

DECLARATION OF ACCESS AND DRAINAGE EASEMENTS

THIS DECLARATION is made this 31st day of Oct, 2001, by TIMOTHY A. CONINE; SANDRA N. HAU; NORTHERN COLORADO INVESTMENT PROPERTIES, L.L.C., a Colorado Limited Liability Company; and DENVER AVENUE COMMERCIAL PARK LLC, a Colorado Limited Liability Company (collectively, "Declarants").

ARTICLE I

RECITALS

Section 1: The Declarants are the owners of certain real property located in the City of Loveland, County of Larimer, State of Colorado, legally described on Exhibit "A" attached hereto and incorporated herein by reference ("Property").

Section 2: The Declarants desire to establish non-exclusive reciprocal access and drainage easements over a part of the Property, subject to the covenants, conditions, restrictions and reservations hereinafter set forth.

ARTICLE II

DEFINITIONS

Section 1: "Access Easement" shall mean and refer to that portion of the Easement Area designated for access to and from the Property legally described on Exhibit "B-1" and depicted on the Map of the Property.

Section 2: "Assessment" shall mean and refer to the assessment levied, charged or assessed against an Owner and/or its/their Lot in accordance with the provisions of this Declaration.

Section 3: "Association" shall mean and refer to Denver Avenue Commercial Park Master Association, a Colorado non-profit corporation, or any successor to the Association by whatever name, charged with the duties and obligations set forth in this Declaration.

Section 4: "Common Expense(s)" shall mean and refer to the cost of maintaining and operating the Easement Area and the Common Improvements located thereon, which costs shall include, by way of illustration and not by limitation, maintenance, manicuring and

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Denver Commercial Park, LLC  
4604 S. Denver Ave  
Loveland, CO 80537

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mowing of any Landscaping within the Easement Area; removal of trash, rubbish and debris from the Easement Area; general maintenance of the driveways and roadways located within the Easement Area, including, without limitation, cleaning, repair, replacements, resurfacing, repainting, repaving, restriping, sweeping and snow/ice removal; maintenance and repair of stormwater drainage improvements, including outfall lines located therein within the Easement Area; payment of any assessments or other costs levied against all or any part of the Property pursuant to any Underlying Easement Agreements; acquisition of casualty, public liability and other insurance coverage for the Easement Area considered appropriate by the Association (in amounts commonly carried in similar business parks); maintenance of signage identifying the Property, as a whole, if located within the Easement Area; maintenance and installation of Common Improvements within the Easement Area; legal and accounting fees, operational fees, expenses and liabilities incurred in connection with performing the activities described above; any such expenses incurred pursuant to any separate management or maintenance agreement pertaining to the Property; and any other sums declared to be Common Expenses by the provisions of this Declaration or declared to be Common Expenses by a majority of the Owners of Lots within the Property and all other sums lawfully assessed by the Association pursuant to the Articles of Incorporation or Bylaws of the Association.

Section 5: "Common Improvement(s)" shall mean and refer to driveways, Landscaping, drainage improvements and any other improvements owned by the Association and located within the Easement Area.

Section 6: "Declarants" shall mean and refer collectively to Timothy A. Conine; Sandra N. Hau; Northern Colorado Investment Properties, L.L.C., a Colorado Limited Liability Company; and Denver Avenue Commercial Park LLC, a Colorado Limited Liability Company.

Section 7: "Declaration" shall mean and refer to this Declaration of Access and Drainage Easements and all of the terms, provisions and conditions contained herein.

Section 8: "Drainage Easement" shall mean and refer to that portion of the Easement Area designated for drainage improvements within the Property legally described on Exhibit "B-2" and depicted on the Map of the Property.

3  
Section 9: "Easement Area" shall mean and refer to that portion of the Property intended for use as an Access Easement and/or Drainage Easement as legally described on Exhibits "B-1" and "B-2," respectively, attached hereto and incorporated herein by reference and depicted upon Exhibit "C" attached hereto and incorporated herein by reference.

Section 10: "First Mortgage" shall mean and refer to the Mortgage having first and paramount priority under applicable Colorado law.

Section 11: "Landscaping" shall mean and refer to a space of ground covered with lawn, ground cover, shrubbery, trees, flowers and other plant materials which may be complimented with earth berms, masonry, rock or bark mulch or other ground cover and other similar landscaping materials, together with irrigation/sprinkler systems associated with the same, all harmoniously combined with other improvements.

Section 12: "Lot" shall mean and refer to a separate platted lot owned by any of the Declarants, each of which is described on Exhibit "A" attached hereto.

Section 13: "Map of the Property" shall mean and refer to the Map of the Property attached hereto as Exhibit "C" and incorporated herein by reference which depicts the Access Easement and Drainage Easement within the Property.

Section 14: "Mortgage" shall mean and refer to any mortgage, deed of trust or other security instrument recorded in the office of the Clerk and Recorder of Larimer County, Colorado, and by which any Lot, or any part thereof, is encumbered.

Section 15: "Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary in any Mortgage under which the interest of an Owner in any Lot, or any part thereof, is encumbered, or any successor to the interest of any such person under such Mortgage. "First Mortgagee" shall mean and refer to the holder of a First Mortgage.

Section 16: "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for performance of any obligations, provided that a purchaser at foreclosure sale or trustee's sale shall be deemed an Owner upon issuance of a public trustee's deed for the Lot(s).

