

Recorded at 1960 DEC 21 1960

Reception No. 741350 MARJORIE PAGE, Recorder

122-2-200-10-20

BOOK 1232 PAGE 262

THIS DEED, Made this 19th day of December in the year of our Lord one thousand nine hundred and sixty between  
**EDMUND T. QUICK and ELEANOR QUICK**  
of the County of Arapahoe and State of Colorado, of the first part, and  
**PUBLIC SERVICE COMPANY OF COLORADO** a corporation

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

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration ----- DOLLARS, to the said part ies of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described lot or parcel of land (hereinafter called the "Premises"), situate, lying and being in the County of Arapahoe and State of Colorado, to-wit:

A tract of ground situate in the SE 1/4 and the SW 1/4 of Section 7, Township 5 South, Range 65 West, 6th Principal Meridian, more particularly described as follows:

Beginning at a point 330 feet North and 1000 feet East of the West Quarter corner of said Section 7; thence Southerly parallel with the West line of Section 7 a distance of 210 feet; thence Easterly parallel with the East-West center line of said Section 7 a distance of 1640 feet more or less to the North-South center line of said Section 7; thence South 120 feet more or less to the center of said Section 7; thence Easterly along the East-West center line of said Section 7 a distance of 210 feet; thence Northerly parallel with the North-South center line of said Section 7 a distance of 330 feet; thence Westerly parallel with the East-West center line of Section 7 a distance of 1850 feet more or less to the point of beginning.

A tract of ground situate in the W 1/2 of Section 7, Township 5 South, Range 65 West, 6th Principal Meridian, more particularly described as follows:

Beginning at a point 330 feet North and 40 feet East of the West quarter corner of Section 7; thence Northerly parallel with the West boundary line of Section 7 a distance of 2270 feet more or less to a point which is 40 feet South and 40 feet East of the Northwest corner of Section 7; thence Easterly parallel with the North line of Section 7 a distance of 190 feet; thence Southerly parallel with the West boundary line of Section 7 a distance of 2270 feet more or less to a point which is 330 feet North and 230 feet East of the West quarter corner of said Section 7; thence Westerly 190 feet more or less to the point of beginning.

Also the West 210 feet of the SE 1/4 of Section 7, Township 5 South, Range 65 West, 6th Principal Meridian.

Also the West 210 feet of the NE 1/4 of Section 18, Township 5 South, Range 65 West, 6th Principal Meridian.

Excepting and reserving unto the parties of the first part, their heirs and assigns, all oil and gas and other mineral in, on or under the above described land, provided, however, that no portion of the surface of the above described land shall be used by the grantors, their heirs, assigns or legal representatives for the purpose of prospecting for, drilling for, mining or recovery of any such oil, gas and other mineral. Oil, gas or other mineral will not be removed to such an extent to undermine or disturb any structures which may be erected on the above described property.



RECORDED DOCUMENT IN MY CUSTODY, DATE JUN 07 2017  
BY NEIL CRANE, ARAPAHOE COUNTY CLERK & RECORDER

Document No. 1719

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

RESERVING, however, to the Grantor(s) as the owner(s) of land abutting the Premises, and to the Grantors successors in such ownership, the following: The right and privilege to use the Premises for agricultural use and operation so long as such use does not interfere with any use of the Premises which the Grantee, its successors or assigns may at time or times desire to make, provided the Grantor(s) ~~their~~ heirs, executors, administrators and assigns relieve the Grantee, its successors or assigns from any and all liability in making such agricultural use of the Premises. The Grantee, its successors and assigns shall not be liable for damage caused to property (growing or otherwise) on the Premises. The Grantor(s) ~~their~~ heirs, executors, administrators and assigns shall at no time have any right to erect or maintain any buildings or other structures, or to plant any trees, or to break any natural sod on the Premises.

TO HAVE AND TO HOLD the said Premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said part ~~ies~~ of the first part, for ~~them~~ ~~sel ves~~, ~~their~~ heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents, they are well seized of the Premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except general real estate taxes for the year 1960 and subsequent years

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

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

Signed, Sealed and Delivered in the Presence of

*Edmund T. Quick* [SEAL]  
Edmund T. Quick

*Eleanor Quick* [SEAL]  
Eleanor Quick

[SEAL]

STATE OF COLORADO,

County of

ss.

The foregoing instrument was acknowledged before me this 19th day of December 1960, by Edmund T. Quick and Eleanor Quick



My commission expires Oct. 20, 1963

*Eli Yakich*

Notary Public.

STATE OF COLORADO,

County of

ss.

The foregoing instrument was acknowledged before me this 19th day of

WITNESS my hand and official seal.

My commission expires

Notary Public.

STATE OF

County of

ss.

The foregoing instrument was acknowledged before me this 19th day of

WITNESS my hand and official seal.

My commission expires

Notary Public.

744350

No.

