



Infrastructure Maintenance Center
12450 Washington St.
Thornton, CO 80241
www.ThorntonCO.gov

Infrastructure Department
Engineering Division
PH 720-977-6208

August 5, 2020

Mr. Greg Barnes
Planner/Permit Reviewer
Adams County Community & Economic Development Department
4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204

RE: Riverdale Park Lift Station Replacement Project
Adams County – Conditional Use Permit

Dear Mr. Barnes:

Per Adams County requirements, the City of Thornton is submitting a Conditional Use Permit for the Riverdale Park Lift Station Replacement Project. This project will require removal of excavated dirt from the site (Tract R) prompting a Conditional Use Permit.

We have enclosed the Development Application Form, a Technical Memorandum containing a written explanation of the project, and drawings of the proposed improvements within the site (Tract R). The City does not own the property, but rather has an exclusive water and sewer easement in Tract R (refer to Attachment A of the Technical Memorandum). We have also included the title commitment for the site. This project is not a development, so no proof of water, sewer, and other utilities are included. Per the Conceptual Design Review Meeting, we understand that no traffic impact study is required for the project; however, there were concerns regarding the routing of the construction traffic. Sheet G-004 shows the proposed traffic flow in and out of the site. Access to the Tract R will be via 96th Avenue.

Please let me know if there is any additional information that you need. I can be reached at 720-977-6208.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kristin Schwartz', written in a cursive style.

Kristin Schwartz, P.E.
Civil Engineer

cc:



CONDITIONAL USE PERMIT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pgs. 3-4) included in this packet for more information on each submittal item.

All submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

- ☒ 1. Development Application Form (pg. 5)
- ☒ 2. Application Fees (see pg. 2)
- ☒ 3. Written Explanation of the Project
- ☒ 4. Site Plan Showing Proposed Development
- ☐ 5. Proof of Ownership (warranty deed or title policy)
- ☐ 6. Proof of Water and Sewer Services
- ☐ 7. Proof of Utilities (e.g. electric, gas)
- ☐ 8. Legal Description
- ☐ 9. Certificate of Taxes Paid
- ☐ 10. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 7)
- ☐ 11. Certificate of Surface Development (pg. 8-10)

Supplemental Items (if applicable) *Contact County staff for supplemental forms

- ☐ 1. Traffic Impact Study
- ☐ 2. Neighborhood Meeting Summary
- ☐ 3. Solid waste transfer station*
- ☐ 4. Solid waste composting facility*
- ☐ 5. Scrap tire recycling facility*
- ☐ 6. Inert fill*



DEVELOPMENT APPLICATION FORM

Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input checked="" type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME: Riverdale Park Lift Station Replacement

APPLICANT

Name(s): Kristin Schwartz Phone #: 720-977-6208
Address: 12450 Washington Street
City, State, Zip: Thornton, CO 80241
2nd Phone #: 720-219-3733 Email: Kristin.Schwartz@cityofthornton.net

OWNER

Name(s): Same as applicant Phone #:
Address:
City, State, Zip:
2nd Phone #: Email:

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Ryan Duve Phone #: 970-223-4705
Address: 4025 Automation Way, Bldg. E
City, State, Zip: Fort Collins, CO 80525
2nd Phone #: 970-223-4705 Email: rduve@wenck.com

DESCRIPTION OF SITE

Address:	9401 Riverdale Ln
City, State, Zip:	Thornton, WY 80229
Area (acres or square feet):	Less than 0.1 acres
Tax Assessor Parcel Number	0172118407041
Existing Zoning:	PUD
Existing Land Use:	Municipal Sanitary Sewer Lift Station
Proposed Land Use:	Same as existing

Have you attended a Conceptual Review? YES ☒ NO ☐

If Yes, please list PRE#: 2020-00019

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name: Kristin Schwartz Date: 8/5/2020

Owner's Printed Name

Name: 

Owner's Signature

Technical Memo

To: City of Thornton

From: Ryan Duve, P.E.

Date: April 8, 2020

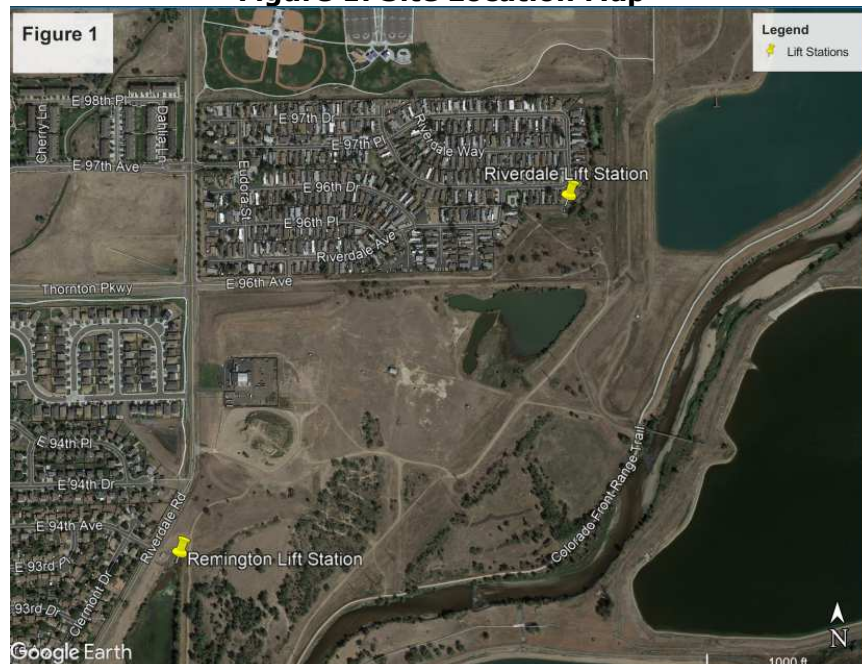
Subject: Project Description for Adams County Conceptual Review Application
Remington to Riverdale Lift Station Gravity Main and Riverdale Park Lift Station
Replacement, Project No. 19-233 and 19-234

Background and Purpose

The City of Thornton (City) would like to decommission and demolish the Remington Lift Station. Flows from the Remington Lift Station sewer shed will be redirected to a new Riverdale Park Lift Station by a new 8-inch gravity sewer. The new Riverdale Park Lift Station will include new construction, reuse the existing Riverdale Park Lift Station's 8-inch force main, and be up-sized for full buildout flows within its service area.

The Remington Lift Station is located east of the intersection of 94th Avenue and Riverdale Park Road. The Riverdale Park Lift Station is located east of Riverdale Road on 96th Avenue. Both lift stations discharge to the South Thornton Interceptor where the wastewater flows to the Northern Treatment Plant located at 51 Baseline Road, Brighton, Colorado. The Northern Treatment Plant is owned and operated by the Metro Wastewater Reclamation District (Metro District). The locations of the lift stations are shown in **Figure 1**.

Figure 1: Site Location Map



Both lift stations have been in service for 30 years or more and have reached their useful life.

Existing Remington Lift Station

The existing Remington Lift Station (**Figure 2**) was constructed in 1979 to serve the new Remington subdivision as part of Filing No. 1. The lift station was retrofitted from a self-priming suction lift pump station to a submersible pump wet well configuration in 1991. There are two submersible 10 horsepower (hp) constant speed pumps in a 6-inch diameter by 18.5-foot deep wet well. The pumps operate by wet well levels and have a capacity of 0.49 million gallons per day (MGD) each (340 gallons per minute, gpm). An 8-inch force main conveys pump station discharge to the South Thornton interceptor located near the intersection of 94th Avenue and Colorado Boulevard. The Remington Lift Station is located within an easement granted by Adams County, within the Adams County Parks & Open Space property (Pelican Ponds Open Space).

Figure 2: Existing Remington Lift Station



Existing Riverdale Park Lift Station

The existing Riverdale Park Lift Station (**Figure 3**) was constructed in 1986 to serve the Riverdale Park Subdivision under Adams County Planned Unit Development (PUD) 81-84. Tract R of the PUD was dedicated to the City to provide an exclusive water and sewer easement where the existing lift station is located (**Attachment A**). The lift station has a Smith & Loveless wet well/dry well configuration. The dry well is a steel structure that houses pumps and electrical equipment requiring the City to enter the dry well on a routine basis. The steel structure is corroding, and the City has seen an increase in ground water infiltration and is concerned with the combination of water and electrical equipment inside the dry well. The City is also concerned about having to enter the dry well which is awkward and unsafe.

The lift station has two 20 hp constant speed pumps that operate by wet well levels and have a capacity of 0.44 MGD each (307 gpm). An 8-inch force main conveys pump station discharge to the South Thornton Interceptor near the intersection of 96th Avenue and Cherry Street. The wet well consists of a 10-foot x 11-foot x 11-foot 6-inch deep wet well with a 12-inch thick wall that divides the wet well in north/south halves. Only the south half of the wet well is used. An 8-foot diameter x 8-foot 4-inch deep manhole is stacked on top of the wet well to provide access to the wet well.

Figure 3: Existing Riverdale Park Lift Station



Riverdale Park Lift Station Replacement Design

The replacement lift station will be sized for both the Remington and Riverdale Park lift station service areas. The current Remington Lift Station service area is fully developed while the current Riverdale Park Lift Station service area is approximately 76% developed. The proposed lift station will be a submersible pump wet well configuration with an 8-foot by 12-foot modular enclosure to house the valves, flow meter and pump controls. The existing Riverdale Park Lift Station's emergency generator and automatic transfer switch will be repurposed for the replacement lift station. The existing wet well will be repurposed for emergency on-site storage.

Remington Lift Station Relief Sewer

A new 8-inch gravity sewer will redirect flows from the Remington Lift Station to the proposed Riverdale Park Lift Station replacement. This will relieve the Remington Lift Station so that it can be decommissioned and demolished. The 8-inch line was sized based on Colorado Department of Public Health and Environment (CDPHE) and City of Thornton Design Criteria.

Service Area

The service area for the new lift station encompasses both the Riverdale Park and Remington Lift Station service areas. The service area is approximately 442 acres and consists of residential and open space uses. Developable property within the service area is designated residential use per the City of Thornton's 2020 Future Land Use Map. Service area maps (**Figures B1** and **B2**) for both lift stations are included as **Attachment B**. The service area maps show the locations of both developable and non-developable property.

Sizing and Staging

The replacement lift station is sized for full buildout/development of its service area. The calculated design flow is 675 gpm. The City has requested a pump station with three pumps in which each pump has the capacity to operate at the design flow of 675 gpm. The proposed lift station will utilize the existing Riverdale Park Lift Station 8-inch force main.

The replacement lift station will use submersible pumps with the pumps and motors located inside the 10-foot wide by 12-foot long by 24-foot 6-inch deep wet well. An 8-foot by 12-foot by 8-foot tall preassembled modular enclosure will sit on top of the wet well and will be equipped with lighting, and heating and ventilation systems. The enclosure will be made of double laminate reinforced fiberglass with 2.5-inch urethan foam polyurethane insulating core sandwiched in-between them.

There is limited space for the new Riverdale Lift Station due to the design decision to locate the structure outside the regulatory floodplain (100-year) that is east and south of the site, and the residential subdivision to the north. Sheet C-207 shows a plan view of the alignment with the regulatory floodplain. There is also a low vegetated swale directly south of the existing lift station. Therefore, the proposed lift station will be placed to the west of the existing lift station as shown on Sheet C-105. Sheets C-105 and C-207 are include as **Attachment C**.

Lift Station Features

Wet Well Level

The lift station will be equipped with redundant controls. A bubbler system will provide the main controls for pump operation. Backup float switches will provide backup controls.

Power

XCEL Energy will provide utility power. An on-site diesel-powered emergency generator with an automatic transfer switch will provide backup power.

Bypass

The lift station will be equipped with a bypass system. If the pumps are down for an extended period of time, the City will have the ability to connect a temporary submersible pump or trailer mounted pump to the bypass system for temporary bypass pumping.

Emergency Storage

CDPHE requires a minimum of 1 hour of storage at the design flow. Based on the design flow of 675 gpm, the required storage is 40,500 gallons. There is approximately 69,522 gallons of available storage within the collection system and onsite storage which provides 1.7 hours.

Security

The lift station will be secured by an 8-foot tall chain link fence with three strands of barbed wire. The chain link fence will have privacy slats to reduce the visibility of the equipment inside the fence.

Site Access

The City will use its current access road, Riverdale Lane. The existing XCEL transformer will be relocated to the west side of replacement lift station fence providing the City better access for their maintenance vehicles and equipment.

Attachment A

File-16-MAP 419

RIVERDALE PARK SUBDIVISION

A PART OF THE S1/2 SE1/4 SECTION 18, T2S, R67W OF
THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 10

COUNTY CASE# 81-84 PUD

CERTIFICATION OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT NORTH COUNTY, A COLORADO LIMITED PARTNERSHIP, BEING THE OWNERS OF THAT PART OF THE S 1/2 SE 1/4 OF SECTION 18, T2S, R67W, OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE S 1/2 SE 1/4 OF SAID SECTION 18, SAID CORNER BEING A FOUND 1/2" BOLT WHICH MATCHES STATE MONUMENT RECORDS; THENCE N88°20'45"E, ON AN ASSUMED BEARING, ALONG THE SOUTH LINE OF SAID S 1/2 SE 1/4, A DISTANCE OF 30.00' TO A POINT ON THE EAST R.O.W. LINE OF RIVERDALE ROAD, AS DESCRIBED IN ADAMS COUNTY ROAD PETITION NO. 68, ESTABLISHED MARCH 2, 1986, PAGE 347, BOOK 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE N88°20'45"E CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 2615.02' TO THE SE CORNER OF SAID S 1/2 SE 1/4 SAID CORNER BEING NO. 4 REBAR; THENCE N00°43'02"W ALONG THE EAST LINE OF SAID S 1/2 SE 1/4, A DISTANCE OF 1153.44' TO A POINT; THENCE S88°20'45"W ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID S 1/2 SE 1/4, A DISTANCE OF 2612.81' TO A POINT ON SAID EAST R.O.W. LINE OF RIVERDALE ROAD; THENCE S00°36'27"E ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 1153.48' TO THE TRUE POINT OF BEGINNING, CONTAINING 89.20 ACRES MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF "RIVERDALE PARK SUBDIVISION" AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR PUBLIC USE FOR 96TH AVENUE AND RIVERDALE ROAD, FOREVER, AND ALSO RESERVE THOSE PORTIONS OF REAL ESTATE WHICH ARE LABELLED AS PRIVATE STREETS (TRACT AA) ON THIS PLAT FOR ACCESS TO LOTS WITHIN THIS SUBDIVISION FOR THE OWNERS, RESIDENTS AND GUESTS OF THE RESIDENTS OR OWNERS OF THIS SUBDIVISION AND TO EMPLOYEES OF PUBLIC AGENCIES AND UTILITY COMPANIES, AND FOR THE EXCLUSIVE INSTALLATION, MAINTENANCE, AND REPAIR OF WATER AND SEWER LINES TO THE CITY OF THORNTON TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES, SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND REASONABLE MANNER; PRIVATE ROAD IMPROVEMENTS AND DRAINAGE FACILITIES ARE ALSO PERMITTED AND OTHER UTILITIES MAY CROSS AT ESSENTIALLY RIGHT ANGLES. ALL NON-TRIBUTARY GROUND WATER IS HEREBY DEDICATED TO THE CITY OF THORNTON, EXECUTED THIS 7th DAY OF April, 1986.

RUSS BROWN, GENERAL PARTNER
NORTH COUNTY, A COLORADO LIMITED PARTNERSHIP

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF ADAMS)

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF March, 1986, BY RUSS BROWN, GENERAL PARTNER OF NORTH COUNTY, A COLORADO LIMITED PARTNERSHIP.

MY COMMISSION EXPIRES: 11/13/89

MY ADDRESS IS: 7836 Mesquite "A"
Commerce City, CO 80022

NOTICE

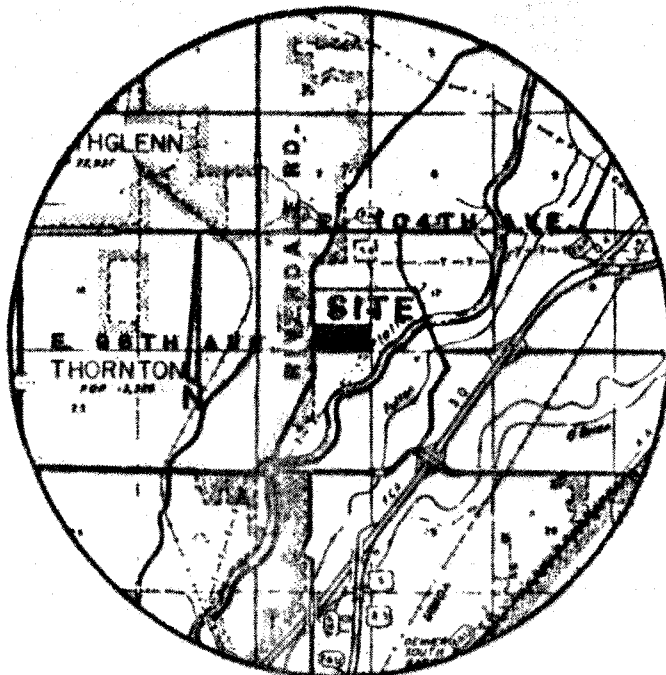
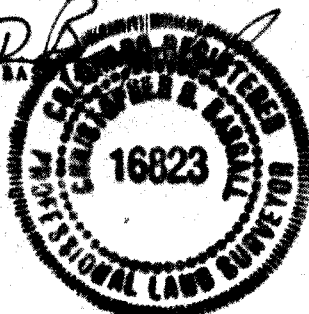
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN SIX YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

LAND SURVEYOR'S CERTIFICATE

I, CHRISTOPHER D. BASGALL, A REGISTERED SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREON BEFORE DESCRIBED PROPERTY, EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE MADE THE SURVEY BY THIS PLAT, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

March 21, 1986
DATE OF CERTIFICATION

BY: Christopher D. Basgall
CHRISTOPHER D. BASGALL
L.S. #16823



SCALE 1" = 1.5 MILE

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY QUEST CONSULTING, AND QUEST CONSULTING ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RECORDED INSTRUMENTS REGARDING EASEMENTS, RIGHTS OF WAY, OWNERSHIP, ENCUMBRANCES, OR ANY OTHER DOCUMENT AFFECTING TITLE OR INTERESTS IN THE PROPERTY WHICH MAY BE OF RECORD. QUEST CONSULTING RELIED UPON TITLE COMMITMENT NO. C 6252 PREPARED BY SECURITY TITLE GUARANTEE COMPANY, DATED SEPTEMBER 25, 1985, TIME 8:00 A.M.

SURVEY NOTES

BEARING ASSUMED ALONG SOUTH LINE OF THE S 1/2 SE 1/4 SEC. 18 (N88°20'45"E)

0 - SET NO. 4 REBAR W/CAP PLS NO. 16823

LOT SALES RESTRICTION

NO INDIVIDUAL LOT WITHIN THIS SUBDIVISION MAY BE CONVEYED OFF SEPARATELY, EXCEPT BY SUBSEQUENT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS CERTIFYING AS TO THE ADEQUACY OF A HOMEOWNERS ASSOCIATION FOR MAINTENANCE OF ALL COMMON FACILITIES, AND APPROVAL OF THE CITY OF THORNTON'S UTILITY DEPARTMENT BY AMENDMENT OF THEIR SERVICE CONTRACT FOR THIS SUBDIVISION.

EASEMENTS

1. ON-LOT SERVICE - A RIGHT-OF-WAY EASEMENT IS RESERVED AT LOCATIONS TO BE DETERMINED AND DESIGNATED BY THE PROVIDING ENTITY FOR THE CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTENANCE OF TELEPHONE, CABLE T.V., LIGHT AND POWER AND GAS LINES, AND WATER AND SEWER LINES ALONG WITH THE RIGHT OF INGRESS AND EGRESS IN CONNECTION THEREWITH, OVER, ACROSS, AND UNDER THE LOTS ON SAID PLAT TO FURNISH SERVICE FOR THAT LOT.

2. WATER/SEWER FACILITIES - IN ADDITION TO THE PRIVATE STREETS (TRACT AA), A THREE FOOT (3') WIDE EXCLUSIVE WATER AND SEWER EASEMENT IS HEREBY DEDICATED TO THE CITY OF THORNTON IMMEDIATELY ADJACENT TO ALL PRIVATE STREETS (TRACT AA). ADDITIONAL EXCLUSIVE WATER AND SEWER EASEMENTS ARE DEDICATED ACROSS ALL PORTIONS OF TRACT E, THE SOUTH TWENTY FEET (20') OF TRACT Q, AND THE SOUTH TWENTY FEET (20') OF LOTS 35 AND 36, BLOCK 7. SAID EASEMENTS ARE FOR THE INSTALLATION, MAINTENANCE, AND REPAIR OF WATER AND SEWER LINES TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH AND A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES, SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND REASONABLE MANNER. AT THE REQUEST OF THE CITY, THE OWNER MAY ALSO DEDICATE OTHER SPECIFIC EASEMENTS TO SERVE UNITS WITHIN THE DEVELOPMENT. SAID EASEMENTS SHALL BE A MINIMUM OF TWENTY FEET (20') FOR A SINGLE LINE AND UP TO 30 FEET (30') FOR A TWO LINES. SURFACE IMPROVEMENTS, HYDRANTS, DRAINAGE FACILITIES, STREETLIGHTS, AND SURFACE USES IN ACCORDANCE WITH THE PUD FOR THE BENEFIT OF THE OWNERS, RESIDENTS, AND/OR ASSIGNS ARE ALSO PERMITTED WITHIN ALL WATER AND SEWER LINE EASEMENTS, AND OTHER UTILITIES MAY CROSS AT ESSENTIALLY RIGHT ANGLES.

3. SIX FOOT (6') WIDE UTILITY EASEMENTS ARE HEREBY DEDICATED TO MOUNTAIN BELL, PUBLIC SERVICE COMPANY OF COLORADO, AND CABLE T.V. IMMEDIATELY ADJACENT TO THE PERIMETERS OF THE 3' WATER AND SEWER EASEMENT ON ALL LOTS SHOWN ON THIS PLAT FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF THEIR FACILITIES TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH AND A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES, SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND REASONABLE MANNER. SURFACE IMPROVEMENTS, HYDRANTS, DRAINAGE FACILITIES, STREETLIGHTS, AND THEIR USE ARE ALSO PERMITTED IN ACCORDANCE WITH THE PUD FOR THE BENEFIT OF OWNERS, THE RESIDENTS, OR ASSIGNS.

4. FIVE FOOT (5') WIDE UTILITY EASEMENTS ARE HEREBY DEDICATED TO MOUNTAIN BELL, PUBLIC SERVICE COMPANY OF COLORADO, AND CABLE T.V. ALONG THE REAR LOT LINES SHOWN ON THIS PLAT FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF THEIR FACILITIES TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH AND A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES, SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND REASONABLE MANNER. SURFACE IMPROVEMENTS, HYDRANTS, DRAINAGE FACILITIES, STREETLIGHTS, AND THEIR USE ARE ALSO PERMITTED IN ACCORDANCE WITH THE PUD FOR THE BENEFIT OF OWNERS, THE RESIDENTS, OR ASSIGNS.

USAGE AND OWNERSHIP OF TRACTS

ALL TRACTS ARE TO REMAIN IN THE OWNERSHIP OF THE PARK OWNER, UNLESS BY SUBSEQUENT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AND APPROVAL BY THE CITY OF THORNTON'S UTILITY DEPARTMENT, INDIVIDUAL LOT SALES ARE ALLOWED. IN SUCH EVENT, ALL TRACTS WOULD BE CONVEYED TO A TO-BE-CREATED HOMEOWNERS ASSOCIATION FOR COMMON OWNERSHIP AND MAINTENANCE.

THE TRACTS ARE TO BE UTILIZED FOR THE FOLLOWING PURPOSES:

PRIVATE STREETS - TRACT AA
VISITOR PARKING - TRACTS B, C, E, F, G, N, I, J, K, M, O, P, S, U, Z
PARK MAINTENANCE LOT - TRACT L
EAST PARK OPEN SPACE - TRACT R
MAIN CLUBHOUSE/CENTRAL TRAIL - TRACT D
2ND POOL/CABANA - TRACT Q
WALKWAY - TRACT T
SCREENED OUTSIDE STORAGE - TRACT M
MISCELLANEOUS GREENBELT/OPEN SPACE - TRACTS A, V, W, X, Y

UTILITY AGREEMENT STATEMENT

IT IS RECOGNIZED AND ACKNOWLEDGED THAT THE CITY OF THORNTON, COLORADO, IMPOSES VARIOUS WATER AND SEWER CONNECTION CHARGES, WATER SUPPLY CHARGES, AND CONTRIBUTIONS FOR A PRO RATA SHARE OF THE COST OF MAJOR WATER AND SEWER LINES, EACH OF WHICH REQUIREMENTS MAY AFFECT THIS PROPERTY. ANYONE PURCHASING AN INTEREST IN ANY PART OF THIS PROPERTY SHOULD INQUIRE OF THE CITY OF THORNTON, COLORADO, AS TO THE SPECIFIC OBLIGATIONS.

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS 27 DAY OF MARCH, 1986.

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS 27 DAY OF March, A.D., 1986. SUBJECT TO THE TERMS AND CONDITIONS OF THE SUBDIVISION DEVELOPMENT AGREEMENT RECORDED HEREWITH.

CERTIFICATE OF THE CLERK AND RECORDER

THIS PLAT AND DEDICATION WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT 2:00 O'CLOCK P.M. ON THE 15th DAY OF April, 1986.

William Sobel
CLERK AND RECORDER

Ray Sabaguchi
DEPUTY



FILE NO. 16
MAP NO. 419
RECEPTION NO. B672405

ENGINEERING/SURVEYING
85-74
QUEST CONSULTING
8000 W. 80th AVE.
DENVER, COLORADO 80221
488-8488

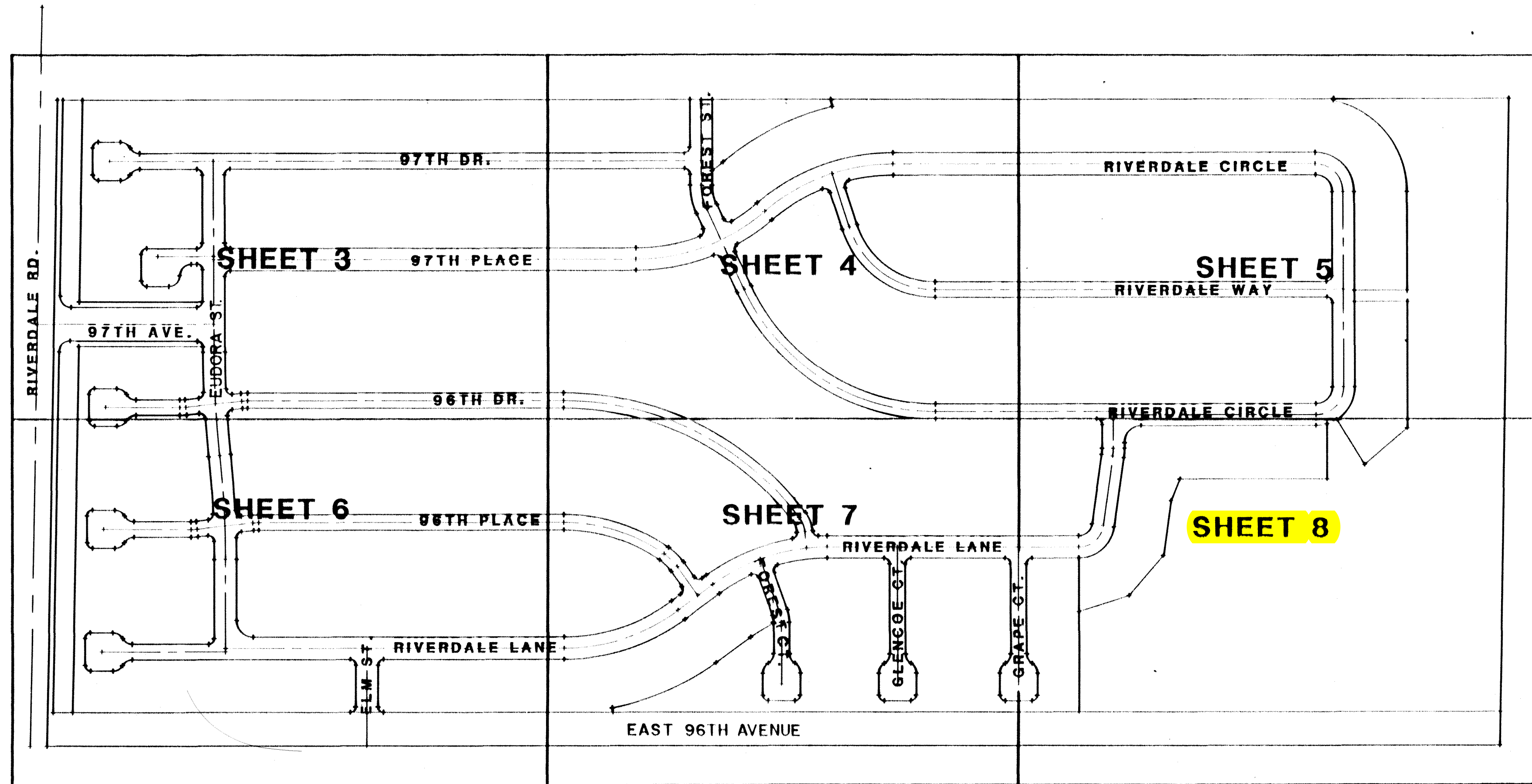
ORIGINAL DATE OF PREPARATION: March 21, 1986
LAST REVISION:

163

RIVERDALE PARK SUBDIVISION

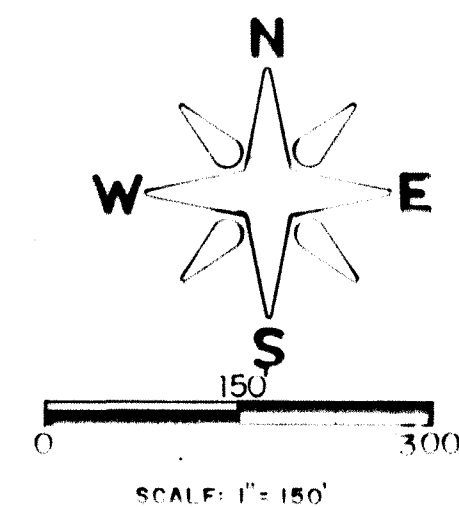
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THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 10



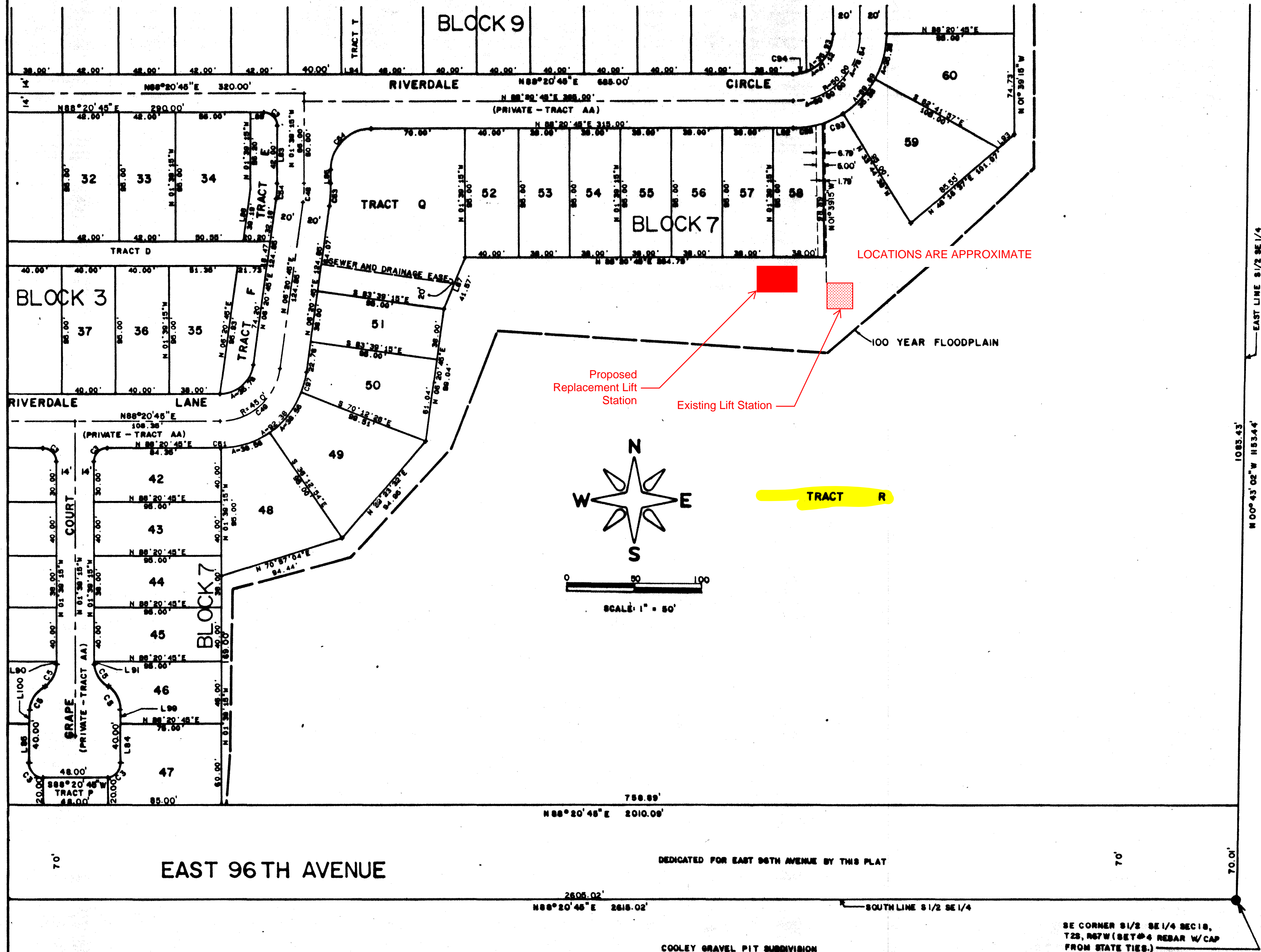
NOTES:

- 1) ALL STREETS WITHIN SUBDIVISION ARE PRIVATE.
- 2) 96TH AVE. AND RIVERDALE ROAD ARE PUBLIC.

