

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the "City" or "Lessee"), and **CENTRAL LODGING, LLC**, a Colorado Limited Liability Company, whose address is 10 East 120th Avenue, Northglenn, Colorado 80233 (the "Lessor").

WITNESSETH

WHEREAS, the Lessor is the owner of certain property located at 4849 Bannock Street, Denver, Colorado 80216 ("Property"); and

WHEREAS, the Lessor is desirous of leasing said Property to Lessee for a non-congregate navigation center as set forth in this Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessor agree as follows:

1. **LEASED PREMISES**: Subject to the terms of this Lease Agreement (hereinafter referred to as "Lease"), the Lessor agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the Lessor those certain premises (the "Leased Premises") located at 4849 Bannock Street, Denver, Colorado 80216, as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein. The description contained on **Exhibit A** may be modified upon the written authorization of the Director of Real Estate to correct minor, technical errors.

2. **TERM**: The term of this Lease shall begin on the date the fully executed Agreement is delivered to the Lessor ("Commencement Date") and terminate one (1) year from the Commencement Date, or sooner if terminated pursuant to the terms of this Lease.

3. **RENT**: The Lessee shall pay to the Lessor for the rent of the Leased Premises the sum of \$120 per day per room for a total of **Nine Million Six Hundred and Thirty-Six Thousand dollars (\$9,636,000)** a year for the full Lease term paid monthly in advance on the first of the month starting in January of 2024. In January of 2024, Lessee shall pay the balance of December 2023, and January.

In the event it is necessary for the Property's continued use as a shelter, the City shall reimburse Landlord for the cost of terminating a franchise agreement in an amount up to \$745,000.

In order to receive reimbursement Landlord shall provide evidence of the need for and the payment of the termination fee.

4. **MAXIMUM CONTRACT AMOUNT:** Notwithstanding any other provision in this Lease, the City's Maximum payment obligation will not exceed **Ten Million Three Hundred and Eighty-One Thousand dollars (\$10,381,000)**.

5. **USE:** The Leased Premises are to be used and occupied by the City for any lawful purpose. The City shall use the premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. Landlord acknowledges that they will work with the City for any necessary zoning and/or permitting necessary for the City to use the Leased Premises for its intended use.

6. **"AS IS" CONDITION:** The Leased Premises are accepted by the City in an "AS IS," "WHERE IS" condition, with all faults and defects. The Lessor does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

7. **QUIET ENJOYMENT:** Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pay the rental herein recited and performs all of Lessee's covenants and agreements herein contained.

8. **IMPROVEMENTS AND ALTERATIONS:**

a. **By Lessor:** Unless otherwise expressly stipulated herein, the Lessor shall not be required to make any improvements to or repairs of any kind or character on the Leased Premises during the term of this Lease, except repairs as may be deemed necessary by the Lessor for normal maintenance operations of the Leased Premises.

b. **By Lessee:** Lessee shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld.

9. **ENTRY BY LESSOR:** Lessee shall permit Lessor to enter into and upon the Leased Premises at all reasonable hours to inspect the same, and make any repairs deemed necessary by the Lessor.

10. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Lessee shall deliver the Leased Premises to the Lessor in the same condition as the Leased Premises were in at the beginning of this Lease term, ordinary wear and tear excepted; and Lessee shall remove all of Lessee's movable furniture and other effects.

