

DEN Butterfield SC

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this _____ day of _____, 201__, between Town of Castle Rock, with its principal offices located at 100 N. Wilcox Street, Castle Rock, Colorado 80104, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a ground lease location consisting of approximately fifty (50) square feet (the "Land Space"), more particularly described on the attached **Exhibit A**, located at 3950 Butterfield Crossing Drive, Castle Rock, County of Douglas, State of Colorado (the "Property"), for (i) the installation, operation and maintenance of communications equipment to be constructed and maintained in accordance with the Use By Special Review approved by Lessor and recorded at Reception No. _____ in the public records of Douglas County; (ii) together with the non-exclusive right of ingress and egress the ("Access Right of Way") from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property to and from the Land Space for the purpose of installation, operation and maintenance of LESSEE's communications facility; and (iii) together with non-exclusive utility rights of way ("Utility Rights of Way") for the installation and maintenance of underground utility wires, poles, cables, conduits and pipes along two ten (10) foot wide rights of way across the Property to the Land Space. The Access Right of Way and Utility Rights of Way are collectively referred to herein as the "Rights of Way". The Land Space and Rights of Way are hereinafter collectively referred to as the "Premises" and are as shown on **Exhibit A** attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such additional utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined) the Property is in compliance with all Laws (as defined in Paragraph 23 below).

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises, but in any event not later than 180-days from the Effective Date (the "Commencement Date") at which time rental payments for the first (1st) year of the initial term shall commence and be due at a total annual rental of \$4,200, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until sixty (60) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property; and (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation.

4. ELECTRICAL. Lessee, at its sole expense, shall be responsible for securing electrical service from the local utility company, constructing all electrical infrastructure necessary to serve the communication facilities, and pay any fees or electrical service charges imposed by the local utility company for such electrical service. All electrical infrastructure shall be located within the Utility Rights of Way, as approved by Lessor.

5. EXTENSIONS. Provided that LESSEE is not in default of this Agreement, this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or

frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory structural analysis which will permit LESSEE use of the Premises as set forth above. Approval and/or execution of this Lease by Lessor does not obligate the Lessor to grant the Governmental Approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, or (iv) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party, to the extent permitted by law, shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or

destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term,

until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. Intentionally Deleted.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by LESSEE, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the

sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104
Telephone: (303) 660-1015
Attn: Town Attorney

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-

defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

21. ENVIRONMENTAL. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE. LESSEE shall not be responsible for any hazardous materials that were released prior to the effective date of this Agreement or that do not result from LESSEE's activities

22. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with all Laws relating solely to LESSEE's specific and unique nature of use of the Premises.

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

Intentionally Left Blank

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Town of Castle Rock

By: _____

Name: Jennifer Green

Its: Mayor

Date: _____

Attest:

Town Clerk

Approved as to form:

Robert J. Slentz, Town Attorney

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A" (Page 1 of 2)
Legal Description

[See attached]

18' WIDE ACCESS EASEMENT - PROPOSED

AN 18 FOOT WIDE STRIP OF LAND OVER AND ACROSS THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 198727780 OF THE PUBLIC RECORDS OF DOUGLAS COUNTY, BEING TRACT B, BUTTERFIELD CROSSING PARK (PARENT TRACT), LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID 18 FOOT STRIP BEING 9 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°29'18" EAST, A DISTANCE OF 2632.90 FEET PER THE PLAT OF BUTTERFIELD CROSSING PARK, MONUMENTED AS SHOWN HEREON.

BEGINNING AT A POINT WHENCE THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEARS NORTH 03°34'02" EAST, A DISTANCE OF 1675.55 FEET, ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED 10' WIDE UTILITY EASEMENT #1 AND ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED 5'X10' LEASE AREA;