Section 17: "Property" shall mean and refer to the real property legally described on Exhibit "A" attached hereto and incorporated herein by reference.

4  
Section 18: "Underlying Easement Agreements" shall mean and refer collectively to any existing and recorded easement agreements relating to all or any part of the Access Easement and/or Drainage Easement which impose a financial obligation upon or which result in reimbursement to the Association for maintaining and repairing the Access Easement and/or Drainage Easement, including, but not limited to, that certain "Easement Agreement" recorded September 9, 1999, at Reception No. 0099080462 of the Larimer County, Colorado records, together with any amendments thereto.

ARTICLE III

DECLARATION OF EASEMENTS

Section 1: Declaration of Access Easement. Subject to all existing easements, reservations, restrictions, covenants, agreements and encumbrances of record, the Declarants do hereby create, declare and establish for the benefit of the Property, a perpetual, non-exclusive access easement on, in, over, across and upon that portion of the Easement Area legally described on Exhibit "B-1" and designated on the Map of the Property as an Access Easement for pedestrian, vehicular and bicycle ingress, egress and access to and from the Property and the public or private streets or rights-of-way adjacent thereto. Said Access Easement shall be for the benefit of the Owners and its/their heirs, administrators, personal representatives, successors and assigns, as well as its/their respective tenants, employees, licensees and business invitees.

Section 2: Declaration of Drainage Easement. Subject to all existing easements, reservations, restrictions, covenants, agreements and encumbrances of record, the Declarants do hereby create, declare and establish for the benefit of the Property and any other real property having a right to use the same, a perpetual, non-exclusive drainage easement on, in, over, across and upon that portion of the Easement Area legally described on Exhibit "B-2" and designated on the Map of the Property as a Drainage Easement for the installation, construction, maintenance, inspection, operation, replacement, relocation and removal of all public and private stormwater drainage lines, outfall lines, sedimentation management structures and devices, and all necessary underground and surface appurtenances thereto. Said Drainage Easement shall be for the benefit of the Owners and its/their heirs, administrators, personal representatives, successors and assigns, as well as its/their respective tenants, employees, licensees and business invitees, together with the owners of any other real property having a right to use the same.

ARTICLE IV

ASSOCIATION

Section 1: Non-Profit Corporation. The Declarants have caused or will cause Denver Avenue Commercial Park Master Association to be incorporated as a non-profit corporation and have designated such Association as the entity to be responsible for the maintenance of the Easement Area and the Common Improvements as more fully set forth in this Declaration, together with such other duties as are set forth herein.

Section 2: Board of Directors and Officers. The affairs of the Association shall be managed by a Board of Directors as provided in the Articles of Incorporation and Bylaws. The functions and duties assigned to the Association shall be carried out by or under the direction of the officers of the Association duly appointed, as provided in such Articles of Incorporation and Bylaws.

Section 3: Membership. Each Owner of a Lot shall be deemed to have a membership in the Association. Membership in the Association shall be appurtenant to and may not be assigned from such ownership. Membership shall pass by operation of law upon the sale of such Lot, which sale may be by deed or by installment land contract, and by any other manner recognized by law, including foreclosure.

Section 4: Voting Rights. Each member of the Association shall be entitled to one (1) vote for each Lot owned by such member.

Section 5: Indemnification. Each Director and officer of the Association and all employees of the Association shall be indemnified by the Association to the fullest extent allowed by law against all expenses and liabilities, including reasonable attorneys' fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party or in which they may become involved by reason of being or having acted as such on behalf of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

Section 6: Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair the Easement Area and the Common Improvements thereon, the Association shall not be liable for injury or damage (other than the normal costs of maintenance and repair) caused by any latent defect within the Easement Area or by the conduct of other Owners

6  
or persons or by casualties for which insurance pursuant to this Declaration is not required or for which insurance is not provided by the Association.

ARTICLE V

MANAGEMENT OF COMMON AREA

Section 1: Repair and Maintenance of Easement Area. The Association, in the exercise of its good faith judgment and consistent with normal commercial standards, taking into account the obligations of any other parties pursuant to the Underlying Easement Agreements, shall, from time to time:

A. Repair and maintain the Access Easement in such a manner as is reasonably necessary and appropriate for the proper use thereof for pedestrian, vehicular and bicycle ingress, egress and access within, over and across the Property and the public or private streets or rights-of-way adjacent thereto. Such repair and maintenance shall include, but are not necessarily limited to, general maintenance, repair, replacement, resurfacing, repainting, repaving, restriping, cleaning, sweeping, snow removal; and maintenance, replacement and repair of curbs, sidewalks, paved areas, directional signs and other markers and bumpers, traffic signs and plantings and Landscaping located within the Access Easement.

B. Install, operate and maintain stormwater drainage improvements in, over and across the Drainage Easement. Such operation and maintenance may include, but are not necessarily limited to, general maintenance, including mowing of Landscaping and control of weeds within the Drainage Easement, and repair, replacement and maintenance of stormwater drainage improvements, including outfall lines, concrete pans and sedimentation management structures and devices.

C. Provide for personnel or independent contractors to implement the foregoing services.

Section 2: Insurance. In addition to the Association obtaining casualty and general liability insurance, the Owners of each Lot upon which the Easement Area is located may, but shall not be required to, secure such general public liability insurance, including insurance from claims against personal injury, death or property damage occurring in, on or about the Easement Area as the Owner of each such Lot desires. No Owner shall have a claim against the Association in the event the Owner is named as a party to any action occurring with respect to personal injury, death or property damage occurring in or about the Easement Area.

