

ORIGINAL

AGREEMENT

THIS AGREEMENT ("Agreement"), dated ~~June~~^{August 9}, 1999, is between SouthPark Owners Association, a Colorado non-profit corporation ("Owners Association") and L&A Ridge Developers, LLC, a Colorado limited liability company ("Lankford").

WHEREAS, Lockheed Martin Corporation ("Lockheed") is the owner of approximately 50.984 acres of real property located to the south of 700 West Mineral Avenue, City of Littleton, County of Arapahoe, State of Colorado ("Property") as more particularly described in **Exhibit A** attached hereto and incorporated by this reference herein;

WHEREAS, Lockheed and Lankford are parties to that certain Amended and Restated Vacant Land/Farm and Ranch Contract to Buy and Sell Real Estate ("Purchase Contract"), dated April 6, 1999, relating to the Property.

WHEREAS, Owners Association is the owner of certain real property situated in the City of Littleton, County of Arapahoe, State of Colorado, located between the westerly boundary of the Lockheed Property and the easterly line of the public right-of-way known as SouthPark Lane (the "Strip");

WHEREAS, in connection with the Purchase Contract, Lankford desires to gain access to SouthPark Lane across the Strip, and relocate a gas line onto, landscape and place signage and lighting on the Strip;

WHEREAS, Owners' Association may own a beneficial interest in that certain 80 foot sweeping easement across the southeast corner of the Property, and Lankford desires to have executed by Owners' Association a Disclaimer of Interest, in exchange for the granting by Lankford to Owners' Association a 10 foot utility easement as set forth herein;

WHEREAS, Owners' Association desires Lankford, upon purchasing the Property, to subject the Property to the Second Amended Covenants, Conditions and Restrictions of SouthPark dated June 26, 1992 and recorded at Book 6538, Page 604 of the Arapahoe County records and Book 1069, Page 1002 of the Douglas County records ("CCRs") and to join the Owners' Association;

WHEREAS, the parties hereto desire to enter into this Agreement in order to set forth the terms and conditions upon which Lankford will subject the Property to the CCRs and join the Owners' Association, the Owners' Association will grant to Lankford certain access relating to Owners' Association's property, Owners' Association will sign the Disclaimer of Interest, and Lankford will be responsible for construction of certain Improvements, as hereinafter defined, and Owners' Association will maintain the same.

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. SOUTHPARK OWNERS' ASSOCIATION. At Closing as hereinafter defined, Lankford and Owners' Association shall execute the Extension of Declaration in substantially the form attached hereto as **Exhibit B** which is incorporated by this reference herein, in order to subject the Property to the CCRs and to join the Owners' Association. In connection with subjecting the Property to the CCRs, Lankford shall form the Ridge Architectural and Development Control Committee ("RADCC") which shall adopt Development Guidelines patterned after those adopted by the Owners' Association and in substantially the form attached hereto as **Exhibit C**, which is incorporated by this reference herein.

II. PUBLIC SERVICE COMPANY EASEMENT. At Closing, Owners' Association shall grant to Public Service Company of Colorado ("PSCO") an easement located in the area depicted on **Exhibit D**, which is attached hereto and incorporated by this reference herein, and consistent with PSCO's requirements, for the purpose of relocating that certain existing ten inch gas line now located as described in the instrument recorded June 1, 1970 in Book 7604 at Page 272 of the Arapahoe County real property records.

III. DEDICATION OF RIGHT OF WAY. At Closing, Owners' Association shall dedicate by special warranty deed to the City of Littleton a sixty (60) foot right-of-way between SouthPark Lane and the Property and in the general location shown on **Exhibit D**.

