

RESOLUTION NO. 2024-052

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND
DAWSON TRAILS METROPOLITAN DISTRICT NO. 1 REGARDING
MANAGEMENT OF THE DAWSON TRAILS BOULEVARD PROJECT**

WHEREAS, the Town of Castle Rock (the "Town"), ACM Dawson Trails VIII JV LLC, Dawson Ridge Metropolitan District No. 1 (renamed as Dawson Trails Metropolitan District No. 1 and referred to as the "District"), Dawson Ridge Metropolitan District No. 2-5, and Westfield Metropolitan District Nos. 1-2 (all as renamed to Dawson Trails Metropolitan District Nos. 2-7, respectively) entered into the Dawson Trails Development Agreement (the "Development Agreement"), which established the terms and conditions for the overall development of the Dawson Trails project; and

WHEREAS, Section 8.04 of the Development Agreement contemplates the design, acquisition, construction, management and installation of a new interchange known as the Crystal Valley Interchange ("CVI"), which generally consists of, among other things, a bridge over Interstate 25 (I-25), a northbound on-ramp, a northbound off-ramp, a southbound on-ramp, a southbound off-ramp, a bridge over the BNSF railroad tracks, relocation of West Frontage Road from Tomah Road to the CVI, relocation of a segment of the East Frontage Road and a connection to the relocated West Frontage Road, and the construction of a portion of Dawson Trails Boulevard to the south of the CVI (the "CVI Project"); and

WHEREAS, pursuant to the terms and conditions of the Development Agreement, the Town and District have entered into that certain CVI Contribution Funding Agreement, whereby the District has agreed to contribute \$50,000,000 to the Town for the CVI Project ("CVI Agreement"); and

WHEREAS, pursuant to the CVI Agreement, the District, on behalf of the Town, is undertaking the management of that portion of the CVI Project comprised of the construction of Dawson Trails Boulevard from the current southern boundary of the Town north to the federal project limits of CVI (the "District Work"); and

WHEREAS, the Town and the District now desire to enter into the Dawson Trails Boulevard Management Agreement to set forth the parameters of how the District Work will be completed by the District (the "IGA"); and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to authorize the execution of the IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. Approval. The Dawson Trails Boulevard Management Agreement Water is hereby approved in substantially the same form as presented at tonight's meeting, with such

technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment from the Crystal Valley Parkway Interchange account of an amount not to exceed \$455,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 21st day of May, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of 7 for and 0 against.

ATTEST:

DocuSigned by:

Lisa Anderson

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Lisa Anderson, Town Clerk



DS

TOWN OF CASTLE ROCK

DocuSigned by:

Jason Gray

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Jason Gray, Mayor

Approved as to form:

DocuSigned by:

Mike Hyman

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Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:

Dan Sailer

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Daniel Sailer, Director of Public Works

DAWSON TRAILS BOULEVARD MANAGEMENT AGREEMENT

DATE: ____ May 21, 2024.

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

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, 405 Urban Street, Suite 310, Lakewood, Colorado 80228 (the "**District**").

RECITALS:

A. The District is organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, including particularly Title 32, Article 1, C.R.S., for the purpose of providing, financing, operating and maintaining certain public improvements to and for the benefit of the properties within and without the boundaries of the District, together with all necessary, incidental, and appurtenant facilities, equipment, land and easements or other interests in property, for itself, its taxpayers, its residents and users within the District's service area.

B. Pursuant to the Amended and Restated Service Plan for the Dawson Ridge Metropolitan District No. 1, Dawson Ridge Metropolitan District No. 2, Dawson Ridge Metropolitan District No. 3, Dawson Ridge Metropolitan District No. 4, Dawson Ridge Metropolitan District No. 5, Westfield Metropolitan District No. 1 and the Westfield Metropolitan District No. 2, Town of Castle Rock, Colorado, approved by the Town September 6, 2022 (the "**Service Plan**"), the District is authorized to finance and provide public improvements needed for the Dawson Trails development project.

C. The Districts (hereinafter defined) entered into that certain District Maintenance and Administrative Services Agreement, dated November 28, 2022, which provides that the District may act on behalf of each of the Districts in regard to the provision of improvements and services authorized under the Service Plan.

D. The Town, ACM Dawson Trails VIII JV LLC, a Delaware limited liability company (being the developer of the Project, defined below (the "**Developer**")), the District (formerly known as Dawson Ridge Metropolitan District No. 1), Dawson Ridge Metropolitan District No. 2, Dawson Ridge Metropolitan District No. 3, Dawson Ridge Metropolitan District No. 4, Dawson Ridge Metropolitan District No. 5, Westfield Metropolitan District No. 1 and the Westfield Metropolitan District No. 2 (all as renamed to Dawson Trails Metropolitan District Nos. 2-7, respectively, and together with the District, the "**Districts**") entered into the Dawson Trails Development Agreement (the "**Development Agreement**"), as approved by the Town Council

September 6, 2022, which established the terms and conditions for the overall development of the Dawson Trails project (the “**Project**”).

E. In connection with the development of the Project, Section 8.04 of the Development Agreement contemplates the design, acquisition, construction, management and installation of a new interchange known as the Crystal Valley Interchange (the “**Crystal Valley Interchange**” or “**CVI**”), which generally consists of, among other things, a bridge over Interstate 25 (I-25), a northbound on-ramp, a northbound off-ramp, a southbound on-ramp, a southbound off-ramp, a bridge over the BNSF railroad tracks, relocation of West Frontage Road from Tomah Road to the CVI, relocation of a segment of the East Frontage Road and a connection to the relocated West Frontage Road, and the construction of a portion of Dawson Trails Boulevard to the south of the CVI, together with associated grading, draining, utility and other development work related thereto (collectively, and as more particularly set forth in the Approved Plans (hereinafter defined), the “**CVI Project**”).

F. In order to share in the costs of the CVI Project, the Development Agreement requires a contribution of Fifty Million Dollars (\$50,000,000) from or on behalf of the Developer (the “**CVI Contribution**”).

G. The Town and District entered into that certain CVI Contribution Funding Agreement dated October 9, 2023 (the “**CVI Agreement**”), which addresses the funding and disbursement of the CVI Contribution.

H. Pursuant to the CVI Agreement, the District, on behalf of the Town, is undertaking the District Work (as defined in the CVI Agreement) under separate contracts from the remainder of the CVI Project (referred to in this Agreement as the District Construction Contracts).

I. The Parties desire to enter into this Agreement to set forth the parameters of how the District Work will be completed by the District.

THEREFORE, in reliance on the matters set forth above and in consideration of the mutual promises contained in this Agreement, the Parties agree and covenant as follows:

ARTICLE I DEFINITIONS

1.01 Defined Terms. The following words when capitalized in the text shall have the meanings indicated below.

Agreement: Dawson Trails Boulevard Management Agreement.

Code: the Castle Rock Municipal Code, as amended.

Force Majeure: delays caused by war, riots, strikes, lockouts, acts of God, enemy action, civil commotion, fire, terrorist action, pandemic, epidemic, public utility failure, floods or other casualty, moratorium or similar laws prohibiting performance, unforeseeable and abnormal weather conditions which delays or precludes construction, or any other similar matter which is beyond the reasonable control of such Party. Notwithstanding the foregoing, any delay caused by a Party's failure to pay amounts required to be paid under this Agreement shall not constitute Force Majeure. To claim a Force Majeure delay, a Party shall give written notice of the same to the other Party within ten (10) days after the discovery of the occurrence of any event that would constitute Force Majeure hereunder. If the Party claiming Force Majeure fails to timely provide notice of such event that would constitute Force Majeure, such event shall not constitute Force Majeure under this Agreement. Except as provided herein, if the performance of an obligation by a Party hereunder, other than the payment of money, is delayed due to Force Majeure, then the date when performance is required under this Agreement shall be extended for a period of time equal to the duration of the Force Majeure.

Party or Parties: one or all of the parties to this Agreement.

Project: The portion of the CVI Project that consists of the District Work.

Project Property or Property: the property, including the ROW Parcels, which is the site of the Project, as more particularly described in the attached *Exhibit 1*.

ROW Parcels: the parcels that are depicted and described in the attached *Exhibit 1*, which will constitute a part of the Project Property.

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

Certain other terms are defined in the text of the Agreement.

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

ARTICLE II DEVELOPMENT OF THE PROJECT-GENERALLY

2.01 Overall Project Responsibility.

A. The District shall be responsible for all aspects of Project permitting, Project bidding and contracting, Project development, construction, and construction management through

Project completion. Notwithstanding the foregoing, the Town shall be exclusively responsible for financing construction of the Project, and shall bear all attendant development and financial risks of completing the Project. Subject to the foregoing, the District will exercise its rights and perform its obligations under the various contracts with third parties necessary to complete the District Work with usual and customary industry practices. This Agreement does not create a partnership, joint venture or other legal entity between the District and Town. Rather the Town and the District each has a limited and discrete role with respect to the Project as outlined in this Agreement.

B. Subject to availability of funds in the Interchange Project Fund (as defined in the CVI Agreement, the District shall promptly pay for all District Work with funds from the Interchange Project Fund in accordance with the CVI Agreement such that no liens or encumbrances attach to the Property. In addition, to the extent permitted by law, the District shall indemnify the Town from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any person, firm, partnership or corporation, to the extent caused by the negligent acts, errors or omissions of the District or any of its employees, agents or contractors in performing the District Work on the Project. In the event that any such suit or action is brought against the Town, the Town shall give notice to the District within ten (10) days of receipt of notice of such action.

2.02 District Work.

A. The District Work shall be completed by the District as provided in this section 2.02, but the cost of the District Work shall be borne entirely by the Town. The District work shall be performed in accordance with those certain construction plans approved by the Town for Project No. 2021-094, CIP 22-0012, Dawson Trails Boulevard (the "**Approved Plans**"), consistent with the standards and specifications set forth in the Town Regulations and technical manuals and applicable State and federal regulations (the "**Town Specifications**"); provided, however, that where there is a conflict between the Approved Plans and the Town Specifications, the more stringent standard shall apply.

B. The Town will waive any permit fees under the Town Regulations for the performance and completion of the District Work.

C. The District shall undertake a competitive bidding process for the completion of the District Work and the lowest, best and responsive, responsible bidder shall be selected. Determination of the lowest, best and responsive, responsible bidder shall require the concurrence of the Town.

D. In consideration of the District performing its obligations under this Agreement, the District shall be paid an amount that does not exceed three and one-half percent (3.5%) of the initial contract price for the District Work under this Agreement, plus any increases in the contract price attributable to the issuance of a change order or other form of order or directive by the District (the "**Management Fee**"), which Management Fee shall be charged as a separate line item on each

District Disbursement Request (as defined in the DVI Agreement). As a prerequisite to issuance, the Town shall have the right to review and approve any change order or other form of order or directive that requires additional compensable District Work to be performed by the District's employees, agents, or contractors.

2.03 Town Regulations. Town Regulations shall apply to the construction of the Project, except as otherwise expressly provided in this Agreement.

ARTICLE III CONSTRUCTION

3.01 Construction Contracts. Subject to the Town's concurrence, the District shall select and contract with the consultants, engineers, construction subcontractors and manager/general contractor necessary to complete the District Work (collectively, the "**District Construction Contracts**"). If Town does not approve any of the District Construction Contracts, which approval shall not be unreasonably withheld, conditioned or delayed, then a No-Fault Termination shall result. The Town will not be a party to the District Construction Contracts but will be designated as a beneficiary and shall have the right to assume the District Construction Contracts in the event the District should fail to progress in construction of the District Work as required under this Agreement. The District Construction Contracts shall provide that the Town shall be a co-obligee on any performance and/or labor and material payment bond furnished, and an additional named insured on any insurance coverage procured by the manager/general contractor. The District Construction Contracts shall further provide for a two-year warranty period on all District Work. As a designated beneficiary, the Town shall have the right to enforce all such warranties. The District Construction Contracts shall encompass only the District Work. The balance of the CVI Project design and construction will be undertaken by the Town under separate contracts independent of the District Construction Contracts.