WARRANTY DEED

*Edmund T. Quick*

TO

PUBLIC SERVICE COMPANY  
OF COLORADO  
DENVER, COLORADO

STATE OF COLORADO,

County of ARAPAHOE

I hereby certify that this instrument was

filed for record in my office at 12:03

o'clock P.M., DEC 21 1960, 19

and is duly recorded in book 1232

page 262

*Margaret Dyer*

Recorder.

By *Edmund T. Quick*

Deputy.

Return to and Mail Future Tax Statements to

PUBLIC SERVICE COMPANY

OF COLORADO

Denver, Colorado

P.O. BOX 542

ATTN: ELI YAKICH JR

Recorded at 10:20 o'clock A.M. MAY 24 1961

FORM 340-10-0867 11-60

Reception No. 262514 MARJORIE PAGE, Recorder

BOOK 261 PAGE 106

THIS DEED, Made this 22nd day of May in the year of our Lord one thousand nine hundred and sixty-one between HOME BUILDERS, INC., a corporation

State of Colorado, of the first part, and PUBLIC SERVICE COMPANY OF COLORADO a corporation organized and existing under and by virtue of the laws of the State of Colorado, of the second part:

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations----- DOLLARS to the said part y of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described lot or parcel of land (hereinafter called the "Premises"), situate, lying and being in the County of Arapahoe and State of Colorado, to-wit:

The East 210 feet and the South 210 feet of the Northeast Quarter of Section 19, Township 5 South, Range 65 West, 6th Principal Meridian, State of Colorado.

Excepting and reserving unto the party of the first part, its successors and assigns all oil and gas and other minerals in, on or under the above described land, provided however that no portions of the surface of the above described land shall be used by the grantor, its successors and assigns or legal representatives for the purpose of prospecting for, drilling for, mining or recovery of any such oil, gas and other mineral. Oil, gas or other mineral will not be removed to such an extent to undermine or disturb any structures which may be erected on the above described property.

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

RESERVING, however, to the Grantor(s) as the owner(s) of land abutting the Premises, and to the Grantors successors in such ownership, the following: The right and privilege to use the Premises for agricultural use and operation so long as such use does not interfere with any use of the Premises which the Grantee, its successors or assigns may at time or times desire to make, provided the Grantor(s) its successors and assigns relieve the Grantee, its successors or assigns from any and all liability in making such agricultural use of the Premises. The Grantee, its successors and assigns shall not be liable for damage caused to property (growing or otherwise) on the Premises. The Grantor(s) its successors and assigns shall at no time have any right to erect or maintain any buildings or other structures, or to plant any trees, or to break any natural sod on the Premises.

TO HAVE AND TO HOLD the said Premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said part y of the first part, for it sel f, its successors and assigns does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents, it is well seized of the Premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha s good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever,

except general real estate taxes for 1961, payable in 1962, and subsequent years,

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



BY:

RECORDED DOCUMENT IN MY CUSTODY, DATE JUN 07 2017  
MARJORIE PAGE, ARAPAHOE COUNTY CLERK & RECORDER

Document No.



IN WITNESS WHEREOF, The said part Y of the first part has caused this instrument to be executed the day and year first above written.

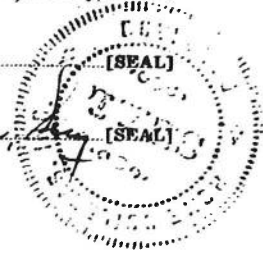
HOME BUILDERS, INC.

Signed, Sealed and Delivered in the Presence of

*[Signature]* [SEAL]

ATTEST:

*[Signature]* [SEAL]



STATE OF COLORADO,

County of

The foregoing instrument was acknowledged before me this 19, by

day of

WITNESS my hand and official seal.

My commission expires

Notary Public.

STATE OF COLORADO,

County of

The foregoing instrument was acknowledged before me this 19, by

day of

WITNESS my hand and official seal.

My commission expires

Notary Public.

STATE OF COLORADO

City and County of Denver

The foregoing instrument was acknowledged before me this 19, by

22nd day of

May

HAROLD J. HURT

as

President and

ROGER A. NELSON

as

Secretary of

HOME BUILDERS, INC.

a corporation.

My notarial commission expires

August 15, 1964.

Witness my hand and official seal.

*[Signature]*  
Notary Public.

No. 762514

WARRANTY DEED

*[Signature]*

TO

PUBLIC SERVICE COMPANY  
OF COLORADO  
DENVER, COLORADO

STATE OF COLORADO,

County of ARAPAHOE

I hereby certify that this instrument was

filed for record in my office at 10:20

o'clock P. M. MAY 24 1961

and is duly recorded in book 1261

page 106

*[Signature]*

Recorder.

By *[Signature]*

Deputy.