IV. DISCLAIMER OF INTEREST/UTILITY EASEMENT.

A. Disclaimer of Interest. Upon execution of this Agreement, Owners' Association shall execute and deliver to Lockheed a Disclaimer of Interest in the form attached hereto as **Exhibit E**, and incorporated by this reference herein;

B. Utility Easement and Conduit. At Closing, Lankford shall grant to Owners' Association a 10 foot non-exclusive utility easement adjacent to SouthPark Drive, as the same will be extended through the Property and the Strip. Such easement shall be in substantially the same form as that set forth in **Exhibit F**, attached hereto and incorporated by this reference herein. Within such utility easement, Lankford shall install a four inch (4") diameter utility line conduit which Owners' Association shall be entitled to use on a non-exclusive basis. Lankford shall install such conduit at the time Lankford installs other utilities along SouthPark Drive, and shall use materials which are comparable in cost and quality to those Lankford installs within the Property. Owners' Association shall be responsible for any maintenance of the conduit.

V. CONDITION PRECEDENT TO OWNERS' ASSOCIATION'S OBLIGATION TO PERFORM. Owners' Association's obligation to perform under this Agreement is expressly conditioned upon Lockheed not being in default under its agreement with the SouthPark

Metropolitan District dated February 17, 1999, and recorded at Reception No. A9032082, of the Arapahoe County records.

VI. MISCELLANEOUS.

A. **Closing.** "Closing" shall be the date of Closing under the Purchase Contract.

B. **Severability.** All provisions contained in this Agreement are severable. In the event any one or more of the provisions herein is declared for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

C. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

D. **Governing Law.** The Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

E. **Attorneys' Fees.** The prevailing party in any legal proceeding brought to enforce rights hereunder shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

F. **Integrated Agreement and Amendments.** This Agreement and the exhibits hereto constitute the entire, integrated agreement of the parties hereto. This Agreement may be added to or amended only by the mutual written agreement of the parties hereto, which agreement shall be executed with the same formalities with which this Agreement has been executed.

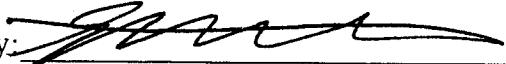
G. **Headings.** The paragraph headings used herein are for convenience only and shall not define, limit, or otherwise affect the content of such paragraph.

H. **Construction.** All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Agreement may require as if such terms had been fully and properly written in such number or gender.

I. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which together shall constitute a single Agreement. A facsimile copy of a signature evidencing such execution shall be deemed as the original.

WHEREAS, Owners' Association and Lankford cause this Agreement to be duly executed as of the date first written above.

OWNERS' ASSOCIATION:
SOUTHPARK OWNERS' ASSOCIATION, a
Colorado non-profit corporation

By: 

Emil Rothlisberger, President

LANKFORD:
L&A RIDGE DEVELOPERS, LLC,
a Colorado limited liability company

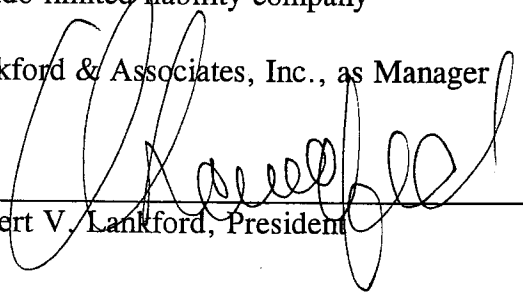
By: Lankford & Associates, Inc., as Manager

By: _____
Robert V. Lankford, President

EXHIBIT A

Legal Description of Property

A parcel of land located in the Southwest One-quarter of Section 34, and in the Southeast One-quarter of Section 33, being a portion of Tract B, GATES SUBDIVISION and a portion of Tract C, GATES SUBDIVISION FILING NO.2, and a portion of Vacated South Jason Street adjacent thereto and a portion of Vacated Southpark Terrace (Originally South Elati Street) adjacent thereto, all in Township 5 South, Range 68 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

For the purpose of this description bearings are based on the south line of the Southwest One-Quarter of Section 34 as bearing North $89^{\circ}52'16''$ East. The Southwest corner is monumented by a 3.25" aluminum cap in range box, stamped L.S. 17666 and the South One-Quarter corner is monumented by a 2" axle in range box.

