

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (this "Lease") is made this 21 day of April, 2022 (the "Effective Date") by and between BR Commercial Investments, LLC, a Colorado limited liability company, whose address is P.O. Box 88120, Colorado Springs, Colorado, 80908 ("Landlord"), and Vollmer Road Partners LLLP, a Colorado limited liability limited partnership, whose address is 4615 Northpark Drive, Suite 101, Colorado Springs, CO 80918 ("Tenant"). Landlord and Tenant may sometimes be collectively referred to as the "Parties" or singularly as "Party" for purposes of this Lease.

WITNESSETH, that Landlord, for and in consideration of the following rents, covenants and agreements agreed to be paid, kept and performed by Tenant, does lease to Tenant the described Premises, subject to all the other provisions of this Lease:

1. LEASED PREMISES:

Landlord owns a parcel located in the City of Colorado Springs, El Paso County, Colorado identified and legally described as the "Property Description" (the "Property") in Exhibit A consisting of two pages which is attached hereto. Landlord leases to Tenant the portion of the Property identified as the "Lease Parcel" (the "Premises") which is vacant land. Tenant shall have the right to use the remaining portion of the Property not included in the Lease Parcel which is described as "Cross Easement" for ingress and egress to and from the Lease Parcel to public right of way. Except as may otherwise be provided hereunder, Tenant accepts the Premises in its 'as is' condition with all faults, and has not relied upon any warranties or representations made by Landlord. Tenant shall rely upon its own Due Diligence (as defined herein).

2. USE OF PREMISES:

The Premises shall be used by Tenant for the purpose of collection, salvage, resale and transfer of trash in compliance with the ordinances of the City of Colorado Springs, El Paso County, State of Colorado and any applicable federal laws, and the storage of all items associated with said uses, including but not limited to tools, equipment and containers, and for no other use (the "Permitted Use"). Said Permitted Use shall not be modified without the prior written consent of Landlord. It is mutually understood and agreed that the Premises will be used as a public trash transfer station with the use of heavy equipment and the presence on the Premises of trash, refuse and debris ("Tenant's Business Operations").

3. TERM:

On or after the Effective Date, Tenant will proceed with procuring all necessary permits and authorizations for the Permitted Use and construction of certain improvements in, on or about the Premises (the "Tenant Improvements"), subject to Section 17 herein (the "Due Diligence Period"). It is estimated that the Due Diligence Period will be 12 to 14 months from the beginning of the process. Landlord agrees to provide information and execute those documents necessary for Tenant to obtain those permits and authorizations. The commencement of this Lease, the beginning of the Term and the obligation to pay Rent shall commence upon Tenant securing all necessary permits and authorizations for the Permitted Use and the beginning of construction of the Tenant Improvements which shall be the completion date of the Due Diligence Period and the memorialization of the commencement date by a written statement signed by the Parties confirming the commencement date of the Lease (the "Commencement Date"). Tenant will use its best efforts to keep Landlord apprised of the due diligence process and will give Landlord sixty (60) days prior written notice of the estimated completion of the Due Diligence Period. In the event Tenant is unable to procure all necessary permits and authorizations for the Permitted Use and construction of the Tenant Improvements within twenty-four (24) months from the Effective Date, the Lease will terminate and become null and void.

Beginning on the Commencement Date, this Lease shall be for an initial term of twenty (20) years (the "Initial Term"). A "Lease Year" when referred to in this Lease shall mean a twelve-month period beginning on each last day of the month after the Commencement Date and the last day of each twelve

month period thereafter during the term of the Lease. Tenant shall have the option to extend the Lease for four (4) ten (10) year periods (each an "Extension Term"), the first being on the last day of the Initial Term and on the last day of each Extension Term thereafter; provided however, that Tenant shall give notice in writing to Landlord of its election to extend the Lease for an additional ten (10) years not less than thirty [30] days before the end of the Initial Term or Extension Term, as the case may be. The Initial Term and any Extension Terms may be referred to as the "Term" for purposes of this Lease.

4. RENTAL:

During the first Lease Year, Tenant shall pay to Landlord the sum of Forty-two Thousand Dollars (\$42,000.00), payable in advance in monthly installments of Three Thousand Dollars (\$3,500.00) ("Rent"), payable on the first day of each and every month, except if the Commencement Date is not the first day of a month, then the first Rent payment shall be prorated and be paid on the Commencement Date.

