

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of August, 2015, by and between **CASTLE PINES HOMES ASSOCIATION, INC.**, a Colorado non-profit corporation, whose address is 688 West Happy Canyon Road, Castle Rock, Colorado 80108 (hereinafter "CPHA"), and the **TOWN OF CASTLE ROCK**, a municipal corporation, whose address is 100 North Wilcox Street, Castle Rock, Colorado 80104 (hereinafter the "Town"). CPHA and the Town, and their respective successors and assigns, may be referred to collectively herein as the "Parties," and individually as "Party."

Recitals

WHEREAS, the Town is constructing an extension of North Meadows Drive along an alignment adjacent to the Castle Pines Village Subdivision to provide a better connection between the Meadows Subdivision and US Highway 85 (US 85) and Interstate 25 (I-25) through a project known as the North Meadows Drive Extension Project (the "Project"). In connection with the Project, the Town initiated negotiations to acquire certain right-of-way interests, permanent easements and temporary construction easements in parcels of real property from CPHA, that is primarily located adjacent to US 85, as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein (the "Property"). The Property is needed to accommodate the construction of the Project.

WHEREAS, the Town and CPHA entered into that certain Agreement for Possession and Use of Real Property dated August 15, 2014 (hereinafter the "APU"), which was recorded in the Douglas County real property records on August 28, 2014 at Reception No. 2014048801. The APU provided possession of the Property to the Town to facilitate timely construction of the Project and to afford the Town and CPHA an opportunity to negotiate acceptable terms for conveyance of the Property to the Town.

WHEREAS, by that certain First Amendment to the Agreement for Possession and Use of Real Property ("First Amendment"), the Town and CPHA extended the deadline to July 11, 2015 for the parties to negotiate acceptable terms for conveyance of the Property to the Town.

WHEREAS, the Town owns a 13.5 acre parcel of undeveloped land located in the northeast corner of the CP Commercial PD immediately south of the Castle Pines Village Community (the "Parcel").

WHEREAS, CPHA seeks to limit certain development on the Parcel and to acquire certain emergency access for its constituents and drainage rights for the Castle Pines Metro District across the Parcel and to have the Douglas County (the "County") commit certain funds to create visual screening to address county resident concerns along the perimeter of the Parcel near the Project. The agreements between Douglas County and CPHA are set forth in a separate written agreement by and between those two parties.

Agreement

NOW, THEREFORE, for and in consideration of the promises and agreement herein contained, CPHA and the Town agree as follows:

1. Conservation Easement. Subject to Town Council approval, the Town will convey to the County a conservation easement on the terms set forth in the Deed of Conservation Easement (a copy of which is attached hereto as Exhibit 1) over certain specifically identified portions of the Parcel to preserve and protect certain specifically defined conservation uses. Additionally, as more specifically set forth in the Deed of Conservation Easement, the Town will convey to CPHA a permanent easement to permit the construction and maintenance by CPHA of a gated emergency egress access road and recreational trail over designated portions of the Parcel (the "CPHA Easement"), all as set forth in the CPHA Easement Agreement attached to the Deed of Conservation Easement. Further, as more specifically set forth in the Deed of Conservation Easement, the Town will set aside a permanent slope and drainage easement in favor of the Castle Pines Metro District ("CPMD") for construction and maintenance by CPMD of storm drainage improvements in the northeast corner of the Parcel (the "CPMD Permanent Slope and Drainage Easement"), all as set forth in the CPMD Easement Agreement attached to the Deed of Conservation Easement.

2. Conveyance of the Property. In consideration for the agreements and conveyances set forth herein, and payment of ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED DOLLARS (\$111,400.00) to be paid by the Town to CPHA at Closing, CPHA will convey the Property to the Town pursuant to the Warranty Deed for the right of way conveyance in fee (a copy of which is attached hereto as Exhibit 2), the NME Slope Easement (a copy of which is attached hereto as Exhibit 3), the NME Drainage Easement (a copy of which is attached hereto as Exhibit 4) and the NME Temporary Construction Easement (a copy of which is attached hereto as Exhibit 5). CPHA hereby acknowledges and agrees that the consideration provided under this Agreement and with the County constitute full, fair and final just compensation for the interests being acquired by the Town. CPHA waives any claim to further compensation, including costs or attorneys' fees related hereto.

3. Closing. The closing will take place on or before _____, 2015, at a time and location to be mutually agreed upon by the Parties. All documents as set forth herein will be duly executed at or before the Closing and delivered at the Closing.

4. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Colorado.

5. Severability. In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

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

7. Amendment. Any amendment shall be in writing and signed by both Parties.

8. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

9. Recitals. All recitals are hereby incorporated into the Agreement.

10. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

11. Successors and Assigns. This Agreement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto and shall run with the land.

12. Other Conditions. CPHA agrees to indemnify and hold harmless the Town from all claims and liability related to the presence, disposal, release or clean-up of any contaminants located on or attributable to activities occurring on the Property prior to the execution of the PUA on August 15, 2014.

IN WITNESS WHEREOF, the Parties have executed this Easement on the date set forth above.

CPHA:

**CASTLE PINES HOMES ASSOCIATION, INC.,
a Colorado non-profit corporation**

Signed:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ as _____ and attested by _____ as _____ of Castle Pines Homes Association, Inc., a Colorado non-profit corporation.

S E A L

Witness my hand and official seal

Notary Public

My commission expires: _____

TOWN:

ATTEST:

TOWN OF CASTLE ROCK

Sally Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Sally Misare as Town Clerk and Paul Donahue as Mayor of the Town of Castle Rock.

Witness my hand and official seal

S E A L

Notary Public

My commission expires: _____

EXHIBIT "A"

PROJECT NUMBER: 2010-03

PARCEL NUMBER: RW-206

PROJECT CODE: North Meadows Drive Phase II

DATE: July 10, 2013

DESCRIPTION

A tract or parcel of land No. RW-206 of the Department of Transportation, State of Colorado Project No. 2010-03 containing 8,946 sq. ft. (0.205 acres), more or less, in the south half of Section 21, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Tract D of Castle Pines Village Filing No. 32-H as recorded at Reception No. 2002008133 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

Commencing at the E 1/16 corner of Section 28 and Section 21, thence N. 89°48'05" W., a distance of 794.46 feet along the South line of said Section 21, thence N. 00°11'55" E., a distance of 687.22 feet more or less, to the southeast corner of said Tract D, said point also being the TRUE POINT OF BEGINNING, whence said E 1/16 corner bears S. 48°56'29" E., a distance of 1,050.44 feet;

1. Thence along the southerly line of said tract, N. 65°16'26" W., a distance of 595.94 feet to the southwest corner of said tract;
2. Thence along the westerly line of said tract, N. 24°45'23" E., a distance of 15.00 feet;
3. Thence departing said westerly line, S. 65°16'26" E., a distance of 596.89 feet to the easterly line of said tract;
4. Thence along said easterly line, S. 28°21'44" W., a distance of 15.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 8,946 sq. ft. (0.205 acres), more or less.

