

## PROPERTY LEASE AGREEMENT

This PROPERTY LEASE AGREEMENT (the “Lease”), entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Castle Rock, Colorado, a home rule municipal corporation (“Town”) and Cellco Partnership d/b/a Verizon Wireless, a Delaware partnership (“Tenant”), each a “Party,” jointly, the “Parties.”

### RECITALS

A. The Town is the owner in fee simple of a parcel of land located in the Town of Castle Rock, Douglas County, State of Colorado, legally described in the attached *Exhibit A* (the “Property”).

B. The Town and Tenant are parties to an Option and Lease Agreement dated December 13, 1994 (the “Original Lease”), pursuant to which Tenant leases space on the Property (the “Premises”) for the purposes of occupying and installing its Communication Facilities as more specifically set forth below on the portion of the Property described and depicted in the attached *Exhibit B*.

C. The term of the Original Lease expired on January 31, 2022.

D. The Parties wish to enter into a new lease agreement which shall be effective upon the expiration of the Original Lease. The Parties are entering into this Lease in accordance with the terms and conditions set forth below.

### LEASE

1. Leased Premises and Tower. The Town leases to Tenant and Tenant leases from Town (i) the Premises on an exclusive basis, except for colocation of facilities as provided in Sections 4 and 5 of this Lease for the continued operation and maintenance of an existing communication tower (the “Tower”), together with (ii) the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a right- of-way and easement extending from the nearest public right(s)-of-way to the Premises. The Town agrees to execute without delay any easement documents as may be required by any utility company in connection with Tenant’s use of the Premises.

The height of the Tower may not be modified by Tenant without the express written approval of the Town, which approval shall be entirely at the discretion of the Town. All other modifications to the Tower shall be made in compliance with this Lease and applicable Town ordinances and regulations, as the same may be amended from time to time (the “Town Regulations”). Tenant may replace elements of the Tower structure as necessary to maintain its structural integrity and as necessary to accommodate installation of equipment on the Tower if otherwise permitted under this Lease. The Town shall have no obligation to repair or replace any element of the Tower. Tenant shall maintain the Tower to the recognized standards of the industry. With the commencement of each Renewal Term, Tenant shall periodically provide Town with

certification of a qualified engineer that the Tower is structurally sound.

2. Term. This Lease shall commence on February 1, 2022 (the “Commencement Date”), for an initial term of five years. Tenant shall have the right to automatically extend the terms of this Lease for four (4) additional five (5)-year Renewal Terms upon the same terms and conditions found herein, unless Tenant terminates the Lease at the end of any Renewal Term by giving Town written notice of the intent to terminate at least six (6) months prior to the end of the then-current Renewal Term.

If at the end of the fourth five year Renewal Term, the Lease has not been terminated by either Party by giving the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Lease shall continue in force upon the same covenants, terms and conditions and at the Rental specified for the fourth five year Renewal Term, for a further term of one year and for annual terms thereafter until terminated by either Party giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

The Renewal Terms are as follows:

- Renewal Term 1 – Year 6-10
- Renewal Term 2 – Year 11-15
- Renewal Term 3 – Year 16 - 20
- Renewal Term 4 – Year 21 – 25

3. Rent. The monthly rent for the first year of the Lease Term shall be Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (“Lease Payment”). Said rent shall be payable in advance to the Town, for the benefit of the Town Parks and Open Space, on or before the first day of each calendar month. For each subsequent year, rent shall increase by three percent (3%) annually as follows:

Tenant shall pay the Town a late payment charge equal to five percent (5%) of the amount due for any Rent payment not paid within fifteen (15) days of receipt of written notice from the Town that such payment is late. Any such delinquent Rent shall bear interest until paid at the rate of twelve percent 12% per annum until the delinquent Rent is paid in full.

Tenant shall pay, as additional rent, any increase in real property taxes levied against the Premises, which are directly attributable to Tenant’s use and improvement of the Premises, and the Town agrees to provide Tenant with proof of such increase.

4. Colocation by Governmental Agency. Tenant shall allow the Town or other governmental agency (“Governmental Agency”), pursuant to a lease agreement substantially similar to this Lease, at no cost to the Town or other Governmental Agency, to locate communications facilities (including, but not limited to antennas, transmitters, receivers, support equipment, buildings and facilities) on the Tower and on a portion of the Property for the purposes of fire, police, public safety, ethernet and other governmental and public communication purposes. Tenant shall also provide to Town the use of Tenant's facilities.

5. Colocation by Other Providers. The Parties intend that other communication service providers will locate on the Tower and Premises. The term “Colocator” and “Colocation” as used in this Lease, shall refer only to entities other than Tenant, the Town or a Governmental Agency that colocates on the Tower. Neither Tenant nor the Town are Colocators as that term is used in this Lease. If possible and in Tenant’s reasonable discretion, Tenant, shall allow colocation on the Tower and a portion of the Premises. Tenant and the Colocators shall negotiate in good faith to accomplish colocation on the Tower and the Premises. Good faith negotiations shall include offering a Colocator the opportunity to Rent space on the Tower and Premises at fair market value. Colocators as of the date of the execution of this Lease are listed on *Exhibit C*. Tenant has provided Town with copies of Colocation agreements in effect as of the date of execution of this Lease. Tenant shall provide Town with copies of all such agreements or amendments thereto in the future within thirty (30) days of the execution of such Colocation agreements.

Colocators desiring to colocate on the Tower must enter into separate written agreements with the Tenant relating to use of the Tower and the Premises and obtain authorization from the Town which shall be based on the applicable criteria in the Town Regulations. In addition to the terms of any such sublease between the Colocators and the Tenant, the Colocators shall be bound by all of the terms and conditions of this Lease and in the event of a conflict between the two documents, this Lease shall govern and control.

In addition to the other applicable provisions of this Lease, Colocators shall be subject to the following conditions.

a. Technical Report. Each potential Colocator shall provide Tenant and the Town with detailed specifications for and the weight of the proposed antennas and the proposed transmission frequencies and characteristics, together with an engineering report satisfactory to Tenant, the Town and the Colocators showing that the Tower will support the load, and that the use of the new antennas at the specified frequencies and other transmission characteristics will not cause any interference to the receipt and transmission of Tenant, the Town, Governmental Agency or other Colocators, or create any deleterious effect on the public health or safety. In addition, Town of its own initiative may commission such technical studies and reports to ascertain compliance with this subsection.

b. Costs. Each Colocator shall pay all costs associated with the installation, maintenance and use of its antennas and related equipment, equipment storage pads, equipment shelter/cabinets, including without limitation, utilities.

c. Indemnification. Each Colocator shall indemnify and hold harmless Tenant and the Town from all claims and liabilities with respect to the Colocator's use of and transmission from Colocator’s facilities and shall agree to name Tenant and the Town as additional insureds under its general liability insurance policy.

d. Permits/Approvals. Each Colocator shall be responsible for all governmental permits and satisfaction of all other regulatory approvals with respect to the installation of equipment on and use of the Tower, and shall comply with all federal, state and local laws and regulations including the Town Regulations in constructing and using its own

equipment and facilities on the Premises.

e. Structural Upgrade to Tower. The Parties recognize that the structural loading of the Tower may reach its limits if the Town and the Colocators add equipment to the Tower, in addition to Tenant's antennas and equipment. In the event that any structural upgrades to the Tower or a Tower replacement are necessitated in whole or in part because of future equipment added to the Tower by the Colocator, the structural upgrades or Tower replacement shall be paid for by the Colocator. Any such structural upgrades must be approved by the Town and permitted in accordance with applicable Town Regulations.

6. Use of Premises.

a. Tenant shall use the Premises for the installation, operation, and maintenance of Equipment necessary for the transmission, reception and operation of a wireless communication system and uses incidental thereto and for no other uses. The Town may utilize or permit others to use other portions of the Property provided that such other uses do not interfere with or impede the use of the Premises by Tenant or a Colocator.

b. Tenant shall, at its expense, comply with all applicable federal, state, and local laws, ordinances, rules and regulations in connection with the provision of service and the use, operation, maintenance, construction and/or installation of Equipment and/or the Premises. Provided such use is permitted by the Town pursuant to this Lease, the Town shall reasonably cooperate with Tenant in obtaining, at Tenant's expense, any licenses, permits or other governmental approvals required for or substantially required by Tenant's use of the Premises.

c. Tenant shall remove the Equipment from the Premises within ninety (90) days of the expiration or earlier termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Town or any of Town's assignees or lessees, or any Colocators. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Town consents to such non-removal, title to the affected improvements shall thereupon be transferred by Tenant to Town, at no cost to Town, and the same thereafter shall be the sole and entire property of Town, and Tenant shall be relieved of its duty to otherwise remove same.

d. Upon removal of the Equipment and other improvements Tenant shall restore the affected area of the Premises as reasonably possible to its original condition, excepting normal wear, tear and casualty events.

e. All costs and expenses for the removal and restoration to be performed by Tenant above shall be borne by Tenant, and Tenant shall hold the Town harmless from any costs and expenses thereof.

f. Tenant shall pay any incremental additional utility charges to the Premises incurred as a result of Tenant's Permitted Use. Tenant shall have the right, at its expense, to install or improve utilities within or on the Property to service the Premises.

7. Equipment Upgrade. Subject to compliance with the Approvals: Compliance with Laws Section of this Lease, Tenant may update, relocate or replace the Equipment on the Tower from time to time with the prior written approval of the Town, provided that (i) the replacement Equipment is not greater in number or size than the existing Equipment (ii) and the Tenant has demonstrated compliance with the criteria of the Technical Report Section of this Lease, with respect to interference and public health and safety. Notwithstanding the foregoing, Tenant may add, repair, modify, and make like-kind replacements of its ground-based equipment without the Town's approval.

8. Improvements and Maintenance.

a. Tenant shall be responsible for improving the access road in accordance with specifications described in *Exhibit D*. Such improvements shall be completed no later than twelve (12) months following the full execution of this document. Prior to beginning the required improvements, Tenant shall obtain written approval of same from the Town. The Town shall have the opportunity to inspect the improvements at any time. In constructing such improvements, Tenant shall comply with all federal, state and local laws and regulations, including the Town regulations.

b. Tenant shall, at its own expense, maintain the Premises and Equipment on or attached to the Premises in a safe condition, in good repair and so as not to conflict with the use of others leasing of the Premises from Town. In addition to the other provisions contained herein, Tenant shall not interfere with the use of the Premises, related facilities or other equipment of other entities existing on the Premises as of the date of the execution of this Lease.

c. Tenant shall have sole responsibility for the maintenance, repair, and security of its Equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

d. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Town services.

e. For the life of this lease, Tenant shall have sole responsibility for the maintenance and repair of the access road to the Premises and Tower site. Tenant shall maintain the access road to the Town's specifications. Should Tenant enter into a sublease with a third party collocator, Tenant may require that collocator to share in the cost of road maintenance. Following the expiration or termination of this lease, the Town shall assume the responsibility to maintain and repair the access road.

f. Tenant shall provide the Town with at least two (2) weeks written notice prior to beginning any maintenance or repair of the Premises and Tower site. In the event Tenant fails to provide the requisite notice, the Town may, at its discretion, require Tenant to delay any such maintenance or repair as to conform to the two (2) week notice requirement herein.

9. Premises Access. Tenant and the Town shall have access to the Premises seven days per week and 24 hours per day. Where access to the Premises is through a locked gate, Tenant shall be responsible for its actions and those of its employees, agents and contractors for the locking of such gate upon entry and departure from the Premises.

a. Any vehicle on or accessing the Property, including any subcontractor's vehicle, shall display a decal identifying the organization or company with whom they are associated. The decal shall be placed in a prominent location on the vehicle.

b. After the completion of the access road improvements, the Parties shall work together to implement a new lock system at the Property, such as a Stymielock, to ensure access to both Parties.

10. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities, if reasonably feasible, associated with its use of the Premises and shall timely pay all costs associated therewith.

11. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

12. Approvals: Compliance with Laws. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority or from any other necessary person or entity. Tenant shall erect, maintain and operate its Equipment in accordance with the applicable site standards, statutes, ordinances, rules and regulations of any federal, state or local authority.

13. Interference.

a. Tenant's installation, operation and maintenance of its Equipment shall not damage, impair or interfere in any way with Town's operations and maintenance of Town facilities collocated on the Tower pursuant to the Colocation by Governmental Agency Section of this Lease. Tenant agrees to cease all such actions which interfere with the Town's use of the Premises when so notified by the Town of such interference. With regard to change in use or future use, the Town and Tenant shall enforce sound radio engineering standards and practices implemented and consistent with industry practices and governmental regulations, and diligently and in good faith resolve radio frequency interference problems that may arise between each other and/or Colocators or any other Governmental Agency.

b. Neither the Town nor Tenant shall interfere with the operations of the other. In order to identify potential interference to an existing user's signals, prior to placing equipment into service, the entity installing the equipment shall perform certain interference tests consistent with industry standards and will agree to utilize any filters or other additional equipment necessary to prevent such interference. In the event of any such interference, the entity causing the interference shall take all actions necessary to eliminate such interference in accordance with

generally accepted technical standards. If the entity does not correct or commence to correct, within twenty-four (24) hours of receipt of written notice of objectionable interference which, in the reasonable discretion of existing users, materially degrades the operations of existing users on the Premises, the entity causing the interference shall discontinue operating its equipment immediately upon demand, unless and until it can be operated without interference, within the reasonable discretion of the entity which is subjected to the interference, or shall replace the interfering equipment with alternate equipment that does not cause such interference. Provided further, the Town shall not be required to cease operations of any equipment necessary to maintain essential public services provided the Town works diligently to resolve the interference.

c. Tenant agrees that any future occupants of the Tower subsequent to Tenant will be required to provide Tenant with these same protections against interference, and that Tenant shall have the obligation to eliminate any interference with the existing operations of the Town caused by such subsequent occupants. In the event any such interference is not eliminated to the reasonable satisfaction of the Town, Tenant shall ensure that those occupying the Tower after Tenant, including Tenant, shall remove any and all equipment interfering with the Town's equipment.

d. The Town shall comply with the provisions of this Section of the Lease regarding any communication equipment and users which may occupy the portion of the Property outside of the Premises.

e. In the event any other entity, including a Governmental Agency, requests a lease and/or permission to place any type of additional antenna(s) or transmission facility on the Tower or Premises, the procedures set forth in this Section shall govern to determine whether such antenna(s) or transmission facility will interfere with Tenant's transmission operations or that of any other existing user occupying space on the Tower. If Town receives any such request, Town shall submit a proposal, complete with all technical specifications reasonably requested by Tenant, to Tenant for review for noninterference; however, Town shall not be required to provide Tenant with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed facility. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of antenna(s) or facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such 30-day period and Tenant's objections are verified by Town to be valid, then the requesting party shall not proceed with such proposal unless the requesting party modifies the proposal in a manner determined, in the Town's and Tenant's reasonable judgment, to adequately reduce the interference. In that case, such requesting party may proceed with the proposal.

14. Default and Town's Remedies. It shall be a default of this Lease if (i) Tenant defaults in the payment or provision of Rent or any other sums due to the Town, and does not cure such default within thirty (30) days after receipt of written notice; (ii) Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after receipt of written notice from the Town specifying the default complained of; (iii) Tenant abandons or/ vacates the Premises; or (iv) Tenant is adjudicated as bankrupt or makes any

assignment for the benefit of creditors; or if Tenant becomes insolvent.

In the event of a default, the Town shall have the right, at its option, in addition to and not exclusive of any other remedy the Town may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and declare this Lease at an end, in which event the Tenant shall immediately remove the Equipment and pay Town a sum of money equal to the total of the amount of the unpaid Rent accrued through the date of termination.

It shall be a default of this Lease if (i) the Town fails to comply with this Lease and does not remedy the failure within 30 days after written notice by Tenant or, if the failure cannot reasonably be remedied in such time, if the Town does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) the Town fails to comply with this Lease and the failure interferes with Tenant's use and the Town does not remedy the failure within 5 days after written notice from Tenant or, if the failure cannot reasonably be remedied in such time, if the Town does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice.

If suit shall be brought by the either Party to enforce any provisions of this Lease, or due to the breach of any other covenant, the prevailing party shall be entitled to all expenses incurred, including reasonable attorneys' fees.

In the event of a default of this Lease by Tenant, the Town may at any time, after notice, cure the default for the account of and at the expense of Tenant. If the Town is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Town's rights under this Lease, the sums so paid by the Town, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from Tenant to the Town on the first day of the month following incurring the respective expenses be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Town its cost of cure.

15. Optional Termination. This Lease may be terminated by Tenant, (a) if Tenant is unable to obtain or maintain any license, permit, or other governmental approval necessary for the operation of the Tower, Equipment or Tenant's permitted business hereunder; (b) by either Party upon default of the other of any covenant or term hereof, which default is not cured within sixty (60) days following receipt of written notice of default (without, however, limiting any other rights available to the Parties pursuant to any other provisions hereof); and (c) by Tenant if its communication facilities are or become obsolete or unnecessary; and (d) by the Town in the event Tenant becomes insolvent or bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant.

Upon termination of this Lease for any reason, Tenant shall remove its Equipment and leasehold improvements from the Premises, on or before the date of termination, and shall repair any damage to the Premises caused by such Equipment, normal wear and tear and casualty damage excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not



removed or conveyed to the Town in accordance with this Lease by the end of Lease term or upon Lease termination shall immediately become the property of the Town.

16. Effect of Termination. Notice of Tenant's termination pursuant to the Optional Termination Section of this Lease shall be given to the Town in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All Rentals paid for the Lease of the Premises prior to said termination date shall be retained by the Town. Upon such termination, this Lease shall become null and void and the Parties shall have no further obligations to each other, except as otherwise provided in this Lease or by applicable law.

17. Alteration, Damage or Destruction. If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Equipment through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days written notice to the Town. In such event, Tenant shall promptly remove the Equipment from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, reasonable wear tear and casualty excepted. This Lease and Tenant's obligation to pay Rent shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence and its other obligations hereunder, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. The Town shall have no obligation to repair any damage to any portion of the Premises.

18. Condemnation. In the event the Premises are taken by any entity other than the Town by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a significant portion of the Premises which substantially affects the operation of Tenant's business is taken by eminent domain, either Party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Town shall receive the full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof since all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to the Town. Tenant shall have the right to claim and recover from the condemning authority, other than the Town, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its Equipment and leasehold improvements.

19. Indemnity and Insurance.

a. Disclaimer of Liability: The Town shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Equipment unless such injury or damage arises from the negligence or willful misconduct of the Town, its officers, agents or employees.

b. Indemnity: During the term of the Lease, Tenant shall indemnify and hold the Town harmless against any claim of liability or loss (including, without limitation, reasonable attorneys' fees and costs) from personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property caused by the acts or omissions of Tenant, its servants or agents or any other party for whom Tenant may be responsible,

which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation, except to the extent that such claims or damages may be due to or caused by the acts or omissions of the Town, its servants, agents, or any other party for whom Town may be responsible. All indemnity provisions set forth in this Lease shall survive termination or expiration of this Lease for any reason.

c. Governmental Immunity: The Parties understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations afforded the Town under the Colorado Governmental Immunity Act, as from time to time amended.

d. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, unless caused by the Town, its employees) agents or contractors and Tenant hereby agrees to indemnify and hold harmless the Town against and from any claim asserted or liability imposed upon the Town for personal injury or property damage to any person (other than from Town's negligence) rising out of Tenant's installation, operation, maintenance or use of the Premises or Tenant's Equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

e. Insurance: During the term of this Lease, Tenant shall maintain in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with limits of Five Hundred Thousand Dollars (\$500,000) for each accident/disease/policy limit. Town shall not, under any circumstances, be required or obligated to provide Worker's Compensation benefits to any officer, employee, agent, contractor or subcontractor of Tenant.

ii. Commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence of bodily injury (including death), and property damage and One Million Dollars (\$1,000,000) general aggregate including personal and advertising injury, blanket contractual liability, products and completed operations liability, independent contractor's liability;, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Commercial Automobile liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage covering all owned, hired, and non-owned vehicles in use at the property.

iv. Telecommunications, Media & Technology Errors & Omissions insurance with a limit of Two Million Dollars (\$2,000,000) per claim and aggregate.

v. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, radios, antenna, materials, machinery and supplies of any nature whatsoever which are to

be used in or incidental to the installation of the Equipment. Upon completion of the installation of the Equipment, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Equipment. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

vi. Business interruption insurance coverage in an amount sufficient to cover such loss of revenues for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Equipment which is damaged and caused the loss of revenue.

vii. All policies other than Worker's Compensation and Errors & Omissions shall be written on an occurrence and not on a claims made basis.

f. Listed Insureds: The commercial general liability and commercial automobile liability policies include the Town and all associated, affiliated, allied and subsidiary entities of Town and their respective officers, boards, commissions, and employees as additional insureds as their respective interests may appear under this Agreement (herein referred to as the "Additional Insureds").

g. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Lease shall be filed and maintained with the Town upon the commencement of the term of the Lease. Tenant shall immediately advise Town of any claim or litigation that may result in liability to Town. Tenant's Certificate of Insurance is attached to this Lease as *Exhibit E*.

h. Cancellation of Policies of Insurance: Upon receipt of notice from its insurer(s) Tenant shall provide the Town with thirty (30) days' prior written notice of cancellation of any required coverage.

i. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed, authorized, or permitted to do business by the State of Colorado or surplus line carriers on the State of Colorado Insurance Commissioner's approved list of companies qualified to do business in the State of Colorado. All insurance carriers and surplus line carriers shall be rated A VII or better by A.M. Best Company.

j. Subcontractors: Tenant shall require all contractors and their subcontractors who perform work on the Premises to obtain and maintain substantially the same insurance as required of Tenant.

k. Review of Limits: Once during each calendar year during the term of this Lease or any renewals thereof, the Town may review the insurance coverages to be carried by Tenant. If the Town determines that higher limits of coverage are necessary to protect the interests of Town or the Additional Insureds, upon prior written notice to, review and acceptance by Tenant, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

20. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose

on the Premises nor transport to or over the Premises any hazardous substance, except as required in Tenant's business. Tenant further agrees to hold Town harmless from and indemnify Town against any release of any such hazardous substance arising directly or indirectly from Tenant's use and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Town shall be solely responsible for and will defend, indemnify, and hold Tenant, its agents and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property arising from Town's use of hazardous substances or any such substances on or affecting the Property which precede the date Tenant commences use on the Premises.

21. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Town, shall be construed to be a tenancy from month to month at 103% then-current rent (prorated on a monthly basis) and shall otherwise be on the terms and covenants and conditions herein specified.

22. Acceptance of Premises. By making non-exclusive use of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Town makes no representation or warranty with respect to the condition of the Premises and Town shall not be liable for any latent or patent defect in the Premises.

23. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than thirty (30) days prior request by Town, deliver to Town a statement in writing certifying that (i) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (ii) the dates to which Rent and other charges have been paid; and (iii) so far as the person making the certificate knows, Town is not in default under any provisions of the Lease.

