

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of this 24th day of November 2009, by and between COMPARK LAND COMPANY, a Colorado corporation, whose address is 8480 East Orchard Road, Suite 6200, Greenwood Village, Colorado, for itself and as successor-in-interest to Compark Properties, LLC, a Colorado limited liability company, and Compark Investments, LLC, a Colorado limited liability company, as their interests may appear ("CLC"), and the COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT (formerly known as E-470 Business Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8930 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado ("Compark").

R E C I T A L S

WHEREAS, pursuant to that certain Water Supply Conduit License and Capacity Agreement, dated September 5, 2002 (the "License Agreement"), Compark attempted to grant the East Cherry Creek Valley Water and Sanitation District ("ECCV") a non-exclusive license to enter, re-enter, occupy, and use certain property owned by CLC to construct, maintain, repair, replace, remove, and operate a water pipeline with a diameter of 54", to be owned, operated and maintained by ECCV, together with related improvements and fixtures, over a certain property; and

WHEREAS, ECCV has installed the contemplated pipeline and related improvements; and

WHEREAS, CLC now wishes to convey to Compark for prophylactic purposes and to provide an after-acquired interest to Compark to fully authorize the License Agreement, a non-exclusive, permanent easement for the water pipeline and related fixtures under the terms stated herein.

C O V E N A N T S

NOW, THEREFORE, for and in consideration of the terms and conditions of the License Agreement, the Recitals set forth above and incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CLC and Compark agree as follows:

1. Grant. FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by CLC, CLC, for itself and as successor-in-interest to Compark Properties, LLC, a Colorado limited liability company, and Compark Investments, LLC, a Colorado limited liability company, as their interests may appear, hereby grants, bargains, sells, and conveys to Compark and its successors and assigns a perpetual non-exclusive easement (the

#2009098432, 12/21/2009 at 03:06:37 PM,
1 OF 9, Rec Fee \$46.00
Douglas County CO Jack Arrowsmith,
Clerk & Recorder

"Easement"), in, to, through, over, under and across those certain three (3) parcels of real property located in Douglas County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "Premises") to enter, re-enter, occupy, and use the Premises to construct, maintain, repair, replace, relocate, remove, and operate only one water pipeline with a diameter of fifty-four (54") inches and all underground and approved surface appurtenances thereto, including electric or other related control systems, underground cables, wires and connections, valves, vaults, manholes, pump stations, pressure regulators, control systems, and the like ("Improvements") in, through, under, and across the Premises, subject and pursuant to the terms and conditions set forth herein and subject to the terms and conditions of the License Agreement, as may be appropriate.

2. Limitations on Use. CLC may construct or place any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any landscaping features, trees or shrubs, on any part of the Premises without having first obtained the prior written consent of Compark, if CLC's proposed improvements will not materially or unreasonably interfere with Compark's use of the Easement granted hereby.

3. Access. Compark, its agents, contractors, successors and assigns, shall have the right of perpetual ingress and egress in, to, through, over, under, and across the Premises for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Agreement or the License Agreement as may be applicable.

4. Restoration. Upon completion of any activities that disturb the surface of the Premises, Compark shall restore the grade of the Premises to the condition it was in immediately prior to such disturbance, except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Any excess earth resulting from installations by Compark shall be removed from the Premises at the sole expense of Compark. All water pipelines installed within the Premises by Compark and/or ECCV as its licensee shall be laid not less than four feet below the natural surface of the adjacent ground.

5. Maintenance. Compark shall cause the Improvements to be reasonably maintained. Aesthetic maintenance (including but not limited to the mowing of lawns, grasses and the trimming of bushes and shrubs) shall not be performed by Compark.

6. Certain Reserved Rights. Except as otherwise provided in this Agreement, CLC reserves the right to use the Premises and to grant further easement or license interests in the Premises to other entities so long as (i) such interests and uses do not materially or unreasonably interfere with the use of Compark, its successors and assigns as permitted herein, and (ii) CLC does not allow any other utility lines or facilities to be located within six feet (6') of any Improvements without obtaining Compark's prior written consent.