The purpose of the above described parcel is for the construction and maintenance of the slope.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chtr R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT "A"
PROJECT NUMBER: 2010-03
PARCEL NUMBER: RW-208 REV
PROJECT CODE: North Meadows Drive Phase II
DATE: December 29, 2013
DESCRIPTION

A tract or parcel of land No. RW-208 REV of the Department of Transportation, State of Colorado Project No. 2010-03 containing 22,336 sq. ft. (0.513 acres), more or less, in the SE quarter of Section 21, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Tract L of Castle Pines Village Filing No. 32-J Amendment 1 as recorded at Reception No. 2004101128 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

Commencing at the E 1/16 corner of Section 28 and Section 21, thence S. 89°48'05" E., a distance of 87.41 feet along the South line of said Section 21, thence N. 00°11'55" E., a distance of 284.04 feet more or less, to the southeasterly corner of said Tract L, said point also being the TRUE POINT OF BEGINNING, whence said E 1/16 corner bears S. 17°18'12" W., a distance of 297.18 feet;

1. Thence along the southerly line of said Tract L, N. 65°13'56" W., a distance of 969.66 feet to the westerly line of said Tract L;
2. Thence along said westerly line, N. 28°21'44" E., a distance of 15.03 feet;
3. Thence departing said westerly line, S. 65°13'56" E., a distance of 371.27 feet;
4. Thence S. 67°51'17" E., a distance of 518.22 feet to a point on the northeasterly line of said Tract L;
5. Thence along said northeasterly line, S. 61°33'33" E., a distance of 67.28 feet;
6. Thence continuing along said northeasterly line, S. 43°02'04" E., a distance of 13.67 feet;
7. Thence continuing along said northeasterly line, S. 24°49'56" W., a distance of 29.24 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 22,336 sq. ft. (0.513 acres), more or less.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chtr R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT "A"

PROJECT NUMBER: 2010-03
PARCEL NUMBER: RW-213 REV
PROJECT CODE: North Meadows Drive Phase II
DATE: December 29, 2013
DESCRIPTION

A tract or parcel of land No. RW-213 REV of the Department of Transportation, State of Colorado Project No. 2010-03 containing 69,047 sq. ft. (1.585 acres), more or less, in the SE quarter of Section 21 and the SW quarter of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Tract F of Castle Pines Village Filing No. 32-J Amendment 1 as recorded at Reception No. 2004101128 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

Commencing at the E 1/16 corner of Section 28 and Section 21, thence S. $89^{\circ}48'05''$ E., a distance of 166.02 feet along the South line of said Section 21, thence N. $00^{\circ}11'55''$ E., a distance of 247.44 feet more or less, to a westerly corner of said Tract F, said point also being the TRUE POINT OF BEGINNING, whence said E 1/16 corner bears S. $34^{\circ}03'32''$ W., a distance of 297.97 feet;

1. Thence along the northwesterly line of said Tract F, N. $36^{\circ}22'45''$ E., a distance of 29.07 feet to a northerly point on said Tract F;
 2. Thence along said northerly line of said Tract F, S. $75^{\circ}05'42''$ E., a distance of 120.13 feet;
 3. Thence departing said northerly line S. $64^{\circ}50'24''$ E., a distance of 524.08 feet;
 4. Thence N. $51^{\circ}55'42''$ E., a distance of 43.89 feet;
 5. Thence N. $27^{\circ}56'13''$ E., a distance of 52.85 feet;
 6. Thence N. $57^{\circ}53'42''$ E., a distance of 26.38 feet;
 7. Thence N. $36^{\circ}32'40''$ E., a distance of 485.73 feet;
 8. Thence N. $32^{\circ}16'12''$ E., a distance of 293.67 feet;
 9. Thence on the arc of a curve to the right, a radius of 324.50 feet, a central angle of $18^{\circ}04'37''$, a distance of 102.38 feet, (a chord bearing N. $41^{\circ}18'31''$ E., a distance of 101.96 feet);
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10. Thence N. $50^{\circ}20'50''$ E., a distance of 313.27 feet;
11. Thence N. $39^{\circ}39'10''$ W., a distance of 8.00 feet;
12. Thence N. $50^{\circ}20'50''$ E., a distance of 96.81 feet;
13. Thence on the arc of a curve to the right, a radius of 646.50 feet, a central angle of $06^{\circ}40'10''$, a distance of 75.25 feet, (a chord bearing N. $53^{\circ}40'55''$ E., a distance of 75.21 feet);
14. Thence S. $32^{\circ}59'01''$ E., a distance of 8.00 feet;
15. Thence on the arc of a curve to the right, a radius of 645.50 feet, a central angle of $05^{\circ}26'10''$, a distance of 61.24 feet, (a chord bearing N. $59^{\circ}44'04''$ E., a distance of 61.22 feet) to a point on the southeasterly line of said Tract F;
16. Thence along said southeasterly line, S. $50^{\circ}26'53''$ W., a distance of 84.24 feet to a point on the northwesterly right-of-way line of Castlegate Drive North;
17. Thence along said northwesterly right-of-way line and continuing along said southeasterly line, S. $50^{\circ}18'27''$ W., a distance of 510.00 feet to a southerly corner of said Tract F;
18. Thence continuing along said northwesterly right-of-way line and continuing along said southeasterly line, S. $32^{\circ}17'59''$ W., a distance of 922.28 feet to a southerly corner of said Tract F, said point also being on the south line of said Section 21;
19. Thence departing said northwesterly right-of-way line, and along a south line of said Tract F and along the south line of said Section 21, N. $89^{\circ}48'05''$ W., a distance of 176.75 feet to a southerly corner of said Tract F;
20. Thence departing said south line of Section 21, and continuing along the southerly line of said Tract F, N. $62^{\circ}49'40''$ W., a distance of 156.87 feet;
21. Thence continuing along said southerly line, on the arc of a curve to the left, a radius of 17,088.80 feet, a central angle of $01^{\circ}21'35''$, a distance of 405.56 feet, (a chord bearing N. $64^{\circ}02'12''$ W., a distance of 405.55 feet), more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 69,047 sq. ft. (1.585 acres), more or less.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chr. R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT "A"

PROJECT NUMBER: 2010-03

PARCEL NUMBER: RW-224

PROJECT CODE: North Meadows Drive Phase II

DATE: July 9, 2013

DESCRIPTION

A tract or parcel of land No. RW-224 of the Town of Castle Rock, State of Colorado Project No. 2010-03 containing 11,080 sq. ft. (0.254 acres), more or less, in the SW quarter of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Tract A, Castle Pines Village 19B as recorded at Reception No. 199713794 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

Commencing at the Section corner common to Sections 21, 22, 27 and 28, thence S. 89°35'16" E., a distance of 2,366.09 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,993.21 feet more or less, to a point on the southwesterly line of said Tract A, said point also being the TRUE POINT OF BEGINNING, whence said Section corner bears S. 50°18'05" W., a distance of 3,093.75 feet;

1. Thence departing said southwesterly line, N. 42°00'12" W., a distance of 52.02 feet;
2. Thence N. 27°40'41" W., a distance of 88.30 feet;
3. Thence N. 61°50'48" E., a distance of 86.11 feet to a point on the easterly line of said Tract A, said point also being on the existing westerly right-of-way line of Interstate 25;
4. Thence along said easterly line of Tract A and said westerly right-of-way line, S. 28°09'12" E., a distance of 121.54 feet to the southeasterly corner of Tract A;
5. Thence along the southeasterly line of said Tract A and continuing along said westerly right-of-way line, S. 47°59'58" W., a distance of 26.76 feet;
6. Thence continuing along said southeasterly line and departing said existing westerly right-of-way line, S. 49°12'01" W., a distance of 49.61 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 11,080 sq. ft. (0.254 acres), more or less.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chtr R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT "A"

PROJECT NUMBER: 2010-03

PARCEL NUMBER: RW-229

PROJECT CODE: North Meadows Drive Phase II

DATE: July 9, 2013

DESCRIPTION

A tract or parcel of land No. RW-229 of the Department of Transportation, State of Colorado Project No. 2010-03 containing 1,115 sq. ft. (0.026 acres), more or less, in the SW 1/4 of Section 21, Township 7 South, Range 67 West, of the 6th Principal Meridian, Douglas County, Colorado, said parcel also being a portion of the 15' Slope Easement for future Highway 85 widening, and a portion of Tract B-2, Castle Pines Village Filing No. 32-B, recorded at Reception No. 200056834, in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

