



GID INCLUSION PETITION

PETITION

FOR THE INCLUSION OF PROPERTY INTO THE COMMERCE CITY

Northern Infrastructure GENERAL IMPROVEMENT DISTRICT

The undersigned owner(s) of the real property described in Exhibit A, attached hereto, and depicted on the site map in Exhibit B, attached hereto (the "Property"), hereby petition(s) the City Council of City of Commerce City, Colorado, as the *ex officio* Board of Directors (the "Board") of the Commerce City Northern Infrastructure General Improvement District (the "District") for inclusion of the Property into the District, pursuant to § 31-25-618, C.R.S. The undersigned further request(s) that the Board hold a hearing in accordance with the requirements of § 31-25-618, C.R.S., at which all objections to this petition may be presented.

In support of this petition, the undersigned state(s) as follows:

1. The undersigned is/are the sole fee title owner(s) of the Property (see Exhibit C).
2. This petition is accompanied by a deposit of moneys to pay the costs of the inclusion proceedings.

WHEREFORE, the undersigned request the Board to take all steps and procedures required by law for the inclusion of the Property into the District, including the publication of notice of the filing of this petition, and to adopt an ordinance including the Property into the District.

Second Creek Holdings LLC,
a Colorado limited liability company

[Name of Fee Title Owner]

Signature

Signature

By: Joel H. Farkas, Manager

By: [Signature]

Printed Name and Title

Printed Name and Title

[Name of Fee Title Owner]

[Name of Fee Title Owner]

Signature

Signature

By: _____

By: _____



Printed Name and Title

Printed Name and Title

NOTARY CERTIFICATE

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

I, Joel H. Farkas, Manager of Second Creek Holdings LLC being first duly sworn on oath, verify that the facts set forth in this petition are true to the best of my knowledge, information and belief.

Subscribed and sworn to before me this 2ND day of October, 2018

My commission expires: 01-27-2021



(SEAL)

Toni Serra
Notary Public



EXHIBIT A

Legal Description of Property

[Faint, illegible text, likely a placeholder for a legal description or map.]

Exhibit A

LEGAL DESCRIPTION

Lots 1 through 14, inclusive, Block 1;
Lots 1 through 10, inclusive, Block 2;
Lots 1 through 14, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 32, inclusive, Block 5;
Lots 1 through 14, inclusive, Block 6;
Lots 1 through 7, inclusive, Block 7;
Lots 1 through 49, inclusive, Block 8;
Lots 1 through 25, inclusive, Block 9;
Lots 1 through 7, inclusive, Block 10;
Lots 1 through 11, inclusive, Block 11;
Lots 1 through 20, inclusive, Block 12;
Lots 1 through 20, inclusive, Block 13;
Lots 1 through 42, inclusive, Block 14;
Lots 1 through 18, inclusive, Block 15;
Lots 1 through 18, inclusive, Block 16;
Tracts D, E, G and H,
Tracts J through N, inclusive,
And Tracts P through X, inclusive,
Second Creek Farm Filing No. 1
City of Commerce City, County of Adams,
State of Colorado,

Together with

Lots 1 through 46, inclusive, Block 1
Lots 1 through 16, inclusive, Block 2
Lots 1 through 10, inclusive, Block 3
Lots 1 through 25, inclusive, Block 4
Lots 1 through 12, inclusive, Block 5
Lots 1 through 7, inclusive, Block 6
Lots 1 through 15, inclusive, Block 7
Lots 1 through 30, inclusive, Block 8
Lots 1 through 8, inclusive, Block 9
Lots 1 through 10, inclusive, Block 10
Lots 1 through 21, inclusive, Block 11
Lots 1 through 18, inclusive, Block 12
Lots 1 through 28, inclusive, Block 13
Lots 1 through 48, inclusive, Block 14
Lots 1 through 22, inclusive, Block 15
Lots 1 through 14, inclusive, Block 16
Lots 1 through 14, inclusive, Block 17
Lots 1 through 14, inclusive, Block 18

Lots 1 through 27, inclusive, Block 19
Lots 1 through 15, inclusive, Block 20
Lots 1 through 12, inclusive, Block 21
Lots 1 through 23, inclusive, Block 22
Lots 1 through 14, inclusive, Block 23
Lots 1 through 18, inclusive, Block 24
Lots 1 through 28, inclusive, Block 25
Lots 1 through 25, inclusive, Block 26
Lots 1 through 6, inclusive, Block 27
Lots 1 through 49, inclusive, Block 28
Lots 1 through 17, inclusive, Block 29
Lots 1 through 8, inclusive, Block 30
Tracts A through H, Inclusive,
Tracts J through N, Inclusive,
Tracts P through HH, Inclusive and
Tracts JJ through MM Inclusive,
Second Creek Filing No. 2
City of Commerce City, County of Adams,
State of Colorado.

