



WESTERN STATES

Land Services, LLC.

Acquisition and Relocation Specialists

505 North Denver Avenue
Loveland, Colorado 80537
(970) 667-7602 · Metro (303) 938-1414
Fax (970) 667-6580

April 10, 2023

FINAL OFFER- PURSUANT TO C.R.S. § 38-1-121

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Hyperion Fund L.P.
701 Lachman Lane
Pacific Palisades, CA 90272

PROJECT CODE: 17638

LOCATION: I-25 CRYSTAL VALLEY/DAWSON RIDGE INTERCHANGE

PARCEL: 8A REV

FEE OWNER: HYPERION FUND L.P. a Colorado limited partnership

INTERESTS TO BE ACQUIRED: Fee Simple (Full Take) (referred to herein as the "Property")

To whom it may concern:

Please reference the Notice of Interest to Acquire and Authority to Obtain Appraisal letter dated November 17, 2022 ("NOI") Subsequently, the Town has mailed a letter dated March 15, 2023 in response to a letter dated February 24, 2023 received from Shaunte Oozoonian on behalf of Leon Alexander. The Town also received a letter dated March 30, 2023 from Leon Alexander and hereby rejects the terms presented in the March 30 letter, including the analysis of the costs of Hyperion Fund's appraisal. The Town will send separately a check in the amount of \$8,850.00, within the next several days, which represents the reasonable cost for a full take appraisal of the Property.

As you are aware from the above-referenced communications, the Town must move forward soon to facilitate the construction of the Crystal Valley/Dawson Ridge interchange Project ("Project"). It is necessary that the Town receive from you some form of mutually agreeable possession of the Property. The Town is offering to pay you the sum of **EIGHT HUNDRED SIXTEEN THOUSAND TWO HUNDRED TWENTY EIGHT AND NO/100 DOLLARS (\$816,228.00)** as total compensation for the Property as defined above.

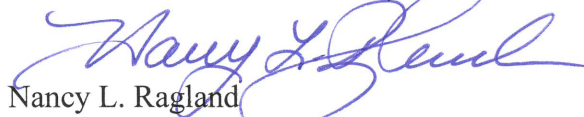
Please review the enclosed documents at your earliest convenience. In order to accept the Town's offer contained herein, it is necessary that you execute the enclosed Purchase and Sale Agreement and W-9 form and return them to me in the enclosed, self-addressed, stamped envelope at your earliest convenience. Upon receipt of the executed documents they will be presented to the Town for counter signature and processing for closing.

In the event the Town does not obtain your written consent by **April 21, 2023**, the Town will assume we have reached impasse in our negotiations and may pursue the acquisition of the required property rights through its power of condemnation.

Thank you for your consideration in this matter and should you have any questions, please do not hesitate to contact me at (970) 667-7602 or my cell (941) 447-8540 or via email at nragland@ws-ls.com.

Sincerely,

Western States Land Services, LLC



Nancy L. Ragland
Qualified Federal Aid Acquisition Agent

Enclosures:

1. Purchase and Sale Agreement with exhibits
2. Offer of Fair Market Value w/legal descriptions for the Property Interests
3. Memorandum of Agreement
4. Exemplar of Special Warranty Deed w/legal description to be executed at closing
5. Copy of the Town's Appraisal Report
6. Right of Way plans illustrating the Property Interest in relation to the Project
7. Copy of C.R.S. § 38-1-121
8. Request for Taxpayer Identification form (W-9)
9. CDOT Demographic Information form w/stamped return envelope
10. Self-addressed, stamped envelope

cc Town of Castle Rock
 Brian Kelley, Engineering Manager
 Aaron Monks, Project Manager
 File: C38-40

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement entered into this _____ day of _____, 2023 ("Agreement") is by and between the Town of Castle Rock, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town") and Hyperion Fund LP, a Colorado limited partnership, whose address is 701 Lachman Lane, Pacific Palisades, CA 90272 ("Seller") jointly, the "Parties."

RECITALS

A. Town is undertaking construction of a transportation project known as the Crystal Valley I-25 Interchange ("Project"). Seller owns real property in vicinity of the Project. In order to construct and maintain the Project, the Town needs to acquire from Seller certain fee simple interests as more particularly described in this PSA (collectively, the "Property Interests").

B. By Ordinance 2019-008, the Town Council conditionally authorized the exercise of its eminent domain powers to acquire the Property Interests. The Parties have obtained and exchanged independent appraisals of the Property Interests and have negotiated in good faith to reach consensus on the just compensation due Seller for the Property Interests.

C. Accordingly, the Property Interests will be acquired by the Town pursuant to this PSA. Seller will sell to Town four parcels described in the attached **Exhibit 1** (the "ROW Parcels").

D. The Town has obtained and reviewed title commitments issued by Fidelity National Title (the "Title Company") File # 158-F09581-22, dated May 25, 2022 pertaining to the Property Interests (the "Title Commitment") and the Town has determined that the record title of the Property Interests as of the date of this PSA is acceptable, provided that as of the date of closing of this PSA no additional liens or encumbrances are placed of record against the Property Interests. The matters of record currently affecting the Property Interests disclosed in the Title Commitment are referred to as the "Permitted Exceptions."

NOW THEREFORE, in consideration of the promises and conditions contained in this PSA, the Parties agree as follows:

1. PURCHASE PRICE AND DISBURSEMENT. The total purchase price for the Property Interests is EIGHT HUNDRED SIXTEEN THOUSAND TWO HUNDRED TWENTY EIGHT DOLLARS (\$816,228.00) ("Purchase Price"). The Purchase Price shall be tendered by Town to Seller in readily available funds at the Closing provided for in Section 2.

2. CONVEYANCE TERMS. Seller shall convey their respective interest in the ROW Parcels by special warranty deed(s) (the "Deeds") free of liens and encumbrances but subject to the Permitted Exceptions and the lien for 2020 property taxes, not yet due and payable. The Town shall pay the premium for any title insurance policies the Town should secure on the Property Interests.

3. CLOSING. Closing through the Title Company shall occur on or before May 19, 2023 or such other date mutually agreed to in writing by the Parties ("Closing"). At or prior to Closing, Seller shall tender to the Title Company, the executed Deeds and Easement Agreement and all customary or required documents of the Title Company. At Closing Town shall tender the Purchase Price, and all costs and charges imposed by the Title Company in connection with the Closing, including Title Company fees and document recordation. Seller and Town shall each be responsible for their respective broker and attorney's fees.

