

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") dated as of November 7, 2017 (the "Agreement Date") is between PLUM CREEK CA, LLC, a Colorado limited liability company ("PCCA" or "Seller"), and the TOWN OF CASTLE ROCK, a Colorado home rule municipality, acting by and through the CASTLE ROCK WATER ENTERPRISE ("Town" or "Buyer").

### RECITALS

A. PCCA owns, or will own prior to closing of the specified purchase and sale, certain real property, infrastructure, water rights and contractual rights in Douglas County, Colorado, that are more fully described and defined in this Agreement as the "Property."

B. The Town desires to acquire additional water and water rights and additional infrastructure and real property to construct additional infrastructure for its municipal water and utility systems and to this end, the Town seeks to acquire the Property.

C. PCCA is willing to sell the Property to the Town and the Town is willing to purchase the Property on and subject to the terms and conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

### AGREEMENT

1. Property Defined. As used in this Agreement, the term "Property" means the following described property in Douglas County, Colorado:

(a) Bell Mountain Tracts. The real property described in Exhibit A, in fee simple, together with PCCA's interest in all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments appertaining to or otherwise benefiting or used in connection with the fee simple real property (the "Bell Mountain Tracts").

(b) Bell Mountain Easements. The permanent easements described in Exhibit B (together, the "Bell Mountain Easements"), together with PCCA's interest in all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments appertaining to or otherwise benefiting or used in connection with the Bell Mountain Easements.

(c) Buyer's Plum Creek Easements. The Buyer's Plum Creek Easements are the Buyer's Storage Easement and the Pipeline Easement (as defined below), together with PCCA's interest in all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments appertaining to or otherwise benefiting or used in connection therewith, which are further described with reference to the following:

- (i) The Plum Creek Easements. The easement granted under a Donation Deed of Perpetual Easement dated May 30, 2006 and Recorded on August 4, 2006 at Reception No. 2006067074 (“Storage Easement”) and a second Donation Deed of Perpetual Easement dated May 30, 2006 and Recorded on August 4, 2006 at Reception No. 2006067075 (“Pipeline Easement”). The Storage Easement and Pipeline Easement are referred to collectively as the “Plum Creek Easements.”
- (ii) Buyer’s Storage Easement. For purposes of the sale of the Property to Buyer, the Storage Easement has been divided into three easement parcels. The two easement parcels that are part of the Property and that will be conveyed to Buyer are legally described in (A) Exhibit C-1, which parcel is referred to in this Agreement as the “Buyer’s Principal Storage Easement” and (B) Exhibit C-2, which parcel is referred to in this Agreement as the “Restricted Easement.” The Buyer’s Principal Storage Easement and the Restricted Easement are collectively referred to as the “Buyer’s Storage Easement.”
- (iii) Seller’s Retained Easement. That portion of the Storage Easement that is not being conveyed to Buyer as part of the Buyer’s Storage Easement is referred to in this Agreement as the “Seller’s Retained Easement”. The Property being sold to Buyer does not include, and United Water & Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (“United”), is retaining all right, title and interest in and to, Seller’s Retained Easement, together with United’s interest in all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments appertaining to or otherwise benefiting or used in connection with the Seller’s Retained Easement.
- (iv) For reference purposes only, a diagram of the Buyer’s Storage Easement and the Seller’s Retained Easement is attached as Exhibit C-3.
- (v) Pipeline Easement. The Pipeline Easement in its entirety is part of the Property that will be conveyed to Buyer and is legally described in Exhibit C-4. Seller retains no interest in the Pipeline Easement.

(d) The permanent easements described in Exhibit D (collectively, the “Ravenna Pipeline Easements”), together with PCCA’s interest in all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments appertaining to or otherwise benefiting or used in connection with the Ravenna Pipeline Easements.

(e) The permanent easements described in Exhibit E (collectively, the “Cherokee Ranch Easements”), together with PCCA’s interest in all reversions,

remainders, easements, rights-of-way, appurtenances, hereditaments appertaining to or otherwise benefiting or used in connection with the Cherokee Ranch Easements.

(f) The Bell Mountain Easements, the Buyer's Storage Easement, the Pipeline Easement, the Ravenna Pipeline Easements and the Cherokee Ranch Easements shall be referred to as the "Easements."

(g) The Denver Basin groundwater and water rights described on Exhibit F (the "Water Rights"), which water and water rights include the Bell Mountain Ground Water, the Cherokee Ranch Ground Water and the direct flow and storage water rights (the "Ravenna Water Rights") (all as defined in Exhibit F), including all of Seller's interest in the Water Rights, and including all of Seller's interest in the Water Rights Improvements (as defined below).

(h) All buildings, structures, improvements, and appurtenances located on the Easements and the Bell Mountain Tracts (the "Improvements") including (i) the Plum Creek diversion, storage and delivery system which includes an existing reservoir, a diversion structure and existing pumps and pipelines and any other equipment or facilities relating thereto (the "Plum Creek Improvements"); and (ii) all water diversion, carriage, storage or transmission structures and facilities, pumps, outlet works, wells, headgates, ditches, ponds, reservoirs, plumes, measuring devices, splitter boxes and other equipment and facilities related thereto related to the Bell Mountain Ground Water (the "Bell Mountain Improvements"). The principal components of the Plum Creek Improvements are further depicted on Exhibit G. The principal components of the Bell Mountain Improvements are further depicted on Exhibit H. Collectively, the Plum Creek Improvements and the Bell Mountain Improvements shall be referred to as the "Water Rights Improvements."

(i) Seller's interest in any leases, utility rights and/or capacity, easement licenses, approvals, decrees, and permits and agreement and rights appurtenant to the Bell Mountain Tracts, Easements, Water Rights and Improvements, or owned or used by Seller in connection with the Bell Mountain Tracts, Easements, Water Rights and Improvements, it being the intention of the parties that the Town succeed to any rights and obligations of the Seller pertaining in any way to the Bell Mountain Tracts, Easements, Water Rights and Improvements;

(j) All of Seller's right, title and interest in and to the agreements, personal property (tangible or intangible), rights of way, licenses, well permits, approvals and permits (including any federal, state or local permits or approvals for the Plum Creek diversion) and agreements and other rights owned or used by Seller in connection with the Water Rights Systems (as defined below) or the Plum Creek System (as defined below) as described on Exhibit J attached hereto (the "System Personal Property"); and

(k) The Plum Creek Improvements, those Easements applicable to the Plum Creek Improvements, and the System Personal Property associated with the Plum Creek Improvements are sometimes referred to herein as the "Plum Creek System." The Bell Mountain Tracts, the Water Rights, the Water Rights Improvements, those Easements applicable to the Water Rights Improvements, and the System Personal Property

associated with the Water Rights Improvements are sometimes referred to herein as the "Water Rights Systems."

2. Agreement to Purchase. The Town agrees to purchase from PCCA and PCCA agrees to sell to the Town the Property on and subject to the terms and conditions provided herein.

3. Purchase Price. The purchase price ("Purchase Price") for the Property will be \$22,500,000.00, which is allocated among the components of the Property as follows:

(a) \$10,500,000 for the Plum Creek System; and

(b) \$12,000,000 for the Water Rights Systems.

4. Payment of Purchase Price/Earnest Money Deposit. The Purchase Price will be paid by the Town to PCCA in full, adjusted for the Closing Adjustments as set forth in this Agreement, in cash or by wire transfer or other immediately available funds at Closing. Within three (3) business days after the Agreement Date, Town shall tender the sum of One Hundred Fifty Thousand Dollars (\$150,000) to Land Title Guarantee Company ("Title Company") as escrow holder, for deposit into an interest-bearing account. This deposit together with any interest earned thereon is collectively referred to as the "Deposit" or "Earnest Money." Title Company's receipt of the Deposit shall be acknowledged by its execution of this Agreement or a separate escrow Agreement with Seller and Buyer. At Closing, the Deposit will be paid to Seller as a part of the Purchase Price.

5. Title Insurance. Seller has furnished to the Town, at Seller's expense, commitments for title insurance issued by (i) Old Republic National Title Insurance Company, File No. ABN70454469, attached as *Exhibit K-1*, committing to insure Town's title in the Buyer's Storage Easement, the Pipeline Easement and the Ravenna Pipeline Easements, and (ii) North American Title Insurance Company, Filing No. 36200-16-02845, attached as *Exhibit K-2*, committing to insure Town's title in the Bell Mountain Tracts, Bell Mountain Easements, and the Cherokee Ranch Easements (collectively, the "Title Commitments"). The Property insured under the Title Commitments shall be referred to as the "Insured Property." Seller will cause the Title Companies to deliver to the Town, promptly after the Closing, owner's title insurance policies issued by the Title Companies insuring the Town's title to the Insured Property consistent with the Title Commitments (the "Title Policies"), subject only to the Schedule B-2 exceptions (the "Permitted Exceptions") identified in the Title Commitments. Seller and the Town will each pay one half of the premium for the Title Policies at Closing. Town, at its discretion and at its sole expense, may obtain additional endorsements to the Title Commitments and establish a greater amount of the insurance on the Insured Properties and the endorsement, the additional cost of which shall be paid entirely by the Town at Closing.

6. Changes to Title. The Town will have three (3) business days after the Town's receipt of any amendment to the Title Commitments to notify Seller of any objections to any items identified in the amended Title Commitments or any items impacting marketable title to the Water Rights (the "Title Objection Notice"). Any exceptions noted in the amended Title Commitments or any items impacting marketable title to the Water Rights that are not objected to within such three (3) business day period will be deemed approved by the Town and will become Permitted Exceptions. Seller will have until three (3) business days after receipt of the

Town's Title Objection Notice ("Seller's Cure Period") to elect, at its sole option and discretion, to (a) cure any or all items to which the Town has objected, (b) cause such items to be modified in a manner which is satisfactory to the Town, or (c) not to cure any or all such items. If, during Seller's Cure Period, Seller fails to cure to the satisfaction of the Town any title objection in the Title Objection Notice, or elects not to cure, then the Town may elect, as its exclusive remedy with respect to the objections in the Title Objection Notice, either to (a) waive the objections by written notice to Seller and proceed to Closing, or (b) terminate this Agreement by giving written notice to Seller within three (3) business days after Seller's Cure Period, in which case the Earnest Money will be returned to the Town, and thereafter the parties will have no further rights and will be released from all obligations hereunder other than those rights and obligations that expressly survive termination of this Agreement. If the Town fails to give timely notice of termination or if the Town proceeds to Closing, the Town will be deemed to have elected to waive all objections and accepted all of the Permitted Exceptions. The Closing Date established in Section 10 below shall be extended on a day for day basis to accommodate the notice and cure time periods outlined in this Section 6.

7. Review of Property. The Town acknowledges that the Town and the Town's agents, contractors, employees and permittees (collectively, the "Town Permittees") have had access to the Insured Property prior to the Agreement Date, and may at any time prior to Closing enter upon the Insured Property for the purpose of inspecting the Insured Property, including making surveys, reports and investigations, conducting soils, water availability and other tests, conducting environmental audits, and undertaking such other investigation of the Insured Property and other portions of the Property as the Town shall deem necessary for its intended uses of the Property. The Town will not make any permanent modifications to the Insured Property and will leave the Insured Property in substantially the same condition as existed at the time of entry upon the Property by the Town or the Town Permittees. Any entry on the Insured Property by the Town or the Town Permittees shall be at the sole risk, cost and expense of the Town. The Town shall pay when due all costs and expenses incurred in the performance of any such inspection or conducting such tests and investigations and shall reimburse and hold harmless Seller from any loss from mechanic's liens, claims for nonpayment of such charges or for damages or injuries arising out of the negligent acts, willful misconduct or omissions hereunder by the Town or the Town Permittees relating to their entry onto the Insured Property, including those persons performing such inspections or conducting such tests and investigations. Notwithstanding any other provision of this Agreement, the obligations of the Town under this Section 7 will survive the Closing or the termination of this Agreement by the Town or Seller for any reason.

8. Property Documents. The Town acknowledges that prior to and following the Agreement Date, the Town has had complete access to, and Seller and the United Affiliates (as defined in Section 9.5 below) have made available to the Town and its consultants and representatives, copies of its files and records related to the Property including the following documents in the possession or control of the Seller or United Affiliates: all documents relating to the Water Rights (including, but not limited to, all documents conveying an interest in the Water Rights and/or related facilities, all water decrees, well permits, water rights engineering reports and correspondence, diversion records, and any correspondence with the local or state agencies concerning water rights or water supply issues), soils reports, mineral studies, oil, gas and mineral leases, environmental reports and studies, environmental notices received by Seller, plats, permits, development agreements, topographical and other maps, engineering plans and

reports, easement agreements, and all other information and documentation pertaining to the Property in the possession of or known to Seller or the United Affiliates (collectively, the "Property Documents"). The Town acknowledges and agrees that all Property Documents delivered or made available by Seller to the Town are for the Town's information and use only, and Seller makes no representation or warranty as to the accuracy or completeness of any such Property Documents or the Town's ability to use any of such Property Documents. The Town acknowledges that it shall be solely responsible for verifying all information contained in the Property Documents, including the completeness, accuracy and applicability of the Property Documents.

9. Other Agreements and Covenants.

9.1. Water Supply Agreement. Following Closing, the Town shall provide water service to the real property described and depicted in Exhibit L attached hereto (the "Sutton Property"). The terms of such services are prescribed in the Water Supply Agreement, a copy of which is attached hereto as Exhibit M (the "Water Supply Agreement"). At Closing, the Town and CAW Equities, L.L.C. will execute the Water Supply Agreement.

9.2. Excess Effluent Option Agreement. At Closing, the Town will grant United an option to lease the Town's excess effluent for a period of five (5) years following Closing. The terms of such option shall be in the form of the Excess Effluent Option Agreement, a copy of which is attached hereto as Exhibit N (the "Excess Effluent Option Agreement"). At Closing, the Town and United will execute the Excess Effluent Option Agreement.

