

RESOLUTION NO. R-DU-055

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

A RESOLUTION AUTHORIZING THE ACQUISITION OF
REAL PROPERTY FROM E. I. DU PONT DE NEMOURS AND COMPANY
("DUPONT") ASSOCIATED WITH THE ROXBOROUGH-US 85 SOUTHERN
CONNECTOR PROJECT; PROJECT NO. CI 2011-024 (THE "PROJECT")

WHEREAS, Douglas County (the "County") desires to purchase approximately 294.579-acres of real property (the "Sale Parcel") from DuPont's Louviers Site to preserve right-of-way associated with the future construction of the Project as may be needed to address increasing traffic volumes and improve safety; and

WHEREAS, DuPont has agreed to sell the Sale Parcel to the County and the County has agreed to grant DuPont a permanent access easement across the Sale Parcel so it may access its remaining real property located east of and adjacent to the Sale Parcel; and

WHEREAS, the Colorado Department of Public Health and Environment has released the Sale Parcel from Compliance Order on Consent No. 98-08-28-01; and

WHEREAS, in furtherance of this Project, the Board of County Commissioners desires to accomplish the following:

- a. Formally declare the County's intent to acquire the Sale Parcel located within Douglas County for future public purposes;
- b. Accept the instrument of conveyance from DuPont;
- c. Grant and execute a permanent access easement to DuPont; and
- d. Authorize the Douglas County Manager to execute the necessary closing documents with regard to the acquisition of the Sale Parcel.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Douglas, State of Colorado:

Section 1. The Board of County Commissioners of the County of Douglas, State of Colorado hereby declares its intent to acquire a fee simple interest in the Sale Parcel to preserve right-of-way for public purposes as may be necessary to accommodate the construction of future roadway and utility improvements for the Project. The following special warranty deed and legal description of the Sale Parcel to be acquired is attached hereto and incorporated herein as **Exhibits A**.

Section 2. The County Manager is hereby authorized to negotiate for the purchase of the Sale Parcel in good faith and to execute all closing documents as required for final settlement.

Section 3. The Board of County Commissioners hereby accepts, upon recordation, the instrument of conveyance of the Sale Parcel.


Section 4. The Board of County Commissioners hereby agrees to grant and convey to DuPont a permanent access easement across two locations within the Sale Parcel, and authorizes the Chair to execute the permanent access easement deed attached hereto and incorporated herein as **Exhibit B.**

PASSED AND ADOPTED this 12 day of April, 2014, in Castle Rock, Douglas County, Colorado.

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

By: 
ROGER A. PARTRIDGE, Chair

ATTEST:


MELISSA PELLETIER, Deputy Clerk to the Board



SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of _____, 2014, between **E. I. DU PONT DE NEMOURS AND COMPANY**, a Delaware corporation, formerly known as **E.I. DU PONT COMPANY**, a Delaware corporation, and formerly known as **E. I. DU PONT DENEMOURS POWDER COMPANY**, a Delaware corporation, whose address is 1007 Market Street, D 13039, Wilmington, Delaware 19898 (hereinafter "**Grantor**"), and the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter "**Grantee**");

WITNESSETH,

THAT GRANTOR, for and in consideration of the sum of TWO MILLION TWO HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,297,750.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm in fee simple, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Douglas, State of Colorado, described as follows:

See Exhibit "A", attached hereto and incorporated herein by this reference.

TOGETHER with all and singular the rights, tenements, easements, appendages, ways, privileges, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, profits and incorporeal rights thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments, easements, rights-of-way and appurtenances (collectively the "**Property**");

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, its successors, official representatives and assigns, does covenant, grant, bargain and agree to and with Grantee, that Grantor shall and will **WARRANT AND FOREVER DEFEND** the above described Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, **BY, THROUGH OR UNDER** Grantor, subject, however, to all matters of record, including, but not limited to, those exceptions specified on **Exhibit "B"**, attached hereto, real property taxes, and matters that would be disclosed by a survey or other inspection of the Property.

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IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

E. I. DU PONT DE NEMOURS AND COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2014, by _____ as _____ of E. I. Du Pont de
Nemours and Company, a Delaware corporation.

S E A L

Witness my hand and official seal

Notary Public

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST, AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 68 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32;

THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 NORTH 89°51'17" EAST, A DISTANCE OF 30.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SAID NORTHEAST QUARTER AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°51'17" EAST, A DISTANCE OF 1,667.35 FEET;

THENCE DEPARTING SAID NORTHERLY LINE SOUTH 08°57'18" EAST, A DISTANCE OF 1,229.03 FEET;

THENCE NORTH 81°28'38" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 45°51'20" EAST, A DISTANCE OF 55.33 FEET;

THENCE SOUTH 04°01'58" EAST, A DISTANCE OF 117.13 FEET;

THENCE SOUTH 67°21'42" WEST, A DISTANCE OF 85.38 FEET;

THENCE SOUTH 08°42'29" EAST, A DISTANCE OF 2517.74 FEET;

THENCE SOUTH 24°11'09" EAST, A DISTANCE OF 951.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,600.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°15'03", AN ARC LENGTH OF 582.12 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 73°03'54" EAST, A DISTANCE OF 250.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,850.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 73°03'54" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'46", AN ARC LENGTH OF 754.44 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 81°58'39" WEST, A DISTANCE OF 250.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,600.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 81°58'39" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°31'44", AN ARC LENGTH OF 443.89 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 02°29'37" EAST, A DISTANCE OF 1,059.73 FEET TO THE NORTHERLY LINE OF PARCEL D-3 RECORDED AT RECEPTION NO. 2002052036 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

EXHIBIT A
LEGAL DESCRIPTION
CONTINUED

THENCE ALONG SAID NORTHERLY LINE SOUTH 88°16'18" WEST, A DISTANCE OF 660.39 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2003073100 IN SAID RECORDS;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PARCEL THE FOLLOWING (6) COURSES:

1. NORTH 01°31'54" EAST, A DISTANCE OF 1,584.41 FEET;
2. NORTH 68°05'54" EAST, A DISTANCE OF 216.33 FEET;
3. NORTH 21°54'06" WEST, A DISTANCE OF 100.00 FEET;
4. SOUTH 68°05'54" WEST, A DISTANCE OF 172.99 FEET;
5. NORTH 01°31'54" EAST, A DISTANCE OF 425.97 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
6. SOUTH 89°31'38" WEST, A DISTANCE OF 2,452.08 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5;

THENCE ALONG SAID PARALLEL LINE NORTH 01°31'47" EAST, A DISTANCE OF 113.73 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32;

THENCE ALONG SAID PARALLEL LINE NORTH 00°32'40" WEST, A DISTANCE OF 2,649.19 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE ALONG SAID PARALLEL LINE NORTH 00°33'39" WEST, A DISTANCE OF 2,647.56 FEET TO THE POINT OF BEGINNING.

