

STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Laboratory Services Division
Denver, Colorado 80246-1530 8100 Lowry Blvd.
Phone (303) 692-2000 Denver, Colorado 80230-6928
Located in Glendale, Colorado (303) 692-3090

<http://www.cdphe.state.co.us>



Colorado Department
of Public Health
and Environment

Covenant Information:

Covenant ID HMCOV00094

Covenant Date 7/16/2013

Self Reporting

Media of Concern:

Surface Water:

Ground Water:

Air:

Soil:

Other:

Site Contact Information:

Owner Corp: Harcos Chemicals Inc.

Contact Name: Mr. John Cleary

Contact Address: 5200 Speaker Rd.

Contact City: Kansas City

Contact State: KS

Contact Zip: 66106

Contact Phone: 913-621-7818

Contaminants of Concern:

Tetrachloroethylene (PCE), Trichlorethylene (TCE)

Property Restrictions:

- 1: No use of groundwater beneath site.
- 2: Residential use is prohibited.
- 3: No actions that violate or interfere with the activities specified in the Corrective Action Plan shall be undertaken.
- 4:
- 5:

Site Information:

ID: COR000208660

Name: East 39th Ave Site

Address: 5035 Easth 39th Ave

City: Denver

State: CO

Zip: 80207

Legal Description:

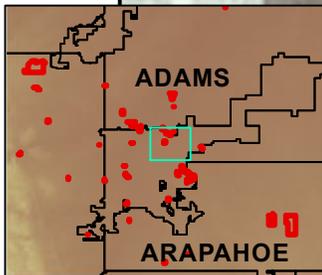
See Covenant

EAST 39TH AVE SITE

Featured Institutional Control



Copyright © 2013 Esri, DeLorme, NAVTEQ, TomTom, Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



HMCOV00094



Colorado Department of Public Health and Environment

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

 966224
\$166.00

ENVIRONMENTAL COVENANT

Harcros Chemicals Inc. (“Harcros”) hereby grants an Environmental Covenant (“Covenant”) this 16th day of July, 2013 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment (“the Department”) pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, C.R.S., *et seq.* (“the CHWA”). The Department’s address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Harcros is the owner of certain real property, located at 5025-5035 39th Avenue, Denver, Colorado 80207, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as “the Property”); and

WHEREAS, Harcros and the Property are subject to the CHWA and the federal Resource Conservation and Recovery Act, 42 U.S.C. § 6926, *et seq.*; and

WHEREAS, certain environmental conditions, including the presence of volatile organic chemical constituents in soils and groundwater, at the Property have been and continue to be addressed by certain remedial measures undertaken voluntarily by Harcros, Elementis Chemicals Inc. (“ECI”), and T H Agriculture & Nutrition, L.L.C. (“THAN”) as described in a series of reports and correspondence provided voluntarily to the Department by Harcros under the Corrective Action Plan process outlined in 6 CCR 1007-3, § 100.26, with the knowledge, oversight, formal and informal concurrence of the Department; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting the use of the Property to non-residential uses and restricting the use of groundwater at the Property; and

WHEREAS, Harcros desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind Harcros and all parties now or subsequently having any right, title, or interest in the Property, or any part thereof, and any persons using the land, as described herein, for the benefit of the Department, Harcros, ECI, Elementis Holdings, Ltd. ("EHL"), THAN, and Philips Electronics North America Corporation ("PENAC"); and

NOW, THEREFORE, Harcros hereby grants this Environmental Covenant to the Department, with ECI, EHL, THAN, and PENAC as third-party beneficiaries, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 10, below, which shall run with the Property in perpetuity and be binding on Harcros and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Environmental Covenant, the term OWNER means the then current record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1. Use restrictions

- a. The groundwater at the Property (defined as groundwater occurring at and below the ground surface of the Property) shall not be withdrawn for any use. This

limitation does not apply to the installation or use of any monitoring or treatment well installed on the Property for use solely to obtain samples for analysis and/or to conduct remediation.