24. Notices. Except as otherwise provided herein, all notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Town, to:           Town Manager  
                                  Town of Castle Rock  
                                  100 N. Wilcox Street  
                                  Castle Rock, Colorado 80104

With a copy to:           Town Attorney  
                                  Town of Castle Rock  
                                  680 N. Wilcox Street

Castle Rock, Colorado 80104

If to Tenant, to:

Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

25. Assignment. Except as otherwise provided herein, Tenant shall not sublet the whole or any part of the Premises. Tenant shall not assign or transfer this lease without the prior written consent of Town which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right without consent, with prior notice to Town, to assign or transfer this Lease to any parent, subsidiary or affiliate entity of Tenant, which assignment, transfer or sublease shall fully release Tenant from any further obligations or liability under the terms, covenants and conditions of this Lease, commencing on the effective date of the assignment, transfer or sublease provided Tenant is not then in default of this Lease.

26. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, and their respective permitted successors and assigns.

27. Non-Waiver. Failure of Town to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Town shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity. The receipt of any sum paid by Tenant to Town after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

28. Taxes.

a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments which are levied or assessed due to Tenant's use or improvement of the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Town, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.

b. Tenant shall indemnify Town from any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments, if any, now imposed on property, there is imposed a tax upon or against the Rentals

payable by Tenant to Town, Tenant shall pay those amounts in the same manner as provided for in the payment of real and personal property taxes.

29. Approvals. Tenant shall be responsible for obtaining all necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the Town is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Tenant from any person or entity.

30. Interference with Open Space. Tenant shall not cause or take any action which interferes with the Town's open space. If the Town identifies any such interference, the interference shall be a default and subject to the Default and Town's Remedies Section of this Lease.

31. Footprint of Tenant's Lease Space. The footprint of Tenant's lease space, as outlined in *Exhibit B*, shall not be modified or expanded without the express written approval of the Town.

32. Conservation Values. Any activities conducted by Tenant shall not adversely affect the Conservation Values of the permanent Conservation Easement granted to Colorado Open Lands, as described in *Exhibit F*.

33. Miscellaneous.

a. Town and Tenant respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.

b. With the exception of applicable laws, ordinances, rules, regulations, and specifications this Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. Except as previously set forth, there are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Colorado and any litigation shall take place in the Douglas County District Court.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

e. All approvals and consents to be provided by either party in accordance with the terms of this Lease shall be provided in good faith and shall not be unreasonably withheld, delayed or conditioned.

This Lease was executed as of the date first set forth above.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
David L. Corliss, Town Manager

**Approved as to content:**

\_\_\_\_\_  
Jeff Smullen, Assistant Director of Parks and Recreation

**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A**

### THE PROPERTY

The legal description of the Property is as follows: N1/2 NE1/4, Section 5 and W1/2 NW1/4 of Section 4, Township 8, South, Range 66 West and SW1/4, SW1/4 of Section 33. Township 7S. Range 66 West.

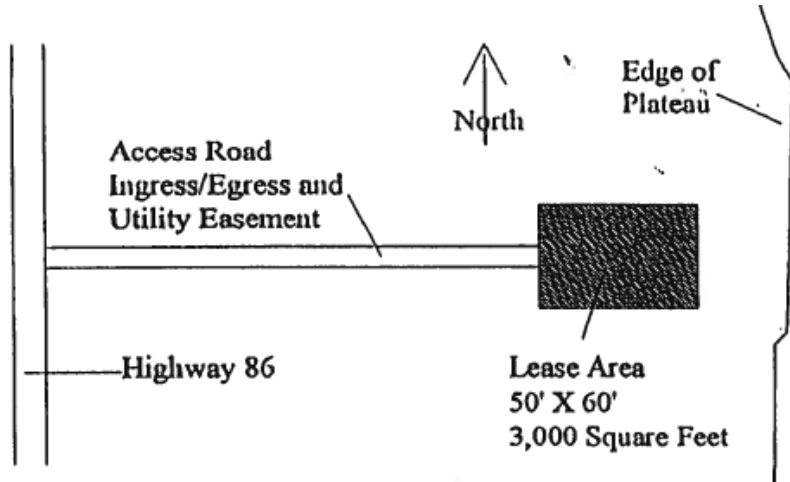


## EXHIBIT B

### THE PREMISES

The Premises are described as follows:

A 50' by 60' parcel on the Property together with access easements for ingress, egress and power and telephone facilities as depicted below. The facility includes a weather resistant cabinet for the cellular electronics and four cellular antennas. The tip height of the antennas shall not exceed 15'.



**EXHIBIT C**

**COLOCATORS**

None.

# GATEWAY MESA OPEN SPACE ACCESS ROAD CONSTRUCTION PLAN

GENERAL NOTES

1. THE CONTRACTOR SUBMITTING BIDS SHALL MAKE WHATEVER TESTS AND INVESTIGATIONS ARE DEEMED NECESSARY.
2. SELECT BACKFILL WILL BE USED ONLY IF THE CONTRACTOR IS UNABLE TO OBTAIN THE SPECIFIED MAXIMUM DENSITY, SUBJECT TO THE APPROVAL OF THE ENGINEER. PAYMENT FOR SELECT BACKFILL SHALL BE FOR IMPORTED MATERIAL ONLY.
3. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING IMPROVEMENTS, WHICH ARE TO REMAIN IN PLACE, FROM DAMAGE AND ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTORS OPERATIONS SHALL BE REPAIRED OR RECONSTRUCTED TO THE SATISFACTION OF THE TCR PROJECT MANAGER AT THE EXPENSE OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL NOT REMOVE TREES, SHRUBS, LAWNS, WALLS, FENCES, SIGNS, STRUCTURES, LIGHTS OR ANY EXISTING IMPROVEMENTS OUTSIDE AND/OR INSIDE STREET RIGHT-OF-WAY, EXCEPT WHERE REQUIRED TO DO SO BY THE CONTRACT DRAWINGS OR BY THE TCR PROJECT MANAGER.
5. REPLACEMENT, RELOCATION, OR RECONSTRUCTION OF ALL EXISTING IMPROVEMENTS INCLUDING SPRINKLER SYSTEMS, LAWNS, FENCES, WALLS, SIGNS, STEPS, SIDEWALKS, DRIVEWAYS, LAWN LIGHTS AND ALL OTHER ITEMS APPLICABLE TO THIS CONTRACT SHALL BE AS REQUIRED BY THE TCR PROJECT MANAGER AND MAY BE IN ADDITION TO THE ITEMS SHOWN ON THE PLANS.
6. ALL EXISTING SIGNAGE THAT IS DISPLACED DUE TO THE PROPOSED IMPROVEMENTS SHOWN ON THESE DESIGN PLANS SHALL BE RESET IN THE FIELD IN A LOCATION APPROPRIATE AND MEETING REQUIREMENTS OF CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 614 AND RELATED DETAILS IN THE STANDARD PLANS, M&S STANDARDS. PAYMENT FOR EACH RESET WILL BE BY "EACH" AND WILL INCLUDE AN RELATED DIGGING, FOUNDATIONS, OR ASSOCIATED ITEMS NECESSARY TO RESET SIGN.
7. THE CONTRACTOR SHALL BACKFILL AND FINE GRADE ALL CUTS OR FILL SLOPED TO MATCH EXISTING CONDITIONS TO THE SATISFACTION OF THE TCR PROJECT MANAGER. WHERE EXISTING LAWNS ARE DAMAGED BY THE CONTRACTORS OPERATIONS, THE CONTRACTOR SHALL RE-SEED AND/OR SOD THE AFFECTED AREA TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
8. THE FOLLOWING TECHNICAL SPECIFICATIONS AND STANDARD DETAILS APPLY TO THIS PROJECT:
  - A. THE TOWN OF CASTLE ROCK TECHNICAL SPECIFICATIONS (MOST RECENT EDITION)
  - B. THE TOWN OF CASTLE ROCK STANDARD DETAILS (DRAWINGS)
  - C. COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2011)
  - D. COLORADO DEPARTMENT OF TRANSPORTATION STANDARD PLANS (JULY 2006)

ANY CONFLICTS SHALL BE REPORTED TO THE PROJECT MANAGER TO DETERMINE APPLICABLE STANDARD OR SPECIFICATION.

SURVEY

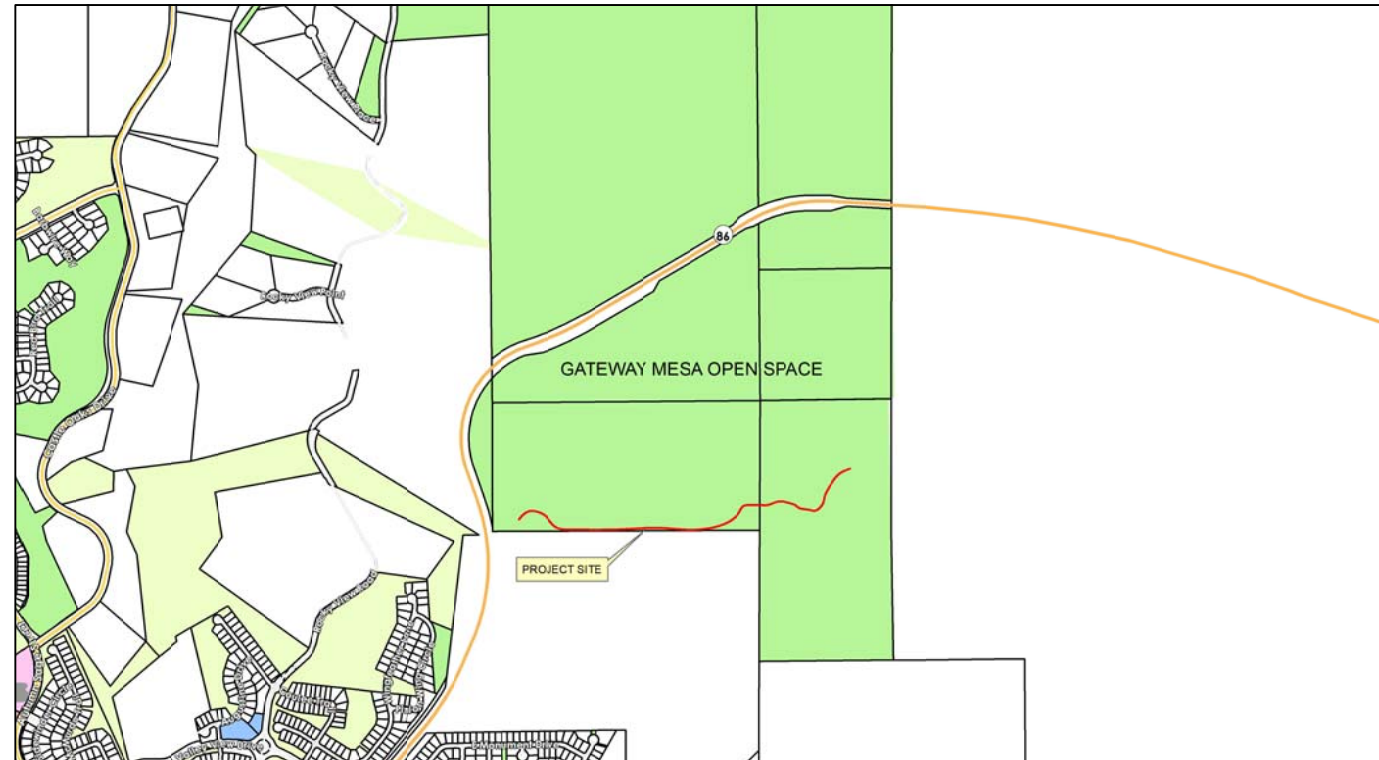
1. CONTRACTOR SHALL PRESERVE, RELOCATE, OR REPLACE SURVEY POINTS INCLUDING PROPERTY BOUNDARY CORNERS, LAND CORNERS, RANGE POINTS, AND SURVEY CONTROL MARKERS AND BENCH MARKS. ALL PROPERTY BOUNDARY CORNERS SHALL BE PLACED BY A COLORADO PROFESSIONAL LAND SURVEYOR (PLS).
2. CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SURVEYING. ALL COSTS FOR CONSTRUCTION SURVEYING SHALL BE PAID AS LUMP SUM.

