

## DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (the "**Declaration**") is made as of the 6<sup>th</sup> day of July, 2012, by and among **GATEWAY (UNFI) LLC**, a Colorado limited liability company ("UNFI"), **GATEWAY EAST INDUSTRIAL, LLC**, a Colorado limited liability company ("Gateway"); by **40th STREET PARTNERS, LLC (F/K/A MUHLENBERG INVESTMENT, LLC**, a Colorado limited liability company) ("Gold Bug"); (together Gateway, UNFI and Gold Bug are referred to herein as "Grantors"), and **SAND CREEK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision organized under the laws of the State of Colorado (the "District"). The aforementioned entities are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS:

A. Grantors are, as their respective interests may appear, the owners of one hundred percent of the real properties located in Adams County, Colorado as described on Exhibit A attached hereto ("the "Property").

B. The District has certain obligations to construct, operate and maintain drainage, roadway, and other facilities on the Property.

C. The Grantors desire to (i) grant certain easements to the District over portions of the Property as provided for herein; and (ii) grant, assume, and allocate specific obligations, rights, privileges, and easements of enjoyment which may be shared and enjoyed by the Parties and their heirs, successors and assigns in accordance with the terms specified hereunder. The location of the easements created hereunder are depicted and legally described on Exhibit B (the "Easements").

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Grantors and the District agree that the properties described herein are and shall be held, transferred, sold, conveyed, leased, and occupied subject to the covenants, conditions, restrictions, easements, charges, liens, and rights, hereinafter set forth, all of which shall run with the land.

1. **Grant and Use of Easements.** The Grantors, as their interests may appear, do hereby grant, remise, and relinquish to the District, and establish for the benefit of themselves, and the District, and their collective successors, assigns, guests, agents, employees, licensees or invitees the following perpetual and nonexclusive easement, in and to, over and across, under and through the Easements. The use of the Easements shall be limited to: (i) pedestrian and vehicular access, including access for emergency response vehicles, to and from adjoining private and public roadways, including, without limitation, East 40<sup>th</sup> Avenue; (ii) the construction, maintenance, repair, replacement, removal and operation of "**Streets**," including, without limitation, streets, curbs, curb cuts for access to and from the Property, gutters, pavement, paved pedestrian walks and landscaping, street lights, pedestrian lights and signage

between the curb line and said pedestrian walks; (iii) the construction, maintenance, repair, replacement, removal and operation of water, sewer, storm drain, storm detention and other utilities that the District is empowered to provide, together with required appurtenances thereto required in connection with the Streets and development of, and the provision of municipal services to the Property ("**Utilities**"); (iv) access by the District, its agents and employees for the construction, maintenance, repair, replacement, removal and operation of Streets and Utilities; and (v) access to providers of natural gas, electricity, telephone, broadband, internet and cable television utilities ("**Dry Utilities**") for the construction, maintenance, repair, replacement, removal and operation of such Dry Utilities, so long as such providers have obtained prior, written approval from the District of the character, extent and location of the Dry Utilities and related and appurtenant improvements within the Easements. The Grantors and the District hereby acknowledge that subsequent easements (whether through recordation of a plat of the Property or other easement documents) may be granted within the Easements to the City of Aurora for use by the City of Aurora for the provision of water, storm drainage, and sanitary sewer services to, and fire lanes for the benefit of the Property ("**City Easement**"). No use of the Easements shall unreasonably interfere with the use by the City of Aurora of the City Easement.

2. **No Other Rights Granted.** Except as provided in Paragraph 2 hereof, the Easements created hereunder and the rights created, reserved, granted, and established in this Declaration do not, are not intended to, and shall not be construed to create, reserve, grant or establish any easements, rights, or privileges in and for the benefit of the general public or any other person or entity and, in that regard but without limiting the application of this Paragraph 3, the Parties have the providers of services through Dry Utilities expressly in mind.

3. **Scope of Easements.** The rights, obligations and covenants created hereunder shall be perpetual in duration, shall run with the land, be appurtenant to the Property or parcels into which it may be subdivided, and shall inure to the benefit of the District and the Grantors and their respective heirs, successors, successors in title, legal representatives, and assigns.

4. **Permitted Encumbrances.** The Easements are made subject to all conditions, limitations, restrictions, encumbrances, reservations, or interests of any entity or person which affect the Property as of the date hereof, whether recorded or unrecorded, including, without limitation that certain Declaration of Covenants, Conditions and Restrictions for **Gateway Park IV East** recorded in the Real Land Property records of Adams County, Colorado ("**Covenants**"), as amended and supplemented from time to time.

5. **Amendment of Easements.** Except as described in Paragraph 1 above, in the absence of an amendment to this Declaration duly recorded in the real property records of the Clerk and Recorder in and for the County of Adams, Colorado, no Party shall make, cause to be made or allow any alterations, restrictions, expansions, or amendments to the Easements, Streets or Utilities which would impair, deter or in any way block the access to or from the Property or from or to adjacent properties or public or private roadways.

6. **Construction and Maintenance of Streets and Utilities.**

(a) The District shall be the sole entity empowered to construct, or cause, permit or consent to the construction of Streets, Utilities and/or Dry Utilities in any of the Easements.

(i) As, where and when deemed necessary and appropriate by the District, or as requested by any of the Grantors and consented to by the District, which consent shall not be unreasonably withheld, delayed or conditioned, the District shall construct, install, cause or permit the construction or installation of any and all Streets, Utilities or Dry Utilities together with any necessary or desirable appurtenances thereto.

