

RESOLUTION NO. R-018-104

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

**RESOLUTION VACATING A PORTION OF ROXBOROUGH PARK ROAD,
LOCATED IN THE SW 1/4 OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 68
WEST OF THE 6TH P.M. & SE1/4 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE
69 WEST OF THE 6TH P.M. DOUGLAS COUNTY, COLORADO**

WHEREAS, the Board of County Commissioners desires to vacate a portion of Roxborough Park Road right-of-way, as shown on the Douglas County Assessor's Maps of Record, and more specifically described on Exhibit A attached hereto and incorporated herein ("Roxborough Park Road right-of-way"); and

WHEREAS, Section 43-2-303, C.R.S., authorizes the Board of County Commissioners to vacate roadways, easements, rights-of-way, and other public ways located within the unincorporated area of the County; and

WHEREAS, the Board of County Commissioners held a public hearing concerning the road vacation on September 11, 2018; and

WHEREAS, notice of said public hearing was published in the *Douglas County News-Press* on August 23, 2018; and

WHEREAS, notice of said public hearing was posted on August 27, 2018; and

WHEREAS, written notice of said hearing was sent by first class mail to all abutting landowners on August 21, 2018; and

WHEREAS, all required notices of said hearing were given as required by section 710B of the Douglas County Subdivision Resolution; and

WHEREAS, said public hearing was properly continued to October 09, 2018; and

WHEREAS, the segment of Roxborough Park Road right-of-way is located entirely within the unincorporated area of Douglas County; and

WHEREAS, the segment of Roxborough Park Road right-of-way does not constitute the boundary line between two counties; and

WHEREAS, the segment of Roxborough Park Road right-of-way does not constitute the boundary of a city or town; and

WHEREAS, pursuant to the final plat of Solstice Filing No. 1 as the same is approved by the Board of County Commissioners concurrently with this Resolution, the owner of the land abutting the right-of-way segment that is vacated pursuant to this Resolution will be required to construct a realigned segment of Roxborough Park Road, which realigned segment will be dedicated to Douglas County pursuant to said final plat of Solstice Filing No. 1, and which will provide a continuous connection between the segments of Roxborough Park Road; and

WHEREAS, the fee owner of the real property described in the attached Exhibit A has executed a temporary easement, granting certain rights to the County for the benefit of the public, which will be recorded simultaneously with the recordation of this Resolution, encumbering such real property as is necessary in order to ensure temporary, continuous vehicular, bicycle, and pedestrian access, and to allow for maintenance of existing public utilities, within such real property until such time as Douglas County preliminarily accepts public improvements within the realigned segment of Roxborough Park Road; and

WHEREAS, the vacation of the portion of Roxborough Park Road right-of-way is in keeping with the spirit and intent of the Douglas County Subdivision Resolution and the Douglas County Master Plan and Transportation Plan; and

WHEREAS, the vacation of the portion Roxborough Park Road right-of-way will not adversely affect the public health, safety, and welfare; now, therefore,

BE IT RESOLVED, by the Board of County Commissioners of the County of Douglas, Colorado, that:

1. The portion of Roxborough Park Road right-of-way, as shown on the Douglas County Assessor's Maps of Record, more particularly described on Exhibit A attached hereto and incorporated herein, is hereby vacated.
2. Pursuant to Section 43-2-302(1)(b), C.R.S., ownership of the portion of Roxborough Park Road right-of-way shall fully vest in Shea Homes, LP, its successors and assigns.
3. The passage of this Resolution shall satisfy the requirement of Section 43-2-303(1)(b), C.R.S., that the Roxborough Park Road right-of-way be vacated by resolution approved by the Board of County Commissioners. Following the termination of the temporary easement described above, no further action shall be necessary to complete the vacation of the right-of-way described in Exhibit A.

PASSED AND ADOPTED this 9th day of October 2018, in Castle Rock, Douglas County, Colorado.

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

By: Lora L. Thomas
Lora L. Thomas, Chair

ATTEST:

By: Emily Wrenn
Emily Wrenn
Deputy Clerk

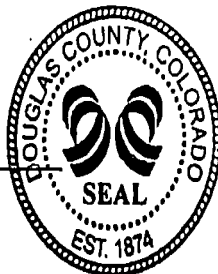


EXHIBIT A
LEGAL DESCRIPTION OF VACATED RIGHT-OF-WAY

RESOLUTION NO. R-018-_____

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

**A RESOLUTION VACATING A PORTION OF ROXBOROUGH PARK ROAD,
LOCATED IN THE SW 1/4 OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 68
WEST OF THE 6TH P.M. & SE1/4 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE
69 WEST OF THE 6TH P.M. DOUGLAS COUNTY, COLORADO**

WHEREAS, the Board of County Commissioners desires to vacate a portion of Roxborough Park Road right-of-way, as shown on the Douglas County Assessor's Maps of Record, and more specifically described on Exhibit A attached hereto and incorporated herein ("Roxborough Park Road right-of-way"); and

WHEREAS, Section 43-2-303, C.R.S., authorizes the Board of County Commissioners to vacate roadways, easements, rights-of-way, and other public ways located within the unincorporated area of the County; and

WHEREAS, the Board of County Commissioners held a public hearing concerning the road vacation on September 11, 2018; and

WHEREAS, notice of said public hearing was published in the *Douglas County News-Press* on August 23, 2018; and

WHEREAS, notice of said public hearing was posted on August 27, 2018; and

WHEREAS, written notice of said hearing was sent by first class mail to all abutting landowners on August 21, 2018; and

WHEREAS, all required notices of said hearing were given as required by section 710B of the Douglas County Subdivision Resolution; and

WHEREAS, said public hearing was properly continued to October 09, 2018; and

WHEREAS, the segment of Roxborough Park Road right-of-way is located entirely within the unincorporated area of Douglas County; and

WHEREAS, the segment of Roxborough Park Road right-of-way does not constitute the boundary line between two counties; and

WHEREAS, the segment of Roxborough Park Road right-of-way does not constitute the boundary of a city or town; and

WHEREAS, pursuant to the final plat of Solstice Filing No. 1 as the same is approved by the Board of County Commissioners concurrently with this Resolution, the owner of the land abutting the right-of-way segment that is vacated pursuant to this Resolution will be required to construct a realigned segment of Roxborough Park Road, which realigned segment will be dedicated to Douglas County pursuant to said final plat of Solstice Filing No. 1, and which will provide a continuous connection between the segments of Roxborough Park Road; and

WHEREAS, the fee owner of the real property described in the attached Exhibit A has executed a temporary easement, granting certain rights to the County for the benefit of the public, which will be recorded simultaneously with the recordation of this Resolution, encumbering such real property as is necessary in order to ensure temporary, continuous vehicular, bicycle, and pedestrian access, and to allow for maintenance of existing public utilities, within such real property until such time as Douglas County preliminarily accepts public improvements within the realigned segment of Roxborough Park Road; and

WHEREAS, the vacation of the portion of Roxborough Park Road right-of-way is in keeping with the spirit and intent of the Douglas County Subdivision Resolution and the Douglas County Master Plan and Transportation Plan; and

WHEREAS, the vacation of the portion Roxborough Park Road right-of-way will not adversely affect the public health, safety, and welfare; now, therefore,

BE IT RESOLVED, by the Board of County Commissioners of the County of Douglas, Colorado, that:

1. The portion of Roxborough Park Road right-of-way, as shown on the Douglas County Assessor's Maps of Record, more particularly described on Exhibit A attached hereto and incorporated herein, is hereby vacated.
2. Pursuant to Section 43-2-302(1)(b), C.R.S., ownership of the portion of Roxborough Park Road right-of-way shall fully vest in the owners of the land abutting the vacated portion upon vacation.
3. The passage of this Resolution shall satisfy the requirement of Section 43-2-303(1)(b), C.R.S., that the Roxborough Park Road right-of-way be vacated by resolution approved by the Board of County Commissioners. Following the termination of the temporary easement described above, no further action shall be necessary to complete the vacation of the right-of-way described in Exhibit A.

