

## **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 22nd day of September, 2009, by and between NELSON RANCH INVESTMENTS, LLC, a Colorado limited liability company, whose address is 8065 Brandon Drive, Littleton, CO 80125 ("Grantor") and 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 ("Grantee"), collectively the "Parties" under the following recitals.

### **Recitals:**

A. Grantor is the owner of a certain parcel of real property located in the County of Douglas (the "County"), State of Colorado, more particularly described in Exhibit A attached hereto and incorporated herein by this reference and commonly known as Nelson Ranch (the "Grantor Property").

B. Grantor and Grantee are parties to that certain Settlement Agreement dated as of September 22, 2009 (the "Settlement Agreement"), whereby Grantee and Grantor agreed that Grantor would grant an emergency evacuation easement across a portion of the Grantor Property to provide an emergency evacuation road between the Roxborough Park area and State Highway 67 in Douglas County, Colorado.

C. Grantee desires to obtain an emergency evacuation easement across a portion of the Grantor Property and Grantor desires to grant an emergency evacuation easement to the Grantee on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Subject to any express conditions, limitations or reservations contained herein, Grantor grants the following non-exclusive easement in favor of Grantee over and across that portion of the Grantor Property as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area") solely for the Permitted Uses (as hereinafter defined) and no other purpose.

2. Permitted Uses. Grantee shall be entitled to use the Easement Area and the private road located thereon for: (i) emergency ingress and egress; (ii) the construction, maintenance and repair of an emergency access road, with any necessary variances granted thereto by the County Engineer, but substantially having a twenty-four (24) foot gravel road surface, four (4) foot gravel shoulders, with the gravel at least six (6) inches thick of a quality meeting or exceeding County criteria at the date of this Agreement unless stipulated in writing by the Grantor, without curbs and gutters and with roadside ditches consistent with a ditch type I section as shown on SP.32a within the Douglas County Roadway Design and Construction Standards (the "Roadway"), and otherwise meeting County standards as of the date of this Agreement,

including the private roadway standards set forth in the Douglas County Wildfire Mitigation Standards currently in effect, and in accordance with the requirements set forth in the Settlement Agreement (the "Permitted Uses"). The Roadway is intended for use by Grantor, its successors, assigns, guests and invitees, including future residents of homes to be located on the Grantor Property, as a private road for year-round access to the Grantor Property, or any portion thereof, subject to the obligations and benefits set forth in the Settlement Agreement, and by Grantee for an emergency ingress and egress route primarily during wildfire danger evacuations but may also be used and maintained for other types of emergencies as the need arises. Grantee may also use the Roadway for access to the County road known as "DC5", which is located adjacent to and northwest of the Roadway, for necessary construction and maintenance of DC5, provided, however that, any damage caused by Grantee's use of the Roadway shall be promptly repaired by Grantee.

3. Right to Relocate. If during the construction of the Roadway, Grantee encounters natural conditions and/or hazards not known or not adequately understood at the time of the Effective Date, Grantee may, upon written notice to Grantor, seek approval from Grantor to adjust the alignment or grade of the Easement Area to avoid such conditions and/or hazards. Grantor may approve such adjustments in writing in its reasonable discretion which shall not be unreasonably delayed or withheld. In the event such adjustments are approved, upon completion of construction, Grantee, at its sole cost and expense, shall cause a new legal description of the Easement Area to be prepared, and an amendment to this Agreement shall be executed incorporating the new legal description and recorded at the sole cost of the Grantee.

4. Maintenance/Costs. Grantee covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained, within its reasonable discretion and as it deems necessary and appropriate at its expense the Easement Area in good order, condition and repair, including as Grantee deems necessary, maintenance of all roadside ditches, culverts, erosion control infrastructure, drainage swales, rip rap, and any other Roadway Improvements, without contribution from Grantor for its intended use by Grantee as an emergency ingress and egress route primarily for wildfire evacuation at times when such danger is considered high but also for any other type of emergency access deemed appropriate by Grantee within its reasonable discretion. Grantee, at its sole cost and expense, shall maintain or cause to be maintained access to and throughout the Easement Area for this stated intended purpose and for any other emergency purpose deemed necessary by Grantee. Grantee, at its sole cost and expense and within its reasonable discretion, shall maintain the Easement Area and any improvements thereon, to such level as necessary to allow necessary and appropriate emergency access similar to other emergency access roadways located in the County. If Grantor believes any additional level of maintenance is necessary for any other use, including its use as a private road, Grantor may perform such maintenance at its own cost and expense so long as such maintenance does not interfere with Grantee's use of the Roadway for the Permitted Uses set forth in this Agreement.

5. No Public Rights. No rights (including, without limitation, access or rights to stop or otherwise assemble) to the Easement Area or otherwise are granted by Grantor to the public in this Agreement. Grantor does not convey any right to the public to stop or otherwise assemble on the Easement Property. The Easement Area is not a road open to the public except in the event of an emergency.

6. No Interference with Grantor's Rights to Private Road. Nothing in this Agreement shall limit: (i) Grantor's use of the Roadway for private road purposes, including but not limited to, access to existing structures on the Grantor Property, or any portion thereof, and access to future structures and potential future development on the Grantor Property; or (ii) the authority of the staff or other boards or commissions of Grantee to issue an access permit or other required permit or approval to allow access to the Roadway, as a private road, from Rainbow Creek Road. Grantor reserves the right to grant easements within the Easement Area and across the Roadway for private road access to future owners of the Grantor Property, or any portion thereof, and for any other purpose that does not interfere with Grantee's use of the Roadway for the Permitted Uses set forth in this Agreement. Grantee acknowledges and agrees that the Roadway meets the necessary requirements to allow Grantor, and its successors and assigns, including future residents of homes located on the Grantor Property, to obtain one (1) or more building permits for single family residences on the Grantor Property, or any portion thereof.

7. Condemnation. In the event of any eminent domain proceedings initiated by or on behalf of Grantee for any property adjacent to the Easement Area (or settlement pursuant thereto): (a) Grantee shall not claim or declare any fee interest in and to the Easement Area; (b) Grantee shall make no claim against the award or compensation accruing out of or resulting from such event; and (c) the condemning authority shall make no reduction in value of Grantor's estate as a result of this Agreement.

8. No Liability. Grantor shall not be liable to Grantee for injury or damages occurring on the Easement Area or arising out of the construction, maintenance, or repair of the Roadway within the Easement Area unless due solely to the gross negligence or intentional act of the Grantor. Any liability or claim of liability against Grantee shall not exceed an amount equal to any limits set forth in the Colorado Governmental Immunity Act now existing or as may hereafter be amended, nor confer any rights or benefits on any person or activity not a party to this Agreement. Grantee does not waive or intend to waive the immunities or limitations on liability which are provided to it under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. Nothing contained in this Section shall be construed to limit or otherwise waive either party's right to enforce the provisions of this Agreement. This provision shall expressly survive termination of the Agreement.

9. Binding Nature. The terms of this Agreement set forth herein shall run with the land and shall be binding upon the parties, their agents, lessees and assigns, representatives and all other parties who may hereafter acquire an interest in this Agreement or any part thereof.

10. Modifications. This Agreement shall not be modified or amended except by an instrument in writing executed by Grantee and the record owners of the Grantor Property.

11. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Grantor and the Grantee, and supersedes any prior oral or written agreements relating to this transaction.

12. Choice of Law. This Agreement shall be governed by the laws of the State of Colorado and venue shall be proper in the District Court in Douglas County, Colorado.

13. Severability. If any clause, sentence or portion of the terms, conditions, covenants and provisions of this Agreement is deemed illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect so long as the intent of this Agreement remains unaffected.

14. Captions. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

15. Annual Appropriation. No provision of this Agreement is intended to expend any money or incur any liability in excess of the amount appropriated for this Agreement. The amount of money appropriated for fiscal year 2009 is six hundred thousand dollars (\$600,000.00). If any provision of this Agreement shall or could extend into a subsequent fiscal year, then any such expense or liability is subject to future annual appropriation.

(SIGNATURE PAGES TO FOLLOW)

GRANTEE:

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

By: Jack A. Hilbert

JACK A. HILBERT, Chair

ATTEST: Melissa Pelletier, Deputy Clerk



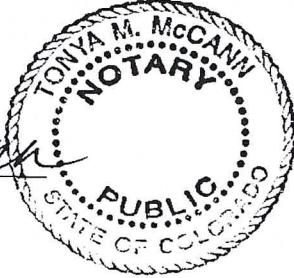
STATE OF COLORADO)  
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September 2009, by Jack A. Hilbert as Chair and Melissa Pelletier as Deputy Clerk, of the Board of County Commissioners of the County of Douglas, State of Colorado.

WITNESS my hand and official seal.

My commission expires: Oct 12, 2011

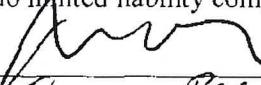
Tonya M. McCann  
Notary Public



IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

GRANTOR:

NELSON RANCH INVESTMENTS, LLC,  
a Colorado limited liability company

By: 

Name: Thomas Barenberg  
Title: manager

STATE OF Colorado,  
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September,  
2009, by Thomas Barenberg as Manager of NELSON RANCH INVESTMENTS, LLC, a  
Colorado limited liability company on behalf of the company.

WITNESS my hand and official seal.

My commission expires: 11/26/2011

LAVONNE L. BERNHART  
NOTARY PUBLIC, STATE OF COLORADO  
Notary Public



**EXHIBIT A TO EASEMENT AGREEMENT**

**(The Grantor Property)**

**NELSON RANCH BOUNDARY LEGAL DESCRIPTION:**

**PARCEL 1:**

THE NORTHWEST ONE QUARTER AND THE NORTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

EXCEPTING THEREFROM THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29, EXCEPT THE NORTHWEST 80.00 FEET

ALSO EXCEPTING THEREFROM THE NORTHERLY 105.63 FEET OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29.

ALSO EXCEPTING THEREFROM THE LAND DESCRIBED IN THE DEEDS TO THE THUNDERBIRD WATER & SANITATION DISTRICT RECORDED MARCH 12, 1973 IN BOOK 243 AT PAGE 378 AND RECORDED JANUARY 8, 1986 IN BOOK 618 AT PAGE 204, RECORDS OF DOUGLAS COUNTY, COLORADO.

**PARCEL 2:**

THE NORTHEAST ONE-QUARTER; THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; THE SOUTHWEST ONE-QUARTER; THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

**PARCEL 3:**

THE WEST ONE-HALF; THE WEST ONE HALF OF THE SOUTHEAST ONE-QUARTER AND THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER LYING SOUTHWESTERLY OF A STRAIGHT LINE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

**PARCEL 4:**

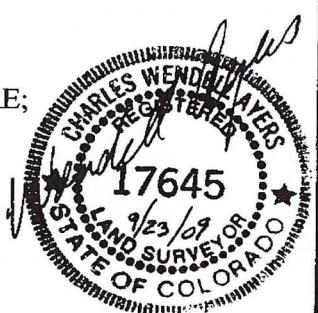
THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, EXCEPT THE NORTHERLY 80.00 FEET, TOGETHER WITH THE NORTHERLY 105.63 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

SAID PARCELS CONTAIN 48,770,106 SQUARE FEET (1,119.61 ACRES) MORE OR LESS.

