDS RECORDED JUNE 17, 1963 IN BOOK 1286 AT PAGE 7 AND IN BOOK 1286 AT PAGE 9, AND RESERVED IN DEED RECORDED OCTOBER 27, 1956 IN BOOK 1028 AT PAGE 261.**
3. **EASEMENT GRANTED TO COLORADO WYOMING GAS CO., FOR PIPE LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 02, 1929, IN BOOK 574 AT PAGE 232.**

**NOTE: CERTIFICATE OF MERGER OF WESTERN GAS SUPPLY COMPANY FORMERLY KNOWN AS COLORADO WYOMING GAS COMPANY INTO PUBLIC SERVICE COMPANY OF COLORADO RECORDED JANUARY 28, 1993 UNDER RECEPTION NO. 1261171.**

4. **EASEMENT AND RIGHT OF WAY FOR SIDEWALK PURPOSES AND TERMS THEREIN AS GRANTED TO THE CITY OF BOULDER BY INSTRUMENT RECORDED OCTOBER 08, 2001 UNDER RECEPTION NO. 2205192.**

4. The following documents affect the land: (continued)

5. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF UTILITY EASEMENT TO THE CITY OF BOULDER RECORDED FEBRUARY 13, 2007 UNDER RECEPTION NO. 2836347.

6. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED JUNE 06, 2008 UNDER RECEPTION NO. 2934570.

7. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF EMERGENCY ACCESS EASEMENT TO THE CITY OF BOULDER RECORDED OCTOBER 23, 2008 UNDER RECEPTION NO. 2961042.

8. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE "LEACH BABCOCK SUBDIVISION AND 970 28TH STREET PARCEL LOT LINE ADJUSTMENT" PLAT RECORDED OCTOBER 23, 2008 AT RECEPTION NO. 2961044.

NOTE: APPROVAL IN CONNECTION WITH SAID PLAT RECORDED OCTOBER 23, 2008 AT RECEPTION NO. 2961043.

9. DEED OF TRUST DATED AUGUST 17, 2005 FROM LANDMARK LAND COMPANY, LP TO THE PUBLIC TRUSTEE OF BOULDER COUNTY FOR THE USE OF FIRST COMMUNITY BANK TO SECURE THE SUM OF \$3,300,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED SEPTEMBER 08, 2005, UNDER RECEPTION NO. 2720253.

NOTE: ASSUMPTION AGREEMENT IN CONNECTION THEREWITH RECORDED APRIL 3, 2007 AT RECEPTION NO. 2846755.

10. DEED OF TRUST DATED AUGUST 17, 2005 FROM LANDMARK LAND COMPANY, LP TO THE PUBLIC TRUSTEE OF BOULDER COUNTY FOR THE USE OF FIRST COMMUNITY BANK TO SECURE THE SUM OF \$1,500,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED SEPTEMBER 08, 2005, UNDER RECEPTION NO. 2720254.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED SEPTEMBER 08, 2005, UNDER RECEPTION NO. 2720255.

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED SEPTEMBER 08, 2005, UNDER RECEPTION NO. 2720256.

NOTE: ASSUMPTION AGREEMENT IN CONNECTION THEREWITH RECORDED APRIL 3, 2007

4. The following documents affect the land: (continued)

AT RECEPTION NO. 2846756.

11. DEED OF TRUST DATED OCTOBER 12, 2007 FROM 970 28TH STREET - PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF BOULDER COUNTY FOR THE USE OF FIRST COMMUNITY BANK TO SECURE THE SUM OF \$6,300,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED JANUARY 30, 2008, UNDER RECEPTION NO. 2907350.

NOTE: SAID DEED OF TRUST LACKS AN ATTACHED LEGAL DESCRIPTION.

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED JANUARY 30, 2008, UNDER RECEPTION NO. 2907351.

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED JUNE 02, 2008, UNDER RECEPTION NO. 2933598.

NOTE: MODIFICATION TO SAID DEED OF TRUST RECORDED JUNE 11, 2009 AT RECEPTION NO. 3006873.

SAID DEED OF TRUST WAS ASSIGNED TO CIM/28TH STREET BOULDER LOAN, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN ASSIGNMENT RECORDED SEPTEMBER 08, 2009, UNDER RECEPTION NO. 3028599.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

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

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

Our Order No. IN70308113

**LEGAL DESCRIPTION**

**THAT PARCEL KNOWN AS 970 28TH STREET PARCEL, ON THE PLAT OF LEACH BABCOCK SUBDIVISION AND 970 28TH STREET PARCEL LOT LINE ADJUSTMENT, RECORDED OCTOBER 23, 2008 AT RECEPTION NO. 2961044, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**A PARCEL OF LAND LOCATED IN THE SW1/4 OF SECTION 32, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SW CORNER LOT 16B, LEACH BABCOCK SUBDIVISION LOT LINE ADJUSTMENT, THENCE SOUTH 00° 02' 00" WEST, 0.58 FEET;  
THENCE SOUTH 89° 54' 46" EAST, 308.17 FEET;  
THENCE SOUTH 57° 19' 27" EAST, 12.79 FEET;  
THENCE NORTH 89° 56' 07" EAST, 87.88 FEET;  
THENCE NORTH 00° 03' 53" WEST, 12.31 FEET;  
THENCE NORTH 89° 56' 07" EAST, 23.20 FEET;  
THENCE SOUTH 00° 02' 00" WEST, 4.21 FEET;  
THENCE NORTH 89° 57' 50" EAST, 120.40 FEET;  
THENCE SOUTH 00° 01' 05" WEST, 150.00 FEET;  
THENCE SOUTH 89° 57' 50" WEST, 10.33 FEET;  
THENCE SOUTH 00° 02' 00" WEST, 35.00 FEET;  
THENCE SOUTH 89° 57' 50" WEST, 570.11 FEET TO A POINT ON THE WEST LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 32;  
THENCE NORTH 00° 02' 00" EAST, 185.00 FEET ALONG THE WEST LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 32;  
THENCE NORTH 89° 57' 50" EAST, 30.00 FEET TO THE POINT OF BEGINNING.**

# Property Information Binder

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

### 2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

### 3. Prosecution of Actions

- (a) The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

### 5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

**6. Limitation of Liability - Payment of Loss**

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

**7. Subrogation Upon Payment or Settlement**

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

**8. Binder Entire Contract**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

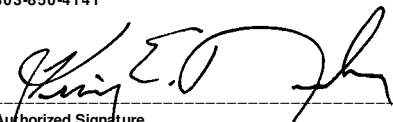
**9. Notices. Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

**10. Arbitration**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

Issued through the Office of:  
LAND TITLE GUARANTEE COMPANY  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-850-4141

  
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Authorized Signature



