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**AMENDED DEED OF CONSERVATION EASEMENT
IN GROSS**

(Pratt Property - Parcel A)

November 21, 2006

Prepared by:

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SCHEDULE OF EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit B	Map of the Property
Exhibit C	Legal Description of the Building Area
Exhibit D	Map of the Property, Building Area and Driveway
Exhibit E	Legal Description of the Driveway

AMENDED DEED OF CONSERVATION EASEMENT

(Pratt Property - Parcel A)

NOTICE: THIS PROPERTY HAS BEEN ACQUIRED IN PART WITH A GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND (the "Grant"). THIS DEED CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE VALUES. THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND HAS FOUND THAT THE ADOPTION OF THESE DEED RESTRICTIONS IS IN THE PUBLIC INTEREST.

THIS AMENDED DEED OF CONSERVATION EASEMENT (this "**Deed**") is made this 21st day of November, 2006, by Jonathan R. Pratt and Shelly V. Pratt, whose address is 3330 Upper Lake Gulch Road, Larkspur, Colorado 80118, and John Prater, as Personal Representative of the Estate of James L. Lear, deceased (collectively, the "**Grantor**"), in favor of the Board of County Commissioners of the County of Douglas, Colorado, the address of which is 100 Third Street, Castle Rock, Colorado 80104, and the Douglas Land Conservancy, a Colorado nonprofit corporation the address of which is P.O. Box 462, Castle Rock, Colorado 80104 (collectively, the "**Grantee**").

RECITALS:

A. James L. Lear in his lifetime made and executed his Last Will and Testament dated July 2, 2002, which Last Will and Testament was duly admitted to informal probate on September 10, 2004, by the District Court in and for the County of Arapahoe, and State of Colorado, Probate No. 04PR0882. John Prater was duly appointed as Personal Representatives of the Estate of James L. Lear on September 10, 2004, and is now qualified and acting in said capacity. John Prater is now executing this Deed pursuant to the powers conferred upon him by the Colorado Probate Code.

B. Grantor is the sole owner in fee simple of certain real property in Douglas County, Colorado, referred to herein as the "**Property**", which is described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by reference. The Property is a portion of a parcel of real property located in Douglas County, Colorado (the "**Original Property**"), encumbered by that certain Deed of Conservation Easement (Simon-Craddock Property - Douglas County) recorded on June 8, 1999, in the office of the Clerk and Recorder for Douglas County, Colorado, at Reception No. 99051812 (the "**Original Deed**"). The Conservation Fund, a Maryland nonprofit corporation the address of which is 1800 North Kent Street, Suite 1120, Arlington, Virginia 22209, was co-grantee with the Board of County Commissioners of the County of Douglas, Colorado, under the Original Deed. All of the rights and obligations of The Conservation Fund were assigned to and accepted by the Douglas Land Conservancy pursuant to that certain Assignment of Interest in Deed of Conservation Easement recorded on November 16, 2000, in the office of the Clerk and Recorder for Douglas County, Colorado, at Reception No. 00082063. This Deed amends, restates, supersedes and replaces the Original Deed to the extent such Original Deed applies to the Property, as permitted by Section 23(i) of the Original Deed.

The owner of the Property shall have no obligations or liability whatsoever under the Original Deed or with respect to the Original Property (other than the Property). The other owners of the Original Property, by consenting to this Deed, shall have no rights whatsoever with respect to the Property.

C. The Property possesses natural, scenic, open space, wildlife, aesthetic, ecological and environmental values (such values, as they relate to the Property, are collectively referred to as, "**Conservation Values**") of great importance to Grantor, Grantee, the people of Douglas County and the people of the State of Colorado which are worthy of protection in perpetuity. Grantor and Grantee recognize that economic development of the Property would have an adverse impact on and significantly impair and interfere with the Conservation Values.

D. In particular, the Property possesses at least the following Conservation Values:

(1) Scenic and Visual. The Property is visible from East Upper Lake Gulch Road. The development of the Property, except as provided herein, would mar the predominantly natural view of the vicinity from that public road. The Property is adjacent to other properties which are identified in the I-25 Conservation Corridor Plan as a priority for preservation in a relatively natural condition, and, together with the adjoining properties, provides a large area of open space which protects scenic vistas for the public.

(2) Wildlife. The Property and immediate vicinity is home to a diversity of species of wildlife including elk deer, together with a wide variety of birds. The Property is historic habitat for the state endangered, plains sharp-tailed grouse.

(3) Ecological. The Property provides important wildlife habitat for the variety of species described above. The Property is adjacent to other properties which are being preserved for wildlife habitat and, together with adjoining properties, provides a large area of relatively natural habitat. The Property has range which is in good condition.

E. The parties acknowledge that the Conservation Values have been documented in an inventory prepared in the 1999 Field Season and Amended in June 2000 (the "**Baseline Documentation**"). A copy of the Baseline Documentation is on file at the offices of Grantor, Grantee and the State Board of the Great Outdoors Colorado Trust Fund (the "**Board**"). The Baseline Documentation consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and shall be signed by both Grantor and Grantee.

F. Grantor intends that the Conservation Values be preserved and maintained by the continuation of the undeveloped condition of the Property existing at the time of this grant, subject to the uses permitted herein.

G. Grantor further intends, as owner of the Property, to convey to Grantee the affirmative right to preserve and protect the Conservation Values in perpetuity exclusively for conservation purposes.

