

**RESOLUTION OF THE  
BOARD OF DIRECTORS OF THE  
HORIZON METROPOLITAN DISTRICT NO. 1**

**A RESOLUTION APPROVING A COVENANT ENFORCEMENT AND FINE POLICY**

WHEREAS, pursuant to Section 32-1-1004(8), C.R.S., the Horizon Metropolitan District Nos. 1 - 10 (the "Districts") have the power and authority to furnish covenant enforcement and design review services within the Districts; and

WHEREAS, the Horizon Uptown Design Review Board (the "HUDRB") was established by the Restrictive Covenants Establishing Design Review Board, recorded on May 29, 2009 at Reception Number B9055788 in the records of the Arapahoe County Clerk and Recorder, as amended by the First Amendment to Restrictive Covenants Establishing Design Review Board for Horizon Uptown, recorded on November 30, 2020 at Reception Number E0165230 in the records of the Arapahoe County Clerk and Recorder (collectively, the "Covenants"); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein, including in Exhibit A attached hereto, shall have the meaning given to them in the Covenants; and

WHEREAS, pursuant to Section 7.d. of the Covenants, the HUDRB may enter into agreements with any special district whereby the special district undertakes or assists the HUDRB with certain responsibilities delegated to HUDRB therein or in the Design Standards or any bylaws/rules adopted by the HUDRB; and

WHEREAS, HUDRB has established the "Horizon Uptown Homeowner Residential Improvement Guidelines," dated February 15, 2021, as may be amended from time to time (the "Residential Guidelines") to help preserve the inherent character and aesthetic quality of Horizon Uptown; and

WHEREAS, the HUDRB and the Horizon Metropolitan District No. 1 (the "District") entered in a certain Residential Guidelines Enforcement Agreement (the "Agreement"), dated May 17, 2022, to delegate to the District the Design Review Board responsibilities set forth in the Residential Guidelines including, but not limited to, the approval of homeowner applications required by, and the ongoing enforcement of, the Residential Guidelines; and

WHEREAS, pursuant to Section 1 of the Agreement, the District has the authority to enact the responsibilities of the HUDRB as set forth in the Residential Guidelines and provide the ongoing enforcement of the Residential Guidelines. The District has the authority to adopt additional policies, rules and regulations to implement its obligations as the HUDRB and as the enforcer of the Residential Guidelines including, but not limited to, imposing fees to process and review Design Review Request Forms, developing notice and hearing procedures for violations of the Residential Guidelines, and adopting a fine policy for violations of the Residential Guidelines (collectively, the "Governing Documents"); and

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WHEREAS, pursuant to Section 32-1-1001(1)(j), C.R.S., the District is authorized to fix and from time to time increase or decrease fees, rates, tolls, penalties, or charges for services provide by the District, and until paid, such fees, rates, tolls, penalties or charges shall constitute a perpetual lien on and against the Lot and may be foreclosed upon in the same manner as mechanics' liens; and

WHEREAS, the District desires to set forth a "Covenant Enforcement and Fine Policy" to set forth the procedures for the District's enforcement of the Governing Documents in the Districts, including providing procedures for notification of noncompliance and due process hearings, and the imposition of fines.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF HORIZON METROPOLITAN DISTRICT NO. 1 HEREBY ESTABLISHES THE FOLLOWING COVENANT ENFORCEMENT AND FINE POLICY:

1. The Board hereby adopts the Covenant Enforcement and Fine Policy attached hereto as Exhibit A and incorporated herein by reference (the "Enforcement Policy"). Except as otherwise provided in the Covenants, the Enforcement Policy shall apply against all Property described in Exhibit B attached hereto.

2. The Board may further amend, from time to time, the Covenant Enforcement and Fine Policy, as the Board deems necessary.

3. In the event a court of competent jurisdiction finds a provision of the Covenant Enforcement and Fine Policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.


4. The Board hereby authorizes the authorizes the District's President and designated representative of the District, including the District's General Counsel or other officer of the District, to execute this Resolution. This Resolution shall take effect on the date and at the time of its adoption and shall be recorded in the real property records of the Arapahoe County Clerk and Recorder.

(Signatures Begin on Next Page.)

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ADOPTED AND APPROVED THIS 7<sup>th</sup> DAY OF SEPTEMBER, 2022.

