

**SWINK ANNEXATION  
AND DEARMIN EAST AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Approval Date**"), by and between the TOWN OF ERIE, a Colorado municipal corporation (the "**Town**"), and ERIE LAND COMPANY, LLC a Delaware limited liability company (the "**Owner**"), (collectively the "**Parties**" and each a "**Party**").

**RECITALS**

A. Owner owns all of that certain real property legally described on **Exhibit 1** attached hereto, which property is currently located in unincorporated Weld County, Colorado (the "**Property**" or the "**Swink Annexation**");

B. The Erie Board of Trustees (the "**Town Board**") is the governing body of the Town, with the legal authority to approve annexation of unincorporated territory into the Town pursuant to the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.* (the "**Annexation Act**");

C. Owner has executed and filed with the Town a Petition for Annexation of the Property into the Town (the "**Petition**"), which Petition was found by the Town Board to be in substantial compliance with the requirements of the Annexation Act, and the Property was found by the Town Board to be eligible for annexation under the Annexation Act;

D. Owner proposes to develop the Property together with the previously annexed, adjacent property it also owns, known as Dearmin East, legally described in **Exhibit 2** ("**Dearmin East**"), as a master planned mixed-use commercial and residential development;

E. The development of Dearmin East was the subject of prior agreements between Owner or its predecessor(s) and the Town, which agreements have been rendered inapplicable by termination and release agreements recorded with the Weld County Clerk and Recorder in 2013 and 2017 at Reception Nos. 3983026 and 4339800, respectively;

F. The development of the Swink Annexation together with the development of Dearmin East is referred to collectively herein as the "**Project**," as conceptually shown in **Exhibit 3**; and

G. The Parties desire to set forth in this Agreement their understanding relative to the annexation, zoning, development, and future use of the Property and the Project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

**Section 1. General Provisions.**

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated into and made substantive provisions of this Agreement.

1.2 Defined Terms. Any initially capitalized terms used but not defined herein shall have the definitions attributed to them in Title 10 of the Erie Municipal Code (the "**Code**"). As used herein, "Code" means the Erie Municipal Code and any standards, specifications, plans or regulations adopted by reference therein.

1.3 Legal Challenge. As used in this Agreement, "**Legal Challenge**" means: any judicial proceeding or other legal action brought by a third party, including referendum or initiative, that challenges this Agreement, the annexation of the Property to the Town (the "**Annexation**"), the initial zoning of the Property (the "**Zoning**"), or any of the Town's resolutions or ordinances approving this Agreement, the Annexation, or the Zoning. If a Legal Challenge occurs, this Agreement shall not become effective until the entry of a final, non-appealable order resolving such Legal Challenge substantially in favor of the Town and Owner (the "**Resolution of the Legal Challenge**"). The Parties covenant and agree to cooperate in good faith in the event of a Legal Challenge.

1.4 Effective Date. This Agreement shall not become effective until the later to occur of the following: (a) the date on which the Town Board's approval of the Annexation and the Zoning (collectively, the "**Approvals**") becomes final and non-appealable; or (b) the Resolution of the Legal Challenge.

1.5 Rescission without Penalty. Notwithstanding any other provision of this Agreement, should the Approvals or the Resolution of the Legal Challenge not occur, any Party shall be entitled to rescission of this Agreement without any penalty whatsoever and, if the Annexation has been completed, Owner shall be entitled to commence disconnection proceedings.

1.6 Successful Legal Challenge Contingency. If a Legal Challenge successfully voids, enjoins, or otherwise invalidates this Agreement, the Approvals, or any portion thereof, and the Parties do not enter into a written agreement to cure the defect, either of the Parties shall have the right to terminate this Agreement.

1.7 Oil and Gas Access Roads. All oil and gas access roads located on the Project shall be considered a current obligation between Owner and the oil and gas company(s). Owner shall enter into Surface Use Agreements that shall be recorded against the property, with the oil and gas companies and mineral rights owners for a relocation plan of wells, future drilling sites, collector lines, tanks and batteries, and access roads. Owner shall be responsible for providing screening, fencing and road access, in conformance with the Code. The Town shall not be responsible for any maintenance of any current oil and gas access road.

## **Section 2. Code Requirements.**

2.1 The Project will be treated as one development when applying the requirements of the Code.

2.2 The Town agrees to review the Project in an expedited manner by considering Owner's initial concept plan, as reviewed as part of the initial zoning application for the Project, as the sketch plan for the Project as required by Section 10.7.7(C) of the Code.

### **Section 3. Water and Sewer Service.**

3.1 Water service to the Project shall be provided by the Town, subject to this Agreement. If the Project is not already in the Northern Colorado Water Conservancy District and/or the Municipal Subdistrict, Owner agrees to include the Project's property in said District(s) and to the payment of any fees and taxes levied by the District(s) as a condition of said inclusion prior to receiving water service from the Town. In addition, prior to receiving water service from the Town Owner shall exclude the Project's property from the Left Hand Water District if such property is currently within said District. Owner hereby acknowledges its receipt of a copy of the Code, Titles 2 and 8, as amended, concerning Town policy with respect to obtaining water service from the Town, the dedication of water rights to the Town in connection with annexations, the extension of water lines and pumping facilities to the Project, the costs of water service, and the rates for potable and non-potable water service. Owner agrees to comply with the Code, Titles 2 and 8, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the Property. The Town and Owner agree that such dedications are directly related to and generated by development intended to occur within the Project and that no taking thereby will occur requiring any compensation.

3.1.1 The extension of potable water mains or trunk lines shall be in accordance with the Code. Owner shall install at its sole cost and expense, all the potable water mains, trunk lines, pumping facilities and appurtenances necessary to provide service from the Town's system to the Project (the "**Water Extensions**"). Owner acknowledges that the Water Extensions may include the oversizing of lines and pumping facilities that will benefit future development of other properties. Owner shall install at its sole cost and expense, all the potable water lines, fire hydrants and appurtenances within the Project. Water lines lying within the dedicated right-of-way shall be dedicated to the Town after construction. Any reimbursements to Owner for over sizing of water lines will be subject to a separate agreement.

