

EXHIBIT H

**Roxborough Water and Sanitation District
Easement Deed Termination
Reception No. B6143901**

**Roxborough Water and Sanitation District
Permanent Sanitary Sewer Easement Termination
Reception No. B6143904**

Please return to:
Roxborough Park Metropolitan District
6222 North Roxborough Park Road
Littleton, CO 80125

Arapahoe County Clerk & Recorder, Nancy A. Dely

Reception #: B6143901

Receipt #: 5301400

Recording Fee: \$181.00

Pages Recorded: 36

Date Recorded: 10/6/2006 2:08:26 PM

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that the **CITY OF LITTLETON**, a municipal corporation of the State of Colorado, Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby sell, convey, grant and quit claim to the **ROXBOROUGH WATER AND SANITATION DISTRICT** (formerly the Roxborough Park Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado, the Grantee, a thirty foot (30') permanent easement to enter, re-enter, remove and operate one or more sanitary sewer pipelines, manholes and all underground surface appurtenances thereto, of such size and capacity as necessary or required by the Grantee, in, through, over and across the real property ("Property") described in Exhibit A (Including **Parcel 1 - Sanitary Sewer Easement, Parcel 2 - Sanitary Sewer Easement, Parcel 3 - Sanitary Sewer Easement and Parcel 4 - Sanitary Sewer Easement**), attached hereto and incorporated herein by this reference, situate in the County of Arapahoe and State of Colorado, being a part of the Grantor's South Platte Floodplain Park, a natural flood plain wilderness park, to wit:

As part of the grant herein contained, the parties mutually covenant and agree as follows:

1. Grantor covenants to and with the Grantee that the Grantee's officers, agents, employees and contractors shall have the right to ingress in, to, over, through and across the Property for any purposes needful for the full enjoyment of any other right of occupancy or use provided herein.
2. Grantee agrees to notify the Grantor at least thirty (30) days prior to the commencement of any construction, installation, reconstruction, modification or repair to the sewer line so that the Grantor may make such inspection and take such action as it deems reasonably necessary for the protection of the wildlife in the park during critical migration, nesting, and birthing periods (generally March 1 through July 31), for the protection of the park in general and to assure itself that the provisions of this Easement are being complied with. For standard maintenance, cleaning and repair, Grantee shall give Grantor three (3) days advance notice. Grantee shall not be required to furnish notice prior to commencing any construction, modification or repairs necessitated by an emergency but shall thereafter notify the Grantor no later than the next business day after such work is performed of the nature, extent and location of any such emergency work. The term "emergency" shall mean any situation wherein Grantee's reasonable determination the public health or safety would be jeopardized or endangered by waiting three (3) days before initiating needed construction, modification or repairs.
3. Grantor reserves the right to make full use of the property as may be necessary or convenient in the operation of the South Platte Park and related activities and hereby retains all right to use, construct, operate, maintain, repair, remove, or relocate any of its facilities located or to be located within the Property at any time and in such manner it deems necessary or convenient, but only in such manner as will not unreasonably interfere with Grantee's use of its

EASEMENT DEED

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facilities or of any of its rights under this easement, including but not limited to, Grantee's right of access to existing and future facilities that may be located within the Property. Any building or structure other than such things as bike paths, sidewalk and fences with gates that Grantee has the ability to open and close shall be deemed to constitute an unreasonable interference with Grantee's rights hereunder unless such buildings or structures are expressly approved in writing by Grantee which approval shall not be unreasonably withheld; provided Grantee shall have no obligation to replace or repair any such subsequently approved building or structure damaged or destroyed as a result of Grantee's rights herein contained. Grantor will not plant or install any trees or other wood nursery stock on the Property without the approval of the Grantee which shall not be unreasonably withheld; provided Grantee shall have no obligation to replace or repair any such subsequently approved trees or wood nursery stock damaged or destroyed as a result of Grantee's rights herein contained. Grantor, at its expense, may construct or cause to be constructed multi-use trails on said sewer easement; and upon excavation thereof by Grantee, Grantee shall restore the same, together with any fences or gates, damaged by Grantee, as nearly as may be reasonably done to the grade and conditions they were in prior to excavation.

4. Except as indicated on the construction plans made available as part of the bid documents for the construction of Grantee's sanitary sewer facilities, a set of which has been previously provided to Grantor, Grantee shall not trim or cut down any trees, shrubs, bushes or brush on the Grantor's property without having received the prior written permission of the Grantor, which permission shall not be unreasonably withheld by the Grantor. Any debris from the trimming or cutting of any trees, shrubs or brush shall be removed and disposed of by the Grantee at its sole expense and to the satisfaction of the Grantor. Prior to any construction or tree trimming or removal by the Grantee, representatives of the Grantor and Grantee shall walk the property and mark and identify such trees, shrubs, brush and bushes to be removed or trimmed.

5. To the extent permitted by law, Grantee shall indemnify, defend and save harmless the Grantor, its council members, employees and agents, against any and all claims or fees and court costs to which it or they may be subjected by reason of the negligent or intentional tortuous actions or tortuous failures to act of Grantee, its agents, officers or employees arising out of in connection with the construction, use, operation, modification, replacement, maintenance, repair or removal of Grantee's sewer line; provided that Grantee's total obligation to indemnify Grantor, including defense costs, shall not exceed the limits of liability as set forth in the Colorado Governmental Immunity Act, as the same now exists or as amended.

6. If the construction of all or any part of Grantee's sewer line is to be performed by a contractor under contract with Grantee, the Grantee shall notify the Grantor and shall incorporate the applicable stipulations and conditions set forth in paragraphs 2, 4, 5, 7, 8, 10, 11 and 15 of this Easement Deed into the contract specifications and, if required by the Grantor shall cause said contractor to obtain, prior to commencement of the work, an insurance policy or policies in an amount sufficient to cover the Grantor, its officers, agents and employees, from any losses or damages resulting from the work performed by the contractor. Grantee shall

provide the Grantor with copies of said insurance policies and the Grantor shall be named as an additional insured thereon.

7. The Grantee shall at no time interfere with the flow of water through the lakes within the Grantor's property, and the Grantee shall assume all risks incident to the presence, or potential presence, of water within the Grantor's property. Further, the Grantee shall take all reasonable steps necessary to protect the sewer line from surface or ground water damage. Grantee shall prepare and submit an erosion control plan to the grantor for its review and approval prior to any work.

8. Grantee shall use reasonable means to prevent the discharge or leakage of sewage into or upon and damage to the Grantor's property resulting from the construction, modification, replacement or repair, use, operation and maintenance of the Grantee's sewer line. Any clean-up, repair or replacement of the Grantor's property, or installations on said property, shall be made by Grantee at its sole expense when the same is the result of the negligence of Grantee, its agents, officers, employees, contractors, arising from the construction, modification, operation, maintenance, repair, use or replacement of Grantee's sewer line. With regard to any discharge, leak or spill occurring as a result of the sole negligence of the Grantor or its agents, officers, employees or contractors, clean-up shall be at the sole expense of Grantor. Discharges or leaks of sewage or other damage which is not the result of the negligence of either party shall be allocated between the parties thereto in equal shares. With regard to any discharge, leak or spill occurring as a result of any cause, the parties shall cooperate with each other and use their best efforts to effect necessary clean-up and repair, and/or replacement, in a timely fashion; provided, however, that by performing or causing such clean-up, repair, replacement, neither of the parties shall be deemed to have waived any claim either of them may have against third parties for indemnification or reimbursement.

9. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein contained; provided, however, that Grantee shall not exercise said right in any manner which would interfere with, modify or change those lakes and ponds adjacent to the Property without the advance written permission of the Grantor. It is expressly agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any sewer pipeline or lines and appurtenances within the Property without the advance written permission of Grantee, the earth cover over any sewer pipeline or lines may be modified, but normally permission will not be granted for a modification resulting in cover of less than 4.5 feet nor greater than 10 feet measured vertically from the top of any sewer pipeline or lines, any modification undertaken by the Grantor shall be upon terms which provide for reimbursement to the Grantee for the cost of any alterations to any pipeline facility made necessary by the change in the earth cover.

10. Except as otherwise provided herein, after construction, reconstruction, repair or maintenance or removal of lines by the Grantee or Grantee's contractor, the general surface of the Property, except as necessarily modified to accommodate appurtenances, shall be restored as

nearly as may reasonably be done, to the grade and condition it was in immediately prior to such construction and maintenance. In addition, any construction debris shall be cleaned from the site to the reasonable satisfaction of Grantor. Grantee's trenches or excavations within the Property shall be backfilled in accordance with Grantor's specifications and with the terms of this Easement Deed.

Grantee shall pay to Grantor the amount of One Hundred Twenty Thousand Dollars (\$120,000) for costs associated with Grantor's revegetation of the property following initial construction of the sewer line. Such costs shall be deemed to include, but shall not be limited to, repair and replacement of any damaged irrigation facilities, replacement of trees, bushes, and shrubs, reseeding grassy areas, construction fence removal, and soil replacement and resspreading. Upon payment of the aforementioned \$120,000, Grantee shall have no other obligation to revegetate, including the repair and replacement of damaged irrigation facilities, or to maintain the same, following initial construction but shall be required to revegetate the property thereafter upon reconstruction, repairs, maintenance or removal of sanitary sewer lines as provided above.

To assist in Grantor's revegetation of the property, Grantee shall be required to remove and separately stockpile the excess in-situ material located above the excavation zone of the proposed pipeline facilities approximately every 150 feet along the length of pipeline facilities.. The Grantor will be solely responsible for revegetation of the area above the excavation zone, as well as the remaining affected areas of the Property, once the Grantee has completed backfilling the pipeline trench as provided above. Grantor's revegetation activities shall not generally commence until the Grantee has completed testing and acceptance of the pipeline facilities within the Grantee's easement, unless Grantor's revegetation can otherwise not be completed within the accepted fall or spring seeding season. Grantor's revegetation of the Property shall include spreading any excess in-situ material and scarifying the surface prior to reseeding, all in Grantor's sole discretion. Grantee shall have no obligation to spread excess in-situ material, other than to accomplish backfilling the pipeline trench, and Grantee shall have no obligation to scarify the surface on any portion of the Property.

11. Any construction contemplated or performed under this Easement Deed shall comply with and conform to all Grantor's Engineering and Utilities Division construction standards in effect at the time construction commences and shall be performed and completed in substantial conformance with the plans submitted to and approved by said Division. Grantee shall, if requested by Grantor, place and maintain permanent, visible markers, such as a bollard, of a type and at locations designated by Grantor to define the manhole locations of Grantee's sewer line installation or installations. Grantee shall provide Grantor with "as built" drawings of said construction and improvements. Except for temporary survey stakes during periods of construction, Grantee shall not place any survey monument, monument, manhole marker, marker or any other structure or improvement which projects above the surface of the ground without the advance written approval of the Grantor which approval shall not be unreasonably withheld.

12. Before replacing, enlarging, relocating or adding to its sewer line, Grantee shall advise the Grantor of such proposed change and furnish plans and specifications of the proposed change to Grantor for review and approval.

13. In case Grantee shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the Grantee shall cease and terminate, and the Grantor shall hold said premises as the same may then be, free from the right so abandoned and shall own all material and structures of the Grantee so abandoned, but nothing herein shall be construed as working a forfeiture, or abandonment of any interest derived hereunder and not owned by the Grantee at the time of the abandonment of Grantee's rights. Notwithstanding any such abandonment, Grantee's obligation to indemnify and save harmless the Grantor, its council members, officers, employees and agents, shall not terminate unless Grantee's sewer line or lines have been removed or plugged to the reasonable satisfaction of Grantor.

14. Grantee may remove the sewer line or lines installed hereunder only after providing Grantor with written notice of Grantee's intent to remove the sewer line or lines. In the event Grantee does remove its sewer line or lines, immediately following such removal Grantee shall restore the property as nearly as may reasonably be done, to the grade and condition it was in immediately prior to such removal.

15. Grantee shall comply with all applicable laws, ordinances, and all rules, regulations and requirements of any governmental authority promulgated there under controlling environmental standards and conditions of the Property and shall obtain all permits or approvals required for such work including Section 404 permits as necessary from the United States government.

16. This non-exclusive easement shall not be assigned or in any other manner transferred or conveyed, by operation of law or otherwise, without the prior written approval of the Grantor through action by the City Council, which approval shall not be unreasonably withheld, unless said assignment is operative as a matter of law, such as in a consolidation or dissolution.

17. The rights and privileges granted in this Easement Deed are subject to prior agreements, easements, licenses and conveyances, recorded or unrecorded; and it shall be the Grantee's sole responsibility to determine the existence of any such rights, uses or installations conflicting with the Grantee's use of the Grantor's Property hereunder and to resolve any conflict.

18. This Easement Deed shall extend to and be binding upon the successors and assigns of the respective parties hereto.

19. This Easement Deed constitutes the complete agreement of the parties hereto with respect to the subject matter hereof, and there are no oral understanding or agreements not contained in this Easement Deed.

20. Grantee agrees that all other public utilities, such as water, storm sewer, gas, electric and telephone utilities, may be installed within the Property as long as they do not interfere with the Grantee's rights herein granted. All public utilities crossing the easement herein granted must cross at approximately right angles and any and all of said utilities which parallel Grantee's sewer line shall not be permitted within fifteen (15) feet of each side of the centerline of the Property. The intent herein is to reserve for Grantee at least thirty (30) feet of the easement width.