3.02 Progression of Construction. Subject to Force Majeure and any notice and cure provisions under this Agreement, the District shall commence and complete the District Work in accordance with the following benchmarks:

Commencement of District Work

30 days after notice to proceed is issued by the Town, which is expected to occur on May 15, 2024

Completion of District Work

June 30, 2025, or the date upon which the CVI Project is substantially completed, whichever first occurs; provided that such date shall be automatically extended for each day after May 15, 2024, that the Town does not issue a notice to proceed

Failure to meet the benchmarks set forth in this section 4.02, as extended by Force Majeure and/or the Town (if applicable) and subject to any notice and cure provisions in this Agreement, shall constitute a default under this Agreement by the District.

3.03 Third Party Review. Town, at its sole expense, may procure the services of a third-party construction management firm to assist in the review of the plans, specifications, the District Construction Contracts, and inspections of the District Work ("**Town Construction Manager**"). The District shall allow the Town Construction Manager reasonable access to the District Work and District Construction Contracts.

3.04 Construction Suspension. In the event that the District Work should cease for a duration of 60 consecutive days or more for any reason other than Force Majeure, or should the District be subject to a voluntary or involuntary bankruptcy proceeding, such event, subject to any notice and cure provisions in this Agreement, shall constitute a default under this Agreement. Subject to obtaining any required judicial approval, Town shall have the right to assume the District Construction Contracts and complete the District Work with the CVI Contribution Funds or other funds of the Town. These remedies afforded Town shall be in addition to the remedies provided elsewhere in this Agreement.

ARTICLE IV OWNERSHIP AND MAINTENANCE

4.01 Ownership. The Town shall have exclusive ownership of the District Work.

4.02 Maintenance. The District Work shall be maintained by the Town, at its sole cost and expense.

ARTICLE V OTHER PROVISIONS

5.01 Representations and Warranties.

A. Representations and Warranties by District. The District represents and warrants as follows:

1. The District is a quasi-municipal corporation and political subdivision of the State of Colorado, and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations under this Agreement.

2. The District knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the District or its officials with respect to this Agreement that has not been disclosed in writing to the Parties.

3. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not: (i) conflict with or contravene any law, order, rule or regulation applicable to the District or to its governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the District is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the District.

4. This Agreement constitutes a valid and binding obligation of the District, enforceable according to its terms.

B. Representations and Warranties by the Town. The Town represents and warrants as follows:

1. The Town is a body corporate and politic and a home rule municipality of the State of Colorado, and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations under this Agreement.

2. The Town knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the Town or its officials with respect to this Agreement that has not been disclosed in writing to the Parties.

3. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not: (i) conflict with or contravene any law, order, rule or regulation applicable to the Town or to its governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Town is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Town.

4. This Agreement constitutes a valid and binding obligation of the Town, enforceable according to its terms.

5.02 Commencement, Term. The term of this Agreement shall commence upon the mutual execution of this Agreement.

5.03 No-Fault Termination. Where this Agreement provides for the occurrence of a No-Fault Termination, the Parties thereafter shall have no further rights or responsibilities under this Agreement as to any prospective provision of the Agreement. No Party shall be deemed in default of this Agreement solely as a result of causing the No-Fault Termination. Provided further, the occurrence of a No-Fault Termination shall not relieve a Party from (i) an obligation in force

or effect as of the No-Fault Termination, or (ii) an uncured default occurring prior to the No-Fault Termination.

5.04 Event of Default. Subject to any notice and cure provisions in this Agreement, failure of any Party to perform any covenant, agreement, obligation or provision of this Agreement (other than a No-Fault Termination) shall constitute an event of default under this Agreement.

5.05 Default Notice. In the event a Party alleges that the other is in default, the non-defaulting Party shall first notify the defaulting Party in writing of such default, and specify the exact nature of the default in such notice. The defaulting Party shall have thirty (30) days from receipt of such notice within which to cure such default before the non-defaulting Party may exercise any of its remedies; or if the default is of a nature to require more than thirty (30) days to remedy, the defaulting Party will have the time reasonably necessary to cure, but in any event such cure period shall not extend beyond ninety (90) days.

5.06 Remedies. Upon default of this Agreement and failure to timely cure, the non-defaulting Party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce performance and compliance with this Agreement, or to collect the monies then due and thereafter to become due; provided, however, that no Party will be entitled to lost profits, economic damages, incidental, consequential, punitive or exemplary damages in the event of a default.

5.07 Governing Law. This Agreement shall be governed and construed in accordance with Colorado law and Douglas County shall be the proper venue for the commencement of any claims in state court.

5.08 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the Parties and their successors, must be in writing.

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

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

District: Dawson Trails Metropolitan District No. 1
405 Urban Street, Suite 310

Lakewood, Colorado 80228
Attn: AJ Beckman, Manager

With copy to: White Bear Ankele Tanaka & Waldron
Attorney at Law
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.

5.10 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and District, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than the Party receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

5.11 Additional Documents. The Parties agree to execute any additional documents or take any additional action, including but not limited to estoppel documents requested by lenders, that is necessary to carry out this agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement and to effectuate the agreements and the intent. Notwithstanding the foregoing, however, no Party shall be obligated to execute any additional document or take any additional action unless such document or action is reasonably acceptable to such Party. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement.

5.12 TABOR Compliance. It is not the intention of the Parties and this Agreement is not be construed to create a multiple fiscal year obligation of the Town under Article X, Section 20 of the Colorado Constitution ("TABOR") which obligation has not been previously voter approved. Consequently, any financial obligation of the Town which is not supported by a TABOR reserve is conditioned on the subsequent appropriation by the Town Council of sufficient funds to discharge such obligation.

5.13 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

5.14 Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any subsequent breach by any Party.

5.15 Binding Effect, Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and assigns. This Agreement represents the entire agreement among the Parties and supersedes any prior written or oral agreements or understandings with regard to the Property or Project not specifically set forth in this Agreement.

5.16 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement and the attached exhibits as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of this Agreement will constitute the approval of such changes by the respective Parties.

5.17 Consent to Extensions. Any notice of or consent to an extension of time by the Town under this Agreement may be effected by the Town Manager or his designee; provided that no such extension may be effected if it would result in the District Work being completed after the completion of the CVI Project.

5.18 Days. If the day for any performance or event provided for is a Saturday, a Sunday, a day on which national banks are not open for regular transaction of business, or a legal holiday pursuant to §24-11-101(1), C.R.S., such day will be extended until the next day on which such banks and state offices are open for the transaction of business.

5.19 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of sovereign immunity or governmental immunity by any Party under applicable state law.

5.20 Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

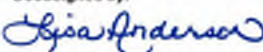
(Signature pages to follow)

TOWN:

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ATTEST:

DocuSigned by:



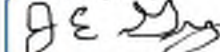
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Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK

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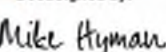


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Jason Gray, Mayor

Approved as to form:

DocuSigned by:



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Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:



18B5457CFF75614

David L. Corliss, Town Manager

STATE OF COLORADO)

) ss.

COUNTY OF DOUGLAS)

DS

The foregoing instrument was acknowledged before me this 28th day of May, 2024 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: 9/30/2024

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

DocuSigned by:



DAN# 20084033388-153886

DISTRICT:

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1

By: _____

Its: _____

STATE OF COLORADO

Arapahoe
COUNTY OF DOUGLAS

)

) ss.

)

The foregoing instrument was acknowledged before me this 15th day of April, 2024 by Lawrence P. Jacobson as President for Dawson Trails Metropolitan District No. 1.

Witness my official hand and seal.

My commission expires: 02/07/2028

[SEAL]

Alex Adams
Notary Public

Approved as to form:

Jennifer G. Tanaka, General Counsel

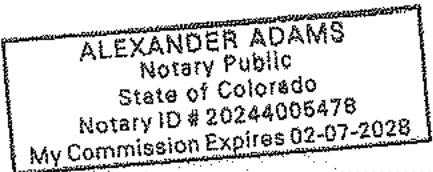


EXHIBIT LIST

Exhibit 1 Project Property/ ROW Parcels

EXHIBIT**PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO****DAWSON RIDGE BOULEVARD RIGHT-OF-WAY
PARCEL A**

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°48'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 17°11'37" E, A DISTANCE OF 985.21 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE; THENCE N 32°24'22" E, ALONG SAID EAST LINE, A DISTANCE OF 160.59 FEET TO THE POINT OF BEGINNING; THENCE N 32°24'22" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 459.45 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1444.50 FEET, A CENTRAL ANGLE OF 32°55'29" AND AN ARC LENGTH OF 830.07 FEET, THE CHORD OF WHICH BEARS S 10°40'27" W, A DISTANCE OF 818.70 FEET; THENCE S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2055.50 FEET, A CENTRAL ANGLE OF 28°58'12" AND AN ARC LENGTH OF 1075.19 FEET; THENCE S 24°10'55" W, A DISTANCE OF 158.82 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS; THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 121.48 FEET; THENCE N 24°10'55" E, A DISTANCE OF 208.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1944.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1017.12 FEET; THENCE N 05°47'17" W, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1555.50 FEET, A CENTRAL ANGLE OF 15°49'11" AND AN ARC LENGTH OF 429.48 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 338,969 SQUARE FEET OR 7.782 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33, A DISTANCE OF 228.37 FEET TO THE POINT OF BEGINNING; THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 112.23 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE OF 30°54'59" AND AN ARC LENGTH OF 914.34 FEET, THE CHORD OF WHICH BEARS N 06°17'38" W, A DISTANCE OF 903.29 FEET;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON

DR: J. ANTON

DATE: 08/14/2021

DS: T. GIRARD

SHEET 1 OF 5

P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

EXHIBIT

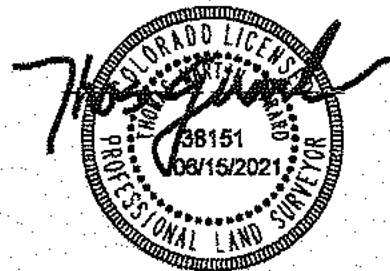
PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

(CONTINUED)

THENCE N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE
OF 45°56'00" AND AN ARC LENGTH OF 1447.45 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 1443.16 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL
WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 121.48 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 1492.53 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE
OF 45°56'00" AND AN ARC LENGTH OF 1358.46 FEET;
THENCE S 21°45'05" E, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE
OF 30°22'28" AND AN ARC LENGTH OF 957.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF
SAID SECTION 33 AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 469,069 SQUARE FEET, OR 10.768 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



