

PLACEHOLDER: Waiting for copy of  
executed agreement from Legal.

### AGREEMENT

**THIS AGREEMENT** (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), between **ACM DAWSON TRAILS VIII JV LLC**, a Delaware limited liability company ("ACM") and **TOWN OF CASTLE ROCK**, a home rule municipal corporation (the "Town"). ACM and the Town may each be individually referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

A. ACM is the owner of that certain real property legally described on Exhibit A attached hereto (the "ACM Property").

B. The Town is the owner of that certain real property legally described on Exhibit B attached hereto (the "Town Property").

C. The ACM Property is part of the real property subject to the Dawson Trails Planned Development Plan and Zoning Regulations (the "PDP") approved by the Town on September 6, 2022 and recorded in the Douglas County, Colorado clerk and recorder's office (the "Recorder's Office") on February 8, 2023 at Reception No. 2023005659 (the "Community").

D. The Town desires to design and construct what is commonly known as the Crystal Valley Parkway Interchange (the "Interchange"). Construction of the Interchange requires the completion of roads by the Town that traverse the Community and the alignment of which require the acquisition of the ACM Property by the Town.

E. In addition, in anticipation of the construction of the Interchange, the Town previously acquired the Town Property. Due to changes made to the Interchange alignment during the value engineering process, the Town has determined that the Town Property is no longer necessary for the construction of the Interchange.

F. In exchange for the acquisition by ACM of the Town Property by the Town conveying the Town Property to ACM by special warranty deed, ACM has agreed to convey the ACM Property to the Town by special warranty deed and deliver to the Town the ACM Easements (hereinafter defined) and the ACM Access Deed (hereinafter defined), as set forth below.

G. The Parties desire to memorialize their agreement with respect to the foregoing, all as set forth in this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are deemed a substantive part hereof, and for and in consideration of the mutual promises and covenants herein contained and the receipt of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Conveyances.** At the Closing (hereinafter defined): (a) ACM shall, without the requirement of payment by the Town to ACM of any nature, convey to the Town by special warranty deed in the form attached hereto as **Exhibit C** (the "ACM Property Deed"), ACM's fee simple interest in the ACM Property; (b) ACM shall, without the requirement of payment by the Town to ACM of any nature, convey to the Town by access deed in the form attached hereto as **Exhibit D** (the "ACM Access Deed"), ACM's access rights as set forth in the ACM Access Deed; (c) ACM shall, without the requirement of payment by the Town to ACM of any nature, convey to the Town by easement agreement in the forms attached hereto as **Exhibit E** (the "ACM Easements"), certain slope and stormwater drainage easements encumbering real property owned by ACM within the Community; and (d) the Town shall, without the requirement of payment by ACM to the Town of any nature, convey to ACM by special warranty deed in the form attached hereto as **Exhibit F** (the "Town Property Deed"), the Town's fee simple interest in the Town Property. Exhibit B of the ACM Property Deed enumerates the exceptions and matters of record applicable to the ACM Property to which the Town has accepted conveyance of the ACM Property (the "ACM Property Permitted Exceptions"). Exhibit B of the Town Property Deed enumerates the exceptions and matters of record applicable to the Town Property to which ACM has accepted conveyance of the Town Property (the "Town Property Permitted Exceptions"). The ACM Property Deed reserves in ACM the rights, if any, to the Denver Basin groundwater underlying the ACM Property. The Town Property Deed reserves in the Town the rights, if any, to the Denver Basin groundwater underlying the Town Property.

2. **Closing.** The closing of the transactions contemplated in this Agreement (the "Closing") shall occur upon the date that the Closing Conditions (hereinafter defined) have been satisfied and which can be reasonably accommodated by the Title Company (hereinafter defined), but in no event later than December 31, 2023. The following are mutual conditions precedent to the obligation of the Parties to consummate the Closing (collectively, the "Closing Conditions"): (a) the Town Council for the Town has granted final approval of the transactions contemplated in this Agreement; (b) the Town has delivered to First American Title Insurance Company (the "Title Company"), a fully executed and acknowledged original of the Town Property Deed; (c) ACM has delivered to Title Company a fully executed and acknowledged original of the ACM Property Deed; (d) ACM has delivered to the Title Company fully executed and acknowledged originals of the ACM Easements; (e) ACM has delivered to the Title Company a fully executed and acknowledged original of the ACM Access Deed; (e) the Title Company shall be irrevocably committed to issue to the Town an ALTA Form 2006 owner's title insurance policy, effective as of the date of Closing and in the amount of the fair market value of the ACM Property, as determined by Town, showing title to the ACM Property vested in the Town, subject only to the ACM Property Permitted Exceptions (the "ACM Property Title Policy"); (f) the Title Company shall be irrevocably committed to issue to ACM an ALTA Form 2006 owner's title insurance policy, effective as of the date of Closing and in the amount of the fair market value of the Town Property, as determined by ACM, showing title to the Town Property vested in ACM, subject only to the Town Property Permitted Exceptions (the "Town Property Title Policy"); (g) at Closing, the Title Company shall have been paid the premium for the ACM Property Title Policy and Town Property Title Policy and all other closing costs charged by Title Company, which shall be split equally among the Parties; and (h) all Parties have tendered such documentation customarily required by the Title Company to enable the Title Company to effect the Closing and issue the Town Property Title Policy and ACM Property Title

Policy after Closing. *Ad valorem* property taxes for 2023 not yet due and payable on the ACM Property shall be pro rated through the date of Closing and paid by ACM at Closing. Upon satisfaction of the Closing Conditions, the Title Company shall, and is hereby instructed by the Parties to so do: (i) record the Town Property Deed, ACM Property Deed, ACM Access Deed and ACM Easements at the Recorder's Office; (ii) issue the Town Property Title Policy and ACM Property Title Policy promptly after Closing; and (iii) deliver copies or originals of the Closing Documents (hereinafter defined), as applicable, promptly after Closing. For purposes of this provision, the "Closing Documents" shall mean the Town Property Deed, ACM Property Deed, ACM Access Deed and ACM Easements.

3. **Release Regarding Partial Improvements.** The Parties, on behalf of themselves, their parents, affiliated corporations, stockholders, directors, officers, employees, agents, predecessors, successors, assigns, contractors, subcontractors, engineers, architects, insurers, and the respective directors, officers, stockholders, employees, agents, legal representatives, successors and assigns of each of them, each hereby fully waive, surrender, release, remit and forever discharge the other Parties, their directors, officers, employees, agents, predecessors, successors, assigns, contractors, subcontractors, engineers, architects, insurers, and the respective directors, officers, stockholders, employees, agents, legal representatives, successors and assigns of each of them, from all claims, demands, actions or causes of action, known or unknown, which each Party may have or which could be asserted by another on their behalf, based on any action, omission or event whatsoever relating to or arising from the improvements located on the ACM Property and/or the Town Property (the "Improvements") and any and all claims that were or could have been asserted by each Party in any forum on any legal or equitable theory related to or arising out of the Improvements (collectively the "Released Claims"). The Parties intend that the foregoing releases shall be effective as, *inter alia*, a full and final release of each and every Released Claim against each of the Parties. In furtherance of this intention, the Parties agree that the releases contained herein shall extend to all matters, whether known or unknown, which have or may have existed, presently exist or may arise in the future, suspected or unsuspected, of every nature whatsoever that they may have against any of the other Parties. The Parties further agree, to the extent that any applicable federal or state statutory law, rule, regulation, common law or rule of law might make such release inapplicable to claims which they do not know or suspect to exist in their favor, that they hereby waive and relinquish all of the rights and benefits which they may have under such law, rule, regulation, common law or rule of law. The Parties further acknowledge that they may hereafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of this release and the Released Claims but that, notwithstanding the foregoing, it is their intention hereby to fully, finally, completely and forever release each and every and all Released Claims and that the release given herein shall be and shall remain irrevocably in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different facts.

4. **Limited Purpose.** This Agreement is entered into for the express purposes stated in this Agreement and is not intended, nor shall it be construed in any manner, to effect any modification of the PDP or any other currently effective agreement between ACM and the Town, all of which shall remain in full force and effect as constituted. The agreements contained in this

Agreement are solely for the benefit of the Parties, and no other person or entity shall be a third-party beneficiary thereof.

5. **Nonreliance.** Except as otherwise provided herein, each Party expressly assumes any and all risks that the facts may be or become different from the facts as known to, or believed to be known by the Parties as of the date of this Agreement, and no Party has relied upon any information supplied by the other, or upon any obligation or alleged obligation of the other Party to disclose information relevant to this Agreement.

