

VESTING B7050489

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B7050489
Receipt #: 5332517
Pages Recorded: 3
Recording Fee: \$16.00
Document Fee: \$121.42
Date Recorded: 4/20/2007 4:44:09 PM
[Barcode]

SPECIAL WARRANTY DEED

THIS DEED is dated April 20, 2007, and is made between AURORA CENTRETECH, LLC, a Colorado limited liability company (whether one, or more than one), the "Grantor", of the County of Jefferson and State of Colorado, and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless (whether one, or more than one), the "Grantee," whose legal address is 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Tax Department of the County of Somerset and State of New Jersey.

WITNESS, that the Grantor, for and in consideration of the sum of One Million Two Hundred Fourteen Thousand One Hundred Sixty-Five and No/100 DOLLARS, (\$ 1,214,165.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's ~~heirs~~ successors and assigns forever, all the real property, together with any improvements thereon, located in the County of Arapahoe and State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE (the "Property").

THE PROPERTY IS HEREBY CONVEYED IN ITS "AS IS" CONDITION.

also known by street address as:

and assessor's schedule or parcel number: 1975-08-2-16-009; 1975-08-2-16-020; 1975-08-2-27-001; 1975-08-2-04-007.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's ~~heirs~~ successors and assigns forever. The Grantor, for the Grantor and the Grantor's ~~heirs~~ successors and assigns, does covenant and agree that the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, in the quiet and peaceable possession of the Grantee and the ~~heirs~~ successors and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor except and subject to: ☐ none; or ☒ the following matters: all recordings of record, easements, restrictions, covenants, governmental laws, rules, regulations and directives to the extent they affect the Property and/or Grantee's use thereof; and subject to real property taxes and assessments for the year 2007 and subsequent years.

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

State Documentary Fee
Date <u>12/1/07</u>
\$ <u>121 4/10</u>

AURORA CENTRETECH, LLC, a Colorado limited liability company

By: [Signature]
John C. Richert, Managing Member

STATE OF COLORADO)
) ss.
_____, County of Arapahoe)

The foregoing instrument was acknowledged before me this 20 day of April, 2007 by John C. Richert, as a Managing Member of and on behalf of Aurora Centrettech, LLC, a Colorado limited liability company, Grantor.

Witness my hand and official seal.

My commission expires: 5-31-08

[Signature]
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

E L MATTHEW
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires May 31, 2008

Return to: Martha Dague
Cage & Williams
1433 17th Street
Denver CO 80202

RECEIVED IN THIS CONDITION

EXHIBIT A
TO SPECIAL WARRANTY DEED

PARCEL 1:

LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 2:

LOT 9, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 3:

A PARCEL OF LAND BEING A PORTION OF LOT 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10;

THENCE SOUTH 00 DEGREES 05 MINUTES 32 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 10, A DISTANCE OF 97.41 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE:

1) SOUTH 71 DEGREES 55 MINUTES 48 SECONDS WEST A DISTANCE OF 140.92 FEET;

2) THENCE NORTH 62 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 148.00 FEET;

THENCE NORTH 27 DEGREES 33 MINUTES 57 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE WESTERLY LINE OF SAID LOT 10 A DISTANCE OF 72.90 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01 DEGREES 55 MINUTES 00 SECONDS, A RADIUS OF 280.00 FEET, A CHORD BEARING OF NORTH 26 DEGREES 36 MINUTES 25 SECONDS EAST A DISTANCE OF 9.37 FEET AND AN ARC DISTANCE OF 9.37 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 28 SECONDS EAST NON-TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE NORTHERLY LINE OF SAID LOT 10 A DISTANCE OF 227.37 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A PARCEL OF LAND BEING A PORTION OF LOT 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1, AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE;

THENCE THE FOLLOWING TWO COURSES ALONG THE EASTERLY LINE OF SAID FILING 21:

1) NORTH 18 DEGREES 04 MINUTES 17 SECONDS WEST A DISTANCE OF 178.08 FEET;

2) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 58.76 FEET;

THENCE THE FOLLOWING TWO COURSES ALONG THE EASTERLY LINE OF LOTS 9 AND 10,

BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED AT BOOK 83, PAGE 41, RECEPTION NO. 2532034 IN THE COUNTY OF ARAPAHOE CLERK AND RECORDERS OFFICE:

- 1) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 97.41 FEET;
- 2) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 139.22 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 197.94 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, VERIZON WIRELESS SUBDIVISION FILING NO. 1;

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE AND ALONG THE WEST LINE OF SAID VERIZON WIRELESS SUBDIVISION FILING NO. 1 A DISTANCE OF 431.38 FEET.

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1 ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 44 MINUTES 25 SECONDS, A RADIUS OF 535.00 FEET, A CHORD BEARING OF SOUTH 76 DEGREES 46 MINUTES 28 SECONDS WEST A DISTANCE OF 144.14 FEET AND AN ARC DISTANCE OF 144.58 FEET TO THE POINT OF BEGINNING.

61-
19792
B2196544

10/17/2002 10:02:31

PG: 0001-012

61.00 DOC FEE: 197.92

TRACY K. BAKER
ARAPAHOE COUNTY

WARRANTY DEED

THIS DEED, made this 16th day of October, 2002, between CENTRETECH LAND INVESTORS LLC, a Colorado limited liability company, of the City and County of Denver, State of Colorado, grantor, and AURORA CENTRETECH, LLC, a Colorado limited liability company, whose legal address is 7180 W. 14th Avenue, Lakewood CO 80214.

WITNESSETH, that the grantor, for and in consideration of the sum of ONE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED AND SEVENTY DOLLARS-----(\$1,979,170.00)-----
--the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all of the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and the State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

also known by street and number as: Vacant Land

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above-bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except 2002 property taxes due and payable in 2003, and except those matters identified on Exhibit B attached hereto.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor has executed this Deed on the date set forth above.

CENTRETECH LAND INVESTORS LLC,
a Colorado limited liability company

By: FLEISHER-SMYTH COMPANY, a Colorado
Corporation, its Manager

BY: [Signature]
Clark Smyth, President

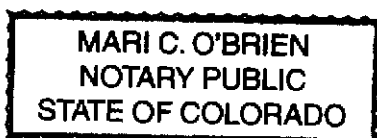
STATE OF COLORADO)

City of)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 16th day of October, 2002, by Clark Smyth as President of Fleisher-Smyth Company, a Colorado corporation, as Manager of CENTRETECH LAND INVESTORS LLC, a Colorado limited liability company.

My commission expires:

WITNESS my hand and official seal.



My Commission Expires July 7, 2006

[Signature: Mari C. O'Brien]
Notary Public

when recorded return to:
Aurora Centretch LLC
7180 W. 14th Ave.
Lakewood, CO 80214
Attn: Ethan Jacobson

2/12

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 7 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 7;

THENCE SOUTH 00 DEGREES 04 MINUTES 17 SECONDS EAST NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 255.00 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 45 DEGREES 34 MINUTES 23 SECONDS, A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 67 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 77.46 FEET AND AN ARC DISTANCE OF 79.54 FEET;

2) NORTH 89 DEGREES 55 MINUTES 43 SECONDS WEST TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 78.85 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 155.34 FEET;

THENCE ALONG THE NORTHWESTERLY LINE OF A PARCEL OF LAND RECORDED AT BOOK 5877 PAGE 376 IN THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE, STATE OF COLORADO, THE FOLLOWING THREE (3) COURSES:

1) NORTH 89 DEGREES 06 MINUTES 43 SECONDS EAST A DISTANCE OF 20.16 FEET;

2) NORTH 44 DEGREES 42 MINUTES 11 SECONDS EAST A DISTANCE OF 59.12 FEET;

3) NORTH 00 DEGREES 32 MINUTES 55 SECONDS EAST A DISTANCE OF 27.40 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 43 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 87.99 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 17, COUNTY OF ARAPAHOE, STATE OF COLORADO. 7

PARCEL 3:

LOT 1, BLOCK 2, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 4:

A PARCEL OF LAND BEING A PORTION OF LOT 5, BLOCK 2, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, BLOCK 2, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10;

THENCE NORTH 89 DEGREES 56 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY LINE OF

LEGAL DESCRIPTION

SAID LOT 5 A DISTANCE OF 175.00 FEET;
THENCE SOUTH 00 DEGREES 03 MINUTES 27 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 5 A DISTANCE OF 126.39 FEET;
THENCE SOUTH 89 DEGREES 56 MINUTES 14 SECONDS WEST A DISTANCE OF 12.66 FEET;
THENCE SOUTH 37 DEGREES 44 MINUTES 49 SECONDS WEST NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE PARALLEL WITH AND 10.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID LOT 5 A DISTANCE OF 205.44 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17 DEGREES 47 MINUTES 19 SECONDS, A RADIUS OF 465.00 FEET, A CHORD WHICH BEARS NORTH 42 DEGREES 07 MINUTES 34 SECONDS WEST A DISTANCE OF 143.79 FEET, AND AN ARC DISTANCE OF 144.37 FEET;
THENCE NORTH 33 DEGREES 13 MINUTES 54 SECONDS WEST TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE WESTERLY LINE OF SAID LOT 5 A DISTANCE OF 119.51 FEET;
THENCE NORTH 56 DEGREES 46 MINUTES 07 SECONDS EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 5 A DISTANCE OF 149.73 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 6:

LOT 6, BLOCK 2, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 7:

LOT 9, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 8:

A PARCEL OF LAND BEING A PORTION OF LOT 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10;
THENCE SOUTH 00 DEGREES 05 MINUTES 32 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 10, A DISTANCE OF 97.41 FEET;
THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE:

- 1) SOUTH 71 DEGREES 55 MINUTES 48 SECONDS WEST A DISTANCE OF 140. 92 FEET;
- 2) THENCE NORTH 62 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 148.00

4/12

LEGAL DESCRIPTION

FEET;
THENCE NORTH 27 DEGREES 33 MINUTES 57 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE WESTERLY LINE OF SAID LOT 10 A DISTANCE OF 72.90 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01 DEGREES 55 MINUTES 00 SECONDS, A RADIUS OF 280.00 FEET, A CHORD BEARING OF NORTH 26 DEGREES 36 MINUTES 25 SECONDS EAST A DISTANCE OF 9.37 FEET AND AN ARC DISTANCE OF 9.37 FEET;
THENCE SOUTH 89 DEGREES 54 MINUTES 28 SECONDS EAST NON-TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE NORTHERLY LINE OF SAID LOT 10 A DISTANCE OF 227.37 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

A PARCEL OF LAND BEING A PORTION OF LOT 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1, AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE;

THENCE THE FOLLOWING TWO COURSES ALONG THE EASTERLY LINE OF SAID FILING 21:

1) NORTH 18 DEGREES 04 MINUTES 17 SECONDS WEST A DISTANCE OF 178.08 FEET;
2) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 58.76 FEET;
THENCE THE FOLLOWING TWO COURSES ALONG THE EASTERLY LINE OF LOTS 9 AND 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED AT BOOK 83, PAGE 41, RECEPTION NO. 2532034 IN THE COUNTY OF ARAPAHOE CLERK AND RECORDERS OFFICE:

1) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 97.41 FEET;
2) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 139.22 FEET;
THENCE NORTH 89 DEGREES 56 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 197.94 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, VERIZON WIRELESS SUBDIVISION FILING NO. 1;
THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE AND ALONG THE WEST LINE OF SAID VERIZON WIRELESS SUBDIVISION FILING NO. 1 A DISTANCE OF 431.38 FEET.
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1 ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 44 MINUTES 25 SECONDS, A RADIUS OF 535.00 FEET, A CHORD BEARING OF SOUTH 76 DEGREES 46 MINUTES 28 SECONDS WEST A DISTANCE OF 144.14 FEET AND AN ARC DISTANCE OF 144.58 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

LOT 2, BLOCK 1, WESTRIDGE SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 11:

5/12

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 16 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 16;

THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTHEASTERLY LINE OF SAID LOT 2:

1) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08 DEGREES 48 MINUTES 04 SECONDS, A RADIUS OF 535.00 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 27 MINUTES 39 SECONDS EAST A DISTANCE OF 82.10 FEET, AND AN ARC DISTANCE OF 82.18 FEET;

2) SOUTH 65 DEGREES 51 MINUTES 41 SECONDS EAST TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 101.35 FEET;

3) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 54 SECONDS, A RADIUS OF 465.00 FEET, A CHORD BEARING OF SOUTH 54 DEGREES 03 MINUTES 44 SECONDS EAST A DISTANCE OF 190.17 FEET, AND AN ARC DISTANCE OF 191.52 FEET;

4) SOUTH 42 DEGREES 15 MINUTES 47 SECONDS EAST TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 108.55 FEET;

5) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 20.00 FEET; A CHORD BEARING OF SOUTH 02 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.42 FEET;

THENCE SOUTH 47 DEGREES 44 MINUTES 13 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 306.82 FEET;

THENCE NORTH 42 DEGREES 15 MINUTES 47 SECONDS WEST ALONG A LINE 25.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 2 A DISTANCE OF 485.11 FEET;

THENCE NORTH 47 DEGREES 44 MINUTES 13 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 A DISTANCE OF 220.36 FEET TO THE POINT OF BEGINNING.

PARCEL 12:

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2 NORTH 89 DEGREES 55 MINUTES 38 SECONDS WEST, A DISTANCE OF 175.00 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 22 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1 OF SAID AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 53.00 FEET;

THENCE N 89 DEGREES 55 MINUTES 38 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 66.98 FEET;

LEGAL DESCRIPTION

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE A DISTANCE OF 229.99 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE NORTHERLY LINE OF SAID LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 222.27 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 44 DEGREES 56 MINUTES 09 SECONDS EAST A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.41 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE EASTERLY LINE OF SAID LOT 2, BLOCK 1 A DISTANCE OF 263.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8;

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE SOUTHERLY LINE OF LOT 2, BLOCK 1 OF SAID AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 53.00 FEET;

THENCE CONTINUING SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 26.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 38 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 66.88 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO A DISTANCE OF 79.00 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 66.98 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

A PARCEL OF LAND BEING A PORTION OF LOT 3, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8;

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 143.91 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 87

7/12

LEGAL DESCRIPTION

DEGREES 47 MINUTES 49 SECONDS, A RADIUS OF 57.00 FEET, A CHORD BEARING OF SOUTH 22 DEGREES 13 MINUTES 54 SECONDS EAST A DISTANCE OF 79.05 FEET, AND AN ARC DISTANCE OF 87.34 FEET;
THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST NON-TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 271.31 FEET;
THENCE NORTH 44 DEGREES 59 MINUTES 28 SECONDS WEST TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE SOUTHERLY LINE OF SAID LOT 3 A DISTANCE OF 49.44 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY LINE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 23 DEGREES 45 MINUTES 58 SECONDS, A RADIUS OF 535.00 FEET, A CHORD BEARING OF NORTH 56 DEGREES 52 MINUTES 27 SECONDS WEST A DISTANCE OF 220.33 FEET, AND AN ARC DISTANCE OF 221.92 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 68 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 122.77 FEET;
THENCE NORTH 21 DEGREES 14 MINUTES 34 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO A DISTANCE OF 173.65 FEET;
THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.71 FEET;
THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 66.88 FEET;
THENCE NORTH 00 DEGREES 04 MINUTES 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 1 A DISTANCE OF 26.00 FEET;
THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

PARCEL 15:

A PARCEL OF LAND BEING A PART OF LOT 2 AND LOT 3, BLOCK 3, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 14, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 2, BLOCK 1, RATHEON SUBDIVISION FILING NO. 1;
THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 3, BLOCK 3, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 14 THE FOLLOWING THREE (3) COURSES:

1. SOUTH 38 DEGREES 14 MINUTES 41 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 3.70 FEET;
2. THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES 03 MINUTES 23 SECONDS, A RADIUS OF 1335.00 FEET, A CHORD BEARING SOUTH 51 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 601.90 FEET, AND AN ARC DISTANCE OF 607.12 FEET;
3. THENCE SOUTH 25 DEGREES 42 MINUTES 00 SECONDS WEST NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 305.79 FEET;

LEGAL DESCRIPTION

THENCE NORTH 67 DEGREES 27 MINUTES 28 SECONDS WEST A DISTANCE OF 140.55 FEET;
THENCE NORTH 67 DEGREES 28 MINUTES 15 SECONDS WEST A DISTANCE OF 169.61 FEET;
THENCE NORTH 65 DEGREES 32 MINUTES 53 SECONDS WEST A DISTANCE OF 151.80 FEET;
THENCE NORTH 79 DEGREES 18 MINUTES 29 SECONDS WEST A DISTANCE OF 151.42 FEET;
THENCE NORTH 74 DEGREES 06 MINUTES 56 SECONDS WEST A DISTANCE OF 116.87 FEET;
THENCE NORTH 68 DEGREES 59 MINUTES 31 SECONDS WEST A DISTANCE OF 117.52 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 2, BLOCK 1, RAYTHEON SUBDIVISION FILING NO. 1;
THENCE NORTH 50 DEGREES 52 MINUTES 54 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, BLOCK 1, RAYTHEON SUBDIVISION FILING NO. 1 A DISTANCE OF 588.17 FEET TO THE POINT OF BEGINNING.

PARCEL 16:

A PARCEL OF LAND BEING A PART OF LOT 4, BLOCK 3, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 14, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 4 THE FOLLOWING FIVE (5) COURSES:

1. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 41 MINUTES 25 SECONDS, A RADIUS OF 1335.00 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 08 MINUTES 47 SECONDS EAST A DISTANCE OF 593.59 FEET, AND AN ARC DISTANCE OF 598.59 FEET;
2. THENCE SOUTH 86 DEGREES 54 MINUTES 43 SECONDS EAST NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 130.29 FEET;
3. THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 95.00 FEET;
4. THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 44 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 35.36 FEET, AND AN ARC DISTANCE OF 39.27 FEET;
5. THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 533.00 FEET;

THENCE ALONG THE SOUTHERLY AND SOUTHWESTERLY LINES OF SAID LOT 4, BLOCK 3, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 14 THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 89 DEGREES 57 MINUTES 30 SECONDS WEST A DISTANCE OF 65.00 FEET;
- 2) NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 128.03 FEET;

9/12

LEGAL DESCRIPTION

3) NORTH 68 DEGREES 59 MINUTES 31 SECONDS WEST A DISTANCE OF 268.79 FEET;

THENCE ALONG THE SOUTHEASTERLY AND NORTHEASTERLY LINES OF A PARCEL OF LAND RECORDED UNDER RECEPTION NO. B2027658 AND RECEPTION NO. B1227809 THE FOLLOWING EIGHT (8) COURSES;

- 1) NORTH 21 DEGREES 01 MINUTES 57 SECONDS EAST A DISTANCE OF 23.33 FEET;
- 2) NORTH 71 DEGREES 37 MINUTES 35 SECONDS WEST A DISTANCE OF 4.70 FEET;
- 3) NORTH 69 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 135.23 FEET;
- 4) NORTH 66 DEGREES 03 MINUTES 05 SECONDS WEST A DISTANCE OF 146.27 FEET;
- 5) NORTH 68 DEGREES 53 MINUTES 02 SECONDS WEST A DISTANCE OF 77.18 FEET;
- 6) NORTH 74 DEGREES 44 MINUTES 20 SECONDS WEST A DISTANCE OF 114.15 FEET;
- 7) NORTH 68 DEGREES 29 MINUTES 18 SECONDS WEST A DISTANCE OF 112.77 FEET;
- 8) NORTH 67 DEGREES 27 MINUTES 28 SECONDS WEST A DISTANCE OF 12.63 FEET;

THENCE NORTH 25 DEGREES 42 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 4 A DISTANCE OF 305.79 FEET TO THE POINT OF BEGINNING.

10/12

EXHIBIT B

1. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 29, 1883, IN BOOK A57 AT PAGE 160 (NW 1/4 OF SECTION 8) AND JUNE 4, 1891 IN BOOK A57 AT PAGE 237 (SE 1/4 OF SECTION 8).
2. EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 28, 1929, IN BOOK 284 AT PAGE 311.
3. ALL RIGHTS TO ANY AND ALL MINERALS, ORES, AND METALS OF EVERY KIND AND CHARACTER AND ALL COAL, ASPHALTUM, OIL AND OTHER LIKE SUBSTANCES IN OR UNDER SAID LAND AND THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING TOGETHER WITH ENOUGH OF THE SURFACE OF SAME AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING OF SUCH MINERALS AND SUBSTANCES AS RESERVED IN PATENT RECORDED SEPTEMBER 18, 1946 IN BOOK 558 AT PAGE 123.
4. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, AND NOTES ON THE RECORDED PLAT OF AURORA CENTRETECH PARK SUBDIVISION FILING NO.'S 1, 3, 6, 7, 8, 10, 14, 16, 17 AND 21 AND THE PLAT OF WESTRIDGE SUBDIVISION FILING NO. 1
5. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COVENANTS RECORDED FEBRUARY 23, 1983 IN BOOK 3801 AT PAGE 748 AND 750.
6. LEVIES AND ASSESSMENTS FOR THE YEAR 2002 BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE AURORA CENTRETECH METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 26, 1984, IN BOOK 4119 AT PAGE 47, MARCH 30, 1984 IN BOOK 4123 AT PAGE 34, APRIL 9, 1984 IN BOOK 4130 AT PAGE 62 AND JUNE 3, 1985 IN BOOK 4454 AT PAGE 121.
7. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAP PERSONS, AS CONTAINED IN INSTRUMENT RECORDED APRIL 12, 1984, IN BOOK 4132 AT PAGE 530.
8. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REZONING ORDINANCE RECORDED APRIL 22, 1985 IN BOOK 4419 AT PAGE 262.

(AFFECTS ONLY PARCELS 3 THROUGH 9 INCLUSIVE)

9. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 3, 1985, IN BOOK 4563 AT PAGE 141.

11/12

(AFFECTS ONLY PARCEL 2)

10. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, FOR ACCESS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 22, 1985, IN BOOK 4605 AT PAGE 608.

(AFFECTS ONLY PARCELS 1 AND 2)

11. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAP PERSONS, AS CONTAINED IN INSTRUMENT RECORDED FEBRUARY 14, 1986, IN BOOK 4673 AT PAGE 20.

(AFFECTS ONLY PARCELS 1 AND 2)

12. EASEMENT GRANTED TO CITY OF AURORA, FOR WATER, SEWER AND STORM DRAINAGE TRANSMISSION MAINS, LINES, AND FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 26, 1987, IN BOOK 5028 AT PAGE 349.

(AFFECTS ONLY PARCEL 16)

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, AND EASEMENTS AS SET FORTH AND GRANTED IN AIR RIGHTS COVENANT AND AVIGATION EASEMENT RECORDED JANUARY 27, 1989 IN BOOK 5622 AT PAGE 19.

(AFFECTS ONLY PARCEL 2)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, AND EASEMENTS AS SET FORTH AND GRANTED IN AIR RIGHTS COVENANT AND AVIGATION EASEMENT RECORDED FEBRUARY 5, 1990, IN BOOK 5864 AT PAGE 619.

(AFFECTS ONLY PARCEL 11)

15. EASEMENT GRANTED TO CITY OF AURORA, FOR INGRESS AND EGRESS OF EMERGENCY AND SERVICE VEHICLES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 11, 1990, IN BOOK 6005 AT PAGE 71.

(AFFECTS ONLY PARCELS 12 AND 13)

16. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 8, 1992, IN BOOK 6534 AT PAGE 789.

(AFFECTS ONLY PARCEL 14)

17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LICENSE AGREEMENT RECORDED MAY 21, 1997 UNDER RECEPTION NO. A7059533.

12/12

(AFFECTS ONLY PARCELS 13 AND 14)

18. TERMS, CONDITIONS, PROVISIONS, BURDENS OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT AND AGREEMENT RECORDED NOVEMBER 3, 1997 UNDER RECEPTION NO. A7138495.

(AFFECTS ONLY PARCELS 12, 13 AND 14)

19. EASEMENT GRANTED TO CITY OF AURORA, FOR WATER, SEWER AND STORM DRAINAGE TRANSMISSION MAINS, LINES AND FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 9, 1998, UNDER RECEPTION NO. A8104749.

(AFFECTS ONLY PARCEL 16)

20. EASEMENT GRANTED TO CITY OF AURORA, FOR WATER, SEWER AND STORM DRAINAGE TRANSMISSION MAINS, LINES AND FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 25, 2000, UNDER RECEPTION NO. B0090398.

(AFFECTS ONLY PARCEL 15)

21. EASEMENT GRANTED TO CITY OF AURORA, FOR WATER, SEWER AND STORM DRAINAGE TRANSMISSION MAINS, LINES AND FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 25, 2000, UNDER RECEPTION NO. B00909399.

(AFFECTS ONLY PARCEL 15)

22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CONSTRUCTION EASEMENT, COMMON ACCESS EASEMENT AND MAINTENANCE AGREEMENT RECORDED JUNE 6, 2001 UNDER RECEPTION NO. B1089230.

(AFFECTS ONLY PARCEL 15)

23. EASEMENT GRANTED TO CITY OF AURORA, FOR UTILITY LINES AND BIKE PATH, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 31, 2001, UNDER RECEPTION NO. B1227810.

(AFFECTS ONLY PARCELS 15 AND 16)

A8097029

21-
346.07

Recorded at _____ o'clock _____ m., _____ Reception No. _____ Recorder _____

A8097029
6/25/98 16:16:50
PG: 0001-004
21.00 DOC FEE: 346.07
DONETTA DAVIDSON
ARAPAHOE COUNTY

WARRANTY DEED

THIS DEED, made this 25th day of June, 1998, between **DUECK INDUSTRIES LTD.**, a Canadian corporation organized under the laws of the province of British Columbia, grantor, and **CENTRETECH LAND INVESTORS LLC**, a limited liability company organized and existing under and by virtue of the laws of the State of Colorado, grantee, whose legal address is **2060 Broadway, Suite 250, Boulder, Colorado 80302**.

WITNESSETH, that the grantor, for and in consideration of the sum of Three Million Four Hundred Sixty Thousand Seven Hundred Forty-four and 65/100ths ^(Dollars \$3,460,744.65) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all of the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and the State of Colorado, described as follows:

Legal Description set forth on Exhibit A attached hereto and incorporated herein.

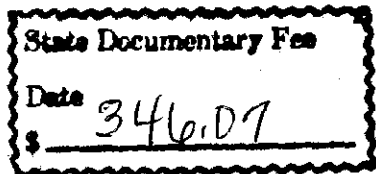
also known by street and number as: _____ N/A _____.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above-bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except those identified on **Exhibit B attached hereto and incorporated herein**.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor has executed this Deed on the date set forth above.



DUECK INDUSTRIES LTD.,
A Canadian corporation organized under the laws of the province of British Columbia

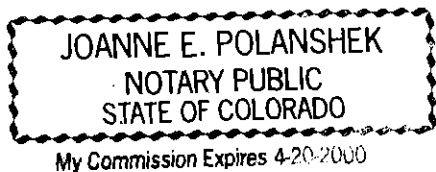
By: [Signature]
Kenneth Dueck, Vice President


STATE OF COLORADO)
COUNTY OF Danvers) ss.

The foregoing instrument was acknowledged before me this 25th day of June, 1998, by Kenneth Dueck as Vice President of Dueck Industries Ltd., a Canadian corporation organized under the laws of the province of British Columbia.

My commission expires:

WITNESS my hand and official seal.



[Signature]
Notary Public
C1420359 

2-4

EXHIBIT A

Lot 5, Block 1,
Aurora Centretch Park Subdivision Filing No. 1,
EXCEPT that part described as
Aurora Centretch Park Subdivision Filing No. 10;

Lots 2 and 3, Block 4,
Aurora Centretch Park Subdivision Filing No. 1;

Lot 2, Block 1,
Aurora Centretch Park Subdivision Filing No. 7,
EXCEPT that part of said Lot 2 conveyed to Aurora Centretch Metropolitan
District in the Deed recorded February 28, 1990 in Book 5877 at Page 376;

Lots 1, 2 and 3, Block 1,
Aurora Centretch Park Subdivision Filing No. 8,
EXCEPT that part described as Aurora Centretch Park Subdivision Filing
No. 20;

Lots 2, 9 and 10, Block 1,
Aurora Centretch Park Subdivision Filing No. 10,
EXCEPT that part of said Lot 10 described as Aurora Centretch Park
Subdivision Filing No. 21;
Lots 1, 5 and 6, Block 2,
Aurora Centretch Park Subdivision Filing No. 10,
EXCEPT a strip of land being 10 feet by 213.31 feet adjacent to the
Southeasterly line of said Lot 5, Block 2, more particularly described as
follows:

BEGINNING at the Easterly corner of Lot 5 of said Block 2, being common
with the Northwesterly corner of Lot 7 of said Block 2;
thence S 37 deg. 44 min. 49 sec. W along the Easterly line of said Lot 5
and the Westerly line of said Lot 7 a distance of 213.31 feet to a point
lying on a curve at the Southerly corner of said Lot 5 being common with
the Southwesterly corner of said Lot 7;
thence along a curve to the right whose chord bears N 51 deg. 38 min. 13
sec. W a distance of 10.00 feet and along the Southwesterly line of said
Lot 5, said curve having a central angle of 01 deg. 13 min. 56 sec., a
radius of 465.00 feet, an arc length of 10.00 feet;
thence N 37 deg. 44 min. 49 sec. E parallel with and 10.00 feet Westerly
of the Easterly line of said Lot 5 a distance of 205.44 feet;
thence N 89 deg. 56 min. 14 sec. E a distance of 12.66 feet to the POINT
OF BEGINNING;

Lots 2, 3 and 4, Block 3,
Aurora Centretch Park Subdivision Filing No. 14,
EXCEPT a parcel of land situated in the SE1/4 of Section 8, Township 4

South, Range 66 West, 6th P.M., Arapahoe County, Colorado, being a part
of Lot 2, Block 3, Aurora Centretch Park Subdivision Filing No. 14, more
particularly described as follows:

BEGINNING at the Northeast corner of Lot 1, Block 3, Aurora Centretch
Park Subdivision Filing No. 14;
thence N 87 deg. 42 min. 45 sec. W, along the North line of said Lot 1, a
distance of 140.00 feet to the Southeast corner of Tract A, said point
lying on the West line of said Lot 2;
thence N 02 deg. 17 min. 15 sec. E, along the West line of said Lot 2 a
distance of 78.00 feet;
thence S 87 deg. 42 min. 45 sec. E, parallel with the North line of said
Lot 1, a distance of 140.00 feet;
thence S 02 deg. 17 min. 15 sec. W, parallel with the West line of said
Lot 2 a distance of 78.00 feet to the POINT OF BEGINNING.

Lot 2, Block 1,
Aurora Centretch Park Subdivision Filing No. 16,
EXCEPT the Southerly 25.00 feet of said Lot 2, Block 1, more particularly
described as follows:
BEGINNING at the Southeasterly corner of said Lot 2, said point lying on
the Northwesterly R.O.W. line of East First Avenue;
thence N 42 deg. 15 min. 47 sec. W along the Southerly line of said Lot 2
a distance of 485.11 feet to the Southwesterly corner of said Lot 2;
thence N 47 deg. 44 min. 13 sec. E along the Westerly line of said Lot 2
a distance of 25.00 feet;
thence S 42 deg. 15 min. 47 sec. E parallel with the Southerly line of
said Lot 2 a distance of 485.11 feet to a point lying on the Easterly
line of said Lot 2 and said Northwesterly R.O.W. line;
thence S 47 deg. 44 min. 13 sec. W along said Easterly line and said
Northwesterly R.O.W. line a distance of 25.00 feet to the POINT OF
BEGINNING;

Lot 2, Block 1,
Aurora Centretch Park Subdivision Filing No. 17; and

Lot 1, Block 1, Aurora Centretch Park Subdivision Filing No. 21,

All in the County of Arapahoe, State of Colorado.

EXHIBIT B

3-4

Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded September 29, 1883 in Book A57 at Page 160 (NW1/4 of Section 8) and June 4, 1891 in Book A57 at Page 237 (SE1/4 of Section 8).

All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under said land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded September 18, 1946 in Book 558 at Page 123.

(Affects the SE1/4 of Section 8)

Terms, conditions and obligations of the Agreement by and between the City of Aurora and Mabel Monroe and Vernon Monroe recorded February 14, 1975 in Book 2310 at Page 760.

(Affects the SE1/4; the S1/2NW1/4 and the NW1/4NW1/4 of Section 8)

~~Terms, agreements, provisions, conditions and obligations as contained in Letter Agreement recorded February 7, 1983 in Book 3791 at Page 137.~~ 100.

~~(Affects Lots in Aurora Centretech Park Subdivision Filing No. 1)~~

Covenant between the owners, the State of Colorado and the United States of America regarding the overflight of aircraft contained in instrument recorded February 23, 1983 in Book 3801 at Pages 748 and 750.

(Affects the S1/2NW1/4 and the NW1/4NW1/4 of Section 8)

Covenants, Conditions and Restrictions, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded April 12, 1984 in Book 4132 at Page 530 and Amendment recorded September 24, 1985 in Book 4553 at Page 190.

The effect of Planned Building Group for Centretech Research Park recorded January 7, 1985 as Reception No. 2488334.

Easement and right of way for access purposes as granted to the City and County of Denver, acting by and through its Board of Water Commissioners, in the instrument recorded November 22, 1985 in Book 4605 at Page 608, as shown on the map attached to said instrument.

Easement and right of way for utility lines as granted to Public Service Company of Colorado in the instrument recorded October 3, 1985 in Book 4563 at Page 141, as shown on the map attached to said instrument.

Long-Term All Minerals Lease, recorded June 27, 1986 in Book 4799 at Page 9.

(Affects Aurora Centretech Park Subdivision Filing No. 3, part of which has been re-platted as Aurora Centretech Park Subdivision Filing No. 14)

Easement and right of way for drainage purposes as granted to the City of Aurora, Colorado in the instrument recorded January 26, 1987 in Book 5028 at Page 349.

(Affects Lot 4, Block 3, Aurora Centretech Park Subdivision Filing No. 14)

Terms, agreements, provisions, conditions and obligations as contained in License Agreement recorded May 29, 1987 in Book 5162 at Page 584, as shown on the maps attached to said instrument.

Covenant between the owners, the State of Colorado and the United States of America regarding the overflight of aircraft contained in instrument recorded January 27, 1989 in Book 5622 at Page 19. (Affects Aurora Centretech Park Subdivision Filing No. 17)

Covenant between the owners, the State of Colorado and the United States of America regarding the overflight of aircraft contained in instrument recorded February 5, 1990 in Book 5864 at Page 619. (Affects Aurora Centretech Park Subdivision Filing No. 16)

Easement and right of way for fire lane and public access as granted to the City of Aurora, Colorado, in the instrument recorded September 11, 1990 in Book 6005 at Page 71, as shown on the map attached to said instrument. (Affects a portion of Lots 1 and 2, Block 1, Aurora Centretech Park Subdivision Filing No. 8)

Easement and right of way for arboricultural and signage purposes as granted to the City of Aurora, Colorado, in the instrument recorded April 2, 1991 in Book 6124 at Page 609, as shown on the map attached to said instrument.

(Affects Lot 2, Block 3, Aurora Centretech Park Subdivision Filing No. 14)

Terms, agreements, provisions, conditions and obligations as contained in Resolution Establishing Sidewalk Improvement Fees, recorded April 4, 1991 in Book 6126 at Page 455.

NOTE: Location of sidewalks is shown on the map attached to said instrument.

Terms, agreements, provisions, conditions and obligations as contained in License Agreement recorded May 21, 1997 as Reception No. A7059533, as shown on the map attached to said instrument.

Easement and right of way for access for the purpose of maintaining, operating, repairing and replacing certain facilities, as granted to Theodore H. Kruttschnitt, III and Catherine M. Kruttschnitt, in the instrument recorded November 3, 1997 as Reception No. A7138495, as shown on the map attached to said instrument.

Easement and right of way for utility lines as granted to Public Service Company of Colorado in the instrument recorded July 8, 1992 in Book 6534 at Page 789. (Affects Lot 3, Block 1, Aurora Centretech Subdivision Filing No. 8)

Notes as shown on the Plats of said Subdivisions.

Easements as shown on the Plats of said Subdivisions.

The effect of PUD for Scitor Corporate Facility at Centretech, recorded February 21, 1996 as Reception No. A6021072.

Easement and right of way for drainage purposes as granted to the City of Aurora, Colorado in the instrument recorded _____. (Affects Lot 4, Block 3, Aurora Centretech Subdivision Filing No. 14)

And, 1998 taxes due and payable in 1999 which Grantee assumes and agrees to pay.

Recorded at 11:45 o'clock A M DEC 28 1984

Reception 2485752 MARJORIE PAGE, Recorder

BOOK 4337 PAGE 472

BARGAIN AND SALE DEED

Dueck Developments, Inc., an Arizona corporation, whose address is 791 Chambers Road, Suite 300, Aurora, Colorado 80011, for good and valuable consideration in hand received, hereby sells and conveys to Dueck Industries Ltd., a Canadian corporation formed under the laws of British Columbia, whose legal address is 1176 W. Georgia, #902, P. O. Box 17, Vancouver, B.C. V6E 4A2, the following real property, situate in the County of Arapahoe and State of Colorado, to wit:

All real property to which record title is held by Dueck Developments, Inc. as of December 28, 1984 that is located in the NW ¼ and the SE ¼ of Section 8, Township 4 South, Range 66 West of the 6th P.M., County of Arapahoe, State of Colorado; including but not limited to all parcels included in all filings for AURORA CENTRETECH PARK SUBDIVISION that are located within said quarter sections, LESS AND EXCEPT:

State Documentary Fee
Date DEC 28 1984
\$ 2,838.21

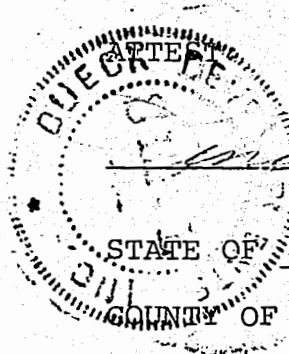
Lot 1, Block 1,
AURORA CENTRETECH PARK SUBDIVISION
FILING NO. 6,

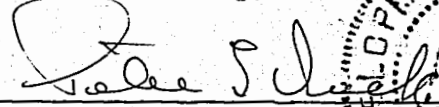
Lot 5, Block 3,
AURORA CENTRETECH PARK SUBDIVISION
Filing No. 3

with all its appurtenances.

EXECUTED as of the 28th day of December, 1984.

DUECK DEVELOPMENTS, INC.
an Arizona corporation


Secretary

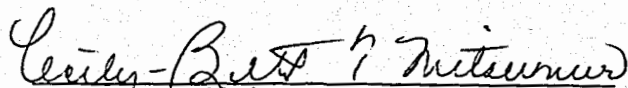
By: 
President

STATE OF Hawaii
COUNTY OF Maui

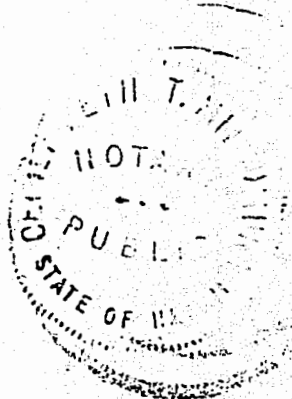
)
) ss.
)

The foregoing instrument was acknowledged before me this 24th day of December, 1984 by Peter G. Dueck as President and Lena Dueck as Secretary of and for Dueck Developments, Inc., an Arizona corporation.

Witness my hand and official seal.


Notary Public

My commission expires July 19, 1985



10/23/2

THIS DEED Made this 18th day of March

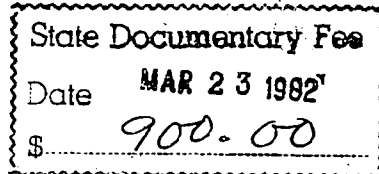
1982, between Vernon H. Monroe and Mable G. Monroe, as tenants in common of the City and County of Denver and State of Colorado, of the first part, and Dueck Developments, Inc. a corporation organized and existing under and by virtue of the laws of the State of Arizona, of the second part: whose legal address is c/o Holme Roberts & Owen, Attn: Richard G. Wohlgenant, 1700 Broadway, Denver, CO 80290

RECORDER'S STAMP

BOOK 3596 PAGE 539

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Nine Million (\$9,000,000.00) DOLLARS to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described lot s or parcel s of land, situate, lying and being in the County of Arapahoe and State of Colorado, to wit: (the "Land") to wit:

Those certain parcels of property described in Exhibit A, attached hereto and made a part hereof.



also known as street and number

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successor and assigns forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances ~~of which the said parties of the first part have no knowledge~~ except the matters described on Exhibit B attached hereto and made a part hereof;

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successor and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Vernon H. Monroe [SEAL]
Vernon H. Monroe

Mable G. Monroe [SEAL]
Mable G. Monroe

STATE OF COLORADO,

City of Denver County of Denver ss.

The foregoing instrument was acknowledged before me this 18th day of March 1982, by Vernon H. Monroe and Mable G. Monroe My commission expires March 5, 1984

WITNESS my hand and official seal.

Jodean F. Bush
Address: 1800 Lawrence Notary Public.
Denver, Co 80202

(Attached to and made a part of that certain Warranty Deed, dated March 18, 1982, between Vernon H. Monroe and Mable G. Monroe, as tenants in common, (collectively "Grantor") and Dueck Developments, Inc. ("Grantee")).

LEGAL DESCRIPTION OF PROPERTY

All of the NW1/4 of the NW1/4
EXCEPT the North 80 feet thereof, S1/2 of the NW1/4 and SE1/4
of Section 8, Township 4 South, Range 66 West of the 6th P.M.,
EXCEPT those parcels conveyed to the County of Arapahoe in
Book A33 at Page 103; to the Northern Colorado Irrigation
Company in Book 6 at Page 149; to the East Denver Municipal
Irrigation District in Book 78 at Pages 35, 45 and 48; to the
City of Aurora in Book 2306 at Pages 771 and 773 and Book 3269
at Page 255; and the High Line Canal as described in Book 406
at Page 503, located in the county of Arapahoe, State of
Colorado, also described as:

PARCEL A

A parcel of land located in the SE $\frac{1}{4}$ of Section 8, Township 4
South, Range 66 West of the 6th P.M., being more particularly
described as follows:

COMMENCING at the East quarter corner of said Section 8 from
whence the Northeast corner of said Section 8 bears N00°00'02"E
a distance of 2643.02 feet;
thence S89°57'19"W along the North line of said SE $\frac{1}{4}$ a
distance of 55.00 feet to a point from whence the Center of said
Section 8 bears S89°57'19"W a distance of 2594.64 feet
thence S00°00'30"W along a line 55.00 feet West of and parallel to
the East line of said SE $\frac{1}{4}$ a distance of 35.00 feet to the North-
west corner of a parcel of land as described in Book 2306 at Page
772, Arapahoe County Records, being the TRUE POINT OF BEGINNING;
thence continuing S00°00'30"W along said line 55.00 feet West of
and parallel to the East line of said SE $\frac{1}{4}$, also being the West
line of said parcel of land as described in Book 2306 at Page 772, a
distance of 2286.96 feet to the Northeast corner of that parcel
of land as described in Book 3269 at Page 255, Arapahoe County
Records;
thence S89°57'30"W along the North line of said parcel of land as
described in Book 3269 at Page 255, a distance of 300.00 feet
to the Northwest corner of said parcel of land as described in
Book 3269 at Page 255;
thence S00°00'30"W along the West line of said parcel of land as
described in Book 3269 at Page 255, a distance of 320.56 feet to the
Southwest corner of said parcel of land as described in Book 3269
at Page 255, said Southwest corner also being a point on the South
line of the SE $\frac{1}{4}$ of said Section 8;
thence S89°57'30"W along the South line of the SE $\frac{1}{4}$ of said
Section 8 a distance of 2298.05 feet to the South quarter corner
of said Section 8;
thence N00°04'56"E along the West line of the SE $\frac{1}{4}$ of said
Section 8 a distance of 739.00 feet to a point on the Easterly
right-of-way line of the 200.00 foot right-of-way for the Highline
Canal;
thence along said Easterly right-of-way line of the Highline Canal
the following 7 courses:

1. N65°53'30"E a distance of 26.50 feet to a point of curvature;
2. thence along the arc of a curve to the left having a chord which bears N39°38'00"E a distance of 364.66 feet, a central angle of 52°31'00", and a radius of 412.12 feet, a distance of 377.74 feet to a point of tangency;
3. thence N13°22'30"E a distance of 102.50 feet to a point of curvature;
4. thence along the arc of a curve to the left having a chord which bears N07°49'52"E a distance of 199.08 feet, a central angle of 11°05'15" and a radius of 1030.39 feet, a distance of 199.39 feet to a point of tangency;
5. thence N02°17'15"E a distance of 246.69 feet to a point of curvature;
6. thence along the arc of a curve to the left having a chord which bears N23°25'38"W a distance of 189.39 feet, a central angle of 51°25'45", and a radius of 218.25 feet, a distance of 195.90 feet to a point of compound curvature;
7. thence along the arc of a curve to the left having a chord bearing N55°58'04"W a distance of 290.20 feet, a central angle of 13°39'07", and a radius of 1220.83 feet, a distance of 290.89 feet to a point on the West line of the SE¼ of said Section 8; thence N00°04'56"E along the West line of the SE¼ of said Section 8 a distance of 697.09 feet to the Southwest corner of a parcel of land as described in Book 2306 at Page 772, Arapahoe County Records, said point being on a line 35.00 feet South of and parallel to the North line of the SE¼ of said Section 8; thence N89°57'19"E along the South line of said parcel of land as described in Book 2306 at Page 772, said line being 35.00 feet South of and parallel to the North line of the SE¼ of said Section 8 a distance of 2594.68 feet to the TRUE POINT OF BEGINNING.

