

Return to:  
Janice Napper, City Clerk and Recorder  
City of Aurora Colorado  
15151 East Alameda Parkway  
Aurora Colorado 80012

### AVIGATION EASEMENT

1. The undersigned (the "Grantor(s)") (is)(are) the owner(s) of that certain parcel of real property more particularly identified and described in the legal description attached to and made a part of this instrument as Exhibit A (the "Property").
2. Grantor(s), for (itself)(themselves), (its)(their) successors and assigns, hereby grant(s) and convey(s) to THE CITY OF AURORA, COLORADO, its successors and assigns (the "City"), and Denver International Airport, its successors and assigns (the "Airport")(collectively, the "Grantees"), a perpetual and assignable easement in and over the Property and a right-of-way for the free and unrestricted passage and flight of all aircraft in the navigable airspace above the surface of the Property as defined by the Federal Aviation Act of 1958, 49 U.S.C. § 40101, et seq., and the regulations adopted pursuant thereto, as the same are from time to time amended (the "Airspace").
3. Said easement and right-of-way shall include, but is not limited to:
  - a. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons of any and all aircraft now known or hereafter invented, used, or designated for navigation of or flight in the air, in, through, across or about any portion of the Airspace;
  - b. The right to cause or create, or permit or allow to be caused or created in the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke, and all other effects as may be inherent in the proper operation of aircraft;
  - c. The right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects which extend into the Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace;
  - d. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, the Property, and which extend into the Airspace; and
  - e. The right of ingress to, passage within, and egress from the Property, solely for the above stated purposes.
4. Grantor(s) hereby covenant(s) with Grantees as follows:
  - a. Grantor(s) will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Property to extend into the Airspace, constitute an obstruction to air navigation, or obstruct or interfere with the use of the easement and right-of-way herein granted; and
  - b. Grantor(s) will not use or permit the use of the Property in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Airport and any aircraft.
5. The easement and right-of-way granted herein shall be deemed in gross, being conveyed to Grantees for their benefit and the benefit of any and all member of the general public who may use



said easement or right-of-way operating aircraft in or about, or in otherwise flying through, the  
Airspace.

6. The covenants and agreements made herein shall run with the land and shall be binding upon  
Grantor(s) and (its)(their) successors and assigns.

7. The City is hereby designated as agent for all purposes regarding the enforcement or removal of  
the easement and right-of-way granted herein.

8. It is understood and agreed that Grantor(s) shall have no right or cause of action, either in law or  
in equity, for damages or injury to any person or property arising out of or resulting directly or  
indirectly, from the overflight of aircraft, or for damages or injury to any person or property resulting  
from any noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft  
overflights; provided, however, that nothing herein shall divest Grantor(s) of any right or cause of  
action for damages to any person or property resulting from the negligent operation of aircraft  
overflights over the described premises at any altitude above ground level.

9. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to the City  
or any other governmental agency or department by virtue of the Colorado Governmental Immunity  
Act, Section 24-10-101, et seq, C.R.S., as amended.

EXECUTED this 28<sup>th</sup> day of August, 2018.

GRANTOR(S)

By: T. King

By: \_\_\_\_\_

ATTEST:

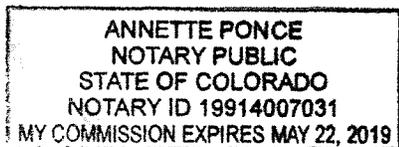
By: \_\_\_\_\_

STATE OF COLORADO )  
City of ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of  
August, 2018, by  
Terrance G. King (and  
\_\_\_\_\_, Grantor(s).

Witness my hand and official seal.

My Commission Expires: May 22, 2019



said easement or right-of-way operating aircraft in or about, or in otherwise flying through, the  
Airspace.

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from any noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft  
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action for damages to any person or property resulting from the negligent operation of aircraft  
overflights over the described premises at any altitude above ground level.

9. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to the City  
or any other governmental agency or department by virtue of the Colorado Governmental Immunity  
Act, Section 24-10-101, et seq, C.R.S., as amended.

EXECUTED this 10 day of October, 2018.

GRANTOR(S)

By: Devene O Schuh

By: \_\_\_\_\_

ATTEST:

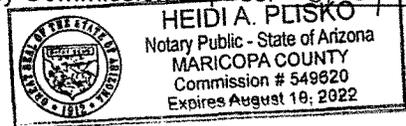
By: Devene O Schuh

Arizona  
STATE OF COLORADO )  
COUNTY OF Maricopa ) ss.