The Rent for each Lease Year during the Term hereof subsequent to the first Lease Year shall be increased by three percent (3%) over the Rent payable during the preceding Lease Year.

In the event any installment of Rent, or other rental payment required is not paid within five (5) days after its due date, a late charge of ten and 00/100 dollars (\$10.00) PER DAY, and interest on all sums owed at 5% per annum shall accrue beginning the sixth day after rental due date and thereupon automatically become payable by Tenant.

5. INUREMENT:

All of the covenants, agreements, terms, and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns, and no named Tenant, nor any other person who may become liable on this Lease, shall be released from any obligation under this Lease by reason of death of such named Tenant or of such other person, nor by reason of any assignment of this Lease.

6. TERMINATION AND HOLDING OVER:

This Lease shall terminate without further notice upon the expiration or earlier termination of the Term. Upon the expiration or earlier termination of the Term, Tenant shall peaceably and quietly surrender the Premises in a usable condition based on the condition of the Premises on the Commencement Date, reasonable wear and tear excepted. Should Tenant, or any of its successors in interest, hold over in the Premises or any part thereof beyond the expiration or earlier termination of the Lease, the holding over, or the mere payment or acceptance of Rent or other sums payable to Landlord, shall not constitute a renewal or extension of the Lease, or give Tenant any rights under the Lease. In such event, Landlord may, in its sole discretion, treat Tenant as a tenant at will or a tenant at sufferance. Tenant's hold over and unauthorized occupancy of the Premises shall nevertheless be subject to all of the covenants, agreements, terms and conditions of this Lease (including, but not limited to, the payment of Rent and other charges payable by Tenant under the Lease), except that Rent shall be at a monthly rent equal to one hundred and twenty percent (120%) of Rent in force and effect for the last month of the Term.

7. TRASH AND DEBRIS:

Tenant agrees that it will use reasonable care to keep the Premises free and clear of Tenant's trash and debris, commensurate with Tenant's Business Operations.

8. TAXES AND FEES:

Tenant shall pay all sales taxes, license fees and other impositions attributable to and required by governmental agencies for the conduct of Tenant's Business Operations. Landlord shall pay all real property taxes. As used herein, real property taxes include any fee or charge relating to the ownership of the Premises, other than taxes on the net income of Landlord or Tenant.

9. RECORDING OF LEASE:

This Lease may be recorded by Memorandum only, and not by total lease, with Landlord's prior knowledge.

10. INSURANCE:

Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term a policy of comprehensive public liability insurance insuring Tenant and Landlord against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto as follows:

Bodily Injury/Property Damage Liability	\$2,000,000 each occurrence combined
Personal Injury Liability	\$2,000,000 each occurrence
Products - Completed Operations	\$2,000,000 each occurrence
General Aggregate Limit	\$5,000,000 each occurrence

Landlord shall be named as an additional insured on each insurance policy described above. Certificates of Insurance shall be issued to Landlord prior to occupancy and prior to any renewal or change of policy term of Tenant's insurance. Additional Insured Endorsements shall be attached to each Certificate of Insurance.

Landlord shall, at Landlord's expense, obtain and keep in force during the Term of the Lease a policy or policies of real property insurance covering loss or damage to the Property in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, loss of rents, special extended perils (all risk). If Landlord should fail or refuse to procure and maintain said insurance, Tenant may, but shall not be required to, procure and maintain the same for the Premises at Tenant's expense, and seek reimbursement from Landlord by invoicing Landlord for the same.