Section 3: Extraordinary Use. Notwithstanding the obligation of the Association to maintain the Easement Area in the manner set forth in Section 1 of this Article above, the Owner of each respective Lot shall be responsible for and shall hold the Association and the other Owners harmless from any costs for damages to and repair of the Easement Area caused by extraordinary use thereof by any such Owner (including, without limitation, use of the Access Easement for ingress and egress of construction equipment).

## ARTICLE VI

### ASSESSMENTS

Section 1: General Assessments. The Association may assess each Owner for its proportionate share of Common Expenses. Each Owner shall be subject to a monthly (or such other period as the Association shall determine) Assessment equal to one-fourth (1/4) of the total Common Expenses.

The Association shall estimate the amount of the periodic Assessment and shall fix the due date for payment thereof. Written notice of the Assessment shall be sent to every Owner subject thereto. The periodic Assessment shall be adjusted from time to time to reflect the difference between the actual Common Expenses and the estimated Common Expenses during said period.

Section 2: Special Assessments. In addition to the general Assessments authorized above, the Association may levy in any year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Common Improvements located within the Easement Area owned by the Association, provided that any such Assessment shall be approved by Owners holding seventy-five percent (75%) or more of the voting membership of the Association.

Section 3: Reimbursement Assessments. In addition to the general Assessments and special Assessments authorized above, the Association may levy an Assessment against any Owner if the willful or negligent failure of the Owner or a person claiming through the Owner to comply with this Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations promulgated by the Association, shall have resulted in the expenditure of funds by the Association to cause such compliance, including, but not limited to, extraordinary use of the Access Easement and damage thereto as a result of ingress and egress of construction equipment. Such Assessment shall be known as a reimbursement Assessment and shall be levied only after notice to the Owner and a hearing before the Board of Directors of the Association. The amount of the reimbursement Assessment shall be due and payable to

8

the Association after notice to the Owner of the decision of the Board of Directors of the Association that the reimbursement Assessment is owing.

Section 4: Owners' Liability for Payment of Assessments and Liens. The Declarants, for each Lot owned within the Property, hereby covenant, and each Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all Assessments made pursuant to this Declaration, specifically including all Assessments for maintenance, operation, repair and replacement of the Common Improvements within the Easement Area. Such Assessments, together with interest, costs, late payment penalties and reasonable attorneys' fees, shall be charged upon the land and shall, after the due date thereof, be a continuing lien upon the Lot against which it is made and shall also be the personal obligation of the Owner of such Lot at the time the Assessment is due. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Owner may exempt itself from liability for the payment of such Assessment by waiver of the use of the Easement Area or Common Improvements, by abandonment of the Lot or by an attempt to individually maintain any of the Common Improvements within the Easement Area located on such Owner's Lot.

The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments against a Lot assessed and due prior to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee; provided, however, that upon payment of a reasonable fee not to exceed One Hundred Fifty Dollars (\$150.00) and upon written request, any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments, if any, with respect to the subject Lot, and the amount of any credit for advance payments or for prepaid items. Such statement shall be conclusive upon the Association. If such request for a statement of indebtedness is not complied with by the Association within ten (10) business days of such request, then such grantee shall not be liable for any unpaid Assessments against the subject Lot.

Section 5: Effect of Nonpayment of Assessment; Remedies of Association. If an Owner shall fail or refuse to pay any Assessment within thirty (30) days of the date such Assessment becomes due, the amount thereof shall constitute a lien of that Owner's Lot as set forth in the deed of conveyance to said Owner; and upon the recording of notice thereof by the Association, such lien shall be constituted upon such Owner's interest in said Lot prior to all other liens and encumbrances, recorded or unrecorded, except (i) taxes, special assessments and special taxes thereon or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes



9

which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon; and (ii) all sums owing to a First Mortgagee pursuant to the terms of the First Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of this lien. To evidence such lien for unpaid Assessments, the Association shall prepare a written notice setting forth the amount, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed on behalf of the Association and shall be recorded in the Office of the Clerk and Recorder of Larimer County, Colorado. Such lien shall attach from the date of recording in the Office of the Clerk and Recorder and may be enforced by foreclosure by the Association of the defaulting Owner's Lot in like manner as Mortgages upon real property. In any such foreclosure, the Owner shall be required to pay all of the costs and expenses of such proceedings, the cost, expenses and attorneys' fees for filing the notice of claim of lien and all reasonable attorneys' fees incurred in connection with such foreclosure. In addition, any unpaid Assessment not paid within fifteen (15) days after the due date thereof shall be subject to a late payment penalty in an amount equal to ten percent (10%) of the Assessment amount and such unpaid Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such Assessment was due. The Owner shall also be required to pay any Assessments due and owing during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same.

The Association, on behalf of the Owners, shall have the right to bid on the Lot at the foreclosure sale and to acquire, hold, lease, mortgage and convey the same. Any encumbrancer holding a lien on the Lot may, but shall not be required to, pay any unpaid Assessments due and owing with respect thereto; and upon such payment, such encumbrancer shall have a lien on such Lot for the amounts paid of the same rank as a lien of its encumbrance. Notwithstanding any provision to the contrary contained herein, in the event a First Mortgagee acquires title to a Lot by foreclosure, deed in lieu of foreclosure or otherwise, the amount of Assessments due as of the date of the transfer of title to the First Mortgagee shall be extinguished, and such amount shall be deemed to be a Common Expense assessable against and collectible from all other Owners of Lots within the Property, without prejudice to the right of the Association to recover such amount from the former Owner whose Lot was foreclosed.

