

## TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this “**Agreement**”) is entered into as of the \_\_\_\_ day of March, 2024 (the “**Effective Date**”), by and between **NL PARKLANDS V4 LAND CO, LLC**, a Colorado limited liability company (“**Grantor**”), for the benefit of **KL LB BUY 1 LLC**, a Delaware limited liability company (“**Grantee**”).

### RECITALS

A. Grantee is the owner of the real property described on Exhibit A (the “**Grantee Property**”).

B. Grantor is the owner of real property adjacent to the Grantee Property and legally described on Exhibit B (the “**Grantor Property**”).

C. Grantor is in the process of subdividing a portion of the Grantor Property (the “**Grantor Subdivision**”) that will include a right-of-way dedication of land to the City of Aurora, Colorado for the extension of Harvest Road between Alameda Avenue and Mississippi as generally depicted on Exhibit C (the “**Future ROW**”).

D. Pending the recordation of a final subdivision plat for the Grantor Subdivision (the “**Subdivision Plat**”), Grantee has requested that Grantor provide Grantee a temporary access easement over the Future ROW for ingress to and egress to the Grantee Property.

E. Additionally, Grantee anticipates that the City of Aurora will require that Grantee construct a portion of the Harvest Road extension within the Future ROW and, given the alignment of the Future ROW, Grantee will require access to the Grantor Property adjacent to the Future ROW for purposes of constructing such portion of the road extension (the “**Grantee Work**”).

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Grant/Permitted Use. For good and valuable consideration, Grantor hereby grants to Grantee, its consultants, contractors, agents and employees (collectively, the “**Grantee Parties**”), (i) a non-exclusive easement (the “**Access Easement**”) on, over, and across the Future ROW for purposes of ingress and egress to and from the Grantee Property; and (ii) a non-exclusive easement (the “**Construction Easement**”) to enter upon and have access to the Future ROW and such portion Grantor’s property to the west of the Future ROW as reasonably necessary for Grantee to perform the Grantee Work (items (i) and (ii), the “**Permitted Use**”). The Permitted Use shall be exercised in such a manner as to not unreasonably interfere with any work or operations of Grantor and in all events in compliance with plans approved by all governmental authorities.

2. Term. Unless extended or sooner terminated by written amendment hereto signed by the parties or other separate agreement, (i) the Access Easement shall expire automatically upon

the recordation of the Subdivision Plat; and (ii) the Construction Easement shall expire automatically upon the date on which Grantee completes the Grantee Work (as applicable, the "**Expiration Date**"). In addition to the automatic termination of the Construction Easement on the Expiration Date, Grantor may terminate the Construction Easement if (y) Grantee commences any Grantee Work and thereafter fails to diligently pursue such Grantee Work to completion, subject to the occurrence of any force majeure events, and (z) Grantor has provided Grantee with written notice of such failure and Grantee fails to cure the same by recommencing the Grantee Work within 30 days after receipt thereof.

3. **Performance Standards.** No activities other than those described above as the Permitted Use shall be conducted on the Grantor Property. All activities conducted on the Grantor Property shall be performed in a safe and workmanlike manner and in full compliance with all applicable laws, including Grantee obtaining all licenses and permits and paying all fees required to utilize to perform the Grantee Work. Neither Grantee nor the Grantee Parties will store, use or dispose of any substances, chemicals or other materials declared to be, or regulated as, hazardous or toxic under any applicable law ("**Hazardous Materials**") on the Grantor Property or transport any Hazardous Materials to or from the Grantor Property in violation of applicable law.

4. **Right of Grantor.** Grantor shall retain the right to enter the Grantor Property for any purpose provided that such entry does not unreasonably and adversely interfere with or impede Grantor's use of the Grantor Property for the Permitted Use in accordance with the terms of this Agreement.