PASSED AND ADOPTED this _____ day of _____, 2018, in Castle Rock, Douglas County, Colorado.

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

By: _____
Lora L. Thomas, Chair

ATTEST:

By: _____
Emily Wrenn
Deputy Clerk

EXHIBIT A
LEGAL DESCRIPTION OF VACATED RIGHT-OF-WAY

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF ROXBOROUGH ROAD RIGHT OF WAY AS SHOWN ON THAT MAP FOUND IN BOOK 1 OF PLATS, PAGE 8 AND 28 IN THE RECORDS OF DOUGLAS COUNTY CLERK AND RECORDER OFFICE, A PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 68 WEST AND THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 69 WEST ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 13, WHENCE THE EASTERLY LINE OF SAID SOUTHEAST QUARTER BEARS NORTH 00°19'30" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 13, SOUTH 89°43'10" WEST, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG A LINE PARALLEL WITH AND 30 FEET WESTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13, NORTH 00°19'30" WEST, A DISTANCE OF 2,596.07 FEET;

THENCE SOUTH 88°49'16" EAST, A DISTANCE OF 30.01 FEET TO SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°19'30" WEST, A DISTANCE OF 49.96 FEET;

THENCE DEPARTING SAID EASTERLY LINE, SOUTH 88°56'37" EAST, A DISTANCE OF 30.01 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 30 FEET EASTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13 SOUTH 00°19'30" EAST, A DISTANCE OF 2,644.69 FEET TO THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 18;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°55'58" WEST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 3.609 ACRES, (157,220 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

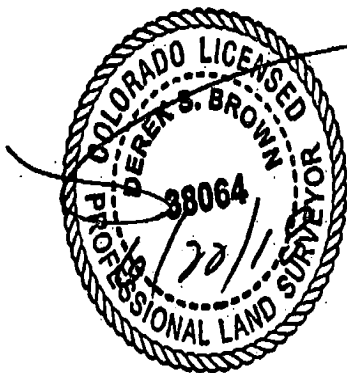


DEREK S. BROWN
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A

SEE SHEET 3

PARCEL CONTAINS
157,220 (SQ.FT.)
3.609 ACRES
MORE OR LESS



UNPLATTED

SE 1/4 SEC. 13
T.6S., R.69W.,
SIXTH P.M.

POINT OF BEGINNING

SE COR. SEC. 13, T6S, R69W, 6TH P.M.
RECOVERED 2-1/2" ALUM. CAP
STAMPED "PLS 28656" IN RANGE BOX

20' WIDE PUBIC RIGHT-OF-WAY
PLUM CREEK ACRES
REC. NO. 95790 & 96989

N89°43'10"E 2656.74'

SOUTHERLY LINE OF SE 1/4 OF SEC. 13

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

30'
60'
EASTERLY LINE OF SEC. 13
(BASIS OF BEARINGS)
N00°19'30"W 2656.28'
N00°19'30"W 2596.07'
S00°19'30"E 2644.69'

N00°19'30"W 2656.28'
UNPLATTED

SW 1/4 SEC. 18
T.6S., R.68W.,
SIXTH P.M.

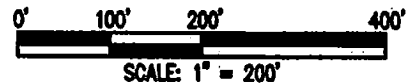
ROXBOROUGH PARK ROAD

BOOK 1 OF PLATS, PAGE 8 & 28
60' WIDE PUBLIC ROW

20' WIDE PRIVATE ROAD
BRALEY ACRES-FILING NO. 1 AMENDED PLAT
REC. NO. 143486

SOUTHERLY LINE OF SW 1/4 OF SEC. 18

N89°55'58"E 2551.40'



PATH:
DWG NAME: ROW VACATION.DWG
DWG: DR CHK: DSB
DATE: 6/13/2018
SCALE: 1" = 200'



Q:\10718-02 - Solstice Filing No. 1 Final Plat\Drawg\EXHIBITS

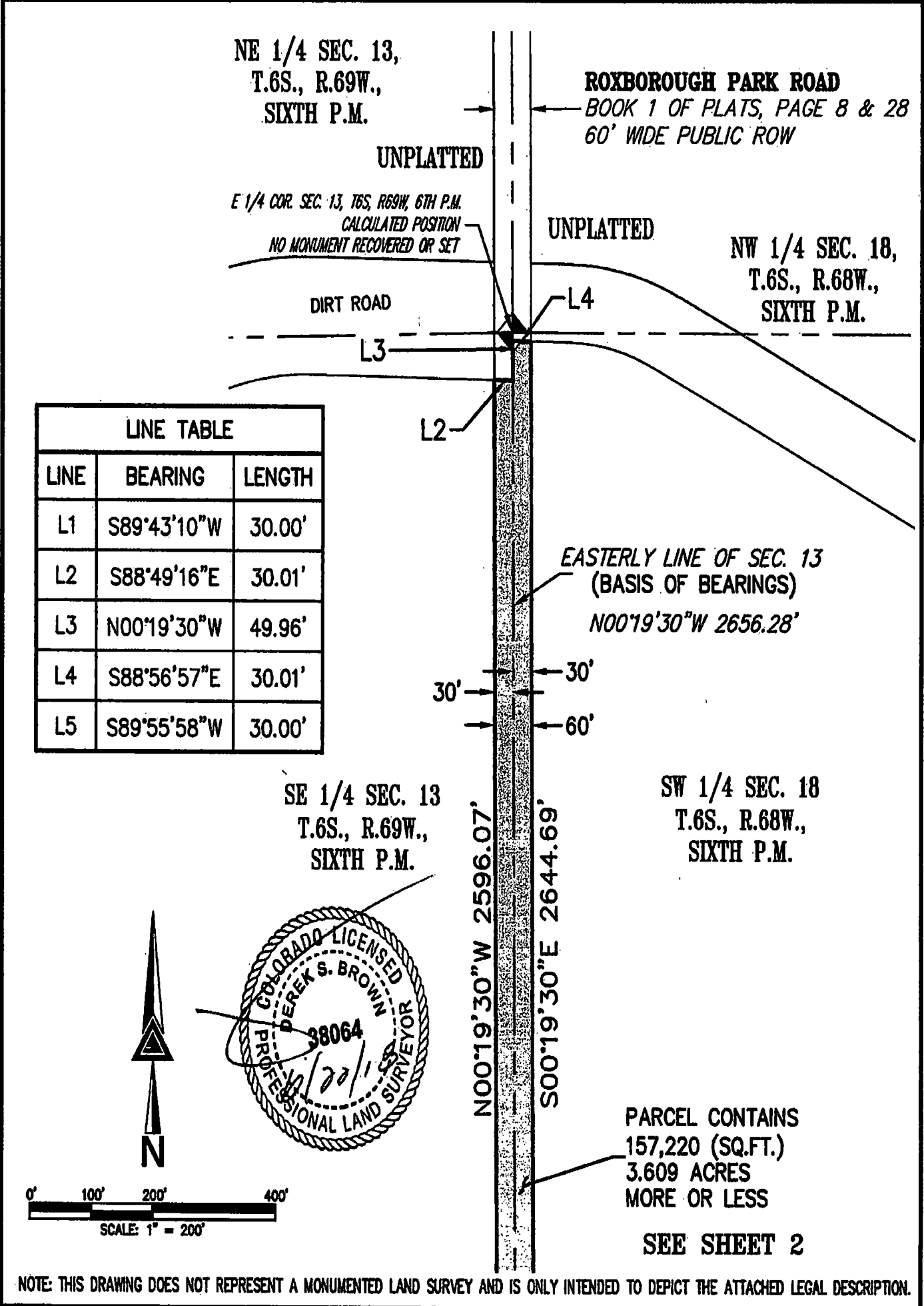
308 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1893
Fax: (303) 713-1897
www.aztecconsultants.com