LEGAL DESCRIPTION OF PROPERTY

Proposed as of 4/27/18

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Filing 1

Lots 1 through 14, inclusive, Block 1,
Lots 1 through 10, inclusive, Block 2,
Lots 1 through 14, inclusive, Block 3,
Lots 1 through 32, inclusive, Block 4,
Lots 1 through 32, inclusive, Block 5,
Lots 1 through 14, inclusive, Block 6,
Lots 1 through 7, inclusive, Block 7,
Lots 1 through 49, inclusive, Block 8,
Lots 1 through 25, inclusive, Block 9,
Lots 1 through 7, inclusive, Block 10,
Lots 1 through 11, inclusive, Block 11,
Lots 1 through 20, inclusive, Block 12,
Lots 1 through 20, inclusive, Block 13,
Lots 1 through 42, inclusive, Block 14,
Lots 1 through 18, inclusive, Block 15,
Lots 1 through 18, inclusive, Block 16,
Tract D, A portion of Tract E, Tracts G, H, J through N, inclusive, and P
through X, inclusive
Second Creek Farm Filing No. 1,
City of Commerce City, County of Adams, State of Colorado.

333 Lots

Filing 2

Lots 1 through 7, inclusive, Block 1,
Lots 15 through 46, inclusive, Block 1,
Lots 8 through 17, inclusive, Block 2,
Lots 1 through 10, inclusive, Block 3,
Lots 1 through 25, inclusive, Block 4,
Lots 1 through 12, inclusive, Block 5,
Lots 1 through 7, inclusive, Block 6,
Lots 1 through 15, inclusive, Block 7,
Lots 1 through 30, inclusive, Block 8,
Lots 1 through 8, inclusive, Block 9,
Lots 1 through 10, inclusive, Block 10,
Lots 1 through 21, inclusive, Block 11,
Lots 1 through 18, inclusive, Block 12,
Lots 1 through 28, inclusive, Block 13,
Lots 1 through 48, inclusive, Block 14,
Lots 1 through 22, inclusive, Block 15,
Lots 1 through 14, inclusive, Block 16,
Lots 1 through 14, inclusive, Block 17,
Lots 1 through 14, inclusive, Block 18,
Lots 1 through 27, inclusive, Block 19,
Lots 1 through 15, inclusive, Block 20,
Lots 1 through 12, inclusive, Block 21,
Lots 1 through 23, inclusive, Block 22,
Lots 1 through 14, inclusive, Block 23,
Lots 1 through 18, inclusive, Block 24,
Lots 1 through 28, inclusive, Block 25,
Lots 1 through 25, inclusive, Block 26,
Lots 1 through 6, inclusive, Block 27,
Lots 10 through 15, inclusive, Block 28,
Lots 22 through 49, inclusive, Block 28
Lots 1 through 17, inclusive, Block 29,
Lots 1 through 8, inclusive, Block 30,
Tract A, Tracts B through D, inclusive, a portion of Tract E, Tracts F through H, inclusive, J
through N, inclusive, P through HH, inclusive and JJ through MM, inclusive,
Second Creek Farm Filing No. 2,
City of Commerce City, County of
Adams, State of Colorado

572 Lots



EXHIBIT B

Site Map of Property

Map of the property located at 7887 East 60th Avenue, Commerce City, Colorado 80022.

Exhibit B



SECOND CREEK FARM COMMERCE CITY, COLORADO ILLUSTRATIVE SITE PLAN

DM DESIGN
LANDSCAPE ARCHITECTURE
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
PHONE: 303.733.1000
FAX: 303.733.1001
WWW.DMDENVER.COM
SEPTEMBER 15, 2004





EXHIBIT C

Title showing applicant is sole fee title owner(s)

Fidelity National Title Insurance Company
TITLE REPORT

SCHEDULE A

Title Report No: N0019327-010-TO2-KR1

1. **Effective Date:** September 14, 2018 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

A Fee Simple

3. Title to the estate or interest in the land is at the Effective Date vested in:

Second Creek Holdings LLC, a Colorado limited liability company, as to Parcels One and Two and The City of Commerce City, Colorado, as to Parcel Three

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

See Attached Legal Description

(for informational purposes only) Second Creek Farms Subdivision, Adams, CO

Attached Legal Description

Parcel One:

Lots 1 through 14, inclusive, Block 1,
Lots 1 through 10, inclusive, Block 2,
Lots 1 through 14, inclusive, Block 3,
Lots 1 through 32, inclusive, Block 4,
Lots 1 through 32, inclusive, Block 5,
Lots 1 through 14, inclusive, Block 6,
Lots 1 through 7, inclusive, Block 7,
Lots 1 through 49, inclusive, Block 8,
Lots 1 through 25, inclusive, Block 9,
Lots 1 through 7, inclusive, Block 10,
Lots 1 through 11, inclusive, Block 11,
Lots 1 through 20, inclusive, Block 12,
Lots 1 through 20, inclusive, Block 13,
Lots 1 through 42, inclusive, Block 14,
Lots 1 through 18, inclusive, Block 15,
Lots 1 through 18, inclusive, Block 16,

Tracts D, E, less that portion conveyed to the City of Commerce City in Special Warranty Deed recorded March 28, 2018 at Reception No. 2018000025001, G, H, J through N, and P through X, inclusive
Second Creek Farm Filing No. 1,
City of Commerce City, County of Adams, State of Colorado.