3.1.2 The Town does not warrant the availability of water service to Owner for any phase of development. A determination of water service availability by the Town shall be made by a water system analysis at the time Owner requests water taps. In the event that the Town determines that it has insufficient water service availability, no water taps shall be issued until such time as there is water service availability.

3.1.3 Fees in lieu of water dedication shall be the existing Town Fees in Lieu of Dedication (potable water rights fee) at the time a water tap is requested or required. Fees in Lieu of Dedication shall be paid when (a) a building permit for a structure is issued; or (b) upon issuance of a potable landscape irrigation tap.

3.1.4 Potable water tap fees shall be the existing Town Potable Water Tap Fees at the time a water tap is requested or required. Potable Water Tap Fees shall be paid when a building permit for a structure or landscape irrigation is requested from the Town.

3.1.5 Owner represents to the Town, to the current knowledge of Owner, that the tributary and non-tributary water rights listed on **Exhibit 4**, attached hereto and incorporated herein by this reference, constitute all of the adjudicated water rights

appurtenant to the Project. In accordance with the Code, Title 8, as amended, and existing Town policy, the Town shall have the right to purchase historical adjudicated surface water rights from the Property at fair market value.

3.1.6 Owner agrees that the Project shall connect to the Town's non-potable water system and utilize non-potable water for irrigation purposes, and, as such, Owner agrees to construct a non-potable water line from the Town's existing non-potable water tank on WCR 5 to the non-potable connection point for the Project. Owner shall install at its sole cost and expense all the non-potable water lines and appurtenances within the Project.

3.1.7 The non-potable water tap fee shall be the existing Non-potable Water Tap Fee at the time an irrigation tap is requested or required. The Non-potable Water Tap Fee shall be paid when a non-potable irrigation tap is issued.

3.2 Sewer service to the Project shall be provided by the Town, subject to this Agreement. Owner hereby acknowledges receipt of a copy of the Code, Title 8, concerning the Town's policy with respect to obtaining sewer service from the Town and the extension of sewer lines to the Project. Owner agrees to comply with the Code, Title 8, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the subject Project. The Town and Owner agree that dedications required by the Code, Title 8, are directly related to and generated by the Project and that no taking thereby will occur requiring any compensation.

3.2.1 The extension of sewer mains or trunk lines shall be in accordance with the Code, Title 8. Owner shall install, at its sole cost and expense, all the sewer mains, trunk lines, sewer lift stations, and appurtenant facilities necessary to connect to the Town's system (the "**Sewer Extensions**"). Owner acknowledges that these Sewer Extensions may include the oversizing of lines for future development of other properties. Owner shall install at its sole cost and expense, all the sewer lines and appurtenances within the Project. Sewer lines lying within the dedicated right-of-way shall be dedicated to the Town after construction and acceptance by the Town. Any reimbursements to Owner for over sizing of sewer lines, sewer lift stations and appurtenant facilities will be subject to a separate agreement.

3.2.2 The Town does not warrant the availability of sewer service to Owner for any phase of the Project. A determination of sewer service availability by the Town shall be made by a sewer system analysis at the time Owner requests sewer taps. In the event that the Town determines that it has insufficient sewer service availability, no sewer taps shall be issued until such time as there is sewer service availability.

3.2.3 Sewer tap fees shall be the existing Town fees at the time that a sewer tap is requested or required. Sewer tap fees shall be paid when a building permit for a structure is requested from the Town.

3.2.4 Owner acknowledges that all sewer lines for the Project, including without limitation the property dedicated as a school site, shall connect to the west into the existing Colliers Hill sanitary sewer outfall.

3.2.5 Owner acknowledges that Owner shall reimburse the St. Vrain Valley School District for its proportional share of the Colliers Hill sanitary sewer outfall.

3.3 Water Rights. Upon Town's request, Owner shall dedicate any adjudicated water rights to the Town that are appurtenant to the Project as set forth in the Code. In addition, Owner shall convey to the Town all unadjudicated nontributary ground water rights associated with the Project.

#### **Section 4. Fees and Exactions.**

4.1 General. Owner shall pay the impact fees and satisfy the dedication requirements set forth in this Section 4.

4.2 School Impact Fees. Owner shall pay applicable school impact fees or make required dedications in lieu thereof for any given phase of the Project. The school impact fees shall be calculated and payable at the time of issuance of the first building permit for a dwelling unit within such phase in accordance with the Code, as amended. Dedication of a school site consistent with the Town's current intergovernmental agreement with the St. Vrain Valley School District shall be required. A general school site has been established as shown on **Exhibit 5**, attached hereto and incorporated herein. The school site area shall be zoned Public Lands and Institutional (PLI) on the initial zoning map for the Project.

4.3 Parks, Open Space and Trails. Owner shall meet the park and open space dedication requirements as set forth in the Code at the time of subdivision (excluding the Annexation Subdivision) based on the number of residential units approved in the preliminary plat(s). The Town shall own and maintain all open space, neighborhood park and community park lands after dedication by Owner as required by the Code.

4.3.1 The general topography within Town-owned open space areas of the Project shall be preserved. Open space shall remain free from the impacts of the development of the Project, including without limitation the location of utilities (other than the Town's Master Water Plan pipes and any water tank, which shall be permitted), grading for adjacent lots, construction of roads, and school construction.

4.3.2 Owner shall preserve the Project's high point and the immediate area surrounding the high point, as an uninterrupted and undeveloped open space, as shown in **Exhibit 5**. A Town park may be located within this area. This area shall be zoned Agricultural/Open Space on the initial zoning map for the Project. This area shall be conveyed to the Town at the Town's request.

4.3.3 Pocket parks shall be constructed within the Project by Owner in accordance with the Code. The improvements required for each pocket park shall be determined at the time of preliminary plat for the area of the Project in which each pocket park is located. Pocket parks shall be owned and maintained by a special district or a homeowner's association, as applicable.

