

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of September 10, 2009, between PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, ("Grantor"), whose address is c/o RS Wells, LLC, 8390 E. Crescent Parkway, Suite 500, Greenwood Village CO 80111, and MOUNTAIN-PLAINS INVESTMENT CORPORATION, a Colorado corporation ("Grantee"), whose legal address is 7931 South Parker Road, Centennial, CO 80016. Grantor and the Grantee are the "Parties".

1. FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, and conveys to Grantee and its successors and assigns, a perpetual non-exclusive easement (the "Easement"), in, to, through, over, under and across those certain parcels of real property which Grantor owns located in Arapahoe County, Colorado, as more particularly described in Exhibits A and B attached hereto and incorporated herein by this reference (the "Premises"): (a) to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain water facilities and improvements, including, but not limited to, lines and mains, manholes, conduits, ventilators, lampholes, security fences, cables, electrical facilities and apparatus, landscaping improvements, wells, well casings, chlorinators, tanks, motors, pumps, meters, riprap, boulders, wingwalls, drop structures, channel improvements, headgates, flumes and related equipment and structures, canals, ditches, flumes, laterals, pipes, pipelines, tunnels or other facilities and systems for the transportation or distribution of water, and all related improvements and appurtenances thereto (collectively, the "Improvements"); and (b) for vehicular and pedestrian ingress and egress to the Improvements, subject and pursuant to the terms and conditions set forth herein. The Improvements include all improvements now or hereafter used in connection with the Kragelund No. 1 and No. 2 Water Wells and all of Grantee's ditch rights, including the Cleona and Pioneer ditch rights. The Parties agree that no pipes and pipelines will be located above ground from the pumps to the Grantee's property line without the prior written consent of the District, which can be withheld in its sole and absolute discretion.

In addition, the Grantor hereby grants, bargains, sells, and conveys to Grantee a temporary construction easement to enter upon any adjacent lands of Grantor within forty five (45) feet of the Premises ("Rework Premises") in order to perform any repair, maintenance, inspection, removal or replacement of the Improvements. Grantee's use of this construction easement will be for the minimum amount of time and area as are reasonably necessary to accomplish the work required to be performed.

2. Limitations on Use. Grantor shall not construct or place any structure or other improvements including any building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any landscaping features, trees or shrubs, on any part of the Premises and Rework Premises without having first obtained the prior written consent of Grantee, which consent may not be unreasonably withheld by the Grantee. Any structure or other improvements, whether temporary or permanent, or any pavement, curb, gutter, landscaping features, trees or shrubs situated on the Premises and Rework Premises as of

the date of this Agreement or subsequently placed thereon may be removed by Grantee without liability for damages arising therefrom. Additionally, if Grantor violates these restrictions or if Grantor's actions cause damage to the Improvements, Grantor will be liable for all costs related to such violation or damage. Grantee consents to Grantor constructing a trail across the Premises provided that Grantor shall not materially or unreasonably interfere with the use of the Improvements in its construction, maintenance, repair and other use of the trail. Further, the Grantee understands the Premises and Rework Premises are intended to be used as open space. The Parties recognize that by the nature of the permitted uses hereunder there will be some disturbance to the land and vegetation. Nonetheless, Grantee agrees to use good faith efforts to minimize the disturbance of such premises.

3. Access. Grantee, its agents, contractors, successors and assigns, shall have the right of perpetual ingress and egress in, to, through, over, under, and across: (a) any access easement currently or that may in the future be held by Grantor and its successors and assigns to the Premises and Rework Premises; and (b) any adjacent lands of the Grantor and by means of any existing or future roads and trails thereon (whether public or private).

4. Restoration. Upon completion of any of its activities which disturb the surface of the Premises or the Rework Premises, Grantee shall restore the grade of the Premises and Rework Premises to substantially the condition it was in immediately prior to such disturbance, except as otherwise provided herein or as necessarily modified to accommodate the Improvements.

5. Maintenance. Grantee shall maintain the Improvements in a good condition. Grantee's maintenance obligation is to the maintenance of Improvements and landscaping, if any, that it installs and maintaining the surface at grades and levels reasonably compatible with the land adjoining the Premises, removing debris resulting from its operations, and remedying any unsafe or hazardous conditions related to its Improvements of which it has actual knowledge. Otherwise, Grantee shall maintain the Improvements only as deemed necessary by the Grantee. Any other aesthetic maintenance (including, but not limited to, the mowing and other maintenance of lawns, grasses and the trimming of trees, bushes and shrubs that are not installed by the Grantee) shall not be performed by Grantee.

