



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5506-3815934

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**

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- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5506-3815934

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 55 Madison Street, Suite 155
Denver, CO 80206

Commitment No.: 5506-3815934

Property Address: , Aurora, CO

Revision No.: 2 - Revised legal description. Added note to req. 8. Issuing Office File No.: 5506-3815934
Added exc. 30.

Inquiries Should Be Directed To:

Millie Ondo or April O'Hara

Phone: (303)209-6671

Email: mondo@firstam.com

SCHEDULE A

1. Commitment Date: April 29, 2022 8:00 AM
2. Policies to be issued:
 - (a) ☒ ALTA® Owner's Policy (6-17-06)
Proposed Insured: TBD
Proposed Policy Amount: \$0.00
 - (b) ☒ ALTA® Loan Policy (6-17-06)
Proposed Insured: TBD, its successors and/or assigns as their interests may appear
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is
Fee Simple interest
4. [The Title is, at the Commitment Date, vested in:](#) Jewell Storage, LLC, a Colorado limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Premiums:

Owner's Policy: \$

Lender's Policy: \$

Tax Certificate Fee: \$

Endorsement(s): \$

TBD Fee: \$100.00

TBD Update Fee: \$50.00

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5506-3815934

Commitment No.: 5506-3815934

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Receipt of a satisfactory ALTA/NSPS Land Title Survey, approved by the Company.

NOTE: Exception will be taken to any adverse matters disclosed thereby.

NOTE: A preliminary Improvement Survey Plat has been received. Once a satisfactory signed/certified version is provided, the above exception will be deleted.

9. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2A.
10. Statement of Authority for Jewell Storage, LLC, a Colorado limited liability company, evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.
11. Deed of Trust sufficient to mortgage the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2B.

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12. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

NOTE: This Commitment is subject to such further Exceptions and Requirements as may appear necessary when the instruments called for above have been recorded and the name of the Grantee has been disclosed.

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5506-3815934

Commitment No.: 5506-3815934

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Reservation Railroad operating right of way, oil, coal and other minerals by The Union Pacific Land Company as evidenced in Deed recorded in [Book 66 at Page 17](#). NOTE: Quit Claim Deed conveying all coal, iron and all other minerals to Union Pacific Land Resources Corporation, a Utah corporation

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recorded April 16, 1971 in [Book 1920 at Page 247](#). NOTE: Release and Quit Claim Deed conveying its railroad operating rights of way to Union Pacific Land Resources Corporation, a Nebraska corporation recorded November 23, 1998 at Reception No. [A8189797](#). NOTE: Relinquishment and Quit Claim between Union Pacific Resources Company, a Delaware corporation and E-470 Public Highway Authority recorded January 23, 1997 at Reception Nos. [A7008022](#) and [A7008021](#).

10. Mineral Deed from Union Pacific Land Resources Corporation, a Utah corporation to Champlin Petroleum Company, a Delaware corporation recorded August 11, 1972 in [Book 2046 at Page 370](#). NOTE: Quit Claim Deed from Champlin Petroleum Company, a Delaware corporation to Union Pacific Land Resources Corporation, a Utah corporation recorded March 14, 1977 in [Book 2560 at Page 725](#). NOTE: Mineral Deed from Union Pacific Land Resources Corporation, a Utah corporation to Champlin Petroleum Company, a Delaware corporation recorded April 1, 1977 in [Book 2568 at Page 677](#). NOTE: Relinquished and Quit Claim between Union Pacific Resources Company, a Delaware corporation and E-470 Public Highway Authority recorded January 23, 1997 at Reception Nos. [A7008022](#) and [A7008021](#).
11. Terms, agreements, provisions, conditions and obligations as contained in Annexation Agreement recorded January 11, 1989 in [Book 5668 at Page 540](#). NOTE: Annexation Ordinance No. 85-267 in connection therewith recorded January 26, 1987 in [Book 5028 at Page 584](#).
12. The effect of the inclusion of the property in the E-470 Public Highway Authority District, as disclosed by the instrument recorded December 19, 1995 at Reception No. [A5133865](#).
13. A multi-use easement on the terms provided in Exhibit D to the Rule and Order recorded May 2, 1997 at Reception No. [A7051461](#), affecting the property described in Exhibit B to said Rule and Order.
14. Terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 2000-14 (Rezoning) recorded April 21, 2000 at Reception No. [B0047179](#).
15. An easement for water, sewer and storm drainage and incidental purposes granted to The City of Aurora by the instrument recorded March 11, 2002 at Reception No. [B2045785](#).
16. The effect of Request for Notification of Surface Development recorded May 16, 2002 at Reception No. [B2090875](#).
17. Terms, conditions, provisions, obligations and agreements as set forth in the The Landings at Jewell Avenue Framework Development Plan recorded February 13, 2006 at Reception No. [B6019095](#).
18. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants recorded February 17, 2006 at Reception No. [B6021517](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
19. All matters and items as shown on The Landings at Jewell Avenue Contextual Site Plan recorded June 12, 2006 at Reception No. [B6086995](#).
20. Terms, agreements, provisions, conditions and obligations as contained in Utility Easement recorded June 20, 2006 at Reception No. [B6090522](#).
21. Terms, agreements, provisions, conditions and obligations as contained in Public Improvement Deferral Agreement recorded June 20, 2006 at Reception No. [B6090523](#).

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22. Terms, agreements, provisions, conditions and obligations as contained in Revocable License recorded June 20, 2006 at Reception No. [B6090528](#).
23. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Public Improvement Phasing Agreement recorded January 10, 2008 at Reception No. [B8004435](#).
24. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Avigation Easement recorded September 14, 2011 at Reception No. [D1087821](#).
25. All matters and items as shown on the Landings at Jewell Contextual Site Plan recorded November 28, 2011 at Reception No. [D1116761](#).
26. Any existing leases or tenancies.
27. The multi-use easements and the terms, provisions, and conditions as created by the Rule and Order recorded May 2, 1997, at Reception No. [A7051461](#).
28. An easement for water, sewer, storm drainage transmission mains and incidental purposes as granted in the Utility Easement recorded March 12, 1998, at Reception No. A8034475.
29. An easement for utility lines, all fixtures, and incidental purposes as granted in the Public Service Company of Colorado Easement recorded February 7, 2007, at Reception No. B7016898.
30. Encroachment of concrete from adjacent property onto subject property along the west side of subject property as shown on Improvement Survey Plat prepared by Cottonwood Surveying and Associates, Inc., dated August 11, 2021, Job No. 8-2021.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 5506-3815934

File No.: 5506-3815934

The Land referred to herein below is situated in the County of Arapahoe, State of Colorado, and is described as follows:

A PARCEL OF LAND SITUATE IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 AND HAVING ALL BEARINGS CONTAINED HEREIN RELATIVE TO THE WEST LINE OF SAID NORTH HALF OF NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHICH BEARS S00°26'24"E AS SHOWN ON THE RECORDED PLAT OF THE LANDINGS AT JEWELL AVENUE SUBDIVISION FILING No. 2 AS RECORDED UNDER RECEPTION No. D1122947 AND IS MONUMENTED AT THE NORTHWEST CORNER BY A TWO INCH ALUMINUM CAP LS 24960 AND MONUMENTED AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER BY A TWO INCH CITY OF AURORA ALUMINUM CAP 16848;

THENCE S66°54'43"E, A DISTANCE OF 579.63 FEET TO THE NORTHEASTERLY MOST CORNER OF LOT 1, BLOCK 1, THE LANDINGS AT JEWELL AVENUE SUBDIVISION FILING No. 2, RECORDED UNDER RECEPTION No. D1122947 OF THE RECORDS OF SAID COUNTY, SAID POINT BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST JEWELL AVENUE AS RECORDED UNDER RECEPTION No. A9080450 OF THE RECORDS OF SAID COUNTY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST JEWELL AVENUE BEING THE SOUTHERLY LINE AS RECORDED UNDER RECEPTION Nos. A9080450, B6010276 AND B6010275 OF THE RECORDS OF SAID COUNTY THE FOLLOWING TWO (2) COURSES

1) 574.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,117.00 FEET, A CENTRAL ANGLE OF 10°33'32", SUBTENDING A CHORD BEARING OF N75°54'00"E, A CHORD DISTANCE OF 573.61 FEET

2) THENCE N89°20'58"E A DISTANCE OF 333.99 FEET TO A POINT OF CURVATURE, SAID POINT BEING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST JEWELL AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH ROME WAY AS SHOWN ON THE RECORDED PLAT OF THE LANDINGS AT JEWELL AVENUE SUBDIVISION FILING No. 1 UNDER RECEPTION No. B6086993 OF THE RECORDS OF SAID COUNTY;

THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF SOUTH ROME WAY AND THE NORTHERLY RIGHT-OF-WAY LINE OF EAST ATLANTIC PLACE AS SHOWN ON THE RECORDED PLAT OF THE LANDINGS AT JEWELL AVENUE SUBDIVISION FILING No. 1 UNDER RECEPTION No. B6086993 OF THE RECORDS OF SAID COUNTY THE FOLLOWING NINE (9) COURSES

1) 39.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°39'02", SUBTENDING A CHORD BEARING OF S45°19'31"E, A CHORD DISTANCE OF 35.56 FEET;

2) THENCE S00°00'00"W A DISTANCE OF 551.36 FEET TO A POINT OF CURVATURE;

3) THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", SUBTENDING A CHORD BEARING OF S45°00'00"W, A CHORD DISTANCE OF 35.36 FEET;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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4) THENCE S90°00'00"W A DISTANCE OF 437.00 FEET TO A POINT OF CURVATURE;

5) THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", SUBTENDING A CHORD BEARING OF N45°00'00"W, A CHORD DISTANCE OF 35.36 FEET;

6) THENCE S90°00'00"W A DISTANCE OF 68.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

7) THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", SUBTENDING A CHORD BEARING OF S45°00'00"W, A CHORD DISTANCE OF 35.36 FEET;

8) THENCE S90°00'00"W A DISTANCE OF 13.47 FEET TO A POINT OF CURVATURE;

9) THENCE 317.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,166.00 FEET, A CENTRAL ANGLE OF 15°37'32", SUBTENDING A CHORD BEARING OF N82°11'14"W, A CHORD DISTANCE OF 317.00 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF EAST ATLANTIC PLACE AND THE EASTERLY LINE OF SAID LOT 1, BLOCK 1, THE LANDINGS AT JEWELL AVENUE SUBDIVISION FILING No. 1;

THENCE ALONG EASTERLY LINE OF SAID LOT 1, LYING NORTH OF SAID NORTHERLY RIGHT-OF-WAY LINE OF EAST ATLANTIC AVENUE, THE FOLLOWING THREE (3) COURSES

1) N15°37'35"E A DISTANCE OF 139.15 FEET;

2) THENCE N00°00'00"E A DISTANCE OF 151.28 FEET;

3) THENCE N19°22'45"W A DISTANCE OF 137.22 FEET TO THE POINT OF BEGINNING,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY:
 COTTONWOOD SURVEYING AND ASSOCIATES, INC.,
 P.O. BOX 694,
 STRASBURG, CO.
 IMPROVEMENT SURVEY PLAT DATED AUGUST 11, 2021, JOB NO. 8-2021.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

First American Title Insurance Company
55 Madison Street, Suite 155
Denver, CO 80206
(303)209-6671

File #: 5506-3815934

Date: May 10, 2022

Property Address:

Aurora, CO

We appreciate the opportunity to be of service to you. *To avoid delays in your closing, all funds needed at your closing should be wired!* Please contact your Escrow Officer below to obtain and verify wiring instructions. Please note, if First American Title receives a third party deposit, additional document(s) are required. Please contact your Escrow Team for more information.

Escrow Officer: Millie Ondo

(303)209-6671 / mondo@firstam.com
55 Madison Street, Suite 155
Denver, CO 80206

Escrow Assistant: April O'Hara

(303)209-2428 / aohara@firstam.com

The following parties have received a copy of this Commitment:

Buyer(s): TBD

Delivered Electronically

Seller(s): Jewell Storage, LLC

Delivered Electronically

Listing Agent: Aperio Property Consultants / Aaron Thompson

Delivered Electronically

Thank you for choosing First American Title. We look forward to assisting you. If you should have any questions, please do not hesitate to contact us.

#6010276
Sec 25: 016%01A,015,03B
1-24-06 #6010276
Sec 25: 04D%04 2-13-06
#6019170
Sec 25: 017%04B 2-17-06
#6021516
Sec 25: 322-38 % 017
6-12-06 #6086993

SEC25: 03C%03 9/20/06 #6135083
SEC25: 018%03B 9/20/06 #6135084
SEC25: 019%03C 9/23/06 #6135086
SEC2: 01A%01 9/22/06 #6136570
SEC2: 06A%06 9/22/06 #6136576
SEC3349-4%08A,011,016 9-17-07
#7120257

SEC 9: 349-66 %PT 001,009A 10-1-07 #7126795
SEC9: 361-7 %PT 001 2/15/08 #8019285
SEC25: 372-67%04 6/17/08 #8069449
Sec24-06C 12-31-09
#9141582

SEC35: 412-61% PT & 204-44
3-14-2011 #1024718
SEC25: 420-50%PT017,322-38
LT 1 BLK 1 12-13-2011 #1122947

Sec12:07.pt09.pt026.pt027
12-23-11 #1126862

SEC24: 422-11%pt03 2-28-12
#2022085

SEC12: 187-3 PT033 10-24-2000
#137622
SEC12: 192-6 PT033 2-1-01
#1014749
Sec24:011%07B 11-4-13 #3135623
Sec24:03C 10-30-14 #402532
Sec25:01B 2-26-15 #5018807
SEC12: 463-1 %02L,02B 3-10-15 #5023141

Sec24:012%06,pt06A,pt06C
1-28-16 #6009046

Sec24:012A 6-2-16 #6057459
Sec12:075%08,014 10-7-16 #6114750
Sec9: 506-1 %pt001,pt269-13
5-15-17 #7054633

Sec11: 012A%012 9-6-17 #7101810
Sec11: 027%pt13B,pt026 9-12-17
#7104092

Sec11:028%pt13A 9-27-17 #7109498
Sec12:073A 10-10-17 #7115291

Sec25:005C 11-7-17 #7126973
Sec3: 007B 1-17-18 #8005298

Sec2: 013%pt003B 2-12-18 #8014075
Sec1:006%pt005A 2-21-18 #8016921

Sec25:020%pt03B 5-21-18 #8049301
Sec25:538-66%018,PT020 12-11-18
#8121086

Sec1:007%pt005B 2-7-19 #9011199
Sec1:008%pt005B 2-7-19 #9011304

Sec1:548-21%007,008 5-31-19
#9050780

Sec13:002C%pt002 7-31-19
#9076600

Sec13:002D%pt002 8-1-19
#9077315

Sec2:005A%pt005 8-13-19
#9081645

Sec2:007A%pt007 8-13-19
#9081646

Sec2:003E%pt003 8-13-19
#9081647

Sec2:003F%pt003 8-14-19
#9082345

SEC1:09%PT05A 12-2-19 #9130473
SEC1:010%PT005A 2-20-20 #21628

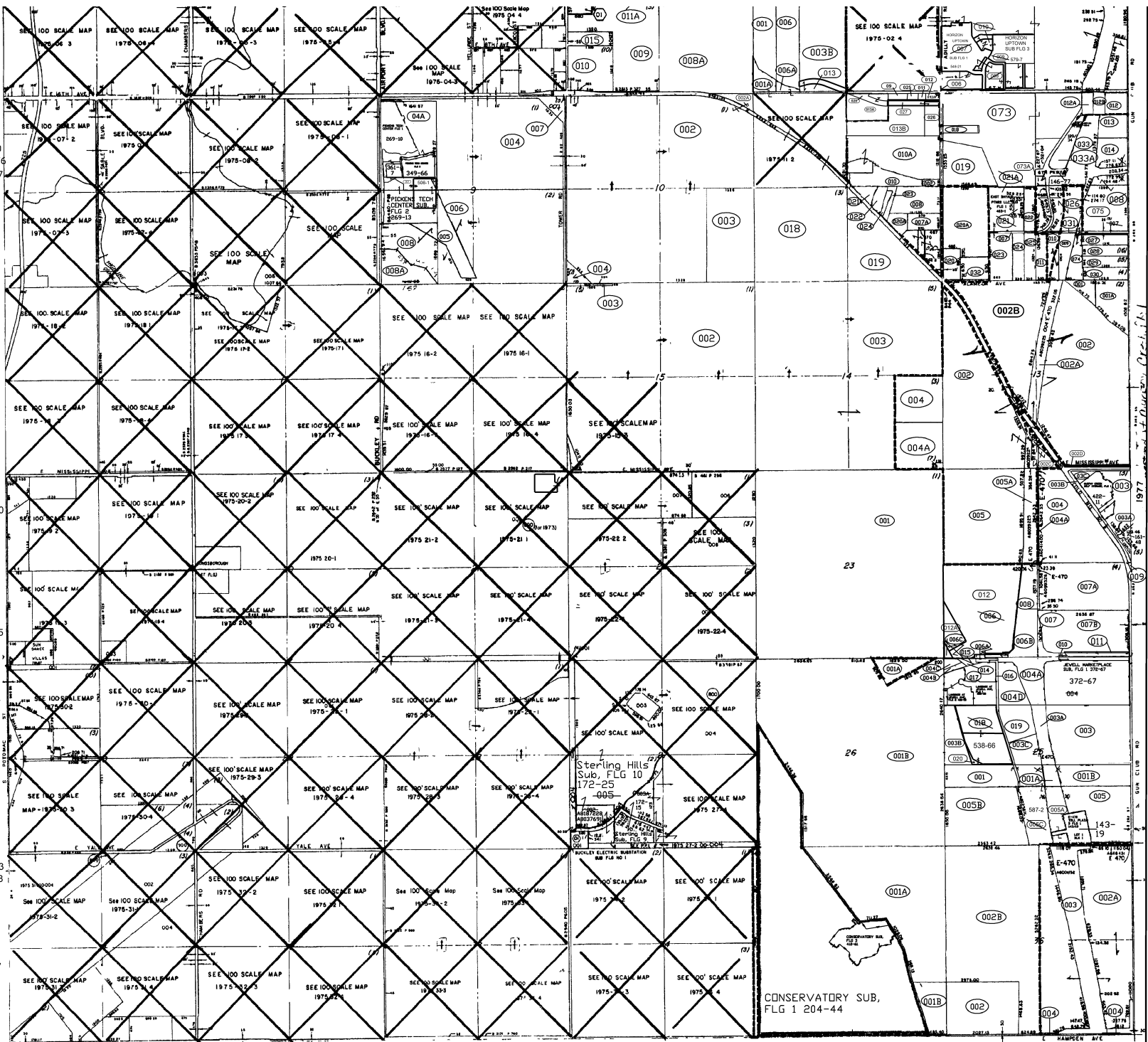
SEC2:570-37%PT003E,PT007A
9-10-20 #1159592

SEC2:014%PT003D 4-21-21 #1065954

SEC1:579-7%PT005A,009,010
4-21-21 #1065954

SEC2:015%PT003,PT003B,PT005A,
PT007A 5-10-21 #1076267

SEC2:016%PT005,PT007 5-10-21 #1076268
SEC1:004%PT002 5-13-21 #1077970
SEC2:580-67%015,016 5-24-21 #1083160
SEC25:587-2%005C,PT001 8-23-21 #1131219



Form 335.

WARRANTY DEED. - The Utah West Printing and Stationery Co., Colorado Springs, Colo.

No. *4229*
WARRANTY DEED.

The Union Pacific Land Company
 to

Thomas W. McMillan
and Joseph E. Christ

Filed for record *July 13* at *11* o'clock *A.M.*, 1913

and recorded in Book *66* at Page *179*

By *W. W. Carroll* Deputy.

THE UNION PACIFIC LAND COMPANY.

Contract No. *25516*

Deed No. *4229*

Know all Men by these Presents, That The Union Pacific Land Company, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of

Twenty-six hundred and eighty-two and 00/100 Dollars,

to it paid, the receipt of which is hereby acknowledged, doth subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain sell and convey unto

Thomas W. McMillan and *Joseph E. Christ*

of the County of *Marshall* in the State of *Kansas*
 being in the County of *Comanche* and in the State of *Kansas*

the following described real estate, situate, lying and

to-wit: *Lot of Section No. Twenty*

South of Range No. Sixty-five (65) West of the Sixth Principal Meridian; and all

whereas said The Mercantile Trust Company was on the 10th day of August 1911 merged into the Bankers Trust Company, a corporation of the State of New York pursuant to the provisions of Chapter 10 of the laws of the State of New York being Chapter 24 of the Consolidated Laws of the State of New York known as the Bankers Trust and thereby all and singular the rights, franchises and interests of said The Mercantile Trust Company in and to every species of property, real, personal and mixed and things in action heretofore being in and to and disposed in the said Bankers Trust Company and the Trust Company had mortgages, liens, assignments, assignments, assignments, assignments and interests of said The Mercantile Trust Company and had assumed the performance of all duties of said The Mercantile Trust Company and

of Section No. *Twenty-five* in Township No. *Two (2)* South of Range No. *Sixty-five (65)* West of the Sixth Principal Meridian, containing, according to the United States Survey thereof *Twenty-six hundred and eighty-two (2580)* acres, more or less, subject, however, to a right-of way of lawful width for any and all county roads heretofore established upon, over and across the premises herein described

Excepting and Reserving. First: A strip of land two hundred (200) feet wide on each side of the center line of the railroad of Union Pacific Railroad Company as said road is now constructed over and across said land.

Second: All oil, coal and other minerals within or underlying said land.

Third: The exclusive right to prospect in and upon said land for oil, coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all oil, coal and other minerals which may be found thereon by anyone.

Fourth: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operation of such prospect places, mines and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.

Fifth: The right to Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, and subject also to the covenant and condition that said grantee, his heirs and assigns, shall erect and forever maintain a lawful and sufficient fence along and between the side lines of the said four hundred (400) foot strip of land above reserved.

To Have and to Hold. Subject to the above exceptions, reservations and conditions, unto *the said premises with* all the rights and appurtenances thereunto belonging unto the said *Thomas W. McMillan and Joseph E. Christ*

grantee, *their* heirs and assigns forever, and said The Union Pacific Land Company doth hereby covenant with the said grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good right to sell and

convey the same, and that it will against the lawful claims of all persons

Excepting As against all taxes excepting against any rights, lien of *October 1910*

And Whereas, said The Union Pacific Land Company, a certain mortgage and purposes therein mentioned.

Whereas, said The Union mortgage aforesaid, has sold and conveyed the sum paid as aforesaid *Bankers Trust Company* and purposes mentioned in said

NOW, THEREFORE, Known, in consideration of the prices and purposes aforesaid, doth written, unto the said *Thomas W. McMillan and Joseph E. Christ* described aforesaid, to be held to of June, 1898.

IN PRESENCE OF

Attest:

IN PRESENCE OF

Attest:

STATE OF NEW YORK,
 County of New York.

STATE OF NEW YORK,
 County of New York.

NOTARIAL SEAL

Contract No. 2546.
ANY.

Deed No. 4229

Land Company, a corporation of the sum of 20

Dollars, to the exceptions, reservations unto

to Christ

al estate, situate, being and Section No. Twenty 5 West of the

not 1911 merged & pursuant to the Chapter 2 of the said said thereby said Trust Company of its action was Trust Company 1911, all rights of 1 consumed the and

West of the Sixth Principal (1280)

upon, over and across the

se-railroad of Union Pacific

ch may be supposed to be anyone.

oil, coal or other minerals, peat places or mines and for oval therefrom of oil, coal,

struction, and to make any lition that said grantee, his the said four hundred (400)

e rights and appurtenances that

t with the said grantee that with good right to sell and

convey the same, and that it will warrant and defend the title to said premises unto the said grantees heirs and assigns forever against the lawful claims of all persons whomsoever.

Excepting As against all taxes and assessments levied upon said premises for or during the year 1903 and subsequent years, and excepting against any rights, liens or encumbrances created or permitted by any other person than the said grantor, since the day of October 1902

And Whereas, said The Union Pacific Land Company did, on the 28th day of June, 1898, execute and deliver to The Mercantile Trust Company, a certain mortgage deed wherein said Land Company conveyed to the said The Mercantile Trust Company, as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands hereinbefore described; and

Whereas, said The Union Pacific Land Company, with the consent of the said The Mercantile Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate, hereinbefore described, unto the said grantee for and in consideration of the sum paid as aforesaid to The Union Pacific Land Company by said grantee, which sum of money has been paid to said The Mercantile Trust Company in its capacity as Trustee, or has been otherwise properly paid or accounted for, under said mortgage, for the uses and purposes mentioned in said mortgage deed.

NOW, THEREFORE, Know All Men by These Presents, That said The Mercantile Trust Company, Trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Land Company to said Trust Company for the uses and purposes aforesaid, doth hereby Remise, Release and forever Quit Claim, subject to the exceptions, reservations and conditions above written, unto the said Thomas W. McMillan and Joseph A. Christ the real estate described aforesaid, to be held by the said grantee free and exempt from all liens, incumbrances and charges of said mortgage deed of the 28th day of June, 1898.

In Witness Whereof, The said grantor, The Union Pacific Land Company,

has caused these presents to be sealed with its corporate seal, and to be signed by its President, attested by its Secretary, and countersigned by its General Manager and its Auditor, as Assistant Auditor, and said The Mercantile Trust Company, under said mortgage deed of June 28, 1898, has caused these presents to be sealed with its corporate seal, and to be signed by its Vice-President, who is thereunto duly authorized and empowered by the laws of the Company and by resolution of its Board of Directors, this

day of November A. D. 1912

IN PRESENCE OF
E. E. Coffey
J. A. Christ



Attest: J. A. Christ Secretary.

THE UNION PACIFIC LAND COMPANY.

By E. E. Stillman President.

IN PRESENCE OF
E. E. Coffey
J. A. Christ



Attest: Guy Richards Secretary.

By J. A. Christ Vice-President.

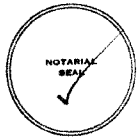
General Manager.
Auditor.

W. H. Coffey
J. A. Christ

STATE OF NEW YORK, ss.
County of New York.

Be It Remembered, That on this 11th day of November A. D. 1912 before me, a Notary Public, in and for said County, appeared The Union Pacific Land Company, by E. E. Stillman its President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and official seal this 11th day of November A. D. 1912, at the City of New York, in said County and State.
My commission expires March 30, 1913.



STATE OF NEW YORK, ss.
County of New York.

Be It Remembered, That on this 11th day of November A. D. 1912 before me, a Notary Public, in and for said County, appeared The Mercantile Trust Company, by J. A. Christ its Vice-President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice-President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and official seal this 11th day of November A. D. 1912, at the City of New York, in said County and State.
My commission expires March 30, 1913.



Notary Public.

Notary Public.

Recorded at 217 o'clock APR 16 1971
Reception 1225106 MAJORIE PAGE, Recorder

BOOK 1920 PAGE 247

QUITCLAIM DEED

THIS INDENTURE, dated as of April 1, 1971, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter the Grantor) and its wholly-owned subsidiary, UNION PACIFIC LAND RESOURCES CORPORATION, a Utah corporation (hereinafter the Grantee).

WITNESSETH:

WHEREAS, pursuant to a Plan of Reorganization of the Grantor dated March 25, 1971, Grantor desires to quitclaim to the Grantee, among other things, all of its right, title and interest in and to certain properties hereinafter more particularly described;

Now, THEREFORE, as a contribution, without consideration, to the capital of the Grantee pursuant to said Plan of Reorganization, the Grantor hereby does remise, release and forever quitclaim unto Grantee, its successors and assigns, all of the Grantor's right, title and interest in and to all real property and interests in real property located in the County of ARAPAHOE, State of COLORADO, and described on Exhibit A hereto;

EXCEPTING from this quitclaim and RESERVING unto the Grantor, its successors and assigns, its railroad operating rights of way, together with all its right, title and interest in the lands upon which any such rights of way are located, and in and to any and all lands used or held for use in transportation service, other than the coal and iron and all other minerals and mineral rights underlying any such rights of way and lands; it being the intention of the Grantor to quitclaim unto the Grantee, its successors and assigns, all of the Grantor's right, title and interest in and to the coal and iron and all other minerals and mineral rights underlying said rights of way and lands used or held for use in transportation service (hereinabove excepted and reserved to the Grantor, its successors and assigns) together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantee, its successors and assigns, but without entering upon or using the surface of said

rights of way and lands hereby excepted, and in such manner as not to damage the surface thereof hereby excepted or to interfere with the use thereof by the Grantor, its lessees, licensees, successors and assigns.

TOGETHER with all buildings, structures, improvements and other installations and appurtenances in and upon all lands conveyed hereby.

TO HAVE AND TO HOLD the said premises unto the said Union Pacific Land Resources Corporation, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, Union Pacific Railroad Company, has caused these presents to be sealed with its corporate seal and to be signed by one of its Vice Presidents and attested by its Secretary the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY,

By W. S. Cook.....
Vice President

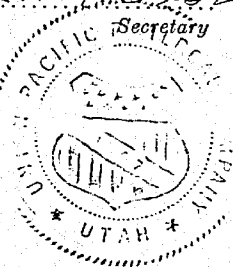
In Presence of:

R. B. Green.....

Attest:

C. M. Olson.....

[SEAL]



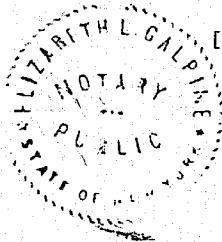
STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 31st day of March, 1971, before me, a Notary Public in and for the County and State of New York, personally appeared W. S. COOK to me personally known, and to me personally known to be a Vice President of UNION PACIFIC RAILROAD COMPANY, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say he is a Vice President of Union Pacific Railroad Company; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said W. S. COOK acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires March 30, 1972

Elizabeth L. Galpine (Vella)
Notary Public



[SEAL]

ELIZABETH L. GALPINE (VELLA)
Notary Public, State of New York
No. 20-6451300
Qualified in Nassau County
Certificate Filed in N.Y. Co. Clerk's Office
Commission Expires March 30, 1972

EXHIBIT A

BOOK 1920 PAGE 250
COUNTY OF ARAPAHOE
STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	01	04S	057W
ALL	03	04S	057W
ALL	05	04S	057W
ALL	07	04S	057W
ALL	09	04S	057W
ALL	11	04S	057W
ALL	13	04S	057W
ALL	15	04S	057W
ALL	17	04S	057W
ALL	19	04S	057W
ALL	21	04S	057W
ALL	23	04S	057W
ALL	25	04S	057W
ALL	27	04S	057W
ALL	29	04S	057W
ALL	31	04S	057W
ALL	33	04S	057W
ALL	35	04S	057W
ALL	01	05S	057W
ALL	03	05S	057W
ALL	05	05S	057W
ALL	07	05S	057W
ALL	09	05S	057W
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ALL	15	05S	057W
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ALL	13	04S	058W
ALL	15	04S	058W
ALL	17	04S	058W
ALL	19	04S	058W
ALL	21	04S	058W
ALL	23	04S	058W
ALL	25	04S	058W
ALL	27	04S	058W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE FIGURE "2" OR "4", SUCH FIGURE MEANS RESPECTIVELY TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 251 2
 COUNTY OF ARAPAHOE
 STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	29	04S	058W
ALL	31	04S	058W
ALL	33	04S	058W
ALL	35	04S	058W
ALL	01	05S	058W
ALL	03	05S	058W
ALL	05	05S	058W
ALL	07	05S	058W
ALL	09	05S	058W
ALL	11	05S	058W
ALL	13	05S	058W
ALL	15	05S	058W
ALL	17	05S	058W
ALL	19	05S	058W
ALL	21	05S	058W
ALL	23	05S	058W
ALL	25	05S	058W
ALL	27	05S	058W
ALL	29	05S	058W
ALL	31	05S	058W
ALL	33	05S	058W
ALL	35	05S	058W
ALL	01	04S	059W
ALL	03	04S	059W
ALL	05	04S	059W
ALL	07	04S	059W
ALL	09	04S	059W
ALL	11	04S	059W
ALL	13	04S	059W
ALL	15	04S	059W
ALL	17	04S	059W
ALL	19	04S	059W
ALL	21	04S	059W
ALL	23	04S	059W
ALL	25	04S	059W
ALL	27	04S	059W
ALL	29	04S	059W
ALL	31	04S	059W
ALL	33	04S	059W
ALL	35	04S	059W
ALL	01	05S	059W
ALL	03	05S	059W
ALL	05	05S	059W
ALL	07	05S	059W
ALL	09	05S	059W
ALL	11	05S	059W
ALL	13	05S	059W
ALL	15	05S	059W
ALL	17	05S	059W
ALL	19	05S	059W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
 FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY
 TO HALF AND QUARTER SECTIONS. SUCH AS W2 MEANS
 WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 252

PAGE 3

COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	21	05S	059W
ALL	23	05S	059W
ALL	25	05S	059W
ALL	27	05S	059W
ALL	29	05S	059W
ALL	31	05S	059W
ALL	33	05S	059W
ALL	35	05S	059W
ALL	01	04S	060W
ALL	03	04S	060W
ALL	05	04S	060W
ALL	07	04S	060W
ALL	09	04S	060W
ALL	11	04S	060W
ALL	13	04S	060W
ALL	15	04S	060W
NW4 & S2	17	04S	060W
ALL	19	04S	060W
ALL	21	04S	060W
ALL	23	04S	060W
ALL	25	04S	060W
ALL	27	04S	060W
ALL	29	04S	060W
ALL	31	04S	060W
ALL	33	04S	060W
ALL	35	04S	060W
ALL	01	05S	060W
ALL	03	05S	060W
ALL	05	05S	060W
ALL	07	05S	060W
ALL	09	05S	060W
ALL	11	05S	060W
ALL	13	05S	060W
PT E2	13	05S	060W
SW4, PT OF NW4	15	05S	060W
ALL	17	05S	060W
ALL	19	05S	060W
ALL	21	05S	060W
ALL	23	05S	060W
ALL	25	05S	060W
ALL	27	05S	060W
ALL	29	05S	060W
ALL	31	05S	060W
ALL	33	05S	060W
ALL	35	05S	060W
ALL	01	04S	061W
ALL	03	04S	061W
ALL	05	04S	061W
ALL	07	04S	061W
ALL	09	04S	061W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURE "2" OR "4", SAID FIGURES REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 253
PAGE 4

COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	11	04S	061W
ALL	13	04S	061W
ALL	15	04S	061W
ALL	17	04S	061W
W2	19	04S	061W
ALL	21	04S	061W
ALL	23	04S	061W
ALL	25	04S	061W
ALL	27	04S	061W
ALL	29	04S	061W
ALL	31	04S	061W
ALL	33	04S	061W
ALL	35	04S	061W
ALL	01	05S	061W
ALL	03	05S	061W
ALL	05	05S	061W
ALL	07	05S	061W
ALL	09	05S	061W
ALL	11	05S	061W
ALL	13	05S	061W
ALL	15	05S	061W
ALL	17	05S	061W
ALL	19	05S	061W
ALL	21	05S	061W
ALL	23	05S	061W
ALL	25	05S	061W
ALL	27	05S	061W
ALL	29	05S	061W
ALL	31	05S	061W
ALL	33	05S	061W
ALL	35	05S	061W
ALL	01	04S	062W
ALL	03	04S	062W
ALL	05	04S	062W
ALL	07	04S	062W
ALL	09	04S	062W
ALL	11	04S	062W
ALL	13	04S	062W
ALL	15	04S	062W
ALL	17	04S	062W
ALL	19	04S	062W
ALL	21	04S	062W
ALL	23	04S	062W
ALL	25	04S	062W
ALL	27	04S	062W
ALL	29	04S	062W
ALL	31	04S	062W
ALL	33	04S	062W
ALL	35	04S	062W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURE "2" OR "4" THE FIGURES REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 254
PAGE 5

COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	01	05S	062W
ALL	03	05S	062W
ALL	05	05S	062W
ALL	07	05S	062W
ALL	09	05S	062W
ALL	11	05S	062W
ALL	13	05S	062W
ALL	15	05S	062W
ALL	17	05S	062W
ALL	19	05S	062W
ALL	21	05S	062W
ALL	23	05S	062W
ALL	25	05S	062W
ALL	27	05S	062W
ALL	29	05S	062W
ALL	31	05S	062W
ALL	33	05S	062W
ALL	35	05S	062W
ALL	01	04S	063W
ALL	03	04S	063W
ALL	05	04S	063W
ALL	07	04S	063W
ALL	09	04S	063W
ALL	11	04S	063W
ALL	13	04S	063W
ALL	17	04S	063W
ALL	19	04S	063W
ALL	21	04S	063W
ALL	23	04S	063W
ALL	25	04S	063W
ALL	27	04S	063W
N2	27	04S	063W
S2	29	04S	063W
ALL	33	04S	063W
ALL	35	04S	063W
ALL	01	05S	063W
ALL	03	05S	063W
ALL	09	05S	063W
ALL	11	05S	063W
ALL	13	05S	063W
ALL	15	05S	063W
ALL	21	05S	063W
ALL	23	05S	063W
ALL	25	05S	063W
ALL	27	05S	063W
ALL	33	05S	063W
ALL	35	05S	063W
ALL	01	04S	064W
ALL	03	04S	064W
N2 & SW4	03	04S	064W
SE4			

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURE 1/2, 1/4, 3/4, 1/8, 3/8, 5/8, 7/8, 1/16, 3/16, 5/16, 7/16,
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 255
PAGE 6

COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
SW4	05	04S	064W
ALL	07	04S	064W
N2 & SW4	09	04S	064W
ALL	11	04S	064W
ALL	13	04S	064W
N2 & SE4	15	04S	064W
ALL	17	04S	064W
ALL	19	04S	064W
W2	21	04S	064W
ALL	23	04S	064W
ALL	01	04S	065W
ALL	03	04S	065W
ALL	05	04S	065W
ALL	07	04S	065W
ALL	09	04S	065W
ALL	11	04S	065W
ALL	13	04S	065W
ALL	15	04S	065W
ALL	17	04S	065W
ALL	19	04S	065W
ALL	23	04S	065W
ALL	25	04S	065W
ALL	27	04S	065W
ALL	29	04S	065W
ALL	07	05S	065W
ALL	19	05S	065W
ALL	29	05S	065W
ALL	01	04S	066W
SW4	03	04S	066W
SE4	05	04S	066W
STRIP ON N & E SIDES OF SEC.	09	04S	066W
NE4, & PT OF SE4	11	04S	066W
ALL	13	04S	066W
NW4 & S2	17	04S	066W
S2	19	04S	066W
ALL	21	04S	066W
ALL	25	04S	066W
ALL	27	04S	066W
ALL	01	05S	066W
ALL	03	05S	066W
E2 & E2 NW4	11	05S	066W
W2 NW4, SW4	11	05S	066W
ALL	13	05S	066W
N2 SE4, SW4 & SW4 SE4	19	05S	066W
ALL	21	05S	066W
ALL	23	05S	066W
E2	25	05S	066W
W2	25	05S	066W
ALL	27	05S	066W
NE4	29	05S	066W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURE NOT OR WITH DIRECTION FIGURES REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 256
PAGE 7

COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	31	05S	066W
N2 & SE4	33	05S	066W
N2 SW4	33	05S	066W
ALL	35	05S	066W
ALL	13	04S	067W
SE4	33	04S	067W
NE4	35	04S	067W
ALL	05	05S	067W
ALL	09	05S	067W
ALL	15	05S	067W
ALL	17	05S	067W
ALL	29	05S	067W
N2 & SW4	33	05S	067W
SE4	33	05S	068W
ALL	35	05S	068W

WHERE THE DISTRICTAL SYMBOL IS FOLLOWED BY THE
FIGURES "N2" OR "SE4" SHOULD REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS. SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 257

PAGE 8

CITY OF DEER TRAIL

COUNTY OF ARAPAHOE

STATE OF COLORADO

LOT	BLOCK
1-8 INCL. ORIGINAL TOWN	001
1-8 INCL. ORIGINAL TOWN	002
9 & 10 UP LAND CO 1ST ADD	002
ALL UP LAND CO 1ST ADD	003
1-8 INCL. ORIGINAL TOWN	003
1-6 INCL. UP LAND CO 2ND ADD.	004
5-8 INCL. ORIGINAL TOWN	004
1-13 INCL. UP LAND CO 2ND ADD.	005
5-8 INCL. ORIGINAL TOWN	005
1-12 INCL. UP LAND CO 2ND ADD.	006
5-7 INCL. ORIGINAL TOWN	006
1-7 INCL. UP LAND CO 2ND ADD.	007
2 & 3 ORIGINAL TOWN	007
FRACTIONAL ORIGINAL TOWN	008
1-16 INCL. UP LAND CO 2ND ADD.	008
1-16 INCL. UP LAND CO 2ND ADD.	009
2-8 INCL. ORIGINAL TOWN	009
1-16 INCL. UP LAND CO 2ND ADD.	010
1-8 INCL. ORIGINAL TOWN	010
1-13 & 16 UP LAND CO 2ND ADD.	011
1-8 INCL. ORIGINAL TOWN	011
1-7 INCL. ORIGINAL TOWN	012
10-16 INCL. UP LAND CO 2ND ADD.	012
1-16 INCL. UP LAND CO 2ND ADD.	013
1-7 INCL. ORIGINAL TOWN	013
FRACTIONAL ORIGINAL TOWN	014
1-8 & 10-16 UP LAND CO 2ND ADD.	014
1-16 INCL. UP LAND CO 2ND ADD.	015
1-5 INCL. ORIGINAL TOWN	015
1-16 INCL. UP LAND CO 2ND ADD.	016
1-8 INCL. ORIGINAL TOWN	016
ALL UP LAND CO 2ND ADD	017
1-8 INCL. ORIGINAL TOWN	017
ALL UP LAND CO 2ND ADD	018
1-6 INCL. ORIGINAL TOWN	018
1-16 INCL. UP LAND CO 2ND ADD.	019
1-3 INCL. ORIGINAL TOWN	019
1-8 INCL. ORIGINAL TOWN	020
9-16 INCL. UP LAND CO 2ND ADD.	020
1 & 2 ORIGINAL TOWN	021
1-16 INCL. UP LAND CO ADD.	022
1-16 INCL. UP LAND CO 2ND ADD.	023
9-16 INCL. UP LAND CO 2ND ADD.	024
9-16 INCL. UP LAND CO 2ND ADD.	028
1-16 INCL. UP LAND CO 2ND ADD.	029
1-16 INCL. UP LAND CO 2ND ADD.	030
1-16 INCL. UP LAND CO 2ND ADD.	031
1-16 INCL. UP LAND CO 2ND ADD.	032
1-10 INCL. UP LAND CO 2ND ADD.	033
ALL UP LAND CO 2ND ADD.	034
1-4 INCL. UP LAND CO 2ND ADD.	035
1-12 INCL. UP LAND CO 2ND ADD.	036

EXHIBIT A

BOOK 1920 PAGE 258

PAGE 9

CITY OF DEER TRAIL

COUNTY OF ARAPAHOE

STATE OF COLORADO

LOT

BLOCK

1-16 INCL. UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
9-16 INCL. UP LAND CO 2ND ADD.
9-15 INCL. UP LAND CO 2ND ADD.
1-8 INCL. UP LAND CO 2ND ADD.
ALL UP LAND CO 2ND ADD.
1-4 INCL. UP LAND CO 2ND ADD.
1-10 INCL. UP LAND CO 2ND ADD.
1-7 INCL. UP LAND CO 2ND ADD.
ALL UP LAND CO 2ND ADD.

037
038
039
044
045
046
047
048
049
050

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A8189797
11/23/98 16:01:20
PG: 0001-012
61.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

RELEASE AND QUITCLAIM DEED

THIS DEED is made as of September 28, 1995 (the "Effective Date"), between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Railroad") and UNION PACIFIC LAND RESOURCES CORPORATION, a Nebraska corporation ("Resources").

RECITALS:

A. By deed(s) filed in the deed records of Arapahoe County, Colorado, on April 16, 1971, in Book 1920 at Page 247, Railroad quitclaimed to Resources all of Railroad's right, title and interest in and to the lands described in **Exhibit A** attached hereto and made a part hereof (the "Property"), and reserved unto itself, its successors and assigns, the following:

"...its railroad operating rights of way, together with all its right, title and interest in the lands upon which any such rights of way are located, and in and to any and all lands used or held for use in transportation service, ...".

B. Resources desires that the reservation recited in Paragraph A above (the "General Railroad Reservation") be modified by the cancellation and release of the General Railroad Reservation as to any and all portions of the Property which are owned of record in fee on the Effective Date by Resources, Union Pacific Resources Group Inc., Union Pacific Resources Company or Rock Springs Royalty Company, and the substitution of certain other rights to be granted by Resources to Railroad by separate instruments of even date herewith.

C. Railroad is agreeable to such cancellation and release of the General Railroad Reservation.

2/12

RELEASE AND QUITCLAIM:

Railroad, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, REMISES, RELEASES AND QUITCLAIMS to Resources, its successors and assigns, all of Railroad's right, title and interest which Railroad has in the Property by virtue of the General Railroad Reservation, excepting from this Release and Quitclaim and reserving unto Railroad, its successors and assigns, (1) the General Railroad Reservation in and to any and all portions of the Property which are not owned of record in fee by Resources on the Effective Date, and (2) Railroad's right, title and interest in the Property, if any, which Railroad has other than by virtue of the General Railroad Reservation.

TO HAVE AND TO HOLD such right, title and interest in and to the Property attributable to the General Railroad Reservation unto Resources, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has executed this Release and Quitclaim as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY

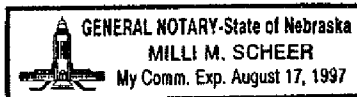
By: 
Title: Assistant Vice President

3/12

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On September 28, 1995, before me, a Notary Public in and for said County and State, personally appeared R. D. Uhrich, Assistant Vice President of Union Pacific Railroad Company, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

Milli M. Scheer
Notary Public

EXHIBIT A

BOOK 1920 PAGE 250
 COUNTY OF ARAPAHOE
 STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	01	04S	057W
ALL	03	04S	057W
ALL	05	04S	057W
ALL	07	04S	057W
ALL	09	04S	057W
ALL	11	04S	057W
ALL	13	04S	057W
ALL	15	04S	057W
ALL	17	04S	057W
ALL	19	04S	057W
ALL	21	04S	057W
ALL	23	04S	057W
ALL	25	04S	057W
ALL	27	04S	057W
ALL	29	04S	057W
ALL	31	04S	057W
ALL	33	04S	057W
ALL	35	04S	057W
ALL	01	05S	057W
ALL	03	05S	057W
ALL	05	05S	057W
ALL	07	05S	057W
ALL	09	05S	057W
ALL	11	05S	057W
ALL	13	05S	057W
ALL	15	05S	057W
ALL	17	05S	057W
ALL	19	05S	057W
ALL	21	05S	057W
ALL	23	05S	057W
ALL	25	05S	057W
ALL	27	05S	057W
ALL	29	05S	057W
ALL	31	05S	057W
ALL	33	05S	057W
ALL	35	05S	057W
ALL	01	04S	058W
ALL	03	04S	058W
ALL	05	04S	058W
ALL	07	04S	058W
ALL	09	04S	058W
ALL	11	04S	058W
ALL	13	04S	058W
ALL	15	04S	058W
ALL	17	04S	058W
ALL	19	04S	058W
ALL	21	04S	058W
ALL	23	04S	058W
ALL	25	04S	058W
ALL	27	04S	058W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
 FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY
 TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
 WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

REORGE XD-34

EXHIBIT A

BOOK 1920 PAGE 251
 COUNTY OF ARAPAHOE
 STATE OF COLORADO

2

5/12

DESCRIPTION	SEC	TWP	RANGE
ALL	29	04S	058W
ALL	31	04S	058W
ALL	33	04S	058W
ALL	35	04S	058W
ALL	01	05S	058W
ALL	03	05S	058W
ALL	05	05S	058W
ALL	07	05S	058W
ALL	09	05S	058W
ALL	11	05S	058W
ALL	13	05S	058W
ALL	15	05S	058W
ALL	17	05S	058W
ALL	19	05S	058W
ALL	21	05S	058W
ALL	23	05S	058W
ALL	25	05S	058W
ALL	27	05S	058W
ALL	29	05S	058W
ALL	31	05S	058W
ALL	33	05S	058W
ALL	35	05S	058W
ALL	01	04S	059W
ALL	03	04S	059W
ALL	05	04S	059W
ALL	07	04S	059W
ALL	09	04S	059W
ALL	11	04S	059W
ALL	13	04S	059W
ALL	15	04S	059W
ALL	17	04S	059W
ALL	19	04S	059W
ALL	21	04S	059W
ALL	23	04S	059W
ALL	25	04S	059W
ALL	27	04S	059W
ALL	29	04S	059W
ALL	31	04S	059W
ALL	33	04S	059W
ALL	35	04S	059W
ALL	01	05S	059W
ALL	03	05S	059W
ALL	05	05S	059W
ALL	07	05S	059W
ALL	09	05S	059W
ALL	11	05S	059W
ALL	13	05S	059W
ALL	15	05S	059W
ALL	17	05S	059W
ALL	19	05S	059W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
 FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY
 TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
 WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

STATE OF COLORADO

SEC	TMP	RANGE
-----	-----	-------

11	04S	061W
13	04S	061W
15	04S	061W
17	04S	061W
19	04S	061W
21	04S	061W
23	04S	061W
25	04S	061W
27	04S	061W
29	04S	061W
31	04S	061W
33	04S	061W
35	04S	061W
01	05S	061W
03	05S	061W
05	05S	061W
07	05S	061W
09	05S	061W
11	05S	061W
13	05S	061W
15	05S	061W
17	05S	061W
19	05S	061W
21	05S	061W
23	05S	061W
25	05S	061W
27	05S	061W
29	05S	061W
31	05S	061W
33	05S	061W
35	05S	061W
01	04S	062W
03	04S	062W
05	04S	062W
07	04S	062W
09	04S	062W
11	04S	062W
13	04S	062W
15	04S	062W
17	04S	062W
19	04S	062W
21	04S	062W
23	04S	062W
25	04S	062W
27	04S	062W
29	04S	062W
31	04S	062W
33	04S	062W
35	04S	062W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

COUNTY OF ARAPAHOE 9/12

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
SW4	05	04S	064W
ALL	07	04S	064W
N2 & SW4	09	04S	064W
ALL	11	04S	064W
ALL	13	04S	064W
N2 & SE4	15	04S	064W
ALL	17	04S	064W
ALL	19	04S	064W
W2	21	04S	064W
ALL	23	04S	064W
ALL	01	04S	065W
ALL	03	04S	065W
ALL	05	04S	065W
ALL	07	04S	065W
ALL	09	04S	065W
ALL	11	04S	065W
ALL	13	04S	065W
ALL	15	04S	065W
ALL	17	04S	065W
ALL	19	04S	065W
ALL	23	04S	065W
ALL	25	04S	065W
ALL	27	04S	065W
ALL	29	04S	065W
ALL	07	05S	065W
ALL	19	05S	065W
ALL	29	05S	065W
ALL	01	04S	066W
SW4	03	04S	066W
SE4	05	04S	066W
STRIP ON N & E SIDES OF SEC.	09	04S	066W
NE4, & PT OF SE4	11	04S	066W
ALL	13	04S	066W
NW4 & S2	17	04S	066W
S2	19	04S	066W
ALL	21	04S	066W
ALL	25	04S	066W
ALL	27	04S	066W
ALL	01	05S	066W
ALL	03	05S	066W
E2 & E2 NW4	11	05S	066W
W2 NW4, SW4	11	05S	066W
ALL	13	05S	066W
N2 SE4, SW4 & SW4 SE4	19	05S	066W
ALL	21	05S	066W
ALL	23	05S	066W
E2	25	05S	066W
W2	25	05S	066W
ALL	27	05S	066W
NE4	29	05S	066W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

COUNTY OF ARAPAHOE 10/12

STATE OF COLORADO

DESCRIPTION

ALL
N2 & SE4
N2 SW4
ALL
ALL
SE4
NE4
ALL
ALL
ALL
ALL
ALL
N2 & SW4
SE4
ALL

SEC	TWP	RANGE
31	05S	066W
33	05S	066W
33	05S	066W
35	05S	066W
13	04S	067W
33	04S	067W
35	04S	067W
05	05S	067W
09	05S	067W
15	05S	067W
17	05S	067W
29	05S	067W
33	05S	067W
33	05S	068W
35	05S	068W

WHERE THE SYMBOL IS FOLLOWED BY THE
FIGURE 2 OR 4, THE FIGURES REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

CITY OF DEER TRAIL
 COUNTY OF ARAPAHOE
 STATE OF COLORADO

LOT	BLOCK
1-8 INCL. ORIGINAL TOWN	001
1-8 INCL. ORIGINAL TOWN	002
9 & 10 UP LAND CO 1ST ADD	002
ALL UP LAND CO 1ST ADD	003
1-8 INCL. ORIGINAL TOWN	003
1-6 INCL. UP LAND CO 2ND ADD.	004
5-8 INCL. ORIGINAL TOWN	004
1-13 INCL. UP LAND CO 2ND ADD.	005
5-8 INCL. ORIGINAL TOWN	005
1-12 INCL. UP LAND CO 2ND ADD.	006
5-7 INCL. ORIGINAL TOWN	006
1-7 INCL. UP LAND CO 2ND ADD.	007
2 & 3 ORIGINAL TOWN	007
FRACTIONAL ORIGINAL TOWN	008
1-16 INCL. UP LAND CO 2ND ADD.	008
1-16 INCL. UP LAND CO 2ND ADD.	009
2-8 INCL. ORIGINAL TOWN	009
1-16 INCL. UP LAND CO 2ND ADD.	010
1-8 INCL. ORIGINAL TOWN	010
1-13 & 16 UP LAND CO 2ND ADD.	011
1-8 INCL. ORIGINAL TOWN	011
1-7 INCL. ORIGINAL TOWN	012
10-16 INCL. UP LAND CO 2ND ADD.	012
1-16 INCL. UP LAND CO 2ND ADD.	013
1-7 INCL. ORIGINAL TOWN	013
FRACTIONAL ORIGINAL TOWN	014
1-8 & 10-16 UP LAND CO 2ND ADD.	014
1-16 INCL. UP LAND CO 2ND ADD.	015
1-5 INCL. ORIGINAL TOWN	015
1-16 INCL. UP LAND CO 2ND ADD.	016
1-8 INCL. ORIGINAL TOWN	016
ALL UP LAND CO 2ND ADD	017
1-8 INCL. ORIGINAL TOWN	017
ALL UP LAND CO 2ND ADD	018
1-6 INCL. ORIGINAL TOWN	018
1-16 INCL. UP LAND CO 2ND ADD.	019
1-3 INCL. ORIGINAL TOWN	019
1-2 INCL. ORIGINAL TOWN	020
9-16 INCL. UP LAND CO 2ND ADD.	020
1 & 2 ORIGINAL TOWN	021
1-16 INCL. UP LAND CO ADD.	022
1-16 INCL. UP LAND CO 2ND ADD.	023
9-16 INCL. UP LAND CO 2ND ADD.	024
9-16 INCL. UP LAND CO 2ND ADD.	028
1-16 INCL. UP LAND CO 2ND ADD.	029
1-16 INCL. UP LAND CO 2ND ADD.	030
1-16 INCL. UP LAND CO 2ND ADD.	031
1-16 INCL. UP LAND CO 2ND ADD.	032
1-10 INCL. UP LAND CO 2ND ADD.	033
ALL UP LAND CO 2ND ADD.	034
1-4 INCL. UP LAND CO 2ND ADD.	035
1-12 INCL. UP LAND CO 2ND ADD.	036

CITY OF DEER TRAIL
COUNTY OF ARAPAHOE
STATE OF COLORADO

LOT	BLOCK
1-16 INCL. UP LAND CO 2ND ADD.	037
1-16 INCL. UP LAND CO 2ND ADD.	038
9-16 INCL. UP LAND CO 2ND ADD.	039
9-15 INCL. UP LAND CO 2ND ADD.	044
1-8 INCL. UP LAND CO 2ND ADD.	045
ALL UP LAND CO 2ND ADD.	046
1-4 INCL. UP LAND CO 2ND ADD.	047
1-10 INCL. UP LAND CO 2ND ADD.	048
1-7 INCL. UP LAND CO 2ND ADD.	049
ALL UP LAND CO 2ND ADD.	050

RELINQUISHMENT AND QUITCLAIM

THIS DEED, made this 27th day of September, 1996, by and between UNION PACIFIC RESOURCES COMPANY, a corporation of the State of Delaware (hereinafter "UPRC"), and E-470 PUBLIC HIGHWAY AUTHORITY, a political subdivision of the State of Colorado (hereinafter "GRANTEE").

WITNESSETH:

RECITALS

A7008022
1/23/97 12:58:56
PG: 0001-013
66.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

1. The lands which are the subject of this Relinquishment and Quitclaim are all those lands that are described on attached Exhibit A in which UPRC owns an interest and are all hereinafter referred to as the "Subject Lands."
2. By deed dated November 6, 1912 and recorded on February 13, 1913 in the Office of the Clerk and Recorder of Arapahoe County in Book A-66, Page 17, Union Pacific Land Company conveyed to Thomas W. McMahon and Joseph Cohorst certain real estate in Arapahoe County, Colorado, portions of which are the Subject Lands. Said deed was made subject to the reservation by the Grantor of, among other things, "(a)ll oil, coal and other minerals within or underlying said lands."
3. By Quitclaim Deed dated April 1, 1971 recorded on April 16, 1971 in the Office of the Clerk and Recorder of Arapahoe County in Book 1920, Page 247, Union Pacific Railroad Company, successor in interest to Union Pacific Land Company, quitclaimed to Union Pacific Land Resources Corporation ("UPLRC"), all of its right, title, and interest in and to certain real estate in Arapahoe County, Colorado, portions of which are the Subject Lands.
4. By mineral deed dated January 13, 1977 recorded on April 1, 1977 in the Office of the Clerk and Recorder of Arapahoe County in Book 2568, Page 677, UPLRC conveyed to Champlin Petroleum Company, predecessor in name to UPRC, all of UPLRC's right, title and interest in portions of the Subject Lands in and to all oil, gas and associated liquid hydrocarbons and other rights as identified in such mineral deed.
5. This Relinquishment and Quitclaim relates to surface entry only for the oil, gas and associated liquid hydrocarbons and coal bed methane gas ("Oil and Gas") that UPRC owns in the Subject Lands.