The foregoing instrument was acknowledged before me this 20th day of  
October, 2018, by  
Devene Schuh (and  
\_\_\_\_\_, Grantor(s).

Witness my hand and official seal.

My Commission Expires: 8/10/22



Heidi A. Plisko









SJSA INVESTMENTS, LLC,  
a Nevada limited liability company

By:   
Printed: Cheryl Corley  
Title: President of H&L Management  
Manager of SJSA  
Investments, LLC

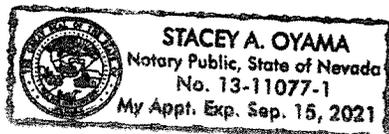
STATE OF Nevada )  
~~COLORADO~~ ) ss.  
COUNTY OF Clark )

The foregoing instrument was acknowledged before me this 2 day of July 2018, by Cheryl Corley as Manager of SJSA Investments, LLC, a Nevada limited liability company.

WITNESS my official hand and seal.

My commission expires: 9/15/21

[SEAL]



  
Notary Public

AURORA HIGHLANDS, LLC,  
a Nevada limited liability company

By: CGF Management, Inc., a Nevada  
Corporation, Manager

By:   
Carlo G. Ferreira, President

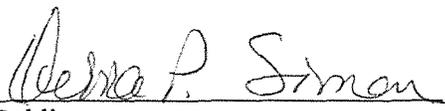
STATE OF COLORADO            )  
CITY AND                            ) ss.  
COUNTY OF DENVER            )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August 2018, by Carlo G. Ferreira, President of CGF Management, Inc., a Nevada Corporation, Manager of Aurora Highlands, LLC, a Nevada limited liability company.

WITNESS my official hand and seal.

My commission expires: 8/10/2022.

[SEAL]

  
Notary Public

DEBRA P. SIMON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19874135645  
MY COMMISSION EXPIRES 08/10/2022

**EXHIBIT A**  
**The Property**

**PARCEL "A"**

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JUNE 20, 1990 IN BOOK 3684, PAGE 942, ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 29, 2007 AT RECEPTION NO. 2007000052071, ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 25, 2005 AT RECEPTION NO. 20050525000553190, ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 31, 2006 AT RECEPTION NO. 2006063100055590, ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 29, 2007 AT RECEPTION NO. 2007000052048, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN SPECIAL WARRANTY DEED RECORDED AUGUST 29, 1991 IN BOOK 3811, PAGE 316, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED OCTOBER 24, 2008 AT RECEPTION NO. 2008000084485, AND ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 26, 2006 AT RECEPTION NO. 2006001012450, ALL THAT CERTAIN PARCEL DESCRIBED AS EXHIBIT "C" IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 2006000386390, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED APRIL 4, 2016 AT RECEPTION NO. 2016000016651, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 23, 2016 AT RECEPTION NO. 2016000112372, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 3, 1996 AT RECEPTION NO. C0208929, ALL THAT PARCEL DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 18, 1997 AT RECEPTION NO. C0346825, ALL THAT CERTAIN PARCEL DESCRIBED IN RULE AND ORDER RECORDED DECEMBER 13, 1996 IN BOOK 4898, AT PAGE 878, ALL THAT CERTAIN PORTION OF A PARCEL OF LAND DESCRIBED IN EXHIBIT "A" OF RULE AND ORDER RECORDED JULY 19, 1999 IN BOOK 5827, AT PAGE 62, A PORTION OF LOT 1, BLOCK 1, AND TRACT "A" E-470 TOLL PLAZA C SUBDIVISION FILING NO. 2 RECORDED OCTOBER 15, 1998 AT RECEPTION NO. C0456359, AND ALL THOSE CERTAIN PARCELS OF LAND DESCRIBED IN RULE AND ORDER RECORDED DECEMBER 13, 1996 IN BOOK 4898, AT PAGE 895, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JANUARY 18, 2001 AT RECEPTION NO. C0752136, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED SEPTEMBER 16, 2016 AT RECEPTION NO. 2016000077508, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 26, 2016 AT RECEPTION NO. 2016000070909, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 10, 2003 AT RECEPTION NO. C1124121, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JUNE 13, 2003 AT RECEPTION NO. C1158214, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 9, 2002 AT RECEPTION NO. C1064328, AND ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 2, 2002 AT RECEPTION NO. C1061112, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AUGUST 20, 2007 AT RECEPTION NO. 2007000079863, ALL THOSE CERTAIN PARCELS OF LAND DESCRIBED IN WARRANTY DEED RECORDED AUGUST 20, 2007 AT RECEPTION NO. 2007000079864, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RESOLUTION AND DEED RECORDED JANUARY 17, 1972 IN BOOK 1774, AT PAGE 338, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN RESOLUTION AND DEED RECORDED JANUARY 17, 1972 IN BOOK 1774, AT PAGE 336, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 835, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 856, ALL RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, STATE OF COLORADO, SITUATED IN SECTIONS 19, 20, 29 AND 30 TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20,**

**THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, SOUTH 89°53'06" EAST, A DISTANCE OF 1,229.46 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RECEPTION NO. 2009000030451, IN SAID OFFICIAL RECORDS;**

**THENCE ALONG SAID WESTERLY AND SOUTHERLY BOUNDARY OF SAID PARCEL THE FOLLOWING SIX (6) COURSES:**

1. SOUTH 00°06'48" WEST, A DISTANCE OF 6.51 FEET;

2. NORTH 89°53'12" WEST, A DISTANCE OF 40.00 FEET;
3. SOUTH 00°06'48" WEST, A DISTANCE OF 40.00 FEET;
4. SOUTH 89°53'12" EAST, A DISTANCE OF 40.00 FEET;
5. NORTH 00°06'48" EAST, A DISTANCE OF 16.50 FEET;
6. SOUTH 89°53'12" EAST, A DISTANCE OF 4,062.60 FEET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20;

THENCE ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, SOUTH 00°16'15" EAST, A DISTANCE OF 2,594.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 20;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, SOUTH 00°16'20" EAST, A DISTANCE OF 1,968.19 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED MAY 18, 1966 IN BOOK 1295, AT PAGE 405, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID EASTERLY LINE ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF SAID WARRANTY DEED THE FOLLOWING THREE (3) COURSES:

1. SOUTH 89°29'04" WEST, A DISTANCE OF 660.59 FEET;
2. SOUTH 00°17'12" EAST, A DISTANCE OF 657.40 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20;
3. ALONG SAID SOUTHERLY LINE, NORTH 89°23'37" EAST, A DISTANCE OF 660.43 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID WARRANTY DEED;

THENCE ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, SOUTH 00°17'04" EAST, A DISTANCE OF 2,670.37 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 29;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SOUTH 00°17'18" EAST, A DISTANCE OF 2,639.98 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 26<sup>TH</sup> AVENUE AS DESCRIBED IN ROAD PETITION NO. 622 RECORDED SEPTEMBER 13, 1919 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID ROAD PETITION NO. 622 THE FOLLOWING THREE (3) COURSES:

1. DEPARTING SAID EASTERLY LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 2,645.80 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29;
2. SOUTH 89°35'42" WEST, A DISTANCE OF 2,645.80 FEET TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29;
3. SOUTH 89°37'56" WEST, A DISTANCE OF 2,653.21 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°17'46" EAST, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF "PARCEL E" AS DEPICTED IN JUDGMENT AND DECREE ADOPTING BOUNDARY AGREEMENT AND SETTLEMENT RECORDED ON JUNE 8, 2006 AT RECEPTION NO. 20060608000586570, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARIES OF SAID JUDGMENT AND DECREE ADOPTING BOUNDARY AGREEMENT AND SETTLEMENT THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°37'52" WEST, A DISTANCE OF 139.88 FEET;

2. NORTH 01°37'32" EAST, A DISTANCE OF 1,289.33 FEET TO THE SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000112372;

THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000112372 THE FOLLOWING FIFTEEN (15) COURSES:

1. SOUTH 89°31'40" WEST, A DISTANCE OF 1,077.24 FEET;
2. SOUTH 00°12'05" EAST, A DISTANCE OF 564.79 FEET;
3. SOUTH 89°09'03" WEST, A DISTANCE OF 125.70 FEET;
4. SOUTH 00°12'47" EAST, A DISTANCE OF 720.77 FEET;
5. SOUTH 89°37'52" WEST, A DISTANCE OF 440.64 FEET;
6. NORTH 00°21'42" WEST, A DISTANCE OF 30.00 FEET;
7. SOUTH 89°37'52" WEST, A DISTANCE OF 227.90 FEET;
8. NORTH 00°12'22" WEST, A DISTANCE OF 592.59 FEET;
9. SOUTH 89°34'46" WEST, A DISTANCE OF 310.85 FEET;
10. NORTH 00°13'54" WEST, A DISTANCE OF 8.00 FEET;
11. SOUTH 89°31'40" WEST, A DISTANCE OF 275.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,090.92 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 82°58'32" EAST;
12. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°01'42", AN ARC LENGTH OF 133.82 FEET;
13. TANGENT TO SAID CURVE, NORTH 00°00'15" EAST, A DISTANCE OF 41.93 FEET;
14. SOUTH 89°46'06" WEST, A DISTANCE OF 20.29 FEET TO THE EASTERLY RIGHT-OF-WAY OF GUN CLUB ROAD AS DESCRIBED IN DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 822;
15. ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°13'45" WEST, A DISTANCE OF 4,451.16 FEET TO THE NORTHERLY LINE OF GOVERNMENT LOT 1 OF SAID SECTION 30, AND THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RULE AND ORDER RECORDED DECEMBER 13, 1996 IN BOOK 4898, AT PAGE 878 OF SAID OFFICIAL RECORDS;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°20'52" EAST, A DISTANCE OF 10.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF GUN CLUB ROAD AS DESCRIBED IN RESOLUTION AND DEED RECORDED JANUARY 17, 1972 IN BOOK 1774, AT PAGE 338, OF SAID OFFICIAL RECORDS, AND THE SOUTHWEST CORNER OF THAT CERTAIN FIRST DESCRIBED PARCEL WITHIN EXHIBIT "A" OF SAID RULE AND ORDER RECORDED AT BOOK 5827, PAGE 62

THENCE ALONG SAID LAST DESCRIBED EASTERLY RIGHT-OF-WAY, AND THAT CERTAIN FIRST DESCRIBED PARCEL OF SAID EXHIBIT "A" NORTH 00°13'47" WEST, A DISTANCE OF 2,647.74 FEET TO THE SOUTHERLY LINE OF GOVERNMENT LOT 1 OF SAID SECTION 19;

THENCE ALONG SAID LAST DESCRIBED SOUTHERLY LINE, SOUTH 89°13'56" WEST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 19, AND THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" OF SAID BARGAIN AND SALE DEED RECORDED AT RECEPTION NO. C0752137, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY LINE OF GOVERNMENT LOT 1, SAID SECTION 19 AND THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID PARCEL "A", NORTH 00°14'11" WEST, A DISTANCE OF 1,027.97 FEET TO THE MOST SOUTHERLY CORNER OF THE SECOND DESCRIBED PARCEL OF EXHIBIT "A" OF SAID RULE AND ORDER RECORDED IN BOOK 5827, AT PAGE 62;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID SECOND DESCRIBED PARCEL THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 04°07'14" EAST, A DISTANCE OF 610.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,179.96 FEET;
2. THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°25'27", AN ARC LENGTH OF 214.68 FEET;
3. TANGENT TO SAID CURVE, NORTH 14°32'41" EAST, A DISTANCE OF 373.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 903.25 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°24'22", AN ARC LENGTH OF 242.87 FEET;
5. TANGENT TO SAID CURVE, NORTH 00°51'41" WEST, A DISTANCE OF 45.85 FEET;
6. NORTH 77°42'52" EAST, A DISTANCE OF 430.02 FEET;
7. NORTH 00°51'55" WEST, A DISTANCE OF 70.00 FEET TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1, AND THE SOUTHWEST CORNER OF THAT CERTAIN FIRST DESCRIBED PARCEL WITHIN EXHIBIT "A" OF WARRANTY DEED RECORDED SEPTEMBER 6, 2007 AT RECEPTION NO. 2007000085459 OF SAID OFFICIAL RECORDS;

THENCE ALONG SAID LAST DESCRIBED NORTHERLY LINE AND THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, NORTH 89°08'02" EAST, A DISTANCE OF 1,982.85 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, NORTH 89°08'12" EAST, A DISTANCE OF 2,648.88 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,497.582 ACRES (108,794,694 SQUARE FEET), MORE OR LESS

DANIEL E. DAVIS, PLS 38256  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122