UTILITIES

1. CAUTION SHALL BE TAKEN WHEN DIGGING AROUND POWER POLES AND STREET LIGHTS FOR ENERGIZED OVERHEAD AND UNDERGROUND CONDUCTORS.

PERMITS

1. COST OF PROVIDING PERMITS, NOT PROVIDED BY THE TOWN, SHALL BE INCLUDED IN THE COST OF WORK AND WILL NOT BE PAID FOR SEPARATELY.
2. WHEN DEWATERING IS REQUIRED AT A WORK SITE, THE CONTRACTOR MUST OBTAIN A CONSTRUCTION DEWATERING PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT. PUMPING OF GROUNDWATER SHALL NOT OCCUR WITHOUT A PERMIT.



SITE MAP  
NOT TO SCALE

LIST OF DRAWINGS

<u>SHEET</u>	<u>DRAWING NO.</u>	<u>TITLE</u>
<u>DRAWINGS</u>		
1	1	COVER SHEET
2	2	GENERAL NOTES
3	3	PLAN
<u>DETAILS</u>		
4	4	CONCRETE TRAIL

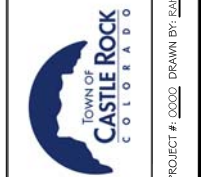
TOWN OF CASTLE ROCK:  
PUBLIC WORKS DEPT.  
4175 Castleton Ct.  
Castle Rock, CO 80109  
720.733.2462

CASTLE ROCK WATER  
175 Kellogg Ct.  
Castle Rock, CO 80109  
720.733.6000

PREPARED BY:  
TOWN OF CASTLE ROCK,  
PARKS AND RECREATION DEPARTMENT  
1375 West Plum Creek Parkway  
Castle Rock, CO 80109

SUBMITTALS:

Castle Rock Parks & Recreation Department  
1375 West Plum Creek Parkway  
Castle Rock, CO 80109  
303.614.7444  
fax: 720.733.2293  
www.cr.gov



PROJECT # 0000 DRAWN BY: BAA DATE: 7-22-2021 CHECKED BY: XJK

Cover Page  
Gateway Mesa Open Space Access Road  
Parks and Recreation Department  
TOWN OF CASTLE ROCK

SHEET:  
1  
OF  
4

### COVER SHEET GENERAL NOTES

- All materials, workmanship, and construction of Public Improvements shall meet or exceed the standards and specifications set forth in the Town of Castle Rock (TCR) Municipal Code, TCR Technical Manuals, and applicable State and Federal Regulations. Where there is conflict between these Plans and the Technical Manual or any applicable Standards, the more stringent Standard shall apply. All Work shall be inspected and approved by the TCR Construction Inspector.
- The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these Plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete.
- The Contractor must call the local utility location center at least 72 hours before any excavation to request exact field locations of the utilities. Prior to construction, the Contractor shall verify pertinent locations and elevations, especially at connection points and at potential utility conflicts. It shall be the responsibility of the Contractor to relocate all existing utilities that conflict with the proposed improvements shown on these Plans.
- The Contractor shall coordinate and cooperate with the Town and all utility companies involved with regard to relocations or adjustments of existing utilities during construction and to assure that the Work is accomplished in a timely fashion and with a minimum disruption of service. The Contractor shall be responsible for contacting all parties affected by any disruption of utility service.
- The Contractor shall provide a minimum seventy-two (72) hours notice to the on-site TCR Construction Inspector, (720) 733-2200, prior to making any connections/tie-ins to existing Water, Sanitary Sewer, and/or Storm Sewer systems provided that the utility tie-in does not disrupt service to existing CR Water customers. If the tie-in will disrupt utility service, then Contractor shall provide a minimum of three (3) weeks notice to the TCR Construction Inspector to allow time for CR Water to provide written notification to existing customers affected by the tie-in. All Town utility tie-ins must be approved by CR Water prior to commencing work.
- The Contractor shall have one (1) signed copy of the approved Plans, one (1) copy of the appropriate criteria and specifications, and a copy of any permits and extension agreements needed for the job onsite at all times.
- The Contractor shall be responsible for all aspects of safety including, but not limited to, excavation, trenching, shoring, traffic control, and security.
- If during the construction process conditions are encountered which could indicate a situation that is not identified in the Plans or specifications, the Contractor shall contact the TCR Construction Inspector immediately.
- All references to any published Standards shall refer to the latest revision of said Standard unless specifically stated otherwise.
- The Contractor shall submit a Traffic Control Plan in accordance with MUTCD to the appropriate Right-of-Way authority (Town, County or State) for approval prior to any construction activities within or affecting the Right-of-Way. The Contractor shall be responsible for providing any and all traffic control devices as may be required by the construction activities.
- The Contractor is responsible for providing all labor and materials necessary for the completion of the intended improvements shown on these drawings or as designated to be provided, installed, or constructed unless specifically noted otherwise.
- The Contractor shall be responsible for recording As-Built information on a set of record drawings kept on the construction site and available to the TCR Construction Inspector at all times.
- Dimensions for layout and construction are not to be scaled from any drawing. If pertinent dimensions are not shown, contact the Consultant Engineer for clarification and annotate the dimension on the As-Built Record drawings.
- All initial sediment control measures shall be installed per the Temporary Erosion & Sediment Control (TESC) plan prior to any earth-disturbing activity. All erosion and sediment control practices must be maintained in effective operating condition at all times. Removal of control measures shall not occur without the approval of the stormwater inspector. The Contractor shall be responsible for keeping roadways free and clear of all construction debris and dirt tracked from the site. The Contractor shall also comply with all terms and conditions of the Colorado Construction General Permit for Stormwater Discharges.
- The Contractor shall provide an action plan immediately following the pre-construction meeting detailing sufficient means to mitigate dust on site during overlot grading, rock crushing or other earthwork activities. If the Contractor fails to control dust, all earth disturbing activities shall be stopped until sufficient measures are taken to the Town's satisfaction. The Contractor shall also comply with all terms and conditions of the Colorado Air Quality Regulations for Land Development, as required.
- The Contractor shall sequence installation of utilities in such a manner as to minimize potential utility conflicts. In general, storm sewer and sanitary sewer should be constructed prior to installation of the water lines and dry utilities.
- There shall be no site construction activities on Saturdays unless specifically approved by the TCR Construction Inspector and no site construction activities on Sundays or holidays unless there is prior written approval by the Public Works Director.
- No solid object (excluding fire hydrants and traffic control devices and traffic signs) exceeding thirty (30) inches in height above the flowline elevation of the adjacent street, including but not limited to buildings, utility cabinets, walls, fences, landscape plantings, crops, cut slopes, and berms, shall be placed within sight distance lines and sight distance easements.
- This property is located within Zone \_\_\_\_\_ as per FEMA FIRM Panel No. \_\_\_\_\_ Dated \_\_\_\_\_ (If applicable) Portions of the property are located within a designated 100-year floodplain Zone A/AE.
- Provide Benchmark information here - the location, description and NAVD88 elevation of the project's survey benchmark. The project benchmark shall have a published NAVD88 elevation, i.e. NGS Benchmarks or Douglas County Control Points. In addition to the project benchmark, any on-site benchmarks should also be provided for contractor use.
- Provide a basis of bearings statement per Colorado State Statute.

### STREET CONSTRUCTION NOTES

- All street construction is subject to the General Notes on the Cover Sheet of these Plans as well as the Street Construction Notes listed here.
- A paving section design, signed and sealed by a Colorado registered Professional Engineer, must be submitted to the TCR Public Works Department for approval prior to any street construction activity (full-depth asphalt sections are not permitted at a depth greater than 8" asphalt). The job mix shall be submitted for approval prior to placement of any asphalt.
- Where proposed paving adjoins existing asphalt, the existing asphalt shall be saw cut a minimum distance of 12" from the existing edge to create a clean construction joint. The Developer shall be required to remove existing pavement to a distance where a clean construction joint can be made.
- Street subgrades shall be scarified to a minimum depth of 12" and re-compacted prior to sub-base installation. No base material shall be laid until the subgrade has been inspected and approved by the TCR Construction Inspector.
- Valve boxes are to be brought up to grade at the time of pavement placement or overlay. Valve box adjusting rings are not allowed.

### SIGNAGE AND STRIPING NOTES

- All signage and striping is subject to the General Notes on the Cover Sheet of these Plans as well as the Signage and Striping Notes listed here.
- All paint shall be 15 mil thick upon installation and 8 mil thick when dry.
- All permanent longitudinal pavement striping on asphalt surfaces (centerlines, lane lines, bay lines, etc.) shall be installed using an approved reflective traffic paint or pavement marking tape. Reflective beads shall be applied in accordance with CDOT's Standard Specifications for Road and Bridge Construction and the manufacturer's requirements. When tape is used on an asphalt street, it shall be "rolled" into the final lift. On concrete surfaces tape shall be utilized with a contrasting black edge and grooved into the pavement.
- Thermo-plastic applications shall be as specified in the Plans and/or per Town criteria.
- All surfaces that accept paint/thermo-plastic striping or pre-formed markings shall be first sandblasted and thoroughly cleaned prior to installation of striping or markings.
- All Arrow Markings shall be pre-formed tape, thermo-plastic or epoxy-painted.
- Stop Bars shall be 90 mil thermo-plastic.
- All roadway signage shall conform to the MUTCD and/or the Town's criteria.
- All signposts shall utilize breakawayassemblies and fasteners, per the TCR Standard detail.

### FIRE NOTES

- It is the responsibility of the property owner to maintain drive lanes for emergency vehicle ingress and egress, including snow removal.
- Emergency Vehicle Access roads is required to allow access within 150' of all exterior of the building by an approved route.
- Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with a surface so as to provide all-weather driving capabilities. Access road shall be either concrete, asphalt, or other approved alternative material accompanied with an engineer's stamp stating the material will support a 75,000 pound imposed load.
- Fire hydrants(s) are required to be installed and made serviceable prior to combustible materials being brought onto the site and during the time of vertical construction.
- "No Parking Fire Lane" signs are required in areas that meet the following criteria and in areas designated by the Fire Prevention Bureau. Signs shall be posted on both sides of Fire Department access roadways, public or private roadways and driveways less than 26 feet wide. Signs shall be posted on one side only of Fire Department access roadways, public or private roadways or driveways between 26 feet wide and 32 feet wide. No signage is required for access roadway Fire Department access roadways, public or private roadways or driveways exceeding 32 feet wide.
- When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to combustible materials being brought onto the site and the building construction going vertical.
- Tracer wire shall be installed on all fire service lines and at all fire hydrants. Refer to Town of Castle Rock Standard Details, the Water Line Construction Notes, and the Tracer Wire Installation Notes listed herein.