2/12

RELINQUISHMENT AND QUITCLAIM

NOW THEREFORE, UPRC, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it paid, the receipt of which is hereby acknowledged, has RELINQUISHED and forever QUITCLAIMED, and by these presents does RELINQUISH and forever QUITCLAIM unto GRANTEE, its grantees, successors and assigns, with respect to UPRC's interests in the Subject Lands only, the right to enter upon the surface of the Subject Lands to explore for and remove the Oil and Gas by virtue of the reservation contained in the deed described in paragraph 2, it being the intent hereof to relinquish only the right to enter upon the surface of the Subject Lands to explore for and remove the Oil and Gas, and to leave in full force and effect all other rights reserved to Union Pacific Land Company in that deed, it being expressly understood that UPRC's title to the Oil and Gas shall be in no way affected and that UPRC and any lessee, licensee, successor or assign of UPRC shall have the right to remove such Oil and Gas from the Subject Lands by subterranean entries, by means of operations conducted on the surface of other lands or otherwise by any means or methods suitable to UPRC, its lessees, licensees, successors and assigns, but without entering upon or using the surface of the Subject Lands, and in such manner as not to damage the surface of the Subject Lands or to interfere with the use thereof by GRANTEE, its grantees, successors and assigns.

This Relinquishment and Quitclaim is made subject to the specific understanding that all of the terms, conditions, provisions and reservations contained in the deed dated November 6, 1912 referenced in paragraph 2 and not heretofore relinquished shall continue in full force and effect with respect to all lands conveyed thereby and not covered by this Relinquishment and Quitclaim, and it is further specifically understood that all the terms, conditions, provisions and reservations contained in that deed and not relinquished hereunder shall continue in full force and effect with respect to the Subject Lands.

IN WITNESS WHEREOF, UPRC has executed this Relinquishment and Quitclaim on the date first written above.

UNION PACIFIC RESOURCES COMPANY

By Elly Barnes
Attorney in Fact *pac*

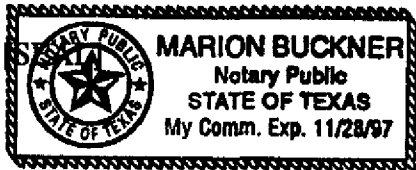
STATE OF TEXAS

COUNTY OF TARRANT

)
) ss
)

3/13

On the 27th day of September, 1996, personally appeared before me,
ELLY BARNES, who, being by me duly sworn, did say that he is
the Attorney in Fact for UNION PACIFIC RESOURCES COMPANY.



Marion Buckner
Notary Public

My Commission Expires: _____

EXHIBIT A

to Relinquishment and Quitclaim dated
_____, 1996 between Union Pacific
Resources Company and E-470 Public
Highway Authority-Consisting of 10 pages

413

OWNER: GUN CLUB PARK, LTD

TK-76

STA 954± STA 967±

REVISED: April 11, 1996

DESCRIPTION

A parcel of land No. TK-76 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Northeast Corner of said Section 25;
Thence South 89°25'17" West, 50.00 feet, along the northerly line of said Section 25, to a point on the westerly right-of-way line of Gun Club Road and the TRUE POINT OF BEGINNING;
Thence South 00°27'08" East, 100.00 feet, along said westerly right-of-way line;
Thence South 89°25'17" West, 1993.34 feet;
Thence South 82°15'35" West, 374.17 feet;
Thence South 46°58'53" West, 81.20 feet, to a point of non-tangent curvature;
Thence along the arc of a curve to the right, whose center bears South 89°56'10" West, 11288.80 feet, thru a central angle of 01°01'12", an arc length of 200.95, whose chord bears South 00°26'46" West, 200.95 feet, to a point of tangency;
Thence South 00°57'22" West, 322.14 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 89°02'38" East, 2273.90 feet, thru a central angle of 07°33'06", an arc length of 299.70 feet, whose chord bears South 02°49'11" East, 299.49 feet, to a point of tangency;
Thence South 06°35'44" East, 300.23 feet, to a point on the southerly line of the North Half of the Northeast Quarter of said Section 25;
Thence South 89°25'54" West, 193.46 feet, along said southerly line;
Thence South 89°23'45" West, 312.11 feet, along the southerly line of the North Half of the Northwest Quarter of said Section 25, to a point on non-tangent curvature;
Thence along the arc of curve to the left, whose center bears South 66°58'04" West, 1382.39 feet, thru a central angle of 00°08'01", an arc length of 3.22 feet, whose chord bears North 23°05'56" West, 3.22 feet, to a point of tangency;
Thence North 23°09'56" West, 929.01 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 66°50'04" West, 100.00 feet, thru a central angle of 67°24'47", an arc length of 117.66 feet, whose chord bears North 56°52'20" West, 110.99 feet, to a point of tangency;
Thence South 89°25'17" West, 214.55 feet, to a point of curvature;

5/13

OWNER: GUN CLUB PARK, LTD

TK-76

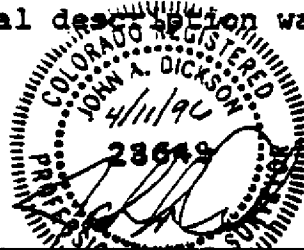
STA 954± STA 967±

REVISED: April 11, 1996

Thence along the arc of a curve to the right, whose center bears North 00°34'43" West, 200.00 feet, thru a central angle of 86°59'31", an arc length of 303.66 feet, whose chord bears North 47°04'58" West, 275.32 feet, to a point of tangency;
Thence North 03°35'12" West, 109.16 feet;
Thence South 89°20'58" West, 544.43 feet;
Thence North 00°39'02" West, 100.00 feet, to a point on said northerly Section line;
Thence North 89°20'58" East, 1731.35 feet, along said northerly line of said Section 25 to the North Quarter Corner of said Section 25;
Thence North 89°25'17" East, 2582.94 feet, continuing along said northerly Section line to the Point of Beginning.

Containing 33.3200 acres, or 1451421 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.

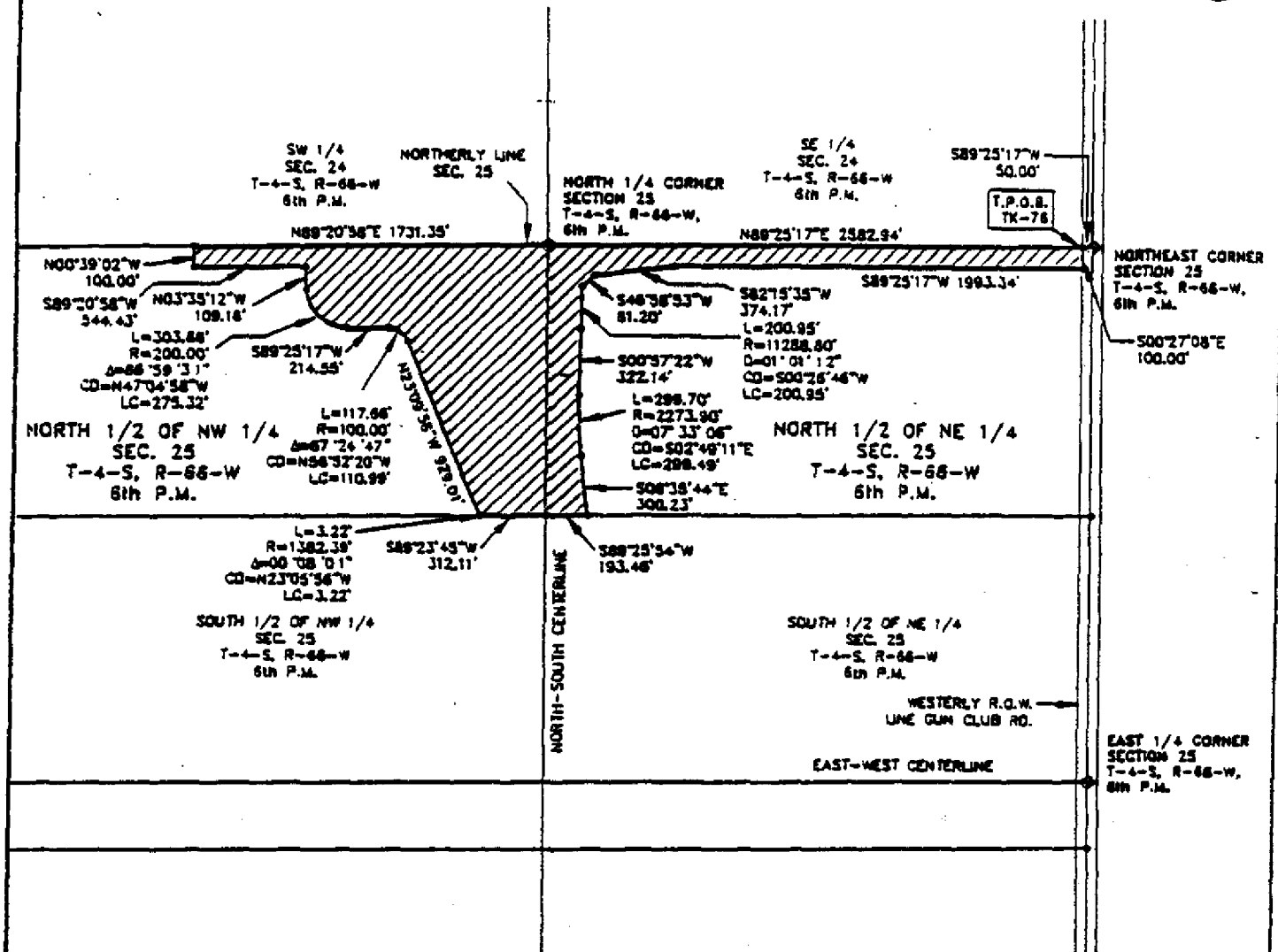


For and on behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

TK-76180

ACQUISITION EXHIBIT

6/13



SCALE: 1" = 800'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 33.3200 AC

WESTERN STATES
SURVEYING, Inc.

TK-76

OWNER: GUN CLUB PARK, LTD
STA 954+/- STA 967+/-

CALC: JAD 11/17/95

REV: 4/11/96 WSSI

DRWN: JAD 11/30/95

E-470

DESCRIPTION


A parcel of land No. TK-73 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

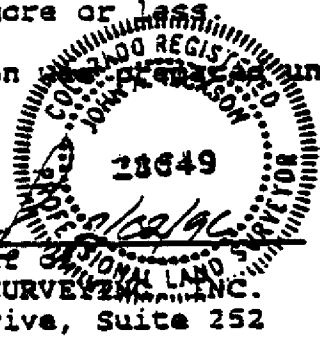
NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Southeast Corner of said Section 25;
Thence South 89°10'59" West, 50.00 feet, along the southerly line of said Section 25 to a point on the westerly right-of-way line of Gun Club Road and the TRUE POINT OF BEGINNING;
Thence continuing along said southerly line South 89°10'59" West, 2179.31 feet;
Thence North 14°31'50" West, 210.36 feet;
Thence North 10°42'50" West, 338.71 feet;
Thence North 07°29'31" West, 1120.96 feet, to a point on the southerly line of a parcel of land described in Book 4706 at Page 601 of the Arapahoe County records;
Thence North 89°10'57" East, 462.95 feet, along said southerly line;
Thence South 14°31'39" East, 793.51 feet;
Thence North 79°39'00" East, 478.77 feet;
Thence South 12°09'53" East, 839.89 feet;
Thence South 00°29'01" East, 79.73 feet;
Thence North 89°10'59" East, 1130.05 feet, to a point on said westerly right-of-way line;
Thence South 00°28'25" East, 60.00 feet, along said westerly right-of-way line to the Point of Beginning.

Containing 32.7455 acres, or 1426392 square feet, more or less.

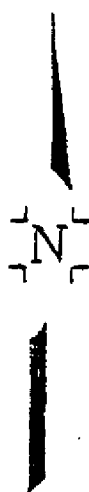
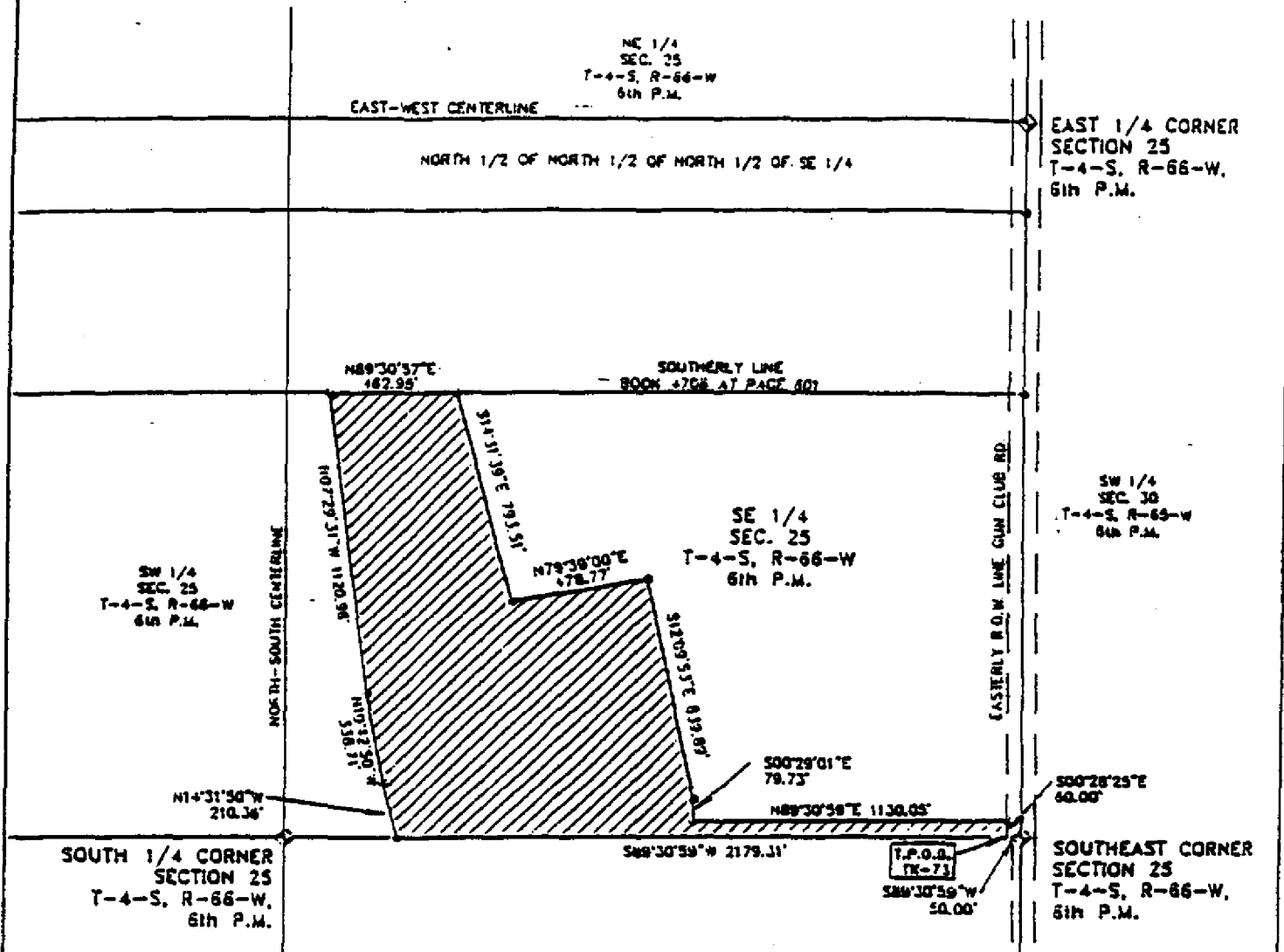
I hereby certify that the attached legal description was prepared under my direct supervision.


For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649



TK-71160

ACQUISITION EXHIBIT



SCALE: 1" = 600'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 32.7455 AC

WESTERN STATES
SURVEYING, Inc.

TK-73

GUN CLUB ROAD REAL ESTATE, et al
STA 914+/- STA 930+/-

CALC: JAD 1/16/96

REV:

DRWN: JAD 1/16/96

E-470

9/13

DANIEL CRIPPEN, ETAL

TK-74

STA 930± STA 937±

REVISED: March 26, 1996

DESCRIPTION

A parcel of land No. TK-74 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows: -

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the East Quarter Corner of said Section 25;
Thence South 00°28'25" East, 330.66 feet, along the easterly line of Section 25, to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25;
Thence South 89°27'05" West, 2180.39 feet, along said southerly line to the TRUE POINT OF BEGINNING;
Thence South 14°31'39" East, 682.60 feet, to a point on the southerly line of a parcel of land as described in Book 4706 at Page 601 of the Arapahoe County records;
Thence South 89°30'57" West, 622.45 feet, along said southerly line, to a point on the North-South Centerline of said Section 25;
Thence North 00°23'34" West, 661.68 feet, along said North-South Centerline, to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25;
Thence North 89°27'05" East, 455.76 feet, along said southerly line to the Point of Beginning.

Containing 8.1927 acres, or 356874 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

ACQUISITION EXHIBIT

10/13

NE 1/4
SEC. 25
T-4-S, R-66-W
6th P.M.

EAST-WEST CENTERLINE

NORTH 1/2 OF NORTH 1/2 OF NORTH 1/2 OF SE 1/4

N88°27'05"E
455.76'

S00°28'25"E
130.66'

EAST 1/4 CORNER
SECTION 25
T-4-S, R-66-W,
6th P.M.

T.P.O.B.
TK-74

S88°27'05"W 2180.38'

N00°23'31"W
861.65'

S15°31'35"E
602.80'

SOUTHERLY LINE
BOOK 4708 AT PAGE 601

S88°30'57"W
622.45'

SW 1/4
SEC. 25
T-4-S, R-66-W
6th P.M.

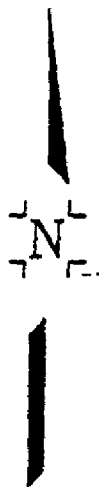
NORTH-SOUTH CENTERLINE

SE 1/4
SEC. 25
T-4-S, R-66-W
6th P.M.

SW 1/4
SEC. 30
T-4-S, R-65-W
6th P.M.

SOUTH 1/4 CORNER
SECTION 25
T-4-S, R-66-W,
6th P.M.

SOUTHEAST CORNER
SECTION 25
T-4-S, R-66-W,
6th P.M.



SCALE: 1" = 600'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 8.1927 AC

**WESTERN STATES
SURVEYING, Inc.**

TK-74
DANIEL CRIPPEN, ETAL
STA 930+/- STA 937+/-

CALC: JAD 11/17/95 REV: 3/25/96 E470
DRWN: JAD 11/28/95

E-470

11/3

DANIEL & LAREESE CRIPPEN

TK-75

STA 937± STA 954±

REVISED: March 26, 1996

DESCRIPTION

A parcel of land No. TK-75 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the East Quarter Corner of said Section 25;
Thence South 00°28'25" East, 330.66 feet, along the easterly line of Section 25 to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25;
Thence South 89°27'05" West, 2180.39 feet, along said southerly line to the TRUE POINT OF BEGINNING;
Thence continuing South 89°27'05" West, 455.76 feet, along said southerly line to a point on the North-South Centerline of said Section 25;
Thence North 00°23'34" West, 146.22 feet, along said North-South Centerline;
Thence North 10°58'14" West, 1247.90 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 79°01'46" West, 1382.39 feet, thru a central angle of 12°03'41", an arc length of 291.01 feet, whose chord bears North 17°00'05" West, 290.47 feet, to a point on the northerly line of the South Half of the Northwest Quarter said Section 25 and a point of non-tangency;
Thence North 89°23'45" East, 312.11 feet, along said northerly line to a point on said North-South Centerline;
Thence North 89°25'54" East, 193.46 feet, along the northerly line of the South Half of the Northeast Quarter;
Thence South 06°35'44" East, 401.06 feet;
Thence South 01°22'25" East, 195.74 feet;
Thence South 10°42'50" East, 738.52 feet;
Thence South 14°31'39" East, 341.11 feet, to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25 and the Point of Beginning.

12/13

DANIEL & LAREESE CRIPPEN

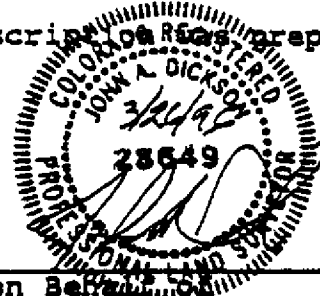
TK-75

STA 937± STA 954±

REVISED: March 26, 1996

Containing 16.2240 acres, or 706719 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.

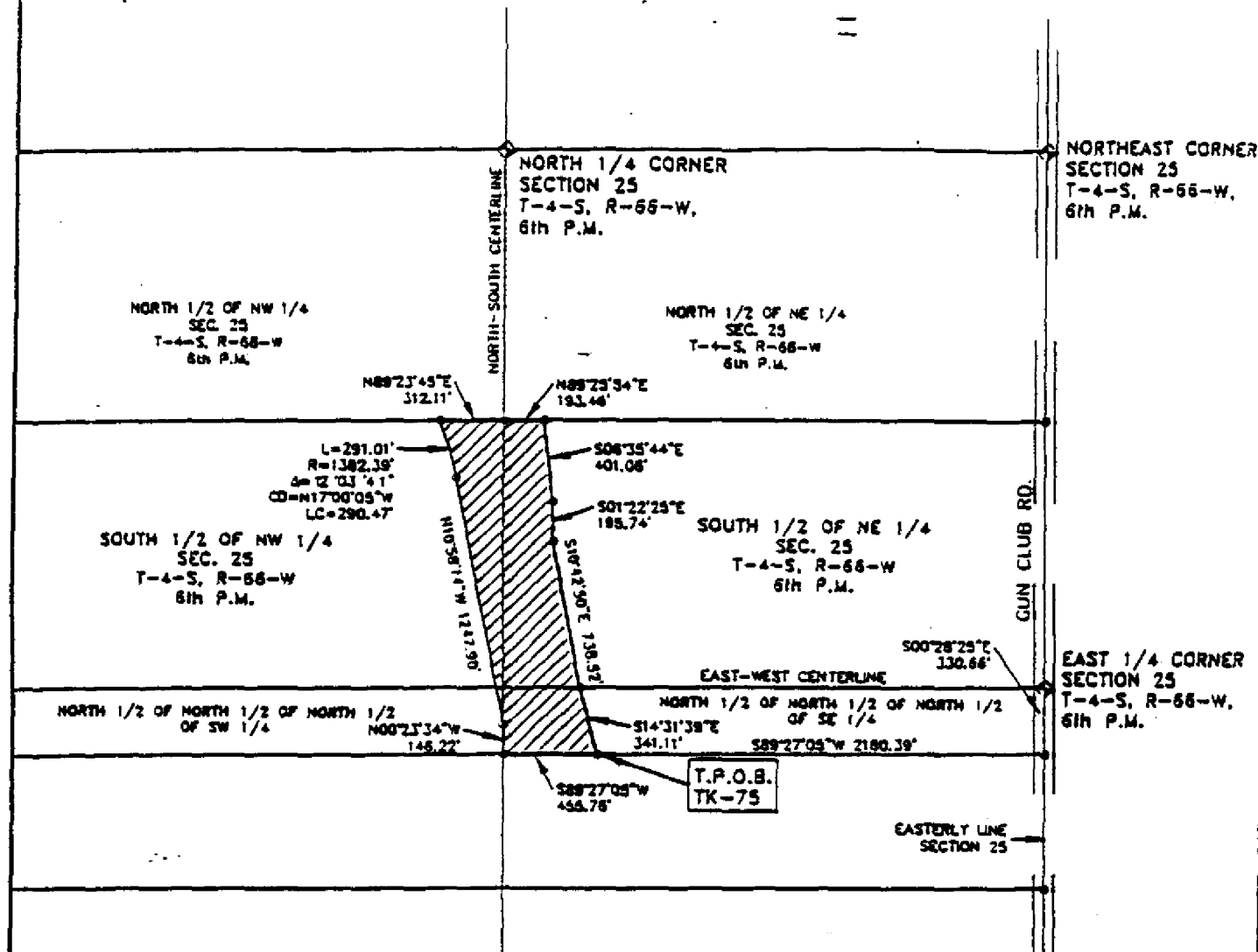


For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

TK-75LBO

ACQUISITION EXHIBIT

13/13



SCALE: 1" = 800'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 18.2240 AC

WESTERN STATES SURVEYING, Inc.

TK-75

DANIEL & LAREESE CRIPPEN
STA 937+/- STA 954+/-

CALC: JAD 11/17/95

REV: 3/25/96 E470

DRWN: JAD 11/28/95

E-470

RELINQUISHMENT AND QUITCLAIM

THIS DEED, made this 27th day of September, 1996, by and between UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska (hereinafter "UPLRC"), and E-470 PUBLIC HIGHWAY AUTHORITY, a political subdivision of the State of Colorado (hereinafter "GRANTEE").

WITNESSETH: A7008021
1/23/97 12:58:56
PG: 0001-009
46.00 DQC FEE: 0.00
RECITALS DONETTA DAVIDSON
ARAPAHOE COUNTY

1. The lands which are the subject of this Relinquishment and Quitclaim are those lands that are described on attached Exhibit A in which UPLRC owns an interest and are all hereinafter referred to as the "Subject Lands."
2. By deed dated November 6, 1912 and recorded on February 13, 1913 in the Office of the Clerk and Recorder of Arapahoe County in Book A-66, Page 17, Union Pacific Land Company conveyed to Thomas W. McMahon and Joseph Cohorst certain real estate in Arapahoe County, Colorado, portions of which are the Subject Lands. Said deed was made subject to the reservation by the Grantor of, among other things, "(a)ll oil, coal and other minerals within or underlying said lands."
3. By Quitclaim Deed dated April 1, 1971 recorded on April 16, 1971 in the Office of the Clerk and Recorder of Arapahoe County in Book 1920, Page 247, Union Pacific Railroad Company, successor in interest to Union Pacific Land Company, quitclaimed to Union Pacific Land Resources Corporation, a Utah corporation ("Utah Corporation"), all of its right, title, and interest in and to certain real estate in Arapahoe County, Colorado, portions of which are the Subject Lands.
4. By mineral deed dated January 13, 1977 recorded on April 1, 1977 in the Office of the Clerk and Recorder of Arapahoe County in Book 2568, Page 677, UPLRC conveyed to Champlin Petroleum Company, predecessor in name to UPRC, all of UPLRC's right, title and interest in portions of the Subject Lands in and to all oil, gas and associated liquid hydrocarbons and other rights as identified in such mineral deed.
5. On August 12, 1977, the Utah corporation was merged into UPLR Corporation, a corporation of the State of Nebraska, and effective as of the moment of the merger, UPLR Corporation became Union Pacific Land Resources Corporation. Under the laws of the State of Nebraska, UPLRC, by operation of law, became successor in interest to all right, title and interest of the Utah corporation in and to the Subject Lands.
6. This Relinquishment and Quitclaim relates to surface entry only for the oil, gas and associated liquid hydrocarbons and coal bed methane gas ("Oil and Gas") that UPLRC owns in the Subject Lands.

2/9

RELINQUISHMENT AND QUITCLAIM


NOW THEREFORE, UPLRC, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it paid, the receipt of which is hereby acknowledged, has RELINQUISHED and forever QUITCLAIMED, and by these presents does RELINQUISH and forever QUITCLAIM unto GRANTEE, its grantees, successors and assigns, with respect to UPLRC's interests in the Subject Lands only, the right to enter upon the surface of the Subject Lands to explore for and remove the Oil and Gas by virtue of the reservation contained in the deed described in paragraph 2, it being the intent hereof to relinquish only the right to enter upon the surface of the Subject Lands to explore for and remove the Oil and Gas, and to leave in full force and effect all other rights reserved to Union Pacific Land Company in that deed, it being expressly understood that UPLRC's title to the Oil and Gas shall be in no way affected and that UPLRC and any lessee, licensee, successor or assign of UPLRC shall have the right to remove such Oil and Gas from the Subject Lands by subterranean entries, by means of operations conducted on the surface of other lands or otherwise by any means or methods suitable to UPLRC, its lessees, licensees, successors and assigns, but without entering upon or using the surface of the Subject Lands, and in such manner as not to damage the surface of the Subject Lands or to interfere with the use thereof by GRANTEE, its grantees, successors and assigns.

This Relinquishment and Quitclaim is made subject to the specific understanding that all of the terms, conditions, provisions and reservations contained in the deed dated November 6, 1912 referenced in paragraph 2 and not heretofore relinquished shall continue in full force and effect with respect to all lands conveyed thereby and not covered by this Relinquishment and Quitclaim, and it is further specifically understood that all the terms, conditions, provisions and reservations contained in that deed and not relinquished hereunder shall continue in full force and effect with respect to the Subject Lands.

IN WITNESS WHEREOF, UPLRC has executed this Relinquishment and Quitclaim on the date first written above.

UNION PACIFIC LAND RESOURCES CORPORATION

By


Attorney in Fact



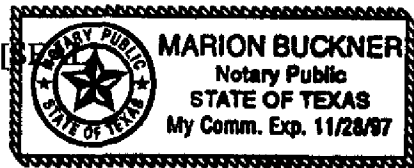
STATE OF TEXAS

COUNTY OF TARRANT

)
) ss
)

3/9

On the 27th day of September, 1996, personally appeared before me,
ELLY BARNES, who, being by me duly sworn, did say that he is the
Attorney in Fact for UNION PACIFIC LAND RESOURCES CORPORATION.



Marion Buckner
Notary Public

My Commission Expires: _____

EXHIBIT A
to Relinquishment and Quitclaim dated
1996 between Union Pacific Land
Resources Corporation and E-470 Public
Highway Authority-Consisting of 6 pages

4/9
OWNER: GUN CLUB PARK, LTD

TK-76

STA 954± STA 967±

REVISED: April 11, 1996

DESCRIPTION

A parcel of land No. TK-76 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Northeast Corner of said Section 25;
Thence South 89°25'17" West, 50.00 feet, along the northerly line of said Section 25, to a point on the westerly right-of-way line of Gun Club Road and the TRUE POINT OF BEGINNING;
Thence South 00°27'08" East, 100.00 feet, along said westerly right-of-way line;
Thence South 89°25'17" West, 1993.34 feet;
Thence South 82°15'35" West, 374.17 feet;
Thence South 46°58'53" West, 81.20 feet, to a point of non-tangent curvature;
Thence along the arc of a curve to the right, whose center bears South 89°56'10" West, 11288.80 feet, thru a central angle of 01°01'12", an arc length of 200.95, whose chord bears South 00°26'46" West, 200.95 feet, to a point of tangency;
Thence South 00°57'22" West, 322.14 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 89°02'38" East, 2273.90 feet, thru a central angle of 07°33'06", an arc length of 299.70 feet, whose chord bears South 02°49'11" East, 299.49 feet, to a point of tangency;
Thence South 06°35'44" East, 300.23 feet, to a point on the southerly line of the North Half of the Northeast Quarter of said Section 25;
Thence South 89°25'54" West, 193.46 feet, along said southerly line;
Thence South 89°23'45" West, 312.11 feet, along the southerly line of the North Half of the Northwest Quarter of said Section 25, to a point on non-tangent curvature;
Thence along the arc of curve to the left, whose center bears South 66°58'04" West, 1382.39 feet, thru a central angle of 00°08'01", an arc length of 3.22 feet, whose chord bears North 23°05'56" West, 3.22 feet, to a point of tangency;
Thence North 23°09'56" West, 929.01 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 66°50'04" West, 100.00 feet, thru a central angle of 67°24'47", an arc length of 117.66 feet, whose chord bears North 56°52'20" West, 110.99 feet, to a point of tangency;
Thence South 89°25'17" West, 214.55 feet, to a point of curvature;

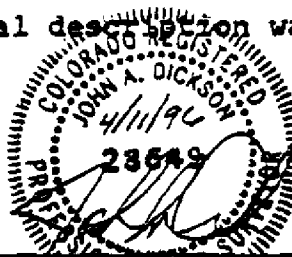
5/9

OWNER: GUN CLUB PARK, LTD
TK-76
STA 954± STA 967±
REVISED: April 11, 1996

Thence along the arc of a curve to the right, whose center bears
North 00°34'43" West, 200.00 feet, thru a central angle of
86°59'31", an arc length of 303.66 feet, whose chord bears
North 47°04'58" West, 275.32 feet, to a point of tangency;
Thence North 03°35'12" West, 109.16 feet;
Thence South 89°20'58" West, 544.43 feet;
Thence North 00°39'02" West, 100.00 feet, to a point on said northerly
Section line;
Thence North 89°20'58" East, 1731.35 feet, along said northerly line of
said Section 25 to the North Quarter Corner of said Section 25;
Thence North 89°25'17" East, 2582.94 feet, continuing along said
northerly Section line to the Point of Beginning.

Containing 33.3200 acres, or 1451421 square feet, more or less.

I hereby certify that the attached legal description was prepared under
my direct supervision.

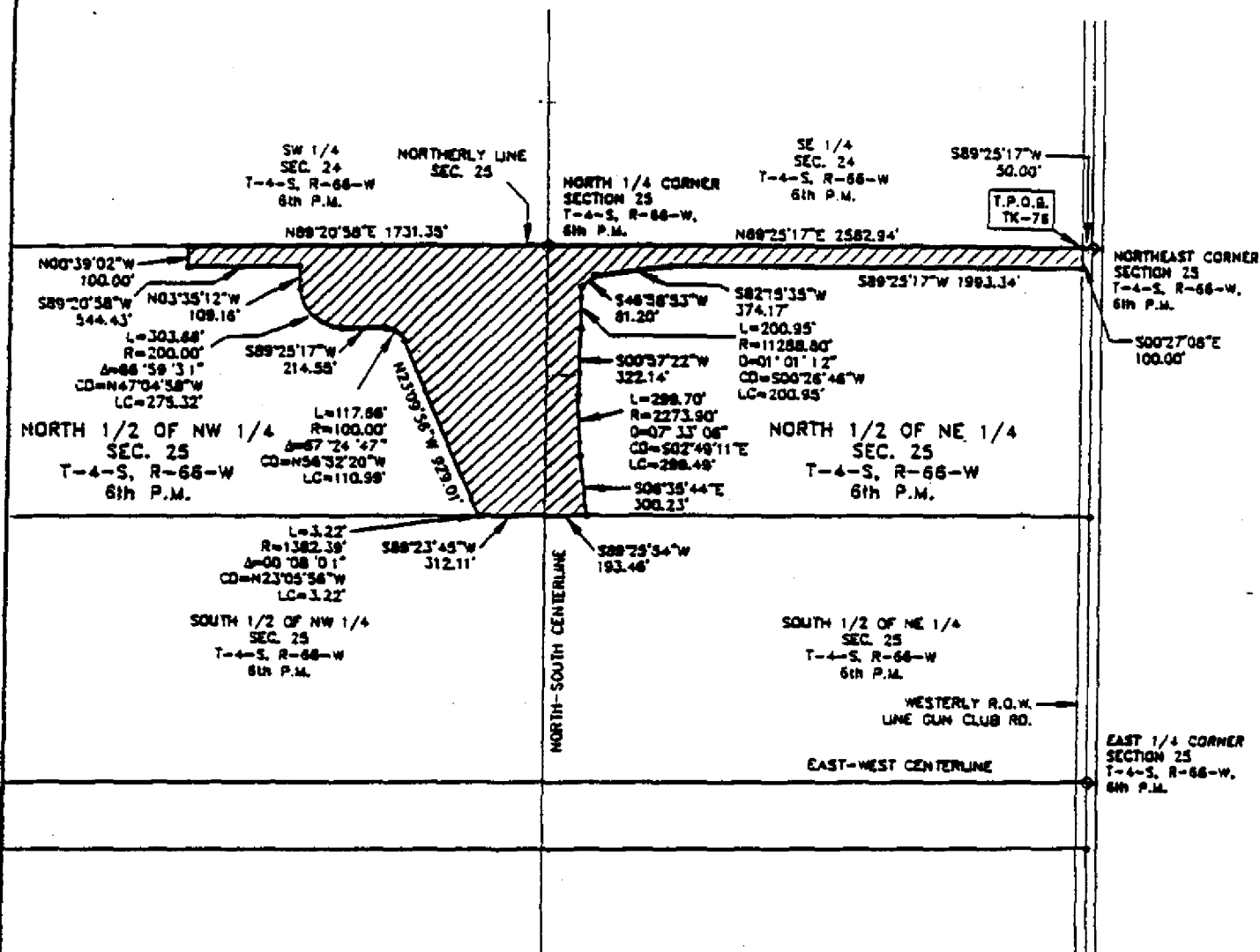


For and on behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

TK-MLEB

6/9

ACQUISITION EXHIBIT



SCALE: 1" = 800'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 33.3200 AC

WESTERN STATES
SURVEYING, Inc.

TK-76

OWNER: GUN CLUB PARK, LTD
STA 954+/- STA 967+/-

CALC: JAD 11/17/95

REV: 4/11/96 WSSI

DRWN: JAD 11/30/95

E-470

7/9

DANIEL & LAREESE CRIPPEN

TK-75

STA 937± STA 954±

REVISED: March 26, 1996

DESCRIPTION

A parcel of land No. TK-75 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the East Quarter Corner of said Section 25;
Thence South 00°28'25" East, 330.66 feet, along the easterly line of Section 25 to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25;
Thence South 89°27'05" West, 2180.39 feet, along said southerly line to the TRUE POINT OF BEGINNING;
Thence continuing South 89°27'05" West, 455.76 feet, along said southerly line to a point on the North-South Centerline of said Section 25;
Thence North 00°23'34" West, 146.22 feet, along said North-South Centerline;
Thence North 10°58'14" West, 1247.90 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 79°01'46" West, 1382.39 feet, thru a central angle of 12°03'41", an arc length of 291.01 feet, whose chord bears North 17°00'05" West, 290.47 feet, to a point on the northerly line of the South Half of the Northwest Quarter said Section 25 and a point of non-tangency;
Thence North 89°23'45" East, 312.11 feet, along said northerly line to a point on said North-South Centerline;
Thence North 89°25'54" East, 193.46 feet, along the northerly line of the South Half of the Northeast Quarter;
Thence South 06°35'44" East, 401.06 feet;
Thence South 01°22'25" East, 195.74 feet;
Thence South 10°42'50" East, 738.52 feet;
Thence South 14°31'39" East, 341.11 feet, to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25 and the Point of Beginning.

8/9

DANIEL & LAREESE CRIPPEN

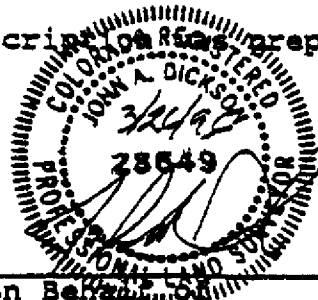
TK-75

STA 937± STA 954±

REVISED: March 26, 1996

Containing 16.2240 acres, or 706719 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.

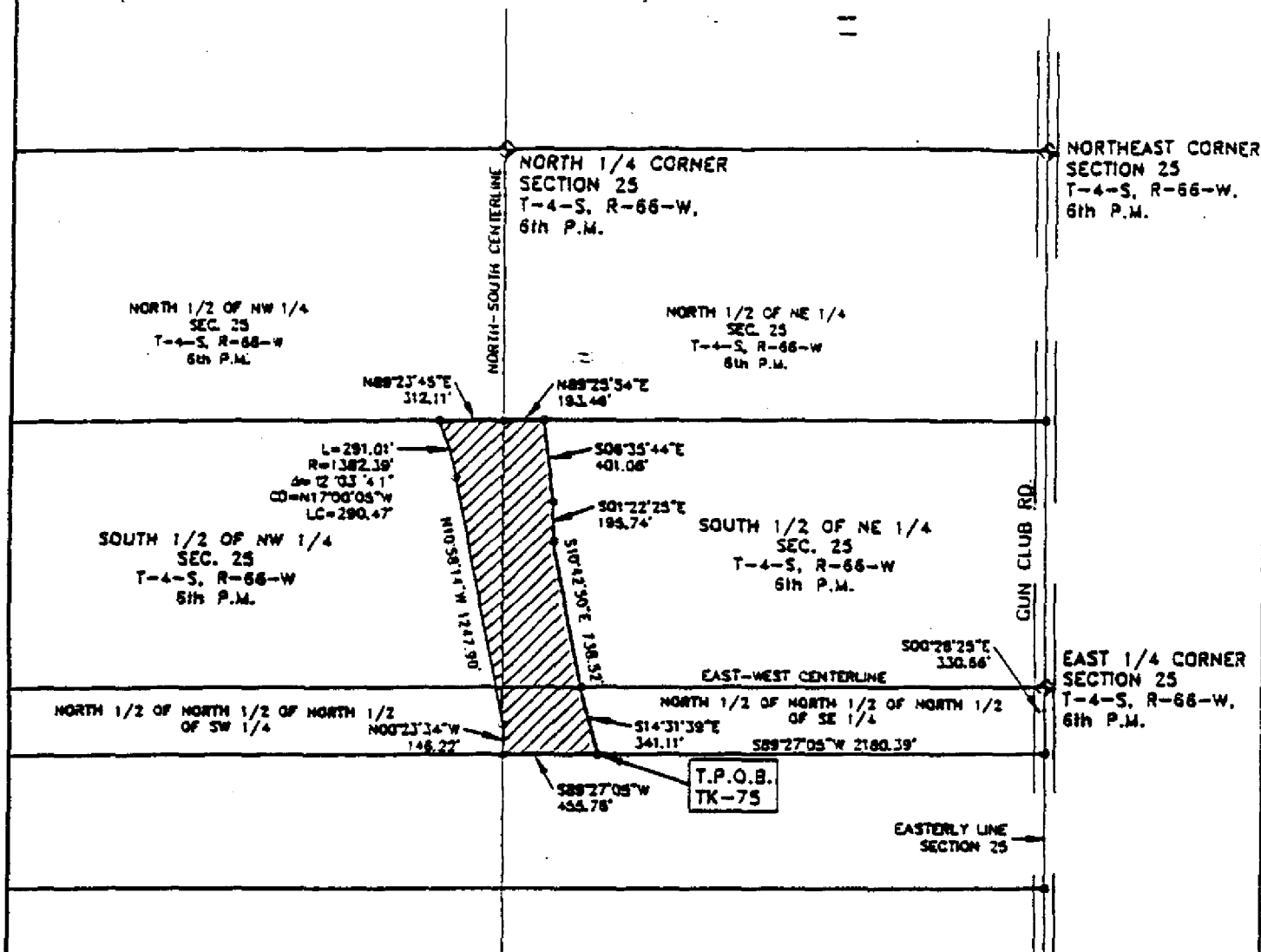


For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

TK-75183

ACQUISITION EXHIBIT

9/9



NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 18.2240 AC

WESTERN STATES SURVEYING, Inc.

TK-75

DANIEL & LAREESE CRIPPEN
STA 937+/- STA 954+/-

CALC: JAD 11/17/95

REV: 3/25/96 E470

DRWN: JAD 11/28/95

E-470

Recorded at 1014 o'clock AM AUG 11 1972
Reception 1306576 MARJORIE PAGE, GENERAL DEED

ORIGINAL

L.R. O & G No. 94-1

UPLR
C. D. No. 42-102

KNOW ALL MEN BY THESE PRESENTS THAT:

BOOK 2046 PAGE 370

UNION PACIFIC LAND RESOURCES CORPORATION, a Utah corporation, (hereinafter called "Grantor"), does hereby assign, transfer, grant, and convey to CHAMPLIN PETROLEUM COMPANY, a Delaware corporation, (hereinafter called "Grantee"), its successors and assigns, all of Grantor's right, title, and interest in and to all oil, gas, (gas for all purposes being defined without limitation to include dry gas, casinghead gas, distillate, condensate, helium and all other gaseous substances) and associated liquid hydrocarbons, together with the exclusive right to investigate, explore, prospect, drill and mine for, produce, save, take care of, treat, refine, process, store, transport, own and dispose of said oil, gas, and associated liquid hydrocarbons (all of such substances and rights being hereinafter collectively referred to as "Oil and Gas Rights") in and underlying the following described lands in Arapahoe County, Colorado, to-wit:

Township 4 South, Range 65 West

Section 7: Lots 1 and 2, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Section 19: Lots 1 and 2, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Township 4 South, Range 66 West

Section 1: Lot 2, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$

Section 3: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 17: W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 25: W $\frac{1}{2}$, SE $\frac{1}{4}$

Section 27: W $\frac{1}{2}$, SE $\frac{1}{4}$

the above-described lands being hereinafter called the "Subject Lands".

TO HAVE AND TO HOLD, all and singular, the Oil and Gas Rights hereinabove granted and conveyed for a period of one year and so long thereafter as the Subject Lands, or any portion thereof, are subject or committed to an oil and gas lease or to a communitization, pooling, unitization, operating agreement, or other agreement covering the exploration or development for or the production of oil, gas, or associated liquid hydrocarbons, or so long as a well capable of producing oil or gas is located upon any portion of the Subject Lands, or drilling or reworking operations are being conducted thereon, and, upon the termination of said oil and gas lease or of said communitization, pooling, unitization, operating, or other agreement, or upon the abandonment of said well, or upon the cessation of said drilling or reworking operations, whichever last occurs, the Oil and Gas Rights herein granted and conveyed shall thereupon revert to and be owned by Grantor, its successors or assigns.

EXCEPTING from the aforesaid transfer and conveyance and RESERVING unto the Grantor, its successors and assigns forever,

(1) all minerals and all mineral rights of every kind and character (except Oil and Gas Rights) now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, coal, oil shale, water, including geothermal steam, metallic and non-metallic minerals, and uranium and other fissionable materials, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of said minerals by any means or methods whatsoever, whether known to present technology or not, and at any time or times suitable to the Grantor, its successors and assigns;

(2) the right to use such portions of the Subject Lands as are not required for the proper conduct of oil and gas operations for all purposes not inconsistent, and so as not to interfere unreasonably, with the exercise of the Oil and Gas Rights hereinabove granted and conveyed.

The use by Grantee of the surface of the Subject Lands is and shall be subject at all times to the exceptions and reservations contained in that certain Deed or Deeds dated April 1, 1971, from Union Pacific Railroad Company to Grantor, recorded on April 16, 1971, in Book 1920, Page 247, Arapahoe County, Colorado Records covering the Subject Lands and other lands and interests therein and to outstanding surface rights of every kind and character in favor of third parties.

Grantee, by the acceptance of this Deed, covenants and agrees that it shall neither make nor cause to be made nor authorize others to make any entry upon or under any portion of any railroad right-of-way or station grounds, or to conduct oil or gas operations within two hundred feet (200') (a) of any railroad tracks or buildings on such right-of-way or station grounds, or other railroad transportation property located upon the Subject Lands, or (b) of any buildings upon the Subject Lands, and Grantee further covenants and agrees that it shall not conduct or cause or permit to be conducted oil or gas operations on any of the Subject Lands in which the Grantor owns the minerals and mineral rights only until the consents of the surface owners have been procured under written instruments satisfactory to Grantor, its successors or assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on its behalf as of the 30th day of May, 1972, by its officers thereunto duly authorized.

UNION PACIFIC LAND RESOURCES CORPORATION

Attest:

J. J. Mielicki
Assistant Secretary

By J. B. [Signature]
President



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 30th day of May, 1972,

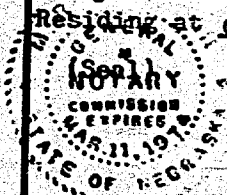
before me, a Notary Public in and for said County in the State
aforesaid, personally appeared J. W. GODFREY, to me
personally known, and to me personally known to be the
President of UNION PACIFIC LAND RESOURCES CORPO-
RATION, and to be the same person whose name is subscribed to
the foregoing instrument, and who, being by me duly sworn,
did say that he is President of Union Pacific Land
Resources Corporation; that the seal affixed to said instru-
ment is the corporate seal of said corporation; and that
said instrument was signed and sealed on behalf of said
corporation by authority of its board of directors; and the
said J. W. GODFREY acknowledged said instrument to be
his free and voluntary act and deed, and the free and volun-
tary act and deed of said corporation, by it voluntarily
executed, for the uses specified therein,

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal the day and year last above written.

My commission expires March 18, 1974.

M. R. Sheridan
Notary Public

Residing at Omaha, Nebraska.



Recorded at 141 o'clock P MAR 14 1977

Reception 1618632 MARJORIE PAGE, Recorder

QUITCLAIM DEED

L.C. Deed No. 16349

BOOK 2560 PAGE 725

KNOW ALL MEN BY THESE PRESENTS THAT:

CHAMPLIN PETROLEUM COMPANY, a Delaware corporation, in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim unto UNION PACIFIC LAND RESOURCES CORPORATION, a Utah corporation, and unto its successors and assigns, all right, title, interest, and estate of Champlin Petroleum Company in and to the following described lands situated in the County of Arapahoe, State of Colorado, to wit:

Township 4 South, Range 65 West

Section 7: Lots 1 and 2, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Section 19: Lots 1 and 2, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Township 4 South, Range 66 West

Section 1: Lot 2, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$

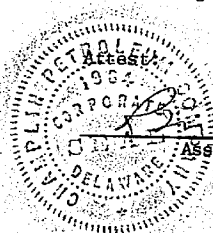
Section 3: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 17: W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 25: W $\frac{1}{2}$, SE $\frac{1}{4}$

Section 27: W $\frac{1}{2}$, SE $\frac{1}{4}$

Signed and delivered this 7th day of January, 1977.



Assistant Secretary

CHAMPLIN PETROLEUM COMPANY

By

DD Churchill

Vice President

RECORDED BY 10 LOWN & EYERHARD

38383

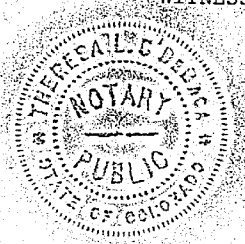
STATE OF COLORADO)
COUNTY OF DENVER)

SS

BOOK 2560 PAGE 726

The foregoing instrument was acknowledged before me
this 7th day of January, 1977, by
D. O. Churchill as Vice President of
CHAMPLIN PETROLEUM COMPANY, a Delaware corporation.

WITNESS my hand and official seal.



Theresa L. DeBacco
Notary Public in and for Denver
County, Colorado

My Commission Expires:

October 31, 1980

L.R. O & G No. 551-1

Recorded at 1049 a.m. ORIGINAL PHOTO-COPY
Reception 1623021 APR - 1 1977
MARJORIE PAGE, Recorder

MINERAL DEED

BOOK 2568 PAGE 677

KNOW ALL MEN BY THESE PRESENTS THAT:

UNION PACIFIC LAND RESOURCES CORPORATION, a Utah corporation, (hereinafter called "Grantor"), does hereby assign, transfer, grant, and convey to CHAMPLIN PETROLEUM COMPANY, a Delaware corporation, (hereinafter called "Grantee"), its successors and assigns, all of Grantor's right, title, and interest in and to all oil, gas, (gas for all purposes being defined without limitation to include dry gas, casinghead gas, distillate, condensate, helium and all other gaseous substances) and associated liquid hydrocarbons, together with the exclusive right to investigate, explore, prospect, drill and mine for, produce, save, take care of, treat, refine, process, store, transport, own and dispose of said oil, gas, and associated liquid hydrocarbons (all of such substances and rights being hereinafter collectively referred to as "Oil and Gas Rights") in and underlying the following described lands in Arapahoe county, Colorado, to-wit:

Township 4 South, Range 65 West

Section 7: Lots 1 and 2, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$
Section 19: Lots 1 and 2, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Township 4 South, Range 66 West

Section 1: Lot 2, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$
Section 3: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 17: W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 25: W $\frac{1}{2}$, SE $\frac{1}{4}$
Section 27: W $\frac{1}{2}$, SE $\frac{1}{4}$

Township 5 South, Range 65 West

Section 7: Lots 1, 2, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

the above-described lands being hereinafter called the "Subject Lands".

TO HAVE AND TO HOLD, all and singular, the Oil and Gas Rights hereinabove granted and conveyed for a period of one year and so long thereafter as the Subject Lands, or any portion thereof, are subject or committed to an oil and gas lease or to a communitization, pooling, unitization, operating agreement, or other agreement covering the exploration or development for or the production of oil, gas, or associated liquid hydrocarbons, or so long as a well capable of producing oil or gas is located upon any portion of the Subject Lands, or drilling or reworking operations are being conducted thereon, and, upon the termination of said oil and gas lease or of said communitization, pooling, unitization, operating, or other agreement, or upon the abandonment of said well, or upon the cessation of said drilling or reworking operations, whichever last occurs, the Oil and Gas Rights herein granted and conveyed shall thereupon revert to and be owned by Grantor, its successors or assigns.

EXCEPTING from the aforesaid transfer and conveyance and RESERVING unto the Grantor, its successors and assigns forever,

(1) all minerals and all mineral rights of every kind and character (except Oil and Gas Rights) now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, coal, oil shale, water, including geothermal steam, metallic and non-metallic minerals, and uranium and other fissionable materials, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of said minerals by any means or methods whatsoever, whether known to present technology or not, and at any time or times suitable to the Grantor, its successors and assigns;

(2) the right to use such portions of the Subject Lands as are not required for the proper conduct of oil and gas operations for all purposes not inconsistent, and so as not to interfere unreasonably, with the exercise of the Oil and Gas Rights hereinabove granted and conveyed.

The use by Grantee of the surface of the Subject Lands is and shall be subject at all times to the exceptions and reservations contained in that certain Deed or Deeds dated April 1, 1971, from Union Pacific Railroad Company to Grantor, recorded on April 16, 1971, in Book 1920, Page 247, Arapahoe County, Colorado Records covering the Subject Lands and other lands and interests therein and to outstanding surface rights of every kind and character in favor of third parties.

Grantee, by the acceptance of this Deed, covenants and agrees that it shall neither make nor cause to be made nor authorize others to make any entry upon or under any portion of any railroad right-of-way or station grounds, or to conduct oil or gas operations within two hundred feet (200') (a) of any railroad tracks or buildings on such right-of-way or station grounds, or other railroad transportation property located upon the Subject Lands, or (b) of any buildings upon the Subject Lands, and Grantee further covenants and agrees that it shall not conduct or cause or permit to be conducted oil or gas operations on any of the Subject Lands in which the Grantor owns the minerals and mineral rights only until the consents of the surface owners have been procured under written instruments satisfactory to Grantor, its successors or assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on its behalf as of the 13th day of January, 1977, by its officers thereunto duly authorized.

UNION PACIFIC LAND RESOURCES CORPORATION

Attest:

JJ Muslick
Assistant Secretary

By H. J. Hansen
Vice President




STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

BOOK 2568 PAGE 680

On this 22nd day of February, 1977,
before me, a Notary Public in and for said County in the State
aforesaid, personally appeared H.F. HANSEN, to me
personally known, and to me personally known to be the
Vice President of UNION PACIFIC LAND RESOURCES CORPO-
RATION, and to be the same person whose name is subscribed to
the foregoing instrument, and who, being by me duly sworn,
did say that he is Vice President of Union Pacific Land
Resources Corporation; that the seal affixed to said instru-
ment is the corporate seal of said corporation; and that
said instrument was signed and sealed on behalf of said
corporation by authority of its board of directors; and the
said H. F. HANSEN acknowledged said instrument to be
his free and voluntary act and deed, and the free and volun-
tary act and deed of said corporation, by it voluntarily
executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal the day and year last above written.

My commission expires August 2, 1980.

 **DAVID H. GEORGE**
Notary Public - State of Nebraska
My Comm. Exp. August 2, 1980

David H. George
Notary Public

Residing at Omaha, Nebraska.

(Seal)

ORIGINAL

L.R. O & G No. 519

MINERAL DEED

BOOK 2568 PAGE 681

KNOW ALL MEN BY THESE PRESENTS THAT:

UNION PACIFIC LAND RESOURCES CORPORATION, a Utah corporation, (hereinafter called "Grantor"), does hereby assign, transfer, grant, and convey to CHAMPLIN PETROLEUM COMPANY, a Delaware corporation, (hereinafter called "Grantee"), its successors and assigns, all of Grantor's right, title, and interest in and to all oil, gas, (gas for all purposes being defined without limitation to include dry gas, casinghead gas, distillate, condensate, helium and all other gaseous substances) and associated liquid hydrocarbons, together with the exclusive right to investigate, explore, prospect, drill and mine for, produce, save, take care of, treat, refine, process, store, transport, own and dispose of said oil, gas, and associated liquid hydrocarbons (all of such substances and rights being hereinafter collectively referred to as "Oil and Gas Rights") in and underlying the following described lands in Arapahoe county, Colorado to-wit:

Township 5 South, Range 62 WestSection 11: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$ Section 13: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$ Township 5 South, Range 61 WestSection 1: $W\frac{1}{2}$ Lot 2, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$ Section 3: $W\frac{1}{2}$ Lot 2, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$ Section 5: $W\frac{1}{2}$ Lot 2, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$ Section 7: Lots 1, 2, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$ Section 9: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$ Section 11: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$ Section 15: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$ Section 17: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$ Section 21: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$

the above-described lands being hereinafter called the "Subject Lands".

TO HAVE AND TO HOLD, all and singular, the Oil and Gas Rights hereinabove granted and conveyed for a period of one year and so long thereafter as the Subject Lands, or any portion thereof, are subject or committed to an oil and gas lease or to a communitization, pooling, unitization, operating agreement, or other agreement covering the exploration or development for or the production of oil, gas, or associated liquid hydrocarbons, or so long as a well capable of producing oil or gas is located upon any portion of the Subject Lands, or drilling or reworking operations are being conducted thereon, and, upon the termination of said oil and gas lease or of said communitization, pooling, unitization, operating, or other agreement, or upon the abandonment of said well, or upon the cessation of said drilling or reworking operations, whichever last occurs, the Oil and Gas Rights herein granted and conveyed shall thereupon revert to and be owned by Grantor, its successors or assigns.