Commencing at the Southeast corner of said Section 33;

- Thence $N00^{\circ}00'20''W$ along the east line of said Section 33, a distance of 30.00 feet to the Point of Beginning, which point is on the north right-of-way line of County Line Road;
- Thence $N89^{\circ}52'16''E$ along said north right-of-way line being parallel with and 30.00 feet north of the south line of said Southwest One-quarter, a distance 1102.51 feet to a non-tangent point of curvature on the north line of a parcel of land described in Book 1560 at Page 476;
- Thence 317.72 feet continuing along said north right-of-way line of the above described parcel and of a parcel of land described in Book 1571 at Page 340 being the arc of said non-tangent curve to the right having a radius of 2940.00 feet, a central angle of $6^{\circ}11'31''$ and a long chord that bears $N82^{\circ}56'30''E$, 317.57 feet, to a non-tangent point of curvature situated on the westerly right-of-way line of said Southpark Terrace;
- Thence along said west right-of-way the following four(4) courses;
Along a curve to the left having a radius of 418.87 feet, a central angle of $38^{\circ}25'08''$, an arc distance of 280.87 feet and a long chord that bears $N24^{\circ}36'01''W$, 275.63 feet to the point of tangency of said curve;
- Thence $N43^{\circ}48'33''W$, a distance of 132.05 feet to a point of curvature;

Thence along a curve to the right having a radius of 445.12 feet, a central angle of 43°36'17", an arc distance of 338.76 feet and a long chord that bears N22°00'25"W, 330.64 feet;

Thence N00°09'15"W along a line parallel with and 1.00 foot easterly of the west line of Southpark Terrace (originally South Elati Street) as platted in GATES SUBDIVISION, a distance of 430.31 feet;

Thence S89°50'45"W departing said westerly right-of-way line, a distance of 1596.33 feet;

Thence S00°09'15"E, a distance of 162.59 feet;

Thence S89°50'45"W, a distance of 434.71 feet to a point on the east line of SOUTHPARK SUBDIVISION FILING NO. 1;

Thence S00°09'15"E along said east line a distance of 961.29 feet to a point 30.00 feet north of the south line of the Southeast One-quarter of said Section 33, which point is also on the north right-of-way line of County Line Road and the southeast corner of lot 3 of said subdivision;

Thence N89°41'31"E parallel with and 30.00 feet north of the south line of said Southeast One-quarter and along said north right-of-way line, a distance of 941.56 feet, to the Point of Beginning.

EXCEPT therefrom Tract D, GATES SUBDIVISION FILING NO. 2.

Containing 50.923 Acres, more or less.

EXTENSION OF DECLARATION

THIS EXTENSION OF DECLARATION (this "Extension") is made and entered into this ____ day of _____, 1999, by the SouthPark Owners' Association, Inc., a Colorado nonprofit corporation ("Owners' Association") and L&A Ridge Developers, LLC, a Colorado limited liability company ("Developer").

WITNESSETH:

WHEREAS, SouthPark, a joint venture, executed and recorded that certain Declaration of Covenants, Conditions, and Restrictions of SouthPark dated August 19, 1981 and recorded on October 14, 1981 in Book 3509 at Page 499 of the records of the Clerk and Recorder of Arapahoe County, Colorado, and on April 5, 1983 in Book 470 at Page 514 of the records of the Clerk and Recorder of Douglas County, Colorado (the "Initial Declaration"); and

WHEREAS, the Initial Declaration was amended and restated pursuant to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions of SouthPark dated November 12, 1984 and recorded on November 15, 1984 in Book 4308 at Page 91 of the records of the Clerk and Recorder of Arapahoe County, Colorado, and on November 19, 1984 in Book 548 at Page 918 of the records of the Clerk and Recorder of Douglas County, Colorado (the "Amended and Restated Declaration"); and

WHEREAS, the Initial Declaration and Amended and Restated Declaration were again amended and restated pursuant to that certain Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of SouthPark dated June 26, 1992 and recorded on July 13, 1992 in Book 6538 at Page 604 of the records of the Clerk and Recorder of Arapahoe County, Colorado, and on July 13, 1992 in Book 1069 at Page 1002 of the records of the Clerk and Recorder of Douglas County, Colorado (the Initial Declaration, Amended and Restated Declaration, and Second Amended and Restated Declaration, as amended as of the date hereof, are collectively referred to as the "Declaration"); and