H. Grantee, the Board of County Commissioners of the County of Douglas, Colorado, is a governmental entity qualified to hold conservation easements under C.R.S. §38-30.5-101. Grantee, the Douglas Land Conservancy, is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. §38-30.5-101 *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("**Easement**").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, and open space condition, to preserve and protect in perpetuity the wildlife, aesthetic, ecological and environmental values and characteristics of the Property, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purpose of this Easement.

2. Affirmative Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To identify, preserve, protect and enhance the Conservation Values;

(b) To enter upon the Property at reasonable times (and ordinarily not more than two times per year, utilizing only one vehicle, which vehicle shall not be driven off- road, although inspection by foot is permitted off-road) upon prior notice to Grantor in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; to enter upon the Property, after giving written notice and with the written consent of Grantor, to observe, study and make educational and scientific observations on the Property; provided, however, that any such right of entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property consistent with this Easement; and

(c) To enjoin or prevent any activity on or use of the Property that significantly impairs or interferes with the Conservation Values and to require the restoration of such areas or features of the Property that may be damaged by such activity or use.

3. Permitted/Prohibited Improvements and Activities. One "**Building Area**", approximately five (5) acres in size and described on Exhibit C, attached hereto and incorporated herein by reference, and depicted on Exhibit D, has been designated on the

Property. The remainder of the Property (outside of the Building Area) is referred to herein as the "Open Area". That portion of the Property within the Building Area shall be used only for single-family residential use and accessory uses (as described below); the remainder of the Property shall be used for preservation of open and scenic views and wildlife habitat, for agricultural uses, as described herein, for passive recreational uses, for outdoor, environmental, agricultural, and other educational purposes, and for nature appreciation, or the other uses permitted herein. Any activity on or use of the Property that would significantly impair or interfere with the Conservation Values is prohibited. Without limiting the generality of the foregoing, the following improvements and activities are permitted or prohibited, as expressly provided herein:

(a) Subdivision. Any partition, division, subdivision or *de facto* subdivision of title to the Property, whether by physical or legal process, is prohibited.

(b) Improvements Permitted in the Building Area. Within the Building Area, Grantor may construct, maintain, repair, enlarge and/or replace one single-family house, one guest house, a garage, one barn, livestock pens, accessory structures and recreational structures such as a tennis court and a swimming pool. No such structure shall exceed 35 feet in height; except that the principal residence may exceed 35 feet in height if approved by Douglas County at the time of issuance of a building permit for such principal residence. The structures shall not be constructed of shiny or reflective materials (however this does not preclude the use of glass, flat finished metal and flat finished painted metal), and shall be constructed using natural materials such as wood, log or stone, or using brick, stucco or masonry. It is preferred that colors that blend with the surroundings be used. Prior to commencing construction of any such improvements Grantor shall provide notice to Grantee.

(c) Improvements Permitted in the Open Area. No buildings, structures or improvements shall be constructed in the Open Area except fencing as described herein, and except no more than two loafing sheds, both of which shall be located in draws, oak brush groves or other areas screened from view of East Upper Lake Gulch Road, and not located in exposed areas of the Property. In lieu of constructing one of the loafing sheds permitted hereunder, Grantor may construct a boat house on the Property as permitted under Section 3(m). Each loafing shed shall be no larger than 24 feet in length and 12 feet in width, have a maximum 8-foot eave height, and be constructed of non-reflective materials that blend with the natural surroundings. If painted, the loafing sheds shall be painted using non-reflective paint and colors, such as earth-tones, that blend with the surroundings. White paint shall not be used.

(d) Utilities. Utilities for service of the permitted structures and uses on the Property may be constructed, repaired and maintained in the Building Area and the Open Area, provided that all such utilities shall be placed underground, and provided that no such utilities shall significantly impair or interfere with the Conservation Values.

(e) Fences. Grantor may construct, repair or replace fences on the boundary of the Property, and on the boundary of and within the Building Area. In the Open Area, Grantor may fence a maximum of one (1) pasture of any size, and within such pasture may fence a maximum

of one (1) paddock of not less than two (2) acres in size; provided that, within such pasture and paddock, over-grazing shall be prohibited and the range shall remain in good condition, and provided that all such fencing and grazing shall be in accordance with Douglas County regulations. No white rail fencing is permitted. Fencing shall be only unpainted wood, split-rail, wire-strand, plastic strand or stone fencing. Flagging tape and t-posts are permitted. Fencing shall be constructed in such a manner as to permit the migration of wildlife across the Property and shall be consistent with standards approved by the State of Colorado, Department of Natural Resources, Division of Wildlife.

(f) Vegetation. Within the Building Area, Grantor may plant gardens and non-invasive species of plants, which may include non-native plants. In the Open Area the introduction of any non-native species of plants, including invasive species (such as Russian Olive and Tamarisk), is prohibited. Within the Open Area, Grantor may plant native vegetation, such as cottonwoods, aspen, ponderosa pine, and douglas fir.

(g) Conservation Practices. Grantor recognizes the importance of good resource management and stewardship to present and future generations. In keeping with this, limited grazing of cattle and horses is permitted as provided herein, provided that the condition of the range is maintained and the Conservation Values are protected.

