

AN AGREEMENT BY AND BETWEEN THE CITY OF CHERRY HILLS VILLAGE, COLORADO AND THE CHERRY HILLS NORTH HOMEOWNERS' ASSOCIATION, INC. FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO INSTALL, CONSTRUCT, AND MAINTAIN NEIGHBORHOOD IDENTIFICATION SIGNS ON CITY-OWNED RIGHT-OF-WAY

1.0 PARTIES. The parties to this Agreement are the CITY OF CHERRY HILLS VILLAGE, COLORADO, a Colorado home rule municipality (the "City") and the Cherry Hills North Homeowners Association, Inc. a Colorado nonprofit corporation (the "Licensee"). This Agreement is effective upon execution by the Licensee and following execution by the City Manager on the date indicated below.

2.0 RECITALS AND PURPOSE.

2.1. The City is the owner of certain property located in the City of Cherry Hills Village, Arapahoe County, Colorado, commonly known as the South Hudson Way, South Holly Way, Nassau Circle West, Nassau Circle East, Sanford Circle West and Sanford Circle East rights-of-way ("City Property").

2.2. The Licensee or the developer of the Cherry Hills North subdivision installed a total of fourteen (14) neighborhood wayfinding and identification signs (the "CHN Signs") in the 1970's during the original development of the Cherry Hills North subdivision.

2.3. Surveys prepared by Evergreen Surveying of the locations of all of the CHN Signs is attached to this Agreement as **Exhibit A** and is incorporated herein by reference.

2.4. The Licensee desires to continue to encroach upon and occupy portions of the City Property to the extent set forth in **Exhibit A** for the purpose of installing, constructing, maintaining, and repairing the CHN Signs as more fully described herein.

2.5. The City is willing to grant a revocable license to the Licensee under the terms and conditions as hereinafter specified in this Agreement provided that nothing in this Agreement shall waive or modify any obligation to seek building permits, variances, easements, or other approval necessary to meet any obligation imposed by law. The Licensee remains obligated to apply for and obtain all necessary permits and approvals, pay all required fees, and comply with all applicable local laws, including but not limited to the provisions of Article II, Chapter 11 of the Cherry Hills Village Municipal Code.

3.0 TERMS AND CONDITIONS.

3.1. The City hereby grants to the Licensee a revocable license for the encroachment and occupation of the CHN Signs in City Property, as more specifically described in the attached **Exhibit A** ("Private Improvements"). Nothing in this Agreement is intended to waive, alter, modify, or permit any violation of any state or local law applicable within the City of Cherry Hills Village. To the extent that the location or other specifications of this License or any exhibit conflicts with state or local laws, the more restrictive of the state or local law shall govern.

Except for the encroachment and occupation of the Private Improvements identified in this paragraph 3.1, no other encroachment, structure, improvement, vehicle, fence, wall, landscaping, or any other real or personal property shall be erected, installed, constructed, parked, stored, kept, or maintained in any way or fashion on the City Property.

3.2. The encroachment and occupation as specified in paragraph 3.1 above shall continue from the date of this Agreement to the time that this Agreement is terminated.

3.2.1. City Termination: The City may terminate this Agreement at any time if the City Manager determines in his sole discretion that removal of the Private Improvements is in the City interest. In such case, the City Manager shall provide written notice of termination to Licensee and specify a reasonable period of time within which the Private Improvements must be removed by the Licensee. Except in the case of a public safety emergency or where a shorter period of time is justified due to the nature of the Private Improvements, the Licensee shall customarily not be required to remove the Private Improvements within less than thirty (30) days of notice to the Licensee. The City may also terminate this Agreement at any time in the case of a declaration by the City Council for the City of Cherry Hills Village that a public safety emergency exists by giving written notice to the Licensee five (5) days in advance of the effective date of termination.

3.2.2. Licensee Termination: The Licensee may terminate this Agreement at any time by delivery of written notice of termination to the City which notice shall state an appropriate date of termination consistent with the requirements of this paragraph. Prior to delivery of such notice, the Licensee shall consult with the City to determine whether the City directs that the Private Improvements be removed as a condition of termination. Should the City direct removal of one or more of the Private Improvements, the Licensee shall cause such Private Improvements to be removed at Licensee's cost and expense prior to the effective date of termination stated in the notice of termination. Should the City consent to or permit one or more of the Private Improvements to remain within the City Property, the Licensee shall have the option of: (1) removing the Public Improvements at the Licensee's cost and expense prior to the date of termination stated in the Licensee's notice of termination; or (2) conveying the Private Improvements to the City by affirmatively declaring in the Licensee's notice of termination that the Private Improvements remaining within the City Property following the date of termination are owned by the Licensee and are deemed conveyed upon the date of termination by the Licensee to the City and that the Licensee neither requests nor desires any additional compensation for the conveyance of such Private Improvements. The Parties recognize and agree that, by the City's consent to and or permit Private Improvements to remain within the City Property, the Licensee is relieved of the cost and expense of removal of such Private Improvements and such relief is sufficient and adequate consideration for conveyance of the Private Improvements to the City.

- 3.3. The Licensee expressly agrees to, and shall, to the extent allowed by law, indemnify and hold harmless the City and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by the Licensee or any of its employees, agents, partners, or lessees, in encroaching upon the City Property. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the City for all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim in whole or in part that all or any portion of the Private Improvements and encroachment permitted by this Agreement constitutes a dangerous and/or unsafe condition within a public right-of-way.
- 3.4. The Licensee agrees that it will never institute any action or suit at law or in equity against the City or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising as a result of or from the revocable license granted to the Licensee by this Agreement. This provision includes but is not limited to claims relating to road maintenance, snow removal or other public works activities performed by or on behalf of the City.
- 3.5. The Licensee agrees to construct, maintain, and repair the Private Improvements placed or located on the City Property by the Licensee or its lessees, agents, employees, or other persons under the control or direction of the Licensee pursuant to this Agreement at the cost and expense of the Licensee and at no cost or expense to the City. The Licensee agrees to remove or cover graffiti or other damage caused to the improvement(s) within a reasonable time following notice or knowledge of such damage or within five (5) days of delivery to the Licensee of a written demand by the City, whichever is earlier. Except for the neighborhood wayfinding and identification signs depicted in Exhibit A, the Licensee shall not erect, cause to be erected or permit the erection of any additional signs, advertising object, or illustration upon the Private Improvements placed or located on the City Property pursuant to this Agreement and shall promptly remove any such sign or advertising.
- 3.6. Private Improvements shall be installed and located such that proper sight distances for vehicle drivers are provided, as determined by the City's Traffic Engineer. Mature landscaping shall not interfere with sight distance or street sign visibility, encroach on the sidewalk pedestrian space or extend over utility boxes, manholes or other public facilities. Landscaping, if any, installed by the Licensee shall be maintained in living and healthy condition at the sole expense of the Licensee.

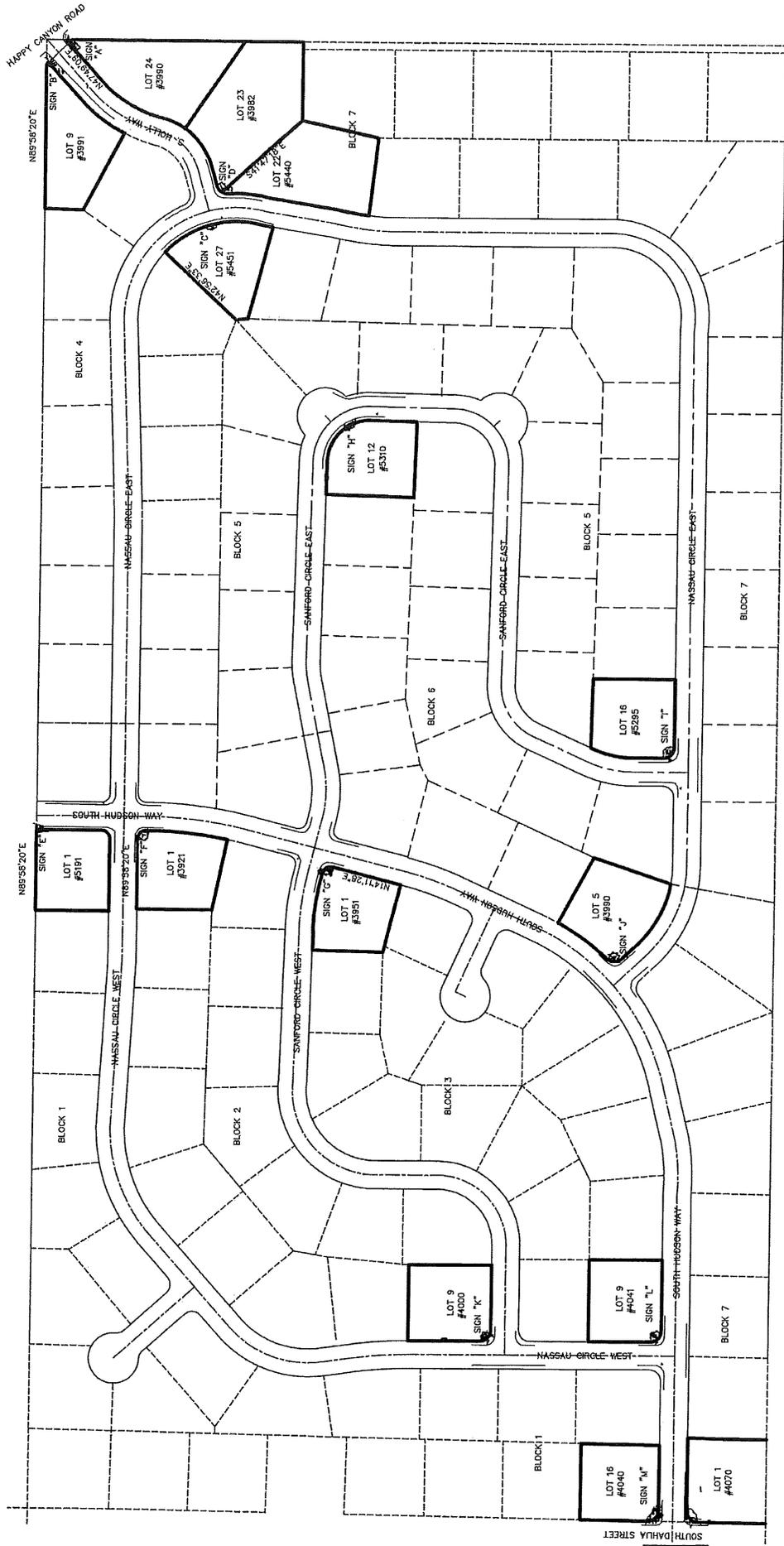
- 3.7. The Licensee agrees that the City is not liable, and will not assume any liability, responsibility, or costs for any damage, maintenance, or repair of any Private Improvements erected or maintained by the Licensee under this Agreement.
- 3.8. The Licensee agrees to repair and reconstruct any damage to the City Property upon termination of this Agreement or removal of the Private Improvements described in paragraph 3.1 and any other improvements erected by the Licensee on the City Property and the Licensee shall return the City Property to its original condition at the cost and expense of the Licensee and at no cost or expense to the City.
- 3.9. The Licensee agrees to procure and maintain, at its own cost, a policy or policies of insurance protecting against injury, damage or loss occurring on the licensed premises in the minimum amount of \$600,000.00 per occurrence. Such policy or policies shall name the City as an "additional insured". However, the Licensee's failure to take such steps to insure the premises shall not waive, affect, or impair any obligation of the Licensee to indemnify or hold the City harmless in accordance with this Agreement.
- 4.0 ASSIGNMENT. This Agreement shall not be assigned by the Licensee without the prior written consent of the City which may withhold its consent for any reason; provided that the City encourages the Licensee to inform any purchaser of the Licensee's property or interests of the existence of this Agreement and the City will promptly consider any request by the Licensee for assignment of this Agreement to such purchaser. The City and Licensee specifically acknowledge and agree that notwithstanding the restriction on assignment set forth in this Section 4.0, the Licensee shall be authorized to assign this Agreement to the Cherry Hills North Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") without obtaining the written consent of the City. The boundaries of the Cherry Hills North Homeowners Association and the District are the same. Should Licensee assign this Agreement to the District, the Licensee shall provide written notice to the City within thirty (30) days of the effective date of the assignment.
- 5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.
- 6.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. Invalidity of the Agreement in its entirety shall revoke any authorization, whether explicit or implied to the continuing use and occupancy of the City Property for the Private Improvements.

- 7.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this agreement shall be in the appropriate court for Arapahoe County, Colorado.
- 8.0 WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- 9.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 10.0 UNDERLYING INTENT AND SCOPE. It is the intent of this Agreement that the City shall incur no cost or expense attributable to or arising from the construction, maintenance, or operation of the Private Improvements and encroachment permitted by this Agreement and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the encroachment shall be borne by the Licensee. This Agreement does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this Agreement shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.
- 11.0 AUTHORITY TO BIND PARTY. The undersigned persons represent that they are expressly authorized to execute this Agreement on behalf of the Parties and to bind their respective Parties and that the Parties may rely upon such representation of authority.