6. Certain Reserved Rights. Except as otherwise provided in this Agreement, Grantor reserves the right to use the Premises and Rework Premises and to grant further easement interests in the Premises and Rework Premises to other public entities so long as: (a) such interests and uses do not materially or unreasonably interfere with the use of the Easement by Grantee; and (b) Grantor does not allow any other utility lines or facilities to be located within fifteen (15) feet of any Improvements without obtaining Grantee's prior written consent.

7. Subjacent and Lateral Support; Earth Cover. Grantee shall have the right of subjacent and lateral support for the Improvements. Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements or modify or impair the earth cover over any installed lines, mains or other underground Improvements.

8. Termination. Grantee will release the easement relating to the Cleona and Pioneer ditch rights at such time as it is determined by Grantee that because the applicable water

wells are located sufficiently off of the Grantor's property and alternate points of diversion have been obtained, such easement is not necessary.

9. Title. Grantor represents and warrants that it owns the Premises and Rework Premises in fee simple and has full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as set forth in this Agreement. Grantor, for itself, its successors and assigns, does covenant and agree that it shall warrant and forever defend the Grantee in its quiet and peaceful possession of the Premises and Rework Premises against all and every person or persons.

10. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Grantor pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as amended from time to time.

11. Runs With Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Premises and Rework Premises and are to run with the land.

12. Binding Effect. Each of the benefits and burdens of this Agreement inures to and is binding upon the Parties' respective legal representatives, heirs, executors, administrators, successors, and assigns. Grantee shall have the right and authority to assign to any and all rights to use, and all obligations associated with this Agreement as are granted to and accepted by the Grantee herein.

13. General Provisions.

(a) Severability. If any of the provisions of this Agreement to any extent are held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

(b) Entire Agreement and Amendment. This Agreement embodies the entire understanding and agreement among the parties relative to the matters contained herein, and supersedes all prior negotiations, understandings or agreements in regard thereto, whether written or oral. This Agreement may be amended, altered or revoked only by written instrument executed by Grantor and Grantee.

(c) Construction. The subject headings used in this Agreement are included for purposes of reference only, and shall not affect the construction or interpretation of any of its provisions. Throughout this Agreement, the singular shall include the plural, the plural shall include the singular; all genders shall be deemed to include other genders, wherever the context so requires; and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation."

(d) Exhibits. All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part hereof.

(e) Recordation. This Agreement will be recorded in the real estate records of Arapahoe County, Colorado.

(f) Colorado Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(g) Further Acts. Upon reasonable request from a party hereto, from time to time; each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement.

(h) No Public Dedication. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general.

(i) Attorneys' Fees. If either party takes legal action against the other in order to enforce or interpret the terms of this Agreement, the party in whose favor final judgment is entered will be entitled to recover from the other party any reasonable legal expenses incurred in the preparation, prosecution or appeal thereof, including costs and reasonable attorneys' fees.

(j) Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

*[The remainder of this page is intentionally blank.]*

The Parties have signed and accepted this Agreement effective on the date written above.

**GRANTOR:**

PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Norman Sheldon  
Norman A. Sheldon, President

State of Colorado )  
County of Arapahoe ) ss.  
 )

Subscribed and sworn to before me on this 10th day of September, 2009, by Norman A. Sheldon as President of Parker Jordan Metropolitan District.

[SEAL]

[Signature]  
Notary Public

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



**GRANTEE**

MOUNTAIN-PLAINS INVESTMENT CORPORATION, a Colorado corporation

JoAnn Fetters President  
JoAnn Fetters, President

State of Colorado )  
County of Arapahoe ) ss.  
 )

Subscribed and sworn to before me on this 10th day of September, 2009, by JoAnn Fetters as President of Mountain-Plains Investment Corporation.

