

## PARK 70 METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
Fax: 303-987-2032  
<https://park70metrodistrict.com/>

### NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Keiffer Garton	President	2025/May 2025
<b>VACANT</b>		2025/May 2025
<b>VACANT</b>		2025/May 2025
<b>VACANT</b>		2023/May 2023
<b>VACANT</b>		2023/May 2023
Ann Finn	Secretary	non-elected position

DATE: April 28, 2023

TIME: 9:00 A.M.

PLACE: *VIA ZOOM*

<https://us02web.zoom.us/j/82222484542?pwd=NDhjVHdiUXlsRy9pZVdZTIUyVVEUT09>

**Phone:** 1 (669) 900 6833 or 1 (253) 215-8782

**Meeting ID:** 822 2248 4542

**Password:** 939192

**One tap mobile:** +16699006833,,82222484542#,,, \*939192#

+12532158782,,82222484542#,,, \*939192#

#### I. ADMINISTRATIVE MATTERS

A. Present disclosures of potential conflicts of interest and confirm quorum.

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B. Confirm quorum, location of meeting, and posting of meeting notices and 24-hour posting location. Approve Agenda.

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C. Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless requested; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

1. Approve the Minutes from the November 11, 2022 Special Meeting (enclosure).

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II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the Agenda. Comments will be limited to three (3) minutes per person.
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III. LEGAL MATTERS

- A. \_\_\_\_\_

IV. OPERATIONS AND MAINTENANCE

- A. Discuss request from Platte Energy LLC regarding proposed Oil, Gas and Mineral Lease.
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- B. Review and consider approval of Amendment to Long Term Agreement to Restrict Mineral Development Agreement No. 3451 (enclosure).
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V. OTHER BUSINESS

- A. \_\_\_\_\_

- VI. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 13, 2023.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE PARK 70 METROPOLITAN DISTRICT HELD NOVEMBER 11, 2022

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Park 70 Metropolitan District (referred to hereafter as the “District”) was duly held on Friday, the 11th day of November, 2022, at 11:00 a.m. This District Board meeting was held via Zoom. The meeting was open to the public via Zoom.

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#### ATTENDANCE

##### Directors In Attendance Were:

Keiffer Garton, President

##### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Paula Williams, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

Alex Wells, Katie Kier and Anne LaPlace; ProLogis

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#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

Ms. Finn noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Williams noted that all Director Disclosure Statements had been filed with the Colorado Secretary of State.

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#### ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board’s review and approval a proposed Agenda for the District’s Special Meeting.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Agenda was approved, as presented.

## RECORD OF PROCEEDINGS

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**Meeting Location/Manner and Posting of Meeting Notice:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Ms. Finn noted the meeting would be conducted via Zoom. Ms. Finn reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

**Resolution No. 2022-11-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices:** Ms. Finn discussed with the Board Resolution No. 2022-11-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined to meet in person at the Prologis offices at 1800 Wazee St. #500, Denver, CO 80202 at 1:00 p.m. on June 13 and via Zoom on November 14, 2022 at 1:00 p.m.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-01; Establishing Regular Meeting Dates, Time and Location, and Designating Location for 24-Hour Notices.

**Resignation of Tom Martin:** The Board discussed the resignation of Tom Martin from the Board of Directors.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board acknowledged the resignation of Tom Martin from the Board of Directors.

**District Website:** The Board discussed the status of the District website and reviewed the TownCloud, Inc. Subscription Agreement.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the TownCloud, Inc. Subscription Agreement.

**Vacancies on the Board:** The Board discussed the vacancies on the Board of Directors and considered appointing Katie Kier to the Board of Directors.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board appointed Katie Kier to the Board of Directors.

## RECORD OF PROCEEDINGS

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**Appointment of Officers:** The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the following slate of officers were appointed:

President	Keiffer Garton
Treasurer	Katie Kier
Secretary	Ann E. Finn (non-elected position)

**CONSENT AGENDA:** The Board considered the following actions:

- Approve Minutes of the June 28, 2022 Special Meeting.
- Discuss §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible election notification (2022 SDA Website).
- Ratify approval of the proposal from Brightview Landscape Services, Inc. for native weed application.
- Ratify approval of payment of claims as follows:

Fund	Period Ending June 30, 2022	Period Ending July 31, 2022	Period Ending Aug. 31, 2022	Period Ending Sept. 30, 2022
General	\$ 29,634.06	\$ 16,546.95	\$ 18,822.95	\$ 20,818.09
Debt Service	\$ 3,500.00	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 32,586.68</b>	<b>\$ 16,546.95</b>	<b>\$ 18,822.95</b>	<b>\$ 20,818.09</b>

Period Ending Oct. 31, 2022
\$ 29,779.05
\$ 3,000.00
\$ -0-
<b>\$ 32,776.99</b>

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

**PUBLIC  
COMMENT**

There was no public comment.

