

Return to:  
BCORP  
1531 Stout St. #100  
Denver, Co. 80202

28

AMENDED COVENANT AND DRAINAGE/SEWER EASEMENT

(First Creek Drainage Easements)

THIS AMENDED COVENANT AND DRAINAGE/SEWER EASEMENT, made this 22nd day of September 2003, by and among FIRST CREEK PROPERTIES LLC, a Colorado limited liability company, whose address is 1515 Arapahoe Street, Suite 1200, Denver, Colorado 80202 ("Owner") and CAKEFREE HOMES LLLP, a Colorado limited liability limited partnership whose address is 1531 Stout Street, Suite 100, Denver, Colorado 80202 ("CARE"), and acknowledged by the CITY AND COUNTY OF DENVER, COLORADO, whose address is Office of the Mayor, 1437 Bannock Street, #350, Denver, Colorado 80202, ("City").

whose address

RECITALS

A. On or about November 28, 2002, that certain COVENANT AND DRAINAGE/SEWER EASEMENT (First Creek Drainage Easements) dated October 1, 2002, entered into by and among Owner and KB HOME COLORADO INC. and acknowledged by the CITY AND COUNTY OF DENVER, COLORADO (the "Easement"), was recorded in the office of the Clerk and Recorder for the County of Denver at Reception Number 2002225098, a copy of which is attached hereto as Exhibit A.

\*\* Wildhorse Ridge LLLP, a Colorado limited liability limited partnership

B. \*\* has now acquired an interest in a portion of the Property, as defined in the Easement, from the Owner, consisting of approximately 15.55 acres lying west of Argonne Street, and intends to develop the same into the Wild Horse Ridge development wherein CARE plans to construct multi-family residences (the "Wild Horse Ridge Project"), as more particularly described and depicted in Exhibit B.

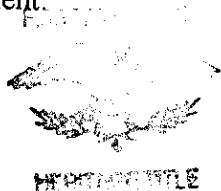
C. In connection with the development of the Wild Horse Ridge Project, CARE will need to construct certain storm drainage improvements as herein provided.

D. CARE has requested an easement from the Owner over that portion of the Property described on Exhibit D to the Easement for the purposes of installation of those storm drainage improvements by CARE to benefit the Wild Horse Ridge development.

E. Upon further investigation, it has been determined that, due to the final dedication of Argonne Street and the intended dedication of East 59th Avenue, Exhibit D to the Easement no longer accurately reflects the legal parcel over and upon which the storm drainage improvements need to be constructed.

F. The Owner and CARE wish to amend the Easement for the specific purposes only of correcting the legal description of the property identified on Exhibit D thereto and to include CARE as a party which is intended to be a beneficiary of the Easement.

KC 28480802



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AND  
City & County of Denver

NOW, THEREFORE, in consideration of the covenants and the agreements herein set forth, and in consideration of the granting by the City and County of Denver, Department of Public Works, Wastewater Management Division ("Wastewater Division"), of a permit to construct the Storm Drainage Improvements, as hereinafter defined, serving the buildings and appurtenant structures located at the Wild Horse Ridge Project, over, across and through a portion of the Property the parties hereto mutually agree as follows:

1. Grant of Easement. The Owner hereby grants, sells and conveys to CARE and, following Final Acceptance, the Wastewater Division, a non-exclusive perpetual easement and right-of-way for the purpose of providing for the drainage, detention and release of storm and suffice water ("Drainage Easement") from the Wild Horse Ridge Project over, along and across those portions of the Property, as more particularly described and depicted in the Amended Exhibit D ("Amended Easement Area") attached hereto.
2. Additional Grant. As part of said Drainage Easement, the Owner further grants to the City:
  - a. For the purposes set forth herein, the right of reasonable ingress to and egress from the Amended Easement Area over and across adjacent portions of the Property;
  - b. The right from time to time to construct, maintain, improve and reconstruct within the Amended Easement Area, an open channel and related appurtenances for the purpose of storm water drainage ("Storm Drainage Improvements") in accordance with the design and specifications as approved by the City ("Plans");
  - c. The right to mark the location of said Amended Easement Area by suitable markers set in or on the ground; provided that the permanent markers shall be placed in locations which will not interfere with any reasonable use the Owner shall make of said perpetual easement.
3. Owner's Reservations. Owner reserves the right to use said the Amended Easement Area for all purposes not inconsistent with the easement use, including, landscaping and landscaping purposes and any purpose which will not interfere with the Wastewater Division's enjoyment of the easement rights hereby granted; and the parties further agree that the uses of said Amended Easement Area by Owner and the Wastewater Division and the agreements concerning these uses shall be as follows:
  - a. CARE will construct the Storm Drainage Improvements on the Amended Easement Area in accordance with the Plans. Upon the City's final acceptance of the installation of the Storm Drainage Improvements, the Wastewater Division shall own and maintain the Storm Drainage Improvements in operable condition at all times, including repair and replacement as necessary and, as provided in

Paragraph 2 above, this Amended Drainage Easement includes the right of entry for said purposes.

- b. The Amended Drainage Easement and Storm Drainage Improvements constructed upon the Amended Easement Area are primarily for the benefit of CARE and the Wastewater Division. The Wastewater Division agrees to cut grass, remove weeds, and treat the Amended Easement Area in generally the same manner as it does with other similarly situated easements.
  - c. Without obtaining prior written permission of the City, Owner shall not erect or construct or allow the erection or construction of any building or other structure or improvement, or drill or operate any well or trenches, or construct any permanent obstruction, or subtract from or add substantially to the ground level or storm drainage flows in said Amended Easement Area; provided, that, Owner reserves the right to install additional landscaping (exclusive of trees) within the Amended Easement Area so long as the foregoing restrictions are not violated as a result.
  - d. In the event the terms of paragraph 3(c) above are violated by the Owner or by any person in privity with it, such violation shall be corrected and eliminated immediately upon receipt of notice from the City. In the alternative, the City shall have the right to correct and eliminate such violation, and the Owner, his or her heirs, administrators, successors and assigns, shall promptly pay the costs to correct said violation, including, but not limited to, the City's attorney costs.
4. Abandonment. In the event the City shall abandon the non-exclusive perpetual easement herein granted and cease to use the same, all right, title and interest hereunder of the City shall revert to the then Owner of the property.
  5. No Oral Representations. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.
  6. Authority. Owner warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the City in the exercise of its rights hereunder against any defect in Owner's title to the land involved or Owner's right to make grant hereinabove contained.
  7. Interpretation/Binding Effect. Whenever used herein, the singular number shall include the plural, the plural the singular; and use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

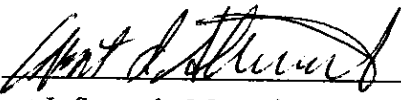


8. Release of CARE Upon Final Acceptance and the assumption of this Agreement by the City and County of Denver Wastewater Management, CARE shall be released from any further liability or obligations hereunder and the parties hereto hereby agree to such release.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year first above written.

