

RESOLUTION NO. 1971

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
APPROVING A WATER SERVICE AND SETTLEMENT
AGREEMENT WITH THE BRUNEL FAMILY**

WHEREAS, on April 9, 2009, City Council approved Resolution No. 1962 authorizing a Water Service Agreement with the Brunel Family subject to certain conditions; and

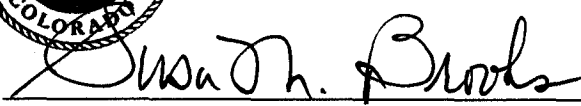
WHEREAS, the documents approved by Resolution No. 1962 incorrectly described the property to be served as a single lot when it is in fact four separate parcels with separate ownership.

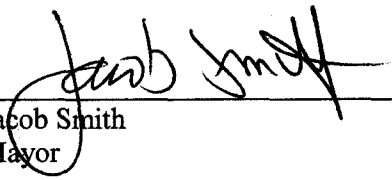
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

1. That the City enter in to a Water Service Agreement with the Brunel Family subject to the completion of the following:
 - a. The final cost to construct the service line shall be paid by the City, and the Brunel Family shall execute a Promissory Note and Deed of Trust to repay the City for the cost to construct the service line, which payments shall be made through their quarterly water bill over 5 years with interest accruing on the principal amount at the rate of 4.5% per annum.
 - b. The Brunel Family shall execute the Release and Settlement Agreement.
2. City Council hereby approves the Water Service Agreement, Promissory Note, Deed of Trust, and Release and Settlement agreement in essentially the same form as the copy of such documents accompanying this resolution.

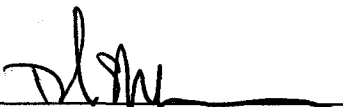
Adopted this 11th day of June, 2009.




Susan M. Brooks, MMC
City Clerk


Jacob Smith
Mayor

APPROVED AS TO FORM:


David S. Williamson
City Attorney

Resolution No. 1971

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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 11th day of June, A.D., 2009.



ATTEST:

A handwritten signature in cursive script, reading "Susan M. Brooks", written over a horizontal line.

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



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Jefferson County, Colorado

WATER SERVICE AGREEMENT

121.00
LB

This Water Service Agreement ("Agreement") is entered into this 9th day of June, 2009 (the "Effective Date"), by and between the CITY OF GOLDEN, a Colorado home-rule municipal corporation ("Golden"), and KENNETH BRUNEL, KRISTI BRUNEL, JOHN H. BRUNEL, JOHN S. BRUNEL, SHAN BRUNEL, KEITH BRUNEL, JULIE JAVERNICK, and LCB LIMITED, a Colorado Limited Partnership (collectively referred to herein as the "Brunels").

1-24

RECITALS

WHEREAS, the Brunels own and reside on property in the County of Jefferson, State of Colorado, which property is outside of City of Golden city limits. The property consists of four parcels upon which are located four (4) single-family residential units at the following addresses (collectively the "Brunel Properties"):

1. Kenneth, Kristi and John H. Brunel – 21204 Copper Bucket Lane, County of Jefferson, State of Colorado, more particularly described in the attached **Exhibit A**;
2. John S. and Shan Brunel – 21243 Copper Bucket Lane, County of Jefferson, State of Colorado, more particularly described in the attached **Exhibit A**;
3. Keith Brunel and Julie Javernick – 21244 Copper Bucket Lane, County of Jefferson, State of Colorado, more particularly described in the attached **Exhibit A**; and
4. LCB Limited – 21383 Copper Bucket Lane, County of Jefferson, State of Colorado, more particularly described in the attached **Exhibit A**.

WHEREAS, the Brunels own and use a domestic water well located on and which provides water to the property at 21204 Copper Bucket Lane, Golden, Colorado 80403, which well is marked as "WELL" on **Exhibit A** (the "Well"); and

WHEREAS, Golden does not have a water service contract with the Brunels for the provision of city water to the Brunel Properties; and

WHEREAS, the Brunels claim that the Well has been adversely affected by activity undertaken by Golden regarding construction of its shops facility located at 1300 Catamount Drive, Golden, Colorado 80403; and

WHEREAS, while Golden does not believe that its construction activity had or has any affect on the Well, the Brunels and Golden agree that commission of a full study to determine the cause of any adverse effects on the Well would be time consuming and costly for both parties; and

WHEREAS, Golden has reviewed and concurs with the design and construction plan for construction of the Service Connection presented by the Brunels, and which is attached hereto as **Exhibit B**. The approximate length of the Service Connection is 960 feet; and

WHEREAS, Golden does not purport to be an exclusive supplier of water for property outside Golden's boundaries, including the Brunel Properties, and to the contrary, Golden's first concern is to provide an adequate, dependable and affordable water supply to citizens within its municipal boundary. Golden believes that it has an adequate supply of water to provide water service to the people of Golden and the Brunels under the terms of this Agreement; and

WHEREAS, the Golden City Council may, in its sole discretion, approve applications for extraterritorial water service with limitations pursuant to Section 13.04.003 of the Golden Municipal Code, and may limit extraterritorial water service to ensure it does not burden or impair Golden's ability to provide water service to its citizens; and

WHEREAS, Golden's agreement to provide extraterritorial water service to the Brunel Properties is expressly limited to quantities of water consistent with historical uses of the water on those properties as described in this Agreement, to ensure that this water service does not burden the Golden municipal water supply; and

WHEREAS, any expansion or additional uses of water service for the Brunel Properties beyond those provided for by this Agreement shall be conditioned upon annexation by Golden and subject to the appropriate review and approvals of Golden's planning process. If the Brunel Properties are annexed by Golden in the future and city water is extended to the site, only one three-quarter inch (3/4") tap to one of the existing homes on one of the Brunel Properties shall be provided. All additional taps to serve the Brunel Properties must be purchased from the City; and

WHEREAS, the Brunels enter into this Agreement for water service with the full understanding that Golden is not obligated or intending to expand the number of taps or amount of water to the Brunel Properties other than as provided by this Agreement, and that the limitations contained herein are, in part, consideration for receiving the requested water service.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements hereinafter set forth, it is contractually agreed by and between Golden and the Brunels (the "Parties") as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings defined below:

a. Pipeline: The existing water supply pipeline, including any repairs and replacements of it, that runs from Golden's 6260 pressure zone to the Service Connection.

b. Service Connection: With respect to the Brunel Properties, the one and one half inch (1 1/2) connection water tap to the Pipeline and two-inch (2") service water line to the Brunel Properties, which connection water tap shall be located at the corner of Golden Gate Canyon Road and Catamount Drive.

c. **Service Meter:** An existing water meter at the location of the Service Connection that meters the volume of water flowing from the Pipeline into the Service Connection to provide water to the Brunel Properties.

d. **Water Users:** The owners of the Property's residential units.

2. **Term.** The term of this Agreement shall remain in effect for as long as the Brunels are in compliance with the terms of this Agreement or until annexation of all or any portion of that Brunel Properties, unless otherwise terminated according to the terms of this Agreement. Upon annexation of all or a portion of any of the Brunel Properties, this Agreement shall terminate with respect to the annexed portion of that Brunel Properties, subject to the survival of certain provisions as set forth in paragraph 16(e).

3. **Supply of Water to the Water Users.** Golden shall deliver water into the Pipeline to enable the Water Users to withdraw water at their Service Connection in accordance with this Agreement, provided that the Water Users satisfy their payment obligations as provided in this Agreement.

4. **Water Pressure.** Golden shall deliver water into the Pipeline so as to maintain water pressure so as to supply the uses defined in paragraph 14 below.

5. **Water Quality.** Golden shall deliver treated water to the Service Connection of the Water Users and take reasonable steps to ensure that treated water at the Service Connection meets state and federal water quality standards.

6. **Water Service Charges.**

- a. The Water Users agree to pay quarterly water service charges based on the following three components:
 - i. Water delivery charge to the Service Connection as measured by the Service Meter and billed at the customary rate schedule applied to residential customers served by Golden inside its municipal boundary pursuant to Section 13.08.020 of Golden Municipal Code. The customary rate schedule may be amended from time to time.
 - ii. Charge for operation, maintenance, repair, and replacement of point-of-entry treatment devices, provided such devices are necessary to comply with state and federal water quality standards.
- b. The Water Users will receive a single invoice for quarterly water service charges, addressed to Kenneth Brunel at 21204 Copper Bucket Lane, Golden, Colorado 80403.
- c. The Water Users agree to pay the quarterly water service charges based on the Water Users' financed portion of the cost of the Construction of the Service Connection as described in paragraph 8(d) below.

7. **Interim Service.** There shall be no interim water service until the Service Connection is accepted. Following acceptance of the Service Connection, water service shall be billed in the manner provided in paragraph 6 above.

8. Service Connection Construction.

- a. Definition. The use of the Service Connection by the Water Users requires the following to be completed and operable:
- i. The construction and installation of a new two-inch (2") water supply line as more particularly detailed in **Exhibit B**.
 - ii. The installation of point-of-entry treatment devices if necessary to comply with state and federal water quality standards.
- b. Responsibilities. The Water Users will be responsible for the design and construction of the Service Connection pursuant to Section 13.04.110 of the Golden Municipal Code. Golden will provide funds in an amount not to exceed \$30,000 to the Brunels for the construction of the Service Connection.
- c. Supervision. Water Users shall act as the contracting party and shall manage and supervise the construction and installation of the Service Connection in a workmanlike manner. Golden shall inspect and approve the completion of work for the Service Connection. Golden shall have no liability for faulty completion of the Service Connection.
- d. Cost of Service Connection. The Water Users shall pay all the actual costs of the Service Connection. Golden will finance the funded cost of construction of the Service Connection over a period of 5 years at an interest rate of 4.5% per annum pursuant to a Promissory Note secured by a Deed of Trust, attached hereto as **Exhibits C and D**, respectively. Golden will incorporate the principal and interest payments on the Promissory Note into the regular water service charge to the Water Users as described in paragraph 6. In the event the Water Users terminate this Agreement, the Water Users shall remain liable for the remaining balance, including interest, of the financed amount due on the Promissory Note.

9. Facilities. Golden owns the Pipeline and all associated facilities up to and including the Service Meter at the Water Users' Service Connection. Golden shall be solely responsible and shall pay for operation, maintenance, repair and replacement of the Pipeline and Service Meter, in a manner consistent with Golden's maintenance, operation and repair of other water transmission facilities owned by Golden. Golden shall own, operate, maintain, repair and replace the point-of-entry treatment devices. Water Users shall pay Golden for the cost of operating, maintaining, repairing and replacing point-of-entry treatment devices as described in paragraph 5. Water Users shall be responsible for the operation, repair, and maintenance of the Service Connection from the water service tap to outlets on the Brunel Properties.

10. Future Repairs. Golden shall allow the Water Users access to the Service Meter at reasonable times. Should a leak occur through the Service Connection of the Water Users and not the Pipeline, the Water Users shall be responsible to repair the Service Connection leak. Any

future financial obligations of Golden regarding the Pipeline are subject to annual appropriations by its City Council.

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11. Compliance. Water Users shall comply with all provisions of Chapters 13.04 and 13.08 of the Golden Municipal Code pertaining to water regulations, water rates and water charges. The Brunel Properties shall be subject to a lien for all charges arising from Golden's water service as provided by Section 13.08.100 in the Golden Municipal Code. Moreover, the Water Users agree that as set forth in paragraph 8 (d) their obligation to pay the Promissory Note (**Exhibit C**) shall be secured by a Deed of Trust (**Exhibit D**) on the Brunel Properties.

12. Liability Among Water Users. The Water Users shall be jointly and severally liable and responsible to Golden for the water service charges as described in paragraphs 6, 7, and 8 above.

13. Reservation of Future Taps and Amounts. The Water Users shall be the only customers served by the Service Pipeline. Golden reserves the right to authorize or install additional water taps in any location and any amount from the Pipeline, so long as such additional taps do not impair the quantity, quality, or pressure of water delivered to the Water Users. Golden also reserves the right to limit the quantity of water to the Service Connection to historic levels consistent with the use on the Brunel Properties as set forth in paragraph 14.

14. Limitations on Use of Water. The water supplied to the Water Users under the Agreement shall only be usable by the Water Users for the following uses:

- a. Domestic in-house use for the four existing single-family houses, and renovation or enlargement of said existing units provided such renovations or enlargements are restricted to single family residences. For purposes of this Agreement, an "enlargement" shall not exceed 100% of the existing structure;
- b. Irrigation for lawns and agricultural lands, not to exceed one acre;
- c. The Water Users may not increase the size of their tap located at the Service Connection.
- d. If severe drought conditions create an unanticipated water shortage, Golden will not ration water service to the Water Users any more restrictively than to citizens within Golden's municipal boundary.

These specified limits on use are deemed necessary and desirable by Golden for utility-related purposes and to protect its water supply for existing and future municipal uses. Such limitations are consistent with the conditions that may be imposed on extraterritorial water users pursuant to Section 13.04.003 or the Golden Municipal Code and Golden's authority to limit use pursuant to Section 13.04.190 of the Golden Municipal Code.

15. Annexation. Except as provided in paragraph 2, annexation within the municipal boundaries of Golden shall not be a condition of continued water service to the Brunel Properties

for the Water Users. However, any expansion or additional uses of water service beyond that described in paragraph 14 above shall be conditioned upon annexation by Golden and subject to the appropriate review and approvals of Golden's planning process. Such a condition for water service is consistent with Section 13.04.003 of the Golden Municipal Code. 4

In the event that any of the Brunel Properties are annexed, in whole or in part, into Golden, water shall be supplied to the annexed portion of such Properties solely in accordance with the customary rates and terms applicable to residential customers located within the boundaries of Golden or any applicable annexation agreement.

16. Termination.

(a) Golden shall have the right to terminate water service to the Water Users in the event the Water Users are delinquent in the payment of the water services charges pursuant to Sections 13.08.070(c) and 13.08.080 of the Golden Municipal Code.

(b) In the event that the Water Users no longer desire the delivery of water under the terms of this Agreement, that Water Users shall have the right to terminate this Agreement upon thirty (30) days advance written notice to Golden.

(c) If the Water Users connect to well water for domestic water use at any time after the Service Connection is completed and in use, Golden shall have the right to terminate water service to the Water Users and the Brunel Properties upon thirty (30) days written notice to the Water Users. Once Golden gives notice of this violation to the Water Users, the Water Users shall have the right to cure the violation for 30 days prior to termination of water service by Golden.

(d) If the Water Users terminate delivery of water service or the Water Users' service is terminated due to payment delinquencies before the termination of this Agreement, the Water Users shall still be jointly and severally responsible for all water service charges incurred before the date of termination.

(e) The following paragraphs of this Agreement shall survive termination: 12, 15, and 16(d).

17. Sanctions. If the Water Users violate the terms limiting the type of water uses and amount of water use as described in paragraphs 13 and 14, Golden shall have the sole discretion pursuant to Section 13.04.210 of the Golden Municipal Code to give notice of such violation and terminate water service in 30 days. Once Golden gives notice of a violation to the Water Users, the Water Users shall have the right to cure the violation for 30 days prior to termination of water service by Golden.

18. Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience

only.

Golden: City of Golden
Attn: Dan Hartman, Public Works Director
911 10th Street
Golden, CO 80401
Fax: (303) 384-8001
E-mail: dhartman@cityofgolden.net

Brunels: Kenneth, Kristi and John H. Brunel
21204 Copper Bucket Lane
Golden, CO 80403

John S. and Shan Brunel
21243 Copper Bucket Lane
Golden, CO 80403

Keith Brunel and Julie Javernick
21244 Copper Bucket Lane
Golden, CO 80403

LCB Limited, LP
Attn: Kenneth Brunel
21383 Copper Bucket Lane
Golden, CO 80403

19. Interpretation. It is the mutual understanding of the parties that this Agreement shall not be construed or interpreted in any way as obligating Golden to ever increase any tap size, expand water service beyond the uses described in paragraphs 14 and 15, or permit additional uses.

20. Contract. The Parties enter into this Agreement as a voluntary contract with valid consideration that binds the Parties to the terms therein.

21. No Vested Property Rights. This Agreement does not create a vested property right on behalf of the Water Users in the water rights of Golden.

22. Waiver/Release. Pursuant to the purpose and intent of this Agreement, and as part of the consideration bargained for in this contract, the Water Users waive any future right or claim that Golden is obligated to provide water service as a public utility, or that Golden is obligated to expand water service beyond the limits imposed in paragraphs 13, 14, and 15. Contemporaneously with this Agreement the Water Users agree to execute a Release and Settlement Agreement releasing and forever discharging Golden for any cause of action concerning any adverse impact upon the Brunel Properties Well, by Golden.

23. Entire Agreement. This Agreement including all Exhibits referenced herein and in the Recitals, constitutes the entire agreement between the Parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement, including without limitation the Pipeline Easements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

24. Section Headings. The headings of the sections of this Agreement are inserted solely for the convenience of reference and are not part of and are not intended to govern, limit, or aid in the construction of any term of provision herein.

25. Full Authority. The undersigned represent that they have full authority to enter this Agreement on behalf of the respective Parties. The Parties have taken all actions required and secured the necessary approvals to enter this Agreement. Golden further represents that this Agreement is in compliance with all municipal ordinances and that all appropriate resolutions concerning this Agreement have been duly enacted by its City Council.

26. Further Assurances. Golden and the Water Users agree and consent to execute such additional documents that may be required by them and cooperate and give such further assurance as may be reasonably necessary to further the intent and purpose of this Agreement, including the documents to verify that this Agreement is or is not of continuing force and effect.

27. Counterparts. This Agreement is executed in duplicate counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

28. No Partnership. It is the intent of the Parties that this instrument shall establish an agreement for the delivery of water and that this instrument shall not establish any agency relationship between the Parties nor shall this instrument create a joint venture or partnership between any of the Parties.

29. Colorado Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado. This Agreement may be enforced in an action for specific performance, injunctive relief, or damages in the District Court for the First Judicial District of the State of Colorado.

30. Agreement to Run with the Land. This Agreement is a binding covenant intended to run with the land owned by the Water Users and shall inure to the benefit of any and all future owners of the Brunel Properties.