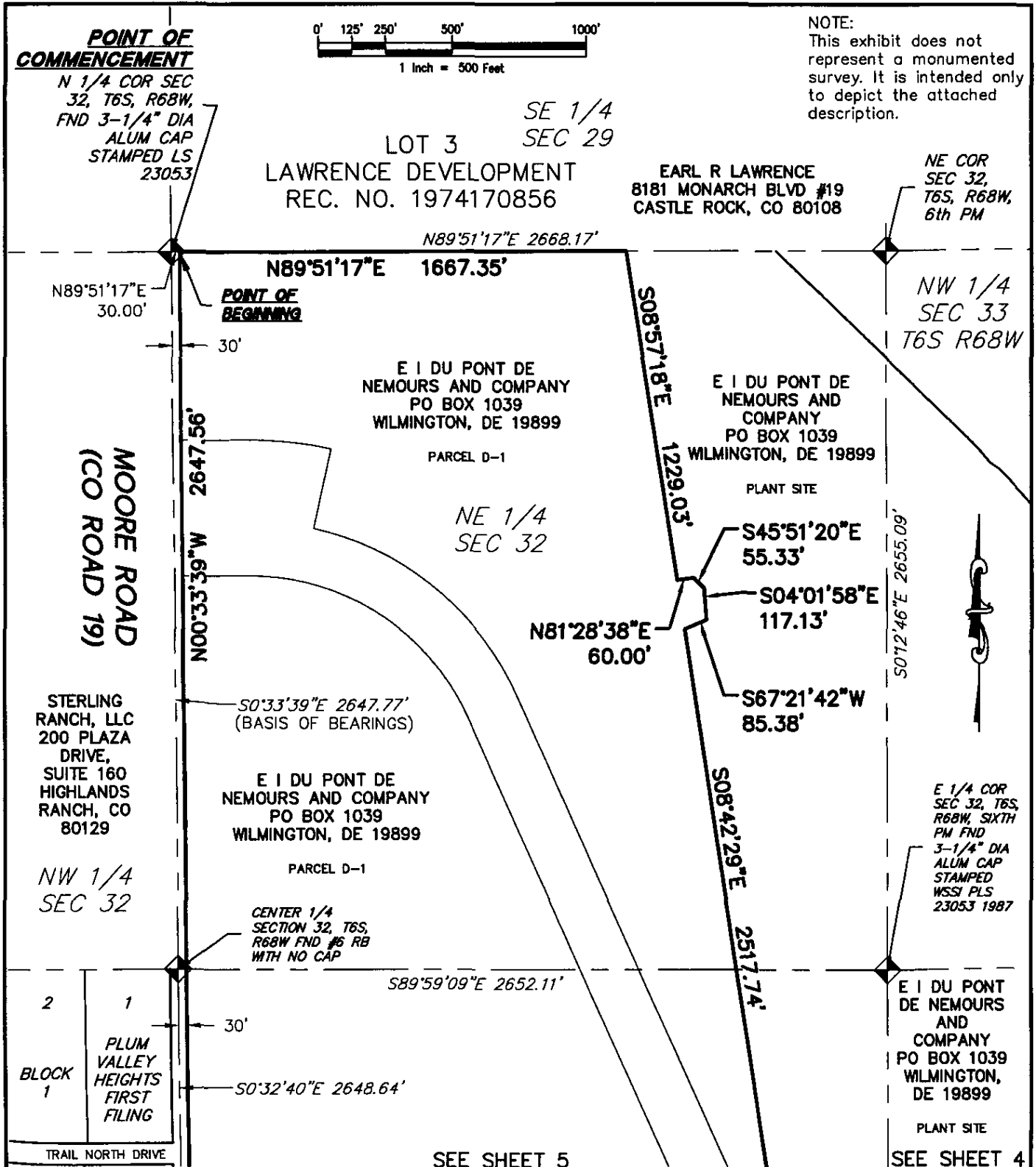
CONTAINING AN AREA OF 294.579 ACRES (12,831,851 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

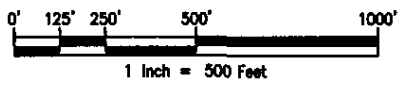


DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE:
This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



PATH: V:\16313-01\DWG
 DWG NAME:
 DWG: DEC CHK:
 DATE: 01/08/14
 SCALE: 1" = 500'

Combined Parcel REV ALTA

8000 SOUTH LINCOLN ST,
SUITE 201
Littleton, Colorado 80122
Phone: (303)715-1898
Fax: (303)715-1897
www.aztecconsultants.com

EXHIBIT A
 S32&33, T6S, S4&5, T7S, R68W, SIXTH PM
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 16313-01 3 OF 5 SHEETS

ILLUSTRATION TO EXHIBIT A

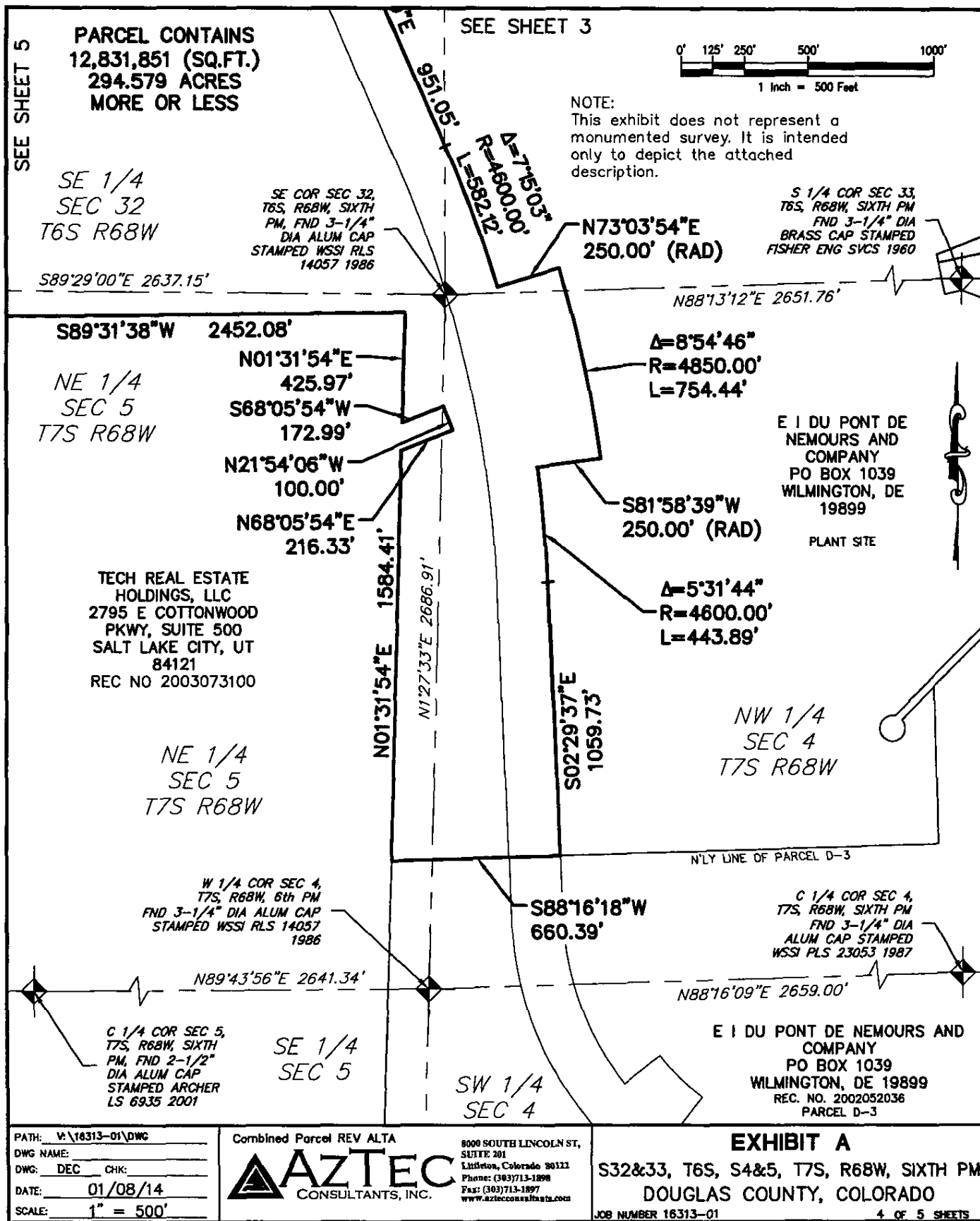
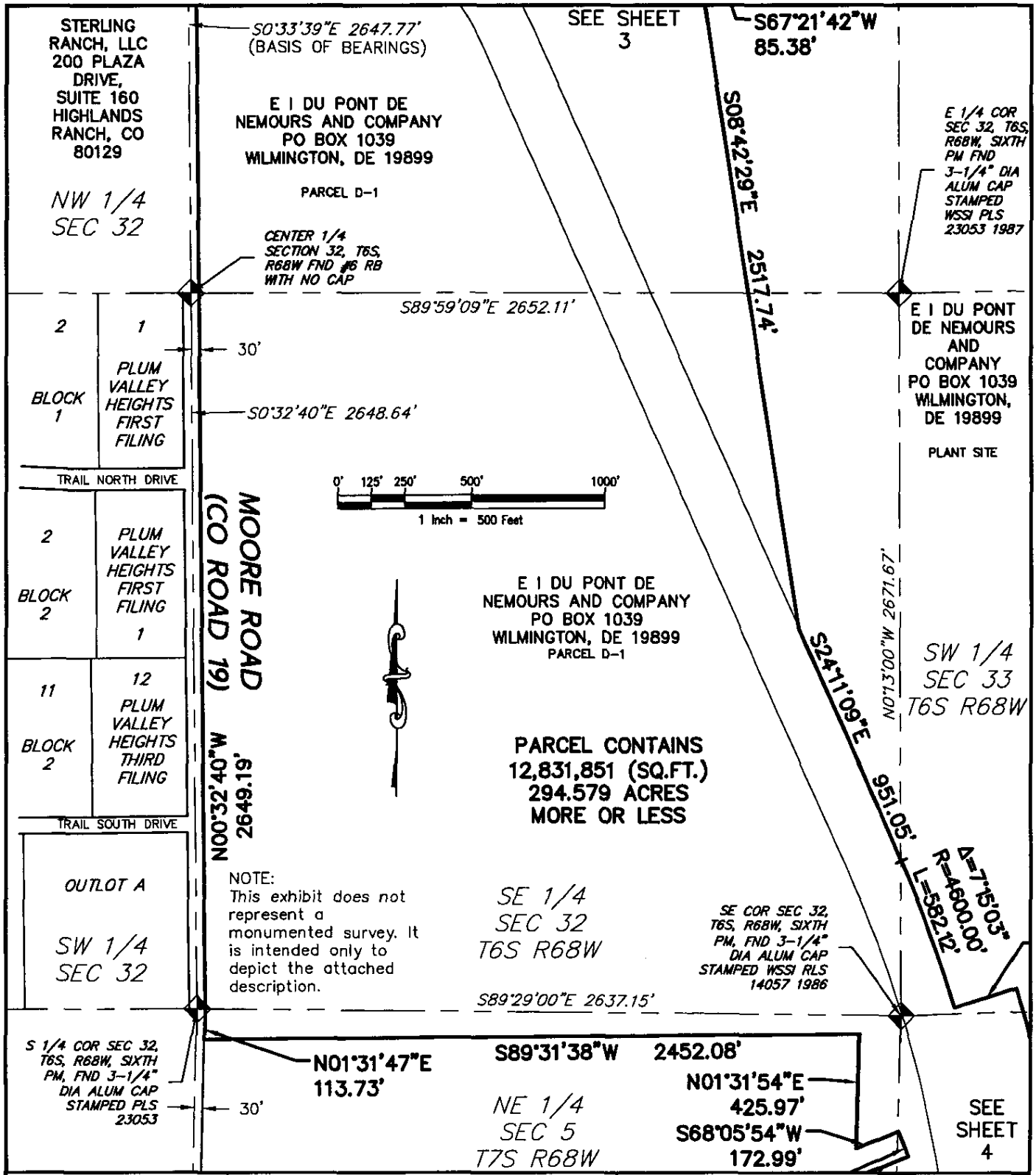