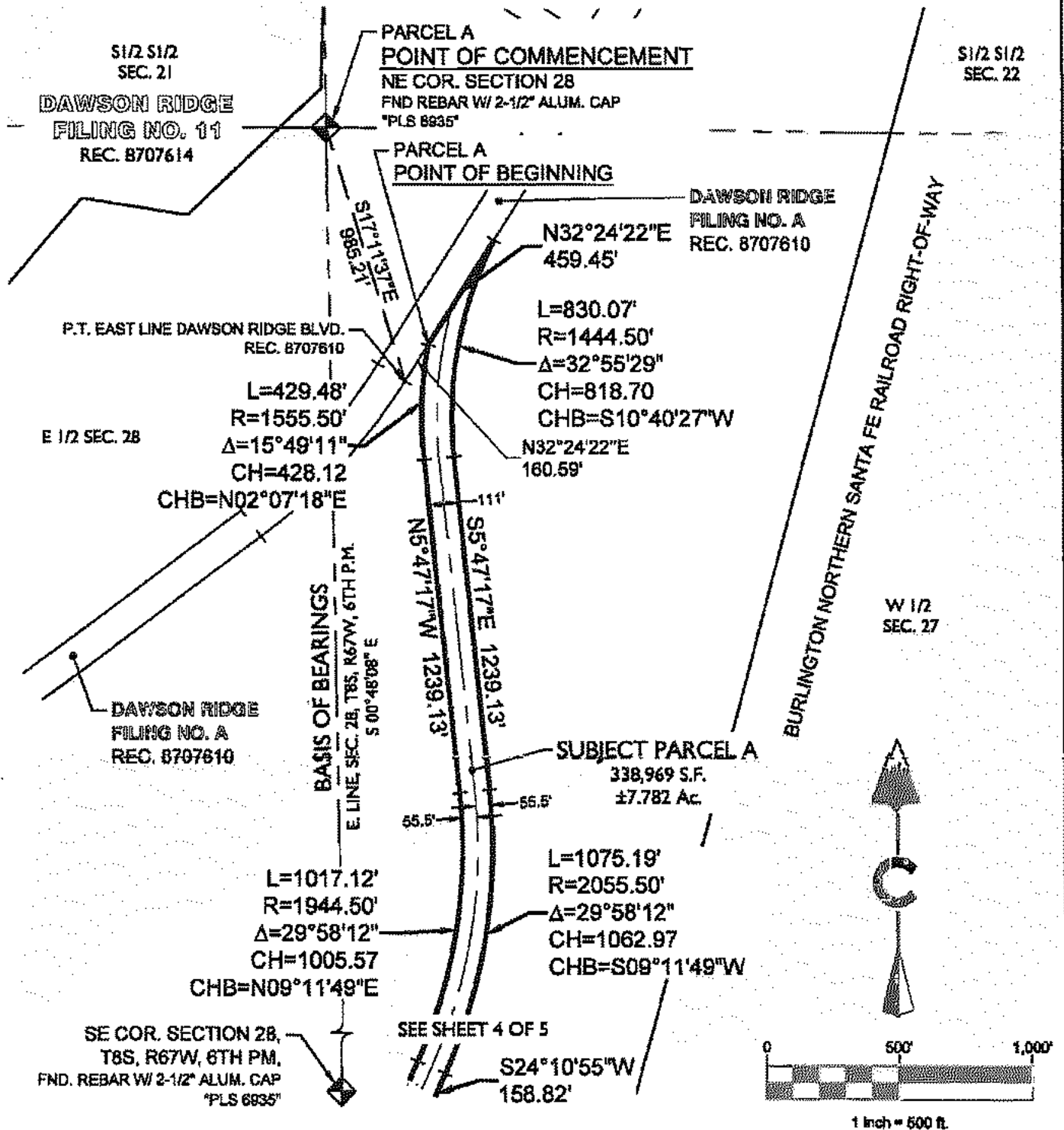
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: J. ANTON
DATE: 06/14/2021 DS: T. GIRARD
SHEET 2 OF 5 P.M. K. ROHRBOUGH



CORE CONSULTANTS, INC.
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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 3 OF 5

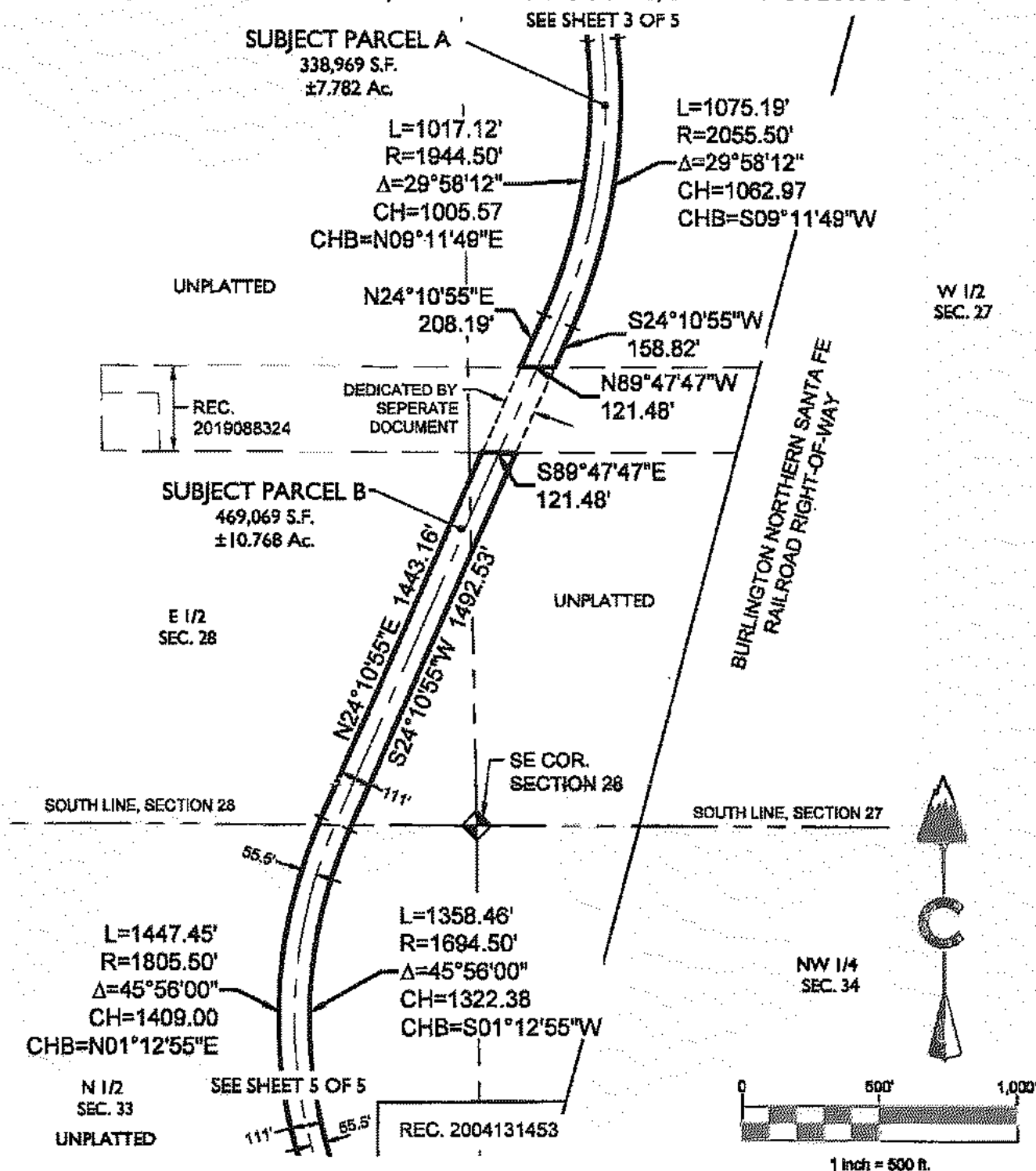
DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 4 OF 5

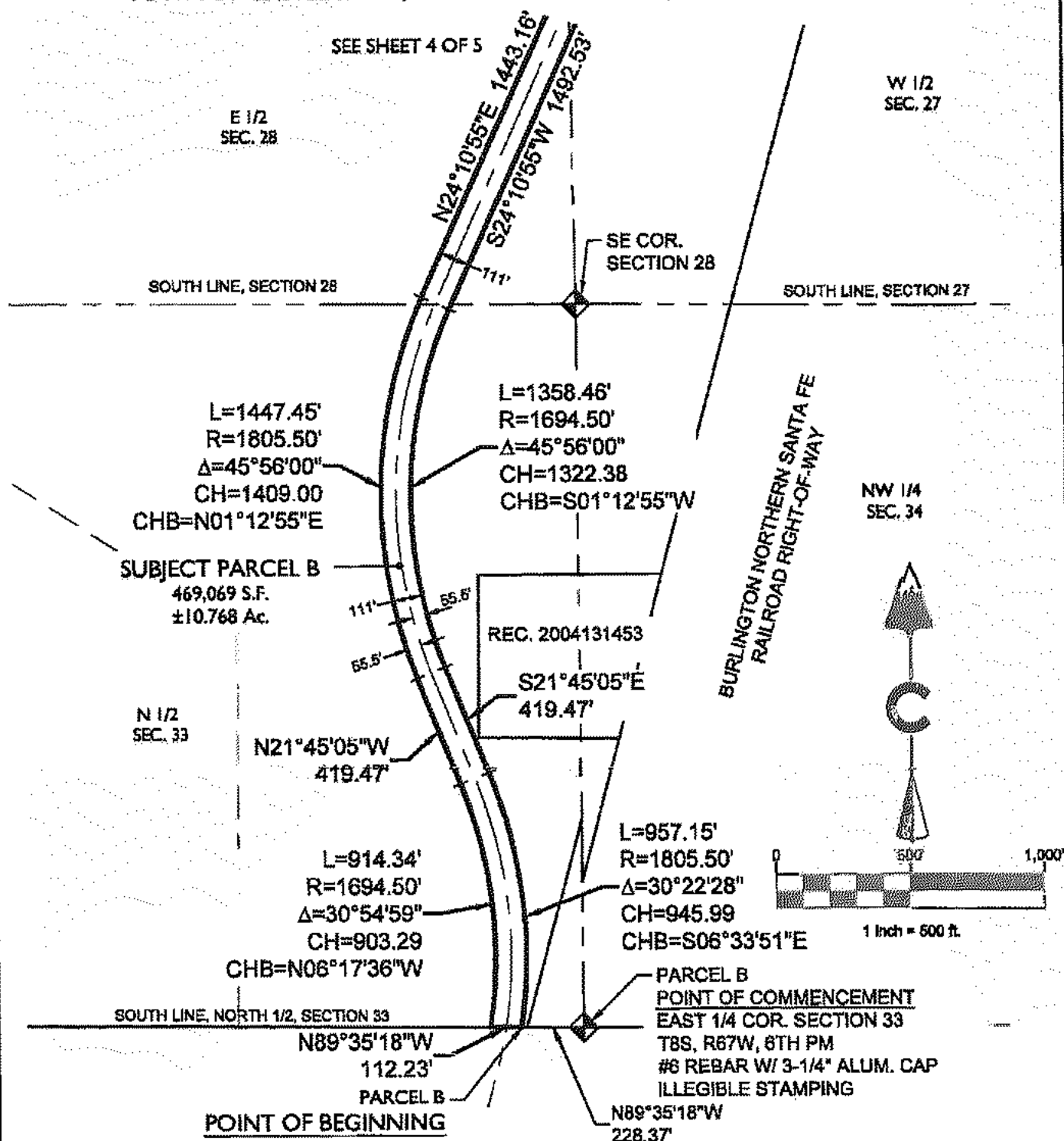
DR: J. ANTON
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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 5 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
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EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY

A PARCEL OF LAND BEING A PORTION OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 01°10'50" E, A DISTANCE OF 1346.17 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;
THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID DEED;
THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 121.48 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 337.91 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED;
THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 121.48 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 37,507 SQUARE FEET OR 0.861 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