9.3. Ravenna Agreements. United Water & Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise ("United Ravenna Enterprise") and Ravenna Metro District ("Ravenna") are parties to a Lease Purchase and Pledge Agreement dated July 1, 2007 ("Lease Purchase Agreement"), and a First Amended and Restated Water Service Agreement dated June 20, 2006 as amended by a First Amendment to the First Amended and Restated Water Service Agreement (as amended the "Ravenna Water Service Agreement") dated as of September 30, 2008 whereby Ravenna has been granted certain rights in the Plum Creek System. Prior to Closing, (a) Seller shall provide evidence to the Town that the Lease Purchase Agreement and the Ravenna Water Service Agreement have been terminated and (b) the Town and Ravenna shall enter into a new water service agreement replacing the Ravenna Water Service Agreement (the "Castle Rock – Ravenna Water Service Agreement"), which shall be acceptable to the Town in its reasonable discretion (together, the "Ravenna WSA Conditions"). The satisfaction of the Ravenna WSA Conditions shall be conditions to the Town's obligation to purchase the Property at Closing.

9.4. Lochbuie Agreement. United and the Town of Lochbuie ("Lochbuie") are parties to a Plum Creek Delivery Operating Agreement (the "Lochbuie Water Service Agreement") whereby Lochbuie has been granted certain rights in the Plum Creek System. At Closing, the Town and Seller (or United) will enter into a Partial Assignment of First Amended and Restated Water Resource Credit Agreement; Plum Creek Delivery System Operating Agreement; Bell Mountain Ranch Homeowners' Association Settlement Agreement; Amended and Restated Emergency Interconnect Agreement; and Easement Agreement (the "Lochbuie Partial Assignment Agreement"), whereby the rights and obligations under the Lochbuie Water Service Agreement are assigned to and assumed by the Town and such assignment is

consented to by Lochbuie and Ravenna, which Lochbuie Partial Assignment Agreement shall be in the form attached hereto as Exhibit O. The Lochbuie Partial Assignment Agreement shall also include the assignment by all applicable parties (as set forth in the Lochbuie Partial Assignment Agreement) to the Town of the rights and obligations under the following agreements:

- (a) First Amended and Restated Water Resource Credit Agreement between Lochbuie and Bromley District Water Providers, L.L.C. ("Bromley"), dated October 16, 2002 (the "Water Resource Credit Agreement"), but only with respect to United's rights, titles and interests in and to Section 8 of the Water Resource Credit Agreement as they relate to the Bell Mountain Ranch wells and Plum Creek Delivery System (each as defined and described in the Lochbuie Partial Assignment Agreement);
- (b) The Plum Creek Delivery System Operating Agreement between United, as a successor in interest to Silver Peaks Metropolitan District No. 1, and Bromley District Water Providers, L.L.C., and Lochbuie, dated February 14, 2003;
- (c) the Bell Mountain Ranch Settlement Agreement among Bromley, Diversified Mortgage Guarantee, LLC, Carol A. Wilkens, Robert A. Lembke, Castle Pines Land Trust, Richard A. Damiano, Damiano Family Trust, and CAW Equities, L.L.C., dated February 27, 2009 and the First Amendment to Settlement Agreement dated Feb. 22, 2010, which was recorded on May 28, 2010;
- (d) the Amended and Restated Emergency Interconnect Agreement among Bromley, United and Lochbuie dated April 30, 2009 and recorded on March 10, 2010 at Reception No. 2010015231 of the records of the Douglas County Clerk and Recorder; and
- (e) Easement Agreement among Consolidated Bell Mountain Ranch Metropolitan District, United, as a successor in interest to Silver Peaks Metropolitan District No. 1, and Bromley District Water Providers, L.L.C., dated March 12, 2003, recorded May 4, 2003 at Reception No. 2003133365, to Town.

9.5. United Affiliates Affirmation Agreement. PCCA acquired or will acquire the Property from certain third party entities or individuals. These entities include United, Bromley, and CAW Equities, L.L.C. which are sometimes referred to in this Agreement as a "United Affiliate" and together the "United Affiliates." Buyer acknowledges that the United Affiliates originally acquired, developed and/or improved the Property prior to conveyance to PCCA and, therefore, the Town has requested confirmation from the United Affiliates as to certain representations and warranties relating to the Property. Seller shall cause the United Affiliates to confirm the same by having the United Affiliates execute at Closing an agreement in the form attached hereto as Exhibit P (the "United Affiliates Affirmation Agreement").

9.6. No Statements of Opposition. The United Affiliates and designated persons associated with the United Affiliates have agreed that following Closing they will not

file a statement of opposition or otherwise participate as a party in certain water court applications that the Town may file. The terms of such agreement shall be as set forth in the form of agreement attached hereto as Exhibit Q (“No Statement of Opposition Agreement”). At Closing, Seller will cause the “Non-Opposers” named in the No Statements of Opposition Agreement to execute and deliver the No Statements of Opposition Agreement to the Town.

9.7. Post-Closing Assistance Agreement. Following Closing, Seller will provide the Town with reasonable assistance in the transition of the administration and the operation of the Property in Douglas County, Colorado. The terms and conditions of such assistance shall be as set forth in the form of agreement attached hereto as Exhibit R (the “Post-Closing Assistance Agreement”). At Closing, the Town and United will execute the Post-Closing Assistance Agreement.

9.8. Storage Easement Owner Consent. At Closing, Seller will deliver the written consent of the fee owner of the property subject to the Storage Easement to each of the following: (a) the transfer of the Buyer’s Storage Easement to the Town; (b) the Town’s intended use of the Storage Easement to develop its water resources; and (c) the Town and CAW Equities, L.L.C. entering into the Water Supply Agreement. The terms of such consent shall be in the form of the Estoppel Agreement, a copy of which is attached hereto as Exhibit S (the “Estoppel Agreement”).

9.9. United Restrictive Covenant Agreement. United has agreed that following Closing it will not (a) provide water supply or services to any portion of the Buyer’s Storage Easement or (b) exercise its powers, nor impose any rules or regulations as a water and sanitation district under §§ 32-1-1001 and -1006, C.R.S., against or upon the Town within or in connection with the Property. The terms of such agreement shall be as set forth in the form of agreement attached hereto as Exhibit T (“United Restrictive Covenant Agreement”). At Closing, Seller will cause United to execute and deliver the United Restrictive Covenant Agreement to the Town.

9.10. Bond Requirements. Prior to Closing, Seller will deliver to the Town evidence that the following bonds issued by United Water & Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise, have been paid or defeased in full and are no longer outstanding: (a) the Subordinate Capital Appreciation Revenue Bonds, Series 2006B; (b) the Convertible Capital Appreciation Special Utility Revenue Bonds, Series 2007; and (c) the Capital Appreciation Revenue Refunding Bonds, Series 2009 (collectively, the “Bonds”). The Town shall receive an opinion of Kutak Rock LLP, bond counsel to the District, addressed to the Town, substantially to the effect that all outstanding Bonds have been paid in full or defeased and are no longer outstanding (the “Defeasance Opinion”). The Town shall also be included as part of a general consent and release document from Colorado BondShares, as the owner of the Bonds (the “CBS”), which shall be included as part of the documents that defease the Bonds (the “Bondholder Release”). At least three (3) days prior to the date that the Bonds are defeased, Seller shall provide the Town the proposed Bondholder Release for the Town’s review. Within one (1) business day of receipt of such proposed Bondholder Release, the Town shall provide a written notice to Seller, for its reliance, that either accepts or rejects the proposed Bondholder Release. The Town’s receipt of the Defeasance Opinion and a Bondholder Release that has been approved by the Town in accordance with the foregoing shall be conditions precedent to the Town’s obligation to purchase the Property at Closing.



9.11. Assemblage Documents. Prior to the date of this Agreement, Seller has provided the Town with copies of all conveyance deeds and assignment documents transferring title to the Property from the United Affiliates and other parties (as required by the Title Commitments) to PCCA ("Assemblage Documents"). The form of special warranty deed, for all Assemblage Documents that require a special warranty deed for conveying fee simple real property, and the form of special warranty easement deed and assignment of easements, for all Assemblage Documents that require a deed for conveying easements interests, are attached hereto as Exhibit U.

10. Closing. The closing of the purchase and sale (the "Closing") of the Property shall occur on November 17, 2017 (the "Closing Date"), or such other date as mutually agreed upon by the Town and PCCA. The Closing will be held at the offices of the Title Company, or at such other location as mutually agreed upon by the Town and PCCA or, if the parties so agree, through an escrow type closing with the Title Company acting as the closing agent.

10.1. Actions at Closing. The following will occur at Closing in a sequence prescribed in mutually agreeable Closing instructions all of which shall be mutually and concurrently dependent:

(a) Seller shall execute and deliver to the Town a special warranty deed for the Bell Mountain Tracts in the form attached hereto as Exhibit V (the "Bell Mountain Tract Deed"), conveying the Bell Mountain Tracts free and clear of all liens and encumbrances, except for the Permitted Exceptions.

(b) Seller shall execute and deliver to Town each of the following special warranty deeds conveying the Easements free and clear of all liens and encumbrances, except for the Permitted Exceptions (collectively, the "Easement Deeds"):

(i) A special warranty deed conveying the Buyer's Principal Storage Easement, the Pipeline Easement, and the Ravenna Pipeline Easements in the form attached hereto as Exhibit W-1;

(ii) A special warranty deed conveying the Restricted Easement in the form attached hereto as Exhibit W-2;

(iii) A special warranty deed conveying the Bell Mountain Easements and the Cherokee Ranch Easements in the form attached hereto as Exhibit W-3.

(c) Seller shall execute and deliver to the Town a special warranty deed or deeds for the Water Rights in the form attached hereto as Exhibit X (the "Water Rights Deed") free and clear of all liens and encumbrances.

(d) Seller shall execute and deliver to the Town the quitclaim deed to the Water Rights in the form attached hereto as Exhibit Y. The quitclaim deed to the Water Rights shall be recorded after the Water Rights Deed.

(e) Seller and Town shall execute and deliver a bill of sale in the form attached hereto as Exhibit Z (the “Bill of Sale”) conveying the Improvements and other System Personal Property free and clear of all liens and encumbrances.

(f) CAW Equities, L.L.C. and the Town will execute the Water Supply Agreement.

(g) United and the Town will execute the Excess Effluent Option Agreement.

(h) Cherokee Ranch and Castle Foundation and the Town shall execute and deliver the First Amendment to the First Amended Operating and Maintenance Agreement.

(i) United, the Town, Lochbuie, Ravenna and the various other parties to the Lochbuie Partial Assignment Agreement shall execute and deliver the Lochbuie Partial Assignment Agreement.

(j) The United Affiliates and the Town shall execute and deliver the United Affiliates Affirmation Agreement.

(k) United and the Town will execute the Post-Closing Assistance Agreement.

(l) Seller, Town and other designated parties shall execute the No Statement of Opposition Agreement.

(m) Seller shall tender the following assignments and consents, which may be included as part of the Assignment and Bill of Sale or as separate agreements:

(i) Assignment of the Water Supply Agreement between United and Tina R. Rowe and Vernon A. Rowe dated April 26, 2006 to Town;

(ii) Assignment of the Water Supply Agreement between United and Steven A. Arens and Marilyn J. Arens dated March 6, 2006 to Town;

(iii) Assignment of the Water Supply Agreement between United and Scott Van Deren and Diane K. Van Deren dated May 30, 2006 to Town;

(iv) Assignment of the Water Supply Agreement between United and John Bagnali and UACWAP Company dated March 1, 2006 to Town; and

(v) Assignment of the Water Supply Agreement between United and The Lambert Ranch Association, Inc. dated April 24, 2006 to Town.

(n) Seller shall tender the following executed documents relating to the Water Rights:

- (i) Redline decree in Case No. 16CW3059 showing the withdrawal of the claim to use Bell Mountain groundwater as an augmentation source; and
  - (ii) The documents listed in Exhibit AA.
- (o) Seller shall deliver the Estoppel Agreement executed by fee owner of the property subject to the Storage Easement.
- (p) Seller shall deliver the United Restrictive Covenant Agreement executed by United.
- (q) The Town will deliver the executed Castle Rock – Ravenna Water Service Agreement.
- (r) The Town will deliver to the Title Company as the closing agent the Purchase Price, less the Earnest Money, by wire transfer or other immediately available funds.
- (s) The Purchase Price proceeds delivered by the Town to the Title Company shall be delivered to Seller.
- (t) Seller and the Town will execute and deliver to the Title Company the appropriate parties' Settlement Statements.
- (u) Each party will deliver to the other party and the Title Company such agreements, assignments, conveyances, instruments, documents, typical affidavits required by the Title Company, certificates and the like as may be reasonably required by either party or the Title Company to consummate the purchase and sale of the Property in accordance with the terms of this Agreement and the Title Commitments.
- (v) The following adjustments ("Closing Adjustments") will be made as of the Closing to the Purchase Price:
- (i) If applicable, real property taxes for the year of the Closing will be apportioned to the date of Closing based upon the most recent levy and assessment. Such apportionment will be a final settlement between the parties. Any special assessments against the Property as of the date of Closing will be paid by Seller at Closing.
  - (ii) The Town will pay the recording fee for the Bell Mountain Tract Deed and the Water Deed and any other recorded documents, one-half of the premium for the Title Policies, all of the cost of any endorsements and additional coverage to the Title Policies that the Town desires. Seller will pay one-half of the premium for the Title Policies. The parties will share closing fees of the Title Company and all documentary fees equally. Each party will be responsible for payment of its own attorneys' fees. All other costs of Closing

will be prorated between the parties as is customary in commercial closings in the Douglas County area.

