

FIRST  
COLORADO  
TITLE CORPORATION

2299 Pearl Street / Boulder, Colorado 80302-4671  
(303) 449-8442 / FAX: (303) 449-3273

RECEIVED

SEP 29 2000

*Valent*

September 21, 2000

City of Boulder  
P. O. Box 791  
Boulder, CO 80306  
Attn: Wally Cameron

RE: CASE NO. 71718

Enclosed herewith is your Owner's Policy of Title Insurance. It is your guarantee of ownership and contains valuable information concerning the property insured. THIS DOCUMENT IS VALUABLE - KEEP IT IN A SAFE PLACE.

First Colorado Title Corporation has compiled and retained a permanent complete file on the property search and examination leading to the issuance of this policy and we will gladly answer any questions that you have concerning it. Any future policies of title insurance which you may require on this property can be promptly issued by reference to the Case No. shown hereon and, in all cases, THERE WILL BE A SUBSTANTIAL SAVINGS ON THE PREMIUM.

We are pleased to have had the opportunity to serve you and we look forward to serving any title insurance needs you may have in the future.

Sincerely yours,

*Patricia A. Melvin*

Patricia A. Melvin  
President



# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

## SCHEDULE A

## OWNER'S POLICY

CASE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	ENDORSEMENTS	POLICY NUMBER
71718	September 7, 2000 at 8:00 am	\$2,575,000.00		A75-0193345

1 Name of Insured:

CITY OF BOULDER,  
a Colorado home rule city

Premium: \$2,674.50

2. The estate or interest in the land which is encumbered by this policy is:

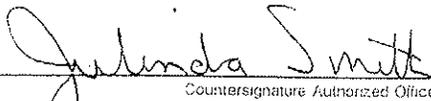
FEE SIMPLE

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

CITY OF BOULDER,  
a Colorado home rule city

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

SEE ATTACHED EXHIBIT "A"

  
\_\_\_\_\_  
Countersignature Authorized Officer or Agent

Issued at Boulder, Colorado

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

Part of Sections 22 and 23, Township 1 North, Range 70 West of the 6th P.M., described as follows:

Beginning at the Southeast corner of said Section 22; thence Northerly along the East line of said Section 22, a distance of 214.50 feet; thence Westerly and parallel with the South line of said Section 22, a distance of 625.00 feet; thence Southerly and parallel with the East line of said Section 22, a distance of 214.50 feet to the South line of said Section 22; thence Westerly along the South line of said Section 22, a distance of 654.00 feet; thence North, 26.00 feet; thence West, 304.00 feet; thence North 720.00 feet; thence East, 304.00 feet; thence South, 215.00 feet; thence North 78°30' East, 299.88 feet; thence North 00°16'30" West, 385.00 feet to the South bank of the Housel Mill Ditch; thence Northeasterly along the South bank of said Housel Mill Ditch to the East line of said Section 22; thence Southerly along said East line to the centerline of County Road No. 1 as shown on the recorded Plat of said County Road No. 1 which is recorded in Public Roads Book C at Page 87; thence Northeasterly along the centerline of said County Road No. 1 to the East line of the SW1/4SW1/4 of said Section 23; thence Northerly along said East line to the Northwest corner of the SE1/4SW1/4 of said Section 23; thence Easterly along the North line of said SE1/4SW1/4 to the centerline of said County Road No. 1; thence Northeasterly along the centerline of said County Road No. 1 to the East line of the NE1/4SW1/4 of said Section 23; thence South along the East line of the SW1/4 of said Section 23, a distance of 1,638.90 feet to the South Quarter corner of said Section 23; thence Westerly along the South line of said Section 23, a distance of 2,626.12 feet to the POINT OF BEGINNING;

EXCEPT a parcel in the SE1/4SE1/4 of said Section 22, described as follows:

Commencing at the Northwest corner of said Southeast 1/4 of the Southeast 1/4; thence South, 21 rods; thence East, 20 rods to the TRUE POINT OF BEGINNING; thence South, 8 rods; thence East, 20 rods; thence North, 8 rods; thence West, 20 rods to the TRUE POINT OF BEGINNING.

PARCEL B:

Part of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 70 West of the 6th P.M., described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of said Section 22; thence North along the East line of said Southwest 1/4, a distance of 355.26 feet; thence South 36°39' West, 433.80 feet; thence on a 20° curve to the right to the South line of said Southwest 1/4; thence East along said South line to the POINT OF BEGINNING.

Continued...

EXHIBIT "A"

LEGAL DESCRIPTION

CONTINUED, PAGE 2

PARCEL C:

Part of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 70 West of the 6th P.M., described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of said Section 22; thence North along the east line of said Southwest 1/4, a distance of 355.26 feet; thence South 47° West to the South line of said Southwest 1/4; thence East along said South line to the POINT OF BEGINNING;

EXCEPT that parcel described herein as Parcel B;

AND EXCEPT from the above tracts any portion thereof conveyed by Lucile C. Cannon to Design Products, Inc., in Deed recorded December 20, 1965 on Film 534 as Reception no. 802406.

AND EXCEPT portions deeded to Boulder County by deeds recorded May 23, 1984 on Film 1303 as Reception Nos. 622620 and 622628;

AND EXCEPT any portions thereof conveyed to The Colorado Brick Company, Inc., by deed recorded September 14, 1987 on Film 1495 as Reception No. 876679.

All being in the County of Boulder, State of Colorado.

