

## EXHIBIT 1

Eco-Site Site Name: Loop Rd  
Eco-Site Site No.: CO-0024

### 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 Eco-Site, LLC, a Delaware limited liability company with its principal offices at 240 Leigh Farm Rd., Suite 415, Durham, North Carolina 27707, 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 two thousand one hundred (2100) square feet (the "Land Space") located at 1135 Eveningsong 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 over, under or along a ten (10) foot wide right of way and a twenty (20) foot wide right of way (i.e. the Access Right of Way) across the Property to the Land Space, as further depicted on the attached **Exhibit A**. 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." 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). Lessor makes no representation or warranty as to the suitability of the Property for its intended use by Lessee, including subsurface conditions.

### 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 construction and installation of the equipment on the Premises (the "Commencement Date") at which time rental payments for the first (1<sup>st</sup>) year of the initial term shall commence and be due at a total annual rental of Twenty-Four Thousand and No/100 Dollars (\$24,000.00), 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 ("Rent"). 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 the commencement of any extension Term, as set forth in Paragraph 5, below, the amount of Rent paid by Lessee shall increase ten percent (10%) for such extended Term.

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. 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. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

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, outside of any notice and cure periods, 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 engineering design and soil boring tests 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/WAIVERS.

a. 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.

b. LESSOR will not assert any claim whatsoever against LESSEE for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by LESSOR as a result of the construction, maintenance, operation or use of the Premises by LESSEE.

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 buildings, antenna structure (including footings up to three (3) feet below grade), 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 of record 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. LESSEE may sublet the Premises within its sole discretion. Any sublease that is entered into by the LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs, and legal representatives of the respective Parties hereto.

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: Eco-Site, LLC  
240 Leigh Farm Road, Suite 415  
Durham, NC 27707  
Attn: General Counsel  
Site No.: CO\_0024 Loop Rd

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.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants



and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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:**

\_\_\_\_\_  
**Lisa Anderson, Town Clerk**

**Approved as to form:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

**LESSEE:** Eco-Site, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**A PORTION OF THAT PARCEL OF LAND IN DOUGLAS COUNTY, STATE OF COLORADO, AS MORE FULLY DESCRIBED IN DEED BOOK 2068, PAGE 918, ID# 2505-234-00-013, BEING KNOWN AND DESIGNATED AS FOLLOWS:**

**A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 23 AND IN THE WEST HALF OF SECTION 24, BOTH IN TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23, TOWNSHIP N 00° 51' 71" E A DISTANCE OF 2218.48 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:**

- 1. THENCE N 70° 53' 54" W A DISTANCE OF 290.22 FEET;**
- 2. THENCE N 39° 42' 00" W A DISTANCE OF 261.75 FEET;**
- 3. THENCE N 50° 18' 00" E A DISTANCE OF 575.00 FEET;**
- 4. THENCE S 39° 42' 00" E A DISTANCE OF 510.00 FEET;**
- 5. THENCE S 50° 18' 00" W A DISTANCE OF 424.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.**

**THE ABOVE PARCEL DESCRIBED PARCEL CONTAINS 6.30 ACRES, MORE OR LESS.**

**THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR S 89° 47' 24" W FROM THE SOUTHEAST CORNER OF SAID SECTION 23 (A 3.25" ALUM. CAP. LS 6935) TO THE SOUTH QUARTER CORNER OF SAID SECTION 23 (A 2.5" ALUM. CAP LS 6935).**

**A PORTION OF THAT PARCEL OF LAND IN DOUGLAS COUNTY, STATE OF COLORADO, AS MORE FULLY DESCRIBED IN DEED INST# 2013028093, ID# 2505-243-12-001, BEING KNOWN AND DESIGNATED AS FOLLOWS:**

**TRACT B, CRYSTAL RANCH FILING NO. 4, 1ST AMENDMENT, DOUGLAS COUNTY, COLORADO A PORTION OF THAT PARCEL OF LAND IN DOUGLAS COUNTY, STATE OF COLORADO, AS**