EXCEPTING from the aforesaid transfer and conveyance and RESERVING unto the Grantor, its successors and assigns forever,

(1) all minerals and all mineral rights of every kind and character (except Oil and Gas Rights) now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, coal, oil shale, water, including geothermal steam, metallic and non-metallic minerals, and uranium and other fissionable materials, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of said minerals by any means or methods whatsoever, whether known to present technology or not, and at any time or times suitable to the Grantor, its successors and assigns;

(2) the right to use such portions of the Subject Lands as are not required for the proper conduct of oil and gas operations for all purposes not inconsistent, and so as not to interfere unreasonably, with the exercise of the Oil and Gas Rights hereinabove granted and conveyed.

The use by Grantee of the surface of the Subject Lands is and shall be subject at all times to the exceptions and reservations contained in that certain Deed or Deeds dated April 1, 1971, from Union Pacific Railroad Company to Grantor, recorded on April 16, 1971, in Book 1920, Page 247, Arapahoe County, Colorado Records covering the Subject Lands and other lands and interests therein and to outstanding surface rights of every kind and character in favor of third parties.

Grantee, by the acceptance of this Deed, covenants and agrees that it shall neither make nor cause to be made nor authorize others to make any entry upon or under any portion of any railroad right-of-way or station grounds, or to conduct oil or gas operations within two hundred feet (200') (a) of any railroad tracks or buildings on such right-of-way or station grounds, or other railroad transportation property located upon the Subject Lands, or (b) of any buildings upon the Subject Lands, and Grantee further covenants and agrees that it shall not conduct or cause or permit to be conducted oil or gas operations on any of the Subject Lands in which the Grantor owns the minerals and mineral rights only until the consents of the surface owners have been procured under written instruments satisfactory to Grantor, its successors or assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on its behalf as of the 28th day of October, 1976, by its officers thereunto duly authorized.

UNION PACIFIC LAND RESOURCES CORPORATION

Attest:

J. J. Musbeck
Assistant Secretary

By

H. J. Hansen
Vice President



BOOK 2568 PAGE 684

before me, a Notary Public in and for said County in the State
aforesaid, personally appeared H. F. HANSEN, to me
personally known, and to me personally known to be the

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal the day and year last above written.

My commission expires August 1, 1980

David W. Gray
Notary Public

Residing at Franklin, Nebraska

RELINQUISHMENT AND QUITCLAIM

THIS DEED, made this 27th day of September, 1996, by and between UNION PACIFIC RESOURCES COMPANY, a corporation of the State of Delaware (hereinafter "UPRC"), and E-470 PUBLIC HIGHWAY AUTHORITY, a political subdivision of the State of Colorado (hereinafter "GRANTEE").

WITNESSETH:

RECITALS

A7008022
1/23/97 12:58:56
PG: 0001-013
66.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

1. The lands which are the subject of this Relinquishment and Quitclaim are all those lands that are described on attached Exhibit A in which UPRC owns an interest and are all hereinafter referred to as the "Subject Lands."
2. By deed dated November 6, 1912 and recorded on February 13, 1913 in the Office of the Clerk and Recorder of Arapahoe County in Book A-66, Page 17, Union Pacific Land Company conveyed to Thomas W. McMahon and Joseph Cohorst certain real estate in Arapahoe County, Colorado, portions of which are the Subject Lands. Said deed was made subject to the reservation by the Grantor of, among other things, "(a)ll oil, coal and other minerals within or underlying said lands."
3. By Quitclaim Deed dated April 1, 1971 recorded on April 16, 1971 in the Office of the Clerk and Recorder of Arapahoe County in Book 1920, Page 247, Union Pacific Railroad Company, successor in interest to Union Pacific Land Company, quitclaimed to Union Pacific Land Resources Corporation ("UPLRC"), all of its right, title, and interest in and to certain real estate in Arapahoe County, Colorado, portions of which are the Subject Lands.
4. By mineral deed dated January 13, 1977 recorded on April 1, 1977 in the Office of the Clerk and Recorder of Arapahoe County in Book 2568, Page 677, UPLRC conveyed to Champlin Petroleum Company, predecessor in name to UPRC, all of UPLRC's right, title and interest in portions of the Subject Lands in and to all oil, gas and associated liquid hydrocarbons and other rights as identified in such mineral deed.
5. This Relinquishment and Quitclaim relates to surface entry only for the oil, gas and associated liquid hydrocarbons and coal bed methane gas ("Oil and Gas") that UPRC owns in the Subject Lands.

2/12

RELINQUISHMENT AND QUITCLAIM

NOW THEREFORE, UPRC, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it paid, the receipt of which is hereby acknowledged, has RELINQUISHED and forever QUITCLAIMED, and by these presents does RELINQUISH and forever QUITCLAIM unto GRANTEE, its grantees, successors and assigns, with respect to UPRC's interests in the Subject Lands only, the right to enter upon the surface of the Subject Lands to explore for and remove the Oil and Gas by virtue of the reservation contained in the deed described in paragraph 2, it being the intent hereof to relinquish only the right to enter upon the surface of the Subject Lands to explore for and remove the Oil and Gas, and to leave in full force and effect all other rights reserved to Union Pacific Land Company in that deed, it being expressly understood that UPRC's title to the Oil and Gas shall be in no way affected and that UPRC and any lessee, licensee, successor or assign of UPRC shall have the right to remove such Oil and Gas from the Subject Lands by subterranean entries, by means of operations conducted on the surface of other lands or otherwise by any means or methods suitable to UPRC, its lessees, licensees, successors and assigns, but without entering upon or using the surface of the Subject Lands, and in such manner as not to damage the surface of the Subject Lands or to interfere with the use thereof by GRANTEE, its grantees, successors and assigns.

This Relinquishment and Quitclaim is made subject to the specific understanding that all of the terms, conditions, provisions and reservations contained in the deed dated November 6, 1912 referenced in paragraph 2 and not heretofore relinquished shall continue in full force and effect with respect to all lands conveyed thereby and not covered by this Relinquishment and Quitclaim, and it is further specifically understood that all the terms, conditions, provisions and reservations contained in that deed and not relinquished hereunder shall continue in full force and effect with respect to the Subject Lands.

IN WITNESS WHEREOF, UPRC has executed this Relinquishment and Quitclaim on the date first written above.

UNION PACIFIC RESOURCES COMPANY

By Elly Barnes
Attorney in Fact *pac*

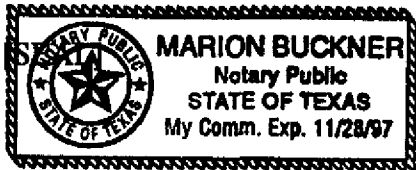
STATE OF TEXAS

COUNTY OF TARRANT

)
) ss
)

3/13

On the 27th day of September, 1996, personally appeared before me,
ELLY BARNES, who, being by me duly sworn, did say that he is
the Attorney in Fact for UNION PACIFIC RESOURCES COMPANY.



Marion Buckner
Notary Public

My Commission Expires: _____

EXHIBIT A

to Relinquishment and Quitclaim dated
_____, 1996 between Union Pacific
Resources Company and E-470 Public
Highway Authority-Consisting of 10 pages

413

OWNER: GUN CLUB PARK, LTD

TK-76

STA 954± STA 967±

REVISED: April 11, 1996

DESCRIPTION

A parcel of land No. TK-76 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Northeast Corner of said Section 25;
Thence South 89°25'17" West, 50.00 feet, along the northerly line of said Section 25, to a point on the westerly right-of-way line of Gun Club Road and the TRUE POINT OF BEGINNING;
Thence South 00°27'08" East, 100.00 feet, along said westerly right-of-way line;
Thence South 89°25'17" West, 1993.34 feet;
Thence South 82°15'35" West, 374.17 feet;
Thence South 46°58'53" West, 81.20 feet, to a point of non-tangent curvature;
Thence along the arc of a curve to the right, whose center bears South 89°56'10" West, 11288.80 feet, thru a central angle of 01°01'12", an arc length of 200.95, whose chord bears South 00°26'46" West, 200.95 feet, to a point of tangency;
Thence South 00°57'22" West, 322.14 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 89°02'38" East, 2273.90 feet, thru a central angle of 07°33'06", an arc length of 299.70 feet, whose chord bears South 02°49'11" East, 299.49 feet, to a point of tangency;
Thence South 06°35'44" East, 300.23 feet, to a point on the southerly line of the North Half of the Northeast Quarter of said Section 25;
Thence South 89°25'54" West, 193.46 feet, along said southerly line;
Thence South 89°23'45" West, 312.11 feet, along the southerly line of the North Half of the Northwest Quarter of said Section 25, to a point on non-tangent curvature;
Thence along the arc of curve to the left, whose center bears South 66°58'04" West, 1382.39 feet, thru a central angle of 00°08'01", an arc length of 3.22 feet, whose chord bears North 23°05'56" West, 3.22 feet, to a point of tangency;
Thence North 23°09'56" West, 929.01 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 66°50'04" West, 100.00 feet, thru a central angle of 67°24'47", an arc length of 117.66 feet, whose chord bears North 56°52'20" West, 110.99 feet, to a point of tangency;
Thence South 89°25'17" West, 214.55 feet, to a point of curvature;

5/13

OWNER: GUN CLUB PARK, LTD

TK-76

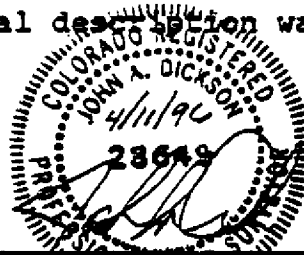
STA 954± STA 967±

REVISED: April 11, 1996

Thence along the arc of a curve to the right, whose center bears North 00°34'43" West, 200.00 feet, thru a central angle of 86°59'31", an arc length of 303.66 feet, whose chord bears North 47°04'58" West, 275.32 feet, to a point of tangency;
Thence North 03°35'12" West, 109.16 feet;
Thence South 89°20'58" West, 544.43 feet;
Thence North 00°39'02" West, 100.00 feet, to a point on said northerly Section line;
Thence North 89°20'58" East, 1731.35 feet, along said northerly line of said Section 25 to the North Quarter Corner of said Section 25;
Thence North 89°25'17" East, 2582.94 feet, continuing along said northerly Section line to the Point of Beginning.

Containing 33.3200 acres, or 1451421 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.

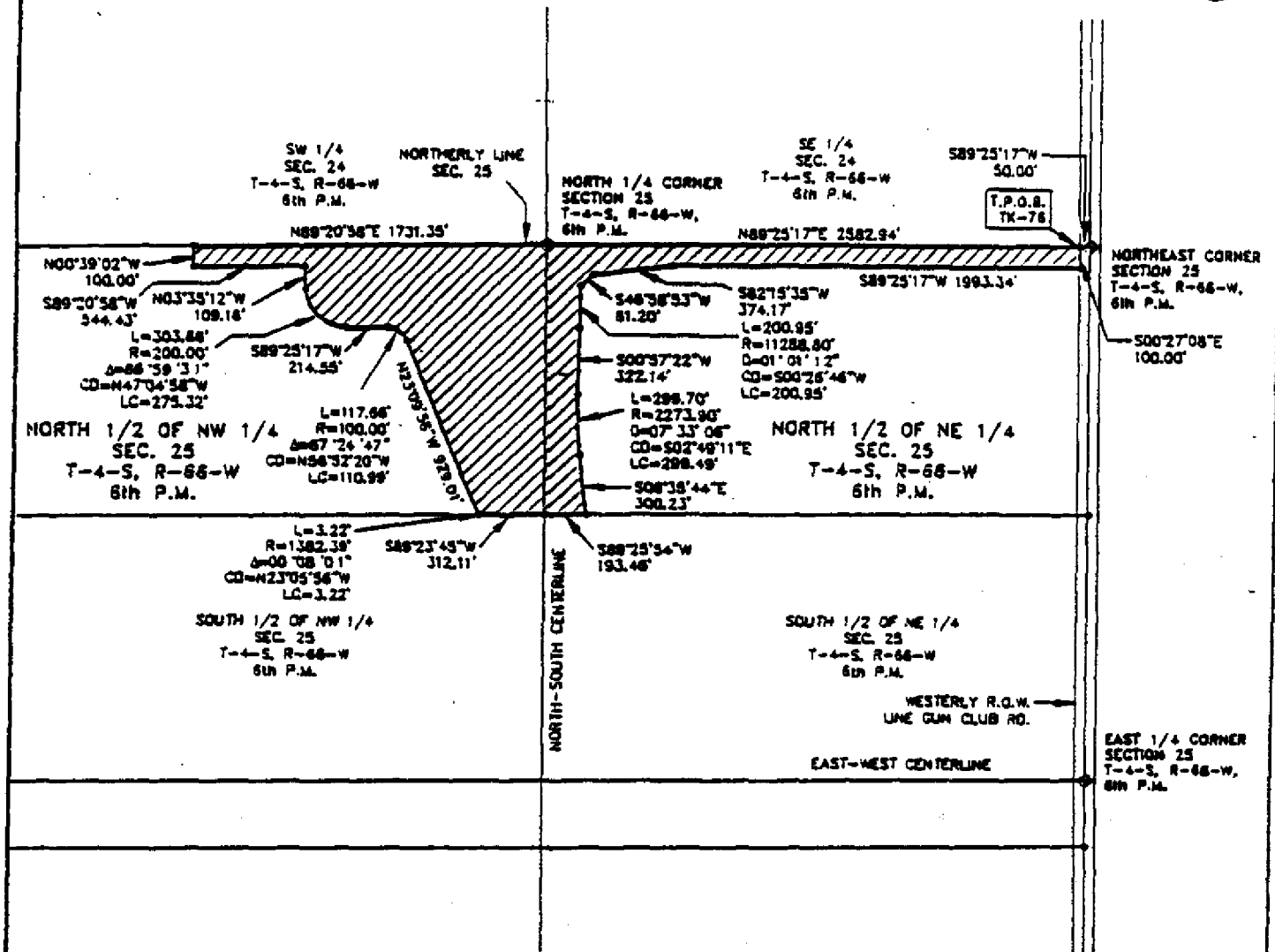


For and on behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

TK-76180

ACQUISITION EXHIBIT

6/13



SCALE: 1" = 800'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 33.3200 AC

WESTERN STATES SURVEYING, Inc.

TK-76

OWNER: GUN CLUB PARK, LTD
STA 954+/- STA 967+/-

CALC: JAD 11/17/95

REV: 4/11/96 WSSI

DRWN: JAD 11/30/95

E-470

DESCRIPTION


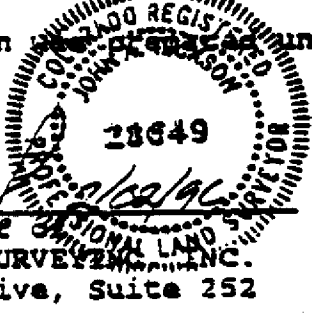
A parcel of land No. TK-73 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Southeast Corner of said Section 25;
Thence South 89°10'59" West, 50.00 feet, along the southerly line of said Section 25 to a point on the westerly right-of-way line of Gun Club Road and the TRUE POINT OF BEGINNING;
Thence continuing along said southerly line South 89°10'59" West, 2179.31 feet;
Thence North 14°31'50" West, 210.36 feet;
Thence North 10°42'50" West, 338.71 feet;
Thence North 07°29'31" West, 1120.96 feet, to a point on the southerly line of a parcel of land described in Book 4706 at Page 601 of the Arapahoe County records;
Thence North 89°10'57" East, 462.95 feet, along said southerly line;
Thence South 14°31'39" East, 793.51 feet;
Thence North 79°39'00" East, 478.77 feet;
Thence South 12°09'53" East, 839.89 feet;
Thence South 00°29'01" East, 79.73 feet;
Thence North 89°10'59" East, 1130.05 feet, to a point on said westerly right-of-way line;
Thence South 00°28'25" East, 60.00 feet, along said westerly right-of-way line to the Point of Beginning.

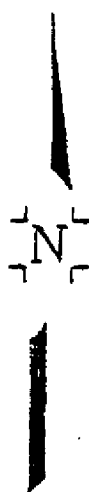
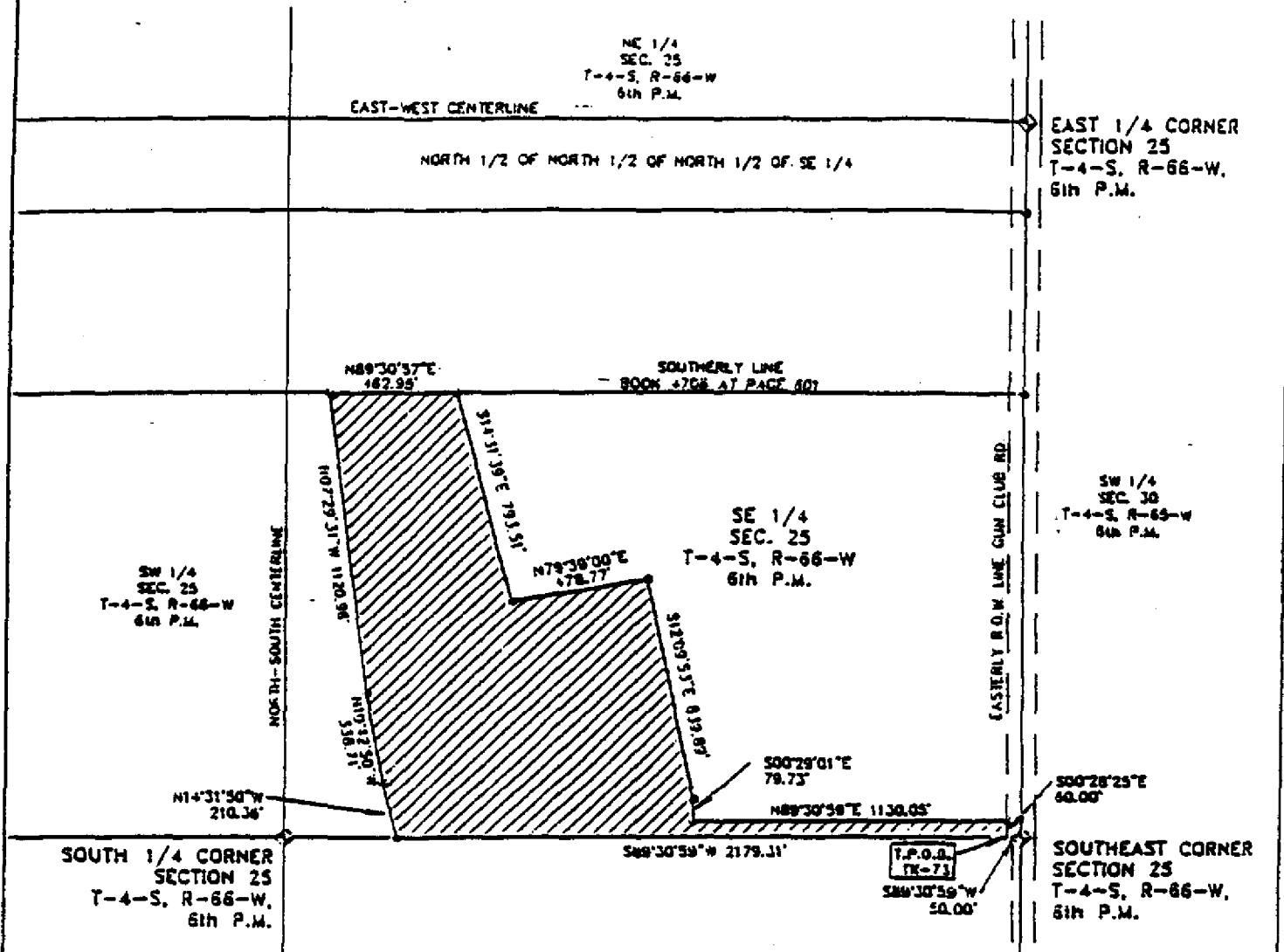
Containing 32.7455 acres, or 1426392 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

TK-71160

ACQUISITION EXHIBIT



SCALE: 1" = 600'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 32.7455 AC

**WESTERN STATES
SURVEYING, Inc.**

TK-73

CUN CLUB ROAD REAL ESTATE, et al
STA 914+/- STA 930+/-

CALC: JAD 1/16/96

REV:

DRWN: JAD 1/16/96

E-470

9/13

DANIEL CRIPPEN, ETAL

TK-74

STA 930± STA 937±

REVISED: March 26, 1996

DESCRIPTION

A parcel of land No. TK-74 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows: -

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the East Quarter Corner of said Section 25;
Thence South 00°28'25" East, 330.66 feet, along the easterly line of Section 25, to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25;
Thence South 89°27'05" West, 2180.39 feet, along said southerly line to the TRUE POINT OF BEGINNING;
Thence South 14°31'39" East, 682.60 feet, to a point on the southerly line of a parcel of land as described in Book 4706 at Page 601 of the Arapahoe County records;
Thence South 89°30'57" West, 622.45 feet, along said southerly line, to a point on the North-South Centerline of said Section 25;
Thence North 00°23'34" West, 661.68 feet, along said North-South Centerline, to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25;
Thence North 89°27'05" East, 455.76 feet, along said southerly line to the Point of Beginning.

Containing 8.1927 acres, or 356874 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

ACQUISITION EXHIBIT

10/13

NE 1/4
SEC. 25
T-4-S, R-66-W
6th P.M.

EAST-WEST CENTERLINE

NORTH 1/2 OF NORTH 1/2 OF NORTH 1/2 OF SE 1/4

S00°28'25"E
130.66'

EAST 1/4 CORNER
SECTION 25
T-4-S, R-66-W,
6th P.M.

N88°27'05"E
455.76'

T.P.O.B.
TK-74

S88°27'05"W 2180.38'

N00°23'31"W
861.66'

S15°31'35"E
602.80'

SOUTHERLY LINE
BOOK 4708 AT PAGE 601

S88°30'57"W
622.45'

SW 1/4
SEC. 25
T-4-S, R-66-W
6th P.M.

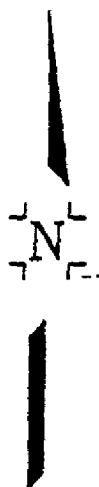
NORTH-SOUTH CENTERLINE

SE 1/4
SEC. 25
T-4-S, R-66-W
6th P.M.

SW 1/4
SEC. 30
T-4-S, R-65-W
6th P.M.

SOUTH 1/4 CORNER
SECTION 25
T-4-S, R-66-W,
6th P.M.

SOUTHEAST CORNER
SECTION 25
T-4-S, R-66-W,
6th P.M.



SCALE: 1" = 600'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 8.1927 AC

**WESTERN STATES
SURVEYING, Inc.**

TK-74
DANIEL CRIPPEN, ETAL
STA 930+/- STA 937+/-

CALC: JAD 11/17/95 REV: 3/25/96 E470
DRWN: JAD 11/28/95

E-470

11/3

DANIEL & LAREESE CRIPPEN

TK-75

STA 937± STA 954±

REVISED: March 26, 1996

DESCRIPTION

A parcel of land No. TK-75 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the East Quarter Corner of said Section 25;
Thence South 00°28'25" East, 330.66 feet, along the easterly line of Section 25 to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25;
Thence South 89°27'05" West, 2180.39 feet, along said southerly line to the TRUE POINT OF BEGINNING;
Thence continuing South 89°27'05" West, 455.76 feet, along said southerly line to a point on the North-South Centerline of said Section 25;
Thence North 00°23'34" West, 146.22 feet, along said North-South Centerline;
Thence North 10°58'14" West, 1247.90 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 79°01'46" West, 1382.39 feet, thru a central angle of 12°03'41", an arc length of 291.01 feet, whose chord bears North 17°00'05" West, 290.47 feet, to a point on the northerly line of the South Half of the Northwest Quarter said Section 25 and a point of non-tangency;
Thence North 89°23'45" East, 312.11 feet, along said northerly line to a point on said North-South Centerline;
Thence North 89°25'54" East, 193.46 feet, along the northerly line of the South Half of the Northeast Quarter;
Thence South 06°35'44" East, 401.06 feet;
Thence South 01°22'25" East, 195.74 feet;
Thence South 10°42'50" East, 738.52 feet;
Thence South 14°31'39" East, 341.11 feet, to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25 and the Point of Beginning.

12/13

DANIEL & LAREESE CRIPPEN

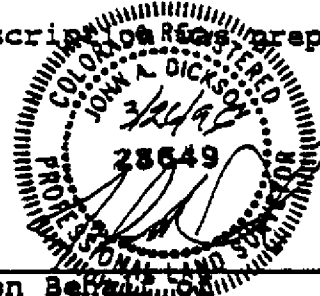
TK-75

STA 937± STA 954±

REVISED: March 26, 1996

Containing 16.2240 acres, or 706719 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.

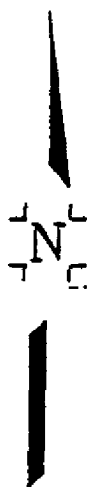
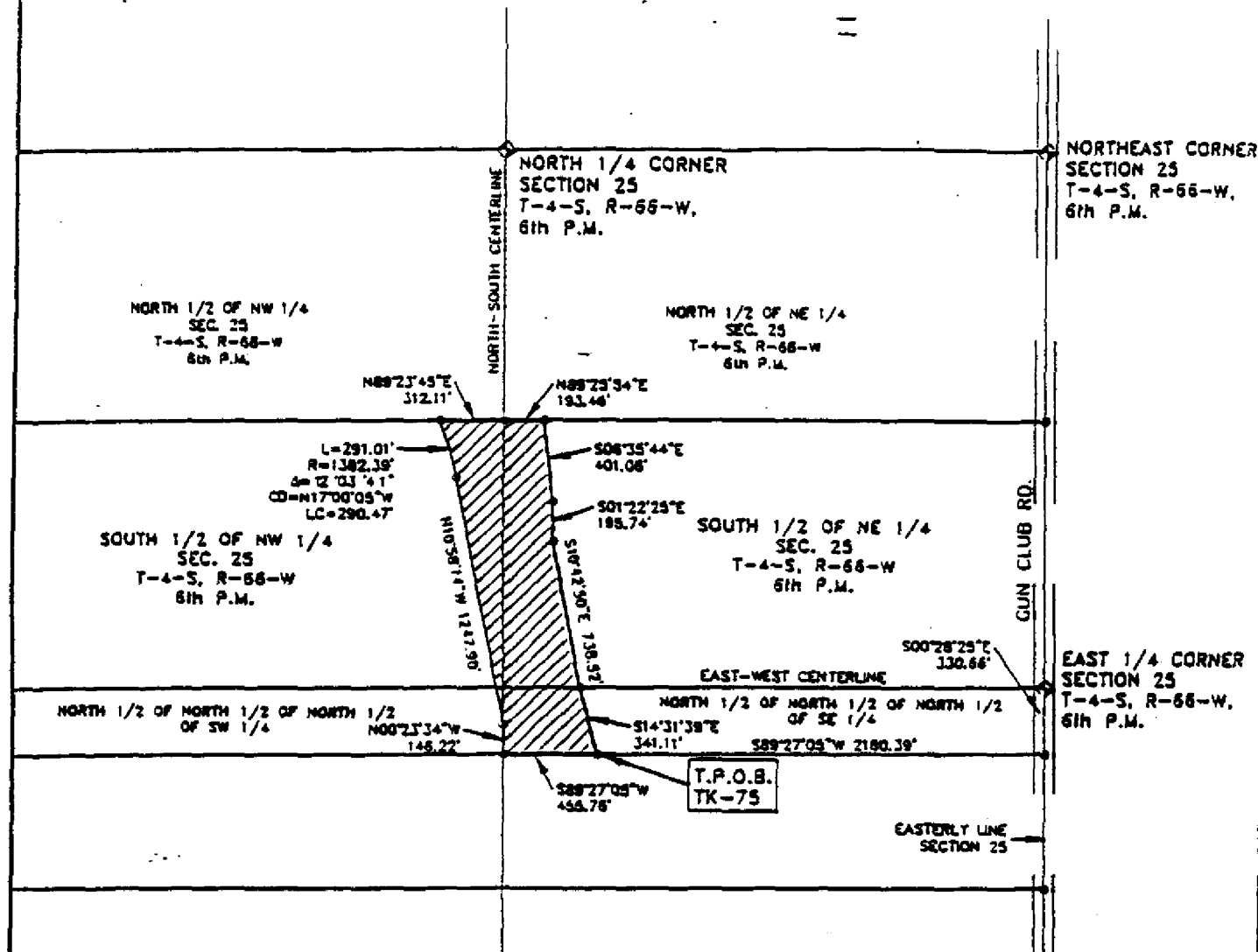


For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

TC-75LBO

ACQUISITION EXHIBIT

13/13



SCALE: 1" = 800'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 18.2240 AC

WESTERN STATES SURVEYING, Inc.

TK-75

DANIEL & LAREESE CRIPPEN
STA 937+/- STA 954+/-

CALC: JAD 11/17/95

REV: 3/25/96 E470

DRWN: JAD 11/28/95

E-470

RELINQUISHMENT AND QUITCLAIM

THIS DEED, made this 27th day of September, 1996, by and between UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska (hereinafter "UPLRC"), and E-470 PUBLIC HIGHWAY AUTHORITY, a political subdivision of the State of Colorado (hereinafter "GRANTEE").

WITNESSETH: A7008021
1/23/97 12:58:56
PG: 0001-009
46.00 DQC FEE: 0.00
RECITALS DONETTA DAVIDSON
ARAPAHOE COUNTY

1. The lands which are the subject of this Relinquishment and Quitclaim are those lands that are described on attached Exhibit A in which UPLRC owns an interest and are all hereinafter referred to as the "Subject Lands."
2. By deed dated November 6, 1912 and recorded on February 13, 1913 in the Office of the Clerk and Recorder of Arapahoe County in Book A-66, Page 17, Union Pacific Land Company conveyed to Thomas W. McMahon and Joseph Cohorst certain real estate in Arapahoe County, Colorado, portions of which are the Subject Lands. Said deed was made subject to the reservation by the Grantor of, among other things, "(a)ll oil, coal and other minerals within or underlying said lands."
3. By Quitclaim Deed dated April 1, 1971 recorded on April 16, 1971 in the Office of the Clerk and Recorder of Arapahoe County in Book 1920, Page 247, Union Pacific Railroad Company, successor in interest to Union Pacific Land Company, quitclaimed to Union Pacific Land Resources Corporation, a Utah corporation ("Utah Corporation"), all of its right, title, and interest in and to certain real estate in Arapahoe County, Colorado, portions of which are the Subject Lands.
4. By mineral deed dated January 13, 1977 recorded on April 1, 1977 in the Office of the Clerk and Recorder of Arapahoe County in Book 2568, Page 677, UPLRC conveyed to Champlin Petroleum Company, predecessor in name to UPRC, all of UPLRC's right, title and interest in portions of the Subject Lands in and to all oil, gas and associated liquid hydrocarbons and other rights as identified in such mineral deed.
5. On August 12, 1977, the Utah corporation was merged into UPLR Corporation, a corporation of the State of Nebraska, and effective as of the moment of the merger, UPLR Corporation became Union Pacific Land Resources Corporation. Under the laws of the State of Nebraska, UPLRC, by operation of law, became successor in interest to all right, title and interest of the Utah corporation in and to the Subject Lands.
6. This Relinquishment and Quitclaim relates to surface entry only for the oil, gas and associated liquid hydrocarbons and coal bed methane gas ("Oil and Gas") that UPLRC owns in the Subject Lands.

2/9

RELINQUISHMENT AND QUITCLAIM


NOW THEREFORE, UPLRC, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it paid, the receipt of which is hereby acknowledged, has RELINQUISHED and forever QUITCLAIMED, and by these presents does RELINQUISH and forever QUITCLAIM unto GRANTEE, its grantees, successors and assigns, with respect to UPLRC's interests in the Subject Lands only, the right to enter upon the surface of the Subject Lands to explore for and remove the Oil and Gas by virtue of the reservation contained in the deed described in paragraph 2, it being the intent hereof to relinquish only the right to enter upon the surface of the Subject Lands to explore for and remove the Oil and Gas, and to leave in full force and effect all other rights reserved to Union Pacific Land Company in that deed, it being expressly understood that UPLRC's title to the Oil and Gas shall be in no way affected and that UPLRC and any lessee, licensee, successor or assign of UPLRC shall have the right to remove such Oil and Gas from the Subject Lands by subterranean entries, by means of operations conducted on the surface of other lands or otherwise by any means or methods suitable to UPLRC, its lessees, licensees, successors and assigns, but without entering upon or using the surface of the Subject Lands, and in such manner as not to damage the surface of the Subject Lands or to interfere with the use thereof by GRANTEE, its grantees, successors and assigns.

This Relinquishment and Quitclaim is made subject to the specific understanding that all of the terms, conditions, provisions and reservations contained in the deed dated November 6, 1912 referenced in paragraph 2 and not heretofore relinquished shall continue in full force and effect with respect to all lands conveyed thereby and not covered by this Relinquishment and Quitclaim, and it is further specifically understood that all the terms, conditions, provisions and reservations contained in that deed and not relinquished hereunder shall continue in full force and effect with respect to the Subject Lands.

IN WITNESS WHEREOF, UPLRC has executed this Relinquishment and Quitclaim on the date first written above.

UNION PACIFIC LAND RESOURCES CORPORATION

By


Attorney in Fact



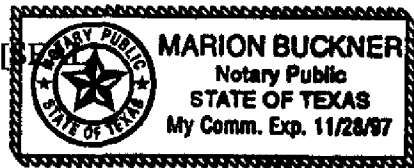
STATE OF TEXAS

COUNTY OF TARRANT

)
) ss
)

3/9

On the 27th day of September, 1996, personally appeared before me,
ELLY BARNES, who, being by me duly sworn, did say that he is the
Attorney in Fact for UNION PACIFIC LAND RESOURCES CORPORATION.



Marion Buckner
Notary Public

My Commission Expires: _____

EXHIBIT A
to Relinquishment and Quitclaim dated
1996 between Union Pacific Land
Resources Corporation and E-470 Public
Highway Authority-Consisting of 6 pages

4/9
OWNER: GUN CLUB PARK, LTD

TK-76

STA 954± STA 967±

REVISED: April 11, 1996

DESCRIPTION

A parcel of land No. TK-76 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Northeast Corner of said Section 25;
Thence South 89°25'17" West, 50.00 feet, along the northerly line of said Section 25, to a point on the westerly right-of-way line of Gun Club Road and the TRUE POINT OF BEGINNING;
Thence South 00°27'08" East, 100.00 feet, along said westerly right-of-way line;
Thence South 89°25'17" West, 1993.34 feet;
Thence South 82°15'35" West, 374.17 feet;
Thence South 46°58'53" West, 81.20 feet, to a point of non-tangent curvature;
Thence along the arc of a curve to the right, whose center bears South 89°56'10" West, 11288.80 feet, thru a central angle of 01°01'12", an arc length of 200.95, whose chord bears South 00°26'46" West, 200.95 feet, to a point of tangency;
Thence South 00°57'22" West, 322.14 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 89°02'38" East, 2273.90 feet, thru a central angle of 07°33'06", an arc length of 299.70 feet, whose chord bears South 02°49'11" East, 299.49 feet, to a point of tangency;
Thence South 06°35'44" East, 300.23 feet, to a point on the southerly line of the North Half of the Northeast Quarter of said Section 25;
Thence South 89°25'54" West, 193.46 feet, along said southerly line;
Thence South 89°23'45" West, 312.11 feet, along the southerly line of the North Half of the Northwest Quarter of said Section 25, to a point on non-tangent curvature;
Thence along the arc of curve to the left, whose center bears South 66°58'04" West, 1382.39 feet, thru a central angle of 00°08'01", an arc length of 3.22 feet, whose chord bears North 23°05'56" West, 3.22 feet, to a point of tangency;
Thence North 23°09'56" West, 929.01 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 66°50'04" West, 100.00 feet, thru a central angle of 67°24'47", an arc length of 117.66 feet, whose chord bears North 56°52'20" West, 110.99 feet, to a point of tangency;
Thence South 89°25'17" West, 214.55 feet, to a point of curvature;

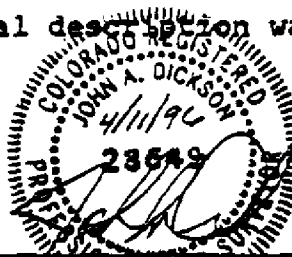
5/9

OWNER: GUN CLUB PARK, LTD
TK-76
STA 954± STA 967±
REVISED: April 11, 1996

Thence along the arc of a curve to the right, whose center bears
North 00°34'43" West, 200.00 feet, thru a central angle of
86°59'31", an arc length of 303.66 feet, whose chord bears
North 47°04'58" West, 275.32 feet, to a point of tangency;
Thence North 03°35'12" West, 109.16 feet;
Thence South 89°20'58" West, 544.43 feet;
Thence North 00°39'02" West, 100.00 feet, to a point on said northerly
Section line;
Thence North 89°20'58" East, 1731.35 feet, along said northerly line of
said Section 25 to the North Quarter Corner of said Section 25;
Thence North 89°25'17" East, 2582.94 feet, continuing along said
northerly Section line to the Point of Beginning.

Containing 33.3200 acres, or 1451421 square feet, more or less.

I hereby certify that the attached legal description was prepared under
my direct supervision.

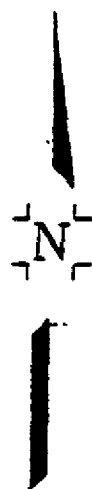
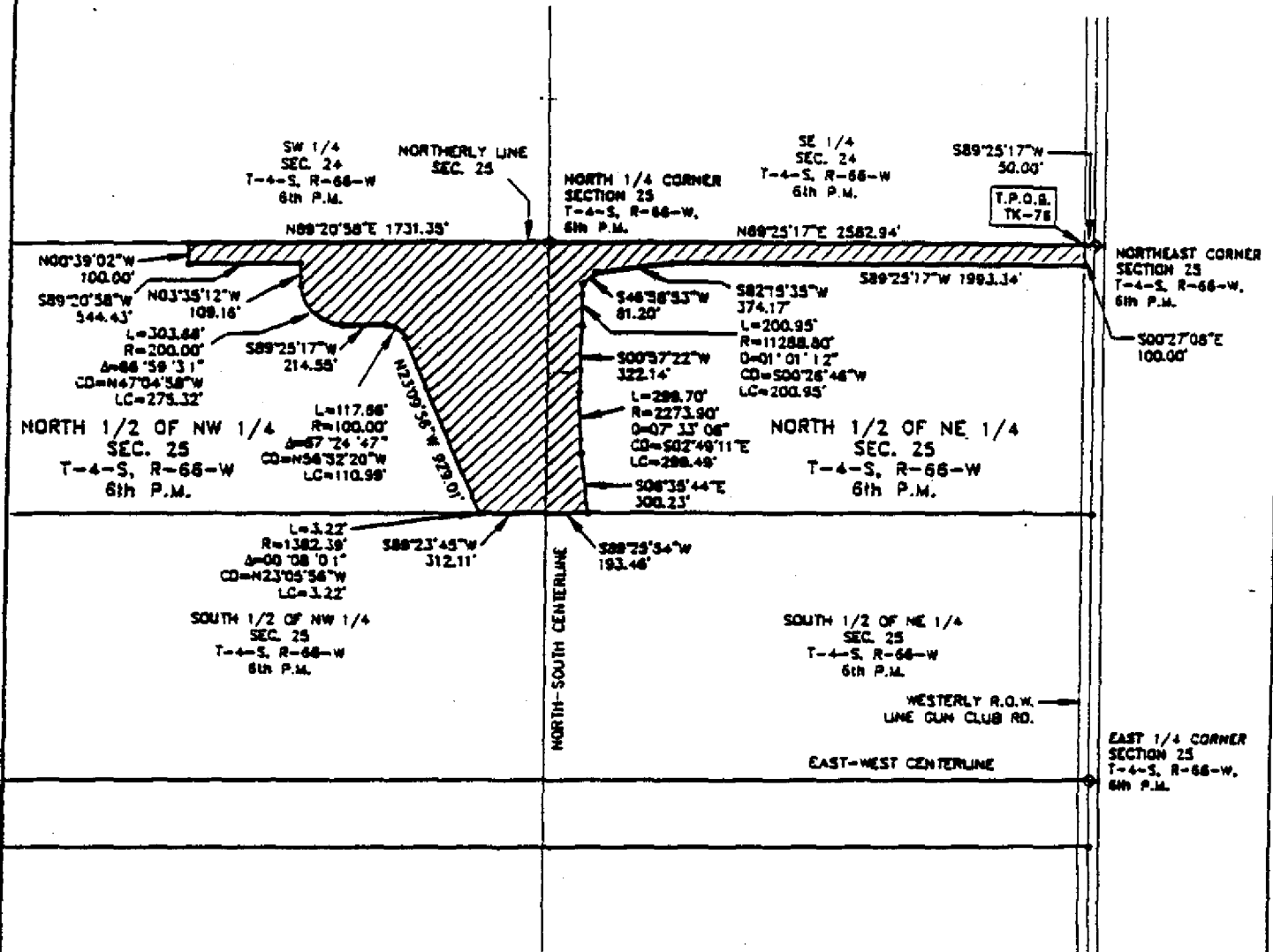


For and on behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

TK-MLEB

6/9

ACQUISITION EXHIBIT



SCALE: 1" = 800'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 33.3200 AC

WESTERN STATES
SURVEYING, Inc.

TK-76

OWNER: GUN CLUB PARK, LTD
STA 954+/- STA 967+/-

CALC: JAD 11/17/95

REV: 4/11/96 WSSI

DRWN: JAD 11/30/95

E-470

7/9

DANIEL & LAREESE CRIPPEN

TK-75

STA 937± STA 954±

REVISED: March 26, 1996

DESCRIPTION

A parcel of land No. TK-75 of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the East Quarter Corner of said Section 25;
Thence South 00°28'25" East, 330.66 feet, along the easterly line of Section 25 to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25;
Thence South 89°27'05" West, 2180.39 feet, along said southerly line to the TRUE POINT OF BEGINNING;
Thence continuing South 89°27'05" West, 455.76 feet, along said southerly line to a point on the North-South Centerline of said Section 25;
Thence North 00°23'34" West, 146.22 feet, along said North-South Centerline;
Thence North 10°58'14" West, 1247.90 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 79°01'46" West, 1382.39 feet, thru a central angle of 12°03'41", an arc length of 291.01 feet, whose chord bears North 17°00'05" West, 290.47 feet, to a point on the northerly line of the South Half of the Northwest Quarter said Section 25 and a point of non-tangency;
Thence North 89°23'45" East, 312.11 feet, along said northerly line to a point on said North-South Centerline;
Thence North 89°25'54" East, 193.46 feet, along the northerly line of the South Half of the Northeast Quarter;
Thence South 06°35'44" East, 401.06 feet;
Thence South 01°22'25" East, 195.74 feet;
Thence South 10°42'50" East, 738.52 feet;
Thence South 14°31'39" East, 341.11 feet, to a point on the southerly line of the North Half of the North Half of the North Half of the Southeast Quarter of said Section 25 and the Point of Beginning.

8/9

DANIEL & LAREESE CRIPPEN

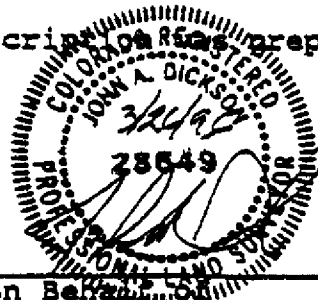
TK-75

STA 937± STA 954±

REVISED: March 26, 1996

Containing 16.2240 acres, or 706719 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.

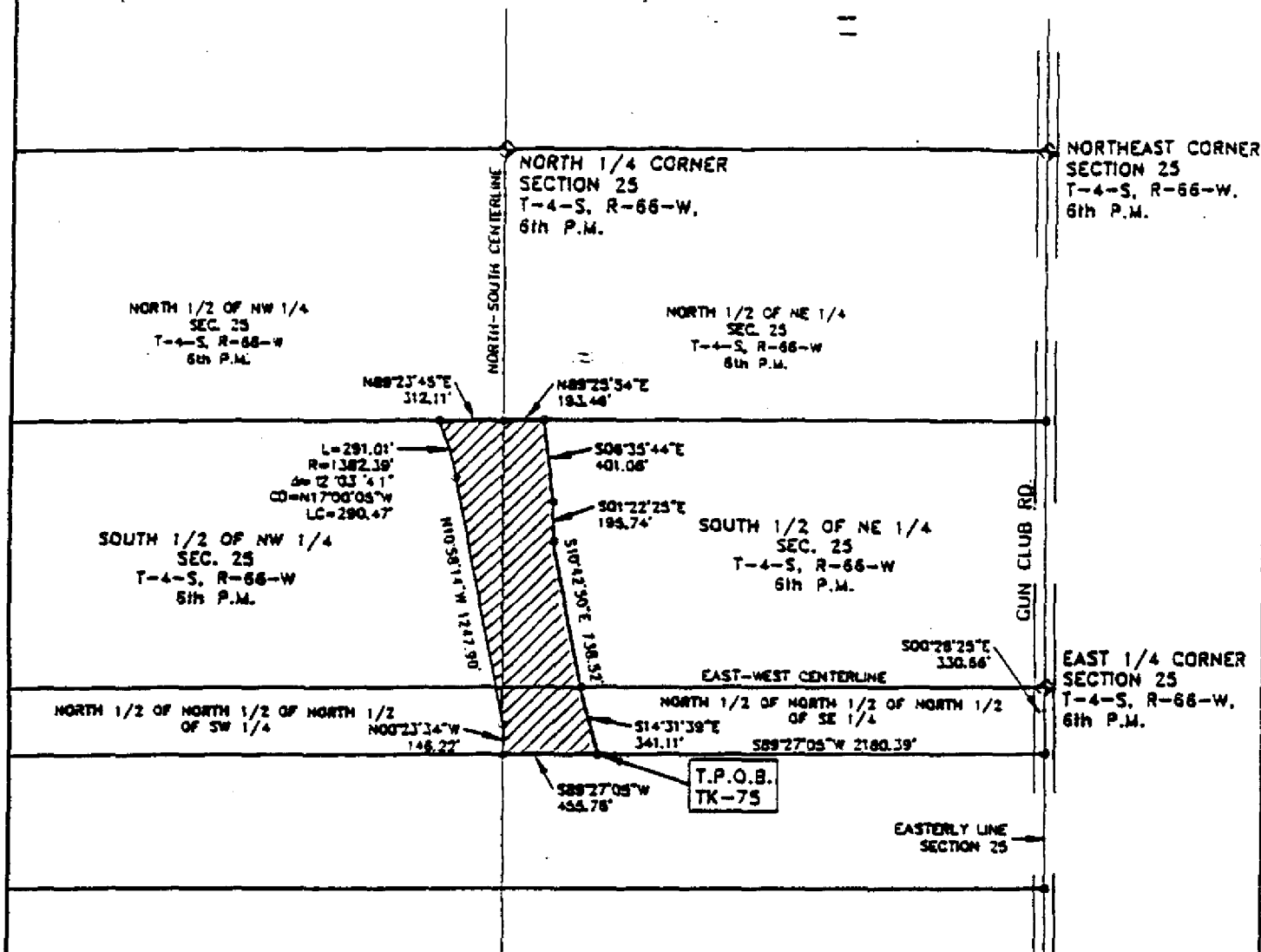


For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

TK-75183

ACQUISITION EXHIBIT

9/9



NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: 18.2240 AC

WESTERN STATES SURVEYING, Inc.

TK-75

DANIEL & LAREESE CRIPPEN
STA 937+/- STA 954+/-

CALC: JAD 11/17/95

REV: 3/25/96 E470

DRWN: JAD 11/28/95

E-470

Recorded at 2:01 P.M. APR 11 1989
3076717
MAJORIE PAGE, Recorder

RECEIVED
JAN 11 10 45 AM '89
ARCHIVIST

WAFER/CAVEY:11/19/86

BOOK 5668 PAGE 540

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 9th day of ~~January~~, A.D. 1988 by and between GUN CLUB PARK, Ltd., a Colorado limited partnership and George E. Wafer, hereinafter referred to as "ANNEXOR", and the CITY OF AURORA, a municipal corporation of the Counties of Adams and Arapahoe, State of Colorado, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, ANNEXOR is the owner of the property described in Exhibit "A" hereto (the "Property"), and

WHEREAS, ANNEXOR has filed petitions for annexation with CITY of the unincorporated lands comprising the Property, and

WHEREAS, the parties mutually agree and recognize that it is desirable for the development of the Property by ANNEXOR that ANNEXOR obtain certain municipal services from CITY, including but not limited to those described herein; and

WHEREAS, CITY has determined that it is in the best interests of CITY to annex the Property and to provide municipal services and receive revenues from the development to occur on the Property;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them,

IT IS AGREED:



DEFINITIONS

"Annexor" as used in this Agreement shall mean and refer to Gun Club Park, Ltd., a Colorado limited partnership and George E. Wafer, their successors, assigns and designees, including but not limited to one or more designee Districts as hereafter defined.

"Crossings" shall mean and refer to all bridges, culverts, arches and other types of facilities and structures utilized to cross certain roadways and storm drainage areas within and on the exterior boundary of the Property, including but not limited to those shown on the Master Land Use Plan.

"District" when used herein shall mean and refer to any general, special and/or metropolitan district organized to provide facilities and/or services to the Property pursuant to Title 32, Colorado Revised Statutes, 1973.

"Master Land Use Plan" shall mean and refer to the Planned Development (P.D.) Land Use and Zoning Plan (including the associated use and development standards, restrictions and phasing plan) submitted herewith as Exhibit "B" and as approved by the Aurora City Council on _____, 1986, by Ordinance No. _____.

"Streets" shall mean and refer to residential, commercial, collector, minor and principal arterial streets and roadways.

"Sewer Interceptor Lines" shall mean and refer to sewer lines larger than twelve inches (12") in diameter.

"Water Transmission Lines" shall mean and refer to water lines larger than twelve inches (12") in diameter.

"Extraordinary Public Improvements" shall generally mean those improvements which have Citywide or regional benefits or are in excess of ANNEXOR's responsibilities under this Agreement. Examples of such extraordinary improvements shall include but not be limited to; the oversizing of streets, bridges, crossings and street improvements, signage and signalization, connecting roads, interchanges and associated facilities, regional parks and recreation facilities, studies and improvements as required.

"Public Land Credit" shall be comprised of all tracts of land dedicated to CITY for public use as shown on the Master Land Use Plan or otherwise so dedicated excepting streets, school sites and utility rights-of-way. Such lands shall be exempt from the Offsite Traffic Impact Fee, Water Transmission Development Fee and Sewer Interceptor Development Fee.

II

STREETS

- A. ANNEXOR agrees to dedicate, at the time of each platting, all necessary street rights-of-way for the full width thereof as provided by the Master Land Use Plan, or if not specified thereon, then as established by CITY for streets lying within the Property. ANNEXOR also agrees to dedicate principal arterials and highways within the Property to CITY earlier than platting, if such dedications are reasonably required by CITY for commencement of construction of such roadways. Further, within the earlier of forty-eight (48) months from the date of CITY approval of this Agreement or when reasonably determined by CITY to be required for commencement of construction of such streets in accordance with the phased development of the Property, ANNEXOR agrees to convey to CITY one-half the width of all streets lying on the exterior boundaries of the Property as shown on the Master Land Use Plan, without cost to CITY. ANNEXOR further agrees to fully improve said streets, as required by CITY standards, for the full width thereof lying within the Property, and one-half of said streets abutting on and contiguous to or on the exterior of the Property, provided, however, that (i) ANNEXOR agrees to dedicate one half of a 200 foot right-of-way for Gun Club Road on the perimeter of the Property, (ii) ANNEXOR shall be responsible only to pay for and improve a thirty-nine foot (39') roadway, and one half of a twenty-four foot (24') center island and a ten foot (10') bicycle path on the perimeter of the Property and (iii) any additional roadway improvements (except acceleration-deceleration lanes at access points as needed for development of the Property) shall be the responsibility of CITY or other landowners. The alignment of Gun Club Road shall be located generally as shown on the Master Land Use Plan, but with consent of CITY and ANNEXOR may differ from the alignment shown on the Master Land Use Plan based on topography and engineering.
- B. All improvements to be installed by ANNEXOR shall be phased by ANNEXOR as needed for development of the Property. Except as expressly noted in Article II-A above: (i) streets shall be located in conformance with the street alignments established in the Master Land Use Plan, or if not so specified, then in accordance with CITY roadway alignments unless otherwise agreed to by CITY and ANNEXOR; and (ii) dedicated streets shall be installed in accordance with the construction standards of CITY and if applicable, the construction standards of the Colorado Department of Highways. All other streets shall be installed in accordance with the Master Land Use Plan. ANNEXOR also agrees to

include the Property in Districts or other mechanisms reasonably established by CITY for improvement of expressways and highways.

- C. ANNEXOR shall grant to CITY an easement in gross adjoining minor and principal arterial streets sufficient to provide necessary cut and fill to establish the grade of said arterials on a one foot incline for every three feet of distance. Said easement in gross shall be released to ANNEXOR at such time as the adjacent property is filled and maintained at grade of said minor and principal arterial streets.
- D. If, in connection with development, CITY reasonably determines that it is necessary for access purposes for the ANNEXOR to construct streets through the land of others, or for CITY to utilize its powers of condemnation for such purposes, then, pursuant to separate agreement with CITY to be entered into prior to undertaking such street improvements, and except to the extent that ANNEXOR is reimbursed pursuant to Article X hereof, ANNEXOR will advance the funds required for such purposes and be reimbursed for the cost thereof. Additionally, ANNEXOR agrees that if CITY or another landowner constructs streets adjacent to or through the Property, which construction is the obligation of ANNEXOR pursuant to this Agreement, then ANNEXOR agrees to reimburse CITY or such other landowner on an equitable basis as development of the Property progresses. Such reimbursement shall be pursuant to separate agreement between ANNEXOR and CITY.
- E. ANNEXOR agrees to warrant streets and roadway improvements for a period of twelve (12) months from the date of completion of such improvements and to correct any material defects thereto as further described in Article XI, B & C. Upon correction of such defects, CITY shall be responsible for repair and maintenance thereof, including maintenance of medians and rights-of-way as approved pursuant to the Master Land Use Plan; provided, however, that ANNEXOR will be responsible for correction and repair of any damage to streets and roadways within the Property caused by ANNEXOR's construction traffic or ANNEXOR's construction activities on the Property. CITY will cooperate with ANNEXOR in implementation of an enforcement program to minimize street damage by construction related traffic.
- F. ANNEXOR shall pay for installation of signage and signalization for all streets within the Property as required at the time of platting of such streets at ANNEXOR's expense pursuant to the Uniform Manual of Traffic Devices of the State of Colorado. ANNEXOR will advance the funds required for full signalization of perimeter streets, when needed,

subject to reimbursement on an equitable pro-rata basis by other landowners contributing to the warranting of such signals, such reimbursement to be administered by CITY by separate agreement between ANNEXOR and CITY.

- G. ANNEXOR agrees to pay an Offsite Traffic Impact Fee as established by City Council Ordinance. The fee shall be based upon the Property's fair and equitable share of roadway improvements reasonably attributable to development impacts of the Property within CITY. Such fee shall initially be five hundred dollars (\$500.00) per acre, less the Public Land Credit as defined in Article I hereof and less the acreage used for Jewell Avenue over and above the amount necessary to construct Jewell Avenue to arterial standards. Such fee shall be due and payable pro-rata at the time of each plat approval based upon the acreage of each plat. City agrees that such funds shall be used only for traffic improvements.

III

WATER AND SEWER

- A. It is agreed that subject to the provisions of Article III-K hereof, CITY will provide water and water taps adequate to serve the Property as fully zoned and developed in accordance with the Master Land Use Plan. ANNEXOR will pay water tap fees as are required by CITY at the time said taps are needed, so long as such fees are uniformly applied throughout CITY.
- B. CITY agrees to install all water transmission lines to, on the boundary of, and within the Property and to deliver water to the Property as required for development of the Property. Such water transmission lines shall have sufficient capacity to serve the demands of the Property in accordance with the maximum zoning and development requirements as provided in the Master Land Use Plan. CITY agrees to provide such water service in a timely manner when required by ANNEXOR for development of the Property with sufficient capacity to provide adequate fire protection to serve the Property as developed. In no event shall CITY be required to provide such water service prior to 180 days after notification in writing by ANNEXOR of the need for such services. ANNEXOR agrees to install water distribution lines within the Property in accordance with CITY's standards and specifications.

- C. ANNEXOR agrees to pay CITY a Water Transmission Development Fee, as established by City Council Ordinance. The fee will be assessed on a per acre basis for the acreage within the Property less any credit for lands dedicated to CITY for public use as defined in Article I hereof, (Public Land Credit). Unless paid as described in Article III-D, the balance of such fee shall be paid pro-rata at the time of each plat approval, but may be paid earlier by ANNEXOR at ANNEXOR's option.
- D. ANNEXOR further agrees to pay to CITY such additional funds as may be required from time to time to extend water transmission lines to serve the Property in phases as required for development subject to the following:
1. If the lines are oversized to serve other landowners, ANNEXOR and CITY shall enter into a payback agreement as described in Article III-N hereof;
 2. To the extent such lines only serve the Property, then such funds so paid will be credited toward the balance of the Water Transmission Development Fee then owing, if any.
- E. The parties mutually agree that ANNEXOR shall design and install water distribution lines and fire hydrants within the Property, at ANNEXOR's expense, in accordance with CITY's standards and specifications, subject to approval of the City Engineer, the Department of Utilities and the Fire Department.
- F. It is agreed that subject to the provisions of Article III-K hereof, CITY will provide sewer taps adequate to serve the Property as fully zoned and developed in accordance with the Master Land Use Plan. ANNEXOR will pay sewer tap fees required by CITY and Metro Denver Sewage Disposal District No. 1 at the time such taps are needed, so long as such fees are uniformly applied through CITY.
- G. CITY agrees to install all sewer interceptor lines to, on the boundary of and within the Property and to provide such sewer service in phases as required for development of the Property. CITY shall install such sewer interceptor lines with sufficient capacity to serve the requirements of the Property in accordance with the maximum zoning and development requirements as provided in the Master Land Use Plan. CITY agrees to provide such sewer service in a timely manner when required by ANNEXOR for development of the Property. In no event shall CITY be required to provide such sewer service prior to 180 days after notification in writing by the ANNEXOR. ANNEXOR agrees to install sanitary sewer

collection lines within the Property in accordance with CITY's standards and specifications.

