

RESOLUTION NO. 2011

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING AN AGREEMENT AMONG JEFFERSON
COUNTY, NURSERY ACRES LIMITED PARTNERSHIP, AND THE
CITY OF GOLDEN**

WHEREAS, the Urban Drainage and Flood Control District and Jefferson County are proposing a regional storm drainage facility in the Coors Technology Center business park; and

WHEREAS, the regional storm drainage facility design requires adjustment of the elevation of McIntyre Street and conveyance to Jefferson County of easement rights on property owned by Nursery Acres Limited Partnership, located on the east side of McIntyre Street; and

WHEREAS, as part of the easement agreement to convey easement rights from Nursery Acres Limited Partnership to Jefferson County, the county has requested the ability to temporarily divert storm drainage from property owned by Nursery Acres Limited Partnership into the project detention pond; and

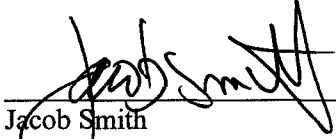
WHEREAS, such temporary diversion of storm drainage requires approval by the City of Golden City Council.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:


City Council authorizes the Nursery Acres Limited Agreement, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute such an agreement.

Adopted this 19th day of November, 2009.






Jacob Smith
Mayor



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

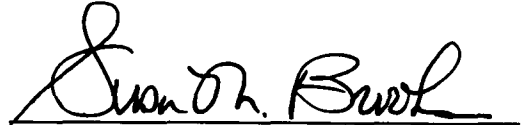


David S. Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 19th day of November, A.D., 2009.



ATTEST:


Susan M. Brooks, City Clerk of the City of
Golden, Colorado

NURSERY ACRES LIMITED AGREEMENT

THIS NURSERY ACRES LIMITED AGREEMENT (this "Agreement"), dated for reference purposes only this ___ day of _____, 2009, is by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the "County"), the CITY OF GOLDEN, a body politic and corporate (the "City"), and NURSERY ACRES LIMITED PARTNERSHIP, a Colorado limited partnership (the "Owner"). The County, the City and the Owner shall be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, the Owner owns certain real property described as _____ (the "Property");

WHEREAS, the County, in conjunction with the City and the Urban Drainage and Flood Control District, are undertaking a construction project to make certain improvements to the drainage and flood control measures for the McIntyre Outfall at Swamp Angel Detention Basin (the "Project");

WHEREAS, the County needs to obtain the dedication of certain rights-of-way and easements from the Owner before the Project can proceed;

WHEREAS, construction on the Project is anticipated to begin on or about December 15, 2009; and

WHEREAS, the Owner desires to dedicate certain rights-of-way and easements to the County in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Owner, the County and the City agree as follows:

1. THE OWNERS' OBLIGATIONS.

A. Simultaneous with the execution of this Agreement, the Owner shall sign and dedicate to the County at no cost, the following rights-of-way and easements to accommodate the Project:

- i. The right-of-way as more specifically set forth in the General Warranty Deed attached hereto as Exhibit A;
- ii. The right-of-way as more specifically set forth in the General Warranty Deed attached hereto as Exhibit B; and

- iii. A temporary construction easement as more particularly set forth in the Temporary Construction Easement attached hereto as Exhibit C.

B. At the County's option and in coordination with the Project's contractors, the Owner will permit the contractors for the Project to deposit up to 25,000 cubic yards of excess excavated soil, as more particularly described in Section 2(E)(ii) below, on the Property at a location to be designated by the Owner.

2. THE COUNTY'S OBLIGATIONS.

A. The County will require the Project's contractors to break any existing concrete flatwork on the Property that is within the limits of construction for the Project into 3 inch or smaller pieces and to stockpile such flatwork at a location designated by the Owner on the Owner's Property.

B. Upon completion of the Project, the County will reset or replace the existing gate and any portions of the Owner's fence that is damaged by construction associated with this Project.

C. The County will protect and replace, if necessary, any of the Owner's trees damaged by construction associated with the Project.

D. Upon completion of the Project, the County will reconstruct the Owner's driveway in conformance with County standards and as more particularly set forth in the Construction Plans for the Project, Sheet # 36 – Driveway Plan and Profile, which is available from the County upon request. The County agrees that during such reconstruction the width of the driveway will be extended to 35 feet and the surface will consist of 4 inches of hot bituminous pavement over 8 inches of Class 6 aggregate base course or its structural equivalent.

E. During the construction of the Project, the County, through its Project contractor, will have the option to elect to place excess excavated soil on the Owner's Property as set forth in Section 1(B) above. If the County and the Project contractor elect to place such excess excavated soil on the Owner's Property, the following conditions will be met by the County:

- i. The County will obtain all permits and verify that all storm water management and erosion control measures are in place prior to placement of the excess excavated soil on the Owner's Property. After completion of construction associated with the Project, the Owner will assume responsibility for all maintenance of all storm water management and erosion control measures on the Property.
- ii. Fill material deposited on the Owner's Property will be clean fill soil, free of cobbles and compactable utilizing standard soil

compaction techniques. The County assumes no responsibility for compaction of fill soils deposited in conjunction with this Project.

F. The County shall install a casing pipe under a portion of McIntyre Street for the future discharge of storm water for the Property into the Swamp Angel Detention Basin. The Owner's engineer shall submit preliminary plans to the County relating to the Owner's proposed location and size of the casing pipe (the "Casing Plans"). Upon receipt of such Casing Plans, the County shall have 14 calendar days to review and approve of such Casing Plans. In the event the County disapproves the Casing Plans, the County shall send written notice to the Owner of the reasons for disapproval, and the Owner's engineer shall submit revised Casing Plans to address the County's concerns. Once the Casing Plans are approved in accordance with this section, the County shall commence installation of the casing pipe as described in the approved Casing Plans.