Section 6: Special Services Provided by Association. The Association may, at the request of any Owner, undertake any activity, function or service for the benefit of such Owner on a self-supporting or special Assessment basis. Such activities, functions or services may include, without limitation, the provision for Landscaping maintenance on individual Lots. In the case of any special services supporting one (1) but fewer than all

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Lots, the Association shall arrange for billings to be submitted to the Association and shall assess the amounts billed to the Owners of such Lot(s) in such proportion as it shall reasonably determine to be allocable to each such Lot. Assessments for such special services shall be collected in the same manner and to the same extent as general Assessments. Notwithstanding the foregoing, the Association shall not be required to provide any special services to the Owner of any Lot unless the Board of Directors of the Association authorizes such action.

#### ARTICLE VII

##### SPECIAL PROVISIONS RELATING TO EASEMENT AREA AND COMMON IMPROVEMENTS

Section 1: Recorded Easements. In addition to all easements and rights-of-way of record at or before the recording of this Declaration, the Property and all portions thereof, shall be subject to the easements as shown on any recorded Plat affecting the Property, or any portion thereof.

Section 2: Easements Deemed Created. All conveyances of Lots hereafter made, whether by the Declarants or otherwise, shall be construed to grant and reserve the easements established in this Declaration even though no specific reference to such easements appears in the instrument of such conveyance.

Section 3: Owner's Right of Enjoyment. Every Owner and its/their heirs, administrators, personal representatives, successors and assigns, as well as its/their respective tenants, employees, licensees and business invitees, shall have a right and easement of enjoyment to use the Access Easement, which right and easement shall be appurtenant to and shall pass with title to every Lot or any portion thereof.

Section 4: Limitation on Use of Easement Area. An Owner's right and easement of enjoyment of the Easement Area shall not be exercised in any manner which substantially interferes with the purposes for which the Easement Area is provided or with the right and easement of any other Owner with respect thereto and shall be subject to the following:

A. The right of the City of Loveland, Colorado, and any other governmental or quasi-governmental body having jurisdiction over the Property to have access and rights of ingress and egress over and across the Access Easement and Drainage Easement for the purpose of providing police, fire and emergency services and protection and providing any other governmental or municipal service.

11

B. The right of the Association to dedicate or transfer all or any part of the Easement Area or the Common Improvements located thereon to any public entity in furtherance of the purposes of this Declaration. Upon dedication or transfer of any part of the Easement Area or the Common Improvements located thereon under this paragraph, the provisions of this Declaration relating to the maintenance thereof shall terminate to the extent the public entity assumes such maintenance. No such dedication or transfer shall be effective until an instrument agreeing to such dedication or transfer has been signed by the Owners of seventy-five percent (75%) of the Lots within the Property.

C. The right of the Association to charge reasonable fees and Assessments for maintenance of the Easement Area as provided herein.

D. The right of the Association to adopt such reasonable rules and regulations as may be necessary to regulate and govern the Easement Area and the Common Improvements located thereon.

E. The right of the Association to utilize professional management in performing its duties under this Declaration with respect to the maintenance of the Easement Area.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1: Remedies. In addition to the enforcement provisions set forth elsewhere in this Declaration, these covenants, conditions and restrictions may be enforced by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of Assessments due or for such other and further relief as may be available. Such judicial proceeding may be prosecuted by the Association or an Owner. In the event such proceeding is prosecuted by the Association, the cost of such prosecution may be assessed as a Common Expense as herein provided. The failure to enforce or cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration.

In addition, violation of any such covenants, conditions, restrictions, reservations and easements shall give the Association the right to enter upon the premises and remove, at

12  
the expense of the Owner thereof, any structure, thing or condition that may exist contrary to the provisions hereof. Every act, omission to act or condition which violates this Declaration shall constitute a nuisance and every remedy available in law or equity for the abatement of private or public nuisances shall be available to the Owners and the Association. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

Section 2: Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3: Duration and Amendment. This Declaration and the easements granted herein shall continue in full force and effect unless terminated by instrument executed by all Owners of the Property, together with all holders of First Mortgages encumbering any portion of the Property. Except as set forth in the preceding sentence, this Declaration or any portion thereof may be amended if such action is approved and evidenced by a written instrument executed by the Owners of seventy-five percent (75%) of the Lots within the Property and recorded in the records of the Clerk and Recorder of Larimer County, Colorado. No amendments to this Declaration shall be made which conflict with the laws of the State of Colorado.

Section 4: Benefits and Burdens. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarants, the Owners of all Lots located within the Property and their respective heirs, administrators, personal representatives, successors and assigns.

Section 5: Invalidity. All of the conditions, covenants, restrictions, easements, charges and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any of said conditions, covenants, restrictions, easements, charges and/or reservations or any part thereof is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions, easements, charges and/or reservations or any part thereof shall be thereby affected or impaired.