31. Succession. This Agreement shall be binding upon the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

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CITY OF GOLDEN

By Jacob Smith



Susan M. Brooks
City Clerk

APPROVED AS TO FORM:

David S. Williamson
David S. Williamson, City Attorney

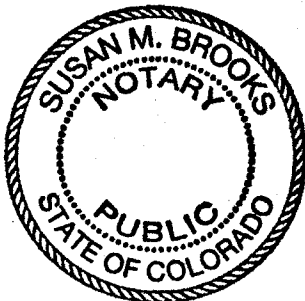
STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me this 30 day of June, 2009, by Jacob Smith, on behalf of the City of Golden.

Witness my hand and official seal.

My commission expires:

Susan M. Brooks
Notary Public



My Commission Expires 10/06/09

[SIGNATURES CONTINUE ON NEXT PAGE]

KENNETH BRUNEL

Kenneth Brunel

10

STATE OF COLORADO)
)
COUNTY OF JEFFERSON)

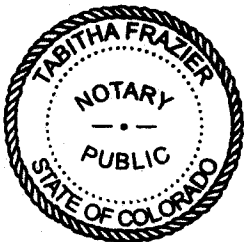
ss.

Acknowledged before me this 16th day of June, 2009, by KENNETH BRUNEL.

Witness my hand and official seal.

My commission expires:

Tabitha Frazier
Notary Public



My commission expires Oct 20, 2009

[SIGNATURES CONTINUE ON NEXT PAGE]

KRISTI BRUNEL

Kristi Brunel

11

STATE OF COLORADO)
)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me this 16th day of June, 2009, by KRISTI BRUNEL.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public

REBECCA WALLACE BEATTIE
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 8/7/2010

[SIGNATURES CONTINUE ON NEXT PAGE]

JOHN H. BRUNEL

John Brunel

12

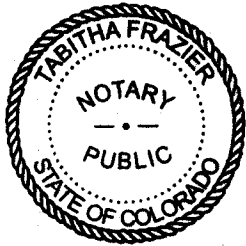
STATE OF COLORADO)
)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me this 16th day of June, 2009, by JOHN H. BRUNEL.

Witness my hand and official seal.

My commission expires:

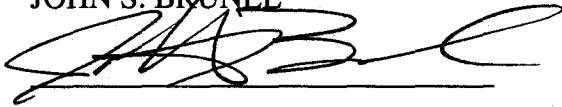
Tabitha Frazier
Notary Public



My commission expires Oct 20, 2009

[SIGNATURES CONTINUE ON NEXT PAGE]

JOHN S. BRUNEL



13


STATE OF COLORADO)
)
COUNTY OF JEFFERSON)

ss.

Acknowledged before me this 16th day of June, 2009, by JOHN S. BRUNEL.

Witness my hand and official seal.

My commission expires: 8/7/2010



Notary Public

REBECCA WALLACE BEATTIE
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 8/7/2010

[SIGNATURES CONTINUE ON NEXT PAGE]

SHAN BRUNEL

Shan Brunel

14

STATE OF COLORADO)
)
COUNTY OF JEFFERSON)

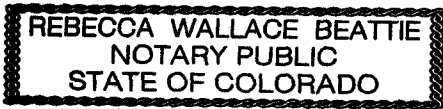
ss.

Acknowledged before me this 16th day of June, 2009, by SHAN BRUNEL.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public



MY COMMISSION EXPIRES 8/7/2010

[SIGNATURES CONTINUE ON NEXT PAGE]

KEITH BRUNEL

Keith Brunel

15

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this 11th day of June, 2009, by KEITH BRUNEL.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public

REBECCA WALLACE BEATTIE
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 8/7/2010

[SIGNATURES CONTINUE ON NEXT PAGE]

JULIE JAVERNICK

Julie Javernick

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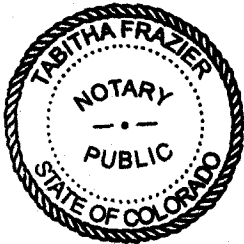
STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this 16th day of June, 2009, by JULIE JAVERNICK

Witness my hand and official seal.

My commission expires:

Tabitha Frazier
Notary Public



My commission expires Oct 20, 2009

[SIGNATURES CONTINUE ON NEXT PAGE]

LCB LIMITED, a Colorado Limited Partnership

By: [Signature]

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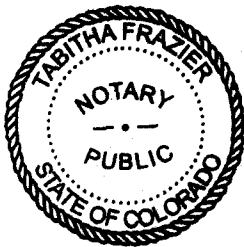
STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this 16th day of JUNE, 2009, by Kenneth Brunel, on behalf of LCB Limited, a Colorado Limited Partnership.

Witness my hand and official seal.

My commission expires:

[Signature]
Notary Public



My commission expires Oct 20, 2009

EXHIBIT A

Legal Description

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PARCEL A:

The N ½ SE ¼, S ½ NE ¼, SE ¼ NW ¼, Section 20, T 3 S, R 70 W of the 6th P.M., Jefferson County, Colorado, EXCEPT that portion of the N ½ of the SE ¼ of Section 20, T 3 S, R 70 W of the 6th P.M., Jefferson County, Colorado, described as follows:

Beginning at the East ¼ Corner of said Section 20; thence S 89°59'43" W along the North Line of the North ½ of the SE ¼ of said Section 20 a distance of 616.73 feet to the True Point of Beginning; thence S 89°59'43" W along the North Line of the N ½ of the SE ¼ of said Section 20 a distance of 1978.93 feet to the Northwest Corner of the SE ¼ of said Section 20; thence S 0°42'43" E along the West Line of the SE ¼ of said Section 20 a distance of 1279.62 feet to the Southwest Corner of the N ½ of the SE ¼ of said Section 20; thence S 89°07'56" E along the South Line of the N ½ of the SE ¼ of said Section 20 a distance of 1411.28 feet; thence N 0°03'11" W parallel to the East Line of the N ½ of the SE ¼ of said Section 20 a distance of 621.33 feet; thence N 51°58'28" E a distance of 278.84 feet; thence N 78°42'46" E a distance of 306.09 feet to a point of curvature; thence along a curve to the right whose central angle is 2°40'02", whose radius is 721.60 feet and whose chord bears N 80°02'46" E a distance of 33.59 feet to a point being 616.73 feet Westerly of the East Line of the N ½ of the SE ¼ of said Section 20, and 442.25 feet Southerly of the N ½ of the SE ¼ of said Section 20; thence N 0°03'11" W parallel to the East Line of the N ½ of the SE ¼ of said Section 20 a distance of 442.25 feet to the True Point of Beginning;

AND EXCEPTING a tract of land in the SE ¼ of the NE ¼ of said Section 20, as described in Book 3048, Page 240 of the records of Jefferson County, Colorado.

and

That part of the SW ¼ of Section 21, T 3 S, R 70 W of the 6th P.M., described as follows: The South 9 acres of the West ½ of the NW ¼ of the SW ¼ and also that portion of the SW ¼ of the SW ¼ lying West of the right of way heretofore conveyed to railroad by deed recorded in Book 92 at Page 499 of the Jefferson County records; EXCEPTING THEREFROM that part described in deed recorded in Book 1320 at Page 565 of the Jefferson County records.

and

That part of the SW ¼ of Section 21, T 3 S, R 70 W of the 6th P.M. situate in Jefferson County, Colorado, described as Old Railroad Grade and as further described in Book 92 at Page 499 of the Jefferson County records.

and

A tract of land located in the SE ¼ of Section 20 and in the NE ¼ of Section 29, all in Township 3 South, Range 70 West of the 6th P.M., described as follows:

Beginning at the Northeast Corner of the SE ¼ of the SE ¼ of said Section 20; thence N 89°07'56" W, along the North Line of the SE ¼ of the SE ¼ of said Section 20 a distance of 145.70 feet to the Northwesterly corner of a tract of land described in Book 2403 at Page 311 of the official records of Jefferson County, Colorado, said point being the True Point of Beginning; thence S 89°07'56" W along the North Line of the SE ¼ of the SE ¼ of said Section 20 a distance of 500.00 feet; thence S 0°03'11" E parallel to the East Line of the SE ¼ of the SE ¼ of said Section 20 a distance of 1308.88 feet to a point on the North Line of the NE ¼ of said Section 29; thence S 0°14'33" W parallel to the East Line of the NE ¼ of said Section 29 a distance of 1418.15 feet; thence S 88°15'01" E parallel to the North Line of the NE ¼ of said Section 29 a distance of 645.93 feet to a point on the East Line of the NE ¼ of said Section 29; thence N 0°14'33" E along the East Line of the NE ¼ of said Section 29 a distance of 1418.15 feet to the Northeast Corner of said Section 29; thence N 0°03'11" W along the East line of the SE ¼ of the SE ¼ of said Section 20 a distance of 870.13 feet to the Southerly-most corner of that tract of

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Legal Description (Continued)

land described in said Book 2403 at Page 311; thence Northerly along the Westerly line of that tract of land described in said Book 2403 at Page 311 the following three courses:

- 1) N 16°02'00" W a distance of 125.92 feet;
- 2) N 2°04'15" W a distance of 204.29 feet;
- 3) N 39°34'30" W a distance of 163.10 feet to the True Point of Beginning.

EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

A tract of land located in the SE ¼ of Section 20 and the NE ¼ of Section 29, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, being more particularly described as follows:

(The basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)

Beginning at the Northeast Corner of the SE ¼ of the SE ¼ of said Section 20, thence N 89°25'20"W, 645.70 feet along the North Line of the SE ¼ of the SE ¼ of said Section 20;

Thence S 00°20'45" E, 1308.57 feet parallel with the East line of the SE ¼ of the SE ¼ of said Section 20 to a point on the North Line of the NE ¼ of said Section 29;

Thence S 00°00'13" W, 1418.15 feet parallel with the East Line of the NE ¼ of said Section 29;

Thence S 88°32' 12" E, 645.94 feet parallel with the North Line of the NE ¼ of said Section 29 to a point on the East Line of the NE ¼ of said Section 29;

Thence N 00°00'13" E, 1418.15 feet along the East Line of the NE ¼ of said Section 29 to the Northeast Corner of said Section 29;

Thence N 00°20'45" W, 1318.55 feet along the East Line of the SE ¼ of the SE ¼ of said Section 20 to the Point of Beginning.

As conveyed to Keith Brunel and Julie A. Javernick by the deeds recorded on May 16, 2006, at Reception No. 2006058359 and on August 23, 2006, at Reception No. 2006103236,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

The North 200.7 feet of the South 1188.5 feet of the E ½ of the E ½ of the SW ¼ of Section 21, Township 3 South, Range 70 West of the 6th P.M., in the County of Jefferson, State of Colorado,

Except that portion deeded to the City of Golden in Book 1877 at Page 342, records of Jefferson County, County of Jefferson, State of Colorado,

As conveyed to William J. Cullum and Lisa Cullum and Jack L. Cullum and Richard L. Long and Carol Doerner-Long by the deed recorded on February 22, 1995, at Reception No. F0019218,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND those portions thereof conveyed to the State Department of Highways, Division of Highways, State of Colorado by the deeds recorded on April 11, 1991, at Reception Nos. 91030191 and 91030192,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

A parcel of land in the NE ¼ SE ¼ of Section 20, Township 3 South, Range 70 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, for a 60 foot wide right of way for Jefferson County Road No. 70, more particularly described as follows:

Commencing at the East ¼ corner of said Section 20, an existing stone;

Thence S 00°12'21" E 440.65 feet along the East line of said NE ¼ SE ¼ to the intersection with the North right-of-way line of Jefferson County Road No. 70;

Thence continuing S 00°12'21" E 62.13 feet along said East Line to the intersection with the South right-of-way line of said road;

Thence N 75°10'21" W 261.11 feet along said South right-of-way line to a point of curvature;

Thence 368.75 feet along said South right-of-way line and along the arc of a curve to the left whose delta is 31°02'12", whose radius is 680.73 feet to a point on a curve;

Legal Description (Continued)

Thence N 00°12'21" W 62.21 feet parallel to the East Line of said NE ¼ SE ¼ to the intersection with the North right-of-way line of said road, being a point on a curve;
 Thence 384.10 feet along said North right-of-way line and along the arc of a curve to the right whose delta is 29°42'36", whose radius is 740.73 feet, whose chord bears N 89°58'21" E 379.81 feet to a point of tangency;
 Thence S 75°10'21" E 245.00 feet along said North right-of way line to the Point of Beginning,
 As conveyed to Jefferson County by the deeds recorded on November 18, 1988, at Reception No. 88113312, and on November 29, 1988, at Reception No. 88115678,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

The SE ¼ NW ¼ and a portion of the S ½ NE ¼ of Section 20, Township 3 South, Range 70 West of the Sixth Principal Meridian, more particularly described as follows:

Commencing at the East ¼ Corner of said Section 20, an existing stone, thence S 89°50'12" W 1147.64 feet to the Point of Beginning;

Thence S 89°50'54" W 150.66 feet along the South Line of said S ½ NE ¼ to the Southeast Corner of the SW ¼ NE ¼ of said Section 20;

Thence S 89°50'17" W 1298.30 feet along said South Line to the Center of said Section 20, an existing pin with an aluminum cap, Lane, L.S. No. 438;

Thence S 89°50'56" W 1319.42 feet along the South Line of the SE ¼ NW ¼ of said Section 20 to the Southwest Corner of said SE ¼ NW ¼;

Thence N 00°56'19" W 1322.53 feet along the West Line of said SE ¼ NW ¼ to the Northwest Corner of said SE ¼ NW ¼;

Thence S 89°44'57" E 1322.02 feet along the North Line of said SE ¼ NW ¼ to the Northeast Corner of said SE ¼ NW ¼, being the Northwest Corner of the S ½ NE ¼ of said Section 20;

Thence N 89°47'41" E 1463.46 feet along the North Line of said S ½ NE ¼ to a point, said point being N 89°47'41" E a distance of 1147.64 feet from the East Line of the S ½ NE ¼ of said Section 20;

Thence S 00°11'58" E 1314.27 feet parallel to the East Line of said S ½ NE ¼ to the Point of Beginning, County of Jefferson State of Colorado,

As conveyed to Jefferson County by the deeds recorded on November 18, 1988, at Reception No. 88113313 and on November 29, 1988, at Reception No. 88115677

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

A parcel of land in a portion of the S ½ NE ¼ and in a portion of the NE ¼ SE ¼ of Section 20, Township 3 South, Range 70 West of the Sixth Principal Meridian, more particularly described as follows:

Beginning at the East ¼ Corner of said Section 20, an existing stone;

Thence S 00°12'21" E 440.65 feet along the east Line of said NE ¼ SE ¼ to the intersection with the North right-of-way line of Golden Gate Canyon Road;

Thence N 75°10'21" W 245.00 feet along said right-of-way line to a point of curvature;

Thence 384.10 feet along said right-of-way and along the arc of a curve to the left whose delta is 29°42'36", whose radius is 740.73 feet to a point on curve;

Thence N 00°12'21" W 376.27 feet parallel to the East Line of said NE ¼ SE ¼ to the intersection with the South Line of the S ½ NE ¼, an existing pin with aluminum cap, lane, L.S. No. 438 (which point is 0.12 feet South of the true South Line of said S ½ NE ¼);

Thence S 89°50'54" W 531.22 feet along the South Line of said S ½ NE ¼ to a point, said point being S 89°50'17" W 1147.64 feet from the East ¼ Corner of said Section 20;

Thence N 00°11'58" W 1314.27 feet parallel to the East Line of said S ½ NE ¼ to the intersection with the North Line of said S ½ NE ¼;

Thence N 89°47'41" E 1147.64 feet along the North Line of said S ½ NE ¼ to the Northeast Corner of said S ½ NE ¼ to the Northeast Corner of said S ½ NE ¼, an existing No. 4 rebar with 1"x2" stake marked 1/16 Corner;

Thence S 00°11'58" E 1315.11 feet along the East Line of said S ½ NE ¼ to the Point of Beginning,

Legal Description (Continued)

As conveyed to The Jefferson County Finance Corporation by the deed recorded on November 18, 1988, at Reception No. 88113311,

AND SUBJECT TO AN EASEMENT described as:

A non-exclusive access easement described as:

A 20.00 foot wide strip of land located in the SW ¼ of Section 21 and the SE ¼ of Section 20, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, said 20.00 foot wide strip of land being 10.00 feet on both sides of the following described centerline:

(the basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)

Commencing at the Southeast Corner of said Section 20, thence N 39°43'34" E, 1711.43 feet to a point on the Westerly line of State Highway 93, said point being the Point of Beginning;

Thence N 84°41'06" W, 79.12 feet;

Thence S 89°09'22" W, 376.21 feet;

Thence N 00°21'09" W, 66.26 feet;

Thence N 76°13'30" W, 81.92 feet;

Thence Northwesterly 57.71 feet along the arc of a curve concave to the Northeast, said arc having a radius of 2000.00 feet, a central angle of 01°39'12" and being subtended by a chord that bears N 75°23'54" W, 57.71 feet;

Thence N 74°34'18" W, 132.37 feet;

Thence Northwesterly 111.53 feet along the arc of a curve concave to the Southwest, said arc having a radius of 1500.00 feet, a central angle of 04°15'36" and being subtended by a chord that bears N 76°42'06" W, 111.50 feet;

Thence N 78°49'54" W, 226.92 Feet;

Thence Northwesterly 66.13 feet along the arc of a curve concave to the Southwest, said arc having a radius of 6000.00 feet, a central angle of 00°37'53" and being subtended by a chord that bears N 79°08'51" W, 66.13 feet;

Thence N 79°27'47" W, 173.66 feet;

Thence Northwesterly 150.48 feet along the arc of a curve concave to the northeast, said arc having a radius of 450.00 feet, a central angle of 19°09'35" and being subtended by a chord that bears N 69°53'00" W, 149.78 feet;

Thence S 00°00'00" E, 30.05 feet;

Thence Southeasterly 44.78 feet along the arc of a curve concave to the Northeast, said arc having a radius of 55.00 feet; a central angle of 46°39'01" and being subtended by a chord that bears S 23°19'31" E, 43.55 feet;

Thence S 46°39'01" E, 104.57 feet;

Thence Southeasterly 61.80 feet along the arc of a curve concave to the Southwest, said arc having a radius of 500.00 feet, a central angle of 07°04'52" and being subtended by a chord that bears S 43°06'35" E 61.76 feet;

Thence S 39°34'09" E, 145.93 feet to the Point of Terminus from whence the Southeast Corner of said Section 21 bears S 04°29'16" E, 1323.55 feet, said point also being on the North Line of the SE ¼ of the SE ¼ of said Section 20;

The sidelines of said strip are lengthened or shortened to begin on the Westerly line of State Highway 93, meet at angle points and terminate on the North Line of the SE ¼ of the SE ¼ of said Section 20,

As granted to Keith Brunel and Julie A. Javernick by the deed recorded on August 23, 2006, at Reception No. 2006103236.