Return to and Mail Future Tax Statements to

PUBLIC SERVICE COMPANY

OF COLORADO  
Denver, Colorado

Recorded at 10:21 o'clock A.M. MAY 24 1961

FORM 340-10-0087 11-60

Receipt No. 762515 MARJORIE PAGE, Recorder

BOOK 1261 PAGE 108

THIS DEED, Made this 22nd day of May in the year of our Lord one thousand nine hundred and sixty-one between J. NEIL McLAGAN, JACK M. HORNER, WILLIAM J. HORNER, W. DEAN GOODMAN, CHARLES R. HERBISON, WILLIAM M. MOORE, W. MAX MOORE, WILMONT C. GRODI, MILTON C. GARWOOD, GERALD J. STARIKA, and PHILIP C. PRATT

PUBLIC SERVICE COMPANY OF COLORADO a corporation organized and existing under and by virtue of the laws of the State of Colorado, of the second part:

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations----- to the said part ies of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described lot or parcel of land (hereinafter called the "Premises"), situate, lying and being in the County of Arapahoe and State of Colorado, to-wit:

The North 210 feet and the East 210 feet of the Southeast Quarter of Section 18, Township 5 South, Range 65 West, 6th Principal Meridian, State of Colorado.

Excepting and reserving unto the parties of the first part, their heirs and assigns all oil and gas and other minerals in, on or under the above described land, provided however that no portions of the surface of the above described land shall be used by the grantors, their heirs, assigns or legal representatives for the purpose of prospecting for, drilling for, mining or recovery of any such oil, gas and other mineral. Oil, gas or other mineral will not be removed to such an extent to undermine or disturb any structures which may be erected on the above described property.

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

RESERVING, however, to the Grantor(s) as the owner(s) of land abutting the Premises, and to the Grantors successors in such ownership, the following: The right and privilege to use the Premises for agricultural use and operation so long as such use does not interfere with any use of the Premises which the Grantee, its successors or assigns may at time or times desire to make, provided the Grantor(s) their heirs, executors, administrators and assigns relieve the Grantee, its successors or assigns from any and all liability in making such agricultural use of the Premises. The Grantee, its successors and assigns shall not be liable for damage caused to property (growing or otherwise) on the Premises. The Grantor(s) their heirs, executors, administrators and assigns shall at no time have any right to erect or maintain any buildings or other structures, or to plant any trees, or to break any natural sod on the Premises.

TO HAVE AND TO HOLD the said Premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said parties of the first part, for them selves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the Premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except general real estate taxes for 1961. payable in 1962. and subsequent years,



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

Document No. ....



BY: *[Signature]*  
CERTIFIED TO BE A FULL, TRUE, AND CORRECT COPY OF THE  
RECORDED DOCUMENT IN MY CUSTODY, DATE JUN 07 2017  
NATL CRANE, ARAPAHOE COUNTY CLERK & RECORDER

IN WITNESS WHEREOF, The said part 108 of the first part have caused this instrument to be executed the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Milton C. Garwood* [SEAL]  
*Philip C. Pratt* [SEAL]  
*William J. Horner* [SEAL]  
*W. Dean Goodman* [SEAL]  
*Charles R. Herbison* [SEAL]  
*William M. Moore* [SEAL]  
*Gerald J. Starke* [SEAL]  
*William M. Moore*

STATE OF COLORADO,

City and County of Denver

The foregoing instrument was acknowledged before me this

day of

1961, by J. Neil McLagan, Jack M. Horner, William J. Horner, W. Dean Goodman, Charles R. Herbison, William M. Moore, W. Max Moore, Wilmont C.

WITNESS my hand and official seal. Grodi, Milton C. Garwood, Gerald J. Starke, and Philip C. Pratt

My commission expires

My commission expires August 8, 1961

Notary Public.

STATE OF COLORADO,

County of

The foregoing instrument was acknowledged before me this

day of

19 , by

WITNESS my hand and official seal.

My commission expires

Notary Public.

STATE OF COLORADO

County of

The foregoing instrument was acknowledged before me this

day of

19 , by

as

President and  
Secretary of  
a corporation.

as

My notarial commission expires

Witness my hand and official seal.

Notary Public.

No. 762515

WARRANTY DEED

*Milton C. Garwood*  
*et al*

TO

PUBLIC SERVICE COMPANY  
OF COLORADO  
DENVER, COLORADO

STATE OF COLORADO.

County of ARAPAHOE

I hereby certify that this instrument was

filed for record in my office at 12:21

o'clock P. M. MAY 24 1961

and is duly recorded in book 1261

page 108

*Marjorie Page*

Recorder.

By *W. Dean Goodman*

Deputy.