Commencing at the E 1/16 corner of Section 28 and Section 21, thence along the South line of said Section 21, N. 89°48'05" W., a distance of 1,331.40 feet to the S 1/4 corner of said Section 21, thence continuing along the South line of said Section 21, N. 89°49'11" W., a distance of 314.10 feet, thence N. 00°10'49" E., a distance of 1,092.30 feet more or less to a point on a southeasterly line of said Tract B-2 and the TRUE POINT OF BEGINNING, whence said E 1/16 corner bears S. 56°13'58" E., a distance of 1,975.28 feet;

1. Thence S. 54°17'23" W., a distance of 17.25 feet;
2. Thence N. 65°16'26" W., a distance of 70.09 feet;
3. Thence N. 24°43'34" E., a distance of 15.00 feet;
4. Thence S. 65°16'26" E., a distance of 78.60 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 1,115 sq. ft. (0.026 acres), more or less.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chtr R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT "A"

PROJECT NUMBER: 2010-03

PARCEL NUMBER: RW-231

PROJECT CODE: North Meadows Drive Phase II

DATE: July 9, 2013

DESCRIPTION

A tract or parcel of land No. RW-231 of the Department of Transportation, State of Colorado Project No. 2010-03 containing 4,379 sq. ft. (0.101 acres), more or less, in the S 1/2 of Section 21, Township 7 South, Range 67 West, of the 6th Principal Meridian, Douglas County, Colorado, said parcel also being a portion of the 15' Slope Easement for future Highway 85 widening, and a portion of Tract B-11, Castle Pines Village Filing No. 32-B, recorded at Reception No. 200056834, in the Douglas County Clerk and Recorder's office, being more particularly described as follows:

Commencing at the E 1/16 corner of Section 28 and Section 21, thence along the South line of said Section 21, N. 89°48'05" W., a distance of 1,331.40 feet to the S 1/4 corner of said Section 21, thence continuing along the South line of said Section 21, N. 89°49'11" W., a distance of 257.57 feet, thence N. 00°10'49" E., a distance of 1,066.48 feet more or less to a point on a northwesterly line of said Tract B-11 and the TRUE POINT OF BEGINNING, whence said E 1/16 corner bears S. 55°56'26" E., a distance of 1,913.93 feet;

1. Thence S. 65°16'26" E., a distance of 284.61 feet;
2. Thence S. 24°45'23" W., a distance of 15.00 feet;
3. Thence N. 65°16'26" W., a distance of 299.25 feet;
4. Thence N. 69°03'38" E., a distance of 20.97 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 4,379 sq. ft. (0.101 acres), more or less.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chn R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT A

PROJECT NUMBER: 2010-03

PARCEL NUMBER: A-224

PROJECT CODE: North Meadows Drive Phase II

DATE: July 9, 2013

ACCESS DESCRIPTION

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS OF THE GRANTOR to and from any part of the right-of-way of Colorado State Highway No. I-25, a freeway established according to the laws of the State of Colorado, and from and to any part of the real property of the Grantor in the SW 1/4 of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado abutting upon said Highway, along and across the access line or lines described as follows:

2010-03	A-224	Westerly Line
(Proj. No.)	(Parcel No.)	Location of Line

Beginning at a point, whence the SW corner of said Section 22 bears S. 48°07'46" W., a distance of 3,195.12 feet;

1. Thence S. 61°50'48" W., a distance of 86.11 feet;
2. Thence S. 27°40'41" E., a distance of 88.30 feet;
3. Thence S. 42°00'12" E., a distance of 52.02 feet to a point whence the SW corner of said Section 22 bears S. 50°18'07" W., a distance of 3,092.16 feet.

NO ACCESS POINT

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 8948'05" E.

Chtr R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT "A"

PROJECT NUMBER: 2010-03
UTILITY EASEMENT NUMBER: UE-224
PROJECT CODE: North Meadows Drive Phase II
DATE: July 1, 2013
DESCRIPTION

A Utility Easement No. UE-224 of the Town of Castle Rock, State of Colorado Project No. 2010-03 containing 390 sq. ft. (0.009 acres), more or less, in the SW quarter of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Tract A, Castle Pines Village 19B as recorded at Reception No. 199713794 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

Commencing at the Section corner common to Sections 21, 22, 27 and 28, thence S. 89°35'16" E., a distance of 2,364.90 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,992.16 feet more or less, to a point on the southeasterly line of said Tract A, said point also being the TRUE POINT OF BEGINNING, whence said Section corner bears S. 50°18'07" W., a distance of 3,092.16 feet;

1. Thence along said southwesterly line, S. 49°12'01" W., a distance of 15.00 feet;
2. Thence departing said southwesterly line, N. 25°49'36" W., a distance of 53.84 feet;
3. Thence S. 42°00'12" E., a distance of 52.02 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 390 sq. ft. (0.009 acres), more or less.

The purpose of the above described Utility Easement is for construction and maintenance of drainage facility.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chtr R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT "A"

PROJECT NUMBER: 2010-03

PERMANENT EASEMENT NUMBER: PE-213B

PROJECT CODE: North Meadows Drive Phase II

DATE: July 1, 2013

DESCRIPTION

A Permanent Easement No. PE-213B of the Town of Castle Rock, State of Colorado Project No. 2010-03 containing 3,000 sq. ft. (0.069 acres), more or less, in the SW quarter of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Tract F of Castle Pines Village Filing No. 32-J Amendment 1 as recorded at Reception No. 2004101128 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

Commencing at the SW corner of said Section 22, thence N. $00^{\circ}12'25''$ W., a distance of 1,100.93 feet along the West line of said Section 22, thence N. $89^{\circ}47'35''$ E., a distance of 343.48 feet more or less, to the TRUE POINT OF BEGINNING, whence said SW corner bears S. $17^{\circ}07'15''$ W., a distance of 1,153.27 feet;

1. Thence N. $50^{\circ}36'27''$ E., a distance of 65.73 feet;
2. Thence N. $64^{\circ}05'36''$ E., a distance of 149.15 feet to a point on a southeast line of said Tract F;
3. Thence along said southeast line, S. $50^{\circ}26'53''$ W., a distance of 76.05 feet;
4. Thence departing said southeast line, on the arc of a curve to the left, a radius of 645.50 feet, a central angle of $05^{\circ}26'10''$, a distance of 61.24 feet, (a chord bearing S. $59^{\circ}44'04''$ W., a distance of 61.22 feet);
5. Thence N. $32^{\circ}59'01''$ W., a distance of 8.00 feet;
6. Thence on the arc of a curve to the left, a radius of 646.50 feet, a central angle of $06^{\circ}40'10''$, a distance of 75.25 feet, (a chord bearing S. $53^{\circ}40'55''$ W., a distance of 75.21 feet);
7. Thence N. $39^{\circ}39'10''$ W., a distance of 13.30 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described Permanent Easement contains 3,000 sq. ft. (0.069 acres), more or less.