4.3.4 A neighborhood park shall be dedicated and constructed within the Project in accordance with the Code. The Town shall be solely responsible for design and construction of the park at Owner's expense as set forth herein: (a) Owner shall provide

\$500,000 to the Town at the time the final plat by which the park is dedicated is recorded; and (b) Owner shall provide an additional \$2,500,000 to the Town within 30 days of the Board of Trustees approving the process to accept bids to build the park. The amount of \$3,000,000 represents Owner's total financial obligation for the neighborhood park within the Project. All such funds shall be used within the boundaries of the Project.

4.3.5 Trails shall be constructed as an integral feature of the Project in accordance with the Code. All trails and rights-of-way shall be dedicated to the Town or easements for them shall be granted to the Town. In addition to the Project-wide trail system required by the Code and PROST, the Project shall include a public trail from the Town Open Space to Weld County Road 7 and ultimately to the intersection of Weld County Road 7 and Erie Parkway, in an alignment approved by the Town.

## **Section 5. Owner Obligations.**

5.1 Plans. With input from the Town, Owner shall prepare all applications and related plans for the Project at Owner's sole cost.

5.2 Construction of Public Improvements. In consideration for the Town's approval of the Project, Owner shall construct and install all public improvements in accordance with the Code and all other applicable law, except as otherwise provided herein. With each final plat application, Owner shall submit a development agreement, in a form approved by the Town, to guarantee the construction of public improvements associated with that final plat application. In particular and without limitation, Owner agrees to the following:

5.2.1 Construction of the south half of the Town's standard 4 Lane Principal Arterial section for Erie Parkway from WCR 5 to WCR 7. Construction of this improvement shall not be phased; the entire improvements for the Project shall be constructed at one time. However, the timing shall be determined by future development agreements and traffic studies for the Project.

5.2.2 The Erie Parkway Corridor Study (the "**Study**") preferred alternative includes a trail underpass within the Swink parcel. As part of the Project, this aspect of the Study shall be implemented with the final phase of the Project.

5.2.3 Owner shall construct the east half of the Town's standard 4 Lane Minor Arterial section for WCR 5 from Erie Parkway to WCR 6. Timing and phasing shall be determined by future development agreements and traffic studies for the Project.

5.2.4 Owner shall pay cash-in-lieu for the cost of construction of the west half of the Town's standard 4 Lane Principal Arterial section for WCR 7 for those portions to which the Project fronts. Payment shall be made to the Town at the time the St. Vrain School District obtains a building permit for the school to be located within the Property.

5.2.5 Owner shall construct any traffic signal and associated turn lane and safety improvements as the Town may deem necessary because of the Project.

5.2.6 Owner shall construct at least two road connections from the Project to Dearmin East to the west.

5.3 Dedication. Following acceptance by the Town, all public roads, utility easements, trails and rights-of-way shall be dedicated to the Town. Owner shall install, at Owner's, expense, street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Model Traffic Code, as amended, and other applicable legal requirements. The total cost of street light installation shall be Owner's obligation. The type of street lights shall be chosen by the Town. Owner shall provide a 2-year guarantee for all improvements from the time of final acceptance by the Town.

5.3.1 Public improvements constructed by or on behalf of Owner shall be conveyed or dedicated to the Town for ownership, operation, and maintenance subject to final acceptance by the Town, except as otherwise provided herein.

5.3.2 All such dedications shall be free and clear of any liens and monetary encumbrances, and any other encumbrances objected to by the Town, and shall be provided along with title insurance in an amount determined by the Town. Such dedications as may be required by the Town shall occur immediately upon request of the Town except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the Town specifies another time. The Town and Owner agree that such dedications are directly related to and generated by development intended to occur within the Project and that no taking thereby will occur requiring any compensation.

5.3.3 Owner shall dedicate all utility easements to the Town. All utility easements shall be for the use and the benefit of the various entities furnishing utility services, i.e., electrical, telephone, gas, TV cable, water and sewer. ALL UTILITIES SHALL BE PLACED UNDERGROUND, except as otherwise permitted for Western Area Power Administration distribution lines.

5.3.4 At the time of each preliminary plat, Owner shall provide the Town with accurate information on the location of underground gas lines and other facilities existing on the Project. Owner may propose to relocate underground gas lines and other facilities to new locations, but relocation of any underground gas lines or other facilities shall be subject to the Town's approval.

5.4 Applicable Law. Owner shall comply with all applicable laws, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater, or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; and the protection of human health, safety, or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("**CERCLA**"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("**RCRA**"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the

Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect.

## **Section 6. Remedies.**

6.1 Available Remedies. Upon a breach of this Agreement by any Party, the non-breaching Parties shall be entitled to pursue all remedies allowed by law or in equity, and the exercise of one remedy shall not preclude the exercise of any other remedy.

6.2 Remedy of Disconnection. No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement, other than as provided in Section 1.5 and by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such property or portion thereof.

## **Section 7. Miscellaneous.**

7.1 Amendments. This Agreement may be amended only with the prior written approval of all of the Parties and any such amendment shall be recorded in the Weld County, Colorado, real property records.

7.2 Notices.

To Owner:	Erie Land Company, LLC c/o Legal Department Southern Land Company, LLC 3990 Hillsboro Pike, Suite 400 Nashville, Tennessee 37215 <a href="mailto:Legal.notices@southernland.com">Legal.notices@southernland.com</a> Telephone: 615-778-3150
With A Copy To:	Otten Johnson Robinson Neff + Ragonetti PC 950 17th Street, Suite 1600 Denver, Colorado 80202 Attention: Thomas J. Ragonetti, Esq. Telephone: 303-825-8400
To Town:	Town of Erie P.O. Box 750 Erie, Colorado 80516 Attention: Town Administrator Telephone: 303-926-2711

7.3 Entire Agreement. This Agreement constitutes the entire and final understanding among the Parties with respect to the subject matter hereof, other than subsequent development

agreements affecting the Project. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

7.4 Assignment. Owner may assign to one or more successor developers or a special district all or any part of its obligations and rights under this Agreement in accordance with the terms and conditions of this Agreement, any applicable service plan for a special district, and applicable law. A special district may assign to one or more additional metropolitan districts all or any part of its obligations and rights under this Agreement in accordance with the terms and conditions of this Agreement, any applicable service plan for the district, and applicable law. Where used in this Agreement, the term Owner shall also mean any of the lawful successors or assigns of Owner, and all such successors and assigns shall be bound by and have the right to enforce this Agreement.