Return to and Mail Future Tax Statements to

PUBLIC SERVICE COMPANY

OF COLORADO

Denver, Colorado

BOOK 1309 PAGE 224  
THIS DEED, Made this

21st day of December in the year of our Lord  
one thousand nine hundred and sixty-one between

EUGENE X. TEPPER

State of Colorado, of the first part, and  
a corporation

PUBLIC SERVICE COMPANY OF COLORADO  
organized and existing under and by virtue of the laws of the State of Colorado, of the second part:

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of  
Ten (\$10.00) and other valuable consideration ----- DOLLARS,  
to the said part y of the first part in hand paid by the said party of the second part, the receipt whereof is  
hereby confessed and acknowledged, ha s granted, bargained, sold and conveyed, and by these presents do es  
grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever,  
all the following described lot or parcel of land (hereinafter called the "Premises"), situate, lying and being  
in the County of Arapahoe and State of Colorado, to-wit:

West 210 feet of SE $\frac{1}{4}$  of Section 30 and the  
West 210 feet of NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 31, all  
in Township 5 South, Range 65 West of the  
6th P.M., excepting three easements 100 feet  
in width for roadway purposes described as  
follows: (1) Across the north 100 feet of the  
West 210 feet of the SE $\frac{1}{4}$  of Section 30; (2) Across  
the south 100 feet of the West 210 feet of the  
SE $\frac{1}{4}$  of Section 30; and (3) Across the south 100  
feet of the West 210 feet of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section  
31, all in Township 5 South, Range 65 West, 6th P.M.

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

RESERVING, however, to the Grantor(s) as the owner(s) of land abutting the Premises, and to the Grantors  
successors in such ownership, the following: The right and privilege to use the Premises for agricultural use and  
operation so long as such use does not interfere with any use of the Premises which the Grantee, its successors or  
assigns may at time or times desire to make, provided the Grantor(s) his heirs, executors, administrators  
and assigns relieve the Grantee, its successors or assigns from any and all liability in making such agricultural  
use of the Premises. The Grantee, its successors and assigns shall not be liable for damage caused to property  
(growing or otherwise) on the Premises. The Grantor(s) his heirs, executors, administrators and assigns  
shall at no time have any right to erect or maintain any buildings or other structures, or to plant any trees, or to  
break any natural sod on the Premises.

TO HAVE AND TO HOLD the said Premises above bargained and described, with the appurtenances, unto the  
said party of the second part, its successors and assigns forever. And the said part y of the first part, for  
himself, his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with  
the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of  
these presents, he is well seized of the Premises above conveyed, as of good, sure, perfect, absolute and  
indefeasible estate of inheritance, in law, in fee simple, and ha s good right, full power and lawful authority to  
grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from  
all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature  
soever, except general real estate taxes for 1961 and subsequent years  
and excepting and reserving unto the Grantor, his heirs and assigns, all  
oil and gas and other mineral in, on or under the above described premises,  
provided, however, that no portion of the surface of the above described  
land shall be used by the grantor, his heirs, assigns, or legal representa-  
tives for the purpose of prospecting for, drilling for, mining or recovery  
of any such oil, gas and other mineral. Oil, gas or other mineral will not  
be removed to such an extent to undermine or disturb any structures which  
may be erected on the above described property,

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



CERTIFIED TO BE A FULL, TRUE, AND CORRECT COPY OF THE  
RECORDED DOCUMENT IN MY CUSTODY, DATE JUN 07 2017  
NATE CRANE, ARAPAHOE COUNTY CLERK & RECORDER  
BY: [Signature]

Document No. \_\_\_\_\_

IN WITNESS WHEREOF, The said party of the first part has caused this instrument to be executed the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Eugene X. Tepper [SEAL]

[SEAL]

[SEAL]

STATE OF COLORADO,

City and County of Denver

ss.

The foregoing instrument was acknowledged before me this 21st day of December 1961, by Eugene X. Tepper

21st day of December

WITNESS my hand and official seal.

My commission expires October 20, 1963.



Eli Yakich

Notary Public.

STATE OF COLORADO,

County of

ss.

The foregoing instrument was acknowledged before me this 19, by

day of

WITNESS my hand and official seal.

My commission expires

Notary Public.

STATE OF COLORADO

County of

ss.

The foregoing instrument was acknowledged before me this 19, by

day of

as

President and

as

Secretary of a corporation.

My notarial commission expires

Witness my hand and official seal.

Notary Public.

APPROVED  
H. C. KELLY AND MARSHFIELD  
BY W. J. Stanley

No. 789482

WARRANTY DEED

Eugene X. Tepper

TO

PUBLIC SERVICE COMPANY  
OF COLORADO  
DENVER, COLORADO

STATE OF COLORADO,

County of ARAPAHOE

ss.

I hereby certify that this instrument was

filed for record in my office at 11:30

o'clock A. M., DEC 21 1961, 19

and is duly recorded in book 1309, page 234

page 234

Marjorie Page

Recorder.

By Paul W. Hinchman

Deputy.