11. INDEMNIFICATION:

Tenant shall indemnify, defend and hold Landlord and Landlord's managers, members, employees and agents, successors and assigns, and the Premises, harmless from and against (i) any liability arising on the Premises because of the negligence of Tenant, Tenant's partners, employees, agents, servants, subtenants, concessionaires, licensees, contractors, invitees or customers, successors and assigns not covered by insurance; (ii) any liability arising from Tenant's contamination of the Premises regarding Hazardous Materials and substances or Tenant's violation of any Environmental Laws, and (iii) from and against all legal costs and charges, including attorneys' fees, incurred in and about any of such matters covered in (i) and (ii) above and the defense of any action arising out of the same or in discharging the Premises, or any part thereof, from any and all liens, charges or judgments which may accrue or be placed thereon by reason of any violation of (i) and (ii) above; provided, however, Tenant shall not be required to indemnify Landlord for any damages or injury of any kind arising as a result of Landlord's willful misconduct or negligence or that of its employees, agents or contractors. Landlord shall indemnify, defend and hold Tenant's and Tenant's managers, members, employees and agents, shareholders, officers, directors, successors and assigns from any liability arising on the Premises or any Common Area on the Property because of the negligence of Landlord. This Section shall survive the expiration or sooner termination of the Lease.

12. DAMAGE AND DESTRUCTION OF PREMISES:

If the Premises are destroyed or damaged such that the Premises are untenable for Tenant's Permitted Use, Tenant may elect to terminate the Lease as of the date of the damage or destruction by notice given to Landlord in writing not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the Parties shall cease as of the date of termination, except that Tenant shall pay Rent payable to Landlord up through and including the termination date. If Tenant does not elect to terminate the Lease, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall commence as soon as reasonably possible thereafter, except that Landlord's obligation to repair or restore the Premises hereunder is subject to the following: (a) Landlord shall not be obligated to repair or restore Tenant's personal property, inventory, trade fixtures, equipment, furniture or temporary Tenant improvements or Alterations, (b) Landlord's obligation hereunder shall be limited to the proceeds actually received by Landlord under Landlord's insurance policies, and (c) repairs and restoration shall be accomplished with all reasonable dispatch subject to events of Force Majeure as set forth in the Lease. Rent shall be abated during the repair of any damage to the extent the Premises are untenable for Tenant's Permitted Use, except that there shall be no rent abatement where the damage to the Premises occurred as the result of any fault of Tenant.

13. EMINENT DOMAIN:

In the event any portion of the Premises or associated interests are taken by condemnation, eminent domain or any transfer in lieu thereof (collectively, "Condemnation"), Landlord and Tenant will each be responsible for prosecuting its own claim in any Condemnation proceedings. Landlord owns the land underlying the Premises. Tenant owns the Tenant Improvements in, on or about the Premises. Each Party will immediately notify the other of any such occurrence. Each Party shall be entitled to recover from the condemning authority the value of their respective interests. Landlord shall be entitled to an award from the condemning authority attributable to the value of the land on which the Premises is located. Tenant may claim the value of the Tenant Improvements, its leasehold, and Tenant's personal property, inventory, trade fixtures, equipment, furniture, temporary improvements or Alterations, and moving expenses. In the event: the entirety of the Property shall be taken by Condemnation, this Lease shall automatically terminate by operation of law. In the event all of the Premises or such portion of the Premises which prevents the Premises from being used for Tenant's Permitted Use are taken by Condemnation, each party shall have right to terminate the Lease. In the event of the termination of the Lease by either party, Rent and other sums payable to Landlord will be apportioned and paid by Tenant to Landlord up through and including the termination date. In the event of a Condemnation for a temporary use or occupancy ("Temporary Condemnation"), the Term shall not be reduced or affected in any way and Tenant shall continue to perform and observe all of the other covenants, agreements, terms and conditions of the Lease as though such Temporary Condemnation had not occurred. In the event of such Temporary Condemnation, Tenant shall continue to pay Rent and all other amounts payable by Tenant under the Lease for the entire time of the Temporary Condemnation.

14. HAZARDOUS SUBSTANCES:

As used herein, the term "**Hazardous Substance**" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government. Tenant shall not cause or permit any Hazardous Substance(s) to be used, stored, generated or disposed of on or in the Premises in violation of applicable laws without first obtaining Landlord's written consent, which consent may be withheld in Landlord's sole discretion. Notwithstanding Landlord's consent, if any Hazardous Substance(s) is used, stored, generated or disposed of on or in the Premises by Tenant, such usage, storage, generation and disposal shall, in all respects, be in strict accordance with all federal, state and local laws, statutes, ordinances, and rules and regulations (collectively, "**Environmental Laws**"). If the Premises become contaminated due to the breach by Tenant of the above restrictions regarding hazardous substances, Tenant shall indemnify, defend, save and hold Landlord harmless from the same in accordance with Section 11 hereunder (indemnity). As a condition to Tenant's indemnification in paragraph 11, Landlord shall prior to the Commencement Date, obtain Phase I and II Environmental Assessments of the Premises so the parties have data regarding the condition of the

