City of Centennial
12503 E. Euclid Drive #200
Centennial, Co 80111

41'

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TRACY K. BAKER
ARAPAHOE COUNTY

Special Warranty Deed

JUN 19 2003

THIS SPECIAL WARRANTY DEED is made this 18th day of MARCH, 2003, by THE TRUST FOR PUBLIC LAND ("Grantor") and THE CITY OF CENTENNIAL ("Grantee"). 12503 E. Euclid Drive #200, Centennial, Co 80111

WITNESSETH, that the Grantor for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever all that certain real property lying and being in the County of Arapahoe, State of Colorado, containing 7.9357 acres, more or less, described as follows:

PARCEL B LEGAL DESCRIPTION:

LOT 1, BLOCK 3, THE RANCHES OF CHERRY CREEK SUBDIVISION FILING NO. 1:

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 19, T.5S., R.66W., OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING ALL OF PROPOSED LOT 1, BLOCK 3, THE RANCHES AT CHERRY CREEK SUBDIVISION FILING NO. 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 OF SAID SECTION 19; THENCE S89°54'41"W A DISTANCE OF 378.00 FEET ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE CONTINUING S89°54'41"W AND ALONG SAID SOUTH LINE A DISTANCE OF 300.00 FEET; THENCE N44°23'20"W A DISTANCE OF 1318.65 FEET ALONG THE SOUTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO ARAPAHOE INVESTMENT LIMITED BY WARRANTY DEED RECORDED AT RECEPTION NUMBER A6111417; THENCE N52°51'09"E A DISTANCE OF 547.59 FEET ALONG THE NORTHWESTERLY LINE OF SAID ARAPAHOE INVESTMENT PARCEL TO THE POINT OF BEGINNING; THENCE S69°21'40"W ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED TO DENVER WHOLESALE FLORISTS CO. BY QUIT CLAIM DEED RECORDED AT RECEPTION NUMBER A7092395 A DISTANCE OF 337.89 FEET; THENCE N20°38'20"W ALONG THE COMMON LINE OF SAID PROPOSED LOT 1, BLOCK 3, AND LOT 1, BLOCK 2, THE RANCHES AT CHERRY CREEK SUBDIVISION FILING NO. 1 A DISTANCE OF 79.86 FEET TO A POINT AT THE SOUTHEAST CORNER OF TRACT "D", PRAIRIE CREEK SUBDIVISION FILING NO. 2, A SUBDIVISION OF RECORD AT RECEPTION NUMBER A7010615; THENCE N39°26'53"E A DISTANCE OF 1169.75 FEET ALONG THE NORTHERLY LINE OF SAID DENVER WHOLESALE FLORISTS PARCEL AND ALONG THE SOUTHEASTERLY LINE OF BLOCK 2 OF SAID PRAIRIE CREEK

FIRST AMERICAN

KC 75848B01

SUBDIVISION FILING NO. 2; THENCE N60°47'27"E A DISTANCE OF 147.34 FEET ALONG SAID NORTHERLY LINE AND ALONG SAID SOUTHEASTERLY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FRASER STREET AS DEDICATED ON SAID PRAIRIE CREEK SUBDIVISION FILING NO. 2; THEN S20°48'00"E A DISTANCE OF 485.16 FEET ALONG THE EASTERLY LINE OF SAID DENVER WHOLESALE FLORISTS PARCEL; THENCE ALONG THE COMMON LINE OF SAID PROPOSED LOT 1, BLOCK 3, AND LOT 1, BLOCK 1, THE RANCHES AT CHERRY CREEK SUBDIVISION FILING NO. 1. THE FOLLOWING TWO COURSES; THENCE S69°21'39"W A DISTANCE OF 475.46 FEET; THENCE S39°26'53"W A DISTANCE OF 401.06 FEET THE POINT OF BEGINNING.

Together with any and all improvements, fixtures, timber and/or minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, grazing rights, access rights, development rights and mineral rights; (collectively the "Property");

Subject to the following matters of record to the extent they are valid and affect the Property:

1. Perpetual easement and right to overflow over part of subject property as described in Decree of Declaration of Taking by the United States of America recorded January 23, 1951 in Book 706 at Page 450, in connection with the construction and establishment of the Cherry Creek Dam and Reservoir Project. Said easement providing as follows:

A perpetual easement and right to overflow as may be necessary as a result of the construction, maintenance and operation of the Cherry Creek Dam and Reservoir, Colorado, together with the right to go upon the land involved from time to time as occasion may require and remove therefrom natural or artificial structures or obstruction which in the opinion of the representative of the United States in charge may be detrimental to the operation and maintenance of the Cherry Creek Dam and Reservoir Project, over property described as follows:

A tract of land situated in the NE ¼ of Section 19, Township 5 South, Range 66 West of the 6th P.M., Arapahoe County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of said NE ¼ of Section 19; thence South 1922.44 feet; thence North 70°22' East, 100 feet; thence Northwesterly to a point on the North line of said NE ¼, which point is 500 feet East from the place of beginning; thence West 500 feet to the place of beginning.