Section 6: No Waiver. The failure of the Association or any Owner to insist upon strict performance of any of the provisions of this Declaration shall not be deemed a waiver of any rights or

13

remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the provisions of this Declaration by the same or any other person.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Access and Drainage Easements as of the day and year first above written.

  
TIMOTHY A. CONINE

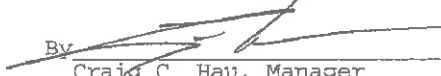
  
SANDRA N. HAU

NORTHERN COLORADO INVESTMENT  
PROPERTIES, L.L.C., a Colorado  
Limited Liability Company

By   
Craig C. Hau, Member

By   
Timothy A. Conine, Member

DENVER AVENUE COMMERCIAL PARK LLC,  
a Colorado Limited Liability  
Company

By   
Craig C. Hau, Manager

"Declarants"



15

EXHIBIT "A" ATTACHED TO AND MADE A PART OF DECLARATION OF ACCESS AND DRAINAGE EASEMENTS BY TIMOTHY A. CONINE; SANDRA N. HAU; NORTHERN COLORADO INVESTMENT PROPERTIES, L.L.C.; AND DENVER AVENUE COMMERCIAL PARK LLC ("DECLARANTS")

LEGAL DESCRIPTION OF PROPERTY

REAL PROPERTY OWNED BY NORTHERN COLORADO INVESTMENT PROPERTIES, L.L.C.:

LOT 1, BLOCK 1, ANDERSON FARM FOURTH SUBDIVISION, CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO.

AND

LOT 2, BLOCK 1, ANDERSON FARM FOURTH SUBDIVISION, CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO.

REAL PROPERTY OWNED BY DENVER AVENUE COMMERCIAL PARK LLC:

LOT 2, BLOCK 1, ANDERSON FARM THIRD SUBDIVISION, CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO.

REAL PROPERTY OWNED BY SANDRA N. HAU AND TIMOTHY A. CONINE:

LOT 3, BLOCK 1, ANDERSON FARM THIRD SUBDIVISION, CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO.

16  
EXHIBIT "B-1" ATTACHED TO AND MADE A PART OF DECLARATION OF ACCESS AND DRAINAGE EASEMENTS BY TIMOTHY A. CONINE; SANDRA N. HAU; NORTHERN COLORADO INVESTMENT PROPERTIES, L.L.C.; AND DENVER AVENUE COMMERCIAL PARK LLC ("DECLARANTS")

LEGAL DESCRIPTION ACCESS EASEMENT NO. 1

A 50.00 foot wide access easement lying in portions of Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision and Lots 2 and 3 in Block 1 of Anderson Farm Third Subdivision, subdivisions of portions of the Southeast Quarter of Section 18, Township 5 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, Larimer County, Colorado, lying 25.00 feet on each side of the following described centerline; Considering the South lines of said Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision as bearing North 89°40'35" West according to the final plat of said Subdivision, with all bearings contained herein relative thereto; Commencing at the Southeast corner of Lot 1 Block 1 of said Anderson Farm Fourth Subdivision; thence North 89°40'35" West along the south line of said Lot 1 a distance of 56.66 feet to the POINT OF BEGINNING of the centerline of this easement; thence North 00°36'06" East, a distance of 388.60 feet to a point of curve; thence along the arc of said curve to the right having a radius of 320.14 feet and a central angle of 10°12'51", an arc distance of 57.07 feet; thence North 10°48'57" East, a distance of 208.97 feet to a point of intersection with Easement No. 2; thence continue North 10°48'57" East, a distance of 30.61 feet to a point of curve; thence along the arc of said curve to the left having a radius of 320.14 feet and a central angle of 10°24'10", an arc distance of 58.13 feet; thence North 00°24'47" East, a distance of 612.14 feet to the POINT OF TERMINUS. The sidelines of this easement extend to or terminate at the south line of Lot 1 Block 1 of Anderson Farm Fourth Subdivision at the Point of Beginning, and at the North line Lot 2 Block 1 of Anderson Farm Third Subdivision at the Point of Terminus.

LEGAL DESCRIPTION ACCESS EASEMENT NO. 2

A 50.00 foot wide access easement lying in portions of Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision and Lots 2 and 3 in Block 1 of Anderson Farm Third Subdivision, subdivisions of portions of the Southeast Quarter of Section 18, Township 5 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, Larimer County, Colorado, lying 25.00 feet on each side of the following described centerline; Considering the South lines of said Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision as bearing North 89°40'35" West according to the final plat of said Subdivision, with all bearings contained herein relative thereto; Commencing at the Northeast corner of Lot 1 Block 1 of Anderson Farm Fourth Subdivision, thence South 00°36'06" West along the



17  
West line of said Lot 1 a distance of 3.00 feet to the POINT OF BEGINNING; thence South 89°35'13" East, a distance of 604.67 feet; thence South 84°37'50" East, a distance of 57.87 feet; thence South 89°35'13" East, a distance of 330.28 feet to a point of curve; thence along the arc of said curve to the left having a radius of 42.50 feet and a central angle of 90°00'01", an arc distance of 66.76 feet; thence North 00°24'46" East, a distance of 659.03 feet to the POINT OF TERMINUS. The sidelines of this easement extend to or terminate at the west lines of Lot 1 Block 1 of Anderson Farm Fourth Subdivision and Lot 3 Block 1 of Anderson Farm Third Subdivision at the Point of Beginning, and at the North line Lot 2 Block 1 of Anderson Farm Third Subdivision at the Point of Terminus.

