

**PARTY WALL DECLARATION  
(Duplex)**

THIS PARTY WALL DECLARATION ("**Declaration**") is made and entered into by Iron Works Village, LLC, a Colorado limited liability company ("**Declarant**") as hereinafter more fully defined), as of the date hereinafter set forth.

**RECITALS**

- A. Declarant is the owner of certain lots with the addresses of 2877 S. Fox St. ("**Parcel 1**") and 2873 S. Fox St. ("**Parcel 2**") and both legally described on **Exhibit A** hereto ("**Parcel 1**").
- B. There are Improvements on Parcel 1 and on Parcel 2 that are adjacent to each other and share a common wall located on the lot line between Parcel 1 and Parcel 2 (the "**Party Wall**"). Parcel 1 and Parcel 2 are collectively the "**Parcels**" and each a "**Parcel**".
- C. Declarant wishes to provide for the use and enjoyment of the Party Wall shared by the Parcels and further provide for the ownership and use of said Party Wall and of the Parcels.

**DECLARATION**

NOW, THEREFORE, the Declarant hereby declares that the Parcels on the Property described on the attached **Exhibit A**, shall be held, sold, subject to the following covenants, conditions, restrictions and easements.

**ARTICLE 1. DEFINITIONS**

**Section 1.1. *Declarant.***

"**Declarant**" means Iron Works Village, LLC, a Colorado limited liability company, and any other Person(s), to whom the Declarant, by Recorded document, expressly assigns one or more rights under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds).

**Section 1.2. *Declaration.***

"**Declaration**" means this Party Wall Declaration as may be amended from time to time.

**Section 1.3. *Improvements.***

"**Improvements**" means all structures, including without limitation duplex dwelling units, now or hereafter located on a Parcel, exterior improvements to any such structures (including but not limited to paint or other finish materials on any visible structure) and any other exterior improvements made to a Parcel, and any exterior appurtenances thereto or exterior components

thereof, of every type and kind, including but not limited to all landscaping and hardscaping features.

**Section 1.4.        *Master Declaration.***

"**Master Declaration**" means that certain Declaration of Covenants, Conditions and Restrictions of Iron Works Village, recorded on June 13, 2018 at Reception No. D8057639.

**Section 1.5.        *Owner.***

"**Owner**" means each fee simple title holder of a Parcel, including the Declarant or other Person who owns a Parcel, but does not include a Person having an interest in a Parcel solely as security for an obligation. There may be more than one (1) Owner of a Parcel.

**Section 1.6.        *Person.***

"**Person**" means a natural person, a corporation, a limited liability company, a partnership, an association, a trust, a joint venture, or any other entity recognized under the laws of the State of Colorado, or any combination thereof.

**Section 1.7.        *Records.***

"**Records**" means the official real property records of Arapahoe County, Colorado; "**to Record**" or "**to be Recorded**," means to file for recording in the Records; and "**of Record**" and "**Recorded**" means having been recorded in the Records.

**Section 1.8.        *Security Interest.***

"**Security Interest**" means an interest in a Parcel, created by contract or conveyance, which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

**Section 1.9.        *Security Interest Holder.***

"**Security Interest Holder**" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest and, with respect to notice of cancellation or substantial modification of certain insurance policies, the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is Recorded or not and the land records of the County in which such property is located, show the said Administrator as having the Record title to the Parcel), or any successor to the interest of any such Person under such Security Interest.

## ARTICLE 2. PARTY WALLS

### Section 2.1. *Party Walls.*

There lies along and over a portion of the common boundary of the Parcels a Party Wall which, in conjunction with the footings underlying, and the portions of the roof thereover, form a structural part of and physically join the Improvements on each Parcel. Each Parcel includes that portion of a Party Wall located on such Parcel, together with the necessary easements on adjoining Parcels for perpetual lateral and subjacent support, maintenance, repair and inspection of the Party Walls with equal rights of joint use.