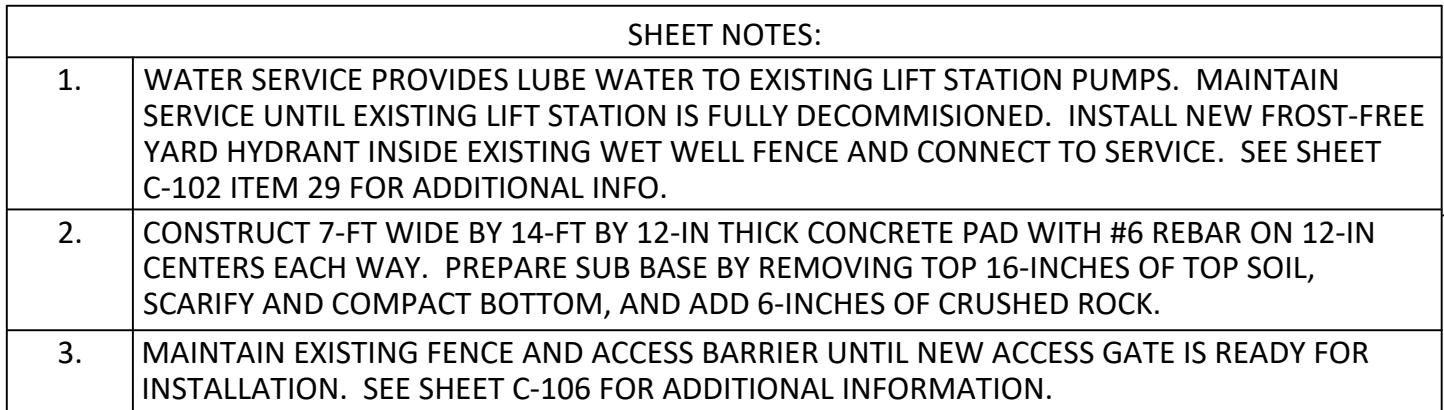


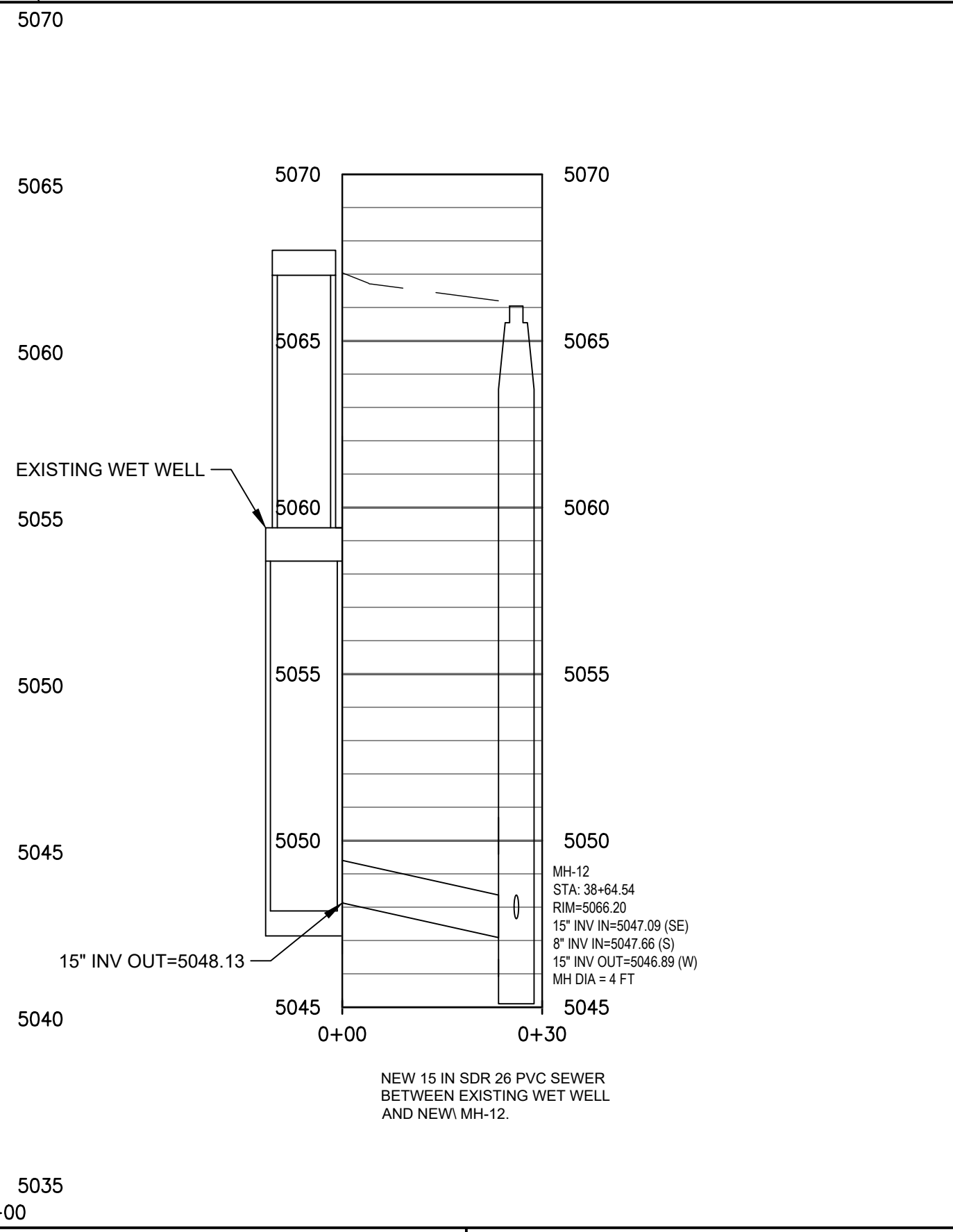
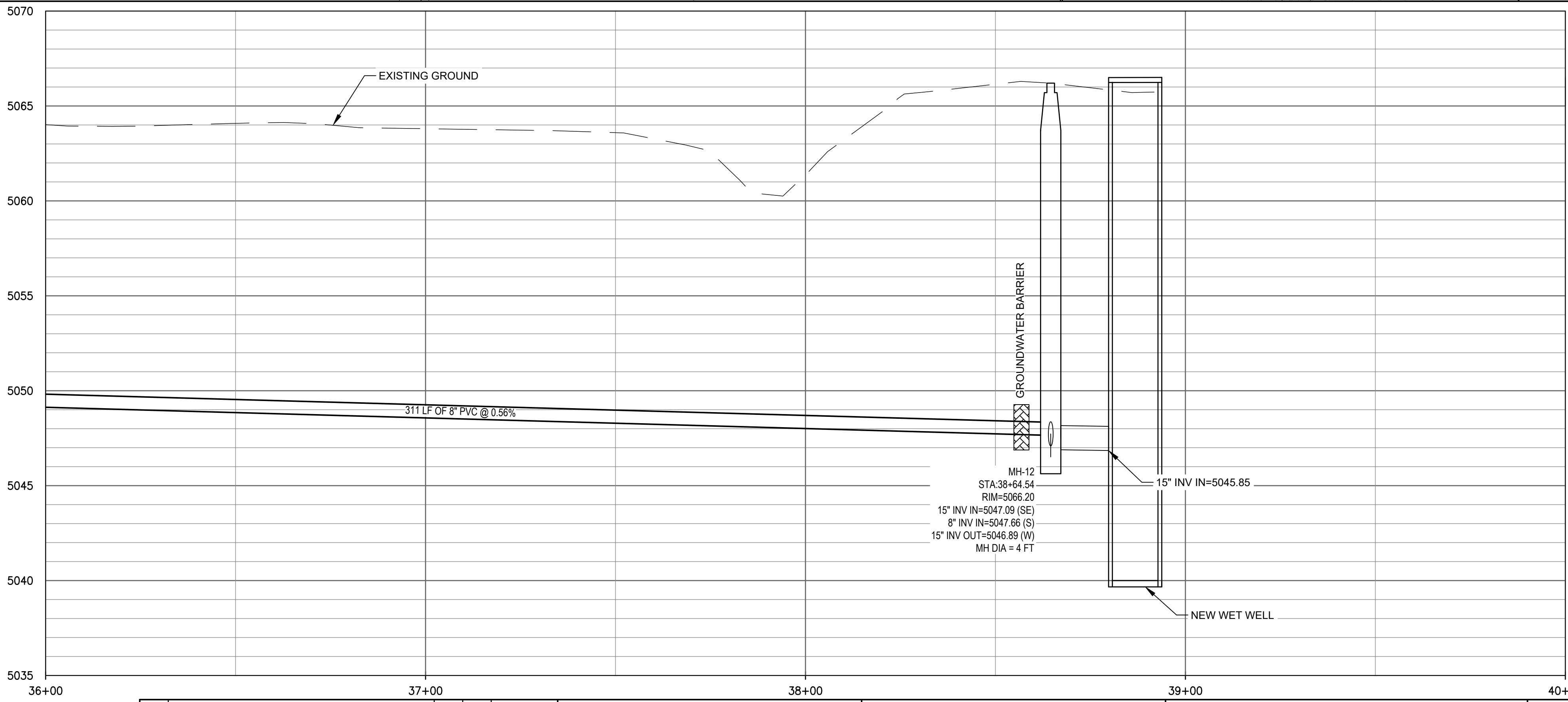
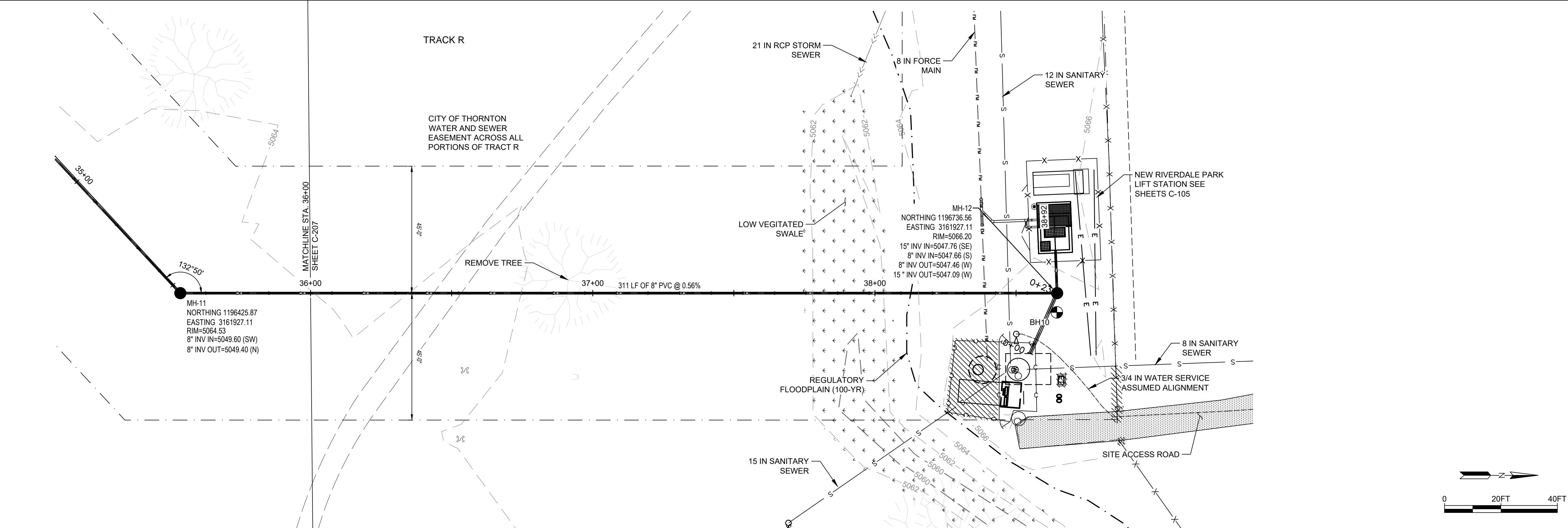
RIVERDALE PARK SUBDIVISION
A PART OF THE S1/2 SE1/4 SECTION 18, T2S R67W OF
THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
SHEET 8 OF 10

SEE SHEET 5 OF 10



Attachment B





SHEET NOTES:	
1.	INSTALL LOCKING LIDS ON ALL NEW MANHOLES PER DETAIL 300-3, SHEET C-503.
2.	INSTALL MANHOLE MARKER POST AT ALL NEW MANHOLES PER DETAIL 300-5, SEE SHEET C-503.

WORK SHALL BE CONSTRUCTED TO CITY OF THORNTON STANDARDS AND SPECIFICATIONS. THIS APPROVAL IS FOR CONFORMANCE TO THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY REQUIREMENTS. THE DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER OR LANDSCAPE PROFESSIONAL.

REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

**PRELIMINARY
NOT FOR CONSTRUCTION**

SUB CONSULTANT

PRIME CONSULTANT

WENCK ASSOCIATES

Responsive partner. Exceptional outcomes.

4025 AUTOMATION WAY BLDG E FORT COLLINS CO 80525 (PHONE): 970-223-4705 (FAX): 970-223-4706

PROJECT TITLE
REMINGTON TO RIVERDALE PARK LIFT STATION GRAVITY MAIN AND RIVERDALE PARK LIFT STATION REPLACEMENT

CLIENT
CITY OF THORNTON

SHEET TITLE
P&P STA 36+00 TO 39+00
8" SANITARY SEWER LINE

DWN BY RDC	CHK'D NRA	APP'D RDD	DWG DATE July 2020
PROJECT NO. COCOT101		SHEET NO. C-207	SCALE AS NOTED

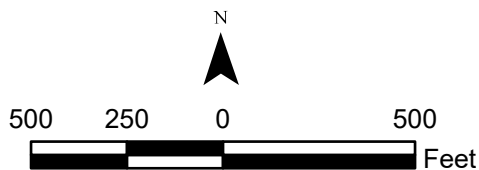
REV NO.

Attachment C



Legend

- LS Sewer Lift Stations
- Sewer Mains
- Remington Service Area
- Non-Developable Property

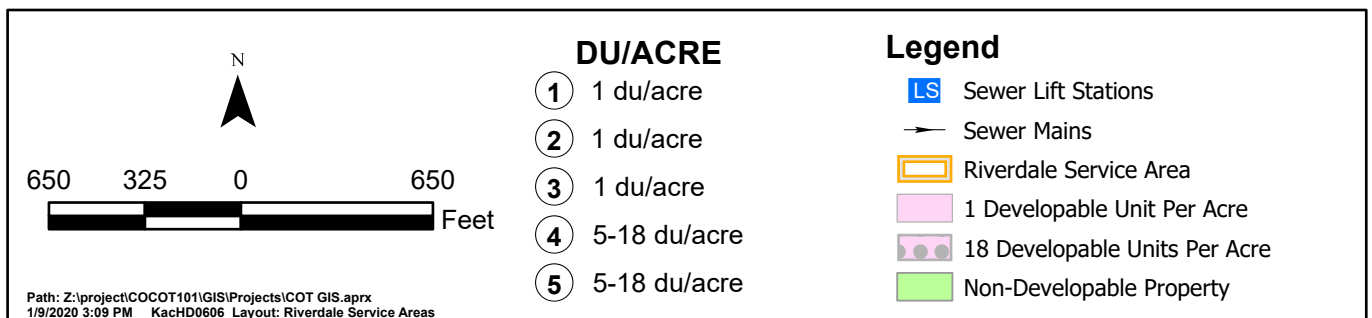
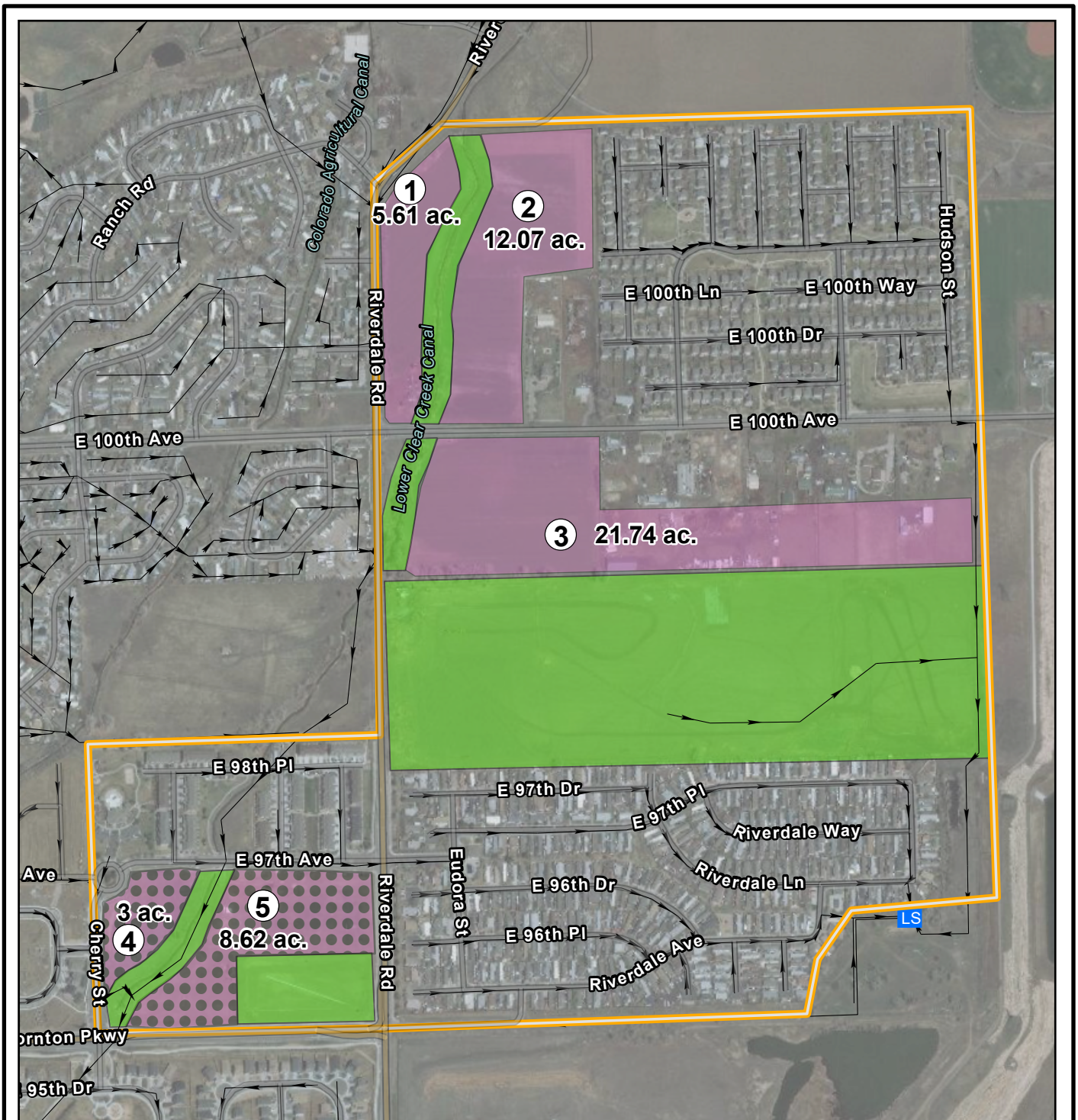


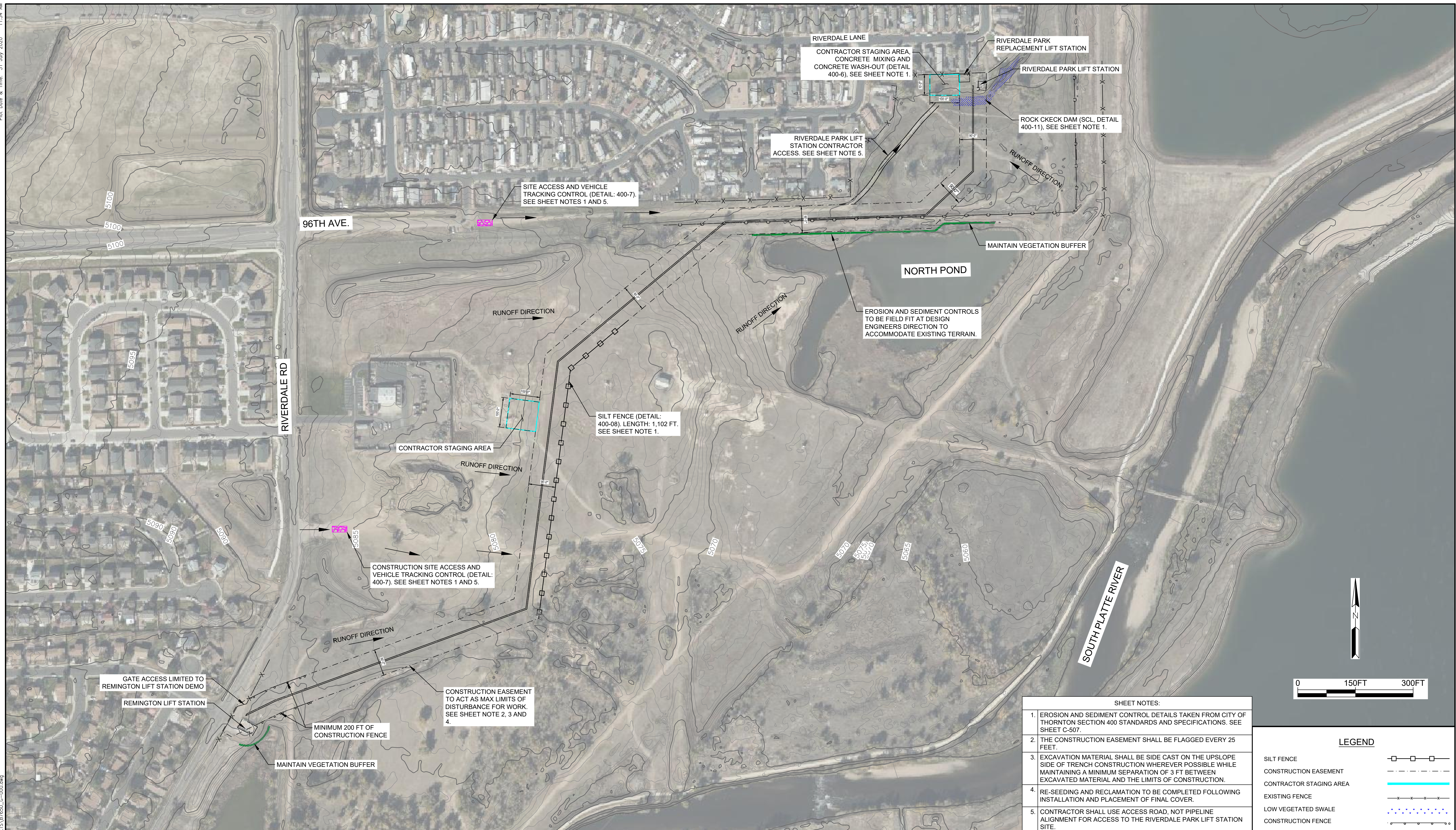
Path: Z:\project\COCOT101\GIS\Projects\COT GIS.aprx
10/14/2019 4:13 PM AbeNR0814 Layout: Remington Service Area

CITY OF THORNTON
Remington Service Area

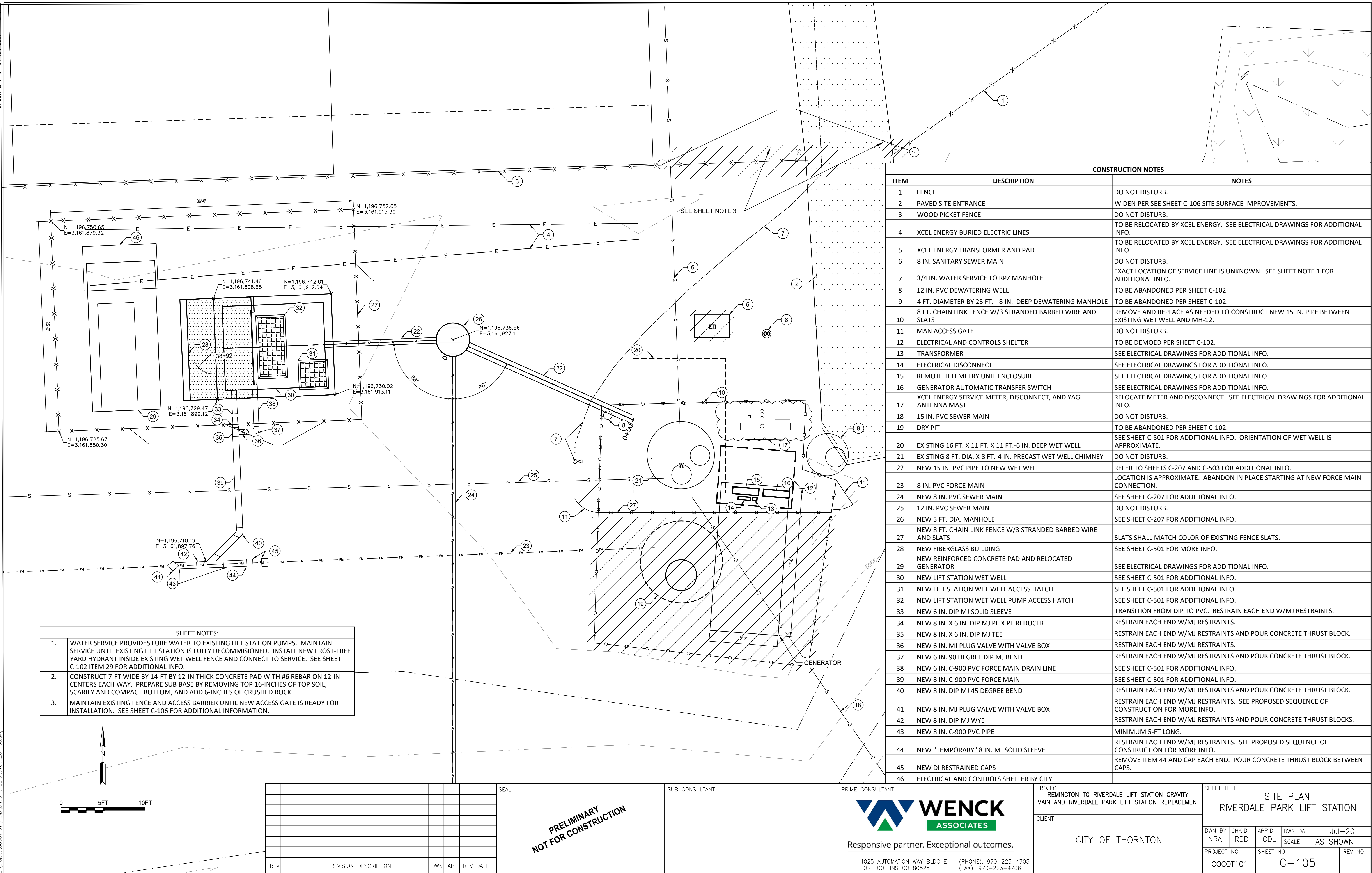


OCT 2019
Figure B1

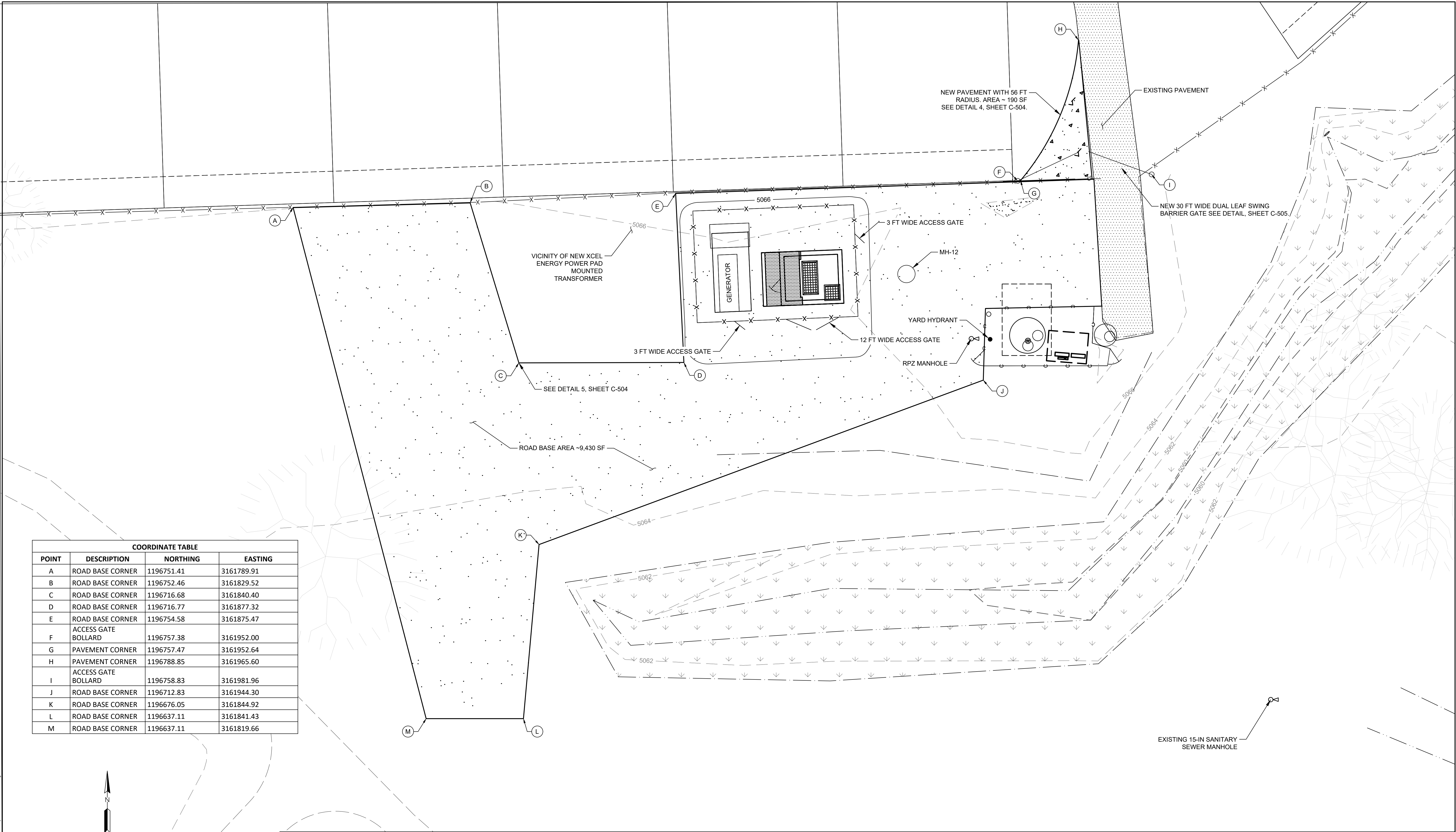




WORK SHALL BE CONSTRUCTED TO CITY OF THORNTON STANDARDS AND SPECIFICATIONS. THIS APPROVAL IS FOR CONFORMANCE TO THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY REQUIREMENTS. THE DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER OR LANDSCAPE PROFESSIONAL.						SEAL
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Z:\project\COCOT101\ACAD\DWG-SHEETS\SP650_C-105.dwg Plot Date & Time: 31 July 2020 12:12 PM



REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

**PRELIMINARY
NOT FOR CONSTRUCTION**

SUB CONSULTANT

PRIME CONSULTANT

WENCK ASSOCIATES

Responsive partner. Exceptional outcomes.