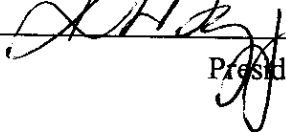
GRANTOR

FIRST CREEK PROPERTIES, LLC,  
A Colorado limited liability company

By:   
Albert I. Strauch, Managing Member

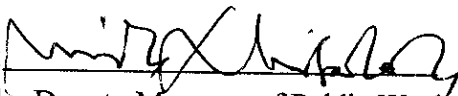
CAREFREE HOMES LLLP, a Colorado  
limited liability limited partnership

By: Carefree Homes Holding Co., a  
Colorado corporation  
Its: General Partner

By:   
President

ACKNOWLEDGED:

The City and County of Denver

By:   
Title: Deputy Manager of Public Works  
For Wastewater Management

Date: \_\_\_\_\_



**EXHIBIT "A"**  
**TO**  
**AMENDED COVENANT AND DRAINAGE/SEWER EASEMENT**  
**(Covenant and Drainage/Sewer Easement)**  
**(First Creek Drainage Easements)**

**COVENANT AND DRAINAGE/SEWER EASEMENT**  
**(First Creek Drainage Easements)**

THIS COVENANT AND DRAINAGE/SEWER EASEMENT, made this 1<sup>st</sup> day of October, 2002, by and among FIRST CREEK PROPERTIES LLC, a Colorado limited liability company, whose address is 1515 Arapahoe Street, Suite 1200, Denver, Colorado 80202 ("Owner") and KB HOME COLORADO INC., a Colorado corporation, whose address is 8401 East Belleview Avenue, Suite 200, Denver, Colorado ("KB Home"), and acknowledged by the CITY AND COUNTY OF DENVER, COLORADO, whose address is Office of the Mayor, 1437 Bannock Street, #350, Denver, Colorado 80202, ("City").

**RECITALS**

A. The Owner owns certain property located in the City and County of Denver, more particularly described on Exhibit A, attached hereto and incorporated herein and commonly referred to as the First Creek Property ("Property").

B. KB Home has acquired a portion of the Property ("First Phase Acquisition") from the Owner and intends to develop the same into First Creek Filing No. 1 wherein KB Home intends to construct single family residences (the "Project").

C. In connection with the development of the Project, KB Home will need to construct certain storm drainage improvements as herein provided.

D. KB Home has requested an easement from the Owner over certain portions of the Property that KB Home has not yet acquired from Owner for the purposes of installation of certain storm drainage improvements by KB Home and Owner has agreed to grant such easement as more particularly provided herein.

NOW, THEREFORE, in consideration of the covenants and the agreements herein set forth, and in consideration of the granting by the City and County of Denver, Department of Public Works, Wastewater Management Division ("Wastewater Division"), of a permit to construct the Storm Drainage Improvements, as hereinafter defined, serving the buildings and appurtenant structures located at the Project, over, across and through a portion of the Property the parties hereto mutually agree as follows:

1. Grant of Easement. The Owner hereby grants, sells and conveys to KB Home and following Final Acceptance, the Wastewater Division, a non-exclusive perpetual easement and right-of-way for the purpose of providing for the drainage, detention and release of storm and surface water ("Drainage Easement") from the Project over, along and across those portions of the Property, as more particularly described and depicted in attached Exhibits B, C and D (collectively, "Easement Area").

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City & County Denver

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City & County of Denver

2. Additional Grant. As part of said Drainage Easement, the Owner further grants to the City:

- a. For the purposes set forth herein, the right of reasonable ingress to and egress from the Easement Area over and across adjacent portions of the Property;
- b. The right from time to time to construct, maintain, improve and reconstruct within the Easement Area, an open channel, a sub-regional detention pond and related appurtenances for the purpose of storm water detention and drainage ("Storm Drainage Improvements") in accordance with the design and specifications as approved by the City ("Plans");
- c. The right to mark the location of said Easement Area by suitable markers set in or on the ground; provided that the permanent markers shall be placed in locations which will not interfere with any reasonable use the Owner shall make of said perpetual easement.

3. Owner's Reservations. Owner reserves the right to use said Easement Area for all purposes not inconsistent with the easement use, including, landscaping and landscaping purposes and any purpose which will not interfere with the Wastewater Division's enjoyment of the easement rights hereby granted; and the parties further agree that the uses of said Easement Area by Owner and the Wastewater Division and the agreements concerning these uses shall be as follows:

- a. KB Home will construct the Storm Drainage Improvements on Easement Area A and Easement Area B in accordance with the Plans. Upon the City's final acceptance of the installation of the Storm Drainage Improvements, the Wastewater Division shall own and maintain the Storm Drainage Improvements in operable condition at all times, including repair and replacement as necessary and, as provided in Paragraph 2 above, this Drainage Easement includes the right of entry for said purposes.
- b. The Drainage Easement and Storm Drainage Improvements constructed upon the Easement Area are primarily for the benefit of KB Home and the Wastewater Division. The Wastewater Division agrees to cut grass, remove weeds, and treat the Easement Area in generally the same manner as it does with other similarly situated easements.
- c. Without obtaining prior written permission of the City, Owner shall not erect or construct or allow the erection or construction of any building or other structure or improvement, or drill or operate any well or trenches, or construct any permanent obstruction, or subtract from or add substantially to the ground level or storm drainage flows in said Easement Area; provided, that, Owner reserves the right to



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AND  
City & County of Denver

install additional landscaping (exclusive of trees) within the Easement Area so long as the foregoing restrictions are not violated as a result.

d. In the event the terms of paragraph 3(c) above are violated by the Owner or by any person in privity with it, such violation shall be corrected and eliminated immediately upon receipt of notice from the City. In the alternative, the City shall have the right to correct and eliminate such violation, and the Owner, his or her heirs, administrators, successors and assigns, shall promptly pay the costs to correct said violation, including, but not limited to, the City's attorney costs.

4. Abandonment. In the event the City shall abandon the perpetual easement herein granted and cease to use the same, all right, title and interest hereunder of the City shall revert to the then Owner of the property.

5. No Oral Representations. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

6. Authority. Owner warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the City in the exercise of its rights hereunder against any defect in Owner's title to the land involved or Owner's right to make grant hereinabove contained.

7. Interpretation/Binding Effect. Whenever used herein, the singular number shall include the plural, the plural the singular; and use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

8. Release of KB Home. Upon Final Acceptance and the assumption of this Agreement by the HOA, which the HOA shall expressly assume, KB Home shall be released from any further liability or obligations hereunder and the parties hereto hereby agree to such release.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year first above written.