PARCEL B:

A tract of land located in the SE ¼ of Section 20 and the NE ¼ of Section 29, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, being more particularly described as follows:

(The basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)

Beginning at the Northeast Corner of the SE ¼ of the SE ¼ of said Section 20, thence N 89°25'20" W, 645.70 feet along the North Line of the SE ¼ of the SE ¼ of said Section 20;

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Legal Description (Continued)

Thence S 00°20'45" E, 1308.57 feet parallel with the East line of the SE ¼ of the SE ¼ of said Section 20 to a point on the North Line of the NE ¼ of said Section 29;

Thence S 00°00'13" W, 1418.15 feet parallel with the East Line of the NE ¼ of said Section 29;

Thence S 88°32' 12" E, 645.94 feet parallel with the North Line of the NE ¼ of said Section 29 to a point on the East Line of the NE ¼ of said Section 29;

Thence N 00°00'13" E, 1418.15 feet along the East Line of the NE ¼ of said Section 29 to the Northeast Corner of said Section 29;

Thence N 00°20'45" W, 1318.55 feet along the East Line of the SE ¼ of the SE ¼ of said Section 20 to the Point of Beginning,

TOGETHER WITH A non-exclusive access easement described as:

A 20.00 foot wide strip of land located in the SW ¼ of Section 21 and the SE ¼ of Section 20, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, said 20.00 foot wide strip of land being 10.00 feet on both sides of the following described centerline:

(the basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)

Commencing at the Southeast Corner of said Section 20, thence N 39°43'34" E, 1711.43 feet to a point on the Westerly line of State Highway 93, said point being the Point of Beginning;

Thence N 84°41'06" W, 79.12 feet;

Thence S 89°09'22" W, 376.21 feet;

Thence N 00°21'09" W, 66.26 feet;

Thence N 76°13'30" W, 81.92 feet;

Thence Northwesterly 57.71 feet along the arc of a curve concave to the Northeast, said arc having a radius of 2000.00 feet, a central angle of 01°39'12" and being subtended by a chord that bears N 75°23'54" W, 57.71 feet;

Thence N 74°34'18" W, 132.37 feet;

Thence Northwesterly 111.53 feet along the arc of a curve concave to the Southwest, said arc having a radius of 1500.00 feet, a central angle of 04°15'36" and being subtended by a chord that bears N 76°42'06" W, 111.50 feet;

Thence N 78°49'54" W, 226.92 Feet;

Thence Northwesterly 66.13 feet along the arc of a curve concave to the Southwest, said arc having a radius of 6000.00 feet, a central angle of 00°37'53" and being subtended by a chord that bears N 79°08'51" W, 66.13 feet;

Thence N 79°27'47" W, 173.66 feet;

Thence Northwesterly 150.48 feet along the arc of a curve concave to the northeast, said arc having a radius of 450.00 feet, a central angle of 19°09'35" and being subtended by a chord that bears N 69°53'00" W, 149.78 feet;

Thence S 00°00'00" E, 30.05 feet;

Thence Southeasterly 44.78 feet along the arc of a curve concave to the Northeast, said arc having a radius of 55.00 feet; a central angle of 46°39'01" and being subtended by a chord that bears S 23°19'31" E, 43.55 feet;

Thence S 46°39'01" E, 104.57 feet;

Thence Southeasterly 61.80 feet along the arc of a curve concave to the Southwest, said arc having a radius of 500.00 feet, a central angle of 07°04'52" and being subtended by a chord that bears S 43°06'35" E 61.76 feet;

Thence S 39°34'09" E, 145.93 feet to the Point of Terminus from whence the Southeast Corner of said Section 21 bears S 04°29'16" E, 1323.55 feet, said point also being on the North Line of the SE ¼ of the SE ¼ of said Section 20;

The sidelines of said strip are lengthened or shortened to begin on the Westerly line of State Highway 93, meet at angle points and terminate on the North Line of the SE ¼ of the SE ¼ of said Section 20.

PARCEL C:

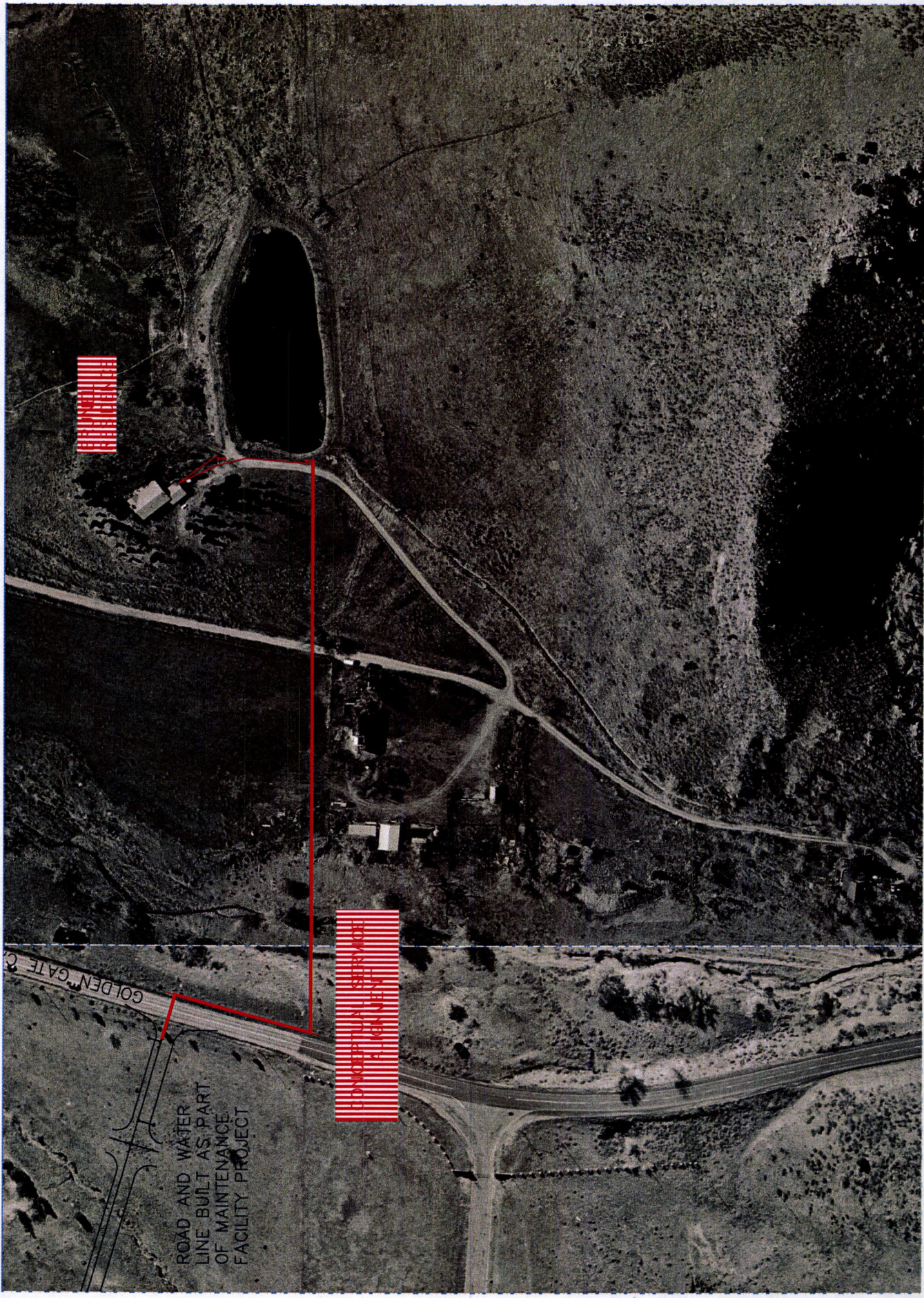
A tract of land in the SW ¼ of Section 21, Township 3 South, Range 70 West of the 6th P.M., more particularly described as follows:

Legal Description (Continued)

Beginning at the SW Corner of said SW $\frac{1}{4}$, thence North along the West Line of said SW $\frac{1}{4}$ 1116.84 feet to a point; thence East 80.14 feet to the True Point of Beginning; thence North 383.65 feet; thence S $77^{\circ}20'30''$ E 256.35 feet; thence South 327.59 feet; thence West 250.12 feet, more or less, to said True Point of Beginning, County of Jefferson, State of Colorado.

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WATER SERVICE ALIGNMENT BRUNEL PROPERTY



WATER SERVICE AGREEMENT

This Water Service Agreement (“Agreement”) is entered into this ____ day of _____, 2009 (the “Effective Date”), by and between the CITY OF GOLDEN, a Colorado home-rule municipal corporation (“Golden”), and KENNETH BRUNEL, KRISTI BRUNEL, JOHN H. BRUNEL, JOHN S. BRUNEL, SHAN BRUNEL, KEITH BRUNEL, JULIE JAVERNICK, and LCB LIMITED, a Colorado Limited Partnership (collectively referred to herein as the “Brunels”).

RECITALS

WHEREAS, the Brunels own and reside on property in the County of Jefferson, State of Colorado, which property is outside of City of Golden city limits. The property consists of four parcels upon which are located four (4) single-family residential units at the following addresses (collectively the “Brunel Properties”):

1. Kenneth, Kristi and John H. Brunel – 21204 Copper Bucket Lane, County of Jefferson, State of Colorado, more particularly described in the attached **Exhibit A**;
2. John S. and Shan Brunel – 21243 Copper Bucket Lane, County of Jefferson, State of Colorado, more particularly described in the attached **Exhibit A**;
3. Keith Brunel and Julie Javernick – 21244 Copper Bucket Lane, County of Jefferson, State of Colorado, more particularly described in the attached **Exhibit A**; and
4. LCB Limited – 21383 Copper Bucket Lane, County of Jefferson, State of Colorado, more particularly described in the attached **Exhibit A**.

WHEREAS, the Brunels own and use a domestic water well located on and which provides water to the property at 21204 Copper Bucket Lane, Golden, Colorado 80403, which well is marked as “WELL” on **Exhibit A** (the “Well”); and

WHEREAS, Golden does not have a water service contract with the Brunels for the provision of city water to the Brunel Properties; and

WHEREAS, the Brunels claim that the Well has been adversely affected by activity undertaken by Golden regarding construction of its shops facility located at 1300 Catamount Drive, Golden, Colorado 80403; and

WHEREAS, while Golden does not believe that its construction activity had or has any affect on the Well, the Brunels and Golden agree that commission of a full study to determine the cause of any adverse effects on the Well would be time consuming and costly for both parties; and

WHEREAS, Golden has reviewed and concurs with the design and construction plan for construction of the Service Connection presented by the Brunels, and which is attached hereto as Exhibit B. The approximate length of the Service Connection is 960 feet; and

WHEREAS, Golden does not purport to be an exclusive supplier of water for property outside Golden's boundaries, including the Brunel Properties, and to the contrary, Golden's first concern is to provide an adequate, dependable and affordable water supply to citizens within its municipal boundary. Golden believes that it has an adequate supply of water to provide water service to the people of Golden and the Brunels under the terms of this Agreement; and

WHEREAS, the Golden City Council may, in its sole discretion, approve applications for extraterritorial water service with limitations pursuant to Section 13.04.003 of the Golden Municipal Code, and may limit extraterritorial water service to ensure it does not burden or impair Golden's ability to provide water service to its citizens; and

WHEREAS, Golden's agreement to provide extraterritorial water service to the Brunel Properties is expressly limited to quantities of water consistent with historical uses of the water on those properties as described in this Agreement, to ensure that this water service does not burden the Golden municipal water supply; and

WHEREAS, any expansion or additional uses of water service for the Brunel Properties beyond those provided for by this Agreement shall be conditioned upon annexation by Golden and subject to the appropriate review and approvals of Golden's planning process. If the Brunel Properties are annexed by Golden in the future and city water is extended to the site, only one three-quarter inch (3/4") tap to one of the existing homes on one of the Brunel Properties shall be provided. All additional taps to serve the Brunel Properties must be purchased from the City; and

WHEREAS, the Brunels enter into this Agreement for water service with the full understanding that Golden is not obligated or intending to expand the number of taps or amount of water to the Brunel Properties other than as provided by this Agreement, and that the limitations contained herein are, in part, consideration for receiving the requested water service.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements hereinafter set forth, it is contractually agreed by and between Golden and the Brunels (the "Parties") as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings defined below:

a. Pipeline: The existing water supply pipeline, including any repairs and replacements of it, that runs from Golden's 6260 pressure zone to the Service Connection.

b. **Service Connection:** With respect to the Brunel Properties, the one and one half inch (1 ½) connection water tap to the Pipeline and two-inch (2") service water line to the Brunel Properties, which connection water tap shall be located at the corner of Golden Gate Canyon Road and Catamount Drive.

c. **Service Meter:** An existing water meter at the location of the Service Connection that meters the volume of water flowing from the Pipeline into the Service Connection to provide water to the Brunel Properties.

d. **Water Users:** The owners of the Property's residential units.

2. **Term.** The term of this Agreement shall remain in effect for as long as the Brunels are in compliance with the terms of this Agreement or until annexation of all or any portion of that Brunel Properties, unless otherwise terminated according to the terms of this Agreement. Upon annexation of all or a portion of any of the Brunel Properties, this Agreement shall terminate with respect to the annexed portion of that Brunel Properties, subject to the survival of certain provisions as set forth in paragraph 16(e).

3. **Supply of Water to the Water Users.** Golden shall deliver water into the Pipeline to enable the Water Users to withdraw water at their Service Connection in accordance with this Agreement, provided that the Water Users satisfy their payment obligations as provided in this Agreement.

4. **Water Pressure.** Golden shall deliver water into the Pipeline so as to maintain water pressure so as to supply the uses defined in paragraph 14 below.

5. **Water Quality.** Golden shall deliver treated water to the Service Connection of the Water Users and take reasonable steps to ensure that treated water at the Service Connection meets state and federal water quality standards.

6. **Water Service Charges.**

a. The Water Users agree to pay quarterly water service charges based on the following three components:

- i. Water delivery charge to the Service Connection as measured by the Service Meter and billed at the customary rate schedule applied to residential customers served by Golden inside its municipal boundary pursuant to Section 13.08.020 of Golden Municipal Code. The customary rate schedule may be amended from time to time.
- ii. Charge for operation, maintenance, repair, and replacement of point-of-entry treatment devices, provided such devices are necessary to comply with state and federal water quality standards.

b. The Water Users will receive a single invoice for quarterly water service charges, addressed to Kenneth Brunel at 21204 Copper Bucket Lane, Golden, Colorado

80403.

- c. **The Water Users agree to pay the quarterly water service charges based on the Water Users' financed portion of the cost of the Construction of the Service Connection as described in paragraph 8(d) below.**

7. **Interim Service.** There shall be no interim water service until the Service Connection is accepted. Following acceptance of the Service Connection, water service shall be billed in the manner provided in paragraph 6 above.

8. **Service Connection Construction.**

- a. **Definition.** The use of the Service Connection by the Water Users requires the following to be completed and operable:

- i. **The construction and installation of a new two-inch (2") water supply line as more particularly detailed in Exhibit B.**
- ii. **The installation of point-of-entry treatment devices if necessary to comply with state and federal water quality standards.**

- b. **Responsibilities.** The Water Users will be responsible for the design and construction of the Service Connection pursuant to Section 13.04.110 of the Golden Municipal Code. Golden will provide funds in an amount not to exceed \$30,000 to the Brunels for the construction of the Service Connection.

- c. **Supervision.** Water Users shall act as the contracting party and shall manage and supervise the construction and installation of the Service Connection in a workmanlike manner. Golden shall inspect and approve the completion of work for the Service Connection. Golden shall have no liability for faulty completion of the Service Connection.

- d. **Cost of Service Connection.** The Water Users shall pay all the actual costs of the Service Connection. Golden will finance the funded cost of construction of the Service Connection over a period of 5 years at an interest rate of 4.5% per annum pursuant to a Promissory Note secured by a Deed of Trust, attached hereto as **Exhibits C and D**, respectively. Golden will incorporate the principal and interest payments on the Promissory Note into the regular water service charge to the Water Users as described in paragraph 6. In the event the Water Users terminate this Agreement, the Water Users shall remain liable for the remaining balance, including interest, of the financed amount due on the Promissory Note.

9. **Facilities.** Golden owns the Pipeline and all associated facilities up to and including the Service Meter at the Water Users' Service Connection. Golden shall be solely responsible and shall pay for operation, maintenance, repair and replacement of the Pipeline and

Service Meter, in a manner consistent with Golden's maintenance, operation and repair of other water transmission facilities owned by Golden. Golden shall own, operate, maintain, repair and replace the point-of-entry treatment devices. Water Users shall pay Golden for the cost of operating, maintaining, repairing and replacing point-of-entry treatment devices as described in paragraph 5. Water Users shall be responsible for the operation, repair, and maintenance of the Service Connection from the water service tap to outlets on the Brunel Properties.

10. Future Repairs. Golden shall allow the Water Users access to the Service Meter at reasonable times. Should a leak occur through the Service Connection of the Water Users and not the Pipeline, the Water Users shall be responsible to repair the Service Connection leak. Any future financial obligations of Golden regarding the Pipeline are subject to annual appropriations by its City Council.

11. Compliance. Water Users shall comply with all provisions of Chapters 13.04 and 13.08 of the Golden Municipal Code pertaining to water regulations, water rates and water charges. The Brunel Properties shall be subject to a lien for all charges arising from Golden's water service as provided by Section 13.08.100 in the Golden Municipal Code. Moreover, the Water Users agree that as set forth in paragraph 8 (d) their obligation to pay the Promissory Note (**Exhibit C**) shall be secured by a Deed of Trust (**Exhibit D**) on the Brunel Properties.

12. Liability Among Water Users. The Water Users shall be jointly and severally liable and responsible to Golden for the water service charges as described in paragraphs 6, 7, and 8 above.