4. SELLER'S REPRESENTATIONS. Seller represents to Town as follows:

- a. **Authority.** Seller is the sole owner of the Property Interests and is duly authorized to execute and deliver this Agreement.
- b. **Environmental.** Seller represents that it has not received any written notice alleging the ROW Parcels or Easement Property is in violation of applicable federal, state and local laws, ordinances and regulations relating to hazardous waste or materials, industrial hygiene or the environmental conditions on, under or about the Property Interests.
- c. **Pending Litigation.** Seller has no written notice of any pending litigation that relates to the Property Interests.
- d. **No Further Encumbrance.** Seller shall not cause or suffer any liens or encumbrances to be recorded against the title to the Property Interests nor shall Seller contract to sell or convey to any third party any portion of the Property Interests.

5. TIME OF ESSENCE / REMEDIES. Time is of the essence hereof. In the event a Party alleges a default of this PSA, it shall give notice of default to the other Party, and in that event the defaulting Party shall have ten (10) calendar days to cure such default. If timely cure is not effected, the Parties shall have the following remedies.

- a. If Seller is in default, the Town may elect to treat this PSA as being in full force and effect and shall have the right to specific performance. Alternatively, the Town may elect to treat this PSA as terminated. In the event of such termination, nothing in this PSA shall preclude the Town from

proceeding to acquire the Property Interests through eminent domain. In no event shall Town have the right to seek damages against Seller as a result of an uncured default by Seller.

- b. If the Town is in default, this PSA shall terminate and be of no further force or effect. In that event Seller shall have no right to seek damages against Town.

- 6. **BINDING EFFECT.** This PSA shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this PSA without the prior written consent of the Parties.
- 7. **NOTICES.** Any notices required to be sent pursuant to this PSA shall be sent by registered mail to the address of the Town and Seller as set forth below:

Town:

Town Attorney
Town of Castle Rock
100 N. Wilcox Street
Castle Rock, Colorado 80104

Sellers:

Hyperion Fund L.P.
701 Lachman Lane
Pacific Palisades, CA 90272

- 8. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit or describe the scope or intent of this PSA.
- 9. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this PSA.
- 10. **INTEGRATION AND AMENDMENT.** This PSA represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This PSA may be amended only by an instrument in writing signed by the Parties.
- 11. **GOVERNING LAW AND VENUE.** This PSA shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

IN WITNESS WHEREOF, this Agreement is effective as of the date executed by both Parties.

SELLER:

HYPERION FUND LP

By: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____, 2023, by _____ as _____ for Hyperion Fund LP.

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

NOTARY PUBLIC

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Michael J. Hyman, Town Attorney

EXHIBIT "A"

PROJECT NUMBER: 17638

PARCEL NUMBER: 8ARev

PROJECT CODE: 17638

DATE: July 20, 2022

DESCRIPTION

A tract or parcel of land No. 8ARev of the Department of Transportation, State of Colorado Project No. 17638 containing 204,057 sq. ft. (4.685 acres), more or less, being all of that parcel recorded in Reception Number 199625351 except that portion described as Parcel 8A and recorded June 15, 2011 at Reception Number 2011036243, in the East half of Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 22, Thence S. 70°31'22" W., a distance of 2,030.71 feet, to the southwest corner of said parcel in Reception Number 2011036243 and to the TRUE POINT OF BEGINNING;

1. Thence S. 79°41'47" E., along the South line of said parcel at Reception Number 2011036243, a distance of 296.47 feet to the southeast corner of said parcel and the East line of said parcel at Reception Number 199625351;

2. Thence S. 13°06'38" W., along the East line of said parcel, a distance of 631.75 feet to the southeast corner of said parcel at Reception Number 199625351;

3. Thence N. 89°50'09" W., along the South line of said parcel at Reception Number 199625351, a distance of 330.96 feet to the southwest corner of said parcel;

4. Thence N. 15°18'00" E., along said West line, a distance of 691.88 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 204,057 sq. ft. (4.685 acres), more or less.

Basis of Bearings: All bearings are based on the East line of the NE 1/4 of said Section 22. Said line bears N. 0°10'53" W. a distance of 2660.90 feet. Said line is monumented at the East 1/4 corner by a 3 1/2-inch Aluminum Cap and stamped -T8S R67W, E1/4, S22, S23, PLS 23524 2005-. Said line is monumented at the northeast corner by an 18-inch x 14-inch x 8-foot high concrete pillar.

For and on Behalf of the
Town of Castle Rock
Brandon D. Lee, PLS 37894
720 S. Colorado Blvd. #1200-S
Glendale, CO 80246





WESTERN STATES

Land Services, LLC.

Acquisition and Relocation Specialists

505 North Denver Avenue
Loveland, Colorado 80537
(970) 667-7602 · Metro (303) 938-1414
Fax (970) 667-6580

Town of Castle Rock
Project Code: 17638
Location: I-25 Crystal Valley/Dawson Ridge Interchange
Parcel: 8A REV
Date: April 10, 2023

OFFER OF FAIR MARKET VALUE

HYPERION FUND L.P.

The Town of Castle Rock Colorado offers the Owner the following amount as Fair Market Value for compensation for the property. The amount offered was determined in accordance with applicable Federal and State laws and requirements.

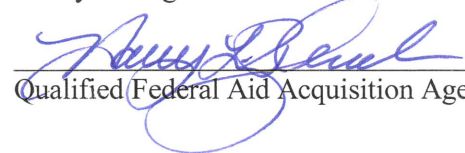
1.	Land	\$ 816,228.00
2.	Permanent Easement	\$ 0.00
3.	Temporary Easement(s)	\$ 0.00
4.	Improvements	\$ 0.00
5.	Damages	\$ 0.00
6.	Less Benefits (credit)	\$ 0.00
7.	TOTAL	\$ 816,228.00

We based our determination on the following information:

- a. Identification of the real property to be acquired: See attached legal descriptions and plan sheets
- b. Type of interest being acquired: right-of-way in Fee – total take
- c. Identification of all improvements, including fixtures to be acquired:
- d. Identification of real property improvements, including fixtures to be acquired which are not owned by the landowner: None

WESTERN STATES LAND SERVICES, LLC.