(ii) The construction, installation, operation and maintenance of all Streets and Utilities may be conditioned by the District upon reimbursement by individual Grantors requesting or directly benefiting from such services pursuant to cost-sharing agreements between such Grantors and the District; provided that nothing herein shall be construed as a limitation upon the District's power and ability to assess fees, rates, tolls and charges for the provision of the Streets and Utilities independent of any agreement by the Grantors, nor upon the District's power and ability to create subdistricts or special assessment districts for those purposes.

(iii) The operation and maintenance of those Utilities that are dedicated to the City of Aurora or any other entity having jurisdiction shall be at the cost of the City or such other entity, subject to the applicable laws, rules, ordinances or regulations thereof.

(iv) Excepting Gold Bug, each of the Grantors shall be responsible for all maintenance of the paved drive lane of the Streets on their respective Properties, provided that the Parties agree to use reasonable efforts to coordinate maintenance work. In the event that the District determines in the exercise of its reasonable discretion that the Streets are not being maintained in a commercially reasonable manner, then so as to prevent waste and deterioration the District may take such action as it deems appropriate to maintain the Streets in the stead of the Grantors. The reasonable cost of such actions shall be the proportionate obligation of those Grantors whose Property abuts the Streets maintained, to be paid by the respective Grantors to the District upon demand by the District, and such costs shall be considered a fee assessed by the District pursuant to Section 32-1-1001(1)(j), and until paid shall be a perpetual lien upon the respective Grantor's Property which may be foreclosed in the manner provided by law.

(v) So long as access to the each Party's Property is maintained, the District may, at District's sole cost and expense, modify the Streets to facilitate access to all or any Property. All Parties acknowledge that the City of Aurora will require fire lane and utility easement dedication over portions of the easement areas.

(vi) The construction, installation and operation and maintenance of Dry Utilities shall be at the sole cost and expense of such public or private entities providing services through such Dry Utilities.

(vii) All construction, installations, operation and maintenance shall comply with (a) this Declaration, (b) the applicable City of Aurora, Colorado standards (c) the

applicable District standards, (d) the Covenants, and (e) any and all other applicable laws, rules, ordinances or regulations related to the construction and use of Streets, Utilities and Dry Utilities.

(viii) Construction and installation of any or all of the Streets, Utilities and Dry Utilities shall be deemed completed upon review and acceptance of the same by the District, subject to any warranty requirements of the District or the City of Aurora.

(b) After receiving any required amendment or consent pursuant to Paragraph 5 and/or 6 (a), above, any Party electing to construct, install, or alter any Streets, Utilities or Dry Utilities in any Easement shall to the extent allowed by Colorado law indemnify, defend and hold harmless all of the other Parties from all claims, actions, proceedings, costs and expenses incurred in connection with such activities (including, without limitation, reasonable attorney fees and costs of suit) resulting from any accident, injury, loss or damage whatsoever, including but not limited to injury, loss or damage caused to the other Parties' real or personal property, except where caused by the Party who seeks to be indemnified.

(c) After receiving any required amendment or consent pursuant to Paragraph 5 and/or 6(a), above, any Party electing to construct or install or alter Streets, Utilities or Dry Utilities in the Easements shall advise all parties providing materials or services connected with such construction of the non-liability of the other Parties pursuant to C.R.S. § 38-22-105, and shall provide plans and specifications for the proposed Streets or Utilities to the District and the City of Aurora for approval prior to commencement of construction.

7. **Minimization of Interference.** Any and all construction, repair, replacement, installation, operation or maintenance of any Streets, Utilities or Dry Utilities shall be performed in accordance with this Declaration and shall be performed in a manner so as to minimize, to the extent reasonably possible, any interruption of or interference with the use of and operations and improvements on the Property, or any portion thereof, and with the use of the Easements in connection therewith. No Party shall interfere with, obstruct, alter, or restrict the use and enjoyment of any of the Easements by the other Parties, or their guests, employees, tenants, contractors, agents, licensees, or invitees. The District shall give the Grantors written notice at least fifteen (15) business days in advance of the commencement of any significant work, except in the event of an emergency in which case the District shall provide written notice as soon as reasonable under the circumstances.

8. **No Liens.** With respect to any construction or installation completed pursuant hereto, the Party ordering such work shall warrant and ensure that such work will be completed lien-free, and will not be subject to any mechanics liens, chattel mortgages, mortgages, deeds of trust, security agreement or other encumbrances which are not contested and removed in due course, and shall indemnify the other Parties from and against and with respect to any such encumbrances which attach to the Property or the Easements which are not removed in due course.

9. **Default.**

(a) In the event that a Party defaults in the performance of or adhesion to its covenants and obligations hereunder through any act, error or omission, regardless of the presence or lack of negligence, any non-defaulting Party may deliver written notice of such default to the defaulting Party. If the defaulting Party fails to cure such default within thirty days after receipt of such notice or, if cure of the particular default is not reasonably possible within thirty days, has not commenced to cure such default within thirty days and diligently pursue the cure until due completion, any other non-defaulting Party, either alone or in concert with the other Parties, may take such actions and/or expend such funds as are reasonable necessary to cure such default.

(b) In addition to the cure provisions set forth in Paragraph 10(a), above, if and in the event any Party is of the reasonable belief that the default in question will impair the physical integrity or carrying capacity of the Streets or Utilities resulting in an immediate danger to the same, or to the Property or the public, then any non-defaulting Party, either alone or in concert with the other Parties, may take such immediate actions and/or immediately expend such funds as are reasonable necessary cure such default without the need to provide notice to the defaulting Party.