7. Subjacent and Lateral Support; Earth Cover. Both Compark and CLC shall have the right of subjacent and lateral support. CLC shall not take any action which would impair the lateral or subjacent support for the Improvements or modify or impair the earth cover over any installed lines, mains or other underground Improvements without consulting with and receiving the approval of Compark.
8. Assignment. Compark shall not assign, convey, or license any of its interest in the Easement without CLC's prior written consent.
9. Title. CLC represents and warrants that it owns the Premises in fee simple and has full power and lawful authority to grant, bargain, sell, and convey the Easement as contemplated by this Agreement.
10. Runs With Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Premises and are to run with the land. In the event that Compark abandons the Easement or the Easement is no longer required, Compark and CLC shall execute a vacation of such Easement.
11. Section Headings. The section headings contained herein are included for reference purposes only.
12. Enforcement. This Agreement may be enforced by any action at law or in equity, including special performance.
13. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CLC:

COMPARK LAND COMPANY, a Colorado corporation

By: Michael Vicker

Title: President

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

The foregoing instrument was acknowledged before me this 24 day of Nov, 2009, by Michael P. Vickers as President of Compark Land Company, a Colorado corporation.

Witness my hand and official seal.

Sharon Maslo
Notary Public

My Commission Expires: 2/23/2011

[SEAL]



My Commission Expires 2/23/2011

COMPARK:

COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Michael Vickers
Title: President

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

The foregoing instrument was acknowledged before me this 24 day of Nov, 2009, by Michael P. Vickers as President of COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

Sharon Maslo
Notary Public

My Commission Expires: 2/23/2011

[SEAL]



My Commission Expires 2/23/2011

EXHIBIT

SHEET 1 OF 5

LEGAL DESCRIPTION**PARCEL 1**

A STRIP OF LAND THIRTY (30) FEET IN WIDTH BEING A PART OF COMPARK FILING NO. 5, ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. 2002093909 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6 AND CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO BEAR NORTH 00°08'28" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 09°46'24" WEST, A DISTANCE OF 1606.53 FEET TO A POINT ON A CURVE, SAID POINT BEING 5.00 FEET NORTHERLY, BY RADIAL MEASUREMENT, OF THE SOUTHERLY LINE OF SAID COMPARK FILING NO. 5, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT BEING 5.00 FEET NORTHERLY AND CONCENTRIC WITH SAID SOUTHERLY LINE, SAID CURVE HAVING A CENTRAL ANGLE OF 18°12'17", A RADIUS OF 5953.00 FEET, AN ARC LENGTH OF 1891.46 FEET, AND A CHORD THAT BEARS NORTH 75°21'01" WEST, A DISTANCE OF 1883.51 FEET;

THENCE NORTH 38°55'06" WEST, A DISTANCE OF 45.89 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1 OF SAID COMPARK FILING NO. 5;

THENCE NORTH 01°51'37" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 45.93 FEET;

THENCE SOUTH 38°55'06" EAST, A DISTANCE OF 68.10 FEET TO A POINT ON A CURVE, SAID POINT BEING 35.00 FEET NORTHERLY, BY RADIAL MEASUREMENT, OF THE SOUTHERLY LINE OF SAID COMPARK FILING NO. 5;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT BEING 35.00 FEET NORTHERLY AND CONCENTRIC WITH SAID SOUTHERLY LINE, SAID CURVE HAVING A CENTRAL ANGLE OF 17°57'27", A RADIUS OF 5983.00 FEET, AN ARC LENGTH OF 1875.19 FEET, AND A CHORD THAT BEARS SOUTH 75°21'11" EAST, A DISTANCE OF 1837.52 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 32.76 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 60,753 SQUARE FEET, OR 1.395 ACRES, MORE OR LESS.

