



**OPEN SPACE ADVISORY COMMITTEE
THURSDAY, APRIL 3, 2025
AGENDA**

Thursday, April 3, 2025 **5:30 PM** **100 Third St. Castle Rock, CO 80104**
Conference Rooms A&B
Instructions for virtually joining the meeting
can be found at:
<https://www.douglas.co.us/board-county-commissioners/boards-commissions/open-space-advisory-committee/>

The purpose of the Douglas County Open Space Advisory Committee is to advise and make recommendations to the Douglas County Board of County Commissioners (Board) and municipal officials regarding disbursement of funds from the Parks, Trails, Historic Resources, Open Space Sales and Use Tax Fund, and to select open space land to be proposed for acquisition, maintenance, or preservation, to establish priorities, and to make recommendations to the Board on lands involving conservation easements acquired with such funds.

COSAC Administrative Pre-Meeting 5:00 PM – Open Meeting

- **Dinner is provided for COSAC members and staff**
- **Administrative questions pertaining to anything on regular agenda**

CALL TO ORDER – 5:30 PM

- I. Roll Call**
- II. COSAC Disclosures**
- III. Adoption of Agenda**
- IV. Approval of Minutes – March 6, 2025**
- V. Public comment (Provisions for additional public comment will be made as deemed appropriate by Chair)**
- VI. Administrative Announcements**
 - i. Parks & Trails Updates**
 - ii. Historic Preservation Updates**
 - iii. Open Space Update**
 - iv. Other Updates**
- VII. Budget Updates and COSAC Recommendations – Dan Dertz, staff**

NEW BUSINESS

- VIII. Louviers Water & Sanitation District Permanent Public Utility Easement – Scott McEldowney, staff**

EXECUTIVE SESSION

Pursuant to C.R.S. (24-6-402(4)(a)) for discussion pertaining to the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest

ADJOURN REGULAR MEETING

The Next Meeting Will be Held on Thursday, May 1, 2025 @ 5:30 p.m.

**OPEN SPACE ADVISORY COMMITTEE
REGULAR MEETING
THURSDAY, MARCH 6, 2025
MINUTES**

Call to Order

I. RECURRING ITEMS

ROLL CALL

Elizabeth Snow, Committee Member – Present

Jay Sage, Chair – Present

Jennifer Drybread, Committee Member - Present

Brian O'Malley, Committee Member - Present

Patti Hostetler, Vice Chair – Present

Tom Rundell, Committee Member – Present

Jim Guerra, Committee Member – Excused

Kathie Shandro, Committee Member – Absent, arrived at public comment

II. Recognition

Jay Sage, Chair, introduced and recognized Mr. Jim Kellogg who was an original member of COSAC and thanked him for his service.

III. Disclosure of Items on the Agenda

None

IV. Motion to Approve Agenda

RESULT: Approved

MOVER: Drybread

SECONDER: Hostetler

AYES: Drybread, Hostetler, Snow, Sage, O'Malley, Rundell

V. Motion to Approve Minutes from February 6, 2025

RESULT: Approved

MOVER: O'Malley

SECONDER: Drybread

AYES: Drybread, Hostetler, Snow, Sage, O'Malley, Rundell

VI. Public Comment

The following members of the public spoke regarding the camping initiative at Sandstone Ranch.

Kim Greer – provided comment

Jerry Wood – provided comment

Aaron Mathison – provided comment

Chuck Ruddy – provided comment

Jim – provided comment

Chairperson Sage closed public comment.

VII. Administrative Announcements

Luke Thornton, Parks, and Trails Coordinator, provided administrative updates for Parks, Trails, and Buildings

Dan Dertz, Director Open Space & Natural Resources, provided administrative announcements
Jay Sage, Chair, provided administrative announcements

NEW BUSINESS

VIII. Dan Dertz, Director Open Space & Natural Resources, along with Luke Thornton, presented Douglas County Interactive Map of Parks, Historic Resources and Open Space.

Dan Dertz, Director Open Space & Natural Resources, provided a presentation of the new budget tool.

COSAC Members reviewed the 2025 Budget Decision-Making Guidance Principles.

Dan Dertz update that the Board of County Commissioners agreed to transfer land to HRCA via a quick claim deed. The transfer will happen at an upcoming meeting to HRCA with an understanding that the land will be developed in the next 3 years. Staff will be working with the association to give ideas for the passive 5K trail.

IX. Motion to Move into Executive Session

RESULT: Approved

MOVER: Hostetler

SECONDER: Shandro

AYES: Drybread, Hostetler, Snow, Sage, O'Malley, Rundell, Shandro

ADJOURN REGULAR MEETING

Motion to adjourn the regular COSAC meeting

RESULT: Approved

MOVER: Hostetler

SECONDER: O'Malley

AYES: Drybread, Hostetler, Snow, Sage, O'Malley, Rundell, Shandro

DuPont North Open Space Easement Agreement Staff Report

DATE: APRIL 3, 2025
TO: COUNTY OPEN SPACE ADVISORY COMMISSION (COSAC)
FROM: DAN DERTZ, DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES
CC: SCOTT MCELLOWNEY, ASST. DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES
SUBJECT: DUPONT NORTH UTILITY EASEMENT AGREEMENT BETWEEN DOUGLAS COUNTY AND LOUVIERS WATER & SANITATION DISTRICT

COUNTY OPEN SPACE ADVISORY COMMITTEE:	APRIL 3, 2025
BOARD OF COUNTY COMMISSIONERS HEARING:	MAY 13, 2025

I. EXECUTIVE SUMMARY

Staff is requesting the approval of a permanent public utility easement agreement on DuPont North Open Space. The agreement is between Douglas County and Louviers Water & Sanitation District. The purpose of the easement agreement is to allow Louviers Water & Sanitation District the ability to provide necessary underground water and sanitation services to the residents of Louviers. The approval of the new easement agreement is necessary as existing current utility easements in this area are overcrowded with existing infrastructure. The Conservation Easement allows for these underground services, with the approval of Douglas Land Conservancy (DLC).

II. PROJECT OVERVIEW

A. Request

Staff is requesting approval of a utility easement agreement on DuPont North Open Space. The agreement is between Douglas County and Louviers Water and Sanitation District.

B. Location

DuPont North Open Space is located to the north of the Louviers community. The property is approximately 264 acres.



III. BACKGROUND

The public services in Louviers are in need of replacement, as they are very old and rapidly deteriorating.

DLC is currently reviewing this easement agreement to ensure conformity with the CE.

IV. PUBLIC NOTICE

The 10-day published notice requirement as described in the 1994 Open Space Sales Tax Resolution was achieved on April ____, 2025.

V. RECOMMENDED ACTION

It is staff’s recommendation that the easement agreement between Douglas County and Louviers Water & Sanitation may be approved as it meets the following objectives described in the 2030 Parks, Trails, and Open Space Master Plan:

Objective OS 2H

Design facilities to balance future community needs with protection of conservation values.

Objective OS 4C

Work with government and partner agencies to achieve mutual open space goals through cooperative acquisition, planning, development and management of open space.

ATTACHMENTS	PAGE
Proposed Easement Agreement.....	1
Exhibits.....	5
Published Notice.....	TBD

PERMANENT UTILITY EASEMENT DEED

This Grant of Easement (the “Easement”) is made this ____ day of _____, 2025, between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (the “**Grantor**”), and the **LOUVIERS WATER AND SANITATION DISTRICT**, whose address is P.O. Box 359, Littleton CO, 80160 (the “**Grantee**”). The Grantor, the Grantee, and their respective successors and assigns, are referred to collectively herein as the “Parties” and singularly as a “Party.”

Witnesseth

That the Grantor, for and in consideration of the sum of TEN DOLLARS AND ZERO CENTS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant and convey to the Grantee, its successors and assigns, a perpetual nonexclusive easement in, on, over, under, through and across the Grantor’s real property, more particularly described in **Exhibits A and B**, attached hereto and incorporated herein (the “**Easement Area**”), for the construction and continued operation, maintenance, inspection, repair, alteration and replacement of an underground water transmission and/or distribution line or system, together with all underground appurtenances, manholes, boxes, switches, valves, testing terminals and other attachments and incidental equipment and appurtenances located underground unless otherwise provided herein (collectively the “**Public Improvements**”).

This Easement shall be subject to the following terms and conditions:

1. Use by the Grantee. The Grantee shall have the full right and authority to install and maintain the Public Improvements underground within the Easement Area and install any permanent structures below the ground surface within the Easement Area, as may be necessary to accommodate, use and operate the Public Improvements, at the Grantee’s sole cost and discretion.
2. Use by the Grantor and Restrictions. The Grantor retains the right to use and enjoy the Easement Area, insofar as such use and occupancy is consistent with and does not impair any grant herein contained. The Grantor shall be prohibited from constructing any structures or improvements within the Easement Area that would unreasonably interfere with the Public Improvements, unless specific written permission is obtained from the Grantee. The Grantor shall be prohibited from working on, digging up or altering, in any manner, the Public Improvements unless specific written permission is obtained from the Grantee. The Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any Public Improvements within the Easement Area, unless specific written permission is obtained from the Grantee.
3. No Additional Uses. The use of this Easement shall be for the sole and exclusive purpose of conducting the work described above, and this grant shall not be construed as a dedication of the Easement Area, or any portion thereof, for use by the general public.

4. Access. If requested by the Grantee, the Parties shall meet in order to determine permissible access to the Easement Area, which may include opening and closing gates and/or installing gates and stiles in fencing, and any such permissible access areas agreed to shall be deemed to be a part of this Easement.

5. Compliance with Deed of Conservation Easement. The Grantee shall construct, repair, and maintain the Public Improvements in accordance with the terms and conditions contained in the Deed of Conservation Easement in Gross (North Parcel Dupont Property-Douglas County) dated June 23rd, 2009, and recorded at reception number 2009049942 in the records of the Douglas County Clerk and Recorder.

6. Removal of Vegetation. The Grantee shall have the right to remove trees and vegetation within the Easement Area that may interfere with the reasonable use of the Easement, provided that the removal of any vegetation shall require restoration of the disturbed area in the manner set forth in Section 7 below.

7. Repair and Restoration. The Grantee's authorized agents or contractors may use trucks and other equipment during its work, which is normal and customary. The Grantee's work of installing and maintaining Public Improvements shall be done with care, and the Grantee shall exercise reasonable care to prevent injury to livestock and disturbance of the land during such work. The surface of the Grantor's property, including without limitation the surface along the easement, shall be restored substantially to its original level and condition according to the applicable Douglas County Grading, Erosion, Sediment, Control (GESC) regulations. The Grantee shall promptly repair or replace any infrastructure on the Grantor's property that is disturbed as a result of the Grantee's activities within the surface of the Easement Area, and any areas disturbed by the Grantee, except as necessarily modified to accommodate the Public Improvements, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track mounted equipment. The Grantee shall promptly revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Division of Open Space and Natural Resources (the "Approved Seed Mix") and shall diligently pursue revegetation until such vegetation is successfully reestablished, including applying and reapplying the Approved Seed Mix and noxious weed control over multiple growing seasons.

8. Removal of Equipment. Upon completion of the activities authorized by this Easement, the Grantee shall promptly remove all materials, debris and equipment utilized to conduct the work.

9. Compliance with Laws. The Grantee shall cause all activities and work on the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements.

10. Release. The Grantee, for itself and those claiming through the Grantee, hereby releases the Grantor and the Douglas Land Conservancy, and their respective beneficiaries, and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines,

interest, costs, and expenses for damage that may arise from operations on, or use of, the Easement Area by the Grantee and its agents or contractors, except for damages that may arise from the Grantor's negligence.

11. Environmental. The Grantee shall comply with all applicable laws and ordinances and all rules, regulations and requirements of any governmental authority controlling environmental standards and conditions of the Easement Area.

12. Warranties and Disclaimers. The Grantor makes no warranties or representations with respect to the Easement Area, including, without limitation, the condition and state of repair of the Easement Area, the suitability of the Easement Area for the Grantee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Area by reason of access easements granted by the Grantor or otherwise.

13. Relocation. The Grantor reserves the right and sole discretion to require the Grantee to relocate the Public Improvements within the Easement Area as Grantor determines necessary. In the event that the Grantor shall desire to relocate the Public Improvements within the Easement Area, the Grantor shall provide written notice to the Grantee no later than 180 days before the relocation, and: (i) the Parties agree to cooperate to identify an appropriate new location for the Public Improvements within the Easement Area; (ii) the Grantee shall remove the Public Improvements from the existing location within the Easement Area; (iii) the Grantee shall relocate the Public Improvements to the new location within the Easement Area; and (iv) the Grantor shall bear all costs associated with the relocation.

14. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of the Easement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Easement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

c. Entire Agreement. This Easement sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

d. No Third-Party Beneficiaries. This Easement is entered into by and between the Parties, and is solely for the benefit of the Parties and Douglas Land Conservancy, which is an express third-party beneficiary to this Easement, and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond the Parties and Douglas Land Conservancy.

e. Amendment. Any amendment shall be in writing and signed by both Parties.

f. No Waiver of Governmental Immunity. The Grantor, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive any provision of this Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

g. Appropriations. Any financial obligations of the Grantor shall extend only to monies duly and lawfully appropriated and budgeted by the Grantor and encumbered for the purposes of this Easement, pursuant to § 29-1-110, C.R.S., as amended.

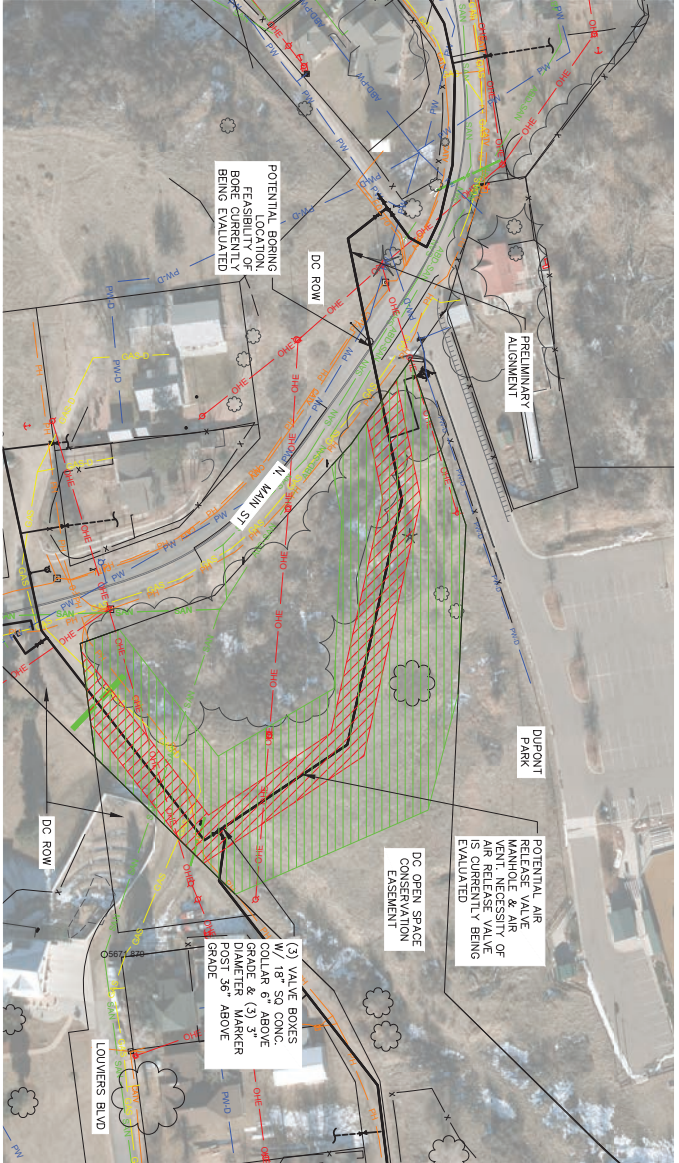
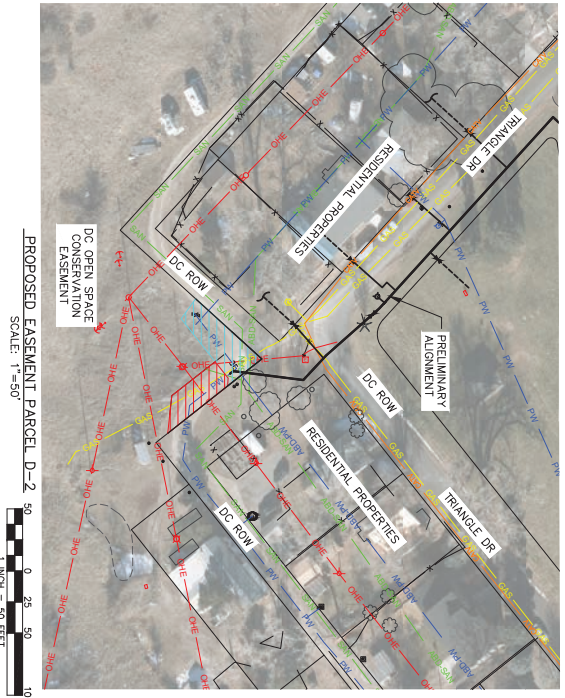
h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

i. Successors and Assigns. This Easement shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the Parties.

j. Recitals. All recitals are hereby incorporated into the Easement.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have executed this Easement on the date set forth above.



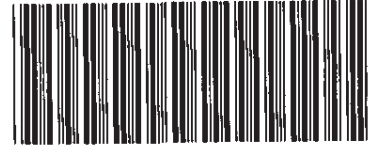
LEGEND	
PROPOSED WATER ALIGNMENT	—
EXISTING WATER SEWER LINE	— SAN
EXISTING ABANDONED SANITARY SEWER LINE	— ABJ SAN
EXISTING POTABLE WATER LINE	— PW
EXISTING ABANDONED POTABLE WATER LINE	— ABJ PW
EXISTING STORM SEWER LINE	— ST
EXISTING GAS LINE	— GAS
EXISTING OVERHEAD ELECTRIC LINE	— OHE
EXISTING FIBER OPTIC LINE	— FO
EXISTING CABLE TV LINE	— CTV
EXISTING PHONE LINE	— PH
PROPERTY BOUNDARIES	—
EX. LAND EASEMENT WITHIN CONSERVATION EASEMENT	—
PROPOSED TEMPORARY CONSTRUCTION EASEMENT	—
PROPOSED PERMANENT EASEMENT	—

**PRELIMINARY
NOT FOR CONSTRUCTION**

LOUVERS WATER AND SANITATION DISTRICT	
TST	
TST INFRASTRUCTURE, LLC Consulting Engineers	
DISTRIBUTION SYSTEM REPLACEMENT	DC OPEN SPACE EASEMENT EXHIBIT
JOB NO. 002.050.00	DATE: FEBRUARY 25, 2025

NOTES:
 1. ALL SURFACES SHALL BE RESTORED TO EXISTING CONDITION.
 2. PRELIMINARY ALIGNMENT AND EASEMENT AREAS ARE IN DEVELOPMENT.