ILLUSTRATION TO EXHIBIT A



PATH: V:\18313-01\DWG
DWG NAME:
DWG: DEC CHK:
DATE: 01/08/14
SCALE: 1" = 500'

Combined Parcel REV ALTA

8000 SOUTH LINCOLN ST,
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EXHIBIT A
S32&33, T6S, S4&5, T7S, R68W, SIXTH PM
DOUGLAS COUNTY, COLORADO
JOB NUMBER 16313-01 5 OF 5 SHEETS

EXHIBIT B
To Special Warranty Deed

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. EXISTING LEASES AND TENANCIES, IF ANY.

9. RIGHT OF WAY FOR DITCH AS EVIDENCED BY AGREEMENT RECORDED JUNE 10, 1889 IN BOOK W AT PAGE 165.

THE LOCATION IS NOT DEFINED.

10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JULY 23, 1892, IN BOOK X AT PAGE 96.

(AFFECTS NE1/4 SECTION 32)

11. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 08, 1892, IN BOOK X AT PAGE 64.

(AFFECTS SE1/4 SECTION 32)

12. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNRECORDED UNITED STATES PATENT ISSUED JUNE 14, 1889, PATENT #5734.

(AFFECTS E1/2E1/2 SECTION 5)

13. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 08, 1892, IN BOOK X AT PAGE 65.

(AFFECTS W1/2E1/2 SECTION 5)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT RECORDED FEBRUARY 13, 1888 IN BOOK S AT PAGE 376.

15. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 05, 1880, IN BOOK K AT PAGE 234.

(AFFECTS SW1/4 SECTION 33)

16. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 28, 1893, IN BOOK P AT PAGE 157.

(AFFECTS W1/2 LOT 2; SW1/4NW1/4; W1/2SW1/4 SECTION 4)

17. RIGHT OF WAY GRANTED TO THE DENVER AND RIO GRANDE RAILROAD COMPANY RECORDED JANUARY 23, 1907 IN BOOK 36 AT PAGE 70, AND ANY BOUNDARY DISCREPANCY, RIGHT, TITLE OR INTEREST WHICH MAY BE CLAIMED BY SAID RAILROAD, UPON THE SUBJECT PROPERTY HEREIN.

(AFFECTS NE1/4NE1/4 SECTION 32; NW1/4 S1/2 SECTION 33)

18. LEASE BETWEEN E. I. DU PONT DE NEMOURS AND COMPANY, LESSOR, AND LOUVIERS COMMUNITY PRESBYTERIAN CHURCH, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED MAY 23, 1927, IN BOOK 78 AT PAGE 46.

(AFFECTS SECTION 4)

19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED RECORDED JANUARY 15, 1958 IN BOOK 123 AT PAGE 164.

(AFFECTS SECTIONS 4 AND 5)

20. EASEMENT GRANTED TO COLORADO CENTRAL POWER COMPANY AS EVIDENCED BY INSTRUMENT RECORDED JUNE 8, 1959 IN BOOK 128 AT PAGE 456 AND THE TERMS, CONDITIONS AND PROVISIONS THEREOF.

(AFFECTS SECTIONS 4 AND 5)

21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JULY 28, 1960 IN BOOK 133 AT PAGE 95.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JUNE 24, 1964 IN BOOK 157 AT PAGE 495 AND AMENDMENT RECORDED NOVEMBER 7, 1969 IN BOOK 198 AT PAGE 509.

(AFFECTS SECTIONS 4, 5 AND 33)

23. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LOUVIERS FIRE PROTECTION DISTRICT, AS EVIDENCED BY

INSTRUMENTS RECORDED MAY 02, 1968, UNDER RECEPTION NO. 129878 AND MARCH 13, 1981 IN BOOK 408 AT PAGE 194.

24. DISSOLUTION OF THE LOUVIERS FIRE PROTECTION DISTRICT AND INCLUSION IN THE SOUTH METRO FIRE RESCUE DISTRICT AS EVIDENCED IN DOCUMENT RECORDED MARCH 2, 2000 IN BOOK 1815 AT PAGE 166.

25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF ACCESS EASEMENT AND AGREEMENT RECORDED MAY 31, 2002 IN BOOK 2339 AT PAGE 1161.

26. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED JANUARY 03, 2014 PREPARED BY AZTEC CONSULTANTS INC., 8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122, JOB NO. 13414-01:

1. FENCE LINES 2. TELEPHONE PEDESTALS 3. ASPHALT, GRAVEL AND DIRT ROADS TRAVERSING SUBJECT PROPERTY 4. DRAINAGE DITCHES TRAVERSING SUBJECT PROPERTY 5. ELECTRIC POLES 6. CONCRETE WALLS 7. FLOOD ZONES.

27. ANY ACCESS RIGHTS OR RIGHTS TO IMPROVE ACCESSWAYS AS SET FORTH AND CONVEYED TO GRANTOR IN THAT CERTAIN PERMANENT ACCESS EASEMENT DEED, RECORDED AS OF THE SAME DATE HEREOF AND CONCURRENTLY HEREWITH, WHICH RIGHTS SHALL BE SENIOR TO AND TAKE PRIORITY OVER ANY FUTURE RIGHTS AND RESTRICTIONS ON THE USE OF THE REAL PROPERTY CONVEYED HEREIN THAT MAY BE CREATED BY VIRTUE OF ANY SUBSEQUENT EASEMENT OVER OR CONVEYANCE OF SAID REAL PROPERTY, AND WHICH ALSO AFFORDS GRANTOR THE RIGHT TO REVIEW THE TERMS OF ANY CONSERVATION EASEMENT OR USE RESTRICTION PROPOSED TO BE PLACED UPON THE REAL PROPERTY CONVEYED HEREIN IN ORDER TO CONFIRM THAT GRANTOR'S RIGHTS ARE NOT ADVERSELY AFFECTED BY SUCH CONSERVATION EASEMENT OR OTHER USE RESTRICTION.

**PERMANENT ACCESS
EASEMENT DEED**

THIS PERMANENT ACCESS EASEMENT DEED (the "Easement") is made this ____ day of _____, 2014, between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter "**Grantor**"), and **E. I. DU PONT DE NEMOURS AND COMPANY**, a Delaware corporation, formerly known as **E.I. DU PONT COMPANY**, a Delaware corporation, and formerly known as **E. I. DU PONT DENEMOURS POWDER COMPANY**, a Delaware corporation, whose address is 1007 Market Street, D 13039, Wilmington, Delaware 19898 (hereinafter "**Grantee**"). Grantor and Grantee, and their respective successors and assigns, are referred to collectively herein as the "Parties" and singularly as "Party."