EXHIBIT A
RIGHT OF WAY VACATION
ROXBOROUGH ROAD

JOB NUMBER 10718-02

2 OF 3 SHEETS

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: ROW VACATION.DWG
DWG: DR CHK: DSB
DATE: 6/13/2018
SCALE: 1" = 200'

AZTEC
CONSULTANTS, INC.
300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
C:\10718-02 - Solstice Filing No. 1 Final Plat\Drawings\EXHIBITS

EXHIBIT A
RIGHT OF WAY VACATION
ROXBOROUGH ROAD
JOB NUMBER 10718-02 3 OF 3 SHEETS

TEMPORARY EASEMENT AGREEMENT

This TEMPORARY EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of _____, 2018, by and between SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership (together with its successors and assigns, “**Shea**”) and DOUGLAS COUNTY, a political subdivision of the State of Colorado (the “**County**”).

Recitals

This Agreement is made with respect to the following facts:

A. Shea owns certain real property located in unincorporated Douglas County, Colorado legally described on Exhibit A of this Agreement (the “**Shea Property**”).

B. A 60-foot public right-of-way for “**Roxborough Park Road**,” a County roadway, bisects the Shea Property.

C. Shea plans to construct, within the Shea Property, a mixed-use residential project consisting of 1,100 single-family residential lots (the “**Solstice Development**”). Shea has submitted to the County an application for approval of a final plat for Solstice Filing No. 1 (the “**Plat**”), comprising the first phase of the Solstice Development.

D. Pursuant to the Plat, Shea plans to dedicate right-of-way and to cause the construction of improvements as necessary to realign a portion of Roxborough Park Road through the Shea Property (the “**Realigned Road**”).

E. In connection with its approval of the Plat, it is anticipated that the Board of County Commissioners (the “**BOCC**”) will approve the vacation of that certain portion of Roxborough Park Road which will be bypassed by the Realigned Road (the “**Vacation**”), which real property is legally described and depicted on the attached Exhibit B (the “**Vacated ROW**”).

F. Notwithstanding the BOCC’s anticipated approval of the Vacation, Shea and the County desire to provide continuous vehicular, bicycle, and pedestrian access, as well as to allow continued maintenance of utilities, through the Shea Property along the Vacated ROW prior to the completion and the County’s preliminary acceptance of the public improvements constituting the Realigned Road.

G. In addition, Shea and the County desire to provide vehicular, bicycle, and pedestrian access, as well as to allow the installation and maintenance of utilities, through the Shea Property, along two roadways that will temporarily connect “**Bright Sky Lane**” and “**Lake Breeze Drive**,” as both are shown on the Plat, to the existing Roxborough Park Road, prior to the completion and the County’s preliminary acceptance of the public improvements constituting the Realigned Road. These two roadways are legally described and depicted on the attached Exhibit C (the “**Connector Roads**”).

H. The County therefore desires to obtain a temporary easement in order to provide public and utility access over, under, across, and through the Vacated ROW and the Connector Roads, and Shea has agreed to grant such an easement pursuant to the terms of this Agreement.

Agreement

1. Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Access Easement. Shea hereby grants to the County, for the benefit of the general public, a temporary, non-exclusive easement over, under, across, and through the Vacated ROW and the Connector Roads for:

(a) public roadway purposes, which may include but are not limited to, vehicular, bicycle, and pedestrian access, and the installation and maintenance of public utilities; and

(b) (ii) maintenance, snow removal, and repair of any public improvements located within the Vacated ROW in accordance with the terms of this Agreement (the “Easement”).

3. Effective Date of Easement. The Easement will take effect and will encumber the Shea Property only upon the occurrence of the following two conditions: (1) approval by the BOCC of the Vacation pursuant to Resolution No. 18-____; and (2) approval by the BOCC of the Plat, subject only to such conditions as may be mutually agreed upon by the Shea and the County.

4. Easement Does Not Create Roadway. It is understood and agreed upon by Shea and the County that the Easement established hereby does not establish a “roadway” as such term is used in Section 43-2-303(1)(b), C.R.S., and that no further action beyond the BOCC’s approval of the Vacation will be required in order to complete such Vacation. Upon the termination of the Easement in accordance with Section 7 below, the County will have no further right, title, or interest in and to the Vacated ROW or the Connector Roads, except as may be otherwise set forth on the Plat or other written instrument.

5. Shea’s Reserved Rights; Limitations on Use. Shea reserves the rights to use the Vacated ROW and the Connector Roads for any purposes so long as such use does not materially and unreasonably interfere with the public’s use and enjoyment of the Easement. Without limiting the generality of the foregoing sentence, Shea reserves the right to cause intermittent closures, or to modify traffic patterns, along Roxborough Park Road across the Vacated ROW and the Connector Roads in connection with its construction of any public improvements within the Solstice Development.

6. Maintenance and Repair of the Vacated ROW and the Connector Roads. The County will be responsible at its sole cost and expense to maintaining the public improvements located within the Vacated ROW in good condition and repair, including, without limitation, providing snow removal, repair, replacement, and the removal of conditions and hazards that might cause accidents. Shea will have no responsibility to cause the maintenance of any public improvements within the

Vacated ROW that existed as of the date first set forth above. It is acknowledged that the Connector Roads and the improvements therein will not be dedicated to the County and will be privately constructed and maintained by Shea.

7. Termination of Easement. The Easement shall terminate upon (a) mutual, written agreement by Shea and the County; or (b) preliminary acceptance of the public improvements constituting the Realigned Road by the County. While not required in order to effectuate the termination of the Easement, the approval by the BOCC and subsequent recordation in the real property records of the County of a resolution memorializing the termination of the Easement will constitute conclusive evidence of the Easement's termination.

8. Inurement; Runs With Land; Assignment. Each and every one of the benefits and burdens of this Agreement will inure to and be binding upon the parties and their respective legal representatives, heirs, administrators, successors and assigns. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Vacated ROW and Connector Roads and are to run with the land. Notwithstanding the foregoing, the only parties that may enforce the terms of this Agreement are Shea and the County, and no member of the public or any other third-party entity shall have any right to enforce this Agreement.

9. Recording. This Agreement will be recorded in the real property records of the County contemporaneously with the resolution approving the Vacation.

10. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties relating to the Easement, and no modification or amendment of this Agreement will be effective unless made by written instrument executed by Shea and the County.

11. Severability. If any term, provision, covenant or agreement contained in this Agreement is determined to be illegal or unenforceable to any extent, then such provision will be deemed severed from this Agreement and this Agreement will then be enforced to the fullest extent permitted by applicable law.