Parcel Two:

Lots 1 through 46, inclusive, Block 1,
Lots 1 through 16, inclusive, Block 2,
Lots 1 through 10, inclusive, Block 3,
Lots 1 through 25, inclusive, Block 4,
Lots 1 through 12, inclusive, Block 5,
Lots 1 through 7, inclusive, Block 6,
Lots 1 through 15, inclusive, Block 7,
Lots 1 through 30, inclusive, Block 8,
Lots 1 through 8, inclusive, Block 9,
Lots 1 through 10, inclusive, Block 10,
Lots 1 through 21, inclusive, Block 11,
Lots 1 through 18, inclusive, Block 12,
Lots 1 through 28, inclusive, Block 13,
Lots 1 through 48, inclusive, Block 14,
Lots 1 through 22, inclusive, Block 15,
Lots 1 through 14, inclusive, Block 16,
Lots 1 through 14, inclusive, Block 17,
Lots 1 through 14, inclusive, Block 18,
Lots 1 through 27, inclusive, Block 19,
Lots 1 through 15, inclusive, Block 20,
Lots 1 through 12, inclusive, Block 21,
Lots 1 through 23, inclusive, Block 22,
Lots 1 through 14, inclusive, Block 23,
Lots 1 through 18, inclusive, Block 24,
Lots 1 through 28, inclusive, Block 25,
Lots 1 through 25, inclusive, Block 26,
Lots 1 through 6, inclusive, Block 27,

Lots 1 through 49, inclusive, Block 28,
Lots 1 through 17, inclusive, Block 29,
Lots 1 through 8, inclusive, Block 30,
Tracts A, less that portion conveyed to the City of Commerce City in Special Warranty Deed recorded March 28, 2018 at Reception No. 2018000025001, B through D, E less that portion conveyed to the City of Commerce City in Special Warranty Deed recorded March 28, 2018 at Reception No. 2018000025001, F through H, J through N, inclusive, P through HH, inclusive and JJ through MM, inclusive,
Second Creek Farm Filing No. 2,
City of Commerce City, County of Adams, State of Colorado.

Parcel Three:

A parcel of land being a portion of Tract E,
Second Creek Farm Filing No. 1, as described in Special Warranty Deed recorded March 23, 2018 at Reception No. [2018000025001](#).

And

A parcel of land being a portion of Tract A,
Second Creek Farm Filing No. 2, as described in Special Warranty Deed recorded March 23, 2018 at Reception No. [2018000025001](#).

And

A parcel of land being a portion of Tract E,
Second Creek Farm Filing No. 2, as described in Special Warranty Deed recorded March 23, 2018 at Reception No. [2018000025001](#).

County of Adams,
State of Colorado.

SCHEDULE B

Exceptions

1. Any facts, rights, interests or claims that are shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
6. All taxes and assessments, now or heretofore assessed, due or payable.
7. Reservations contained in the Patent

From: The United States of America

To: Daniel W. Glaze

Recording Date: April 11, 1892

Recording No: [Book 771 at Page 76](#) (Affecting the NE1/4 of Section 28, Township 2S, Range 66 West) and in the Patent to Myra Butler recorded April 10, 1909 in [Book 25 at Page 342](#) (Affecting the SE1/4 of Section 28)

(Affects Parcel One)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

8. An oil and gas lease from Champlin Petroleum Company to Amoco Production Company for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: December 22, 1971

Recording No: [Book 1767 at Page 180](#)

Note: As further affected by the following instruments:

Ratification of Lease recorded December 10, 1990 in [Book 3735 at Page 147](#);

Notice of Oil and Gas Interests and Surface Use recorded June 11, 2001 at [Reception No. C0812000](#);

Partial Assignment of Oil and Gas Leases recorded July 26, 2005 at [Reception No. 20050726000786150](#);

Surface Use Agreement recorded October 25, 2005 at [Reception No. 20051025001172160](#).

Partial Release recorded October 14, 2005 at [Reception No. 20051014001132970](#).

(Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: pipelines
Recording Date: May 27, 1980-
Recording No: [Book 2459 at Page 86](#)
(Affects the Northerly portion of Parcel Two)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: pipelines
Recording Date: September 17, 1981
Recording No: [Book 2587 at Page 198](#)
(Affects Parcel Two)

11. Terms, conditions, provisions, agreements and obligations contained in the Notice of General description of Area Served by Panhandle Eastern Pipeline Company Concerning Underground Facilities pursuant to C.R.S. SEC. 9-1.5-103 as set forth below:

Recording Date: November 30, 1981
Recording No.: [Book 2603 at Page 785](#) and recorded July 25, 1986 in [Book 3162 at Page 961](#)
(Affects Parcels One and Two)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern pipeline company
Purpose: pipelines
Recording Date: December 10, 1981
Recording No: [Book 2606 at Page 323](#)
(Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21)

13. Subject to the rights and burdens as imposed in the Deed from L.C. Fulenwider, Inc. to Van Schaack Holdings, Lt. recorded February 5, 1991 in [Book 3749 at Page 9.](#)
Affects Parcels One and Two

14. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Partition Agreement as set forth below:

Recording Date: February 5, 1991
Recording No.: [Book 3749 at Page 34](#)
Affects Parcels One and Two

Note: Partial Release recorded June 15, 1995 in [Book 4530 at Page 588](#)

15. The effect of the inclusion of said land into the E-470 Public Highway Authority, as set forth in the instrument recorded December 19, 1995 in [Book 4646 at Page 979.](#)
Affects Parcels One and Two

16. Reservations by the Union Pacific Land Company of (1) oil, coal and other minerals underlying the Land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed as set forth below, and any and all assignments thereof or interests therein:

Recording Date: February 16, 1909

Recording No.: [Book 25 at Page 213](#)

Note: As further affected by the following instruments:

Quit Claim to the Union Pacific Land Resources Corporation recorded April 14, 1971 in [Book 1684 at Page 281](#).

Mineral Deed to Champlin Petroleum Company recorded December 17, 1971 in [Book 1765 at Page 371](#);

Request for Notification of Surface Development recorded May 20, 2002 at [Reception No. C0971561](#);

Request for Notification of Pending Surface Development recorded August 7, 2007 at Reception No. [2007000076064](#)

(Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21)

17. An oil and gas lease from Union Pacific Resources Company to United States Exploration, Inc. for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: May 26, 1998

Recording No.: [Book 5342 at Page 327](#)

Affects Parcels One and Two

Note: As further affected by the following instruments:

Affidavit of Production recorded December 4, 2000 in [Book 6344 at Page 488](#)

Partial Release recorded November 6, 2001 at [Reception No. C0882694](#)

Surface Use Agreement recorded October 25, 2005 at [Reception No. 20051025001172160](#)

Assignment of Royalty interests recorded March 16, 2010 at [Reception No. 2010000017044](#)

Amended Assignment of Royalty Interests recorded May 17, 2010 at [Reception No. 2010000032469](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Grant of Easement and Agreement as set forth below:

Recording Date: November 22, 1999

Recording No.: [Book 5959 at Page 529](#) and recorded March 2, 2000 in [Book 6051 at Page 74](#)

Affects Parcels One and Two

19. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the South Adams County Fire Protection District, as evidenced by instrument(s) recorded June 15, 2001 at [Reception No. C0814831](#) and recorded December 15, 2006 at [Reception No. 2006001010799](#).
Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21

20. Terms, conditions, provisions, agreements and obligations contained in the Master Right of Way Agreement as set forth below:

Recording Date: January 14, 2003

Recording No.: [Reception No. 3023841](#) of the Weld County records

Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21

21. Terms, conditions, provisions, agreements and obligations contained in the Master Right of Way Agreement as set forth below:

Recording Date: January 14, 2003

Recording No.: [Reception No. 3023845](#) of the Weld County records

Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21

22. Terms, conditions, provisions, agreements and obligations contained in the Second Creek Farm PUD Zone Document as set forth below:

Recording Date: December 22, 2004
Recording No.: [Reception No. 20041222001302870](#)
Affects Parcels One and Two

23. Restrictions as evidenced in the instrument recorded February 10, 2005 at Reception No. [20050210000140700](#).
Affects Parcels One and Two

24. Subject to Notes numbered 3, 6, 7, 8, 9, 11, 12, 14 and 15, and the easements for utilities, sanitary sewer, HOA, water lines, all as shown on the plat for Second Creek Farm Filing No. 1 recorded September 30, 2005 at [Reception No. 20050930001070140](#).
Affects Parcel One

25. Terms, conditions, provisions, agreements and obligations contained in the Developer's Agreement Second Creek Farms Filing #1 as set forth below:

Recording Date: December 5, 2005
Recording No.: [Reception No. 20051205001328670](#) and re-recorded February 21, 2006 at [Reception No. 20060221000169710](#)
Affects Parcel One

26. Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below:

Recording Date: December 9, 2005
Recording No.: [Reception No. 20051209001354260](#)
Affects Parcels One and Two

27. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Second Creek Farm Metropolitan District No. 2, as evidenced by instrument(s) recorded March 27, 2006 at Reception No. [20060327000304550](#)
Affects Parcel One

Note: Special District Public Disclosure Document recorded December 23, 2014 at [Reception No. 2014000089980](#).

28. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Second Creek Farm Metropolitan District No. 1, as evidenced by instrument(s) recorded March 27, 2006 at Reception No. [20060327000304560](#)
Affects Tracts D, E and G, of Parcel One.

Note: Special District Public Disclosure Document recorded December 23, 2014 at [Reception No. 2014000089980](#).

29. Terms, conditions, provisions, agreements and obligations contained in the Developer's Agreement as set forth below:

Recording Date: April 28, 2006
Recording No.: [Reception No. 20060428000434690](#)

Affects Parcel Two

30. Subject to notes numbered 3, 6, 7, 8, 9, 11, and 14, and the easements for utilities, drainage, HOA, and gas lines, all as shown on the plat for Second Creek Farm Filing No. 2 recorded April 28, 2006 at [Reception No. 20060428000434700](#).
Affects Parcel Two
31. Excepting the mineral rights contained in the Mineral Deed, Conveyance, Assignment, and Bill of Sale to Minerals, LLC, recorded December 3, 2014 at [Reception No. 2014000084716](#).
32. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: the City of Commerce City
Purpose: utilities
Recording Date: July 7, 2016
Recording No: [Reception No. 2016000054105](#)
Affects various Tracts in both Parcels One and Two
33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: the City of Commerce City
Purpose: slope and drainage
Recording Date: July 18, 2016
Recording No: [Reception No. 2016000057045](#)
Affects various Tracts in Parcel Two.
34. Deed of Trust from **Second Creek Holdings, LLC, a Colorado limited liability company**, to the Public Trustee of **Adams** County, for the benefit of New Direction IRA, Inc., FBO Joseph D. Freund, IRA , securing an original principal indebtedness of \$3,315,000.00, and any other amounts and/or obligations dated November 30, 2016, recorded December 14, 2016 at [Reception No. 2016000108727](#)
35. Deed of Trust from **Second Creek Holdings, LLC, a Colorado limited liability company**, to the Public Trustee of **Adams** County, for the benefit of **Respond Land, LLC, a Colorado limited liability company**, securing an original principal indebtedness of \$1,000,000.00, and any other amounts and/or obligations dated December 7, 2016, recorded December 14, 2016 at [Reception No. 2016900108728](#).
36. Terms, conditions, provisions, agreements and obligations contained in the Cooperation & Reimbursement Agreement as set forth below:
- Recording Date: March 27, 2018
Recording No.: [Reception No. 2018000024343](#)
- Assignment of Reimbursement Right recorded April 13, 2018 at [Reception No. 2018000029970](#).
37. Any taxes or assessments by reason of the inclusion of the Land in the Adams County Fire Protection District No. 4 as evidenced by instrument recorded May 4, 2018 at [Reception No. 2018000036466](#).
38. Terms, conditions, provisions, agreements and obligations contained in the Facilities Fee Resolution No. 2018-03-01 as set forth below:
- Recording Date: March 20, 2018
Recording No.: [Reception Numbers 2018000022656](#) and [2018000022657](#)
39. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:
- Recording Date: February 10, 2017
Recording No.: [Reception No. 2017000012919](#)

40. Terms, conditions, provisions, agreements and obligations contained in the Utility Easement Agreement as set forth below:

Recording Date: March 28, 2018
Recording No.: [Reception No. 2018000025002](#)

41. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Reimbursement Agreement and Development Restriction as set forth below:

Recording Date: March 28, 2018
Recording No.: [Reception No. 2018000025000](#)

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to NCS Colorado, a division of Fidelity National Title by sources believed to be reliable and is provided for accommodation purposes only. NCS Colorado, a division of Fidelity National Title assumes no liability hereunder unless a policy or policies of title insurance are issued by NCS Colorado, a division of Fidelity National Title and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by NCS Colorado, a division of Fidelity National Title within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its

Exhibit C

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE

OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE

SPECIAL WARRANTY DEED

WHEN RECORDED RETURN TO:

Second Creek Holdings LLC
c/o Gateway American Resources LLC
9033 East Easter Place, Suite 112
Centennial, CO 80112
Attention: Joel Farkas

Property Appraiser's Parcel ID# _____
(FOR INFORMATIONAL PURPOSES ONLY)