3. STORM WATER DISCHARGE.

A. The County and the City will allow the Owner of the Property to discharge up to 2.1 cubic feet per second of storm water into the Swamp Angel facilities or the McIntyre Street outfall storm sewer at the time the Property is developed. This discharge of storm water runoff shall be considered temporary and subject to the following conditions:

- i. The developer of the Property will be responsible for the design, installation and maintenance of all facilities associated with the conveyance and discharge of storm water into the Swamp Angel facilities or the McIntyre Street outfall storm sewer, and all such facilities shall comply with all applicable federal, state and local laws, regulations, rules, or ordinances in effect at such time.
- ii. The discharge of storm water into the Swamp Angel facilities or the McIntyre Street outfall storm sewer shall be suspended at the time of the construction of an alternative storm drainage system capable of accommodating storm water runoff from the Property.

4. MISCELLANEOUS PROVISIONS.

A. Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement and venue shall be in the County of Jefferson, State of Colorado.

B. Further Assurances. Each Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other reasonable actions, as such other Party may reasonably deem necessary or desirable to complete the work contemplated by this Agreement.

C. Expenses. Except as otherwise provided in this Agreement, each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement.

D. Notices. Any notice or communication given pursuant to this Agreement shall be given in writing, either in person (deemed given when actually received) or by certified mail, return receipt requested (deemed given at the time indicated on the completed return receipt). Notice shall be given to the Parties at the following addresses:

The Owner:

Nursery Acres Limited Partnership
9010 South Santa Fe Drive
Littleton, CO 80125

The County:

Director, Division of Highways and Transportation
100 Jefferson County Parkway, Suite 3500
Golden, Colorado 80419

with a copy to:

Jefferson County Attorney
100 Jefferson County Parkway
Golden, Colorado 80419-5500

The City:

City of Golden - Mayor
911 Tenth Street
Golden, CO 80401

with a copy to:

City of Golden - City Attorney
911 Tenth Street
Golden, CO 80401

The Parties shall give written notice of any change of address.

E. Amendment. This Agreement may not be modified or amended except by written agreement of the Parties.

F. Compliance with the Laws. The Parties shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, or ordinances that affect those employed or engaged by it, the materials or

equipment used or the conduct of the work described in this Agreement and shall procure any and all necessary approvals, licenses and permits, all at its own expense.

G. Waiver. No waiver by any Party of any provision of this Agreement, whether intentional or not, is valid unless the same is in writing and signed by the Party making such waiver.

H. Entire Agreement. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the Parties may amend this Agreement.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

J. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

K. Officials Not to Benefit. No member of the County government, commissioners or individual elected officers shall receive any share or part of this Agreement or any benefit that may arise therefrom.

L. Relationship. With respect to work provided for under this Agreement, each Party is an independent contractor and is not an agent or representative of the other Party. Nothing in this Agreement is deemed to create a partnership, joint venture, or other similar relationship.

M. Incorporation of Exhibits. All Exhibits to this Agreement are incorporated into this Agreement by reference and are made a part of this Agreement.

N. No Third Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person other than the Parties and each of their permitted assigns.

O. Specifically Enforceable. It is mutually agreed that any Party has the authority to bring an action in Jefferson County District court to compel enforcement of this Agreement.

[The remainder of this page is intentionally left blank.]

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

APPROVED AS TO FORM:

By: _____
City Attorney

THE OWNER:

NURSERY ACRES LIMITED PARTNERSHIP

By: _____
Name/Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing NURSERY ACRES LIMITED AGREEMENT was acknowledged
before me this _____ day of _____, 2009, by _____, as
_____.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

Exhibit A

GENERAL WARRANTY DEED
D 09 - _____ DE
Jefferson County H&T Project # 3623
Swamp Angel Project

THIS DEED, made this _____ day of _____, 200____, is between **NURSERY ACRES LIMITED PARTNERSHIP**, a Colorado limited partnership ("Grantor"), whose legal address is 9010 South Santa Fe Drive, Littleton, Colorado 80125, and the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado, whose legal address is 100 Jefferson County Parkway, Golden, Colorado 80419 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents remise, release, sell, and convey unto the Grantee, its successors and assigns forever, the real property, together with improvements, if any, described on **Exhibit A** attached hereto and incorporated by reference (the "Property"), lying and being in the County of Jefferson, State of Colorado.

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

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor, for itself and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the Property, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind and nature whatsoever.

The Grantor shall and will WARRANT AND FOREVER DEFEND the Property 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.

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

GRANTOR:

NURSERY ACRES LIMITED PARTNERSHIP

By: _____

Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing General Warranty Deed was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of Nursery Acres Limited Partnership, a Colorado limited partnership, Grantor.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

THE WITHIN DEED IS ACCEPTED THIS ____ DAY OF _____, 200__.

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
J. Kevin McCasky, Chairman
Board of County Commissioners

APPROVED AS TO FORM:

Assistant County Attorney

Exhibit B

GENERAL WARRANTY DEED
D 09 - _____ DE
Jefferson County H&T Project # 3623
Swamp Angel Project

THIS DEED, made this _____ day of _____, 200____, is between **NURSERY ACRES LIMITED PARTNERSHIP**, a Colorado limited partnership ("Grantor"), whose legal address is 9010 South Santa Fe Drive, Littleton, Colorado 80125, and the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado, whose legal address is 100 Jefferson County Parkway, Golden, Colorado 80419 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents remise, release, sell, and convey unto the Grantee, its successors and assigns forever, the real property, together with improvements, if any, described on **Exhibit A** attached hereto and incorporated by reference (the "Property"), lying and being in the County of Jefferson, State of Colorado.

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

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor, for itself and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the Property, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind and nature whatsoever.

The Grantor shall and will WARRANT AND FOREVER DEFEND the Property 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.

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

GRANTOR:

NURSERY ACRES LIMITED PARTNERSHIP

By: _____

Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing General Warranty Deed was acknowledged before me this _____ day of _____, 200____, by _____, as _____ of Nursery Acres Limited Partnership, a Colorado limited partnership, Grantor.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

THE WITHIN DEED IS ACCEPTED THIS _____ DAY OF _____, 200____.