DEED OF CONSERVATION EASEMENT IN GROSS
(North Parcel DuPont Property - Douglas County)



2009049942 58 PGS

THIS DEED OF CONSERVATION EASEMENT IN GROSS (this "Deed") is granted this 23rd day of June, 2009, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("Grantor"), the address of which is 100 Third Street, Castle Rock, Colorado 80104 to and for the benefit of **DOUGLAS LAND CONSERVANCY**, a Colorado nonprofit corporation ("Grantee"), the address of which is P.O. Box 462, Castle Rock, Colorado 80104.

The following exhibits are attached hereto and made a part of this Deed:

- Exhibit A** Description of Property
- Exhibit B** Map of Property
- Exhibit C** Louviers Mutual Service Company License Agreement No. 1
- Exhibit D** CIG MC, LLC License Agreement No. 2
- Exhibit E** Overall Map of Bridge Areas
- Exhibit F** Legal Description of Bridge Maintenance/Cut-off Wall Area
- Exhibit G** Legal Description of North Temporary Construction Area
- Exhibit H** Legal Description of South Temporary Construction Area

UNOFFICIAL COPY
OFFICIAL RECORDS
DOUGLAS COUNTY CO
JACK ARROWSMITH
CLERK & RECORDER
RECORDING FEE: \$0.00
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2009049942
06/24/2009 03:44 PM

RECITALS:

A. Grantor is the sole owner in fee simple of 506 acres, more or less, of real property located in Douglas County, Colorado, referred to as the "North Parcel" of the DuPont property, or the "Property", which is described on the attached Exhibit A and depicted on the attached Exhibit B. Grantor acquired the Property from The Conservation Fund, a Maryland-nonprofit corporation (the "Fund") by donation.

B. The Property possesses natural, scenic, open space, wildlife and wildlife habitat, passive recreation, aesthetic, ecological, natural area and environmental values described herein and in the Baseline Documentation Report (defined below) (collectively the "Conservation Values") of great importance to Grantor, Grantee, the people of Douglas County, Colorado and the people of the State of Colorado. Grantor and Grantee acknowledge that development of the Property would significantly impair the Conservation Values. The Property has significant ecological and open space values as defined in C.R.S. §38-30.5-101, *et seq.*, and provides natural habitat for native plants and animals. The Property also has values as indicated by the following conservation policies:

(1) C.R.S. §38-30.5-101, *et seq.*, providing for the establishment of conservation easements to maintain land "in a natural, scenic or open condition, or for wildlife habitat, or for agricultural...recreational...or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity."

(2) C.R.S. §33-1-101, *et seq.*, which provide in part that, “It is the declared policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit and enjoyment of the people of this state and its visitors.”

(3) The Douglas County Parks, Trails and Open Space Master Plan, as amended, which identifies the Property as a high priority open space opportunity for the protection and preservation of the view shed from U.S. Highway 85, wildlife habitat, passive recreation, rangeland and agricultural land.

(4) Douglas County Resolution No. R-994-062, as amended, which encourages the preservation of natural areas, scenic vistas, wildlife habitat, agricultural land and other open space areas which require protection.

C. In particular, the Property possesses the following Conservation Values:

~~(1) Scenic, Open Space and Visual. The Property is adjacent to and visible from U.S Highway 85 and the Louviers subdivision. The development of the Property would mar the predominantly natural view of the Property from those locations. The Property is adjacent or close to other properties which are identified in the U.S. Highway 85 corridor as a priority for preservation in a relatively natural condition, and, together with these properties, provides a large area of open space which protects scenic vistas for the public.~~

(2) Wildlife and Wildlife Habitat. The Property and other properties in the immediate vicinity provide habitat to a variety of wildlife species, including elk and deer, habitat for the federally threatened Preble’s meadow jumping mouse and a wide variety of birds. Plum Creek flows through the Property, providing riparian and woodland habitat. The Property and the nearby properties that are also preserved provide a significant corridor for wildlife migration. The Property provides a vital wildlife movement corridor under U. S. Highway 85.

(3) Ecological; Natural Areas. The Property is a critically important component of the Chatfield Basin Conservation Area. The Property and other nearby properties that are also preserved provide a large area of relatively natural habitat. The Property contains a cottonwood riparian forest, riparian shrub land, mixed foothill prairie and rugged montane shrub land plant communities that are in good condition.

D. The Conservation Values are documented in an inventory of relevant features of the Property, dated September 2002 and will be updated within six (6) months after recordation of this Deed (the “**Baseline Documentation Report**”). Copies of the Baseline Documentation Report have been signed by Grantor and Grantee and are on file at the offices of Grantor and Grantee; copies have also been provided to The Conservation Fund, a Maryland non-profit corporation (the “**Fund**”), which facilitated the donation of this Property to Douglas County. The Baseline Documentation Report consists of a narrative, maps, photographs and other documentation that the parties agree collectively provide an accurate representation of the

character of the Property on the date of this Deed. The Baseline Documentation Report will serve as an objective information baseline for monitoring compliance with the terms of this Deed.

E. Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of the undeveloped condition of the Property existing on the date of recording of this Deed, except for those uses permitted herein.

F. Grantor intends to convey to Grantee the affirmative right to preserve and protect the Conservation Values in perpetuity.

G. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Internal Revenue Code of 1986, 26 C.F.R. (the “Code”) §501(c)(3) and §170(h), whose primary purpose is the preservation and protection of land in its natural, scenic, historical, agricultural, forested and/or open space condition, and was created at least two (2) years prior to the acceptance of the Easement conveyed by this Deed, and is qualified to hold conservation easements pursuant to C.R.S. § 38-30.5-104(2).

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. §38-30.5-101, *et seq.*, Grantor hereby grants and conveys to Grantee a conservation easement in gross in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the “Easement”).

1. **Purpose.** It is the purpose of the Easement conveyed by this Deed to assure that the Property will be retained forever predominantly in its natural, scenic and open space condition with significant wildlife habitat, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values. Grantor intends that the Easement will confine the use of the Property to agricultural, educational and non-intensive outdoor recreational activities, uses expressly permitted herein and other activities that are consistent with the purpose of the Easement. For purposes of this Deed, “non-intensive outdoor recreational activities” are defined as dispersed, non-commercial, non-exclusive and non-motorized public recreational activities that do not generally rely on buildings or spectator facilities and have minimal impact on renewable natural resources. Such uses include, but are not limited to, hiking, nature observation, picnicking, cross-country skiing, snowshoeing, horseback riding, bicycling, hunting, outdoor education, nature study, scientific and archaeological research and enjoyment of open space; golf courses, aircraft landing facilities, ball fields and other intensive recreational uses of the Property are prohibited. No motorized vehicles shall be used on the Property except by Grantor for property management and emergency purposes, and except for use of the parking lot and driveway to the parking lot permitted herein.

2. **Rights of Grantee.** To accomplish the purpose of the Easement, the following rights are conveyed by Grantor to Grantee by this Deed:

(a) The affirmative right to preserve and protect the Conservation Values in perpetuity.

(b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Deed, provided that reasonable notice of such entry shall be given to Grantor. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

(c) To enjoin or prevent any activity on or use of the Property that impairs or interferes with the Conservation Values and to require the restoration of such areas or features of the Property that may be damaged by any such activity or use in accordance with the terms set forth in this Deed.

3. ~~**Permitted/Prohibited Uses, Structures and Activities.**~~ The Property shall be used for preservation of open and scenic views and wildlife habitat, for passive recreational uses, for outdoor, environmental, and other educational purposes, for nature appreciation, for limited grazing, or the other uses permitted herein. Any structure, activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following structures, activities and uses are permitted or prohibited as expressly provided below:

(a) **Subdivision.** Any partition, division, subdivision or *de facto* subdivision of title to the Property, whether by physical or legal means, is prohibited.

(b) **Structures.** No buildings, structures or improvements shall be constructed on the Property, except for existing roads, culverts, bridges, parking areas, fencing, trails and trailhead facilities as described herein.

(c) **Utilities.** Utilities, including those for service of the permitted structures, activities and uses, may be constructed, repaired and maintained on the Property provided that any newly constructed utilities shall be placed underground and shall not significantly impair or interfere with the Conservation Values. Utility construction operations shall be undertaken in a manner that reasonably minimizes the disturbance of the surface, prevents erosion and water pollution and otherwise protects the Conservation Values of the Property. Upon completion of construction, all excess earthen and construction material shall be removed and disturbed lands shall be promptly and diligently re-vegetated with native seed and/or vegetation. Any minor utility facilities (such as standpipes or service access facilities) necessarily located above ground shall be located so as to minimize their impact to the Conservation Values; shall be limited to a maximum height of six (6) feet above ground level; and shall be screened using native vegetation. In accordance with Sections 3(s) and 17, any utility owner shall comply with all provisions of this Deed, including this Section 3(c), at its sole cost and expense. Grantor and Grantee shall jointly review and approve a utility construction and operation plan detailing the mitigation measures to be employed pursuant to the provisions of this section.

(d) **Fences.** Grantor may construct, repair or replace fences on the boundaries of the Property and within the Property. Fencing shall be only unpainted wood, wood that is stained a natural color, split-rail, or wire-strand; no painted fences are allowed. New fencing may be built for purposes of reasonable and customary management of livestock and wildlife and for the separation of ownership and uses. New fencing shall be constructed in such a manner as to permit the migration of wildlife across the Property and shall be consistent with standards approved by the State of Colorado, Department of Natural Resources, Division of Wildlife.

(e) **Trails, Trailhead, Parking, Facilities, Roads.** In accordance with the Management Plan, Grantor may construct, maintain, repair and replace trails, trailheads, parking areas only for the passive recreation uses on the Property (there shall be no parking areas for use of other properties), restroom facilities, picnic facilities, informational signs and kiosks. No portion of the Property shall be paved or otherwise covered with concrete, asphalt or any other paving material, nor shall any road be constructed except for a driveway as required to provide access to the parking lot; however, existing roads, culverts, and bridges may be maintained, repaired and replaced at their current traffic lane configurations. Existing bridge width may be increased to accommodate additional shoulders, bike paths and/or sidewalks. Notwithstanding the foregoing, no trail, parking lot or trailhead shall be constructed on the Property without the prior written approval of Grantee, which Grantee may withhold in its reasonable discretion. Any construction, maintenance, repair or replacement of any road, culvert, bridge, trail, trailhead, parking area or related facility done pursuant this Section 3(e) shall be undertaken in a manner that reasonably minimizes the disturbance of the surface, prevents erosion and water pollution and otherwise protects the Conservation Values of the Property. Upon completion, all excess earthen and construction material shall be removed and disturbed lands shall be promptly and diligently re-vegetated with native seed and/or vegetation. The existing bridge that serves as the northern access for the Louviers Community (to and from US Highway 85) and carries Main Street (DC 16) over Plum Creek is scheduled for replacement in 2009 or 2010. An area map of the proposed bridge replacement is shown in **Exhibit E**. Construction, repair and maintenance of the proposed bridge replacement and cut-off wall (downstream grade control structure) is permitted within the area shown on **Exhibit F**. Additionally, temporary construction is permitted within the area shown on **Exhibit G** and **Exhibit H**. The temporary construction shall be permitted for a term of thirty-six (36) months and such term shall commence on the date construction begins for the bridge replacement project.

(f) **Vegetation; Weed Control.** The introduction of any non-native species of plants, including invasive species, such as Russian Olive and Tamarisk, is prohibited. Grantor shall exercise its best efforts to prevent and eradicate noxious weeds on the Property.

(g) **Conservation Practices; Grazing.** Limited grazing of livestock on the Property is permitted, provided that the grazing capacity of the Property shall not be exceeded and Grantor utilizes good grazing and range management practices which prevent range deterioration and over-grazing and protect the Conservation Values of the Property, and provided that a plan for grazing must be approved in advance by the Grantee in consultation with the

Natural Resource Conservation Service (“NRCS”), or similar agency.

(h) **Timber Harvesting.** Trees may be cut to control insects and disease, to control invasive non-native species, to provide fire protection, to enhance forest health and wildlife habitat, and to prevent personal injury and property damage. Commercial timber harvesting on the Property is prohibited. No tree farms are permitted on the Property. Dead trees may be cut and removed as necessary.

(i) **Mining.** The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance of any kind or description, whether by surface or subsurface means, is prohibited.

(j) **Trash; Storage of Vehicles.** The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited. Grantor shall keep all trails, trailhead areas and parking areas free of trash. Trash shall be removed from the Property promptly. The storage of vehicles on the Property is prohibited.

(k) **Water Rights and Water Facilities.** No water rights are encumbered by this Easement. Grantor may install, develop, operate, maintain, repair, replace and construct any and all facilities including utilities, necessary or desirable to extract, store, transfer, utilize and deliver the water underlying the Property; provided, however, that Grantor’s rights set forth in this paragraph shall be undertaken in a manner which will minimize the impairment of or interference with the Conservation Values. The reserved rights in this Section 3(k) shall be subject to the following limitations: (a) electrical transmission and distribution lines, and water pipelines shall be placed underground; (b) wellheads, pumping equipment, water storage tanks (which excludes water storage facilities, such as reservoirs), transfer facilities, controls and control panels, pipeline breathers, electrical power transformers and associated power panels, may either be placed underground (which may include a raised or bermed area that permits drainage by gravity flow from any underground vault) or screened or concealed from view by the use of existing topography, existing native vegetation, newly planted native vegetation, and use of natural tone coloring; (c) except as reasonably increased due to technological changes, wellheads shall not exceed three (3) feet in height above grade level, and electrical transformers and associated power panels shall not exceed six (6) feet above grade level; (d) drilling equipment may be located above ground without concealment or screening, provided such equipment shall be promptly removed after drilling is completed, which ordinarily would not be more than sixty (60) days after drilling is commenced, and such equipment shall not become permanent; (e) travel for the purpose of water development shall be restricted to existing roads; (f) new facilities, pipelines and utilities shall not be located in riparian and wetland areas, except such pipelines and utilities may cross wetlands or riparian areas at approximately ninety degree angles; (g) areas of surface disturbance, such as those associated with drilling, shall be mitigated by promptly restoring soils to the original contours and replanting and re-establishing native vegetation; and (h) any facilities or equipment located above grade shall promptly be removed or cut off to grade once such facilities or equipment are permanently taken out of service and no longer needed. Grantor shall restore and repair any damaged area to a condition as close to its

original condition as may be reasonably practicable, shall replace any soil removed so as to prevent erosion, shall remove any excess earth or rocks and drilling mud resulting from said construction, operation, maintenance, repair, replacement, or removal, at Grantor's sole cost and expense. Grantor shall take reasonable measures to minimize disturbance to the surface of the Property.

(l) **Water and Sewer Pipelines.** Grantor reserves the right to construct, or allow construction of, and maintain, repair and replace underground water and sewer pipelines for regional water and sewer service. The preferred location of water and sewer pipelines shall be adjacent to the boundaries of the Property, within existing easements or rights-of-way and within 200 feet of the east and northeast property boundary of "Parcel C" of the Property, as described on **Exhibit A** and depicted on **Exhibit B**. Grantor and Grantee may jointly approve underground pipelines in another or additional location for purposes of providing service to the Louviers area or to a larger regional area including the Louviers area, provided such ~~underground pipelines are located within easements conveyed in association with License Agreement No. 1, or are located within 100 feet of existing roadways or railroads, and run parallel to such roadways or railroads. If the existing easements conveyed in association with~~ License Agreement No. 1 are insufficient to provide a connection to regional water and sewer service, or if the restriction of 100 feet from existing roadways or railroads is physically inadequate, Grantor may request an alternative location for pipelines, subject to the prior written approval of Grantee. Grantee shall only withhold its approval if Grantee reasonably determines that the proposed location of the pipelines would significantly impair or interfere with specific Conservation Values of the Property. If Grantee does not approve the proposed location of pipelines, Grantee shall provide a written explanation of the proposed location's detrimental effect on the Conservation Values. Grantee expressly acknowledges that pipelines are permitted on the Property in accordance with the provisions of this Section 3(l), and in no event shall Grantee withhold its approval in an attempt to prevent the permitted use of pipelines on the Property. Water or sewer pipelines shall be constructed, maintained and operated pursuant of the provisions of Section 3(c) above.

(m) **Commercial or Industrial Activity.** Except as provided herein, no commercial or industrial uses shall be allowed on the Property. Examples of such prohibited uses are: commercial feedlots, meat or poultry processing facilities, commercial greenhouses, commercial nurseries, tree farms, sawmills or logging operations or facilities, wholesale or retail outlets for agricultural products, concentrated animal feeding operations and other similar intensive agricultural uses, and commercial recreational uses. "Commercial use" shall not be construed to mean any activity for which a fee is charged if the activity is permitted by the terms of this Deed.

(n) **Access to and Parking for Other Properties.** Grantor shall not permit access or grant easements across the Property to or for the benefit of any other property, except in connection with permitted uses, including those described in Sections 3(t) and (u) herein, and provided that prior to execution and recordation of the proposed easement, Grantor shall provide a copy of the proposed easement to Grantee so that Grantee may ensure its compliance with this

Deed. Grantor shall not permit parking on the Property for the benefit of any other property.

(o) **Development Rights**. Grantor hereby grants to Grantee all development rights, except for the particular development rights specifically reserved herein, for the limited purpose of ensuring that such rights are forever terminated and extinguished. Development rights may not be used on or transferred from the Property to any other property or used as a credit to increase density of development anywhere by any party.

(p) **Public Access/Recreation**. Nothing contained herein should be construed as affording the general public physical access to any portion of the Property.

(q) **Wildlife Habitat**. Upon written notice to Grantee as required in Section 5, and with the prior written approval of the Grantee, Grantor may make changes to the Property to improve or enhance wildlife habitat and movement corridors on the Property.

(r) **Hunting**. Limited hunting is permitted on the Property at the discretion of Grantor in consultation with the State of Colorado, Division of Wildlife. Hunting on the Property shall not significantly interfere with the public recreation use of the Property.