(i) Grazing Capacity of the Property. Each year in which Grantor desires to graze cattle, the maximum grazing capacity of the Property for such year (the "**Maximum Grazing Capacity**") shall be determined by Grantor and Grantee in consultation with the Colorado State University Cooperative Extension - Douglas County Office, or with another range management consultant agreed upon by the parties. The parties acknowledge and agree that the Maximum Grazing Capacity of the Property for 2006 is 7 A.U.M.s.

(ii) Grazing Plan. On or before April 1 of each year in which Grantor desires to graze cattle, Grantor shall submit a calendar detailing the amount of grazing proposed for the Property for each month of the year beginning on April 15 of each year to Grantee for its approval.

(iii) Grazing Activities. During such year, Grantor may graze cattle or horses on the Property, provided that the Maximum Grazing Capacity of the Property shall not be exceeded at any time, and provided that at all times Grantor shall utilize good grazing and range management practices, which may include reducing grazing below the Maximum Grazing Capacity for a period of time so that the range conditions are maintained and to protect the Conservation Values.

(h) Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. Commercial timber harvesting on the Property is prohibited. No tree farms are permitted on the Property.

(i) Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance, whether by surface or subsurface means, is prohibited. However, this does not preclude moving of earth for the other uses permitted herein, nor removal of loose rocks for decorative use in the permitted structures on the Property.

(j) Paving and Road and Trail Construction. Paving is permitted within the Building Area. No portion of the Open Area shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed in the Open Area without the approval of Grantee; provided, however, that Grantor may construct, maintain, repair, and replace a paved or unpaved driveway in that portion of the Open Area approximately depicted on Exhibit D and described on Exhibit E. The paved surface of the driveway shall not exceed sixteen feet (16') in width, excepting vehicular turnarounds, which may be paved to such width as required by applicable governmental regulations. Grantor may pave or otherwise cover that portion of the Open Area on which the boat house is located, as permitted elsewhere herein. Grantor shall restore and re-vegetate any disturbed areas of the Property with vegetation substantially similar to the vegetation that existed prior to any such disturbance immediately upon the completion of such construction, maintenance, repair and replacement. Grantee shall give such approval within a reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road or trail, will significantly impair or interfere with the Conservation Values or is otherwise inconsistent with this Deed. The parties acknowledge that roads have been constructed on the Property prior to the date of this Deed.

(k) Trash; Storage of Vehicles. The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited. Composting, spreading, and burial of horse manure are permitted, to the extent allowed by applicable laws and regulations. The outside storage of abandoned or inoperative vehicles is prohibited. The storage of trucks, motor homes, and vehicles larger than commercial automobiles (other than farm or other equipment used in connection with the maintenance of the Property), is prohibited anywhere on the Property except within the Building Area in locations that are not visible or are screened from East Upper Lake Gulch Road.

(l) Water Rights. Grantor shall retain and reserve the following water associated with the Property: (A) all surface water or water rights; (B) all tributary water or water rights; (C) 113.2 acre feet per year of adjudicated and 18.4 acre feet per year of un-adjudicated water from the Dawson aquifer, including, but not limited to, water adjudicated in Case No. 98-CW-336, regardless of how it may be characterized. This water is referred to as the "**Protected Water**". Grantor shall not separate the Protected Water from title to the Property itself by transfer, encumbrance, lease, sale or otherwise. Grantor agrees to apply the Protected Water solely and continually to beneficial use on the Property to the full extent allowed, so as to avoid any claim of abandonment. Grantor retains the right to transfer, sell, encumber, lease or otherwise sever all remaining water and water rights, other than the Protected Water (the "**Severable Water**"), from title to the Property itself; provided however, that any and all drilling, pumping, treatment and transfer facilities, pipelines and equipment, of any type whatsoever, shall be located off the Property, or, if located on the Property: (1) pumping, transfer facilities, pipelines and equipment shall be placed underground; (2) wellheads, not to exceed two feet in height above grade level,

electrical power transformers and associated power panels, not to exceed three feet in width by five feet in length, and five feet in height above grade level, and chlorine treatment facilities, not to exceed eight feet in width, eight feet in length and eight feet in height above grade level, may be located above-ground provided that they shall be screened or concealed from view by the use of existing topography and/or native vegetation; (3) drilling equipment may be located above-ground, provided that such equipment shall be promptly removed after drilling is completed, which ordinarily would be not more than 45 days after drilling is commenced, and such equipment shall not become permanent; (4) travel for the purpose of water development shall be restricted to existing roads or to new roads approved in advance by Grantee and pipelines shall be located underlying approved roads wherever possible; (5) areas of surface disturbance shall be mitigated by promptly restoring soils to the original contours and replanting and re-establishing native vegetation, and by promptly removing facilities after production ceases; and (6) any such above grade-level facilities shall not be located in view of the Interstate 25 Highway corridor or East Upper Lake Gulch Road and shall be located so as to preserve the Conservation Values; (7) no drilling, pumping, treatment, transfer, pipeline, utility or any other facilities whatsoever shall be located in the riparian areas of the Property.

(m) Stock Watering Ponds; Windmills.

(i) Lake and Dock. Grantor may construct one small lake (and a small dock on the lake), not to exceed five acres in surface area, the location of which shall be subject to the prior approval of Grantee. Grantor may construct water wells and water windmills for supplying and maintaining the water level of such lake.