\*City and County of Denver  
Wastewater Management

GRANTOR:

FIRST CREEK PROPERTIES, LLC,  
A Colorado limited liability company

By: [Signature]  
Title: Managing Member

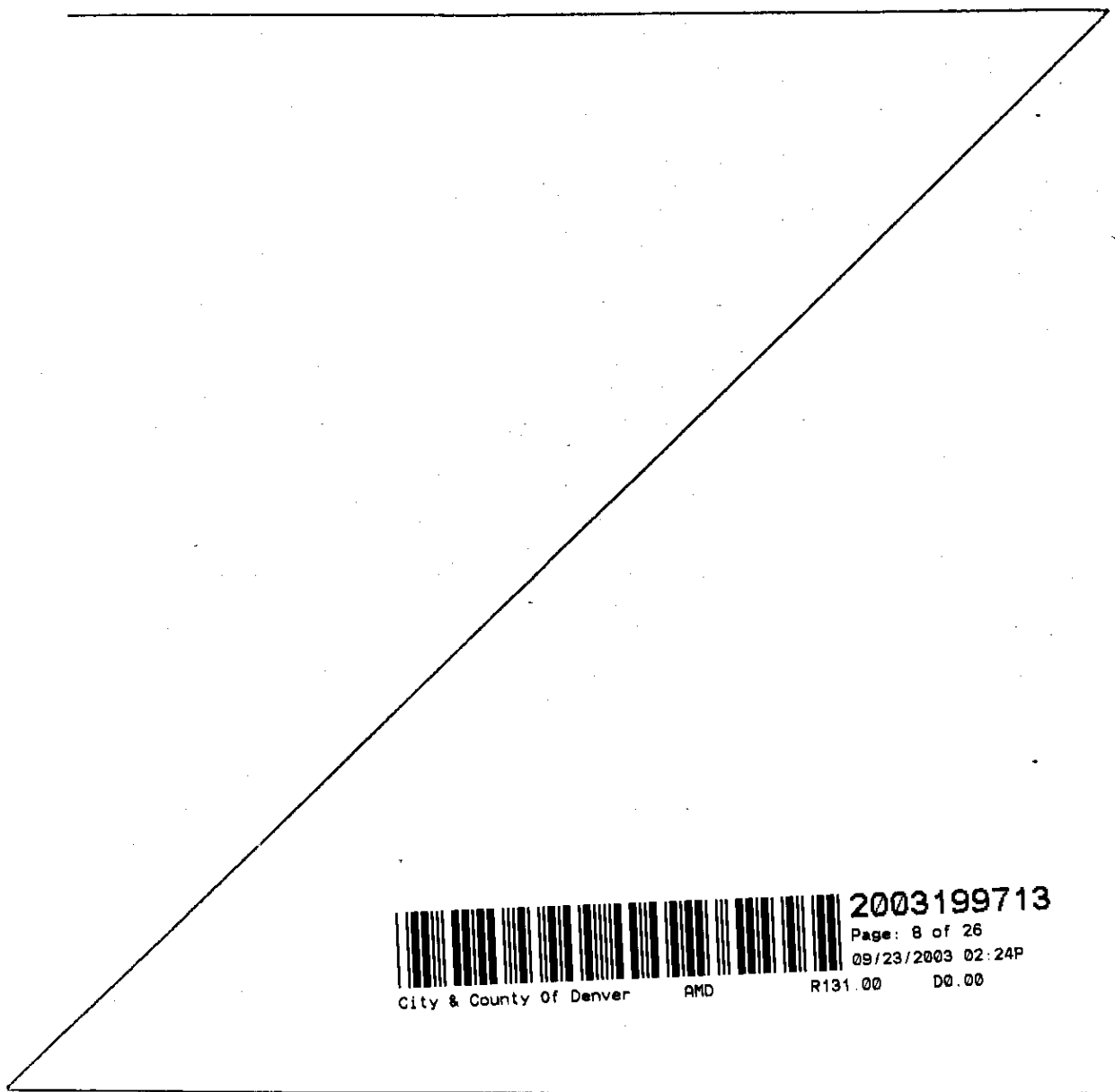
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STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

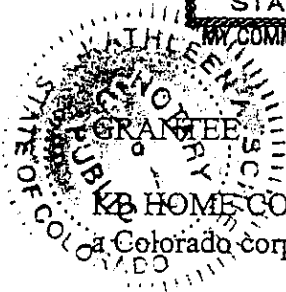
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 2002,  
by Albert I Strauch as Managing Member of First Creek  
Properties, LLC, a Colorado limited liability company.

KATHLEEN A. SCHIEL  
NOTARY PUBLIC  
STATE OF COLORADO

MY COMMISSION EXPIRES: 4/06

Kathleen A. Schiel  
Notary Public

My commission expires: 4-30-2006



By: [Signature]  
Title: MR. JOHN HEALY  
**KB HOME COLORADO INC.**  
**DIRECTOR OF FORWARD PLANNING**

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )



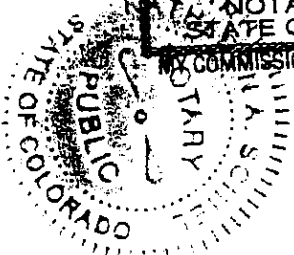
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 2002,  
by John M. Healy as Director of Forward planning of KB  
Home Colorado Inc., a Colorado corporation.

KATHLEEN A. SCHIEL  
NOTARY PUBLIC  
STATE OF COLORADO

MY COMMISSION EXPIRES: 4-06

Kathleen A. Schiel  
Notary Public

My commission expires: 4-30-2006



ACKNOWLEDGED:

The City and County of Denver,  
a municipality of the State of Colorado

By: [Signature]  
Title: Deputy Manager of Public Works  
for Wastewater Management  
Date: 10/1/02

ACKNOWLEDGED.

First Creek Owners Association, Inc.,  
a Colorado Non-Profit Corporation

By: [Signature]  
Title: President  
Date: 9-20-02

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EXHIBIT "A"  
TO  
COVENANT AND DRAINAGE/SEWER EASEMENT

(Property)

(See attached)



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EXHIBIT A  
(SHEET 1 OF 2)

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 10 AND CONSIDERING THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10 TO BEAR NORTH 89°28'40" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°06'19" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 10 A DISTANCE OF 1320.32 FEET;

THENCE SOUTH 89°35'34" WEST A DISTANCE OF 662.74 FEET;

THENCE SOUTH 00°05'34" WEST A DISTANCE OF 1248.57 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 56TH AVENUE;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE SOUTH 89°41'47" WEST A DISTANCE OF 1287.41 FEET;
2. THENCE NORTH 00°02'49" EAST A DISTANCE OF 10.00 FEET;
3. THENCE SOUTH 89°41'47" WEST A DISTANCE OF 545.01 FEET;
4. THENCE NORTH 45°07'42" WEST A DISTANCE OF 105.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE NORTH 00°02'49" EAST A DISTANCE OF 515.01 FEET;
2. THENCE SOUTH 89°41'47" WEST A DISTANCE OF 10.00 FEET;
3. THENCE NORTH 00°02'49" EAST A DISTANCE OF 1300.20 FEET;

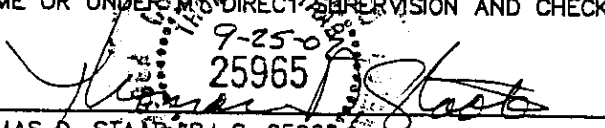
THENCE NORTH 89°28'47" EAST A DISTANCE OF 620.36 FEET;

THENCE NORTH 00°03'23" EAST A DISTANCE OF 660.03 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE NORTH 89°28'40" EAST ALONG SAID NORTH LINE A DISTANCE OF 1962.10 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 123.25 ACRES, MORE OR LESS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

9-25-02  
25965  
  
THOMAS D. STAAB, P.L.S. 25965  
FOR AND ON BEHALF OF CARROLL & LANGE, INC.