21. In addition to the permanent easement described above, Grantor hereby grants to Grantee a temporary construction easement for the purpose of constructing the sewer pipeline described herein. Said temporary construction easement shall encumber Parcel T1, Parcel T2, Parcel T3, and Parcel T4, all as more particularly described on Exhibit B attached hereto and incorporated herein. Said temporary construction easement shall be of no further force or effect eighteen (18) months from the date Grantee commences construction of the pipeline on the Property. Grantee shall provide written notice to Grantor of the date upon which construction commences on the Property to permit calculating the date upon which the temporary construction easement shall terminate. During the term of the temporary construction easement, Grantee shall not erect or construct or allow to be erected or constructed any building or other structures within the temporary construction easement area other than those as may be required by any applicable State or Federal regulation (by way of example, portable restroom facilities).

At any time during Grantee's ownership of this Easement, Grantee reasonably determines that additional temporary construction easements are necessary, Grantor agrees, at no cost, to grant to Grantee a temporary construction easement, on, under, over and across the real property described on Exhibit "B," using a form of temporary construction easement and right-of-way agreement as proscribed by Grantor, provided however, that, in non-emergency situations the granting of the temporary easement may be delayed, modified or conditioned in such manner as will protect the wildlife in the park during critical migration, nesting and birthing periods (generally March 1 through July 31).

22. Following completion of construction on the Property, restoration and revegetation of the temporary construction easement area shall be the responsibility of Grantor, as set forth in Paragraph 10 of this Easement Deed.

23. It is contemplated that the sanitary sewer facilities constructed by Grantee on the Property will be conveyed from Grantee to Grantor at some point in the future. At such time as the sanitary sewer facilities are conveyed to Grantor, this Easement Deed shall be extinguished and Grantee shall deliver to Grantor an instrument, in a form acceptable to Grantor, delivering all of Grantee's right, title, and interest in the Property to Grantor.

EXECUTED this 26th day of September, 2006.

ATTESTED:

CITY OF LITTLETON, COLORADO

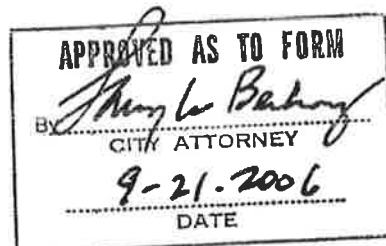
Julie Bower
City Clerk

By: James A. Taylor
President of City Council

APPROVED AS TO FORM:

City Attorney

County of Arapahoe)
) ss.
State of Colorado)



Subscribed and sworn to before me this 26th day of September 2006, by
James A. Taylor, President of City Council, City of Littleton, Colorado and attested to by
Julie Bower, City Clerk, the City of Littleton, State of Colorado.

My commission expires: July 7, 2007

Rebecca A. Phye
Notary Public

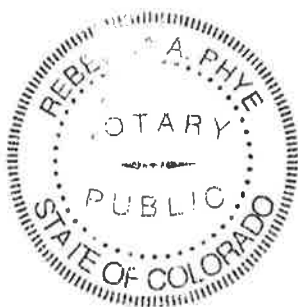


EXHIBIT A

PARCEL 1 – SANITARY SEWER EASEMENT

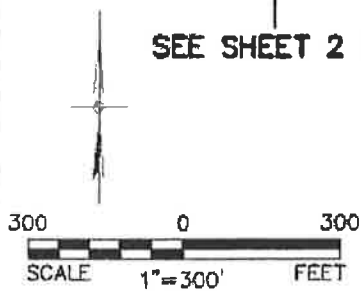
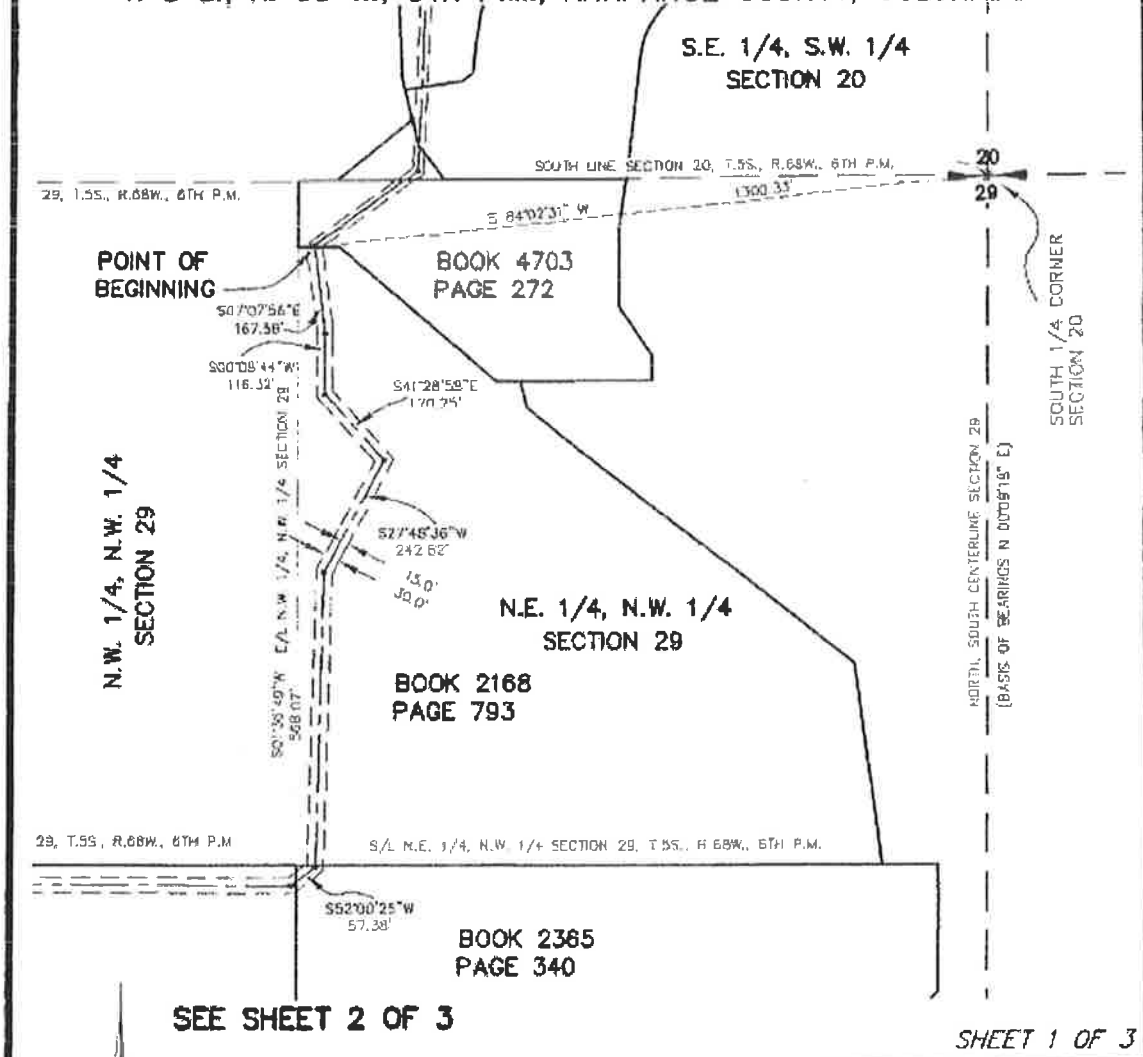
PARCEL 2 – SANITARY SEWER EASEMENT


PARCEL 3 – SANITARY SEWER EASEMENT

PARCEL 4 – SANITARY SEWER EASEMENT

PARCEL 1 SANITARY SEWER EASEMENT

N.W. 1/4 SECTION 29 & THE S.E. 1/4, N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON 23-26	
JOB NO.	001.104.09	DATE
		JAN. 2006

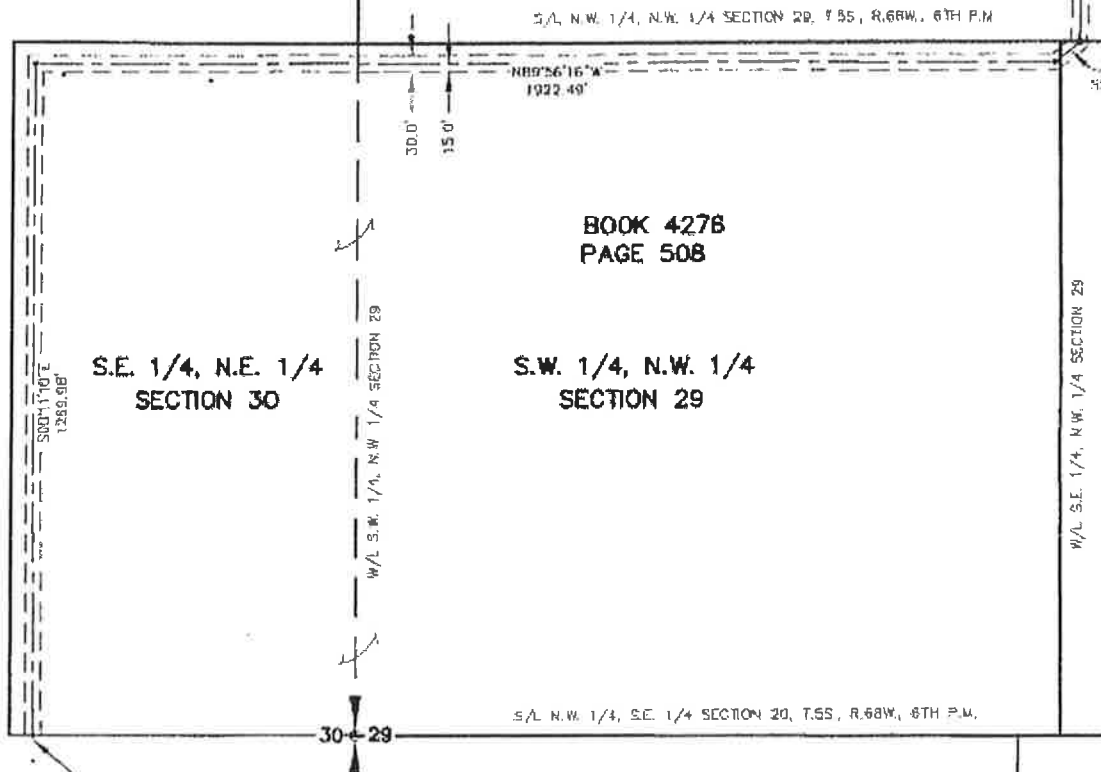
FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 1 SANITARY SEWER EASEMENT

N.W. 1/4 SECTION 29 & THE S.E. 1/4, N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

SEE SHEET 1 OF 3



BOOK 427B
PAGE 508

S.E. 1/4, N.E. 1/4
SECTION 30

S.W. 1/4, N.W. 1/4
SECTION 29

POINT OF TERMINUS

SHEET 2 OF 3

300 0 300
SCALE 1"=300' FEET

ROXBOROUGH PARK METROPOLITAN DISTRICT

TST

TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON 23-28

JOB NO.
001.104.09

DATE
JAN. 2006

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 1 SANITARY SEWER EASEMENT

N.W. 1/4 SECTION 29 & THE S.E. 1/4, N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 30.00 FEET WIDE AND 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 2168, PAGE 793, BOOK 2365, PAGE 340 AND BOOK 4276, PAGE 508, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29 AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 29 SHALL BE ASSUMED TO BEAR N. 00°08' 18" E.,


BEGINNING AT A POINT ON THE MOST WESTERLY NORTH LINE OF SAID BOOK 2168, PAGE 793, THAT BEARS S. 84°02' 31" W., 1300.33 FEET FROM THE NORTH ONE-QUARTER CORNER OF SAID SECTION 29; THENCE S. 07°07'56" E., 167.58 FEET; THENCE S. 00°08' 44" W., 116.32 FEET; THENCE S. 41°28' 58" E., 170.25 FEET; THENCE S. 27°48' 38" W., 242.62 FEET; THENCE S. 01°36' 49" W., 568.07 FEET; THENCE S. 52°00' 25" W., 57.38 FEET; THENCE N. 89°56' 16" W., 1922.49 FEET; THENCE S. 00°11' 10" E., 1260.98 FEET TO A POINT IN THE SOUTH LINE OF SAID BOOK 4276, PAGE 508, SAID COUNTY, DEED RECORDS AND THE TERMINUS OF SAID CENTERLINE.