Nancy L. Ragland



Qualified Federal Aid Acquisition Agent

EXHIBIT "A"

PROJECT NUMBER: 17638

PARCEL NUMBER: 8ARev

PROJECT CODE: 17638

DATE: July 20, 2022

DESCRIPTION

A tract or parcel of land No. 8ARev of the Department of Transportation, State of Colorado Project No. 17638 containing 204,057 sq. ft. (4.685 acres), more or less, being all of that parcel recorded in Reception Number 199625351 except that portion described as Parcel 8A and recorded June 15, 2011 at Reception Number 2011036243, in the East half of Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

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For and on Behalf of the
Town of Castle Rock
Brandon D. Lee, PLS 37894
720 S. Colorado Blvd. #1200-S
Glendale, CO 80246





R.O.W. TABULATION OF PROPERTIES IN DOUGLAS COUNTY - CRYSTAL VALLEY PKWY

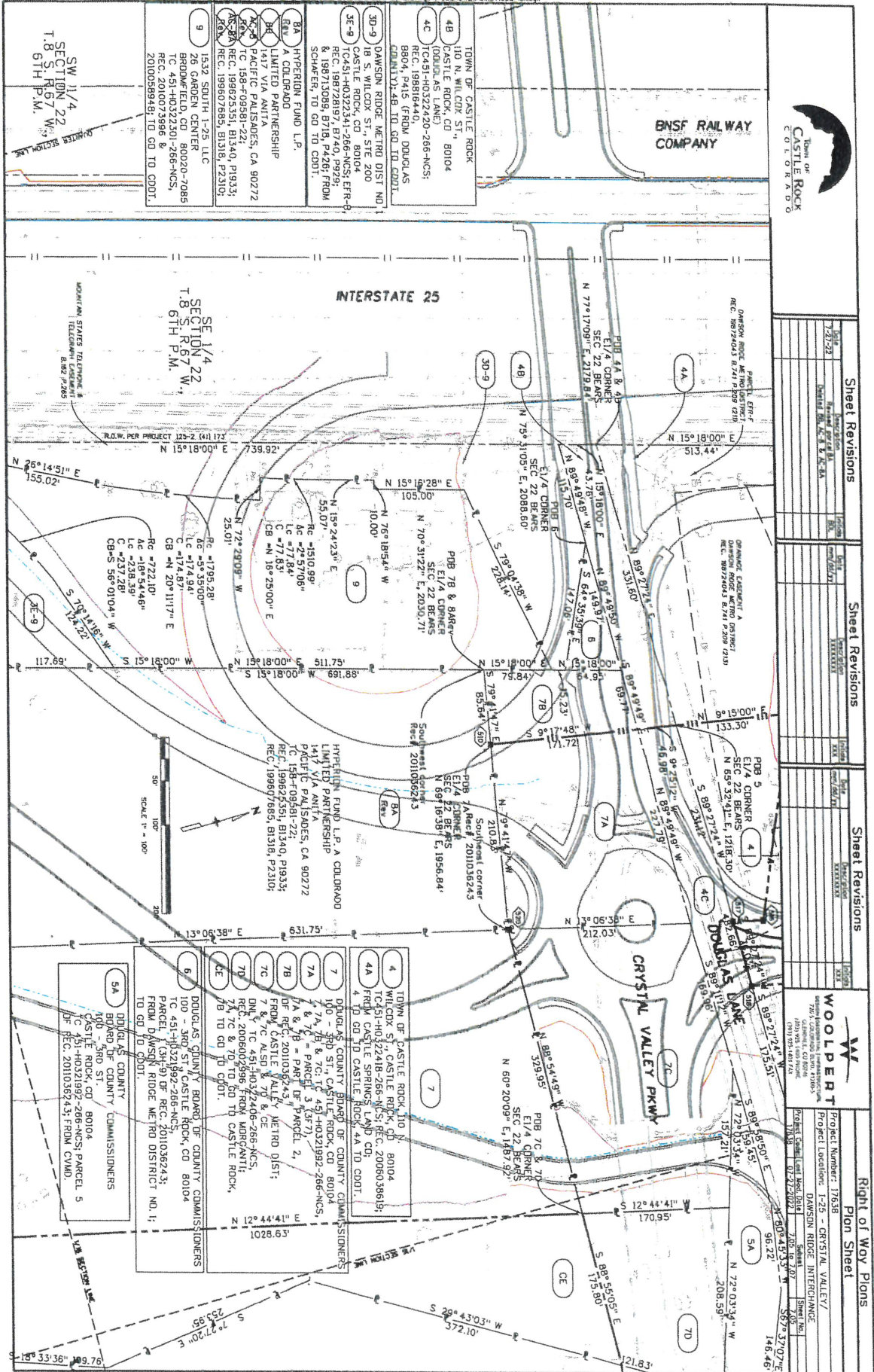
Parcel No.		Ownership Name and Mailing Address	Site Address	Location		Area of Parcel		Area in Square Feet (Acres)		Book and Page No. And/or Reception No.	Title Commitment No.	Remarks
				T. 8 S., R. 67 W., 6th P.M., Section 22		Existing ROW	Net Area	Remainder Left	Remainder Right			
7		Douglas County Board of County Commissioners 100 - 3rd St., Castle Rock, CO 80104		NW 1/4 & SW 1/4 (= W 1/2) of SE 1/4 3F-7 doesn't exist separately any more	316,730 (7.271)	316,730 (7.271)				Parcel 3 of 2011036243	451-H0321892-286	NO OWNERSHIP CHANGE
7A		Same as Parcel 7		SE 1/4	41,634 (0.956)	41,634 (0.956)				part of Parcel 2 Rec#2011036243	451-H0321892-286	NO OWNERSHIP CHANGE
7B		Same as Parcel 7		SE 1/4	12,741 (0.292)	12,741 (0.292)				part of Parcel 2 Rec#2011036243	451-H0321892-286	NO OWNERSHIP CHANGE
7C		Same as Parcel 7		NW 1/4 & SW 1/4 (= W 1/2) of SE 1/4 3F-7 doesn't exist separately any more	66,013 (1.515)	66,013 (1.515)				Parcel 3 of 2011036243, No. 3F-7 (Dawson Ridge)	451-H0321892-286	NO GO TO CASTLE ROCK
7D		Same as Parcel 7		NW 1/4 & SW 1/4 (= W 1/2) of SE 1/4	27,156 (0.623)	27,156 (0.623)				2006002986, Parcel 7 of Proj. C103-015	451-H0322406-286	NO GO TO CASTLE ROCK
8A Rev		Hyperton Fund L.P., a Colorado limited partnership P.O. Box 110 Sedalia, CO 80135			204,057 (4.665)	204,057 (4.665)			0.0		156-709591-22	NO GO TO CDOT
8B Deleted		Same as Parcel 8A			2,764 (0.063)	2,764 (0.063)						NO GO TO DOUGLAS COUNTY