[SEAL]

[Signature]  
Notary Public

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



## Easement Legal Description of Premises

### EXHIBIT A SHEET 1 OF 3

**ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION**

AN ACCESS AND UTILITY EASEMENT LOCATED IN THE EAST HALF OF SECTION 32 AND THE WEST HALF OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF CENTENNIAL, STATE OF COLORADO, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 32; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, S01°06'52"W, A DISTANCE OF 925.64 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 1, 1989 IN BOOK 5641 AT PAGE 421 OF THE ARAPAHOE COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID PARCEL N89°48'52" E, A DISTANCE OF 43.89 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND RECORDED UNDER REGISTRATION NUMBER B0120089; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID DEED IN BOOK 5641 AT PAGE 421 AND ALONG THE SOUTH LINE OF RIVER RUN II, A PLAT RECORDED APRIL 24, 2009 AT RECEIPTION NO. 90047152 OF THE ARAPAHOE COUNTY RECORDS AND ALONG SAID PARCEL OF LAND, N89°48'52"E, A DISTANCE OF 1198.89 FEET; THENCE LEAVING SAID SOUTH LINE AND CONTINUING ALONG SAID PARCEL OF LAND, S00°11'08"E, A DISTANCE OF 99.81 FEET; THENCE CONTINUING ALONG SAID PARCEL OF LAND THE FOLLOWING EIGHT (8) COURSES:

1. S00°10'51"E, A DISTANCE OF 860.00 FEET;
2. S89°51'13"W, A DISTANCE OF 7.95 FEET;
3. S 00°00'00"E, A DISTANCE OF 139.22 FEET;
4. ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1120.00 FEET, A CENTRAL ANGLE OF 16°29'14", AN ARC LENGTH OF 322.29 FEET AND A CHORD WHICH BEARS S11°45'48"E, A DISTANCE OF 321.18 FEET;
4. S04°32'24"E, A DISTANCE OF 221.27 FEET;
6. S08°12'21"E, A DISTANCE OF 699.92 FEET;
6. S49°48'33"E, A DISTANCE OF 329.89 FEET;
7. S87°20'48"E, A DISTANCE OF 241.76 FEET;
8. S49°25'16"E, A DISTANCE OF 192.86 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID PARCEL OF LAND, S49°26'16"E, A DISTANCE OF 67.34 FEET;

THENCE S 89°53'20" W, A DISTANCE OF 154.88 FEET;

THENCE S 20°08'40" E, A DISTANCE OF 26.00 FEET;

THENCE S 89°53'20" W, A DISTANCE OF 100.00 FEET

THENCE N 20°08'40" W, A DISTANCE OF 100.00 FEET

THENCE N 89°53'20" E, A DISTANCE OF 100.00 FEET;

THENCE S 20°08'40" E, A DISTANCE OF 26.00 FEET;

THENCE N 89°53'20" E, A DISTANCE OF 126.91 FEET TO THE POINT OF BEGINNING.

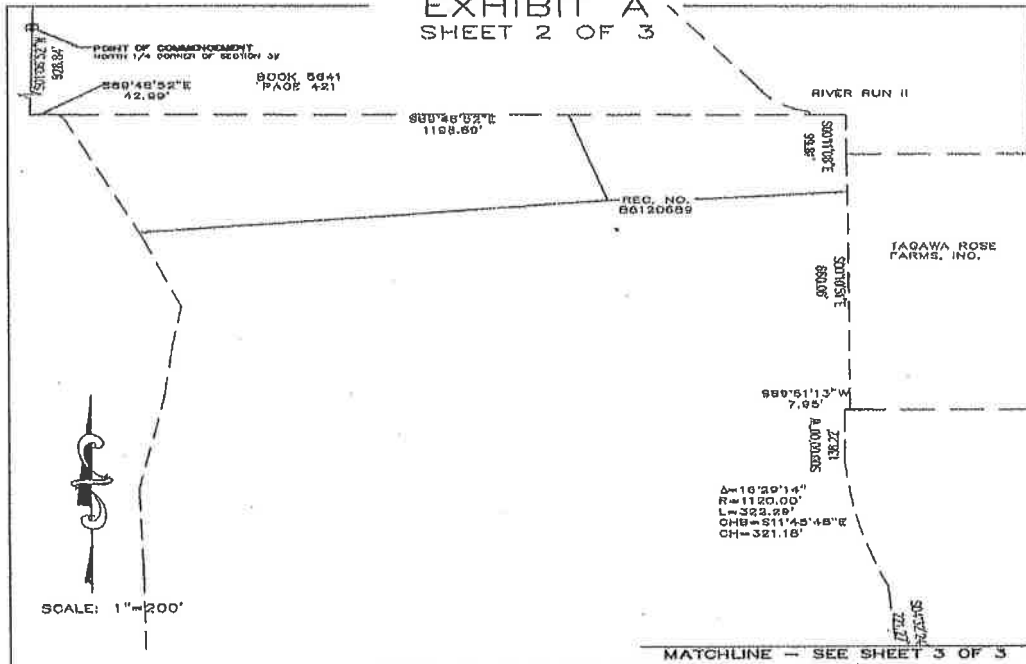
SAID ACCESS AND UTILITY EASEMENT CONTAINS 17,017 SQUARE FEET OR 0.391 ACRES, MORE OR LESS.