- b. Residential use of the property is prohibited. Prohibited uses include, but are not limited to, child care, elder care, pre-school(s), school(s), playground(s), health care facilities, or any form of residential housing.
 - c. No actions that violate or interfere with the activities specified in Department approved Corrective Action Plans for the Property, including all subsequent revisions approved by the Department shall be undertaken. Nor shall the OWNER prohibit any persons authorized to perform environmental monitoring or remediation activities at the Property conducted in accordance with Department approved plans.
2. Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department approve a modification or termination of the Covenant and Owner shall copy Harcros on any such request. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. Notwithstanding the foregoing, no modification or termination of this Covenant shall be effective unless the Department and Harcros have

each approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

- a. a proposal to perform additional remedial work;
 - b. new information regarding the risks posed by the residual contamination;
 - c. information demonstrating that residual contamination has diminished;
 - d. information demonstrating that an engineered feature or structure is no longer necessary;
 - e. information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
 - f. other appropriate supporting information.
3. Conveyances OWNER shall notify the Department and Harcros at least fifteen (15) days in advance of the closing on any proposed sale or other conveyance of any interest in any or all of the Property.
4. Notice to Lessees OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any and all leases, licenses, or other instruments granting a right to use the Property.
5. Notification for Proposed Construction and Land Use OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

6. Inspections Harcros, the Department, and any persons authorized to perform environmental monitoring or remediation activities at the Property, shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant.
7. Third-Party Beneficiaries OWNER, ECI, EHL, THAN, and PENAC are third-party beneficiaries with the right to enforce the provisions of this Covenant as provided in § 25-15-322, C.R.S.
8. No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant; nor does Harcros or any named third-party beneficiary of this Covenant acquire any liability under State law by virtue of being such a beneficiary.
9. Enforcement The Department may enforce the terms of this Covenant pursuant to § 25-15-322, C.R.S. Harcros and any named third-party beneficiaries of this Covenant may file suit in the District Court for the City and County of Denver, Colorado, to enjoin actual or threatened violations of this Covenant.
10. Owner's Compliance Certification OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant and to otherwise enforce the provisions of this Covenant under § 25-15-322, C.R.S.
11. Notices Any document or communication required under this Covenant shall be sent or directed to:

On behalf of CDPHE:

David Walker
Environmental Protection Specialist
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

On behalf of ECI:

Attention to Corporate Counsel
Elementis America Inc.
469 Old Trenton Road
East Windsor, NJ 08512
Telephone: (609) 443-2573
Telecopy: (609) 932-2288
and with copy to:

Weil, Gotshal & Manges LLP
1501 K Street, N.W., Suite 100
Washington, DC 20005
Attn: David R. Berz
Telephone: (202) 682-7190
Telecopy: (202) 857-0940

On behalf of EHL:

Attention to Chief Financial Officer
Elementis Holdings, Ltd.
Elementis House
56 Kingston Road
Staines TW18 4ES, UK

On behalf of Harcros:

John P. Cleary
Harcros Chemicals, Inc.
5200 Speaker Road
Kansas City, Kansas 66106
Telecopy: (913) 621-7818

and with copy to:

Lori L. Duwve
Husch Blackwell LLP
1700 Lincoln Street
Suite 4700
Denver, CO 80203
Telephone: (303) 892-4450
Telecopy: (303) 749-7272

On behalf of THAN:

Attention of President
T H Agriculture & Nutrition, L.L.C
15313 West 95th Street
Lenexa, Kansas 66219
Telecopy: (913) 888-0255

and with copy to:

W. Michael Shinkle
Shinkle & Lynch
5835 Grand Avenue
Suite 105
Des Moines, IA 50312-1437
Telecopy: (515) 244-6821

On behalf of PENAC:

Attention of General Counsel
3000 Minuteman Road
Building One
Andover, MA 01810
Telecopy: (978) 975-1285

and with copies to:

Joe Innamorati
Senior Director, Legal Department
Philips Electronics North American Corporation
3000 Minuteman Road
Building One
Andover, MA 01810
Telecopy: (978) 975-1285

and to:

John C. Berghoff, Jr.
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Telecopy: (312) 706-8605

Recorded in 2013 of Denver, CO
Debra Johnson, Clerk and Recorder

ATTACHMENT A

SHEET 1 OF 2

PARCEL I:

THAT PART OF THE SOUTHWEST 1/4 SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 SOUTHEAST 1/4 OF SECTION 19, WHICH IS 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 SOUTHEAST 1/4 OF SECTION 19, SAID POINT BEING ON THE WEST LINE OF FOREST STREET; THENCE SOUTH ALONG THE WEST LINE OF FOREST STREET A DISTANCE OF 495.24 FEET TO THE NORTH LINE OF EAST 39TH AVENUE; THENCE WEST ALONG THE NORTH LINE OF EAST 39TH AVENUE, A DISTANCE OF 465.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 200 FEET, MORE OR LESS, TO A POINT 294.64 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 SOUTHEAST 1/4 OF SAID SECTION 19; THENCE WEST ALONG A LINE 294.64 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 116.0 FEET; THENCE SOUTH 200 FEET TO THE NORTH LINE OF EAST 39TH AVENUE; THENCE EAST ALONG THE NORTH LINE OF EAST 39TH AVENUE A DISTANCE OF 116.0 FEET TO THE TRUE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL II:

THE SOUTH 96.30 FEET OF THE NORTH 114.3 FEET OF LOT 8 AND THE SOUTH 96.3 FEET OF THE NORTH 114.3 FEET OF THE EAST 33.6 FEET OF LOT 7, AS MEASURED PERPENDICULAR TO THE EAST LOT LINE OF SAID LOT 7, BLOCK 1, MILE-HI WEST, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL III:

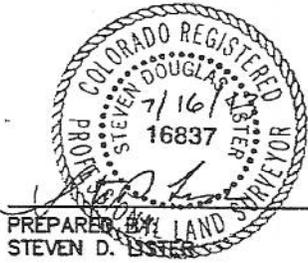
THAT PART OF THE SOUTHWEST 1/4 SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 294.94 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 495.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 85.00 FEET TO A POINT 209.94 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 191.63 FEET TO A POINT ON THE WEST LINE OF ELM STREET EXTENDED NORTHERLY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF MILE-HI WEST; THENCE SOUTHERLY ALONG THE WEST LINE OF ELM STREET EXTENDED NORTHERLY, A DISTANCE OF 85.00 FEET TO A POINT 294.94 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 191.73 FEET TO THE TRUE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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FOR AND ON BEHALF OF:
LANE ENGINEERING SERVICE, INC
9500 WEST 14TH AVE.
LAKEWOOD COLORADO 80215
303-233-4042



PREPARED BY LAND SURVEYOR
STEVEN D. LISTER

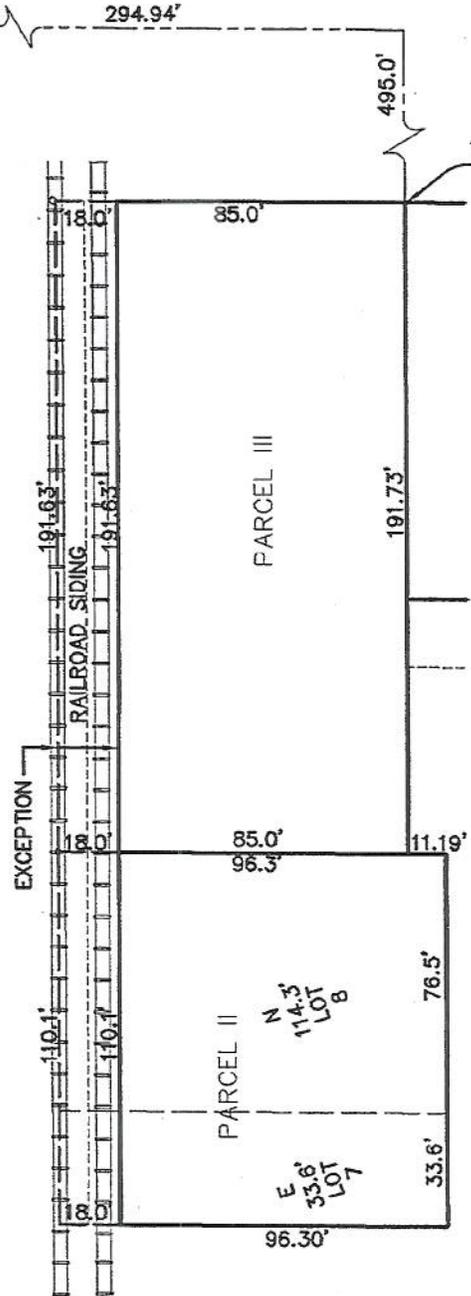
PREPARED: 07/15/2013
PROJECT: Y22-9.2
SHEET 1 OF 2