WHEREAS, pursuant to Article 8 of the Second Amended and Restated Declaration, the Owners' Association may extend the Declaration to include additional property by executing an instrument in writing making the Declaration applicable to such other property; and

WHEREAS, Developer is the owner of approximately 50.984 acres of real property located to the south of 700 West Mineral Avenue, City of Littleton, County of Arapahoe, State of Colorado as more particularly described in **Exhibit A** attached hereto and incorporated by this reference herein (the "Ridge"); and

WHEREAS, Developer desires to subject the Ridge to the terms of the Declaration as modified and supplemented in accordance with the provisions of this Extension; and

WHEREAS, the parties desire to enter into this Extension in order to extend the Declaration, as herein amended and supplemented, to the Ridge.

NOW THEREFORE, the parties hereto hereby state and declare as follows:

I. INCLUSION OF THE RIDGE WITHIN SOUTHPARK. All of the property known as the Ridge at SouthPark, as more particularly described on the attached **Exhibit A**, shall hereby be included within the definition of the "Property" as defined in the Declaration, and shall hereafter be subject to the terms of the Declaration, as amended and supplemented by the provisions of this Extension, and each and every separate parcel of the Ridge shall be owned, held, sold, leased, transferred, conveyed, encumbered, and used in accordance with and subject to this Extension and the following terms, covenants, conditions, restrictions, and reservations, all of which are for the purpose of protecting and preserving the utility, value, and desirability of, and which shall run with the Ridge, and all of which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in and to the Ridge or any part thereof, and such parties' respective heirs, personal representatives, successors, and assigns.

II. THE RIDGE AT SOUTHPARK ARCHITECTURAL DEVELOPMENT CONTROL COMMITTEE. Notwithstanding the provisions of the Declaration, the SouthPark Architectural and Development Control Committee ("SouthPark Committee") shall not have jurisdiction over the Ridge. In lieu of the SouthPark Committee, there is hereby constituted a separate architectural and development committee to be created by this Article I. Except as amended and supplemented herein, the provisions of Article 4 of the Second Amended and Restated Declaration shall apply to the Ridge Committee, as hereinafter defined.

2.1 Creation of the Ridge Committee. There is hereby established and created the Ridge at SouthPark Architectural and Development Control Committee (the "Ridge Committee"), which shall consist of five (5) members, two (2) of whom shall be appointed by, and serve at the will of the Board of Directors of the Owners' Association, and three (3) of whom shall be appointed by, and serve at the will of Developer. Members of the Ridge Committee may be removed and replaced by the entity which appointed such member, at any time, with or without cause. Except as otherwise set forth herein, a vote of the majority of the members of the Ridge Committee shall constitute the action of the Ridge Committee on any matter being considered.

III. THE RIDGE AT SOUTHPARK DEVELOPMENT GUIDELINES. The Ridge shall not be subject to the SouthPark Development Guidelines, but instead shall be subject to the Ridge at SouthPark Development Guidelines (the "Ridge Guidelines"). The Ridge Guidelines shall be adopted, modified or supplemented by the Ridge Committee from time-to-time, subject to approval by a majority of the Board of Directors of the Owners' Association present and

entitled to vote on the matter; provided however, that in the event there is more than one director representing an owner of property within the Ridge ("Ridge Director"), then only one Ridge Director, as determined by Developer, shall be entitled to vote on such approval. The Ridge Guidelines set forth in much greater specificity and detail design standards and requirements for the construction of improvements on a building site, and shall be referred to by the Ridge Committee in determining the acceptability of particular proposed improvements and/or uses of a building site.

IV. VARIANCES. The Ridge Committee shall have the right to waive and/or grant variances, both temporary and permanent, from the covenants and restrictions set forth in the Ridge Guidelines. Any such waiver or variance must be approved by a majority of the Ridge Committee, including at least one member of the Ridge Committee which was appointed by the Board of Directors of the Owners' Association. The approval of a waiver or variance by a member of the Ridge Committee appointed by the Board of Directors of the Owners' Association shall be given if a similar waiver or variance previously has been granted by the SouthPark Committee under comparable circumstances.