(c) In the event of any default, the non-defaulting Party or Parties incurring costs to cure shall be entitled to recover from the defaulting Party such costs including such reasonable attorney's fees and court costs as are incurred in curing the default and/or in enforcing the terms and conditions of this Declaration, plus an administrative fee equal to fifteen percent (15%) of all such costs incurred. The aggregate amount shall be due immediately upon notice to the defaulting Party, provided as set forth herein, and shall accrue interest at the rate of ten percent (10%) per annum if not paid in full within thirty (30) days. All costs so incurred plus the administrative fee and the interest that accrues shall constitute a lien on the defaulting Party's interest in the Property, in favor of the Party or Parties that incurred the costs. The lien shall attach from the date notice of the costs have been provided as described above, and may be foreclosed in like manner as a mortgage on the real property. In any foreclosure or other collection proceedings, the defaulting Party shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees and court costs incurred by the non-defaulting Party or Parties pursuing such proceedings.

10. **Insurance.** Each Grantor shall obtain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) covering that portion of any Easement located on the Property. The District shall carry general liability insurance insuring itself with limits of liability that correspond to the limits set forth in the Colorado Governmental Immunity Act as the same may be amended.

11. **Notices.** Any notice required to be sent to any Party under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address then reflected on Adams County Assessor's records.

12. **Severability.** All of the provisions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of such provisions, or any part

thereof, is or has become invalid, or for any reason is or has become unenforceable, no provision, or any part thereof, shall be thereby affected or impaired.

13. **Benefits and Burdens.** The terms and provisions contained in this Declaration shall bind and inure to the benefit of all of the Grantors and the District, and their respective heirs, successors, personal representatives, and assigns.

14. **Waiver.** The failure of any person or entity designated herein to enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so for any subsequent violations. Moreover, the right to enforce any other provisions of this Declaration shall not be waived by such a failure nor shall there be any liability therefor.

15. **Relationship of Parties.** Nothing contained herein shall designate any Party as the agent or legal representative of any other Party benefited hereby for any purpose whatsoever, nor shall this Declaration be deemed to create any form of business organization between the Parties subject to this Declaration, nor is any Party granted the right or authority to assume or create any obligation or responsibility on behalf of any other Party, nor shall any Party be in any way liable for any debt of the other.

16. **Appropriation.** Notwithstanding anything set forth to the contrary in this Declaration, whenever and where ever it is stated that the District will, must or shall perform any act or expend any sum, the performance or expenditure shall be subject to the availability of funds and the laws regarding budget and appropriation.

17. **No Waiver of Governmental Immunity.** The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Declaration the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S Section 24-10-101 et seq as the same may be amended.

18. **Venue.** Venue for any legal action relating to this Declaration shall lie in the District Court in and for the County of Adams, Colorado.

21. **No Personal Liability.** No elected official, nor director, officer, agent or employee of any Party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Declaration or because of any breach thereof or because of its or their execution, approval or attempted execution of this Declaration.

21. **Governing Law.** This Declaration shall be governed and construed in accordance with the laws of the State of Colorado.

22. **No Enlargement of Prior Easements.** The Parties acknowledge that the Easement is contiguous to and a practical extension of easements granted pursuant to (i) a Declaration of Easement by and between Gateway, the District and Roth Corporation recorded in the Adams County Clerk and Recorder's office at Reception No. C1074641, and (ii) a Reciprocal Access and Utility Easement Agreement by and between the District and Gold Bug, and that

nothing herein shall be construed as an amendment of or in conflict with said agreements, or an enlargement of or modification to the rights and obligations contained therein

**IN WITNESS WHEREOF**, this Declaration of Easement is executed the day and year first above written.

[SEPARATE SIGNATURE PAGES FOLLOW]





40<sup>th</sup> STREET PARTNERS, LLC  
a Colorado limited liability company

By: William Gold

Its: Managing Member

STATE OF Colorado )  
 ) ss  
COUNTY OF Denver )

The above and foregoing instrument was subscribed and sworn to before me this 10 day  
of July, 2012, by William Gold, as Managing Member, 40<sup>th</sup> Street Partners,  
LLC, a Colorado limited liability company

Witness my hand and official seal.