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
J. Kevin McCasky, Chairman
Board of County Commissioners

APPROVED AS TO FORM:

Assistant County Attorney

Exhibit C

TEMPORARY CONSTRUCTION EASEMENT DEED

Case No. ED _____ - 2009
Jefferson County Project # 3623

KNOW ALL MEN BY THESE PRESENTS, that **NURSERY ACRES LIMITED PARTNERSHIP**, a Colorado limited partnership, (the "Grantor") in consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to the **County of Jefferson**, a body politic and corporate under the laws of the State of Colorado, whose address is 100 Jefferson County Parkway, Golden, Colorado 80419, (the "Grantee"), and its successors and assigns, a temporary and non-exclusive easement for all activities necessary to construct, install and inspect the Jefferson County Project 3623, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement, on, under, over and across the following described parcel:

See Exhibit "A" attached hereto and made a part hereof by this reference.

This Temporary Construction Easement is for a period of twelve (12) months, beginning at the time that the Contractor enters the property to begin construction. This easement shall terminate at the end of that 12-month period or May 31, 2011, which ever comes first.

Grantor shall not be liable to the County or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by the County, its contractors or subcontractors, failure to maintain the Easement, or by reason of any act or thing done or omitted to be done during the term of the easement, by the County, its contractors or subcontractor.

During the Grantee's use of the easement area, Grantee shall use reasonable efforts to keep open the existing access to the Grantor's property.

GRANTOR:

NURSERY ACRES LIMITED PARTNERSHIP

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____ of Nursery Acres Limited Partnership, Grantor. WITNESS my hand and official seal.

My Commission expires:

Notary Public

THIS DEED IS ACCEPTED THIS _____ DAY OF _____, 2009.

COUNTY OF JEFFERSON, STATE OF COLORADO

By: _____
J. Kevin McCasky, Chairman,
Board of County Commissioners

Approved as to Form:

Assistant County Attorney

NURSERY ACRES LIMITED AGREEMENT

THIS NURSERY ACRES LIMITED AGREEMENT (this "Agreement"), dated for reference purposes only this 4th day of December, 2009, is by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the "County"), the CITY OF GOLDEN, a body politic and corporate (the "City"), and NURSERY ACRES LIMITED PARTNERSHIP, a Colorado limited partnership (the "Owner"). The County, the City and the Owner shall be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, the Owner owns certain real property described as 4998, 5000, and 5010 McIntyre Street, Golden, CO 80403 (the "Property");

WHEREAS, the County, in conjunction with the City and the Urban Drainage and Flood Control District, are undertaking a construction project to make certain improvements to the drainage and flood control measures for the McIntyre Outfall at Swamp Angel Detention Basin (the "Project");

WHEREAS, the County needs to obtain the dedication of certain rights-of-way and easements from the Owner before the Project can proceed;

WHEREAS, construction on the Project is anticipated to begin on or about December 15, 2009; and

WHEREAS, the Owner desires to dedicate certain rights-of-way and easements to the County in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Owner, the County and the City agree as follows:

1. THE OWNERS' OBLIGATIONS.

A. Simultaneous with the execution of this Agreement, the Owner shall sign and dedicate to the County at no cost, the following rights-of-way and easements to accommodate the Project:

- i. The right-of-way as more specifically set forth in the General Warranty Deed attached hereto as Exhibit A;
- ii. The right-of-way as more specifically set forth in the General Warranty Deed attached hereto as Exhibit B; and

- iii. A temporary construction easement as more particularly set forth in the Temporary Construction Easement attached hereto as Exhibit C.

B. At the County's option and in coordination with the Project's contractors, the Owner will permit the contractors for the Project to deposit up to 25,000 cubic yards of excess excavated soil, as more particularly described in Section 2(E)(ii) below, on the Property at a location to be designated by the Owner.

2. THE COUNTY'S OBLIGATIONS.

A. The County will require the Project's contractors to break any existing concrete flatwork on the Property that is within the limits of construction for the Project into 3 inch or smaller pieces and to stockpile such flatwork at a location designated by the Owner on the Owner's Property.

B. Upon completion of the Project, the County will reset or replace the existing gate and any portions of the Owner's fence that is damaged by construction associated with this Project.

C. The County will protect and replace, if necessary, any of the Owner's trees damaged by construction associated with the Project.

D. Upon completion of the Project, the County will reconstruct the Owner's driveway in conformance with County standards and as more particularly set forth in the Construction Plans for the Project, Sheet # 36 – Driveway Plan and Profile, which is available from the County upon request. The County agrees that during such reconstruction the width of the driveway will be extended to 35 feet and the surface will consist of 4 inches of hot bituminous pavement over 8 inches of Class 6 aggregate base course or its structural equivalent.

E. During the construction of the Project, the County, through its Project contractor, will have the option to elect to place excess excavated soil on the Owner's Property as set forth in Section 1(B) above. If the County and the Project contractor elect to place such excess excavated soil on the Owner's Property, the following conditions will be met by the County:

- i. The County will obtain all permits and verify that all storm water management and erosion control measures are in place prior to placement of the excess excavated soil on the Owner's Property. After completion of construction associated with the Project, the Owner will assume responsibility for all maintenance of all storm water management and erosion control measures on the Property.
- ii. Fill material deposited on the Owner's Property will be clean fill soil, free of cobbles and compactable utilizing standard soil

compaction techniques. The County assumes no responsibility for compaction of fill soils deposited in conjunction with this Project.

F. The County shall install a casing pipe under a portion of McIntyre Street for the future discharge of storm water for the Property into the Swamp Angel Detention Basin. The Owner's engineer shall submit preliminary plans to the County relating to the Owner's proposed location and size of the casing pipe (the "Casing Plans"). Upon receipt of such Casing Plans, the County shall have 14 calendar days to review and approve of such Casing Plans. In the event the County disapproves the Casing Plans, the County shall send written notice to the Owner of the reasons for disapproval, and the Owner's engineer shall submit revised Casing Plans to address the County's concerns. Once the Casing Plans are approved in accordance with this section, the County shall commence installation of the casing pipe as described in the approved Casing Plans.