10.2. Other Actions. Seller shall use commercially reasonable efforts to tender the following assignments, consents and licenses at Closing:

(a) Assignment of the License Agreement between City and County of Denver and United dated June 22, 2006 – Conduit No. 27 to Town;

(b) Assignment of the License Agreement between City and County of Denver and United dated June 22, 2006 – Conduit No. 133 to Town;

(c) Assignment of the License Agreement between City of Aurora and United dated July 14, 2006, recorded July 28, 2006 at Reception No. 2006064536 to Town;

(d) Written consent of SR Team LLC to the assignment of ROW 3335 to the Town; and

(e) Obtain a license from the Union Pacific Railroad with respect to the pipeline that is part of the Plum Creek Improvements that crosses tracks owned by the Union Pacific Railroad.

If despite such commercially reasonable efforts any of the foregoing assignments, consents or licenses are not tendered at Closing, Seller shall continue to use commercially reasonable efforts to obtain and tender such assignments or consents after Closing. Notwithstanding the foregoing, the Town agrees to assist Seller in obtaining the assignments described above in Section 10.2.

## 11. Representations and Warranties.

11.1. Representations and Warranties of Seller. PCCA represents and warrants to the Town that each of the following statements is true and correct as of the Agreement Date and will be true and correct as of the Closing Date:

(a) Seller is a limited liability company duly formed and validly existing in the State of Colorado.

(b) There is no pending or, to the knowledge of Seller, threatened litigation, condemnation or eminent domain action, administrative or governmental proceeding or real estate tax protest, or proceeding pending or threatened against or affecting the ownership or use of the Property.

(c) PCCA has full right, power and authority to enter into this Agreement and to perform the obligations hereunder, and this Agreement and all other documentation required by the Town hereunder, when duly executed and delivered, shall constitute the valid and binding obligation of PCCA, enforceable in accordance with such terms. The individual executing this Agreement on behalf of PCCA is authorized to do so.

(d) PCCA has not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Property. To the extent permitted and provided by law, PCCA shall indemnify and hold harmless the Town from liability for any fees or commissions owing pursuant to this transaction caused by breach of this representation.

(e) To the best of Seller's knowledge, (i) there is no litigation or governmental proceeding, pending or threatened, which in any manner affects the Property; and (ii) there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Seller which, if decided or determined adversely, would have a material adverse effect on the ability of Seller to sell the Property pursuant to this Agreement.

(f) To the best of Seller's knowledge, no other person has any legal or equitable right to use the Property except as described in the Easements or the Permitted Exceptions.

(g) Seller, to the best of its knowledge, is unaware of any material Property Document in its possession that Seller has not produced or made available to the Town.

(h) To the best of Seller's knowledge, all of the Water Rights and decrees for the Water Rights are in full force and effect.

(i) The Amended and Restated Rules and Regulations of the United Water and Sanitation District do not in any manner restrict the transfer of the Property to Seller or have any application to the Town's use of the Property after Closing.

(j) Environmental Matters. To the best of Seller's knowledge, (A) there has been no placement, generation, transportation, storage, release, treatment or disposal at the Property of any "Hazardous Substances," as defined herein; and (B) Seller has not received from or given to any governmental authority or other person or entity any notice or other communication or agreement relating in any way to the presence, generation, transportation, storage, release, treatment or disposal by Seller of any Hazardous Substances on the Property. In addition, to the best of Seller's knowledge, there is no pending, threatened litigation, proceedings or investigations before any administrative agency in which the reference, release, threat of release, placement, generation, transportation, storage, treatment or disposal in, on or under the Property, of any Hazardous Substances has been alleged. For purposes of this Agreement,

(i) "Environmental Laws" means all federal, State and local laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, State or local) now or hereafter in effect relating to the environment, public health, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or

about the Property, as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.*; and any successor statutes and regulations to the foregoing; and

(ii) “Hazardous Substances” means (A) all chemicals, materials and substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants” or “pollutants,” or words of similar import, under any applicable Environmental Law; and (B) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated biphenyls (“PCBs”), and substances and compounds containing PCBs.

11.2. Seller’s Knowledge. Any representations or warranties made herein or in any document delivered by Seller that is “to the knowledge of Seller” or “to Seller’s knowledge” or “to the best of Seller’s knowledge” shall be based solely upon the actual knowledge of Seller and without any investigation, which knowledge shall be deemed to consist only of the actual knowledge of United Affiliate Representatives. “United Affiliate Representatives” means the following individuals in their capacities as officers or employees of United, CAW Equities, L.L.C. and Bromley: Robert A. Lembke, Ron vonLembke, and Andrew Damiano and no other officers, directors, managers, members, owners, employees, contractors, consultants, agents. Notwithstanding anything herein to the contrary, a United Affiliate Representative shall not have any personal liability under this Agreement.

11.3. Town’s Representations and Warranties. The Town represents and warrants to PCCA that each of the following statements is true and correct as of the Agreement Date and will be true and correct as of the Closing Date:

(a) The Town is a governmental entity duly formed and validly existing in the State of Colorado.

(b) The Town has all requisite power, corporate and otherwise, to execute, deliver and perform its obligations pursuant to this Agreement, that the execution,

delivery and performance of this Agreement and the documents to be executed and delivered pursuant to this Agreement have been duly authorized by it, and that upon execution and delivery, this Agreement and all documents to be executed and delivered pursuant to this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with their terms.

(c) The individual executing this Agreement on behalf of the Town is authorized to do so.

(d) The Town has not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Property. To the extent permitted and provided by law, the Town shall indemnify and hold harmless PCCA from liability for any fees or commissions owing pursuant to this transaction caused by the Town's breach of this representation.

(e) If prior to Closing, Buyer obtains knowledge that any of the covenants, representations or warranties of Seller in this Agreement are not true or correct, and Buyer deems such inaccuracy to be material to Buyer, then Buyer shall promptly notify Seller in writing of the same in order to afford the Seller a reasonable opportunity to cure the same prior to Closing.

11.4. No Other Warranties. The Town has made, and will make, its own independent inspection and investigation of the Property and the Property Documents, and, in entering into this Agreement and purchasing the Property, the Town is relying upon and will rely solely on such inspection and investigation of the Property and the Property Documents. Except for the representations and warranties expressly set forth in (i) this Agreement, including Section 11.1 and the exhibits to this Agreement, and (ii) the documents executed by PCCA at Closing, the Town acknowledges and agrees that neither Seller nor anyone acting on behalf of Seller has not made, does not make and specifically negates and disclaims any representations or warranties whatsoever, whether expressed or implied, oral or written, past, present or future concerning the Property. Except as otherwise provided herein, **THE TOWN ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SALE OF THE PROPERTY WILL BE MADE IN AN "AS IS" CONDITION, WITH ALL FAULTS.** The Town acknowledges that the Purchase Price is based in part on the fact that there are no other representations and warranties and that if Seller were required to give any additional representations and warranties the Purchase Price would be materially higher.

12. Default, Remedy and Termination.

12.1. Town Default. It is hereby agreed that Seller's damages may be difficult to ascertain and that the Earnest Money constitutes a reasonable liquidation thereof and are intended not as a penalty, but as liquidated damages. If the transaction contemplated herein is not consummated on or before the Closing Date solely as a result of the default by the Town of its obligations hereunder, as Seller's sole and exclusive remedy, the Title Company shall pay the Earnest Money to Seller as liquidated damages and in full settlement of any claims for damages, whereupon Town shall have no further liability or obligation hereunder to Seller and no other remedy shall be available for Town's breach of this Agreement. Provided, however, that Seller shall also be entitled to enforce Town's obligations under Section 7.

12.2. Seller's Default. If the transaction contemplated herein is not consummated on or before the Closing Date solely as a result of a default by Seller of its obligations hereunder, the Town shall be entitled to one of the following remedies as its sole and exclusive remedy: (i) the right to cancel this Agreement, in which event this Agreement shall terminate and be of no further force or effect and the Title Company will refund to Town the Earnest Money; or (ii) seek specific performance of this Agreement; provided however, that unless the Town has provided written notice to the Seller and the Title Company no later than ninety (90) days from the Closing Date that the Town has elected to commence an action for specific performance, the Town shall be deemed to have irrevocably chosen the foregoing option (i) (termination of this Agreement, refund of the Earnest Money). In the event of any such termination, Seller shall be entitled to enforce Town's obligations under Section 7.

13. Other Provisions.

13.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and applicable federal law.

13.2. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

13.3. Further Assurance. Each of the parties hereto, at any time and from time to time, will execute and deliver such further instruments and take such further action as may reasonably be requested by the other party hereto, in order to cure any defects in the execution and delivery of, or to comply with or accomplish the covenants and agreements contained in this Agreement and/or any other agreements or documents related thereto.

13.4. Notices. If under the terms of this Agreement, notice is to be provided to any party, said notice shall be deemed provided upon (a) personal delivery, (b) three business days after the mailing of the same by registered or certified mail, return receipt requested, (c) when delivered (and signed for) by an overnight delivery service, or (d) when delivered by email transmission for which automatic confirmation has been received, addressed in each case as follows:

**PCCA:**

Drew Damiano, Project Manager  
Plum Creek CA, LLC  
8301 E. Prentice Ave. Suite 120  
Greenwood Village CO 80111  
T: 303-659-5000  
drew@thebromleycompanies.com

**With a Copy to:**

Ronald vonLembke, Chief of Staff  
Plum Creek CA, LLC  
8301 E. Prentice Ave. Suite 120  
Greenwood Village CO 80111  
T: 303-659-5000  
rvl@thebromleycompanies.com

**Town:**

Mark Marlowe, Director of Castle Rock  
Water  
175 Kellogg Court  
Castle Rock, CO 80109

**With a Copy to:**

Robert Slentz, Town Attorney  
100 N. Wilcox Street  
Castle Rock, CO 80104  
T: (303) 660-1388



T: (720) 733-6000  
MMarlowe@crgov.com

Bslentz@CRgov.com

Any party may change the address to which notices should be sent by giving the other parties written notice of the new address in the manner set forth in this paragraph. A party may give any notice, instruction or communication in connection with this Agreement using any other means (including facsimile or first class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent and such party acknowledges such receipt.

13.5. No Consideration of Drafter. This Agreement has been negotiated by all parties hereto and their counsel. It shall be given a fair and reasonable interpretation in accordance with its terms, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

13.6. Attorneys' Fees. In the event of any litigation or arbitration proceedings between the parties hereto concerning the subject matter of this Agreement, the prevailing party in such litigation or proceeding shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the litigation or proceeding.

13.7. Amendment. This Agreement may be amended, altered or revoked only by written instrument executed by all of the parties to this Agreement.

13.8. Survival. All representations and warranties of title to the Property in this Agreement shall merge into the representations and warranties of title in the deeds and other instruments of conveyance of the Property made in connection with the Closing. All other representations and warranties in this Agreement of Seller and Town shall survive the Closing for a period of two (2) years following Closing, provided any claim asserted by a party for breach of such warranties or representations within such two-year period may proceed to resolution, irrespective of the expiration of such two-year period.

13.9. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. The foregoing shall not affect the right of Seller to designate third parties to execute certain closing documents as contemplated under Section 9.

13.10. Expenses. Each party shall pay its own costs and expenses in connection with the operation under and administration of this Agreement.

13.11. Waivers and Consents. All waivers and consents given hereunder shall be in writing. No waiver by any party hereto of any breach or anticipated breach of any provision hereof by any other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.

13.12. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding and all of the remaining provisions of this Agreement shall continue in full force and effect.

13.13. Rights of Third Parties. All conditions of the obligations of the parties hereto, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties hereto and their successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party hereto will refuse to complete the transaction contemplated hereby in the absence of strict compliance with such conditions and undertakings, and no other person or, entity shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties hereto at any time, if in their sole discretion they deem it desirable to do so.

13.14. Construction. Throughout this Agreement, the headings for paragraphs, section and articles used in this Agreement are included for purposes of convenience of reference only, and shall not affect the construction or interpretation of any of its terms; the singular shall include the plural and the plural shall include the singular; all genders shall be deemed to include other genders, wherever the context so requires; and the terms “including,” “include” or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean “including, but not limited to,” or “including, by way of example and not limitation.”

13.15. Exhibits. All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

13.16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.17. Recordation. Neither this Agreement or any memorandum or extract hereof shall be recorded. Any recording by or on behalf of the Town without the written consent of PCCA will be a breach by the Town for which there is no right to cure and for which PCCA may terminate this Agreement.

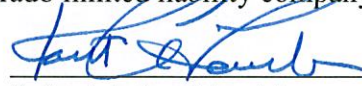
[Signature pages follow]

The parties have executed this Agreement to be effective as of the Agreement Date, notwithstanding the actual date of execution.

**SELLER/PCCA:**

PLUM CREEK CA, LLC  
a Colorado limited liability company

By:



Robert A. Lembke, Manager

APPROVED  
as to  
FORM



**TOWN:**

**TOWN OF CASTLE ROCK,**  
acting by and through the Town of Castle Rock  
Water Enterprise

**ATTEST:**

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

\_\_\_\_\_  
Jennifer Green, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

## LIST OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A-1	Bell Mountain Tracts
B	Bell Mountain Easements
C-1	Buyer's Storage Easement
C-2	Restricted Easement
C-3	Diagram of Buyer's Storage Easement and Seller's Retained Easement
C-4	Pipeline Easement
D	Ravenna Pipeline Easements
E	Cherokee Ranch Easements
F	Water Rights description
G	Plum Creek Improvements depiction
H	Bell Mountain Improvements depiction
I	[Intentionally Omitted]
J	System Personal Property
K-1	Old Republic National Title Insurance Company Title Commitment
K-2	North American Title Company Title Commitment
L	Sutton Property
M	Water Supply Agreement
N	Excess Effluent Option Agreement
O	Lochbuie Partial Assignment Agreement
P	United Affiliates Affirmation Agreement
Q	No Statement of Opposition Agreement
R	Post-Closing Assistance Agreement
S	Estoppel Agreement
T	United Restrictive Covenant Agreement
U	Form of Deeds for the Assemblage Documents
V	Bell Mountain Tract Deed
W	Easement Deeds: W-1: deed conveying the Buyer's Principal Storage Easement the Pipeline Easement (Plum Creek), and the Ravenna Pipeline Easement W-2: deed conveying the Restricted Easement W-3: deed conveying the Bell Mountain Easements and the Cherokee Ranch Easements
X	Water Rights Deed
Y	Quitclaim Deed
Z	Bill of Sale
AA	Water Rights Transaction Documents

**EXHIBIT A**  
**(BELL MOUNTAIN TRACTS)**

The following tracts of land:

1. Tracts B, I, L, and N, Bell Mountain Ranch Subdivision Filing No. 1-A, Douglas County, Colorado
2. Tract R, Bell Mountain Ranch Subdivision Filing No. 1-A, 1<sup>st</sup> Amendment, Douglas County, Colorado
3. Tracts D, F, L, M, P, R and S, Bell Mountain Ranch Subdivision Filing No. 1-B, Douglas County, Colorado
4. Tract Q, Bell Mountain Ranch Subdivision Filing No. 1-B, 1<sup>st</sup> Amendment, Douglas County, Colorado

**EXHIBIT B**  
**(Bell Mountain Easements)**

**PARCEL A-1:**

Those easement rights created by instruments recorded February 28, 2003 at Reception No. 2003026392 and recorded July 6, 2006 at Reception No. 2006057176, County of Douglas, State of Colorado.