**HORIZON METROPOLITAN DISTRICT NO. 1**

DocuSigned by:  
  
57E34BD4ED90445

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By: David Crowder, President

*Signature Page to Resolution Approving Covenant Enforcement and Fine Policy*

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## EXHIBIT A

### COVENANT ENFORCEMENT AND FINE POLICY

Section 1. Intent. This Covenant Enforcement and Fine Policy is adopted to ensure the protection of the health, safety, and welfare of the residents and property owners in the Horizon Metropolitan District Nos. 1 – 10 (the “Districts”), to preserve property values and to provide a fair and consistent enforcement process of the Governing Documents.

Section 2. Observation of Violations. The Board of Directors (the “Board”) for Horizon Metropolitan District No. 1 (the “District”) or its designated representative will initiate the procedures set forth herein upon observation of a Violation of the Residential Guidelines or upon being advised of a Violation of the Governing Documents by a property or home owner (“Owner”). The Board shall use its judgment in deciding whether to proceed with any action regarding any written complaint received from any Owner. Without limiting the Board’s authority to implement the procedures set forth herein and until otherwise determined by the Board, the Board hereby authorizes the District’s Manager and its designees to perform the procedures set forth in Sections 3, 4 and 5 and to impose the Fines and Charges as set forth in Section 6 herein.

Section 3. Notices. The Board shall deliver any and all notices required to be delivered to an Owner pursuant to this Covenant Enforcement and Fine Policy via hand delivery or via First Class Mail. Unless otherwise hand delivered, all Notices shall be deemed to have been received by the Owner three business days after said notices have been mailed. Upon sending notices to an Owner pursuant to the foregoing delivery methods, the Board, in its discretion, may also send any notices required to be delivered to an Owner via certified mail, return receipt requested or via overnight delivery service.

Section 4. Notice Of Violation. When the Board determines, in its sole discretion, that a Violation(s) of the Residential Guidelines (“Violation”) has occurred, the Board shall provide Owner with a written Notice of Violation within thirty (30) days of determining the existence of a Violation, which Notice of Violation shall contain the following information:

- (i) the nature and date of the alleged Violation;
- (ii) a request that the Violation be corrected within 15 calendar days of the date of the written notice. The Board may, in its sole discretion, request an alternative time period for correcting a Violation if the Board determines the Violation poses a threat or danger to the health, safety, or welfare of the residents or the property within of the Districts, or if the Board determines that the circumstances warrant an extended period of time for correcting the Violation;
- (iii) the Owner shall have 15 calendar days from the date of the Notice of Violation (unless a different time period is set forth in the Notice) to request a hearing on the Violation;
- (iv) the proposed Fine to be imposed if the Violation is not corrected within 15 calendar days of the date of the written notice or a challenge, and
- (v) a statement that failure to pay such fines timely may result in the recording of a lien against the Owner’s property, which may be foreclosed upon if not paid.

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The amount of the proposed Fine set forth in the Notice to Violation shall be the amount set forth in Section 6. Fines and Charges.

Section 5. Notice of Continuing Violation and Fine. If the Owner fails to cure the Violation or fails to request a hearing to dispute the Violation within 15 calendar days of the date of the Notice to Violation, the Board shall provide the Owner with a written Notice of Continuing Violation and Fine, indicating:

- (i) The Owner has failed to cure the Violation or request a hearing as provided in the initial Notice of Violation;
- (ii) The Fine stated in the Notice to Violation has been imposed and, until paid, the Fine constitutes a perpetual lien against the Owner's property which may be foreclosed by the District;
- (iii) Failure of the Owner to cure the Violation within 15 calendar days of the date of the first written Notice of Continuing Violation and Fine shall result in subsequent Fines,
- (iv) If applicable, the District's plans to cure such Violation with reimbursement from the Owner pursuant to Section 8 herein; and
- (v) Owner shall remain responsible for the payment of any Fines imposed prior to curing the Violation.

The amount of the Fine imposed shall be the amount set forth in Section 6. Fines and Charges. Until such time that the Violation has been cured and all fines are paid, the District shall send a written Notice of Violation and Fine to the Owner every 15 days from the date of the prior written Notice of Continuing Violation and Fine indicating that a "Continuing Violation" exists, the amount of Fine for the Continuing Violation, and the total unpaid fines then due and owing by the Owner. Upon the Fifth Notice of Continuing Violation and Fine, the unpaid account will be turned over to the District's attorney for legal action, including but not limited, the recording of a Statement of Lien against the Lot. A copy of the recorded Statement of Lien shall be mailed to the Owner.

In the event the Owner cures the Violation after the imposition of fine(s), the Owner shall remain responsible for payment of the outstanding fines. Upon curing the Violation, the District shall mail monthly invoices to the Owner for any outstanding unpaid Fines for the Violation, including any late fees.

Section 6. Fines and Charges.

