

LEASE

(FOUR CORNERS BUSINESS IMPROVEMENT DISTRICT)

THIS LEASE, dated this 18th day of March, 2022, is by and between Erie Four Corners, LLC a Colorado limited liability company (the "**Landlord**") and William Cross, an individual (the "**Tenant**").

The Landlord, in consideration of the covenants of the Tenant hereinafter set forth, hereby leases to the Tenant the following described property, a map of which is attached as **Exhibit A**:

A tract of land located in the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 1 North, Range 69 West of the 6th P.M., described as follows:

Beginning at the East $\frac{1}{4}$ corner of said Section 24;
Thence South 00°39'06" East 70.00 feet;
Thence North 89°30'16" West 320.17 feet;
Thence South 00°29'44" West 30.01 feet to True Point of Beginning

Thence South 89°30'16" East, 120.00 feet;
Thence South 00°29'44" West, 120.00 feet;
Thence North 89°30'16" West, 120.00 feet;
Thence North 00°29'44" East, 120.00 feet to the True Point of Beginning.

County of Boulder, State of Colorado

Note: Bearings are based on the North line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 1 North, Range 69 West of the 6th P.M., being North 89°30'16" West.

Said premises are to be leased to the Tenant at will, subject to immediate termination by either party. The Tenant, in consideration of the leasing of the premises as set forth above, covenants and agrees to pay the Landlord as rent the sum of \$50 per annum, payable annually on or before December 31 in arrears for the year, which shall be prorated for the first year.

The Tenant further covenants with the Landlord that, at the expiration of this lease, peaceable possession of said premises shall be given to the Landlord, in as good condition as they now are, the usual wear and tear, casualty losses, and loss by fire excepted.

It is agreed that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein

contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after the Landlord has given written notice pursuant to applicable law, the Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law (§§ 13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.), which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above-listed remedies.

This lease will become effective as of the dated date above, and will continue until January 1, 2030 (the "**Initial Term**"), unless terminated earlier by one of the parties in accordance herewith. This lease will automatically continue after the Initial Term for successive terms of one year each unless terminated earlier by one of the parties in accordance herewith prior to the end of the then-current term.

IT IS FURTHER COVENANTED AND AGREED between the parties aforesaid that:

1. This lease shall not be transferred or assigned by Tenant without advance written consent of the Landlord.
2. Landlord may grant other leasehold interests in the premises to other tenants and may transfer or assign this lease without prior notice or the consent of the Tenant.
3. To the extent allowed by law, Landlord shall indemnify, defend, and hold harmless Tenant, and any successors and assigns, from any claim, demand, liability, action, cost, or expense, including reasonable attorney fees, but not including any of the foregoing as they may relate to liability that the Tenant may have for general taxes or arising from or related to any bodily injury or property damage, that may occur over, on, under, across, or otherwise pertaining to the premises.
4. Tenant shall allow Landlord to install and maintain landscaping and other improvements on the premises at Landlord's expense.

5. This lease shall not be recorded without the written consent of the Landlord. Landlord may record a memorandum of this lease.

6. Tenant shall be obligated to pay all property taxes on the premises.


7. This lease shall be subordinate to all existing and future security interests of the Landlord on the premises. Any notices required by this lease shall be in writing and personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the addresses immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by all parties. This lease shall be binding on all parties, their personal representatives, successors and assigns. This lease may be executed in counterparts, each of which is an original and all of which taken together form one single document.

8. This lease terminates, without action by either party, upon the death of the Tenant.

LANDLORD:

Erie Four Corners, LLC, a Colorado limited liability company

By:


David Waldner, Manager

TENANT:

William Cross, an individual

By:

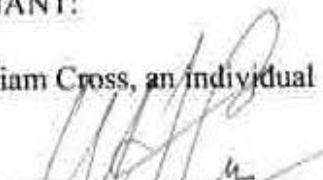

1634 Westin Drive
Erie, Colorado 80516

EXHIBIT A
PROPERTY MAP

See attached.

TRACT A
OWNER:
REGENCY REALTY GROUP INC

E. 1/4 COR SEC. 24,
T1N R69W OF 6TH P.M.

S 00°39'08" E

70.00'

ERIE PARKWAY

ERIE PARKWAY

N 89°30'16" W 514.69'

TE 380' & DIST
S 89°30'16" E
184.32'

TE 380' & DIST
S 00°29'44" W
30.01'

TE 380' & DIST

S 89°30'16" E
186.00'

S 00°29'44" W
120.00'

N 00°29'44" E
120.00'

N 89°30'16" W
120.00'

BUSINESS
IMPROVEMENT
DISTRICT
BOUNDARY

E. LINE N1/2 SE 1/4 SEC. 24

E. COUNTY LINE ROAD

LEASE

(FOUR CORNERS BUSINESS IMPROVEMENT DISTRICT)

THIS LEASE, dated this 18th day of March, 2022, is by and between Erie Four Corners, LLC a Colorado limited liability company (the "**Landlord**") and David Starnes, an individual (the "**Tenant**").