PARCEL B

A parcel of land located in the SE¼ of Section 8, Township 4 South, Range 66 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the East quarter corner of said Section 8 from whence the Northeast corner of said Section 8 bears N00°00'02"E a distance of 2643.02 feet;

thence S89°57'19"W along the North line of the SE¼ of said Section 8 a distance of 2649.64 feet to the Center of said Section 8;

thence S00°04'56"W along the West line of the SE¼ of said Section 8 a distance of 962.91 feet to a point on the Westerly right-of-way line of the 200 foot right-of-way of the Highline Canal said point being the TRUE POINT OF BEGINNING;

thence along said Westerly right-of-way line of the Highline Canal the following 6 courses:

1. Along the arc of a curve to the right having a chord which bears S53°00'33"E a distance of 137.71 feet, a central angle of 07°44'05", and a radius of 1020.83 feet, a distance of 137.81 feet to a point of compound curvature;
2. thence along the arc of a curve to the right having a chord which bears S23°25'38"E a distance of 15.84 feet, a central angle of 51°25'45" and a radius of 18.25 feet, a distance of 16.38 feet to a point of tangency;
3. thence S02°17'15"W a distance of 246.69 feet to a point of curvature;
4. thence along the arc of a curve to the right having a chord which bears S07°49'52"W a distance of 160.44 feet, a central angle of 11°05'15", and a radius of 830.39 feet, a distance of 160.69 feet to a point of tangency;
5. thence S13°22'30"W a distance of 102.50 feet to a point of curvature;
6. thence along the arc of a curve to the right having a chord which bears S30°13'18"W a distance of 122.95 feet, a central angle of 33°41'35", and a radius of 212.12 feet, a distance of 124.74 feet to a point on the West line of the SE¼ of said Section 8;

thence N00°04'56"E along the West line of the SE¼ of said Section 8 a distance of 708.78 feet to the TRUE POINT OF BEGINNING.

PARCEL C

A parcel of land located in the NW¼ of Section 8, Township 4 South, Range 66 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 8; thence S00°09'03"W along the West line of the NW¼ of said Section 8 a distance of 80.00 feet to the Northwest corner of a parcel of land described in Book 2306 at Page 774, whence the West one-quarter corner of said Section 8 bears S00°09'03"W a distance of 2560.98 feet;

thence N89°55'43"E along a line 80.00 feet South of and parallel with the North line of said NW¼ and the North line of said parcel of land described in Book 2306 at Page 774, a distance of 40.23 feet to the Northeast corner of said parcel described in Book 2306 at Page 774, said Northeast corner being the TRUE POINT OF BEGINNING:

thence N89°55'43"E along said line 80.00 feet South of and parallel to the North line of the NW¼ of said Section 8 a distance of 1284.42 feet to a point on the East line of the NW¼ of the NW¼ of said Section 8;

thence S00°06'43"W along said East line of the NW¼ of the NW¼ of said Section 8 a distance of 1240.68 feet to the Northwest corner of the SE¼ of the NW¼ of said Section 8;

thence N89°56'14"E along the North line of the SE¼ of the NW¼ of said Section 8 a distance of 1288.87 feet to the Northwest corner of a parcel of land as described in Book 2306 at Page 772, Arapahoe County Records, said point being on a line 35.00 feet West of and parallel to the East line of the NW¼ of said Section 8; thence S00°04'22"W along the West line of said parcel of land as described in Book 2306 at Page 772, said line being 35.00 feet West of and parallel to the East line of the NW¼ of said Section 8 a distance of 1285.88 feet to a point on the North line of another parcel of land as described in said Book 2306 at Page 772, said point being on a line 35.00 feet North of and parallel to the South line of the NW¼ of said Section 8;

thence S89°56'45"W along the North line of said parcel of land as described in Book 2306 at Page 772, said line being 35.00 feet North of and parallel to the South line of the NW¼ of said Section 8 a distance of 1168.76 feet to a point on the Easterly right-of-way line of the 100.00 foot right-of-way of the Highline Canal; thence along said Easterly right-of-way line of the Highline Canal the following 18 courses:

1. Along the arc of a curve to the left having a chord which bears N44°58'23"W a distance of 207.05 feet, a central angle of 27°34'14" and a radius of 434.46 feet, a distance of 209.06 feet to a point of tangency;

2. thence N58°45'30"W a distance of 194.70 feet to a point of curvature;

3. thence along the arc of a curve to the right having a chord which bears N51°00'22"W a distance of 251.26 feet, a central angle of 15°30'15", and a radius of 931.36 feet, a distance of 252.02 feet to a point of tangency;

4. thence N43°15'15"W a distance of 400.10 feet to a point of curvature;

5. thence along the arc of a curve to the right having a chord which bears N29°29'15"W a distance of 101.76 feet, a central angle of 27°32'00", and a radius of 213.81 feet, a distance of 102.74 feet to a point of compound curvature;

6. thence along the arc of a curve to the right having a chord which bears N15°22'23"E a distance of 48.16 feet, a central angle of 62°11'15", and a radius of 46.63 feet, a distance of 50.61 feet to a point of tangency;

7. thence N46°28'00"E a distance of 329.87 feet to a point of curvature;

8. thence along the arc of a curve to the left having a chord which bears N05°56'00"W a distance of 237.03 feet, a central angle of 104°48'00", and a radius of 149.59 feet, a distance of 273.61 feet to a point of tangency;

9. thence N58°20'00"W a distance of 101.50 feet to a point of curvature;

10. thence along the arc of a curve to the right having a chord which bears N54°54'00"W a distance of 168.58 feet, a central angle of 06°52'00", and a radius of 1407.46 feet, a distance of 168.68 feet to a point of tangency;

11. thence N51°28'00"W a distance of 206.94 feet to a point of curvature;

12. thence along the arc of a curve to the right having a chord which bears N41°36'37"W a distance of 284.83 feet, a central angle of 19°42'45", and a radius of 831.96 feet, a distance of 286.24 feet to a point of tangency;

13. thence N31°45'15"W a distance of 66.20 feet to a point of curvature;

14. thence along the arc of a curve to the left having a chord which bears N34°15'00"W a distance of 85.36 feet, a central angle of 04°59'30", and a radius of 980.08 feet, a distance of 85.39 feet to a point of tangency;

15. thence N36°44'45"W a distance of 62.82 feet to a point of curvature;

16. thence along the arc of a curve to the right having a chord which bears N21°50'35"W a distance of 258.21 feet, a central angle of 29°48'20", a radius of 502.00 feet, a distance of 261.14 feet to a point of non-tangency;

17. thence along the arc of a non-tangent curve to the right having a chord which bears N01°49'45"W a distance of 62.71 feet, a central angle of 03°37'36" and a radius of 990.92 feet, a distance of 62.72 feet to a point of tangency;

18. thence N00°00'57"W a distance of 258.07 feet to the TRUE POINT OF BEGINNING.

PARCEL D

A parcel of land located in the NW¼ of Section 8, Township 4 South, Range 66 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 8 from whence the West quarter corner of said Section 8 bears S00°09'03"W a distance of 2640.98 feet;
thence S00°09'03"W along the West line of the NW¼ of said Section 8 a distance of 693.45 feet;
thence S89°50'57"E a distance of 55.00 feet to a point on the East line of a parcel of land as described in Book 2306 at Page 772, Arapahoe County Records, also being a point on the Westerly right-of-way line of the 100.00 foot right-of-way of the Highline Canal, also being the TRUE POINT OF BEGINNING;
thence along said Westerly right-of-way line of the Highline Canal the following 16 courses:

1. Along the arc of a curve to the left having a chord which bears S36°21'31"E a distance of 8.20 feet, a central angle of 00°46'48", and a radius of 602.00 feet, a distance of 8.20 feet to a point of tangency;

2. thence S36°44'45"E a distance of 62.82 feet to a point of curvature;

3. thence along the arc of a curve to the right having a chord which bears S34°15'00"E a distance of 76.65 feet, a central angle of 04°59'30", and a radius of 880.08 feet, a distance of 76.67 feet to a point of tangency;

4. thence S31°45'15"E a distance of 66.20 feet to a point of curvature;

which bears S41°36'37"E a distance of 319.06 feet, a central angle of 19°42'45" and a radius of 931.96 feet, a distance of 320.64 feet to a point of tangency;

6. thence S51°28'00"E a distance of 206.94 feet to a point

of curvature;

7. thence along the arc of a curve to the left having a chord which bears S54°54'00"E a distance of 180.55 feet, a central angle of 06°52'00" and a radius of 1507.46 feet, a distance of 180.66 feet to a point of tangency;

8. thence S58°20'00"E a distance of 101.50 feet to a point of curvature;

9. thence along the arc of a curve to the right having a chord which bears S05°56'00"E a distance of 78.58 feet, a central angle of 104°48'00", and a radius of 49.59 feet, a distance of 90.70 feet to a point of tangency;

10. thence S46°28'00"W a distance of 329.87 feet to a point of curvature;

11. thence along the arc of a curve to the left having a chord which bears S15°22'23"W a distance of 151.45 feet, a central angle of 62°11'15", and a radius of 146.63 feet, a distance of 159.15 feet to a point of compound curvature;

12. thence along the arc of a curve to the left having a chord which bears S29°29'15"E a distance of 149.35 feet, a central angle of 27°32'00" and a radius of 313.81 feet, a distance of 150.80 feet to a point of tangency;

13. thence S43°15'15"E a distance of 400.10 feet to a point of curvature;

14. thence along the arc of a curve to the left having a chord which bears S51°00'22"E a distance of 278.23 feet, a central angle of 15°30'15" and a radius of 1031.36 feet; a distance of 279.08 feet to a point of tangency;

15. thence S58°45'30"E a distance of 194.70 feet to a point of curvature;

16. thence along the arc of a curve to the right having a chord which bears S50°30'08"E a distance of 96.05 feet, a central angle of 16°30'42", and a radius of 334.46 feet, a distance of 96.39 feet to a point on the North line of a parcel of land as described in Book 2306 at Page 772, Arapahoe County Records, said point being on a line 35.00 feet North of and parallel to the South line of the NW¼ of said Section 8;

thence S89°56'45"W along the North line of said parcel of land as described in Book 2306 at Page 772, said line being 35.00 feet North of and parallel to the South line of the NW¼ of said Section 8 a distance of 1266.66 feet to a point on the East line of another parcel of land as described in Book 2306 at Page 772, Arapahoe County Records, said line being 55.00 East of and parallel to the West line of the NW¼ of said Section 8;

thence N00°09'03"E along said East line of said parcel of land as described in Book 2306 at Page 772, said line being 55.00 feet East of and parallel to the West line of the NW¼ of said Section 8 a distance of 1912.33 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH all right, title and interest of Grantor in and to all water and water rights, ditches and ditch rights, reservoirs and reservoir rights and wells and well rights owned by Grantor on, underlying, appurtenant to, or historically used in connection with the Land, whether arising by appropriation, grant, permit or otherwise and whether being represented by the separate and outright ownership thereof, by the lawful possession of an appropriative right or permit, by certificates of stock in mutual ditch, carrier ditch, or reservoir companies, by agreements, contracts, leases, or by any other form (the "Water Rights") and including, by way of illustration only and not by way of limitation, all of Grantor's right, title and interest under Colorado law (including Section 37-90-137(4), C.R.S. 1973 and otherwise) to all appropriated, conditionally appropriated or unappropriated water, water rights and related interests of whatsoever kind and nature, owned or initiated by Grantor, in and to all water contained in or available from any portion of the subsurface of the Land,

AND TOGETHER WITH all easements and rights-of-way appurtenant to said Water Rights or used in connection therewith, as well as all fixtures, apparatus, and ancillary equipment appurtenant to said Water Rights or used in connection therewith, including all dams, headgates, siphons, pumps, shafts, casings, portable and flexible pipe, engines, motors, main and lateral distribution lines, reservoirs, tanks, sprinklers, sprinkler systems, irrigation systems, all other diversion works and associated electrical equipment, and all other appurtenances thereunto belong or in anywise appertaining thereto.

EXHIBIT B

(Attached to and made a part of that certain Warranty Deed, dated March 18, 1982, between Vernon H. Monroe and Mable G. Monroe, as tenants in common, (collectively "Grantor") and Dueck Developments, Inc. ("Grantee"))

MATTERS TO WHICH TITLE IS SUBJECT

1. Real property taxes for 1982, payable in 1983.
2. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded:
 - 1) September 29, 1883 in Book A57 at Page 160 (NW1/4 of Section 8)
 - 2) June 4, 1891 in Book A57 at Page 237 (SE1/4 of Section 8)
3. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil and gas and other like substances in or under said land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded September 18, 1946 in Book 558 at Page 123. (Affects the SE1/4 of Section 8)
4. Terms, conditions and obligations of the Agreement between the City of Aurora and Mabel Monroe and Vernon Monroe recorded February 14, 1975 in Book 2310 at Page 760.

Recorded at 8:54 o'clock A.M. FEB 14 1950
 Reception No. 431872 EARL K. DOWNING, Recorder

BOOK 664 PAGE 419

THIS DEED Made this 4th day of January in the year of our Lord one thousand nine hundred and fifty, between ARTHUR T. THOMSON of the City and County of Denver, State of Colorado, H. R. THOMSON, JR., of the City of Pueblo, State of Colorado, ARTHUR JACOB THOMSON of the State of New York, and PAUL EUGENE THOMSON of the State of Oklahoma, of the first part, and VERNON H. MONROE and MABLE G. MONROE of the County of Arapahoe, State of Colorado, of the second part:

WITNESSETH that the said parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their heirs and the heirs and assigns of such survivor forever, all the following described lots or parcels of land, situate, lying and being in the County of Arapahoe and State of Colorado, to-wit:



The South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section 8, Township 4 South Range 66 West. Except all ditches, roads, reservoirs and rights of way, if any.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of; in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of



the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor, forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever. ~~_____~~

~~_____~~ and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Arthur T. Thomson (SEAL)
Ray *H. B. Thomson, Jr.* (SEAL)
Arthur *Arthur Jacob Thomson* (SEAL)
James *Paul Eugene Thomson* (SEAL)

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

BOOK 664 PAGE 421



The foregoing instrument was acknowledged before me this day of January, 1950 by ARTHUR T. THOMSON.

My commission expires October 29, 1953.
Witness my hand and official seal.

Ruth Meyer
Notary Public.

STATE OF COLORADO }
COUNTY OF PUEBLO. } ss.

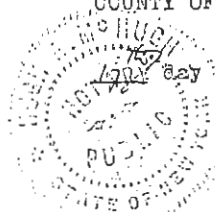


The foregoing instrument was acknowledged before me this day of January, 1950 by H. R. THOMSON, JR., also known as Harry Raymond Thomson

My commission expires My Commission Expires May 6, 1952
Witness my hand and official seal.

Walter B. Zimmerman
Notary Public.

STATE OF NEW YORK }
COUNTY OF New York. } ss.



The foregoing instrument was acknowledged before me this day of January, 1950 by ARTHUR JACOB THOMSON.

My commission expires
Witness my hand and official seal.

Arthur G. McHugh
Notary Public, State of New York
RESIDING IN KINGS COUNTY
KINGS CO. CLERK'S NO. 83, REG. NO. 187-36-0
NEW YORK COUNTY CLERK'S NO. 202, REG. NO. 303-116-0
EXPIRATION DATE 1-1-50

STATE OF OKLAHOMA }
COUNTY OF Oklahoma. } ss.

The foregoing instrument was acknowledged before me this day of January, 1950 by PAUL EUGENE THOMSON.

My commission expires December 12, 1951
Witness my hand and official seal.

Walter B. Zimmerman
Notary Public.



284/311

Form 1133-A RECEIPT NO. 150328 BOOK 284 PAGE 71P
Filed for record Jun 28, 1929 at 11:32 A.M. E. L. ANDERSON, REC

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY
\$ 50.00 Dollars, in consideration of which, I hereby grant unto said Company, its associated and allied
companies, their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and main-
tain lines of telephone and telegraph, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as
the grantee may from time to time require, upon, across, over and/or under the property which I own or in which I have any
interest in the S.E.C.B. Twp. 4-S R-66-W, County of Arapahoe and State of Colorado.

and upon, along, and/or under the roads, streets or highways adjoining the said property, with the right to trim from time to time any trees
along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and/or carry in
conduit wires and cables of any other company. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants
that no wire line will be erected or permitted on said property which in the judgment of the grantee, its successors and assigns, will interfere
with its service or endanger its lines and that no inflammable structure will be erected or permitted on said property within 50 feet of
said lines. Said sum being received in full payment for the rights herein granted.

Witness my hand and seal this 28th day of February, A. D. 1929 at Aurora, Colo.
Witness: V. D. Barker Harry Monroe (Seal)
(Land Owner.)

RECEIVED NO STATE

State of Colorado } ss.
County of Adams

The foregoing instrument was
acknowledged before me this 13th day of June 1929
HARRY MONROE

Witness my hand and official seal.
My Commission Expires Dec 10 1932
My Seal
Notary Public.
December 10th A.D. 1932

STATE OF COLORADO } ss.
County of Arapahoe
I HEREBY CERTIFY THAT THE INSTRUMENT WAS
FILED FOR RECORD IN MY OFFICE AT
O'CONNOR, R.M. JUN 28 1929 A.D.
Is Duly Recorded In Book

150328

Recorded at 330 SEP 30 1970
 Reception 1201174 M. HANFORD PAGE, Recorder

C 10-0030-05
 Pw. 1, 2, 3, 4, 5, 6, 7,
 8, 9, 10, 11
 BOOK 1887 PAGE 513

THIS DEED, made this 18th day of September, 1970,
 by and between the UNITED STATES OF AMERICA, acting through the DEPARTMENT
 OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to
 as the DEPARTMENT, and the STATE OF COLORADO, STATE HIGHWAY DEPARTMENT,
 hereinafter referred to as the STATE:

W I T N E S S E T H :

WHEREAS, the STATE has filed application under the provisions of Title
 23, United States Code, Section 317 for the transfer to the State of certain
 lands hereinafter described; located in Arapahoe County, Colorado, being
 formerly a part of Buckley Field and now under the control of the General
 Services Administration; and

WHEREAS, the Federal Highway Administrator has determined that the lands
 covered by the application are reasonably necessary in connection with the
 construction of Colorado project C 10-0030-05 which project is on the Federal-
 aid Secondary System; and

WHEREAS, this transfer is further authorized under the provisions of the
 Act of Congress approved October 15, 1966 (Section 6(a)(1)(A), 80 Stat. 931);
 and

WHEREAS, the Administrator of General Services Administration has
 authorized the DEPARTMENT to transfer the land to the STATE.

NOW, THEREFORE, the DEPARTMENT as authorized by law, and in compliance
 with all requirements imposed by or pursuant to Title 15-Commerce and Foreign
 Trade, Subtitle A, Part 8, Code of Federal Regulations (15 C.F.R. 8.1-.15)
 (1965), pertaining to and effectuating the provisions of Title VI of the
 Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d-2000d-4), which
 Regulations were adopted, affirmed and continued in effect by the Federal
 Highway Administrator pursuant to the authority delegated to him by the
 Secretary of Transportation and in accordance with Section 12(a) of the
 said Act of Congress of October 15, 1966 (80 Stat. 931, 949), does hereby
 appropriate, remise, release, quitclaim and transfer unto the STATE OF
 COLORADO the lands described in Exhibit "A" and shown on Exhibit "B", both
 attached hereto and made parts hereof; subject, however, to the following
 condition:

The State shall take good husband-like action to prevent soil erosion.

TO HAVE AND TO HOLD, the above-mentioned lands unto the STATE OF COLORADO, STATE HIGHWAY DEPARTMENT, for so long a time as such are needed for highway purposes upon the express condition that if, at any time, the need for highway purposes shall no longer exist, notice of the fact shall be given by the STATE to the DEPARTMENT and such lands shall immediately revert to the United States of America and to the control of the General Services Administration as such control existed prior to this instrument; and subject to the covenants, conditions, restrictions and reservations herein contained as follows, which shall remain in effect for the period during which said real property and structures thereon are used for a purpose for which Federal assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the STATE, its successors and assigns:

1. The STATE, in consideration of the conveyance of said lands and interests in lands does hereby covenant and agree for itself, its successors and assigns that (a) no member of the traveling public and business users of the Federally-assisted highway shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in their access to and use of said highway or their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed on, over, or under the right-of-way of the highway constructed upon the land hereby transferred, (b) that the STATE shall use the said lands and interests in land so transferred, in compliance with all other requirements imposed pursuant to Title VI of the Civil Rights Act of 1964.

2. That in the event of breach of any of the above-mentioned non-discrimination conditions, the DEPARTMENT shall have the right to re-enter said land and facilities on said land, and the above-described lands shall thereupon revert to the United States of America and to the control of the General Services Administration, as such control existed prior to this instrument.

IN WITNESS WHEREOF, I, Edwin J. Reis, Assistant Chief Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, and the Chief Counsel, Federal Highway Administration, in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

BY Edwin J. Reis
Edwin J. Reis
Assistant Chief Counsel

UNITED STATES OF AMERICA
DISTRICT OF COLUMBIA

I, James A. Bloom, a Notary Public in and for the District of Columbia, do hereby certify that on this the 18 day of September, 1970, before me personally appeared Edwin J. Reis, being to me personally well known and known by me to be the Assistant Chief Counsel, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of September 18, 1970, was executed by him in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his free act and deed as Assistant Chief Counsel, Federal Highway Administration.

Witness my hand and seal this 18 day of September, 1970.



James A. Bloom
Notary Public

My Commission Expires December 31, 1973

In compliance with the conditions set forth in the foregoing deed the
STATE OF COLORADO, STATE HIGHWAY DEPARTMENT, certifies and, by the acceptance
of this deed, accepts the right-of-way over certain lands herein described
and agrees for itself, its successors and assigns forever to abide by the
conditions set forth in said deed.

STATE OF COLORADO
STATE HIGHWAY DEPARTMENT

BY *John E. Blumstein*

STATE OF COLORADO :)
COUNTY OF Denver :)

I, *Marion E. Taylor*, a Notary Public in and for said
County and State, hereby certify that *Chas. E. Shumate* whose
name as *Chief Engineer* is signed to the
foregoing conveyance and who is known to me, acknowledged before me on this
day that, being informed of the contents of the conveyance, he in his capacity
as such _____ executed the same
voluntarily on this day.

Given under my hand and seal of office this 25 day of
September, 1970.

Marion E. Taylor
Notary Public



My Commission Expires My Commission expires October 25, 1972

2-17-70

RIGHT OF WAY
TO BE ACQUIRED
FROM

BOOK 1887 PAGE 517

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

FOR

PROJECT NO. C10-0030-05
E. Sixth Ave.
Havanna St. - Buckley Field

State Highway No. 30

DESCRIPTION

A tract or parcel of land of the State Department of Highways, Division of Highways, State of Colorado, Project No. C 10-0030-05, containing 25.07 acres, more or less, in Sections 1, 2, 5, 6, 7 and 8, Township 4 South, Ranges 66 and 67 West, of the Sixth Principal Meridian, in Arapahoe County, Colorado, said tract or parcel being more particularly described as follows:

Parcel 1- Beginning at a point on the west line of Section 2, which is 80.0 feet North of the SW corner of Section 2, Township 4 South, Range 67 West:

1. Thence East, parallel with the south line of the SW $\frac{1}{4}$ of Section 2, a distance of 1314.95 feet to the east line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2;
2. Thence South, along the east line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, a distance of 50.0 feet;
3. Thence West, parallel with the south line of the SW $\frac{1}{4}$ of Section 2, a distance of 1314.95 feet to the west line of Section 2;
4. Thence North, along the west line of Section 2, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 1.51 acres, more or less.

ALSO

Parcel 2- Beginning at a point on the east line of the SW $\frac{1}{4}$ of Section 2, which is 80.0 feet North of the SE corner of the SW $\frac{1}{4}$ of Section 2, Township 4 South, Range 67 West:

1. Thence West, parallel with the south line of the SW $\frac{1}{4}$ of Section 2 a distance of 1314.95 feet to the west line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2;
2. Thence South, along the west line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, a distance of 50.0 feet;
3. Thence East, parallel with the south line of the SW $\frac{1}{4}$ of Section 2, a distance of 1314.95 feet to the east line of the SW $\frac{1}{4}$ of Section 2;
4. Thence North, along the east line of the SW $\frac{1}{4}$ of Section 2, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 1.51 acres, more or less.

ALSO

Parcel 3- Beginning at a point on the west line of the SE $\frac{1}{4}$ of Section 2, which is 50.0 feet North of the SW corner of the SE $\frac{1}{4}$ of Section 2, Township 4 South, Range 67 West:

1. Thence East, parallel with the south line of the SE $\frac{1}{4}$ of Section 2, a distance of 2629.9 feet to the east line of the SE $\frac{1}{4}$ of Section 2;
2. Thence South, along the east line of the SE $\frac{1}{4}$ of Section 2, a distance of 50.0 feet;
3. Thence West, parallel with the south line of the SE $\frac{1}{4}$ of Section 2, a distance of 2629.9 feet to the west line of the SE $\frac{1}{4}$ of Section 2;
4. Thence North, along the west line of the SE $\frac{1}{4}$ of Section 2, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 3.02 acres, more or less.

ALSO

Parcel 4- Beginning at a point on the west line of Section 1 which is 50.0 feet North of the SW corner of Section 1, Township 4 South, Range 67 West;

1. Thence East, parallel with the south line of Section 1, a distance of 5333.71 feet to the east line of Section 1;
2. Thence South, along the east line of Section 1, a distance of 50.0 feet;
3. Thence West, parallel with the south line of Section 1, a distance of 5333.71 feet to the west line of Section 1;
4. Thence North, along the west line of Section 1, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 6.12 acres, more or less.

ALSO

Parcel 5- Beginning at a point on the west line of Section 6 which is 80.0 feet North of the SW corner of Section 6, Township 4 South, Range 66 West:

1. Thence East, parallel with the south line of Section 6, a distance of 430.72 feet;
2. Thence Southeast a distance of 60.45 feet to a point 465.0 feet East and 30.0 feet North of the SW corner of Section 6;
3. Thence Southeast a distance of 139.5 feet to a point on the south line of the SW $\frac{1}{4}$ of Section 6 which is 601.4 feet East of the SW corner of Section 6.

4. Thence West, along the south line of the SW $\frac{1}{4}$ of Section 6, a distance of 601.4 feet to the SW corner of Section 6;
5. Thence North, along the west line of Section 6, a distance of 80.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 0.68 of an acre, more or less.

ALSO

Parcel 6 Beginning at a point on the east line of the NW $\frac{1}{4}$ of Section 7, which is 80.0 feet South of the NE corner of the NW $\frac{1}{4}$ of Section 7, Township 4 South, Range 66 West:

1. Thence West, parallel with the north line of the NW $\frac{1}{4}$ of Section 7, a distance of 2054.35 feet to a point 643.25 feet East and 80.0 feet South of the northwest corner of Section 7;
2. Thence Northwest a distance of 170.0 feet to a point 280.0 feet East and 30.0 feet South of the northwest corner of Section 7;
3. Thence West, parallel with the north line of the NW $\frac{1}{4}$ of Section 7, a distance of 280.0 feet to the west line of the NW $\frac{1}{4}$ of Section 7;
4. Thence North, along the west line of the NW $\frac{1}{4}$ of Section 7, a distance of 30.0 feet to the northwest corner of Section 7;
5. Thence East, along the north line of the NW $\frac{1}{4}$ of Section 7, a distance of 601.4 feet;
6. Thence Southeast a distance of 139.5 feet to a point 737.8 feet East and 30.0 feet South of the northwest corner of Section 7;
7. Thence East, parallel with the north line of the NW $\frac{1}{4}$ of Section 7, a distance of 1759.8 feet to the east line of the NW $\frac{1}{4}$ of Section 7;
8. Thence South, along the east line of the NW $\frac{1}{4}$ of Section 7, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 2.91 acres, more or less.

ALSO

Parcel 7 Beginning at a point on the east line of the NE $\frac{1}{4}$ of Section 7, which is 80.0 feet South of the northeast corner of Section 7, Township 4 South, Range 66 West:

1. Thence West, parallel with the north line of the NE $\frac{1}{4}$ of Section 7, a distance of 2649.4 feet to the west line of the NE $\frac{1}{4}$ of Section 7;
2. Thence North, along the west line of the NE $\frac{1}{4}$ of Section 7, a distance of 50.0 feet;

3. Thence East, parallel with the north line of the NE $\frac{1}{4}$ of Section 7, a distance of 2649.4 feet to the east line of the NE $\frac{1}{4}$ of Section 7;
4. Thence South, along the east line of the NE $\frac{1}{4}$ of Section 7, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 3.04 acres, more or less.

ALSO

Parcel 8- Beginning at a point on the west line of the NW $\frac{1}{4}$ of Section 8, which is 80.0 feet South of the northwest corner of Section 8, Township 4 South, Range 66 West:

1. Thence East, parallel with the north line of the NW $\frac{1}{4}$ of Section 8, a distance of 1323.78 feet to the east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8;
2. Thence North, along the east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, a distance of 50.0 feet;
3. Thence West, parallel with the north line of the NW $\frac{1}{4}$ of Section 8, a distance of 1323.78 feet to the west line of the NW $\frac{1}{4}$ of Section 8;
4. Thence South, along the west line of the NW $\frac{1}{4}$ of Section 8, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 1.52 acres, more or less.

ALSO

Parcel 9- Beginning at a point on the east line of the NW $\frac{1}{4}$ of Section 8, which is 80.0 feet South of the northeast corner of the NW $\frac{1}{4}$ of Section 8, Township 4 South, Range 66 West:

1. Thence West, parallel with the north line of the NW $\frac{1}{4}$ of Section 8, a distance of 1323.78 feet to the west line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8;
2. Thence North, along the west line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, a distance of 50.0 feet;
3. Thence East, parallel with the north line of the NW $\frac{1}{4}$ of Section 8, a distance of 1323.78 feet to the east line of the NW $\frac{1}{4}$ of Section 8;
4. Thence South, along the east line of the NW $\frac{1}{4}$ of Section 8, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 1.52 acres, more or less.

ALSO

BOOK 1887 PAGE 521

Parcel 10- Beginning at a point on the west line of the NE $\frac{1}{4}$ of Section 8, which is 80.0 feet South of the northwest corner of the NE $\frac{1}{4}$ of Section 8, Township 4 South, Range 66 West:

1. Thence East, parallel with the north line of the NE $\frac{1}{4}$ of Section 8, a distance of 1323.72 feet to the east line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8;
2. Thence North, along the east line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, a distance of 50.0 feet;
3. Thence West, parallel with the north line of the NE $\frac{1}{4}$ of Section 8, a distance of 1323.72 feet to the west line of the NE $\frac{1}{4}$ of Section 8;
4. Thence South, along the west line of the NE $\frac{1}{4}$ of Section 8, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 1.52 acres, more or less.

ALSO

Parcel 11- Beginning at a point on the east line of the NE $\frac{1}{4}$ of Section 8, which is 80.0 feet south of the northeast corner of Section 8, Township 4 South, Range 66 West:

1. Thence West, parallel with the north line of the NE $\frac{1}{4}$ of Section 8, a distance of 1323.72 feet to the west line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8;
2. Thence North, along the west line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, a distance of 50.0 feet;
3. Thence East, parallel with the north line of the NE $\frac{1}{4}$ of Section 8, a distance of 1323.72 feet to the east line of the NE $\frac{1}{4}$ of Section 8;
4. Thence South, along the east line of the NE $\frac{1}{4}$ of Section 8, a distance of 50.0 feet, more or less, to the point of beginning.

The above described portion of said parcel of land contains 1.52 acres, more or less.

The above described parcel of land contains a total of 25.07 acres, more or less.

2306-771

Recorded at 153 o'clock P M. JAN 28 1975
 Reception No. 1466131 MARJORIE PAGE Recorder.

THIS DEED, Made this 21st day of December
 1974, between

MABLE MONROE, Wife, and VERNON H. MONROE,
 Husband

of the county of Arapahoe and State of
 Colorado, of the first part, and CITY OF AURORA, COLORADO,
 municipal corporation

BOOK 2306 PAGE 771

organized and existing under and by virtue of the laws of the State of
 Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
 TEN (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION----- DOLLARS,
 to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof
 is hereby confessed and acknowledged, have remised, released, sold, conveyed and QUIT CLAIMED, and by
 these presents do remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its
 successors and assigns forever, all right, title, interest, claim and demand which the said parties of the
 first part have in and to the following described
 situate, lying and being in the County of Arapahoe and State of Colorado, to wit:

(See attached Exhibit "A" incorporated
 herein by reference as though more fully
 set forth)

THIS CONVEYANCE IS MADE FOR THE USE AND BENEFIT OF THE PUBLIC
 AS A PUBLIC STREET AND THOROUGHFARE.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto
 belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the
 said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party
 of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands
 and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Mable Monroe. [SEAL]

Vernon H. Monroe [SEAL]

[SEAL]

[SEAL]

STATE OF COLORADO,
 County of Denver

ss.

Subscribed and sworn to before me this 21st day of December
 1974, by Mable Monroe and Vernon H. Monroe

My Commission expires March 24

1975. Witness my hand and official seal.

Notary Public.

Note: Consideration for this Deed less than \$100.00

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as
 attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of cor-
 poration, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory
 Acknowledgment, Section 2987.

No. 522. QUIT CLAIM DEED TO CORPORATION.—Bradford Publishing Co., 1524-46 Stout Street, Denver, Colorado—1-74

EXHIBIT "A"

BOOK 2306 PAGE 772

A right-of-way for roadway purposes being 25.00 feet wide, situated in the NW-1/4 of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado, more particularly described as follows: The West 55.00 feet of the NW-1/4 of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado, lying South of the Southerly right-of-way line of the Highline Canal, containing 2.515 acres, more or less.

and also

A right-of-way for roadway purposes situated in the NW-1/4 of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado, more particularly described as follows: The East 35.00 feet of the SE-1/4, NW-1/4 of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado, except the South 35.00 feet thereof, containing 1.034 acres, more or less.

and also

A right-of-way for roadway purposes situated in Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado, more particularly described as follows: The South 35.00 feet of the NW-1/4 of Section 8, T4S, R66W of the 6th P.M., except the West 55.00 feet thereof, containing 2.086 acres, more or less, AND ALSO The South 5.00 feet of the North 35.00 feet of the SE-1/4 of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado, containing 0.304 acres, more or less.

and also

A right-of-way for roadway purposes being 55.00 feet wide, situated in the SE-1/4 of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado, more particularly described as follows: The East 55.00 feet of the SE-1/4 of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado, except the North 35.00 feet thereof, containing 3.297 acres, more or less.

2306-773

Recorded at 154 o'clock P M. JAN 28 1975
Reception No. 1466132 MARJORIE PAGE Recorder.

THIS DEED, Made this 10th day of September
19 74, between
MABLE MONROE and VERNON H. MONROE

Recorder's Stamp

of the county of Arapahoe and State of
Colorado, of the first part, and CITY OF AURORA, COLORADO,
municipal
corporation
organized and existing under and by virtue of the laws of the State of
Colorado, of the second part:

BOOK 2306 PAGE 773

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
TEN (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION-----DOLLARS,
to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof
is hereby confessed and acknowledged, have remised, released, sold, conveyed and QUIT CLAIMED, and by
these presents do remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its
successors and assigns forever, all right, title, interest, claim and demand which the said parties of the
first part have in and to the following described
situate, lying and being in the County of Arapahoe and State of Colorado, to wit:

(See attached Exhibit "A" incorporated herein
by reference as though more fully set forth.)

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto
belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the
said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party
of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands
and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Mable Monroe [SEAL]

Vernon H. Monroe [SEAL]

_____ [SEAL]

_____ [SEAL]

STATE OF COLORADO,
& County of Denver



The foregoing instrument was acknowledged before me this 10th day of September
19 74, by Mable Monroe and Vernon H. Monroe

My commission expires March 24

19 75. Witness my hand and official seal.

Michael E. Williams
Notary Public.

Note: Consideration of this Deed less than \$100.00.

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as
attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of cor-
poration, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory
Acknowledgment, Session 1987.
No. 522. QUIT CLAIM DEED TO CORPORATION.—Bradford Publishing Co., 1884-46 Stout Street, Denver, Colorado—1-74

EXHIBIT "A"

BOOK 2306 PAGE 774

A right-of-way for the Denver Board of Water Commissioners Highline Canal situated in the NW $\frac{1}{4}$ of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado, more particularly described as follows:

Commencing at the NW corner of the NW $\frac{1}{4}$ of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Colorado; thence S 00°06'00" W, along the west line of the NW $\frac{1}{4}$ of said Section 8, a distance of 80.00 feet to a point on the south right-of-way line of East Sixth Avenue, said point being the point of beginning; thence N 89°53'00" E, along said south right-of-way line, a distance of 40.23 feet; thence S 00°04'00" E a distance of 258.07 feet to a point of curve; thence southeasterly along the arc of a curve to the left (whose chord bears S 05°46'24" E a distance of 197.06 feet) having a radius of 990.92 feet, a central angle of 11°24'47", a distance of 197.39 feet to a point lying on the easterly right-of-way line of the Highline Canal; thence N 36°48'26" W along said easterly right-of-way line a distance of 49.34 feet to a point of curve; thence northwesterly along said easterly right-of-way line of the Highline Canal and along the arc of a curve to the right (whose chord bears N 34°45'09" W a distance of 55.05 feet) having a radius of 793.62 feet, a central angle of 3°58'34", a distance of 55.07 feet; thence departing said easterly right-of-way line of the Highline Canal N 00°06'00" E along the west line of the NW $\frac{1}{4}$ of said section 8, a distance of 369.34 feet to the point of beginning, containing 0.40 acres more or less.

The bearings and distances used in this description are derived from the Denver Water Board Highline Canal Drawings and the ERMG drawings of the Chambers Road re-alignment project.

Recorded at 10:27 o'clock a M. FEB 14 1975
 Reception No. 469106 MARJORIE PAGE, Recorder

AGREEMENT

BOOK 2310 PAGE 760

THIS AGREEMENT, made this December 30, 1974, by and between the CITY OF AURORA, COLORADO, a municipal corporation and the counties of Adams and Arapahoe, State of Colorado, hereinafter referred to as "CITY", and MABEL MONROE and VERNON MONROE, hereinafter referred to as ANNEXOR.

WITNESSETH

WHEREAS, ANNEXOR has filed its Petition for Annexation with City, to annex to the City the following described unincorporated lands, more particularly described as follows, to-wit:

LEGAL DESCRIPTION

Southeast 1/4 of Section 8, South 1/2 of the Northwest of Section 8, and the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 4 South, Range 66 West, County of Arapahoe, State of Colorado.

Area of the annexation contains 280 acres.

WHEREAS, the parties mutually recognize and agree that it is necessary for the development of said lands by Annexor that Annexor obtain certain services from City, to-wit: water and sewer services, police and fire protection, recreation and park facilities and the dedication and improvements of certain public rights-of-way and without said municipal services and facilities, the development of the described lands by Annexor would neither be possible nor feasible.

NOW THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, It Is Agreed:

STREETS

1. Annexors agree to dedicate or deed to the City the needed rights-of-way for all streets and minor and major arterials and to fully improve these streets and minor or major arterials, as well as local streets, in accordance with street specifications established in the City subdivision regulations and in accordance with this Agreement. Annexors further agree to convey by Quit Claim Deed to the

City the exterior major rights-of-way lying within the herein described property at the City's request, subject to Annexor's acquiring title to said rights-of-way.

BOOK 2310 PAGE 761

Annexors agree to improve all local streets abutting City owned property. Where one-half of the arterial street lies within the land owned by the Annexors, the Annexors shall dedicate and improve said one-half of the arterial streets as set forth above.

The Major Arterials may be improved by a special improvement district whenever, in the sole discretion of the City, the need for the improvement of said major arterials, in order to serve abutting and adjacent land areas, is desired by the City.

[Handwritten signatures and initials on the left margin]
Annexors agree to convey all necessary right-of-way needed by the City for major arterials, streets or easements for utilities concurrently with the execution of this Agreement and have deposited with the city such deeds to be held by the city, subject to the final approval by the City of the annexation and zoning ordinances and, when such ordinances are finally passed, shall be recorded by the City, and the property described therein shall thereafter be the sole property of the City. In the event the zoning or annexation ordinances are not finally passed, then the deeds so deposited with the City shall be returned to the Annexors, and the Annexors shall be returned to their first and former estate in said lands.

Annexors agree to plat those lands herein proposed to be annexed so that said plat meets the current City requirements for a good and sufficient plat, and to provide for such necessary street dedications as are required by the City to establish a uniform extension of its current street alignments.

ZONING

2. Annexor requests M-1 zoning on the entire parcel proposed to be annexed to the City.

BRIDGE POLICY

3. The Annexor agrees that, whenever it is found and determined by the Director of Public Works of the City that a bridge is required to be constructed to cross any natural or artificial

Necessary Right-of-way for Highline Canal -
Annexation of Lands in Section 8, T4S,
R66W, 6th P.M., Arapahoe County, Colorado

BOOK 2310 PAGE 762

Annexors agree to convey to the City, without cost, all necessary right-of-way, up to a maximum width of 100 feet, for the realignment of the Highline Canal for all of those portions needed lying within the Annexors' property. Annexors agree to escrow with the City the necessary Deed of conveyance for said right-of-way at the time the annexation and zoning are to be considered on final reading by the City Council, and said Deed shall be held by the City, subject to the annexation and zoning of the properties, as requested in the Annexation Petition, and, upon annexation, shall become the sole and separate property of the City of Aurora; otherwise, the same shall be returned to the Annexors.

courses or drainage courses within the lands annexed, the City's Director of Public Works also specified design criteria for said bridge, the Annexor shall pay the full cost of the bridge up to and including \$46,000.00 as established by the 1972 cost factor. Said cost for construction to be modified by Engineering News Record. It is further agreed that, if the cost of said bridge exceeds \$46,000.00 the City will pay for any excess over \$46,000.00 as adjusted, up to an additional \$23,000.00. In the event the cost exceeds \$69,000.00 (as adjusted), all such excess cost shall be divided one-third (1/3) to the City and two-thirds (2/3) to the Annexor. Annexor and City shall mutually agree on bids for the cost of construction of all bridges within a reasonable period of time in order that construction may be done in an expeditious manner. Any bridges not required to be constructed by a determination made by the Director of Public Works shall be constructed at the sole expense of the Annexor.