DATE 9/25/02



Carroll & Lange  
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
(303) 980-0200



# EXHIBIT A

(SHEET 2 OF 2)

NW CORNER, SW 1/4, SEC 10,  
T3S, R66W, 6TH P.M. FOUND 3 1/4"  
ALUM. CAP STAMPED "CITY OF AURORA,  
1/4, 9/10, T3S, R66W, 1998, PLS.  
19003" ON #6 REBAR

NE CORNER, SW 1/4, SEC. 10,  
T3S, R66W, 6TH P.M. FOUND 2"  
ALUM. CAP STAMPED "WSSI, 1/4, 3/10,  
1995 PLS. 23032" ON #6 REBAR

UNPLATTED

FUTURE EAST 60TH AVENUE

POINT OF BEGINNING

9 10 NORTH LINE, SW 1/4, SEC. 10 N89°28'40"E 2652.14'

N89°28'40"E 1962.10'

2ND PHASE ACQUISITION



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City & County Of Denver

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PROPOSED FIRST CREEK  
FILING NO. 1

S89°35'34"W  
662.74'

1ST PHASE ACQUISITION  
(THE "PROJECT")

S00°05'34"W  
1248.57'

FUTURE EAST 57TH AVENUE

TOWER ROAD

FUTURE ARGONNE STREET

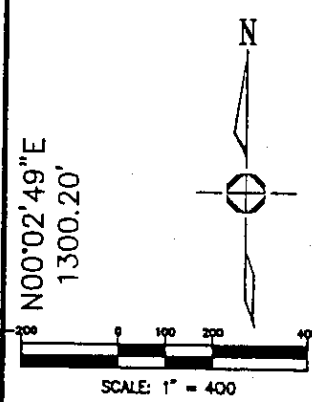
CITY AND COUNTY OF DENVER

CITY OF AURORA

FUTURE DUNKIRK STREET

S 00°06'19" W 2640.63'  
EAST LINE, SOUTHWEST  
QUARTER, SEC. 10

S00°06'19" W 1320.32'



SCALE: 1" = 400  
ORIGINAL GRAPHIC SCALE

N00°02'49"E 1300.20'  
N89°28'47"E 620.36'  
N00°03'23"E 660.03'  
S89°41'47"W 10.00'  
N00°02'49"E 515.01'  
N45°07'42"W 105.74'  
S89°41'47"W 545.01'

N00°02'49"E 10.00'  
S89°41'47"W 1287.41'

SE CORNER, SW 1/4, SEC. 10,  
T3S, R66W, 6TH P.M. FOUND 3 1/4"  
ALUM. CAP STAMPED "1/4, D.W.D.,  
S10/S15, T3S, R66W, 16398, 1993"

EAST 56TH AVENUE

**NOTE:**

- Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the legal description as described on sheet 1 of 2.



Carroll & Lange INC

Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
(303) 980-0200



City & County Denver ERS R 96.00

# EXHIBIT A PROPERTY

EASEMENT AREA C



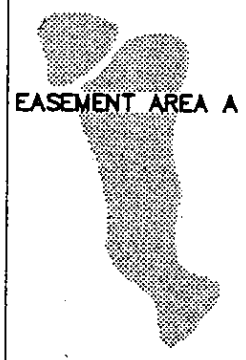
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FUTURE E. 80TH AVENUE

NORTH LINE, SW 1/4, SEC. 10



EASEMENT AREA A

FIRST CREEK  
PROPERTIES L.L.C.

SECOND PHASE ACQUISITION

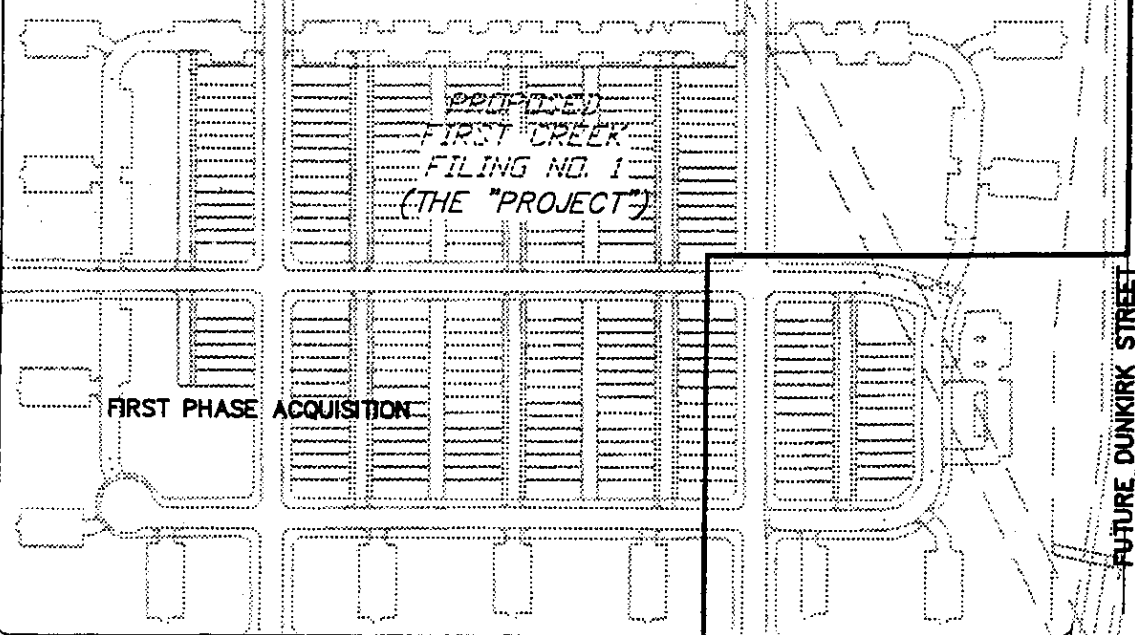
EASEMENT AREA B

WESTERN GAS SUPPLY CO. EASEMENT

EAST LINE, SW 1/4, SEC. 10,  
T3S, R66W, 6TH P.M.

FUTURE ARGONNE STREET

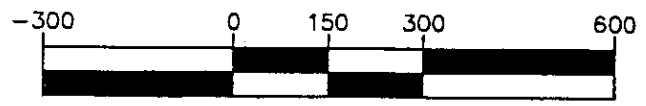
WEST LINE, SW 1/4, SEC. 10,  
T3S, R66W, 6TH P.M.