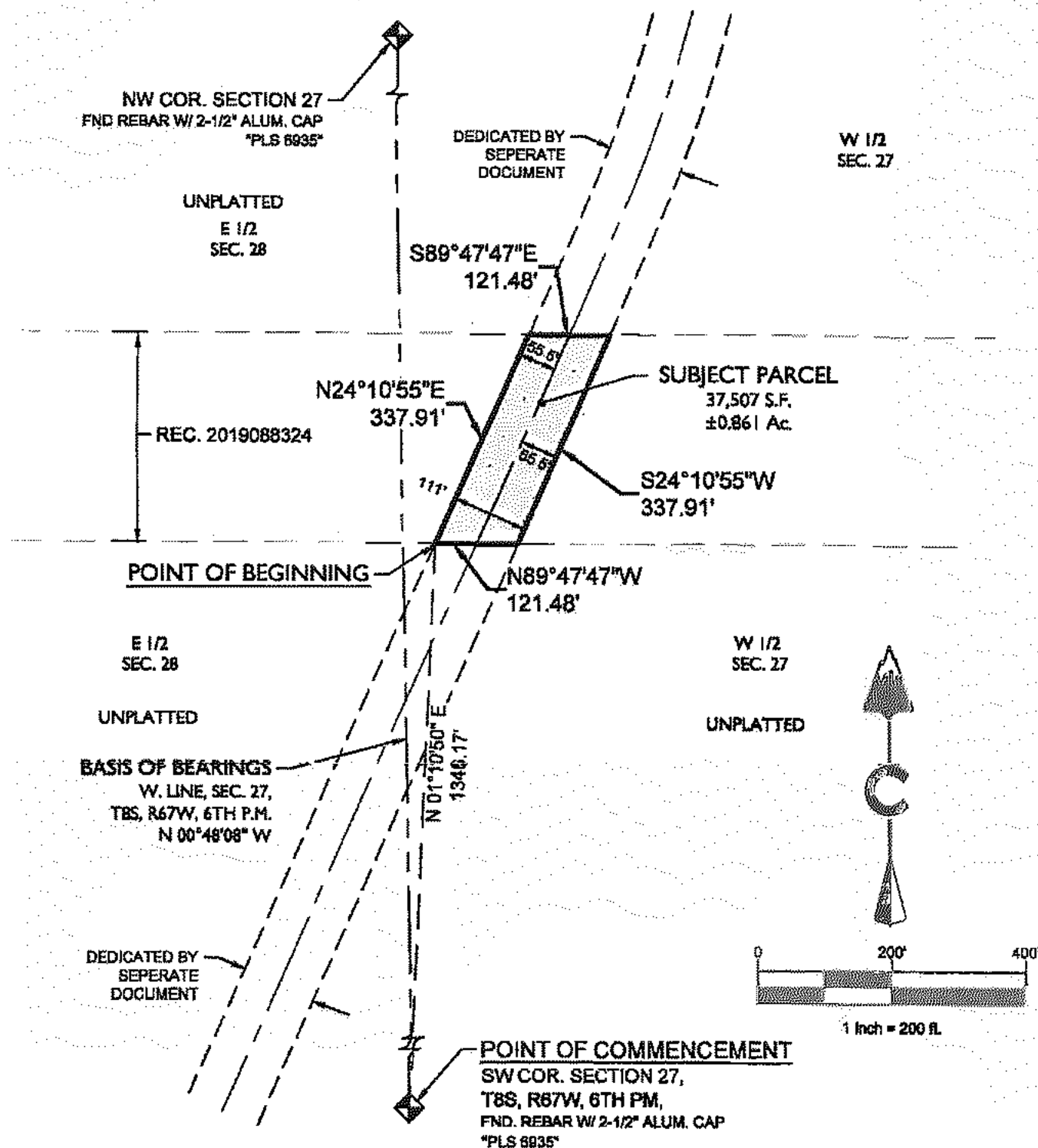
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
DATE: 06/11/2021 DS: T. GIRARD
SHEET 1 OF 2 P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT

**PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO**



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
 PROJECT: 20-224 DAWSON
 DATE: 06/11/2021
 SHEET 2 OF 2

DR: D. BUCHHOLZ
 DS: T. GIRARD
 P.M. K. ROHRBOUGH

CORE

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 3473 SOUTH BROADWAY
 ENGLEWOOD, CO 80113
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EXHIBIT**PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO****DAWSON RIDGE BLVD. SLOPE & DRAINAGE EASEMENT WEST
PARCEL A**

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°48'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 14°23'31" E, A DISTANCE OF 1027.91 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2160.00 FEET, A CENTRAL ANGLE OF 01°43'41" AND AN ARC LENGTH OF 65.15 FEET, THE CHORD OF WHICH BEARS N33°16'13"E, A DISTANCE OF 65.15 FEET;
2. THENCE N 32°24'22" E, A DISTANCE OF 160.59 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE DEPARTING SAID DAWSON RIDGE FILING NO. A PLAT AND ALONG THE WEST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD THE FOLLOWING FOUR (4) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1555.50 FEET, A CENTRAL ANGLE OF 15°49'11" AND AN ARC LENGTH OF 429.48 FEET, THE CHORD OF WHICH BEARS S 02°07'18" W, A DISTANCE OF 428.12 FEET;
2. S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1944.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1017.12 FEET;
4. S 24°10'55" W, A DISTANCE OF 208.19 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS

THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET;
 THENCE N 24°10'55" E, A DISTANCE OF 252.67 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1644.50 FEET, A CENTRAL ANGLE OF 10°28'17" AND AN ARC LENGTH OF 337.10 FEET;
 THENCE N 76°17'21" W, A DISTANCE OF 200.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
 THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1644.50 FEET, A CENTRAL ANGLE OF 19°29'56" AND AN ARC LENGTH OF 559.65 FEET, THE CHORD OF WHICH BEARS N 03°57'41" E, A DISTANCE OF 556.96 FEET;
 THENCE N 05°47'17" W, A DISTANCE OF 140.35 FEET;
 THENCE N 84°12'43" E, A DISTANCE OF 200.00 FEET;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON

DR: J. ANTON

DATE: 08/14/2021

DS: T. GIRARD

SHEET 1 OF 5

P.M. K. ROHRBOUGH



CORE CONSULTANTS, INC.
 3473 SOUTH BROADWAY
 ENGLEWOOD, CO 80113
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EXHIBIT

**PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO**

(CONTINUED)

THENCE N 05°47'17" W, A DISTANCE OF 1098.78 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1655.50 FEET, A CENTRAL ANGLE
OF 18°35'21" AND AN ARC LENGTH OF 248.18 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 426,231 SQUARE FEET, OR 9.785 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE
SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33, A DISTANCE OF 340.80 FEET TO THE POINT OF
BEGINNING:

THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 101.25 FEET TO A POINT OF
NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1594.50 FEET, A
CENTRAL ANGLE OF 12°19'34" AND AN ARC LENGTH OF 343.03 FEET, THE CHORD OF WHICH BEARS
N 03°33'20" E, A DISTANCE OF 342.37 FEET;

THENCE S 87°23'33" W, A DISTANCE OF 200.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1394.50 FEET, A
CENTRAL ANGLE OF 19°08'38" AND AN ARC LENGTH OF 465.84 FEET, THE CHORD OF WHICH BEARS
N 12°10'46" W, A DISTANCE OF 463.77 FEET;

THENCE N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2105.50 FEET, A CENTRAL ANGLE
OF 05°50'22" AND AN ARC LENGTH OF 214.59 FEET;

THENCE N 74°05'17" E, A DISTANCE OF 200.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1905.50 FEET, A
CENTRAL ANGLE OF 40°05'38" AND AN ARC LENGTH OF 1333.41 FEET, THE CHORD OF WHICH BEARS
N 04°08'06" E, A DISTANCE OF 1306.37 FEET;

THENCE N 24°10'55" E, A DISTANCE OF 1398.68 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL
WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;

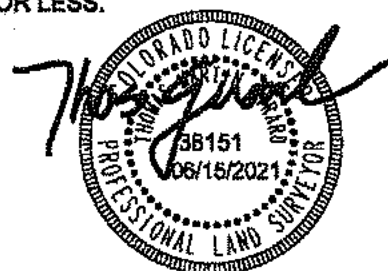
THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET;

THENCE S 24°10'55" W, A DISTANCE OF 1443.16 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE
OF 45°56'00" AND AN ARC LENGTH OF 1447.45 FEET;

THENCE S 21°45'05" E, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE
OF 30°54'59" AND AN ARC LENGTH OF 914.34 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 646,921 SQUARE FEET, OR 14.851 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON

DR: J. ANTON

DATE: 06/14/2021

DS: T. GIRARD

SHEET 2 OF 5

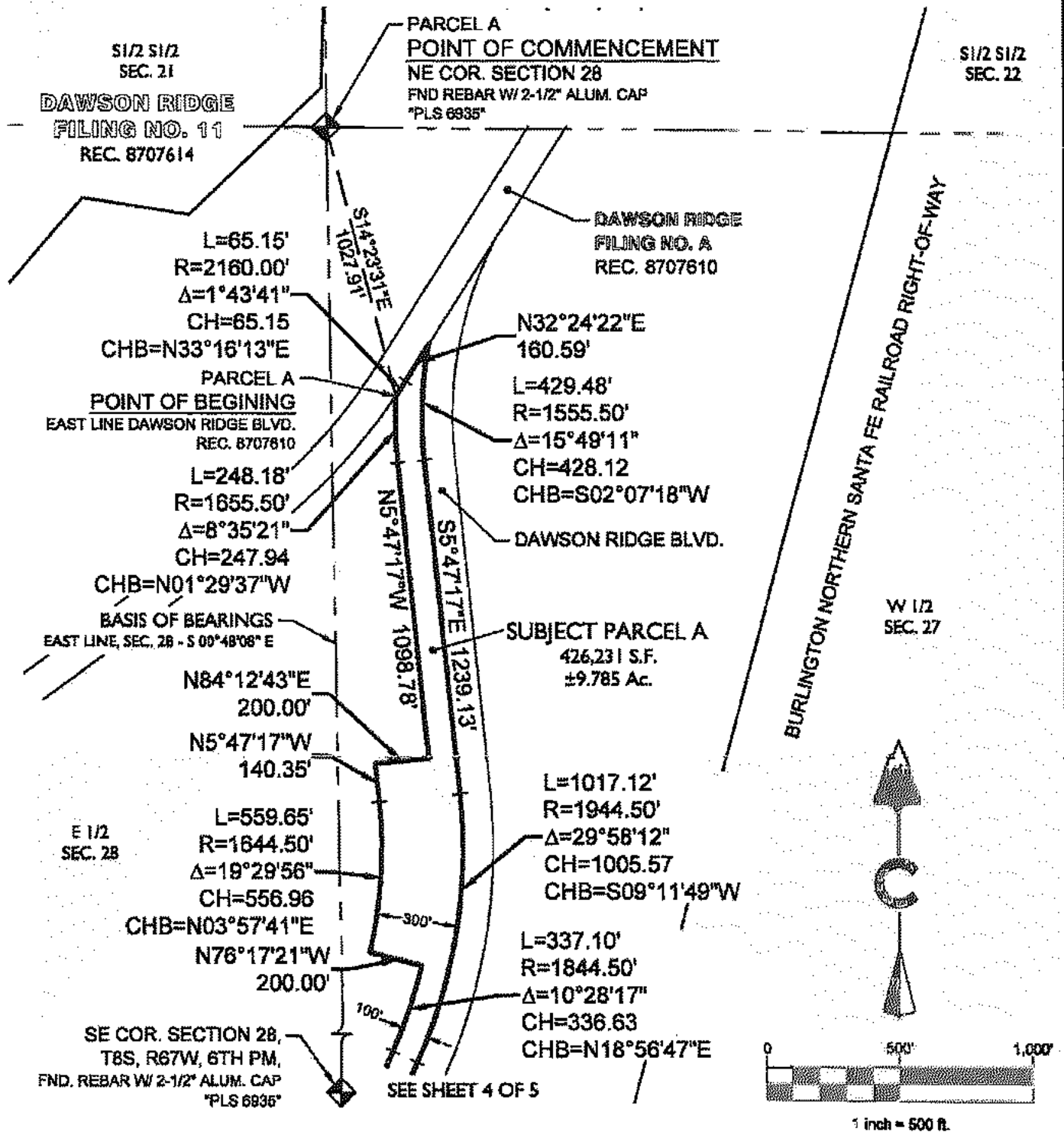
P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