V. IMPROVEMENT OF CERTAIN PARCELS OWNED BY THE OWNERS' ASSOCIATION. Developer, at its sole cost and expense, shall design and construct, or cause to be designed and constructed, improvements and landscaping upon the parcel of property described on **Exhibit B** attached hereto and incorporated by this reference herein (the "Strip"), which parcel is owned by the Owners' Association. The improvements to be installed shall include, at a minimum, the installation of landscaping and grading, and also may include, without limitation, the installation of light fixtures, signage and related entry features, as well as a surface water drainage detention pond (including, without limitation, pipes, valves, drains and retaining walls) (the "Improvements"). The minimum Improvements of landscaping and grading must be completed by the Developer prior to the receipt of a certificate of occupancy for any buildings constructed upon the Ridge. Prior to undertaking the construction of the Improvements, Developer shall cause to be prepared detailed plans and specifications appropriate for construction of the Improvements (the "Plans and Specifications"). The Plans and Specifications and the Improvements shall comply with the Declaration, the SouthPark Development Guidelines and the SouthPark Planned Development Plan, and shall be subject to the prior review and approval of the SouthPark Committee, which approval shall not be unreasonably withheld or delayed. Upon completion of any Improvements, Developer shall convey, or cause to be conveyed, to the Owners' Association such Improvements to be maintained in accordance with the Declaration and this Extension. Owners' Association hereby grants to Developer a non-exclusive easement in and to, over and across the Strip for the purpose of allowing Developer or its designee to install and construct the Improvements. Such easement shall terminate at such time as Developer conveys the Improvements to the Owners' Association. Developer shall carry general liability insurance covering occurrences arising out of or relating to such easement, naming Owners' Association as an additional insured, carrying limits in an amount determined by the parties to be reasonable.

VI. COMMON AREA MAINTENANCE. Owners' Association shall maintain the Strip and all areas within the Ridge designated as common area on the map of the Ridge attached as **Exhibit C**, which is incorporated by this reference herein (the "Ridge Common Area"). Owners' Association shall perform, or cause to be performed, such maintenance in accordance with Section 9.1 of the Second Amended and Restated Declaration, and in a manner and frequency consistent with that of the maintenance performed by the Owners' Association throughout the Property and consistent with the Ridge Development Guidelines. Developer hereby grants to Owners' Association a non-exclusive easement in and to, over and across the Ridge Common Area for the purpose of maintaining such areas. The easement shall be for the duration of the term of the Declaration and any extensions thereto, and the benefits of the easement shall run with and be appurtenant to the property constituting the Ridge Common Area, or each of the parcels into which it may be subdivided, and shall benefit the owners thereof, their respective heirs, successors, successors in title, legal representatives and assigns and the Owners' Association. Owners' Association shall carry general liability insurance covering occurrences arising out of or relating to the easement, naming Developer as an additional insured, carrying limits in an amount determined by the parties to be reasonable.

VII. ASSESSMENTS BY THE OWNERS' ASSOCIATION. The Owners' Association may assess fees from the Owners of property within the Ridge in accordance with Article 9 of the Second Amended and Restated Declaration. All assessments collected from such Owners shall be used by the Owners' Association only with respect to its activities and operations within the Ridge, together with the activities and operations of the Owners' Association to maintain the Strip and any other improvements which may be constructed or caused by the Ridge and including the incremental increase in the cost of general liability insurance carried by the Owners' Association with respect to the Ridge. Likewise, the Owners' Association shall use funds assessed to Owners of the Property, exclusive of the Ridge, for its operations and activities within the Property, exclusive of the Ridge. In determining the allocation of assessments, the costs of the activities and operations of the Owners' Association shall be reasonably allocated as between the Ridge and the Property, exclusive of the Ridge. It is the intent of Developer and the Owners' Association that inclusion of the Ridge within SouthPark will be "revenue neutral" for the Owners' Association.

