

Land Stewardship Plan For the Perry Park Ranch Gateway

Douglas County, Colorado

Prepared by:
The Perry Park Metropolitan District
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Executive Summary

This plan for Stewardship creates a vision and action plan for management efforts at the Perry Park Gateway Open Space in Larkspur Colorado. This plan was prepared by the Perry Park Metropolitan District and reviewed by appropriate entities such as the Douglas County Division of Open Space, the Colorado Division of Wildlife, and The Land Conservancy. The residents of Perry Park Ranch were provided opportunities to share input at public meetings, and information regarding the process was published in local newsletters.

In November of 2000, the residents of Perry Park Ranch voted to incur two hundred thousand dollars of debt in order to purchase sixty-eight acres at the entrance to the subdivision. While the Perry Park Metropolitan District retains ownership of the land, the Douglas County Land Conservancy and Douglas County hold a Conservation Easement on the property, ensuring that it will never be developed. The purchase of the Gateway parcel was the culmination of an eight-year effort to protect the property from development. The Conservation Fund provided bridge funding for the acquisition, and the Perry Park Metropolitan District along with the Colorado Division of Wildlife and Douglas County contributed to the market value purchase arrangement.

Perry Park Ranch is located in Douglas County, about 5 miles west of the Town of Larkspur. The sixty-eight acre Gateway parcel is bordered on the north and south by private property, to the east by State Highway 105, and to the west by Bannock Street (on the north portion) and private property (on the south portion). The Perry Park Gateway acreage is split by Red Rock Drive, which runs east and west through the parcel. West Plum Creek bisects the Gateway, running from south to north from Red Rock Drive. South of Red Rock Drive the creek has been dammed to form a shallow pond and surrounding marsh. The entire property provides important habitat for a wide variety of wildlife including:

various bird, amphibian, fish and reptile species, the American elk, mule deer, whitetail deer, bear, fox, coyote, and the endangered Preble's meadow jumping mouse.

The mission statement for the Perry Park Gateway indicates that the property will be managed primarily to protect natural, historical, and archaeological resources, while managing the property as a wildlife habitat, and providing compatible education, recreation, and appropriate public use opportunities. The vision statement for the Gateway addresses the maintenance and enhancements of the natural features of the property. In order to realize the mission and vision for this parcel, operating principles were outlined by the Perry Park Metropolitan District to clarify the management philosophy. Goals and objectives developed in the Stewardship Plan cover wildlife, historic and archaeological preservation, and public access issues. Using the goals and objectives as an outline, the Perry Park Metropolitan District devised a list of Policies to help guide the management of this dedicated open space.

Perry Park Gateway Open Space Stewardship Plan

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I. Perry Park Gateway Stewardship Planning Process

A. Purpose

The purpose of the Perry Park Gateway Stewardship Plan (GSP) is to articulate a mission and vision for the future use and long-term management of the Gateway parcel. In addition, this plan will create guidelines and mechanisms to successfully implement specific goals and objectives. The GSP is also an adaptive working document that serves as a resource for decision-making and a record of management activities.

While the mission and vision are intended to remain constant over the long run, the goals and objectives of the Perry Park Gateway Stewardship Plan will be revisited every five years to ensure the Plan's successful implementation. The GSP will be completed in 2002 and should remain in effect until 2007. At that time, the GSP will be evaluated and any necessary revisions will be made.

B. Partner and Public Involvement

The development of the Perry Park Gateway Open Space has required multi-agency involvement and public input. The Perry Park Metropolitan District prepared the plan, with input from the Douglas County Land Conservancy, The Colorado Division of Wildlife, the Perry Park Water and Sanitation District, and Douglas County. Public comment has been solicited at monthly meetings of the Perry Park Metropolitan District and through local publications.

II. Background

A. History

The 68-acre Perry Park Gateway Open Space is located approximately 5 miles west of Larkspur and is bisected by West Plum Creek at the entrance of historic Perry Park Ranch. The area has been through much transition from its early days as a stagecoach stop between Denver and Colorado Springs, to a working and recreational ranch, to its present incarnation as a planned development. Perry Park Ranch backs to Pike National Forest, and is a low-density residential community comprised of one to five acre lots. Perry Park Ranch is characterized by its red rock formations, which can be found throughout the subdivision and on the private golf course.

In November of 2000, the voters of Perry Park Ranch approved a Bond Issue allowing for the Metropolitan District to incur additional debt in order to purchase the acreage at the entrance to their community. The Land Conservancy agreed to provide the bridge funding necessary to acquire the land, and Douglas County and the Colorado Division of Wildlife completed the financial partnership for the eventual purchase. The parcel was dedicated as Open Space in April 2000, as part of the purchase agreement.

B. Natural Resources

The Perry Park Gateway is home to numerous wildlife species and contains riparian, wetland, pond and grassland habitats. The Colorado Division of Wildlife considers the West Plum Creek and associated wetlands to be among the seventeen most important ecosystems in the State. Numerous wildlife species are known to inhabit or frequent the property, and the parcel also lies within a designated "Zone 1 – Mouse Management Area". The permanent protection of this land will help Douglas County meet the requirements outlined

in the Habitat Conservation Plan for the Preble's Meadow Jumping Mouse (*Zapus Hudsonius preblei*).

III. Mission Statement

The mission of the Perry Park Metropolitan District at the Perry Park Gateway is to protect archaeological, historical, and natural resources, while managing the property as a wildlife habitat, and providing compatible education, recreation, and appropriate public use opportunities in accordance with the Deed of Conservation Easement.

IV. Vision Statement

The Perry Park Metropolitan District envisions the Perry Park Gateway to be managed as a natural area while maintaining and enhancing native grasslands, as well as riparian corridors. Because of the unique natural features of the Perry Park Gateway, the Perry Park Metropolitan District also seeks to provide a variety of compatible public visitation, recreational and educational opportunities.

V. Operating Principles

Operating principles for the Perry Park Gateway were formulated after reviewing the Deed of Conservation Easement (Perry Park Gateway) recorded with the Douglas County Clerk and Recorder Reception Number 01032995, Book 2014, Page 832 on April 18, 2001. Subsequent to the acquisition of the property, a public workshop was held to obtain input from the community. The operating principles are as follows:

- The Perry Park Gateway was acquired to preserve a natural area and will be managed primarily for long-term natural resource conservation.

- Management will provide compatible opportunities for public visitation, recreation, and education to enjoy and learn about the land, and wildlife while respecting the primary purpose of long-term resource conservation.
- Management of the Perry Park Gateway will complement adjoining land uses.
- Signage, Fencing, Structures, Recreational Improvements and Parking Areas will be in accordance with Policies set forth by the Perry Park Metropolitan District.
- Management will use practices that minimize negative impacts on natural and ecological systems and features, consistent with the Mission Statement.
- Uses of the Perry Park Gateway shall not conflict with Easements as recorded with the Douglas County Clerk and Recorder.
- Additional easements may be granted at the discretion of the PPMD and in accordance with the Deed of Conservation Easement.

VI. Goals and Objectives

1. Protect and preserve archaeological and historical resources

- Seek to conserve known historical and archaeological features
- Explore compatible public use opportunities

2. Manage natural resource to maintain and protect native ecosystem resources

- Inventory natural resources
- Consult with partner natural resource agencies and professionals
- Establish Best Management Practices (BMPs) for sensitive areas
- Inventory wildlife resources through consultation with the Colorado Division of Wildlife
- In consultation with other natural resource professionals identify management strategies that encourage diverse native plant communities, including noxious weed control, prescribed fires and other appropriate techniques
- Evaluate for compatibility with other Goals

3. Provide public use opportunities

- Permit public use opportunities compatible with other Goals
- Monitor/Evaluate public use for compatibility with other Goals

4. Establish partnerships to further achieve Goals #1 - #3

- Identify appropriate partnership opportunities
- Identify issues common with partner agencies and organization
- Develop cooperative implementation strategies
- Leverage funding from other agencies and organizations

VII. Management Policies

Policies are essential to achieving the vision, goals, and objectives established for the Perry Park Gateway. The Perry Park Metropolitan District protected the Perry Park Gateway mainly to preserve the natural and historical features of the property. To adequately protect these resources many recreational activities will be restricted. The policies listed below highlight rules and regulations that guide activities to achieve the vision, goals, and objectives for the Perry Park Gateway. These policies represent the consensus of the Board of Directors of the Perry Park Metropolitan District, the Douglas County Open Space and Natural Resource Staff, the Douglas County Land Conservancy, and the Colorado Division of Wildlife. Violations of these policies may be punishable by criminal or civil penalties as determined by PPMD.

- Collection of any archaeological, biological and historical resources is prohibited unless the project is a management or research project approved in writing by the PPMD
- Public Access – Access will be permitted that does not undermine the primary mission and vision for the property. Any trails will be constructed of natural materials and in concurrence with the PPMD.
- Pets are allowed on the Perry Park Gateway, however pets must be under owner control at all times and shall not interfere with or harass wildlife. Horses shall be permitted on the property; such access and use may be restricted to designated areas.
- Hunting and trapping are not permitted on the Perry Park Gateway. Wildlife management activities may be conducted by, or under the direction of the Colorado Division of Wildlife in concurrence with the PPMD.
- Weapons shall not be discharged on the Perry Park Gateway. Law Enforcement and wildlife management activities requiring the discharge of weapons are exempt from this policy.

- Motorized vehicles are not allowed off the main road and parking area, except for special permitted access, approved maintenance, or emergency purposes.
- Policies for Signage and Parking as approved by the PPMD are attached as Appendix A and Appendix B.
- Camping and open fires are not permitted on the Perry Park Gateway.
- Bicycles shall be permitted on the property. However, access and use may be restricted to designated areas.
- Fishing shall be permitted in accordance with policy set forth by the PPMD and the Colorado Division of Wildlife.
- Littering is not permitted on the Perry Park Gateway.
- Fireworks are not permitted on the Perry Park Gateway.
- Other uses as determined by the PPMD may be permitted, restricted, or disallowed.

Appendix A

Deed of Conservation Easement

*Recorded April 18, 2001, Douglas County, Colorado
Reception Number 01032995
Book 2014 Page 832*

**DEED OF CONSERVATION EASEMENT
(Perry Park Gateway)**

THIS DEED OF CONSERVATION EASEMENT ("Deed") is made this day 17th of April 2001, by Perry Park Metropolitan District ("PPMD"), having an address c/o Collins, Cockrel & Cole, P.C., Attn: Jim Collins, 390 Union Blvd., Suite 400, Denver, Colorado 80228-1556 or such other address as may be established by the Board of Directors of PPMD ("Grantor"), in favor of the Douglas County Land Conservancy ("DCLC"), having an address at P.O. Box 462, Castle Rock, Colorado 80104 and the Board of County Commissioners of the County of Douglas, State of Colorado (the "County"), having an address at 100 Third Street, Castle Rock, Colorado, 80104 (DCLC and County shall be collectively referred to herein as the "Grantee"). The State of Colorado, acting through the Colorado Division of Wildlife (The "CDOW") is a financial participant in the purchase of the Easement. The CDOW's interest in the Property is its wildlife habitat, in particular, the preservation of Preble's meadow jumping mouse habitat.

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RECITALS:

A. Grantor is the sole owner in fee simple of certain real Property consisting of 56 acres, more or less, in Douglas County, Colorado, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property").

B. The Property possesses natural, scenic, open space, aesthetic, ecological, environmental, historical, and wildlife values (collectively, "Conservation Values") of great importance to Grantor, Grantee, the people of Douglas County and the people of the State of Colorado, which are worthy of protection in perpetuity.

C. The parties recognize that economic development of the Property would have an adverse impact on and greatly impair these Conservation Values. The Property has significant ecological and open space values as referred to in C.R.S. §38-30.5-101, et seq., and provides natural habitat for native plants and animals. The Property also has values as indicated by the following conservation policies:

1) C.R.S. §38-30.5-101, et seq., providing for the establishment of conservation easements to maintain land "in a natural, scenic or open condition, or for wildlife habitat ...or other use or condition consistent with the protection of open land having wholesome environmental quality or life-sustaining ecological diversity."

2) C.R.S. §33-1-101, et seq., which provide in part that "it is the policy of the State of Colorado that the wildlife and their environment are to be protected, preserved,

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enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors."

3) The Douglas County Parks, Trails and Open Space Master Plan, which identifies the Property as a high priority open space opportunity for the protection and preservation of the viewshed from Douglas County 105, wildlife habitat, riparian and wetland areas.

4) Douglas County Resolution No. R-994-062, and the subsequent citizen approval election (effective January 1, 1995), which encourages the preservation of natural areas, scenic vistas, wildlife habitat, and other open space areas, which require protection.

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

1) Scenic/Visual. The Property is located adjacent to Highway 105 and near the headwaters of West Plum Creek. The Property serves as a visual buffer between Highway 105 and the land zoned Rural Residential located west of the Property.

2) Wildlife. The Property holds a significant population of Preble's meadow jumping mice, considered a federally threatened species pursuant to the Endangered Species Act. Numerous other game and non-game wildlife species are found on the Property.

3) Open Space. The Property serves as a passive open space gateway to Perry Park Ranch.

E. The specific Conservation Values of the Property will be documented in an inventory of relevant features of the Property, ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant, and shall be signed by both the Grantor and the Grantee. The Baseline Documentation shall be completed within 9 months of this grant, and shall be kept on file in the offices of the Grantee.

F. Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to passive open space uses, existing at the time of this grant, that do not significantly impair or interfere with those values.

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

H. Grantee, Douglas County Land Conservancy, is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue

Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.

I. Grantee, Douglas County, is a governmental entity qualified under Sections 501(c)(3) and 170(n) of the Internal Revenue Code to hold an interest in this Deed.

J. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

K. A portion of this conservation easement was purchased using Colorado Division of Wildlife Endangered Species Trust Fund funds.

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

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

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

a. To identify, preserve, protect, and enhance the Conservation Values of the Property;

b. To enter upon the Property at reasonable times (and at a minimum once per year) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Deed, provided that such entry shall be upon prior reasonable notice to Grantor. Upon receipt of consent from Grantor and on such terms and conditions as approved by Grantor, to observe, study and make educational and specific observations on the Property for limited periods of time, and to further the goals and objectives of the Grantee; provided, however, that any such right of entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property consistent with the Easement;

c. To enjoin and prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and to require the restoration, at Grantor's

expense, of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Construction of Buildings and Other Structures. The construction of any building or other structure or improvement is prohibited.

b. Subdivision. Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.

c. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Commercial timber harvesting on the Property is prohibited.

d. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.

e. Paving, Road, and Trail Construction. No portion of the Property, unless otherwise described herein, shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any paved road or trail be constructed without the advance written approval of Grantee, which approval Grantee may withhold if Grantee reasonably determines that the proposal will significantly impair or interfere with the Conservation Values of the Property. Grantor reserves the right, in cooperation with other governmental agencies, to restrict access. All trails shall be constructed of natural materials.

f. Parking Area. Any parking area shall be limited to the existing disturbed area located along Red Rock Drive, east of the pond and west of Perry Park Road as shown in the Baseline Documentation. The parking area may be surfaced with asphalt, recycled asphalt or gravel. Grantor reserves the right, in cooperation with other governmental agencies, to restrict use of the parking area.

g. Storage of Vehicles and Trash. The dumping, uncontained accumulation, or storage of any kind of trash, including, but not limited to, abandoned vehicles, machinery, building materials, or refuse, on the Property is prohibited.

h. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property.

i. Feed Lot. The establishment or maintenance of a commercial feedlot is prohibited.

j. Recreational Uses. The Property may be used for passive non-motorized

recreation as identified in the Land Stewardship Plan (defined below). The establishment of golf courses, airstrips, ball fields, playgrounds, other irrigated recreational areas and helicopter pads are prohibited. Facilities for any other public or private active recreational purpose may not be constructed on the Property without the advance written approval of the Grantee, and must be consistent with the Conservation Values of the Property.

k. Development Rights. The Grantor hereby grants to Grantee all development rights associated with the Property, except for the specific development rights specifically reserved herein. No development rights are reserved herein for the purpose of transferring density units to another Property, adjacent or otherwise, by Grantor, Grantee or any other party.

4. Reserved Rights and Consistent Uses. Grantor reserves to itself, and to its successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are consistent with the purpose of the Easement. Without limiting the generality of the foregoing, the following rights and consistent uses are expressly reserved:

a. Existing Entrance Feature. The existing entrance feature, including the existing monument sign, may be replaced or maintained at its current location or other location approved by Grantee, but neither the footprint nor height shall be substantially enlarged without the advance written approval of the Grantee. Grantor shall use neutral colors and natural materials and comply with all Douglas County Zoning Resolution Requirements. The entrance feature may incorporate lighting that meets all County regulations and does not significantly impair or interfere with the Conservation Values.

b. Fences. Grantor may repair or replace existing fences, and new fences may be built for purposes of reasonable and customary management of wildlife, and for separation of ownership and uses. Fences shall be constructed so as to permit the movement of wildlife across the Property and shall be constructed of materials consistent with the standards approved by the Colorado Division of Wildlife, or its successors.

c. Land Stewardship Plan. The Property shall be operated and managed in accordance with a land stewardship plan developed by the Grantor with input from and approved by Grantee ("Land Stewardship Plan"). The Land Stewardship Plan is to be completed within one (1) year of the execution of this Deed. The plan shall contain a short description of anticipated Property uses and natural resource management activities and shall be reviewed and updated as necessary, upon Grantee's request.

d. Water Rights. All water and water rights underlying or appurtenant to the Property are excepted from this Deed. No water or water rights are conveyed by this Deed.

e. Granting of Additional Easements. Grantor reserves the right to grant additional easements for installation, construction, maintenance and emergency access for public utilities and uses that do not materially impair or interfere with the Conservation Values or the

preservation of Preble's meadow jumping mouse habitat. The location and extent of any such easement must be approved in advance by Grantee in order to mitigate any impact to the Conservation Values or to Preble's meadow jumping mouse habitat.

f. Drainage Improvements. Douglas County is hereby granted authorization to access the drainage areas and drainage ways for operation, maintenance, construction and reconstruction of drainage improvements located within the Property, provided that such access does not materially impair or interfere with the Conservation Values of the Property.

g. Allowed Passive Recreation Uses. Access to the Property by the public may be allowed by the Grantor for use of trails and fishing in the existing pond. However, such use may be restricted or regulated to ensure protection of the Conservation Values and Preble's meadow jumping mouse habitat. Portions of the Property may be designated to prohibit human use due to potential wildlife conflicts or potential negative impact to the Conservation Values. Any trail constructed shall be of natural materials.

h. Signage. New signage shall be allowed within the open space that designates access points, provides interpretive information, and restricts or controls access and that does not materially impair or interfere with the Conservation Values.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of the Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of the Easement.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request thereof. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would materially impair or interfere with the purpose of the Easement. If Grantee fails or declines to notify Grantor of any denial of request for approval within the 60-day period provided above, approval shall be deemed to be granted.

7. Enforcement.

a. Notice of Violation. If Grantee determines that a violation of the terms of the Easement has occurred or is threatened, Grantee shall give written notice to Grantor and CDOW of such violation and demand corrective action by Grantor sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of the Easement, sufficient to restore the portion of the Property so injured to its prior condition in accordance with a restoration plan approved by Grantee.

b. Injunctive Relief. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

c. Damages. Grantee shall be entitled to recover damages for the violation of the terms of this Deed or injury to any Conservation Values protected by the Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

d. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 7 without prior notice to Grantor or without waiting for the period provided for cure to expire.

e. Scope of Relief. Grantee rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this Deed. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Deed are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 7 (b) above, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Deed, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

f. Costs of Enforcement. All reasonable costs incurred by the Grantee in enforcing the terms of this Deed against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Deed shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs.

g. Forbearance. Forbearance by Grantee to exercise its rights under this Deed in the event of any breach of any term of this Deed by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Deed or of any of Grantee's rights under the Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

h. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time and Grantor hereby waives any defense

available to Grantor pursuant to C.R.S. Section 38-41-119.

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

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or any other activity or use permitted by the Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Deed or the Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

10. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

a. No substance defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property.

b. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state and local laws, regulations and requirements.

c. Grantor and the Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use.

d. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.

e. No civil or criminal proceeding or investigation has been instigated at any time or is now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

11. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case the Grantee shall be responsible therefore.

12. Hold Harmless. The Grantor agrees to bear all costs of operation, upkeep and maintenance of the Property and agrees to indemnify Grantee against all claims and obligations arising from such operation, upkeep and maintenance activities and from liability for any taxes associated with the Property. The Grantor agrees to defend and indemnify Grantee against obligations arising from past, present or future dumping of hazardous materials on the Property and against any obligations associated with the cleanup or containment of the impacts of such dumping.

13. Extinguishment/Condemnation. If circumstances arise in the future such as render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances, and shall, in addition, notify CDOW of such circumstances. In the event of condemnation or termination, or if Grantor sells, trades, or otherwise transfers for value the underlying fee title of the Property Grantor, Grantee, and CDOW shall be entitled to receive those portions of the net proceeds of condemnation or sale of the Property pursuant to Paragraph 14 herein.

14. Proceeds. The rights of Grantee created by the Easement constitute a real property interest vested in Grantee. In the event of condemnation of the Easement or extinguishment of the Easement, the values of Grantee's, Grantor's, and CDOW's interests shall be computed as follows:

a. If all or any portion of the Property is acquired by an entity that has the power of condemnation, the fair market value of the portion of the Property that has been acquired shall be determined by the Court in the condemnation proceeding, or by the agreement of Grantor, Grantee, and the condemning entity.

b. Once the fair market value of the portion of the Property which has been acquired has been established pursuant to paragraph 14(a) above, the value of Grantor's,

Grantee's, and CDOW's respective interests in the proceeds shall be as follows:

Grantor's interest shall be forty percent (40%).
Grantee's interest shall be forty percent (40%).
CDOW's interest shall be twenty percent (20%).

c. If all or any portion of the Easement is extinguished, the fair market value of the portion of the Easement which has been extinguished shall be determined by agreement of Grantor and Grantee, but if the parties cannot agree, by an appraisal completed by a mutually acceptable licensed appraiser. Once the fair market value of the Easement has been established pursuant to the above, the value of Grantee's and CDOW's respective interest in the proceeds (if any) resulting from the extinguishment shall be as follows:

Grantee's interest shall be sixty-seven percent (67%).
CDOW's interest shall be thirty-three percent (33%).

15. Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in Paragraph 14 in a manner consistent with its conservation purposes.

16. Assignment. The Easement is transferable, but Grantee may assign its rights and obligations under the Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) authorized to acquire and hold conservation easements under Colorado law and (c) approved as a transferee by CDOW. As a condition of such transfer, Grantee shall require that the Conservation Values of the Property continue to be preserved and maintained.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:
Perry Park Metropolitan District
c/o Collins Cockrel & Cole
Attention: Jim Collins
390 Union Blvd., Suite 400
Denver, Colorado 80228-1556

To Grantee:
Executive Director
Douglas County Land Conservancy
P.O. Box 462
Castle Rock, Colorado 80104

County of Douglas
100 Third Street
Castle Rock, Colorado 80104
Attention: Director of Open Space and Natural Resources

Colorado Division of Wildlife
6060 Broadway
Denver, Colorado 80216
Attention: Real Estate Unit

or to such other address as either party from time to time shall designate by written notice to the other. Notice shall be effective upon delivery in the case of personal service, and shall be effective 5 days after mailing.

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

19. General Provisions.

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

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

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

d. Entire Agreement. This Deed sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

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

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

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

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

i. Amendment. If the circumstances arise under which an amendment to or modification of this Deed would be appropriate, Grantor and Grantee are free to jointly amend this Deed, provided that CDOW gives approval of the amendment and that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of the Easement and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of Douglas County, Colorado.

j. Recitals. The RECITALS are incorporated by reference.

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

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

GRANTOR:

PERRY PARK METROPOLITAN DISTRICT

By: Daniel J. Omeara

Its: President

And By: Keith A. Worley

Its: Secretary

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing document was acknowledged before me this 17th day of April, 2001, by Daniel J. Omeara, as President, and by Keith A. Worley, as Secretary of the Perry Park Metropolitan District.

Witness my hand and official seal.