12. Notices. All notices or other communication required or permitted hereunder must be in writing and addressed as set forth below, and will be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice, if personally delivered; (ii) the business day following its deposit in an overnight mail facility if sent by overnight mail (Federal Express or the like); (iii) four business days after the date of posting by the United States post office, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iv) when sent, if given by email.

Shea:	Shea Homes Limited Partnership
	9380 Station Street, Suite 600
	Lone Tree, Colorado 80124
	Attn: Ryan W. McDermed, Vice President of Forward Planning
	Email: ryan.mcdermed@sheahomes.com

With a copy to: Otten Johnson Robinson Neff + Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Brian J. Connolly
Email: bconnolly@ottenjohnson.com

County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attn: Christopher Pratt
Email: cpratt@douglas.co.us

Notice of change of address must be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to constitute receipt of the notice, demand, request or communication sent.

13. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.


14. Section Headings. The section headings contained herein are included for reference purposes only.

15. Governing Law. The terms, covenants and provisions of this Agreement will be governed by and construed under applicable laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

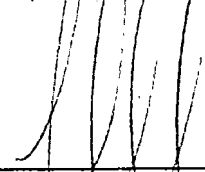
SHEA:

Shea Homes Limited Partnership,
a California limited partnership

By: 

Name: RYAN W. McDERMID

Title: AUTHORIZED AGENT

By: 

Name: Jeffrey H. Donelson

Title: Assistant Secretary

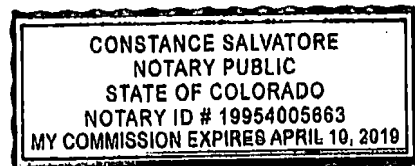
STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 6 day of SEPTEMBER, 2018,
by RYAN W. McDERMID as AUTHORIZED AGENT and by JEFFREY H. DONELSON
as ASSISTANT SECRETARY of Shea Homes Limited Partnership, a California limited
partnership.

Witness my hand and official seal.

My commission expires: 4.10.19

Constance Salvatore
Notary Public



COUNTY:

Douglas County,
a political subdivision of the State of Colorado

By: Lora L. Thomas
Name: LORA L. THOMAS
Title: COUNTY COMMISSIONER, CHAIR

ATTEST:

By: Emily Whinn
[Name] Emily Whinn
[Title] Clerk to the Board

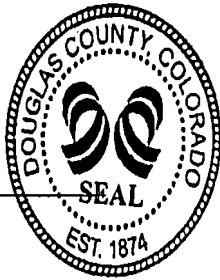


EXHIBIT A
LEGAL DESCRIPTION OF SHEA PROPERTY

THAT PORTION OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 68 WEST, 6TH
PRINCIPAL MERIDIAN, AND THAT PORTION OF SECTION 13, TOWNSHIP 6 SOUTH,
RANGE 69 WEST 6TH PRINCIPAL MERIDIAN, AS SHOWN ON THE OFFICIAL
GOVERNMENTAL PLATS THEREOF, ALL IN THE COUTNY OF DOUGLAS, STATE OF
COLORADO, DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 68 WEST, 6TH
PRINCIPAL MERDIAIN, EXCEPT THAT PART OF SAID SECTION 18 WITHIN THE
CHATFIELD RESERVOIR SITE AS DESVRIBED IN DECLARATION OF TAKING
RECORDED IN BOOK 203, PAGE 383 AND EXCEPT THE TRASCT AS DESCRIBED IN
THE DEED TO NORTHERN COLORADO IRRIGATION COMPANY RECORDED IN
BOOK K, PAGE 404, DOUGLAS COUNTY RECORDS.

ALL OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL
MERIDIAN, EXCEPT THAT PART OF SAID SECTION 13 WITHIN THE CHATFIELD
RESERVOIR SITE AS DESCRIBED IN THE DECLARATION OF TAKING RECORDED
APRIL 24, 1970 IN BOOK 203, PAGE 383 AND EXCEPT THAT TRACT AS DESCRIBED
IN THE DEED TO NORTHERN COLORADO IRRIGATION COMPANY RECORDED IN
BOOK N, PAGE 132 AND BOOK 3, PAGE 430, DOUGLAS COUNTY RECORDS.

EXHIBIT B

LEGAL DESCRIPTION

A PORTION OF ROXBOROUGH ROAD RIGHT OF WAY AS SHOWN ON THAT MAP FOUND IN BOOK 1 OF PLATS, PAGE 8 AND 28 IN THE RECORDS OF DOUGLAS COUNTY CLERK AND RECORDER OFFICE, A PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 68 WEST AND THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 69 WEST ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 13, WHENCE THE EASTERLY LINE OF SAID SOUTHEAST QUARTER BEARS NORTH 00°19'30" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 13, SOUTH 89°43'10" WEST, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG A LINE PARALLEL WITH AND 30 FEET WESTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13, NORTH 00°19'30" WEST, A DISTANCE OF 2,596.07 FEET;

THENCE SOUTH 88°49'16" EAST, A DISTANCE OF 30.01 FEET TO SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°19'30" WEST, A DISTANCE OF 49.96 FEET;

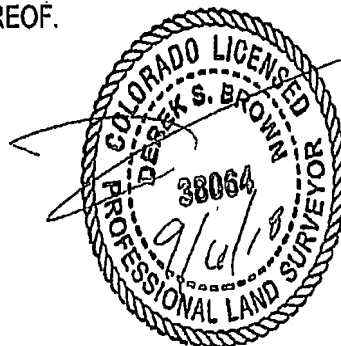
THENCE DEPARTING SAID EASTERLY LINE, SOUTH 88°56'37" EAST, A DISTANCE OF 30.01 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 30 FEET EASTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13 SOUTH 00°19'30" EAST, A DISTANCE OF 2,644.69 FEET TO THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 18;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°55'58" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3.609 ACRES, (157,220 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

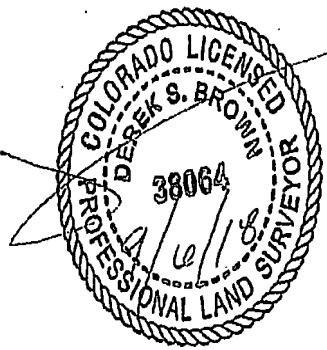


DEREK S. BROWN
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT B

SEE SHEET 3

PARCEL CONTAINS
157,220 (SQ.FT.)
3.609 ACRES
MORE OR LESS



UNPLATTED

SE 1/4 SEC. 13
T.6S., R.69W.,
SIXTH P.M.

POINT OF BEGINNING

SE COR. SEC. 13, T6S, R69W, 6TH P.M.
RECOVERED 2-1/2" ALUM. CAP
STAMPED "PLS 28656" IN RANGE BOX

20' WIDE PUBIC RIGHT-OF-WAY
PLUM CREEK ACRES
REC. NO. 95790 & 96989

N89°43'10"E 2656.74'

30'
60'
N00°19'30"W 2596.07'
S00°19'30"E 2644.69'

EASTERLY LINE OF SEC. 13
(BASIS OF BEARINGS)
N00°19'30"W 2656.28'



N00°19'30"W 2656.28'
UNPLATTED

SW 1/4 SEC. 18
T.6S., R.68W.,
SIXTH P.M.