PARCEL 2

A STRIP OF LAND THIRTY (30) FEET IN WIDTH BEING A PART OF LOT 3, COMPARK FILING NO. 6, ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. 2002093910 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



Carroll & Lange INC.
Professional Engineers & Land Surveyors
165 South Union Blvd., Suite 156
Lakewood, Colorado 80228
(303) 980-0200

EXHIBIT

SHEET 2 OF 5

LEGAL DESCRIPTION

PARCEL 2--CONTINUED

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO BEAR NORTH 00°08'28" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 23°02'41" EAST, A DISTANCE OF 1327.44 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3, SAID POINT BEING 5.00 FEET NORTHERLY, BY PERPENDICULAR MEASUREMENT, OF THE SOUTHERLY LINE OF SAID LOT 3, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 35°00'43" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 31.11 FEET;

THENCE SOUTH 70°20'38" EAST, 35.00 FEET NORTHERLY AND PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 626.15 FEET TO THE EASTERLY LINE OF SAID LOT 3;

THENCE SOUTH 61°14'15" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 40.11 FEET TO POINT BEING 5.00 FEET NORTHERLY, BY PERPENDICULAR MEASUREMENT, OF THE SOUTHERLY LINE OF SAID LOT 3;

THENCE NORTH 70°20'38" WEST, 5.00 FEET NORTHERLY AND PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 607.77 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 18,509 SQUARE FEET, OR 0.425 ACRE, MORE OR LESS.

PARCEL 3

A STRIP OF LAND THIRTY (30) FEET IN WIDTH BEING A PART OF LOT 2, COMPARK FILING NO. 6, ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. 2002093910 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO BEAR NORTH 00°08'28" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 56°32'41" EAST, A DISTANCE OF 1625.40 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, SAID POINT BEING THE POINT OF BEGINNING;



Carroll & Lange INC
Professional Engineers & Land Surveyors
165 South Union Blvd., Suite 156
Lakewood, Colorado 80226
(303) 980-0200

EXHIBIT

SHEET 3 OF 5

LEGAL DESCRIPTION

PARCEL 3--CONTINUED

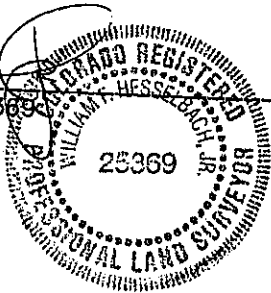
THENCE NORTH 19°05'14" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 40.72 FEET;
 THENCE SOUTH 66°32'13" EAST, A DISTANCE OF 145.09 FEET;
 THENCE SOUTH 50°59'35" EAST, A DISTANCE OF 147.18 FEET TO A POINT ON THE
 EASTERLY LINE OF SAID LOT 2;
 THENCE SOUTH 20°31'13" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 31.63 FEET;
 THENCE NORTH 50°59'35" WEST, A DISTANCE OF 153.11 FEET;
 THENCE NORTH 66°32'13" WEST, A DISTANCE OF 113.45 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS A CALCULATED AREA OF 8,382 SQUARE FEET, OR 0.192 ACRE,
 MORE OR LESS.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO
 HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE
 PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

William F. Hesselbach Jr.
 WILLIAM F. HESSELBACH JR., P.L.S. 25369
 FOR AND ON BEHALF OF
 CARROLL & LANGE, INC.

4/30/09
 DATE



Carroll & Lange
 Professional Engineers & Land Surveyors
 165 South Union Blvd., Suite 156
 Lakewood, Colorado 80228
 (303) 980-0200