- H. ANNEXOR agrees to pay CITY a Sewer Interceptor Development Fee, as established by City Council Ordinance. The fee will be assessed on a per acre basis for the acreage within the Property less the Public Land Credit as defined in Article I hereof. Unless paid as described in Article III-I, the balance of such fee shall be paid pro-rata at the time of each plat approval, but may be paid earlier by ANNEXOR at ANNEXOR's option.
- I. ANNEXOR agrees to pay to CITY such additional funds as may be required from time to time to extend sewer interceptor lines to serve the Property in phases as required for development subject to the following:
1. If the sewer interceptor lines are oversized to serve other landowners, ANNEXOR and CITY shall enter into a payback agreement as described in Article III-N hereof;
 2. To the extent such lines only serve the Property, then such funds so paid will be credited toward the balance of the Sewer Interceptor Fees then owing, if any.
- J. ANNEXOR agrees to dedicate all necessary unobstructed rights-of-way for utility easements needed for water and sewer lines to serve the area described herein, in accordance with CITY's uniformly applied standards. ANNEXOR shall grant additional temporary construction easements for installation of water and sewer mains where required by CITY. "Unobstructed" shall mean freely accessible for all required maintenance equipment.
- K. ANNEXOR hereby agrees that all promises of water and sanitary sewer service made by this Agreement are subject to any uniformly applied water and sewer tap allocation program of CITY, and are subject to any other uniformly applied general restrictions of CITY, relating to the provision of water and sanitary sewer service.
- L. Except as expressly set forth herein, water and sewer tap fees and all other utility charges for the Property will not exceed those charged generally at any given time within CITY. Other than water and sewer usage charges uniformly charged by CITY, no other fees or charges except as expressly set forth herein may be made for water or sewer services or facilities.
- M. CITY agrees to install Water Transmission Lines and Sewer Interceptor Lines to serve the Property in the most direct and feasible manner, using public rights-of-way whenever

possible. However, to the extent that any easements are required for water transmission lines or for sanitary sewer interceptor lines through the property of others, CITY will provide or obtain necessary easements as required, including utilization of its powers of condemnation as permitted by law, in order to acquire the same and ANNEXOR agrees to advance the funds required to obtain such easements if the fees paid by ANNEXOR per Article III-C & H at the time were insufficient, subject to a reimbursement agreement or credit against the Article III-C & H fees. Further, to the extent that cuts in excess of twenty-five (25) feet are required for sewer lines, CITY will not unreasonably withhold its consent to permit ANNEXOR to utilize lift stations.

- N. To the extent the water and sewer lines are oversized for the benefit of landowners and parties other than ANNEXOR, CITY, for a period of fifteen (15) years from installation of such facilities, will require such other landowners to reimburse ANNEXOR in cash for the cost, including financing of oversizing pursuant to a pay-back agreement providing for repayment to ANNEXOR in similar manner to payment of such fees hereunder, but with the entire balance due no later than time of platting.
- O. ANNEXOR shall transfer to CITY by quit claim deed its rights to all deep well water aquifers underlying the Property. The deep well aquifers to be transferred to CITY include any Denver, Dawson-Arkose, Arapahoe and Laramie-Fox Hills.

IV

STORM DRAINAGE

- A. Storm drainage improvements shall be constructed by ANNEXOR in full conformity with the storm drainage regulations and ordinances of the CITY and the applicable drainage master-plan of CITY in effect at the time of construction, if any. Subject to the provisions of Article IV-D below, ANNEXOR agrees to pay the storm drainage development fee as established by City Council for improvements to major drainageways within the Murphy Creek Basin in accordance with the provisions of the City Code.
- B. All required storm drainage improvements shall be designed and constructed in phases prior to or concurrently with development of the Property and in a manner that will prevent flooding in said developed area and to provide the appropriate transitions to undeveloped areas. The rights-of-way and easements for storm drainage within Murphy Creek shall be of sufficient width to pass drainage from all tributary areas in a 100-year developed state and be able to

provide for a 12-foot maintenance road. The storm drainage plan shall be in compliance with the applicable masterplan, as adopted by City Council, unless otherwise planned by a registered engineer and approved by City Council as a revision to the masterplan. The ANNEXOR accepts full responsibility for the cost for the passage of all drainage flows resulting from the development of the Property to accommodate the 100-year storm within portions of the Property that are not designated as a major drainageway by the masterplan.

- C. In the event ANNEXOR desires to complete the development of any portion of the Property prior to completion of the storm drainage improvements to major drainageways by CITY, ANNEXOR may make those improvements (including on-site detention or retention if necessary), by advancing the required funds and ANNEXOR shall receive a credit toward any unpaid storm drainage development fees if such improvements will be consistent with and will be financed within the CITY's Master Drainage Plan for Murphy Creek. If the cost of such improvements exceeds the unpaid storm drainage development fees, ANNEXOR may apply for reimbursement from CITY as funds become available from other developers within the Murphy Creek Basin, on a first-come, first-serve basis, together with ANNEXOR's cost of financing thereof, but in no event later than twenty-five (25) years after such funds are advanced. CITY and ANNEXOR agree that upon request of ANNEXOR, CITY shall delegate construction of storm drainage improvements to Murphy Creek within the Property to ANNEXOR, to be installed in accordance with CITY standards. In such event, ANNEXOR shall receive a credit for amounts so expended against the fees and shall receive reimbursement from other landowners within the basin as provided herein.
- D. It is agreed that ANNEXOR shall have the right to review and participate in the preparation of CITY's masterplan(s) through the public process. In all events, it is agreed that the CITY's masterplan(s) will utilize a reasonably cost efficient methodology and that the masterplan(s) will prorate drainage basin costs amongst all of the landowners on major drainageways on a fair and equitable basis. CITY also agrees that insofar as it relates to the Property or the basin affecting the Property, the masterplan(s) shall be completed within eighteen (18) months from the date of annexation of the Property.

V

CROSSINGS POLICY

- A. CITY's Engineer shall review with ANNEXOR design criteria for all Crossings, including but not limited to those shown on the Master Land Use Plan and otherwise required within the Property. ANNEXOR shall pay the total cost of the design and construction of the Crossings within the Property, including all transitions of any drainageway under or through the crossing, if not included in the drainage basin fee described in Article IV-C.
- B. If a Crossing is required on the exterior boundary of the Property, ANNEXOR shall be responsible for its proportionate share of the cost of design and construction, as reasonably determined by CITY.
- C. The Crossings required for all minor and principal arterials, expressways and collector streets on the exterior boundaries and all minor and principal arterials and expressways within the Property shall be constructed in conformity with the then existing CITY standards and shall be installed as required by ANNEXOR's phased development schedule.
- D. ANNEXOR and CITY, prior to construction of each Crossing, shall agree upon a reasonable procedure for designing said Crossings, and for competitive bidding to assure cost efficiency, all in accordance with CITY's contract administration procedures.

VI

PUBLIC LAND DEDICATION

- A. ANNEXOR, as consideration for receiving municipal services, agrees to convey to CITY, at the time of platting, areas to be dedicated for public purposes two percent (2%) of the total area of the Property zoned to be used for municipal purposes, including fire and police facilities. All lands dedicated hereunder shall be platted by ANNEXOR in accordance with CITY's subdivision regulations. The external boundaries of the donated lands shall be monumented on the ground as described by the City Code of CITY. ANNEXOR agrees that if, between the time of annexation and subdividing, any of the Property is rezoned from a nonresidential to a residential classification, CITY may require additional land dedications at the time of subdivision platting, in accordance with the percentages described above. CITY, upon agreement with ANNEXOR, may accept cash in lieu of any

required land donation. Cash in lieu of land shall be based on the appraised value of the land as zoned, but not improved.

- B. ANNEXOR agrees that lands to be dedicated for public purposes shall include all site and public improvements, including but not limited to water and sewer facilities to the perimeter of such site, curb, gutter, streets and sidewalks adjacent to the site, as applicable. If such improvements are not in place, appropriate assurance of completion shall be provided to CITY at the time of conveyance.
- C. Conveyance of land by ANNEXOR to CITY shall be in parcels of not less than one (1) acre. Land for public purposes shall be conveyed to CITY by ANNEXOR by plat or warranty deed at the sole option of CITY. At the sole option of CITY, ANNEXOR may donate public use sites to CITY in parcels of less than one (1) acre.
- D. Should it be determined that any fire station or other municipal facility locations is required within the Property, the site shall be mutually and reasonably agreed upon by the CITY and ANNEXOR. Any sites dedicated for public purposes but disturbed due to grading of adjacent sites or lands within the floodplain disturbed due to storm drainage improvements must be successfully planted or seeded by ANNEXOR with native grasses acceptable to CITY to prevent erosion. ANNEXOR agrees that all lands donated to CITY shall not be used as a borrow or as a fill area unless part of an overall cut and fill plan approved by ANNEXOR and CITY.
- E. Except as set forth above, no additional dedications nor additional fees shall be required by CITY in connection with development of public lands or facilities.
- F. ANNEXOR agrees that in the event Special Districts are created for whatever reason, the Districts will not apply for nor request a portion of the Colorado Conservation Trust Funds as supplemented by the State Lottery.

VII

SOIL EROSION

All lands, except those indicated on the Master Land Use Plan for public purposes, disturbed by ANNEXOR during construction, or not left in a natural state, must be treated by ANNEXOR to prevent erosion. ANNEXOR further agrees to submit an erosion control plan prior to grading. No lands for public purposes

shall be disturbed by ANNEXOR in any manner to disrupt the natural landscape, unless part of a cut and fill plan approved by ANNEXOR and CITY.

VIII

ZONING, DESIGN AND INFRASTRUCTURE PHASING

- A. CITY recognizes that it is the intent of ANNEXOR to develop the Property in a manner generally consistent with the Master Land Use Plan, which plan is Exhibit "B", attached hereto and incorporated herein by this reference; Exhibit B includes a legal description and map showing approximately 236.162 acres zoned Planned Development District (P.D.).
- B. The Master Land Use Plan includes a number of design intent statements. ANNEXOR and CITY agree that the CITY shall take into account the design intent statements and the ANNEXOR's commitments therein at the time of site plan submittal.
- C. The parties mutually agree that the zoning of the lands described herein as shown on Exhibit "B" upon annexation to CITY is a condition precedent to final annexation of the Property.
- D. It is anticipated that development of the Property will occur over a period of at least twenty five (25) years from the date of this Annexation Agreement. In light of such time period for development and because ANNEXOR is responsible under this Agreement for substantial offsite improvements and the payment of significant fees which will require certain long term financial commitments, any time limitation on the zoning of the Property in any ordinance, rule or regulation of CITY shall not be applicable to this Agreement. Any rezoning, termination, change, amendment or modification of the land uses, densities, building heights, setbacks, open space requirements or other matters provided for in the Master Land Use Plan or associated development standards may be made by CITY only in accordance with the charters, city codes and ordinances of the City of Aurora and the laws of the State of Colorado. Except as expressly provided in this Annexation Agreement, all CITY ordinances, regulations and rules uniformly applicable and in effect at the time of site plan and/or plat approval shall be applicable to the development of the Property.
- E. ANNEXOR acknowledges that development of the Property as zoned will occur in phases as infrastructure (utilities, drainage and transportation facilities) is installed.

- F. ANNEXOR shall be bound by all reasonable Citywide noise impact or airport installation compatible use zone (AICUZ) regulations presently existing or hereafter enacted by CITY.
- G. Portions of the Property are within the influence area of Lowry Landfill. This Property shall be subject to reasonable ordinances passed by the city of Aurora to protect the public health, property and welfare, and may include further referral to specified health and environmental agencies at the time of plat approval, a development phasing plan taking into account recommendations from the Colorado Department of Health and the United States Environmental Protection Agency, notices to affected property owners, if any, and such other reasonable requirements as the CITY shall enact. Development of the property will take place only upon the demonstration that such development will not be adverse to the health, safety or welfare of users of the Property.
- H. It is the intent of the CITY to ensure compatibility with the Plains Conservation Center. ANNEXOR and CITY commit to meet with the Plains Conservation Center over the next 180 days, measured from the date of execution of this Annexation Agreement, in order to resolve issues relating to buffering, roadway alignments and planning, and wildlife protection. If, at the end of the 180 day time period, the above described issues remain unresolved, CITY will determine the resolution of the issues.

IX

SPECIAL DISTRICTS

Subject to CITY's rights of review and approval or denial under the laws of the State of Colorado, CITY shall consider and may approve the creation of one or more districts, including but not limited to special districts, general improvement districts and metropolitan districts, authorized pursuant to Title 31 and Title 32, C.R.S. 1973, ("District(s)"), from time to time as requested by ANNEXOR, for the purpose of the acquisition, construction, installation, financing and/or maintenance of certain capital improvements and facilities, and for the provision of certain services which may be required to develop the Property. Any approval of such districts, when requested by ANNEXOR, shall provide that no District shall levy, charge or collect a sales tax except that District may enter into an intergovernmental agreement with CITY to fund Extraordinary Public Improvements as described in Article VIII hereof.

X

EXTRAORDINARY PUBLIC IMPROVEMENTS

- A. Subject to the conditions hereafter provided, and the exercise of CITY's sole discretion, CITY agrees to utilize or allow to be utilized, for the purposes described hereafter, an amount not to exceed and measured by Twenty-five Percent (25%) of CITY's share of the three and one-half percent (3-1/2%) CITY sales taxes generated and collected within the Property. Such amount shall hereafter be referred to as the "Extraordinary Public Improvements Monies." Subject to the limitations described in this Article X, the Extraordinary Public Improvements Monies shall be utilized by CITY, ANNEXOR, or a District or Districts created by ANNEXOR to the extent such Monies are generated and sales taxes collected within the Property, for payment of bonded indebtedness or other financing of Extraordinary Public Improvements as defined in Article I of this Agreement. Payments of the Extraordinary Public Improvement Monies shall be made to CITY, ANNEXOR, or such District(s) as have undertaken responsibility for the improvement upon approval by CITY of the specific improvements to be financed, the method of financing and the amount to be expended. Upon CITY granting such approval, CITY's obligation hereunder shall continue until all debt instruments issued to fund such facilities have been retired, but not later than twenty five (25) years from the date of annexation. The provisions of this Article X may be implemented pursuant to an intergovernmental agreement between CITY and the District or Districts contemplated by Article IX of this Agreement.
- B. If in any year ANNEXOR advances monies for Extraordinary Public Improvements approved by CITY to pay bond principal and/or interest payments for the improvements described in Article VIII, such funds will be treated as a loan to be repaid no later than twenty five (25) years from the date such funds are advanced (with ANNEXOR's cost of financing) when monies are available from such sales tax proceeds, and not needed to repay the bonded indebtedness.
- C. It is agreed that all funds to be used for the purposes described herein shall be based upon the prior year's actual sales tax collections and shall be utilized for the purposes described herein only when monies are actually collected by CITY to be used hereunder.

XI

GENERAL RESPONSIBILITIES OF CITY OF AURORA

- A. Except as otherwise provided herein: (i) to furnish water and sewer service to users of such services within the Property and charge such rates and connection charges as are then applicable generally within CITY; and (ii) to subject the Property only to ordinances, rules and regulations generally applicable throughout the CITY on a nondiscriminatory basis. Nothing contained herein shall restrict the right of CITY to reasonably impose different fees and charges where reasonable distinctions and classifications exist.
- B. To accept public facilities and all appurtenant structures as soon as these are completed to CITY's specifications, subject to a one year warranty by ANNEXOR or assigns against defective materials and/or workmanship. Notwithstanding the foregoing, ANNEXOR will be responsible for repair of its construction-related damage as described in Article II-D.
- C. To assume the repair and maintenance, including but not limited to, street sweeping, snow removal, etc., of any public improvements upon acceptance by CITY. After expiration of the one year warranty period, subject to any sidewalk fee or ordinance of general applicability adopted by CITY, ANNEXOR shall thereafter be relieved of all further obligation or liability in connection therewith.
- D. At any time ANNEXOR is required to submit to CITY any plans, specifications, drawings, details or other pertinent data required in connection with any water line, sanitary sewer line, storm drainage, or other utility serving the Property, or any improvements within any dedicated right-of-way on the Property, CITY agrees that so long as such submittal is complete, it shall act expeditiously to approve or disapprove such written submittal in writing, setting forth the items disapproved together with the reasons for such disapproval, within a reasonable time of delivery of notice or receipt thereof to CITY. Any resubmittal shall be likewise acted on within a reasonable time after receipt thereof by CITY. This section shall not apply to site plan review or other actions of CITY requiring Planning Commission or City Council approval.
- E. To use its best efforts in securing construction and maintenance easements from governmental or private entities in order to allow ANNEXOR to fulfill its obligations under this Agreement and to proceed with development of the Property.

- F. To cooperate with ANNEXOR in any filings, applications, inspections or other administrative procedures necessary to allow ANNEXOR to fulfill its obligations under this Agreement and to develop its property in accordance with the Master Land Use Plan.
- G. Except as to these services and utilities expressly provided for herein, to provide police, fire and other municipal services to the Property as needed and on a phased basis as development progresses to the same extent as those services are provided by CITY throughout CITY; provided, however, that CITY reserves the right to charge an Urban Services Extension Fee pursuant to City Code if development occurs within the Property prior to the time that urban services are extended to the Property, at which time such fee shall cease. The extension of urban services is intended to occur at yearly increments of one-half (1/2) mile from the existing limits of CITY in accordance with City Council Ordinance. It is agreed that CITY reserves the right to contract with other municipalities or quasimunicipal districts for provision of fire services, so long as (i) there is no additional cost to ANNEXOR and (ii) such contract requires provision of services and facilities comparable to those of CITY.
- H. Unless otherwise expressly provided herein, not to unreasonably withhold its consent or approval when such consent or approval is required hereunder.

XII

GENERAL PROVISIONS

- A. This Agreement shall be recorded with the Clerk and Recorder in Arapahoe County, Colorado and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. Any and all of the rights, duties and obligations of ANNEXOR hereunder may be assigned by ANNEXOR to any person or entity when portions of the Property are leased or conveyed to such persons or entities. In such event, the assignee will assume all of the rights, duties and obligations of ANNEXOR hereunder as to the portion of the Property so assigned and ANNEXOR shall be relieved from all further liabilities, obligations and duties as to the portion of the Property so leased or conveyed. Further, certain rights and duties of ANNEXOR hereunder may be assigned to the Districts so long as such responsibilities are within the scope of authority of such Districts as approved by CITY. ANNEXOR shall notify CITY not less than annually of such assignments and the name

and address of its assignees. It is also agreed that when portions of the Property are dedicated or conveyed to CITY pursuant to this Agreement, the relative responsibilities of CITY and ANNEXOR will be agreed upon as part of the documents of dedication or conveyance.

- B. The parties are entering into this Agreement upon the understanding that zoning of the Property as described in Article VIII hereof is a condition to annexation of the Property and that CITY is concurrently approving certain documents submitted with this Agreement including the Master Land Use Plan. If such zoning and documents are not approved by appropriate ordinance in substantial conformance with their submission, ANNEXOR may withdraw their annexation petitions and/or declare this Agreement null and void. If CITY fails to approve the above documents or the zoning of the Property, by appropriate ordinance or resolution, CITY covenants will not object to ANNEXOR disconnecting a portion or all of the Property from CITY under any applicable provisions of Colorado law, or otherwise, and upon such disconnection, CITY and ANNEXOR shall have no further obligations or responsibilities under this Agreement, and this Agreement shall be void and of no further force or effect as to such disconnected portion of the Property. This remedy of disconnection shall be limited to the circumstances specified in this Article XII-B and those provided to ANNEXOR pursuant to Section 31-12-119, Colorado Revised Statutes, 1973. In the event of any successful disconnection of all or any portion of the Property from CITY which was initiated by ANNEXOR, CITY shall have no further obligations or responsibilities under this Agreement as to such disconnected Property and this Agreement shall be void and of no further force and effect as to such disconnected portion of the Property.
- C. If the annexation of the Property or any portion thereof is voided by successful referendum, or by initiative or by final action of any court, the following provisions shall apply:

(1) Referendum

If the annexation of the Property or any portion thereof is challenged by a referendum, all provisions of this Agreement together with the duties and obligations of each party shall be suspended pending the outcome of the referendum election. If the referendum challenge to the Annexation results in disconnection of the Property from CITY, then this Annexation Agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then ANNEXOR and CITY shall continue

to be bound by all the terms and provisions of this Annexation Agreement.

(2) Initiative

In consideration of the various dedications, payment of fees and conveyances of all water rights provided for herein, if the Annexation of the Property or any portion thereof is voided by initiative, CITY agrees to cooperate with ANNEXOR to continue providing water and sewer service to the Property disconnected. CITY and ANNEXOR agree to jointly pursue all reasonable methods to continue such service, including but not limited to, extra-territorial water and sewer contracts. Such agreement to cooperate shall not constitute a legal obligation on part of CITY to continue service.

(3) Court Action

In the event that the Annexation of the Property or any portion thereof is voided by final action of any court, such action not being associated with a referendum or initiative action, all provisions of this Agreement shall remain in full force and effect. CITY and ANNEXOR shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Annexation Agreement shall be deemed to be an agreement to annex the Property to CITY pursuant to Section 31-12-121 of the Colorado Revised Statutes, 1973, and ANNEXOR shall reapply for Annexation as and when the Property becomes eligible for Annexation.

The provisions of this paragraph shall not apply to any ANNEXOR initiated disconnection from CITY. Further, if the Property is subsequently annexed to any municipality other than CITY this Agreement shall be null and void.

- D. Because it is anticipated by CITY and ANNEXOR that development of the Property will require at least twenty five (25) years from the date of execution hereof, ANNEXOR shall be allowed that time period to develop the Property pursuant to this Agreement. At the end of such twenty five (25) year period, this Agreement shall terminate and expire. Thereafter, so long as the Property is located within the municipal boundaries of CITY, it shall be subject to the uniform ordinances, rules and regulations of CITY generally applicable throughout CITY on a non-discriminatory basis and shall remain zoned in accordance with the Master Land Use Plan, subject to amendments then in effect, if any.

- E. Nothing contained in this Agreement shall constitute or be interpreted as a waiver or abnegation of CITY's legislative, governmental or police powers to promote and protect the health, safety, morals, or general welfare of the municipality or its inhabitants. Except with reference to those fees expressly limited or fixed herein, this Agreement shall not prohibit the enactment by CITY of any fee which is of uniform or general application.
- F. It is understood and agreed by the parties hereto that the remedies provided in Article XII-B of this Agreement are not exclusive and that the parties hereto shall have all available remedies for breach hereof in law or in equity including, but not limited to, specific performance and damages.
- G. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
- H. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except with consent of ANNEXOR and CITY, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument and recorded as required in Article XII-A above. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- I. In the event either party alleges that the other is in default hereunder, the non-defaulting party shall first notify the defaulting party in writing of such default. The defaulting party shall have twenty (20) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder. If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within said period by the defaulting party and be thereafter diligently pursued.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

GUN CLUB PARK, Ltd.,
a Colorado limited partnership

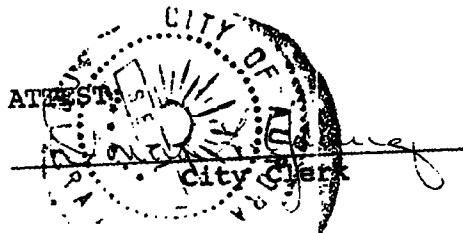
By: George E. Wafer
George E. Wafer, General Partner

By: John Cavey
John Cavey, General Partner

By: George E. Wafer
GEORGE E. WAFER, Individually

CITY OF AURORA, COLORADO
A Municipal Corporation

By: Dennis Champine
DENNIS CHAMPINE, Mayor

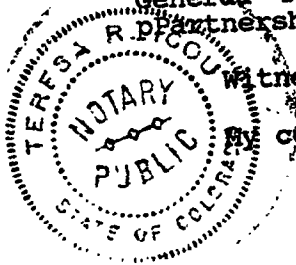


CITY

STATE OF COLORADO
COUNTY OF

) ss.
)

The foregoing instrument was acknowledged before me this ___ day of January, 1988, by George E. Wafer as General Partner, of GUN CLUB PARK, LTD., a Colorado limited partnership.



Witness my hand and official seal.

My commission expires: Oct 1, 1988

Teresa R. Pappas
Notary Public

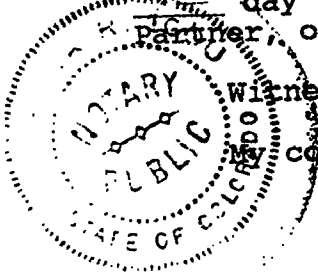
STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___
day of March, 1986, by John Cavey as General
Partner, of GUN CLUB PARK, LTD., a Colorado limited pPartnership.

Witness my hand and official seal.

My commission expires: Oct 1, 1988.

James B. Agan
Notary Public



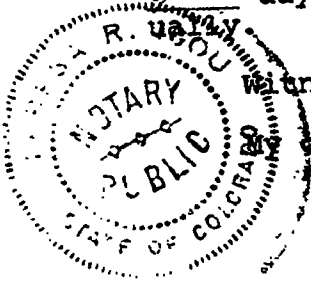
STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___
day of March, 1986, by George E. Wafer, Individ-

Witness my hand and official seal.

My commission expires: Oct 1, 1988.

James B. Agan
Notary Public



Parcel 1:

LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 24, Township 4 South, Range 66 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the South Quarter corner of said Section 24;
THENCE $N00^{\circ}08'05''W$ along the westerly line of said Southeast Quarter a distance of 1306.88 feet;
THENCE $N89^{\circ}51'55''E$ a distance of 2585.85 feet to the westerly deed line of Colorado State Highway No.30;
THENCE $S00^{\circ}00'22''E$ along said westerly deed line a distance of 1304.87 feet to the southerly line of said Southeast Quarter;
THENCE $S89^{\circ}49'14''W$ along said southerly line a distance of 2582.92 feet to the POINT OF BEGINNING.

Containing 77.476 acres, more or less.

LEGAL DESCRIPTION

Parcel 2:

The North Half of the North Half of Section 25, Township 4 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado, except the easterly 50.00 feet, and being additionally described as follows:

BEGINNING at the North Quarter Corner of said Section 25;
THENCE $S89^{\circ}24'53''E$ along the northerly line of said Section 25 a distance of 2582.92 feet to the westerly deed line of Colorado Highway No.30;
THENCE $S00^{\circ}46'18''W$ along said westerly deed line a distance of 1324.75 feet to the southerly line of said North Half of the North Half;
THENCE $N89^{\circ}21'46''W$ along said southerly line a distance of 5227.49 feet to the westerly line of said Section 25;
THENCE $N00^{\circ}47'40''E$ along said westerly line a distance of 1320.01 feet to the Northwest Corner of said Section 25;
THENCE $S89^{\circ}24'53''E$ along the northerly line of said Section 25 a distance of 2644.06 feet to the POINT OF BEGINNING.

Containing 158.686 acres, more or less.

GUN CLUB/JEWELL PROPERTIES
237 ACRE PARCEL

237 ACRE PARCEL

VICTIM'S MAP

1" = 800'

[Stamp: RECEIVED ZONING B-1]

VICINITY MAP
1" = 800'

1-7 000000 000000 000000

LEGAL DEPARTMENT
ASSISTANT ATTORNEY GENERAL
 The Department of Justice is seeking a highly qualified individual to fill the position of Assistant Attorney General. The successful candidate will be responsible for providing legal advice and representation to the Department. The position is located in the Washington, D.C. area. The candidate must have a J.D. degree and be a member of the bar. The position is a full-time position. The salary is \$100,000 per year. The position is open until filled. For more information, please contact the Department of Justice, Human Resources Division, at (202) 541-5000.

OUR CLUB PATRONS:
 ALL L. WALKERS COME
 1991 L. WALKER WALKS WRT 500
 INKLETON, CO WITH
 POSSIBLE FUTURE, THE

M-1 CONDITIONAL

B-3 CONDITIONAL

Scale 1" = 200'

Associates, Inc.
planning consultants
300 South Morris Street, Suite 120
Denver, Colorado 80209
303 333-8661

David Jensen Associates, Inc.
Planning consultants

INITIAL ZONING
PLANNED DEVELOPMENT
GENERAL DEVELOPMENT PLAN

Deak-Jensen Associates, Inc.
Planning and Architecture
110 South Street, Suite 100
New Canaan, CT 06840

[illegible]

1800 EAST 8th STREET
AURORA, CO 80011-9988

EXHIBIT B

US CONSUL GENERAL
2301 E. MANitou AVENUE
AURORA, CO 80013

CONFIDENTIAL

EXHIBIT B

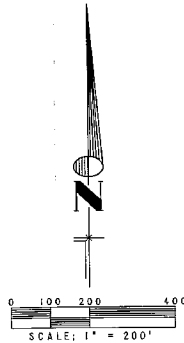
[illegible]

ANNEXATION PLAT

A PART OF THE N1/2 OF THE N1/2,
SECTION 25, T4S, R66W OF THE 6th P.M.
ARAPAHOE COUNTY, STATE OF COLORADO

f Aurora

f Aurora



POINT OF BEGINNING
North 1/4 Corner
Section 25

2644.06' S 89°24'53"E 2582.92'

Northerly Line

6"W

Southerly Line N1/2 of N1/2 Section 25

5227.49'

LEGAL DESCRIPTION

f of Section 25, Township 4 South, Range 66 West of
Arapahoe County, Colorado, except the easterly 50.00
scribed as follows:

Corner of said Section 25;
Northerly line of said Section 25 a distance of 2582.92
feet to Colorado Highway No.30;
Easterly deed line a distance of 1324.75 feet to the
1/4 of the North Half;
Southerly line a distance of 5227.49 feet to the
N1/2;
Westerly line a distance of 1320.01 feet to the
N1/2;
Northerly line of said Section 25 a distance of 2644.06

or less.

ER 13099.23 feet
RIMETER 3907.67 feet
158.686 acres

ANNEXATION MAP STATEMENT

I, Nelson L. O'Connor, a Registered Professional Land Surveyor
Colorado, do hereby certify that the map hereon is a correct
above described parcel of land and that at least one sixth (1/6)
boundary of said parcel is contiguous to the present boundary of
County of Arapahoe, State of Colorado.

Nelson L. O'Connor
Nelson L. O'Connor
P.L.S. 22100
For and on behalf of
Herrick & Company
Date: 11-14-86

STATE OF LIMITATIONS

NOTICE: According to Colorado Law you must commence any legal
based upon any defect in this survey within six years after you
discover such defect. In no event may any action based upon any
in this survey be commenced more than ten years from the date of
certification shown hereon.

Recorded at 855 o'clock JAN 26 1987
Reception 2785304 MARJORIE PAGE, Recorder
ORDINANCE NO. 85-267

RECEIVED
Dec 1 10 10 AM '86
ARCHIVIST
BOOK 5028 PAGE 584

A BILL

FOR AN ORDINANCE ANNEXING CERTAIN UNINCORPORATED
LANDS SITUATE IN SECTION 25, TOWNSHIP
4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL
MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, TO
THE CITY OF AURORA. 158.686 ACRES
(WAFER/CAVEY #2)

WHEREAS, a petition has been filed with the City Clerk of the City of Aurora, Colorado, requesting that the annexation of the hereinafter described territory be made to the City of Aurora, Colorado; and

WHEREAS, the City Council hereby finds and determines that said Petition was signed by one hundred per cent (100%) of the owners of the property proposed to be annexed, exclusive of streets and alleys, and that by virtue thereof, such territory may be annexed to the City of Aurora without notice or hearing or election; and

WHEREAS, the City Council hereby finds and determines that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Aurora, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City of Aurora, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future, and that the territory proposed to be annexed is integrated or is capable of being integrated with City of Aurora, Colorado; and

WHEREAS, all matters and things required by law to be done prior to the annexation of said property to the City of Aurora have been duly performed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the annexation of the territory situate in the County of Arapahoe, State of Colorado, described in Exhibit "A" attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this Ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January, A.D., 1987.

ARCHIVES COPY
Do Not Remove From Files



BOOK 5028 PAGE 585

Section 3. That the petition for annexation contains a request for zoning and an annexation agreement satisfactory to petitioner(s) and City. This ordinance is subject to the grant of said zoning and execution of said agreement. In the event both conditions do not occur, petitioners(s) may withdraw the annexation petition whereupon this ordinance shall be null and void.

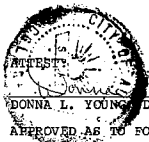
Section 4. That within thirty (30) days after the effective date of this Ordinance, the City Clerk be and she is hereby authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation Ordinance in the office of the City Clerk of the City of Aurora, Colorado.
- B. File two certified copies of the annexation Ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 5. That this ordinance is conditioned upon the approval and effectiveness of Ordinance No. 85-266.

INTRODUCED, READ AND ORDERED PUBLISHED this 23rd day of December, A.D. 1985.

PASSED AND ORDERED PUBLISHED this 17th day of November, A.D. 1986.



Dennis Champin
DENNIS CHAMPIN, Mayor

Donna L. Young
DONNA L. YOUNG, Deputy City Clerk

APPROVED AS TO FORM: *Robert M. Rymer*

First Publication:	1-1-86
Final Publication:	11-19-86
Effective Date:	12-19-86

-2- ARCHIVES COPY
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EXHIBIT A

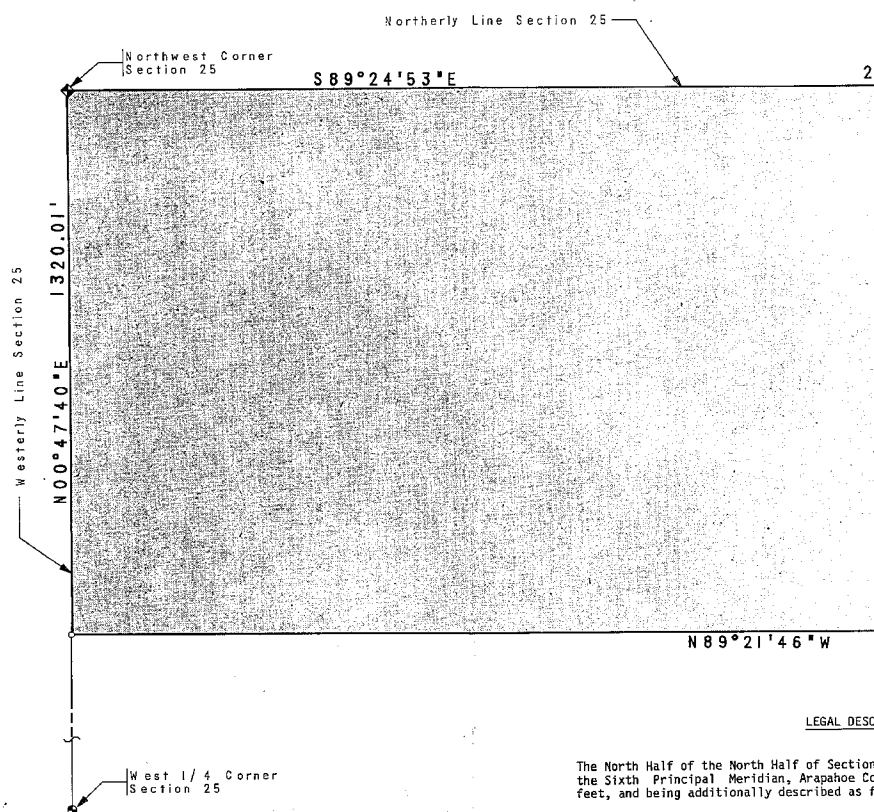
LEGAL DESCRIPTION

The North Half of the North Half of Section 25, Township 4 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado, except the easterly 50.00 feet, and being additionally described as follows:

BEGINNING at the North Quarter Corner of said Section 25;
THENCE S89°24'53"E along the northerly line of said Section 25 a distance of 2582.92 feet to the westerly deed line of Colorado Highway No.30;
THENCE S00°46'18"W along said westerly deed line a distance of 1324.75 feet to the southerly line of said North Half of the North Half;
THENCE N89°21'46"W along said southerly line a distance of 5227.49 feet to the westerly line of said Section 25;
THENCE N00°47'40"E along said westerly line a distance of 1320.01 feet to the Northwest Corner of said Section 25;
THENCE S89°24'53"E along the northerly line of said Section 25 a distance of 2644.06 feet to the POINT OF BEGINNING.

Containing 158.686 acres, more or less.

ARCHIVES COPY
Do Not Remove From Files



The North Half of the North Half of Section
the Sixth Principal Meridian, Arapahoe Co
feet, and being additionally described as f

BEGINNING at the North Quarter Corner of sa
THENCE S89°24'53"E along the northerly line
feet to the westerly deed line of Colorado T
THENCE S00°46'18"W along said westerly deed
southerly line of said North Half of the No
THENCE N89°21'46"W along said southerly lin
westerly line of said Section 25;
THENCE N00°47'40"E along said westerly line
Northwest Corner of said Section 25;
THENCE S89°24'53"E along the northerly line
feet to the POINT OF BEGINNING.

Containing 158.686 acres, more or less.

CITY OF AURORA APPROVALS

CITY ENGINEER A. C. La Bonte DATE 11/19/82

CITY CLERK Diana L. Gentry DATE 12-8-86

CITY ATTORNEY Robert M. Rogers DATE 12-3-86

CITY COUNCIL-ORDINANCE NO. 85-267 EFFECTIVE DATE 12-19-86

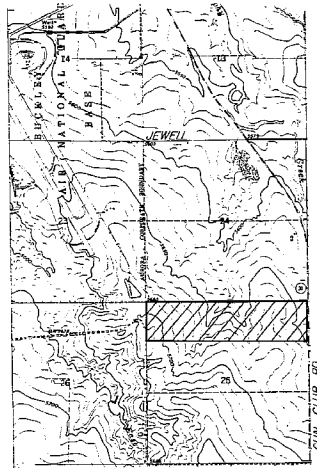
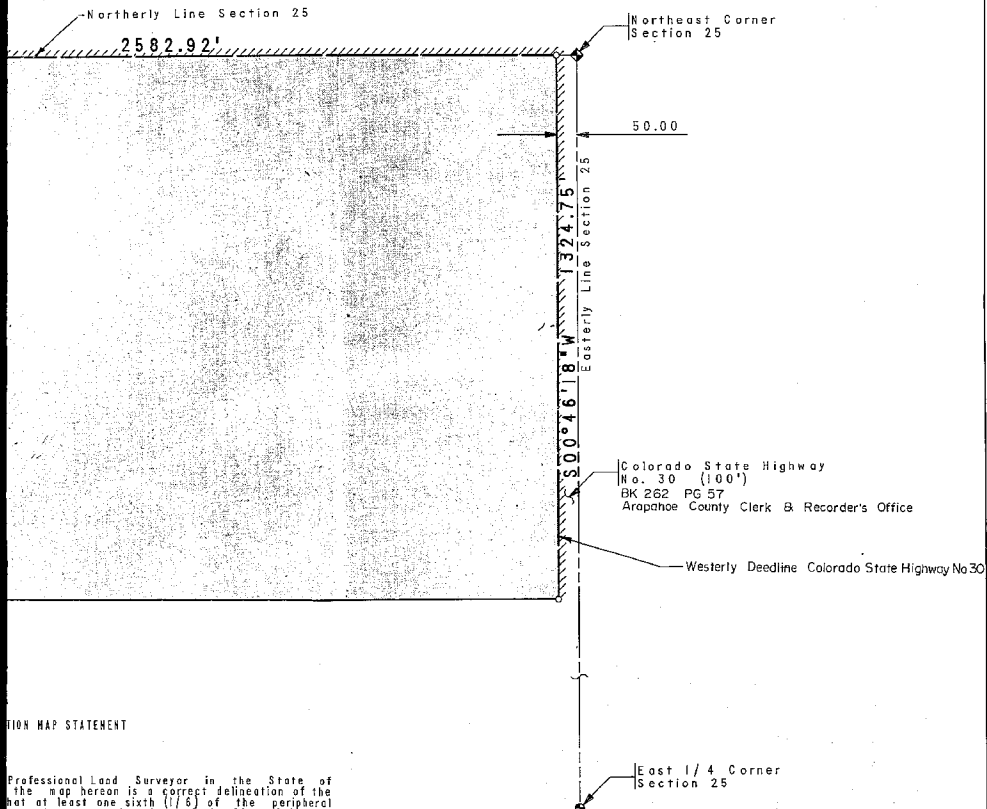
CITY MAYOR Alfred E. Jones DATE 12/8/86

N O T E S

TOTAL PERIMETER

CONTIGUOUS PERIMETER

TOTAL AREA

VICINITY MAP
N.T.S.

SECTION MAP STATEMENT

Professional Land Surveyor in the State of Colorado, hereby certifies that the map hereon is a correct delineation of the metes and bounds of the land described, and that it is at least one sixth (1/6) of the perimeter of the present boundary of the City of Aurora, Colorado.



CITATIONS

Buyer must commence any legal action within six years after you first see any action based upon any defect ten years from the date of the

SCALE 1" = 200'

DRAWN CAD

CHECKED NLO

APPROVED NLO

**MERRICK**

Merrick & Company • Telephone 303/751-0741
10855 E. Bethany Drive • Aurora, Colorado 80014
Post Office Box 22026 • Denver, Colorado 80222

JOB #03-5778 DATE 12-3-85 SH 1 OF 1

AMENDMENT TO CERTIFICATE OF ORGANIZATION

FOR THE

E-470 PUBLIC HIGHWAY AUTHORITY

A5133865
12/19/95 8:30
PG: 0001-015
76.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

WHEREAS, the E-470 Public Highway Authority (the "Authority") was created by an Establishing Contract dated January 13, 1988 (the "Contract"), to finance, construct, operate and maintain the E-470 public highway; and

WHEREAS, the Authority is currently comprised of the Authority's original members: Adams County, Arapahoe County, and Douglas County, and the members added through amendments to the Contract: the City of Aurora, the Town of Parker, the City of Thornton, the City of Brighton and the City of Commerce City; and

WHEREAS, on January 13, 1988, the Director of the Division of Local Government in the Department of Local Affairs issued a Certificate of Organization for the E-470 Public Highway Authority, including a sketch and legal description of the center line of the alignment of the E-470 public highway, which Certificate was recorded in the records of the clerk and recorder of Adams, Arapahoe and Douglas Counties; and

WHEREAS, on June 13, 1995, the Authority approved the Seventh Amendment to the Contract, redesignating the center line of the alignment of the E-470 public highway, a copy of which Amendment was filed with the Director of the Division of Local Government and the Department of Local Affairs; and

WHEREAS, the Authority desires to amend its Certificate of Organization, appropriately reflecting the redesignated center line of the alignment of the E-470 public highway, pursuant to § 43-4-504(1), Colorado Revised Statutes.

NOW, THEREFORE, THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT IN THE DEPARTMENT OF LOCAL AFFAIRS HEREBY CERTIFIES AND STATES AS FOLLOWS:

1. That the Certificate of Organization for the E-470 Public Highway Authority, including the attached legal description, is hereby amended to reflect the redesignated center line of the alignment of the E-470 public highway.

2/15

2. That this Amendment to Certificate of Organization shall be recorded in the real estate records in Adams, Arapahoe and Douglas County.

DONE this 7th day of November, 1995.

DIVISION OF LOCAL GOVERNMENT in the
DEPARTMENT OF LOCAL AFFAIRS

Harold Knott
By: Harold Knott
Its: Director

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 7th day of November, 1995, by Harold Knott, as Director of the Division of Local Government.

Witness my hand and official seal.

My commission expires 12-1-97.

C Diane Olson
Notary Public 7040 W 20th Ave #303
Lakewood, CO 80215

E-470 CORRIDOR
DOUGLAS COUNTY

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 5 and 6, Township 6 South, Range 65 West, Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, and 18, Township 6 South, Range 66 West, Sections 1, 2, 3, 10, 11, 12, 13, 14, and 15 Township 6 South, Range 67 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 bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at Southeast Corner of Section 3, Township 6 South, Range 67 West;

Thence North 28°37'03" West, 1777.38 feet, to a point on the Centerline of Interstate 25, said point also being the TRUE POINT OF BEGINNING on the Centerline of E-470 Public Highway;

Thence South 86°24'52" East, 1045.16 feet;

Thence South 84°09'52" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 05°50'08" West, 3819.72 feet, thru a central angle of 20°01'22", an arc length of 1334.85 feet, whose chord bears South 74°09'11" East, 1328.07 feet, to a point of tangency;

Thence South 64°08'30" East, 100.01 feet;

Thence South 61°53'30" East, 1090.99 feet;

Thence South 63°22'00" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 26°38'00" East, 5826.69 feet, thru a central angle of 45°10'30", an arc length of 4594.06 feet, whose chord bears South 85°57'15" East, 4475.98 feet, to a point of tangency;

Thence North 71°27'30" East, 100.01 feet;

Thence North 69°59'00" East, 4275.06 feet;

Thence North 71°29'00" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 18°31'00" East, 5729.58 feet, thru a central angle of 49°50'08", an arc length of 4983.54 feet, whose chord bears South 83°35'56" East, 4827.93 feet, to a point of tangency;

Thence South 58°40'52" East, 100.01 feet;

Thence South 57°10'52" East, 1834.03 feet;

Thence South 59°25'52" East, 100.01 feet, to a point of curvature;

4/15

Thence along the arc of a curve to the left, whose center bears North $30^{\circ}34'08''$ East, 3819.72 feet, thru a central angle of $21^{\circ}43'55''$, an arc length of 1448.80 feet, whose chord bears South $70^{\circ}17'50''$ East, 1440.13 feet, to a point of tangency;

Thence South $81^{\circ}09'47''$ East, 100.01 feet;

Thence South $83^{\circ}24'47''$ East, 3006.94 feet;

Thence South $85^{\circ}39'47''$ East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North $04^{\circ}20'13''$ East, 3819.72 feet, thru a central angle of $40^{\circ}45'41''$, an arc length of 2717.42 feet, whose chord bears North $73^{\circ}57'22''$ East, 2660.48 feet, to a point of tangency;

Thence North $53^{\circ}34'32''$ East, 100.01 feet;

Thence North $51^{\circ}19'32''$ East, 1655.01 feet;

Thence North $47^{\circ}34'32''$ East, 100.04 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North $42^{\circ}25'28''$ West, 2291.83 feet, thru a central angle of $32^{\circ}41'47''$, an arc length of 1307.85 feet, whose chord bears North $31^{\circ}13'39''$ East, 1290.18 feet, to a point of tangency;


Thence North $14^{\circ}52'45''$ East, 100.04 feet;

Thence North $11^{\circ}07'45''$ East, 1291.75 feet;

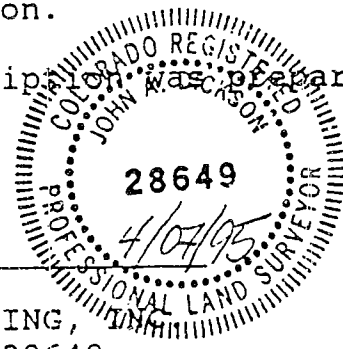
Thence North $13^{\circ}22'45''$ East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South $76^{\circ}37'15''$ East, 3819.72 feet, thru a central angle of $34^{\circ}16'12''$, an arc length of 2284.66 feet, whose chord bears North $30^{\circ}30'51''$ East, 2250.76 feet, to a point of non-tangency, said point being on the Douglas County and Arapahoe County line from which the Southwest Corner of Section 34, Township 5 South, Range 66 West bears South $89^{\circ}38'20''$ West, 2110.59 feet, said point also being the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING,
John A. Dickson, PLS 28649



E-470 CORRIDOR
ARAPAHOE COUNTY

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, Township 4 South, Range 65 West, Sections 1, 2, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 35, and 36, Township 4 South, Range 66 West, Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, Township 5 South, Range 65 West, Sections 1, 2, 11, 12, 13, 14, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, and 36, Township 5 South, Range 66 West, Sections 34, 35, and 36, Township 5 South, Range 67 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Southwest Corner of Section 34, Township 5 South, Range 66 West;

Thence North 89°38'20" East, 2110.59 feet, along the southerly lien of said Section 34 to the TRUE POINT OF BEGINNING, said point being a point of non-tangency on the Centerline of E-470 Public Highway;

Thence along the arc of a curve to the right, whose center bears South 42°21'03" East, 3819.72 feet, thru a central angle of 24°06'04", an arc length of 1606.75 feet, whose chord bears North 59°41'59" East, 1594.93 feet, to a point of tangency;

Thence North 71°45'01" East, 100.01 feet;

Thence North 74°00'01" East, 1354.55 feet;

Thence North 70°15'01" East, 100.04 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 19°44'59" West, 2291.83 feet, thru a central angle of 21°21'08", an arc length of 854.09 feet, whose chord bears North 59°34'27" East, 849.15 feet, to a point of tangency;

Thence North 48°53'54" East, 100.04 feet;

Thence North 45°08'54" East, 2520.85 feet;

Thence North 48°53'53" East, 100.04 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 41°06'06" East, 2291.83 feet, thru a central angle of 38°12'55", an arc length of 1528.61 feet, whose chord bears North 68°00'21" East, 1500.44 feet, to a point of tangency;

Thence North 87°06'49" East, 100.04 feet;

Thence South 89°08'11" East, 3489.72 feet;

Thence North 87°51'49" East, 100.03 feet, to a point of curvature;

671

Thence along the arc of a curve to the left, whose center bears North $02^{\circ}08'11''$ West, 2864.79 feet, thru a central angle of $84^{\circ}51'49''$, an arc length of 4243.18 feet, whose chord bears North $45^{\circ}25'54''$ East, 3865.82 feet, to a point of tangency;

Thence North $03^{\circ}00'00''$ East, 100.03 feet;

Thence North $00^{\circ}00'00''$ East, 2286.66 feet;

Thence North $01^{\circ}30'00''$ East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South $88^{\circ}30'00''$ East, 5729.58 feet, thru a central angle of $21^{\circ}08'57''$, an arc length of 2114.93 feet, whose chord bears North $12^{\circ}04'29''$ East, 2102.94 feet, to a point of tangency;

Thence North $22^{\circ}38'57''$ East, 100.01 feet;

Thence North $24^{\circ}08'57''$ East, 1952.98 feet;

Thence North $21^{\circ}08'57''$ East, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North $68^{\circ}51'03''$ West, 2864.79 feet, thru a central angle of $42^{\circ}13'11''$, an arc length of 2110.98 feet, whose chord bears North $00^{\circ}02'22''$ East, 2063.54 feet, to a point of tangency;

Thence North $21^{\circ}04'13''$ West, 100.03 feet;

Thence North $24^{\circ}04'13''$ West, 3162.35 feet;

Thence North $21^{\circ}49'13''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North $68^{\circ}10'47''$ East, 3819.72 feet, thru a central angle of $20^{\circ}44'03''$, an arc length of 1382.28 feet, whose chord bears North $11^{\circ}27'12''$ West, 1374.75 feet, to a point of tangency;

Thence North $01^{\circ}05'10''$ West, 100.01 feet;

Thence North $01^{\circ}09'50''$ East, 1784.72 feet;

Thence North $01^{\circ}09'50''$ East, 1379.85 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North $88^{\circ}50'10''$ West, 22918.31 feet, thru a central angle of $02^{\circ}42'11''$, an arc length of 1081.24 feet, whose chord bears North $00^{\circ}11'16''$ West, 1081.14 feet, to a point of tangency;

Thence North $01^{\circ}32'21''$ West, 6222.72 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $88^{\circ}27'39''$ West, 11459.16 feet, thru a central angle of $09^{\circ}10'28''$, an arc length of 1834.90 feet, whose chord bears North $06^{\circ}07'35''$ West, 1832.94 feet, to a point of tangency;

Thence North $10^{\circ}42'50''$ West, 9706.88 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North $79^{\circ}17'10''$ East, 7639.44 feet, thru a central angle of $10^{\circ}42'50''$, an arc length of 1428.50 feet, whose chord bears North $05^{\circ}21'25''$ West, 1426.42 feet, to a point of tangency;

Thence North $00^{\circ}00'00''$ East, 3989.07 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North $90^{\circ}00'00''$ East, 22918.31 feet, thru a central angle of $12^{\circ}29'53''$, an arc length of 4999.27 feet, whose chord bears North $06^{\circ}14'57''$ East, 4989.36 feet, to a point of tangency;

Thence North $12^{\circ}29'53''$ East, 9957.58 feet;

Thence North $10^{\circ}14'53''$ East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North $79^{\circ}45'07''$ West, 3819.72 feet, thru a central angle of $08^{\circ}15'38''$, an arc length of 550.70 feet, whose chord bears North $06^{\circ}07'04''$ East, 550.23 feet, to a point of tangency;

Thence North $01^{\circ}59'15''$ East, 100.01 feet;

Thence North $00^{\circ}15'45''$ West, 1020.55 feet, to a point on the Arapahoe County and Adams County line from which the Northwest Corner of Section 6, Township 4 South, Range 65 West bears South $89^{\circ}43'23''$ West, 4.74 feet, said point also being the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING,
John A. Dickson, PLS 28649



8/15

E-470 CORRIDOR
ADAMS COUNTY NO. 1

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, Township 3 South, Range 65 West, Sections 1, 2, 3, 10, 11, 12, 13, 14, 23, 24, 25, 26, 35 and 36, Township 3 South, Range 66 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Northwest Corner of Section 6, Township 4 South, Range 65 West;

Thence North 89°43'23" East, 4.74 feet, along the northerly line of said Section 6, to the TRUE POINT OF BEGINNING, said point being on the Centerline of E-470 Public Highway;

Thence North 00°15'45" West, 1250.47 feet;

Thence North 04°18'45" West, 90.04 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 85°41'15" West, 1909.86 feet, thru a central angle of 04°57'51", an arc length of 165.47 feet, whose chord bears North 06°47'40" West, 165.42 feet, to a point of tangency;

Thence North 09°16'35" West, 90.04 feet;

Thence North 13°19'35" West, 718.30 feet;

Thence North 09°16'35" West, 90.04 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 80°43'25" East, 1909.86 feet, thru a central angle of 05°13'35", an arc length of 174.22 feet, whose chord bears North 06°39'48" West, 174.16 feet, to a point of tangency;

Thence North 04°03'00" West, 90.04 feet;

Thence North 00°00'00" East, 19985.54 feet;

Thence North 01°52'30" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 88°07'30" West, 4583.66 feet, thru a central angle of 21°15'00", an arc length of 1700.00 feet, whose chord bears North 12°30'00" West, 1690.28 feet, to a point of tangency;

Thence North 23°07'30" West, 100.01 feet;

Thence North 25°00'00" West, 2530.15 feet;

Thence North 29°07'30" West, 100.05 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 60°52'30" West, 2083.48 feet, thru a central angle of 50°44'45", an arc length of 1845.30 feet, whose chord bears North 54°29'52" West, 1785.58 feet, to a point of tangency;

10/1

E-470 CORRIDOR
ADAMS COUNTY NO. 2

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 19, 20, 28, 29, 30, 31, 32, 33, 34, and 35, Township 1 South, Range 66 West, Sections 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 34, 35, and 36, Township 1 South, Range 67 West, Sections 1, 2, 10, 11, 12, 13, 14, 15, 23, and 24, Township 1 South, Range 68 West, Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, and 28, Township 2 South Range 66 West, Sections 1 and 2, Township 2 South, Range 67 West, of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the South Quarter Corner of Section 26, Township 2 South, Range 66 West;
Thence North 36°00'37" West, 1549.53 feet, to the TRUE POINT OF BEGINNING, said point being on the Centerline of E-470 Public Highway;
Thence North 00°00'00" East, 2801.96 feet;
Thence North 02°15'00" West, 100.01 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 87°45'00" West, 3819.72 feet, thru a central angle of 17°38'36", an arc length of 1176.21 feet, whose chord bears North 11°04'18" West, 1171.57 feet, to a point of tangency;
Thence North 19°53'36" West, 100.01 feet;
Thence North 22°08'36" West, 3668.23 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 67°51'24" West, 7639.44 feet, thru a central angle of 08°21'24", an arc length of 1114.24 feet, whose chord bears North 26°19'18" West, 1113.25 feet, to a point of tangency;
Thence North 30°30'00" West, 2839.66 feet;
Thence North 29°00'00" West, 100.01 feet, to a point of curvature;
Thence along the arc of a curve to the right, whose center bears North 61°00'00" East, 5729.58 feet, thru a central angle of 27°30'00", an arc length of 2750.00 feet, whose chord bears North 15°15'00" West, 2723.68 feet, to a point of tangency;
Thence North 01°30'00" West, 100.01 feet;
Thence North 00°00'00" West, 5019.62 feet;
Thence North 02°37'30" West, 100.02 feet, to a point of curvature;

911

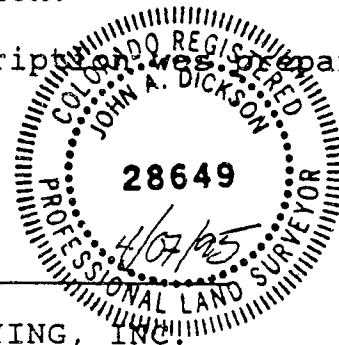
Thence North 79°52'15" West, 100.05 feet;
Thence North 83°59'45" West, 2322.72 feet;
Thence North 81°44'45" West, 100.01 feet, to a point of
curvature;

Thence along the arc of a curve to the right, whose center bears
North 08°15'15" East, 3819.72 feet, thru a central angle
of 55°17'38", an arc length of 3686.25 feet, whose chord
bears North 54°05'56" West, 3544.86 feet, to a point of
non-tangency, on the Adams County and City and County of
Denver line from which the Center Quarter Corner of
Section 2, Township 3 South, Range 66 West, bears
South 25°57'05" East, 1297.32 feet, said point also being
the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared
under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING, INC.
John A. Dickson, PLS 28649



ADAMS-1.LEG

Thence along the arc of a curve to the left, whose center bears South $87^{\circ}22'30''$ West, 3274.04 feet, thru a central angle of $63^{\circ}24'05''$, an arc length of 3622.93 feet, whose chord bears North $34^{\circ}19'32''$ West, 3440.90 feet, to a point of tangency;

Thence North $66^{\circ}01'35''$ West, 100.02 feet;

Thence North $68^{\circ}39'05''$ West, 1473.02 feet;