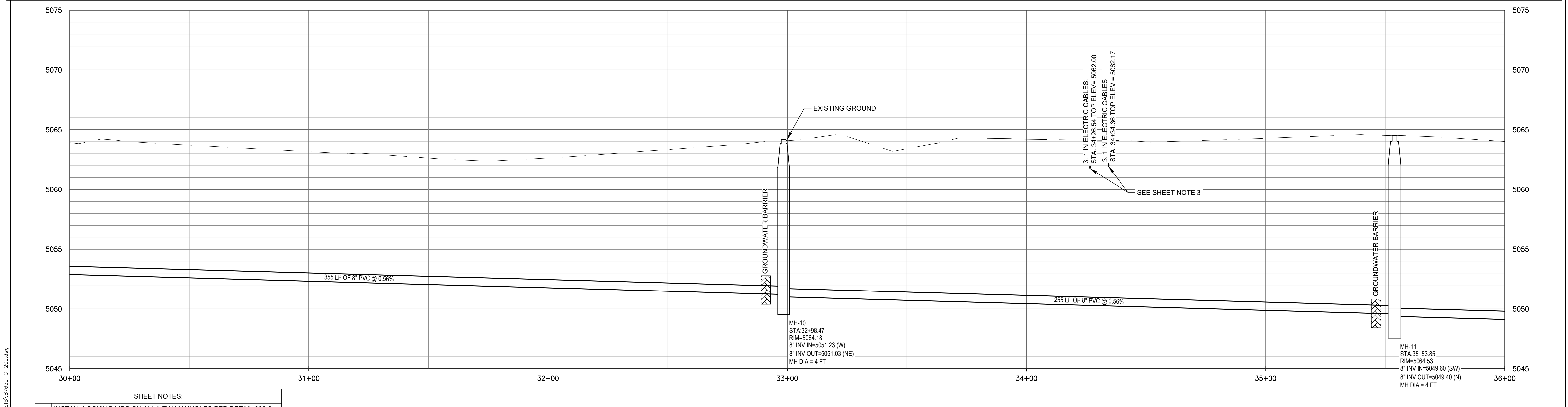
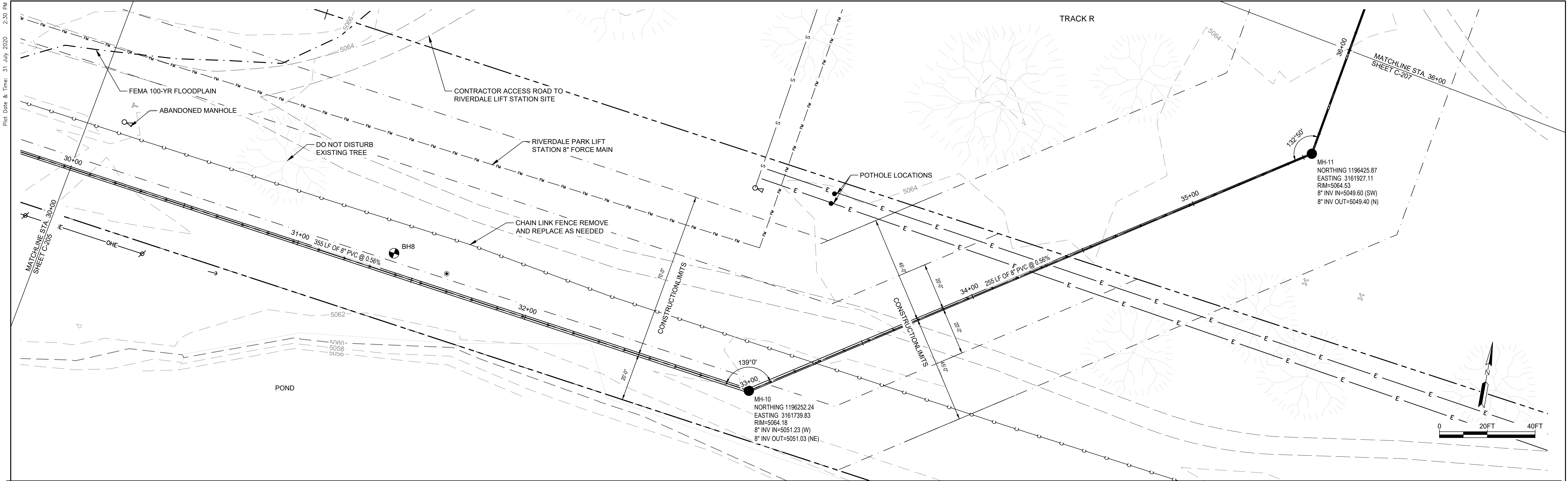
4025 AUTOMATION WAY BLDG E FORT COLLINS CO 80525 (PHONE): 970-223-4705 (FAX): 970-223-4706

PROJECT TITLE
REMINGTON TO RIVERDALE LIFT STATION GRAVITY
MAIN AND RIVERDALE PARK LIFT STATION REPLACEMENT

CLIENT
CITY OF THORNTON

SHEET TITLE FINISHED SITE RIVERDALE PARK LIFT STATION			
DWN BY NRA	CHK'D RDD	APP'D CDL	DWG DATE Jul-20
PROJECT NO. COCOT101		SHEET NO. C-106	
		SCALE AS SHOWN	
		REV NO.	

Plot Date & Time: 31 July 2020 2:30 PM



1. INSTALL LOCKING LIDS ON ALL NEW MANHOLES PER DETAIL 300-3, SHEET C-503.

2. INSTALL MANHOLE MARKER POST AT ALL NEW MANHOLES PER DETAIL 300-5, SEE SHEET C-503.

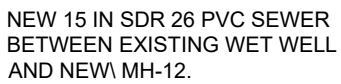
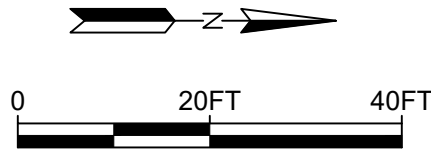
3. DEPTHS OF ELECTRICAL CABLES BASED ON POTHOLES LOCATED WEST OF PIPELINE ALIGNMENT PER PLAN VIEW.

WORK SHALL BE CONSTRUCTED TO CITY OF THORNTON STANDARDS AND SPECIFICATIONS. THIS APPROVAL IS FOR CONFORMANCE TO THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY REQUIREMENTS. THE DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER OR LANDSCAPE PROFESSIONAL.

</

WORK SHALL BE CONSTRUCTED TO CITY OF THORNTON STANDARDS AND SPECIFICATIONS. THIS APPROVAL IS FOR CONFORMANCE TO THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY REQUIREMENTS. THE DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER OR LANDSCAPE PROFESSIONAL.

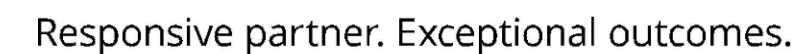
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REV	REVISION DESCRIPTION	DWN	APP	REV DATE

**PRELIMINARY
NOT FOR CONSTRUCTION**

PRIME CONSULTANT



CLIENT

RDC	NRA	RDD	SCALE	AS NOTED
-----	-----	-----	-------	----------

PROJECT NO. COCOT101	SHEET NO. C-207	REV NO.
-------------------------	--------------------	---------

INFORMATION ONLY

Empire Title North, LLC

12000 Pecos Street, Suite 275

Westminster, CO 80234

Tel: (303) 280-1669 • Fax: (303) 280-0801

Date: **August 13, 2019**
File Number: **202073**
Property Address: **Riverdale Park, Thornton, CO 80229**
Owner: **9700 Riverdale Associates, LLC**

Please deliver to the Following Customers:

To: _____ Attn: _____

To: City of Thornton
12450 Washington St
Thornton, CO 80241
Attn: Kristin Schwartz

To: **Empire Title North, LLC**
12000 Pecos Street, Suite 275
Westminster, CO 80234
Attn: **Kimberly Sanchez**

Enclosed please find the following item(s) concerning the above captioned order. Should you have any questions regarding the attached documentation, please contact us at **(303) 280-1669**. We appreciate your business very much and look forward to serving you in this transaction.

Your Escrow Officer for this transaction is **Kimberly Sanchez**

Phone Number: **(303) 280-1669** Fax Number: **(303) 280-0801**

<input type="checkbox"/> Commitment	<input type="checkbox"/> Endorsement	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Covenants, Conditions, Restrictions	<input type="checkbox"/> Schedule B-2 Documents
<input type="checkbox"/> Schedule B-1 Documents	<input type="checkbox"/> Ownership Encumbrance Report	<input type="checkbox"/> Title Guarantee

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment Number: **202073**
AMENDMENT NUMBER:
PROPERTY ADDRESS:
Riverdale Park, Thornton, CO 80229
SCHEDULE #: **0172118407041**

1. Effective date: **August 5, 2019 at 8:00 AM**

2. Policy or policies to be issued:	Amount	Premium
-------------------------------------	--------	---------

A. ALTA Owner's Policy - Proposed Insured:	\$	\$
--	----	----

B. ALTA Loan Policy - Proposed Insured	\$	\$
--	----	----

C. None - Proposed Insured:	\$	\$
-----------------------------	----	----

Endorsement	\$
Endorsement	\$
WORK CHARGE	\$ 300.00
	\$
	\$
	\$
TOTAL	\$300.00

3. The estate or interest in the land described or referred to in this commitment and covered herein is **FEE SIMPLE** and title thereto is at the effective date hereof vested in:

9700 Riverdale Associates, LLC, a a Delaware limited liability company

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

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED OCTOBER 4, 2018 AT RECEPTION NO. 2018000081001, COUNTY OF ADAMS, STATE OF COLORADO.

SCHEDULE B-1

Requirements

The following are to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

- A. NONE – INFORMATION ONLY
THE LIABILITY OF THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR IT.

SCHEDULE B-2**Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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, shortages 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. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claims or title to water;
NOTE: Item no. 6 of the above will not appear on the Lender's Policy (if any) to be issued hereunder.
7. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
8. MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT FROM 9700 RIVERDALE ASSOCIATES, LLC TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF HUNT MORTGAGE PARTNERS, LLC, TO SECURE \$38,977,000.00, DATED OCTOBER 4, 2018 AND RECORDED OCTOBER 4, 2018 AT RECEPTION NO. 2018000081002 AND ASSIGNMENT RECORDED OCTOBER 4, 2018 AT RECEPTION NO. 2018000081003.
9. FINANCING STATEMENT EXECUTED BY 9700 RIVERDALE ASSOCIATES, LLC TO FEDERAL HOME LOAN MORTGAGE CORPORATION RECORDED OCTOBER 4, 2018 AT RECEPTION NO. 2018000081004.
10. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY MASTER METERING AGREEMENT RECORDED JULY 9, 1984 AT BOOK 2908, PAGE 1007.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY AMENDMENT TO MASTER METERING AGREEMENT RECORDED JULY 7, 1986 AT BOOK 3166, PAGE 978.
12. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY AMENDMENT TO COLLATERAL ASSIGNMENT OF EXTRATERRITORIAL WATER AND SEWER SERVICE RECORDED SEPTEMBER 16, 1991 AT BOOK 3816, 522.
13. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY GRANT OF EASEMENT RECORDED APRIL 9, 2012 AT RECEPTION NO. 2012000025835.
14. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY MEMORANDUM OF PURCHASE, FIRST REFUSAL AND OPTION RIGHTS RECORDED DECEMBER 1, 1994 AT RECEPTION NO. C0036316.
15. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY NONDISTURBANCE AGREEMENT RECORDED FEBRUARY 2, 1995 AT RECEPTION NO. C0049882.

16. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY SECURITY AGREEMENT RECORDED JULY 11, 1996 AT RECEPTION NO. C0193202.
17. EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, AND OBLIGATIONS AS SHOWN ON THE PLAT OF FINAL P.U.D. PLAN RIVERDALE PARK PLANNED UNIT DEVELOPMENT.
18. EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, AND OBLIGATIONS AS SHOWN ON THE PLAT OF RIVERDALE PARK SUBDIVISION AND AFFIDAVIT OF CORRECTION.
19. ANY AND ALL UNPAID TAXES AND ASSESSMENTS. A TAX CERTIFICATE HAS BEEN ORDERED.

EMPIRE TITLE NORTH, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: **Pursuant to Colorado Division of Insurance Regulation 8-1-2;**

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

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

After Recording Return to

9700 Riverdale Associates, LLC
c/o Sierra Corporate Management, Inc.
320 N. Park Vista Street
Anaheim, CA 92806

SPECIAL WARRANTY DEED

This Deed, made October 4, 2018, Between North County Village Associates, LLC, a Colorado limited liability company, whose legal address is c/o Sierra Corporate Management, Inc., 320 North Park Vista Street, Anaheim, of the County of Orange, State of California, grantor, and 9700 Riverdale Associates, LLC, a Delaware limited liability company, whose legal address is c/o Sierra Corporate Management, Inc., 320 North Park Vista Street, Anaheim, of the County of Orange, State of California, grantee.

WITNESSETH, That the grantor, for and in the consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

also known by street and number as 9700 North Riverdale, Thornton, CO 80229

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances and except taxes and assessments for the year 2018 and subsequent years.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, its heirs and assigns forever. The grantor, for itself, its heirs and personal representatives or successors, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

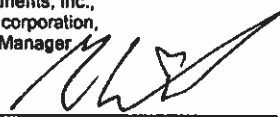
[Signature Page Follows]

Recording Requested by:
FNTG-NCS Colorado

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

North County Village Associates, LLC,
a Colorado limited liability company

By: MHC Investments, Inc.,
a California corporation,
Its General Manager

By: 
Michael H. Scott, Vice President

ACKNOWLEDGMENT

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 September 27, 2018 before me, Patricia H. Crawford, Notary Public
(insert name and title of the officer)

personally appeared Michael H. Scott
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 Patricia H. Crawford (Seal)

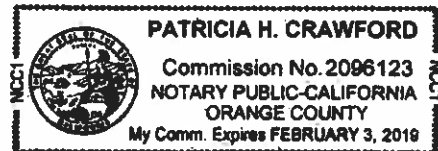


EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 27, inclusive, Block 2;
Lots 1 through 68, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 97, inclusive, Block 7;
Lots 1 through 39, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;
Tracts A through Z and Tract AA,
Riverdale Park Subdivision,
according to the plat recorded April 15, 1986 in File 16 at Map No. 419, and revised in Affidavit of Correction
recorded August 22, 1986 in Book 3192 at Page 692,
County of Adams,
State of Colorado.

WARRANTY DEED

RECEPTION NO. CO193199 31.00 BK: 4792 PG: 0249-0254
ZLW ROBERT SACK, ADAMS COUNTY, COLORADO 7/11/96 10:38:24

6

KNOWN ALL MEN BY THESE PRESENTS, That Carpinteria Associates, L.P., a California limited partnership, of the County of Orange, State of California, as to a 64.37% interest, and Wayne C. Graham and Kay W. Graham, as co-trustees of The Graham Family Trust, of the County of ~~San Bernardino~~ San Bernardino, State of California, as to a 35.63% interest, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration hereby sell and convey to North County Village Associates, LLC, a Colorado limited liability company, the principal place of business of which is 180 Newport Center Drive, Suite 265, and the registered office in the State of Colorado of which is 9700 North Riverdale, Thornton, Colorado 80229, the following real property situated in the County of Adams, State of Colorado, with the common street address of 9700 North Riverdale, Thornton, Colorado 80229 and as more specifically described in Exhibit "A" attached hereto, with all its appurtenances, and warrant(s) the title to the same.

This Warranty Deed may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

This Warranty Deed is signed and delivered this 10th
day of July, 1996

CARPINTERIA ASSOCIATES, L.P.,
a California limited partnership

By: MHC Investments, Inc.,
a California corporation
its general partner

By: _____
Lee M. Kort,
President

THE GRAHAM FAMILY TRUST,

By: Wayne C. Graham Co-Trustee
Wayne C. Graham, co-trustee

Kay W. Graham Co-Trustee
Kay W. Graham, co-trustee

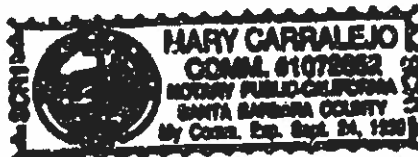
STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA) ss.

On 7/1/96 before me, MARY CARRALEJO NOTARY,
personally appeared WAYNE C. GRAHAM AND KAY W. GRAHAM, personally
known to me (or 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(ies) upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Mary Carralejo



[SEAL]

STATE OF _____)
)
COUNTY OF _____) ss.

On _____ before me, _____,
personally appeared _____, personally
known to me (or 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(ies) upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

[SEAL]

This Warranty Deed is signed and delivered this 10th
day of July, 1996

CARPINTERIA ASSOCIATES, L.P.,
a California limited partnership

By: MHC Investments, Inc.,
a California corporation
its general partner

By: [Signature]
Lee M. Kort,
President

THE GRAHAM FAMILY TRUST,

By: Wayne C. Graham, co-trustee

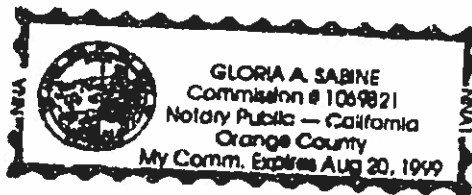
Kay W. Graham, co-trustee

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) SS.

On 07/01/96 before me, GLORIA A. SABINE, Notary Public,
personally appeared LEE M. KURT, personally
known to me (or 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(ies) upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature Gloria A. Sabine



[SEAL]

STATE OF _____)
)
COUNTY OF _____) SS.

On _____ before me, _____,
personally appeared _____, personally
known to me (or 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(ies) upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

[SEAL]

EXHIBIT A

**LEGAL DESCRIPTION
(North County Village)**

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 27, inclusive, Block 2;
Lots 1 through 68, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 97, inclusive, Block 7;
Lots 1 through 39, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;
Tracts A through Z and Tract AA,
Riverdale Park Subdivision, according to the plat
recorded April 15, 1986 in file 16 at Map No. 419,

Adams County,
State of Colorado.

Electronically Recorded RECEPTION#: 2018000081002,
10/4/2018 at 3:51 PM, 1 OF 27,
REC: \$143.00
TD Pgs: 0 Stan Martin, Adams County, CO.

Prepared by, and after recording
return to:

Nora G. Nickel, Esquire
Troutman Sanders LLP
P. O. Box 1122
Richmond, VA 23218

**MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

COLORADO

(Revised 3-1-2014)

20018001
Recording Requested by:
FNTG-NCS Colorado

Freddie Mac Loan No. 501809031
North County Village MHC

**MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

COLORADO

(Revised 3-1-2014)

THIS MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Instrument") is made to be effective this 4th day of October, 2018, by **9700 RIVERDALE ASSOCIATES, LLC**, a limited liability company organized and existing under the laws of Delaware, whose address is c/o Kort and Scott Financial Group, 320 North Park Vista Street, Anaheim, California 92806, as trustor ("**Borrower**"), to the Public Trustee of Adams County, as trustee ("**Trustee**"), for the benefit of **HUNT MORTGAGE PARTNERS, LLC**, a limited liability company organized and existing under the laws of Delaware, whose address is c/o Hunt Real Estate Capital, 11501 Outlook Street, Suite 300, Overland Park, Kansas 66211, as beneficiary ("**Lender**"). Borrower's organizational identification number, if applicable, is 7029350.

RECITAL

Borrower, in consideration of the Indebtedness and the trust created by this Instrument, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, all right, title and interest of the Borrower in the Mortgaged Property, including the Land located in Adams County, State of Colorado and described in Exhibit A attached to this Instrument.

AGREEMENT

TO SECURE TO LENDER the repayment of the Indebtedness evidenced by Borrower's Multifamily Note payable to Lender, dated as of the date of this Instrument, and maturing on November 1, 2028 ("**Maturity Date**") in the principal amount of \$38,977,000.00, and all renewals, extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in the Loan Agreement or any other Loan Document.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except as shown on the schedule of exceptions to coverage in the title policy issued to and accepted by Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender's interest in the Mortgaged Property (the "**Schedule of Title Exceptions**"). Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in the Schedule of Title Exceptions.

UNIFORM COVENANTS

(Revised 5-5-2017)

Covenants. In consideration of the mutual promises set forth in this Instrument, Borrower and Lender covenant and agree as follows:

1. **Definitions.** The following terms, when used in this Instrument (including when used in the above recitals), will have the following meanings and any capitalized term not specifically defined in this Instrument will have the meaning ascribed to that term in the Loan Agreement:

"Attorneys' Fees and Costs" means (a) fees and out-of-pocket costs of Lender's and Loan Servicer's attorneys, as applicable, including costs of Lender's and Loan Servicer's in-house counsel, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping and similar costs and expenses; (b) costs and fees of expert witnesses, including appraisers; (c) investigatory fees; and (d) the costs for any opinion required by Lender pursuant to the terms of the Loan Documents.

"Borrower" means all Persons identified as "Borrower" in the first paragraph of this Instrument, together with their successors and assigns.

"Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender or the national banking associations are not open for business.

"Event of Default" means the occurrence of any event described in Section 8.

"Fixtures" means all property owned by Borrower which is attached to the Land or the Improvements so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

"Governmental Authority" means any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property, or the use, operation or improvement of the Mortgaged Property, or over Borrower.

"Ground Lease" means the lease described in the Loan Agreement pursuant to which Borrower leases the Land, as such lease may from time to time be amended, modified, supplemented, renewed and extended.

"Improvements" means the buildings, structures, improvements now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions.

"Indebtedness" means the principal of, interest at the fixed or variable rate set forth in the Note on, and all other amounts due at any time under, the Note, this Instrument or any other Loan Document, including prepayment premiums, late charges, default interest, and advances as provided in Section 7 to protect the security of this Instrument.

"Land" means the land described in Exhibit A.

"Leasehold Estate" means Borrower's interest in the Land and any other real property leased by Borrower pursuant to the Ground Lease, if applicable, including all of the following:

- (a) All rights of Borrower to renew or extend the term of the Ground Lease.
- (b) All amounts deposited by Borrower with Ground Lessor under the Ground Lease.
- (c) Borrower's right or privilege to terminate, cancel, surrender, modify or amend the Ground Lease.
- (d) All other options, privileges and rights granted and demised to Borrower under the Ground Lease and all appurtenances with respect to the Ground Lease.

"Leases" means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals.

"Lender" means the entity identified as "Lender" in the first paragraph of this Instrument, or any subsequent holder of the Note.

"Loan Agreement" means the Multifamily Loan and Security Agreement executed by Borrower in favor of Lender and dated as of the date of this Instrument, as such agreement may be amended from time to time.

"Loan Documents" means the Note, this Instrument, the Loan Agreement, all guaranties, all indemnity agreements, all collateral agreements, UCC filings, O&M Programs, the MMP and any other documents now or in the future executed by Borrower, any guarantor or any other Person in connection with the loan evidenced by the Note, as such documents may be amended from time to time.

"Loan Servicer" means the entity that from time to time is designated by Lender or its designee to collect payments and deposits and receive Notices under the Note, this Instrument and any other Loan Document, and otherwise to service the loan evidenced by the Note for the benefit of Lender. Unless Borrower receives Notice to the contrary, the Loan Servicer is the entity identified as "Lender" in the first paragraph of this Instrument.

"Mortgaged Property" means all of Borrower's present and future right, title and interest in and to all of the following:

- (a) The Land, or, if Borrower's interest in the Land is pursuant to a Ground Lease, the Ground Lease and the Leasehold Estate.
- (b) The Improvements.
- (c) The Fixtures.
- (d) The Personalty.
- (e) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
- (f) All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement.
- (g) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.
- (h) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- (i) All proceeds from the conversion, voluntary or involuntary, of any of the items described in subsections (a) through (h) inclusive into cash or liquidated claims, and the right to collect such proceeds.
- (j) All Rents and Leases.

- (k) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Instrument.
- (l) All Imposition Reserve Deposits.
- (m) All refunds or rebates of Impositions by Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated).
- (n) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (o) All names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.
- (p) If required by the terms of Section 4.05 of the Loan Agreement, all rights under the Letter of Credit and the Proceeds, as such Proceeds may increase or decrease from time to time.
- (q) If the Note provides for interest to accrue at a floating or variable rate and there is a Cap Agreement, the Cap Collateral.

"Note" means the Multifamily Note or Notes (including any Amended and Restated Note(s), Consolidated, Amended and Restated Note(s), or Extended and Restated Note(s)) executed by Borrower in favor of Lender and dated as of the date of this Instrument, including all schedules, riders, allonges and addenda, as such Multifamily Note(s) may be amended, modified and/or restated from time to time.

"Notice" or **"Notices"** means all notices, demands and other communication required under the Loan Documents, provided in accordance with the requirements of Section 11.03 of the Loan Agreement.

"Person" means any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

"Personalty" means all of the following:

- (a) Accounts (including deposit accounts) of Borrower related to the Mortgaged Property.
- (b) Equipment and inventory owned by Borrower, which are used now or in the future in connection with the ownership, management or operation of the Land or Improvements or are located on the Land or Improvements, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records

(whether in written or electronic form) and computer equipment (hardware and software).

- (c) Other tangible personal property owned by Borrower which is used now or in the future in connection with the ownership, management or operation of the Land or Improvements or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
- (d) Any operating agreements relating to the Land or the Improvements.
- (e) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.
- (f) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a Governmental Authority.
- (g) Any rights of Borrower in or under letters of credit.

"Property Jurisdiction" means the jurisdiction in which the Land is located.

"Rents" means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Borrower is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due, or to become due.

"Taxes" means all taxes, assessments, vault rentals and other charges, if any, whether general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a Lien on the Land or the Improvements.

2. Uniform Commercial Code Security Agreement.

- (a) This Instrument is also a security agreement under the Uniform Commercial Code for any of the Mortgaged Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code, for the purpose of securing Borrower's obligations under this Instrument and to further secure Borrower's obligations under the Note, this Instrument and other Loan Documents, whether such Mortgaged Property is owned now or acquired in the future, and all products and cash and non-cash proceeds thereof (collectively, **"UCC Collateral"**), and by this Instrument, Borrower grants to Lender a security interest in the UCC Collateral. To the extent necessary under applicable law, Borrower hereby authorizes Lender to prepare and file financing statements,

continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest.

- (b) Unless Borrower gives Notice to Lender within 30 days after the occurrence of any of the following, and executes and delivers to Lender modifications or supplements of this Instrument (and any financing statement which may be filed in connection with this Instrument) as Lender may require, Borrower will not (i) change its name, identity, structure or jurisdiction of organization; (ii) change the location of its place of business (or chief executive office if more than one place of business); or (iii) add to or change any location at which any of the Mortgaged Property is stored, held or located.
- (c) If an Event of Default has occurred and is continuing, Lender will have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies.
- (d) This Instrument also constitutes a financing statement with respect to any part of the Mortgaged Property that is or may become a Fixture, if permitted by applicable law.

3. Assignment of Rents; Appointment of Receiver; Lender in Possession.

- (a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Rents.
 - (i) It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower.
 - (ii) Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Borrower and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only.
 - (iii) For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents will not be deemed to be a part of the Mortgaged Property. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents will be included as a part of the Mortgaged Property and it is the intention of Borrower that in this circumstance this Instrument create and perfect a Lien on Rents in favor of Lender, which Lien will be effective as of the date of this Instrument.
- (b) (i) Until the occurrence of an Event of Default, Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the

installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Reserve Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Reserve Deposits), tenant improvements and other capital expenditures.

- (ii) So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Instrument.
 - (iii) After the occurrence of an Event of Default, and during the continuance of such Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. From and after the occurrence of an Event of Default, and during the continuance of such Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Borrower's license to collect Rents will automatically terminate and Lender will without Notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower will pay to Lender upon demand all Rents to which Lender is entitled.
 - (iv) At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No tenant will be obligated to inquire further as to the occurrence or continuance of an Event of Default. No tenant will be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender will be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower will not interfere with and will cooperate with Lender's collection of such Rents.
- (c) If an Event of Default has occurred and is continuing, then Lender will have each of the following rights and may take any of the following actions:
- (i) Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of Repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing the assignment of Rents pursuant to Section 3(a), protecting the Mortgaged Property or the security of this Instrument, or for

such other purposes as Lender in its discretion may deem necessary or desirable.

- (ii) Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law.
- (iii) If Borrower is a housing cooperative corporation or association, Borrower hereby agrees that if a receiver is appointed, the order appointing the receiver may contain a provision requiring the receiver to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Reserve Deposits, it being acknowledged and agreed that the Indebtedness is an obligation of Borrower and must be paid out of maintenance charges payable by Borrower's tenant shareholders under their proprietary leases or occupancy agreements.
- (iv) Lender or the receiver, as the case may be, will be entitled to receive a reasonable fee for managing the Mortgaged Property.
- (v) Immediately upon appointment of a receiver or immediately upon Lender's entering upon and taking possession and control of the Mortgaged Property, Borrower will surrender possession of the Mortgaged Property to Lender or the receiver, as the case may be, and will deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents.
- (vi) If Lender takes possession and control of the Mortgaged Property, then Lender may exclude Borrower and its representatives from the Mortgaged Property.

Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 3 will not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

- (d) If Lender enters the Mortgaged Property, Lender will be liable to account only to Borrower and only for those Rents actually received. Except to the extent of Lender's gross negligence or willful misconduct, Lender will not be liable to Borrower, anyone claiming under or through Borrower or anyone having an

interest in the Mortgaged Property, by reason of any act or omission of Lender under Section 3(c), and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

- (e) If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes will become an additional part of the Indebtedness as provided in Section 7.
- (f) Any entering upon and taking of control of the Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Instrument will not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Instrument.

4. Assignment of Leases; Leases Affecting the Mortgaged Property.

- (a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under the Leases, including Borrower's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.
 - (i) It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Borrower's right, title and interest in, to and under the Leases. Borrower and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only.
 - (ii) For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases will not be deemed to be a part of the Mortgaged Property.
 - (iii) However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases will be included as a part of the Mortgaged Property and it is the intention of Borrower that in this circumstance this Instrument create and perfect a Lien on the Leases in favor of Lender, which Lien will be effective as of the date of this Instrument.
- (b) Until Lender gives Notice to Borrower of Lender's exercise of its rights under this Section 4, Borrower will have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this Section or any other provision of this Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, and during the continuance of such Event of Default, the permission given to Borrower pursuant to the preceding sentence to exercise all rights, power and authority under Leases will automatically terminate. Borrower will comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.

- (c)
 - (i) Borrower acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section 4 will not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements.
 - (ii) The acceptance by Lender of the assignment of the Leases pursuant to Section 4(a) will not at any time or in any event obligate Lender to take any action under this Instrument or to expend any money or to incur any expenses.
 - (iii) Except to the extent of Lender's gross negligence or willful misconduct, Lender will not be liable in any way for any injury or damage to person or property sustained by any Person or Persons in or about the Mortgaged Property.
 - (iv) Prior to Lender's actual entry into and taking possession of the Mortgaged Property, Lender will not be obligated for any of the following:
 - (A) Lender will not be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease).
 - (B) Lender will not be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property.
 - (C) Lender will not be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Instrument by Borrower will constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and will be that of Borrower, prior to such actual entry and taking of possession.
- (d) Upon delivery of Notice by Lender to Borrower of Lender's exercise of Lender's rights under this Section 4 at any time after the occurrence of an Event of Default, and during the continuance of such Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately will have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.
- (e) Borrower will, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect.
- (f) If Borrower is a cooperative housing corporation or association, notwithstanding anything to the contrary contained in this Instrument, so long as Borrower

remains a cooperative housing corporation or association and is not in breach of any covenant of this Instrument, Lender consents to the following:

- (i) Borrower may execute leases of apartments for a term in excess of 2 years to a tenant shareholder of Borrower, so long as such leases, including proprietary leases, are and will remain subordinate to the Lien of this Instrument.
 - (ii) Borrower may surrender or terminate such leases of apartments where the surrendered or terminated lease is immediately replaced or where Borrower makes its best efforts to secure such immediate replacement by a newly-executed lease of the same apartment to a tenant shareholder of Borrower. However, no consent is given by Lender to any execution, surrender, termination or assignment of a lease under terms that would waive or reduce the obligation of the resulting tenant shareholder under such lease to pay cooperative assessments in full when due or the obligation of the former tenant shareholder to pay any unpaid portion of such assessments.
- 5. **Prepayment Premium.** Borrower will be required to pay a prepayment premium in connection with certain prepayments of the Indebtedness, including a payment made after Lender's exercise of any right of acceleration of the Indebtedness, as provided in the Note.
- 6. **Application of Payments.** If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Neither Lender's acceptance of an amount that is less than all amounts then due and payable nor Lender's application of such payment in the manner authorized will constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Instrument, the Note and all other Loan Documents will remain unchanged.
- 7. **Protection of Lender's Security; Instrument Secures Future Advances.**
 - (a) If Borrower fails to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, file such documents, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Borrower and to protect Lender's interest, including all of the following:
 - (i) Lender may pay Attorneys' Fees and Costs.