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN DOLLARS AND NO CENTS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant and convey to Grantee, its successors and assigns, a perpetual nonexclusive access easement in, on, over, under, through and across Grantor's real property, more particularly described in **Exhibits "A" & "B"**, attached hereto and incorporated herein (the "**Easement Area**"), for the use and purpose of (a) providing access to Grantee's property more particularly described in **Exhibit "C"** (the "**Benefited Property**") and (b) allowing the construction, maintenance and repair of field access and drainage improvements (the "**Access Improvements**"). This Easement shall be subject to the following terms and conditions:

1. Use by Grantee. Grantee shall have the full right and authority of ingress and egress by any means over the Easement Area, and shall have the right, at Grantee's sole initiative, to modify slope grades within the Easement Area and install the Access Improvements above and below the ground surface within the Easement Area as may be necessary to accommodate and facilitate Grantee's use and operation of the Easement Area. Grantee is hereby further granted a temporary construction easement along Grantor's property consisting of an additional 20-foot adjacent to and on either side of the Easement Area to permit construction of any Access Improvements (e.g., parking, staging, and similar construction needs).
2. Access Improvements. Grantee shall be responsible for obtaining any building or similar land use approvals required for the construction of any Access Improvements and, to the extent such permits or approvals may need to be issued by Grantor, such approval shall not be unreasonably withheld.
3. Utilities. It is understood by the Parties that the Easement Area may also be used to accommodate public utilities and that the entities responsible for providing the services of said public utilities may share a perpetual right of ingress and egress over, under and across

the Easement Area to install, maintain, repair and replace their public utilities facilities, so long as said utility providers' construction and use does not unreasonably impair or interfere with Grantee's use and enjoyment of the Easement Area. Grantor shall be responsible for regulating and issuing permits concerning work to be performed by the providers of said public utilities within the Easement Area. Grantee explicitly shall not be responsible for the installation, maintenance, repair and replacement of any public utilities not owned and operated by Grantee, but is hereby authorized (at no cost to Grantor) to license and direct the installation of public utilities within the Easement Area that would serve the Benefited Property.

4. Use by Grantor. Grantor reserves the right to use and enjoy the Easement Area for any and all purposes which are not inconsistent with and do not unreasonably interfere with Grantee's use and enjoyment of the Easement hereby granted. The Parties acknowledge and agree that any use by Grantor that would impair or restrict Grantee's access to the Benefited Property, except as required for construction of improvements as described in paragraph 3 above and paragraph 10 below, shall be considered unreasonable. Any use by Grantor or its agents or employees of any improvements constructed or maintained by Grantee within the Easement Area shall be at Grantor's sole risk.
5. Insurance During Construction. At all times during any construction performed by Grantee (not including ordinary repair and maintenance), Grantee shall require that Grantor be named as an additional insured on the contractor's Commercial General Liability Insurance, which policy shall include a limit of not less than \$1,000,000.00 per occurrence. Upon request from Grantor, prior to any such construction activities to be performed by Grantee's contractor, Grantee shall provide Grantor with a certificate of insurance evidencing that Grantor has been named as an additional insured under such policy. Such certificate shall provide that such policy shall not be cancelled or amended without thirty (30) days' prior written notice to Grantor.
6. Removal of Vegetation. Grantee shall have the right to remove trees and vegetation within the Easement Area that may interfere with the reasonable use of the Easement.
7. Repair, Restoration and Maintenance. Upon the completion of any work authorized by this Easement, Grantee shall restore the surface of the Easement Area, and any areas disturbed by Grantee (including any areas used for construction as contemplated in paragraph 1 above), as nearly as reasonably possible to its original grade and condition, except as necessarily modified to accommodate the Access Improvements, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Grantee shall revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Department of Public Works Engineering. Grantee shall be solely responsible for regular maintenance of the Easement Area related to the use of this Easement, including without limitation, maintenance of vegetation and weed control.

8. Removal of Equipment. Upon completion of any work authorized by this Easement undertaken by or at the direction of Grantee, Grantee shall promptly remove all materials, debris and equipment utilized to perform the work from the Easement Area, including any construction equipment and materials staged and/or stored within the Easement Area, if any.
9. [Intentionally Omitted]
10. Public Roadway. Grantor shall be allowed to construct roadway improvements within the Easement Area if Grantor determines, in its sole discretion, that the Easement Area is needed to accommodate a public roadway (the “**New Road**”). No such New Road shall, however, result in a diminution or relocation of any roadway access points to the Benefited Property created by or as a result of this Easement or effect a termination or release of this Easement. To the extent any New Road requires removal of any driveway or road materials located within the Easement Area, such removal shall be at Grantor’s sole cost. Grantor acknowledges that Grantee shall be allowed to access any existing public roadways or any public roadways constructed within the real property being conveyed by Grantee to Grantor contemporaneously herewith (including the Easement Area) from certain access point pursuant to standardized Douglas County criteria and subject to the submittal and acceptance of an access permit, the issuance of which will not be unreasonably conditioned or denied by Grantor. In the event a New Road has not been constructed on or before January 1, 2018, Grantor acknowledges and agrees that Grantee shall be allowed to widen any existing roadway within the Easement Area connecting the Benefited Property to Moore Road to accommodate two-way vehicular traffic (provided that any such widening shall conform to applicable Douglas County Roadway Design and Construction Standards). In furtherance of the foregoing, the Parties acknowledge that the rights granted hereunder shall be senior to, and take priority over, any rights or restrictions on the use of the Easement Area or any surrounding area owned by Grantor that may be created after the date hereof by virtue of any subsequent easement over or conveyance of such property. Grantee shall be afforded a reasonable prior opportunity to review the terms of any conservation easement or use restriction proposed to be placed upon such land by Grantor in order to confirm that the rights of Grantee hereunder are not adversely affected by such conservation easement or other use restriction.
11. No Additional Uses by Grantee. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purposes contained herein, and this Easement shall not be construed as a dedication of the Easement Area or a grant of uses beyond those contemplated herein.
12. [Intentionally Omitted]
13. Appropriations. Any financial obligations of Grantor shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purpose of this Easement, pursuant to § 29-1-110, C.R.S., as amended.

14. No Waiver of Governmental Immunity. The Grantor, its commissioners, officials, officers, directors, agents and employees, is relying on, and does not waive or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.
15. Mechanic's and Materialmen's Liens. Grantee covenants and agrees to cause any lien of mechanics or materialmen or others to be placed against the Easement Area or on Grantor's property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Grantee or its agents pursuant to this Easement to be promptly removed or bonded over, at Grantee's cost.
16. Compliance with Laws. Grantee shall cause all activities and work on the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all stormwater management laws and regulations. Grantee acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of maintenance and/or repair work.
17. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.
18. Severability. In the event any of the provisions of this Easement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Easement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.
19. Entire Agreement. This Easement sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.
20. Amendment. Any amendment shall be in writing and signed by both Parties.
21. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.
22. Recitals. All recitals are hereby incorporated into the Easement.
23. Counterparts. This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

24. Successors and Assigns. This Easement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto. The benefits and burdens of the Easement and covenants herein shall run with and be appurtenant to the Benefited Property and the Easement Area, such that a transfer of legal title to all or a portion of the Benefited Property or of the Easement Area shall automatically transfer an interest in such benefits and burdens.

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

GRANTOR:

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

Attest:

By: _____
ROGER A. PARTRIDGE, Chair

By: _____
MELISSA PELLETIER,
Deputy Clerk to the Board

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Roger A. Partridge as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Melissa Pelletier as Deputy Clerk to the Board.

SEAL

Witness my hand and official seal

Notary Public

My commission expires: _____

GRANTEE:

**E. I. DU PONT DE NEMOURS AND COMPANY,
a Delaware corporation**

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____,
2014, by _____ as _____ of E. I. Du Pont de
Nemours and Company, a Delaware corporation.