6. **Time of Essence; Default; Remedies.** Time is of the essence of the obligations under this Agreement. Failure of any Party to perform any of its obligations under this Agreement within ten (10) days after delivery of written notice of such failure from another Party shall constitute a default by such non-performing Party under this Agreement. In the event of a default by a Party under this Agreement, a non-defaulting Party may, at its option, pursue all remedies available at law or in equity, including without limitation specific performance; provided, however, that in no event shall any Party seek, be entitled to or recover from any other Party damages, and each Party hereby expressly waives its right to receive any damages under this Agreement, including without limitation consequential, incidental or punitive. In the event of an uncured default by ACM, and Town elects to terminate this Agreement rather than pursue its remedies hereunder, Town may proceed to acquire the ACM Property pursuant to Town's powers of eminent domain. Should Town pursue acquisition of the ACM Property through statutory condemnation, the Parties agree and acknowledge this Agreement shall not constitute a stipulation to, or evidence of, the fair market value of the ACM Property, which valuation shall be determined without reliance on or reference to this Agreement.

7. **Venue.** The Parties agree that the District Court in and for the County of Douglas, State of Colorado, shall be conclusively presumed to have exclusive jurisdiction over the Parties and subject matter over any dispute arising from or related to this Agreement, and the non-performance or violation of this Agreement. The Parties further agree that venue shall be conclusively presumed to be proper for any dispute described in the preceding sentence in the District Court in and for the County of Douglas, State of Colorado, and that no Party shall assert the doctrine of forum nonconveniens in the event an action is commenced in the District Court, in and for the County of Douglas, State of Colorado, arising with respect to any dispute described in the preceding sentence.

8. **Miscellaneous.**

a. **Binding Effect; Benefit.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective legal representatives, and permitted successors, and assigns. Except as specifically set forth herein, nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations or liabilities. This Agreement, together with the **Exhibits** attached hereto, all of which are incorporated by reference, is the entire agreement between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions or undertakings between the Parties other than as set forth in this Agreement. No alteration, modification or interpretation of this Agreement shall be binding unless in writing and signed by the Parties.

b. **Severability**. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement, and such prohibited or unenforceable provision shall automatically be replaced with a new provision which is as similar as possible to such prohibited or unenforceable provision while still remaining valid and enforceable.

c. **Syntax**. Whenever used in this Agreement, the singular shall include the plural, and vice versa, and the use of any gender shall include all genders and the neuter.

d. **Applicable Law**. This Agreement is made and entered into and shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to the principals of conflicts of laws.

e. **Attorney's Fees**. Notwithstanding anything to the contrary herein, in the event of any dispute and/or litigation arising out of this Agreement, the court shall award to the prevailing Party all reasonable costs and expenses, including attorney's fees.

f. **Execution**. This Agreement may be executed in one or more counterparts, each counterpart to be considered an original portion of this Agreement, and all of which together shall constitute a single instrument.

g. **Further Assurances**. Each Party agrees, without further consideration, to execute such additional documents and take such additional actions as may be required to carry out this Agreement and the transactions contemplated hereby.

h. **Headings**. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

i. **Notices**. Any and all notices and other communications which are required or may be given under this Agreement shall be in writing and shall be given either by personal delivery or by placing in the United States mail, certified mail, return receipt requested, first-class postage prepaid to the following addresses:

If to Town:                      Town of Castle Rock  
   100 N. Wilcox St.  
   Castle Rock, CO 80104  
   Attention: Town Attorney

With a copy to:                Michael J. Hyman  
   Town Attorney  
   Town Attorney's Office  
   Town of Castle Rock

If to ACM:                      c/o Westside Property Investment Company, Inc.  
   4100 East Mississippi Avenue, Suite 500

Glendale, CO 80246  
Attention: Andrew R. Klein and Lawrence P. Jacobson

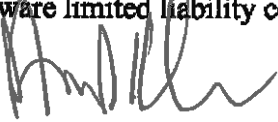
With a copy to: c/o Westside Property Investment Company, Inc.  
4100 East Mississippi Avenue, Suite 500  
Glendale, CO 80246  
Attention: Jake Schroeder

or to such other address of which written notice in accordance with this section shall have been provided by such Party. Notices may only be given in the manner described herein and shall be deemed received when delivered, or seventy-two hours after deposit in the United States mail in the manner provided herein.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned Parties have set their hands and seals the day and year first above written.

**ACM DAWSON TRAILS VIII JV LLC,**  
a Delaware limited liability company

By:   
Name: Andrew R. Kellen  
Title: Authorized Signatory

**TOWN OF CASTLE ROCK,**  
a home rule municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**ACM Property**

**(attached)**



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**

**PARCEL NUMBER: RW-12**

**PROJECT CODE: 17638**

**DATE: May 29, 2018**

**DESCRIPTION**

A tract or parcel of land No. RW-12 of the Department of Transportation, State of Colorado Project No. 17638 containing 31,755 sq. ft. (0.729 acres), more or less, located in the NE 1/4 of the SW 1/4 and SE 1/4 of the SW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the southwest corner of said Section 22, thence N. 49°50'55" E., a distance of 1,964.79 feet to the West line of Tract A in Dawson Ridge Filing A, said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 85°14'11" W., a distance of 61.00 feet;
2. Thence N. 04°45'49" E., a distance of 30.00 feet;
3. Thence N. 63°51'35" E., a distance of 62.64 feet;
4. Thence N. 15°44'20" E., a distance of 280.00 feet;
5. Thence N. 06°01'51" E., a distance of 122.00 feet;
6. Thence N. 09°45'52" W., a distance of 205.00 feet;
7. Thence N. 00°19'39" W., a distance of 139.16 feet to the South right-of-way line of Territorial Road;
8. Thence, along said South right-of-way line, N. 89°40'21" E., a distance of 36.62 feet to the West line of said Tract A;
9. Thence, along said West line, S. 00°17'07" E., a distance of 10.00 feet;

10. Thence, continuing along said West line, on the arc of a curve to the right, a radius of 31.00 feet, a central angle of  $86^{\circ}19'08''$ , a distance of 46.71 feet, (a chord bearing of S.  $47^{\circ}10'54''$  E., a distance of 42.41 feet);

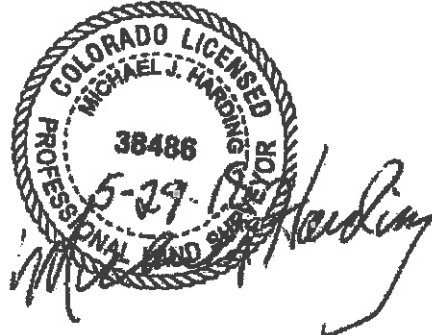
11. Thence, continuing along said West line, S.  $00^{\circ}17'07''$  E., a distance of 114.23 feet;

12. Thence, continuing along said West line, on the arc of a curve to the right, a radius of 1,730.00 feet, a central angle of  $21^{\circ}44'56''$ , a distance of 656.69 feet, (a chord bearing of S.  $10^{\circ}32'52''$  W., a distance of 652.76 feet), more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 31,755 sq. ft. (0.729 acres), more or less.

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N.  $02^{\circ}26'33''$  W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
116 Inverness Drive East, Suite 107  
Englewood, CO 80112



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**

**PARCEL NUMBER: RW-14**

**PROJECT CODE: 17638**

**DATE: May 29, 2018**

**DESCRIPTION**

A tract or parcel of land No. RW-14 of the Department of Transportation, State of Colorado Project No. 17638 containing 102,144 sq. ft. (2.345 acres), more or less, located in the NW 1/4 of the SW 1/4 and the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the southwest corner of said Section 22, thence N.  $26^{\circ}18'27''$  E., a distance of 2,460.93 feet to the East line of Lot 60 of Twin Oaks Amended, said point also being the TRUE POINT OF BEGINNING;

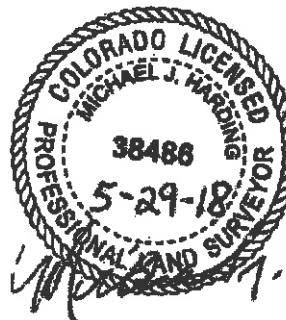
1. Thence, on the arc of a curve to the right, a radius of 560.00 feet, a central angle of  $25^{\circ}43'25''$ , a distance of 251.42 feet, (a chord bearing of N.  $63^{\circ}42'03''$  E., a distance of 249.31 feet);
2. Thence N.  $76^{\circ}33'46''$  E., a distance of 290.00 feet;
3. Thence N.  $00^{\circ}30'08''$  W., a distance of 291.36 feet;
4. Thence N.  $89^{\circ}29'52''$  E., a distance of 79.62 feet;
5. Thence S.  $00^{\circ}30'08''$  E., a distance of 165.40 feet;
6. Thence S.  $23^{\circ}56'08''$  W., a distance of 138.42 feet;
7. Thence S.  $00^{\circ}19'49''$  E., a distance of 222.07 feet;
8. Thence, on the arc of a curve to the right, a radius of 30.00 feet, a central angle of  $89^{\circ}45'11''$ , a distance of 46.99 feet, (a chord bearing of S.  $44^{\circ}44'30''$  W., a distance of 42.33 feet);

9. Thence S.  $00^{\circ}34'29''$  E., a distance of 10.19 feet to the North right-of-way line of Territorial Road;
10. Thence, along said North right-of-way line, S.  $89^{\circ}40'21''$  W., a distance of 19.16 feet;
11. Thence N.  $00^{\circ}19'39''$  W., a distance of 51.89 feet;
12. Thence, on the arc of a curve to the left, a radius of 30.00 feet, a central angle of  $90^{\circ}12'29''$ , a distance of 47.23 feet, (a chord bearing of N.  $45^{\circ}25'53''$  W., a distance of 42.50 feet);
13. Thence S.  $89^{\circ}27'52''$  W., a distance of 61.89 feet;
14. Thence, on the arc of a curve to the left, a radius of 535.00 feet, a central angle of  $31^{\circ}52'01''$ , a distance of 297.56 feet, (a chord bearing of S.  $73^{\circ}31'52''$  W., a distance of 293.74 feet) to said North right-of-way line;
15. Thence, along said North right-of-way line, S.  $89^{\circ}40'21''$  W., a distance of 133.27 feet to the southeast corner of said Lot 60;
16. Thence N.  $17^{\circ}13'41''$  E., a distance of 91.46 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 102,144 sq. ft. (2.345 acres), more or less.