5. **No Liens.** Grantee expressly acknowledges that nothing in this Agreement shall authorize Grantee, or any person dealing with, through or under Grantee to subject the Grantor Property, or any other property, to mechanic's liens. Grantee agrees to indemnify, hold harmless and defend Grantor from any claim, liability, loss, damage, cost or expense, including reasonable attorneys' fees, which Grantor may incur or which may be asserted by reasons of any entry or activities on or in relation to the Grantor Property through or under Grantee. Grantee agrees not to permit or suffer and, to the extent permitted or suffered, cause to be removed and released, any mechanic's lien, materialmen's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with Grantee's entry or work upon or in relation to the Grantor Property (failing which Grantor may, but shall not be obligated to, do so at Grantee's sole expense, which such amount shall be recoverable by any means available at law or in equity).

6. **Indemnification; Assumption of Risk.** Grantee shall indemnify, assume the defense of and hold free and harmless Grantor from any and all obligations, liabilities, claims, demands, loss, damage, cost or causes of action whatsoever in any way due to or arising out of or related to (a) the activities of Grantee on the Grantor Property pursuant to this Agreement; (b) any acts or omissions of Grantee and/or the Grantee Parties in connection with use of the Grantor Property; (c) the existence of any Hazardous Materials as a result of the acts of Grantee and/or the Grantee Parties or use and occupancy of the Grantor Property by Grantee and/or the Grantee Parties; and (d) any breach by Grantee and/or the Grantee Parties of any of the covenants or obligations contained in this Agreement, including, without limitation, the covenant to keep the Grantor Property free and clear of any liens. Further, Grantee hereby assumes any risk involved with respect to the purposes for which the Access Easement and Construction Easement are granted, and does hereby release and discharge Grantor from any liability for loss, damage or injury

incurred by Grantee arising out of Grantee's entry or presence upon the Grantor Property or Grantee's activities thereon pursuant to this Agreement, except to the extent a result of Grantor's willful misconduct in connection with any entry by Grantor onto the Grantor Property during the term of this Agreement.

7. Default and Remedies. In the event of a default by either party under this Agreement, and failure to cure within 30 days following written notice from the other, the parties will have all rights and remedies available under applicable law.

8. Insurance.

(a) Grantee agrees that, prior to undertaking any Grantee Work on the Grantor Property, Grantee will carry and maintain, at its own cost and expense, commercial general liability insurance with a combined single limit not less than \$2,000,000.00, insuring against liability arising out of the use or occupancy of, or construction on, the Grantor Property hereunder. Grantee will also carry workers compensation insurance and employer's liability insurance and require all of its contractors and subcontractors to carry such insurance as may be required by law.

(b) The policies of insurance required to be carried by Grantee under this Section will be with insurance companies authorized to transact business in the State of Colorado. All policies shall name Grantor and any other party designated by Grantor as an additional insured. Grantee will notify Grantor if any such policies expire, are cancelled or materially modified. Such policies shall be written as primary policies not contributing with, and not in excess of, coverage which Grantee may carry and shall provide that Grantor's coverage or interest thereunder shall not be affected by any act or omission of Grantee. Grantee will furnish to Grantor, upon request by Grantor, a binder or certificate of insurance which shall set forth the particulars of coverage in sufficient detail to ensure Grantor that the insurance requirements herein set forth have been satisfied and are in full force and effect. If Grantee fails to provide and maintain the insurance required hereunder, Grantor, at its sole option (and without waiving any rights against Grantee for breaching the provisions set forth above) may obtain such insurance or any portion thereof and pay the premiums in regard thereto, and Grantee shall reimburse Grantor for such premiums within five days after written demand therefor.