Return to and Mail Future Tax Statements to

PUBLIC SERVICE COMPANY

OF COLORADO

Denver, Colorado

ATTN: ELI YAKICH JR.

When Recorded Return To:  
Public Service Company of Colorado  
Siting and Land Rights  
Attn: Manager  
550 15<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202-4256

26-  
1932

Arapahoe County Clerk & Recorder, Tracy K. Baker

Reception #: 83285888

Receipt #: 5186298

Recording Fee: \$26.00

Pages Recorded: 5

Document Fee: \$139.32

Date Recorded: 12/12/2003 3:22:16 PM



### SPECIAL WARRANTY DEED

**THIS DEED**, Made this 12<sup>th</sup> day of December, 2003,  
Between **Southlands Colorado, LLC**, a Delaware limited liability company, whose legal address is 5460 S. Quebec Street, Suite 210, Englewood, CO 80111 ("Grantor") and **Public Service Company of Colorado**, whose legal address is 550 15<sup>th</sup> Street, Suite 700 Denver, Colorado 80202-4256, ("Grantee"):

**WITNESSETH**, That Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe, State of Colorado, described as follows:

See EXHIBIT A, attached hereto and incorporated herein

also known as street and number as: N/A

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

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor, for itself, its heirs and personal representatives or successors, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to those matters set forth on **Exhibit B**, attached hereto and incorporated herein.

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

SOUTHLANDS COLORADO, LLC,  
a Delaware limited liability company

By: Southlands Management, LLC, a Colorado Limited Liability Company, its Administrative Member

By: [Signature]  
Donald G. Provost, Manager

STATE OF COLORADO

COUNTY OF Denver



The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2003, by Donald G. Provost, Manager of Southlands Management, LLC, Administrative Member of Southlands Colorado, LLC.

WITNESS my hand and official seal.