(s) **Leases**. Grantor shall obtain the prior written approval of Grantee before entering into any lease of the Property. Grantor agrees not to enter into any lease or other agreement for all or a portion of the Property, unless such lease or other agreement includes reference to this Easement, and unless such lessee or other party agrees in writing to comply with the terms of this Easement. Nonetheless, the Grantor shall remain liable for compliance with all of the terms and conditions of this Easement.

(t) **Louviers Wastewater Treatment Plant**. The parties acknowledge that Grantor granted a license to Louviers Mutual Service Company (“LMSC”) on April 20, 2005 (“**Licensed Premises No. 1**”), permitting LMSC to use a portion of the Property as a slow rate land application site for domestic treated wastewater effluent from its wastewater treatment plant (“**License Agreement No. 1**”), attached as **Exhibit C**. The parties expressly agree that as long as License Agreement No. 1 remains in effect and LMSC is not in violation of its terms and conditions, the activities permitted by License Agreement No. 1 shall be permitted by this Deed. With respect to License Agreement No. 1, Grantor shall be responsible for: (i) monitoring LMSC’s activities on or uses of Licensed Premises No. 1; (ii) ensuring that LMSC abides by its terms and conditions; and (iii) enforcing its terms and conditions. Further, Grantor shall notify Grantee if it becomes aware of any impairment of or interference with the Conservation Values resulting from LMSC’s actions or omissions on the Property, and Grantor shall promptly take actions necessary to enforce the terms of License Agreement No. 1. Grantor reserves the right to assign License Agreement No. 1 to another entity that has the responsibility of providing water and sewer service to the Louviers subdivision, provided such assignment makes reference to this Deed.

(u) **CIG MC, LLC Wildlife Enhancement Berms**. The parties acknowledge that

Grantor granted a license to CIG MC, LLC (“CIG”) on November 14, 2006 (“**Licensed Premises No. 2**”) permitting CIG to construct and maintain wildlife enhancement berms (“**License Agreement No. 2**”), attached as **Exhibit D**. The parties expressly agree that as long as License Agreement No. 2 remains in effect and CIG is not in violation of its terms and conditions, the activities permitted by License Agreement No. 2 shall be permitted by this Deed. With respect to License Agreement No. 2, Grantor shall be responsible for: (i) monitoring CIG’s activities on or uses of Licensed Premises No. 2; (ii) ensuring that CIG abides by its terms and conditions; and (iii) enforcing its terms and conditions. Further, Grantor shall notify Grantee if it becomes aware of any impairment of or interference with the Conservation Values resulting from CIG’s actions or omissions on the Property, and Grantor shall promptly take actions necessary to enforce the terms of License Agreement No. 2. Grantor shall not assign License Agreement No. 2 without the prior written approval of Grantee.

4. **Management Plan.** Within six (6) months after recordation of this Deed, Grantor shall prepare a Management Plan for the Property and will submit a copy of the Management Plan to Grantee for its reasonable approval; a copy will be provided to the Fund. Grantor shall periodically review and modify the Management Plan, with the reasonable approval of the Grantee, as it deems appropriate, and shall provide copies of the modified plan to the Grantee and the Fund. The Management Plan shall contain terms that are consistent with the terms of this Deed and preservation of the Conservation Values of the Property.

5. **Notice to and Approval by Grantee.**

(a) **Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities or any activity which is potentially inconsistent with the purpose of this Easement is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

(b) **Grantee’s Approval.** Where Grantee’s approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor’s written request therefor. Grantee’s approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. If a written response is not received within the required thirty (30), the request shall be considered approved.

6. **Enforcement.**

(a) If Grantee finds what it believes is a violation of the terms of this Deed, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation (“Notice of Violation”). Upon receipt of the Notice of Violation, Grantor shall immediately discontinue the

activity or use that has caused the alleged violation and shall either: (a) restore the Property to its condition prior to the violation in accordance with a written restoration plan ("Restoration Plan"); or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. The Restoration Plan shall be submitted to Grantee within twenty (20) days after Grantor's receipt of the Notice of Violation, or within a longer time period if so specified by Grantee in the Notice of Violation. The Restoration Plan shall be approved or disapproved by Grantee in writing within thirty (30) days after its submittal. If Grantee fails to respond in writing within thirty (30) days after Grantor's submittal to Grantee of a Restoration Plan, the Restoration Plan shall be deemed approved. Grantor shall begin restoring the Property in accordance with the Restoration Plan within ten (10) days after it is approved or deemed approved by Grantee and diligently pursue such cure to completion in compliance with the terms of the approved Restoration Plan. If the condition described in clause (b) above occurs, both parties agree to meet within thirty (30) days to resolve this difference. If the parties are unable to resolve the dispute as a result of the meeting, Grantee may, at its discretion, take appropriate legal action. If after receipt of the Notice of Violation, Grantor continues the activity or use that caused the alleged violation or if a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently prior to the parties meeting and prior to completion of the Restoration Plan. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation, and may order Grantor to pay any restoration costs necessitated by Grantor's violation of the terms of this Deed.

(b) **Grantee's Discretion.** Enforcement of the terms of this Deed shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Deed in the event of any breach of any term of this Deed by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Deed or of any of Grantee's rights under this Deed. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(c) **Waiver of Certain Defenses.** Grantor hereby waives any defense of estoppel, laches or prescription. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time, and Grantor hereby waives any defense available to Grantor pursuant to C.R.S. Section 38-41-119.

7. **Acts Beyond Grantor's Control.** Nothing contained in this Deed shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement and acts of trespassers, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the

Property, including the maintenance of comprehensive general liability insurance. Grantee shall be named as an additional insured on such insurance policies. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or any other activity or use permitted by this Deed, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9. **Taxes.** Grantor is a tax-exempt entity. However, should Grantor or the Property ever become subject to property taxes, Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement and shall furnish Grantee with satisfactory evidence of payment upon request.

10. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on or about the Property of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps required by applicable federal, state and local laws and regulations to assure its containment and remediation, including any cleanup that may be required by applicable federal, state and local laws and regulations, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

11. **Grantor/Grantee Liability.** To the extent authorized by applicable law, Grantor shall be responsible for all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, from or in any way connected with: (1) injury to or the death of any person or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation or requirement, including without limitation, CERCLA, in any way affecting, involving or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any state, federal or local law, regulation or requirement, as hazardous, toxic, polluting otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless such release is caused by the Grantee.

Grantee shall be responsible for: (1) the negligent actions of its employees and agents in the performance or failure to perform their obligations pursuant to this Deed; and (2) injury to or the death of any person, or physical damage to any property, caused by any intentional or negligent act or omission of Grantee, its employees or agents related to or concerning the Property.

12. **Extinguishment.** If circumstances arise in the future such as render the purpose of the Easement impossible to accomplish, the Easement can be terminated or extinguished,

whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances. The amount of proceeds to which Grantor, Grantee and the Fund are entitled is set forth in Section 14.

13. **Immediate Vesting.** This Easement constitutes a real property interest immediately vested in Grantee.

14. **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to extinguish the Easement, in whole or in part, Grantor and Grantee intend that the condemning authority compensate Grantor by paying the full unencumbered value of the Property subject to the taking or in lieu purchase and all direct and incidental damages, including, but not limited to, damages to the Conservation Values resulting therefrom. Grantee and the Fund shall each receive 33% of the amount received by Grantor, ~~after all expenses reasonably incurred by Grantor, Grantee and the Fund in connection with the taking or in lieu purchase have been paid.~~

15. **Application of Proceeds.** Grantor, Grantee and the Fund shall use any proceeds received under the circumstances described in Sections 12 or 14 in a manner consistent with its conservation purposes, and as prescribed by applicable federal and state laws and regulations.

16. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and (b) authorized to acquire and hold conservation easements under C.R.S. §38-30.5-104(2). As a condition of such transfer, Grantee shall require that the conservation purposes that this Easement is intended to advance continue to be carried out.

17. **Conveyance.** Grantor agrees to incorporate the terms of this Deed by reference into any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this section shall not impair the validity of this Deed or limit its enforceability in any way, nor shall it invalidate any such transfer. Grantor covenants and represents that at the time of granting of the Easement any mortgage or deed of trust is and shall be subordinate to the terms of this Deed.

18. **Notices.** All notices provided for hereunder shall be deemed given and received when (a) personally delivered, or (b) the next business day after deposited with a reputable overnight carrier during business hours on a business day or (c) five (5) days after the same is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party:

TO GRANTEE:

Attention: President
Douglas Land Conservancy
P.O. Box 462
Castle Rock, CO 80104

With a copy to:

Faegre & Benson LLP
Attn: Melinda Beck
1700 Lincoln Street, Suite 3200
Denver, CO 80203-4532
Telephone: 303-607-3628
Facsimile: 303-607-3600

UNOFFICIAL COPY

And a copy to:

The Conservation Fund
1655 N. Fort Myer Drive, Suite 1300
Arlington, VA 22209-3199
Attention: General Counsel

The Conservation Fund
1942 Broadway, Suite 323
Boulder, CO 80302
Attention: Ms. Sydney Macy

TO GRANTOR:

Board of County Commissioners of the County of Douglas
c/o Director of Open Space and Natural Resources
100 Third Street
Castle Rock, CO 80104
Telephone: 303-660-7495
Facsimile: 303-663-2064

With a copy to:

County Attorney
100 Third Street
Castle Rock, CO 80104
Telephone: 303-660-7414
Facsimile: 303-688-6596

The Conservation Fund
1942 Broadway, Suite 323
Boulder, CO 80302
Telephone: 303-444-4369
Facsimile: 303-938-3763

or to such other address as either party from time to time shall designate by written notice to the other.

19. **Recordation.** Grantee shall record this Deed in a timely fashion in the official records of Douglas County, and may re-record it at any time, as it deems appropriate.

20. **Amendment.** If circumstances arise under which an amendment to or modification of this Deed would be appropriate, Grantor and Grantee are free to jointly amend this Deed in consultation with the Fund; provided that no amendment shall permit the partition, division, subdivision or *de facto* subdivision of the Property, nor permit any building sites on the Property, nor permit any commercial or industrial uses which are not permitted by this Deed, nor shall any amendment be allowed that will affect the qualifications of the Easement under any applicable laws. Any amendment must be consistent with the conservation purposes of this Easement and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of Douglas County, Colorado.

21. **Change in Circumstances.** The fact that any use of the Property that is expressly prohibited by this Deed, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by Grantor in granting this Easement. It is the parties' belief that any such changes will increase the benefit to the public of the continuation of this Easement, and it is the intent of both Grantor and Grantee that any changes should not be considered circumstances justifying the extinguishment or termination of this Easement. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement. Moreover, the fact that the Property may be more or less valuable for wildlife habitat and wildlife protection or for open space use in the future shall not be considered grounds for termination or extinguishment of this Easement.

22. **No Third Party Beneficiary.** This Deed is entered into by and between Grantor and Grantee, is solely for the benefit of Grantor, Grantee, and the Fund and their respective successors in interest and assigns and does not create rights or responsibilities in any third parties.

23. **No Merger.** It is the intention of the parties that this Easement shall never be merged into the fee title of the Property. Grantee shall not convey its interest in this Easement to

the owner of the fee title to the Property.

24. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Deed shall be governed by the laws of the United States of America and the State of Colorado and venue shall be in the County of Douglas, State of Colorado.

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policy and purpose of C.R.S. §38-30.5-101, *et seq.* If any provision in this Deed is found to be ambiguous, an interpretation consistent with the purpose of the Easement shall be favored over any other interpretation.

(c) **Severability.** If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) **Annual Appropriation.** To the extent that any financial obligation of this Deed is subject to the multiple fiscal year obligations of Article 10, Section 20(4)(b) of the Colorado Constitution or C.R.S. §29-1-110, such obligation may be subject to annual appropriation by Grantor. The foregoing is not an agreement or an acknowledgement by either Grantor or Grantee that any financial obligation which could arise pursuant to this Deed would be subject to the requirement that funds for such financial obligation must be appropriated by Grantor. Nothing in this Deed shall be deemed to be a waiver of any rights that Grantee may have pursuant to C.R.S. §30-25-104. Nothing in this Section 24(d) shall prevent Grantee from enforcing the Deed in accordance with its terms, despite a failure by Grantor to appropriate funds.

(e) **Entire Agreement; Further Assurances.** This Deed sets forth the entire agreement of the parties with respect to the Easement and other matters addressed herein and supersedes all prior discussions, negotiations, understandings or agreements, all of which are merged herein. The parties agree to execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to make this Deed and the Easement fully and legally effective, binding and enforceable as between them and as against third parties and to effectuate the intent of this Deed and the Easement.

(f) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Deed terminate upon conveyance of the party's interest in the Easement or Property, except that liability for violations, acts or omissions occurring prior to transfer shall survive

conveyance.

(h) **No Waiver of Governmental Immunity**. Grantor, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provision of this Deed, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

(i) **Captions**. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

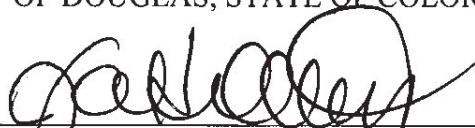
TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

UNOFFICIAL COPY
[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed on the day and year first above written.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS, STATE OF COLORADO

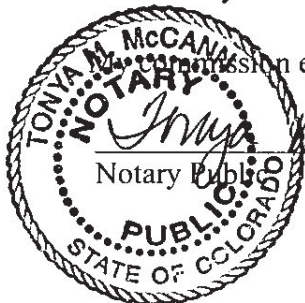
By: 
JACK A. HILBERT, CHAIR


UNOFFICIAL COPY

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing document was acknowledged before me this 23rd day of June, 2009 by Jack A. Hilbert, as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado, Grantor.

Witness my hand and official seal.



My commission expires: Oct 12, 2011


GRANTEE:

DOUGLAS LAND CONSERVANCY
a Colorado nonprofit corporation

By: Patricia A. Hostetler
Patricia A. Hostetler, Executive Director

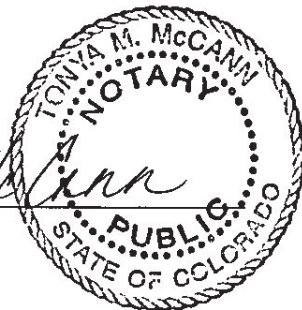
STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of June 2009, by Patricia A. Hostetler as Executive Director of the Douglas Land Conservancy, a Colorado nonprofit corporation.

Witness my hand and official seal.

My Commission Expires: Oct 12, 2011

Jonya M. McCann
Notary Public



LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THE EASTERLY LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER, SHALL BE ASSUMED TO BEAR NORTH 00 DEGREES 52 MINUTES 22 SECONDS WEST;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28;
THENCE ALONG SAID EASTERLY LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER, NORTH 00 DEGREES 52 MINUTES 22 SECONDS WEST, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY LINE OF A 60 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN BOOK 103 AT PAGE 475;

THENCE ALONG SAID NORTHERLY LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION 28, SOUTH 87 DEGREES 42 MINUTES 41 SECONDS WEST, A DISTANCE OF 277.96 FEET, TO A 3" DIAMETER BRASS DISC SET IN CONCRETE STAMPED "PUBLIC SERVICE" BEING THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, PARALLEL WITH SAID SOUTHERLY LINE OF SECTION 28, SOUTH 87 DEGREES 42 MINUTES 41 SECONDS WEST, A DISTANCE OF 472.80 FEET, TO A POINT BEING 35.00 FEET, BY RADIAL MEASUREMENT, FROM THE CENTERLINE OF U. S. HIGHWAY 85, BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, BEING 35.00 FEET, BY RADIAL MEASUREMENT, FROM SAID CENTERLINE, HAVING A RADIUS OF 4262.50 FEET, A CENTRAL ANGLE OF 00 DEGREES 16 MINUTES 15 SECONDS, AN ARC LENGTH OF 20.14 FEET, WHOSE CHORD BEARS NORTH 35 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 20.14 FEET, TO A POINT OF TANGENCY;

THENCE PARALLEL WITH AND 35.00 FEET, BY PERPENDICULAR MEASUREMENT, FROM SAID CENTERLINE, NORTH 35 DEGREES 40 MINUTES 20 SECONDS WEST, A DISTANCE OF 729.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, BEING 35.00 FEET, BY RADIAL MEASUREMENT, FROM SAID CENTERLINE, HAVING A RADIUS OF 5695.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 55 MINUTES 00 SECONDS, AN ARC LENGTH OF 389.30 FEET, WHOSE CHORD BEARS NORTH 33 DEGREES 42 MINUTES 50 SECONDS WEST, A DISTANCE OF 389.23 FEET, TO A POINT OF TANGENCY;

THENCE PARALLEL WITH AND 35.00 FEET, BY PERPENDICULAR MEASUREMENT, FROM SAID CENTERLINE, NORTH 31 DEGREES 45 MINUTES 20 SECONDS WEST, A DISTANCE OF 130.53 FEET, TO A 3" DIAMETER BRASS DISC SET IN CONCRETE STAMPED "PUBLIC SERVICE" BEING 210.00 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER;

THENCE PARALLEL WITH SAID NORTHERLY LINE, NORTH 87 DEGREES 54 MINUTES 17

LEGAL DESCRIPTION

SECONDS EAST, A DISTANCE OF 463.25 FEET, TO A 3" DIAMETER BRASS DISC SET IN CONCRETE STAMPED "PUBLIC SERVICE" BEING ON THE WESTERLY LINE OF THAT PARCEL AS DESCRIBED IN DEED RECORDED IN BOOK 103 AT PAGE 484;

THENCE ALONG SAID WESTERLY LINE, SOUTH 31 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 123.67 FEET, TO A 3" DIAMETER BRASS DISC SET IN CONCRETE STAMPED "PUBLIC SERVICE";

THENCE CONTINUING ALONG SAID WESTERLY LINE; SOUTH 35 DEGREES 24 MINUTES 10 SECONDS EAST, A DISTANCE OF 1148.91 FEET, TO THE TRUE POINT OF BEGINNING;

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EXCEPT THAT PORTION CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY QUITCLAIM DEED DATED JULY 27, 2004 AND RECORDED AUGUST 17, 2004 AT RECEPTION #2004085917, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of said Section; Thence S89°10'07"W along the South line of said Section, a distance of 593.57 feet; Thence N00°49'53"W at a right angle to the last course, a distance of 30.00 feet to the TRUE POINT OF BEGINNING;

1. Thence S89°10'07"W along a line 30.00 feet North of and parallel with said South line, a distance of 156.98 feet to a point on curve not tangent with this course, said point also being on the Northeasterly right of way of State Highway 85 (March 2004);
2. Thence along said curve to the right, said curve having a central angle of 00°16'15", a radius of 4262.51 feet, an arc length of 20.14 feet, a chord bearing of N34°21'01"W, a distance of 20.14 feet;
3. Thence N34°12'54"W continuing along said Northeasterly right of way, a distance of 764.13 feet;
4. Thence S40°15'09"E, a distance of 797.78 feet;
5. Thence S65°32'31"E, a distance of 90.42 feet to TRUE POINT OF BEGINNING, whence said Southeast corner bears S87°56'19"E, a distance of 594.32 feet.