My commission expires: 5/27/02

Michelle Capra
Notary Public



GRANTEE:

DOUGLAS COUNTY LAND CONSERVANCY
A Colorado non-profit corporation

By: Ernie Foyek

Its: vice president

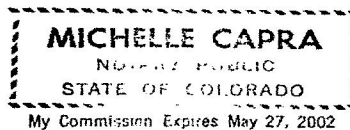
STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing document was acknowledged before me this 17th day of April, 2001, by Ernie Foyek, as Vice President, of the Douglas County Land Conservancy, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires:

Michelle Capra
Notary Public



GRANTEE:

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS, STATE OF COLORADO

BY: Melanie A. Worley

ITS: Chair

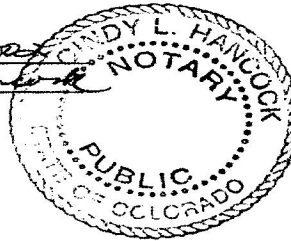
STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing document was acknowledged before me this 17th day of April, 2001, by
Melanie A. Worley, as Chair, of the Board of
County Commissioners of the County of Douglas, State of Colorado.

Witness my hand and official seal.

My commission expires:

November 23, 2002
Cindy L. Hancock
Notary Public



PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 25 AND CONSIDERING THE NORTH LINE OF SAID NORTHWEST 1/4 TO BEAR NORTH 88 DEGREES 56 MINUTES 09 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE SOUTH 04 DEGREES 25 MINUTES 19 SECONDS EAST A DISTANCE OF 1355.08 FEET TO A POINT (POINT OF CURVE) ON THE EAST RIGHT OF WAY LINE OF BANNNOCK ROAD AND TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 24 MINUTES 26 SECONDS EAST A DISTANCE OF 1187.19 FEET;
THENCE SOUTH 01 DEGREES 33 MINUTES 09 SECONDS WEST A DISTANCE OF 500.54 FEET;
THENCE NORTH 89 DEGREES 23 MINUTES 05 SECONDS WEST A DISTANCE OF 220.80;
THENCE SOUTH 00 DEGREES 36 MINUTES 55 SECONDS WEST A DISTANCE OF 230.00 FEET;
THENCE SOUTH 89 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 217.25 FEET;
SOUTH 01 DEGREES 48 MINUTES 33 SECONDS WEST A DISTANCE OF 309.41 FEET;
THENCE SOUTH 29 DEGREES 11 MINUTES 18 SECONDS WEST A DISTANCE OF 374.39 FEET;
THENCE NORTH 89 DEGREES 28 MINUTES 44 SECONDS WEST A DISTANCE OF 1050.65 FEET;
THENCE NORTH 13 DEGREES 34 MINUTES 04 SECONDS EAST A DISTANCE OF 722.57 FEET TO THE NORTHERLY RIGHT OF WAY OF RED ROCK DRIVE;
THENCE ALONG SAID RIGHT OF WAY NORTH 78 DEGREES 08 MINUTES 00 SECONDS WEST A DISTANCE OF 260.11 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BANNOCK ROAD;
THENCE ALONG SAID RIGHT OF WAY NORTH 13 DEGREES 34 MINUTES 04 SECONDS EAST A DISTANCE OF 169.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A CENTRAL ANGLE OF 02 DEGREES 20 MINUTES 05 SECONDS AND A RADIUS OF 1442.24 FEET;
THENCE ALONG SAID CURVE 29.39 FEET TO THE POINT OF TANGENCY;
THENCE NORTH 15 DEGREES 54 MINUTES 09 SECONDS EAST A DISTANCE OF 382.98 FEET TO THE POINT OF BEGINNING.

COUNTY OF DOUGLAS, STATE OF COLORADO

THESE PROPERTY DESCRIPTIONS WERE PREPARED UNDER THE DIRECT SUPERVISION OF DAVID E. ARCHER & ASSOCIATES (P.L.S. 6835), 105 WILCOX STREET, CASTLE ROCK, CO 80104

EXCEPTING THEREFROM ALL EASEMENTS, PARCELS AND TRACTS OF REAL PROPERTY PREVIOUSLY CONVEYED TO THE PERRY PARK WATER AND SANITATION DISTRICT AS EVIDENCED BY INSTRUMENTS OF RECORD AT THE OFFICE OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER INCLUDING BUT NOT LIMITED TO THOSE DESCRIBED IN BOOK 388 AT PAGE 488 ET SEQ., BOOK 453 AT PAGE 831 ET SEQ., BOOK 477 AT PAGE 544 ET SEQ., AND EXCEPTING THE PARCEL CONVEYED IN BOOK 203 AT PAGE 97.

AND EXCEPTING THEREFROM

PARCEL C
LEGAL DESCRIPTION
RED ROCK DRIVE RIGHT-OF-WAY

A PARCEL OF LAND FOR THE PERMANENT RIGHT-OF-WAY OF RED ROCK DRIVE, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25, WHENCE THE NORTHWEST CORNER OF SAID SECTION 25 BEARS NORTH 00°46'52" EAST, ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THIS LINE; THENCE NORTH 19°06'58" EAST 661.32 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY LINE OF PERRY PARK FILING NO. 5, AS DESCRIBED IN BOOK 284, PAGE 555 IN THE OFFICE OF THE COUNTY CLERK AND RECORDER, DOUGLAS COUNTY, COLORADO;

THENCE ALONG SAID EASTERLY LINE NORTH 13°34'04" EAST 80.04 FEET;

THENCE LEAVING SAID EASTERLY LINE SOUTH 78°08'00" EAST 272.20 FEET;

THENCE NORTH 27°44'43" EAST 87.46 FEET;

THENCE SOUTH 62°15'17" EAST 94.13 FEET;

THENCE SOUTH 27°44'43" WEST 60.68 FEET;

THENCE SOUTH 78°08'00" EAST 669.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 532.96 FEET;

THENCE SOUTHEASTERLY 52.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°37'33";

THENCE NON-TANGENT TO SAID CURVE NORTH 00°57'17" WEST 23.72 FEET;

THENCE NORTH 89°02'43" EAST 21.50 FEET;

THENCE SOUTH 00°57'17" EAST 25.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 532.96 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 03°55'00" EAST;

THENCE EASTERLY 24.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°40'28";

THENCE TANGENT TO SAID CURVE SOUTH 88°45'28" EAST 14.43 FEET;

THENCE SOUTH 01°14'32" WEST 80.00 FEET;

THENCE NORTH 88°45'28" WEST 14.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 612.96 FEET;

THENCE WESTERLY AND NORTHWESTERLY 113.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°37'28";

THENCE TANGENT TO SAID CURVE NORTH 78°08'00" WEST 687.94 FEET;

THENCE SOUTH 13°18'44" WEST 55.37 FEET;

**LEGAL DESCRIPTION
RED ROCK DRIVE RIGHT-OF-WAY**

THENCE NORTH 78°41'16" WEST 92.99 FEET;

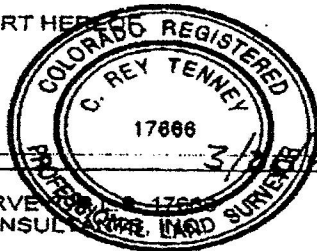
THENCE NORTH 13°18'44" EAST 53.02 FEET;

THENCE NORTH 78°08'00" WEST 261.26 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.422 ACRES (105,484 SQ.FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

C. Rey Tenney
C. REY TENNEY
COLORADO REGISTERED LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTING ENGINEERS, LAND SURVEYORS



DATE

PARCEL D

PROPERTY DESCRIPTION

Water Treatment Plant

A parcel of land being part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Twenty-five (25), Township Nine South (T.9S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of that parcel of land described in that document recorded in Book 388 on Page 493 of the records of the Douglas County Clerk and Recorder (DCCR), said document hereinafter referred to as Doc #1. From said point the Southeast Corner of Lot Four (4), Block Eight (8), Perry Park Filing No. 5 bears South 13°34'04" West a distance of 117.30 feet, as recorded within the aforesaid document. Said point also being the Northwest Corner of that parcel of land as described in that document as recorded in Book 388 on Page 490 of the records of the DCCR, said document hereinafter referred to as Doc #3;
THENCE North 13°34'04" East along the Westerly line of the aforesaid Doc #1 a distance of 75.00 feet to the Northwest Corner of the aforesaid Doc #1. Said point also being the Southwest Corner of that parcel of land described in that document recorded in Book 388 on Page 494 of the records of the DCCR, said document hereinafter referred to as Doc #2;
THENCE South 76°25'56" East along the Northerly of the aforesaid Doc #1, also being the Southerly line of the aforesaid Doc #2 and their Easterly extension a distance of 75.00 feet to the intersection with the Northerly extension of the Easterly line of the aforesaid Doc #3;
THENCE South 13°34'04" West along said Northerly extension a distance of 75.00 feet to the Northeast Corner of the aforesaid Doc #3;
THENCE North 76°25'56" West along the Northerly line of the aforesaid Doc #3 and being the Southerly line of the aforesaid Doc #1 a distance of 75.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 5,625 Square Feet (0.129 Acres), more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones

Colorado Registered Professional

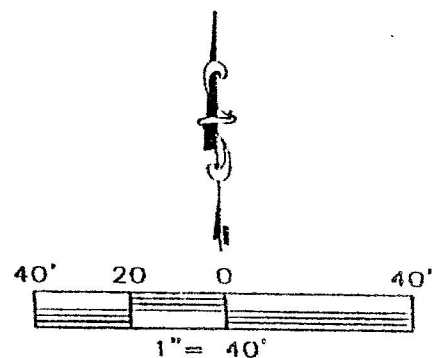
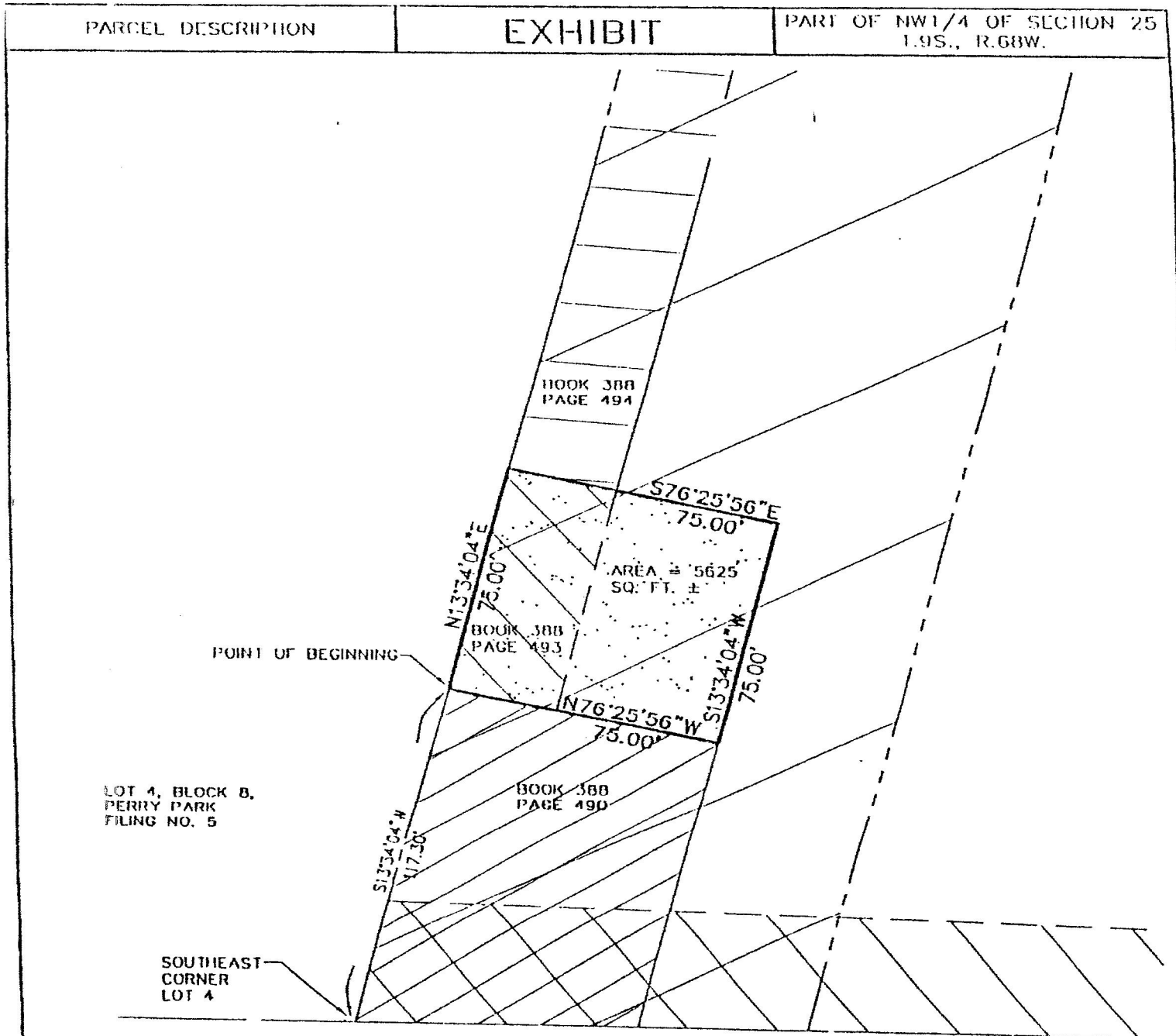
Land Surveyor #22098

November 6, 2000
Reet 1 of 1

KING SURVEYORS, INC.
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: par-1a.txt)

(November 6, 2000)



AND EXCEPTING THEREFROM

PARCELS E, F AND G
PROPERTY DESCRIPTION

Three strips of land Thirty feet (30') in width and being part of the Southwest Quarter (SW1/4) of Section Twenty-four (24) and part of the Northwest Quarter (NW1/4) of Section Twenty-five (25), all in Township Nine South (T.9S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado the center line of which is more particularly described as follows:

PARCEL E (Easement #1)

BEGINNING at the Northwest Corner of said Section 25:

THENCE North 72°00'53" East a distance of 629.28 feet to the Northwest Corner of that parcel of land as described in that Warranty Deed as recorded January 25, 1979 in Book 352 on Page 613 of the records of the Douglas County Clerk and Recorder (DCCR). Said parcel of land hereinafter referred to as Doc #1;

THENCE South 28°21'06" East a distance of 17.56 feet to a point Fifteen feet (15') Southerly of as measured at right angles to the Northerly line and 15' Easterly of as measured at right angles to the Westerly line of the aforesaid parcel of land. Said point being the **TRUE POINT OF BEGINNING** of said center line description. Said point hereinafter referred to as POINT "A";

Thence along a line 15' Southerly, Westerly and Northerly of the Northerly and Easterly line of the aforesaid parcel of land by the following Four (4) courses and distances:

THENCE South 87°01'02" East a distance of 1333.65 feet;

THENCE South 09°46'18" West a distance of 22.75 feet;

THENCE South 29°08'03" West a distance of 122.36 feet;

THENCE North 88°56'09" West a distance of 598.48 feet to the **TERMINUS POINT** of said center line description for Easement #1.

PARCEL F (Easement #2)

BEGINNING at the aforesaid POINT "A". Said point being 15' Easterly of as measured at right angles to the Westerly line of the aforesaid Doc #1, also being the Easterly Right-Of-Way (ROW) line of Bannock Road as platted within Perry Park Filing No. 5 (PPF#5);

Thence along a line 15' Easterly of as measured at right angles to the Westerly line of the aforesaid Doc #1, also being the Easterly ROW line of said Bannock Road by the following Nine (9) courses and distances:

THENCE South 30°18'51" West a distance of 119.60 feet to a Point of Curvature (PC);

THENCE along the Arc of a curve which is concave to the East a distance of 162.28 feet, whose Radius is 645.21 feet, whose Delta is 14°24'39", and whose Long Chord bears South 23°06'28" West a distance of 161.85 feet to the PT;

THENCE South 15°54'09" West a distance of 325.72 feet to a PC;

THENCE along the Arc of a curve which is concave to the East a distance of 338.70 feet, whose Radius is 600.65 feet, whose Delta is 32°18'30", and whose Long Chord bears South 00°15'06" East a distance of 334.23 feet to Point of Reverse Curvature (PRC);

THENCE along the Arc of a curve which is concave to the West a distance of 384.28 feet, whose Radius is 340.74 feet, whose Delta is 64°37'00", and whose Long Chord bears South 15°54'09" West a distance of 364.23 feet to a PRC;

THENCE along the Arc of a curve which is concave to the East a distance of 338.70 feet, whose Radius is 600.65 feet, whose Delta is 32°18'30", and whose Long Chord bears South 32°03'24" West a distance of 334.23 feet to the PT;

Property Description (continued)

THENCE South 15°54'09" West a distance of 382.98 feet to a PC;
 THENCE along the Arc of a curve which is concave to the East a distance of 58.16 feet, whose Radius is 1427.24 feet, whose Delta is 02°20'05", and whose Long Chord bears South 14°44'06" West a distance of 58.15 feet to the PT;
 THENCE South 13°34'04" West a distance of 153.64 feet to a point 15' Northerly of as measured at right angles to the Northerly ROW line of Red Rock Drive as platted within the aforesaid PPF#5;
 THENCE South 78°08'00" East along a line 15' Northerly of the aforesaid Red Rock Drive, also being 55' Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR a distance of 505.53 feet;
 THENCE North 27°44'43" East a distance of 91.13 feet;
 THENCE South 62°15'17" East a distance of 124.13 feet;
 THENCE South 27°44'43" West a distance of 55.82 feet to a point 55' Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR;
 Thence along a line 55' Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR by the following Two (2) courses and distances:
 THENCE South 78°08'00" East a distance of 649.92 feet to a PC;
 THENCE along the Arc of a curve which is concave to the North a distance of 33.81 feet, whose Radius is 517.96 feet, whose Delta is 03°44'23", and whose Long Chord bears South 80°01'11" East a distance of 33.81 feet. Said point hereinafter referred to as POINT "B";
 THENCE North 00°57'16" West along a line non-tangent to the aforesaid curve a distance of 21.42 feet;
 THENCE North 89°02'44" East a distance of 1.40 feet to a point 15' Westerly of as measured at right angles to the East line of the aforesaid Doc #1;
 THENCE North 01°48'33" East along a line 15' Westerly of as measured at right angles to the East line of the aforesaid Doc #1 a distance of 107.93 feet to the Easterly Line of the aforesaid Doc #1. Said point being the **TERMINUS POINT** of said Easement #2.

PARCEL G (Easement #3)

BEGINNING at POINT "B" as described within the above Easement #2;

THENCE South 00°57'16" East along a line non-tangent to the aforesaid curve as described at POINT "B" within the above Easement #2, a distance of 7.61 feet to a point 15' Westerly of as measured at right angles to the Easterly line of the aforesaid Doc #1;

THENCE South 01°48'33" West along a line 15' Westerly of as measured at right angles to the Easterly line of the aforesaid Doc #1 a distance of 87.92 feet to a point 40' Southerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR and being a point on a curve. Said point being the **TRUE POINT OF BEGINNING** of said Easement #3;

Thence along a line 15' Westerly of as measured at right angles to the Easterly line of the aforesaid Doc #1 by the following Two (2) courses and distances:

THENCE continuing South 01°48'33" West a distance of 80.52 feet;
 THENCE South 29°11'18" West a distance of 358.40 feet to the Northerly line of that parcel of land as described within Book 453 on Page 835 of the records of the DCCR, said document herein after referred to as Doc #2. Said point being the **TERMINUS POINT** of said center line description for Easement #3.

PARCEL A:

A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24 AND IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 25 AND CONSIDERING THE NORTH LINE OF SAID NORTHWEST 1/4 TO BEAR SOUTH 38 DEGREES 36 MINUTES 09 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 72 DEGREES 00 MINUTES 53 SECONDS EAST A DISTANCE OF 629.28 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87 DEGREES 01 MINUTES 02 SECONDS EAST A DISTANCE OF 1359.67 FEET;
THENCE SOUTH 09 DEGREES 46 MINUTES 18 SECONDS WEST 42.20 FEET;
THENCE SOUTH 29 DEGREES 08 MINUTES 03 SECONDS WEST A DISTANCE OF 133.92 FEET;
THENCE NORTH 88 DEGREES 56 MINUTES 09 SECONDS WEST A DISTANCE OF 577.36 FEET TO THE NORTHEAST CORNER NORTHWEST 1/4 NORTHWEST 1/4 OF SAID SECTION 25;
THENCE SOUTH 00 DEGREES 36 MINUTES 55 SECONDS WEST A DISTANCE OF 1252.59 FEET;
THENCE SOUTH 01 DEGREES 33 MINUTES 09 SECONDS WEST A DISTANCE OF 61.98 FEET;
THENCE SOUTH 89 DEGREES 24 MINUTES 26 SECONDS WEST A DISTANCE OF 1187.19 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BANNOCK ROAD TO A POINT ON A CURVE TO THE RIGHT;
SAID CURVE HAVING A CENTRAL ANGLE OF 32 DEGREES 18 MINUTES 30 SECONDS AND A RADIUS OF 615.65 FEET;
THENCE ALONG SAID CURVE 347.16 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE TO THE LEFT;
SAID CURVE HAVING A CENTRAL ANGLE OF 64 DEGREES 37 MINUTES 00 SECONDS AND A RADIUS OF 325.74 FEET;
THENCE ALONG SAID CURVE 367.36 FEET TO THE POINT OF COMPOUND CURVE TO THE RIGHT;
SAID CURVE HAVING A CENTRAL ANGLE OF 32 DEGREES 18 MINUTES 30 SECONDS AND A RADIUS OF 615.65 FEET;
THENCE ALONG SAID CURVE 347.16 FEET TO THE POINT OF TANGENT;
THENCE NORTH 15 DEGREES 54 MINUTES 09 SECONDS EAST A DISTANCE OF 325.72 FEET TO THE POINT ON A CURVE TO THE RIGHT;
SAID CURVE HAVING A CENTRAL ANGLE OF 14 DEGREES 24 MINUTES 39 SECONDS AND A RADIUS OF 660.21 FEET;
THENCE ALONG SAID CURVE 166.05 FEET;
THENCE NORTH 30 DEGREES 18 MINUTES 48 SECONDS EAST A DISTANCE OF 128.74 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 AND IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 9 SOUTH RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE

Property Description (continued)

Said described parcel of land contains 4.353 Acres, more or less (\pm) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

EXCEPT THEREFROM any part of said Easement #3 as contained within that document as recorded in Book 453 on Page 836 of the records of the DCCR.

It is the intent of this description that the end line of the aforesaid Easement #1 at it's Terminus Point is to be perpendicular to the described center line at the point. Further, it is the intent of this description that the side lines of the aforesaid Easement #2 are to be prolonged or shortened to intersect the Easterly line of the aforesaid Doc #1 at it's Terminus Point. Further, it is the intent of description that the end line of said Easement #3 at the True Point of Beginning is a curve which is concave to the North with an Arc length of 30.14 feet, whose Radius is 612.96 feet, whose Delta is $02^{\circ}49'01''$, and whose Long Chord bears South $82^{\circ}53'15''$ East a distance of 30.13 feet. Further, it is the intent of this description that the side lines of the aforesaid Easement #3 are to be prolonged or shortened to terminate on a line 40' Southerly of as measured at right angles to the that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR. Further, that the side lines of the aforesaid Easement #3 are to be prolonged or shortened to intersect the Northerly line of the aforesaid Doc #2 at the Terminus Point of said Easement #3.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones

Colorado Registered Professional

Land Surveyor #22098



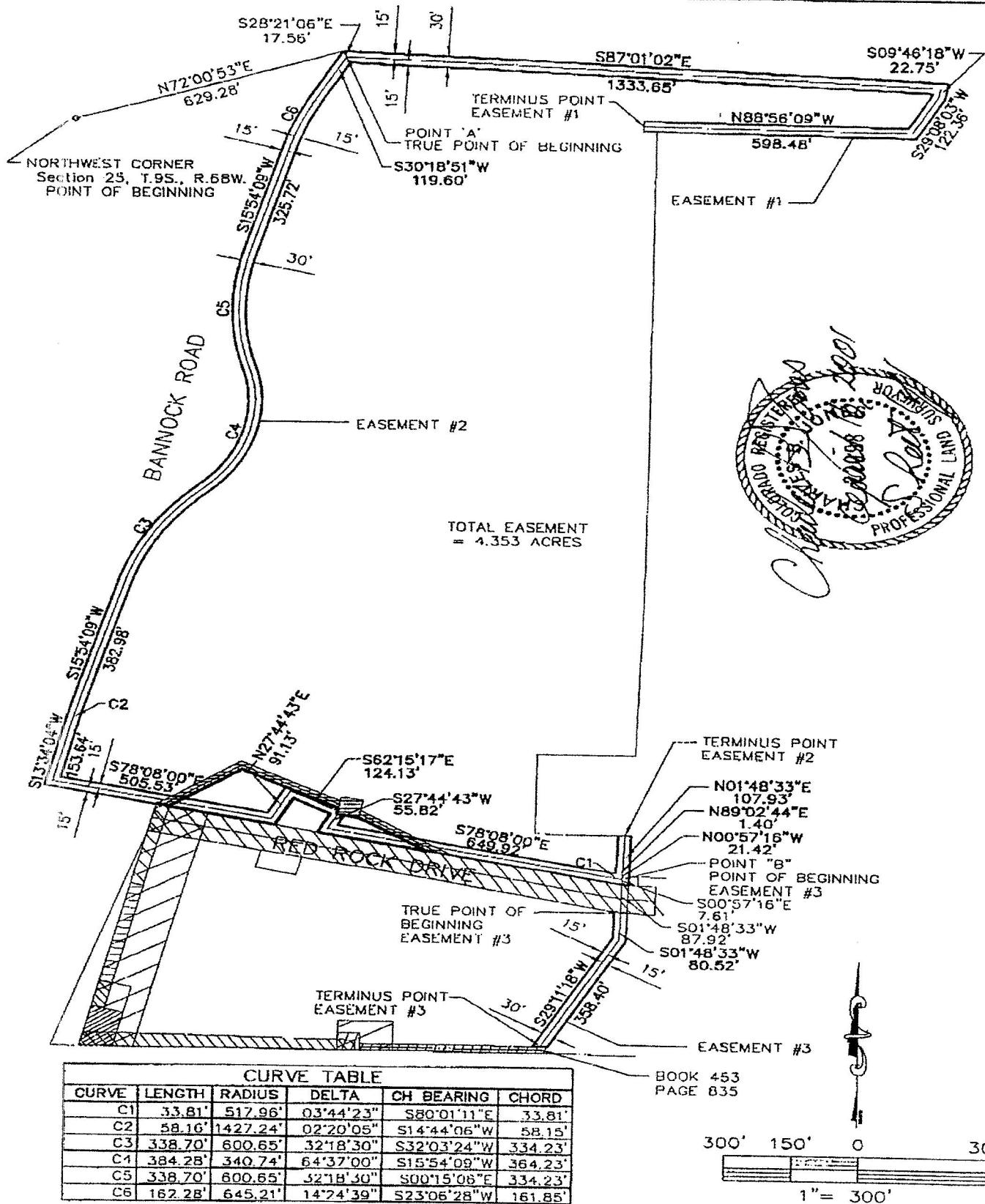
KING SURVEYORS, INC.
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: csmt-a.txt)

(November 21, 2000)
(Revised: April 3, 2001)
(Revised: April 16, 2001)

30' EASEMENT

EXHIBIT

PART OF SECTIONS 24 & 25
T.9S., R.68W.