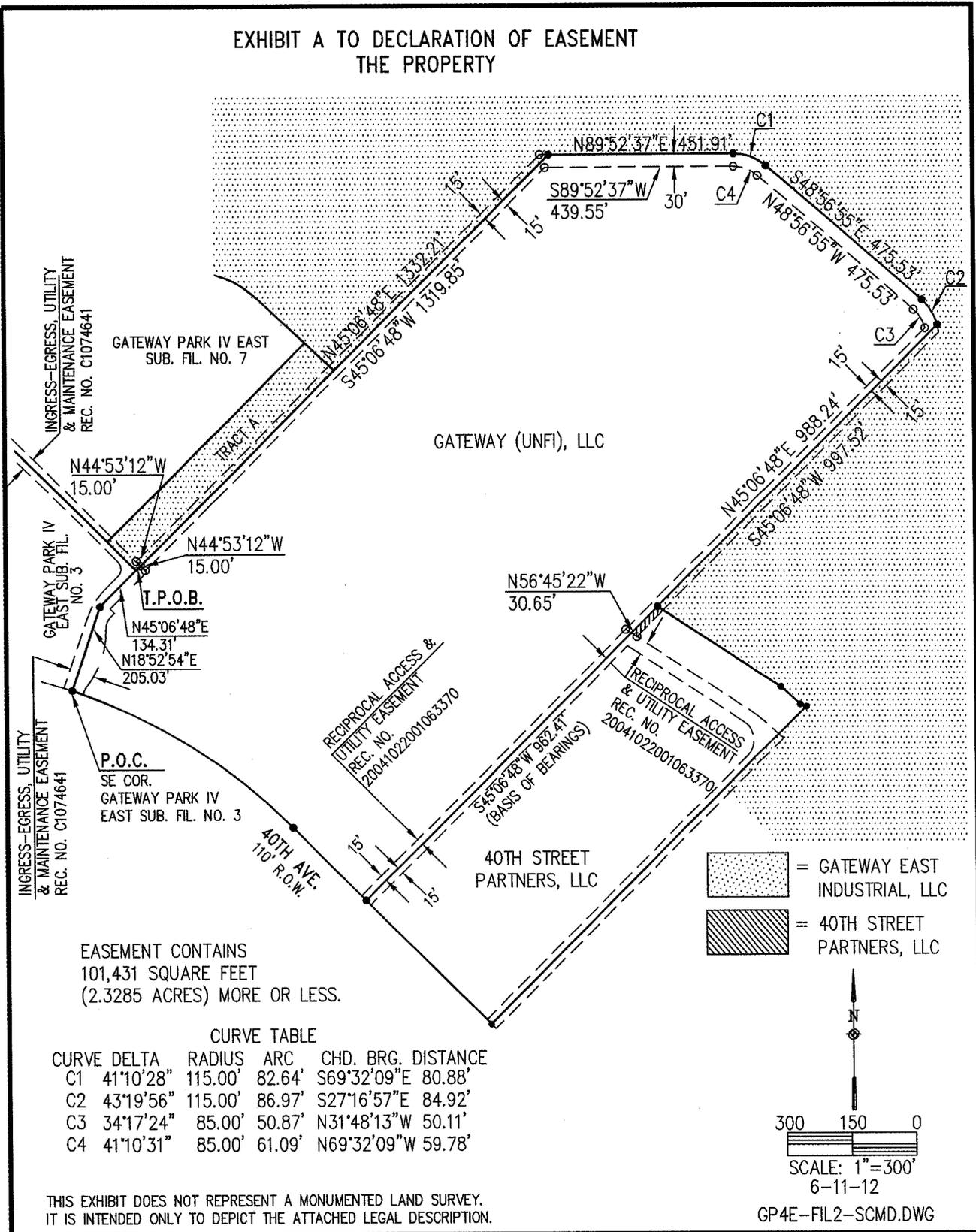
My Commission expires: 07/14/2015  
Rebecca Taladay  
Notary Public





EXHIBIT A  
Property

EXHIBIT A TO DECLARATION OF EASEMENT  
 THE PROPERTY



EASEMENT CONTAINS  
 101,431 SQUARE FEET  
 (2.3285 ACRES) MORE OR LESS.

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHD. BRG.	DISTANCE
C1	41°10'28"	115.00'	82.64'	S69°32'09"E	80.88'
C2	43°19'56"	115.00'	86.97'	S27°16'57"E	84.92'
C3	34°17'24"	85.00'	50.87'	N31°48'13"W	50.11'
C4	41°10'31"	85.00'	61.09'	N69°32'09"W	59.78'

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

LEGAL DESCRIPTION

TRACT A, GATEWAY PARK IV EAST SUBDIVISION FILING NO. 7, RECORDED JANUARY 7, 2005 AS INSTRUMENT NUMBER 20050107000023320, TOGETHER WITH A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 21, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°57'46" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 21 A DISTANCE OF 2588.60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF TOWER ROAD AS DESCRIBED BY DEED RECORDED IN BOOK 2800 AT PAGE 679 OF SAID ADAMS COUNTY RECORDS; THENCE SOUTH 00°04'37" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID TOWER ROAD A DISTANCE OF 2551.32 FEET TO A POINT OF CURVE ON THE NORTH RIGHT-OF-WAY LINE OF 40<sup>TH</sup> AVENUE AS DESCRIBED BY DEED RECORDED IN BOOK 5870 AT PAGE 406 OF SAID ADAMS COUNTY RECORDS; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 40<sup>TH</sup> AVENUE:

1. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°02'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 78.57 FEET, WHOSE CHORD BEARS SOUTH 45°05'47" WEST A DISTANCE OF 70.73 FEET;
2. THENCE NORTH 89°53'03" WEST A DISTANCE OF 209.47 FEET TO A POINT OF CURVE;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 44°59'51", A RADIUS OF 1090.36 FEET AND AN ARC LENGTH OF 856.32 FEET, WHOSE CHORD BEARS NORTH 67°23'08" WEST A DISTANCE OF 834.49 FEET;
4. THENCE NORTH 44°53'12" WEST A DISTANCE OF 227.84 FEET TO THE SOUTHEAST CORNER OF GATEWAY PARK IV EAST SUBDIVISION FILING NO. 6, RECORDED NOVEMBER 5, 2004 AS INSTRUMENT NUMBER 20041105001122600 OF SAID ADAMS COUNTY RECORDS;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST AND NORTH LINES OF SAID GATEWAY PARK IV EAST SUBDIVISION FILING NO. 6:

1. THENCE NORTH 45°06'48" EAST A DISTANCE OF 1041.40 FEET;
2. THENCE NORTH 69°48'31" WEST A DISTANCE OF 14.79 FEET;
3. THENCE NORTH 47°30'19" WEST A DISTANCE OF 60.63 FEET;
4. THENCE NORTH 56°45'21" WEST A DISTANCE OF 340.30 FEET TO THE NORTHWEST CORNER OF SAID GATEWAY PARK IV EAST SUBDIVISION FILING NO. 6;