**EXHIBIT B TO EASEMENT AGREEMENT**  
**(The Easement Area)**  
**ACCESS, DRAINAGE AND UTILITY EASEMENT**

**DESCRIPTION OF A 10.25 ACRE ACCESS, DRAINAGE AND UTILITY EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 29 AND THE NORTH HALF OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29 BEARS S89 03'39"W, A DISTANCE OF 2,647.58 FEET; THENCE S51 01'08"W A DISTANCE OF 177.06 FEET TO THE POINT OF BEGINNING; THENCE S 22°02'47" E A DISTANCE OF 101.58 FEET TO A POINT; THENCE S 67°57'13" W A DISTANCE OF 40.34 FEET TO A POINT; THENCE N 22°02'47" W A DISTANCE OF 13.29 FEET TO A POINT; THENCE S 80°47'38" W A DISTANCE OF 33.29 FEET TO A POINT; THENCE S 59°18'55" W A DISTANCE OF 344.06 FEET TO A POINT; THENCE S 42°34'32" E A DISTANCE OF 74.43 FEET TO A POINT; THENCE S 47°25'29" W A DISTANCE OF 43.66 FEET TO A POINT; THENCE N 42°34'32" W A DISTANCE OF 83.63 FEET TO A POINT; THENCE S 59°18'55" W A DISTANCE OF 7.47 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 21°09'14"; AN ARC LENGTH OF 138.45 FEET TO A NON-TANGENT POINT OF TANGENCY; THENCE S 81°45'53" E A DISTANCE OF 73.16 FEET TO A POINT; THENCE S 08°14'07" W A DISTANCE OF 41.97 FEET TO A POINT; THENCE N 81°45'53" W A DISTANCE OF 93.95 FEET TO A POINT; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 06°12'47"; AN ARC LENGTH OF 40.66 FEET, WHOSE CHORD BEARS S 27°53'40" W A CHORD LENGTH OF 40.64 FEET TO A POINT OF TANGENCY; THENCE S 24°47'16" W A DISTANCE OF 339.56 FEET TO A POINT; THENCE S 79°02'06" E A DISTANCE OF 37.94 FEET TO A POINT; THENCE S 10°57'54" W A DISTANCE OF 43.66 FEET TO A POINT; THENCE N 79°02'06" W A DISTANCE OF 48.68 FEET TO A POINT; THENCE S 24°47'16" W A DISTANCE OF 205.08 FEET TO A POINT; THENCE S 73°11'11" E A DISTANCE OF 50.13 FEET TO A POINT; THENCE S 16°48'49" W A DISTANCE OF 43.66 FEET TO A POINT; THENCE N 73°11'11" W A DISTANCE OF 56.25 FEET TO A POINT; THENCE S 24°47'16" W A DISTANCE OF 48.95 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 57°07'35"; AN ARC LENGTH OF 603.21 FEET TO A POINT OF TANGENCY; THENCE S 81°54'51" W A DISTANCE OF 383.46 FEET TO A POINT; THENCE S 08°05'21" E A DISTANCE OF 43.19 FEET TO A POINT; THENCE S 81°54'39" W A DISTANCE OF 44.00 FEET TO A POINT; THENCE N 08°05'21" W A DISTANCE OF 43.19 FEET TO A POINT; THENCE S 81°54'51" W A DISTANCE OF 354.19 FEET TO A POINT OF CURVATURE;**



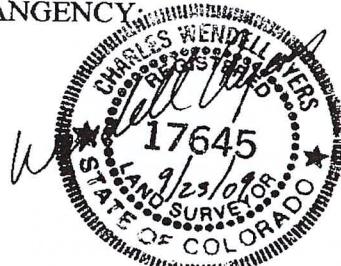
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF  $20^{\circ}02'49''$ ; AN ARC LENGTH OF 145.20 FEET TO A POINT OF TANGENCY; THENCE S  $61^{\circ}52'02''$  W A DISTANCE OF 129.87 FEET TO A POINT; THENCE S  $28^{\circ}07'58''$  E A DISTANCE OF 36.02 FEET TO A POINT; THENCE S  $61^{\circ}52'02''$  W A DISTANCE OF 40.00 FEET TO A POINT; THENCE N  $28^{\circ}07'58''$  W A DISTANCE OF 36.02 FEET TO A POINT; THENCE S  $61^{\circ}52'02''$  W A DISTANCE OF 912.26 FEET TO A POINT OF TANGENCY; THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF  $28^{\circ}49'09''$ ; AN ARC LENGTH OF 163.47 FEET TO A POINT OF TANGENCY; THENCE N  $89^{\circ}18'49''$  W A DISTANCE OF 195.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF  $20^{\circ}21'51''$ ; AN ARC LENGTH OF 186.60 FEET TO A POINT OF TANGENCY; THENCE N  $68^{\circ}56'58''$  W A DISTANCE OF 17.31 FEET TO A POINT; THENCE S  $00^{\circ}22'16''$  W A DISTANCE OF 30.20 FEET TO A POINT; THENCE N  $89^{\circ}37'44''$  W A DISTANCE OF 61.13 FEET TO A POINT; THENCE N  $35^{\circ}55'55''$  W A DISTANCE OF 47.60 FEET TO A POINT; THENCE N  $60^{\circ}10'44''$  W A DISTANCE OF 29.14 FEET TO A POINT; THENCE N  $64^{\circ}20'07''$  W A DISTANCE OF 41.01 FEET TO A POINT; THENCE N  $56^{\circ}25'04''$  W A DISTANCE OF 52.12 FEET TO A POINT; THENCE N  $48^{\circ}25'19''$  W A DISTANCE OF 69.78 FEET TO A POINT; THENCE N  $40^{\circ}38'52''$  W A DISTANCE OF 91.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF  $31^{\circ}47'02''$ ; AN ARC LENGTH OF 291.24 FEET TO A POINT OF TANGENCY; THENCE N  $08^{\circ}51'50''$  W A DISTANCE OF 145.52 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF  $64^{\circ}09'17''$ ; AN ARC LENGTH OF 307.92 FEET TO A POINT OF TANGENCY; THENCE N  $73^{\circ}01'07''$  W A DISTANCE OF 179.85 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF  $13^{\circ}30'55''$ ; AN ARC LENGTH OF 53.07 FEET TO A NON-TANGENT POINT; THENCE N  $59^{\circ}30'12''$  W A DISTANCE OF 2.35 FEET TO A POINT; THENCE S  $65^{\circ}39'26''$  W A DISTANCE OF 49.04 FEET TO A POINT; THENCE N  $22^{\circ}44'06''$  W A DISTANCE OF 66.98 FEET TO A POINT; THENCE N  $59^{\circ}30'12''$  W A DISTANCE OF 66.56 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF  $68^{\circ}58'06''$ ; AN ARC LENGTH OF 210.65 FEET TO A POINT OF TANGENCY; THENCE S  $51^{\circ}31'42''$  W A DISTANCE OF 293.09 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF  $20^{\circ}15'14''$ ; AN ARC LENGTH OF 79.54 FEET TO A NON-TANGENT POINT; THENCE S  $60^{\circ}03'46''$  W A DISTANCE OF 58.91 FEET TO A POINT; THENCE S  $04^{\circ}31'34''$  W A DISTANCE OF 23.25 FEET TO A POINT; THENCE N  $85^{\circ}28'26''$  W A DISTANCE OF 48.86 FEET TO A POINT; THENCE N  $04^{\circ}31'34''$  E A DISTANCE OF 17.21 FEET TO A POINT; THENCE N  $61^{\circ}06'49''$  W A DISTANCE OF 105.43 FEET TO A NON-TANGENT POINT OF CURVATURE;



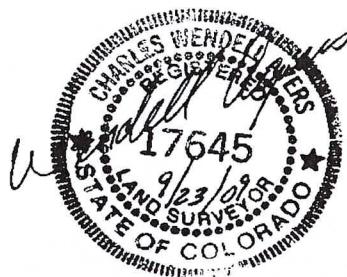
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF  $18^{\circ}49'46''$ ; AN ARC LENGTH OF 188.96 FEET, WHOSE CHORD BEARS N  $80^{\circ}35'07''$  W A CHORD LENGTH OF 188.12 FEET TO A POINT OF TANGENCY; THENCE N  $90^{\circ}00'00''$  W A DISTANCE OF 43.39 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF  $38^{\circ}06'02''$ ; AN ARC LENGTH OF 382.36 FEET TO A POINT OF TANGENCY; THENCE S  $51^{\circ}53'58''$  W A DISTANCE OF 27.10 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF  $56^{\circ}01'32''$ ; AN ARC LENGTH OF 12.71 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF  $115^{\circ}13'21''$ ; AN ARC LENGTH OF 110.61 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF  $52^{\circ}57'58''$ ; AN ARC LENGTH OF 12.02 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF  $43^{\circ}10'16''$ ; AN ARC LENGTH OF 395.58 FEET TO A POINT NON-TANGENT POINT; THENCE N  $00^{\circ}16'48''$  W A DISTANCE OF 51.15 FEET TO A NON-TANGENT POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF  $43^{\circ}54'59''$ ; AN ARC LENGTH OF 364.08 FEET, WHOSE CHORD BEARS N  $80^{\circ}34'55''$  E A CHORD LENGTH OF 355.23 FEET TO A COMPOUND POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF  $59^{\circ}27'18''$ ; AN ARC LENGTH OF 13.49 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF  $108^{\circ}45'22''$ ; AN ARC LENGTH OF 104.40 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF  $56^{\circ}01'32''$ ; AN ARC LENGTH OF 12.71 FEET TO A POINT OF TANGENCY; THENCE N  $51^{\circ}53'58''$  E A DISTANCE OF 27.10 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF  $38^{\circ}06'02''$ ; AN ARC LENGTH OF 415.61 FEET TO A POINT OF TANGENCY; THENCE S  $90^{\circ}00'00''$  E A DISTANCE OF 43.39 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF  $21^{\circ}30'13''$ ; AN ARC LENGTH OF 234.57 FEET TO A POINT OF TANGENCY; THENCE S  $68^{\circ}29'47''$  E A DISTANCE OF 15.62 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF  $13^{\circ}33'25''$ ; AN ARC LENGTH OF 41.41 FEET TO A NON-TANGENT POINT; THENCE N  $04^{\circ}31'34''$  E A DISTANCE OF 90.45 FEET TO A POINT; THENCE S  $85^{\circ}28'26''$  E A DISTANCE OF 48.86 FEET TO A POINT; THENCE S  $04^{\circ}31'34''$  W A DISTANCE OF 86.49 FEET TO A NON-TANGENT POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF  $30^{\circ}18'57''$ ; AN ARC LENGTH OF 92.59 FEET, WHOSE CHORD BEARS N  $66^{\circ}41'10''$  E A CHORD LENGTH OF 91.52 FEET TO A POINT OF TANGENCY; THENCE N  $51^{\circ}31'42''$  E A DISTANCE OF 293.09 FEET TO A POINT OF CURVATURE THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF  $68^{\circ}58'06''$ ; AN ARC LENGTH OF 270.84 FEET TO A POINT OF TANGENCY; THENCE S  $59^{\circ}30'12''$  E A DISTANCE OF 129.86 FEET TO A POINT;