LEGAL DESCRIPTION ACCESS EASEMENT NO. 3

An 80.00 foot wide access easement lying in a portion Lot 3 in Block 1 of Anderson Farm Third Subdivision, subdivisions of portions of the Southeast Quarter of Section 18, Township 5 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, Larimer County, Colorado, lying 40.00 feet on each side of the following described centerline;  
Considering the South lines of said Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision as bearing North 89°40'35" West according to the final plat of said Subdivision, with all bearings contained herein relative thereto;  
Commencing at the Northeast corner of said Lot 3 Block 1, thence South 00°26'45" West along the East line of said Lot 3 a distance of 143.06 feet to the POINT OF BEGINNING; thence North 89°34'58" West, a distance of 222.14 feet to the POINT OF TERMINUS. The sidelines of this easement extend to or terminate at the east line of Lot 3 Block 1 of Anderson Farm Third Subdivision at the Point of Beginning, and at the east line of the above described Easement No. 2 at the Point of Terminus.

18  
EXHIBIT "B-2" ATTACHED TO AND MADE A PART OF DECLARATION OF ACCESS AND DRAINAGE EASEMENTS BY TIMOTHY A. CONINE; SANDRA N. HAU; NORTHERN COLORADO INVESTMENT PROPERTIES, L.L.C.; AND DENVER AVENUE COMMERCIAL PARK LLC ("DECLARANTS")

50' DRAINAGE EASEMENT

A 50.00 foot wide strip of land being a portion of Lots 1 and 2 Block 1 of Anderson Farms Fourth Subdivision, a subdivision of a portion of the Southeast Quarter of Section 18, township 5 North, Range 69 West of the Sixth Principal Meridian, in the City of Loveland, Larimer County, Colorado, lying 25.00 feet on each side of the following described centerline;  
Considering the West line of said Lot 1 Block 1 as bearing North 00°36'06" East per the final plat of Anderson Farm Fourth Subdivision, with all bearings contained herein relative thereto; Commencing at the Southwest corner of said Lot 1 Block 1, thence North 00°36'06" East, along the West line said Lot 1, a distance of 25.00 feet, to the POINT OF BEGINNING, said point bears North 00°36'06" East a distance of 252.00 feet from the Southeast corner of said Southeast Quarter of Section 18;  
thence South 89°40'35" East a distance of 124.41 feet to a point of curvature; thence southeasterly along the arc of said curve to the right, having a central angle of 30°00'00" and a radius of 200.00 feet, an arc length of 104.72 feet, the chord of said curve bears South 74°40'35" East a distance of 103.53 feet;  
thence South 59°40'35" East a distance of 246.82 feet to a point of curvature; thence southeasterly along the arc of said curve to the Left, having a central angle of 30°00'00" and a radius of 200.00 feet, an arc length of 104.72 feet, the chord of said curve bears South 74°40'35" East a distance of 103.53 feet;  
thence South 89°40'35" East a distance of 522.29 feet to a point of curvature; thence Northeasterly along the arc of said curve to the left, having a central angle of 43°04'55" and a radius of 100.00 feet, an arc length of 75.19 feet, the chord of said curve bears North 68°46'58" East a distance of 73.43 feet; thence North 47°14'30" East a distance of 75.38 feet to a point of curvature; thence North 17°33'25" East a distance of 160.23 feet to the POINT OF TERMINUS of the above described centerline, said point bears South 00°26'45" West of the Northeast corner of said Lot 2 Block 1 of Anderson Farm Fourth Subdivision. The side lines of said easement extend to or terminate at the West lines of said Lot 1 on the West end of the easement, and at the East line of said Lot 2 Block 1.

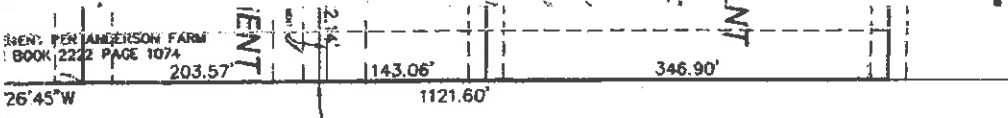
TOGETHER WITH A 20' STORM DRAIN EASEMENT

A 20.00 foot wide strip of land being a portion of Lot 1 Block 1 of Anderson Farms Fourth Subdivision, a subdivision of a portion of the Southeast Quarter of Section 18, township 5 North, Range 69 West of the Sixth Principal Meridian, in the City of Loveland, Larimer County, Colorado, lying 10.00 feet on each side of the following described centerline;

19  
Considering the West line of said Lot 1 Block 1 as bearing North 00°36'06" East per the final plat of Anderson Farm Fourth Subdivision, with all bearings contained herein relative thereto; Commencing at the Southeast corner of said Lot 1 Block 1, thence North 89°40'35" West, along the South line said Lot 1, a distance of 304.29 feet, to the POINT OF BEGINNING; thence North 48°34'24" East a distance of 50.23 feet; thence North 88°06'35" East a distance of 112.87 feet to the POINT OF TERMINUS of the above described centerline; The side lines of said easement extend to or terminate at the South line of said Lot 1 on the West end of the easement, and at the Centerline of the above described 50' drainage easement.