THENCE NORTH 45°06'48" EAST A DISTANCE OF 924.21 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°13'50", A RADIUS OF 115.00 FEET AND AN ARC LENGTH OF 68.71 FEET, WHOSE CHORD BEARS NORTH 31°50'00" WEST A DISTANCE OF 67.69 FEET; THENCE NORTH 48°56'55" WEST A DISTANCE OF 475.53 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41°10'28", A RADIUS OF 115.00 FEET AND AN ARC LENGTH OF 82.64 FEET, WHOSE CHORD BEARS NORTH 69°32'09" WEST A DISTANCE OF 80.88 FEET; THENCE SOUTH 89°52'37" WEST A DISTANCE OF 430.61 FEET; THENCE SOUTH 45°06'48" WEST A DISTANCE OF 1362.33 FEET TO THE SOUTHEAST CORNER OF TRACT A OF SAID GATEWAY PARK IV EAST SUBDIVISION FILING NO. 7, SAID POINT ALSO BEING THE NORTHEAST CORNER OF GATEWAY PARK IV EAST SUBDIVISION FILING NO. 3 RECORDED DECEMBER 23, 2002 IN FILE 18, MAP 818, RECEPTION NUMBER C1071159 OF SAID ADAMS COUNTY RECORDS;

THENCE NORTH 44°53'12" WEST ALONG THE NORTHEASTERLY LINE OF SAID GATEWAY PARK

IV EAST SUBDIVISION FILING NO. 3 AND THE SOUTHWESTERLY LINE OF SAID TRACT A, A DISTANCE OF 94.09 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A; THENCE NORTH 45°06'48" EAST ALONG THE NORTHWESTERLY LINE OF SAID TRACT A, A DISTANCE OF 651.84 FEET TO THE NORTHWEST CORNER OF SAID TRACT A, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID GATEWAY PARK IV EAST SUBDIVISION FILING NO. 7; THENCE THE FOLLOWING TWENTY (20) COURSES ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 1, GATEWAY PARK IV EAST SUBDIVISION FILING NO. 7:

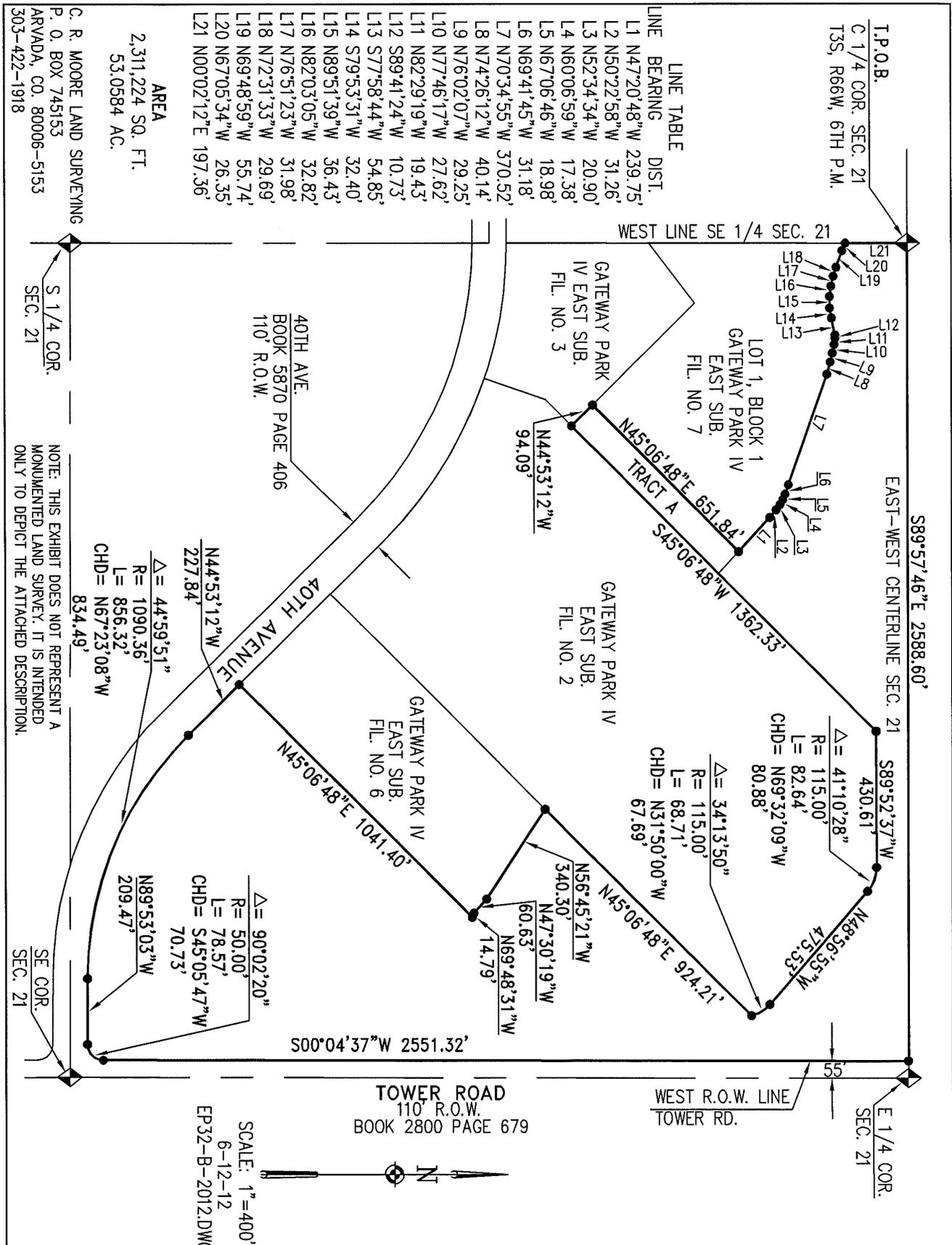
1. THENCE NORTH 47°20'48" WEST A DISTANCE OF 239.75 FEET;
2. THENCE NORTH 50°22'58" WEST A DISTANCE OF 31.26 FEET;
3. THENCE NORTH 52°34'34" WEST A DISTANCE OF 20.90 FEET;
4. THENCE NORTH 60°06'59" WEST A DISTANCE OF 17.38 FEET;
5. THENCE NORTH 67°06'46" WEST A DISTANCE OF 18.98 FEET;
6. THENCE NORTH 69°41'45" WEST A DISTANCE OF 31.18 FEET;
7. THENCE NORTH 70°34'55" WEST A DISTANCE OF 370.52 FEET;
8. THENCE NORTH 74°26'12" WEST A DISTANCE OF 40.14 FEET;
9. THENCE NORTH 76°02'07" WEST A DISTANCE OF 29.25 FEET;
10. THENCE NORTH 77°46'17" WEST A DISTANCE OF 27.62 FEET;
11. THENCE NORTH 82°29'19" WEST A DISTANCE OF 19.43 FEET;
12. THENCE SOUTH 89°41'24" WEST A DISTANCE OF 10.73 FEET;
13. THENCE SOUTH 77°58'44" WEST A DISTANCE OF 54.85 FEET;
14. THENCE SOUTH 79°53'31" WEST A DISTANCE OF 32.40 FEET;
15. THENCE NORTH 89°51'39" WEST A DISTANCE OF 36.43 FEET;
16. THENCE NORTH 82°03'05" WEST A DISTANCE OF 32.82 FEET;
17. THENCE NORTH 76°51'23" WEST A DISTANCE OF 31.98 FEET;
18. THENCE NORTH 72°31'33" WEST A DISTANCE OF 29.69 FEET;
19. THENCE NORTH 69°48'59" WEST A DISTANCE OF 55.74 FEET;
20. THENCE NORTH 67°05'34" WEST A DISTANCE OF 26.35 FEET TO THE NORTHWEST CORNER OF SAID GATEWAY PARK IV EAST SUBDIVISION FILING NO. 7, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 21;