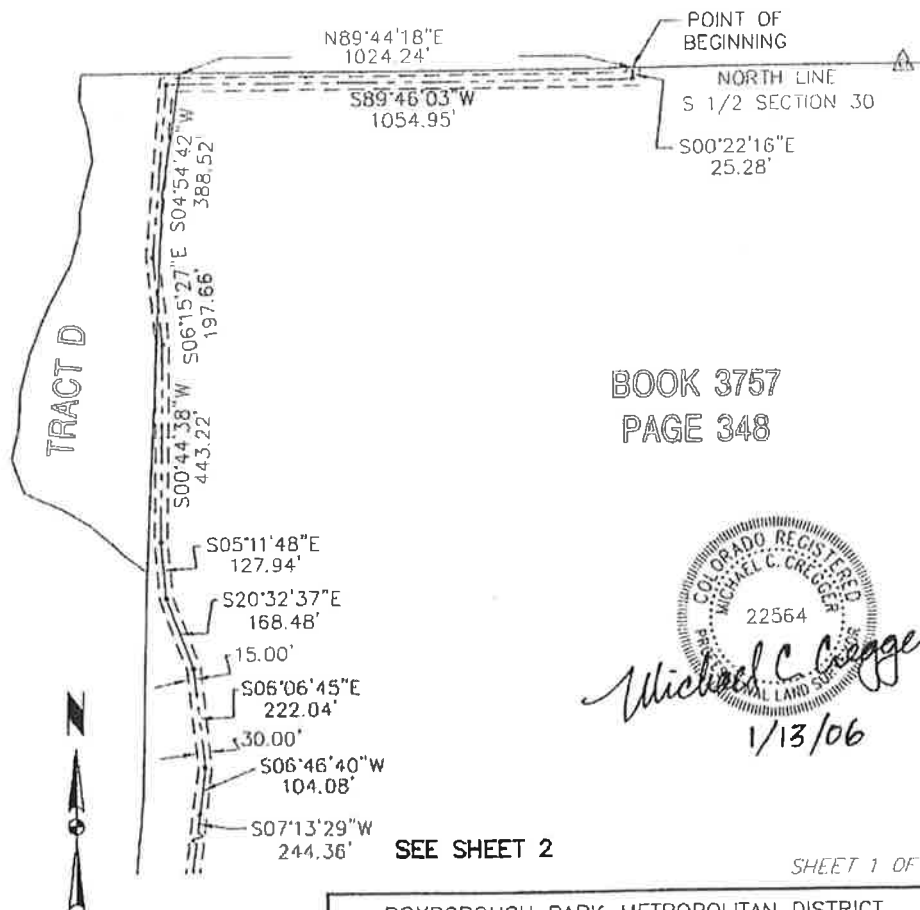
2/07/06

RICHARD P. PALMER DATE
COLORADO REGISTRATION NO. 25375

SHEET 3 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT
	CITY OF LITTLETON 23-26
	JOB NO. 001.104.09 DATE JAN. 2006

PARCEL 2
SANITARY SEWER EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO



BOOK 3757
 PAGE 348

Michael C. Greger
 1/13/06

SEE SHEET 2

SHEET 1 OF 4

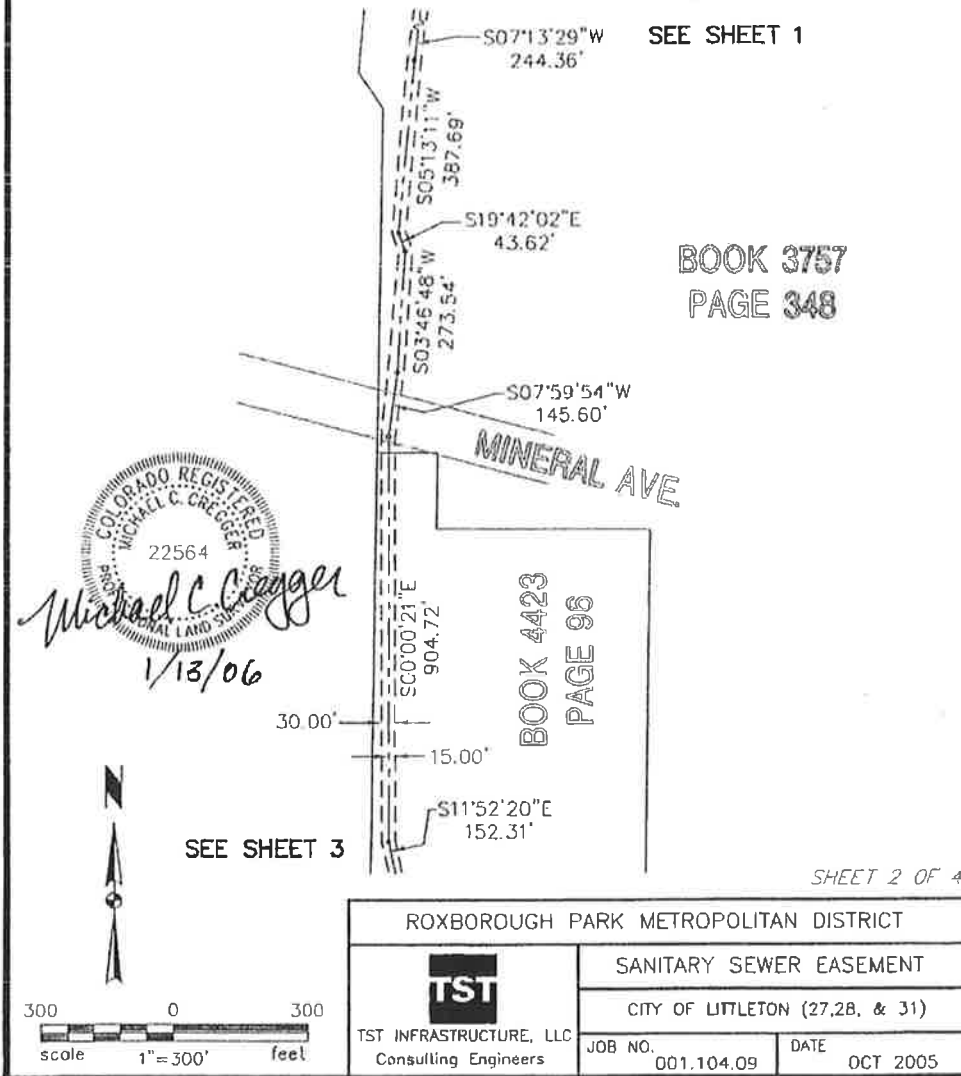


ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (27,28, & 31)	
JOB NO.	001.104.09	DATE
		OCT 2005

FILE NAME: 27-28-31-ESMT-ROT-MCC

PROJ. NO. 102-005

PARCEL 2
SANITARY SEWER EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO

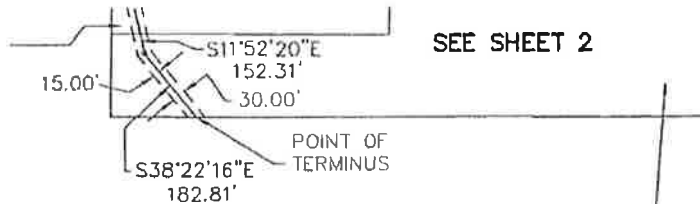


FILE NAME: 27-28-31-ESMT-ROT-MCC

PROJ NO. 102-005

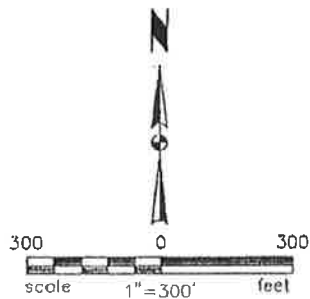
PARCEL 2
SANITARY SEWER EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO

BOOK 4423
 PAGE 96



SEE SHEET 2

BOOK 3757
 PAGE 348



COLORADO REGISTERED
 MICHAEL C. GREGGER
 22564
Michael C. Gregger
 1/13/06

SHEET 3 OF 4

ROXBOROUGH PARK METROPOLITAN DISTRICT

TST
 TST INFRASTRUCTURE, LLC
 Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON (27,28, & 31)

JOB NO.
 001.104.09

DATE
 OCT 2005

FILE NAME: 27-28-31-ESMT-ROT-MCC

PROJ. NO. 102-005

PARCEL 2
SANITARY SEWER EASEMENT
S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 30.00 FOOT WIDE STRIP OF LAND IN TRACT D OF THE POLO RESERVE - POLO RIDGE FARMS FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AND IN THE PARCELS DESCRIBED IN THE DEEDS RECORDED IN BOOK 3757 AT PAGE 348 AND IN BOOK 4423 AT PAGE 96, LOCATED IN THE SOUTH HALF OF SECTION 30 AND IN THE NORTH HALF OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348, AND CONSIDERING THE NORTH LINE OF SAID PARCEL TO BEAR NORTH 89°44'18"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, NORTH 89°44'18"EAST, 1024.24 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID NORTH LINE, ALONG SAID CENTERLINE, THE FOLLOWING COURSES: SOUTH 00°22'16"EAST, 25.28 FEET; THENCE SOUTH 89°46'03"WEST, 1054.95 FEET; THENCE SOUTH 04°54'42"WEST, 388.52 FEET; THENCE SOUTH 06°15'27"EAST, 197.66 FEET; THENCE SOUTH 00°44'38"WEST, 443.22 FEET; THENCE SOUTH 05°11'48"EAST, 127.94 FEET; THENCE SOUTH 20°32'37"EAST, 168.48 FEET; THENCE SOUTH 06°06'45"EAST, 222.04 FEET; THENCE SOUTH 06°46'40"WEST, 104.08 FEET; THENCE SOUTH 07°13'29"WEST, 244.36 FEET; THENCE SOUTH 05°13'11"WEST, 387.69 FEET; THENCE SOUTH 19°42'02"EAST, 43.62 FEET; THENCE SOUTH 03°46'48"WEST, 273.54 FEET; THENCE SOUTH 07°59'54"WEST, 145.60 FEET; THENCE SOUTH 00°00'21"EAST, 904.72 FEET; THENCE SOUTH 11°52'20"EAST, 152.31 FEET; THENCE SOUTH 38°22'16"EAST, 182.81 FEET TO THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348, AND THE POINT OF TERMINUS OF SAID CENTERLINE, WITH THE SIDE LINES OF SAID STRIP OF LAND CONSIDERED TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH AND SOUTH LINES OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 3.53 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE 2/8/06


Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 4 OF 4

TYPOS CORRECTED 2-8-06

FILE NAME: 27-28-31-ESMT-ROT-MCC

ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT
	CITY OF LITTLETON (27,28, & 31)
JOB NO. 001.104.09	DATE OCT 2005

PROJ. NO. 102-005

PARCEL 3

SANITARY SEWER EASEMENT

SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

SEE SHEET 2

EXHIBIT A
BOOK 3325
PAGE 353

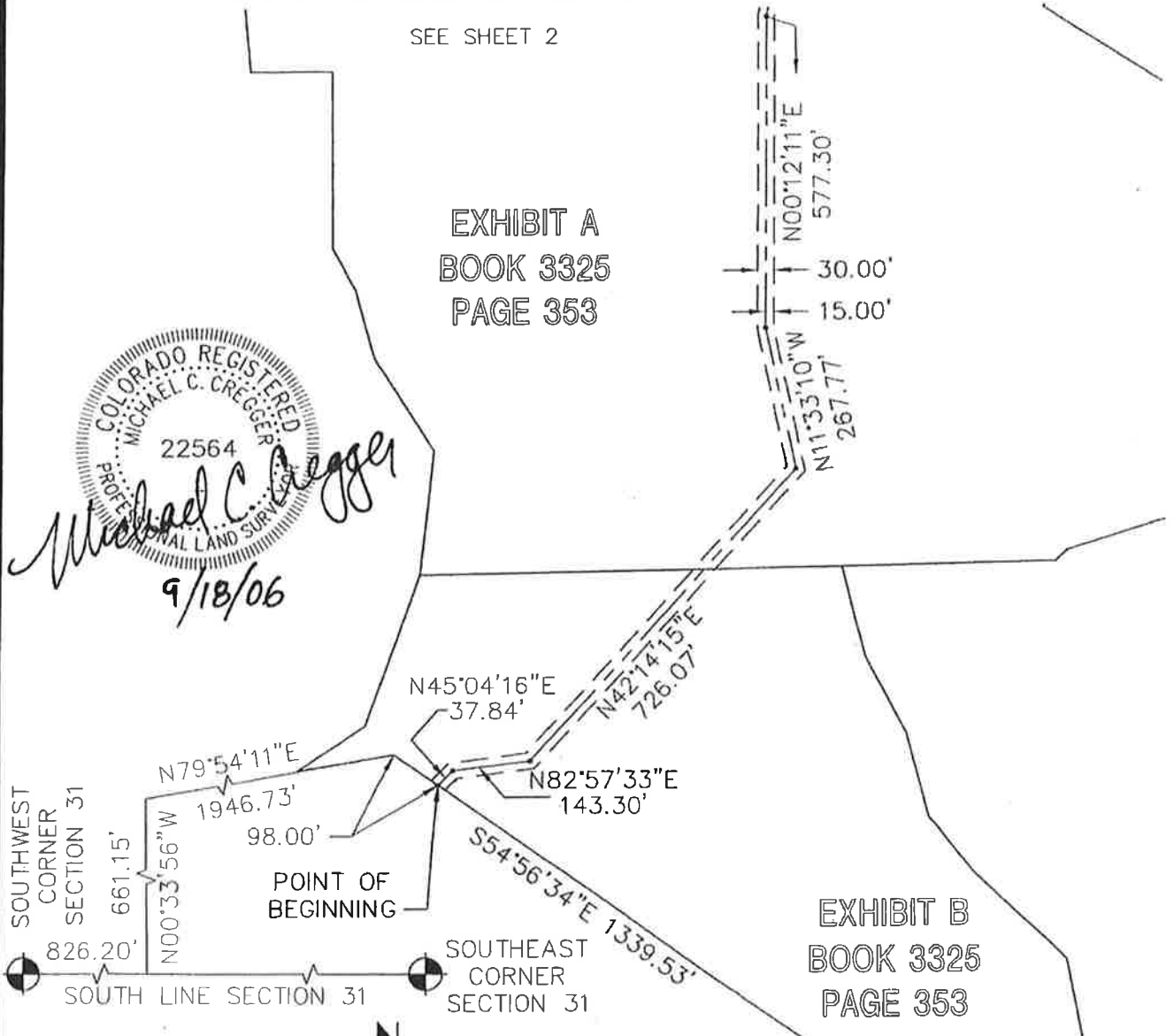
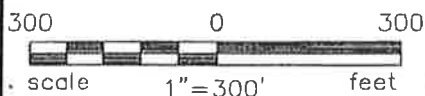