- (ii) Lender may pay fees and out-of-pocket expenses of accountants, inspectors and consultants.
 - (iii) Lender may enter upon the Mortgaged Property to make Repairs or secure the Mortgaged Property.
 - (iv) Lender may procure the Insurance required by the Loan Agreement.
 - (v) Lender may pay any amounts which Borrower has failed to pay under the Loan Agreement.
 - (vi) Lender may perform any of Borrower's obligations under the Loan Agreement.
 - (vii) Lender may make advances to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a Prior Lien.
- (b) Any amounts disbursed by Lender under this Section 7, or under any other provision of this Instrument that treats such disbursement as being made under this Section 7, will be secured by this Instrument, will be added to, and become part of, the principal component of the Indebtedness, will be immediately due and payable and will bear interest from the date of disbursement until paid at the Default Rate.
- (c) Nothing in this Section 7 will require Lender to incur any expense or take any action.
8. **Events of Default.** An Event of Default under the Loan Agreement will constitute an Event of Default under this Instrument.
9. **Remedies Cumulative.** Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument, the Loan Agreement or any other Loan Document or afforded by applicable law or equity, and each will be cumulative and may be exercised concurrently, independently or successively, in any order. Lender's exercise of any particular right or remedy will not in any way prevent Lender from exercising any other right or remedy available to Lender. Lender may exercise any such remedies from time to time and as often as Lender chooses.
10. **Waiver of Statute of Limitations, Offsets, and Counterclaims.** Borrower waives the right to assert any statute of limitations as a bar to the enforcement of the Lien of this Instrument or to any action brought to enforce any Loan Document. Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Lender or otherwise to offset any obligations to make the payments required by the Loan Documents. No failure by Lender to perform any of its obligations under this Instrument will be a valid defense to, or result in any offset against, any payments that Borrower is obligated to make under any of the Loan Documents.

11. Waiver of Marshalling.

- (a) Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender will have the right to determine the order in which any or all of the Mortgaged Property will be subjected to the remedies provided in this Instrument, the Note, the Loan Agreement or any other Loan Document or applicable law. Lender will have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies.
- (b) Borrower and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Instrument waives any and all right to require the marshalling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

12. Further Assurances; Lender's Expenses.

- (a) Borrower will deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements or amendments, transfers and assurances as Lender may require from time to time in order to better assure, grant and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Instrument and the Loan Documents or in connection with Lender's consent rights under Article VII of the Loan Agreement.
- (b) Borrower acknowledges and agrees that, in connection with each request by Borrower under this Instrument or any Loan Document, Borrower will pay all reasonable Attorneys' Fees and Costs and expenses incurred by Lender, including any fees payable in accordance with any request for further assurances or an estoppel certificate pursuant to the Loan Agreement, regardless of whether the matter is approved, denied or withdrawn. Any amounts payable by Borrower under this Instrument or under any other Loan Document will be deemed a part of the Indebtedness, will be secured by this Instrument and will bear interest at the Default Rate if not fully paid within 10 days of written demand for payment.

- 13. Governing Law; Consent to Jurisdiction and Venue.** This Instrument, and any Loan Document which does not itself expressly identify the law that is to apply to it, will be governed by the laws of the Property Jurisdiction. Borrower agrees that any controversy arising under or in relation to the Note, this Instrument or any other Loan Document may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction will have jurisdiction over all controversies that may arise under or in relation to the Note, any security for the Indebtedness or any other Loan Document. Borrower irrevocably consents to service, jurisdiction and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing in this Section 13 is intended to limit Lender's right to bring any suit, action or proceeding relating to matters under this Instrument in any court of any other jurisdiction.

14. **Notice.** All Notices, demands and other communications under or concerning this Instrument will be governed by the terms set forth in the Loan Agreement.
15. **Successors and Assigns Bound.** This Instrument will bind the respective successors and assigns of Borrower and Lender, and the rights granted by this Instrument will inure to Lender's successors and assigns.
16. **Joint and Several Liability.** If more than one Person signs this Instrument as Borrower, the obligations of such Persons will be joint and several.
17. **Relationship of Parties; No Third Party Beneficiary.**
 - (a) The relationship between Lender and Borrower will be solely that of creditor and debtor, respectively, and nothing contained in this Instrument will create any other relationship between Lender and Borrower. Nothing contained in this Instrument will constitute Lender as a joint venturer, partner or agent of Borrower, or render Lender liable for any debts, obligations, acts, omissions, representations or contracts of Borrower.
 - (b) No creditor of any party to this Instrument and no other Person will be a third party beneficiary of this Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (i) any arrangement ("**Servicing Arrangement**") between Lender and any Loan Servicer for loss sharing or interim advancement of funds will constitute a contractual obligation of such Loan Servicer that is independent of the obligation of Borrower for the payment of the Indebtedness, (ii) Borrower will not be a third party beneficiary of any Servicing Arrangement, and (iii) no payment by the Loan Servicer under any Servicing Arrangement will reduce the amount of the Indebtedness.
18. **Severability; Amendments.**
 - (a) The invalidity or unenforceability of any provision of this Instrument will not affect the validity or enforceability of any other provision, and all other provisions will remain in full force and effect. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument.
 - (b) This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought; provided, however, that in the event of a Transfer prohibited by or requiring Lender's approval under Article VII of the Loan Agreement, some or all of the modifications to the Loan Documents (if any) may be modified or rendered void by Lender at Lender's option by Notice to Borrower and the transferee(s).
19. **Construction.**
 - (a) The captions and headings of the Sections of this Instrument are for convenience only and will be disregarded in construing this Instrument. Any reference in this Instrument to a "Section" will, unless otherwise explicitly provided, be construed as referring to a Section of this Instrument.

- (b) Any reference in this Instrument to a statute or regulation will be construed as referring to that statute or regulation as amended from time to time.
- (c) Use of the singular in this Instrument includes the plural and use of the plural includes the singular.
- (d) As used in this Instrument, the term "including" means "including, but not limited to" and the term "includes" means "includes without limitation."
- (e) The use of one gender includes the other gender, as the context may require.
- (f) Unless the context requires otherwise any definition of or reference to any agreement, instrument or other document in this Instrument will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this Instrument).
- (g) Any reference in this Instrument to any person will be construed to include such person's successors and assigns.

20. Subrogation. If, and to the extent that, the proceeds of the loan evidenced by the Note, or subsequent advances under Section 7, are used to pay, satisfy or discharge a Prior Lien, such loan proceeds or advances will be deemed to have been advanced by Lender at Borrower's request, and Lender will automatically, and without further action on its part, be subrogated to the rights, including Lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

21-30. Reserved.

31. Acceleration; Remedies.

- (a) At any time during the existence of an Event of Default, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by Colorado law or provided in this Instrument, the Loan Agreement or in any other Loan Document. Lender will be entitled to collect all costs and expenses incurred in pursuing such remedies, Attorneys' Fees and costs and costs of documentary evidence, abstracts and title reports.
- (b) If Lender invokes the power of sale, Trustee will give notice of sale in the manner required by Colorado law to Borrower and to all other persons who are entitled to receive such notice under Colorado law, and will sell the Mortgaged Property according to Colorado law. Trustee may sell the Mortgaged Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone the sale of all or any part of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Mortgaged Property at any sale. Trustee will deliver to the purchaser at the sale Trustee's certificate describing the Mortgaged Property and the time when the purchaser will be entitled to Trustee's deed to the Mortgaged

Property. The recitals in Trustee's deed will be prima facie evidence of the truth of the statements made in those recitals.

- (c) Trustee will apply the proceeds of the sale as prescribed by applicable law. If, upon foreclosure of the Mortgaged Property pursuant to this Instrument, the purchaser at the foreclosure sale has bid an amount less than the full Indebtedness owed by Borrower and secured by this Instrument, then the full amount bid and the full amount of the deficiency will bear interest at the Default Rate. Thereafter, the deficiency, together with such interest, will be a continuing obligation of Borrower for which Lender will be entitled to personal monetary judgment, to the extent permitted under the Note and under Colorado law.
32. **Release.** Upon payment of the Indebtedness, Lender will request Trustee to release this Instrument and will deliver to Trustee the canceled Note. Trustee will release this Instrument without further inquiry or liability. Borrower will pay all costs of recordation, if any, of the release and will pay the statutory Trustee's fee.
33. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Mortgaged Property.
34. **WAIVER OF TRIAL BY JURY.**
- (a) **BORROWER AND LENDER EACH COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY.**
- (b) **BORROWER AND LENDER EACH WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**
35. **Attached Riders.** The following Riders are attached to this Instrument:
- Rider to Multifamily Security Instrument – Manufactured Housing Community
36. **Attached Exhibits.** The following Exhibits, if marked with an "X" in the space provided, are attached to this Instrument:
- | | | |
|-------------------------------------|-----------|--|
| <input checked="" type="checkbox"/> | Exhibit A | Description of the Land (required) |
| <input type="checkbox"/> | Exhibit B | Modifications to Instrument |
| <input type="checkbox"/> | Exhibit C | Ground Lease Description (if applicable) |


IN WITNESS WHEREOF, Borrower has signed and delivered this Instrument or has caused this Instrument to be signed and delivered by its duly authorized representative.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

9700 RIVERDALE ASSOCIATES, LLC, a
Delaware limited liability company

By: North County Village Associates, LLC, a
Colorado limited liability company, its
Managing Member

By: MHC Investments, Inc., a California
corporation, its General Manager

By: 
Lee M. Kort
President

ACKNOWLEDGMENT

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 _____

County of _____

On _____ before me, _____,
(Insert Name and Title of the Officer)

personally appeared **Lee M. Kort**, 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 _____ (Seal)

SEE ATTACHED

ACKNOWLEDGMENT

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

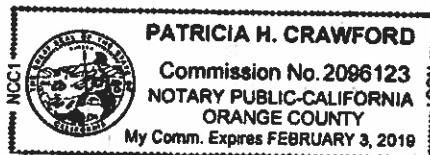
On September 24, 2018 before me, Patricia H. Crawford, Notary Public
(insert name and title of the officer)

personally appeared Lee M. Kort
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 Patricia H. Crawford (Seal)



RIDER TO MULTIFAMILY SECURITY INSTRUMENT
MANUFACTURED HOUSING COMMUNITY
(Revised 10-30-2017)

The following changes are made to the Instrument which precedes this Rider:

- A. The following definitions are added to Section 1 in the applicable alphabetical order:

"Borrower-Owned Home" means any Manufactured Home located on the Land that is now owned by or acquired in the future by Borrower and **"Borrower-Owned Homes"** means more than one Borrower-Owned Home. A list and description of the Borrower-Owned Homes as of the date of this Instrument are attached as Schedule I.

"Home Owner" means a Person (excluding Borrower) who owns a Manufactured Home located or to be located in the MH Community and **"Home Owners"** means more than one Home Owner.

"Home Site" means a lot in the Mortgaged Property leased to a Person under a Lease and **"Home Sites"** means more than one Home Site.

"Manufactured Home" means a "manufactured home" as defined in the Manufactured Home Construction and Safety Standards Act of 1974 (42 U.S.C. Chapter 70) and in 24 C.F.R Part 3280, each as amended, and any related fixtures and personal property and **"Manufactured Homes"** means more than one Manufactured Home. For purposes of clarification, a "Manufactured Home" does not include a recreational vehicle.

"MH Community" means the manufactured housing community known as North County Village MHC, located on the Land, owned and operated by Borrower, consisting of 425 Home Sites, 0 residential dwelling units, and related amenities, landscaping, roads and infrastructure.

- B. The definitions of "Fixtures", "Improvements", "Personalty" and "Rents" in Section 1 are deleted and replaced with the following:

"Fixtures" means all property owned by Borrower which is attached to the Land or the Improvements so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; exercise equipment; and Borrower-Owned Homes (if categorized as such under the applicable laws of the Property Jurisdiction).

"Improvements" means the buildings, structures, improvements, Home Sites, and Borrower-Owned Homes (if categorized as such under the applicable laws of the

Property Jurisdiction) now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions.

"Personalty" means all of the following:

- (i) Accounts (including deposit accounts) of Borrower related to the Mortgaged Property.
- (ii) Equipment and inventory owned by Borrower, which are used now or in the future in connection with the ownership, management or operation of the Land or Improvements or are located on the Land or Improvements, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form), and computer equipment (hardware and software).
- (iii) Other tangible personal property owned by Borrower which is used now or in the future in connection with the ownership, management or operation of the Land or Improvements or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
- (iv) Any operating agreements relating to the Land or the Improvements.
- (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.
- (vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a Governmental Authority.
- (vii) Any rights of Borrower in or under any Letter of Credit.
- (viii) Any Borrower-Owned Homes (if categorized as such under the applicable laws of the Property Jurisdiction).

"Rent(s)" means all rents (whether from residential or non-residential space), revenues and other income of the Land, the Improvements, Personalty and Fixtures, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Borrower is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due or to become due.

C. Section 2(a) is deleted and replaced with the following:

- (a) This Instrument is also a security agreement under the Uniform Commercial Code for any of the Mortgaged Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code, for the purpose of securing Borrower's obligations under this Instrument and to further secure Borrower's obligations under the Note, this Instrument and other Loan Documents, whether such Mortgaged Property is owned now or acquired in the future, and all products and cash and non-cash proceeds thereof (collectively,

"UCC Collateral"), and by this Instrument, Borrower grants to Lender a security interest in the UCC Collateral. To the extent applicable under local law, the UCC Collateral will include any Borrower-Owned Homes. To the extent necessary under applicable law, Borrower hereby authorizes Lender to prepare and file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest, or, if required by Lender, to note Lender as the "legal owner" on the title to any Borrower-Owned Home.

D. Section 3(b)(iv) is deleted and replaced with the following:

- (iv) At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No tenant will be obligated to inquire further as to the occurrence or continuance of an Event of Default. No tenant will be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender will be delivered to each tenant personally, by mail or by delivering such demand to each Home Site or each rental unit (if applicable) located on the Mortgaged Property. Borrower will not interfere with and will cooperate with Lender's collection of such Rents.

E. Sections 4(e) and 4(f) are deleted and replaced with the following:

- (e) Borrower will, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease (including with respect to any Home Site and any Borrower-Owned Home) then in effect.
- (f) Reserved.

F. A new Section 37 is added as follows:

37. At Lender's option, Lender may repossess any Borrower-Owned Homes peacefully without Borrower's permission. In addition, Lender may require that Borrower make the Borrower-Owned Homes available to Lender at a place designated by Lender that is reasonably convenient to Borrower and Lender. At Lender's option, Lender may detach and remove the Borrower-Owned Homes from the Mortgaged Property, or Lender may take possession of and leave the same on the Mortgaged Property. Borrower agrees to cooperate with Lender in its exercise of these rights. Following the repossession of any Borrower-Owned Homes by Lender, Lender may then sell such Borrower-Owned Homes and apply any amounts received by Lender to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts owed by Borrower under the Loan Documents, as permitted by law.


Borrower Initials

SCHEDULE I

LIST OF BORROWER-OWNED HOMES

NONE

Borrower-Owned Home # :

Location in MHC:

- Home Site / Lot Number:
- Street Address:
- City / County:
- State and Zip Code:

Model Type and Description:

- Year:
- Manufacturer's Certificate of Origin Date:
- Manufacturer's Name:
- Model Name and Number:
- Serial Number (Manufacturer's):
- Length and Width:
- New or Used:

Certificate of Title Information:

- Certificate of Title Issued (Y/N):
- Certificate of Title Number:
- State of Issuance:
- Certificate of Title Attached (Y/N) (original/copy):

EXHIBIT A
DESCRIPTION OF THE LAND

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 27, inclusive, Block 2;
Lots 1 through 68, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 97, inclusive, Block 7;
Lots 1 through 39, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;
Tracts A through Z and Tract AA,
Riverdale Park Subdivision,
according to the plat recorded April 15, 1986 in File 16 at Map No. 419, and revised in Affidavit
of Correction recorded August 22, 1986 in Book 3192 at Page 692,
County of Adams,
State of Colorado.

Prepared by, and after recording
return to:

Nora G. Nickel, Esquire
Troutman Sanders LLP
Post Office Box 1122
Richmond, Virginia 23218-1122

Freddie Mac Loan No. 501809031
North County Village MHC

ASSIGNMENT OF SECURITY INSTRUMENT

(Revised 12-19-2014)

FOR VALUABLE CONSIDERATION, HUNT MORTGAGE PARTNERS, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignor"), having its principal place of business at c/o Hunt Real Estate Capital, 11501 Outlook Street, Suite 300, Overland Park, Kansas 66211, hereby assigns, grants, sells and transfers to the **FEDERAL HOME LOAN MORTGAGE CORPORATION**, a corporation organized and existing under the laws of the United States ("Assignee"), having its principal place of business at 8200 Jones Branch Drive, McLean, Virginia 22102, and Assignee's successors, transferees and assigns forever, all of the right, title and interest of Assignor in and to the Multifamily Deed of Trust, Assignment of Rents and Security Agreement, dated as of October 4, 2018, entered into by **9700 RIVERDALE ASSOCIATES, LLC**, a Delaware limited liability company ("Borrower") for the benefit of Assignor, securing an indebtedness of Borrower to Assignor in the principal amount of \$38,977,000.00 recorded in the land records of Adams County, Colorado prior to this Assignment ("Instrument"), which indebtedness is secured by the property described in Exhibit A attached to this Assignment and incorporated into it by this reference.

Together with the Note or other obligation described in the Instrument and all obligations secured by the Instrument now or in the future.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of October 4, 2018, to be effective as of the effective date of the Instrument.

ASSIGNOR:

HUNT MORTGAGE PARTNERS, LLC, a
Delaware limited liability company

By: 

Name:
Title:

Vanessa Howes
Vice President

STATE OF New York

CITY/COUNTY OF New York, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction
this 17 day of September, 2018, by Vanessa Howes who is
Vice President of Hunt Mortgage Partners, LLC, a Delaware limited liability
company, for and on behalf of the limited liability company.


Notary Public

My commission expires: _____

REGINA E GIRARDI
Notary Public, State of New York
No. 01GI6134076
Qualified in Nassau County
Commission Expires September 26, 2021

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 27, inclusive, Block 2;
Lots 1 through 68, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 97, inclusive, Block 7;
Lots 1 through 39, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;
Tracts A through Z and Tract AA,
Riverdale Park Subdivision,
according to the plat recorded April 15, 1986 in File 16 at Map No. 419, and revised in Affidavit
of Correction recorded August 22, 1986 in Book 3192 at Page 692,
County of Adams,
State of Colorado.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional)
B E-MAIL CONTACT AT FILER (optional)
C SEND ACKNOWLEDGEMENT TO: (Name and Address)
Nora G. Nickel, Esquire Troutman Sanders LLP Post Office Box 1122 Richmond, Virginia 23218

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME 9700 RIVERDALE ASSOCIATES, LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1b. INDIVIDUAL'S SURNAME			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Kort and Scott Financial Group 320 North Park Vista Street	Anaheim	CA	92806	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2b. INDIVIDUAL'S SURNAME			
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME FEDERAL HOME LOAN MORTGAGE CORPORATION	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
8200 Jones Branch Drive	McLean	VA	22102	USA

4. COLLATERAL: This financing statement covers the following collateral:

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Exhibit B attached hereto and made a part hereof.

Freddie Mac Loan No. 501809031

20018861
Recording Requested by:
FNTG-NCS Colorado

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility
6b. Check only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:

North County Village MHC (Local)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

9700 RIVERDALE ASSOCIATES, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

HUNT MORTGAGE PARTNERS, LLC

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

c/o Hunt Real Estate Capital, 11501 Outlook
Street, Suite 300

CITY

Overland Park

STATE

KS

POSTAL CODE

66211

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 27, inclusive, Block 2;
Lots 1 through 68, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 97, inclusive, Block 7;
Lots 1 through 39, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;
Tracts A through Z and Tract AA,
Riverdale Park Subdivision,
according to the plat recorded April 15, 1986 in File 16 at Map No. 419, and revised in Affidavit of Correction
recorded August 22, 1986 in Book 3192 at Page 692,
County of Adams,
State of Colorado.

FINANCING STATEMENT EXHIBIT B
MANUFACTURED HOUSING COMMUNITY
(Revised 7-1-2014)

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) **"Fixtures,"** which means all property owned by Debtor which is attached to the real property described in Exhibit A ("**Land**") and/or the improvements located on the Land ("**Improvements**") ("**Property**" means the Land and/or Improvements) so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment. The defined terms "Improvements" and "Fixtures" include any Manufactured Homes (as defined in the Loan Agreement) located on the Land that are now owned by or acquired in the future by Debtor ("**Debtor-Owned Homes**"), to the extent they are categorized as such under the applicable laws of the Property Jurisdiction (as defined in the Loan Agreement). As of the date of this Financing Statement, the Debtor-Owned Homes are those listed on Schedule I attached hereto.
- (2) **"Personalty,"** which means all of the following:
 - (i) Accounts (including deposit accounts) of Debtor related to the Property.
 - (ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form) and computer equipment (hardware and software).
 - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
 - (iv) Any operating agreements relating to the Land or the Improvements.
 - (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.
 - (vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including

- subsidy or similar payments received from any sources, including a **"Governmental Authority"** (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property, or the use, operation or improvement of the Property, or over Debtor).
- (vii) Any rights of Debtor in or under any letter of credit required under the terms of the Multifamily Loan and Security Agreement ("**Loan Agreement**") evidencing and securing the loan secured by this financing statement ("**Loan**").
- (viii) Any Debtor-Owned Homes (if categorized as such under the applicable laws of the Property Jurisdiction).
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
- (4) All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement.
- (5) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, or if Debtor's interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease ("**Leasehold Estate**"), the Improvements, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu of such a taking.
- (6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- (7) All "**Rents**," which means all rents (whether from residential or non-residential space), revenues and other income of the Land, the Improvements, Personalty and Fixtures, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due or to become due.
- (8) All "**Leases**," which means all present and future leases, subleases, licenses, concessions or grants or other possessory interests in force now or after the date this financing statement is recorded or filed, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals.

- (9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.
- (10) All "**Imposition Reserve Deposits**," which means all amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property.
- (11) All refunds or rebates of Imposition Reserve Deposits by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed).
- (12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Loan Agreement).
- (14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "**Cap Agreements**"), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with all of the following:
 - (i) Any and all moneys (collectively, "**Cap Payments**") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty ("**Cap Provider**").
 - (ii) All rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, existing or arising after the date this financing statement is recorded or filed.
 - (iii) All rights, liens and security interests or guarantees existing or following the date this financing statement is recorded, granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment.
 - (iv) All documents, writings, books, files, records and other documents arising from or relating to any of the items listed in items 14(i) through (iii), whether existing now or created after the date this financing statement is recorded or filed.
 - (v) All cash and non-cash proceeds and products of any of the items listed in items 14(i) through (iv).
- (15) Reserved.
- (16) All other assets of Debtor, whether now owned or acquired after the date this financing statement is recorded or filed.

- (17) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

SCHEDULE I
DEBTOR-OWNED HOMES

NONE

Debtor-Owned Home # :

Location in MHC:

- Home Site / Lot Number:
- Street Address:
- City / County:
- State and Zip Code:

Model Type and Description:

- Year:
- Manufacturer's Certificate of Origin Date:
- Manufacturer's Name:
- Model Name and Number:
- Serial Number (Manufacturer's):
- Length and Width:
- New or Used:

Certificate of Title Information:

- Certificate of Title Issued (Y/N):
- Certificate of Title Number:
- State of Issuance:
- Certificate of Title Attached (Y/N) (original/copy):

EXHIBIT A

Legal Description

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 27, inclusive, Block 2;
Lots 1 through 68, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 97, inclusive, Block 7;
Lots 1 through 39, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;
Tracts A through Z and Tract AA,
Riverdale Park Subdivision,
according to the plat recorded April 15, 1986 in File 16 at Map No. 419, and revised in Affidavit
of Correction recorded August 22, 1986 in Book 3192 at Page 692,
County of Adams,
State of Colorado.

Recorded AUG 21 1984 at 9:45 O'clock 4 M.

BOOK 2908 PG 998

Reception No. 523343 WILLIAM SONOL, Recorder
EXTRATERRITORIAL WATER AND SEWER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of

July, 1984, by and between Gregory W. Kent

_____, referred to herein as "Owner," and THE CITY OF
THORNTON, acting by and through its Utilities Board, hereinafter referred
to as the "Board,"

WITNESSETH:

WHEREAS, the Board has previously adopted a policy relating to the
furnishing of water and sewer utility service to areas located outside the
presently existing municipal boundaries of the City of Thornton, and

WHEREAS, Owner holds title to certain properties located outside the
present municipal boundaries of the City of Thornton, and

WHEREAS, Owner is desirous of obtaining water and sewer utility ser-
vice from the Board for said properties, which are generally identified as
follows:

South 70 acres of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 18, Township 2 South, Range 67

West of the 6th P. M., County of Adams, State of Colorado

_____, which parcel is more specifically
described on Exhibit "A" attached and incorporated by reference, and

WHEREAS, Owner is further the owner of the following described water
rights, which will be conveyed to the Board pursuant to this Agreement:

All rights in and to any underground water whether tributary, non-tributary or developed, appurtenant to the herein described property and

1. N/A

2.

3.

WHEREAS, the Board is willing to extend utility service to the above described properties pursuant to that certain agreement for utility services, a copy of which is attached hereto as Exhibit "B", incorporated herein and made a part hereof, and

WHEREAS, the Board as a condition precedent to such service requires that Owner agrees to form or to join an existing legal entity of perpetual duration (hereinafter referred to as "Contracting Entity"), with which entity the Board will contract for the furnishing of the water and sewer utility services to the above described properties, pursuant to Exhibit "B" attached, and

WHEREAS, Owner is willing to either form a Contracting Entity or annex the properties herein described to a legal entity of perpetual duration, and

WHEREAS, in order to accomplish the above described desires of Owner and the Board, Owner is willing to exchange his water rights for the

Board's provision of water service in the form of residential taps to be utilized on the properties above described, which water taps shall by right be granted in perpetuity to Owner or his representatives, heirs and assigns. NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

OWNER SHALL:

1. Within three years from the date of execution of this Agreement, Owner shall either

A. Annex the properties above described into an existing Contracting Entity as required by the Board, which is a party to an agreement with the Board conforming to the provisions of Exhibit "B" hereto, or

B. Complete formation of a legal entity (Contracting Entity) of perpetual duration, subject to prior approval of the Board encompassing the properties described above. Said legal entity may be a water and sanitation district organized under C.R.S. 1973 §32-4-101, et seq., or other special district having water and sanitation powers, or a Colorado corporation organized for the purpose of providing water and sewer service to the properties herein described. In the event a corporation is formed, said corporation shall be the Contracting Entity for Exhibit "B" only upon such conditions as are satisfactory to the Board, including a personal guaranty from Owner(s) herein identified.

No water or sewer service shall be provided by the Board hereunder until completion of all proceedings for formation of the Contracting Entity

or annexation into an existing Contracting Entity.

2. Upon creation of a Contracting Entity, Owner shall cause said entity to enter into an agreement with the Board pursuant to the terms and conditions of that contract attached hereto as Exhibit "B" for the furnishing of utility service to the area encompassed by said entity. In the event of any conflict between the terms hereof and Exhibit "B", the terms hereof shall apply.

3. Immediately upon execution of this Agreement, or as soon as legally possible, Owner shall

A. Assign to the Board all voting rights to any water stock transferred pursuant hereto, upon the forms attached hereto as Exhibit "C", and

B. Shall allow the Board total use of the water yield derived from said water rights. Procedure for conveyance of said water rights is addressed in an escrow agreement executed concurrently herewith.

4. Residential densities shall not exceed in each zoning district granted by the County of Adams, the following densities expressed in dwelling units per acre:

R-1	6	
R-2	8	
R-3	11	where contiguous to the City and 17 where not contiguous
R-4	24	but in no event within 500 feet of the boundaries of the City unless contiguous to similarly zoned property with the City

5. Plans submitted to Adams County for consideration to rezone or subdivide the subject properties by Owner shall also be delivered to the City Council of the City of Thornton for review, comment and recommendation at the same time as submitted to the County.

6. Under the provisions of C.R.S. 1973 §13-12-121, as amended, or whatever statutory annexation procedures are in effect, Owner shall apply for or consent to the annexation of the properties to be supplied with services under this Agreement, to the City of Thornton, at such future date as deemed to be appropriate by the City Council of the City of Thornton, as the properties described herein or any noncontiguous and separate parcel included within said description becomes available for annexation under the laws of the State of Colorado. Under no circumstances shall the properties be annexed to another municipality or incorporated as a separate municipality without the written permission of the City of Thornton. This agreement to annex or any other provision of the agreement shall be enforceable by an action for specific performance filed in the District Court of Adams County. The parties hereto agree that any monetary damages, which might be available hereunder, shall not be considered sufficient in law that the uniqueness of this Agreement, which the parties hereby consent not to challenge, shall provide either party with the right to seek specific performance of the terms of this Agreement against the other. The party against whom specific performance is sought hereby agrees that any remedy at law is insufficient and further agrees that it has and hereby does waive any and all rights it has or may have to challenge the availability of specific performance as against the other party. A memorandum of this agreement to annex shall be recorded in the Office of the Clerk and Recorder of Adams County and shall constitute notice of this agreement to all persons not parties hereto. Following any such annexation, Owner shall immediately initiate and diligently pursue all procedures necessary to

dissolve any corporate entity or special district inherent in the service contract or to detach the annexed property from any special district, so long as the City of Thornton agrees to provide all municipal services being offered by such special district and agrees to proceed with the completion of the service plan for any improvements specified therein, under the provisions of the Special District Act, C.R.S. 1973 §32-2-202 to §32-1-1307, as amended.

BOARD SHALL:

7. Upon the formation of a Contracting Entity encompassing the properties referred to above, enter into a contract, a copy of which is attached hereto as Exhibit "B", incorporated herein and made a part hereof, with said Contracting Entity.

8. Grant to the Contracting Entity upon its formation, the following:

A. The absolute right to acquire — water and sewer taps, or such other taps as are mathematically equivalent in terms of capacity (as computed at the time this Agreement is executed) upon payment of the capital development and sewer development charges and tapping charges, or subsequent similar fee which may be attributable to the right to obtain water service. In the event a tap allocation program is instituted by the Board, the number of taps above provided shall be included within the allocation to the property described herein.

Taps may not be allocated by Owner or the Contracting Entity to properties other than those subject to this Agreement or which may be incorporated into the Contracting Entity.

B. Owner shall have the right to acquire additional water and sewer taps beyond those specified above, upon payment of the charges current at the time of application, pursuant to such limitations as the Board may impose under the service contract attached hereto as Exhibit "B".

9. Covenant Running with the Land. This Agreement and all covenants herein appearing touch and concern the real property herein described and shall be deemed to be covenants running with said land, and shall be binding upon the inure to the benefit of the heirs, successors and assigns of the parties hereto.

10. This Agreement shall be subject to the approval of the Board and the City Council of the City of Thornton, Colorado.

11. This Agreement is subject to the Charter of the City of Thornton; and if any inconsistencies arise, the Charter shall govern.

12. This Agreement shall continue in full force and effect for so long as the Board or a successor entity is in the business of providing water and/or sewer utility service.

13. The venue for any dispute hereunder shall be the District Court in and for the County of Adams, State of Colorado, and in the event of failure to comply with this paragraph, the instituting party's filing shall be subject to dismissal and reasonable attorney's fees shall be paid to the defending party.

14. Owner or Contracting Entity shall receive actual utility service by the construction, at its expense, of the necessary facilities including

pipelines, pump stations and appurtenant facilities); or Owner or Contracting Entity may elect to tap into existing facilities previously constructed by another owner or Contracting Entity; provided, however:

A. Owner or Contracting Entity, which has built and paid for the facilities being tapped into, shall be entitled to recover a portion of the cost thereof pursuant to rules and regulations as adopted from time to time by the Board and City Council of the City of Thornton, Colorado, to be known as "Main Extension Refund Policies," and

B. The "Main Extension Refund Policies" shall also provide for limitation on tapping into existing facilities so as not to unreasonably interfere with the ability of Owner or Contracting Entity which built the facilities to receive their utility service, and

C. The Board's Main Extension Refund Policy applicable to the property described on Exhibit "A" is incorporated in the agreements attached hereto as Exhibits "C" and "D", which exhibits are incorporated by reference herein.

OWNER:

BY 

BY _____

BY _____

BY _____

STATE OF COLORADO

COUNTY OF Lincoln

SS

BOOK 2908 PG 1006

The above and foregoing signature(s) of Gregory W. Kent

was subscribed and sworn to before me this 21 day of June

1984.