2. An easement for sewer lines and incidental purposes granted to The Arapahoe Water and Sanitation District by the instrument recorded September 30, 1987 in book 5274 at Page 218.

3. An easement for non-motorized recreational trail and fence and incidental purposes granted to Arapahoe Park and Recreation district by the instrument recorded July 19, 1993 in book 7036 at Page 345.

4. Order for inclusion of subject property in the Arapahoe Water and Sanitation District recorded February 26, 1996 at Reception No. A6022387.

5. Terms, conditions, provisions, agreements and obligations specified under the Inclusion Agreement by and between The Denver Wholesale Florists Company and Arapahoe Water and Sanitation District and the Arapahoe County Water and Wastewater Grantee recorded February 26, 1996 at Reception No. A6022388.

6. Terms, conditions, provisions, agreements and obligations contained in the Easement and Right of Way Agreement recorded February 26, 1996 at Reception No. A6022390.

7. Terms, conditions, provisions, agreements and obligations specified under the Easement for Slope and Drainage by and between The Denver Wholesale Florists Company, a Colorado corporation and the County of Arapahoe, Colorado and Arapahoe Land, LLC, a Colorado limited liability company recorded December 31, 1996 at Reception No. A6164215.

8. The following matters as shown on ATA/ACSM Land Title Survey by Western States Surveying, Inc., dated April 23, 2002, Job No. 20210-001:

a) Overhead utility lines without an apparent easement.

b) Any right, title or interest of the general public, the State of Colorado and/or the United States in and to the bed and banks of Cherry Creek.

9. Easements and notes as shown on the plat of The Ranches of Cherry Creek Subdivision Filing No. 1, recorded March 14, 2003, at Reception No. B3056717.

10. The effect of Preliminary/Final Development Plan of The Ranches of Cherry Creek Subdivision Filing No. 1, recorded March 14, 2003, at Reception No. B3056718.

11. Air Rights Covenant and Avigation Easement recorded February 24, 2003 at Reception no. B3040408 and re-recorded March 14, 2003 at Reception No. B3056766.

12. Dry-Up Covenant between The Denver Wholesale Florists Company and Cherry Creek Basin Water Quality Authority dated March 18, 2003, recorded 3/28/03 at Reception No. B 3064320.

13. Subordination Agreement between Arapahoe Investments Limited Liability Company, The Trust for Public Land and Cherry Creek Basin Water Quality Authority

dated March 18, 2003, recorded 3/28/03 at Reception No. B 3064331.

14. The following restrictions and covenants to which Grantor, Grantor's predecessor-in-interest, and Grantee have expressly agreed are valid and affect the property, and shall be and remain covenants running with the land and enforceable against all subsequent owners of the Property, except the easement Grantor shall hereinafter grant to the Cherry Creek Basin Water Quality Authority shall not be subject to any of the following restrictions and covenants:

"(1) Grantee shall cause the concrete pads and other remaining improvements located on the Property to be demolished and removed and such property rough graded as soon as practicable after the Closing, but in any event such demolition shall be completed within ninety (90) days following the date of Closing; (2) within one year of the Closing date, the Grantee, or Grantee's successors and assigns shall cause and maintain passive improvements to the Property, to consist of: (a) installing irrigation and seeding the Property with naturalistic native grasses, and (b) landscaping that portion of the Property which is adjacent to Fraser Court in a manner to match the existing landscaping along Fraser Court to the east of the existing ranch, any fencing or other architectural landscaping excluded, pursuant to reasonable design and specifications provided by Seller's landscape consultant and as described more fully in Exhibit 1, attached hereto and incorporated herein, and subject to the reasonable restrictions on improvements in the easement granted to the Cherry Creek Basin Water Quality Authority dated March 18, 2003. Under no circumstance shall Grantee's or Grantee's successors or assigns be obligated to construct or maintain any landscaping not specifically described in these Deed Restrictions. For purposes of these Deed Restrictions, Grantee and Grantor's predecessor-in-interest is Mr. Stephen A. Grove ("Grove"). Additional passive improvements not required to be completed within one year of the Closing date may be installed, in the sole discretion of Grantee's successors or assigns, including a parking lot with up to 12 parking spaces, park pavilion, hiking trail(s), and picnic benches or tables. Notwithstanding the foregoing, in the event any governmental entity with regulatory jurisdiction prohibits the use of water at the Property for any passive improvement or landscaping required hereunder, the deadline for installation of the passive improvement(s) or landscaping shall be extended for such time as the passive improvement(s) or landscaping are so prohibited. Thereafter, the Grantee's successors or assigns shall have a reasonable time, not to exceed sixty (60) days, to complete the required passive improvement(s) or landscaping. If Grantee's successors or assigns fail to commence the installation of the passive park landscaping or improvements by the required deadlines herein described, including any extensions thereof, then Grantee's successors or assigns agree to sell and Grove agrees to purchase the Property, for an agreed upon price of $260,000, to be paid in cash or certified funds to Grantee's successors or assigns prior to transfer of title to Grove. If, for any reason, Grantee's successors or assigns should elect in its sole discretion within one year from the Closing date to discontinue the passive park project, Grove shall purchase the Property from Grantee's successors or assigns for $260,000, to be paid in cash or certified funds to Grantee's successors or assigns prior to transfer of title to Grove. An express condition of