ROXBOROUGH PARK ROAD
BOOK 1 OF PLATS, PAGE 8 & 28
60' WIDE PUBLIC ROW

20' WIDE PRIVATE ROAD
BRALEY ACRES-FILING NO. 1 AMENDED PLAT
REC. NO. 143486

SOUTHERLY LINE OF SW 1/4 OF SEC. 18
N89°55'58"E 2551.40'

SOUTHERLY LINE OF SE 1/4 OF SEC. 13

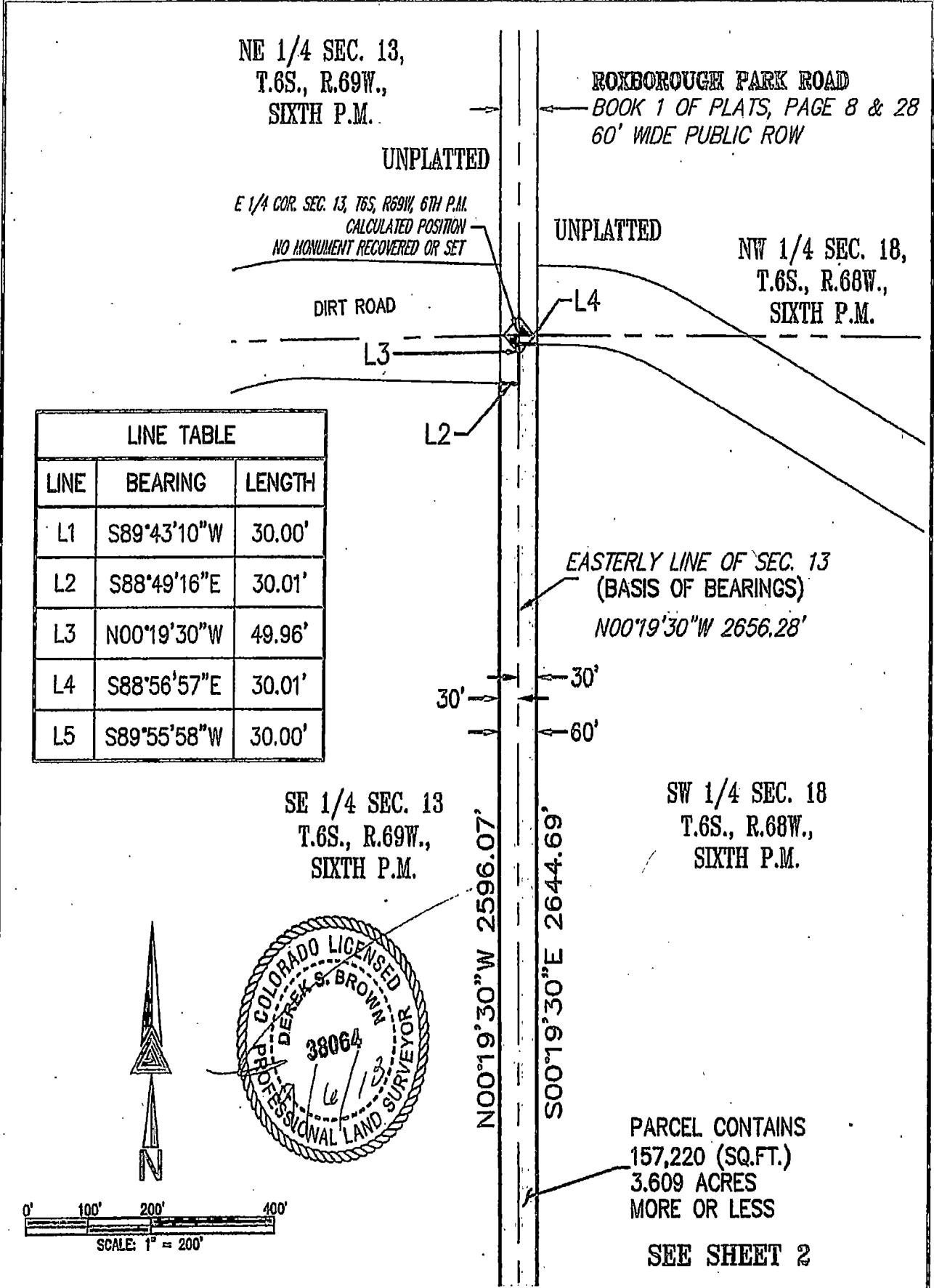
NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: ROW VACATION.DWG
DWG: DR CHK: DSB
DATE: 6/13/2018
SCALE: 1" = 200'

AZTEC
CONSULTANTS, INC.
300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1893
Fax: (303) 713-1897
www.aztecconsultants.com
Q:\10718-02 - Solateda Filing No. 1 Final Plat\DWG\EXHIBITS

EXHIBIT B
RIGHT OF WAY VACATION
ROXBOROUGH ROAD
JOB NUMBER 10718-02 2 OF 3 SHEETS

ILLUSTRATION TO EXHIBIT B



PATH:
DWG NAME: ROW VACATION.DWG
DWG: DR CHK: DSB
DATE: 6/13/2018
SCALE: 1" = 200'



300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

Q:\10718-02 - Solstice Filing No. 1 Final Plat\DWG\EXHIBITS

EXHIBIT B
RIGHT OF WAY VACATION
ROXBOROUGH ROAD

JOB NUMBER 10718-02

3 OF 3 SHEETS

EXHIBIT C

LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 68 WEST AND THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 69 WEST ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 13, WHENCE THE EASTERLY LINE OF SAID SOUTHEAST QUARTER BEARS NORTH 00°19'30" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 13, SOUTH 89°43'10" WEST, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG A LINE PARALLEL WITH AND 30 FEET WESTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13, NORTH 00°19'30" WEST, A DISTANCE OF 734.51 FEET;

THENCE SOUTH 89°40'48" WEST, A DISTANCE OF 54.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 182.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°33'20", AN ARC LENGTH OF 62.12 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 868.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°24'33", AN ARC LENGTH OF 36.50 FEET;

THENCE NORTH 73°10'25" WEST, A DISTANCE OF 14.39 FEET;

THENCE NORTH 16°49'35" EAST, A DISTANCE OF 64.00 FEET;

THENCE SOUTH 73°10'25" EAST, A DISTANCE OF 14.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 932.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°24'33", AN ARC LENGTH OF 39.19 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 118.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°33'20", AN ARC LENGTH OF 40.27 FEET;

THENCE NORTH 89°40'48" EAST, A DISTANCE OF 54.44 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 30 FEET WESTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13, NORTH 00°19'30" WEST, A DISTANCE OF 1076.06 FEET;

THENCE SOUTH 89°40'30" WEST, A DISTANCE OF 167.77 FEET;

THENCE NORTH 00°19'30" WEST, A DISTANCE OF 62.00 FEET;

THENCE NORTH 89°40'30" EAST, A DISTANCE OF 167.77 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 30 FEET WESTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13, NORTH 00°19'30" WEST, A DISTANCE OF 659.51 FEET;

THENCE SOUTH 88°49'16" EAST, A DISTANCE OF 30.01 FEET TO SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°19'30" WEST, A DISTANCE OF 49.97 FEET;

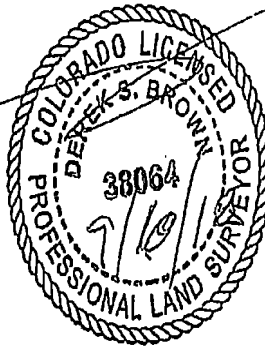
THENCE DEPARTING SAID EASTERLY LINE, SOUTH 88°56'37" EAST, A DISTANCE OF 30.01 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 30 FEET EASTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13, SOUTH 00°19'30" EAST, A DISTANCE OF 2,644.69 FEET TO THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°55'58" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 4.080 ACRES, (177,726 SQUARE FEET), MORE OR LESS.