13. Reservation of Future Taps and Amounts. The Water Users shall be the only customers served by the Service Pipeline. Golden reserves the right to authorize or install additional water taps in any location and any amount from the Pipeline, so long as such additional taps do not impair the quantity, quality, or pressure of water delivered to the Water Users. Golden also reserves the right to limit the quantity of water to the Service Connection to historic levels consistent with the use on the Brunel Properties as set forth in paragraph 14.

14. Limitations on Use of Water. The water supplied to the Water Users under the Agreement shall only be usable by the Water Users for the following uses:

a. Domestic in-house use for the four existing single-family houses, and renovation or enlargement of said existing units provided such renovations or enlargements are restricted to single family residences. For purposes of this Agreement, an "enlargement" shall not exceed 100% of the existing structure;

b. Irrigation for lawns and agricultural lands, not to exceed one acre;

c. The Water Users may not increase the size of their tap located at the Service Connection.

d. If severe drought conditions create an unanticipated water shortage, Golden will not ration water service to the Water Users any more restrictively than to citizens within Golden's municipal boundary.

These specified limits on use are deemed necessary and desirable by Golden for utility-related purposes and to protect its water supply for existing and future municipal uses. Such limitations are consistent with the conditions that may be imposed on extraterritorial water users pursuant to Section 13.04.003 or the Golden Municipal Code and Golden's authority to limit use pursuant to Section 13.04.190 of the Golden Municipal Code.

15. Annexation. Except as provided in paragraph 2, annexation within the municipal boundaries of Golden shall not be a condition of continued water service to the Brunel Properties for the Water Users. However, any expansion or additional uses of water service beyond that described in paragraph 14 above shall be conditioned upon annexation by Golden and subject to the appropriate review and approvals of Golden's planning process. Such a condition for water service is consistent with Section 13.04.003 of the Golden Municipal Code.

In the event that any of the Brunel Properties are annexed, in whole or in part, into Golden, water shall be supplied to the annexed portion of such Properties solely in accordance with the customary rates and terms applicable to residential customers located within the boundaries of Golden or any applicable annexation agreement.

16. Termination.

(a) Golden shall have the right to terminate water service to the Water Users in the event the Water Users are delinquent in the payment of the water services charges pursuant to Sections 13.08.070(c) and 13.08.080 of the Golden Municipal Code.

(b) In the event that the Water Users no longer desire the delivery of water under the terms of this Agreement, that Water Users shall have the right to terminate this Agreement upon thirty (30) days advance written notice to Golden.

(c) If the Water Users connect to well water for domestic water use at any time after the Service Connection is completed and in use, Golden shall have the right to terminate water service to the Water Users and the Brunel Properties upon thirty (30) days written notice to the Water Users. Once Golden gives notice of this violation to the Water Users, the Water Users shall have the right to cure the violation for 30 days prior to termination of water service by Golden.

(d) If the Water Users terminate delivery of water service or the Water Users' service is terminated due to payment delinquencies before the termination of this Agreement, the Water Users shall still be jointly and severally responsible for all water service charges incurred before the date of termination.

(e) The following paragraphs of this Agreement shall survive termination: 12, 15, and 16(d).

17. Sanctions. If the Water Users violate the terms limiting the type of water uses and amount of water use as described in paragraphs 13 and 14, Golden shall have the sole discretion pursuant to Section 13.04.210 of the Golden Municipal Code to give notice of such violation and terminate water service in 30 days. Once Golden gives notice of a violation to the Water Users, the Water Users shall have the right to cure the violation for 30 days prior to termination of water service by Golden.

18. Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

Golden: City of Golden
Attn: Dan Hartman, Public Works Director
911 10th Street
Golden, CO 80401
Fax: (303) 384-8001
E-mail: dhartman@cityofgolden.net

Brunels: Kenneth, Kristi and John H. Brunel
21204 Copper Bucket Lane
Golden, CO 80403

John S. and Shan Brunel
21243 Copper Bucket Lane
Golden, CO 80403

Keith Brunel and Julie Javernick
21244 Copper Bucket Lane
Golden, CO 80403

LCB Limited, LP
Attn: Kenneth Brunel
21383 Copper Bucket Lane
Golden, CO 80403

19. Interpretation. It is the mutual understanding of the parties that this Agreement shall not be construed or interpreted in any way as obligating Golden to ever increase any tap size, expand water service beyond the uses described in paragraphs 14 and 15, or permit additional uses.

20. **Contract.** The Parties enter into this Agreement as a voluntary contract with valid consideration that binds the Parties to the terms therein.

21. **No Vested Property Rights.** This Agreement does not create a vested property right on behalf of the Water Users in the water rights of Golden.

22. **Waiver/Release.** Pursuant to the purpose and intent of this Agreement, and as part of the consideration bargained for in this contract, the Water Users waive any future right or claim that Golden is obligated to provide water service as a public utility, or that Golden is obligated to expand water service beyond the limits imposed in paragraphs 13, 14, and 15. Contemporaneously with this Agreement the Water Users agree to execute a Release and Settlement Agreement releasing and forever discharging Golden for any cause of action concerning any adverse impact upon the Brunel Properties Well, by Golden.

23. **Entire Agreement.** This Agreement including all Exhibits referenced herein and in the Recitals, constitutes the entire agreement between the Parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement, including without limitation the Pipeline Easements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

24. **Section Headings.** The headings of the sections of this Agreement are inserted solely for the convenience of reference and are not part of and are not intended to govern, limit, or aid in the construction of any term of provision herein.

25. **Full Authority.** The undersigned represent that they have full authority to enter this Agreement on behalf of the respective Parties. The Parties have taken all actions required and secured the necessary approvals to enter this Agreement. Golden further represents that this Agreement is in compliance with all municipal ordinances and that all appropriate resolutions concerning this Agreement have been duly enacted by its City Council.

26. **Further Assurances.** Golden and the Water Users agree and consent to execute such additional documents that may be required by them and cooperate and give such further assurance as may be reasonably necessary to further the intent and purpose of this Agreement, including the documents to verify that this Agreement is or is not of continuing force and effect.

27. **Counterparts.** This Agreement is executed in duplicate counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

Resolution No. 1971

Page 12

Acknowledged before me this _____ day of _____, 2009, by
_____, on behalf of the City of Golden.

Witness my hand and official seal.

My commission expires:

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

KENNETH BRUNEL

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this _____ day of _____, 2009, by KENNETH BRUNEL.

Witness my hand and official seal.

My commission expires:

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

KRISTI BRUNEL

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this _____ day of _____, 2009, by KRISTI BRUNEL.

Witness my hand and official seal.

My commission expires:

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

JOHN H. BRUNEL

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this _____ day of _____, 2009, by JOHN H. BRUNEL.

Witness my hand and official seal.

My commission expires:

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

JOHN S. BRUNEL

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this _____ day of _____, 2009, by JOHN S. BRUNEL.

Witness my hand and official seal.

My commission expires:

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

SHAN BRUNEL

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this _____ day of _____, 2009, by SHAN BRUNEL.

Witness my hand and official seal.

My commission expires:

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

KEITH BRUNEL

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this _____ day of _____, 2009, by KEITH BRUNEL.

Witness my hand and official seal.

My commission expires:

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

JULIE JAVERNICK

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this _____ day of _____, 2009, by JULIE
JAVERNICK

Witness my hand and official seal.

My commission expires:

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

LCB LIMITED, a Colorado Limited Partnership

By: _____

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

Acknowledged before me this _____ day of _____, 2009, by
_____, on behalf of LCB Limited, a Colorado Limited Partnership.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A

Legal Description

PARCEL A:

The N ½ SE ¼, S ½ NE ¼, SE ¼ NW ¼, Section 20, T 3 S, R 70 W of the 6th P.M., Jefferson County, Colorado, EXCEPT that portion of the N ½ of the SE ¼ of Section 20, T 3 S, R 70 W of the 6th P.M., Jefferson County, Colorado, described as follows:

Beginning at the East ¼ Corner of said Section 20; thence S 89°59'43" W along the North Line of the North ½ of the SE ¼ of said Section 20 a distance of 616.73 feet to the True Point of Beginning; thence S 89°59'43" W along the North Line of the N ½ of the SE ¼ of said Section 20 a distance of 1978.93 feet to the Northwest Corner of the SE ¼ of said Section 20; thence S 0°42'43" E along the West Line of the SE ¼ of said Section 20 a distance of 1279.62 feet to the Southwest Corner of the N ½ of the SE ¼ of said Section 20; thence S 89°07'56" E along the South Line of the N ½ of the SE ¼ of said Section 20 a distance of 1411.28 feet; thence N 0°03'11" W parallel to the East Line of the N ½ of the SE ¼ of said Section 20 a distance of 621.33 feet; thence N 51°58'28" E a distance of 278.84 feet; thence N 78°42'46" E a distance of 306.09 feet to a point of curvature; thence along a curve to the right whose central angle is 2°40'02", whose radius is 721.60 feet and whose chord bears N 80°02'46" E a distance of 33.59 feet to a point being 616.73 feet Westerly of the East Line of the N ½ of the SE ¼ of said Section 20, and 442.25 feet Southerly of the N ½ of the SE ¼ of said Section 20; thence N 0°03'11" W parallel to the East Line of the N ½ of the SE ¼ of said Section 20 a distance of 442.25 feet to the True Point of Beginning;

AND EXCEPTING a tract of land in the SE ¼ of the NE ¼ of said Section 20, as described in Book 3048, Page 240 of the records of Jefferson County, Colorado.

and

That part of the SW ¼ of Section 21, T 3 S, R 70 W of the 6th P.M., described as follows: The South 9 acres of the West ½ of the NW ¼ of the SW ¼ and also that portion of the SW ¼ of the SW ¼ lying West of the right of way heretofore conveyed to railroad by deed recorded in Book 92 at Page 499 of the Jefferson County records; EXCEPTING THEREFROM that part described in deed recorded in Book 1320 at Page 565 of the Jefferson County records.

and

That part of the SW ¼ of Section 21, T 3 S, R 70 W of the 6th P.M. situate in Jefferson County, Colorado, described as Old Railroad Grade and as further described in Book 92 at Page 499 of the Jefferson County records.

and

A tract of land located in the SE ¼ of Section 20 and in the NE ¼ of Section 29, all in Township 3 South, Range 70 West of the 6th P.M., described as follows:

Beginning at the Northeast Corner of the SE ¼ of the SE ¼ of said Section 20; thence N 89°07'56" W, along the North Line of the SE ¼ of the SE ¼ of said Section 20 a distance of 145.70 feet to the Northwesterly corner of a tract of land described in Book 2403 at Page 311 of the official records of Jefferson County, Colorado, said point being the True Point of Beginning; thence S 89°07'56" W along the North Line of the SE ¼ of the SE ¼ of said Section 20 a distance of 500.00 feet; thence S 0°03'11" E parallel to the East Line of the SE ¼ of the SE ¼ of said Section 20 a distance of 1308.88 feet to a point on the North Line of the NE ¼ of said Section 29; thence S 0°14'33" W parallel to the East Line of the NE ¼ of said Section 29 a distance of 1418.15 feet; thence S 88°15'01" E parallel to the North Line of the NE ¼ of said Section 29 a distance of 645.93 feet to a point on the East Line of the NE ¼ of said Section 29; thence N 0°14'33" E along the East Line of the NE ¼ of said Section 29 a distance of 1418.15 feet to the Northeast Corner of said Section 29; thence N 0°03'11" W along the East line of the SE ¼ of the SE ¼ of said Section 20 a distance of 870.13 feet to the Southerly-most corner of that tract of

Legal Description (Continued)

land described in said Book 2403 at Page 311; thence Northerly along the Westerly line of that tract of land described in said Book 2403 at Page 311 the following three courses:

- 1) N 16°02'00" W a distance of 125.92 feet;
- 2) N 2°04'15" W a distance of 204.29 feet;
- 3) N 39°34'30" W a distance of 163.10 feet to the True Point of Beginning.

EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

A tract of land located in the SE ¼ of Section 20 and the NE ¼ of Section 29, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, being more particularly described as follows:

(The basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)

Beginning at the Northeast Corner of the SE ¼ of the SE ¼ of said Section 20, thence N 89°25'20"W, 645.70 feet along the North Line of the SE ¼ of the SE ¼ of said Section 20;

Thence S 00°20'45" E, 1308.57 feet parallel with the East line of the SE ¼ of the SE ¼ of said Section 20 to a point on the North Line of the NE ¼ of said Section 29;

Thence S 00°00'13" W, 1418.15 feet parallel with the East Line of the NE ¼ of said Section 29;

Thence S 88°32' 12" E, 645.94 feet parallel with the North Line of the NE ¼ of said Section 29 to a point on the East Line of the NE ¼ of said Section 29;

Thence N 00°00'13" E, 1418.15 feet along the East Line of the NE ¼ of said Section 29 to the Northeast Corner of said Section 29;

Thence N 00°20'45" W, 1318.55 feet along the East Line of the SE ¼ of the SE ¼ of said Section 20 to the Point of Beginning.

As conveyed to Keith Brunel and Julie A. Javernick by the deeds recorded on May 16, 2006, at Reception No. 2006058359 and on August 23, 2006, at Reception No. 2006103236,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

The North 200.7 feet of the South 1188.5 feet of the E ½ of the E ½ of the SW ¼ of Section 21, Township 3 South, Range 70 West of the 6th P.M., in the County of Jefferson, State of Colorado,

Except that portion deeded to the City of Golden in Book 1877 at Page 342, records of Jefferson County, County of Jefferson, State of Colorado,

As conveyed to William J. Cullum and Lisa Cullum and Jack L. Cullum and Richard L. Long and Carol Doerner-Long by the deed recorded on February 22, 1995, at Reception No. F0019218,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND those portions thereof conveyed to the State Department of Highways, Division of Highways, State of Colorado by the deeds recorded on April 11, 1991, at Reception Nos. 91030191 and 91030192,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

A parcel of land in the NE ¼ SE ¼ of Section 20, Township 3 South, Range 70 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, for a 60 foot wide right of way for Jefferson County Road No. 70, more particularly described as follows:

Commencing at the East ¼ corner of said Section 20, an existing stone;

Thence S 00°12'21" E 440.65 feet along the East line of said NE ¼ SE ¼ to the intersection with the North right-of-way line of Jefferson County Road No. 70;

Thence continuing S 00°12'21" E 62.13 feet along said East Line to the intersection with the South right-of-way line of said road;

Thence N 75°10'21" W 261.11 feet along said South right-of-way line to a point of curvature;

Thence 368.75 feet along said South right-of-way line and along the arc of a curve to the left whose delta is 31°02'12", whose radius is 680.73 feet to a point on a curve;

Legal Description (Continued)

Thence N 00°12'21" W 62.21 feet parallel to the East Line of said NE ¼ SE ¼ to the intersection with the North right-of-way line of said road, being a point on a curve;
Thence 384.10 feet along said North right-of-way line and along the arc of a curve to the right whose delta is 29°42'36", whose radius is 740.73 feet, whose chord bears N 89°58'21" E 379.81 feet to a point of tangency;
Thence S 75°10'21" E 245.00 feet along said North right-of way line to the Point of Beginning,
As conveyed to Jefferson County by the deeds recorded on November 18, 1988, at Reception No. 88113312, and on November 29, 1988, at Reception No. 88115678,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

The SE ¼ NW ¼ and a portion of the S ½ NE ¼ of Section 20, Township 3 South, Range 70 West of the Sixth Principal Meridian, more particularly described as follows:

Commencing at the East ¼ Corner of said Section 20, an existing stone, thence S 89°50'12" W 1147.64 feet to the Point of Beginning;

Thence S 89°50'54" W 150.66 feet along the South Line of said S ½ NE ¼ to the Southeast Corner of the SW ¼ NE ¼ of said Section 20;

Thence S 89°50'17" W 1298.30 feet along said South Line to the Center of said Section 20, an existing pin with an aluminum cap, Lane, L.S. No. 438;

Thence S 89°50'56" W 1319.42 feet along the South Line of the SE ¼ NW ¼ of said Section 20 to the Southwest Corner of said SE ¼ NW ¼;

Thence N 00°56'19" W 1322.53 feet along the West Line of said SE ¼ NW ¼ to the Northwest Corner of said SE ¼ NW ¼;

Thence S 89°44'57" E 1322.02 feet along the North Line of said SE ¼ NW ¼ to the Northeast Corner of said SE ¼ NW ¼, being the Northwest Corner of the S ½ NE ¼ of said Section 20;

Thence N 89°47'41" E 1463.46 feet along the North Line of said S ½ NE ¼ to a point, said point being N 89°47'41" E a distance of 1147.64 feet from the East Line of the S ½ NE ¼ of said Section 20;

Thence S 00°11'58" E 1314.27 feet parallel to the East Line of said S ½ NE ¼ to the Point of Beginning, County of Jefferson State of Colorado,

As conveyed to Jefferson County by the deeds recorded on November 18, 1988, at Reception No. 88113313 and on November 29, 1988, at Reception No. 88115677

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

A parcel of land in a portion of the S ½ NE ¼ and in a portion of the NE ¼ SE ¼ of Section 20, Township 3 South, Range 70 West of the Sixth Principal Meridian, more particularly described as follows:

Beginning at the East ¼ Corner of said Section 20, an existing stone;

Thence S 00°12'21" E 440.65 feet along the east Line of said NE ¼ SE ¼ to the intersection with the North right-of-way line of Golden Gate Canyon Road;

Thence N 75°10'21" W 245.00 feet along said right-of-way line to a point of curvature;

Thence 384.10 feet along said right-of-way and along the arc of a curve to the left whose delta is 29°42'36", whose radius is 740.73 feet to a point on curve;

Thence N 00°12'21" W 376.27 feet parallel to the East Line of said NE ¼ SE ¼ to the intersection with the South Line of the S ½ NE ¼, an existing pin with aluminum cap, lane, L.S. No. 438 (which point is 0.12 feet South of the true South Line of said S ½ NE ¼);

Thence S 89°50'54" W 531.22 feet along the South Line of said S ½ NE ¼ to a point, said point being S 89°50'17" W 1147.64 feet from the East ¼ Corner of said Section 20;

Thence N 00°11'58" W 1314.27 feet parallel to the East Line of said S ½ NE ¼ to the intersection with the North Line of said S ½ NE ¼;

Thence N 89°47'41" E 1147.64 feet along the North Line of said S ½ NE ¼ to the Northeast Corner of said S ½ NE ¼ to the Northeast Corner of said S ½ NE ¼, an existing No. 4 rebar with 1"x2" stake marked 1/16 Corner;