VIII. NO RIGHT OF REPURCHASE. Article 5 of the Second Amended and Restated Declaration shall not apply to the Ridge.

IX. TERMINATION, MODIFICATION AND ASSIGNMENTS.

9.1 Term. This Extension, and each and every covenant, condition, restriction, and reservation contained herein, shall continue in full force and effect for so long as the Declaration remains in full force and effect unless and until terminated as hereinafter provided.

9.2 Termination and Modification.

9.2.1 **Modification.** This Extension or any provision hereof may be extended, modified, or amended, as to the whole of the Ridge or any portion thereof, with the written consent of Developer and the approval of a majority of the Board of Directors of the Owners' Association present and entitled to vote on the matter, provided that only one Ridge Director, as determined by Developer, shall be entitled to vote thereon. Any such extension, modification, or amendment shall be immediately effective upon the recording of a proper instrument in writing, executed and acknowledged by Developer and the Board of Directors of the Owners' Association, in the offices of the Clerk and Recorder of Arapahoe County and Douglas County, Colorado. At such time as Developer no longer holds either fee simple title to any portion of the Ridge or a mortgage or deed of trust secured by any portion of the Ridge, any extension, modification, or amendment to this Extension or any provision hereof, shall be subject to the written consent of the Board of Directors of the Owners' Association and no less than the owners of fifty-one percent (51%) of the Ridge, on an acreage basis (other than the common area). It is specifically understood that any amendment to this Extension or to the Ridge Guidelines will not require an owner, in order to comply with such amended matter, to alter either existing improvements approved by the Ridge Committee or proposed improvements approved by the Ridge Committee but not yet constructed, provided such Owner has commenced and is diligently pursuing completion of such proposed improvements within three (3) months after approval by the Ridge Committee.

9.2.2 **Termination.** This Extension may be terminated as to the whole of the Ridge or any portion thereof, with the approval of no less than the owners of fifty-one percent (51%) of the Ridge, on an acreage basis (other than common area), and the owners of fifty-one percent (51%) of the Property, exclusive of the Ridge, on an acreage basis (other than common area). Any such termination shall be immediately effective upon the recording of a proper instrument in writing, executed and acknowledged by Developer and the Board of Directors of the Owners' Association, in the offices of the Clerk and Recorder of Arapahoe County and Douglas County, Colorado.

9.3 Assignment of Developer's Rights and Duties. All or any part of the rights, powers, reservations, duties and obligations of Developer herein contained may be assigned by Developer, in whole or in part, to: (a) any Owner; (b) any entity related to or controlled by Robert V. Lankford ("Lankford Entity"); or (c) the Owners' Association (the "Assignee"), provided such Assignee shall consent in writing to accept such assignment and, to the extent of such assignment, shall assume Developer's duties hereunder. Thereafter, such Assignee shall possess the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developer herein. Any such assignment shall be recorded in the offices of the Clerks and Recorders of Arapahoe County and Douglas County, Colorado. Upon any such assignment and to the extent thereof, Developer shall be relieved of all liabilities, obligations, and duties so assigned and assumed. The term "Developer" as used herein includes all such assignees and their heirs, personal representatives, successors and assigns. At the time

EXHIBIT A

**LEGAL DESCRIPTION OF
THE RIDGE AT SOUTHPARK**

A parcel of land located in the Southwest One-quarter of Section 34, and in the Southeast One-quarter of Section 33, being a portion of Tract B, GATES SUBDIVISION and a portion of Tract C, GATES SUBDIVISION FILING NO.2, and a portion of Vacated South Jason Street adjacent thereto and a portion of Vacated Southpark Terrace (Originally South Elati Street) adjacent thereto, all in Township 5 South, Range 68 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

For the purpose of this description bearings are based on the south line of the Southwest One-Quarter of Section 34 as bearing North 89°52'16" East. The Southwest corner is monumented by a 3.25" aluminum cap in range box, stamped L.S. 17666 and the South One-Quarter corner is monumented by a 2" axle in range box.