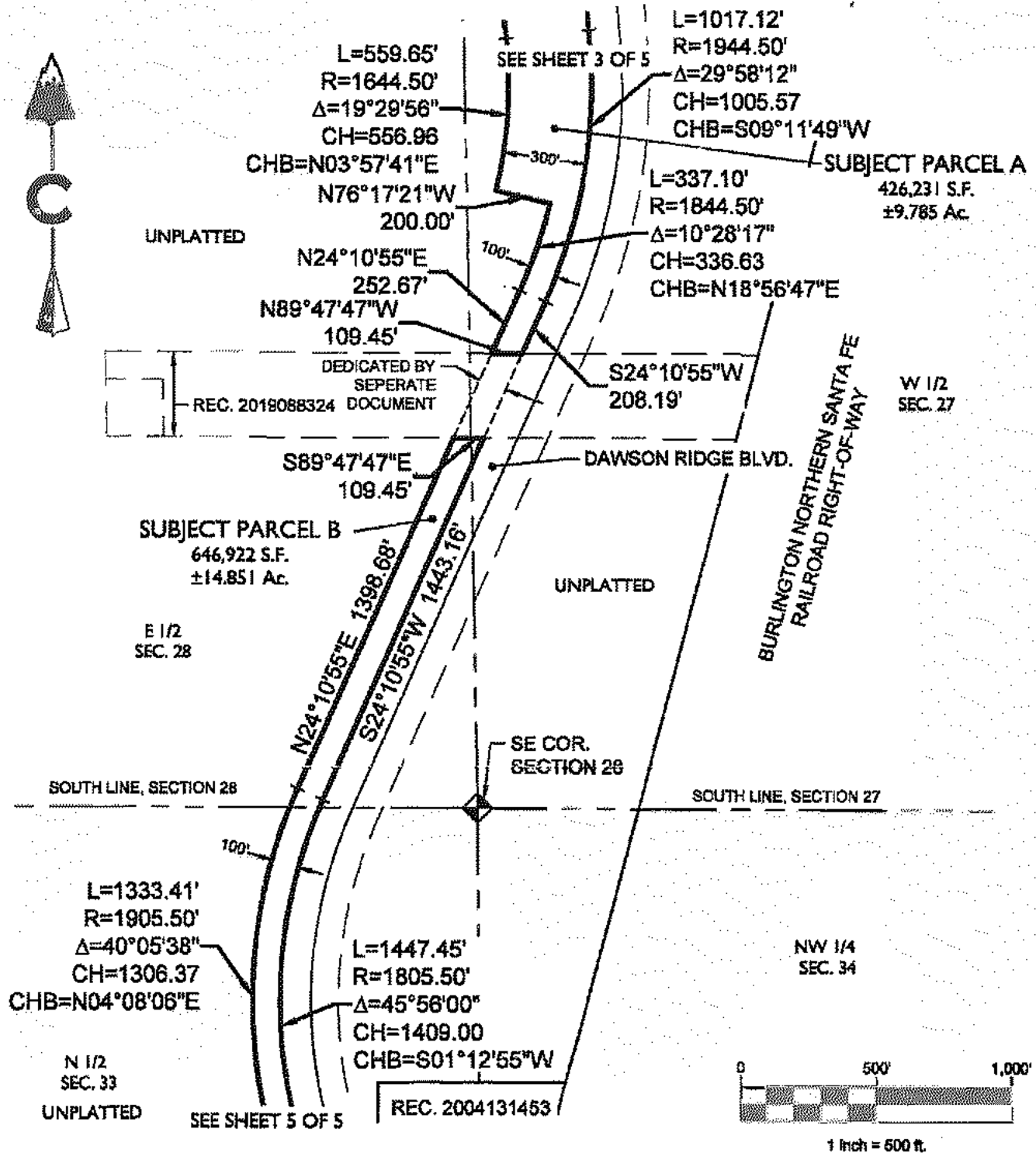
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PROJECT: 20-224 DAWSON DR: J. ANTON
DATE: 06/14/2021 DS: T. GIRARD
SHEET 3 OF 5 P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20-224 DAWSON
DATE: 08/14/2021
SHEET 4 OF 5

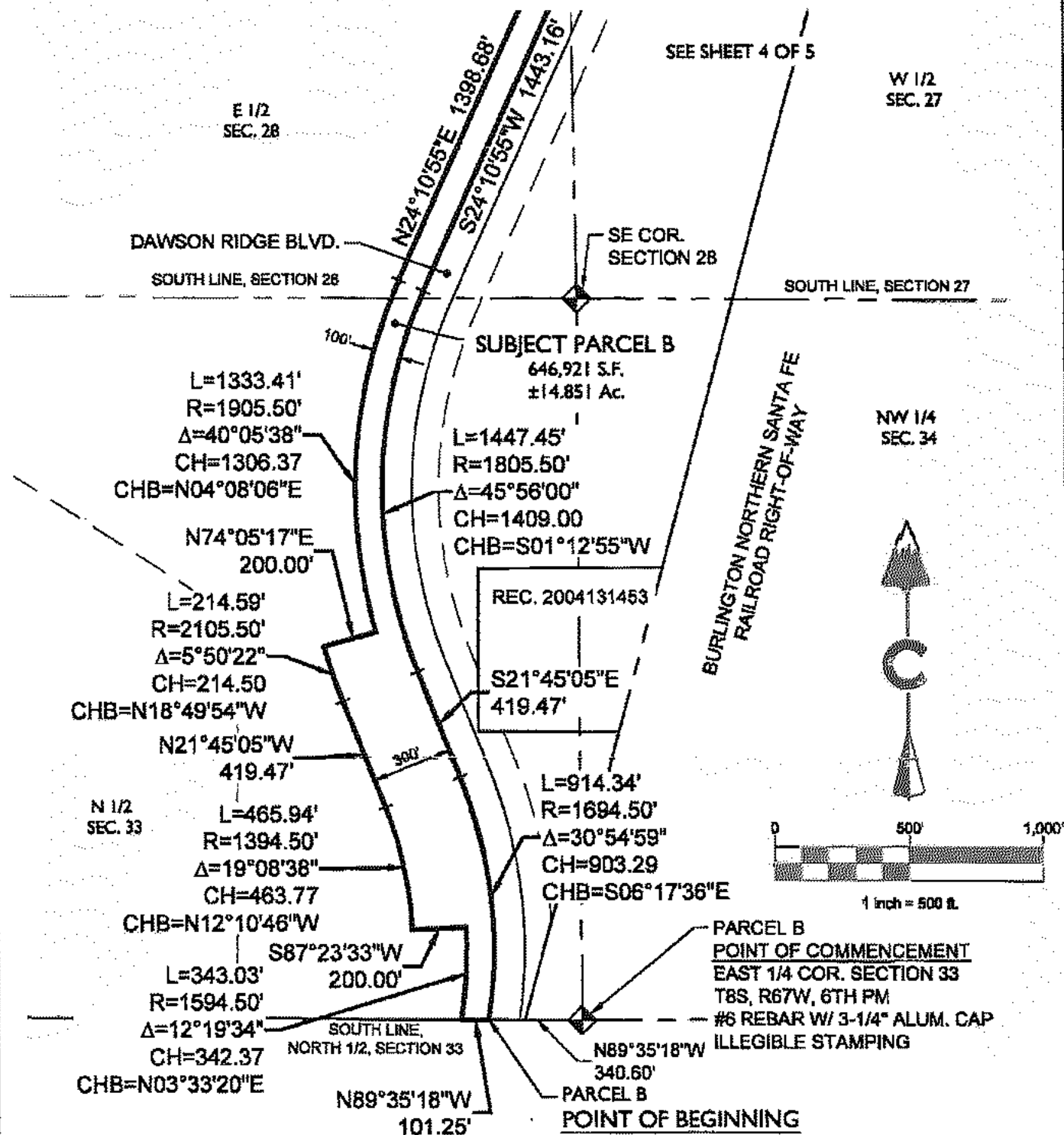
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PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20-224 DAWSON

DATE: 08/14/2021

SHEET 5 OF 5

DR: J. ANTON

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PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BLVD. SLOPE EASEMENT EAST PARCEL A

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°48'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 17°11'37" E, A DISTANCE OF 985.21 FEET TO A POINT OF TANGENCY (PT) ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE; THENCE N 32°24'22" E, ALONG SAID EAST LINE, A DISTANCE OF 620.04 FEET TO THE POINT OF BEGINNING; THENCE N 32°24'22" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 151.17 FEET; THENCE S 01°50'48" E, A DISTANCE OF 177.74 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1344.50 FEET, A CENTRAL ANGLE OF 32°42'50" AND AN ARC LENGTH OF 767.66 FEET, THE CHORD OF WHICH BEARS S10°34'08"W, A DISTANCE OF 757.28 FEET; THENCE S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2155.50 FEET, A CENTRAL ANGLE OF 28°58'12" AND AN ARC LENGTH OF 1127.49 FEET; THENCE S 24°10'55" W, A DISTANCE OF 114.34 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS; THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET TO A POINT ON THE EAST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY; THENCE ALONG THE EAST LINE OF SAID FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

1. N 24°10'55" E, A DISTANCE OF 158.82 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2055.50 FEET, A CENTRAL ANGLE OF 28°58'12" AND AN ARC LENGTH OF 1075.19 FEET;
3. N 05°47'17" W, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1444.50 FEET, A CENTRAL ANGLE OF 32°55'29" AND AN ARC LENGTH OF 830.07 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 335,165 SQUARE FEET, OR 7.694 ACRES, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON

DR: J. ANTON

DATE: 06/14/2021

DS: T. GIRARD

SHEET 1 OF 5

P.M. K. ROHRBOUGH



CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT**PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO****DAWSON RIDGE BLVD. SLOPE EASEMENT EAST CONTINUED
PARCEL B**

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33, A DISTANCE OF 209.28 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING;

THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 19.11 FEET TO A POINT OF NON-TANGENT CURVATURE AND A POINT ON THE EAST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;

THENCE ALONG SAID EAST LINE, THE FOLLOWING FOUR (4) COURSES:

- 1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE OF 30°22'28" AND AN ARC LENGTH OF 957.15 FEET, THE CHORD OF WHICH BEARS N 06°33'51" W, A DISTANCE OF 945.99 FEET;**
- 2. N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;**
- 3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1894.50 FEET, A CENTRAL ANGLE OF 45°56'00" AND AN ARC LENGTH OF 1358.46 FEET;**
- 4. N 24°10'55" E, A DISTANCE OF 1492.53 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;**

THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET;

THENCE S 24°10'55" W, A DISTANCE OF 1537.01 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1594.50 FEET, A CENTRAL ANGLE OF 45°56'00" AND AN ARC LENGTH OF 1278.29 FEET;

THENCE S 21°45'05" E, A DISTANCE OF 77.31 FEET TO A POINT ON THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004131453, SAID DOUGLAS COUNTY RECORDS;

THENCE ALONG THE WEST AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES:

- 1. S 00°19'26" W, A DISTANCE OF 227.14 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;**
- 2. S 89°29'06" E, A DISTANCE OF 91.70 FEET;**

THENCE S 21°45'05" E, A DISTANCE OF 96.93 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE OF 19°04'04" AND AN ARC LENGTH OF 633.98 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;

THENCE S 15°19'54" W, ALONG SAID WEST LINE, A DISTANCE OF 373.32 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33 AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 395,142 SQUARE FEET OR 9.071 ACRES, MORE OR LESS.

**THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.**



**NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION**

PROJECT: 20-224 DAWSON

DR: J. ANTON

DATE: 06/14/2021

DS: T. GIRARD

SHEET 2 OF 5

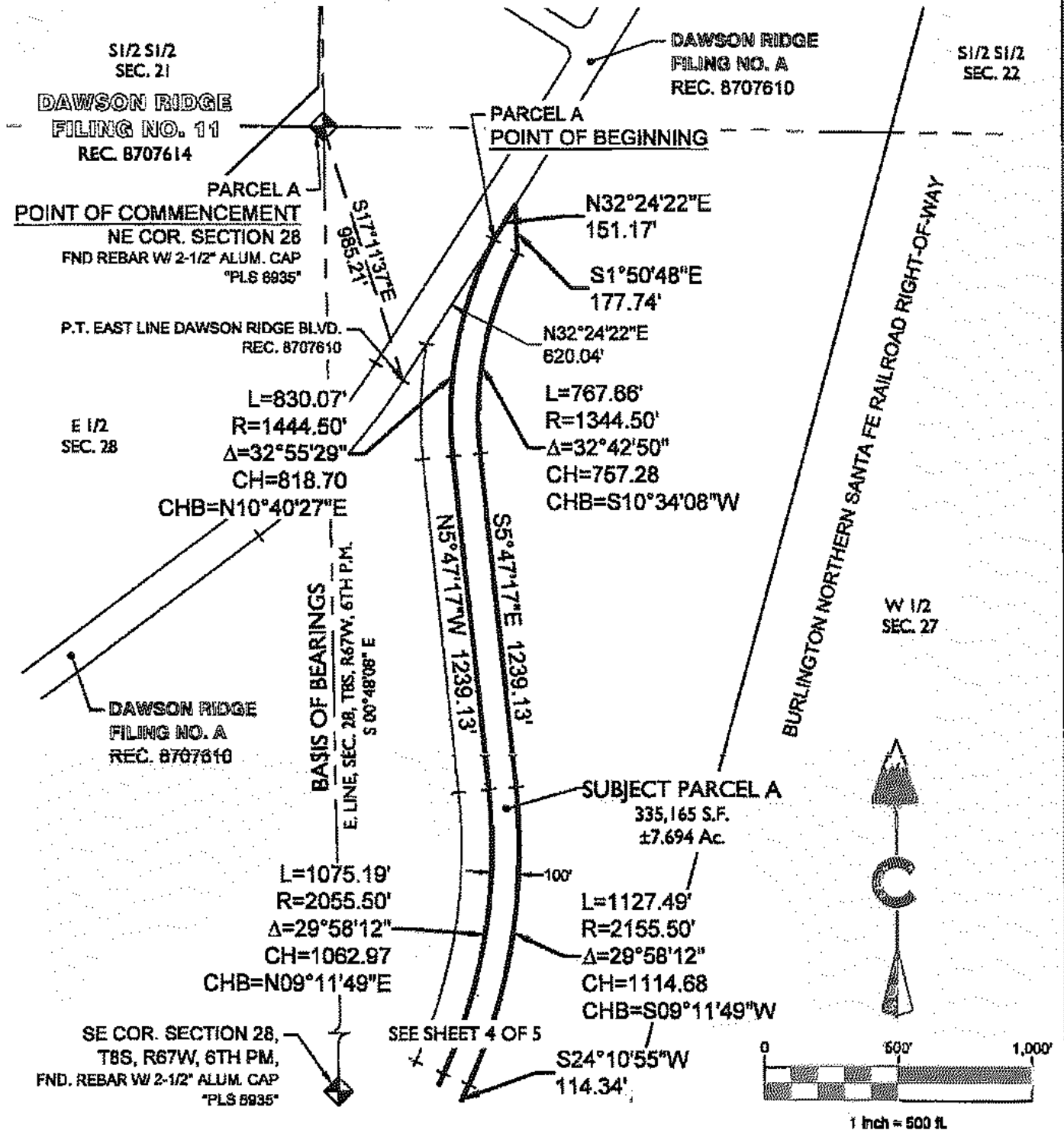
P.M. K. ROHRBOUGH

CORE

**CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM**

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON
DATE: 03/02/2021
SHEET 3 OF 5

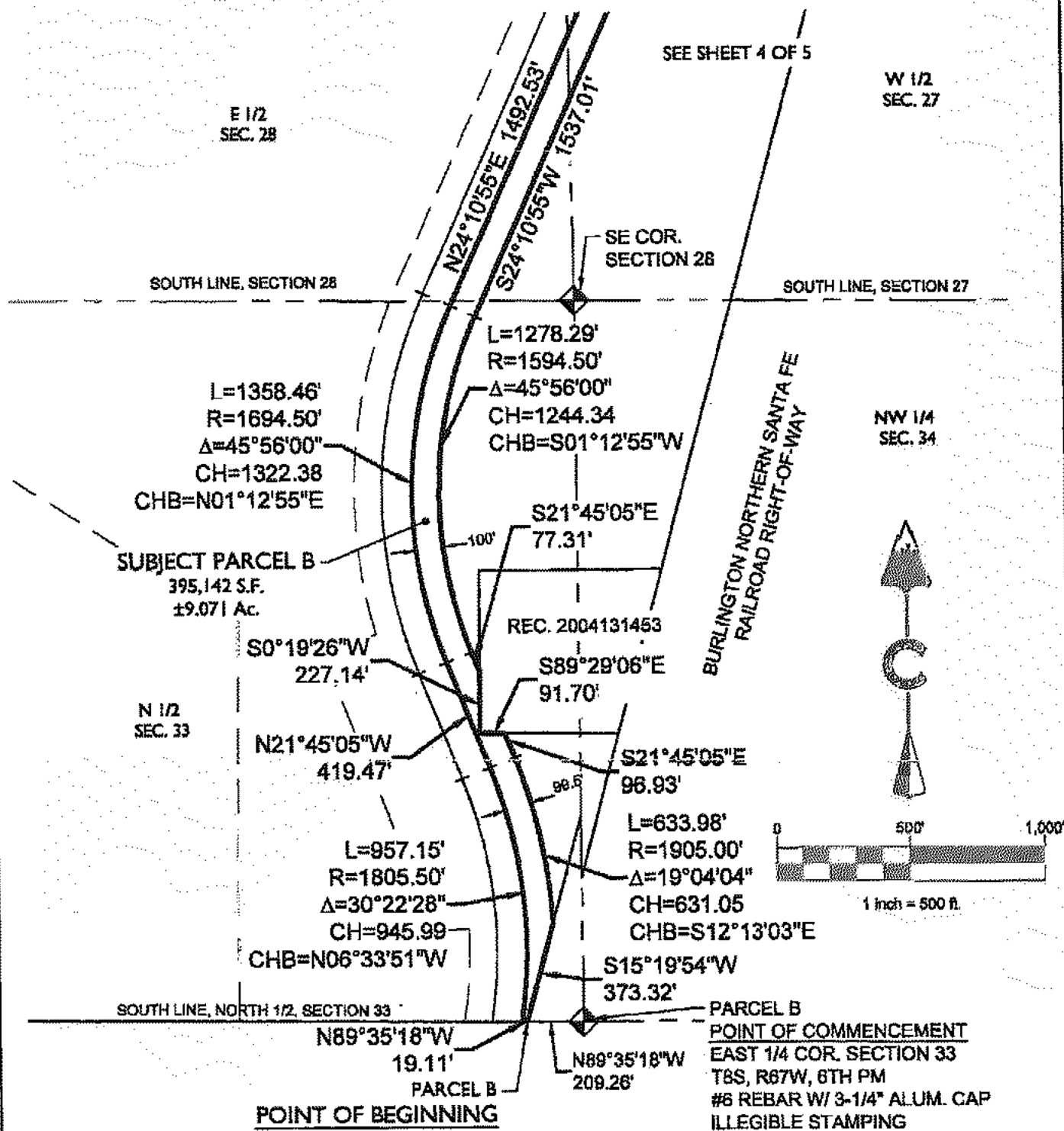
DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 5 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
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EXHIBIT

PART OF SECTIONS 27 & 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD SLOPE EASEMENT

A PARCEL OF LAND BEING A PORTION OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 8835" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 01°10'50" E, A DISTANCE OF 1346.17 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING A POINT ON THE WEST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY AND THE POINT OF BEGINNING;

THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET;

THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID SPECIAL WARRANTY DEED;

THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET TO A POINT ON THE WEST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;

THENCE S 24°10'55" W, ALONG SAID WEST LINE, A DISTANCE OF 337.91 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 33,792 SQUARE FEET OR 0.776 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



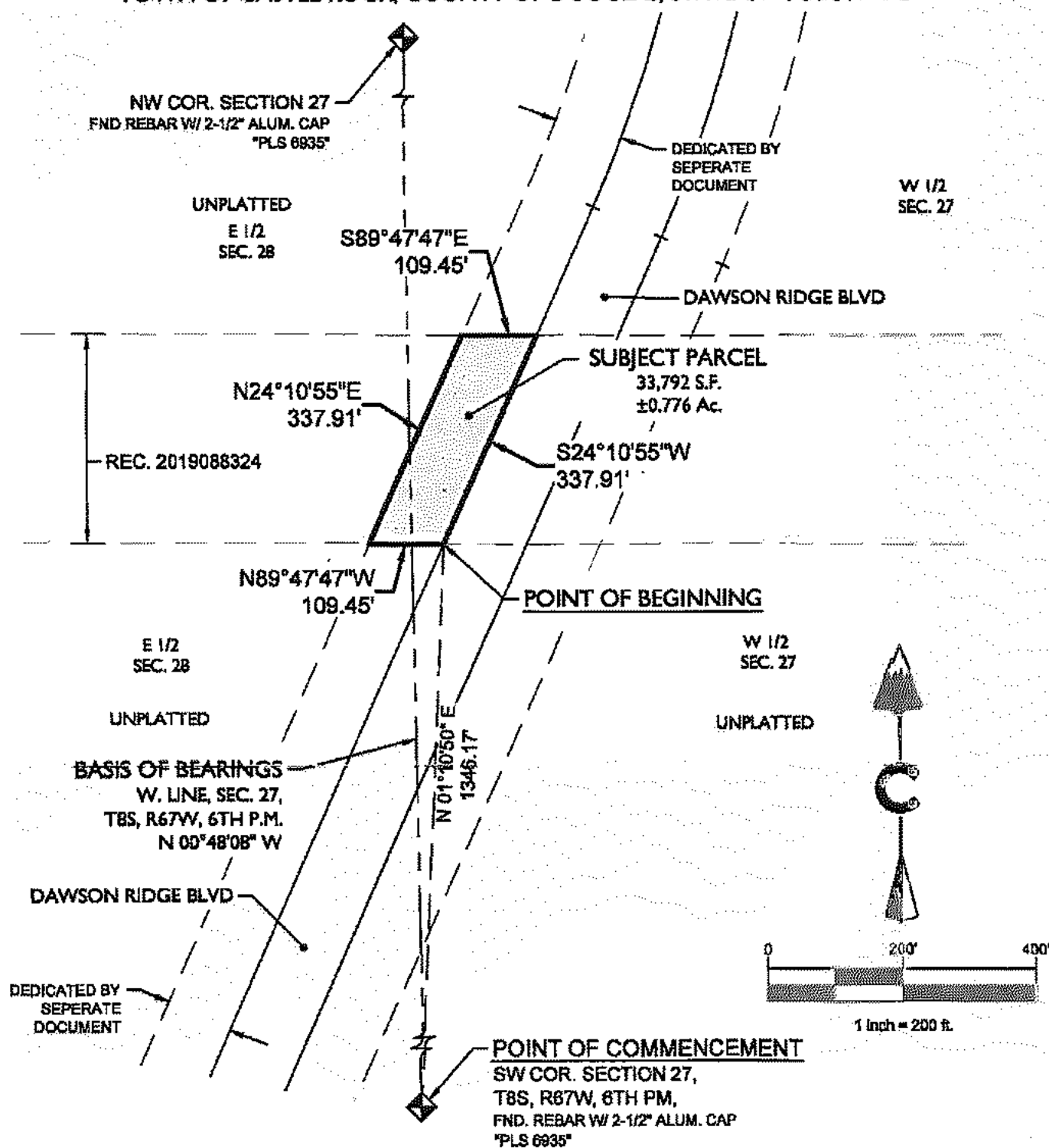
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
DATE: 06/14/2021 DS: T. GIRARD
SHEET 1 OF 2 P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
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EXHIBIT