3. STORM WATER DISCHARGE.

A. The County and the City will allow the Owner of the Property to discharge up to 2.1 cubic feet per second of storm water into the Swamp Angel facilities or the McIntyre Street outfall storm sewer at the time the Property is developed. This discharge of storm water runoff shall be considered temporary and subject to the following conditions:

- i. The developer of the Property will be responsible for the design, installation and maintenance of all facilities associated with the conveyance and discharge of storm water into the Swamp Angel facilities or the McIntyre Street outfall storm sewer, and all such facilities shall comply with all applicable federal, state and local laws, regulations, rules, or ordinances in effect at such time.
- ii. The discharge of storm water into the Swamp Angel facilities or the McIntyre Street outfall storm sewer shall be suspended at the time of the construction of an alternative storm drainage system capable of accommodating storm water runoff from the Property.

4. MISCELLANEOUS PROVISIONS.

A. Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement and venue shall be in the County of Jefferson, State of Colorado.

B. Further Assurances. Each Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other reasonable actions, as such other Party may reasonably deem necessary or desirable to complete the work contemplated by this Agreement.

C. Expenses. Except as otherwise provided in this Agreement, each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement.

D. Notices. Any notice or communication given pursuant to this Agreement shall be given in writing, either in person (deemed given when actually received) or by certified mail, return receipt requested (deemed given at the time indicated on the completed return receipt). Notice shall be given to the Parties at the following addresses:

The Owner:

Nursery Acres Limited Partnership
9010 South Santa Fe Drive
Littleton, CO 80125

The County:

Director, Division of Highways and Transportation
100 Jefferson County Parkway, Suite 3500
Golden, Colorado 80419

with a copy to:

Jefferson County Attorney
100 Jefferson County Parkway
Golden, Colorado 80419-5500

The City:

City of Golden - Mayor
911 Tenth Street
Golden, CO 80401

with a copy to:

City of Golden - City Attorney
911 Tenth Street
Golden, CO 80401

The Parties shall give written notice of any change of address.

E. Amendment. This Agreement may not be modified or amended except by written agreement of the Parties.

F. Compliance with the Laws. The Parties shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, or ordinances that affect those employed or engaged by it, the materials or

equipment used or the conduct of the work described in this Agreement and shall procure any and all necessary approvals, licenses and permits, all at its own expense.

G. Waiver. No waiver by any Party of any provision of this Agreement, whether intentional or not, is valid unless the same is in writing and signed by the Party making such waiver.

H. Entire Agreement. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the Parties may amend this Agreement.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

J. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

K. Officials Not to Benefit. No member of the County government, commissioners or individual elected officers shall receive any share or part of this Agreement or any benefit that may arise therefrom.

L. Relationship. With respect to work provided for under this Agreement, each Party is an independent contractor and is not an agent or representative of the other Party. Nothing in this Agreement is deemed to create a partnership, joint venture, or other similar relationship.

M. Incorporation of Exhibits. All Exhibits to this Agreement are incorporated into this Agreement by reference and are made a part of this Agreement.

N. No Third Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person other than the Parties and each of their permitted assigns.

O. Specifically Enforceable. It is mutually agreed that any Party has the authority to bring an action in Jefferson County District court to compel enforcement of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

COUNTY OF JEFFERSON
STATE OF COLORADO

By: [Signature]
J. Kevin McCasky, Chairman
Board of County Commissioners

Date: 11-10-09

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing NURSERY ACRES LIMITED AGREEMENT was acknowledged before me this 10th day of November, 2009, by J. Kevin McCasky, as Chairman of the Jefferson County Board of County Commissioners.

WITNESS my hand and official seal.
My Commission expires: May 23, 2011

[Signature]
Notary Public

APPROVED AS TO FORM:

By: [Signature]
Kourtney Hartmann
Assistant County Attorney



JANICE M. FREDRICKSEN
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES

CITY OF GOLDEN
STATE OF COLORADO

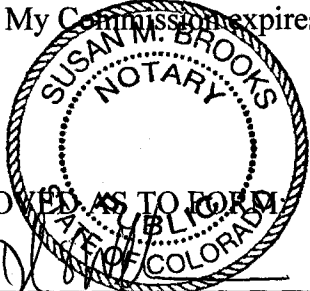
By: Jacob Smith
Mayor

Date: 12/4/09

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing NURSERY ACRES LIMITED AGREEMENT was acknowledged before me this 4th day of December, 2009, by Jacob Smith as Mayor of the City of Golden.

WITNESS my hand and official seal
My Commission expires: 10/06/2013
Susan Brooks
Notary Public



APPROVED AS TO FORM
By: [Signature]
City Attorney

NURSERY ACRES LIMITED PARTNERSHIP

By: [Signature]
Name: Kenneth A. Jeronimus
Title: Pres of GSA members PTH

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson

The foregoing NURSERY ACRES LIMITED AGREEMENT was acknowledged before me this 18 day of Nov., 2009, by Kenneth Albert, as President of General Partner of Nursery Acres Limited Partnership. Jerominus

WITNESS my hand and official seal.
My Commission expires: 4-13-10
Julio A. Jaynecht
Notary Public

GENERAL WARRANTY DEED
D 09 - _____ DE
Jefferson County H&T Project # 3623
Swamp Angel Project

THIS DEED, made this _____ day of _____, 200____, is between **NURSERY ACRES LIMITED PARTNERSHIP**, a Colorado limited partnership ("Grantor"), whose legal address is 9010 South Santa Fe Drive, Littleton, Colorado 80125, and the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado, whose legal address is 100 Jefferson County Parkway, Golden, Colorado 80419 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents remise, release, sell, and convey unto the Grantee, its successors and assigns forever, the real property, together with improvements, if any, described on **Exhibit A** attached hereto and incorporated by reference (the "Property"), lying and being in the County of Jefferson, State of Colorado.

