

RESOLUTION NO. 17-04

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO
APPROVING A TEMPORARY ROADWAY EASEMENT AGREEMENT
BY AND BETWEEN R.I. MANAGEMENT OF TULSA, INC., LENNAR
COLORADO, LLC, AND THE CITY OF CASTLE PINES CONCERNING
THE TEMPORARY LAGAE ROAD DETOUR**

WHEREAS, pursuant to C.R.S. § 31-15-101(1)(d), the City of Castle Pines (“City”) is authorized to acquire and dispose of real property; and

WHEREAS, construction of realigned Lagae Road (“Future Lagae Road”) is currently in progress; and

WHEREAS, the construction of Future Lagae Road necessitates the construction of a temporary detour; and

WHEREAS, the alignment of the temporary detour crosses portions of lots and tracts owned by R.I. Management of Tulsa, Inc., a Nevada corporation (“RIM”) and Lennar Colorado, LLC, a Colorado limited liability company (“Lennar”); and

WHEREAS, the RIM and Lennar desire to grant a temporary roadway easement over and across the alignment of the temporary detour crossing the lots and tracts owned by RIM and Lennar, respectively, as set forth in the Temporary Roadway Easement Agreement, a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated by reference (the “Easement Agreement”); and

WHEREAS, the City Council desires to accept the temporary roadway easement in accordance with the terms and conditions set forth in the Easement Agreement.

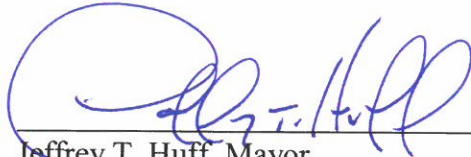
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby approves and accepts the attached Easement Agreement between RIM, Lennar, and the City of Castle Pines, and authorizes the City Manager or his designee to take all steps necessary to effectuate the terms thereof, including recordation of the Easement Agreement in the real property records of Douglas County.

Section 2. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

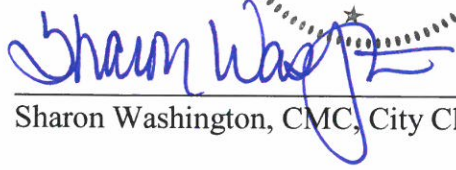
INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR AND 0 AGAINST THIS 14TH DAY OF FEBRUARY, 2017.






Jeffrey T. Huff, Mayor

ATTEST:



Sharon Washington, CMC, City Clerk

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

EXHIBIT 1
Easement Agreement
(Temporary Roadway Easement Agreement)

Following recording return to:
City of Castle Pines
7501 Village Square Drive, Suite 100
Castle Pines, CO 80108

TEMPORARY ROADWAY EASEMENT AGREEMENT

THIS TEMPORARY ROADWAY EASEMENT AGREEMENT (this "Agreement") is made and entered into this 14th day of February, 2017, by and among R.I. MANAGEMENT OF TULSA, INC., a Nevada corporation ("RIM"), LENNAR COLORADO, LLC, a Colorado limited liability company ("Lennar") (collectively, Lennar and RIM are referred to herein as "Grantor") and the CITY OF CASTLE PINES, a Colorado municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of certain real property located within the City of Castle Pines, County of Douglas, State of Colorado, platted as Lagae Ranch Filing No. 1, Final Plat (the "Grantor's Land" or "Subdivision").

B. Pursuant to Ordinance No. 08-11, as modified by Ordinance No. 14-08 (collectively, the "Ordinance"), Grantee conditionally vacated that certain roadway (commonly known as a portion of Lagae Road) through Grantor's Land as shown on Exhibit A attached hereto and incorporated herein by this reference (the "Existing Roadway") in order to allow the development of certain lots in the Subdivision (each, a "Lot") and the realignment of the Existing Roadway.

C. Under the final plat for Lagae Ranch Filing No. 1 recorded in the Douglas County Clerk and Recorder's Office at Reception No. 2008082081 (the "Final Plat"), the Grantor dedicated and conveyed to Grantee a realigned right-of-way for the Existing Roadway (the "Realigned Roadway") which is also shown on Exhibit A and labeled the Future Lagae Road.

D. In accordance with the Ordinance, Grantee conveyed the Existing Roadway to Grantor and Grantor granted an easement over and across the Existing Roadway to Grantee to maintain continuous public access until such time as the Realigned Roadway is constructed and accepted by Grantee for maintenance purposes ("Acceptance and Release").

E. The construction of the Realigned Roadway is in progress and now requires the construction of a temporary detour which is depicted and labeled on Exhibit A attached hereto as the "Lagae Road Detour." The alignment of the Lagae Road Detour crosses a portion of: (a) nine (9) Lots within the Subdivision that are owned by Lennar, which Lots are legally described as Lots 150, 151, 152, 153, 154, 155, 156, 157 and 158, Lagae Ranch Filing 1, Final Plat, Douglas County, Colorado (the "Impacted Lots"); and (b) three (3) tracts within the Subdivision that are owned by RIM which Tracts are legally described as Tracts E, F and G, Lagae Ranch Filing 1, Final Plat, Douglas County, Colorado (the "Impacted Tracts" and collectively with the Impacted Lots, the "Impacted Property").