11. **INDEMNITY:**

a. Lessor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Lease Agreement, whether during the Lease Term or after, ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Lessor either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Lessor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Lessor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Lessor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Lease Agreement shall in

no way lessen or limit the liability of the Lessor under the terms of this indemnification obligation. The Lessor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. **LOSS OR DAMAGE:**

a. The City shall not be liable or responsible to Lessor for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. If the Leased Premises, through no fault or neglect of Lessee, its agents, its employees, invitees, or visitors shall be partially destroyed by fire or other casualty so as to render the Leased Premises untenable, and the Lessor elects to repair the same, the Lease shall continue in full force and effect. In the event such repairs cannot be made within ninety (90) days, the City may elect to terminate this Lease. In the event of the total destruction of the Leased Premises, or partial destruction in the event the Lessor elects not to repair the Leased Premises, without fault or neglect of the City, its agents, employees, invitees, or visitors, or if from any cause the Leased Premises shall be so damaged, then all rent owed up to the time of such destruction or termination shall be paid by the City and this Lease shall cease and come to an end.

b. By virtue of provisions of Colorado law, the City does not have the authority to, and shall not, indemnify a contractor; provided, however, the City agrees to reimburse Lessor for loss, liability or expense up to a maximum of **Three Hundred Thousand dollars (\$300,000)** for all loss, liability or expense under this Agreement regardless of nature, including, but not limited to individual or class claims arising in tort, contract or statute, that arises out of or relates to: (i) the City's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the City is established by a court of law or where settlement has been agreed to between the City and Lessor, or (ii) third party claims brought against Lessor that result from Lessor's affiliation with this

Agreement. The **Three Hundred Thousand dollars (\$300,000)** maximum liability is the City's total possible liability under this Agreement, and is not a per occurrence, per event, per claimant, or any other individual liability maximum. This provision shall not be construed to limit the City's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the City arising out of its status as an instrumentality of a sovereign state or entity, or under the Eleventh Amendment to the United States Constitution.

13. **HAZARDOUS SUBSTANCES:** The City shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by Lessee, Lessee's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises, or if the Leased Premises become contaminated in any manner due to the actions or inactions of the Lessee, Lessee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Lease Term and arising as a result of those actions or inactions by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous

substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

14. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Lessee, the Lessor shall have all of the rights and remedies provided at law or in equity.

15. **TERMINATION:** The City may, at the discretion of the Director of Real Estate, terminate this Lease upon thirty (30) days written notice to the Lessor in the event the Lessor does not meet the obligations and goals set forth in this Lease. The Lessor shall be given the right to cure any deficiencies noted within thirty (30) days of notice from the City. If such cure is effected within the thirty (30) day period, or in the event the cure cannot be fully completed within thirty (30) days, and Lessor has started making good faith efforts to cure any violations, and has completed such actions within ninety (90) days, this Lease will not be terminated. Determination of whether a cure has been effected shall be at the sole discretion of the Director of Real Estate.

16. **NONDISCRIMINATION:** In connection with Lessor's performance pursuant to this Lease, Lessor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Lessor shall insert the foregoing provision in all subcontracts.

17. **LESSOR'S INSURANCE:** From the commencement of this Lease, and at all times throughout the term, Lessor shall carry and maintain the following insurance policies. Lessor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice

is unavailable from the insurer, Lessor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Lessor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessor. The Lessor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- a. Workers' Compensation/Employer's Liability Insurance: Lessor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- b. Property Insurance: Lessor shall provide 100% replacement cost for Lessor's tenant improvements and personal property.
- c. Commercial General Liability: Lessor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Lessor's coverage is to be primary and non-contributory with any coverage or self insurance maintained by the City. The City and County of Denver, its officers, officials and employees shall be included as additional insureds.
- d. Automobile Liability: Lessor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- e. Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees for all coverages required.
- f. The certificates evidencing the existence of the above policy or policies, all in such form as the City's Risk Management Office may require, are to be provided to the City upon execution of this Lease. The City's acceptance of a certificate of insurance or other

proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Lessor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

18. **VENUE, GOVERNING LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the State District Court in and for the City and County of Denver, Colorado.

19. **ASSIGNMENT AND RIGHT TO SUBLEASE**: The Lessor shall not assign, sublet or transfer its rights under this Lease without first obtaining the written consent of the City and County of Denver Director of Real Estate.

20. **EXAMINATION OF RECORDS**: The Lessor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after termination of Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Lessor involving matters directly related to this Lease.