**CITY OF CENTENNIAL, COLORADO**

DRAWN BY JAM	SCALE: NONE	R.O.W. FILE NUMBER
CHECKED BY: JAM	DATE: 06-07-09	JOB NUMBER: 77

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 32 AND THE WEST HALF OF SECTION 33, T 8 S, R 66 W, 6TH P.M., CITY OF CENTENNIAL, ARAPAHOE COUNTY, COLORADO

# EXHIBIT A SHEET 2 OF 3



SCALE: 1"=200'

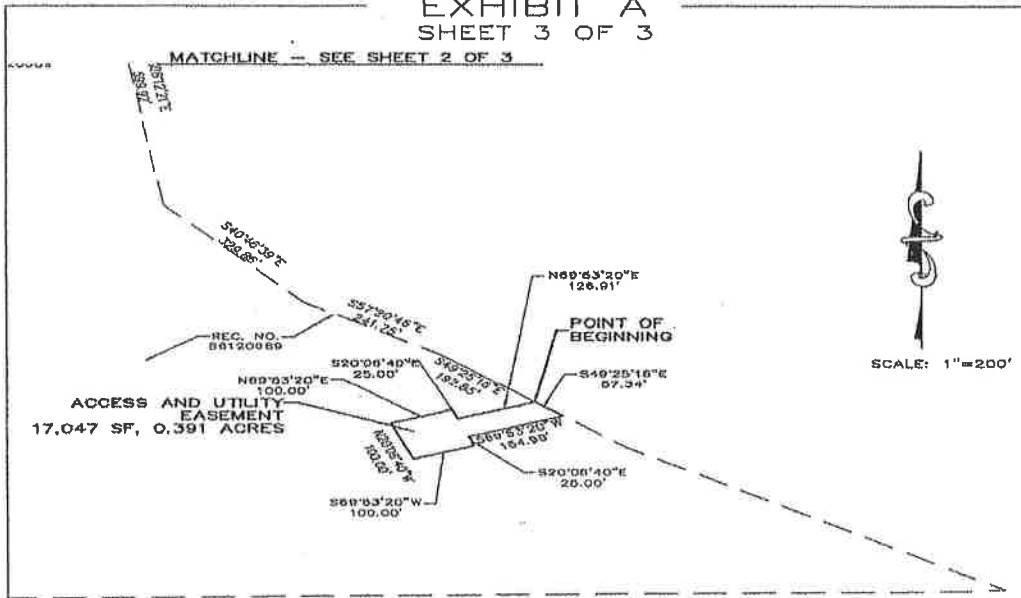
THE ABOVE DESCRIBED PARCEL CONTAINS 17,047 SQUARE FEET OR (0.0391 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF CENTENNIAL, COLORADO		
DRAWN BY: JAM	SCALE: NONE	R.O.W. FILE NUMBER
CHECKED BY: JAM	DATE: 08-07-08	JOB NUMBER: ??

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 32 AND THE WEST HALF OF SECTION 33, T 5 S, R 86 W, 8TH P.M., CITY OF CENTENNIAL, ARAPAHOE COUNTY, COLORADO

EXHIBIT A  
SHEET 3 OF 3



SCALE: 1"=200'

THE ABOVE DESCRIBED PARCEL CONTAINS 17,047 SQUARE FEET OR (0.0391 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF CENTENNIAL, COLORADO

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 32 AND THE WEST HALF OF SECTION 33, T 5 S, R 66 W, 6TH P.M., CITY OF CENTENNIAL, ARAPAHOE COUNTY, COLORADO