WATER AND SEWER

4. The City agrees to install, at a point in 6th Avenue nearest to the Annexor's property, a water main of sufficient capacity to serve the area of annexation.

The Annexor thereafter agrees to provide water at all points within the area being annexed and shall execute the standard pay-back agreement with the City, it being the intent of this provision of this Agreement that the City's only obligation is to furnish water to the areas being annexed at 6th Avenue until such time as the City establishes water service in Buckley Road or Alameda Avenue. Annexor agrees to provide, without cost to the City, all required easements for utilities.

Annexor agrees to install, within all lands to be annexed, water lines of twelve inch (12") diameter unless a small diameter is prescribed by the City Engineers, in accordance with the City's standards and specifications, which Plan must be approved by the City Engineer. If the City desires installation of water lines of a

diameter greater than 12 inches (12") on all those water lines which the Annexor agrees to install within the lands to be annexed, then the City shall pay for the cost of the over-sizing of said water lines.

5. Annexor agrees to provide storm drainage facilities, at the time of platting, as required, and in accordance with the City requirements and specifications, which plans shall be approved by the City Engineer. Annexor also agrees in the development of his property to conform to the Aurora Flood Plain Ordinance, and any amendments thereto. In the present 100-year frequency storm drainage and ponding areas as shown on the Frasier & Gingery, Inc., Map. No. E-682.01 dated 8-10-73, no structures shall be developed until the appropriate flood control measures have been decided by the City and installed and approved, and the grading of these reclaimed areas is also approved by the Aurora City Engineer.

6. The Annexor agrees to install all necessary fire hydrants within the annexed territory, in accordance with the City's standards and specifications.

7. Annexor shall design and install sanitary sewer lines and manholes within the annexed land, in accordance with the City's standards and specifications, subject to approval by the City Engineer. The Annexor further agrees to install all sanitary sewer lines within the annexed territory, said lines to be a diameter of twelve inches (12"), unless a smaller diameter is prescribed by the City Engineer, in accordance with the City's standards and specifications. It is further agreed that, should the City, at its sole option, elect to over-size the required twelve inch (12") sewer transmission line, said cost of over-sizing, to provide adequate capacity for sewer flowing through said system from points outside the boundaries of the annexed land, shall be borne and assumed by the City, and the Annexor shall be reimbursed for the cost of any over-sizing within thirty (30) days after the Annexor has installed said lines.

9. Annexor agrees to execute that certain Air Rights Covenant, which is attached to this Agreement and incorporated herein by reference, granting certain limitations on the use of air space over the described premises to be added. BOOK 2310 PAGE 765

LEGAL DESCRIPTION

Southeast 1/4 of Section 8, South 1/2 of the Northwest 1/4 of Section 8, and the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 4 South, Range 66 West, County of Arapahoe, State of Colorado.

Area of the Annexation contains 280 acres.

For themselves, their heirs, successors, administrators and assigns, covenant and agree with THE CITY OF AURORA, COLORADO, the STATE OF COLORADO and the UNITED STATES OF AMERICA, or any other governmental agency or department of any of the aforesated political entities or political subdivisions, that the owners or occupants of the lands herein described 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 noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft overflights above a plane seven hundred fifty feet (750 ft.) above ground level; provided, that nothing contained in the foregoing Covenant shall divest the owners or occupants, their heirs, successors, administrators or assigns, 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.

This Covenant shall run with the land and shall be binding upon each and every property owner owning any of the lands herein described. The CITY OF AURORA, COLORADO, is hereby nominated as agent for all purposes regarding the enforcement or removal of the within Covenant.

IN WITNESS WHEREOF, the undersigned owners have hereunto placed their hands and seals this October 18, 1974.

THIS AGREEMENT, when executed, shall inure to the benefit of,
and be binding upon, the heirs, successors and assigns and persons
who are in privity of title with the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly
authorized officials to place their hands and seals upon this
Agreement by the day and year first above written.

BOOK 2310 PAGE 766

CITY OF AURORA, COLORADO,
a Municipal Corporation

By: *William R. Dominguez*
WILLIAM R. DOMINGUEZ, Mayor

Gail C. Johnston
City Clerk
GAIL C. JOHNSTON

Assistant Secretary

By: *Mable Monroe*

By: *Vernon H. Monroe*
Mable H. Monroe
city for Mable

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



Subscribed and sworn to before me this 18th day of October, 1974.
My commission expires: March 24, 1975.

L. Wilson
Notary Public

3801-748

Carte Tech Sub. No. 2

Recorded at 2:35 o'clock / M FEB 23 1983
Reception 2250409 MARJORIE PAGE, Recorder.

BOOK 3801 PAGE 748

COVENANT

That the undersigned owners of lot(s) or parcel(s) of ground situate and being in the County of Arapahoe, State of Colorado, and more particularly described as follows, to-wit:

The South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec. 8 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 8, T4S, R66W County of Arapahoe, State of Colorado.

For themselves, their heirs, successors, administrators and assigns, covenant and agree with THE CITY OF AURORA, COLORADO, the STATE OF COLORADO and the UNITED STATES OF AMERICA, or any other governmental agency or department of any of the aforesaid political entities or political subdivisions, that the owners or

BOOK 3801 PAGE 749

COPY 6530

occupants of the lands herein described 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 above a plane seven hundred fifty feet (750 ft.) above ground level; provided, that nothing contained in the foregoing Covenant shall divest the owners or occupants, their heirs, successors, administrators or assigns, 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.

This Covenant shall run with the land and shall be binding upon each and every property owner owning any of the lands herein described. The CITY OF AURORA, COLORADO, is hereby nominated as agent for all purposes regarding the enforcement or removal of the within Covenant.

IT WITNESS WHEREOF, the undersigned owners have hereunto placed their hands and seals this 8th day of September A.D. 19 82.

David H. Moore Assistant
Secretary

Dueck Developments, Inc.
3400 East Bayaud Ave.
Denver, CO 80209
(303) 388-0844

ATTEST:

David Moore

STATE OF COLORADO)

County of Arapahoe) ss.

The foregoing Covenant was subscribed and sworn to before me this 8th day of September, A.D. 19 82, by
_____ and _____ OWNERS.

Stephen Anderson
NOTARY PUBLIC

Business Address: 3400 E. Bayaud #444
Denver, Colorado 80209

My Commission Expires: 5/1/86

RETURN TO:
CITY OF AURORA
CENTRAL RECORDS CENTER
1470 S. HAVANA
AURORA, CO. 80012

3801-750

Recorded at 2:35 o'clock P M FEB 23 1983
Receipts 2250410 MARJORIE PAGE, Recorder

BOOK 3801 PAGE 750

C O V E N A N T

That the undersigned owners of lot(s) or parcel(s) of ground situate and being in the County of Arapahoe, State of Colorado, and more particularly described as follows, to-wit:

The South $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 8 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 8, T45, R66W
County of Arapahoe, State of Colorado.

For themselves, their heirs, successors, administrators and assigns, covenant and agree with THE CITY OF AURORA, COLORADO, the STATE OF COLORADO and the UNITED STATES OF AMERICA, or any other governmental agency or department of any of the aforesated political entities or political subdivisions, that the owners or

BOOK 3801 PAGE 751

occupants of the lands herein described 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 above a plane seven hundred fifty feet (750 ft.) above ground level; provided, that nothing contained in the foregoing Covenant shall divest the owners or occupants, their heirs, successors, administrators or assigns, 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.

This Covenant shall run with the land and shall be binding upon each and every property owner owning any of the lands herein described. The CITY OF AURORA, COLORADO, is hereby nominated as agent for all purposes regarding the enforcement or removal of the within Covenant.

IT WITNESS WHEREOF, the undersigned owners have hereunto placed their hands and seals this 24 day of September, A.D. 19 82.

David H. Moore Assistant Secretary
Dueck Developments, Inc.
3400 East Bayaud Ave.
Denver, CO 80209
(303) 388-0644

ATTEST:

David Moore

STATE OF COLORADO)

County of Manitou)

ss.

The foregoing Covenant was subscribed and sworn to before me this 24 day of September, A.D. 19 82, by
and _____ OWNERS.

Geraldine Anderson
NOTARY PUBLIC

Business Address: 3400 E. Bayaud #444
Denver, Colorado 80209

My Commission Expires: 5/1/86

RETURN TO:
CITY OF AURORA
CENTRAL RECORDS CENTER
100 S. HAVANA
AURORA, CO. 80012

Recorded at 2:15 o'clock P. FEBR 26 1984
Reception 3390753 MARJORIE PAGE, Recorder

BOOK 4119 PAGE 47

IN THE DISTRICT COURT, ARAPAHOE COUNTY, COLORADO

Civil Action No. A84CV7

ORDER AND DECREE CREATING DISTRICT

IN RE THE ORGANIZATION OF AURORA CENTRETECH METROPOLITAN
DISTRICT, ARAPAHOE COUNTY, COLORADO

THIS MATTER coming for consideration by the Court, and it appearing that the election, held on the 13th day of March, 1984, at which there was submitted the matter of the organization of Aurora CentreTech Metropolitan District, Arapahoe County, Colorado, and the election of Directors for such District, was duly held at the time and place and by the Judges of Election specified in the Order of Court entered on the 8th day of February, 1984;

AND IT FURTHER appearing that the required Notice of Election was duly published in compliance with the aforementioned Order in the Aurora Sentinel, a newspaper of general circulation in the proposed District, once a week for three consecutive weeks, by three publications in compliance with law; that all of said ballots were cast at said election by electors of the District who were qualified to vote at general elections in this State and who either had been a resident of the proposed District for not less than thirty-two days, or who or whose spouse own taxable real or personal property situated within the boundaries of the proposed District, whether said person resides within the proposed District or not. The following ballots were cast on the question of organization of the proposed District:

VOTES CAST

FOR the Organization of
Aurora CentreTech Metropolitan
District

4

AGAINST the Organization of
Aurora Centre Tech Metropolitan
District

0

That the following qualified persons were duly elected as directors of the District for the indicated terms:

<u>NAME</u>	<u>TERM</u>
<u>Michael L. Johnson</u>	Until the next Regular Election
<u>Timothy J. Oliver</u>	Until the next Regular Election
<u>Richard G. Bialkowski</u>	Until the second Regular Election
<u>Kandle L. Cotter</u>	Until the second Regular Election
<u>Judy Gray Johnson</u>	Until the second Regular Election

And it still further appearing that all of the provisions of law, and more particularly all of the requirements of part 3 of article 1 of title 32, C.R.S., have been complied with, met and performed, in the organization of the District.

And the Court being fully advised in the premises, hereby ORDER AND DECREES that:

The District has been duly and regularly organized and shall be known as "Aurora CentreTech Metropolitan District", in Arapahoe County, Colorado.

The District is located in Arapahoe County, Colorado, more particularly described as follows:

A tract of land in the NW 1/4 Section 8, Township 4 South, Range 66 West of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado, and more particularly described as follows:

All of Filing No. 1 and Lot 1, Block 2 of Filing No. 2 and all of Filing No. 3 except Lot 5, Block 3 of Filing No. 3, Aurora CentreTech Park subdivision, Arapahoe County, Colorado.

Said District shall be a governmental subdivision of the State of Colorado, and a body corporate with all the powers of a public or quasi-municipal corporation. The facilities, services and financial arrangements of the District shall conform as far as practicable to the Resolution of Approval by the City Council of the City of Aurora, Colorado, required by part 2 of article 1 of title 32, C.R.S., previously filed in the within action shall be and the same is hereby incorporated by reference in and appended to this Order.

The Board of Directors shall take such steps and proceedings as the needs of the District require; and that within thirty (30) days after the date hereof, the District shall transmit to the County Clerk and Recorder of Arapahoe County, Colorado, to the Division of Local Government, and to the County Assessor of Arapahoe County, certified copies of this Order and Decree, with the Resolution of Approval appended hereto.

DONE IN COURT this 22 day of March, 1989.

BY THE COURT:


Judge

RESOLUTION NO. R83-126

FOR A RESOLUTION APPROVING THE PETITION FOR THE
ORGANIZATION OF THE PROPOSED AURORA CENTRE TECH
METROPOLITAN DISTRICT

WHEREAS, pursuant to the "Control Act", being Title 32, Article 1, Part 2, C.R.S. 1973, as amended, a Petition to the District Court requesting the organization of a Metropolitan District, in which the area to be included within the proposed Metropolitan District is located exclusively within the boundaries of any existing municipality, must be approved by resolution by the governing body of that municipality; and

WHEREAS, the proponents of the proposed Aurora Centre Tech Metropolitan District intend to initiate legal proceedings relating to the organization of said district pursuant to Title 32, Article 1, Part 3, C.R.S. 1973, as amended; and

WHEREAS, the boundaries of the proposed Aurora Centre Tech Metropolitan District are completely within the boundaries of the City of Aurora; and

WHEREAS, the City Council has considered the Petition and all other documents relating to the proposed development and all testimony presented to the City Council; and

WHEREAS the Petition meets all of the requirements set forth by the City of Aurora:

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AS FOLLOWS:

Section 1. That the City Council of the City of Aurora, Colorado, does hereby determine that all of the requirements of the City relating to the application procedures by the proponents for the organization of the Aurora Centre Tech Metropolitan District have been fulfilled.

Section 2. That such petition by the landowners has the intent to endorse the development of capital improvements including roads, bridges, utilities (water and sewer), flood control, golf course, landscaping/signage, and other similar improvements as approved by the District.

Section 3. All improvement plans of the District shall be subject to the review and approval of the City of Aurora.

Section 4. The District shall obtain all necessary permits, and pay all prescribed fees, associated with any and all improvements to be made.

Section 5. All improvements constructed by the District shall be designed, constructed, and warranted in accordance with the standards, specifications, and Utility Contracts of the City of Aurora.

Section 6. The City of Aurora shall be the sole provider of municipal services to the subject property, including water and sanitation services, fire and police protection, street maintenance, zoning and code enforcement, and all other services as the City may provide to the residents of the City of Aurora.

Section 7. The City of Aurora shall not incur any expense in the formation or operation of the proposed District or its retirement of capital obligations.

Section 8. The District shall be structured to ensure that the City Council of the City of Aurora has the option to exercise control over the operations of the District when organized, as permitted by law.

Section 9. The District, when organized, shall not exceed its boundaries or have its powers altered in any way without the prior approval of the City Council of the City of Aurora.

Section 10. That a certified copy of this Resolution be filed in the records of the City of Aurora and submitted to the petitioners of the proposed District for the purpose of filing in the District Court of Arapahoe County.

RESOLVED AND PASSED this 10th day of October,
A.D. 1983.

Dennis Champine
DENNIS CHAMPINE, Mayor

ATTEST:

Gail C. Johnston
GAIL C. JOHNSTON, Deputy City Clerk

APPROVED AS TO FORM: Johna [Signature]

APPROVED FOR COUNCIL ACTION: M.A. [Signature]

RECEIVED
OCT 20 4 44 PM '88
ARCHIVIST

Recorded at 2:00 o'clock P.M. MAR 30 1984
Reception No. 2392516 MARJORIE PAGE, Recorder

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO

BOOK 4123 PAGE 34

Civil Action No. A84CV7

NOTICE OF ORGANIZATION

IN RE THE ORGANIZATION OF AURORA CENTRETECH METROPOLITAN DISTRICT

TO THE COUNTY ASSESSOR, ARAPAHOE COUNTY, COLORADO, AND TO THE DIVISION OF LOCAL GOVERNMENT OF THE STATE OF COLORADO:

Pursuant to the provisions of Section 32-1-105, Colorado Revised Statutes 1973, as amended:

NOTICE IS HEREBY GIVEN that by Order and Decree of the District Court in and for the County of Arapahoe and State of Colorado, entered on the 22nd day of March, 1984, and recorded in the office of the County Clerk and Recorder of Arapahoe County on the 26th day of March, 1984, as Reception No. 2390753, the Aurora CentreTech Metropolitan District, in the County of Arapahoe and State of Colorado has been duly formed and organized pursuant to the laws of the State of Colorado thereto relating. A copy of the Order and Decree is attached hereto.

NOTICE IS FURTHER GIVEN that the description of the area concerned with said District, being the area included within the boundaries thereof, is located in Arapahoe County, Colorado, and is more particularly described as follows:

A tract of land in the NW 1/4 Section 8, Township 4 South, Range 66 West of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado, and more particularly described as follows:

All of Filing No. 1 and Lot 1, Block 2 of Filing No. 2 and all of Filing No. 3 except Lot 5, Block 3 of Filing No. 3, Aurora CentreTech Park subdivision, Arapahoe County, Colorado.

BOOK 4123 PAGE 35

Pursuant to Law, the County Clerk and Recorder shall notify the County Assessor of such action concerning the organization and a certified copy of this Notice shall be filed with the Division of Local Government by the Clerk and Recorder.

(S E A L)

County Clerk and Recorder
Arapahoe County, Colorado

IN THE DISTRICT COURT, ARAPAHOE COUNTY, COLORADO
Civil Action No. A84CV7

ORDER AND DECREE CREATING DISTRICT

IN RE THE ORGANIZATION OF AURORA CENTRETECH METROPOLITAN
DISTRICT, ARAPAHOE COUNTY, COLORADO

THIS MATTER coming for consideration by the Court, and it appearing that the election, held on the 13th day of March, 1984, at which there was submitted the matter of the organization of Aurora CentreTech Metropolitan District, Arapahoe County, Colorado, and the election of Directors for such District, was duly held at the time and place and by the Judges of Election specified in the Order of Court entered on the 8th day of February, 1984;

AND IT FURTHER appearing that the required Notice of Election was duly published in compliance with the aforementioned Order in the Aurora Sentinel, a newspaper of general circulation in the proposed District, once a week for three consecutive weeks, by three publications in compliance with law; that all of said ballots were cast at said election by electors of the District who were qualified to vote at general elections in this State and who either had been a resident of the proposed District for not less than thirty-two days, or who or whose spouse own taxable real or personal property situated within the boundaries of the proposed District, whether said person resides within the proposed District or not. The following ballots were cast on the question of organization of the proposed District:

VOTES CAST

FOR the Organization of
Aurora CentreTech Metropolitan
District

4

AGAINST the Organization of
Aurora Centre Tech Metropolitan
District

0

That the following qualified persons were duly elected as directors of the District for the indicated terms:

<u>NAME</u>	<u>TERM</u>
<u>Michael L. Johnson</u>	Until the next Regular Election
<u>Timothy J. Oliver</u>	Until the next Regular Election
<u>Richard G. Bialkowski</u>	Until the second Regular Election
<u>Kandie L. Cotter</u>	Until the second Regular Election
<u>Judy Gray Johnson</u>	Until the second Regular Election

And it still further appearing that all of the provisions of law, and more particularly all of the requirements of part 3 of article 1 of title 32, C.R.S., have been complied with, met and performed, in the organization of the District.

And the Court being fully advised in the premises, hereby ORDER AND DECREES that:

The District has been duly and regularly organized and shall be known as "Aurora CentreTech Metropolitan District", in Arapahoe County, Colorado.

The District is located in Arapahoe County, Colorado, more particularly described as follows:

A tract of land in the NW 1/4 Section 8, Township 4 South, Range 66 West of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado, and more particularly described as follows:

All of Filing No. 1 and Lot 1, Block 2 of Filing No. 2 and all of Filing No. 3 except Lot 5, Block 3 of Filing No. 3, Aurora CentreTech Park subdivision, Arapahoe County, Colorado.

Said District shall be a governmental subdivision of the State of Colorado, and a body corporate with all the powers of a public or quasi-municipal corporation. The facilities, services and financial arrangements of the District shall conform as far as practicable to the Resolution of Approval by the City Council of the City of Aurora, Colorado, required by part 2 of article 1 of title 32, C.R.S., previously filed in the within action shall be and the same is hereby incorporated by reference in and appended to this Order.

BOOK 4123 PAGE 38

The Board of Directors shall take such steps and proceedings as the needs of the District require; and that within thirty (30) days after the date hereof, the District shall transmit to the County Clerk and Recorder of Arapahoe County, Colorado, to the Division of Local Government, and to the County Assessor of Arapahoe County, certified copies of this Order and Decree, with the Resolution of Approval appended hereto.

DONE IN COURT this 22 day of March, 1984.

BY THE COURT:

Judge *[Signature]*

RESOLUTION NO. R83-126

FOR A RESOLUTION APPROVING THE PETITION FOR THE
ORGANIZATION OF THE PROPOSED AURORA CENTRE TECH
METROPOLITAN DISTRICT

WHEREAS, pursuant to the "Control Act", being Title 32, Article 1, Part 2, C.R.S. 1973, as amended, a Petition to the District Court requesting the organization of a Metropolitan District, in which the area to be included within the proposed Metropolitan District is located exclusively within the boundaries of any existing municipality, must be approved by resolution by the governing body of that municipality; and

WHEREAS, the proponents of the proposed Aurora Centre Tech Metropolitan District intend to initiate legal proceedings relating to the organization of said district pursuant to Title 32, Article 1, Part 3, C.R.S. 1973, as amended; and

WHEREAS, the boundaries of the proposed Aurora Centre Tech Metropolitan District are completely within the boundaries of the City of Aurora; and

WHEREAS, the City Council has considered the Petition and all other documents relating to the proposed development and all testimony presented to the City Council; and

WHEREAS the Petition meets all of the requirements set forth by the City of Aurora:

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AS FOLLOWS:

Section 1. That the City Council of the City of Aurora, Colorado, does hereby determine that all of the requirements of the City relating to the application procedures by the proponents for the organization of the Aurora Centre Tech Metropolitan District have been fulfilled.

Section 2. That such petition by the landowners has the intent to endorse the development of capital improvements including roads, bridges, utilities (water and sewer), flood control, golf course, landscaping/signage, and other similar improvements as approved by the District.

Section 3. All improvement plans of the District shall be subject to the review and approval of the City of Aurora.

Section 4. The District shall obtain all necessary permits, and pay all prescribed fees, associated with any and all improvements to be made.

Section 5. All improvements constructed by the District shall be designed, constructed, and warranted in accordance with the standards, specifications, and Utility Contracts of the City of Aurora.

Section 6. The City of Aurora shall be the sole provider of municipal services to the subject property, including water and sanitation services, fire and police protection, street maintenance, zoning and code enforcement, and all other services as the City may provide to the residents of the City of Aurora.

Section 7. The City of Aurora shall not incur any expense in the formation or operation of the proposed District or its retirement of capital obligations.

Section 8. The District shall be structured to ensure that the City Council of the City of Aurora has the option to exercise control over the operations of the District when organized, as permitted by law.

Section 9. The District, when organized, shall not exceed its boundaries or have its powers altered in any way without the prior approval of the City Council of the City of Aurora.

Section 10. That a certified copy of this Resolution be filed in the records of the City of Aurora and submitted to the petitioners of the proposed District for the purpose of filing in the District Court of Arapahoe County.

RESOLVED AND PASSED this 10th day of October,
A.D. 1983.

Dennis Champine
DENNIS CHAMPINE, Mayor

ATTEST:

Gail C. Johnston
GAIL C. JOHNSTON, Deputy City Clerk

APPROVED AS TO FORM: John S. [Signature]

APPROVED FOR COUNCIL ACTION: M. A. [Signature]

RECEIVED
OCT 23 4 44 PM '88
ARCHIVIST

4130-62

Recorded at 3:30 o'clock P M APR - 8 1984
Reception 3395695 MARJORIE PAGE, Recorder

BOOK 4130 PAGE 62

NOTICE TO THE COUNTY ASSESSOR AND TO THE BOARD OF COUNTY
COMMISSIONERS OF ORGANIZATION OF AND TAX LEVY FOR AURORA
CENTRETECH METROPOLITAN DISTRICT

IN RE THE ORGANIZATION OF AURORA CENTRETECH METROPOLITAN
DISTRICT, ARAPAHOE COUNTY, COLORADO

TO: COUNTY ASSESSOR AND BOARD OF COUNTY COMMISSIONERS,
ARAPAHOE COUNTY, COLORADO

NOTICE is hereby given by Order of the Board of
Directors of AURORA CENTRETECH METROPOLITAN DISTRICT, Arapahoe
County, Colorado, that the Order and Decree of the District
Court in and for the County of Arapahoe and State of Colorado,
creating Aurora CentreTech Metropolitan District, entered on
the 22nd day of March, 1984 was recorded in the office of the
County Clerk and Recorder of said County as Reception Nq.
2390753, at Book 4119, Page 47, on March 26, 1984, and was
filed with the Division of Local Government on March 30,
1984. By said Order and Decree, and by the completion of the
above-cited requisite filings, Aurora CentreTech Metropolitan
District has been duly formed and organized under the laws of
the State of Colorado relating thereto.

Notice is further given that said District, being now
authorized to levy taxes for District purposes, has heretofore
taken certain affirmative actions which will ultimately result
in the levying of ad valorem taxes on all the taxable property
in the District in the years 1984 and thereafter.

IN WITNESS WHEREOF, the Board of Directors of Aurora
CentreTech Metropolitan District, Arapahoe County, Colorado,
has caused this Notice to be given as of the 2nd day of April,



X Kardie L. Potter
Secretary

Recorded at 9:50 o'clock A APR 12 1984
Receipt # 2396917 MARJORIE PAGE, Recorder

BOOK 4132 PAGE 530

DECLARATION OF PROTECTIVE COVENANTS

OF

AURORA CENTRETECH PARK

1212488

THIS DECLARATION made this 8th day of March,
1984, by DUECK DEVELOPMENTS, INC., an Arizona corporation,
hereinafter called "Declarant."

ARTICLE I

Recitals

1.1 The Declarant is the present record title holder of certain real property situate in the County of Arapahoe, State of Colorado, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which land is referred to hereinafter as the "Property."

1.2 Declarant desires to subject the Property to the conditions, covenants, restrictions and reservations hereinafter set forth to insure proper use and appropriate development and improvement of the Property.

ARTICLE II

Definitions2.1 Definition of Terms.

A. "Association" shall mean and refer to the Aurora Centrettech Association, its successors and assigns.

B. "Declarant" shall mean and refer to Dueck Development, Inc., its successors and assigns.

C. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

D. "Improvements" shall mean and refer to structures and construction of any kind, above or below ground, such as, but not limited to: buildings, streets, parking and loading areas, driveways and walkways, signs, fences, earth-

work and drainageways, landscaping, outdoor storage, and utility lines (e.g. sewer, water, gas, electric, cable and telephone distribution).

E. "Lot" shall mean and refer to any individually numbered lot shown upon any recorded subdivision map of the Property with the exception of any Common Area.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation or a vendee under a contract of sale.

ARTICLE III

Purpose

3.1 Purpose. The Property is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the Property and each and every parcel thereof, to insure proper use and appropriate development and improvement of the Property so as to: (a) protect the value and use of the Property and Lots, (b) prevent the erection on the Property of structures constructed of improper or unsuitable materials or improper quality and methods of construction, and (c) insure adequate and harmonious development of the Property that will generally promote the welfare and safety of the Owners, tenants and occupants thereof.

ARTICLE IV

Permitted Uses

4.1 Permitted Uses. Lots shall be used for engineering, research facilities, laboratories, light industrial uses, offices, commercial uses, warehousing and such other uses as the Design Review Committee, established in Article VI hereof, shall permit in its sole discretion, provided that the use of any Lot shall be in conformance with the applicable zoning regulations.

4.2 Use Restrictions. No noxious or offensive trades, services or activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to any Owner, tenant or occupant of

other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

ARTICLE V

Aurora Centretech Association

5.1 Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Tenants of Owners shall not be members.

5.2 Voting. Declarant shall have one vote for each 20,000 square feet of Property owned by Declarant. Other Owners shall have one vote for each separate Lot owned. When more than one person holds a fee interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot. Each Owner with a vote may assign that vote to its tenant or tenants on such terms as they may agree upon. Written notification of such assignment must be received by the Board of Directors of the Association before the transfer of voting rights is effective.

5.3 Purposes of Association. The purpose of the Association shall be to provide for the improvement, beautification and maintenance of the Common Area and to undertake such other activities as are related to maintaining Aurora Centretech Park as a desirable development for Owners. To the extent such improvement, beautification, and maintenance are not adequately being accomplished by the county or other public organizations or districts charged with such responsibility, the Association shall either undertake or demand from those in fact responsible the maintenance and upkeep of such Common Area. The Association shall be authorized to accept, hold, and convey title to real and personal property and shall accept legal title to all Common Area which may be deeded to it, for the use and benefit of the members of the Association. The Association shall pay, or arrange for payment directly by its benefited members, on an equitable basis, of any charges required in connection with Common Area, including but not limited to taxes, insurance, street, sidewalk and pathway lighting, signs, directory boards, sprinkler systems, and other landscape maintenance equipment. For these purposes, the Association may assess its members as provided in Section 5.5.

5.4 Bylaws. The Association shall establish and adopt its own Bylaws for the conduct of its affairs, which shall include reasonable notice to each member prior to any meeting and a provision for the election of a Board of Directors.

5.5 Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it is so stated in such deed, shall be deemed to accept title to such Lot subject to an obligation to pay the Association: (i) annual assessments, and (ii) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees which are incurred by reason of the failure to pay such assessment shall be a charge on the property against which such assessment is made and shall be a continuing lien on such property.

(b) Annual Assessments. The amount of the annual assessment and the method of payment and collection thereof shall be established by the Board of Directors of the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

(c) Special Assessments. Special assessments may be levied by the Association for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by an affirmative vote of two-thirds of the voting power of the Association.

(d) Effect of Non-Payment of Assessment: Remedies of the Association. If any assessment is not paid within 30 days after the due date, the Owner obligated to pay such assessment may be required to pay a reasonable late charge to be determined by the Board of Directors of the Association. The Association may bring an action at law against the Owner to foreclose the lien against the property. When a lien is foreclosed, the Owner shall pay interest from the date of foreclosure at the highest rate then established by law for interest on judgments. No Owner may escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of its Lot.

(e) Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien on such Lot. However, the sale or transfer of any Lot pursuant to foreclosure under a first mortgage or first deed of trust shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, after the time for redemption applicable to the Association's lien shall have expired. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(f) Certificate of Assessments. The Association, upon demand, and for a reasonable charge, shall furnish a certificate setting forth whether the assessments for a specified Lot have been paid, and such certificate shall be binding upon the Association with respect to any purchaser relying thereon.

ARTICLE VI

Aurora CentreTech Design Review Committee

6.1 Establishment. There is hereby established an Aurora CentreTech Design Review Committee (the "Design

Review Committee") which shall consist of five members, all of whom shall be appointed by the Declarant.

6.2 Term. The initial members of the Design Review Committee shall serve the following terms: Three members shall have two year terms and two members shall have one year terms. Thereafter the regular term of office for each member shall be two years. Declarant may remove any member of the Design Review Committee upon written notice to such member.

6.3 Officers. The Design Review Committee shall select its own chairman and vice-chairman from among its members. The chairman or in his absence the vice-chairman shall be the presiding officer of its meetings. In the absence of both the chairman and the vice-chairman from a meeting, the members present shall appoint a member to serve as acting chairman at such meeting. Meetings shall be held upon call of the chairman in such location as shall from time to time be set by the Design Review Committee.

6.4 Voting. The vote of three members shall constitute the action of the Design Review Committee on any action. At least three members must be present in person to constitute a quorum.

6.5 Consultants. The Design Review Committee is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers or engineers to advise and assist the Design Review Committee in performing its functions.

6.6 Purpose. The purpose of the Design Review Committee is to establish and preserve a pleasant and desirable environment in the Aurora Centretech Park, to protect and promote the value of the Property, to establish design guidelines, to review and approve each Owner's site and building plans and specifications to ensure proper conformance with the Declaration and the design guidelines described herein, and to review and monitor the continued maintenance, beautification and community acceptance of Aurora Centretech Park.

6.7 Design Review Committee Approval and Control.

(a) No Owner shall perform or permit to be performed: site preparation; landscaping, building construction; sign erection; exterior change; modification, alteration, substitution

or enlargement of any existing structure; paving; fencing; other improvements to any Lot or other property or building or structure thereon; change of use of any Lot or other property or building or structure thereon or other alterations to a Lot unless the Design Review Committee has approved the plans and specifications and construction procedures to be used for such project. The Design Review Committee shall have authority to approve such plans and specifications upon terms and conditions reasonably designed to achieve the purposes of this Declaration and the Design Guidelines described in Paragraph 6.7(d) hereof. Alterations or remodeling which are completely within a building or structure and which do not change the exterior appearance and are not visible from the outside of the structure may be undertaken without Design Review Committee approval unless such alterations change the use of the building or structure. All actions taken by the Design Review Committee shall be in accordance with the rules and regulations established by the Design Review Committee. Such rules and regulations may be amended from time to time by action of the Design Review Committee that is consistent with and fulfills the purpose of this Declaration. The approval or consent of the Design Review Committee on matters properly coming before them shall not be unreasonably withheld, actions taken shall not be arbitrary or capricious and decisions shall be conclusive and binding on all interested parties, and such approval or consent shall not prohibit enforcement of the provisions of this Declaration. The Design Review Committee or its designated representative may monitor and conduct on-site inspections of any approved project to the extent required to insure that the construction or work on such project complies with any and all approved plans and construction procedures. The Design Review Committee or its designated representatives may enter upon any Lot at any reasonable time or times to inspect the progress, work status, or completion of any project.

(b) Within ten days following action of the Design Review Committee, its decision to approve or disapprove the project design shall be transmitted to the applicant. The decision shall become final if no written request for reconsideration is made to the Design Review Committee by the aggrieved party within 20 days following the decision of the Design Review Committee. If a request for reconsideration is timely made, the Design Review Committee shall reconsider the matter at its next regularly scheduled meeting. The decision rendered upon such reconsideration shall be transmitted to the aggrieved party and shall become final. Any decision by the Design Review Committee which results in disapproval of the project design shall specifically describe the purpose, development plan, covenant or regulations with which the project does not comply and the manner of noncompliance.

(c) Approval of the project design shall lapse and become void one year following the date of final approval of the project, unless a building permit is issued and 20% of the purchase price of the Lot on which the project is located or \$50,000.00, whichever is greater, shall have been expended on the physical improvement to such Lot within one year following the date of such final approval and such project shall be diligently pursued to completion.

(d) The Design Review Committee shall promulgate and publish rules and regulations (the "Design Guidelines") that shall state (i) general architectural design and materials requirements, (ii) procedures for review and approval of plans and specifications, and (iii) the general construction procedures that will or will not be allowed in Aurora Centretech Park. The Design Review Committee shall also promulgate and publish rules and regulations that shall set forth the procedures to be followed and material which must be provided in order to obtain approval of a proposed project by the Design Review Committee.

(e) Neither Declarant, the Association nor the Design Review Committee nor any of their respective officers, directors, employees or agents shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under this Article VI nor for any defects in construction pursuant to such plans and specifications. Approval of plans and specifications under this Article VI shall not constitute any representation by Declarant, the Association or the Design Review Committee that such plans or specifications are in compliance with applicable governmental regulations and shall not relieve any Owner of his obligation to comply with applicable governmental laws or regulations. In addition, neither the Design Review Committee nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

ARTICLE VII

Regulation of Improvements

7.1 Improvements, Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Lot until plans and specifications therefor have been approved by the Design Review Committee as more fully set forth in Article VI of this Declaration.

7.2 Setbacks. No building or structure shall at any time be erected on any Lot within the setback restrictions established and in effect by the City of Aurora, Colorado. In addition, no building or structure shall at any time be erected on any Lot within 30 feet from the golf course.

7.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each Owner and tenant shall be responsible for compliance with

the foregoing by its employees and visitors. Adequate off-street parking shall be provided by each Owner and tenant for customers and visitors. The location, number and size of parking spaces shall be subject to approval by the Design Review Committee pursuant to Article VI hereof. The minimum standards for such parking spaces shall be as established and in effect by the City of Aurora, Colorado. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage. Parking shall not be permitted within 25 feet of any street right of way, or within 30 feet from the golf course. Proper visual screening must be provided between any parking lot and any street. Any variation of the above shall be done only with the prior approval of the Design Review Committee.

7.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard of a building. Proper visual screening must be provided between any truck loading and receiving area and any street. Any variation of the above shall be done only with the approval of the Design Review Committee.

7.5 Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any Lot outside of any building on such Lot. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed or utilized without prior approval of the Design Review Committee.

7.6 Landscaping.

(a) All Lots shall be landscaped only in accordance with a plan submitted to and approved in writing by the Design Review Committee prior to any development of the Lot. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. All landscaping shall be done in a manner so as to protect existing shrubs and trees, and no existing shrubs or trees may be removed from a Lot without the prior approval of the Design Review Committee. Further, it shall be the responsibility of the Owner of a Lot to landscape and maintain the area between the lot lines of said Owner's Lot and the curbs of any public roadways adjacent to such Lot. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without sub-

mitting the revised landscaping plan for prior written approval by the Design Review Committee.

(b) All landscaping required hereunder or otherwise to be provided on any Lot shall be completed (completion for such purposes shall include payment therefor) within 60 days after the substantial completion of construction of any buildings to be constructed on the Lot; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, Declarant may, at its option, after giving the Owner 10 days' written notice forwarded to Owner (unless within such 10 day period the Owner of the Lot shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Lot in accordance with the landscaping plan. If Declarant undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner, and if said assessment is not paid within 30 days after written notice of such assessment from Declarant, said assessment will constitute a lien on the Lot and may be enforced as set forth in Article VIII hereof.

7.7 Maintenance. Each Owner of any Lot shall keep its buildings, improvements and appurtenances thereon in a safe, clean, maintained, neat, and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such Owner, tenant or occupant shall remove at its own expense any rubbish or trash of any character which may accumulate on its Lot. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the Lot by burning in open fires.

7.8 Signs. No signs shall be permitted within the Property without prior approval of the Design Review Committee. All signs shall conform with written sign standards for the Property as set forth in the Design Guidelines adopted by the Design Review Committee and all applicable laws and governmental regulations.

7.9 Utility Connections. All utility connections, including all electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the Property and where placed on the surface shall be adequately screened and fenced and all such installations shall be subject to prior approval of the Design Review Committee.

7.10 Height Restrictions. No building or appurtenance, including, but not limited to, water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed the height restrictions established and in effect by the City of Aurora, Colorado.

7.11 Lighting. All lighting shall conform with the Design Guidelines adopted by the Design Review Committee.

ARTICLE VIII

Enforcement

8.1 Abatement and Suit. The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Lots. These conditions, covenants, reservations and restrictions may be enforced as provided hereinafter by Declarant acting for itself and as trustee on behalf of all of the Owners. Each Owner by acquiring an interest in the Property irrevocably appoints the Declarant as its attorney-in-fact for such purposes. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarant (a) the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; (b) the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or

prevent them from doing so; (c) the right to cause said violation to be remedied and to recover damages for said violation.

8.2 Deemed to Constitute a Nuisance. Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant or occupant shall be applicable against every such violation and may be exercised by Declarant.

8.3 In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

8.4 The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefor.

ARTICLE IX

Right to Repurchase

9.1 If any Owner fails to expend 20% of the purchase price of its Lot or \$50,000.00, whichever is greater, on physical improvements to such Lot, within a two-year period commencing with the date of a conveyance from Declarant to an Owner, other than Declarant, Declarant shall have the right to repurchase the Lot at any time within 180 days after the expiration of said two-year period upon giving 15 days prior written notice of its intention to repurchase to said Owner. The repurchase price shall be the price paid by Owner for the Lot when purchased from Declarant plus reimbursement for any real property taxes paid by Owner relating to the Lot. The provisions of this Article shall be specifically enforceable as set forth in Article VIII of this Declaration. If Declarant fails to give written notice exercising its right of repurchase within the 180 day period aforesaid, said right of repurchase shall be deemed waived.

BOOK 4132 PAGE 543

"Commencement of construction of a building" as defined herein means that the Owner of the Lot has (a) obtained approval of the Design Review Committee as set forth in Article VI hereof; (b) obtained building permits from the appropriate governmental authorities authorizing construction of one or more buildings or other improvements as approved by the Design Review Committee; (c) entered into a construction contract with a contractor licensed to do business in Colorado for construction of one or more buildings or other improvements; and (d) expended at least the sum of Fifty Thousand Dollars (\$50,000.00) pursuant to such construction contract for on-site construction work.

ARTICLE X

Aicuz Restrictions

All Lots within the Air Installation Compatible Use Zone established by the Buckley Air National Guard, Aurora, Colorado, as adopted by the Department of Housing and Urban Development, United States of America (the "AICUZ Guidelines"), as shown on the attached map, in addition to the restrictions set forth herein, shall also be subject to and shall comply with the AICUZ Guidelines.

ARTICLE XI

Extension of Declaration to Include Additional Property

11.1 Declarant may at any time make subject to this Declaration other properties now or hereafter owned by Declarant by executing an instrument in writing applying this Declaration to such other properties and by recording the same in the office of the Clerk and Recorder of Arapahoe County, Colorado. Upon such recordation (a) this Declaration shall run with the Property already subject hereto and with such additional property as if such Declaration has always applied to all of said land from the date of inception of this Declaration; and (b) whenever thereafter in construing this Declaration reference is made to "the Property" said term shall mean and include not only the Property described in Exhibit "A" hereto, but also such additional properties, including all Common Area thereon. Such additional properties may be but need not be contiguous to other properties owned by Declarant and made subject to this Declaration.

ARTICLE XII

Amendment and Assignment

12.1 Amendment. The conditions, covenants, restrictions and reservations herein contained shall run with and bind the Property and all Lots included therein, for the term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. Any provision contained in this Declaration may be amended or repealed at any time and from time to time upon the written consent of the Owners of two-thirds of the Property (other than Common Area) subject to these restrictions; provided, however, that during the initial 30 year term of this Declaration, no such amendment shall be effective without the prior written approval of the Declarant. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Arapahoe County, Colorado, of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved as set forth above.

12.2 Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant contained herein may be assigned by Declarant to any person, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed by the Owners of two-thirds of the Property (other than the Common Area) upon compliance with the requirements of Paragraph 12.1 of this Article XII.

ARTICLE XIII

Water

13.01 Reservation. Declarant hereby reserves all ditches and ditch rights, all reservoirs and reservoir

rights, all water and water rights, including the right to surface water in the form of storm runoff, all wells and well water rights on, underlying, appurtenant to, or at any time used or to be used in connection with the Property including all of Declarant's right, title, and interest under Colorado law, including C.R.S. 1973, §37-90-137(4), to all appropriated, conditionally appropriated, or unappropriated water, water rights, and related interests of whatsoever kind and nature, owned or initiated by Declarant in and to all water contained in or available from any portion of the subsurface of the Property.

13.02 Conservation. Declarant recognizes that water is scarce in Colorado and desires to promote water conservation practices wherever practicable throughout the development of the Property. To that end, Owners and their design personnel are encouraged to meet as early as possible with the Design Review Committee to determine the best possible use of water conservation methods for an Owner's particular project including, but not limited to, placement of improvements on a Lot, use of native or drought-tolerant grasses to minimize the need for irrigation, and the use of water conservation devices within the improvements to be located on a Lot.