THENCE NORTH 29°31'26" WEST, A DISTANCE OF 123.83 FEET;
 THENCE NORTH 27°23'42" WEST, A DISTANCE OF 139.36 FEET;
 THENCE ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 57.83 FEET, SAID CURVE HAVING A RADIUS OF 116.00 FEET, A DELTA ANGLE OF 28°33'51", A CHORD BEARING OF NORTH 13°06'46" WEST AND A CHORD LENGTH OF 57.23 FEET;
 THENCE NORTH 01°10'09" EAST, A DISTANCE OF 18.74 FEET;
 THENCE NORTH 07°27'54" EAST, A DISTANCE OF 76.57 FEET;
 THENCE ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 67.54 FEET, SAID CURVE HAVING A RADIUS OF 109.00 FEET, A DELTA ANGLE OF 35°30'07", A CHORD BEARING OF NORTH 10°17'10" WEST AND A CHORD LENGTH OF 66.46 FEET;
 THENCE NORTH 28°02'13" WEST, A DISTANCE OF 111.10 FEET;
 THENCE ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 18.85 FEET, SAID CURVE HAVING A RADIUS OF 61.00 FEET, A DELTA ANGLE OF 17°42'22", A CHORD BEARING OF NORTH 19°11'02" WEST AND A CHORD LENGTH OF 18.78 FEET;
 THENCE NORTH 10°19'52" WEST, A DISTANCE OF 36.94 FEET TO THE NORTHERLY LINE OF TRACT B (PARENT TRACT) AND THE POINT OF TERMINUS, WHENCE THE NORTHEAST CORNER OF SAID TRACT B (PARENT TRACT) BEARS NORTH 87°05'31" EAST, A DISTANCE OF 328.46 FEET.

THE SIDELINES OF SAID STRIP ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT THE NORTHERLY LINE OF THE 5'X10' LEASE AREA AND THE NORTHERLY LINE OF SAID TRACT B (PARENT TRACT), CONTAINING 11714 SQUARE FEET, OR 0.269 ACRES, MORE OR LESS.

5'X10' LEASE AREA LEGAL DESCRIPTION - PROPOSED

A PARCEL OF LAND WITHIN THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 198727780 OF THE PUBLIC RECORDS OF DOUGLAS COUNTY, BEING TRACT B, BUTTERFIELD CROSSING PARK (PARENT TRACT), LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°29'18" EAST, A DISTANCE OF 2632.90 FEET PER THE PLAT OF BUTTERFIELD CROSSING PARK, MONUMENTED AS SHOWN HEREON.

BEGINNING AT A POINT WHENCE THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEARS NORTH 03°34'02" EAST, A DISTANCE OF 1675.55 FEET, ALSO BEING THE POINT OF BEGINNING OF THE HEREINBEFORE DESCRIBED 18' WIDE ACCESS EASEMENT AND ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED 10' WIDE UTILITY EASEMENT #1;

THENCE NORTH 62°24'14" EAST, A DISTANCE OF 2.05 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED 10' WIDE UTILITY EASEMENT #2;
 THENCE CONTINUING NORTH 62°24'14" EAST, A DISTANCE OF 2.85 FEET;
 THENCE SOUTH 27°35'46" EAST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH 62°24'14" WEST, A DISTANCE OF 10.00 FEET;
 THENCE NORTH 27°35'46" WEST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH 62°24'14" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50 SQUARE FEET, OR 0.001 ACRES, MORE OR LESS.

10' WIDE UTILITY EASEMENT #1 - PROPOSED

A 10 FOOT WIDE STRIP OF LAND OVER AND ACROSS THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 198727780 OF THE PUBLIC RECORDS OF DOUGLAS COUNTY, BEING TRACT B, BUTTERFIELD CROSSING PARK (PARENT TRACT), LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID 10 FOOT STRIP BEING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°29'18" EAST, A DISTANCE OF 2632.90 FEET PER THE PLAT OF BUTTERFIELD CROSSING PARK, MONUMENTED AS SHOWN HEREON.

BEGINNING AT A POINT WHENCE THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEARS NORTH 03°34'02" EAST, A DISTANCE OF 1675.55 FEET, ALSO BEING THE POINT OF BEGINNING OF THE HEREINBEFORE DESCRIBED 18' WIDE ACCESS EASEMENT AND ALSO BEING THE POINT OF BEGINNING OF THE HEREINBEFORE DESCRIBED 5'X10' LEASE AREA;