S E A L

Witness my hand and official seal

Notary Public

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER NORTH 89°51'17" EAST, A DISTANCE OF 30.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°33'39" EAST, A DISTANCE OF 1,055.30 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID PARALLEL LINE SOUTH 87°48'35" EAST, A DISTANCE OF 628.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,040.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'26", AN ARC LENGTH OF 188.30 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 77°26'08" EAST, A DISTANCE OF 455.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,040.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°03'37", AN ARC LENGTH OF 309.67 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 360.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°24'23", AN ARC LENGTH OF 172.20 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 87°46'54" EAST, A DISTANCE OF 214.22 FEET;

THENCE SOUTH 67°21'42" WEST, A DISTANCE OF 53.12 FEET;

THENCE SOUTH 08°42'29" EAST, A DISTANCE OF 58.74 FEET;

THENCE NORTH 87°46'54" WEST, A DISTANCE OF 177.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 440.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°24'23", AN ARC LENGTH OF 210.47 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 960.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°03'37", AN ARC LENGTH OF 285.85 FEET;

THENCE TANGENT TO SAID CURVE NORTH 77°26'08" WEST, A DISTANCE OF 455.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 960.00 FEET;

EXHIBIT A
LEGAL DESCRIPTION
CONTINUED

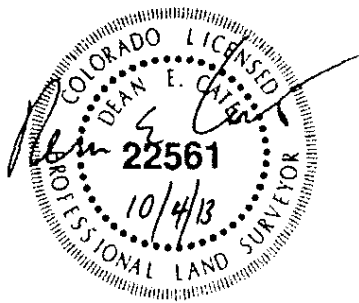
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'26", AN ARC LENGTH OF 173.82 FEET;

THENCE TANGENT TO SAID CURVE NORTH 87°48'35" WEST, A DISTANCE OF 625.06 FEET TO SAID PARALLEL LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 00°33'39" WEST, A DISTANCE OF 80.09 FEET TO THE POINT OF BEGINNING.

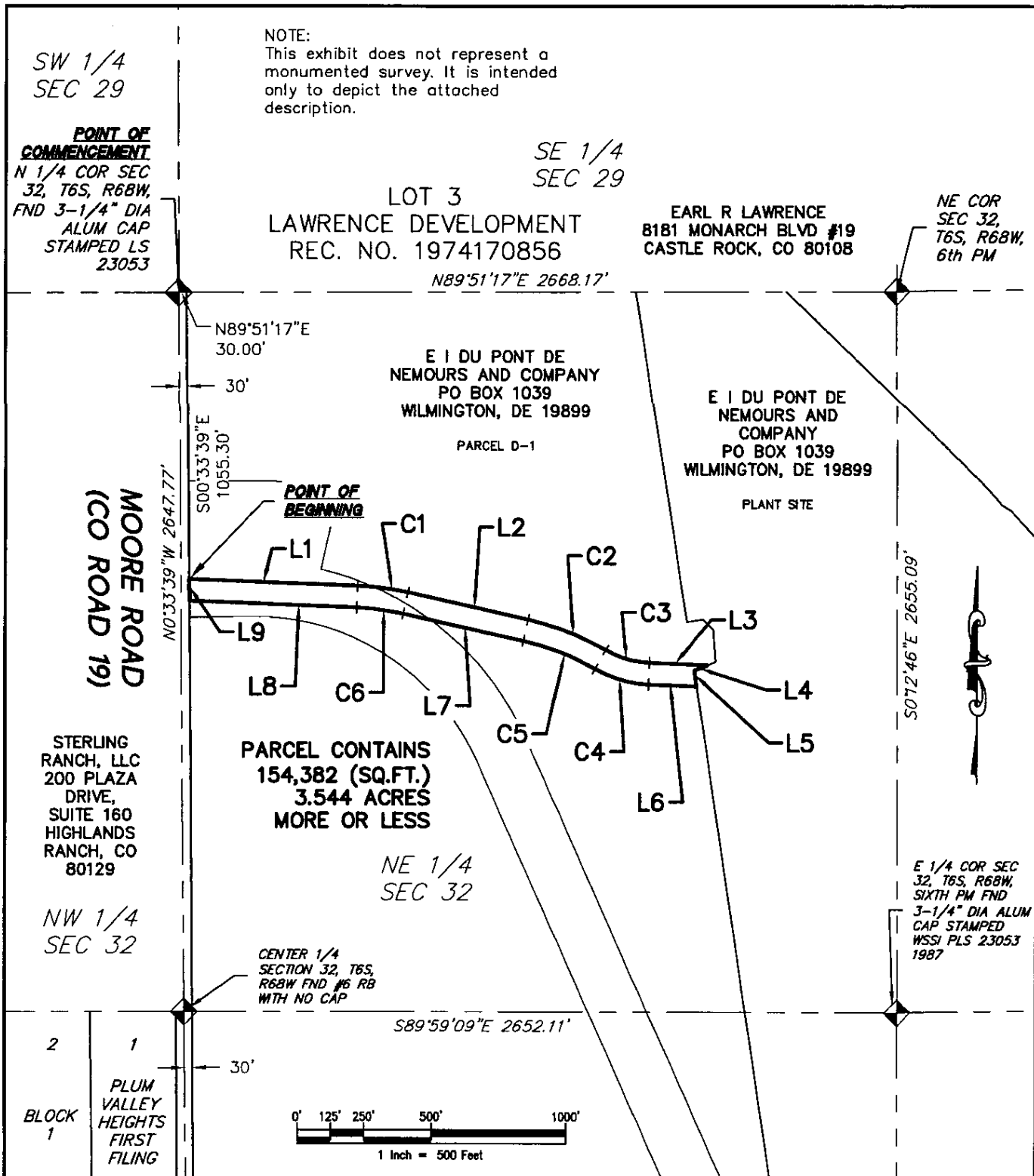
CONTAINING AN AREA OF 3.544 ACRES, (154,382 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



PATH: V:\18313-01\DWG
 DWG NAME: Access Eamt
 DWG: DEC CHK:
 DATE: 10-03-13
 SCALE: 1" = 500'



8000 SOUTH LINCOLN ST,
 SUITE 201
 LITTLETON, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

EXHIBIT A
 NE 1/4 S32, T6S, R68W, SIXTH PM
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 16313-01

3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°48'35"E	628.90'
L2	S77°26'08"E	455.90'
L3	S87°46'54"E	214.22'
L4	S67°21'42"W	53.12'
L5	S08°42'29"E	58.74'
L6	N87°46'54"W	177.15'
L7	N77°26'08"W	455.90'
L8	N87°48'35"W	625.06'
L9	N00°33'39"W	80.09'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	10°22'26"	1040.00'	188.30'
C2	17°03'37"	1040.00'	309.67'
C3	27°24'23"	360.00'	172.20'
C4	27°24'23"	440.00'	210.47'
C5	17°03'37"	960.00'	285.85'
C6	10°22'26"	960.00'	173.82'

PATH: V:\16313-01\DWG
 DWG NAME: Access Eamt
 DWG: DEC CHK:
 DATE: 10-03-13
 SCALE: NA



8800 SOUTH LINCOLN ST.
 SUITE 201
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

EXHIBIT A
 NE 1/4 S32, T6S, R68W, SIXTH PM
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 16313-01

4 OF 4 SHEETS

EXHIBIT B
LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4, WHENCE THE NORTHWEST CORNER OF SAID SECTION 4 BEARS NORTH 01°27'33" EAST, A DISTANCE OF 2686.91 FEET;

THENCE NORTH 18°11'25" EAST, A DISTANCE OF 2160.87 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 81°58'39" WEST, A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 81°58'39" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°34'20", AN ARC LENGTH OF 383.83 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 66°28'01" WEST, A DISTANCE OF 281.67 FEET;

THENCE SOUTH 62°22'03" WEST, A DISTANCE OF 139.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,400.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°34'18" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°32'30", AN ARC LENGTH OF 41.60 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 62°22'03" EAST, A DISTANCE OF 129.14 FEET;

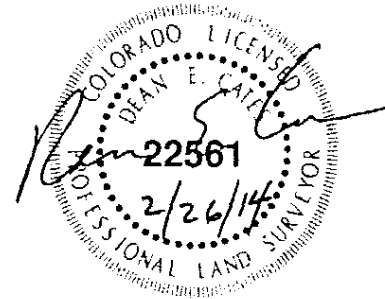
THENCE NORTH 66°28'01" EAST, A DISTANCE OF 331.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,850.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°50'00" WEST;