EXHIBIT B
BOOK 3325
PAGE 353

SHEET 1 OF 3



ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT
	CITY OF LITTLETON (32 & 33)
JOB NO. 001.104.09	DATE REV. SEP 2006

PARCEL 3
SANITARY SEWER EASEMENT
 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO

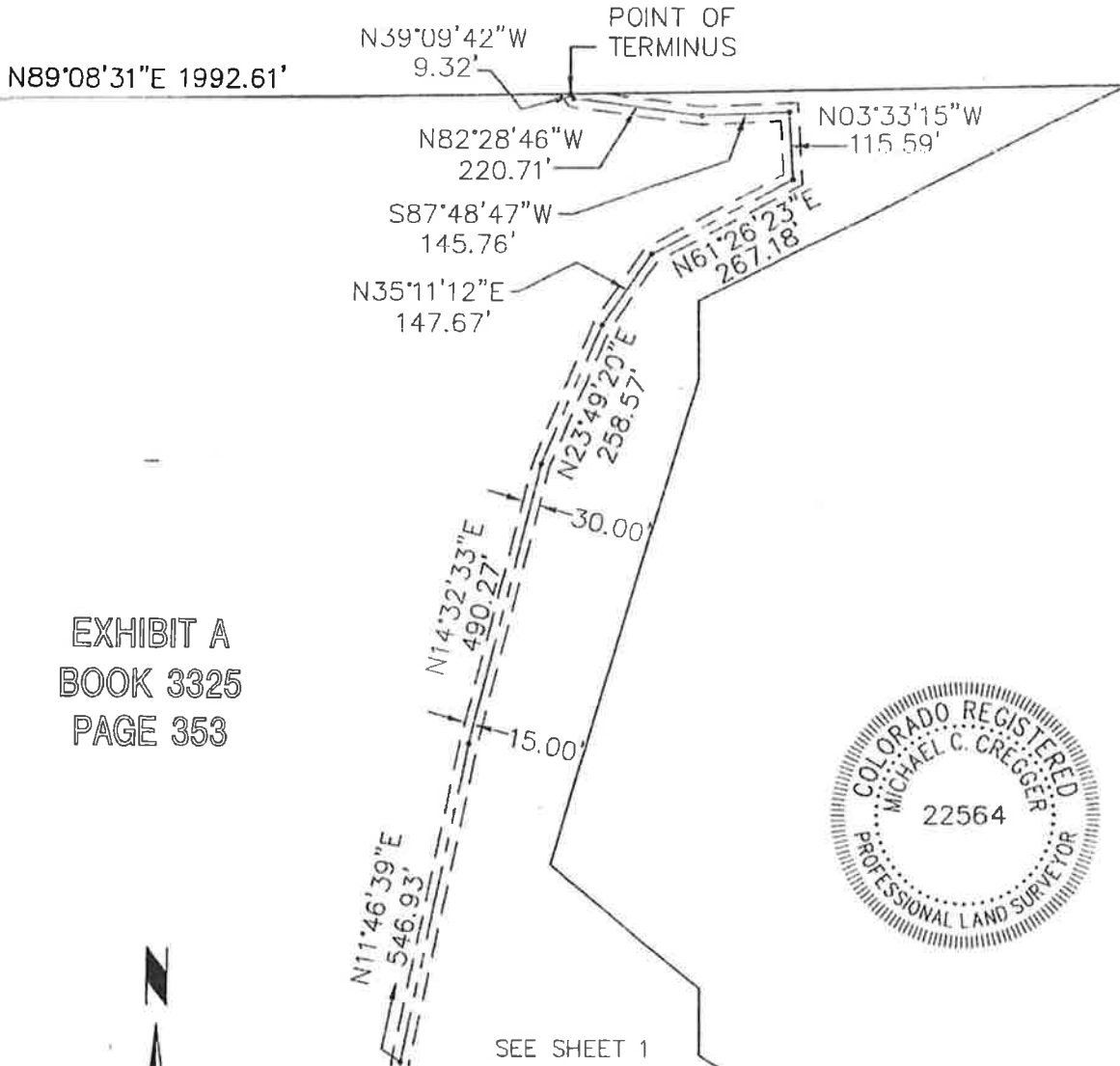
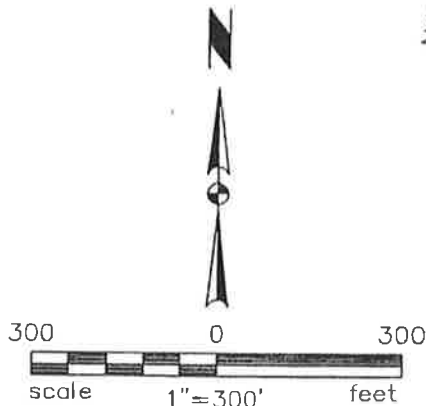



EXHIBIT A
 BOOK 3325
 PAGE 353



SEE SHEET 1

SHEET 2 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (32 & 33)	
	JOB NO. 001.104.09	DATE REV. SEP 2006

PARCEL 3
SANITARY SEWER EASEMENT
SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION – SANITARY SEWER EASEMENT

A 30.00' WIDE STRIP OF LAND IN THE PARCELS DESCRIBED IN EXHIBIT A AND EXHIBIT B IN THE WARRANTY DEED RECORDED IN BOOK 3325 AT PAGE 353 LOCATED IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, 826.20 FEET; THENCE NORTH 00°33'56" WEST, 661.15 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 79°54'11" EAST, 1946.73 FEET TO THE SOUTHWESTERLY LIMITS OF THE PARCEL DESCRIBED IN SAID EXHIBIT B; THENCE ALONG SAID SOUTHWESTERLY LIMITS, SOUTH 54°56'34" EAST, 98.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID SOUTHWESTERLY LIMITS, NORTH 45°04'16" EAST, 37.84 FEET; THENCE NORTH 82°57'33" EAST, 143.30 FEET; THENCE NORTH 42°14'15" EAST, 726.07 FEET; THENCE NORTH 11°33'10" WEST, 267.77 FEET; THENCE NORTH 00°12'11" EAST, 577.30 FEET; THENCE NORTH 11°46'39" EAST, 546.93 FEET; THENCE NORTH 14°32'33" EAST, 490.27 FEET; THENCE NORTH 23°49'20" EAST, 258.57 FEET; THENCE NORTH 35°11'12" EAST, 147.67 FEET; THENCE NORTH 61°26'23" EAST, 267.18 FEET; THENCE NORTH 03°33'15" WEST, 115.59 FEET; THENCE SOUTH 87°48'47" WEST, 145.76 FEET; THENCE NORTH 82°28'46" WEST, 220.71 FEET; THENCE NORTH 39°09'42" WEST, 9.32 FEET TO THE NORTH LINE OF THE PARCEL DESCRIBED IN SAID EXHIBIT A AND THE POINT OF TERMINUS OF SAID CENTERLINE, WITH THE SIDE LINES OF SAID STRIP OF LAND CONSIDERED TO BE SHORTENED OR LENGTHENED SO AS TO INTERSECT THE SOUTHWESTERLY LIMITS OF SAID EXHIBIT B AND THE NORTH LINE OF SAID EXHIBIT A. THE ABOVE DESCRIBED PARCEL CONTAINS 118,499 SQUARE FEET (2.72 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

9/18/06
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

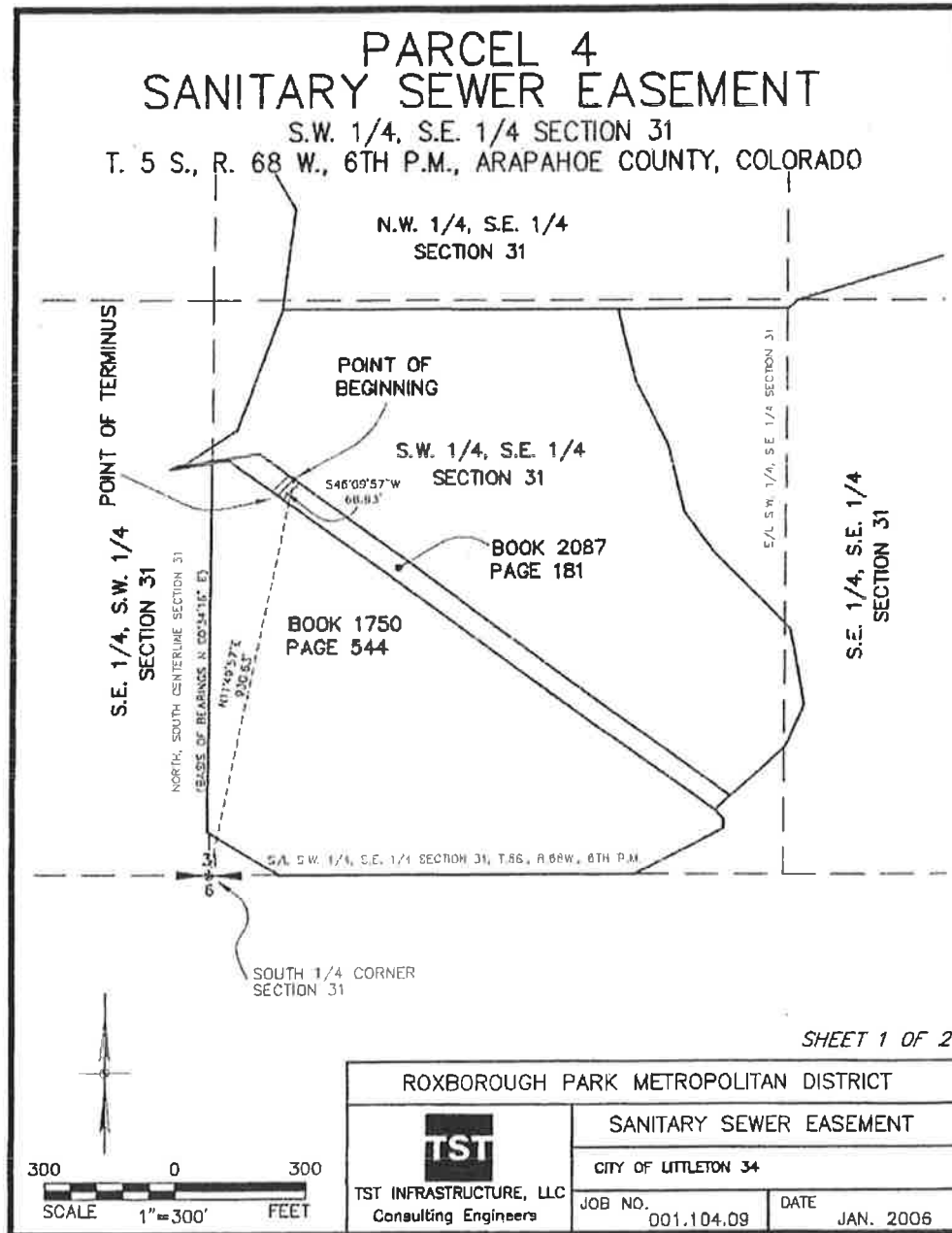


SHEET 3 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (32 & 33)	
JOB NO. 001.104.09	DATE REV. SEP 2006	

PARCEL 4 SANITARY SEWER EASEMENT

S.W. 1/4, S.E. 1/4 SECTION 31
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT

SANITARY SEWER EASEMENT

CITY OF LITTLETON 34

TST
TST INFRASTRUCTURE, LLC
Consulting Engineers

JOB NO.
001.104.09

DATE
JAN. 2006

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 4
SANITARY SEWER EASEMENT

S.W. 1/4, S.E. 1/4 SECTION 31
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 30.00 FEET WIDE AND 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 2087, PAGE 181, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 31 SHALL BE ASSUMED TO BEAR N. 00°34' 16" E.,

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 2087, PAGE 181, THAT BEARS N. 11°49' 57" E., 930.63 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 31; THENCE S. 46°08' 57" W., 68.93 FEET TO THE TERMINUS OF SAID CENTERLINE.