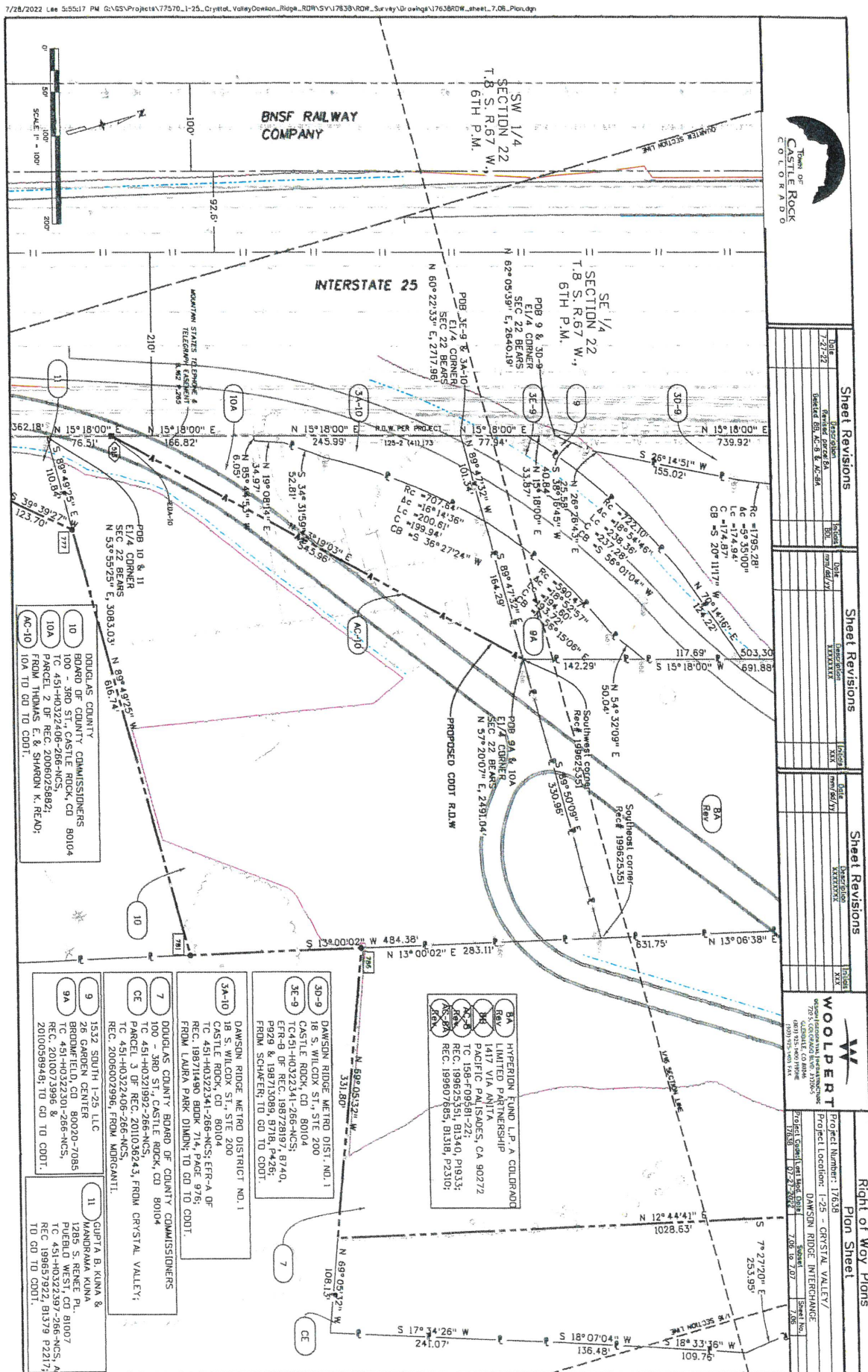
Sheet Revisions		Sheet Revisions	
Date	Description	Date	Description
7/27/22	Revised Section 22		

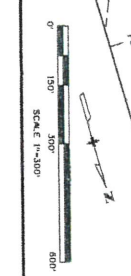
Sheet Revisions		Sheet Revisions	
Date	Description	Date	Description

Sheet Revisions		Sheet Revisions	
Date	Description	Date	Description

Right of Way Plans		Tabulation of Properties	
Project Number: 17635	Project Location: 1-25 - CRYSTAL VALLEY/DAWSON RIDGE INTERCHANGE	Project Number: 17635	Project Location: 1-25 - CRYSTAL VALLEY/DAWSON RIDGE INTERCHANGE
Project Code: 07225002	Project Code: 07225002	Project Code: 07225002	Project Code: 07225002







**COLORADO DEPARTMENT OF
TRANSPORTATION
MEMORANDUM OF
AGREEMENT
Town of Castle Rock**

Project Code: 17638

Parcel No: 8A REV

Project No:

Location: I-25 Crystal Valley/Dawson Ridge Interchange

County: Douglas

State Highway No:

This agreement made on (date) _____, 2023 between the Town of Castle Rock, a Colorado Home Rule Municipality, whose address is 100 Wilcox Street, Castle Rock, Colorado 80104, (GRANTEE) for the purchase of the parcel(s) listed above from the

Owner(s) HYPERION FUND L.P.

(GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	204,057 Sq.ft <input checked="" type="checkbox"/>	\$ 816,228.00
Permanent Easement (described in attached exhibits)	Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 0.00
Temporary Easement (described in attached exhibits)	Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 0.00
Improvements :		\$
Benefits offsetting damages		\$
	Gross Total	\$ 816,228.00
	Less Credit	\$ 0.00
	Net Total	\$ 816,228.00

Other conditions: NONE

The GRANTOR:

- 1) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 2) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 3) Will execute and deliver to GRANTEE those documents indicated below;
- 4) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 5) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Warranty Deed | <input type="checkbox"/> Utility Easement |
| <input type="checkbox"/> Access Deed | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page: | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Partial Release(s) Book/Page: | <input type="checkbox"/> Temporary Easement |
|
<input type="checkbox"/> Or (specify) | |
| <input type="checkbox"/> Title Company to prepare documents except | |

Order Warrant \$ 816,228.00

Payable to: HYPERION FUND L.P.