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

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor, for itself and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the Property, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind and nature whatsoever.

The Grantor shall and will WARRANT AND FOREVER DEFEND the Property 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.

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

GRANTOR:

NURSERY ACRES LIMITED PARTNERSHIP

By: _____

Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing General Warranty Deed was acknowledged before me this _____ day of _____, 200____, by _____, as _____ of Nursery Acres Limited Partnership, a Colorado limited partnership, Grantor.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

THE WITHIN DEED IS ACCEPTED THIS _____ DAY OF _____, 200____.

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
J. Kevin McCasky, Chairman
Board of County Commissioners

APPROVED AS TO FORM:

Assistant County Attorney

SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 70 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
JEFFERSON, STATE OF COLORADO.

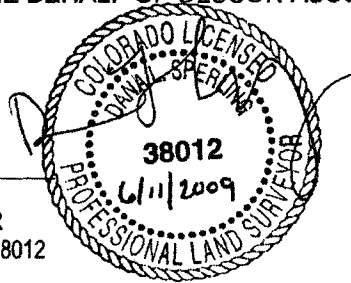
LEGAL DESCRIPTION:

A RIGHT-OF-WAY DEDICATION, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER MONUMENTED ON THE
NORTH BY A 2.5" BRASS CAP STAMPED PLS 17664 AND ON THE SOUTH BY A 3" BRASS CAP STAMPED
16398. SAID LINE BEARS NORTH 00°15'07" EAST, A DISTANCE OF 1326.69 FEET, WITH ALL BEARINGS
CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH SIXTEENTH CORNER OF SAID SECTION 13; THENCE SOUTH 00°15'07"
WEST, ALONG SAID WEST LINE, A DISTANCE OF 100.06 FEET; THENCE SOUTH 89°44'53" EAST,
PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 43.51 FEET TO A POINT ON THE NORTH LINE OF
BLOCK 10 OF NEW HAMPSHIRE GARDENS AND THE POINT OF BEGINNING; THENCE SOUTH 89°27'55"
EAST, ALONG SAID NORTH LINE, A DISTANCE OF 9.56 FEET; THENCE SOUTH 00°15'09" WEST,
DEPARTING SAID NORTH LINE, A DISTANCE OF 430.90 FEET TO THE SOUTH LINE OF SAID BLOCK 10;
THENCE NORTH 89°29'35" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 11.25 FEET; THENCE NORTH
00°28'39" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 430.90 FEET TO THE NORTH LINE OF
SAID BLOCK 10 AND THE POINT OF BEGINNING. CONTAINS 0.103 ACRES OR 4,485 SQUARE FEET, MORE
OR LESS.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.
PREPARED FOR AND ON THE BEHALF OF OLSSON ASSOCIATES BY:



DANA L. SPERLING
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38012

NOTE: THIS DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS
INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.

SHEET 1 OF 2

RIGHT-OF-WAY
DEDICATION

NEW HAMPSHIRE
GARDENS
BLOCK 10

OLSSON
ASSOCIATES

DATE: 6-7-09

DRAWN BY: BRK

CHECKED BY: DLS

PATH: F:\Projects\007-1431\SVYO-1431\USE....