RICHARD P. PALMER
COLORADO REGISTRATION NO. 25375

2/07/06

DATE

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON 34

JOB NO.
001.104.09

DATE
JAN. 2006

FILE NAME: PWSL_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

EXHIBIT B

PARCEL T1-Temporary Construction Easement

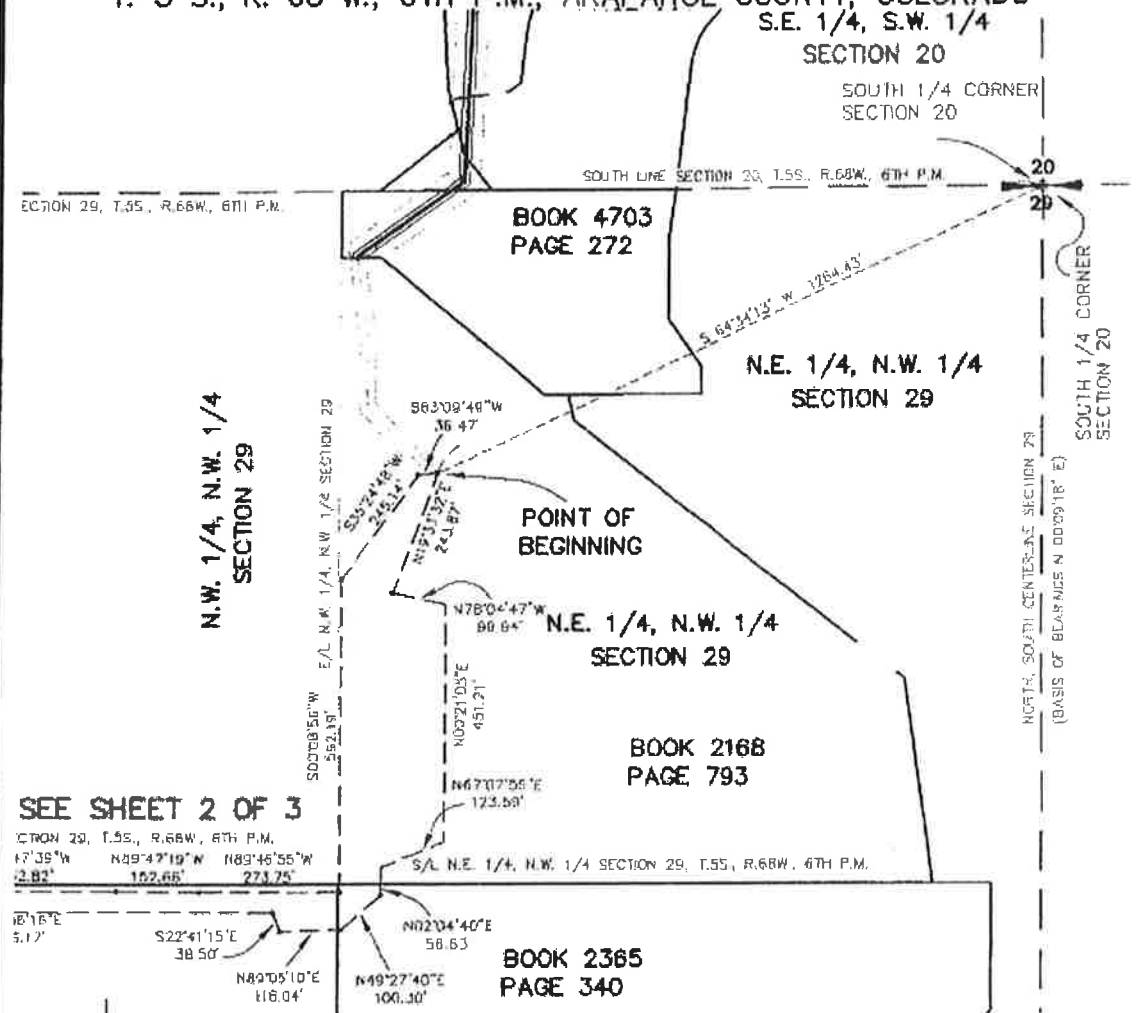
PARCEL T2-Temporary Construction Easement

PARCEL T3-Temporary Construction Easement

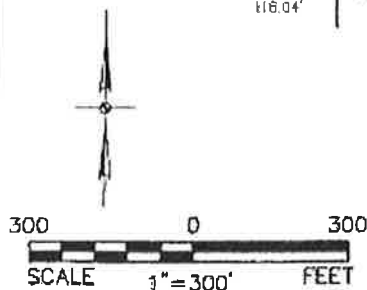
PARCEL T4-Temporary Construction Easement


PARCEL T1 TEMPORARY CONSTRUCTION EASEMENT

N.W. 1/4 OF SECTION 29 & THE S.E., N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 3



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON 23-28	
JOB NO.	001.104.09	DATE
		REV FEB. 2006

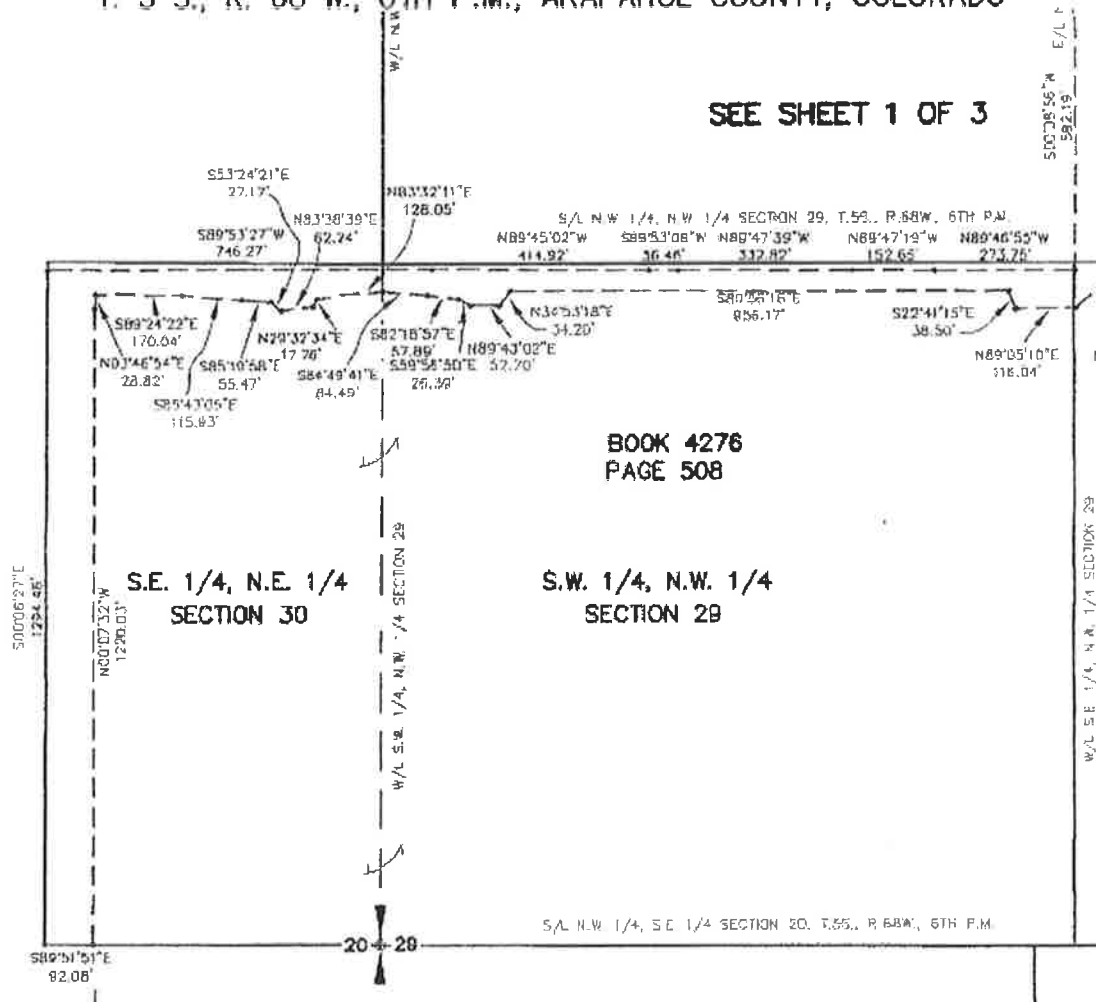
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PROJ. NO. 2004-132

PARCEL T1 TEMPORARY CONSTRUCTION EASEMENT

N.W. 1/4 OF SECTION 29 & THE S.E., N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

SEE SHEET 1 OF 3



SHEET 2 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT

TST

TST INFRASTRUCTURE, LLC
Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

CITY OF LITTLETON 23-26

JOB NO.
001.104.09

DATE
REV FEB. 2006

300 0 300
SCALE 1"=300' FEET

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL T1

TEMPORARY CONSTRUCTION EASEMENT

N.W. 1/4 SECTION 29 & THE S.E. 1/4, N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 2168, PAGE 793, BOOK 2365, PAGE 340 AND 4276, PAGE 508, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29 AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 29 SHALL BE ASSUMED TO BEAR N. 00°09' 18" E.,

BEGINNING AT A POINT THAT BEARS S. 64°34' 13" W., 1264.43 FEET FROM THE NORTH ONE-QUARTER CORNER OF SAID SECTION 29; THENCE S. 35°24' 48" W., 245.14 FEET; THENCE S. 00°08' 56" W., 592.19 FEET; THENCE N. 89°46' 55" W., 273.75 FEET; THENCE N. 89°47' 19" W., 152.66 FEET; THENCE N. 89°47' 39" W., 332.82 FEET; THENCE S. 89°53' 08" W., 56.48 FEET; THENCE N. 89°45' 02" W., 414.92; THENCE S. 89°53' 27" W., 748.27 FEET TO A POINT IN THE WEST LINE OF SAID BOOK 4276, PAGE 508, SAID COUNTY, DEED RECORDS; THENCE S. 00°06' 27" E., ALONG SAID WEST LINE THEREOF, 1294.46 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S. 89°51' 51" E., ALONG THE SOUTH LINE THEREOF, 92.08 FEET; THENCE N. 00°07' 32" W., 1220.03 FEET; THENCE N. 03°46' 54" E., 28.82 FEET; THENCE S. 89°24' 22" E., 170.04 FEET; THENCE S. 85°43' 05" E., 115.93 FEET; THENCE S. 85°19' 58" E., 55.47 FEET; THENCE S. 53°24' 21" E., 27.17 FEET; THENCE N. 83°38' 39" E., 62.24 FEET; THENCE N. 28°32' 34" E., 17.78 FEET; THENCE N. 83°32' 11" E., 128.05 FEET; THENCE S. 84°48' 41" E., 84.49 FEET; THENCE S. 82°18' 57" E., 57.89 FEET; THENCE S. 59°56' 50" E., 26.39 FEET; THENCE N. 89°43' 02" E., 52.70 FEET; THENCE N. 34°53' 18" E., 34.20 FEET; THENCE S. 89°56' 16" E., 956.17 FEET; THENCE S. 22°41' 15" E., 38.50 FEET; THENCE N. 89°05' 10" E., 116.04 FEET; THENCE N. 49°27' 40" E., 100.30 FEET; THENCE N. 02°04' 40" E., 56.63 FEET; THENCE N. 67°07' 56" E., 123.59 FEET; THENCE N. 00°21' 05" E., 451.21 FEET; THENCE N. 78°04' 47" E., 99.94 FEET; THENCE N. 19°33' 32" E., 243.87 FEET TO THE POINT OF BEGINNING.



RICHARD P. PALMER
COLORADO REGISTRATION NO. 25375

4/07/06

DATE

SHEET 3 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

CITY OF LITTLETON 23-26

JOB NO.

001.104.09

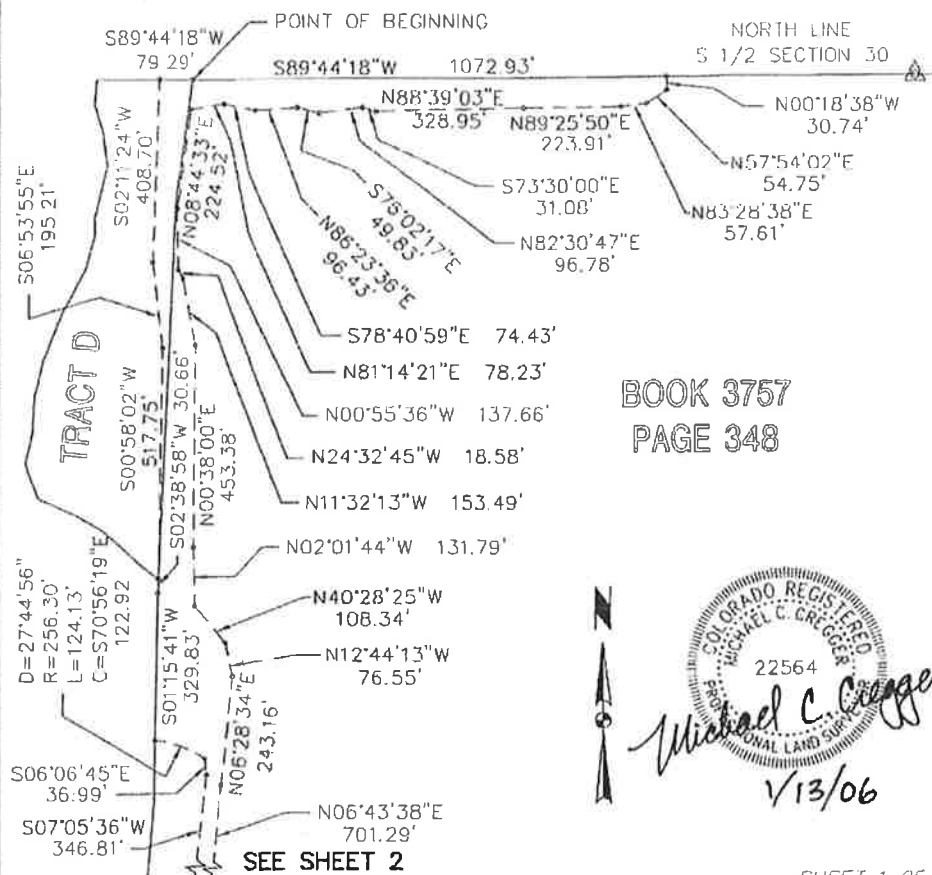
DATE

REV FEB. 2006

FILE NAME: PWS_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO



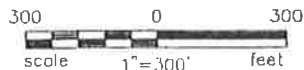
BOOK 3757
 PAGE 348



COLORADO REGISTERED
 MICHAEL C. CREAGER
 22564
Michael C. Creager
 1/13/06
 PROFESSIONAL LAND SURVEYOR

SEE SHEET 2

SHEET 1 OF 5



ROXBOROUGH PARK METROPOLITAN DISTRICT

TST
 TST INFRASTRUCTURE, LLC
 Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