KING SURVEYORS, INC.

9299 EASTMAN PARK DRIVE WINDSOR CO 80550
 PHONE: (970) 686-5011 FAX: (970) 686-5821
 WWW.KINGSURVEYORS.COM

PROJECT NO: 2000327
 DATE: 4/13/01
 CLIENT: T.E.C.
 DWG: 2000327ESMT

PARCEL H
PROPERTY DESCRIPTION
WP-1 Well Parcel

A parcel of land being part of the Southwest Quarter (SW1/4) of Section Twenty-four (24), Township Nine South (T.9S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Northwest Corner of Section 25:

THENCE North $72^{\circ}00'53''$ East a distance of 629.28 feet to the Northwest Corner of that parcel of land as described in that Warranty Deed as recorded January 25, 1979 in Book 352 on Page 613 of the records of the Douglas County Clerk and Recorder (DCCR);
THENCE South $87^{\circ}01'02''$ East along the Northerly line of the aforesaid parcel of land a distance of 441.394 feet to the **TRUE POINT OF BEGINNING**;

THENCE continuing South $87^{\circ}01'02''$ East along said Northerly line a distance of 357.21 feet to the beginning point of a curve. The aforesaid line being non-tangent to said curve;
THENCE along the Arc of a curve which is concave to the North a distance of 441.61 feet, whose Radius is 200.00 feet, whose Delta is $126^{\circ}30'45''$, and whose Long Chord bears North $87^{\circ}01'02''$ West a distance of 357.21 feet to the **TRUE POINT OF BEGINNING**.

Said described parcel of land contains 0.645 Acres, more or less (\pm) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones

Colorado Registered Professional

Land Surveyor #22098



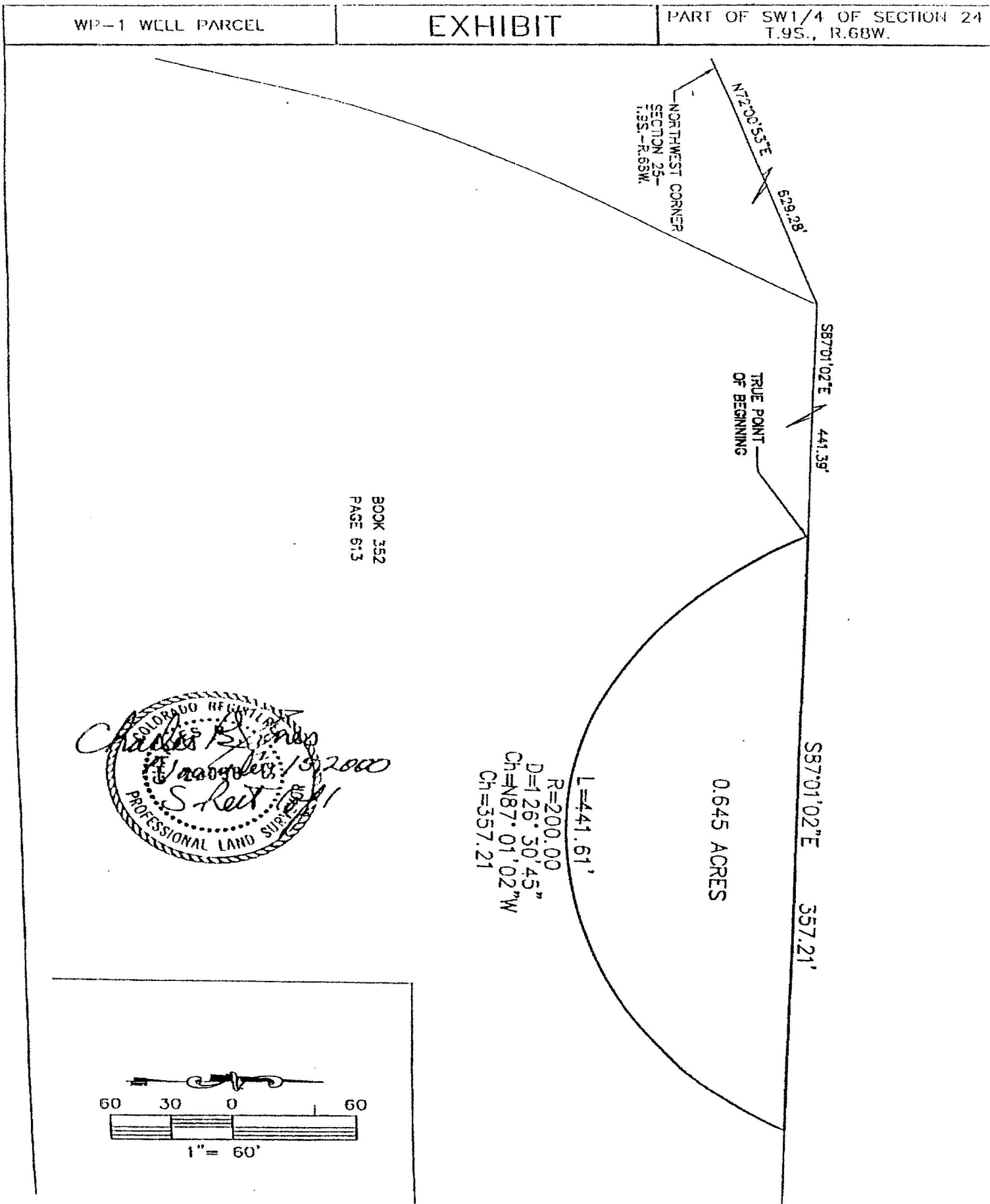
November 13, 2000

Rect 1 of 1

KING SURVEYORS, INC.
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: wp11-1a.txt)

(November 13, 2000)



PARCEL I
PROPERTY DESCRIPTION
Grant Ditch Well/Red Rock Drive Parcel

A parcel of land being part of the Northwest Quarter (NW1/4) of Section Twenty-five (25), Township Nine South (T.9S.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of that parcel of land as described within that document as recorded in Book 453 on Page 836 of the records of the Douglas County Clerk and Recorder (DCCR), hereinafter referred to as DOC #1, and assuming the South line of the aforesaid parcel of land as bearing South 78°08'00" East a distance of 50.00 feet, as recorded, with all other bearings contained herein relative thereto:

THENCE South 78°08'00" East along said South line a distance of 50.00 feet to the Southeast Corner of the aforesaid DOC #1;

THENCE South 58°40'01" East along the Southerly line of the Southerly line of Easement No. 2 as described within the aforesaid DOC #1 a distance of 183.04 feet to a point Forty feet (40') Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR;

THENCE North 78°08'00" West along a line 40' Northerly of as measured at right angles to the aforesaid center line a distance of 253.59 feet;

THENCE North 27°44'43" East a distance of 60.68 feet;

THENCE North 62°15'17" West a distance of 94.13 feet;

THENCE South 27°44'43" West a distance of 87.46 feet to a point 40' Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR;

THENCE North 78°08'00" West along a line 40' Northerly of as measured at right angles to the center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR a distance of 243.99 feet to the intersection with the Southerly line of Easement No. 1 as described within the aforesaid DOC #1;

Thence along the Southerly line of the aforesaid Easement No. 1 by the following Two (2) courses and distances:

THENCE North 56°44'30" East a distance of 196.69 feet;

THENCE South 63°30'00" East a distance of 241.88 feet to the Westerly line of that parcel of land as described within the aforesaid Doc #1;

THENCE South 11°52'00" West along said Westerly line a distance of 17.28 feet to the **POINT OF BEGINNING**.


Said described parcel of land contains 0.838 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones
Colorado Registered Professional
Land Surveyor #22098

Charles B. Jones
April 3, 2001
Reed 1/1



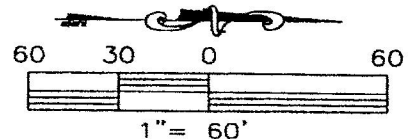
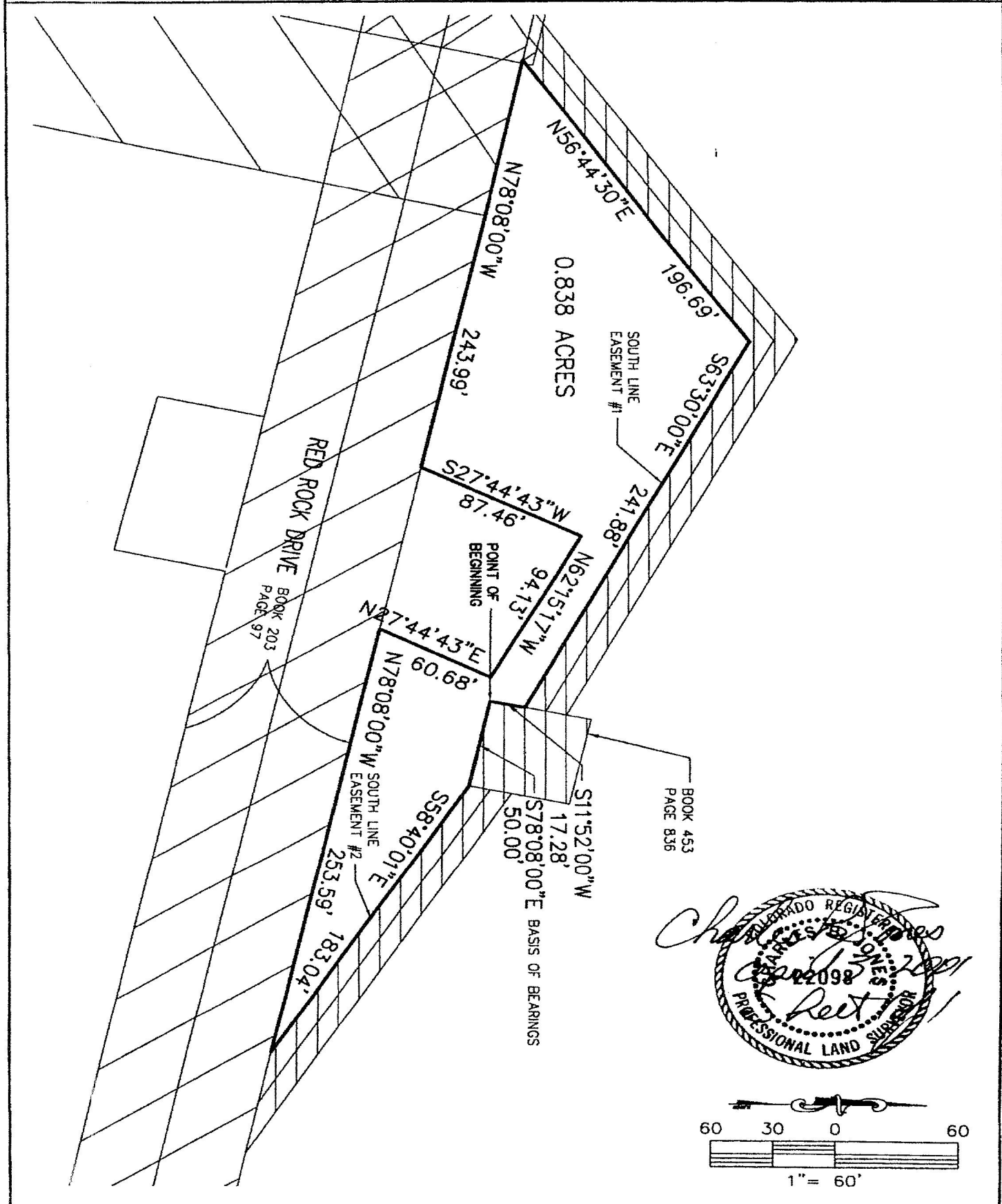
KING SURVEYORS, INC.
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: rrd-1a.txt)

(November 13, 2000)
(Revised: April 3, 2001)

GRANT DITCH WELL/RED ROCK
DRIVE PARCEL

EXHIBIT

PART OF NW1/4 OF SECTION 25
T.9S., R.68W.**KING SURVEYORS, INC.**

9299 EASTMAN PARK DRIVE WINDSOR CO 80550
 PHONE: (970) 686-5011 FAX: (970) 686-5821
 WWW.KINGSURVEYORS.COM

PROJECT NO: 2000327
 DATE: 4/3/01
 CLIENT: T.E.C.
 DWG: 2000327ESMT

PARCEL J

PROPERTY DESCRIPTION

Grant Ditch Well - Parcel (North)

A parcel of land being part of the Northwest Quarter (NW1/4) of Section Twenty-five (25), Township Nine South (T.9S.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of that parcel of land as described within that document as recorded in Book 453 on Page 836 of the records of the Douglas County Clerk and Recorder (DCCR) and assuming the South line of the aforesaid parcel of land as bearing South 78°08'00" East a distance of 50.00 feet, as recorded, with all other bearings contained herein relative thereto:

THENCE South 11°52'00" West along a line being the Southerly extension of the Westerly line of the aforesaid parcel of land a distance of 61.00 feet to a point Forty feet (40') Northerly of as measured at right angles to the center line as described within that document as recorded in Book 203 on Page 97, said parcel hereinafter referred to as Doc #1. Said point being the **TRUE POINT OF BEGINNING**:

THENCE North 78°08'00" West along a line 40' Northerly of as measured at right angles to center line as described within the aforesaid Doc#1 a distance of 30.97 feet;

THENCE North 27°44'43" East a distance of 60.68 feet;

THENCE North 62°15'17" West a distance of 94.13 feet;

THENCE South 27°44'43" West a distance of 87.46 feet to point Forty feet (40') Northerly of as measured at right angles to the center line as described within the aforesaid Doc#1;

THENCE North 78°08'00" West along a line 40' Northerly of as measured at right angles to center line as described within the aforesaid Doc#1 a distance of 26.72 feet to the beginning point of a curve. The aforesaid line being non-tangent to said curve;

THENCE along the Arc of a curve which is concave to the South a distance of 806.16 feet, whose Radius is 200.00 feet, whose Delta is 230°56'46", and whose Long Chord bears South 78°08'00" East a distance of 361.11 feet to a point 40' Northerly of as measured at right angles to center line as described within the aforesaid Doc#1;

THENCE North 78°08'00" West along a line non-tangent to the aforesaid curve and being a line 40' Northerly of as measured at right angles to center line as described within the aforesaid Doc#1 a distance of 205.56 feet to the **TRUE POINT OF BEGINNING**.

Said described parcel of land contains 2.047 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones

Colorado Registered Professional

Land Surveyor #22098



April 3, 2001
S. Reet 1/1

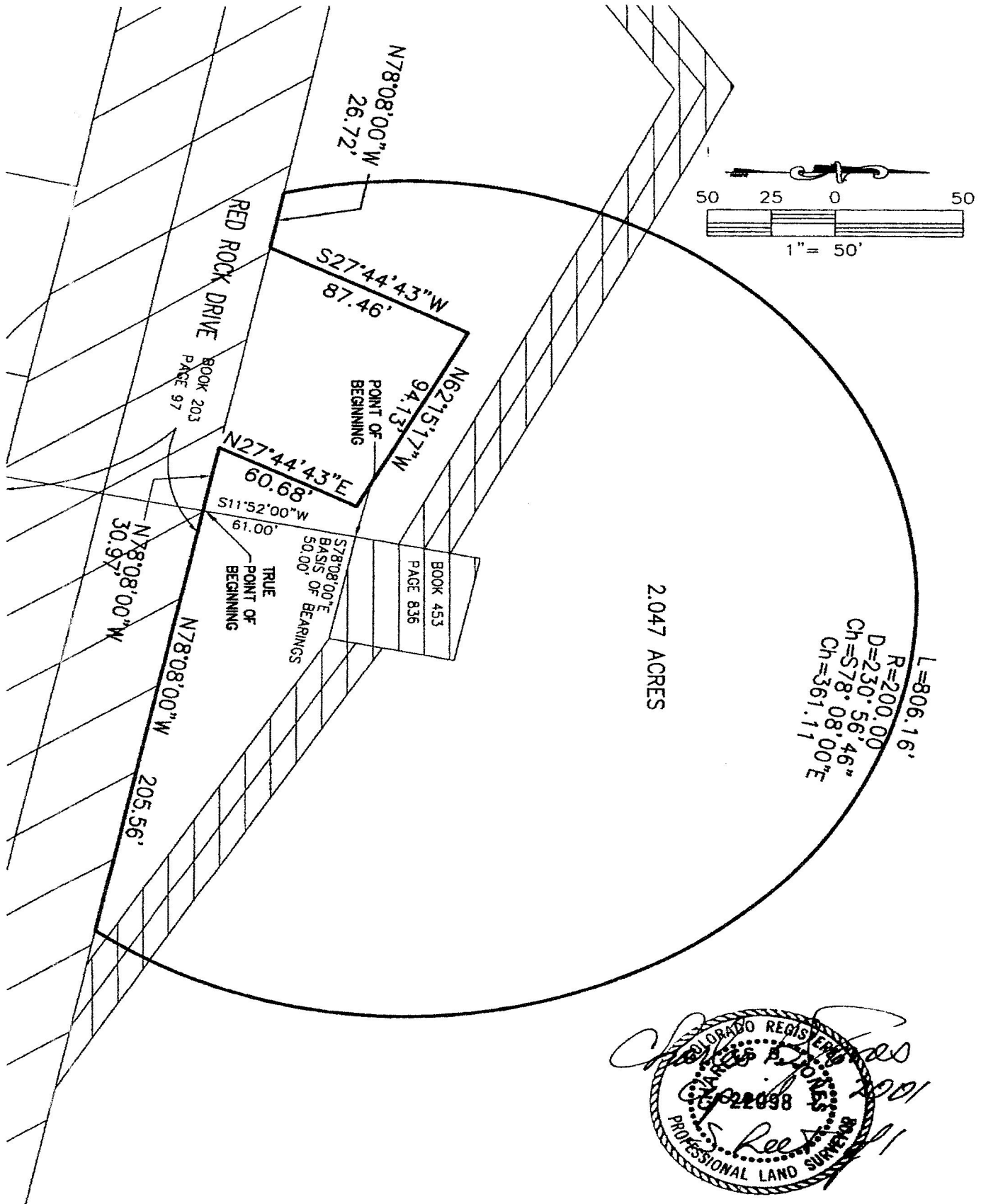
KING SURVEYORS, INC.
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: gdw-n1a.txt)

(November 10, 2000)
(Revised: April 3, 2001)

GRANT DITCH WELL-PARCEL
(NORTH)

EXHIBIT

PART OF NW1/4 OF SECTION 25
T.9S., R.68W.**KING SURVEYORS, INC.**

9299 EASTMAN PARK DRIVE WINDSOR CO 80550
 PHONE: (970) 686-5011 FAX: (970) 686-5821
 WWW.KINGSURVEYORS.COM

PROJECT NO: 2000327
 DATE: 4/3/01
 CLIENT: T.E.C.
 DWG: 2000327ESMT

PARCEL K
PROPERTY DESCRIPTION
 Glen Grove Well Parcel

A parcel of land being part of the Northwest Quarter (NW1/4) of Section Twenty-five (25), Township Nine South (T.9S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of that parcel of land as described within that document as recorded in Book 453 on Page 835 of the records of the Douglas County Clerk and Recorder (DCCR), and being a point on the South line of said NW1/4 from which point the West Quarter Corner of said Section 25 bears North 89°25'14" West a distance of 648.24 feet, with all other bearings contained herein relative thereto:

THENCE North 89°25'14" West along said South line a distance of 173.43 feet to the beginning point of a curve. The aforesaid line being non-tangent to said curve;

THENCE along the Arc of a curve which is concave to the South a distance of 678.45 feet, whose Radius is 200.00 feet, whose Delta is 194°21'41", and whose Long Chord bears South 89°25'14" East a distance of 396.86 feet to a point on the South line of said NW1/4;


THENCE North 89°25'14" West along said South line and being a line non-tangent to said curve a distance of 223.43 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 1.671 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

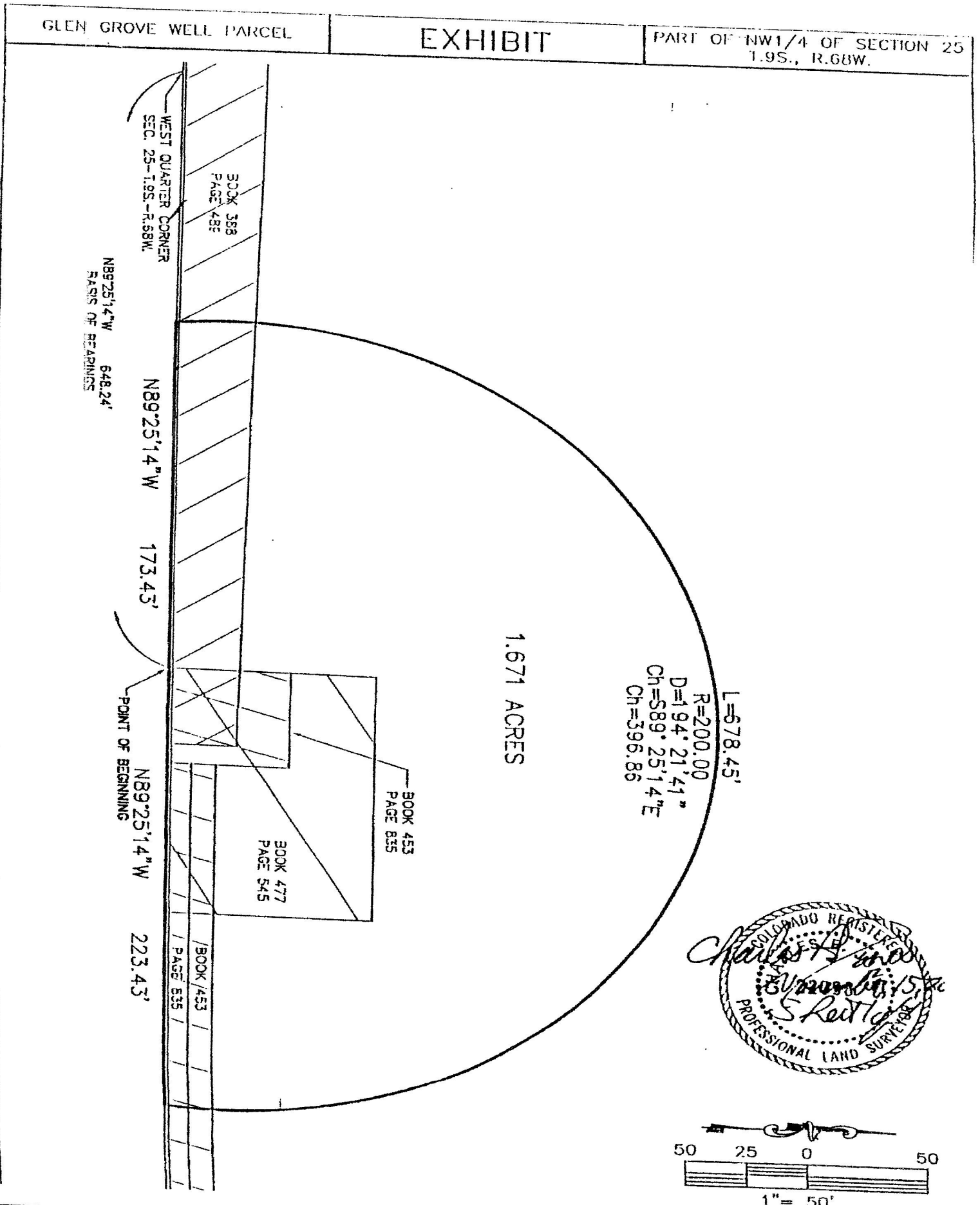
Charles B. Jones
 Colorado Registered Professional
 Land Surveyor #22098
 November 10, 2000
 5 Feet 1/4"



KING SURVEYORS, INC.
 9299 Eastman Park Drive
 Windsor, Colorado 80550
 (970) 686-5011

Project Number: 2000327
 (File: ggw-1a.txt)

(November 10, 2000)



Appendix B

Special Warranty Deed

*Recorded April 18, 2001, Douglas County, Colorado
Reception Number 01032990
Book 2014 Page 788*

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is granted this 6th day of April, 2001 by THE CONSERVATION FUND, a Maryland non-profit corporation, with offices at 1800 North Kent Street, Suite 1120, Arlington, Virginia 22209, Attention: General Counsel ("Grantor") for the consideration of Four Hundred Fifty Thousand and No/100s Dollars (\$450,000.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, who hereby sells and conveys to PERRY PARK METROPOLITAN DISTRICT, a quasi-municipal district, the address of which is c/o Keith Worley, 7377 Osage Road, Larkspur, CO 80118, ("Grantee"), and to its successors and assigns forever, the following described property (the "Property"),

Y
TD 1000

3
DF
45-

See Exhibit "A", attached hereto and incorporated by reference.

with all of its appurtenances, and warrants the title against all persons claiming under the Grantor, subject to taxes for the year 2001 and subsequent years, and to those matters of record.