Remaining Page Left Intentionally Blank – Signature Page to Follow

EXHIBIT A
DESCRIPTION/LOCATION PRIVATE IMPROVEMENTS

MASTER KEY



EVERGREEN SURVEYING, INC.
 6949 HWY 73, SUITE 111-5
 FORT COLLINS, CO 80526
 970-225-3444
 303-674-3444 303-674-1318
 DATE: 10-23-13
 DWF: B10385
 NAME: MASTER KEY

LEGAL DESCRIPTION "A"
EXISTING SIGN ACCESS EASEMENT
LOT 24, BLOCK 4

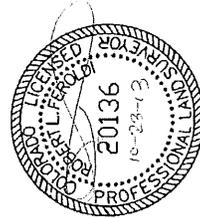
AN ACCESS EASEMENT OVER A PORTION OF LOT 24, BLOCK 4, CHERRY HILLS NORTH FILING NO. TWO, BEING PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 24; THENCE S 0°00'47" E AND ALONG THE EASTERLY LINE OF SAID LOT 24, A DISTANCE OF 6.30 FEET TO A POINT; THENCE N 71°33'37" E, A DISTANCE OF 3.86 FEET TO A POINT; THENCE S 46°34'12" W, A DISTANCE OF 14.09 FEET TO A POINT; THENCE N 41°23'19" W, A DISTANCE OF 9.95 FEET TO A POINT LYING ON THE NORTHWESTERLY LINE OF SAID LOT 24; THENCE N 47°49'09" E AND ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 19.64 FEET TO A POINT; THENCE S 45°10'00" E, AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 24, A DISTANCE OF 8.35 FEET TO THE POINT OF BEGINNING, CONTAINING 202 SQ.FT., MORE OR LESS.

THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

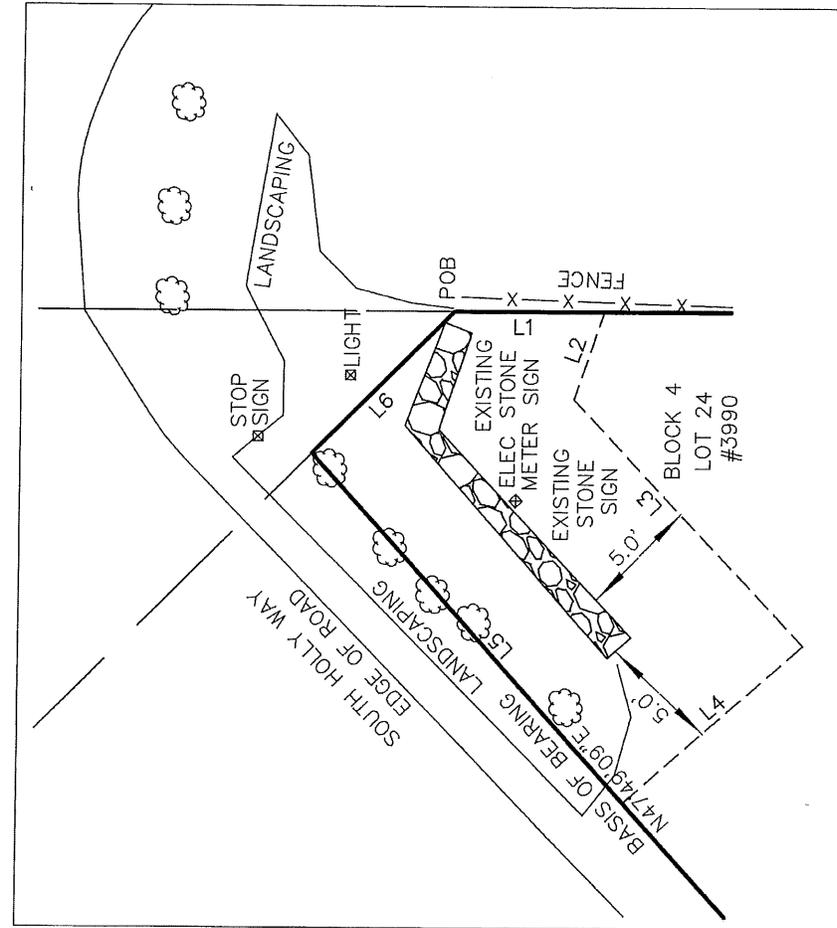
THE BASIS OF BEARING IS THE NORTHWESTERLY LINE OF SAID LOT 24, BEING N 47°49'09" E, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-A.LEG

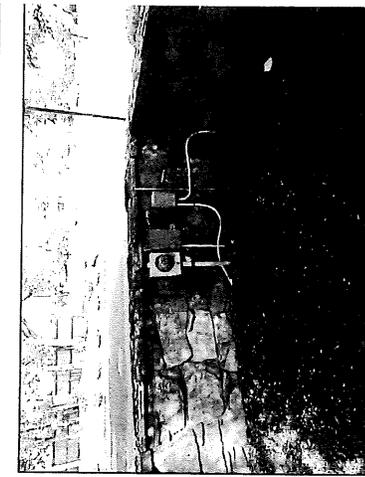
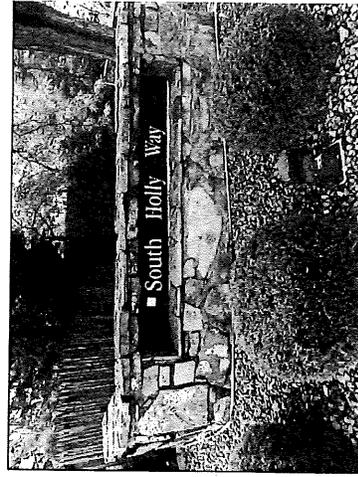


SIGN "A"

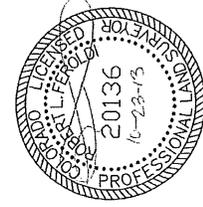
CHERRY HILLS NORTH / S HOLLY WAY



SCALE: 1"=5'



| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S0°00'47"E | 6.30' |
| L2 | N71°33'37"W | 3.86' |
| L3 | S46°34'12"W | 14.09' |
| L4 | N41°23'19"W | 9.95' |
| L5 | N47°49'09"E | 19.64' |
| L6 | S45°10'00"E | 8.35' |



EVERGREEN SURVEYING, INC.
 890 HWY 74, SUITE WW-5
 EVERGREEN, CO 80439
 303-674-3444 303-674-1318
 DATE: 10-23-13
 JOB#: 810385
 NAME: A

LEGAL DESCRIPTION "B"
EXISTING SIGN ACCESS EASEMENT
LOT 9, BLOCK 4

AN ACCESS EASEMENT OVER A PORTION OF LOT 9, BLOCK 4, CHERRY HILLS NORTH FILING NO. TWO, BEING PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE S 47°49'09" W, A DISTANCE OF 12.87 FEET TO A POINT; THENCE N 31°53'55" E, A DISTANCE OF 3.78 FEET TO A POINT; THENCE N 43°52'44" E, A DISTANCE OF 3.65 FEET TO A POINT; THENCE N 41°51'57" W, A DISTANCE OF 1.82 FEET TO A POINT; THENCE N 36°04'18" E, A DISTANCE OF 5.48 FEET TO A POINT LYING ON THE NORTHEASTERLY LINE OF SAID LOT 9; THENCE S 45°10'00" E, AND ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 4.23 FEET TO THE POINT OF BEGINNING, CONTAINING 26 SQ.FT., MORE OR LESS.

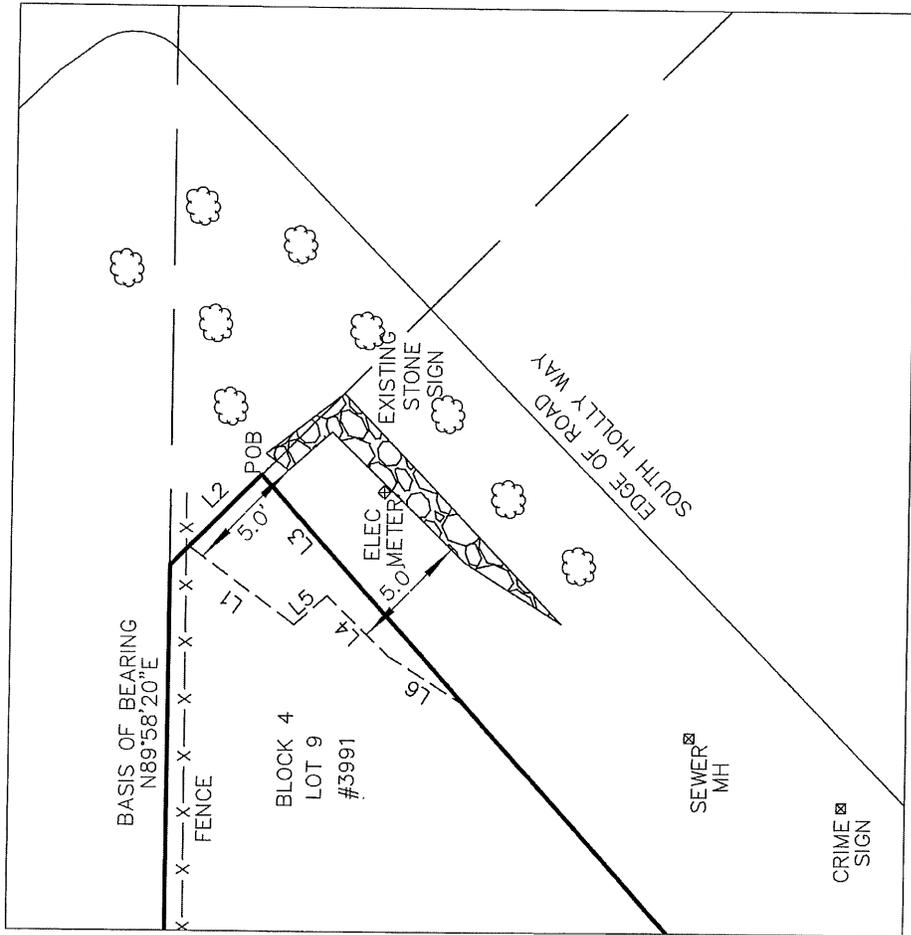
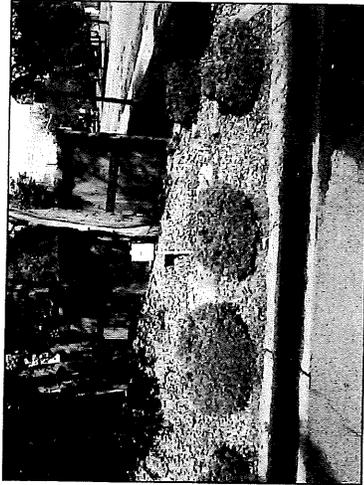
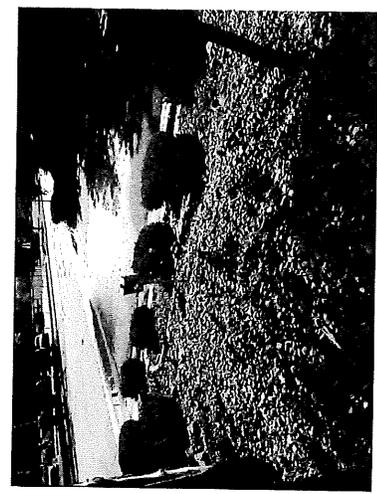
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE NORTHERLY LINE OF SAID LOT 9, BEING N 89°58'20" E, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-B.LEG



SIGN "B"



| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N36°04'18"E | 5.48' |
| L2 | S45°10'00"E | 4.23' |
| L3 | S47°49'09"W | 12.87' |
| L4 | N43°52'44"E | 3.65' |
| L5 | N41°51'57"W | 1.82' |
| L6 | N31°53'55"E | 3.78' |

SCALE: 1"=5'



EVERGREEN SURVEYING, INC.
 8849 HWY 72, SUITE 100-5
 P.O. BOX 3514, BOULDER, CO 80509
 303-677-3448 303-674-1918
 DATE: 10-23-13
 JOB#: B10385
 NAME: B

LEGAL DESCRIPTION "C"
EXISTING SIGN ACCESS EASEMENT
LOT 27, BLOCK 5

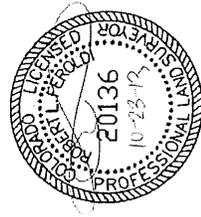
AN ACCESS EASEMENT OVER A PORTION OF LOT 27, BLOCK 5, CHERRY HILLS NORTH FILING NO. TWO, BEING PART OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 27; THENCE 89.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, AND ALONG THE EASTERLY LINE OF SAID LOT 27, WITH A CENTRAL ANGLE OF 29°11'49", A RADIUS OF 175.00 FEET, AND WHOSE CHORD BEARS S 32°28'50" E, A DISTANCE OF 88.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: THENCE 9.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 3°15'46, A RADIUS OF 175.00 FEET, AND WHOSE CHORD BEARS S 16°15'02" E, A DISTANCE OF 9.96 FEET TO A POINT; THENCE 5.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 1°49'26", A RADIUS OF 175.00 FEET, AND WHOSE CHORD BEARS S 13°42'26" E, A DISTANCE OF 5.57 FEET TO A POINT; THENCE S 76°11'19" W, A DISTANCE OF 6.43 FEET TO A POINT; THENCE N 14°27'45" W, A DISTANCE OF 16.02 FEET TO A POINT; THENCE N 80°42'42" E, A DISTANCE OF 6.21 FEET TO THE POINT OF BEGINNING, CONTAINING 101 SQ.FT., MORE OR LESS.