**FINANCIAL  
MATTERS**

**Unaudited Financial Statements:** Ms. Ross reviewed the unaudited financial statements of the District setting forth the cash deposits, investments, budget analysis, and accounts payable vouchers for the period ending September 30, 2022

## RECORD OF PROCEEDINGS

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and accept the Schedule of Cash Position as of September 30, 2022, updated September 30, 2022.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District setting forth the cash deposits, investments, budget analysis, and accounts payable vouchers for the period ending September 30, 2022 and accept the Schedule of Cash Position as of September 30, 2022, updated September 30, 2022.

**2022 Audit:** The Board reviewed the proposal from Simmons & Wheeler, P.C. to perform the 2022 Audit.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the engagement of Simmons & Wheeler, P.C. to perform the 2022 Audit, for an amount not to exceed \$6,000.

**2022 Budget Amendment Hearing:** The President opened the public hearing to consider a Resolution to Amend the 2022 Budget and discuss related issues.

It was noted that a Notice stating the Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was published in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, the Board determined that a Budget Amendment was not necessary.

**2023 Budget Hearing:** The President opened the public hearing to consider the proposed 2023 Budget and discuss related issues.

It was noted that a Notice stating the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was published in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the President closed the public hearing.

Ms. Ross reviewed the estimated year-end 2022 revenues and expenditures and the proposed 2023 estimated revenues and expenditures.

## RECORD OF PROCEEDINGS

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Following discussion, the Board considered the adoption of Resolution No. 2022-11-02 to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2022-11-03 to Set Mill Levies (for the General Fund at 5.000 mills, the Debt Service Fund at 25.500 mills and ARI Mill Levy at 1.000 mills for a total of 31.500 mills). Upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2022. Ms. Finn was authorized to transmit the Certification of Mill Levies to the County not later than December 15, 2022. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

**DLG-70 Mill Levy Certification Form:** The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and authorized Director Garton to sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

**2024 Budget Preparation:** The Board discussed the preparation of the 2024 Budget.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget.

**Statement of Work with CliftonLarsonAllen LLP for 2023 Accounting Services:** The Board reviewed the Statement of Work with CliftonLarsonAllen LLP for 2023 Accounting Services.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the Statement of Work with CliftonLarsonAllen LLP for Accounting Services.

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### **LEGAL MATTERS**

**Resolution Calling May 2, 2023 Election:** The Board discussed Resolution No. 2022-11-04; Resolution Calling May 2, 2023 Election for Directors.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made and seconded by Director Garton, and upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-04; Resolution Calling May 2, 2023 Election for Directors and appointed Ann Finn as Designated Election Official (“DEO”) and authorized the DEO to perform all tasks required for the conduct of a mail ballot election.

It was noted Self-Nomination Forms are due by February 24, 2023.

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### **CAPITAL IMPROVEMENTS**

**Prologis Lift Station Improvement Offer Packet from City of Aurora:** The Board discussed the Prologis Lift Station Improvement Offer Packet from City of Aurora.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the Prologis Lift Station Improvement Offer Packet from City of Aurora, in the amount of \$8,542.30.

**Capital Improvement Projects:** The discussed the status of renovation of monument signs. No additional action was taken by the Board.

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### **OPERATIONS AND MAINTENANCE**

**Operation and Maintenance Report:** Ms. Finn updated the Board regarding the Operations and Maintenance issues. No additional action was taken by the Board.

**Service Agreement with Brightview Landscape Services, Inc. for 2023 Landscape Maintenance Services:** The Board reviewed the Service Agreement with Brightview Landscape Services, Inc. for 2023 landscape maintenance services.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the Service Agreement with Brightview Landscape Services, Inc. for 2023 landscape maintenance services.

**Service Agreement with Tree Keepers LLC for 2023 Tree Care Services:** The Board reviewed the Service Agreement with Tree Keepers LLC for 2023 Tree Care Services.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the Service Agreement with Tree Keepers LLC for 2023 Tree Care Services.



## RECORD OF PROCEEDINGS

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**Service Agreement with Diversified Underground, Inc. for Utility Locate Services:** The Board reviewed the Service Agreement with Diversified Underground, Inc. for Utility Locate Services.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the Service Agreement with Diversified Underground, Inc. for 2023 Utility Locate Services.

**Service Agreement for 2022/2023 Snow Removal Services between the District and Denver Commercial Property Services, Inc.:** The Board reviewed the Service Agreement for 2022/2023 Snow Removal Services between the District and Denver Commercial Property Services, Inc.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the Service Agreement for 2022/2023 Snow Removal Services between the District and Denver Commercial Property Services, Inc.

**OTHER BUSINESS**

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No other business was discussed.

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**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made and seconded by Director Garton, and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

STATE OF COLORADO  
STATE BOARD OF LAND COMMISSIONERS

**Amendment to Long Term Agreement  
To Restrict Mineral Development Agreement No. 3451**

THIS Amendment to Long Term Agreement to Restrict Mineral Development Agreement No. 3451 (this “**Agreement**”), dated this 14th day of March, 2023 (the “**Effective Date**”) is made and entered into by and between the STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS (the “**Board**”), located at 1127 Sherman Street, Denver CO 80203, and Park 70 Metropolitan District (“**Surface Owner**”), whose address is 141 Union Blvd Ste. 150 Lakewood, CO 80228.