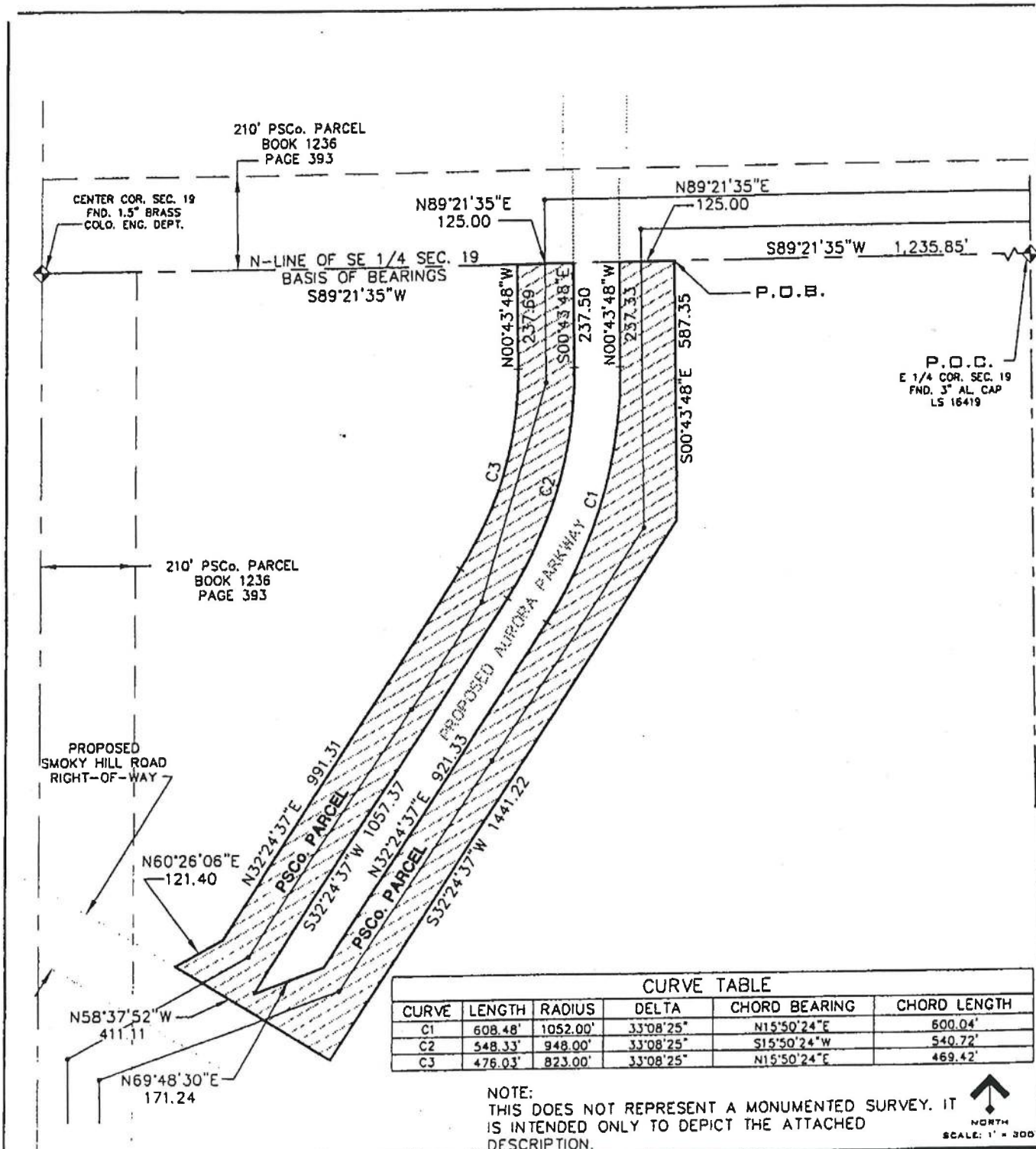
My commission expires 11/12/2008

[Signature]  
Notary Public

2/5

**EXHIBIT A**

3/5



PROJ #: 02.225  
DATE: 10/23/03  
REV #: 1

PSCo. PARCEL SWAP  
THE SOUTHLANDS  
E-470 AND SMOKY HILL ROAD  
AURORA, COLORADO

CLC ASSOCIATES  
8480 E. ORCHARD RD.  
SUITE 2000  
GREENWOOD VILLAGE  
COLORADO 80111  
P 303 770 5600  
F 303 770 2349  
CLCASSOC.COM  
ARCHITECTURE  
ENGINEERING PLANNING  
LANDSCAPE ARCHITECTURE  
LAND SURVEYING



EXHIBIT

4/5

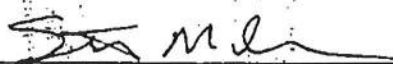
LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19 AND CONSIDERING THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 19 TO BEAR SOUTH 89 DEGREES 21 MINUTES 35 SECONDS WEST WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE SOUTH 89 DEGREES 21 MINUTES 35 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 1,235.85 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE SOUTH LINE OF A PUBLIC SERVICE COMPANY PARCEL RECORDED IN BOOK 1236 AT PAGE 393 OF THE ARAPAHOE COUNTY RECORDS; THENCE SOUTH 00 DEGREES 43 MINUTES 48 SECONDS EAST, A DISTANCE OF 587.35 FEET; THENCE SOUTH 32 DEGREES 24 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,441.22 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPOSED SMOKY HILL ROAD RIGHT-OF-WAY; THENCE NORTH 58 DEGREES 37 MINUTES 52 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 411.11 FEET; THENCE NORTH 60 DEGREES 26 MINUTES 06 SECONDS EAST, A DISTANCE OF 121.40 FEET; THENCE NORTH 32 DEGREES 24 MINUTES 37 SECONDS EAST, A DISTANCE OF 991.31 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 823.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33 DEGREES 08 MINUTES 25 SECONDS, A DISTANCE OF 476.03 FEET AND HAVING A CHORD WHICH BEARS NORTH 15 DEGREES 50 MINUTES 24 SECONDS EAST, A DISTANCE OF 469.42 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 237.69 FEET TO A POINT ON THE SOUTH LINE OF SAID PUBLIC SERVICE COMPANY PARCEL AND SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 21 MINUTES 35 SECONDS EAST ALONG SAID NORTH AND SOUTH LINES, A DISTANCE OF 125.00 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 48 SECONDS EAST, A DISTANCE OF 237.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 948.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33 DEGREES 08 MINUTES 25 SECONDS, A DISTANCE OF 548.33 FEET AND HAVING A CHORD WHICH BEARS SOUTH 15 DEGREES 50 MINUTES 24 SECONDS WEST, A DISTANCE OF 540.72 FEET; THENCE SOUTH 32 DEGREES 24 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,057.37 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 30 SECONDS EAST, A DISTANCE OF 171.24 FEET; THENCE NORTH 32 DEGREES 24 MINUTES 37 SECONDS EAST, A DISTANCE OF 921.33 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 1,052.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33 DEGREES 08 MINUTES 25 SECONDS, A DISTANCE OF 608.48 FEET AND HAVING A CHORD WHICH BEARS NORTH 15 DEGREES 50 MINUTES 24 SECONDS EAST, A DISTANCE OF 600.04 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 237.33 FEET TO A POINT ON THE SOUTH LINE OF SAID PUBLIC SERVICE COMPANY PARCEL AND SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 21 MINUTES 35 SECONDS EAST ALONG SAID NORTH AND SOUTH LINES, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 503,002 SQUARE FEET OR 11.5473 ACRES, MORE OR LESS.