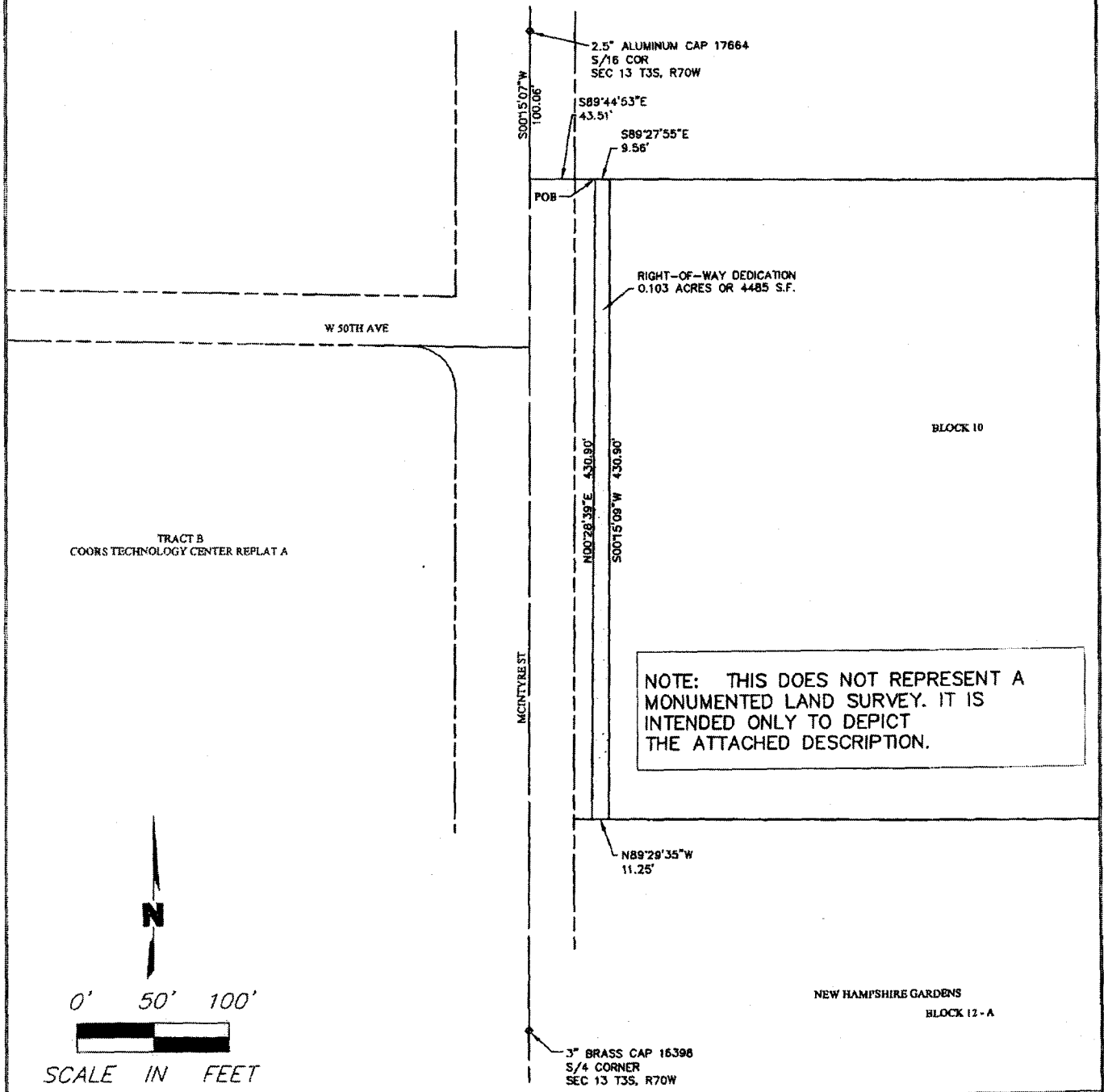
DRAWING NAME: \dwg\McINTYRE ESMTS.dwg

143 Union Boulevard, Suite 700
Lakewood, CO 80228-1826

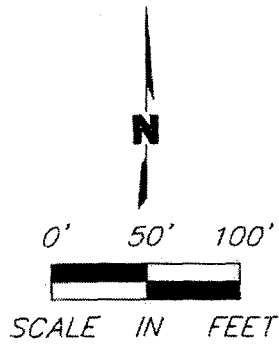
TEL 720.982.8072
FAX 720.962.6196

www.olsconsulting.com

SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 70 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
JEFFERSON, STATE OF COLORADO.



NOTE: THIS DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS
INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.



| | |
|---|--|
| SHEET 2 OF 2 | |
| DATE: 6-7-09 | |
| DRAWN BY: BRK | |
| CHECKED BY: DLS | |
| PATH: F:\Projects\007-1431\SVYO-1431\USE... | |
| DRAWING NAME: \dwg\MCINTYRE ESMTS.dwg | |

EXHIBIT:
RIGHT-OF-WAY
DEDICATION

NEW HAMPSHIRE
GARDENS
BLOCK 10

143 Union Boulevard, Suite 700
Lakewood, CO 80228-1825

TEL 720.962.6072
FAX 720.962.6195 www.oaconsulting.com

GENERAL WARRANTY DEED
D 09 - _____ DE
Jefferson County H&T Project # 3623
Swamp Angel Project

THIS DEED, made this _____ day of _____, 200____, is between **NURSERY ACRES LIMITED PARTNERSHIP**, a Colorado limited partnership ("Grantor"), whose legal address is 9010 South Santa Fe Drive, Littleton, Colorado 80125, and the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado, whose legal address is 100 Jefferson County Parkway, Golden, Colorado 80419 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents remise, release, sell, and convey unto the Grantee, its successors and assigns forever, the real property, together with improvements, if any, described on **Exhibit A** attached hereto and incorporated by reference (the "Property"), lying and being in the County of Jefferson, State of Colorado.

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

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor, for itself and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the Property, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind and nature whatsoever.

The Grantor shall and will WARRANT AND FOREVER DEFEND the Property 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.

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

GRANTOR:

NURSERY ACRES LIMITED PARTNERSHIP

By: _____

Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing General Warranty Deed was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of Nursery Acres Limited Partnership, a Colorado limited partnership, Grantor.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

THE WITHIN DEED IS ACCEPTED THIS ____ DAY OF _____, 200__.

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
J. Kevin McCasky, Chairman
Board of County Commissioners

APPROVED AS TO FORM:

Assistant County Attorney

SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 70 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
JEFFERSON, STATE OF COLORADO.

LEGAL DESCRIPTION:

A PRESCRIPTIVE RIGHT-OF-WAY, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER MONUMENTED ON THE
NORTH BY A 2.5" BRASS CAP STAMPED PLS 17664 AND ON THE SOUTH BY A 3" BRASS CAP STAMPED
16398. SAID LINE BEARS NORTH 00°15'07" EAST, A DISTANCE OF 1326.69 FEET, WITH ALL BEARINGS
CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH SIXTEENTH CORNER OF SAID SECTION 13; THENCE SOUTH 00°15'07"
WEST, ALONG SAID WEST LINE, A DISTANCE OF 99.99 FEET; THENCE SOUTH 89°44'53" EAST,
PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF
BLOCK 10 OF NEW HAMPSHIRE GARDENS AND THE POINT OF BEGINNING; THENCE SOUTH 89°27'55"
EAST, ALONG THE NORTH LINE OF SAID BLOCK 10, A DISTANCE OF 13.51 FEET; THENCE SOUTH
00°28'39" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 430.90 FEET TO THE SOUTH LINE OF
SAID BLOCK 10; THENCE NORTH 89°29'35" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 11.82 FEET
TO THE SOUTHWEST CORNER OF SAID BLOCK 10; THENCE NORTH 00°15'07" EAST, ALONG THE WEST
LINE OF SAID BLOCK 10, A DISTANCE OF 430.91 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 10
AND THE POINT OF BEGINNING. CONTAINS 0.125 ACRES OR 5,457 SQUARE FEET, MORE OR LESS.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.
PREPARED FOR AND ON THE BEHALF OF OLSSON ASSOCIATES BY:

DANA L. SPERLING
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38012



NOTE: THIS DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS
INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.

SHEET 1 OF 2

DATE: 6-7-09

DRAWN BY: BRK

CHECKED BY: DLS

PATH: F:\Projects\007-1431\SVY0-1431\USE...