### WATER LINE CONSTRUCTION NOTES

- All water line construction is subject to the General Notes on the cover sheet of these plans as well as the Water Line Construction Notes listed herein.
- All water lines shall be: 1) ductile iron pipe (DIP), conforming to the requirements of AWWA C150, CL350 (6"-12"), CL250 (16"and 20"), CL200 (>24"), with push-on gasketed joints or mechanical joint ends, in conformance with AWWA C111. Pipe shall be cement-lined in accordance with AWWA C104, and an exterior coating in accordance with C151; or 2) PVC pipe, conforming to AWWA C900 for pipe sizes 8" and 12", CL305 (DR14) and AWWA C905 for pipe size of 16", CL235 (DR18). Minimum distribution main size shall be 8". Water lines that are 10", 14", and 18" in diameter are not permitted.
- Water line fittings shall be DIP conforming to AWWA C153 or C110 and shall have a pressure rating not less than the pipe. All fittings shall be mechanical joint, unless approved by Castle Rock Water.
- All DIP and fittings shall be encased in polyethylene to prevent corrosion. Polyethylene wrap, tape and installation shall meet the requirements of AWWA C105.
- Gate valves shall be designed and manufactured in accordance with AWWA C509-1 and AWWA C515-01, as appropriate, and shall be ductile iron body and bonnet, resilient-seated wedge gate, non-rising stem type, O-ring seals, and slip-on connections (tapping valves, where allowed, shall be flange x MJ). Valve ends shall be mechanical joint, unless otherwise specified in the Plans. The valves shall be suitable for a working pressure of 200 PSI. They shall be closed by turning clockwise and shall have two-inch square cast iron operating nuts with an arrow cast in the nut indicating the direction of opening. Valves shall be polyethylene wrapped in accordance with AWWA C105. They shall be of such design so as to maintain the full area of the pipe through the valve when open and shall be designed to take full pressure on either face. Valve shall have Type 304 stainless steel bonnet bolts and nuts and Type 304 stainless steel O-ring gland bolts and nuts. Valves shall be manufactured by American Flow Control, Kennedy or Mueller and shall have the manufacturer's name or initials and the pressure rating cast on the body.
- All fire hydrants shall be "Pacer WB67-250" by Waterous Co. or "Super Centurion 250" by Mueller Co., opening to the left. Refer to TCR standard Detail W-11.
- All water lines shall be buried an absolute minimum of 5 feet from final grade to the top of the water main. The maximum bury depth shall be 6 feet, unless additional depth is required for utility crossings or other conflicts. Wherever such crossings or conflicts occur, the TCR standard Detail W-17 shall be used.
- All water lines shall be bedded in accordance with TCR standard Detail W-21.
- Contractor shall maintain a minimum 18-inch vertical clearance and 10-foot horizontal clearance edges-to-edge between all water lines and any other piped utilities.
- All bends, tees, fire hydrants and plugs at dead-end mains shall be restrained from thrust by using Megalug restrains per TCR standard Detail W-18 in combination with concrete thrust blocks per TCR standard Detail W-22.
- Contractor shall be responsible for adjusting all fire hydrants and valve boxes to fitting grade in accordance with TCR standard Details W-10 and W-11.
- Prior to connecting to the Town's existing water system, all new waterlines and/or segments of waterlines shall be disinfected, pressure tested, and bacteriologically tested in accordance with Section 490.5 of the Town of Castle Rock Construction Methodology and Materials Manual. AWWA C651-14 and C600-5.2; and details W-35A and/or W-35B. Please note that this disinfection and testing will be performed while the new waterlines and/or segments of waterlines are not physically connected to the Town's existing water system. Town and Contractor shall furnish materials as shown on Details W-35A and/or W-35B. Contractor shall perform all procedures for testing, flushing and disinfecting of all water lines. Testing shall be done in the presence of the TCR Construction Inspector. Contractor shall provide a minimum seventy-two (72) hour notice to, and obtain approval from the on-site TCR Construction Inspector, (720)733- 2200, prior to disinfection, pressure testing, and bacteriological testing of any new waterlines and/or segments of waterlines.
- Distances for water lines are horizontal distance from the center of the fitting to center of the fitting. Therefore, distances shown on the plans are approximate and could vary due to vertical alignment and fitting dimensions.
- All domestic water service lines shall be Type K copper insulated with polywrap, from the main to the meter. The water meter shall be supplied by the Town and installed by the contractor. The water meter will be available for pick up at Castle Rock Water. The individual picking up the water meter must have proof of a permit and must have paid all fees associated with the water meter.

- Water line trenches shall be sloped or braced and sheeted as necessary for the safety of the workers and the protection of other utilities, in compliance with all applicable state and federal requirements. For all excavation operations, safety is the responsibility of the Contractor.
- Water lines shall be aligned 6 feet off the north and east gutter flow lines of public streets wherever possible. See Detail W-13.
- Where water line improvements are difficult to locate on the surface, the Contractor shall be required to install permanent water line markers, in accordance with TCR standard Detail W-23, or at the discretion of the TCR Construction Inspector.
- Tracer wire shall be used on all DIP and PVC water mains, and warning tape shall be placed 1 foot above all DIP and PVC pipe. Refer to Town of Castle Rock Standard Tracer Wire requirements, in these General Notes. Test Stations shall be constructed per Standard Detail W-28.
- The minimum distance between tees, crosses, valves, and bends shall be 10 feet wherever possible.
- Maximum deflection for water mains shall not exceed one-half of the manufacturer's maximum allowable deflection or 2.5 degrees, whichever is less.
- All residential water service lines shall be constructed perpendicular to the front property line in conformance with the Town of Castle Rock Water System Design Criteria Manual and Water Details.
- The maximum deflection of domestic water service lines and irrigation lines shall not exceed the manufacturer's maximum allowable deflection.
- The size of the irrigation tap, line, meter and backflow prevention assembly shall be the same to a minimum distance of 10 pipe diameters past the winterization tee.
- The minimum horizontal separation between utility lines carrying the same material (e.g., water and water) shall be 5 feet.
- When installing cut in tees or other appearances on/in an existing water line, the pipe material between the existing water line and the cut in tee or other appearance shall remain consistent.
- Contractor is responsible to provide backflow prevention downstream of the meter. Acceptable backflow prevention assemblies are as follows:

- Commercial Potable Water Service: Reduced Pressure Assembly.
- Residential Potable Water Service: Double Check Valve Assembly, Reduced Pressure Assembly.
- Commercial Fire Service: Reduced Pressure Detector Assembly, Double Check Valve Detector Assembly.
- Residential Fire Service: Reduced Pressure Detector Assembly, Double Check Valve Detector Assembly.
- Commercial and Multifamily Irrigation Water Service: Reduced Pressure Assembly.

The Double Check Detector Assembly (DCDA) is the only back flow prevention device rated for horizontal or vertical installation.

### STORM DRAINAGE CONSTRUCTION NOTES

- All storm drainage construction is subject to the General Notes on the Cover Sheet of these Plans as well as the Storm Drainage Construction Notes listed here.
- All storm drainage pipes shall be reinforced concrete pipe (RCP) per ASTM C76, CL III installed with flexible plastic (bitumen) gaskets, according to the manufacturer's installation guidelines. Any storm drainage pipe under a proposed or future traffic area shall be RCP CL III as a minimum. RCP to be jacked shall be CL-V as a minimum.
- All storm drainage pipes shall have a minimum cover of 24" unless load calculations are provided. Under no circumstances will any pipe have less than 18" cover from the finish surface to the outside wall of the pipe.
- All storm drainage pipes shall be bedded in accordance with TCR Standard detail SD-2.
- All storm drainage trenches shall be sloped or braced and sheeted as necessary for the safety of the workers and the protection of other utilities and in compliance with all applicable State and Federal requirements. All excavation operation safety is the responsibility of the Contractor.
- All manhole rim elevations given on these Plans are to be considered approximate. The Contractor shall set the final rim elevation based on the completed finish surface.
- All storm drainage pipes shall have a minimum horizontal separation of 10' from all water lines. Where lines cross, there shall be a minimum of 18" clear vertical separation.
- All inlets and manholes shall be placed on a minimum of 1' of 3/4" wash rock. If additional subgrade is disturbed, excavation shall be backfilled with 3/4" wash rock or other approved structural soil compacted to 95% of ASTM D698 unless otherwise instructed by the inspector.

### SANITARY SEWER CONSTRUCTION NOTES

- All sanitary sewer construction is subject to the General Notes on the cover sheet of these plans as well as the Sanitary Sewer Construction Notes listed herein.
- All sanitary sewer pipelines shall be PVC, SDR-35, in accordance with ASTM D-3034, bell and spigot with elastomeric seal.
- All sanitary sewer pipelines shall have a minimum cover of 5 feet and maximum cover of 20 feet.
- All sanitary sewer pipelines shall be bedded in accordance with TCR standard Detail SS-8.
- All manhole rim elevations given on these plans are considered approximate. The Contractor shall set the final rim elevation based on the complete finish surface and per TCR standard Detail SS-3.
- Sanitary sewer pipeline shall be aligned 6 feet off the south and west gutter flow lines of public streets wherever possible.
- All sewer lines shall have a minimum horizontal separation of 10 feet edge-to-edge from all water lines. Where lines cross, there shall be a minimum of 18" clear vertical separation.
- All sanitary sewer lines must be tested in accordance with Section 450.6 of the Town of Castle Rock Construction Methodology and Materials Manual in the presence of a TCR Construction Inspector.
- All sanitary sewer line trenches shall be sloped or braced and sheeted as necessary for the safety of the workers and the protection of other utilities, in compliance with all applicable state and federal requirements. All excavation operation safety is the responsibility of the Contractor.
- Sanitary sewer services shall be connected a minimum of 5 feet outside of manholes with a wye connection in accordance with TCR standard Detail SS-2.
- Minimum cover for sanitary sewer service lines shall be 5 feet and the minimum slope shall be 2.0%.
- All sanitary sewer service lines shall be constructed along the shortest and straightest route possible in conformance with the Town of Castle Rock Wastewater System Design Criteria Manual.
- The minimum horizontal separation between utility lines carrying the same material (e.g., wastewater and wastewater) shall be 5 feet.
- The Plum Creek Wastewater Authority must approve oil and grease interceptors for commercial installations.
- All manholes shall be placed on a minimum of 1' of 3/4" wash rock. If additional subgrade is disturbed, excavation shall be backfilled with 3/4" wash rock or other approved structural soil compacted to 95% of ASTM D698 unless otherwise instructed by the inspector.

### LANDSCAPE NOTES

- Non-irrigated native seed areas shall be installed using the Town of Castle Rock Grading Erosion and Sediment Control Manual (GESCC) standard detail #17.
- No turf and/or overhead irrigation on slopes 3:1.
- No slopes greater than 3:1 are permitted.
- Top soil, if disturbed shall be stock piled and reused on the site.
- No more than sixty percent of the total commercial landscape area shall include irrigated turf grass.
- No individual plant may have supplemental water demand greater than 15" per growing season.

### IRRIGATION NOTES

- The irrigation system shall be equipped with a backflow prevention assembly approved by the Town of Castle Rock.
- Irrigation tap, line, meter and backflow prevention assembly must be the same size from the tap to a minimum distance of 10 pipe diameters past the backflow prevention assembly and winterization tee.
- Water waste is not allowed per the Town of Castle Rock's Water Use Management Plan. Therefore, all nozzles are to be fine tune/adjusted so that overspray onto hard surfaces is eliminated.
- Irrigation is not permitted on 3:1 slopes.
- Velocity shall not exceed 7.5 FPS through the water meter.
- No overhead irrigation in areas less than 10 feet wide.
- There is to be neither plant material nor irrigation in areas less than 4 feet wide.

### TRACER WIRE INSTALLATION NOTES

- All work shall be done in accordance with current Town of Castle Rock Standard Notes, Details and Specifications.
- Tracer wire is required on all underground pipe. A mainline tracer wire must be installed with all service lateral tracer wires properly connected to ensure full locating capabilities from a single connection point.
- Tracer wire colors for storm sewer, drain lines, sanitary sewer, and water mains shall be in accordance with American Public Works Association (APWA) uniform color code. All grounding wire shall be red or black.
- "Open Trench" tracer wire shall be #8 or #10 AWG copper solid or #12 AWG copper clad high strength with minimum 30-mil HDPE insulation thickness complying with ASTM D-1248, and a minimum average tensile break load of 450 lbs.