Order Warrant \$

Payable to:

TOWN OF CASTLE ROCK:

GRANTOR signature

Attach form W-9

David Corliss, Town Manager

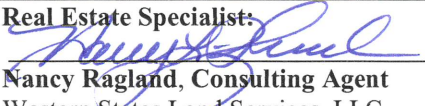
ATTEST:

GRANTOR (if applicable)

Attach form W-9

APPROVED AS TO FORM:

Real Estate Specialist:



Nancy Ragland, Consulting Agent
Western States Land Services, LLC.

Michael J. Hyman, Town Attorney

WARRANTY DEED

This deed, made this _____ day of _____, 2023. Between Hyperion Fund L.P., whose legal address is 701 Lachman Lane, Pacific Palisades, CA 90272, grantor (s) and TOWN OF CASTLE ROCK, a Colorado municipal corporation, whose address is 100 N. Wilcox Street, Castle Rock Colorado 80104, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of **EIGHT HUNDRED SIXTEEN THOUSAND TWO HUNDRED TWENTY EIGHT AND NO/100 DOLLARS (\$816,228.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by the presents does, grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Douglas, State of Colorado described as follow:

See attached *Exhibit A*

Also known as vacant land generally located in the E ½ of S22, T8S, R67W of the 6th PM, Douglas County, Colorado.

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

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, **except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

HYPERION FUND L.P.

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____
as _____ for Hyperion Fund L.P.

Witness my hand and official seal.

Notary Public _____

My Commission expires: _____

EXEMPLAR

EXHIBIT "A"

PROJECT NUMBER: 17638

PARCEL NUMBER: 8ARev

PROJECT CODE: 17638

DATE: July 20, 2022

DESCRIPTION

A tract or parcel of land No. 8ARev of the Department of Transportation, State of Colorado Project No. 17638 containing 204,057 sq. ft. (4.685 acres), more or less, being all of that parcel recorded in Reception Number 199625351 except that portion described as Parcel 8A and recorded June 15, 2011 at Reception Number 2011036243, in the East half of Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 22, Thence S. 70°31'22" W., a distance of 2,030.71 feet, to the southwest corner of said parcel in Reception Number 2011036243 and to the TRUE POINT OF BEGINNING;


1. Thence S. 79°41'47" E., along the South line of said parcel at Reception Number 2011036243, a distance of 296.47 feet to the southeast corner of said parcel and the East line of said parcel at Reception Number 199625351;
2. Thence S. 13°06'38" W., along the East line of said parcel, a distance of 631.75 feet to the southeast corner of said parcel at Reception Number 199625351;
3. Thence N. 89°50'09" W., along the South line of said parcel at Reception Number 199625351, a distance of 330.96 feet to the southwest corner of said parcel;
4. Thence N. 15°18'00" E., along said West line, a distance of 691.88 feet, more or less, to the TRUE POINT OF BEGINNING.

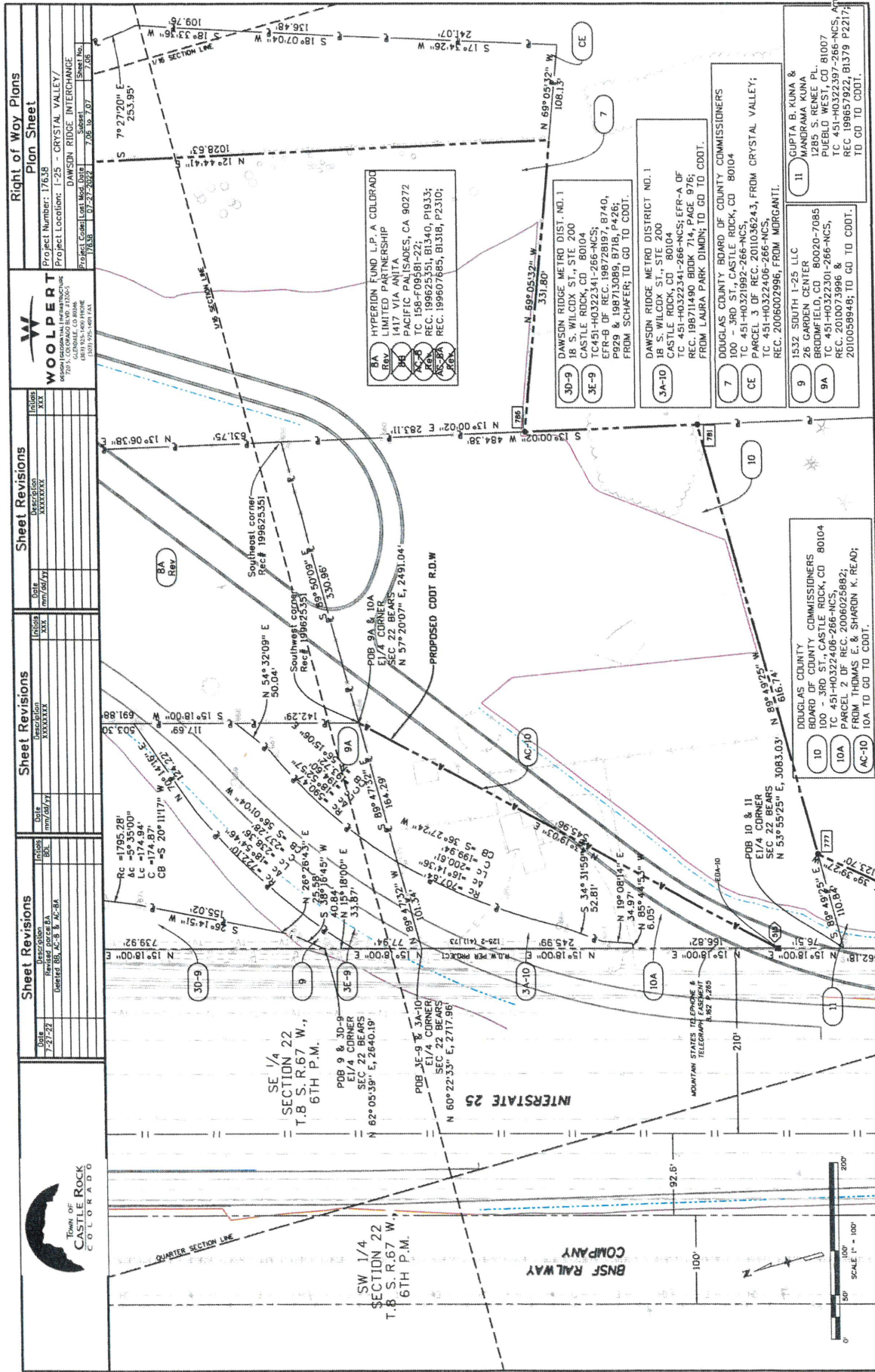
The above described parcel contains 204,057 sq. ft. (4.685 acres), more or less.