Commencing at the Southeast corner of said Section 33;

Thence N00°00'20"W along the east line of said Section 33, a distance of 30.00 feet to the Point of Beginning, which point is on the north right-of-way line of County Line Road;

Thence N89°52'16"E along said north right-of-way line being parallel with and 30.00 feet north of the south line of said Southwest One-quarter, a distance 1102.51 feet to a non-tangent point of curvature on the north line of a parcel of land described in Book 1560 at Page 476;

Thence 317.72 feet continuing along said north right-of-way line of the above described parcel and of a parcel of land described in Book 1571 at Page 340 being the arc of said non-tangent curve to the right having a radius of 2940.00 feet, a central angle of 6°11'31" and a long chord that bears N82°56'30"E, 317.57 feet, to a non-tangent point of curvature situated on the westerly right-of-way line of said Southpark Terrace;

Thence along said west right-of-way the following four(4) courses;
Along a curve to the left having a radius of 418.87 feet, a central angle of 38°25'08", an arc distance of 280.87 feet and a long chord that bears N24°36'01"W, 275.63 feet to the point of tangency of said curve;

Thence N43°48'33"W, a distance of 132.05 feet to a point of curvature;

Thence along a curve to the right having a radius of 445.12 feet, a central angle of 43°36'17", an arc distance of 338.76 feet and a long chord that bears N22°00'25"W, 330.64 feet;

Thence N00°09'15"W along a line parallel with and 1.00 foot easterly of the west line of Southpark Terrace (originally South Elati Street) as platted in GATES SUBDIVISION, a distance of 430.31 feet;

Thence S89°50'45"W departing said westerly right-of-way line, a distance of 1596.33 feet;

Thence S00°09'15"E, a distance of 162.59 feet;

Thence S89°50'45"W, a distance of 434.71 feet to a point on the east line of SOUTHPARK SUBDIVISION FILING NO. 1;

Thence S00°09'15"E along said east line a distance of 961.29 feet to a point 30.00 feet north of the south line of the Southeast One-quarter of said Section 33, which point is also on the north right-of-way line of County Line Road and the southeast corner of lot 3 of said subdivision;

Thence N89°41'31"E parallel with and 30.00 feet north of the south line of said Southeast One-quarter and along said north right-of-way line, a distance of 941.56 feet, to the Point of Beginning.

EXCEPT therefrom Tract D, GATES SUBDIVISION FILING NO. 2.

Containing 50.923 Acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION OF THE "STRIP"

A tract of land being a portion of Lot 3 as platted in SouthPark Subdivision Filing No. 2 as recorded in Book 62 at pages 8, 9 and 10 under Reception No. 2254710 of the Arapahoe County records, being a part of Section 33, Township 5 South, Range 68 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