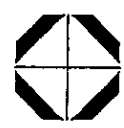
FIRST PHASE ACQUISITION

FUTURE EAST 57TH AVENUE

FUTURE DUNKIRK STREET



SCALE: 1" = 300'  
ORIGINAL GRAPHIC SCALE



**Carroll Lange & Associates**  
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
(303) 980-0200

EXHIBIT "B"  
TO  
COVENANT AND DRAINAGE/SEWER EASEMENT

(Easement Area)

(See attached)



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City & County Denver ERS R 96.00 D 0.00

# EXHIBIT B

(SHEET 1 OF 2)

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, AND CONSIDERING THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10 TO BEAR NORTH 89°28'40" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 67°05'57" EAST A DISTANCE OF 1377.26 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°42'29" EAST A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°17'31" EAST A DISTANCE OF 320.42 FEET TO A POINT ON THE PROPOSED NORTHERLY BOUNDARY LINE OF FIRST CREEK FILING NO. 1;

THENCE ALONG SAID PROPOSED NORTHERLY BOUNDARY LINE SOUTH 89°42'29" WEST A DISTANCE OF 91.20 FEET;

THENCE NORTH 00°17'31" WEST A DISTANCE OF 205.75 FEET;

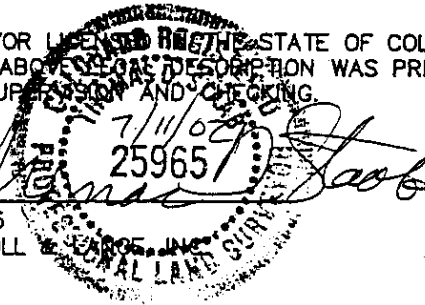
THENCE NORTH 89°28'41" EAST A DISTANCE OF 31.20 FEET;

THENCE NORTH 00°17'31" WEST A DISTANCE OF 114.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25,647 SQUARE FEET, MORE OR LESS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

THOMAS D. STAAB, P.L.S. 25965  
FOR AND ON BEHALF OF CARROLL



DATE



City & County Denver

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D 0.00



Carroll & Lange  
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80226  
(303) 980-0200





# EXHIBIT B

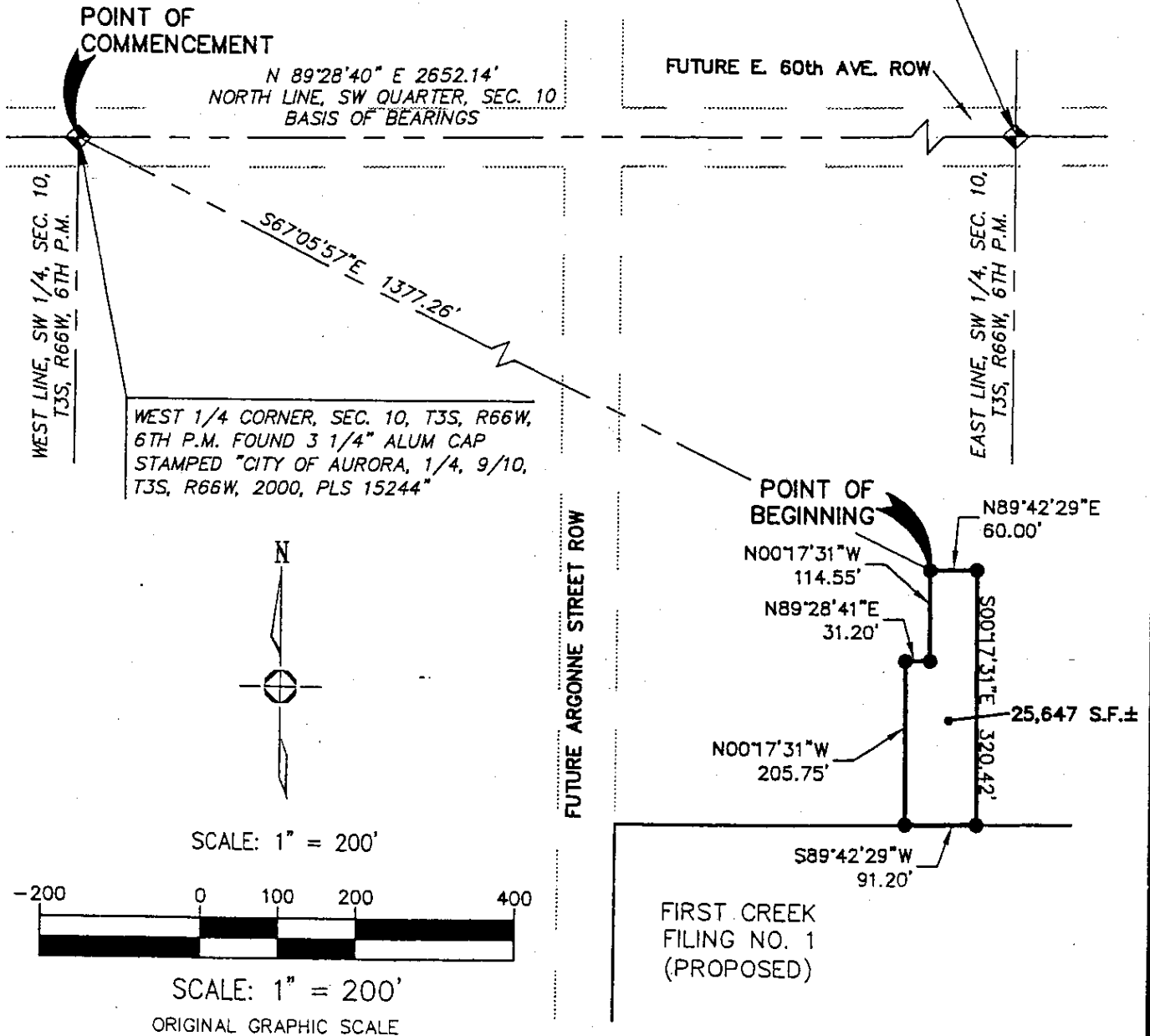
(SHEET 2 OF 2)



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 09/23/2003 02:24P

C 1/4 CORNER, SEC. 10, T3S, R66W,  
 6TH P.M. MONUMENT TO BE RESET  
 AFTER CONSTRUCTION



**NOTE:**

- Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description as described on sheet 1 of 2.