Basis of Bearings: All bearings are based on the East line of the NE 1/4 of said Section 22. Said line bears N. 0°10'53" W. a distance of 2660.90 feet. Said line is monumented at the East 1/4 corner by a 3 1/2-inch Aluminum Cap and stamped -T8S R67W, E1/4, S22, S23, PLS 23524 2005-. Said line is monumented at the northeast corner by an 18-inch x 14-inch x 8-foot high concrete pillar.

For and on Behalf of the
Town of Castle Rock
Brandon D. Lee, PLS 37894
720 S. Colorado Blvd. #1200-S
Glendale, CO 80246



			Sheet Revisions		Sheet Revisions		Sheet Revisions		Right of Way Plans	
Date			Description		Date		Description		Project Number: 17638	
2-27-22			Revised Parcel 7A						Tabulation of Properties	
			Revised Parcel 7B						Project Location: 1-25 - CRYSTAL VALLEY	
			Revised Parcel 7C						720 S. COLORADO BLVD. #100-2	
			Revised Parcel 7D						DAWSON RIDGE INTERCHANGE	
			Revised Parcel 7E						PROJECT 1560 1051 W. 100TH AVE	
			Revised Parcel 7F						1051 W. 100TH AVE	
			Revised Parcel 7G						1051 W. 100TH AVE	
			Revised Parcel 7H						1051 W. 100TH AVE	
			Revised Parcel 7I						1051 W. 100TH AVE	
			Revised Parcel 7J						1051 W. 100TH AVE	
			Revised Parcel 7K						1051 W. 100TH AVE	
			Revised Parcel 7L						1051 W. 100TH AVE	
			Revised Parcel 7M						1051 W. 100TH AVE	
			Revised Parcel 7N						1051 W. 100TH AVE	
			Revised Parcel 7O						1051 W. 100TH AVE	
			Revised Parcel 7P						1051 W. 100TH AVE	
			Revised Parcel 7Q						1051 W. 100TH AVE	
			Revised Parcel 7R						1051 W. 100TH AVE	
			Revised Parcel 7S						1051 W. 100TH AVE	
			Revised Parcel 7T						1051 W. 100TH AVE	
			Revised Parcel 7U						1051 W. 100TH AVE	
			Revised Parcel 7V						1051 W. 100TH AVE	
			Revised Parcel 7W						1051 W. 100TH AVE	
			Revised Parcel 7X						1051 W. 100TH AVE	
			Revised Parcel 7Y						1051 W. 100TH AVE	
			Revised Parcel 7Z						1051 W. 100TH AVE	
			Revised Parcel 7AA						1051 W. 100TH AVE	
			Revised Parcel 7AB						1051 W. 100TH AVE	
			Revised Parcel 7AC						1051 W. 100TH AVE	
			Revised Parcel 7AD						1051 W. 100TH AVE	
			Revised Parcel 7AE						1051 W. 100TH AVE	
			Revised Parcel 7AF						1051 W. 100TH AVE	
			Revised Parcel 7AG						1051 W. 100TH AVE	
			Revised Parcel 7AH						1051 W. 100TH AVE	
			Revised Parcel 7AI						1051 W. 100TH AVE	
			Revised Parcel 7AJ						1051 W. 100TH AVE	
			Revised Parcel 7AK						1051 W. 100TH AVE	
			Revised Parcel 7AL						1051 W. 100TH AVE	
			Revised Parcel 7AM						1051 W. 100TH AVE	
			Revised Parcel 7AN						1051 W. 100TH AVE	
			Revised Parcel 7AO						1051 W. 100TH AVE	
			Revised Parcel 7AP						1051 W. 100TH AVE	
			Revised Parcel 7AQ						1051 W. 100TH AVE	
			Revised Parcel 7AR						1051 W. 100TH AVE	
			Revised Parcel 7AS						1051 W. 100TH AVE	
			Revised Parcel 7AT						1051 W. 100TH AVE	
			Revised Parcel 7AU						1051 W. 100TH AVE	
			Revised Parcel 7AV						1051 W. 100TH AVE	
			Revised Parcel 7AW						1051 W. 100TH AVE	
			Revised Parcel 7AX						1051 W. 100TH AVE	
			Revised Parcel 7AY						1051 W. 100TH AVE	
			Revised Parcel 7AZ						1051 W. 100TH AVE	
			Revised Parcel 7BA						1051 W. 100TH AVE	
			Revised Parcel 7BB						1051 W. 100TH AVE	
			Revised Parcel 7BC						1051 W. 100TH AVE	
			Revised Parcel 7BD						1051 W. 100TH AVE	
			Revised Parcel 7BE						1051 W. 100TH AVE	
			Revised Parcel 7BF						1051 W. 100TH AVE	
			Revised Parcel 7BG						1051 W. 100TH AVE	
			Revised Parcel 7BH						1051 W. 100TH AVE	
			Revised Parcel 7BI						1051 W. 100TH AVE	
			Revised Parcel 7BJ						1051 W. 100TH AVE	
			Revised Parcel 7BK						1051 W. 100TH AVE	
			Revised Parcel 7BL						1051 W. 100TH AVE	
			Revised Parcel 7BM						1051 W. 100TH AVE	
			Revised Parcel 7BN						1051 W. 100TH AVE	
			Revised Parcel 7BO						1051 W. 100TH AVE	
			Revised Parcel 7BP						1051 W. 100TH AVE	
			Revised Parcel 7BQ						1051 W. 100TH AVE	
			Revised Parcel 7BR						1051 W. 100TH AVE	
			Revised Parcel 7BS						1051 W. 100TH AVE	
			Revised Parcel 7BT						1051 W. 100TH AVE	
			Revised Parcel 7BU						1051 W. 100TH AVE	
			Revised Parcel 7BV						1051 W. 100TH AVE	
			Revised Parcel 7BW						1051 W. 100TH AVE	
			Revised Parcel 7BX						1051 W. 100TH AVE	
			Revised Parcel 7BY						1051 W. 100TH AVE	
			Revised Parcel 7BZ						1051 W. 100TH AVE	
			Revised Parcel 7CA						1051 W. 100TH AVE	
			Revised Parcel 7CB						1051 W. 100TH AVE	
			Revised Parcel 7CC						1051 W. 100TH AVE	
			Revised Parcel 7CD						1051 W. 100TH AVE	
			Revised Parcel 7CE						1051 W. 100TH AVE	