7.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Project, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk and Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

7.6 Indemnification. Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property or the development of the Project, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the Property and the development of the Project, or which are in any manner connected with the Town's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Town's option to pay the attorney's fees for defense counsel of the Town's choice for, any such liability, claims, or demands.

7.7 Amendments to Governing Ordinances, Resolutions and Policies. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon Owner.

7.8 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the Parties, continue in full force and effect.

7.9 Third Parties. There are no intended third-party beneficiaries to this Agreement.

7.10 Conflict with Other Provisions of the Code. In the event any provision of this Agreement conflicts with any provision of the Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter.

7.11 Reimbursement for Other Costs. Owner shall reimburse the Town for any third-party costs necessary for the orderly and proper development of the Project, including but not limited to

consultant's fees for planning and engineering, and attorney fees for legal services beyond the normal document review, which is directly linked to the Project.

7.12 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

7.13 No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

7.14 Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

7.15 Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

7.16 Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

*[Remainder of page intentionally left blank; signatures appear on following pages]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Approval Date.

**TOWN OF ERIE:**

Jennifer Carroll, Mayor

ATTEST:


Joanne Salser, Deputy Town Clerk

**OWNER:**

ERIE LAND COMPANY, LLC,  
a Delaware limited liability company

By: Redwood-Southern Land Investment  
and Development, LLC,  
a Maryland limited liability company,  
its Sole Owner

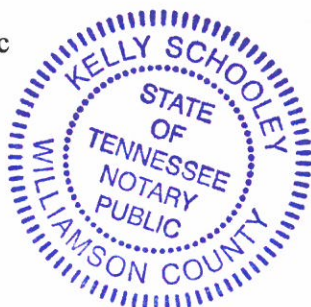
By: Southern Land Company, LLC,  
a Tennessee limited liability company,  
its Manager

By:   
Name: Brian Sewell  
Title: President

STATE OF TENNESSEE )  
COUNTY OF Davidson ) ss.

On this 21 day of January, 2020, before me personally appeared Brian Sewell, to me known to be the person described in and who executed the foregoing instrument, as President of Southern Land Company, LLC, a Tennessee limited liability company, Manager of Redwood-Southern Land Investment and Development, LLC, a Maryland limited liability company, Sole Owner of Erie Land Company, LLC, a Delaware limited liability company, and acknowledged that such person executed the same as such person's free act and deed.

My commission expires:  
(S E A L)  
Notary Public



Kelly Schooley

**My Commission Expires May 25, 2020**

**EXHIBIT 1**  
**LEGAL DESCRIPTION – SWINK ANNEXATION**

A PORTION OF THE East ½ of Section 21, Township 1 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Weld, State of Colorado.

Basis of Bearings: Assuming the South line of the Southeast corner of Section 21, Township 1 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, as monumented by a No. 6 Rebar with a 2 inch aluminum cap marked "LS 25937 1995" at the Southeast corner of said Section 21 and a No. 6 Rebar with a 3 ¼ inch aluminum cap marked "LS 13155 1998" at the South ¼ corner of said Section 21 to bear South 89°23'58" West, a distance of 2684.63 feet with all bearings contained herein relative thereto.

Beginning at the Southeast corner of said Section 21;

Thence South 89°23'58" West along said South line of the Southeast ¼ of Section 21 a distance of 2,684.63 feet to the South ¼ corner of said Section 21;

Thence North 00°16'05" West along the West line of the Southeast ¼ of said Section 21 a distance of 1,426.59 feet to the Northerly line of said 50 foot wide Ditch Parcel as described in Book 63 at Page 464 and the Point of Beginning;

Thence North 00°16'05" West continuing along said West line of the Southeast ¼ of Section 21 a distance of 1,223.81 feet to the Center ¼ corner of Section 21;

Thence North 00°16'06" West along the West line of the Northeast ¼ of Section 21 a distance of 2,649.86 feet to the North ¼ corner of Section 21;

Thence North 89°38'36" East along the North line of the Northeast ¼ of said Section 21 a distance of 1,250.37 feet to the Westerly line of said 50 foot wide Ditch Parcel as described in Book 63 at Page 464;

Thence along the Westerly and Southerly line of said ditch the following eleven (11) courses:

South 00°49'26" West a distance of 411.56 feet;

South 00°42'57" West a distance of 225.38 feet;

South 01°25'12" East a distance of 155.38 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 97°55'18", a radius of 47.00 feet and an arc length of 80.33 feet;

North 80°39'30" East a distance of 123.80 feet;

North 73°56'17" East a distance of 64.14 feet;

North 74°41'14" East a distance of 127.29 feet;

North 77°11'24" East a distance of 214.63 feet;

North 79°40'39" East a distance of 294.87 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 32°50'33", a radius of 575.00 feet and an arc length of 329.60 feet;

South 67°28'48" East a distance of 260.91 feet to the East line of the Northeast ¼ of Section 21;

Thence South 00°29'40" East along said East line of the Northeast ¼ of Section 21 a distance of 471.43 feet to the Northerly line of a parcel conveyed to Left Hand Water District as described at Reception No. 3833970;

Thence South 89°30'19" West along said Northerly line a distance of 530.00 feet to the Northwest corner of said Parcel;

Thence South 00°29'41" East along the Westerly line of said Parcel a distance of 680.00 feet to the Southwest corner of said Parcel;

Thence North 89°30'19" East along the Southerly line of said Parcel a distance of 530.00 feet to said East line of the Northeast ¼ of Section 21;