WHEREAS, Surface Owner is the owner of all right, title and interest to the surface estate in the land described on Exhibit A-1 (the “**Land**”) subject to all matters of record, and the Board is the owner of all right, title and interest in all Mineral Rights (defined below) in or under the Land. The Land is in the following Section, Township and Range in Adams County, Colorado:

<u>PM</u>	<u>Township</u>	<u>Range</u>	<u>Section</u>
6 <sup>th</sup>	3 South	66 West	36

containing 29.7594 acres, more or less.

The “**Mineral Rights**” are any and all rights, title and interest of the Board in and to all minerals, ores and metals of any kind and character, and all coal, asphaltum, oil, and other like substances in or under the Land (collectively, the “**Minerals**”). It is the intent of the Board and Surface Owner that Mineral Rights include all minerals owned by the State of Colorado in, on and under the Land.

WHEREAS, the Board and Catellus Development Corporation, the previous owner of the Land, entered into a Long-Term Agreement to Restrict Mineral Development, LT No. 3451, dated January 1, 2003, recorded March 28, 2003, at Reception No. C1116614 and recorded July 2, 2003, at Reception No C1168482, in the real property records of the Clerk and Recorder in Adams County, Colorado (the “**Non-Development Agreement**”), whereby the Board agreed that it would not lease, or cause to be developed, the Mineral Rights owned by the Board in the land covering approximately 294.70 acres located in Section 36, T3S, R66W, Adams County, Colorado, all as more particularly described in the Non-Development Agreement (the “**Restricted Land**”), which Restricted Land includes the Land.

WHEREAS, The Non-Development Agreement is for a term that is currently in effect and currently expires at 12:00 noon, Mountain Time, on January 1, 2078 (the “**Term**”).

WHEREAS, the Board desires to consider leasing all or a portion of the Mineral Rights in the Land for development of Minerals in accordance with the terms of this Agreement;

WHEREAS, Surface Owner is willing to amend the Non-Development Agreement pursuant to the terms of this Agreement only to the extent it covers the Land to accommodate the Board’s desire to lease the Mineral Rights so long as leasing and/or development of the Mineral Rights does not permit or result in surface access, surface occupancy, or damage to, or use or impairment of, the surface of the Land or any improvements of Surface Owner on the Land;

WHEREAS, Surface Owner and the Board have agreed to enter into this Agreement for the Term (as defined below) in order to allow the Mineral Rights underlying the Land to be developed by directional or horizontal drilling provided that such development is conducted with no surface access, use, occupancy or damage to the surface of the Land or any impairment of Surface Owner's improvements on the Land for the Term of the Non-Development Agreement.

THEREFORE, in consideration of the mutual promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Surface Owner agree to amend the Non-Development Agreement to provide the following:

1. RESTRICTION. During the Term, the Board covenants and agrees that it will not lease, or cause to be developed, removed or extracted, the Minerals, except as expressly allowed pursuant to this Agreement.

2. CONSIDERATION. The covenants, amendments and agreements of the parties in this Agreement are adequate and sufficient consideration for each party, and no further consideration shall be payable by either party to the other party. The parties further acknowledge and agree that the consideration required under Section 2 of the Non-Development Agreement was paid in full prior to the date hereof.

3. PERMITTED MINERAL DEVELOPMENT. The Board shall have the right to develop and remove, or to enter into leases for the development or removal of Minerals by directional or horizontal drilling, slant drilling, subterranean entry or by other means or methods without entering or occupying the surface of the Land (the "**Mineral Activities**"), *provided that* (i) Mineral Activities do not permit or result in access to or occupancy or use of the surface of the Land; (ii) Mineral Activities are conducted without impairing or damaging the surface of the Land or any structures, improvements or appurtenances located or to be located on the surface of the Land, or impairing subjacent or lateral support of the Land; (iii) Mineral Activities are conducted below a subsurface depth of 300 feet below the surface of the Land; (iv) the Board waives all rights of access, surface occupancy and disturbance on the surface of the Land; and (v) Mineral Activities will comply with Colorado Oil and Gas Conservation Commission (COGCC) setback rules for occupied structures. Neither the Board nor its lessee(s) will agree to any waivers of or variances from COGCC setback requirements that would allow setbacks to structures on the Land closer than the maximum setbacks required by the rules now or hereafter in effect or closer than the required setback in Subsection (iii) above.