**Carroll & Lange**  
 Professional Engineers & Land Surveyors  
 165 South Union Blvd., Suite 156  
 Lakewood, Colorado 80228  
 (303) 980-0200

EXHIBIT "C"  
TO  
COVENANT AND DRAINAGE/SEWER EASEMENT

(Easement Area)

(See attached)



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City & County Of Denver AMD R131.00 D0.00

\\SB-DE\DATA\DEPT\Legal\Agreements\First Creek Agreement for Easements v7.doc  
9/26/02

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11/26/2002 01:39P  
City & County Denver ERS R 96.00 00.00

# EXHIBIT C

(SHEET 1 OF 2)

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, AND CONSIDERING THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10 TO BEAR NORTH 89°28'40" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 88°06'13" EAST A DISTANCE OF 876.77 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°28'40" EAST A DISTANCE OF 389.82 FEET;

THENCE SOUTH 00°17'31" EAST A DISTANCE OF 625.03 FEET;

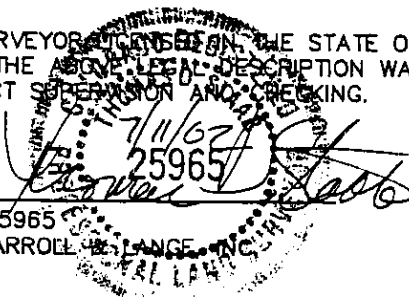
THENCE SOUTH 89°28'41" WEST A DISTANCE OF 393.63 FEET;

THENCE NORTH 00°03'23" EAST A DISTANCE OF 625.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.62 ACRES, MORE OR LESS.



I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



THOMAS D. STAAB, P.L.S. 25965  
FOR AND ON BEHALF OF CARROLL & LANGE, INC.

DATE



Carroll & Lange  
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
(303) 980-0200



# EXHIBIT C

(SHEET 2 OF 2)

FUTURE ARGONNE STREET ROW



2003199713

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C 1/4 CORNER, SEC. 10, T3S, R66W,  
 6TH P.M. MONUMENT TO BE RESET  
 AFTER CONSTRUCTION

POINT OF COMMENCEMENT

N 89°28'40" E 2652.14'  
 NORTH LINE, SW QUARTER, SEC. 10  
 BASIS OF BEARINGS

FUTURE E. 60th AVE. ROW

WEST LINE, SW 1/4, SEC. 10,  
 T3S, R66W, 6TH P.M.

S88°06'13"E 876.77'

POINT OF BEGINNING

WEST 1/4 CORNER, SEC. 10, T3S, R66W,  
 6TH P.M. FOUND 3 1/4" ALUM CAP  
 STAMPED "CITY OF AURORA, 1/4, 9/10,  
 T3S, R66W, 1998, PLS 19003"

N89°28'40"E 389.82'

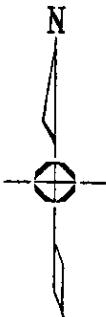
N00°03'23"E 625.06'

5.62 AC.±

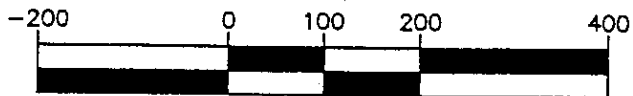
EAST LINE, SW 1/4, SEC. 10,  
 T3S, R66W, 6TH P.M.

S00°17'31"E 625.03'

S89°28'41"W 393.63'



SCALE: 1" = 200'



SCALE: 1" = 200"

ORIGINAL GRAPHIC SCALE

**NOTE:**

- Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description as described on sheet 1 of 2.




**Carroll & Lange**  
 Professional Engineers & Land Surveyors  
 165 South Union Blvd., Suite 156  
 Lakewood, Colorado 80228  
 (303) 980-0200

EXHIBIT "D"  
TO  
COVENANT AND DRAINAGE/SEWER EASEMENT

(Easement Area)

(See attached)



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City & County of Denver AMD R131.00 D0.00



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City & County Denver EAS R 96.00 D 0.00

# EXHIBIT D

SHEET 1 OF 2



2002225098  
Page: 18 of 19  
11/26/2002 01:39P  
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## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, AND CONSIDERING THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10 TO BEAR NORTH 89°28'40" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89°28'40" EAST ALONG SAID NORTH LINE, A DISTANCE OF 683.36 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°28'40" EAST ALONG SAID NORTH LINE, A DISTANCE OF 108.33 FEET TO A POINT ON THE FUTURE WESTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;

THENCE SOUTH 00°03'23" WEST ALONG SAID FUTURE WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 620.00 FEET;

THENCE SOUTH 89°28'40" WEST A DISTANCE OF 108.33 FEET;

THENCE NORTH 00°03'23" EAST A DISTANCE OF 620.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.54 ACRES, MORE OR LESS.



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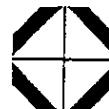
City & County Of Denver AMD R131.00 D0.00

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

9-25-02  
25965  
*Thomas D. Staab*

THOMAS D. STAAB, P.L.S. 25965  
FOR AND ON BEHALF OF CARROLL & LANGE, INC.

9/25/02  
DATE



Carroll & Lange  
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
(303) 980-0200



# EXHIBIT D

SHEET 2 OF 2

WEST 1/4 CORNER, SEC. 10, T3S, R66W,  
6TH P.M. FOUND 3 1/4" ALUM CAP  
STAMPED "CITY OF AURORA, 1/4, 9/10,  
T3S, R66W, 1998, PLS 19003"

C 1/4 CORNER, SEC. 10, T3S, R66W,  
6TH P.M. MONUMENT TO BE RESET  
AFTER CONSTRUCTION

N89°28'40"E  
108.33'

N 89°28'40" E 2652.14'  
NORTH LINE, SW QUARTER, SEC. 10  
BASIS OF BEARINGS

FUTURE E. 60th AVE. ROW

N89°28'40"E 683.36'

WEST LINE, SW 1/4, SEC. 10,  
T3S, R66W, 6TH P.M.

POINT OF  
COMMENCEMENT

POINT OF  
BEGINNING

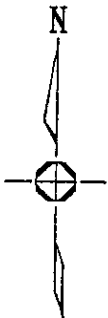
EAST LINE, SW 1/4, SEC. 10,  
T3S, R66W, 6TH P.M.

N00°03'23"E 620.00'

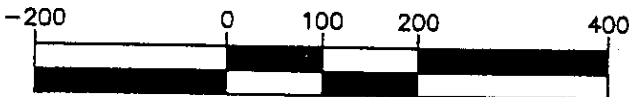
FUTURE ARGONNE STREET ROW S00°03'23"W 620.00'

1.54 ACRES±

S89°28'40"W  
108.33'



SCALE: 1" = 200'



SCALE: 1" = 200'

ORIGINAL GRAPHIC SCALE

FIRST CREEK  
FILING NO. 1  
(PROPOSED)

**NOTE:**

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**Carroll & Lange**  
Professional Engineers & Land Surveyors  
185 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
(303) 980-0200