Thence South 00°29'40" East along said East line of the Northeast ¼ of Section 21 a distance of 90.15 feet to said Northerly line of the 50 foot wide Ditch Parcel as described in Book 63 at Page 464;

Thence along said Northerly line the following thirty two (32) courses:

South 51°26'38" West a distance of 109.05 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 31°10'54", a radius of 375.00 feet and an arc length of 204.08;

South 82°37'33" West a distance of 226.27 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 13°43'39", a radius of 525.00 feet and an arc length of 124.41 feet;

North 83°47'48" West a distance of 212.21 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 20°51'49", a radius of 565.00 feet and an arc length of 205.74 feet;

South 75°20'23" West a distance of 6.27 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 22°53'26", a radius of 225.00 feet and an arc length of 89.89 feet;

South 52°26'57" West a distance of 22.72 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 46°45'36", a radius of 165.00 feet and an arc length of 134.66 feet;

South 05°41'21" West a distance of 106.91 feet;

South 01°41'27" West a distance of 92.68 feet;

South 01°00'54" West a distance of 269.23 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 09°38'04", a radius of 1,075.00 feet and an arc length of 180.76 feet;

South 10°38'58" West a distance of 50.93 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 05°50'26", a radius of 1,225.00 feet and an arc length of 124.87 feet;

South 16°29'24" West a distance of 29.52 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 45°35'42", a radius of 235.00 feet and an arc length of 187.01 feet;

South 62°05'05" West a distance of 52.47 feet;

South 57°50'12" West a distance of 48.87 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 24°38'29", a radius of 150.00 feet and an arc length of 64.51 feet;

South 33°11'43" West a distance of 111.15 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 36°47'55", a radius of 200.00 feet and an arc length of 128.45 feet;

South 69°59'39" West a distance of 171.86 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 12°52'09", a radius of 925.00 feet and an arc length of 207.76 feet;

South 57°07'30" West a distance of 139.10 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 21°33'51", a radius of 200.00 feet and an arc length of 75.27 feet;

South 78°41'20" West a distance of 119.10 feet to a point of curve,

Along the arc of a tangent curve to the right, having a central angle of 33°20'04", a radius of 145.00 feet and an arc length of 84.36 feet;

North 67°58'36" West a distance of 47.24 feet to a point of curve,

Along the arc of a tangent curve to the left, having a central angle of 35°56'55", a radius of 275.00 feet and an arc length of 172.54 feet;

South 76°04'29" West a distance of 23.27 feet to the Point of Beginning,

Excepting therefrom that Parcel of land dedicated to Weld County as a Public Highway in that Deed of Dedication recorded July 22, 1996 at Reception No. 2502152.

Subject to the rights-of-way for County Road Numbers 7 and 8 described in Book 86 at Page 273,

County of Weld,  
State of Colorado.

**EXHIBIT 2**  
**LEGAL DESCRIPTION – DEARMIN EAST**

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 ASSUMED TO BEAR NORTH 89°38'17" EAST, A DISTANCE OF 2663.55;

**COMMENCE** AT THE NORTHWEST CORNER OF SAID SECTION 21;  
THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, A DISTANCE OF 79.42 FEET;  
THENCE SOUTH 00°21'43" EAST A DISTANCE OF 70.00 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED \_\_\_\_\_, 2019 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDED UNDER RECEPTION NUMBER \_\_\_\_\_  
ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREINAFTER

DESCRIBED;

THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 1,116.48 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 8, 2005 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDED UNDER [RECEPTION NUMBER 3338310](#);

THENCE NORTH 00°21'43" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 40.00 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT DATED APRIL 18, 1889 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER IN COMMISSIONER'S [BOOK 5 PAGE 205](#);

THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 218.38 FEET;  
THENCE SOUTH 00°21'43" EAST, A DISTANCE OF 40.00 TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 00°21'43" EAST;

THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°59'58" AN ARC DISTANCE OF 23.56 FEET;

THENCE SOUTH 00°21'41" EAST, A DISTANCE OF 126.22 FEET TO A TANGENT 530.50 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;

THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°27'45" AN ARC DISTANCE OF 41.32 FEET TO A 15.00 FOOT REVERSE CURVE;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 90°08'48" AN ARC DISTANCE OF 23.60 FEET TO A 475.00 FOOT RADIUS COMPOUND CURVE;

THENCE EASTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 04°18'58" AN ARC DISTANCE OF 35.78 FEET;

THENCE NORTH 89°38'19" EAST, A DISTANCE OF 97.49 FEET;

THENCE SOUTH 00°10'50" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 54.91 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°21'41" AN ARC DISTANCE OF 23.66 FEET;

THENCE NORTH 89°38'19" EAST, A DISTANCE OF 169.48 FEET TO A TANGENT 45.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°20'58" AN ARC DISTANCE OF 54.47 FEET;

THENCE SOUTH 21°00'43" EAST, A DISTANCE OF 171.15 FEET TO A 2,249.61 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 24°04'09" EAST;

THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°55'09" AN ARC DISTANCE OF 75.35 FEET TO A 15.00 FOOT REVERSE CURVE;

THENCE NORTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 88°51'43" AN ARC DISTANCE OF 23.26 FEET;

THENCE NORTH 68°59'17" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 68°59'17" EAST;