Grove's purchase of the Subject Property as described herein is that Grove shall be required and agrees to place a conservation easement upon the Property at Grove's sole cost and expense, including any necessary legal, consulting, or other fees; (3) in the event the Grantee's successors or assigns elect to build an "active recreation" park at any time in the future on the Property, and only in the event of such a determination by a majority vote of the governing body of Grantee's successors or assigns authorized to make such an election, the Grantee's successors or assigns agree to be bound by the following additional design restrictions: (a) the Grantee's successors or assigns shall cause to be constructed base improvements of a berm and trees along the southern boundary of the Property, as follows: a continuous meandering 6 foot high berm approximately centered along the southern property line to turn to the north along the west side of the park, side slopes not to exceed 4:1 and extension into the Property not to exceed 25 feet from the property line at any given point, trees planted as follows: a single row of Colorado blue spruce trees, minimum 8' high at planting, trees planted 15' on center. Entire berm area to be seeded and irrigated; (b) the Grantee's successors or assigns shall cause any active park improvements to be restricted as follows: (i) lighting shall be limited to one light in any park pavilion and one exterior parking lot light; all lights to be downcast, non-glare fixtures, 250 watt maximum; (ii) Parking shall be limited to 40 parking spaces; (iii) the park shall be closed at dusk; (iv) the play fields, if any, shall be for practice only and shall not be used for any scheduled games; (v) any basketball court will be restricted to half court; (vi) any soccer field shall not be painted and be smaller than regulation size; (vii) any playground equipment to be installed will be designed for use by children in the age groups of 2-5 and 5-12 years; (viii) all of the Subject Property shall be seeded and irrigated; (4) The foregoing deed restrictions shall be enforceable by Grantor and/or Grove and that in the event the Grantee's successors or assigns breach any of the foregoing deed restrictions, Grantor and/or Grove shall be entitled to all available remedies at law and in equity, including specific performance."

TO HAVE AND TO HOLD the said Property above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the Property above conveyed, have good, sure, perfect, absolute and indefeasible title, in law, and fee simple, and have good right, full power and lawful Grantee to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the Property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except those set forth above.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming by, through or under Grantor. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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IN WITNESS WHEREOF, the Grantor has executed this instrument on the above written date.

THE TRUST FOR PUBLIC LAND

Peter N. Ives
Regional Counsel

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of March, 2003, by Peter N. Ives, Regional Counsel, The Trust for Public Land, a nonprofit California public benefit corporation, on behalf of said corporation.