THENCE NORTH 48°14'59" WEST, A DISTANCE OF 92.40 FEET;
 THENCE ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 37.14 FEET, SAID CURVE HAVING A RADIUS OF 105.00 FEET, A DELTA ANGLE OF 20°15'51", A CHORD BEARING OF NORTH 38°07'03" WEST AND A CHORD LENGTH OF 38.94 FEET;
 THENCE NORTH 27°59'08" WEST, A DISTANCE OF 103.81 FEET;
 THENCE ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 7.94 FEET, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 12°59'21", A CHORD BEARING OF NORTH 21°29'28" WEST AND A CHORD LENGTH OF 7.92 FEET;
 THENCE NORTH 14°59'47" WEST, A DISTANCE OF 71.05 FEET;
 THENCE ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 7.05 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 16°09'57", A CHORD BEARING OF NORTH 06°54'49" WEST AND A CHORD LENGTH OF 7.03 FEET;
 THENCE NORTH 01°10'09" EAST, A DISTANCE OF 42.54 FEET;
 THENCE NORTH 07°27'54" EAST, A DISTANCE OF 77.89 FEET;
 THENCE ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 52.67 FEET, SAID CURVE HAVING A RADIUS OF 85.00 FEET, A DELTA ANGLE OF 35°30'07", A CHORD BEARING OF NORTH 10°17'10" WEST AND A CHORD LENGTH OF 51.83 FEET;
 THENCE NORTH 28°02'13" WEST, A DISTANCE OF 111.10 FEET;
 THENCE ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 26.27 FEET, SAID CURVE HAVING A RADIUS OF 85.00 FEET, A DELTA ANGLE OF 17°42'22", A CHORD BEARING OF NORTH 19°11'02" WEST AND A CHORD LENGTH OF 26.16 FEET;
 THENCE NORTH 10°19'52" WEST, A DISTANCE OF 16.28 FEET;
 THENCE ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 28.11 FEET, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 46°00'52", A CHORD BEARING OF NORTH 33°20'18" WEST AND A CHORD LENGTH OF 27.38 FEET TO THE NORTHERLY LINE OF TRACT B (PARENT TRACT) AND THE POINT OF TERMINUS, WHENCE THE NORTHEAST CORNER OF SAID TRACT B (PARENT TRACT) BEARS NORTH 87°05'31" EAST, A DISTANCE OF 363.46 FEET.

THE SIDELINES OF SAID STRIP ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT THE NORTHERLY LINE OF THE 5'X10' LEASE AREA AND THE NORTHERLY LINE OF SAID TRACT B (PARENT TRACT).

CONTAINING 6746 SQUARE FEET, OR 0.155 ACRES, MORE OR LESS.

10' WIDE UTILITY EASEMENT #2 - PROPOSED

A 10 FOOT WIDE STRIP OF LAND OVER AND ACROSS THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 198727780 OF THE PUBLIC RECORDS OF DOUGLAS COUNTY, BEING TRACT B, BUTTERFIELD CROSSING PARK (PARENT TRACT), LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID 10 FOOT STRIP BEING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°29'18" EAST, A DISTANCE OF 2632.90 FEET PER THE PLAT OF BUTTERFIELD CROSSING PARK, MONUMENTED AS SHOWN HEREON.

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE HEREINBEFORE DESCRIBED 5'X10' LEASE AREA, WHENCE THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEARS NORTH 03°30'12" EAST, A DISTANCE OF 1574.49 FEET;

THENCE NORTH 01°17'24" EAST, A DISTANCE OF 141.79 FEET;
 THENCE NORTH 62°14'49" EAST, A DISTANCE OF 18.63 FEET TO THE POINT OF TERMINUS, WHENCE THE NORTHEAST CORNER OF TRACT B (PARENT TRACT) BEARS NORTH 12°21'56" EAST, A DISTANCE OF 475.73 FEET.

THE SIDELINES OF SAID STRIP ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT THE EASTERLY LINE OF UTILITY EASEMENT #1, THE EASTERLY LINE OF THE 5'X10' LEASE AREA AND TO BE PERPENDICULAR AT THE END.

CONTAINING 1567 SQUARE FEET, OR 0.036 ACRES, MORE OR LESS.