Premises as of the Commencement Date. If such breach by Tenant results in the migration of any contamination on the Premises to any other areas of the Property or contiguous properties, Tenant shall promptly, at Tenant's sole expense, take any and all necessary actions to return any contaminated portion of the Property to the condition existing prior to such migration. Tenant shall notify Landlord of any such remedial action. This Section shall survive the expiration or sooner termination of the Lease.

15. MAINTENANCE, REPAIRS AND ALTERATIONS:

In addition to the Tenant Improvements as defined herein, Tenant may install or construct improvements or alterations in, on, to or about the Premises (the "Alterations") during the Term, subject to Landlord's prior written consent which shall not be unreasonably withheld. Tenant shall submit a scope of work and drawings comprising the Alterations to Landlord for Landlord's review and approval, and construct all Alterations in a workmanlike manner. Any Alterations shall be and remain the separate property of Tenant, even though they may be fixtures. Upon termination of this Lease, Tenant shall have the right to remove all Tenant Improvements and Alterations. Tenant shall be responsible for the maintenance and repair of the Premises and the Tenant Improvements, except for that portion of the Premises identified as Private Detention Pond on the Legal Description Exhibit which shall be the sole responsibility of the Landlord.

16. SURRENDER OF POSSESSION:

Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises to Landlord in a usable condition. Tenant shall repair any damage to the Premises occasioned by the removal of Tenant's personal property, inventory, trade fixtures, equipment, furniture, temporary Tenant improvements or Alterations, which repairs shall include restoration of the Premises to a usable condition.

17. FORCE MAJEURE:

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, government restrictions, regulations or controls, hostile government action, civil commotion, fire or other casualty, pandemics, governmental restrictions, and other causes beyond the reasonable control of the Party obligated to perform shall excuse the performance by such Party for a period equal to any such prevention. In the event the Parties hereunder agree that Tenant is unable to reasonably conduct its business operations in the Premises for Tenant's Permitted Use under this Section, Tenant's obligation to pay Rent and other charges pursuant to the Lease shall be abated for a period equal to any such prevention.

18. NOTICES:

All notices provided for under this Lease shall be in writing and deemed given when personally delivered or three (3) days after deposited in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, or fax copies delivered at the same time notice is delivered by a reputable overnight delivery service. Any mailed notice shall be as to the addresses stated above, or other addresses as may be designated by the Parties.

19. NO CONSTRUCTIVE WAIVER:

No waiver of any forfeiture, by acceptance of Rent or otherwise shall waive any subsequent cause of forfeiture or breach of any condition of this Lease; nor shall any consent by Landlord to any assignment or subletting of the Premises, or any part thereof, be held to waive or release any assignee or Tenant from any of the terms, conditions, or covenants of this Lease as against it or the assignee; but every such assignee or Tenant shall be expressly subject thereto.

20. ASSIGNMENT:

Subject to the prior written consent of Landlord, which consent may not be unreasonably withheld, conditioned or delayed, Tenant shall have the right, either voluntarily or by operation of law, to transfer, assign, sublet, pledge, encumber this Lease or change ownership or otherwise transfer this Lease or all any part of Tenant's leasehold estate in the Premises. The consent by Landlord to any assignment or subletting by Tenant shall not, unless expressly agreed by Landlord in writing to the contrary, relieve Tenant of any obligations under this Lease, whether accruing before or after such assignment or subletting. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement to obtain Landlord's consent to subsequent assignments or sublettings. Any transfer of this Lease, the leasehold estate created thereby, either voluntarily or involuntarily, whether by operation of law or otherwise, which does not comply with the terms of this Section shall be null and void.

21. CAPTIONS AND HEADINGS:

The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions or in the scope or intent of this Lease nor in any way affect this Lease.

22. SUCCESSORS AND ASSIGNS:

Whenever the word "Landlord" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of either individual identified as Landlord; the word "Tenant" shall include the heirs, executors, administrators, successors, assigns or legal representatives of Tenant; and the words Landlord and Tenant shall include single and plural, individual or corporation, subject always to the restrictions contained in this lease as to subletting or assignment of this lease.