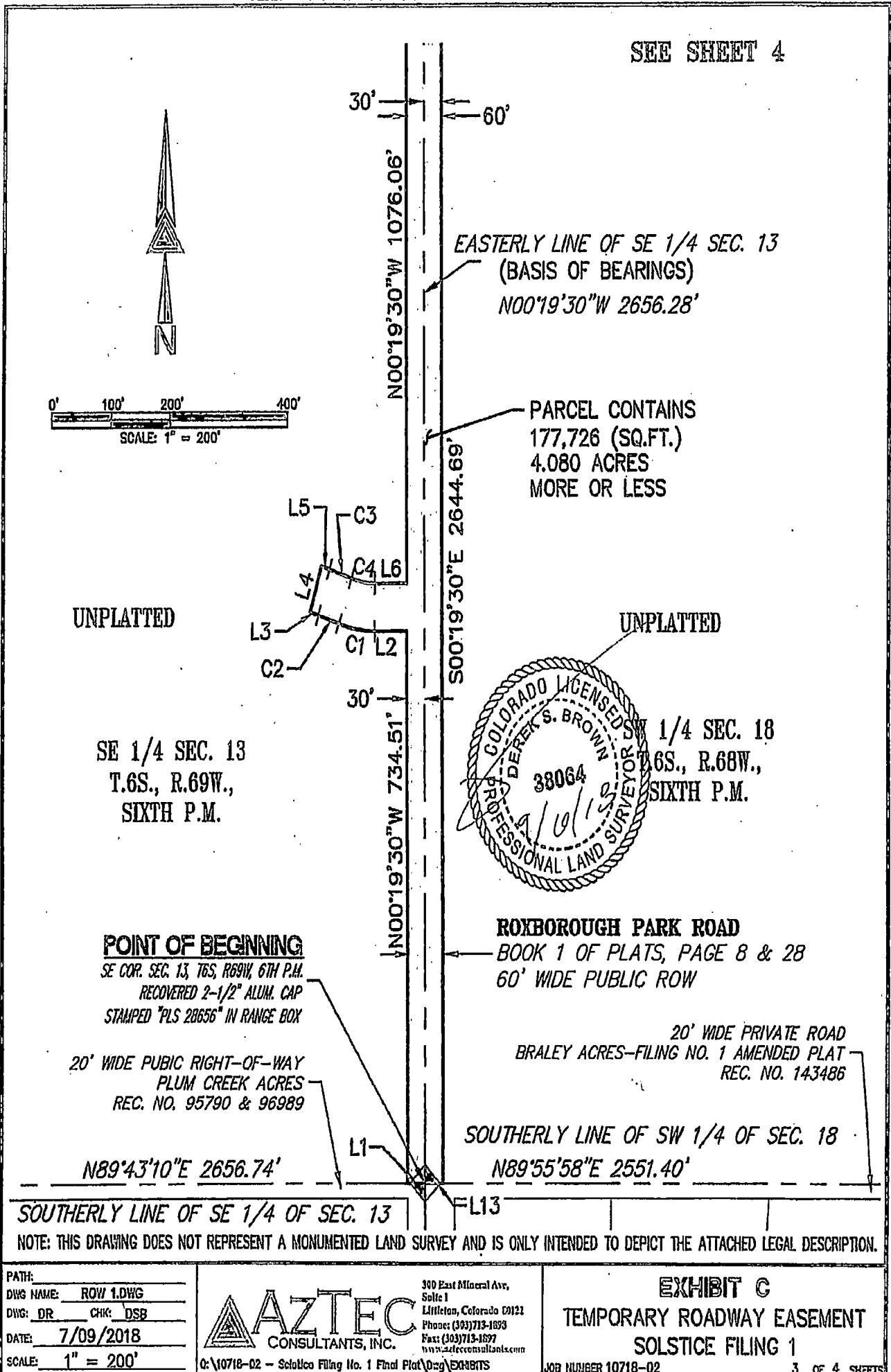
EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEREK S. BROWN
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT C

SEE SHEET 4



PATH:
 DWG NAME: ROW 1.DWG
 DWG: DR CHK: DSB
 DATE: 7/09/2018
 SCALE: 1" = 200'



300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80121
 Phone: (303) 713-1893
 Fax: (303) 713-1897
 www.aztecconsultants.com

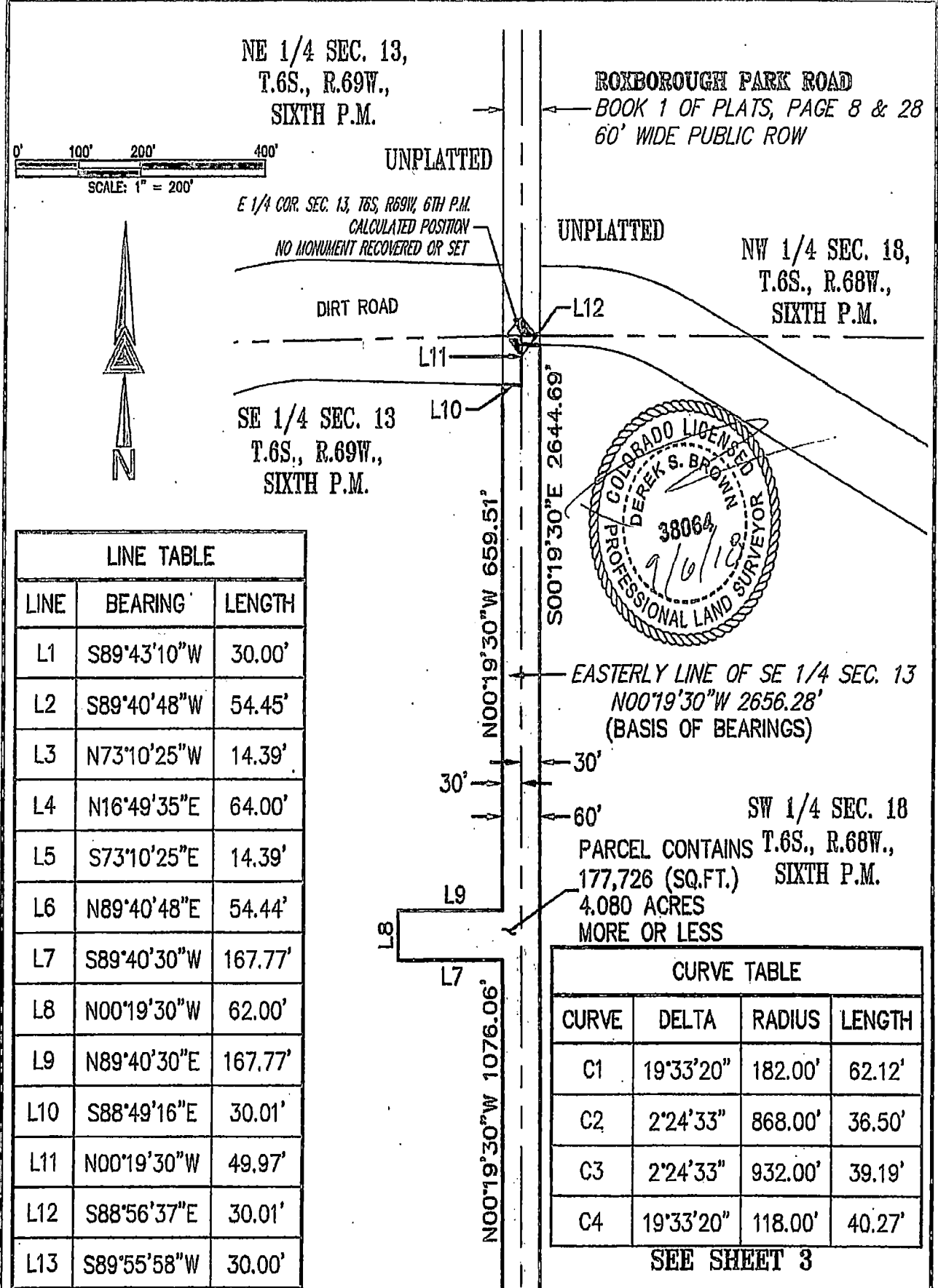
EXHIBIT C
TEMPORARY ROADWAY EASEMENT
SOLSTICE FILING 1

Q:\10718-02 - Solstice Filing No. 1 Final Plat\Drawings\EXHIBITS

JOB NUMBER 10718-02

3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT C



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: ROW VACATION.DWG
DWG: DR CHK: DSB
DATE: 7/02/2018
SCALE: 1" = 200'