SPECIAL WARRANTY DEED Doc Fee: \$581.25

FOR VALUABLE CONSIDERATION, including, without limitation, the sum of **TEN AND NO/100 DOLLARS (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, **SECOND CREEK LB INVESTORS SPV, LLC ("Grantor")**, a Delaware limited liability company, with an address 9033 East Easter Place, Suite 112, Centennial, CO 80112, hereby grants, bargains, sells, and conveys unto **SECOND CREEK HOLDINGS LLC**, a Colorado limited liability company ("**Grantee**"), with an address at 9033 East Easter Place, Suite 112, Centennial, CO 80112, and Grantee's successors, heirs, and assigns forever, all of Grantor's right, title and interest in and to the following described real property (the "**Property**") situated in the County of Adams and State of Colorado:

SEE EXHIBIT A
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

TOGETHER with all reversions, remainders, easements, rights-of-way, development rights, appurtenances, hereditaments and water or mineral rights appertaining to or otherwise benefiting or used in connection thereof, if any; and all of Grantor's right, title and interest in and to any strips of land, streets and alleys abutting or adjoining such Property, if any; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above-bargained Property with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the Property against all acts of Grantor and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to taxes for the year of closing, a lien not yet due or payable, and those items listed on Exhibit B to this Special Warranty Deed.



SIGNATURES APPEAR ON NEXT PAGE

FD 47 6068

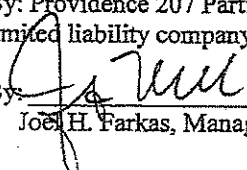
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on
this 9 day of December, 2016.

GRANTOR:

SECOND CREEK LB INVESTORS SPV, LLC,
a Delaware limited liability company

By: PCCP JCB WESTERN HOLDINGS, LLC,
a Delaware limited liability company,
its Managing Member

By: Providence 207 Participants LLC, a Colorado
limited liability company, its Co-Managing Member

By: 
Joel H. Farkas, Manager

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of December, 2016, by Joel H. Farkas, as Manager of Providence 207 Participants LLC, in its capacity as Co-Managing Member of PCCP JCB WESTERN HOLDINGS, LLC as Managing Member of SECOND CREEK LB INVESTORS SPV, LLC, on its behalf.

My commission expires:

Witness my hand and official seal.

(SEAL)

Notary Public


Susan W. Manrow, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

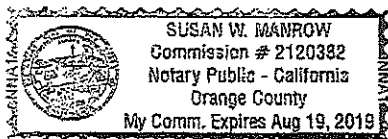
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On Dec. 9, 2016 before me, Susan W. Manrow, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Joel H. Farkas
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Susan W. Manrow
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Special Warranty Deed
Document Date: 12/9/16 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: Manager
Signer is Representing: Providence 207
Participants, LLC

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

**EXHIBIT A TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS,
STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lots 1 through 14, inclusive, Block 1,
Lots 1 through 10, inclusive, Block 2,
Lots 1 through 14, inclusive, Block 3,
Lots 1 through 32, inclusive, Block 4,
Lots 1 through 32, inclusive, Block 5,
Lots 1 through 14, inclusive, Block 6,
Lots 1 through 7, inclusive, Block 7,
Lots 1 through 49, inclusive, Block 8,
Lots 1 through 25, inclusive, Block 9,
Lots 1 through 7, inclusive, Block 10,
Lots 1 through 11, inclusive, Block 11,
Lots 1 through 20, inclusive, Block 12,
Lots 1 through 20, inclusive, Block 13,
Lots 1 through 42, inclusive, Block 14,
Lots 1 through 18, inclusive, Block 15,
Lots 1 through 18, inclusive, Block 16,
Tracts D, E, G, H, J through N, inclusive, and P through X, inclusive
Second Creek Farm Filing No. 1,
City of Commerce City, County of Adams, State of Colorado.

Parcel Two:

Lots 1 through 46, inclusive, Block 1,
Lots 1 through 16, inclusive, Block 2,
Lots 1 through 10, inclusive, Block 3,
Lots 1 through 25, inclusive, Block 4,
Lots 1 through 12, inclusive, Block 5,
Lots 1 through 7, inclusive, Block 6,
Lots 1 through 15, inclusive, Block 7,
Lots 1 through 30, inclusive, Block 8,
Lots 1 through 8, inclusive, Block 9,
Lots 1 through 10, inclusive, Block 10,
Lots 1 through 21, inclusive, Block 11,
Lots 1 through 18, inclusive, Block 12,
Lots 1 through 28, inclusive, Block 13,
Lots 1 through 48, inclusive, Block 14,
Lots 1 through 22, inclusive, Block 15,
Lots 1 through 14, inclusive, Block 16,
Lots 1 through 14, inclusive, Block 17,
Lots 1 through 14, inclusive, Block 18,
Lots 1 through 27, inclusive, Block 19,
Lots 1 through 15, inclusive, Block 20,

RECEPTION#: 2016000108726, 12/14/2016 at 12:17:46 PM, 5 OF 11, State
Documentary Fee \$581.25 TD Pgs: 4 Doc Type:SPWTY Stan Martin, Adams County, CO