### Section 2.2. *Protection of Party Walls.*

A Party Wall or shared element shall not be materially altered or changed. No Owner or permittee shall have the right to destroy, remove or make any structural changes in the Party Wall which would jeopardize the structural integrity of any improvements on either of the Parcels; and no Owner or permittee shall subject a Party Wall to the insertion or placement of timbers, beams or other materials in such a way as to adversely affect the Party Wall's structural integrity or sound insulating qualities. No Owner or permittee shall subject a Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the adjoining Parcel Owner. No Owner or permittee may cut open or otherwise breach the drywall of the Party Wall. A reasonable number of nail holes no larger than one-quarter inch (1/4") in diameter are permitted in a Party Wall. Any other installations or modifications, including, but not limited to in-wall speakers, vents, lighting or other installations that require cutting into the Party Wall are prohibited.

### Section 2.3. *Party Wall General Rules Applicable.*

To the extent not inconsistent with the terms and conditions of this Declaration, the general rules of law of the State of Colorado concerning party walls shall be applicable hereto.

### Section 2.4. *Roofs.*

Some parts of the roof of the Parcels ("Roof") form an uninterrupted roof line across the Parcels and are currently of the same material and color. The cosmetic appearance of the Roof will affect the value of the Parcels. The physical condition of the Roof could be the cause of damage to improvements on one (1) or more of the Parcels, such as, but not limited to, a defect in the Roof causing water to leak into a Parcel Owner's dwelling unit. The Owners have a common interest in maintaining the cosmetic appearance and the physical condition of their common Roof, in furtherance of which Declarant provides that if at any time, a Parcel Owner ("Complaining Roof Owner") reasonably believes that the portion of the Roof located on the adjacent Parcel ("Damaged Roof Owner") is in a condition such that it materially adversely affects the value of the Complaining Roof Owner's Parcel or risks damage to the Improvements on the Complaining Roof Owner's Parcel, then such Complaining Roof Owner shall communicate the concern to the

Damaged Roof Owner, requesting that the Damaged Roof Owner repair or replace that portion of the roof located upon their Parcel. The Damaged Roof Owner shall then repair or replace the affected portion of the Roof. In repairing or replacing the affected portion of the roof, the Damaged Roof Owner shall use materials of the same type and quality as then exist so as to match with the remaining portions of the roof and the cost of such repair or replacement shall be borne by the Damaged Roof Owner. In the event that the Damaged Roof Owner, in good faith, does not agree with Complaining Roof Owner's request, the dispute resolution provisions of Article 8 below shall apply.

### **Section 2.5. *Joint Costs***

Owners of the Parcels that share a Party Wall or any other common structural elements shall share equally in the maintenance, repair and replacement of the Party Wall or element and the costs thereof.

## **ARTICLE 3. COVENANTS TO RUN WITH THE PROJECT**

### **Section 3.1. *Covenants to Run with the Property.***

Declarant hereby declares that all the Parcels shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions set forth in this Declaration, which are for the purpose of protecting the value and desirability of the Parcels, and which shall run with the Parcels and be a burden binding on all parties having any right, title or interest in the Parcels or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the benefit of all Owners, their heirs, personal representatives, successors and assigns.

### **Section 3.2. *Owners and Subsequent Owners Bound.***

Each provision of this Declaration and each agreement, promise, covenant or undertaking to comply with or to be bound by the provisions of this Declaration that is contained herein shall:

**3.2.1** Be deemed incorporated in each deed or other instrument by which any right, title or interest in any Parcel is granted, devised or conveyed, whether or not set forth or referred to in such deed or instrument; and

**3.2.2** By virtue of acceptance of any right, title or interest in a Parcel by an Owner, such Owner shall be deemed to have accepted, ratified, adopted and declared said agreements, promises, covenants and undertakings as personal covenants of such Owner and such Owner's heirs, personal representatives, successors and assigns to, with and for the benefit of all other Owners.