ARTICLE XIV

Aurora CentreTech Metropolitan District

On the date of the recording of this Declaration, the boundaries of Aurora CentreTech Park are substantially the same as the boundaries of the Aurora CentreTech Metropolitan District, which is charged with providing certain services, which may include, but not be limited to, water for fire protection and domestic uses, sewage treatment, street improvements, golf uses and facilities, parks and recreation facilities, transportation, and safety protection. Certain facilities and properties may be specifically designated from time to time as part of the Aurora CentreTech Metropolitan District. All policies and regulations of the Aurora CentreTech Metropolitan District shall be observed by the Owners and may be enforced, inter alia, under the provisions of Article XIII above.

ARTICLE XV

Golf Course

An 9-hole golf course with club house is planned as an open space core for a portion of the Property. The

property for the golf course has been previously conveyed to the City of Aurora, Colorado, and will not be Common Area. No Owner will acquire any automatic right to use the golf course or any related improvements on the basis of a purchase of any Lot on the Property.

ARTICLE XVI

Miscellaneous

16.1 Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

16.2 Prior Approval. Any approval required by the Design Review Committee under this Declaration, unless otherwise specified, shall be in writing, signed by one or more authorized officers of the approving entity.

16.3 Owner's Liability Subsequent to Sale. Upon sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of the conveyance. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Lot nor modify Declarant's right of repurchase pursuant to Article IX hereof, and any subsequent owner shall have only the time remaining, if any, to comply with Article IX.

16.4 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 8 day of March, 1983.



ATTEST

Judy Gray Johnson
Secretary

DUECK DEVELOPMENTS, INC.
an Arizona corporation

By: *Keith Dueck*
Vice President

BOOK 4132 PAGE 547

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me
this 21st day of March, 1984 by Kenneth P. Dueck
as President and Judy Gray Johnson
as Secretary of Dueck Developments, Inc.,
an Arizona corporation, on behalf of such corporation.

My commission expires: My Commission expires September 9, 1987

Witness my hand and official seal.



[SEAL]

Kandie L. Cotten
Notary Public

Address: 791 Chambers Rd. Suite 200
Durham, Co 80011

The undersigned, as holder of a Deed of Trust on
the Property, dated March 18, 1982, and recorded in Book
3596 at Page 547 of the real property records of Arapahoe
County, Colorado, hereby consents to the foregoing
Declaration of Protective Covenants and agrees that such
deed of trust shall be subject to this Declaration of
Protective Covenants.

Date: 3-21-84

Vernon H. Monroe

By: Vernon H. Monroe
Attorney-in-fact

Mable G. Monroe

By: Vernon H. Monroe
Attorney-in-fact

BOOK 4132 PAGE 548

The undersigned, as holder of a Deed of Trust on the Property, dated February 17, 1984, and recorded in Book _____ at Page _____ of the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Declaration of Protective Covenants and agrees that such deed of trust shall be subject to this Declaration of Protective Covenants.

Date: March 27, 1984

Western Federal Savings
& Loan Association

By: Henry E. Boyer
Executive Vice President

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 21st day of March, 1984 by Vernon H. Monroe as Attorney in Fact on behalf of Vernon H. Monroe and Mable G. Monroe.

My commission expires: 5/4/84

Witness my hand and official seal.

[Seal]

Chell W. Hardee
Notary Public

Address: 1544 Elmira
Aspen Colo 80510

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 27th day of March, 1984 by Henry E. Boyer

BOOK 4132 PAGE 549

as Executive Vice President of Western Federal Savings &
Loan Association on behalf of such association.

My commission expires: May 13, 1985

Witness my hand and official seal.

(Seal)

Delia A. Thompson
Notary Public

Address: My Commission Expires May 13, 1985
700 17th Street
Denver, Colorado 80202

Declaration of Protective Covenants
Aurora CentreTech Park
Exhibit "A"

BOOK 4132 PAGE 550

A tract of land in the Section 8, Township 4 South,
Range 66 West of the 6th P.M., City of Aurora, County of
Arapahoe, State of Colorado, and more particularly
described as follows:

All of Filing No. 1 and Lot 1, Block 2 of Filing No. 2
and all of Filing No. 3 except Lot 5, Block 3 of Filing
No. 3, Aurora CentreTech Park subdivision, Arapahoe
County, Colorado.

Recorded at 9:00 o'clock A M SEP 24 1985
 Reception No. 2581239 MARJORIE PAGE, Recorder

ANNEXATION TO
 AURORA CENTRETECH PARK
 AND
 AMENDMENT TO PROTECTIVE COVENANTS
 OF
 AURORA CENTRETECH PARK

BOOK 4553 PAGE 190

Recitals

1. On March 8, 1984 Dueck Developments, Inc., an Arizona corporation ("DDI"), executed a certain Declaration of Protective Covenants of Aurora CentreTech Park (the "Declaration") and recorded the Declaration on April 12, 1984 in Book 4132 at Page 530 in the real property records of Arapahoe County, Colorado.

2. By an Assignment and Assumption Agreement, dated as of December 28, 1984, DDI assigned all of its rights, powers and reservations under the Declaration to Dueck Industries Ltd., a Canadian corporation, organized under the laws of the Province of British Columbia, ("DIL").

3. DIL as the Declarant under the Declaration reserved the right to add and annex additional land to the property covered by the Declaration, and now wishes to exercise that right.

4. By its terms, the Declaration may be amended upon the written consent of two-thirds of the Owners (as defined in the Declaration). DIL as the Declarant has complied with this requirement and now wishes to amend the Declaration.

Annexation

DIL as the Declarant does hereby add and annex to the property covered by the Declaration all of the real property described on Exhibit A attached hereto and made a part hereof.

Amendments

DIL as the Declarant does hereby amend Article V of the Declaration as follows:

1. Section 5.5(a)(i) is hereby amended by substituting the word "periodic" for the word "annual".

2. The last sentence of Section 5.5(a) is hereby amended by substituting the word "periodic" for the word "annual".

3. Section 5.5(b) is hereby amended in its entirety to read as follows:

(b) Periodic Assessments. The amount and timing of the periodic assessments and the method of payment and collection thereof shall be established by the Board of Directors of the Association. The Board of Directors shall fix the amount of the periodic assessment against each Lot at least 30 days in advance of each such assessment period. Written notice of the periodic assessment shall be sent to every Owner subject thereto.

064125

EXCEPT to the extent provided herein, all other provisions of the Declaration shall remain in full force and effect.

EXECUTED as of this 13th day of August, 1985.

DUECK INDUSTRIES LTD., a Canadian corporation organized under the laws of the Province of British Columbia

ATTEST:

By: C. Bruce Thum
Asst. Secretary

By: Kenneth Dueck
Vice President

STATE OF COLORADO

COUNTY OF ARAPAHOE) ss.

The above and foregoing was acknowledged before me, this 13th day of August, 1985, by Kenneth Dueck as Vice-President and C. Bruce Thum as ASSISTANT SECRETARY of Dueck Industries Ltd., a Canadian corporation organized under the laws of the Province of British Columbia.

Witness my hand and official seal.

Dora L. Cox
Notary Public



My commission expires:

My Commission expires September 12, 1988
791 Chambers Rd. Suite 303
Aurora, Colorado 80011

(SEAL)

3
A8097031

11 -
A8097031
6/25/98 16:16:50
PG: 0001-002
11.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT is made this 25 day of June, 1998, by and between **DUECK INDUSTRIES LTD.**, a Canadian corporation organized under the laws of the province of British Columbia ("Assignor") and **CENTRETECH LAND INVESTORS LLC**, a Colorado limited liability company ("Assignee").

WHEREAS, Assignor is the successor in interest to Dueck Developments, Inc. as the Declarant under that Declaration of Protective Covenants of Aurora Centretech Park dated March 8, 1984, and recorded April 12, 1984 in Book 4132 at Page 530 of the records in the office of the Clerk and Recorder for Arapahoe County, Colorado, as amended by that Annexation to Aurora Centretech Park and Amendment to Protective Covenants of Aurora Centretech Park dated August 13, 1985, and recorded September 24, 1985 in Book 4553 at Page 190 of said records (the "Covenants"); and

WHEREAS, Assignor has, on this date, sold, transferred and conveyed to Assignee all of the remaining real property burdened by the Covenants remaining in the hands of Assignor; and

WHEREAS, pursuant to Section 12.2 of the Covenants, Assignor is empowered to assign its rights as the Declarant under the Covenants, and desires now to do so; and


WHEREAS, Assignee is willing to accept such assignment and to assume the duties of Declarant under the Covenants, to the extent herein provided.

NOW, THEREFORE, for good and valuable consideration paid by Assignor to Assignor, the receipt and sufficiency of which Assignor hereby acknowledges, the parties agree as follows:

1. Assignor hereby transfers and assigns to Assignee, all rights, powers and reservations of the Declarant under the Covenants.

2. Assignee hereby consent to the foregoing assignment and, from and after the date hereof, Assignee hereby assumes the duties of Declarant under the Covenants.

3. Assignee specifically does not assume or agree to pay any obligations or liabilities of Assignor accruing or arising out of events occurring prior to the date of this Assignment.

C1420359 

2-2

ASSIGNEE:

CENTRETECH LAND INVESTORS LLC,
a Colorado limited liability
Company

By: Fleisher-Smyth Company,
Its Manager

By Clark Smyth, President

STATE OF COLORADO)
COUNTY OF DENVER) SS.
BOULDER)

The foregoing document was acknowledged before me this 5 day of June, 1998 by Clark Smyth, President of Fleisher-Smyth Company as Manager of Centretech Land Investors LLC, a Colorado limited liability company.

My commission expires:

JOANNE E. POLANSHER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4-20-2000

Janne E Pol
Notary Public

STATE OF COLORADO)
) *Denver*) ss.
COUNTY OF ~~BOULDER~~)

The foregoing document was acknowledged before me this 5
day of June, 1998 by Kenneth Dueck as Vice President of
Dueck Industries Ltd., a Canadian corporation.

My commission expires:

JOANNE E. POLANSUEK
NOTARY PUBLIC
STATE OF COLORADO
 My Commission Expires 4-20-2000

Joanne E Pol
Notary Public

B2196546

10/17/2002 10:02:31

PG: 0001-002

11.00 DOC FEE:

TRACY K. BAKER
ARAPAHOE COUNTY

0.00

**ASSIGNMENT OF
DECLARANT'S RIGHTS AND WAIVER OF REPURCHASE RIGHTS**
(Declaration of Protective Covenants)

THIS ASSIGNMENT OF DECLARANT'S RIGHTS AND WAIVER OF REPURCHASE RIGHTS ("Assignment") is made this 16th day of October, 2002, by **CENTRETECH LAND INVESTORS LLC**, a Colorado limited liability company ("Assignor" and/or "Waiving Party") to **AURORA CENTRETECH, LLC**, a Colorado limited liability company ("Assignee").

WHEREAS, on or about June 25, 1998, Assignor and Dueck Industries Ltd., a Canadian corporation organized under the laws of the province of British Columbia, entered into an Assignment of Declarant's Rights, whereby Assignor was assigned the rights of the Declarant under that Declaration of Protective Covenants of Aurora Centretech Park dated March 8, 1984, and recorded April 12, 1984 in Book 4132 at Page 530 of the records in the office of the Clerk and Recorder for Arapahoe County, Colorado, as amended by that Annexation to Aurora Centretech Park and Amendment to Protective Covenants of Aurora Centretech Park dated August 13, 1985, and recorded September 24, 1985 in Book 4553 at Page 190 of said records (the "Covenants") a true and correct copy of which is attached to this Assignment; and

WHEREAS, Assignor has, on this date, sold and conveyed to Assignee the title to the land which is the subject of the aforementioned Assignment; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all rights of Assignor under the Covenants; and

WHEREAS, Assignor is willing to waive any and all rights it may have under the Covenants which would entitle Assignor to repurchase any parcel or portion of the property to which the Covenants pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby transfers and assigns to Assignee any and all rights and interests which Assignor now has or may hereafter acquire, including those as the Declarant under the Covenants, and Assignor does hereby waive any right or rights contained in the Covenants which would entitle Assignor to repurchase any parcel or portion of the property to which the Covenants pertain. The foregoing assignment is made without warranties or representations, express or implied, of any kind, nature or sort.

Assignee hereby acknowledges the rights of Assignor under the Assignment and the Covenants, without thereby enlarging upon, expanding or extending any rights from those expressly contained therein, and agrees to accept such assignment of rights.

when recorded return to:
Aurora Centretech LLC
7180 W. 14th Ave.
Lakewood, CO 80214
Attn: Ethan Jacobson

G:\3\3705\109\Assignment and Waiver.wpd
October 15, 2002 (5:53pm)

2/2

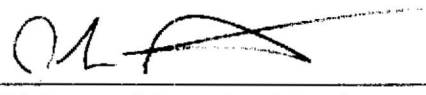
2/2

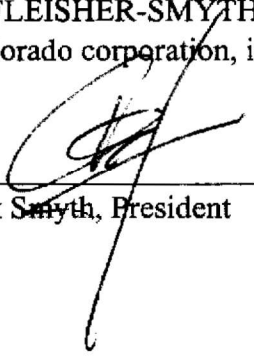
IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

Assignor:
CENTRETECH LAND INVESTORS LLC
a Colorado limited liability company

Assignee:
AURORA CENTRETECH, LLC
a Colorado limited liability company

By: FLEISHER-SMYTH COMPANY
a Colorado corporation, its Manager

By: 
John Richert, a Managing Member

By: 
Clark Smyth, President

B2196547

10/17/2002 10:02:31

PG: 0001-002

11.00 DOC FEE:

0.00

TRACY K. BAKER
ARAPAHOE COUNTY

A8097031

6/25/98 16:16:50

PG: 0001-002

11.00 DOC FEE:

0.00

ASSIGNMENT OF DECLARANT'S RIGHTS

DONETTA DAVIDSON
ARAPAHOE COUNTY

THIS ASSIGNMENT is made this 25 day of June, 1998, by and between **DUECK INDUSTRIES LTD.**, a Canadian corporation organized under the laws of the province of British Columbia ("Assignor") and **CENTRETECH LAND INVESTORS LLC**, a Colorado limited liability company ("Assignee").

WHEREAS, Assignor is the successor in interest to Dueck Developments, Inc. as the Declarant under that Declaration of Protective Covenants of Aurora Centretch Park dated March 8, 1984, and recorded April 12, 1984 in Book 4132 at Page 530 of the records in the office of the Clerk and Recorder for Arapahoe County, Colorado, as amended by that Annexation to Aurora Centretch Park and Amendment to Protective Covenants of Aurora Centretch Park dated August 13, 1985, and recorded September 24, 1985 in Book 4553 at Page 190 of said records (the "Covenants"); and

WHEREAS, Assignor has, on this date, sold, transferred and conveyed to Assignee all of the remaining real property burdened by the Covenants remaining in the hands of Assignor; and

WHEREAS, pursuant to Section 12.2 of the Covenants, Assignor is empowered to assign its rights as the Declarant under the Covenants, and desires now to do so; and

WHEREAS, Assignee is willing to accept such assignment and to assume the duties of Declarant under the Covenants, to the extent herein provided.

NOW, THEREFORE, for good and valuable consideration paid by Assignor to Assignor, the receipt and sufficiency of which Assignor hereby acknowledges, the parties agree as follows:

1. Assignor hereby transfers and assigns to Assignee, all rights, powers and reservations of the Declarant under the Covenants.

2. Assignee hereby consent to the foregoing assignment and, from and after the date hereof, Assignee hereby assumes the duties of Declarant under the Covenants.

3. Assignee specifically does not assume or agree to pay any obligations or liabilities of Assignor accruing or arising out of events occurring prior to the date of this Assignment.

C1420359

2-2

IN WITNESS WHEREOF the parties have executed this Assignment of Declarant's Rights as of the day and year first above written.

ASSIGNOR:

DUECK INDUSTRIES LTD.
a Canadian corporation

By [Signature]

ASSIGNEE:

CENTRETECH LAND INVESTORS LLC,
a Colorado limited liability
Company

By: Fleisher-Smyth Company,
Its Manager

By [Signature]
Clark Smyth, President

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

The foregoing document was acknowledged before me this 25
day of June, 1998 by Clark Smyth, President of Fleisher-
Smyth Company as Manager of Centretech Land Investors LLC, a
Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

JOANNE E. POLANSHEK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4-20-2000

[Signature]
Notary Public

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

The foregoing document was acknowledged before me this 25
day of June, 1998 by Kenneth Dueck as Vice President of
Dueck Industries Ltd., a Canadian corporation.

Witness my hand and official seal.

My commission expires: _____


(SEAL)

JOANNE E. POLANSHEK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4-20-2000

[Signature]
Notary Public

6/16/98 -- 11:36 am
0333705043\ASSONDEC.WPD

B3245790

21
Arapahoe County Clerk & Recorder, Tracy K. Baker
Reception #: B3245790
Receipt #: 4924919
Pages Recorded: 4
Recording Fee: \$21.00
Date Recorded: 11/14/2003 7:17:43 AM


SECOND AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS
OF AURORA CENTRETECH PARK

THIS SECOND AMENDMENT to Declaration of Protective Covenants of Aurora CentreTech Park is made and entered into this 13 day of November, 2003.

RECITALS

WHEREAS, on April 12, 1984, Dueck Developments, Inc., an Arizona corporation (the "Declarant") caused that certain Declaration of Protective Covenants of Aurora CentreTech Park dated March 8, 1984 (the "Declaration") to be recorded in the official records of the Clerk and Recorder for Arapahoe County, Colorado, at Reception No. 2396917 in Book 4132 at Page 530 and as amended on August 13, 1985 by that certain Annexation to Aurora CentreTech Park and Amendment to protective covenants of Aurora CentreTech Park recorded in the official records of the Clerk and Recorder for Arapahoe County, Colorado at Reception No. 2581239 in Book 4553, at Page 190;

WHEREAS, Aurora CentreTech, L.L.C., a Colorado limited liability company (the "Successor Declarant") is the successor declarant to the Declarant by virtue of that certain Assignment of Declarant's Rights and Waiver of Repurchase Rights, dated October 16, 2002 and Recorded and Reception Number B2196546, in the real property records of Arapahoe County;

WHEREAS, the owners of the Real Property are members of and/or have voting rights in and to Aurora CentreTech Park Association, a Colorado non-profit corporation ("ACPA"), which association is identified in the Declaration as Aurora CentreTech Association;

WHEREAS, the Successor Declarant owns the lots listed on Exhibit A which total more than two-thirds of the Lots contained on the Real Property (the "Successor Declarant's Property"); and

WHEREAS, pursuant to Article 12.1 of the Declaration, the Successor Declarant has the authority to amend the Declaration.

THEREFORE, the Successor Developer hereby amends the Declaration as follows:

1. Assessments. The Assessment shall be determined in accordance with the Bylaws.
2. Use Restriction. Notwithstanding anything contained in the Declaration in Article 6.7 or otherwise) to the contrary, the Design Review Committee shall have no right or obligation to approve or otherwise consent to the use of Lots 1 and 2, Block 1 of Aurora CentreTech Park Subdivision No. 7 more fully described in attached Exhibit B, that no Lot shall be used for adult entertainment, a flea market, a junk yard or other use which would constitute a nuisance.

when recorded return to:
Aurora Centretch
7180 W. 14th Ave.
Lakewood, CO 80214

2/4

3. 3. Ratification/Superceding Effect. Except as modified herein, the Successor Declarant hereby ratifies and affirms the Declaration (as previously amended). In the event of a conflict between the Declaration (as previously amended) and this Second Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the undersigned, being the Successor Declarant under the Declaration, has executed this Second Amendment to Declaration of Protective Covenants of Aurora CentreTech Park as of the date first set forth above.

AURORA CENTRETECH, L.L.C.,
a Colorado limited liability company

By

[Signature]

Its

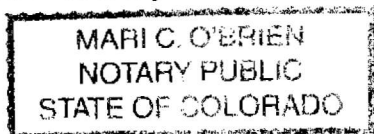
Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 13th day of November, 2003 by John C. Zickert as Managing Member of Aurora CentreTech, L.L.C., a Colorado limited liability company, on behalf of such corporation.

My commission expires: _____

WITNESS my hand and official seal.



My Comm. Expires: July 7, 2006

[Signature]
Notary Public

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

APPROVAL AND CONSENT

The undersigned, as president of Aurora CentreTech Park Association, a Colorado non-profit corporation (the "Association"), hereby acknowledges that the Association has approved and consents to the above Second Amendment to Declaration of Protective Covenants of Aurora CentreTech Park.

DATED this 13 day of November, 2003.

AURORA CENTRETECH
PARK ASSOCIATION,
a Colorado non-profit corporation

By: [Signature]

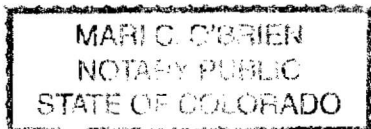
president
Treasurer

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 13th day of November, 2003 by John C. Richert, Treasurer ~~as president~~ of Aurora CentreTech, Park Association, a Colorado non-profit corporation, on behalf of such corporation.

My commission expires: _____

WITNESS my hand and official seal.



My Commission Expires July 7, 2006

[Signature]

Notary Public

**EXHIBIT A – LEGAL DESCRIPTION FOR
SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
AURORA CENTRETECH PARK**

A tract of land in the Section 8, Township 4 South, Range 66 West of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado more particularly described as follows:

All of Filing No. 1 and Lot 1, Block 2 of Filing No. 2 and of Filing No. 3 except Lot 5, Block 3 of Filing No. 3, Aurora Centretech Park Subdivision, Arapahoe County Colorado

and

Lot 3, Block 3, Aurora Centretech Park Subdivision, 14th Filing, County of Arapahoe, State of Colorado

B7050490

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B7050490
Receipt #: 5342517
Pages Recorded: 5
Recording Fee: \$26.00
Date Recorded: 4/20/2007 4:44:09 PM

WAIVER AND RELEASE OF REPURCHASE RIGHT

WHEREAS, the Declaration of Protective Covenants of Aurora Centretech Park (the "Declaration of Covenants") recorded April 12, 1984 in the real property records of Arapahoe County, Colorado under Reception 2396317 in Book 4132 at page 530, as amended by that certain Annexation to Aurora CentreTech Park and Amendment to Protective Covenants of the Aurora CentreTech Park, recorded August 13, 1985 at Reception No. 2581239, and further amended by that certain Second Amendment to Declaration of Protective Covenants of Aurora CentreTech Park, recorded November 14, 2003 at Reception No. B3245790 ("Declaration of Covenants"), provides in relevant part in Article IX, Section 9.1 as follows:

"If any Owner fails to expend 20% of the purchase price of its Lot or \$50,000, whichever is greater, on physical improvements to such Lot, within a two-year period commencing with the date of a conveyance from Declarant to an Owner, other than Declarant, Declarant shall have the right to repurchase the Lot at any time within 180 days after the expiration of said two-year period. . ."

WHEREAS, the Declarant's rights arising under the Declaration of Covenants were assigned to Centretech Land Investors LLC on June 25, 1998 as evidenced by the "Assignment of Declarant's Rights" recorded June 25, 1998 under Reception No. A8097031, and rerecorded on October 17, 2002 at Reception No. B2196547 in the real property records of Arapahoe County, Colorado;

WHEREAS, the Declarant's rights arising under the Declaration of Covenants were further assigned by Centretech Land Investors LLC to Aurora Centretech, LLC, as evidenced by the Assignment of Declarant's Rights and Waiver of Repurchase Rights recorded October 17, 2002 under Reception No. B2196546, in the real property records of Arapahoe County, Colorado;

WHEREAS, **VERIZON WIRELESS (VAW) LLC d/b/a Verizon Wireless**, a Delaware limited liability company ("**VERIZON WIRELESS**") has agreed to purchase certain property from Aurora Centretech, LLC, which is described on Exhibit A attached hereto (the "Property"), and which is subject to the Declaration of Covenants.

NOW THEREFORE, in order to induce **VERIZON WIRELESS** to complete its purchase of the Property, Aurora Centretech, LLC, for itself and its successors and assigns, hereby forever waives and releases its rights under Article IX of the Declaration of Covenants to repurchase the Property from **VERIZON WIRELESS** and any owner or future owner of the property.

Signature on immediately following page

Return to: Martha Dague
Cage & Williams
1433 17th Street
Denver CO 80202

Dated this 20 day of April, 2007.

AURORA CENTRETECH, LLC

By: [Signature]
John C. Richert, Managing Member

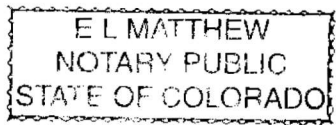
STATE OF COLORADO)
) ss:
COUNTY OF San Juan)

Subscribed, sworn to, and acknowledged before me this 20 day of April, 2007 by John C. Richert, as a managing member of AURORA CENTRETECH, LLC, a Colorado limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 5-31-08

[Signature]
Notary Public



My Commission Expires May 31, 2008

EXHIBIT A

Legal Description of Property

Our Order No: ABD70166343

PARCEL 1: _

— LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21, COUNTY OF ARAPAHOE, STATE OF COLORADO. _

— PARCEL 2: _

— LOT 9, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, COUNTY OF ARAPAHOE, STATE OF COLORADO. _

— PARCEL 3: _

— A PARCEL OF LAND BEING A PORTION OF LOT 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: _

**— BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10; _
THENCE SOUTH 00 DEGREES 05 MINUTES 32 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 10, A DISTANCE OF 97.41 FEET; _
THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE: _**

— 1) SOUTH 71 DEGREES 55 MINUTES 48 SECONDS WEST A DISTANCE OF 140. 92 FEET; _

2) THENCE NORTH 62 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 148.00 FEET;_
THENCE NORTH 27 DEGREES 33 MINUTES 57 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE WESTERLY LINE OF SAID LOT 10 A DISTANCE OF 72.90 FEET;_
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01 DEGREES 55 MINUTES 00 SECONDS, A RADIUS OF 280.00 FEET, A CHORD BEARING OF NORTH 26 DEGREES 36 MINUTES 25 SECONDS EAST A DISTANCE OF 9.37 FEET AND AN ARC DISTANCE OF 9.37 FEET;_
THENCE SOUTH 89 DEGREES 54 MINUTES 28 SECONDS EAST NON-TANGENT WITH THE LAST

LEGAL DESCRIPTION (continued)

Our Order No: ABD70166343

DESCRIBED CURVE ALONG THE NORTHERLY LINE OF SAID LOT 10 A DISTANCE OF 227.37 FEET TO THE POINT OF BEGINNING. _

_
PARCEL 4: _

_
A PARCEL OF LAND BEING A PORTION OF LOT 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1, AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: _

_
BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE;_
THENCE THE FOLLOWING TWO COURSES ALONG THE EASTERLY LINE OF SAID FILING 21: _

_
1) NORTH 18 DEGREES 04 MINUTES 17 SECONDS WEST A DISTANCE OF 178.08 FEET;_
2) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 58.76 FEET;_
THENCE THE FOLLOWING TWO COURSES ALONG THE EASTERLY LINE OF LOTS 9 AND 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED AT BOOK

83,

PAGE 41, RECEPTION NO. 2532034 IN THE COUNTY OF ARAPAHOE CLERK AND
RECORDERS

OFFICE: _

—
1) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 97.41 FEET;_
2) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 139.22 FEET;_
THENCE NORTH 89 DEGREES 56 MINUTES 14 SECONDS EAST ALONG THE
NORTHERLY LINE OF

SAID LOT 5, A DISTANCE OF 197.94 FEET TO THE NORTHWEST CORNER OF LOT 1,
BLOCK

1, VERIZON WIRELESS SUBDIVISION FILING NO. 1; _

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST NON-TANGENT WITH
THE

FOLLOWING DESCRIBED CURVE AND ALONG THE WEST LINE OF SAID VERIZON
WIRELESS

SUBDIVISION FILING NO. 1 A DISTANCE OF 431.38 FEET. _

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5, BLOCK 1, AURORA
CENTRETECH PARK

SUBDIVISION FILING NO. 1 ALONG THE ARC OF A CURVE TO THE LEFT HAVING A
CENTRAL

ANGLE OF 15 DEGREES 44 MINUTES 25 SECONDS, A RADIUS OF 535.00 FEET, A CHORD
BEARING OF SOUTH 76 DEGREES 46 MINUTES 28 SECONDS WEST A DISTANCE OF
144.14

FEET AND AN ARC DISTANCE OF 144.58 FEET TO THE POINT OF BEGINNING.

4419-262

RECEIVED
Recorded at 9:00 o'clock A.M. APR 22 1985
Receipt # 2523297 MARJORIE PAGE, Recorder
ORDINANCE NO. 85-18
A BILL
BOOK 4419 PAGE 262

FOR AN ORDINANCE REZONING A PARCEL OF LAND GENERALLY LOCATED SOUTH OF 6TH AVENUE AND 1500 FEET EAST OF CHAMBERS ROAD, COUNTY OF ARAPAHOE, STATE OF COLORADO, FROM M-1 (LIGHT INDUSTRIAL DISTRICT) TO B-1 (RETAIL BUSINESS DISTRICT) AND AMENDING THE AURORA ZONING MAP ACCORDINGLY. 18.942 ACRES (15800 E. 6TH AVE.) (THE ESTES COMPANY/ALLARD/CLAIR/RAENER)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the following described parcel of land generally located south of 6th Avenue and 1500 feet east of Chambers Road, County of Arapahoe, State of Colorado, and more particularly described in attached Exhibit "A" incorporated herein as though more fully set forth, be and the same is hereby rezoned to B-1 (Retail Business District) and the Aurora Zoning Map is hereby amended accordingly.

Section 2. This ordinance shall only take affect at such time as construction and development on the above-described property occurs, as defined by section 41-55(f) of the City Code. If such construction and development does not occur within two (2) years of the effective date of this ordinance, this ordinance shall be void and of no further force and effect.

INTRODUCED, READ AND ORDERED PUBLISHED this 11th day of February, A.D. 1985.

PASSED AND ORDERED PUBLISHED this 4th day of March, A.D. 1985.



ATTEST
DONNA L. YOUNG, Deputy City Clerk

APPROVED AS TO FORM: Robertson Rogers

Dennis Champine
DENNIS CHAMPINE, Mayor



First Publication: 2-20-85
Final Publication: 3-13-85
Effective Date: 4-12-85

ARCHIVES COPY
Do Not Remove From Files

EXHIBIT "A"
LEGAL DESCRIPTION

BOOK 4419 PAGE 263

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING ALL OF LOT 4 AND A PART OF LOTS 3 AND 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1, BOOK 59, PAGE 25, RECEPTION NO. 2216833, ARAPAHOE COUNTY RECORDS, AND A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, WHENCE THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8 BEARS N89°55'43"E;

THENCE N89°55'43"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 A DISTANCE OF 908.25 FEET;

THENCE S00°04'17"E A DISTANCE OF 80.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EAST SIXTH AVENUE, AS RECORDED IN BOOK 1887, PAGE 520, AND THE POINT OF BEGINNING;

THENCE N89°55'43"E ALONG A LINE 80.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 8 A DISTANCE OF 1075.98 FEET TO THE NORTH-SOUTH CENTERLINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE S00°03'32"W ALONG SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 580.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE S89°55'58"W ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 A DISTANCE OF 220.00 FEET;

THENCE S00°04'17"E A DISTANCE OF 52.00 FEET;

THENCE S89°55'43"W A DISTANCE OF 140.26 FEET;

THENCE S00°04'17"E A DISTANCE OF 37.63 FEET;

THENCE S89°55'43"W A DISTANCE OF 348.83 FEET;

THENCE S44°55'43"W A DISTANCE OF 35.36 FEET;

THENCE S00°04'17"E A DISTANCE OF 75.00 FEET;

THENCE S89°55'43"W A DISTANCE OF 517.58 FEET TO THE EASTERLY RIGHT OF WAY LINE OF EAST CENTRETECH PARKWAY;

THENCE THE FOLLOWING FOUR (4) COURSE ALONG SAID EASTERLY RIGHT OF WAY LINE;

1. THENCE N51°28'00"W ALONG A LINE BEING TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 51.68 FEET;

2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 51°23'43", A RADIUS OF 338.41 FEET, AN ARC LENGTH OF 303.56 FEET, A CHORD BEARING OF N25°46'09"W A DISTANCE OF 293.48 FEET;

3. THENCE N00°04'17"W ALONG A LINE BEING TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 23.29 FEET TO THE SOUTHERLY LINE OF LOT 1, BLOCK 1, AS SHOWN ON SAID PLAT;
THENCE N89°55'43"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 345.00 FEET TO THE EASTERLY LINE OF SAID LOT 1, BLOCK 1;
THENCE N00°04'17"W ALONG SAID EASTERLY LINE A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 18.942 ACRES MORE OR LESS.

ARCHIVES COPY
Do Not Remove From File

4454-121

Recorded at 1:45 o'clock JUN - 3 1985
M
Reception 2538744 MARJORIE PAGE, Recorder

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO
Civil Action No. A84CV7

BOOK 4454 PAGE 121

ORDER FOR INCLUSION

IN THE MATTER OF AURORA CENTRETECH METROPOLITAN DISTRICT,
ARAPAHOE COUNTY, COLORADO

THIS MATTER coming on for hearing, the Court having
examined the certified copy of Order and Resolution on file in
this proceeding:

IT IS ORDERED:

That the land and property hereinafter described shall
be, and are hereby included within the boundaries of the AURORA
CENTRETECH METROPOLITAN DISTRICT, subject to the terms and
conditions set forth in the Certified Copy of Resolution on
file in this proceeding.

The name and address of the owner of said property and
the legal description thereof are as follows:

Owner:

Dueck Industries Ltd.
By: Kenneth Dueck, Vice-President
791 Chambers Road
Suite 3000
Aurora, CO 80011

Description:

See "Exhibit I"

DONE IN OPEN COURT, this 7 day of May, 1985.

BY THE COURT:

George B. Lee, Jr.

DISTRICT JUDGE

BOOK 4454 PAGE 122

EXHIBIT 1
(2 pages)

Covering the Land in the State of Colorado, County of Arapahoe
Described as:

PARCEL B:

A parcel of land lying in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 4 South, Range 66 West of the 6th P.M., and being additionally described as follows:

COMMENCING at the Northwest Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8;
thence S00°06'43"W along the Westerly line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 136.21 feet to the Southerly line of that tract of land described in Book 1894 at Page 425, and being the POINT OF BEGINNING;
thence N89°55'58"E along the Southerly line of that tract of land described in Book 1894 at Page 425, and being parallel with the Southerly line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 661.60 feet to the Easterly line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 8;
thence S00°05'32"W along the Easterly line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 324.13 feet to the Southeast Corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8;
thence S89°55'58"W along the Southerly line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 661.71 feet to the Southwest Corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8;
thence N00°06'43"E along the Westerly line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 324.13 feet to the POINT OF BEGINNING.

PARCEL C:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 4 South, Range 66 West of the 6th P.M., and being additionally described as follows:

COMMENCING at the Northwest Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8;
thence S00°06'43"W along the Westerly line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 660.34 feet to the Northwest Corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 and being the POINT OF BEGINNING;
thence N89°55'58"E along the Northerly line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 661.71 feet to the Northeast Corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8;
thence S00°05'32"W along the Easterly line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 660.39 feet to the Southeast Corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8;
thence S89°56'14"W along the Southerly line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 661.94 feet to the Southwest Corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8;
thence N00°06'43"E along the Westerly line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 660.34 feet to the POINT OF BEGINNING.

BOOK 4454 PAGE 123

117823

2. Covering the Land in the State of Colorado, County of Arapahoe
Described as:

PARCEL A:

That parcel of land described in Book 1894 at Page 425 and lying in
the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 4 South, Range 66 West of
the 6th P.M., being additionally described as follows:

COMMENCING at the Northwest Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
Section 8;
thence S00°06'43"W along the Westerly line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
said Section 8 a distance of 80.00 feet to the Southerly right-of-
way line of 6th Avenue and being the POINT OF BEGINNING;
thence N89°55'43"E along said Southerly right-of-way line a distance
of 661.51 feet to the Easterly line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$
of said Section 8;
thence S00°05'32"W departing said Southerly right-of-way line and along
the Easterly line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8
a distance of 256.25 feet;
thence S89°55'58"W along a line parallel with Southerly line of the
NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 a distance of 661.60 feet
to the Westerly line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8;
thence N00°06'43"E along the Westerly line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$
of said Section 8 a distance of 256.21 feet to the POINT OF BEGINNING.

ARCHIVAL COPY
Do Not Remove From File

FORM (M) 410-10.7450

RETAIN PERMANENTLY

Document No. 148460
Plat No. 53-325-446
Grid No. 85/87

RECORDER'S STAMP

BOOK 4563 PAGE 141

in the _____ of Section 8
Township 4 S, Range 66 W, of the Sixth
Principal Meridian in the City of Aurora, County of Arapahoe
State of Colorado, the center line of the easement is described as follows:

METHOD OF PAYMENT (CASH) ~~XXXXXXXXXX~~

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery, and the right to permit the installation of the facilities of any other company. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the right and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege and interest granted shall terminate.

The work of installing and maintaining said lines and related fixtures and devices shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

WITNESSES:

GRANTOR:

Dueck Industries, Ltd.
a British Columbia Corporation

By: Kenneth Buck
Kenneth Buck
Title: Vice President

STATE OF COLORADO,)
County of COLORADO) ss.

The foregoing instrument was acknowledged before me this

1042 day of October, 19 85 by*
Vice President

My commission expires 9-12-88
Witness my hand and official seal.

* If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

NOTARY PUBLIC
791 Chambers Road, #500
ADDRESS Aurora Colo 80017

(OVER FOR ADDITIONAL NOTARIES)



MERRICK

LEGAL DESCRIPTION

BOOK 4563 PAGE 142

EXHIBIT 1

A UTILITY EASEMENT, 8 FEET WIDE, LYING IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING A PART OF LOT 3, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 7, RECEPTION NO. 2518420, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8 WHENCE THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8 BEARS S00°09'03"W;
THENCE S10°54'23"E A DISTANCE OF 328.87 FEET TO THE SOUTHERLY LINE OF AN EXISTING FIRELANE, ACCESS, AND UTILITIY EASEMENT AS SHOWN ON SAID PLAT OF AURORA CENTRETECH PARK SUBDIVISION FILING NO. 7 AND THE POINT OF BEGINNING;
THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING SIX (6) COURSES:

1. N89°55'43"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 55.00 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°34'23" A RADIUS OF 82.00 FEET, AN ARC DISTANCE OF 65.22 FEET, A CHORD BEARING S67°17'06"E AND A CHORD DISTANCE OF 63.52 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°34'23" A RADIUS OF 118.00 FEET, AN ARC DISTANCE OF 93.86 FEET, A CHORD BEARING S67°17'06"E AND A CHORD DISTANCE OF 91.40 FEET;
4. THENCE N89°55'43"E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 98.59 FEET;
5. THENCE S84°21'39"E A DISTANCE OF 50.25 FEET;
6. THENCE N89°55'43"E A DISTANCE OF 55.00 FEET TO THE WESTERLY LINE OF AN EXISTING 10 FOOT UTILITY EASEMENT;

THENCE S00°04'17"E ALONG SAID WESTERLY LINE A DISTANCE OF 8.00 FEET;

THENCE S89°55'43"W A DISTANCE OF 55.40 FEET;

THENCE N84°21'39"W A DISTANCE OF 50.25 FEET;

THENCE S89°55'43"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 98.19 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°34'23" A RADIUS OF 126.00 FEET, AN ARC DISTANCE OF 100.22 FEET, A CHORD BEARING N67°17'06"W AND A CHORD DISTANCE OF 97.60 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°34'23" A RADIUS OF 74.00 FEET, AN ARC DISTANCE OF 58.86 FEET, A CHORD BEARING N67°17'06"W AND A CHORD DISTANCE OF 57.32 FEET;

THENCE S89°55'43"W TANGENT WITH THE LAST DESCRIBED CURVE A

Merrick & Company, Engineers & Architects • P.O. Box 22028 • Denver, Colorado 80222 • Telephone: 303/751-0741



MERRICK

BOOK 4563 PAGE 143

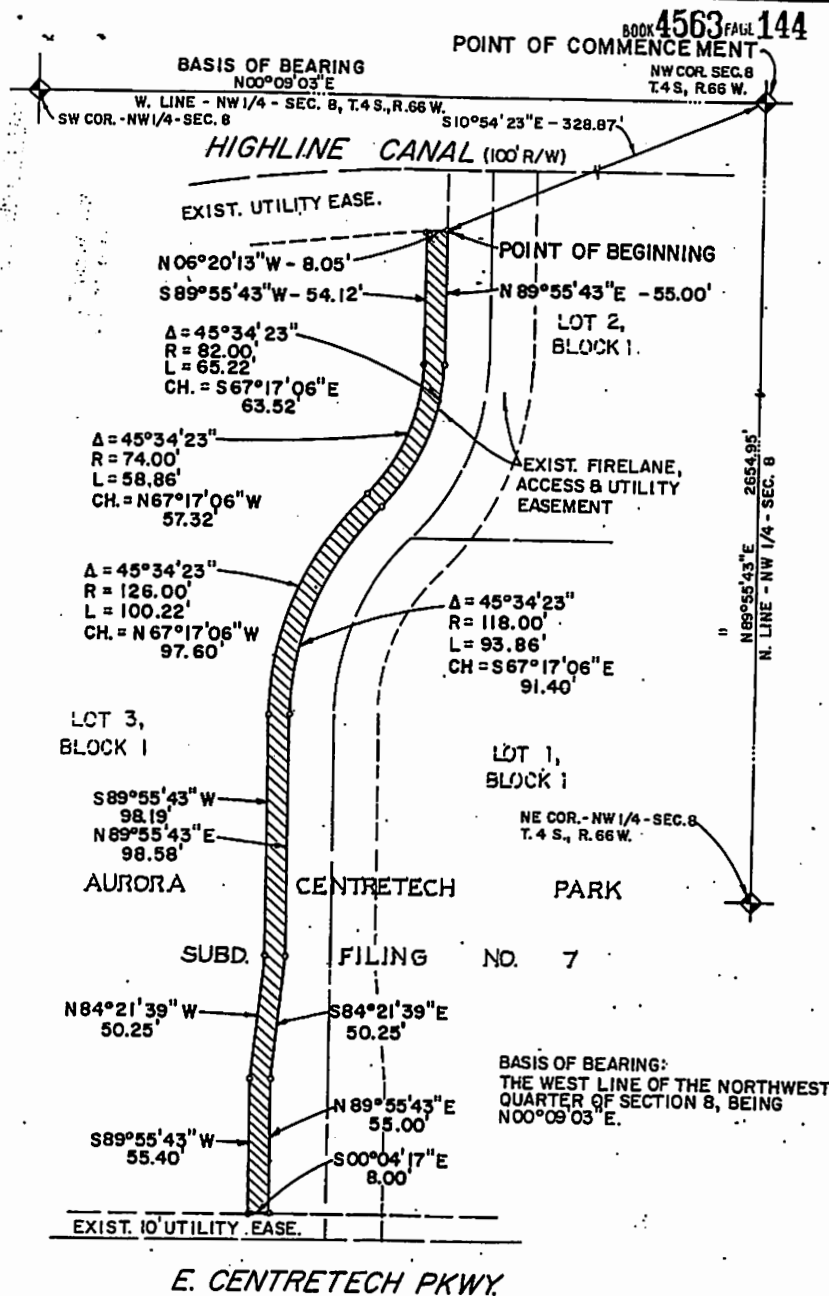
DISTANCE OF 54.12 FEET TO THE EASTERLY LINE OF AN EXISTING
UTILITY EASEMENT;
THENCE N06°20'13"W ALONG SAID EASTERLY LINE A DISTANCE OF
8.05 FEET TO THE POINT OF BEGINNING.
CONTAINING: 3340 SF (0.077 ACRE) MORE OR LESS.