IN WITNESS WHEREOF, this instrument is executed on the date written above.

THE CONSERVATION FUND,
a Maryland non-profit corporation

By: [Signature]

Date: 4/3/01

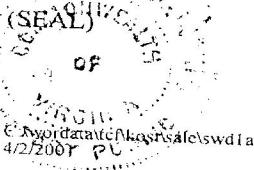
Title: SR VP

Commonwealth of Virginia)
COUNTY OF Arlington) ss.

The foregoing instrument was acknowledged before me this 3rd day of April, 2001, by Richard L. Feldman, as Senior Vice President of The Conservation Fund., a Maryland non-profit corporation.

WITNESS my hand and official seal.

My commission expires: 3/31/01



[Signature]
Notary Public Carolyn A. Niedzinski



CR423639

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY
(Page 1 of 2)

PARCEL A:

A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24 AND IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 25 AND CONSIDERING THE NORTH LINE OF SAID NORTHWEST 1/4 TO BEAR SOUTH 88 DEGREES 56 MINUTES 09 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 72 DEGREES 00 MINUTES 53 SECONDS EAST A DISTANCE OF 629.28 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87 DEGREES 01 MINUTES 02 SECONDS EAST A DISTANCE OF 1359.67 FEET;
THENCE SOUTH 09 DEGREES 46 MINUTES 18 SECONDS WEST 42.20 FEET;
THENCE SOUTH 29 DEGREES 08 MINUTES 03 SECONDS WEST A DISTANCE OF 133.92 FEET;
THENCE NORTH 88 DEGREES 56 MINUTES 09 SECONDS WEST A DISTANCE OF 577.36 FEET TO THE NORTHEAST CORNER NORTHWEST 1/4 NORTHWEST 1/4 OF SAID SECTION 25;
THENCE SOUTH 00 DEGREES 36 MINUTES 55 SECONDS WEST A DISTANCE OF 1252.59 FEET;
THENCE SOUTH 01 DEGREES 33 MINUTES 09 SECONDS WEST A DISTANCE OF 61.98 FEET;
THENCE SOUTH 89 DEGREES 24 MINUTES 26 SECONDS WEST A DISTANCE OF 1187.19 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BANNOCK ROAD TO A POINT ON A CURVE TO THE RIGHT;
SAID CURVE HAVING A CENTRAL ANGLE OF 32 DEGREES 18 MINUTES 30 SECONDS AND A RADIUS OF 615.65 FEET;
THENCE ALONG SAID CURVE 347.16 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE TO THE LEFT;
SAID CURVE HAVING A CENTRAL ANGLE OF 64 DEGREES 37 MINUTES 00 SECONDS AND A RADIUS OF 325.74 FEET;
THENCE ALONG SAID CURVE 367.36 FEET TO THE POINT OF COMPOUND CURVE TO THE RIGHT;
SAID CURVE HAVING A CENTRAL ANGLE OF 32 DEGREES 18 MINUTES 30 SECONDS AND A RADIUS OF 615.65 FEET;
THENCE ALONG SAID CURVE 347.16 FEET TO THE POINT OF TANGENT;
THENCE NORTH 15 DEGREES 54 MINUTES 09 SECONDS EAST A DISTANCE OF 325.72 FEET TO THE POINT ON A CURVE TO THE RIGHT;
SAID CURVE HAVING A CENTRAL ANGLE OF 14 DEGREES 24 MINUTES 39 SECONDS AND A RADIUS OF 660.21 FEET;
THENCE ALONG SAID CURVE 166.05 FEET;
THENCE NORTH 30 DEGREES 18 MINUTES 48 SECONDS EAST A DISTANCE OF 128.74 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 AND IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 9 SOUTH RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY
(Page 2 of 2)

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 25 AND
CONSIDERING THE NORTH LINE OF SAID NORTHWEST 1/4 TO BEAR NORTH 88 DEGREES 56
MINUTES 09 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE
THERETO;
THENCE SOUTH 04 DEGREES 25 MINUTES 19 SECONDS EAST A DISTANCE OF 1355.08 FEET TO
A POINT (POINT OF CURVE) ON THE EAST RIGHT OF WAY LINE OF BANNOCK ROAD AND TO
THE TRUE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 24 MINUTES 26 SECONDS EAST A DISTANCE OF 1187.19
FEET;
THENCE SOUTH 01 DEGREES 33 MINUTES 09 SECONDS WEST A DISTANCE OF 500.54
FEET;
THENCE NORTH 89 DEGREES 23 MINUTES 05 SECONDS WEST A DISTANCE OF 220.80;
THENCE SOUTH 00 DEGREES 36 MINUTES 55 SECONDS WEST A DISTANCE OF 230.00
FEET;
THENCE SOUTH 89 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 217.25 FEET;
SOUTH 01 DEGREES 48 MINUTES 33 SECONDS WEST A DISTANCE OF 309.41 FEET;
THENCE SOUTH 29 DEGREES 11 MINUTES 18 SECONDS WEST A DISTANCE OF 374.39
FEET;
THENCE NORTH 89 DEGREES 28 MINUTES 44 SECONDS WEST A DISTANCE OF 1050.65
FEET;
THENCE NORTH 13 DEGREES 34 MINUTES 04 SECONDS EAST A DISTANCE OF 722.57 FEET TO
THE NORTHERLY RIGHT OF WAY OF RED ROCK DRIVE;
THENCE ALONG SAID RIGHT OF WAY NORTH 78 DEGREES 08 MINUTES 00 SECONDS WEST A
DISTANCE OF 260.11 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BANNOCK
ROAD;
THENCE ALONG SAID RIGHT OF WAY NORTH 13 DEGREES 34 MINUTES 04 SECONDS EAST A
DISTANCE OF 169.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
SAID CURVE HAVING A CENTRAL ANGLE OF 02 DEGREES 20 MINUTES 05 SECONDS AND A
RADIUS OF 1442.24 FEET;
THENCE ALONG SAID CURVE 29.39 FEET TO THE POINT OF TANGENCY;
THENCE NORTH 15 DEGREES 54 MINUTES 09 SECONDS EAST A DISTANCE OF 382.98 FEET TO
THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PARCELS CONVEYED TO THE PERRY PARK WATER AND
SANITATION DISTRICT AS DESCRIBED IN BOOK 453 AT PAGE 831, BOOK 477 AT PAGE 544
OF THE DOUGLAS COUNTY RECORDS. AND EXCEPTING PARCEL CONVEYED IN BOOK 203 AT
PAGE 97

COUNTY OF DOUGLAS, STATE OF COLORADO

THESE PROPERTY DESCRIPTIONS WERE PREPARED UNDER THE DIRECT SUPERVISION OF DAVID
E. ARCHER & ASSOCIATES (P.L.S. 6835), 105 WILCOX STREET, CASTLE ROCK, CO. 80104

Appendix C

Special Warranty Deed

*Recorded April 18, 2001, Douglas County, Colorado
Reception Number 01032991
Book 2014 Page 791*

SPECIAL WARRANTY DEED

Douglas County, CO 01032991
\$ 0.00
B 2014 P 791 04/18/01 15:42
CAROLE R. MURRAY Clerk & Recorder

THIS DEED, made this 17th day of April, 2001, between Perry Park Metropolitan District, a quasi-municipal district, (hereinafter "Grantor"), and the Board of County Commissioners of the County of Douglas, State of Colorado (hereinafter "Grantee"),

WITNESSETH, That the Grantor, for an in consideration of the sum of Ten Dollars (\$10.00), the receipt and adequacy 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 the real property, together with improvements, if any, situate, lying and being in the County of Douglas, State of Colorado, described in Exhibit A, attached hereto and incorporated herein, also referred to as Red Rock Drive.

TOGETHER with all and singular the hereditaments and appurtenances thereto 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 and described with the appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it 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 claiming the whole or any part thereof, by, through or under the Grantor, subject to all exceptions, restrictions, easements and covenants of record.

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

Attest

Perry Park Metropolitan District,
a quasi-municipal district

By: [Signature]
Name: Keith A. Worley
Title: Secretary

By: [Signature]
Name: Daniel J. O'Meara
Title: President

STATE OF COLORADO)

COUNTY OF DOUGLAS)

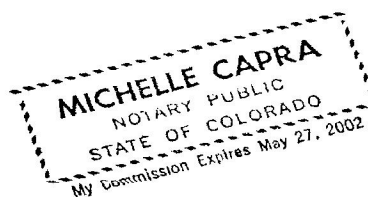
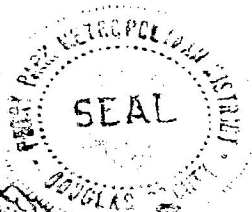
)ss.

The foregoing instrument was acknowledged before me this 17th day of April, 2001, by Daniel J. O'Meara as President of Perry Park Metropolitan District, a quasi-municipal district. and Keith A. Worley as Secretary of Perry Park Metropolitan District

Witness my hand and official seal

Notary Public

My commission expires: _____



1R 4231041

**LEGAL DESCRIPTION
RED ROCK DRIVE RIGHT-OF-WAY**

A PARCEL OF LAND FOR THE PERMANENT RIGHT-OF-WAY OF RED ROCK DRIVE, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25, WHENCE THE NORTHWEST CORNER OF SAID SECTION 25 BEARS NORTH 00°46'52" EAST, ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THIS LINE; THENCE NORTH 19°06'58" EAST 661.32 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ON THE EASTERLY LINE OF PERRY PARK FILING NO. 5, AS DESCRIBED IN BOOK 284, PAGE 555 IN THE OFFICE OF THE COUNTY CLERK AND RECORDER, DOUGLAS COUNTY, COLORADO;

THENCE ALONG SAID EASTERLY LINE NORTH 13°34'04" EAST 80.04 FEET;

THENCE LEAVING SAID EASTERLY LINE SOUTH 78°08'00" EAST 272.20 FEET;

THENCE NORTH 27°44'43" EAST 87.46 FEET;

THENCE SOUTH 62°15'17" EAST 94.13 FEET;

THENCE SOUTH 27°44'43" WEST 60.68 FEET;

THENCE SOUTH 78°08'00" EAST 669.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 532.96 FEET;

THENCE SOUTHEASTERLY 52.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°37'33";

THENCE NON-TANGENT TO SAID CURVE NORTH 00°57'17" WEST 23.72 FEET;

THENCE NORTH 89°02'43" EAST 21.50 FEET;

THENCE SOUTH 00°57'17" EAST 25.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 532.96 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 03°55'00" EAST;

THENCE EASTERLY 24.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°40'28";

THENCE TANGENT TO SAID CURVE SOUTH 88°45'28" EAST 14.43 FEET;

THENCE SOUTH 01°14'32" WEST 80.00 FEET;

THENCE NORTH 88°45'28" WEST 14.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 612.96 FEET;

THENCE WESTERLY AND NORTHWESTERLY 113.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°37'28";

THENCE TANGENT TO SAID CURVE NORTH 78°08'00" WEST 687.94 FEET;

THENCE SOUTH 13°18'44" WEST 55.37 FEET;

**LEGAL DESCRIPTION
RED ROCK DRIVE RIGHT-OF-WAY**

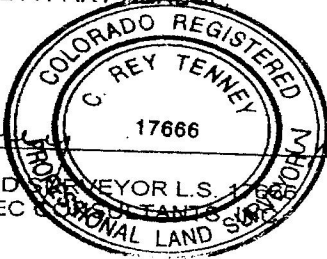
THENCE NORTH 76°41'16" WEST 92.99 FEET;

THENCE NORTH 13°18'44" EAST 53.02 FEET;

THENCE NORTH 78°08'00" WEST 261.26 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.422 ACRES (105,484 SQ.FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.


C. Rey Tenney 3/21/01
C. REY TENNEY
COLORADO REGISTERED LAND SURVEYOR L.S. 17666
FOR AND ON BEHALF OF AZTEC NATIONAL LAND SURVEY
DATE

SECTION CORNER
WEST 1/4 SEC 25
T9S, R68W, 6th P.M.

P.O.C.

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED
SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED
LEGAL DESCRIPTION.

NORTHWEST QUARTER
SECTION 25 T9S, R68W

N00°46'52"E
(BASIS OF BEARINGS)

SECTION CORNER
SEC 25
T9S, R68W, 6th P.M.

NORTHWEST QUARTER
SECTION 25 T9S, R68W

N13°34'04"E
80.04'

S78°08'00"E
272.20'

N27°44'43"E
87.46'

S62°15'17"E
94.13'

S78°08'00"E
60.68'

S78°08'00"E
60.68'

S78°08'00"E
60.68'

S78°08'00"E
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S78°08'00"E
60.68'

S78°08'00"E
60.68'

S78°08'00"E
60.68'

T.P.O.B.

N78°08'00"W
261.26'

N13°18'44"E
53.02'

N76°41'16"W
92.99'

N78°08'00"W
687.94'

N00°57'17"W
23.72'

N89°02'43"E
21.50'

S00°37'17"E
23.99'

S01°14'32"W
80.00'

N88°45'28"W
14.43'

S01°14'32"W
80.00'

N88°45'28"W
14.43'

S01°14'32"W
80.00'

S01°14'32"W
80.00'

105,484 SQ FT
2.422 ACRES

1 inch = 200 ft.



PATH: P:\LD\13401-01\dwg
DWG NAME: RRdr_Exht.dwg
DWG: lek CHK: jwd
DATE: 3-21-2001
SCALE: 1" = 200'



Aztec CONSULTANTS, inc.

8000 South Lincoln Street, Unit 5
Littleton, Colorado 80122
Phone: (303)713-1898 Fax: (303)713-1897

LEGAL EXHIBIT
Right-of-Way
Red Rock Drive

JOB NUMBER 13401-01

2 OF 2 SHEETS

Appendix D

Non-Exclusive Water Well Easement Deed

*Recorded April 18, 2001, Douglas County, Colorado
Reception Number 01032992
Book 2014 Page 793*

NON-EXCLUSIVE WATER WELL EASEMENT DEED

This Non-Exclusive Water Well Easement Deed ("Easement Deed") is made and entered into this 17th day of April, 2001, by and between Perry Park Metropolitan District, a quasi-municipal corporation and subdivision of the State of Colorado, whose address is c/o Collins, Cockrel & Cole, P.C., Attn: Jim Collins, 390 Union Blvd., Suite 400, Denver, Colorado 80228-1556 ("Grantor"), and Perry Park Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 5676 Red Rock Drive, Larkspur, Colorado 80118 ("Grantee").

All uses of the Easement by Grantee authorized hereunder shall be in compliance with the recommendations and mitigation measures identified in that certain letter to Brooke Fox from Steve Dougherty of ERO Resources Corp., dated December 15, 2000, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Grantee shall give prior notice to Grantor of its intent to construct or reconstruct any Improvements as defined below.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its successors, and assigns, subject to the terms and conditions provided herein, perpetual non-exclusive easements in gross ("Easements") in, over, under, and through the parcels of real property located within Douglas County, Colorado, and more particularly described on Exhibits B, C, D, and E, attached hereto and incorporated herein by reference (the real property described within the aforementioned exhibits shall hereinafter be referred to as the "Easement Premises").

Grantor will warrant and defend the title to Grantee, its successors, and assigns against all persons claiming to hold title to the Easements by, through, or under Grantor.

As further consideration, the Easements are granted by Grantor, and are accepted by Grantee, pursuant to the following terms and conditions:

1. The Easements shall be for the non-exclusive use and benefit of Grantee, its successors, and assigns. Grantor, or any person or entity acting through or with the authorization or permission of Grantor, shall give not less than five (5) business days notice to Grantee, prior to any construction or land disturbance within the Easement Premises, to minimize the possibility of any damage to or destruction of the Improvements. Grantee agrees to undertake all activities authorized by this Easement Deed in a manner that will not unreasonably interfere with the use of adjacent property owned by Grantor.

2. The Easements are granted for the purpose of permitting Grantee to survey, construct, reconstruct, use, operate, maintain, repair, replace, and/or remove ("Maintain") certain water wells and water pipelines, and related facilities and appurtenances thereto, an access road, and underground utilities to serve same (the "Improvements").



CR 423805

3. Grantee is hereby granted the right of subjacent and lateral support for the Improvements. It is specifically agreed between the parties that, except as provided in this Easement Deed, Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

4. Each and every one of the benefits and burdens of this Easement Deed shall inure to and be binding upon the respective successors and assigns of Grantor and Grantee.

5. The rights and responsibilities set forth in this Easement Deed are intended to be real covenants on the Easement Premises, and are to run with the land until these Easements are extinguished pursuant to the terms set forth herein.

6. In the event that legal action is instituted to enforce any of the provisions of this Easement Deed, the prevailing party shall recover from the non-prevailing party its reasonable attorney fees and court costs, as determined by the court.

7. Any notice or other communication given by either party hereto to the other relating to this contract shall be hand delivered or sent by registered or certified mail, return receipt requested, addressed to such other party at their respective address as set forth below; and such notice or other communication shall be deemed given when so hand delivered or on the third business day after when so mailed;

IF TO OWNER:

Perry Park Metropolitan District
7377 Osage Road
Larkspur, Colorado 80118

WITH A COPY TO:

Jim Collins
Collins, Cockrel & Cole, P.C.
390 Union Blvd, Suite 400
Denver, Colorado 80228-1556

IF TO DISTRICT:

Scott Monroe, General Manager
Perry Park Water and Sanitation District
5676 Red Rock Drive
Larkspur, Colorado 80118

WITH A COPY TO:

Ernie Fazekas
Folkestad & Fazekas, P.C.
316 Wilcox Street
Castle Rock, Colorado 80104

8. Grantee shall exercise the rights granted hereunder in a safe, quiet, and orderly manner in compliance with all applicable laws, ordinances, governmental regulations, covenants, conditions and restrictions.

9. If any clause, provision, subparagraph, or paragraph set forth in this Easement Deed is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Grantor and Grantee hereto that the remainder of this Easement Deed shall not be affected thereby.

10. The terms and provisions contained in this Easement Deed shall be governed and construed in accordance with the laws of the State of Colorado.

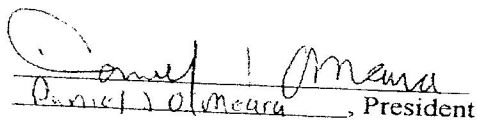
11. In addition to other rights and remedies afforded the parties herein, violation or breach of any covenant or agreement herein contained, or of the terms of any easement herein granted, by either party shall give to the other party the right to seek injunctive relief from any court of competent jurisdiction to enjoin or compel the cessation of such violation or breach, and to seek damages therefor. All remedies provided herein at law and in equity shall be cumulative and non-exclusive.

12. Except as otherwise provided herein, this Easement Deed may be modified, altered, amended, or terminated only by written agreement of Grantor and Grantee, or their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Deed the day and year first appearing herein.

GRANTOR: PERRY PARK METROPOLITAN
DISTRICT

By:


Daniel J. O'Meara, President

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 17th day of April, 2001, by Daniel J. O'Meara President of Perry Park Metropolitan District, as Grantor.

Witness my hand and official seal.

My commission expires: 5/17/02



Michelle Capra
Notary Public

GRANTEE: PERRY PARK WATER AND
SANITATION DISTRICT

By: Thomas J. Marcum, President

STATE OF COLORADO)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 2001, by THOMAS J. MARCUM, President of Perry Park Water and Sanitation District, as Grantee.

Witness my hand and official seal.

My commission expires: Nov 1, 2004

Catharina R. Kunder
Notary Public 6135 So. Pike Dr.
Lakewood, CO 80188

List of Exhibits:

Exhibit A, Easement Use Restrictions
Exhibit B, Legal Description of Easement
Exhibit C, Legal Description of Easement
Exhibit D, Legal Description of Easement
Exhibit E, Legal Description of Easement

December 15, 2000

To: Brooke Fox
From: Steve Dougherty
Re: Perry Park Open Space Parcel

On November 20, 2000, I met with Scott Monroe (Perry Park Water and Sanitation District), Dave Hamling (Perry Park Metropolitan District), and Keith Worley (Perry Park Metropolitan District) to review the Perry Park Open Space parcel relative to future activities and needed easements for the Water and Sanitation District. The location of each of the proposed future activities and new easements was reviewed in the field to determine if they are consistent with management of the property as open space, wildlife habitat and, in particular, habitat for the federally threatened Preble's meadow jumping mouse, which is known to occur onsite. The following proposed future activities were reviewed; numbers correspond to circled numbers on the attached survey exhibit of the property.

1. The Perry Park Water and Sanitation District (District) currently owns and operates an alluvial well north of Red Rock Drive. The District will need to move the well within a 200-foot radius of its current location north of Red Rock Drive to maintain the yield of water currently derived from that location. Associated with the well is an existing pipeline and vehicle access for maintenance of the well (shown on attached survey). This area has been disturbed by construction of the well, utility line, and access road. The relocation of the well should result in minimal temporary disturbance of habitat within the 200-foot radius of the existing well, and should not cause major adverse impacts to habitat provided by the open space parcel. In your agreement with the District, I recommend inclusions of the following conditions:
 - Limit temporary construction disturbance for relocation of the well to no more than 200 feet x 75 feet within a 200-foot radius of the existing well.
 - All temporary disturbance should be revegetated following County guidelines and recommendations.
 - Any areas of disturbance associated with closure of the old well also should be revegetated following County guidelines and recommendations.
 - When relocating the well, the District will make every attempt to avoid and minimize impacts to woody vegetation. The District will first attempt to relocate the well and associated construction disturbance to areas of no or little woody vegetation cover. Unavoidable impacts to

Exhibit A to Non-Exclusive Water Well Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

- woody vegetation will be minimized by cutting woody vegetation to ground level in areas of temporary disturbance, which will promote resprouting of shrubs following temporary disturbance. Grubbing and blading of areas that will be temporarily disturbed ~~will~~ ^{shall} not occur.
- Any unavoidable loss of woody vegetation will be mitigated by planting replacement trees or shrubs per County guidelines and recommendations.