The purpose of the above described permanent easement is for the construction and maintenance of the slope.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chtr R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT "A"

PROJECT NUMBER: 2010-03

TEMPORARY EASEMENT NUMBER: TE-213C

PROJECT CODE: North Meadows Drive Phase II

DATE: July 1, 2013

DESCRIPTION

A Temporary Easement No. TE-213C of the Town of Castle Rock, State of Colorado Project No. 2010-03 containing 3,704 sq. ft. (0.085 acres), more or less, in the SW quarter of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Tract F of Castle Pines Village Filing No. 32-J Amendment 1 as recorded at Reception No. 2004101128 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

Commencing at the SW corner of said Section 22, thence N. $00^{\circ}12'25''$ W., a distance of 1,100.93 feet along the West line of said Section 22, thence N. $89^{\circ}47'35''$ E., a distance of 343.48 feet more or less, to the TRUE POINT OF BEGINNING, whence said SW corner bears S. $17^{\circ}07'15''$ W., a distance of 1,153.27 feet;

1. Thence N. $39^{\circ}39'10''$ W., a distance of 14.70 feet;
2. Thence N. $50^{\circ}20'56''$ E., a distance of 67.54 feet;
3. Thence N. $64^{\circ}05'36''$ E., a distance of 212.74 feet;
4. Thence S. $50^{\circ}26'53''$ W., a distance of 63.58 feet;
5. Thence S. $64^{\circ}05'36''$ W., a distance of 149.15 feet;
6. Thence S. $50^{\circ}36'27''$ W., a distance of 65.73 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 3,704 sq. ft. (0.085 acres), more or less.

The purpose of the above described temporary easement is for construction of the slope.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chn R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

EXHIBIT "A"

PROJECT NUMBER: 2010-03
TEMPORARY EASEMENT NUMBER: TE-224
PROJECT CODE: North Meadows Drive Phase II
DATE: July 9, 2013
DESCRIPTION

A Temporary Easement No. TE-224 of the Town of Castle Rock, State of Colorado Project No. 2010-03 containing 3,257 sq. ft. (0.075 acres), more or less, in the SW quarter of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Tract A, Castle Pines Village 19B as recorded at Reception No. 199713794 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows:

Commencing at the Section corner common to Sections 21, 22, 27 and 28, thence S. 89°35'16" E., a distance of 2,353.61 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,982.28 feet more or less, to a point on the southwesterly line of said Tract A, said point also being the TRUE POINT OF BEGINNING, whence said Section corner bears S. 50°18'26" W., a distance of 3,077.16 feet;

1. Thence N. 42°03'55" W., a distance of 53.37 feet;
2. Thence N. 27°40'41" W., a distance of 105.29 feet;
3. Thence N. 61°50'48" E., a distance of 100.99 feet;
4. Thence S. 28°09'05" E., a distance of 15.00 feet;
5. Thence S. 61°50'48" W., a distance of 86.11 feet;
6. Thence S. 27°40'41" E., a distance of 88.30 feet;
7. Thence S. 25°49'36" E., a distance of 53.84 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 3,257 sq. ft. (0.075 acres), more or less.

The purpose of the above-described Temporary Easement is for construction of the slope.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

Chtr R. Raml

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (“Deed”) is made this ____ day of _____, 2015 by the **TOWN OF CASTLE ROCK**, a home rule municipal corporation, whose address is 100 North Wilcox Street, Castle Rock, Colorado 80104 (“Grantor”), in favor of the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104, (“Grantee”). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the “Parties”, and individually as “Party.”

RECITALS:

WHEREAS, the Grantor is the sole owner in fee simple of approximately 13.5-acre parcel of real property located in Douglas County, Colorado, as generally depicted on the map attached hereto as **Exhibit A** (“**Subject Property**”) and more particularly described in **Exhibit B**, which contains four (4) separate tracts of land, namely Tract A, Tract B, Tract C and Tract D, attached hereto and incorporated herein by these references; and

WHEREAS, by separate agreement between the Grantor and Castle Pines Homes Association (CPHA), and concurrently with recordation of this Deed, the Grantor agrees to convey to the CPHA a permanent easement to permit the construction and maintenance by the CPHA of a gated emergency egress access road and recreational trail over designated portions of the Subject Property, identified as **Tract B**, and hereinafter referred to as (the “CPHA Easement”). A copy of the form of the agreement between Grantor and CPHA creating the CPHA Easement is attached as **Exhibit C** (the “CPHA Easement Agreement”). The CPHA Easement Agreement provides that the CPHA shall bear the cost of the construction and maintenance of the improvements authorized under the CPHA Easement Agreement, as well as the terms, conditions and restrictions on the use of such improvements. The proposed gated emergency egress road construction impacts on the Subject Property shall not fall outside boundary limits of **Tract B**. Prior to constructing or installing the improvements authorized under the CPHA Easement Agreement, the Grantor shall require that the necessary applications and plans are submitted and approved by Grantor in accordance with its applicable regulations. Grantor shall provide Grantee with the opportunity to review and comment on the plans for construction of improvements under the CPHA Easement Agreement. The proposed gate shall be constructed outside of the Subject Property, and the gate shall be located within CPHA’s existing property, located immediately to the north of the Subject Property.

WHEREAS, by a future separate agreement between the Grantor and the Castle Pines Metro District (**CPMD**), the Grantor agrees to set aside a permanent slope and drainage easement to permit the construction and maintenance by the **CPMD** of storm drainage improvements in the northeast corner of the Subject Property, as shown in **Tract C** and hereinafter referred to as (the “CPMD Permanent Slope and Drainage Easement”). A copy of a draft agreement creating the CPMD Permanent Slope and Drainage Easement is attached as **Exhibit D** (the “CPMD Easement Agreement”). The CPMD Easement Agreement provides that the **CPMD** shall bear the cost of the construction and maintenance of the improvements authorized under a future separate agreement, as well as the terms, conditions and restrictions on the use of such improvements. Said storm drainage improvements and ongoing maintenances activities shall not fall outside the boundary limits of **Tract C** where the boundary is adjacent to Tract D, nor will access be granted across or through **Tract D**. Prior to constructing or installing the improvements authorized under the CPMD Easement Agreement, the Grantor shall require that the necessary applications and plans are submitted and approved by Grantor in accordance with its applicable regulations. Grantor shall provide Grantee with the opportunity to review and comment on the plans for construction of improvements under the CPHA Easement Agreement.

WHEREAS, this Deed pertains specifically to the portion of the Subject Property identified as **Tract A** and **Tract D**, and hereinafter is referred to as (the “Conservation Property”); and

WHEREAS, the Conservation Property possesses natural, scenic, open space, and recreational values (collectively, the “Conservation Uses”) of great importance to the Parties; and

WHEREAS, the Grantor intends that the Conservation Uses of the Conservation Property be preserved and protected, and that any uses be prohibited that would significantly interfere with or impair the Conservation Uses.

WHEREAS, the Grantor further intends, as owner of the Conservation Property, to convey to Grantee the right and obligation to preserve and protect the Conservation Uses of the Conservation Property in perpetuity.

WHEREAS, the Grantee is qualified to hold conservation easements pursuant to § 38-30.5-104(2), C.R.S.

WHEREAS, the Grantee agrees by accepting this Deed to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Uses of the Conservation Property for the benefit of this and future generations.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular §§ 38-30.5-101, *et seq.*, C.R.S., Grantor hereby voluntarily grants and conveys the Conservation Property to Grantee in perpetuity over those portions of the Subject Property

described in Tracts A and D, of the nature and character and to the extent hereinafter set forth.

1. Purpose. The purpose of this Deed is to preserve and protect the Conservation Uses of the Conservation Property in perpetuity. To achieve this purpose, Grantor conveys by this Deed the Conservation Property to Grantee to ensure that the Conservation Uses of the Conservation Property are preserved and protected in perpetuity. It is the intent of Grantor to preserve the Conservation Property in its current condition and to preserve the open space characteristics, wildlife habitat, and scenic qualities of the Conservation Property, provided the following specific uses and conditions shall be permitted to occur on the Conservation Property:

- a. Construction of earthen berms shall be allowed in order to improve visual screening of the North Meadows Drive Extension. The earthen berms should be constructed so that they minimize the removal of existing healthy trees and be contoured so they blend in naturally with the existing terrain. Both temporary and long term erosion control devices should be incorporated in the final grading plans, and all distributed areas shall be restored with native seeding materials. The earthen berms shall be constructed in general concurrence to the preliminary grading plans shown in **Exhibit E**.