- Tracer wire shall be secured every 5 feet to the top of the pipe and to the sides of manholes and inlets using tape, plastic ties, or approved adhesive at 5-foot intervals.
- Tracer wire shall be securely bonded together at all wire joints with lockable, corrosion proof, watertight connectors specifically designed for direct burial, and filled with non-hardening dielectric silicone sealant.
- Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating is not allowed.
- A minimum of 2 feet of excess/slack wire is required in all tracer wire test stations, manholes, and inlets after meeting final elevation.
- Tracer wire must be properly grounded at all dead ends (manholes, inlets, outfalls, future connections, etc.) using a magnesium ground rod. The ground rod will be connected to 12- or 14-AWG copper-clad steel wire with 30 mil HDPE insulation and rated for direct bury use at 30 volts with 21% conductivity.
- Test stations shall provide protected access for a direct connection to the tracer wire system at ground surface.
- Trunk line tracer wire shall be continuous, and pass around the outside of valves and other structures on the north or east side.
- The contractor shall obtain all required permits (excavation, concrete, traffic control, etc.) and provide a minimum twenty-four (24) hours' notice to the on-site TCR Construction Inspector, (720) 733-2200, to request a tracer wire inspection.
- All new tracer wire installations shall be tested and located prior to acceptance. Testing and locating shall be performed by the TCR Construction Inspector at the completion of rough grading and prior to final acceptance of the project. Any deficiencies shall be corrected prior to final acceptance.

### LANDSCAPE AND IRRIGATION NOTES

(To be included on Landscape and Irrigation sheets)

### Landscape Sheets

- Installing contractor shall contact Castle Rock Water at 720.733.6017 to schedule a pre-construction meeting before beginning the installation of the landscaping.
- Landscape and irrigation shall be installed by a Town of Castle Rock registered landscape contract professional.
- Soil inspection is required before plant installation and scheduling soil inspection should be discussed at the landscape preconstruction meeting.
- Installing Contractor is to provide submittal from suppliers for sod and native seed mix at time of landscape inspection.
- Soil amendment shall be a minimum of four (4) cubic yards of organic matter per one-thousand square feet. This soil amendment shall be rotted to a depth of six (6) inches. Class I or Class II compost is required.
- Trees, large shrubs and permanent objects are not permitted in water, sanitary and storm sewer utility easements.
- All landscape is to be installed per Town of Castle Rock planting details.
- Plant species and location should follow the approved plan, if site conditions or plant availability require changes to the plan, the contractor must obtain approval from the Town of Castle Rock and the owner's representative.
- Town of Castle Rock is not responsible for replacing landscape or irrigation removed in utility easements due to utility line maintenance or repair (PWR 14.3.13)
- Town permit and Town approved landscape plans are required on site during installation of the landscape and irrigation.
- Town inspectors will not approve landscape and overhead irrigation on slopes steeper than 3:1.
- Overhead irrigation is not permitted on slopes equal to 3:1 or in areas less than 10' in width.

### Irrigation Sheets

- Installing contractor shall contact the Town of Castle Rock utilities department at 720.733.6017 to schedule a pre-construction meeting before beginning the installation of the irrigation system.
- Irrigation shall be installed by a Town of Castle Rock registered landscape contract professional.
- Backflow to be tested by a certified backflow technician approved by the utility department within 10 days of the irrigation meter installation and annually thereafter.
- Irrigation exemption must be obtained from the Castle Rock Water if irrigating the native seed or the sod on a daily basis for establishment during the months of June and August. Irrigation exemptions will not be issued during the month of July.
- Irrigation systems must be designed to operate within the Town of Castle Rock Water Use Management plan. Current commercial hours of operation are a three fixed days a week from 10 pm to 6 am.
- Overhead irrigation in areas less than 10' in width or installed on slopes steeper than 3:1 will not be approved by Town of Castle Rock inspectors.
- All irrigation installations must meet Town of Castle Rock details
- Please note that the irrigation tap, line, meter and backflow prevention assembly must be the same size from the tap to a minimum distance of 10 pipe diameters past the backflow prevention assembly and winterization tee.
- All sprinkler heads to be adjusted to minimize/eliminate over spray on to hard surfaces or unintended areas. Per Town of Castle Rock Water Use Management Plan Water Waste is not allowed.
- Irrigation systems are to be winterized annually in the fall.

SUBMITTALS:

Castle Rock Parks & Recreation Department

13715 W. 136th Pluin, Creek Parkway  
Castle Rock, CO 80109  
303.614.7444  
fax: 720.733.2293  
www.Co.gov

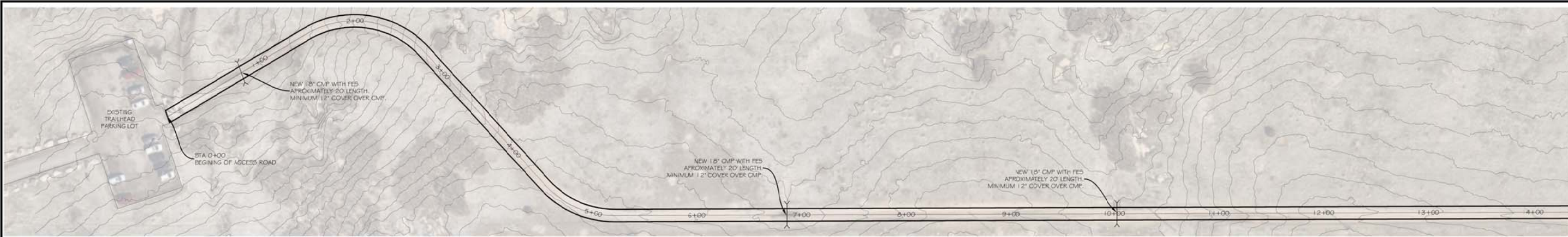
PROJECT # 0000 DRAWN BY: BAAI DATE: 7.22.2021 CHECKED BY: JXX



GENERAL NOTES  
Gateway Mesa Open Space Access Road  
Parks and Recreation Department  
TOWN OF CASTLE ROCK

SHEET:

2  
OF  
4



**STATIONING 0+00 TO 14+00**



**STATIONING 13+00 TO 29+00**



**STATIONING 25+00 TO 37+26.55**

SCALE: 1" = 100'-0"  
1-FOOT CONTOUR INTERVAL

SUBMITTALS:

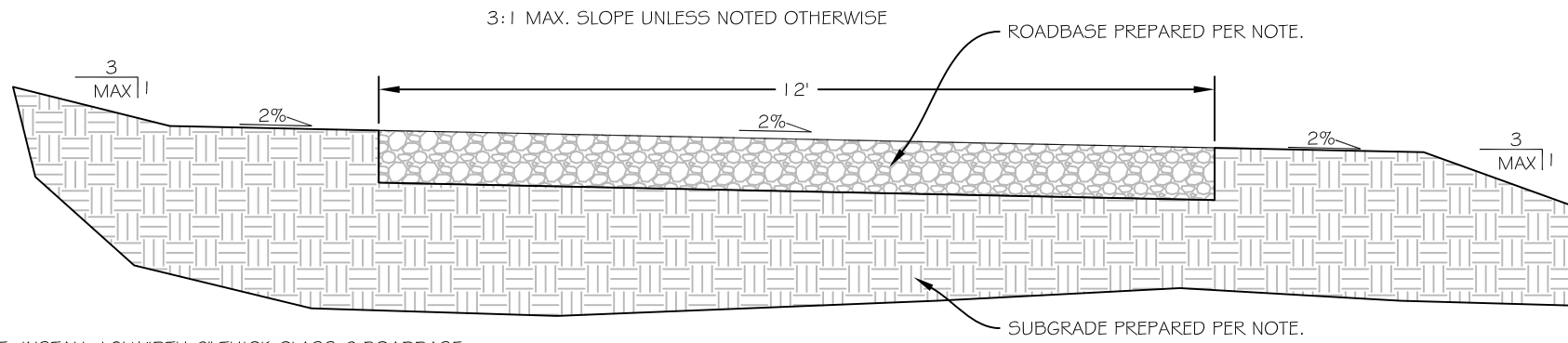

Castle Rock Parks & Recreation Department  
 1375 West Plum Creek Parkway  
 Castle Rock, CO 80109  
 Tel: 303.614.7444  
 Fax: 720.733.2293  
 www.CoRepa.com



PROJECT # 0000 DRAWN BY: BAA DATE: 2-22-2021 CHECKED BY: JOK

**PLAN**  
 Gateway Mesa Open Space Access Road  
 Parks and Recreation Department  
 TOWN OF CASTLE ROCK

SHEET:  
 3  
 OF  
 4



NOTE: INSTALL 12' WIDTH 6" THICK CLASS 6 ROADBASE:

1. PREPARE SUBBASE TO ACCEPT ROADBASE MATERIAL TO ALLOW STORMWATER SHEET FLOW. FINAL ACCESS ROAD SHALL BE FLUSH WITH EXISTING GROUND.
2. SUBBASE SHALL BE COMPACTED TO 96% COMPACTION PRIOR TO INSTALL OF ROADBASE.
3. ROADBASE SHALL BE COMPACTED TO 96% COMPACTION.

① ACCESS ROAD SECTION

NOT TO SCALE

Access Road Detail  
 Gateway Mesa Open Space Access Road  
 Parks and Recreation Department  
 TOWN OF CASTLE ROCK

SHEET:  
 4  
 OF  
 4



Castle Rock Parks & Recreation Department  
 13715 West Plum Creek Parkway  
 Castle Rock, CO 80109  
 303.614.7444  
 fax: 720.733.2293  
 www.cr.gov

SUBMITTALS:

PROJECT # 0000 DRAWN BY: BAH DATE: 7-22-2021 CHECKED BY: JXX

EXHIBIT E



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Services Northeast, Inc.  
New York NY Office  
One Liberty Plaza  
165 Broadway, Suite 3201  
New York NY 10006 USA

CONTACT NAME:  
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105  
E-MAIL ADDRESS:

INSURED  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York NY 10036 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIU Insurance Company	19399
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570088208665 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Standard Contractual Liability <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY			4594298	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AOS 4594299 MA 4594300 VA See Next Page	06/30/2021	06/30/2022	BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			16393209	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH
A				AOS 16393206 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

Verizon Communications Inc.  
1095 Avenue of the Americas  
New York NY 10036 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast, Inc.*

Holder Identifier :

Certificate No : 570088208665





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570088208665			
CARRIER See Certificate Number: 570088208665	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
B				4594301 NH - Primary	06/30/2021	06/30/2022	
B				4594302 NH - Excess	06/30/2021	06/30/2022	
	WORKERS COMPENSATION						
A		N/A		16393207 NY	06/30/2021	06/30/2022	
A		N/A		16393208 MA, ND, OH, WI, WY	06/30/2021	06/30/2022	
A		N/A		16393205 NJ, TX, VA	06/30/2021	06/30/2022	



# EXHIBIT F

## DEED OF CONSERVATION EASEMENT

NOTICE: THIS PROPERTY HAS BEEN ACQUIRED IN PART WITH A GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND. THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE VALUES. THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND HAS FOUND THAT THE ADOPTION OF THESE DEED RESTRICTIONS IS IN THE PUBLIC INTEREST.

THIS DEED OF CONSERVATION EASEMENT is made this 25<sup>th</sup> day of August 1999, by Charles H. Hewitt and Janice L. Hewitt, husband and wife ("Grantors"), having an address at 13903 Calmont Drive, Houston Texas 77070, in favor of the Colorado Open Lands, A COLORADO NON-PROFIT CORPORATION, ("Grantee"), having an address at 274 Union Boulevard, Suite 320, Lakewood, CO 80228.