23. GOVERNMENTAL REGULATIONS:

Tenant covenants and agrees to comply with all governmental laws, regulations and requirements at Tenant's expense. Subject to the foregoing, Landlord and Tenant agree that if at any time during the Term of this Lease, any government agency finds the Premises unsuitable for the Permitted Use and Tenant's Business Operations, and terminates the right to use the Premises for its Permitted Use, this Lease shall be terminated upon written notice from Landlord to Tenant, with each of the Parties relieved of all obligations from the other, except that Tenant shall pay Rent to Landlord up through and including the termination date of this Lease under this Section and not thereafter. The termination of the Lease under this Section shall not relieve either Party from their respective rights and obligations under this Lease prior to such notification.

24. EXHIBITS:

Any exhibits that are attached hereto are incorporated herein as part of this Lease. The following exhibits are attached: Legal Description Exhibit consisting of four pages.

25. REMEDIES; ATTORNEY'S FEES:

If Tenant defaults in fulfilling any of the covenants of this Lease, upon Landlord serving a written thirty (30) days' notice upon Tenant specifying the nature of said default, and upon the expiration of said thirty (30) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said thirty (30) day period, and if Tenant shall not have diligently commenced curing such default within such thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may exercise all of its rights and remedies available to it under Colorado law, including but not limited to, forcible entry and detainer. Tenant shall have the right

to enforce the terms of this Lease by all legal and equitable remedies available to it under Colorado law. In the event it should become necessary for the either Party to employ an attorney to enforce any of the provisions hereof, or to enforce any of them in legal proceedings, the prevailing Party shall be entitled to recover of the other Party its costs in such behalf expended, plus its reasonable attorney's fees.

26. COVENANT OF QUIET ENJOYMENT:

Landlord covenants that Landlord has full right and authority to enter into this Lease for the Term. Landlord further covenants that Tenant, upon performing the covenants and agreements of this Lease to be performed by said Tenant, will have, hold, and enjoy quiet possession of the Premises.

27. SUBORDINATION:

Tenant accepts this Lease as being subject to and subordinate to any deed of trust, or other lien presently existing or hereafter affixed upon the Premises and any renewals, modifications, extensions, and refinancing thereof. Within 30 days after demand, Tenant shall execute and deliver a Subordination, Non-Disturbance and Attornment Agreement to Landlord for the purpose of subordinating Tenant's interest in the Lease to the Liens of such encumbrances as Landlord may request in its sole discretion; provided, however, that such agreement shall provide that Tenant's Business Operations and possession of the Premises in accordance with the provisions of this Lease shall not be affected or disturbed by reason of the subordination or default under any such encumbrances so long as Tenant is in compliance with the performance of its obligations under this Lease.

28. TENANT CERTIFICATE:

Tenant shall, at Landlord's request, within 30 days after such request, acknowledge in writing that this Lease is in full force and effect, and Tenant has no claim or offset against Landlord, that the rental payments and other obligations to be performed by Tenant hereunder are current and that Landlord is not in default of the performance of any obligations under this Lease.

29. RIGHT OF FIRST REFUSAL:

If Landlord receives from a third party a bona fide offer to purchase the Premises, before Landlord may accept such an offer, Landlord must first give written notice to Tenant of said offer. Tenant shall have forty-five (45) calendar days from the date of receipt of said offer to provide Landlord with written acceptance of the offer, upon the same terms and conditions as set forth therein (but in addition thereto, such sale shall include all rights of Landlord in and to this Lease). If Tenant accepts said offer, closing shall take place within sixty (60) calendar days from the date of acceptance. If Tenant fails to accept said offer within the sixty calendar (60) days provided herein, Landlord may proceed to sell to said third party in accordance with the terms of the offer, subject to this Lease. If Landlord has not consummated a sale within one hundred eighty (180) days after the expiration of Tenant's option rights hereunder, the restrictions and options herein provided shall be restored and shall continue in full force and effect, and so long as these restrictions and options remain in effect Landlord shall not thereafter sell or transfer the Premises without first giving Tenant notice as herein provided and otherwise complying with the foregoing provisions. Landlord acknowledges that any sale to a third party is subject to this Lease. This Right of First Refusal is personal and specific to Tenant only and is not assignable or transferable to any other third parties.