**POINT OF BEGINNING EASEMENT NO. 2**

**20' STORM DRAIN EASEMENT**  
 A 20.00 foot wide strip of land being a portion of Lot 1 Block 1 of Anderson Farms Fourth Subdivision, a subdivision of a portion of the Southeast Quarter of Section 18, Township 5 North, Range 69 West of the Sixth Principal Meridian, in the City of Loveland, Larimer County, Colorado, lying 10.00 feet on each side of the following described centerline:  
 Considering the West line of said Lot 1 Block 1 as bearing North 00°36'06" East per the final plat of Anderson Farm Fourth Subdivision, with all bearings contained herein relative thereto;  
 Commencing at the Southeast corner of said Lot 1, Block 1, thence North 89°40'35" West, along the South line said Lot 1, a distance of 304.29 feet, to the POINT OF BEGINNING;  
 thence North 48°34'24" East a distance of 50.23 feet; thence North 88°06'35" East a distance of 112.67 feet to the POINT OF TERMINUS of the above described centerline; The side lines of said easement extend to or terminate at the South line of said Lot 1 on the West end of the easement, and at the centerline of the above described 50' wide easement.

**90' DRAINAGE EASEMENT**  
 A 90.00 foot wide strip of land being a portion of Lots 1 and 2, Block 1 of Anderson Farms Fourth Subdivision, a subdivision of a portion of the Southeast Quarter of Section 18, Township 5 North, Range 69 West of the Sixth Principal Meridian, in the City of Loveland, Larimer County, Colorado, lying 25.00 feet on each side of the following described centerline:  
 Considering the West line of said Lot 1 Block 1 as bearing North 00°36'06" East per the final plat of Anderson Farm Fourth Subdivision, with all bearings contained herein relative thereto;  
 Commencing at the Southwest corner of said Lot 1, Block 1, thence North 00°36'06" East, along the West line said Lot 1, a distance of 25.00 feet, to the POINT OF BEGINNING; said point bears North 00°36'06" East a distance of 252.00 feet from the Southeast corner of said Southeast Quarter of Section 18;  
 thence South 89°40'35" East a distance of 124.41 feet to a point of curvature; thence southeasterly along the arc of said curve to the right, having a central angle of 30°07'00" and a radius of 200.00 feet, an arc length of 104.72 feet, the chord of said curve bears South 74°40'35" East a distance of 103.53 feet; thence South 89°40'35" East a distance of 248.62 feet to a point of curvature; thence southeasterly along the arc of said curve to the left, having a central angle of 30°07'00" and a radius of 200.00 feet, an arc length of 104.72 feet, the chord of said curve bears South 74°40'35" East a distance of 103.53 feet; thence South 89°40'35" East a distance of 522.29 feet to a point of curvature; thence Northeasterly along the arc of said curve to the left, having a central angle of 43°04'35" and a radius of 100.00 feet, an arc length of 75.19 feet, the chord of said curve bears North 68°46'36" East a distance of 73.43 feet; thence North 47°43'30" East a distance of 73.36 feet to a point of curvature; thence North 17°31'25" East a distance of 160.23 feet to the POINT OF TERMINUS of the above described centerline; said point bears South 00°26'45" West of the Northeast corner of said Lot 2, Block 1 of Anderson Farm Fourth Subdivision; The side lines of said easement extend to or terminate at the West lines of said Lot 1 on the West end of the easement, and at the East line of said Lot 2, Block 1.

**LEGAL DESCRIPTION ACCESS EASEMENT NO. 1**  
 A 50.00 foot wide access easement lying in portions of Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision and Lots 2 and 3 in Block 1 of Anderson Farm Third Subdivision, subdivisions of portions of the Southeast Quarter of Section 18, Township 5 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, Larimer County, Colorado, lying 25.00 feet on each side of the following described centerline:  
 Considering the South lines of said Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision as bearing North 89°40'35" West according to the final plat of said Subdivision, with all bearings contained herein relative thereto;  
 Commencing at the Northeast corner of Lot 1 Block 1 of Anderson Farm Fourth Subdivision, thence South 00°36'06" West along the West line of said Lot 1 a distance of 3.00 feet to the POINT OF BEGINNING; thence South 89°35'13" East, a distance of 604.67 feet; thence South 84°37'50" East, a distance of 57.87 feet; thence South 89°35'13" East, a distance of 330.28 feet to a point of curve; thence along the arc of said curve to the left, having a radius of 42.50 feet and a central angle of 90°00'01", an arc distance of 66.76 feet; thence North 00°24'47" East a distance of 676.03 feet

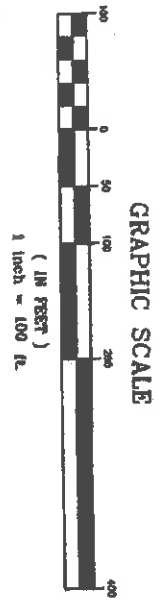
**LEGAL DESCRIPTION ACCESS EASEMENT NO. 2**  
 A 50.00 foot wide access easement lying in portions of Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision and Lots 2 and 3 in Block 1 of Anderson Farm Third Subdivision, subdivisions of portions of the Southeast Quarter of Section 18, Township 5 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, Larimer County, Colorado, lying 25.00 feet on each side of the following described centerline:  
 Considering the South lines of said Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision as bearing North 89°40'35" West according to the final plat of said Subdivision, with all bearings contained herein relative thereto;  
 Commencing at the Northeast corner of Lot 1 Block 1 of Anderson Farm Fourth Subdivision, thence South 00°36'06" West along the West line of said Lot 1 a distance of 3.00 feet to the POINT OF BEGINNING; thence South 89°35'13" East, a distance of 604.67 feet; thence South 84°37'50" East, a distance of 57.87 feet; thence South 89°35'13" East, a distance of 330.28 feet to a point of curve; thence along the arc of said curve to the left, having a radius of 42.50 feet and a central angle of 90°00'01", an arc distance of 66.76 feet; thence North 00°24'47" East a distance of 676.03 feet