The above described parcel contains 35,978 square feet (0.83 acres), more or less.

LEGAL DESCRIPTION

PARCEL C:

A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, AND THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 33, SHALL BE ASSUMED TO BEAR SOUTH 01 DEGREES 04 MINUTES 30 SECONDS EAST.

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER, SOUTH 01 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 36.18 FEET, TO THE EASTERLY RIGHT OF WAY LINE, BEING 50.00 FEET, BY RADIAL MEASUREMENT, NORTHEASTERLY FROM THE CENTERLINE OF THE DENVER & RIO GRANDE RAILROAD, AS IT PHYSICALLY EXISTS THIS DATE;

THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS SOUTH 53 DEGREES 31 MINUTES 18 SECONDS WEST, 2879.42 FEET, THROUGH A CENTRAL ANGLE OF 30 DEGREES 02 MINUTES 39 SECONDS, AN ARC LENGTH OF 1509.88 FEET, WHOSE CHORD BEARS NORTH 51 DEGREES 30 MINUTES 02 SECONDS WEST, 1492.64 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, 50.00 FEET FROM AND PARALLEL WITH SAID CENTERLINE;

THENCE NORTH 68 DEGREES 12 MINUTES 24 SECONDS WEST, 252.19 FEET, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE;

THENCE NORTH 69 DEGREES 03 MINUTES 05 SECONDS WEST, 99.80 FEET, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE;

THENCE NORTH 68 DEGREES 42 MINUTES 32 SECONDS WEST, 101.10 FEET, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT OF NON-TANGENT CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 21 DEGREES 58 MINUTES 54 SECONDS EAST, 2772.45 FEET, CENTRAL ANGLE OF 29 DEGREES 46 MINUTES 00 SECONDS, AN ARC LENGTH OF 1440.37 FEET, WHOSE CHORD BEARS NORTH 53 DEGREES 08 MINUTES 05 SECONDS WEST, 1424.22 FEET, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT OF NON-TANGENCY;

THENCE NORTH 36 DEGREES 33 MINUTES 23 SECONDS WEST, 247.76 FEET, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE;

THENCE NORTH 35 DEGREES 42 MINUTES 51 SECONDS WEST, 502.55 FEET, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE;

THENCE NORTH 35 DEGREES 42 MINUTES 52 SECONDS WEST, 687.05 FEET, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE;

THENCE NORTH 34 DEGREES 42 MINUTES 51 SECONDS WEST, 237.71 FEET, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT OF NON-TANGENT CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 56 DEGREES 53 MINUTES 13 SECONDS EAST, 2494.42 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 18 MINUTES 20 SECONDS, AN ARC LENGTH OF 376.08 FEET, WHOSE CHORD BEARS NORTH 28 DEGREES 57 MINUTES 36 SECONDS WEST, 375.76 FEET, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT BEING 210.00 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE NORTHERLY LINE OF SAID SOUTH

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HALF OF THE SOUTHWEST QUARTER OF SECTION 28, AND A POINT OF NON-TANGENCY;

THENCE PARALLEL WITH SAID NORTHERLY LINE, NORTH 87 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1156.26 FEET, TO THE WESTERLY LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28;

THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER, NORTH 87 DEGREES 54 MINUTES 17 SECONDS EAST, A DISTANCE OF 593.45 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD BEING 50.00 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHWESTERLY FROM THE CENTERLINE, AS THE TRACKS PHYSICALLY EXIST THIS DATE;

THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, PARALLEL WITH AND 50.00 FEET, BY PERPENDICULAR MEASUREMENT, FROM SAID CENTERLINE, SOUTH 44 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 2644.16 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 45 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 12.50 FEET TO A POINT BEING 62.50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHWESTERLY FROM SAID CENTERLINE;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, PARALLEL WITH AND 62.50 FEET, BY PERPENDICULAR MEASUREMENT, FROM SAID CENTERLINE, SOUTH 44 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 234.83 FEET, TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, BEING 62.50 FEET, BY RADIAL MEASUREMENT, FROM SAID CENTERLINE, HAVING A RADIUS, OF 1847.07 FEET, A CENTRAL ANGLE OF 04 DEGREES 42 MINUTES 58 SECONDS, AN ARC LENGTH OF 152.03 FEET, WHOSE CHORD BEARS SOUTH 41 DEGREES 47 MINUTES 56 SECONDS EAST, A DISTANCE OF 151.99 FEET TO THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 33;

THENCE ALONG SAID EASTERLY LINE, SOUTH 01 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 1463.81 FEET, TO THE POINT OF BEGINNING;

PARCEL D-2:

A PARCEL OF LAND BEING A PART OF SECTION 33 AND THE EAST HALF OF SECTION 32 AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 68 WEST AND THE NORTH HALF OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SHALL BE ASSUMED TO BEAR SOUTH 01 DEGREES 41 MINUTES 08 SECONDS EAST.

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33;

LEGAL DESCRIPTION

THENCE ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SOUTH 01 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 218.50 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, BEING FIFTY (50.00) FEET, BY PERPENDICULAR MEASUREMENT, FROM THE CENTERLINE OF THE EXISTING TRACK, AND THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 01 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 99.05 FEET, TO THE NORTHERLY LINE OF THAT PARCEL AS DESCRIBED IN DEED RECORDED IN BOOK 538 AT PAGES 708-713, BEING A POINT OF NON-TANGENT CURVATURE:

THENCE ALONG SAID NORTHERLY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2752.89 FEET, A CENTRAL ANGLE OF 04 DEGREES 24 MINUTES 55 SECONDS, AN ARC LENGTH OF 212.15 FEET, WHOSE CHORD BEARS NORTH 33 DEGREES 49 MINUTES 11 SECONDS WEST, A DISTANCE OF 212.10 FEET, TO A POINT OF NON-TANGENCY:

THENCE CONTINUING ALONG THE BOUNDARY OF SAID PARCEL, SOUTH 29 DEGREES 37 MINUTES 26 SECONDS WEST, A DISTANCE OF 319.31 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET AS AMENDED, BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 285.43 FEET, A CENTRAL ANGLE OF 16 DEGREES 15 MINUTES 25 SECONDS, AN ARC LENGTH OF 80.99 FEET, WHOSE CHORD BEARS NORTH 60 DEGREES 13 MINUTES 17 SECONDS WEST, A DISTANCE OF 80.72 FEET, TO A POINT OF COMPOUND CURVATURE:

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 443.50 FEET, A CENTRAL ANGLE OF 23 DEGREES 59 MINUTES 21 SECONDS, AN ARC LENGTH OF 186.53 FEET, WHOSE CHORD BEARS NORTH 80 DEGREES 20 MINUTES 42 SECONDS WEST, A DISTANCE OF 185.17 FEET, TO A POINT OF TANGENCY:

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 87 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 286.61 FEET, TO THE EASTERLY LINE OF THAT PARCEL AS DESCRIBED IN DEED RECORDED IN BOOK 174 AT PAGE 333;

THENCE ALONG THE BOUNDARY OF SAID PARCEL, NORTH 31 DEGREES 59 MINUTES 03 SECONDS WEST, A DISTANCE OF 250.14 FEET;

THENCE ALONG THE BOUNDARIES OF LOUVIERS SUBDIVISION THE FOLLOWING FOURTEEN (14) COURSES:

1. NORTH 03 DEGREES 41 MINUTES 58 SECONDS WEST, 232.00 FEET;
2. SOUTH 67 DEGREES 26 MINUTES 54 SECONDS WEST, 184.53 FEET;
3. SOUTH 11 DEGREES 45 MINUTES 28 SECONDS EAST, 75.52 FEET;
4. SOUTH 04 DEGREES 10 MINUTES 00 SECONDS EAST, 201.63 FEET;
5. SOUTH 14 DEGREES 53 MINUTES 35 SECONDS EAST, 79.80 FEET;
6. SOUTH 34 DEGREES 20 MINUTES 14 SECONDS EAST, 29.96 FEET;
7. SOUTH 57 DEGREES 32 MINUTES 51 SECONDS EAST, 56.63 FEET, TO A POINT ON SAID

LEGAL DESCRIPTION

NORTHERLY RIGHT OF WAY LINE OF SAID MAIN STREET;

8. ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 72 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 141.36 FEET;

9. CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 69 DEGREES 25 MINUTES 07 SECONDS WEST, A DISTANCE OF 112.44 FEET, TO A POINT OF CURVATURE;

10. CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 18 MINUTES 31 SECONDS, AN ARC LENGTH OF 381.84 FEET, WHOSE CHORD BEARS SOUTH 57 DEGREES 15 MINUTES 52 SECONDS WEST, A DISTANCE OF 378.98 FEET, TO A POINT OF TANGENCY;

11. CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 45 DEGREES 06 MINUTES 36 SECONDS WEST, A DISTANCE OF 178.14 FEET, TO A POINT OF CURVATURE;

12. CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 38 DEGREES 14 MINUTES 30 SECONDS, AN ARC LENGTH OF 263.64 FEET, WHOSE CHORD BEARS SOUTH 25 DEGREES 59 MINUTES 21 SECONDS WEST, A DISTANCE OF 258.77 FEET, TO A POINT OF TANGENCY;

~~13. CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 06 DEGREES 52 MINUTES 06 SECONDS WEST, A DISTANCE OF 406.27 FEET;~~

14. CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 08 DEGREES 20 MINUTES 24 SECONDS WEST, A DISTANCE OF 127.14 FEET, TO THE BOUNDARY LINE OF SAID LOUVIERS SUBDIVISION;

THENCE ALONG SAID BOUNDARY LINE, NORTH 49 DEGREES 11 MINUTES 19 SECONDS WEST, A DISTANCE OF 88.95 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 40 DEGREES 49 MINUTES 25 SECONDS WEST, A DISTANCE OF 78.04 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 37 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 151.49 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 64 DEGREES 52 MINUTES 25 SECONDS EAST, A DISTANCE OF 125.31 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 47 DEGREES 51 MINUTES 35 SECONDS WEST, A DISTANCE OF 192.12 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 78 DEGREES 12 MINUTES 35 SECONDS WEST, A DISTANCE OF 68.13 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 31 DEGREES 02 MINUTES 25 SECONDS WEST, A DISTANCE OF 118.98 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 50 DEGREES 21 MINUTES 35 SECONDS EAST, A DISTANCE OF 98.96 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 37 DEGREES 43 MINUTES 35 SECONDS

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EAST, A DISTANCE OF 234.57 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 40 DEGREES 49 MINUTES 25 SECONDS WEST, A DISTANCE OF 381.07 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 49 DEGREES 10 MINUTES 52 SECONDS EAST, A DISTANCE OF 153.98 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 50 DEGREES 12 MINUTES 23 SECONDS WEST, A DISTANCE OF 109.01 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 39 DEGREES 47 MINUTES 47 SECONDS EAST, A DISTANCE OF 42.71 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 50 DEGREES 12 MINUTES 23 SECONDS WEST, A DISTANCE OF 59.00 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 39 DEGREES 47 MINUTES 47 SECONDS EAST, A DISTANCE OF 174.98 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 50 DEGREES 11 MINUTES 29 SECONDS EAST, A DISTANCE OF 59.00 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 39 DEGREES 47 MINUTES 47 SECONDS EAST, A DISTANCE OF 96.99 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 50 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 117.98 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 42 DEGREES 07 MINUTES 48 SECONDS EAST, A DISTANCE OF 127.98 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 43 DEGREES 09 MINUTES 25 SECONDS WEST, A DISTANCE OF 127.01 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 81 DEGREES 11 MINUTES 10 SECONDS WEST, A DISTANCE OF 215.03 FEET, TO A 3" DIAMETER BRASS DISC SET IN CONCRETE HAVING NO MARKINGS AS SHOWN ON THE ORIGINAL PLAT OF SAID LOUVIERS SUBDIVISION;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 08 DEGREES 57 MINUTES 24 SECONDS EAST, A DISTANCE OF 212.26 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 80 DEGREES 51 MINUTES 19 SECONDS WEST, A DISTANCE OF 399.81 FEET, TO A 3" DIAMETER BRASS DISC SET IN CONCRETE AND STAMPED "LOUVIERS COLO POINT BEGINNING SEPT - 1960 FISHER ENGINEERING SERVICE", SAID DISC LYING SOUTH 07 DEGREES 56 MINUTES 02 SECONDS EAST, A DISTANCE OF 136.56 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 33, BEING A 3" DIAMETER BRASS DISC SET IN CONCRETE AND STAMPED "FISHER ENGINEERING SERVICE SEC 33 - T6S - R68W, 1/4 COR SEC 4 - T7S - R68W 6TH P.M. JULY-1960" AS

LEGAL DESCRIPTION

SHOWN ON THE ORIGINAL PLAT OF SAID LOUVIERS SUBDIVISION;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 81 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 260.77 FEET, TO A 3" DIAMETER BRASS DISC SET IN CONCRETE HAVING NO MARKINGS AS SHOWN ON THE ORIGINAL PLAT OF SAID LOUVIERS SUBDIVISION;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 08 DEGREES 39 MINUTES 22 SECONDS WEST, A DISTANCE OF 12.64 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 40.17 FEET, TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID BOUNDARY, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 148.70 FEET, A CENTRAL ANGLE OF 27 DEGREES 16 MINUTES 00 SECONDS, AN ARC LENGTH OF 70.77 FEET, WHOSE CHORD BEARS NORTH 58 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 70.10 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 72 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 201.07 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 76 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 34.13 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 13 DEGREES 41 MINUTES 38 SECONDS WEST, A DISTANCE OF 125.00 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY, SOUTH 76 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 13 DEGREES 50 MINUTES 23 SECONDS WEST, 31.81 FEET;

THENCE NORTH 66 DEGREES 53 MINUTES 44 SECONDS EAST, 910.58 FEET;

THENCE NORTH 13 DEGREES 08 MINUTES 49 SECONDS WEST, 337.04 FEET;

THENCE NORTH 05 DEGREES 30 MINUTES 52 SECONDS WEST, 432.54 FEET;

THENCE NORTH 49 DEGREES 43 MINUTES 14 SECONDS WEST, 105.26 FEET;

THENCE NORTH 62 DEGREES 09 MINUTES 39 SECONDS WEST, 368.23 FEET;

THENCE NORTH 49 DEGREES 13 MINUTES 00 SECONDS WEST, 52.60 FEET;

THENCE NORTH 36 DEGREES 00 MINUTES 47 SECONDS EAST, 479.01 FEET;

THENCE NORTH 82 DEGREES 18 MINUTES 09 SECONDS EAST, 167.61 FEET;

THENCE NORTH 03 DEGREES 28 MINUTES 49 SECONDS EAST, 95.55 FEET;

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THENCE NORTH 42 DEGREES 37 MINUTES 42 SECONDS WEST, 249.14 FEET;

THENCE NORTH 24 DEGREES 49 MINUTES 43 SECONDS WEST, 37.34 FEET;

THENCE NORTH 38 DEGREES 34 MINUTES 25 SECONDS WEST, 30.14 FEET;

THENCE NORTH 49 DEGREES 57 MINUTES 31 SECONDS WEST, 30.19 FEET;

THENCE NORTH 57 DEGREES 55 MINUTES 51 SECONDS WEST, 63.92 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 48 SECONDS WEST, 257.56 FEET;

THENCE NORTH 29 DEGREES 36 MINUTES 47 SECONDS WEST, 453.74 FEET;

THENCE NORTH 19 DEGREES 03 MINUTES 28 SECONDS EAST, 283.69 FEET;

THENCE NORTH 55 DEGREES 41 MINUTES 14 SECONDS WEST, 1138.78 FEET;

THENCE NORTH 39 DEGREES 54 MINUTES 32 SECONDS WEST, 333.07 FEET;

THENCE NORTH 08 DEGREES 56 MINUTES 52 SECONDS EAST, 30.03 FEET;

THENCE NORTH 20 DEGREES 44 MINUTES 33 SECONDS WEST, 43.91 FEET;

THENCE NORTH 45 DEGREES 26 MINUTES 41 SECONDS WEST, 730.63 FEET;

THENCE NORTH 59 DEGREES 45 MINUTES 35 SECONDS WEST, 40.88 FEET;

THENCE NORTH 43 DEGREES 16 MINUTES 21 SECONDS WEST, 99.68 FEET;

THENCE NORTH 47 DEGREES 54 MINUTES 21 SECONDS WEST, 1030.77 FEET;

THENCE ALONG SAID NORTHERLY LINE, NORTH 88 DEGREES 23 MINUTES 46 SECONDS EAST, A DISTANCE OF 412.31 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 32;

THENCE ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 28, NORTH 02 DEGREES 33 MINUTES 15 SECONDS WEST, A DISTANCE OF 1113.13 FEET, TO A POINT BEING 210.00 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28;

THENCE PARALLEL WITH SAID NORTHERLY LINE, NORTH 87 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 1398.02 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD AS DESCRIBED IN DEED RECORDED IN BOOK B AT PAGES 496-497 AND BOOK C AT PAGES 136-138, BEING 50.00 FEET, BY RADIAL MEASUREMENT, WESTERLY OF THE EXISTING CENTERLINE OF SAID DENVER AND RIO GRANDE RAILROAD TRACKS, BEING A POINT OF NON-TANGENT CURVATURE;

THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 66 DEGREES 04 MINUTES 53 SECONDS EAST, 2694.42 FEET, THROUGH A CENTRAL

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LEGAL DESCRIPTION

ANGLE OF 09 DEGREES 11 MINUTES 40 SECONDS, AN ARC LENGTH OF 432.38 FEET, WHOSE CHORD BEARS SOUTH 28 DEGREES 30 MINUTES 58 SECONDS EAST, 431.92 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 34 DEGREES 50 MINUTES 43 SECONDS EAST, 242.25 FEET;

THENCE SOUTH 35 DEGREES 42 MINUTES 49 SECONDS EAST, 620.88 FEET;

THENCE SOUTH 35 DEGREES 42 MINUTES 51 SECONDS EAST, 568.73 FEET;

THENCE SOUTH 36 DEGREES 33 MINUTES 46 SECONDS EAST, 252.19 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 51 DEGREES 44 MINUTES 54 SECONDS EAST, 2872.46 FEET, THROUGH A CENTRAL ANGLE OF 29 DEGREES 46 MINUTES 01 SECONDS, AN ARC LENGTH OF 1492.33 FEET, WHOSE CHORD BEARS SOUTH 53 DEGREES 08 MINUTES 07 SECONDS EAST, 1475.60 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 68 DEGREES 42 MINUTES 15 SECONDS EAST, 102.90 FEET;

THENCE SOUTH 69 DEGREES 03 MINUTES 13 SECONDS EAST, 99.81 FEET;

THENCE SOUTH 68 DEGREES 12 MINUTES 47 SECONDS EAST, 247.77 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 23 DEGREES 28 MINUTES 39 SECONDS WEST, 2779.42 FEET, THROUGH A CENTRAL ANGLE OF 33 DEGREES 07 MINUTES 55 SECONDS, AN ARC LENGTH OF 1607.24 FEET, WHOSE CHORD BEARS SOUTH 49 DEGREES 57 MINUTES 23 SECONDS EAST, 1584.94 FEET, TO THE POINT OF BEGINNING.