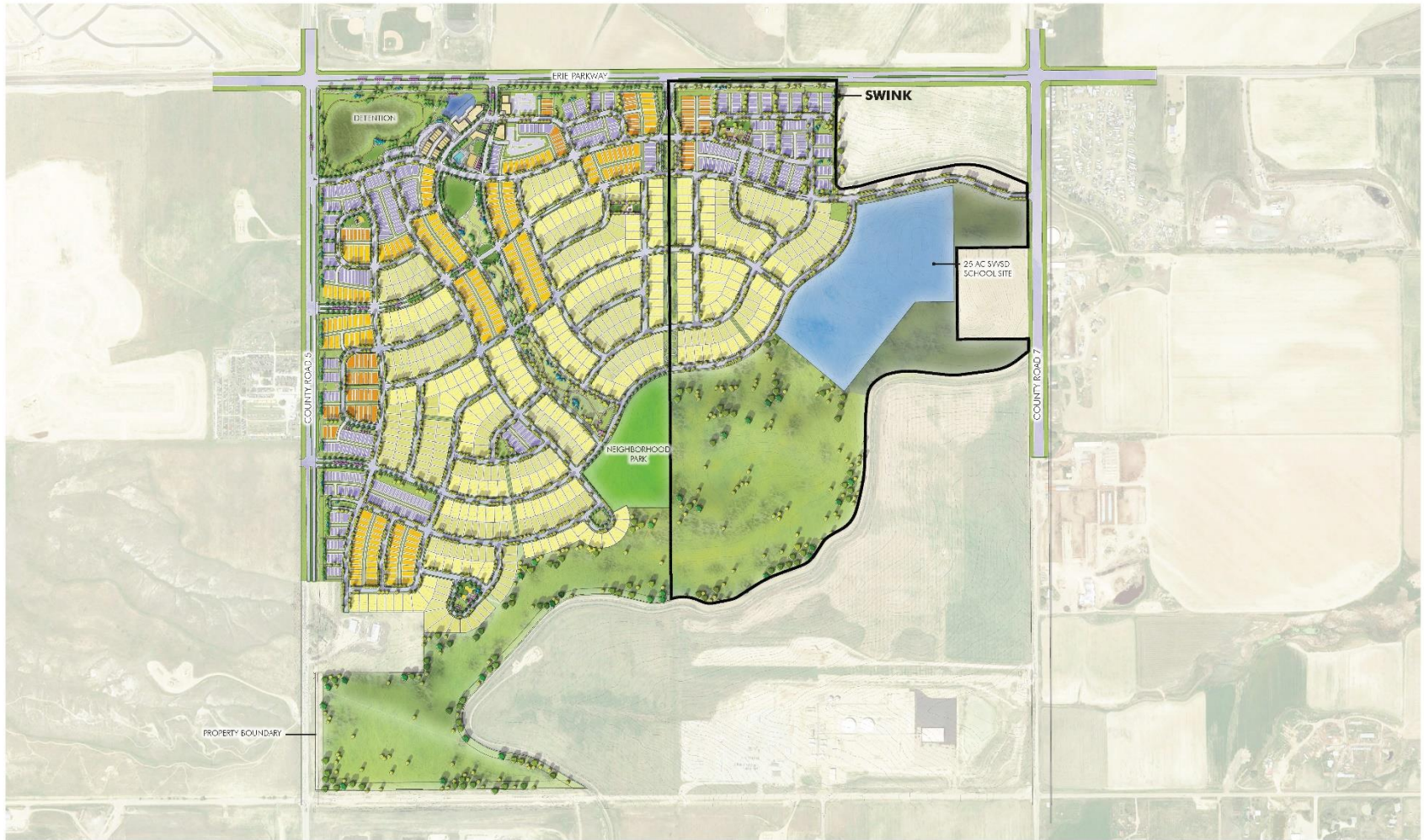
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 88°51'42" AN ARC DISTANCE OF 23.26 FEET TO A 2,250.00 FOOT REVERSE CURVE;

THENCE EASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°02'50" ARC DISTANCE OF 1.85 FEET;  
 THENCE SOUTH 19°49'36" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 19°49'36" EAST;  
 THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 91°11'08" AN ARC DISTANCE OF 23.87 FEET;  
 THENCE SOUTH 21°00'43" EAST, A DISTANCE OF 190.04 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTHEASTERLY;  
 THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°42'04" AN ARC DISTANCE OF 23.22 FEET TO A 1,970.00 FOOT REVERSE CURVE;  
 THENCE EASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 03°41'32" ARC DISTANCE OF 126.95 FEET;  
 THENCE SOUTH 16°01'15" EAST, A DISTANCE OF 60.00 FEET TO A 1,910.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 16°01'15" EAST;  
 THENCE EASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 03°23'11" AN ARC DISTANCE OF 112.89 FEET;  
 THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 413.80 FEET;  
 THENCE NORTH 89°43'59" EAST, A DISTANCE OF 110.00 FEET;  
 THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 44.60 FEET;  
 THENCE NORTH 89°43'59" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 89°43'59" EAST;  
 THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 99°02'52" AN ARC DISTANCE OF 25.93 FEET;  
 THENCE SOUTH 09°18'53" EAST, A DISTANCE OF 60.00 FEET TO A 1,350.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 09°18'53" EAST;  
 THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°36'56" AN ARC DISTANCE OF 14.51 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;  
 THENCE SOUTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 80°20'12" ARC DISTANCE OF 21.03 FEET;  
 THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 18.53 FEET;  
 THENCE SOUTH 89°43'59" WEST, A DISTANCE OF 60.00 FEET;  
 THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 94.14 FEET TO A 1,240.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 14°13'28" EAST;  
 THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°25'22" AN ARC DISTANCE OF 615.13 FEET;  
 THENCE NORTH 26°49'03" WEST, A DISTANCE OF 77.32 FEET;  
 THENCE SOUTH 63°10'57" WEST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 63°10'57" WEST;  
 THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 105°16'53" AN ARC DISTANCE OF 27.56 FEET;  
 THENCE NORTH 42°05'56" WEST, A DISTANCE OF 60.00 FEET TO A 1,470.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 42°05'56" WEST;  
 THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°05'50" AN ARC DISTANCE OF 28.15 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;  
 THENCE NORTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 69°13'07" ARC DISTANCE OF 18.12 FEET TO A 1,030.00 FOOT REVERSE CURVE;  
 THENCE NORTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°48'17" ARC DISTANCE OF 14.47 FEET;  
 THENCE NORTH 21°36'35" WEST, A DISTANCE OF 482.14 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;  
 THENCE WESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°19'06" AN ARC DISTANCE OF 27.83 FEET TO A 1,910.00 FOOT RADIUS COMPOUND CURVE;  
 THENCE SOUTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 01°50'28" ARC DISTANCE OF 61.37 FEET TO A 2,030.00 FOOT REVERSE CURVE;  
 THENCE SOUTHWESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 07°16'18" ARC DISTANCE OF 257.64 FEET;  
 THENCE SOUTH 57°30'09" WEST A DISTANCE OF 58.89 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