F. Grantor desires to grant a temporary easement over and across the Impacted Property for the Easement Use (as hereinafter defined) in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the above premises and the mutual benefits accruing to the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement. During the Term (as hereinafter defined), Grantor hereby declares, covenants and grants to Grantee, upon and subject to the terms and conditions hereinafter set forth, a non-exclusive temporary public roadway easement (the "Easement") on, over and across that portion of the Impacted Lots that is described and depicted in Exhibit B, and on, over and across that portion of the Impacted Tracts that is also described and depicted in Exhibit B.

2. Easement Purposes.

(a) The Easement is for the purpose of operating the Lagae Road Detour as a temporary public street for vehicular and pedestrian access, ingress, egress and travel, and for City maintenance on, over and across the Impacted Property as shown in Exhibits A and B (the "Easement Use"). The Grantee shall have the exclusive possession and control of the Lagae Road Detour and shall have all decision-making authority with respect to the use and operation of the Lagae Road Detour under this Agreement. The Grantee is responsible at its cost and expense for the maintenance and operation of its own improvements and for repairing any damage caused by its activities and the Easement Use occurring within the Easement, if any, but by acceptance of this Easement, the Grantee does not accept the duty to construct the Lagae Road Detour or of maintenance of the Easement, or of improvements in the Easement that are not owned by the Grantee, if any. Grantor shall have no right of possession or control over the use and operation of the Lagae Road Detour within the Easement and no right or obligation to approve, construct, operate, maintain, repair or replace any improvements owned by Grantee and located within the Lagae Road Detour or the Impacted Property. Grantor has no liability arising with respect to the Grantee's operation, maintenance, repair or replacement of the Grantee's improvements located within the Lagae Road Detour or the Impacted Property.

(b) Except as expressly permitted in an approved plan of development or other written agreement with the Grantee, Grantor will not construct, install or place within the Easement, or permit the construction, installation or placement on the Easement, of any building, structure, fence, retaining wall, or other obstacle ("Encroachment") that would interfere with the Easement or Easement Use. In the event such Encroachments are placed in the Easement, the Grantee has the right to require the Grantor to remove such Encroachments from the Easement, at Grantor's sole cost and expense. If Grantor does not remove such Encroachments, the Grantee may remove such Encroachments without any liability or obligation for repair and replacement thereof, and may proceed to charge the Grantor the Grantee's costs for such removal. If the Grantee chooses not to remove the Encroachments, the Grantee will not be liable for any damage

to the Encroachments or any other property to which they are attached.

3. Term. The Easement shall commence upon the date of mutual execution of this Agreement by Grantor and Grantee and shall terminate upon construction of and initial acceptance by the Grantee of the Realigned Roadway and opening of the Realigned Roadway for use as a public street (the "Term") or at such earlier time as mutually agreed by Grantee and Grantor. Upon request of the Grantor following the satisfaction of the condition set forth in this paragraph, Grantee shall execute an Acceptance and Release for recordation by the Grantor confirming that this Agreement has terminated and become null and void ("Notice of Termination"). The City Manager or his designee shall be authorized to record the Notice of Termination in the real property records of Douglas County. Grantor and Grantee acknowledge and agree that the Grantor's roadway improvements will be completed in several phases along the length of the Realigned Roadway. In connection therewith and notwithstanding anything to the contrary herein, Grantee agrees that upon completion of roadway improvements along any portion of the Realigned Roadway and the opening of such completed portion for public use thereof, Grantee shall execute an Acceptance and Release for recordation by the Grantor that releases from this Easement any portion of the Lagae Road Detour that has been replaced by, and is no longer necessary for use as a public street as a result of the completed phase of, the Realigned Roadway.

4. Attorneys' Fees. In the event of any litigation to enforce the provisions of this Agreement, the non-prevailing party shall pay all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement.

5. Modifications. This Agreement shall not be modified or amended except by an instrument in writing executed by Grantee and the record owner of the Impacted Property.

6. Choice of Law. This Agreement shall be governed by the laws of the State of Colorado.

7. Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

8. Captions. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

9. Counterparts. This Agreement may be executed in any number of counterparts, and when a counterpart hereof has been executed and delivered by Grantor and Grantee, this Agreement shall be deemed binding upon the parties hereto.

10. Insurance and Indemnity. To the extent permitted by law, Grantee shall indemnify Grantor from any and all liability, costs or expenses incurred by Grantee and caused by Grantee's negligent acts or omissions in connection with the use and operation of the Easement and the Lagae Road Detour under this Agreement. Grantee shall obtain and keep in full force and effect

general liability insurance covering its actions and activities permitted under the Easement in an amount at least equivalent to Grantee's liability under the Colorado Governmental Immunity Act. This indemnification and insurance provision shall not constitute a waiver or release by Grantee of any immunity or limitation on liability under the Governmental Immunity Act.