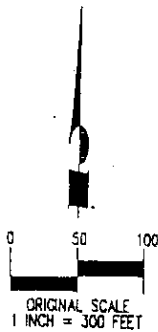
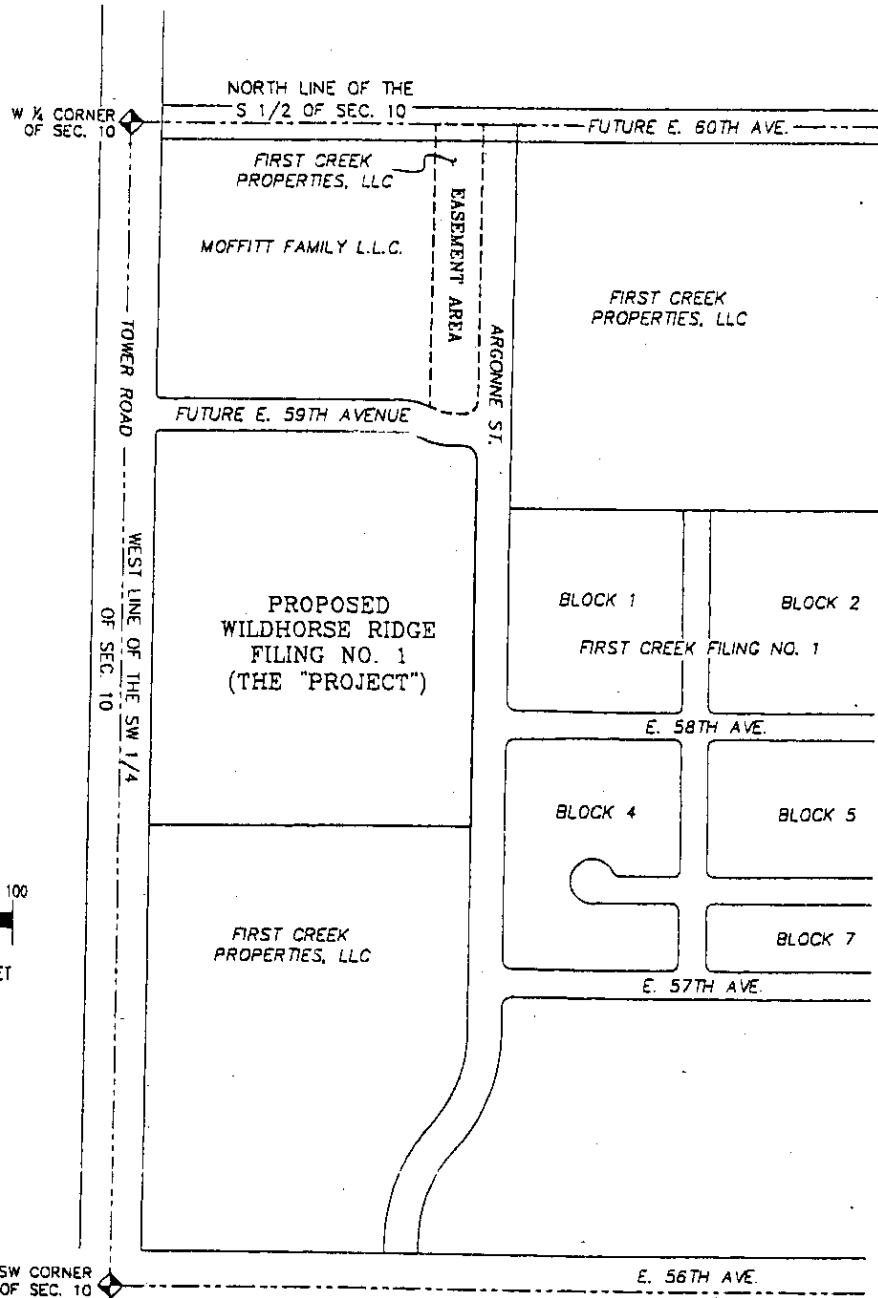
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09/23/2003 02:24P  
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City & County of Denver  
AMD

**EXHIBIT "B"**  
**TO**  
**AMENDED COVENANT AND DRAINAGE/SEWER EASEMENT**  
**(Proposed Wildhorse Ridge Filing No. 1)**

EXHIBIT



**2003199713**  
 Page: 24 of 26  
 09/23/2009 02:24P  
 R131.00 D0.00  
 AMD  
 City & County of Denver

NOTE:  
 THIS IS NOT A LAND SURVEY PLAT OR IMPROVEMENT  
 SURVEY PLAT. NO MONUMENTS WERE SET FOR THE  
 PREPARATION OF THE ATTACHED LEGAL DESCRIPTION.

790\200-071\SURVEY\EXHIBITS\2071-drainage-exh1a.dwg

COUNTY: DENVER AREA: 70,398 SQ. FT. / 1.62 ACRES

SW 1/4 SEC 10, T.3S., R.66W. 59TH AVENUE & ARGONNE ST

**Jehn & Associates, Inc.**

PROFESSIONAL ENGINEERS AND SURVEYORS  
 5855 WADSWORTH BYPASS, SUITE A-100  
 ARVADA, CO 80003 (303) 423-6036



TITLE: DRAINAGE/SEWER EASEMENT - PROJECT LOCATION

CLIENT: BCORP-HRT, L.L.C.

SCALE: 1" = 100' 06.17.03 790-202-071 1ST CREEK PROP.



**AMENDED EXHIBIT "D"**  
**TO**  
**AMENDED COVENANT AND DRAINAGE/SEWER EASEMENT**  
**(Amended Easement Area)**

1 OF 2

**DRAINAGE/SEWER EASEMENT DESCRIPTION:**

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 10 BEARS N 89°28'40" E BETWEEN THE FOUND MONUMENTS AS SHOWN HEREON.

COMMENCING AT WEST ONE-QUARTER CORNER OF SAID SECTION 10;

THENCE N 89°28'40" E ALONG SAID NORTH LINE OF THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 10 A DISTANCE OF 690.04 TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 2000103142 CITY AND COUNTY OF DENVER PUBLIC RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N 89°28'40" E CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 108.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARGONNE ROAD AS SHOWN ON THE RECORDED PLAT OF FIRST CREEK FILING NO. 1, RECORDED AT RECEPTION NUMBER 2002214133, BOOK 34, PAGES 27-32, CITY AND COUNTY OF DENVER PUBLIC RECORDS;

THENCE S 00°03'23" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 624.33 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF 59<sup>TH</sup> AVENUE;

THENCE ALONG THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF 59<sup>TH</sup> AVENUE THE FOLLOWING FOUR (4) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS S 44°46'02" W, A DISTANCE OF 42.21 FEET HAVING A RADIUS OF 30.00 FEET, DELTA OF 89°25'17" AND A LENGTH OF 46.82 FEET;
2. S 89°28'40" W, A DISTANCE OF 30.21 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS N 80°23'04" W, A DISTANCE OF 22.53 FEET HAVING A RADIUS OF 64.00 FEET, DELTA OF 20°16'32" AND A LENGTH OF 22.65 FEET;
4. N 70°14'48" W, A DISTANCE OF 27.83 FEET TO A POINT ON SAID EASTERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 2000103142 CITY AND COUNTY OF DENVER PUBLIC RECORDS;

THENCE N 00°03'23" E ALONG SAID EASTERLY LINE A DISTANCE OF 640.42 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS 70,398 SQ. FT. OR 1.62 ACRES, MORE OR LESS.