**Basis of Bearings:** All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N.  $02^{\circ}26'33''$  W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
116 Inverness Drive East, Suite 107  
Englewood, CO 80112



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**  
**PARCEL NUMBER: RW-14A REV**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**DESCRIPTION**

A tract or parcel of land No. RW-14A REV of the Department of Transportation, State of Colorado Project No. 17638 containing 3,960 sq. ft. (0.091 acres), more or less, located in the NE 1/4 of the SW 1/4, in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

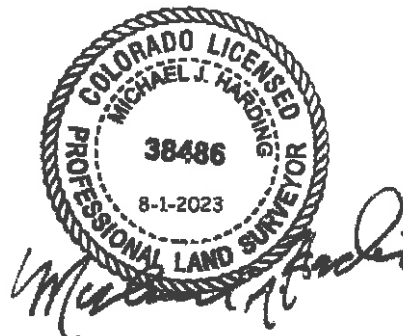
Commencing at the southwest corner of said Section 22, thence N. 35°43'59" E., a distance of 2,687.52 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence S. 89°40'21" W., a distance of 239.65 feet;
2. Thence, on the arc of a curve to the right, a radius of 535.00 feet, a central angle of 16°09'13", a distance of 150.83 feet, (a chord bearing of N. 81°23'16" E., a distance of 150.34 feet).
3. Thence N. 89°27'52" E., a distance of 61.89 feet;
4. Thence, on the arc of a curve to the right, a radius of 30.00 feet, a central angle of 74°31'09", a distance of 39.02 feet, (a chord bearing of S. 53°16'33" W., a distance of 36.33 feet), more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 3,960 sq. ft. (0.091 acres), more or less.

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, CO 80246



**EXHIBIT B**

**Town Property**

**(attached)**

**EXHIBIT "A"**

**PROJECT NUMBER: 17638**

**PARCEL NUMBER: 1-EX**

**PROJECT CODE: 17638**

**DATE: August 1, 2023**

**DESCRIPTION**

A tract or parcel of land No. 1-EX of the Department of Transportation, State of Colorado Project No. 17638 containing 24,211 sq. ft. (0.556 acres), more or less, located in the NW 1/4 of the SW 1/4 and the NE 1/4 of the SW 1/4, in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

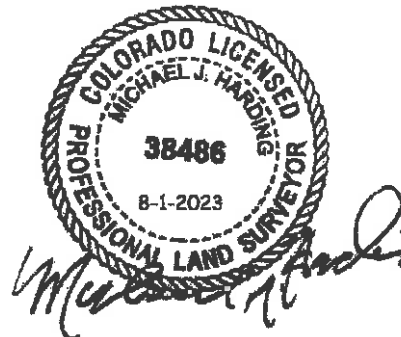
Commencing at the southwest corner of said Section 22, thence N. 28°32'43" E., a distance of 2,343.94 feet to the South right-of-way line of Territorial Road, said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 51°47'32" E., a distance of 97.72 feet to the North right-of-way line of said Territorial Road;
2. Thence, along said North right-of-way line, N. 89°40'21" E., a distance of 374.16 feet;
3. Thence S. 16°44'41" W., a distance of 62.77 feet to said South right-of-way line;
4. Thence, along said South right-of-way line, S. 89°40'21" W., a distance of 432.86 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 24,211 sq. ft. (0.556 acres), more or less.

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246



## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS SHOWN ON TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH CORNER COMMON TO SECTIONS 21 AND 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE N 77° 41' 49" E, A DISTANCE OF 943.39 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING;

THENCE N 04° 45' 10" E, A DISTANCE OF 27.10 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 695.00 FEET, A CENTRAL ANGLE OF 27° 21' 55" AND AN ARC LENGTH OF 331.94 FEET, THE CHORD OF WHICH BEARS N 18° 26' 08" E, A DISTANCE OF 328.80 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;

THENCE ALONG THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. S 17° 17' 13" W, A DISTANCE OF 338.39 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 04° 50' 22" AND AN ARC LENGTH OF 16.81 FEET, THE CHORD OF WHICH BEARS S19°42'24"W, A DISTANCE OF 16.80 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 5,511 SQUARE FEET OR 0.127 ACRES, MORE OR LESS.

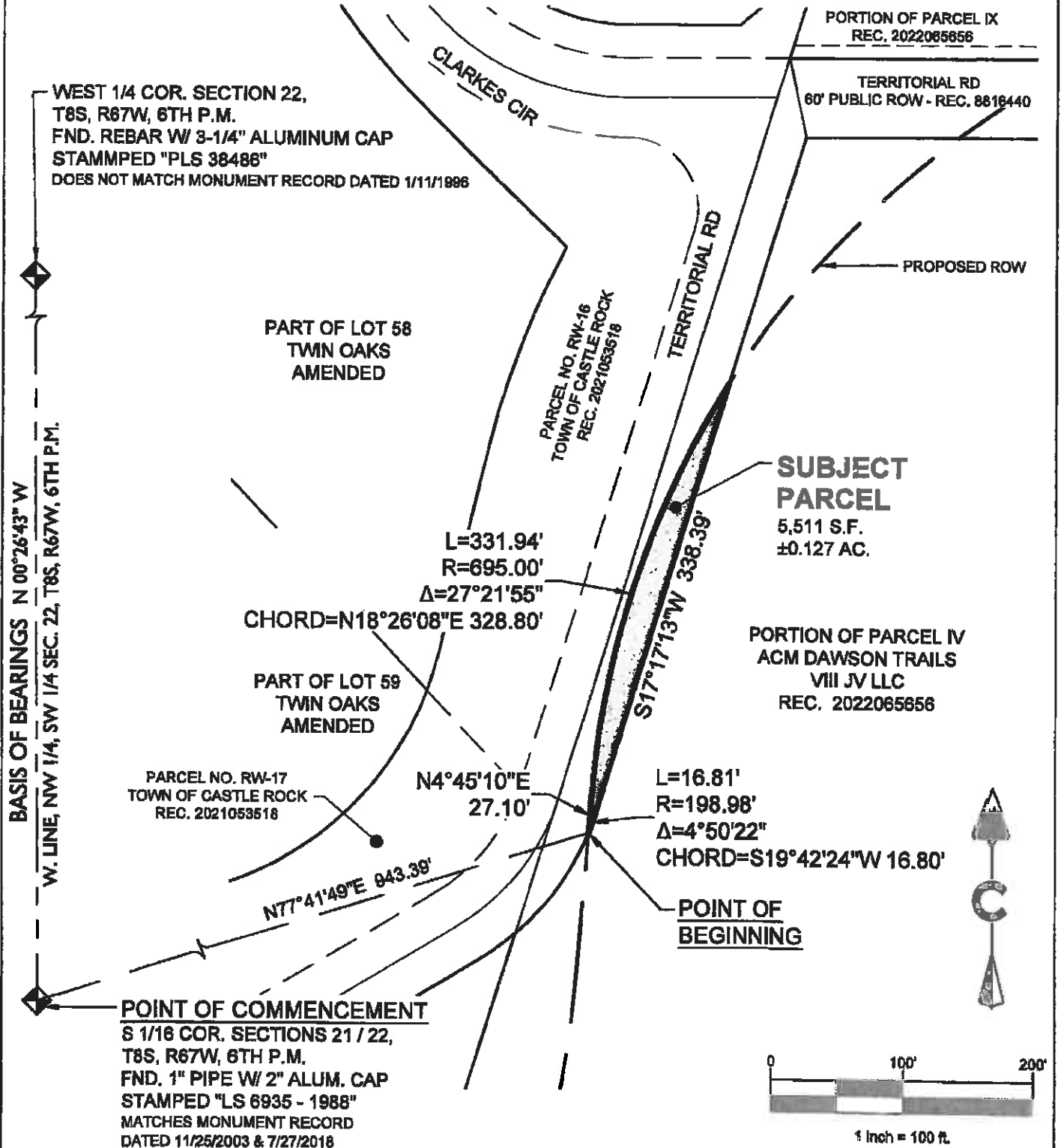
BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR N 00° 26' 43" W, FROM THE SOUTH SIXTEENTH CORNER COMMON TO SECTIONS 21 AND 22, BEING MONUMENTED BY A 1" PIPE WITH A 2" ALUMINUM CAP STAMPED "LS 6935 - 1988", TO THE EAST QUARTER CORNER OF SAID SECTION 22, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "PLS 38486", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

JEFFREY C. ANTON  
COLORADO PLS 38818  
FOR AND ON BEHALF OF  
CORE CONSULTANTS, INC.