300 East Mineral Ave,
Suite J
Littleton, Colorado 80122
Phone: (303) 713-1693
Fax: (303) 713-1697
www.aztecconsultants.com

Q:\10718-02 - Solstice Filing No. 1 Final Plat\Org\EXHIBITS

EXHIBIT C
TEMPORARY ROADWAY EASEMENT
SOLSTICE FILING 1

JCB NUMBER 10718-02

4 OF 4 SHEETS

**TEMPORARY EASEMENT AGREEMENT
(LAKE BREEZE DRIVE TURNAROUND)**

This TEMPORARY EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of _____, 2018, by and between SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership (together with its successors and assigns, “**Shea**”) and DOUGLAS COUNTY, a political subdivision of the State of Colorado (the “**County**”).

Recitals

This Agreement is made with respect to the following facts:

A. Shea owns certain real property located in unincorporated Douglas County, Colorado legally described on Exhibit A of this Agreement (the “**Shea Property**”).

B. Shea plans to construct, within the Shea Property, a mixed-use residential project consisting of 1,100 single-family residential lots (the “**Solstice Development**”). Shea has submitted to the County an application for approval of a final plat for Solstice Filing No. 1 (the “**Plat**”), comprising the first phase of the Solstice Development.

C. Pursuant to the Plat, Shea plans to dedicate right-of-way and to cause the construction of improvements along the street referenced on the Plat as “**Lake Breeze Drive**” from Roxborough Park Road to the east side of the High Line Canal property owned by Denver Water.

D. While it is anticipated that Lake Breeze Drive will in the future be extended beyond its western terminus as depicted on the Plat, Lake Breeze Drive will temporarily dead-end as shown on the Plat.

E. In order to provide continuous vehicle and emergency turn-around access at the western end of Lake Breeze Drive, a temporary roadway easement will be provided within Tract J (the “**Temporary Turn-Around**”), as further described and depicted on the attached Exhibit B and as more fully agreed upon below.

Agreement

1. Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Access Easement. Shea hereby grants to the County, for the benefit of the general public, a temporary, non-exclusive easement over, under, across, the Temporary Turn-Around Easement for:

(a) public roadway purposes, which may include but are not limited to, vehicular, emergency, bicycle, and pedestrian access, and the installation and maintenance of public utilities; and

(b) (ii) maintenance, snow removal, and repair of any public improvements located within the Temporary Turn Around in accordance with the terms of this Agreement (the “Easement”).

3. Effective Date of Easement. The Easement will take effect and will encumber the Shea Property upon the final, non-appealable approval of the Plat by the BOCC.

4. Easement Does Not Create Roadway. It is understood and agreed upon by Shea and the County that the Easement established hereby does not establish a “roadway” as such term is used in Section 43-2-303(1)(b), C.R.S., and that no separate action will be required to be taken by the BOCC in order to vacate the Easement.

5. Shea’s Reserved Rights; Limitations on Use. Shea reserves the rights to use the Easement for any purposes so long as such use does not materially and unreasonably interfere with the public’s use and enjoyment of the Easement. Without limiting the generality of the foregoing sentence, Shea reserves the right to cause intermittent closures, or to modify traffic patterns, along Lake Breeze Drive across the Easement in connection with its construction of any public improvements within the Solstice Development.

6. Termination of Easement. The Easement shall terminate upon (a) mutual, written agreement by Shea and the County; or (b) preliminary acceptance of the public improvements constituting any extension of Lake Breeze Drive west of the boundaries of the Plat. While not required in order to effectuate the termination of the Easement, the approval by the BOCC and subsequent recordation in the real property records of the County of a resolution memorializing the termination of the Easement will constitute conclusive evidence of the Easement’s termination.

7. Inurement; Runs With Land; Assignment. Each and every one of the benefits and burdens of this Agreement will inure to and be binding upon the parties and their respective legal representatives, heirs, administrators, successors and assigns. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Temporary Turn-Around and are to run with the land. Notwithstanding the foregoing, the only parties that may enforce the terms of this Agreement are Shea and the County, and no member of the public or any other third-party entity shall have any right to enforce this Agreement.

8. Recording. This Agreement will be recorded in the real property records of the County.

9. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties relating to the Easement, and no modification or amendment of this Agreement will be effective unless made by written instrument executed by Shea and the County.

10. Severability. If any term, provision, covenant or agreement contained in this Agreement is determined to be illegal or unenforceable to any extent, then such provision will be deemed severed from this Agreement and this Agreement will then be enforced to the fullest extent permitted by applicable law.

11. Notices. All notices or other communication required or permitted hereunder must be in writing and addressed as set forth below, and will be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice, if personally delivered; (ii) the business day following its deposit in an overnight mail facility if sent by overnight mail (Federal Express or the like); (iii) four business days after the date of posting by the United States post office, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iv) when sent, if given by email.

Shea: Shea Homes Limited Partnership
 9380 Station Street, Suite 600
 Lone Tree, Colorado 80124
 Attn: Ryan W. McDermed, Vice President of Forward Planning
 Email: ryan.mcdermed@sheahomes.com

With a copy to: Otten Johnson Robinson Neff + Ragonetti, P.C.
 950 17th Street, Suite 1600
 Denver, Colorado 80202
 Attn: Brian J. Connolly
 Email: bconnolly@ottenjohnson.com

County: Douglas County
 100 Third Street
 Castle Rock, Colorado 80104
 Attn: Christopher Pratt
 Email: cpratt@douglas.co.us

Notice of change of address must be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to constitute receipt of the notice, demand, request or communication sent.

12. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

13. Section Headings. The section headings contained herein are included for reference purposes only.

14. Governing Law. The terms, covenants and provisions of this Agreement will be governed by and construed under applicable laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SHEA:

Shea Homes Limited Partnership,
a California limited partnership

By: *Chester T. Latcham*

Name: _____

Title: _____ Chester T. Latcham
Vice President

By: *Jeffrey H. Donelson*

Name: _____

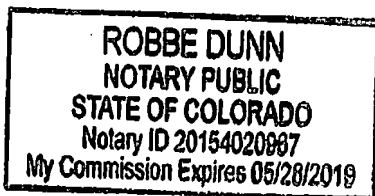
Title: _____ Jeffrey H. Donelson
Assistant Secretary

STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 13th day of September, 2018,
by Chester T. Latcham as Vice President and
Jeffrey H. Donelson as Assistant Secretary of Shea Homes Limited
Partnership, a California limited partnership.

Witness my hand and official seal.