The Board shall require in any lease, license, or other agreement granting a third party ("**Mineral Developer**") the right to conduct Mineral Activities that the Mineral Developer agree to the agreements, restrictions and requirements, (x) of this Agreement relating to Mineral Activities and (y) set forth in the Supplemental Agreement attached as Exhibit B (the "**Supplemental Agreement**") for the express benefit of Surface Owner, which provisions will be expressly set forth in any such agreement with a Mineral Developer or any successor-in-interest to the Board, which shall be a condition precedent to Mineral Activities on the Land (the "**Condition Precedent**"). Upon request, the Board will promptly deliver a signed copy of each such lease, license, or other agreement and the Supplemental Agreement to Surface Owner. Mineral Activities shall comply with this Agreement and all laws, rules, regulations and ordinances, including the rules and regulations of the COGCC, the Department of Reclamation, Mining and Safety (DRMS), the Colorado Department of Public Health and the Environment (CDPHE), the City of Aurora, Adams County, and any other governmental agency with authority to regulate such activities.

Except as expressly set forth herein, it is understood by the parties that this Agreement shall not restrict, prohibit or limit in any way the use of the surface of the Land by Surface Owner, or the use of the surface of any other land adjacent to or surrounding the Land.

4. OTHER AGREEMENTS AND ACKNOWLEDGMENTS. The Non-Development Agreement is amended as follows: (a) All rents and monies owed under the Non-Development Agreement, including Paragraphs 2 and 8, have been satisfied and paid in full and no further monies are due to the Board from Surface Owner with respect to the Land; and (b) the following provisions of the Non-Development Agreement are hereby terminated and of no further force or effect with respect to the Land: Paragraphs 3, 8 and 10; and (c) there is no existing breach or default by any party under the Non-Development Agreement applicable to Surface Owner or the Land; and (d) this Agreement is deemed to sever and separate the Non-Development Agreement so that (i) Surface Owner is not responsible for the acts, omissions or performance of any other party under the existing Non-Development Agreement or the Restricted Land, and (ii) for purposes of this Agreement, the scope of the Non-Development Agreement as applicable to Surface Owner will be limited to the boundaries of the Land and Surface Owner has no liability for any obligations under the Non-Development Agreement relating to any portion of the Restricted Land, except for the Land (by way of example and not limitation, the Board agrees that if the Board applies the off-set drainage clause to one of the other surface owners of the Restricted Land, the Board agrees that it cannot assess a compensatory royalty against Surface Owner or the Land for the other surface owner's failure to enter into a similar lease or no surface occupancy agreement).

5. TRANSFER AND ASSIGNMENT. This Agreement touches and concerns and runs with the Land and the Mineral Rights for the Term, and this Agreement is binding on all successors in interest to Surface Owner in the Land and the successors and assigns of the Board in and to the Mineral Rights. Surface Owner shall endeavor to provide copies of all conveyances of the fee interest in the Land to the Board so that it may update the Board's records relating to surface ownership for purposes of this Agreement. Failure to provide copies of such conveyances will not constitute a breach of this Agreement, however, Surface Owner shall provide copies of conveyances of the Land to the Board upon the Board's request. Upon any transfer of the Land, the Surface Owner will be released from all obligations under this Agreement arising from and after the date of such transfer. Any transfers, by sale, lease, license, deed, mortgage or otherwise, of the Mineral Rights underlying the Land, including the right to engage in Mineral Activities, shall be subject to the terms and provisions of this Agreement, and the Non-Development Agreement, as modified by this Agreement.

6. NO RIGHT TO DEVELOP MINERALS. This Agreement does not give the Surface Owner any right to explore for, prospect or develop Minerals, or extract or mine Minerals for commercial purposes. Surface Owner may displace or remove Minerals in connection with construction of improvements or installation of facilities associated with Surface Owner's surface development of the Land.

7. SURRENDER. Surface Owner may at any time surrender and terminate this Amendment to Long Term Agreement to Restrict Mineral Development Agreement No. 3451 insofar as the same covers all or any portion of the Land, provided that this surrender clause shall become inoperative immediately and concurrently with the institution of any suit in any court of law by Surface Owner, the Board, or any assignee of the Board to enforce the Agreement or any of its terms, express or implied. If this Agreement is terminated for any reason, no rental or bonus refund shall be made, nor will rental or bonus be transferred or credited in any way to another account. All paid up rental and bonus shall be forfeited unless otherwise agreed to by the Board.

8. UNIT AGREEMENTS. The Board may permit the Land to be unitized or pooled with other lands, provided that such unit or pooling agreement is expressly subject to the terms, conditions and limitations of this Agreement.

9. GOVERNMENT CONTROL. Any matter over which the United States assumes exclusive control is exempted from any of the provisions of the Agreement to the extent that the rights of the United States expressly preempt the rights of the Board. Nothing in this provision constitutes Surface Owner's or the Board's consent to the pre-emption or other impairment of the rights granted under this Agreement.

10. COMPLIANCE WITH LAWS. Nothing in this Agreement shall be construed as a waiver by the Board of any right or remedy given to it by law for the administration of Board-owned Minerals. The Board affirmatively represents that this Agreement is consistent with the rights and remedies given to the Board by law for the administration of Board-owned Minerals and agrees that it will not exercise any such rights or remedies in a manner that impairs the rights granted to Surface Owner under this Agreement.