THE BEARINGS USED IN THIS DESCRIPTION ARE BASED UPON THE WEST
LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH,
RANGE 66 WEST BEING S00°09'03"W.

OWNER: OUECK INDUSTRIES, LTD.
791 CHAMBERS ROAD, SUITE 300
AURORA, COLORADO 80011

PROPERTY IS VACANT LAND (NO ADDRESS)





OWNER:
DUECK INDUSTRIES, LTD.
791 CHAMBERS ROAD, SUITE 300
AURORA, COLORADO 80011

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

CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE NW 1/4 OF
SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST
OF THE 6th PRINCIPAL MERIDIAN, CITY OF AURORA,
COUNTY OF ARAPAHOE, STATE OF COLORADO.

DRAWN BY SLS	SCALE 1" = 50'	R-O-W FILE NO.
CHECKED BY	DATE 9-3-85	JOB NO. 126-5616A7

Recorded at 9:10 o'clock A M
 Reception No. 2591580 MARJORIE PAGE, Recorder

OCT 21 1985

BOOK 4576 PAGE 797

RATIFICATION OF PLATS

6-10-85 THIS RATIFICATION OF PLATS is made this 44 day of April, 1985, by Vernon H. Monroe and The Estate of Mable G. Monroe (collectively the "Monroes") whose address is c/o Clell W. Hardee, Esq., 1544 Elmira Street, Denver, Colorado 80010.

Recitals

A. The Monroes are the beneficiaries of that certain Deed of Trust, (the "Deed of Trust") dated March 18, 1982 from Dueck Developments, Inc., an Arizona corporation to the Public Trustee of Arapahoe County, Colorado, which Deed of Trust was recorded on March 23, 1982 at Book 3596 at Page 547 in the real property records of Arapahoe County, Colorado.

B. Paragraph 2(d) of the Addendum to the Deed of Trust provides that the Monroes shall join in the execution of any subdivision plat affecting the property covered by the Deed of Trust (the "Property") provided that the applicable release price for dedicated roads, streets or highways is paid to Beneficiary at the time of dedication.

C. The Monroes now wish to ratify and consent to certain plats affecting the Property.

Agreement

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Monroes hereby ratify and consent to the following described subdivision plats:

1. Aurora CentreTech Park Subdivision Filing Number 1 recorded on November 1, 1982 in Book 59 at Page 25, Reception Number 2216833 of the real property records of the County of Arapahoe, State of Colorado.
2. Aurora CentreTech Park Subdivision Filing Number 2 recorded on February 23, 1983 in Book 61 at Page 72, Reception Number 2250415 of the real property records of the County of Arapahoe, State of Colorado.
3. Aurora CentreTech Park Subdivision Filing Number 3 recorded on February 23, 1983 in Book 61 at Page 73, Reception Number 2250416 of the real property records of the County of Arapahoe, State of Colorado.
4. Aurora CentreTech Park Subdivision Filing Number 5 recorded on July 23, 1984 in Book 76 at Page 77, Reception Number 2433398 of the real property records of the County of Arapahoe, State of Colorado.
5. Aurora CentreTech Park Subdivision Filing Number 6 recorded on August 7, 1984 in Book 77 at Page 28, Reception Number 2438242 of the real property records of the County of Arapahoe, State of Colorado.

064282

6. Aurora CentreTech Park Subdivision Filing Number 7 recorded on April 8, 1985 in Book 82 at Page 59, Reception Number 2518420 of the real property records of the County of Arapahoe, State of Colorado.

7. Aurora CentreTech Park Subdivision Filing Number 8 recorded on February 19, 1985 in Book 82 at Page 6, Reception Number 2501674 of the real property records of the County of Arapahoe, State of Colorado.

8. Aurora CentreTech Park Subdivision Filing Number 9 recorded on February 19, 1985 in Book 82 at Page 7, Reception Number 2501675 of the real property records of the County of Arapahoe, State of Colorado.

Dated as of the date first set forth above.

Vernon H. Monroe
Vernon H. Monroe

Vernon H. Monroe
Vernon H. Monroe as Personal
Representative of The Estate
of Mable G. Monroe

STATE OF COLORADO

COUNTY OF Adams

October The above was acknowledged before me this 4th
~~February~~, 1985, by Vernon H. Monroe.

Witness my hand and official seal.

Cliff W. Warden
Notary Public

My commission expires: 5/4/86



STATE OF COLORADO

COUNTY OF Adams

The above was acknowledged before me this 4th day of
February, 1985, by Vernon H. Monroe as Personal Representative
of The Estate of Mable G. Monroe.

Witness my hand and official seal.

Cliff W. Warden
Notary Public

My commission expires: 5/4/86



Recorded at 10:36 o'clock A M NOV 22 1985
 Reception No. 2604009 MARJORIE PAGE, Recorder

RIGHT OF WAY AGREEMENT

BOOK 4605 PAGE 608

THIS AGREEMENT, made and entered into as of this 9th day of August, 1985, by and between DUECK INDUSTRIES LTD., hereinafter called "Grantor" and CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereinafter called "Board".

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Board, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Board, its successors and assigns a permanent right-of-way for access across the following described parcel of land situate lying and being in the County of Arapahoe and State of Colorado, to wit:

A parcel of land situated in the northwest quarter of the northwest quarter (NW 1/4 NW 1/4) of Section 8, Township 4 South, Range 66 West of the Sixth Principal Meridian, being more particularly described as follows:

A strip of land thirty-six (36) feet in width being eighteen (18) feet on each side of the following described centerline:

Beginning at a point on the east boundary of the Board's property for the High Line Canal, whence the northwest corner of said Section 8 bears North 7°10'14" West a distance of 307.36 feet more or less; thence North 89°55'43" East a distance of 78.85 feet to a point; thence along the arc of a curve to the right having a radius of 100.00 feet a distance of 79.54 feet (the chord of which bears South 67°17'05" East a distance of 77.46 feet) to a point on reverse curvature; thence along the arc of a curve to the left having a radius of 100.00 feet a distance of 79.54 feet (the chord of which bears South 67°17'05" East a distance of 77.46 feet) to a point; thence North 89°55'43" East a distance of 213.59 feet more or less to the point of terminus on the west boundary of East Centreteck Parkway, as shown on D.M.D. drawing Dr. 402 No. 562, a copy of which is attached hereto and made a part hereof.

The above described parcel contains 16,255 square feet (0.37 acre more or less).

IT IS HEREBY MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. The Board's access across the right-of-way described above is limited to vehicles with rubber tires operating within the City of Aurora's standards for local streets.
2. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.
3. In case the Board shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the Board shall cease and terminate, and the Grantor shall hold said premises, as the same may then be, free from the rights so abandoned but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the Board at the time of the abandonment of Board rights.
4. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement as of the day and year first above written.

ATTEST:

By C. Bruce Thuman
 Assistant Secretary

DUECK INDUSTRIES LTD.

By Kurt Dueck
 Vice President

STATE OF COLORADO

COUNTY OF Arapahoe

BOOK 4605 PAGE 609

ss.

The above and foregoing was subscribed and sworn to before me
by Kenneth Dueck as Vice President and C. Bruce Thumm
as Assistant Secretary of Dueck Industries Ltd. this 7th day
of August, 1985.

Witness my hand and official seal.

My commission expires:

My Commission expires September 12, 1988
791 Chambers Rd. Suite 300
Aurora, Colorado 80011

Paige L. Cox
Notary Public

GRANTEE:

CITY AND COUNTY OF DENVER
acting by and through its
BOARD OF WATER COMMISSIONERS

By H. H. Miller
Manager

APPROVED:

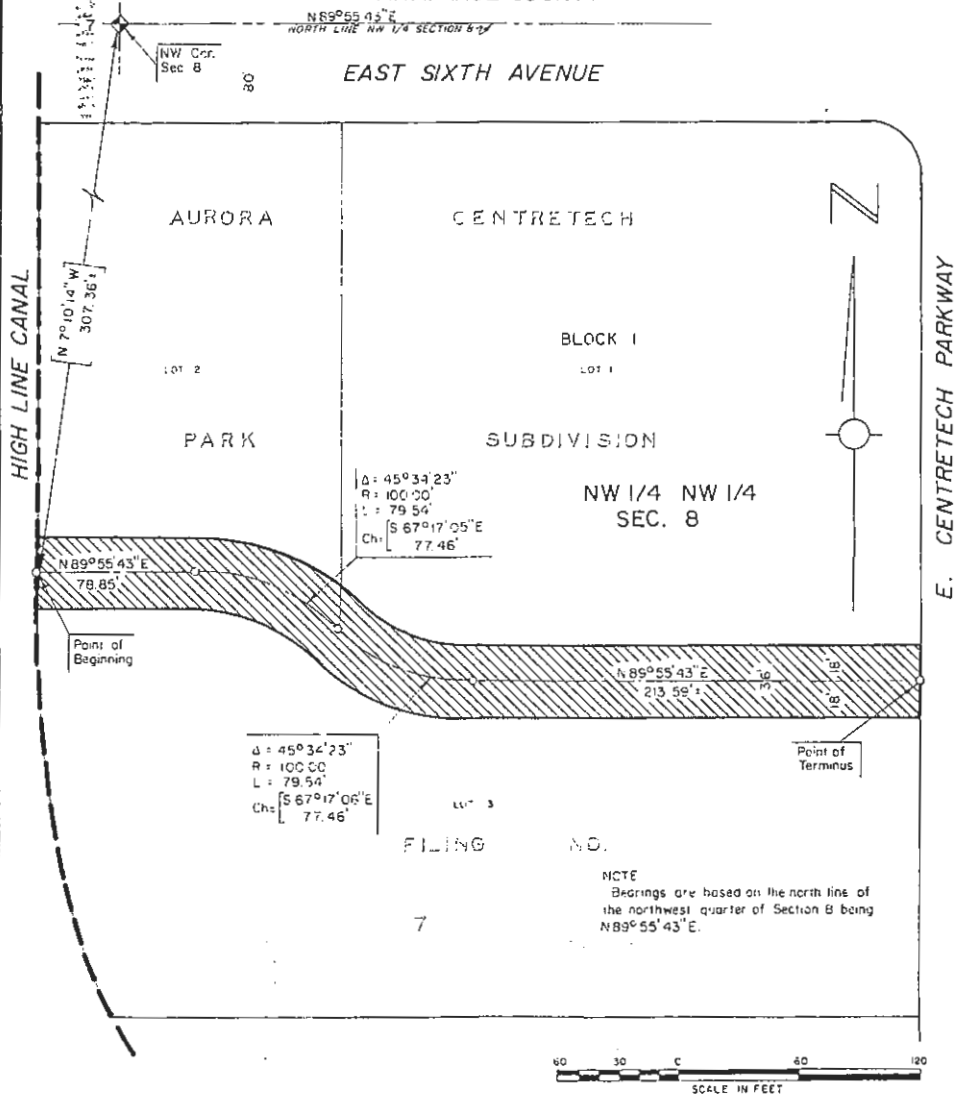
Carl E. Carlson
Director of Plant

J. E. Spivey
Director of Engineering

APPROVED AS TO FORM:

Mary R. Moore
Legal Division

NW 1/4 SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST 6th P.M.
ARAPAHOE COUNTY



LEGEND



RIGHT-OF-WAY ACQUIRED
BOUNDARY D.W.D. PROPERTY

DOCUMENT DATED
SECY FILE DOC

PARCEL CONTAINS 16,255 SQ. FT. (0.37 ACRE ±)

DENVER WATER DEPARTMENT

HIGH LINE CANAL
RIGHT-OF-WAY ACQUIRED FROM
DUECK INDUSTRIES LTD.

SCALE: 1" = 60' DATE: JULY 12, 1985

DRN. BKH TR. CK. X/D

APP. DR. 402 NO. 562

Recorded at 3:40 o'clock
 MAY 29 1987
 2843911
 No. 86-3-20

RECEIVED

MAY 29 1987

Recorder

LICENSE AGREEMENT

300-5162 PAGE 584

THIS LICENSE AGREEMENT, made this 12th day of MAY, A.D. 1987, between the CITY OF AURORA, COLORADO, a municipal corporation, acting by and through its DIRECTOR OF PARKS herein referred to as "City," and Aurora Centretech Park Association herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH That:

The term "Licensee" shall include employees, agents and contractors of Licensee.

The term "property" as used herein refers to real property and includes easements, rights-of-way and other City interests in land and may sometimes be referred to herein as "City property."

The City, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth, does hereby authorize the Licensee, its successors and assigns, to:
 Construct, operate, maintain, repair and replace landscaping and median planters situated in the SW1/4 of Section 8, T4S, R66W of the 6th P.M., Arapahoe County, Co.

at the location described in Exhibits "A", "B", "C", "D" & "E", attached hereto and made a part hereof by reference.

CONSTRUCTION REGULATIONS

Any construction initiated under this License shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Director of Utilities of the City, Ordinances of the City and any and all state statutes.

PLAN REVIEW

The Licensee, at least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the City for its approval a duplicate set of final detailed plans of the installation Licensee proposes to construct, utilize, modify, repair, replace or maintain hereunder. No construction will be permitted on the licensed premises until the City has approved the plans therefor.

NOTICE OF CONSTRUCTION

The Licensee shall notify the City at least three (3) days prior to commencement of the construction of, modifications or repairs to, Licensee's installation, so that the City may make such inspections as it deems necessary. In the event of emergency repairs required for safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs but shall notify the City of the nature and extent of any such emergency work.

RESERVATION OF RIGHTS IN PROPERTY

In granting this License, the City reserves the right to make full use of the property involved as may be necessary or convenient, and the City retains all right to operate, maintain, install, repair, remove or relocate any of its facilities located within the City's property at any time and in such a manner as it deems necessary or convenient. In the event Licensee's installations should interfere with the City's use or operation of its property, at any time hereafter, the Licensee shall, upon request by the City and at Licensee's sole expense, immediately relocate, rearrange or remove its installation so as not to interfere with any such City use.

All trenches and excavations within City property shall be backfilled in the following manner: The trench or excavation shall be backfilled to the original ground line using only suitable soft earth material. The backfill material shall be deposited in layers not to exceed eight (8) inches loose measure for the full width of the trench. Layers shall be brought up uniformly and compacted with mechanical tampers capable of exerting a blow at least equivalent to 250 pounds per square foot, to 90% of Standard Proctor Maximum Density. The moisture content of the material shall be adjusted as required to secure the above density. The amount of water used shall be sufficient

BACKFILLING

All service lines within the City's property from the facility herein licensed shall be installed in a manner satisfactory to the City.

SERVICE LINE INSTALLATION

Licenses shall not trim or cut down any trees, shrubs or brush on the City's property without permission of the City. When required by the City, licensee, at its expense, shall trim or cut down trees, shrubs or brush and remove and dispose of the cutting debris to the satisfaction of the City.

TREE TRIMMING

The licensee shall, if required by the City, place and maintain permanent, visible markers of a type and at locations designated by the City to define the centerline of licensee's installation. If the placing of the centerline markers is not completed within the time specified, the City may complete the work at the sole expense of the licensee.

MARKERS

All City roads, fencing and other facilities which are disturbed by the construction of licensee's installation shall, within the time prescribed in paragraph headed COMPLETION AND CLEANUP hereof, be restored to a condition satisfactory to the City. City roads and fencing disturbed by the reconstruction, maintenance, modification, operation, repair or replacement of licensee's facilities shall immediately be restored by licensee to a condition satisfactory to the City. Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the City. If restoration is not accomplished by the licensee within the time specified, the City, at its election, may perform such restoration at licensee's expense. Licensee shall conduct all construction, modification, operation, repair, replacement and maintenance of its installations in such a manner that the City at all times shall have full and complete access to its property.

RESTORATION OF ROADS, FENCES AND FACILITIES

The licensee shall complete its installation, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within 30 days from the date of commencement of construction. In the event clearing and restoration of the area is not completed within the time specified, the City may complete the work at the sole expense of the licensee.

COMPLETION AND CLEANUP

5162-585

to obtain the maximum density specified. When moisture is in excess of that necessary for proper compaction, the Licensee shall be required to grade, mix or otherwise process wet material to proper moisture content or haul in suitable material. Tamping equipment shall be subject to the approval of the City.

INTERFERENCE WITH CITY FACILITIES

At no time shall Licensee interfere with City facilities, and licensee shall assume all risks incident to the presence of City facilities.

CARE AND REPAIR OF CITY FACILITIES

Licensee will use all reasonable means to prevent any loss or damage to the City or to others resulting from the construction, modification, replacement, repair, operation and maintenance of Licensee's installation. Any repair or replacement of any of the City's installations on its property made necessary, in the opinion of the City, because of the construction, modification, operation, maintenance, repair or replacement of Licensee's installation, shall be made only by the City and at the sole expense of the Licensee.

INSURANCE REQUIREMENTS

Licensee shall purchase a Comprehensive General Liability Insurance Policy with minimum limits of \$500,000 combined single limit for each occurrence. This policy should have a Broad Form Endorsement and include the following coverages: Blanket Contractual Liability, Broad Form Property Damage, Completed Operations and Personal Injury. This policy shall be attached hereto and incorporated herein. Additionally, there shall be an endorsement attached to said policy and incorporated therein on said policy providing for thirty (30) days' written notice to the Risk Management Office of the City in the event of any material change or cancellation. The amount designated in this policy shall in no way exclude the City from pursuing further remedies against the Licensee, its successors, assigns, servants or agents, in case of injury to the City's property.

INDEMNIFICATION

Licensee shall indemnify and save harmless the City, its officers, employees and agents, against any and all claims, damages, actions or causes of action and expense to which it, or they, may be subjected by reason of Licensee's installation being located within and across the property of the City or by reason of any work done or omission or negligence made by Licensee, its agents or employees, in connection with the construction, operation, modification, replacement, maintenance, repair or removal of Licensee's installation. If the construction of all or any part of Licensee's installation is to be performed by an independent contractor under contract with the Licensee, the Licensee shall so notify the City and shall incorporate the stipulations and conditions of this License into the contract specifications and, if required by the City, cause said independent contractor to obtain, prior to commencement of the work, an insurance policy or policies in amounts and with companies satisfactory to the City, which will protect the City from any loss or damage resulting from the work performed by the contractor.

EXPENSES TO BE BORNE BY LICENSEE

All work authorized by this License shall be performed by the Licensee at no expense to the City and, except as otherwise set forth herein, Licensee shall own and maintain its installation thereafter.

NO WARRANTY OF TITLE

PROJ. 5162 PAGE 587

The rights and privileges granted in this License are subject to prior Agreements, Licenses and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the City's property hereunder and to resolve any conflict.

REVERSION

If the Licensee does not use the right herein granted on its installation for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License, the City may, at its election, revoke this License forthwith by written notice to the Licensee in person or by mail at Licensee's last-known address. Upon expiration of this period, the Licensee shall remove the installation. If the Licensee does not remove said installation within the time allowed, the City may remove said installation at Licensee's expense without liability to Licensee.

ABANDONMENT

Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the City, its officers, employees and agents, shall not terminate in any event.

ASSIGNMENTS

The rights granted Licensee hereunder may not be assigned without the written consent of the City.

FEES

The base license fee includes eight (8) hours of inspection by the City; and if the City requires further inspection, Licensee shall pay therefor at the rate of \$15.00 per hour.

REVOCAILITY

The City may, at any time, by giving the Licensee thirty (30) days' written notice, terminate this Agreement.

REMOVAL OF FACILITIES

If the City at any time during the period of this License deems it necessary to excavate in the area of the crossing for which this License is granted, for construction, modification, replacement, repair, operation of, or maintenance of any of its utility lines, mains or facilities, which work requires the moving of the Licensee's utility lines, mains or facilities, such costs of movement of the Licensee's utility lines, mains or facilities shall be borne by the Licensee.

SPECIAL CONDITIONS

This License is subject to the foregoing conditions and to the following special conditions:

NONE

PARAGRAPH HEADINGS

The headings of the several paragraphs of this agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

RECORDATION

Following execution of this Agreement by both parties hereto, the City shall cause this Agreement to be recorded with the Arapahoe County Clerk and Recorder's Office in Arapahoe County, Colorado.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

CITY OF AURORA, COLORADO,
a municipal corporation

By: B. Swaldo
Director of Parks

Reviewed by:
[Signature]
Real Property

Reviewed by:

[Signature]
Assistant City Attorney

[Signature]
Risk Management

The undersigned authorized officer of Aurora Centrectech Park Association has read the foregoing License Agreement and agrees for and in behalf of said Company that it will accept and will abide by all the terms and conditions thereof.

ATTEST:

Aurora Centrectech Park Association
LICENSEE

N/A

By: [Signature]
TITLE

Address:

c/o Duesch Group of Companies
791 Chambers Rd., Suite 300
Aurora, Co. 80011

Phone: _____

FILED
[Signature]
FIRE

-5-

REVIEWED
BY: [Signature]
UTILITIES

REVIEWED
BY: [Signature]
TRAFFIC

E. 1ST AVE. & CHAMBERS ISLAND
REF.: 126-5616 CO
JANUARY 9, 1986

BOOK 5162 PAGE 589

EXHIBIT A

MEDIAN/PLANTER LICENSE AGREEMENT

A LICENSE FOR THE CONSTRUCTION AND MAINTENANCE OF THE LANDSCAPING IMPROVEMENTS IN THE MEDIAN/PLANTER IN EAST FIRST AVENUE SITUATED IN THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8, WHENCE THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8 BEARS $N00^{\circ}09'03"E$;

THENCE $N89^{\circ}56'45"E$ ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 136.00 FEET;

THENCE $N00^{\circ}03'15"W$ A DISTANCE OF 6.50 FEET TO THE POINT OF BEGINNING;

THENCE $N89^{\circ}56'45"E$ ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 236.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $180^{\circ}00'00"$, A RADIUS OF 6.50 FEET, A CHORD BEARING OF $S00^{\circ}03'15"E$, A DISTANCE OF 13.00 FEET, AND AN ARC LENGTH OF 20.42 FEET;

THENCE $S89^{\circ}56'45"W$ TANGENT WITH THE PREVIOUSLY AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 236.00 FEET;


THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $180^{\circ}00'00"$, A RADIUS OF 6.50 FEET, A CHORD BEARING OF $N00^{\circ}03'15"W$, A DISTANCE OF 13.00 FEET, AND AN ARC LENGTH OF 20.42 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3201 SQUARE FEET (0.073 ACRES, MORE OR LESS).

PROPERTY IS VACANT, NO ADDRESS.

OWNERSHIP: CITY OF AURORA
1470 S. HAVANA STREET
AURORA, COLORADO 80012

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST BEING $N00^{\circ}09'03"E$.


NELSON L. O'CONNOR
FOR AND ON BEHALF OF MERRICK & CO. P.L.S. 22100

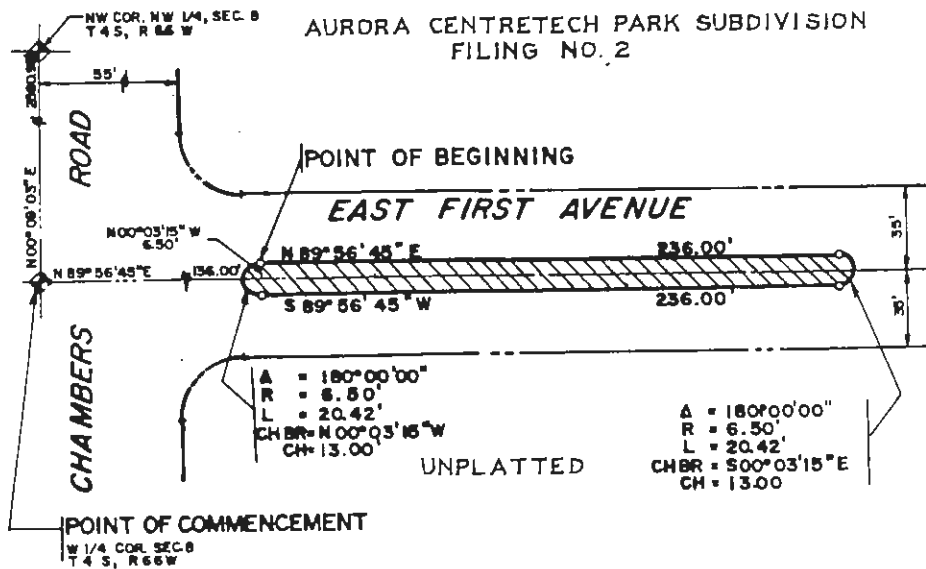
WITNESSED
BY: 
JW

EXHIBIT A
MEDIAN/PLANTER LICENSE AGREEMENT

BOOK 5162 PAGE 590



SCALE: 1" = 50'



BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 8, T4S, R66W BEING N 00° 09' 03" E.

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

PARCEL CONTAINS: 3,201 SQ. FT. MORE OR LESS (0.073 AC.)

PROPERTY IS VACANT, NO ADDRESS.

OWNERSHIP: CITY OF AURORA
1470 S. HAVANA ST.
AURORA, COLORADO 80012

CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE NW 1/4 & SW 1/4 SECTION 8 TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

DRAWN BY BB-G	SCALE 1" = 50'	R-O-W FILE NO.
CHECKED BY	DATE 1-13-86	JOB NO. 126-5616 C8

E. 1ST AVE.
REF.: 126-5616 CO
JANURARY 9, 1986

300-5162 PAGE 591

EXHIBIT B

LANOSCAPE LICENSE AGREEMENT

A LICENSE FOR THE CONSTRUCTION AND MAINTENANCE OF THE LANOSCAPHING IMPROVEMENTS IN ALAMOSA SUBDIVISION FILING NO. 1, OWNED BY THE CITY OF AURORA SITUATED IN THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8, WHENCE THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8 BEARS N00°09'03"E;

THENCE N89°56'45"E ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 128.91 FEET;

THENCE S00°03'15"E A DISTANCE OF 32.00 FEET TO THE SOUTHERLY DEED LINE OF EAST 1ST AVENUE BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID SOUTHERLY DEED LINE THE FOLLOWING FOUR (4) COURSES;

- (1) THENCE N89°56'45"E A DISTANCE OF 427.55 FEET;
- (2) THENCE N87°16'26"E A DISTANCE OF 150.16 FEET;
- (3) THENCE N89°56'45"E ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 200.00 FEET;
- (4) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40°03'50", A RADIUS OF 525.00 FEET, A CHORD BEARING OF N69°54'50"E, A DISTANCE OF 359.67 FEET, AND AN ARC DISTANCE OF 367.10 FEET TO THE EASTERLY DEED LINE OF AURORA CENTRETECH PARK SUBDIVISION FILING NO. 2;

THENCE ALONG THE SAID EASTERLY DEED LINE THE FOLLOWING TWO (2) COURSES;

- (1) THENCE S58°45'30"E ALONG SAID DEED LINE NON-RADIAL TO THE PREVIOUSLY DESCRIBED CURVE AND TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 3.92 FEET;

E. 1ST AVE.
REF.: 126-5616 CO
JANUARY 9, 1986
PAGE 2

300-5162 PAGE 592

- (2) THENCE ALONG SAID DEED LINE, ALONG THE ARC OF A CURVE TO THE RIGHT NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE HAVING A CENTRAL ANGLE OF $05^{\circ}33'25''$, A RADIUS OF 334.47 FEET, A CHORD BEARING OF $S55^{\circ}58'45''E$, A DISTANCE OF 32.43 FEET, AND AN ARC LENGTH OF 32.44 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $41^{\circ}05'56''$, A RADIUS OF 560.00 FEET, A CHORD BEARING OF $S69^{\circ}23'46''W$, A DISTANCE OF 393.14 FEET, AND AN ARC LENGTH OF 401.70 FEET; THENCE $S89^{\circ}56'45''W$ ALONG A LINE TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 199.18 FEET;

THENCE $S87^{\circ}16'26''W$ A DISTANCE OF 150.16 FEET;

THENCE $S89^{\circ}56'45''W$ A DISTANCE OF 453.38 FEET;

THENCE $N00^{\circ}02'38''E$ ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 10.04 FEET;

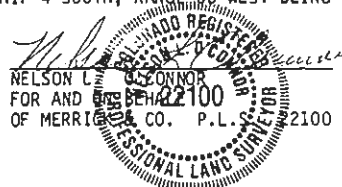
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $89^{\circ}54'07''$, A RADIUS OF 25.00 FEET, A CHORD BEARING OF $N44^{\circ}59'42''E$, A DISTANCE OF 35.33 FEET, AND AN ARC LENGTH OF 39.23 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 41427 SQUARE FEET (0.951 ACRES MORE OR LESS).

PROPERTY IS VACANT, NO ADDRESS.

OWNERSHIP: CITY OF AURORA
1470 S. HAVANA STREET
AURORA, COLORADO 80012

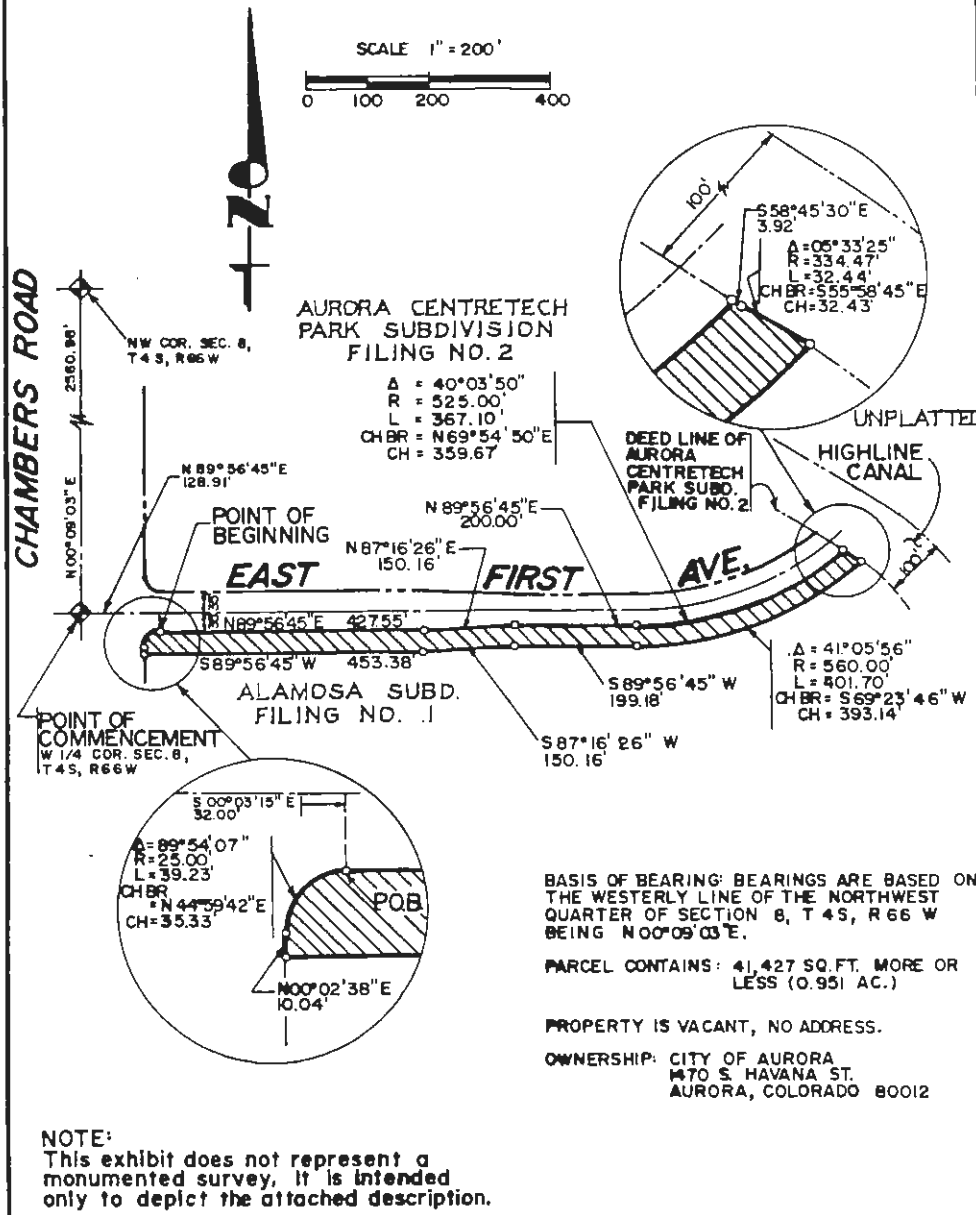
BEARINGS ARE BASED ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST BEING $N00^{\circ}09'03''E$.



REVIEWED
BY: K. W. [Signature]
JW

EXHIBIT B LANDSCAPE LICENSE AGREEMENT

5162 PAGE 593



CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE NW 1/4 & SW 1/4 SECTION 8 TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

DRAWN BY B.B.G.	SCALE 1" = 200'	R-O-W FILE NO.
CHECKED BY	DATE 1-10-86	JOB NO. 126-5616 C0

BUCKLEY ROAD & E. CENTRETECH PKWY
REF.: 126-5616 CO
JANUARY 9, 1986

200-5162 PAGE 594

EXHIBIT C

MEDIAN/PLANTER LICENSE AGREEMENT

A LICENSE FOR THE CONSTRUCTION AND MAINTENANCE OF THE LANDSCAPING IMPROVEMENTS IN THE MEDIAN/PLANTER IN BUCKLEY ROAD AND EAST CENTRETECH PARKWAY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 8 BEARS $N00^{\circ}00'30"E$;

THENCE $N00^{\circ}00'30"E$ ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 914.01 FEET;

THENCE $N89^{\circ}59'31"W$ A DISTANCE OF 73.46 FEET TO THE POINT OF BEGINNING;

THENCE $N89^{\circ}59'30"W$ ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 94.27 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $180^{\circ}00'00"$, A RADIUS OF 6.50 FEET, A CHORD BEARING OF $N00^{\circ}00'30"E$ A DISTANCE OF 13.00 FEET, AND AN ARC LENGTH OF 20.42 FEET;

THENCE $S89^{\circ}59'30"E$ ALONG A LINE TANGENT WITH THE PREVIOUSLY AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 94.27 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $180^{\circ}00'00"$, A RADIUS OF 6.50 FEET, A CHORD BEARING OF $S00^{\circ}00'30"W$, A DISTANCE OF 13.00 FEET, AND AN ARC LENGTH OF 20.42 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1358 SQUARE FEET (0.031 ACRES, MORE OR LESS).

PROPERTY IS VACANT, NO ADDRESS.

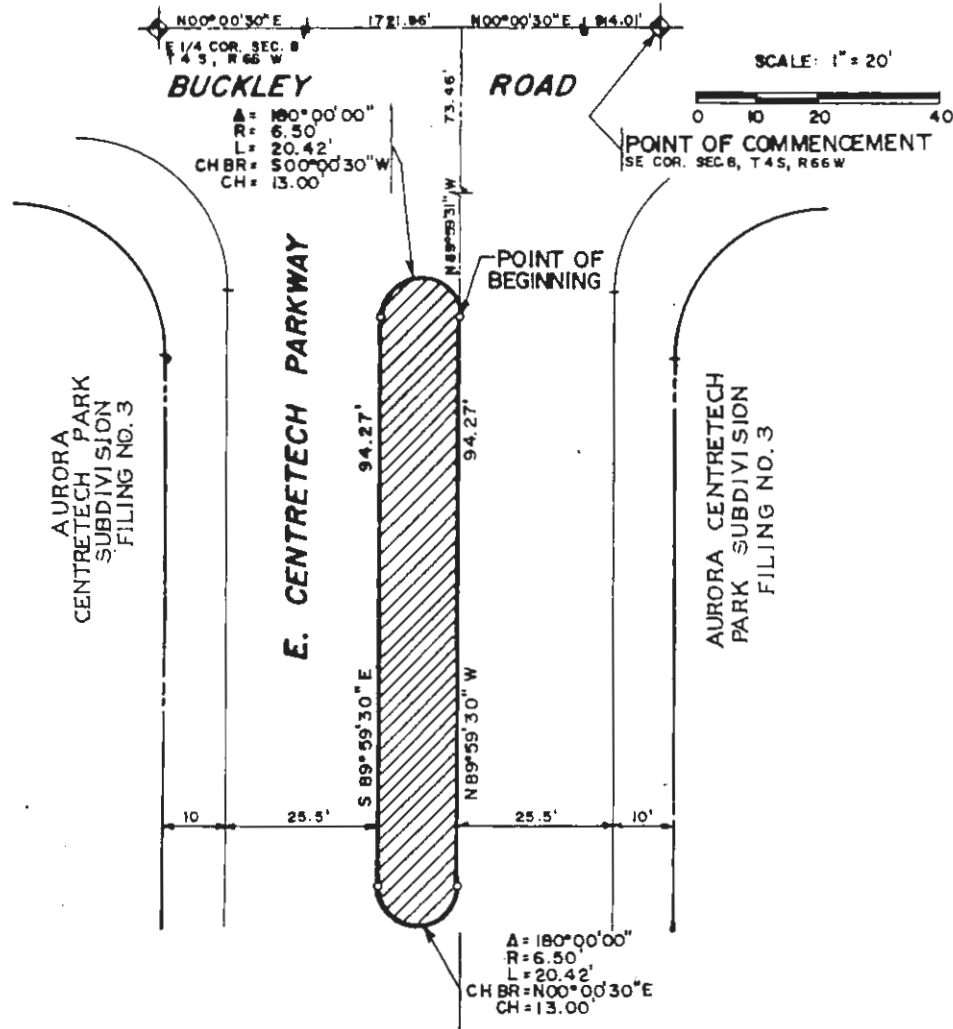
OWNERSHIP: CITY OF AURORA
1470 S. HAVANA STREET
AURORA, COLORADO 80012

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST BEING $S00^{\circ}00'30"W$.


NELSON L. O'CONNOR
FOR AND ON BEHALF OF
OF MERRICK & CO. P.L.L.C. 22100

REVIEWED
BY: 

EXHIBIT C MEDIAN/PLANTER LICENSE AGREEMENT



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

PARCEL CONTAINS: 1,358 SQ.FT. MORE OR LESS
(0.031 AC.).

BASIS OF BEARINGS: BEARINGS ARE BASED ON
THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 8, T4S, R66W
BEING $S00^{\circ}00'30''W$.

PROPERTY IS VACANT, NO ADDRESS.

OWNERSHIP: CITY OF AURORA
1470 S. HAVANA ST.
AURORA, COLORADO 80012

CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF
SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST
OF THE 6th PRINCIPAL MERIDIAN, CITY OF AURORA,
COUNTY OF ARAPAHOE, STATE OF COLORADO.

DRAWN BY BB-G	SCALE 1" = 20'	R-O-W FILE NO.
CHECKED BY	DATE 1-9-86	JOB NO. 126-5616 C4

BUCKLEY ROAD & E. ELLSWORTH DR
REF.: 126-5616 CO
JANURARY 9, 1986

5162 PAGE 596

EXHIBIT D

MEDIAN/PLANTER LICENSE AGREEMENT

A LICENSE FOR THE CONSTRUCTION AND MAINTENANCE OF THE LANDSCAPING IMPROVEMENTS IN THE MEDIAN/PLANTER IN BUCKLEY ROAD AND E. ELLSWORTH DRIVE SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8 BEARS $500^{\circ}00'30''$ W;

THENCE $500^{\circ}00'30''$ W ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 623.55 FEET;

THENCE $N89^{\circ}59'30''$ W A DISTANCE OF 73.46 FEET TO THE POINT OF BEGINNING;

THENCE $N89^{\circ}59'30''$ W ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 94.27 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $180^{\circ}00'00''$, A RADIUS OF 6.50 FEET, A CHORD BEARING OF $N00^{\circ}00'30''$ E, A DISTANCE OF 13.00 FEET, AND AN ARC LENGTH OF 20.42 FEET;

THENCE $S89^{\circ}59'30''$ E ALONG A LINE TANGENT WITH THE PREVIOUSLY AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 94.27 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $180^{\circ}00'00''$, A RADIUS OF 6.50 FEET, A CHORD BEARING OF $500^{\circ}00'30''$ W, A DISTANCE OF 13.00 FEET, AND AN ARC LENGTH OF 20.42 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1358 SQUARE FEET (0.031 ACRES MORE OR LESS).

PROPERTY IS VACANT, NO ADDRESS.

OWNERSHIP: CITY OF AURORA
1470 S. HAVANA STREET
AURORA, COLORADO 80012

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST BEING $500^{\circ}00'30''$ W.

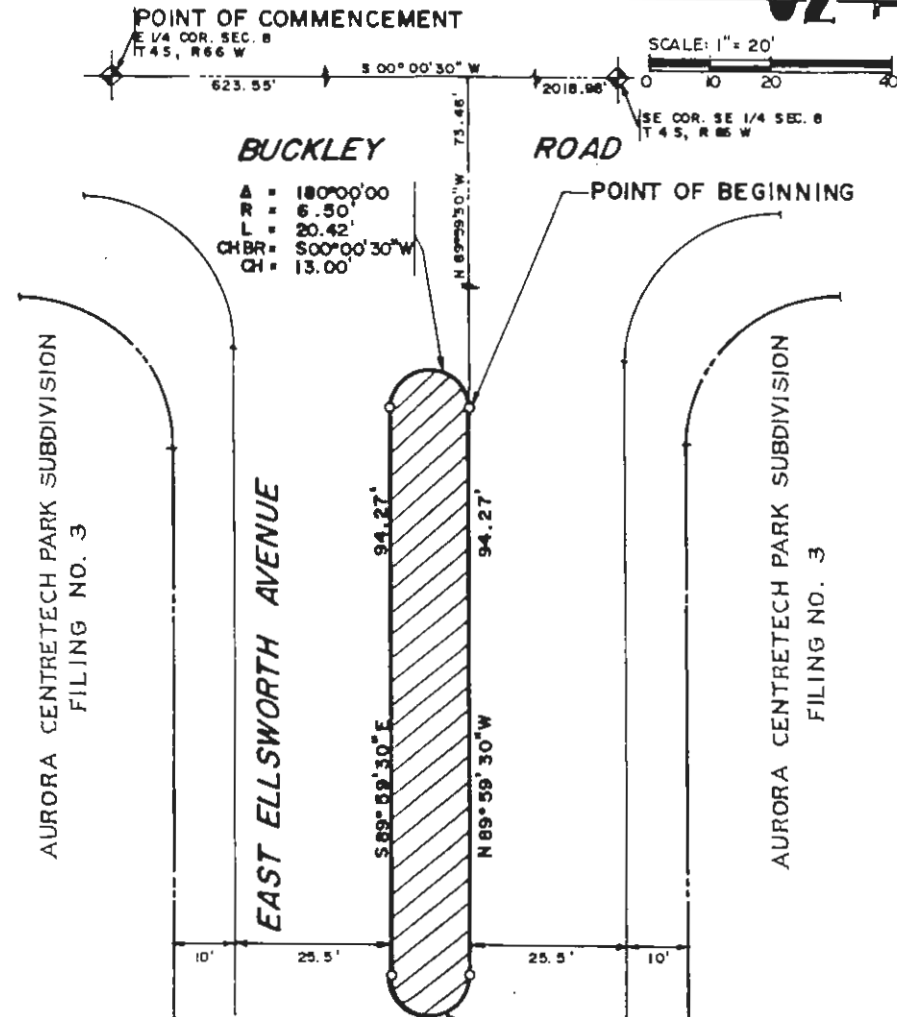
NELSON L. CONNOR
FOR AND ON BEHALF OF
OF MERRILL & CO. P.L.C. 2100

REVIEWED
BY: K. S. [Signature]

JW

EXHIBIT D MEDIAN / PLANTER LICENSE AGREEMENT

5162 PAGE 597



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

$\Delta = 180^{\circ}00'00''$
 $R = 6.50'$
 $L = 20.42'$
 $CHBR = N00^{\circ}00'30''E$
 $CH = 13.00'$

BASIS OF BEARING: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, T 4 S, R 66 W BEING $S 00^{\circ}00'30''W$.