Recorded in O&G of Denver, CO Doc. Code: 001
Debra Johnson, Clerk and Recorder

ATTACHMENT A

SHEET 2 OF 2

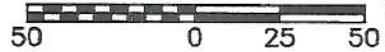
NORTHEAST CORNER
SW 1/4, SE 1/4
(NOT LOCATED)



TRUE POINT OF BEGINNING



SCALE 1" = 50'



STEVEN D. LISTER
REGISTERED LAND SURVEYOR
COLORADO NO. 16837

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PREPARED BY: LANE ENGINEERING SERVICE, INC.
9500 WEST 14TH AVENUE, LAKEWOOD, CO 80215-4716
TEL: (303) 233-4042 FAX: (303) 233-0796

PREPARED: 07/15/2013
PROJECT: Y22-9.2
SHEET 2 OF 2

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

 966224
\$166.00

ENVIRONMENTAL COVENANT

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WHEREAS, Harcros is the owner of certain real property, located at 5025-5035 39th Avenue, Denver, Colorado 80207, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as “the Property”); and

WHEREAS, Harcros and the Property are subject to the CHWA and the federal Resource Conservation and Recovery Act, 42 U.S.C. § 6926, *et seq.*; and

WHEREAS, certain environmental conditions, including the presence of volatile organic chemical constituents in soils and groundwater, at the Property have been and continue to be addressed by certain remedial measures undertaken voluntarily by Harcros, Elementis Chemicals Inc. (“ECI”), and T H Agriculture & Nutrition, L.L.C. (“THAN”) as described in a series of reports and correspondence provided voluntarily to the Department by Harcros under the Corrective Action Plan process outlined in 6 CCR 1007-3, § 100.26, with the knowledge, oversight, formal and informal concurrence of the Department; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting the use of the Property to non-residential uses and restricting the use of groundwater at the Property; and

WHEREAS, Harcros desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind Harcros and all parties now or subsequently having any right, title, or interest in the Property, or any part thereof, and any persons using the land, as described herein, for the benefit of the Department, Harcros, ECI, Elementis Holdings, Ltd. ("EHL"), THAN, and Philips Electronics North America Corporation ("PENAC"); and

NOW, THEREFORE, Harcros hereby grants this Environmental Covenant to the Department, with ECI, EHL, THAN, and PENAC as third-party beneficiaries, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 10, below, which shall run with the Property in perpetuity and be binding on Harcros and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Environmental Covenant, the term OWNER means the then current record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

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 - b. new information regarding the risks posed by the residual contamination;
 - c. information demonstrating that residual contamination has diminished;
 - d. information demonstrating that an engineered feature or structure is no longer necessary;
 - e. information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
 - f. other appropriate supporting information.
3. Conveyances OWNER shall notify the Department and Harcros at least fifteen (15) days in advance of the closing on any proposed sale or other conveyance of any interest in any or all of the Property.
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9. Enforcement The Department may enforce the terms of this Covenant pursuant to § 25-15-322, C.R.S. Harcros and any named third-party beneficiaries of this Covenant may file suit in the District Court for the City and County of Denver, Colorado, to enjoin actual or threatened violations of this Covenant.
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11. Notices Any document or communication required under this Covenant shall be sent or directed to:

On behalf of CDPHE:

David Walker
Environmental Protection Specialist
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

On behalf of ECI:

Attention to Corporate Counsel
Elementis America Inc.
469 Old Trenton Road
East Windsor, NJ 08512
Telephone: (609) 443-2573
Telecopy: (609) 932-2288
and with copy to:

Weil, Gotshal & Manges LLP
1501 K Street, N.W., Suite 100
Washington, DC 20005
Attn: David R. Berz
Telephone: (202) 682-7190
Telecopy: (202) 857-0940

On behalf of EHL:

Attention to Chief Financial Officer
Elementis Holdings, Ltd.
Elementis House
56 Kingston Road
Staines TW18 4ES, UK

On behalf of Harcros:

John P. Cleary
Harcros Chemicals, Inc.
5200 Speaker Road
Kansas City, Kansas 66106
Telecopy: (913) 621-7818

and with copy to:

Lori L. Duwve
Husch Blackwell LLP
1700 Lincoln Street
Suite 4700
Denver, CO 80203
Telephone: (303) 892-4450
Telecopy: (303) 749-7272

On behalf of THAN:

Attention of President
T H Agriculture & Nutrition, L.L.C
15313 West 95th Street
Lenexa, Kansas 66219
Telecopy: (913) 888-0255

and with copy to:

W. Michael Shinkle
Shinkle & Lynch
5835 Grand Avenue
Suite 105
Des Moines, IA 50312-1437
Telecopy: (515) 244-6821

On behalf of PENAC:

Attention of General Counsel
3000 Minuteman Road
Building One
Andover, MA 01810
Telecopy: (978) 975-1285

and with copies to:

Joe Innamorati
Senior Director, Legal Department
Philips Electronics North American Corporation
3000 Minuteman Road
Building One
Andover, MA 01810
Telecopy: (978) 975-1285

and to:

John C. Berghoff, Jr.
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Telecopy: (312) 706-8605

Recorded in 2013 of Denver, CO
Debra Johnson, Clerk and Recorder

ATTACHMENT A

SHEET 1 OF 2

PARCEL I:

THAT PART OF THE SOUTHWEST 1/4 SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 SOUTHEAST 1/4 OF SECTION 19, WHICH IS 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 SOUTHEAST 1/4 OF SECTION 19, SAID POINT BEING ON THE WEST LINE OF FOREST STREET; THENCE SOUTH ALONG THE WEST LINE OF FOREST STREET A DISTANCE OF 495.24 FEET TO THE NORTH LINE OF EAST 39TH AVENUE; THENCE WEST ALONG THE NORTH LINE OF EAST 39TH AVENUE, A DISTANCE OF 465.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 200 FEET, MORE OR LESS, TO A POINT 294.64 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 SOUTHEAST 1/4 OF SAID SECTION 19; THENCE WEST ALONG A LINE 294.64 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 116.0 FEET; THENCE SOUTH 200 FEET TO THE NORTH LINE OF EAST 39TH AVENUE; THENCE EAST ALONG THE NORTH LINE OF EAST 39TH AVENUE A DISTANCE OF 116.0 FEET TO THE TRUE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL II:

THE SOUTH 96.30 FEET OF THE NORTH 114.3 FEET OF LOT 8 AND THE SOUTH 96.3 FEET OF THE NORTH 114.3 FEET OF THE EAST 33.6 FEET OF LOT 7, AS MEASURED PERPENDICULAR TO THE EAST LOT LINE OF SAID LOT 7, BLOCK 1, MILE-HI WEST, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL III:

THAT PART OF THE SOUTHWEST 1/4 SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