THENCE NORTH 00°02'12" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 21 A DISTANCE OF 197.36 FEET TO THE TRUE POINT OF BEGINNING.

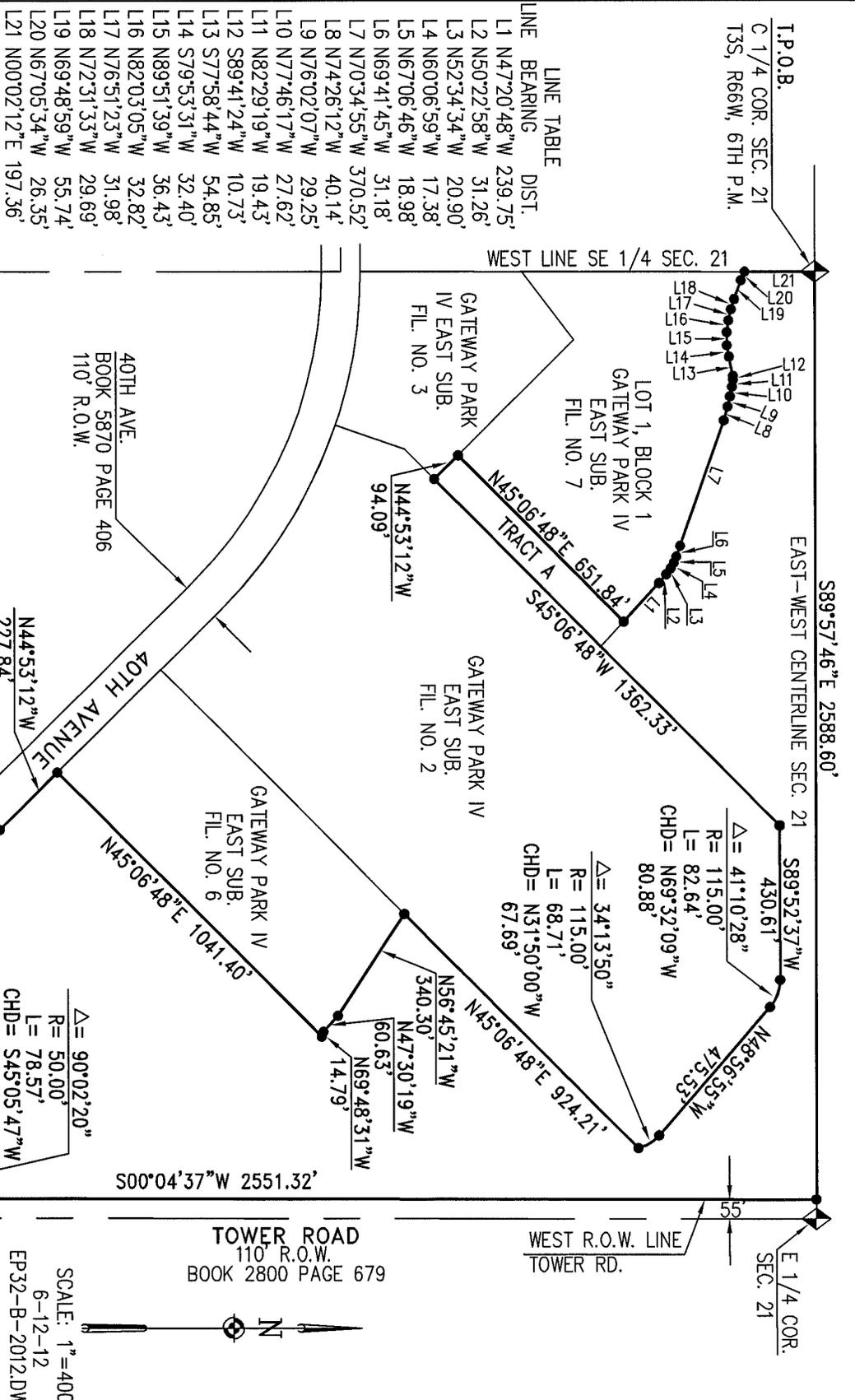
CONTAINING 2,311,224 SQUARE FEET OR 53.0584 ACRES.