EXCEPT THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 206 AT PAGES 81-82 AS IT PHYSICALLY EXISTS THIS DATE.

PARCEL E:

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SHALL BE ASSUMED TO BEAR SOUTH 87 DEGREES 48 MINUTES 46 SECONDS WEST;

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE SOUTH 87 DEGREES 48 MINUTES 46 SECONDS WEST, 1308.50 FEET, ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE SOUTH 01 DEGREES 46 MINUTES 13 SECONDS EAST, 1323.41 FEET, ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER TO A POINT ON THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE SOUTH 88 DEGREES 09 MINUTES 07 SECONDS WEST, 447.14 FEET, ALONG SAID SOUTHERLY LINE;

LEGAL DESCRIPTION

THENCE NORTH 10 DEGREES 40 MINUTES 29 SECONDS WEST, 232.63 FEET;

THENCE NORTH 34 DEGREES 53 MINUTES 25 SECONDS EAST, 162.99 FEET;

THENCE NORTH 10 DEGREES 40 MINUTES 23 SECONDS WEST, 50.81 FEET;

THENCE NORTH 79 DEGREES 21 MINUTES 05 SECONDS EAST, 8.50 FEET;

THENCE NORTH 10 DEGREES 40 MINUTES 29 SECONDS WEST, 551.04 FEET;

THENCE NORTH 37 DEGREES 13 MINUTES 24 SECONDS WEST, 156.30 FEET;

THENCE NORTH 08 DEGREES 20 MINUTES 33 SECONDS EAST, 182.37 FEET;

THENCE NORTH 06 DEGREES 52 MINUTES 02 SECONDS EAST, 407.04 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE NORTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 83 DEGREES 07 MINUTES 56 SECONDS EAST, 335.00 FEET, THROUGH A CENTRAL ANGLE OF 38 DEGREES 14 MINUTES 32 SECONDS, AN ARC LENGTH OF 223.60 FEET, WHOSE CHORD BEARS NORTH 25 DEGREES 59 MINUTES 18 SECONDS EAST, 219.47 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 45 DEGREES 06 MINUTES 41 SECONDS EAST, 178.14 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE NORTHEASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 44 DEGREES 53 MINUTES 24 SECONDS EAST, 840.00 FEET, THROUGH A CENTRAL ANGLE OF 24 DEGREES 18 MINUTES 32 SECONDS, AN ARC LENGTH OF 356.39 FEET, WHOSE CHORD BEARS NORTH 57 DEGREES 15 MINUTES 51 SECONDS EAST, 353.72 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 69 DEGREES 25 MINUTES 18 SECONDS EAST, 110.84 FEET;

THENCE NORTH 72 DEGREES 28 MINUTES 29 SECONDS EAST, 175.31 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 17 DEGREES 31 MINUTES 18 SECONDS EAST, 420.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 10 MINUTES 58 SECONDS, AN ARC LENGTH OF 111.30 FEET, WHOSE CHORD BEARS NORTH 80 DEGREES 04 MINUTES 24 SECONDS EAST, 110.97 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 87 DEGREES 39 MINUTES 37 SECONDS EAST, 330.46 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 02 DEGREES 20 MINUTES 24 SECONDS EAST, 385.50 FEET, THROUGH A CENTRAL ANGLE OF 23 DEGREES 59 MINUTES 21 SECONDS, AN ARC LENGTH OF 161.41 FEET, WHOSE CHORD BEARS SOUTH 80 DEGREES 20 MINUTES 46 SECONDS EAST, 160.23 FEET, TO A POINT OF

LEGAL DESCRIPTION

NON-TANGENT CURVATURE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 21 DEGREES 39 MINUTES 00 SECONDS WEST, 225.43 FEET, THROUGH A CENTRAL ANGLE OF 38 DEGREES 49 MINUTES 14 SECONDS, AN ARC LENGTH OF 152.74 FEET, WHOSE CHORD BEARS SOUTH 48 DEGREES 56 MINUTES 24 SECONDS EAST, 149.84 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 29 DEGREES 31 MINUTES 54 SECONDS EAST, 35.34 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 60 DEGREES 28 MINUTES 13 SECONDS WEST, 810.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 34 MINUTES 01 SECONDS, AN ARC LENGTH OF 220.07 FEET, WHOSE CHORD BEARS SOUTH 21 DEGREES 44 MINUTES 51 SECONDS EAST, 219.40 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 13 DEGREES 57 MINUTES 47 SECONDS EAST, 440.25 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE SOUTHERLY, ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 76 DEGREES 02 MINUTES 26 SECONDS EAST, 170.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 41 MINUTES 33 SECONDS, AN ARC LENGTH OF 135.57 FEET, WHOSE CHORD BEARS SOUTH 36 DEGREES 48 MINUTES 30 SECONDS EAST, 132.01 FEET, TO A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 AND A POINT OF NON-TANGENCY;

THENCE SOUTH 01 DEGREES 41 MINUTES 08 SECONDS EAST, 23.08 FEET, ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING;

PARCEL F:

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST, AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SHALL BE ASSUMED TO BEAR SOUTH 00 DEGREES 07 MINUTES 18 SECONDS EAST;

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 4;

THENCE ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, SOUTH 00 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 18.38 FEET, TO THE NORTHERLY LINE OF THAT PARCEL AS DESCRIBED IN DEED RECORDED IN BOOK 132 AT PAGE 118;

LEGAL DESCRIPTION

THENCE ALONG SAID NORTHERLY LINE, SOUTH 60 DEGREES 14 MINUTES 43 SECONDS WEST, A DISTANCE OF 445.32 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF LOUVIERS BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 38 DEGREES 02 MINUTES 52 SECONDS WEST, A DISTANCE OF 280.42 FEET, TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 39 DEGREES 52 MINUTES 14 SECONDS, AN ARC LENGTH OF 368.81 FEET, WHOSE CHORD BEARS NORTH 57 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 361.41 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 77 DEGREES 55 MINUTES 04 SECONDS WEST, A DISTANCE OF 284.01 FEET, TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 53 MINUTES 40 SECONDS, AN ARC LENGTH OF 241.75 FEET, WHOSE CHORD BEARS NORTH 89 DEGREES 21 MINUTES 54 SECONDS WEST, A DISTANCE OF 240.15 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 79 DEGREES 11 MINUTES 15 SECONDS WEST, A DISTANCE OF 184.84 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 74 DEGREES 29 MINUTES 43 SECONDS WEST, A DISTANCE OF 180.82 FEET, TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 92 DEGREES 36 MINUTES 20 SECONDS, AN ARC LENGTH OF 69.50 FEET, WHOSE CHORD BEARS NORTH 59 DEGREES 12 MINUTES 08 SECONDS WEST, A DISTANCE OF 62.18 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 12 DEGREES 53 MINUTES 58 SECONDS WEST, A DISTANCE OF 168.43 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 81 DEGREES 11 MINUTES 43 SECONDS WEST, A DISTANCE OF 4.09 FEET, TO A 3" BRASS DISC SET IN CONCRETE HAVING NO MARKINGS, AS SHOWN ON THE ORIGINAL PLAT OF LOUVIERS SUBDIVISION AS RECORDED UNDER RECEPTION NO. 109325;

THENCE ALONG THE BOUNDARY LINE OF SAID LOUVIERS SUBDIVISION, NORTH 08 DEGREES 54 MINUTES 12 SECONDS WEST, A DISTANCE OF 155.00 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 81 DEGREES 11 MINUTES 43 SECONDS EAST, A DISTANCE OF 184.01 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 08 DEGREES 54 MINUTES 12 SECONDS WEST, A DISTANCE OF 677.10 FEET;

LEGAL DESCRIPTION

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 81 DEGREES 05 MINUTES 48 SECONDS EAST, A DISTANCE OF 207.00 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 08 DEGREES 54 MINUTES 12 SECONDS WEST, A DISTANCE OF 595.64 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, SOUTH 81 DEGREES 00 MINUTES 57 SECONDS WEST, A DISTANCE OF 197.04 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 08 DEGREES 56 MINUTES 04 SECONDS WEST, A DISTANCE OF 292.75 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 29 DEGREES 56 MINUTES 59 SECONDS WEST, A DISTANCE OF 77.75 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 47 DEGREES 05 MINUTES 27 SECONDS WEST, A DISTANCE OF 268.92 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 81 DEGREES 56 MINUTES 04 SECONDS WEST, A DISTANCE OF 93.92 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 68 DEGREES 54 MINUTES 41 SECONDS EAST, A DISTANCE OF 114.99 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 40 DEGREES 47 MINUTES 27 SECONDS EAST, A DISTANCE OF 162.99 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 33 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 82.83 FEET, TO THE BOUNDARY LINE OF THAT PARCEL AS DESCRIBED IN DEED RECORDED IN BOOK 277 AT PAGE 667-669;

THENCE ALONG SAID BOUNDARY LINE, SOUTH 19 DEGREES 57 MINUTES 39 SECONDS EAST, A DISTANCE OF 140.55 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, SOUTH 00 DEGREES 58 MINUTES 21 SECONDS WEST, A DISTANCE OF 377.31 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, SOUTH 47 DEGREES 12 MINUTES 07 SECONDS EAST, A DISTANCE OF 173.60 FEET, TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 39 DEGREES 16 MINUTES 28 SECONDS, AN ARC LENGTH OF 459.26 FEET, WHOSE CHORD BEARS SOUTH 66 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 450.32 FEET, TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, BEING A POINT OF NON-TANGENCY;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST, A DISTANCE OF 597.78 FEET, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF

LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, NORTH 87 DEGREES 09 MINUTES 09 SECONDS EAST, A DISTANCE OF 1313.99 FEET, TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SOUTH 00 DEGREES 07 MINUTES 59 SECONDS EAST, A DISTANCE OF 1316.72 FEET, TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCEL D-2 THE FOLLOWING DESCRIBED PARCEL (SITE 15):

POND EXHIBIT:

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SHALL BE ASSUMED TO BEAR SOUTH 01 DEGREES 41 MINUTES 08 SECONDS EAST, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 14057" AT THE EAST QUARTER CORNER AND A 2" ALUMINUM CAP STAMPED "LS 14057" AT THE SOUTH 1/16 CORNER;

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 33;
THENCE SOUTH 87 DEGREES 37 MINUTES 49 SECONDS WEST, 660.22 FEET, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 TO THE WEST BOUNDARY LINE OF PARCEL D-2;
THENCE NORTH 29 DEGREES 36 MINUTES 47 SECONDS WEST, 31.32 FEET, ALONG SAID WEST BOUNDARY LINE OF PARCEL D-2;
THENCE NORTH 19 DEGREES 03 MINUTES 28 SECONDS EAST, 283.69 FEET, ALONG SAID WEST BOUNDARY LINE OF PARCEL D-2;
THENCE NORTH 55 DEGREES 41 MINUTES 14 SECONDS WEST, 389.74 FEET, ALONG SAID WEST BOUNDARY LINE OF PARCEL D-2 TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 55 DEGREES 41 MINUTES 14 SECONDS WEST, 704.73 FEET, ALONG SAID WEST BOUNDARY LINE OF PARCEL D-2;
THENCE NORTH 34 DEGREES 18 MINUTES 45 SECONDS EAST, 287.80 FEET;
THENCE NORTH 88 DEGREES 31 MINUTES 57 SECONDS EAST, 326.80 FEET;
THENCE SOUTH 35 DEGREES 20 MINUTES 53 SECONDS EAST, 385.17 FEET;
THENCE SOUTH 21 DEGREES 30 MINUTES 03 SECONDS WEST, 353.80 FEET TO THE TRUE POINT OF BEGINNING;

NOTE: THIS LEGAL DESCRIPTION WAS PREPARED UNDER THE DIRECT SUPERVISION OF ROBERT BUCKLEY, JR., P.L.S.

EXHIBIT B

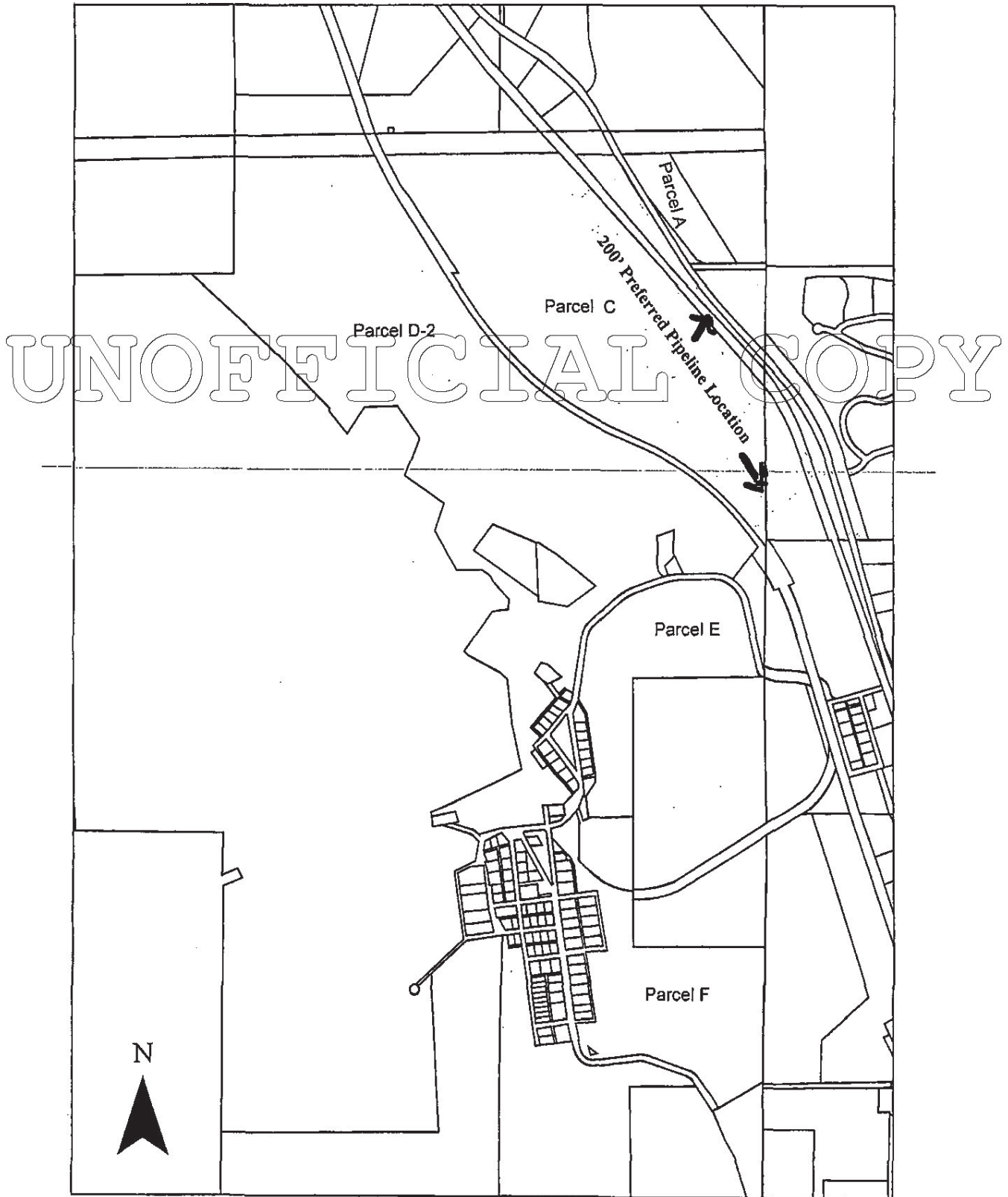


EXHIBIT C

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is entered into this 20 day of April, 2005, between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, whose legal address is 100 Third Street, Castle Rock, Colorado 80104 ("County") and LOUVIERS MUTUAL SERVICE COMPANY, whose legal address is P.O. Box 121, Louviers, Colorado 80131 ("Licensee").

RECITALS

1. The County has the right of exclusive use and possession of the real property described on Exhibit A ("Property"), attached hereto and incorporated herein.
2. ~~The County is authorized to grant this License for use of the Property.~~
3. ~~The Licensee desires to use the Property as a slow rate land application site for domestic treated wastewater effluent ("Effluent") from its wastewater treatment plant.~~
4. ~~The County desires to grant a License to the Licensee for the use of the Property.~~

AGREEMENT

1. **GRANT OF LICENSE.** The County hereby grants to the Licensee a revocable License to use the Property as a slow rate land application site for Effluent from the Licensee's wastewater treatment plant, which includes the installation, operation, maintenance, repair and removal of all facilities necessary for the slow rate land treatment of the Effluent, including, but not limited to, an irrigation system and monitoring wells.
2. **PROPERTY LICENSED.** The Property is subject to this License and includes the land and any improvements thereon and is subject to all easements and rights-of-way of record. The County makes no warranty, written or implied, that the Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property. Provided, however, the County represents that it has no knowledge that the intended use of the Property by the Licensee is prohibited by or will violate any existing County ordinance, rule or regulation.
3. **USE.** The Licensee covenants and agrees that it shall utilize the Property only for a slow rate land application site for Effluent from the Licensee's wastewater treatment plant, and it shall not use the Property or permit it to be used for any other purpose. Any other discharges on the Property, including industrial discharges, are expressly prohibited. The Property may only be used by authorized representatives of the Licensee.
4. **TERM.** This License is granted for the duration of thirty (30) years from the Effective Date, as hereinafter defined, plus the duration of the Restoration, as hereinafter defined, unless it is terminated pursuant to Section 14 ("Termination"). The License may be renewed upon the written agreement of both parties for a mutually agreed upon term if notice is given by the Licensee to the County six (6) months prior to the expiration of the current term. In the event of Termination of this License, the Licensee shall continue to

be obligated to perform Restoration, and the provisions of this License, which set forth the Restoration obligations of the Licensee, shall remain in full force and effect until such Restoration is completed.