11. NONCOMPLIANCE. Failure to comply in all material respects with any of the conditions set out in this Agreement may subject the Agreement to cancellation by the Board upon due notice and opportunity to cure.

12. CONDEMNATION. If the Board's Mineral estate shall be taken in any condemnation proceeding, then the Board's rights to engage in Mineral Activities under this Agreement shall automatically terminate as of the date of taking. In the case of any condemnation of the Board's Mineral rights, the award for such condemnation shall be paid to the Board. If only a portion of the Mineral estate is taken by condemnation, only that portion of the Agreement covering the Mineral estate so taken shall terminate. Notwithstanding the foregoing, if a condemnation results in termination of the Board's rights to the Minerals and/or for the Mineral Activities and such termination impacts the surface rights of Surface Owner, the Surface Owner shall have the right to seek compensation against the condemning authority for the value of its surface rights. Nothing in this Agreement will be construed to be a waiver of Surface Owner's rights, and Surface Owner expressly reserves all rights of Surface Owner, in any condemnation action affecting the Land.

13. SUCCESSORS CLAUSE. The rights, benefits and obligations of this Agreement shall inure to and be binding upon the successors or assigns of the parties to this Agreement, and any future owner of the surface and Mineral estates in the Land. Both parties to this Agreement shall have the right to enforce this Agreement against the successors or assigns of the other party, including the right to seek equitable relief to prevent the breach of this Agreement. The Board acknowledges that Surface Owner is relying on this Agreement with respect to its ownership and development of the surface estate in the Land, and that the breach of this Agreement would cause irreparable harm to Surface Owner.

14. AMENDMENT OF NON-DEVELOPMENT AGREEMENT. The Non-Development Agreement is amended by this Agreement insofar as it relates to the Land. In the event of any inconsistency or conflict between the terms of this Agreement and the terms of the Non-Development Agreement, the terms of this Agreement will control.

15. RECORDATION. Upon the execution of this Agreement by the parties, Surface Owner shall record this Agreement in the real property records of the Clerk and Recorder in Adams County, Colorado.

16. COGCC NOTICES. Upon request by Surface Owner, the Board agrees to provide Surface Owner copies of all Application for Permit to Drill notices received from the Colorado Oil and Gas Conservation Commission involving the development of the Minerals.

17. EXHIBITS. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

19. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended only to benefit the parties hereto and their respective successors and assigns.

20. REFERENCES AND INTERPRETATION. References made in this Agreement, including use of a pronoun, shall be deemed to include where applicable, masculine, feminine, singular or plural, individuals or entities. As used in this Agreement, "**person**" shall mean any natural person, corporation, partnership, trust, limited liability company, court, agency, government, board, commission, estate or other entity or authority. The words "this Agreement," "herein," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The word "or" is not exclusive, and "including" (and its various derivatives), means "including without limitation." In the event an ambiguity or question of intent or interpretation of this Agreement arises, this Agreement shall be construed as if jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring a party as a result of authorship or drafting of any provision of this Agreement.

*[Signature page follows]*

The parties execute this Agreement as of the date first written above.

**SURFACE OWNER:**

PARK 70 METROPOLITAN DISTRICT

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

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

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

**BOARD:**

STATE OF COLORADO  
ACTING BY AND THROUGH THE  
STATE BOARD OF LAND COMMISSIONERS

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

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

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

**ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, of Park 70 Metropolitan District.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Christel Koranda as Mineral Director, State of Colorado, acting by and through the State Board of Land Commissioners.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_



**EXHIBIT A-1**  
**Legal Description of the Land**

Parcel #1 (containing approximately 16.414 acres)

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 36, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89°23'17" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE NORTH 46°54'02" WEST, A DISTANCE OF 611.74 FEET TO THE POINT OF BEGINNING, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLORADO HIGHWAY E-470 AS DESCRIBED UNDER RECEPTION NO. C0206412 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY OF COLORADO HIGHWAY E-470, THE FOLLOWING THREE (3) COURSES;

1. SOUTH 27°07'52" WEST, A DISTANCE OF 59.25 FEET;
2. SOUTH 10°18'28" WEST, A DISTANCE OF 701.50 FEET;
3. SOUTH 15°00'02" WEST, A DISTANCE OF 216.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 503.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 57°17'19" EAST;

THENCE THE FOLLOWING SIX (6) COURSES;

1. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°48'30", AN ARC LENGTH OF 261.69 FEET;
2. NORTH 02°54'11" WEST, A DISTANCE OF 154.42 FEET;
3. NORTH 01°00'54" WEST, A DISTANCE OF 60.70 FEET;
4. NORTH 02°54'11" WEST, A DISTANCE OF 42.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 248.22 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 87°14'43" WEST;
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°11'01", AN ARC LENGTH OF 156.76 FEET;
6. NORTH 87°15'15" WEST, A DISTANCE OF 887.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF LOT 1, BLOCK 1, PROLOGIS PARK 70 SUBDIVISION FILING NO. 9 AS PLATTED UNDER RECEPTION NUMBER 2017000007631 IN SAID RECORDS;