**PARCEL B:**

Those easement rights created by instruments recorded September 4, 2003 at Reception No. 2003133365 and July 6, 2006 at Reception No. 2006057176 and recorded March 10, 2010 at Reception No. 2010015230, County of Douglas, State of Colorado

**PARCEL C:**

Those easement rights created by instrument recorded September 10, 2001 in Book 2127 at Page 850 and in Book 2127 at Page 870, Ratification and Relinquishment of Easements recorded March 10, 2010 at Reception No. 2010015230, and in instruments recorded February 28, 2003 at Reception No. 2003026392 and recorded July 6, 2006 at Reception No. 2006057176, County of Douglas, State of Colorado

**PARCEL F:**

Those easement rights created by instrument recorded September 10, 2001 in Book 2127 at Page 850 and Ratification and Relinquishment of Easements recorded March 10, 2010 at Reception No. 2010015230 and Supplemental Easement recorded March 10, 2010 at Reception No. 2010015232 , County of Douglas, State of Colorado

**PARCEL G:**

Those easement rights created by instrument recorded March 10, 2010 at Reception No. 2010015232, County of Douglas, State of Colorado

**PARCEL H:**

Those easement rights created by instrument recorded March 10, 2010 at Reception No. 2010015232, County of Douglas, State of Colorado

**PARCEL I:**

Those easement rights created by instrument recorded March 3, 2010 at Reception No. 2010013557, County of Douglas, State of Colorado

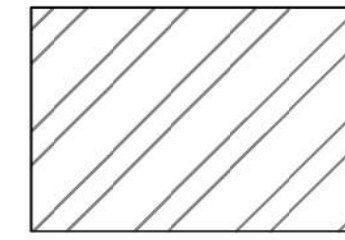
**PARCEL J:**

Those easement rights created by instrument recorded July 18, 2003 at Reception No. 2003107433, County of Douglas, State of Colorado



# EXHIBIT C-1 LAND SURVEY PLAT

SITUATED IN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS,  
STATE OF COLORADO.



- HATCHED AREA OF DESCRIBED CASTLE ROCK PARCEL

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID POINT BEING A 3 1/4" ALUMINUM CAP STAMPED "LS 6935" THENCE S0°25'00"E, A DISTANCE OF 1,325.91 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER NORTH 1/16" CORNER AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 38026".  
THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH-EAST QUARTER OF SAID SECTION 15 NORTH 89°38'32"E, A DISTANCE OF 2,608.16 FEET TO THE NORTH 1/16TH CORNER OF SAID SECTION 15 AND 1/4" ALUMINUM CAP STAMPED "LS 6935", BEARS N00°48'55"W, A DISTANCE OF 1,328.64 FEET;  
THENCE ALONG THE EASTERN LINE OF THE NORTH-EAST QUARTER OF SAID SECTION 15, SOUTH 00°48'55"E, A DISTANCE OF 191.89 FEET;  
THENCE DEPARTING SAID EAST LINE, SOUTHERLY ALONG THE EAST BANK OF PLUM CREEK FOR THE FOLLOWING FIFTY-THREE (53) CALLS:

1. THENCE SOUTH 86°34'51"W, A DISTANCE OF 23.16 FEET;
  2. THENCE SOUTH 78°14'42"W, A DISTANCE OF 39.09 FEET;
  3. THENCE SOUTH 57°12'44"W, A DISTANCE OF 25.60 FEET;
  4. THENCE SOUTH 43°39'31"W, A DISTANCE OF 50.78 FEET;
  5. THENCE SOUTH 19°48'25"W, A DISTANCE OF 29.24 FEET;
  6. THENCE SOUTH 37°53'17"W, A DISTANCE OF 29.33 FEET;
  7. THENCE SOUTH 59°41'59"W, A DISTANCE OF 13.60 FEET;
  8. THENCE SOUTH 13°22'19"W, A DISTANCE OF 13.60 FEET;
  9. THENCE SOUTH 14°53'08"E, A DISTANCE OF 38.79 FEET;
  10. THENCE SOUTH 47°38'18"E, A DISTANCE OF 23.80 FEET;
  11. THENCE SOUTH 25°08'55"E, A DISTANCE OF 57.41 FEET;
  12. THENCE SOUTH 51°00'51"E, A DISTANCE OF 63.94 FEET;
  13. THENCE SOUTH 19°29'17"E, A DISTANCE OF 63.94 FEET;
  14. THENCE SOUTH 07°03'10"E, A DISTANCE OF 38.36 FEET;
  15. THENCE SOUTH 03°38'02"W, A DISTANCE OF 39.46 FEET;
  16. THENCE SOUTH 22°39'24"W, A DISTANCE OF 110.27 FEET;
  17. THENCE SOUTH 03°54'08"W, A DISTANCE OF 28.35 FEET;
  18. THENCE SOUTH 45°42'52"W, A DISTANCE OF 40.19 FEET;
  19. THENCE SOUTH 72°39'12"W, A DISTANCE OF 54.27 FEET;
  20. THENCE SOUTH 28°05'21"W, A DISTANCE OF 28.10 FEET;
  21. THENCE SOUTH 05°24'52"W, A DISTANCE OF 49.38 FEET;
  22. THENCE SOUTH 06°08'58"E, A DISTANCE OF 33.54 FEET;
  23. THENCE SOUTH 20°14'01"E, A DISTANCE OF 24.34 FEET;
  24. THENCE SOUTH 70°45'25"W, A DISTANCE OF 1.32 FEET;
  25. THENCE SOUTH 38°15'59"E, A DISTANCE OF 22.15 FEET;
  26. THENCE SOUTH 07°29'59"W, A DISTANCE OF 33.99 FEET;
  27. THENCE SOUTH 52°38'27"W, A DISTANCE OF 15.19 FEET;
  28. THENCE SOUTH 28°52'51"W, A DISTANCE OF 171.22 FEET;
  29. THENCE SOUTH 43°10'38"W, A DISTANCE OF 118.39 FEET;
  30. THENCE SOUTH 19°43'50"W, A DISTANCE OF 36.44 FEET;
  31. THENCE SOUTH 13°14'40"W, A DISTANCE OF 54.27 FEET;
  32. THENCE SOUTH 01°53'20"W, A DISTANCE OF 37.89 FEET;
  33. THENCE SOUTH 49°49'49"W, A DISTANCE OF 83.83 FEET;
  34. THENCE SOUTH 35°44'19"W, A DISTANCE OF 113.90 FEET;
  35. THENCE SOUTH 10°51'40"E, A DISTANCE OF 18.32 FEET;
  36. THENCE SOUTH 20°28'51"E, A DISTANCE OF 24.72 FEET;
  37. THENCE SOUTH 37°03'02"E, A DISTANCE OF 21.59 FEET;
  38. THENCE SOUTH 11°07'05"E, A DISTANCE OF 25.09 FEET;
  39. THENCE SOUTH 00°38'12"E, A DISTANCE OF 38.36 FEET;
  40. THENCE SOUTH 07°37'02"E, A DISTANCE OF 70.98 FEET;
  41. THENCE SOUTH 10°37'28"E, A DISTANCE OF 21.73 FEET;
  42. THENCE SOUTH 01°08'40"E, A DISTANCE OF 38.32 FEET;
  43. THENCE SOUTH 11°22'12"W, A DISTANCE OF 42.40 FEET;
  44. THENCE SOUTH 05°49'08"W, A DISTANCE OF 41.36 FEET;
  45. THENCE SOUTH 33°50'59"W, A DISTANCE OF 43.12 FEET;
  46. THENCE SOUTH 38°51'20"W, A DISTANCE OF 37.89 FEET;
  47. THENCE SOUTH 32°17'15"W, A DISTANCE OF 19.26 FEET;
  48. THENCE SOUTH 04°54'07"W, A DISTANCE OF 31.91 FEET;
  49. THENCE SOUTH 07°02'18"E, A DISTANCE OF 31.39 FEET;
  50. THENCE SOUTH 25°26'20"E, A DISTANCE OF 29.81 FEET;
  51. THENCE SOUTH 20°51'48"E, A DISTANCE OF 23.57 FEET;
  52. THENCE SOUTH 28°09'29"W, A DISTANCE OF 29.23 FEET;
  53. THENCE SOUTH 35°20'20"W, A DISTANCE OF 113.90 FEET;
- THENCE DEPARTING SAID EAST BANK SOUTH 54°09'21"E, A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 70°09'41"E, A DISTANCE OF 41.20 FEET;  
THENCE SOUTH 02°59'59"W, A DISTANCE OF 117.87 FEET;  
THENCE SOUTH 75°15'37"E, A DISTANCE OF 35.62 FEET;  
THENCE SOUTH 14°42'23"W, A DISTANCE OF 30.00 FEET;  
THENCE SOUTH 75°15'37"W, A DISTANCE OF 23.39 FEET;  
THENCE SOUTH 02°59'59"W, A DISTANCE OF 117.87 FEET;  
THENCE NORTH 89°48'42"W, A DISTANCE OF 689.53 FEET;  
THENCE SOUTH 65°38'29"W, A DISTANCE OF 92.70 FEET;  
THENCE NORTH 85°23'10"W, A DISTANCE OF 185.30 FEET;  
THENCE NORTH 69°48'39"W, A DISTANCE OF 26.36 FEET TO A POINT OF NON-TANGENT CURVATURE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 874.90 FEET AND A CENTRAL ANGLE OF 23°49'37", ALONG THE ARC A DISTANCE OF 280.07 FEET (SAID CURVE HAVING A CHORD BEARING NORTH 72°36'45"W, WEST AND DISTANCE 276.07 FEET);  
THENCE NORTH 00°11'14"E, A DISTANCE OF 215.19 FEET;  
THENCE NORTH 07°16'43"W, A DISTANCE OF 655.01 FEET;  
THENCE NORTH 59°07'56"W, A DISTANCE OF 199.21 FEET;  
THENCE SOUTH 75°00'45"W, A DISTANCE OF 123.44 FEET;  
THENCE NORTH 81°50'43"W, A DISTANCE OF 397.57 FEET;  
THENCE NORTH 53°28'50"W, A DISTANCE OF 219.07 FEET;  
THENCE NORTH 89°37'49"W, A DISTANCE OF 42.40 FEET TO A POINT WHEN THE CENTER CORNER OF SAID SECTION 15 LIES SOUTH 72°26'10"E, A DISTANCE OF 43.21 FEET;  
THENCE NORTH 19°05'57"W, A DISTANCE OF 128.67 FEET;  
THENCE NORTH 19°04'57"W, A DISTANCE OF 563.78 FEET;  
THENCE NORTH 01°28'51"W, A DISTANCE OF 276.07 FEET;  
THENCE NORTH 01°13'44"W, A DISTANCE OF 380.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH-WEST QUARTER OF SAID SECTION 15;  
THENCE ALONG SAID NORTH LINE NORTH 89°38'24"E, A DISTANCE OF 272.32 FEET TO THE POINT OF BEGINNING,  
CONTAINING 5.134, 112 SQUARE FEET OR 118.55 ACRES, MORE OR LESS.