JUNE 12, 2012  
C. R. MOORE LAND SURVEYING  
P. O. BOX 745153  
ARVADA, CO. 80006-5153  
303-422-1918

FILE: EP32-B-2012



C. R. MOORE LAND SURVEYING  
 P. O. BOX 745153  
 ARVADA, CO. 80006-5153  
 503-422-1918



SCALE: 1" = 400'  
 6-12-12  
 EP32-B-2012.DWC

EXHIBIT B  
STREET/ACCESS EASEMENT

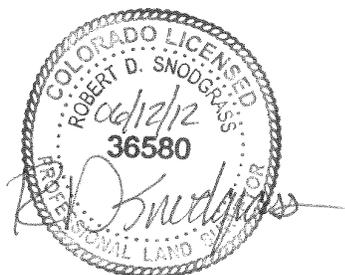
LEGAL DESCRIPTION

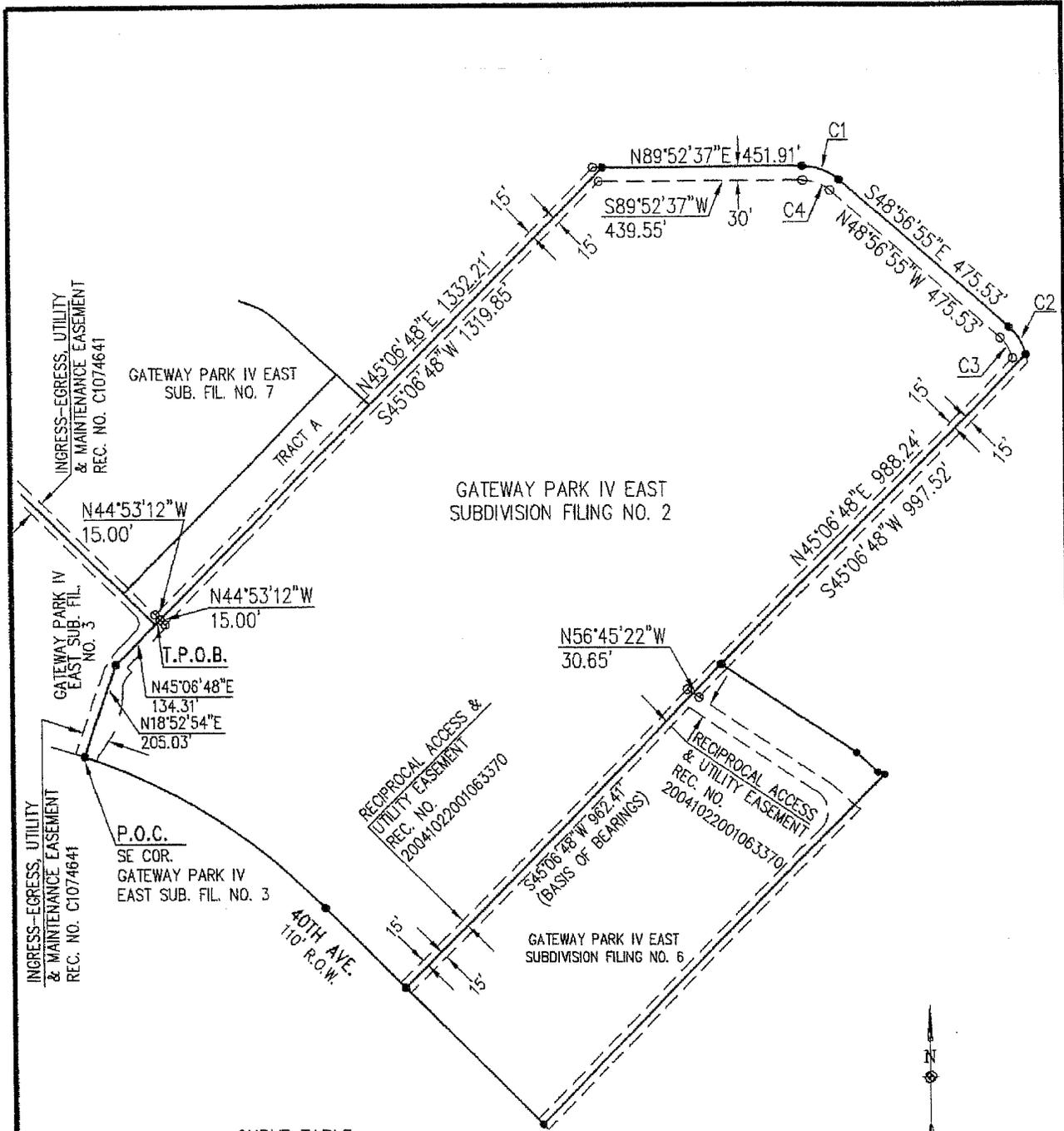
AN INGRESS-EGRESS, UTILITY, LANDSCAPE, SIDEWALK & DRAINAGE EASEMENT, 30.00 FEET IN WIDTH, OVER AND ACROSS A PORTION OF TRACT A, GATEWAY PARK IV EAST SUBDIVISION FILING NO. 7 RECORDED JANUARY 7, 2005 AS INSTRUMENT NO. 20050107000023320, A PORTION OF GATEWAY PARK IV EAST SUBDIVISION FILING NO. 6 RECORDED NOVEMBER 5, 2004 AS INSTRUMENT NO. 20041105001122600 AND A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GATEWAY PARK IV EAST SUBDIVISION FILING NO. 3 RECORDED DECEMBER 23, 2002 IN FILE 18, MAP 818, RECEPTION NO. C1071159 OF SAID ADAMS COUNTY RECORDS; THENCE NORTH 18°52'54" EAST ALONG THE EAST LINE OF SAID GATEWAY PARK IV EAST SUBDIVISION FILING NO. 3 A DISTANCE OF 205.03 FEET; THENCE NORTH 45°06'48" EAST ALONG THE EAST LINE OF SAID GATEWAY PARK IV EAST SUBDIVISION FILING NO. 3 AND THE EAST LINE OF TRACT A OF SAID GATEWAY PARK IV EAST SUBDIVISION FILING NO. 7 A DISTANCE OF 134.31 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHEASTERLY LINE OF AN INGRESS-EGRESS, UTILITY AND MAINTENANCE EASEMENT AS DESCRIBED BY DEED RECORDED AT RECEPTION NO. C1074641 OF SAID ADAMS COUNTY RECORDS; THENCE NORTH 44°53'12" WEST ALONG THE NORTHEASTERLY LINE OF SAID INGRESS-EGRESS, UTILITY AND MAINTENANCE EASEMENT A DISTANCE OF 15.00 FEET; THENCE NORTH 45°06'48" EAST A DISTANCE OF 1332.21 FEET; THENCE NORTH 89°52'37" EAST A DISTANCE OF 451.91 FEET TO A POINT OF CURVE THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 41°10'28", A RADIUS OF 115.00 FEET AND AN ARC LENGTH OF 82.64 FEET, WHOSE CHORD BEARS SOUTH 69°32'09" EAST