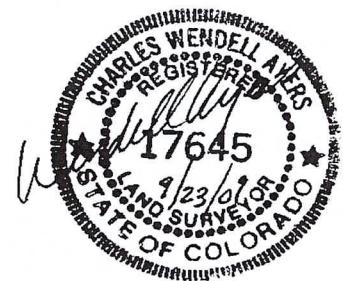


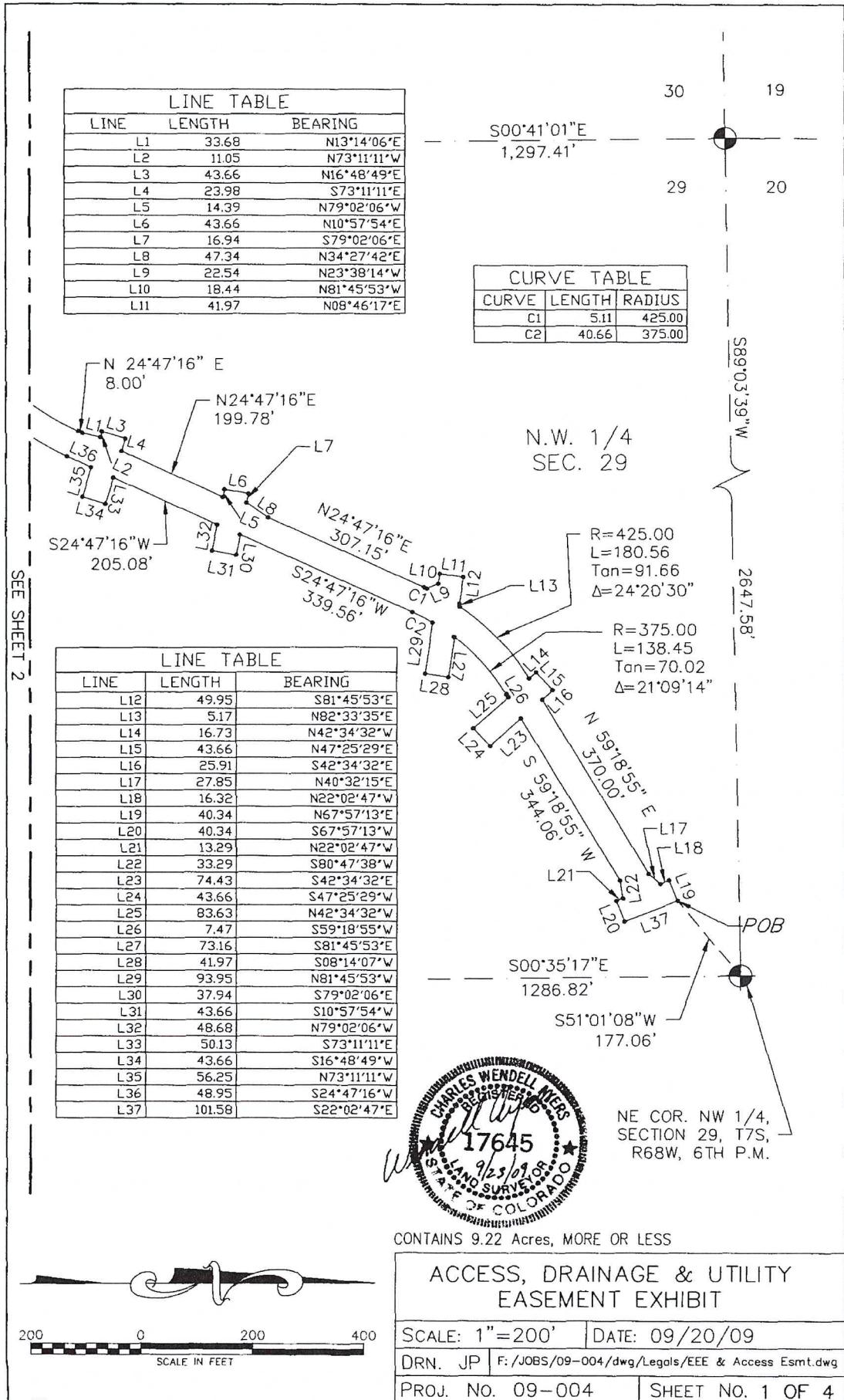
THENCE N  $65^{\circ}39'26''$  E A DISTANCE OF 63.61 FEET TO A POINT;  
THENCE S  $24^{\circ}20'34''$  E A DISTANCE OF 44.00 FEET TO A POINT;  
THENCE S  $65^{\circ}39'26''$  W A DISTANCE OF 28.19 FEET TO A NON-TANGENT POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF  $01^{\circ}50'10''$ ; AN ARC LENGTH OF 5.61 FEET, WHOSE CHORD BEARS S  $72^{\circ}06'02''$  E A CHORD LENGTH OF 5.61 FEET TO A POINT OF TANGENCY;  
THENCE S  $73^{\circ}01'07''$  E A DISTANCE OF 179.85 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF  $64^{\circ}09'17''$ ; AN ARC LENGTH OF 363.91 FEET TO A POINT OF TANGENCY;  
THENCE S  $08^{\circ}51'50''$  E A DISTANCE OF 145.52 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF  $60^{\circ}05'08''$ ; AN ARC LENGTH OF 498.13 FEET TO A POINT OF TANGENCY;  
THENCE S  $68^{\circ}56'58''$  E A DISTANCE OF 3.92 FEET TO A POINT;  
THENCE N  $88^{\circ}05'16''$  E A DISTANCE OF 35.93 FEET TO A POINT;  
THENCE S  $89^{\circ}37'44''$  E A DISTANCE OF 39.66 FEET TO A POINT;  
THENCE S  $00^{\circ}22'16''$  W A DISTANCE OF 29.95 FEET TO A POINT;  
THENCE S  $68^{\circ}56'58''$  E A DISTANCE OF 36.19 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF  $20^{\circ}21'51''$ ; AN ARC LENGTH OF 168.83 FEET TO A POINT OF TANGENCY;  
THENCE S  $89^{\circ}18'49''$  E A DISTANCE OF 195.41 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF  $28^{\circ}49'09''$ ; AN ARC LENGTH OF 138.32 FEET TO A POINT OF TANGENCY;  
THENCE N  $61^{\circ}52'02''$  E A DISTANCE OF 895.84 FEET TO A POINT;  
THENCE N  $32^{\circ}13'38''$  E A DISTANCE OF 18.90 FEET TO A POINT;  
THENCE N  $28^{\circ}07'58''$  W A DISTANCE OF 15.82 FEET TO A POINT;  
THENCE N  $61^{\circ}52'02''$  E A DISTANCE OF 40.00 FEET TO A POINT;  
THENCE S  $28^{\circ}07'58''$  E A DISTANCE OF 17.08 FEET TO A POINT;  
THENCE S  $89^{\circ}59'41''$  E A DISTANCE OF 17.15 FEET TO A POINT;  
THENCE N  $61^{\circ}52'02''$  E A DISTANCE OF 114.74 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF  $20^{\circ}02'49''$ ; AN ARC LENGTH OF 162.70 FEET TO A POINT OF TANGENCY;  
THENCE N  $81^{\circ}54'51''$  E A DISTANCE OF 311.62 FEET TO A POINT;  
THENCE N  $63^{\circ}05'33''$  E A DISTANCE OF 44.97 FEET TO A POINT;  
THENCE N  $08^{\circ}05'21''$  W A DISTANCE OF 14.47 FEET TO A POINT;  
THENCE N  $81^{\circ}54'39''$  E A DISTANCE OF 44.00 FEET TO A POINT  
THENCE S  $08^{\circ}05'21''$  E A DISTANCE OF 28.98 FEET TO A POINT;  
THENCE N  $81^{\circ}54'51''$  E A DISTANCE OF 383.47 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF  $57^{\circ}07'35''$ ; AN ARC LENGTH OF 553.36 FEET TO A POINT OF TANGENCY;  
THENCE N  $24^{\circ}47'16''$  E A DISTANCE OF 8.00 FEET TO A POINT;  
THENCE N  $13^{\circ}14'06''$  E A DISTANCE OF 33.68 FEET TO A POINT;  
THENCE N  $73^{\circ}11'11''$  W A DISTANCE OF 11.05 FEET TO A POINT;  
THENCE N  $16^{\circ}48'49''$  E A DISTANCE OF 43.66 FEET TO A POINT;  
THENCE S  $73^{\circ}11'11''$  E A DISTANCE OF 23.98 FEET TO A POINT;  
THENCE N  $24^{\circ}47'16''$  E A DISTANCE OF 199.78 FEET TO A POINT