PROPERTY IS VACANT, NO ADDRESS.

OWNERSHIP: CITY OF AURORA
1470 S. HAVANA ST.
AURORA, COLORADO 80012

PARCEL CONTAINS: 1,358 SQ. FT. MORE OR LESS (0.031 AC.)

CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE SE 1/4 SECTION 8 TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

DRAWN BY B.B-G	SCALE 1"=20'	R-O-W FILE NO.
CHECKED BY	DATE 1-13-86	JOB NO. 126-5616 C2

C. 6TH AVE. & E. CENTRETECH PKWY
REF.: 126-5616 CO
JANUARY 9, 1986

5162 PAGE 598

EXHIBIT E

MEDIAN/PLANTER LICENSE AGREEMENT

A LICENSE FOR THE CONSTRUCTION AND MAINTENANCE OF THE LANDSCAPING IMPROVEMENTS IN THE MEDIAN/PLANTER IN EAST CENTRETECH PARKWAY AND EAST SIXTH AVENUE SITUATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, WHENCE THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8 BEARS N89°55'43"E;

THENCE N89°55'43"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 A DISTANCE OF 516.75 FEET;

THENCE S00°04'17"E A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING;

THENCE S00°04'17"E A DISTANCE OF 173.00 FEET;

THENCE S89°55'43"W A DISTANCE OF 9.00 FEET;

THENCE N00°04'17"W A DISTANCE OF 173.00 FEET;

THENCE N89°55'43"E A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1557 SQUARE FEET (0.036 ACRES MORE OR LESS).

PROPERTY IS VACANT, NO ADDRESS.

OWNERSHIP: CITY OF AURORA
1470 S. HAVANA STREET
AURORA, COLORADO 80012

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST BEING N89°55'43"E.


NELSON L. O'CONNOR
FOR AND ON BEHALF OF
OF MERRICK & CO. 22100

REVIEWED
BY:
 8/10

POINT OF
COMMENCEMENT
NW COR. SEC. 8
T. 4 S., R. 66 W.

EXHIBIT E

5162 PAGE 599

MEDIAN/PLANTER LICENSE AGREEMENT

N89°55'43"E 516.75'
N. LINE NE 1/4 SEC. 8

E. 6th AVE.

NE COR. NW 1/4
SEC. 8 T. 4 S.,
R. 66 W.

S00°04'17"E
92.00'

N89°55'43"E
9.00'

POINT OF BEGINNING

24.5'

AURORA CENTRETECH PARK
SUBDIVISION FILING NO 1

E. CENTRETECH PRWY.

N00°04'17"W 173.00'

S00°04'17"E 173.00'

AURORA CENTRETECH PARK
SUBDIVISION FILING NO 1



BASIS OF BEARING:
THE NORTH LINE OF THE NORTHWEST
QUARTER OF SEC. 8, T. 4 S., R. 66 W
BEING N89°55'43"E

OWNERSHIP:
CITY OF AURORA
1470 S. HAVANA ST.
AURORA, CO. 80012

NOTE:

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

PARCEL CONTAINS: 1557 SQ. FT (0.036 AC.±)

PROPERTY IS VACANT, NO ADDRESS

S89°55'43"W
9.00'

CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE NW 1/4
SECTION 8 TOWNSHIP 4 SOUTH, RANGE 66 WEST
OF THE 6th PRINCIPAL MERIDIAN, CITY OF AURORA,
COUNTY OF ARAPAHOE, STATE OF COLORADO.

DRAWN BY BL	SCALE 1" = 20'	R-O-W FILE NO.
CHECKED BY	DATE 1-9-86	JOB NO. 126-5616

ACORD

CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

04/14/87

PRODUCER

Corroon & Black/Olliver Pilcher
7310 North 16 Street, Suite 300
Phoenix, AZ 85020-5299
870-7000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Royal Insurance Company
COMPANY LETTER	B	200-5162 PAGE 600
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

Dueck Industries, Inc.
Dueck Colorado Properties Ltd.
791 Chambers Road, #300
Aurora, CO 80011

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO- LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						PER OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	RYAH52893	05/12/86	05/12/87	BODY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND				BI & PD COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY	\$ Incl.	
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
A	PERSONAL INJURY	RJA468993	05/12/86	05/12/87	BODY INJURY PER PERSON	\$	
	AUTOMOBILE LIABILITY				BODY INJURY PER ACCIDENT	\$	
	<input checked="" type="checkbox"/> ANY AUTO				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (PROV. PASS.)				BI & PD COMBINED	\$ 1,000	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PROV. PASS.)						
A	EXCESS LIABILITY	RLA184841	05/12/86	05/12/87	BI & PD COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> UMBRELLA FORM						
	OTHER THAN UMBRELLA FORM				STATUTORY		
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				(EACH ACCIDENT)	\$	
	OTHER				(DISEASE-POLICY LIMIT)	\$	
					(DISEASE-EACH EMPLOYEE)	\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER TO BE ADDED AS NAMED INSURED AS RESPECTS TO THE FOLLOWING:
RE: Aurora Centre Tech Park Association-1.12 acres of medians, Aurora, CO

CERTIFICATE HOLDER

City of Aurora
1470 South Havana
Aurora, CO 80012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Herb Reimann

ACORD 25 (5/84)

ACORD CORPORATION 1984

#9100024489 BK6126 PG0455-0459 04/04/91 12:50
 MARJORIE PAGE RECORDER ARAPAHOE COUNTY, CO REC 25.00 DOC .00

12.50 25.00

RESOLUTION
AURORA CENTRETECH METROPOLITAN DISTRICT
ESTABLISHING SIDEWALK IMPROVEMENT FEES

BOOK 6126 PAGE 455

WHEREAS, the Aurora CentreTech Metropolitan District has the authority to design, construct and install sidewalks within and without its boundaries; and

WHEREAS, continuous sidewalk improvements provide great convenience, safety and benefit to the users of the sidewalks and the residents of the District; and

WHEREAS, the Board of Directors of the District established a Sidewalk Improvement Program to provide funds for the repayment of debt incurred for the installation of sidewalks adjacent to undeveloped parcels for the convenience and safety of users and District residents; and

WHEREAS, the Board of Directors of the District is authorized pursuant to the Sidewalk Improvement Program Resolution to impose a fee against certain properties designated as the Sidewalk Improvement Parcel based upon the cost of the Sidewalk Improvements.

NOW THEREFORE, be it resolved by the Board of Directors of the Aurora CentreTech Metropolitan District as follows:

1. The Property delineated on Exhibit A attached hereto and incorporated herein by this reference and as described in the following paragraph is hereby designated as the 1990 Sidewalk Improvement Project Parcels.

Beginning at the south property line of Skippers, Inc. at 15510 East CentreTech Parkway thence south along the west side of East CentreTech Parkway to its intersection with East 1st Avenue, thence west along the north side of East 1st Avenue to the entrance to Highline Business Park at 15701 East 1st Avenue. Then beginning on the south side of east 1st Avenue at the existing eastern most entrance to the Aurora Public Schools facility at 15700 East 1st Avenue, thence east along the south side of East 1st Avenue to its intersection with East CentreTech Parkway to the northern most entrance being constructed for Phase I of the Aurora Community College facility. Then beginning at the south property line of Aurora Community College Lot 1, Block 1, Aurora Community College Subdivision Filing 1 thence south along the west side of East CentreTech Parkway to its intersection with

the private access drive to Centre Hills Golf Course. Then beginning at a point approximately 130 feet north of Centre Hills existing parking lot thence north along the east side of Centre Hills private access drive to its intersection with East CentreTech Parkway thence east, along the south side of East CentreTech Parkway to the existing pedestrian sidewalk at the south property line of Hughes at 16800 East CentreTech Parkway, in Arapahoe County, Colorado.

2. The Board directed the design, installation and construction of the appropriate sidewalk improvements, including any landscaping to be installed on the 1990 Sidewalk Improvement Project Parcels.

3. The District has initially paid the costs for the design, construction and installation of the Sidewalk Improvements described on Exhibit B attached hereto and incorporated herein by this reference.

4. The District hereby imposes a fee against the Sidewalk Improvement Parcels based upon the cost of the Sidewalk Improvements. Such fee shall be designated a Sidewalk Improvement Fee for the Sidewalk Improvements and shall be assessed at the lineal foot rate as described on Exhibit B for each of the effected parcels.

5. The District shall cause Notices of the Sidewalk Improvement Fees to be mailed to property owners serviced by the Sidewalk Improvements.

6. Payment of any Sidewalk Improvement Fees shall be due at the time of purchase of Water and Sewer Tap fees from the District on the date of application for a building permit from the City of Aurora, whichever first occurs.

7. The Sidewalk Improvement Fees shall constitute liens on the Sidewalk Improvement Parcels in the amount described in the Sidewalk Improvement Fee Resolution, such lien being a charge imposed for the provision of the Sidewalk Improvements to service the Sidewalk Improvement Project Parcels. The lien shall be perpetual in nature as defined by the laws of the State of Colorado until paid in full. The obligations created by each Resolution shall bind the property owner and shall run with the land and shall be recorded against the Sidewalk Improvement Parcels in the records of Arapahoe County, Colorado, to place all future purchasers, heirs, or assigns of the property owners on notice of the responsibility to make payment of the Sidewalk Improvement Fees.

BOOK 6126 PAGE 457

8. Failure to make payment of the Sidewalk Improvement Fees due on the dates as described herein shall be an event of default. Upon an event of default, the defaulting property owner shall pay all attorneys' fees and costs incurred by the District in collection of such fees, plus the maximum statutory interest rate allowed by Colorado law to accrue from the date following the payment due date. Within five business days after an event of default, 60 days' written notice of the District's intention to initiate foreclosure proceedings on the lien created by the Sidewalk Improvement Resolution shall be delivered to the property owner. If, upon expiration of the 60 days the property owner has not paid the Sidewalk Improvement Fees from the date of default, a penalty of 30% of the Sidewalk Improvement Fees owed shall be assessed and foreclosure procedures shall be commenced.

Adopted and approved this 21st day of March, 1990 by Aurora CentreTech Metropolitan District.

AURORA CENTRETECH METROPOLITAN DISTRICT

By: [Signature], President

ATTEST:

[Signature], Secretary

[A/C/D, RES/WH/RES]

EXHIBIT A
Delineation of 1990 Sidewalk Improvement Project Parcels

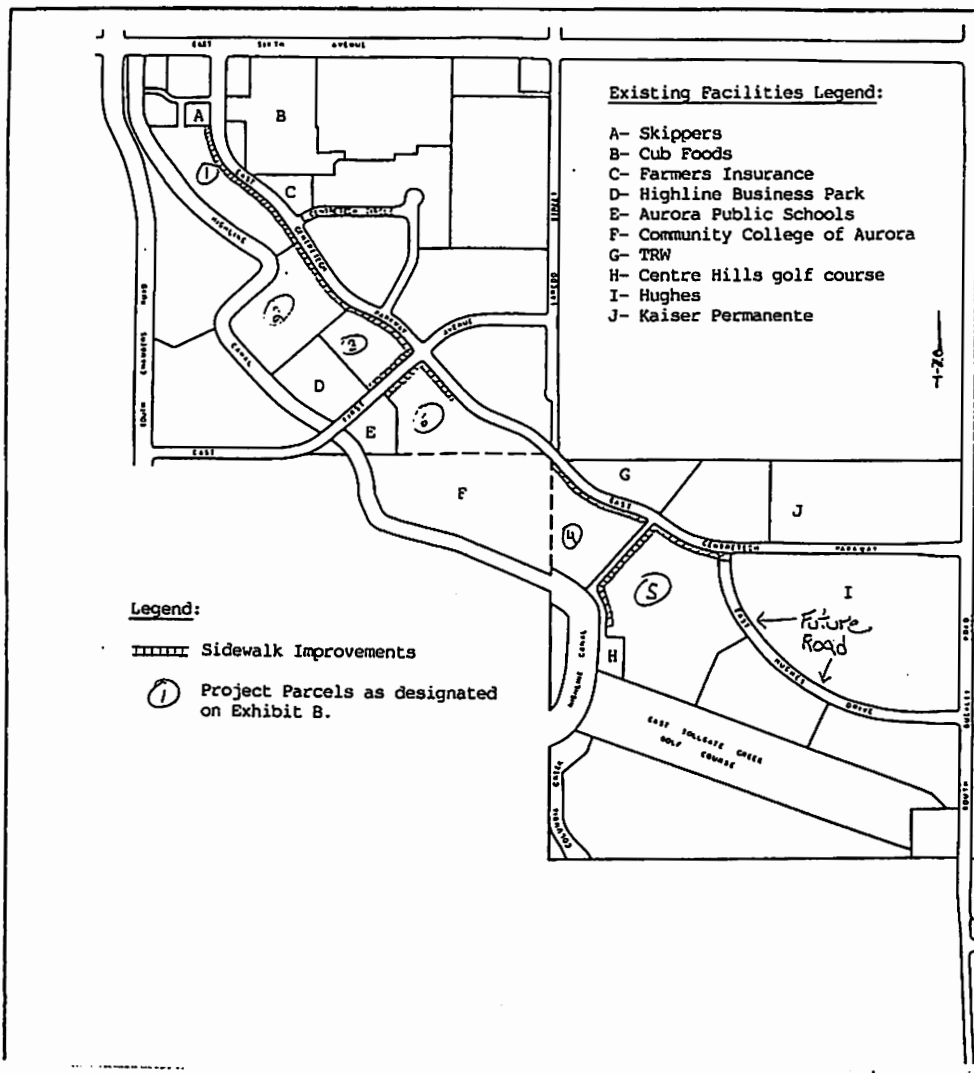


EXHIBIT B

BOOK 6126 PAGE 459

TOTAL ACTUAL COSTS FOR CONSTRUCTION & INSTALLATION OF 1990 SIDEWALK IMPROVEMENTS

File: SIDEWLKS

Print Date: 01/17/91

PARCEL NO.	LOT	BLOCK	FILING	IMPROVEMENTS	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	2	4	* ACP #1	1. Detached Sidewalk	995	L.F.	5.62	5,590.67
				2. Bus pad	40	S.F.	5.63	225.20
				3. Rock Cover	4063	S.F.	0.60	2,437.74
				Sub Total Cost				8,253.61
				Unit L.F. cost for 995 L.F. of street frontage:				8.30
2	3	4	ACP #1	1. Detached Sidewalk	540	L.F.	5.62	3,036.33
				2. Rock Cover	2232	S.F.	0.60	1,339.14
				Sub Total Cost				4,375.47
				Unit L.F. cost for 540 L.F. of street frontage:				8.10
3	2	1	ACP #16	1. Detached Sidewalk	844	L.F.	5.62	4,742.46
				2. Handicap Ramp	1	each	500.00	500.00
				3. R&R C&G	5	L.F.	12.00	60.00
				4. Rock Cover	3488	S.F.	0.60	2,093.03
				Sub Total Cost				7,395.49
				Unit L.F. cost for 844 L.F. of street frontage:				8.76
4	1	3	ACP #3	1. Detached Sidewalk	772	L.F.	5.62	4,337.61
				2. Rock Cover	3191	S.F.	0.60	1,914.48
				Sub Total Cost				6,252.10
				Unit L.F. cost for 772 L.F. of street frontage:				8.10
5	2	3	ACP #14	1. Detached Sidewalk	611	L.F.	5.62	3,435.39
				2. R&R Asphalt	770	L.F.	1.00	770.00
				3. R&R Manhole Cover	1	each	75.00	75.00
				4. Embankment	475	C.Y.	6.00	2,850.00
				5. New Curb & Gutter	770	L.F.	6.00	4,620.00
				6. Attached Sidewalk	795	L.F.	5.50	4,372.50
				7. Asphalt Patch	875	S.F.	1.50	1,312.50
				Sub Total Cost				17,435.39
				Unit L.F. cost for 1,406 L.F. of street frontage:				12.40
6	1	1	** ACC #1	1. Detached Sidewalk	600	L.F.	5.62	3,372.00
				2. Rock Cover	2400	S.F.	0.60	1,440.00
				3. Bus Pad	40	S.F.	5.63	225.20
				4. Permit	600	L.F.	0.20	120.00
				CCA Sub Total Cost				5,157.20
				Unit L.F. cost for 600 L.F. of street frontage:				8.60
TOTAL COST								\$48,869.26
Total Final Clayton Concrete Contract Amount								\$48,868.48

* ACP— Aurora CentreTech Park Subdivision

** ACC— Aurora Community College Subdivision

McGraw-Hill
1625 Broadway
Denver, CO 80202

SCITOR CORPORATE FACILITY AT CENTRETECH
AURORA, COLORADO
SITE PLAN

A6021072 126-72

ADJACENT PROPERTY OWNERS

Dueck Industries Ltd.
15701 E. First Ave.
Suite 210
Aurora, Colorado 80011

Dueck Realty Trust
15701 E. First Ave.
Suite 210
Aurora, Colorado 80011

Aurora Community College Foundation
16000 E. Centretech Parkway
Aurora, Colorado 80011

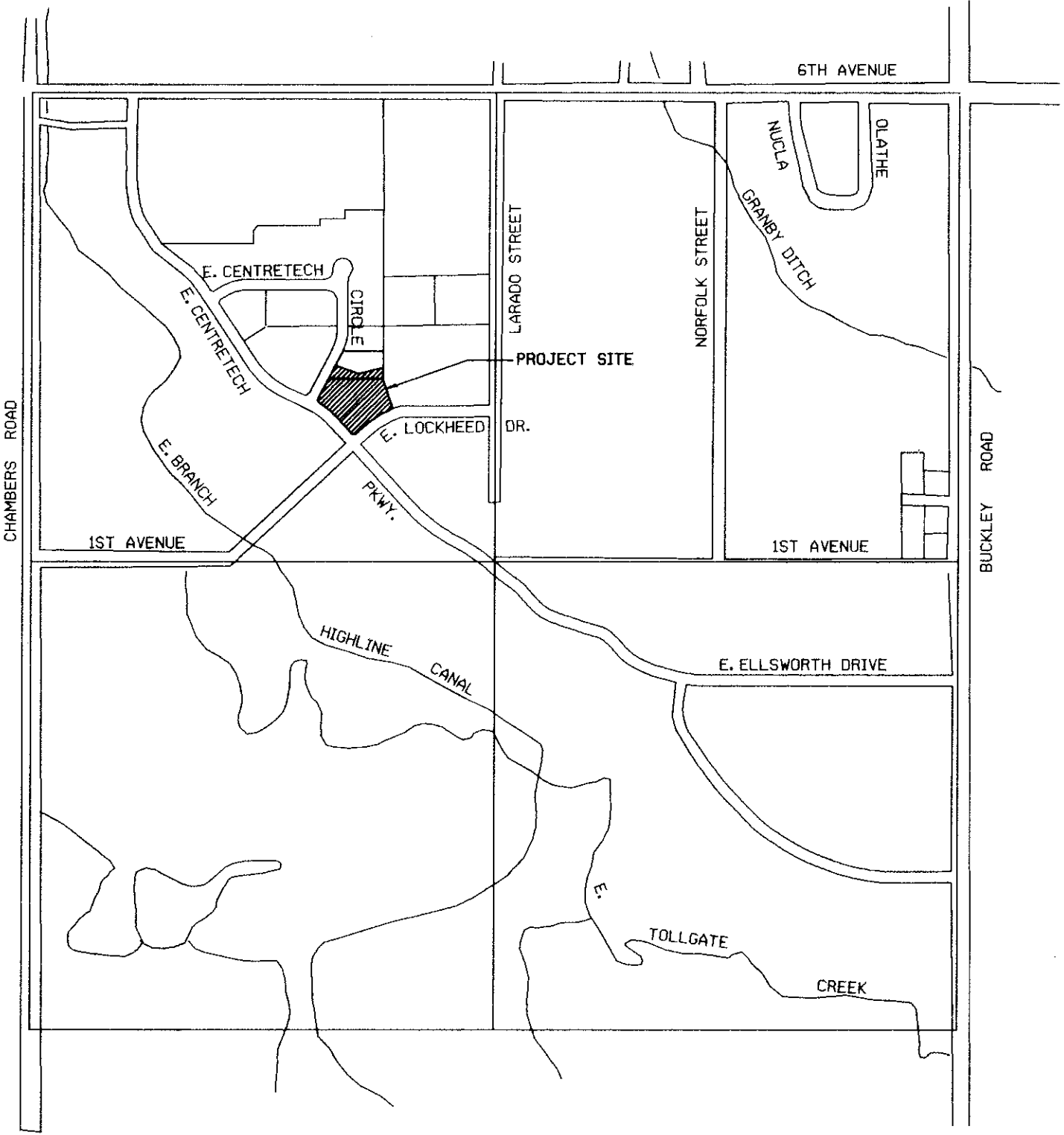
LEGAL DESCRIPTION

Lot 1, Block 1, Aurora Centretech Park Subdivision Filing No. 21, City of Aurora, County of Arapahoe, State of Colorado

NOTES

- Typical parking space dimensions:
Standard - 9' x 19'
Handicap - 11' x 19'
Compact - 9' x 16'
- All site pole-mounted lighting shall be downcast. Additional lighting of landscape materials and flagpoles shall be provided by recessed uplights.
- Building will be fire sprinkled, in lieu of required emergency vehicle access.
- Exterior materials:
Concrete masonry unit: Warm gray
Stucco: Warm cream
Window aluminum: Blue/gray
Roof: Single ply membrane with ballast
- The developer, his successors and assigns, including homeowners association, shall be responsible for installation, maintenance and replacement of all fire lane signs required by the City of Aurora.
- All signs must conform to the City of Aurora sign code.
- Right-of-way for ingress for service and emergency vehicles is granted over, across, on and through any and all private roads and ways now and hereafter established on the described property, and the same are hereby designed as "Service/Emergency and Utility Easements" and shall be posted "No Parking Fire Lane".
- The approval of this document does not constitute final approval of grading, drainage, utility, public improvements and building plans. Construction plans must be reviewed and approved by the appropriate agency prior to issuance of building permits.
- The developer, his successors and assigns, shall be responsible for installation, maintenance and replacement of all landscaping materials shown or indicated on the approved Site Plan or Landscape Plan on file in the Planning Department. All landscaping will be installed as delineated on the plan, prior to issuance of Certificate of Occupancy.
- All building address numbers shall comply with sections 34-122 and 34-129 of the Aurora City Code.
- Screening of roof-top mechanical units will be accomplished by stucco panels to match exterior building facade in warm cream color.
- Notwithstanding any surface improvements, landscaping, planting or changes shown in these site or construction plans, or actually constructed or put in place, all utility easements must remain unobstructed and fully accessible along their entire length to allow for adequate maintenance equipment. Additionally, no installation, planting, change in the surface, etc. shall interfere with the operation of utility lines placed within easements. By submitting the site or construction plans for approval, the landowner recognizes and accepts the terms, conditions and requirements of this note.
- All exterior pedestrian areas will comply with American with Disabilities Act guidelines. At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking, and accessible passenger loading zones and public streets or sidewalks to the accessible building entrance.
- This site shall comply with City Code Section 41-831 pertaining to building coverage and occupancy limitation related to the Accident Potential Zone (APZ)-IIA overlay zone district for Buckley A.N.C. Base's aircraft overflight operations. This site contains a maximum building coverage of 21%, which permits a maximum of 176 employees on the site (i.e. max. 65 employees per acre x 2.71 acres=176; 2.71 acres includes half of adjoining right-of-way).
- "Accessible exterior routes" shall be provided from public transportation stops, accessible parking and accessible passenger loading zones and public sidewalks to the accessible building entrance they serve. At least 50% of all building entrances shall be accessible. The accessible route between accessible parking and accessible building entrances shall be the most practical, direct route. No slope along this route shall exceed 1:20 without providing a ramp with a maximum slope of 1:12 and handrails. Crosswalks along this route shall be wide enough to wholly contain the curb ramp with a minimum width of 36", and shall be painted with white stripes. The "accessible exterior routes" must comply with U.B.C. Chapter 11, Appendix 11, and C.A.B.O./A.N.S.I. 117.1.
- The intersection of E. Centretech Parkway and E. Lockheed Drive is a candidate for signalization in the future. This development will be responsible for 25% of the signal installation costs if and when a signal is warranted.

VICINITY MAP



Scale: 1"=1000'



AMENDMENTS

SIGNATURE BLOCK

SCITOR CORPORATE FACILITY AT CENTRETECH Site Plan
(Official Project Name)
Lot 1, Block 1, Aurora Centretech Park Subdivision Filing No. 21,
Legal Description City of Aurora, County of Arapahoe, State of Colorado

Site plan and any amendments hereto, upon approval by the City of Aurora and recording, shall be binding upon the applicants therefore, their successors and assigns. This Plan shall limit and control the issuance and validity of all building permits, and shall restrict and limit the construction, location, use, occupancy and operation of all land and structures within this plan to all conditions, requirements, locations and limitations set forth herein. Abandonment, withdrawal or amendment of this Plan may be permitted only upon approval of the City of Aurora.

In witness thereof Dueck Industries Ltd has caused these presents to be
(Corp., Company or individual)
executed this 23 day of January AD 19 96
By: Kenneth Dueck
(Principals or Owners)



NOTARIAL:

State of Colorado) ss
County of EL PASO

The foregoing instrument was acknowledged before me this 23 day of January
AD 1996 by Kenneth Dueck
(Principals or Owners)

Witness my hand and official seal
Kenneth Dueck
NOTARY PUBLIC

Notary
Seal

My commission expires _____ Notary/Busn. address: _____

CITY OF AURORA APPROVALS: _____

City Attorney: Bob Roper Date: 2-15-96

Planning Director: Debbie M. Balka Date: 2-14-96

Planning Commission: [Signature] Date: 1-24-96

City Council: [Signature] Date: 2-21-96

Attest: John Boulanger Date: 2-21-96
Acting City Clerk

RECORDER'S CERTIFICATE:

Accepted for filing in the office of the Clerk and Recorder of ARAPAHOE County,
Colorado at 7:33 o'clock P M, This 21st Day of FEBRUARY AD, 19 96
Clerk, and Recorder: _____ Deputy: Chad R. Tschelbaum
Rec. # A6021072 Book 126 PAGES 72 & 73

DATA

Land area within property lines _____ 100,798 s.f.
Gross floor area (41-16 City Code) _____ 20,722 s.f.
Net floor area _____ 19,740 s.f.
Number of buildings _____ 1
Total building coverage _____ 21,000 s.f. (21%)
Hard surface area _____ 46110 s.f. (46%)
(exclusive of buildings)
Area devoted to open space within
site (41-16 City Code)(15% required) _____ 33688 s.f. (33%)
Present zoning classification _____ M-1
Proposed uses _____ Office space
Sign area allowed (41-886) _____ 190 s.f.
Sign area proposed _____ 168 s.f.
Type of sign _____ (3) Free-standing, (1) building wall mounted
Flagpoles _____ 3
Type of flags _____ United States - 5' x 7' Max.
State of Colorado - 5' x 7' Max.
City - 5' x 7' Max.
Number of stories _____ 1
Maximum height of building _____ 20 ft.
Loading space provided _____ 1
Parking spaces provided _____ 77
Parking spaces required _____ 66
(1 space per 300 s.f. of net floor area)
Handicap spaces provided _____ 4
Handicap parking spaces required
(1 space per 25 parking spaces) _____ 4
Landscape of parking
area required _____ 5%
Landscape of parking
area provided _____ 5.3%



Gensler

1616 Glenarm Place
Denver, Colorado 80202
Tel: 303. 595. 8585
Fax: 303. 825. 6823

CIVITAS, INC.
1250 BANNOCK STREET
DENVER, CO 80204
303.571.0053
303.824.0438 FAX

Issues and Revisions				
No.	Date	Issues and Revisions	By	Check
1	11/1/95	PLANNING SUBMITTAL		
2	12/20/95	PLANNING RE-SUBMITTAL		
3	1/16/96	PLANNING SUBMITTAL		

Registration and Signature

126-72

Project Name	SCITOR CORPORATION
Project Number	03.5002.000
Description	SITE PLAN SUBMITTAL, DATA BLOCK
Computer File	COVER.DGN
Plot Date	15 JANUARY 1996
Scale	NA

All drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without written consent of the architect.

1 OF 2

Ref. North

AMENDMENTS

TYPE "AA" DOUBLE HEAD
 TYPE "BB" SINGLE HEAD

FINISH OF POLE AND LUMINAIRE
 TO BE BLACK, LIGHT SOURCE TO
 BE 250 WATT HIGH PRESSURE SODIUM
 AS SPECIFIED IN AURORA CENTRETECH
 GUIDELINES.

22'-0"

GROUNDING LUG IN POLE
 BASE COVER PLATE
 GROUT POLE BASE
 2" CHAMFER
 SAND BLASTED FINISH

FINISHED GRADE

3'-0"
 6'-0"
 2'-0"

REINFORCED CONCRETE POLE BASE
 WITH 4 #4 VERTICAL REBAR, #3
 TIES @ 12" O.C. 3" TO 4" OF
 CONCRETE ABOVE AND BELOW
 REBAR TERMINATION

① LIGHT POLE DETAIL



DUECK
GROUP OF COMPANIES

Denver 1616 Glenarm Place
Colorado 80202
Tel: 303. 595. 8585
Fax: 303. 825. 6823

CIVITAS, INC.
1250 BANNOCK STREET
DENVER, CO 80204
303.571.0053
303.824.0438 FAX

Technical drawing of a window assembly. The drawing shows a cross-section of a window with a steel gate. The dimensions are as follows:

- Overall width: 12" + 9'-0" + 12" = 21'-0"
- Overall height: 4" + 5'-2 3/4" + 6" = 5'-12 3/4"
- Split-face masonry surround to match building: 12" (left and right)
- Steel gate painted to match window mullions of building: 9'-0" (width)
- Window opening: 9'-0" (width)
- Window height: 5'-2 3/4"
- Bottom masonry: 6" (height)

② TRASH ENCLOSURE DETAIL N.T.S.

1. Maint. is
(responsibility)

8'-0"

SIGN CABINET

Scitor Corporation

3'-0"

2'-0"

5'-0"

SPLIT-FACE
CMU MASONRY
TO MATCH
BUILDING

③ MONUMENT SIGN DETAIL N.T.S.

The drawing shows two rectangular signs. The top sign is labeled 'RESERVED PARKING' and features a wheelchair symbol. To its right, a vertical dimension line indicates a height of 18 inches. The bottom sign is partially visible and labeled 'TOW AWAY'. To its right, a horizontal dimension line indicates a width of 18 inches.

④ HANDICAP SIGN DETAIL

N.T.S.

Diagram illustrating the detail of a handicap sign, showing a cross-section of a concrete slab with a V-shaped cutout. The dimensions and specifications are as follows:

- Overall width: 2'-0"
- Overall height: 6"
- Reinforcement: #4 REBAR @ 1'-0" O.C. EACH WAY
- Slope: 4:1 MIN.-50:1 MAX.
- Expansion Joint: PROVIDE 3/4" EXPANSION JOINT @ 50'-0" O.C. (ENTIRE CROSS-SECTION OF PANEL)

⑤ DRAINAGE PAN SECTION N.T.S.

No.	Date	Issues and Revisions	By	Check
1	11/1/95	PLANNING SUBMITTAL		
2	12/20/95	PLANNING RE-SUBMITTAL		
3	1/16/96	PLANNING SUBMITTAL		

Registration and Signature

Project Name SCITOR CORPORATION

Project Number 03.5002.000

Project Number	20130221000
Description	SITE PLAN

Computer File SITE.DGN

Computer File	SPEDON
Plot Date	15 JANUARY 1996

Scale 1"=20'-0"

All drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without written consent of the architect.

2 OF 2

Ref. North

A7059533

No. 97-01-05

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 6th day of May A.D. 1991, between the CITY OF AURORA, COLORADO, a municipal corporation, acting by and through its DIRECTOR OF Public Works, herein referred to as "City," and TRW, Inc. herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH That:

The term "Licensee" shall include employees, agents and contractors of Licensee.

The term "property" as used herein refers to real property and includes easements, rights-of-way and other City interests in land and may sometimes be referred to herein as "City property."

The City, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth, does hereby authorize the Licensee, its successors and assigns, to: construct, operate, maintain, repair and replace a fiber optic cable over and across City of Aurora easements and right-of-way of the SE 1/4, Section 8, T4S, R66W, 6th P.M., Arapahoe County, Colorado at the location described in Exhibit "A," attached hereto and made a part hereof by reference.

CONSTRUCTION REGULATIONS

Any construction initiated under this License shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Director of Utilities of the City, Ordinances of the City and any and all state statutes.

PLAN REVIEW

The Licensee, at least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the City for its approval a duplicate set of final detailed plans of the installation Licensee proposes to construct, utilize, modify, repair, replace or maintain hereunder. No construction will be permitted on the licensed premises until the City has approved the plans therefor.

NOTICE OF CONSTRUCTION

The Licensee shall notify the City's Director of Public Works at least three (3) days prior to commencement of the construction of, modifications or repairs to, Licensee's installation, so that the City may make such inspections as it deems necessary. Such notice shall make reference to the license agreement number. In the event of emergency repairs required for safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs but shall notify the City of the nature and extent of any such emergency work.

RESERVATION OF RIGHTS IN PROPERTY

In granting this License, the City reserves the right to make full use of the property involved as may be necessary or convenient, and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the City's property at any time and in such a manner as it

deems necessary or convenient. In the event Licensee's installations should interfere with the City's use or operation of its property, at any time hereafter, the Licensee shall, upon request by the City and at Licensee's sole expense, immediately relocate, rearrange or remove its installation so as not to interfere with any such City use.

COMPLETION AND CLEANUP

The Licensee shall complete its installation, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within 30 days from the date of commencement of construction. In the event clearing and restoration of the area is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

RESTORATION OF ROADS, FENCES AND FACILITIES

All City roads, fencing and other facilities which are disturbed by the construction of Licensee's installation shall, within the time prescribed in paragraph headed COMPLETION AND CLEANUP hereof, be restored to a condition satisfactory to the City. City roads and fencing disturbed by the reconstruction, maintenance, modification, operation, repair or replacement of Licensee's facilities shall immediately be restored by Licensee to a condition satisfactory to the City. Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the City. If restoration is not accomplished by the Licensee within the time specified, the City, at its election, may perform such restoration at Licensee's expense. Licensee shall conduct all construction, modification, operation, repair, replacement and maintenance of its installations in such a manner that the City at all times shall have full and complete access to its property.

MARKERS

The Licensee shall, if required by the City, place and maintain permanent, visible markers of a type and at locations designated by the City to define the centerline of Licensee's installation. If the placing of the centerline markers is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

TREE TRIMMING

Licensee shall not trim or cut down any trees, shrubs or brush on the City's property without permission of the City. When required by the City, Licensee, at its expense, shall trim or cut down trees, shrubs or brush and remove and dispose of the cutting debris to the satisfaction of the City.

SERVICE LINE INSTALLATION

All service lines within the City's property from the facility herein licensed shall be installed in a manner satisfactory to the City.

BACKFILLING

All trenches and excavations within City property shall be backfilled in the following manner: The trench or excavation shall be backfilled to the original ground line using only suitable soft earth material. The backfill material shall be deposited in layers not to exceed eight (8) inches loose measure for the full width of the trench. Layers shall be brought up uniformly and compacted with mechanical tampers capable of exerting a blow at least equivalent to 250 pounds per square foot, to 90% of Standard Proctor Maximum Density. The moisture content of the material shall be adjusted as required to secure the above density. The amount of water used shall be sufficient to obtain the maximum

density specified. When moisture is in excess of that necessary for property compaction, the Licensee shall be required to grade, mix or otherwise process wet material to proper moisture content or haul in suitable material. Tamping equipment shall be subject to the approval of the City.

UNDERGROUND LINES

Underground electric power or telephone line installations shall be encased in rigid steel or approved non-metallic conduit within the City's property.

WATER DISCHARGE

Licensee shall not, and will not, be permitted to discharge water into or upon any City property or facility but shall provide for carriage of any water over or across City property or facility in a manner satisfactory to the City at no expense to the City.

INTERFERENCE WITH CITY FACILITIES

At no time shall Licensee interfere with City facilities, and Licensee shall assume all risks incident to the presence of City facilities.

CARE AND REPAIR OF CITY FACILITIES

Licensee will use all reasonable means to prevent any loss or damage to the City or to others resulting from the construction, modification, replacement, repair, operation and maintenance of Licensee's installation. Any repair or replacement of any of the City's installation on its property made necessary, in the opinion of the City, because of the construction, modification, operation, maintenance, repair or replacement of Licensee's installation, shall be made only by the City and at the sole expense of the Licensee.

INSURANCE REQUIREMENTS

Licensee and their Contractor shall purchase a Comprehensive General Liability Insurance Policy with minimum limits of \$600,000 combined single limit for each occurrence. This policy should have a Broad Form Endorsement and include the following coverages: Blanket Contractual Liability, Broad Form Property Damage, Completed Operations and Personal Injury; Comprehensive Automobile Liability; and Worker's Compensation and Employer's Liability Insurance. This policy shall be attached hereto and incorporated herein. Additionally, there shall be an endorsement attached to said policy and incorporated therein on said policy providing for thirty (30) days' written notice to the Real Property Services Office of the City in the event of any material change or cancellation. The amount designated in this policy shall in no way exclude the City from pursuing further remedies against the Licensee, its successors, assigns, servants or agents, in case of injury to the City's property.

INDEMNIFICATION

Licensee shall indemnify and save harmless the City, its officers, employees and agents, against any and all claims, damages, actions or causes of action and expense to which it, or they, may be subjected by reason of Licensee's installation being located within and across the property of the City or by reason of any work done or omission or negligence made by Licensee, its agents or employees, in connection with the construction, operation, modification, replacement, maintenance, repair or removal of Licensee's installation. If the construction of all or any part of Licensee's installation is to be performed by an independent contractor under contract with the Licensee, the Licensee shall so notify the City and shall incorporate the

4-13

stipulations and conditions of this License into the contract specifications and, if required by the City, cause said independent contractor to obtain, prior to commencement of the work, an insurance policy or policies in amounts and with companies satisfactory to the City, which will protect the City from any loss or damage resulting from the work performed by the contractor.

EXPENSES TO BE BORNE BY LICENSEE

All work authorized by this License shall be performed by the Licensee at no expense to the City and, except as otherwise set forth herein, Licensee shall own and maintain its installation thereafter.

NO WARRANTY OF TITLE

The rights and privileges granted in this License are subject to prior Agreements, Licenses and conveyances, recorded or unrecorded, and it shall be the licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the City's property hereunder and to resolve any conflict.

REVERSION

If the Licensee does not use the right herein granted on its installation for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License, the City may, at its election, revoke this License forthwith by written notice to the Licensee in person or by mail at Licensee's last-known address. Upon termination of the License, the Licensee shall have ten (10) days to remove its installation from the City's property. In the event Licensee does not remove said installation within the time allowed, the City may remove said installation at Licensee's expense without liability to Licensee.

ABANDONMENT

Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the City, its officers, employees and agents, shall not terminate in any event.

ASSIGNMENTS

The rights granted Licensee hereunder may not be assigned without the written consent of the City.

FEES

The base license fee includes eight (8) hours of inspection by the City; and if the City requires further inspection, Licensee shall pay therefor at the rate of \$15.00 per hour.

REVOCABILITY

The City may, at any time, by giving the Licensee thirty (30) days' written notice, terminate this Agreement.

REMOVAL OF FACILITIES

If the City at any time during the period of this License deems it necessary to excavate in the area of the crossing for which this License is granted, for construction, modification, replacement, repair, operation of, or maintenance of any of its utility lines, mains or facilities, which work requires the moving of the Licensee's utility lines, mains or facilities, such costs of movement of the Licensee's utility lines, mains or facilities shall be borne by the Licensee.

4 of 13

SPECIAL CONDITIONS

This License is subject to the foregoing conditions and to the following special conditions:

Licensee warrants that it is not a Telecommunications provider as defined by federal law. Licensee understands that if licensee becomes a Telecommunications provider that it must re-apply for a new license agreement and this agreement shall become null and void.

PARAGRAPH HEADINGS

The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

RECORDATION

Following execution of this Agreement by both parties hereto, the City shall cause this Agreement to be recorded with the Arapahoe County Clerk and Recorder's Office in Arapahoe County, Colorado.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

6-13

Reviewed by:

Mark Mamm
Engineering

Reviewed by:

CITY OF AURORA, COLORADO,
a municipal corporation

Janelle Crosby
Life Safety

By: DR Hogan
Director of Public Works

Reviewed by:

Sam R. B.
Utilities

Reviewed by:

Dyan L. S.
Real Property

Reviewed by:

Jane M. H.
Traffic

APPROVED AS TO FORM:

Reviewed by:

Glenda M. Dominguez
Assistant City Attorney

Ann McIntire
Risk Management

The undersigned authorized officer of TRW, Inc. has read the foregoing License Agreement and agrees for and in behalf of said company that it will accept and will abide by all the terms and conditions thereof.