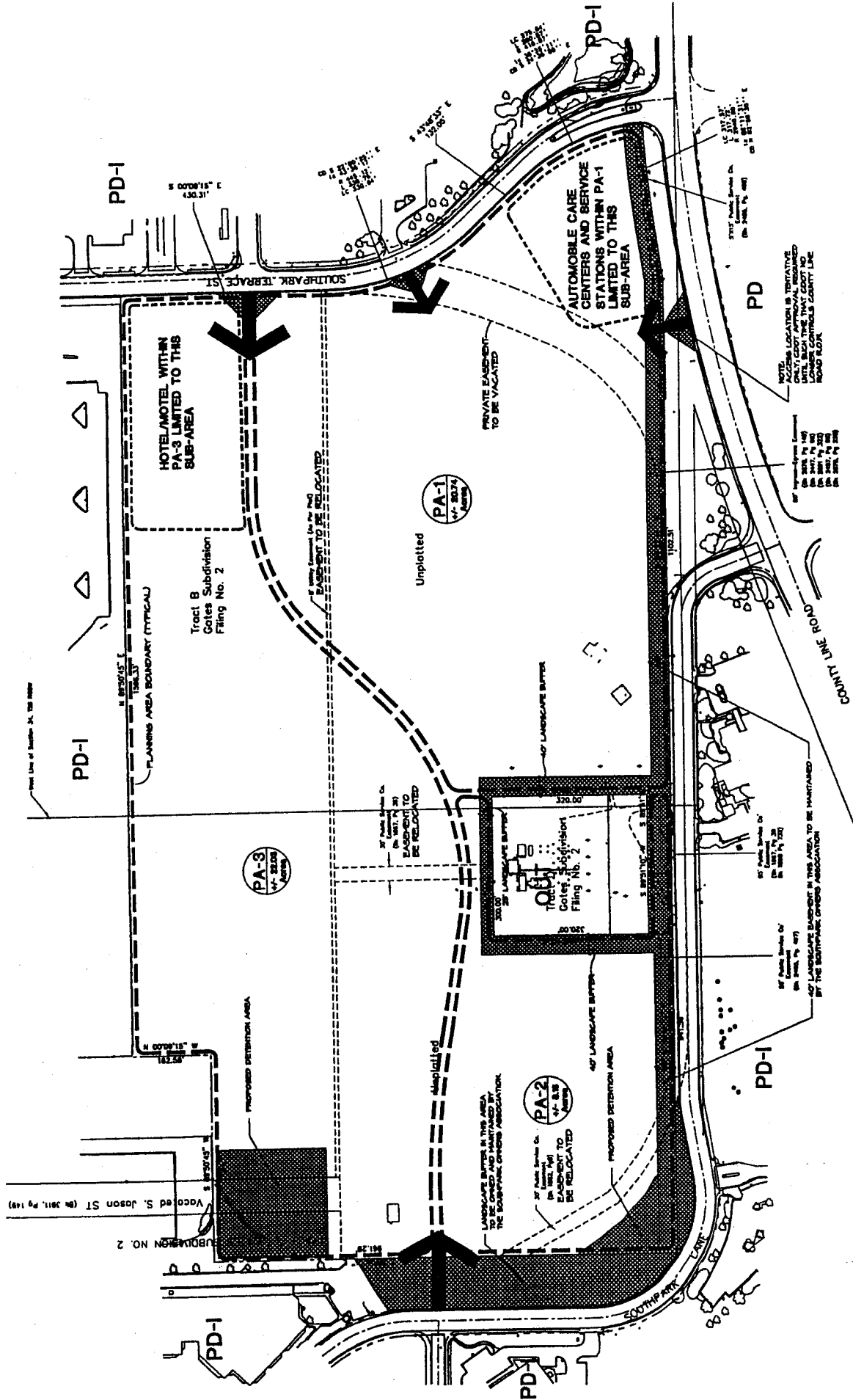
Basis of bearings is the centerline of SouthPark Lane as platted in said SouthPark Subdivision Filing No. 2, the centerline intersection of said Southpark Lane and of Canal Court is monumented by a pin and cap LS No. 22100 in a Range Box, and a point of curve on the centerline of said SouthPark Lane is monumented by a pin and cap No. 22100 in a range box with a line between them being considered to bear South $00^{\circ}11'10''$ West, 313.65 feet.

Beginning at the most Southerly corner of said Lot 3, SouthPark Subdivision Filing No. 2; said point being a point on curve, also being on the Easterly right-of-way line of said SouthPark Lane; thence Northerly and along the Easterly right-of-way line of said SouthPark Lane the following three (3) courses:

1. Along the arc of a curve to the right whose center bears North $33^{\circ}06'09''$ East, having a delta of $57^{\circ}05'01''$, a radius of 219.00 feet, an arc distance of 218.19 feet to a point of tangent;
2. North $00^{\circ}11'10''$ East, a distance of 366.15 feet to a point of curve;
3. Along the arc of a curve to the left having a delta of $08^{\circ}46'51''$, a radius of 327.50 feet, an arc length of 50.19 feet;

thence North $56^{\circ}28'32''$ East, a distance of 124.82 feet to a point on the Easterly line of said Lot 3; thence South $00^{\circ}11'10''$ West, and along the Easterly line of said Lot 3, a distance of 669.26 feet to the Point of Beginning,
County of Arapahoe,
State of Colorado.

THE RIDGE AT SOUTHPARK



The Ridge landscape to be maintained by SouthPark Owners Association.