**MORE FULLY DESCRIBED IN DEED INST# 2007030284, ID# 2505-242-00-003, BEING KNOWN AND DESIGNATED AS FOLLOWS:**

**PARCEL 3:**

**AN IRREGULAR PARCEL OF LAND LYING IN THE WEST HALF OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, FROM WHICH THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER BEARS SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST; THENCE NORTH 86 DEGREES 58 MINUTES 11 SECONDS EAST, 2,752.03 FEET TO A POINT ON THE NORTHEAST LINE OF THAT PARCEL DESCRIBED AT RECEPTION NO. 01056225 OF THE DOUGLAS COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE NORTH 54 DEGREES 45 MINUTES 11 SECONDS EAST, 497.55 FEET; THENCE NORTH 33 DEGREES 52 MINUTES 45 SECONDS EAST, 334.54 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 56 MINUTES 18 SECONDS (THE CHORD OF WHICH BEARS SOUTH 02 DEGREES 40 MINUTES 34 SECONDS WEST, 219.37 FEET), 225.90 FEET; THENCE SOUTH 26 DEGREES 38 MINUTES 43 SECONDS WEST, 81.54 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 48 MINUTES 39 SECONDS (THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 03 MINUTES 03 SECONDS WEST, 26.12 FEET), 26.14 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 22**

SECONDS WEST, 73.65 FEET; THENCE SOUTH 54 DEGREES 32 MINUTES 38 SECONDS EAST, 5.01 FEET TO THE NORTH CORNER OF CRYSTAL VALLEY RANCH - FILING NO. 4 AS

**EXHIBIT "A" (Page 2 of 2)**

RECORDED AT RECEPTION NO. 2003178169 OF THE DOUGLAS COUNTY RECORDS;  
THENCE ALONG THE NORTHWEST LINE OF SAID CRYSTAL VALLEY RANCH - FILING NO.  
4 THE FOLLOWING COURSES:

THENCE SOUTH 35 DEGREES 27 MINUTES 22 SECONDS WEST, 1.54 FEET TO A POINT ON A  
CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF  
175.00 FEET AND A CENTRAL ANGLE OF 04 DEGREES 33 MINUTES 00 SECONDS (THE  
CHORD OF WHICH BEARS SOUTH 37 DEGREES 43 MINUTES 24 SECONDS WEST, 13.89  
FEET), 13.90 FEET; THENCE SOUTH 39 DEGREES 59 MINUTES 54 SECONDS WEST, 74.37  
FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT  
HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 03 DEGREES 41 MINUTES  
02 SECONDS (THE CHORD OF WHICH BEARS SOUTH 38 DEGREES 09 MINUTES 23 SECONDS  
WEST, 14.46 FEET), 14.47 FEET; THENCE SOUTH 36 DEGREES 18 MINUTES 52 SECONDS W,  
409.62 FEET TO A POINT ON SAID NORTHEAST LINE OF THAT PARCEL DESCRIBED AT  
RECEPTION NO. 01056225; THENCE ALONG SAID NORTHWEST LINE NORTH 39 DEGREES  
42 MINUTES 00 SECONDS WEST, 289.91 FEET TO THE POINT OF BEGINNING.  
BY FEE SIMPLE DEED FROM MAPLE GROVE LAND LIMITED PARTNERSHIP, RICHARD A.  
PUTNAM, AND WAYNE E. BROWN FAMILY, L.L.C. AS SET FORTH IN BOOK 2068 PAGE 918  
DATED 06/21/2001 AND RECORDED 06/21/2001, DOUGLAS COUNTY RECORDS, STATE OF  
COLORADO.

(PARCEL ID# 2505-234-00-013)

BY FEE SIMPLE DEED FROM MAPLE GROVE LAND LIMITED PARTNERSHIP, PUTNAM CVR,  
LLC, WAYNE E. BROWN FAMILY LLC AS SET FORTH IN INST# 2013028093 DATED 04/02/2013 AND  
RECORDED 04/05/2013, DOUGLAS COUNTY RECORDS, STATE OF COLORADO. (PARCEL ID#  
2505-243-12-001

BY FEE SIMPLE DEED FROM MAPLE GROVE LAND LIMITED PARTNERSHIP, RICHARD A.  
PUTNAM, AND WAYNE E. BROWN FAMILY L.L.C. AS SET FORTH IN INST# 2007030284 DATED  
04/03/2007 AND RECORDED 04/17/2007, DOUGLAS COUNTY RECORDS, STATE OF COLORADO.  
(PARCEL ID# 2505-242-00-003)