(ii) Boat House. In lieu of constructing one of the loafing sheds permitted under Section 3(c), Grantor may construct a boat house on the lake that has a footprint no larger than 1,000 square feet, has a maximum 15-foot eave height, and is constructed of non-reflective materials that blend with the natural surroundings. If painted, the boat house shall be painted using non-reflective paint and colors, such as earth-tones, that blend with the surroundings. White paint shall not be used.

(iii) Stock Watering Ponds, Water Wells, Etc. Grantor may construct small stock watering ponds (and water wells and water windmills for supplying such stock watering ponds; any such water well or water windmill shall be used solely for pumping of water for use in the stock watering ponds on the Property only) for the permitted livestock on the Property, provided that the Conservation Values are protected and the approval of Grantee as to the size and location of such stock watering ponds has been obtained in advance. Grantor will use its best efforts to construct windmills of flat finished metal or flat finished painted metal so that they blend in with the natural setting; however conventional windmill material generally available in the area is acceptable.

(n) Commercial or Industrial Activity; Nuisances. No commercial or industrial uses shall be allowed on the Property. Examples of such prohibited uses are: commercial feedlots, meat or poultry processing facilities, commercial greenhouses, commercial nurseries, tree farms, sawmills or logging operations or facilities, agricultural products wholesale or retail

outlets, concentrated animal feeding operations and other similar intensive agricultural uses, and commercial recreational uses.

(o) No Access to Other Properties; Use of Access; Granting Of Easements.

Grantor shall not grant or permit access across or parking on the Property to or for the benefit of any other property without the approval of Grantee. Vehicular access to the Property shall be from East Upper Lake Gulch Road. Grantor acknowledges that Douglas County has no obligation to improve East Upper Lake Gulch Road. Grantor may grant easements onto the Property for the location of underground utilities for use on the Property, and for the permitted development of any Severable Water described in Section 3(l).

(p) No Transfer of Development Rights. Grantor hereby grants to Grantee all development rights including the right to grant any access across the Property for the use of any other property, except for the particular development rights specifically reserved herein, for the limited purpose of ensuring that such rights are forever terminated and extinguished and may not be used on or transferred from the Property to any other property, or used as a credit for density of development anywhere. Except for access easements otherwise permitted herein, Grantor specifically grants to Grantee any right Grantor has to grant access across the Property to or for the benefit of any other property, for the limited purpose of ensuring that this right is forever terminated and extinguished.

(q) Recreation; Motorized Vehicles. The Property may be used for passive non-motorized recreational uses such as horseback riding, hiking, cross-country skiing, fishing and hunting in accordance with applicable laws and regulations. Golf courses, aircraft landing facilities, and other intensive or commercial recreational uses of the Property are prohibited. Motorized vehicles may be used in the Open Area only for agricultural or property management purposes.

(r) Wildlife Habitat. With the approval of Grantee, Grantor may make changes to the Property to maintain, improve or enhance wildlife habitat on the Property. Grantee and Grantor may cooperate to reintroduce the sharp-tailed grouse and other native species onto the Property.

(s) Leases. Grantor agrees not to enter into any lease or other agreement for all or a portion of the Property (including for the exploration or development of the interests in oil or gas), unless such lease or other agreement includes reference to this Easement, and unless such lessee or other party agrees in writing to comply with the terms of this Easement. Nonetheless, Grantor shall remain liable for compliance with all of the terms and conditions of this Easement.

4. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and

any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

5. Grantee's Approval. When Grantee's prior approval is required hereunder, Grantor shall deliver to Grantee a written request therefor, describing the nature, scope, design, location, timetable, and any other material aspect of the proposed activity, structure, or improvement (the "Proposed Use") in sufficient detail to permit Grantee to make an informed judgment as to the Proposed Use's consistency with the terms of this Deed and the purpose of the Easement, and whether or not the Proposed Use would significantly impair or interfere with the Conservation Values. Grantee's approval may be withheld upon a reasonable determination by Grantee that the Proposed Use would be inconsistent with the terms of this Deed, the purpose of the Easement or would significantly impair or interfere with the Conservation Values. Grantee shall respond in writing within forty-five (45) days after its receipt of the written request. If Grantee does not respond in writing within said forty-five (45) days, Grantor shall redeliver the request to Grantee, and shall send a copy of the redelivered request to the Board, citing this section of this Deed. The Board shall work with Grantee to ensure that a written response is made within ten (10) days of the Board's receipt of the redelivered request. If Grantee does not respond within said ten (10) days, the request shall be deemed approved.

6. Enforcement. Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Deed. In the case of a reasonable belief that a violation of this Easement may have occurred and upon 48 hours prior notice (which does not have to be given by certified mail), Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. When, in Grantee's opinion, an ongoing or imminent violation could significantly impair or interfere with the Conservation Values, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity which could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

7. Costs of Enforcement. Each party shall bear its own costs in connection with any mediation, legal action or other enforcement action initiated to enforce the terms of this Deed.

8. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or

construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

9. Waiver of Certain Defenses. Grantor hereby waives any defense of estoppel, laches or prescription. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time and Grantor hereby waives any defense available to Grantor pursuant to C.R.S. §38-41-119.

10. Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property, as evidenced in the Baseline Documentation, resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

11. No Public Access Required. No right of access by the general public to any portion of the Property is conveyed by this Easement, provided however public access may be permitted by Grantor for the purposes described herein.