Right of Way Plans
Plan Sheet
Project Number: 17658 - CRYSTAL VALLEY
Project Location: 1-25 - CRYSTAL VALLEY
Project Code: 07-27-2002
Sheet No. 7.08

Sheet Revisions

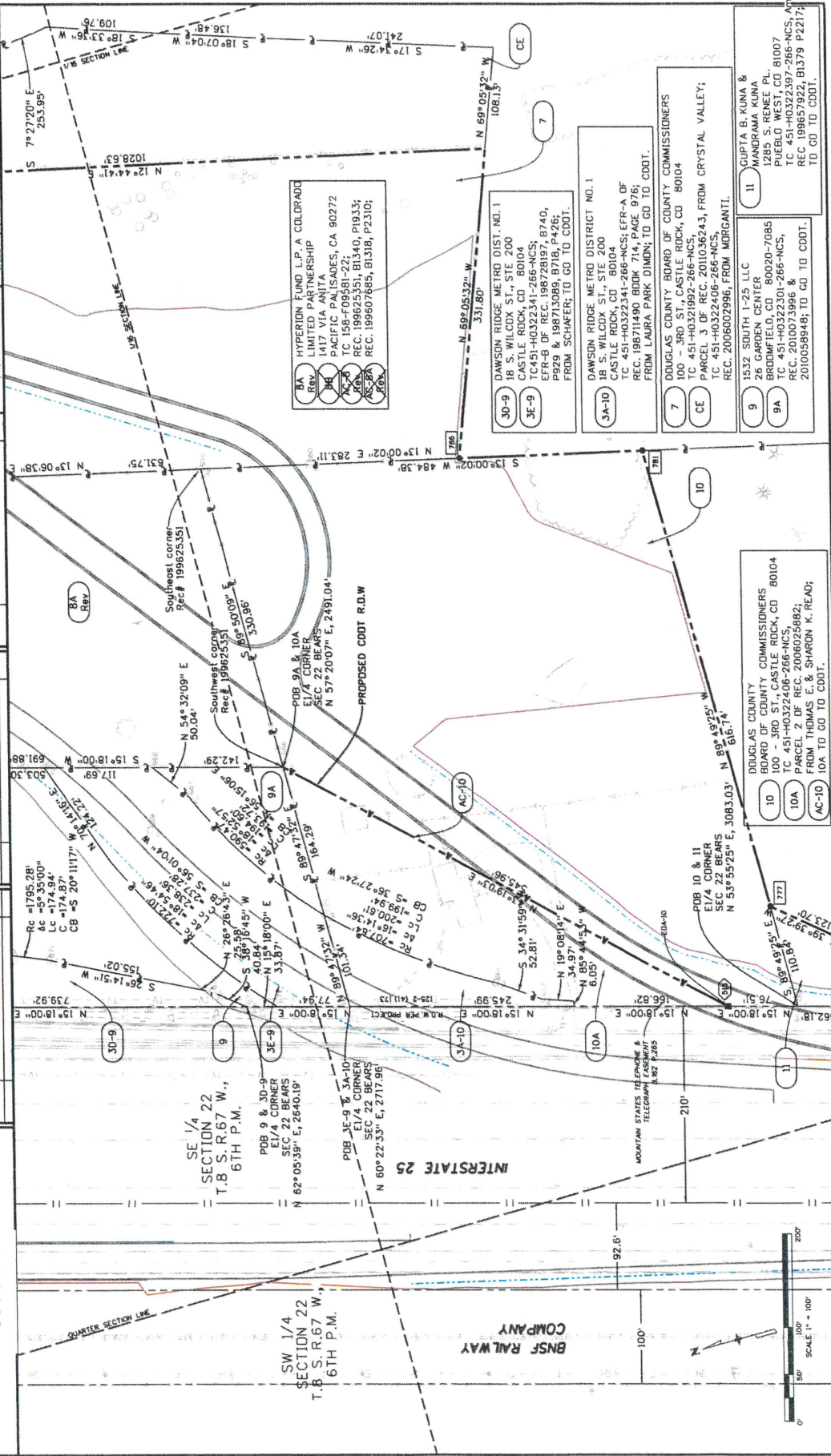
Date	Description	Revised by
07/27/02	Revised for 1-25	BA
07/27/02	Revised for 1-25	BA
07/27/02	Revised for 1-25	BA

Sheet Revisions

Date	Description	Revised by
07/27/02	Revised for 1-25	BA
07/27/02	Revised for 1-25	BA
07/27/02	Revised for 1-25	BA

Sheet Revisions
Date: 7/27/02
Description: Revised for 1-25
Revised by: BA

Sheet Revisions
Date: 7/27/02
Description: Revised for 1-25
Revised by: BA



HYPERION FUND L.P., A COLORADO
LIMITED PARTNERSHIP
PACIFIC PALISADES, CA 90272
TC 158-009581-22;
REC. 199625351, B1340, P1933;
REC. 199625351, B1340, P1933;
REC. 199607685, B1318, P2310;
REC. 199607685, B1318, P2310;

DAWSON RIDGE METRO DIST. NO. 1
18 S. WILCOX ST., STE. 200
CASTLE ROCK, CO. 80104
TC 451-H0322341-266-NC5;
EFR-B OF REC. 198728197, B740,
P929 & 19873089, B718, P426;
FROM SCHAFER TO GO TO COOT.

DAWSON RIDGE METRO DIST. NO. 1
18 S. WILCOX ST., STE. 200
CASTLE ROCK, CO. 80104
TC 451-H0322341-266-NC5;
EFR-A OF
REC. 198711490 BOOK 714, PAGE 976;
FROM LAURA PARK DIMOND; TO GO TO COOT.

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
100 S. WILCOX ST., STE. 200
CASTLE ROCK, CO. 80104
TC 451-H0322341-266-NC5;
PARCEL 3 OF REC. 2010136243, FROM CRYSTAL VALLEY;
TC 451-H0322406-266-NC5,
REC. 2006002996, FROM MERCANTIL.