ATTEST

[Signature]

TRW, Inc. Walter O. Marquez
LICENSEE

By Facility mgr TRW
TITLE

Address:

16201 E. Centertech Parkway

Aurora, CO 80017

Phone: _____

6 of 13

EXHIBIT A

A LICENSE TO BE GRANTED TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE A FIBER OPTIC CABLE OVER AND ACROSS THE CITY OF AURORA FIRELANE, ACCESS AND UTILITY EASEMENTS AND THE RIGHTS-OF-WAY OF CENTRETECH PARKWAY AND EAST FIRST AVENUE SITUATED IN THE NORTHWEST QUARTER, NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, ALONG THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, BLOCK 1 AURORA CENTRETECH PARK SUBDIVISION FILING NUMBER 20 SAID POINT ALSO BEING ON THE WEST LINE OF A 23 FOOT FIRELANE AND PUBLIC ACCESS EASEMENT RECORDED IN BOOK 6005 AT PAGE 073 OF THE ARAPAHOE COUNTY RECORDS WHENCE THE CENTER OF SAID SECTION 8 BEARS SOUTH 25°28'10" EAST A DISTANCE OF 630.07 FEET MORE OR LESS;

THENCE SOUTH 28°38'00" EAST A DISTANCE OF 15.24 FEET;

THENCE SOUTH 01°35'14" WEST A DISTANCE OF 42.94 FEET TO THE SOUTH LINE OF SAID 23 FOOT FIRELANE AND PUBLIC ACCESS EASEMENT;

THENCE CONTINUING SOUTH 01°35'14" WEST A DISTANCE OF 87.08 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°06'14" AND A RADIUS OF 75.00 FEET, A DISTANCE OF 26.32 FEET;

THENCE SOUTH 21°37'47" WEST A DISTANCE OF 92.23 FEET TO THE NORTHERLY LINE OF A 26 FOOT FIRELANE, ACCESS AND UTILITY EASEMENT RECORDED AS PART OF LOT 3, BLOCK 1 OF AURORA CENTRETECH PARK SUBDIVISION FILING NUMBER 8;

THENCE SOUTH 08°22'03" WEST A DISTANCE OF 26.67 FEET TO THE SOUTHERLY LINE OF SAID 26 FOOT FIRELANE, ACCESS AND UTILITY EASEMENT;

THENCE CONTINUING SOUTH 08°22'03" WEST A DISTANCE OF 12.14 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL OF ANGLE OF 33°43'47" AND A RADIUS OF 44.00 FEET, A DISTANCE OF 25.90 FEET TO THE NORTHERLY LINE OF A 10 FOOT UTILITY EASEMENT RECORD AS PART OF SAID LOT 3;

THENCE CONTINUING ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $18^{\circ}59'34''$ AND A RADIUS OF 44.00 FEET, A DISTANCE OF 14.59 FEET;

THENCE SOUTH $70^{\circ}15'24''$ EAST A DISTANCE OF 75.23 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CENTRETECH PARKWAY, ALSO BEING THE SOUTHERLY LINE OF SAID 10' UTILITY EASEMENT;

THENCE CONTINUING SOUTH $70^{\circ}15'24''$ EAST A DISTANCE OF 9.54 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $17^{\circ}29'40''$ AND A RADIUS OF 372.92 FEET, A DISTANCE OF 113.87 FEET;

THENCE SOUTH $52^{\circ}45'44''$ EAST A DISTANCE OF 25.53 FEET;

THENCE SOUTH $47^{\circ}48'52''$ EAST A DISTANCE OF 65.85 FEET TO THE EASTERLY LINE OF SAID 10 FOOT UTILITY EASEMENT;

THENCE CONTINUING SOUTH $47^{\circ}48'52''$ EAST A DISTANCE OF 36.22 FEET;

THENCE SOUTH $47^{\circ}33'02''$ EAST A DISTANCE OF 63.93 FEET TO THE NORTH LINE OF AN 18' DRAINAGE AND UTILITY EASEMENT RECORDED IN BOOK 6200 AT PAGE 261 OF THE ARAPAHOE COUNTY RECORDS;

THENCE CONTINUING SOUTH $47^{\circ}33'02''$ EAST A DISTANCE OF 26.67 FEET TO THE SOUTH LINE OF SAID 18' DRAINAGE AND UTILITY EASEMENT ALSO BEING THE NORTH LINE OF A 10' PEDESTRIAN ACCESS EASEMENT AND A 20' UTILITY EASEMENT BOTH RECORDED IN BOOK 5673 AT PAGE 039 OF THE ARAPAHOE COUNTY RECORDS;

THENCE CONTINUING SOUTH $47^{\circ}33'02''$ EAST A DISTANCE OF 14.81 FEET TO THE SOUTH LINE OF SAID 10' PEDESTRIAN ACCESS EASEMENT;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $16^{\circ}15'33''$ AND A RADIUS OF 62.72 FEET, A DISTANCE OF 17.80 FEET TO THE SOUTH LINE OF SAID 20' UTILITY EASEMENT;

THENCE CONTINUING ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $25^{\circ}50'40''$ AND A RADIUS OF 62.72 FEET, A DISTANCE OF 28.29 FEET;

THENCE SOUTH $89^{\circ}39'15''$ EAST A DISTANCE OF 44.55 FEET TO THE WEST LINE OF A 26 FOOT FIRELANE AND ACCESS EASEMENT RECORDED IN BOOK 3861 AT PAGE 735 OF THE ARAPAHOE COUNTY RECORDS;

THENCE CONTINUING SOUTH $89^{\circ}39'15''$ EAST A DISTANCE OF 232.00 FEET;

THENCE CONTINUING ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $25^{\circ}54'37''$ AND A RADIUS OF 44.00 FEET, A DISTANCE OF 19.90 FEET TO THE SOUTHERLY LINE OF SAID 10' UTILITY EASEMENT, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF CENTRETECH PARKWAY;

THENCE CONTINUING ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $18^{\circ}59'34''$ AND A RADIUS OF 44.00 FEET, A DISTANCE OF 14.59 FEET;

THENCE SOUTH $70^{\circ}15'24''$ EAST A DISTANCE OF 75.23 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CENTRETECH PARKWAY, ALSO BEING THE SOUTHERLY LINE OF SAID 10' UTILITY EASEMENT;

THENCE CONTINUING SOUTH $70^{\circ}15'24''$ EAST A DISTANCE OF 9.54 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $17^{\circ}29'40''$ AND A RADIUS OF 372.92 FEET, A DISTANCE OF 113.87 FEET;

THENCE SOUTH $52^{\circ}45'44''$ EAST A DISTANCE OF 25.53 FEET TO THE WESTERLY LINE OF SAID 26' FIRELANE, ACCESS AND UTILITY EASEMENT;

THENCE SOUTH $47^{\circ}48'52''$ EAST A DISTANCE OF 32.26 FEET TO THE EASTERLY LINE OF SAID 26' FIRELANE, ACCESS AND UTILITY EASEMENT;

THENCE CONTINUING SOUTH $47^{\circ}48'52''$ EAST A DISTANCE OF 33.49 FEET TO THE EASTERLY LINE OF SAID 10 FOOT UTILITY EASEMENT;

THENCE CONTINUING SOUTH $47^{\circ}48'52''$ EAST A DISTANCE OF 36.22 FEET;

THENCE SOUTH $46^{\circ}33'02''$ EAST A DISTANCE OF 46.15 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST FIRST AVENUE;

THENCE CONTINUING SOUTH $47^{\circ}33'02''$ EAST A DISTANCE OF 60.30 FEET;

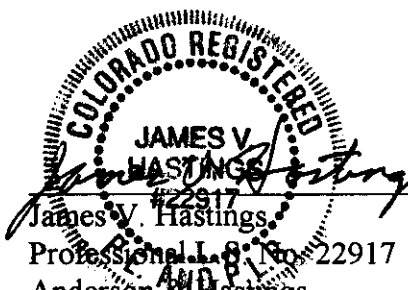
THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $42^{\circ}06'13''$ AND A RADIUS OF 60.00 FEET, A DISTANCE OF 44.09 FEET;

THENCE SOUTH $89^{\circ}39'15''$ EAST A DISTANCE OF 45.78 FEET TO THE WEST LINE OF A 26 FOOT FIRELANE AND ACCESS EASEMENT RECORDED IN BOOK 3861 AT PAGE 735 OF THE ARAPAHOE COUNTY RECORDS;

THENCE CONTINUING SOUTH $89^{\circ}39'15''$ EAST A DISTANCE OF 232.00 FEET;

10-13

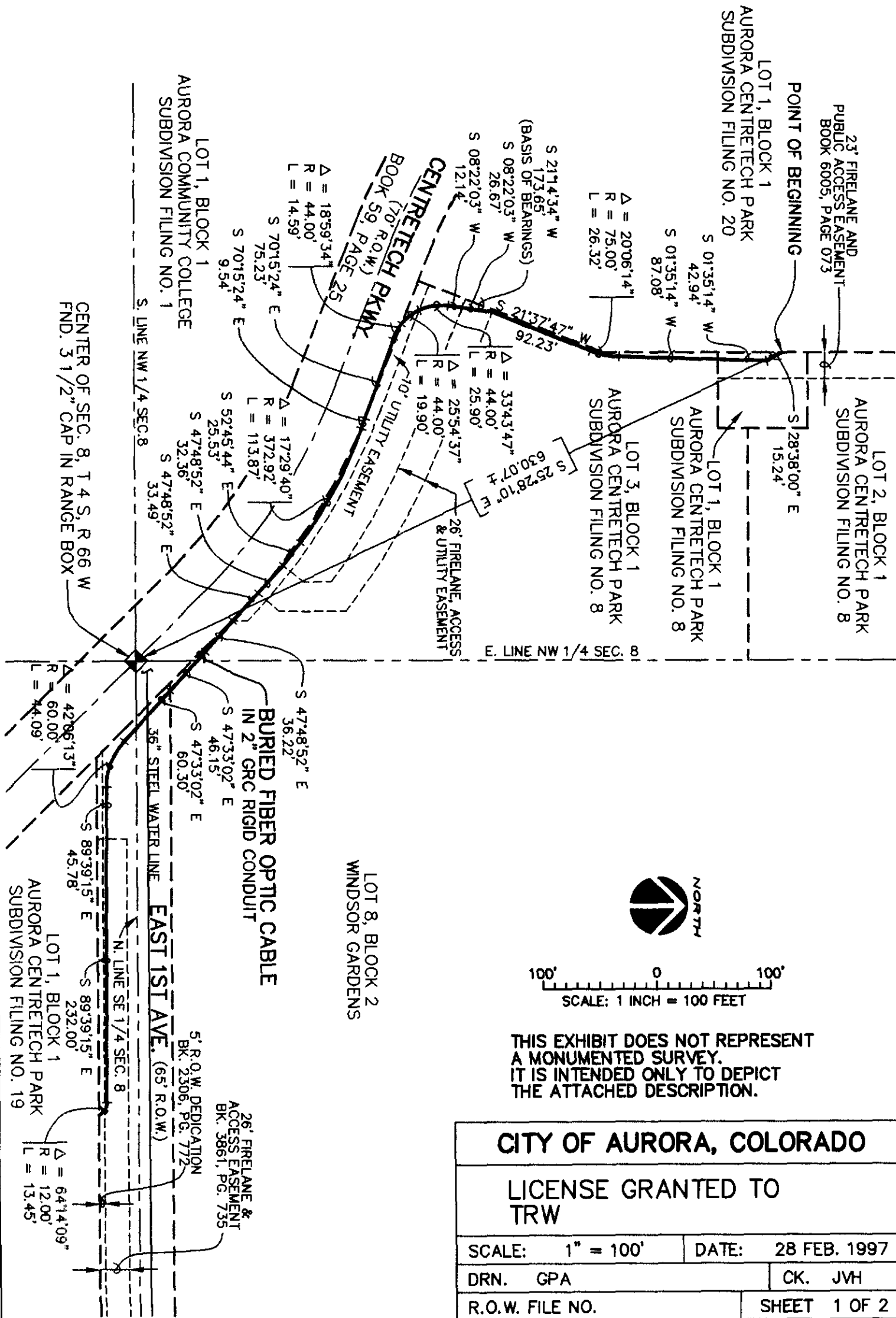
THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $64^{\circ}14'09''$ AND A RADIUS OF 12.00 FEET, A DISTANCE OF 13.45 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST FIRST AVENUE SAID POINT OF BEING THE POINT OF TERMINUS.

 *James V. Hastings* 2/28/97
JAMES V. HASTINGS
#22917
James V. Hastings
Professional Engineer No. 22917
Anderson & Hastings
Consulting Engineers, Inc.
2059 Bryant Street
Denver, Colorado 80211
(303) 433-8486

REVIEWED
BY: MBH

10-97

NW 1/4, NE 1/4, & SE 1/4 SECTION 8, TOWNSHIP 4 SOUTH,
RANGE 66 WEST of the 6th P.M.
- ARAPAHOE COUNTY -

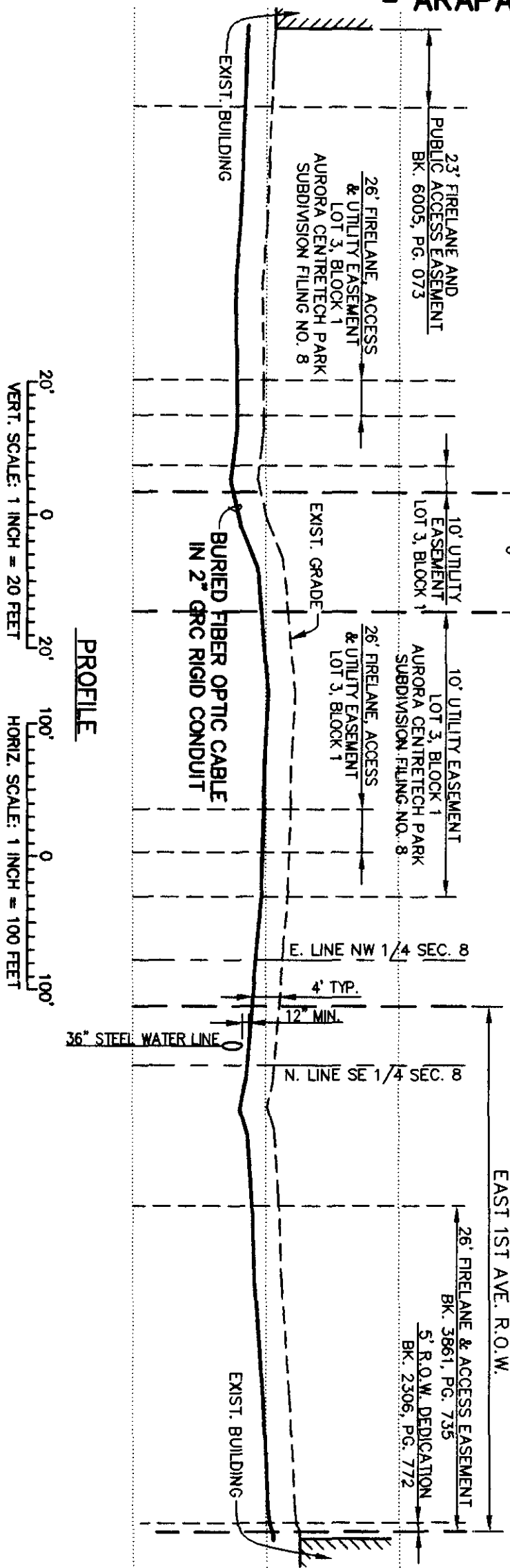


THIS EXHIBIT DOES NOT REPRESENT
A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.

CITY OF AURORA, COLORADO			
LICENSE GRANTED TO TRW			
SCALE: 1" = 100'		DATE: 28 FEB. 1997	
DRN. GPA		CK. JVH	
R.O.W. FILE NO.		SHEET 1 OF 2	

12-13

NW 1/4, NE 1/4, & SE 1/4 SECTION 8, TOWNSHIP 4 SOUTH,
RANGE 66 WEST of the 6th P.M.
- ARAPAHOE COUNTY -



CENTRETECH PKWY. R.O.W.

THIS EXHIBIT DOES NOT REPRESENT
A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.

CITY OF AURORA, COLORADO

LICENSE GRANTED TO
TRW

SCALE: AS NOTED DATE: 28 FEB. 1997

DRN. GPA CK. JVH

R.O.W. FILE NO. SHEET 2 OF 2

12-13

MARSH & MCLENNAN, INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER:

11570

PRODUCER

Marsh & McLennan, Incorporated
One Cleveland Center
1375 East Ninth Street
Cleveland, OH 44114

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

13-13

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER

A TRANSPORTATION INSURANCE CO

COMPANY
LETTER

B CONTINENTAL CASUALTY CO

COMPANY
LETTER

C

COMPANY
LETTER

D

INSURED

TRW Inc.
1900 Richmond Road
2-South
Cleveland, OH 44124-3760

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL-20-251-80-99EXT	4/01/97	5/01/97	GENERAL AGGREGATE \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV INJURY \$
	OWNER'S CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$
					MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY	BUA-70-251-81-07EX	4/01/97	5/01/97	COMBINED SINGLE LIMIT \$ 1000000
A	<input checked="" type="checkbox"/> ANY AUTO	GL-20-251-80-99EXT	4/01/97	5/01/97	BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	WC-16-179-08-58	4/01/97	4/01/98	STATUTORY LIMITS <input checked="" type="checkbox"/>
A		WC-16-179-08-44	4/01/97	4/01/98	EACH ACCIDENT \$ 1000000
					DISEASE - POLICY LIMIT \$ 1000000
					DISEASE - EACH EMPLOYEE \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: City of Aurora, its elected and appointed officials, officers, employees, agents, representatives and the title of the license are included as additional insureds under the captioned Liability coverages.

CERTIFICATE HOLDER

City of Aurora
Public Works Department
1470 South Havana
Aurora, CO 80012

CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH & MCLENNAN, INCORPORATED
BY:

Edmund J. Reinart

MME 1 (8/95)

VALID AS OF:

4/10/97

31-
1-6GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT (this "Agreement"), dated as of October 29, 1997, is between Dueck Industries Limited, Ltd., a Canadian corporation organized under the laws of the province of British Columbia ("Dueck") and Theodore H. Kruttschnitt, III and Catherine M. Kruttschnitt (together, the "Kruttschnitts").

Recitals

A. A French drain and related drainage facilities (the "Facilities") have been constructed over property owned by Dueck (the "Dueck Property") for the benefit of property owned by Kruttschnitts (the "Kruttschnitts Property").

B. The parties desire to enter into this Agreement to grant easements providing for the maintenance and operation of the Facilities in accordance with the terms and conditions set forth herein.

Agreement

A7138495
11/03/97 12:32:36
PG: 0001-006
31.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

1. Grant of Easement.

Dueck, in consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Kruttschnitts a nonexclusive, perpetual easement, right of way and access (the "Facilities Easement") under, over, across and through the portion of the Dueck Property described on Exhibit A attached hereto and forming a part hereof (the "Easement Area") for the purposes of maintaining, operating, repairing and replacing the Facilities. The easement hereby granted shall run with the land and shall be appurtenant to the Kruttschnitts Property, such that a transfer of legal title to all or any portion of the Kruttschnitts Property shall automatically transfer an interest in the easement hereby granted.

2. Cost of Operation and Maintenance.

The Facilities have been installed by Dueck. Kruttschnitts, at their sole cost and expense, shall maintain, operate, repair and replace the Facilities.

3. Reserved Rights

a. Dueck reserves the right to relocate all or any portion of the Facilities Easement at any time. In the event Dueck elects to so relocate, Dueck shall pay the costs and expenses incurred in relocating the Facilities located within the Facilities Easement and in amending this Agreement to evidence the new location of the Facilities Easement.

2-6

b. Dueck and Kruttschnitts acknowledge that the need for the Facilities and the Facilities Easement can be eliminated by appropriately grading portions of the Dueck Property. If Dueck elects to grade portions of the Dueck Property in a manner that eliminates the need for the Facilities, Dueck, with the consent of Kruttschnitts, which consent shall not be unreasonably withheld, and at Dueck's sole cost and expense, may terminate the Facilities Easement and this Agreement. Upon termination of the Facilities Easement and this Agreement, Dueck, at its sole cost and expense, shall remove the Facilities, and Kruttschnitts hereby agree to execute any and all releases and other documents reasonably requested by Dueck to evidence such termination.

c. Dueck reserves the right to use the Easement Area for any purpose that does not unreasonably interfere with the use and enjoyment of the Facilities Easement.

4. Successors and Assigns.

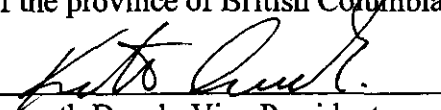
This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Dueck and Kruttschnitts.

5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and together shall constitute one document to be effective as of the date first set forth above.

Executed as of the date first set forth above.

DUECK INDUSTRIES LIMITED, LTD.,
a Canadian corporation organized under the
laws of the province of British Columbia

By: 
Kenneth Dueck, Vice President

Theodore H. Kruttschnitt, III

Catherine M. Kruttschnitt

3-6

3. Reserved Rights

a. Dueck reserves the right to relocate all or any portion of the Facilities Easement at any time. In the event Dueck elects to so relocate, Dueck shall pay the costs and expenses incurred in relocating the Facilities located within the Facilities Easement and in amending this Agreement to evidence the new location of the Facilities Easement.

b. Dueck and Kruttschnitts acknowledge that the need for the Facilities and the Facilities Easement can be eliminated by appropriately grading portions of the Dueck Property. If Dueck elects to grade portions of the Dueck Property in a manner that eliminates the need for the Facilities, Dueck, with the consent of Kruttschnitts, which consent shall not be unreasonably withheld, and at Dueck's sole cost and expense, may terminate the Facilities Easement and this Agreement. Upon termination of the Facilities Easement and this Agreement, Dueck, at its sole cost and expense, shall remove the Facilities, and Kruttschnitts hereby agree to execute any and all releases and other documents reasonably requested by Dueck to evidence such termination.

c. Dueck reserves the right to use the Easement Area for any purpose that does not unreasonably interfere with the use and enjoyment of the Facilities Easement.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Dueck and Kruttschnitts.

Executed as of the date first set forth above.

DUECK INDUSTRIES LIMITED, LTD.,
a Canadian corporation organized under the
laws of the province of British Columbia

By: _____
Kenneth Dueck, Vice President



Theodore H. Kruttschnitt, III



Catherine M. Kruttschnitt

4-6

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

The foregoing instrument was acknowledged before me this 28th day of October, 1997 by Kenneth Dueck as Vice President of Dueck Industries Limited, Ltd., a Canadian corporation organized under the laws of the province of British Columbia.

Witness my hand and official seal.

(Notarial Seal) JOANNE E. POLANSHEK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4-20-2000

Joanne E. Polanshek
Notary Public

My commission expires: _____

5-6

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of October, 1997 by Kenneth Dueck as Vice President of Dueck Industries Limited, Ltd., a Canadian corporation organized under the laws of the province of British Columbia.

Witness my hand and official seal.

(Notarial Seal)

Notary Public

My commission expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

The foregoing instrument was acknowledged before me this 28 day of October, 1997 by Theodore H. Kruttschnitt, III and Catherine M. Kruttschnitt.

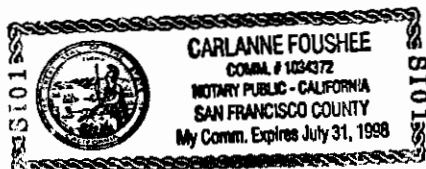
Witness my hand and official seal.

(Notarial Seal)



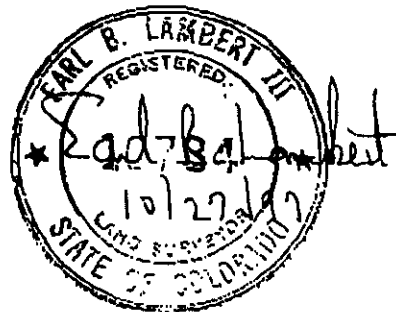
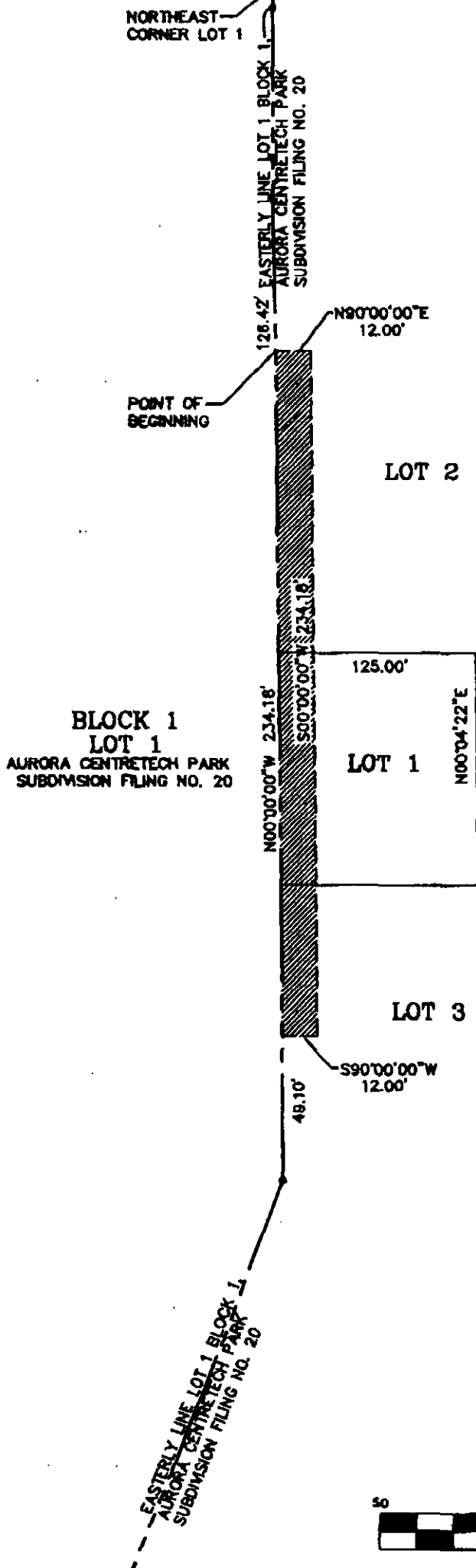
Notary Public

My commission expires: _____




DESCRIPTION

A 12.00' WIDE TRACT OF LAND LOCATED IN LOTS 1, 2 AND 3, BLOCK 1, OF AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20; THENCE S00°00'00"W ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1 OF SAID AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20, A DISTANCE OF 126.42 FEET TO THE POINT OF BEGINNING;
THENCE N00°00'00"E A DISTANCE OF 12.00 FEET;
THENCE S00°00'00"W A DISTANCE OF 234.18 FEET;
THENCE S00°00'00"W A DISTANCE OF 12.00 FEET TO THE EASTERLY LINE OF LOT 1, BLOCK 1, OF SAID AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20;
THENCE N00°00'00"E ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1, OF SAID AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20, A DISTANCE OF 234.18 FEET; TO THE POINT OF BEGINNING;
CONTAINING 2810 SQUARE FEET, OR .085 ACRES, MORE OR LESS.



CENTRETECH PARKWAY


**ALPHA
— & —
OMEGA
CONSULTANTS**
2000 E. 1st Ave.
Suite 100
Denver, CO 80202

NO.	DATE	REVISION	BY
EASEMENT A PORTION OF LOTS 1, 2, & 3 BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 ARAPAHOE COUNTY, COLORADO			
DES.	CK. E.S.L.	NO.	
DRAW. J.M.C.	DATE 10/17/97	D3710-03.2	

2

6

A8097030

Recorded at _____ o'clock ____m., _____ Reception No. _____ Recorder _____

A8097030
6/25/98 16:16:50
PG: 0001-001
6.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this 25th day of June, 1998, between **DUECK INDUSTRIES LTD.**, a Canadian corporation, grantor, and **CENTRETECH LAND INVESTORS LLC**, a Colorado limited liability company, grantee, whose legal address is **2060 Broadway, Suite 250, Boulder, Colorado 80302**.

WITNESSETH, that the grantor, for and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and the State of Colorado, described as follows:

Any and all water and water rights, ditch and ditch rights, reservoir and reservoir rights, wells and well rights, pumps, pipes and equipment, whether surface or underground, tributary, non-tributary and not nontributary, in, on, under, appurtenant to and used upon the Northwest one-quarter and the Southeast one-quarter of Section 8, Township 4 South, Range 66 West of the 6th P.M.

also known by street and number as: _____ N/A _____.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above-bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this Deed on the date set forth above.



DUECK INDUSTRIES LTD.,
A Canadian corporation organized under the laws of the province of British Columbia

By: Kenneth Dueck
Kenneth Dueck, Vice President

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 25th day of June, 1998, by Kenneth Dueck as Vice President of Dueck Industries Ltd., a Canadian corporation organized under the laws of the province of British Columbia.

My commission expires:
WITNESS my hand and official seal.

JOANNE E. POLANSHEK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4-20-2000

Joanne E. Polanshek
Notary Public
01420359

46

B2196545
10/17/2002 10:02:31
PG: 0001-009
46.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

QUITCLAIM DEED

THIS DEED, made this 16th day of October, 2002, between CENTRETECH LAND INVESTORS LLC, a Colorado limited liability company ("Grantor"), and AURORA CENTRETECH, LLC, a Colorado limited liability company whose legal address is 7180 West 14th Avenue, Lakewood, CO 80215 ("Grantee").

WITNESS, that the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, described as follows:

All water and water rights, ditch and ditch rights, wells and well rights and pipes, casings, pumps and delivery systems, in, on, under, appurtenant to or used in connection with that real property more particularly described on Exhibit A attached hereto and incorporated herein.

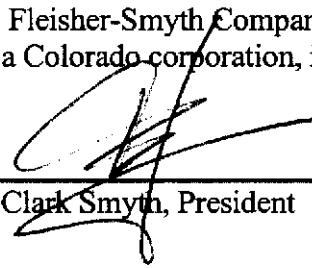
also known by street and number as: vacant land located in what is generally known as Centretch Business Park, Aurora Colorado. No address available.
assessor's schedule or parcel number, to the extent available are set forth on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, it successors and assigns forever.

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

CENTRETECH LAND INVESTORS LLC
a Colorado limited liability company

By: Fleisher-Smyth Company
a Colorado corporation, its Manager

By 
Clark Smyth, President

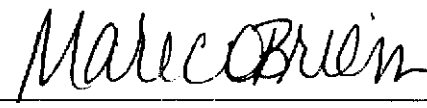
STATE OF COLORADO)
) ss,
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of October, 2002, by Clark Smyth as President of Fleisher-Smyth Company, a Colorado corporation, as Manager of Centretch Land Investors LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

NOTARY
SEAL

MARI C. O'BRIEN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires July 7, 2006


Notary Public

when recorded return to:
Aurora Centretch LLC
7180 W. 14th Ave.
Lakewood, CO 80214
Attn: Ethan Jacobson
ating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)
IM DEED

2/9

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 7 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 7;

THENCE SOUTH 00 DEGREES 04 MINUTES 17 SECONDS EAST NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 255.00 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 45 DEGREES 34 MINUTES 23 SECONDS, A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 67 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 77.46 FEET AND AN ARC DISTANCE OF 79.54 FEET;

2) NORTH 89 DEGREES 55 MINUTES 43 SECONDS WEST TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 78.85 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 155.34 FEET;

THENCE ALONG THE NORTHWESTERLY LINE OF A PARCEL OF LAND RECORDED AT BOOK 5877 PAGE 376 IN THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE, STATE OF COLORADO, THE FOLLOWING THREE (3) COURSES:

1) NORTH 89 DEGREES 06 MINUTES 43 SECONDS EAST A DISTANCE OF 20.16 FEET;

2) NORTH 44 DEGREES 42 MINUTES 11 SECONDS EAST A DISTANCE OF 59.12 FEET;

3) NORTH 00 DEGREES 32 MINUTES 55 SECONDS EAST A DISTANCE OF 27.40 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 43 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 87.99 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 17, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 3:

LOT 1, BLOCK 2, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 4:

A PARCEL OF LAND BEING A PORTION OF LOT 5, BLOCK 2, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, BLOCK 2, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10;

THENCE NORTH 89 DEGREES 56 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY LINE OF

3/9

LEGAL DESCRIPTION

SAID LOT 5 A DISTANCE OF 175.00 FEET;
THENCE SOUTH 00 DEGREES 03 MINUTES 27 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 5 A DISTANCE OF 126.39 FEET;
THENCE SOUTH 89 DEGREES 56 MINUTES 14 SECONDS WEST A DISTANCE OF 12.66 FEET;
THENCE SOUTH 37 DEGREES 44 MINUTES 49 SECONDS WEST NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE PARALLEL WITH AND 10.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID LOT 5 A DISTANCE OF 205.44 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17 DEGREES 47 MINUTES 19 SECONDS, A RADIUS OF 465.00 FEET, A CHORD WHICH BEARS NORTH 42 DEGREES 07 MINUTES 34 SECONDS WEST A DISTANCE OF 143.79 FEET, AND AN ARC DISTANCE OF 144.37 FEET;
THENCE NORTH 33 DEGREES 13 MINUTES 54 SECONDS WEST TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE WESTERLY LINE OF SAID LOT 5 A DISTANCE OF 119.51 FEET;
THENCE NORTH 56 DEGREES 46 MINUTES 07 SECONDS EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 5 A DISTANCE OF 149.73 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 6:

LOT 6, BLOCK 2, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 7:

LOT 9, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 8:

A PARCEL OF LAND BEING A PORTION OF LOT 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10;
THENCE SOUTH 00 DEGREES 05 MINUTES 32 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 10, A DISTANCE OF 97.41 FEET;
THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE:

- 1) SOUTH 71 DEGREES 55 MINUTES 48 SECONDS WEST A DISTANCE OF 140.92 FEET;
- 2) THENCE NORTH 62 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 148.00

4/9

LEGAL DESCRIPTION

FEET;

THENCE NORTH 27 DEGREES 33 MINUTES 57 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE WESTERLY LINE OF SAID LOT 10 A DISTANCE OF 72.90

FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01 DEGREES 55 MINUTES 00 SECONDS, A RADIUS OF 280.00 FEET, A CHORD BEARING OF NORTH 26 DEGREES 36 MINUTES 25 SECONDS EAST A DISTANCE OF 9.37 FEET AND AN ARC DISTANCE OF 9.37 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 28 SECONDS EAST NON-TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE NORTHERLY LINE OF SAID LOT 10 A DISTANCE OF 227.37 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

A PARCEL OF LAND BEING A PORTION OF LOT 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1, AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE;

THENCE THE FOLLOWING TWO COURSES ALONG THE EASTERLY LINE OF SAID FILING 21:

1) NORTH 18 DEGREES 04 MINUTES 17 SECONDS WEST A DISTANCE OF 178.08 FEET;

2) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 58.76 FEET;

THENCE THE FOLLOWING TWO COURSES ALONG THE EASTERLY LINE OF LOTS 9 AND 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10 AS RECORDED AT BOOK 83, PAGE 41, RECEPTION NO. 2532034 IN THE COUNTY OF ARAPAHOE CLERK AND RECORDERS OFFICE:

1) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 97.41 FEET;

2) NORTH 00 DEGREES 05 MINUTES 32 SECONDS EAST A DISTANCE OF 139.22 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 197.94 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, VERIZON WIRELESS SUBDIVISION FILING NO. 1;

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE AND ALONG THE WEST LINE OF SAID VERIZON WIRELESS SUBDIVISION FILING NO. 1 A DISTANCE OF 431.38 FEET.

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1 ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 44 MINUTES 25 SECONDS, A RADIUS OF 535.00 FEET, A CHORD BEARING OF SOUTH 76 DEGREES 46 MINUTES 28 SECONDS WEST A DISTANCE OF 144.14 FEET AND AN ARC DISTANCE OF 144.58 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

LOT 2, BLOCK 1, WESTRIDGE SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 11:

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 16 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 16;

THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTHEASTERLY LINE OF SAID LOT 2:

1) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08 DEGREES 48 MINUTES 04 SECONDS, A RADIUS OF 535.00 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 27 MINUTES 39 SECONDS EAST A DISTANCE OF 82.10 FEET, AND AN ARC DISTANCE OF 82.18 FEET;

2) SOUTH 65 DEGREES 51 MINUTES 41 SECONDS EAST TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 101.35 FEET;

3) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 54 SECONDS, A RADIUS OF 465.00 FEET, A CHORD BEARING OF SOUTH 54 DEGREES 03 MINUTES 44 SECONDS EAST A DISTANCE OF 190.17 FEET, AND AN ARC DISTANCE OF 191.52 FEET;

4) SOUTH 42 DEGREES 15 MINUTES 47 SECONDS EAST TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 108.55 FEET;

5) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 20.00 FEET; A CHORD BEARING OF SOUTH 02 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.42 FEET;

THENCE SOUTH 47 DEGREES 44 MINUTES 13 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 306.82 FEET;

THENCE NORTH 42 DEGREES 15 MINUTES 47 SECONDS WEST ALONG A LINE 25.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 2 A DISTANCE OF 485.11 FEET;

THENCE NORTH 47 DEGREES 44 MINUTES 13 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 A DISTANCE OF 220.36 FEET TO THE POINT OF BEGINNING.

PARCEL 12:

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2 NORTH 89 DEGREES 55 MINUTES 38 SECONDS WEST, A DISTANCE OF 175.00 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 22 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1 OF SAID AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 53.00 FEET;

THENCE N 89 DEGREES 55 MINUTES 38 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 66.98 FEET;

6/9

LEGAL DESCRIPTION

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE A DISTANCE OF 229.99 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE NORTHERLY LINE OF SAID LOT 2, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 222.27 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 44 DEGREES 56 MINUTES 09 SECONDS EAST A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.41 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE EASTERLY LINE OF SAID LOT 2, BLOCK 1 A DISTANCE OF 263.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8;

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE SOUTHERLY LINE OF LOT 2, BLOCK 1 OF SAID AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 53.00 FEET;

THENCE CONTINUING SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 26.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 38 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 66.88 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO A DISTANCE OF 79.00 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 66.98 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

A PARCEL OF LAND BEING A PORTION OF LOT 3, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8;

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 143.91 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 87

7/19

LEGAL DESCRIPTION

DEGREES 47 MINUTES 49 SECONDS, A RADIUS OF 57.00 FEET, A CHORD BEARING OF SOUTH 22 DEGREES 13 MINUTES 54 SECONDS EAST A DISTANCE OF 79.05 FEET, AND AN ARC DISTANCE OF 87.34 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 22 SECONDS WEST NON-TANGENT WITH THE LAST DESCRIBED CURVE ALONG THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 271.31 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 28 SECONDS WEST TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG THE SOUTHERLY LINE OF SAID LOT 3 A DISTANCE OF 49.44 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 23 DEGREES 45 MINUTES 58 SECONDS, A RADIUS OF 535.00 FEET, A CHORD BEARING OF NORTH 56 DEGREES 52 MINUTES 27 SECONDS WEST A DISTANCE OF 220.33 FEET, AND AN ARC DISTANCE OF 221.92 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 68 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 122.77 FEET;

THENCE NORTH 21 DEGREES 14 MINUTES 34 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 20 AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO A DISTANCE OF 173.65 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.71 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 66.88 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 1 A DISTANCE OF 26.00 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 8 A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

PARCEL 15:

A PARCEL OF LAND BEING A PART OF LOT 2 AND LOT 3, BLOCK 3, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 14, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 2, BLOCK 1, RATHEON SUBDIVISION FILING NO. 1;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 3, BLOCK 3, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 14 THE FOLLOWING THREE (3) COURSES:

1. SOUTH 38 DEGREES 14 MINUTES 41 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 3.70 FEET;

2. THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES 03 MINUTES 23 SECONDS, A RADIUS OF 1335.00 FEET, A CHORD BEARING SOUTH 51 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 601.90 FEET, AND AN ARC DISTANCE OF 607.12 FEET;

3. THENCE SOUTH 25 DEGREES 42 MINUTES 00 SECONDS WEST NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 305.79 FEET;

LEGAL DESCRIPTION

THENCE NORTH 67 DEGREES 27 MINUTES 28 SECONDS WEST A DISTANCE OF 140.55 FEET;
 THENCE NORTH 67 DEGREES 28 MINUTES 15 SECONDS WEST A DISTANCE OF 169.61 FEET;
 THENCE NORTH 65 DEGREES 32 MINUTES 53 SECONDS WEST A DISTANCE OF 151. 80 FEET;
 THENCE NORTH 79 DEGREES 18 MINUTES 29 SECONDS WEST A DISTANCE OF 151.42 FEET;
 THENCE NORTH 74 DEGREES 06 MINUTES 56 SECONDS WEST A DISTANCE OF 116.87 FEET;
 THENCE NORTH 68 DEGREES 59 MINUTES 31 SECONDS WEST A DISTANCE OF 117.52 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 2, BLOCK 1, RAYTHEON SUBDIVISION FILING NO. 1;
 THENCE NORTH 50 DEGREES 52 MINUTES 54 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, BLOCK 1, RAYTHEON SUBDIVISION FILING NO. 1 A DISTANCE OF 588.17 FEET TO THE POINT OF BEGINNING.

PARCEL 16:

A PARCEL OF LAND BEING A PART OF LOT 4, BLOCK 3, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 14, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4;
 THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 4 THE FOLLOWING FIVE (5) COURSES:

1. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 41 MINUTES 25 SECONDS, A RADIUS OF 1335.00 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 08 MINUTES 47 SECONDS EAST A DISTANCE OF 593.59 FEET, AND AN ARC DISTANCE OF 598.59 FEET;
2. THENCE SOUTH 86 DEGREES 54 MINUTES 43 SECONDS EAST NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 130.29 FEET;
3. THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 95.00 FEET;
4. THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 44 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 35.36 FEET, AND AN ARC DISTANCE OF 39.27 FEET;
5. THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 533.00 FEET;

THENCE ALONG THE SOUTHERLY AND SOUTHWESTERLY LINES OF SAID LOT 4, BLOCK 3, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 14 THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 89 DEGREES 57 MINUTES 30 SECONDS WEST A DISTANCE OF 65.00 FEET;
- 2) NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 128.03 FEET;

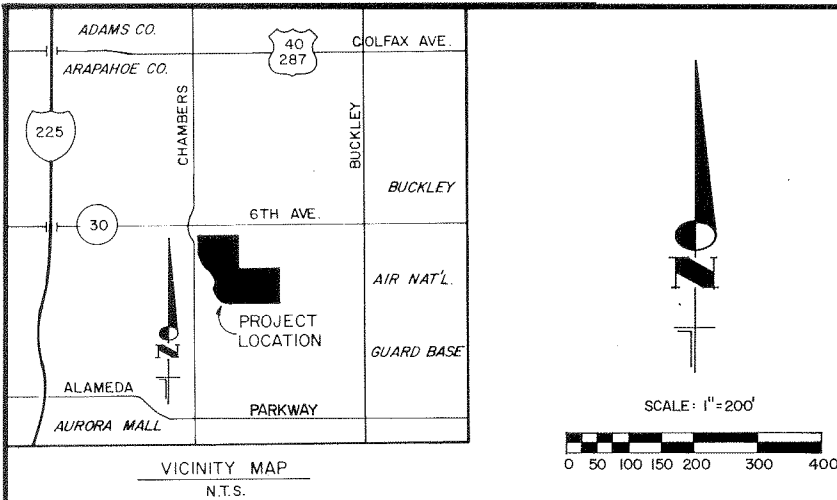
LEGAL DESCRIPTION

3) NORTH 68 DEGREES 59 MINUTES 31 SECONDS WEST A DISTANCE OF 268.79 FEET;

THENCE ALONG THE SOUTHEASTERLY AND NORTHEASTERLY LINES OF A PARCEL OF LAND RECORDED UNDER RECEPTION NO. B2027658 AND RECEPTION NO. B1227809 THE FOLLOWING EIGHT (8) COURSES;

- 1) NORTH 21 DEGREES 01 MINUTES 57 SECONDS EAST A DISTANCE OF 23.33 FEET;
- 2) NORTH 71 DEGREES 37 MINUTES 35 SECONDS WEST A DISTANCE OF 4.70 FEET;
- 3) NORTH 69 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 135.23 FEET;
- 4) NORTH 66 DEGREES 03 MINUTES 05 SECONDS WEST A DISTANCE OF 146.27 FEET;
- 5) NORTH 68 DEGREES 53 MINUTES 02 SECONDS WEST A DISTANCE OF 77.18 FEET;
- 6) NORTH 74 DEGREES 44 MINUTES 20 SECONDS WEST A DISTANCE OF 114.15 FEET;
- 7) NORTH 68 DEGREES 29 MINUTES 18 SECONDS WEST A DISTANCE OF 112.77 FEET;
- 8) NORTH 67 DEGREES 27 MINUTES 28 SECONDS WEST A DISTANCE OF 12.63 FEET;

THENCE NORTH 25 DEGREES 42 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 4 A DISTANCE OF 305.79 FEET TO THE POINT OF BEGINNING.