The Landlord, in consideration of the covenants of the Tenant hereinafter set forth, hereby leases to the Tenant the following described property, a map of which is attached as **Exhibit A**:

A tract of land located in the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 1 North, Range 69 West of the 6th P.M., described as follows:

Beginning at the East $\frac{1}{4}$ corner of said Section 24;
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Thence South 00°29'44" West 30.01 feet to True Point of Beginning

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County of Boulder, State of Colorado

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The Tenant further covenants with the Landlord that, at the expiration of this lease, peaceable possession of said premises shall be given to the Landlord, in as good condition as they now are, the usual wear and tear, casualty losses, and loss by fire excepted.

It is agreed that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein

contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after the Landlord has given written notice pursuant to applicable law, the Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law (§§ 13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.), which is incorporated by this reference, in the event repeated or substantial defaults(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above-listed remedies.

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IT IS FURTHER COVENANTED AND AGREED between the parties aforesaid that:

1. This lease shall not be transferred or assigned by Tenant without advance written consent of the Landlord.
2. Landlord may grant other leasehold interests in the premises to other tenants and may transfer or assign this lease without prior notice or the consent of the Tenant.
3. To the extent allowed by law, Landlord shall indemnify, defend, and hold harmless Tenant, and any successors and assigns, from any claim, demand, liability, action, cost, or expense, including reasonable attorney fees, but not including any of the foregoing as they may relate to liability that the Tenant may have for general taxes or arising from or related to any bodily injury or property damage, that may occur over, on, under, across, or otherwise pertaining to the premises.
4. Tenant shall allow Landlord to install and maintain landscaping and other improvements on the premises at Landlord's expense.

5. This lease shall not be recorded without the written consent of the Landlord. Landlord may record a memorandum of this lease.

6. Tenant shall be obligated to pay all property taxes on the premises.

7. This lease shall be subordinate to all existing and future security interests of the Landlord on the premises. Any notices required by this lease shall be in writing and personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the addresses immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by all parties. This lease shall be binding on all parties, their personal representatives, successors and assigns. This lease may be executed in counterparts, each of which is an original and all of which taken together form one single document.

8. This lease terminates, without action by either party, upon the death of the Tenant.

LANDLORD:

Erie Four Corners, LLC, a Colorado limited liability company

By: 

David Waldner, Manager

TENANT:

David Starnes, an individual

By: 

1907 Lakespur Lane
Louisville, Colorado 80027

EXHIBIT A
PROPERTY MAP

See attached.

TRACT A
OWNER:
REGENCY REALTY GROUP INC

E. 1/4 COR SEC. 24,
T1N R69W OF 6TH P.M.

ERIE PARKWAY

S 00°39'08" E

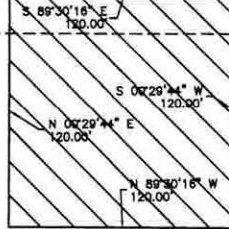
70.00'

N 89°30'16" W 514.69'

TIE BRG & DIST
S 89°30'16" E
194.52'

TIE BRG & DIST
S 00°29'44" W
30.01'

TIE BRG & DIST



BUSINESS
IMPROVEMENT
DISTRICT
BOUNDARY

E. LINE N1/2 SE 1/4 SEC. 24

E. COUNTY LINE ROAD

LEASE

(FOUR CORNERS BUSINESS IMPROVEMENT DISTRICT)

THIS LEASE, dated this 16th day of September, 2022, is by and between Erie Four Corners, LLC a Colorado limited liability company (the “**Landlord**”) and Timothy L. Westbrook an individual (the “**Tenant**”).

The Landlord, in consideration of the covenants of the Tenant hereinafter set forth, hereby leases to the Tenant the following described property, a map of which is attached as **Exhibit A**:

A tract of land located in the North ½ of the Southeast ¼ of Section 24, Township 1 North, Range 69 West of the 6th P.M., described as follows:

Beginning at the East ¼ corner of said Section 24;
Thence South 00°39’06” East 70.00 feet;
Thence North 89°30’16” West 320.17 feet;
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Thence South 89°30’16” East, 120.00 feet;
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County of Boulder, State of Colorado

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The Tenant further covenants with the Landlord that, at the expiration of this lease, peaceable possession of said premises shall be given to the Landlord, in as good condition as they now are, the usual wear and tear, casualty losses, and loss by fire excepted.