THENCE, ALONG SAID EASTERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES;

1. NORTH 02°44'48" EAST, A DISTANCE OF 5.55 FEET;
2. NORTH 87°15'21" WEST, A DISTANCE OF 455.78 FEET;
3. NORTH 02°44'39" EAST, A DISTANCE OF 426.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SMITH ROAD AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER C1108028 IN SAID RECORDS;

THENCE SOUTH 83°29'37" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1685.61 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 16.414 ACRES, (715,003 SQUARE FEET) ,MORE OR LESS.

Parcel #2 (containing approximately 13.345 acres)

A PARCEL OF LAND BEING A PORTION OF THE CENTURY 21 SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 36, THENCE N86°12'34"E A DISTANCE OF 1464.74 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SICILY STREET, AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AUGUST 6, 2014 AT RECEPTION NO. 2014000052114 AND THE NORTHERLY LINE OF THE 26-FOOT UTILITY EASEMENT NO. 1 IN THE DOCUMENT RECORDED JULY 10, 2015 AT RECEPTION NO. 2015000055320, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES; 1.) N02°44'54"E A DISTANCE OF 736.56 FEET TO A POINT OF CURVATURE; 2.) THENCE 40.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°45'25", AND A CHORD WHICH BEARS N49°37'37"E A DISTANCE OF 36.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SMITH ROAD RECORDED AT RECEPTION NO. C1108028; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S83°29'41"E A DISTANCE OF 763.55 FEET TO A POINT ON THE WESTERLY LINE EXTENDED OF SAID 26-FOOT UTILITY EASEMENT; THENCE ALONG THE WESTERLY AND NORTHERLY LINE OF SAID 26-FOOT UTILITY EASEMENT THE FOLLOWING TWO (2) CONSECUTIVE COURSES ; 1.) S02°44'22"W A DISTANCE OF 711.44 FEET; 2.) THENCE N87°15'1S"W A DISTANCE OF 788.66 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 581,319 SQUARE FEET (13.345 ACRES) MORE OR LESS

**EXHIBIT B**  
**Contract Provisions Required to be included in Third Party Agreements**  
**or an Addendum thereto for the Benefit of Surface Owner**

This Addendum and Supplemental Agreement (this “**Supplemental Agreement**”) is entered into by \_\_\_\_\_ (“**Lessee**”) and Park 70 Metropolitan District (“**Surface Owner**”).

**RECITALS**

A. The STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS (the “**Board**”), and Lessee entered into that certain State of Colorado [**Oil and Gas**] Lease No. \_\_\_\_\_ dated \_\_\_\_\_ (the “**Mineral Lease**”). This Supplemental Agreement supplements the Mineral Lease and is required to be entered into between Lessee and Surface Owner in order to satisfy the Condition Precedent, more particularly described and defined below.

B. The Board and Catellus Development Corporation, the previous owner of the Land (defined below), entered into a Long-Term Agreement To Restrict Mineral Development, LT No. 3451, dated January 1, 2003 (the “**Non-Development Agreement**”), recorded March 28, 2003, at Reception No. C1116614 and recorded July 2, 2003, at Reception No C1168482, which Non-Development Agreement was subsequently amended by that certain Amendment to Long Term Agreement to Restrict Mineral Development Agreement No. 3451 dated \_\_\_\_\_, 2023 (the “**2023 Agreement**”), between the Board and Surface Owner, recorded \_\_\_\_\_ 2023, at Reception No. \_\_\_\_\_ in the real property records of the Clerk and Recorder in Adams County, Colorado. The Non-Development Agreement and the 2023 Agreement are agreements that run with the land, and all covenants, conditions and restriction under such agreements run with the land and bind all successors in interest.

C. Pursuant to the terms of the Non-Development Agreement, the Board agreed that it would not lease, or cause to be developed, the Mineral Rights owned by the Board in any way affecting the property owned by Surface Owner, which property is more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the “**Land**”). However, pursuant to the 2023 Agreement, the Board and Surface Owner amended the Non-Development Agreement to allow certain mineral activities as more particularly described in the 2023 Agreement, subject to satisfaction of the condition precedent that any such lessee that is granted rights pursuant to the 2023 Agreement, or any derivative or related agreement, be required to enter an agreement in the form attached as Exhibit B to the 2023 Agreement (the “**Condition Precedent**”).

D. This Supplemental Agreement is in the form of the Exhibit B Agreement. Lessee is the holder of a derivative agreement and desires to enter into this Supplemental Agreement to satisfy the Condition Precedent of the 2023 Agreement.