21. **AMENDMENT**: No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease, however, the Director of Real Estate shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

22. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

23. **BINDING EFFECT:** This Lease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or sublease in accordance with paragraph 23 above.

24. **THIRD PARTIES:** This Agreement does not, and shall not be deemed or construed to, confer upon or grant to a third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

25. **NOTICES:** All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City: Mayor's Office
City and County Building
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney
Denver City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Department of Finance | Office of Real Estate
Attn: Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Denver Department of Housing
Attn: Director of HOST
201 West Colfax Avenue, 6th Floor
Denver, Colorado 80202

To Lessor: Central Lodging, LLC
Attn: Mr. Bruce Rahmani
10 East 120th Avenue
Northglenn, Colorado 80233
bruce@coloradohospitality.com

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the party.

26. **LESSEE'S RESPONSIBILITIES:**

- a. Lessee shall be responsible for selection process of guests.
- b. Lessee shall provide food per a separate agreement with a service provider.
- c. Lessee will provide a liaison to address concerns and communicate vacancies and length of stay.

27. **LESSOR'S RESPONSIBILITIES:**

- a. Lessor will provide all bed bugs treatments, hazmat treatment, emergency restoration, and other special improvements requested by City staff.
- b. Lessor will provide rooms in a condition cleaned and suitable for initial occupancy at the start of the Lease, including without limitation bedding, linens, towels, and other amenities customarily provided by Lessor to hotel guests. Lessor shall ensure a supply of linens and towels for Lessee to provide guests when replacing such with clean linens and towels. Lessor will clean linens once a week.
- c. Lessor will pick up towels twice a week, or as requested by guests.
- d. Lessor will vacuum, clean showers, floors, mirrors, countertops, and bathrooms once a week. If there is an extended stay guest, Lessor will do a full room clean wiping down surfaces of the room once a month.
- e. Lessor will provide trash service and pest control for the Leased Premises.
- f. Lessor will provide all maintenance and repairs to the Leased Premises. This includes snow removal, trash pickup maintenance of the landscape, parking lot, interior and exterior common areas, building systems (HVAC, sprinklers, boiler, fire panel, etc.), kitchen, washers and dryers, roof, hallways, doors, entry systems, security systems/cameras, and access to those security systems. Lessor will also make sure all TVs, refrigerators, toasters, coffee pots, or any other electronic devices is in working order. Lessor will also keep all sidewalks clear from snow and ice.
- g. Lessor will provide WIFI, phone service, water, sewer. electric, gas and all utilities, and ensure their operations.
- h. Lessor will provide Lessee and its staff access to the entire Property

commonly available to guests of the Property, including but not limited to, parking, conference rooms, and the fitness center.

- i. Lessor will allow common areas to be used for staff during the daytime hours.
- j. Lessor will allow use of the entire parking lot for any legal purpose including the use for temporary sheltering of individuals experiencing homelessness at the discretion of the Lessee.

In the event the Lessee elects to use the parking lot for temporary sheltering, the parties will negotiate the role of the parties at that time.

28. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. Further, this Lease supersedes any and all prior written or oral agreements between the parties.

29. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any performance hereunder constitute or be construed to be a waiver by any party or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Lease shall be deemed or taken to be a waiver of any other default or breach.

30. **NO PERSONAL LIABILITY**: No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

31. **CONFLICT OF INTEREST BY CITY OFFICER**: Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interest in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

32. **APPROPRIATION**: All obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

33. **REASONABLENESS OF CONSENT OR APPROVAL**: Whenever under this Lease “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

34. **AUTHORITY TO EXECUTE**: Lessee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Lessee.