Thence North $65^{\circ}39'05''$ West, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North $24^{\circ}20'55''$ East, 2864.79 feet, thru a central angle of $30^{\circ}54'05''$, an arc length of 1545.07 feet, whose chord bears North $50^{\circ}12'02''$ West, 1526.41 feet, to a point of tangency;

Thence North $34^{\circ}45'00''$ West, 100.03 feet;

Thence North $31^{\circ}45'00''$ West, 2242.08 feet;

Thence North $34^{\circ}45'00''$ West, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $55^{\circ}15'00''$ West, 2864.79 feet, thru a central angle of $26^{\circ}30'00''$, an arc length of 1325.00 feet, whose chord bears North $48^{\circ}00'00''$ West, 1313.22 feet, to a point of tangency;

Thence North $61^{\circ}15'00''$ West, 100.03 feet;

Thence North $64^{\circ}15'00''$ West, 7336.61 feet;

Thence North $65^{\circ}45'00''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $24^{\circ}15'00''$ West, 5729.58 feet, thru a central angle of $22^{\circ}45'00''$, an arc length of 2275.00 feet, whose chord bears North $77^{\circ}07'30''$ West, 2260.08 feet, to a point of tangency;

Thence North $88^{\circ}30'00''$ West, 100.01 feet;

Thence South $90^{\circ}00'00''$ West, 3309.29 feet;

Thence North $88^{\circ}30'00''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North $01^{\circ}30'00''$ East, 5729.58 feet, thru a central angle of $54^{\circ}00'00''$, an arc length of 5400.00 feet, whose chord bears North $61^{\circ}30'00''$ West, 5202.35 feet, to a point of tangency;

Thence North $34^{\circ}30'00''$ West, 100.01 feet;

Thence North $33^{\circ}00'00''$ West, 3079.85 feet;

Thence North $34^{\circ}30'00''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $55^{\circ}30'00''$ West, 5729.58 feet, thru a central angle of $16^{\circ}00'00''$, an arc length of 1600.00 feet, whose chord bears North $42^{\circ}30'00''$ West, 1594.81 feet, to a point of tangency;

Thence North $50^{\circ}30'00''$ West, 100.01 feet;

Thence North $52^{\circ}00'00''$ West, 2736.81 feet;

Thence North $54^{\circ}37'30''$ West, 100.02 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $35^{\circ}22'30''$ West, 3274.04 feet, thru a central angle of $18^{\circ}14'19''$, an arc length of 1042.20 feet, whose chord bears North $63^{\circ}44'39''$ West, 1037.81 feet, to a point of tangency;

Thence North $72^{\circ}51'49''$ West, 100.02 feet;

Thence North $75^{\circ}29'19''$ West, 3120.61 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North $14^{\circ}30'41''$ East, 7639.44 feet, thru a central angle of $10^{\circ}29'19''$, an arc length of 1398.48 feet, whose chord bears North $70^{\circ}14'39''$ West, 1396.52 feet, to a point of tangency;

Thence North $65^{\circ}00'00''$ West, 2287.93 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $25^{\circ}00'00''$ West, 7639.44 feet, thru a central angle of $13^{\circ}02'34''$, an arc length of 1739.03 feet, whose chord bears North $71^{\circ}31'17''$ West, 1735.28 feet, to a point of tangency;

Thence North $78^{\circ}02'34''$ West, 3140.43 feet;

Thence North $76^{\circ}32'34''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North $13^{\circ}27'26''$ East, 5729.58 feet, thru a central angle of $16^{\circ}02'34''$, an arc length of 1604.28 feet, whose chord bears North $68^{\circ}31'17''$ West, 1599.04 feet, to a point of tangency;

Thence North $60^{\circ}30'00''$ West, 100.01 feet;

Thence North $59^{\circ}00'00''$ West, 7726.48 feet;

Thence North $60^{\circ}52'30''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $29^{\circ}07'30''$ West, 4583.66 feet, thru a central angle of $36^{\circ}08'46''$, an arc length of 2891.68 feet, whose chord bears North $78^{\circ}56'53''$ West, 2843.97 feet, to a point of tangency;

Thence South $82^{\circ}58'44''$ West, 100.01 feet;

Thence South $81^{\circ}06'14''$ West, 1361.67 feet;

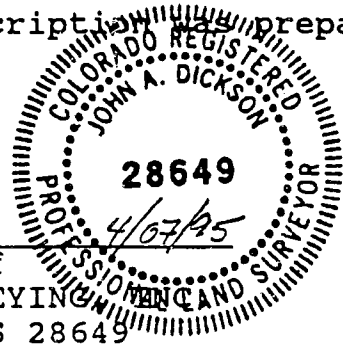
Thence South $82^{\circ}36'14''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right whose center bears North $07^{\circ}23'46''$ West, 5729.58 feet, thru a central angle of $19^{\circ}53'46''$, an arc length of 1989.60 feet, whose chord bears North $87^{\circ}26'53''$ West, 1979.62 feet, to a point of tangency;

Thence North $77^{\circ}30'00''$ West, 100.01 feet;

Thence North $76^{\circ}00'00''$ West, 7779.45 feet, to a point on the Centerline of Interstate 25 from which the Northeast Corner of Section 10, Township 1 South, Range 68 West bears North $56^{\circ}29'14''$ East, 3273.43 feet, said point also being the POINT OF TERMINUS, of this description.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING
John A. Dickson, PLS 28649

E-470 CORRIDOR
DENVER COUNTY

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Section 31, Township 2 South, Range 65 West, Sections 13, 24, 25, 26, 27, 33, 34, 35, and 36, Township 2 South, Range 66 West, Section 5 and 6, Township 3 South, Range 65 West, Sections 1, 2, 3, 4, and 10, Township 3 South, Range 66 West, of the Sixth Principal Meridian, City & County of Denver, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Center Quarter Corner of Section 2, Township 3 South Range 66 West;

Thence North 25°57'05" West, 1297.32 feet, to the TRUE POINT OF BEGINNING, said point being a point of non-tangency on the Centerline of E-470 Public Highway;

Thence along the arc of a curve to the right, whose center bears North 63°32'53" East, 3819.72 feet, thru a central angle of 24°12'07", an arc length of 1613.47 feet, whose chord bears North 14°21'04" West, 1601.50 feet, to a point of tangency;

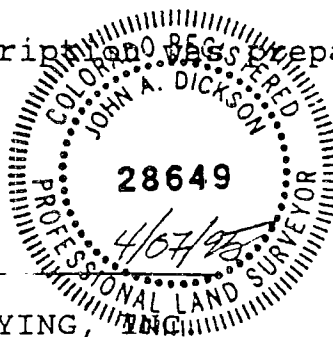
Thence North 02°15'00" West, 100.01 feet;

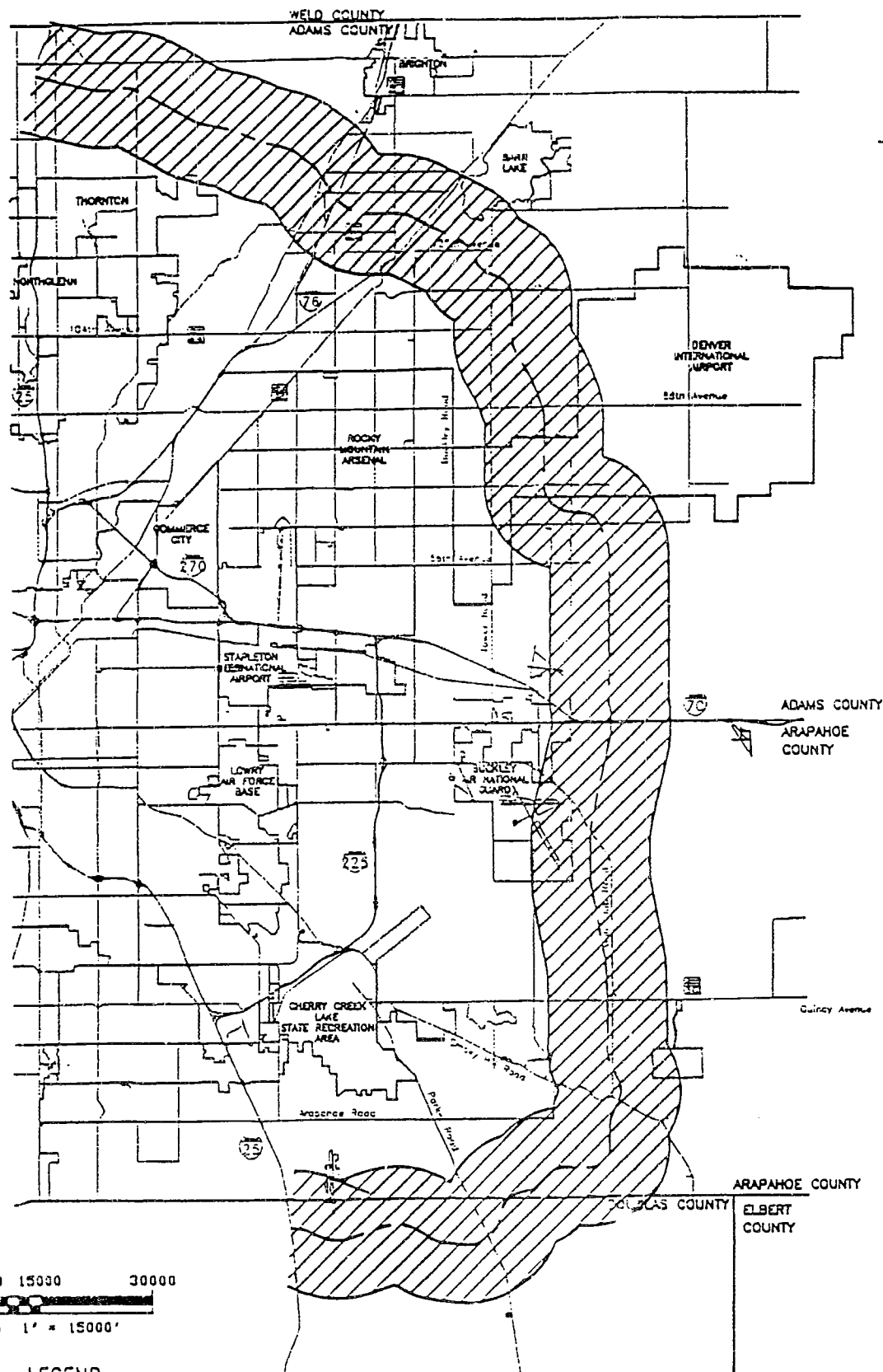
Thence North 00°00'00" East, 6348.54 feet, to a point on the City and County of Denver and the Adams County line from which the South Quarter Corner of Section 26, Township 2 South, Range 66 West bears South 36°00'37" East, 1549.53 feet, said point also being the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING, INC.
John A. Dickson, PLS 28649





0 7500 15000 30000
SCALE: 1" = 15000'

LEGEND

 3 MILE CORRIDOR CURRENT ALIGNMENT

CALC: LEL 4-6-95
DRWN: LEL 4-6-95

E-470

**WESTERN STATES
SURVEYING, Inc.**

1900 EAST PLAZA DRIVE
SUITE 200
DENVER, COLORADO 80134
(303) 641-7454

DATE: 6 APR 1995
JOB NO.: 9003011

SCALE:
1"=15000'

JOB ID. EXH
PLOT: CORRIDOR

SURVEYOR:
COMPUTER: LEL

EXHIBIT
E470 HIGHWAY CORRIDOR
E470 PUBLIC HIGHWAY
AUTHORITY

DISTRICT COURT, COUNTY OF ARAPAHOE, COLORADO

Case No. 96-CV-972, Division 3

106-
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106.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

RULE AND ORDER

E-470 PUBLIC HIGHWAY AUTHORITY,

Petitioner,

vs.

GUN CLUB PARK, Ltd., a Limited Partnership;
JEWELL THIRTY, a Colorado Limited Partnership;
UNION PACIFIC LAND RESOURCES CORPORATION, as successor of Union Pacific Railway
Company;
PUBLIC SERVICE COMPANY OF COLORADO;
SUNRISE EAST PARTNERSHIP, a Colorado General Partnership;
ADRIAN B. "BERNIE" CIAZZA, as County Treasurer of Arapahoe County; and
ROBERTA GILLIS, as Public Trustee of Arapahoe County,

Respondents.

DISTRICT COURT
STATE OF COLORADO } ss.
Arapahoe County.
CERTIFIED to be a full, true and cor-
rect copy of the original in my custody.
DATED April 23 A.D. 19 97
LESLIE ANN SHUMATE
Clerk of the District Court
By A. Thomas Deputy
106 21 pages

THIS MATTER comes before the Court upon a Joint Motion for Entry of Rule and Order. submitted to the Court by the Petitioner E-470 Public Highway Authority ("Authority") and the Respondent Gun Club Park, Ltd. ("Gun Club Park"). The Court being fully advised in the premises, does hereby:

FINDS, that it has full and complete jurisdiction of the subject matter of this action and the parties, and that service has been made upon all interested parties as required by law;

FURTHER FINDS, that the Petitioner is acquiring the Property to construct a highway known as E-470. That an accurate description of the Property Interests ("Property Interests") being acquired by the Petitioner is attached as Exhibits A, B, C and D;

FURTHER FINDS, that the Arapahoe County Treasurer filed an Answer and Disclaimer of Interest on or about August 19, 1996.

FURTHER FINDS, that the Arapahoe County Public Trustee filed an Answer and Disclaimer of Interest on or about August 19, 1996.

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FURTHER FINDS that Respondent Jewel Thirty filed a Disclaimer of Interest and Motion to Dismiss on or about September 3, 1996.

FURTHER FINDS that the Petitioner filed a Notice of Dismissal of Respondent Sunrise East Partnership on or about May 28, 1996.

FURTHER FINDS that Respondent, Union Pacific Land Resources Corporation ("UPLRC") has entered into a separate agreement with the Petitioner with respect to the mineral interests that it owns in the Property Interests. As a result, it is the understanding of the Petitioner and Respondent Gun Club Park that Respondent UPLRC does not allege that it is entitled to any portion of the money to be disbursed to Respondent Gun Club Park pursuant to this Rule and Order.

FURTHER FINDS, that no objection has been made by any Respondent to the Joint Motion for Entry of Rule and Order submitted to the Court by the Petitioner and Respondent Gun Club Park.

FURTHER FINDS, that through this action the Petitioner does not seek to obtain any right, title or interest to any water rights or rights to use water, either decreed or undeclared, permitted or unpermitted, tributary, non-tributary or not non tributary, designated or undesignated that is owned or claimed by Respondents or in any way associated with the Property that is the subject of this action. The Petitioner disclaims any interest in any water rights or rights to use water owned by the Respondents or in any uses of water associated with the Property. Nonetheless, Petitioner's disclaimer of water rights and rights to use water shall not be construed as permission by the Respondents or any others to locate or perpetuate surface facilities including but not limited to any facility incident to water rights or the rights to use water that would interfere in any way with the Petitioner's use of the Property for use as a Public Highway.

FURTHER FINDS, that through this action and pursuant to the requirements of C.R.S. 38-1-105(4) the Petitioner does not seek to obtain any right, title or interest to minerals owned by Respondent UPLRC, as successor in interest to Union Pacific Railway Company (UPRC), or its affiliates and successors in interest, including but not limited to, oil, gas, coal bed methane gas and associated liquid hydrocarbons, and any and all coal and hard rock minerals, vein, ledge, lode or deposit or other associated mineral deposits or hydrocarbons ("mineral estate") except as necessary for subsurface support. Petitioner's disclaimer of rights to the mineral estate shall not be construed as permission to Respondent UPLRC or its successors in interest or subsequent assigns, to locate or perpetuate surface facilities incident to the extraction of any mineral deposits or hydrocarbons on the property that would interfere with Petitioner's use of the property for use as a Public Highway. Respondent UPLRC for itself, its successors in interest and subsequent assigns, has or will relinquish and quitclaim its right to enter upon the surface of the property described in Exhibit A of this Rule and Order to explore for and remove the oil, gas and associated liquid hydrocarbons and coal bed methane gas in accordance with the settlement agreement between UPLRC and the Petitioner and subject to the terms and conditions of such agreement.

FURTHER FINDS, that Respondent Gun Club Park, Ltd., Respondent Public Service Company of Colorado and Respondent Union Pacific Land Resources Corporation (UPLRC), as

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successor in interest to Union Pacific Land Company (UPRC), are the remaining parties with an interest in this litigation, the Property Interests sought by Petitioner or a claim to any just compensation.

FURTHER FINDS that pursuant to an Annexation Agreement ("Annexation Agreement") dated January 9, 1987, between Gun Club Park, Ltd., George E. Wafer ("Annexor") and the City of Aurora recorded in the records of the Clerk and Recorder of Arapahoe County in Book 5668 at page 540 pursuant to ¶ II.A.:

. . . Annexor also agrees to dedicate principal arterials and highways within the Property to CITY earlier than platting, if such dedications are reasonably required by CITY for commencement of construction of such roadways. . . .

FURTHER FINDS that Respondent Gun Club Park presently holds title to the property subject to the Annexation Agreement.

FURTHER FINDS that pursuant to the Annexation Agreement, the portion of the Property Interests necessary for the E-470 mainline, the multi-use easements as described in and the Jewell Avenue mainline as described in Exhibits A, B, C and D was dedicated to the City of Aurora upon execution of the Annexation Agreement.

FURTHER FINDS that pursuant to the dedication requirements contained in the Annexation Agreement, the Petitioner is not required to pay any just compensation to Respondent Gun Club Park to acquire the portion of the Property Interests necessary for the E-470 mainline, the multi-use easements, and the Jewell Avenue mainline as described in Exhibits A, B, C and D.

FURTHER FINDS that to resolve this litigation, the Petitioner will purchase the Property Interests necessary for construction of an access road and an interchange for the sum of five hundred fifteen thousand four hundred twenty-seven (\$515,427) dollars.

FURTHER FINDS that Respondent Gun Club Park has agreed with the Petitioner that the parties engaged in good faith negotiations and the total settlement amount to be paid in this case is five hundred fifteen thousand four hundred twenty-seven (\$515,427) dollars. This amount represents full settlement of all claims against the Petitioner for the condemnation of the Property Interests including interest, court costs, expert witness fees, attorney fees, and any litigation expenses, if any, to which the Respondents may be entitled. This amount does not represent payment of compensation by Petitioner for the acquisition of the portion of the Property dedicated for the purposes of the E-470 Public Highway pursuant to the Annexation Agreement with the City of Aurora.

THEREFORE, it is hereby ORDERED that:

1. The portions of the Property Interests described in the attached Exhibits A, B, C and D for the E-470 mainline, the multi-use easements, and the Jewell Avenue mainline have been duly

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dedicated and the portions of the Property Interests needed for an access road and the interchange have been duly and lawfully taken and condemned by Petitioner pursuant to the statutes and the Constitution of the State of Colorado;

2. That the interests of Respondents Gun Club Park, Jewell Thirty, UPLRC, PSCo, and the Arapahoe County Treasurer and Public Trustee in the Property Interests have been acquired by the Petitioner, as more fully described herein, and that the Property Interests as set forth in Exhibits A, B, C and D are hereby vested in Petitioner free and clear of any and all claims of any of the Respondents.

3. That the parties have settled the acquisition of the interests of Respondents Gun Club Park, Ltd. for the Property Interests necessary to build an access road and interchange for the total sum of five hundred fifteen thousand four hundred twenty-seven (\$515,427) dollars. Respondent Jewell Thirty filed a Disclaimer of Interest and Motion to Dismiss on or about September 3, 1996. Respondent Public Service Company of Colorado filed an Entry of Appearance. Respondent Union Pacific Land Resources Corporation (UPLRC), as successor in interest to Union Pacific Railway Company (UPRC) has entered into a separate agreement with the Petitioner with respect to UPLRC's mineral interests. The Petitioner filed a Notice of Partial Dismissal dismissing Respondent Sunrise East Partnership on May 28, 1996. Respondents Adrian B. "Bernie" Ciazza, as County Treasurer of Arapahoe County; and Roberta F. Gillis, as Public Trustee of Arapahoe County, filed Answers and Disclaimers of Interest on or about August 19, 1996. This amount and the separate agreement between the Petitioner and UPLRC represent a full settlement of all claims against the Petitioner for any interest, court costs, expert witness fees, attorney fees, and any litigation expenses, if any, to which the Respondents may be entitled. As a result of the separate agreement with UPLRC, it is the understanding of the Petitioner and Respondent Gun Club Park that Respondent UPLRC does not allege that it is entitled to any portion of the five hundred fifteen thousand four hundred twenty-seven (\$515,427) dollars. This amount does not represent payment of compensation by Petitioner for the acquisition of the portions of the Property Interests necessary for the E-470 Public Highway mainline, the multi-use easements and the Jewell Avenue mainline described in Exhibits A, B, C and D since Respondent Gun Club Park has conveyed that portion of the Property Interests to the Petitioner E-470 Public Highway Authority at no cost pursuant to the dedication requirements contained in the Annexation Agreement.

4. On July 11, 1996, Petitioner paid the sum of \$222,000.00 into the Registry of the Arapahoe County District Court. By Orders of this Court dated July 25 and August 27, 1996, Gun Club Park withdrew the two hundred twenty-two thousand (\$222,000) dollars from the Registry of the Arapahoe County District Court. On April 14, 1997, Petitioner filed the appropriate documents with this Court which permitted it to deposit the additional sum of two hundred ninety-three thousand four hundred twenty-seven (\$293,427) dollars into the Registry. After the Court has signed this Rule and Order, Respondent Gun Club Park may file a Motion to Withdraw the two hundred ninety-three thousand four hundred twenty-seven (\$293,427) dollars so long as Respondent Gun Club provides each of the other parties with proper notice. The two deposits of two hundred twenty-two thousand dollars and two hundred ninety-three thousand four hundred twenty-seven dollars equal the amount of five hundred fifteen thousand four hundred twenty-seven dollars which is the total amount of money which the Petitioner has agreed to pay for the Property Interests for the access road and interchange.

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5. Respondent Gun Club Park and any holder of water rights, or their successors and assigns, shall not have the right to locate or perpetuate surface or subsurface facilities including, but not limited to, facilities incident to water rights or the rights to use water that would interfere in any way with the Petitioner's use of the Property Interests for use as a Public Highway.

6. Respondents UPLRC, for itself and its successors in interest and subsequent assigns, shall not have the right to locate or perpetuate surface facilities incident to the extraction of any mineral deposits or hydrocarbons on the Property Interests described in Exhibit A to this Rule and Order that would interfere with Petitioner's use of such Property Interests for use as a Public Highway.

7. Respondents UPLRC, on behalf of itself and its successors in interest, has or will relinquish and quitclaim their right to enter upon the surface of the Property Interests described in Exhibit A of this Rule and Order, to explore for and remove the oil, gas and associated liquid hydrocarbons and coal bed methane gas in accordance with the settlement agreement between the Petitioner and UPLRC and subject to the terms and conditions of such agreement.

8. After the Court has signed this Rule and Order, if all Respondents consent and agree, and upon proper application, the Respondent Gun Club Park, Ltd. may have a forthwith Order permitting a one hundred (100%) percent withdrawal of the two hundred ninety-three thousand four hundred twenty-seven (\$293,427) dollars deposited by the Petitioner pursuant to the Order of Immediate Possession Pursuant to Amended Stipulation for Possession and this Order.

9. That a certified copy of this Rule and Order be recorded and indexed in the Office of the Clerk and Recorder of Arapahoe County, Colorado, in like manner and in like effect as if it were a deed of conveyance from the Respondents to the Petitioner of the Property Interests set forth in Exhibits A, B, C and D, and as defined in the First Amended Petition in Condemnation filed by the Petitioner in this litigation, free and clear of any and all claims of any of the Respondents.

DATED this 14 day of April, 1997.

BY THE COURT

John P. Leopold

DISTRICT JUDGE
DISTRICT COURT JUDGE

Petitioner's Counsel

**THE MOVING PARTY IS HEREBY ORDERED TO PROVIDE
A COPY OF THIS ORDER TO ALL PARTIES OF RECORD
WITHIN FIVE (5) DAYS FROM RECORD OF THIS ORDER.**

JOHN P. LEOPOLD
DISTRICT JUDGE

6/2
OWNER: GUN CLUB PARK, LTD.

TK-76
STA 954+ STA 967+

REVISED: March 5, 1997

DESCRIPTION

A parcel of land No. TK-76 of the E-470 Public Highway Authority, being a part of Section 28, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Northeast Corner of said Section 25;

Thence South 89°25'17" West, 50.00 feet, along the northerly line of said Section 25, to a point on the westerly right-of-way line of Gun Club Road and the TRUE POINT OF BEGINNING;

Thence South 00°27'08" East, 100.00 feet, along said westerly right-of-way line;

Thence South 89°25'17" West, 1993.34 feet;

Thence South 82°15'35" West, 374.17 feet;

Thence South 46°58'53" West, 81.20 feet, to a point of non-tangent curvature;

Thence along the arc of a curve to the right, whose center bears South 89°56'10" West, 11288.80 feet, thru a central angle of 01°01'12", an arc length of 200.95 feet, whose chord bears South 00°26'46" West, 200.95 feet, to a point of tangency;

Thence South 00°57'22" West, 322.14 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 89°02'38" East, 2273.90 feet, thru a central angle of 07°33'06", an arc length of 299.70 feet, whose chord bears South 02°49'11" East, 299.49 feet, to a point of tangency;

Thence South 06°35'44" East, 300.23 feet, to a point on the southerly line of the North Half of the Northeast Quarter of said Section 25;

Thence South 89°25'54" West, 193.46 feet, along said southerly line to a point on the North-South Centerline;

Thence South 89°23'45" West, 221.84 feet, along the southerly line of the North Half of the Northwest Quarter to a point of non-tangent curvature;

Thence along the arc of a curve to the left, whose center bears South 69°49'59" West, 1196.87 feet, thru a central angle of 02°59'55", an arc length of 62.64 feet, whose chord bears North 21°39'59" West, 62.63 feet, to a point of tangency;

Thence North 23°09'56" West, 702.32 feet, to a point of curvature;

7/21
OWNER: GUN CLUB PARK, LTD

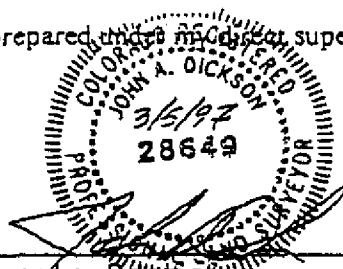
TK-76
STA 954± STA 967±

REVISED: March 9, 1997

Thence along the arc of a curve to the right, whose center bears North $66^{\circ}50'04''$ East, 1341.87 feet, thru a central angle of $17^{\circ}25'23''$, an arc length of 408.05 feet, whose chord bears North $14^{\circ}27'15''$ West, 406.48 feet, to a point of non-tangency;
Thence North $46^{\circ}53'14''$ West, 173.49 feet;
Thence South $89^{\circ}20'58''$ West, 391.01 feet;
Thence South $00^{\circ}00'00''$ West, 1221.33 feet, to a point on the southerly line of the North Half of the Northwest Quarter of said Section 25;
Thence South $89^{\circ}23'45''$ West, 60.00 feet, along said southerly line;
Thence North $00^{\circ}00'00''$ East, 1221.28 feet;
Thence South $89^{\circ}20'58''$ West, 538.87 feet;
Thence North $00^{\circ}39'02''$ West, 100.00 feet, to a point on the northerly line of said Section 25;
Thence North $89^{\circ}20'58''$ East, 1731.35 feet, along said northerly line to the North-South Centerline of said Section 25;
Thence North $89^{\circ}25'17''$ East, 2582.94 feet, continuing along said northerly line to the Point of Beginning.

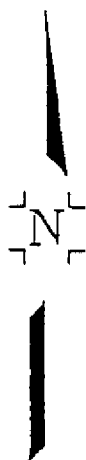
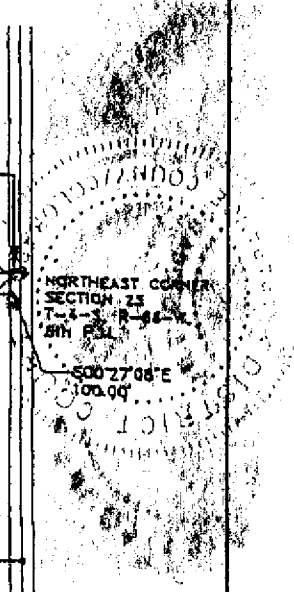
Containing 29.4349 acres, or 1282183 square feet, more or less.

I hereby certify that the attached legal description was prepared under my direct supervision.


For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

900341 LEGAL SWA 1517K-16 LEG

8/21



NOTE:

THIS DOES NOT REPRESENT A MONUMENTED
SURVEY. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.

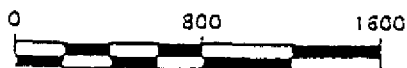
PARCEL CONTAINS: 29.4349 AC

WESTERN STATES
SURVEYING, Inc.

TK-76
OWNER: GUN CLUB PARK, LTD
STA 954+/- STA 967+/-

CALC:JAD 11/17/95	REV: 4/11/96 WSSI
DRWN:JAD 11/30/95	REV: 2/27/97 E470

E-470



SCALE: 1" = 200'

9/21
OWNER: GUN CLUB PARK, LTD

MU-76 LT (1)

STA 954+ STA 967+

REVISED: March 5, 1997

DESCRIPTION

A parcel of land No. MU-76 LT (1) of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

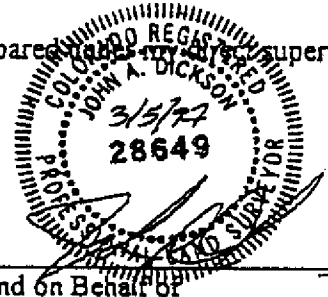
Commencing at the North Quarter Corner of said Section 25;
Thence South 89°20'58" West, 1731.35 feet, along the northerly line of said Section 25;
Thence South 00°39'02" East, 100.00 feet;
Thence North 89°20'58" East, 598.87 feet, to the TRUE POINT OF BEGINNING;
Thence North 89°20'58" East, 391.01 feet;
Thence South 46°53'14" East, 173.49 feet, to a point of non-tangent curvature;
Thence along the arc of a curve to the left, whose center bears North 84°15'27" East, 1341.87 feet, thru a central angle of 17°25'23", an arc length of 408.05 feet, whose chord bears South 14°27'15" East, 406.48 feet, to a point of tangency;
Thence South 23°09'56" East, 702.32 feet, to a point of curvature;
Thence along the arc of a curve to the right, whose center bears South 66°50'04" West, 1196.87 feet, thru a central angle of 02°59'55", an arc length of 62.64 feet, whose chord bears South 21°39'59" East, 62.63 feet, to a point on the southerly line of the North Half of the Northwest Quarter of said Section 25 and a point of non-tangency;
Thence South 89°23'45" West, 79.93 feet, along said southerly line to a point of non-tangent curvature;
Thence along the arc of a curve to the left, whose center bears South 68°27'57" West, 1121.87 feet, thru a central angle of 01°37'54", an arc length of 31.95 feet, whose chord bears North 22°21'00" West, 31.95 feet, to a point of tangency;
Thence North 23°09'56" West, 702.32 feet, to a point of curvature;
Thence along the arc of a curve to the right, whose center bears North 66°50'04" East, 1416.87 feet, thru a central angle of 16°16'17", an arc length of 402.38 feet, whose chord bears North 15°01'48" West, 401.03 feet, to a point of non-tangency;
Thence North 46°53'14" West, 122.88 feet;
Thence South 89°20'58" West, 356.46 feet;
Thence North 00°00'00" East, 70.00 feet, to the Point of Beginning.

10/21

OWNER: GUN CLUB PARK, LTD
MU-76 LT (1)
STA 954± STA 967±
REVISED: March 5, 1997

Containing 2.8441 acres, or 123888 square feet, more or less.

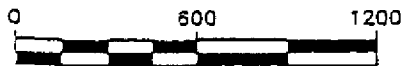
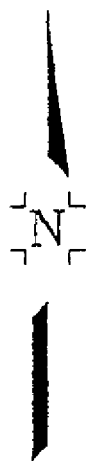
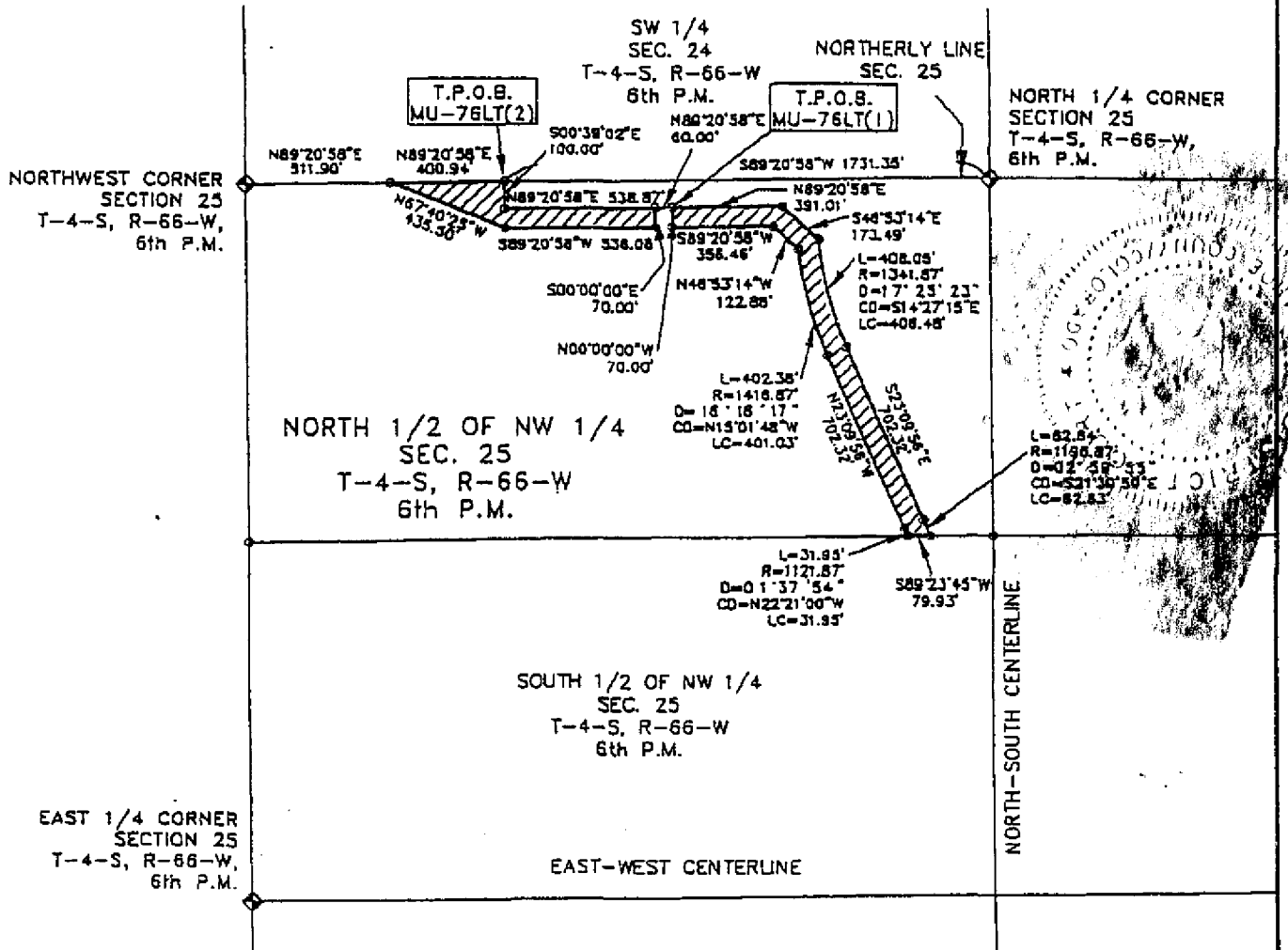
I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

900001 \LEGAL\SAZS\MU-76.LT.LEG

ACQUISITION EXHIBIT



SCALE: 1" = 600'

Page 3 of 3

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

MU-76LT(1) = 2.8441 AC
PARCEL CONTAINS: MU-76LT(2) = 1.6477 AC

WESTERN STATES
SURVEYING, Inc.

MU-76 LT(1) & (2)
OWNER: GUN CLUB PARK, LTD
STA 954+/- STA 967+/-

CALC: JAD 11/17/95
ORWN: JAD 11/30/95

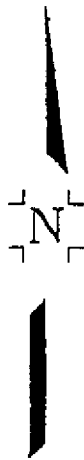
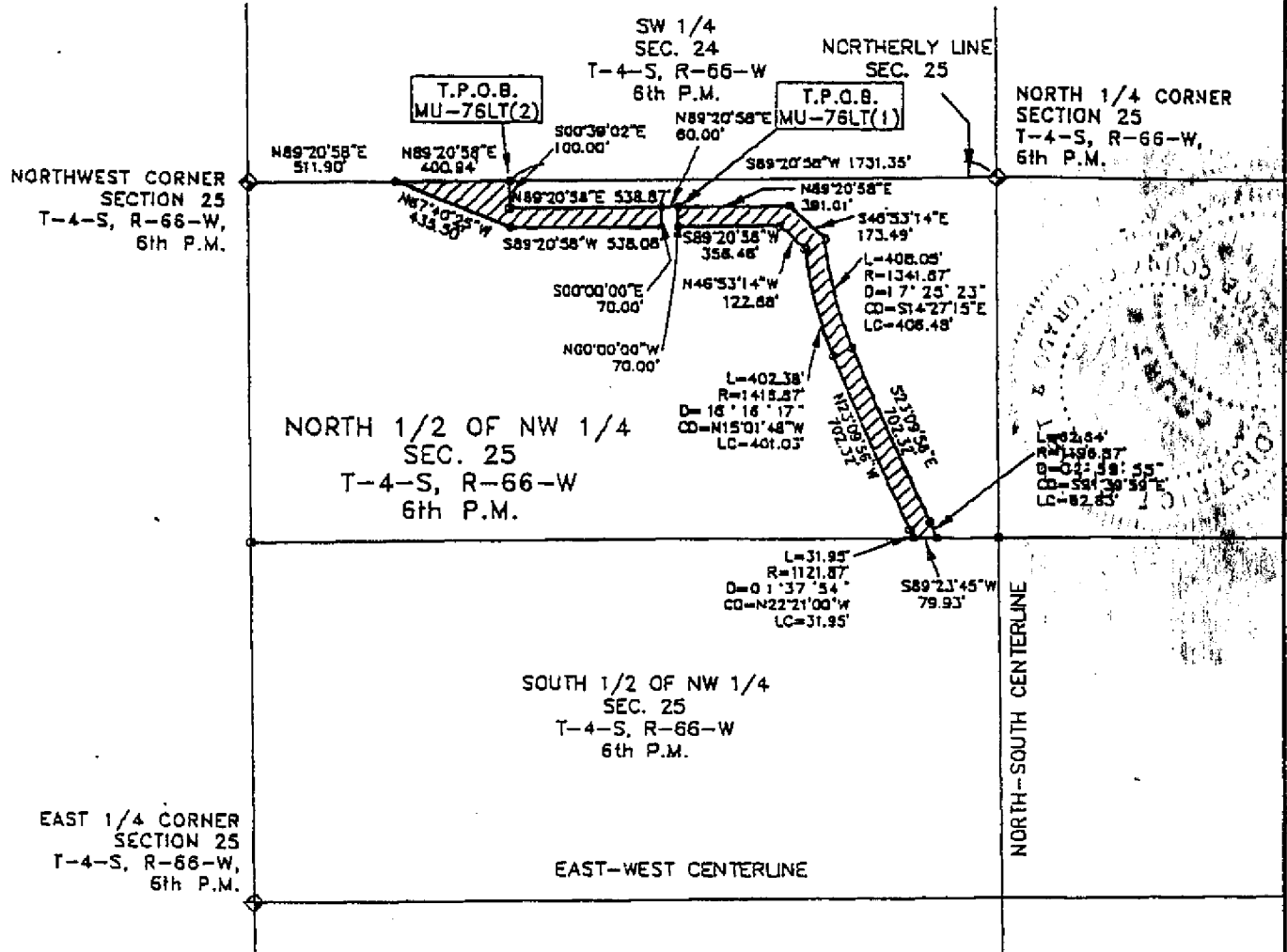
REV: 2/27/97 E470

E-470

REVISÉ: March 5, 1997

13/21

ACQUISITION EXHIBIT



SCALE: 1" = 600'

NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

MU-76LT(1) = 2.8441 AC
 PARCEL CONTAINS: MU-76LT(2) = 1.6477 AC

**WESTERN STATES
 SURVEYING, Inc.**

MU-76 LT(1) & (2)
 OWNER: GUN CLUB PARK, LTD
 STA 954+/- STA 967+/-

CALC:JAD 11/17/95

REV: 2/27/97 E470

DRWN:JAD 11/30/95

E-470

14/21

OWNER: GUN CLUB PARK, LTD
MU-76 RT
STA 954± STA 967±

DESCRIPTION

A parcel of land No. MU-76 RT of the E-470 Public Highway Authority, being a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway", being North 78°54'09" East.


Commencing at the Northeast Corner of said Section 25;
Thence South 89°25'17" West, 50.00 feet, along the northerly line of said Section 25 to a point on the westerly right-of-way line of Gun Club Road;
Thence South 00°27'08" East, 100.00 feet, along said westerly right-of-way line to the TRUE POINT OF BEGINNING;
Thence continuing South 00°27'08" East, 70.00 feet, along said westerly right-of-way line;
Thence South 89°25'17" West, 1948.24 feet;
Thence South 82°15'22" West, 386.21 feet;
Thence South 46°59'48" West, 24.75 feet, to a point of non-tangent curvature;
Thence along the arc of a curve to the right, whose center bears North 89°53'55" West, 11363.80 feet, thru a central angle of 00°51'17", an arc length of 169.53 feet, whose chord bears South 00°31'43" West, 169.53 feet, to a point of tangency;
Thence South 00°57'22" West, 322.14 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 89°02'38" East, 2198.90 feet, thru a central angle of 07°33'06", an arc length of 289.82 feet, whose chord bears South 02°49'11" East, 289.61 feet, to a point of tangency;
Thence South 06°35'44" East, 308.15 feet, to a point on the southerly line of the North Half of the Northeast Quarter of said Section 25;
Thence South 89°25'54" West, 75.42 feet, along said southerly line;
Thence North 06°35'44" West, 300.23 feet, to a point of curvature;
Thence along the arc of a curve to the right, whose center bears North 83°24'16" East, 2273.90 feet, thru a central angle of 07°33'06", an arc length of 299.70 feet, whose chord bears North 02°49'11" West, 299.49 feet, to a point of tangency;
Thence North 00°57'22" East, 322.14 feet, to a point of curvature;

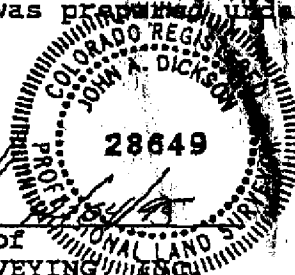
15/21
OWNER: GUN CLUB PARK, LTD
MU-76 RT
STA 954± STA 967±

Thence along the arc of a curve to the left, whose center bears
North 89°02'38" West, 11288.80 feet, thru a central angle of
01°01'12", an arc length of 200.95 feet, whose chord bears
North 00°26'46" East, 200.95 feet, to a point of non-tangency;
Thence North 46°58'53" East, 81.20 feet;
Thence North 82°15'35" East, 374.17 feet;
Thence North 89°25'17" East, 1993.34 feet, to a point on said westerly
right-of-way line of Gun Club Road and the Point of Beginning.

Containing 5.8183 acres, or 253445 square feet, more or less.

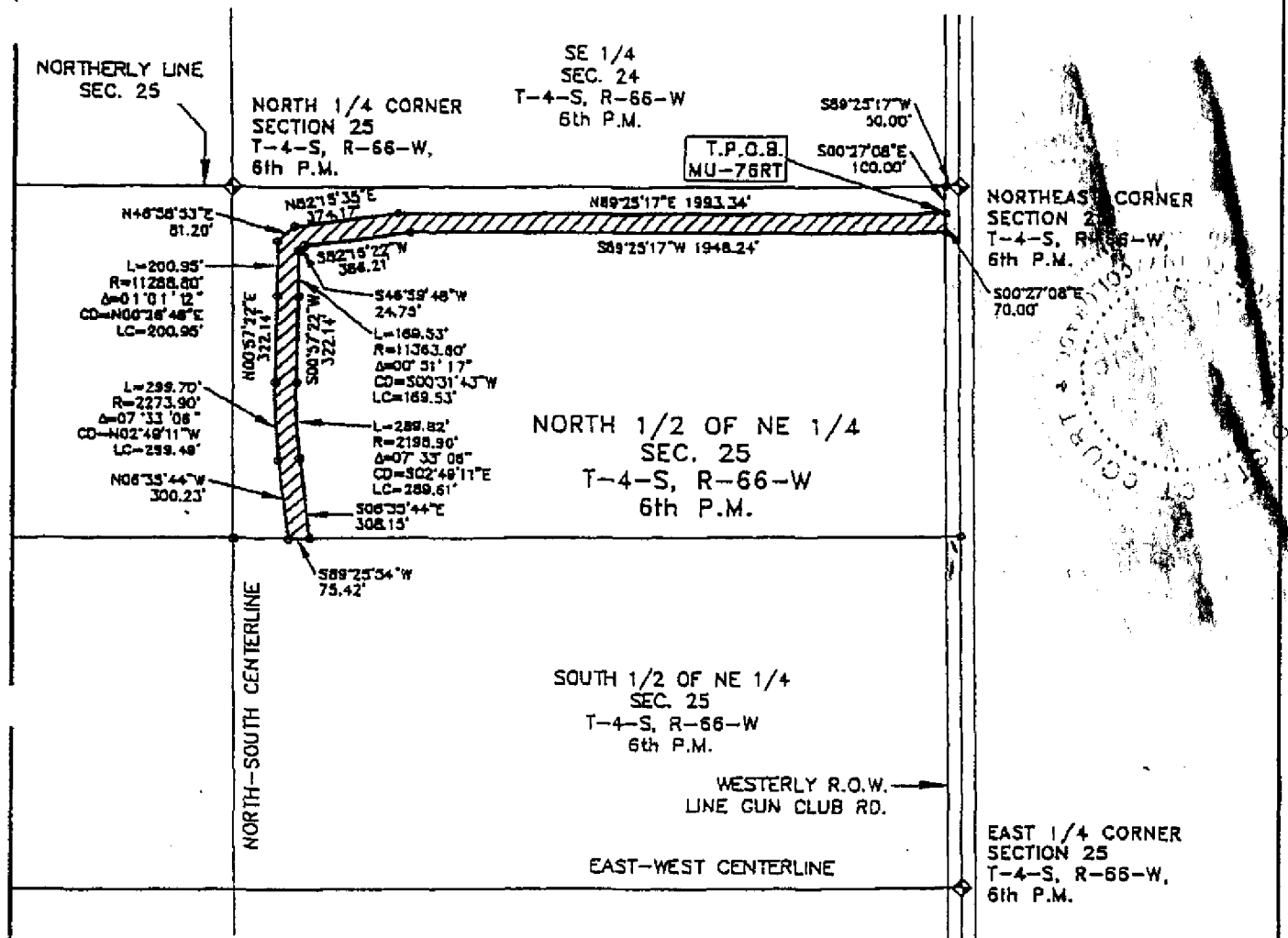
I hereby certify that the attached legal description was prepared under
my direct supervision.


For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649



MU-76RT.LSG

ACQUISITION EXHIBIT



NOTE:

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS: MU-76RT = 5.8183 AC

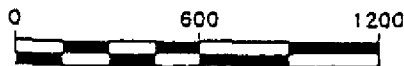
WESTERN STATES SURVEYING, Inc.

MU-76 RT
OWNER: GUN CLUB PARK, LTD
STA 954+/- STA 967+/-

CALC: JAD 11/17/95 REV:

DRWN: JAD 11/30/95

E-470



SCALE: 1" = 600'

17/21

ACCESS LIMITATION
TO BE ACQUIRED FROM

OWNER: GUN CLUB PARK LTD
AC-76 LT & AC-76 RT
STA 954± STA 954±
REVISED: March 5, 1997

DESCRIPTION

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS OF THE GRANTOR to and from any part of the Right-of-Way of the E-470 Public Highway Authority, and from and to any part of the real property of the Grantor, being in a part of Section 25, Township 4 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

AC-76 LT

Commencing at the North Quarter Corner of said Section 25;
Thence South 89°20'58" West, 1131.34 feet, along the northerly line of said Section 25;
Thence South 00°39'02" East, 100.00 feet, to the TRUE POINT OF BEGINNING;
Thence North 89°20'58" East, 389.87 feet;
Thence South 46°53'14" East, 173.49 feet, to a point of non-tangent curvature;
Thence along the arc of a curve to the left, whose center bears North 84°15'27" East, 1341.87 feet, thru a central angle of 17°25'23", an arc length of 408.05 feet, whose chord bears South 14°27'15" East, 406.48 feet, to a point of tangency;
Thence South 23°09'56" East, 702.32 feet, to a point of curvature;
Thence along the arc of a curve to the right, whose center bears South 66°50'04" West, 1196.87 feet, thru a central angle of 02°59'55", an arc length of 62.64 feet, whose chord bears South 21°39'59" East, 62.63 feet, to a point on the southerly line of the North Half of the Northwest Quarter of said Section 25 and the POINT OF TERMINUS.

ALSO

AC-76 RT

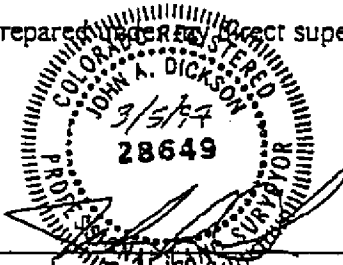
Commencing at the Northeast Corner of said Section 25;
Thence South 89°25'17" West, 50.00 feet, along the northerly line of said Section 25 to a point the westerly right-of-way line of Gun Club Road;
Thence South 00°27'08" East, 100.00 feet, along said westerly right-of-way line;

18/21

OWNER: GUN CLUB PARK, LTD
AC-76 LT & AC-76 RT
STA 954+ STA 967+
REVISED: March 5, 1997

Thence South 89°25'17" West, 1914.06 feet, to the TRUE POINT OF BEGINNING;
Thence continuing South 89°25'17" West, 79.28 feet;
Thence South 82°15'35" West, 374.17 feet;
Thence South 46°58'53" West, 81.20 feet, to a point of non-tangent curvature;
Thence along the arc of a curve to the right, whose center bears South 89°56'10" West, 11289.80 feet, the
a central angle of 01°01'12", an arc length of 200.95 feet, whose chord bears
South 00°26'46" West, 200.95 feet, to a point of tangency;
Thence South 00°57'22" West, 322.14 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears South 89°02'38" East, 2273.90 feet, the
central angle of 07°33'06", an arc length of 299.70 feet, whose chord bears
South 02°49'11" East, 299.49 feet, to a point of tangency;
Thence South 06°35'44" East, 300.23 feet, to a point on the southerly line of the North Half of the
Northeast Quarter of said Section 25 and the POINT OF TERMINUS.

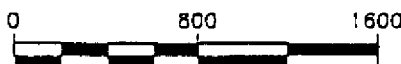
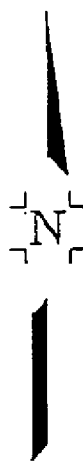
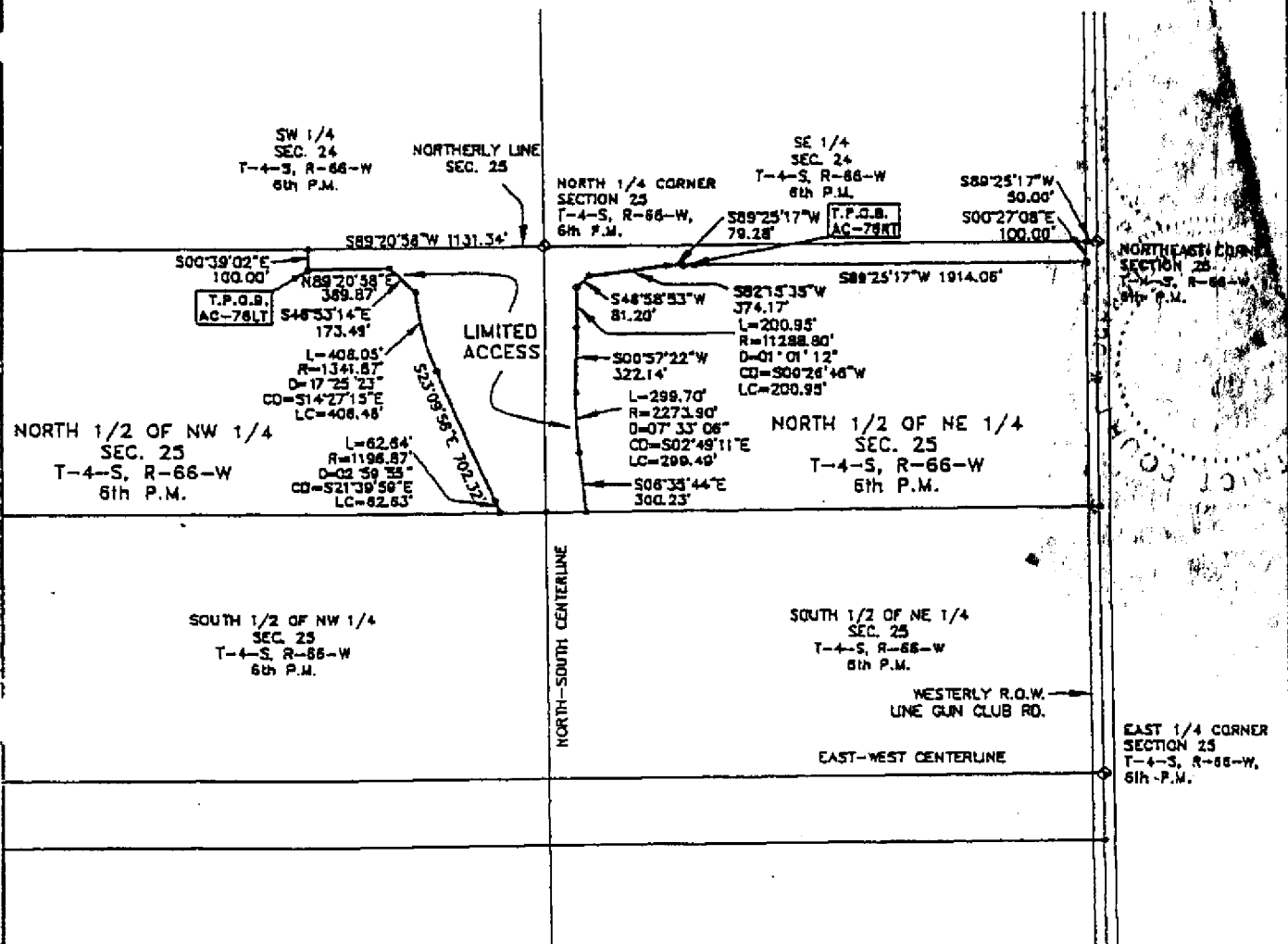
I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING, INC.
19029 E Plaza Drive, Suite 252
Parker CO 80134
John A. Dickson, PLS 28649

400201/LEGALSVIC/MC-7/L&R.L&G

ACQUISITION EXHIBIT



SCALE: 1" = 800'

NOTE:
THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

WESTERN STATES SURVEYING, Inc.	
AC-76 LT & RT OWNER: GUN CLUB PARK, LTD STA 954+/- STA 967 +/-	
CALC: JAD 11/17/95	REV: 2/27/97 E470
DRWN: JAD 11/30/95	
E-470	

20/21

EXHIBIT D

TERMS OF THE MULTI-USE EASEMENT

The Petitioner hereby acquires a permanent, non-exclusive, multi-use easement to enter, reenter, occupy and use the property described in Exhibit B ("the Easement Property") for the following purposes.

1. USE OF EASEMENT BY PETITIONER. The right to use this Easement shall belong to the Petitioner and its directors, officers, agents, employees, designees, contractors, guests and invitees and all those acting by or on behalf of it for the slope purposes, for the utility purposes, for recreational trail purposes, for access purposes and for drainage purposes.

a. Slopes. To construct and maintain slopes of cuts and fills to ensure proper support for and drainage from the E-470 Public Highway, which is being constructed by the Petitioner on land abutting the Easement Property.

b. Utilities. To install, construct, reconstruct, relocate, maintain, enlarge, relocate, repair, use, operate and remove any and all pipes, casings, wires, culverts, valves, ventilators, manholes, and any other appurtenances necessary for water, drainage, storm sewer, and sanitary sewer lines, for relocation of existing appurtenant and non-appurtenant utilities, for television, cable, telephone, and other communication facilities, for natural gas and electric lines, and for the installation, construction, reconstruction, maintenance, enlargement, relocation, repair, use, operation, and removal of any equipment or material necessary for the above-listed uses; provided that Gun Club Park, its successors and assigns, shall always have the same rights to connect utilities installed in the Easement Property as may be offered to the general public.

c. Recreation Trail. To install, construct, reconstruct, maintain, enlarge, repair, use, operate and remove a paved asphalt pathway for pedestrians, bicycles, horses and other non-motorized forms of transportation. Members of the public may use the recreation trail portion of the easement.

d. Access. To have a right of entry and access in, to, through, on, over, under, and across the Easement Property at any and all times deemed necessary by the Petitioner for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement.

2. USE OF EASEMENT BY LANDOWNER. The Easement Property shall remain in the ownership of Gun Club Park, Ltd. ("Gun Club Park") and may be used by it for any and all purposes not inconsistent with the purposes set forth in this Easement. Gun Club Park's uses may include but shall not be limited to using the Easement Property for set-back, density and open-space purposes and for access to Gun Club Park's residue ("Residue"). The "Residue" means that portion of any property that is not taken or dedicated but that belongs to Gun Club Park and that has been used by, or is capable of being used by Gun Club Park together with the property actually dedicated or taken as one economic unit. The Residue includes the Easement Property. Gun Club Park is permitted to

EXHIBIT

D

21/21

construct any and all driveways across the Easement Property necessary to obtain access to the Residue. Gun Club Park is permitted to park motor vehicles on the Easement Property. The use of the Easement Property by Gun Club Park shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Easement Property.