## **ARTICLE 4. INSURANCE**

### **Section 4.1. *Fire and Casualty Insurance.***

Each Owner, at their sole cost and expense, shall obtain and maintain at all times policies of insurance insuring their Parcel and all improvements thereon against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of residential property, including those covered by the standard "all risk" endorsement or a policy that includes the "broad form" covered causes of loss. All such insurance shall cover one hundred percent (100%) of the insurable replacement cost of the improvements on the Parcel. All policies of insurance required hereunder shall be written by insurance companies licensed to do business in Colorado and have an acceptable rating. To the extent permitted under the appropriate insurance policies, in the case of payment to an Owner on an insurance claim related to the Party Wall or the easements created herein, such payment shall be made to the claimant only and not require the endorsement by or payment jointly to the other Owner of a Party Wall. For purposes of this Article, the term "acceptable rating" shall mean a "B" or better general policyholder's rating or better financial performance index rating in Best's Insurance Reports; and an "A" or better general policyholder's rating and a financial size category of "VII" or better in Best's Hazard Insurance Financial Stability Ratings; a "BBB" qualified solvency rating or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service. Each Owner, upon written request from another Owner shall deliver to the requesting party certificates evidencing all insurance required to be carried under this Article. Each Owner shall have the right, upon reasonable request, to inspect and copy all such insurance policies of any other Owner and require evidence of the payment of premiums.

### **Section 4.2. *Master or Blanket Policies.***

Nothing contained in this Article 4 shall prevent the Owners from jointly acquiring a single "master" or "blanket" type insurance policy to cover any one (1) or more of the hazards required to be insured against under this Article 4, and sharing the costs thereof on mutually agreed terms.

## **ARTICLE 5. DAMAGE OR DESTRUCTION**

### **Section 5.1. *Damage or Destruction.***

5.1.1. In the event of damage or destruction of any Parcel or any part thereof by any cause whatsoever, except the negligence or intentional act of the other Owner or such Owner's permittee, as provided for below, the Owner of the Improvement(s) so damaged or destroyed shall proceed with due diligence to cause the repair, reconstruction, and restoration of such Improvements to substantially the condition that existed prior to such damage, applying the proceeds of insurance, if any, for such purpose.

5.1.2. If due to the intentional act or negligence of an Owner or Owner's permittee, agent, contractor, employee, tenant, family member, licensee, guest or invitee ("Responsible Owner"), loss or damage shall be caused to any Improvement on another Owner's Parcel, the Responsible Owner shall be liable and responsible to pay for the loss or damage, unless the damage or loss is fully covered by insurance and the carrier of the insurance has waived its right of subrogation against the damaged Owner. The Responsible Owner shall proceed with due diligence to cause the prompt repair, reconstruction, and restoration of any such property damage or destruction and shall compensate the person or other Owner for any damages sustained as a result of the intentional or negligent act. If such Owner(s) neglects or refuses to rebuild, repair or pay all of such costs in a reasonably timely manner in the case of an intentional act or negligence, the other Owner(s) may have such Improvement repaired or restored and shall be entitled to bring suit to recover the amount of the responsible Owner's share of the repair or replacement costs and the responsible Owner(s) shall pay all reasonable costs of collection, including but not limited to reasonable attorneys' fees. This section is not intended to limit or modify any insurance provider's rights of subrogation.

## **ARTICLE 6. MECHANIC'S LIENS**

### **Section 6.1. *Mechanics' Liens.***

Except as expressly set forth in this Declaration, no services or material provided with respect to or furnished to a Parcel shall be the basis for filing a lien against any other Parcel and no other Parcel or Owner shall, under any circumstances, be held liable for the payment of any costs or expenses associated therewith, or for the value of any work so provided or any material furnished with respect thereto. Except as expressly set forth in this Declaration, all of the cost and expense shall be the sole responsibility and liability of the Owner(s) causing such labor, services and/or materials to be performed and/or furnished. Except in the event an Owner is entitled to reimbursement or a lien as expressly provided in this Declaration, each Owner shall indemnify and hold harmless each and every other Owner from and against all costs arising from the claim of any lien against such other Parcels for construction performed or for labor, materials, services or products furnished with respect to or incorporated into such Owner's Lot.