**PART OF SECTIONS 27 & 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO**



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 2 OF 2

DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
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EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY EAST SLOPE EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 06°19'43" E, A DISTANCE OF 1353.70 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID DEED;

THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET;

THENCE S 24°10'55" W, A DISTANCE OF 337.91 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED;

THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 33,792 SQUARE FEET OR 0.776 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON
DATE: 08/11/2021
SHEET 1 OF 2

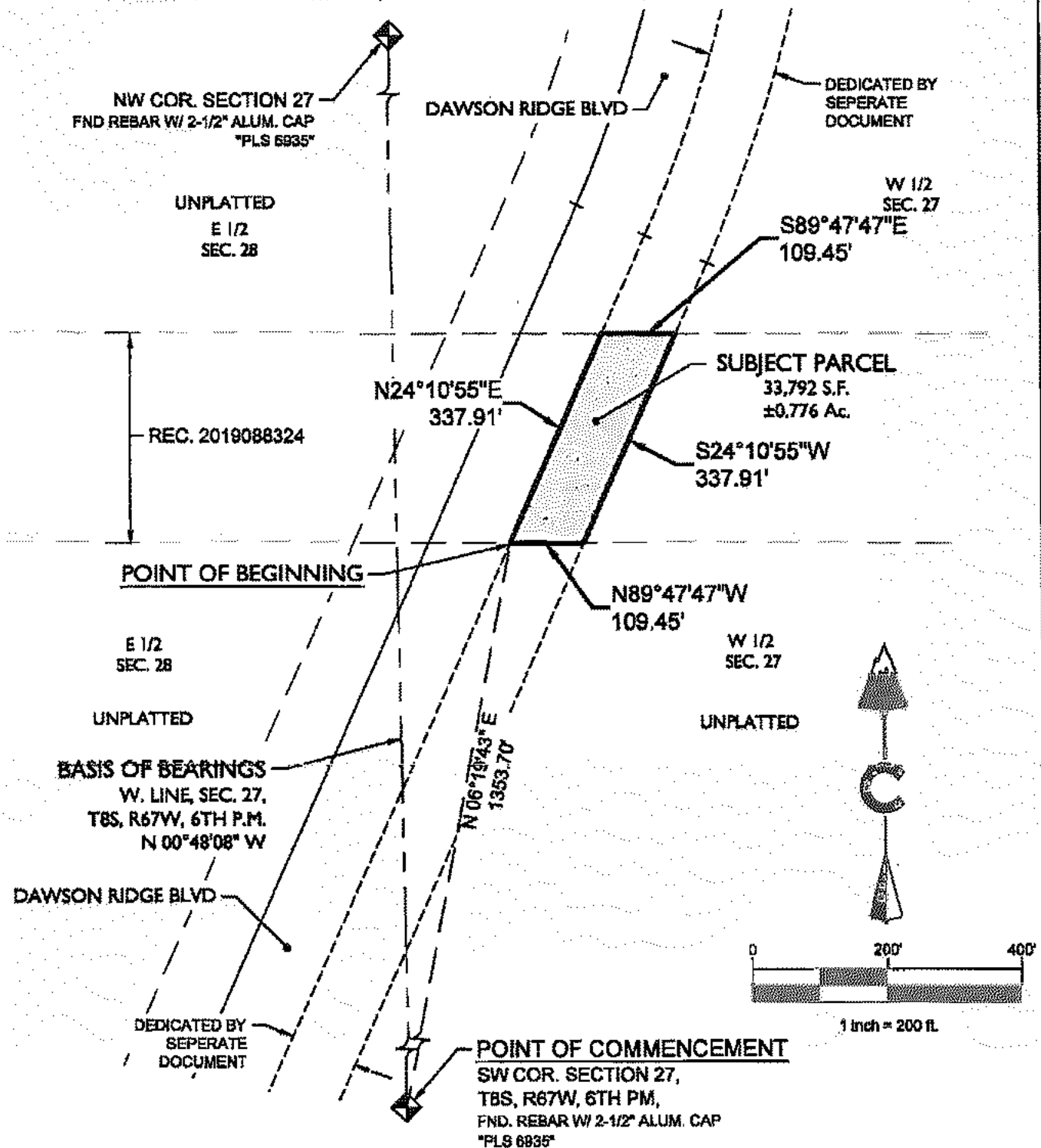
DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT

**PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO**



**NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION**

PROJECT: 20-224 DAWSON
DATE: 06/11/2021
SHEET 2 OF 2

DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
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EXHIBIT**PART OF SECTIONS 27 & 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO**

A PARCEL OF LAND BEING A PORTION OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27 AND THE SOUTH HALF OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°26'45" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 22, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21/22, BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE N 37°37'36" E, A DISTANCE OF 2603.53 FEET TO THE NORTHWEST CORNER OF SAID DAWSON RIDGE BOULEVARD, ALSO BEING A POINT ON THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING.
THENCE ALONG THE NORTH AND EAST LINES OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, THE FOLLOWING NINE (9) COURSES:

1. N 89°40'41" E, A DISTANCE OF 212.00 FEET;
2. S 00°19'19" E, A DISTANCE OF 36.27 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 75°31'21" AND AN ARC LENGTH OF 52.72 FEET, THE CHORD OF WHICH BEARS S 37°26'22" W, A DISTANCE OF 48.99 FEET;
4. S 00°19'19" E, A DISTANCE OF 79.43 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1882.00 FEET, A CENTRAL ANGLE OF 14°04'37" AND AN ARC LENGTH OF 462.39 FEET TO A POINT OF COMPOUND CURVATURE;
6. ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 16°41'34" AND AN ARC LENGTH OF 116.54 FEET TO A POINT OF REVERSE CURVATURE;
7. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 10°51'25" AND AN ARC LENGTH OF 75.80 FEET TO A POINT OF REVERSE CURVATURE;
8. ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1860.00 FEET, A CENTRAL ANGLE OF 12°48'55" AND AN ARC LENGTH OF 416.02 FEET;
9. S 32°24'22" W, A DISTANCE OF 2021.66 FEET;

THENCE N 79°58'06" W, A DISTANCE OF 3.79 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 22°16'58" AND AN ARC LENGTH OF 606.70 FEET, THE CHORD OF WHICH BEARS N 21°15'53" E, A DISTANCE OF 602.88 FEET TO A POINT ON THE WEST LINE OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: J. ANTON
DATE: 05/28/2021 DS: T. GIRARD
SHEET 1 OF 5 P.M. K. ROHRBOUGH



CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT

PART OF SECTIONS 27 & 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

THENCE N 32°24'22" E, ALONG SAID WEST LINE, A DISTANCE OF 579.18 FEET TO THE SOUTH LINE OF THE
GAMBEL RIDGE DRIVE NORTH RIGHT-OF-WAY;

THENCE N 28°28'24" E, A DISTANCE OF 160.38 FEET TO THE NORTH LINE OF THE GAMBEL RIDGE DRIVE NORTH
RIGHT-OF-WAY;

THENCE ALONG THE WEST LINE OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, THE FOLLOWING SIX
(6) COURSES:

1. N 32°24'22" E, A DISTANCE OF 892.40 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 321.00 FEET, A CENTRAL ANGLE OF
09°15'17" AND AN ARC LENGTH OF 51.85 FEET TO A POINT OF REVERSE CURVATURE;
3. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 279.00 FEET, A CENTRAL
ANGLE OF 13°02'30" AND AN ARC LENGTH OF 63.51 FEET TO A POINT OF COMPOUND CURVATURE;
4. ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1740.00 FEET, A CENTRAL
ANGLE OF 28°56'28" AND AN ARC LENGTH OF 878.90 FEET;
5. N 00°19'18" W, A DISTANCE OF 114.43 FEET TO A POINT OF CURVATURE;
6. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF
90°00'00" AND AN ARC LENGTH OF 82.83 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 388,860 SQUARE FEET OR 8.922 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: J. ANTON
DATE: 05/28/2021 DS: T. GIRARD
SHEET 2 OF 5 P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
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**TWIN OAKS
AMENDED**

REC. 248925

N89°40'41"E
212.00'

-S0°19'19"E-
-36.27' -

TERRITORIAL RD.

POINT OF BEGINNING

NO°19'19"W
114.43'

UNPLATTED

NORTH LINE,
1/2 S 1/2 SEC. 22

S 1/16 COR. SECTIONS 21/22
FND PIPE W/ 2" ALUM. CAP
STAMPED "PLS 6935"

- DAWSON RIDGE
FILING NO. A
REC. 8707610

UNPLATTED

SUBJECT PARCEL
388,660 S.F.
±8.922 Ac.

BASIS OF BEARINGS

N0°26'45"W 1331.95' /
WEST LINE S1/2 S1/2 SECTION 22

GAMBEL RIDGE DR. NORTH

N28°28'24"E
160.38'

N32°24'22"E 692.40'
RIDGE BLVD

DAWSON RIDGE
FLING NO. A
REC. 8707610

SOUTH 1/2
SOUTH 1/2
SEC. 22

N37°37'36"E 2603.53'
POINT C

POINT OF COMMENCEMENT
SW COR. SECTION 22
FND REBAR W/ 2-1/2" ALUM. CAP
STAMPED "PLS 8935"

N32°24'22"E
579.18'

SS2°24'22"W 2021.66'

UNPLATTED

NORTH LINE, WEST 1/2 SECTION 27
WEST 1/2 SEC. 27

SEE SHEET 4 OF 5

PARCEL CONTAINS 388,660 S.F. OR 8.922 Ac. MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 20-224 DAWSON

DATE: 05/28/2021

SHEET 3 OF 5

DR: J. ANTON

DS: T. GIRARD

P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
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EXHIBIT

**PART OF SECTIONS 27 & 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO**

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	52.72'	40.00'	75°31'21"	S37°26'22"W	48.99'
C2	462.39'	1882.00'	14°04'37"	S6°43'00"W	461.23'
C3	116.54'	400.00'	16°41'34"	S22°08'05"W	116.13'
C4	75.80'	400.00'	10°51'25"	S25°01'10"W	75.68'
C5	416.02'	1860.00'	12°48'55"	S25°59'55"W	415.16'
C6	606.70'	1560.00'	22°16'58"	N21°15'53"E	602.88'
C7	51.85'	321.00'	9°15'17"	N37°02'00"E	51.79'
C8	63.51'	279.00'	13°02'30"	N35°08'24"E	63.37'
C9	878.90'	1740.00'	28°56'28"	N14°08'55"E	869.59'
C10	62.83'	40.00'	90°00'00"	N45°19'19"W	56.57'

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON

DATE: 05/28/2021

SHEET 5 OF 5

DR: J. ANTON

DS: T. GIRARD

P.M. K. ROHRBOUGH



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Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/21/2024

Item #: 16. File #: RES 2024-052

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager
Dan Sailer, Public Works Director

From: Aaron Monks, Project Manager

Resolution Approving an Intergovernmental Agreement Between the Town of Castle Rock and Dawson Trails Metropolitan District No. 1 Regarding Management of the Dawson Trails Boulevard Project [West Frontage Road]

Executive Summary

Staff is seeking Town Council approval of a Resolution approving a Management Agreement between the Town of Castle Rock and the Dawson Trails Metropolitan District No. 1 to manage the construction of Dawson Trails Blvd (relocated West Frontage Road).