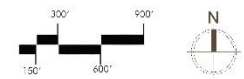
THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°58'05" AN  
 ARC DISTANCE OF 23.82 FEET TO A 2,167.55 FOOT REVERSE CURVE;  
 THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE  
 OF 00°14'15" ARC DISTANCE OF 8.98 FEET;  
 THENCE SOUTH 56°46'19" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT  
 CURVE WHOSE CENTER BEARS SOUTH 56°46'19" WEST;  
 THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF  
 89°16'09" AN ARC DISTANCE OF 23.37 FEET;  
 THENCE SOUTH 57°30'09" WEST, A DISTANCE OF 180.02 FEET TO A TANGENT 15.00 FOOT RADIUS  
 CURVE WHOSE CENTER BEARS SOUTHEASTERLY;  
 THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°47'56" AN  
 ARC DISTANCE OF 23.77 FEET TO A 1,912.50 FOOT REVERSE CURVE;  
 THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE  
 OF 10°04'15" ARC DISTANCE OF 336.15 FEET TO A 1,030.00 FOOT RADIUS COMPOUND CURVE;  
 THENCE SOUTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF  
 06°46'47" ARC DISTANCE OF 121.88 FEET TO A 1,347.50 FOOT REVERSE CURVE;  
 THENCE SOUTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF  
 00°58'54" ARC DISTANCE OF 23.09 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;  
 THENCE EASTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF  
 105°04'11" ARC DISTANCE OF 27.51 FEET;  
 THENCE SOUTH 32°29'51" EAST, A DISTANCE OF 60.00 FEET;  
 THENCE SOUTH 57°30'09" WEST, A DISTANCE OF 20.92 FEET TO A TANGENT 15.00 FOOT RADIUS  
 CURVE WHOSE CENTER BEARS SOUTHEASTERLY;  
 THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°54'15" AN  
 ARC DISTANCE OF 20.66 FEET TO A 1,347.50 FOOT RADIUS COMPOUND CURVE;  
 THENCE SOUTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF  
 00°42'36" ARC DISTANCE OF 16.70 FEET;  
 THENCE SOUTH 67°53'18" WEST, A DISTANCE OF 60.00 FEET TO A 1,407.50 FOOT RADIUS NON-  
 TANGENT CURVE WHOSE CENTER BEARS NORTH 67°53'18" EAST;  
 THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL  
 ANGLE OF 03°50'52" AN ARC DISTANCE OF 94.53 FEET;  
 THENCE SOUTH 58°39'11" WEST, A DISTANCE OF 74.21 FEET TO A TANGENT 1,520.00 FOOT RADIUS  
 CURVE WHOSE CENTER BEARS NORTHWESTERLY;  
 THENCE SOUTHWESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF  
 15°39'25" AN ARC DISTANCE OF 415.36 FEET TO A 42,886.17 FOOT RADIUS NON-TANGENT CURVE  
 WHOSE CENTER BEARS NORTH 87°48'30" WEST;  
 THENCE SOUTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE  
 OF 00°01'27" AN ARC DISTANCE OF 18.07 FEET;  
 THENCE NORTH 87°44'48" WEST, A DISTANCE OF 60.00 FEET TO A 1,520.00 FOOT RADIUS NON-  
 TANGENT CURVE WHOSE CENTER BEARS NORTH 13°19'43" WEST;  
 THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF  
 08°29'03" AN ARC DISTANCE OF 225.08 FEET TO A 2,030.00 FOOT RADIUS NON-TANGENT CURVE  
 WHOSE CENTER BEARS NORTH 86°29'55" WEST;  
 THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE  
 OF 02°45'01" AN ARC DISTANCE OF 97.44 FEET;  
 THENCE NORTH 89°14'56" WEST, A DISTANCE OF 60.00 FEET TO A 1,970.00 FOOT RADIUS NON-  
 TANGENT CURVE WHOSE CENTER BEARS NORTH 89°14'56" WEST;  
 THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE  
 OF 07°56'46" AN ARC DISTANCE OF 273.21 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;  
 THENCE NORTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL  
 ANGLE OF 84°53'33" ARC DISTANCE OF 22.22 FEET TO A 1,131.50 FOOT REVERSE CURVE;  
 THENCE WESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF  
 00°30'15" ARC DISTANCE OF 9.95 FEET;  
 THENCE NORTH 01°35'00" WEST, A DISTANCE OF 54.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT  
 CURVE WHOSE CENTER BEARS NORTH 01°35'00" WEST;  
 THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL  
 ANGLE OF 98°05'23" AN ARC DISTANCE OF 25.68 FEET TO A 1,970.00 FOOT RADIUS COMPOUND  
 CURVE;