Installation of temporary irrigation facilities (which are estimated to be needed from three to five years) by Grantee or CPHA shall be allowed by Grantor in order to irrigate areas disturbed by construction of the North Meadows Drive Extension Project or as a result of the construction of the earthen berms and the gated emergency egress road.

- b. With approval of the Parties, additional temporary irrigation facilities may be installed by **CPHA** or assigns in areas where trees may be planted within the Conservation Property in order to improve visual screening along the southern boundary of Castle Pines Village. The Parties shall review annually the need for the temporary irrigation and shall recommend to the CPHA if additional temporary irrigation is warranted during the three to five year period.
- c. Installation of temporary and permanent drainage and water quality improvements shall be allowed, subject to the Parties joint written approval.
- d. The Parties to this Deed may install landscaping materials from time to time, as well as replace existing landscaping, which may include, but is not limited to, the following: planting trees, shrubs, placing rock boulders, planting native seeding and wild flower mixes.

- e. Work by Grantor, or by others with Grantor's approval in connection with implementing healthy forest practices shall be an allowed use, which shall include, but is not limited to, mitigating pine beetle infestation and implementing fire mitigation management practices in accordance with the Town of Castle Rock's most current adopted standards for their open space parcels. Trees may be cut down in order to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may be cut down and removed from the Conservation Property, however, the Grantor shall consider the benefits to wildlife with regard to the preservation of standing and fallen dead trees and other vegetation. Large-scale alteration or removal of native trees, shrubs and other vegetation from the Conservation Property in a manner that may impact the Conservation Uses, for any reason other than emergencies requiring immediate action, requires notice from the Grantor to the Grantee, with a copy provided to the CPHA Board of Directors; and shall be subject to a forest management or vegetation removal plan, which shall be designed to preserve and enhance the Conservation Uses to the maximum extent possible.
- f. Work by Grantor in connection with implementing pest control / maintenance of pests is an allowed use, which shall be done in accordance with the Town of Castle Rock's most current adopted standards for their open space parcels.
- g. Work in connection with constructing, maintaining, and operating trails are allowed uses permitted by this Deed. Said trails shall be managed in accordance with the Town of Castle Rock's most current adopted standard for their open space parcels. No trail shall be located closer than 100-feet from any existing Castle Pines Village residential property lot lines. Recreational users of the Conservation Property are restricted to stay on approved trails.

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

- a. To preserve and protect the Conservation Property.
- b. To enter upon the Conservation Property to conduct an approved use as identified above, or monitor the Conservation Uses. Grantee shall provide reasonable written or verbal notice to Grantor prior to entering upon the Conservation Property for any action other than routine visual monitoring, and emergencies.
- c. To prevent any activity on or use of the Conservation Property that is inconsistent with the purpose of this Deed or that conflict with the Conservation Uses.

3. Reserved Rights. Grantor reserves all rights accruing from its ownership of the Conservation Property, including the right to engage in or permit or invite others to engage in permitted uses of the Conservation Property that are not expressly prohibited or restricted herein and that do not significantly interfere with or impair the Property's Conservation Uses. Without limiting the generality of the foregoing, Grantor reserves the right to engage in or permit the public to engage in non-motorized passive recreational activities, such as hiking, biking, cross-country skiing, snow shoeing and other similar low-impact recreational uses. Grantee shall not interfere with Grantor's permitted uses of the Conservation Property. Except as otherwise expressly authorized herein or by separate easement agreement, access to and entry upon the Conservation Property shall require the consent of Grantor. Nothing in this Section shall modify the restrictions imposed by this Deed or otherwise impair the preservation of the Conservation Uses. Grantee reserves all rights to the Denver Basin water underlying the Property and this Deed shall in no manner apply to or affect Grantor's interest in such water rights.

4. Prohibited and Restricted Uses. Any activity on or use of the Conservation Property inconsistent with the purpose of this Deed is prohibited. Without limiting the generality of the foregoing, the following activities and uses are prohibited:

- a. Development Rights. The Parties agree that the Grantor shall **not** seek to develop, nor permit the Conservation Property to be developed under existing land use and development rights, except as may otherwise permitted by this Deed.
- b. Construction of Buildings and Other Structures. The construction of any building, structure, or other improvements, except those expressly permitted in Section 4.c. and Section 4.d. herein, is prohibited. Constructing trailhead parking facilities is prohibited.
- c. Allowable Structures and Other Improvements. Construction of trash receptacles, benches, picnic tables, shelters, public restrooms, trailhead informational kiosk shall be located within **150-feet** of the existing right-of-way established for the North Meadows Extension Project. Structures shall be constructed with context sensitive materials that blend in with the natural surroundings, and preferably of wood or composite wood, brick, stone or rock veneer materials. Aluminum, galvanized metal and other highly reflective materials are prohibited. To the extent practical, structures shall be constructed in areas with minimum visibility from the existing nearby residential communities. Construction of any structures, with the exception of crusher fine trails, erosion control devices, water quality ponds and detention ponds are prohibited elsewhere on the Conservation Property. Trails and structures shall not be allowed within 100-feet of the existing CPHA property lines / boundary.
- d. Fences. Existing fences may be repaired or replaced. New fences may be built along the boundaries of Tracts A, B, C and D for purposes of reasonable and customary management of the Subject Property. All fences shall be constructed in such a manner as to permit the movement of wildlife across the Property and shall be consistent with standards approved by the State of Colorado Department of

Natural Resources, Division of Wildlife.

- e. Subdivision. Any division or subdivision of title to the Subject Property, except as provided for herein, whether by physical or legal process, is prohibited.
- f. Mining. Except for the construction of earthen berms, the gated emergency egress road, the implementation of drainage improvements and for advancing the other approved uses or as otherwise permitted under law, the mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance of any kind or description, whether by surface or subsurface means, is prohibited.
- g. Trash. The dumping or accumulation of any kind of trash or refuse on the Subject Property, including but not limited to, household trash and hazardous chemicals, is prohibited. Removal of trash from recreational uses or as a result of illegal dumping shall be performed by the Grantor.
- h. Motorized Vehicles. Motorized vehicles are prohibited on the Subject Property, except for authorized emergency vehicles, maintenance vehicles and authorized evacuations where vehicles are permitted within the gated emergency egress easement described in **Exhibit C**. No motorized motocross bicycles, snowmobiles, all-terrain vehicles, or any other off-road vehicles shall be used for recreational purposes on the Subject Property.
- i. Commercial or Industrial Activity. Industrial and Commercial uses on the Subject Property are prohibited. Notwithstanding the foregoing, "commercial use" shall not be construed to mean any activity for which a fee is charged if the activity is otherwise permitted by the terms of this Conservation Property.
- j. Signage and / or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Subject Property, except for appropriate and customary regulatory signs, and signs informing the public of the status of ownership. No signs shall significantly interfere with or impair the Conservation Uses.
- k. Utilities. Existing utilities may be maintained, repaired, and replaced in areas where such utilities presently exist. All new utility installations shall be placed underground and shall not significantly interfere with or impair the Conservation Uses. Utility construction operations shall be undertaken in a manner that reasonably minimizes the removal trees, or other disturbance of the Subject Property and prevents erosion and water pollution and otherwise protects the Conservation Uses. Upon completion of any utility work, all excess earthen and construction material shall be removed and disturbed lands shall be promptly restored, utilizing topsoil, mulch and native seeding. The Parties shall jointly review and approve a utility construction and operation plan detailing the mitigation measures to be employed pursuant to the provisions of this section. Grantor may grant all necessary or appropriate easements related to the

installation of underground utilities and appurtenances, (which include but is not limited to the following: pull boxes, transformer boxes, and switch cabinets, meter housing, water infrastructure, etc.). Any above ground building structure shall not be located within 100-feet of the existing CPHA property lines / boundary. Installation of new overhead (or above ground) utilities is prohibited.