AURORA CENTRETECH PARK SUBDIVISION

FILING NO. 1

A TRACT OF LAND IN THE NW 1/4 SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

DEDICATION

Know all men by these presents that the undersigned warrants that as Owner of a parcel of land located in the Northwest one-quarter of Section 8, Township 4 South, Range 66 West of the Sixth Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 8; THENCE S00°09'03"W along the west line of the Northwest one-quarter of said Section 8 a distance of 80.00 feet to a point on the southerly right-of-way line of East Sixth Avenue as recorded in Book 1887, Page 520; THENCE N89°55'43"E along said right-of-way line and 80.00 feet south of and parallel with the north line of said Northwest one-quarter a distance of 38.56 feet to the POINT OF BEGINNING; THENCE continuing N89°55'43"E along said right-of-way line 80.00 feet south of and parallel with the north line of the Northwest one-quarter of said Section 8 a distance of 1284.47 feet to a point on the east line of the Northwest one-quarter of the Northwest one-quarter of said Section 8; THENCE S00°09'03"W along said east line of the Northwest one-quarter of the Northwest one-quarter of said Section 8 a distance of 1240.68 feet to the northwest corner of the Southeast one-quarter of the Northwest one-quarter of said Section 8; THENCE N89°56'14"E along the north line of the Southeast one-quarter of the Northwest one-quarter of said Section 8 a distance of 1288.87 feet to the northwest corner of a parcel of land as described in Book 2306, Page 772, Arapahoe County Records, said point being on a line 35.00 feet west of and parallel with the east line of the Northwest one-quarter of said Section 8; THENCE S00°04'22"W along the west line of said parcel of land as described in Book 2306, Page 772, said line being 35.00 feet west of and parallel with the east line of the Northwest one-quarter of said Section 8 a distance of 1285.98 feet to a point on the north line of another parcel of land as described in said Book 2306, Page 772, said point being on a line 35.00 feet north of and parallel with the south line of the Northwest one-quarter of said Section 8; THENCE S89°55'45"W along the north line of said parcel of land as described in Book 2306, Page 772, said line being 35.00 feet north of and parallel with the south line of the Northwest one-quarter of said Section 8 a distance of 1168.76 feet to a point on the northeasterly right-of-way line of the 100.00 foot right-of-way of the Highline Canal; THENCE along said northeasterly right-of-way line of the Highline Canal the following Seventeen (17) courses:

- Along the arc of a curve to the left having a chord which bears N44°58'23"W a distance of 207.05 feet, a central angle of 27°34'14", and a radius of 434.46 feet, a distance of 209.06 feet to a point of tangent;
- N58°45'30"W along said tangent a distance of 194.69 feet to a point of curve;
- Along the arc of a curve to the right, having a chord which bears N51°00'22"W a distance of 251.26 feet, a central angle of 15°30'15", and a radius of 931.36 feet, a distance of 252.02 feet to a point of tangent;
- N43°15'15"W along said tangent a distance of 400.10 feet to a point of curve;
- Along the arc of a curve to the right, having a chord which bears N28°29'15"W a distance of 101.76 feet, a central angle of 27°32'00", and a radius of 213.81 feet, a distance of 102.74 feet to a point of compound curve;
- Along the arc of a curve to the right, having a chord which bears N15°22'23"E a distance of 48.16 feet, a central angle of 62°11'15", and a radius of 46.63 feet, a distance of 50.61 feet to a point of tangent;
- N46°28'00"E along said tangent a distance of 329.87 feet to a point of curve;
- Along the arc of a curve to the left, having a chord which bears N05°56'00"W a distance of 237.04 feet, a central angle of 104°48'00", and a radius of 149.59 feet, a distance of 273.61 feet to a point of tangent;
- N58°20'00"W along said tangent a distance of 101.50 feet to a point of curve;
- Along the arc of a curve to the right, having a chord which bears N54°54'00"W a distance of 168.58 feet, a central angle of 06°52'00", and a radius of 1407.46 feet, a distance of 168.68 feet to a point of tangent;
- N51°28'00"W along said tangent a distance of 206.94 feet to a point of curve;
- Along the arc of a curve to the right, having a chord which bears N41°36'37"W a distance of 284.82 feet, a central angle of 19°42'45", and a radius of 831.96 feet, a distance of 286.24 feet to a point of tangent;
- N31°45'15"W along said tangent a distance of 66.20 feet to a point of curve;
- Along the arc of a curve to the left, having a chord which bears N34°15'22"W a distance of 85.36 feet, a central angle of 05°00'15", and a radius of 977.69 feet, a distance of 85.39 feet to a point of tangent;
- N36°45'30"W along said tangent a distance of 62.82 feet to a point of curve;
- Along the arc of a curve to the right, having a chord which bears N18°22'53"W a distance of 316.40 feet, a central angle of 36°45'15", a radius of 501.80 feet, a distance of 321.80 feet to a point of tangent;
- N00°00'15"W along said tangent a distance of 260.16 feet to the POINT OF BEGINNING, containing 80.342 acres (3,499,683 square feet), more or less.

Has laid out, platted, and subdivided the same into lots, blocks, and streets as shown on this plat under the name and style of Aurora CentreTech Park Subdivision Filing No. 1, and by these presents, do grant to the City of Aurora, County of Arapahoe, State of Colorado, for the perpetual use of the public, the streets and easements as shown hereon and not previously dedicated for public use.

The undersigned owners, for themselves, their heirs, successors and assigns, covenant and agree with the City of Aurora that no structure constructed on any portion of the platted land shown herein, shall be occupied or used unless and until all public improvements as defined by Article XXII, Chapter 41, of the City Code of Aurora, Colorado, are in place and accepted by the City, or cash funds or other security for the same are escrowed with the City of Aurora, and a Certificate of Occupancy has been issued by the City.

OWNER'S CERTIFICATE:

OWNER: DUECK DEVELOPMENTS, INC.

David H. Moore
David H. Moore, Assistant Secretary
Dueck Developments, Inc.

State of Colorado }
County of ARAPAHOE } SS

The foregoing instrument was acknowledged before me this 19th day of SEPTEMBER, 1982, by David H. Moore as Assistant Secretary of Dueck Developments, Inc.

Witness my hand and seal.

My commission expires: 8/14/84 Notary Public

10855 E. Bethany Ave.
Aurora, Co 80014

SURVEYOR'S CERTIFICATE:

I hereby certify that I was in responsible charge of the survey work used in the preparation of this plat; that the position of the platted points shown hereon have an accuracy of not less than one foot in ten thousand (10,000) feet prior to adjustments, and that all the boundary monuments and control corners shown hereon were in place as described on February 26, 1982.

State of Colorado
County of Arapahoe
Notary Public
David H. Moore, Assistant Secretary
Dueck Developments, Inc.

CITY OF AURORA APPROVAL:

The foregoing instrument is approved and conveyance of the streets and easements shown herein and is accepted by the City of Aurora, Colorado, this 22nd day of OCT, 1982, subject to the condition that the City shall undertake maintenance of such streets only after construction of said streets have been completed by the Subdivider.

Mayor: E. E. Johnston Date: 10/20/82
City Clerk: Thomas J. Brown Date: 10/20/82
City Engineer: William R. Brea Date: 10-20-82
City Attorney: J. J. G. Paul Date: 10/20/82
Planning Commission: [Signature] Date: 10/20/82

RECORDER'S CERTIFICATE:

Accepted for filing in the office of the Clerk and Recorder of Arapahoe County, Colorado, at 10:45 o'clock A.M. this 1st day of November, 1982.

Reception No. 2216833, Book No. 59, Page No. 25

Clerk and Recorder: [Signature] Deputy: [Signature]

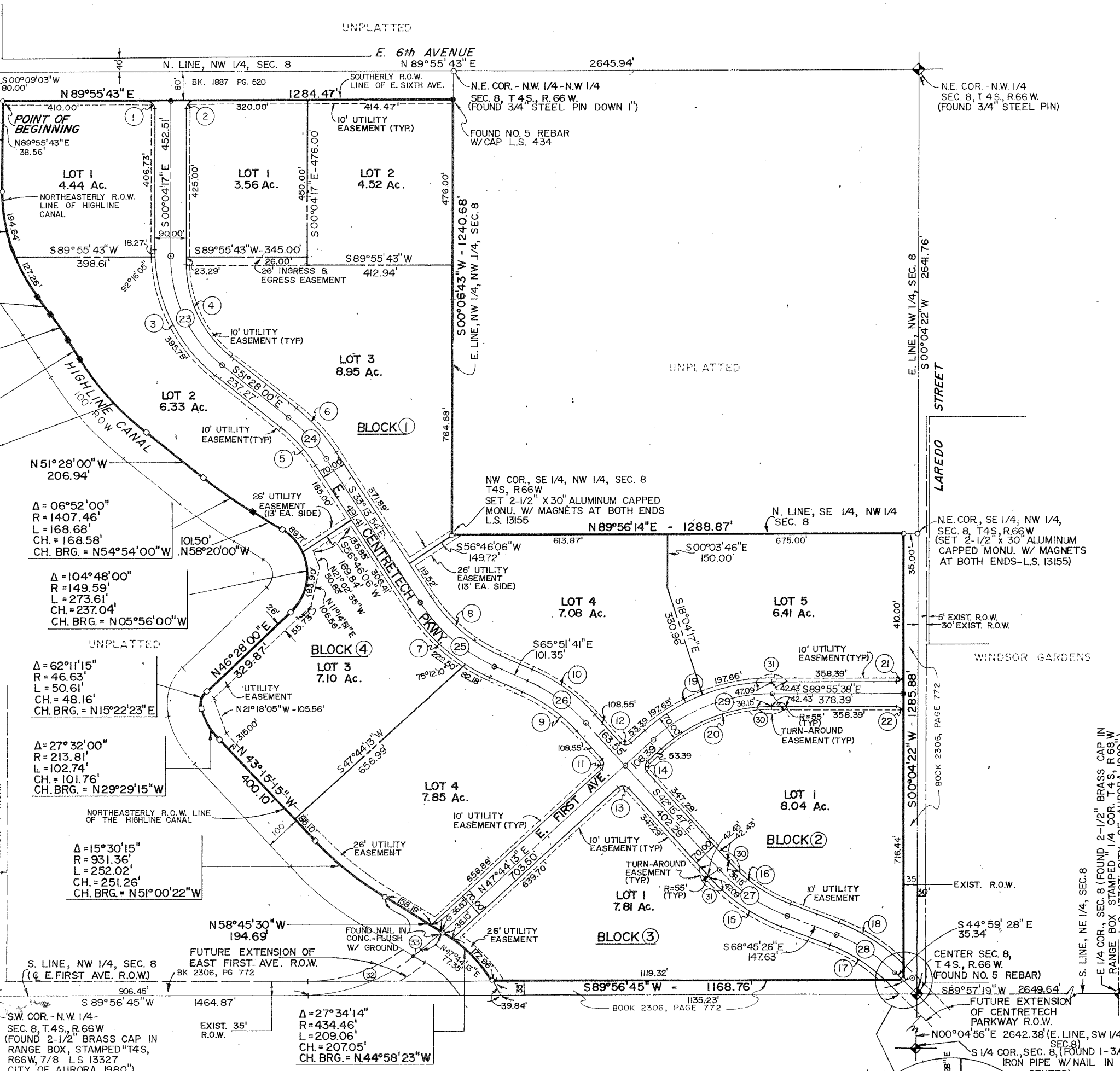
NOTES:

- Right-of-way for ingress and egress for service and emergency vehicles is granted over, across, on and through any and all private roads and ways now or hereafter established on the described property, and the same are hereby designated as fire lanes and emergency and service vehicle roads, and shall be posted "No Parking - Fire Lane".
 - The easement area within each lot is to be continuously maintained by the Owner of the lot, excepting the City of Aurora from such responsibility. Any structures inconsistent with the use granted in the easement are prohibited.
 - Bearings are based on the north line of the NW1/4 of Section 8, Township 4 South, Range 66 West of the 6th Principal Meridian, which bears N89°55'43"E per boundary survey by Merrick, Job No. 298-4022, dated March 3, 1982.
 - The courses along the east line of the Highline Canal right-of-way at Chambers Road have been supplied by the Denver Water Board, and verified in the field where ever possible.
 - According to Colorado Law, you must commence any legal action based upon any defect in this survey within six years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- DENOTES FOUND NAIL IN CONCRETE FILLED PIPE, DENVER WATER BOARD MONUMENT.
 - DENOTES FOUND DENVER WATER BOARD BRASS CAP ON PIPE, L.S. 16398.
 - DENOTES SET NO. 5 REBAR W/CAP L.S. 13155.
 - ◎ DENOTES #5 REBAR AND CAP W/ L.S. NO. 1, TO BE SET IN AURORA RANGE BOXES UPON COMPLETION OF STREET CONSTRUCTION PER COLORADO STATUTE 38-51-101 (2 & 3).

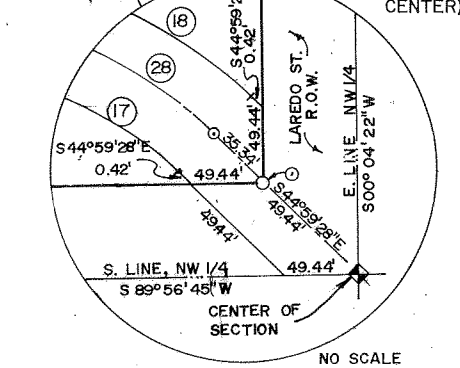
FIRE HYDRANT NOTE:
THE CITY OF AURORA FIRE DEPARTMENT RESERVES THE RIGHT TO REQUIRE ADDITIONAL FIRE HYDRANTS WITHIN ANY LOT. THE NUMBER AND LOCATION OF THE FIRE HYDRANTS WILL BE DETERMINED BY THE FIRE DEPARTMENT AS DEVELOPMENT ON EACH LOT DICTATES, AND PLACED AT THE EXPENSE OF THE INDIVIDUAL LOT OWNER.

SCALE: 1"=200'
DRAWN: JSC
CHECKED: SPG
APPROVED: [Signature]

MERRICK
Merrick & Company, Telephone 303/751-0741
10855 E. Bethany Drive • Aurora, Colorado 80014
Post Office Box 22026 • Denver, Colorado 80222
JOB 298-4360, DATE JULY 82, SH. 1 OF 1



CURVE DATA				CURVE DATA				CURVE DATA			
CURVE #	DELTA	RADIUS	LENGTH	CURVE #	DELTA	RADIUS	LENGTH	CURVE #	DELTA	RADIUS	LENGTH
1	90°00'00"	25.00'	39.27'	13	90°00'00"	20.00'	31.42'	25	32°37'47"	500.00'	284.75'
2	90°00'00"	25.00'	39.27'	14	90°00'00"	20.00'	31.42'	26	23°35'54"	500.00'	205.93'
3	51°23'43"	461.59'	414.06'	15	26°29'39"	535.00'	247.39'	27	26°29'39"	500.00'	231.21'
4	51°23'43"	338.41'	303.56'	16	26°29'39"	465.00'	215.02'	28	23°45'58"	500.00'	207.40'
5	18°14'06"	465.00'	147.99'	17	23°45'58"	465.00'	192.88'	29	42°20'09"	500.00'	369.45'
6	18°14'06"	535.00'	170.27'	18	23°45'58"	535.00'	221.92'	30	98°28'52"	55.00'	94.54'
7	32°37'47"	535.00'	304.68'	19	42°20'09"	635.00'	395.31'	31	103°20'53"	55.00'	99.21'
8	32°37'47"	465.00'	264.82'	20	42°20'09"	465.00'	343.59'	32	39°05'41"	500.00'	34.71'
9	23°35'54"	465.00'	191.52'	21	90°00'00"	20.00'	31.42'	33	03°06'51"	500.00'	2.718'
10	23°35'54"	535.00'	220.35'	22	90°00'00"	20.00'	31.42'				
11	90°00'00"	20.00'	31.42'	23	51°23'43"	400.00'	358.81'				
12	90°00'00"	20.00'	31.42'	24	18°14'06"	500.00'	159.13'				



Rot Rec 10/21/85 B. 4576 P. 797

59-25

C2-2110 1/1

AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10

POINT OF COMMENCEMENT

NW COR. - SEC. 8, T.4S, R.66W.
FOUND 2-1/2" BRASS CAP IN CONC.
L.S. NO. 13327

NE COR. NW 1/4, NW 1/4,
SEC. 8, T.4S, R.66W.
(FOUND 3/4" STEEL PIN DOWN 1")

BEING A RESUBD. OF LOT 4 AND PART OF LOTS 3 & 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1,
AND A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6th PM,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT DUECK INDUSTRIES LTD. A CANADIAN CORPORATION, WARRANTS THAT THEY ARE THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING A RESUBDIVISION OF LOT 4 AND A PART OF LOTS 3 AND 5, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1, BOOK 59, PAGE 25, RECEPTION NO. 2216833, ARAPAHOE COUNTY RECORDS, AND A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE N89°55'43"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 A DISTANCE OF 563.25 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF EAST CENTRETECH PARKWAY AND ITS NORTHERLY PROLONGATION THEREOF THE FOLLOWING THREE (3) COURSES:

1. S00°04'17"E A DISTANCE OF 553.29 FEET TO A POINT OF CURVE;
2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD BEARING S25°46'09"E A DISTANCE OF 293.48 FEET, A CENTRAL ANGLE OF 51°23'43", A RADIUS OF 338.41 FEET AN ARC DISTANCE OF 303.56 FEET TO A POINT OF TANGENT;
3. THENCE S11°23'00"E A DISTANCE OF 51.68 FEET TO THE POINT OF BEGINNING;

THENCE N89°55'43"E A DISTANCE OF 517.58 FEET; THENCE N00°04'17"W A DISTANCE OF 75.00 FEET; THENCE N44°55'43"E A DISTANCE OF 35.36 FEET; THENCE N89°55'43"E A DISTANCE OF 348.83 FEET; THENCE N00°04'17"W A DISTANCE OF 37.63 FEET; THENCE N89°55'43"E A DISTANCE OF 140.26 FEET; THENCE N00°04'17"W A DISTANCE OF 52.00 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE N89°55'43"E ALONG SAID LINE A DISTANCE OF 220.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE S00°05'32"W ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 AND ITS SOUTHERLY PROLONGATION THEREOF A DISTANCE OF 955.78 FEET TO THE EASTERLY LINE OF LOT 4, BLOCK 1, SAID AURORA CENTRETECH PARK SUBDIVISION FILING NO. 1; THENCE S18°04'17"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE ALONG SAID EASTERLY LINE A DISTANCE OF 178.08 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST CENTRETECH DRIVE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD BEARING S58°19'15"W A DISTANCE OF 196.53 FEET, A CENTRAL ANGLE OF 21°10'02", A RADIUS OF 535.00 FEET AN ARC DISTANCE OF 197.65 FEET TO A POINT OF TANGENT;
2. THENCE S47°44'13"W A DISTANCE OF 53.39 FEET TO A POINT OF CURVE;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD BEARING N87°15'46"W A DISTANCE OF 28.28 FEET, A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET AN ARC DISTANCE OF 31.42 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF EAST CENTRETECH PARKWAY AND A POINT OF TANGENT;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES:

1. N42°15'47"W A DISTANCE OF 108.55 FEET TO A POINT OF CURVE;
2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD BEARING N54°03'44"W A DISTANCE OF 218.80 FEET, A CENTRAL ANGLE OF 23°35'54", A RADIUS OF 535.00 FEET, AN ARC DISTANCE OF 220.35 FEET TO A POINT OF TANGENT;
3. THENCE N65°51'41"W A DISTANCE OF 101.35 FEET TO A POINT OF CURVE;
4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD BEARING N49°32'47"W A DISTANCE OF 261.25 FEET, A CENTRAL ANGLE OF 32°37'47", A RADIUS OF 465.00 FEET AN ARC DISTANCE OF 264.82 FEET TO A POINT OF TANGENT;
5. THENCE N33°13'54"W A DISTANCE OF 491.41 FEET TO A POINT OF CURVE;
6. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD BEARING N42°20'57"W A DISTANCE OF 169.55 FEET, A CENTRAL ANGLE OF 18°14'06", A RADIUS OF 535.00 FEET AN ARC DISTANCE OF 170.27 FEET TO A POINT OF TANGENT;
7. THENCE N51°28'00"W A DISTANCE OF 185.59 FEET TO THE POINT OF BEGINNING.

CONTAINING: 902,019 SQUARE FEET (20.708 ACRES) MORE OR LESS. HAS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, AND STREETS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA COUNTY OF ARAPAHOE, STATE OF COLORADO FOR THE PERPETUAL USE OF THE PUBLIC, THE EASEMENTS, AND STREETS, AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED FOR PUBLIC USE.

COVENANT

THE UNDERSIGNED OWNERS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE CITY OF AURORA THAT NO STRUCTURES CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS AS DEFINED BY ARTICLE XXII, CHAPTER 41 OF THE CITY CODE OF AURORA, COLORADO ARE IN PLACE AND ACCEPTED BY THE CITY, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE CITY OF AURORA, AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE CITY. RECORDING OF THE CERTIFICATE OF OCCUPANCY SHALL BE PRIMA FACIE EVIDENCE THAT THE FOREGOING CONDITIONS HAVE BEEN COMPLIED WITH.

COVENANT

THE UNDERSIGNED OWNERS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE CITY THAT ALL ELECTRICAL AND COMMUNITY UTILITY LINES AND SERVICES, AND ALL STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 39-133 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND.

OWNER'S CERTIFICATE

OWNER: DUECK INDUSTRIES LTD.
A CANADIAN CORPORATION
KENNETH DUECK, VICE PRESIDENT
DUECK INDUSTRIES LTD.,
A CANADIAN CORPORATION

NOTARIAL

COUNTY OF ARAPAHOE)
STATE OF COLORADO) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF March, A.D., 1985, BY KENNETH DUECK, VICE PRESIDENT OF DUECK INDUSTRIES LTD., A CANADIAN CORPORATION.

WITNESS MY HAND AND SEAL
NOTARY PUBLIC

MY COMMISSION EXPIRES 9-12-88

CITY OF AURORA APPROVALS

THE FOREGOING INSTRUMENT IS APPROVED FOR FILING, AND CONVEYANCE OF THE EASEMENTS AND STREETS SHOWN HEREON IS ACCEPTED BY THE CITY OF AURORA, COLORADO, THIS 24th DAY OF March, A.D., 1985. SUBJECT TO THE CONDITION THAT THE CITY SHALL UNDERTAKE MAINTENANCE OF ANY SUCH STREETS ONLY AFTER CONSTRUCTION OF SAID STREETS HAS BEEN COMPLETED BY THE SUBDIVIDER.

MAYOR: *Donald L. Young* DATE: 4-26-85

CITY CLERK: *Donald L. Young* DATE: 4-29-85

CITY ENGINEER: *H. C. LeBonde* DATE: 4/12/85

CITY ATTORNEY: *Richard R. Rame* DATE: 4-26-85

PLANNING COMMISSION: *Fredrick B. Reed* DATE: 4/10/85
CHAIRMAN

RECORDER'S CERTIFICATE

COUNTY OF ARAPAHOE)
STATE OF COLORADO) SS

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ARAPAHOE AT 9:10 O'CLOCK A.M. THIS 14th DAY OF May, A.D., 1985.

Book 83 Page 41 Reception No. 2538034

CLERK AND RECORDER: *Margaret Page*

DEPUTY: *Margaret Evans*

SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT. THE POSITIONS OF THE PLATTED BOUNDARY POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND, THAT ALL BOUNDARY MONUMENTS AND CORNERS SHOWN HEREON WERE IN PLACE AS DESCRIBED.

Nelson L. Merrick
NELSON L. MERRICK
P.L.S. 22100
FOR AND ON BEHALF OF
MERRICK & CO.

CONSENT TO SUBDIVIDE

THE UNDERSIGNED, AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON SHOWN REAL PROPERTY DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

Christine Allard *Rose Clair* *Andrew H. Rahner*
CHRISTINE ALLARD ROSE CLAIR ANDREW H. RAHNER

Catherine Rahner *Robert W. Vissel*
CATHERINE RAHNER WESTERN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF DENVER

Vernon H. Monroe *Vernon H. Monroe*
VERNON H. MONROE BY PERSONAL REPRESENTATION
OF THE ESTATE

MERRICK
Merrick & Company • Telephone 303/751-0741
10865 E. Bethany Drive • Aurora, Colorado 80014
Post Office Box 22026 • Denver, Colorado 80222
JOB 299-4360 DATE 12-84 SH L OF 1

TABLE FOR EASEMENTS IN LOT 1, BK. 1

1	N 38°32'00"E	29.16'
2	N 89°55'43"E	240.30'
3	S 42°20'57"E	92.51'
4	S 00°04'17"E	119.33'
5	S 22°07'16"E	4.43'
6	Δ = 05°19'20" R = 280.00' L = 26.01'	
7	N 22°07'15"W	9.49'
8	N 00°04'17"W	114.34'
9	N 42°20'57"W	70.95'
10	S 89°55'43"W	216.29'
11	S 38°32'00"W	16.65'
12	N 51°28'00"W	26.00'
13	N 27°44'28"W	16.00'
14	N 62°16'32"E	16.00'
15	S 27°44'28"E	16.00'
16	Δ = 03°16'28" R = 280.00' L = 16.00'	

LOT 3, BLOCK 1,
AURORA CENTRETECH
PARK SUBDIVISION
FILING NO. 1

POINT OF BEGINNING

N 89°55'43"E

517.58'

51.68'

Δ = 18°14'06"

R = 535.00'

L = 170.27'

CH = S 25°46'09"E

293.48'

CURVE DATA

C. NO	DELTA	RADIUS	LENGTH
1	14°29'39"	280.00'	70.83'
2	18°39'58"	280.00'	91.22'
3	89°50'11"	55.00'	86.24'
4	101°18'43"	55.00'	97.25'
5	78°41'17"	55.00'	75.54'
6	39°24'02"	55.00'	37.82'
7	25°33'24"	280.00'	124.89'
8	01°55'00"	280.00'	9.37'
9	27°28'25"	220.00'	105.49'
10	90°09'49"	55.00'	86.55'
11	33°09'37"	220.00'	127.33'
12	13°01'18"	465.00'	154.37'
13	13°36'29"	465.00'	110.45'
14	86°34'23"	20.00'	30.22'
15	84°49'52"	20.00'	29.61'
16	90°00'00"	20.00'	31.42'
17	90°00'00"	20.00'	31.42'
18	08°35'45"	535.00'	80.26'
19	39°24'02"	55.00'	37.82'
20	15°00'39"	535.00'	140.09'
21	33°09'37"	250.00'	144.69'
22	27°28'25"	250.00'	119.88'

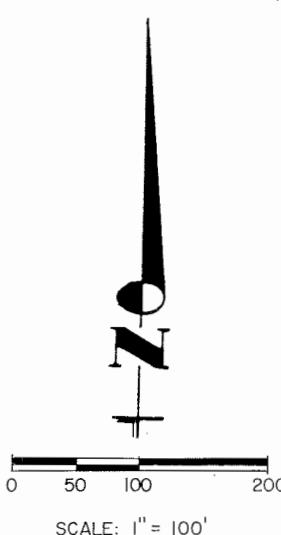
LOT 3, BLOCK 4
AURORA CENTRETECH
PARK SUBD. FILING NO. 1

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

NE COR. NW 1/4,
SEC. 8, T.4S, R.66W.
(FD. 1" x 1-1/4" AXLE OR BAR)



SCALE: 1" = 100'

NE COR. - SW 1/4 - NE 1/4 -
NW 1/4 - SEC. 8 (FD. 2-1/2" x 30"
ALUM MONUMENT W/MAGNETS
AT BOTH ENDS L.S. NO. 13155)

• DENOTES SET 24" #5 REBAR
W/CAP L.S. 22100

• DENOTES FOUND MONUMENT
AS NOTED.

• DENOTES 24" #5 REBAR WITH CAP
BEARING L.S. NUMBER, TO BE SET IN
RANGE BOXES UPON COMPLETION OF
STREET CONSTRUCTION PER COLORADO
STATE STATUTE 38-51-101 (2 & 3)

LOT 1, BLOCK 1,
CHAMBERS EAST
BUSINESS CENTRE SUBD.
FILING NO. 1

SE COR. - SW 1/4 - NE 1/4 -
NW 1/4 - SEC. 8 - FD. NO. 3
REBAR W/CAP L.S. 9652

LOT 5, BLOCK 1
AURORA CENTRETECH
PARK SUBDIVISION
FILING NO. 1

Δ = 21°10'02"
R = 535.00'
L = 197.65'
CH = S 58°19'15"W
196.53'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°32'47"W
261.25'

Δ = 23°35'54"
R = 535.00'
L = 220.35'
CH = N 54°03'44"W
218.80'

Δ = 90°00'00"
R = 20.00'
L = 31.42'
CH = N 87°15'46"W
28.28'

Δ = 18°14'06"
R = 535.00'
L = 170.27'
CH = S 25°46'09"E
293.48'

Δ = 32°37'47"
R = 465.00'
L = 264.82'
CH = N 49°

**BEING A RESUBDIVISION OF LOT 11 AND A PORTION OF LOT 10, BLOCK 1, AURORA CENTRETECH
PARK SUBDIVISION FILING NO. 10, A PART OF THE NW 1/4 OF SECTION 8,
TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.**

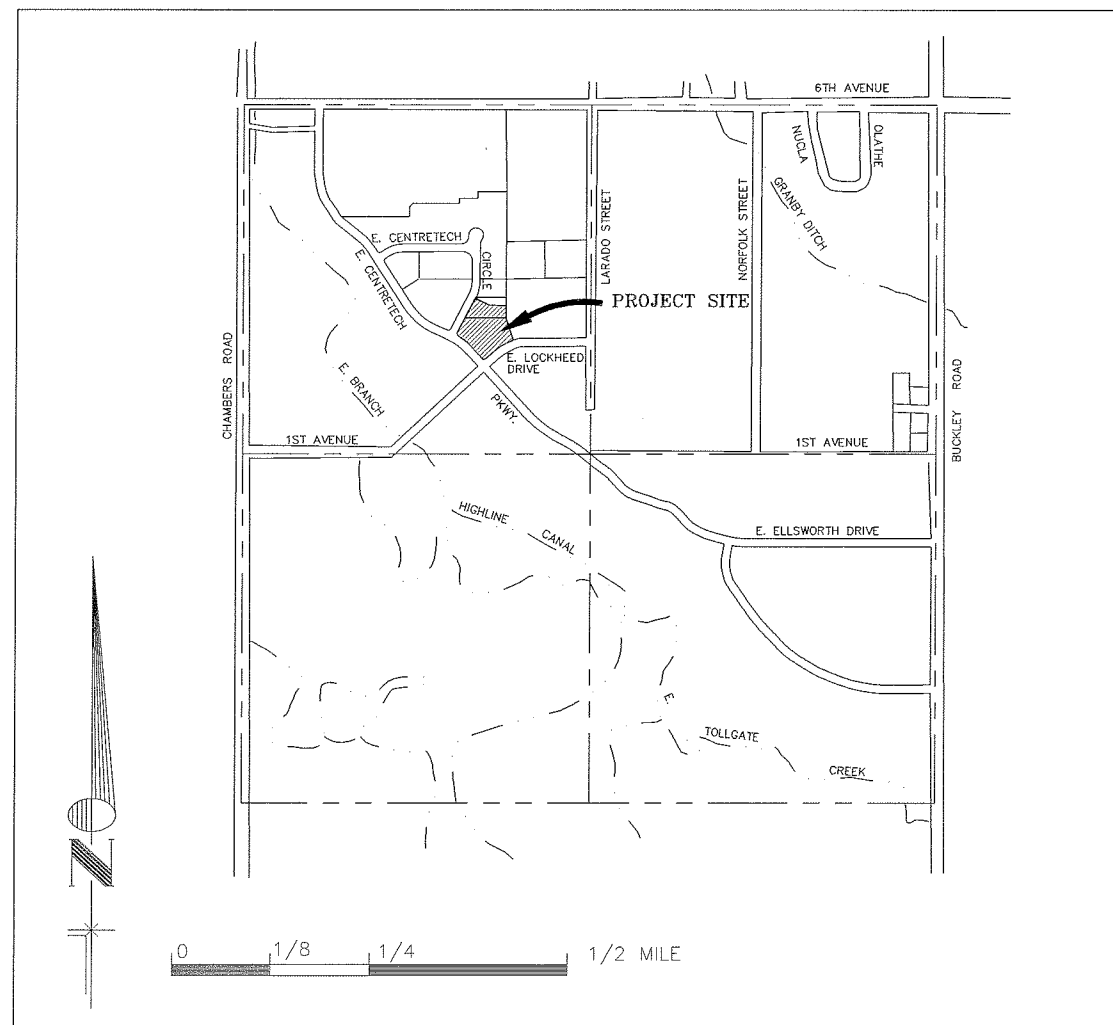
CITY OF AURORA APPROVALS

KNOW ALL MEN BY THESE PRESENTS THAT DUECK INDUSTRIES, LTD., A BRITISH COLUMBIA CORPORATION, WARRANTS THAT THEY ARE THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND: A PARCEL OF LAND BEING A RESUBDIVISION OF LOT 11 AND A PORTION OF LOT 10, BLOCK 1, AURORA CENTRETRUCK PARK SUBDIVISION, FILING NO. 10, BOOK 83, PAGE 41, RECEPTION NO. 850113, ARAPAHOE COUNTY RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPLE MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11 ALONG EAST CENTRETECH PARKWAY AND EAST CENTRETECH CIRCLE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 84°49'53", A RADIUS OF 20.00 FEET, A CHORD BEARING N14°50'59"W A DISTANCE OF 26.98 FEET AND AN ARC LENGTH OF 29.61 FEET;
THENCE N27°33'57"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF EAST CENTRETECH CIRCLE A DISTANCE OF 218.00 FEET;
THENCE S62°26'04"E A DISTANCE OF 148.00 FEET;
THENCE N71°55'41"E A DISTANCE OF 140.92 FEET;
THENCE S00°05'32"W A DISTANCE OF 58.7617 FEET;
THENCE S180°41'17"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE
A DISTANCE OF 108.05 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 121°10'03", A RADIUS OF 535.00 FEET, A CHORD BEARING OF S58°19'15"W A DISTANCE OF 196.53 FEET AND AN ARC LENGTH OF 197.65 FEET;
THENCE S47°44'13"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 53.39 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, A CHORD BEARING OF N87°15'47"W A DISTANCE OF 28.28 FEET AND AN ARC LENGTH OF 31.42 FEET;
THENCE N42°15'47"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 108.55 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 151°00'00", A RADIUS OF 140.00 FEET, A CHORD BEARING OF N49°45'11"W A DISTANCE OF 139.68 FEET AND AN ARC LENGTH OF 140.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.314 ACRES (100,798 S.F.), MORE OR LESS.

HAS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA, COLORADO FOR THE PERPETUAL USE OF THE PUBLIC, THE EASEMENTS, AND STREETS, AS SHOW HEREON AND NOT PREVIOUSLY DEDICATED FOR PUBLIC USE.



VICINITY MAP

1. ○ DENOTES A SET NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED L.S. NO. 13155. (24" long)
2. ● DENOTES A FOUND NO. 5 REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED L.S. NO. 22100.
3. □ DENOTES A FOUND NO. 5 REBAR LS 22100 AS RANGE POINT.
4. BASIS OF BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST. BEING MONUMENTED ON THE WEST BY A FOUND 3" BRASS CAP ON 2-1/2" PIPE L.S. NO. 13327. AND ON THE EAST BY FOUND 3-1/4" BRASS CAP ON 2-1/2" PIPE L.S. NO. 16419 (1991) IN RANGE BOX. SAID LINE BEARS N89°55'43"E (ASSUMED) AS SHOWN AND DESCRIBED HEREON.
5. THE EASEMENT AREA WITHIN EACH LOT IS TO BE CONTINUOUSLY MAINTAINED BY THE OWNER OF THE LOT, EXCEPTING THE CITY OF AURORA FROM SUCH RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.
6. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY, AND THE SAME ARE HEREBY ESTABLISHED ON THE DESCRIBED PROPERTY AND THE SAME HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS, AND SHALL BE POSTED "NO PARKING--FIRE LANE".
7. ALL DIMENSIONS SHOWN ARE IN FEET AND/OR DECIMALS THEREOF.
8. NON-EXCLUSIVE SIDEWALK EASEMENTS ARE HEREBY GRANTED TO THE CITY OF AURORA FOR THE PURPOSE OF MAINTAINING, RECONSTRUCTING, CONTROLLING AND USING SUCH SIDEWALKS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, PROVIDED THAT THE CITY SHALL NOT INTERFERE WITH ANY OTHER STRUCTURES OR IMPROVEMENTS.
9. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MERRICK & COMPANY TO DETERMINE CORRECTNESS OF EASEMENTS OF RECORD, OR ANY INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD. MERRICK AND COMPANY RELIED UPON COMMITMENT NO. 1230412, PREPARED BY TRANSAMERICA TITLE INSURANCE COMPANY DATED OCTOBER 19, 1995 AT 7:00 A.M.

THE UNDERSIGNED OWNERS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE CITY THAT ALL ELECTRICAL AND COMMUNITY UTILITY LINES AND SERVICES, AND ALL STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 39-133 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND.

THE UNDERSIGNED OWNERS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE CITY OF AURORA THAT NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND, SHOWN HEREIN, SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS AS DEFINED BY ARTICLE XXII, CHAPTER 41 OF THE CITY CODE OF AURORA, COLORADO, ARE IN PLACE AND ACCEPTED BY THE CITY, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE CITY OF AURORA, AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE CITY.

ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE UTILITIES.

THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, FURTHER AGREE TO HOLD HARMLESS THE CITY OF AURORA, ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OF DAMAGES TO PRIVATE UTILITIES ARISING FROM THE CITY'S USE OR OCCUPANCY OF THE EASEMENTS OWNED BY THE CITY OF AURORA.

THE FOREGOING INSTRUMENT IS APPROVED FOR FILING, AND CONVEYANCE OF THE
STREETS AND EASEMENTS SHOWN HEREON IS ACCEPTED BY THE CITY OF AURORA,
COLORADO THIS 12th DAY OF February 1996 A.D. SUBJECT TO THE CONDITION
THAT THE CITY SHALL UNDERTAKE MAINTENANCE OF ANY SUCH STREETS ONLY AFTER
CONSTRUCTION OF SAID STREETS HAVE BEEN COMPLETED BY THE SUBDIVIDER
TO THE CITY OF AURORA SPECIFICATIONS.

2 PUBLIC WORKS DIRECTOR: DR Hogan DATE: 2/12/96
CITY ATTORNEY: Bob Rogers DATE: 2-15-96
PLANNING DIRECTOR: Chaise M. Balkas DATE: 2-13-96

OWNER: DUECK INDUSTRIES, LTD, A BRITISH COLUMBIA CORPORATION

BY: Kenneth Dueck
KENNETH DUECK, VICE PRESIDENT

COUNTY OF ARAPAHOE)
STATE OF COLORADO) SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF February, 1996 A.D., BY KENNETH DUECK, VICE PRESIDENT, DUECK INDUSTRIES, LTD. A BRITISH COLUMBIA CORPORATION.
WITNESS MY HAND AND SEAL Kristen Rieger
NOTARY PUBLIC
MY COMMISSION EXPIRES 07/20/99

COUNTY OF ARAPAHOE)
STATE OF COLORADO) SS

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ARAPAHOE AT 10:21 O'CLOCK P. M. THIS 27TH DAY OF FEBRUARY, 1996 A.D.

CLERK AND RECORDER: _____

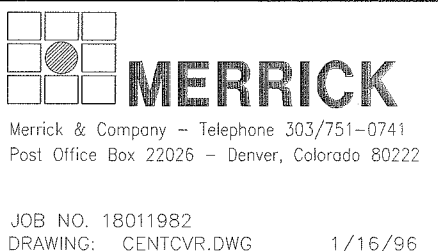
DEPUTY: Wanda R. Nicholson

BOOK 126 PAGE 7475 RECEPTION NO. A6024602

I, DOYLE G. ABRAHAMSON, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT, THAT THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS, AND THAT ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON WERE IN PLACE AS DESCRIBED ON NOVEMBER 1, 1995.

DOUGLAS COUNTY, COLORADO
DOUGLAS COUNTY
P.L. 1315
DATE: 12-5-96
FOR AND
MERRICK
REF: 2001

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



AURORA CENTRETECH PARK SUBDIVISION FILING NO. 21

BEING A RESUBDIVISION OF LOT 11 AND A PORTION OF LOT 10, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 10, A PART OF THE NW 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

SHEET 2 OF 2

EAST 6TH AVENUE

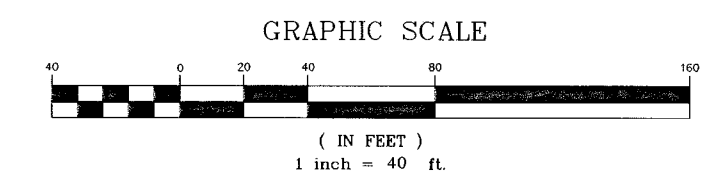
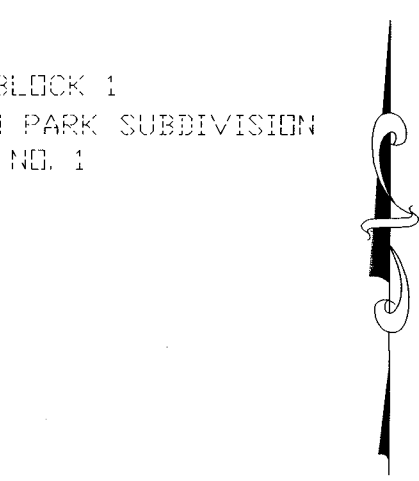
(BOOK 1887, PAGE 520)

LOT 1, BLOCK 1, CHAMBERS EAST BUSINESS CENTRE SUBDIVISION FILING NO. 1

LEGEND

- FOUND #5 REBAR WITH 1-1/2" ALUM. CAP LS 22100 AT RANGE POINT
- SET #5 REBAR WITH 1-1/2" ALUM. CAP LS 13155 (24" LONG)
- FOUND #5 REBAR WITH 1-1/2" ALUM. CAP LS 22100

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	S27°33'57"W	23.00'	L17	S00°05'32"W	40.16'
L2	S62°26'04"E	88.25'	L18	S55°00'00"E	4.50'
L3	S42°15'53"E	132.45'	L19	S00°05'31"W	10.00'
L4	N42°15'53"W	134.84'	L20	S26°30'41"W	5.83'
L5	N62°26'04"W	43.71'	L21	S18°04'17"E	163.08'
L6	N62°26'04"W	26.86'	L22	S69°25'09"W	106.60'
L7	S53°14'23"W	48.75'	L23	S48°59'27"W	121.82'
L8	S07°36'52"W	10.68'	L24	N45°58'29"W	53.53'
L9	N69°02'16"W	9.39'	L25	S48°08'16"W	41.32'
L10	S27°33'57"W	16.00'	L26	N48°08'16"E	33.87'
L11	S62°26'03"E	124.50'	L27	S45°58'29"E	53.42'
L12	N27°33'57"E	16.00'	L28	N48°59'27"E	127.72'
L13	N62°26'03"W	124.50'	L29	N69°25'09"E	63.28'
L14	N18°04'17"W	2.67'	L30	N47°44'13"E	2.50'
L15	S69°25'09"W	49.54'	L31	S47°44'13"W	1.75'
L16	S42°15'47"E	13.96'			
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	29.00'	43.27'	39.36'	S19°45'03"E	85°31'07"
C2	118.00'	134.54'	127.37'	S09°39'11"E	65°19'24"
C3	535.00'	23.14'	23.14'	N53°58'24"E	02°28'41"
C4	95.00'	108.32'	102.54'	N09°39'11"W	65°19'24"
C5	52.00'	67.23'	62.64'	N14°01'52"W	74°04'46"
C6	27.00'	13.86'	13.71'	N36°22'02"W	29°24'26"
C7	27.00'	16.70'	16.44'	N80°09'23"W	35°26'38"
C8	535.00'	61.27'	61.23'	N53°31'46"E	06°33'41"
C9	545.00'	49.75'	49.73'	S66°20'43"W	05°13'48"
C10	500.00'	369.45'	361.10'	N68°54'18"E	42°20'09"
C11	280.00'	9.37'	9.37'	N26°36'23"E	01°55'08"



126-75

PUBLIC WORKS DIRECTOR: DR Hogan

DATE: 2/12/96

CITY ATTORNEY: Bob Logan

DATE: 2-15-96

MERRICK
Merrick & Company - Telephone 303/751-0741
Post Office Box 22026 - Denver, Colorado 80222
JOB NO. 18011982
DRAWING: CENTPLAT.DWG 1/29/96