<small>POLICY NUMBER</small> 71718
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### SCHEDULE B

<small>POLICY NUMBER</small> A75-0193345
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#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the 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. Unpatented mining claims; reservations or exceptions in patents or in Act authorizing the issuance thereof; water rights, claims or title to water.
6. Taxes for the year 2000, a lien not yet due and payable, Special Assessments and charges not certified to the county treasurer.
7. Easement and right of way for Butte Mill Ditch, not exceeding one rod in width, as granted by John A. Ellet to The Butte Irrigating and Milling Company in instrument recorded March 19, 1890, in Book 137 at Page 303, in which the specific location of said easement is not defined.
8. Any rights as may exist, by an agreement recorded February 13, 1943 in Book 725 at Page 444, as to the construction and maintenance of a water pipeline. The location of said pipeline and the terms and conditions of said Agreement is more fully set forth therein.
9. Any rights as may exist, by an agreement recorded November 26, 1954 in Book 965 at Page 319, as to the construction and maintenance of a water pipeline. The location of said pipeline and the terms and conditions of said Agreement is more fully set forth therein.
10. An easement for the construction, operation and maintenance of water and electric service as granted to WMI - Boulder, Inc., by document recorded July 10, 1989 on Film 1586 as Reception No. 991812, the location of said easement more fully set forth therein, also being subject to the terms and conditions set forth therein.
11. Any rights as to the Housel Ditch as set forth in Decree recorded in Book 1098 at Page 43.
12. Any rights to Colorado-Wyoming Gas Company for the construction and maintenance of a pipeline under a portion of said property by Agreement dated August 10, 1961, all of which is set forth in Deed recorded December 29, 1976 on Film 949 as Reception No. 205012.
13. A perpetual easement granted to the County of Boulder by document recorded on Film 1303 as Reception No. 622618, the location of said easement is more fully set forth therein.
14. A perpetual easement for slope granted to the County of Boulder by document recorded May 23, 1984 on Film 1303 as Reception No. 622622. The location of said easement is more fully set forth therein.
15. Easement and right of way for the installation, construction, repair, maintenance and reconstruction of sewer utility line as granted by Lucile C. Cannon to the City of Boulder in instrument recorded October 13, 1966, on Film 584 as Reception No. 829586, said easement being 25 feet in width, 12.50 feet on each side of the centerline more fully set forth therein. (Affects Parcel C)
16. Easements, Terms, Conditions, and Obligations set forth in Agreement recorded July 28, 1989 on Film 1588 as Reception No. 994980.

Continued...

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

Policy No. A75-0193345

## SCHEDULE B continued.

17. Terms, conditions and obligations set forth in Lease by and between Tusco, Incorporated, a Nevada Corporation, Lessor, and Hendricks-Good Milling Co., a Colorado Corporation, Lessee, recorded September 26, 1980 on Film 1135 as Reception No. 414522, and Simplified Mill Lease With Right of First Refusal recorded August 5, 1988 on Film 1540 as Reception No. 934191.
18. Any rights as may exist as to the Butte Mill Ditch as shown on the Boulder County Assessors Map, and as referenced in various documents of record.
19. An Oil and Gas Lease, and any and all assignments thereof, dated June 17, 1980, executed by Tusco, Incorporated, a Nevada Corporation, as Lessor, and Martin Exploration Management Corp., as Lessee, for a term of 3 years, recorded June 18, 1980 on Film 1121 as Reception No. 399683.
20. Easement and right of way for county Road No. 52 (Valmont Drive and Valmont Road).
21. Easements, terms, conditions, covenants and obligations set forth in Access Agreement recorded February 12, 1997 on Film 2185 as Reception No. 1676893.
22. An easement over said land as set forth in document recorded July 28, 1999 as Reception No. 1965209 and being subject to terms and conditions set forth therein.
23. Terms, conditions, covenants and obligations set forth in Agreement recorded October 21, 1999 as Reception No. 1992513.
24. Any loss, discrepancies or conflicts as to boundaries due to location of fences as disclosed on Revised Land Survey Plat by Foresight West Surveying, Inc.
25. Such rights of others as may exist in utility poles as disclosed by Revised Land Survey Plat by Foresight West Surveying, Inc.

Form 110.1  
\$35.00

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

## ENDORSEMENT

CODE NAME

NUMBER

400

71718

Attached to and made a part of Lawyers Title Insurance Corporation

No. A75-0193345

Said Policy is hereby amended by deleting Paragraphs 1 thru 4 Schedule B-Part I.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulation therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

The total liability of the Company under said policy, binder or commitment and under this and any prior endorsements thereto shall not exceed, in the aggregate, the amount of liability stated on the face of said policy, binder or commitment, as the same may be specifically amended in dollar amount by this or any prior endorsements, and the costs which the Company is obligated to pay under the Conditions and Stipulations of the policy.

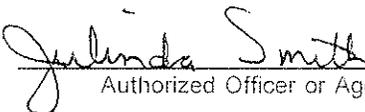
This endorsement is made a part of said policy, binder or commitment and is subject to all the terms and provisions thereof, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy, binder or commitment unless otherwise expressly stated.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed as of the 7th day of September, 2000, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

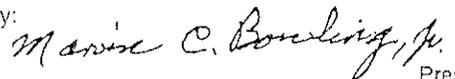
Issued at Boulder, Colorado

COUNTERSIGNED:

  
Julinda Smith  
Authorized Officer or Agent

Lawyers Title Insurance Corporation

By:

  
Marvin C. Bowling, Jr.

President

Attest:



Secretary.