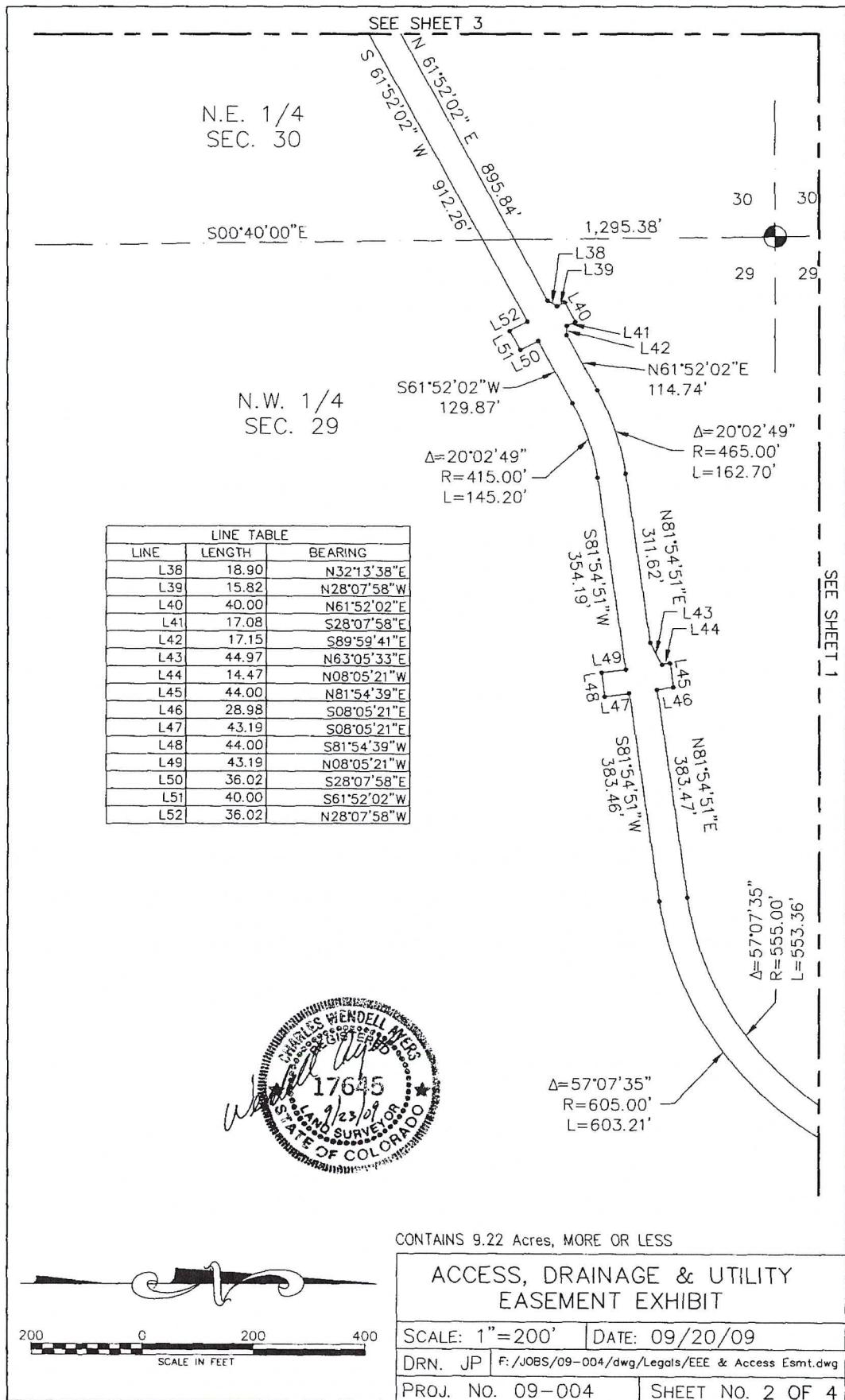


THENCE N 79°02'06" W A DISTANCE OF 14.39 FEET TO A POINT;  
THENCE N 10°57'54" E A DISTANCE OF 43.66 FEET TO A POINT;  
THENCE S 79°02'06" E A DISTANCE OF 16.94 FEET TO A POINT;  
THENCE N 34°27'42" E A DISTANCE OF 47.34 FEET TO A POINT;  
THENCE N 24°47'16" E A DISTANCE OF 307.15 FEET TO A POINT OF CURVATURE  
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A CENTRAL  
ANGLE OF 0°41'22"; AN ARC LENGTH OF 5.11 FEET TO A NON-TANGENT POINT;  
THENCE N 23°38'14" W A DISTANCE OF 22.54 FEET TO A POINT;  
THENCE N 81°45'53" W A DISTANCE OF 18.44 FEET TO A POINT;  
THENCE N 08°46'17" E A DISTANCE OF 41.97 FEET TO A POINT;  
THENCE S 81°45'53" E A DISTANCE OF 49.95 FEET TO A POINT;  
THENCE N 82°33'35" E A DISTANCE OF 5.17 FEET TO A NON-TANGENT POINT OF  
CURVATURE;  
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL  
ANGLE OF 24°20'30"; AN ARC LENGTH OF 180.56 FEET, WHOSE CHORD BEARS  
N 46°43'56" E A CHORD DISTANCE OF 179.20 FEET TO A NON-TANGENT POINT;  
THENCE N 42°34'32" W A DISTANCE OF 16.73 FEET TO A POINT;  
THENCE N 47°25'29" E A DISTANCE OF 43.66 FEET TO A POINT;  
THENCE S 42°34'32" E A DISTANCE OF 25.91 FEET TO A POINT;  
THENCE N 59°18'55" E A DISTANCE OF 370.00 FEET TO A POINT;  
THENCE N 40°32'15" E A DISTANCE OF 27.85 FEET TO A POINT;  
THENCE N 22°02'47" W A DISTANCE OF 16.32 FEET TO A POINT;  
THENCE N 67°57'13" E A DISTANCE OF 40.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 446,564 SQUARE FEET OR 10.25 ACRES OF LAND, MORE OR LESS.