DATE: 12-3-03



STEVE M. OLSON, REGISTERED LAND SURVEYOR  
COLORADO REGISTRATION NO. 24670  
FOR AND ON BEHALF OF CLC ASSOCIATES  
8484 E. ORCHARD RD., STE 2000  
GREENWOOD VILLAGE, CO 80111

PROJ #: 02.225  
DATE: 10/23/03  
REV #: 1

PSCo. PARCEL SWAP  
  
THE SOUTHLANDS  
E-470 AND SMOKY HILL ROAD  
AURORA, COLORADO

LEGAL DESCRIPTION

CLC ASSOCIATES  
8484 E. ORCHARD RD  
SUITE 2000  
GREENWOOD VILLAGE  
COLORADO 80111  
P 303 770 5600  
F 303 770 2349  
CLCASSOC.CO  
ARCHITECTURE  
ENGINEERING PLANNING  
LANDSCAPE ARCHITECTURE  
LAND SURVEYING



**Exhibit B**  
**to Special Warranty Deed from Southlands Colorado, LLC**  
**to Public Service Company of Colorado**

1. Taxes for the year 2003 and subsequent years.
2. All water, water rights, or claims thereto, in, on or under the land.
3. Reservations by the Union Pacific Land Company, a Utah corporation of (1) all coal, and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove the coal and other minerals, all as contained and set forth on the Deed recorded April 20, 1914 in Book 66 at Page 28, and any and all assignments thereof or interests therein, except to the extent as limited by the instrument recorded January 21, 1970 in Book 1848 at Page 382 and except to the extent as limited by the Quitclaim Deed from Union Pacific Railroad Company, a Utah corporation to Union Pacific Land Resources Company, a Utah corporation recorded April 16, 1971 in Book 1920 at Page 247.

NOTE: Quitclaim Deed from Union Pacific Land Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded August 27, 1925 in Book 207 at Page 302.

NOTE: Mineral Deed from Union Pacific Land Resources Company, a Utah corporation to Champlin Petroleum Company, a Delaware corporation recorded July 20, 1977 in Book 2620 at Page 139.

NOTE: Quitclaim Deed from Champlin Petroleum Company, a Delaware corporation to Union Pacific Land Resources Company, a Utah corporation recorded July 15, 1983 in Book 3915 at Page 672.

NOTE: Request for Notification of Surface Development by RME Petroleum Company (formerly known as Union Pacific Resources Company) and/or RME Land Corp. (formerly known as Union Pacific Land Resources Corporation) recorded May 16, 2002 at Reception No. B2090960.

4. Right-of-way Agreement granted to Colorado Interstate Corporation by the instrument recorded April 2, 1974 in Book 2224 at Page 627, upon the terms and conditions provided therein. (
5. Notes, easements, rights-of-way and all other matters or conditions as shown and set forth on the Southlands Framework Development Plan recorded September 17, 2003 at Reception No. B3206974.
6. An easement for electric transmission and/or distribution line or system and incidental purposes granted to Intermountain Rural Electric Ass'n, a cooperative corporation by the instrument recorded September 17, 1954 in Book 877 at page 272.
7. Terms, conditions, provisions, agreements and obligations specified under the Ordinance No. 2000-49, Annexing Certain Lands, which was recorded October 18, 2000 at Reception No. B0134826. (
8. Terms, conditions, provisions, agreements and obligations specified under the Ordinance No. 2000-64, Zoning a Parcel of Land, which was recorded October 18, 2000 at Reception No. B0134827.

RETURN TO:  
CHICAGO TITLE CO. - VALENA  
8181 E. TUFTS AVE., #520  
DENVER, CO 80237

DIVISION SE Metro

LOCATION SE ¼, Section 19,  
Township 5 South, Range 65 West  
of the 6<sup>th</sup> Principal Meridian

ROW AGENT Grady

DESCRIPTION AUTHOR Steve M. Olson  
AUTHOR ADDRESS 8484 E. Orchard  
Road, Greenwood Village, CO  
80111

FILE WITH DOC. NO. 3840

## PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

Southlands Colorado, LLC, a Delaware limited liability company, Grantor, in consideration of Ten Dollars (\$10) and other good and valuable consideration to Grantor in hand paid, by PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation, 550 15th Street, Suite 700, Denver, Colorado 80202-5501, Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual easement for the transmission, distribution, or both, of electricity and for the transmission of communication signals on, over, under, and across the following described premises located in the Southeast One-Quarter of Section 19, Township 5 South, Range 65 West of the 6th Principal Meridian in the County of Arapahoe, State of Colorado, to-wit:

"Attachment 1" attached hereto and made a part hereof.

Together with the right and authority to Grantee, its successors, licensees, lessees, contractors, or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles, and other supports of whatever materials; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim, or otherwise control all trees, brush, and other growth on or overhanging said premises.

No buildings, structures, signs, or wells shall be placed or permitted to remain on, under, or over said premises. No other objects shall be erected, placed, or permitted to remain on, under, or over said premises which will or may be an interference with the facilities constructed on said premises or an interference with the exercise of any of the rights herein granted. Non-use or a limited use of this easement shall not prevent Grantee from thereafter making use of this easement to the full extent herein authorized.