11. Governmental Immunity Preserved. Nothing in this Agreement is intended to waive any protection afforded to the Grantee, its officials, employees, and agents by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Grantee, its officials, employees and agents.

12. Inurement; Runs with the Land. Each and every one of the benefits and burdens of this Agreement shall insure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties to this Agreement. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Impacted Property and are to run with the land.

13. No Third Party Beneficiaries. Nothing contained herein is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary and this Easement is not intended to and shall not be construed to, dedicate any permanent easements, rights or privileges in and for the benefit of the general public.

[Signature page to follow.]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument on the date first above written.

GRANTOR:

R.I. MANAGEMENT OF TULSA, INC.,
a Nevada limited liability company

By: [Signature]

Name: Bryan Horan

Title: Attorney In Fact to Gary Trandelso, President of R.I. Management of Tulsa, Inc.

STATE OF COLORADO)
) SS:
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27TH day of JANUARY, 2017, by DARWIN HORAN as ATTORNEY IN FACT of R.I. MANAGEMENT OF TULSA, INC., a Nevada limited liability company.

Witness my hand and official seal.

My commission expires: July 24, 2019



[Signature]
Notary Public

LENNAR COLORADO, LLC,
a Colorado limited liability company

By: Adam B. Coates
Name: Adam B. Coates
Title: Director of Land Development

STATE OF COLORADO)
) SS:
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30th day of January, 2017,
by Adam Coates as Director of Land of
LENNAR COLORADO, LLC, a Colorado limited liability company. Development

Witness my hand and official seal.

My commission expires: 6/30/2018.

JILL LUCHS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064025412
MY COMMISSION EXPIRES JUNE 30, 2018

Jill Luchs
Notary Public

GRANTEE:

CITY OF CASTLE PINES,
a Colorado municipal corporation

By: Don Van Wormer
Don Van Wormer, City Manager

STATE OF COLORADO)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of January, 2017, by Don Van Wormer as City Manager of the CITY OF CASTLE PINES, a Colorado municipal corporation.

Witness my hand and official seal.

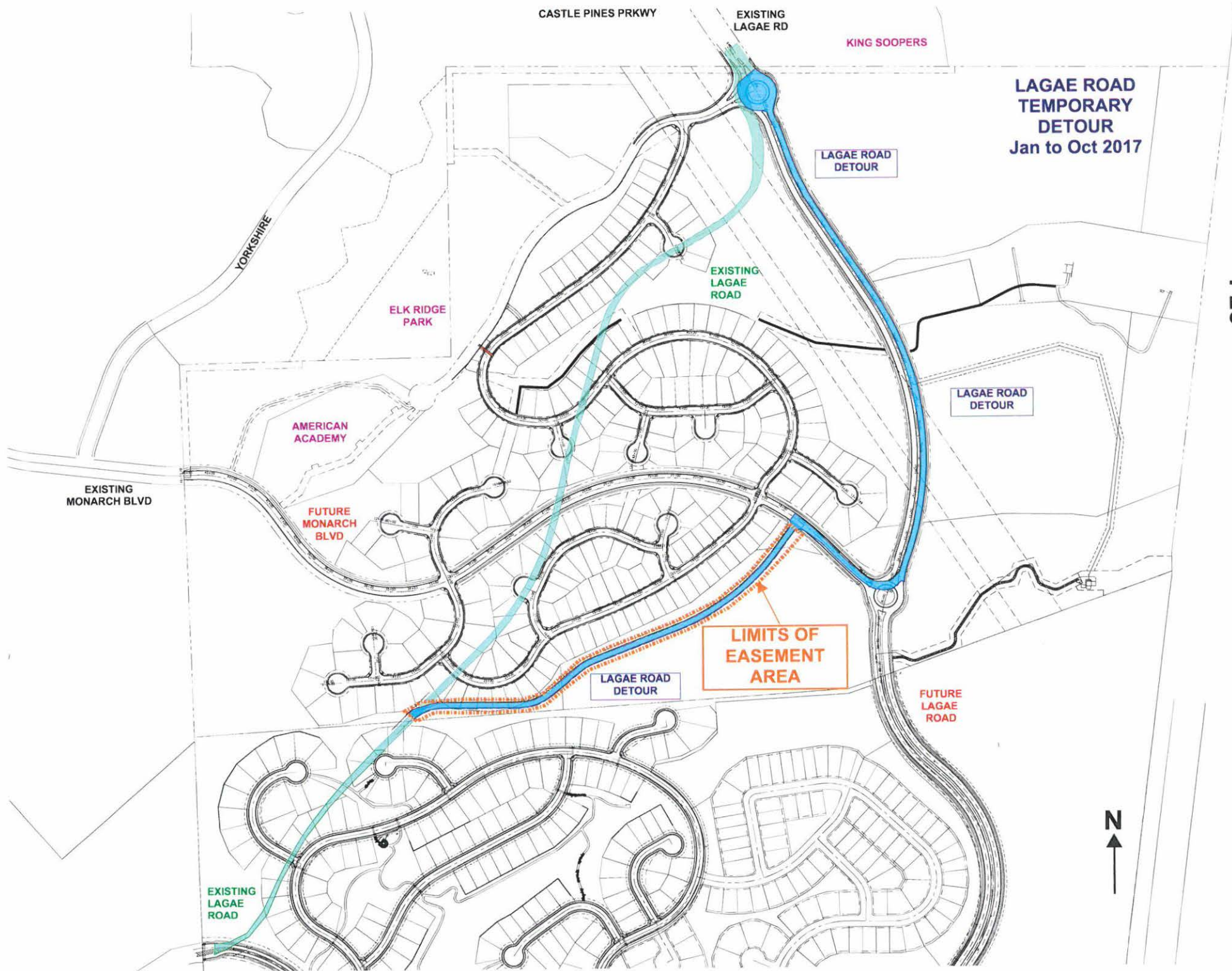
My commission expires: July 1, 2018.



