

**CORNERSTONE PRESBYTERIAN CHURCH
SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT**
(formerly referred to as Country Acres)

DATE: June 17, 2025

PARTIES: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 Wilcox Street, Castle Rock, Colorado 80104 (the “Town”).

CORNERSTONE PRESBYTERIAN CHURCH OF CASTLE ROCK, a Colorado non-profit corporation, P.O. Box 908, Castle Rock, Colorado 80104 (the “Owner”).

RECITALS:

A. Initially capitalized words and phrases used in this Agreement have the meanings stated in Article I, or as indicated elsewhere in the Agreement.

B. The Parties have determined that it is in their mutual interest to enter into this Agreement governing the development of the Property.

C. The Parties acknowledge that this Agreement contains reasonable conditions and requirements to be imposed upon the development of the Property, and that these restrictions are imposed to protect and enhance the public health, safety and welfare of the Town and its residents.

D. Each Party has taken the requisite corporate action as may be required under its respective governance instruments to authorize such Party’s execution of this Agreement and to legally bind such Party to perform its obligations under this Agreement.

COVENANTS:

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree and covenant as follows:

**ARTICLE I
DEFINITIONS**

1.01 Defined Terms. Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

Agreement: this Cornerstone Presbyterian Church Second Amended and Restated Development Agreement, inclusive of any future amendments thereto.

Annexation Agreement: the Annexation Agreement (Country Acres Annexation No. 1 and No. 2) dated February 22, 1990, and recorded August 1, 1990, at Reception No. 9018563 in the Records.

Charter: the Home Rule Charter of the Town, as amended.

Code: the Castle Rock Municipal Code, as amended.

County: Douglas County, Colorado.

C.R.S.: the Colorado Revised Statutes, as amended.

Development Fees: the capital recovery fees and charges imposed by the Town under the Town Regulations on development and building, including, but not limited to, Development Impact Fees, Renewable Water Resource Fees and System Development Fees, as the same may be amended from time to time and applied uniformly throughout the Town.

Development Impact Fees: the charges imposed by the Town as a condition to obtaining a Town building permit for the purpose of defraying any and all costs incurred by the Town for growth-related improvements, facilities, and equipment for parks, recreation, fire, police, transportation, stormwater management, municipal facilities, and general government or administration, as the same may be amended from time to time and applied uniformly throughout the Town.

Facilities: the infrastructure prescribed by Town Regulations or expressly prescribed under this Agreement necessary to furnish Municipal Services and Public Utilities to the Property, including the infrastructure required to extend or connect the Facilities to complimentary infrastructure off-site of the Property.

First Amended and Restated Development Agreement: the Country Acres Amended and Restated Development Agreement dated November 22, 2010, and recorded January 14, 2011, at Reception No. 2011003866 in the Records.

Force Majeure: acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government, or pandemic.

Minor Permits: tenant finish building permits, roofing permits, and other permits to mitigate health and safety concerns with the existing structure. Minor permits shall not include new buildings or structures, building expansions or placement of additional temporary structures on the Property.

Municipal Services: public safety, water, wastewater, stormwater drainage and detention, parks and recreation, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within the municipality under its police powers.

Owner: the person(s) or entity(ies), individually or collectively, that hold fee simple title to any portion of the Property, according to the records of the County Clerk and Recorder. The use of the singular "Owner" shall refer to all owners of the Property, unless the context of the Agreement otherwise limits the reference and subject to Section 2.01 of this Agreement. As of the date of

execution of this Agreement, Cornerstone Presbyterian Church of Castle Rock, is the Owner of the Property.

Party or Parties: individually or collectively, the Town and Owner, together with (except as otherwise limited by the terms of this Agreement) their designated successors and assigns.

PDP: the Country Acres Planned Development Plan approved by Ordinance No. 1990-004 and recorded in the Records at Reception No. 9018569.

Plans: the plans, documents, drawings and specifications prepared by or for Owner for the construction, installation or acquisition of the Facilities, as approved by the Town under the Town Regulations.