9. Notices. Except as otherwise provided herein, all notices, certificates, or other communications required to be given to any of the persons set forth below pursuant to any provision of this Agreement shall be in writing, shall be delivered personally, sent by United States certified mail, return receipt requested, by reputable overnight courier, by e-mail (permitted if an e-mail address is listed below), in each case addressed as follows:

If to Grantor:

NL PARKLANDS V4 LAND CO, LLC  
8678 Concord Center Drive, #200  
Englewood, CO 80112

With a copy to: Jumps Law, LLC  
2630 West Belleview Avenue, Suite 270  
Littleton, CO 80123  
Attention: Brian P. Jumps  
Telephone: 303-586-1855  
E-mail: bjumps@jumpsllaw.com

If to Grantee: KL LB BUY 1 LLC  
At the mailing address set forth in the records of the Colorado  
Secretary of State

With a required copy to: Lennar Colorado, LLC  
9193 Jamaica Street, 4th Floor  
Englewood, Colorado 80112  
Attention: Shane Orr  
E-mail: shane.orr@lennar.com

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. Recordation. Grantee will cause this Agreement to be recorded in the real property records of Arapahoe County, Colorado and, upon such recording, this Agreement will run with title to the Grantee Property and the Grantor Property.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. Executed copies hereof may be delivered by electronic transmission and, upon receipt, shall be deemed originals and binding upon the parties hereto.

13. Enforceability. If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity or enforceability of this Agreement as a whole.

14. Rules of Construction. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted. Except as otherwise provided herein, all rights, powers, and privileges conferred hereunder upon the parties shall be cumulative and not restrictive to those given by law. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and districts of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

15. Attorneys' Fees. In the event that any party is required to commence any action or proceeding against the other in order to enforce the provisions hereof, the substantially prevailing party in any such action shall be awarded, in addition to any amounts for relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

16. Waiver. No waiver by either party of any default under this Agreement shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

17. Release. At any time following the applicable Expiration Date, Grantee agrees to record a full or partial release of this Agreement, as applicable, in the real property records of Arapahoe County confirming, as applicable, the release and termination of the Access Easement and/or the Construction Easement.

18. Relationship of Parties. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the parties and their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

19. Consent by Grantee. Any exercise by Grantee, or any party acting on behalf of Grantee, of any of the rights created by this Agreement in and to the Future ROW shall be deemed an acknowledgement, agreement, and assumption of all of the terms and conditions set forth in this Agreement, including without limitation, all of the obligations imposed on Grantee pursuant to the terms hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date set forth above.

**GRANTOR:**

**NL PARKLANDS V4 LAND CO, LLC,**  
a Colorado limited liability company

By: 

Name: \_\_\_\_\_

Its: Manager Dan Wester

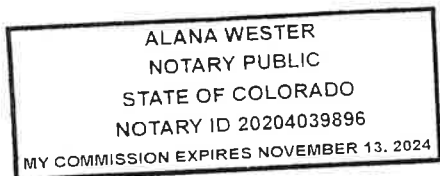
STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Douglas                    )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of March, 2024 by Dan Wester as manager of NL Parklands V4 Land Co, LLC, a Colorado limited liability company.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires: 11.13.2024



**GRANTEE:**

**KL LB BUY 1 LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2024 by  
\_\_\_\_\_ as \_\_\_\_\_ of KL LB BUY 1 LLC, a Delaware  
limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

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

EXHIBIT A  
GRANTEE PROPERTY

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN; CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP, STAMPED PLS 36850, 2004, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 18, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP, STAMPED PLS 36850, 2004 BEARS S 00°12'27" E, A DISTANCE OF 1,325.70 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;  
THENCE ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18, S00°12'27" E, A DISTANCE OF 1325.70 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 18;  
THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, S 00°14'55" E, A DISTANCE OF 237.00 FEET;  
THENCE N 36°29'11" W, A DISTANCE OF 84.53 FEET;  
THENCE N 58°15'00" W, A DISTANCE OF 480.00 FEET;  
THENCE N 73°00'00" W, A DISTANCE OF 195.00 FEET;  
THENCE N 79°00'00" W, A DISTANCE OF 220.00 FEET;  
THENCE N 69°15'00" W, A DISTANCE OF 360.00 FEET;  
THENCE N 74°45'00" W, A DISTANCE OF 225.00 FEET;  
THENCE S 70°00'00" W, A DISTANCE OF 30.00 FEET;  
THENCE N 82°00'00" W, A DISTANCE OF 495.00 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 46°49'41" AND AN ARC LENGTH OF 425.00 FEET, THE CHORD OF WHICH BEARS N59°45'05" W, A DISTANCE OF 413.27 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 34°01'10" AND AN ARC LENGTH OF 190.00 FEET, THE CHORD OF WHICH BEARS N69°59'25" W, A DISTANCE OF 187.22 FEET;  
THENCE N 87°00'00" W, A DISTANCE OF 190.00 FEET TO THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18;  
THENCE ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18, N00°27'39" W, A DISTANCE OF 601.38 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18;  
THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18, N 89°41'33" E, A DISTANCE OF 2654.68 FEET TO THE POINT OF BEGINNING