## PARCEL "B"

ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 29, 2007 AT RECEPTION NO. 2007000052063, ALL OF "PARCEL III" AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 3221, AT PAGE 737, AND ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN PERSONAL REPRESENTATIVES' DEED RECORDED DECEMBER 28, 1994 IN BOOK 4445, AT PAGE 140, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO BEING A PORTION OF SECTION 21 AND A PORTION OF THE WEST HALF OF SECTION 28, ALL IN TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 28, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 28 BEARS SOUTH 89°54'41" EAST A DISTANCE OF 2,662.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, SOUTH 89°54'41" EAST A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF WARRANTY DEED RECORDED IN BOOK 798, PAGE 210, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAST DESCRIBED WARRANTY DEED, NORTH 00°17'18" WEST A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF SAID EASTERLY BOUNDARY AND A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY FROM THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 00°17'18" WEST A DISTANCE OF 2,639.67 FEET;
- 2) NORTH 00°17'04" WEST A DISTANCE OF 2,669.51 FEET;
- 3) NORTH 00°16'20" WEST A DISTANCE OF 2,625.55 FEET;
- 4) NORTH 00°16'15" WEST A DISTANCE OF 2,625.52 FEET TO THE NORTH LINE OF SAID SECTION 21;

THENCE DEPARTING SAID EASTERLY BOUNDARY ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 89°51'48" EAST, A DISTANCE OF 2,439.04 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21;
- 2) NORTH 89°51'48" EAST, A DISTANCE OF 708.74 FEET TO THE WESTERLY BOUNDARY OF QUITCLAIM DEED RECORDED FEBRUARY 26, 1993 AT RECEPTION NO. B1124713, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY, NORTHERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID LAST DESCRIBED QUITCLAIM DEED THE FOLLOWING ELEVEN (11) COURSES:

- 1) SOUTH 15°08'34" EAST, A DISTANCE OF 676.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 970.00 FEET;
- 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°00'00", AN ARC LENGTH OF 423.24 FEET;
- 3) TANGENT TO SAID CURVE, SOUTH 09°51'26" WEST, A DISTANCE OF 508.31 FEET;
- 4) NORTH 80°08'34" WEST, A DISTANCE OF 1,448.37 FEET;
- 5) SOUTH 09°51'26" WEST, A DISTANCE OF 600.00 FEET;
- 6) SOUTH 80°08'34" EAST, A DISTANCE OF 1,448.37 FEET;
- 7) NORTH 09°51'26" EAST, A DISTANCE OF 550.00 FEET;
- 8) SOUTH 80°08'34" EAST, A DISTANCE OF 60.00 FEET;
- 9) NORTH 09°51'26" EAST, A DISTANCE OF 558.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,030.00 FEET;
- 10) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°00'00", AN ARC LENGTH OF 449.42 FEET;
- 11) TANGENT TO SAID CURVE, NORTH 15°08'34" WEST, A DISTANCE OF 660.14 FEET TO THE NORTH LINE OF SAID SECTION 21;

THENCE DEPARTING SAID EASTERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED ALONG SAID NORTH LINE, NORTH 89°51'48" EAST, A DISTANCE OF 1,848.18 FEET TO THE WESTERLY RIGHT-OF-WAY OF MONAGHAN ROAD AS DESCRIBED IN BOARD OF COUNTY COMMISSIONERS BOOK 5, AT PAGE 456, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY RIGHT OF WAY, SOUTH 00°05'46" EAST, A DISTANCE OF 5,299.08 FEET TO THE SOUTH LINE OF SAID SECTION 21;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG SAID SOUTH LINE, NORTH 89°35'27" WEST, A DISTANCE OF 2,611.10 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 21;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89°35'27" WEST, A DISTANCE OF 1,955.92 FEET TO THE EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2007000052063;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°31'12" EAST, A DISTANCE OF 5,306.70 FEET TO THE SOUTHEAST CORNER OF SAID SPECIAL WARRANTY DEED, AND THE NORTHERLY RIGHT-OF-WAY OF EAST 26<sup>TH</sup> AVE AS DESCRIBED IN ROAD PETITION NO. 622, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 89°54'41" WEST, A DISTANCE OF 496.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN CORRECTIVE PERSONAL REPRESENTATIVES' DEED RECORDED DECEMBER 28, 1994 IN BOOK 4445, AT PAGE 137, IN SAID OFFICIAL RECORDS.

CONTAINING AN AREA AFTER THE EXCEPTION PARCEL OF 648.447 ACRES (28,246,357 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS 38256  
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FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
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