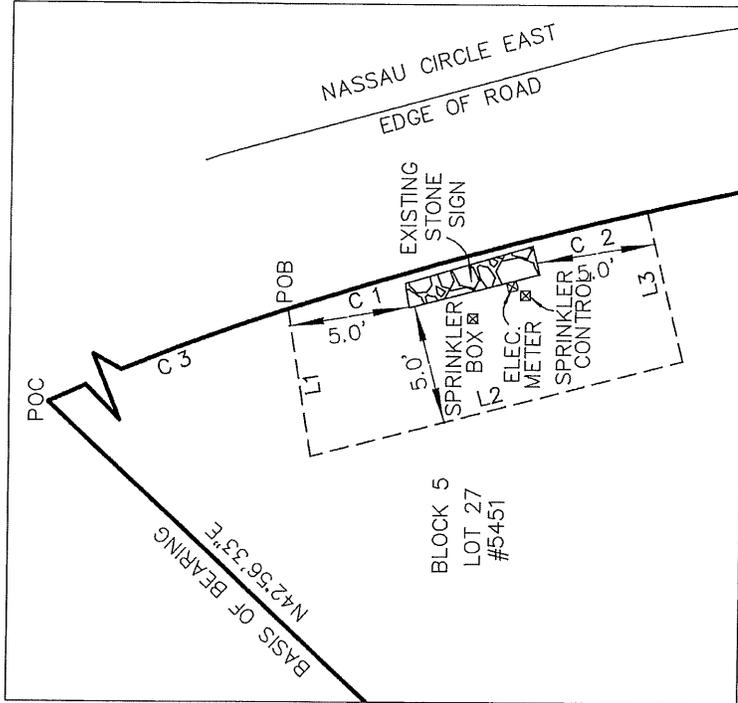
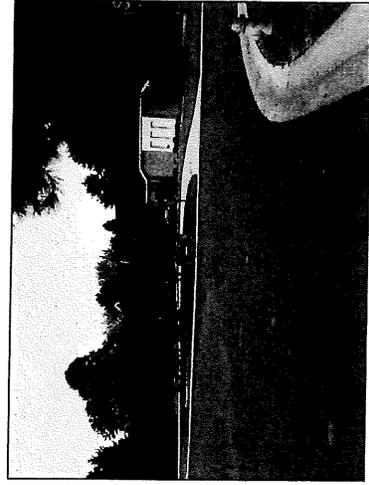
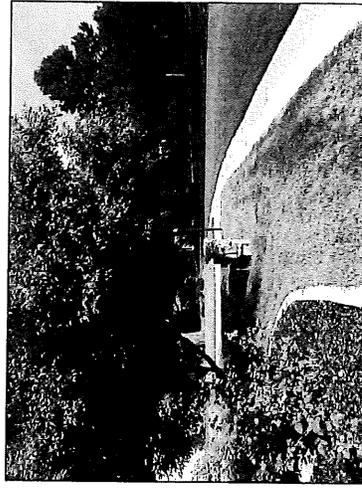
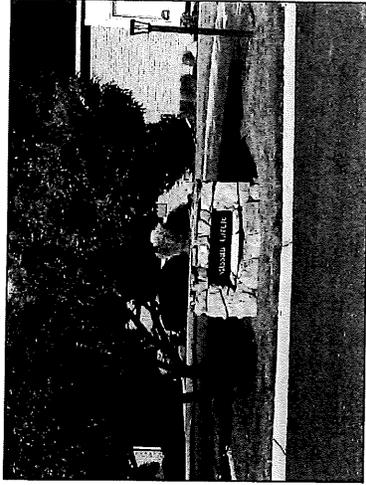
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE NORTHWESTERLY LINE OF SAID LOT 27, BEING N 42°56'33" E AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-C.LEG



SIGN "C" NASSAU CIRCLE EAST



SCALE: 1"=5'

| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N80°42'42"E | 6.21' |
| L2 | N14°27'45"W | 16.02' |
| L3 | S76°11'19"W | 6.43' |

| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|--------|---------|-------------|----------|
| C1 | 3°15'46" | 9.97' | 175.00' | S16°15'02"E | 9.96' |
| C2 | 1°49'26" | 5.57' | 175.00' | S13°42'26"E | 5.57' |
| C3 | 29°11'49" | 89.18' | 175.00' | S32°28'50"E | 88.22' |



EVERGREEN SURVEYING, INC.
 6840 HWY 73, SUITE 100-5
 FORT COLLINS, CO 80526
 970-674-3444 970-674-1318
 DATE: 10-23-13
 JOB#: B10385
 NAME: C



LEGAL DESCRIPTION "D"
EXISTING SIGN ACCESS EASEMENT
LOTS 22 & 23, BLOCK 7

AN ACCESS EASEMENT OVER A PORTION OF LOTS 22 AND LOTS 23, BLOCK 7, CHERRY HILLS NORTH FILING NO. TWO, BEING PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 22; THENCE ALONG THE NORTHERLY LINES OF SAID LOT 23 THE FOLLOWING TWO (2) COURSES: THENCE 14.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 42°16'20", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N 53°05'50" E, A DISTANCE OF 14.42 FEET TO A POINT; THENCE N 74°14'00" E, A DISTANCE OF 1.00 FEET TO A POINT; THENCE S 29°40'03" E, A DISTANCE OF 9.70 FEET TO A POINT; THENCE S 45°33'50" W, A DISTANCE OF 10.43 FEET TO A POINT; THENCE S 6°22'43" W, A DISTANCE OF 11.46 FEET TO A POINT; THENCE N 88°37'52" W, A DISTANCE OF 11.20 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 22; THENCE ALONG THE EASTERLY AND NORTHWESTERLY LINES OF SAID LOT 22 THE FOLLOWING TWO (2) COURSES: THENCE N 3°28'52" W, A DISTANCE OF 5.87 FEET TO A POINT; THENCE 12.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36°11'23", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N 13°51'59" E, A DISTANCE OF 12.42 FEET TO THE POINT OF BEGINNING, CONTAINING 331 SQ. FT., MORE OR LESS.

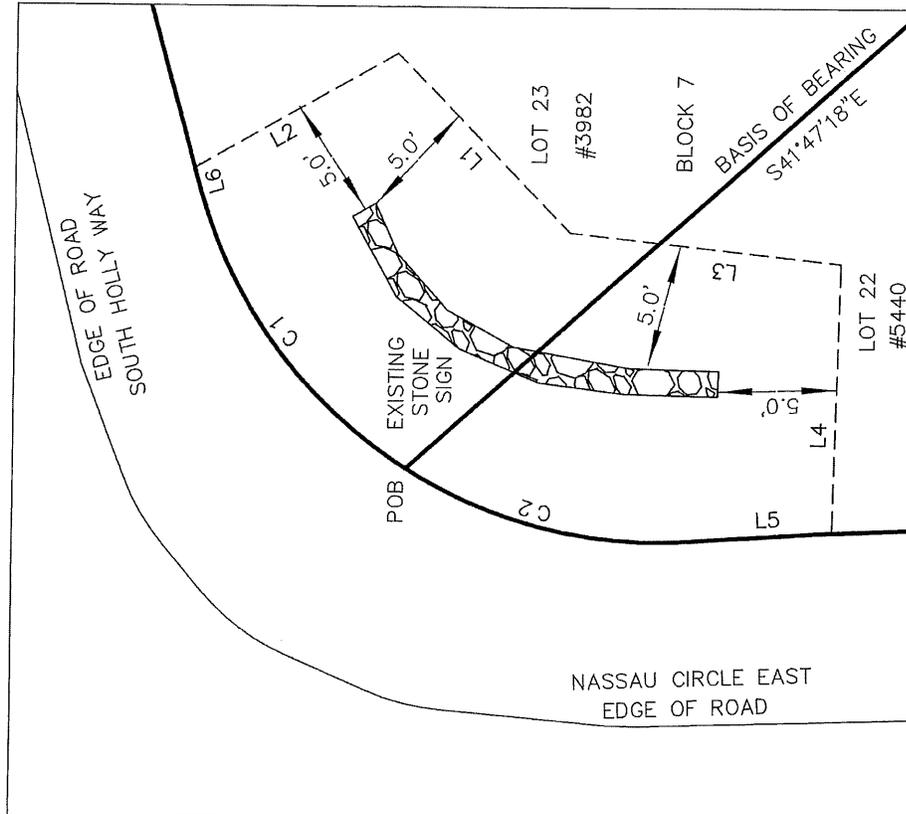
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE NORTHEASTERLY LINE OF SAID LOT 22, BEING S 41°47'18" E, AS PLATTED.

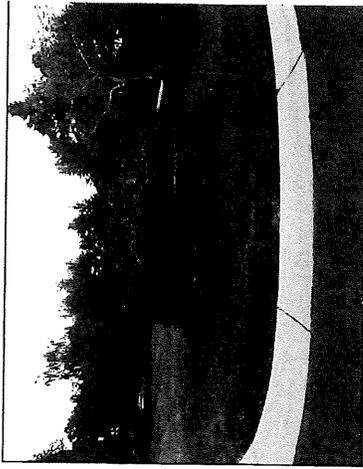
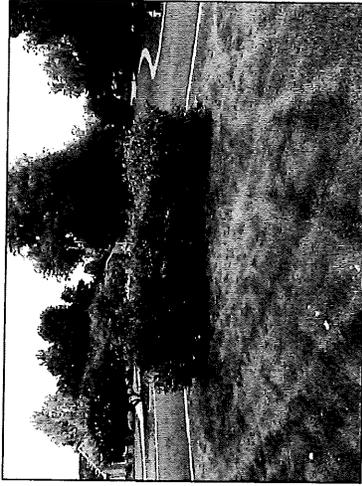
THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-D.LEG



SIGN "D" S HOLLY WAY / E NASSAU CIRCLE



SCALE: 1"=5'



| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S45°33'50"W | 10.43' |
| L2 | S29°40'03"E | 9.70' |
| L3 | S6°22'43"W | 11.46' |
| L4 | N88°37'52"W | 11.20' |
| L5 | N3°28'52"W | 5.87' |
| L6 | N74°14'00"E | 1.00' |

| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|--------|--------|-------------|----------|
| C1 | 42°16'20" | 14.76' | 20.00' | N53°05'50"E | 14.42' |
| C2 | 36°11'23" | 12.63' | 20.00' | N13°51'59"E | 12.42' |



STEPHEN SURVEYING, INC.
 6946 HWY 72, SUITE HW-5
 F.O.BOX 3514
 303-674-3444 303-674-1318
 DATE: 10-23-13
 JOB# B10385
 NAME: D

LEGAL DESCRIPTION "E"
EXISTING SIGN ACCESS EASEMENT
LOT 1, BLOCK 1

AN ACCESS EASEMENT OVER A PORTION OF LOT 1, BLOCK 1, CHERRY HILLS NORTH FILING NO. ONE, BEING PART OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE S 0°01'40" E AND ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 9.98 FEET TO A POINT; THENCE N 76°16'23" W, A DISTANCE OF 5.07 FEET TO A POINT; THENCE N 11°52'38" E, A DISTANCE OF 8.97 FEET TO A POINT LYING ON THE NORTHERLY LINE OF SAID LOT 1; THENCE N 89°58'20" E AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 3.07 FEET TO THE POINT OF BEGINNING, CONTAINING 38 SQ.FT. MORE OR LESS.

THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

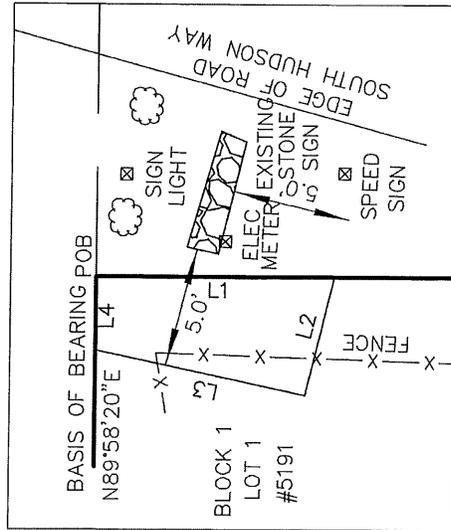
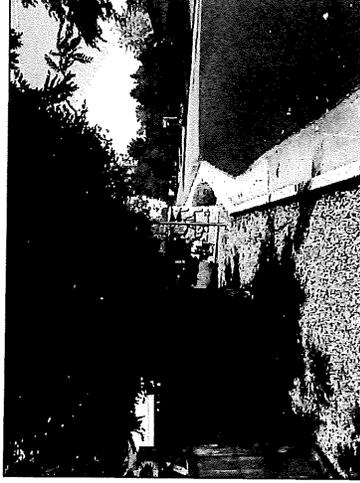
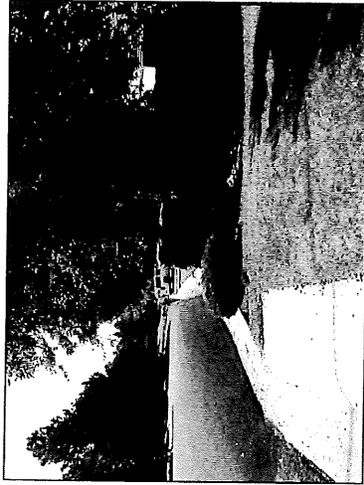
THE BASIS OF BEARING IS THE NORTHERLY LINE OF SAID LOT 1, BEING N 89°58'20" E, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-E-LEG



SIGN "E"

CHERRY HILLS NORTH



SCALE: 1"=5'

| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S0°01'40"E | 9.98' |
| L2 | N76°16'23"W | 5.07' |
| L3 | N11°52'38"E | 8.97' |
| L4 | N89°58'20"E | 3.07' |



EVERGREEN SURVEYING, INC.
 6648 HWY 73, SUITE 114A-5
 PARKWAY
 EVERGREEN, CO 80439
 303-674-3444 303-674-1318
 DATE: 10-23-13
 JOB#: E10385
 NAME: E

LEGAL DESCRIPTION "F"
EXISTING SIGN ACCESS EASEMENT
LOT 1, BLOCK 2

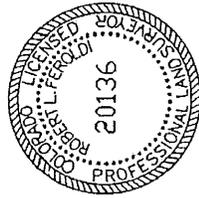
AN ACCESS EASEMENT OVER A PORTION OF LOT 1, BLOCK 2, CHERRY HILLS NORTH FILING NO. ONE, BEING PART OF THE NORTH ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE ALONG THE NORTHERLY LINES OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES: THENCE N 89°58'20" E, A DISTANCE OF 125.00 FEET TO A POINT; THENCE 11.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 42°35'55", A RADIUS OF 15.00 FEET, AND WHOSE CHORD BEARS S 68°43'42" E, A DISTANCE OF 10.90 FEET TO THE POINT OF BEGINNING; THENCE 5.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT AND CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, HAVING A CENTRAL ANGLE OF 20°35'38", A RADIUS OF 15.00 FEET, AND WHOSE CHORD BEARS S 37°07'56" E, A DISTANCE OF 5.36 FEET TO A POINT; THENCE S 11°24'32" W, A DISTANCE OF 11.45 FEET TO A POINT; THENCE N 75°53'32" W, A DISTANCE OF 11.12 FEET TO A POINT; THENCE N 37°14'55" W, A DISTANCE OF 4.92 FEET TO A POINT; THENCE N 10°35'33" E, A DISTANCE OF 10.94 FEET TO A POINT; THENCE S 79°49'42" E, A DISTANCE OF 10.94 FEET TO THE POINT OF BEGINNING, CONTAINING 204 SQ.FT., MORE OR LESS.

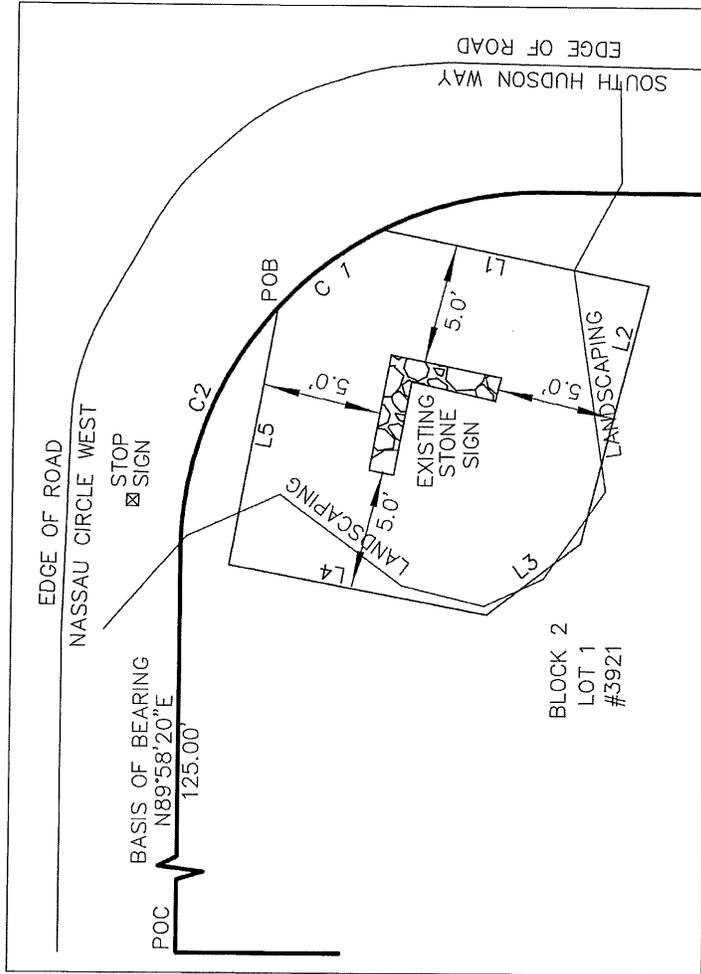
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE NORTHERLY LINE OF SAID LOT 1, BEING N 89°59'20" E, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-F.LEG



SIGN "F" W NASSAU CIRCLE / S HUDSON WAY



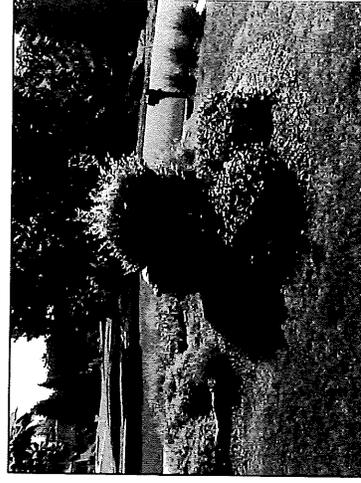
SCALE: 1"=5'

| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S11°24'32"W | 11.45' |
| L2 | N75°53'32"W | 11.12' |
| L3 | N37°14'55"W | 4.92' |
| L4 | N10°35'33"E | 10.99' |
| L5 | S79°49'42"E | 10.94' |

| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|--------|--------|-------------|----------|
| C1 | 20°35'38" | 5.39' | 15.00' | S37°07'56"E | 5.36' |
| C2 | 42°35'55" | 11.15' | 15.00' | S68°43'42"E | 10.90' |



FORGREEN SURVEYING, INC.
6949 HWY 73, SUITE 111-5
SARASOTA, FL 34239
303-674-3444 303-674-0318
DATE: 10-23-13
JOB# B10385
NAME: F



LEGAL DESCRIPTION "G"
EXISTING SIGN ACCESS EASEMENT
LOT 1, BLOCK 3

AN ACCESS EASEMENT OVER A PORTION OF LOT 1, BLOCK 3, CHERRY HILLS NORTH FILING NO. ONE, BEING PART OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE N 14°11'28" E, AND ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING; THENCE N 65°21'05" W, A DISTANCE OF 11.17 FEET TO A POINT; THENCE N 29°03'07" W, A DISTANCE OF 5.07 FEET TO A POINT; THENCE N 13°35'31" E, A DISTANCE OF 11.13 FEET TO A POINT; THENCE S 70°28'08" E, A DISTANCE OF 6.99 FEET TO A POINT LYING ON THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE 15.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 60°30'28", A RADIUS OF 15.00 FEET, AND WHOSE CHORD BEARS S 16°03'46" E, A DISTANCE OF 15.11 FEET TO A POINT; THENCE S 14°11'28" W, AND ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 3.14 FEET TO THE POINT OF BEGINNING, CONTAINING 734 SQ.FT. MORE OR LESS.

THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

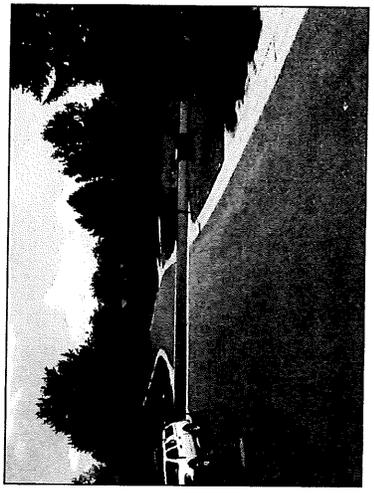
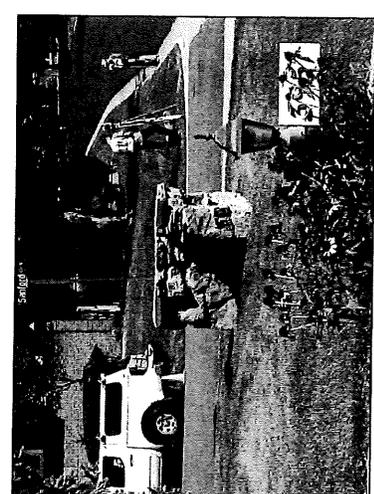
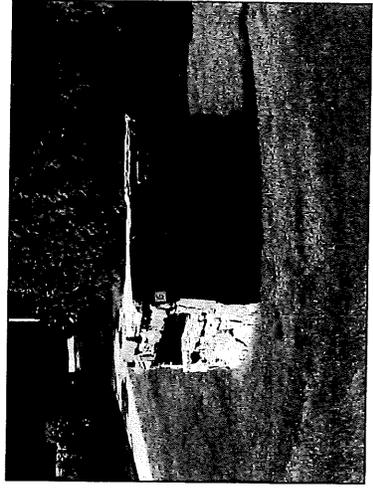
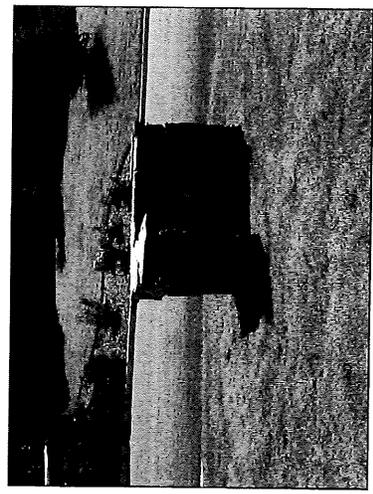
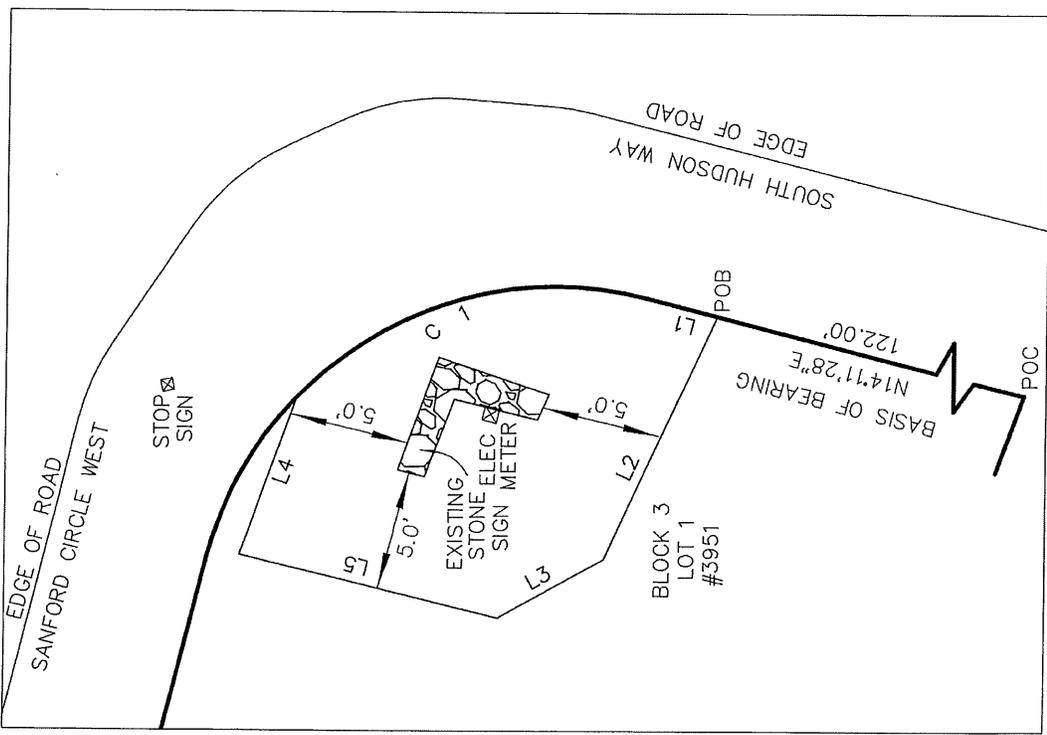
THE BASIS OF BEARING IS THE SOUTHEASTERLY LINE OF SAID LOT 1, BEING N 14°11'28" E, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-G.LEG