DRAWN BY: JAN	SCALE: NONE	R.O.W. FILE NUMBER
ORDERED BY: JAN	DATE: 08-07-00	JOB NUMBER: 77



## Legal Description of Premises

### EXHIBIT B SHEET 1 OF 2

**ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION**

AN ACCESS AND UTILITY EASEMENT LOCATED IN THE EAST HALF OF SECTION 32 AND THE WEST HALF OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF CENTENNIAL, STATE OF COLORADO, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 32; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, S01°08'52"W, A DISTANCE OF 920.04 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 1, 1989 IN BOOK 5641 AT PAGE 421 OF THE ARAPAHOE COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID PARCEL N89°48'52"E, A DISTANCE OF 42.90 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND RECORDED UNDER RECEIPTION NUMBER 00120009; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID DEED IN BOOK 5641 AT PAGE 421 AND ALONG THE SOUTH LINE OF RIVER RUN II, A PLAT RECORDED APRIL 24, 2000 AT RECEIPTION NO. 00047132 OF THE ARAPAHOE COUNTY RECORDS AND ALONG SAID PARCEL OF LAND, N89°48'52"E, A DISTANCE OF 1198.89 FEET; THENCE LEAVING SAID SOUTH LINE AND CONTINUING ALONG SAID PARCEL OF LAND, S00°11'08"E, A DISTANCE OF 99.81 FEET; THENCE CONTINUING ALONG SAID PARCEL OF LAND THE FOLLOWING EIGHT (8) COURSES:

1. S00°16'51"E, A DISTANCE OF 860.00 FEET;
2. S89°01'13"W, A DISTANCE OF 7.95 FEET;
3. S00°00'00"E, A DISTANCE OF 138.22 FEET;
4. ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1120.00 FEET, A CENTRAL ANGLE OF 18°29'14", AN ARC LENGTH OF 322.29 FEET AND A CHORD WHICH BEARS S11°48'48"E, A DISTANCE OF 321.18 FEET;
5. S08°12'21"E, A DISTANCE OF 221.27 FEET;
6. S08°12'21"E, A DISTANCE OF 15.31 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID PARCEL OF LAND S08°12'21"E, A DISTANCE OF 60.48 FEET;

THENCE DEPARTING FROM SAID LINE, S89°41'41"W, A DISTANCE OF 815.93 FEET;

THENCE S88°28'09"W, A DISTANCE OF 28.15 FEET;

THENCE N31°31'51"W, A DISTANCE OF 100.00 FEET;

THENCE N56°28'09"E, A DISTANCE OF 100.00 FEET;

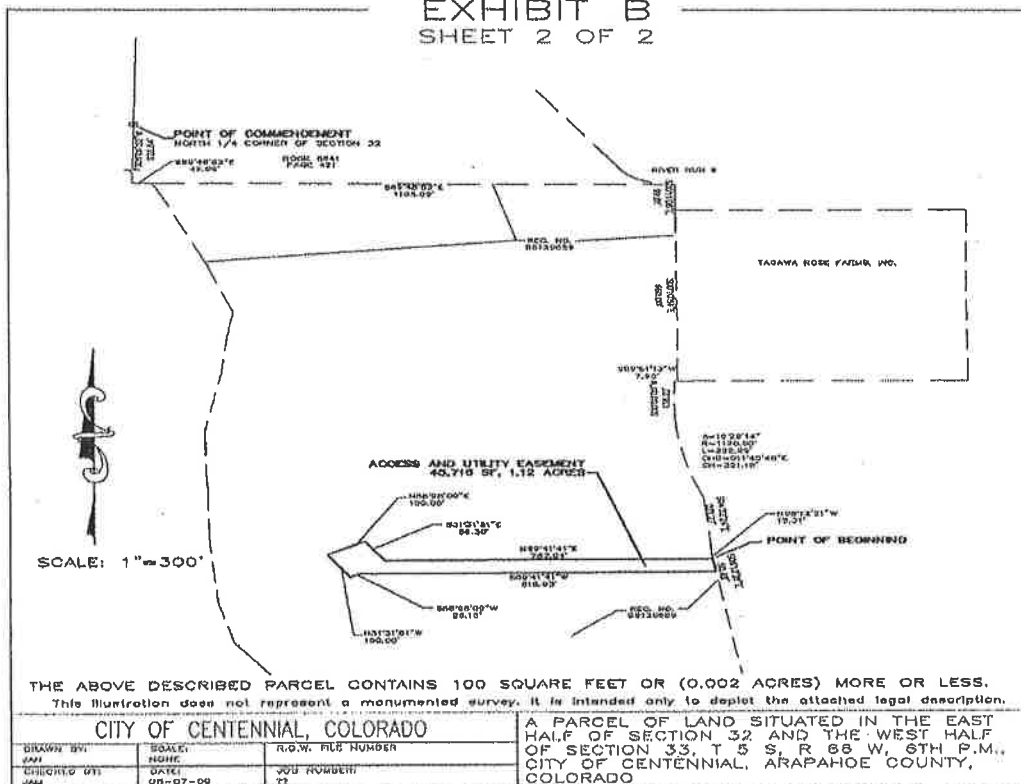
THENCE S31°31'51"E, A DISTANCE OF 85.30 FEET;

THENCE N89°41'41"E, A DISTANCE OF 752.04 FEET TO THE POINT OF BEGINNING;

SAID ACCESS AND UTILITY EASEMENT CONTAINS 48,416 SQUARE FEET OR 1.118 ACRES, MORE OR LESS.