30. APPLICABLE LAW:

This Lease, and the rights and obligations of the Parties hereto shall be construed, interpreted and applied in accordance with the laws of the State of Colorado, including the conflict of laws provisions of the State of Colorado.

31. COUNTERPARTS:

This Lease may be executed in multiple counterparts, each of which will be deemed an original for all purposes, but which together constitute one and same instrument. The Parties intend that any facsimile of this instrument that as a facsimile signature of, or on behalf of, either or both Parties have the effect of an original. It is not necessary that the signature of, or on behalf of, each Party or that the signature of all persons required to bind any Party appear on each counterpart.

IN WITNESS THEREOF, the said Parties aforesaid have duly executed the foregoing instrument or caused the same to be executed as of the Effective Date above written.

LANDLORD:

BR COMMERCIAL INVESTMENTS, LLC
a Colorado limited liability company

DocuSigned by:
Brian Beland
By: _____
B172A15FBDC4C2...
Brian Beland, Member

DocuSigned by:
Robin Beland
By: _____
414F32F5BDA2435...
Robin Beland, Member

TENANT:

VOLLMER ROAD PARTNERS, LLLP
a Colorado limited liability limited partnership

DocuSigned by:
Richard Graham
By: _____
98FB9FB94D0542F...

Title: General Partner



3898 Maizeland Road
Colorado Springs, CO 80909

Phone: 719-528-6133
Fax: 719-528-6848

Surveying • Planning

www ldc-inc.com

FALCON STORAGE – BARBARICK
Project No. 21049
January 11, 2022
Sheet 1 of 2

EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land being a portion of the Southwest Quarter of Section 33, Township 12 South, Range 65 West of the 6th P.M., also being Lot 4, AMENDED PLAT OF BARBARICK SUBDIVISION (Reception No. 217713910, El Paso County, Colorado records), situate in El Paso County, Colorado.

EXHIBIT "B"

LEGAL DESCRIPTION: LEASE PARCEL

A parcel of land over and across a portion of the Southwest Quarter of Section 33, Township 12 South, Range 65 West of the 6th P.M., also being a portion of Lot 4, AMENDED PLAT OF BARBARICK SUBDIVISION (Reception No. 217713910, El Paso County, Colorado records), situate in El Paso County, Colorado, described as follows:

Beginning at the Northeasterly corner of said Lot 4 (all bearings in this description are relative to the Easterly line of said Lot 4, which bears N00°05'02"W "assumed") (the following three (3) courses are along the lines of said Lot 4): 1) S89°12'50"W, 647.08 feet; 2) S00°22'13"W, 354.97 feet; 3) N89°17'40"E, 355.06 feet; thence N00°22'13"E, 295.46 feet; thence N89°12'50"E, 292.48 feet to a point on said Lot 4's Easterly line; thence N00°05'02"W along said Easterly line, 60.00 feet to the Point of Beginning and the terminus point of this description;

Containing 3.927 acres (143,638 square feet), more or less.

SURVEYOR'S STATEMENT: I, David V. Hostetler, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the attached LEGAL DESCRIPTION and EXHIBIT were prepared under my direct responsibility, supervision, and checking, and on the basis of my knowledge, information and belief, are correct.

David V. Hostetler, Professional Land Surveyor
Colorado P.L.S. No. 20681
For and on behalf of LDC, Inc.