SIGN "G"

W SANFORD CIRCLE / S HUDSON WAY



| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|--------|--------|-------------|----------|
| C1 | 60°30'28" | 15.84' | 15.00' | S16°03'46"E | 15.11' |

| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S14°11'28"W | 3.14' |
| L2 | N65°21'05"W | 11.17' |
| L3 | N29°03'07"W | 5.07' |
| L4 | S70°28'08"E | 6.99' |
| L5 | N13°35'31"E | 11.13' |



ROBERT L. FERGUSON
 LICENSED PROFESSIONAL LAND SURVEYOR
 6948 HWY 73, SUITE HW-5
 FLORENCE, SC 29502-3814
 303-674-3444 303-674-1318
 DATE: 10-23-13
 JOB# B10385
 NAME: G

SCALE: 1"=5'

LEGAL DESCRIPTION "H"
EXISTING SIGN ACCESS EASEMENT
LOT 12, BLOCK 6

AN ACCESS EASEMENT OVER A PORTION OF LOT 12, BLOCK 6, CHERRY HILLS NORTH FILING NO. TWO, BEING PART OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 12; THENCE ALONG THE NORTHERLY AND NORTHEASTERLY LINES OF SAID LOT 12 THE FOLLOWING THREE (3) COURSES; THENCE S 88°51'02" E, A DISTANCE OF 58.19 FEET TO A POINT; THENCE 58.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 45°00'00", A RADIUS OF 75.00 FEET, AND WHOSE CHORD BEARS S 66°21'02" E, A DISTANCE OF 57.40 FEET TO A POINT; THENCE 9.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 7°06'46", A RADIUS OF 75.00 FEET, AND WHOSE CHORD BEARS S 40°17'39" E, A DISTANCE OF 9.30 FEET TO THE POINT OF BEGINNING; THENCE 17.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°23'24", A RADIUS OF 75.00 FEET, AND WHOSE CHORD BEARS S 30°02'34" E, A DISTANCE OF 17.49 FEET TO A POINT; THENCE S 72°34'24" W, A DISTANCE OF 5.88 FEET TO A POINT; THENCE N 24°44'57" W, A DISTANCE OF 17.03 FEET TO A POINT; THENCE N 70°16'07" E, A DISTANCE OF 4.23 FEET TO THE POINT OF BEGINNING, CONTAINING 92 SQ.FT., MORE OR LESS.

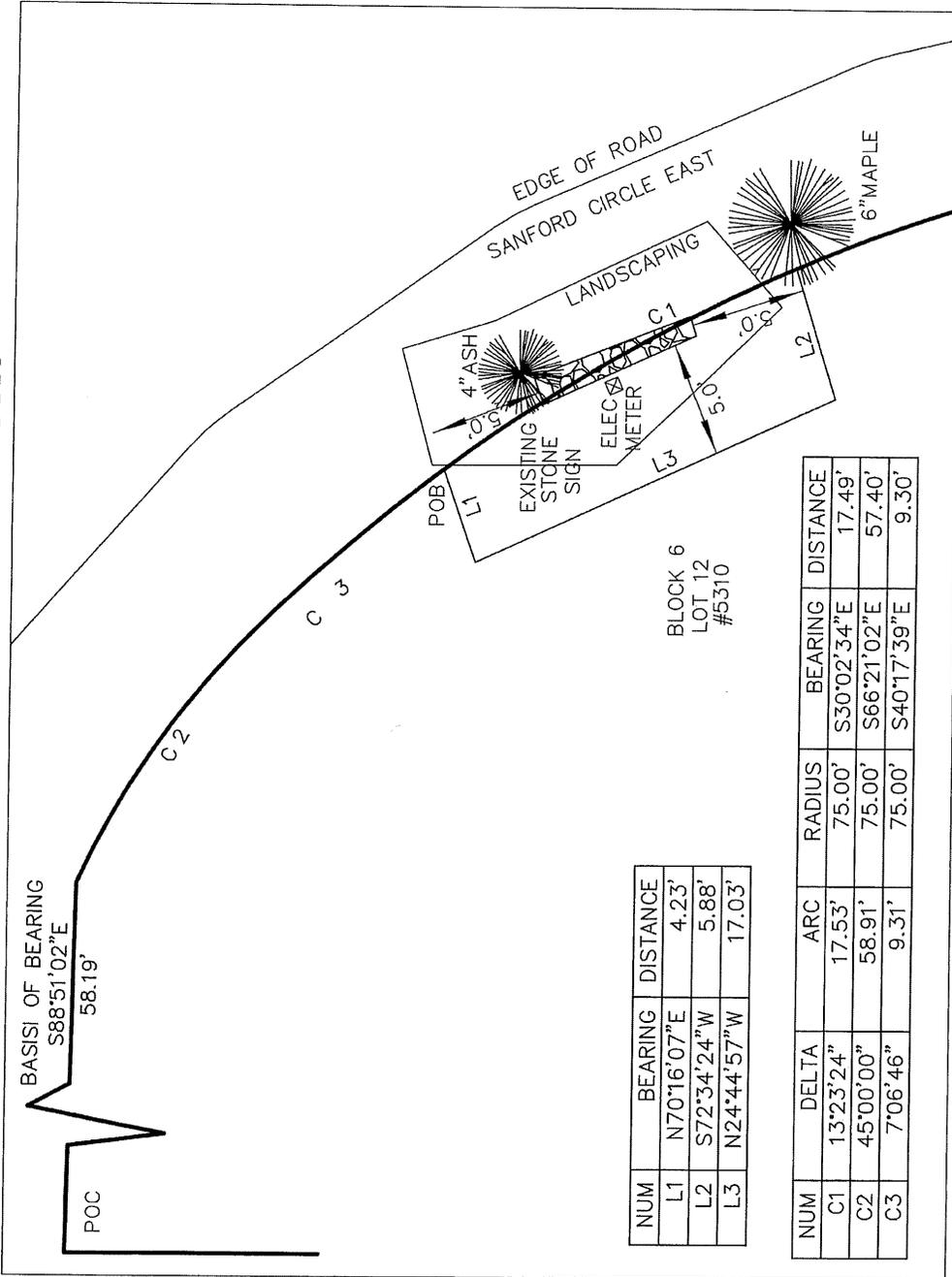
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE NORTHWESTERLY LINE OF SAID LOT 12 BEING S 88°51'02" E, AS PLATTED.

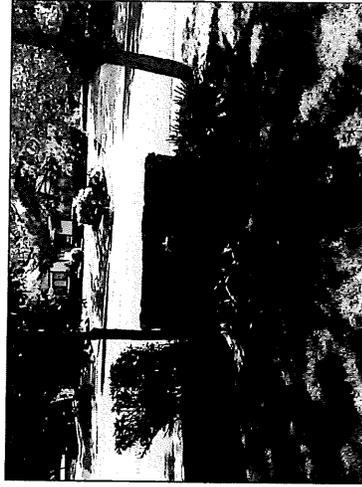
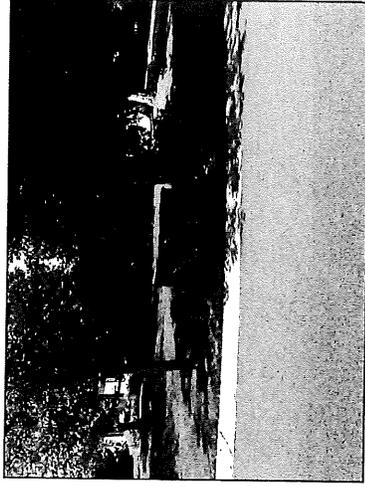
THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-H/LEG



SIGN "H" #5310



SCALE: 1"=5'



CASPERET SURVEYING, INC.
8940 HWY 78, SUITE 100-S
P.O. BOX 3614, BRACKEN
203-674-3444, 203-674-1218
DATE: 10-23-13
JOB# B10385
NAME: H

LEGAL DESCRIPTION "T"
EXISTING SIGN ACCESS EASEMENT
LOT 16, BLOCK 5

AN ACCESS EASEMENT OVER A PORTION OF LOT 16, BLOCK 5, CHERRY HILLS NORTH FILING NO. TWO, BEING PART OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 16; THENCE ALONG THE SOUTHERLY AND SOUTHWESTERLY LINES OF SAID LOT 16 THE FOLLOWING TWO (2) COURSES: THENCE S 89°58'11" W, A DISTANCE OF 119.89 FEET TO A POINT; THENCE 10.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°23'45", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N 75°18'34" W, A DISTANCE OF 10.15 FEET TO THE POINT OF BEGINNING; THENCE 10.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°22'56", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N 45°25'13" W, A DISTANCE OF 10.48 FEET TO A POINT; THENCE N 2°12'40" W, A DISTANCE OF 9.41 FEET TO A POINT; THENCE N 83°52'32" E, A DISTANCE OF 11.22 FEET TO A POINT; THENCE S 42°54'11" E, A DISTANCE OF 9.18 FEET TO A POINT; THENCE S 2°05'59" E, A DISTANCE OF 11.11 FEET TO A POINT; THENCE S 89°15'56" W, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING, CONTAINING 260 SQ.FT., MORE OR LESS.

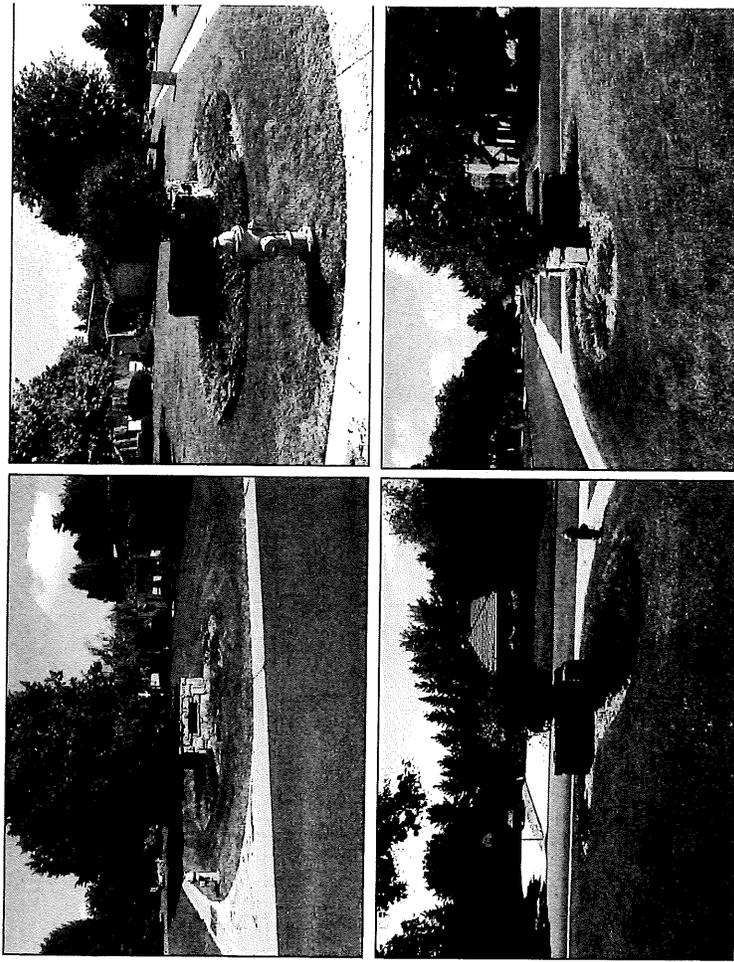
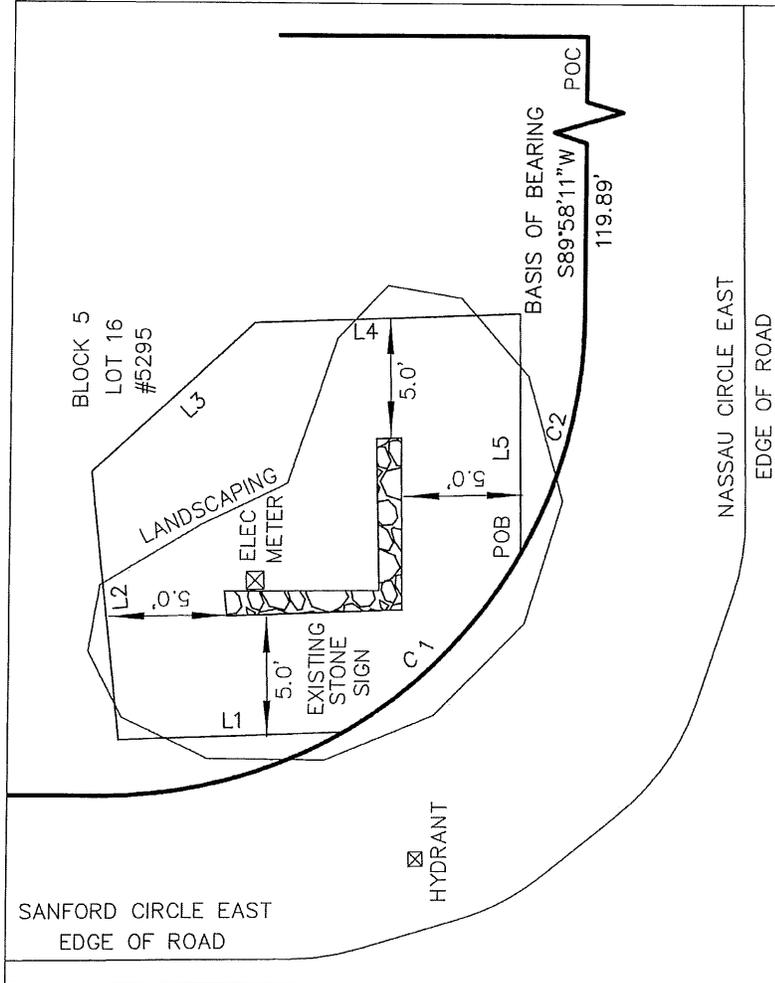
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE SOUTHEASTERLY LINE OF SAID LOT 16, BEING S 89°58'11" W, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-11EG