5. **RESTORATION.** Upon Termination of this License pursuant to Section 14, the Licensee shall restore the Property to its condition prior to the granting of this License ("Restoration"). Restoration must be completed within ninety (90) days of Termination, barring delays resulting from causes beyond the Licensee's control, in which event Restoration shall be completed as soon thereafter as may be reasonably possible. All materials or objects, except vegetation approved by the County, which the Licensee brought on to the Property during the term of this License shall be removed by the Licensee immediately upon Termination of this License. The Licensee shall return the Property to the County in a condition free of any waste materials, litter, debris, or hazardous waste contamination, Effluent materials discharged in compliance with applicable permits and regulations excluded, contributed by the Licensee's use of the Property. In addition, the Licensee, at its sole expense, shall be responsible for the reseeding of disturbed areas for a one (1) year period following the completion of Restoration or until the County deems the reseeding to be reasonably satisfactory. The Licensee may leave underground piping, equipment and wells in place only upon the written permission of the County, which shall be granted at the County's sole discretion and provided that the same are properly sealed and inaccessible from the Property surface in accordance with all applicable laws and regulations.

6. **COMPLIANCE WITH APPLICABLE LAWS AND PERMITS.** The Licensee shall conduct all its operations on the Property, including Restoration and other services, in compliance with all applicable federal, state and local regulations. The terms and conditions of any required permits issued specifically in connection with the Licensee's slow rate land application of Effluent are incorporated herein by reference, and the Licensee agrees to remain in compliance with all such permits at all times or this License may be terminated pursuant to Section 14.

~~7.~~ **COUNTY PROPERTY.** Any repair or replacement of any County property made necessary because of construction or use of the Property by the Licensee shall be made at the sole expense of the Licensee. In the event the County should, at any time during the term hereon, believe in good faith that the Licensee should be responsible to repair or replace any County property, real or personal, damaged by the Licensee or its agents, servants, contractors or employees, the County shall immediately notify the Licensee.

8. **COUNTY'S RIGHTS.** Subject to the restraints of the Licensee's discharge permit, the County retains the right of access over and across the Property for County employees, lessees, licensees, invitees and guests in such a manner as to not interfere with the Licensee's authorized use of the Property.

9. **RE-ENTRY.** The Licensee covenants and agrees to permit the County or its duly authorized representatives to enter upon the Property for the purpose of inspecting the same and to do such other acts and things as it deems necessary for the protection of its interest therein, without notice to the Licensee.

10. **LIABILITY AND INDEMNIFICATION.** The County cannot and by this License shall not be liable for any loss, injury, death or damage to any person or property which may arise from the use or condition of the Property (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire or theft or release of hazardous waste materials) during the term of this License, including Restoration. The Licensee hereby expressly agrees to defend, indemnify and hold harmless the County, its officers, agents, employees and insurers from and against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney's fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of the use of the Property by the Licensee, its officers, agents, employees, subcontractors, licenses, invitees, successors or assigns, including, but not limited to, release of hazardous waste materials, or by the failure of the Licensee to fulfill the terms and conditions of this License.

11. **INSURANCE.** During the term of this License, including Restoration, the Licensee agrees to procure and maintain Commercial General Liability insurance and shall require its contractors or agents to maintain Commercial General Liability insurance, Workers' Compensation insurance and Commercial Automobile insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide as follows:

(a) **Workers' Compensation Insurance & Employers Liability** insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this License, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) **Commercial General Liability** insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. This insurance will apply as primary insurance. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) **Commercial Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the Licensee's owned, hired and non-owned vehicles assigned to or used in connection with the License. The policy will contain a severability of interests provision.

(d) **Certificates of Insurance.** The required Commercial General Liability and Commercial Automobile Liability policies will name the County, its officers and employees as additional insured and provide for a waiver of subrogation in favor of the County. The required Workers' Compensation policy will name the County as a certificate holder. The Licensee shall be responsible for providing proof of the required insurance to the County as evidence that the

policies providing the required coverage, conditions and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within twenty (20) days of cancellation, termination or material change will be sent to:

Sheryl D. Monroe
Douglas County
Risk Management
100 Third Street
Castle Rock, Colorado 80104

(e) **Right to Review, Revise and Reject.** The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally. Failure on the part of the Licensee to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this License.

(f) **Failure to Procure or Maintain Insurance.** The Licensee will not be relieved of any liability, claims, demands or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations or types. Failure on the part of the Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits or failure to assure its contractors or agents maintain the required coverage will constitute a material breach of contract upon which the County may immediately terminate this License.

(g) **Deductibles and Coinsurance.** The Licensee agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty or self-insured retention. The Licensee will indemnify the County, in full, for any amounts related to the above.

12. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The County is relying on, and does not waive or intend to waive by any provision of this License, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the County, its officers or its employees.

13. **RESERVATION FOR BOARD USE.** This License is made under and conformable to the provisions of all County regulations insofar as applicable. Said provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in this License. The County acknowledges that the Licensee intends to apply Effluent on the Property, which is inconsistent with unrestricted use thereon by the County. Subject to the foregoing, the County reserves the right to make full use of the Property as may be necessary or convenient, and the County, subject to the rights of the Licensee herein granted and to the

extent not inconsistent therewith, retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient, provided such uses do not interfere with Licensee's permitted use of the Property.

14. **TERMINATION.** This License may be terminated: (a) by mutual written agreement if the Property is no longer needed for slow rate land application of Effluent; (b) upon ninety (90) days written notice if the Licensee is in violation of any federal, state or local permit or applicable regulation and fails to cure the violation within the prescribed period set forth by the permitting agency or the County; or (c) immediately if environmental contamination as defined by applicable federal, state or local laws, ordinances or regulations is occurring on the Property and the public health, safety and welfare of the public is threatened or the Licensee is in violation of Section 11. In the event of Termination under any of the reasons set forth in this Section 14 (a) or (b) the Licensee shall be reinstated at the request of the Licensee upon the cure or correction of the cause for Termination.

15. **MANAGEMENT PLAN.** The Licensee shall submit a Property management plan ("Property Management Plan") in a form approved by the County, which shall set forth guidelines and best management practices to be utilized by the Licensee in addition to the location of all facilities to be installed on the Property. The Property Management Plan may be amended from time to time upon written approval by both parties, without amending this License.

16. **COMPLETION OF RESTORATION.** Upon completion of the Restoration, the Licensee shall notify the County, and the County shall inspect the Property. If the County finds the Restoration to be satisfactory, the County shall, within thirty (30) days of notification by the Licensee of completion of the Restoration, execute a release. In the event the County determines that the Restoration is not satisfactory, the County must notify the Licensee within the thirty (30) day period. Such notification shall be in writing and shall state with specificity the deficiencies in the performance of the Licensee's obligations under this License. The Licensee shall then promptly commence action to correct the deficiencies and proceed to complete the correction in a prompt and timely manner, and when completed, notify the County in writing.

17. **BREACH.** In case of the Licensee's breach of any of the within promises, the County may, at its option, have specific performance thereof, sue for damages resulting from such breach or take affirmative action to correct such breach and charge the Licensee for the cost thereof.

18. **NOTICES.** Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the addresses hereinabove given. The Director of Open Space and Natural Resources shall be the representative of the County to accept notice hereunder, and a copy shall be sent to the County Attorney's Office. In the event the Licensee should change the address hereinabove given during the term of this License, the Licensee shall notify the County in writing of such change of address.

19. **AMENDMENT.** This License may be amended only by mutual written agreement of both parties.
20. **ASSIGNMENT.** The Licensee agrees not to assign this License without first obtaining the written consent of the County.
21. **SUCCESSORS AND ASSIGNS.** This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.
22. **VENUE.** For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado.
23. **EFFECTIVE DATE.** This License shall be effective upon the mutual execution hereof ("Effective Date") for purpose of surveying, system design and layout, and other uses which will not disturb the Property, but are necessary to obtain the required approvals for the land application of Effluent on the Property. However, the Licensee shall have no right to and shall be specifically prohibited from utilizing the Property for the land application of Effluent until the County receives the approved Property Management Plan and copies of all permits that are required to be obtained by the Licensee to discharge the Effluent on the Property, including, but not limited to, a 404 permit as required by the Clean Water Act, a domestic groundwater discharge permit from the Colorado Department of Public Health and Environment, Water Quality Control Division and any necessary permit to address the presence of the Preble's Meadow Jumping Mouse on the Property.
24. **REPORTING REQUIREMENTS.** On a monthly basis, the Licensee shall provide to the County a copy of the discharge monitoring report as submitted to the Colorado Department of Public Health and the Environment.
25. **RECITALS.** All recitals set forth in this License shall be incorporated herein.

The parties hereto mutually agree to all the terms and provisions herein contained.

LOUVIERS MUTUAL SERVICE COMPANY

By: James Peter Holub 4/20/05
Title: PRESIDENT, BOARD OF DIRECTORS

ATTEST:

By: Diana Miller 4/20/2005
Title: Vice President, Louviers Mutual Service Company

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

By: Walter M Maxwell
WALTER M. MAXWELL, Chair

ATTEST:

Mary A Niblack
MARY A. NIBLACK
Deputy Clerk



UNOFFICIAL COPY

APPROVED AS TO LEGAL FORM:

Kristin Decker
Kristin Decker, Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

Karen Montgomery 7/5/05
Karen Montgomery, Director of Finance

PWSI, INC.

LAND SURVEYING • MAPPING • CONSTRUCTION • TRIMBLE GPS

NOVEMBER 2, 2004

**LEGAL DESCRIPTION FOR LOUVIERS MUTUAL SERVICE COMPANY
PROPOSED 20 ACRE SITE**

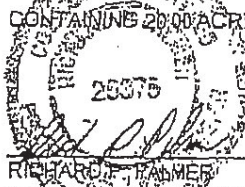
A CERTAIN TRACT OF LAND BEING A PORTION OF PARCEL C OF "THE CONSERVATION FUND" SURVEY MAP, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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NOTE: FOR THE PURPOSES OF THIS DESCRIPTION THE EASTERLY LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 33, SHALL BE ASSUMED TO BEAR S. 01° 04' 30" E.

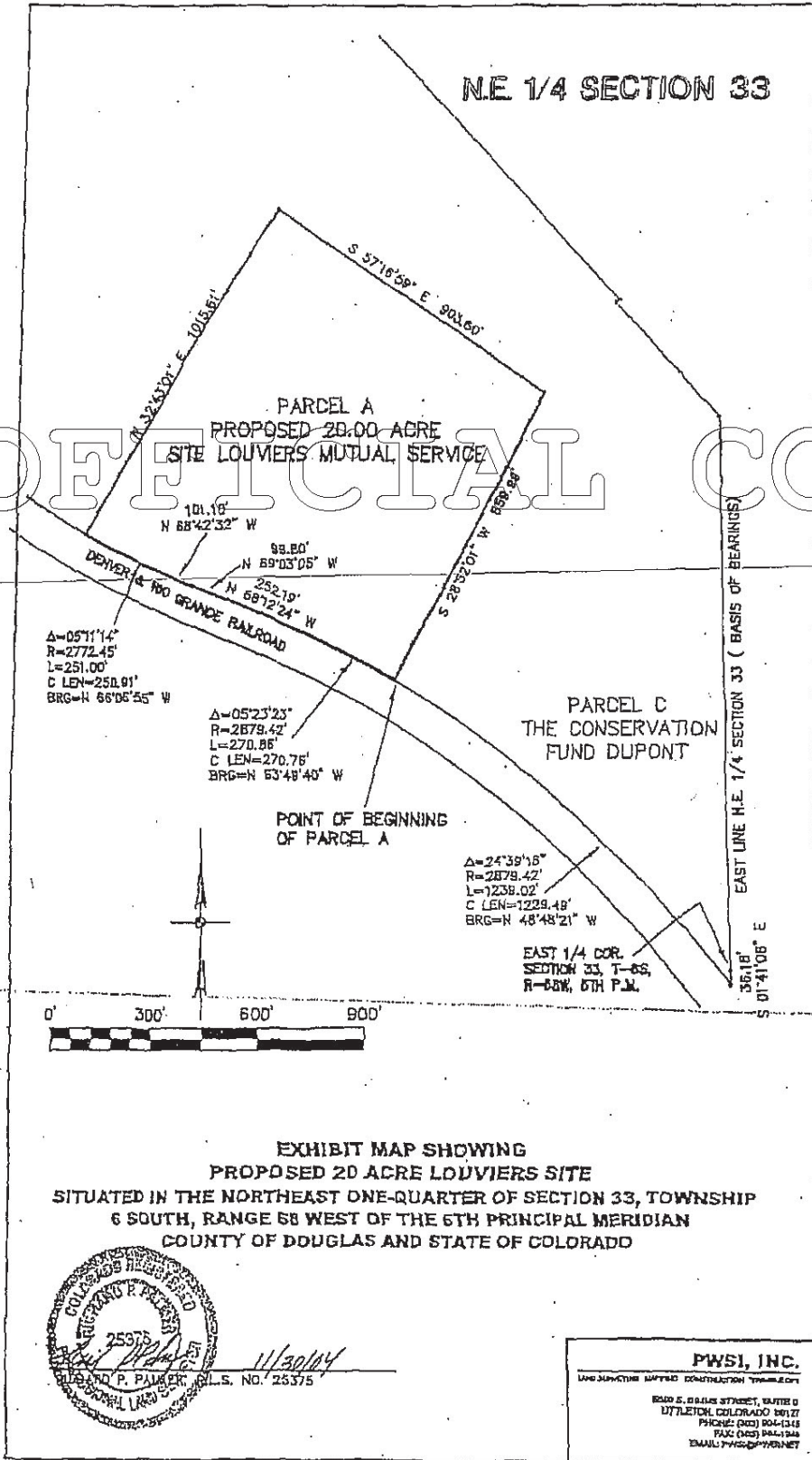
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER OF SECTION 33; THENCE S. 01° 41' 08" E., ALONG THE EAST LINE THEREOF, 36.18 FEET TO A POINT OF NON-TANGENT CURVATURE IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE DENVER & RIO GRANDE RAILROAD; THENCE NORTHERLY ALONG THE ARC OF A 2879.42 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24° 39' 16", AN ARC DISTANCE OF 1239.02, THE CHORD BEARS (N. 48° 48' 21" W., 1229.49 FEET) TO THE POINT OF BEGINNING OF THAT CERTAIN TRACT OF LAND TO BE DESCRIBED; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTHERLY RIGHT-OF-WAY LINES OF THE DENVER & RIO GRANDE RAILROAD; NORTHERLY CONTINUING ALONG SAID 2879.42 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 23' 23", AN ARC DISTANCE OF 270.86 FEET, THE CHORD BEARS (N. 63° 49' 40" W., 270.76 FEET) TO A POINT OF TANGENCY; THENCE N. 68° 12' 24" W., 252.19 FEET; THENCE N. 69° 03' 05" W., 99.80 FEET; THENCE N. 68° 42' 32" W., 101.10 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG THE ARC OF A 2772.45 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05° 11' 14", AN ARC DISTANCE OF 251.00 FEET, THE CHORD BEARS (N. 66° 06' 55" W., 250.91 FEET) TO A POINT OF NON-TANGENCY; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY THEREOF, N. 32° 43' 01" E., 1015.61 FEET; THENCE S. 57° 16' 59" E., 903.60 FEET; THENCE S. 28° 30' 00" W., 659.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.00 ACRES, MORE OR LESS.



11/30/04
DATE

RICHARD J. PALMER
COLORADO REGISTRATION NO. 25375



UNOFFICIAL COPY

EXHIBIT D

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into this ^{14th} day of November, 2006, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO, hereinafter referred to as "COUNTY", whose address is 100 Third Street, Castle Rock, Colorado 80104, and CIG MCLLC, whose address is 3033 East First Avenue, Suite 200, Denver, Colorado 80206, hereinafter referred to as "LICENSEE".

1. **PROPERTY LICENSED.** The property licensed for use pursuant to the terms of this License, which includes the land and any improvements or facilities thereon, is described on EXHIBIT "A", attached hereto and made a part hereof (hereinafter, the "Property"). EXHIBIT "A" identifies the general location of the wildlife enhancement berms and other improvements to be installed by Licensee on the Property ("Improvements"). The COUNTY hereby licenses the Property to LICENSEE for the purposes and term described herein.

The Property is subject to all easements and rights-of-way of record. After installation, the Improvements located within the Property shall be owned by the COUNTY and maintained by the LICENSEE.

2. **UTILITIES.** The LICENSEE covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on or in respect of the Improvements located on the Property during the term of this License or any renewal thereof.

3. **MAINTENANCE, REPAIR AND ALTERATIONS.** The LICENSEE covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property (other than the Improvements) without the prior written consent of the Director of Engineering Services, hereinafter "Engineer", and to keep the Property and all Improvements thereon in good repair at the expense of the LICENSEE; to keep the Property free from litter, dirt, debris and obstruction; and to surrender and deliver the Property in good order and condition upon the expiration or termination of this License, ordinary wear and tear excepted, and loss by fire, flood or Act of God excepted. In the event the COUNTY has to enter the Property to repair and maintain the Improvements in order to protect the integrity of the Property, the COUNTY shall charge all costs to the LICENSEE.

4. **USE.** The LICENSEE covenants and agrees that it shall utilize the Property for construction and maintenance of the Improvements and for no other purpose and not to use the Property or permit it to be used for purposes prohibited by the applicable laws of the United States, State of Colorado or any political subdivisions thereof.

5. **RE-ENTRY.** The LICENSEE covenants and agrees to permit the COUNTY or its duly authorized representatives to enter upon the Property at any reasonable hour of the day for the purpose of inspecting the same, making surveys, showing the Property to prospective licensees and to do such other acts and things as it deems necessary for the protection of its interest therein; provided that the COUNTY shall not grant any license to a third party to use the Property in a manner that conflicts with the license granted herein.

6. **NOTICE.** Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address hereinabove given. The Engineer shall be the representative of the COUNTY to accept or give any approval, notice or the like provided for hereunder. In the event the LICENSEE should change the address hereinabove given during the term of this License, the LICENSEE shall notify the COUNTY in writing of such change of address.

7. **NO COVENANT OF TITLE OR QUIET POSSESSION.** The rights granted herein are without covenant of title or warranty of quiet possession of the Property and no water or water rights are granted by this License.