### NOTES:

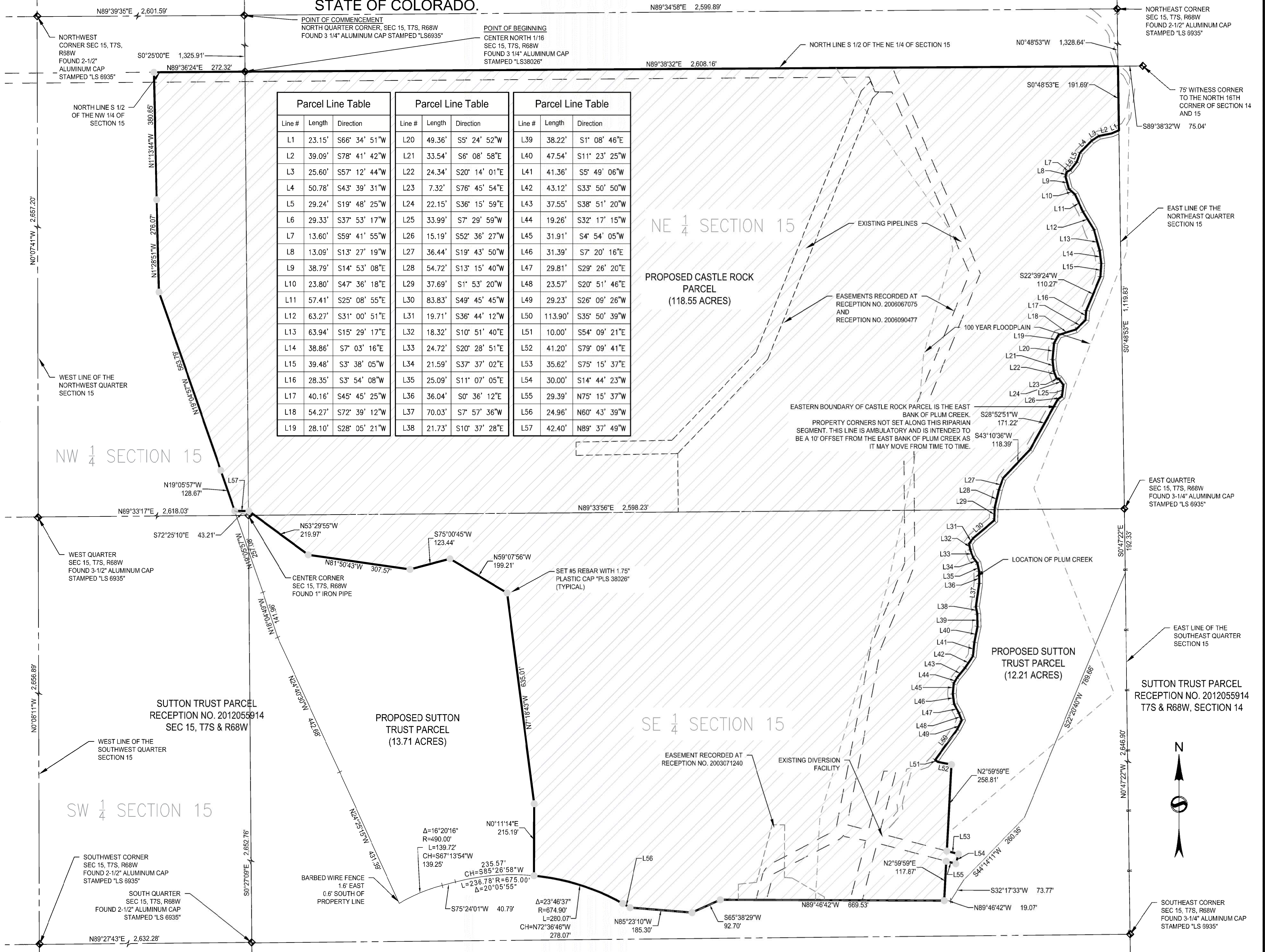
1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEY SYSTEMS INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS SHOWN HEREON, SURVEY SYSTEMS INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. NCS-408452-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND HAVING AN EFFECTIVE DATE OF AUGUST 07, 2009 AT 8:00 a.m.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M. AS MONUMENTED AT THE EAST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935" AND AT THE SOUTHEAST CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935", SAID BEARING BEING NORTH 00°47'22" WEST.
4. THE UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.

### SURVEYOR'S CERTIFICATION:

I, GERALD MATT NICHOLS, PLS #38026, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE LAND SURVEY PLAT SHOWN HEREON WAS PREPARED BY ME OR UNDER DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND ACCURATE.



Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	23.15'	S66° 34' 51"W	L20	49.36'	S5° 24' 52"W	L39	38.22'	S1° 08' 46"E
L2	39.09'	S78° 41' 42"W	L21	33.54'	S6° 08' 58"E	L40	47.54'	S11° 23' 25"W
L3	25.60'	S57° 12' 44"W	L22	24.34'	S20° 14' 01"E	L41	41.36'	S5° 49' 06"W
L4	50.78'	S43° 39' 31"W	L23	7.32'	S76° 45' 54"E	L42	43.12'	S33° 50' 50"W
L5	29.24'	S19° 48' 25"W	L24	22.15'	S36° 15' 59"E	L43	37.55'	S38° 51' 20"W
L6	29.33'	S37° 53' 17"W	L25	33.99'	S7° 29' 59"W	L44	19.26'	S32° 17' 15"W
L7	13.60'	S59° 41' 55"W	L26	15.19'	S52° 36' 27"W	L45	31.91'	S4° 54' 05"W
L8	13.09'	S13° 27' 19"W	L27	36.44'	S19° 43' 50"W	L46	31.39'	S7° 20' 16"E
L9	38.79'	S14° 53' 08"E	L28	54.72'	S13° 15' 40"W	L47	29.81'	S29° 26' 20"E
L10	23.80'	S47° 36' 18"E	L29	37.69'	S1° 53' 20"W	L48	23.57'	S20° 51' 46"E
L11	57.41'	S25° 08' 55"E	L30	83.83'	S49° 45' 45"W	L49	29.23'	S26° 09' 26"W
L12	63.27'	S31° 00' 51"E	L31	19.71'	S36° 44' 12"W	L50	113.90'	S35° 50' 39"W
L13	63.94'	S15° 29' 17"E	L32	18.32'	S10° 51' 40"E	L51	10.00'	S54° 09' 21"E
L14	38.86'	S7° 03' 16"E	L33	24.72'	S20° 28' 51"E	L52	41.20'	S79° 09' 41"E
L15	39.48'	S3° 38' 05"W	L34	21.59'	S37° 37' 02"E	L53	35.62'	S75° 15' 37"E
L16	28.35'	S3° 54' 08"W	L35	25.09'	S11° 07' 05"E	L54	30.00'	S14° 44' 23"W
L17	40.16'	S45° 45' 25"W	L36	36.04'	S0° 36' 12"E	L55	29.39'	N75° 15' 37"W
L18	54.27'	S72° 39' 12"W	L37	70.03'	S7° 57' 36"W	L56	24.96'	N60° 43' 39"W
L19	28.10'	S28° 05' 21"W	L38	21.73'	S10° 37' 28"E	L57	42.40'	N89° 37' 49"W



**811** Know what's below. Call before you dig.

GRAPHICAL SCALE 1"=150'

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

**SURVEY SYSTEMS**  
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EXHIBIT C-1  
LAND SURVEY PLAT  
CASTLE ROCK PARCEL

PROPERTY LOCATION AND INFORMATION	
ADDRESS:	SECTION 15
LOT:	TOWNSHIP: 7 SOUTH
BLOCK:	RANGE: 68 WEST
SUBDIVISION:	PRINCIPAL MERIDIAN: 6TH
PARCEL #:	CITY: SEDALIA
ZONING:	COUNTY: DOUGLAS STATE: CO

ISSUE DATE: 11/17/2016	
DATE	REVISION COMMENTS
2/10/17	ADD EXHIBIT C-1 TEXT
3/20/17	REVISED EAST BOUNDARY LINE

CHECKED BY: MN  
DRAWN BY: CLO  
JOB NUMBER: 2015-093-001-005  
CLIENT CODE: 0005C3

SHEET NO.  
**1**  
OF 1

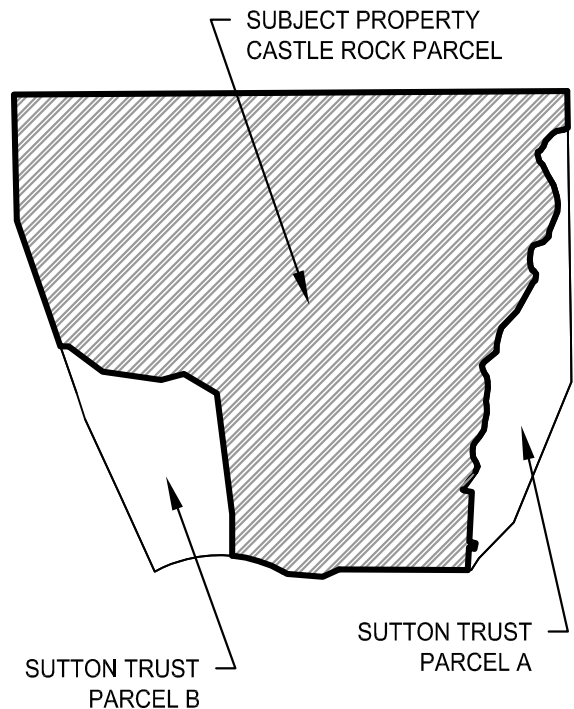
EXHIBIT C-1  
Sheet 1 of 2

SITUATED IN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID POINT BEING A 3 1/4 " ALUMINUM CAP STAMPED "LS6935" THENCE S00°25'00"E, A DISTANCE OF 1,325.91 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER NORTH 1/16TH CORNER AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 38026"; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15 NORTH 89°38'32" EAST, A DISTANCE OF 2,608.16 FEET TO THE NORTH 1/16TH CORNER OF SAID SECTION 15 AND 14, WHENCE THE NORTHEAST CORNER OF SAID SECTION 15 AS MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 6935", BEARS N00°48'53"W, A DISTANCE OF 1328.64 FEET; THENCE ALONG THE EASTERN LINE OF THE NORTH EAST QUARTER OF SAID SECTION 15, SOUTH 00°48'53" EAST, A DISTANCE OF 191.69 FEET; THENCE DEPARTING SAID EAST LINE, SOUTHERLY ALONG THE EAST BANK OF PLUM CREEK FOR THE FOLLOWING FIFTY-THREE (53) CALLS:

1. THENCE SOUTH 66°34'51" WEST, A DISTANCE OF 23.16 FEET;
2. THENCE SOUTH 78°41'42" WEST, A DISTANCE OF 39.09 FEET;
3. THENCE SOUTH 57°12'44" WEST, A DISTANCE OF 25.60 FEET;
4. THENCE SOUTH 43°39'31" WEST, A DISTANCE OF 50.78 FEET;
5. THENCE SOUTH 19°48'25" WEST, A DISTANCE OF 29.24 FEET;
6. THENCE SOUTH 37°53'17" WEST, A DISTANCE OF 29.33 FEET;
7. THENCE SOUTH 59°41'55" WEST, A DISTANCE OF 13.60 FEET;
8. THENCE SOUTH 13°27'19" WEST, A DISTANCE OF 13.09 FEET;
9. THENCE SOUTH 14°53'08" EAST, A DISTANCE OF 38.79 FEET;
10. THENCE SOUTH 47°36'18" EAST, A DISTANCE OF 23.80 FEET;
11. THENCE SOUTH 25°08'55" EAST, A DISTANCE OF 57.41 FEET;
12. THENCE SOUTH 31°00'51" EAST, A DISTANCE OF 63.27 FEET;
13. THENCE SOUTH 15°29'17" EAST, A DISTANCE OF 63.94 FEET;
14. THENCE SOUTH 07°03'16" EAST, A DISTANCE OF 38.86 FEET;
15. THENCE SOUTH 03°38'05" WEST, A DISTANCE OF 39.48 FEET;
16. THENCE SOUTH 22°39'24" WEST, A DISTANCE OF 110.27 FEET;
17. THENCE SOUTH 03°54'08" WEST, A DISTANCE OF 28.35 FEET;
18. THENCE SOUTH 45°45'25" WEST, A DISTANCE OF 40.16 FEET;
19. THENCE SOUTH 72°39'12" WEST, A DISTANCE OF 54.27 FEET;
20. THENCE SOUTH 28°05'21" WEST, A DISTANCE OF 28.10 FEET;
21. THENCE SOUTH 05°24'52" WEST, A DISTANCE OF 49.36 FEET;
22. THENCE SOUTH 06°08'58" EAST, A DISTANCE OF 33.54 FEET;
23. THENCE SOUTH 20°14'01" EAST, A DISTANCE OF 24.34 FEET;
24. THENCE SOUTH 76°45'54" EAST, A DISTANCE OF 7.32 FEET;
25. THENCE SOUTH 36°15'59" EAST, A DISTANCE OF 22.15 FEET;
26. THENCE SOUTH 07°29'59" WEST, A DISTANCE OF 33.99 FEET;
27. THENCE SOUTH 52°36'27" WEST, A DISTANCE OF 15.19 FEET;
28. THENCE SOUTH 28°52'51" WEST, A DISTANCE OF 171.22 FEET;
29. THENCE SOUTH 43°10'36" WEST, A DISTANCE OF 118.39 FEET;
30. THENCE SOUTH 19°43'50" WEST, A DISTANCE OF 36.44 FEET;
31. THENCE SOUTH 13°15'40" WEST, A DISTANCE OF 54.72 FEET;
32. THENCE SOUTH 01°53'20" WEST, A DISTANCE OF 37.69 FEET;
33. THENCE SOUTH 49°45'45" WEST, A DISTANCE OF 83.83 FEET;
34. THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 19.71 FEET;
35. THENCE SOUTH 10°51'40" EAST, A DISTANCE OF 18.32 FEET;
36. THENCE SOUTH 20°28'51" EAST, A DISTANCE OF 24.72 FEET;
37. THENCE SOUTH 37°37'02" EAST, A DISTANCE OF 21.59 FEET;
38. THENCE SOUTH 11°07'05" EAST, A DISTANCE OF 25.09 FEET;
39. THENCE SOUTH 00°36'12" EAST, A DISTANCE OF 36.04 FEET;
40. THENCE SOUTH 07°57'36" WEST, A DISTANCE OF 70.03 FEET;
41. THENCE SOUTH 10°37'28" EAST, A DISTANCE OF 21.73 FEET;



(CONTINUED ON PAGE 2)

EXHIBIT C-1  
Sheet 2 of 2

SITUATED IN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO

(CONTINUED FROM PAGE 1)