Plat: a subdivision plat of the Property or any portion thereof approved under the Town Regulations.

Property: the real property described in the attached *Exhibit 1*.

Public Utilities: the infrastructure necessary to extend services (other than Municipal Services) to the Property, which are provided by a public or quasi-public utilities including natural gas, electricity and cable television.

Records: the real property records of the County Clerk and Recorder.

Renewable Water Resource Fees: the charges imposed by the Town as a condition to the right to connect to the Water System for the purpose of defraying any and all costs incurred by the Town in acquiring and developing renewable water resources and in utilizing, expanding and developing any and all facilities associated therewith, as the same may be amended from time to time and applied uniformly throughout the Town.

System Development Fees: the charges imposed by the Town as a condition to the right to connect to the Water and Wastewater systems for the purpose of defraying any and all capital costs incurred by the Town in utilizing, expanding and developing facilities for the provision of water and wastewater services, as the same may be amended from time to time, and applied uniformly throughout the Town.

Town Regulations: the Charter, Code, ordinances, resolutions, rules and regulations of the Town, technical criteria, and the provisions of all zoning, subdivision and building codes, as the same may be amended from time to time and applied uniformly throughout the Town.

Water System: the facilities used to treat, store, and deliver municipal potable water, including, but not limited to, all transmission, storage and filtration facilities, and all reservoirs, streams, water rights, trenches, pipes and drains, that are owned, operated, and maintained by the Town.

Wastewater System: the facilities used to collect and treat municipal sanitary sewage, including, but not limited to sewer mains, interceptors and treatment facilities, whether owned, operated, and maintained by the Town or by the Plum Creek Water Reclamation Authority.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

1.02 Cross-reference. Any reference to a section or article number, without further description, shall mean such section or article in the Agreement.

ARTICLE II APPLICATION AND EFFECT

2.01 Binding Effect. The Agreement shall apply to the Property and its covenants shall be binding upon the successors and assigns of the parties in the same manner and to the same effect as if such successors were signatories to the Agreement. The parties acknowledge that the Property is both benefited and burdened by the mutual covenants of the Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property.

2.02 Supersession. This Agreement supersedes the Annexation Agreement, insofar as the Annexation affects the development of the Property, and the First Amended and Restated Development Agreement. Accordingly, neither the Annexation Agreement nor the First Amended and Restated Development Agreement shall have any force or effect with respect to the development of the Property.

2.03 Owner Responsibility. The Owner of the Property upon which development approval is requested shall have the ultimate responsibility for performance of the covenants and obligations assumed by Owner under this Agreement, irrespective of whether development activity on the Property is undertaken by Owner, or a third party on behalf of Owner. Town shall accept performance of the covenants of the Agreement from a developer on behalf of the Owner, unless such performance requires the conveyance, encumbrance or security of the Owner's interest in the Property, in which event the express consent or joinder of the Owner shall be required.

2.04 Town Regulations. Town Regulations shall apply to the Property in the same manner and effect as within other areas of the municipality. Unless expressly stated to the contrary in the Agreement, the Agreement shall not in any manner restrict or impair the lawful exercise by the governing body of the Town of its legislative, quasi-legislative or administrative powers as applied to the Property, including specifically the amendment, modification or addition to the Town Regulations, subsequent to the execution of the Agreement. The development and use of the Property shall be subject to all Development Fees, other fees, and taxes imposed by the Town through the Town Regulations.

When the Agreement calls for compliance with the Town Regulations, the operative Town Regulations in effect at the time such compliance is required shall govern unless the provisions of this Agreement provide to the contrary.

ARTICLE III GENERAL OBLIGATIONS

3.01 Municipal Services. Town shall provide the Property with Municipal Services at an equivalent service level as provided elsewhere within its municipal boundaries, provided that the portion of the Property for which Municipal Services are requested has been developed in substantial compliance with this Agreement and Town Regulations. Town reserves the right to contract with other governmental or private entities for delivery of Municipal Services to the Property, provided such service level is comparable to that provided by the Town in its proprietary capacity. The respective obligations of the parties for development of infrastructure necessary for provision of the Municipal Services to the Property is addressed in Article V.