CITY OF LITTLETON (27,28, & 31)

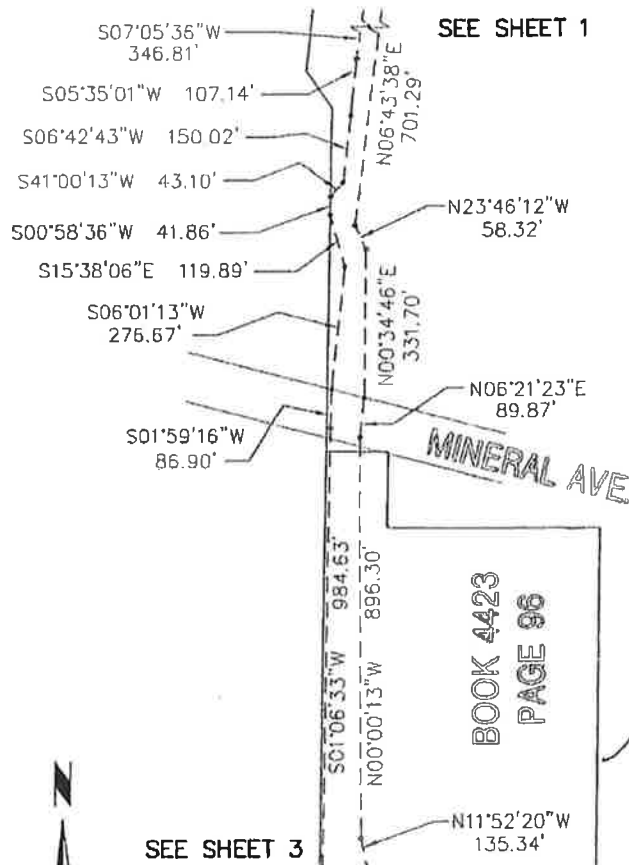
JOB NO. 001.104.09

DATE OCT 2005

FILE NAME: 27-28-31-ESMT-R01-MCC

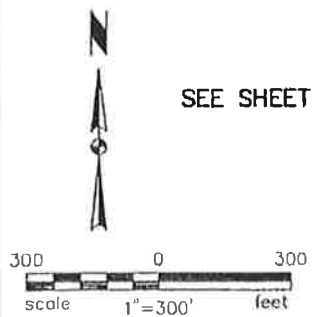
PROJ. NO. 102-005


PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO



COLORADO REGISTERED
 MICHAEL C. CREGGER
 22564
 1/13/06

SHEET 2 OF 5



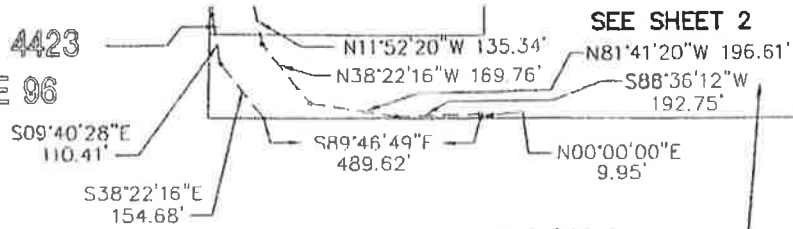
ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT
	CITY OF LITTLETON (27,28, & 31)
JOB NO. 001.104.09	DATE OCT 2005

FILE NAME: 27-28-31-ESMT-ROT-MCC

PROJ. NO. 102-005

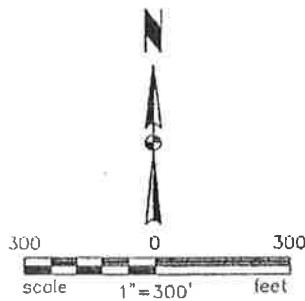
PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO

BOOK 4423
 PAGE 96



SEE SHEET 2

BOOK 3757
 PAGE 348



Michael C. Cragger
 1/13/06

SHEET 3 OF 5

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON (27,28, & 31)	
JOB NO.	001.104.09	DATE OCT 2005

FILE NAME: 27-28-31-ESMT-ROT-MCC

PROJ NO. 102-005

PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT


A STRIP OF LAND IN TRACT D OF THE POLO RESERVE - POLO RIDGE FARMS FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AND IN THE PARCELS DESCRIBED IN THE DEEDS RECORDED IN BOOK 3757 AT PAGE 348 AND IN BOOK 1423 AT PAGE 96, LOCATED IN THE SOUTH HALF OF SECTION 30 AND IN THE NORTH HALF OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348, AND CONSIDERING THE NORTH LINE OF SAID PARCEL TO BEAR NORTH 89°44'18"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF SAID TRACT D, SOUTH 89°44'18"WEST, 79.29 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 02°11'24"WEST, 408.70 FEET; THENCE SOUTH 06°53'55"EAST, 195.21 FEET; THENCE SOUTH 00°58'02"WEST, 517.75 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D, AND THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO COURSES: SOUTH 02°38'58"WEST, 30.66 FEET; THENCE SOUTH 01°15'41"WEST, 329.83 FEET; THENCE DEPARTING SAID WEST LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 27°44'56", A RADIUS OF 256.30 FEET, AN ARC OF 124.13 FEET, AND A CHORD WHICH BEARS SOUTH 70°56'19"WEST, 122.92 FEET; THENCE SOUTH 06°06'45"EAST, 36.99 FEET; THENCE SOUTH 07°05'36"WEST, 346.81 FEET; THENCE SOUTH 05°35'01"WEST, 107.14 FEET; THENCE SOUTH 06°42'43"WEST, 150.02 FEET; THENCE SOUTH 41°00'13"WEST, 43.10 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348; THENCE ALONG SAID WEST LINE, SOUTH 00°58'36"WEST, 41.86 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 15°38'06"EAST, 119.89 FEET; THENCE SOUTH 06°01'13"WEST, 276.67 FEET; THENCE SOUTH 01°59'16"WEST, 86.90 FEET; THENCE SOUTH 01°06'33"WEST, 984.63 FEET; THENCE SOUTH 09°40'28"EAST, 110.41 FEET; THENCE SOUTH 38°22'16"EAST, 154.68 FEET TO THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348; THENCE ALONG SAID SOUTH LINE, SOUTH 89°46'49"EAST, 489.62 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'00"EAST, 9.95 FEET; THENCE SOUTH 88°36'12"WEST, 192.75 FEET; THENCE NORTH 81°41'20"WEST, 196.61 FEET; THENCE NORTH 38°22'16"WEST, 169.76 FEET; THENCE NORTH 11°52'20"WEST, 135.34 FEET; THENCE NORTH 00°00'13"WEST, 896.30 FEET; THENCE NORTH 06°21'23"EAST, 89.87 FEET; THENCE 00°34'46"EAST, 331.70 FEET; THENCE NORTH 23°46'12"WEST, 58.32 FEET; THENCE NORTH 06°43'38"EAST, 701.29 FEET; THENCE NORTH 06°28'34"EAST, 243.16 FEET; THENCE NORTH 12°44'13"WEST, 76.55 FEET; THENCE NORTH 40°28'25"WEST, 108.34 FEET; THENCE NORTH 02°01'44"WEST, 131.79 FEET;

SHEET 4 OF 5

TYPOS CORRECTED 2-8-06

FILE NAME: 27-28-31-ESMT-ROT-MCC

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON (27,28, & 31)	
	JOB NO. 001.104.09	DATE OCT 2005

PROJ. NO. 102-005

PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

THENCE NORTH 00°38'00"EAST, 435.38 FEET; THENCE NORTH 11°32'13"WEST, 153.49 FEET;
THENCE NORTH 24°32'45"WEST, 18.58 FEET; THENCE NORTH 00°55'36"WEST, 137.66 FEET;
THENCE NORTH 08°44'33"EAST, 224.52 FEET; THENCE NORTH 81°14'21"EAST, 78.23 FEET;
THENCE SOUTH 78°40'59"EAST, 74.43 FEET; THENCE NORTH 86°23'36"EAST, 96.43 FEET;
THENCE SOUTH 76°02'17"EAST, 49.83 FEET; THENCE NORTH 82°30'47"EAST, 96.78 FEET;
THENCE SOUTH 73°30'00"EAST, 31.08 FEET; THENCE NORTH 88°39'03"EAST, 328.95 FEET;
THENCE NORTH 89°25'50"EAST, 223.91 FEET; THENCE NORTH 83°28'38"EAST, 57.81 FEET;
THENCE NORTH 57°54'02"EAST, 54.75 FEET; THENCE NORTH 00°18'38"WEST, 30.74 FEET TO
SAID NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348; THENCE ALONG
SAID NORTH LINE, SOUTH 89°44'18"WEST, 1072.93 FEET TO THE POINT OF BEGINNING OF
THIS DESCRIPTION, CONTAINING 8.55 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION
WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE 2/8/06


Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 5 OF 5

TYPOS CORRECTED 2-8-06

FILE NAME: 27-28-31-ESMT-R01-MCC

ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT
	CITY OF LITTLETON (27.28, & 31)
JOB NO. 001.104.09	DATE OCT 2005

PROJ. NO. 102-005

SEE SHEET 2

N00°12'11"E
587.52'

S00°12'11"W
567.09'

N11°33'10"W
247.56'

- S11°33'10"E
287.99'

N42°14'15"E
685.53'

N45°04'16"E
63.83'

N83°51'53"E
139.36'

-S82°05'59"W
147.27'

S45°04'16"W
11.85'

345.0410 W
11.85'
S54°56'34"E 1339.53'

SHEET 1 OF 4



TST INFRASTRUCTURE, LLC
Consulting Engineers

CITY OF LITTLETON (32 & 33)

JOB NO. 001.104.09

DATE
REV. SEP 2006

FILE NAME: 32-33-ESMT-ROT-MCC

PROJ. NO. 102-005

PARCEL T3
TEMPORARY CONSTRUCTION EASEMENT
 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO

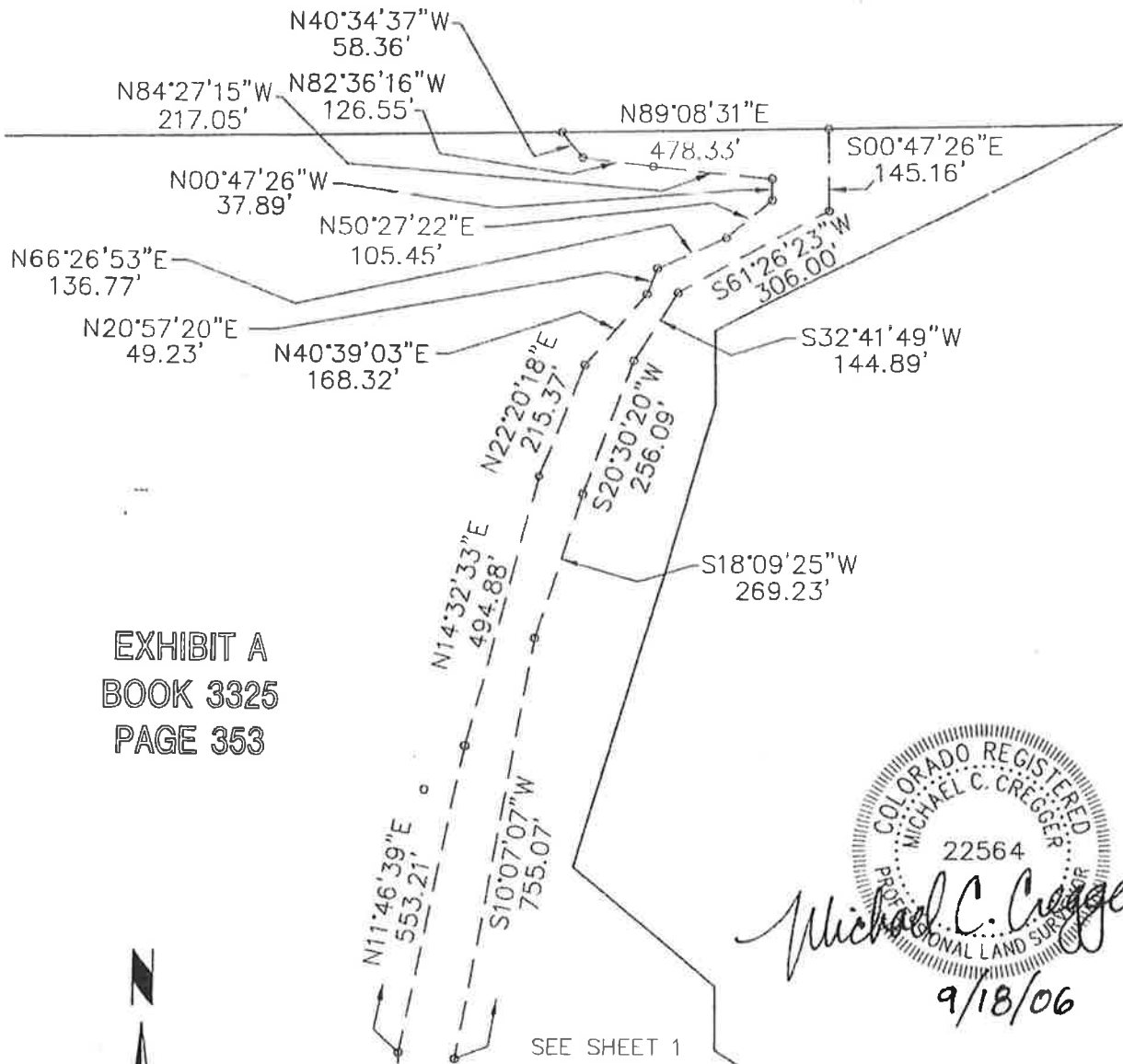


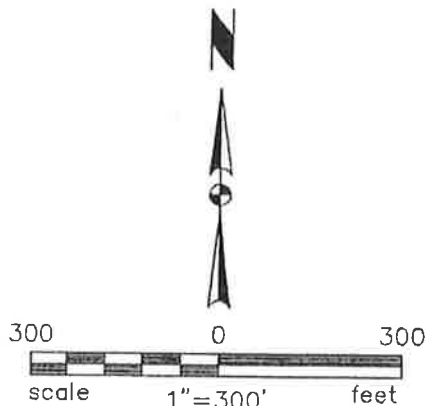
EXHIBIT A
 BOOK 3325
 PAGE 353




Michael C. Cregger
 9/18/06

SEE SHEET 1

SHEET 2 OF 4



ROXBOROUGH PARK METROPOLITAN DISTRICT			
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT		
	CITY OF LITTLETON (32 & 33)		
	JOB NO. 001.104.09	DATE REV. SEP 2006	