8. **SUCCESSORS AND ASSIGNS.** This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

9. **ASSIGNMENT OR SUB-LEASE.** The LICENSEE covenants and agrees not to assign this License or any of the rights granted herein without first obtaining the written consent of the COUNTY.

10. PROPERTY TAKEN "AS IS". The LICENSEE understands and agrees that the Property is licensed "as is", and the LICENSEE is assuming responsibility for any loss, injury, death or damage that may result from any and all defects, be they obvious or hidden, that said Property may contain. The COUNTY makes no warranty, written or implied, that the Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property.

11. LIABILITY AND INDEMNIFICATION. The COUNTY shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures) during the term of this License or any renewal thereof. The LICENSEE hereby expressly agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney's fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of LICENSEE'S use and occupancy of the Property or LICENSEE'S failure to fulfill the terms and conditions of this License.

12. RESERVATION FOR BOARD USE. This License is made under and conformable to the provisions of all COUNTY regulations insofar as applicable. Said provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in this License. The COUNTY reserves the right to make full use of the Property as may be necessary or convenient, and the COUNTY retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient; provided that if it is reasonably foreseeable that the exercise of any such reserved or retained rights will adversely affect the LICENSEE'S installation, use or maintenance of the Improvements during the term of this License, the COUNTY shall first consult with the LICENSEE in good faith to determine means by which such adverse effects may be minimized. In addition, if the COUNTY desires to grant a conservation or similar easement or right covering all or any portion of the Property, then it shall so notify the LICENSEE in advance, and the LICENSEE shall have the right upon written notice to the COUNTY to elect to either (a) terminate this License together with all of the LICENSEE's rights and obligations hereunder accruing from and after the effective date of termination which shall be the effective date of the conservation or similar easement or right, or (b) request the COUNTY to ensure that the conservation or similar easement or right is made subject to the rights and obligations of the LICENSEE under the License for the duration of the term of the License.

13. TERMINATION.

a. After completion of the Improvements, this License may be terminated by the COUNTY at any time upon thirty (30) days written notice to the LICENSEE.

b. If default shall be made in any of the covenants or agreements herein contained to be kept by the LICENSEE, and such default shall not have been cured by the LICENSEE within five (5) days of receipt of the COUNTY's written notice of default, it shall be lawful for the COUNTY to enter into the said Property, or any part thereof, either with or without process of law, to terminate the interest of the LICENSEE or of any other person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor, and the said Property again to repossess and enjoy, as in the first and former estate of the COUNTY. If at any time the License shall be terminated as aforesaid or by any other means, the LICENSEE agrees to surrender and deliver up said Property peaceably to the COUNTY immediately upon termination, and if the LICENSEE shall remain in possession after termination, the LICENSEE shall be deemed guilty of a forcible detainer of said Property, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

14. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado.

15. RECORDABLE MEMORANDUM. At the request of the LICENSEE, the parties shall execute a memorandum of this License in recordable form, which the LICENSEE shall have the right to record in the official records of Douglas County.

16. SPECIAL PROVISIONS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

The parties hereto mutually agree to all the terms and provisions herein contained.

Executed on the day and year above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

APPROVED AS TO CONTENT:

BY: Melanie A. Worley
MELANIE A. WORLEY
Chair

DOJ
DOUGLAS J. DEBORD
County Administrator



ATTEST:

Mary A. Niblack
MARY A. NIBLACK, Deputy Clerk

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APPROVED AS TO FORM:

Kristin Decker
KRISTIN DECKER
Assistant County Attorney

CIG MC LLC

By: Candace Wickstrom
Candace Wickstrom
Title: Director of Corporate Development

ATTEST:

John F. Kwoeckel
Title: EVP of Sturm Group Inc.

**ACTION BY WRITTEN CONSENT OF
THE SOLE MEMBER AND MANAGER OF
CIG MC LLC**

The undersigned hereby certifies as follows:

1. It is the sole member (the "Member") and the sole manager (the "Manager") of CIG MC LLC, a Colorado limited liability company (hereinafter called the "Company"), entitled to vote with respect to the subject matter hereof.

2. The following resolutions are consented to by the undersigned as such Member and Manager as and for its act and the act of the Company in accordance with the Colorado Limited Liability Company Act:

RESOLVED, that the Member and the Manager of the Company do hereby adopt the following resolutions:

RESOLVED, that the following individuals are hereby elected to hold the offices set forth opposite their respective names until their respective successors shall be elected or appointed and shall qualify:

Title	Name
President and Secretary	Jerrold L. Glick
Vice President and Treasurer	Candace Wickstrom

and

RESOLVED, that all acts of the officers of the Company taken on behalf and in the name of the Company in the conduct of its business and affairs since the execution of the *Operating Agreement* be and the same are hereby approved, ratified and confirmed in all respects and particulars;

and

RESOLVED, that this certificate shall be deemed to be executed in lieu of a meeting of the Member or the Manager.

3. This certificate may be executed by facsimile signature, and a facsimile signature shall constitute an original signature.

4. The undersigned have executed this certificate as of July 24, 2006.

MEMBER AND MANAGER:

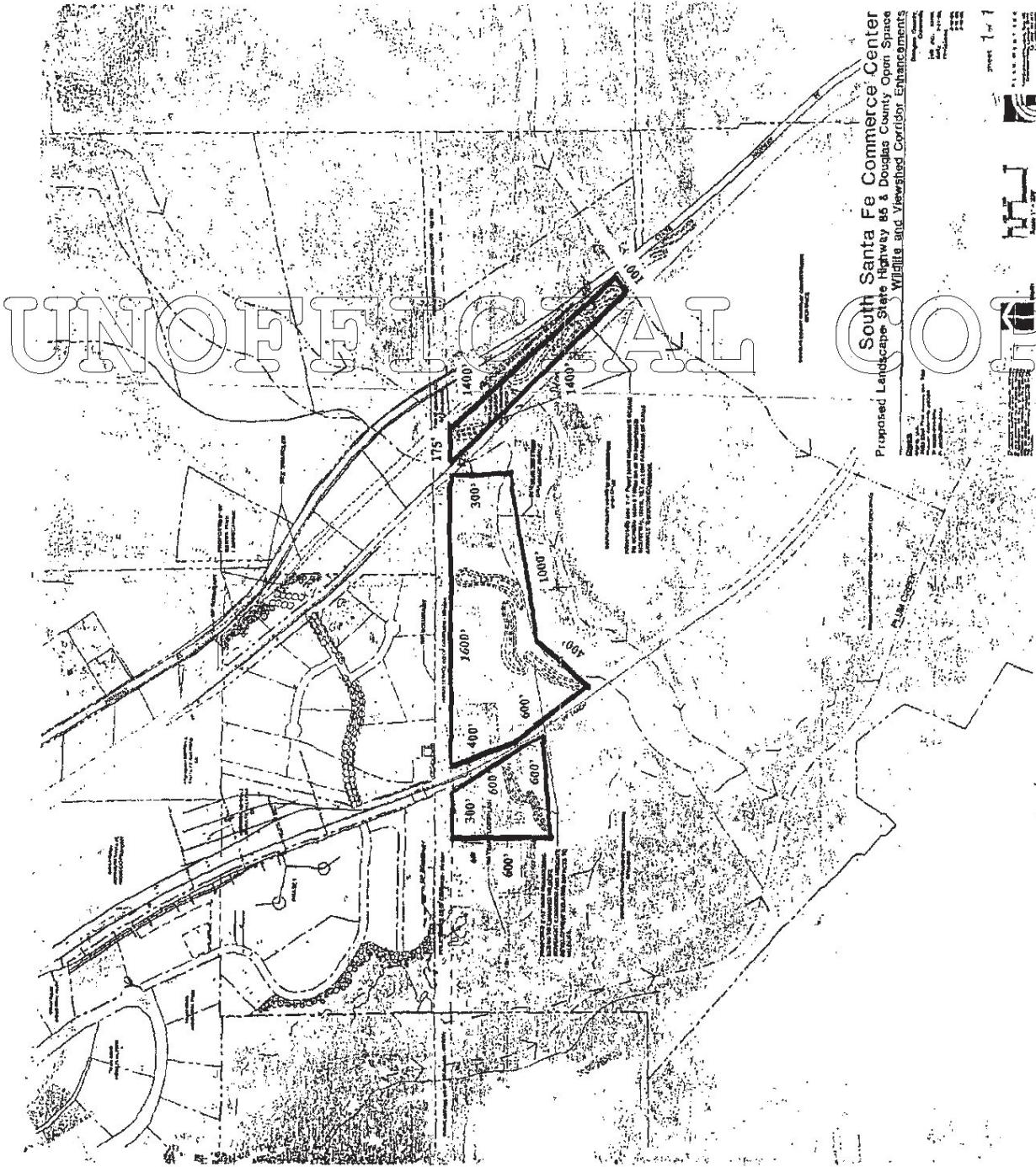
CIG LLC, a Delaware limited liability
company

By: 

Jerrold L. Glick, Manager

UNOFFICIAL COPY

EXHIBIT A



South Santa Fe Commerce Center
Proposed Landscape, State Highway 86 & Douglas County Open Space
Willilla and Viewshed Corridor Enhancements

DATE: 11/11/08
DRAWN BY: J. H. [unreadable]
CHECKED BY: [unreadable]
SCALE: AS SHOWN
SHEET: 1 of 1

Logos for various engineering and architectural firms, including one with a stylized 'E' and another with a stylized 'A'.

EXHIBIT "B"

- A No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure* and that any time limit shall be extended for the period of any delay resulting from any *force majeure*. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.
- B The LICENSEE, or the LICENSEE'S contractor, shall be required to obtain a Right-of-Way Use and Construction Permit and/or GESC Permit from the Engineer prior to the time of commencement of any work to be performed under this License.
- C The LICENSEE shall not erect or place any signs, signposts, billboards, light posts, light fixtures, trees, shrubs, flower beds or other landscaping, buildings or structures of any type on the Property, except those approved by the COUNTY.
- D Any repair or replacement of any COUNTY property made necessary because of the repair or maintenance of the Improvements shall be made at the sole expense of the LICENSEE and require a Right-of-Way Use and Construction Permit and/or GESC Permit from the Engineer.
- E In the event the COUNTY deems it necessary to repair, replace, remove or in any way maintain the street, drainage infrastructure, drainageways, or other appurtenances on the Property which will impact the Improvements, the COUNTY agrees to use due diligence in removal of materials to avoid unnecessary damage to the Improvements.
- F Upon abandonment or termination of any right or privilege herein granted, the right of the LICENSEE to that extent shall terminate, but its obligation to indemnify and save harmless the COUNTY its officers and employees, shall not terminate in any event for events which took place at the time of or prior to the abandonment or termination.
- G It is expressly agreed that in case of the LICENSEE'S breach of any of the within promises, the COUNTY may at its option, have specific performance thereof, sue for damages resulting from such breach, or take affirmative action to correct such breach and charge the LICENSEE for the cost thereof.
- H The LICENSEE shall adjust, modify or cease maintenance of the Improvements upon the request of the Engineer to prevent degradation of roadways, impairment of sight distance, to prevent a safety hazard or for any other public safety or health reason as reasonably determined by the Engineer.

- I. The LICENSEE shall obtain a GEBC Permit and shall comply with all requirements of the GEBC Manual, including submitting a letter of credit, prior to any construction activity required for the Improvements.
- J. No reliance of any land-use approvals for the Property on applications pending or proposed is given or implied by the approval of this License.
- K. The Director of Open Space and Natural Resources and The Conservation Fund shall be referral agencies for the purpose of reviewing the Improvements. The COUNTY and the LICENSEE shall give due consideration to any concerns raised by such referral agencies.

UNOFFICIAL COPY

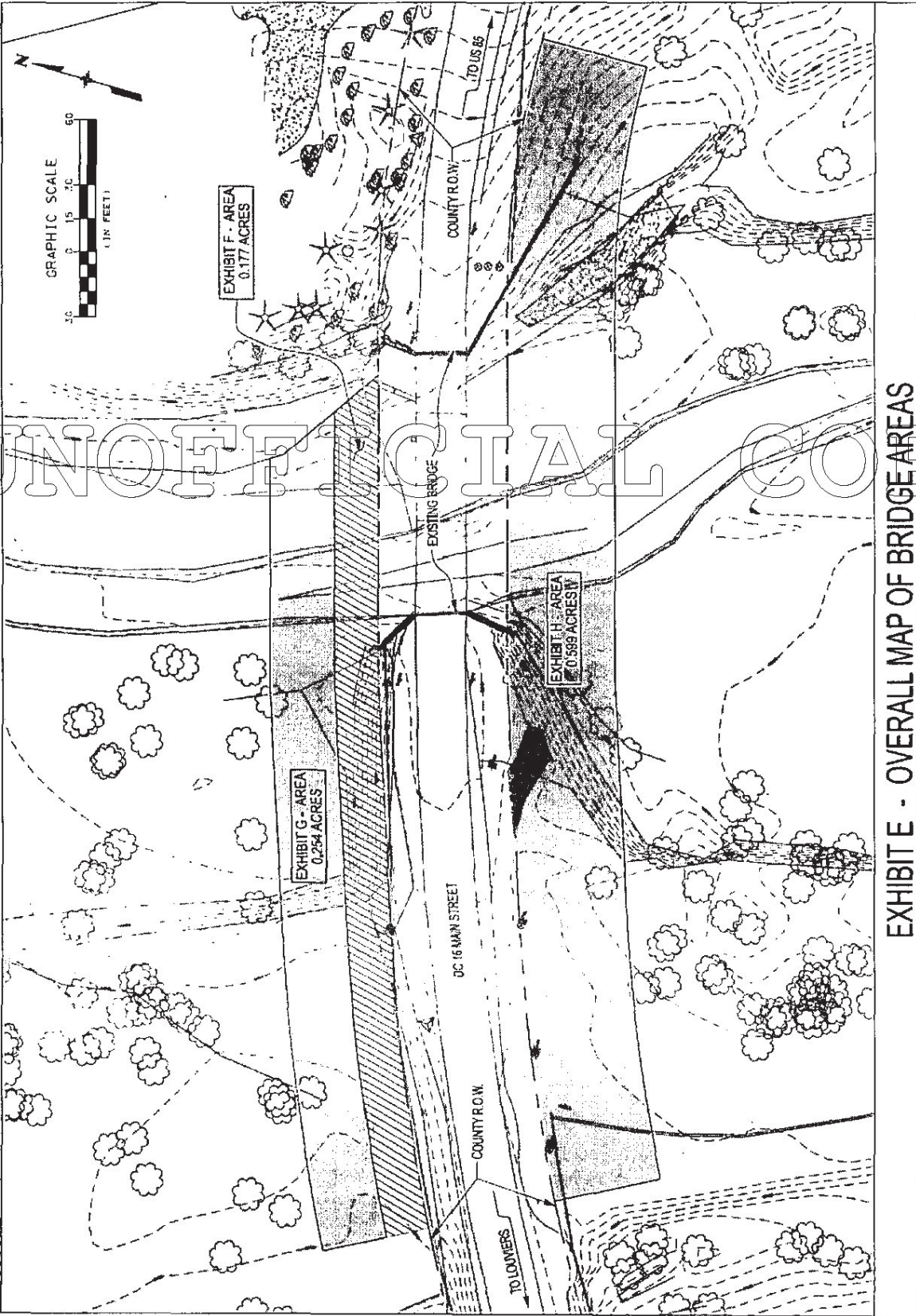


EXHIBIT E - OVERALL MAP OF BRIDGE AREAS



EXHIBIT F

SHEET 1 OF 2

visio
The vision
vertere
to transform
vertute
with extraordinary

EASEMENT DESCRIPTION

A 20 FOOT PERMANENT AREA SITUATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF PARCEL D-2, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NUMBER 02052033, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP, STAMPED "RLS 14057", WHENCE THE SOUTH SIXTEENTH CORNER OF SAID SECTION 33, AS MONUMENTED BY A RECOVERED 2" ALUMINUM CAP, STAMPED "PLS 14057", BEARS S00°13'56"E, A DISTANCE OF 1324.02 FEET, FORMING THE BASIS OF BEARING USED IN THIS DESCRIPTION WITH ALL BEARINGS BEING RELATIVE THERETO:

THENCE S70°07'22"W, A DISTANCE OF 1082.32 FEET TO THE SOUTHWEST CORNER OF LOUVIERS SUBDIVISION, FIRST AMENDMENT, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID PARCEL D-2 AND ALSO BEARS N46°56'39"W, A DISTANCE OF 1400.32 FEET FROM THE SOUTH SIXTEENTH CORNER OF SAID SECTION 33 AND ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL D-2 THE FOLLOWING THREE (3) COURSES:

- 1) S73°55'51"W, A DISTANCE OF 141.36 FEET;
- 2) S70°52'19"W, A DISTANCE OF 112.44 FEET TO A POINT OF CURVATURE;
- 3) ALONG A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08°44'56", A RADIUS OF 900.00 FEET AND AN ARC LENGTH OF 137.43 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, N27°52'37"W, A DISTANCE OF 20.00 FEET;

THENCE BEING PARALLEL WITH SAID SOUTHERLY LINE THE FOLLOWING THREE (3) COURSES:

- 1) ALONG A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08°44'56", A RADIUS OF 920.00 FEET AND AN ARC LENGTH OF 140.48 FEET;
- 2) N70°52'19"E, A DISTANCE OF 112.97 FEET;
- 3) N73°55'51"E, A DISTANCE OF 125.10 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOUVIERS SUBDIVISION, FIRST AMENDMENT;

THENCE ALONG SAID WESTERLY LINE, S56°05'39"E, A DISTANCE OF 26.12 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 7,698 SQUARE FEET OR 0.177 ACRES, MORE OR LESS.