12. Costs and Liabilities. Grantor retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication and the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any mechanics' liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

13. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of Taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the Taxes or the accuracy of the bill, statement or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the rate of fifteen percent (15%) per annum.

14. Responsibility for Actions.

(a) Grantor shall hold harmless and indemnify the Board, Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees,

arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or willful misconduct of any of the Indemnified Parties; (2) the obligations specified herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property, unless introduced onto the Property by one or more of the Indemnified Parties. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.

(b) Grantee shall be responsible for: (1) the negligent actions of its officials, employees, and agents in the performance or failure to perform their obligations pursuant to this Easement; and (2) injury to or the death of any person, or physical damage to any property, proximately caused by any intentional or negligent act or omission of Grantee, its officials, employees, or agents related to or concerning the Property. Such liability shall not exceed an amount equal to any applicable limits set forth in the Colorado Governmental Immunity Act now existing or as may hereafter be amended, nor confer any rights or benefits on any person or activity not a party to this Agreement. Grantee does not waive or intend to waive the limitations on liability which are provided to Grantee under the Colorado Governmental Immunity Act (C.R.S. §24-10-101 *et seq.*).

15. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances, and shall, in addition, notify the Board of such circumstances. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with Section 16. In the event of condemnation or termination, the Board shall be entitled to receive that portion of Grantee's net proceeds of condemnation or sale of the Property, which is equal to a fraction, the numerator of which is the amount of the Grant, and the denominator of which is the acquisition price for the Easement.

16. Proceeds. The Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate has a value of 54.7% of the value of the Property unencumbered by the Easement (minus any increase in value after the June 8, 1999 (the date of recording of the Original Deed) attributable to permitted improvements made by Grantor). For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

17. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law. The Board shall be entitled to compensation from Grantee in an amount as determined in accordance with the Extinguishment and Proceeds paragraphs herein.

18. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) authorized to acquire and hold conservation easements under Colorado law, and (c) approved as a transferee by the State Board of the Great Outdoors Colorado Trust Fund. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Board shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist or for any reason fails or refuses to enforce the terms and provisions of this Easement.

19. Subsequent Transfers; Subordination of Mortgages. Grantor agrees to incorporate the terms of this Easement by reference into any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the conveyance of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way, nor shall it invalidate any such transfer. Grantor covenants and represents that at the time of granting of this Easement any mortgage or deed of trust is and shall be subordinate to the terms of this Easement.

20. Notices. All notices and approvals provided for hereunder shall be deemed given and received when (a) personally delivered, or (b) the next business day after deposited with a reputable overnight carrier during business hours on a business day or (c) three (3) days after the same is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable parties at the addresses indicated below for such parties:

To Grantee: Board of County Commissioners of the County of Douglas
Director of Open Space and Natural Resources
100 Third Street
Castle Rock, CO 80104
Telephone: 303-660-7495

copy to: County Attorney
100 Third Street
Castle Rock, CO 80104
Telephone: 303-660-7414

Douglas Land Conservancy
Attention: President
513 Wilcox Street
Castle Rock, CO 80104
Telephone: 303-688-8025

copy to: Folkestad Fazekas Barrick & Patoile, P.C.
Attention: Ernest F. Fazekas II
18 South Wilcox Street, Suite 200
Castle Rock, CO 80104
Telephone: 303-688-3045

To Grantor: Jonathan P. Pratt
Shelly V. Pratt
HC1 Box 524
Fairdealing, MO 63939

To the Board: Executive Director
State Board of the Great Outdoors Colorado Trust Fund
Suite 1650
1600 Broadway
Denver, CO 80202

or to such other address as any party from time to time shall designate by written notice to the other parties.

21. Recordation. Grantee shall record this instrument in timely fashion in the official records of Douglas County, and may re-record it at any time as may be required to preserve its rights in this Easement.

22. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument 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.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Amendment. Under appropriate circumstances, this Deed may be modified or amended. However, no modification or amendment shall be allowed if, in the reasonable judgment of Grantee, such modification or amendment would: (i) be inconsistent with the purpose of the Easement; (ii) significantly impair or interfere with the Conservation Values; (iii) affect the perpetual duration of the Easement; or (iv) impair the validity of the Easement or limit its enforceability in any way. Any modification or amendment to this Deed shall require the prior written approval of the Board (the "Board Approval"), and must be in writing, executed by Grantor and Grantee, and recorded in the same manner as this Deed along with a copy of the Board Approval.

(j) Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the State Board of the Great Outdoor Colorado Trust Fund, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned by the Board to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

(k) No Third Party Beneficiary. This Easement is entered into by and between Grantor and Grantee, and except as provided herein, is solely for the benefit of Grantor and Grantee, and their respective successors in interest and assigns and does not create rights or responsibilities in any third parties.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Amended Deed of Conservation Easement on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

In addition to their execution of this Amended Deed of Conservation Easement in Gross (this "Amended Deed") as the owners of undivided interests in the Property described herein, the undersigned parties, Jonathan P. Pratt and Shelly V. Pratt, also execute this Amended Deed as the owners of undivided interests in another portion of the property ("Parcel C") subject to that certain Deed of Conservation Easement (Simon-Craddock Property - Douglas County) recorded on June 8, 1999, in the office of the Clerk and Recorder for Douglas County, Colorado, at Reception No. 99051812 (the "Original Deed") for purposes of acknowledging that they have no rights or obligations under this Amended Deed appurtenant to their ownership of undivided interests in Parcel C, and that the Original Deed still applies to Parcel C.