Notice is hereby given that the right and power to charge any Parcel with a lien or encumbrance of any kind against any Parcel for the construction performed, or for labor, materials, services or products furnished with respect to or incorporated in another Parcel is hereby denied except as expressly provided for in this Declaration.

## **ARTICLE 7. EASEMENTS**

### **Section 7.1. *Easement for Support.***

Each Owner shall have an easement for horizontal and lateral support of the Owner's residence. Each Owner shall have the right to use the structural support of the Party Wall for the insertion of beams and structural materials for the benefit and support of any building now on the

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Parcels, provided that such use shall not injure any adjoining property of the other Owner, and shall not impair the Party Wall benefits to which the other owner is entitled.

**Section 7.2.            *Utility / Maintenance Easement.***

There is hereby created a blanket easement, benefiting and burdening the Parcels upon, across, over and under each Parcel (but excluding the interior portions of any dwelling units) for installing, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electricity, cable television and internet facilities ("Blanket Utility Easement"), excluding satellite dishes. By virtue of this easement, it shall be expressly permissible for a utility company to maintain the necessary equipment on said Parcel 1 and 2 and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs, exterior walls and outdoor portions of the Property on the buildings on the Parcels. Should it be necessary for either Owner to gain access to the residence of the other Owner in order to conduct repair, maintenance or replacement of the Party Wall, water lines, water meters, sewer lines, gas lines, gas meters, telephone lines, electrical lines, electrical meters, cable television, internet or any other utility, such Owner may, after giving reasonable advance written notice of such necessity, enter the residence of the other Owner to make the necessary repairs or maintenance. The Owner who exercises such easement rights shall be responsible to repair any damage caused to the Parcel through which the easement runs by such exercise.

**ARTICLE 8.        DISPUTE RESOLUTION**

**Section 8.1.            *Intent and Applicability of Article and Statutes of Limitation.***

8.1.1.        Each Person agrees to encourage the amicable resolution of disputes under any of the matters set forth in this Declaration, without the emotional and financial costs of litigation. Accordingly, each Person covenants and agrees to submit all Claims (as defined below) to final, binding arbitration, and not to a court of law. The arbitration shall be conducted by the Judicial Arbitrator Group in Denver, Colorado or by such other arbitrator (or location) as may be agreed upon by the parties. The rules and procedures of the designated arbitration organization that are in effect at the time the request for arbitration is submitted will be followed. The arbitration shall be governed by and shall be specifically enforceable under the applicable arbitration law of the State of Colorado. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

8.1.2.        By acceptance of a deed for a Parcel, each Owner agrees to abide by the terms of this Article.

8.1.3.        No Claim (as defined below) may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitation or statute of repose.

**Section 8.2.      *Definition of ~~a~~Claim Under this Article.***

For purposes of this Article, "**Claim**" means, except as excluded or exempted by the terms of this Article, any claim, grievance or dispute between any Owners, or any Owner(s) and Declarant, related to the terms, rights, obligations or duties imposed or created by this Declaration and any claim, grievance or dispute arising out of or related to the design, construction, repair or installation of any Improvements, except a claim under an express limited warranty issued in connection with the sale of a Parcel, if any.

**Section 8.3.      *Exclusions from "Claim."***

Unless specifically exempted by this Article, all Claims shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all parties thereto otherwise agree in writing and except for claims related to the design, construction, repair or installation of any Improvements, "**Claim**" does not include any action that asserts a Claim which would constitute a cause of action independent of the Declaration.

**Section 8.4.      *Amendment.***

Notwithstanding anything to the contrary set forth herein, no portion of this Article 8 may be amended, modified, deleted, or restated without the prior written approval of Declarant.