File: 21049 LEASE PARCEL Lgl.doc
DVH/dh



DS
RG

DS
BB

DS
RB

LEGAL DESCRIPTION EXHIBIT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN EL PASO COUNTY, COLORADO

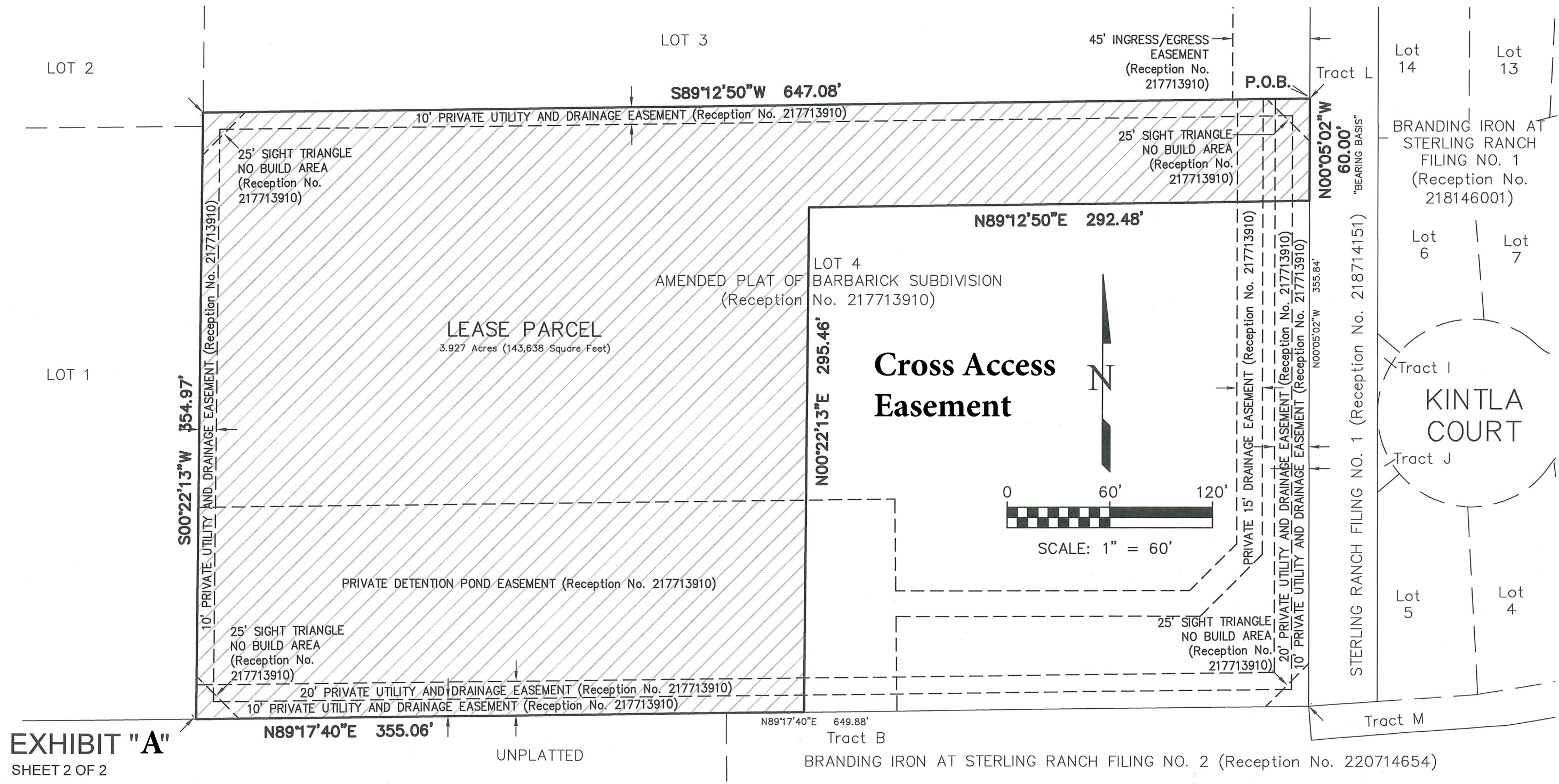


EXHIBIT "A"
SHEET 2 OF 2

UNPLATTED

BRANDING IRON AT STERLING RANCH FILING NO. 2 (Reception No. 220714654)

Land Development Consultants, Inc.
PLANNING · SURVEYING
www ldc-inc.com · TEL: (719) 528-6133 · FAX: (719) 528-6848
3898 MAIZELAND ROAD · COLORADO SPRINGS, CO 80909

REVISIONS			
NO.	DESCRIPTION	DATE	BY

DS
BB RB

DS
RG

NOTE: This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

PROJECT NO. 21049	DRAWN BY: BRH	DATE: 12/23/21
	CHECKED BY: DVH	SHEET 1 OF 1

Pictures of property prior to lease. 10/26/2021