DRAWING NAME: \dwg\MCINTYRE ESMTS.dwg

PRESCRIPTIVE
RIGHT-OF-WAY

NEW HAMPSHIRE
GARDENS
BLOCK 10

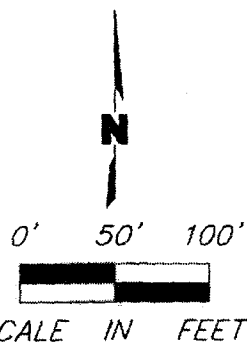
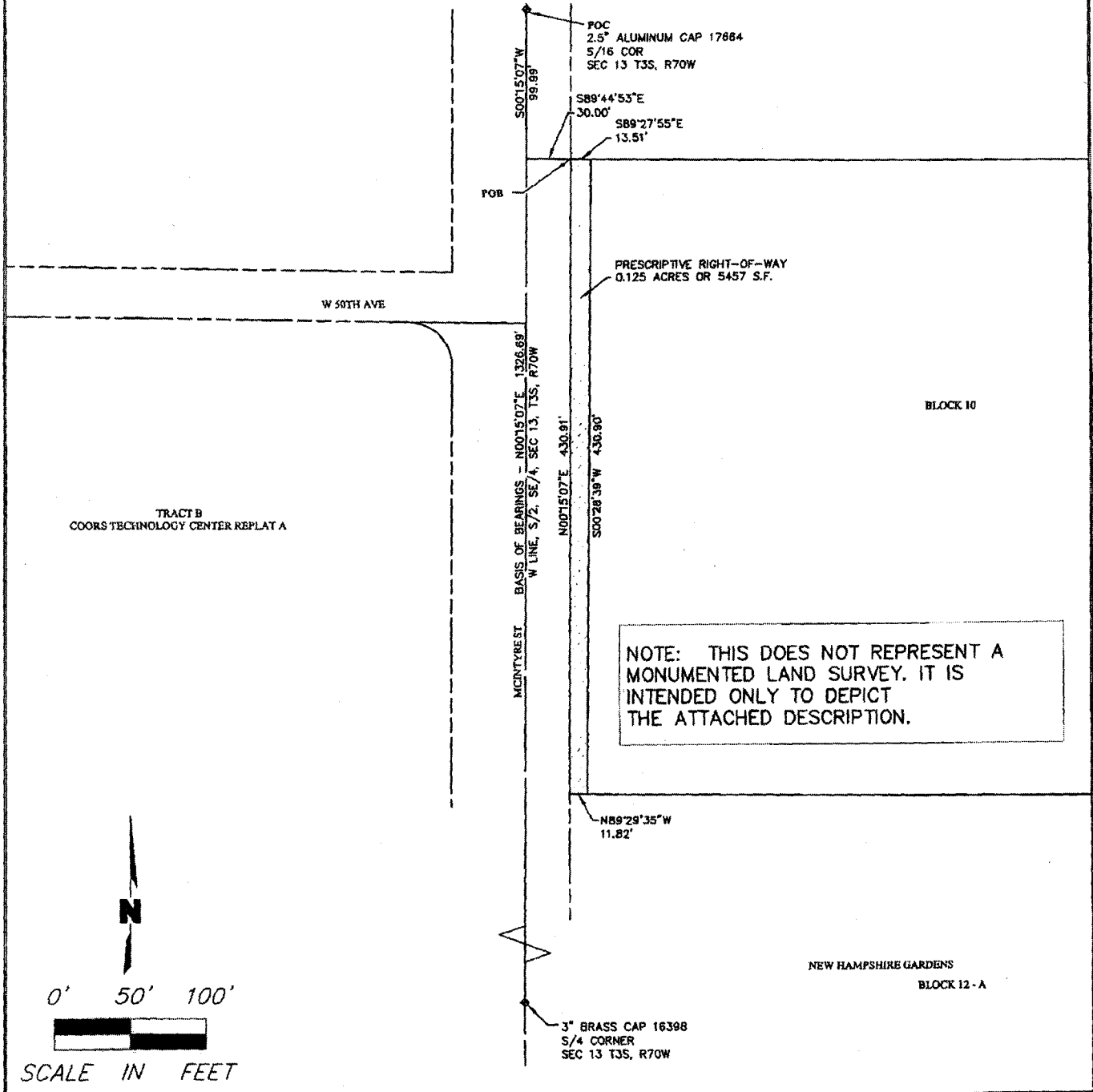
OLSSON
ASSOCIATES

143 Union Boulevard, Suite 703
Lakewood, CO 80226-1825

TEL 720.962.6072
FAX 720.962.5195

www.olsonconsulting.com

SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 70 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
JEFFERSON, STATE OF COLORADO.



NOTE: THIS DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS
INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.

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| SHEET 2 OF 2 | |
| DATE: 6-7-09 | |
| DRAWN BY: BRK | |
| CHECKED BY: DLS | |
| PATH: F:\Projects\007-1431\SVYO-1431\USE.... | |
| DRAWING NAME: \dwg\MCINTYRE ESMTS.dwg | |

EXHIBIT:
**PRESCRIPTIVE
RIGHT-OF-WAY**

**NEW HAMPSHIRE
GARDENS
BLOCK 10**



**MOLSSON
ASSOCIATES**

143 Union Boulevard, Suite 700 TEL 720.962.6072
Lafewood, CO 80228-1825 FAX 720.962.6195 www.oecconsulting.com

TEMPORARY CONSTRUCTION EASEMENT DEED

Case No. ED _____ - 2009

Jefferson County Project # 3623

KNOW ALL MEN BY THESE PRESENTS, that **NURSERY ACRES LIMITED PARTNERSHIP**, a Colorado limited partnership, (the "Grantor") in consideration of **ONE DOLLAR** (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to the **County of Jefferson**, a body politic and corporate under the laws of the State of Colorado, whose address is 100 Jefferson County Parkway, Golden, Colorado 80419, (the "Grantee"), and its successors and assigns, a temporary and non-exclusive easement for all activities necessary to construct, install and inspect the Jefferson County Project 3623, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement, on, under, over and across the following described parcel:

See Exhibit "A" attached hereto and made a part hereof by this reference.