1532 SOUTH 1-25, LLC
MANDARINA KUNA
1285 S. RENEE PL.
PUEBLO WEST, CO. 81007
TC 451-H0322397-266-NC5, Appendix
REC. 199657922, B1379 P2277;
TO GO TO COOT.

DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS
100 S. WILCOX ST., STE. 200
CASTLE ROCK, CO. 80104
TC 451-H0322406-266-NC5;
PARCEL 2 OF REC. 2006002996;
FROM THOMAS, L.L. & SONARON K. REAO;
TO GO TO COOT.

PUB 10 & 11
CORNER
E1/4 CORNER
SEC 22 BEARS
N 53° 55' 25" E, 3083.03';
N 89° 49' 25" E, 816.74';
N 89° 49' 25" E, 816.74';
N 89° 49' 25" E, 816.74';

PUB 10 & 11
CORNER
E1/4 CORNER
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7/28/2022 1:25:51 PM C:\GIS\Projects\17658\1-25-Crystal Valley\Drawings\Right of Way\17658R08W_Sheet 7.08_Plan.dgn

Colorado Revised Statutes 38-1-121.

Appraisals - negotiations. (1) As soon as a condemning authority determines that it intends to acquire an interest in property, it shall give notice of such intent, together with a description of the property interest to be acquired, to anyone having an interest of record in the property involved. If the property has an estimated value of five thousand dollars or more, such notice shall advise that the condemning authority shall pay the reasonable costs of an appraisal pursuant to subsection (2) of this section. Such notice, however, need not be given to any of such persons who cannot be found by the condemning authority upon the exercise of due diligence. Upon receipt of such notice, such persons may employ an appraiser of their choosing to appraise the property interest to be acquired. Such appraisal shall be made using sound, fair, and recognized appraisal practices which are consistent with law. The value of the land or property actually taken shall be the fair market value thereof. Within ninety days of the date of such notice, such persons may submit to the condemning authority a copy of such appraisal. The condemning authority immediately upon receipt thereof shall submit to such persons copies of its appraisals. If the property interest is being acquired in relation to a federal aid project, then the appraisals submitted by the condemning authority shall be those which have been approved by it pursuant to applicable statutes and regulations, if such approval is required. All of these appraisals may be used by the parties to negotiate in good faith for the acquisition of the property interest, but neither the condemning authority nor such persons shall be bound by such appraisals.

(2) If an appraisal is submitted to the condemning authority in accordance with the provisions of subsection (1) of this section, the condemning authority shall pay the reasonable costs of such appraisal. If more than one person is interested in the property sought to be acquired and such persons cannot agree on an appraisal to be submitted under subsection (1) of this section, the condemning authority shall be relieved of any obligation herein imposed upon it to pay for such appraisals as may be submitted to it pursuant to this section.

(3) Nothing in this section shall be construed as in any way limiting the obligation of the condemning authority to negotiate in good faith for the acquisition of any property interest sought prior to instituting eminent domain proceedings or as in any way limiting the discovery rights of parties to eminent domain proceedings.

(4) Nothing in this section shall prevent the condemning authority from complying with federal and state requirements to qualify the authority for federal aid grants.

(5) Nothing in this section shall be construed to limit the right of the condemning agency to institute eminent domain proceedings or to obtain immediate possession of property as permitted by law; except that an eminent domain proceeding may not proceed to trial on the issue of valuation until the ninety-day period provided in subsection (1) of this section has expired or the owner's appraisal has been submitted to the condemning authority, whichever is sooner.

(6) If the parties involved in the negotiations fail to reach agreement on the fair market value of the property being acquired, the condemning authority, prior to proceeding to trial on the issue of valuation, shall furnish all owners of record a written final offer.

Source: L. 75: Entire section added, p. 1405, § 1, effective July 18. L. 78: (1) and (5) amended, p. 274, § 100, effective May 23. L. 85: (1) amended and (6) added, p. 1194, § 5, effective June 6.

ANNOTATION

Statute designed to facilitate negotiations and settlement. This statute, which is not mandatory, contemplates and is designed to facilitate negotiations and settlement between parties involved in condemnation proceedings. *City of Colorado Springs v. Berl*, 658 P.2d 280 (Colo. App. 1982).

This section does not apply to the award of costs pursuant to C.R.C.P. 54(d). *City of Colorado Springs v. Berl*, 658 P.2d 280 (Colo. App. 1982).

When costs of appraisals are litigation expenses. If the owner chooses not to submit appraisals prior to trial, but does so as evidence during trial, the costs of the appraisals of real property are correctly viewed as expenses necessarily incurred by reason of the litigation. *City of Colorado Springs v. Berl*, 658 P.2d 280 (Colo. App. 1982).

Amount offered by county not dispositive of lack of good faith attempt to negotiate where efforts by county were thwarted by lack of response from the landowners. *Bd. of County Comm'rs v. Blosser*, 844 P.2d 1237 (Colo. App. 1992).

Town of Castle Rock

DEMOGRAPHIC INFORMATION

To be completed by the Real Estate Specialist:

► **NOTE:** Only one section of this form should be completed. If the residential portion is applicable please strike through the business portion. If the business portion is applicable please strike through the residential portion. ◀

Project Code: 17638

Parcel: 8A

Project Number:

Location: I-25 Crystal Valley/Dawson Ridge Interchange

☒ Acquisition

☐ Relocation

To be completed by Property Owner/Tenant :

NAME: Hyperion Fund L.P.

VOLUNTARY INFORMATION

The information is voluntary. It is requested only for record keeping purposes required by Title VI of the Civil Rights Act of 1964 and other federal laws that prohibit discrimination by recipients of federal funds. This sheet is confidential and will be kept permanently separated from the acquisition/relocation files.

RESIDENTIAL:

ETHNICITY/RACE: Check only one.

- ☐ 1 – Black or African American, Not Hispanic or Latino
☐ 2 – American Indian or Alaska Native
☐ 3 – Asian

- ☐ 4 – Hispanic or Latino
☐ 5 – White, Not Hispanic or Latino
☐ 6 – Native Hawaiian or Pacific Islander

BUSINESS:

ETHNICITY/RACE:

- ☐ 1 – Woman-owned
☐ 2 – Minority-owned
☐ 3 – All other-owned

Please return in the attached pre-paid envelope to:

Colorado Department of Transportation – ROW Services
Attn: Acquisition/Relocation Unit
2829 West Howard Place
Denver, CO 80204

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

HYPERION FUND LP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

____ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.