3. NO INTERFERENCE. No building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Easement Property. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated by Gun Club Park upon receipt of written notice from the Petitioner or the Petitioner shall have the immediate right to correct or eliminate such violation at the sole expense of Gun Club Park, which shall promptly reimburse the Petitioner for any expense related thereto. Gun Club Park will not, in any manner, interfere in any other manner with the purposes for which the Easement is granted.

4. MAINTENANCE. The Petitioner will maintain all facilities and structures that it installs on the Easement Property (facilities and structures shall include culverts and recreation trails). Other portions of the property shall be maintained by Gun Club Park.

5. RESTORATION. After the Petitioner has exercised its rights to use this Easement in any manner that disturbs the surface of the Easement Property, it will restore said surface to the condition in which it was in prior to the use of this Easement, except as the surface may be permanently modified by the use of this Easement. Restoration shall include replacement, with a one year warranty, of any damaged plant material, paving and/or other improvements which may exist at the time of the disturbance.

6. BENEFITS AND BURDENS. The benefits and burdens of this Easement shall be binding upon and shall enure to the benefit of the Petitioner and the Respondents and both of their heirs, assigns, successors and personal representatives.

7. RUNS WITH THE LAND. The provisions of this Easement, including all benefits and burdens, shall run with the land.

1/2 10⁰⁰
EFFECTIVE DATE: 4-14-2000

ORDINANCE NO. 2000-14

A BILL

FOR AN ORDINANCE REZONING A PARCEL OF LAND
GENERALLY LOCATED ON THE NORTHEAST AND SOUTHEAST CORNERS
OF JEWELL AVENUE AND E-470,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO,
FROM PLANNED DEVELOPMENT (PD DISTRICT) TO
E-470 CORRIDOR ZONE DISTRICT
AND AMENDING THE AURORA ZONING MAP ACCORDINGLY
(CITY OF AURORA/GUN CLUB/JEWELL PROPERTIES) 236.162 ACRES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the parcel of land generally located on the northeast and southeast corners of Jewell Avenue and E-470 in the County of Arapahoe, State of Colorado, described in Exhibit A attached hereto and incorporated herein, is hereby rezoned from Planned Development (PD District) to E-470 Corridor Zone District, and the Aurora Zoning Map is hereby amended.

Section 2. That the described property is designated Regional Activity Center and Buckley Research and Development district subareas as depicted on the E-470 Corridor District Map on file with the Planning Director.


Section 3. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

INTRODUCED, READ AND ORDERED PUBLISHED this 14th day of
February, 2000.

PASSED AND ORDERED PUBLISHED BY REFERENCE this 6th day of
March, 2000.


PAUL E. TAUER, Mayor

ATTEST:


KATHLEEN FORTENBERRY, Acting City Clerk

APPROVED AS TO FORM 

[re470236]

B0047179
4/21/2000 15:54:15
PG: 0001-002
10.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

Parcel 1:

LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 24, Township 4 South, Range 66 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the South Quarter corner of said Section 24;

THENCE N00°08'05"W along the westerly line of said Southeast Quarter a distance of 1306.88 feet;

THENCE N89°51'55"E a distance of 2585.85 feet to the westerly deed line of Colorado State Highway No.30;

THENCE S00°00'22"E along said westerly deed line a distance of 1304.87 feet to the southerly line of said Southeast Quarter;

THENCE S89°49'14"W along said southerly line a distance of 2582.92 feet to the POINT OF BEGINNING.

Containing 77.476 acres, more or less.

Parcel 2:

LEGAL DESCRIPTION

The North Half of the North Half of Section 25, Township 4 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado, except the easterly 50.00 feet, and being additionally described as follows:

BEGINNING at the North Quarter Corner of said Section 25;

THENCE S89°24'53"E along the northerly line of said Section 25 a distance of 2582.92 feet to the westerly deed line of Colorado Highway No.30;

THENCE S00°46'18"W along said westerly deed line a distance of 1324.75 feet to the southerly line of said North Half of the North Half;

THENCE N89°21'46"W along said southerly line a distance of 5227.49 feet to the westerly line of said Section 25;

THENCE N00°47'40"E along said westerly line a distance of 1320.01 feet to the Northwest Corner of said Section 25;

THENCE S89°24'53"E along the northerly line of said Section 25 a distance of 2644.06 feet to the POINT OF BEGINNING.

Containing 158.686 acres, more or less.

City of Aurora
1470 S. Harvard
Aurora, CO 80012

25

B2045785

3/11/2002 11:20:40

PG: 0001-005

25.00 DOC FEE:

0.00

UTILITY EASEMENT

TRACY K. BAKER
ARAPAHOE COUNTY

The undersigned owner(s) and/or Grantor(s) hereby acknowledge(s) receipt from **THE CITY OF AURORA, COLORADO**, a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, and hereinafter called "Grantee," of the sum of one and no/100 dollar(s) (\$1.00) and other good and valuable consideration, in consideration of which Grantor(s) hereby grant(s) unto said Grantee, its successors and assigns, an easement, together with the right, privilege and authority to construct, reconstruct, operate and maintain its water, sewer and storm drainage transmission mains, lines and facilities, and all fixtures, devices and structures whatsoever necessary or useful in the operation of said transmission mains, lines and facilities, in, over, through, along, and across the following parcel of land situate in the County of Arapahoe, State of Colorado, and more particularly described as follows:

See Exhibit A wherein the description is more fully set forth. Said Exhibit is attached hereto and incorporated herein by reference.

Together with the right of ingress and egress over said premises, including the right to install, maintain, and use gates in all fences which now cross or shall hereafter cross said easement and the right to survey, construct, reconstruct, maintain, operate, control and use said mains, lines and facilities and to remove objects or structures therefrom, except the Grantee shall not interfere with any structures existing in any previously dedicated portion of the above described easement. The Grantor(s) shall not remove any dirt from the surface of the right-of-way or stockpile dirt on the right-of-way herein granted.

If Grantee has not chosen to put transmission lines, mains and facilities above ground, then the Grantor(s) reserve(s) the right to cultivate and use said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Grantee's facilities therein, or interfere with the use of any of the rights herein granted. Such reservation by the Grantor(s) shall include the right to dedicate and use the land for public or private road, for cultivation, grazing and other agricultural purposes, and as yard area for structures, provided no permanent structures or fences are placed on said easement, and any other lawful use which will not interfere with Grantee's facilities.

In the case of permanent abandonment of said easement and right-of-way by Grantee, Grantee shall give written notice to Grantor of its intent to abandon said easement, and Grantee shall have six (6) months thereafter in which to remove all facilities, pipe, structures and all property placed on said easement; and for these purposes, all property placed by Grantee within said easement shall be deemed to have remained personal property; and upon the failure of Grantee to remove all of said property within said six month period, then all of said property shall become the sole and separate property of the Grantor(s), its heirs, successors and assigns, and the Grantor(s), its heirs, successors and assigns, shall thereupon be restored to first and former estate, free and clear of any grant of easement herein contained or any right or privilege attaching to the herein described grant of easement.

Payment to City of Aurora, 3/13/2002, Consideration paid per this instrument \$1.00

2-5

property shall be considered free and clear of any restriction or any right or privilege attaching to the herein-described grant of easement.

Signed and delivered this 9th day of January, A.D. 2002.

BY: Gun Club Park, ~~LLP~~ LLP
~~A COLORADO Limited Partnership~~

Title: John E. Cavey
GENERAL PARTNER

STATE OF COLORADO)
) SS
COUNTY OF)

The above and foregoing instrument was subscribed and sworn to before me this 9th day of January, A.D. 2002, by John E. Cavey.

My Commission expires:

Witness my hand and official seal.

My Commission Expires
5/29/2005

NOTARY PUBLIC

[Signature]

REVIEWED

BY:

Hoanh Tran

ENGINEERING

APPROVED AS TO FORM:

[Signature]

REVIEWED BY:

[Signature]
Real Property

RPS8514
Rev.01/00

2-5

3-5

Signed and delivered this 6 day of Feb., 2002

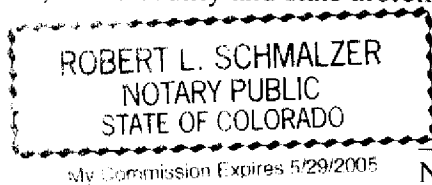
Gun Club Park, LLP
A Colorado Limited Partnership

BY: George Wafer
General Partner

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

On this 6th day of Feb., 2002, before me appeared George Wafer
And having been sworn subscribed to the attached instrument

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and
year last above written, in the county and state aforementioned.



[Signature]
Notary Public

My Commission expires:
5/29/2005

3-5

EXHIBIT A

45

A permanent utility easement situated in the North $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, T 4 S, R 66 W, 6th P.M., Arapahoe County, Colorado, more particularly described as follows:

Commencing at the NW Corner of said Section 25;

Thence N 89°20'58" E, along the north line of the NW $\frac{1}{4}$ of Section 25, a distance of 1410.86 feet;

thence S 00°39'02" E, a distance of 170.00 feet to the southerly line of a 70' Mutlti-Use Easement as recorded in the Clerk and Records Office under Reception No. A7051461, being the POINT OF BEGINNING;

thence N 89°20'58" E, along the southerly line of said 70' Mutlti-Use Easement, a distance of 40.00 feet;

thence S 00°00'00" E, departing said Mutlti-Use Easement line, a distance of 1010.29 feet;

thence S 35°51'45" W, a distance of 175.61 feet to the South line of the North $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25;

thence S 89°24'16" W, along said South line, a distance of 24.87 feet;

thence N 35°51'45" E, a distance of 173.67 feet;

thence N 00°00'00" E, a distance of 596.71 feet;

thence N 01°55'56" W, a distance of 415.19 feet to the POINT OF BEGINNING.

The above described parcel contains 32,686 square feet or (0.75 acres) more or less.

Bearings are based on the north line of said NW $\frac{1}{4}$ of Section 25, T4S, R66W, 6th P.M., being N 89°20'58" E.

Duane A. Senn
Colorado PLS. 13327
For and on behalf of the
City of Aurora, Colorado

568U
PROJ. #99044
9/13/01

Duane A. Senn
8/22/01
[Signature]

45

ILLUSTRATION FOR EXHIBIT A

5-5

P.O.C.
NW CORNER
SECTION 25
T 4 S, R 66 W

N89°20'58"E
1410.86'

NORTH LINE NW1/4 SEC 25

E-470 R.O.W.

SOUTHERLY LINE
70' MULTI USE ESMT.
RECEPTION #A7051461

P.O.B.

S00°39'02"E
170.00'

N89°20'58"E
40.00'

N01°55'56"W
415.19'

1010.29'

S00°00'00"E

N00°00'00"E
596.71'

N35°51'45"E
173.67'

S35°51'45"W
175.61'

SOUTH LINE N1/2, NW1/4, SECTION 25

S89°24'16"W 24.87'

N1/2 OF THE NW1/4
SECTION 25

BEARINGS ARE BASED ON THE NORTH LINE OF SAID NW1/4 OF SECTION 25, T4S, R66W, 6TH P.M., BEING N89°20'58"E

THE ABOVE DESCRIBED PARCEL CONTAINS 32,686 SQUARE FEET (0.75 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A PERMANENT UTILITY EASEMENT SITUATED IN THE N1/2 OF THE NW1/4 OF SECTION 25, T4S, R66W, 6TH P.M., ARAPAHOE COUNTY, COLORADO.

DRAWN BY: GREG	SCALE: NONE	R.O.W. FILE NUMBER 568U
CHECKED BY:	DATE: 9-17-01	JOB NUMBER:

**REQUEST FOR NOTIFICATION
OF SURFACE DEVELOPMENT**

STATE OF COLORADO }
COUNTY OF ARAPAHOE }

B2090875
5/16/2002 11:38:58
PG: 0001-001
5.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

RME PETROLEUM COMPANY (formerly known as Union Pacific Resources Company) and/or **RME LAND CORP.** (formerly known as Union Pacific Land Resources Corporation) (collectively referred to herein as "**RME**") are Mineral Estate Owners (as defined in C.R.S. Section 24-65.5-102(5)) underlying the following described lands located in ARAPAHOE County, Colorado (the "Subject Lands"), to-wit:

Township T4S, Range R66W

Section Sec 25: ALL

Parcel Nos.: All surface parcels associated with the referenced legal description

Pursuant to C.R.S. Section 24-65.5-103(3), RME hereby requests written notification of any and all Applications for Development (as defined in C.R.S. Section 24-65.5-102(2)) and all other proposed surface development activities on the Subject Lands in accordance with the terms of Article 24-65.5, C.R.S. Such notices should be sent to the following addresses:

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Land, Western Division

AND

RME Land Corp.
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Property and Rights-of-Way

EXECUTED this 24th day of April, 2002.

RME PETROLEUM COMPANY and RME LAND CORP.

(f/k/a Union Pacific Resources Company and Union Pacific Land Resources)

By: _____


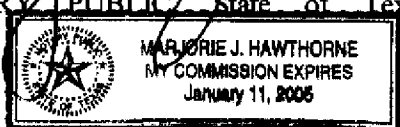
James L. Newcomb

Attorney-in-Fact for RME PETROLEUM COMPANY and RME LAND CORP.

STATE OF TEXAS }
COUNTY OF MONTGOMERY }

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by James L. Newcomb, as Attorney-in-Fact for RME Petroleum Company, a Delaware corporation and RME Land Corp., a Nebraska corporation, on behalf of said corporations.

Witness my hand and official seal.


NOTARY PUBLIC, State of Texas


THE LANDINGS AT JEWELL AVENUE FRAMEWORK DEVELOPMENT PLAN

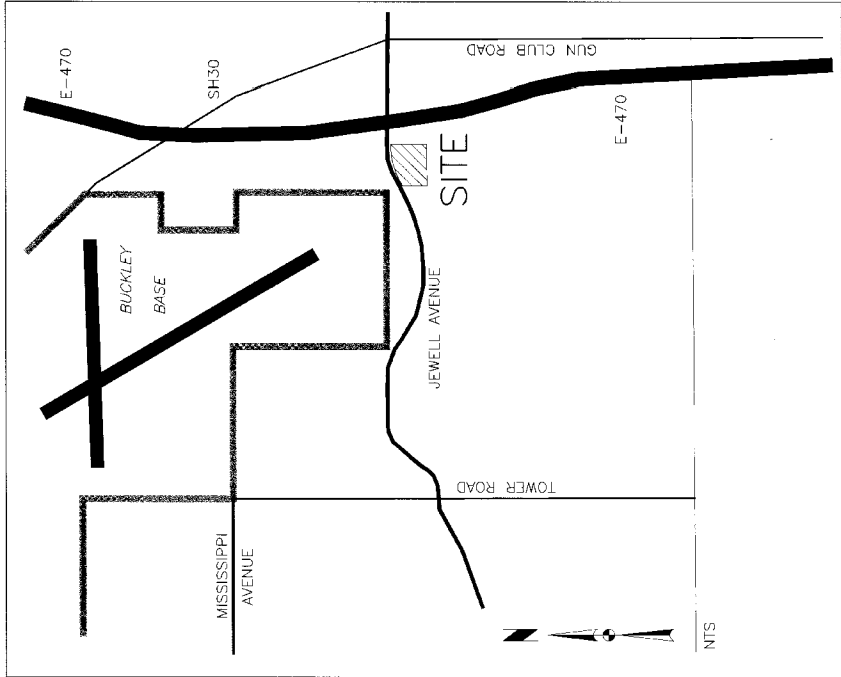
General Notes

1. The developer has the right to build at a over density in any map area provided the City has determined that the use is permitted and compatible with surrounding land uses and a finding of compatibility is determined at the time of Contextual Site Plan (CSP) review, provided the developer meets the requirements of that particular map area and the findings of this FDP. This reduction shall be considered a minor change, enabling the developer to gain approval of the site without amending the FDP.
2. All roadway and trail systems are conceptually located to provide access to the site and its environs. All efforts will be made to provide smooth flowing roads and trails that respond to future parcel and off-site demands. Final alignments, access and design will be determined at the time of CSP review. At time of CSP for each map area, the developer shall address access for said area. Roadways and trails within the development shall conform to road way and trail design standards established within the CSP.
3. No subdivision shall be approved prior to the City's approval of the Master Drainage Plan. In the event of any conflicts in the FDP with the Master Drainage Plan concerning but not limited to size, location and regional detention ponds and/or drainage way locations, cross sections and widths, the Master Drainage Basin Plan, as approved by the City, shall govern. To the extent that revisions to the development boundaries become necessary due to the findings of the Master Drainage Plan, the FDP shall be amended pursuant to City code at the time of CSP. Drainage ponds, drop structures and other facilities are subject to CSP review.
4. The developer is responsible to comply with any requirements of the Army Corps of Engineers (if any) with regards to 404 permitting and wetlands mitigation.
5. Site specific grading and drainage, including areas where road grades exceed six percent (6%), transition area between lots and lots backing onto open space, will be reviewed, in detail at the time of CSP and/or Subdivision Plat to insure conformance with City standards.
6. There will be at least two points of public access and looped water supply during each phase of construction and before the first certificate of occupancy is issued for any land use.
7. The developer has submitted transportation and utility phasing plans, including a Master Water Study, to the City of Aurora for approval as a part of this FDP submitted.
8. The developer will propose specific buffering in all open space or buffer parcels adjacent to existing platted county subdivisions at time of CSP and/or Subdivision Plat. Such buffering will include some combination of other tactics such as landscaping, trails, parks, golf course, barriers, fencing, walls or similar techniques.
9. The developer will be responsible for the coordination and funding of street lights. Street lights are required on all public streets.

Sheet Index

- 1 Cover Sheet
- 2 Land Use Map
- 3 Circulation Map
- 4 Urban Standards
- 5 Urban Standards
- 6 Landscape Standards
- 7 Landscape and Architecture Standards

Vicinity Map



Signature Block

FRAMEWORK DEVELOPMENT PLAN SIGNATURE BLOCK
JEWELL AVENUE FRAMEWORK DEVELOPMENT PLAN
LEGAL DESCRIPTION
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6th P.M., ARAPAHOE COUNTY, STATE OF COLORADO, EXCEPT PARCEL TR-76 AS CONVEYED TO E-470 PUBLIC HIGHWAY AUTHORITY, A RULE AND ORDER RECORDED AT RECEPTION NUMBER 8/05461, ARAPAHOE COUNTY RECORDER'S OFFICE.

This Framework Development and any amendments hereto, upon approval by the City of Aurora and recording, shall be binding upon the applicant, its successors and assigns, and shall be subject to the terms and conditions set forth herein, and shall be subject to the terms and conditions to which the applicant has agreed these documents to be executed in its
By: John E. Gault AD 2006
City of Aurora
By: John E. Gault
(Print Name)

NOTARIAL
STATE OF COLORADO
COUNTY OF Douglas
The foregoing instrument was acknowledged before me this 31st day of January A.D. 2006
By: John E. Gault
Witness my hand and official seal this 31st day of January A.D. 2006
NOTARY PUBLIC
My commission expires: 10/30/2006

CITY OF AURORA APPROVALS
DATE: 2-2-06
CITY ATTORNEY
PUBLIC WORKS DIRECTOR
PLANNING DIRECTOR
DATE: 2/1/06
DATE: 2/1/06

RECORDS CERTIFICATE
ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER
OF ARAPAHOE COUNTY, COLORADO AT 11:29 O'CLOCK A.M. THIS
13th day of February 2006
Reception # B60140.5
Bk 312 Pg 34-40
Clerk and Recorder: Nancy Doty Deputy
Deputy

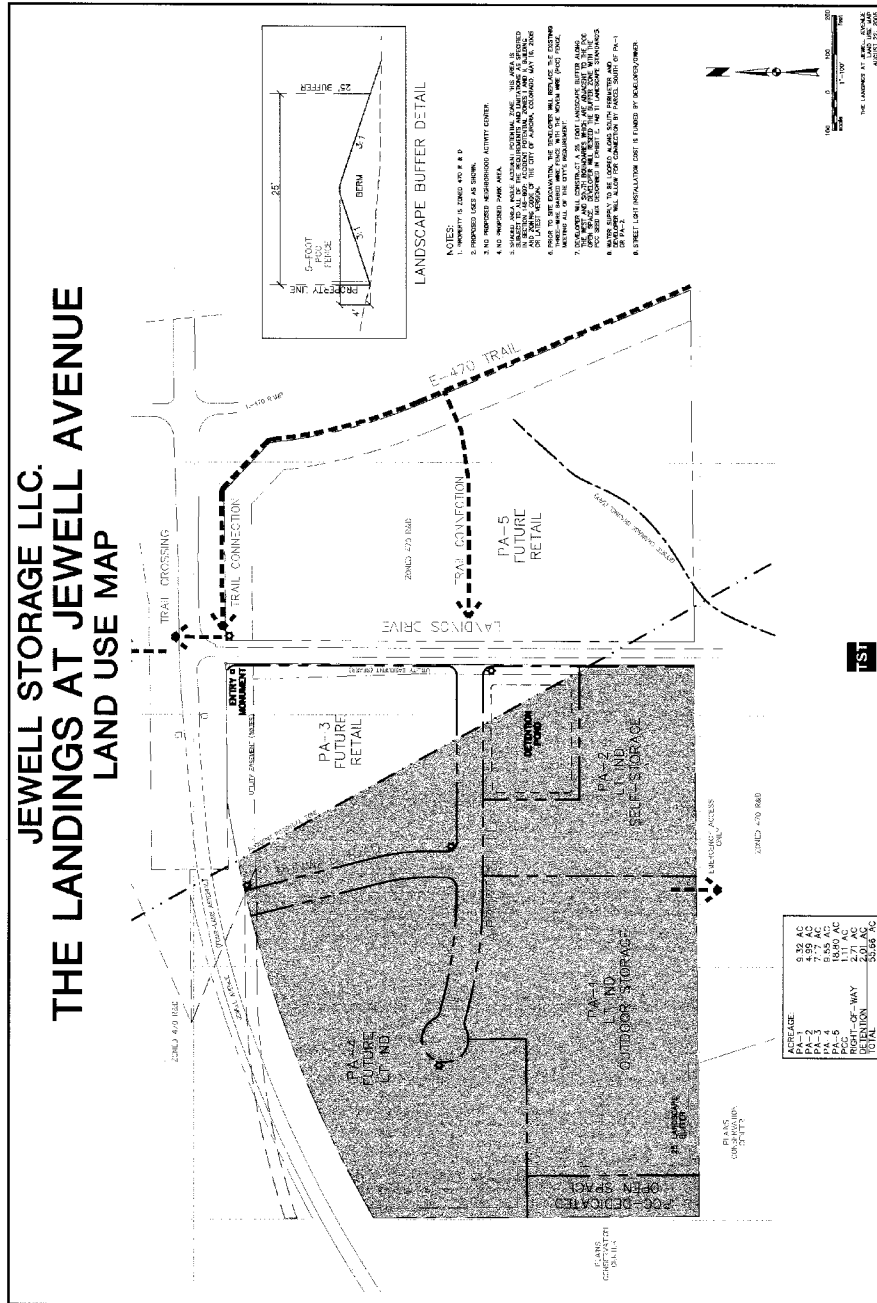
THE LANDINGS AT JEWELL AVENUE
FOR MAPS - SHEET 1

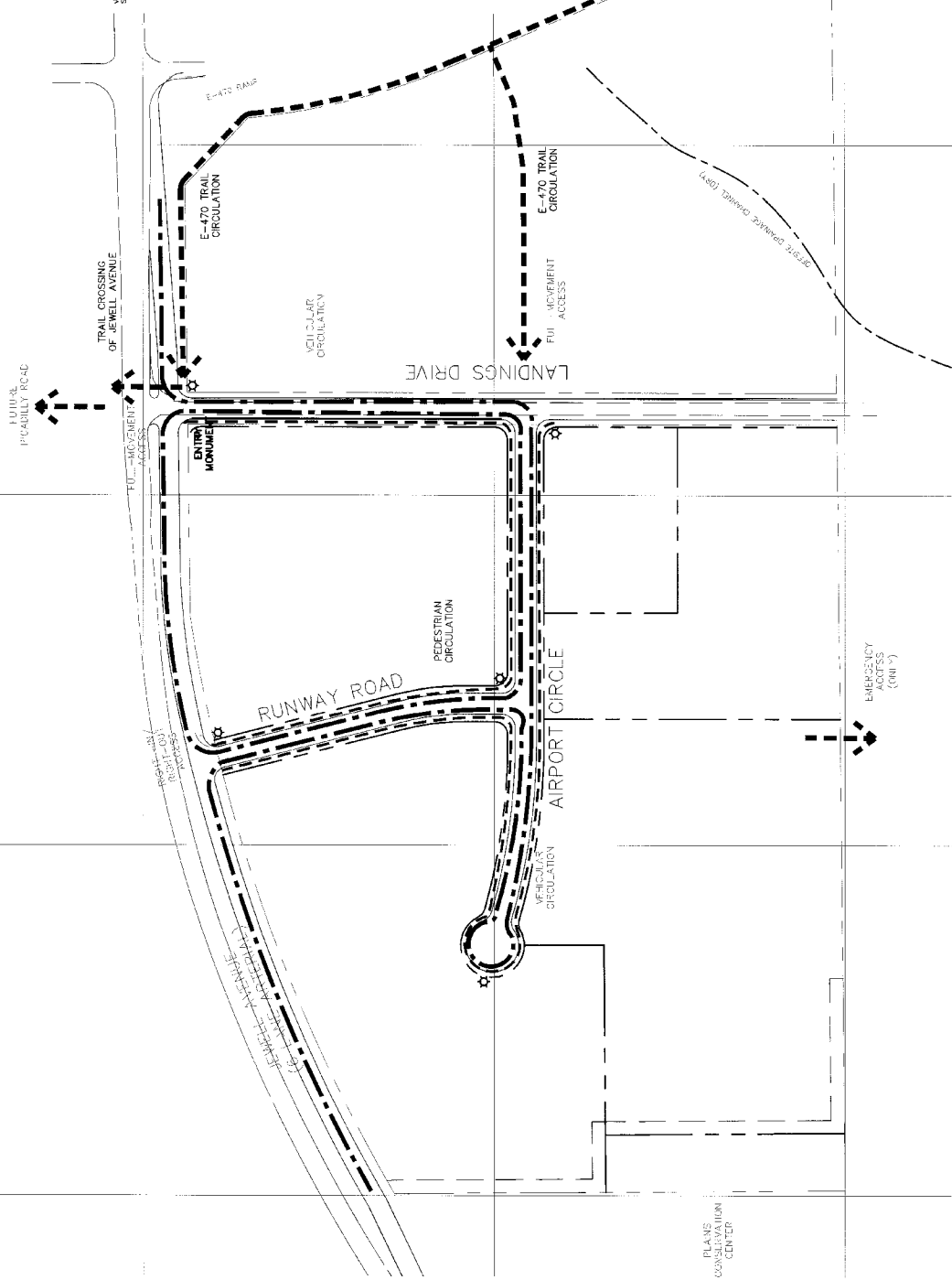
Form D: FDP Land Use Map Matrix

A	B	C	D	E	F	G	H
Land Use Area	Map Area Number	Map Area Code	Conserved Area	Land Use Formula	Percent Protected (see 2.2)	Percent Protected (see 2.2)	Percent Protected (see 2.2)
Acres	Number		Acres				
1. Forest Plant							
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2. Wetlands							
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Standard FDP Notes:

- [illegible]





A RAISED MEDIAN WILL BE REQUIRED ON EASTBOUND JEWELL AVENUE FOR A NORTHBOUND TURN LANE FOR THE FLTJRT PICADILLY ROAD. A SIGNING AND STRIPING PLAN SHALL BE SUBMITTED WITH THE CIVIL DRAWINGS FOR APPROVAL BY THE TRAFFIC ENGINEER.

THE LANDINGS AT JEWELL AVENUE
FDP MYIARS - SHEET 3

312 36

347.



Form P-1: Urban Design Standards

Special Urban Design Feature	Brief Description of the Feature	Location of the Feature
1. Entry Monumentation	Monumentation will be placed at the corner of the intersection of Jewell Avenue and the street to be monumented. The monumentation shall be a concrete structure with a height of 10 feet and a width of 10 feet. The monumentation shall be a concrete structure with a height of 10 feet and a width of 10 feet. The monumentation shall be a concrete structure with a height of 10 feet and a width of 10 feet.	See Urban Design Standards Page 2
2. Retaining Walls	Retaining walls will be constructed of concrete or masonry. The retaining walls shall be a minimum of 10 feet high and 10 feet wide. The retaining walls shall be a minimum of 10 feet high and 10 feet wide. The retaining walls shall be a minimum of 10 feet high and 10 feet wide.	See Urban Design Standards Page 2
3. Fence and privacy walls	Fence and privacy walls will be constructed of concrete or masonry. The fence and privacy walls shall be a minimum of 10 feet high and 10 feet wide. The fence and privacy walls shall be a minimum of 10 feet high and 10 feet wide. The fence and privacy walls shall be a minimum of 10 feet high and 10 feet wide.	See Urban Design Standards Page 2
4. Lighting Standards	Lighting standards will be based on the City of Denver's lighting standards. The lighting standards shall be a minimum of 10 feet high and 10 feet wide. The lighting standards shall be a minimum of 10 feet high and 10 feet wide. The lighting standards shall be a minimum of 10 feet high and 10 feet wide.	See Urban Design Standards Page 2
5. Street Furniture Standards	Street furniture standards will be based on the City of Denver's street furniture standards. The street furniture standards shall be a minimum of 10 feet high and 10 feet wide. The street furniture standards shall be a minimum of 10 feet high and 10 feet wide. The street furniture standards shall be a minimum of 10 feet high and 10 feet wide.	See Urban Design Standards Page 2
6. Signage Standards	Signage standards will be based on the City of Denver's signage standards. The signage standards shall be a minimum of 10 feet high and 10 feet wide. The signage standards shall be a minimum of 10 feet high and 10 feet wide. The signage standards shall be a minimum of 10 feet high and 10 feet wide.	See Urban Design Standards Page 2
7. Signage Standards	Signage standards will be based on the City of Denver's signage standards. The signage standards shall be a minimum of 10 feet high and 10 feet wide. The signage standards shall be a minimum of 10 feet high and 10 feet wide. The signage standards shall be a minimum of 10 feet high and 10 feet wide.	See Urban Design Standards Page 2
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6. Outdoor Storage

Outdoor storage is an approved use for areas within the 100' Outdoor Storage Buffer. Outdoor storage shall be located in the outdoor storage area of the project and shall be screened with berming and landscaping in a manner in which to minimize the visual impact from adjacent properties. Outdoor storage shall be a minimum of 10 feet high and 10 feet wide. Outdoor storage shall be a minimum of 10 feet high and 10 feet wide. Outdoor storage shall be a minimum of 10 feet high and 10 feet wide.

3. Trash Enclosures

A. All outdoor trash collection areas must be screened from adjacent streets and parking areas. B. Trash collection areas shall be constructed on 3 sides by masonry or stone walls 6' in height and the 4th side shall use ornamental gates similar to the fence requirements. (See photo # 2 Page 5)

4. Lighting

A. Lighting shall be designed in such a way as to not cast or allow light onto adjacent properties or streets. B. Lighting fixtures should complement the building design and shall incorporate a variety of lighting fixtures. C. Lighting shall be placed in such a way as to not cast or allow light onto adjacent properties or streets. D. Street lighting shall be achieved with circular disc, type metal halide or similar type. (See photo # 4 and 5 Page 5)

5. Signage

All signage shall be approved by the ARC prior to its construction or installation. Signage shall be constructed of a material that is durable and weather resistant. Signage shall be constructed of a material that is durable and weather resistant. Signage shall be constructed of a material that is durable and weather resistant.

Under Design Standards

Note: As an illustration of the "ARC" shall be based upon approval of the ZUP. The ARC shall be based upon approval of the ZUP. The ARC shall be based upon approval of the ZUP. The ARC shall be based upon approval of the ZUP. The ARC shall be based upon approval of the ZUP.

1. Site Planning Criteria

A. The minimum building coverage within the ARC shall be 25% of the gross area of the site. B. The maximum building coverage outside the ARC shall be 55%. C. The minimum building coverage within the ARC shall be 25% of the gross area of the site. D. The maximum building coverage outside the ARC shall be 55%.

2. Walls, Fences and Retaining Walls

A. All fencing shall be constructed of thick ornamental fence or metal pickets and shall be maintained, at all times, in good repair. Gray colored masonry or stone blocks (Rite 7905-2) or similar with a black corner.

Urban Design Standards:

1. Site Planning Criteria

A. The minimum building coverage within the ARC shall be 25% of the gross area of the site. B. The maximum building coverage outside the ARC shall be 55%. C. The minimum building coverage within the ARC shall be 25% of the gross area of the site. D. The maximum building coverage outside the ARC shall be 55%.

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3. Trash Enclosures

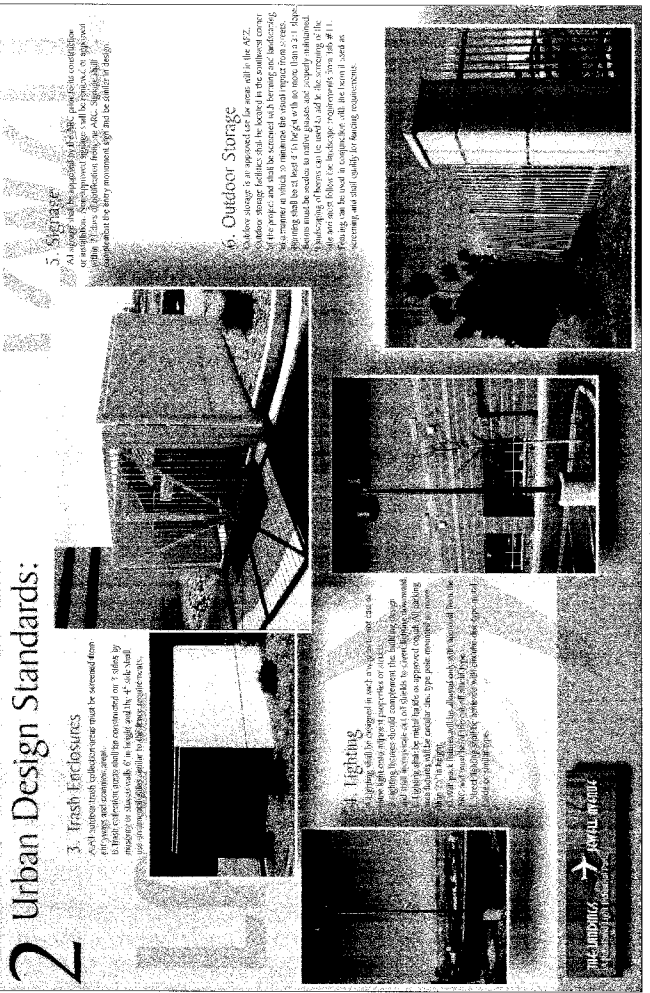
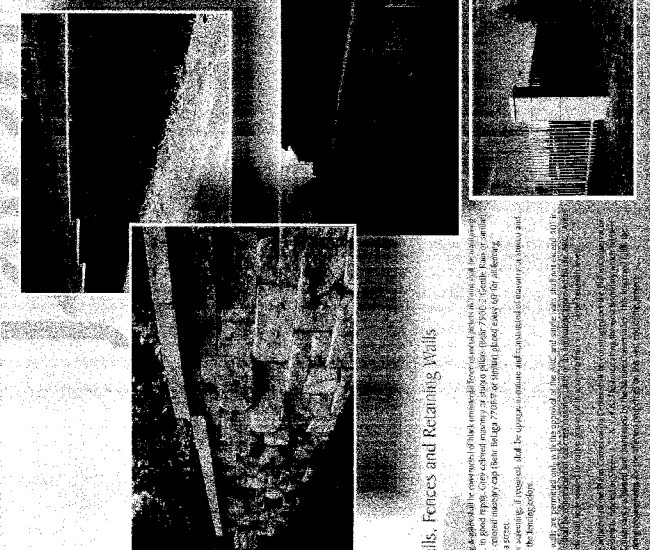
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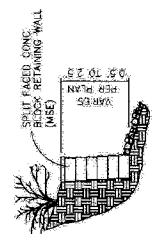
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Jewel Light Industrial Park FDP
Landscape Guidelines

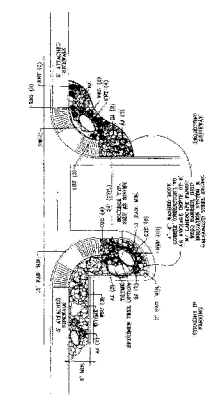
Exhibit D
1 of 3



RETAINING WALL SECTION
NTS

Jewel Light Industrial Park FDP
Landscape Guidelines

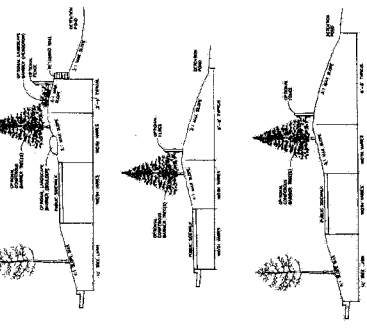
Exhibit D
Page 2 of 3



TYPICAL PRIVATE DRIVEWAY LANDSCAPING
NTS

Jewel Light Industrial Park FDP
Landscape Guidelines

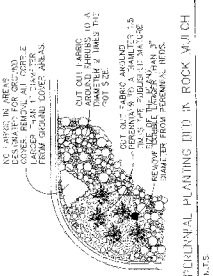
Exhibit D
Page 3 of 3



RETENTION POND
TYPICAL SECTION ADJACENT TO
PUBLIC RIGHTS-OF-WAY
PRIVATE TRAVELED WAYS

Jewel Light Industrial Park FDP
Landscape Guidelines

Exhibit D
Page 3 of 3



PERENNIAL PLANTING BED AT ROCK WITCH
NTS

Architectural Design Standard	Short Description of the Feature	Location of the Standards in Application Package
Retail Design		
Retail Building Facade	The building facade shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building facade shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.	Future Development may use page 10 of the application on the next page.
Retail Color Palette	Primary colors shall be light to medium tones. The use of dark colors is discouraged. The use of bright colors is discouraged. The use of dark colors is discouraged. The use of bright colors is discouraged.	Future Development may use page 10 of the application on the next page.
Retail Architectural Style	The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.	Future Development may use page 10 of the application on the next page.
Retail Architectural Features	The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.	Future Development may use page 10 of the application on the next page.
Industrial Design		
Industrial Building Facade	The building facade shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building facade shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.	Future Development may use page 10 of the application on the next page.
Industrial Color Palette	Primary colors shall be light to medium tones. The use of dark colors is discouraged. The use of bright colors is discouraged. The use of dark colors is discouraged. The use of bright colors is discouraged.	Future Development may use page 10 of the application on the next page.
Industrial Architectural Style	The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.	Future Development may use page 10 of the application on the next page.
Industrial Architectural Features	The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.	Future Development may use page 10 of the application on the next page.

Architecture

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1. Materials and Color
A. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.

2. Building Style
A. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.

3. Building Features
A. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.

4. Building Style
A. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged. The building shall be designed to be a high quality, well-maintained, and visually appealing. The use of stone, masonry and brick is encouraged.

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS (this "Declaration") is made as of this 9th day of February, 2006, by Gun Club Park LLLP, a Colorado limited liability limited partnership ("Gun Club"), Jewell Investors, LLC, a Colorado limited liability company ("Wafer"), and Jewell Storage LLC, a Colorado limited liability company ("Jewell").

Recitals

This Declaration is made with respect to the following facts:

- A. Gun Club has, concurrently herewith, sold the real property described on Exhibit A (the "Jewell Property") to Jewell. Gun Club has also owned the real property described on Exhibit B (the "Gun Club Property") and is, concurrently herewith, selling the Gun Club Property to Wafer. The Jewell Property and the Gun Club Property are hereinafter referred to together as the "Total Property."
- B. Pursuant to the agreement of purchase of sale between Gun Club and Jewell (the "Sale Agreement"), Gun Club and Jewell have agreed to enter into this Declaration to create covenants on the Total Property regarding the following development obligations that are now or may hereafter be, imposed on the Total Property by the City of Aurora (the "City"):
- (i) At the time a traffic signal at the intersection of Jewell Avenue and South Rome Way is warranted (as determined by the City), the City will require the Total Property to contribute to the City part or all of the cost of such signal (the "Signal Cost").
 - (ii) At the time the portion of Jewell Avenue lying north of the Total Property is required to be widened, the Total Property will be required by the City either to perform such widening as to the South half of Jewell Avenue or to pay to the City the amount the City estimates to be the cost of such portion of the widening (the "Widening Obligation").
 - (iii) As a condition to obtaining building permits for improvements on the Total Property, the Total Property is obligated to upgrade South Rome Way (where it lies between the Gun Club Property and the Jewell Property) to meet the City's standards for a public street (the "Rome Upgrade").

Wafer is aware of the foregoing obligations between Gun Club and Jewell and, in connection with the purchase of the Gun Club Property from Gun

Club, has agreed to assume and agree to perform such obligations of Gun Club.

Covenants and Agreement

In consideration of the sale of the Jewell Property from Gun Club to Jewell, the sale of the Gun Club Property from Gun Club to Wafer, the obligations of Gun Club and Jewell under the Sale Agreement, and the obligations of Gun Club and Wafer under the agreement for purchase and sale between them, the receipt and sufficiency of which are hereby acknowledged by Gun Club, Wafer, and Jewell, Gun Club, Wafer, and Jewell do hereby covenant and agree as follows:

1. Certain Defined Terms. As used herein:
 - 1.1 “Jewell Owners” shall, at any time, mean the owners at such time of the Jewell Property or any part thereof.
 - 1.2 “Gun Club Owners” shall, at any time, mean the owners at such time of the Gun Club Property or any part thereof.
2. Signal Cost. At the time that the City requires payment of the Signal Cost, the Gun Club Owners shall pay the Signal Cost Share allocated to the Gun Club Property and the Jewell Owners shall pay the Signal Cost Share allocated to the Jewell Property.
 - 2.1 The Signal Cost Share for each of the Gun Club Property and the Jewell Property shall be determined by allocating the total Signal Cost payable by the Total Property between the Gun Club Property and the Jewell Property based on the estimated daily trips to and from each of the Gun Club Property and the Jewell Property as if then fully developed as then planned to be developed, as determined by the City in determining that the Signal is then warranted (or, if such number of trips is not determined by the City in determining that the Signal is then warranted, determined based on the methodology the City uses in estimating daily trips for properties that are developed and not then fully developed).
 - 2.2 The Signal Cost Share for the Gun Club Property shall be (i) the product of the Signal Cost multiplied by (ii) a fraction, the numerator of which is the estimated number of daily trips to and from the Gun Club Property (as so determined) and the denominator of which shall be the number of daily trips to and from the Total Property (as so determined).

- 2.3 The Signal Cost Share for the Jewell Property shall be (i) the product of the Signal Cost multiplied by (ii) a fraction, the numerator of which is the estimated number of daily trips to and from the Jewell Property (as so determined) and the denominator of which shall be the number of daily trips to and from the Total Property (as so determined).
- 2.4 If the Gun Club Owners shall fail to make any payment to the City as required hereby in the time required by the City, the Jewell Owners may make the same, and, the Gun Club Owners shall immediately reimburse the Jewell Owners for the same.
- 2.5 If the Jewell Owners shall fail to make any payment to the City as required hereby in the time required by the City, the Gun Club Owners may make the same, and, the Jewell Owners shall immediately reimburse the Gun Club Owners for the same.

3. Jewell Widening.

- 3.1 The City requires that the Gun Club Owners execute a deferral agreement providing for the deferral of the performance of the Widening Obligation applicable to the Gun Club Property (the "Gun Club Deferral"). Wafer and/or Gun Club, as applicable, shall promptly execute the Gun Club Deferral, and the Gun Club Owners shall defend and indemnify the Jewell Owners against (i) any loss, damage, liability, and obligation incurred by the Jewell Owners and (ii) any claim made against the Jewell Owners as a result of any failure to execute the Gun Club Deferral as required hereby.
- 3.2 The City requires that the Jewell Owners execute a deferral agreement providing for the deferral of the performance of the Widening Obligation applicable to the Jewell Property (the "Jewell Deferral"). Jewell shall promptly execute the Jewell Deferral, and the Jewell Owners shall defend and indemnify the Gun Club Owners against (i) any loss, damage, liability, and obligation incurred by the Gun Club Owners and (ii) any claim made against the Gun Club Owners as a result of any failure to execute the Jewell Deferral as required hereby.
- 3.3 If, at the time the City requires Jewell to be widened, either the Jewell Owners or the Gun Club Owners want to undertake all of the widening work required of the Total Properties (the "Widening Work"), such owners (either the Jewell Owners or the Gun Club Owners, hereinafter called the "Submitting Owners") shall prepare a bid for the Widening Work and submit the same to the other

owners. If both such owners want to undertake the Widening Work at the time, both sets of owner shall prepare such bids and submit them to the other set of owners. Such bids shall cover the total cost of the Widening Work, including any follow up work, repair work, and warranty work that is or may be required, and the total amount of each such bid is hereinafter called the "Bid." If the owners to which the Bid is submitted (the "Reimbursing Owners") are satisfied with the Bid, the Reimbursing owners shall authorize the Submitting Owners to proceed with the Widening Work; provided that, if both sets of owners submit bids so as to become Submitting Owners, the set of owners submitting the lower Bid shall be authorized to undertake the Widening Work.

- 3.3.1 If any Submitting Owners are authorized to undertake the Widening Work in accordance herewith (the "Performing Owners"), the Performing Owners shall promptly proceed with the Widening Work and complete the Widening Work in the time and manner required by the City.
- 3.3.2 The Performing Owners shall perform all warranty and other work (the "Warranty Work") required by the City in order to obtain the City's final acceptance of the Widening Work for maintenance by the City.
- 3.3.3 The Performing Owner shall indemnify the Reimbursing Owners against all claims arising out of Widening Work (including the Warranty Work and any failure to timely perform the Widening Work) and against any claims, costs, damages, or liabilities for any failure of the Performing Owners to perform the Widening Work (including the Warranty Work) in the time and manner required by the City.
- 3.3.4 When the Widening Work has been completed and initially accepted by the City, the Reimbursing Owners shall reimburse the Performing Owners for the share of the Bid allocable to the Gun Club Property or the Jewell Property, whichever is owned by the Reimbursing Owners.
- 3.3.5 The share of the Bid allocable to the Jewell Property shall be the product of (i) the Bid multiplied by (ii) a fraction, the numerator of which is the distance along the south line of Jewell Avenue from the most westerly part of the Jewell Property abutting Jewell Avenue to the center of South Rome Way where it abuts the south line of Jewell Avenue and the denominator of which is the total distance along

Jewell Avenue from the most westerly part of the Jewell Property abutting Jewell Avenue to the most easterly part of Jewell Avenue abutting the Gun Club Property.

- 3.3.6 The share of the Bid allocable to the Gun Club Property shall be the product of (i) the Bid multiplied by (ii) a fraction, the numerator of which is the distance along the south line of Jewell Avenue from the most easterly part of the Gun Club Property abutting Jewell Avenue to the center of South Rome Way where it abuts the south line of Jewell Avenue and the denominator of which is the total distance along Jewell Avenue from the most westerly part of the Jewell Property abutting Jewell Avenue to the most easterly part of Jewell Avenue abutting the Gun Club Property.
- 3.4 If neither set of owners is authorized hereunder to undertake the Widening Work:
 - 3.4.1 The Gun Club Owners shall perform the Widening Work (including all Warranty Work related thereto) for the portions of Jewell Avenue abutting the Gun Club Property and the half of the intersection of Jewell Avenue and South Rome Way lying nearer to the Gun Club Property or make arrangements with the City to pay the cost of such portion of the Widening Work. The Gun Club Owners shall indemnify the Jewell Owners against all claims arising out of Widening Work performed by the Gun Club Owners (including the related Warranty Work and any failure to timely perform such Widening Work) and against any claims, costs, damages, or liabilities for any failure of the Gun Club Owners to perform such Widening Work (including the related Warranty Work) or pay the City for such Widening Work in the time and manner required by the City.
 - 3.4.2 The Jewell Owners shall perform the Widening Work for the portions of Jewell Avenue abutting the Jewell Property and the half of the intersection of Jewell Avenue and South Rome Way lying nearer to the gun Jewell Property or make arrangements with the City to pay the cost of such portion of the Widening Work. The Jewell Owners shall indemnify the Gun Club Owners against all claims arising out of Widening Work performed by the Jewell Owners (including the related Warranty Work and any failure to timely perform such Widening Work) and against any claims, costs, damages, or liabilities for any failure of the

Jewell Owners to perform such Widening Work (including the related Warranty Work) or pay the City for such Widening Work in the time and manner required by the City.

4. Rome Upgrade.

- 4.1 Jewell shall diligently proceed to perform the Rome Upgrade and any warranty work required in connection therewith to obtain the City's final acceptance thereof for maintenance and shall complete the same by February 28, 2007.
- 4.2 The Gun Club Owners shall reimburse Jewell for one-half of all costs that Jewell incurs in performing the Rome Upgrade and obtaining the City's final acceptance of the Rome Upgrade for maintenance.
- 4.3 Jewell may, from time to time, but not more often than monthly and again upon the final completion of the Rome Upgrade, submit to the Gun Club Owners a request for reimbursement (each, a "Request"), showing the amounts Jewell has paid or is obligated to pay for costs incurred in performing the Rome Upgrade and obtaining the City's final acceptance thereof, together with an invoice or other backup data for each such amount.
- 4.4 The Gun Club Owners shall, from time to time, within seven (7) days after receiving each Request, pay to Jewell one-half of the amount of all disbursements shown thereon which is due in accordance herewith.
- 4.5 The Gun Club Owners and Jewell have, as of this date, entered into an Escrow Agreement with Commonwealth Land Title Insurance Company (the "Agent"), pursuant to which the Gun Club Owners have deposited funds with the Agent which the Agent is, subject to the terms of the Escrow Agreement, instructed to disburse to pay the amounts due from the Gun Club Owners under this Section 4. The obligations of the Gun Club Owners to make payments to Jewell under this Section 4 shall be deemed satisfied to the extent that any amounts due hereunder are actually paid to Jewell by the Agent under the Escrow Agreement. Otherwise, the obligations of the Gun Club Owners to Jewell under this Section 4 shall continue in full force and effect.

5. Late Payments. Any payment required to be made between the Gun Club Owners and the Jewell Owners shall be made within seven (7) days after the same shall otherwise be due hereunder and the set of owners to be paid

have submitted an invoice therefor to the owners required to make payment hereunder. If any such payment is not timely made:

- 5.1 The amount thereof shall bear interest at the rate of fifteen percent (15%) per annum, compounded monthly, from the date due hereunder until paid.
- 5.2 The set of owners entitled to payment shall be entitled to record a notice of lien (referring to this the section of this Declaration and stating the amount due) against the Jewell Property or the Gun Club Property, whichever belongs to the set of owners failing to make timely payment, and such notice of lien shall create a lien on such property for the amount due, plus interest thereon as provided herein and all costs of collection, which lien may be foreclosed in the same manner under Colorado law as a mortgage.

6. Temporary Easements.

- 6.1 Gun Club and Wafer hereby grant Jewell a temporary easement for Jewell and its contractors and agents to enter onto the Gun Club Property from time to time as necessary in connection with the Rome Upgrade. When Jewell has completed the Rome Upgrade, Jewell shall restore the grade of the Gun Club Property to substantially the same levels as existed before such entry and the Rome Upgrade or to such other levels as Jewell and the Gun Club Owners shall agree. The cost of any such restoration shall be one of the costs incurred by Jewell in performing the Rome Upgrade under Section 4.
- 6.2 Gun Club and Wafer hereby grant Jewell a temporary easement for Jewell and its contractors and agents to enter onto the Gun Club Property from time to time to create and maintain a temporary erosion control and sediment detention pond facility as required by the City and to install drainage facilities in the drainage easement Gun Club has granted to the City. Said temporary easement shall expire on February 29, 2008.
- 6.3 The Jewell Owners shall defend and indemnify the Gun Club Owners for any damages and claims arising as a result of the entry onto the Gun Club Property under the easements granted in Sections 6.1 and 6.2 by the Jewell Owners and/or their agents and contractors.

7. Earth Removal and Balancing.

- 7.1 When the Jewell Owners prepare a grading plan for the Jewell Property, the Jewell Owners shall deliver a copy to the Gun Club Owners. If the grading plan determines that there is excess earth on the Jewell Property that will not be used on the Jewell Property, the Jewell Owners shall give notice thereof to the Gun Club Owners specifying the amount of excess earth they plan to export. The Gun Club Owners shall have the right for ten (10) business days thereafter to elect by notice to the Jewell Owners, specifying the amount of excess earth from the Jewell Property the Gun Club Owners desire to be delivered to the Gun Club Property and the general location on the Gun Club Property to which the Gun Club Owners want the earth deposited. If the Gun Club Owners so elect on a timely basis, when the Jewell Owners proceed with the earth removal, the Jewell Owners shall deposit the amount thereof that the Gun Club Owners request in their notice (or such portion thereof as the Jewell Owners actually proceed to export) in the location indicated in the Gun Club Owners' notice. Upon movement of any earth by the Jewell Owners to the Gun Club Property, the Gun Club Owners shall pay the Jewell Owners fifty (\$0.50) cents per each cubic yard of earth moved from the Jewell Property to the Gun Club Property at the time the delivery of all earth so moved is completed.
- 7.2 Unless the Gun Club Owners elect not to have excess earth delivered to the Gun Club Property or fail to make the necessary election within the time set forth in Section 7.1, above, the Jewell Owners shall deposit excess earth only on the Gun Club Property in the manner so agreed to, to the extent of the excess earth the Gun Club Owners elect to have deposited on the Gun Club Property; provided that the Jewell Owners may dispose of any excess earth in excess of the amount the Gun Club Owners elect to have deposited on the Reserved Property in the Jewell Owners' discretion. If The Gun Club Owners do not timely elect as required by section 7.1 or elect not to have any excess earth deposited on the Gun Club Property, the Jewell Owners shall be free to dispose of all of the excess earth in the Jewell Owners' discretion.
- 7.3 If there is no excess earth on the Jewell Property when the Jewell Owners prepare and execute the grading plan for the Jewell Property, the Jewell Owners shall not have any obligation hereunder to deposit earth on the Gun Club Property. So long as the Jewell Owners have performed their obligations under this Section 7 prior to the date thereof, the provisions of this Section 7

shall terminate when the Jewell Owners have prepared a grading plan for the Jewell Property and graded the Jewell Property substantially in accordance with such grading plan.

8. Architectural Control. The Framework Development Plan approved by the City for the Jewell Property and the Gun Club Property requires that there be an architectural review committee (the "ARC") to approve structures constructed on the Jewell Property and the Gun Club Property. The Jewell Owners shall prepare a declaration to be entered into by the Jewell Owners and the Gun Club Owners providing for the ARC, and when that declaration has been prepared and approved by the Jewell Owners and the Gun Club Owners (which approval shall not be unreasonably withheld), the Jewell Owners and Gun Club Owners shall execute and record the same. Michael M. Wafer, Michael S. Humphrey, and James E. Culhane shall be the initial members of the ARC.
9. Term; Termination. This Declaration shall continue in full force and effect until terminated in accordance with the provisions of this Section. When the obligations of the Gun Club Owners and the Jewell Owners under any Section of this Declaration have been fully performed and satisfied, at the request of either set of owners, the Gun Club Owners and the Jewell Owners shall execute and deliver any documents that are reasonably requested by either set of owners to terminate the obligations of the of the Gun Club Owners and the Jewell Owners under that Section. When all of the obligations of the owners under this Declaration have been fully performed and satisfied (other than those provided in this sentence), at the request of either set of owners, the Gun Club Owners and the Jewell Owners shall execute any documents that may be reasonably requested by either set of owners to terminate the obligations of the of the Gun Club Owners and the Jewell Owners under this Declaration. Any such termination document may be recorded in the real property records to give notice of record that the obligations under such Section, or under this Declaration, have been terminated.
10. Costs and Attorneys' Fees. In the event of any court action, arbitration, or similar proceeding to enforce any obligation hereunder, the set of owners, either the Gun Club Owners or the Jewell Owners, if any, prevailing on the more substantial part of their claims and defenses in such action shall be entitled to recover their costs of such action and reasonable attorney's fees.
11. Covenants Run With Land. The terms and provision of this Declaration shall run with the land and be binding upon and enforceable by and against the Gun Club Property and the Jewell Property and by and against the Gun Club Owners and the Jewell Owners. Any transfer or

encumbering of the Gun Club Property and/or the Jewell Property shall be subject to the provisions of this Declaration.

12. Governing Law. The validity and effect of this Declaration shall be determined in accordance with the law of the State of Colorado.

[Remainder of page intentionally blank.]

Executed and acknowledged by Gun Club and Jewell on the dates set forth below in their respective acknowledgments to be effective from and after the date first set forth above.

GUN CLUB PARK LLLP

By George Wafer
General Partner

JEWELL INVESTORS, LLC

Michael M. Wafer
Michael M. Wafer

JEWELL STORAGE LLC

By Polo Properties, LLC, a
Wyoming limited liability company,
Manager of Jewell Storage LLC

By [Signature]
Manager of Polo Properties, LLC

STATE OF COLORADO)

COUNTY OF Denver)

ss.

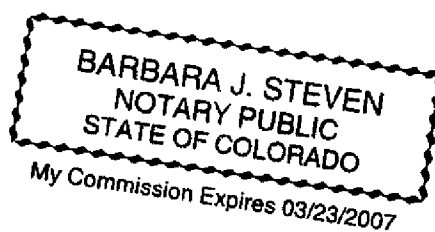
The foregoing instrument was acknowledged before me this 9th day of February, 2006, by George Wafer as General Partner of Gun Club Park LLLP, a Colorado limited liability partnership.

Witness my hand and official seal.

SEAL

My Commission Expires:

[Signature]
Notary Public



STATE OF COLORADO

COUNTY OF Denver

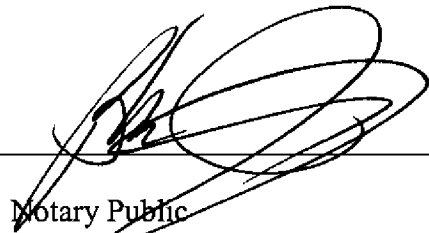
)
) ss.
)

The foregoing instrument was acknowledged before me this 9th day of February, 2006, by Michael M. Wafer, as the Manager of Jewell investors, LLC, a Colorado limited liability company.