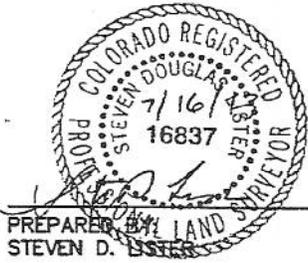
BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 294.94 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 495.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 85.00 FEET TO A POINT 209.94 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 191.63 FEET TO A POINT ON THE WEST LINE OF ELM STREET EXTENDED NORTHERLY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF MILE-HI WEST; THENCE SOUTHERLY ALONG THE WEST LINE OF ELM STREET EXTENDED NORTHERLY, A DISTANCE OF 85.00 FEET TO A POINT 294.94 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 191.73 FEET TO THE TRUE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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FOR AND ON BEHALF OF:
LANE ENGINEERING SERVICE, INC
9500 WEST 14TH AVE.
LAKEWOOD COLORADO 80215
303-233-4042



PREPARED BY LAND SURVEYOR
STEVEN D. LISTER

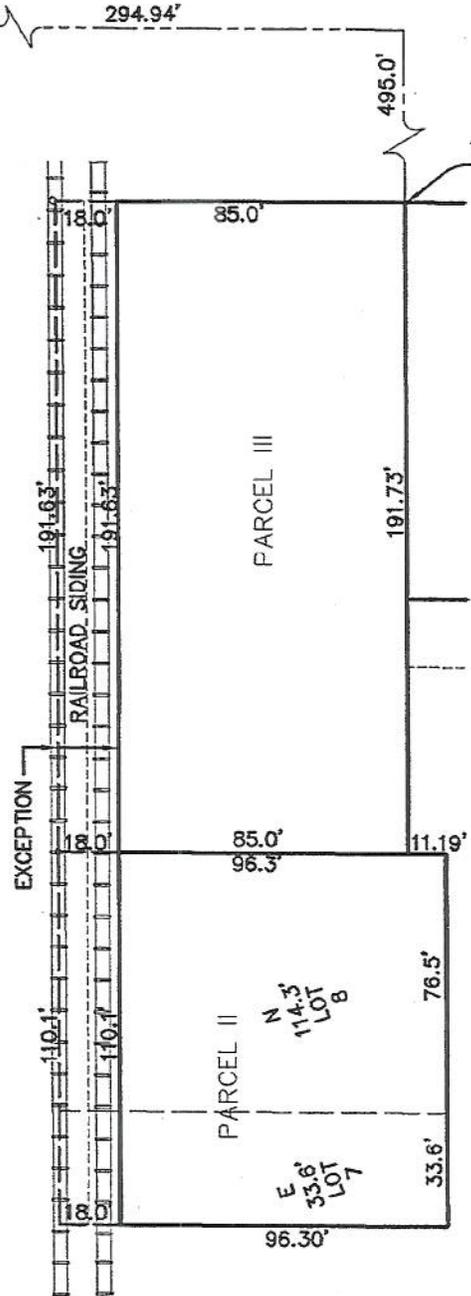
PREPARED: 07/15/2013
PROJECT: Y22-9.2
SHEET 1 OF 2

Recorded in O&G of Denver, CO Doc. Code: 001
Debra Johnson, Clerk and Recorder

ATTACHMENT A

SHEET 2 OF 2

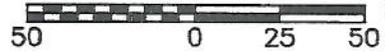
NORTHEAST CORNER
SW 1/4, SE 1/4
(NOT LOCATED)



TRUE POINT OF BEGINNING



SCALE 1" = 50'



STEVEN D. LISTER
REGISTERED LAND SURVEYOR
COLORADO NO. 16837

\\Server\lane_data\PROJECTS\Y22-9.dwg Y22-9.dwg 7/16/2013 8:29:20 AM MDT



PREPARED BY: LANE ENGINEERING SERVICE, INC.
9500 WEST 14TH AVENUE, LAKEWOOD, CO 80215-4716
TEL: (303) 233-4042 FAX: (303) 233-0796

PREPARED: 07/15/2013
PROJECT: Y22-9.2
SHEET 2 OF 2