It is agreed that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein

contained to be performed by the Tenant, which default shall be uncorrected for a period of thirty (30) days after the Landlord has given written notice pursuant to applicable law, the Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) terminate this lease; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law (§§ 13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.), which is incorporated by this reference, in the event repeated or substantial defaults(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above-listed remedies.

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3. To the extent allowed by law, Landlord shall indemnify, defend, and hold harmless Tenant, and any successors and assigns, from any claim, demand, liability, action, cost, or expense, including reasonable attorney fees, but not including any of the foregoing as they may relate to liability that the Tenant may have for general taxes or arising from or related to any bodily injury or property damage, that may occur over, on, under, across, or otherwise pertaining to the premises.
4. Tenant shall allow Landlord to install and maintain landscaping and other improvements on the premises at Landlord's expense.

5. This lease shall not be recorded without the written consent of the Landlord. Landlord may record a memorandum of this lease.

6. Landlord shall be responsible for paying all property taxes on the premises. Tenant shall be obligated to pay to Landlord Tenant's proportionate share of the property taxes on the premises. Tenant's proportionate share shall be calculated by dividing the total annual property taxes by the number of Tenants then holding leases on the premises. No later than thirty (30) days following receipt of the annual property tax bill for the property, Landlord shall notify Tenant of Tenant's proportionate share of the property taxes and Tenant shall remit payment to Landlord within thirty (30) days thereafter.

7. This lease shall be subordinate to all existing and future security interests of the Landlord on the premises. Any notices required by this lease shall be in writing and personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the addresses immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by all parties. This lease shall be binding on all parties, their personal representatives, successors and assigns. This lease may be executed in counterparts, each of which is an original and all of which taken together form one single document.

8. This lease terminates, without action by either party, upon the death of the Tenant.

LANDLORD:

Erie Four Corners, LLC, a Colorado limited liability company

By: 
David Waldner, Manager

TENANT:

Timothy L. Westbrook, an individual


DocuSigned by:
By: 
2719 Black Canyon Way
Castle Rock, CO 80109

EXHIBIT A
PROPERTY MAP

See attached.

TRACT A
OWNER:
REGENCY REALTY GROUP, INC.

E. 1/4 COR SEC. 24,
T1N R69W OF 6TH P.M.

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70.00'

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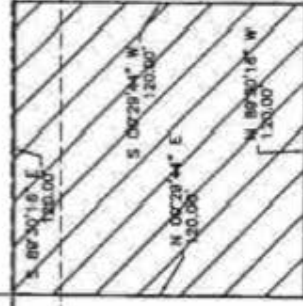
ERIE PARKWAY

N 89°30'16" W 514.69'

15' 180' 0" DIST
S 89°30'16" E
194.53'

15' 180' 0" DIST
S 00°29'44" W
30.01'

15' 180' 0" DIST



BUSINESS
IMPROVEMENT
DISTRICT
BOUNDARY

E. LINE N1/2 SE 1/4 SEC. 24

E. COUNTY LINE ROAD

LEASE

(FOUR CORNERS BUSINESS IMPROVEMENT DISTRICT)

THIS LEASE, dated this 16th day of September, 2022, is by and between Erie Four Corners, LLC a Colorado limited liability company (the “**Landlord**”) and Andrew G. Hays an individual (the “**Tenant**”).

The Landlord, in consideration of the covenants of the Tenant hereinafter set forth, hereby leases to the Tenant the following described property, a map of which is attached as **Exhibit A**:

A tract of land located in the North ½ of the Southeast ¼ of Section 24, Township 1 North, Range 69 West of the 6th P.M., described as follows:

Beginning at the East ¼ corner of said Section 24;
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County of Boulder, State of Colorado

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By: 
David Waldner, Manager

TENANT:

Andrew G. Hays, an individual

DocuSigned by:
By: 
1890 E. Fox Glove Lane
Milliken, CO 80543

EXHIBIT A
PROPERTY MAP

See attached.

TRACT A
OWNER:
REGENCY REALTY GROUP, INC.

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T1N R69W OF 6TH P.M.

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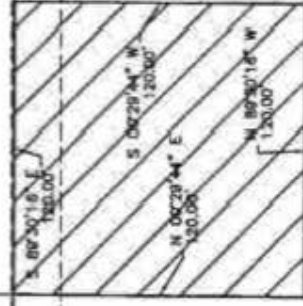
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15' 18.00' & DIST
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15' 18.00' & DIST



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