3.02 Permitted Development. The development of the Property shall be in accordance with this Agreement and Town Regulations, and applicable state and federal law and regulations. Subject to the further provisions of Article V, Town shall allow and permit the development of the Property, upon submission of a proper application, payment of all fees, exactions, and charges imposed by the Town Regulations, including Development Fees, and compliance with all conditions precedent to permitting imposed by the Agreement or Town Regulations. Town shall coordinate with Owner in any filings or applications before other governmental jurisdictions necessary for Owner to fulfill its obligations under this Agreement.

ARTICLE IV WATER RIGHTS

4.01 Conveyance. The water rights underlying the Property were previously conveyed by Special Warranty Deed recorded in the Records at Reception No. 9018570. In order for Owner to continue utilizing the domestic well on the Property, the Town has conveyed its interest in the Upper Dawson aquifer that underlies the Property for the domestic well. Pursuant to Section 6.02 below, Owner shall reconvey to the Town its interest in the Upper Dawson aquifer that underlies the Property as a condition precedent to Owner's connection to the Town municipal water distribution system by special warranty deed in the form attached as *Exhibit 2*.

ARTICLE V FACILITIES DEVELOPMENT

5.01 Responsibility. Except as may otherwise be provided in Article VI of this Agreement, Owner shall not be responsible for the development of any additional Facilities.

ARTICLE VI EXISTING USES AND REDEVELOPMENT

6.01 Existing Conditions. There are two existing structures located on the Property consisting of a 3,240-square foot building and a 1,344-square foot building (the "Existing Structures"), that are permitted and allowed for use and operation under applicable Town Regulations. The use of the Existing Structures for church and related uses will be allowed to continue; provided, however, that any new or additional uses or occupancy of the Property shall

be subject to the Town zoning and business licensing laws and other Town Regulations, except as specifically exempted under this Article VI. The Existing Structures are currently served by an existing private domestic well and wastewater disposal system. Owner retains the exclusive obligation to maintain and operate these private water and wastewater systems until connection to the Water and Wastewater Systems in accordance with this Article VI.

6.02 Water Connection and Well Abandonment. Owner shall be permitted to utilize the existing domestic well to serve the Property until such time as Owner decides to connect to the Water System. As a condition precedent to connecting to the Water System, Owner shall pay all Renewable Water Resource Fees and System Development Fees in effect at the time of such connection. In addition, Owner shall:

- A. Connect to the Water System at the nearest available location that will supply sufficient water pressure and volume for Owner's needs. Town acknowledges and agrees that no additional Facilities will be required for such connection. Accordingly, the Town will not be seeking reimbursement from Owner for any previously incurred Facilities costs;
- B. Abandon the existing domestic well and remove all equipment associated with such well in accordance with the rules promulgated by the State Board of Examiners of Water Well Construction and Pump Installation Contractor in effect at the time of such abandonment; and
- C. Convey all of its interest in the Upper Dawson aquifer that underlies the Property in accordance with Section 4.01 of this Agreement.

6.03 Wastewater System Connection. Owner shall connect to the Wastewater System in accordance with the terms and conditions set forth in that certain Town of Castle Rock Utilities Infrastructure Reimbursement Agreement for Sanitary Sewer Connection, dated May 20, 2025, and approved by Town Council Resolution No. 2025-046. As a condition precedent to connecting to the Wastewater System, Owner shall pay all System Development Fees in effect at the time of such connection. Within 120 days following the date of such connection, Owner shall abandon the Property's existing wastewater disposal system in accordance with the rules promulgated by the State Water Quality Control Commission in effect at the time of such abandonment.

6.04 Plat Required. Except for Minor Permits, no building permits shall be issued for any improvements on the Property prior to the approval and recordation of a Plat for the Property.

6.05 Removal of Existing Structures. In the event Owner moves or relocates the Existing Structures, such removal or relocation shall be done in strict accordance with the Town Regulations.