35. **PARAGRAPH HEADINGS**: The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

36. **CITY’S EXECUTION OF AGREEMENT**: This Lease shall not be or become effective or binding on the City until full execution by all signatories set forth below.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Lessor consents to the use of electronic signatures by the City. The Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Lease solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW]**

Contract Control Number:
Contractor Name:

FINAN-202371671-00
CENTRAL LODGING LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202371671-00
CENTRAL LODGING LLC

By: *Please see next page for Signature*

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

LESSOR:

Central Lodging, LLC,
a Colorado limited liability company

By: Bruce Rahmani
Bruce Rahmani, President of Colorado Hospitality
Services, Inc. as Manager of Central Lodging, LLC

EXHIBIT "A"

A PARCEL, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
CITY OF AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF AND COUNTY OF DENVER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EASTERLY LINE OF THE SUBJECT PROPERTY AS BEARING SOUTH 00°20'28" WEST, SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF BANNOCK STREET (INTERSTATE 25) BETWEEN TWO FOUND MONUMENTS, BEING A FOUND #5 REBAR WITH 1½" ALUMINUM CAP, STAMPED "FLATIRONS SURV 16406" AT THE NORTH END OF SAID LINE AND A FOUND ¾" BRASS TAG, STAMPED "FSI 16406" AT THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO:

BEGINNING AT SAID SOUTHEAST CORNER OF THE SUBJECT PROPERTY SAID POINT ALSO BEING THE NORTHEASTERLY POINT OF THAT COOT PARCEL RECORDED AT RECEPTION NUMBER 0000028679, DATED MARCH 24, 1992; THENCE ALONG SAID NORTHERLY LINE, THE FOLLOWING THREE COURSES AND DISTANCES:

- 1) SOUTH 74°22'50" WEST, A DISTANCE OF 60.30 FEET; THENCE
- 2) NORTH 00°20'28" EAST, A DISTANCE OF 12.50 FEET; THENCE
- 3) SOUTH 62°49'40" WEST, A DISTANCE OF 350.28 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 48TH AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 89°57'57" WEST, A DISTANCE OF 125.74 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 00°00'22" EAST, A DISTANCE OF 137.89 FEET; THENCE NORTH 89°53'58" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 00°13'00" EAST, A DISTANCE OF 373.19 FEET; THENCE NORTH 89°50'25" EAST, A DISTANCE OF 30.75 FEET; THENCE NORTH 00°11'32" WEST, A DISTANCE OF 122.80 FEET; THENCE SOUTH 89°54'34" EAST, A DISTANCE OF 28.91 FEET; THENCE NORTH 00°09'55" EAST, A DISTANCE OF 126.07 FEET; THENCE SOUTH 89°41'41" EAST, A DISTANCE OF 197.59 FEET; THENCE SOUTH 00°09'13" WEST, A DISTANCE OF 88.87 FEET; THENCE SOUTH 89°50'47" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 12°02'13" WEST, A DISTANCE OF 98.00 FEET; THENCE SOUTH 80°41'47" EAST, A DISTANCE OF 106.55 FEET; THENCE NORTH 12°08'28" EAST, A DISTANCE OF 193.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BANNOCK STREET (INTERSTATE 25); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 00°20'28" WEST, A DISTANCE OF 582.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 264,697 SQUARE FEET OR 6.08 ACRES OF LAND, MORE OR LESS

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND I INTEND TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATUTE.

JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.



JOB NO. 12-59,411

THIS IS NOT A "LAND SURVEY PLAT" OR "RECORDING SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.
FSI JOB NO. 12-59,411 DRAWN BY: M. VOYLES DATE: 03/05/12

Flatirons, Inc.