SIGN "I" E SANFORD CIRCLE / E NASSAU CIRCLE



| NUM | BEARING | DISTANCE |
|-----|--------------|----------|
| L1 | N2°12'40\"W | 9.41' |
| L2 | N83°52'32\"E | 11.22' |
| L3 | S42°54'11\"E | 9.18' |
| L4 | S2°05'59\"E | 11.11' |
| L5 | S89°15'56\"W | 9.98' |

SCALE: 1"=5'

| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|--------|--------|--------------|----------|
| C1 | 30°22'56" | 10.61' | 20.00' | N45°25'13\"W | 10.48' |
| C2 | 29°23'45" | 10.26' | 20.00' | N75°18'34\"W | 10.15' |



CUSCREW SURVEYING, INC.
 8948 HWY 73, SUITE 114-S
 P.O. BOX 3614, BOCA GRONDE, MS
 393-674-3444
 DATE: 10-23-13
 JOB# B10355
 NAME: I

LEGAL DESCRIPTION "J"
EXISTING SIGN ACCESS EASEMENT
LOT 5, BLOCK 6

AN ACCESS EASEMENT OVER A PORTION OF LOT 5, BLOCK 6, CHERRY HILLS NORTH FILING NO. ONE, BEING PART OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 5; THENCE ALONG THE NORTHWESTERLY LINES OF SAID LOT 5 THE FOLLOWING TWO (2) COURSES: THENCE 108.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 14°17'24", A RADIUS OF 435.00 FEET, AND WHOSE CHORD BEARS S 35°42'10" E, A DISTANCE OF 108.21 FEET TO A POINT; THENCE 11.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 33°53'13", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS S 25°54'16" W, A DISTANCE OF 11.66 FEET TO THE POINT OF BEGINNING; THENCE N 34°38'00" E, A DISTANCE OF 9.37 FEET TO A POINT; THENCE S 58°25'30" E, A DISTANCE OF 10.16 FEET TO A POINT; THENCE S 7°53'00" E, A DISTANCE OF 5.79 FEET TO A POINT; THENCE S 27°09'45" W, A DISTANCE OF 10.59 FEET TO A POINT; THENCE N 58°13'24" W, A DISTANCE OF 11.60 FEET TO A POINT LYING ON THE NORTHWESTERLY LINE OF SAID LOT 5; THENCE 6.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°10'53", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N 0°37'47" W, A DISTANCE OF 6.66 FEET TO THE POINT OF BEGINNING, CONTAINING 200 SQ.FT., MORE OR LESS.

THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

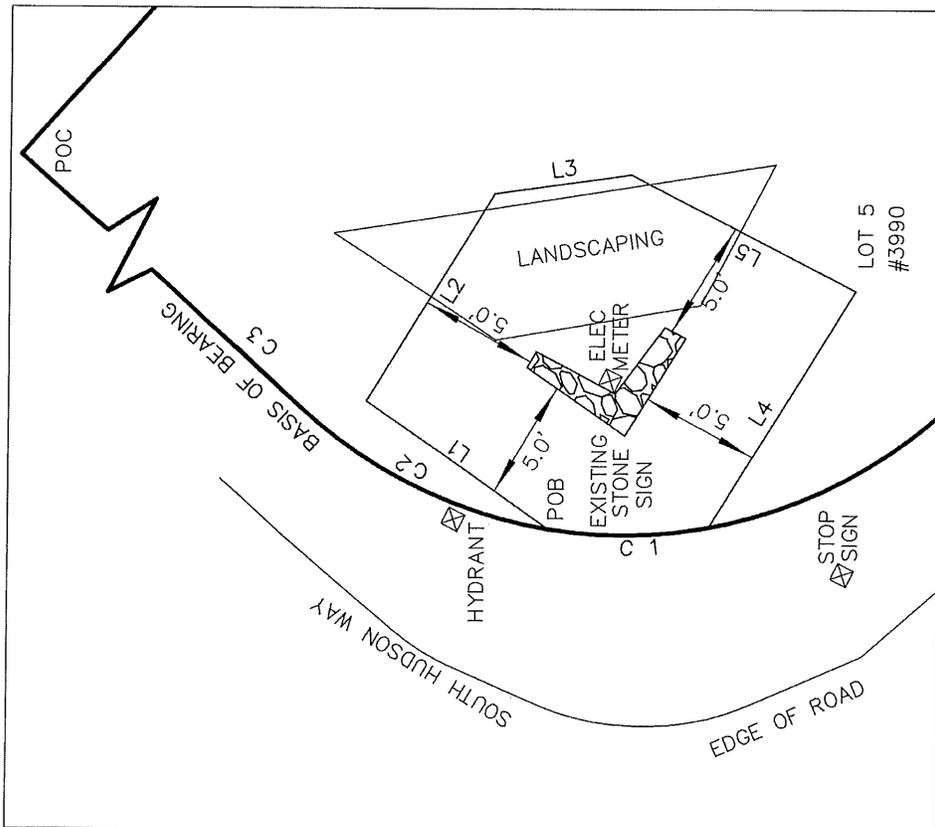
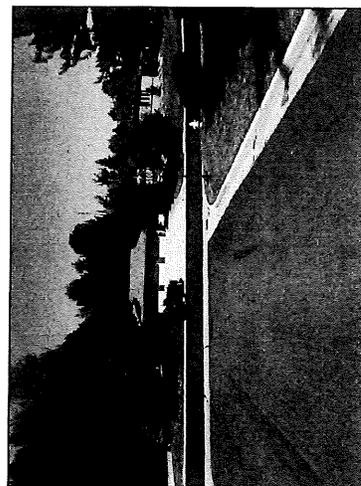
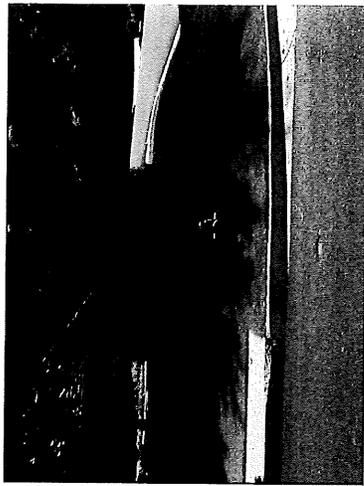
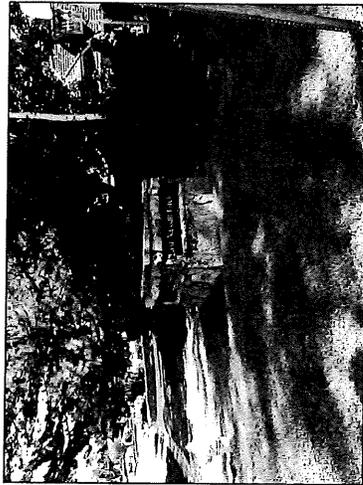
THE BASIS OF BEARING IS THE NORTHWESTERLY LINE OF SAID LOT 5, WHOSE CHORD BEARS S 35°42'10" W, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-J.LEG



SIGN "J"

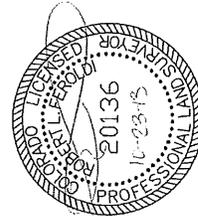
S HUDSON WAY / E NASSAU CIRCLE



SCALE: 1"=5'

| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N34°38'00"E | 9.37' |
| L2 | S58°25'30"E | 10.16' |
| L3 | S7°53'00"E | 5.79' |
| L4 | N58°13'24"W | 11.60' |
| L5 | S27°09'45"W | 10.59' |

| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|---------|---------|-------------|----------|
| C1 | 19°10'53" | 6.70' | 20.00' | N0°37'47"W | 6.66' |
| C2 | 33°53'13" | 11.83' | 20.00' | S25°54'16"W | 11.66' |
| C3 | 14°17'24" | 108.49' | 435.00' | S35°42'10"W | 108.21' |



ELSGREED SURVEYING, INC.
 8948 HWY 73, SUITE 101-S
 FORT LAUDERDALE, FL 33309
 352-674-3444
 DATE: 10-23-13
 PROJ: B10395
 NAME: J

LEGAL DESCRIPTION "K"
EXISTING SIGN ACCESS EASEMENT
LOT 9, BLOCK 2

AN ACCESS EASEMENT OVER A PORTION OF LOT 9, BLOCK, CHERRY HILLS NORTH FILING NO. ONE, BEING PART OF THE NORTH ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 9; THENCE ALONG THE WESTERLY AND SOUTHWESTERLY LINES OF SAID LOT 9 THE FOLLOWING TWO (2) COURSES: THENCE S 0°00'07" E, A DISTANCE OF 128.55 FEET TO A POINT; THENCE 8.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 23°17'15", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS S 11°38'45" E, A DISTANCE OF 8.07 FEET TO THE POINT OF BEGINNING; THENCE N 4°12'40" E, A DISTANCE OF 5.09 FEET TO A POINT; THENCE S 82°28'15" E, A DISTANCE OF 10.88 FEET TO A POINT; THENCE S 43°55'13" E, A DISTANCE OF 5.53 FEET TO A POINT; THENCE S 4°22'18" W, A DISTANCE OF 11.33 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE 19.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 54°29'21", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N 50°32'03" W, A DISTANCE OF 18.31 FEET TO THE POINT OF BEGINNING, CONTAINING 169 SQ.FT., MORE OR LESS.