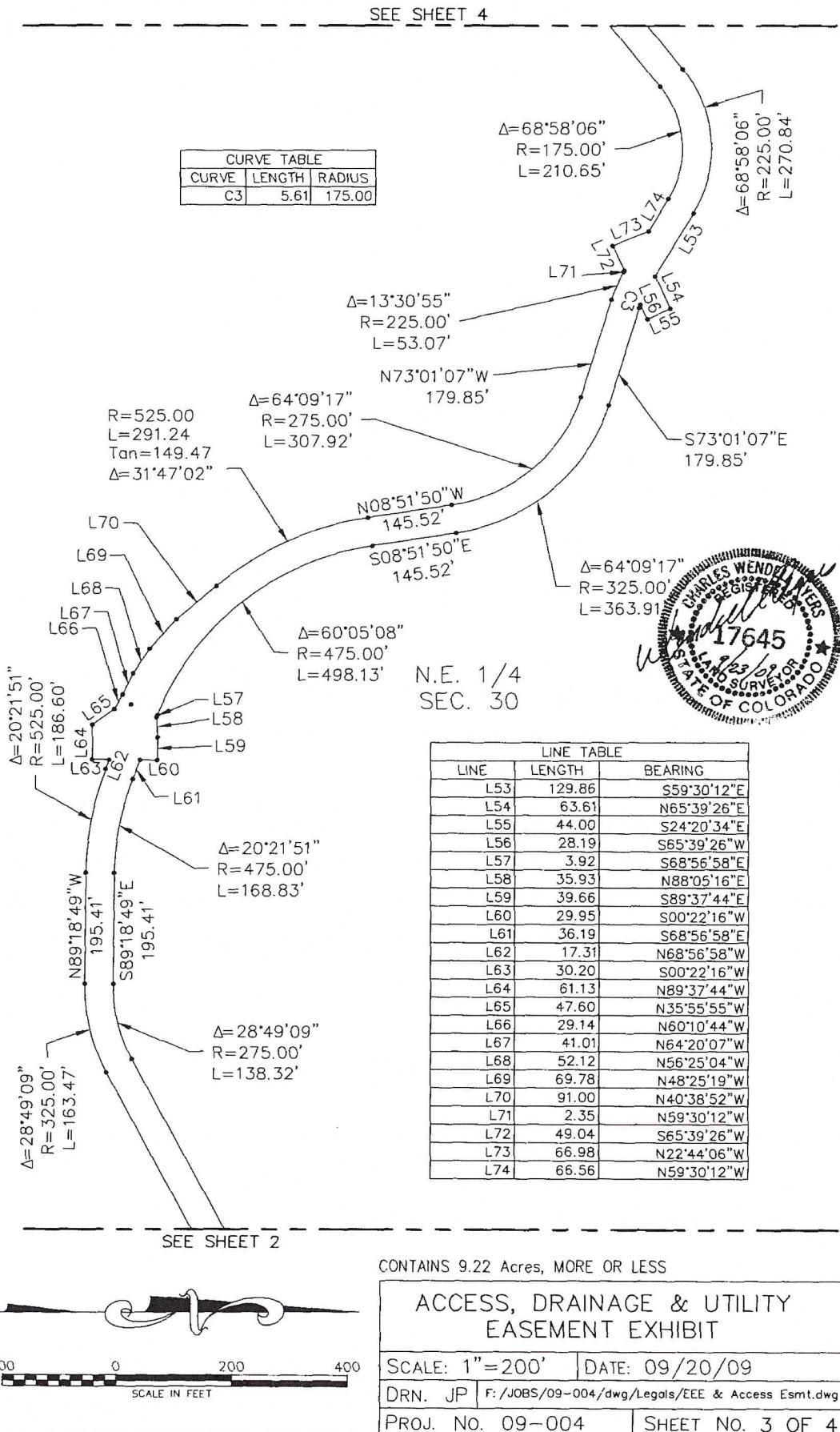


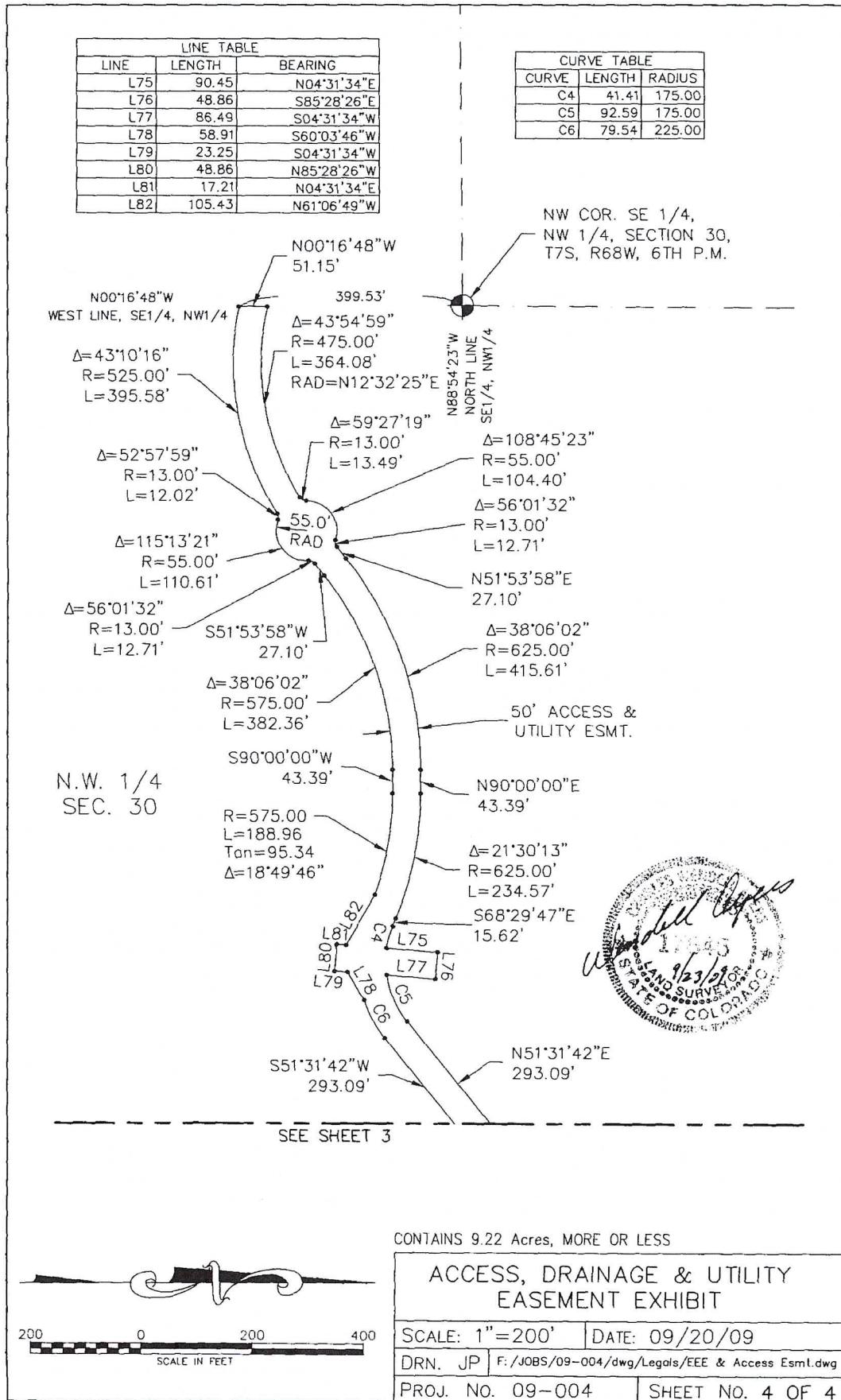




SEE SHEET 4

CURVE TABLE		
CURVE	LENGTH	RADIUS
C3	5.61	175.00





## EMERGENCY EVACUATION EASEMENT

**THIS EMERGENCY EVACUATION EASEMENT AGREEMENT** is made and entered into this 30 day of October, 2001, by and between, the **STATE OF COLORADO, acting by and through the DEPARTMENT OF NATURAL RESOURCES for the use and benefit of the DIVISION OF PARKS AND OUTDOOR RECREATION AND BOARD OF PARKS AND OUTDOOR RECREATION** ("State Parks"), whose address is 1313 Sherman, Room 618, Denver, Colorado 80203, **NELSON DEVELOPMENT, LLC**, a Colorado limited liability company ("Nelson"), whose address is 6775 Roxborough Drive, Littleton, Colorado 80125, and the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("County"), whose address is 100 Third Street, Castle Rock, Colorado 80104.

NP  
→ OP  
EX

### RECITALS

A. State Parks is the owner of certain real property located in Section 25, Township 7 South, Range 69 West of the 6<sup>th</sup> P.M and Section 30, Township 7 South, Range 68 West of the 6<sup>th</sup> P.M. which is a portion of Roxborough State Park (the "State Property").

B. Nelson is the owner of certain real property located in Sections 29 and 30, Township 7 South, Range 68 West of the 6<sup>th</sup> P.M. (the "Nelson Property").

C. The Conservation Fund ("TCF") has entered into that certain Contract for Bargain Sale of Real Estate with Nelson, dated July 3, 2001, to purchase approximately 565 acres of land located in Sections 30 and 31, Township 7 South, Range 68 West of the 6<sup>th</sup> P.M., and TCF has entered into that certain Contract for Sale of Real Estate dated October 24, 2001, with the County which entitles the County to purchase such real property in its entirety (the "County Property").

D. TCF has also entered into that certain Contract for Bargain Sale of Conservation Easement with Stanley R. Brown ("Brown"), dated July 3, 2001, to purchase a conservation easement on approximately 35 acres of land located in Section 30, Township 7 South, Range 68 West of the 6<sup>th</sup> P.M. and that certain Contract for Bargain Sale of Conservation Easement with Tom Barenberg ("Barenberg"), dated July 3, 2001, to purchase a conservation easement on approximately 95 acres of land located in Section 30, Township 7 South, Range 68 West of the 6<sup>th</sup> P.M. (both properties are located within the Nelson Property).

E. State Parks desires to grant an emergency evacuation easement ("EEE") to the County across a portion of the State Property, and Nelson desires to grant the EEE to the County and State Parks across a portion of the Nelson Property, which EEE is described on the attached Exhibits A-1 and A-2, incorporated herein with this reference (the "EEE Property"), to permit vehicular access for emergency purposes for the benefit of the County, State Parks, emergency service providers and the public.



F. Brown, Barenberg and State Parks have entered into that certain Personal Access Easement and Agreement dated October \_\_, 2001, to provide a personal access to Brown and Barenberg (the "Personal Easement"), which the parties intend not to be affected by the terms of this Agreement.

Now, therefore, the parties agree as follows:

**AGREEMENT**

1. **Grant of Emergency Evacuation Easement.** State Parks and Nelson as to their respective interests in the EEE Property hereby bargain, convey, deliver, transfer and grant to the County and to State Parks (as to the portion of the EEE Property which is within the Nelson Property), a perpetual, non-exclusive permanent access easement, in, over, under, through and across the EEE Property for the purpose of emergency vehicular ingress and egress for the benefit of the County, State Parks and emergency service providers and for the purpose of emergency evacuation egress for the public. Except for the emergency evacuation egress, no right of access is granted to the general public by this Agreement.
2. **Construction of the EEE.**
  - 2.1 Nelson shall be responsible for construction of that portion of the EEE described on Exhibit A-1 (the "Nelson Easement"). The Nelson Easement shall be paved and shall be constructed pursuant to the construction drawings approved by the County Engineer. If at any time the County desires to perform any construction on the Nelson Easement, the County may do so after thirty (30) days notice to Nelson.
  - 2.2 The County shall be responsible for construction of that portion of the EEE described on Exhibit A-2 (the "County Easement"). Within one year after the execution of this Agreement, the County shall construct the County Easement according to the following specifications: a rough-cut condition, with a relatively level surface that is accessible to four-wheel drive vehicles, the further design and specifications of which shall be determined in the sole discretion of the County. Within ten (10) years after the execution of this Agreement and provided that Nelson has completed construction as required in Section 3.1 hereof, the County shall construct the County Easement according to the following specifications: an emergency egress standard, which means a roadway with at least a graded, all weather driving surface with necessary drainage improvements, which can be traveled by two-wheel drive vehicles, the further design and specifications of which shall be determined in the sole discretion of the County. In no event shall any construction of the County Easement exceed the following specifications: twenty-four (24) foot wide all

weather driving surface with four (4) foot shoulders and roadside ditches, Type V (SP33, Douglas County Roadway Design and Construction Standards) or twenty-four (24) foot wide paved driving surface with curb and gutter. Notwithstanding any of the foregoing to the contrary, the County may determine in its sole discretion not to construct any portion of the County Easement; however, if Nelson has completed construction as required in Section 3.1 hereof and if the County decides not to construct the County Easement pursuant to the above terms, the EEE may be terminated by Nelson in its sole discretion.

3. **Maintenance of the Nelson Easement.** Nelson shall be responsible for maintenance of the Nelson Easement. In the event the County determines in its sole discretion that such maintenance is not sufficient for emergency access, the County has the right to maintain the Nelson Easement.
4. **Maintenance of the County Easement.** The County shall be responsible for maintenance of the County Easement; provided that such maintenance shall be that of an emergency access standard as determined solely by the County.
5. **Gates Across the EEE.** Any gates to be placed across the Nelson Easement or the County Easement shall be accessible (such accessibility determined by the County Engineer) to the County and emergency vehicles.
6. **Cooperation with County Construction.** State Parks and Nelson agree to cooperate with the County in construction of the County Easement by granting all reasonable and necessary slope easements and temporary construction easements. Upon completion of such construction, the County agrees to re-seed all disturbed areas outside of the road surface and shoulders of the County Easement. Such re-seeding shall be undertaken as soon as practicable after completion of construction, taking into consideration the time of year and the weather conditions, and shall be performed pursuant to all applicable County regulations.
7. **Liability.**
  - 7.1 State Parks shall not be liable for injury or damages occurring on the County Easement unless due to the gross negligence or intentional act of State Parks, and subject to the foregoing, the County assumes any and all liability for injury or damages occurring on the County Easement due to the acts or omissions of the County, its officials, employees, contractors or agents.. Any such liability shall not exceed an amount equal to any limits set forth in the Colorado Governmental Immunity Act now existing or as may hereafter be amended, nor confer any rights or benefits on any person or activity not a party to this Agreement. State Parks and the County do not waive or intend to waive the limitations on liability which are provided

to each under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

- 7.2 The County shall not be liable for injury or damages occurring on the Nelson Easement unless due to the gross negligence or intentional act of the County or unless due to the acts or omissions of the County, its officials, employees, contractors or agents, with regard only to the County's use of the Nelson Easement for emergency ingress and egress and maintenance. Subject to the foregoing, Nelson assumes any and all liability for injury or damages occurring on the Nelson Easement due to the acts or omissions of Nelson, its managers, members, employees, contractors or agents. Any such liability of the County shall not exceed an amount equal to any limits set forth in the Colorado Governmental Immunity Act now existing or as may hereafter be amended, nor confer any rights or benefits on any person or activity not a party to this Agreement. The County does not waive or intend to waive the limitations on liability which are provided to each under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.
8. **State Parks Right to Terminate EEE.** By Resolution Number R-001-\_\_\_\_ (the "Resolution"), the County has restricted vehicular access to a portion of Douglas County Road No. 5 ("DC5") as set forth in the Resolution. Within ten (10) years of the execution of this Agreement, if the County adopts a resolution which voids or nullifies the Resolution or otherwise re-opens DC5 to unrestricted vehicular travel, State Parks may, at its sole option, terminate this Agreement as to the rights State Parks has granted to the County on the State Property.
9. **General Provisions.**
  - a. **Controlling Law and Venue.** The laws of the State of Colorado shall govern the interpretation and performance of this Agreement, and for the resolution of any dispute arising hereunder, venue shall be in the District Court of Douglas County, State of Colorado.
  - b. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, 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.
  - c. **Entire Agreement; Further Assurances.** This Agreement sets forth the entire agreement of the parties with respect to the Agreement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Agreement, 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 Agreement fully and legally effective, binding, and enforceable as between them and as against third parties and to effectuate the intent of this Agreement.

- d. **Successors.** The covenants, terms, conditions and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Nelson Property and the State Property.
- e. **Captions.** The captions in this instrument 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.
- f. **Amendment.** Any amendment must be in writing, signed by both parties, and recorded in the office of the Clerk and Recorder of Douglas County.
- g. **No Third Party Rights.** This Agreement creates no enforcement or other rights in persons or entities not parties to this Agreement.
- h. **Compliance with Applicable Laws.** In performing their duties and obligations pursuant to this Agreement, all parties shall comply with all applicable federal, state and local regulations.
- i. **Termination of Rights and Obligations.** A party's rights and obligations pursuant to this Agreement terminate upon transfer of the party's interest in the property benefited by the Agreement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

IN WITNESS WHEREOF, the parties have executed this document on the above date.

**STATE PARKS:**

**STATE OF COLORADO, acting by and through the  
DEPARTMENT OF NATURAL RESOURCES for the  
use and benefit of the DIVISION OF PARKS AND  
OUTDOOR RECREATION AND BOARD OF  
PARKS AND OUTDOOR RECREATION**

By: TOM KENYON  
Name: TOM KENYON  
Title: Acting Director 10-26-01

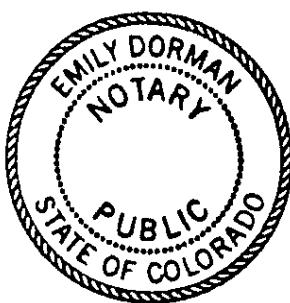
STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of  
OCTOBER, 2001 by TOM KENYON as  
ACTING DIRECTOR of STATE OF COLORADO, acting by and through the  
DEPARTMENT OF NATURAL RESOURCES for the use and benefit of the DIVISION  
OF PARKS AND OUTDOOR RECREATION AND BOARD OF PARKS AND  
OUTDOOR RECREATION.