**Section 8.5.      *No Presumption of Unobserved Construction Defects.***

The Declarant and the Owners agree that if any Owner alleges that any Parcel or Parcels or any portions thereof or Improvements thereon are subject to or alleged to be subject to a construction defect, then in any arbitration, mediation or other proceeding regarding such matters, there shall be no presumption that an alleged construction defect is prevalent or consistently present in other Parcels or other portions of the Property where such alleged construction defect has not been observed.

**ARTICLE 9.      GENERAL PROVISIONS**

**Section 9.1.      *Enforcement.***

This Section 9.1 is subject to Article 8 of this Declaration (Dispute Resolution).

9.1.1.      Each Owner shall comply with all provisions of this Declaration. Failure to comply with such provisions shall be grounds for an action by affected Owners to recover sums due, damages and/or injunctive relief and costs and expenses of such proceedings, including all reasonable attorneys' fees and court costs.

9.1.2.      All sums and accounts due and payable by one Owner to another Owner hereunder, which are not paid within the time provided for herein or in accordance with law, shall

constitute a lien on such Owner's Parcel in favor of the other Owner. To evidence such lien, the Owner entitled to the lien shall prepare a written notice of the lien ("Notice of Lien"), setting forth the amount of such unpaid indebtedness, the nature of the indebtedness, the date the indebtedness first became due, the name of the Owner and the legal description of the Parcel to be made subject to the lien. Such Notice of Lien may be recorded in the Records ten (10) days after demand by the Owner entitled to the lien to the other Owner for such payment. Such lien shall be deemed, however, to have attached from the date on which payment of the indebtedness first became due. Such lien may be enforced by foreclosure of the lien in a like manner as a mortgage on real property subsequent to the recording of a notice of claim of such lien. SUCH LIEN SHALL BE SUBORDINATE TO THE LIENS OF A FIRST MORTGAGE BUT SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION IN ACCORDANCE WITH THE PROVISIONS OF C.R.S. 38-41-201, *et seq.* In any such proceedings, the nonpaying Owner shall be required to pay the costs, expenses and reasonable attorneys' fees and court costs incurred in connection with the Notice of Lien and for otherwise enforcing the claim, and in the event of foreclosure proceedings the additional costs, all expenses and reasonable attorneys' fees and court costs incurred thereby. In the event that the nonpaying Owner satisfies the indebtedness prior to the foreclosure of the lien, the lienholder shall record an appropriate instrument releasing and discharging the lien.

#### **Section 9.2.      *Default Inquiry***

Each Owner shall provide, within fifteen (15) days of a written request by another Owner, a statement indicating the amount of any unpaid charges or amounts due from the requesting Owner under the terms of this Declaration, any existing defaults under this Declaration by the requesting Owner, and any other information deemed proper by the responding Owner. In the event that the Owner requested to provide the statement fails to do so within said fifteen (15) day period, such failure shall be deemed conclusive evidence that no amounts due under this Declaration are unpaid by the requesting Owner and no defaults by the requesting Owner exist under this Declaration..

#### **Section 9.3.      *Severability.***

All provisions of this Declaration are severable. Invalidation of any of the provisions in the Declaration by judgment, court order or otherwise shall in no way affect or limit any other provisions, which shall remain in full force and effect.

#### **Section 9.4.      *Duration, Revocation, and Amendment.***

9.4.1. All of the provisions contained in this Declaration shall continue and remain in full force and effect for a period of ninety-nine (99) years from the date of recordation of this Declaration in the Records or until terminated as provided for herein or pursuant to law. This Declaration may be amended or terminated upon the written consent of all Owners and beneficiaries of first priority Security Interest Holders. If this Declaration requires the approval of a Security Interest Holder, then the Owner whose Parcel is encumbered by such Security Interest shall send a dated, written notice and a copy of any proposed amendment/resolution by certified (00729112.DOCX; 1)

mail with return receipt requested to such Security Interest Holder. Such Owner shall also cause the dated notice, together with information on how to obtain a copy of the proposed amendment/resolution, to be printed in full at least twice, on separate occasions at least one (1) week apart, in a newspaper of general circulation in Arapahoe County, Colorado. Implied approval by a mortgagee shall be assumed when the mortgagee fails to submit a response to any written proposal for an amendment/resolution within sixty (60) days after the date of the notice provided above.