Sharon L. Washington
Notary Public

EXHIBIT A

LAGAE ROAD DETOUR AND EXISTING LAGAE ROAD DIAGRAM



**LAGAE ROAD
TEMPORARY
DETOUR
Jan to Oct 2017**

LAGAE ROAD
DETOUR

EXISTING
LAGAE
ROAD

LAGAE ROAD
DETOUR

AMERICAN
ACADEMY

FUTURE
MONARCH
BLVD

LIMITS OF
EASEMENT
AREA

LAGAE ROAD
DETOUR

FUTURE
LAGAE
ROAD

EXISTING
LAGAE
ROAD



I-25

EXHIBIT B
EASEMENT LEGAL DESCRIPTIONS

EXHIBIT B
TEMPORARY ACCESS EASEMENT

A PART OF LOTS 150-158 AS SHOWN ON "LAGAE RANCH FILING 1, FINAL PLAT", RECORDED AT RECEPTION NO 2008082081 AND IN SPECIAL WARRANTY DEEDS RECORDED AT RECEPTION NO. 2014047136 AND 2016024044, ALL DOUGLAS COUNTY RECORDS, ALSO BEING A PART OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 9 AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT E AS SHOWN SAID "LAGAE RANCH FILING 1, FINAL PLAT"; THENCE N68°09'32"W, A DISTANCE OF 150.57 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTH LINE OF LOT 158; THENCE ALONG THE SOUTH LINES OF SAID LOTS 158, 157 AND 156 THE FOLLOWING THREE (3) COURSES:

1. S56°01'45"W, A DISTANCE OF 37.61 FEET;
2. S68°23'35"W, A DISTANCE OF 75.38 FEET;
3. S80°45'25"W, A DISTANCE OF 8.07 FEET;

THENCE N89°42'30"W, A DISTANCE OF 246.41 FEET TO A POINT OF THE SOUTH LINE OF LOT 153; THENCE ALONG THE SOUTH LINES OF SAID LOTS 153, 151 AND 150 THE FOLLOWING THREE (3) COURSES:

1. N56°04'06"W, A DISTANCE OF 55.18 FEET;
2. S72°40'15"W, A DISTANCE OF 115.67 FEET;
3. S86°20'07"W, A DISTANCE OF 36.92 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 35°55'49", A RADIUS OF 247.00 FEET, AN ARC LENGTH OF 154.89 FEET, AND WHOSE CHORD BEARS N72°19'36"E, A DISTANCE OF 152.37 FEET;

THENCE S89°42'30"E, A DISTANCE OF 338.65 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 18°37'15", A RADIUS OF 203.00 FEET, AN ARC LENGTH OF 65.97 FEET, AND WHOSE CHORD BEARS N80°58'53"E, A DISTANCE OF 65.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 15,730 SQUARE FEET, (0.361 ACRES) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT E AS SHOWN ON "LAGAE RANCH FILING 1, FINAL PLAT", RECORDED AT RECEPTION NO 2008082081, DOUGLAS COUNTY RECORDS. BEING S86°20'43"W.