2. The District owns and operates an existing alluvial well at the north end of open space property. Similar to that described for No. 2 above, the District will eventually need to relocate the well within a 200-foot radius of the existing well. All the recommendations stated in No. 1 above apply to the well at location No. 2.
3. The District owns and operates an existing alluvial well at south end of the open space property. The District needs to relocate the well within a 200-foot radius of the existing well as previously described for Nos. 1 and 2 above. At this site, relocation of the well likely will be to the north and east of the existing well due to constraints imposed by proximity to the pond. At this site, it is unlikely the District will be able to avoid disturbances to woody vegetation; however, the District should make every attempt to minimize impacts to woody vegetation as described in recommendations for the well in No. 1 above and mitigate any unavoidable loss of woody vegetation.
4. At some point in the future, the District will need to expand it's existing water treatment facility to the north. This expansion should not adversely impact wildlife habitat of the open space property provided the expansion is confined to the elevated portions of the property as shown on the attached survey.

A series of proposed easements encompassing the periphery of the property also were reviewed. These easements could be used by the District in the future for installation and maintenance of utility lines and construction and maintenance of roads associated with access to facilities. As shown on the attached survey, each easement would be 30 feet wide. For the purposes of this review, easement segments were numbered as follows on the attached survey exhibit. The following are my comments on each easement segment—

- E-1: This easement occurs 30 feet inside (east) of the property boundary along Bannock Road. An existing pipeline occurs within this easement. The maintenance of existing utilities within the easement and/or placement and maintenance of additional facilities within the easement would have temporary effects to upland habitat at the western margin of the open space property. These activities are not a concern to the overall integrity and management of the open space property. I recommend that all disturbances within this easement and the following easement segments be revegetated following County guidelines and recommendations.

Exhibit A to Non-Exclusive Water Well Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

- E-2: This proposed easement segment occurs 30 feet inside (south) of the northern open space property boundary. The approximate western half of the proposed easement currently includes an existing pipeline from the existing well to the pipeline contained within the easement for Segment E-1. This easement would be used for utilities and utilities maintenance and, therefore, all impacts should be temporary. This easement does cross West Plum Creek; however, as with the rest of the easements, impacts from utility installation and maintenance should be temporary. Construction and maintenance activities within this easement segment have the potential to adversely affect woody riparian vegetation. As previously described for well relocation, the District should make every attempt to avoid and minimize impacts to woody riparian vegetation. Unavoidable losses of woody riparian vegetation should be offset by planting woody riparian vegetation within the easement per County revegetation guidelines and recommendations.
- E-3: This easement reach occurs within the northeast corner of the open space property and is similar in character to reach E-2 except it does not cross West Plum Creek. The same avoidance, minimization, and revegetation recommendations discussed for Segment E-2 should apply to Segment E-3.
- E-4: This easement occurs along the eastern boundary of the open space property. Substantial portions of the proposed easement occur near West Plum Creek and its associated woody riparian vegetation. Due to the potential impacts to woody riparian vegetation associated with the use of this proposed easement, and difficulty with accessing the easement, the District has chosen to forego the establishment of the Segment E-4 easement shown on the attached survey.
- E-5: This easement reach is 30 feet north of and adjacent to Red Rock Drive and also includes an approximate 150-foot reach perpendicular and north of Red Rock Drive. This easement parallels and is adjacent to Red Rock Drive and should not adversely affect the open space property.
- E-6: This easement reach occurs 30 feet within the eastern property boundary south of Red Rock Drive. This easement occurs at the periphery of the property and the installation and maintenance of utilities will not adversely affect the open space property.

The other easements noted on the attached survey exhibit are existing and were not reviewed as part of this evaluation.

I have recommended to the District that these proposed activities be included in the County HCP.

Exhibit A to Non-Exclusive Water Well Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

PROPERTY DESCRIPTION

WP-1 Well Parcel

A parcel of land being part of the Southwest Quarter (SW1/4) of Section Twenty-four (24), Township Nine South (T.9S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Northwest Corner of Section 25;

THENCE North 72°00'53" East a distance of 629.28 feet to the Northwest Corner of that parcel of land as described in that Warranty Deed as recorded January 25, 1979 in Book 352 on Page 613 of the records of the Douglas County Clerk and Recorder (DCCR);

THENCE South 87°01'02" East along the Northerly line of the aforesaid parcel of land a distance of 441.394 feet to the **TRUE POINT OF BEGINNING**;

THENCE continuing South 87°01'02" East along said Northerly line a distance of 357.21 feet to the beginning point of a curve. The aforesaid line being non-tangent to said curve; THENCE along the Arc of a curve which is concave to the North a distance of 441.61 feet, whose Radius is 200.00 feet, whose Delta is 126°30'45", and whose Long Chord bears North 87°01'02" West a distance of 357.21 feet to the **TRUE POINT OF BEGINNING**.

Said described parcel of land contains 0.645 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

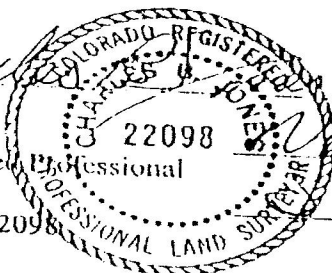
SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones

Colorado Registered Professional

Land Surveyor #22098



November 13, 2000

Rest 1 of 1

KING SURVEYORS, INC.

9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: wp11-1a.txt)

(November 13, 2000)

Exhibit B to Non-Exclusive Water Well Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

BOOK 352
PAGE 613

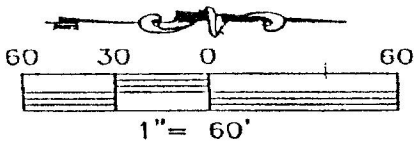


$L=441.61'$
 $R=200.00$
 $D=126^{\circ}30'45''$
 $Ch=N87^{\circ}01'02''W$
 $Ch=357.21$

0.645 ACRES

N172°00'55"E 629.28'
TRUE POINT
OF BEGINNING
S87°01'02"E 441.39'

S87°01'02"E 357.21'



PROPERTY DESCRIPTION
Grant Ditch Well/Red Rock Drive Parcel

A parcel of land being part of the Northwest Quarter (NW1/4) of Section Twenty-five (25), Township Nine South (T.9S.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of that parcel of land as described within that document as recorded in Book 453 on Page 836 of the records of the Douglas County Clerk and Recorder (DCCR), hereinafter referred to as DOC #1, and assuming the South line of the aforesaid parcel of land as bearing South 78°08'00" East a distance of 50.00 feet, as recorded, with all other bearings contained herein relative thereto:

THENCE South 78°08'00" East along said South line a distance of 50.00 feet to the Southeast Corner of the aforesaid DOC #1;
THENCE South 58°40'01" East along the Southerly line of the Southerly line of Easement No. 2 as described within the aforesaid DOC #1 a distance of 183.04 feet to a point Forty feet (40') Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR;
THENCE North 78°08'00" West along a line 40' Northerly of as measured at right angles to the aforesaid center line a distance of 253.59 feet;
THENCE North 27°44'43" East a distance of 60.68 feet;
THENCE North 62°15'17" West a distance of 94.13 feet;
THENCE South 27°44'43" West a distance of 87.46 feet to a point 40' Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR;
THENCE North 78°08'00" West along a line 40' Northerly of as measured at right angles to the center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR a distance of 243.99 feet to the intersection with the Southerly line of Easement No. 1 as described within the aforesaid DOC #1;
Thence along the Southerly line of the aforesaid Easement No. 1 by the following Two (2) courses and distances:
THENCE North 56°44'30" East a distance of 196.69 feet;
THENCE South 63°30'00" East a distance of 241.88 feet to the Westerly line of that parcel of land as described within the aforesaid Doc #1;
THENCE South 11°52'00" West along said Westerly line a distance of 17.28 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 0.838 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones
Colorado Registered Professional
Land Surveyor #22098

Charles B. Jones
April 3, 2001
Reed 1/1



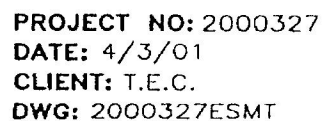
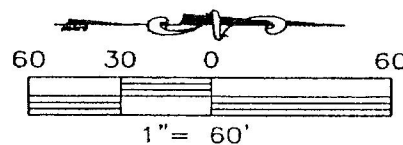
KING SURVEYORS, INC.
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: rrd-1a.txt)

(November 13, 2000)
(Revised: April 3, 2001)

Exhibit C to Non-Exclusive Water Well Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

PART OF NW1/4 OF SECTION 25
T.9S., R.68W.



PROPERTY DESCRIPTION
Grant Ditch Well - Parcel (North)

A parcel of land being part of the Northwest Quarter (NW1/4) of Section Twenty-five (25), Township Nine South (T.9S.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of that parcel of land as described within that document as recorded in Book 453 on Page 836 of the records of the Douglas County Clerk and Recorder (DCCR) and assuming the South line of the aforesaid parcel of land as bearing South 78°08'00" East a distance of 50.00 feet, as recorded, with all other bearings contained herein relative thereto:

THENCE South 11°52'00" West along a line being the Southerly extension of the Westerly line of the aforesaid parcel of land a distance of 61.00 feet to a point Forty feet (40') Northerly of as measured at right angles to the center line as described within that document as recorded in Book 203 on Page 97, said parcel hereinafter referred to as Doc #1. Said point being the **TRUE POINT OF BEGINNING**:

THENCE North 78°08'00" West along a line 40' Northerly of as measured at right angles to center line as described within the aforesaid Doc#1 a distance of 30.97 feet;

THENCE North 27°44'43" East a distance of 60.68 feet;

THENCE North 62°15'17" West a distance of 94.13 feet;

THENCE South 27°44'43" West a distance of 87.46 feet to point Forty feet (40') Northerly of as measured at right angles to the center line as described within the aforesaid Doc#1;

THENCE North 78°08'00" West along a line 40' Northerly of as measured at right angles to center line as described within the aforesaid Doc#1 a distance of 26.72 feet to the beginning point of a curve. The aforesaid line being non-tangent to said curve;

THENCE along the Arc of a curve which is concave to the South a distance of 806.16 feet, whose Radius is 200.00 feet, whose Delta is 230°56'46", and whose Long Chord bears South 78°08'00" East a distance of 361.11 feet to a point 40' Northerly of as measured at right angles to center line as described within the aforesaid Doc#1;

THENCE North 78°08'00" West along a line non-tangent to the aforesaid curve and being a line 40' Northerly of as measured at right angles to center line as described within the aforesaid Doc#1 a distance of 205.56 feet to the **TRUE POINT OF BEGINNING**.

Said described parcel of land contains 2.047 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

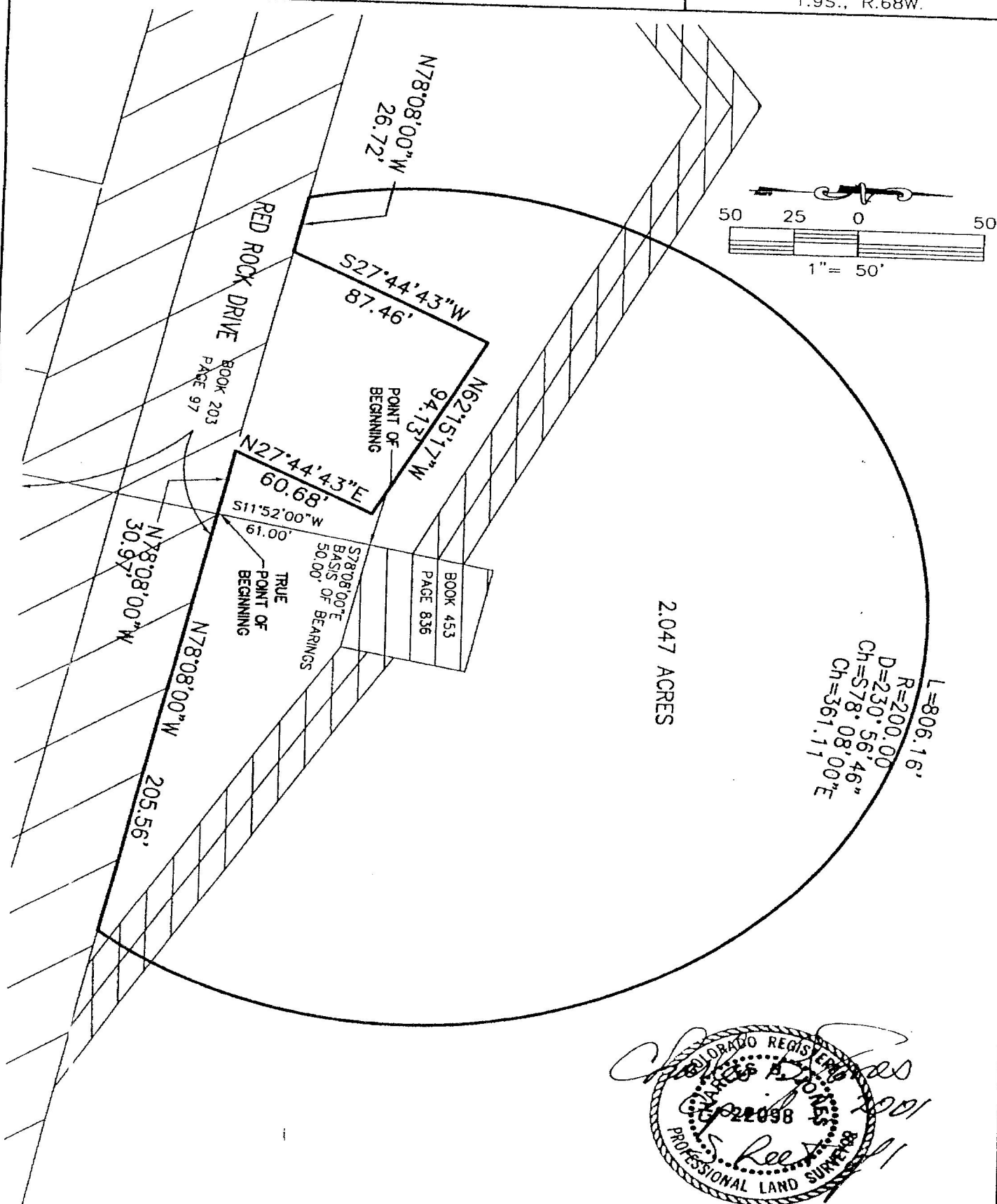
Charles B. Jones
Colorado Registered Professional Land Surveyor #22098
Charles B. Jones
April 3, 2001
5 Feet 1/4"

KING SURVEYORS, INC.
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: gdw-n1a.txt)

(November 10, 2000)
(Revised: April 3, 2001)

Exhibit D to Non-Exclusive Water Well Easement Deed dated *April 17, 2001* by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee



KING SURVEYORS, INC.

9299 EASTMAN PARK DRIVE WINDSOR CO 80550
PHONE: (970) 686-5011 FAX: (970) 686-5821
WWW.KINGSURVEYORS.COM

PROJECT NO: 2000327
DATE: 4/3/01
CLIENT: T.E.C.
DWG: 2000327ESMT

PROPERTY DESCRIPTION

Glen Grove Well Parcel

A parcel of land being part of the Northwest Quarter (NW1/4) of Section Twenty-five (25), Township Nine South (T.9S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of that parcel of land as described within that document as recorded in Book 453 on Page 835 of the records of the Douglas County Clerk and Recorder (DCCR), and being a point on the South line of said NW1/4 from which point the West Quarter Corner of said Section 25 bears North 89°25'14" West a distance of 648.24 feet, with all other bearings contained herein relative thereto;


THENCE North 89°25'14" West along said South line a distance of 173.43 feet to the beginning point of a curve. The aforesaid line being non-tangent to said curve;
THENCE along the Arc of a curve which is concave to the South a distance of 678.45 feet, whose Radius is 200.00 feet, whose Delta is 194°21'41", and whose Long Chord bears South 89°25'14" East a distance of 396.86 feet to a point on the South line of said NW1/4;
THENCE North 89°25'14" West along said South line and being a line non-tangent to said curve a distance of 223.43 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 1.671 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones
Colorado Registered Professional Land Surveyor #22098
November 10, 2000
J. R. R. 1/4/1



KING SURVEYORS, INC.
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: ggw-1a.txt)

(November 10, 2000)

Exhibit E to Non-Exclusive Water Well Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

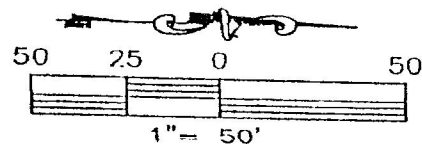
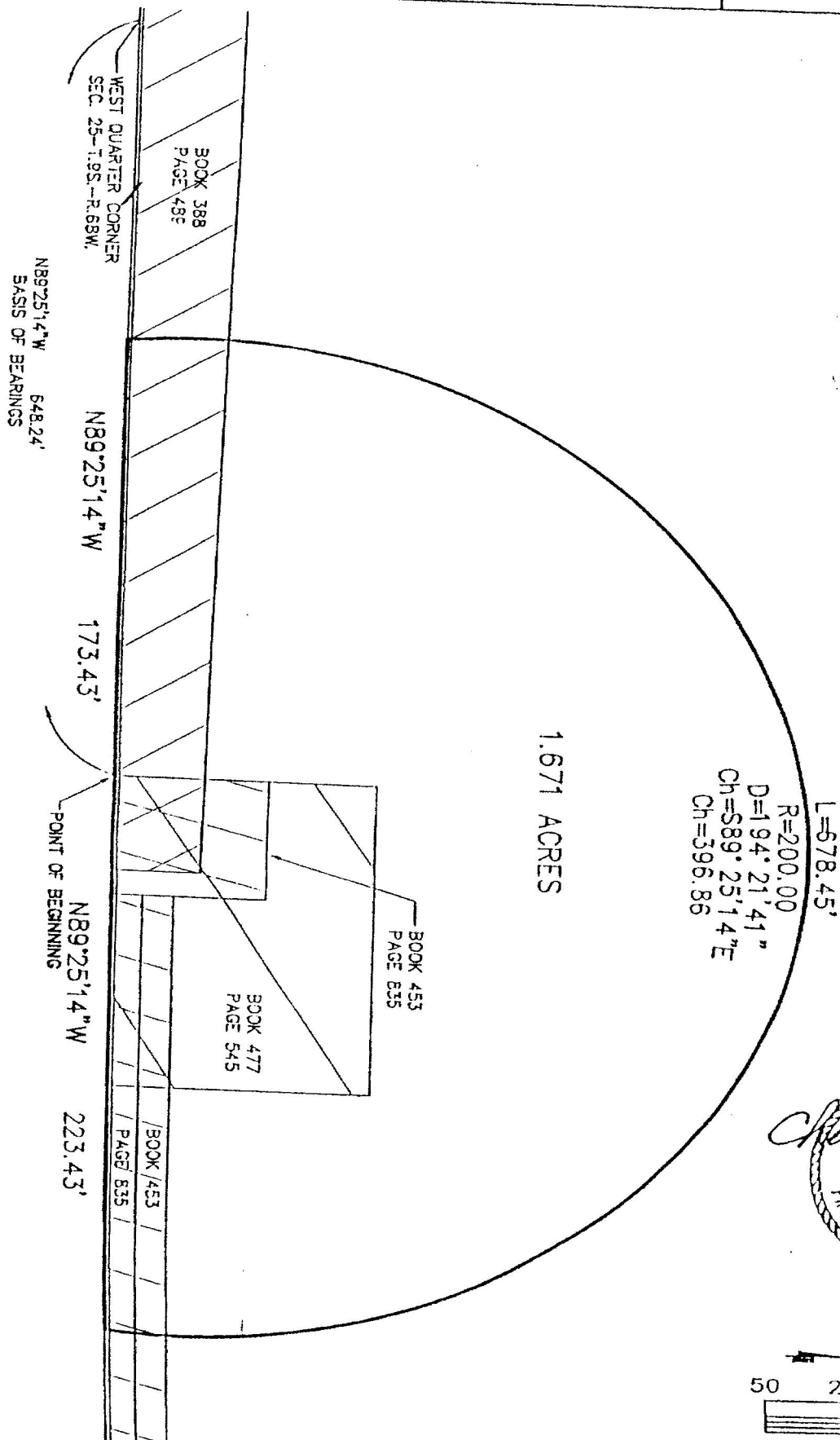


Exhibit E to Non-Exclusive Water Well Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

Appendix E

Exclusive Water Treatment Plant Easement Deed

*Recorded April 18, 2001, Douglas County, Colorado
Reception Number 01032993
Book 2014 Page 809*

4
EXCLUSIVE WATER TREATMENT PLANT EASEMENT DEED

This Exclusive Water Treatment Plant Easement Deed ("Easement Deed") is made and entered into this 17th day of April, 2001, by and between Perry Park Metropolitan District, a quasi-municipal corporation and subdivision of the State of Colorado, whose address is c/o Collins, Cockrel & Cole, P.C., Attn: Jim Collins, 390 Union Blvd, Suite 400, Denver, Colorado 80228-1556 ("Grantor"), and Perry Park Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 5676 Red Rock Drive, Larkspur, Colorado 80118 ("Grantee"). 10

All uses of the Easement by Grantee authorized hereunder shall be in compliance with the recommendations and mitigation measures identified in that certain letter to Brooke Fox from Steve Dougherty of ERO Resources Corp., dated December 15, 2000, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Grantee shall give prior notice to Grantor of its intent to construct or reconstruct any Improvements as defined below.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its successors, and assigns, subject to the terms and conditions provided herein, a perpetual exclusive easement in gross ("Easement") in, over, under, and through the real property located within Douglas County, Colorado, and more particularly described on Exhibit B, attached hereto and incorporated herein by reference (the real property described in Exhibit B shall hereinafter be referred to as the "Easement Premises").

Grantor will warrant and defend the title to Grantee, its successors, and assigns against all persons claiming to hold title to the Easement by, through, or under Grantor.

As further consideration, the Easement granted by Grantor, and is accepted by Grantee, pursuant to the following terms and conditions:

1. The Easement shall be for the exclusive use and benefit of Grantee, its successors, and assigns. Grantee agrees to undertake all activities authorized by this Easement Deed in a manner that will not unreasonably interfere with the use of adjacent property owned by Grantor.
2. The Easement is granted for the purpose of permitting Grantee to survey, construct, reconstruct, use, operate, maintain, repair, replace, and/or remove ("Maintain") a water treatment plant with related structures and facilities, pipelines, underground utilities, and an access road to serve same (the "Improvements").
3. Grantee is hereby granted the right of subjacent and lateral support for the Improvements. It is specifically agreed between the parties that, except as provided in this Easement Deed, Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.



CR423805

4. Each and every one of the benefits and burdens of this Easement Deed shall inure to and be binding upon the respective successors and assigns of Grantor and Grantee.

5. The rights and responsibilities set forth in this Easement Deed are intended to be real covenants on the Easement Premises, and are to run with the land until this Easement is extinguished pursuant to the terms set forth herein.

6. In the event that legal action is instituted to enforce any of the provisions of this Easement Deed, the prevailing party shall recover from the non-prevailing party its reasonable attorney fees and court costs, as determined by the court.

7. Any notice or other communication given by either party hereto to the other relating to this contract shall be hand delivered or sent by registered or certified mail, return receipt requested, addressed to such other party at their respective address as set forth below; and such notice or other communication shall be deemed given when so hand delivered or on the third business day after when so mailed;

IF TO OWNER:

Perry Park Metropolitan District
7377 Osage Road
Larkspur, Colorado 80118

WITH A COPY TO:

Jim Collins
Collins, Cockrel & Cole, P.C.
390 Union Blvd, Suite 400
Denver, Colorado 80228-1556

IF TO DISTRICT:

Scott Monroe, General Manager
Perry Park Water and Sanitation District
5676 Red Rock Drive
Larkspur, Colorado 80118

WITH A COPY TO:

Ernie Fazekas
Folkestad & Fazekas, P.C.
316 Wilcox Street
Castle Rock, Colorado 80104

8. Grantee shall exercise the rights granted hereunder in a safe, quiet, and orderly manner in compliance with all applicable laws, ordinances, governmental regulations, covenants, conditions, and restrictions.

9. If any clause, provision, subparagraph, or paragraph set forth in this Easement Deed is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Grantor and Grantee hereto that the remainder of this Easement Deed shall not be affected thereby.

10. The terms and provisions contained in this Easement Deed shall be governed and construed in accordance with the laws of the State of Colorado.

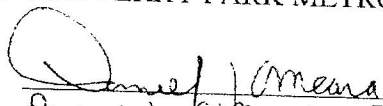
11. In addition to other rights and remedies afforded the parties herein, violation or breach of any covenant or agreement herein contained, or of the terms of any easement herein granted, by either party shall give to the other party the right to seek injunctive relief from any court of competent jurisdiction to enjoin or compel the cessation of such violation or breach, and to seek damages therefor. All remedies provided herein at law and in equity shall be cumulative and nonexclusive.

12. Except as otherwise provided herein, this Easement Deed may be modified, altered, amended or terminated only by written agreement of Grantor and Grantee, or their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Deed the day and year first appearing herein.