42. THENCE SOUTH 01°08'46" EAST, A DISTANCE OF 38.22 FEET;
  43. THENCE SOUTH 11°23'25" WEST, A DISTANCE OF 47.54 FEET;
  44. THENCE SOUTH 05°49'06" WEST, A DISTANCE OF 41.36 FEET;
  45. THENCE SOUTH 33°50'50" WEST, A DISTANCE OF 43.12 FEET;
  46. THENCE SOUTH 38°51'20" WEST, A DISTANCE OF 37.55 FEET;
  47. THENCE SOUTH 32°17'15" WEST, A DISTANCE OF 19.26 FEET;
  48. THENCE SOUTH 04°54'05" WEST, A DISTANCE OF 31.91 FEET;
  49. THENCE SOUTH 07°20'16" EAST, A DISTANCE OF 31.39 FEET;
  50. THENCE SOUTH 29°26'20" EAST, A DISTANCE OF 29.81 FEET;
  51. THENCE SOUTH 20°51'46" EAST, A DISTANCE OF 23.57 FEET;
  52. THENCE SOUTH 26°09'26" WEST, A DISTANCE OF 29.23 FEET;
  53. THENCE SOUTH 35°50'39" WEST, A DISTANCE OF 113.90 FEET;
- THENCE DEPARTING SAID EAST BANK SOUTH 54°09'21" EAST, A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 79°09'41" EAST, A DISTANCE OF 41.20 FEET;  
THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 258.81 FEET;  
THENCE SOUTH 75°15'37" EAST, A DISTANCE OF 35.62 FEET;  
THENCE SOUTH 14°44'23" WEST, A DISTANCE OF 30.00 FEET;  
THENCE NORTH 75°15'37" WEST, A DISTANCE OF 29.39 FEET;  
THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 117.87 FEET;  
THENCE NORTH 89°46'42" WEST, A DISTANCE OF 669.53 FEET;  
THENCE SOUTH 65°38'29" WEST, A DISTANCE OF 92.70 FEET;  
THENCE NORTH 85°23'10" WEST, A DISTANCE OF 185.30 FEET;  
THENCE NORTH 60°45'39" WEST, A DISTANCE OF 24.96 FEET TO A POINT OF NON-TANGENT CURVATURE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 674.90 FEET AND A CENTRAL ANGLE OF 23°46'37",  
ALONG THE ARC A DISTANCE OF 280.07 FEET (SAID CURVE HAVING A CHORD BEARING NORTH 72°36'46" WEST AND DISTANCE 278.07  
FEET);  
THENCE NORTH 00°11'14" EAST, A DISTANCE OF 215.19 FEET;  
THENCE NORTH 07°18'43" WEST, A DISTANCE OF 635.01 FEET;  
THENCE NORTH 59°07'56" WEST, A DISTANCE OF 199.21 FEET;  
THENCE SOUTH 75°00'45" WEST, A DISTANCE OF 123.44 FEET;  
THENCE NORTH 81°50'43" WEST, A DISTANCE OF 307.57 FEET;  
THENCE NORTH 53°29'55" WEST, A DISTANCE OF 219.97 FEET;  
THENCE NORTH 89°37'49" WEST, A DISTANCE OF 42.40 FEET TO A POINT WHENCE THE CENTER CORNER OF SAID SECTION 15 LIES  
SOUTH 72°25'10" EAST, A DISTANCE OF 43.21 FEET;  
THENCE NORTH 19°05'57" WEST, A DISTANCE OF 128.67 FEET;  
THENCE NORTH 19°04'57" WEST, A DISTANCE OF 563.79 FEET;  
THENCE NORTH 01°28'51" WEST, A DISTANCE OF 276.07 FEET;  
THENCE NORTH 01°13'44" WEST, A DISTANCE OF 380.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE  
NORTHWEST QUARTER OF SAID SECTION 15;  
THENCE ALONG SAID NORTH LINE NORTH 89°36'24" EAST, A DISTANCE OF 272.32 FEET TO THE POINT OF BEGINNING.  
CONTAINING 5,134,112 SQUARE FEET OR 118.55 ACRES, MORE OR LESS.



FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M. AS MONUMENTED AT THE EAST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS6935" AND AT THE SOUTHEAST CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935". SAID BEARING BEING NORTH 00°47'22" WEST.

PREPARED BY: GERALD MATT NICHOLS, PLS  
PLS # 38026  
ON BEHALF OF: SURVEY SYSTEMS INC.  
PO BOX 2168  
EVERGREEN, COLORADO 80437  
(303)679-8122

# EXHIBIT C-2

## LEGAL DESCRIPTION

### LEGAL DESCRIPTION

A STRIP OF LAND 10' WIDE LYING 10 FEET PARALLEL, EASTERLY, AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935";

THENCE NORTH 17°36'10" WEST, A DISTANCE OF 1,988.63 FEET TO A POINT ON THE EASTERLY BANK OF PLUM CREEK, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIPTION;

THENCE ALONG THE MEANDERING AND AMBULATORY LINE OF THE EASTERLY TOP OF BANK FOR PLUM CREEK THE FOLLOWING 53 COURSES:

1. NORTH 35°50'39" EAST, A DISTANCE OF 113.90 FEET;
2. NORTH 26°09'26" EAST, A DISTANCE OF 29.23 FEET;
3. NORTH 20°51'46" WEST, A DISTANCE OF 23.57 FEET;
4. NORTH 29°26'20" WEST, A DISTANCE OF 29.81 FEET;
5. NORTH 07°20'16" WEST, A DISTANCE OF 31.39 FEET;
6. NORTH 04°54'05" EAST, A DISTANCE OF 31.91 FEET;
7. NORTH 32°17'15" EAST, A DISTANCE OF 19.26 FEET;
8. NORTH 38°51'20" EAST, A DISTANCE OF 37.55 FEET;
9. NORTH 33°50'50" EAST, A DISTANCE OF 43.12 FEET;
10. NORTH 05°49'06" EAST, A DISTANCE OF 41.36 FEET;
11. NORTH 11°23'25" EAST, A DISTANCE OF 47.54 FEET;
12. NORTH 01°08'46" WEST, A DISTANCE OF 38.22 FEET;
13. NORTH 10°37'28" WEST, A DISTANCE OF 21.73 FEET;
14. NORTH 07°57'36" EAST, A DISTANCE OF 70.03 FEET;
15. NORTH 00°36'12" WEST, A DISTANCE OF 36.04 FEET;
16. NORTH 11°07'05" WEST, A DISTANCE OF 25.09 FEET;
17. NORTH 37°37'02" WEST, A DISTANCE OF 21.59 FEET;
18. NORTH 20°28'51" WEST, A DISTANCE OF 24.72 FEET;
19. NORTH 10°51'40" WEST, A DISTANCE OF 18.32 FEET;
20. NORTH 36°44'12" EAST, A DISTANCE OF 19.71 FEET;
21. NORTH 49°45'45" EAST, A DISTANCE OF 83.83 FEET;
22. NORTH 01°53'20" EAST, A DISTANCE OF 37.69 FEET;
23. NORTH 13°15'40" EAST, A DISTANCE OF 54.72 FEET;
24. NORTH 19°43'50" EAST, A DISTANCE OF 36.44 FEET;
25. NORTH 43°10'36" EAST, A DISTANCE OF 118.39 FEET;
26. NORTH 28°52'51" EAST, A DISTANCE OF 171.22 FEET;
27. NORTH 52°36'27" EAST, A DISTANCE OF 15.19 FEET;
28. NORTH 07°29'59" EAST, A DISTANCE OF 33.99 FEET;
29. NORTH 36°15'59" WEST, A DISTANCE OF 22.15 FEET;
30. NORTH 76°45'54" WEST, A DISTANCE OF 7.32 FEET;
31. NORTH 20°14'01" WEST, A DISTANCE OF 24.34 FEET;
32. NORTH 06°08'58" WEST, A DISTANCE OF 33.54 FEET;
33. NORTH 05°24'52" EAST, A DISTANCE OF 49.36 FEET;
34. NORTH 28°05'21" EAST, A DISTANCE OF 28.10 FEET;
35. NORTH 72°39'12" EAST, A DISTANCE OF 54.27 FEET;



(CONTINUED ON SHEET 2)

FILEPATH: G:\2015-063-001-035 UWDC3\03\_TECHNICAL\01\_SURVEY DRAWINGS\01\_MODELS\UWDC3-10' EASE.DWG LAYOUT: 1 - LEGAL  
 PLOTTED: THU 11/17/16 2:40:51P BY: JREGARD

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 11/14/2016	
DATE	REVISION COMMENTS

Exhibit C-2  
 Restricted Easement

**SURVEY SYSTEMS**

A Professional Land Surveying Company

P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123

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CHECKED BY: MN  
 DRAWN BY: JR  
 JOB #: 2015-063-001-035  
 CLIENT CODE: UWDC3

SHEET NO.

1

1 OF 4

# LEGAL DESCRIPTION

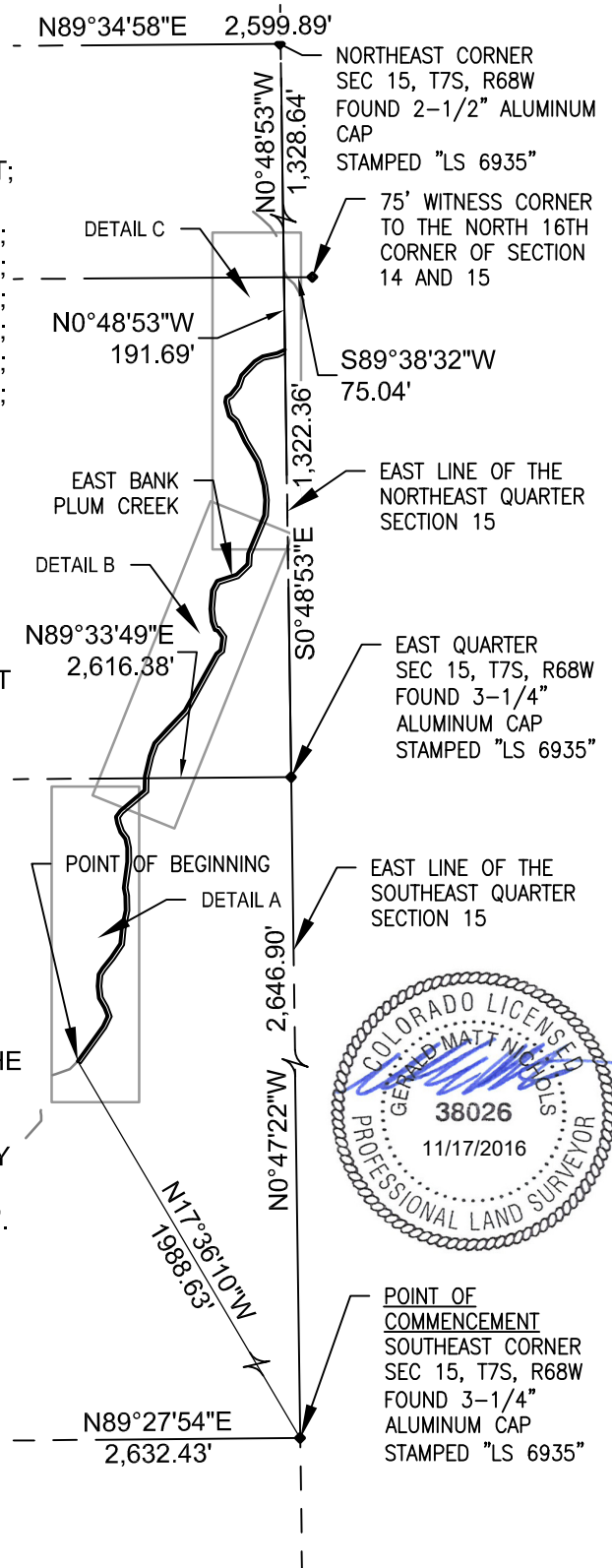
(CONTINUED FROM SHEET 1)

36. NORTH 45°45'25" EAST, A DISTANCE OF 40.16 FEET;
37. NORTH 03°54'08" EAST, A DISTANCE OF 28.35 FEET;
38. NORTH 22°39'24" EAST, A DISTANCE OF 110.27 FEET;
39. NORTH 03°38'05" EAST, A DISTANCE OF 39.48 FEET;
40. NORTH 07°03'16" WEST, A DISTANCE OF 38.86 FEET;
41. NORTH 15°29'17" WEST, A DISTANCE OF 63.94 FEET;
42. NORTH 31°00'51" WEST, A DISTANCE OF 63.27 FEET;
43. NORTH 25°08'55" WEST, A DISTANCE OF 57.41 FEET;
44. NORTH 47°36'18" WEST, A DISTANCE OF 23.80 FEET;
45. NORTH 14°53'08" WEST, A DISTANCE OF 38.79 FEET;
46. NORTH 13°27'19" EAST, A DISTANCE OF 13.09 FEET;
47. NORTH 59°41'55" EAST, A DISTANCE OF 13.60 FEET;
48. NORTH 37°53'17" EAST, A DISTANCE OF 29.33 FEET;
49. NORTH 19°48'25" EAST, A DISTANCE OF 29.24 FEET;
50. NORTH 43°39'31" EAST, A DISTANCE OF 50.78 FEET;
51. NORTH 57°12'44" EAST, A DISTANCE OF 25.60 FEET;
52. NORTH 78°41'42" EAST, A DISTANCE OF 39.09 FEET;
53. NORTH 66°34'51" EAST, A DISTANCE OF 23.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING THE POINT OF ENDING, WHENCE A 2 1/2" ALUMINUM CAP MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 00°48'53" WEST A DISTANCE OF 1328.64 FEET.

LESS AND EXCEPT ANY PORTION LYING EAST OF SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15.

**BASIS OF BEARINGS:** THE BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS MONUMENTED AT THE SOUTHEAST CORNER BY A 3 1/2" ALUMINUM CAP "PLS 6935", AND AT THE EAST QUARTER CORNER BY A 3 1/2" ALUMINUM CAP "LS 6935". SAID BEARING BEING N 00°47'22"W AS SHOWN.