# EXHIBIT



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

PROJECT: 20-224  
 DATE: 09/21/23  
 DR: ABF  
 QA: JCA  
 SHEET 2 OF 2

**CORE**

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

**EXHIBIT**  
**S22, T8S, R67W, 6TH P.M.**  
**TOWN OF CASTLE ROCK,**  
**DOUGLAS COUNTY, COLORADO**

**EXHIBIT C**

**ACM Property Deed**

(attached)

AFTER RECORDING RETURN TO:

Town of Castle Rock  
Town Attorney's Office  
Attention: Michael J. Hyman  
100 N. Wilcox Street  
Castle Rock, CO 80104

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(Space above this line is for recorder's use)

**SPECIAL WARRANTY DEED**

This special warranty deed is made on this \_\_\_\_ day of \_\_\_\_\_, 2023 by ACM DAWSON TRAILS VIII JV LLC, a Delaware limited liability company ("Grantor"), whose address is c/o Westside Property Investment Company, Inc., 4100 East Mississippi Avenue, Suite 500, Glendale, CO 80246. Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell and convey to TOWN OF CASTLE ROCK, a Colorado home rule municipal corporation ("Grantee"), whose address is c/o Town Attorney's Office, 100 N. Wilcox Street, Castle Rock, CO 80104, all of its right, title and interest in and to the following described real property, to-wit:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property");

Subject only to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference;

**THIS DEED EXPRESSLY EXCLUDES ANY AND ALL WATER RIGHTS UNDERLYING AND/OR APPURTENANT TO THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION ALL ADJUDICATED AND UNADJUDICATED DENVER BASIN GROUNDWATER UNDERLYING THE PROPERTY.**

With all its appurtenances (other than as set forth herein), and warrants the title against all persons claiming by, through or under Grantor.

**[Signature Page Immediately Follows]**

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

**ACM DAWSON TRAILS VIII JV LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Andrew R. Klein, Authorized Signatory

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Andrew R. Klein, as Authorized Signatory of ACM Dawson Trails VIII JV LLC, a Delaware limited  
liability company.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Legal Description of the Property**

**(attached)**

**EXHIBIT "A"**

**PROJECT NUMBER: 17638**

**PARCEL NUMBER: RW-12**

**PROJECT CODE: 17638**

**DATE: May 29, 2018**

**DESCRIPTION**

A tract or parcel of land No. RW-12 of the Department of Transportation, State of Colorado Project No. 17638 containing 31,755 sq. ft. (0.729 acres), more or less, located in the NE 1/4 of the SW 1/4 and SE 1/4 of the SW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the southwest corner of said Section 22, thence N. 49°50'55" E., a distance of 1,964.79 feet to the West line of Tract A in Dawson Ridge Filing A, said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 85°14'11" W., a distance of 61.00 feet;
2. Thence N. 04°45'49" E., a distance of 30.00 feet;
3. Thence N. 63°51'35" E., a distance of 62.64 feet;
4. Thence N. 15°44'20" E., a distance of 280.00 feet;
5. Thence N. 06°01'51" E., a distance of 122.00 feet;
6. Thence N. 09°45'52" W., a distance of 205.00 feet;
7. Thence N. 00°19'39" W., a distance of 139.16 feet to the South right-of-way line of Territorial Road;
8. Thence, along said South right-of-way line, N. 89°40'21" E., a distance of 36.62 feet to the West line of said Tract A;
9. Thence, along said West line, S. 00°17'07" E., a distance of 10.00 feet;

10. Thence, continuing along said West line, on the arc of a curve to the right, a radius of 31.00 feet, a central angle of  $86^{\circ}19'08''$ , a distance of 46.71 feet, (a chord bearing of S.  $47^{\circ}10'54''$  E., a distance of 42.41 feet);

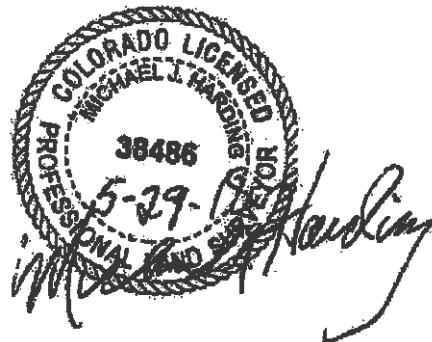
11. Thence, continuing along said West line, S.  $00^{\circ}17'07''$  E., a distance of 114.23 feet;

12. Thence, continuing along said West line, on the arc of a curve to the right, a radius of 1,730.00 feet, a central angle of  $21^{\circ}44'56''$ , a distance of 656.69 feet, (a chord bearing of S.  $10^{\circ}32'52''$  W., a distance of 652.76 feet), more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 31,755 sq. ft. (0.729 acres), more or less.

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N.  $02^{\circ}26'33''$  W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
116 Inverness Drive East, Suite 107  
Englewood, CO 80112



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**

**PARCEL NUMBER: RW-14**

**PROJECT CODE: 17638**

**DATE: May 29, 2018**

**DESCRIPTION**

A tract or parcel of land No. RW-14 of the Department of Transportation, State of Colorado Project No. 17638 containing 102,144 sq. ft. (2.345 acres), more or less, located in the NW 1/4 of the SW 1/4 and the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the southwest corner of said Section 22, thence N.  $26^{\circ}18'27''$  E., a distance of 2,460.93 feet to the East line of Lot 60 of Twin Oaks Amended, said point also being the TRUE POINT OF BEGINNING;

1. Thence, on the arc of a curve to the right, a radius of 560.00 feet, a central angle of  $25^{\circ}43'25''$ , a distance of 251.42 feet, (a chord bearing of N.  $63^{\circ}42'03''$  E., a distance of 249.31 feet);
2. Thence N.  $76^{\circ}33'46''$  E., a distance of 290.00 feet;
3. Thence N.  $00^{\circ}30'08''$  W., a distance of 291.36 feet;
4. Thence N.  $89^{\circ}29'52''$  E., a distance of 79.62 feet;
5. Thence S.  $00^{\circ}30'08''$  E., a distance of 165.40 feet;
6. Thence S.  $23^{\circ}56'08''$  W., a distance of 138.42 feet;
7. Thence S.  $00^{\circ}19'49''$  E., a distance of 222.07 feet;
8. Thence, on the arc of a curve to the right, a radius of 30.00 feet, a central angle of  $89^{\circ}45'11''$ , a distance of 46.99 feet, (a chord bearing of S.  $44^{\circ}44'30''$  W., a distance of 42.33 feet);



9. Thence S.  $00^{\circ}34'29''$  E., a distance of 10.19 feet to the North right-of-way line of Territorial Road;

10. Thence, along said North right-of-way line, S.  $89^{\circ}40'21''$  W., a distance of 19.16 feet;

11. Thence N.  $00^{\circ}19'39''$  W., a distance of 51.89 feet;

12. Thence, on the arc of a curve to the left, a radius of 30.00 feet, a central angle of  $90^{\circ}12'29''$ , a distance of 47.23 feet, (a chord bearing of N.  $45^{\circ}25'53''$  W., a distance of 42.50 feet);

13. Thence S.  $89^{\circ}27'52''$  W., a distance of 61.89 feet;

14. Thence, on the arc of a curve to the left, a radius of 535.00 feet, a central angle of  $31^{\circ}52'01''$ , a distance of 297.56 feet, (a chord bearing of S.  $73^{\circ}31'52''$  W., a distance of 293.74 feet) to said North right-of-way line;

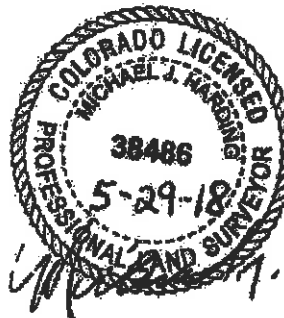
15. Thence, along said North right-of-way line, S.  $89^{\circ}40'21''$  W., a distance of 133.27 feet to the southeast corner of said Lot 60;

16. Thence N.  $17^{\circ}13'41''$  E., a distance of 91.46 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 102,144 sq. ft. (2.345 acres), more or less.