Thence S 00°11'58" E 1315.11 feet along the East Line of said S ½ NE ¼ to the Point of Beginning,

Legal Description (Continued)

As conveyed to The Jefferson County Finance Corporation by the deed recorded on November 18, 1988, at Reception No. 88113311,

AND SUBJECT TO AN EASEMENT described as:

A non-exclusive access easement described as:

A 20.00 foot wide strip of land located in the SW ¼ of Section 21 and the SE ¼ of Section 20, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, said 20.00 foot wide strip of land being 10.00 feet on both sides of the following described centerline:

(the basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)

Commencing at the Southeast Corner of said Section 20, thence N 39°43'34" E, 1711.43 feet to a point on the Westerly line of State Highway 93, said point being the Point of Beginning;

Thence N 84°41'06" W, 79.12 feet;

Thence S 89°09'22" W, 376.21 feet;

Thence N 00°21'09" W, 66.26 feet;

Thence N 76°13'30" W, 81.92 feet;

Thence Northwesterly 57.71 feet along the arc of a curve concave to the Northeast, said arc having a radius of 2000.00 feet, a central angle of 01°39'12" and being subtended by a chord that bears N 75°23'54" W, 57.71 feet;

Thence N 74°34'18" W, 132.37 feet;

Thence Northwesterly 111.53 feet along the arc of a curve concave to the Southwest, said arc having a radius of 1500.00 feet, a central angle of 04°15'36" and being subtended by a chord that bears N 76°42'06" W, 111.50 feet;

Thence N 78°49'54" W, 226.92 Feet;

Thence Northwesterly 66.13 feet along the arc of a curve concave to the Southwest, said arc having a radius of 6000.00 feet, a central angle of 00°37'53" and being subtended by a chord that bears N 79°08'51" W, 66.13 feet;

Thence N 79°27'47" W, 173.66 feet;

Thence Northwesterly 150.48 feet along the arc of a curve concave to the northeast, said arc having a radius of 450.00 feet, a central angle of 19°09'35" and being subtended by a chord that bears N 69°53'00" W, 149.78 feet;

Thence S 00°00'00" E, 30.05 feet;

Thence Southeasterly 44.78 feet along the arc of a curve concave to the Northeast, said arc having a radius of 55.00 feet; a central angle of 46°39'01" and being subtended by a chord that bears S 23°19'31" E, 43.55 feet;

Thence S 46°39'01" E, 104.57 feet;

Thence Southeasterly 61.80 feet along the arc of a curve concave to the Southwest, said arc having a radius of 500.00 feet, a central angle of 07°04'52" and being subtended by a chord that bears S 43°06'35" E 61.76 feet;

Thence S 39°34'09" E, 145.93 feet to the Point of Terminus from whence the Southeast Corner of said Section 21 bears S 04°29'16" E, 1323.55 feet, said point also being on the North Line of the SE ¼ of the SE ¼ of said Section 20;

The sidelines of said strip are lengthened or shortened to begin on the Westerly line of State Highway 93, meet at angle points and terminate on the North Line of the SE ¼ of the SE ¼ of said Section 20,

As granted to Keith Brunel and Julie A. Javernick by the deed recorded on August 23, 2006, at Reception No. 2006103236.

PARCEL B:

A tract of land located in the SE ¼ of Section 20 and the NE ¼ of Section 29, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, being more particularly described as follows:

(The basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)

Beginning at the Northeast Corner of the SE ¼ of the SE ¼ of said Section 20, thence N 89°25'20"W, 645.70 feet along the North Line of the SE ¼ of the SE ¼ of said Section 20;

Legal Description (Continued)

Thence S 00°20'45" E, 1308.57 feet parallel with the East line of the SE ¼ of the SE ¼ of said Section 20 to a point on the North Line of the NE ¼ of said Section 29;

Thence S 00°00'13" W, 1418.15 feet parallel with the East Line of the NE ¼ of said Section 29;

Thence S 88°32' 12" E, 645.94 feet parallel with the North Line of the NE ¼ of said Section 29 to a point on the East Line of the NE ¼ of said Section 29;

Thence N 00°00'13" E, 1418.15 feet along the East Line of the NE ¼ of said Section 29 to the Northeast Corner of said Section 29;

Thence N 00°20'45" W, 1318.55 feet along the East Line of the SE ¼ of the SE ¼ of said Section 20 to the Point of Beginning,

TOGETHER WITH A non-exclusive access easement described as:

A 20.00 foot wide strip of land located in the SW ¼ of Section 21 and the SE ¼ of Section 20, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, said 20.00 foot wide strip of land being 10.00 feet on both sides of the following described centerline:

(the basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)

Commencing at the Southeast Corner of said Section 20, thence N 39°43'34" E, 1711.43 feet to a point on the Westerly line of State Highway 93, said point being the Point of Beginning;

Thence N 84°41'06" W, 79.12 feet;

Thence S 89°09'22" W, 376.21 feet;

Thence N 00°21'09" W, 66.26 feet;

Thence N 76°13'30" W, 81.92 feet;

Thence Northwesterly 57.71 feet along the arc of a curve concave to the Northeast, said arc having a radius of 2000.00 feet, a central angle of 01°39'12" and being subtended by a chord that bears N 75°23'54" W, 57.71 feet;

Thence N 74°34'18" W, 132.37 feet;

Thence Northwesterly 111.53 feet along the arc of a curve concave to the Southwest, said arc having a radius of 1500.00 feet, a central angle of 04°15'36" and being subtended by a chord that bears N 76°42'06" W, 111.50 feet;

Thence N 78°49'54" W, 226.92 Feet;

Thence Northwesterly 66.13 feet along the arc of a curve concave to the Southwest, said arc having a radius of 6000.00 feet, a central angle of 00°37'53" and being subtended by a chord that bears N 79°08'51" W, 66.13 feet;

Thence N 79°27'47" W, 173.66 feet;

Thence Northwesterly 150.48 feet along the arc of a curve concave to the northeast, said arc having a radius of 450.00 feet, a central angle of 19°09'35" and being subtended by a chord that bears N 69°53'00" W, 149.78 feet;

Thence S 00°00'00" E, 30.05 feet;

Thence Southeasterly 44.78 feet along the arc of a curve concave to the Northeast, said arc having a radius of 55.00 feet; a central angle of 46°39'01" and being subtended by a chord that bears S 23°19'31" E, 43.55 feet;

Thence S 46°39'01" E, 104.57 feet;

Thence Southeasterly 61.80 feet along the arc of a curve concave to the Southwest, said arc having a radius of 500.00 feet, a central angle of 07°04'52" and being subtended by a chord that bears S 43°06'35" E 61.76 feet;

Thence S 39°34'09" E, 145.93 feet to the Point of Terminus from whence the Southeast Corner of said Section 21 bears S 04°29'16" E, 1323.55 feet, said point also being on the North Line of the SE ¼ of the SE ¼ of said Section 20;

The sidelines of said strip are lengthened or shortened to begin on the Westerly line of State Highway 93, meet at angle points and terminate on the North Line of the SE ¼ of the SE ¼ of said Section 20.

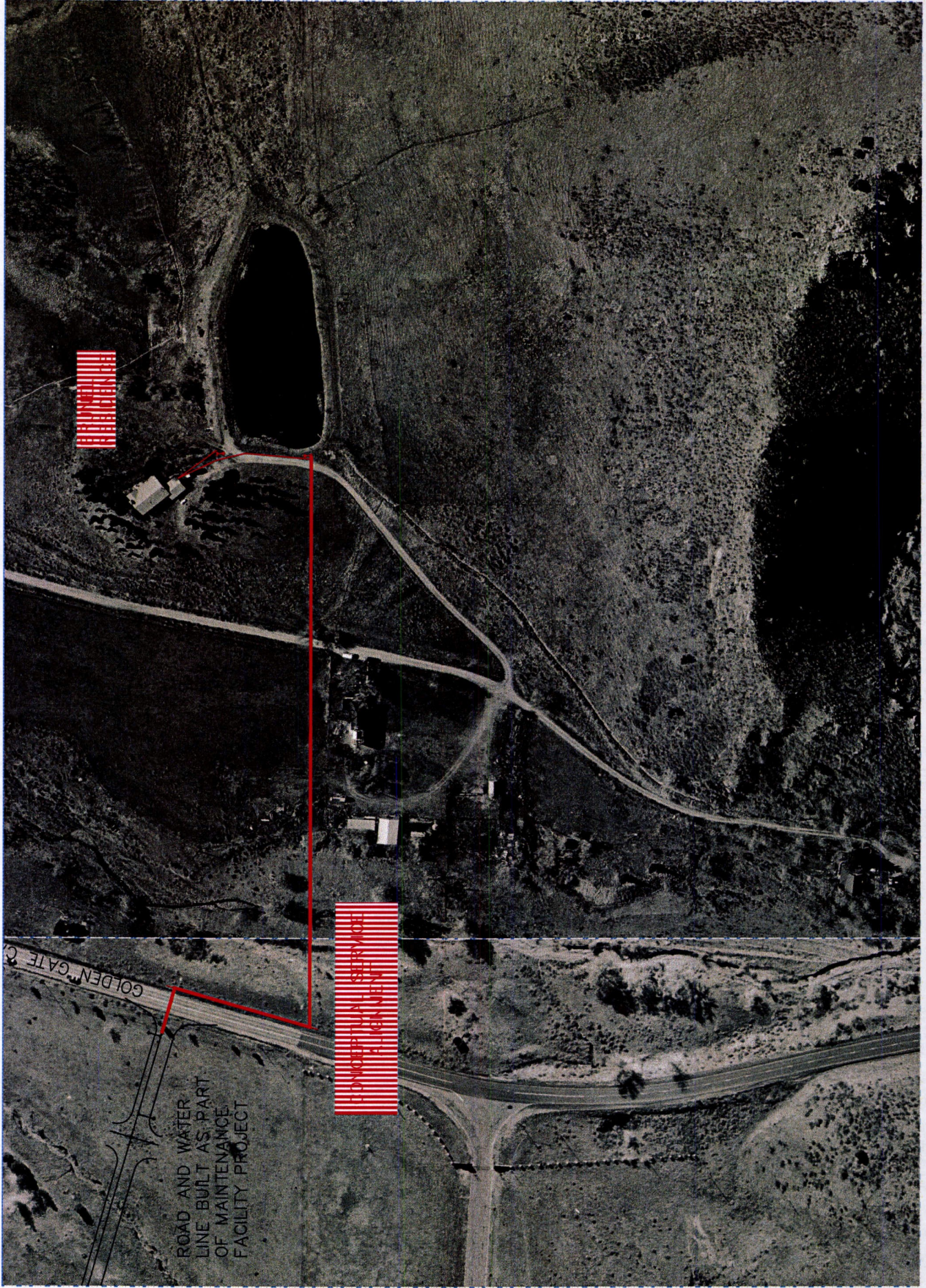
PARCEL C:

A tract of land in the SW ¼ of Section 21, Township 3 South, Range 70 West of the 6th P.M., more particularly described as follows:

Legal Description (Continued)

Beginning at the SW Corner of said SW $\frac{1}{4}$, thence North along the West Line of said SW $\frac{1}{4}$ 1116.84 feet to a point; thence East 80.14 feet to the True Point of Beginning; thence North 383.65 feet; thence S 77°20'30" E 256.35 feet; thence South 327.59 feet; thence West 250.12 feet, more or less, to said True Point of Beginning, County of Jefferson, State of Colorado.

WATER SERVICE ALIGNMENT BRUNEL PROPERTY





R \$46.00
D \$0.00
NOTE

2009084071

08/21/2009 10:46:18 AM 9 Page(s)

Jefferson County, Colorado

PROMISSORY NOTE

U.S. \$ 25,933

Golden, Colorado

June 15, 2009

46.00
DB

1-9

FOR VALUE RECEIVED, the undersigned (Borrowers) promise(s) to pay the **City of Golden** (Note Holder) the principal sum of twenty-five thousand nine hundred thirty- three U.S. Dollars (\$25, 933) with interest at the rate of **four and one-half percent (4.5%)** per annum on the unpaid principle balance, amortized over five (5) years, payable in nineteen (19) equal quarterly (3 month) installments of principal and interest in the amount of \$1,455.24 plus one final payment of \$1,439.05. All payments shall be payable at **911 - 10th Street, Golden, Colorado 80401**, or such other place as the Note Holder may designate, with such payments being billed to Borrowers with the quarterly water bill from the City of Golden. The entire principal amount outstanding and accrued interest thereon shall be due and payable on September 30, 2014, or upon the earlier sale, conveyance or transfer of any portion, or all of the property located at 21243 and 21383 Copper Bucket Lane, Golden, Colorado 80403.

Borrower shall pay to the Note Holder a late charge of five percent (5%) of any payment not received by the Note Holder within five business days after the payment is due. If any payment is not received within ten (10) business days after payment is due, Note Holder may, at its option, declare the entire unpaid principal and accrued interest balance due and payable immediately.

Payments received for application to this Note shall be applied first to the payment of late charges, if any, and second to payment of accrued interest, if any, and the balance applied to reduction of the principal amount.

If the Note Holder must initiate litigation to collect the loan it shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payment.

Presentment, notice of dishonor, and protest are hereby waived by Borrower and all other makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.

Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (1) delivery to Borrower, or (2) mailing such notice by certified mail, return receipt requested, addressed to the Borrower at the Borrower's address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be in writing and shall be given and be effective upon (1) delivery to Note Holder or (2) by mailing such notice by certified mail, return receipt requested, to the Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Deed of Trust dated June 16, 2009, and until released said Deed of Trust contains additional rights of the Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said Deed of Trust grants rights to the property described in Exhibit A, attached hereto, and located in the County of Jefferson, State of Colorado, which property is also known by street and number as:

- 21243 Copper Bucket Lane, Golden, CO 80403
- 21283 Copper Bucket Lane, Golden, CO 80403

Executed this 16 day of June 2009, by the following BORROWERS

2

BORROWERS:

By: *[Signature]*
Kenneth A. Brunel, individually and as
General Partner of LCB Limited

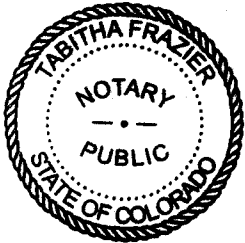
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the 16th day of June, 2009, by Kenneth A. Brunel.

Witness my hand and official seal.

My commission expires:

[Signature]
Notary Public



My commission expires Oct 20, 2009

ADDITIONAL EXECUTION PAGES FOLLOW

3

By: *John H. Brunel*
John H. Brunel, individually and as
General Partner of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the 16th day of June, 2009, by John H. Brunel.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public

REBECCA WALLACE BEATTIE
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 8/7/2010

ADDITIONAL EXECUTION PAGES FOLLOW

4

By: [Signature]
John S. Brunel, individually and as
General Partner of LCB Limited

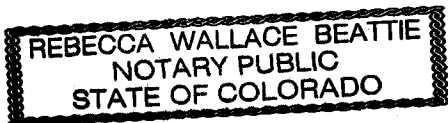
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the 16th day of June, 2009, by John S. Brunel.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public



MY COMMISSION EXPIRES 8/7/2010

ADDITIONAL EXECUTION PAGES FOLLOW

5

By: *Keith A. Brunel*
Keith A. Brunel, individually and as
General Partner of LCB Limited

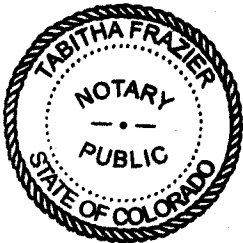
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the 16th day of June, 2009, by Keith A. Brunel.

Witness my hand and official seal.

My commission expires:

Tabitha Frazier
Notary Public



My commission expires Oct 20, 2009

ADDITIONAL EXECUTION PAGES FOLLOW

By:

David W. Brunel

David W. Brunel, as General Partner
of LCB Limited

6

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the 17th day of June, 2009, by David W. Brunel.

Witness my hand and official seal.

My commission expires:

June 1, 2010

[Signature]

Notary Public



ADDITIONAL EXECUTION PAGES FOLLOW

1

By: Kristi Brunel
Kristi Brunel

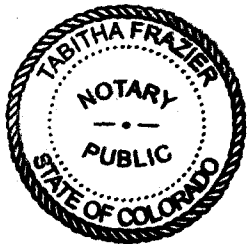
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the 16th day of June, 2009, by Kristi Brunel.

Witness my hand and official seal.

My commission expires:

Tabitha Frazier
Notary Public



My commission expires Oct 20, 2009

*****ADDITIONAL EXECUTION PAGES FOLLOW*****

8

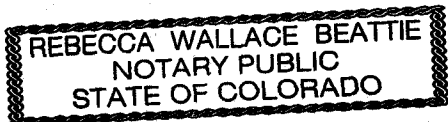
By: Shan Brunel
Shan Brunel

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the 16th day of June, 2009, by Shan Brunel.

Witness my hand and official seal.

My commission expires: 8/7/2010



Rebecca Wallace Beattie
Notary Public

MY COMMISSION EXPIRES 8/7/2010

*** ADDITIONAL EXECUTION PAGE FOLLOWS ***

By: Julie Javernick
Julie Javernick

9

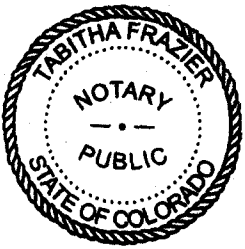
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the 16th day of June, 20 09, by Julie Javernick.

Witness my hand and official seal.

My commission expires:

Tabitha Frazier
Notary Public



My commission expires Oct 20, 2009



2009084072

08/21/2009 10:46:18 AM 8 Page(s)

Jefferson County, Colorado

R \$41.00

D \$0.00

TD

Recorded at _____ o'clock _____ M.
Reception No. _____

41.00
EB

DEED OF TRUST

THIS INDENTURE, Made this 16 day of June, 2009, between LCB Limited, a Colorado limited partnership, whose address is 21243 Copper Bucket Lane, Golden, Colorado 80403, hereinafter referred to as "Grantor", and the Public Trustee of the County of Jefferson, State of Colorado, hereinafter referred to as "Public Trustee."