PARCEL T3
TEMPORARY CONSTRUCTION EASEMENT
SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION -- TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND IN THE PARCELS DESCRIBED IN EXHIBIT A AND EXHIBIT B IN THE WARRANTY DEED, RECORDED IN BOOK 3325 AT PAGE 353 LOCATED IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, 826.20 FEET; THENCE NORTH 00°33'56"WEST, 661.15 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 79°54'11"EAST, 1946.73 FEET TO THE SOUTHWESTERLY LIMITS OF THE PARCEL DESCRIBED IN SAID EXHIBIT B; THENCE ALONG SAID SOUTHWESTERLY LIMITS, SOUTH 54°56'34"EAST, 47.24 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTHWESTERLY LINE, NORTH 45°04'16"EAST, 63.83 FEET; THENCE NORTH 83°51'53"EAST, 139.36 FEET; THENCE NORTH 42°14'15"EAST, 685.53 FEET; THENCE NORTH 11°33'10"WEST, 247.56 FEET; THENCE NORTH 00°12'11"EAST, 587.52 FEET; THENCE NORTH 11°46'39"EAST, 553.21 FEET; THENCE NORTH 14°32'33"EAST, 494.88 FEET; THENCE NORTH 22°20'18"EAST, 215.37 FEET; THENCE NORTH 40°39'03"EAST, 168.32 FEET; THENCE NORTH 20°57'20"EAST, 49.23 FEET; THENCE NORTH 66°26'53"EAST, 136.77 FEET; THENCE NORTH 50°27'22"EAST, 105.45 FEET; THENCE NORTH 00°47'26"WEST, 37.89 FEET; THENCE NORTH 84°27'15"WEST, 217.05 FEET; THENCE NORTH 82°36'16"WEST, 126.55 FEET; THENCE NORTH 40°34'37"WEST, 58.36 FEET TO THE NORTH LINE OF SAID PARCEL DESCRIBED IN EXHIBIT A; THENCE ALONG SAID NORTH LINE, NORTH 89°08'31"EAST, 478.33 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°47'26"EAST, 145.16 FEET; THENCE SOUTH 61°26'23"WEST, 306.00 FEET; THENCE SOUTH 32°41'49"WEST, 144.89 FEET; THENCE SOUTH 20°30'20"WEST, 256.09 FEET; THENCE 18°09'25"WEST, 269.23 FEET; THENCE SOUTH 10°07'07"WEST, 755.07 FEET; THENCE SOUTH 00°12'11"WEST, 567.09 FEET; THENCE SOUTH 11°33'10"EAST, 287.99

SHEET 3 OF 4

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON (32 & 33)	
	JOB NO. 001.104.09	DATE REV. SEP 2006

PARCEL T3
TEMPORARY CONSTRUCTION EASEMENT
SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

FEET; THENCE SOUTH 42°14'15"WEST, 766.60 FEET; THENCE SOUTH 82°05'59"WEST, 147.27 FEET; THENCE SOUTH 45°04'16"WEST, 11.85 FEET TO THE SOUTHWESTERLY LIMITS OF THE PARCEL DESCRIBED IN SAID EXHIBIT B; THENCE ALONG SAID SOUTHWESTERLY LIMITS, NORTH 54°56'34"WEST, 101.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 343,491 SQUARE FEET (7.89 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.


9/18/06
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR

COLORADO REGISTRATION NO. 22564



SHEET 4 OF 4

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON (32 & 33)	
	JOB NO. 001.104.09	DATE REV. SEP 2006

PARCEL T4 TEMPORARY CONSTRUCTION EASEMENT

S.W. 1/4, S.E. 1/4 SECTION 31
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 2087, PAGE 181, PAGE 544, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 29 SHALL BE ASSUMED TO BEAR N. 00°34' 16" E.,

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 2087, PAGE 181, SAID COUNTY, DEED RECORDS THAT BEARS N. 15°03' 58" E., 911.63 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 31; THENCE N. 53°50' 53" W., ALONG SAID NORTHEASTERLY LINE THEREOF, 101.56 FEET; THENCE S. 48°09' 57" W., 21.45 FEET; THENCE N. 69°33' 26" W., 38.79 FEET; THENCE S. 79°12' 27" W., 29.57 FEET TO A POINT; THENCE S. 54°08' 37" E., 153.54 FEET; THENCE N. 46°09' 57" E., 53.24 FEET TO THE POINT OF BEGINNING.




RICHARD P. PALMER
COLORADO REGISTRATION NO. 25375

DATE

1/30/06

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON 34	
	JOB NO. 001.104.09	DATE JAN. 2006

FILE NAME: PWSL_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132



PERMANENT SANITARY SEWER EASEMENT

1-14

KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF LITTLETON, a municipal corporation of the State of Colorado, Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, does, for itself and on behalf of its heirs, successors and assigns, hereby grants and conveys to the ROXBOROUGH WATER AND SANITATION DISTRICT (formerly the Roxborough Park Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado, the Grantee, its successors and assigns, a right of entry and permanent sanitary sewer easement on that property described in Exhibit "A", which is attached hereto and incorporated herein by this reference (hereinafter the "Easement Premises"), upon which to construct, reconstruct, operate, remove, repair and maintain sanitary sewer facilities across, on, under and through the Easement Premises, said Easement Premises lying and being in the City of Littleton, County of Arapahoe, State of Colorado. As part of the grant herein contained, the parties agree as follows:

1. Grantor further covenants to and with Grantee that the Grantee's officers, agents or employees may at any or all times when necessary or convenient to do so, go over and upon said Easement Premises, and do and perform any and all acts necessary and convenient to the carrying into effect of the purposes for which this grant is made.

2. Grantor hereby reserves the right to use and enjoy the Easement Premises for any purposes which are not inconsistent with, and do not interfere with, the easement and rights herein granted to Grantee, provided, however, that such reservation by Grantor shall not include the right to erect or cause to be erected any buildings, structures, trees, or other obstructions on the Easement Premises which would preclude, interfere with, injure or make more difficult the exercise by Grantee of the easement and rights granted to Grantee hereunder.

3. Grantee agrees to restore the Easement Premises, as reasonably as possible, to the condition it was in immediately prior to any construction or maintenance activities undertaken herein. Such restoration shall not include the replacement or repair of any structure or landscaping (such as but not limited to trees, signs, walls, etc.) Such restoration shall only include repaving, regrading or reseeding of the Easement Premises.

4. Grantee shall use reasonable means to prevent the discharge or leakage of sewage into or upon and damage to the Grantor's property resulting from the construction, modification, replacement or repair, use, operation and maintenance of the Grantee's sewer line. Any clean-up, repair or replacement of the Grantor's property, or installations on said property, shall be made by Grantee at its sole expense when the same is the result of the negligence of Grantee, its agents, officers, employees, contractors, arising from the construction, modification, operation, maintenance, repair, use or replacement of Grantee's sewer line. With regard to any discharge, leak or spill occurring as a result of the sole negligence of the Grantor or its agents, officers, employees or contractors, clean-up shall be at the sole expense of Grantor. Discharges or leaks of sewage or other damage which is not the result of the negligence of either party shall be allocated between the parties thereto in equal shares. With regard to any discharge, leak or spill occurring as a result of any cause, the parties shall cooperate with each other and use their best efforts to effect necessary clean-up and repair, and/or replacement, in a timely fashion; provided, however, that by performing or causing such clean-up, repair, replacement, neither of the parties shall be deemed to have waived any claim either of them may have against third parties for indemnification or reimbursement.

5. Any construction contemplated or performed under this Permanent Sanitary Sewer Easement shall comply with and conform to all Grantor's Engineering and Utilities Division construction standards in effect at the time construction commences and shall be performed and

completed in substantial conformance with the plans submitted to and approved by said Division. Grantee shall, if requested by Grantor, place and maintain permanent, visible markers, such as a bollard, of a type and at locations designated by Grantor to define the manhole locations of Grantee's sewer line installation or installations. Grantee shall provide Grantor with "as built" drawings of said construction and improvements. Except for temporary survey stakes during periods of construction, Grantee shall not place any survey monument, monument, manhole marker, marker or any other structure or improvement which projects above the surface of the ground without the advance written approval of the Grantor which approval shall not be unreasonably withheld.

6. If the construction of all or any part of Grantee's sewer line is to be performed by a contractor under contract with Grantee, the Grantee shall notify the Grantor and shall incorporate the applicable stipulations and conditions set forth in paragraphs 4, 5, 10, and 16 of this Permanent Sanitary Sewer Easement into the contract specifications and shall cause said contractor to obtain, prior to commencement of the work, an insurance policy or policies in an amount sufficient to cover the Grantor, its officers, agents and employees, from any losses or damages resulting from the work performed by the contractor. Grantee shall provide the Grantor with copies of said insurance policies and the Grantor shall be named as an additional insured thereon.

7. Before replacing, enlarging, relocating or adding to its sewer line, Grantee shall advise the Grantor of such proposed change and furnish plans and specifications of the proposed change to Grantor for review and approval.

8. In case Grantee shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the Grantee shall cease and terminate, and the Grantor shall hold said premises as the same may then be, free from the right so abandoned and shall own all material and structures of the Grantee so abandoned, but nothing herein shall be construed as working a

forfeiture, or abandonment of any interest derived hereunder and not owned by the Grantee at the time of the abandonment of Grantee's rights. Notwithstanding any such abandonment, Grantee's obligation to indemnify and save harmless the Grantor, its council members, officers, employees and agents, shall not terminate unless Grantee's sewer line or lines have been removed or plugged to the reasonable satisfaction of Grantor.

9. Grantee may remove the sewer line or lines installed hereunder only after providing Grantor with written notice of Grantee's intent to remove the sewer line or lines. In the event Grantee does remove its sewer line or lines, immediately following such removal Grantee shall restore the property as nearly as may reasonably be done, to the grade and condition it was in immediately prior to such removal.

10. Grantee shall comply with all applicable laws, ordinances, and all rules, regulations and requirements of any governmental authority promulgated there under controlling environmental standards and conditions of the Easement Premises and shall obtain all permits or approvals required for such work including Section 404 permits as necessary from the United States government.

11. This non-exclusive easement shall not be assigned or in any other manner transferred or conveyed, by operation of law or otherwise, without the prior written approval of the Grantor through action by the Littleton City Council, which approval shall not be unreasonably withheld, unless said assignment is operative as a matter of law, such as in a consolidation or dissolution.

12. The rights and privileges granted in this Permanent Sanitary Sewer Easement are subject to prior agreements, easements, licenses and conveyances, recorded or unrecorded; and it shall be the Grantee's sole responsibility to determine the existence of any such rights, uses or

installations conflicting with the Grantee's use of the Grantor's property hereunder and to resolve any conflict.

13. This Permanent Sanitary Sewer Easement shall extend to and be binding upon the successors and assigns of the respective parties hereto.

14. This Permanent Sanitary Sewer Easement constitutes the complete agreement of the parties hereto with respect to the subject matter hereof, and there are no oral understanding or agreements not contained in this Permanent Sanitary Sewer Easement.

15. Grantee agrees that all other public utilities, such as water, storm sewer, gas, electric and telephone utilities, may be installed within the Easement Premises as long as they do not interfere with the Grantee's rights herein granted. All public utilities crossing the easement herein granted must cross at approximately right angles and any and all of said utilities which parallel Grantee's sewer line shall not be permitted within fifteen (15) feet of each side of the centerline of Grantee's sewer line. The intent herein is to reserve for Grantee at least thirty (30) feet of the easement width.

16. To the extent permitted by law, Grantee shall indemnify, defend and save harmless the Grantor, its council members, employees and agents, against any and all claims or fees and court costs to which it or they may be subjected by reason of the negligent or intentional tortuous actions or tortuous failures to act of Grantee, its agents, officers or employees arising out of in connection with the construction, use, operation, modification, replacement, maintenance, repair or removal of Grantee's sewer line; provided that Grantee's total obligation to indemnify Grantor, including defense costs, shall not exceed the limits of liability as set forth in the Colorado Governmental Immunity Act, as the same now exists or as amended.

17. It is contemplated that the sanitary sewer facilities constructed by Grantee on the Easement Premises shall be conveyed to Grantor at some point in the future. At such time as the sanitary sewer facilities are conveyed to Grantor, this Permanent Sanitary Sewer Easement shall be extinguished and Grantee shall deliver to Grantor an instrument, in a form acceptable to Grantor, delivering all of Grantee's right, title, and interest in the Easement Premises to Grantor.