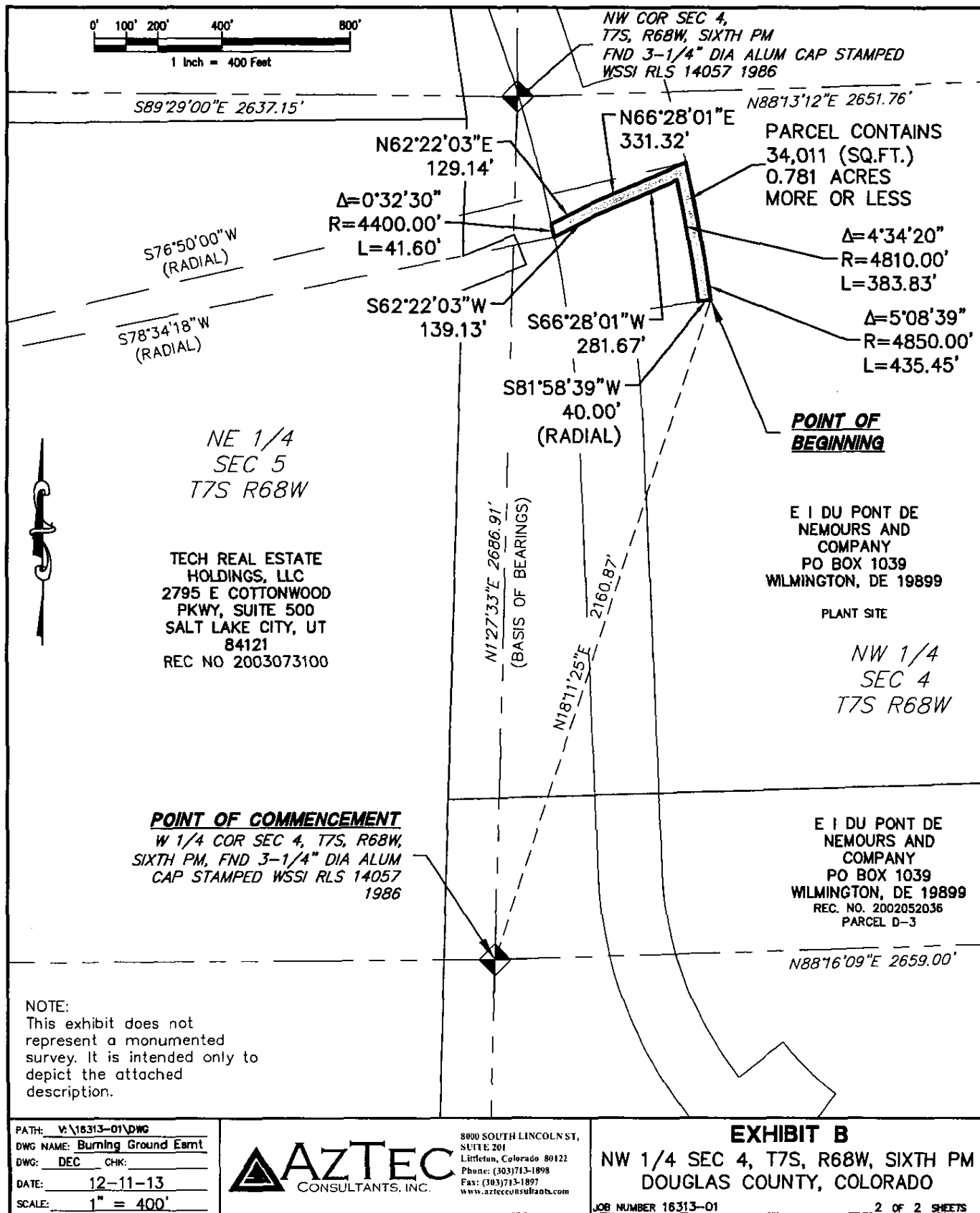
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°08'39", AN ARC LENGTH OF 435.45 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.781 ACRES, (34,011 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122
303-713-1898





PATH: V:\16313-01\DWG
 DWG NAME: Burning Ground Esmt
 DWG: DEC CHK:
 DATE: 12-11-13
 SCALE: 1" = 400'

AZTEC
 CONSULTANTS, INC.

8000 SOUTH LINCOLN ST,
 SUITE 201
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

EXHIBIT B
 NW 1/4 SEC 4, T7S, R68W, SIXTH PM
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 16313-01 2 OF 2 SHEETS

EXHIBIT C
LEGAL DESCRIPTION

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

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 32 NORTH 89°51'17" EAST, A DISTANCE OF 1697.35 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°51'17" EAST, A DISTANCE OF 558.47 FEET TO THE NORTHWEST CORNER OF PARCEL D-2 RECORDED IN BOOK 2339 AT PAGE 1183 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (8) COURSES:

1. SOUTH 46°26'51" EAST, A DISTANCE OF 1,030.86 FEET;
2. SOUTH 41°48'51" EAST, A DISTANCE OF 99.68 FEET;
3. SOUTH 58°18'05" EAST, A DISTANCE OF 40.88 FEET;
4. SOUTH 43°59'11" EAST, A DISTANCE OF 730.63 FEET;
5. SOUTH 19°17'03" EAST, A DISTANCE OF 43.91 FEET;
6. SOUTH 10°24'22" WEST, A DISTANCE OF 30.03 FEET;
7. SOUTH 38°27'02" EAST, A DISTANCE OF 333.07 FEET;
8. SOUTH 54°13'44" EAST, A DISTANCE OF 44.31 FEET TO THE NORTHERLY LINE OF THAT PARCEL DESCRIBED AS THE POND EXHIBIT AND EXCEPTED FROM SAID PARCEL D-2;

THENCE ALONG THE BOUNDARY LINES OF SAID POND EXHIBIT THE FOLLOWING (4) COURSES:

1. NORTH 35°46'15" EAST, A DISTANCE OF 287.80 FEET;
2. NORTH 89°59'27" EAST, A DISTANCE OF 326.80 FEET;
3. SOUTH 33°53'23" EAST, A DISTANCE OF 385.17 FEET;
4. SOUTH 22°57'33" WEST, A DISTANCE OF 353.81 FEET TO SAID WESTERLY LINE OF PARCEL D-2;

THENCE ALONG THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (19) COURSES:

1. SOUTH 54°13'44" EAST, A DISTANCE OF 389.74 FEET;
2. SOUTH 20°30'58" WEST, A DISTANCE OF 283.69 FEET;
3. SOUTH 28°09'17" EAST, A DISTANCE OF 453.74 FEET;

EXHIBIT C
LEGAL DESCRIPTION
CONTINUED

4. SOUTH 88°33'42" EAST, A DISTANCE OF 257.56 FEET;
5. SOUTH 56°28'21" EAST, A DISTANCE OF 63.92 FEET;
6. SOUTH 48°30'01" EAST, A DISTANCE OF 30.19 FEET;
7. SOUTH 37°06'55" EAST, A DISTANCE OF 30.14 FEET;
8. SOUTH 23°22'13" EAST, A DISTANCE OF 37.34 FEET;
9. SOUTH 41°10'12" EAST, A DISTANCE OF 249.14 FEET;
10. SOUTH 04°56'19" WEST, A DISTANCE OF 95.55 FEET;
11. SOUTH 83°45'39" WEST, A DISTANCE OF 167.61 FEET;
12. SOUTH 37°28'17" WEST, A DISTANCE OF 479.01 FEET;
13. SOUTH 47°45'30" EAST, A DISTANCE OF 52.60 FEET;
14. SOUTH 60°42'09" EAST, A DISTANCE OF 368.23 FEET;
15. SOUTH 48°15'44" EAST, A DISTANCE OF 105.26 FEET;
16. SOUTH 04°03'22" EAST, A DISTANCE OF 423.54 FEET;
17. SOUTH 11°41'19" EAST, A DISTANCE OF 337.04 FEET;
18. SOUTH 68°21'14" WEST, A DISTANCE OF 910.58 FEET;
19. SOUTH 12°22'53" EAST, A DISTANCE OF 31.81 FEET TO THE NORTHWEST CORNER OF LOUVIERS SUBDIVISION AS SHOWN ON LAND SURVEY PLAT NO. 3125 ON DEPOSIT IN THE IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE BOUNDARY LINES OF SAID LOUVIERS SUBDIVISION THE FOLLOWING (11) COURSES:

1. SOUTH 12°14'08" EAST, A DISTANCE OF 125.00 FEET;
2. NORTH 77°45'52" EAST, A DISTANCE OF 70.13 FEET;
3. SOUTH 70°45'08" EAST, A DISTANCE OF 282.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 98.70 FEET;
4. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°16'00", AN ARC LENGTH OF 46.97 FEET;
5. SOUTH 43°29'08" EAST, A DISTANCE OF 77.00 FEET;
6. SOUTH 10°06'52" WEST, A DISTANCE OF 202.03 FEET;