GRANTOR:

JONATHAN P. PRATT, an individual

Jonathan P. Pratt
Jonathan P. Pratt

SHELLY V. PRATT, an individual

Shelly V. Pratt
Shelly V. Pratt

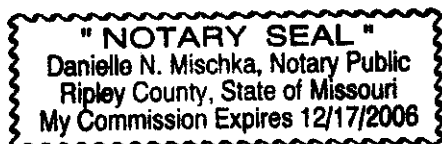
STATE OF ~~COLORADO~~ ^{Missouri})
COUNTY OF ~~DOUGLAS~~ ^{Ripley}) ss.

The foregoing document was acknowledged before me this 24 day of October, 2006, by Jonathan P. Pratt and Shelly V. Pratt.

Witness my hand and official seal.

My commission expires: 12-17-06

[SEAL]

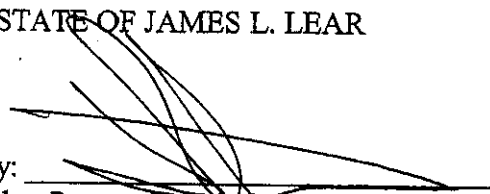


Danielle N. Mischka
Notary Public

In addition to his execution of this Amended Deed of Conservation Easement in Gross (this "Amended Deed") as Personal Representative of the Estate of James L. Lear (the "Estate"), John Prater also executes this Amended Deed as Personal Representative of the Estate in its capacity as the owner of an undivided interest in another portion of the property ("Parcel C") subject to that certain Deed of Conservation Easement (Simon-Craddock Property - Douglas County) recorded on June 8, 1999, in the office of the Clerk and Recorder for Douglas County, Colorado, at Reception No. 99051812 (the "Original Deed") for purposes of acknowledging that the Estate has no rights or obligations under this Amended Deed appurtenant to its ownership of an undivided interest Parcel C, and that the Original Deed still applies to Parcel C.

GRANTOR:

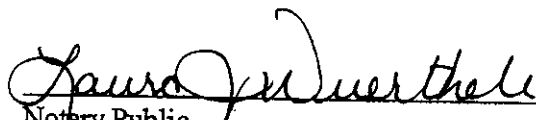
ESTATE OF JAMES L. LEAR

By: 
John Prater, Personal Representative of the
Estate of James L. Lear, Deceased

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 16th day of November, 2006, by John Prater, as Personal Representative of the Estate of James L. Lear, Deceased.

Witness my hand and official seal.
My commission expires: 11/9/09.

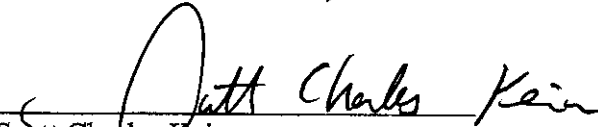

Notary Public

[SEAL]

Scott Charles Keim and Julie Anne Keim are executing this Amended Deed of Conservation Easement in Gross (this "Amended Deed") as the owners of a portion of the property ("Parcel B") subject to that certain Deed of Conservation Easement (Simon-Craddock Property - Douglas County) recorded on June 8, 1999, in the office of the Clerk and Recorder for Douglas County, Colorado, at Reception No. 99051812 (the "Original Deed") for the sole purpose of evidencing their consent to the amendment, restatement, supersession and replacement of the Original Deed provided for herein, and acknowledging that they have no rights or obligations under the Amended Deed and that the Original Deed still applies to the Parcel B.

SCOTT CHARLES KEIM, an individual

JULIE ANNE KEIM, an individual



Scott Charles Keim

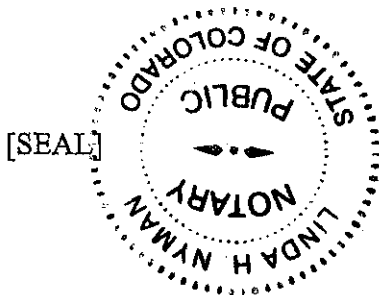
Julie Anne Keim

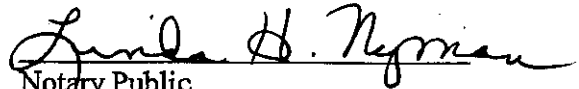
STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing document was acknowledged before me this 19 day of October, 2006, by Scott Charles Keim and Julie Anne Keim.

Witness my hand and official seal.

My commission expires: 11-13-08





Notary Public

Scott Charles Keim and Julie Anne Keim are executing this Amended Deed of Conservation Easement in Gross (this "Amended Deed") as the owners of a portion of the property ("Parcel B") subject to that certain Deed of Conservation Easement (Simon-Craddock Property - Douglas County) recorded on June 8, 1999, in the office of the Clerk and Recorder for Douglas County, Colorado, at Reception No. 99051812 (the "Original Deed") for the sole purpose of evidencing their consent to the amendment, restatement, supersession and replacement of the Original Deed provided for herein, and acknowledging that they have no rights or obligations under the Amended Deed and that the Original Deed still applies to the Parcel B.

SCOTT CHARLES KEIM, an individual

JULIE ANNE KEIM, an individual

Scott Charles Keim

Julie Anne Keim
Julie Anne Keim

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing document was acknowledged before me this 31st day of October, 2006, by Scott Charles Keim and Julie Anne Keim.