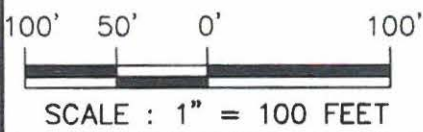
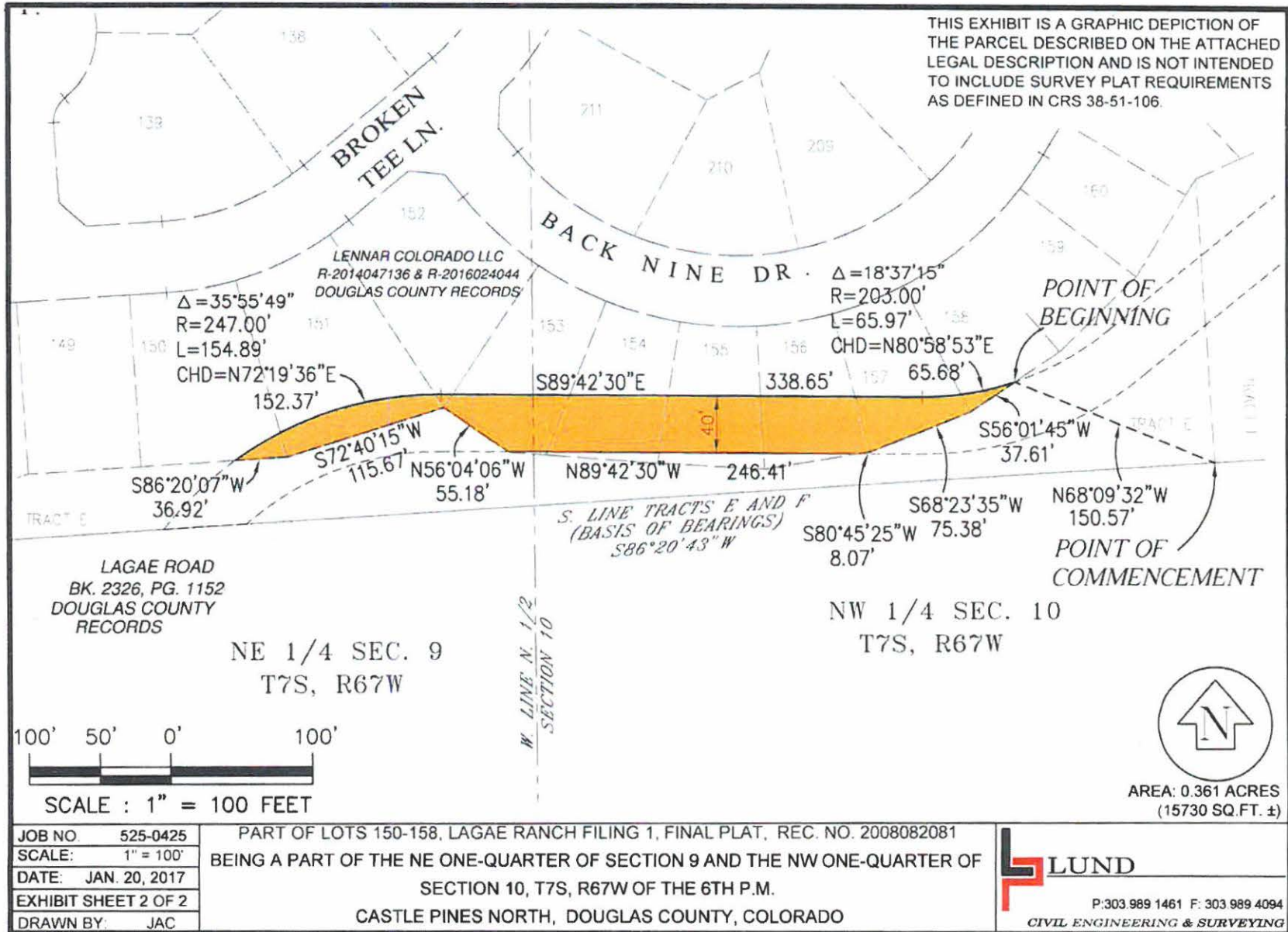
EXHIBIT ATTACHED AND MADE A PART HEREIN

PREPARED BY:
JANET A. CALDWELL, PLS 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228



**EXHIBIT B
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION**

THIS EXHIBIT IS A GRAPHIC DEPICTION OF THE PARCEL DESCRIBED ON THE ATTACHED LEGAL DESCRIPTION AND IS NOT INTENDED TO INCLUDE SURVEY PLAT REQUIREMENTS AS DEFINED IN CRS 38-51-106.



AREA: 0.361 ACRES
(15730 SQ.FT. ±)

JOB NO.	525-0425
SCALE:	1" = 100'
DATE:	JAN. 20, 2017
EXHIBIT SHEET	2 OF 2
DRAWN BY:	JAC

PART OF LOTS 150-158, LAGAE RANCH FILING 1, FINAL PLAT, REC. NO. 2008082081
BEING A PART OF THE NE ONE-QUARTER OF SECTION 9 AND THE NW ONE-QUARTER OF
SECTION 10, T7S, R67W OF THE 6TH P.M.
CASTLE PINES NORTH, DOUGLAS COUNTY, COLORADO

LUND
P:303.989.1461 F:303.989.4094
CIVIL ENGINEERING & SURVEYING

EXHIBIT B
TEMPORARY ACCESS EASEMENT

TWO PARCELS OF LAND BEING A PART OF TRACTS E, F AND G, AS SHOWN ON "LAGAE RANCH FILING 1, FINAL PLAT", RECORDED AT RECEPTION NO 2008082081, DOUGLAS COUNTY RECORDS, ALSO BEING A PART OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 9 AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEING A PART OF SAID TRACT E, **COMMENCING** AT THE SOUTHEAST CORNER OF TRACT E AS SHOWN SAID "LAGAE RANCH FILING 1, FINAL PLAT"; THENCE S86°20'43"W, ALONG THE SOUTH LINE OF SAID TRACT E, A DISTANCE OF 681.90 FEET TO THE **POINT OF BEGINNING**;