Lots 1 through 12, inclusive, Block 21,
Lots 1 through 23, inclusive, Block 22,
Lots 1 through 14, inclusive, Block 23,
Lots 1 through 18, inclusive, Block 24,
Lots 1 through 28, inclusive, Block 25,
Lots 1 through 25, inclusive, Block 26,
Lots 1 through 6, inclusive, Block 27,
Lots 1 through 49, inclusive, Block 28,
Lots 1 through 17, inclusive, Block 29,
Lots 1 through 8, inclusive, Block 30,
Tracts A through H, inclusive, J through N, inclusive, P through HH, inclusive and JJ through
MM, inclusive, Second Creek Farm Filing No. 2,

City of Commerce City, County of Adams, State of Colorado

**EXHIBIT B TO SPECIAL WARRANTY DEED
PERMITTED EXCEPTIONS**

Reservations contained in the Patent

From: The United States of America
To: Daniel W. Glaze
Recording Date: April 11, 1892
Recording No: Book 771 at Page 76 (Affecting the NE1/4 of Section 28, Township
2S, Range
66 West) and in the Patent to Myra Butler recorded April 10, 1909 in
Book 25 at
Page 342 (Affecting the SE1/4 of Section 28)

(Affects Parcel One)

Which among other things recites
as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

Reservations by the Union Pacific Land Company of (1) oil, coal and other minerals underlying the Land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed as set forth below, and any and all assignments thereof or interests therein:

Recording Date: February 16, 1909
Recording No.: Book 25 at Page 213
Note: As further affected by the following instruments:
Quit Claim to the Union Pacific Land Resources Corporation recorded April 14, 1971 in Book 1684 at
Page 281.
Mineral Deed to Champlin Petroleum Company recorded December 17, 1971 in Book 1765 at
Page 371; Request for Notification of Surface Development recorded May 20, 2002 at Reception
No. C0971561; Request for Notification of Pending Surface Development recorded August
7, 2007 at Reception No.
2007000076064

(Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21)

Right of way for an undisclosed purpose granted to Wilber Hubbard and Glen Bostwick in
the Deed recorded July 16, 1923 in Book 101 at Page 561.
(Affects portion of Parcel One lying in Section 28)

An oil and gas lease from Champlin Petroleum Company to Amoco Production Company for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: December 22, 1971
Recording No: Book 1767 at Page 180

Note: As further affected by the following instruments:

Ratification of Lease recorded December 10, 1990 in Book 3735 at Page 147;

Notice of Oil and Gas Interests and Surface Use recorded June 11, 2001 at Reception No.

C0812000; Partial Assignment of Oil and Gas Leases recorded July 26, 2005 at Reception No.

20050726000786150; Surface Use Agreement recorded October 25, 2005 at Reception No.

20051025001172160.

Partial Release recorded October 14, 2005 at Reception No.

20051014001132970. (Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21)

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a

document: Granted to: Panhandle Eastern Pipe Line Company

Purpose: pipelines

Recording Date: May 27,

1980- Recording No: Book 2459

at Page 86 (Affects the Northerly

portion of Parcel Two)

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a

document: Granted to: Panhandle Eastern Pipe Line Company

Purpose: pipelines

Recording Date: September 17, 1981

Recording No: Book 2587 at

Page 198 (Affects Parcel Two)

Terms, conditions, provisions, agreements and obligations contained in the Notice of General description of Area Served by Panhandle Eastern Pipeline Company Concerning Underground Facilities pursuant to C.R.S. SEC. 9-1.5-103 as set forth below:

Recording Date: November 30, 1981

Recording No.: Book 2603 at Page 785 and recorded July 25, 1986 in Book 3162 at

Page 961 (Affects Parcels One and Two)

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern pipeline company

Purpose: pipelines

Recording Date: December 10, 1981

Recording No: Book 2606 at Page 323

(Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21)

Subject to the rights and burdens as imposed in the Deed from L.C. Fulenwider, Inc. to Van Schaack Holdings, Lt. recorded February 5, 1991 in Book 3749 at Page 9.

Affects Parcels One and Two

Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Partition Agreement as set forth below:

Recording Date: February 5, 1991
Recording No.: Book 3749 at Page 34
Affects Parcels One and Two

Note: Partial Release recorded June 15, 1995 in Book 4530 at Page 588

Terms, conditions, provisions, agreements and obligations contained in the Second Creek South Preliminary P.U.D. Plan as set forth below:

Recording Date: June 20, 1995
Recording No.: Reception No. C0082605
Affects the portion of Parcel One lying in Section 28.