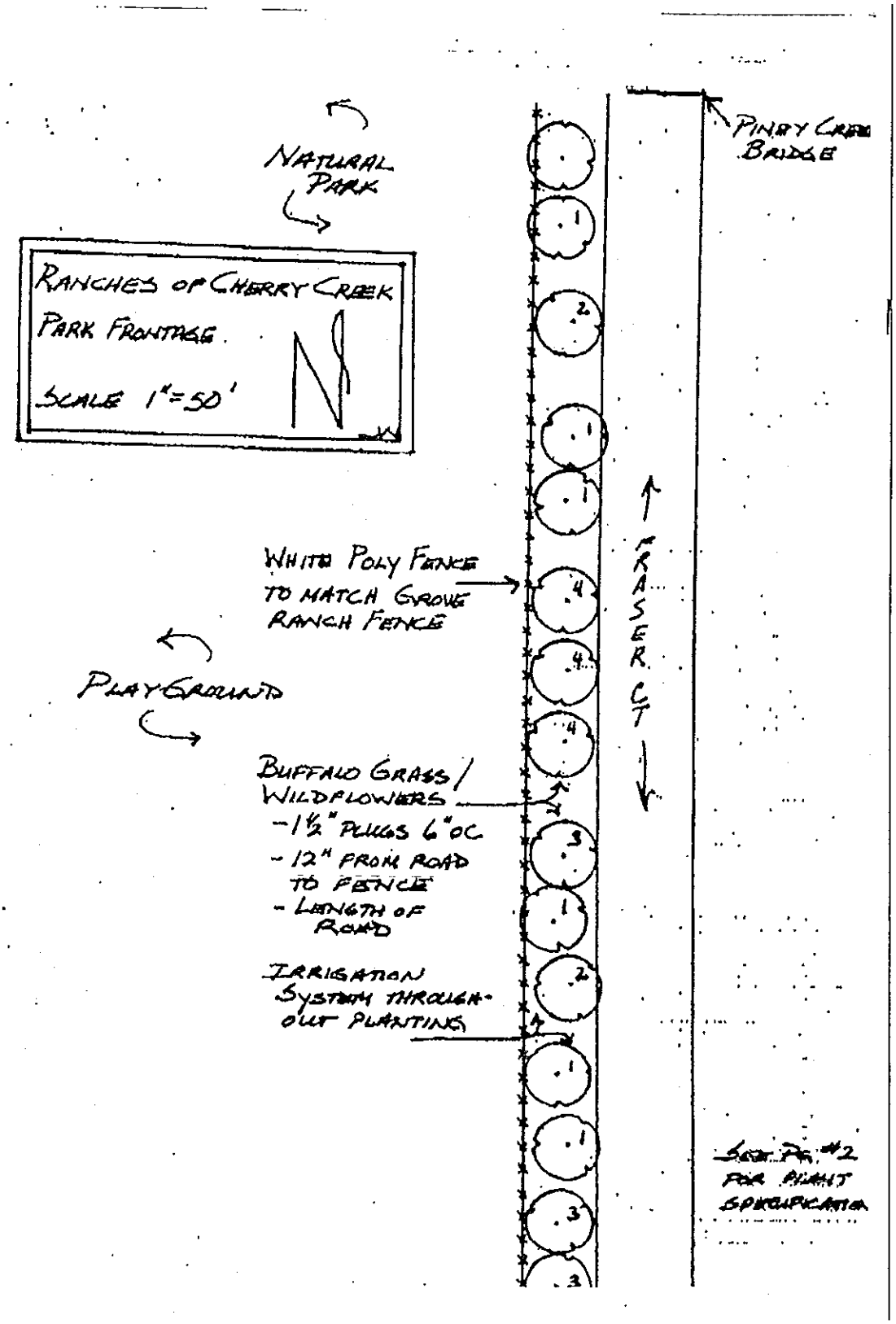
Witness my hand and official seal.

My commission expires: 5/9/06

Notary Public

DIANE C. DAVID
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 5/9/06


NATURAL PARK
RANCHES OF CHERRY CREEK
PARK FRONTAGE
SCALE 1"=50'
N
PINRY CREEK BRIDGE
WHITE POLY FENCE TO MATCH GROVE RANCH FENCE
PLAYGROUND
BUFFALO GRASS/ WILDFLOWERS
-1½" PLUGS 6" OC
- 12" FROM ROAD TO FENCE
- LENGTH OF ROAD
IRRIGATION SYSTEM THROUGHOUT PLANTING
FRASER CT
SEE PG. #2 FOR PLANT SPECIFICATION

Ranches of Cherry Creek
Specification for roadside planting of new park and playground area between Piney Creek Bridge and Grove property.

Trees
Conifers will be 6' tall.
Deciduous material will be a between 1 ½" and 2 " caliper.
Numbers correspond to design

1. Pinus strobiformis "Western White Pine"
2. Celtis occidentalis "Hackberry"
3. Quercus macrocarpa "Burr Oak"
4. Gymnocladus dioica "Kentucky Coffee"

Wildflowers
1 ½" plugs planted throughout the length and width of the area between the road and the fence, 6"OC. Plan for coverage of 50% of the area. This will be an integrated planting of grass and wildflowers.

Anemone patens "Windflower"
Castilleja integra "Indian Paint Brush"
Linum perenne "Blue Flax"
Penstemon strictus "Rocky Mountain Penstemon"
Penstemon barbatus "Scarlet Bugler"
Lupinus argenteus "Silver Lupine"
Oxytropis sericea "Silky Locoweed"
Zinnia grandifloras "Prairie Zinnia"
Oenothera caespitosa "Stemless Evening Primrose"
Monarda fistulosa 'Wild Bergamot"
Aster X frikartii

Buffalo grass
1 ½" plugs planted throughout the length and width of the area between the road and the fence, 6"OC. Plan for coverage of 50% of the area. This will be an integrated planting of grass and wildflowers.

Irrigation
Design and install for full coverage the length and width of the area between the road and the fence.