ARTICLE VII TRANSPORTATION

7.01 Transportation Improvements. In the event the Town determines that additional right-of-way is needed for improvements to 5th Street, Owner shall convey such right of way at no expense to Town upon request. The width of the right-of-way conveyance shall be limited to 60-feet from the centerline of the existing paved roadway.

7.02 Access Modification. Irrespective of any provision of this Agreement, or any designation of site access on an approved Site Development Plan or any other land use approval granted for the Property, Town reserves the right to modify access to the Property in order to maintain a safe and convenient transportation network in order to protect the public health, safety and welfare.

ARTICLE VIII PUBLIC LANDS AND OPEN SPACE

8.01 Public Land Dedication. Owner shall not be responsible for the dedication of any Public Land or additional payment of cash-in-lieu of Public Land dedication.

ARTICLE IX DEFAULT, REMEDIES AND DISCONNECTION

9.01 Event of Default. Failure of Town or Owner to perform any covenant, agreement, obligation or provision of this Agreement, shall constitute an event of default under this Agreement; provided, however, that no Party will be in default of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure.

9.02 Default Notice. In the event either Party alleges that the other is in default, the non-defaulting Party shall first notify the defaulting Party in writing of such default, and specify the exact nature of the default in such notice. Except as otherwise provided herein, the defaulting Party shall have 20 business days from receipt of such notice within which to cure such default before the non-defaulting Party may exercise any of its remedies hereunder. If such default is not of a type which can be cured within such twenty (20) day period and the defaulting Party commenced the cure within the twenty (20) day period and is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of the twenty (20) day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

9.03 Remedies. In addition to specific remedies provided elsewhere in the Agreement (including Town's right to withhold development approvals), upon default, the non-defaulting Party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under the Agreement, or to collect the monies then due and thereafter to become due. In any such legal action, the prevailing Party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other Party.

ARTICLE X GENERAL PROVISIONS

10.01 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

10.02 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing and duly executed by the signatories or their respective representatives, heirs, successors or assigns.

10.03 Notice. The addresses of the parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement are deemed to have been given when delivered to the other parties or three (3) days following the date the same is deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, addressed to the other parties at the addresses noted: or such address as is subsequently endorsed in writing, or in the event of transfer of the Property to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

If to Town: Town Manager
 Town of Castle Rock
 100 Wilcox Street
 Castle Rock, CO 80104
 Phone: 303-660-1374
 Email: TownManager@CRgov.com

With a required copy to:

Town Attorney
Town of Castle Rock
100 Wilcox Street
Castle Rock, CO 80104
Phone: 303-660-1370
Email: legal@crgov.com

If to Owner: Cornerstone Presbyterian Church of Castle Rock
 P.O. Box 908
 Castle Rock, CO 80104

10.04 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

10.05 Conflicts. If the terms and provisions of this Agreement are in conflict with any prior agreement between the Town and the Owner, the terms and provisions of this Agreement, as it may be amended from time to time, shall control.

10.06 Verification. The Town and the Owner shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Owner under the Agreement or by the terms of any other agreement.

10.07 Attorney's Fees. Should either Party be required to resort to litigation to enforce the terms of this Agreement, the prevailing Party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing Party. If the court awards relief to both Parties, each will bear its own costs in their entirety.

10.08 Entire Agreement. This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written.

10.09 Recording. This Agreement will be recorded in the Records after mutual execution by the Parties following execution.

(Signature Pages to Follow)

IN WITNESS WHEREOF, Town and Owner have caused this Agreement to be executed as of the date first written above.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Michael J. Hyman, Town Attorney

COUNTY OF)
) ss.
STATE OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jason Gray, as Mayor, and Lisa Anderson, as Town Clerk for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: _____.

(S E A L)

Notary Public

OWNER:

**CORNERSTONE PRESBYTERIAN CHURCH
OF CASTLE ROCK**, a Colorado non-profit corporation

_____, _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____, for Cornerstone Presbyterian Church of Castle Rock, a Colorado non-profit corporation.