THENCE S86°20'43"W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 58.57 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°16'44", A RADIUS OF 247.00 FEET, AN ARC LENGTH OF 70.18 FEET, AND WHOSE CHORD BEARS N46°13'19"E, A DISTANCE OF 69.94 FEET TO A POINT OF THE NORTH LINE OF SAID TRACT E; THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES

1. N86°20'07"E, A DISTANCE OF 36.92 FEET;
 2. N72°40'15"E, A DISTANCE OF 115.67 FEET;
 3. S56°04'06"E, A DISTANCE OF 55.18 FEET;
- THENCE N89°42'30"W, A DISTANCE OF 48.07 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41°21'07", A RADIUS OF 207.00 FEET, AN ARC LENGTH OF 149.40 FEET, AND WHOSE CHORD BEARS S69°36'57"W, A DISTANCE OF 146.18 FEET TO THE **POINT OF BEGINNING**,

CONTAINING 5,828 SQUARE FEET, (0.134 ACRES) OF LAND MORE OR LESS.

TOGETHER WITH

PARCEL 2

BEING A PART OF SAID TRACTS E, F AND G, **COMMENCING** AT THE SOUTHEAST CORNER OF TRACT E AS SHOWN SAID "LAGAE RANCH FILING 1, FINAL PLAT"; THENCE N88°37'54"W, A DISTANCE OF 249.08 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE NORTH LINE OF SAID TRACT E, THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. N80°45'25"E, A DISTANCE OF 8.07 FEET;
2. N68°23'35"E, A DISTANCE OF 75.38 FEET;
3. N56°01'45"E, A DISTANCE OF 37.61 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 21°00'43", A RADIUS OF 203.00 FEET, AN ARC LENGTH OF 74.45 FEET, AND WHOSE CHORD BEARS N61°09'53"E, A DISTANCE OF 74.03 FEET;

THENCE N50°39'32"E, A DISTANCE OF 166.83 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°23'19", A RADIUS OF 247.00 FEET, AN ARC LENGTH OF 79.27 FEET, AND WHOSE CHORD BEARS N59°51'11"E, A DISTANCE OF 78.93 FEET;

THENCE N69°02'50"E, A DISTANCE OF 402.41 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 33°00'10", A RADIUS OF 978.00 FEET, AN ARC LENGTH OF 563.33 FEET, AND WHOSE CHORD BEARS N52°32'46"E, A DISTANCE OF 555.58 FEET;
THENCE N36°02'41"E, A DISTANCE OF 110.87 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03°13'06", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 1.40 FEET, AND WHOSE CHORD BEARS N34°26'08"E, A DISTANCE OF 1.40 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MONARCH BOULEVARD AS SHOWN ON SAID "LAGAE RANCH FILING 1, FINAL PLAT";
THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°32'39", A RADIUS OF 955.00 FEET, AN ARC LENGTH OF 42.41 FEET, AND WHOSE CHORD BEARS S54°00'20"E, A DISTANCE OF 42.40 FEET;
THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°52'40", A RADIUS OF 36.00 FEET, AN ARC LENGTH OF 13.12 FEET, AND WHOSE CHORD BEARS S46°29'01"W, A DISTANCE OF 13.05 FEET;
THENCE S36°02'41"W, A DISTANCE OF 99.48 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°00'10", A RADIUS OF 1018.00 FEET, AN ARC LENGTH OF 586.37 FEET, AND WHOSE CHORD BEARS S52°32'46"W, A DISTANCE OF 578.30 FEET;
THENCE S69°02'50"W, A DISTANCE OF 402.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 18°23'19", A RADIUS OF 207.00 FEET, AN ARC LENGTH OF 66.43 FEET, AND WHOSE CHORD BEARS S59°51'11"W, A DISTANCE OF 66.15 FEET;
THENCE S50°39'32"W, A DISTANCE OF 166.83 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 39°37'58", A RADIUS OF 243.00 FEET, AN ARC LENGTH OF 168.09 FEET, AND WHOSE CHORD BEARS S70°28'31"W, A DISTANCE OF 164.76 FEET;
THENCE N89°42'30"W, A DISTANCE OF 44.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.351 ACRES (58,863 SQUARE FEET), OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT E AS SHOWN ON "LAGAE RANCH FILING 1, FINAL PLAT", RECORDED AT RECEPTION NO 2008082081, DOUGLAS COUNTY RECORDS. BEING S86°20'43"W.