THENCE NORTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 00°59'49" ARC DISTANCE OF 34.27 FEET TO A 1,530.00 FOOT REVERSE CURVE;  
 THENCE NORTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 06°40'54" ARC DISTANCE OF 178.43 FEET TO A 15.00 FOOT REVERSE CURVE;  
 THENCE NORTHWESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 86°22'23" ARC DISTANCE OF 22.61 FEET;  
 THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 3.09 FEET;  
 THENCE NORTH 00°21'41" WEST, A DISTANCE OF 80.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°21'41" WEST;  
 THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;  
 THENCE NORTH 00°21'43" WEST, A DISTANCE OF 214.98 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 89°38'50" WEST;  
 THENCE NORTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°01'05" AN ARC DISTANCE OF 23.57 FEET;  
 THENCE NORTH 00°21'43" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°21'43" WEST;  
 THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;  
 THENCE NORTH 00°21'43" WEST, A DISTANCE OF 212.96 FEET TO A 320.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 89°55'46" WEST;  
 THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 18°14'30" AN ARC DISTANCE OF 101.88 FEET;  
 THENCE NORTH 18°18'44" WEST, A DISTANCE OF 44.20 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;  
 THENCE NORTHWESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;  
 THENCE NORTH 18°18'44" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 18°18'44" WEST;  
 THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;  
 THENCE NORTH 18°18'44" WEST, A DISTANCE OF 62.50 FEET TO A 755.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 18°17'39" WEST;  
 THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 17°55'58" AN ARC DISTANCE OF 236.30 FEET;  
 THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 49.90 FEET;  
 THENCE NORTH 00°21'41" WEST, A DISTANCE OF 30.00 FEET;  
 THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 7.51 FEET;  
 THENCE NORTH 00°02'53" WEST, A DISTANCE OF 91.68 FEET;  
 THENCE SOUTH 89°57'07" WEST, A DISTANCE OF 2.38 FEET;  
 THENCE NORTH 00°01'59" EAST, A DISTANCE OF 70.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°02'53" WEST;  
 THENCE NORTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°03'24" AN ARC DISTANCE OF 23.58 FEET;  
 THENCE NORTH 00°00'31" EAST, A DISTANCE OF 589.86 FEET TO A TANGENT 36.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;  
 THENCE NORTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°37'46" AN ARC DISTANCE OF 56.32 FEET TO THE **POINT OF BEGINNING**.

**EXHIBIT 3**  
**THE PROJECT- CONCEPT PLAN**  
**(attached)**



SWINK ANNEXATION AGREEMENT  
PROJECT CONCEPT PLAN  
ERIE, CO  
01.14.2020

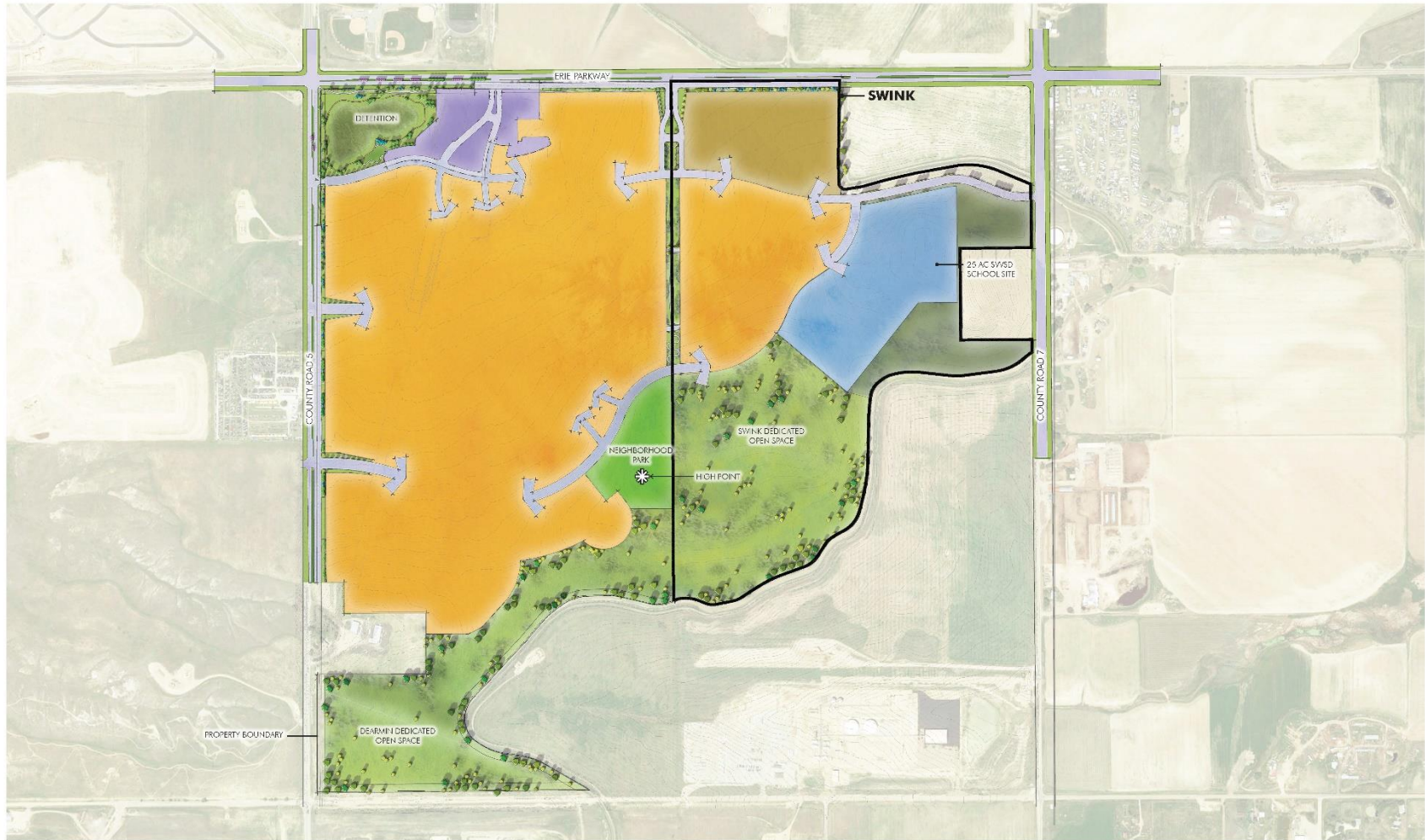


**EXHIBIT 4**

**TRIBUTARY AND NON-TRIBUTARY WATER RIGHTS**

**None.**

**EXHIBIT 5**  
**GENERAL OPEN SPACE AND SCHOOL SITE**  
**(attached)**



SWINK ANNEXATION AGREEMENT  
 GENERAL OPEN SPACE AND SCHOOL SITE  
 ERIE, CO  
 01.20.2020