My commission expires: 8/3/04

Witness my hand and official seal

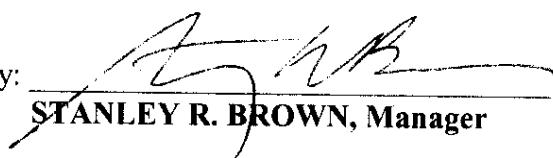
Emily Dorman  
Notary Public



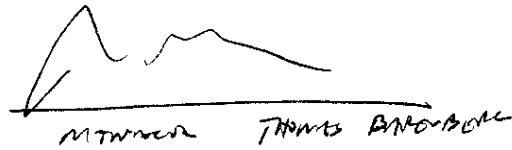
**NELSON:**

**NELSON DEVELOPMENT, LLC, a  
Colorado limited liability company**

By:



**STANLEY R. BROWN, Manager**



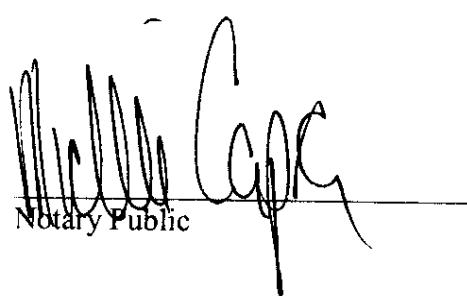
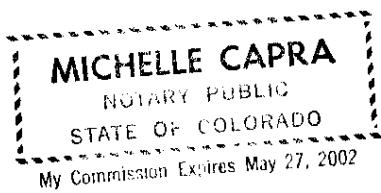
**Notary Public**

STATE OF COLORADO )  
COUNTY OF Adams ) ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2001 by Stanley R. Brown as Manager of Nelson Development, LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_

Witness my hand and official seal



**Notary Public**

**COUNTY:**

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

BY: Melanie A. Worley  
**MELANIE A. WORLEY, Chair**



**ATTEST:**

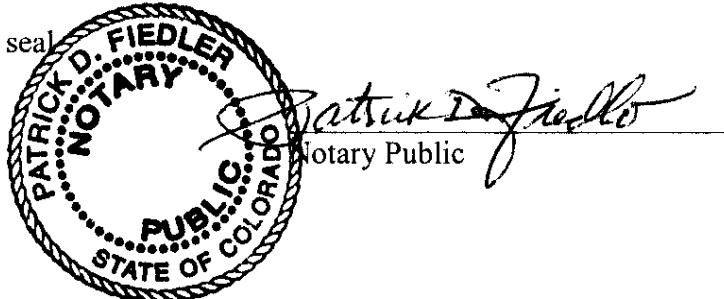
Mary A. Niblack  
**MARY A. NIBLACK, Deputy Clerk**

STATE OF COLORADO      )  
                            )  
                            ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of  
OCTOBER, 2001 by Melanie A. Worley as Chair of the Board of County  
Commissioners of the County of Douglas, State of Colorado, and by Mary A. Niblack as  
Deputy Clerk to the Board.

My commission expires: 4-17-2002

Witness my hand and official seal

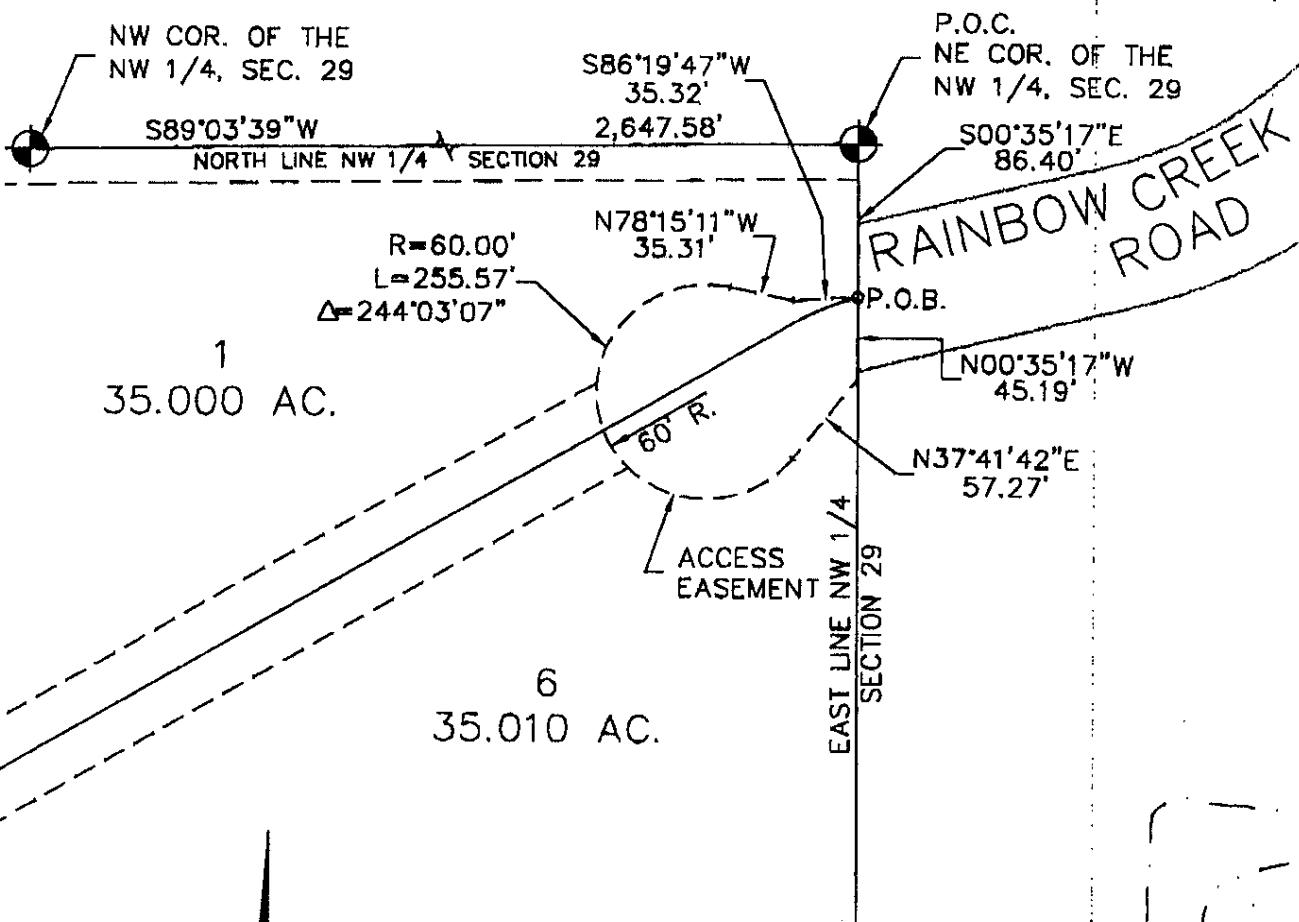


## Exhibit A-1

### ACCESS EASEMENT

AN ACCESS EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF THE NORTHWEST QUARTER OF SECTION 29, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29 BEARS S89°03'39"W, A DISTANCE OF 2,647.58 FEET; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 29 S00°35'17"E, A DISTANCE OF 86.40 FEET TO THE POINT OF BEGINNING; THENCE S86°19'47"W, A DISTANCE OF 35.32 FEET; THENCE N78°15'11"W, A DISTANCE OF 35.31 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 244°03'07", A RADIUS OF 60.00 FEET AND AN ARC LENGTH OF 255.57 FEET; THENCE N37°41'42"E, A DISTANCE OF 57.27 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 29; THENCE ALONG EAST LINE OF THE NORTHWEST QUARTER OF SECTION 29 N00°35'17"W, A DISTANCE OF 45.19 FEET TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES, MORE OR LESS.



CONTAINS 13,166 Sq. Ft. ~ 0.30 Acres, MORE OR LESS

EXHIBIT

100 0 100 200  
SCALE IN FEET

l:/jobs/99-030/dwg/docs/easmt-pra.dwg

SCALE: 1"=100' DATE: 5/29/01

DRN. WLB TR. CK.