DEN BUTTERFIELD SC - LEASE EXHIBIT "A" (SHEET 1 OF 2)



16035 TABLE MOUNTAIN PARKWAY
 Golden, CO 80403 303-993-3293
 WWW.CENTERLINESOLUTIONS.COM

DRAWN: MC

CHECKED: KR

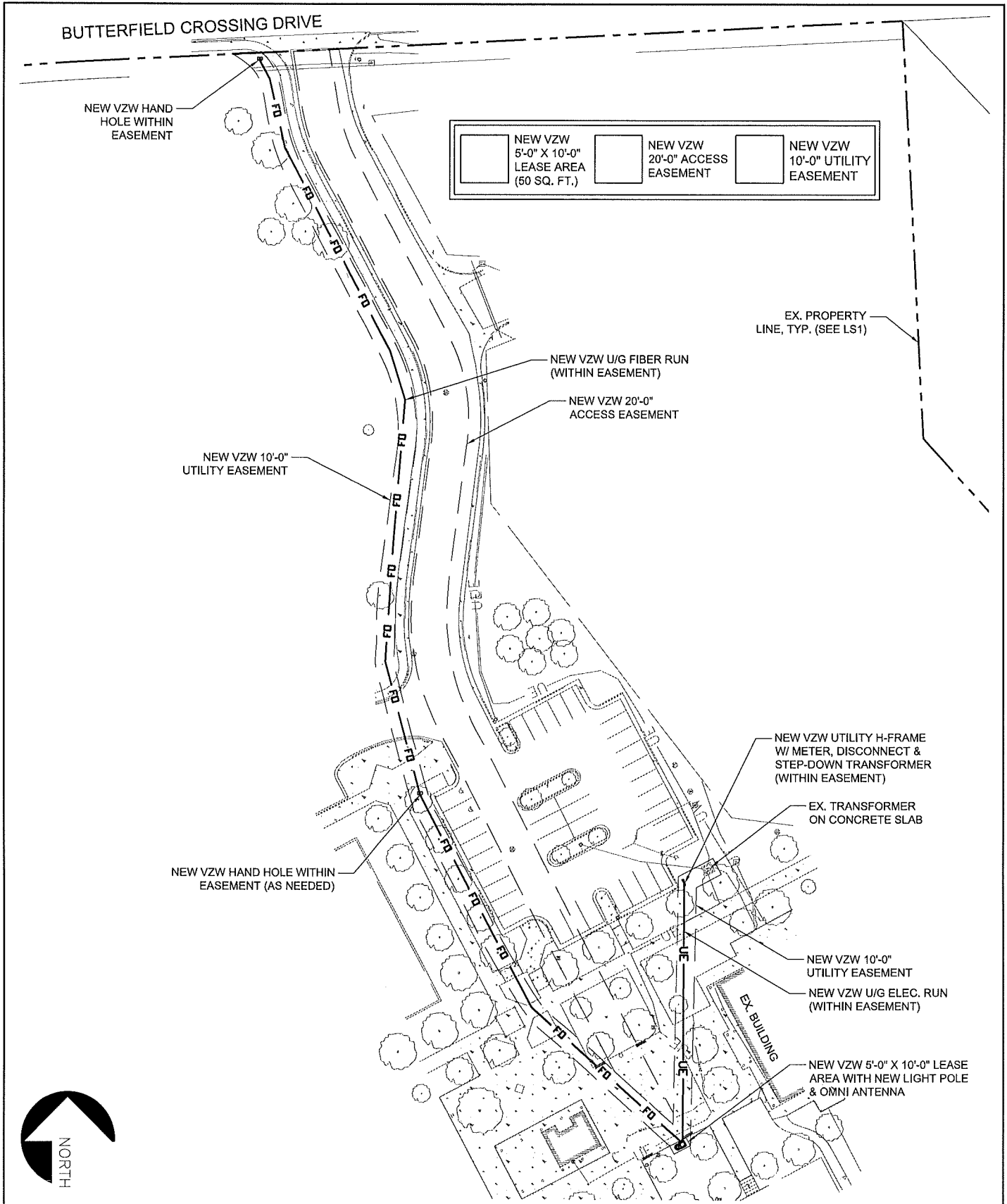
APPROVED: KS

SCALE: N/A

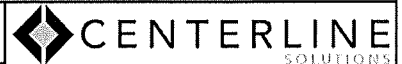
DATE: 4/28/17

EXHIBIT "A" (Page 2 of 2)
SITE PLAN

[See attached]



DEN BUTTERFIELD SC - LEASE EXHIBIT "A" (SHEET 2 OF 2)



16035 TABLE MOUNTAIN PARKWAY
Golden, CO 80403 303-993-3293
WWW.CENTERLINESOLUTIONS.COM

DRAWN: MC

CHECKED: KR

APPROVED: KS

SCALE: 1"=70'

DATE: 4/28/17