NOTE: THIS DESCRIPTION DOES NOT REPRESENT A MONUMENTED LAND SURVEY, THIS DESCRIPTION IS INTENDED ONLY TO DESCRIBE THE ATTACHED EXHIBIT

PREPARED BY:

2003199713

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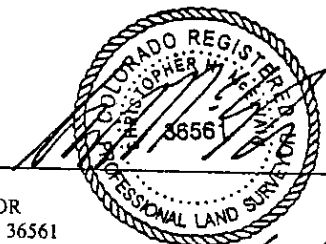
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R131.00 D0.00



RMD

City & County of Denver



5/22/03

CHRISTOPHER H. McELVAIN,  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 36561  
FOR AND ON BEHALF OF  
JEHN & ASSOCIATES, INC.  
5855 WADSWORTH BYPASS #A-100  
ARVADA, CO. 80003

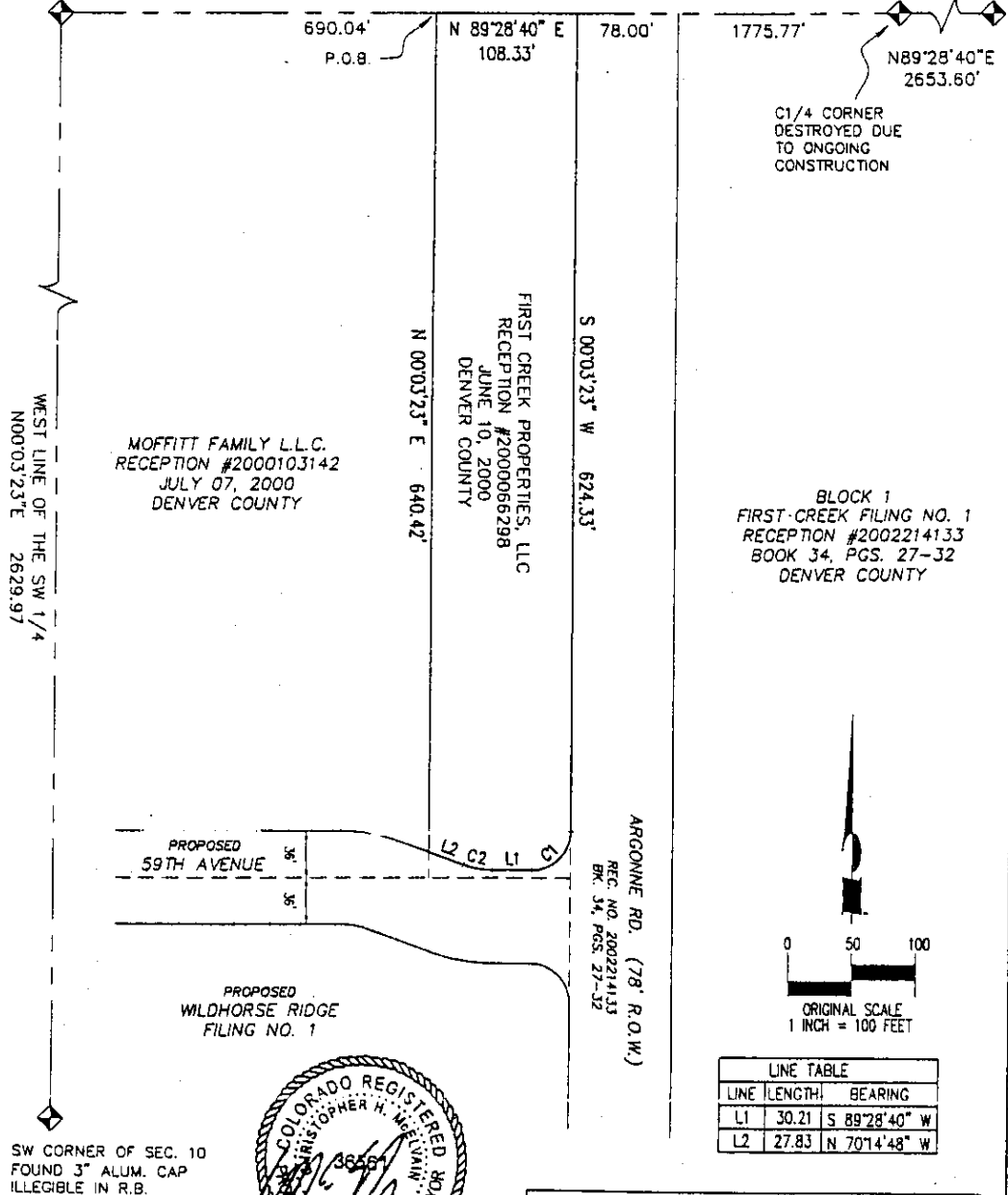
**AMENDED EXHIBIT "D"**  
**TO**  
**AMENDED COVENANT AND DRAINAGE/SEWER EASEMENT**  
**(Amended Easement Area)**

**EXHIBIT**  
 2 OF 2

POINT OF COMMENCEMENT  
 W 1/4 CORNER SEC. 10  
 FOUND 3" BRASS CAP  
 IN R.B. PLS 15244

BASIS OF BEARINGS  
 NORTH LINE OF THE  
 S 1/2 OF SEC. 10  
 N89°28'40"E 5305.74'

EAST 1/4 COR  
 SEC. 10, 3 1/4"  
 ALUM. CAP  
 PLS 25379



C1/4 CORNER  
 DESTROYED DUE  
 TO ONGOING  
 CONSTRUCTION

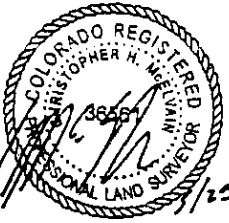
BLOCK 1  
 FIRST CREEK FILING NO. 1  
 RECEPTION #2002214133  
 BOOK 34, PGS. 27-32  
 DENVER COUNTY



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.21	S 89°28'40" W
L2	27.83	N 70°14'48" W

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	BEARING	CHORD
C1	89°25'17"	46.82'	30.00'	S 44°46'02" W	42.21'
C2	20°16'32"	22.65'	64.00'	N 80°23'04" W	22.53'

NOTE:  
 THIS IS NOT A LAND SURVEY PLAT OR IMPROVEMENT  
 SURVEY PLAT. NO MONUMENTS WERE SET FOR THE  
 PREPARATION OF THE ATTACHED LEGAL DESCRIPTION.



790\200-071\SURVEY\EXHIBITS\2071-drainage-esht1.dwg

COUNTY:	DENVER	AREA:	70,398 SQ. FT. / 1.62 ACRES
SW 1/4 SEC 10, T.3S., R.66W.		59TH AVENUE & ARGONNE ROAD	
<b>Jehn &amp; Associates, Inc.</b>		TITLE: DRAINAGE/SEWER EASEMENT	
PROFESSIONAL ENGINEERS AND SURVEYORS 5855 WADSWORTH BYPASS, SUITE A-100 ARVADA, CO 80003 (303) 423-6036		CLIENT: BCORP-HRT, L.L.C.	
SCALE: 1" = 100'		5.28.03	790-202-071 1ST CREEK PROP.

2003199713  
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 09/23/2003 02:24P  
 R131.00 D0.00  
 City & County of Denver  
 AND