My commission expires: 5.28.19



Robbe Dunn
Notary Public

COUNTY:

Douglas County,
a political subdivision of the State of Colorado

By: Lora L Thomas
Name: LORA L THOMAS
Title: County Commissioner, Chair



ATTEST:

By: Emily Wenn
[Name] Emily Wenn
[Title] Clerk to the Board

EXHIBIT A
LEGAL DESCRIPTION OF SHEA PROPERTY

THAT PORTION OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 68 WEST, 6TH
PRINCIPAL MERIDIAN, AND THAT PORTION OF SECTION 13, TOWNSHIP 6 SOUTH,
RANGE 69 WEST 6TH PRINCIPAL MERIDIAN, AS SHOWN ON THE OFFICIAL
GOVERNMENTAL PLATS THEREOF, ALL IN THE COUTNY OF DOUGLAS, STATE OF
COLORADO, DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 68 WEST, 6TH
PRINCIPAL MERDIAIN, EXCEPT THAT PART OF SAID SECTION 18 WITHIN THE
CHATFIELD RESERVOIR SITE AS DESVRIBED IN DECLARATION OF TAKING
RECORDED IN BOOK 203, PAGE 383 AND EXCEPT THE TRASCT AS DESCRIBED IN
THE DEED TO NORTHERN COLORADO IRRIGATION COMPANY RECORDED IN
BOOK K, PAGE 404, DOUGLAS COUNTY RECORDS.

ALL OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 69 WEST, 6TH PRINCIPAL
MERIDIAN, EXCEPT THAT PART OF SAID SECTION 13 WITHIN THE CHATFIELD
RESERVOIR SITE AS DESCRIBED IN THE DECLARATION OF TAKING RECORDED
APRIL 24, 1970 IN BOOK 203, PAGE 383 AND EXCEPT THAT TRACT AS DESCRIBED
IN THE DEED TO NORTHERN COLORADO IRRIGATION COMPANY RECORDED IN
BOOK N, PAGE 132 AND BOOK 3, PAGE 430, DOUGLAS COUNTY RECORDS.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF TURN-AROUND EASEMENT

A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13, WHENCE THE EASTERLY LINE OF SAID SOUTHEAST QUARTER BEARS NORTH 00°19'30" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE NORTH 15°13'59" WEST A DISTANCE OF 2,458.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 336.00 FEET. THE RADIUS POINT OF SAID CURVE BEARS SOUTH 42°20'12" WEST, AND THE POINT OF BEGINNING;

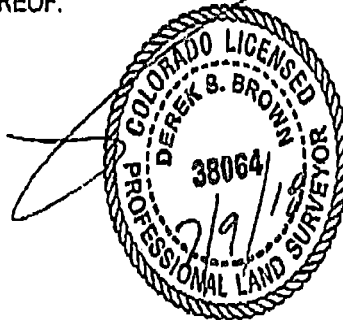
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°14'10", AN ARC LENGTH OF 83.49 FEET;

THENCE NORTH 61°53'59" WEST, A DISTANCE OF 24.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 54.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 52°02'01" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 171°15'53", AN ARC LENGTH OF 161.41 FEET TO THE POINT OF BEGINNING.

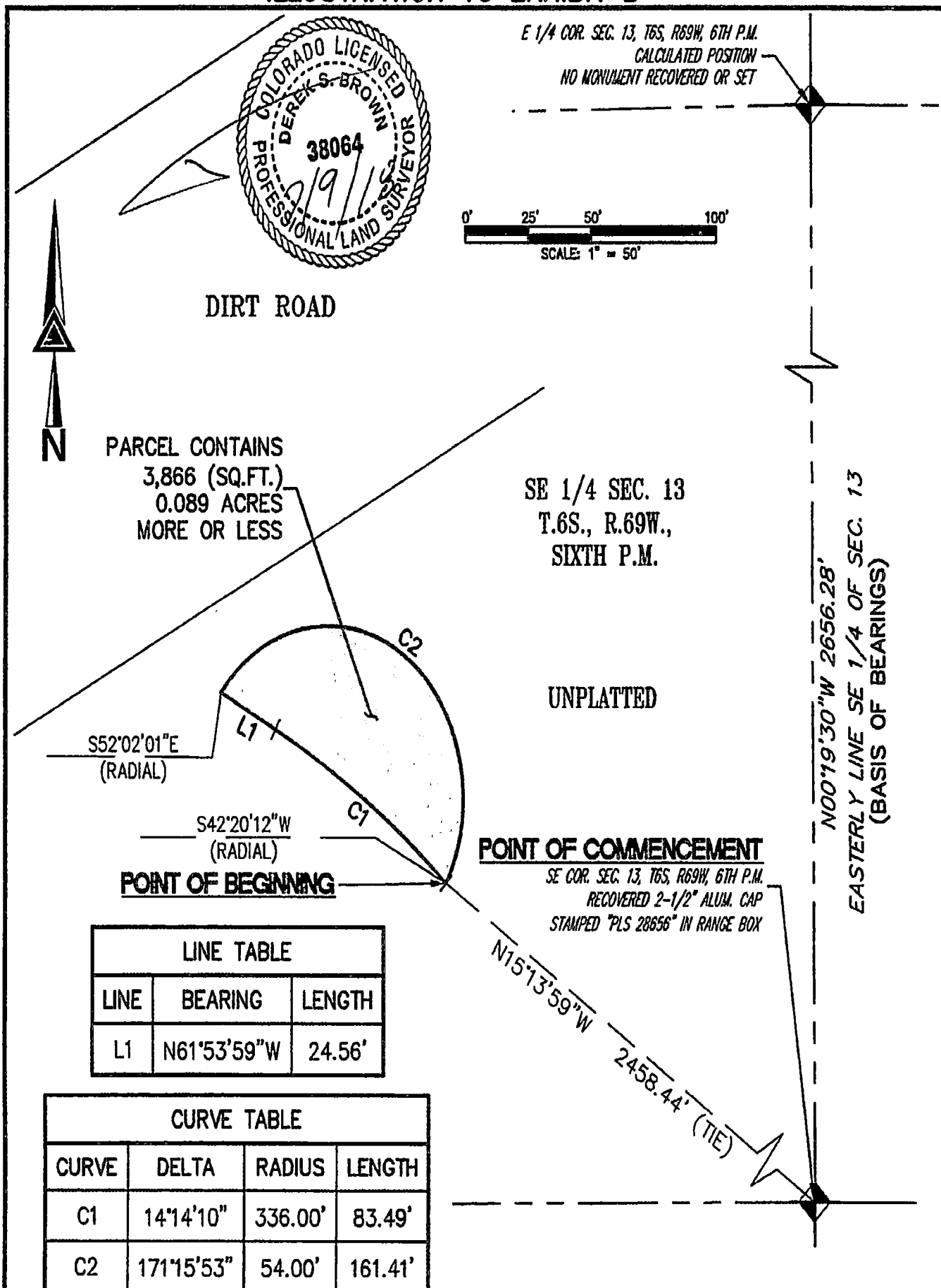
CONTAINING AN AREA OF 0.089 ACRES, (3,866 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEREK S. BROWN
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT B



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: ROW 2.DWG
DWG: DR CHK: DSB
DATE: 7/09/2018
SCALE: 1" = 50'



Q:\10718-02 - Solstice Filing No. 1 Final Plat\DWG\EXHIBITS

390 East Mineral Ave,
Suite J
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

EXHIBIT B
TEMPORARY ROADWAY EASEMENT
SOLSTICE FILING 1

JOB NUMBER 10718-02

2 OF 2 SHEETS