Surveying, Engineering & Geomatics

3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830

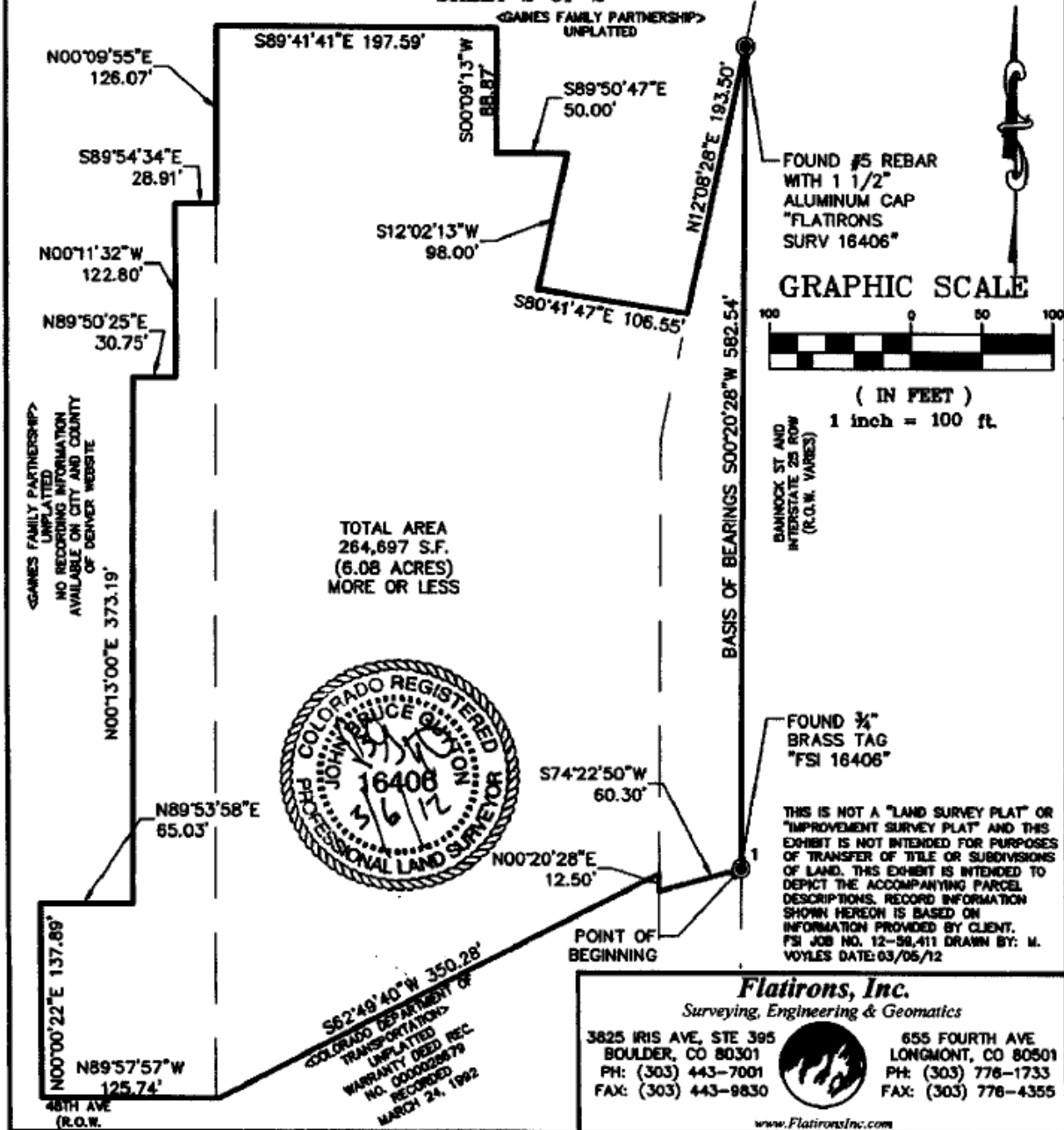


655 FOURTH AVE.
LONGMONT, CO 80501
PH: (303) 778-1733
FAX: (303) 778-4355

www.FlatironsInc.com

EXHIBIT "A"

A PARCEL, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
CITY OF AND COUNTY OF DENVER, STATE OF COLORADO
SHEET 2 OF 2



Flatirons, Inc.
Surveying, Engineering & Geomatics

3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830

655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

www.FlatironsInc.com