EXHIBIT C
LEGAL DESCRIPTION
CONTINUED

7. SOUTH 62°09'40" WEST, A DISTANCE OF 238.07 FEET;
8. SOUTH 07°36'07" EAST, A DISTANCE OF 696.71 FEET;
9. SOUTH 45°24'53" WEST, A DISTANCE OF 669.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 12°02'19" WEST;
10. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 323°45'40", AN ARC LENGTH OF 282.53 FEET;
11. NON-TANGENT TO SAID CURVE NORTH 45°24'53" EAST, A DISTANCE OF 182.39 FEET TO A WESTERLY LINE OF PARCEL D-3 RECORDED IN BOOK 2339 AT PAGE 1201 IN SAID RECORDS;

THENCE ALONG THE BOUNDARY LINES OF SAID PARCEL D-3 THE FOLLOWING (2) COURSES:

1. SOUTH 01°44'42" EAST, A DISTANCE OF 608.07 FEET;
2. SOUTH 88°16'18" WEST, A DISTANCE OF 1493.38 FEET;

THENCE DEPARTING SAID BOUNDARY LINE NORTH 02°29'37" WEST, A DISTANCE OF 1,059.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,600.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°31'44", AN ARC LENGTH OF 443.89 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 81°58'39" EAST, A DISTANCE OF 250.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,850.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 81°58'39" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'46", AN ARC LENGTH OF 754.44 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 73°03'54" WEST, A DISTANCE OF 250.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,600.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 73°03'54" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°15'03", AN ARC LENGTH OF 582.12 FEET;

THENCE TANGENT TO SAID CURVE NORTH 24°11'09" WEST, A DISTANCE OF 951.05 FEET;

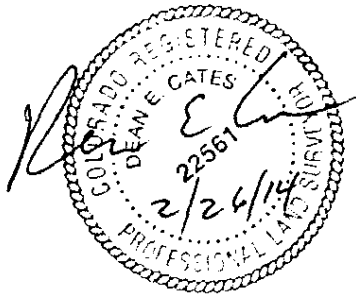
THENCE NORTH 08°42'29" WEST, A DISTANCE OF 2,517.74 FEET;

THENCE NORTH 67°21'42" EAST, A DISTANCE OF 85.38 FEET;

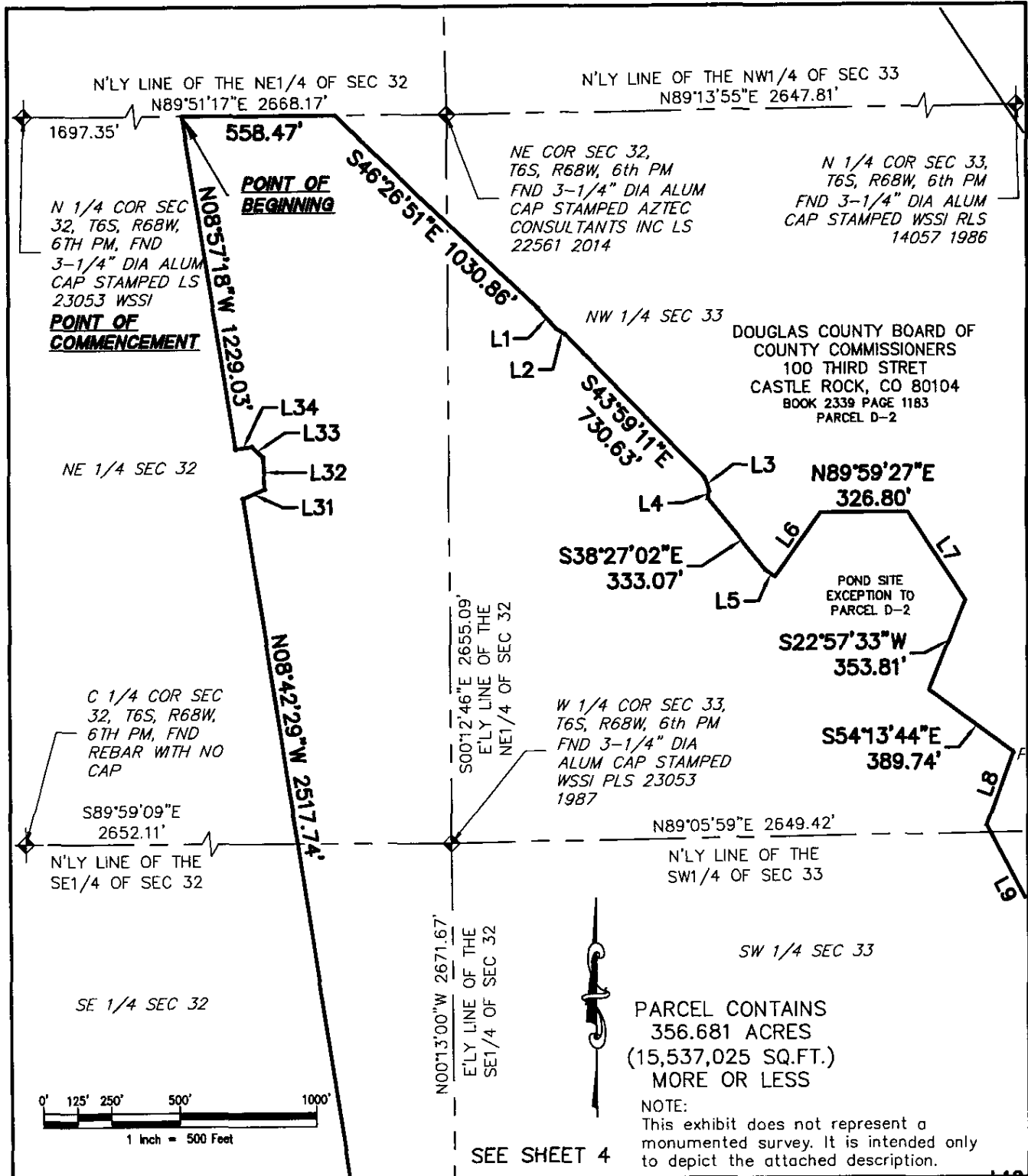
THENCE NORTH 04°01'58" WEST, A DISTANCE OF 117.13 FEET;

EXHIBIT C
LEGAL DESCRIPTION
CONTINUED

THENCE NORTH 45°51'20" WEST, A DISTANCE OF 55.33 FEET;
THENCE SOUTH 81°28'38" WEST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 08°57'18" WEST, A DISTANCE OF 1,229.03 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 356.681 ACRES, (15,537,025 SQUARE FEET), MORE OR LESS.
EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEAN E. CATES, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122
303-713-1898