Witness my official hand and seal.
My commission expires: _____

(S E A L)

Notary Public

EXHIBIT 1
LEGAL DESCRIPTION OF THE PROPERTY

TRACT NO. 1 AS SHOWN ON MAP OF CONARD SURVEY COMPANY DATED DECEMBER 7, 1959 IN THE NEW FILE CASE OF THE CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 107039 AND DESCRIBED AS FOLLOWS:

TRACT NO. 1:

A TRACT OF LAND LYING PARTIALLY IN THE SOUTHEAST 1/4 OF SECTION 1 AND PARTIALLY IN THE NORTHEAST 1/4 OF SECTION 12, ALL IN TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 1 AND 12; THENCE NORTH 0 DEGREES 51 MINUTES EAST 181.60 FEET ON THE CENTERLINE OF SAID SECTION 1; THENCE EAST 334.58 FEET TO INTERSECT THE WESTERLY LINE OF TRACT NO. 2 AS SHOWN ON THE MAP REFERRED TO ABOVE; THENCE SOUTH 8 DEGREES 58 MINUTES WEST ON SAID WESTERLY LINE A DISTANCE OF 316.26 FEET TO INTERSECT THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 86 AT A POINT FROM WHENCE THE SAID STATE HIGHWAY BRASS CAP RIGHT OF WAY MARKER FOR STATION 73 PLUS 02.1 BEARS NORTH 89 DEGREES 28 MINUTES 26 SECONDS EAST A DISTANCE OF 168.10 FEET; THENCE WESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE AROUND A CURVE TO THE RIGHT WHOSE RADIUS IS 1086 FEET, A CHORD DISTANCE OF 293.86 FEET NORTH 79 DEGREES 43 MINUTES 24.5 SECONDS WEST TO INTERSECT THE CENTERLINE OF SAID SECTION 12 AFOREMENTIONED; THENCE NORTH 0 DEGREES 51 MINUTES EAST ON SAID CENTERLINE 78.4 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY AND EASEMENT FOR ROAD PURPOSES OVER AND ACROSS THE SOUTHWEST CORNER OF TRACT NO. 2 AS SHOWN ON MAP REFERRED TO ABOVE, COUNTY OF DOUGLAS, STATE OF COLORADO.

EXHIBIT 2
SPECIAL WARRANTY DEED
(Water Rights)

THIS SPECIAL WARRANTY DEED, is made this ____ day of _____, 202__, between **CORNERSTONE PRESBYTERIAN CHURCH OF CASTLE ROCK**, a Colorado non-profit corporation (hereinafter referred to as “Grantor”), and the **TOWN OF CASTLE ROCK**, a home rule municipality of the County of Douglas, State of Colorado, whose address is 100 North Wilcox Street, Castle Rock, Colorado 80104, (hereinafter referred to as “Grantee”).

WITNESSETH, that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, by these presents does grant, bargain, sell, convey, and confirm unto Grantee, and Grantee’s heirs, successors, and assigns forever, all water and water rights in the Upper Dawson aquifer that underlies the following described property situate, lying and being in the County of Douglas, State of Colorado:

See *Exhibit 1*, attached hereto and incorporated herein by this reference.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all of the estate, right, title, interest, claim, and demand whatsoever, of Grantor, either in law or equity, of, in, and to the above bargained water and water rights, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said water and water rights above bargained and described with the appurtenances, unto Grantee, and Grantee’s heirs, successors, and assigns forever. Grantor, for Grantor and Grantor’s heirs, successors, and assigns, does covenant and agree that Grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained water and water rights in the quiet and peaceable possession of Grantee, and Grantee’s heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to Statutory Exceptions.

(signature pages to follow)

IN WITNESS WHEREOF, Grantor has executed this Deed on the date set forth above.

GRANTOR:

CORNERSTONE PRESBYTERIAN CHURCH OF CASTLE ROCK

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__,
by _____, as _____, for Cornerstone
Presbyterian Church of Castle Rock

Witness my hand and official seal.

My commission expires: _____

Notary Public

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