9.4.2. Notwithstanding anything to the contrary contained in this Declaration, this Declaration may be amended, in whole or in part, by the Declarant, in order to comply with the requirements, standards, or guidelines of any of the agencies or of recognized secondary mortgage markets. Such right of amendment shall terminate automatically when Declarant no longer owns any Parcel.

9.4.3. Notwithstanding anything to the contrary contained in this Declaration, this Declaration, may be amended in whole or in part, by the Declarant in order to correct clerical, typographical, or technical errors.

9.4.4. Amendments to this Declaration which may be made by the Declarant pursuant to this Declaration may be signed by the Declarant, and shall require no other signatory, nor the consent or approval of any other Owner, any Security Interest Holder, or any other Person.

#### **Section 9.5.      *Mailing Address.***

Unless each Owner is notified (in accordance with this section) of a different address for notices, any statement, demand or other notice may be delivered or sent, to any Owner at the address of such Owner's Parcel. If more than one Person owns a Parcel, any notice or other written communication may be addressed to all of the Parcel's Owners and may be mailed in one envelope in accordance with this section. Any notice or other written communication given hereunder shall be effective three (3) days after deposit in the U.S. Mail.

#### **Section 9.6.      *No Representations, Guaranties or Warranties.***

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or by its officers, directors, members, partners, agents or employees, in connection with any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing. The release and waiver set forth in Section 9.7 (Waiver) shall apply to this Section.

**Section 9.7.      *Waiver.***

Each Owner hereby releases, waives, and discharges the Declarant and its officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration.

**Section 9.8.      *Headings.***

The Article, Section and subsection headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe or limit the scope or intent of this Declaration, or any of its provisions.

**Section 9.9.      *Gender.***

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

**Section 9.10.     *Action.***

Any action that has been, or may be, taken by the Declarant or any Owner may be taken "at any time, from time to time". Each provision that authorizes, directs or permits action, shall be deemed to include such language.

**Section 9.11.     *Governing Law.***

The interpretation, enforcement or any other matters related to any of the Governing Documents shall be determined in accordance with the laws of the State of Colorado without regard to conflicts of law principles that would result in the application of any law other than Colorado law.

**Section 9.12.     *Master Declaration.***

In addition to the provisions of this Declaration, the Parcels are subject to the terms, provisions, restrictions and obligations set forth in the Master Declaration.

**Section 9.13.     *Time.***

Time is of the essence in the performance of the restrictions, conditions, covenants and reservations of this Declaration.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 1 day of May, 2020.

**DECLARANT:**

Iron Works Village, LLC,  
a Colorado limited liability company

By: BLVD Investments, LLC  
a Colorado limited liability company  
Its Managing Member

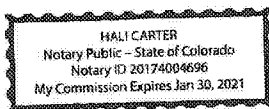
By: [Signature]  
Aaron X Foy,  
Managing Member, BLVD Investments, LLC  
HC

STATE OF COLORADO )  
 )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 1 day of May, 2020, by Aaron X Foy as the Managing Member of BLVD Investments, LLC, a Colorado limited liability company and the Managing Member of Iron Works Village LLC, a Colorado limited liability company.

Witness my hand and official seal.

(S E A L)



Notary Public [Signature]

My Commission Expires: Jan 30, 2021

**EXHIBIT A**Parcel 1

Lot 5, Block 1, General Iron Works Subdivision Filing No. 3

Parcel 2

Lot 6, Block 1, General Iron Works Subdivision Filing No. 3

Both as described and depicted on that certain minor subdivision plat of General Iron Works Subdivision Filing No. 3 Recorded in the records of the Arapahoe County Clerk and Recorder on June, 21, 2017 at Reception #D7069212.