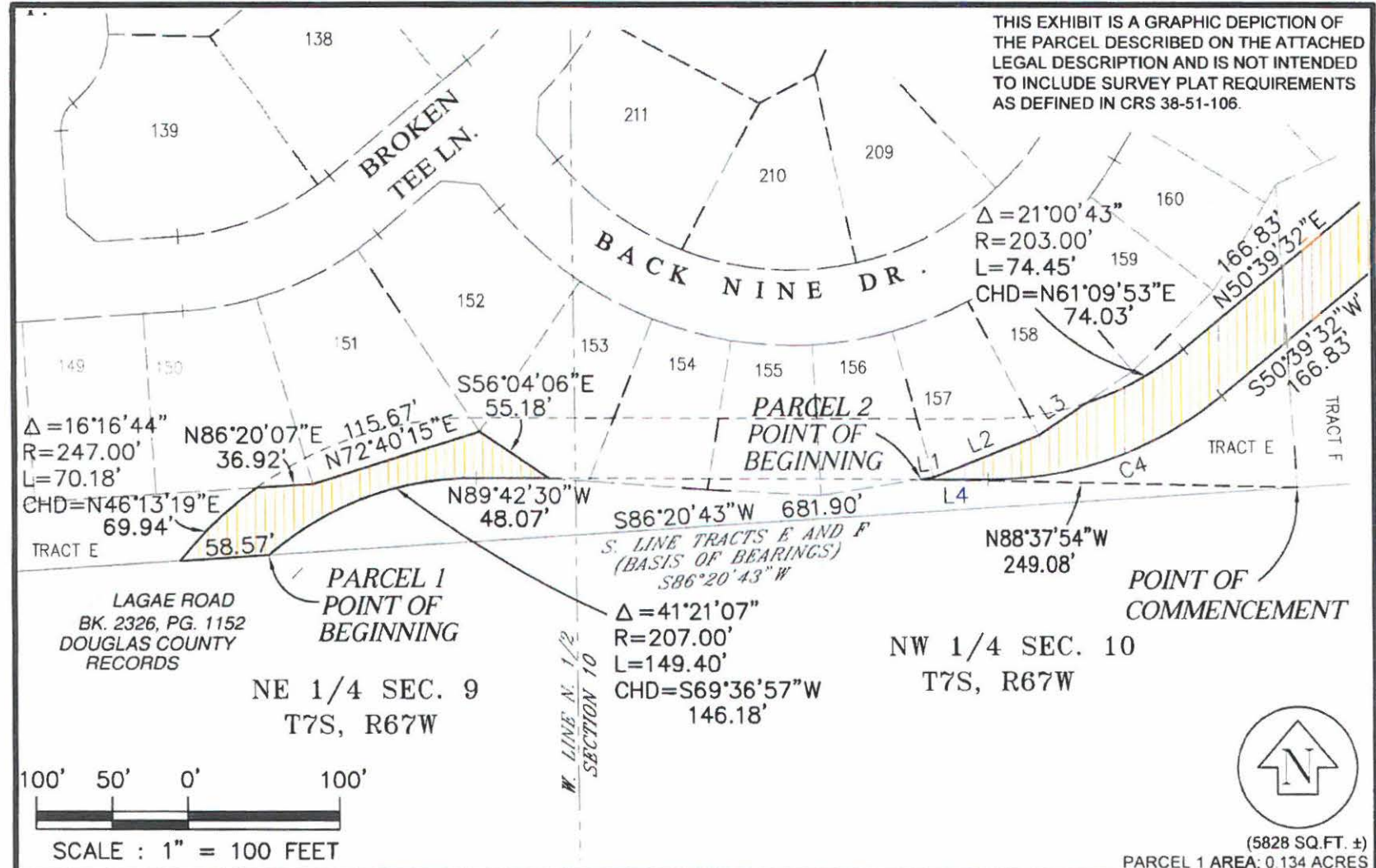
EXHIBIT ATTACHED AND MADE A PART HEREIN

PREPARED BY:
JANET A. CALDWELL, PLS 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228



EXHIBIT B
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

THIS EXHIBIT IS A GRAPHIC DEPICTION OF THE PARCEL DESCRIBED ON THE ATTACHED LEGAL DESCRIPTION AND IS NOT INTENDED TO INCLUDE SURVEY PLAT REQUIREMENTS AS DEFINED IN CRS 38-51-106.



JOB NO.	525-0425
SCALE:	1" = 100'
DATE:	JAN. 20, 2017
EXHIBIT SHEET	3 OF 4
DRAWN BY:	JAC

PARCEL 1 - PART OF TRACT E,
LAGAE RANCH FILING 1, FINAL PLAT, REC. NO. 2008082081
BEING A PART OF THE NE ONE-QUARTER OF SECTION 9, T7S, R67W OF THE 6TH P.M.
CASTLE PINES NORTH, DOUGLAS COUNTY, COLORADO