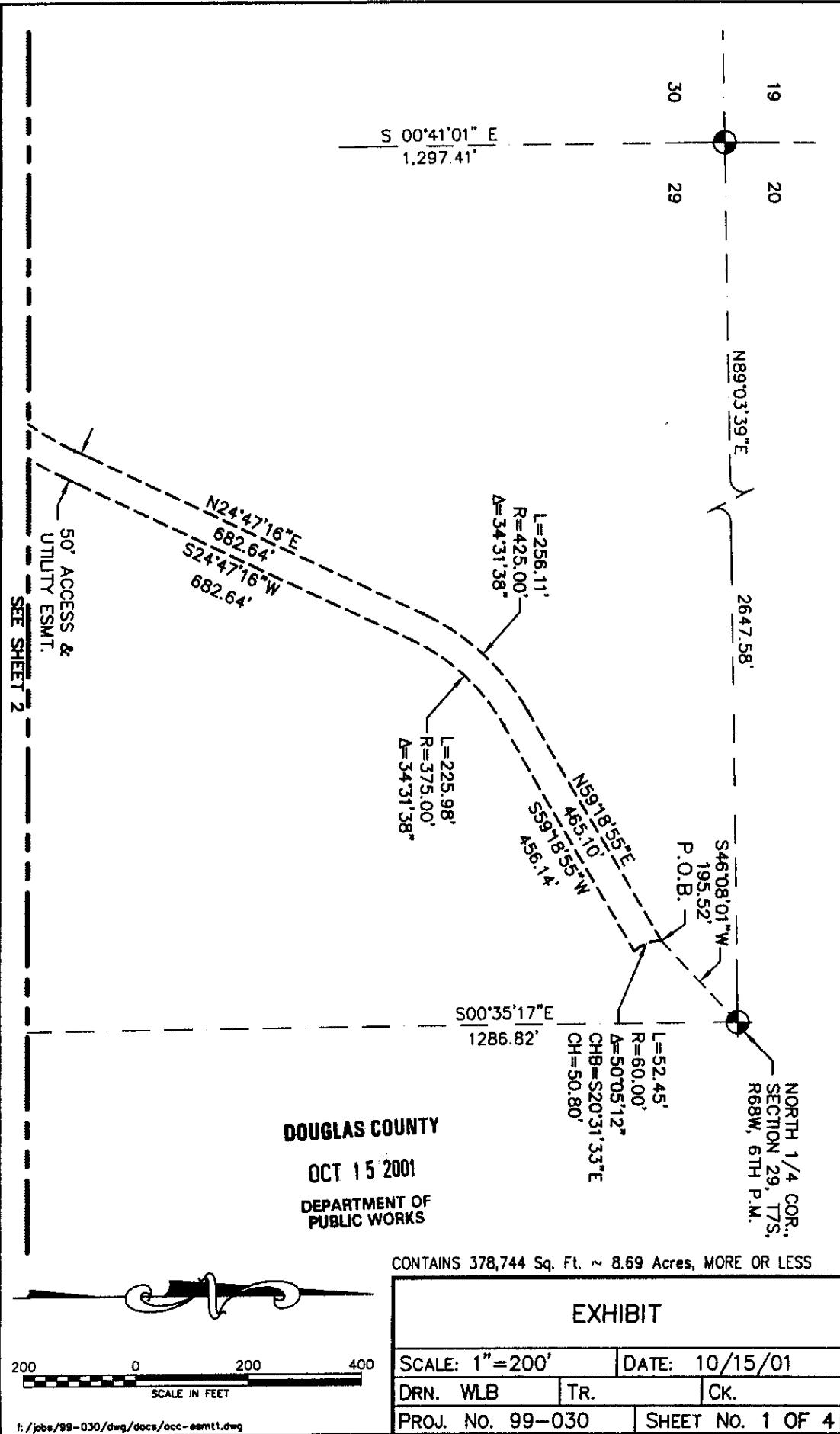
PROJ. NO. 99-030 SHEET NO. 1 OF 1

ACCESS AND UTILITY EASEMENT - RAINBOW CREEK ROAD

AN ACCESS AND UTILITY EASEMENT 50' IN WIDTH LOCATED IN THE NORTHWEST QUARTER OF SECTION 29 AND THE NORTH HALF OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF THE NORTHWEST QUARTER OF SECTION 29, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29 BEARS S89°03'39"W A DISTANCE OF 2,647.58 FEET; THENCE S46°08'01"W A DISTANCE OF 195.52 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50°05'12", A RADIUS OF 60.00 FEET AND AN ARC LENGTH OF 52.45 FEET, WHOSE CHORD BEARS S20°31'33"E A CHORD DISTANCE OF 50.80 FEET; THENCE S59°18'55"W A DISTANCE OF 456.14 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°31'39", A RADIUS OF 375.00 FEET AND AN ARC LENGTH OF 225.98 FEET; THENCE S24°47'16"W A DISTANCE OF 682.64 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 57°07'35", A RADIUS OF 605.00 FEET AND AN ARC LENGTH OF 603.21 FEET; THENCE S81°54'51"W A DISTANCE OF 781.65 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°02'49", A RADIUS OF 415.00 FEET AND AN ARC LENGTH OF 145.20 FEET; THENCE S61°52'02"W A DISTANCE OF 1,039.22 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33°30'37", A RADIUS OF 275.00 FEET AND AN ARC LENGTH OF 160.84 FEET; THENCE N84°37'21"W A DISTANCE OF 394.93 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 75°45'31", A RADIUS OF 525.00 FEET AND AN ARC LENGTH OF 694.17 FEET; THENCE N08°51'50"W A DISTANCE OF 111.23 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 64°09'17", A RADIUS OF 275.00 FEET AND AN ARC LENGTH OF 307.92 FEET; THENCE N73°01'07"W A DISTANCE OF 431.40 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 55°27'11", A RADIUS OF 275.00 FEET AND AN ARC LENGTH OF 266.16 FEET; THENCE S51°31'42"W A DISTANCE OF 182.02 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 59°58'31", A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 235.52 FEET; THENCE N68°29'47"W A DISTANCE OF 34.10 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 59°36'15", A RADIUS OF 575.00 FEET AND AN ARC LENGTH OF 598.17 FEET; THENCE S51°53'58"W A DISTANCE OF 34.50 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 305°55'43", A RADIUS OF 55.00 FEET AND AN ARC LENGTH OF 293.67 FEET WHOSE CHORD BEARS N38°06'02"W A DISTANCE OF 50.00 FEET; THENCE N51°53'38"E A DISTANCE OF 34.50 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59°36'15", HAVING A RADIUS OF 625.00 FEET AND AN ARC LENGTH OF 650.18 FEET; THENCE S68°29'47"E A DISTANCE OF 34.10 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 59°58'31", A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 183.18 FEET; THENCE N51°31'42"E A DISTANCE OF 182.02 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55°27'11", A RADIUS OF 325.00 FEET AND AN ARC LENGTH OF 314.55 FEET; THENCE S73°01'07"E A DISTANCE OF 431.40 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 64°09'17", A RADIUS OF 325.00 FEET AND AN ARC LENGTH OF 363.91 FEET; THENCE S08°51'50"E A DISTANCE OF 111.23 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 75°45'31", A RADIUS OF 475.00 FEET AND AN ARC LENGTH OF 628.06 FEET; THENCE S84°37'21"E A DISTANCE OF 394.93 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 33°30'37", A RADIUS OF

225.00 FEET AND AN ARC LENGTH OF 131.59 FEET; THENCE N61°52'02"E A DISTANCE OF 1,039.22 TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°02'49", A RADIUS OF 465.00 FEET AND AN ARC LENGTH OF 162.70 FEET; THENCE N81°54'51"E A DISTANCE OF 781.65 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 57°07'35", A RADIUS OF 555.00 FEET AND AN ARC LENGTH OF 553.36 FEET; THENCE N24°47'16"E A DISTANCE OF 682.64 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34°31'39", A RADIUS OF 425.00 FEET AND AN ARC LENGTH OF 256.11 FEET; THENCE N59°18'55"E A DISTANCE OF 465.10 FEET TO THE POINT OF BEGINNING, CONTAINING 8.70 ACRES, MORE OR LESS.



SEE SHEET 3

N61°52'02"E  
1039.22'  
S61°52'02"W  
1039.22'

S00°40'00"E  
802.99'

1,295.38'  
492.39'

L=162.70'  
R=465.00'  
Δ=202°49"

L=145.20'  
R=415.00'  
Δ=202°49"

N81°54'51"E  
781.65'  
S81°54'51"W  
781.65'

L=553.36'  
R=555.00'  
Δ=57°7'35"

50' ACCESS &  
UTILITY ESMT.

L=603.21'  
R=605.00'  
Δ=57°7'35"