PREPARED BY: GERALD MATT NICHOLS, PLS  
 PLS # 38026  
 ON BEHALF OF: SURVEY SYSTEMS INC.  
 PO BOX 2168  
 EVERGREEN, COLORADO 80437  
 (303)679-8122



FILEPATH: G:\2015-063-001-035 UMD03\03\_TECHNICAL\01\_SURVEY DRAWINGS\01\_MODELS\UMDC3-10' EASE.DWG LAYOUT: 2 - LEGAL  
 PLOTTED: THU 11/17/16 3:51:53P BY: JREGARD

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 11/14/2016	
DATE	REVISION COMMENTS

Exhibit C-2  
 Restricted Easement

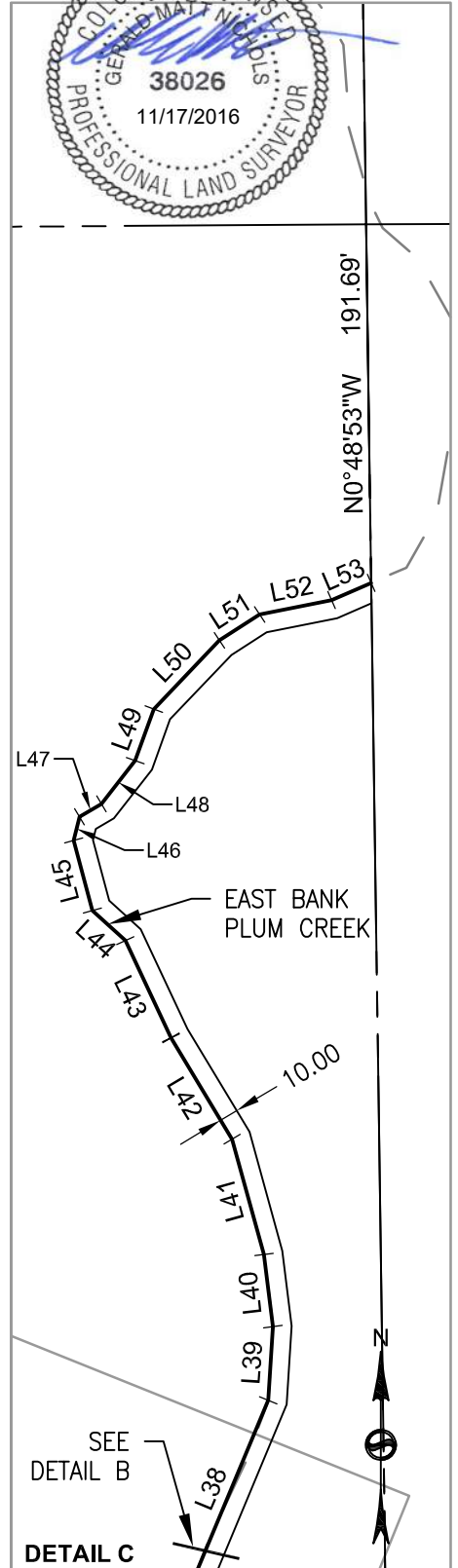
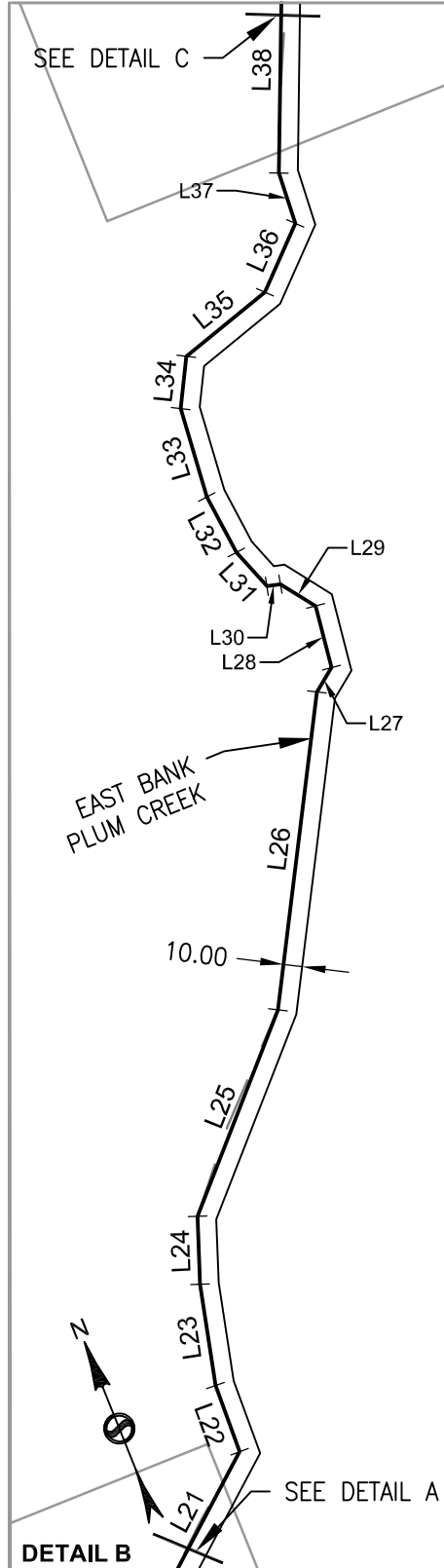
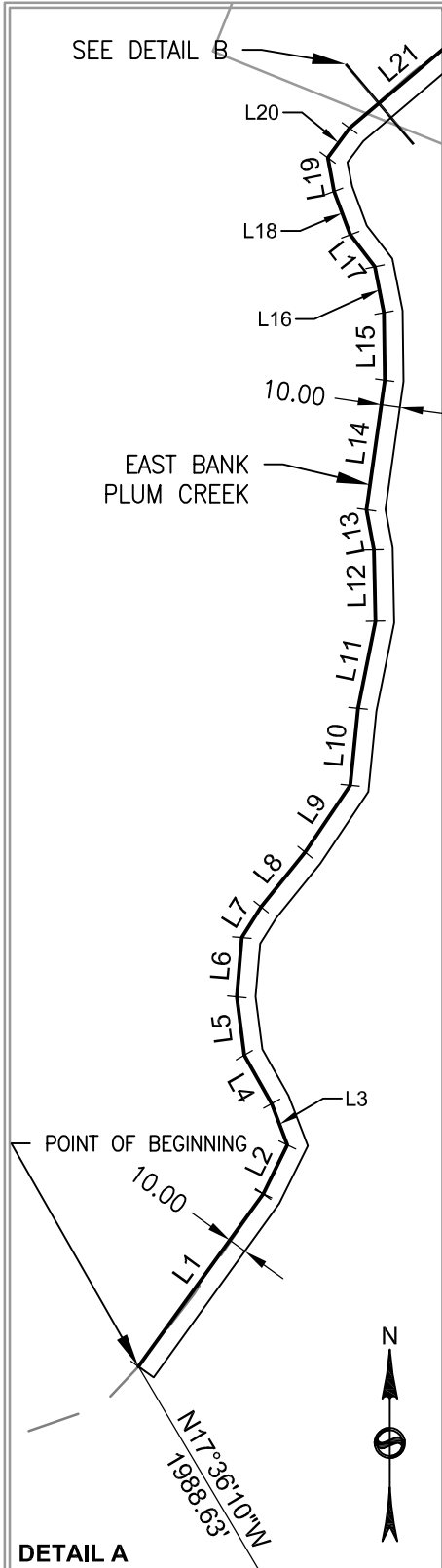
**SURVEY SYSTEMS**  
 A Professional Land Surveying Company

P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123  
 Info@SurveySystems.net www.SurveySystemsInc.com  
 A Service-Disabled Veteran-Owned Small Business SDVOSE | SBE

CHECKED BY: MN  
 DRAWN BY: JR  
 JOB #: 2015-063-001-035  
 CLIENT CODE: UMD03

SHEET NO.  
**2**  
 2 OF 4

# EXHIBIT



FILEPATH: G:\2015-063-001-035 UWDC3\03\_TECHNICAL\01\_SURVEY DRAWINGS\01\_MODELS\UWDC3-10' EASEL.DWG LAYOUT: 3 - 10 CREEK  
 PLOTTED: THU 11/17/16 2:40:21P BY: JREGARD

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 11/14/2016	
DATE	REVISION COMMENTS

Exhibit C-2  
 Restricted Easement

**SURVEY SYSTEMS**

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 DRAWN BY: JR  
 JOB #: 2015-063-001-035  
 CLIENT CODE: UWDC3

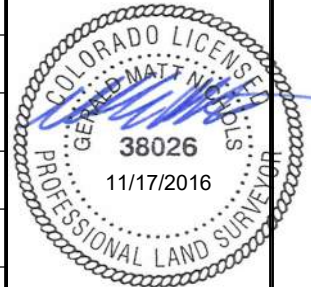
SHEET NO.

3

3 OF 4

Parcel Line Table		
Line #	Length	Direction
L1	113.90'	N35° 50' 39"E
L2	29.23'	N26° 09' 26"E
L3	23.57'	N20° 51' 46"W
L4	29.81'	N29° 26' 20"W
L5	31.39'	N7° 20' 16"W
L6	31.91'	N4° 54' 05"E
L7	19.26'	N32° 17' 15"E
L8	37.55'	N38° 51' 20"E
L9	43.12'	N33° 50' 50"E
L10	41.36'	N5° 49' 06"E
L11	47.54'	N11° 23' 25"E
L12	38.22'	N1° 08' 46"W
L13	21.73'	N10° 37' 28"W
L14	70.03'	N7° 57' 36"E
L15	36.04'	N0° 36' 12"W
L16	25.09'	N11° 07' 05"W
L17	21.59'	N37° 37' 02"W
L18	24.72'	N20° 28' 51"W
L19	18.32'	N10° 51' 40"W
L20	19.71'	N36° 44' 12"E
L21	83.83'	N49° 45' 45"E
L22	37.69'	N1° 53' 20"E
L23	54.72'	N13° 15' 40"E
L24	36.44'	N19° 43' 50"E
L25	118.39'	N43° 10' 36"E
L26	171.22'	N28° 52' 51"E
L27	15.19'	N52° 36' 27"E

Parcel Line Table		
Line #	Length	Direction
L28	33.99'	N7° 29' 59"E
L29	22.15'	N36° 15' 59"W
L30	7.32'	N76° 45' 54"W
L31	24.34'	N20° 14' 01"W
L32	33.54'	N6° 08' 58"W
L33	49.36'	N5° 24' 52"E
L34	28.10'	N28° 05' 21"E
L35	54.27'	N72° 39' 12"E
L36	40.16'	N45° 45' 25"E
L37	28.35'	N3° 54' 08"E
L38	110.27'	N22° 39' 24"E
L39	39.48'	N3° 38' 05"E
L40	38.86'	N7° 03' 16"W
L41	63.94'	N15° 29' 17"W
L42	63.27'	N31° 00' 51"W
L43	57.41'	N25° 08' 55"W
L44	23.80'	N47° 36' 18"W
L45	38.79'	N14° 53' 08"W
L46	13.09'	N13° 27' 19"E
L47	13.60'	N59° 41' 55"E
L48	29.33'	N37° 53' 17"E
L49	29.24'	N19° 48' 25"E
L50	50.78'	N43° 39' 31"E
L51	25.60'	N57° 12' 44"E
L52	39.09'	N78° 41' 42"E
L53	23.16'	N66° 34' 51"E



FILEPATH: G:\2015-063-001-035 UWDC3\03\_TECHNICAL\01\_SURVEY DRAWINGS\01\_MODELS\UWDC3-10\_EASELING\_LAYOUT: 4 - TABLE  
 PLOTTED: THU 11/17/16 2:30:59P BY: JREGARD

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 11/14/2016	
DATE	REVISION COMMENTS

**Exhibit C-2  
Restricted Easement**

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CHECKED BY: MN  
 DRAWN BY: JR  
 JOB #: 2015-063-001-035  
 CLIENT CODE: UWDC3

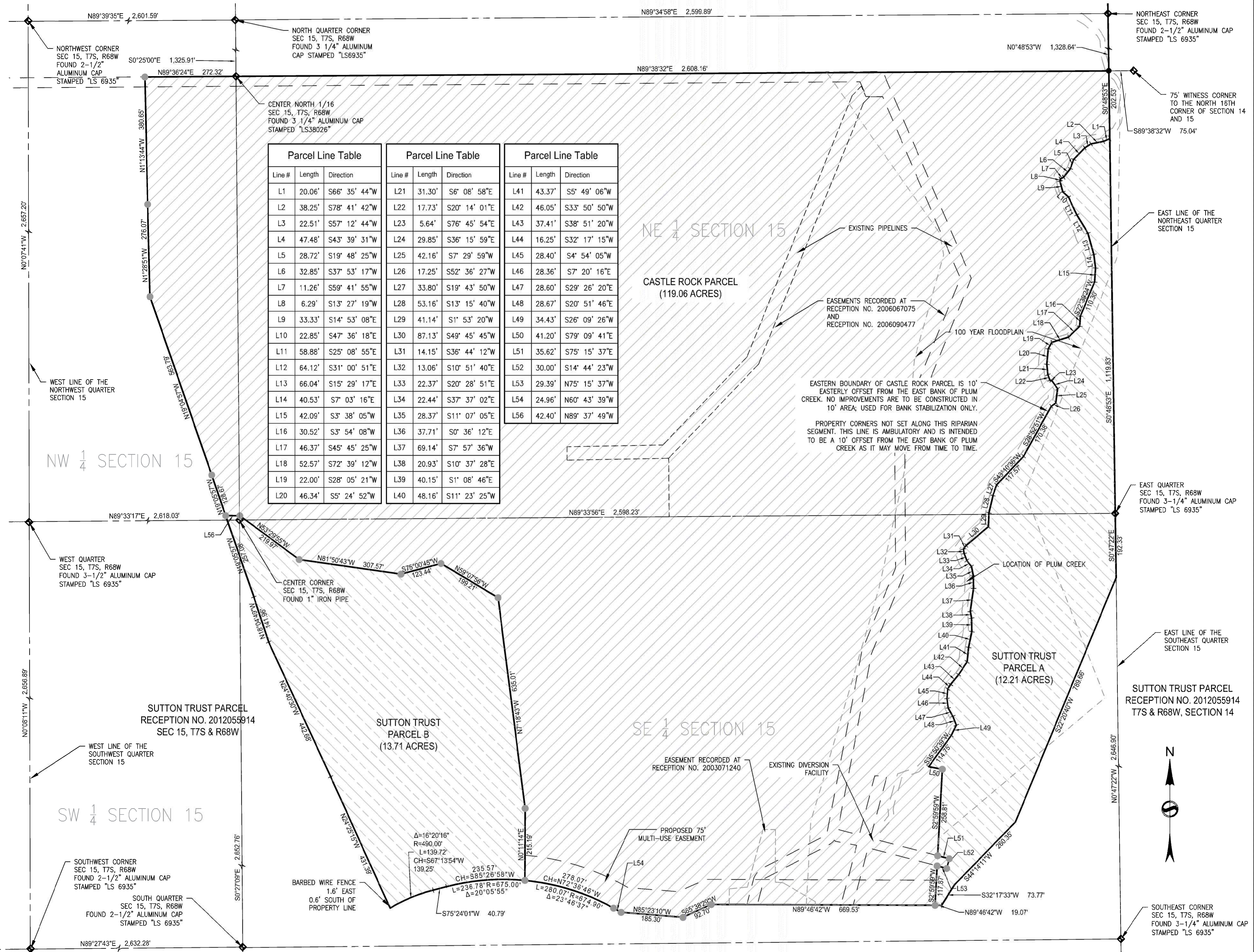
SHEET NO.