Witness my hand and official seal.

My commission expires: 10/06/2010

Amy L. Preston
Notary Public

[SEAL]

AMY L. PRESTON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 10/06/10

GRANTEE:

DOUGLAS LAND CONSERVANCY,
a Colorado nonprofit corporation

By: *Ernest F. Fazelas II*
Title: *Vice President*
Date: *11/21/06*

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing document was acknowledged before me this *21* day of November, 2006,
by *Ernest F. Fazelas II* as *Vice-President* of the Douglas Land Conservancy.

Witness my hand and official seal.

My commission expires: *10/8/2010*



Karen E. Oliver
Notary Public

GRANTEE:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, COLORADO

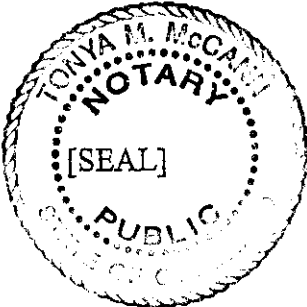
By: [Signature]
Title: Vice Chair
Date: 11/21/06

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing document was acknowledged before me this 21st day of November, 2006,
by ~~Steven A. Brand~~ Steven A. Brand as Vice Chair of the Board of County
Commissioners of Douglas County, Colorado.

Witness my hand and official seal.

My commission expires: Oct. 12, 2007



Tonya M McClann
Notary Public

AS PROVIDED IN SECTION 23(i) OF THE ORIGINAL DEED, THE EXECUTIVE DIRECTOR OF THE STATE BOARD OF THE GREAT OUTDOORS TRUST FUND OF THE STATE OF COLORADO (THE "BOARD") IS EXECUTING THIS AMENDED DEED OF CONSERVATION EASEMENT IN GROSS (THE "DEED") TO EVIDENCE THE BOARD'S APPROVAL OF THIS DEED AS IT AMENDS THE ORIGINAL DEED.

BOARD:

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

By:

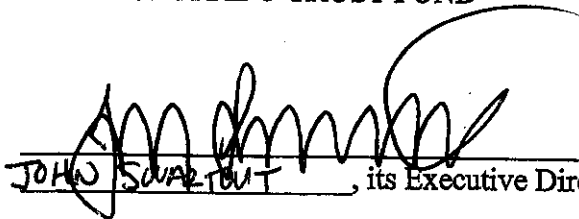

JOHN SWARTZ, its Executive Director

EXHIBIT A

February 28, 2006
Job No. 98-0627

PROPERTY DESCRIPTION: PARCELA

A tract of land situated in Sections 25 and 36, Township 9 South, Range 67 West of the 6th Principal Meridian, and in Sections 30 and 31, Township 9 South, Range 66 West of the Principal Meridian all in Douglas County, Colorado more particularly described as follows:

Beginning at the Northwest corner of said Section 30 and considering the North line of said Section 30 to bear N 89°19'25"E with all bearings contained herein relative thereto;

Thence N 89°19'25"E along said North line a distance of 432.62 feet;

Thence S 00°56'38"E a distance of 6471.04 feet;

Thence S 89°08'50"W a distance of 474.08 feet to the West line of the Northwest 1/4 of said Section 31;

Thence S 89°04'40"W a distance of 2659.61 feet to the West line of the Northeast 1/4 of said Section 36;

Thence N 00°38'17"W a distance of 1139.00 feet to the South 1/4 corner of said Section 25;

Thence N 00°43'01"W a distance of 2670.68 feet to the Center of said Section 25;

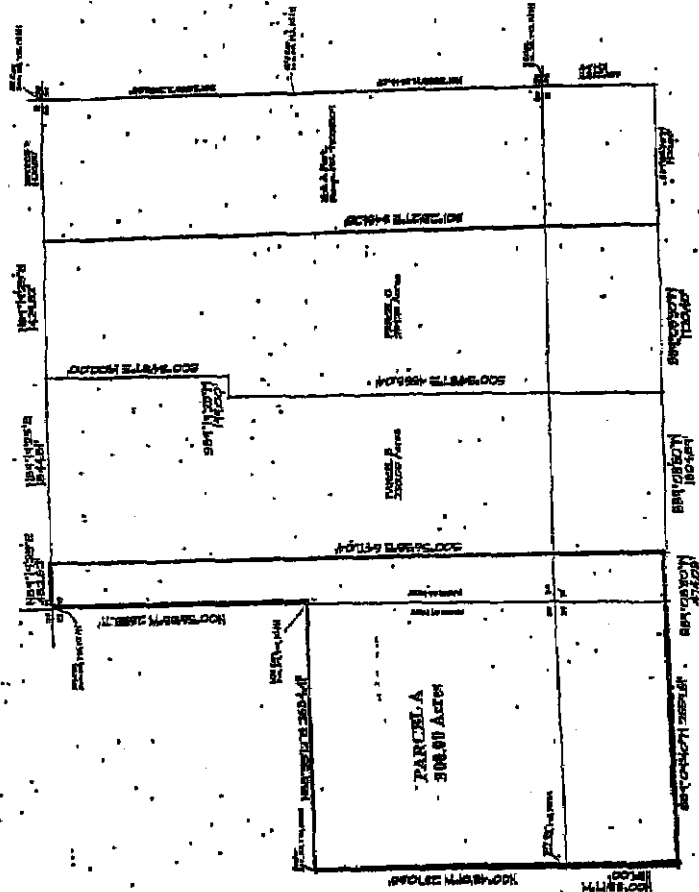
Thence N 89°53'12"E a distance of 2684.41 feet to the West 1/4 corner of said Section 30;

Thence N 00°56'38"W a distance of 2653.71 feet to the point of beginning;

Containing 300.00 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.