EXHIBIT B  
GRANTOR PROPERTY

A PARCEL OF LAND SITUATED IN SECTION 17, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17;  
THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, NORTH 89°52'40" EAST, A DISTANCE OF 2,646.04 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 17, WITH ALL BEARINGS HEREON REFERENCED TO THIS LINE;  
THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, NORTH 89°37'09" EAST, A DISTANCE OF 632.33 FEET;  
THENCE DEPARTING SAID NORTH LINE, SOUTH 00°16'57" EAST, A DISTANCE OF 192.00 FEET;  
THENCE SOUTH 42°15'31" EAST, A DISTANCE OF 29.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 88.56 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 42°55'35" EAST;  
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°47'37", AN ARC LENGTH OF 103.24 FEET;  
THENCE SOUTH 10°24'20" EAST, A DISTANCE OF 15.67 FEET;  
THENCE SOUTH 00°22'51" EAST, A DISTANCE OF 49.02 FEET;  
THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 591.00 FEET;  
THENCE SOUTH 00°22'51" EAST, A DISTANCE OF 90.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
THENCE NORTH 89°37'09" EAST, A DISTANCE OF 5.00 FEET;  
THENCE SOUTH 00°22'51" EAST, A DISTANCE OF 64.00 FEET;  
THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET;  
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
THENCE SOUTH 00°22'51" EAST, A DISTANCE OF 180.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
THENCE NORTH 89°37'09" EAST, A DISTANCE OF 5.00 FEET;  
THENCE SOUTH 00°22'51" EAST, A DISTANCE OF 64.00 FEET;  
THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET;  
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
THENCE SOUTH 00°23'04" EAST, A DISTANCE OF 180.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'47", AN ARC LENGTH OF 31.41 FEET;  
THENCE SOUTH 00°22'58" EAST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°22'51" EAST;  
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'44", AN ARC LENGTH OF 31.41 FEET;  
THENCE SOUTH 00°22'34" EAST, A DISTANCE OF 177.32 FEET;  
THENCE SOUTH 00°22'51" EAST, A DISTANCE OF 42.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 88.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°51'49", AN ARC LENGTH OF 73.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 41.56 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 34°17'08" EAST;  
 THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°56'21", AN ARC LENGTH OF 25.34 FEET;  
 THENCE NORTH 89°37'09" EAST, A DISTANCE OF 24.84 FEET;  
 THENCE SOUTH 00°22'51" EAST, A DISTANCE OF 80.00 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 88.00 FEET;  
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°51'49", AN ARC LENGTH OF 73.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 41.56 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 55°42'52" EAST;  
 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°56'21", AN ARC LENGTH OF 25.34 FEET;  
 THENCE SOUTH 00°22'51" EAST, A DISTANCE OF 24.84 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 80.00 FEET;  
 THENCE NORTH 00°22'51" WEST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 88.00 FEET;  
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°51'49", AN ARC LENGTH OF 73.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 41.56 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 34°17'08" WEST;  
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°56'21", AN ARC LENGTH OF 25.34 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 802.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET;  
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°37'09" WEST;  
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 180.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET;  
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°37'09" WEST;  
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 180.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET;  
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°37'09" WEST;

THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 180.00 FEET TO THE BEGINNING OF A  
 TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS  
 OF 20.00 FEET;  
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN  
 ARC LENGTH OF 31.42 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NON-  
 TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS  
 POINT OF SAID CURVE BEARS SOUTH 89°37'09" WEST;  
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN  
 ARC LENGTH OF 31.42 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A  
 TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS  
 OF 20.00 FEET;  
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN  
 ARC LENGTH OF 31.42 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NON-  
 TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS  
 POINT OF SAID CURVE BEARS SOUTH 89°37'09" WEST;  
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN  
 ARC LENGTH OF 31.42 FEET;  
 THENCE SOUTH 89°37'09" WEST, A DISTANCE OF 311.17 FEET TO THE BEGINNING OF A  
 TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS  
 OF 25.00 FEET;  
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'27", AN  
 ARC LENGTH OF 39.19 FEET;  
 THENCE SOUTH 00°12'18" EAST, A DISTANCE OF 343.92 FEET TO THE BEGINNING OF A  
 TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 893.00 FEET;  
 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°18'19", AN ARC  
 LENGTH OF 534.67 FEET;  
 THENCE NORTH 56°45'05" EAST, A DISTANCE OF 240.66 FEET;  
 THENCE NORTH 89°37'09" EAST, A DISTANCE OF 425.29 FEET;  
 THENCE SOUTH 00°22'51" EAST, A DISTANCE OF 856.32 FEET;  
 THENCE SOUTH 89°37'45" WEST, A DISTANCE OF 150.71 FEET TO THE BEGINNING OF A NON-  
 TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,057.00 FEET, THE RADIUS  
 POINT OF SAID CURVE BEARS SOUTH 75°24'37" WEST;  
 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°23'06", AN ARC  
 LENGTH OF 265.38 FEET;  
 THENCE SOUTH 00°12'18" EAST, A DISTANCE OF 676.56 FEET TO THE BEGINNING OF A  
 TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF  
 1,057.00 FEET;  
 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°12'18", AN ARC  
 LENGTH OF 741.71 FEET;  
 THENCE SOUTH 40°00'00" WEST, A DISTANCE OF 56.61 FEET TO THE SOUTHWESTERLY  
 BOUNDARY OF THAT CERTAIN 60.00 FOOT UTILITY EASEMENT (SENAC) RECORDED UNDER  
 RECEIPTION NO. EI 153399 IN THE OFFICIAL RECORDS OF THE ARAPAHOE COUNTY,  
 COLORADO CLERK AND RECORDER'S OFFICE;  
 THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 34°32'26" WEST, A DISTANCE OF  
 118.28 FEET;  
 THENCE DEPARTING SAID SOUTHWESTERLY BOUNDARY, NORTH 40°00'00" EAST, A DISTANCE  
 OF 25.08 FEET TO THE BEGINNING OF A TANGENT CURVE  
 CONCAVE WESTERLY HAVING A RADIUS OF 943.00 FEET;  
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°12'18", AN ARC  
 LENGTH OF 661.71 FEET;  
 THENCE NORTH 00°12'18" WEST, A DISTANCE OF 676.56 FEET TO THE BEGINNING OF A  
 TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 943.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41'56'56", AN ARC LENGTH OF 690.41 FEET;  
THENCE NORTH 42'09'13" WEST, A DISTANCE OF 250.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,007.00 FEET;  
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41'56'56", AN ARC LENGTH OF 737.27 FEET;  
THENCE NORTH 00'12'18" WEST, A DISTANCE OF 302.04 FEET;  
THENCE SOUTH 89'37'19" WEST, A DISTANCE OF 95.58 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17;  
THENCE ALONG SAID WEST LINE, NORTH 00'12'18" WEST, A DISTANCE OF 1,585.67 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 115.691 ACRES, {5,039,497 SQUARE FEET}, MORE OR LESS.

# EXHIBIT C FUTURE ROW