GRANTOR: PERRY PARK METROPOLITAN
DISTRICT

By:


Daniel J. O'Meara, President

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 17th day of April, 2001, by Daniel J. O'Meara, President of Perry Park Metropolitan District, as Grantor.

Witness my hand and official seal.

My commission expires: _____



Notary Public

GRANTEE: PERRY PARK WATER AND
SANITATION DISTRICT

By: Thomas J. Marcus, President

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4TH day of APRIL, 2001, by THOMAS J. MARCUS, President of Perry Park Water and Sanitation District, as Grantee.

Witness my hand and official seal.

My commission expires: Nov. 1, 2004

Notary Public

Patricia R. Kuyda
633 E. Pike Dr.
Durango, CO 81301

List of Exhibits:

Exhibit A, Easement Use Restrictions

Exhibit B, Legal Description of Easement



December 15, 2000

To: Brooke Fox
From: Steve Dougherty
Re: Perry Park Open Space Parcel

On November 20, 2000, I met with Scott Monroe (Perry Park Water and Sanitation District), Dave Hamling (Perry Park Metropolitan District), and Keith Worley (Perry Park Metropolitan District) to review the Perry Park Open Space parcel relative to future activities and needed easements for the Water and Sanitation District. The location of each of the proposed future activities and new easements was reviewed in the field to determine if they are consistent with management of the property as open space, wildlife habitat and, in particular, habitat for the federally threatened Preble's meadow jumping mouse, which is known to occur onsite. The following proposed future activities were reviewed; numbers correspond to circled numbers on the attached survey exhibit of the property.

1. The Perry Park Water and Sanitation District (District) currently owns and operates an alluvial well north of Red Rock Drive. The District will need to move the well within a 200-foot radius of its current location north of Red Rock Drive to maintain the yield of water currently derived from that location.¹ Associated with the well is an existing pipeline and vehicle access for maintenance of the well (shown on attached survey). This area has been disturbed by construction of the well, utility line, and access road. The relocation of the well should result in minimal temporary disturbance of habitat within the 200-foot radius of the existing well, and should not cause major adverse impacts to habitat provided by the open space parcel. In your agreement with the District, I recommend inclusions of the following conditions:
 - Limit temporary construction disturbance for relocation of the well to no more than 200 feet x 75 feet within a 200-foot radius of the existing well.
 - All temporary disturbance should be revegetated following County guidelines and recommendations.
 - Any areas of disturbance associated with closure of the old well also should be revegetated following County guidelines and recommendations.
 - When relocating the well, the District will make every attempt to avoid and minimize impacts to woody vegetation. The District will first attempt to relocate the well and associated construction disturbance to areas of no or little woody vegetation cover. Unavoidable impacts to

Exhibit A to Exclusive Water Treatment Plant Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

woody vegetation will be minimized by cutting woody vegetation to ground level in areas of temporary disturbance, which will promote resprouting of shrubs following temporary disturbance. Grubbing and blading of areas that will be temporarily disturbed ~~will~~ not occur.

- Any unavoidable loss of woody vegetation will be mitigated by planting replacement trees or shrubs per County guidelines and recommendations.
2. The District owns and operates an existing alluvial well at the north end of open space property. Similar to that described for No. 2 above, the District will eventually need to relocate the well within a 200-foot radius of the existing well. All the recommendations stated in No. 1 above apply to the well at location No. 2.
 3. The District owns and operates an existing alluvial well at south end of the open space property. The District needs to relocate the well within a 200-foot radius of the existing well as previously described for Nos. 1 and 2 above. At this site, relocation of the well likely will be to the north and east of the existing well due to constraints imposed by proximity to the pond. At this site, it is unlikely the District will be able to avoid disturbances to woody vegetation; however, the District should make every attempt to minimize impacts to woody vegetation as described in recommendations for the well in No. 1 above and mitigate any unavoidable loss of woody vegetation.
 4. At some point in the future, the District will need to expand its existing water treatment facility to the north. This expansion should not adversely impact wildlife habitat of the open space property provided the expansion is confined to the elevated portions of the property as shown on the attached survey.

A series of proposed easements encompassing the periphery of the property also were reviewed. These easements could be used by the District in the future for installation and maintenance of utility lines and construction and maintenance of roads associated with access to facilities. As shown on the attached survey, each easement would be 30 feet wide. For the purposes of this review, easement segments were numbered as follows on the attached survey exhibit. The following are my comments on each easement segment—

- E-1: This easement occurs 30 feet inside (east) of the property boundary along Bannock Road. An existing pipeline occurs within this easement. The maintenance of existing utilities within the easement and/or placement and maintenance of additional facilities within the easement would have temporary effects to upland habitat at the western margin of the open space property. These activities are not a concern to the overall integrity and management of the open space property. I recommend that all disturbances within this easement and the following easement segments be revegetated following County guidelines and recommendations.

Exhibit A to Exclusive Water Treatment Plant Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

- E-2: This proposed easement segment occurs 30 feet inside (south) of the northern open space property boundary. The approximate western half of the proposed easement currently includes an existing pipeline from the existing well to the pipeline contained within the easement for Segment E-1. This easement would be used for utilities and utilities maintenance and, therefore, all impacts should be temporary. This easement does cross West Plum Creek; however, as with the rest of the easements, impacts from utility installation and maintenance should be temporary. Construction and maintenance activities within this easement segment have the potential to adversely affect woody riparian vegetation. As previously described for well relocation, the District should make every attempt to avoid and minimize impacts to woody riparian vegetation. Unavoidable losses of woody riparian vegetation should be offset by planting woody riparian vegetation within the easement per County revegetation guidelines and recommendations.
- E-3: This easement reach occurs within the northeast corner of the open space property and is similar in character to reach E-2 except it does not cross West Plum Creek. The same avoidance, minimization, and revegetation recommendations discussed for Segment E-2 should apply to Segment E-3.
- E-4: This easement occurs along the eastern boundary of the open space property. Substantial portions of the proposed easement occur near West Plum Creek and its associated woody riparian vegetation. Due to the potential impacts to woody riparian vegetation associated with the use of this proposed easement, and difficulty with accessing the easement, the District has chosen to forego the establishment of the Segment E-4 easement shown on the attached survey.
- E-5: This easement reach is 30 feet north of and adjacent to Red Rock Drive and also includes an approximate 150-foot reach perpendicular and north of Red Rock Drive. This easement parallels and is adjacent to Red Rock Drive and should not adversely affect the open space property.
- E-6: This easement reach occurs 30 feet within the eastern property boundary south of Red Rock Drive. This easement occurs at the periphery of the property and the installation and maintenance of utilities will not adversely affect the open space property.

The other easements noted on the attached survey exhibit are existing and were not reviewed as part of this evaluation.

I have recommended to the District that these proposed activities be included in the County HCP.

Exhibit A to Exclusive Water Treatment Plant Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

PROPERTY DESCRIPTION

Water Treatment Plant Easement

A parcel of land being part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Twenty-five (25), Township Nine South (T.9S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of that parcel of land described in that document recorded in Book 388 on Page 493 of the records of the Douglas County Clerk and Recorder (DCCR), said document hereinafter referred to as Doc #1. From said point the Southeast Corner of Lot Four (4), Block Eight (8), Perry Park Filing No. 5 bears South 13°34'04" West a distance of 117.30 feet, as recorded within the aforesaid document. Said point also being the Northwest Corner of that parcel of land as described in that document as recorded in Book 388 on Page 490 of the records of the DCCR, said document hereinafter referred to as Doc #3;
THENCE North 13°34'04" East along the Westerly line of the aforesaid Doc #1 a distance of 75.00 feet to the Northwest Corner of the aforesaid Doc #1. Said point also being the Southwest Corner of that parcel of land described in that document recorded in Book 388 on Page 494 of the records of the DCCR, said document hereinafter referred to as Doc #2;
THENCE South 76°25'56" East along the Northerly of the aforesaid Doc #1, also being the Southerly line of the aforesaid Doc #2 and their Easterly extension a distance of 75.00 feet to the intersection with the Northerly extension of the Easterly line of the aforesaid Doc #3;
THENCE South 13°34'04" West along said Northerly extension a distance of 75.00 feet to the Northeast Corner of the aforesaid Doc #3;
THENCE North 76°25'56" West along the Northerly line of the aforesaid Doc #3 and being the Southerly line of the aforesaid Doc #1 a distance of 75.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 5,625 Square Feet (0.129 Acres), more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones

Colorado Registered Professional

Land Surveyor #22098



KING SURVEYORS, INC:
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: par-1a.txt)

(November 6, 2000)

Exhibit B to Exclusive Water Treatment Plant Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

PARCEL DESCRIPTION

EXHIBIT

PART OF NW1/4 OF SECTION 25
T.9S., R.68W.

LOT 4, BLOCK B,
PERRY PARK
FILING NO. 5

SOUTHEAST
CORNER
LOT 4

BOOK 388
PAGE 494

BOOK 388
PAGE 493

BOOK 388
PAGE 490

S76°25'56"E
75.00'

AREA = 5625
SQ. FT. ±

N76°25'56"W
75.00'

S13°34'04"W
75.00'

N13°34'04"E
75.00'

S13°34'04"W
117.36'

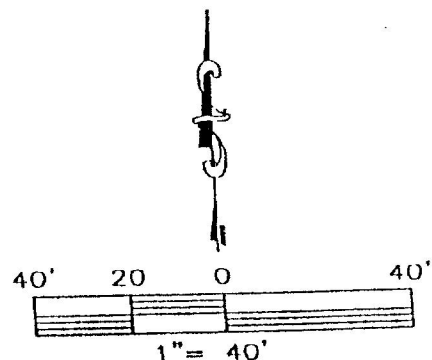


Exhibit B to Exclusive Water Treatment Plant Easement Deed dated April 17, 2001 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation District, Grantee

Appendix F

Non-Exclusive Access and Utility Easement Deed

*Recorded April 18, 2001, Douglas County, Colorado
Reception Number 01032994
Book 2014 Page 819*

NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT DEED

This Non-Exclusive Access and Utility Easement Deed ("Easement Deed") is made and entered into this 17th day of April, 2001, by and between Perry Park Metropolitan District, a quasi-municipal corporation and subdivision of the State of Colorado, whose address is c/o Collins, Cockrel & Cole, P.C., Attn: Jim Collins, 390 Union Blvd., Suite 400, Denver, Colorado 80228-1556 ("Grantor"), and Perry Park Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 5676 Red Rock Drive, Larkspur, Colorado 80118 ("Grantee").

All uses of the Easement by Grantee authorized hereunder shall be in compliance with the recommendations and mitigation measures identified in that certain letter to Brooke Fox from Steve Dougherty of ERO Resources Corp., dated December 15, 2000, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Grantee shall give prior notice to Grantor of its intent to construct or reconstruct any Improvements as defined below.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and conveys to Grantee, its successors, and assigns, subject to the terms and conditions provided herein, a perpetual non-exclusive easement in gross ("Easement") in, over, under, and through the real property located within Douglas County, Colorado, and more particularly described in Exhibit B, attached hereto and incorporated herein by reference (the real property described in Exhibit B shall hereinafter be referred to as the "Easement Premises").

Grantor will warrant and defend the title to Grantee and its successors and assigns against all persons claiming to hold title to the Easement by, through, or under Grantor.

As further consideration, such easements are granted by Grantor, and are accepted by Grantee, pursuant to the following terms and conditions:

1. The Easement shall be for the non-exclusive use and benefit of Grantee, its successors, and assigns. Grantor, or any person or entity acting through or with the authorization or permission of Grantor, shall give not less than five (5) business days notice to Grantee, prior to any construction or land disturbance within the Easement Premises, to minimize the possibility of any damage to or destruction of the Improvements. Grantee agrees to undertake all activities authorized by this Easement Deed in a manner that will not unreasonably interfere with the use of adjacent property owned by Grantor.

2. The Easement is granted for the purpose of permitting Grantee to install, construct, reconstruct, operate, use, maintain, repair, replace, and/or remove an access road and water pipelines, and related facilities and appurtenances thereto, including underground utilities to serve same (collectively, the "Improvements").



CR 423805

65

3. Grantee shall, at its expense, Maintain the Improvements in good order and repair. Following any such maintenance, or any entry upon the Easement Premises by Grantee, Grantee shall restore the surface of the Easement Premises as nearly as may be practical to the same condition as it was in immediately prior to such Maintenance or other entry.

4. Grantee is hereby granted the right of subjacent and lateral support for the Improvements. It is specifically agreed between the parties that, except as provided in this Easement Deed, Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

5. Each and every one of the benefits and burdens of this Easement Deed shall inure to and be binding upon the respective successors and assigns of Grantor and Grantee.

6. The rights and responsibilities set forth in this Easement Deed are intended to be real covenants on the Easement Premises, and are to run with the land until this Easement is extinguished pursuant to the terms set forth herein.

7. In the event that legal action is instituted to enforce any of the provisions of this Easement Deed, the prevailing party shall recover from the non-prevailing party its reasonable attorney fees and court costs, as determined by the court.

8. Any notice or other communication given by either party hereto to the other relating to this contract shall be hand delivered or sent by registered or certified mail, return receipt requested, addressed to such other party at their respective address as set forth below; and such notice or other communication shall be deemed given when so hand delivered or on the third business day after when so mailed;

IF TO GRANTOR:

Perry Park Metropolitan District
7377 Osage Road
Larkspur, Colorado 80118

WITH A COPY TO:

Jim Collins
Collins, Cockrel & Cole, P.C.
390 Union Blvd, Suite 400
Denver, Colorado 80228-1556

IF TO GRANTEE:

Scott Monroe, General Manager
Perry Park Water and Sanitation District

5676 Red Rock Drive
Larkspur, Colorado 80118

WITH A COPY TO:

Ernie Fazekas
Folkestad & Fazekas, P.C.
316 Wilcox Street
Castle Rock, Colorado 80104

9. Grantee shall exercise the rights granted hereunder in a safe, quiet, and orderly manner in compliance with all applicable laws, ordinances, governmental regulations, covenants, conditions, and restrictions.

10. If any clause, provision, subparagraph, or paragraph set forth in this Easement Deed is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Grantor and Grantee hereto that the remainder of this Easement Deed shall not be affected thereby.

11. The terms and provisions contained in this Easement Deed shall be governed and construed in accordance with the laws of the State of Colorado.

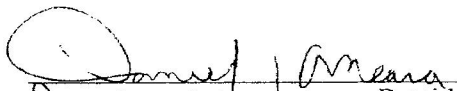
12. In addition to other rights and remedies afforded the parties herein, violation or breach of any covenant or agreement herein contained, or of the terms of any easement herein granted, by either party shall give to the other party the right to seek injunctive relief from any court of competent jurisdiction to enjoin or compel the cessation of such violation or breach, and to seek damages therefor. All remedies provided herein at law and in equity shall be cumulative and nonexclusive.

13. Except as otherwise provided herein, this Easement Deed may be modified, altered, amended or terminated only by written agreement of Grantor and Grantee, or their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Deed the day and year first appearing herein.

GRANTOR: PERRY PARK METROPOLITAN
DISTRICT

By:


Daniel J. O'Meara, President

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 17th day of April, 2001, by Daniel J. O'Meara, President of Perry Park Metropolitan District, as Grantor.

Witness my hand and official seal.

My commission expires: _____

Michelle Capra
Notary Public



GRANTEE: PERRY PARK WATER AND
SANITATION DISTRICT

By: Thomas J. Marcum, President

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 4th day of April, 2001, by THOMAS J. MARCUM, the President of the Perry Park Water and Sanitation District, as Grantee.

Witness my hand and official seal.

My commission expires: Nov. 1, 2004

Catricia R. Kuehn
Notary Public

6135 S. Pike Dr.
Spokane, Co 80118

List of Exhibits:

Exhibit A, Easement Use Restrictions

Exhibit B, Legal Description of Easement

List of Exhibits:

Exhibit A, Easement Use Restrictions

Exhibit B, Legal Description of Easement

December 15, 2000

To: Brooke Fox
From: Steve Dougherty
Re: Perry Park Open Space Parcel

On November 20, 2000, I met with Scott Monroe (Perry Park Water and Sanitation District), Dave Hamling (Perry Park Metropolitan District), and Keith Worley (Perry Park Metropolitan District) to review the Perry Park Open Space parcel relative to future activities and needed easements for the Water and Sanitation District. The location of each of the proposed future activities and new easements was reviewed in the field to determine if they are consistent with management of the property as open space, wildlife habitat and, in particular, habitat for the federally threatened Preble's meadow jumping mouse, which is known to occur onsite. The following proposed future activities were reviewed; numbers correspond to circled numbers on the attached survey exhibit of the property.

1. The Perry Park Water and Sanitation District (District) currently owns and operates an alluvial well north of Red Rock Drive. The District will need to move the well within a 200-foot radius of its current location north of Red Rock Drive to maintain the yield of water currently derived from that location. Associated with the well is an existing pipeline and vehicle access for maintenance of the well (shown on attached survey). This area has been disturbed by construction of the well, utility line, and access road. The relocation of the well should result in minimal temporary disturbance of habitat within the 200-foot radius of the existing well, and should not cause major adverse impacts to habitat provided by the open space parcel. In your agreement with the District, I recommend inclusions of the following conditions:
 - Limit temporary construction disturbance for relocation of the well to no more than 200 feet x 75 feet within a 200-foot radius of the existing well.
 - All temporary disturbance should be revegetated following County guidelines and recommendations.
 - Any areas of disturbance associated with closure of the old well also should be revegetated following County guidelines and recommendations.
 - When relocating the well, the District will make every attempt to avoid and minimize impacts to woody vegetation. The District will first attempt to relocate the well and associated construction disturbance to areas of no or little woody vegetation cover. Unavoidable impacts to

Exhibit A to Non-Exclusive Access and Utility Easement Deed dated April 17, 2001 by
and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation
District, Grantee

woody vegetation will be minimized by cutting woody vegetation to ground level in areas of temporary disturbance, which will promote resprouting of shrubs following temporary disturbance. Grubbing and blading of areas that will be temporarily disturbed ~~will~~ ^{shall} not occur.

- Any unavoidable loss of woody vegetation will be mitigated by planting replacement trees or shrubs per County guidelines and recommendations.
2. The District owns and operates an existing alluvial well at the north end of open space property. Similar to that described for No. 2 above, the District will eventually need to relocate the well within a 200-foot radius of the existing well. All the recommendations stated in No. 1 above apply to the well at location No. 2.
 3. The District owns and operates an existing alluvial well at south end of the open space property. The District needs to relocate the well within a 200-foot radius of the existing well as previously described for Nos. 1 and 2 above. At this site, relocation of the well likely will be to the north and east of the existing well due to constraints imposed by proximity to the pond. At this site, it is unlikely the District will be able to avoid disturbances to woody vegetation; however, the District should make every attempt to minimize impacts to woody vegetation as described in recommendations for the well in No. 1 above and mitigate any unavoidable loss of woody vegetation.
 4. At some point in the future, the District will need to expand it's existing water treatment facility to the north. This expansion should not adversely impact wildlife habitat of the open space property provided the expansion is confined to the elevated portions of the property as shown on the attached survey.

A series of proposed easements encompassing the periphery of the property also were reviewed. These easements could be used by the District in the future for installation and maintenance of utility lines and construction and maintenance of roads associated with access to facilities. As shown on the attached survey, each easement would be 30 feet wide. For the purposes of this review, easement segments were numbered as follows on the attached survey exhibit. The following are my comments on each easement segment—

- E-1: This easement occurs 30 feet inside (east) of the property boundary along Bannock Road. An existing pipeline occurs within this easement. The maintenance of existing utilities within the easement and/or placement and maintenance of additional facilities within the easement would have temporary effects to upland habitat at the western margin of the open space property. These activities are not a concern to the overall integrity and management of the open space property. I recommend that all disturbances within this easement and the following easement segments be revegetated following County guidelines and recommendations.

Exhibit A to Non-Exclusive Access and Utility Easement / ~~Deed~~ dated April 17, 2001 by
and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation
District, Grantee

- E-2: This proposed easement segment occurs 30 feet inside (south) of the northern open space property boundary. The approximate western half of the proposed easement currently includes an existing pipeline from the existing well to the pipeline contained within the easement for Segment E-1. This easement would be used for utilities and utilities maintenance and, therefore, all impacts should be temporary. This easement does cross West Plum Creek; however, as with the rest of the easements, impacts from utility installation and maintenance should be temporary. Construction and maintenance activities within this easement segment have the potential to adversely affect woody riparian vegetation. As previously described for well relocation, the District should make every attempt to avoid and minimize impacts to woody riparian vegetation. Unavoidable losses of woody riparian vegetation should be offset by planting woody riparian vegetation within the easement per County revegetation guidelines and recommendations.
- E-3: This easement reach occurs within the northeast corner of the open space property and is similar in character to reach E-2 except it does not cross West Plum Creek. The same avoidance, minimization, and revegetation recommendations discussed for Segment E-2 should apply to Segment E-3.
- E-4: This easement occurs along the eastern boundary of the open space property. Substantial portions of the proposed easement occur near West Plum Creek and its associated woody riparian vegetation. Due to the potential impacts to woody riparian vegetation associated with the use of this proposed easement, and difficulty with accessing the easement, the District has chosen to forego the establishment of the Segment E-4 easement shown on the attached survey.
- E-5: This easement reach is 30 feet north of and adjacent to Red Rock Drive and also includes an approximate 150-foot reach perpendicular and north of Red Rock Drive. This easement parallels and is adjacent to Red Rock Drive and should not adversely affect the open space property.
- E-6: This easement reach occurs 30 feet within the eastern property boundary south of Red Rock Drive. This easement occurs at the periphery of the property and the installation and maintenance of utilities will not adversely affect the open space property.

The other easements noted on the attached survey exhibit are existing and were not reviewed as part of this evaluation.

I have recommended to the District that these proposed activities be included in the County HCP.

Exhibit A to Non-Exclusive Access and Utility Easement Deed dated April 17, 2001 by
and between Perry Park Metropolitan District, Grantor, and Perry Park Water and Sanitation
District, Grantee

PROPERTY DESCRIPTION

30' Easement

Three strips of land Thirty feet (30') in width and being part of the Southwest Quarter (SW1/4) of Section Twenty-four (24) and part of the Northwest Quarter (NW1/4) of Section Twenty-five (25), all in Township Nine South (T.9S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Douglas, State of Colorado the center line of which is more particularly described as follows:

EASEMENT #1

BEGINNING at the Northwest Corner of said Section 25:

THENCE North 72°00'53" East a distance of 629.28 feet to the Northwest Corner of that parcel of land as described in that Warranty Deed as recorded January 25, 1979 in Book 352 on Page 613 of the records of the Douglas County Clerk and Recorder (DCCR). Said parcel of land hereinafter referred to as Doc #1;

THENCE South 28°21'06" East a distance of 17.56 feet to a point Fifteen feet (15') Southerly of as measured at right angles to the Northerly line and 15' Easterly of as measured at right angles to the Westerly line of the aforesaid parcel of land. Said point being the **TRUE POINT OF BEGINNING** of said center line description. Said point hereinafter referred to as POINT "A";

Thence along a line 15' Southerly, Westerly and Northerly of the Northerly and Easterly line of the aforesaid parcel of land by the following Four (4) courses and distances:

THENCE South 87°01'02" East a distance of 1333.65 feet;

THENCE South 09°46'18" West a distance of 22.75 feet;

THENCE South 29°08'03" West a distance of 122.36 feet;

THENCE North 88°56'09" West a distance of 598.48 feet to the **TERMINUS POINT** of said center line description for Easement #1.

