

**FIRST AMENDMENT TO
DAWSON TRAILS BOULEVARD MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO DAWSON TRAILS BOULEVARD MANAGEMENT AGREEMENT (this "Amendment") is made as of the 15th day of July, 2025, by and between **DAWSON TRAILS METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **TOWN OF CASTLE ROCK**, a home rule municipal corporation (the "Town"). The District and the Town may each be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The Parties entered into that certain Dawson Trails Boulevard Management Agreement dated May 21, 2024 (the "Agreement"), wherein the District agreed to perform the District Work in accordance with the Agreement. All capitalized terms used but not defined in this Amendment shall have the same meaning ascribed to them in the Agreement.

B. As part of the development of the Project, Town Project Numbers CD25-0036 and TES25-0025 (the "Round-a-bout Work Plans") are currently being processed with the Town, which Round-a-bout Work Plans would modify the District Work to construct round-a-bouts and related improvements as set forth in the Round-a-bout Work Plans, as approved by the Town (the "Round-a-bout Work").

C. Completion of the Round-a-bout Work prior to the completion of the District Work would be beneficial to the Parties, as the same would, among other things, eliminate the construction and cost to construct District Work that would need to be demolished to construct the Round-a-bout Work, and eliminate future disruption of traffic to accomplish such demolition of the District Work and construction of the Round-a-bout Work.

D. To accommodate the foregoing, the Parties desire to amend the Agreement as set forth below.

AGREEMENT:

NOW THEREFORE, in consideration of the covenants and promises set forth below, and the receipt of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein in their entirety by this reference.

2. Round-a-bout Work. Notwithstanding anything to the contrary, the Parties agree that: (a) the District may perform the Round-a-bout Work in accordance with the Round-a-bout Work Plans pursuant to a change order or change orders to the District Construction Contract modifying the Approved Plans to accommodate the Round-a-bout Work, as approved by the

Town in its reasonable discretion; provided, however, that if at any time during the construction of the Round-a-bout Work the construction of the same would result in the failure to meet the Completion of District Work, as reasonably determined by the Town, the Town may provide the District written notice of such determination, whereupon such Round-a-bout Work shall immediately cease and the District shall proceed with the District Work as originally approved without further performing the Round-a-bout Work; (b) except as expressly set forth in this Amendment pertaining to the Eliminated District Work Costs, the Round-a-bout Work shall in no way be deemed to be or constitute part of the District Work for any purpose under the Agreement; (c) except as expressly set forth in this Amendment pertaining to the Eliminated District Work Costs, the District shall be solely responsible and liable for all aspects of the Round-a-bout Work; (d) other than the amount (the “Eliminated District Work Costs”), if any, that the Round-a-bout Work eliminates the necessity for any particular District Work being constructed (the “Eliminated District Work”), the Round-a-bout Work shall be performed at the sole cost and expense of the District; and (e) upon completion of any Eliminated District Work, the District may pursue reimbursement of the applicable Eliminated District Work Costs as District Work, subject to and in accordance with the terms applicable to a District Interchange Project Fund Requisition (as defined in the CVI Agreement) as set forth in the CVI Agreement.

3. Construction. Each of the Parties acknowledges that they, and their respective counsel, substantially participated in the negotiation, drafting and editing of this Amendment. Accordingly, the Parties agree that the provisions of this Amendment shall not be construed or interpreted for or against any Party hereto based on authorship.

4. Authority. Each Party represents and warrants that it has the power and authority to execute this Amendment and that there are no third-party approvals required to execute this Amendment or to comply with the terms or provisions contained herein.

5. Headings. The section headings used herein shall have absolutely no legal significance and are used solely for convenience of reference.

6. Ratified and Confirmed. The Agreement is hereby ratified and confirmed and shall remain in full force and effect in accordance with its original terms and provisions, except as modified by this Amendment.

7. Counterparts; Facsimile/Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and both of which together shall be deemed to constitute one and the same instrument. Each of the Parties shall be entitled to rely upon a counterpart of this Amendment executed by the other Party and sent via facsimile or electronic transmission.

[Signature pages follow]

IN WITNESS WHEREOF the Parties have executed this Amendment as of the date first written above.

TOWN:

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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of the Town of Castle Rock, Colorado.

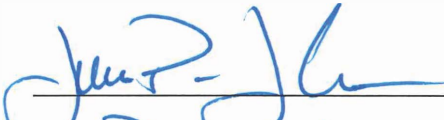
Witness my official hand and seal.
My commission expires: _____

[S E A L]

Notary Public

DISTRICT:

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1

By: 
Its: President

STATE OF COLORADO)
 Arapahoe) ss.
COUNTY OF ~~DOUGLAS~~)

The foregoing instrument was acknowledged before me this 14 day of July, 2015 by Laurence P. Jacobson as President for Dawson Trails Metropolitan District No. 1.

Witness my official hand and seal.
My commission expires: 07-23-2028




Notary Public

Approved as to form:

Kristin J. Bowers

Kristin J. Bowers, General Counsel