NOW THEREFORE, in consideration for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to satisfy the Condition Precedent under the 2023 Agreement, the Lessee and Surface Owner agree as follows:

## AGREEMENT

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OPERATIONS. Lessee and its operator(s) ("**Operator**") may not use, enter, access or disturb the surface of the Land or the subsurface of the Land above a subsurface depth of 300 feet below the surface of the Land for any purpose or any reason. All operations of the Lessee shall be conducted in a workmanlike and reasonable manner, and all necessary precautions shall be taken to avoid damage to the Land. Lessee shall be liable for all damages to the surface of the Land, or the subsurface of the Land occurring less than 300 feet below the surface of the Land, including without limitation, landscaping, native grass, timber, irrigation structures, water wells, reservoirs, or improvements or other damage to persons or property whatsoever and in any case caused by Lessee's operations in any way impacting the Land. Lessee shall give or cause to be given to Surface Owner prompt notice of damage to or destruction of the Land or its surface, or the subsurface of the Land above a subsurface depth of 300 feet below the surface of the Land, or any part thereof, by any cause, resulting from the Lessee's acts or omissions. These obligations shall not terminate upon, and will expressly survive, the assignment, termination, surrender and expiration of this Supplemental Agreement or the Mineral Lease, and shall continue until fully satisfied by Lessee. This Supplemental Agreement must be assigned to and assumed by any successor in interest of Lessee in and to the Mineral Lease in order to continue to satisfy the Condition Precedent under the 2023 Agreement.

2. HAZARDOUS MATERIALS. If any Hazardous Material used for Lessee's operations and activities by Lessee or Lessee's agents, employees, subcontractors, Operators, assignees, or successors, results in damage, destruction or contamination of the Land or the subsurface of the Land, Lessee shall indemnify, defend and hold Surface Owner harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the surface, subsurface and/or any improvements located on the Land, damages for the loss or restriction on use of the Land, damages arising from any adverse impact on the Land or subsurface of the Land, and sums paid in settlement of claims, attorneys' fees, consultants' fees and expert fees) which arise during or after this Supplemental Agreement or the Mineral Lease term as a result of such contamination. This indemnification of Surface Owner by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil, soil vapor or ground water on or under the Land. If the presence of any Hazardous Material on the Land caused or permitted by Lessee results in any contamination of the Land or the subsurface of the Land, Lessee shall promptly take all actions at Lessee's sole expense as are necessary to return the Land or subsurface thereof to the condition existing prior to the introduction of any Hazardous Material to the Land or subsurface of the Land; provided that Surface Owner's approval of such actions shall first be obtained. The term "**Hazardous Material**" means any hazardous or toxic substance, material or waste, which is now regulated or which may become regulated during this Supplemental Agreement or the Mineral Lease term by any local governmental authority, the State of Colorado, including the Commission, or the United States Government or any division of any of them. This provision shall survive termination, cancellation or relinquishment of this Supplemental Agreement or the Mineral Lease and any cause of action by Surface Owner to enforce it shall not be deemed to accrue until the actual discovery of said liability, claim, loss, damage, or exposure by the Surface Owner.

3. HOLD HARMLESS. Lessee assumes all liability arising directly or indirectly from Lessee's use, occupation or control of the Land or the subsurface of the Land under this Supplemental Agreement or the Mineral Lease. This assumption includes, but is not limited to, liability for all personal and bodily injuries (including death) and environmental and property damage and destruction caused by or arising out of Lessee's operations, or caused by or arising out of operations conducted by any party at the direction of Lessee; with the exception of any injuries, damage, or destruction caused by the gross negligence or intentional misconduct of any Surface Owner. Lessee agrees to defend, indemnify and hold harmless the Surface Owner from and against liability, damage, expense, claim and judgment arising under this Supplemental Agreement or the Mineral Lease or otherwise caused by Lessee, or by any party acting at the direction of Lessee, or Lessee's designated operators, agents, employees or assigns or Operators. Lessee further agrees to indemnify the Surface Owner for any costs, including costs of suit and fees for consultants, experts, and attorneys, incurred by Surface Owner in terminating or canceling, enforcing obligations or defending itself against any matter arising under this Supplemental Agreement or the Mineral Lease. This provision shall survive termination, cancellation or relinquishment of this Supplemental Agreement or the Mineral Lease and any cause of action by any Surface Owner to enforce it shall not be deemed to accrue until Surface Owner's actual discovery of said liability, claim, loss, damage, or exposure. Lessee at its sole risk and expense, provided if Surface Owner sustains any injury or damage or destruction occurs as a result of Lessee's failure to comply with this Supplemental Agreement or the Mineral Lease terms or otherwise resulting from the acts or omissions of Lessee or Lessee's designated Operators, agents, employees or assigns, Lessee shall defend, indemnify and hold the Surface Owner harmless from all damage, suits and claims arising out of or related to such noncompliance.