ROBERT JOHNSTON, P.L.S. 38049
FOR AND BEHALF OF V3 COMPANIES, LTD
PROJ. D08030

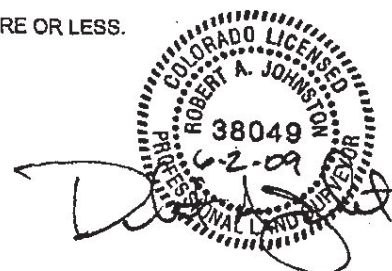
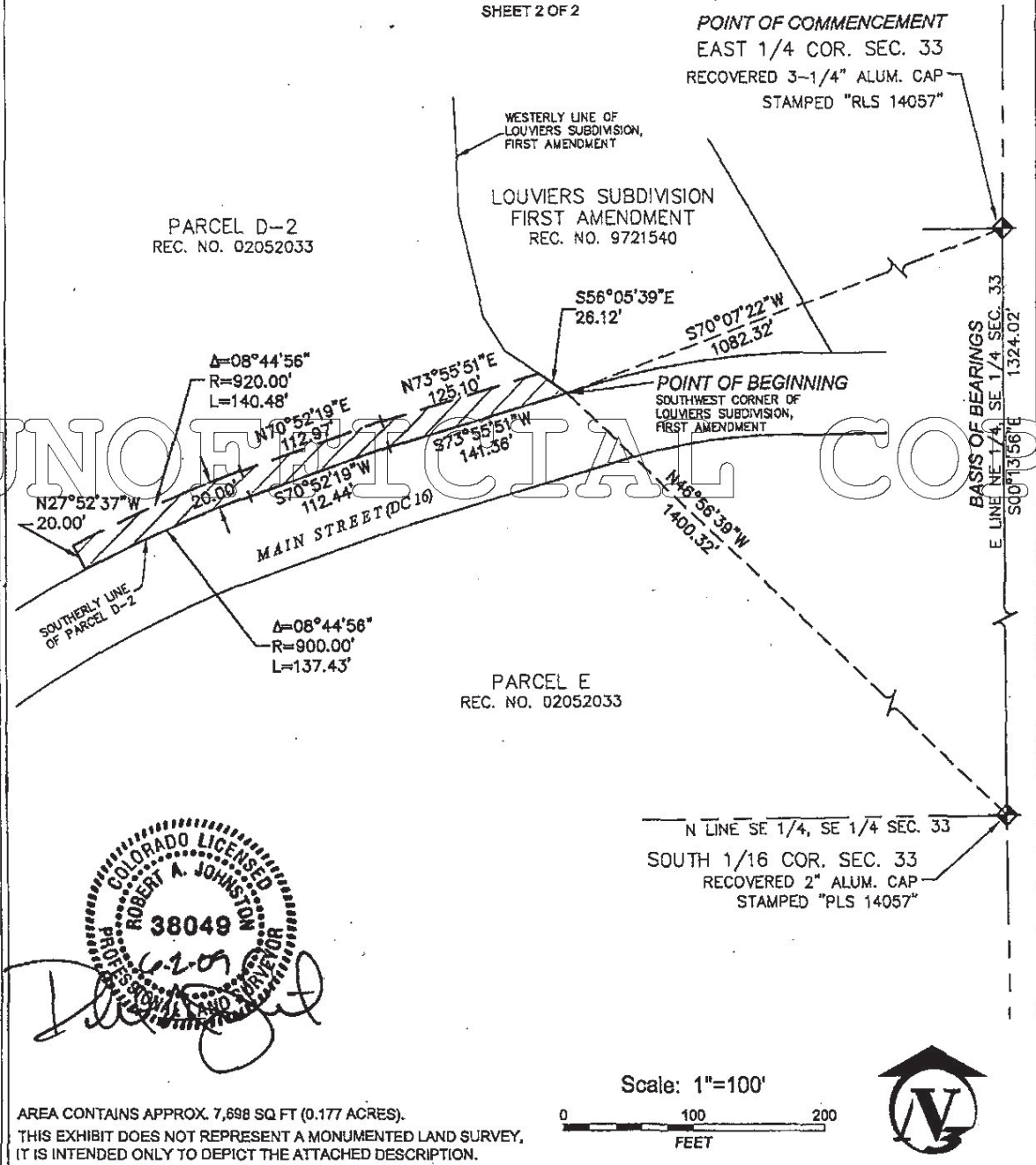


EXHIBIT F

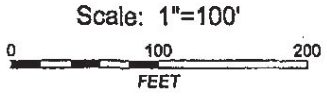
SHEET 2 OF 2



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COLORADO LICENSED
ROBERT A. JOHNSTON
38049
 PROFESSIONAL SURVEYOR

AREA CONTAINS APPROX. 7,698 SQ FT (0.177 ACRES).
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY,
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



2399 Blake Street, Suite 130
 Denver, CO 80205
 303.989.8588 voice
 303.989.9932 fax
 v3co.com

SE 1/4 SEC. 33, T6S, R68W OF THE 6TH P.M.
 TOWN OF LOUVIERS, COUNTY OF DOUGLAS,
 STATE OF COLORADO

PROJ. NO. D08030

06-02-2008



EXHIBIT G

SHEET 1 OF 2



EASEMENT DESCRIPTION

A 30 FOOT TEMPORARY CONSTRUCTION AREA SITUATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF PARCEL D-2, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NUMBER 02052033, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP, STAMPED "RLS 14057", WHENCE THE SOUTH SIXTEENTH CORNER OF SAID SECTION 33, AS MONUMENTED BY A RECOVERED 2" ALUMINUM CAP, STAMPED "PLS 14057", BEARS S00°13'56"E, A DISTANCE OF 1324.02 FEET, FORMING THE BASIS OF BEARING USED IN THIS DESCRIPTION WITH ALL BEARINGS BEING RELATIVE THERETO;
THENCE S70°07'22"W, A DISTANCE OF 1082.32 FEET TO THE SOUTHWEST CORNER OF LOUVIERS SUBDIVISION, FIRST AMENDMENT, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID PARCEL D-2 AND ALSO BEARS N46°56'39"W, A DISTANCE OF 1400.32 FEET FROM THE SOUTH SIXTEENTH CORNER OF SAID SECTION 33;
THENCE ALONG THE WESTERLY LINE OF SAID LOUVIERS SUBDIVISION, FIRST AMENDMENT, N56°05'39"W, A DISTANCE OF 26.12 FEET TO THE NORTHEAST CORNER OF A 20' PERMANENT EASEMENT TO BE RECORDED CONCURRENTLY WITH THIS DOCUMENT, VIA SEPARATE INSTRUMENT AND ALSO BEING THE **POINT OF BEGINNING**:

THENCE ALONG THE NORTHERLY LINE OF SAID 20' PERMANENT EASEMENT THE FOLLOWING THREE (3) COURSES AND BEING PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL D-2:

- 1) S73°55'51"W, A DISTANCE OF 125.10 FEET;
- 2) S70°52'19"W, A DISTANCE OF 112.97 FEET TO A POINT OF CURVATURE;
- 3) ALONG A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08°44'56", A RADIUS OF 900.00 FEET AND AN ARC LENGTH OF 140.48 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, N27°52'37"W, A DISTANCE OF 30.00 FEET; THENCE BEING PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL D-2 THE FOLLOWING THREE (3) COURSES:

- 1) ALONG A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08°44'56", A RADIUS OF 950.00 FEET AND AN ARC LENGTH OF 145.06 FEET;
- 2) N70°52'19"E, A DISTANCE OF 113.77 FEET;
- 3) N73°55'51"E, A DISTANCE OF 104.27 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOUVIERS SUBDIVISION, FIRST AMENDMENT;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1) S32°53'02"E, A DISTANCE OF 6.93 FEET;
- 2) S56°05'39"E, A DISTANCE OF 30.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 11,083 SQUARE FEET OR 0.254 ACRES, MORE OR LESS.

ROBERT JOHNSTON, P.L.S., 38049
FOR AND BEHALF OF V3 COMPANIES, LTD
PRQJ. D08030

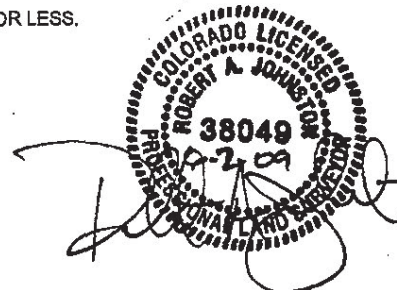
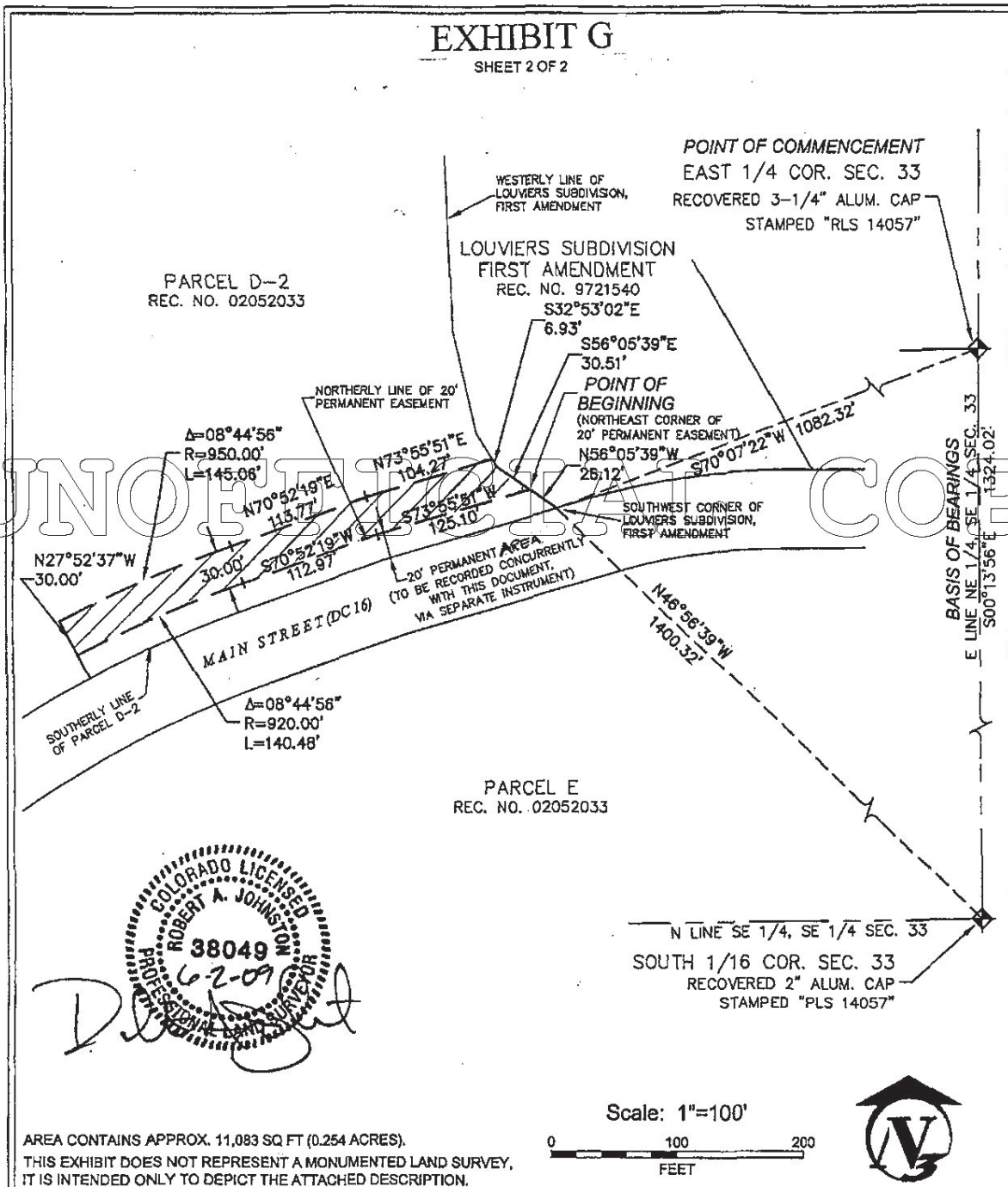


EXHIBIT G

SHEET 2 OF 2



PARCEL D-2
REC. NO. 02052033

LOUVIERS SUBDIVISION
FIRST AMENDMENT
REC. NO. 9721540

POINT OF COMMENCEMENT
EAST 1/4 COR. SEC. 33
RECOVERED 3-1/4" ALUM. CAP
STAMPED "RLS 14057"

S56°05'39"E
30.51'

POINT OF BEGINNING
(NORTHEAST CORNER OF
20' PERMANENT EASEMENT)

N56°05'39"W
25.12'

SOUTHWEST CORNER OF
LOUVIERS SUBDIVISION,
FIRST AMENDMENT

BASIS OF BEARINGS
E LINE NE 1/4, SE 1/4 SEC. 33
S00°13'56"E
1321.02'

N LINE SE 1/4, SE 1/4 SEC. 33
SOUTH 1/16 COR. SEC. 33
RECOVERED 2" ALUM. CAP
STAMPED "PLS 14057"

PARCEL E
REC. NO. 02052033



Scale: 1"=100'



AREA CONTAINS APPROX. 11,083 SQ FT (0.254 ACRES).
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY,
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



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SE 1/4 SEC. 33, T6S, R68W OF THE 6TH P.M.
TOWN OF LOUVIERS, COUNTY OF DOUGLAS,
STATE OF COLORADO

PROJ. NO. D08030

06-02-2009



EXHIBIT H

SHEET 1 OF 2



EASEMENT DESCRIPTION

A 50 FOOT TEMPORARY CONSTRUCTION AREA SITUATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF PARCEL E, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN THE DOUGLAS COUNTY RECORDER'S OFFICE AT RECEPTION NUMBER 02052033, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP, STAMPED "RLS 14057", WHENCE THE SOUTH SIXTEENTH CORNER OF SAID SECTION 33, AS MONUMENTED BY A RECOVERED 2" ALUMINUM CAP, STAMPED "PLS 14057", BEARS S00°13'56"E, A DISTANCE OF 1324.02 FEET, FORMING THE BASIS OF BEARING USED IN THIS DESCRIPTION WITH ALL BEARINGS BEING RELATIVE THERETO:

THENCE S70°07'22"W, A DISTANCE OF 1082.32 FEET TO THE SOUTHWEST CORNER OF LOUVIERS SUBDIVISION, FIRST AMENDMENT;

THENCE BEING PERPENDICULAR TO THE NORTHERLY LINE OF SAID PARCEL E, S16°04'19"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL E AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES:

- 1) N73°55'41"E, A DISTANCE OF 35.56 FEET TO A POINT OF CURVATURE;
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°10'58", A RADIUS OF 420.00 FEET, AN ARC LENGTH OF 111.30 FEET, THE CHORD OF WHICH BEARS N81°31'36"E, A DISTANCE OF 110.97 FEET;
- 3) N89°06'49"E, A DISTANCE OF 8.20 FEET

THENCE DEPARTING SAID NORTHERLY LINE, S00°53'11"E, A DISTANCE OF 50.00 FEET;

THENCE BEING PARALLEL WITH SAID NORTHERLY LINE THE FOLLOWING FIVE (5) COURSES:

- 1) S89°06'49"W, A DISTANCE OF 8.20 FEET TO A POINT OF CURVATURE;
- 2) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°10'58", A RADIUS OF 370.00 FEET, AN ARC LENGTH OF 98.05 FEET, THE CHORD OF WHICH BEARS S81°31'36"W, A DISTANCE OF 97.76 FEET;
- 3) S73°55'41"W, A DISTANCE OF 173.97 FEET;
- 4) S70°52'30"W, A DISTANCE OF 109.50 FEET TO A POINT OF CURVATURE ;
- 5) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08°43'58", A RADIUS OF 790.00 FEET, AN ARC LENGTH OF 120.41 FEET, THE CHORD OF WHICH BEARS S66°30'20"W, A DISTANCE OF 120.29 FEET;

THENCE N27°51'39"W, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL E;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08°43'58", A RADIUS OF 840.00 FEET, AN ARC LENGTH OF 128.03 FEET, THE CHORD OF WHICH BEARS N66°30'20"E, A DISTANCE OF 127.91 FEET;
- 2) N70°52'30"E, A DISTANCE OF 110.84 FEET;
- 3) N73°55'41"E, A DISTANCE OF 139.75 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 26,095 SQUARE FEET OR 0.599 ACRES, MORE OR LESS.

ROBERT JOHNSTON, P.L.S. 38049
FOR AND BEHALF OF V3 COMPANIES, LTD
PROJ. D08030

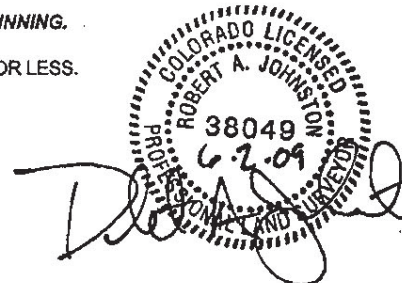


EXHIBIT H

SHEET 2 OF 2

POINT OF COMMENCEMENT
EAST 1/4 COR. SEC. 33
RECOVERED 3-1/4" ALUM. CAP
STAMPED "RLS 14057"

PARCEL D-2
REC. NO. 02052033

LOUVIERS SUBDIVISION
FIRST AMENDMENT
REC. NO. 9721540

SOUTHWEST CORNER OF
LOUVIERS SUBDIVISION,
FIRST AMENDMENT

$\Delta=08^{\circ}43'58''$
 $R=840.00'$
 $L=128.03'$
 $CHB=N66^{\circ}30'20''E$
 $CHD=127.91'$

POINT OF BEGINNING

$S70^{\circ}07'22''W$
1082.32'

NORTHERLY LINE OF PARCEL E
 $N89^{\circ}06'49''E$
8.20'

BASIS OF BEARINGS
E LINE NE 1/4, SE 1/4 SEC. 33
 $S00^{\circ}13'56''E$
1324.02'

MAIN STREET (DC 16)
 $N70^{\circ}52'30''E$
110.64'

$N73^{\circ}55'41''E$
139.75'

$S00^{\circ}53'11''E$
50.00'

$S89^{\circ}06'49''W$
8.20'

$N27^{\circ}51'39''W$
50.00'

$\Delta=08^{\circ}43'58''$
 $R=790.00'$
 $L=120.41'$
 $CHB=S86^{\circ}30'20''W$
 $CHD=120.29'$

$\Delta=15^{\circ}10'58''$
 $R=420.00'$
 $L=111.30'$
 $CHB=N81^{\circ}31'36''E$
 $CHD=110.97'$

PARCEL E
REC. NO. 02052033

$\Delta=15^{\circ}10'58''$
 $R=370.00'$
 $L=98.05'$
 $CHB=S81^{\circ}31'36''W$
 $CHD=97.76'$

$N46^{\circ}06'39''W$
1400.32'

N LINE SE 1/4, SE 1/4 SEC. 33
SOUTH 1/16 COR. SEC. 33
RECOVERED 2" ALUM. CAP
STAMPED "PLS 14057"

COLORADO LICENSED
PROFESSIONAL LAND SURVEYOR
ROBERT A. JOHNSTON
38049
6-2-09

Scale: 1"=100'



AREA CONTAINS APPROX. 26,095 SQ FT (0.599 ACRES).
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