Witness my hand and official seal.

SEAL

My Commission Expires:

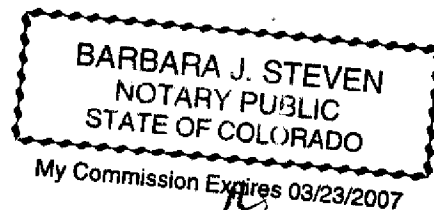


Notary Public

STATE OF COLORADO

COUNTY OF Denver

)
) ss.
)



The foregoing instrument was acknowledged before me this 9th day of February, 2006, by Michael S. Humphrey, as Manager of Polo Properties, LLC, a Wyoming limited liability company, Manager of Jewell Storage LLC, a Colorado limited liability company.

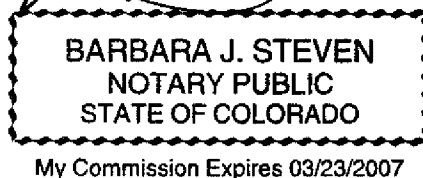
Witness my hand and official seal.

SEAL

My Commission Expires:



Notary Public



JEWELL PROPERTY

Exhibit "A"

That portion of the North 1/2 of the North 1/2 of Section 25, Township 4 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, further described as follows:

Note: For the purpose of this description bearings are referenced to the North line of the Northwest 1/4 of Section 25 having a bearing of North 89°20'58" East as controlled by the following described monuments - Westerly terminus: No. 6 rebar with 2" aluminium cap in Range Box stamped PLS 24960. Easterly terminus: 3.25" aluminum cap in Range Box stamped PLS 24313. Said bearings are in accordance with that document recorded at Reception No. A7051461, Arapahoe County Records.

Beginning at the Southwest corner of said North 1/2 of the North 1/2 of said Section 25; thence North 00°26'24" West, 848.57 feet along the West line thereof to the Southerly line of Jewell Avenue as described at Reception No. A9080450, being a point of non tangent curve; thence Easterly, along said Southerly line of Jewell Avenue, along the arc of a curve to the right the radial line to the center point bears South 30°06'49" East, a radius of 3,117.00 feet, thru a central angle of 21°17'35", an arc length of 1,158.38 feet, whose chord bears North 70°31'58" East a length of 1,151.73 feet, to the Southerly line of E-470 Parcel No. TK-76 as described at Reception No. A7051461; thence along the boundary of said parcel, the following 2 courses:

1. North 89°20'58" East, 363.28 feet;
2. South 00°00'00" West, 1,221.28 feet, to the South line of the North 1/2 of the North 1/2 of said Section 25;

thence South 89°23'44" West 1,442.70 feet along said line, to the Point of Beginning,

City of Aurora, County of Arapahoe, State of Colorado.

For informational purposes only, the above described parcel contains 36.863 acres, more or less, according to the ALTA/ACSM Land Title Survey No. 20424-001 provided by Western States Surveying, Inc.

EXHIBIT B

GUN CLUB PROPERTY

That part of the North 1/2 of the Northwest 1/4 of Section 25, Township 4 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, further described as follows:

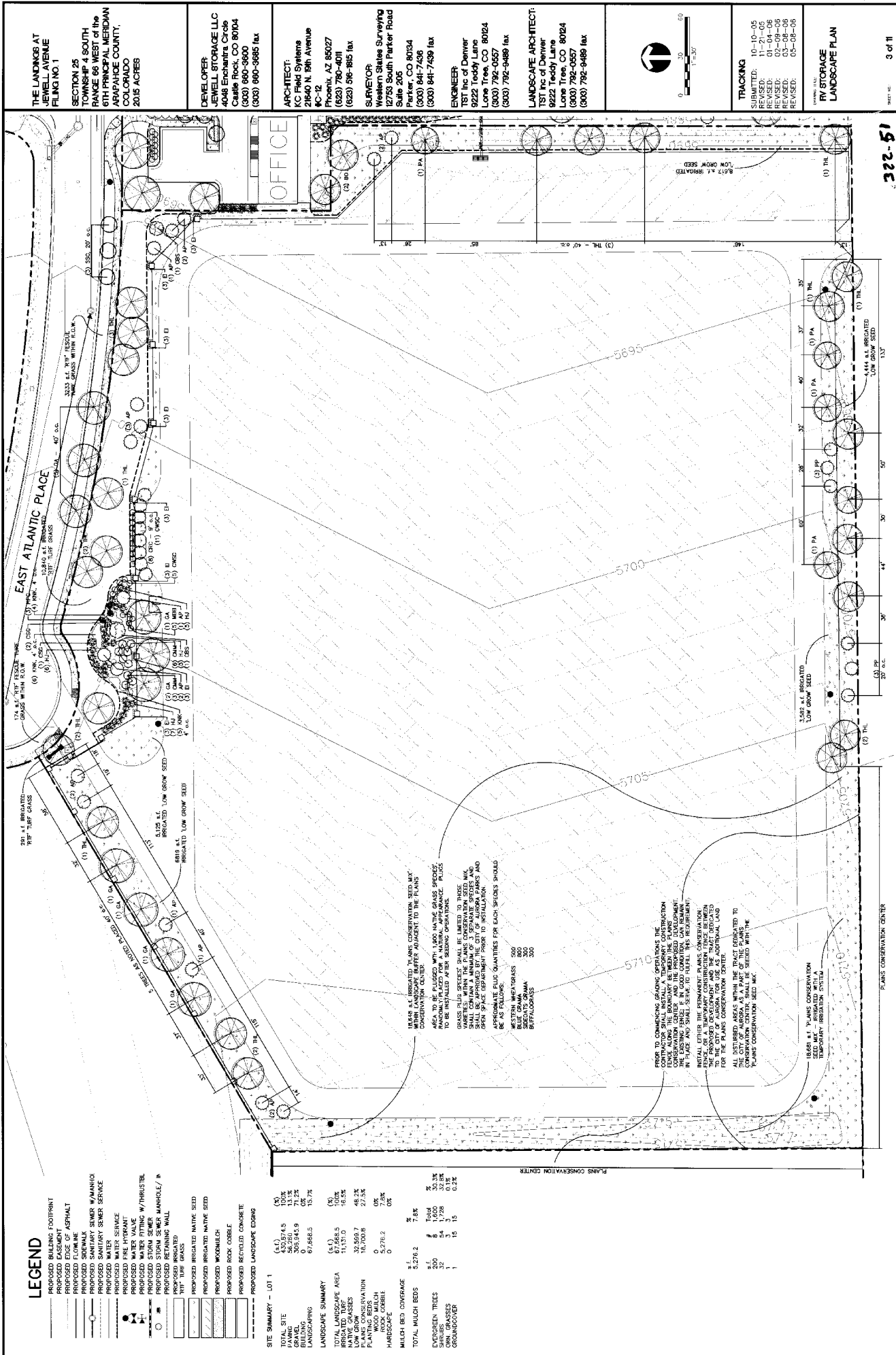
Commencing at the Southwest corner of the North 1/2 of the Northwest 1/4 of said Section 25; thence North 89°23'45" East, 1,502.76 feet, along the Southerly line thereof, to a point on that certain parcel of land No. TK-76, described at Reception No. A7051461, Arapahoe County Records, being the Point of Beginning:

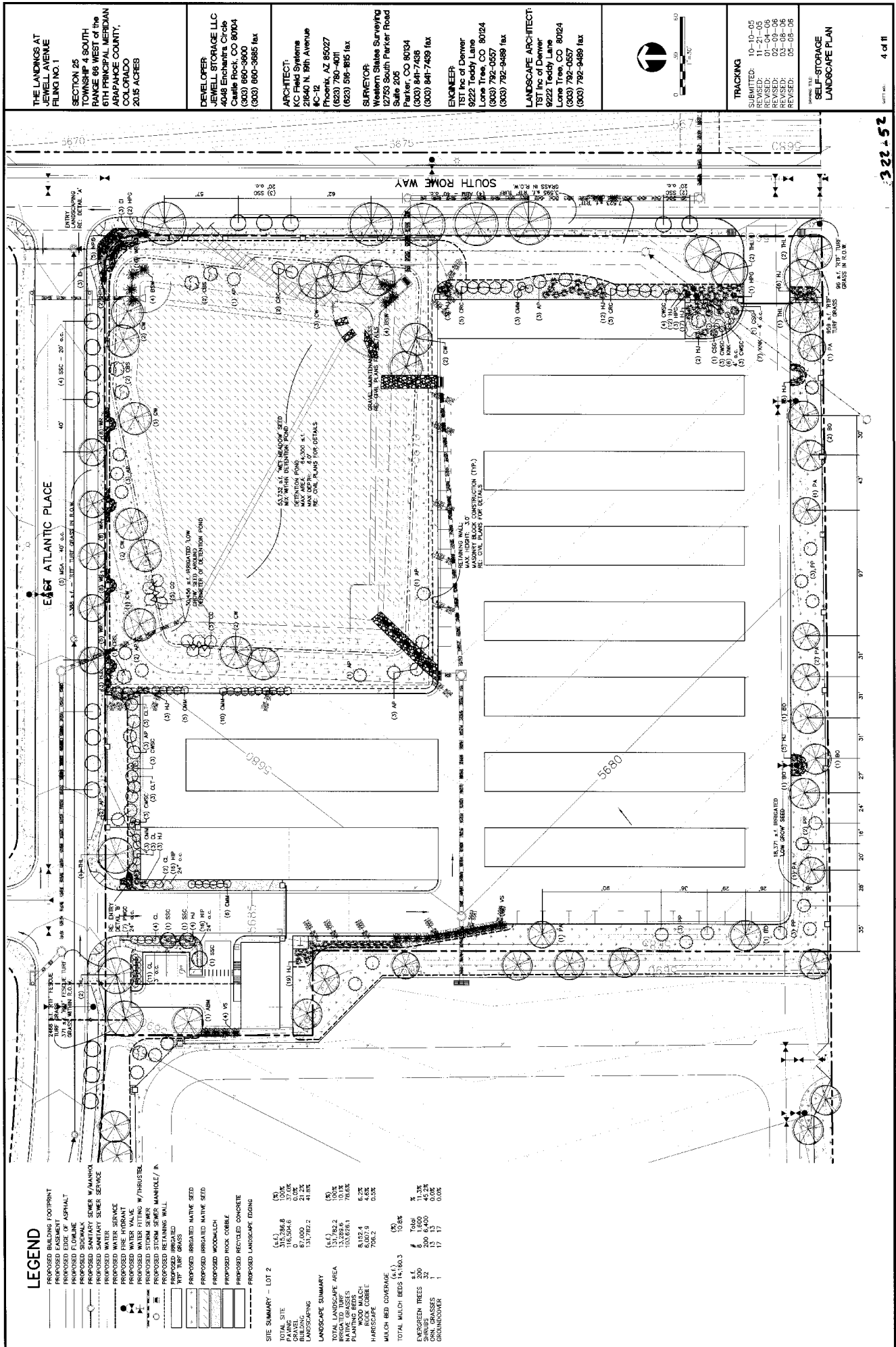
thence, along the boundary of said Parcel No. TK-76, the following 6 courses:

1. North 00°00'00" East, 1,221.33 feet;
 2. North 89°20'58" East, 391.01 feet;
 3. South 46°53'14" East, 173.49 feet, to a point of non tangent curve;
 4. Southerly along the arc of a curve to the left, the radial line to the center point bears North 84°15'32" E, a radius of 1,341.87 feet, thru a central angle of 17°25'23", an arc length of 408.05 feet, whose chord bears South 14°27'15" East a length of 406.48 feet;
 5. South 23°09'56" East, 702.32 feet, to a point of tangent curve;
 6. Southerly along the arc of a curve to the right, the radial line to the center point bears South 66°50'04" West a radius of 1,196.87 feet, thru a central angle of 02°59'55", an arc length of 62.64 feet, whose chord bears South 21°39'59" East a length of 62.63 feet, to the South line of said North 1/2 of the Northwest 1/4 of Section 25;
- thence South 89°23'45" West, 918.55 feet, along said South line, to the Point of Beginning,

County of Arapahoe, State of Colorado.

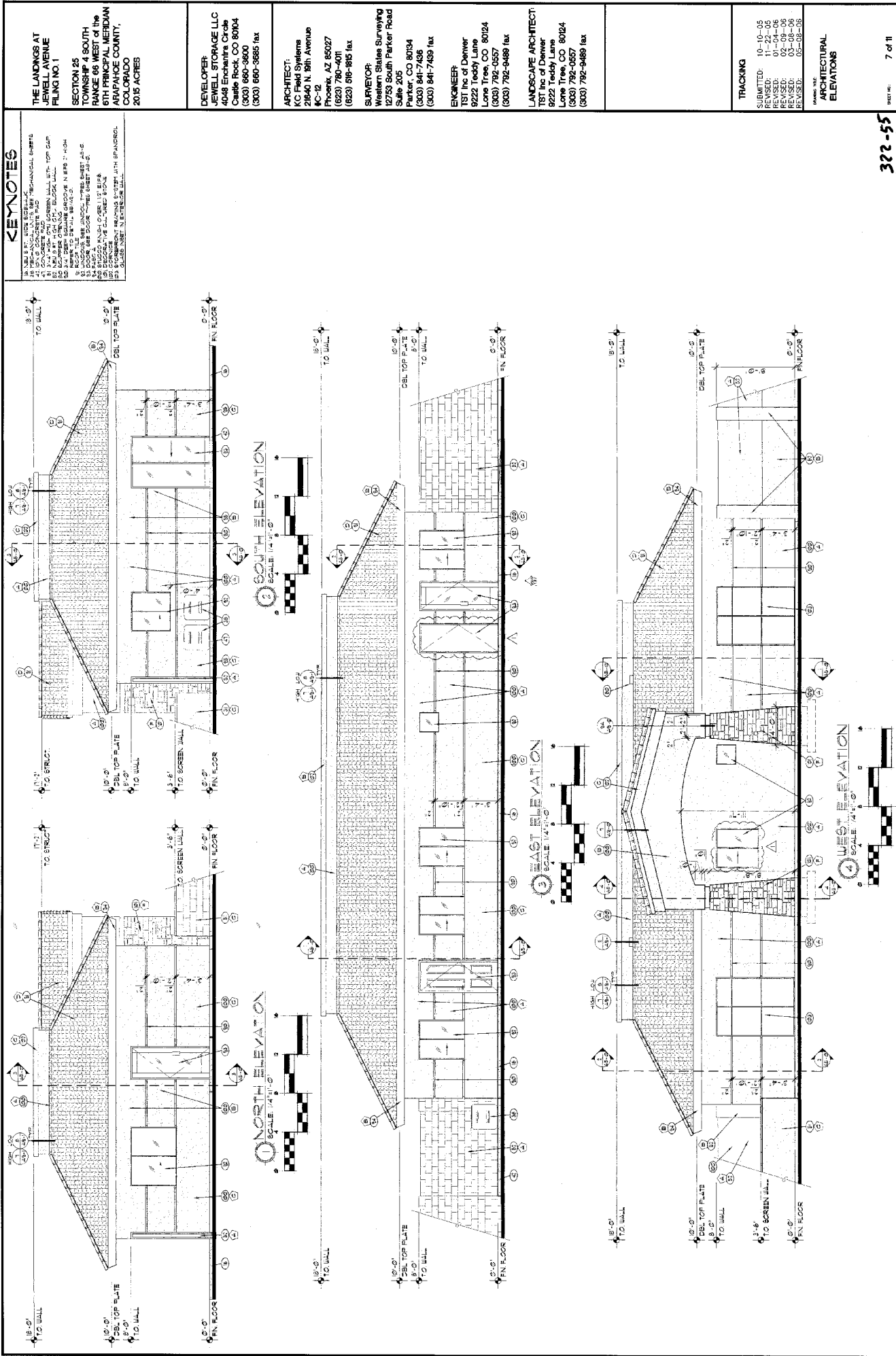
For informational purposes only, the above discribed parcel contains 18.795 acres, more or less, according the to the ALTA/ACSM Land Title Survey No. 20106-003 provided by Western States Suveying, Inc.

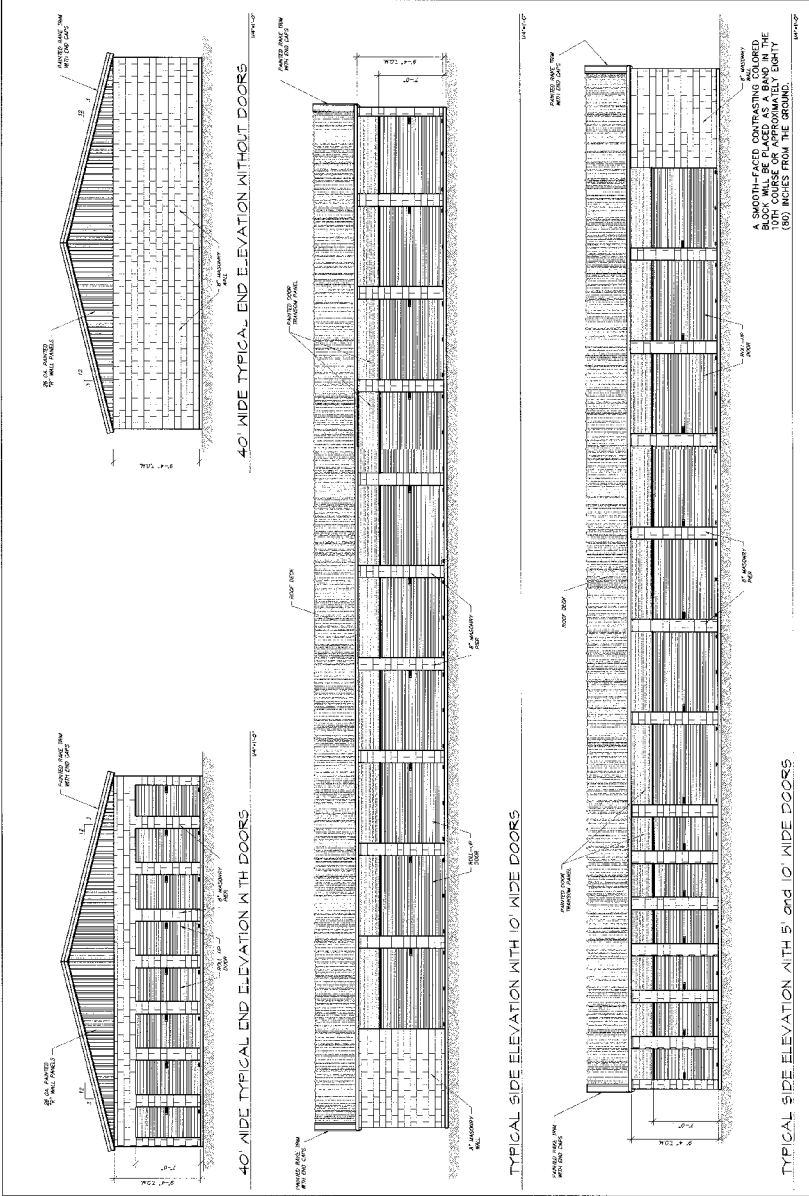
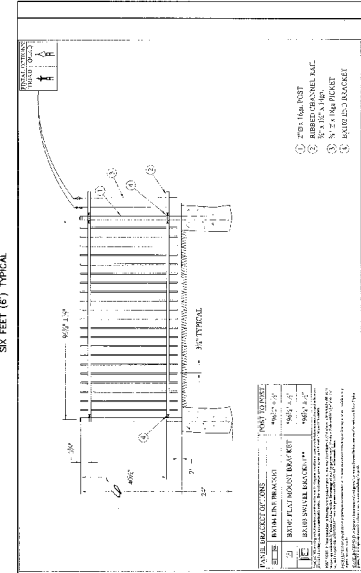
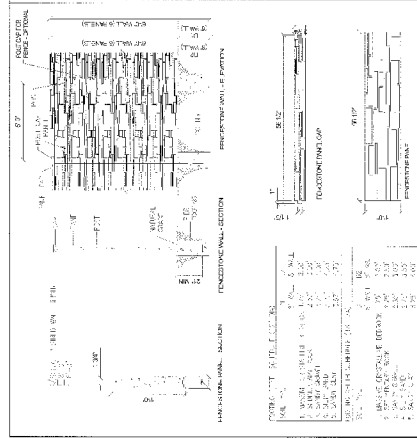
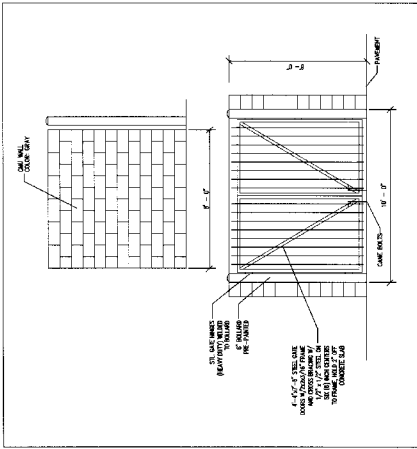




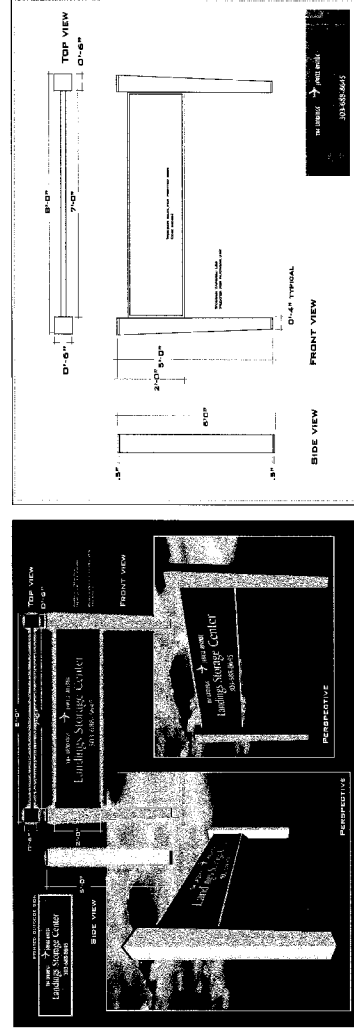
[illegible]

[illegible]





BUILDING VIEW



LOT SIGNAGE

THE LANDINGS AT
JEWELL AVENUE
FLING NO. 1

SECTION 25
TOWNSHIP 4 SOUTH
RANGE 68 WEST OF THE
6TH PRINCIPAL MERIDIAN
COLORADO
20.5 ACRES

DEVELOPER
JEWELL STORAGE LLC
JEWELL STORAGE LLC
CARRIE PARK, CO 80024
(303) 690-3600
(303) 690-3685 fax

ARCHITECT
KC Field Systems
27640 N. 19th Avenue
#C-12
Phoenix, AZ 85027
(602) 780-4011
(602) 516-1815 fax

SURVEYOR
Western State Surveying
52753 South Parker Road
Suite 200
Littleton, CO 80124
(303) 941-7408
(303) 941-7409 fax

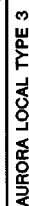
ENGINEER
TST Inc of Denver
9222 Tejada Lane
Littleton, CO 80124
(303) 792-0557
(303) 792-9489 fax

LANDSCAPE ARCHITECT
TST Inc of Denver
9222 Tejada Lane
Littleton, CO 80124
(303) 792-0557
(303) 792-9489 fax



TRACKING
SUBMITTED: 10-10-05
REVISED: 11-22-05
REVISED: 03-09-06
REVISED: 03-09-06
REVISED: 03-09-06

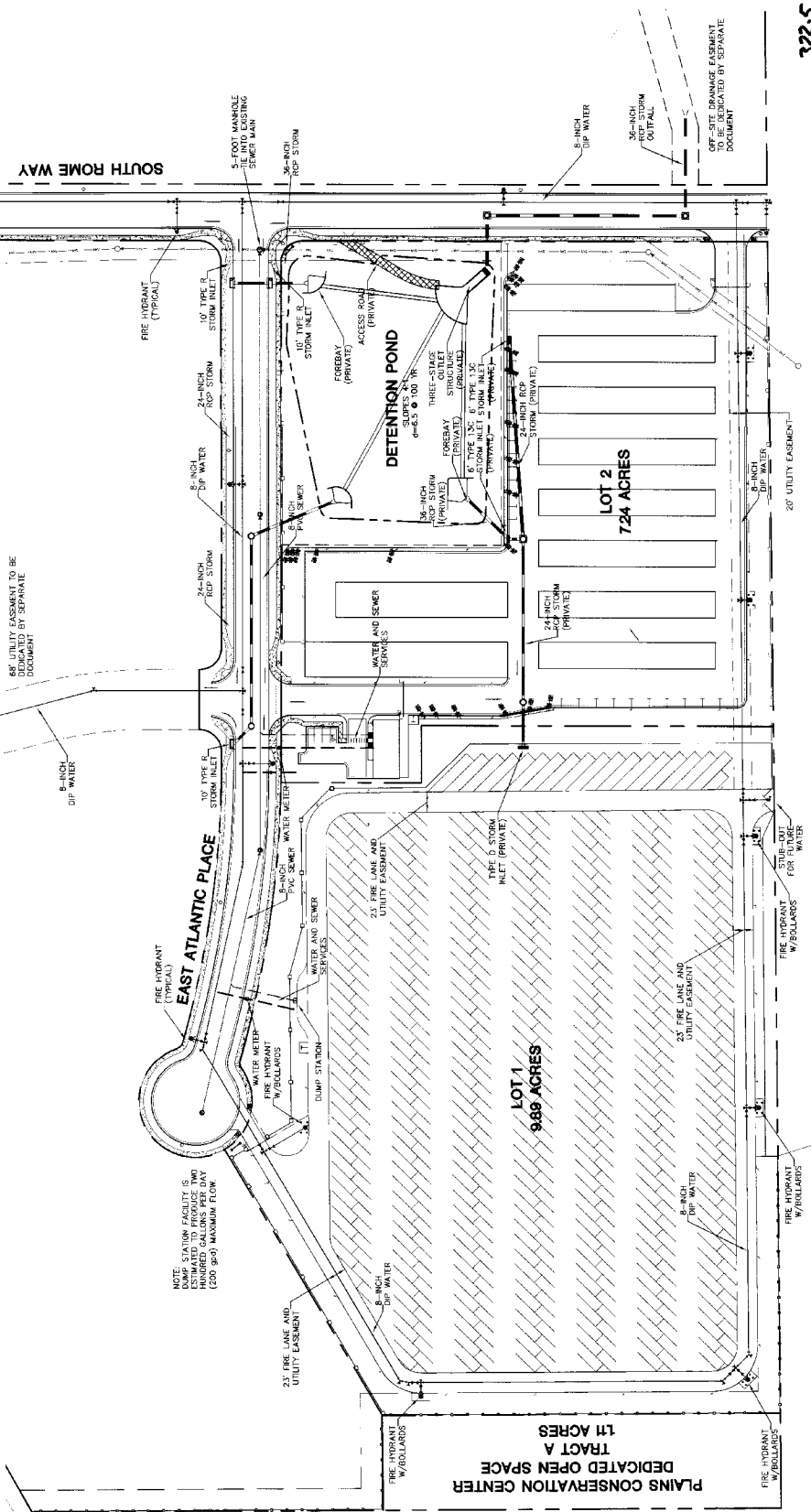
SHEET NO.
SITE DETAILS



LEGEND

- PROPOSED BUILDING FOOTPRINT
- PROPOSED EASEMENT
- PROPOSED EDGE OF ASPHALT
- PROPOSED FLOWLINE
- PROPOSED SIDEWALK
- PROPOSED SANITARY SEWER W/MANHOLE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED WATER
- PROPOSED WATER SERVICE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED WATER FITTING W/THURSTBLOCK
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER MANHOLE/ INLET
- PROPOSED RETAINING WALL

FUTURE CONSTRUCTION



THE LANDINGS AT
JEWELL AVENUE
FLING NO. 1

SECTION 25
TOWNSHIP 4 SOUTH
RANGE 66 WEST OF THE
6TH PRINCIPAL MERIDIAN
ARAPAHOE COUNTY,
COLORADO
2018 ACRES

DEVELOPER:
JEWELL STORAGE LLC
4048 Encinita Circle
CHANDLER, AZ 85004
(602) 840-9600
(602) 840-9605 fax

ARCHITECT:
KC Field Systems
2840 N. 18th Avenue
#C-12
Phoenix, AZ 85027
(602) 780-4011
(602) 516-815 fax

SURVEYOR:
Western States Surveying
12753 South Parker Road
Suite 205
Parker, CO 80134
(303) 847-7468
(303) 847-7469 fax

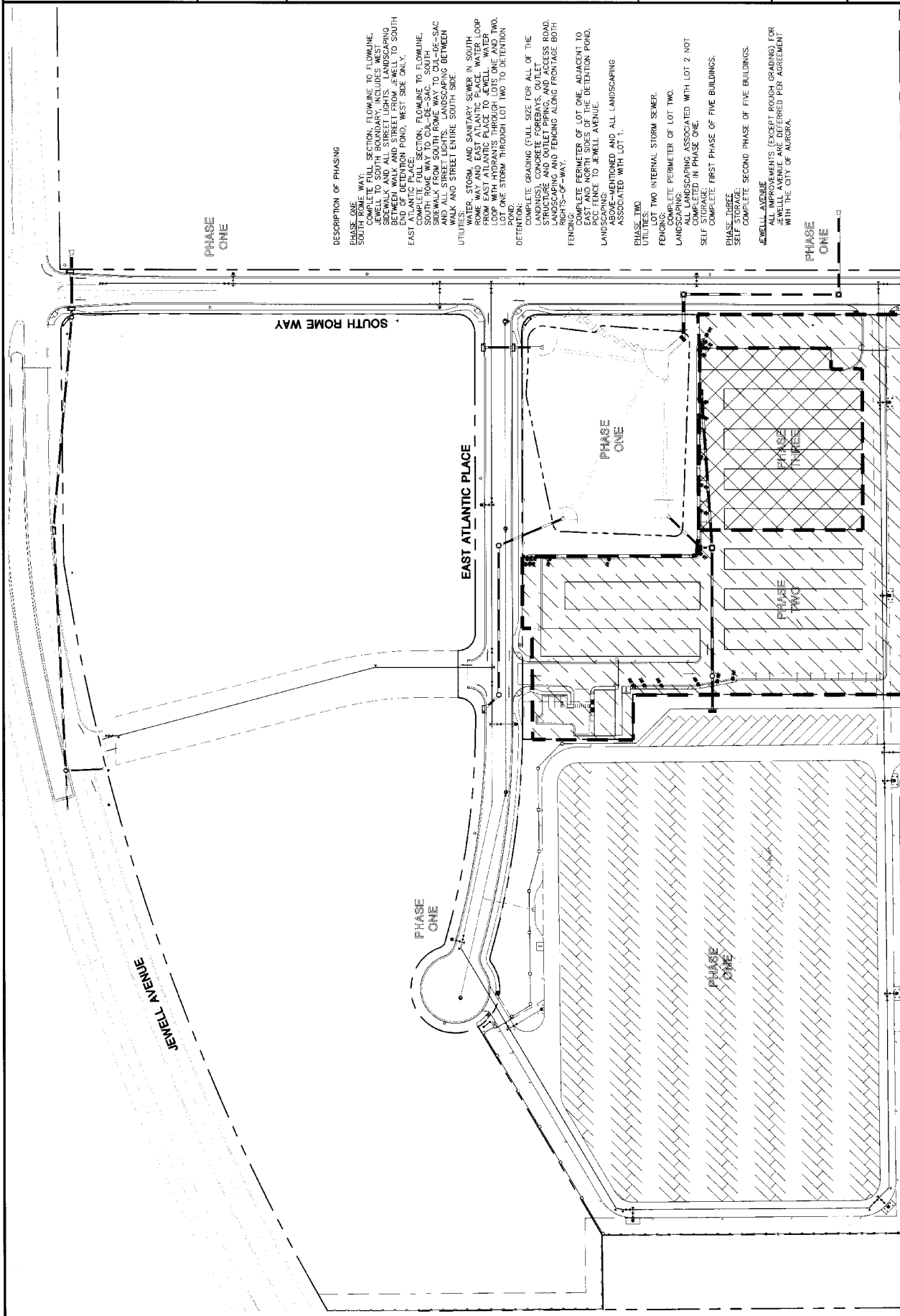
ENGINEER:
TST Inc of Denver
9222 Teddy Lane
Denver, CO 80224
(303) 792-0557
(303) 792-0488 fax

LANDSCAPE ARCHITECT:
TST Inc of Denver
9222 Teddy Lane
Lone Tree, CO 80124
(303) 792-0557
(303) 792-0488 fax

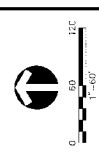


TRACKING
SUBMITTED: 10-10-05
REVISED: 11-22-05
REVISED: 01-04-06
REVISED: 02-03-06
REVISED: 03-08-06
REVISED: 05-08-06

PRELIMINARY
UTILITY PLAN



DEVELOPER JEWELL STORAGE LLC 4048 Enchirinta Circle Castle Rock, CO 80104 (303) 660-3600 (303) 660-3685 fax	ARCHITECT: K240 N. Field Systems 2640 N. 19th Avenue P.O. Box 12 Denver, CO 80202 (603) 780-4011 (603) 516-8815 fax	SURVEYOR: WILSON BLUES Surveying 12753 South Parker Road Suite 205 Parker, CO 80134 (303) 847-4336 (303) 847-7439 fax	ENGINEER TST Inc. of Denver 9222 Teddy Lane Lone Tree, CO 80124 (303) 792-0557 (303) 792-9469 fax	LANDSCAPE ARCHITECT: TST Inc. of Denver 9222 Teddy Lane Lone Tree, CO 80124 (303) 792-0557 (303) 792-9469 fax
----------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------



TRACKING	
SUBMITTED:	10-10-05
REVISED:	11-22-05
REVISED:	01-04-06
REVISED:	02-09-06
REVISED:	03-08-06
REVISED:	05-08-06

DRAWING TITLE
PHASING PLAN

SHEET NO.
11 of 11



City Clerk's Office
City Of Aurora
15151 E. Alameda Parkway,
1st Floor
Aurora, Colorado 80012-1555

26-1-5
UTILITY EASEMENT

Arapahoe County Clerk & Recorder, Nancy A. Doty

Reception #: B6090522

Receipt #: 5286019

Recording Fee: \$26.00

Pages Recorded: 5

Date Recorded: 6/20/2006 11:13:33 AM



Pursuant to Sec. 39-13-104, C.R.S. as amended,
consideration paid for this conveyance is \$1.00

The undersigned owner(s) and/or Grantor(s) hereby acknowledge(s) receipt from **THE CITY OF AURORA, COLORADO**, a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, and hereinafter called "Grantee," of the sum of one and no/100 dollar(s) (\$1.00) and other good and valuable consideration, in consideration of which Grantor(s) hereby grant(s) unto said Grantee, its successors and assigns, an easement, together with the right, privilege and authority to construct, reconstruct, operate and maintain its water, sewer and storm drainage transmission mains, lines and facilities, and all fixtures, devices and structures whatsoever necessary or useful in the operation of said transmission mains, lines and facilities, in, over, through, along, and across the following parcel of land situate in the County of Arapahoe, State of Colorado, and more particularly described as follows:

See Exhibit A wherein the description is more fully set forth. Said exhibit is attached hereto and incorporated herein by reference.

Together with the right of ingress and egress over said premises, including the right to install, maintain, and use gates in all fences which now cross or shall hereafter cross said easement and the right to survey, construct, reconstruct, maintain, operate, control and use said mains, lines and facilities and to remove objects or structures therefrom, except the Grantee shall not interfere with any structures existing in any previously dedicated portion of the above described easement, and Grantee shall restore the surface of the easement area to the condition that existed prior to Grantee's use of the easement herein conveyed. The Grantor(s) shall not remove any dirt from the surface of the right-of-way or stockpile dirt on the right-of-way herein granted.

If Grantee has not chosen to put transmission lines, mains and facilities above ground, then the Grantor(s) reserve(s) the right to cultivate and use said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Grantee's facilities therein, or interfere with the use of any of the rights herein granted. Such reservation by the Grantor(s) shall include the right to dedicate and use the land for public or private road, for cultivation, grazing and other agricultural purposes, and as yard area for structures, provided no permanent structures or fences are placed on said easement, and any other lawful use which will not interfere with Grantee's facilities.

In the case of permanent abandonment of said easement and right-of-way by Grantee, Grantee shall give written notice to Grantor of its intent to abandon said easement, and Grantee shall have six (6) months thereafter in which to remove all facilities, pipe, structures and all property placed on said easement; and for these purposes, all property placed by Grantee within said easement shall be deemed to have remained personal property; and upon the failure of Grantee to remove all of said property within said six month period, then all of said property shall become the sole and separate property of heirs, successors and assigns, shall thereupon be restored to first the Grantor(s), its heirs, successors and assigns, and the Grantor(s), its and former estate, free and clear of any grant of easement herein contained or any right or privilege attaching to the herein described grant of easement.

Grantor covenants and warrants that they are the owner of the above-described land, subject to such defects, outstanding interests, liens, or encumbrances as may now appear of record.

Signed and delivered this 11th day of April, A.D. 2006.

~~GUN CLUB PARK, LLLP~~ JEWEL STORAGE LLC
A Colorado Limited Liability Limited Partnership

By: [Signature]

Title: Mgr.

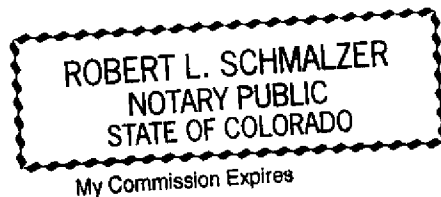
STATE OF Colorado)
) SS
COUNTY OF Aspen)

The above and foregoing instrument was subscribed and sworn to before me this 11 day of April, A.D. 2006, by Michael Scott Humphrey

My Commission expires:
My Commission Expires
5/29/2009

Witness my hand and official
seal.

[Signature]
NOTARY PUBLIC



REVIEWED BY:

Mark Main
[Signature]
[Signature]

Rev 01/00

EXHIBIT A

A permanent utility easement, 68.00 feet wide, situated in the North Half of the North Half of Section 25, Township 4 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description bearings are referenced to the North line of the NW1/4 of Section 25 having a bearing of N89°20'58"E as controlled by the following described monuments - WESTERLY TERMINUS: No. 6 rebar with 2" aluminum cap in range box stamped PLS 24960. EASTERLY TERMINUS: 3.25" aluminum cap in range box stamped PLS 24313. Said bearings are in accordance with that document recorded at Reception No. A7051461, Arapahoe County records.

Commencing at the Northwest Corner of said Section 25;

Thence South 79°21'42" East, 805.87 feet to a point on the southerly right-of-way line of Jewell Avenue, as recorded at Reception No. A9080450 of the Arapahoe County records, being a point of curvature and the **TRUE POINT OF BEGINNING**;

Thence easterly along the southerly right-of-way line of said Jewell Avenue and along the arc of a curve to the right, the radial line to the center point bears South 14°24'19" East, a radius of 3,117.00 feet, through a central angle of 01°15'00", an arc length of 68.00 feet, whose chord bears North 76°13'11" East a length of 68.00 feet;

Thence departing said southerly right-of-way line, South 14°19'55" East, 351.76 feet to a point of tangent curvature;

Thence southerly along the arc of a curve to the right, the radial line to the center point bears South 75°40'05" West, a radius of 534.00 feet, thru a central angle of 14°19'55", an arc length of 133.57 feet, whose chord bears South 07°09'57" East a length of 133.23 feet;

Thence South 00°00'00" East, 54.64 feet to a point on the proposed northerly right-of-way line of E. Atlantic Place;

Thence South 90°00'00" West, 68.00 feet along said proposed northerly right-of-way line;

Thence departing said proposed northerly right-of-way line, North 00°00'00" West, 54.64 feet to a point of tangent curvature;

Thence northerly along the arc of a curve to the left, the radial line to the center point bears South 90°00'00" West, a radius of 466.00 feet, thru a central angle of 14°19'55", an arc length of 116.56 feet, whose chord bears North 07°09'57" West a length of 116.26 feet;

Thence North 14°19'55" West, 352.42 feet to the **TRUE POINT OF BEGINNING**.

Containing 36,171 square feet or 0.8304 acres, more or less.

I hereby certify that the above legal description was prepared under my direct supervision.



WSSI JOB NO.: 20424-001.4
DATE: February 23, 2006
Prepared For and on Behalf of
WESTERN STATES SURVEYING, INC.
12753 South Parker Road, Suite 205
Parker, CO 80134
(303) 841-7436
Thomas F. Phalin, PLS 23516

Notice: According to Colorado law you must commence any legal actions based upon a defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

REVIEWED

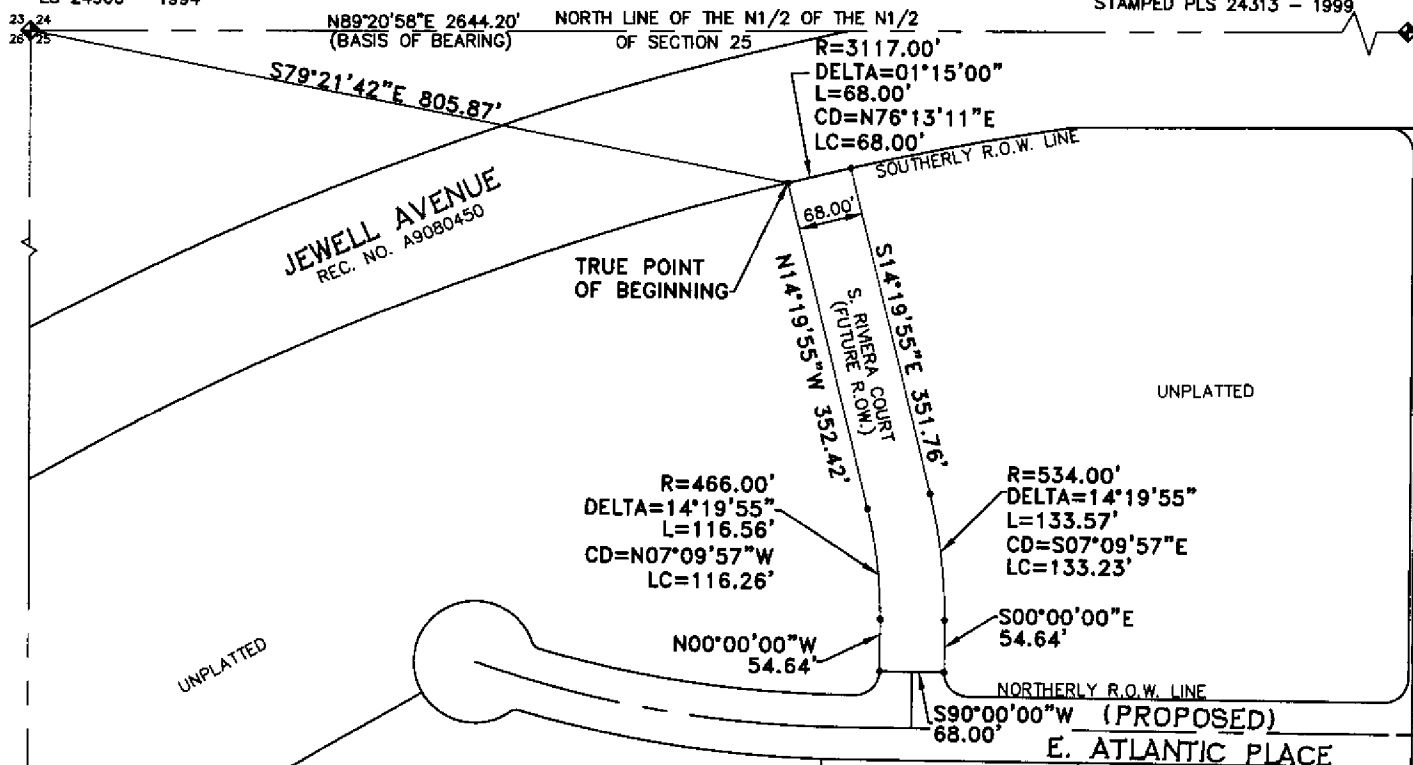
BY: M 2-27-06
REAL PROPERTY SERVICES DATE

4-5

ILLUSTRATION FOR EXHIBIT A

POINT OF
COMMENCEMENT
NW CORNER SECTION 25
FOUND NO. 6 REBAR WITH 2"
ALUMINUM CAP STAMPED
LS 24960 - 1994

N1/4 CORNER SECTION 25
FOUND NO. 3.25" ALUMINUM CAP
STAMPED PLS 24313 - 1999



OWNER:
GUN CLUB PARK, LLLP
10661 N. SOLAR DR.
LITTLETON, CO. 80125

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

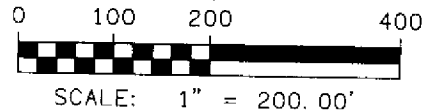
PARCEL CONTAINS 0.8304 ACRES, OR 36,171 SQ. FT., MORE OR LESS.

SHEET 3 OF 3

CITY OF AURORA, COLORADO

DRAWN BY: KBD	SCALE: 1"=200'	R.O.W. FILE NUMBER
CHECKED BY: TFP	DATE: 02/23/06	JOB NUMBER: 20424-001.4

A 68' PERMANENT UTILITY EASEMENT
PART OF THE NORTH HALF OF THE NORTH HALF
OF SECTION 25
T. 4 S., R. 66 W. OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE,
STATE OF COLORADO



5-5

26.30
1-5

PUBLIC IMPROVEMENT DEFERRAL AGREEMENT

This Agreement, made this 11th day of APRIL, 2006, by and between JEWELL STORAGE LLC, referred to as "Owner," and the City of Aurora, Colorado, a municipal corporation for the State of Colorado, hereinafter referred to as "Aurora."

WITNESSETH:

WHEREAS, the Owner is the owner of a certain lot or parcel of land situated in the County of Arapahoe and the State of Colorado, to-wit:

See Exhibit A wherein the description is more fully set forth. Said exhibit is attached hereto and incorporated herein by reference.

WHEREAS, the Owner has an obligation to design and construct certain public improvements, to-wit:

The south one half of Jewell Avenue adjacent to site (approx 1550 L.F.) to current 6 lane arterial standards. These improvements consist of grading, curb, gutter, sidewalk, pavement, street lights, storm drainage, streetscaping, median landscaping, and miscellaneous items necessary for construction.

WHEREAS, the Owner desires to occupy the premises and is requesting an Occupancy Permit from Aurora without having installed such public improvements; and

WHEREAS, pursuant to City Code Section 147-14(b), the Director of Public Works has granted a deferral of the described public improvements.

NOW, THEREFORE, in consideration of the foregoing premises and further consideration of Aurora deferring the installation of public improvements, IT IS AGREED:

1. That Aurora shall issue the Occupancy Permit requested.
2. That the Owner, for itself, its heirs, successors and assigns, agrees with Aurora that at such time as Aurora gives written notice by Certified Mail to Owner, it shall, within six (6) months thereafter, commence construction of the public improvements or deposit with Aurora sufficient funds, as determined by Aurora in a method of security as provided in Code Section 147-14(c), for the installation of said public improvements. Aurora may issue said notice at any time, including but not limited to, such time as the Director of Public Works determines that additional public improvement construction is to occur adjacent to or near the above-described real property.
3. Failure of the Owner to respond and comply (as defined in City Code Section 147-14(b) with the notice given by Aurora to commence construction of the public improvements or deposit with Aurora sufficient funds for the installation of the public improvements requested shall constitute the Owner's consent to Aurora's pursuit of one or more of the following remedies:

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B6090523
Receipt #: 5286019
Pages Recorded: 5
Date Recorded: 6/20/2006 11:13:33 AM
Recording Fee: \$26.00

RECEIVED IN THIS CONDITION

1-5

public improvements requested shall constitute the Owner's consent to Aurora's pursuit of one or more of the following remedies:

- A. Application of the funds which are payable or due the City to the construction of said public improvements or institute suit in any court of competent jurisdiction to obtain the amount which may be due and owing to it either on any method of security or for breach of contract or such other remedy as may be appropriate.
 - B. Suspension of all existing building permits for remaining portions in the subdivision.
 - C. Refusal to issue any further building permits for the subdivision.
 - D. Suspension of the issuance of any further water tap permits for the subdivision.
 - E. Suspension of the water supply for all unoccupied buildings in the subdivision.
 - F. Refusal to issue further Certificates of Occupancy for the subdivision.
 - G. Suspension of Certificates of Occupancy for all unoccupied buildings in the subdivision.
 - H. Suspension of the license of the builder, contractor, or subdivider.
4. In the event the City creates a special improvement district for the construction of the said public improvements with Aurora, the Owner, for itself, its heirs, successors, and assigns, agrees that the within Agreement shall constitute Owner's consent to and petition for the creation of a special improvement district by Aurora for the construction of the public improvements required by the above-referenced Covenant. The above-described real property of the Owner shall be assessed for the costs of construction, engineering, and incidentals in conjunction with the creation of said improvement district as it is related to the Owner's subject property. Said costs shall represent the special benefits accruing to the Owner's property due to the construction of said public improvements. The assessment of said costs shall constitute a lien against the Owner's property described herein until fully paid.
5. In the alternative to the provisions of paragraph 4 herein, Aurora may revoke the Certificate of Occupancy granted hereby.
6. This Agreement shall be recorded with the Clerk and Recorder of Arapahoe County, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

IN WITNESS WHEREOF, the undersigned Owners have caused their names to be hereunto subscribed this 11th day of APRIL, 2006.

OWNER:

JEWELL STORAGE LLC

By:

[Signature]

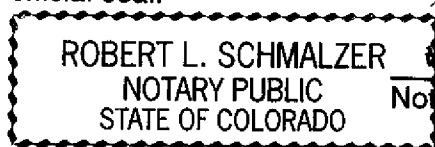
Title:

Mgr.

STATE OF COLORADO)
County of Arapahoe) ss.

The foregoing Agreement was acknowledged before me this 11 day of April, 2006, by Michael Scott Humphrey

Witness my hand and official seal.



My Commission Expires

[Signature]
Notary Public

My Commission expires: My Commission Expires 5/29/2009

CITY OF AURORA:

[Signature]
Acting Director of Public Works

[Signature]
Approved as to form

[Signature]
Reviewed by

[Signature]
Reviewed by

[Signature]
Reviewed by

Exhibit "A"

That portion of the North 1/2 of the North 1/2 of Section 25, Township 4 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, further described as follows:

Note: For the purpose of this description bearings are referenced to the North line of the Northwest 1/4 of Section 25 having a bearing of North 89°20'58" East as controlled by the following described monuments - Westerly terminus: No. 6 rebar with 2" aluminum cap in Range Box stamped PLS 24960. Easterly terminus: 3.25" aluminum cap in Range Box stamped PLS 24313. Said bearings are in accordance with that document recorded at Reception No. A7051461, Arapahoe County Records.

Beginning at the Southwest corner of said North 1/2 of the North 1/2 of said Section 25; thence North 00°26'24" West, 848.57 feet along the West line thereof to the Southerly line of Jewell Avenue as described at Reception No. A9080450, being a point of non tangent curve; thence Easterly, along said Southerly line of Jewell Avenue, along the arc of a curve to the right the radial line to the center point bears South 30°06'49" East, a radius of 3,117.00 feet, thru a central angle of 21°17'35", an arc length of 1,158.38 feet, whose chord bears North 70°31'58" East a length of 1,151.73 feet, to the Southerly line of E-470 Parcel No. TK-76 as described at Reception No. A7051461; thence along the boundary of said parcel, the following 2 courses:

1. North 89°20'58" East, 363.28 feet;
2. South 00°00'00" West, 1,221.28 feet, to the South line of the North 1/2 of the North 1/2 of said Section 25;

thence South 89°23'44" West 1,442.70 feet along said line, to the Point of Beginning,
City of Aurora, County of Arapahoe, State of Colorado.

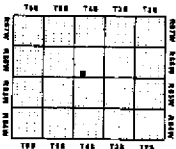
For informational purposes only, the above described parcel contains 36.863 acres, more or less, according to the ALTA/ACSM Land Title Survey No. 20424-001 provided by Western States Surveying, Inc.



SCALE 1:2400

REVISIONS:

LOCATION:



128	129	130
138	139	140
148	149	150

NOTES:

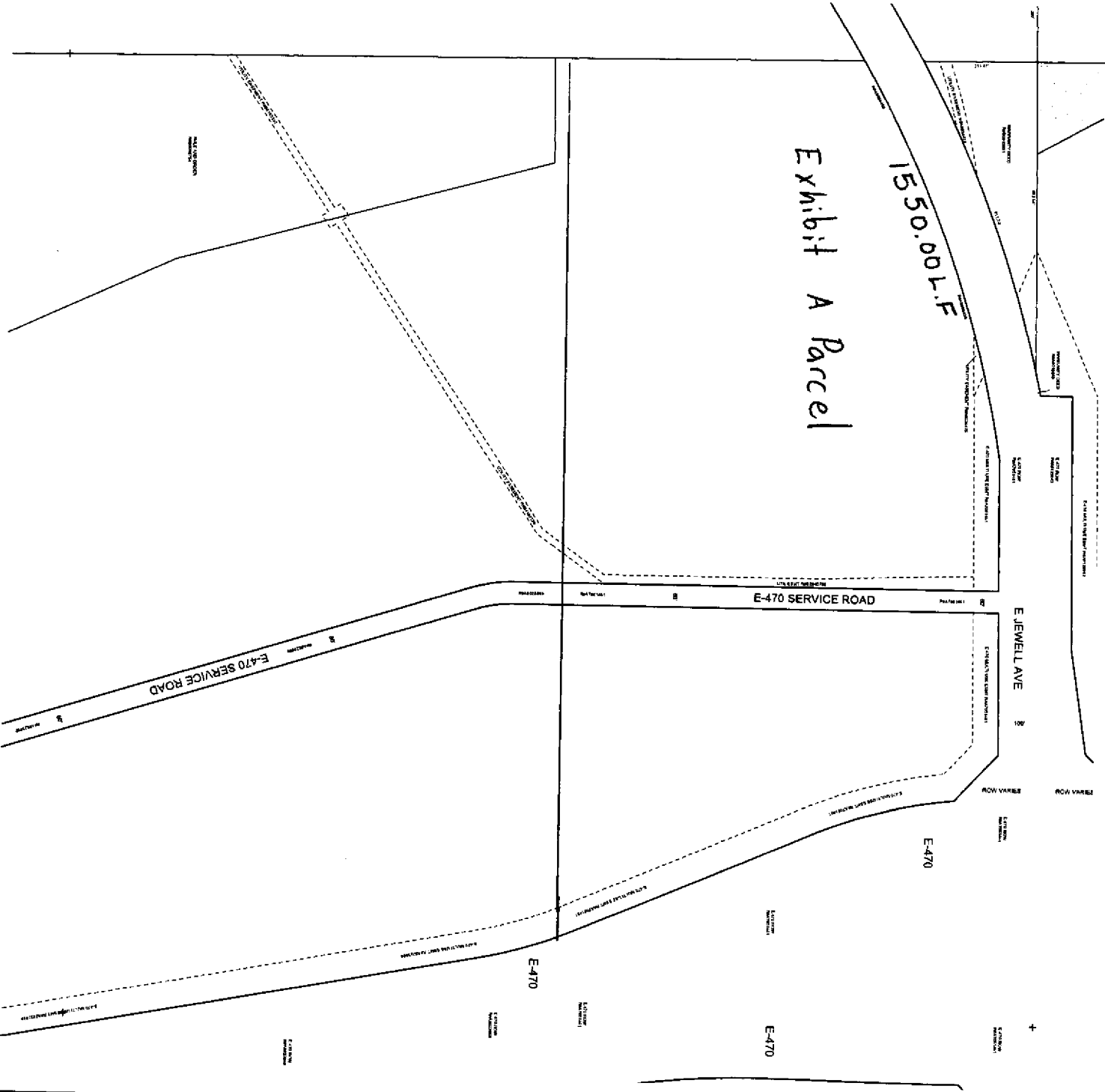
INFORMATION ON THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE CITY OF AURORA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF AURORA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF AURORA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

LEGEND:

- INSIDE AURORA
- OUTSIDE AURORA

PLOT DATE:

JAN 06, 2006



NW 1/4 SEC 25 T4S R66W

13S

PLAT



City of Aurora Public Works Department
15151 East Alameda Pkwy., Aurora, Colorado 80012, Phone 303-739-7300, Fax 303-739-7485

55



City Clerk's Office
City of Aurora
15151 E. Alameda Parkway, 1st Floor
Aurora, Colorado 80012

1600/
1.3

Arapahoe County Clerk & Recorder, Nancy A. Doty

Reception #: 86090528

Receipt #: 5286019

Recording Fee: \$16.00

Pages Recorded: 3

Date Recorded: 6/20/2006 11:13:33 AM

REVOCABLE LICENSE

06-05



The City of Aurora, Colorado a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereby grants unto Jewell Storage, LLC, Licensee, whose address is 4048 Enchantra Circle, Castle Rock, CO 80104, a Revocable License, to construct or cause to be constructed and maintained on public right-of-way and/or public easements, the following structure(s): ornamental and opaque fences, access and security gates and wood/metal sign, within Lots 1&2, block 1, The Landing At Jewell Avenue Filing Subdivision No. 1.

The Licensee hereby agrees that the construction and maintenance of said fences, gates and sign, will be in full compliance with this Revocable License and the provisions of the Aurora City Code pertaining thereto.

Licensee shall indemnify and save harmless the City, its officers, employees and agents, against any and all claims, damages, actions, or causes of action and expense to which it, or they may be subjected by reason of Licensee's installation being located within and across the property of the City or by reason of any work done or omission made by Licensee, its agents, or employees, in connection with the construction, operation, modification, replacement, maintenance, repair, or removal of Licensee's installation. If the construction of all or any part of Licensee's installation is to be performed by an independent contractor under contract with the Licensee, the Licensee shall so notify the City and shall incorporate the stipulations and conditions of this license into the contract specifications and, if required by the City, cause said independent contractor to obtain, prior to commencement of the work, an insurance policy or policies in amounts and with companies satisfactory to the City, which will protect the City from any loss or damage resulting from the work performed by the contractor.