4. INSURANCE. The Lessee, at its sole cost and expense shall, prior to any disturbance of the Land or subsurface of the Land and continuing during the entire term of this Supplemental Agreement or the Mineral Lease term, whichever is longer, procure, pay for and keep or shall ensure that Lessee or its Operator procures, pays for and keeps in full force and effect the following types of insurance:

A. General Liability Insurance. A comprehensive policy of commercial general liability insurance covering the Land, and the Surface Owner, insuring the Lessee, or the Operator, in the amount and types of insurance required by the Commission, but not less than two million dollar umbrella policy and a one million dollar per occurrence policy.

B. General Provisions of Insurance Policies.

i. All policies of insurance carried by the Lessee shall name the Lessee as insured and shall name the Surface Owner as additional insured on the policy.

ii. Lessee shall not cancel or materially alter the policy until thirty (30) days' prior written notice is given to the Surface Owner. Lessee shall notify Surface Owner if the policy is cancelled or materially altered by the insurance company within 10 days of Lessee receiving notification of such cancellation or alteration.

iii. The Lessee shall furnish to Surface Owner a certificate of insurance at the request of Surface Owner.

iv. Notwithstanding anything to the contrary contained herein, the Lessee's obligation to carry insurance as provided herein may be brought within the coverage of a

“blanket” policy or policies of insurance carried and maintained by the Lessee, so long as such policy(s) segregates the amount of coverage applicable to the Land.

C. Self-Insurance. Lessee may have self-insurance if it has been reviewed and approved by a state insurance analyst in the risk management department of the Colorado Division of Human Resources.

5. SURVIVAL OF TERMS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS. Any term, condition, restriction, reservation or covenant that gives rise to any rights or claims of Surface Owner against Lessee shall be deemed to survive the termination, relinquishment, surrender or abandonment of this Supplemental Agreement or the Mineral Lease until all claims and issues have been settled or resolved by each and all such parties. Upon termination, surrender, or abandonment of this Supplemental Agreement or the Mineral Lease for any reason, Surface Owner shall not be liable or responsible for compliance with any laws, rules, regulations, orders, local ordinances or resolutions applicable to Lessee’s or its Operator’s obligations under this Supplemental Agreement or the Mineral Lease.

6. RIGHTS AND REMEDIES. Surface Owner has the direct right to enforce this Agreement against Lessee, which rights and actions will be independent of any rights, remedies or actions sought, pursued or obtained by Lessor under the Mineral Lease. Upon any default by Lessee to Surface Owner, Surface Owner has the direct right to enforce the provisions of this Supplemental Agreement made for the benefit of Surface Owner, and Surface Owner may exercise all remedies against Lessee available at law or in equity. In the event of any dispute or action between Surface Owner and Lessee, the prevailing party will be entitled to recover its attorneys’ fees and court costs in enforcing this Agreement or pursuing its remedies. For purposes of this Supplemental Agreement, “**Surface Owner**” means the record owner of title to the surface of the Land and such party’s respective lessees, licensees, agents, employees, owners, officers, directors, members, trustees, partners, subsidiaries, affiliates and parent companies, tenants, customers and other parties having a reason to be on the Land and incurring any loss or injury or death as a result of the acts or omissions of Lessee.

7. NOTICES. Any notice, or request or other communication required by this Supplemental Agreement to be given shall be in writing and shall be: (a) personally delivered; or (b) sent via nationally recognized overnight courier; or (c) transmitted by postage prepaid registered or certified mail, return receipt requested. All such notices, requests or other communications shall be addressed to Surface Owner and Lessee at the addresses set forth below or such other address as the parties shall in like manner designate. All such notices and requests shall be deemed to have been given on the first to occur of: (i) the actual date received; or (ii) the date of delivery if personally delivered; or (iii) five (5) days following posting if transmitted by mail.

If to Surface Owner:

Park 70 Metropolitan District  
Attn: General Counsel  
141 Union Blvd Ste. 150  
Lakewood, CO 80228

If to Lessee:

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8. MISCELLANEOUS.

A. This Supplemental Agreement may not be modified except by a written agreement signed by the parties or their respective permitted successors in interest. This Supplemental Agreement must be assigned, transferred and assumed in connection with any assignment of the Mineral Lease in order for the Condition Precedent of the 2023 Agreement to remain satisfied. Upon any assignment or other transfer of the Mineral Lease, Lessee will immediately, and no later than 10 days prior to the effective date of such assignment, notify Surface Owner of such transfer, and Lessee must provide Surface Owner with an assignment and assumption agreement transferring to such successor lessee, with such successor lessee assuming and agreeing to be bound by and for the benefit of Surface Owner, all obligations under this Supplemental Agreement. This Supplemental Agreement shall inure to the benefit of and be binding upon the parties and their permitted successors and assigns.

B. This Supplemental Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument. This Supplemental Agreement runs with the land, and all covenants, conditions and restriction herein run with the land and bind all successors in interest. This Supplemental Agreement has been executed by the parties as of the date first written above.

**SURFACE OWNER:**

Park 70 Metropolitan District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**(Lessee signature page to follow)**

**LESSEE:**

(INSERT SIGNATURE BLOCK AFTER AUCTION)