1-A

WITNESSETH, THAT, WHEREAS, LCB Limited, Kenneth Brunel, Kristi Brunel, John H. Brunel, John S. Brunel, Shan Brunel, Keith Brunel, and Julie Jevernick executed a promissory note or notes, hereinafter referred to in the singular, dated June 16, 2009, for the principal sum of \$25,933, payable to the order of the City of Golden, Colorado, whose address is 911 - 10th Street, Golden, Colorado 80401, amortized over five years from the date hereof, with interest accruing thereon from June 15, 2009, at the rate of four and one-half percent (4.5%) per annum, payable as follows:

Payable in nineteen (19) equal quarterly (3-month) installments of principal and interest in the amount of \$1,455.24 and one (1) final payment of \$1439.05. All payments shall be payable at 911 - 10th Street, Golden, Colorado, 80401, or such other place as the Note Holder may designate, with such payments being billed to Grantor with the quarterly water bill from the City of Golden. The entire principal amount outstanding and accrued interest thereon shall be due and payable on September 30, 2014, or upon the earlier sale, conveyance or transfer of any portion, or all of the property located at 21243 21383 Copper Bucket Lane, Golden, Colorado 80403.

AND WHEREAS, The Grantor is desirous of securing payment of the principal and interest of said promissory note in whose hands soever the said note or any of them may be.

NOW, THEREFORE, The Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust forever; the property described in Exhibit A, attached hereto, and situate in the County of Jefferson, State of Colorado, also known by street and number as:

- 21243 Copper Bucket Lane, Golden, CO 80403
- 21383 Copper Bucket Lane, Golden, CO 80403

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note or any of them, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or any of them, or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the Public Trustee, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for the Public Trustee to sell and dispose of the same (en masse or in separate parcels, as the said Public Trustee may think best), and all the right, title and interest of the grantor, his heirs or assigns therein, at public auction at the front door of the Court House, in the County of Jefferson, State of Colorado, or on said premises, or any part thereof as ,may be specified in the notice of said sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County of Jefferson, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the grantor at the address herein given and to such person or persons appearing to have acquired a subsequent

record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Public Trustee shall, upon demand by the person or persons holding the said certificate or certificates of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Public Trustee and shall convey and quitclaim to such person or persons entitled to such deed, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the grantor, his heirs and assigns therein, and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrance, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds and the Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said note the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at **four and one-half per cent (4.5%) per annum**, rendering the overplus, if any, unto the grantor, his legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the grantor, his heirs and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under the grantor; or any of them. The holder or holders of said note or notes may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. If a release deed be required, it is agreed that the grantor, his heirs or assigns, will pay the expense thereof.

And the grantor, for himself and his heirs, personal representatives or assigns covenants and agrees to and with the Public Trustee, that at the time of the ensembling of and delivery of these presents he is well seized of the said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid" hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same are free and clear of all liens and encumbrances whatever, and the above bargained property in the quiet and peaceable possession of the Public Trustee, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the grantor shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the grantor shall timely pay all taxes and assessments levied on the property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies meeting the net worth requirements of the beneficiary hereof in an amount not less than the then total indebtedness. Each policy shall contain a loss payable clause naming the beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten days written notice to the beneficiary. At the option of the beneficiary, the original policy or policies of insurance shall be delivered to the beneficiary as further security for the indebtedness. Should the grantor fail to insure and deliver the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of ___ % per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the grantor. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

If all or any part of the property or an interest therein is sold or transferred by the grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and

the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

AND THAT IN CASE OF ANY DEFAULT, Whereby the right of foreclosure occurs hereunder, the Public Trustee or the holder of said note or certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be: and such possession shall at once be delivered to the Public Trustee or the holder of said note or certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the Public Trustee or the holder of said note or certificate of purchase by any appropriate civil suit or proceeding, and the Public Trustee, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice-- notice being hereby expressly waived -- and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the grantor; his personal representatives or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, reasonable attorney's fees for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the Cost of such foreclosure proceedings.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed this 16th day of June 2009.

EXECUTION PAGES FOLLOW

By: Kenneth A. Brunel
Kenneth A. Brunel, individually and as
General Partner of LCB Limited

4

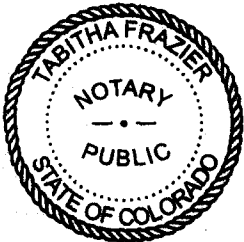
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the 16th day of June, 2009, by Kenneth A. Brunel.

Witness my hand and official seal.

My commission expires:

Tabitha Frazier
Notary Public



My commission expires Oct 20, 2009

5

By: *John H. Brunel*
John H. Brunel, individually and as
General Partner of LCB Limited

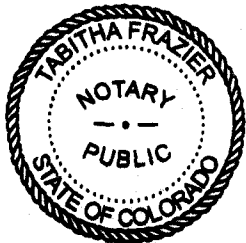
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the 16th day of
June, 2009, by John H. Brunel.

Witness my hand and official seal.

My commission expires:

Tabitha Frazier
Notary Public



My commission expires Oct 20, 2009

By: [Handwritten Signature]

John S. Brunel, individually and as
General Partner of LCB Limited

4

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the 16th day of June, 2009, by John S. Brunel.

Witness my hand and official seal.

My commission expires: 8/7/2010

[Handwritten Signature: Rebecca Wallace Beattie]
Notary Public

REBECCA WALLACE BEATTIE
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 8/7/2010

By: *Keith A. Brunel*
Keith A. Brunel, individually and as
General Partner of LCB Limited

1

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the 16th day of
June, 2009, by Keith A. Brunel.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public



MY COMMISSION EXPIRES 8/7/2010

By: David W. Brunel
David W. Brunel, as General Partner
of LCB Limited

8

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the 17th day of June, 2009, by David W. Brunel.

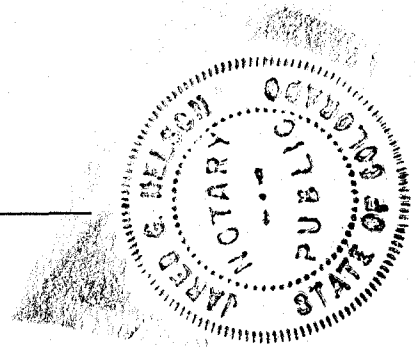
Witness my hand and official seal.

My commission expires:

June 1, 2010

Jared G. Helgeson

Notary Public





R \$56.00

D \$0.00

2009084073

RL

08/21/2009 10:46:18 AM 11 Page(s)

Jefferson County, Colorado

RELEASE AND SETTLEMENT AGREEMENT

56.00
DB

1-11

This Release and Settlement Agreement, made on the day indicated below, by and between the **CITY OF GOLDEN**, ("the City"), and **KENNETH BRUNEL, KRISTI BRUNEL, JOHN H. BRUNEL, JOHN S. & SHAN BRUNEL, KEITH BRUNEL & JULIE JAVERNICK**, and **LCB LIMITED**, a Colorado Limited Partnership (collectively referred to herein as the "Brunels"):

WHEREAS, the City and the Brunels are desirous of reaching a settlement of any and all claims the Brunels may have against the City regarding any adverse effect or damage to a well from construction activity undertaken by the City. The well is located on property which is owned by the Brunels, which property consists of four parcels upon which are located four (4) single family residential units (collectively the "Brunel Properties") as shown on **Exhibit A** which is attached hereto and made a part of this Release and Settlement Agreement. The well is located on and serves only 21204 Copper Bucket Lane, Golden, Colorado 80403.

NO ATTACHMENT

THEREFORE, the Brunels, for the following described consideration, the receipt and sufficiency of which is hereby acknowledged, hereby **REMISE, RELEASE AND FOREVER DISCHARGE** the City, its successors, affiliates, predecessors, assigns, officers, directors, employees, former employees, servants, agents, appointed officials, attorneys and insurance carriers, together with all other persons, firms and corporations, whomsoever, of and from any and all actions, injuries, claims and demands, whatsoever, including all claims for interest, costs and attorneys fees, which the Brunels now have or may hereafter have on account of or arising out of damage to the above described property.

1. **CONSIDERATION TO THE BRUNELS**

The consideration to the Brunels is as follows:

The City agrees to provide the Brunel Properties with city water at in-city water rates, in accordance with and limited to the terms of the Water Service Agreement between the parties.

RESCANNED DATE 8-24-2009
No Attachment Stamp

2. **RELEASE.** The Brunels, including their successors, agents, assigns and estates, hereby release the City, and all current and former employees, current and former officials, agents, self insurance pools and attorneys of the City (collectively the "Releasees") from any and all claims, causes of action, liabilities, expenses and/or damages which the Brunels may have or assert against the Releasees as a result of any acts by those entities or by any current or former employees, agents or attorneys of those entities which occurred prior to the effective date of this Release and Settlement Agreement, or omissions by the Releasees with regard to acts which should have been performed prior to the effective date of this Release and Settlement Agreement, including, without limiting the generality of the foregoing, any act or omission arising out of, or related to any adverse effect or damage by the City to the well located on the property at 21204 Copper Bucket Lane, Golden, Colorado 80403.

Without limiting the generality of the foregoing, this Release and Settlement Agreement applies to any and all matters asserted, or which could have been asserted, up to the effective date of this Release and Settlement Agreement.

3. **COVENANT NOT TO SUE.** The Brunels further agree and covenant that they, either individually or jointly, have not and will not sue, or assert any federal, state or administrative cause of action, at law or in equity, whether before a court of law or an administrative agency, against the Releasees for any claims, causes of action, liabilities, expenses and/or damages arising out of any acts by any of them which occurred prior to the effective date of this Release and Settlement Agreement, or omissions by any of them to perform acts which should have been performed prior to the effective date of this Release and Settlement Agreement, including, without limiting the generality of the foregoing, any act or omission arising out of, or related to any adverse effect or damage by the City to the well located on the property at 21204 Copper Bucket Lane, Golden, Colorado 80403.

4. **WARRANTY OF THE BRUNELS CONCERNING CONSIDERATION RECEIVED**

The Brunels, individually and jointly, warrant as follows:

1) That no promise or agreement not herein expressed has been made to the Brunels; 2) that in executing this Release and Settlement Agreement, the Brunels are not relying upon any statement or representation made by the parties hereby released or said parties' agents, affiliates and servants concerning any matter or thing, but are relying solely upon their personal judgment and knowledge; 3) that the above mentioned consideration is received by the Brunels in full settlement and satisfaction of all of the aforesaid claims and demands, whatsoever, whether said claims be in tort, contract, by statute or otherwise; 4) that it is the Brunels' clear intention to fully and forever release the Releasees from any and all claims, even if there may presently exist a mistaken belief on the part of the Brunels as to the present nature and extent of the claims through the

date of the execution of this Agreement; 5) that a portion of the consideration provided to the Brunels hereunder is being provided for the Brunels' voluntary assumption of risk that the Brunels' injuries or damages, if any, may worsen or increase or give rise to new legal claims for relief or claims for further damages in the future; 6) that this Release and Settlement Agreement was arrived at in good faith, at arm's length and after negotiation; 7) that the above mentioned consideration is received by the Brunels in full settlement and satisfaction of any claims which the Brunels may have for attorney's fees or costs pursuant to any statutory or common law authority; 8) that the Brunels are legally competent to execute, appreciate and fully understands this Release and Settlement Agreement; 9) that before signing this Release, and being fully informed of its content and meaning, the Brunels have had the opportunity to have legal counsel explain the meaning and legal significance of each and every provision hereof, and have executed this Release and Settlement Agreement with full knowledge and understanding; and (10) by agreeing to any release or waiver the City does not intend to waive the limitations on liability and its rights, protections and defenses which are provided to the City under the Colorado Governmental Immunity Act §24-10-101, *et seq.*, C.R.S., or otherwise available at law.

3

The Brunels further warrant that there are no assignees, subrogees or other third parties who have a right to participate in this settlement or receive any of the consideration provided hereunder other than the parties executing this Agreement.

5. **NO ADMISSION OF LIABILITY**

The Brunels acknowledge that they understand that the consideration to them by the City shall occur upon the Brunels' execution of this Release and Settlement Agreement. The Brunels understand that the City has agreed to the settlement described herein, that the City contests any and all liability, and that this settlement is not to be construed, in any way, as an admission of liability on the part of the City, but is only a settlement of a claim made specifically to avoid the costs of litigation.

6. **COSTS AND ATTORNEYS FEES**

The Brunels and the City agree that all parties are to bear their own costs and attorney's fees.

7. **MISCELLANEOUS PROVISIONS**


This Release and Settlement Agreement contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties.

This Release and Settlement Agreement shall be binding upon the Brunels, their successors, assigns and subrogees, if any, as well as all other persons, firms, corporations or entities acting on the Brunels' behalf or asserting a derivative claim.

4

Executed this 16 day of June, 2009.

KENNETH BRUNEL

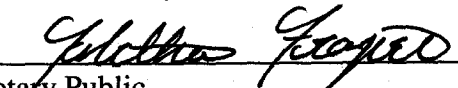


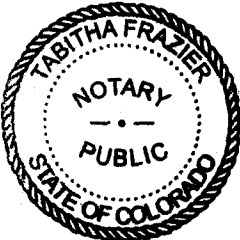
STATE OF COLORADO)
) ss.
 COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the 16th day of June, 2009, by
Kenneth Brunel for KENNETH BRUNEL of Jefferson
 County, Colorado.

Witness my hand and official seal.

My commission expires: October 20, 2009


 Notary Public



My commission expires Oct 20, 2009

[SIGNATURES CONTINUE ON NEXT PAGE]

KRISTI BRUNEL

Kristi Brunel

5

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the 16th day of June, 2009, by
Rebecca Wallace Beattie for KRISTI BRUNEL of Jefferson
County, Colorado.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public

REBECCA WALLACE BEATTIE
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 8/7/2010

JOHN H. BRUNEL

John H Brunel

6

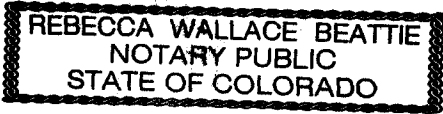
STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the 16th day of June, 2009, by
Rebecca Wallace Beattie for JOHN H. BRUNEL of Jefferson
County, Colorado.

Witness my hand and official seal.

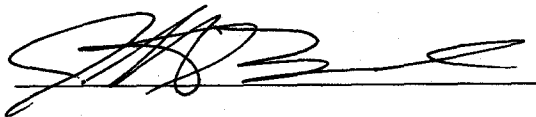
My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public



MY COMMISSION EXPIRES 8/7/2010

JOHN S. BRUNEL



A handwritten signature of John S. Brunel, consisting of stylized initials and a surname, written in black ink over a horizontal line.

^

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the 16th day of June, 2009, by
Rebecca Wallace Beattie for JOHN S. BRUNEL of Jefferson
County, Colorado.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public

REBECCA WALLACE BEATTIE
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 8/7/2010

SHAN BRUNEL

Shan Brunel

8

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the 16th day of June, 2009, by Rebecca Wallace Beattie for SHAN BRUNEL of Jefferson County, Colorado.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public



MY COMMISSION EXPIRES 8/7/2010

KEITH BRUNEL

Keith Brunel

9

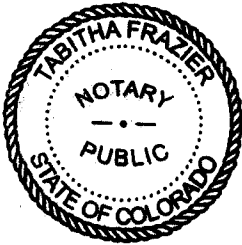
STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the 16th day of June, 2009, by
Keith Brunel for KEITH BRUNEL of Jefferson County,
Colorado.

Witness my hand and official seal.

My commission expires: October 20, 2009

Tabitha Frazier
Notary Public



My commission expires Oct 20, 2009

JULIE JAVERNICK

Julie Javernick

10

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the 16th day of June, 2009, by
Rebecca Wallace Beattie for JULIE JAVERNICK of Jefferson
County, Colorado.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public

REBECCA WALLACE BEATTIE
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 8/7/2010

LCB LIMITED, A Colorado Limited Partnership

By: [Signature]

11

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the 16th day of June, 2009, by
Rebecca Wallace Beattie for LCB Limited, a Colorado Limited
Partnership located in Jefferson County, Colorado.

Witness my hand and official seal.

My commission expires: 8/7/2010

Rebecca Wallace Beattie
Notary Public

REBECCA WALLACE BEATTIE
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 8/7/2010



R \$26.00

D \$0.00

2009084074

STAUTH

08/21/2009 10:46:18 AM 5 Page(s)

Jefferson County, Colorado

STATEMENT OF AUTHORITY

26.00
LB

- I. The name of the Entity is: **LCB Limited**
- II. The Entity is organized as a: **Colorado Limited Partnership**
- III. The Entity's mailing address is: **P.O. Box 958, Golden, CO 80402**
- IV. The names and positions of the persons authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity:

1-5

Kenneth A. Brunel, General Partner
John H. Brunel, General Partner
John S. Brunel, General Partner
Keith A. Brunel, General Partner
David W. Brunel, General Partner

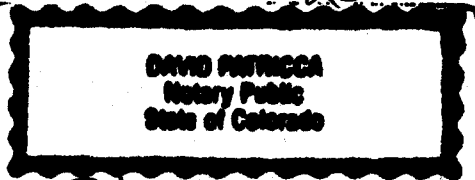
By: *Kenneth A. Brunel*
 Kenneth A. Brunel, as
 General Partner of LCB Limited

STATE OF COLORADO)
)ss.
 COUNTY OF JEFFERSON)

The foregoing Statement of Authority was acknowledged before me on the 26 day of June, 2009 by Kenneth A. Brunel.

Witness my hand and official seal.

My commission expires: 5-30-12



David Patricca
 Notary Public

2

By: *John H. Brunel*
John H. Brunel, as
General Partner of LCB Limited

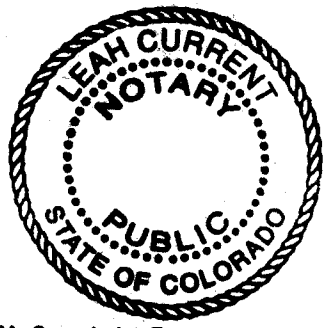
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Statement of Authority was acknowledged before me on the 19th day of June, 2009, by John H. Brunel.

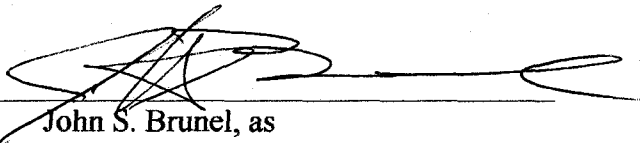
Witness my hand and official seal.