### RECITALS:

A. Grantors are the sole owners in fee simple of certain real property in Douglas County, Colorado, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"). The property is subject to the option and lease agreement dated May 3, 1995, recorded in book 1260 on page 1417, with U.S. West New Vector Group assigned to Air Touch Communications, Inc. on April 6, 1998 and a subsequent option and lease agreement dated May 20, 1999 with U. S. West Wireless, L.L.C. The grant of this Deed of Conservation Easement (the "Easement") is subject to the rights of the option and lease agreements and those matters listed in Exhibit C.

B. The Property possesses natural, open space, scenic, educational and recreational values (collectively, "Conservation Values") of great importance to Grantors, the people of the Town of Castle Rock, Douglas County and the State of Colorado. Grantors and Grantee recognize that the economic development of the Property or excessive human activity would have an adverse impact and would greatly impair these Conservation Values.

C. In particular, the property contains over 200 acres of excellent wildlife habitat including ponderosa pine, juniper, scrub oak, Douglas fir, cottonwoods, shortgrass prairie, caprock and sandstone cliffs. This area is home to many wildlife species including mule deer, coyote, fox, raptors, wild turkey and others. In addition, the property contains areas of undisturbed vegetation of several different community types including montane ecological elements not commonly found on the plains and the caprock ecological association found on the Castle Rock conglomerate of Douglas County as well as having Property qualities that are within the protection afforded by §§38-30.5-101 C.R.S. et seq. which are consistent with the protection of open land having wholesome environmental quality or life sustaining diversity.

of relevant features of the Property, to be completed by August 27, 1999, and kept on file at the offices of the Colorado Open Lands and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. A copy of the Baseline Documentation shall be provided to the State Board of the Great Outdoor Colorado Trust Fund (the "Board"), to Grantors, and to Grantee.

E. Grantors intend that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this grant, that do not impair or interfere with those values and to create a Conservation Easement in gross under C.R.S. §§ 38-30.5-104 (1) as well as to make a charitable gift of the Property interest conveyed by this Easement to Grantee.

F. Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

G. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, which organization was created at least two years prior to receipt of the Conservation Easement whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.

H. Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation of plants, animals and people, and the generations to come.

NOW, THEREFORE, in consideration of the above recitals which are incorporated herein and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. §§ 38-30.5-101 et seq., Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Easement Purpose. The Property shall be retained forever in its natural, scenic, and open space condition as a nature preserve to preserve and protect in perpetuity the wildlife, plant life, wildlife habitat, aesthetic, visual, recreational, ecological, and environmental values and characteristics of the Property, and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantors intend that this Easement will confine the use of the Property to such activities, including those involving public recreation and environmental education as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors and Grantee and shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property consistent with this Easement; and
- c. To enjoin or otherwise prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. This Property shall be used only for conservation, wildlife habitat, educational and recreational uses as specified herein, or the other uses permitted hereunder. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. The following activities and uses are expressly prohibited:

- a. Construction of Buildings and Other Structures. The construction or reconstruction of any building or other structure or improvement, except those existing on the date of this Easement, or those permitted by this Easement is prohibited.

- b. Fences. Grantors may repair or replace existing fences, and new fences may be built for purposes of reasonable and customary management of livestock and wildlife, and for separation of ownership and uses. Fences shall be constructed in such a manner as to permit the migration of wildlife across the Property and shall be consistent with standards established by the State of Colorado, Department of Natural Resources, Division of Wildlife.

- c. New Structures and Improvements. Except for any structure anticipated under the Option and Site Lease Agreement granted by Grantors to US WEST Wireless, L.L.C. dated May 20, 1999, no new buildings and other structures and improvements may be built on the property, with the exception of a public interpretive nature center, minor recreational structures such as picnic tables, small shelters, site furniture such as benches and restrooms, informational kiosks and signs, hiking trails including one or more foot bridges, a trail head and a defined parking area as described in paragraph h. The nature center may include a caretaker unit which structure shall not exceed 1,500 square feet in size. All improvements are to be approved in advance by the Grantee. Parking area and public interpretive nature center shall be located within a two (2) acre building envelope as depicted in Exhibit B.

- d. Subdivision. The division, partition or subdivision of the Property, whether by physical or legal process, is prohibited.

- e. Land Management. The Property shall be operated and managed in accordance with a land stewardship and management plan ("Management Plan") prepared and accepted with the mutual consent of Grantors and Grantee, which plan shall be updated no less frequently than every five years. The initial Management Plan shall be completed within one year of the recordation

of this Easement and shall be reviewed by an Advisory Board of no less than five (5) nor more than seven (7) whose membership shall include individuals with wildlife and/or natural resource management experience and, when feasible, one member from the Charles H. Hewitt and Janice L. Hewitt family, its heirs, or assigns.

f. Timber Harvesting. Trees may not be cut except to control insects, disease, and to control invasive non-native species, and to prevent personal injury and property damage. Commercial timber harvesting on the Property shall be prohibited.

g. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.

h. Motorized Vehicles, Paving and Road and Trail Construction. Except for a parking area, trails and entrance roadway to be identified in the Management Plan, no portion of the Property shall be paved or otherwise covered with concrete or asphalt. The parking area shall not result in the disturbance of more than one-half (1/2) acre of the Property, and shall be located directly to the north of the ingress/egress and utility easement book 1260, page 1417 recorded May 3, 1995 at the most western portion of the Property. All roads or trails shall be identified in the Management Plan. In addition to the internal trails, which are restricted to hiking only, one multi-use trail paralleling and adjacent to State Highway 86, engineered, constructed, and maintained for biking, hiking, pedestrian and equestrian uses, may be constructed on the Property to serve as a link in a trail system which connects the Town of Castle Rock to regional trails such as the Cherry Creek Trail. The only motorized vehicles permitted on the Property shall be maintenance, wheelchairs, and those vehicles used by Grantors to police the Property. No road or trail not identified in the Management Plan shall be constructed without the advance written permission of Grantee. Grantee shall give such permission unless Grantee determines that the location of any road or trail will diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement or with the Management Plan.

i. Trash. The dumping or accumulation of any kind of trash or refuse on the Property is strictly prohibited.

j. Water Rights. Grantors shall retain, reserve, and preserve the right to use water rights sufficient to maintain the Conservation Values of the Property, and shall not transfer, encumber, lease, sell or otherwise separate water rights sufficient to maintain and improve the Conservation Values of the Property from title to the Property itself. Grantors reserve the right to install one deep water well on the Property. In no case shall any surface water storage facilities be constructed on the property.

k. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property. Group tours of the Property shall be limited to approximately fifty (50) individuals.

l. Recreational Activities. The following activities are expressly prohibited on

the Property: Recreational activities that will damage or impair the Conservation Values including without limitation: rock climbing, rappelling, recreational horseback riding except as otherwise expressly permitted on the multi-use trail defined in Section 3(h) above herein; lighting campfires or fires associated with picnics; hunting and trapping of wildlife; and bicycling. Grantors hereby retain 1) the duty and obligation to ensure that no activity prohibited under this Section 3(l) shall occur on the Property, and 2) the right to enjoin and otherwise prevent such activities from occurring or continuing on the Property.

m. Other Activities. No activities that damage or impair the Conservation Values will be permitted, as determined by Grantee in Grantee's discretion, including but not limited to: the purposeful or negligent introduction of non-native species on the property excepting for management purposes; and the collection of plants, animals, rocks and human artifacts except for research and/or management purposes.

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within 45 days of receipt of Grantors' written request therefor. Failure to respond within (45) days shall be deemed approval of Grantor's request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

6. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantors to notify Grantee prior to undertaking certain permitted activities including those mentioned in Sections 3(c), 3(e), 3(h), and 20, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantors shall notify Grantee in writing not less than sixty (60) days prior to the date Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

7. Enforcement. Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement. Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify return receipt requested Grantors and the State Board of the Great Outdoors Colorado Trust Fund ("the Board") in writing of the nature of the alleged violation. Within ten (10) days of receiving this written notice, Grantors shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt

to resolve the dispute. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantors shall discontinue any activity which could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantors to restore the Property to its condition prior to the violation.

8. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. Any costs incurred by Grantors in enforcing the terms of Section 3(1) of this Easement against any person, including without limitation costs of suit and attorney's fees, and any and all costs of restoration, shall be borne solely by Grantors.

9. Grantee's Discretion. Enforcement of the terms of this Easement by Grantee shall be at the discretion of Grantee. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

11. Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

12. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement, although the Grantors, or their successors and assigns, may otherwise provide for public access to the Property provided that the purposes of such access comply with the intent of the Conservation Easement. No access through the Property for residential or commercial purposes shall be permitted.

13. Costs and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property including weed control and eradication as required by law, and including the maintenance of adequate comprehensive general liability insurance coverage ("Liability Insurance"). Grantors shall name Grantee as an additional insured on such Liability Insurance and shall provide a certificate of

such insurance to Grantee upon Grantee's request. Any mortgage or deed of trust which encumbers all or a portion of the Property shall be subordinate to the terms of this Conservation Easement and the foreclosure of any such mortgage or deed of trust shall not adversely affect the existence or continuing validity of the Conservation Easement. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors. Grantors shall be responsible for their negligence in the performance of, or failure to perform, any of Grantors' obligations pursuant to the Conservation Easement, injury or death of any person, or physical damage to any property, proximately caused by any intentional or negligent act or omission of Grantors related to or concerning the Property.

14. Taxes. Grantors shall immediately pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement.

15. Hold Harmless. To the extent permitted by law, Grantors shall hold harmless, indemnify, and defend Grantee and its members, officers, directors, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or physical damage to any property, occurring on or about or related to the Property, regardless of cause, unless due solely to the negligence or intentional act of any of the Indemnified Parties; (ii) the costs and expenses of Grantee in enforcing this Conservation Easement; (iii) the presence or release by Grantors or persons under the direction or control of Grantors, of any hazardous or toxic substances regulated under any federal, state, or local law; or (iv) all costs and liabilities of ownership, operation, upkeep and maintenance of the Property.

16. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances, and shall, in addition, notify the Board of such circumstances. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with paragraph 17 below. In the event of condemnation or termination, the Board shall be entitled to receive that portion of the net proceeds of condemnation or sale of the Property, which is equal to a fraction, the numerator of which is the Grant and the denominator of which is the acquisition price for the Property.

17. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time

of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

18. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law. The Board shall be entitled to compensation from Grantee in an amount as determined in accordance with paragraph 16 above.

19. Transfer of Easement. With the written prior consent of Grantors (which consent shall not be unreasonably withheld), this Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an adequately staffed organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) authorized to acquire and hold conservation easements under Colorado law, and (c) approved as a transferee by the Board. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Board shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist or for any reason fails or refuses to enforce the terms and provisions of this Easement.

20. Subsequent transfers of the Property. Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors' to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon assignment, all subsequent property owners shall assume the duties and obligations incurred by the original Grantors under the terms of this Easement.

21. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:

Charles H. Hewitt and Janice L. Hewitt  
13903 Calmont Drive  
Houston, Texas 77070

To Grantee:

Colorado Open Lands  
274 Union Boulevard  
Suite 320  
Lakewood, CO 80228



To the Board:  
Executive Director  
State Board of the Great Outdoors Colorado Trust Fund  
1600 Broadway  
Suite 1650  
Denver, CO 80202

or to such other address as either party from time to time shall designate by written notice to the other or to such subsequent Grantors or Grantee at the address designated in the transferring Deed of Conservation Easement or by subsequent notice of mailing address of Grantors or Grantee.