- l. Hunting. Hunting on the Property is prohibited.
- m. Parking in Tract B. Except for authorized emergency and maintenance vehicle uses, parking is prohibited in **Tract B**, which pertains to the permanent easement granted to the **CPHA** to serve as a gated emergency egress road and bicycle and pedestrian trail.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring the Party advancing the work to notify the other Party, prior to undertaking certain permitted activities or any activity which is potentially inconsistent with the purpose of this Deed, is to afford the other Party an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Deed. Whenever notice is required, the Party advancing the work shall notify the other Party in writing, not less than thirty (30) days prior to the date the Party intends 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 the reviewing Party to make an informed judgment as to its consistency with the purpose of this Deed.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefore. Grantor's written request shall describe the proposed activity in sufficient detail (i.e. location, size, scope, design, nature) to allow Grantee to evaluate the consistency of the proposed activity with the pertinent terms of this Deed. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would significantly interfere with or impair the Conservation Uses of the Conservation Property. If a written response is not received within the required thirty (30) days, the request shall be considered approved; provided, however, that if Grantee requests additional information from Grantor at any time prior to the expiration of the thirty (30) day period. Grantee shall have up to an additional thirty (30) days from the receipt of such information to grant or withhold its approval.

7. Enforcement. If Grantor or Grantee finds what it believes to be a violation of the terms of this Deed by the other Party, the aggrieved Party ("Initiating Party") shall immediately notify the other Party ("Noticed Party") in writing of the nature of the alleged violation ("Notice of Violation"). Upon receipt of the Notice of Violation, the Noticed Party shall immediately discontinue the activity or use that has caused the alleged violation and shall either: (a) restore the Conservation Property to its condition prior to the violation in accordance with a written restoration plan ("Restoration Plan"); or (b) provide a written explanation to the Initiating Party of the reason why the alleged violation should be permitted. The Restoration Plan shall be submitted to the Initiating Party within twenty (20) days after Noticed Party's receipt of the Notice of Violation, or within a longer time period if so specified by the Initiating Party in the

Notice of Violation.

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

9. Access. Grantor may permit limited public access to the Subject Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the preservation and protection of the Conservation Uses. The Parties agree that the public shall have access to the Conservation Property on the future trails approved in accordance with the Deed, however, Grantor shall require that recreational users of the Conservation Property stay on approved trails; and future trails shall not be allowed within 100-feet of the existing CPHA property lines / boundary.

10. Costs. Except as otherwise assumed by Grantee, **CPMD**, or **CPHA** pursuant to the term of this Deed and/or by separate agreement with Grantor, Grantor retains all responsibilities related to the ownership, operation, upkeep, and maintenance of the Subject Property, including weed control and all other maintenance activities.

11. Joint Enforcement. Grantor and Grantee shall have the joint and several right through judicial action to preserve and protect the Conservation Uses from deleterious actions of third parties.

12. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to be Thirty Three Percent (33%) the fair market value of the unencumbered Deed, at the time of execution of this Deed. The ratio of the value of the Conservation Property to the value of the property unencumbered by the Deed shall remain constant.

13. Extinguishment. If circumstances arise in the future such as render the purpose of the Deed impossible to accomplish, the Deed can be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances. The amount of proceeds to which Grantee is entitled is set forth in Section 14 (Proceeds). Grantee shall use any such proceeds in a manner consistent with the purpose of this Deed.

14. Condemnation. If all or any part of the Subject Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to extinguish the Deed, in whole or in part, Grantor and Grantee intend that the condemning authority compensate Grantor by paying the full unencumbered value of the Subject Property subject to the taking or in lieu purchase and all direct and incidental damages, including, but not limited to, damages to the Conservation Uses resulting therefrom. Grantee shall receive from Grantor thirty three percent (33%) of the amount

received by Grantor, after all expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase have been paid. Grantee shall use any such proceeds in a manner consistent with the purpose of the Deed. Proceeds received by the Grantee shall be used to provide visual screening along the southern boundary of the Castle Pines Village Community.

15. Assignment. The rights conveyed to Grantee or retained by Grantor by this Deed are **NOT** transferable unless otherwise mutually agreed.

16. Notices. Any notice, demand, request, consent, approval, or communication that either party is required to give to the other in writing shall be either served personally or sent by first class mail, postage prepaid, addressed as follows (or to such other address as either party from time to time shall designate by written notice to the other party):

To Grantor: Town Manager
 Town of Castle Rock
 100 North Wilcox Street
 Castle Rock, CO 80104

with a copy to: Town of Castle Attorney
 Town of Castle Rock
 100 North Wilcox Street
 Castle Rock, CO 80104

To Grantee: County Manager
 Douglas County
 100 Third Street
 Castle Rock, CO 80104

with a copies to: County Attorney
 Douglas County
 100 Third Street
 Castle Rock, CO 80104

17. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and that it has the power and lawful authority to grant and convey this Deed.

18. Recording. Grantee shall record this instrument in a timely fashion in the official records of Douglas County, Colorado, and may re-record it at any time as may be required to preserve its rights in this Deed.

19. General Provisions.

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

- b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed in favor of the grant to effect the purpose of this Deed and the policy and purpose of §§ 38-30.5-101, *et seq.*, C.R.S. If any provision in this Deed is found to be ambiguous, an interpretation consistent with the purpose of the 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 Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, 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 Deed sets forth the entire agreement of the Parties with respect to the Conservation Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Property, all of which are merged herein.
- e. No Forfeiture. Nothing contained herein shall result in a forfeiture or reversion of Grantor's title in any respect.
- g. Non-Merger. The Parties intend that under no circumstances shall this Deed merge with the title to the Conservation Property.
- h. Successors. The covenants, terms, conditions, and restrictions of this Deed shall be binding upon, and inure to the benefit of, the Parties hereto and their respective representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Conservation Property.
- i. Termination of Rights and Obligations. A Party's rights and obligations under this Deed terminate upon transfer of the Party's interest in the Subject Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- j. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.
- k. No Third Party Beneficiaries. This Deed is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee, and their respective successors and assigns, for the purposes set forth herein, and does not create rights or responsibilities in any third parties (including members of the public) beyond Grantor and Grantee.