My commission expires:

Leah Current
Notary Public



My Commission Expires 11/27/2010

By: 
John S. Brunel, as
General Partner of LCB Limited

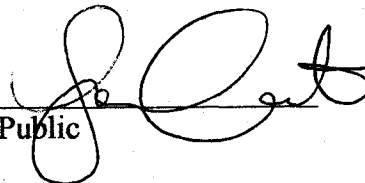
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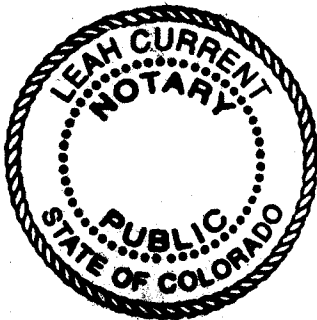
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Statement of Authority was acknowledged before me on the 19th day of
JUNE, 2009, by John S. Brunel.

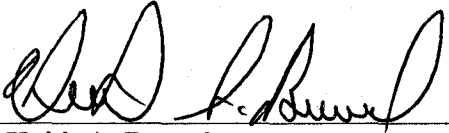
Witness my hand and official seal.

My commission expires: 11/27/2010


Notary Public



My Commission Expires 11/27/2010

By: 
Keith A. Brunel, as
General Partner of LCB Limited

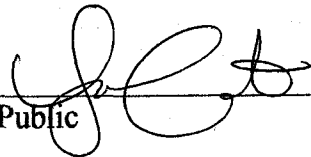
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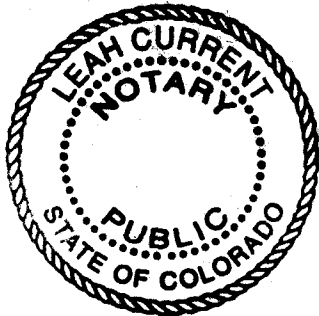
STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Statement of Authority was acknowledged before me on the 19th day of June, 2009, by Keith A. Brunel.

Witness my hand and official seal.

My commission expires:


Notary Public



My Commission Expires 11/27/2010

5

By: *[Handwritten Signature]*
David W. Brunel, as General Partner
of LCB Limited

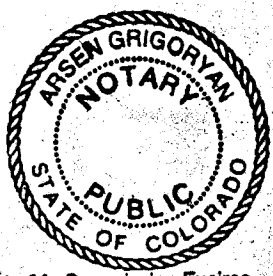
STATE OF COLORADO)
 Broomeview)ss.
COUNTY OF ~~JEFFERSON~~)
 Ag

The foregoing Statement of Authority was acknowledged before me on the 24 day of JUNE, 2009, by David W. Brunel.

Witness my hand and official seal.

My commission expires:

[Handwritten Signature]
Notary Public



My Commission Expires
DECEMBER 13, 2009



2009084075

08/21/2009 10:46:18 AM 5 Page(s)

Jefferson County, Colorado

R \$26.00

D \$0.00

AFFI

26.00
26

15

AFFIDAVIT AND INDEMNITY AGREEMENT

TO Heritage Title Company a Colorado Corporation and First American Title Insurance Company, a California Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: 21204-21383 Copper Bucket Lane, Golden, CO 80403

- We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
- We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
- We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
- We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
- We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
- We further understand that any payoff figures shown on the settlement statement have been supplied to Heritage Title Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Heritage Title Company, a Colorado Corporation and First American Title Insurance Company, a California Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

LCB Limited, a Colorado limited partnership

By: _____

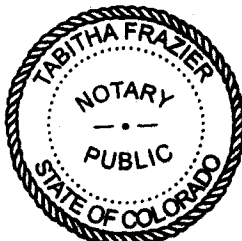
State of Colorado
County of Jefferson

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on June 16, 2009 by Keith Brunel as General Partner of LCB Limited, a Colorado limited partnership.

(SEAL)

Tabitha Frazier
Notary Public
My Commission Expires:



My commission expires Oct 20, 2009

2

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

The N ½ SE ¼, S ½ NE ¼, SE ¼ NW ¼, Section 20, T 3 S, R 70 W of the 6th P.M., Jefferson County, Colorado, EXCEPT that portion of the N ½ of the SE ¼ of Section 20, T 3 S, R 70 W of the 6th P.M., Jefferson County, Colorado, described as follows:
Beginning at the East ¼ Corner of said Section 20; thence S 89°59'43" W along the North Line of the North ½ of the SE ¼ of said Section 20 a distance of 616.73 feet to the True Point of Beginning; thence S 89°59'43" W along the North Line of the N ½ of the SE ¼ of said Section 20 a distance of 1978.93 feet to the Northwest Corner of the SE ¼ of said Section 20; thence S 0°42'43" E along the West Line of the SE ¼ of said Section 20 a distance of 1279.62 feet to the Southwest Corner of the N ½ of the SE ¼ of said Section 20; thence S 89°07'56" E along the South Line of the N ½ of the SE ¼ of said Section 20 a distance of 1411.28 feet; thence N 0°03'11" W parallel to the East Line of the N ½ of the SE ¼ of said Section 20 a distance of 621.33 feet; thence N 51°58'28" E a distance of 278.84 feet; thence N 78°42'46" E a distance of 306.09 feet to a point of curvature; thence along a curve to the right whose central angle is 2°40'02", whose radius is 721.60 feet and whose chord bears N 80°02'46" E a distance of 33.59 feet to a point being 616.73 feet Westerly of the East Line of the N ½ of the SE ¼ of said Section 20, and 442.25 feet Southerly of the N ½ of the SE ¼ of said Section 20; thence N 0°03'11" W parallel to the East Line of the N ½ of the SE ¼ of said Section 20 a distance of 442.25 feet to the True Point of Beginning;
AND EXCEPTING a tract of land in the SE ¼ of the NE ¼ of said Section 20, as described in Book 3048, Page 240 of the records of Jefferson County, Colorado.

and

That part of the SW ¼ of Section 21, T 3 S, R 70 W of the 6th P.M., described as follows: The South 9 acres of the West ½ of the NW ¼ of the SW ¼ and also that portion of the SW ¼ of the SW ¼ lying West of the right of way heretofore conveyed to railroad by deed recorded in Book 92 at Page 499 of the Jefferson County records; EXCEPTING THEREFROM that part described in deed recorded in Book 1320 at Page 565 of the Jefferson County records.

and

That part of the SW ¼ of Section 21, T 3 S, R 70 W of the 6th P.M. situate in Jefferson County, Colorado, described as Old Railroad Grade and as further described in Book 92 at Page 499 of the Jefferson County records.

and

A tract of land located in the SE ¼ of Section 20 and in the NE ¼ of Section 29, all in Township 3 South, Range 70 West of the 6th P.M., described as follows:
Beginning at the Northeast Corner of the SE ¼ of the SE ¼ of said Section 20; thence N 89°07'56" W, along the North Line of the SE ¼ of the SE ¼ of said Section 20 a distance of 145.70 feet to the Northwesterly corner of a tract of land described in Book 2403 at Page 311 of the official records of Jefferson County, Colorado, said point being the True Point of Beginning; thence S 89°07'56" W along the North Line of the SE ¼ of the SE ¼ of said Section 20 a distance of 500.00 feet; thence S 0°03'11" E parallel to the East Line of the SE ¼ of the SE ¼ of said Section 20 a distance of 1308.88 feet to a point on the North Line of the NE ¼ of said Section 29; thence S 0°14'33" W parallel to the East Line of the NE ¼ of said Section 29 a distance of 1418.15 feet; thence S 88°15'01" E parallel to the North Line of the NE ¼ of said Section 29 a distance of 645.93 feet to a point on the East Line of the NE ¼ of said Section 29; thence N 0°14'33" E along the East Line of the NE ¼ of said Section 29 a distance of 1418.15 feet to the Northeast Corner of said Section 29; thence N 0°03'11" W along the East line of the SE ¼ of the SE ¼ of said Section 20 a distance of 870.13 feet to the Southerly-most corner of that tract of land described in said Book 2403 at Page 311; thence Northerly along the Westerly line of that tract of land described in said Book 2403 at Page 311 the following three courses:
1) N 16°02'00" W a distance of 125.92 feet;
2) N 2°04'15" W a distance of 204.29 feet;
3) N 39°34'30" W a distance of 163.10 feet to the True Point of Beginning.

EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:

A tract of land located in the SE ¼ of Section 20 and the NE ¼ of Section 29, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, being more particularly described as follows:

(The basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)
Beginning at the Northeast Corner of the SE ¼ of the SE ¼ of said Section 20, thence N 89°25'20" W, 645.70 feet along the North Line of the SE ¼ of the SE ¼ of said Section 20;
Thence S 00°20'45" E, 1308.57 feet parallel with the East line of the SE ¼ of the SE ¼ of said Section 20 to a point on the North Line of the NE ¼ of said Section 29;
Thence S 00°00'13" W, 1418.15 feet parallel with the East Line of the NE ¼ of said Section 29;
Thence S 88°32' 12" E, 645.94 feet parallel with the North Line of the NE ¼ of said Section 29 to a point on the East Line of the NE ¼ of said Section 29;
Thence N 00°00'13" E, 1418.15 feet along the East Line of the NE ¼ of said Section 29 to the Northeast Corner of said Section 29;
Thence N 00°20'45" W, 1318.55 feet along the East Line of the SE ¼ of the SE ¼ of said Section 20 to the Point of Beginning.

As conveyed to Keith Brunel and Julie A. Javernick by the deeds recorded on May 16, 2006, at Reception No. 2006058359 and on August 23, 2006, at Reception No. 2006103236,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:
The North 200.7 feet of the South 1188.5 feet of the E 1/2 of the E 1/2 of the SW 1/4 of Section 21, Township 3 South, Range 70 West of the 6th P.M., in the County of Jefferson, State of Colorado,
Except that portion deeded to the City of Golden in Book 1877 at Page 342, records of Jefferson County, County of Jefferson, State of Colorado,
As conveyed to William J. Cullum and Lisa Cullum and Jack L. Cullum and Richard L. Long and Carol Doerner-Long by the deed recorded on February 22, 1995, at Reception No. F0019218,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND those portions thereof conveyed to the State Department of Highways, Division of Highways, State of Colorado by the deeds recorded on April 11, 1991, at Reception Nos. 91030191 and 91030192,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:
A parcel of land in the NE 1/4 SE 1/4 of Section 20, Township 3 South, Range 70 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, for a 60 foot wide right of way for Jefferson County Road No. 70, more particularly described as follows:
Commencing at the East 1/4 corner of said Section 20, an existing stone;
Thence S 00°12'21" E 440.65 feet along the East line of said NE 1/4 SE 1/4 to the intersection with the North right-of-way line of Jefferson County Road No. 70;
Thence continuing S 00°12'21" E 62.13 feet along said East Line to the intersection with the South right-of-way line of said road;
Thence N 75°10'21" W 261.11 feet along said South right-of-way line to a point of curvature;
Thence 368.75 feet along said South right-of-way line and along the arc of a curve to the left whose delta is 31°02'12", whose radius is 680.73 feet to a point on a curve;
Thence N 00°12'21" W 62.21 feet parallel to the East Line of said NE 1/4 SE 1/4 to the intersection with the North right-of-way line of said road, being a point on a curve;
Thence 384.10 feet along said North right-of-way line and along the arc of a curve to the right whose delta is 29°42'36", whose radius is 740.73 feet, whose chord bears N 89°58'21" E 379.81 feet to a point of tangency;
Thence S 75°10'21" E 245.00 feet along said North right-of-way line to the Point of Beginning,
As conveyed to Jefferson County by the deeds recorded on November 18, 1988, at Reception No. 88113312, and on November 29, 1988, at Reception No. 88115678,

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:
The SE 1/4 NW 1/4 and a portion of the S 1/2 NE 1/4 of Section 20, Township 3 South, Range 70 West of the Sixth Principal Meridian, more particularly described as follows:
Commencing at the East 1/4 Corner of said Section 20, an existing stone, thence S 89°50'12" W 1147.64 feet to the Point of Beginning;
Thence S 89°50'54" W 150.66 feet along the South Line of said S 1/2 NE 1/4 to the Southeast Corner of the SW 1/4 NE 1/4 of said Section 20;
Thence S 89°50'17" W 1298.30 feet along said South Line to the Center of said Section 20, an existing pin with an aluminum cap, Lane, L.S. No. 438;
Thence S 89°50'56" W 1319.42 feet along the South Line of the SE 1/4 NW 1/4 of said Section 20 to the Southwest Corner of said SE 1/4 NW 1/4;
Thence N 00°56'19" W 1322.53 feet along the West Line of said SE 1/4 NW 1/4 to the Northwest Corner of said SE 1/4 NW 1/4;
Thence S 89°44'57" E 1322.02 feet along the North Line of said SE 1/4 NW 1/4 to the Northeast Corner of said SE 1/4 NW 1/4, being the Northwest Corner of the S 1/2 NE 1/4 of said Section 20;
Thence N 89°47'41" E 1463.46 feet along the North Line of said S 1/2 NE 1/4 to a point, said point being N 89°47'41" E a distance of 1147.64 feet from the East Line of the S 1/2 NE 1/4 of said Section 20;
Thence S 00°11'58" E 1314.27 feet parallel to the East Line of said S 1/2 NE 1/4 to the Point of Beginning,
County of Jefferson State of Colorado,
As conveyed to Jefferson County by the deeds recorded on November 18, 1988, at Reception No. 88113313 and on November 29, 1988, at Reception No. 88115677

AND EXCEPTING FROM THE ABOVE-DESCRIBED LAND that portion thereof described as follows:
A parcel of land in a portion of the S 1/2 NE 1/4 and in a portion of the NE 1/4 SE 1/4 of Section 20, Township 3 South, Range 70 West of the Sixth Principal Meridian, more particularly described as follows:
Beginning at the East 1/4 Corner of said Section 20, an existing stone;
Thence S 00°12'21" E 440.65 feet along the east Line of said NE 1/4 SE 1/4 to the intersection with the North right-of-way line of Golden Gate Canyon Road;
Thence N 75°10'21" W 245.00 feet along said right-of-way line to a point of curvature;
Thence 384.10 feet along said right-of-way and along the arc of a curve to the left whose delta is 29°42'36", whose radius is 740.73 feet to a point on curve;
Thence N 00°12'21" W 376.27 feet parallel to the East Line of said NE 1/4 SE 1/4 to the intersection with the South Line of the S 1/2 NE 1/4, an existing pin with aluminum cap, lane, L.S. No. 438 (which point is 0.12 feet South of the true South Line of said S 1/2 NE 1/4);

Thence S 89°50'54" W 531.22 feet along the South Line of said S ½ NE ¼ to a point, said point being S 89°50'17" W 1147.64 feet from the East ¼ Corner of said Section 20;
Thence N 00°11'58" W 1314.27 feet parallel to the East Line of said S ½ NE ¼ to the intersection with the North Line of said S ½ NE ¼;
Thence N 89°47'41" E 1147.64 feet along the North Line of said S ½ NE ¼ to the Northeast Corner of said S ½ NE ¼ to the Northeast Corner of said S ½ NE ¼, an existing No. 4 rebar with 1"x2" stake marked 1/16 Corner;
Thence S 00°11'58" E 1315.11 feet along the East Line of said S ½ NE ¼ to the Point of Beginning,
As conveyed to The Jefferson County Finance Corporation by the deed recorded on November 18, 1988, at Reception No. 88113311,

AND SUBJECT TO AN EASEMENT described as:

A non-exclusive access easement described as:

A 20.00 foot wide strip of land located in the SW ¼ of Section 21 and the SE ¼ of Section 20, T 3 S, R 70 W of the 6th P.M., County of Jefferson, State of Colorado, said 20.00 foot wide strip of land being 10.00 feet on both sides of the following described centerline:

(the basis of bearings is the East Line of the SE ¼ of the SE ¼ of said Section 20, with the line assumed to bear N 00°20'45" W)

Commencing at the Southeast Corner of said Section 20, thence N 39°43'34" E, 1711.43 feet to a point on the Westerly line of State Highway 93, said point being the Point of Beginning;

Thence N 84°41'06" W, 79.12 feet;

Thence S 89°09'22" W, 376.21 feet;

Thence N 00°21'09" W, 66.26 feet;

Thence N 76°13'30" W, 81.92 feet;

Thence Northwesterly 57.71 feet along the arc of a curve concave to the Northeast, said arc having a radius of 2000.00 feet, a central angle of 01°39'12" and being subtended by a chord that bears N 75°23'54" W, 57.71 feet;

Thence N 74°34'18" W, 132.37 feet;

Thence Northwesterly 111.53 feet along the arc of a curve concave to the Southwest, said arc having a radius of 1500.00 feet, a central angle of 04°15'36" and being subtended by a chord that bears N 76°42'06" W, 111.50 feet;

Thence N 78°49'54" W, 226.92 Feet;

Thence Northwesterly 66.13 feet along the arc of a curve concave to the Southwest, said arc having a radius of 6000.00 feet, a central angle of 00°37'53" and being subtended by a chord that bears N 79°08'51" W, 66.13 feet;

Thence N 79°27'47" W, 173.66 feet;

Thence Northwesterly 150.48 feet along the arc of a curve concave to the northeast, said arc having a radius of 450.00 feet, a central angle of 19°09'35" and being subtended by a chord that bears N 69°53'00" W, 149.78 feet;

Thence S 00°00'00" E, 30.05 feet;

Thence Southeasterly 44.78 feet along the arc of a curve concave to the Northeast, said arc having a radius of 55.00 feet; a central angle of 46°39'01" and being subtended by a chord that bears S 23°19'31" E, 43.55 feet;

Thence S 46°39'01" E, 104.57 feet;

Thence Southeasterly 61.80 feet along the arc of a curve concave to the Southwest, said arc having a radius of 500.00 feet, a central angle of 07°04'52" and being subtended by a chord that bears S 43°06'35" E 61.76 feet;

Thence S 39°34'09" E, 145.93 feet to the Point of Terminus from whence the Southeast Corner of said Section 21 bears S 04°29'16" E,

1323.55 feet, said point also being on the North Line of the SE ¼ of the SE ¼ of said Section 20;

The sidelines of said strip are lengthened or shortened to begin on the Westerly line of State Highway 93, meet at angle points and terminate on the North Line of the SE ¼ of the SE ¼ of said Section 20,

As granted to Keith Brunel and Julie A. Javernick by the deed recorded on August 23, 2006, at Reception No. 2006103236.