**LEGAL DESCRIPTION ACCESS EASEMENT NO. 2**  
 A 50.00 foot wide access easement lying in portions of Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision and Lots 2 and 3 in Block 1 of Anderson Farm Third Subdivision, subdivisions of portions of the Southeast Quarter of Section 18, Township 5 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, Larimer County, Colorado, lying 25.00 feet on each side of the following described centerline:  
 Considering the South lines of said Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision as bearing North 89°40'35" West according to the final plat of said Subdivision, with all bearings contained herein relative thereto;  
 Commencing at the Southeast corner of Lot 1 Block 1 of said Anderson Farm Fourth Subdivision; thence North 89°40'35" West along the south line of said Lot 1 a distance of 56.66 feet to the POINT OF BEGINNING of the centerline of this easement; thence North 00°36'06" East, a distance of 388.60 feet to a point of curve; thence along the arc of said curve to the right, having a radius of 320.14 feet and a central angle of 10°12'51", an arc distance of 57.07 feet; thence North 10°48'57" East, a distance of 208.97 feet to a point of intersection with Easement No. 2; thence continue North 10°48'57" East, a distance of 30.61 feet to a point of curve; thence along the arc of said curve to the left, having a radius of 320.14 feet and a central angle of 10°24'10", an arc distance of 58.13 feet; thence North 00°24'47" East, a distance of 612.14 feet to the POINT OF TERMINUS; The side lines of this easement extend to or terminate at the south line of Lot 1 Block 1 of Anderson Farm Fourth Subdivision at the Point of Beginning, and at the North line of Lot 2 Block 1 of Anderson Farm Third Subdivision at the Point of Terminus.

THIRD SUB. ELECTRIC EASEMENT PER 346.48

# DENVER AVENUE

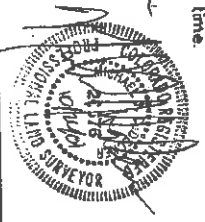
Δ=171'4.01"  
 R=540.00  
 L=162.42  
 CHD=508'56.25"W  
 161.81



Note: Existing easements shown hereon are based upon information taken from a title commitment prepared by Land Title Guarantees order number FC25001941 dated 10-01-2001. Also other easements prepared by CDS Engineering Corporation have been shown.

Surveyors Statement  
 I Michael J. Dedecker a duly registered Professional Land Surveyor in the State of Colorado, hereby state that the access easements shown hereon were created from drawings and plats prepared by others. A survey of the property and easements shown hereon was not performed at this time.

*Michael J. Dedecker*  
 Michael J. Dedecker PLS  
 for and on behalf of  
 CDS Engineering Corp.



to the POINT OF BEGINNING, the intersection of the east line of Lot 1 Block 1 of Anderson Farm Fourth Subdivision and Lot 3 Block 1 of Anderson Farm Third Subdivision at the Point of Beginning, and of the North line Lot 2 Block 1 of Anderson Farm Third Subdivision at the Point of Terminus.

LEGAL DESCRIPTION ACCESS EASEMENT NO. 3  
 An 80.00' foot wide access easement lying in a portion Lot 3 in Block 1 of Anderson Farm Third Subdivision, subdivisions of portions of the Southeast Quarter of Section 18, Township 5 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, Larimer County, Colorado, lying 40.00 feet on each side of the following described centerline:  
 Considering the South lines of said Lots 1 and 2 in Block 1 of Anderson Farm Fourth Subdivision as bearing North 89°40'35" West according to the final plat of said Subdivision, with all bearings contained herein relative thereto;  
 Commencing at the Northeast corner of said Lot 3 Block 1, thence South 00°26'45" West along the East line of said Lot 3 a distance of 143.06 feet to the POINT OF BEGINNING; thence North 89°34'58" West, a distance of 222.14 feet to the POINT OF TERMINUS. The sidelines of this easement extend to or terminate at the east line of Lot 3 Block 1 of Anderson Farm Third Subdivision at the Point of Beginning, and at the east line of the above described Easement No. 2 at the Point of Terminus.

CLIENT:

**COLORADO COMMERCIAL PROPERTIES**

CDS ENGINEERING CORPORATION  
 Consulting Engineers and Professional Construction Managers  
 CIVIL / STRUCTURAL ENGINEERING, GEOTECHNICAL AND FOUNDATION ENGINEERS,  
 DAMS AND RESERVOIRS, LAND AND MUNICIPAL PLANNING, LAND AND CONSTRUCTION SURVEYS  
 SOILS / CONCRETE / ASPHALT TESTING AND FIELD INSPECTION

PROJECT TITLE:

**DENVER AVENUE COMMERCIAL PARK**

SHEET TITLE:

**JOINT ACCESS AND DRAINAGE EASEMENTS**

PROJECT	PGI-13
DRAWING	396
ACCESS	1
REVISION	