- A. FINES. The following fine schedule is adopted for each Violation of the Governing Documents as set forth in Section 5. – Notice of Fine:

*Continuing Violations (after failure to cure within the stated time period in the Notice of Violation or Request for Hearing):*

First Violation	\$25.00
Second Violation	\$50.00
Third Violation	\$75.00
Fourth Violation	\$100.00

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Fifth and subsequent Violations shall be fined \$100.00 per Violation and shall be turned over to the District's attorney for legal action, including but not limited, the recording of a Statement of Lien against the Lot.

B. CHARGES. The following charges shall be charged to Owners as may be applicable herein:

Return Check Charge	\$25.00
Filing of Lien Charge	\$150.00
Release of Lien Charge	\$150.00
Collection Costs:	Reasonable Attorney Fees and Court Costs
Other Charges:	As incurred and deemed appropriate by the Board

C. Perpetual Lien. Pursuant to C.R.S. § 32-1-1001(1)(j)(I), until such time that Owner pays any fine or other monetary penalty imposed herein, such fine or penalty shall constitute a perpetual lien on and against Owner's Lot, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

#### Section 7. Hearing Process.

A. Request for a Hearing. Owner shall have fifteen (15) calendar days from the date of the Notice of Violation to request a hearing with the Board to dispute any Violation(s). The Board shall, upon such request for a hearing, set and provide written notice of the date, time and place of hearing to Owner. Such hearing shall be open to attendance to any person having the right to attend any meeting of the Board.

B. Hearing Procedures. The hearing procedures shall be as follows:

(1) The Board, through the chair of the meeting, shall direct all proceedings at the meeting. The chair shall also have complete authority to decide what evidence shall be accepted. No person shall speak without being recognized by the chair and the chair may limit the amount of time any person may speak. The failure to comply with the directions of the chair or otherwise conduct an orderly hearing may be considered, in itself, a Violation of the rules resulting in fines or other penalties.

(2) The Board, through the chair of the meeting, will describe the specific provision of the Governing Documents which is said to have been violated by Owner, including the date and place.

(3) Owner shall be asked to admit or deny the charge. Owner may speak for himself or may be represented by counsel throughout the hearing. Failure by Owner to respond or attend the hearing will be construed as an admission by Owner of the Violation.

(4) If the charge is denied, Owner shall describe the details of the circumstances at the hearing.

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- (5) Owner shall have the opportunity to confront each witness against him.
- (6) When all complaining witnesses have been heard, Owner may make statements in rebuttal, and may provide witnesses in support of his position. The complaining witnesses may ask questions of each such rebuttal witness in turn.
- (7) The Board shall have the opportunity to question any witness or involved parties if it so desires.
- (8) Not more than five (5) business days following the hearing, the Board shall either:
  - (i) Make a finding that the Lot is in compliance with the Governing Documents;
  - (ii) Make a finding that the Lot is in Violation of the applicable provisions of the Governing Documents; or
  - (iii) Continue the hearing to a date certain for the purpose of obtaining additional information regarding the alleged Violation.

The decision of the Board shall be final. The result of the vote shall be recorded in the minutes of the meeting and announced to the Owner. Following such decision, any noncompliant Owner shall correct, remedy, or otherwise remove the Violation within the time period specified in the written findings of the Board. Failure of the Owner to comply to cure the Violation within the stated time period, the Board shall provide the Owner with a written Notice of Continuing Violation and Fine as provided in Section 5 herein and the procedures set forth therein shall govern the continuing Violation.

Section 8. District Corrective Action; Emergencies.

In the event any Lot Owner shall fail to timely and/or satisfactorily perform any maintenance, repair or upkeep obligations of such Lot Owner in compliance with the provisions of the Covenants and with the Residential Guidelines, the District may provide in the Notice of Continuing Violation and Fine of the work required to be performed, and, if such failure to perform the work continues for a period of thirty (30) days after such Notice has been given, the District may enter upon the Lot and perform the necessary maintenance, repairs or upkeep; provided, however, that the District may, but shall not be required to, enter upon a Lot in order to perform maintenance, repairs or upkeep without prior notice to the Owner in the event of an emergency, as determined by the District in its reasonable discretion. The District shall send an invoice to the Owner for the District's costs for any such maintenance, repair or upkeep performed by the District and the District shall have a lien on the Lot until such time payment is paid to the District. If the Owner fails to reimburse the District for its costs associated with District's maintenance, repair and upkeep required for the Owner to be in compliance with the Maintenance Standards and Declaration or for any emergency work performed within thirty (30) days of the date of invoice, the Owner's account shall be turned over to the District's attorney for legal action, including but not limited, the recording of a Statement of Lien against the Lot.