WITNESS my hand and official seal. My commission expires 3/14/87

Jana S. Sledge
Notary Public

Address: 10730 E. Bethany
Aurora CO 80014

Telephone: 695-1111

ATTEST:

BY Darryl A. Vincent
City Clerk

THE CITY OF THORNTON

BY Margaret W. Carpenter
Mayor

THE CITY OF THORNTON, acting by and
through its Utilities Board

ATTEST:

BY Blachenko

BY Wesley W. Brown

APPROVED:

BY William F. Witter
Utilities Director

BY Robert A. Burt
Utilities Attorney

MASTER METERING AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of July, 1984, by and between the CITY OF THORNTON, acting by and through its Utilities Board (hereinafter referred to as "Board") and GREGORY KENT (hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer has simultaneously with the execution of this Agreement, entered into an Extraterritorial Water & Sewer Service Agreement with the City of Thornton, and

WHEREAS, Developer wishes to install a master meter to serve the development to be provided with water and sewer service under said agreement, and

WHEREAS, a master metering policy is being considered by the Board, but has yet to be finalized; however, in order to prevent undue delay in the provision of water and sewer service to Developer's property, the Board is willing to allow the installation of a master meter to serve Developer's property upon the terms and conditions herein appearing.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND AGREEMENTS HEREIN APPEARING, THE PARTIES AGREE AS FOLLOWS:

1. Type of Development. Developer proposes to construct modular housing upon the property described on Exhibit "A" attached hereto. Such development is well adapted to the use of master metering of water service, as opposed to individual metering of each unit. A master metered connection will be allowed by the Board to serve the said property, upon the conditions herein set forth.
2. Internal Distribution System. The internal water distribution system for the development shall be a closed system. The system shall be constructed in accordance with Utilities Department specifications and inspected by Utilities Department inspectors. The system shall be constructed by, and upon completion shall be the sole property of, Developer, except as otherwise provided herein.
3. Metering. Developer shall install a meter vault, which shall include two meters. One meter shall be exclusively for domestic use and shall be sized to accommodate anticipated domestic water requirements for the development. A second connection to the property shall be sized for fire protection and shall also be metered.

Master Meters. Developer shall purchase and install the required master meters; however, said master meters shall be owned by the Board.

4. Maintenance. Developer shall enter into a contract with the Board providing for maintenance of the internal distribution system by Board forces. Said agreement shall provide that Developer shall be charged on a time and materials basis for the service provided by the Board. The standard form of agreement utilized by the Board for contract maintenance of private distribution systems is attached to this Agreement and incorporated herein by reference, and said format shall constitute the basis for the maintenance agreement between Developer and the Board hereunder.

5. Individual Metering. In connection with construction of the internal distribution system, Developer shall install meter pits and jumpers at each service connection within the development.

6. Water Quality. The Board shall be responsible for the quality of water provided to the development only to the point of installation of the master meter.

7. Development Fees. All fees and charges for new water service installations, including but not limited to water resource charges, water connection charges, and water tap fees as identified in Thornton City Ordinances now or hereafter in effect shall be calculated upon the size of the meter installed for domestic use. No such fees shall be assessed to the metered fire flow connection.

8. Conversion to Individual Taps and Meters. In the event the development served through the contemplated master meter connection is converted into a subdivision in which individual spaces or parcels of property within the development are to be sold and owned in fee by individuals other than Developer, each individual lot so converted shall have a separate private service connection and meter. All internal distribution system facilities shall, at the time of such conversion, be conveyed by general warranty deed or bill of sale to the City of Thornton, at such time as the facilities have been inspected by Utilities Department staff and found to be in compliance with Utilities Department standards and specifications. If as a result of such inspection it is determined that modifications to meter vaults or any other facilities within the internal distribution system are necessary in order to place such facilities in compliance with Utilities Department standards and specifications, such modifications or improvements shall be completed at the sole cost and expense of Developer.

9. Tap Fees upon Conversion to Individual Ownerships. In the event the development contemplated by Developer at the time of execution of this Agreement is converted to individual ownerships as above described, Developer shall pay to the Board all water resource charges, water connection charges, water tap fees, and similar development charges as specified by Thornton City Ordinance in effect at the time application for individual taps is made; provided that Developer shall be given a credit

for the then effective water resource charges, water connection charges, water tap fees, or other development charges in the amount of such fees as provided by Thornton City Ordinance for a master meter connection of the size to be constructed pursuant to this Agreement. Such credit shall be available only upon the conversion here contemplated (i.e., there shall be no change in the use of water upon the property described on Exhibit "A").

10. Conversion Involving Different Use. In the event the development upon the property described on Exhibit "A" is converted to any use other than the use existing at the time of the initial master metered connection, individual metering and service lines shall be required within the development. All water resource charges, water connection charges, water tap fees, or other development charges identified in Thornton City Ordinances at the time of such conversion shall be assessed on an individual metered tap basis; provided, however, that Developer shall be allowed a credit against such fees in the amount of the water resource charges, water connection charges, water tap fees, and other development charges paid by Developer for the metered connection installed pursuant to this Agreement, which fees shall not be adjusted to the date of conversion.

11. This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto. A copy hereof shall be recorded in the office of the Adams County Clerk & Recorder, and shall constitute a covenant running with the land described on Exhibit "A" attached hereto.

12. Assignability. Developer shall not assign any of its interest or obligations under this Agreement without the prior written consent of the Board, which consent shall not be unreasonably withheld. Any proposed assignment by Developer to a homeowner's association shall be allowed only upon the following conditions: (a) the association is incorporated under Colorado law and which shall have the power, through articles of incorporation and by declaration of protective covenants, to assess properties within the development for the purpose of defraying the cost of ownership, operation, and maintenance, including replacement, of the internal water distribution system; (b) said association shall have the power to place liens upon properties within the development to secure payment of such assessments; and (c) said homeowner's association shall be obligated to maintain, through assessments, a reserve in an amount deemed adequate by the City of Thornton to assure prompt payment of all billings for labor and materials provided by the Board pursuant to any maintenance agreement which may be entered into pursuant to the terms of this Agreement.

13. Charter Compliance. This Agreement is made and entered into subject and conformable to the Charter of the City of Thornton. To the extent any provision hereof

is in conflict therewith, said provision shall be deemed to be deleted herefrom; provided, however, that the remaining terms of this Agreement shall remain in full force and effect.

14. Venue. Venue for any dispute under this Agreement shall lie in the District Court in and for the County of Adams, State of Colorado.



ATTEST:

BY Nancy A. Vincent
City Clerk

THE CITY OF THORNTON

BY Margaret W. Carpenter
Margaret Carpenter, Mayor

ATTEST:

BY Jackenko
Secretary

BY Wesley Brown
Wesley Brown, Chairman
Utilities Board

STATE OF COLORADO)
) ss
COUNTY OF _____)

The above signatures of Nancy A. Vincent, Margaret Carpenter, Jackenko, and Wesley Brown, being the City Clerk, the Mayor, the Utilities Board Secretary, and the Chairman of the Utilities Board of the City of Thornton, respectively, were acknowledged before me this 9th day of July, 1984.

WITNESS my hand and official seal. My commission expires May 10, 1988.



Betty A. Duncan
Notary Public

Address: 9500 Civic Center Dr
Thornton, Co

Telephone: 452-1101

APPROVED:

William F. [Signature]
Utilities Director

[Signature]
Utilities Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

BOOK 2908 PG 1011

DEVELOPER:

BY *Gregory Kent*
Gregory Kent

STATE OF COLORADO)

COUNTY OF *Crapahoe*) ss

The above signature of GREGORY KENT was acknowledged before me this *21* day of *June*, 1984.

WITNESS my hand and official seal. My commission expires *3/14/87*.



Teresa Stevens
Notary Public

Address: *10730 E. Bethany Dr.*
Aurora, Co 80014

Telephone: *695-1111*

ORDINANCE NO.: 1372
INTRODUCED BY: Reeser

C.D. No. 84-292

AN ORDINANCE APPROVING THE EXTRATERRITORIAL WATER AND SEWER SERVICE AGREEMENT AND THE MASTER METERING AGREEMENT, BOTH BETWEEN GREGORY W. KENT AND THE CITY OF THORNTON, ACTING BY AND THROUGH ITS UTILITIES BOARD, AND PROVIDING FOR FURTHER DETAILS IN RELATION THERETO.

WHEREAS, the Utilities Board has previously adopted a policy related to the furnishing of water and sewer utility service to areas located outside the presently existing municipal boundaries of the City of Thornton; and

WHEREAS, Gregory W. Kent is the Owner of certain properties located outside the present municipal boundaries of the City of Thornton; and

WHEREAS, the Owner is desirous of obtaining utility service consisting of both water and sewer service to property located outside the present municipal boundaries of the City of Thornton; and

WHEREAS, the Owner is desirous of receiving water service through a master meter to service the intended use of the property; and

WHEREAS, the Board has recommended approval of a contract to accommodate this request; and

WHEREAS, the Utilities Board has recommended approval of this Extraterritorial Water and Sewer Service Contract to the City Council of the City of Thornton.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. That the Extraterritorial Water and Sewer Service Agreement by and between Gregory W. Kent and the City of Thornton, acting by and through its Utilities Board, and the Master Metering Agreement by and between the same parties, are hereby ratified and approved and that the Mayor is hereby authorized to execute these agreements for the provision of water and sewer service and approval of a master meter.

2. That these agreements as executed and referenced herein shall be recorded with the County Clerk of Adams County, Colorado.

INTRODUCED, READ, PASSED on first reading, ordered posted in full and title ordered published at a regular meeting of the City Council of the City of Thornton, Colorado, this 25th day of June, A.D., 1984.

CITY OF THORNTON, COLORADO

Margaret W. Carpenter
Margaret W. Carpenter, Mayor

ATTEST:

Nancy A. Vincent, City Clerk

PASSED AND ADOPTED on second and final reading this 9th day of
July, A.D., 1984.

CITY OF THORNTON, COLORADO

Margaret W. Carpenter
Margaret W. Carpenter, Mayor

ATTEST:

Nancy A. Vincent, City Clerk

THIS ORDINANCE IS ON FILE IN THE CITY CLERK'S OFFICE FOR PUBLIC INSPECTION.

APPROVED AS TO LEGAL FORM:

John M. Bligh
John M. Bligh, City Attorney

PUBLICATION:

Post in six (6) public places for ten (10) days after first and second
reading. Published in the Northglenn-Thornton Sentinel on June 28, 1984
and on July 12, 1984.

ATTEST:

Nancy A. Vincent, City Clerk

PASSED AND ADOPTED on second and final reading this 9th day of
July, A.D., 1984.

CITY OF THORNTON, COLORADO

Margaret W. Carpenter
Margaret W. Carpenter, Mayor

ATTEST:

Nancy A. Vincent, City Clerk

THIS ORDINANCE IS ON FILE IN THE CITY CLERK'S OFFICE FOR PUBLIC INSPECTION.

APPROVED AS TO LEGAL FORM:

John M. Blish
John M. Blish, City Attorney

PUBLICATION:

Post in six (6) public places for ten (10) days after first and second
reading. Published in the Northglenn-Thornton Sentinel on June 28, 1984
and on July 12, 1984.

8660843

WILLIAM SOKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.

DUPLICATE ORIGINAL

1 OF 3

660843

JUL 7 8 00 AM '86

BOOK 3166 PAGE 978

AMENDMENT TO MASTER METERING AGREEMENT

THIS AMENDMENT is made and entered into this 10th day of June 1986, by and between the City of Thornton, acting by and through its Utilities Board, herein after referred to as "Board" and North County General Partnership, herein after referred to as "North County",

WITNESSETH:

WHEREAS, North County is the successor in interest to Gregory Kent to that certain master metering agreement dated July 9, 1984, recorded at Book 2908, Page 1007, in the Office of the Adams County Clerk and Recorder, and

WHEREAS, North County has requested certain modifications in the said agreement which modifications are to the mutual benefit of the parties, and

WHEREAS, it is the intent of the parties that this amendment shall supersede the July 9, 1984, Master Metering Agreement to the extent of any inconsistency or contradiction between said prior agreement and this document provided that all other terms and conditions appearing in the July 9, 1984, agreement shall remain in full force and effect.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND COVENANTS HEREIN APPEARING, THE PARTIES AGREE AS FOLLOWS:

1. Waiver of Master Meter. North County proposes to construct a mobile home park on the property described on Exhibit "A" attached hereto. North County hereby waives and relinquishes any right to installation of a master meter for the water service to the said mobile home park, which right may have existed under the July 9, 1984, contract. North County shall install individual meters at each mobile home site in accordance with the terms of this amendment.

2. Construction of water and sewer system. The water distribution system for the mobile home development and the sanitary sewer collection system for the said development shall be constructed in accordance with Utilities Department specifications, rules and regulations, and shall be inspected by Utilities Department Inspectors. Upon completion of the said systems and prior to initiation of the one year warranty period, North County shall convey by warranty deed all water and sewer facilities so constructed to the Board. During the one year warranty period following conveyance, North County shall be fully responsible for all maintenance and repair costs associated with the water and sewer facilities. Upon completion of the one year warranty period, City shall thereupon accept and assume responsibility for all operation, maintenance, repair and replacement of the said facilities.

3. Metering. North County shall meter each mobile home site as platted within the property described on Exhibit "A". Notwithstanding the installation of individual meters within the development, the Board will look to both the occupants of individual mobile home sites and North County or its successor in interest, including any homeowners association which may be formed by North County, for payment of any and all water and/or sewer charges. The Board reserves the right to terminate water and/or

660843

DUPLICATE ORIGINAL

1 OF 3

WILLIAM SOKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.

660843

JUL 7 8 00 AM '86

BOOK 3166 PAGE 978

AMENDMENT TO MASTER METERING AGREEMENT

THIS AMENDMENT is made and entered into this 10th day of JUNE 1986, by and between the City of Thornton, acting by and through its Utilities Board, herein after referred to as "Board" and North County General Partnership, herein after referred to as "North County",

WITNESSETH:

WHEREAS, North County is the successor in interest to Gregory Kent to that certain master metering agreement dated July 9, 1984, recorded at Book 2908, Page 1007, in the Office of the Adams County Clerk and Recorder, and

WHEREAS, North County has requested certain modifications in the said agreement which modifications are to the mutual benefit of the parties, and

WHEREAS, it is the intent of the parties that this amendment shall supersede the July 9, 1984, Master Metering Agreement to the extent of any inconsistency or contradiction between said prior agreement and this document provided that all other terms and conditions appearing in the July 9, 1984, agreement shall remain in full force and effect.

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2. Construction of water and sewer system. The water distribution system for the mobile home development and the sanitary sewer collection system for the said development shall be constructed in accordance with Utilities Department specifications, rules and regulations, and shall be inspected by Utilities Department Inspectors. Upon completion of the said systems and prior to initiation of the one year warranty period, North County shall convey by warranty deed all water and sewer facilities so constructed to the Board. During the one year warranty period following conveyance, North County shall be fully responsible for all maintenance and repair costs associated with the water and sewer facilities. Upon completion of the one year warranty period, City shall thereupon accept and assume responsibility for all operation, maintenance, repair and replacement of the said facilities.

3. Metering. North County shall meter each mobile home site as platted within the property described on Exhibit "A". Notwithstanding the installation of individual meters within the development, the Board will look to both the occupants of individual mobile home sites and North County or its successor in interest, including any homeowners association which may be formed by North County, for payment of any and all water and/or sewer charges. The Board reserves the right to terminate water and/or

sewer service to any individual mobile home site or to the entire development in the event of non-payment of water and/or sewer service charges to any site within the development.

4. Development fees. Notwithstanding the fact that individual meters are to be installed within the development, no individual water connection or water resource charge fees shall be due and payable for each such meter. North County shall pay a lump sum water connection and water resource charge for all individual meters within the development, said charge to be the amount specified by Thornton City Ordinance for commercial/industrial charges for a four-inch master meter, to be calculated at the time of payment. It is understood and agreed that the four-inch sizing for the master meter is predicated upon a maximum of 425 mobile home spaces or connections within the mobile home park, plus connections for two recreational facilities. In the event the number of mobile home spaces or connections to be served within the mobile home park shall be increased beyond 425, the master meter sizing upon which all fees and charges herein established are predicated, may be adjusted, said sizing to rest in the sound discretion of the Utilities Department. All fees and charges to be paid pursuant to this agreement shall be modified accordingly.

Notwithstanding the lump sum payment of water connection and water resource charges calculated on the basis of commercial/industrial charges for a four-inch master meter, meter and construction water fees as specified by Thornton City Ordinance as amended from time to time, shall be paid for each individual meter to be installed within the development. The sum total of all such fees shall be paid to the Board before installation of the first meter. Physical tapping charges shall be paid before taps are made by City of Thornton representatives.

5. Sewer connection fees. The City of Thornton sewer connection fee as provided by Thornton Ordinance in effect from time to time, shall be paid at the time the water meter is set for each individual connection to the water system within the development. The Metropolitan Denver Sewage Disposal District tap fee as established from time to time shall be paid simultaneously.

6. Fire flow. No separate line shall be installed for fire flow.

7. Tap fees upon conversion of mobile home sites to individual ownership. In the event the mobile home sites contemplated at the time of execution of this agreement are converted to individual ownerships (i.e. individual spaces or parcels of property within the development are to be sold and owned in fee by individuals other than North County) before any conveyance of fee ownership to any mobile home site within the development described on Exhibit "A" shall be undertaken, North County shall pay to the Board all water resource charges, water connection charges, or other similar development charges specified by Thornton City Ordinance for each single family residential tap in the mobile home park at the time of the proposed conveyance, notwithstanding any other provision of this agreement, provided that North County shall be given a credit for the water resource charges, water connection charges, water tap fees, and other water development charges in effect at the time of the proposed conveyance, said credit to be the fees and charges as established by Thornton City Ordinance for a four-inch master meter connection. The entire amount of such single family residential water resource charges, water connection charges, water tap fees and other development charges for all mobile home sites within the development as so

determined, shall become due and payable immediately upon conveyance of fee title to any mobile home site.

8. This agreement is binding upon the heirs, successors, and assigns of the parties hereto. A copy hereof shall be recorded in the Office of the Adams County Clerk and Recorder and shall constitute a covenant running with the land described on Exhibit "A" attached hereto.

9. Assignability. Developer shall not assign any of its interest or obligations under this Agreement without the prior written consent of the Board, which consent shall not be unreasonably withheld. Any proposed assignment by Developer to a homeowner's association shall be allowed only upon the following conditions: (a) the association is incorporated under Colorado law and which shall have the power, through articles of incorporation and by declaration of protective covenants, to assess properties within the development; (b) said association shall have the power to place liens upon properties within the development to secure payment of such assessments; and (c) said homeowner's association shall be obligated to maintain, through assessments, a reserve in an amount deemed adequate by the City of Thornton to assure prompt payment of all billings for water and sewer service to the mobile home park.

10. Charter compliance. This Agreement is made and entered into subject and conformable to the Charter of the City of Thornton. To the extent any provision hereof is in conflict therewith, said provision shall be deemed to be deleted herefrom; provided, however, that the remaining terms of this Agreement shall remain in full force and effect.

11. Venue. Venue for any dispute under this Agreement shall lie in the District Court in and for the County of Adams, State of Colorado.

ATTEST:

BY: [Signature]
City Clerk

ATTEST:

BY:

[Signature]
Secretary

THE CITY OF THORNTON

BY:

[Signature]
Margaret W. Carpenter, Mayor

APPROVED BY THORNTON

CITY COUNCIL ON 6/9/86

BY: Resolution # 86-180

BY:

[Signature]
Leonard Boulas, Chairman
Utilities Board

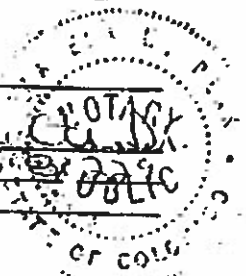
STATE OF COLORADO

COUNTY OF Adams) ss
)

The above signatures of Nancy A. Vincent, Margaret W. Carpenter, Karren Werft, and Leonard Boulas, being the City Clerk, the Mayor, the Utilities Board Secretary, and the Chairman of the Utilities Board of the City of Thornton, respectively, were acknowledged before me this 10th day of June, 1986.

WITNESS my hand and official seal. My commission expires 7-30-86.

Pamela J. Baty
Notary Public
Address: 9500 Civic Center Dr.
Thornton CO 80229
Telephone: 538-7325



APPROVED:

[Signature]
Utilities Director

[Signature]
Utilities Attorney

DEVELOPER:

BY:

[Signature]
North County

STATE OF COLORADO

COUNTY OF Adams) ss
)

The above signature of Russell Brown was acknowledged before me this 2 day of June, 1986.

WITNESS my hand and official seal. My commission expires 9-17-89.

Luanth Miller
Notary Public

Address:

Telephone:

9500 Civic Center Dr.
Thornton Co 80229
538-7315

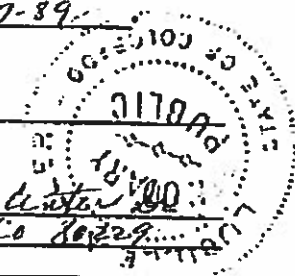


EXHIBIT A

A part of the S 1/2 SE 1/4 of Section 18, T2S, R67W of the 6th P.M., County of Adams, State of Colorado, being more particularly described as follows:

Beginning at the SW corner of the S 1/2 SE 1/4 of Section 18, said corner being a No. 4 Rebar; thence N 88°20'45" E, on an assumed bearing, along the South line of said S 1/2 SE 1/4, a distance of 30.00 feet to a point on the R.O.W. line of Riverdale Road, as described in Adams County Road Petition No. 68, established March 2, 1886, Page 347, Book 1, said point also being the True Point of Beginning; thence N 88°20'45" E continuing along said South line, a distance of 2615.02 feet to the SE corner of said S 1/2 SE 1/4 said corner being No. 3 Rebar; thence N 00°43'02" W along the East line of said S 1/2 SE 1/4, a distance of 1153.44 feet to a point; thence S 88°20'45" W along a line parallel with the South line of said S 1/2 SE 1/4, a distance of 2612.81 feet to a point on said East R.O.W. line of Riverdale Road; thence S 00°36'27" E along said East R.O.W. line, a distance of 1153.49 feet to the True Point of Beginning,

County of Adams,
State of Colorado.

WILLIAM SKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.
JUL 7 8 00 AM '95

3660843

AMENDMENT TO
COLLATERAL ASSIGNMENT OF EXTRATERRITORIAL
WATER AND SEWER SERVICE AGREEMENT

BOOK 3816 PAGE 522

01022973

THIS AMENDMENT TO COLLATERAL ASSIGNMENT is made the 1st day of August, 1991, by and between NORTH COUNTY, a Colorado general partnership (the "Borrower") and WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED, a Colorado corporation (the "Lender").

RECITALS

A. Lender and Borrower are parties to that certain Collateral Assignment of Extraterritorial Water and Sewer Service Agreement dated December 19, 1985 (the "Assignment").

B. Under the Assignment, Borrower collaterally assigned to Lender all of its right, title and interest in and to that certain Extraterritorial Water and Sewer Service Agreement dated July 9, 1984 and that certain Master Metering Agreement dated July 9, 1984 between Lender's predecessor in interest and the City of Thornton as more particularly described therein (collectively, the "Agreements").

C. The Assignment was executed in connection with a loan by Lender to Borrower secured by a Deed of Trust (the "Released Deed of Trust") encumbering certain real property located in Adams County, Colorado described therein (the "Property"). The Property was platted and is now described as set forth on Exhibit A attached hereto.

D. Subsequent to the Assignment, the Agreements were modified by that certain Amendment to Master Metering Agreement (the "Amendment") between Borrower and the City of Thornton recorded July 7, 1986 in Book 3166 at Page 978 in the records of Adams County, Colorado. All references herein to the Agreement shall be deemed to refer to the Agreements, as amended by the Amendment.

E. Lender has or is now releasing the Released Deed of Trust and Borrower has or is executing for Lender's benefit a new Deed of Trust (the "New Deed of Trust") encumbering the Property in lieu thereof securing a promissory note (the "New Note") in the principal amount of \$3,000,000.00 (the "New Loan").

F. Lender and Borrower desire to amend the Assignment to reflect their Agreement that the Assignment shall remain in full force and effect as security for the New Loan.

NOW, THEREFORE, in order to induce Lender to make the New Loan and for other good and valuable consideration, the receipt

741JYS:rg 06/13/91

and sufficiency of which is hereby acknowledged, the Borrower hereby covenants and agrees as follows:

1. Borrower hereby reconfirms the assignment of all of its right, title, and interest in and to the Agreements, as amended, to Lender on all of the terms and conditions set forth in the Assignment as security for the New Loan and all references in the Assignment to the Agreement shall be deemed to refer to the Agreements, as amended by the Amendment.

2. Borrower hereby acknowledges that the New Loan shall be deemed an extension or renewal of the loan secured by the Released Deed of Trust, and all references in the Assignment to the Loan, Note, Deed of Trust and Loan Documents are hereby amended and shall be deemed to refer to the New Loan, New Note, New Deed of Trust and the Loan Documents as defined in the New Deed of Trust, respectively.

3. Borrower hereby reconfirms all of the representations and covenants set forth in the Assignment as if they were made as of the date of this Amendment and fully set forth herein.

4. Notwithstanding anything to the contrary set forth in Paragraph 12 or any other provision of the Assignment, the Assignment as amended by this Amendment shall continue in full force and effect as security for the New Loan until the payment in full of the principal sum and interest on the New Loan secured by the New Note and New Deed of Trust, whereupon the Assignment, as amended hereby, shall become null and void and of no further effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

NORTH COUNTY, a Colorado general partnership

By: 
Kai Zeff, managing general partner

"Borrower"

WELLS FARGO REALTY ADVISORS FUND-
ING, INCORPORATED, a Colorado
corporation

By: Robert N. Slung
Title: Vice-President

By: Joseph R. Konopla
Title: Assistant Secretary

"Lender"

STATE OF COLORADO)
City & COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this
day of August, 1991 by
~~XX VVVVVV XXXX~~ Kal Seft as managing general partner of
North County, a Colorado general partnership.

Witness my hand and official seal.

My commission expires: September 11, 1994

Kathryn M. Schmitt
Notary Public

STATE OF Kans)
COUNTY OF Turno) ss.

The foregoing instrument was acknowledged before me this
day of August, 1991 by Robert N. Slung
as Vice-President and by Joseph R. Konopla as
Assistant Secretary of Wells Fargo Realty Advisors Funding, Incor-
porated, a Colorado corporation.

Witness my hand and official seal.

My commission expires: Sept 29, 1994

Edna Multini
Notary Public

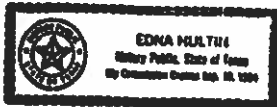


EXHIBIT A

LOTS 1 THRU 31, BLOCK 1, INCLUSIVE,
LOTS 1 THRU 27, BLOCK 2, INCLUSIVE,
LOTS 1 THRU 68, BLOCK 3, INCLUSIVE,
LOTS 1 THRU 32, BLOCK 4, INCLUSIVE,
LOTS 1 THRU 46, BLOCK 5, INCLUSIVE,
LOTS 1 THRU 35, BLOCK 6, INCLUSIVE,
LOTS 1 THRU 97, BLOCK 7, INCLUSIVE,
LOTS 1 THRU 39, BLOCK 8, INCLUSIVE,
LOTS 1 THRU 50, BLOCK 9, INCLUSIVE,

TRACTS A THRU Z AND TRACT AA, RIVERDALE
PARK SUBDIVISION, RECORDED APRIL 15,
1986 IN FILE 16, MAP 419
COUNTY OF ADAMS,
STATE OF COLORADO

741JYS:rg 06/13/91

X

Return To: Comcast MDU/Large Business Group 8000 E. Iliff Avenue Denver, CO 80231

RECORDED AS RECEIVED

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated December 11 2011 by and between Comcast of Colorado VIII, LLC, with an address of, 8000 E Iliff Ave Denver, CO 80231, its successors and assigns, hereinafter referred to as "Grantee" and North County Village Associates, LLC, with an address of c/o Sierra Management, 320 N Park Vista St Anaheim CA 92806 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a Services Agreement dated December 11 2011 pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Adams County, Colorado described as follows:

LEGAL DESCRIPTION:
(See Attached)

9700 Riverdale
North County Village
Thornton, 80229
4374

The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises.

5
2
5


⑤ ①

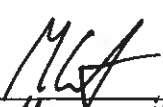
IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

North County Village Associates, LLC



Name: _____

By: 
Name: Michael H. Scott
Title: Managing Member

GRANTEE

ATTEST:

Comcast of Colorado VIII, LLC


Name: Doris Lane

By: 
Name: Richard C. Jennings
Title: Regional Vice President - Cable Management

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On Dec 19, 2011 before me, Patricia H. Magnussen, Notary Public
(Here insert name and title of the officer)

personally appeared Michael H Scott

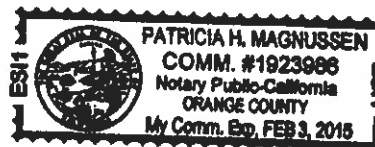
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Patricia H. Magnussen
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant of Easement

(Title or description of attached document)

North County Village

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

4:48 pm

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011
by _____, the _____ of North County
Village Associates, LLC, on behalf of said entity. He/she is personally known to me or has
presented _____ (type of identification) as identification and did/did not take
an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My commission expires: _____


STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 18 day of January, ²⁰¹²~~2011~~
by Richard C. Jennings, the Regional Vice President of Comcast of Colorado VIII, LLC, on
behalf of said entity. He/~~She~~ is personally known to me or has presented
_____ (type of identification) as identification and ~~did~~ did not take an
oath.

Witness my hand and official seal.

My Commission expires: _____




Leigh Bradshaw -Notary Public
(Print Name)

LEGAL DESCRIPTION

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 27, inclusive, Block 2;
Lots 1 through 68, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 97, inclusive, Block 7;
Lots 1 through 39, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;

Tracts A through Z and Tract AA, Riverdale Park Subdivision, according to the plat recorded April 15, 1986 in File 16 at Map No. 419, and revised in Affidavit of Correction recorded August 22, 1986 in Book 3192 at Page 692, County of Adams, State of Colorado.

rect.#: f0007466

RECEPTION NO. 00036316 25.00 BK: 4432 PG: 0634-0638
2LW ROBERT SACK, ADAMS COUNTY, COLORADO 12/01/94 15:20

Recording Requested By and
After Recording, Return To:

Michael E. Pfau, Esq.
c/o Schramm & Raddue
Post Office Box 1260
Santa Barbara, California 93102

(Space above this line for Recorder's use only)

MEMORANDUM OF PURCHASE, FIRST REFUSAL AND OPTION RIGHTS

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned Co-Owners (the "Co-Owners") of the real property described below (the "Property") hereby grant to each other the purchase, first-refusal and option rights described below.

1. **Co-Owners.** The names of the Co-Owners, who are both the grantors and the grantees of the purchase, first-refusal, and option rights, are (a) THE GRAHAM FAMILY TRUST, THE CO-TRUSTEES OF WHICH ARE WAYNE C. GRAHAM and KAY W. GRAHAM, and (b) CARPINTERIA ASSOCIATES, L.P., a California limited partnership.

2. **Property.** The Property that is subject of the purchase, first-refusal, and option rights is that certain parcel of real property, and the improvements situated thereon, which is located at 9700 Riverdale Road, City of Thornton, State of Colorado, a legal description of which is attached hereto as Exhibit A and incorporated herein by this reference.

3. **Description of Rights.** The purchase, first-refusal and option rights are described briefly below, and are described in further detail in that certain Agreement Among Co-Owners (the "Agreement"), executed by the Co-Owners and dated effective on the date on which there is recorded in the Official Records of Sacramento County a grant deed vesting title to the Property in the Co-Owners.

3.1 **Purchase Rights.** Each Co-Owner has agreed that in the event of a dispute between two or more Co-Owners with respect to management of the Property, each Co-Owner may become obligated to purchase or sell its interest in the Property to one or more other Co-Owners pursuant to certain "Bid Procedures" described in the Agreement.

3.2 **First-Refusal Rights.** Each Co-Owner has agreed not to sell or otherwise transfer its interest in the Property to any other person, except (a) a transfer to an "Eligible Transferee", or (b) after first offering each other Co-Owner the first right to purchase such interest, on the terms and conditions described in

the Agreement. The term "Eligible Transferee" means (i) a spouse, lineal descendent or ancestor of the transferring Co-Owner, (ii) any custodian, trustee, or personal representative on the account of such transferring Co-Owner, or his or her spouse or relative, or (iii) a Corporation of which the transferring Co-Owner owns all of the issued and outstanding capital stock.

3.3 Option Rights. Each Co-Owner (a "grantor") has granted to each other Co-Owner the right to purchase the grantor's interest from any successor who may acquire the grantor's interest in the Property in violation of the first-refusal rights of the other Co-Owners (as described above).

4. Duration of Memorandum. Unless there is sooner recorded a supplement to this Memorandum executed by Co-Owners modifying the term of this Memorandum, this Memorandum shall expire on the first date on which there is recorded either (a) a grant deed, conveying the entire interest in the Property to one (1) of the Co-Owners or to one other person, or (b) a Declaration executed and acknowledged by the Co-Owners which declares under penalty of perjury that the Agreement has been terminated and that the above-described purchase, first-refusal, and option rights are terminated and of no further force or effect. From and after the earlier such date, this Memorandum shall be of no force or effect against persons who otherwise would be affected by it under Sections 1213 through 1220 of the California Civil Code (as amended from time to time).

IN WITNESS WHEREOF, the Co-Owners have executed this Memorandum on the dates set forth below.