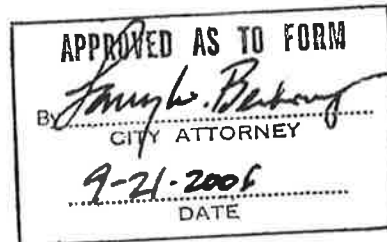
SIGNED this 26th day of September, 2006.

CITY OF LITTLETON

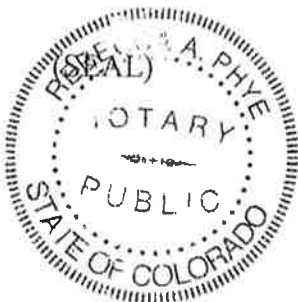
By: James A. Taylor
Its: City Council President

ATTEST: Jim Bower

COUNTY OF ARAPAHOE)
STATE OF COLORADO) ss.



The foregoing Easement Agreement was acknowledged before me this 26th day of September, 2006, by James A. Taylor as City Council President of the City of Littleton, a municipal corporation of the State of Colorado.



Rebecca A. Phye
Notary Public

My Commission Expires: July 7, 2007

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Linda S. Hall
Its: Vice President

ATTEST:

Evelyn Taylor

STATE OF COLORADO)

COUNTY OF Douglas) ss.
)

The foregoing Easement Agreement was acknowledged before me this 5th day of October, 2006, by Linda S. Dillon as Vice-President of Roxborough Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

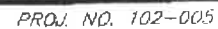


Victoria C. Naeem
Notary Public

My Commission Expires: _____

Exhibit A

Easement Premises



PARCEL 1
SANITARY SEWER EASEMENT
SE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 20.00 FOOT WIDE STRIP OF LAND ACROSS THE LANDS DESCRIBED IN THAT WARRANTY DEED RECORDED IN BOOK 2314 AT PAGE 627, WHICH IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17, AND CONSIDERING THE NORTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°49'04"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°49'04"WEST, 1266.43 FEET TO THE NORTHWEST CORNER OF PARCEL 4 OF THE LANDS DESCRIBED IN THE DEED RECORDED IN BOOK 4306 AT PAGE 762; THENCE ALONG THE WEST LINE OF SAID PARCEL 4, THE FOLLOWING TWO COURSES: (1) SOUTH 25°34'38"WEST, 17.74 FEET; (2) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 20°47'41", A RADIUS OF 546.20 FEET, AND AN ARC OF 198.23 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE, SOUTH 81°23'35"WEST, 79.09 FEET TO THE EAST LINE OF TRACT A OF CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, AND THE POINT OF TERMINUS OF THIS DESCRIPTION, WITH THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND CONSIDERED TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT SAID WEST LINE OF PARCEL 4 AND AT SAID EAST LINE OF TRACT A. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 1579 SQUARE FEET (0.04 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

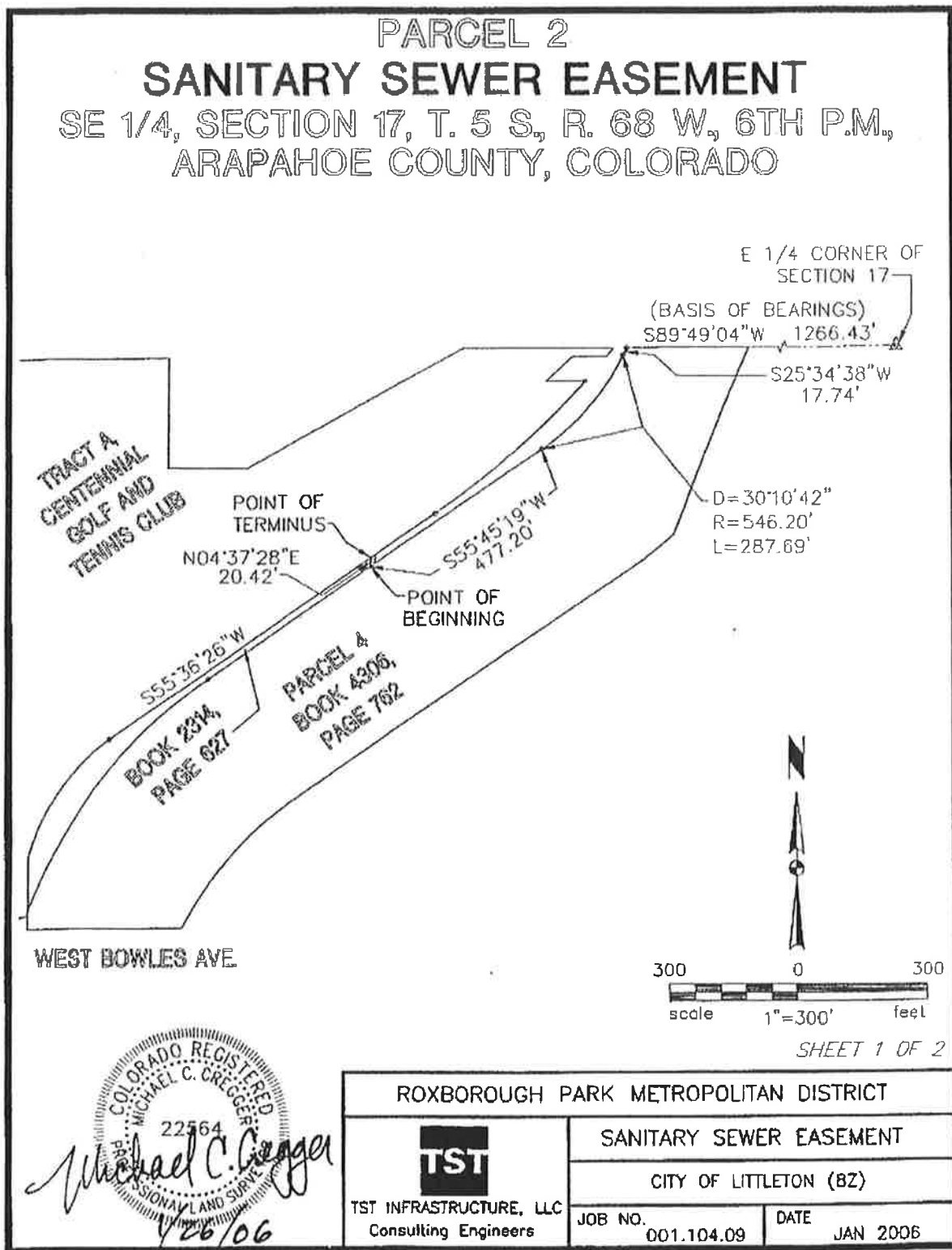
DATE 1/26/06

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (8Z)	
JOB NO. 001.104.09	DATE JAN 2006	



PARCEL 2
SANITARY SEWER EASEMENT
SE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 20.00 FOOT WIDE STRIP OF LAND ACROSS THE LANDS DESCRIBED IN THAT WARRANTY DEED RECORDED IN BOOK 2314 AT PAGE 627, WHICH IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17, AND CONSIDERING THE NORTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°49'04"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°49'04"WEST, 1266.43 FEET TO THE NORTHWEST CORNER OF PARCEL 4 OF THE LANDS DESCRIBED IN THE DEED RECORDED IN BOOK 4306 AT PAGE 782; THENCE ALONG THE WEST LINE OF SAID PARCEL 4, THE FOLLOWING THREE COURSES: (1) SOUTH 25°34'38"WEST, 17.74 FEET; (2) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 30°10'42", A RADIUS OF 546.20 FEET, AND AN ARC OF 287.69 FEET; (3) THENCE SOUTH 55°45'19"WEST, 477.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE, NORTH 04°37'28"WEST, 20.42 FEET TO THE EAST LINE OF TRACT A OF CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, AND THE POINT OF TERMINUS OF THIS DESCRIPTION, WITH THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND CONSIDERED TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT SAID WEST LINE OF PARCEL 4 AND AT SAID EAST LINE OF TRACT A. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 408 SQUARE FEET (0.01 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

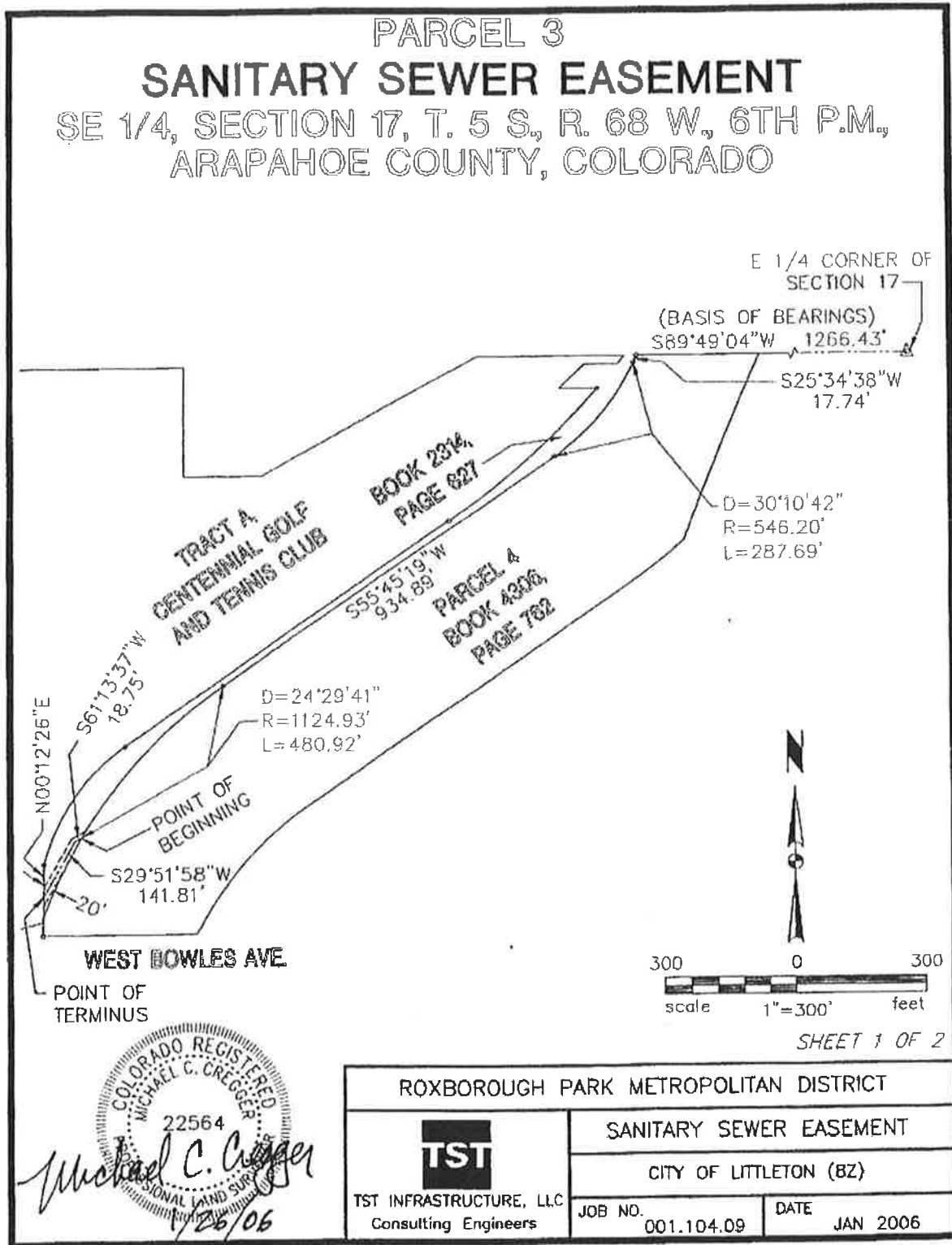
1/26/06
DATE



Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (8Z)	
	JOB NO. 001.104.09	DATE JAN 2006



PARCEL 3
SANITARY SEWER EASEMENT
SE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 20.00 FOOT WIDE STRIP OF LAND ACROSS THE LANDS DESCRIBED IN THAT WARRANTY DEED RECORDED IN BOOK 2314 AT PAGE 627, WHICH IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17, AND CONSIDERING THE NORTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°49'04"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°49'04"WEST, 1266.43 FEET TO THE NORTHWEST CORNER OF PARCEL 4 OF THE LANDS DESCRIBED IN THE DEED RECORDED IN BOOK 4306 AT PAGE 762; THENCE ALONG THE WEST LINE OF SAID PARCEL 4, THE FOLLOWING FOUR COURSES: (1) SOUTH 25°34'38"WEST, 17.74 FEET; (2) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 30°10'42", A RADIUS OF 546.20 FEET, AND AN ARC OF 287.69 FEET; (3) THENCE SOUTH 55°45'19"WEST, 934.89 FEET; (4) THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°29'41", A RADIUS OF 1124.93 FEET, AND AN ARC OF 480.92 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE, SOUTH 61°13'37"WEST, 18.75 FEET; THENCE SOUTH 29°51'58"WEST, 141.81 FEET TO THE EAST LINE OF TRACT A OF CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, AND THE POINT OF TERMINUS OF THIS DESCRIPTION, WITH THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND CONSIDERED TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT SAID WEST LINE OF PARCEL 4 AND AT SAID EAST LINE OF TRACT A. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 3195 SQUARE FEET (0.07 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE



PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON (8Z)

JOB NO.
001.104.09

DATE
JAN 2006