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N.  $02^{\circ}26'33''$  W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
116 Inverness Drive East, Suite 107  
Englewood, CO 80112



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**  
**PARCEL NUMBER: RW-14A REV**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**DESCRIPTION**

A tract or parcel of land No. RW-14A REV of the Department of Transportation, State of Colorado Project No. 17638 containing 3,960 sq. ft. (0.091 acres), more or less, located in the NE 1/4 of the SW 1/4, in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the southwest corner of said Section 22, thence N. 35°43'59" E., a distance of 2,687.52 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence S. 89°40'21" W., a distance of 239.65 feet;
2. Thence, on the arc of a curve to the right, a radius of 535.00 feet, a central angle of 16°09'13", a distance of 150.83 feet, (a chord bearing of N. 81°23'16" E., a distance of 150.34 feet).
3. Thence N. 89°27'52" E., a distance of 61.89 feet;
4. Thence, on the arc of a curve to the right, a radius of 30.00 feet, a central angle of 74°31'09", a distance of 39.02 feet, (a chord bearing of S. 53°16'33" W., a distance of 36.33 feet), more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 3,960 sq. ft. (0.091 acres), more or less.

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, CO 80246



## **EXHIBIT B**

### **Permitted Exceptions**

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Taxes and assessments for year 2023 and subsequent years.
6. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. [remainder to be inserted from title commitment]

**EXHIBIT D**

**ACM Access Deed**

(attached)

AFTER RECORDING RETURN TO:

Town of Castle Rock  
Town Attorney's Office  
Attention: Michael J. Hyman  
100 N. Wilcox Street  
Castle Rock, CO 80104

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(Space above this line is for recorder's use)

**ACCESS DEED**  
**(No Points of Access)**

This Access Deed is made on this \_\_\_\_ day of \_\_\_\_\_, 2023 by ACM DAWSON TRAILS VIII JV LLC, a Delaware limited liability company ("**Grantor**"), whose address is c/o Westside Property Investment Company, Inc., 4100 East Mississippi Avenue, Suite 500, Glendale, CO 80246. Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell and convey to the TOWN OF CASTLE ROCK, a Colorado home rule municipal corporation ("**Grantee**"), whose address is c/o Town Attorney's Office, 100 N. Wilcox Street, Castle Rock, CO 80104, all of its right of access to and from any part of the right-of-way of Dawson Trails Boulevard and Crystal Valley Parkway along and across the access lines described as follows:

See **Exhibit A** attached hereto and incorporated herein by this reference.

**[Signature Page Immediately Follows]**

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

**ACM DAWSON TRAILS VIII JV LLC,**  
**a Delaware limited liability company**

By: \_\_\_\_\_  
Andrew R. Klein, Authorized Signatory

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Andrew R. Klein, as Authorized Signatory of ACM Dawson Trails VIII JV LLC, a Delaware limited  
liability company.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**(See attached)**

**EXHIBIT "B"**

**PROJECT NUMBER: 17638**  
**PARCEL NUMBER: AC-12 & AC 14A**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**ACCESS DESCRIPTION**

**EACH AND EVERY RIGHT OR RIGHTS OF ACCESS OF THE GRANTOR to and from any part of the right-of-way of Dawson Ridge Boulevard and Territorial Road, town roads 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 NE 1/4 of the SW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado abutting upon said town roads, along and across the access line or lines described as follows:**

<b>17638</b>	<b>AC-12 &amp; AC 14A</b>	<b>Westerly of Dawson Ridge Boulevard</b>
<b>(Project No.)</b>	<b>(Parcel No.)</b>	<b>Location of Line</b>
<b>1. Beginning at a point, whence the southwest corner of said Section 22 bears, S. 39°10'18" W., a distance of 2,463.24 feet, Thence N. 09°45'52" W., a distance of 12.87 feet;</b>		
<b>2. Thence N. 00°19'39" W., a distance of 139.16 feet to the South right-of-way line of said Territorial Road;</b>		
<b>3. Thence N. 16°44'41" E., a distance of 62.77 feet to the North right-of-way line of said Territorial Road;</b>		
<b>4. Thence N. 00°19'39" W., a distance of 51.89 feet;</b>		
<b>5. Thence, on the arc of a curve to the left, a radius of 30.00 feet, a central angle of 15°41'20", a distance of 8.22 feet, (a chord bearing of N. 08°10'19" W., a distance of 8.19 feet)</b>		
<b>6. Thence S. 89°40'21" W., a distance of 239.65 feet to the terminus of this access line description, whence the southwest corner of said Section 22 bears, S. 31°22'57" W., a distance of 2,553.81 feet.</b>		



**NO ACCESS POINT**

**Basis of Bearings:** All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2019") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246



**EXHIBIT "B"**

**PROJECT NUMBER: 17638**  
**PARCEL NUMBER: AC-18 REV**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**ACCESS DESCRIPTION**

**EACH AND EVERY RIGHT OR RIGHTS OF ACCESS OF THE GRANTOR to and from any part of the right-of-way of Dawson Ridge Boulevard future extension and Territorial Road, town roads 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 NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado abutting upon said town roads, along and across the access line or lines described as follows:**

<b>17638</b>	<b>AC-18 REV</b>	<b>Northerly of Territorial Road &amp; Easterly of Dawson Ridge Boulevard future extension</b>
<b>(Project No.)</b>	<b>(Parcel No.)</b>	<b>Location of Line</b>
<b>1. Beginning at a point on the West right-of-way line of BNSF Railway Company, being also the beginning of a 139.93-foot-wide opening, whence the southwest corner of said Section 22 bears, S. 48°53'02" W., a distance of 3,678.86 feet,</b>		
<b>2. Thence N. 79°41'46" W., a distance of 58.68 feet;</b>		
<b>3. Thence, on the arc of a curve to the Left, a radius of 5729.58 feet, a central angle of 0°40'25", a distance of 67.36 feet, (a chord bearing of S. 16°13'50" W., a distance of 67.36 feet;</b>		
<b>4. Thence N. 79°41'46" W., a distance of 13.89 feet to the end of the 139.93-foot-wide opening;</b>		
<b>5. Thence N. 79°41'46" W., a distance of 222.37 feet;</b>		
<b>6. Thence S. 86°13'32" W., a distance of 589.79 feet;</b>		

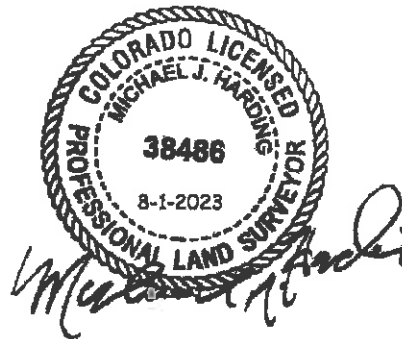
7. Thence N.  $56^{\circ}16'57''$  W., a distance of 110.87 feet to Dawson Ridge Boulevard future extension;

8. Thence N.  $00^{\circ}30'08''$  W., a distance of 212.19 feet to the terminus of this access line description, whence the southwest corner of said Section 22 bears, S.  $33^{\circ}58'03''$  W., a distance of 3,185.79 feet.

WIDTH	CENTER OF ACCESS	OPENING OPPOSITE
139.93'	Left	47+49.76

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2019") as being N.  $02^{\circ}26'33''$  W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd, Suite 1200-S  
Glendale, CO 80246



**EXHIBIT "B"**

**PROJECT NUMBER: 17638**  
**PARCEL NUMBER: AC-21 REV**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**ACCESS DESCRIPTION**

**EACH AND EVERY RIGHT OR RIGHTS OF ACCESS OF THE GRANTOR to and from any part of the right-of-way of Dawson Ridge Boulevard and Territorial Road, town roads 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 NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado abutting upon said town roads, along and across the access line or lines described as follows:**

<b>17638</b>	<b>AC-21 REV</b>	<b>Southerly of Territorial Road &amp; Easterly of Dawson Ridge Boulevard</b>
<b>(Project No.)</b>	<b>(Parcel No.)</b>	<b>Location of Line</b>
<b>1. Beginning at a point on the East right-of-way line of Dawson Ridge Boulevard, whence the southwest corner of said Section 22 bears, S. 41°46'35" W., a distance of 2,719.36 feet, Thence N. 00°17'07" W., along said East right-of-way line, a distance of 35.00 feet to the South right-of-way line of Territorial Road;</b>		
<b>2. Thence N. 89°40'21" E., along said South right-of-way line, a distance of 792.02 feet to the beginning of a 71.94-foot-wide opening;</b>		
<b>3. Thence N. 89°40'21" E., continuing along said South right-of-way line, a distance of 71.94 feet to the terminus of this access line description, whence the southwest corner of said Section 22 bears, S. 52°17'57" W., a distance of 3,381.48 feet.</b>		

WIDTH	CENTER OF ACCESS	OPENING OPPOSITE
71.94'	Right	47+42.59

**Basis of Bearings:** All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2019") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd, Suite 1200-S  
Glendale, CO 80246



**EXHIBIT E**

**ACM Easements**

(attached)

## TEMPORARY SLOPE AND DRAINAGE EASEMENT AGREEMENT

THIS TEMPORARY SLOPE AND DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between ACM DAWSON TRAILS VIII JV LLC, a Delaware limited liability company ("ACM"), and TOWN OF CASTLE ROCK, a Colorado home rule municipal corporation (the "Town"). ACM and the Town may be collectively referred to herein as the "Parties," and each individually as a "Party."