"GRAHAM:"

11-22-94
Date

Wayne C. Graham Co-Trustee
Wayne C. Graham, Co-Trustee of
the Graham Family Trust

Kay W. Graham Co-Trustee
Kay W. Graham, Co-Trustee of
the Graham Family Trust

"CARPINTERIA:"

11-27-94
Date

CARPINTERIA ASSOCIATES, L.P.,
a California limited
partnership

By MHC Investments, Inc., a
California corporation,
its general partner

By [Signature]
Lee Kort, its President

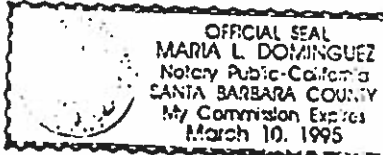
By [Signature]
Michael Scott, Secretary

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On 11/22/94, before me, Maria L. Dominguez,
Notary Public, personally appeared Kay W. Graham Co-Trustee

☐ personally known to me -OR- ☒ 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
authorized signa-
ture(s) on the instru-
ment the person(s), or
the entity upon be-
half of which the
person(s) acted, exe-
cuted the instrument.



WITNESS my hand and
official seal.

Maria L. Dominguez
Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not
require the Notary to fill
in the data below, doing
so may prove invaluable to
persons relying on the
document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

Title(s)

☐ PARTNER(S) ☐ Limited
☐ General

☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:

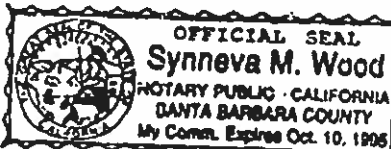
Name of person(s) or
entity(ies):

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On 11-28-94, before me, Synneva M. Wood,
Notary Public, personally appeared Wayne C. Graham

☒ personally known to me -OR- ☐ 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
authorized signa-
ture(s) on the instru-
ment the person(s), or
the entity upon be-
half of which the
person(s) acted, exe-
cuted the instrument.



WITNESS my hand and
official seal.

Synneva M. Wood
Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not
require the Notary to fill
in the data below, doing
so may prove invaluable to
persons relying on the
document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

Title(s)

☐ PARTNER(S) ☐ Limited
☐ General

☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:

Name of person(s) or
entity(ies):

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:
Though the data requested is not
required by law, it could prevent
fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT

NO. OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF OAKLAND)

On 11/29/94
DATE

before me,

Mary King
NAME, TITLE OF OFFICER · E.G., JANE DOE, NOTARY PUBLIC

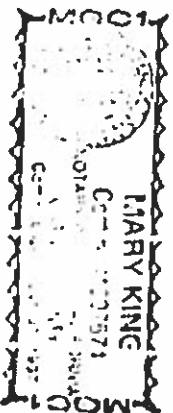
Public Investments,

personally appeared, LEE KORT, President and Michael Scott, Secretary of Inc.,
personally known to me (or 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.

WITNESS my hand and official seal.

Mary King
NOTARY PUBLIC SIGNATURE

(SEAL)



OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____

NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Exhibit A

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 27, inclusive, Block 2;
Lots 1 through 68, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 97, inclusive, Block 7;
Lots 1 through 39, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;
Tracts A through Z and Tract AA,
RIVERDALE PARK SUBDIVISION, according to the plat recorded
April 15, 1986 in File 16 at Map No. 419,

ADAMS COUNTY, COLORADO.

RECEPTION NO. C0049882 30.00 BK: 4461 PG: 0957-0962 2/02/95 11:45
ZLW ROBERT SACK, ADAMS COUNTY, COLORADO

NONDISTURBANCE AGREEMENT

THIS NONDISTURBANCE AGREEMENT (this "Agreement") is made as of the 7th day of November, 1994, between NORTH COUNTY, a Colorado general partnership ("Beneficiary"), and INTERFACE COMMUNICATIONS GROUP, INC., a Colorado corporation ("Operator"), in the following factual context:

Recitals

A. Operator and Beneficiary are parties to that certain Satellite Cable Contract Right of Access Agreement dated August 31, 1988 (the "Access Agreement"), recorded in the official records of the Clerk and Recorder of Adams County, Colorado as Document No. B837264 on September 1, 1988 in Book 3485 at Page 815, concerning a portion of that certain real property located at 9700 Riverdale Road, in Adams County, Colorado, commonly known as North County Village Mobile Home Park, more particularly described therein and which has since been platted and is now described in the attached Exhibit A (the "Premises").

B. Beneficiary has conveyed the Premises to Carpinteria Associates, L.P., a California limited partnership, and The Graham Family Trust (collectively, "Owner"). In connection with Owner's acquisition of the Premises, Owner executed and delivered to Beneficiary a Wraparound Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents dated as of November 25, 1994 (the "Deed of Trust"), encumbering the Premises, and securing a promissory note in the stated face amount of \$4,613,652.79 and a promissory note in the stated face amount of \$700,000.00.

C. Operator and Beneficiary desire to enter into this Agreement, to provide for subordination of the Access Agreement, subject to and upon the terms and conditions set forth herein.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Operator and Beneficiary agree as follows:

1. Access Agreement. Beneficiary consents to and approves the Access Agreement, and agrees that the exercise by Operator of any of the rights, remedies and options contained in the Access Agreement shall not constitute a default under the Deed of Trust.

2. Subordination. Operator agrees that the Access Agreement is and shall be subject and subordinate to the Deed of Trust insofar as it affects the Premises, and to all renewals, modifications, consolidations, replacements and extensions of the

Deed of Trust, to the full extent of the principal sum secured by the Deed of Trust.

3. Nondisturbance. Beneficiary agrees that so long as Operator is not in default under the Access Agreement:

(a) Operator shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of, or enforcement of rights under, the Deed of Trust; provided, that nothing herein shall prevent Beneficiary from giving any notice to Operator required by law in connection with any such foreclosure, or joining Operator as a party in any judicial foreclosure action, so long as no such notice shall terminate or disturb Operator's rights under the Access Agreement;

(b) The use by Operator of the Premises shall not be disturbed, affected or impaired by, nor will the Access Agreement be terminated or otherwise affected by, any default under the Deed of Trust or the exercise or enforcement by Beneficiary of any rights provided in the Deed of Trust, including without limitation any suit or action, any judicial, execution or other sale of the Premises, or any deed given in lieu of foreclosure.

4. Foreclosure. If Beneficiary shall become the owner of the Premises by reason of foreclosure of the Deed of Trust or otherwise, or if the Premises shall be sold as a result of any action or proceeding to foreclose the Deed of Trust, or transfer of ownership by deed given in lieu of foreclosure (the person acquiring title in all such events being referred to as "New Owner"), the Access Agreement shall continue in full force and effect upon all of the same terms, covenants and conditions, without necessity for executing any new access agreement, as a direct agreement between Operator and New Owner as Owner, and in such event:

(a) Operator shall be bound to New Owner under the Access Agreement for the remainder of the term, and Operator hereby agrees to recognize New Owner as Owner under the Access Agreement; and

(b) New Owner shall be bound to Operator under the Access Agreement for the remainder of the term thereof. New Owner shall assume and perform all of the terms, covenants and conditions incumbent upon Owner under the Access Agreement and Operator shall, from and after the date New Owner succeeds to the interest of Owner under the Access Agreement, have the same remedies against such New Owner for the breach of any term, covenant or condition contained in the Access Agreement that Operator might have had under the Access Agreement against Owner, provided, however, that Beneficiary shall not be:

(i) liable for any act or omission of any prior owner (including Owner); or

(ii) subject to any offsets or defenses which Operator might have against any prior owner (including Owner); or

(iii) bound by any modification or amendment of the Access Agreement made without its consent and written approval.

Neither Beneficiary nor any other party who, from time to time, shall be included in the definition of Beneficiary hereunder shall have any liability or responsibility under or pursuant to the terms of this Agreement after it ceases to own a fee interest in or to the Premises.

5. Miscellaneous.

(a) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon and enforceable by the parties and their respective successors and assigns, including subsequent holders of the Deed of Trust.

(b) Default. Notwithstanding the provisions of this Agreement, Owner shall not be estopped from taking such action as may be available to Owner under the terms of the Access Agreement in the event of default by Operator under the Access Agreement.

(c) Entire Agreement. This Agreement contains the entire agreement between the parties relating to this subject and cannot be changed, modified, waived or cancelled except by any agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

(d) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when either personally served or mailed by certified or registered mail, return receipt requested:

To Beneficiary at: North County
950 S. Cherry Street
Suite 1100
Denver, Colorado 80222
Attention: Kal Zeff

To Operator at: Interface Communications Group, Inc.
7490 Clubhouse Road, #103
Boulder, Colorado 80301
Attention: Jeffrey D. Morgan,
President

(e) Attorneys' Fees. If any legal action or other proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of its actual attorneys' fees and disbursements. The phrase

"prevailing party" shall mean the party who receives substantially the relief desired, whether by settlement, dismissal, summary judgment, judgment or otherwise.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(g) Counterparts. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document, and separate pages bearing the original signatures of the parties may be attached to one document to form a single original for recordation and other purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

NORTH COUNTY, a Colorado
general partnership

By: Kal Zeff
Kal Zeff, Managing Partner

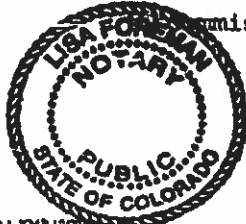
INTERFACE COMMUNICATIONS GROUP.
INC., a Colorado corporation

By: JMDM
Name: Jeffrey S. Moran
Title: President

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of January, 1995 by Kal Zeff, as Managing Partner of NORTH COUNTY, a Colorado general partnership.

Witness my hand and official seal.



My Commission Expires 10/28/1998

Commission expires: October 28 1998

Lisa Foreman
Notary Public

STATE OF COLORADO)

COUNTY OF BOULDER)

ss.

The foregoing instrument was acknowledged before me this
16 day of January, 1995 by ERROL D. MORAN as
President of INTERFACE COMMUNICATIONS GROUP, INC.,
a Colorado corporation.

Witness my hand and official seal.

My commission expires: 16 May 1995

Kathleen Kinkhorst
Notary Public

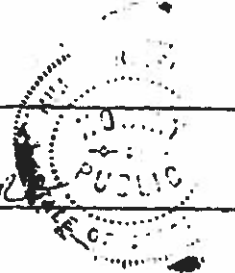


EXHIBIT A

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 27, inclusive, Block 2;
Lots 1 through 68, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 97, inclusive, Block 7;
Lots 1 through 39, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;
Tracts A through Z and Tract AA,
RIVERDALE PARK SUBDIVISION, according to the plat recorded
April 15, 1986 in File 16 at Map No. 419,
ADAMS COUNTY, COLORADO.

RECEPTION NO. C0193202 96.00 BK: 4792 PG: 0350-0368 7/11/96 10:58:24
2LW ROBERT SACK, ADAMS COUNTY, COLORADO

LOAN NO. 960307013

SECURITY AGREEMENT

19
SECURITY AGREEMENT (this "Agreement"), made as of July 10, 1996, by North County Village Associates, LLC, a Colorado limited liability company ("Debtor"), in favor of CB Commercial Mortgage Company, Inc., a California corporation, its successors and assigns ("Secured Party").

W I T N E S S E T H:

WHEREAS, concurrently herewith, Secured Party has extended to Debtor a loan in the principal amount of EIGHT MILLION FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$8,430,000) (the "Loan"), which is evidenced by that certain Promissory Note dated of even date herewith (the "Note"), executed by Debtor and payable to the order of Secured Party in such amount and is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents and Security Agreement (FNMA/FHLMC Uniform Instrument) and Rider thereto, dated of even date herewith, given by Debtor to The Public Trustee for Adams County, Colorado, as trustee, for the benefit of Secured Party (the "Mortgage"), encumbering that certain real property situated in the County of Adams, State of Colorado (the "State"), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Real Estate"); and

WHEREAS, as a condition to making the Loan, Secured Party has required that Debtor grant to Secured Party a security interest with respect to certain property of Debtor, upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the making of the Loan, the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees for the benefit of Secured Party as follows:

1. COLLATERAL: As security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Obligations (as hereinafter defined) and to induce Secured Party to make the Loan, Debtor hereby grants to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following property now or hereafter located on or relating to the Real Estate, whether presently owned or hereafter acquired (collectively, the "Collateral"):

(a) All improvements and mobile homes/manufactured homes described on Exhibit C and all buildings and other structures now or hereafter situated on the Real Estate (collectively, the "Improvements"; the Real Estate and the Improvements, collectively, the "Property");

(b) All goods, personalty, fixtures, appliances, inventory, carpets, drapes, furniture, furnishings, equipment, machinery and construction materials now or hereafter situated on the Real Estate or used, intended to be used or usable in connection with the operation of the Improvements wherever situated (other than that owned by tenants of space in the Improvements), including, without limitation, those items of personal property described on Exhibit B attached hereto and by this reference incorporated herein and also including without limitation all mobile homes/manufactured homes described on Exhibit C if they are not construed under Colorado to come under the definition of Improvement set forth in this Security Agreement;

(c) All deposits, accounts, accounts receivable, notes, chattel paper and general intangibles of every kind and nature relating in any way to the Property, including, without limitation, all governmental permits, licenses, liquor licenses, certificates, consents and approvals relating to the Property or construction on the Real Estate, and all contracts, instruments, investment property, documents and contract rights, all names by which the Property may be operated or known, all rights to carry on business under any such names, all tradenames, trademarks, trade secrets, copyrights, licenses, patents, patent licenses, trademark licenses and goodwill relating in any way to the Property, and all rights, interest and privileges which Debtor has or may have under any covenants, restrictions or declarations now or hereafter relating to the Property;

(d) All drawings, plans and specifications prepared for construction of any of the Improvements and any and all studies, data, contracts and agreements relating thereto;

(e) All water taps, sewer taps and utility deposits relating to the Property;

(f) All causes of action, claims and compensation of every kind and nature for any damage to or taking of any part of the Property, or for conveyance in lieu thereof, whether direct or consequential, or for any injury, loss or diminution in value of the Property and all proceeds payable in connection therewith;

(g) All reserves, deferred payments, deposits, refunds and payments of every kind and nature in any way relating to the Property or to any of the items of property listed herein;

(h) All policies of insurance covering the Improvements or any of the other items of property listed herein and all proceeds,

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loss payments and premium refunds which may become payable with respect to such insurance policies;

(i) All accounts referred to in Section 4.1(c) of the Mortgage if and when established pursuant to the provisions of said Section 4.1(c);

(j) All deposits received from tenants of space in the Improvements, subject to the rights of such tenants therein, and all rents, issues, profits, revenues, royalties, rights, benefits and income of every nature of and from the Property; and

(k) All additions, renewals, improvements, accessions, and replacements of the items of property listed herein and all articles in substitution therefor, including, without limitation, all cash and non-cash proceeds from the sale or other transfer of any of such items.

2. USE OF COLLATERAL: The Collateral shall be used only for business purposes.

3. OBLIGATIONS: As used herein, the term "Obligations" shall mean, collectively, the following:

(a) All obligations of Debtor or any indemnitor or guarantor under the Loan to Secured Party, direct or indirect, absolute or contingent, now existing or hereafter arising in connection with the Loan, including, but not limited to, the payment, performance and observance of any obligation, term or condition of the following (all of the following documents and instruments, as the same may be amended, consolidated, extended, renewed, modified, restated or replaced from time to time, collectively, the "Loan Documents"):

(1) this Security Agreement;

(2) the Note;

(3) the Mortgage;

(4) that certain Assignment of Leases and Rents and Security Deposits, dated of even date herewith, from Debtor to Secured Party, relating to the Property; and

(5) all other documents or instruments now or hereafter evidencing, securing, guaranteeing or otherwise relating to the Loan;

(b) All expenditures made or incurred by Secured Party to protect and maintain the Collateral and to enforce its rights under this Security Agreement, as more fully set forth herein; and

(c) Any and all future advances made under the Note, the Mortgage or any of the other Loan Documents.

4. WARRANTIES AND REPRESENTATIONS: Debtor warrants and represents to Secured Party that:

(a) With respect to that portion of the Collateral in which Debtor has any right, title or interest on the date hereof, such ownership or other right, title or interest is free and clear of all liens, security interests, adverse claims and encumbrances (other than the security interest created hereby, the security interest created by the Mortgage and those subordinate security interests, if any, created in connection with any junior encumbrances on the Property to which Secured Party shall have consented in writing in its sole and absolute discretion).

(b) No financing statement covering any of the Collateral is on file in any public office, other than the financing statement evidencing the security interest created hereby and those financing statements, if any, evidencing (i) any subordinate security interests created in connection with any junior encumbrances on the Property to which Secured Party shall have consented in writing in its sole and absolute discretion, or (ii) equipment financing incurred in the ordinary course of Debtor's business, provided that the collateral for such financing shall not in the aggregate exceed \$25,000 in value.

(c) Those parts of the Collateral which are general intangibles are and will be enforceable in accordance with their respective terms, and Debtor has the authority and capacity to contract and be bound thereunder.

(d) The execution and delivery of this Security Agreement will not violate any law, agreement or document governing Debtor or to which Debtor is a party.

(e) The principal place of business of Debtor is 9700 North Riverdale Road, Thornton, Colorado 80229.

5. COVENANTS OF DEBTOR: Except as may otherwise be set forth in or allowed under the terms of any of the other Loan Documents, Debtor covenants and agrees that unless and until Secured Party expressly agrees in writing to another course of action:

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(a) The Collateral shall not be removed from the County of Adams, State of Colorado, without the prior written consent of Secured Party.

(b) Debtor shall not sell, pledge, hypothecate, transfer, lease, assign, abandon or otherwise dispose of any of the Collateral or any interest therein except (i) in connection with a transfer expressly permitted under the Mortgage, (ii) for those subordinate security interests, if any, created in connection with any junior encumbrances on the Property to which Secured Party shall have consented in writing in its sole and absolute discretion, or (iii) if simultaneously therewith new items of Collateral of a similar kind and of at least equivalent value are substituted therefor on which Secured Party will immediately have a valid first lien and security interest.

(c) Debtor shall keep the Collateral in good condition and repair, subject to ordinary wear and tear, properly maintained and free of liens, security interests and encumbrances (other than the security interest created hereby, the security interest created by the Mortgage and those subordinate security interests, if any, created in connection with any junior encumbrances on the Property to which Secured Party shall have consented in writing in its sole and absolute discretion).

(d) Debtor shall promptly notify Secured Party of any Event of Default (as hereinafter defined).

(e) Debtor shall not use the Collateral in violation of any applicable statute, ordinance or insurance policy.

(f) Debtor shall defend the Collateral against the claims and demands of all Persons (as defined in the Mortgage).

(g) Debtor shall pay promptly and before delinquency all taxes and assessments with respect to the Collateral and shall deliver to Secured Party, on demand, a receipt or other evidence satisfactory to Secured Party of the payment thereof.

(h) Debtor shall, at any time upon demand of Secured Party, exhibit to and allow inspection by Secured Party of the Collateral and shall, promptly upon request from Secured Party, deliver to Secured Party an accurate, current inventory of the Collateral in such detail as Secured Party shall reasonably require.

(i) Debtor shall keep the Collateral insured as required in the Mortgage. The provisions of the Mortgage shall apply with respect to application of insurance proceeds following any damage to the Collateral covered by insurance.

(j) Secured Party, at its option, may discharge taxes, liens, security interests and other encumbrances against the Collateral (except for any such liens, security interests or encumbrances provided in or permitted by the terms of the Mortgage) and may pay for the repair of any damage to the Collateral, the maintenance and preservation thereof and insurance thereon if not otherwise promptly paid or performed by Debtor. Debtor shall reimburse Secured Party on demand for any payments as made, plus interest thereon at the Default Rate (as defined in the Note) from the date of such payment. Any such payments made by Secured Party, together with interest thereon, shall be secured by the Collateral as provided herein and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

(k) From time to time Debtor shall execute financing statements and other documents in form satisfactory to Secured Party (and pay the cost of filing or recording thereof in whatever public offices Secured Party deems necessary) and perform such other acts as Secured Party may request to perfect and maintain a valid security interest in the Collateral, including, upon Secured Party's request, transferring to Secured Party any Collateral in which a security interest may be perfected only by taking possession thereof.

(l) Debtor shall not move its principal place of business or its books and records relating to the Collateral without first giving thirty (30) days' prior written notice thereof to Secured Party.

(m) Debtor shall not change its name or otherwise do anything which would make the information set forth in the financing statements relating to the Collateral materially misleading without immediately notifying Secured Party of the same.

6. EVENTS OF DEFAULT: The happening of any of the following events or conditions shall constitute an Event of Default under this Security Agreement (singularly, an "Event of Default" and collectively, "Events of Default"):

(a) breach or violation by Debtor of any covenant, term or condition set forth herein (Debtor shall have thirty (30) days after notice from Secured Party of such default, or such longer period up to a maximum of ninety (90) days within which Debtor is diligently attempting to cure such default, within which to cure the same, unless a shorter cure period is provided in the Mortgage, in which case, the terms of the Mortgage shall govern);

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(b) default by Debtor under the Note, the Mortgage or any of the other Loan Documents (unless cured within any applicable grace period provided therein);

(c) any warranty, representation or statement of Debtor contained herein or otherwise made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished; or

(d) the seizure or taking of any of the Collateral by any governmental or similar authority or the issuance of a writ, order of attachment or garnishment with respect thereto.

An Event of Default under this Security Agreement shall constitute an Event of Default under each of the other Loan Documents.

7. RIGHTS AND REMEDIES:

(a) Upon the occurrence of any Event of Default, Secured Party may, without further notice or demand, declare any of the Obligations immediately due and payable and this Security Agreement in default, and thereafter, Secured Party shall have the remedies of a secured party under the Uniform Commercial Code as then in effect in the State and all other rights and remedies at law or in equity available to secured creditors in the State, including, without limitation, the right to take possession of the Collateral and any proceeds thereof. To take possession, Secured Party may enter upon any premises where the Collateral is kept and remove the Collateral or any proceeds therefrom to the extent permitted by applicable law. If notice is required by law, ten (10) days' prior written notice given to Debtor (pursuant to the notice provisions contained in Appendix A to the Mortgage) of the time and place of any public sale of the Collateral or of the time of or after which any private sale or any other intended disposition of the Collateral is to be made shall be deemed to be reasonable notice to Debtor. No such notice shall be necessary if the Collateral is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market. Proceeds of any sale or other disposition of the Collateral may be applied to the Obligations in whatever order or priority Secured Party may subjectively determine.

(b) During the time that Secured Party is in possession of the Collateral, and to the extent permitted by law, Secured Party shall have the right to hold, use, operate, manage and control all or any part of the Collateral, to make all such repairs, replacements, alterations and improvements of the Collateral it deems proper, and to demand, collect and retain all earnings, proceeds and other sums due or to become due with respect to the

0142169.01

Collateral, accounting only for the net earnings arising from such use and charging against receipts from such use all costs, expenses, charges, damage or loss by reason of such use. Notwithstanding the foregoing, Secured Party shall be entitled also, without further notice or demand and to the extent permitted by law, to have a receiver appointed to take charge of all or any part of the Collateral, exercising all of the rights specified in the immediately preceding sentence.

(c) Debtor shall pay to Secured Party on demand all expenses (including, without limitation, attorneys' fees, costs and disbursements) incurred by Secured Party incidental to taking, holding, preparing for sale, selling and the like or otherwise dealing with the Collateral, or incurred by Secured Party otherwise in enforcing any term or condition of this Security Agreement or any other Loan Document, together with interest thereon at the Default Rate (as defined in the Note), and all such expenses and interest shall be secured by the Collateral as provided herein and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

(d) Secured Party may require Debtor to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to allow Secured Party to take possession or dispose of the Collateral.

(e) Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of indebtedness, as to the occurrence of any default, as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given by Secured Party shall be taken as prima facie evidence of the truth of the facts so stated and recited.

(f) Secured Party may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale of the Collateral held by Secured Party, including the sending of notices and the conduct of the sale, in the name and on behalf of Secured Party.

(g) Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the foreclosure sale as provided in the Mortgage upon giving the same notice with respect to the sale of the Collateral hereunder as is required by the Mortgage.

8. GENERAL

(a) This Security Agreement is governed by the Documentary Conventions set forth on Appendix A to the Mortgage, which are incorporated herein as if fully set forth herein.

(b) This Security Agreement shall not be construed to derogate from or impair the lien or provisions of the Mortgage with respect to any property described therein which is real property and/or fixtures or which the parties have agreed to treat as real property and/or fixtures. The financing statement filed and the fixture filing recorded pursuant to this Security Agreement are, in part, for the protection of Secured Party in any court shall at any time hold that notice of Secured Party's priority of interest in any property described in the Mortgage must, in order to be effective against a particular class of Persons, including, but not limited to, the Federal government or any subdivision or entity thereof, be filed in the Uniform Commercial Code records.

(c) Debtor hereby indemnifies and holds harmless Secured Party, and its employees, officers and agents, from and against any and all liabilities, claims and obligations which may be incurred, asserted or imposed upon them or any of them as a result of or in connection with any use, operation, lease or consumption of any of the Collateral (except to the extent any such liabilities, claims or obligations result directly and solely from Secured Party's willful misconduct or gross negligence) or as a result of Secured Party's seeking to obtain performance of any of the Obligations.

(d) Without affecting any obligations of Debtor under this Security Agreement and without prejudice to any of its rights hereunder, Secured Party may, without notice or demand, renew, extend or grant indulgences with respect to any of the Obligations, take or release any other collateral as security for any of the Obligations, or add or release any guarantor, endorser, surety or other party to any of the Obligations.

(e) Debtor hereby waives diligence, presentment, protest, demand and, except as provided in the Loan Documents or as required by applicable law, notice of every kind, as well as the right to require Secured Party to proceed against any Person liable for the payment or performance of any of the Obligations or to foreclose upon, sell or otherwise realize upon or collect or apply any other property, real or personal, securing any of the Obligations, as a condition or prior to proceeding hereunder.

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JUL-03-1996 17:25

FROM WILLKIE FARR 45 FAX DEPT TO 74005204W9200N171476

P.002

0143169.01

(E) Unless the context otherwise requires, or unless otherwise defined herein, all terms used herein which are defined in the Uniform Commercial Code as in effect in the State shall have the meanings therein stated.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the first date set forth hereinabove.

DEBTOR:

North County Village Associates, LLC,
a Colorado limited liability company

By: MHC Investments, Inc.,
a California corporation,
~~Managing Member~~ General Manager

By: 
Lee M. Kort, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

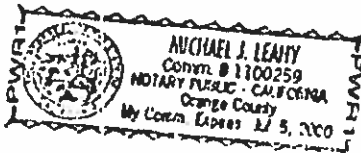
State of CALIFORNIA

County of ORANGE

On JULY 3RD 1996 before me, MICHAEL J. LEAHY, Notary Public,
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared LEE M. KORT
Name(s) of Signer(s)

~~personally known to me~~ OR ~~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.



WITNESS my hand and official seal.

Michael J. Leahy
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

JUL-03-1996 17:26

FROM WILLKIE FARR 45 FAX DEPT TO 74005204#9200#171476

P.004

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 31, inclusive, Block 1;
Lots 1 through 37, inclusive, Block 2;
Lots 1 through 51, inclusive, Block 3;
Lots 1 through 32, inclusive, Block 4;
Lots 1 through 46, inclusive, Block 5;
Lots 1 through 35, inclusive, Block 6;
Lots 1 through 37, inclusive, Block 7;
Lots 1 through 19, inclusive, Block 8;
Lots 1 through 50, inclusive, Block 9;

Tracts A through H and Tract AA.

Riverdale Park Subdivision, according to the plat recorded April 15, 1986 in File
16 at Map No. 419.

Adams County,
State of Colorado.

EXHIBIT B

**North County Village
Personal Property Inventory**

3-26-96

Office:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>
-------------	-----------------	--------------------

Cannon Fax Phone X.	1	Black
Right Return Desk	2	Black
Maive Rolling Chairs	2	Maive
Side Credenza-Doors and Drawers	1	Black
3 Drawer file cabinets	2	Black
Typewriter Cart	1	Black
HMI Selectric	1	Black
Mnolia EP470 Z Copier	1	White
Copier Cart	1	White
Radionics Burglar Alarm with remote pads	1	White
Key Cab.	1	White
2 Drawer File	1	Tan
VCR Logik with remote	1	Black
Fire Extinguisher	1	

2. Pool Cover

2 Hoses		
3 Sprinkler Timers CRC-6A		
Pool Deck Chair: Lounge Chairs	16	
Pool Deck Chair:	8	
Pool Deck Table:		
Pool Clenning Hoses and Equipment		
Display Flags	6	at entrance
Plants	6	mostly green
Hanging pictures	3	
Pool Table and balls	1	
Refrigerator GE TBF1450		
Stove GE Almond 4 burner		
Microwave - Hot point counter suver	2	
Television Sanyo Color		
Tables	3	
Chairs	4	
Couches	3	
Folding Chairs	14	
Radios - Jobcom	5	
Golf Cart for showing		Glenmoor HP Electric

Excluded:

Pay Phone 451-9757	
2 Satellite Dishes, Antenna and Closet equipment	Interlink Communications
Coke Machine	Denver Cola 291-9731
Minute maid machine	Denver Cola 291-9731
Repair Machine	

Shop:

Item	Quantity	Description
Air Hose	100 feet	
Electric Cords	4	
Rope	1	
Oas Shop Humer Reznor	1	
Refrigerator	1	
Swamp Cooler Covers	35	
Sump Pump for pool work		
Boh Cutters	1	
Tap and Die Set	1	
Sawzall	1	
Cordless Makita Hand Drills	2	
3 8" Drills	2	
Shop Table	1	
First Aid Kit		
Helmets	3	
Gas Chain Saw	1	
Desk		
Phone AP3002	1	
Battery Charger		
Respirator	2	
Armoire Heater	1	
Respirator	2	
Delta Bandsaw and Stand	1	K92 9-28-180
Air Blower Back Pack		Stihl BR400
Paint and Shell for rentals touchup		
Dolly		Dayton 311922A
7 1/4" Circular Saw		Skiln v #576
Fire Extinguisher		
Hand Sewer Snakes	2	
Supplies including electrical, plumbing, bolts, tubing		
Tie-Down Machine		Green
Air Hoses	100'	
Trash Can	2	
Step Ladder		
Golf Cart Charger		Lestronic II
Golf Cart Charger		Schauer 0 amp
Green Face Shield		
Acetylene Cutting Torch with new hoses and tips		
Exclude Oxygen and Acetylene tanks as rentals		
Compressor		Craftsman 4HP 25 Gallon
Welder		Trend No 141 Q304-PT
Filler for Tractor (missing part)		

Shop Yard:

Item	Quantity	Description
Snapper 5HP Mower	1	operational
Gas Cans	4	
Gas Edger	1	Little Wonder #5031
Ready Heater - (operational?)	1	
Toro Mower Kawasaki FB460V	1	36" mower (operational?)
John Deere FB460 mower	1	
Honda HS70 Snow Blower	1	
Honda GV 400 mower	1	(in-operational)
Weed Eaters	4	(in-operational)
Wood Shed Sprinkler parts including valves, lines, heads		
Tractor Mower Attachment and Catcher		
Dance Floor for Clubhouse	1	
Tractor 16HP with snow plow and chains	1	
Trailer and vice for maintenance carts	1	
Snow Shovels	2	
Gas-Diesel Barrels	4	
Barrel Pumps	2	
10' Step ladder	1	
20' Extension Ladder	1	
8' Extension Step ladder	1	
Jacuzzi Cover	1	
Water Meter Pit Covers	2	

Back Pack Blower - Gas

Dumpster Yard:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>
-------------	-----------------	--------------------

Construction Trailer 417 Fruehauf	1	Silver
-----------------------------------	---	--------

Lower Pool - Upper Pool

Item	Quantity	Description
Hoses	3	
Pool Lounges	2	
Chaise longue chairs	16 - 12	
Pool Deck Table	2	
Pool Deck Chairs	16	

All pumps, filters, heaters to run 2 pools & 1 spa.