Grantee shall exercise the rights herein granted to it with due care, and all damage to the premises occurring hereunder resulting from the failure to exercise due care shall be paid for or repaired at the expense of Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

Signed and delivered this 12<sup>th</sup> day of December, 2003.

### GRANTOR:

Southlands Colorado, LLC, a Delaware limited liability company

By: Southlands Company, LLC, a Colorado limited liability company, its Administrative Member

By: Donald G. Provost, Manager

Arapahoe County Clerk & Recorder, Tracy K. Baker

Reception #: B3285889

Receipt #: 5186298

Recording Fee: \$21.00

Pages Recorded: 1

Date Recorded: 12/12/2003 3:22:16 PM



2/4

STATE OF COLORADO, )  
COUNTY OF Denver )ss.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2003 by Donald G. Provost, Manager, Southlands Management, LLC, a Colorado limited liability company, Administrative Member, Southlands Colorado, LLC, a Delaware limited liability company.

Witness my hand and official seal.



My Commission Expires 11/12/2006

My commission expires 11-12-06  
Linda K. Long  
Notary Public

3/4

# Attachment 1 Page 1 of 2

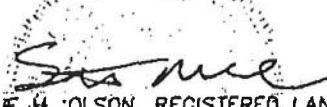
## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SAID SECTION 19, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF A 210.00 FOOT WIDE PSCo. PARCEL RECORDED IN BOOK 1236 AT PAGE 393 OF THE ARAPAHOE COUNTY RECORDS, AND CONSIDERING THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 19 TO BEAR NORTH 00 DEGREES 04 MINUTES 50 SECONDS EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE SOUTH 07 DEGREES 17 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,636.15 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE EAST LINE OF SAID PSCo. PARCEL AND A POINT ON THE NORTHERLY LINE OF PARCEL TK-46L RECORDED IN BOOK 6018 AT PAGE 528 OF THE ARAPAHOE COUNTY RECORDS; THENCE SOUTH 60 DEGREES 46 MINUTES 08 SECONDS EAST ALONG SAID NORTHERLY PARCEL LINE, A DISTANCE OF 334.00 FEET; THENCE SOUTH 48 DEGREES 47 MINUTES 54 SECONDS WEST, A DISTANCE OF 388.17 FEET TO A POINT ON THE EAST LINE OF SAID PSCo. PARCEL; THENCE NORTH 00 DEGREES 04 MINUTES 50 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 418.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,040 SQUARE FEET OR 1.4013 ACRES MORE OR LESS.

DATE: 12.3.03

  
STEVE M. OLSON, REGISTERED LAND SURVEYOR  
COLORADO REGISTRATION NO. 24670  
FOR AND ON BEHALF OF CLC ASSOCIATES  
8484 E. ORCHARD RD., STE 2000  
GREENWOOD VILLAGE, CO 80111

PROJ #: 02.225  
DATE: 11/07/03  
REV #: 3

TRIANGLE PARCEL SOUTH OF SMOKY HILL RD.

THE SOUTHLANDS  
E-470 AND SMOKY HILL ROAD  
AURORA, COLORADO

## CLC ASSOCIATES

8480 E. ORCHARD RD  
SUITE 2000  
GREENWOOD VILLAGE  
COLORADO 80111  
P 303 770 5600  
F 303 770 3349  
CLCASSOC.COM

ARCHITECTURE  
ENGINEERING PLANNING  
LANDSCAPE ARCHITECTURE  
LAND SURVEYING



SHEET 2/6 LEGAL DESCRIPTION

4/4

# Attachment 1 Page 2 of 2

P.O.C.  
CENTER COR. SEC. 19  
FND. 1 1/2" BRASS DISK  
COLO. ENG. DEPT.

P.O.B.

210' PSCo. PARCEL  
BOOK 1238  
PAGE 393

W LINE OF SE 1/4 SEC 19  
BASIS OF BEARINGS

S 1/4 COR. SEC. 19  
FND. 1 1/2" BRASS DISK  
COLO. ENG. DEPT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	334.00'	S60°46'08"E
L2	388.17'	S48°47'54"W
L3	418.79'	N00°04'50"E



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

PROJ #: 02.225  
DATE: 11/07/03  
REV #: 3

TRIANGLE PARCEL SOUTH OF SMOKY HILL RD.

THE SOUTHLANDS  
E-470 AND SMOKY HILL ROAD  
AURORA, COLORADO

CLC ASSOCIATES  
8480 E. CRECHARD RD.  
SUITE 200C  
GREENWOOD VILLAGE  
COLORADO 80111  
P 303.770.5600  
F 303.770.3349  
CLCASSOC.COM  
ARCHITECTURE  
ENGINEERING PLANNING  
LANDSCAPE ARCHITECTURE  
LAND SURVEYING



SHEET 1/6 EXHIBIT