This Temporary Construction Easement is for a period of twelve (12) months, beginning at the time that the Contractor enters the property to begin construction. This easement shall terminate at the end of that 12-month period or May 31, 2011, which ever comes first.

Grantor shall not be liable to the County or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by the County, its contractors or subcontractors, failure to maintain the Easement, or by reason of any act or thing done or omitted to be done during the term of the easement, by the County, its contractors or subcontractor.

During the Grantee's use of the easement area, Grantee shall use reasonable efforts to keep open the existing access to the Grantor's property.

GRANTOR:

NURSERY ACRES LIMITED PARTNERSHIP

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____ of Nursery Acres Limited Partnership, Grantor. WITNESS my hand and official seal.

My Commission expires:

Notary Public

THIS DEED IS ACCEPTED THIS _____ DAY OF _____, 2009.

COUNTY OF JEFFERSON, STATE OF COLORADO

By: _____
J. Kevin McCasky, Chairman,
Board of County Commissioners

Approved as to Form:

Assistant County Attorney

SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 70 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
JEFFERSON, STATE OF COLORADO.

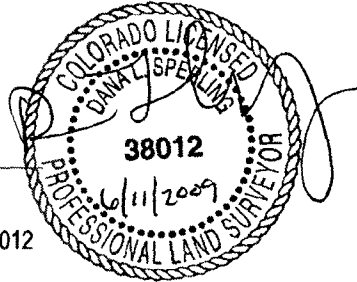
LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL
MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEARINGS ARE BASED ON THE WEST LINE OF SAID SOUTHWEST QUARTER MONUMENTED ON THE
NORTH BY A 2.5" BRASS CAP STAMPED PLS 17664 AND ON THE SOUTH BY A 3" BRASS CAP STAMPED
16398. SAID LINE BEARS NORTH 00°15'07" EAST, A DISTANCE OF 1326.69 FEET, WITH ALL BEARINGS
CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH SIXTEENTH CORNER OF SAID SECTION 13; THENCE SOUTH 05°27'20"
EAST A DISTANCE OF 533.65 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 10 OF NEW HAMPSHIRE
GARDENS AND THE POINT OF BEGINNING; THENCE NORTH 00°15'09" EAST, DEPARTING SAID SOUTH
LINE, A DISTANCE OF 110.56 FEET; THENCE SOUTH 88°03'37" EAST A DISTANCE OF 81.98 FEET; THENCE
SOUTH 00°16'30" EAST A DISTANCE OF 80.38 FEET; THENCE SOUTH 69°46'32" WEST A DISTANCE OF
22.70 FEET; THENCE NORTH 81°49'25" WEST A DISTANCE OF 51.93 FEET; THENCE SOUTH 00°07'00"
WEST A DISTANCE OF 15.58 FEET; THENCE SOUTH 83°28'29" EAST A DISTANCE OF 77.23 FEET; THENCE
SOUTH 00°00'29" WEST A DISTANCE OF 3.35 FEET TO SAID SOUTH LINE; THENCE NORTH 89°29'35" WEST,
ALONG SAID SOUTH LINE, A DISTANCE OF 86.81 FEET TO THE POINT OF BEGINNING. CONTAINS 0.181
ACRES OR 7,870 SQUARE FEET, MORE OR LESS.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.
PREPARED FOR AND ON THE BEHALF OF OLSSON ASSOCIATES BY:



DANA L. SPERLING
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38012

NOTE: THIS DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS
INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.

SHEET 1 OF 2

TEMPORARY
CONSTRUCTION EASEMENT

NEW HAMPSHIRE
GARDENS
BLOCK 10

OLSSON
ASSOCIATES

DATE: 6-7-09
DRAWN BY: BRK
CHECKED BY: DLS
PATH: F:\Projects\007-1431\SVYG-1431\USE...
DRAWING NAME: \dwg\MCINTYRE ESMTS.dwg

143 Union Boulevard, Suite 700
Lakewood, CO 80229-1825
TEL 720.962.6072
FAX 720.962.6195
www.olsonconsulting.com

SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 70 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
JEFFERSON, STATE OF COLORADO.

POC
2.5" ALUMINUM CAP 17664
S/16 COR
SEC 13 T3S, R70W

NOTE: THIS DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS
INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.

W 50TH AVE

BLOCK 10

TRACT B
COORS TECHNOLOGY CENTER REPLAT A

TEMPORARY CONSTRUCTION EASEMENT
0.181 ACRES OR 7870 S.F.

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | N00°15'09"E | 110.58' |
| L2 | S88°03'37"E | 81.98' |
| L3 | S00°16'30"E | 80.38' |
| L4 | S69°46'32"W | 22.70' |
| L5 | N81°49'25"W | 51.93' |
| L6 | S00°07'00"W | 15.58' |
| L7 | S83°28'29"E | 77.23' |
| L8 | S00°00'29"W | 3.35' |
| L9 | N89°29'35"W | 88.81' |

MCINTYRE ST
BASIS OF BEARINGS - N00°15'07"E, 1326.69'
W LINE, S/2, SE/4, SEC 13, T3S, R70W

S05°27'20"E, 533.65'

POB

3" BRASS CAP 16398
S/4 CORNER
SEC 13 T3S, R70W

NEW HAMPSHIRE GARDENS
BLOCK 12 - A



0' 50' 100'



SCALE IN FEET

SHEET 2 OF 2

DATE: 6-7-09

DRAWN BY: BRK

CHECKED BY: DLS

PATH: F:\Projects\007-1431\SVYO-1431\USE....

DRAWING NAME: \dwg\MCINTYRE ESMTS.dwg

EXHIBIT:
TEMPORARY
CONSTRUCTION EASEMENT

NEW HAMPSHIRE
GARDENS
BLOCK 10

MOLSSON
ASSOCIATES

143 Union Boulevard, Suite 700
Lakewood, CO 80226-1825

TEL 720.962.8072
FAX 720.962.6195

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