EXHIBIT C

NORTH COUNTY MOBILE HOMES

ADDRESS	TYPE	SERIAL/ VIN NUMBER
5407 E. 97th Place	1985 Sharlo	9630ADR
5114 E. 97th Place	1978 American	K3DH08A4578341A
4978 E. 96th Drive	1978 Magnolia	G11GENE10691
5227 E. 97th Place	1979 Schultz	PL162995
5213 E. 96th Place	1976 Broadmore	2703804542561508
5511 Riverdale Lane	1974 NM	NEB10233902
5000 E. 96th Place	1977 Schultz	P152649
9630 Forest Court	1988 Champion	0584893531
4885 E. 96th Place	1987 Titan	227159T8732A/B
4996 E. 96th Place	1970 Marlette	K14170FK000883
4866 E. 96th Place	1993 Riverbitch	2293157T1423
5480 Riverdale Avenue	1993 Riverbitch	2293183T1339
5495 Riverdale Way	1993 Riverbitch	2293383T1453
9670 Hudson Court	1993 Riverbitch	2293313T1535
4801 E. 97th Drive	1993 Riverbitch	2293315T1540A/B
9644 Grape Court	1993 Riverbitch	2293383T1541
5152 96th Drive	1993 Riverbitch	2293383T1576
5575 Riverdale Way	1993 Riverbitch	2293357T1534
5461 Riverdale Lane	1993 Riverbitch	2293357T1580
5167 96th Drive	1993 Riverbitch	2293355T1664A/B
4960 97th Drive	1993 Snowflake	2293355T1653A/B
4850 Riverdale Avenue	1993 Snowflake	2293355T1687A/B
5032 96th Drive	1993 Riverbitch	2293383T1731
5435 Riverdale Avenue	1993 Riverbitch	2293383T1733

NORTH COUNTY MOBILE HOMES

Page 2

4869 Riverdale Avenue	1993 Riverbirch	2293383T1737
5032 97th Drive	1993 Riverbirch	2293383T1739
4930 Riverdale Avenue	1993 Snowflake	2293355T1768A/B
4950 Riverdale Avenue	1993 Snowflake	2293355T1804A/B
4943 96th Place	1993 Snowflake	2293355T1852A/B
5120 E. 96th Place	1993 Snowflake	2293355T1771A/B
4961 97th Drive	1993 Snowflake	2293355T1792A/B
5294 97th Place	1993 Snowflake	2293357T1582
5347 97th Place	1993 Snowflake	2293355T1822A/B
5566 Riverdale Way	1993 Riverbirch	2293383T1729
9614 Grape Court	1993 Snowflake	2293355T1813A/B
5487 E. 97th Place	1988 Champion	0984700022
9621 Glencoe Court	1993 Riverbirch	2293383T1547
5126 E. 97th Place	1981 Skyline	C1590219P
5051 E. 96th Drive	1983 Marshfield	45241
5251 Riverdale Lane	1993 Riverbirch	2293383T1642
9632 Glencoe Court	1993 Riverbirch	2293383T1723
5053 E. 97th Drive	1993 Snowflake	2293355T1781A/B

P.V.D.-924

THE

THE FOLLOWING ADDITIONS AND DELETIONS IN THE FINAL PUD WERE MADE BY THE BOARD OF COUNTY COMMISSIONERS AT THE TIME OF APPROVAL:

MAP NUMBER P.O.A.-9229
RECEPTION NUMBER R643 IN

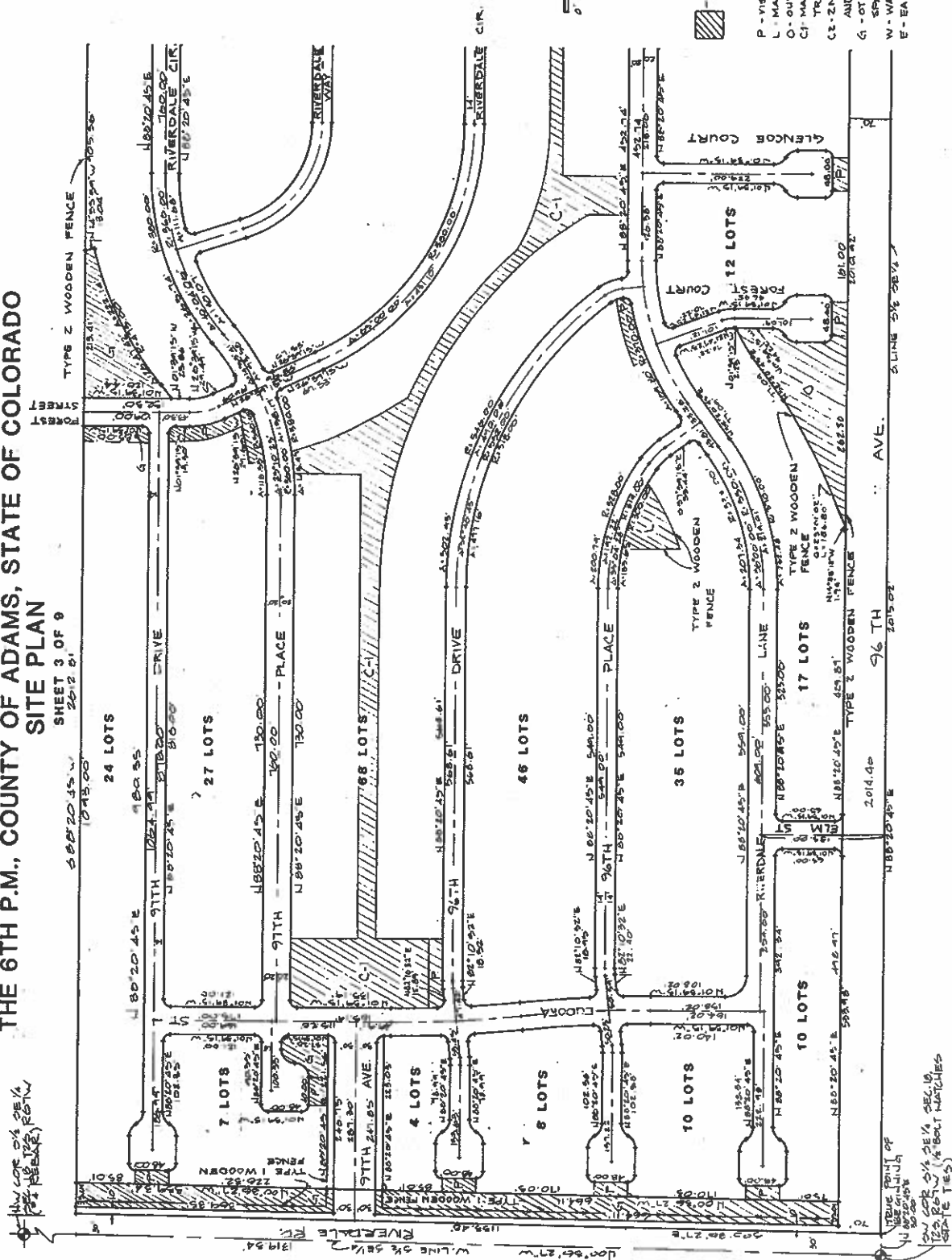
A PART OF THE S1/2, SE1/4 SECTION 18, T2S, R67W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

[illegible][illegible]

PLANNED UNIT DEVELOPMENT

A PART OF THE S1/2, SE1/4 SECTION 18, T2S, R67W OF
THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO
SITE PLAN

SHEET 3 OF 9



SW COR 5 1/2 SE 1/4 SEC. 10,
T2S, R6W (4-BOLT MATCHES
STATE TIES)

UN 357

- AREA UTILIZED FOR MORE THAN TEN MOBILE HOME SPACES AND INTERNAL STREETS
- P - VISITORS PARKING
- L - MAINTENANCE LOT
- O - OUTSIDE STORAGE LOT
- CI - MAIN CLUBHOUSE WITH TRAIL
- 2 - 2ND POOL WITH CABANA AND LAUNDRY
- 5 - OTHER GREENBELT / OPEN SPACES
- N - WALKWAY
- E - EAST PARK

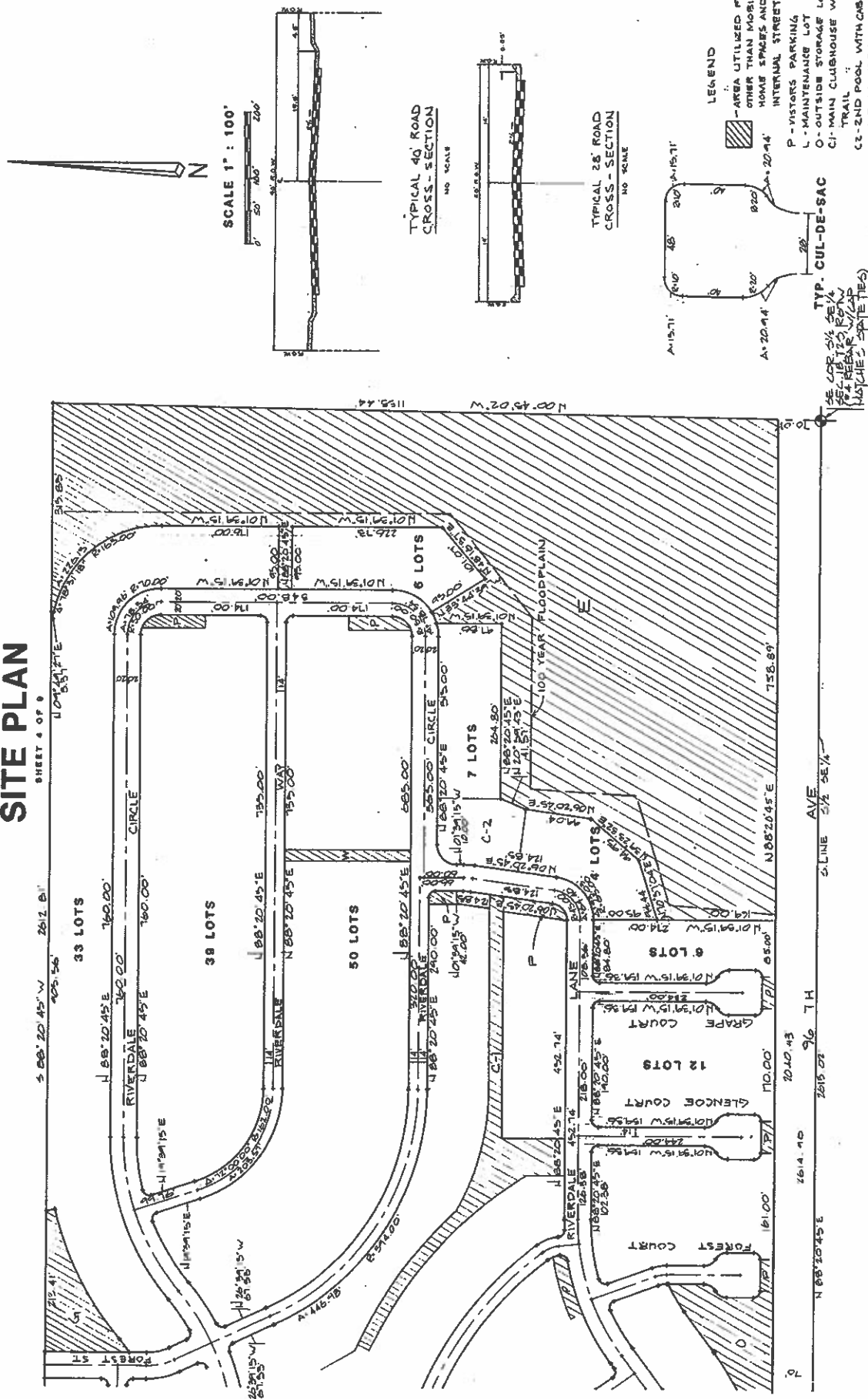
SCALE: 1" = 100'

PLANNED UNIT DEVELOPMENT

A PART OF THE S1/2, SE1/4 SECTION 18, T2S, R67W OF
THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

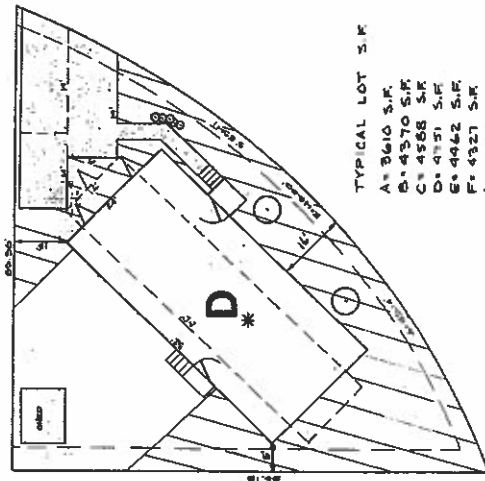
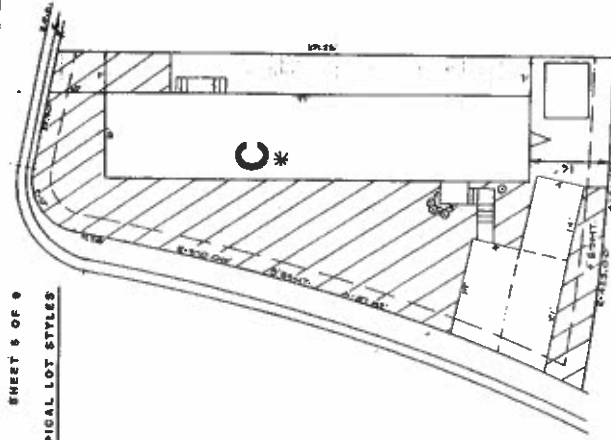
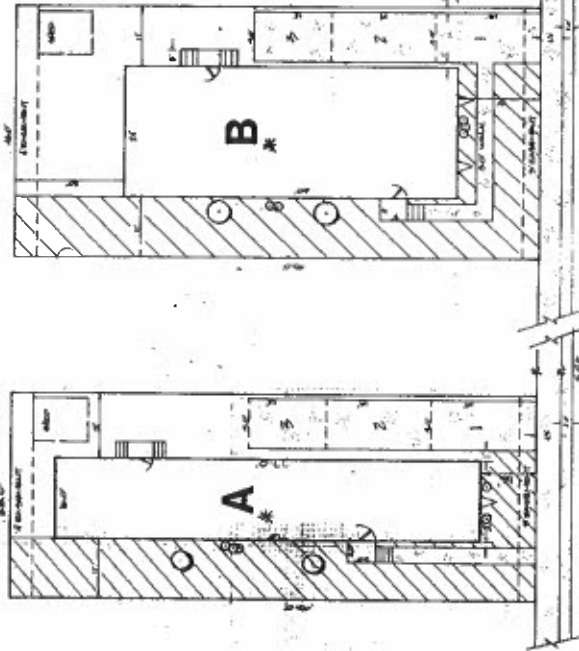
SITE PLAN

SHEET 4 OF 9

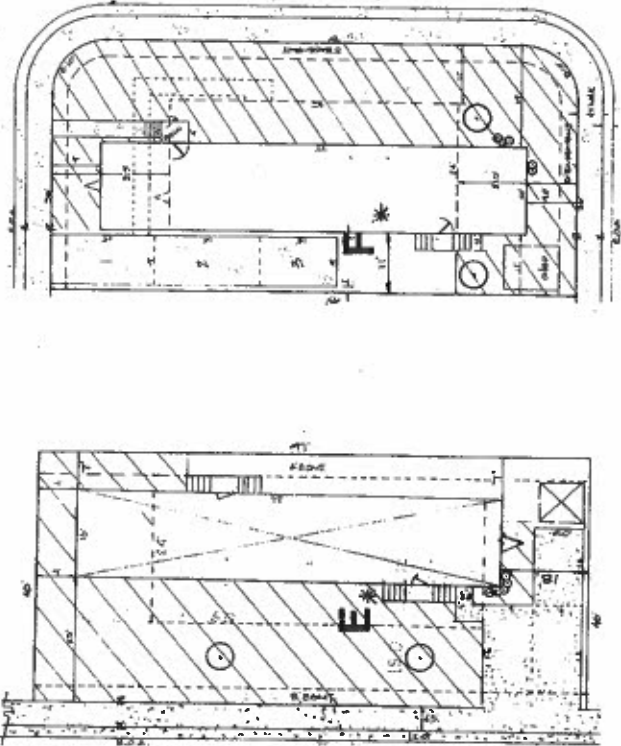


FINAL P.U.D. PLAN RIVERDALE PARK PLANNED UNIT DEVELOPMENT

A PART OF THE S1/2, SE1/4 SECTION 18, T2S, R67W OF
THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO



TYPICAL LOT S.R.
A: 3610 S.R.
B: 4370 S.R.
C: 4368 S.R.
D: 4151 S.R.
E: 4462 S.R.
F: 4321 S.R.
G: 5750 S.R.
H: 4122 S.R.



NOTES:
1. TYPICAL STYLES ONLY IN ALL
CASES MUST BE AS SHOWN
AND STANDARDS AS OUTLINED
ON SHEET 2. WALL GENERAL
2. ADJUST PLACEMENT OF TREES
AND SHRUBS TO BE DETER-
MINED BY LANDSCAPE ARCHITECT
3. PLANTING UNIT IS
PLACED ON SPACES
4. PRIMARY LANDSCAPE
AREA.

* NO SCALE

FINAL P.U.D. PLAN RIVERDALE PARK PLANNED UNIT DEVELOPMENT A PART OF THE S1/2, SE1/4 SECTION 18, T2S, R67W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

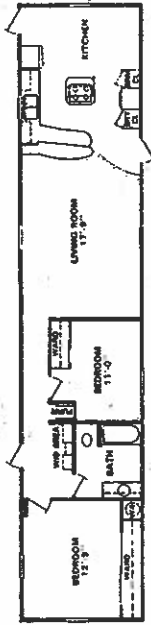
SHEET 6 OF 9

TYPICAL SQUARE FOOTAGE

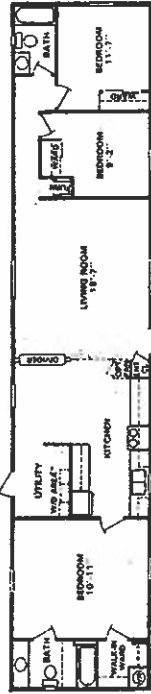
1- 902
2- 1163
3- 1344
4- 1440
5- 1132

* NO SCALE

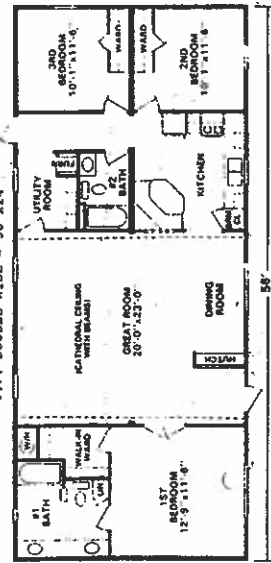
(1)*
TYP. SINGLE WIDE - 70'x14'



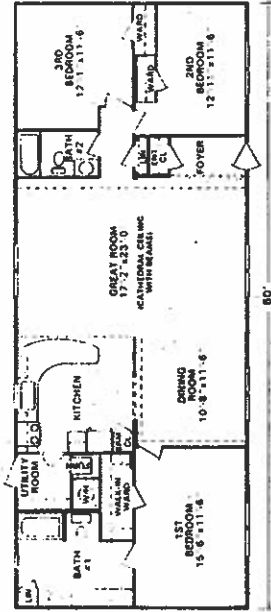
(2)*
TYP. SINGLE WIDE - 80'x16'



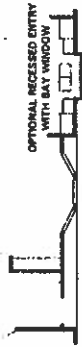
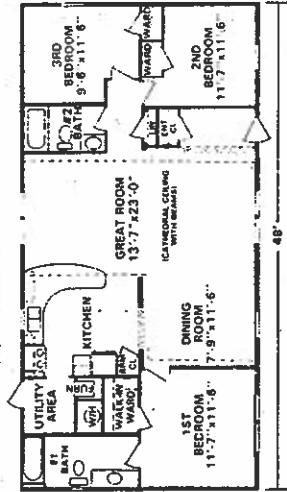
(3)*
TYP. DOUBLE WIDE - 56'x24'



(4)*
TYP. DOUBLE WIDE - 60'x24'



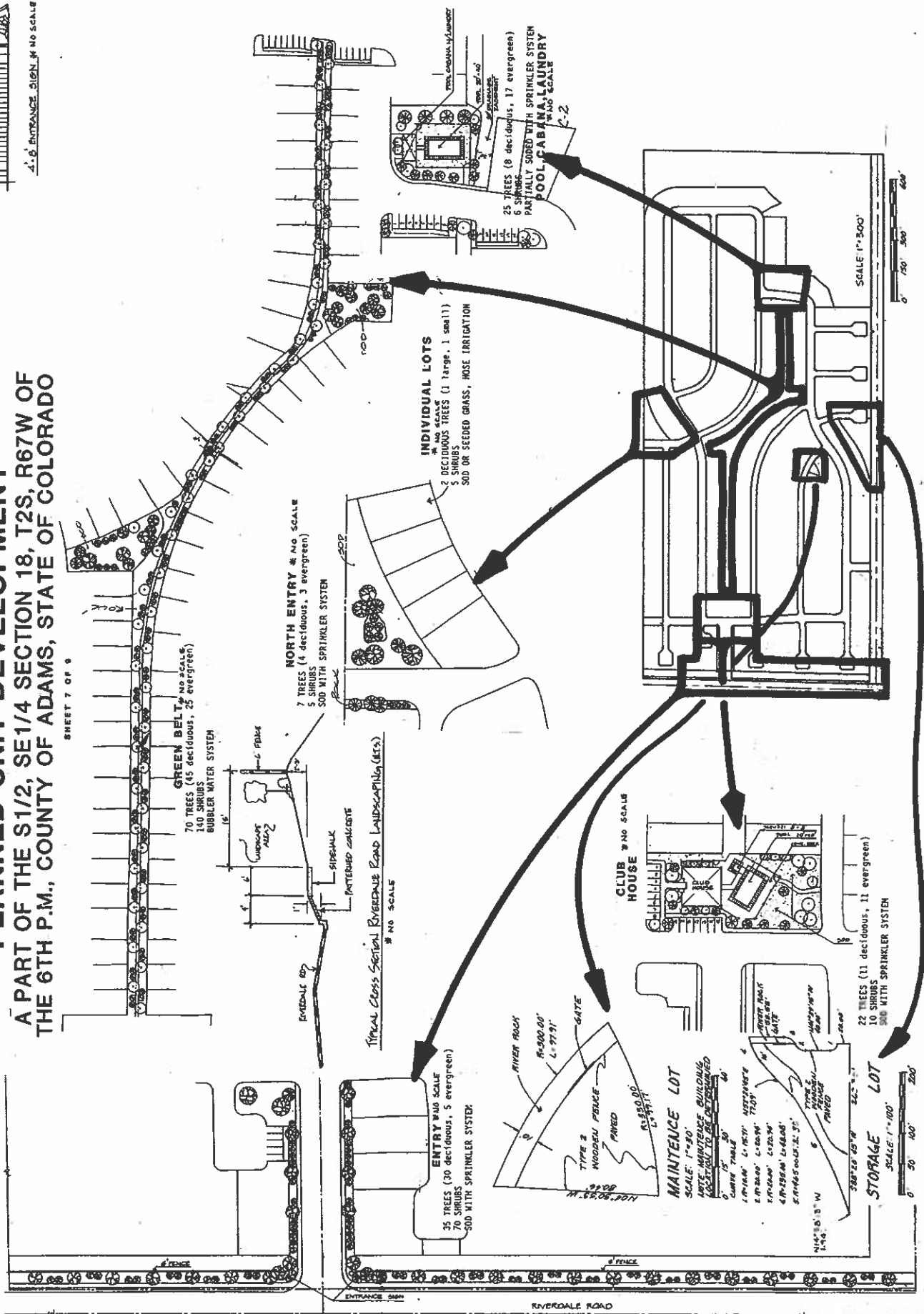
(5)*
TYP. DOUBLE WIDE - 48'x24'

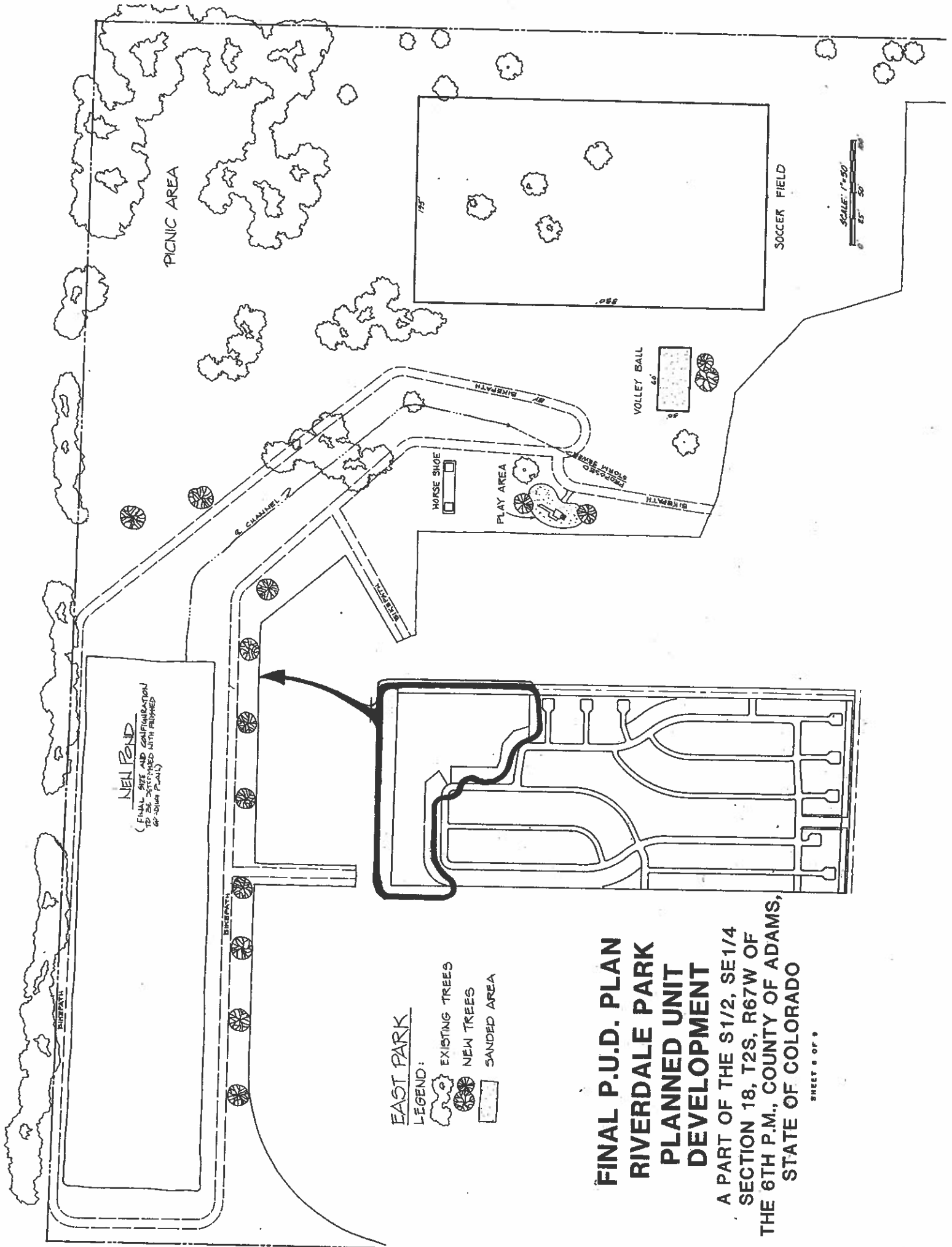


FINAL P.U.D. PLAN RIVERDALE PARK

S1/2, SE1/4 SECTION 18,
UNTY OF ADAMS, STATE

SHEET 7 OF 8





EAST PARK

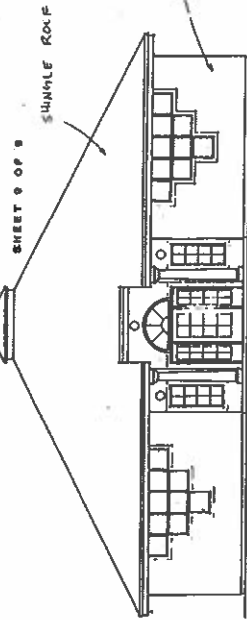
LEGEND:

- EXISTING TREES
- NEW TREES
- SANDED AREA

FINAL P.U.D. PLAN
RIVERDALE PARK
PLANNED UNIT
DEVELOPMENT
 A PART OF THE S1/2, SE1/4
 SECTION 18, T2S, R67W OF
 THE 6TH P.M., COUNTY OF ADAMS,
 STATE OF COLORADO

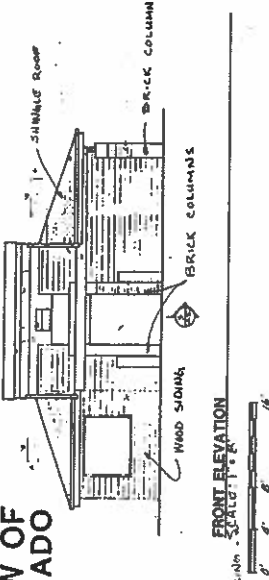
FINAL P.U.D. PLAN RIVERDALE PARK PLANNED UNIT DEVELOPMENT

A PART OF THE S1/2, SE1/4 SECTION 18, T2S, R67W OF
THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO



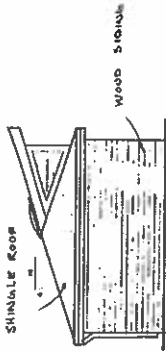
FRONT ELEVATION

SCALE: 1" = 8"



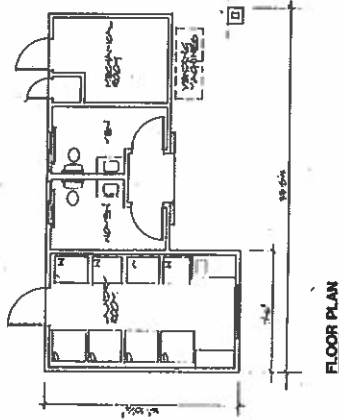
FRONT ELEVATION

SCALE: 1" = 8"



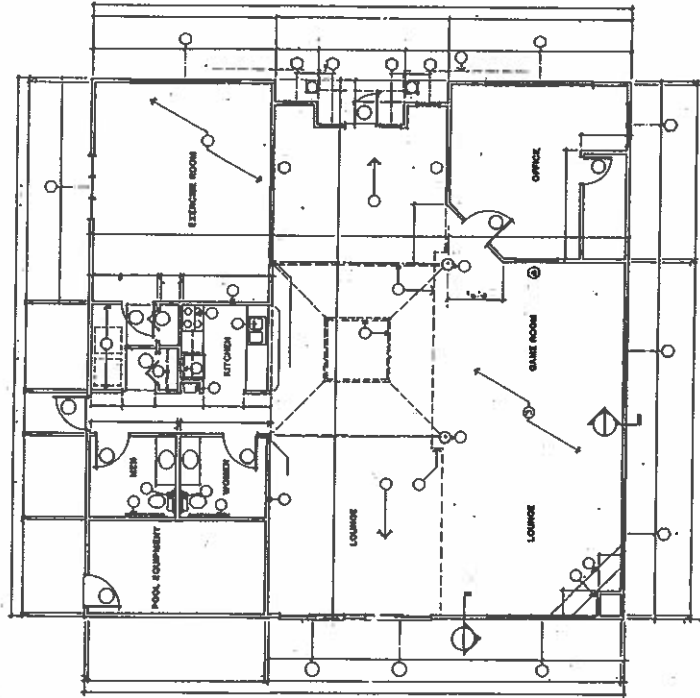
LEFT ELEVATION

SCALE: 1" = 8"



FLOOR PLAN

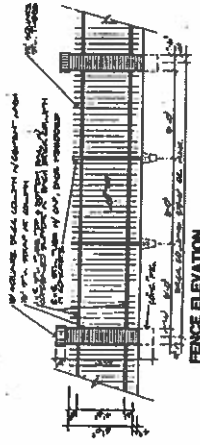
SCALE: 1" = 8"



FLOOR PLAN

SCALE: 1" = 8"

CLUBHOUSE



FENCE ELEVATION

SCALE: 1" = 8"

POOL CABANA/LAUNDRY

SCALE: 1" = 8"

File-16-MAP-419

SHEET 1 OF 10

COUNTY CASE# 81-84 PUD



SCALE 1" = 1.6 MILE

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY QUEST CONSULTING, AND QUEST CONSULTING ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RECORDED INSTRUMENTS REGARDING THE VALIDITY OF ANY INSTRUMENTS, AGREEMENTS, COVENANTS, EASEMENTS, ENCUMBRANCES, OR ANY OTHER INTERESTS IN THE PROPERTY WHICH MAY BE RECORDED. QUEST CONSULTING WILL BE HELD LIABLE FOR ANY TITLE COMMITMENT NO. 8709267829 33, 1985, TIME \$100.00.

SEIION KAMAHITE

BEARING ASSUMED ALONG SOUTH LINE OF TUN & 1/2 SE 1/4 SEC. 16
N88W20.45E}

OT SALES RESTRICTION

0 INDIVIDUAL LOT WITHIN THIS SUBDIVISION MAY BE CONVEYED OFF SEPARATELY, EXCEPT BY SUBSEQUENT RESOLUTION OF THE BOARD OF CITY COMMISSIONERS CREATING AS TO THE ACQUAINT OF A HOMEOWNERS ASSOCIATION FOR MAINTENANCE OF ALL COMMON FACILITIES. AND APPROVAL OF THE CITY OF THORNTON'S UTILITY DEPARTMENT BY THE END OF THEIR SERVICE CONTRACT FOR THIS SUBDIVISION.