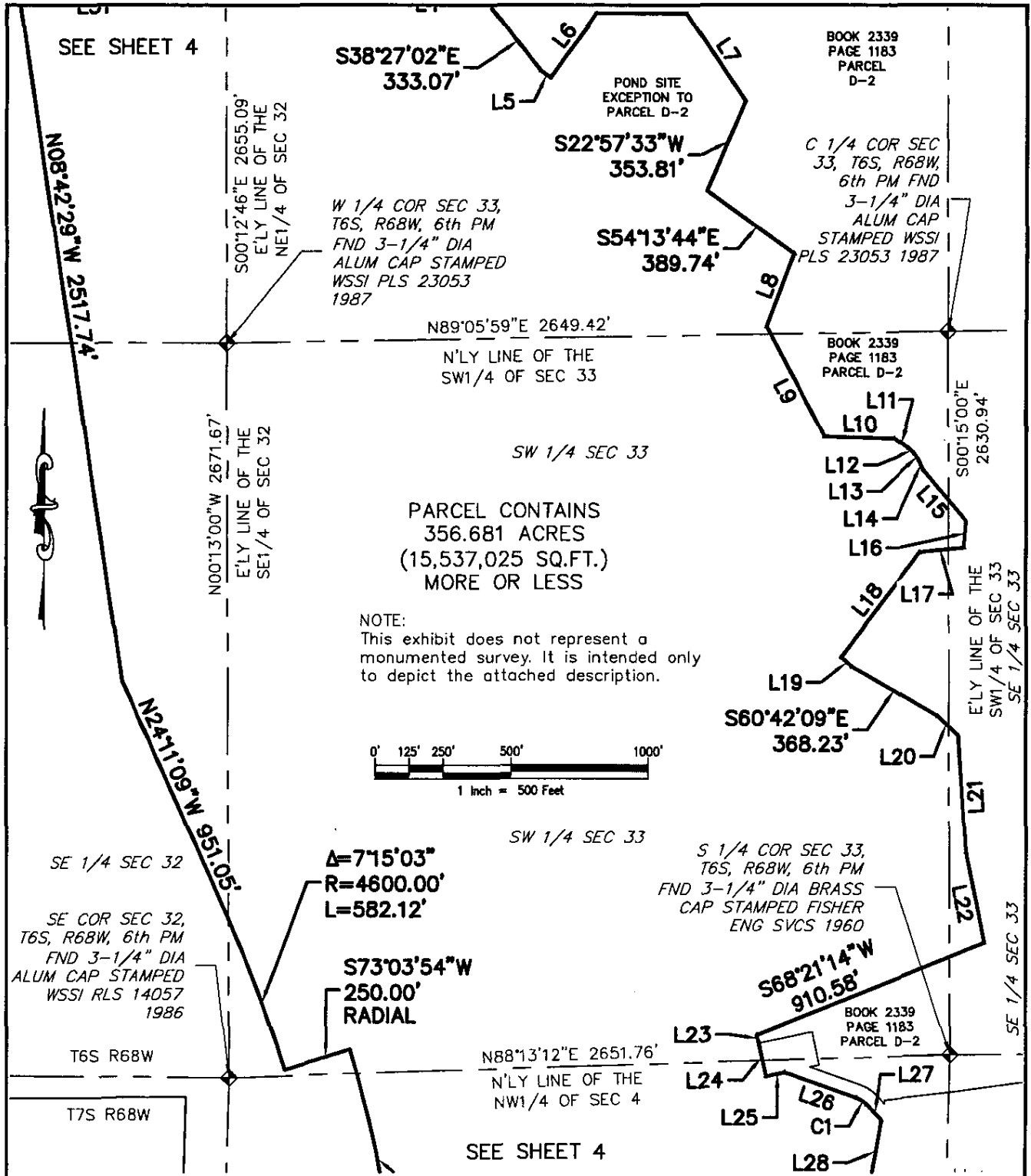


PATH: V:\13414-01\DWG
 DWG NAME: plant site remainder
 DWG: DEC CHK:
 DATE: 02/25/14
 SCALE: 1" = 500'

AZTEC
 CONSULTANTS, INC.

8000 SOUTH LINCOLN ST.
 SUITE 201
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

EXHIBIT C
 SEC 32 & 33 T6S, SEC 4, T7S, R68W, 6TH PM
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 13414-01 5 OF 8 SHEETS

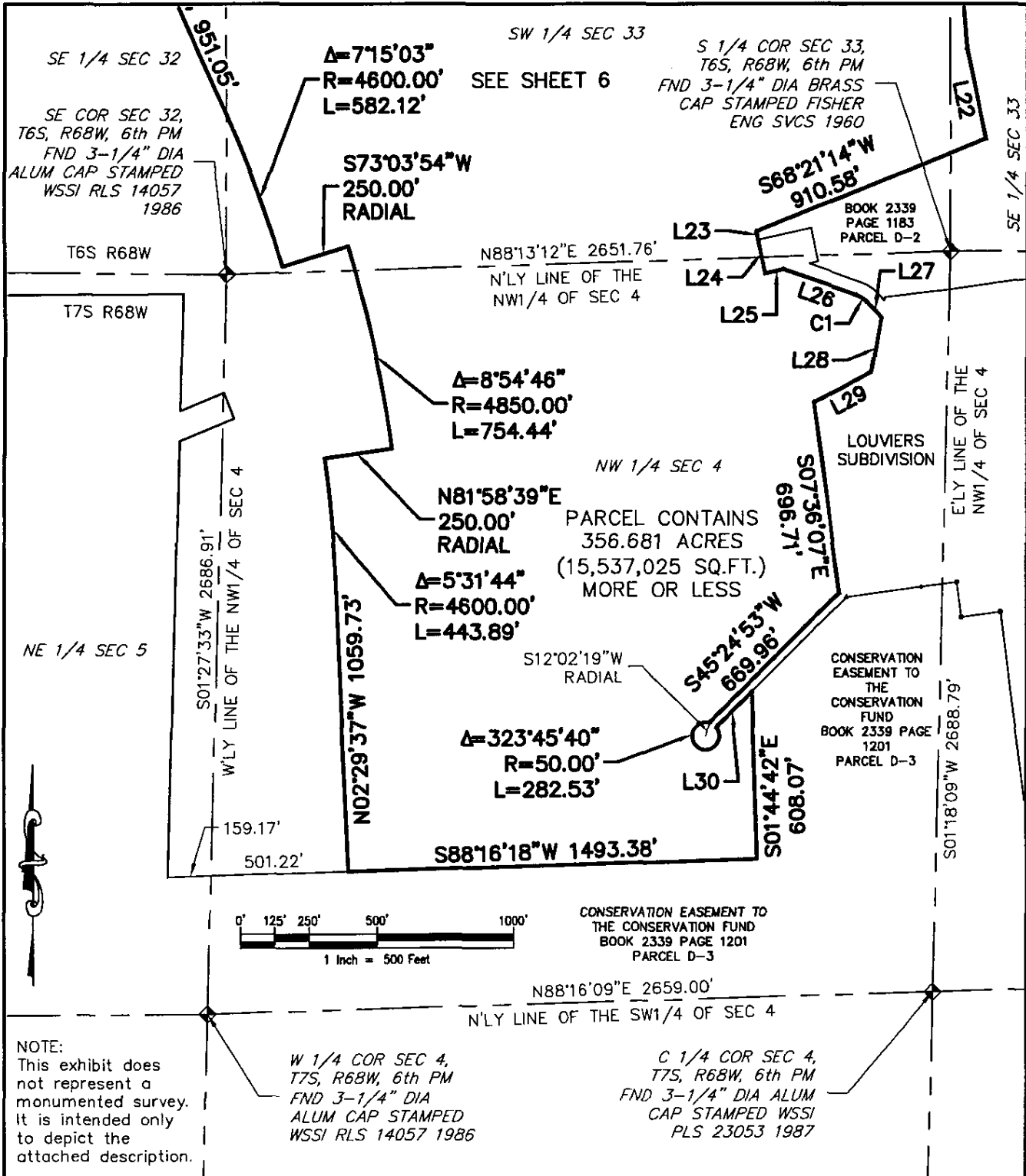


PATH: V:\13414-01\DWG
 DWG NAME: plant site remainder
 DWG: DEC CHK:
 DATE: 02/25/14
 SCALE: 1" = 500'

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EXHIBIT C
 SEC 32 & 33 T6S, SEC 4, T7S, R68W, 6TH PM
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 13414-01 6 OF 8 SHEETS



PATH: v:\13414-01\DWG
DWG NAME: plant site remainder
DWG: DEC CHK:
DATE: 02/25/14
SCALE: 1" = 500'

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EXHIBIT C
SEC 32 & 33 T6S, SEC 4, T7S, R68W, 6TH PM
DOUGLAS COUNTY, COLORADO
JOB NUMBER 13414-01 7 OF 8 SHEETS

LINE TABLE		
LINE	BEARING	LENGTH
L1	S41°48'51"E	99.68'
L2	S58°18'05"E	40.88'
L3	S19°17'03"E	43.91'
L4	S10°24'22"W	30.03'
L5	S54°13'44"E	44.31'
L6	N35°46'15"E	287.80'
L7	S33°53'23"E	385.17'
L8	S20°30'58"W	283.69'
L9	S28°09'17"E	453.74'
L10	S88°33'42"E	257.56'
L11	S56°28'21"E	63.92'
L12	S48°30'01"E	30.19'
L13	S37°06'55"E	30.14'
L14	S23°22'13"E	37.34'
L15	S41°10'12"E	249.14'
L16	S04°56'19"W	95.55'
L17	S83°45'39"W	167.61'
L18	S37°28'17"W	479.01'
L19	S47°45'30"E	52.60'
L20	S48°15'44"E	105.26'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S04°03'22"E	423.54'
L22	S11°41'19"E	337.04'
L23	S12°22'53"E	31.81'
L24	S12°14'08"E	125.00'
L25	N77°45'52"E	70.13'
L26	S70°45'08"E	282.72'
L27	S43°29'08"E	77.00'
L28	S10°06'52"W	202.03'
L29	S62°09'40"W	238.07'
L30	N45°24'53"E	182.39'
L31	N67°21'42"E	85.38'
L32	N04°01'58"W	117.13'
L33	N45°51'20"W	55.33'
L34	S81°28'38"W	60.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	27°16'00"	98.70'	46.97'

PATH: v:\13414-01\DWG
 DWG NAME: plant site remainder
 DWG: DEC CHK:
 DATE: 02/25/14
 SCALE: 1" = 500'



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EXHIBIT C

SEC 32 & 33 T6S, SEC 4, T7S, R68W, 6TH PM
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 13414-01 8 OF 8 SHEETS