- l. Amendment. If the circumstances arise under which an amendment to or modification of this Deed would be appropriate, (as determined by both parties to be in the public's best interest and provided that said modification continues to preserve and protect in perpetuity the conservation uses of the property), then the Grantor and Grantee are free to jointly amend this Deed.
- m. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with the purpose of this Deed, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Conservation Property for conservation purposes and shall not constitute grounds for terminating the Deed.
- n. Annual Appropriation. To the extent that any financial obligation of this Deed is subject to the multiple fiscal year obligations of Article 10, Section 20(4)(b) of the Colorado Constitution or § 29-1-110, C.R.S., such obligation may be subject to annual appropriation by Grantor and Grantee. The foregoing is not an agreement or an acknowledgement by either Party that any financial obligation which could arise pursuant to this Deed would be subject to the requirement that funds for such financial obligation must be appropriated by Grantor or Grantee. Nothing in this Deed shall be deemed to be a waiver of any rights the Parties may have pursuant to § 30-25-104, C.R.S. Nothing in this Section shall prevent a Party from enforcing the Deed in accordance with its terms, despite a failure by the other Party to appropriate funds.
- o. No Waiver of Governmental Immunity. The Parties, their commissioners, councilmen, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provision of this Deed, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.
- p. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

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

GRANTOR:

ATTEST:

TOWN OF CASTLE ROCK

EXHIBIT A

DEPICTION MAP OF THE 13.3 ACRE PARCEL

EXHIBIT B
PROPERTY LEGAL DESCRIPTIONS

EXHIBIT C
CPHA EASEMENT

EXHIBIT D
CP METRO EASEMENT

EXHIBIT E

Earthen Berms Preliminary Grading Plans

WARRANTY DEED

THIS DEED, Made this ____ day of _____, 2015, between **CASTLE PINES HOMES ASSOCIATION, INC., a Colorado nonprofit corporation** of the County of Douglas, State of Colorado, Grantor(s), and **TOWN OF CASTLE ROCK, COLORADO**, whose legal address is 100 Wilcox Street, Castle Rock, Colorado 80104, of the County of Douglas, State of Colorado, Grantee(s):

WITNESSETH, That the Grantor(s), for and in consideration of the sum of _____ **DOLLARS AND NO/HUNDREDTHS (\$0.00) DOLLARS**, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Douglas, State of Colorado, described as follows:

SEE EXHIBIT A, ATTACHED HERETO
PARCELS RW-206, RW-208 REV, RE-213 REV, RW-224, RW-229, RW-231 AND A-224

also known by street and number as:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee(s), their heirs and assigns forever. And the Grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements, restrictions, covenants and right-of-way of record, if any.

The Grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. This Property is being purchased under threat of condemnation and other factors were included in the determination of the price in addition to fair market value.

IN WITNESS WHEREOF, the Grantor(s) have executed this Deed on the date set forth above.

BY: _____ AS: _____

STATE OF COLORADO)
) : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me in the County of _____, State of Colorado, this ____ day of _____, 2015, by _____ as _____ on behalf of Castle Pines Homes Association, Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: _____

NOTARY PUBLIC

**PERMANENT SLOPE
EASEMENT AGREEMENT
(North Meadows Drive Extension Project)**

DATE: _____, 2015.

GRANTOR: **CASTLE PINES HOMES ASSOCIATION, INC., a Colorado nonprofit corporation**

GRANTEE: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104.

RECITALS:

Grantee has determined that it needs to acquire a permanent, non-exclusive easement from Grantor on property owned by Grantor and the parties have agreed to the terms and conditions for the grant of such easement.

GRANT:

Grantor, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, grants to Grantee, its successors and permitted assigns, a permanent, non-exclusive easement (“Easement”) on that portion of Grantor’s property located in Douglas County, Colorado, as described on the attached ***Exhibit A, Parcels PE-213B*** (“Easement Property”) for the uses set forth in Section 1 below.

TERMS:

1. Grantee may use the Easement Property for the construction and perpetual maintenance of lateral support and proper drainage grade for the adjacent roadway and related appurtenances to be constructed by Grantee as part of the North Meadows Drive Extension Project (“Project”). Grantee, its agents, employees, contractors and other authorized representatives shall have the right to enter at all times upon the Easement Property to survey, construct, repair, reconstruct, improve and maintain a suitable slope and grade to provide necessary lateral support and proper drainage to accommodate the Project. Grantor is apprised of the nature of the improvements to the Easement Property which will be made with construction of the Project.

2. Grantor represents to Grantee that Grantor is the record owner of the Easement Property and that Grantor has the authority to grant the Easement.

3. Grantor reserves the right to use the Easement Property for any and all purposes which are not inconsistent with and do not unreasonably interfere with Grantee’s use and enjoyment of the Easement hereby granted, specifically including, without limitation, the right to

use the Easement Property to access Grantor's other property and the right to grant additional non-exclusive easements or other interests in the Easement Property upon, over, under, through and across the Easement Property as may be determined necessary or desirable by Grantor, including, without limitation, additional utility, construction and access easements; provided, however, Grantor may not: (a) construct any temporary or permanent improvements on the Easement Property except as authorized under Section 1 and except for utilities, (b) subtract from or add substantially to the ground level of the Easement Property except as authorized under Section 1, or (c) otherwise make any use of the Easement Property which unreasonably interferes with Grantee's use of the Easement Property as granted in Section 1.

4. All activity by Grantee and its agents, employees, contractors and other authorized representatives shall be within the Easement Property. Upon completion of any construction, reconstruction or repair, Grantee shall restore the surface of the Easement Property, including regrading and reseeding, where necessary, and all landscaping, irrigation systems, pavement and other improvements, to the extent practicable, to their condition prior to the grant of the Easement, except where the surface is permanently modified with improvements. In restoring the surface of the Easement Property, Grantee shall comply with the Town of Castle Rock Municipal Code and the Grading, Erosion and Sediment Control (GESC) Manual, including, without limitation, obtaining all required permits and reseeding and landscaping all disturbed areas in accordance with such permits. All such activities undertaken by Grantee shall be at the sole expense of the Grantee, and Grantee shall promptly pay all construction costs and expenses.

5. To the extent permitted by law, Grantee shall indemnify Grantor and hold Grantor harmless from any and all loss, liens, claims, liability, costs or expenses incurred as a result of Grantee's use of the Easement Property or exercise of the Easement (including any environmental contamination caused by Grantee, its agents, employees, contractors and other authorized representatives). Grantee shall obtain and keep in full force and effect general liability insurance covering its actions and activities permitted under the Easement in an amount not less than \$1,000,000 per occurrence. This indemnification shall not constitute a waiver or release by Grantee of any immunity or limitation on liability under the Governmental Immunity Act.

6. Grantee shall pay or cause to be paid all costs for work done by or on behalf of Grantee, and Grantee shall keep the Easement Property free and clear of all mechanic's liens and other liens on account of work done or performed on behalf of Grantee. Should any liens be filed or recorded against the Easement Property or any action affecting title thereto be commenced as a result of Grantee's exercise of the Easement or use of the Easement Property (which term includes the supply of materials), Grantee shall cause such liens to be removed of record within twenty days after receiving notice thereof. If Grantee desires to contest any such claim or lien, Grantee shall file a bond with the appropriate court and obtain a release of such lien pursuant to C.R.S. § 38-22-132, as amended. If a final judgment establishing the validity or existence of any lien for any amount is entered, Grantee shall immediately pay and satisfy the same. If Grantee is in default in paying any charge for which a mechanic's lien or suit to

foreclose such lien has been recorded or filed, and Grantee has not bonded over such lien as provided above, Grantor may (but without being required to do so) pay such lien or claim, and any costs and amounts so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and payable from Grantee to Grantor.

7. Any breach of this agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief, and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party. If Grantee breaches this agreement and fails to cure such breach within 30 days of receiving Grantor's written notice of such breach, Grantor shall have the right, but not the responsibility, to cure such breach without any liability to Grantee. Grantee shall reimburse Grantor for all of its costs in curing such breach within 30 days of receiving Grantor's written notice of such costs.

8. Neither party has made or authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise, or consideration difference from the terms contained herein shall be binding on either party, or its agents or employees.

9. This agreement may be recorded by Grantee with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the permitted assigns and successors of the parties.

10. Grantee may not assign the Easement without the prior written consent of Grantor, which consent may not be unreasonably withheld.

11. This agreement may be amended only in a writing executed by Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the date first written above.

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GRANTOR: CASTLE PINES HOMES ASSOCIATION, INC., a Colorado nonprofit corporation

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ as _____ for Castle Pines Homes Associations, Inc., a Colorado nonprofit corporation.