APPENDIX

- ON-LOT SERVICE - A RIGHT-OF-WAY EASEMENT TO LOCATIONS TO BE OBTAINED AND DISCLOSED AT THE TIME OF THE SALE OF THE TRACT, SHALL BE PROVIDED TO THE CITY OF THORNTON IN ORDER TO OBTAIN THE NECESSARY PERMITS AND MAINTENANCE OF TELECOMMUNICATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF THE TRACT'S EXISTING CABLES, CABLES, AND LINES, AND WATER AND SEWER LINES ALONG WITH THE RIGHT OF WAY. THE CITY OF THORNTON SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TRACT'S EXISTING CABLES, CABLES, AND LINES, AND WATER AND SEWER LINES ALONG WITH THE RIGHT OF WAY. THE CITY OF THORNTON SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TRACT'S EXISTING CABLES, CABLES, AND LINES, AND WATER AND SEWER LINES ALONG WITH THE RIGHT OF WAY.

CERTIFICATION OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT NORTH COUNTY, A COLORADO LIMITED PARTNERSHIP, BEING THE OWNERS OF THAT PART OF THE S 1/4 OF SECTION 18, T2S, R4N, OF THE 6TH P. M. COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

**MISS BROWN, GENERAL PARTNER
ORTH COUNTY, A COLORADO LIMITED PARTNERSHIP**

COMMUNITY
STATE OF COLORADO) ss
COUNTY OF ADAMS)

2. FOREGOING PLAY AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF March, 1988 BY RUSS BROWN, GENERAL PARTNER OF WORTH COUNTY POLICE.

COMMISSION EXPIRES: 11/13/89
ADDRESS IS: 7836 Madras "A"
Commerce City, CO 80022

STICK:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION
BASED UPON ANY DEFECT IN THIS SURVEY WITHIN SIX YEARS AFTER YOU
RECOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY
DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE
DATE OF CERTIFICATION SHOW HEREON.

AND SURVEYOR'S CERTIFICATE

[illegible]

REC'D.
March 31, 1996
DATE OF CRYPTIFICATION

THE UNIVERSITY OF CHICAGO

85-74

T CONSULTING
2000 W. 50TH AVE.
DENVER, COLORADO 80221
303-733-9130

ORIGINAL DATE OF PREPARATION: March 21, 1986

FILE NO. 16
MAP NO. 419
RECEPTION NO. B642405

NOTARY PUBLIC

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS 21 DAY OF
MARCH, 1982.
Deborah Pongracz
CHAIRMAN

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS
22 DAY OF June, A.D., 19 80, SUBJECT TO THE
 TERMS AND CONDITIONS OF THE SUBMISSION DEVELOPMENT AGREEMENT
 COPIES HEREIN

Edward M. Bremer

CERTIFICATE OF THE CLERK AND RECORDER

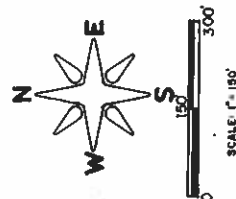
THIS PLAT AND DEDICATION WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDED IN THE STATE OF COLORADO AT 9:00 O'CLOCK P.M. ON THE 15TH DAY OF ~~APRIL~~ ~~1906~~ 1906.

William Solt
CLERK AND RECORDER

BY: Ray Sakaguchi
01/19/94

A PART OF THE S1/2 SE1/4 SECTION 18, T2S, R67W OF
THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

1.) ALL STREETS WITHIN SUBDIVISION ARE PRIVATE.
2.) 96TH. AVE. AND RIVERDALE ROAD ARE PUBLIC.



A PART OF THE S1/2 SE1/4 SECTION 18, T2S, R67W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

UNPLATTED

NEW COR. 3 1/2 SE 1/4 SEC 10, T2S, R67W,
(FD NO. 4 REBAR 1'-6" BELOW ASPHALT)



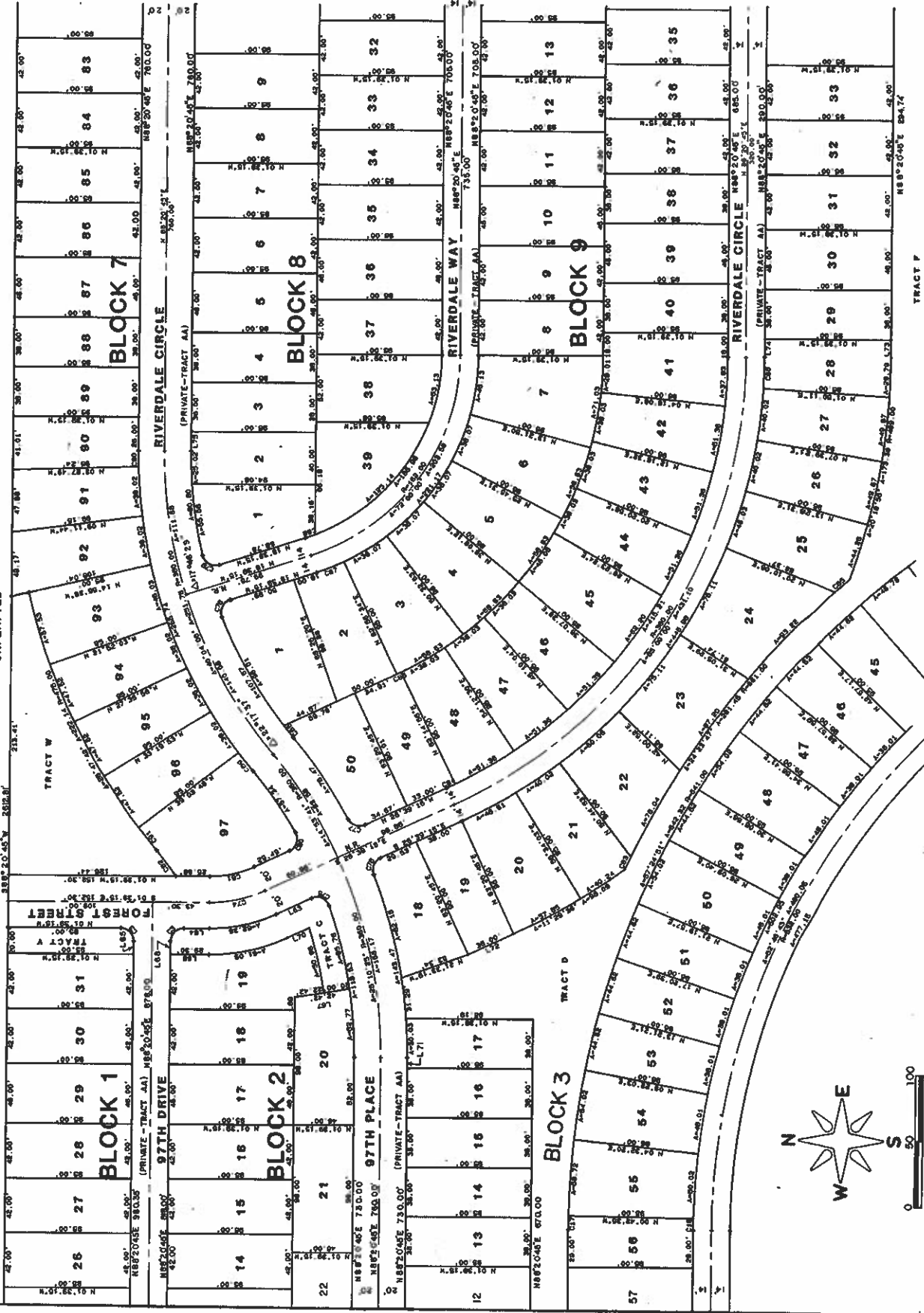
SCALE 1" = 50'

SEE SHEET 6 OF 10

RIVERDALE PARK SUBDIVISION

A PART OF THE S1/2 SE1/4 SECTION 18, T2S R67W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

SHEET 4 OF 10
UNPLATTED



SEE SHEET 7 OF 10
BLOCK 3

SCALE 1"=50'

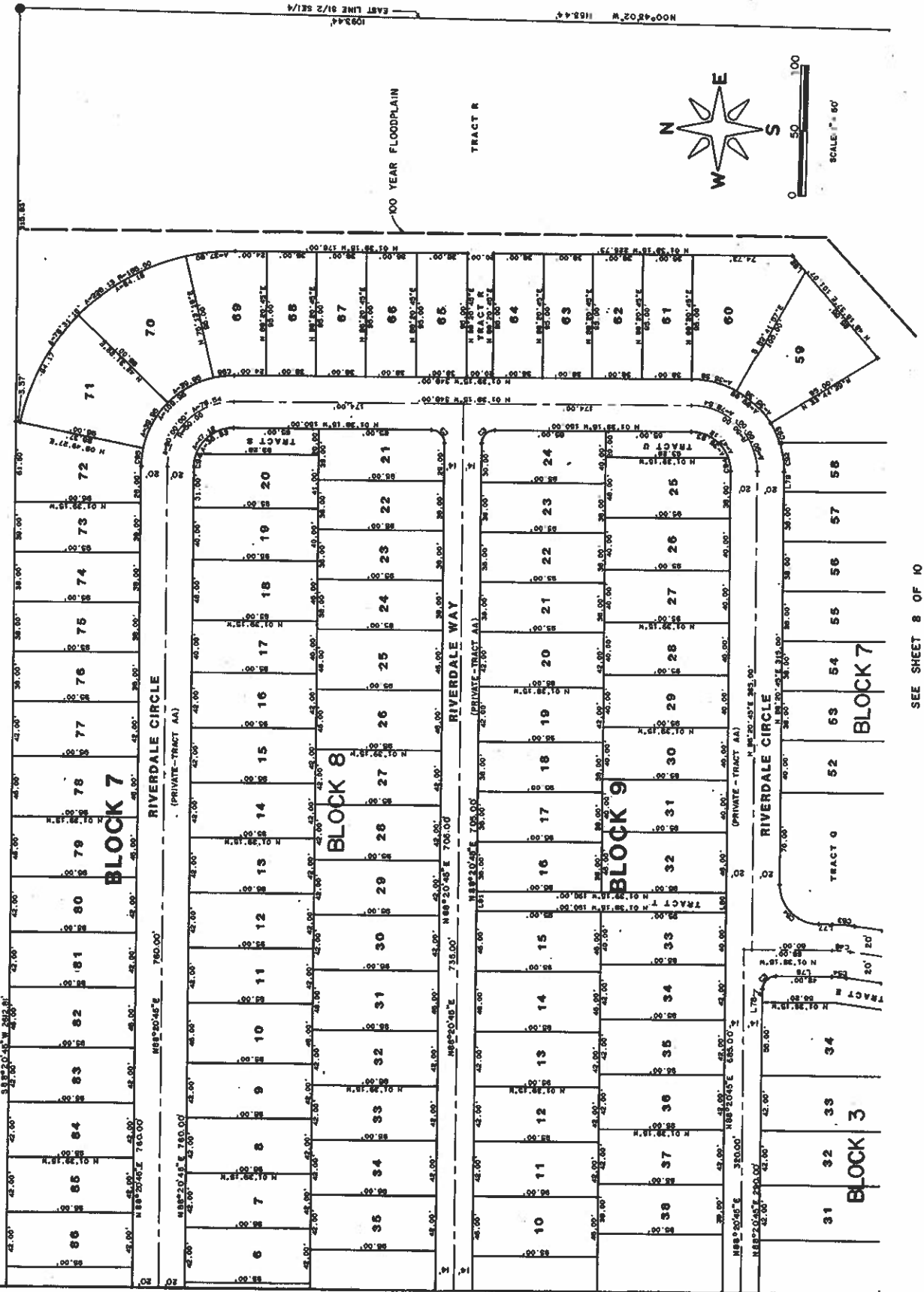
SEE SHEET 5 OF 10

RIVERDALE PARK SUBDIVISION

A PART OF THE S1/2 SE1/4 SECTION 18, T2S, R67W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

SHEET 5 OF 10

UNPLATTED



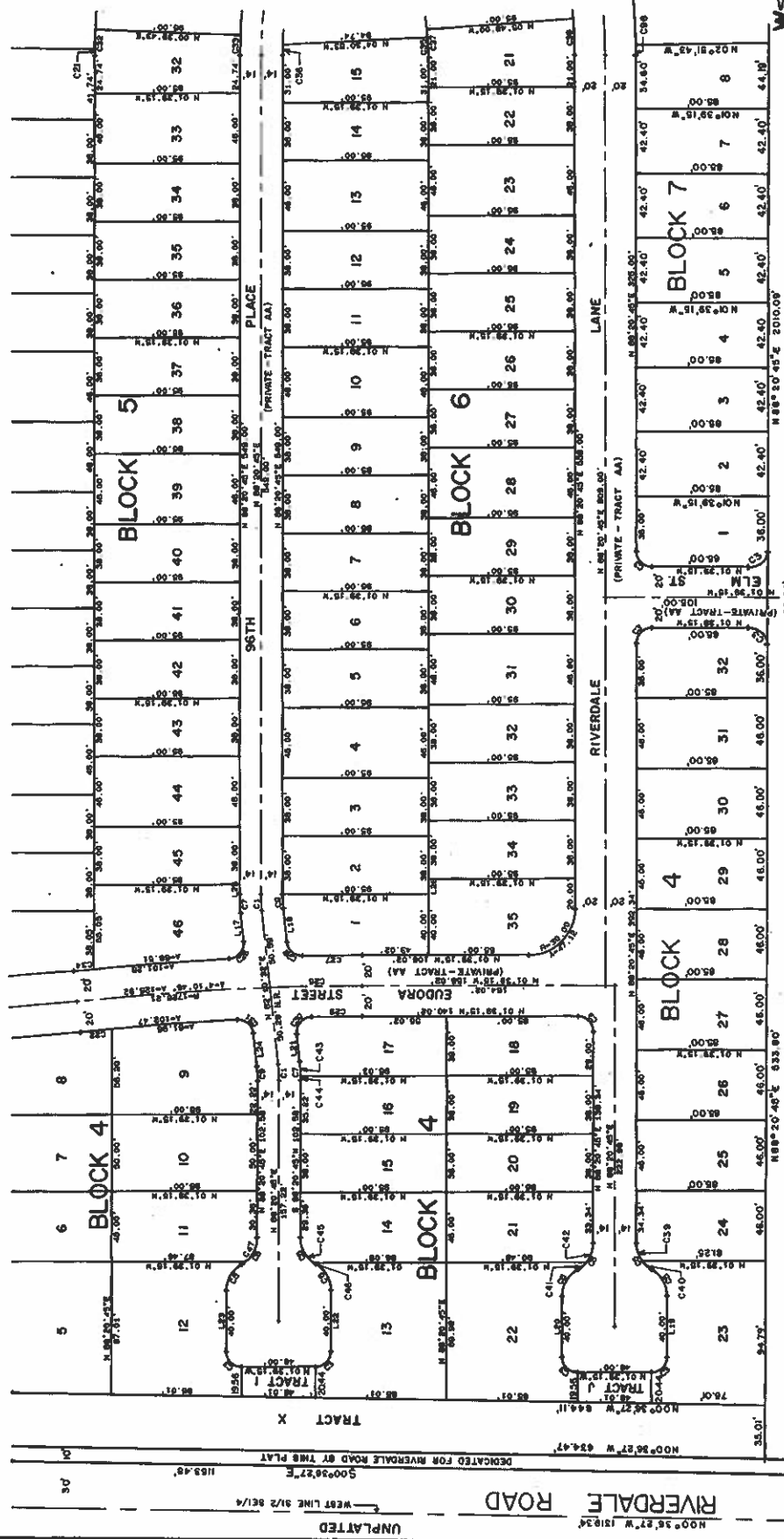
SEE SHEET 8 OF 10

RIVERDALE PARK SUBDIVISION

A PART OF THE S1/2 SE1/4 SECTION 18, T2S, R67W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

SHEET 6 OF 10

SEE SHEET 3 OF 10



EAST 96TH AVENUE

DEDICATED FOR EAST 96TH AVENUE BY THIS PLAT

COOLEY GRAVEL PIT SUBDIVISION

TRUE POINT OF BEGINNING

SW CORNER S1/2 SE 1/4 (A SEC. 18, T2S, R67W) (FOUNDED 1/2 SOUT MATCHES STATE TIES)



SCALE: 1" = 90'

SEE SHEET 7 OF 10

RIVERDALE PARK SUBDIVISION

A PART OF THE S1/2 SE1/4 SECTION 18, T2S, R67W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

SHEET 7 OF 10



SCALE: 1" = 50'

SEE SHEET 4 OF 10



EAST 96TH AVENUE

DEDICATED FOR EAST 96TH AVENUE BY THIS PLAT

2505.02' N 89° 20' 45" E 2815.02'

SOUTH LINE S 1/2 SE 1/4
COOLEY GRAVEL PIT SUBDIVISION

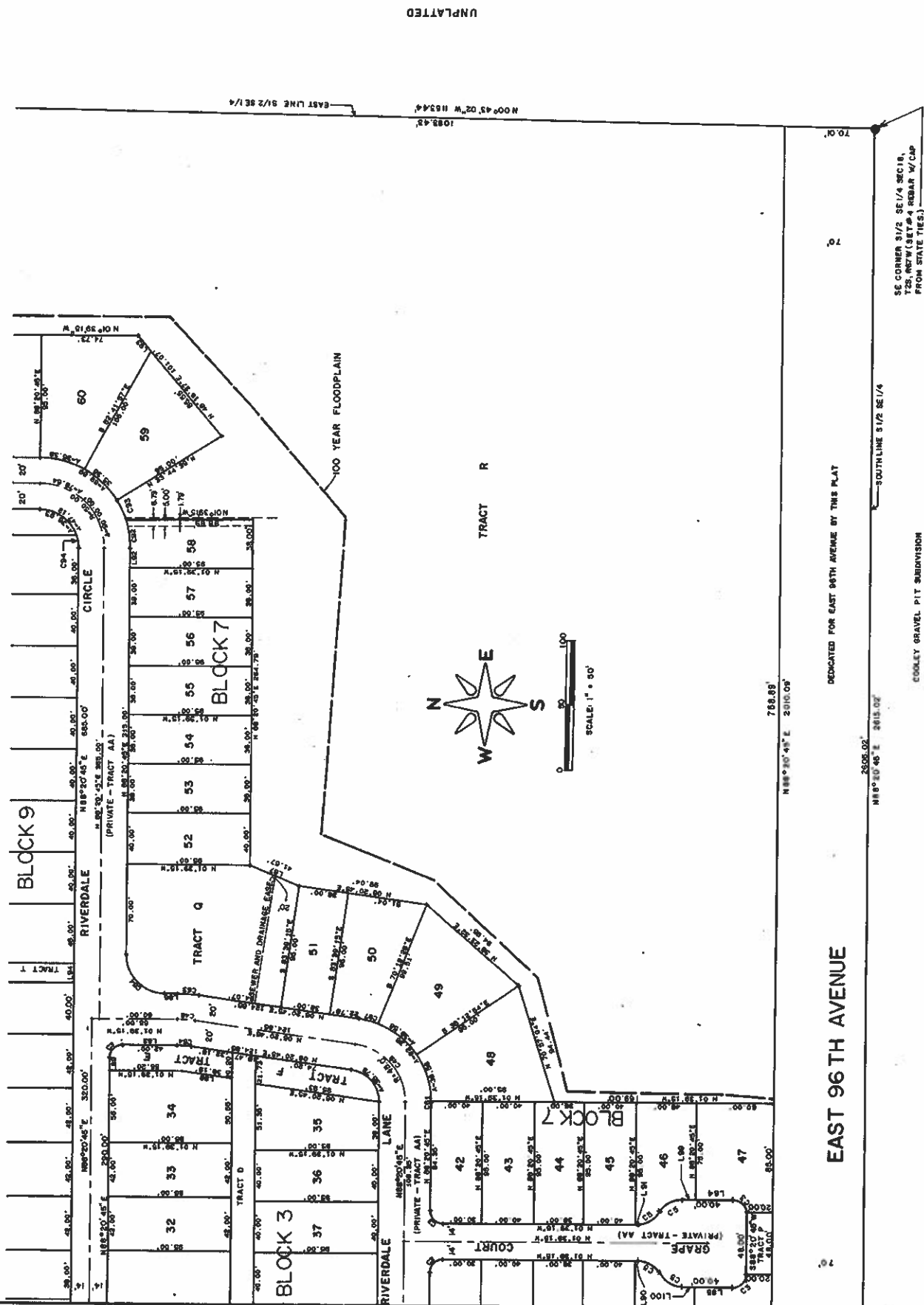
70

70

A PART OF THE S1/2 SE1/4 SECTION 18, T2S R67W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

OF 30 SHEETS

SEE SHEET 5 OF 10



RIVERDALE PARK SUBDIVISION A PART OF THE S1/2 SE1/4 SECTION 18, T2S R67W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

SHEET 9 OF 10

LINE DATA

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	S 88°20'45"E	10.35	48	N 01°39'15"E	1.36
2	S 88°20'45"E	40.00	49	S 01°39'15"E	1.36
3	N 01°39'15"W	40.00	50	N 88°20'45"E	29.69
4	S 88°20'45"E	40.00	51	N 88°20'45"E	19.30
5	N 88°20'45"E	40.00	52	N 88°20'45"E	10.00
6	N 88°20'45"E	15.68	53	N 88°20'45"E	29.30
7	N 82°10'32"E	19.53	54	N 88°20'45"E	42.42
8	S 82°10'32"E	22.29	55	N 01°39'15"W	10.00
9	S 88°20'45"E	40.00	56	N 01°39'15"W	8.45
10	N 88°20'45"E	40.00	57	N 21°47'23"W	12.26
11	N 88°20'45"E	8.81	58	N 21°47'23"W	15.35
12	N 01°39'15"W	15.35	59	S 01°39'15"E	1.36
13	S 88°20'45"E	8.87	60	S 01°39'15"E	1.36
14	N 88°20'45"E	2.61	61	S 01°39'15"E	1.36
15	N 88°20'45"E	6.61	62	S 01°39'15"E	29.69
16	N 88°20'45"E	18.99	63	N 29°39'15"W	19.30
17	N 82°10'32"E	22.40	64	N 01°39'15"W	10.00
18	S 82°10'32"E	40.00	65	N 88°20'45"E	29.30
19	N 88°20'45"E	40.00	66	N 88°20'45"E	42.42
20	N 88°20'45"E	18.24	67	N 88°20'45"E	10.00
21	S 82°10'32"E	40.00	68	N 88°20'45"E	18.08
22	S 88°20'45"E	40.00	69	N 88°20'45"E	8.00
23	N 88°20'45"E	21.61	70	N 29°39'15"W	19.30
24	N 82°10'32"E	6.26	71	N 88°20'45"E	14.00
25	N 88°20'45"E	10.00	72	N 88°20'45"E	14.00
26	N 88°20'45"E	8.00	73	S 88°20'45"E	15.00
27	N 88°20'45"E	30.00	74	S 88°20'45"E	15.00
28	S 07°44'20"E	0.78	75	N 01°39'15"W	10.00
29	S 07°44'20"E	42.00	76	N 01°39'15"W	10.00
30	N 01°39'15"W	8.28	77	N 88°20'45"E	15.00
31	N 82°20'45"E	19.51	78	N 88°20'45"E	15.00
32	N 07°44'20"W	3.25	79	N 88°20'45"E	15.00
33	N 07°44'20"W	30.00	80	S 88°20'45"E	15.00
34	N 01°39'15"E	30.00	81	S 88°20'45"E	15.00
35	S 01°39'15"E	30.00	82	N 48°18'37"E	15.52
36	S 01°39'15"E	30.00	83	S 01°39'15"E	30.00
37	S 01°39'15"E	30.00	84	N 01°39'15"W	10.00
38	S 01°39'15"E	30.00	85	N 01°39'15"W	41.57
39	S 01°39'15"E	30.00	86	N 08°20'45"E	39.19
40	S 01°39'15"E	30.00	87	N 08°20'45"E	10.00
41	N 01°39'15"W	10.00	88	S 88°20'45"E	1.36
42	N 01°39'15"W	19.19	89	S 88°20'45"E	1.36
43	N 88°20'45"E	10.00	90	N 88°20'45"E	15.52
44	S 88°20'45"E	14.00	91	N 88°20'45"E	15.52
45	S 88°20'45"E	14.00	92	N 48°18'37"E	15.52
46	S 88°20'45"E	11.14	93	N 48°18'37"E	15.52
47	S 37°39'15"E	11.14	94	S 88°20'45"E	10.00
			95	S 01°39'15"E	10.00
			96	N 01°39'15"W	10.00
			97	S 01°39'15"E	10.00
			98	N 01°39'15"W	10.00
			99	S 01°39'15"E	10.00
			100	N 01°39'15"W	10.00

RIVERDALE PARK SUBDIVISION A PART OF THE S1/2 SE1/4 SECTION 18, T2S R67W OF THE TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

SHEET 10 OF 10

CURVE DATA

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
1	8°10'13"	100.00	10.77	6.39	10.78	51	31°08'12"	60.00	27.17	13.83	28.84
2	81°02'48"	20.00	10.77	20.37	28.54	52	31°08'12"	60.00	34.78	17.83	34.35
3	80°00'00"	10.00	15.71	10.00	14.14	53	88°22'44"	10.00	15.08	8.39	13.60
4	80°00'00"	20.00	31.42	20.00	28.28	54	2°27'48"	379.00	15.81	7.98	15.81
5	81°02'48"	20.00	11.55	10.00	10.00	55	8°00'00"	80.00	11.17	6.59	11.18
6	80°00'00"	10.00	18.84	11.55	14.62	56	48°58'38"	100.00	33.03	16.67	32.89
7	8°10'13"	114.00	12.29	6.14	12.27	57	31°08'12"	38.00	10.03	10.03	19.32
8	87°40'03"	10.00	15.30	9.80	13.65	58	11°43'24"	235.00	14.78	14.78	14.78
9	8°10'13"	885.00	9.28	4.84	9.28	59	20°08'08"	36.00	12.85	6.39	12.86
10	82°15'10"	10.00	16.10	10.40	14.42	60	20°08'08"	55.00	17.57	8.89	17.48
11	88°10'44"	10.00	15.04	9.35	13.66	61	0°34'07"	88.00	0.85	0.32	0.85
12	88°57'12"	20.00	31.05	19.84	28.02	62	20°08'08"	84.00	22.48	11.38	22.39
13	14°32'28"	20.00	8.45	18.05	18.05	63	8°00'00"	120.00	16.76	8.39	16.74
14	14°32'28"	20.00	8.45	18.05	18.05	64	8°00'00"	30.00	47.12	30.00	42.43
15	20°27'40"	20.00	7.14	3.61	7.10	65	14°32'28"	14.00	14.39	14.39	14.39
16	38°32'20"	20.00	13.60	7.18	13.53	66	3°28'28"	292.00	2.00	12.01	29.00
17	0°56'40"	841.00	10.57	6.28	10.57	67	15°30'28"	36.00	8.74	4.80	8.71
18	0°56'40"	548.00	9.00	4.50	9.00	68	15°37'44"	36.00	8.82	4.94	8.79
19	0°23'50"	1708.21	12.82	6.41	12.82	69	2°40'41"	423.00	20.88	10.44	20.88
20	0°34'38"	518.00	5.21	2.81	5.21	70	4°18'42"	114.00	8.08	4.29	8.08
21	0°34'38"	1723.00	20.25	10.55	20.25	71	4°01'49"	330.00	23.21	11.61	23.20
22	11°30'08"	20.00	20.25	10.55	20.25	72	2°48'02"	330.00	18.21	8.11	18.21
23	11°30'08"	20.00	15.88	8.04	15.48	73	2°48'02"	330.00	11.44	5.77	11.44
24	48°39'52"	20.00	29.88	29.88	29.88	74	2°48'02"	330.00	23.17	11.44	23.17
25	1°59'27"	1723.21	29.88	29.88	29.88	75	88°51'39"	10.00	15.88	8.83	14.78
26	53°19'24"	10.00	15.25	10.80	14.55	76	88°51'39"	10.00	15.12	8.43	13.72
27	1°18'57"	1746.21	29.82	19.48	29.82	77	88°51'39"	10.00	15.08	8.39	13.88
28	82°08'24"	10.00	14.88	9.18	13.88	78	88°51'39"	10.00	15.08	8.39	13.88
29	1°08'12"	1708.21	32.88	36.43	32.88	79	88°51'39"	10.00	15.08	8.39	13.88
30	82°08'24"	10.00	15.11	9.43	14.78	80	88°51'39"	10.00	15.08	8.39	13.88
31	88°51'39"	10.00	15.11	9.43	14.78	81	88°51'39"	10.00	15.08	8.39	13.88
32	2°18'58"	423.00	13.28	6.85	13.28	82	88°51'39"	10.00	15.08	8.39	13.88
33	2°18'58"	328.00	13.28	6.85	13.28	83	88°51'39"	10.00	15.08	8.39	13.88
34	0°25'08"	1746.21	12.77	6.38	12.77	84	1°57'54"	340.00	7.01	3.50	7.01
35	8°51'38"	235.00	11.73	6.37	11.73	85	1°57'54"	340.00	11.66	5.83	11.66
36	1°20'13"	300.00	7.00	3.50	7.00	86	0°41'38"	271.00	3.28	1.64	3.28
37	4°08'48"	235.00	17.00	8.51	17.00	87	7°24'11"	178.00	22.74	11.39	22.72
38	4°08'48"	235.00	17.00	8.51	17.00	88	2°58'03"	148.00	7.71	3.89	7.71
39	38°39'21"	20.00	13.43	6.43	13.43	89	1°57'54"	340.00	11.66	5.83	11.66
40	24°20'36"	20.00	8.90	4.31	8.43	90	1°57'54"	340.00	11.66	5.83	11.66
41	20°44'04"	20.00	7.24	3.66	7.20	91	1°57'54"	340.00	11.66	5.83	11.66
42	38°15'58"	20.00	13.71	7.13	13.44	92	1°57'54"	340.00	11.66	5.83	11.66
43	4°46'26"	114.00	9.50	4.75	9.50	93	12°54'13"	70.00	23.44	11.83	23.33
44	1°23'47"	114.00	2.78	1.39	2.78	94	18°28'18"	30.00	15.77	7.92	15.73
45	89°18'38"	20.00	19.88	10.70	19.87	95	11°28'42"	70.00	10.20	5.15	10.15
46	1°23'47"	114.00	2.78	1.39	2.78	96	11°28'42"	70.00	14.02	7.04	14.00
47	51°28'57"	20.00	17.58	8.84	17.58	97	13°07'29"	70.00	18.03	9.06	18.00
48	8°00'00"	100.00	13.86	6.86	13.85	98	1°12'28"	370.00	7.80	3.90	7.80
			64.40	39.12	59.05	99	1°30'02"	20.00	0.64	0.32	0.64
						100	58°09'58"	20.00	11.12	5.64	19.44

674140

AFFIDAVIT OF CORRECTION

3192 692

THE THREE TRACTS N, O, AND P WERE LEFT UNNAMED ON SHEET 7 OF THE RIVERDALE PARK SUBDIVISION. ALL THREE TRACTS ARE TO BE UTILIZED FOR COMMON PARKING AS WAS INDICATED ON SHEET 1 OF THE SUBDIVISION PLAT. TRACT N IS AT THE END OF FOREST COURT, TRACT O IS AT THE END OF GLENCOE COURT, AND TRACT P IS AT THE END OF GRAPE COURT. BY THE SIGNATURE BELOW, RUSS BROWN, GENERAL PARTNER OF NORTH COUNTY, A COLORADO LIMITED PARTNERSHIP, IS HEREBY APPROVING THE ADDITION OF THESE THREE TRACT IDENTIFICATIONS TO SHEET 7 OF THE SUBDIVISION PLAT. EXCEPT FOR THESE ADDITIONS ALL OF THE ORIGINAL RECORDED DOCUMENTS IN REGARD TO THIS MATTER REMAIN THE SAME.

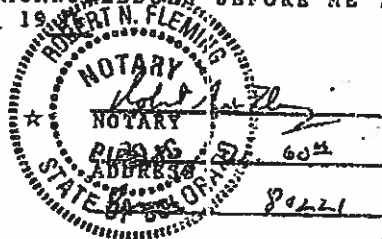
R. Brown
RUSS BROWN, GENERAL PARTNER
NORTH COUNTY, A COLORADO GENERAL PARTNERSHIP

STATE OF COLORADO)
COUNTY OF ADAMS) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
3rd DAY OF June, 1986.

MY COMMISSION EXPIRES:

6/22/88



APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS 10th
DAY OF July, 1986.

Chairman
CHAIRMAN

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS
THIS 28th DAY OF July, 1986.

Chairman
CHAIRMAN

THE ORIGINAL RIVERDALE PARK SUBDIVISION FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO ON THE 15th DAY OF APRIL, 1986 IN FILE NO. 16, MAP NO. 419, RECEPTION NO. 8 642405.

THIS AFFIDAVIT OF CORRECTION IS HEREBY FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT 2:00 O'CLOCK P.M. ON THE 27th DAY OF August, A.D. 1986 IN FILE NO. 3192 MAP NO. 692.
RECEPTION NO. 8674140 Book Page

Deputy
DEPUTY

William Sokol
CLERK AND RECORDER