The effect of the inclusion of said land into the E-470 Public Highway Authority, as set forth in the instrument recorded December 19, 1995 in Book 4646 at Page 979.
Affects Parcels One and Two

Terms, conditions, provisions, agreements and obligations contained in the Covenants and Easements Agreement as set forth below:

Recording Date: July 2, 1997
Recording No.: Book 5043 at Page 998
Affects the portion of Parcel One lying in Section 28

An oil and gas lease from Union Pacific Resources Company to United States Exploration, Inc. for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: May 26, 1998
Recording No.: Book 5342 at Page 327
Affects Parcels One and Two

Note: As further affected by the following instruments:

Affidavit of Production recorded December 4, 2000 in Book 6344 at Page 488
Partial Release recorded November 6, 2001 at Reception No. C0882694

Surface Use Agreement recorded October 25, 2005 at Reception No. 20051025001172160
Assignment of Royalty interests recorded March 16, 2010 at Reception No. 2010000017044
Amended Assignment of Royalty Interests recorded May 17, 2010 at Reception No. 2010000032469

Terms, conditions, provisions, agreements and obligations contained in the Grant of Easement and Agreement as set forth below:

Recording Date: November 22, 1999
Recording No.: Book 5959 at Page 529 and recorded March 2, 2000 in Book 6051 at Page 74
Affects Parcels One and Two

Any tax, lien, fee, or assessment by reason of inclusion of the Land in the South Adams County Fire Protection District, as evidenced by instrument(s) recorded June 15, 2001 at Reception No. C0814831 and recorded December 15, 2006 at Reception No. 2006001010799.
Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21.

Terms, conditions, provisions, agreements and obligations contained in the Master Right of Way Agreement as set forth below:

Recording Date: January 14, 2003
Recording No.: Reception No. 3023841 of the Weld County records
Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21

Terms, conditions, provisions, agreements and obligations contained in the Master Right of Way Agreement as set forth below:

Recording Date: January 14, 2003
Recording No.: Reception No. 3023845 of the Weld County records
Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21

Terms, conditions, provisions, agreements and obligations contained in the Second Creek Farm PUD Zone Document as set forth below:

Recording Date: December 22, 2004
Recording No.: Reception No. 20041222001302870

Affects Parcels One and Two

Restrictions as evidenced in the instrument recorded February 10, 2005 at
Reception No. 20050210000140700.

Affects Parcels One and Two

Subject to Notes numbered 3, 6, 7, 8, 9, 11, 12, 14 and 15, and the easements for utilities, sanitary sewer, HOA, water lines, all as shown on the plat for Second Creek Farm Filing No. 1 recorded September 30, 2005 at Reception No. 20050930001070140. Affects
Parcel One

Terms, conditions, provisions, agreements and obligations contained in the Developer's Agreement Second Creek Farms Filing #1 as set forth below:

Recording Date: December 5, 2005
Recording No.: Reception No. 20051205001328670 and re-recorded February 21, 2006 at

Reception No.
20060221000169710

Affects Parcel One

Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below:

Recording Date: December 9, 2005
Recording No.: Reception No. 20051209001354260
Affects Parcels One and Two

Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Second Creek Farm Metropolitan District No. 2, as evidenced by instrument(s) recorded March 27, 2006 at Reception No. 20060327000304550

Affects Parcel One

Note: Special District Public Disclosure Document recorded December 23, 2014 at Reception No. 2014000089980.

Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Second Creek Farm Metropolitan District No. 1, as evidenced by instrument(s) recorded March 27, 2006 at Reception No. 20060327000304560

Affects Tracts D, E and G, of Parcel One.

Note: Special District Public Disclosure Document recorded December 23, 2014 at Reception No. 2014000089980.

Terms, conditions, provisions, agreements and obligations contained in the Developer's Agreement as set forth below:

Recording Date: April 28, 2006
Recording No.: Reception No. 20060428000434690
Affects Parcel Two

Subject to notes numbered 3, 6, 7, 8, 9, 11, and 14, and the easements for utilities, drainage, HOA, and gas lines, all as shown on the plat for Second Creek Farm Filing No. 2 recorded April 28, 2006 at Reception No. 20060428000434700
Affects Parcel Two

Excepting the mineral rights contained in the Mineral Deed, Conveyance, Assignment, and Bill of Sale to iMinerals, LLC, recorded December 3, 2014 at Reception No. 2014000084716.

Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 000.SCCCC0.04
Dated: November 23, 2015
Prepared by: Manhard consulting
Matters shown: A. The existence of a dirt road that runs Southerly from East 96th Avenue through Tract E as shown on Sheet 52, to the well sites shown on Sheet 49.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: the City of Commerce City
Purpose: utilities
Recording Date: July 7, 2016
Recording No: Reception No. 2016000054105

Affects various Tracts in both Parcels One and Two

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a Document:

Granted to: the City of Commerce City
Purpose: slope and drainage
Recording Date: July 18, 2016
Recording No: Reception No. 2016000057045

Affects various Tracts in Parcel Two.