<b>CITY OF CENTENNIAL, COLORADO</b>			A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 32 AND THE WEST HALF OF SECTION 33, T 3 S, R 66 W, 6TH P.M., CITY OF CENTENNIAL, ARAPAHOE COUNTY, COLORADO
DRAWN BY: JAN	DATE: NONE	R.O.W. FILE NUMBER	
CHECKED BY: JAN	DATE: 08-07-06	JOB NUMBER: 77	

EXHIBIT B  
SHEET 2 OF 2



### LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 32 AND THE WEST HALF OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF CENTENNIAL COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SECTION 32, WHENCE THE CENTER ONE-QUARTER CORNER OF SAID SECTION 32 BEARS SOUTH 01°06'52" WEST A DISTANCE OF 2645.34 FEET SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32 SOUTH 01°06'52" WEST 928.84 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 1, 1989 IN BOOK 5641 AT PAGE 421 OF THE ARAPAHOE COUNTY RECORDS AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL AND THE SOUTH LINE OF RIVER RUN II, A PLAT RECORDED APRIL 24, 2000 AT RECEPTION NO. 80047132 NORTH 89°48'52" EAST 2411.77 FEET TO THE WESTERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 83 AS ESTABLISHED BY DEED RECORDED AUGUST 23, 1988 IN BOOK 5763 AT PAGE 148; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING 5 COURSES: 1) SOUTH 17°56'30" EAST 990.41 FEET; 2) SOUTH 26°48'45" EAST 535.40 FEET; 3) SOUTH 31°38'30" EAST 333.00 FEET; 4) SOUTH 28°12'00" EAST 1285.50 FEET; 5) SOUTH 25°24'15" EAST 204.09 FEET TO THE NORTHEAST CORNER OF ASHBROOKE EXECUTIVE PARK/17 MILE HOUSE SUBDIVISION EXEMPTION PLAT RECORDED DECEMBER 15, 2000 AT RECEPTION NO. 80182895; THENCE ALONG THE NORTH LINE OF SAID PLAT SOUTH 89°36'31" WEST 1224.81 FEET TO THE SOUTH ONE-SIXTEENTH CORNER OF SECTIONS 32 AND 33; THENCE ALONG THE NORTH AND EAST BOUNDARY LINES OF SOUTH CREEK SUBDIVISION FILING NO. 1, A PLAT RECORDED APRIL 21, 2000 AT RECEPTION NO. 80047116 THE FOLLOWING 3 COURSES: 1) ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32 SOUTH 89°38'20" WEST 2662.75 FEET TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SECTION 32; 2) ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 32 NORTH 01°07'40" EAST 1322.27 FEET TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 32; 3) ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32 NORTH 01°06'52" EAST 1716.30 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 214.775 ACRES, MORE OR LESS (GROSS AREA).

EXCEPTING A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SECTION 32; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32 SOUTH 01°06'52" WEST 928.84 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 1, 1989 IN BOOK 5641 AT PAGE 421 OF THE ARAPAHOE COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID PARCEL ALSO BEING THE SOUTH LINE OF RIVER RUN II, A PLAT RECORDED APRIL 24, 2000 AT RECEPTION NO. 80047132 NORTH 89°48'52" EAST 1241.88 FEET; THENCE SOUTH 00°11'08" EAST 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG A LINE 100.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF RIVER RUN II NORTH 89°48'52" EAST 660.00 FEET; THENCE SOUTH 00°11'08" EAST 660.00 FEET; THENCE SOUTH 89°48'52" WEST 660.00 FEET; THENCE NORTH 00°11'08" WEST 660.00 FEET TO THE TRUE POINT OF BEGINNING;

SAID EXCEPTION CONTAINING 10.000 ACRES, MORE OR LESS.

NET PARCEL CONTAINING 204.775 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS--OF--WAY EXISTING AND/OR OF PUBLIC RECORD.

**Legal Description**

The parcel of land described in the Vermilion Creek - Preliminary Development Plan, which was recorded in the Office of the Clerk and Recorder of Arapahoe County, Colorado on October 3, 2006 at Reception No. B6142050