IN SECTION 30 & 31, T9S, R68W, 6th P.M., DOUGLAS COUNTY, COLORADO
IN SECTION 25 & 36, T9S, R66W, 6th P.M., DOUGLAS COUNTY, COLORADO



REPORTING INVESTIGATOR: P. JONES, A

1. The first of these is the *Journal of the Proceedings of the*
General Assembly of the Church of Scotland, which is published
 annually, and contains a full and accurate account of all the
 proceedings of the Assembly, from the opening of the session
 to the close of it. It is a most valuable work, and one which
 every member of the Church should possess. It is sold by
 the General Assembly, and by all the booksellers in the
 Kingdom.

U.S. DEPARTMENT OF JUSTICE

THE UNIVERSITY OF CHICAGO PRESS

THE
WISCONSIN
LEGISLATURE
1901

此書係由本館代印，其書中文字，均經本館校對，如有錯誤，概不負責。



DAVID M.
JACOBSON

10-11-1964

五、非暴力不合作

EXHIBIT C

May 23, 2006
Job No 98-0627

PROPERTY DESCRIPTION: (Building Envelope)

A tract of land situated in the Southeast 1/4 of Section 25, Township 9 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado:

Commencing at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 25 and considering the East line of said Southeast 1/4 to bear S 00°43'01"W with all bearings contained herein relative thereto;

Thence S 22°40'38"E a distance of 1417.99 feet to the true point of beginning;

Thence N 73°44'30"E a distance of 1212.59 feet;

Thence S 16°15'30"E a distance of 179.62 feet;

Thence S 73°44'30"W a distance of 1212.59 feet;

Thence N 16°15'30"W a distance of 179.62 feet to the point of beginning;

Containing 5.00 acres, more or less.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.

• Accounting

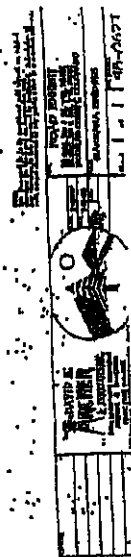


EXHIBIT E
LEGAL DESCRIPTION OF THE DRIVEWAY

A 32.00 foot wide easement situated in Section 25, township 9 South, Range 67 West and in Section 30, Township 9 South, Township 66 West of the 6th Principal Meridian, Douglas County, Colorado the centerline of which is more particularly described as follows:

Commencing at the Northwest corner of Section 30 and considering the West line of the Northwest 1/4 of Section 30 to bear S 00°56'36" E with all bearings contained herein relative thereto;

Thence N 89°19'25" E along the North line of Section 30 a distance of 18.17 feet to the true point of beginning of subject centerline;

Thence S 00°00'00" W a distance of 27.99 feet to a point of curve;

Thence Southeasterly along the arc of a curve to the left a distance of 8.39 feet, said curve has a radius of 100.00 feet and a central angle of 04°48'17" to a point of tangent;

Thence S 04°48'17" E along said tangent a distance of 63.23 feet to a point of curve;

Thence Southeasterly along the arc of a curve to the left a distance of 381.93 feet, said curve has a radius of 500.00 feet and a central angle of 43°49'56" to a point of tangent;

Thence S 48°34'13" E along said tangent a distance of 105.56 feet to a point of curve;

Thence Southeasterly along the arc of a curve to the right a distance of 301.54 feet, said curve has a radius of 250.00 feet and a central angle of 68°06'26" to a point of tangent;

Thence S 20°32'16" W along said tangent a distance of 192.46 feet to a point of curve;

Thence Southeasterly along the arc of a curve to the left a distance of 276.55 feet, said curve has a radius of 250.00 feet and a central angle of 53°22'49" to a point of tangent;

Thence S 42°50'34" E along said tangent a distance of 47.86 feet to a point of curve;

Thence Southeasterly along the arc of a curve to the right a distance of 87.66 feet, said curve has a radius of 100.00 feet and a central angle of 55°57'08" to a point of tangent;

Thence S 13°06'34" W along said tangent a distance of 583.97 feet to a point of curve;

Thence Southwesterly along the arc of a curve to the left a distance of 46.00 feet, said curve has a radius of 500.00 feet and a central angle of 05°16'16" to a point of tangent;

Thence S 07°50'19" W along said tangent a distance of 549.96 feet to a point of curve;

Thence Southwesterly along the arc of a curve to the right a distance of 382.45 feet, said curve has a radius of 500.00 feet and a central angle of 43°49'33" to a point of tangent;

Thence S 51°39'51" W along said tangent a distance of 1280.33 feet to a point of curve;

Thence Southwesterly along the arc of a curve to the right a distance of 142.86 feet, said curve has a radius of 500.00 feet and a central angle of 16°22'14" to a point of tangent;

Thence S 66°02'05" W along said tangent a distance of 387.86 feet to the point of terminus.

This property description was prepared under the direct supervision of David E. Archer (P.L.S. 6935), 105 Wilcox Street, Castle Rock, CO 80104.