Loan Calculator

Enter Values	
Loan Amount	\$ 25,933.00
Annual Interest Rate	4.50 %
Loan Period in Years	5
Number of Payments Per Year	4
Start Date of Loan	6/15/2009
Optional Extra Payments	\$ -

Loan Summary	
Scheduled Payment	\$ 1,455.24
Scheduled Number of Payments	20
Actual Number of Payments	20
Total Early Payments	\$ -
Total Interest	\$ 3,171.77

Lender Name: COG / Brunnell

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	9/15/2009	\$ 25,933.00	\$ 1,455.24	\$ -	\$ 1,455.24	\$ 1,163.49	\$ 291.75	\$ 24,769.51
2	12/15/2009	24,769.51	1,455.24	-	1,455.24	1,176.58	278.66	23,592.93
3	3/15/2010	23,592.93	1,455.24	-	1,455.24	1,189.82	265.42	22,403.11
4	6/15/2010	22,403.11	1,455.24	-	1,455.24	1,203.20	252.03	21,199.91
5	9/15/2010	21,199.91	1,455.24	-	1,455.24	1,216.74	238.50	19,983.17
6	12/15/2010	19,983.17	1,455.24	-	1,455.24	1,230.43	224.81	18,752.74
7	3/15/2011	18,752.74	1,455.24	-	1,455.24	1,244.27	210.97	17,508.47
8	6/15/2011	17,508.47	1,455.24	-	1,455.24	1,258.27	196.97	16,250.20
9	9/15/2011	16,250.20	1,455.24	-	1,455.24	1,272.42	182.81	14,977.78
10	12/15/2011	14,977.78	1,455.24	-	1,455.24	1,286.74	168.50	13,691.04
11	3/15/2012	13,691.04	1,455.24	-	1,455.24	1,301.21	154.02	12,389.82
12	6/15/2012	12,389.82	1,455.24	-	1,455.24	1,315.85	139.39	11,073.97
13	9/15/2012	11,073.97	1,455.24	-	1,455.24	1,330.66	124.58	9,743.31
14	12/15/2012	9,743.31	1,455.24	-	1,455.24	1,345.63	109.61	8,397.69
15	3/15/2013	8,397.69	1,455.24	-	1,455.24	1,360.76	94.47	7,036.92
16	6/15/2013	7,036.92	1,455.24	-	1,455.24	1,376.07	79.17	5,660.85
17	9/15/2013	5,660.85	1,455.24	-	1,455.24	1,391.55	63.68	4,269.30
18	12/15/2013	4,269.30	1,455.24	-	1,455.24	1,407.21	48.03	2,862.09
19	3/15/2014	2,862.09	1,455.24	-	1,455.24	1,423.04	32.20	1,439.05
20	6/15/2014	1,439.05	1,455.24	-	1,439.05	1,422.86	16.19	0.00

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PROMISSORY NOTE

U.S. \$ 25,933

Golden, Colorado
June 15, 2009

FOR VALUE RECEIVED, the undersigned (Borrowers) promise(s) to pay the **City of Golden** (Note Holder) the principal sum of twenty-five thousand nine hundred thirty- three U.S. Dollars (\$25, 933) with interest at the rate of **four and one-half percent (4.5%)** per annum on the unpaid principle balance, amortized over five (5) years, payable in nineteen (19) equal quarterly (3 month) installments of principal and interest in the amount of \$1,455.24 plus one final payment of \$1,439.05. All payments shall be payable at **911 – 10th Street, Golden, Colorado 80401**, or such other place as the Note Holder may designate, with such payments being billed to Borrowers with the quarterly water bill from the City of Golden. The entire principal amount outstanding and accrued interest thereon shall be due and payable on September 30, 2014, or upon the earlier sale, conveyance or transfer of any portion, or all of the property located at 21243 and 21383 Copper Bucket Lane, Golden, Colorado 80403.

Borrower shall pay to the Note Holder a late charge of five percent (5%) of any payment not received by the Note Holder within five business days after the payment is due. If any payment is not received within ten (10) business days after payment is due, Note Holder may, at its option, declare the entire unpaid principal and accrued interest balance due and payable immediately.

Payments received for application to this Note shall be applied first to the payment of late charges, if any, and second to payment of accrued interest, if any, and the balance applied to reduction of the principal amount.

If the Note Holder must initiate litigation to collect the loan it shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payment.

Presentment, notice of dishonor, and protest are hereby waived by Borrower and all other makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.

Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (1) delivery to Borrower, or (2) mailing such notice by certified mail, return receipt requested, addressed to the Borrower at the Borrower's address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be in writing and shall be given and be effective upon (1) delivery to Note Holder or (2) by mailing such notice by certified mail, return receipt requested, to the Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Deed of Trust dated _____, 20____, and until released said Deed of Trust contains additional rights of the Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said Deed of Trust grants rights to the property described in Exhibit A, attached hereto, and located in the County of Jefferson, State of Colorado, which property is also known by street and number as:

- 21243 Copper Bucket Lane, Golden, CO 80403
- 21283 Copper Bucket Lane, Golden, CO 80403

Executed this _____ day of _____ 20 __, by the following **BORROWERS**

BORROWERS:

By: _____
Kenneth A. Brunel, individually and as
General Partner of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing **PROMISSORY NOTE** was acknowledged before me on the ____ day of _____, 20____, by Kenneth A. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

*****ADDITIONAL EXECUTION PAGES FOLLOW*****

By: _____
John H. Brunel, individually and as
General Partner of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the ____ day of _____, 20____, by John H. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

*****ADDITIONAL EXECUTION PAGES FOLLOW*****

By: _____
John S. Brunel, individually and as
General Partner of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the ____ day of _____, 20 ____, by John S. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

*****ADDITIONAL EXECUTION PAGES FOLLOW*****

By: _____
Keith A. Brunel, individually and as
General Partner of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the ____ day of _____, 20____, by Keith A. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

*****ADDITIONAL EXECUTION PAGES FOLLOW*****

By: _____
David W. Brunel, as General Partner
of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the ____ day of _____, 20____, by David W. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

*****ADDITIONAL EXECUTION PAGES FOLLOW*****

By: _____
Kristi Brunel

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the ____ day of _____, 20____, by Kristi Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

*****ADDITIONAL EXECUTION PAGES FOLLOW*****

By: _____
 Shan Brunel

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the ____ day of _____, 20____, by Shan Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

*****ADDITIONAL EXECUTION PAGE FOLLOWS*****

By: _____
Julie Javernick

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing PROMISSORY NOTE was acknowledged before me on the ____ day of _____, 20____, by Julie Javernick.

Witness my hand and official seal.

My commission expires:

Notary Public

Recorded at _____ o'clock _____ M. _____
Reception No. _____

DEED OF TRUST

THIS INDENTURE, Made this ____ day of _____, 20 __, between LCB Limited, a Colorado limited partnership, whose address is 21243 Copper Bucket Lane, Golden, Colorado 80403, hereinafter referred to as "Grantor", and the Public Trustee of the County of Jefferson, State of Colorado, hereinafter referred to as "Public Trustee."

WITNESSETH, THAT, WHEREAS, LCB Limited, Kenneth Brunel, Kristi Brunel, John H. Brunel, John S. Brunel, Shan Brunel, Keith Brunel, and Julie Jevernick executed a promissory note or notes, hereinafter referred to in the singular, dated _____, 20 __, for the principal sum of \$25,933, payable to the order of the City of Golden, Colorado, whose address is 911 – 10th Street, Golden, Colorado 80401, amortized over five years from the date hereof, with interest accruing thereon from June 15, 2009, at the rate of four and one-half percent (4.5%) per annum, payable as follows:

Payable in nineteen (19) equal quarterly (3-month) installments of principal and interest in the amount of \$1,455.24 and one (1) final payment of \$1439.05. All payments shall be payable at 911 – 10th Street, Golden, Colorado, 80401, or such other place as the Note Holder may designate, with such payments being billed to Grantor with the quarterly water bill from the City of Golden. The entire principal amount outstanding and accrued interest thereon shall be due and payable on September 30, 2014, or upon the earlier sale, conveyance or transfer of any portion, or all of the property located at 21243 21383 Copper Bucket Lane, Golden, Colorado 80403.

AND WHEREAS, The Grantor is desirous of securing payment of the principal and interest of said promissory note in whose hands soever the said note or any of them may be.

NOW, THEREFORE, The Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust forever; the property described in Exhibit A, attached hereto, and situate in the County of Jefferson, State of Colorado, also known by street and number as:

- 21243 Copper Bucket Lane, Golden, CO 80403
- 21383 Copper Bucket Lane, Golden, CO 80403

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note or any of them, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or any of them, or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the Public Trustee, who shall upon receipt of such notice of election and demand

for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for the Public Trustee to sell and dispose of the same (en masse or in separate parcels, as the said Public Trustee may think best), and all the right, title and interest of the grantor, his heirs or assigns therein, at public auction at the front door of the Court House, in the County of Jefferson, State of Colorado, or on said premises, or any part thereof as ,may be specified in the notice of said sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County of Jefferson, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the grantor at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Public Trustee shall, upon demand by the person or persons holding the said certificate or certificates of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Public Trustee and shall convey and quitclaim to such person or persons entitled to such deed, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the grantor, his heirs and assigns therein, and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrance, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds and the Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said note the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at **four and one-half per cent (4.5%) per annum**, rendering the overplus, if any, unto the grantor, his legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the grantor, his heirs and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under the grantor; or any of them. The holder or holders of said note or notes may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. If a release deed be required, it is agreed that the grantor, his heirs or assigns, will pay the expense thereof.

And the grantor, for himself and his heirs, personal representatives or assigns covenants and agrees to and with the Public Trustee, that at the time of the en sealing of and delivery of these presents be is well seized of the said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid" hereby fully and absolutely waiving and releasing al rights and claims he may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same are free and clear of all liens and encumbrances whatever, and the above bargained property in the quiet and peaceable possession of the Public Trustee, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the grantor shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the grantor shall timely pay all taxes and assessments levied on the property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies meeting the net worth requirements of the beneficiary hereof in an amount not

less than the then total indebtedness. Each policy shall contain a loss payable clause naming the beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten days written notice to the beneficiary. At the option of the beneficiary, the original policy or policies of insurance shall be delivered to the beneficiary as further security for the indebtedness. Should the grantor fail to insure and deliver the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of ___ % per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the grantor. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

If all or any part of the property or an interest therein is sold or transferred by the grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

AND THAT IN CASE OF ANY DEFAULT, Whereby the right of foreclosure occurs hereunder, the Public Trustee or the holder of said note or certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be: and such possession shall at once be delivered to the Public Trustee or the holder of said note or certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the Public Trustee or the holder of said note or certificate of purchase by any appropriate civil suit or proceeding, and the Public Trustee, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice--notice being hereby expressly waived -- and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the grantor; his personal representatives or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, reasonable attorney's fees for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the Cost of such foreclosure proceedings.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed this _____ day of _____ 20__.

*****EXECUTION PAGES FOLLOW*****

By: _____
Kenneth A. Brunel, individually and as
General Partner of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the ____ day of _____, 20____, by Kenneth A. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

By: _____
John H. Brunel, individually and as
General Partner of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the ____ day of
_____, 20____, by John H. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

By: _____
John S. Brunel, individually and as
General Partner of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the ____ day of _____, 20____, by John S. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

By: _____
Keith A. Brunel, individually and as
General Partner of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the ____ day of
_____, 20____, by Keith A. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

By: _____
David W. Brunel, as General Partner
of LCB Limited

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing Deed of Trust was acknowledged before me on the ____ day of _____, 20____, by David W. Brunel.

Witness my hand and official seal.

My commission expires:

Notary Public

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement, made on the day indicated below, by and between the **CITY OF GOLDEN**, (“the City”), and **KENNETH BRUNEL, KRISTI BRUNEL, JOHN H. BRUNEL, JOHN S. & SHAN BRUNEL, KEITH BRUNEL & JULIE JAVERNICK**, and **LCB LIMITED**, a Colorado Limited Partnership (collectively referred to herein as the “Brunels”):

WHEREAS, the City and the Brunels are desirous of reaching a settlement of any and all claims the Brunels may have against the City regarding any adverse effect or damage to a well from construction activity undertaken by the City. The well is located on property which is owned by the Brunels, which property consists of four parcels upon which are located four (4) single family residential units (collectively the “Brunel Properties”) as shown on **Exhibit A** which is attached hereto and made a part of this Release and Settlement Agreement. The well is located on and serves only 21204 Copper Bucket Lane, Golden, Colorado 80403.

THEREFORE, the Brunels, for the following described consideration, the receipt and sufficiency of which is hereby acknowledged, hereby **REMISE, RELEASE AND FOREVER DISCHARGE** the City, its successors, affiliates, predecessors, assigns, officers, directors, employees, former employees, servants, agents, appointed officials, attorneys and insurance carriers, together with all other persons, firms and corporations, whomsoever, of and from any and all actions, injuries, claims and demands, whatsoever, including all claims for interest, costs and attorneys fees, which the Brunels now have or may hereafter have on account of or arising out of damage to the above described property.

1. **CONSIDERATION TO THE BRUNELS**

The consideration to the Brunels is as follows:

The City agrees to provide the Brunel Properties with city water at in-city water rates, in accordance with and limited to the terms of the Water Service Agreement between the parties.

2. **RELEASE.** The Brunels, including their successors, agents, assigns and estates, hereby release the City, and all current and former employees, current and former officials, agents, self insurance pools and attorneys of the City (collectively the "Releasees") from any and all claims, causes of action, liabilities, expenses and/or damages which the Brunels may have or assert against the Releasees as a result of any acts by those entities or by any current or former employees, agents or attorneys of those entities which occurred prior to the effective date of this Release and Settlement Agreement, or omissions by the Releasees with regard to acts which should have been performed prior to the effective date of this Release and Settlement Agreement, including, without limiting the generality of the foregoing, any act or omission arising out of, or related to any adverse effect or damage by the City to the well located on the property at 21204 Copper Bucket Lane, Golden, Colorado 80403.

Without limiting the generality of the foregoing, this Release and Settlement Agreement applies to any and all matters asserted, or which could have been asserted, up to the effective date of this Release and Settlement Agreement.

3. **COVENANT NOT TO SUE.** The Brunels further agree and covenant that they, either individually or jointly, have not and will not sue, or assert any federal, state or administrative cause of action, at law or in equity, whether before a court of law or an administrative agency, against the Releasees for any claims, causes of action, liabilities, expenses and/or damages arising out of any acts by any of them which occurred prior to the effective date of this Release and Settlement Agreement, or omissions by any of them to perform acts which should have been performed prior to the effective date of this Release and Settlement Agreement, including, without limiting the generality of the foregoing, any act or omission arising out of, or related to any adverse effect or damage by the City to the well located on the property at 21204 Copper Bucket Lane, Golden, Colorado 80403.

4. **WARRANTY OF THE BRUNELS CONCERNING CONSIDERATION RECEIVED**

The Brunels, individually and jointly, warrant as follows:

1) That no promise or agreement not herein expressed has been made to the Brunels; 2) that in executing this Release and Settlement Agreement, the Brunels are not relying upon any statement or representation made by the parties hereby released or said parties' agents, affiliates and servants concerning any matter or thing, but are relying solely upon their personal judgment and knowledge; 3) that the above mentioned consideration is received by the Brunels in full settlement and satisfaction of all of the aforesaid claims and demands, whatsoever, whether said claims be in tort, contract, by statute or otherwise; 4) that it is the Brunels' clear intention to fully and forever release the Releasees from any and all claims, even if there may presently exist a mistaken belief on the part of the Brunels as to the present nature and extent of the claims through the date of the execution of this Agreement; 5) that a portion of the consideration provided to the Brunels hereunder is being provided for the Brunels' voluntary assumption of

risk that the Brunels' injuries or damages, if any, may worsen or increase or give rise to new legal claims for relief or claims for further damages in the future; 6) that this Release and Settlement Agreement was arrived at in good faith, at arm's length and after negotiation; 7) that the above mentioned consideration is received by the Brunels in full settlement and satisfaction of any claims which the Brunels may have for attorney's fees or costs pursuant to any statutory or common law authority; 8) that the Brunels are legally competent to execute, appreciate and fully understands this Release and Settlement Agreement; 9) that before signing this Release, and being fully informed of its content and meaning, the Brunels have had the opportunity to have legal counsel explain the meaning and legal significance of each and every provision hereof, and have executed this Release and Settlement Agreement with full knowledge and understanding; and (10) by agreeing to any release or waiver the City does not intend to waive the limitations on liability and its rights, protections and defenses which are provided to the City under the Colorado Governmental Immunity Act §24-10-101, *et seq.*, C.R.S., or otherwise available at law.

The Brunels further warrant that there are no assignees, subrogees or other third parties who have a right to participate in this settlement or receive any of the consideration provided hereunder other than the parties executing this Agreement.

5. **NO ADMISSION OF LIABILITY**

The Brunels acknowledge that they understand that the consideration to them by the City shall occur upon the Brunels' execution of this Release and Settlement Agreement. The Brunels understand that the City has agreed to the settlement described herein, that the City contests any and all liability, and that this settlement is not to be construed, in any way, as an admission of liability on the part of the City, but is only a settlement of a claim made specifically to avoid the costs of litigation.

6. **COSTS AND ATTORNEYS FEES**

The Brunels and the City agree that all parties are to bear their own costs and attorney's fees.

7. **MISCELLANEOUS PROVISIONS**

This Release and Settlement Agreement contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties.

This Release and Settlement Agreement shall be binding upon the Brunels, their successors, assigns and subrogees, if any, as well as all other persons, firms, corporations or entities acting on the Brunels' behalf or asserting a derivative claim.

Executed this ____ day of _____, 2009.

KENNETH BRUNEL

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the ____ day of _____, 2009, by
_____ for **KENNETH BRUNEL** of Jefferson County,
Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

KRISTI BRUNEL

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the ____ day of _____, 2009, by
_____ for KRISTI BRUNEL of Jefferson County,
Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

JOHN H. BRUNEL

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the ____ day of _____, 2009; by
_____ for JOHN H. BRUNEL of Jefferson County,
Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

JOHN S. BRUNEL

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the ____ day of _____, 2009, by
_____ for JOHN S. BRUNEL of Jefferson County,
Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

SHAN BRUNEL

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the _____ day of _____, 2009, by
_____ for SHAN BRUNEL of Jefferson County,
Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

LCB LIMITED, A Colorado Limited Partnership

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on the ____ day of _____, 2009, by
_____ for LCB Limited, a Colorado Limited Partnership
located in Jefferson County, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public