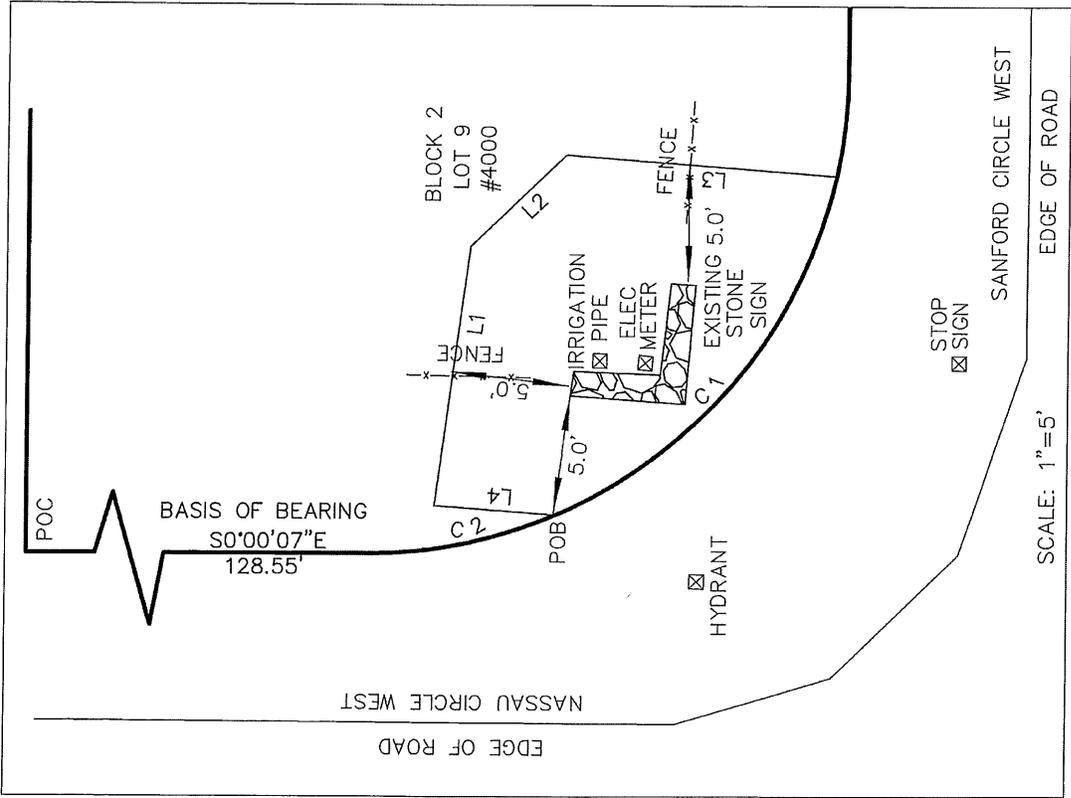
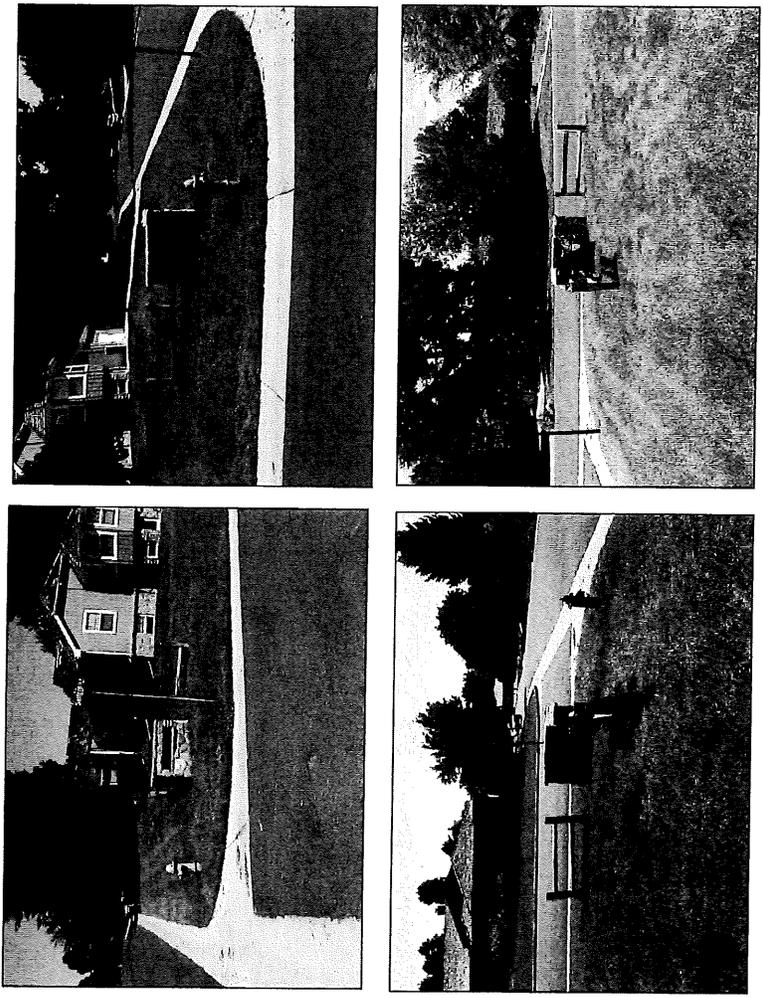
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE NORTHWESTERLY LINE OF SAID LOT 9, BEING S 0°00'07" E, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-K.LEG



SIGN "K" W SANFORD CIRCLE / W NASSAU CIRCLE



| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S82°28'15"E | 10.88' |
| L2 | S43°55'13"E | 5.53' |
| L3 | S4°22'18"W | 11.33' |
| L4 | N4°12'40"E | 5.09' |



EVERGREEN SURVEYING, INC.
 8949 HWY 7A, SUITE 1W-5
 FORT LAUDERDALE, FL 33409
 352-674-3444 352-674-1318
 DATE: 10-23-13
 JOB#: BT0365
 NAME: K

| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|--------|--------|-------------|----------|
| C1 | 54°29'21" | 19.02' | 20.00' | N50°32'03"W | 18.31' |
| C2 | 23°17'15" | 8.13' | 20.00' | S11°38'45"E | 8.07' |

LEGAL DESCRIPTION "L"
EXISTING SIGN ACCESS EASEMENT
LOT 9, BLOCK 3

AN ACCESS EASEMENT OVER A PORTION OF LOT 9, BLOCK 3, CHERRY HILLS NORTH FILING NO. ONE, BEING PART OF THE NORTH ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 9; THENCE ALONG THE WESTERLY AND SOUTHWESTERLY LINES OF SAID LOT 9 THE FOLLOWING TWO (2) COURSES: THENCE S 0°00'07" E, A DISTANCE OF 110.00 FEET TO A POINT; THENCE 11.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 33°34'56", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS S 16°47'36" E, A DISTANCE OF 11.56 FEET THE POINT OF BEGINNING; THENCE N 4°39'46" W, A DISTANCE OF 9.11 FEET TO A POINT; THENCE N 88°59'46" E, A DISTANCE OF 11.35 FEET TO A POINT; THENCE S 48°31'17" E, A DISTANCE OF 5.36 FEET TO A POINT; THENCE S 4°30'28" E, A DISTANCE OF 10.93 FEET TO A POINT; THENCE S 87°31'32" W, A DISTANCE OF 9.90 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N 45°00'07" W, A DISTANCE OF 28.28 FEET TO THE POINT OF BEGINNING, CONTAINING 202 SQ.FT., MORE OR LESS.

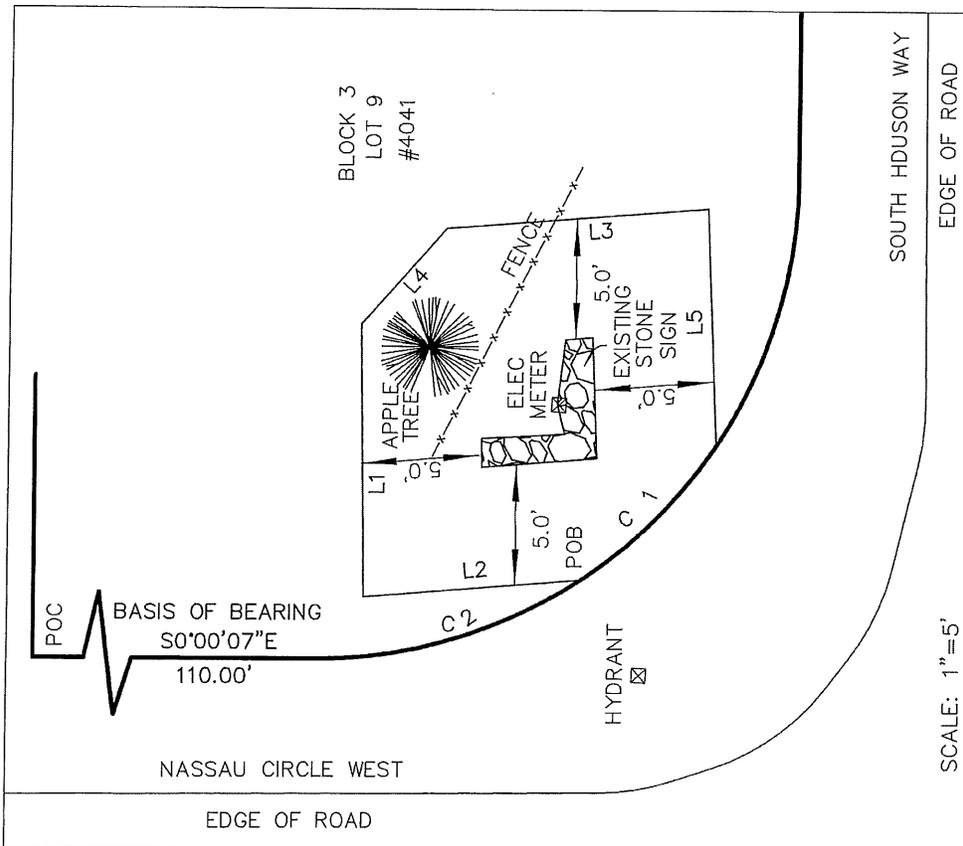
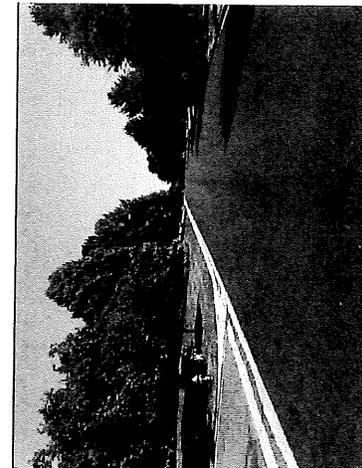
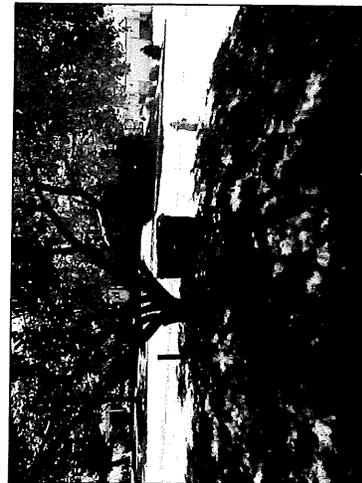
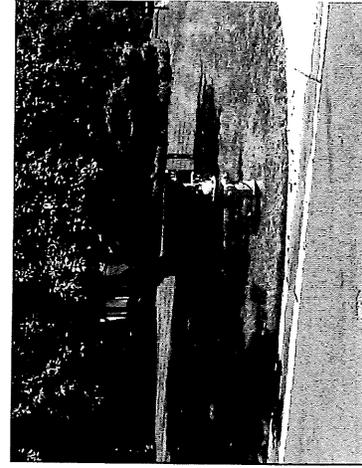
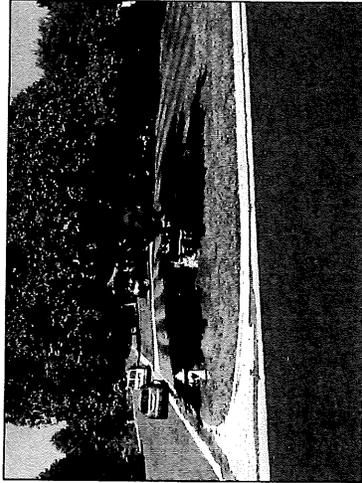
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE NORTHWESTERLY LINE OF SAID LOT 3, BEING S 0°00'07" E, A S PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-L.LEG



SIGN "L" S HUDSON WAY / NASSAU CIRCLE



| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N88°59'46"E | 11.35' |
| L2 | N4°39'46"W | 9.11' |
| L3 | S4°30'28"E | 10.93' |
| L4 | S48°31'17"E | 5.36' |
| L5 | S87°31'32"W | 9.90' |

| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|--------|--------|-------------|----------|
| C1 | 90°00'00" | 31.42' | 20.00' | N45°00'07"W | 28.28' |
| C2 | 33°34'56" | 11.72' | 20.00' | S16°47'36"E | 11.56' |



EVERGREEN SURVEYING, INC.
 8949 HWY 73, SUITE 111-5
 FARMERSBURG, VA 22039
 503-674-3444 503-674-1318
 DATE: 10-23-13
 JOB#: BT0385
 NAME: L

SCALE: 1"=5'

LEGAL DESCRIPTION "M"
EXISTING SIGN ACCESS EASEMENT
LOT 16, BLOCK 1

AN ACCESS EASEMENT OVER A PORTION OF LOT 16, BLOCK 1, CHERRY HILLS NORTH FILING NO. ONE, BEING PART OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 16; THENCE ALONG THE WESTERLY AND SOUTHWESTERLY LINES OF SAID LOT 16 THE FOLLOWING TWO (2) COURSES: THENCE S 0°55'55" W, A DISTANCE OF 119.69 FEET TO A POINT; THENCE 5.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°48'04", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS S 6°58'07" E, A DISTANCE OF 5.50 FEET TO THE POINT OF BEGINNING; THENCE S 85°42'50" E, A DISTANCE OF 10.40 FEET TO A POINT; THENCE S 47°40'46" E, A DISTANCE OF 14.60 FEET TO A POINT; THENCE S 2°26'19" E, A DISTANCE OF 4.27 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID LOT 16; THENCE S 89°59'53" W AND ALONG SAID SOUTHERLY LINE, A DISTANCE OF 2.02 FEET TO A POINT; THENCE 26.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 16, HAVING A CENTRAL ANGLE OF 74°07'58", A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N 52°26'08" W, A DISTANCE OF 24.39 FEET TO THE POINT OF BEGINNING, CONTAINING 175 SQ.FT., MORE OR LESS.