EASEMENT #2

BEGINNING at the aforesaid POINT "A". Said point being 15' Easterly of as measured at right angles to the Westerly line of the aforesaid Doc #1, also being the Easterly Right-Of-Way (ROW) line of Bannock Road as platted within Perry Park Filing No. 5 (PPF#5);

Thence along a line 15' Easterly of as measured at right angles to the Westerly line of the aforesaid Doc #1, also being the Easterly ROW line of said Bannock Road by the following Nine (9) courses and distances:

THENCE South 30°18'51" West a distance of 119.60 feet to a Point of Curvature (PC);

THENCE along the Arc of a curve which is concave to the East a distance of 162.28 feet, whose Radius is 645.21 feet, whose Delta is 14°24'39", and whose Long Chord bears South 23°06'28" West a distance of 161.85 feet to the PT;

THENCE South 15°54'09" West a distance of 325.72 feet to a PC;

THENCE along the Arc of a curve which is concave to the East a distance of 338.70 feet, whose Radius is 600.65 feet, whose Delta is 32°18'30", and whose Long Chord bears South 00°15'06" East a distance of 334.23 feet to Point of Reverse Curvature (PRC);

THENCE along the Arc of a curve which is concave to the West a distance of 384.28 feet, whose Radius is 340.74 feet, whose Delta is 64°37'00", and whose Long Chord bears South 15°54'09" West a distance of 364.23 feet to a PRC;

THENCE along the Arc of a curve which is concave to the East a distance of 338.70 feet, whose Radius is 600.65 feet, whose Delta is 32°18'30", and whose Long Chord bears South 32°03'24" West a distance of 334.23 feet to the PT;

Property Description (continued)
30' Easement

THENCE South $15^{\circ}54'09''$ West a distance of 382.98 feet to a PC;
THENCE along the Arc of a curve which is concave to the East a distance of 58.16 feet, whose Radius is 1427.24 feet, whose Delta is $02^{\circ}20'05''$, and whose Long Chord bears South $14^{\circ}44'06''$ West a distance of 58.15 feet to the PT;
THENCE South $13^{\circ}34'04''$ West a distance of 153.64 feet to a point 15' Northerly of as measured at right angles to the Northerly ROW line of Red Rock Drive as platted within the aforesaid PPF//5;
THENCE South $78^{\circ}08'00''$ East along a line 15' Northerly of the aforesaid Red Rock Drive, also being 55' Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR a distance of 505.53 feet;
THENCE North $27^{\circ}44'43''$ East a distance of 91.13 feet;
THENCE South $62^{\circ}15'17''$ East a distance of 124.13 feet;
THENCE South $27^{\circ}44'43''$ West a distance of 55.82 feet to a point 55' Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR;
Thence along a line 55' Northerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR by the following Two (2) courses and distances:
THENCE South $78^{\circ}08'00''$ East a distance of 649.92 feet to a PC;
THENCE along the Arc of a curve which is concave to the North a distance of 33.81 feet, whose Radius is 517.96 feet, whose Delta is $03^{\circ}44'23''$, and whose Long Chord bears South $80^{\circ}01'11''$ East a distance of 33.81 feet. Said point hereinafter referred to as POINT "B";
THENCE North $00^{\circ}57'16''$ West along a line non-tangent to the aforesaid curve a distance of 21.42 feet;
THENCE North $89^{\circ}02'44''$ East a distance of 1.40 feet to a point 15' Westerly of as measured at right angles to the East line of the aforesaid Doc #1;
THENCE North $01^{\circ}48'33''$ East along a line 15' Westerly of as measured at right angles to the East line of the aforesaid Doc #1 a distance of 107.93 feet to the Easterly Line of the aforesaid Doc #1. Said point being the **TERMINUS POINT** of said Easement #2.

EASEMENT #3:

BEGINNING at POINT "B" as described within the above Easement #2;

THENCE South $00^{\circ}57'16''$ East along a line non-tangent to the aforesaid curve as described at POINT "B" within the above Easement #2, a distance of 7.61 feet to a point 15' Westerly of as measured at right angles to the Easterly line of the aforesaid Doc #1;

THENCE South $01^{\circ}48'33''$ West along a line 15' Westerly of as measured at right angles to the Easterly line of the aforesaid Doc #1 a distance of 87.92 feet to a point 40' Southerly of as measured at right angles to that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR and being a point on a curve. Said point being the **TRUE POINT OF BEGINNING** of said Easement #3;

Thence along a line 15' Westerly of as measured at right angles to the Easterly line of the aforesaid Doc #1 by the following Two (2) courses and distances:

THENCE continuing South $01^{\circ}48'33''$ West a distance of 80.52 feet;
THENCE South $29^{\circ}11'18''$ West a distance of 358.40 feet to the Northerly line of that parcel of land as described within Book 453 on Page 835 of the records of the DCCR, said document herein after referred to as Doc #2. Said point being the **TERMINUS POINT** of said center line description for Easement #3.

Property Description (continued)
30' Easement

Said described parcel of land contains 4.353 Acres, more or less (\pm) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

EXCEPT THEREFROM any part of said Easement #3 as contained within that document as recorded in Book 453 on Page 836 of the records of the DCCR.

It is the intent of this description that the end line of the aforesaid Easement #1 at it's Terminus Point is to be perpendicular to the described center line at the point. Further, it is the intent of this description that the side lines of the aforesaid Easement #2 are to be prolonged or shortened to intersect the Easterly line of the aforesaid Doc #1 at it's Terminus Point. Further, it is the intent of description that the end line of said Easement #3 at the True Point of Beginning is a curve which is concave to the North with an Arc length of 30.14 feet, whose Radius is 612.96 feet, whose Delta is $02^{\circ}49'01''$, and whose Long Chord bears South $82^{\circ}53'15''$ East a distance of 30.13 feet. Further, it is the intent of this description that the side lines of the aforesaid Easement #3 are to be prolonged or shortened to terminate on a line 40' Southerly of as measured at right angles to the that center line as described within that document as recorded in Book 203 on Page 97 of the records of the DCCR. Further, that the side lines of the aforesaid Easement #3 are to be prolonged or shortened to intersect the Northerly line of the aforesaid Doc #2 at the Terminus Point of said Easement #3.

SURVEYOR'S CERTIFICATE

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

Charles B. Jones

Colorado Registered Professional

Land Surveyor #22098

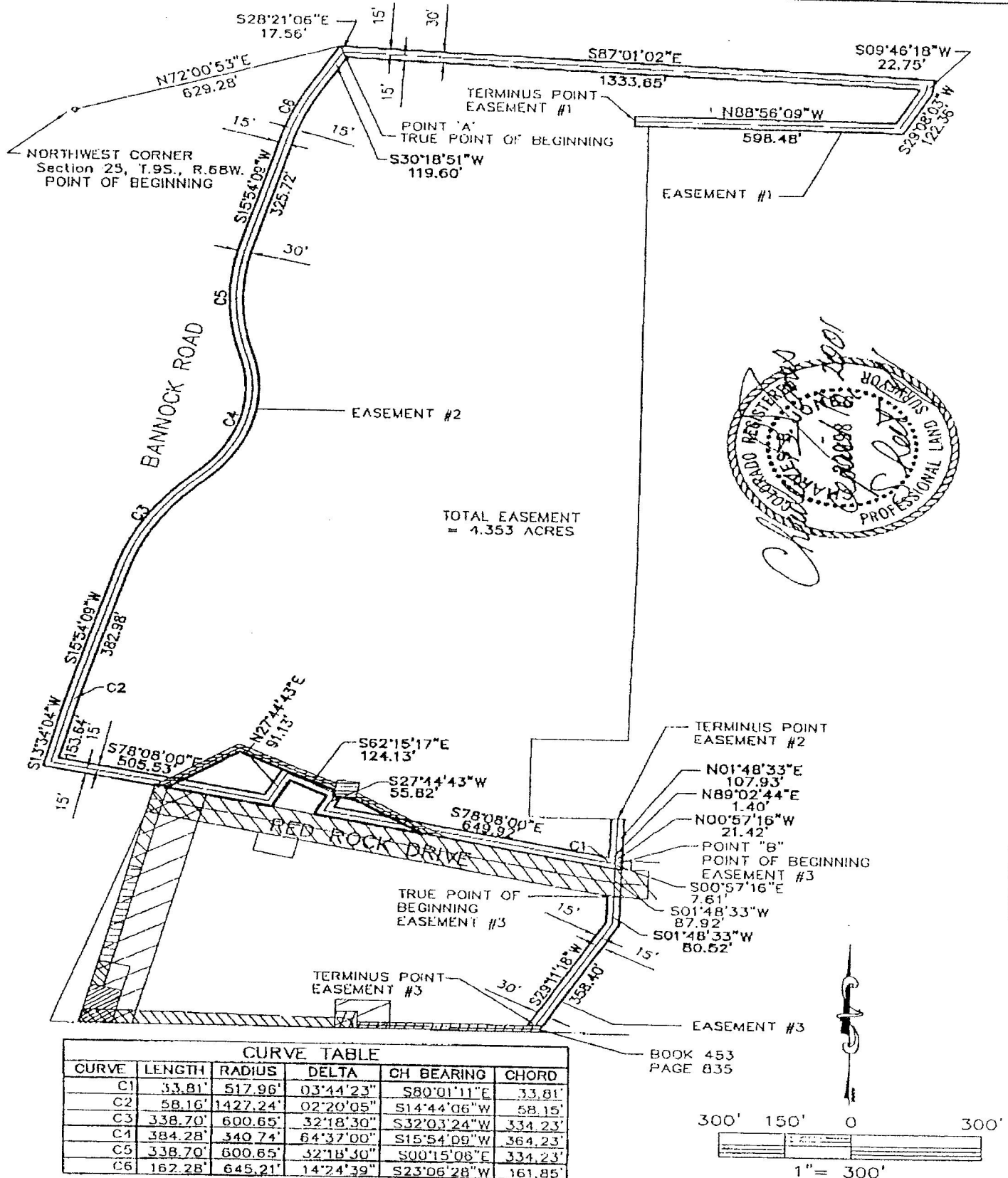


KING SURVEYORS, INC.

9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

Project Number: 2000327
(File: csmt-a.txt)

(November 21, 2000)
(Revised: April 3, 2001)
(Revised: April 16, 2001)

**KING SURVEYORS, INC.**

9299 EASTMAN PARK DRIVE WINDSOR CO 80550
 PHONE: (970) 686-5011 FAX: (970) 686-5821
 WWW.KINGSURVEYORS.COM

PROJECT NO: 2000327
 DATE: 4/13/01
 CLIENT: T.E.C.
 DWG: 2000327ESMT

Exhibit B to Non-Exclusive Access and Utility Easement Deed dated April 17, 2001
 by and between Perry Park Metropolitan District, Grantor, and Perry Park Water and
 Sanitation District, Grantee

Appendix G

Perry Park Gateway Signage Policy

Adopted March 14, 2002

For the purpose of these restrictions, signage may be defined to include signs, banners, balloons, flags, posters, fliers, boards, streamers, lights, trailers or other devices as may be determined by the Board. Private signs shall not be in excess of three (3) square feet in size. Signage exempt from these restrictions is permitted for emergency events or watering restrictions necessary for public health and safety, as may be determined by the Douglas County Sheriff, Larkspur Fire Protection District, Perry Park Water and Sanitation District, and/or Perry Park Metropolitan District.

1. No advertising or commercial signage shall be placed on the property, or affixed to anything on the property or right-of-way. Any sign so placed may be removed immediately without notice to the offending party, and may be disposed of at the District's discretion.
2. No political signs may be placed on the property in any form that may favor any candidate or issue. However, official notices may be allowed if approved by the Board.
3. Lost Pets - Notice of "lost pet" may be placed on the property for no more than three (3) days.
4. Garage Sales - One sign, not in excess of three (3) square feet in size may be placed on the property no more than one day in advance of the event, and shall be removed within one hour of the closing of the sale. Signage for no more than one event shall be permitted per year for any one residence, and shall not be held for more than three (3) days.
5. Realtor or Owner Open Houses - "Open House" signage may be permitted only for hours of operation of the Open House and shall be removed daily upon closing of the Open House.
6. Notice of public meetings - Notice of public meetings may be permitted if approved by the Board.
7. Special events (Private) - Signage for weddings, reunions, parties, gatherings, golf outings, etc. shall be permitted to be placed on the property one day in advance and must be removed within twelve 12 hours of the end of the event.
8. Special events (Public) - Signage for Community events may be permitted by the Board so long as such event is open to all members of the community. Approval must be obtained in advance from the Board.
9. Board approval is defined to be approval by a majority of the Board members at a regularly scheduled or special meeting of the Board; or by a phone poll of Board members conducted by the President or Vice-president of the Board.
10. This policy shall be incorporated into the Gateway Management Plan upon final acceptance. The Board reserves the right to post signs as required.

Appendix H

Perry Park Gateway Parking Policy

Adopted March 14, 2002

1. No vehicles shall be allowed to park overnight on the property.
2. Parking shall be restricted to no more than four (4) hours and posted as such. The District may choose to contract with a towing company, in cooperation with the Douglas County Sheriff's Department regarding ticketing and towing.
3. No trailers, heavy equipment, materials, or commercial vehicles shall park on the property. No "off-loading" of heavy equipment shall be allowed that may damage the gravel surface (such as track type or skid mounted equipment).
4. All parking shall be limited to existing graveled area and shall not encroach into grassed areas. The District shall, at its discretion, install traffic control barriers as needed to limit access to the site.
5. Any vehicle parked on the property shall be licensed, registered and insured as required by State and Local laws for vehicles on public right-of-ways.
6. No "off-road" vehicles shall be permitted on the property outside of the designated parking area, with the exception of vehicles used in the performance of District approved projects or as allowed by easements.
7. No "For Sale" vehicles shall be allowed to remain on the property and shall be subject to towing.
8. The only exception to the policies listed above shall be in the event of emergencies, or as permitted by the Board of Directors.
9. This policy shall be incorporated into the Gateway Management Plan upon final acceptance.

Appendix I

Land Appraisal Report

LAND APPRAISAL REPORT

File No. 992575b

Borrower Perry Park Metro District		Census Tract 144.02	Map Reference Doug/LH/Lnd																																																																																																																																
Property Address Red Rock Drive		City Larkspur	County Douglas State CO Zip Code 80118																																																																																																																																
Legal Description Parcel B, Perry Park Ranches																																																																																																																																			
Sale Price \$ NA		Date of Sale NA	Loan Term _____ yrs. Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD																																																																																																																																
Actual Real Estate Taxes \$ 4,835.00 (yr.)		Loan charges to be paid by seller None Other sales concessions NA																																																																																																																																	
Lender/Client _____ Address _____																																																																																																																																			
Occupant Vacant land		Appraiser Laura Hansen, SRA	Instructions to Appraiser Market value																																																																																																																																
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input checked="" type="checkbox"/> Rapid <input type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos. Present 60 % 1 Family <input type="checkbox"/> % 2-4 Family <input type="checkbox"/> % Apts. <input type="checkbox"/> % Condo <input type="checkbox"/> % Commercial Land Use: <input type="checkbox"/> % Industrial 40 % Vacant <input type="checkbox"/> % Change in Present Land Use <input type="checkbox"/> Not Likely <input type="checkbox"/> Likely <input checked="" type="checkbox"/> Taking Place(*) (*) From Vacant To Residential Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> % Vacant Single Family Price Range \$ 90 to \$ 2500+ Predominant Value \$ 225 Single Family Age New yrs. to 100 yrs. Predominant Age 15 yrs.		Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy to Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																																																																																																																																	
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject is located about 15 miles southwest of Castle Rock and about 35 miles south of the Denver Metro area. Homes in this market area are diverse and range from \$200,000 to over \$2,000,000. Sites are typically 1-40 acres although most are 5-10 acres in size. The sites are at the entrance to Perry Park, an established subdivision west of Larkspur with red rock outcroppings and a golf course. No adverse conditions noted.																																																																																																																																			
Dimensions Irregular - see attached plat Zoning Classification A-1 Ag Highest and Best Use: <input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Other (specify) _____ Present Improvements <input checked="" type="checkbox"/> Do <input type="checkbox"/> Do Not Conform to Zoning Regulations		Topo Gentle slopes/creek running through site/pond Size Typical of area Shape Irregular View Good Drainage Appears adequate Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes																																																																																																																																	
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) Easements and encroachments are subject to survey. The site is typical of the area in terms of size, zoning and terrain. The site has grass and Plum Creek runs through the property and there is a pond on the south end of the parcel. The site reportedly has Perry Park water/sewer available to the site. Horses are allowed on the site. This site is split by Red Rock Drive into the Perry Park subdivision.																																																																																																																																			
The undersigned has recited three recent sales of properties most similar and proximate to the subject and has to be considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject; if a significant item in the comparable is inferior to, or less favorable than the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.																																																																																																																																			
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Comments on Market Data: Sales are all considered comparable to the subject within a relatively short distance for this market area. Sale #1 is adjusted for water/sewer tap at \$25,000. Sale #2 is adjusted for well at \$10,000. Sales are all adjusted for superior locations with more privacy and trees/brush on the site away from the Highway as well as substantially more buildable area.																																																																																																																																			
Comments and Conditions of Appraisal: No conditions. NOTE: A faxed copy of a reduced survey of the proposed split resulting in the subject 33+ acre parcel was relied upon for determining boundaries. Dimensions were not readable and were estimated. Any change in the assumptions stated in this appraisal could result in a change in the value conclusion.																																																																																																																																			
Final Reconciliation: Most weight is placed on the sales comparison approach since it is the only reasonable approach for land valuation. Sales are all 35 acre parcels in the Douglas County market. The value is concluded at the lower end of the value range due to the minimal buildable area based on available data.																																																																																																																																			
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 12/28/99 to be \$ 195,000																																																																																																																																			
Appraiser(s) Laura Hansen, SRA		Review Appraiser (if applicable) _____																																																																																																																																	
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TEXT ADDENDUM

Borrower/Client Perry Park Metro District

Property Address Red Rock Drive

City Larkspur

County Douglas

State CO

Zip Code 80118

Lender _____

PURPOSE OF THIS APPRAISAL:

This appraisal report has been completed to determine market value of the property for determining a prospective offering price for the parcel. The use of this appraisal report for any other purpose is not the intent of the report and is not permitted unless specifically indicated otherwise.

EXTRAORDINARY ASSUMPTIONS:

The value concluded in this appraisal report assumes that the subject parcel is a buildable site, successfully split from the original 70 acre parcel into two 35+- acre sites. Preliminary information from Douglas County Planning and Zoning indicated that the split is possible and that the sites would be buildable.

ADDITIONAL COMMENTS:

The subject parcel straddles Red Rock Drive on the west side of Highway 105 (South Perry Park Road). The parcel is gently rolling and Plum Creek runs through the property. There is a pond just south of Red Rock Drive and wetlands around the pond, which appears to be mostly in a flood plain and reportedly Preble mouse habitat, rendering this south piece of the parcel unbuildable based on information obtained from County and Federal sources. The parcel has good views of the valley but does not have any hills for superior views of the entire area. The buildable area of the property is very minimal due to the creek running through along with the pond/wetland areas and setbacks for the Preble mouse habitat along the creek. Because of the minimal buildable area, value of the site is diminished as compared to the sales used in determining value since all sales are considered superior in appeal and buildable area.

The site reportedly has a protected area along the creek for the endangered Preble's Jumping mouse. According to the US Fish and Wildlife Service, the area within approximately 300' of the flood plain area would be considered protected mouse habitat and would probably not be buildable area. According to Pete Plage at the Fish & Wildlife office, it would be necessary to consult with an expert familiar with this area and mouse habitat to determine specific building locations on the site. Based on information from Mr. Plage, it appears that the only buildable area of this particular site would be at the northwest corner off of Bannock Road. County zoning requires 100' setback from the street and property lines.

The site was originally listed for sale at \$307,000 and has been reduced recently to \$257,000. Sales #1 and #3 are slightly dated but no time adjustment can be supported from limited market data for land sales in this area.

As of the date of this appraisal, I, Laura Hansen, have completed the continuing education requirements of the Appraisal Institute

Statement of Limiting Conditions

File #: 992575b

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in the market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding the determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER CERTIFICATION

File #: 992575b

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than, the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting specified in this form.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individual(s) in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED:

Red Rock Drive

Larkspur

APPRAISER:

CO

80118

SUPERVISORY APPRAISER (only if required):

Signature: 

Name: Laura Hansen, SRA

Date Signed: 12/28/1999

State Certification #: CG01315355

State: CO

or State License #: Certified General Appraise State: _____

Expiration Date of Certification or License: _____

Signature: _____

Name: _____

Date Signed: Gregg Near, MAI, SRA

State Certification #: CG01313136

State: CO

or State License #: Certified General Appraise State: _____

Expiration Date of Certification or License: _____

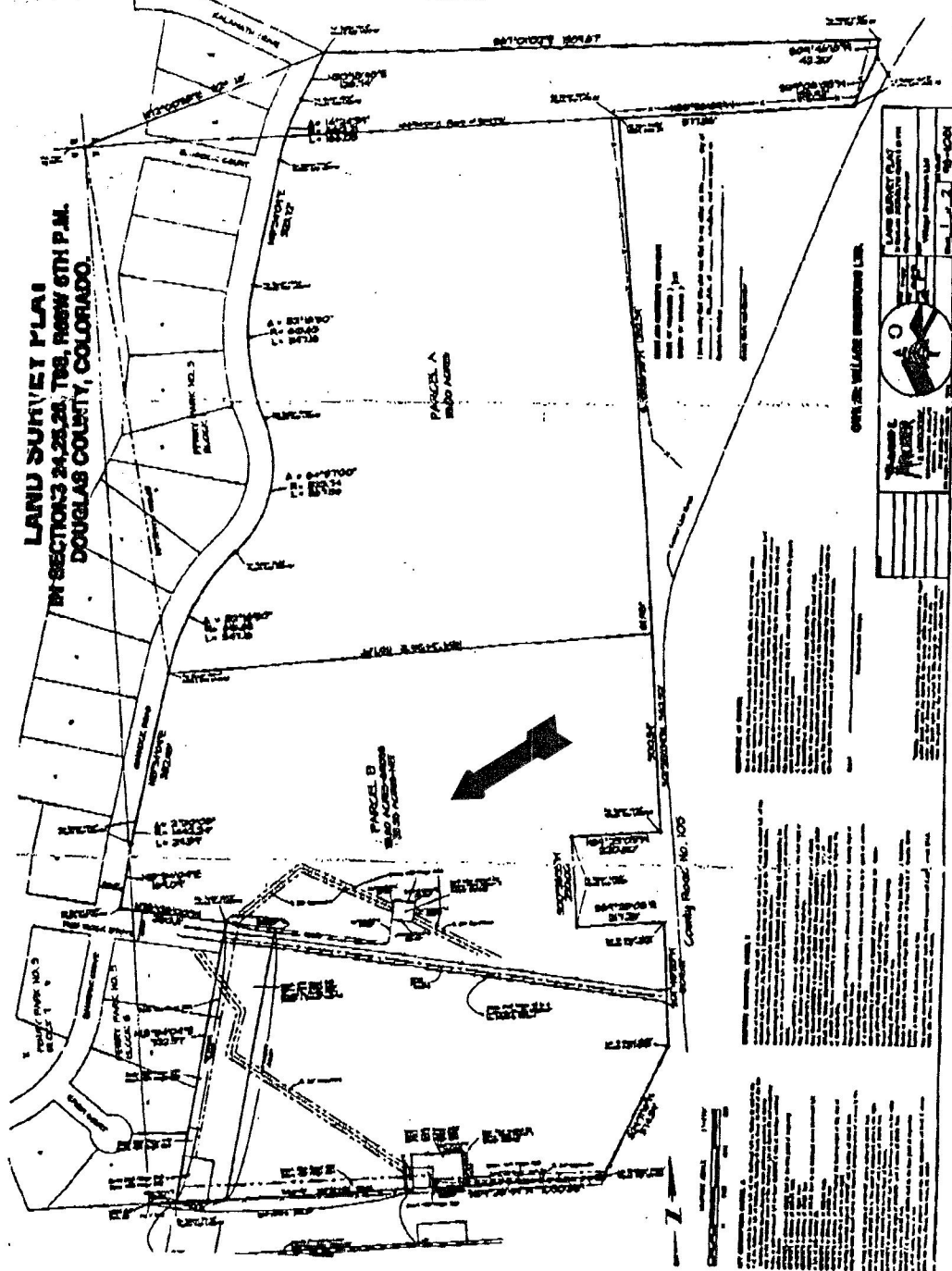
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☒ Did Not Inspect property