SEE SHEET 1

CONTAINS 378,744 Sq. Ft. ~ 8.69 Acres, MORE OR LESS

EXHIBIT

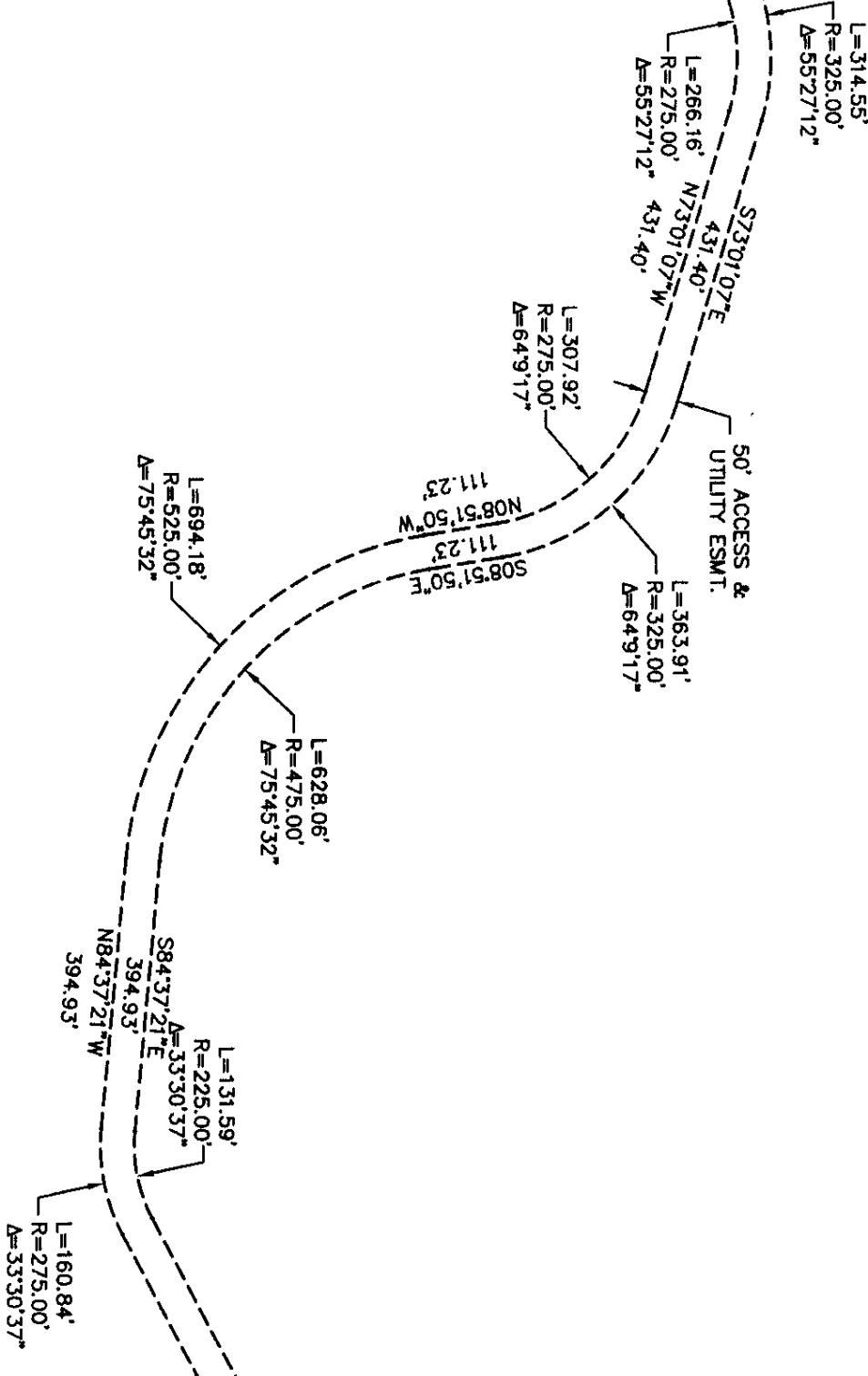
200 0 200 400

SCALE IN FEET

l:/jobs/99-030/dwg/docs/occ-esmt1.dwg

SCALE: 1"=200'	DATE: 10/15/01
DRN. WLB	TR.
PROJ. NO. 99-030	SHEET NO. 2 OF 4

SEE SHEET 4



SEE SHEET 2

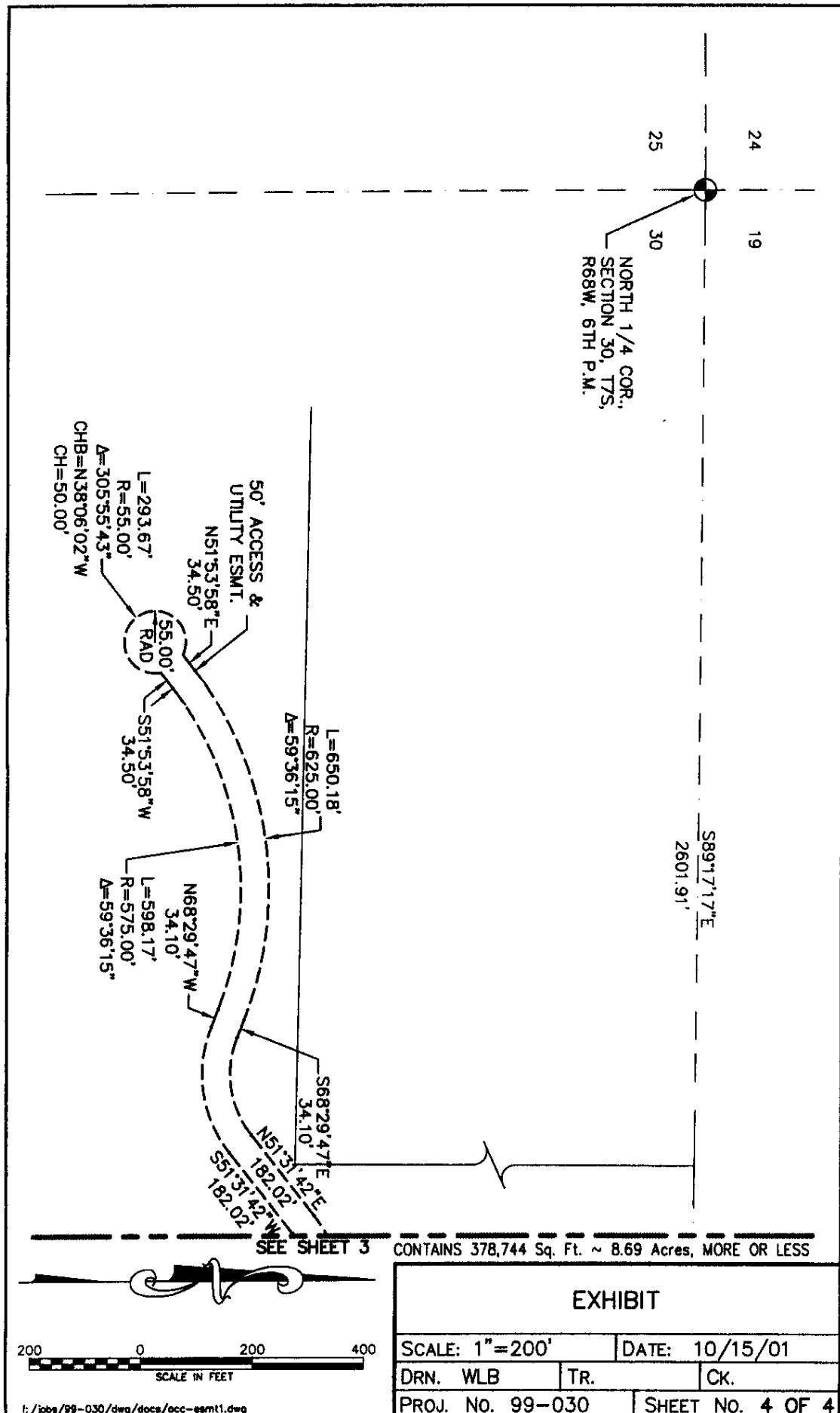
CONTAINS 378,744 Sq. Ft. ~ 8.69 Acres, MORE OR LESS

EXHIBIT

SCALE: 1"=200'	DATE: 10/15/01
DRN. WLB	TR.
PROJ. NO. 99-030	SHEET NO. 3 OF 4

200 0 200 400  
SCALE IN FEET

f:/pbs/99-030/deg/docs/occ-esmt1.dwg



## Exhibit A-2

### EASEMENT

Rainbow Creek Ranch to DC 5  
October 6, 2001

An easement lying 25' on each side of the following described centerline, located in the Northwest One-Quarter of Section 30, Township 7 South, Range 68 West, and in the Northeast One-Quarter and the Southeast One-Quarter of Section 25, Township 7 South, Range 69 West, all of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

(Basis of Bearings: the North line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 30 bears N88°54'22"W, per the survey of "Part of Roxborough State Park" by J.K. Ficklin & Associates dated October 2, 2000.)

Commencing at the Northwest corner of the Southeast One-Quarter of the Northwest One-Quarter of said Section 30; Thence S 00°17'14"E along the west line of said Southeast One-Quarter of the Northwest One-Quarter a distance of 373.98 feet to the Point of Beginning;

Thence along the arc of a curve to the right having a central angle of 10°00'50" and a radius of 500.00 feet, and whose chord bears N 73°06'27"W a chord distance of 87.28 feet, an arc distance of 87.39 feet to a point of tangent;

Thence along said tangent N 68°06'02"W a distance of 440.00 feet to a point of curve; Thence along the arc of a curve to the left having a central angle of 63°00'00" and a radius of 375.00 feet an arc distance of 412.33 feet to a point of tangent;

Thence along said tangent S 48°53'58"W a distance of 360.00 feet to a point of curve; Thence along the arc of a curve to the right having a central angle of 40°00'00" and a radius of 350.00 feet an arc distance of 244.35 feet to a point of reverse curve;

Thence along the arc of a curve to the left having a central angle of 46°00'00" and a radius of 150.00 feet an arc distance of 120.43 feet to a point of tangent;

Thence along said tangent S 42°53'58"W a distance of 230.00 feet;

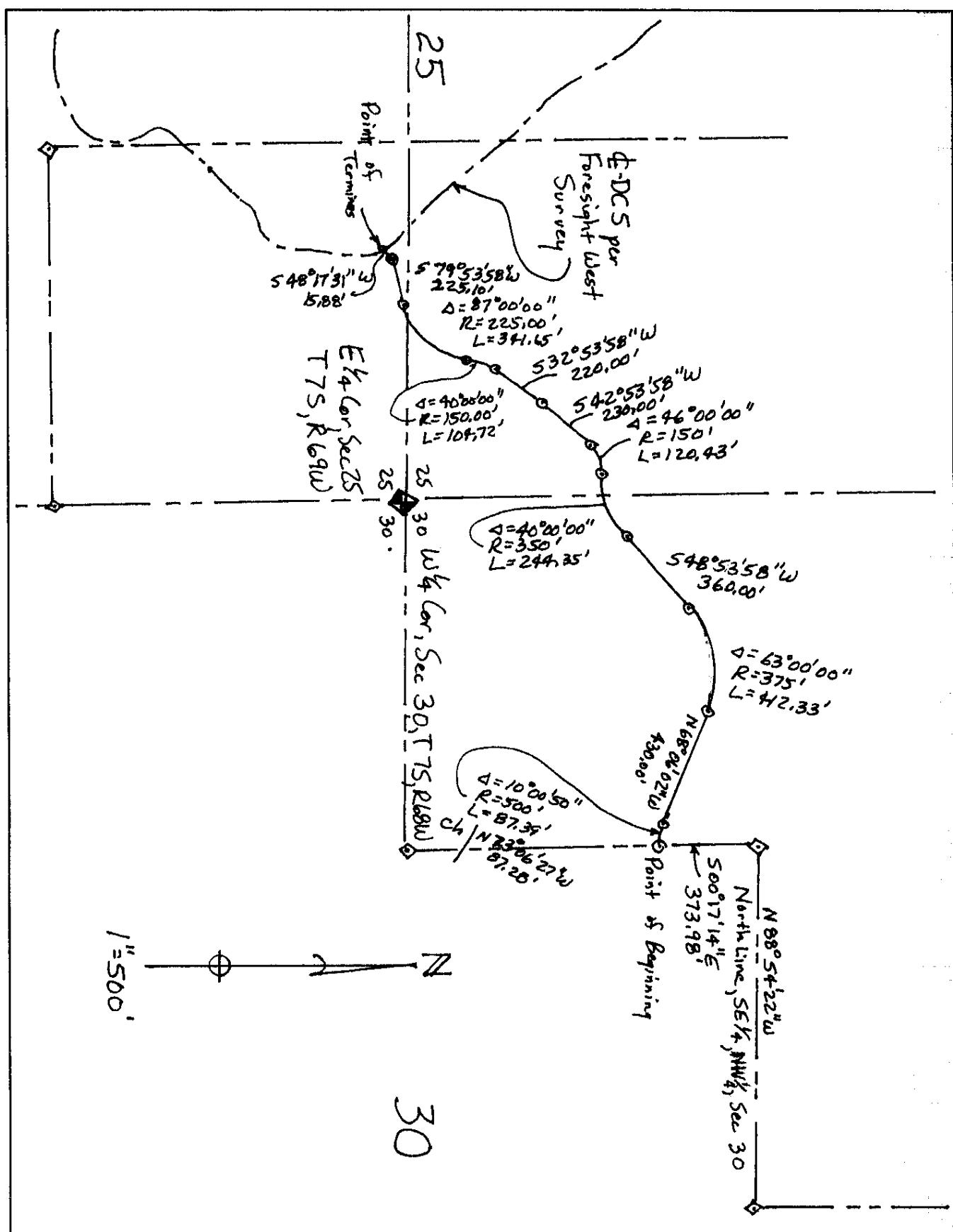
Thence S 32°53'58"W a distance of 220.00 feet to a point of curve;

Thence along the arc of a curve to the left having a central angle of 40°00'00" and a radius of 150.00 feet an arc distance of 104.72 feet to a point of reverse curve;

Thence along the arc of a curve to the right having a central angle of 87°00'00" and a radius of 225.00 feet an arc distance of 341.65 feet to a point of tangent;

Thence along said tangent S 79°53'58"W a distance of 225.10 feet;

Thence S 48°17'31" W a distance of 15.88 feet to the centerline of Douglas County Road 5, per the survey by Foresight West Surveying, Inc. dated August 29, 2000, which point is the point of terminus of this easement.



**EASEMENT**  
Rainbow Creek Ranch to DC 5  
October 22, 2001

An easement lying 25' on each side of the following described centerline, located in the Northwest One-Quarter of Section 30, Township 7 South, Range 68 West, of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

(Basis of Bearings: the North line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 30 bears N88°54'22"W, per the survey of "Part of Roxborough State Park" by J.K. Ficklin & Associates dated October 2, 2000.)

Commencing at the Northwest corner of the Southeast One-Quarter of the Northwest One-Quarter of said Section 30; Thence S 00°17'14"E along the west line of said Southeast One-Quarter of the Northwest One-Quarter a distance of 373.98 feet to the Point of Beginning;

Thence along the arc of a curve to the left having a central angle of 43°40'50" and a radius of 500.00 feet, and whose chord bears N 80°02'44"E a chord distance of 372.02 feet, an arc distance of 381.18 feet to a point on the westerly line of the easement described in Exhibit A-1, which is the point of terminus, the sides of this easement being extended to intersect said westerly line.