### RECITALS:

A. ACM is the owner of that certain real property situated in Douglas County, Colorado (the "County"), as more particularly described on Exhibit A attached hereto (the "ACM Property").

B. ACM has agreed to grant, sell, bargain and convey to the Town, and its agents, employees, contractors, representatives, and successors and assigns (the "Permittees"), a non-exclusive temporary easement in, to, over, upon, under, through and across the ACM Property for the purposes of: (i) the design and creation of slopes by cuts and fills of soil adjacent to public sidewalks and/or public rights-of-way, and the maintenance and re-creation thereof, which shall specifically include the right, in accordance with generally accepted engineering practices, to excavate, slope, cut, fill, construct retaining walls, install stormwater drainage pipes and/or facilities, and grade or otherwise change the natural contour of the ACM Property to support and accommodate the adjacent public street, roadway or sidewalk (collectively, the "Improvements"); and (ii) motorized and non-motorized vehicular and pedestrian ingress and egress, and the passage, temporary storage and temporary parking of construction and other related vehicles and supplies and materials related to the construction or maintenance of the Improvements (the "Easement").

### AGREEMENT:

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

1. Grant of Easement. ACM hereby grants, sells, bargains and conveys to the Town, and the Permittees and the successors and assigns of each, the Easement for the Easement Term (hereinafter defined), subject to the items set forth on Exhibit B attached hereto (the "Permitted Exceptions").

2. Scope of Easement. During the Easement Term, the Easement shall burden the ACM Property and the successors and assigns thereof and run with and be appurtenant thereto with the effect that any person or entity which acquires an interest

therein shall be entitled to such benefits and bound by such burdens. No Party or any person claiming by, through or under any Party shall interfere with or obstruct the use and enjoyment of the Easement by the Parties or their Permittees or impair the rights of the Parties or their Permittees under this Agreement.

3. Duration of Easement. The Easement shall commence on the Effective Date and shall automatically terminate on the date (the "Termination Date") that the Improvements and the Town's restoration obligations under Section 6 below have been completed (the "Easement Term"). On or after the Termination Date, the Parties shall execute a document prepared by ACM terminating the Easement and this Agreement.

4. ACM Reservation of Rights. ACM hereby reserves the right to use the ACM Property for all purposes and uses not inconsistent with the rights granted in this Agreement.

5. Notices. All notices shall be in writing and shall be hand delivered, sent by a national overnight courier, or sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

To the Town:

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

With a copy to:

Michael J. Hyman  
Town Attorney  
Town Attorney's Office  
Town of Castle Rock  
100 N. Wilcox Street  
Castle Rock, CO 80104

To ACM:

ACM Dawson Trails VIII JV LLC  
Attn: Andrew R. Klein and Lawrence P. Jacobson  
4100 E. Mississippi Ave., Suite 500  
Glendale, CO 80246

With a copy to:

Westside Property Investment Company, Inc.  
Attn: Jake Schroeder  
4100 E. Mississippi Ave., Suite 500  
Glendale, CO 80246

Notices delivered as aforesaid shall be deemed delivered on the earlier of actual receipt, or five (5) business days after deposited in the U.S. mail. Any Party may by written notice change or update address or e-mail information.

6. Restoration. Upon completion of the Improvements, Town shall, at its sole cost and expense, restore the ACM Property substantially to the condition in which it existed prior to entry thereon by the Town and/or its Permittees (except as improved in accordance with this Agreement) and satisfy all applicable laws, rules, regulations and codes with respect to the Improvements, including without limitation all applicable temporary erosion and sediment control and revegetation requirements.



7. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any property to or for the benefit of the general public or for any public purpose whatsoever.

8. Authority. Each Party represents and warrants to the other Parties that it has the power and authority to execute this Agreement and to perform the covenants contained herein, and that there are no third-party approvals required to execute this Agreement or to comply with the terms and provisions contained herein.

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

10. Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement between the Parties regarding the subject matter hereof. Any prior correspondence, memoranda or agreements between the Parties with respect to the subject matter hereof are merged herein and replaced by this Agreement.

11. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

12. Enforcement / Attorney Fees. In any action or proceeding to enforce or interpret this Agreement, including any appeal thereof, the prevailing Party shall be awarded, in addition to any amounts or relief otherwise awarded, its reasonable professional fees and costs, including without limitation attorney fees and costs.

13. Governing Laws. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Colorado, without giving effect to its conflicts of laws principles.

14. Captions. The captions and headings used in this Agreement are for convenience only and shall be of no legal effect or consequence.

15. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall automatically be added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

16. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated herein in full.

17. Relationship of Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, association or other similar relationship between or among the Parties. No term or

provision of this Agreement is intended to, or shall, be for the benefit of any person, firm organization or entity not a Party, and no such other person, firm, organization or entity shall have any right, benefit or cause of action under this Agreement.

18. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded, terminated or amended in whole or in part only by the Parties hereto by a written instrument duly executed and recorded in the real property records of the County.

19. Encumbrances. Neither the Town, nor its Permittees, or the successors or assigns thereof, shall at any time have the right under this Agreement to mortgage, pledge or otherwise encumber the ACM Property.

20. Additional Documents. The Parties agree to execute and deliver all other documents reasonably necessary to effectuate the terms and provisions of this Agreement.

[Signature page follows]

5

**EXHIBIT A**

**ACM Property**

**(attached)**

**EXHIBIT "A"**

**PROJECT NUMBER: 17638**  
**TEMPORARY EASEMENT NUMBER: TE-12**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**DESCRIPTION**

A Temporary Easement No. TE-12 of the Department of Transportation, State of Colorado Project No. 17638 containing 30,605 sq. ft. (0.703 acres), more or less, located in the NE 1/4 of the SW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said Temporary Easement being more particularly described as follows:

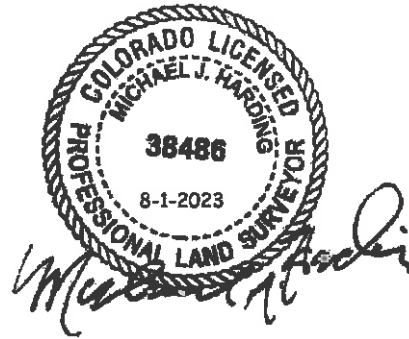
Commencing at the southwest corner of said Section 22, thence N. 36°47'10" E., a distance of 2,573.96 feet to the South right-of-way line of Territorial Road, said point also being the TRUE POINT OF BEGINNING;

1. Thence, along said South right-of-way line, N. 89°40'21" E., a distance of 11.55 feet;
2. Thence S. 00°19'39" E., a distance of 139.16 feet;
3. Thence S. 09°45'52" E., a distance of 205.00 feet;
4. Thence S. 06°01'51" W., a distance of 122.00 feet;
5. Thence S. 15°44'20" W., a distance of 192.26 feet;
6. Thence N. 73°34'44" W., a distance of 76.33 feet;
7. Thence N. 20°42'51" E., a distance of 105.26 feet;
8. Thence N. 11°47'38" E., a distance of 218.87 feet;
9. Thence N. 01°39'52" E., a distance of 313.34 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described Temporary Easement contains 30,605 sq. ft. (0.703 acres), more or less.

**Basis of Bearings:** All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**  
**TEMPORARY EASEMENT NUMBER: TE-14**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**DESCRIPTION**

A Temporary Easement No. TE-14 of the Department of Transportation, State of Colorado Project No. 17638 containing 9,676 sq. ft. (0.222 acres), more or less, located in the NW 1/4 of the SW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said Temporary Easement being more particularly described as follows:

Commencing at the southwest corner of said Section 22, thence N. 26°18'27" E., a distance of 2,460.93 feet to the East line of Lot 60, Twin Oaks Amended, said point also being the TRUE POINT OF BEGINNING;

1. Thence, along said East line, N. 17°13'41" E., a distance of 39.97 feet;
2. Thence N. 47°23'36" E., a distance of 167.21 feet;
3. Thence N. 57°23'42" E., a distance of 50.57 feet;
4. Thence S. 11°48'27" E., a distance of 77.88 feet;
5. Thence, on the arc of a curve to the left, a radius of 560.00 feet, a central angle of 22°32'18", a distance of 220.29 feet, (a chord bearing of S. 62°06'30" W., a distance of 218.87 feet), more or less, to the TRUE POINT OF BEGINNING.

The above-described Temporary Easement contains 9,676 sq. ft. (0.222 acres), more or less.