Section 9. Legal Proceedings/Collections.

A. Legal Proceedings. In the event the Violation is of a continuing nature, constitutes a threat or the health, safety, or welfare of the residents or the property within Horizon Uptown, or

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the circumstances otherwise justify such action, the District shall have the right to pursue any legal remedy, at law or in equity, to abate the Violation immediately without proceeding through steps outlined above, as provided in Section 3 above. Nothing in this policy shall constitute an election of remedies nor preclude the Board from seeking assistance from other enforcement authorities such as police, fire or animal control. The District shall be entitled to reimbursement of its costs including reasonable attorney fees, court costs, and other legal costs incurred in all enforcement activities from any Owner who has been found in violation of any provision of the Governing Documents. Nothing in this paragraph shall be construed to prevent Owners from recovering their costs as otherwise provided by law.

B. Collection Procedures. At such time the Owner's account is turned over to the District's Attorney, the District's Attorney may take the following actions.

1. Lien. Upon receipt of a past due Owner's account from the Board, the District's attorneys shall arrange for the recordation of a lien against the Owner's property. The District's attorneys shall send a letter, via U.S. Mail and certified mail, return receipt requested, to the delinquent Owner indicating that a lien has been filed against the Owner's property and demanding immediate payment for the past due fines and any other charges imposed by the Board.

2. Other Remedies. Upon further review and direction from the Board, the District's attorneys may also file a summons and complaint in a court of competent jurisdiction for a money judgment. If a judgment or decree is obtained, such judgment or decree shall include reasonable attorney fees together with the cost of the action and all unpaid fines, charges (including charges for the filing and releasing of the lien) and interest as provided in the Governing Documents.

3. Judicial Foreclosure. Upon direction from the Board, the District's attorneys may foreclose on the lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all unpaid fines and charges owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

4. Waivers. The District may extend the time for the filing of lawsuits and liens as the District shall determine appropriate under the circumstances.

C. Reimbursement of Enforcement Costs. The District shall be entitled to reimbursement of its costs including reasonable attorney fees, court costs, and other legal costs incurred in all enforcement activities from any Owner who has committed a Violation.

D. Defenses. Failure of the District to comply with any provision in this Covenant Enforcement and Fine Policy shall not be deemed a defense to payment of unpaid fines and charges as described and imposed herein.



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**EXHIBIT B**  
**LEGAL DESCRIPTION OF PROPERTY**

SECTION 1, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, EXCEPT THOSE PORTIONS GRANTED TO THE DEPARTMENT OF HIGHWAYS IN DEED RECORDED APRIL 9, 1956 IN BOOK 961 AT PAGE 515, APRIL 30, 1965 IN BOOK 1222 AT PAGE 570, RE-RECORDED APRIL 25, 1969 IN BOOK 1809 AT PAGE 692, MARCH 5, 1973 IN BOOK 2105 AT PAGE 661, AND EXCEPT THAT PART CONVEYED TO GUN CLUB PROPERTY CO. IN DEED RECORDED NOVEMBER 8, 1967 IN BOOK 1734 AT PAGE 417 AND EXCEPT THOSE PORTIONS LYING WITHIN THE RIGHT-OF-WAY OF GUN CLUB ROAD, 6TH AVENUE, AND PICCADILLY ROAD AND EXCEPT THAT PART CONVEYED TO E-470 PUBLIC HIGHWAY AUTHORITY IN RULE AND ORDER RECORDED AT RECEPTION NO. A8083185.

SAID LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING TWO PARCELS:

**WEST PARCEL:**

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;  
THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 1308.03 FEET, ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AS RECORDED AT RECEPTION NO. A8083185 OF THE ARAPAHOE COUNTY RECORDS;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE AND THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 1346.39 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, BEING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1;  
THENCE SOUTH 89 DEGREES 17 MINUTES 28 SECONDS WEST, 2622.72 FEET, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, BEING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PICADILLY ROAD;  
THENCE NORTH 00 DEGREES 28 MINUTES 55 SECONDS WEST, 2610.68 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHWEST QUARTER, TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 1;

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THENCE NORTH 00 DEGREES 27 MINUTES 44 SECONDS WEST, 2514.84 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF E-470 PUBLIC HIGHWAY;

THENCE NORTH 89 DEGREES 25 MINUTES 40 SECONDS EAST, 82.09 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 00 DEGREES 34 MINUTES 20 SECONDS EAST, 451.81 FEET, THRU A CENTRAL ANGLE OF 22 DEGREES 24 MINUTES 46 SECONDS, AN ARC LENGTH OF 176.74 FEET, WHOSE CHORD BEARS SOUTH 79 DEGREES 21 MINUTES 57 SECONDS EAST, 175.61 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF TANGENCY;