22. Recordation. Grantee shall record this instrument in timely fashion in the official records of Douglas County and shall re-record it at any time as may be required to preserve its rights in this Easement.

23. General Provisions.

a. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §§38-30.5-101 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

f. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

g. Perpetual Duration. The Conservation Easement created by this Easement

shall run with the land in perpetuity. Every provision of this deed that applies to Grantors or Grantee shall also apply to their respective agents, heirs, executors, administrators, personal representatives, assigns, and all other successors as their interests may appear. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in this Easement or the Property except that liability for acts or omissions occurring prior to transfer shall survive transfer.

h. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j. Amendment. If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantors and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws; and provided, further, that the prior written approval of the Board shall be required. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties and the Board, and recorded in the records of the Clerk and Recorder of the County in which the Property is located.

k. Termination of the Board. In the event that Article XVII of the Colorado Constitution, which established the Board, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

l. Acceptance of Grant. As attested by the signature of its president, affixed hereto, Grantee hereby accepts, without reservation, the rights and responsibilities conveyed by this deed.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have executed this Deed of Conservation Easement on the day and year first above written.

Grantors:

*Charles H. Hewitt*  
Charles H. Hewitt

*Janice L. Hewitt*  
Janice L. Hewitt

STATE OF TEXAS )  
COUNTY OF HARRIS )

ss.

Acknowledged before me this 25 day of AUGUST, 1999 by Charles H. Hewitt and Janice L. Hewitt.

Witness my hand and official seal.

My commission expires 12-31-2000



*Loretta L. Bailey*



## LEGAL DESCRIPTION

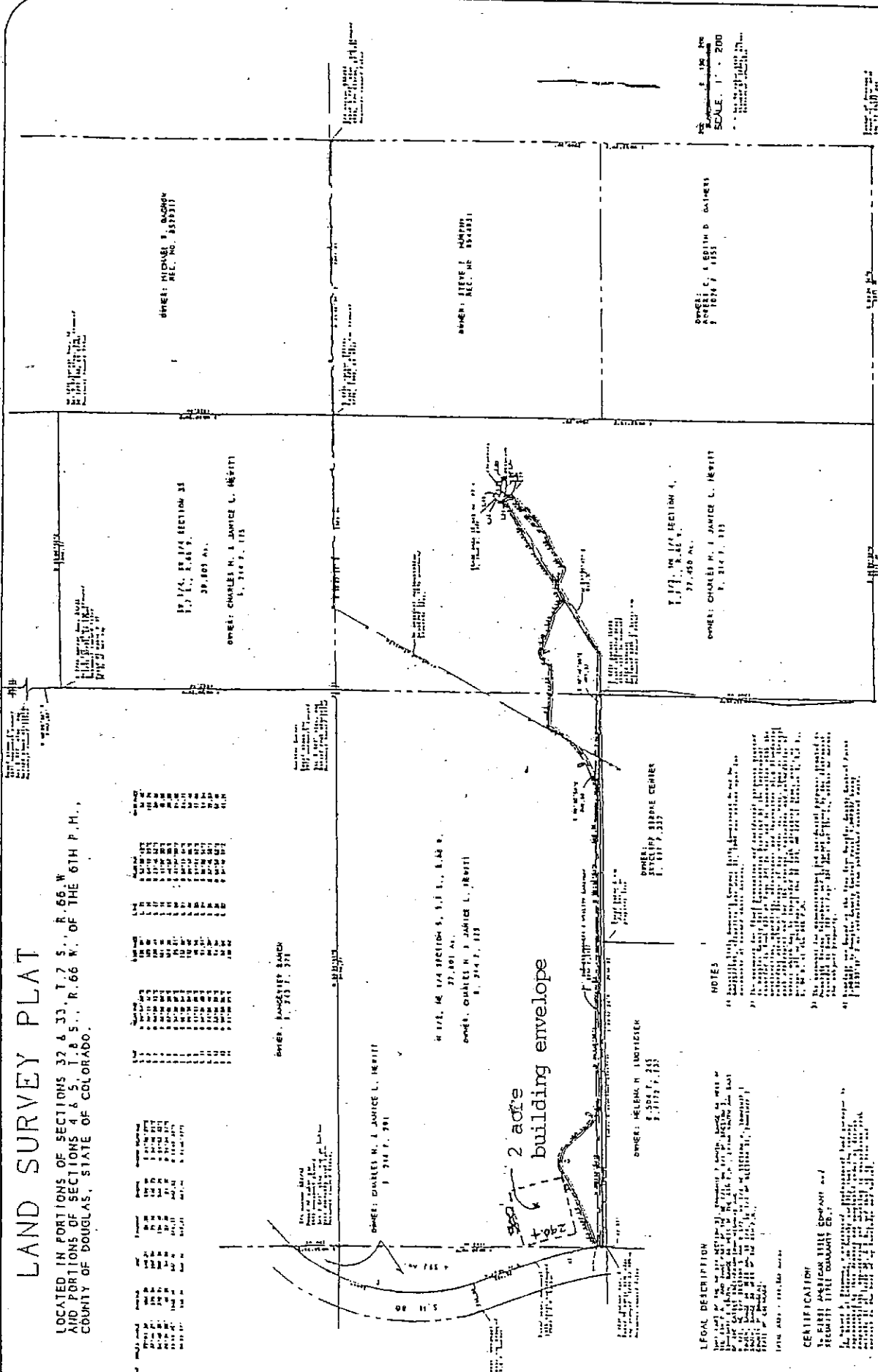
THAT PART OF THE SW 1/4 SECTION 32, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., AND THAT PART OF THE NE 1/4, NW 1/4 OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH AND EAST OF THE CASTLE ROCK-FRANKTOWN HIGHWAY AND N 1/2, NE 1/4 SECTION 5 AND W 1/2, NW 1/4 OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST AND SW 1/4, SW 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

TOTAL AREA - 199.368 Acres

# LAND SURVEY PLAT

LOCATED IN PORTIONS OF SECTIONS 32 & 33, T.7 S., R.66 W.  
AND PORTIONS OF SECTIONS 4 & 5, T.8 S., R.66 W. OF THE 6TH P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO.

ACRES	FRAC.	SECT.	TOWNSHIP	RANGE	SECTION	OWNER	REC. NO.
1.00	1/4	32	T.7 S.	R.66 W.	32	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	33	T.7 S.	R.66 W.	33	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	4	T.8 S.	R.66 W.	4	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	5	T.8 S.	R.66 W.	5	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	32	T.7 S.	R.66 W.	32	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	33	T.7 S.	R.66 W.	33	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	4	T.8 S.	R.66 W.	4	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	5	T.8 S.	R.66 W.	5	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	32	T.7 S.	R.66 W.	32	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	33	T.7 S.	R.66 W.	33	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	4	T.8 S.	R.66 W.	4	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	5	T.8 S.	R.66 W.	5	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	32	T.7 S.	R.66 W.	32	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	33	T.7 S.	R.66 W.	33	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	4	T.8 S.	R.66 W.	4	CHARLES N. JAWICE L. HERVIT	2147-113
1.00	1/4	5	T.8 S.	R.66 W.	5	CHARLES N. JAWICE L. HERVIT	2147-113



**LOCAL DESCRIPTION**  
This plat is a subdivision of the land described in the plat of the 6th P.M., County of Douglas, State of Colorado, and is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 et seq.

**CERTIFICATION**  
I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in the public records of the County of Douglas, State of Colorado.

**NOTES**  
1. The survey was made by the undersigned on the 15th day of August, 1951, and is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 et seq.  
2. The survey was made by the undersigned on the 15th day of August, 1951, and is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 et seq.  
3. The survey was made by the undersigned on the 15th day of August, 1951, and is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 et seq.  
4. The survey was made by the undersigned on the 15th day of August, 1951, and is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 et seq.

**CERTIFICATE OF DEPOSIT**  
This plat is a subdivision of the land described in the plat of the 6th P.M., County of Douglas, State of Colorado, and is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 et seq.

**ENGINEERING SURVEYS, INC.**  
REGISTERED PROFESSIONAL ENGINEERS  
1001 W. 10TH AVENUE, DENVER, COLORADO

LAND SURVEY PLAT  
THE HERVIT PARCELS

SCALE: 1" = 200'

## Exceptions to Title:

9. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 15, 1909 in Book 12 at Page 322; and any and all assignments thereof or interest therein. (as to Section 5)
10. Right of Way for ditches, canals and reservoirs as reserved in United States Patent recorded June 15, 1909 in Book 12 at Page 322.
11. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded April 4, 1916 in Book 12 at Page 383; and any and all assignments thereof or interest therein. (Sections 33 and 4)
12. Right of way for ditches, canals and reservoirs as reserved in United States Patent recorded April 4, 1916 in Book 12 at Page 383. (as to Sections 33 and 4)
13. An easement for flood prevention and incidental purposes granted to Douglas County Soil Conservation District by the instrument recorded July 14, 1961 in Book 138 at Page 341.
14. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Option and Lease Agreement by and between Charles H. Hewitt and Janice L. Hewitt and US West New Vector Group, Inc. recorded May 3, 1995 in Book 1260 at Page 1417.
17. The following items as shown the Land Survey Plat dated June 15, 1999, Project No. 9019, prepared by Engineering Surveys, Inc.:
  - a) Right of Way for overhead electric lines traversing subject property (Affects Sections 4 & 5)
18.
  - b) Encroachment of the fence onto the adjoining property on the West as to W 1/2, NW 1/4 of Section 4.





## LEGAL DESCRIPTION

THAT PART OF THE SW 1/4 SECTION 32, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., AND THAT PART OF THE NE 1/4, NW 1/4 OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH AND EAST OF THE CASTLE ROCK-FRANKTOWN HIGHWAY AND N 1/2, NE 1/4 SECTION 5 AND W 1/2, NW 1/4 OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST AND SW 1/4, SW 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

TOTAL AREA - 199.368 Acres

QUIT CLAIM DEED

GRANTOR: CHARLES H. AND JANICE L. HEWITT  
13903 Calmont Drive  
Houston, TX 77070

GRANTEE: TOWN OF CASTLE ROCK, a  
Colorado municipal corporation,  
680 N. Wilcox Street  
Castle Rock, CO 80104

Grantors, for the consideration of ten dollars and other good and valuable consideration, in hand paid, hereby sell and quit claim to Grantee any interest Grantors may have in the ground water rights underlying the following described property:

See attached *Exhibit I*

together with all appurtenances thereto and all water rights referenced in Section 3(j) of the Deed of Conservation Easement recorded simultaneously herewith.

Signed this 25 day of August, 1999.

GRANTOR:

Charles H. Hewitt  
Charles H. Hewitt

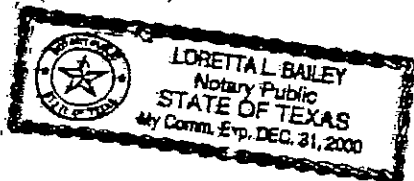
Janice L. Hewitt  
Janice L. Hewitt

STATE OF TEXAS )  
) ss.  
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me this 25 day of AUGUST, 1996 by Charles H. Hewitt and Janice L. Hewitt.

Witness my official hand and seal.  
My commission expires: 12-31-2000

(SEAL)



Loretta L. Bailey  
Notary Public

## LEGAL DESCRIPTION

THAT PART OF THE SW 1/4 SECTION 32, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., AND THAT PART OF THE NE 1/4, NW 1/4 OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH AND EAST OF THE CASTLE ROCK-FRANKTOWN HIGHWAY AND N 1/2, NE 1/4 SECTION 5 AND W 1/2, NW 1/4 OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST AND SW 1/4, SW 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

TOTAL AREA - 199.368 Acres