**Basis of Bearings:** All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**  
**TEMPORARY EASEMENT NUMBER: TE-14 A**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**DESCRIPTION**

A Temporary Easement No. TE-14 A of the Department of Transportation, State of Colorado Project No. 17638 containing 11,648 sq. ft. (0.267 acres), more or less, located in the NE 1/4 of the SW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said Temporary Easement being more particularly described as follows:

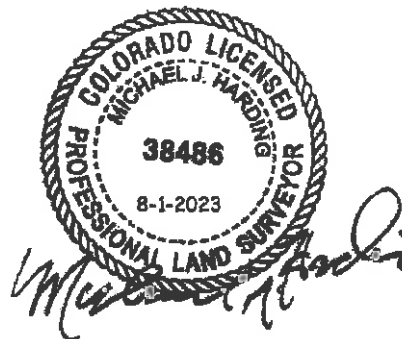
Commencing at the southwest corner of said Section 22, thence N. 32°03'20" E., a distance of 2,778.48 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 00°30'08" W., a distance of 109.57 feet;
2. Thence N. 89°27'58" E., a distance of 121.82 feet;
3. Thence S. 00°30'08" E., a distance of 81.66 feet;
4. Thence S. 76°33'46" W., a distance of 125.00 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described Temporary Easement contains 11,648 sq. ft. (0.267 acres), more or less.

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246





**EXHIBIT "A"**

**PROJECT NUMBER: 17638**  
**TEMPORARY EASEMENT NUMBER: TE-18 A**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**DESCRIPTION**

A Temporary Easement No. TE-18 A of the Department of Transportation, State of Colorado Project No 17638 containing 30,014 sq. ft. (0.689 acres), more or less, located in the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4, in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said Temporary Easement being more particularly described as follows:

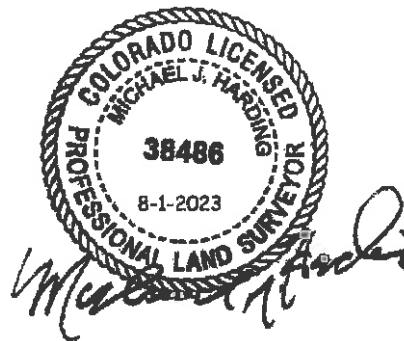
Commencing at the southwest corner of said Section 22, thence N. 35°10'10" E., a distance of 3,092.00 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 89°27'52" E., a distance of 273.08 feet;
2. Thence, on the arc of a curve to the right, a radius of 2,757.00 feet, a central angle of 10°50'22", a distance of 521.58 feet, (a chord bearing of S. 85°06'57" E., a distance of 520.80 feet);
3. Thence S. 79°41'46" E., a distance of 209.95 feet to the West right-of-way line of BNSF Railway Company;
4. Thence, along said West right-of-way line, S. 15°18'00" W., a distance of 30.11 feet;
5. Thence N. 79°41'46" W., a distance of 207.32 feet;
6. Thence, on the arc of a curve to the left, a radius of 2,727.00 feet, a central angle of 10°50'22", a distance of 515.90 feet, (a chord bearing of N. 85°06'57" W., a distance of 515.14 feet);
7. Thence S. 89°27'52" W., a distance of 273.10 feet;
8. Thence N. 00°30'08" W., a distance of 30.00 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described Temporary Easement contains 30,014 sq. ft. (0.689 acres), more or less.

**Basis of Bearings:** All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**  
**TEMPORARY EASEMENT NUMBER: TE-21**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**DESCRIPTION**

A Temporary Easement No. TE-21 of the Department of Transportation, State of Colorado Project No. 17638 containing 386,947 sq. ft. (8.883 acres), more or less, being part of Tract B of Dawson Ridge Filing A, located in the NE 1/4 of the SW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said Temporary Easement being more particularly described as follows:

Commencing at the southwest corner of said Section 22, thence N. 46°02'43" E., a distance of 2,448.59 feet to the East right-of-way line of Dawson Ridge Boulevard, said point also being the TRUE POINT OF BEGINNING;

1. Thence, along said East right-of-way line, N. 02°52'22" E., a distance of 210.37 feet;
2. Thence, continuing along said East right-of-way line, N. 00°17'07" W., a distance of 79.44 feet;
3. Thence, continuing along said East right-of-way line, on the arc of a curve to the right, a radius of 38.68 feet, a central angle of 90°31'01", a distance of 61.11 feet, (a chord bearing of N. 44°58'24" E., a distance of 54.95 feet);
4. Thence, continuing along said East right-of-way line, N. 00°17'07" W., a distance of 35.00 feet to the South right-of-way line of Territorial Road;
5. Thence, along said South right-of-way line of Territorial Road, N. 89°40'21" E., a distance of 792.02 feet;
6. Thence, on the arc of a curve to the right, a radius of 301.00 feet, a central angle of 11°44'30", a distance of 61.68 feet, (a chord bearing of S. 32°25'49" W., a distance of 61.58 feet);
7. Thence S. 38°18'04" W., a distance of 63.19 feet;

8. Thence, on the arc of a curve to the left, a radius of 359.00 feet, a central angle of 22°59'56", a distance of 144.10 feet, (a chord bearing of S. 26°48'06" W., a distance of 143.14 feet);

9. Thence S. 19°52'23" W., a distance of 100.32 feet;

10. Thence S. 15°17'57" W., a distance of 397.75 feet;

11. Thence S. 83°47'01" W., a distance of 184.28 feet;

12. Thence N. 63°32'16" W., a distance of 171.21 feet;

13. Thence N. 12°05'00" W., a distance of 120.07 feet;

14. Thence N. 16°10'350" E., a distance of 193.43 feet;

15. Thence N. 84°14'42" W., a distance of 191.53 feet;

16. Thence S. 59°28'37" W., a distance of 77.49 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described Temporary Easement contains 386,947 sq. ft. (8.883 acres), more or less.

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**  
**TEMPORARY EASEMENT NUMBER: TE-21 A**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**DESCRIPTION**

A Temporary Easement No. TE-21 A of the Department of Transportation, State of Colorado Project No. 17638 containing 23,680 sq. ft. (0.544 acres), more or less, being part of Tract B of Dawson Ridge Filing A, located in the NE 1/4 of the SW 1/4 in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said Temporary Easement being more particularly described as follows:

Commencing at the southwest corner of said Section 22, thence N. 46°02'43" E., a distance of 2,448.59 feet to the East right-of-way line of Dawson Ridge Boulevard, said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 59°28'37" E., a distance of 77.49 feet;
2. Thence, on the arc of a curve to the right, a radius of 1,945.00 feet, a central angle of 11°49'14", a distance of 401.27 feet, (a chord bearing of S. 10°35'11" W., a distance of 400.56 feet);
3. Thence N. 73°31'50" W., a distance of 71.18 feet to said East right-of-way line;
4. Thence, along said East right-of-way line, on the arc of a curve to the left, a radius of 400.44 feet, a central angle of 13°02'05", a distance of 91.10 feet, (a chord bearing of N. 20°17'38" E., a distance of 90.90 feet);
5. Thence, continuing along said East right-of-way line, on the arc of a curve to the left, a radius of 1,882.00 feet, a central angle of 07°41'59", a distance of 252.91 feet, (a chord bearing N. 09°55'36" E., a distance of 252.72 feet), more or less, to the TRUE POINT OF BEGINNING.

The above-described Temporary Easement contains 23,680 sq. ft. (0.544 acres), more or less.

**Basis of Bearings:** All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246



**EXHIBIT "A"**

**PROJECT NUMBER: 17638**  
**TEMPORARY EASEMENT NUMBER: TE-21 B**  
**PROJECT CODE: 17638**  
**DATE: August 1, 2023**  
**DESCRIPTION**

A Temporary Easement No. TE-21 B of the Department of Transportation, State of Colorado Project No. 17638 containing 9,148 sq. ft. (0.210 acres), more or less, located in the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4, in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said Temporary Easement being more particularly described as follows:

Commencing at the southwest corner of said Section 22, thence N. 51°32'48" E., a distance of 3,324.59 feet to the South right-of-way line of Territorial Road, said point also being the TRUE POINT OF BEGINNING;

1. Thence, along said South right-of-way line, N. 89°40'21" E., a distance of 71.94 feet;
2. Thence S. 15°18'00" W., a distance of 71.60 feet;
3. Thence S. 56°21'39" W., a distance of 77.83 feet;
4. Thence N. 84°07'40" W., a distance of 63.65 feet;
5. Thence, on the arc of a curve to the right, a radius of 359.00 feet, a central angle of 00°44'50", a distance of 4.68 feet, (a chord bearing of N. 37°55'39" E., a distance of 4.68 feet);
6. Thence N. 38°18'04" E., a distance of 63.19 feet;
7. Thence, on the arc of a curve to the left, a radius of 301.00 feet, a central angle of 11°44'30", a distance of 61.68 feet, (a chord bearing of N. 32°25'49" E., a distance of 61.58 feet), more or less, to the TRUE POINT OF BEGINNING.

The above-described Temporary Easement contains 9,148 sq. ft. (0.210 acres), more or less.