The Town is currently working to construct the Crystal Valley Interchange (CVI), the southernmost interchange within the Town. As part of the interchange project, the existing frontage road that traverses north-south along the west side of I - 25 will be abandoned from Yucca Hills Road south to Tomah Road. This is a result of CVI's south bound I-25 on/off ramps requiring to be constructed in the current location of the Frontage Road. Dawson Trails Blvd will serve as the new north-south connection in this area. The attached map (**Attachment A**) provides an overview. As part of CVI, the Town is obligated to construct a portion of Dawson Trails Blvd. south to the Town limits and tie into a Dawson Trails Blvd. section Douglas County is obligated to construct.

The Dawson Trails development will start constructing improvements along the future corridor of Dawson Trails Blvd. during the timeframe that Dawson Trails Blvd. construction will need to begin for CVI. With this construction occurring simultaneously it was recognized that efficiencies can be gained by having a coordinated effort to manage the adjacent projects and the Town project. The cost of this management agreement is 3.5% of the initial construction contract. The estimated construction cost is \$13,000,000, so the management fee is estimated to be \$455,000. Staff has allocated \$1,000,000 within the project budget for construction management.

Town staff will have oversight on the bidding process, which includes attending a pre-bid meeting and answering questions. Town staff will also have oversight in the selection of the contractor. Town staff will be able to provide feedback and make recommendation on the contractors that submitted bids. If Town staff is not agreeable with the price or contractor the project will be rebid with possible

revisions.

Construction of Dawson Trails Blvd. is anticipated to take place between May 2024 and June 2025.

History of Past Town Council, Boards & Commissions, or Other Discussions

This project has been presented in association with CVI in various forms within the last two Transportation Master Plans (TMP), which includes the 2017 TMP. The relocation was originally conceptualized as part of CVI in the late 1980's when the Dawson Ridge subdivisions were approved. Initial FHWA documents were completed in 2004 with the approval of an Environmental Assessment (EA) and the Finding of No Significant Impact (FONSI) recognized this project would be undertaken in association with CVI.

The design contract for Dawson Trails Blvd. with CORE Consultants was approved by Council in October of 2021. Town Council approved a construction contract for package 1 of CVI in June of 2023, and the Notice to Proceed was issued in February of 2024.

The proposed management agreement was presented to the Public Works Commission on April 1, 2024 to receive formal recommendation for Town Council approval. The Public Works Commission voted four (4) to two (2) to recommend Town Council approval. Commissioners Fletcher and Willie were the two dissenting votes. The Commissioners expressed concerns that Metropolitan Districts apply a property tax to pay debt and have a history of mismanaging those funds. There was a voiced opinion that the Town should develop stringent regulation related to Metropolitan Districts tax authority and management of the resident's funds. They did feel that this agreement makes sense to assist with saving public dollars.

Discussion

The Dawson Trails Blvd. construction is the next step in the process to allow the full operation of CVI. This project was not included in the construction of CVI to ensure the design and construction would utilize Town criteria, and not be subjected to higher prices associated with federal requirements. This allows the Town to coordinate with the adjacent development projects to gain efficiencies during construction.

In a continued effort to refine the coordination of the development and Town projects, staff has been working closely with the developer through the design of Dawson Trails Blvd. and the interchange. With the coordinating effort, it was recognized the development had major earthwork activities that would bring in excess of one million yards of material across the boulevard for their overlot grading needs. This was recognized as needing to be done prior to opening the interchange to lessen the impact to the traveling public at the time of the interchange opening.

The construction of Dawson Trails Blvd. will be managed by the Dawson Trails Metro District. With the Metro District managing multiple projects in the general vicinity, efficiencies are gained on their side. This also translates to efficiencies gained in the bidding of the boulevard project and the adjacent development projects.

Dawson Trails Metro District will acquire all permits needed to construct this project. This includes the construction permit issued by the Town's Development Services Department. Through the issuance of the construction permit the Development Services Inspection staff will provide quality control inspections for the project.

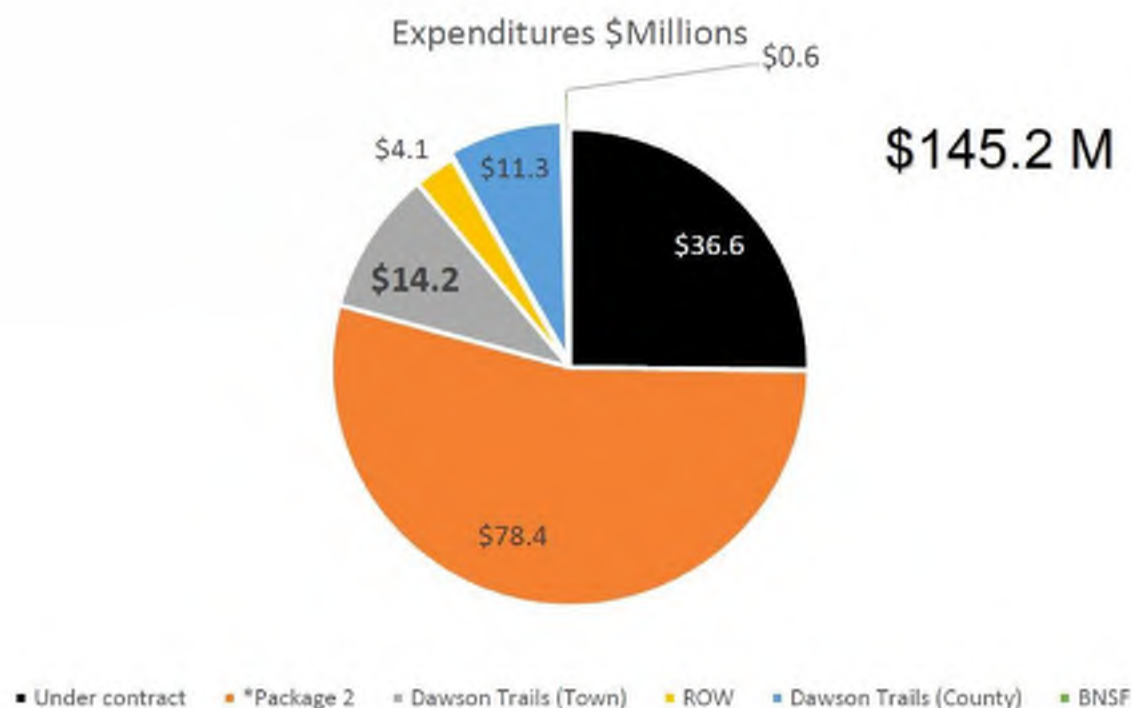
Additional effort may be required for pay item quantity tracking by the Development staff. Public Works and Development Services will develop a cost for this effort and submit a budget transfer request.

The agreement provides that the construction timeframe for Dawson Trails Blvd. will be between May 2024 and June of 2025. This falls within the timeframe that CVI will need to have this route open to complete aspects of the interchange. Douglas County is anticipating to bid and start construction of their portion of Dawson Trails Blvd. in the fall of 2024, and complete construction within the timeframe needed for the interchange.

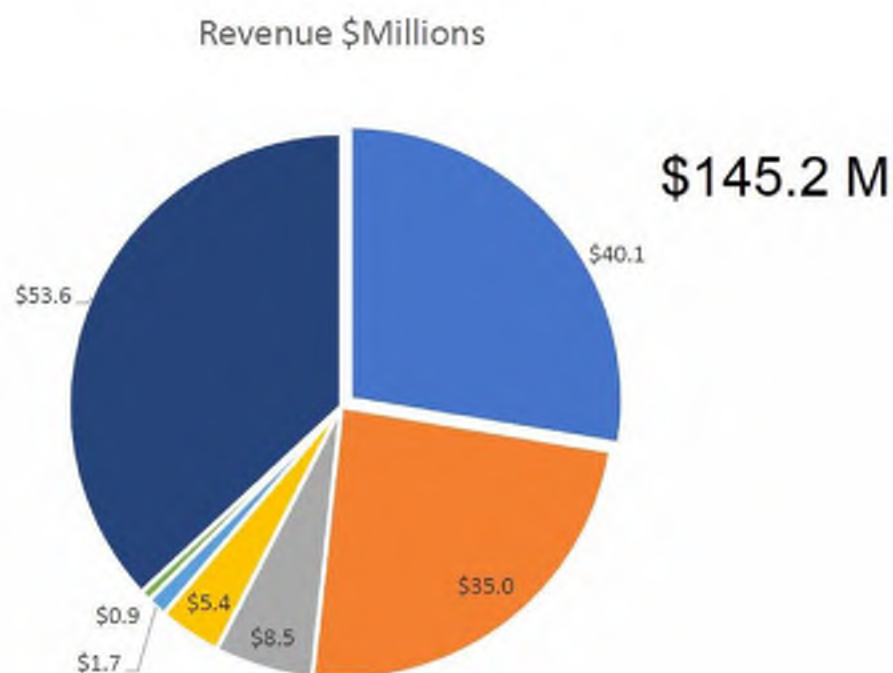
Budget Impact

The funds necessary for the construction management agreement have been budgeted in the CVI overall budget. Staff has budgeted \$1,000,000 for construction management of Dawson Trails Blvd. during initial estimating for the project. The construction of Dawson Trails Blvd. is estimated at \$13 million, so the 3.5% management fee would result in an estimated cost of \$455,000. This amount is accounted for as part of the entire \$14.2 Million remaining expenditure for constructing this segment that is shown in the chart on the next page. The Town will be invoiced by the Dawson Trails Metro District after Town staff has reviewed and agreed to the requested amount. The cost of the Town's construction permits and additional effort for quantity tracking is estimated at \$250,000. It is anticipated that savings of approximately \$300,000 will be realized by implementing this construction management plan. With the contractors being able to bid on adjacent projects, it is anticipated additional savings will be realized for construction cost. This proposed construction savings should result in continued savings in the construction management fee.

The below charts summarize the total project expenditures and revenue. The "Under contract" expenditures consist of Design Services initiated in 2021, acquisition of Right- of-Way, Construction Management Services and Intergovernmental Agreements with CDOT. The County's revenue number includes services in kind (construction of Dawson Trails Blvd within the County).



*Includes \$1,344,000 associated with BNSF Railroad Flagging



■ Town ■ County ■ DRCOG ■ BUILD ■ IREA ■ BNSF ■ Developer

Staff Recommendation

Staff recommends Town Council approve the resolution as introduced by title. The Public Works Commission also formally recommends Town Council approval.

Proposed Motion

"I move that Town Council approve the Resolution as Introduced by title."

Alternate Motions

"I move to approve the resolution as introduced by title with the following changes ____"

"I move to continue this item to a future Town Council meeting date"

Attachments

Resolution

Contract

Attachment A: Map