The covenants herein contained shall run with the aforesaid property to be binding upon the grantee or successors in title of Licensee, and Licensee hereby agrees and consents that this license be recorded in the office of the County Clerk and Recorder of the County of Arapahoe.

It shall be the Licensee's sole obligation to repair and maintain said fences, gates and sign at Licensee's sole cost and expense and to adhere to conditions listed herein: none.

This License and the authority granted hereunder is conditioned upon the Licensee's contacting Utility Notification Center of Colorado, Inc. at 1-800-922-1987, and ensuring that the Licensee's contractor contacts the same, prior to the commencement of any construction.

The Licensee hereby Agrees and understands that if in fact the City, Qwest, AT&T Cable Services, Public Service Company, or any public utility with preexisting rights in the property may have cause to interrupt usage or in any way construct or reconstruct in the subject properties, it may do so at any time and without any cost to the City, or said public utilities, for replacement or refurbishment.

1.3

All rights and privileges acquired under the provisions herein contained are mere revocable licenses and may be revoked with or without cause at any time by the Director of Public Works.

Signed and delivered this 5th day of April, 2006.

Jewell Storage, LLC
4048 Enchantra Circle
Castle Rock, CO 80104

[Signature]

Licensee (must be owner of property)

STATE OF COLORADO)
County of Arapahoe) ss.

The above and foregoing instrument was subscribed and sworn to before me this 5th day of April, 2006, by

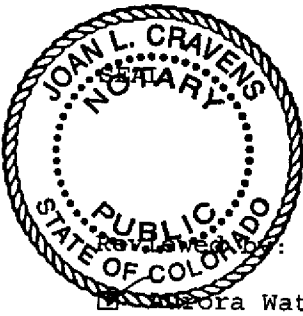
Michael S. Humphrey

My Commission expires:

8-23-2006

Witness my hand and official seal.

Joan L. Cravens
Notary Public



☒ Aurora Water

My Commission Expires

☒ Engineering

☒ Zoning

☐ Parks and Open Space

☒ Real Property

☒ SAFETY

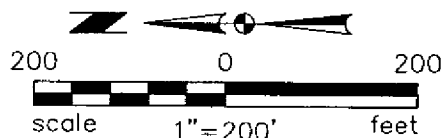
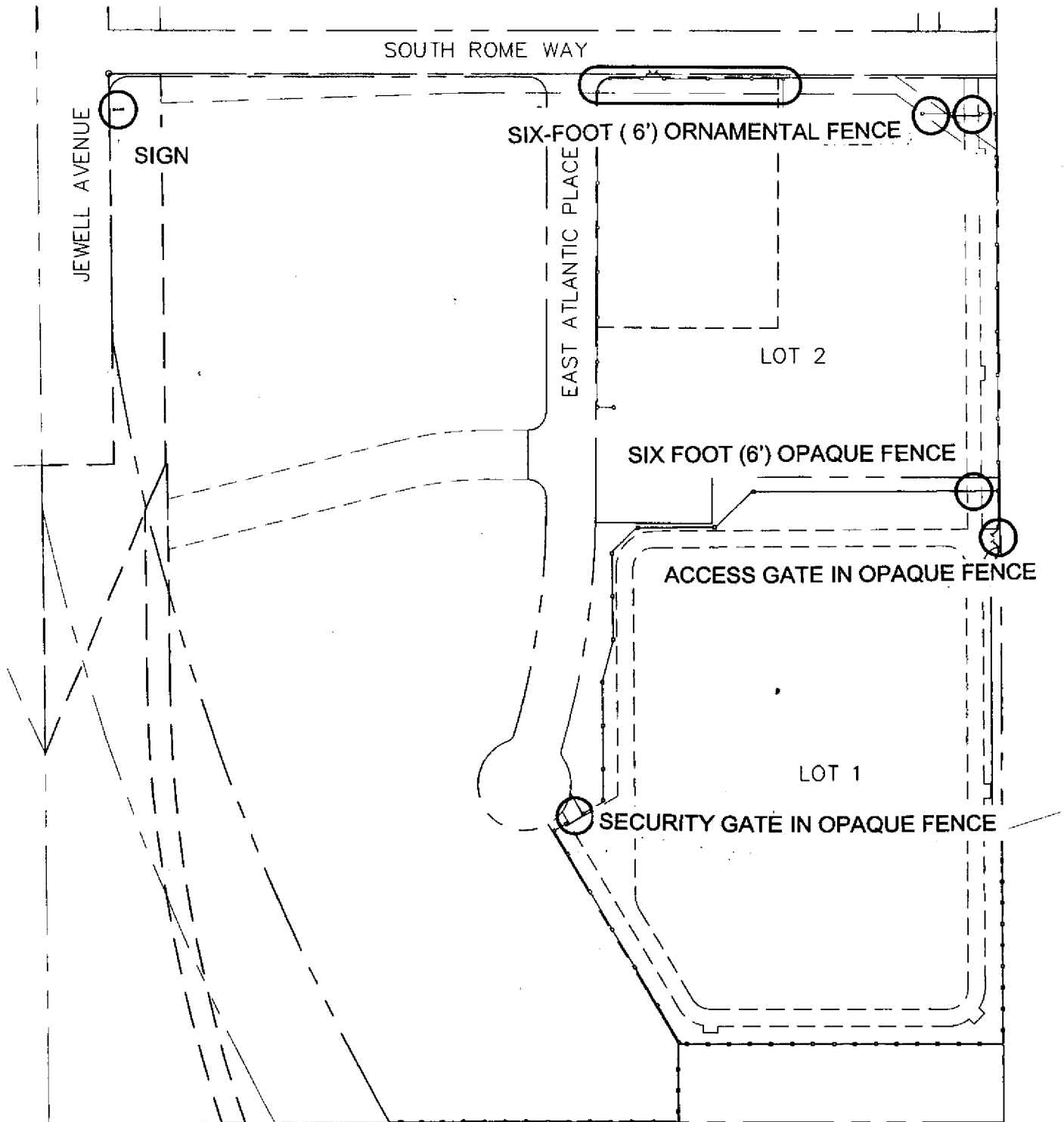
The City of Aurora, Colorado

By: [Signature]
David J. Chambers, Director of Public Works

[Signature]
Maria Martin

[Signature]
[Signature]
[Signature]

EXHIBIT THE LANDINGS AT JEWELL AVENUE EASEMENT ENCROACHMENTS



3-3

PUBLIC IMPROVEMENT PHASING AGREEMENT

This Agreement, made this 3rd day of JANUARY, 2008, by and between JEWELL STORAGE LLC, referred to as "Owner," and the City of Aurora, Colorado, a municipal corporation for the State of Colorado, hereinafter referred to as "Aurora."

WITNESSETH:

WHEREAS, the Owner is the owner of a certain lot or parcel of land situate in the County of Arapahoe and State of Colorado, to wit:

See exhibit A wherein the description is more fully set forth. Said exhibit is attached hereto and incorporated herein by reference.

WHEREAS, the Owner has an obligation to fund certain public improvements, and;

WHEREAS, the Owner desires to occupy the premises and is requesting Building Permits from Aurora without having funded such public improvements; and

WHEREAS, pursuant to City Code, Section 147-14, the City Engineer may grant approval of a subdivider's construction schedule proposal for the described public improvements; and

WHEREAS, the City Engineer has determined that the public improvements described below are not necessitated at the present time, but may be required at any time in the future after signal warrants are met.

NOW, THEREFORE, in consideration of the foregoing premises and further consideration of Aurora deferring the financing of public improvements, IT IS AGREED:

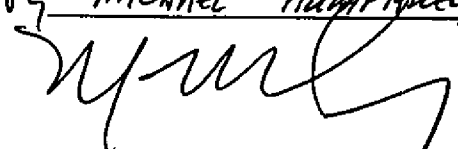
1. That the Owner shall fund 25% percent of all costs to install a traffic signal at the intersection of Rome Way and Jewell Avenue. Such costs may be delayed in collection by the City; however, such delay for collections shall not be considered as a waiver by the City to collect nor may the Owner consider a delay to be subject to laches.
2. That Aurora shall issue the Building Permits requested.

3. That the Owner, for itself, its heirs, successors, and assigns, agrees with Aurora that at such time as Aurora gives written notice to Owner, it shall, within six (6) months thereafter, deposit with Aurora sufficient funds, as described above, for the installation of said public improvements. Aurora may issue said notice at any time.
4. Failure of the Owner to respond and comply (as defined in the City Code Section 147-14) with the notice given by Aurora to deposit with Aurora sufficient funds for the installation of the public improvements requested, shall constitute the Owner's consent to Aurora's pursuit of one or more of the following remedies:
 - A. Application of the funds which are payable or due the City to the construction of said public improvements or institute suit in any court of competent jurisdiction to obtain the amount which may be due and owing to it, either on any method of security, breach of contract, or such other remedy as may be appropriate.
 - B. Suspension of all existing building permits for remaining portions in the subdivision.
 - C. Refusal to issue any further water tap permits for the subdivision.
 - D. Suspension of the water supply for all unoccupied buildings in the subdivision.
 - E. Refusal to issue further certificates of occupancy for the subdivision.
 - F. Suspension of certificates of occupancy for all unoccupied buildings in the subdivision.
 - G. Suspension of the license of the builder, contractor, or subdivider.
5. This Agreement shall be recorded with the Clerk and Recorder of Arapahoe County, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

26

IN WITNESS WHEREOF, the undersigned Owners have caused their names to be hereunto subscribed this 3rd day of JANUARY, 2008.

Owner JEWELL STORAGE LLC

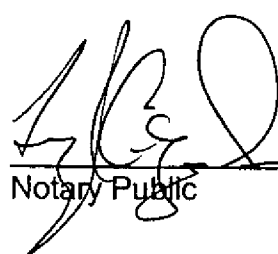
by MICHAEL HUMPHREY


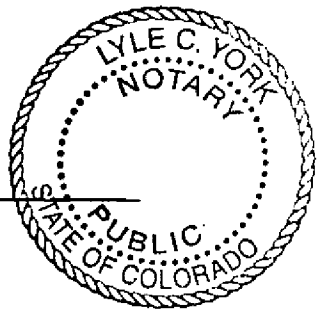
STATE OF COLORADO)
County of Arapahoe) ss.

The foregoing Agreement was acknowledged before me this 3rd day of JANUARY, 2008, by Michael Humphrey.

Witness my hand and official seal.

My Commission Expires
01/18/2011



Notary Public

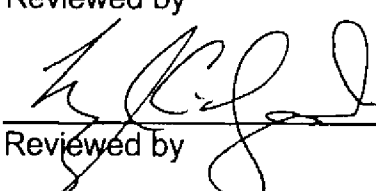


My Commission expires: _____

CITY OF AURORA:


Director of Public Works


Reviewed by


Reviewed by

N/A
Approved as to form

**LEGAL DESCRIPTION
PARCEL PA-4**

A parcel of land, situated in the North Half of the North Half of Section 25, Township 4 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description bearings are referenced to the North line of the NW1/4 of Section 25 having a bearing of N89°20'58"E as controlled by the following described monuments - WESTERLY TERMINUS: No. 6 rebar with 2" aluminum cap in range box stamped PLS 24960. EASTERLY TERMINUS: 3.25" aluminum cap in range box stamped PLS 24313. Said bearings are in accordance with that document recorded at Reception No. A7051461, Arapahoe County records.

Commencing at the North Quarter corner of said Section 25;

Thence South 84°40'13" West, 1225.85 feet, to a point on the westerly line of The Landings at Jewell Avenue Subdivision Filing No. 1 and the **True Point of Beginning**;

Thence southeasterly along the arc of a curve to the right, the radial line to the center point bears South 00°39'02" East a radius of 25.00 feet, through a central angle of 90°39'02", a distance of 39.55 feet, whose chord bears South 45°19'31" East a length of 35.56 feet, along said westerly line;

Thence South 00°00'00" West, 551.36 feet, along said westerly line to the northerly right-of-way line of proposed E. Atlantic Place and a point of tangent curvature;

Thence along said northerly right-of-way line the following three (3) courses;

1. Southwesterly along the arc of a curve to the right, the radial line to the center point bears West a radius of 25.00 feet, thru a central angle of 90°00'00", an arc length of 39.27 feet, whose chord bears South 45°00'00" West a length of 35.36 feet;
2. South 90°00'00" West, 437.00 feet, to a point of tangent curvature;
3. Northwesterly along the arc of a curve to the right, the radial line to the center point bears North a radius of 25.00 feet, thru a central angle of 90°00'00", an arc length of 39.27 feet, whose chord bears North 45°00'00" West a length of 35.36 feet, to the east line of an existing utility easement dedicated to the City of Aurora;

Thence along said east line the following three (3) courses;

1. North 00°00'00" West, 54.64 feet, to a point of tangent curvature;
2. Northerly along the arc of a curve to the left, the radial line to the center point bears West a radius of 534.00 feet, thru a central angle of 14°19'55", an arc length of 133.57 feet, whose chord bears North 07°09'57" West a length of 133.23 feet;
3. North 14°19'55" West, 351.76 feet, to the southerly right-of-way line of Jewell Avenue and a point of non tangent curvature;

Thence easterly along said southerly right-of-way line, along the arc of a curve to the right, the radial line to the center point bears South 13°09'20" East, a radius of 3,117.00 feet, thru a central angle of 04°20'05", an arc length of 235.81 feet, whose chord bears North 79°00'43" East a length of 235.76 feet;
Thence North 89°20'58" East, 333.99 feet, along said southerly right-of-way line to the **True Point of Beginning**.

Containing 312.386 square feet or 7.1714 acres, more or less.

I hereby certify that the above legal description was prepared under my direct supervision.



WSSI Job No. . 20424-001.4
Date: May 10, 2006
For and on Behalf of
Western States Surveying, Inc
12753 S. Parker Road, Suite 205
Parker, CO 80134
(303) 841-7436
Thomas F. Phalin, PLS 23516

Notice: According to Colorado law you must commence any legal actions based upon a defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

5-6

EXHIBIT

NW CORNER SECTION 25
FOUND NO. 6 REBAR WITH
2" ALUMINUM CAP STAMPED
LS 24960 - 1994

NORTH LINE OF THE NW 1/4
OF SECTION 25

N89°20'58"E 2644.20'
(BASIS OF BEARING)

T.P.O.B.

P.O.C.
N1/4 CORNER SECTION 25
FOUND NO. 3.25" ALUMINUM CAP
STAMPED PLS 24313 - 1999

S84°40'13"W
1225.85'

JEWELL AVENUE
N89°20'58"E 333.99'

PARCEL PA-3

R=3117.00'
D=04°20'05"
L=235.81'
CD=N79°00'43"E
LC=235.76'

R=25.00'
Δ=90°39'02"
L=39.55'
CD=S45°19'31"E
LC=35.56'

PARCEL PA-4
312,386 SF
7.1714 ACRES

R=534.00'
D=14°19'55"
L=133.57'
CD=N07°09'57"W
LC=133.23'

R=25.00' Δ=90°00'00" L=39.27'
CD=S45°00'00"W LC=35.36'

N00°00'00"W
54.64'

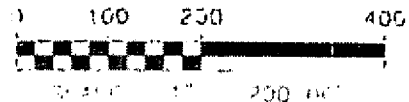
E. ATLANTIC PLACE

S90°00'00"W
437.00'

S. ROME WAY

EAST LINE OF THE NW 1/4 OF SECTION 25

SE COR N1/2 NW1/4 SEC.
25 SET NO. 6 REBAR WITH
2" ALUMINUM CAP STAMPED
PLS 23516 - 2005



Western States
SURVEYING, Inc.

12251 S.D. CASTER ROAD, SUITE 209
PAPER, CO 80174-3425 TEL: 303-741-2430

NOTE: THIS DRAWING NOT BEING
A MONUMENTED SURVEY, IT IS
INTENDED ONLY TO REPEAT THE
ATTACHED DESCRIPTION.

OWNER:

JEWELL STORAGE, LLC
PARCEL PA-4

CALC. TFP DATE: 05/10/06

DRWN: CFS COMMIT. NO.

JOB NO. 20424-001.4

DWG. NAME: PA-4

SHEET 3 OF 3

AREA OF PARCELS 312,386 SF

7.1714 ACRES

66

Rtn to:

MICHAEL S HUMPHREY
2790 ELK CANYON CIRCLE

SEDALIA, CO 80135

AVIGATION EASEMENT

That the undersigned owners of lot(s) or parcel(s) of ground situated and being in the County of Arapahoe, State of Colorado, and more particularly described as follows:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 25 HAVING A BEARING OF N89°20'58"E AS CONTROLLED BY THE FOLLOWING DESCRIBED MONUMENTS - WESTERLY TERMINUS: NO. 6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX STAMPED PLS 24960. EASTERLY TERMINUS: 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 24313. SAID BEARINGS ARE IN ACCORDANCE WITH THAT DOCUMENT RECORDED AT RECEPTION NO. A7051461, ARAPAHOE COUNTY RECORDS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 25;
THENCE NORTH 00°26'24" WEST, A DISTANCE OF 450.35 FEET, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 25 TO THE NORTHERLY LOT LINE OF TRACT A THE LANDINGS AT JEWELL AVENUE SUBDIVISION FILING NO. 1 TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°26'24" WEST, A DISTANCE OF 398.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF E. JEWELL AVENUE REC.EPTION NO. A9080450;
THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 10°44'04", A RADIUS OF 3117.00 FEET, AN ARC OF 583.97 FEET AND A CHORD WHICH BEARS NORTH 65°15'13" EAST, A DISTANCE OF 583.11 FEET;
THENCE SOUTH 19°22'45"E EAST, A DISTANCE OF 137.22 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 151.28 FEET;
THENCE SOUTH 15°37'32" EAST, A DISTANCE OF 139.16 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 00°07'04", A RADIUS OF 1166.00 FEET, AN ARC OF 2.40 FEET AND A CHORD WHICH BEARS SOUTH 74°18'56" EAST, A DISTANCE OF 2.40 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 54°36'15", A RADIUS OF 11.00 FEET, AN ARC OF 10.48 FEET AND A CHORD WHICH BEARS SOUTH 46°57'16" EAST, A DISTANCE OF 10.09 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 286°14'00", A RADIUS OF 64.00 FEET, AN ARC OF 319.73 FEET AND A CHORD WHICH BEARS SOUTH 17°13'51" WEST, A DISTANCE OF 76.82 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 51°44'12", A RADIUS OF 11.00 FEET, AN ARC OF 9.93 FEET AND A CHORD WHICH BEARS SOUTH 79°58'57" WEST, A DISTANCE OF 9.60 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA 14°50'35", A RADIUS OF 1234.00 FEET, AN ARC OF 319.68 FEET AND A CHORD WHICH BEARS SOUTH 81°34'14" EAST, A DISTANCE OF 318.79 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 160.19 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 65.17 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 397.43 FEET;
THENCE SOUTH 89°23'06" WEST, A DISTANCE OF 780.89 FEET;
THENCE NORTH 00°26'24" WEST, A DISTANCE OF 450.35 FEET;
THENCE SOUTH 89°28'19" WEST, A DISTANCE OF 107.79 FEET TO THE
POINT OF BEGINNING.

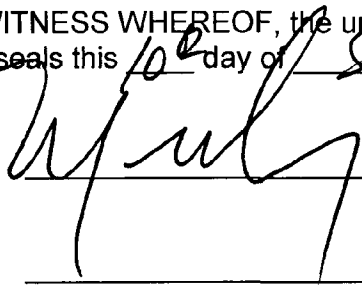
CONTAINING 15.28 ACRES OR 665,513.026 SQUARE FEET.

For themselves, their heirs, successors, administrators and assigns, agree with THE CITY OF AURORA, COLORADO, the STATE OF COLORADO and the UNITED STATES OF AMERICA, or any other governmental agency or department of any of the aforesated political entities or political subdivisions, that the owners or occupants of the lands herein described shall have no right or cause of action, either in law or in equity, for damages or injury to any person or property arising out of or resulting directly or indirectly, from the overflight of aircraft, or for damages or injury to any person or property resulting from any noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft overflights provided, that nothing contained in the foregoing easement shall divest the owners or occupants, their heirs, successors administrators or assigns, of any right or cause of action for damages to any person or property resulting from the negligent operation of aircraft overflights over the described premises at any altitude above ground level.

The undersigned for themselves, their heirs, administrators, executors, successors and assigns, hereby further grant, bargain, sell, and convey unto THE CITY OF AURORA, COLORADO (Grantee), its successors and assigns, for the use and benefit of the public, an easement and right-of-way, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device now know or hereafter invented, used, or designated for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the surface of Grantor's Property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise, vibration, and all other effects that may be caused by the operation of aircraft, and Grantor hereby waives, remises, and releases any right or cause of action which he now has nor which he may have in the future against Grantee, its successors and assigns, due to such noise, vibration, and other effects that may be caused by such operation of aircraft.

These easements shall run with the land and shall be binding upon each and every property owner owning any of the lands herein described. THE CITY OF AURORA, COLORADO, is hereby nominated as agent for all purposes regarding the enforcement or removal of the within easement.

IN WITNESS WHEREOF, the undersigned owners have hereunto placed their hands
and seals this 10th day of SEPTEMBER, A.D. 2011.



ATTEST:

STATE OF COLORADO)

) ss.

COUNTY OF Jefferson)

The foregoing easement was subscribed and sworn to before me this 12th
day of

September, A.D. 2011, by

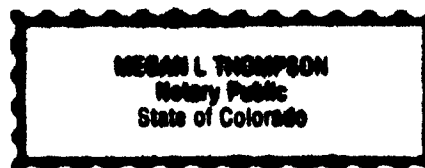
Michael S. Humphrey and

OWNERS.

Business Address: 2790 Elk Canyon Cir.
Sedalia, CO 80135

My Commission Expires: 4/21/2013





PROPERTY DESCRIPTION:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 25 HAVING A BEARING OF N89°20'58"E AS CONTROLLED BY THE FOLLOWING DESCRIBED MONUMENTS - WESTERLY TERMINUS; NO. 6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX STAMPED PLS 24960. EASTERLY TERMINUS: 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 24313. SAID BEARINGS ARE IN ACCORDANCE WITH THAT DOCUMENT RECORDED AT REC'D. SAID BEARINGS ARE IN ACCORDANCE WITH THAT DOCUMENT RECORDED AT REC'D. NO. A7051461, ARAPAHOE COUNTY.

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE NORTH 1/4 OF SAID SECTION 25;

THENCE NORTH 02°26'24" WEST, A DISTANCE OF 450.35 FEET, ALONG THE WEST LINE OF SAID SECTION 25 TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE NORTH 1/4 OF SAID SECTION 25;

THENCE NORTH 89°26'24" WEST, A DISTANCE OF 450.35 FEET, ALONG THE WEST LINE OF TRACT 1, THE LANDS OF AT LEAST LEVEL SUBDIVISION TRING NO. 1, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 02°26'24" WEST, A DISTANCE OF 388.22 FEET TO THE SOUTHERLY EXTENSION OF THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02°26'24" WEST, A DISTANCE OF 388.22 FEET TO THE SOUTHERLY EXTENSION OF THE TRUE POINT OF BEGINNING;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 104°04'04", A RADIUS OF 3117.00 FEET, AN ARC OF 563.97 FEET AND A CHORD WHICH BEARS NORTH 85°15'13" EAST, A DISTANCE OF 583.11 FEET;

THENCE SOUTH 89°26'24" WEST, A DISTANCE OF 137.22 FEET;

THENCE SOUTH 89°26'24" WEST, A DISTANCE OF 137.22 FEET;

THENCE SOUTH 89°26'24" WEST, A DISTANCE OF 137.22 FEET;

THENCE SOUTH 153°27'30" EAST, A DISTANCE OF 139.16 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 200°07'04", A RADIUS OF 1166.00 FEET, AN ARC OF 2.40 FEET AND A CHORD WHICH BEARS SOUTH 89°26'24" WEST, A DISTANCE OF 2.40 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 54°36'15", A RADIUS OF 11.00 FEET, AN ARC OF 10.48 FEET AND A CHORD WHICH BEARS SOUTH 89°26'24" WEST, A DISTANCE OF 10.69 FEET;

THENCE SOUTH 89°26'24" WEST, A DISTANCE OF 10.69 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 200°04'10", A RADIUS OF 1747.33 FEET, AN ARC OF 76.82 FEET AND A CHORD WHICH BEARS SOUTH 89°26'24" WEST, A DISTANCE OF 76.82 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 51°24'41", A RADIUS OF 10.00 FEET, AN ARC OF 9.83 FEET AND A CHORD WHICH BEARS SOUTH 89°26'24" WEST, A DISTANCE OF 9.83 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 14°50'35", A RADIUS OF 1233.00 FEET, AN ARC OF 319.68 FEET AND A CHORD WHICH BEARS SOUTH 89°26'24" WEST, A DISTANCE OF 319.68 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 51°24'41", A RADIUS OF 10.00 FEET, AN ARC OF 9.83 FEET AND A CHORD WHICH BEARS SOUTH 89°26'24" WEST, A DISTANCE OF 9.83 FEET;

THENCE SOUTH 02°26'24" WEST, A DISTANCE OF 65.17 FEET;

THENCE SOUTH 02°26'24" WEST, A DISTANCE OF 65.17 FEET;

THENCE SOUTH 02°26'24" WEST, A DISTANCE OF 65.17 FEET;

THENCE SOUTH 02°26'24" WEST, A DISTANCE OF 65.17 FEET;

THENCE NORTH 02°26'24" WEST, A DISTANCE OF 400.75 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 02°26'24" WEST, A DISTANCE OF 107.75 FEET TO THE POINT OF BEGINNING;

CONTAINING 15.28 ACRES OR 665,513.026 SQUARE FEET.

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA, ILLINOIS, SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, THEREOF:

THE CITY OF AURORA, ILLINOIS, RESERVES THE RIGHT TO REVOKE OR WITHDRAW, OR AMENDMENT OF THIS PLANS MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS WHEREOF, JENELL STORAGE, LLC., HAS CAUSED THESE
PRESENTS TO BE EXECUTED THIS 18 DAY OF November AD. 2011

BY: Mike Humphrey MIKE HUMPHREY, MANAGER

CORPORATE SEAL

STATE OF COLORADO
COUNTY OF Jefferson

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY
OF November AD. 2011 BY

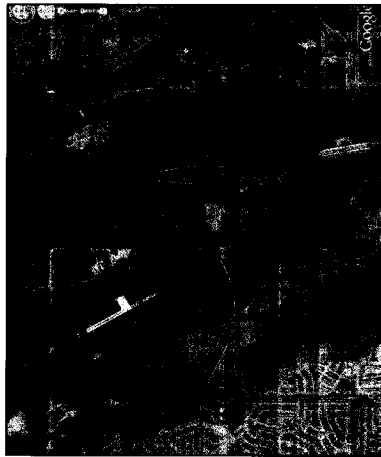
MIKE HILBERT, MANAGER

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY
SEAL

(NOTARY PUBLIC)
MY COMMISSION EXPIRES 4/21/13
NOTARY BUSINESS ADDRESS: 290 Elk Canyon Cir.
Salt Lake City, UT 84143

EXCELLENCE IN EDUCATION
MAKING A DIFFERENCE
STATE OF OREGON



VICINITY MAP
SCALE: 1"=2000'

DATA:

LAND AREA WITHIN PROPERTY LINES
GROSS FLOOR AREA
NUMBER OF BUILDINGS
MAXIMUM HEIGHT OF BUILDINGS
TOTAL BUILDING COVERAGE
HARD SURFACE AREA
LANDSCAPE AREA
PRESENT ZONING CLASSIFICATION
PERMITTED MAXIMUM SIGN AREA
PROPOSED TOTAL SIGN AREA
PROPOSED NUMBER OF SIGNS
PARKING SPACES REQUIRED
PARKING SPACES PROVIDED
HANDICAP PARKING SPACES REQUIRED
HANDICAP PARKING SPACES PROVIDED
LOADING SPACES REQUIRED
LOADING SPACES PROVIDED
TRUCK STORAGE SPACES PROVIDED

[illegible]

RECORDED'S CERTIFICATE:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORD OF
COLORADO AT 1:49 O'CLOCK P. M. THIS 28TH DAY OF November AD. 2014
CLERK AND RECORD: Mary Duty Deputy: Lisa Shaw
Receptionist: D. Mitchell Pg. 44-49
PROJECT BENCHMARK

PROJECT BENCHMARK:

CITY OF AURORA #. 17-072.5 A 3" DIAMETER BRASS CAP
ATOP A 30" LONG STEEL PIPE SET IN CONCRETE 1/4 MILE
SOUTH OF THE CORNER TO THE SECTIONS 23-26, TOWNSHIP 4
SOUTH, RANGE 66 WEST. MONUMENT ON EAST SIDE OF
NORTH-SOUTH BAREWARE FENCE (PICADILLY ROAD EXTENDED).

ELEVATION: 5714.81 PER AURORA
NAVD 88 ELEVATION = 5717.85

AMENDMENTS

DATE: 07/05/11
JOB NO: 11.41
DRAWN BY: RF
APPROVED:
CADD: RF

1A
1/6

THE LANDINGS AT JEWELL AVENUE
CONTEXTUAL SITE PLAN
COVER SHEET

DEVELOPER
JEWELL STORAGE, I.L.C.
2790 ELK CANYON CIRCLE
SEDALJA, CO 80135
PHONE: (303) 594-1194
FAX: (303) 660-3685
CONTACT: MIKE HUMPHREY

Peak
Civil Consultants
50 W. HAMPTON AVE., SUITE 230
DENVER, COLORADO 80210
PH: 720.855.3459
FAX: 720.855.3860
CONTACT: JEFF FRENCH

NO.	REVISION	DATE	BY
1	PER CITY COMMENTS	08/30/11	RF

SHEET INDEX

1A COVER SHEET

2A NOTES

3A SITE PLAN

4A CONTEXTUAL

CONTEXTUAL

6A CONTEXTUAL

CITY OF AURORA APPROVALS:

CITY ATTORNEY:

PLANNING DIRECTOR: Plot 4/2/2011 DATE: 11/17/2011

PLANNING COMMISSION: N/A

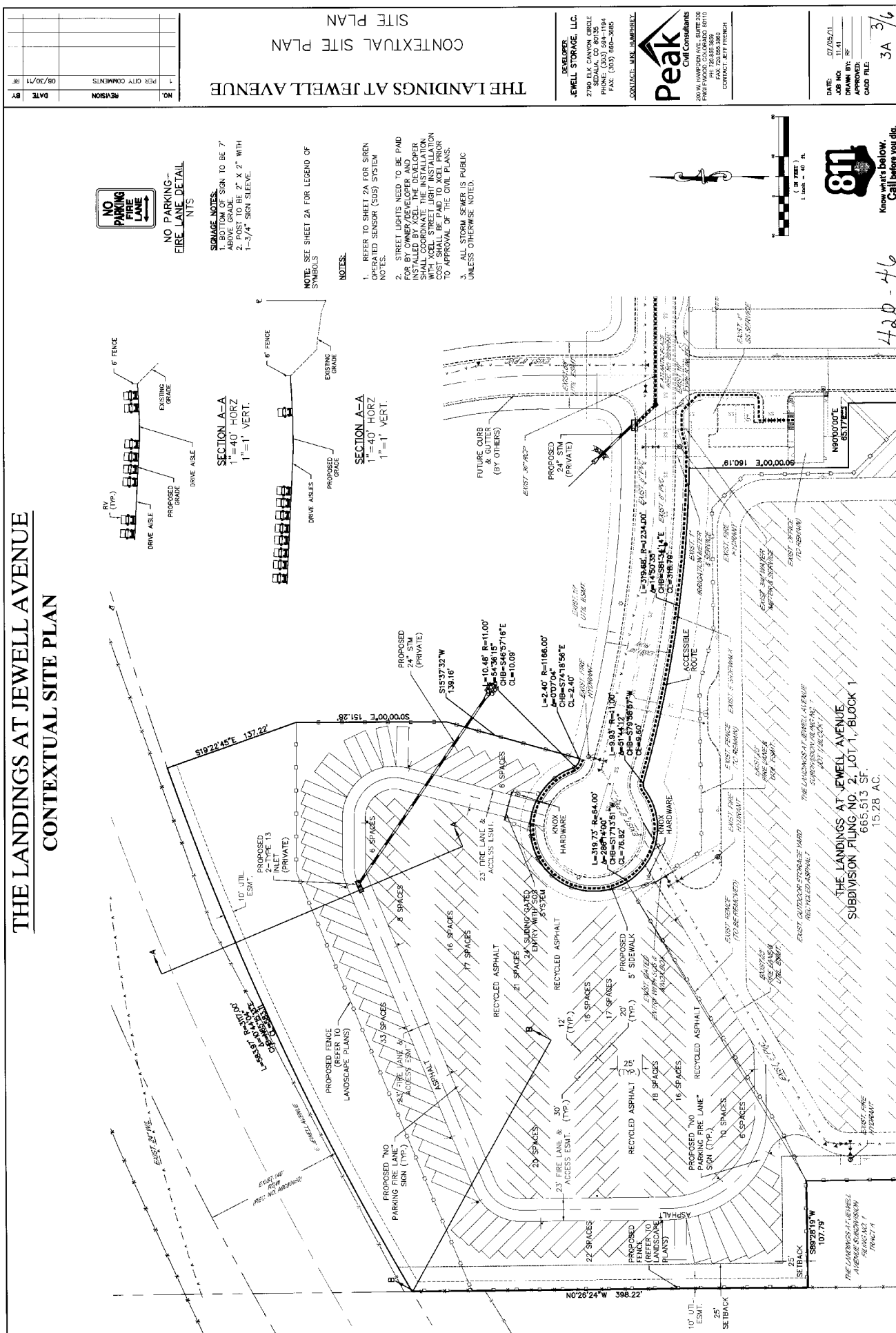
CITY COUNCIL: N/A DATE: N/A

ATTEST. N/A DATE: N/A

DATABASE APPROVAL DATE

420-44

**THE LANDINGS AT JEWELL AVENUE
CONTEXTUAL SITE PLAN**



**Know what's below.
Call before you dig.**

420.46

DATE: 07/05/11
JOB NO: 11.41
DRAWN BY: RF
APPROVED:
CADD FILE: 3A 3/6

DEVELOPER
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7790 ELK CANYON CIRCLE
SEDALIA, CO 80135
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FAX: (303) 660-3685
CONTACT: MIKE HUMPHREY

Peak
Civil Consultants
10-W. HAMPTON AVE., SUITE 200
DENVER, COLORADO 80110
PH: 720-855-3659
FAX: 720-855-3680
CONTACT: JEFF FRENCH

THE LANDINGS AT JEWELL AVENUE
CONTEXTUAL SITE PLAN
SITE PLAN

[illegible]

NO.	REVISION	DATE	BY
		07/12/11	

THE LANDINGS AT JEWELL AVENUE CONTEXTUAL LANDSCAPE PLAN

DESIGNED BY:
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2790 ELK CANYON CIRCLE
PHOENIX, AZ 85028
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FAX: (602) 951-3685

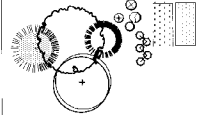
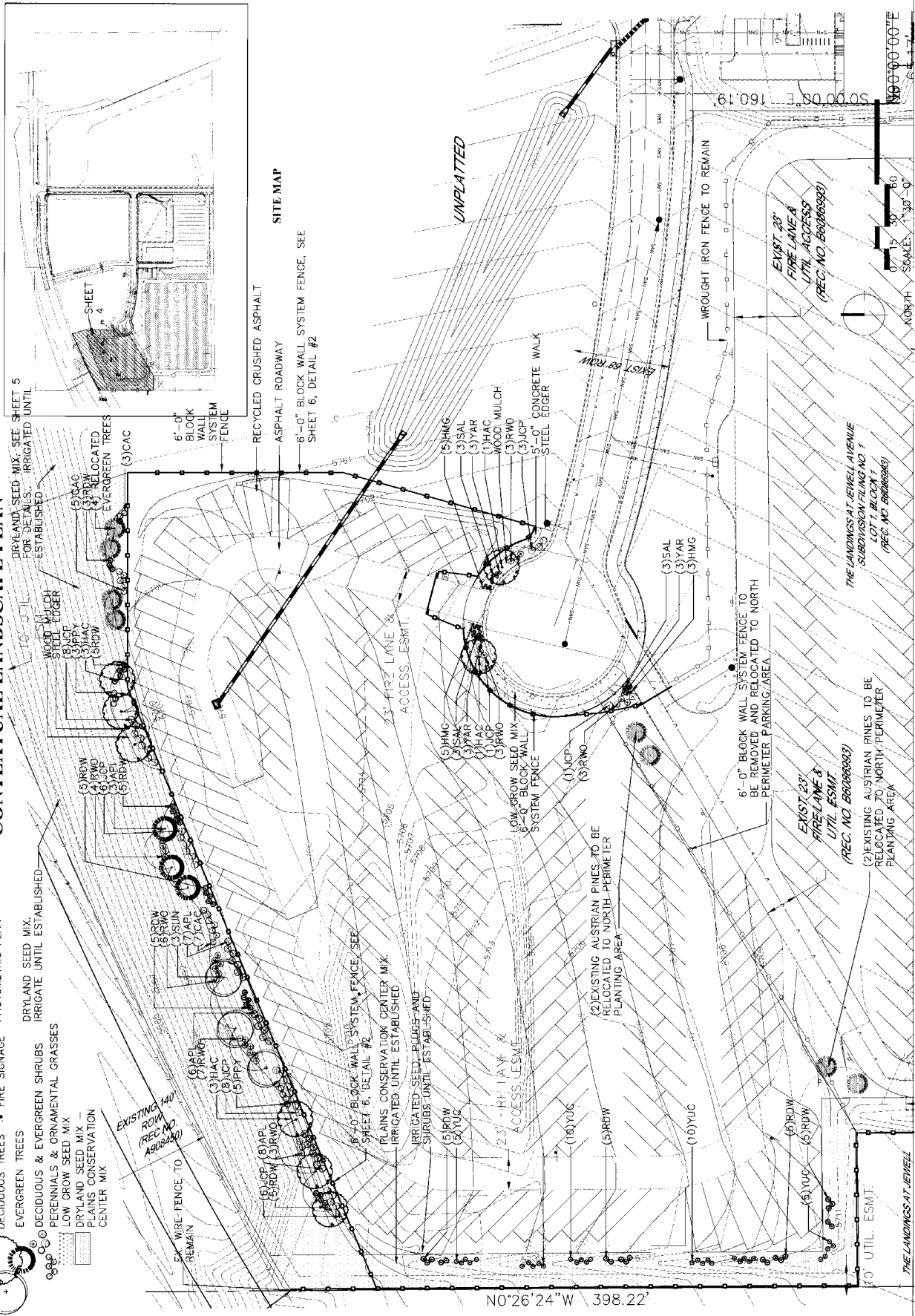
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DATE: 06/28/11	SCALE: 1"=40'
DRAWN BY: JWF	APPROVED: JWF
CADD FILE: 4A	

THE LANDINGS AT JEWELL AVENUE CONTEXTUAL LANDSCAPE PLAN

- LEGEND**
- RELOCATED EVERGREEN TREES
 - DECIDUOUS TREES • FIRE SIGNAGE
 - EVERGREEN TREES
 - DRYLAND SEED MIX
 - PERENNIALS & ORNAMENTAL GRASSES
 - LOW GROW SEED MIX
 - DRYLAND SEED MIX - PLAINS CONSERVATION CENTER MIX
 - IRRIGATE UNTIL ESTABLISHED
 - IRRIGATE UNTIL ESTABLISHED



NOT FOR CONSTRUCTION

420-47

THE LANDINGS AT JEWELL AVENUE

CONTEXTUAL LANDSCAPE PLAN

NOT FOR CONSTRUCTION

PLANT SCHEDULE

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE & CONDITION	DESCRIPTION	WATER USE
8	HAC	Cellis occidentalis	Hackberry, Western	2.5" cal. 60"	40'	L
1	SUN	Gleditsia triacanthos inermis 'Surburst'	Sourburst, Surburst	2.5" cal. 35"	30'	L
1	Evergreen	Shrub				
3	API	Pinus nigra	Austrian Pine	6'lt.	50'-20'	L
21	APL	Calceola paradoxa	Apache Plume	5 Gal.	5'-5'	L
15	CAC	C. luteus	Catalpa, Peking	5 Gal.	10'-5'	L
8	PPY	Caragana pygmaea	Pygmy	5 Gal.	3'-4'	L
48	RWD	Chrysothamnus	Rabbitbrush, Dwarf	5 Gal.	2'-3'	L
29	RWD	Rosa woodsii	Rose, Woods	5 Gal.	4'-4'	L
30	YUC	Yucca glauca	Sageweed	5 Gal.	3'-3'	L
1	Evergreen	Shrub				
33	JCP	Juniperus x media 'Pfitzeriana Compacta'	Juniper, Compact Pfitzer	5 gal.	4'-5'	L
1	Perennials	/ Ornamental Grasses (24" O.C.)				
9	SAL	S. sylvestris x 'Mairmont'	Salvia, May Night	1 Gc.	24"-18"	L
9	YAK	Achillea 'Moonshine'	Yarrow, Moonshine	1 Gc.	24"-24"	-
13	HMG	Panicum virgatum 'Heavy Metal'	Grass, Heavy Metal	1 Gc.	3'-18"	-
1	Existing	/ Relocated Evergreen Trees				
4	API	Pinus nigra	Austrian Pine			

NOTES:

- ALL AREAS TO BE SODDED OR SEEDED SHALL BE PREPARED WITH AN APPLICATION OF 4 CUBIC YARDS OF APPROVED MATERIAL PER 1,000 S.F. TILLED INTO THE TOP 6" OF EXISTING SOIL EXCLUDING NATIVE SEED AREAS. WHICH SHALL RECEIVE 6"-8" TOPSOIL FROM SITE.
- FREE STANDING LIGHTS WITHIN THE PARKING LOT SHALL BE POLE LIGHTS AND ARE SHOWN ON THE LANDSCAPE PLAN AND THE PHOTOMETRIC PLAN.
- THE MATERIALS OF THE LANDSCAPE ARE AS FOLLOWS: WALKS ON THE SITE SHALL BE CONCRETE; PARKING LOT SHALL BE RECYCLED ASPHALT AND VEHICULAR DRIVES SHALL BE ASPHALT.
- ALL UTILITY EASEMENTS SHALL REMAIN UNDISTURBED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY. SEE ENGINEERING DRAWINGS.
- THE DRYTOPPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LIGHTS AND MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR THEREAFTER. ALL LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF AURORA'S LIGHTING REGULATIONS. THE CITY OF AURORA SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE LIGHTS.
- ALL LANDSCAPED AREAS AND PLANT MATERIAL EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE AND DRYLAND GRASSES, SHALL COMPLY WITH REQUIREMENTS FOUND IN SEC. 148-1429 AND/OR SEC. 146-1435 MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
- LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS, FIRE DEPARTMENT EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISSEMINABLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS. A 5' FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
- LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).
- IF ROOTS GREATER THAN 12" IN DIAMETER REQUIRE REMOVAL, A CLEAN CUT SHALL BE ACCORDING TO THE CITY OF AURORA'S TREE REMOVAL ORDINANCE. MAXIMUM OF TWO 3-INCH DIAMETER ROOTS PER TREE PERMITTED FOR REMOVAL. THE REMOVAL OF ADDITIONAL ROOTS, 3 INCHES OR GREATER IN DIAMETER, REQUIRES APPROVAL OF THE CITY FORESTER OR DESIGNEE.
- THE REMOVAL SHALL BE ACCOMPLISHED BEFORE CONSTRUCTION BEGINS. A PROFESSIONAL COMPANY THAT IS LICENSED BY THE CITY OF AURORA FORESTRY DIVISION SHALL COMPLETE ALL PRUNING.
- DESIGNATE CONCRETE WASHOUT AREAS. THESE AREAS SHALL NOT FLOW INTO OR ACROSS THE TREE PROTECTION ZONE.

SEED MIXES

LOW GROW SEED MIX FOR AREA NEXT TO CUL-DE-SAC - 857 s.f.
IRRIGATE UNTIL ESTABLISHED 40 PLS#/ACRE 12"-24" HEIGHT
WESTERN WHEATGRASS 12 LBS.
DWARF PERENNIAL RYEGRASS 10 LBS.
SR3200 BLUE FESCUE 8 LBS.
RUEBENS CANADA BLUEGRASS FALL 6 LBS.
CHRWINGS FESCUE 4 LBS.

PLAINS CONSERVATION CENTER DRYLAND MIX JEWELL AVE. FRONTAGE 12"-24" HEIGHT
52,539 s.f.
IRRIGATE UNTIL ESTABLISHED
30 PLS#/AC 7.5 LBS.
WESTERN WHEATGRASS 'ARRIBA' 2 LBS.
BLUE GRAMA 'LOVINGTON' 4.5 LBS.
SIDEWATER GRAMA 'VAUGHN' 4.5 LBS.
BUFFALOGRASS 'SHARPE IMPROVED' 1.5 LBS.
SAND DROPSSEED NATIVE

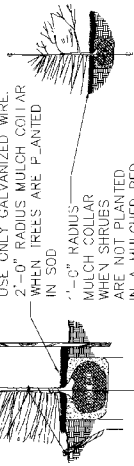
PLUGS:
250 WESTERN WHEATGRASS
450 BLUE GRAMA
150 SIDEWATER GRAMA
150 BUFFALOGRASS
0 SAND DROPSSEED

SEED SHALL BE SPREAD UNIFORM Y. IN A CONTINUOUS BLANKET
50% OF MULCH BY WEIGHT SHALL BE TEN INCHES OR LONGER
SPREAD BY HAND OR BLOWER-TYPE MULCH SPREADER
ANCHOR MULCH SAME DAY OF SEEDING

FALL SEEDING (MID-OCTOBER UNTIL SNOW COVER OR FROZEN SOIL PRECIPITATES PREVENTING)
WINTER WHEAT 5 LBS/PLS/AC OR REGREEN 5 LBS/AC
TOTAL SEED = 53,396 S.F. - 23%

DO NOT CUT CENTRAL LEADER PRUNE ALL DEAD WOOD PRIOR TO PLANTING.

SUPPORT WIRE TO BE GALVANIZED ATTACH TO TREE WITH 2" CLOTH BAND OR APPROVED EQUAL.
CUT AND REMOVE BURLAP FROM TOP AND SIDES OF ROOT BALL. REMOVE ALL WIRE BASKETS AND NYLON TIES.
STAKE DECIDUOUS TREES AS SHOWN WITH 2'-6" LONG STEEL STAKES AT 180 DEGREES. EXTEND STAKES 30" INTO GROUND. STAKE FIVEGRASS TREES AS SHOWN WITH 3'-2" LONG STEEL STAKES AT 120 DEGREES.
USE ONLY GALVANIZED WIRE.
2'-0" RADIUS MULCH COLLAR WHEN TREES ARE PLANTED IN 500
1'-0" RADIUS MULCH COLLAR WHEN SHRUBS ARE NOT PLANTED IN A MULCHED BED.



1 PLANTING DETAIL

Scale: N.T.S.

420-48

5A

THE LANDINGS AT JEWELL AVENUE
CONTEXTUAL LANDSCAPE PLAN

DESIGNED BY
JEWELL STORAGE, LLC
2700 EX CANYON DRIVE
PHOENIX, AZ 85028
PHONE (602) 944-1194
FAX (602) 944-3485

CONTACT: MIKE HUMPHREY

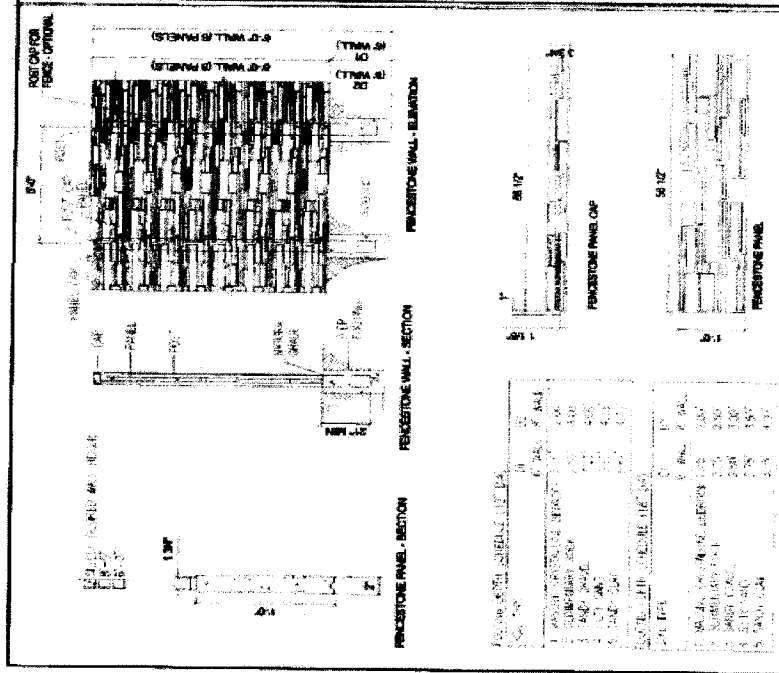
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2500 W. HARRISON AVE. SUITE 200
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WALLACE & GORTON
ARCHITECTS
1111 14TH AVE. N.
DENVER, CO 80202

DATE: 08/28/11
DRAWN BY: JAW
APPROVED: JAW
CADD FILE:

THE LANDINGS AT JEWELL AVENUE
CONTEXTUAL LANDSCAPE PLAN

NOT FOR CONSTRUCTION



TYPICAL OPAQUE FENCE
SIX FEET (6') TYPICAL

2
6

TABLE OF STREET FRONTAGES, STREET PERIMETER BUFFER AND NON-STREET FRONTAGE BUFFER LANDSCAPE REQUIREMENTS

Buffer Description, Length, Adjacent Land Use	Standard Buffer Width/Width Provided	Buffer Reduction Features	Number of Trees Required	Number of Shrubs Required	Number of Trees Provided	Number of Shrubs Provided	Comments
Replot 1 (Lot 4A)							
Jewell Street Frontage 465' (seed 47,408sf)	25' / 75'	xe-1c	12	120	12 + 4 Evergreen Relocated	120	Jewell Street - no public improvements at this time
Jewell Street Edge Buffer 465'	25' / 25'	xe-1c	8	40	-	-	6 additional shrubs for conservation center requirement installed in north perimeter planting
East Non-Street Frontage Buffer 331'	25' - 25'	xe-1c	15	150	0	40	The site east will become Phase II of this development therefore a buffer is required
West Plains Conservation Center Special Buffer 397'	25' / 25'	xe-1c	-	-	-	10	1000 plugs as provided in lieu of 15 trees and 100 shrubs
Plains Conservation Center Special Buffer 107' (South Perimeter, total seed 12,604 sf)					2	14	
Entry Planting							

NOTE: Per an agreement with the City of Aurora it was determined Lot 1 that trees and shrubs will not be allowed within the required buffer for the Plains Conservation Center. In lieu of trees and shrubs the City Forestry will require that 20 Dwarf Rabbitbrush (3 gal.) and 30 Yucca (3 gal.) be installed and the area shall be seeded with the PCC seed mix along with a mix of native grass plugs as specified on the plans. ^ 1000 plugs.

THE LANDINGS AT JEWELL AVENUE
CONTEXTUAL LANDSCAPE PLAN

DEVELOPER
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2790 SIX CANYON CIRCLE
SEALIA, CO 80735
PHONE: (303) 894-1184
FAX: (303) 890-3885

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Peak
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PHONE: (303) 785-5500
FAX: (303) 785-5580
CONTACT: JEFF FRENCH

DATE: 08/28/01
JOB NO: CSD-001
DRAWN BY: JF
APPROVED: JF
CADD FILE: 6A

420.49

21-
79.45

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B6021516
Receipt #: 5271058
Pages Recorded: 4
Date Recorded: 2/17/2006 4:58:32 PM
Recording Fee: \$21.00
Document Fee: \$79.45

SPECIAL WARRANTY DEED
(Statutory Form, C.R.S. § 38-30-115)

Gun Club Park, LLLP, a Colorado limited liability limited partnership, whose street address is George Wafer, 7025 S. Andes Circle, Centennial, CO 80016, of the County of Arapahoe and State of Colorado, for the consideration of Seven-Hundred Ninety-Four Thousand Five Hundred Forty Three and 11/100 DOLLARS (\$794,543.11), in hand paid, hereby sells and conveys to Jewell Storage, LLC, a Colorado limited liability company, whose street address is c/o Polo Properties, LLC, 4048 Enchantra Circle, Castle Rock, CO 80104 of the County of Douglas and State of Colorado, the following real property in the County of Arapahoe and State of Colorado described on Exhibit A attached hereto and by this reference made part hereof, with all its appurtenances and warrants the title to the same against all persons claiming under it, subject to the matters listed on Exhibit B, attached hereto and by this reference made part hereof.

Signed this 9th day of February, 2006.

GUN CLUB PARK LLLP

By George Wafer
General Partner

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 9th day of February, 2006, by John E. Wafer & George Wafer as General Partners of Gun Club Park LLLP, a Colorado limited liability partnership.

Witness my hand and official seal.

My commission expires: _____

BARBARA J. STEVEN
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 03/23/2007

Barbara J. Steven
Notary Public

JEWELL PROPERTY

Exhibit "A"

That portion of the North 1/2 of the North 1/2 of Section 25, Township 4 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, further described as follows:

Note: For the purpose of this description bearings are referenced to the North line of the Northwest 1/4 of Section 25 having a bearing of North 89°20'58" East as controlled by the following described monuments - Westerly terminus: No. 6 rebar with 2" aluminium cap in Range Box stamped PLS 24960. Easterly terminus: 3.25" aluminum cap in Range Box stamped PLS 24313. Said bearings are in accordance with that document recorded at Reception No. A7051461, Arapahoe County Records.

Beginning at the Southwest corner of said North 1/2 of the North 1/2 of said Section 25; thence North 00°26'24" West, 848.57 feet along the West line thereof to the Southerly line of Jewell Avenue as described at Reception No. A9080450, being a point of non tangent curve; thence Easterly, along said Southerly line of Jewell Avenue, along the arc of a curve to the right the radial line to the center point bears South 30°06'49" East, a radius of 3,117.00 feet, thru a central angle of 21°17'35", an arc length of 1,158.38 feet, whose chord bears North 70°31'58" East a length of 1,151.73 feet, to the Southerly line of E-470 Parcel No. TK-76 as described at Reception No. A7051461; thence along the boundary of said parcel, the following 2 courses:

1. North 89°20'58" East, 363.28 feet;
2. South 00°00'00" West, 1,221.28 feet, to the South line of the North 1/2 of the North 1/2 of said Section 25;

thence South 89°23'44" West 1,442.70 feet along said line, to the Point of Beginning,

City of Aurora, County of Arapahoe, State of Colorado.

For informational purposes only, the above described parcel contains 36.863 acres, more or less, according to the ALTA/ACSM Land Title Survey No. 20424-001 provided by Western States Surveying, Inc.

EXHIBIT B

6. Taxes and assessments for the year 2006, a lien but not yet due and payable.
7. Reservation Railroad operating right of way, oil, coal and other minerals by The Union Pacific Land Company as evidenced in Deed recorded in Book 66 at Page 17.

Note: Quit Claim Deed conveying all coal, iron and all other minerals to Union Pacific Land Resources Corporation, a Utah corporation recorded April 16, 1971 in Book 1920 at Page 247.

Note: Release and Quit Claim Deed conveying its railroad operating rights of way to Union Pacific Land Resources Corporation, a Nebraska corporation recorded November 23, 1998 at Reception No. A8189797.

Note: Relinquishment and Quit Claim between Union Pacific Resources Company, a Delaware corporation and E-470 Public Highway Authority recorded January 23, 1997 at Reception No. A7008022 and A7008021.

8. Mineral Deed from Union Pacific Land Resources Corporation, a Utah corporation to Champlin Petroleum Company, a Delaware corporation recorded August 11, 1972 in Book 2046 at Page 370.

Note: Quit Claim Deed from Champlin Petroleum Company, a Delaware corporation to Union Pacific Land Resources Corporation, a Utah corporation recorded March 14, 1977 in Book 2560 at Page 725.

Note: Mineral Deed from Union Pacific Land Resources Corporation, a Utah corporation to Champlin Petroleum Company, a Delaware corporation recorded April 1, 1977 in Book 2568 at Page 677.

Note: Relinquished and Quit Claim between Union Pacific Resources Company, a Delaware corporation and E-470 Public Highway Authority recorded January 23, 1997 at Reception No. A7008022 and A7008021.

9. Terms, agreements, provisions, conditions and obligations as contained in Annexation Agreement recorded January 11, 1989 in Book 5668 at Page 540.
10. An easement for water, sewer and storm drainage and incidental purposes granted to The City of Aurora by the instrument recorded March 11, 2002 at Reception No. B2045785.
11. The effect of the inclusion of the property in the E-470 Public Highway Authority District, as disclosed by the instrument recorded December 19, 1995 at Reception No. A5133865.
12. Terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 2000-14 (Rezoning) recorded April 21, 2000 at Reception No. B0047179.
13. The effect of Request for Notification of Surface Development recorded May 16, 2002 at Reception No. B2090875.
14. Intentionally deleted.
15. Any rights or interest which may exist or arise by reason of the following facts as set forth on the ALTA/ASCM Land Title Survey prepared by Western States Surveyings, Inc., dated July 12, 2004 and revised August 16, 2004, as Job No. 20424-001, to wit:
 - A) The fact that various sanitary sewer manhole, sanitary sewer line, guy pole, fire hydrant, water valve, vent pipe, utility markers, water valve and water manhole are not located within recorded easements.
 - B) The fact that the fence lines on or near boundary lines of the property do not coincide with the exact boundary lines of the property.
 - C) Intentionally deleted.
16. Intentionally deleted.
17. Intentionally deleted.
18. Intentionally deleted.
19. A multi-use easement on the terms provided in Exhibit D to the Rule and Order recorded May 2, 1997 at Reception No. A7051461, affecting the property described in Exhibit B to said Rule and Order.
20. Covenants, conditions, restrictions and easements, if any, which do contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded _____ at Reception No. _____ and any and all amendments and/or supplements thereto.