A DISTANCE OF 80.88 FEET; THENCE SOUTH 48°56'55" EAST A DISTANCE OF 475.53 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°19'56", A RADIUS OF 115.00 FEET AND AN ARC LENGTH OF 86.97 FEET, WHOSE CHORD BEARS SOUTH 27°16'57" EAST A DISTANCE OF 84.92 FEET; THENCE SOUTH 45°06'48" WEST A DISTANCE OF 997.52 FEET TO A POINT ON THE NORTH LINE OF A RECIPROCAL ACCESS AND UTILITY EASEMENT AS DESCRIBED BY DEED RECORDED AT RECEPTION NO. 20041022001063370 OF SAID ADAMS COUNTY RECORDS; THENCE NORTH 56°45'22" WEST ALONG THE NORTH LINE OF SAID RECIPROCAL ACCESS AND UTILITY EASEMENT A DISTANCE OF 30.65 FEET; THENCE NORTH 45°06'48" EAST A DISTANCE OF 988.24 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°17'24", A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF 50.87 FEET, WHOSE CHORD BEARS NORTH 31°48'13" WEST A DISTANCE OF 50.11 FEET; THENCE NORTH 48°56'55" WEST A DISTANCE OF 475.53 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41°10'31", A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF 61.09 FEET, WHOSE CHORD BEARS NORTH 69°32'09" WEST A DISTANCE OF 59.78 FEET; THENCE SOUTH 89°52'37" WEST A DISTANCE OF 439.55 FEET; THENCE SOUTH 45°06'48" WEST A DISTANCE OF 1319.85 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID INGRESS-EGRESS, UTILITY AND MAINTENANCE EASEMENT; THENCE NORTH 44°53'12" WEST ALONG THE NORTHEASTERLY LINE OF SAID INGRESS-EGRESS, UTILITY AND MAINTENANCE EASEMENT A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 101,431 SQUARE FEET OR 2.3285 ACRES.

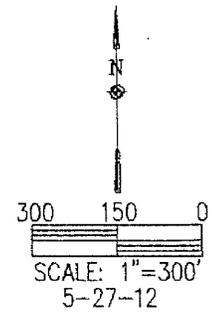
JUNE 9, 2012  
FILE: GP4E-FIL2-SCMD





CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHD. BRG.	DISTANCE
C1	41°10'28"	115.00'	82.64'	S69°32'09"E	80.88'
C2	43°19'56"	115.00'	86.97'	S27°16'57"E	84.92'
C3	34°17'24"	85.00'	50.87'	N31°48'13"W	50.11'
C4	41°10'31"	85.00'	61.09'	N69°32'09"W	59.78'



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

GP4E-FIL2-SCMD.DWG