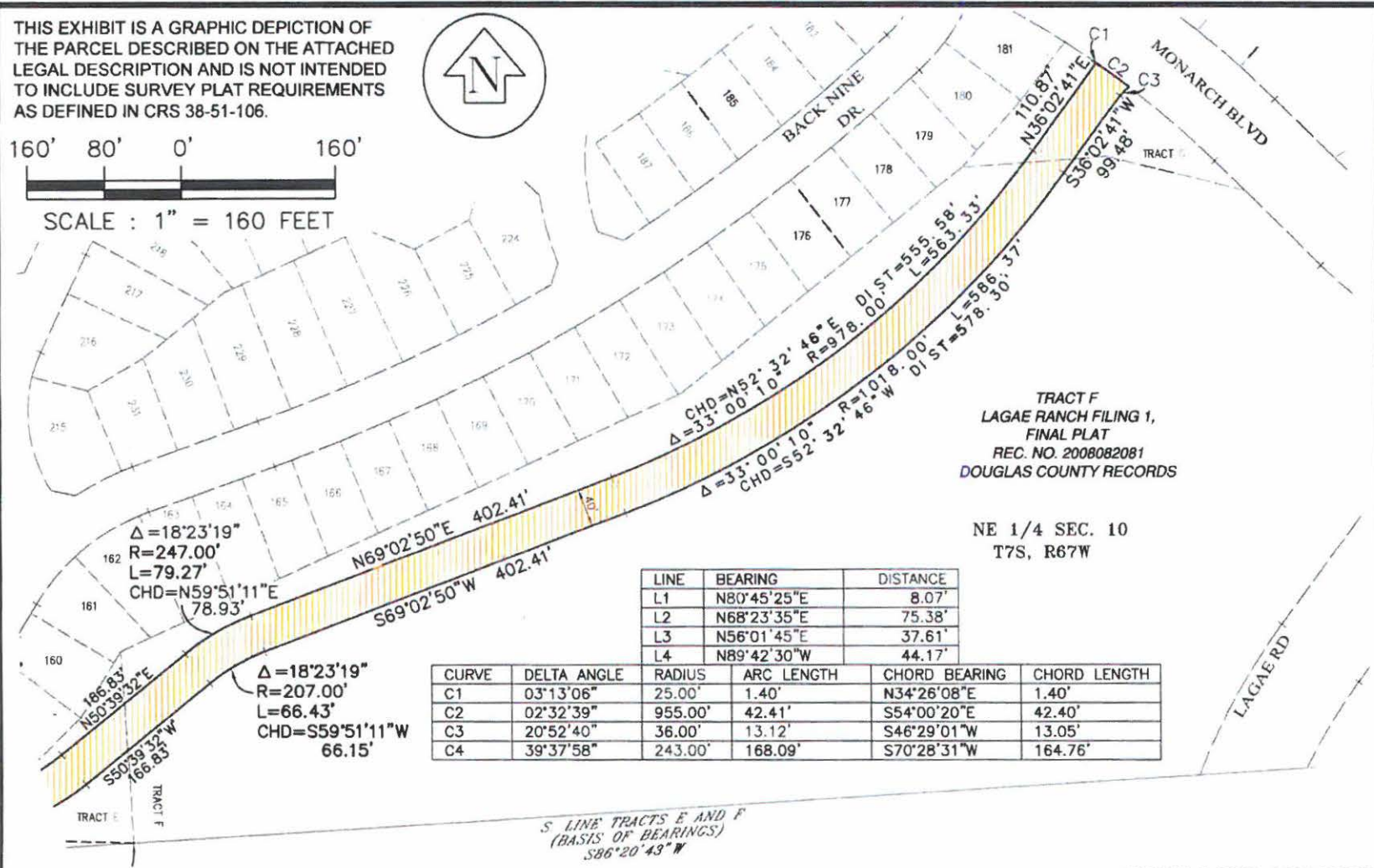
LUND
P:303 989 1461 F: 303 989 4094
CIVIL ENGINEERING & SURVEYING

**EXHIBIT B
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION**

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SCALE : 1" = 160 FEET



TRACT F
LAGAE RANCH FILING 1,
FINAL PLAT
REC. NO. 2008082081
DOUGLAS COUNTY RECORDS

NE 1/4 SEC. 10
T7S, R67W

LINE	BEARING	DISTANCE
L1	N80°45'25"E	8.07'
L2	N68°23'35"E	75.38'
L3	N56°01'45"E	37.61'
L4	N89°42'30"W	44.17'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	03°13'06"	25.00'	1.40'	N34°26'08"E	1.40'
C2	02°32'39"	955.00'	42.41'	S54°00'20"E	42.40'
C3	20°52'40"	36.00'	13.12'	S46°29'01"W	13.05'
C4	39°37'58"	243.00'	168.09'	S70°28'31"W	164.76'

PARCEL 2 AREA: 1.351 ACRES

JOB NO. 525-0425
SCALE: 1" = 160'
DATE: JAN. 20, 2017
EXHIBIT SHEET 4 OF 4
DRAWN BY: JAC

PARCEL 2 - PART OF TRACT E, F and G,
LAGAE RANCH FILING 1, FINAL PLAT, REC. NO. 2008082081
BEING A PART OF THE NE 1/4 OF SECTION 9 AND THE NW 1/4 OF SECTION 10,
T7S, R67W OF THE 6TH P.M. CASTLE PINES NORTH, DOUGLAS COUNTY, COLORADO

LUND
P:303 989 1461 F: 303 989 4094
CIVIL ENGINEERING & SURVEYING