**Basis of Bearings:** All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246





## **EXHIBIT B**

### **Permitted Exceptions**

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Taxes and assessments for year 2023 and subsequent years.
6. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. [Rest to be inserted based on title commitment]

**EXHIBIT F**

**Town Property Deed**

(attached)

AFTER RECORDING RETURN TO:

ACM Dawson Trails VIII JV LLC  
Attention: Andrew R. Klein  
4100 E. Mississippi Ave., Suite 500  
Glendale, CO 80246

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(Space above this line is for recorder's use)

**SPECIAL WARRANTY DEED**

This special warranty deed is made on this \_\_\_\_ day of \_\_\_\_\_, 2023 by **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation ("**Grantor**"), whose address is c/o Town Attorney's Office, 100 N. Wilcox Street, Castle Rock, CO 80104. Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell and convey to **ACM DAWSON TRAILS VIII JV LLC**, a Delaware limited liability company ("**Grantee**"), whose address is c/o Westside Property Investment Company, Inc., 4100 East Mississippi Avenue, Suite 500, Glendale, CO 80246, all of its right, title and interest in and to the following described real property, to-wit:

See Exhibit A attached hereto and incorporated herein by this reference (the "**Property**");

Subject only to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference;

**THIS DEED EXPRESSLY EXCLUDES ANY AND ALL WATER RIGHTS UNDERLYING AND/OR APPURTENANT TO THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION ALL ADJUDICATED AND UNADJUDICATED DENVER BASIN GROUNDWATER UNDERLYING THE PROPERTY.**

With all its appurtenances (other than as set forth herein), and warrants the title against all persons claiming by, through or under Grantor.

**[Signature Page Immediately Follows]**

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

**TOWN OF CASTLE ROCK,**  
a Colorado home rule municipal corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

**(attached)**

**EXHIBIT "A"**

**PROJECT NUMBER: 17638**

**PARCEL NUMBER: 1-EX**

**PROJECT CODE: 17638**

**DATE: August 1, 2023**

**DESCRIPTION**

A tract or parcel of land No. 1-EX of the Department of Transportation, State of Colorado Project No. 17638 containing 24,211 sq. ft. (0.556 acres), more or less, located in the NW 1/4 of the SW 1/4 and the NE 1/4 of the SW 1/4, in Section 22, Township 8 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, Colorado, said tract or parcel being more particularly described as follows:

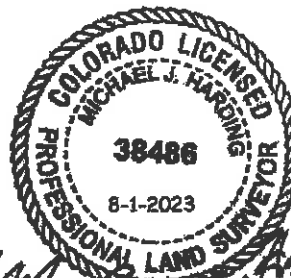
Commencing at the southwest corner of said Section 22, thence N. 28°32'43" E., a distance of 2,343.94 feet to the South right-of-way line of Territorial Road, said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 51°47'32" E., a distance of 97.72 feet to the North right-of-way line of said Territorial Road;
2. Thence, along said North right-of-way line, N. 89°40'21" E., a distance of 374.16 feet;
3. Thence S. 16°44'41" W., a distance of 62.77 feet to said South right-of-way line;
4. Thence, along said South right-of-way line, S. 89°40'21" W., a distance of 432.86 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 24,211 sq. ft. (0.556 acres), more or less.

Basis of Bearings: All bearings are based on a line between the southwest corner of Section 22, (being a 2.5" aluminum cap stamped "LS 6935 1988") and the West 1/4 corner of Section 22 (being a set 2.5" aluminum cap stamped "WOOLPERT T8S-R67W 1/4 S21 S22 PLS 38486 2018") as being N. 02°26'33" W.

For and on Behalf of the  
Town of Castle Rock  
Michael J. Harding, PLS 38486  
720 S. Colorado Blvd., Suite 1200-S  
Glendale, Co 80246



## **EXHIBIT B**

### **Permitted Exceptions**

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Taxes and assessments for year 2023 and subsequent years.
6. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. [remainder to be inserted from title commitment]

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS SHOWN ON TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH CORNER COMMON TO SECTIONS 21 AND 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE N 77° 41' 49" E, A DISTANCE OF 943.39 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING;

THENCE N 04° 45' 10" E, A DISTANCE OF 27.10 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 695.00 FEET, A CENTRAL ANGLE OF 27° 21' 55" AND AN ARC LENGTH OF 331.94 FEET, THE CHORD OF WHICH BEARS N 18° 26' 08" E, A DISTANCE OF 328.80 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;

THENCE ALONG THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. S 17° 17' 13" W, A DISTANCE OF 338.39 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 04° 50' 22" AND AN ARC LENGTH OF 16.81 FEET, THE CHORD OF WHICH BEARS S19°42'24"W, A DISTANCE OF 16.80 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 5,511 SQUARE FEET OR 0.127 ACRES, MORE OR LESS.

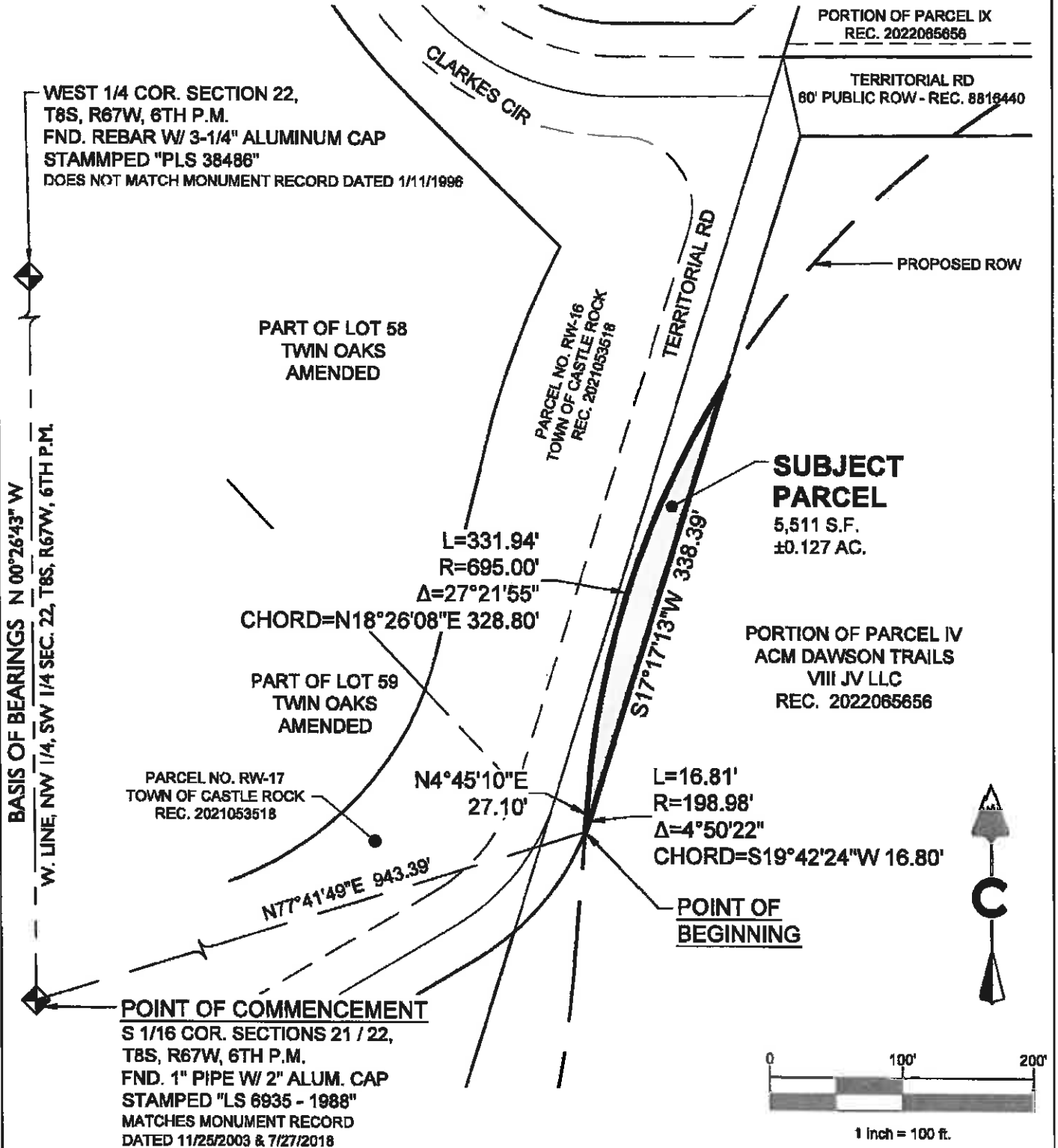
BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR N 00° 26' 43" W, FROM THE SOUTH SIXTEENTH CORNER COMMON TO SECTIONS 21 AND 22, BEING MONUMENTED BY A 1" PIPE WITH A 2" ALUMINUM CAP STAMPED "LS 6935 - 1988", TO THE EAST QUARTER CORNER OF SAID SECTION 22, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "PLS 38486", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

JEFFREY C. ANTON  
COLORADO PLS 38818  
FOR AND ON BEHALF OF  
CORE CONSULTANTS, INC.





# EXHIBIT



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

PROJECT: 20-224  
 DATE: 09/21/23  
 DR: ABF  
 QA: JCA  
 SHEET 2 OF 2



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

**EXHIBIT**  
**S22, T8S, R67W, 6TH P.M.**  
**TOWN OF CASTLE ROCK,**  
**DOUGLAS COUNTY, COLORADO**