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

(S E A L)

Notary Public

**PERMANENT STORMWATER DRAINAGE
EASEMENT AGREEMENT
(North Meadows Drive Extension Project)**

DATE: _____, 2015.

GRANTOR: **CASTLE PINES HOMES ASSOCIATION, INC., a Colorado nonprofit corporation**

GRANTEE: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104.

RECITALS:

Grantee has determined that it needs to acquire a permanent, non-exclusive easement from Grantor on property owned by Grantor and the parties have agreed to the terms and conditions for the grant of such easement.

GRANT:

Grantor, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, grants to Grantee, its successors and permitted assigns, a permanent non-exclusive easement (“Easement”) on that portion of Grantor’s property located in Douglas County, Colorado, as described on the attached *Exhibit A, Parcel UE-224* (“Easement Property”) for the uses set forth in Section 1 below.

TERMS:

1. Grantee may use the Easement Property for the construction and perpetual maintenance of stormwater drainage facilities and related appurtenances to be constructed by Grantee as part of the North Meadows Drive Extension Project (“Project”). Grantee, its agents, employees, contractors and other authorized representatives shall have the right to enter at all times upon the Easement Property to survey, construct, repair, reconstruct, improve and maintain the stormwater drainage facilities and related appurtenances for the Project. Grantor is apprised of the nature of the improvements to the Easement Property which will be made with construction of the Project.

2. Grantor represents to Grantee that Grantor is the record owner of the Easement Property and that Grantor has the authority to grant the Easement.

3. Grantor further reserves the right to use the Easement Property for any and all purposes which are not inconsistent with and do not unreasonably interfere with Grantee’s use and enjoyment of the Easement hereby granted, specifically including, without limitation, the right to use the Easement Property to access Grantor’s other property and the right to grant

additional non-exclusive easements or other interests in the Easement Property upon, over, under, through and across the Easement Property as may be determined necessary or desirable by Grantor, including, without limitation, additional utility, construction and access easements; provided, however, Grantor may not: (a) construct any temporary or permanent improvements on the Easement Property (except for utilities), (b) subtract from or add substantially to the ground level of the Easement Property, or (c) otherwise make any use of the Easement Property which unreasonably interferes with Grantee's use of the Easement Property as granted in Section 1.

4. All activity by Grantee and its agents, employees, contractors and other authorized representatives shall be within the Easement Property. Upon completion of any construction, reconstruction or repair, Grantee shall restore the surface of the Easement Property, including regrading and reseeding, where necessary, and all landscaping, irrigation systems, pavement and other improvements, to the extent practicable, to their condition prior to the grant of the Easement, except where the surface is permanently modified with improvements. In restoring the surface of the Easement Property, Grantee shall comply with the Town of Castle Rock Municipal Code and the Grading, Erosion and Sediment Control (GESC) Manual, including, without limitation, obtaining all required permits and reseeding and landscaping all disturbed areas in accordance with such permits. All such activities undertaken by Grantee shall be at the sole expense of the Grantee, and Grantee shall promptly pay all construction costs and expenses.

5. To the extent permitted by law, Grantee shall indemnify Grantor and hold Grantor harmless from any and all loss, liens, claims, liability, costs or expenses incurred as a result of Grantee's use of the Easement Property or exercise of the Easement (including any environmental contamination caused by Grantee, its agents, employees, contractors and other authorized representatives). Grantee shall obtain and keep in full force and effect general liability insurance covering its actions and activities permitted under the Easement in an amount not less than \$1,000,000 per occurrence. This indemnification shall not constitute a waiver or release by Grantee of any immunity or limitation on liability under the Governmental Immunity Act.

6. Grantee shall pay or cause to be paid all costs for work done by or on behalf of Grantee, and Grantee shall keep the Easement Property free and clear of all mechanic's liens and other liens on account of work done or performed on behalf of Grantee. Should any liens be filed or recorded against the Easement Property or any action affecting title thereto be commenced as a result of Grantee's exercise of the Easement or use of the Easement Property (which term includes the supply of materials), Grantee shall cause such liens to be removed of record within twenty days after receiving notice thereof. If Grantee desires to contest any such claim or lien, Grantee shall file a bond with the appropriate court and obtain a release of such lien pursuant to C.R.S. § 38-22-132, as amended. If a final judgment establishing the validity or existence of any lien for any amount is entered, Grantee shall immediately pay and satisfy the same. If Grantee is in default in paying any charge for which a mechanic's lien or suit to foreclose such lien has been recorded or filed, and Grantee has not bonded over such lien as

provided above, Grantor may (but without being required to do so) pay such lien or claim, and any costs and amounts so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and payable from Grantee to Grantor.

7. Any breach of this agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief, and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party. If Grantee breaches this agreement and fails to cure such breach within 30 days of receiving Grantor's written notice of such breach, Grantor shall have the right, but not the responsibility, to cure such breach without any liability to Grantee. Grantee shall reimburse Grantor for all of its costs in curing such breach within 30 days of receiving Grantor's written notice of such costs.

8. Neither party has made or authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise, or consideration difference from the terms contained herein shall be binding on either party, or its agents or employees.

9. This agreement may be recorded by Grantee with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the permitted assigns and successors of the parties.

10. Grantee may not assign the Easement without the prior written consent of Grantor, which consent may not be unreasonably withheld.

11. This agreement may be amended only in a writing executed by Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the date first written above.

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**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

DATE: _____, 2015.

GRANTOR: **CASTLE PINES HOMES ASSOCIATION, INC.**, a Colorado nonprofit corporation

GRANTEE: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104.

RECITALS

Grantee has determined that it needs to acquire a temporary construction easement (easement) over property owned by Grantor, and the parties have agreed to the terms and consideration for the grant of the easement.

GRANT

Grantor, in consideration of TEN AND NO/100'S DOLLARS (\$10.00) s and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, grants to Grantee, its successors and assigns, a temporary construction easement over the property located in Douglas County, Colorado described in the attached *Exhibit A, Parcels TE-213B, TE-213C and TE-224* (easement property).

TERMS

1. The easement is a temporary construction easement to allow Grantee, its employees, contractors and agents to access and construct certain slope improvements and related appurtenances. The easement shall commence upon execution and expire **July 1, 2017**.

2. All activity by Grantee and its contractors and agents shall be maintained within the easement property boundaries. Prior to the expiration of the easement and upon completion of any construction, reconstruction or repair, the surface of the property shall be restored, to the extent practicable, to its pre-existing condition, except where the surface is permanently modified with improvements. All such construction and maintenance undertaken by Grantee shall be at the sole expense of the Grantee, and Grantee shall promptly pay all construction costs and expenses.

3. Grantor shall not make any use of the property which will materially interfere with Grantee's use and enjoyment of the easement.

4. To the extent permitted by law, Grantee shall indemnify Grantor from any and all liability, costs or expenses incurred as a result of Grantee's use of the easement property under its easement rights. Grantee shall obtain and keep in full force and effect general liability insurance covering its actions and activities permitted under the easement in an amount at least equivalent to Grantee's liability under the Colorado Governmental Immunity Act. This indemnification shall not constitute a waiver or release by Grantee of any immunity or limitation on liability under the Governmental Immunity Act.

5. Any breach of this agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

GRANTOR: CASTLE PINES HOMES ASSOCIATION, INC., a Colorado nonprofit corporation

By: _____
As:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ as _____ for CASTLE PINES HOMES ASSOCIATION, INC., a Colorado nonprofit corporation

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

(S E A L)

Notary Public

GRANTEE:

ATTEST:

TOWN OF CASTLE ROCK

Sally Misare, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Robert J. Slentz, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Sally A. Misare as Town Clerk and David L. Corliss as Town Manager for the Town of Castle Rock, Colorado.

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

(S E A L)

Notary Public