EXHIBIT

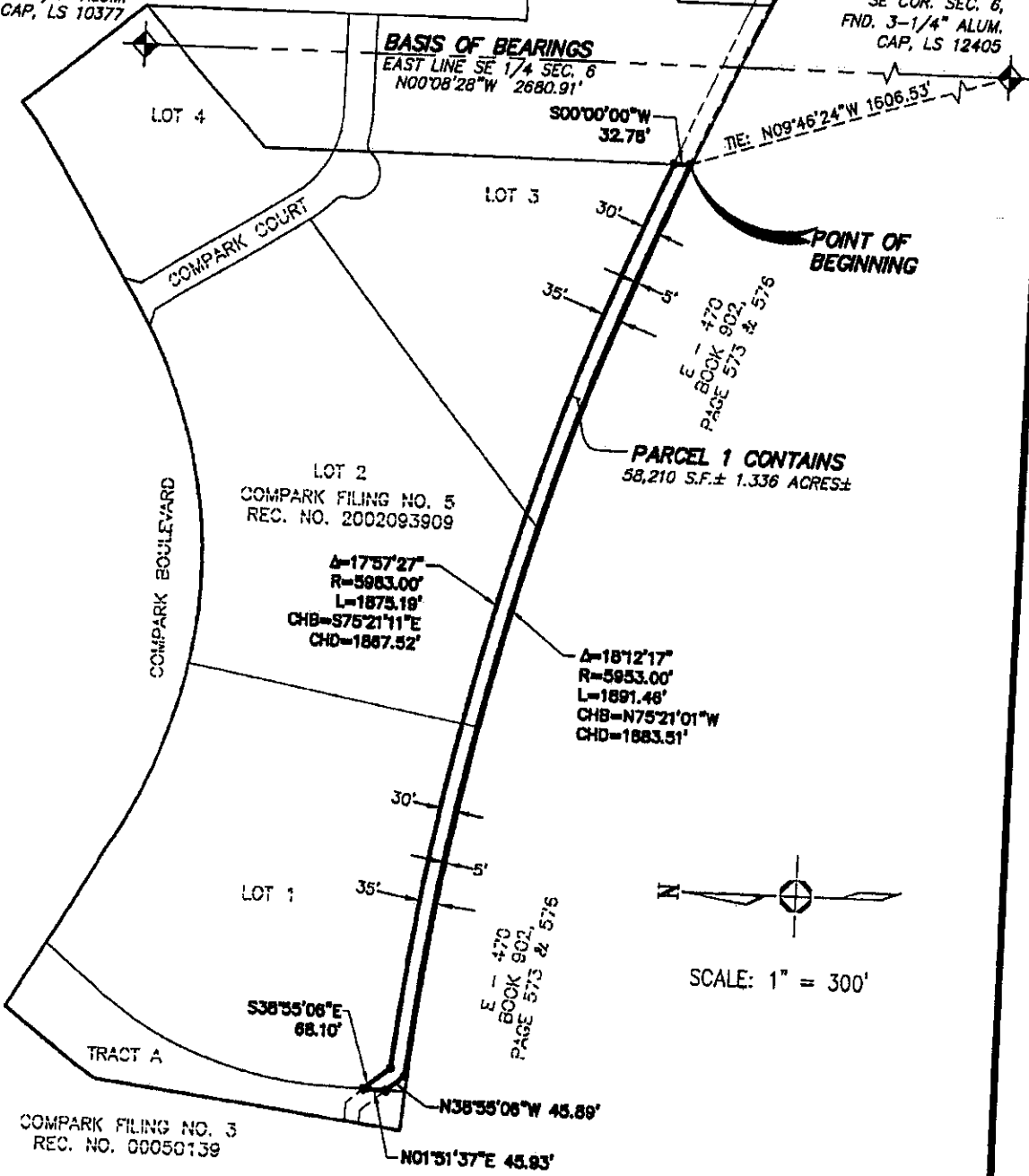
SHEET 4 OF 5

E 1/4 COR. SEC. 6,
FND. 3-1/4" ALUM.
CAP, LS 10377

POINT OF COMMENCEMENT
SE COR. SEC. 6,
FND. 3-1/4" ALUM.
CAP, LS 12405

BASIS OF BEARINGS

EAST LINE SE 1/4 SEC. 6
N00°08'28"W 2680.91'



300°00'00"W
32.78'

DE: N09°46'24"W 1606.53'

POINT OF BEGINNING

E - 470
BOOK 902,
PAGE 573 & 576

PARCEL 1 CONTAINS
58,210 S.F. ± 1.336 ACRES ±

LOT 2
COMPARK FILING NO. 5
REC. NO. 2002093909

Δ=1757'27"
R=5983.00'
L=1873.18'
CHB=S75°21'11"E
CHD=1887.52'

Δ=18°12'17"
R=5953.00'
L=1891.48'
CHB=N75°21'01"W
CHD=1883.51'

LOT 1

E - 470
BOOK 902,
PAGE 573 & 576



SCALE: 1" = 300'

S38°55'08"E
68.10'

N38°55'08"W 45.89'

N01°51'37"E 45.93'