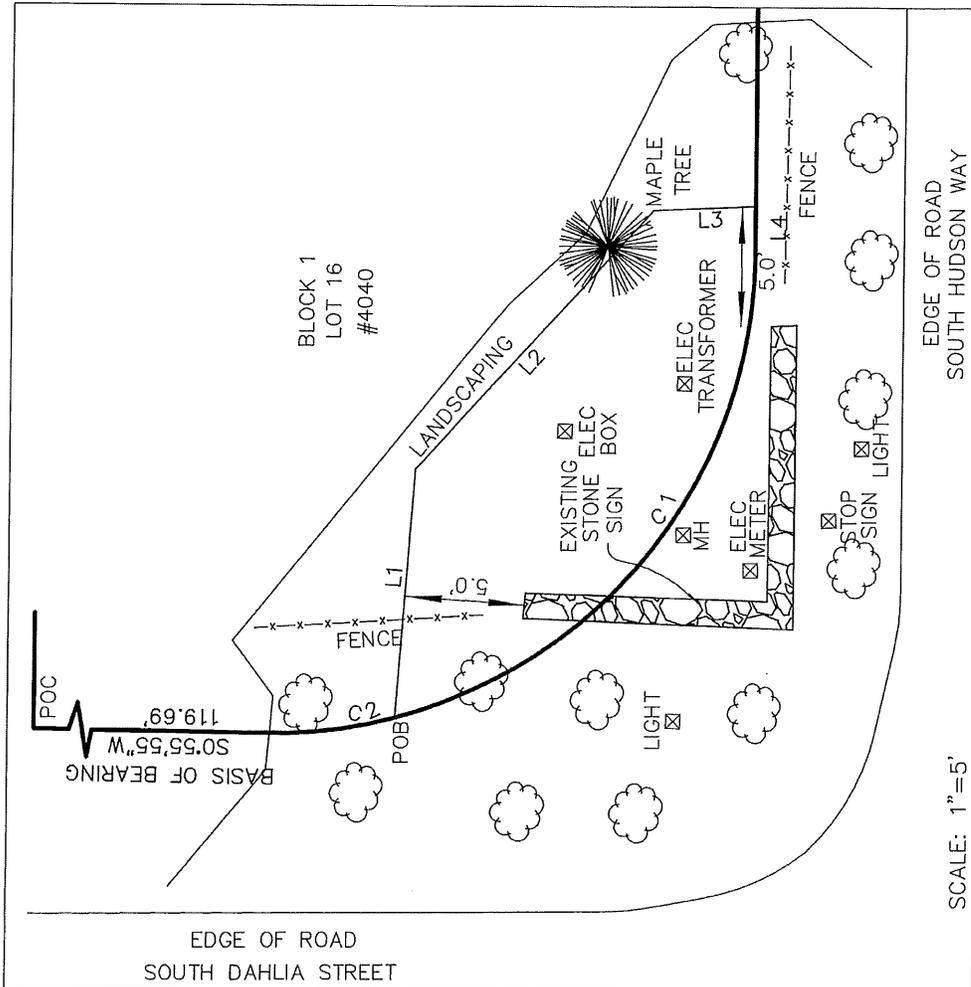
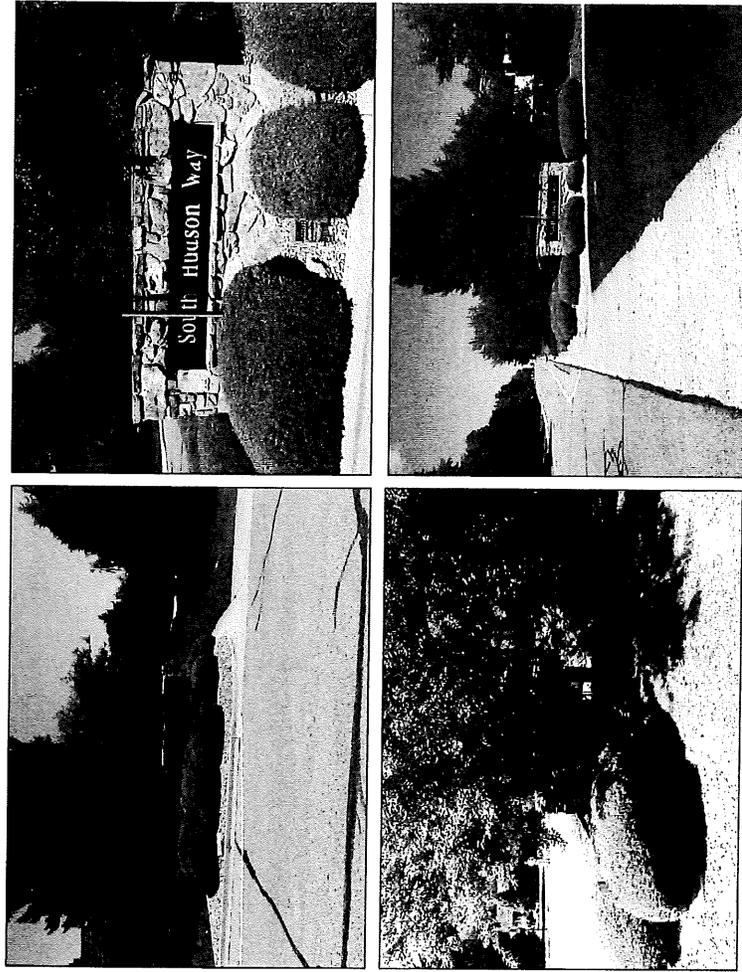
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE WESTERLY LINE OF SAID LOT 16, BEING S 0°55'55" W, AS PLATTED

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-M.LEG



SIGN "M" S HUDSON WAY / CHERRY HILLS NORTH



| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S85°42'50"E | 10.40' |
| L2 | S47°40'46"E | 14.60' |
| L3 | S2°26'19"E | 4.27' |
| L4 | S89°59'53"W | 2.02' |

| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|--------|--------|-------------|----------|
| C1 | 75°07'58" | 26.23' | 20.00' | N52°26'08"W | 24.39' |
| C2 | 15°48'04" | 5.52' | 20.00' | S6°58'07"E | 5.50' |



JOSEPH M. BIONDO
 LICENSED PROFESSIONAL LAND SURVEYOR
 STATE OF MARYLAND
 LICENSE NO. 20136
 EXPIRES 10-25-13
 P.O. BOX 3514
 6948 HWY 73, SUITE W-5
 303-674-3444 303-674-1318

LEGAL DESCRIPTION "N"
EXISTING SIGN ACCESS EASEMENT
LOT 1, BLOCK 7

AN ACCESS EASEMENT OVER A PORTION OF LOT 1, BLOCK 7, CHERRY HILLS NORTH FILING NO. ONE, BEING PART OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE N 0°56'50" E AND ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 121.59 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTHWESTERLY AND NORTHERLY LINES OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES: THENCE 31.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°03'03". A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N 45°28'21" E, A DISTANCE OF 28.05 FEET TO A POINT; THENCE N 89°59'53" E, A DISTANCE OF 4.79 FEET TO A POINT; THENCE S 6°43'14" W, A DISTANCE OF 8.44 FEET TO A POINT; THENCE S 48°31'10" W, A DISTANCE OF 14.53 FEET TO A POINT; THENCE S 82°39'09" W, A DISTANCE OF 13.02 FEET TO THE POINT OF BEGINNING, CONTAINING 305 SQ.FT. MORE OR LESS.

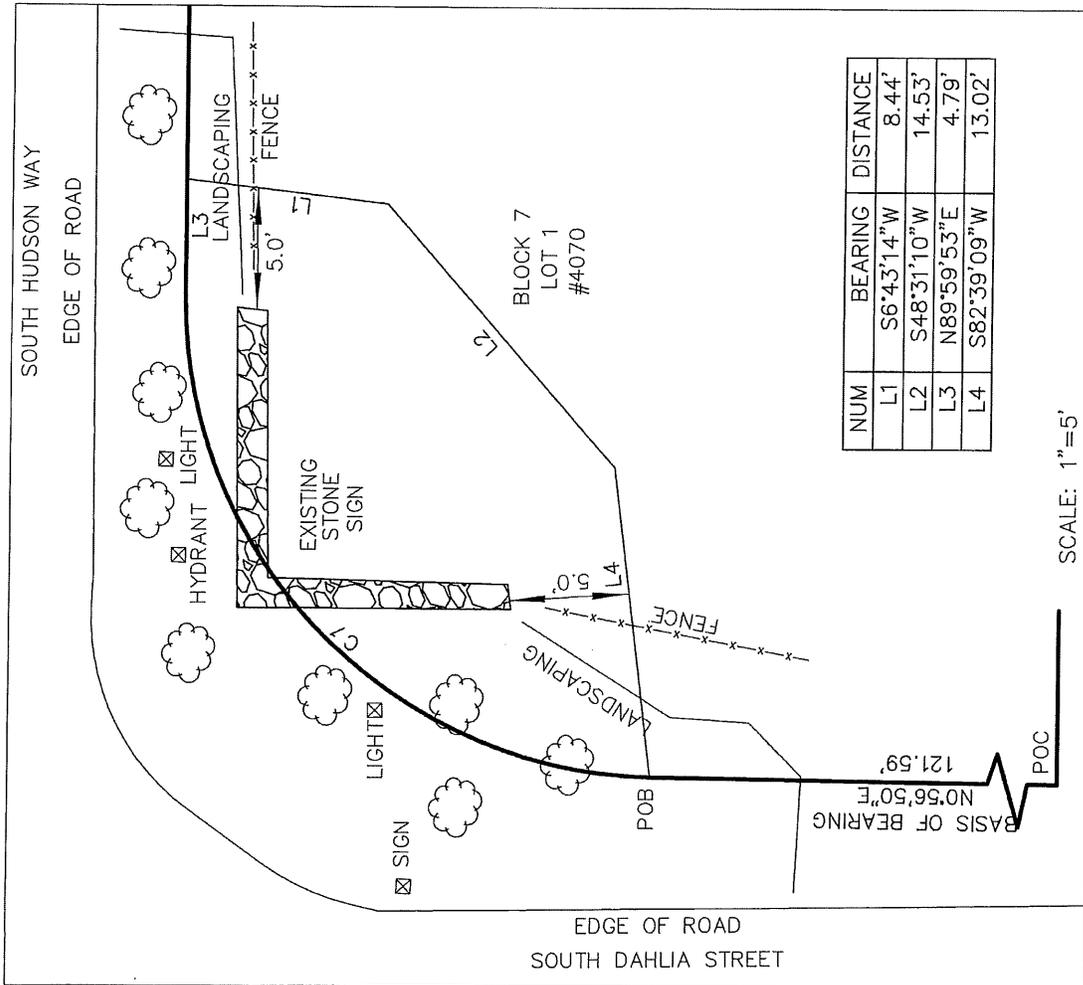
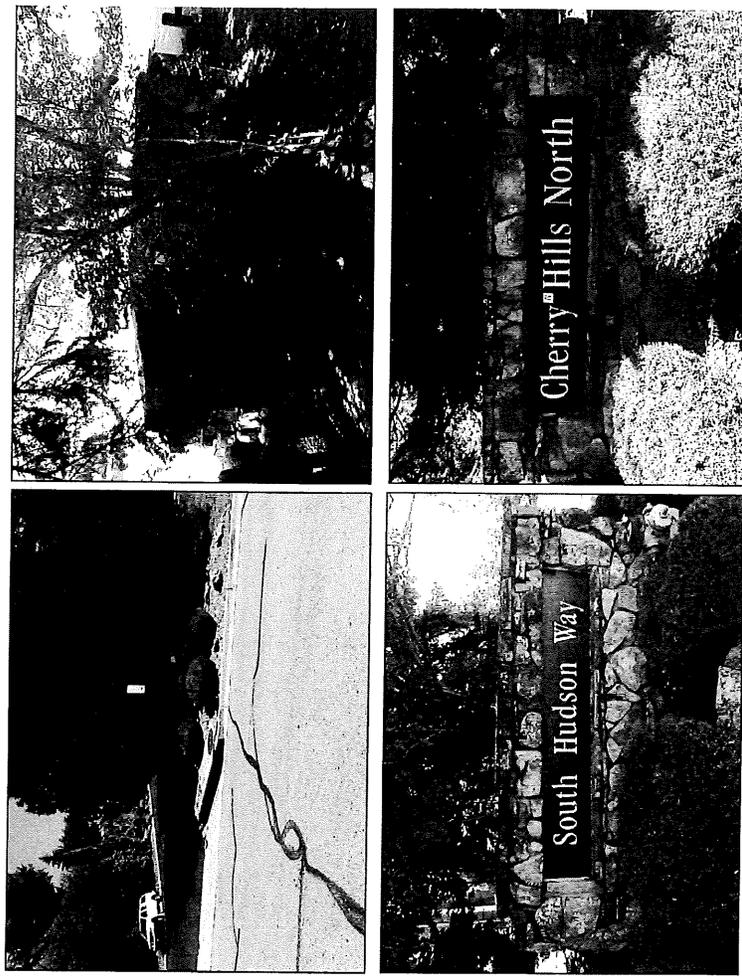
THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

THE BASIS OF BEARING IS THE SOUTHWESTERLY LINE OF SAID LOT 1, BEING N 0°56'05" E, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA, 10-23-13, B10385-N.LEG



SIGN "N" S HUDSON WAY / CHERRY HILLS NORTH



| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|-----------|--------|--------|-------------|----------|
| C1 | 89°03'03" | 31.08' | 20.00' | N45°28'21"E | 28.05' |



EVERGREEN SURVEYING, INC.
 8948 HWY 73, SUITE 100-S
 COLO SPRING, CO 80538
 303-674-3444 303-674-1318
 DATE: 10-23-13
 JOB# B10385
 NAME: N