THENCE SOUTH 68 DEGREES 09 MINUTES 34 SECONDS EAST, 313.45 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 21 DEGREES 50 MINUTES 26 SECONDS EAST, 749.12 FEET, THRU A CENTRAL ANGLE OF 22 DEGREES 27 MINUTES 09 SECONDS, AN ARC LENGTH OF 293.55 FEET, WHOSE CHORD BEARS SOUTH 79 DEGREES 23 MINUTES 08 SECONDS EAST, 291.68 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 23 MINUTES 18 SECONDS EAST, 2423.70 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 00 DEGREES 36 MINUTES 42 SECONDS EAST, 946.50 FEET, THRU A CENTRAL ANGLE OF 78 DEGREES 06 MINUTES 37 SECONDS, AN ARC LENGTH OF 1290.35 FEET, WHOSE CHORD BEARS SOUTH 51 DEGREES 33 MINUTES 24 SECONDS EAST, 1192.72 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AND A POINT OF TANGENCY;

THENCE SOUTH 12 DEGREES 30 MINUTES 05 SECONDS EAST, 1801.90 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE SOUTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 77 DEGREES 29 MINUTES 55 SECONDS WEST, 1223.24 FEET, THRU A CENTRAL ANGLE OF 11 DEGREES 10 MINUTES 18 SECONDS, AN ARC LENGTH OF 238.51 FEET, WHOSE CHORD BEARS SOUTH 06 DEGREES 54 MINUTES 56 SECONDS EAST, 238.13 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF NON-TANGENCY;

THENCE SOUTH 09 DEGREES 28 MINUTES 21 SECONDS WEST, 292.75 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE;

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THENCE SOUTH 12 DEGREES 29 MINUTES 50 SECONDS WEST, 1020.69 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE SOUTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 77 DEGREES 30 MINUTES 10 SECONDS WEST, 646.20 FEET, THRU A CENTRAL ANGLE OF 17 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 191.73 FEET, WHOSE CHORD BEARS SOUTH 20 DEGREES 59 MINUTES 50 SECONDS WEST, 191.03 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF TANGENCY;

THENCE SOUTH 29 DEGREES 29 MINUTES 50 SECONDS WEST, 403.10 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS SOUTH 60 DEGREES 30 MINUTES 10 SECONDS EAST, 476.26 FEET, THRU A CENTRAL ANGLE OF 29 DEGREES 29 MINUTES 50 SECONDS, AN ARC LENGTH OF 245.19 FEET, WHOSE CHORD BEARS SOUTH 14 DEGREES 44 MINUTES 55 SECONDS WEST, 242.49 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF TANGENCY;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 113.76 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

**EAST PARCEL:**

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 700.59 FEET, ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TO A POINT ON THE

EASTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AS RECORDED AT RECEPTION NO A8083185 OF THE ARAPAHOE COUNTY RECORDS;

THENCE NORTH 11 DEGREES 21 MINUTES 09 SECONDS EAST, 30.68 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 11 DEGREES 21 MINUTES 09 SECONDS EAST, 313.11 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 06 DEGREES 52 MINUTES 41 SECONDS EAST, 204.03 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 12 DEGREES 29 MINUTES 53 SECONDS EAST, 1031.46 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID E470 PUBLIC HIGHWAY;

THENCE SOUTH 77 DEGREES 30 MINUTES 07 SECONDS EAST, 355.61 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY RIGHT-

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OF-WAY LINE OF GUN CLUB ROAD;  
THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, 1431.25 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE;  
THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 664.39 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

**EXCLUDING THE FOLLOWING LEGALLY DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO:**

PARCEL D:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 1 TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 700.59 FEET, ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AS RECORDED AT RECEPTION NO. AB083185 OF THE ARAPAHOE COUNTY RECORDS;

THENCE NORTH 11 DEGREES 21 MINUTES 09 SECONDS EAST, 30.68 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 11 DEGREES 21 MINUTES 09 SECONDS EAST, 313.11 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 06 DEGREES 52 MINUTES 41 SECONDS EAST, 204.03 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 12 DEGREES 29 MINUTES 53 SECONDS EAST, 1031.46 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID E470 PUBLIC HIGHWAY;

THENCE SOUTH 77 DEGREES 30 MINUTES 07 SECONDS EAST, 355.61 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GUN CLUB ROAD;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, 1431.25 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE;

THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 664.39 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.