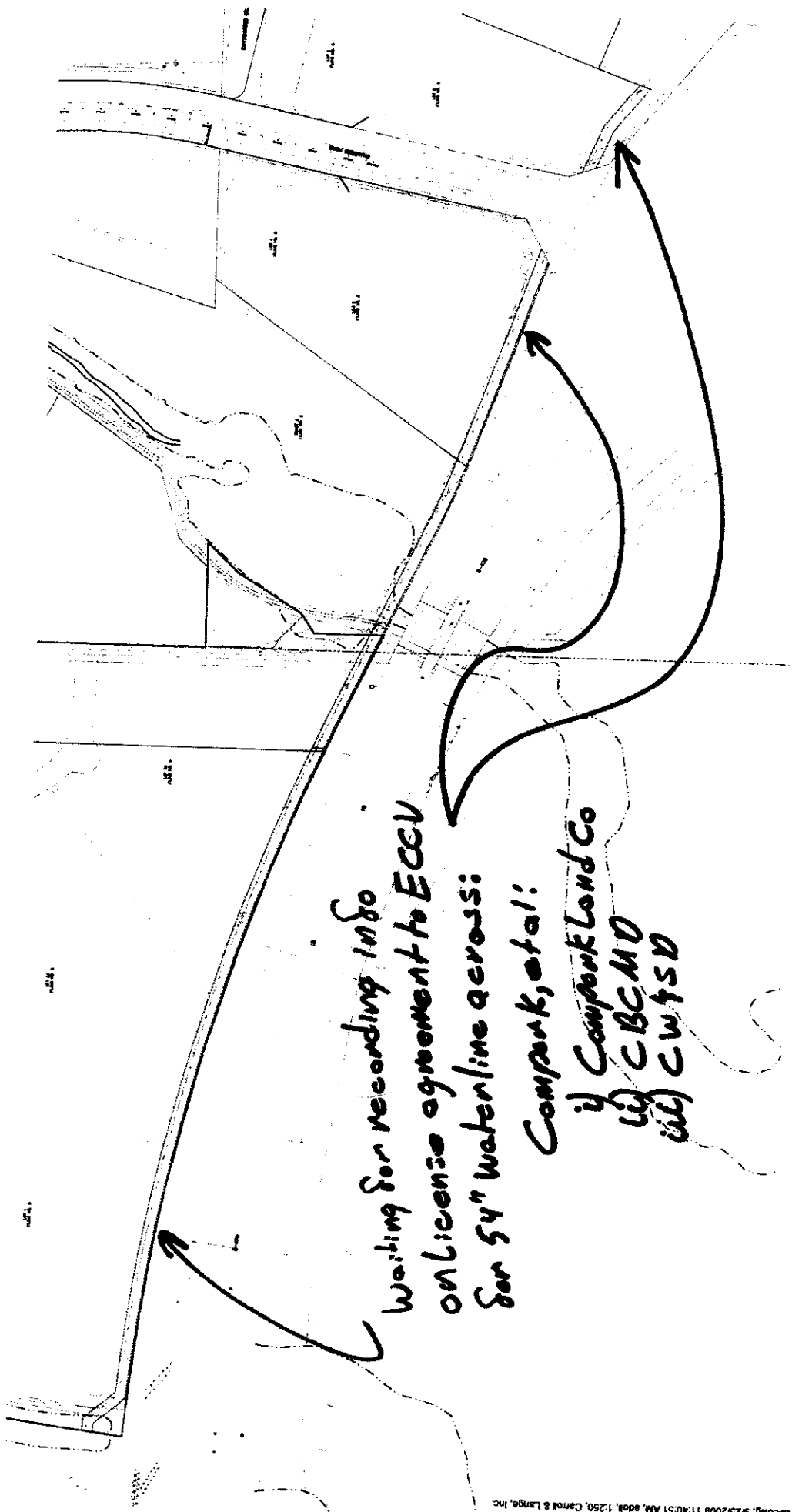
COMPARK FILING NO. 3
REC. NO. 00050139

NOTE:

- Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.



Carroll & Lange
Professional Engineers & Land Surveyors
185 South Union Blvd., Suite 156
Lakewood, Colorado 80228
(303) 980-0200



Waiting for recording info
 on license agreement to ECEU
 for 54" waterline across:

Compart, total:

i) Compark Land Co

ii) C B C M D

iii) C W T S D