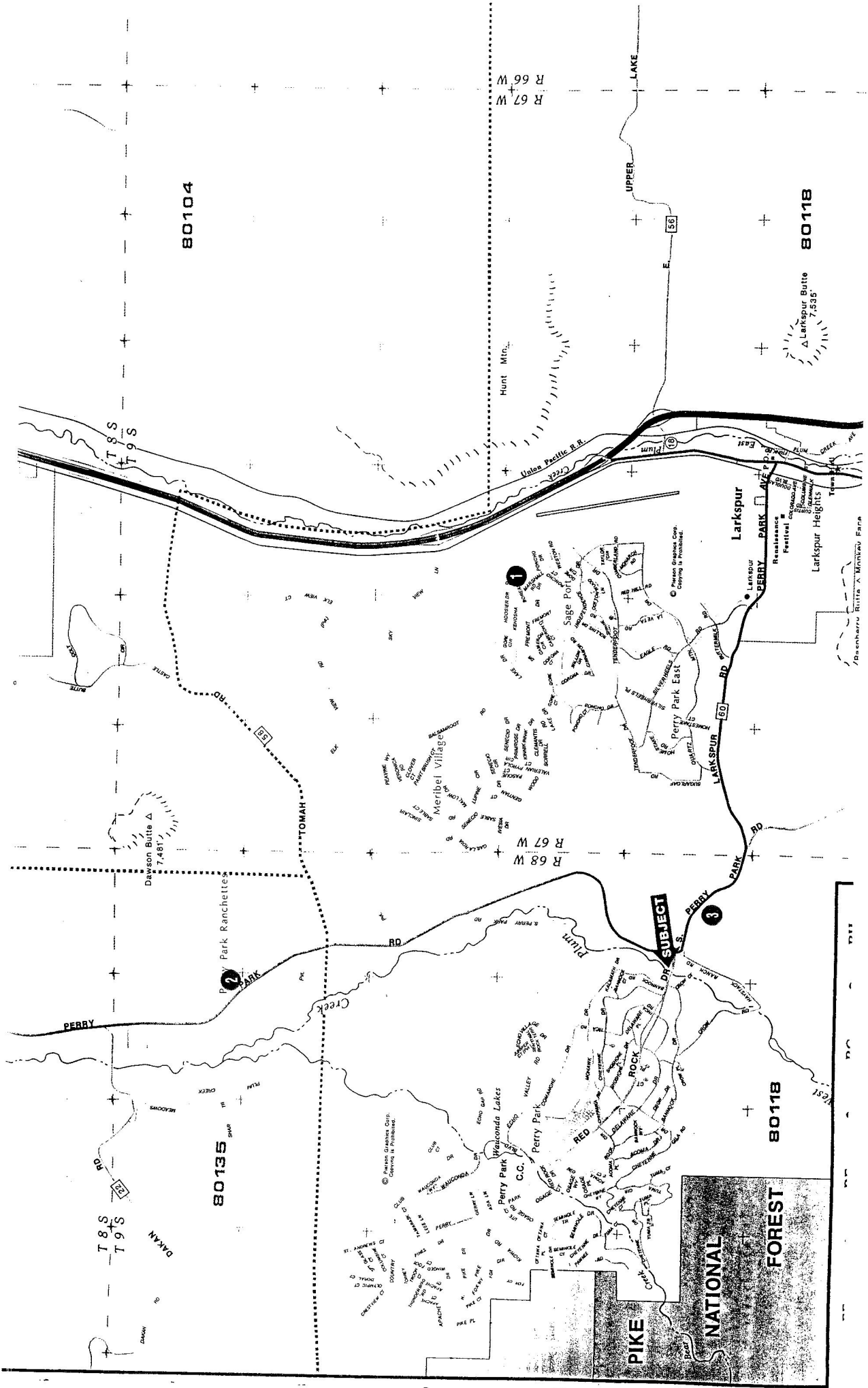
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REMAX MASTERS

P.04/04



TOTAL P.04



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80135

80118

PIKE NATIONAL FOREST

SUBJECT

R 66 W
R 67 W

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UPPER LAKE

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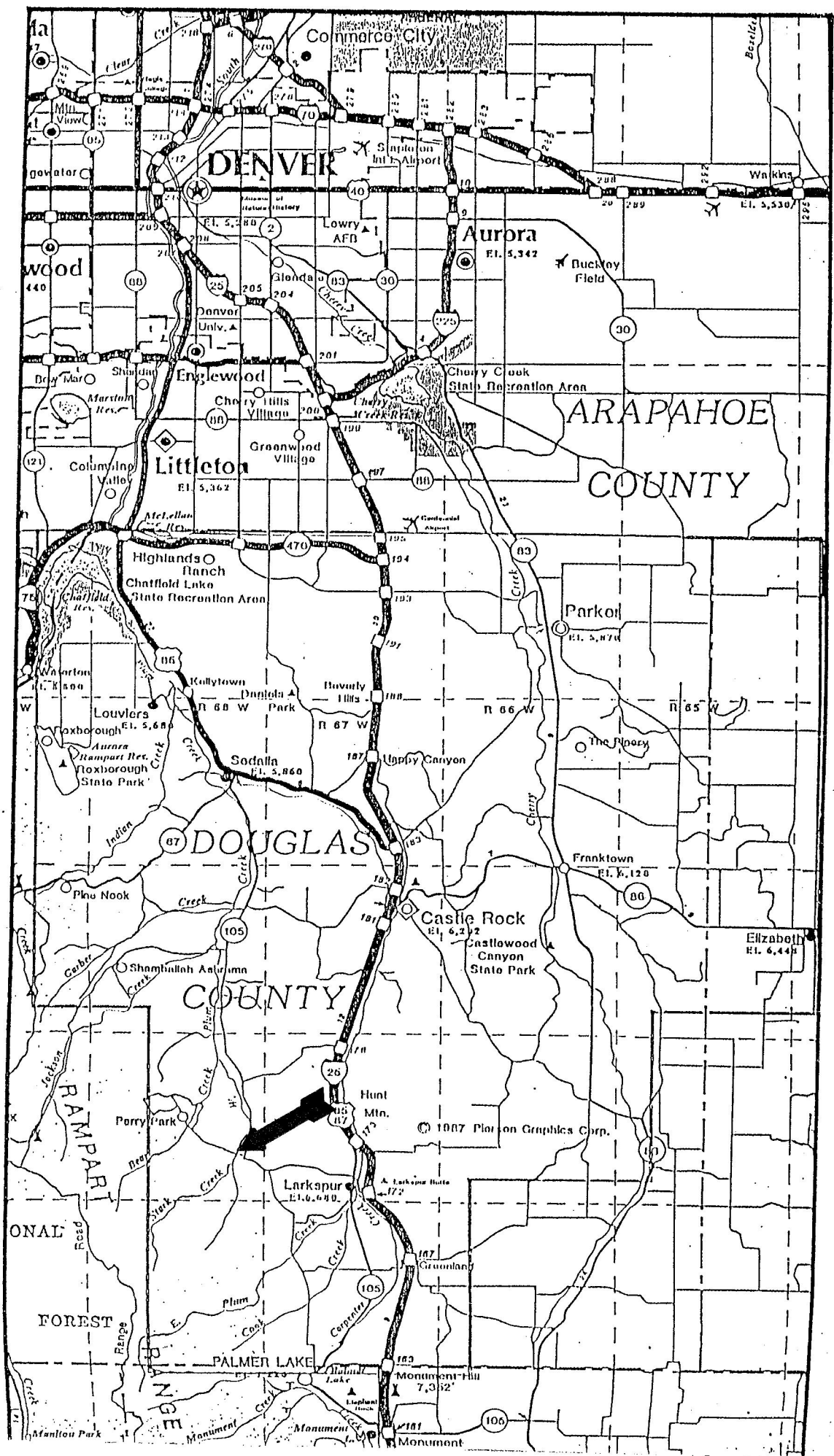
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NATIONAL FLOOD INSURANCE PROGRAM

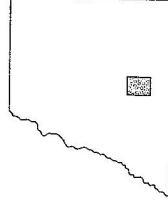
FIRM

FLOOD INSURANCE RATE MAP

DOUGLAS COUNTY,
COLORADO
(UNINCORPORATED AREAS)

PANEL 430 OF 500

(SEE MAP INDEX FOR PANELS NOT PRINTED)



PANEL LOCATION

COMMUNITY-PANEL NUMBER

080049 0430 C

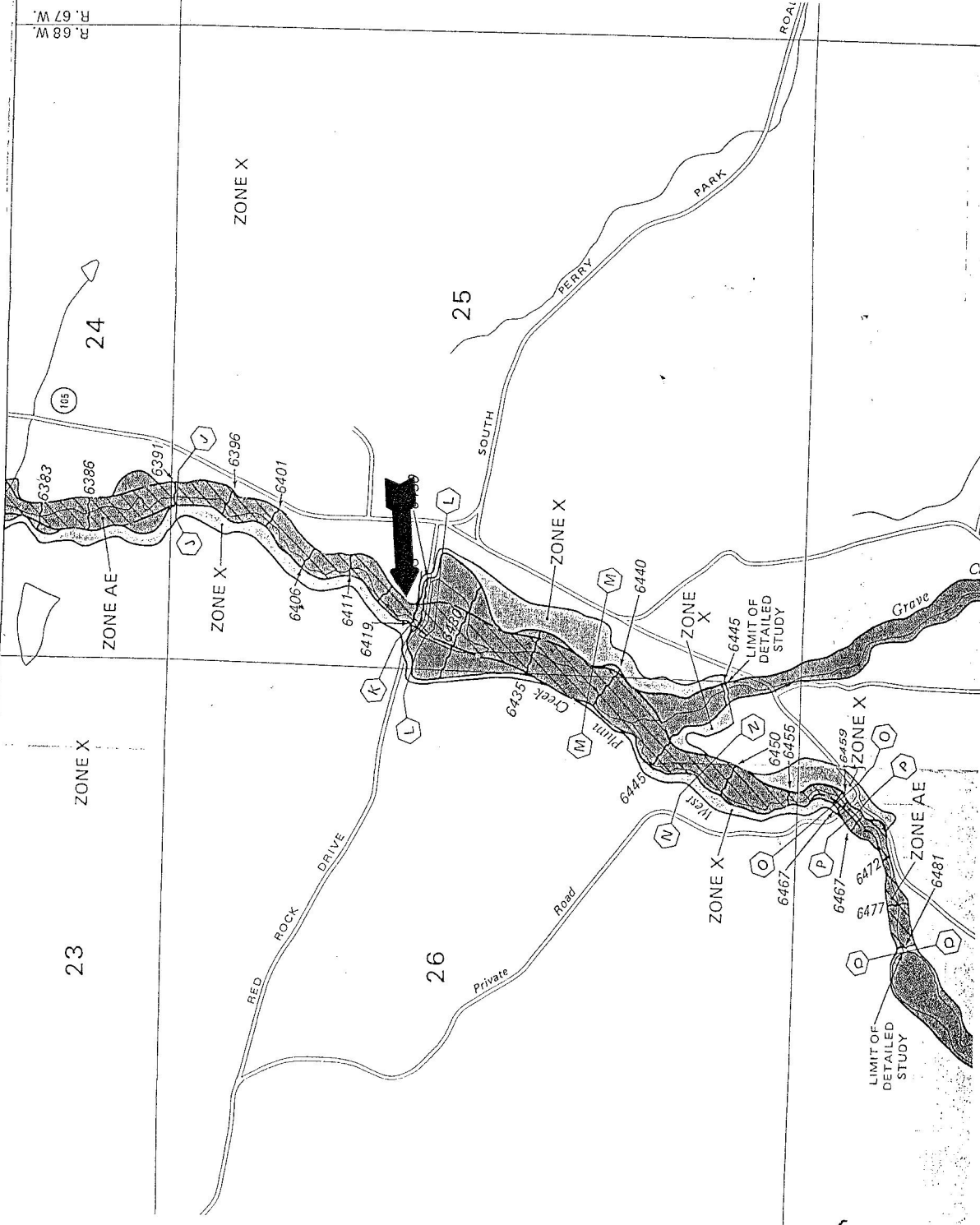
MAP REVISED:

SEPTEMBER 30, 1987



Federal Emergency Management Agency

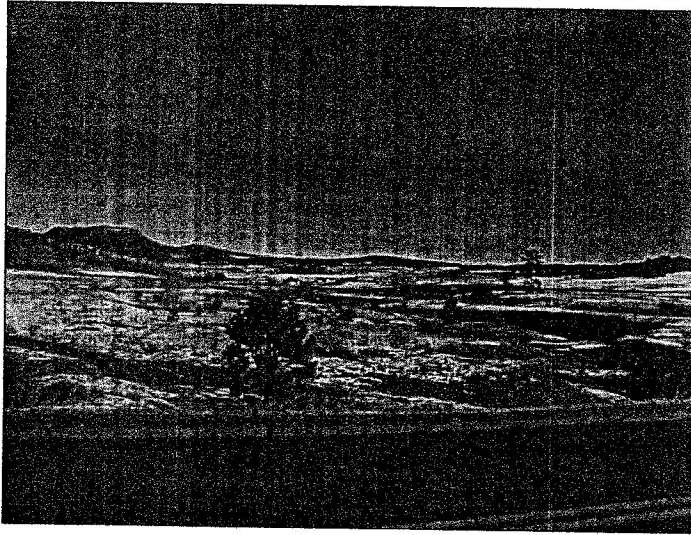
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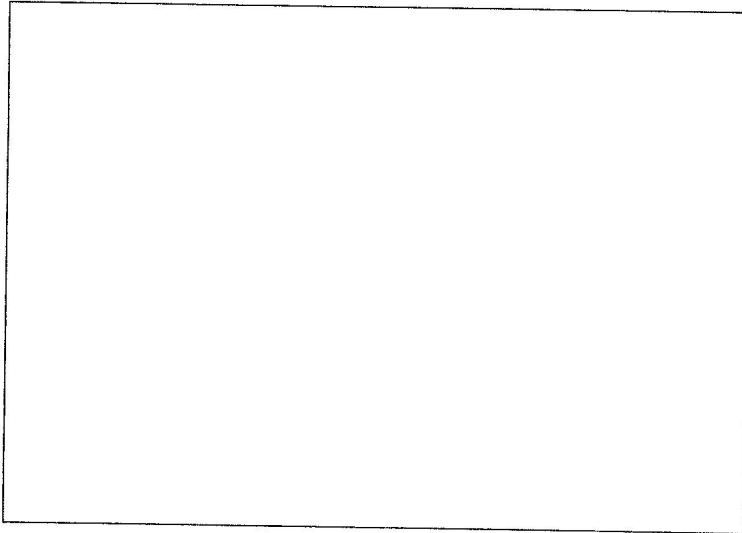
SUBJECT PHOTOGRAPH ADDENDUM

992575b

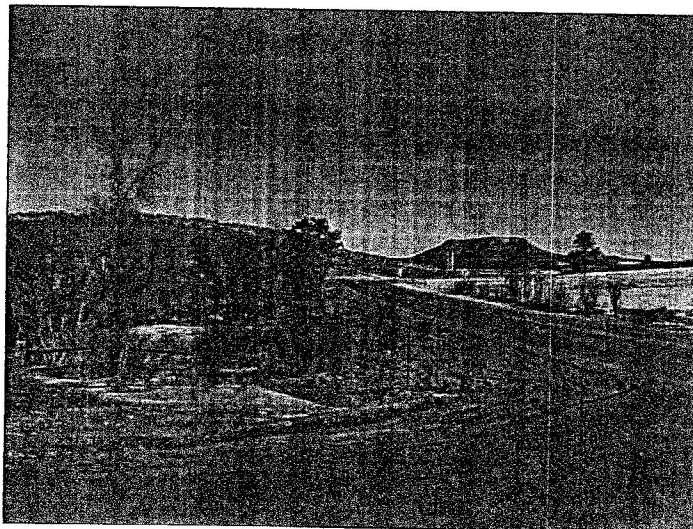
Borrower / Client Perry Park Metro District
Property Address Red Rock Drive
City Larkspur County Douglas State CO Zip Code 80118
Lender _____



FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY

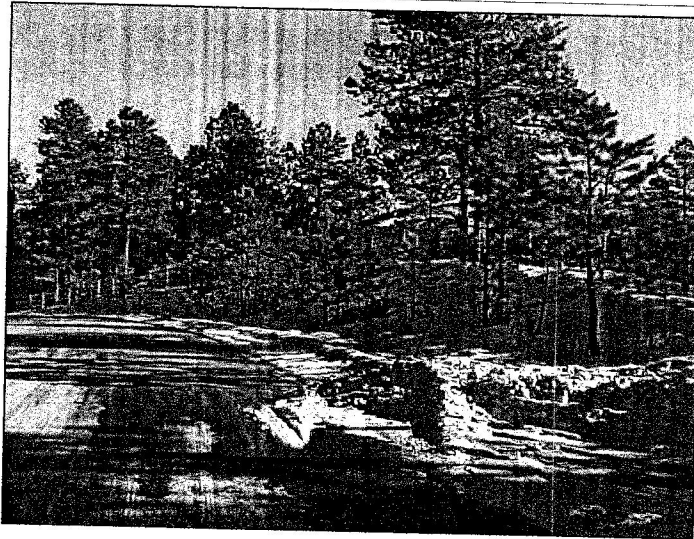


STREET SCENE

COMPARABLES PHOTOGRAPH ADDENDUM

992575b

Borrower / Client Perry Park Metro District
 Property Address Red Rock Drive
 City Larkspur County Douglas State CO Zip Code 80118
 Lender _____



COMPARABLE SALE # 1

Boreas Road

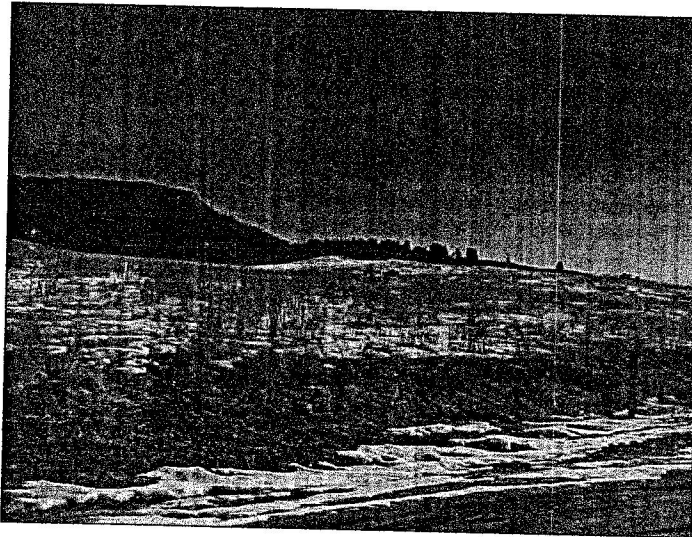
Larkspur

Date of Sale : 3/30/99 closed

Sale Price : 325,000

Sq. Ft. :

\$ / Sq. Ft. :



COMPARABLE SALE # 2

S. Perry Park Road

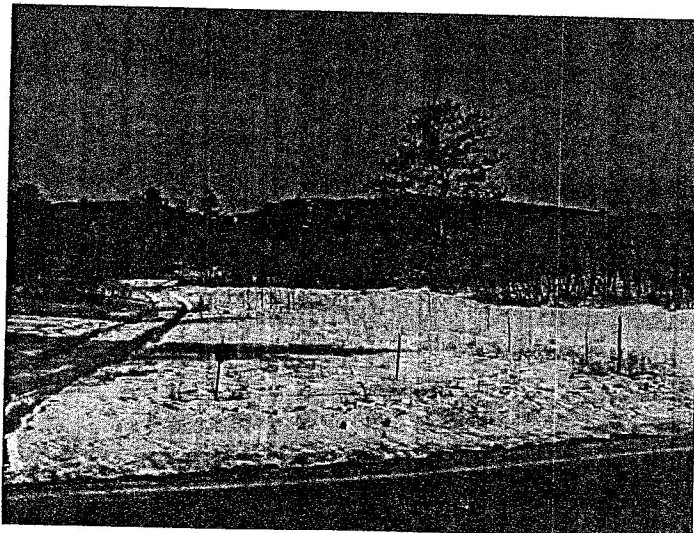
Sedalia

Date of Sale : 10/8/99 closed

Sale Price : 285,000

Sq. Ft. :

\$ / Sq. Ft. :



COMPARABLE SALE # 3

8665 Hwy 105 Tract A

Larkspur

Date of Sale : 4/16/99 closed

Sale Price : 251,000

Sq. Ft. :

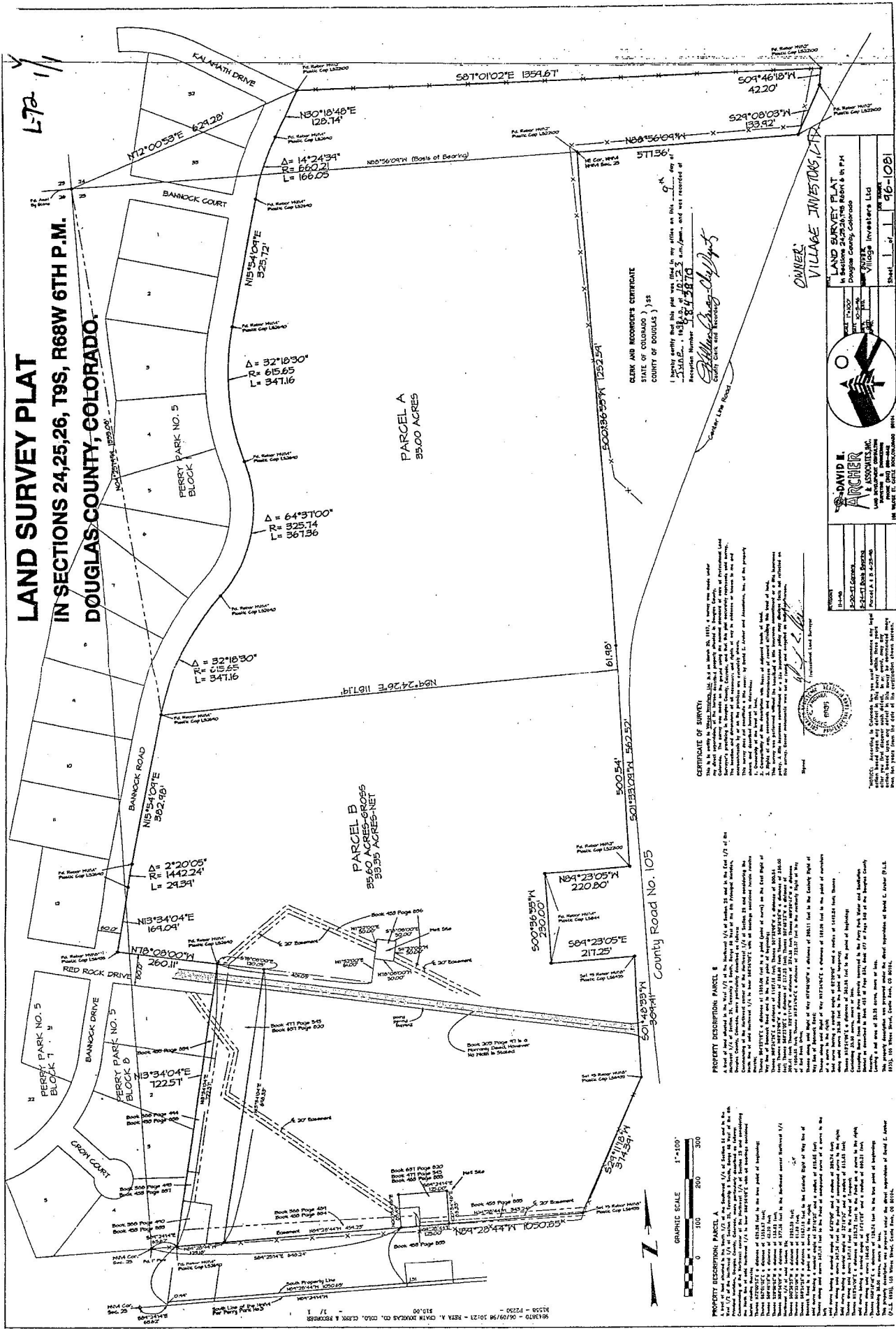
\$ / Sq. Ft. :

Appendix J

Land Survey Plat

LAND SURVEY PLAT

IN SECTIONS 24, 25, 26, T9S, R68W 6TH P.M.
DOUGLAS COUNTY, COLORADO



CLERK AND RECORDS CERTIFICATE
STATE OF COLORADO) ss
COUNTY OF DOUGLAS)
I hereby certify that this plat was filed in my office on this _____ day of _____, 19____, at _____ o'clock _____ a.m./p.m., and was received at _____ o'clock _____ a.m./p.m. of the same day.

Debbie Gray
County Clerk and Recorder

CERTIFICATE OF SURVEY
This is to certify that the survey shown on this plat was made under the authority of the State of Colorado, and that the same is a true and correct copy of the original survey as shown on the plat.

PROPERTY DESCRIPTION: PARCEL A
A part of the land situated in the NW 1/4 of Section 24, T9S, R68W 6TH P.M., Douglas County, Colorado, containing 35.00 acres, more or less, as shown on the plat.



OWNER VILLAGE INVESTORS, L.P.	
LAND SURVEY PLAT In Sections 24, 25, 26, T9S, R68W 6TH P.M. Douglas County, Colorado	
DATE 10/1/00	BY DAVID E. ARCHER
SIGNED DAVID E. ARCHER Surveyor	
FILED 10/1/00	
RECORDED 10/1/00	
INDEXED 10/1/00	
SERIALIZED 10/1/00	
FILED 10/1/00	

PROPERTY DESCRIPTION: PARCEL B
A part of the land situated in the NW 1/4 of Section 24, T9S, R68W 6TH P.M., Douglas County, Colorado, containing 95.60 acres gross, 93.55 acres net, as shown on the plat.