**4**

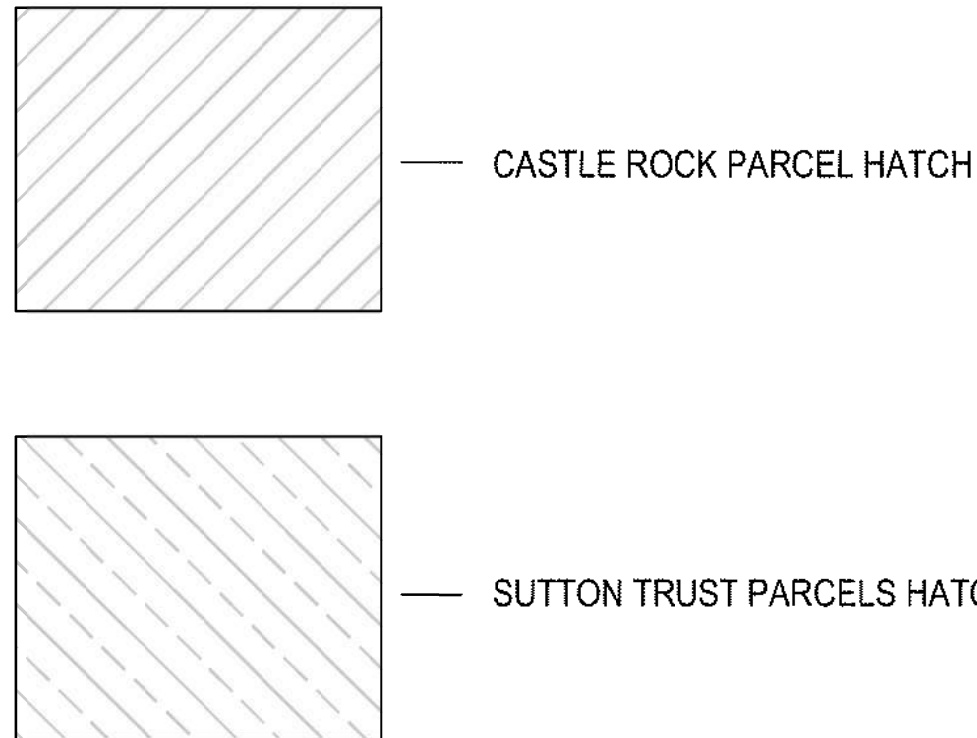
4 OF 4

# EXHIBIT C-3

SITUATED IN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

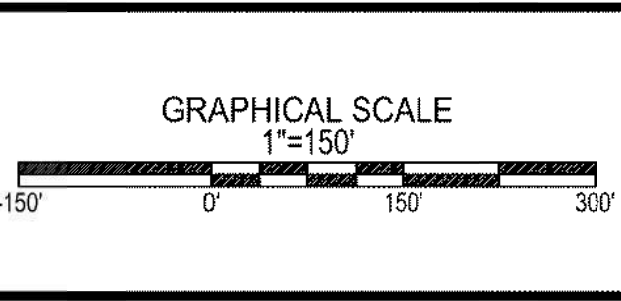


Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	20.06'	S66° 35' 44"W	L21	31.30'	S6° 08' 58"E	L41	43.37'	S5° 49' 06"W
L2	38.25'	S78° 41' 42"W	L22	17.73'	S20° 14' 01"E	L42	46.05'	S33° 50' 50"W
L3	22.51'	S57° 12' 44"W	L23	5.64'	S76° 45' 54"E	L43	37.41'	S38° 51' 20"W
L4	47.48'	S43° 39' 31"W	L24	29.85'	S36° 15' 59"E	L44	16.25'	S32° 17' 15"W
L5	28.72'	S19° 48' 25"W	L25	42.16'	S7° 29' 59"W	L45	28.40'	S4° 54' 05"W
L6	32.85'	S37° 53' 17"W	L26	17.25'	S52° 36' 27"W	L46	28.36'	S7° 20' 16"E
L7	11.26'	S59° 41' 55"W	L27	33.80'	S19° 43' 50"W	L47	28.60'	S29° 26' 20"E
L8	6.29'	S13° 27' 19"W	L28	53.16'	S13° 15' 40"W	L48	28.67'	S20° 51' 46"E
L9	33.33'	S14° 53' 08"E	L29	41.14'	S1° 53' 20"W	L49	34.43'	S26° 09' 26"W
L10	22.85'	S47° 36' 18"E	L30	87.13'	S49° 45' 45"W	L50	41.20'	S79° 09' 41"E
L11	58.88'	S25° 08' 55"E	L31	14.15'	S36° 44' 12"W	L51	35.62'	S75° 15' 37"E
L12	64.12'	S31° 00' 51"E	L32	13.06'	S10° 51' 40"E	L52	30.00'	S14° 44' 23"W
L13	66.04'	S15° 29' 17"E	L33	22.37'	S20° 28' 51"E	L53	29.39'	N75° 15' 37"W
L14	40.53'	S7° 03' 16"E	L34	22.44'	S37° 37' 02"E	L54	24.96'	N60° 43' 39"W
L15	42.09'	S3° 38' 05"W	L35	28.37'	S11° 07' 05"E	L55	42.40'	N89° 37' 49"W
L16	30.52'	S3° 54' 08"W	L36	37.71'	S0° 36' 12"E			
L17	46.37'	S45° 45' 25"W	L37	69.14'	S7° 57' 36"W			
L18	52.57'	S72° 39' 12"W	L38	20.93'	S10° 37' 28"E			
L19	22.00'	S28° 05' 21"W	L39	40.15'	S1° 08' 46"E			
L20	46.34'	S5° 24' 52"W	L40	48.16'	S11° 23' 25"W			



- NOTES:**
- THIS IS NOT A SURVEY. THIS EXHIBIT IS TO SHOW PARCEL DIMENSIONS.
  - BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M. AS MONUMENTED AT THE EAST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935" AND AT THE SOUTHEAST CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935". SAID BEARING BEING NORTH 00°47'08" WEST.
  - THE UNITS FOR THIS EXHIBIT ARE U.S. SURVEY FEET.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS, INC.



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EXHIBIT C-3  
OVERALL PARCEL EXHIBIT

PROPERTY LOCATION AND INFORMATION	
ADDRESS:	SECTION 15
LOT:	TOWNSHIP: 7 SOUTH
BLOCK:	RANGE: 68 WEST
SUBDIVISION:	PRINCIPAL MERIDIAN: 6TH
PARCEL #:	CITY: SEDALIA
ZONING:	COUNTY: DOUGLAS STATE: CO

ISSUE DATE: 2/13/2017	
DATE	REVISION COMMENTS

CHECKED BY: MN  
DRAWN BY: JR  
JOB NUMBER: 2015-051-015  
CLIENT CODE: UMCCO  
SHEET NO. **1**  
OF 1



**EXHIBIT C-4**  
**(Pipeline Easement)**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 4,  
2006 UNDER RECEPTION NO. 2006067075, COUNTY OF DOUGLAS, STATE OF  
COLORADO

**EXHIBIT D**  
**(RAVENNA PIPELINE EASEMENTS)**

**LAMBERT RANCH PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 27, 2006 UNDER RECEPTION NO. 2006035182, COUNTY OF DOUGLAS, STATE OF COLORADO

**ROWE PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED MAY 10, 2006 UNDER RECEPTION NO. 2006039466, COUNTY OF DOUGLAS, STATE OF COLORADO

**STOCKMAN PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED JULY 24, 2006 UNDER RECEPTION NO. 2006062859, COUNTY OF DOUGLAS, STATE OF COLORADO

**PACKER PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 27, 2006 UNDER RECEPTION NO. 2006035183, COUNTY OF DOUGLAS, STATE OF COLORADO

**PLATEAU RANCH PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 10, 2006 UNDER RECEPTION NO. 2006029985, COUNTY OF DOUGLAS, STATE OF COLORADO

**ABERFELDY PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 10, 2006 UNDER RECEPTION NO. 2006029984, COUNTY OF DOUGLAS, STATE OF COLORADO

**ARENS PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 20, 2006 UNDER RECEPTION NO. 2006032923, COUNTY OF DOUGLAS, STATE OF COLORADO

**SR TEAM PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 7, 2008 UNDER RECEPTION NO. 2008055800, COUNTY OF DOUGLAS, STATE OF COLORADO

**CHATFIELD FARMS PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENTS RECORDED APRIL 20, 2006 UNDER RECEPTION NO. 2006032922 AND RECORDED APRIL 20, 2006 UNDER RECEPTION NO. 2006032921 AND RECORDED APRIL 27, 2006 UNDER RECEPTION NO. 2006035184, COUNTY OF DOUGLAS, STATE OF COLORADO

**ROBINSON BRICK PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED JULY 24, 2006 UNDER RECEPTION NO. 2006062858, COUNTY OF DOUGLAS, STATE OF COLORADO

**EXHIBIT E  
(CHEROKEE RANCH EASEMENTS)**

**PARCEL D:**

Those easement rights created by instrument recorded January 18, 2013 at Reception No. 2013005243, County of Douglas, State of Colorado

**PARCEL E:**

Those easement rights created by instrument recorded April 29, 2013 at Reception No. 2013034803, County of Douglas, State of Colorado

**EXHIBIT F**  
**WATER RIGHTS DESCRIPTION**

Cherokee Ranch Ground Water Rights:

All of the not non-tributary and non-tributary groundwater, including those water rights originally decreed by the Division No. 1 Water Court in Case No. 98CW219, as modified by Case No. 03CW117, in the Denver, Arapahoe and Laramie Fox Hills formations, all of which groundwater underlies that real property more particularly described in **Attachment 1** hereto, EXCEPT FOR:

1. One hundred (100) acre feet per year of Arapahoe formation non-tributary groundwater, which was reserved to the Cherokee Ranch and Castle Foundation by Special Warranty Deed recorded on November 21, 2002 at Reception No. 2002126810, Douglas County Clerk and Recorder;
2. Sixty (60) acre feet per year of Arapahoe formation non-tributary groundwater, which was conveyed to the Cherokee Ranch and Castle Foundation by Special Warranty Deed for Water Rights recorded March 10, 2008 at Reception No. 2008016986, Douglas County Clerk and Recorder;
3. Three hundred eighty (380) acre feet per year of Laramie Fox Hills formation non-tributary groundwater, which is required to be reserved pursuant to the terms of the decree entered in Case No. 03CW117; and
4. Any right, title, interest or claim to use the underground storage capacity resulting from withdrawal of any water described herein, which was reserved to the Cherokee Ranch and Castle Foundation by Special Warranty Deed recorded November 21, 2002 at Reception No. 2002126810; Special Warranty Deed for Water Rights recorded on March 10, 2008 at Reception No. 2008016984 and by Special Warranty Deed for Water Rights recorded on March 10, 2008 at Reception No. 2008016985, Douglas County Clerk and Recorder.

A. Bell Mountain Ranch Ground Water Rights:

Water rights adjudicated and decreed by the Water Court, Water Division No. 1, State of Colorado, in Case No. 80CW158, including those water rights originally adjudicated in Case No. W-7806-74 that were incorporated and accounted for in Case No. 80CW158, as well as the modifications to the 80CW158 decree made by the Water Court under its retained jurisdiction by Order dated December 30, 2002, specifically including the following amounts from the following aquifers:

Dawson Aquifer:	0.2 a.f.year
Denver Aquifer:	630.7 a.f./year
Laramie Fox Hill Aquifer:	289.2 a.f./year

Water rights adjudicated and decreed by the Water Court, Water Division No. 1, State of Colorado, in Case No. 84CW385, specifically including the following amounts from the following aquifers:

Lower Dawson: 32.8 a.f./year

Denver: 378.2 a.f./year

Arapahoe: 188.9 a.f./year

Laramie Fox Hills: 149.5 a.f./year

B. Ravenna Water Rights:

All interests in and to the absolute and conditional water and water rights decreed in Case No. 05CW270, District Court, Water Division No. 1, Ruling and Decree of the Water Court entered November 26, 2014 (“Decree”), subject to the rights, obligations, restrictions, and limitations set forth in said Decree (the “Water Rights”).

**Attachment 1 to EXHIBIT F**

A parcel of land located in Sections 5, 6, 7, 8, 17, 18, & 19 of Township 7 South, Range 67 West and in Sections 12, 13, 14 & 24 of Township 7 South, Range 68 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, and being more particularly described as follows:

BEGINNING at the NE corner of Section 19, Township 7 South, Range 67 West of the Sixth Principal Meridian;

THENCE along the East line of the NE<sup>1</sup>/<sub>4</sub> of said Section 19, S 00°23'17" W, a distance of 1612.27 feet to the Northerly right of way line of State Highway No. 85;

THENCE along said Northerly right of way line the following fifteen (15) courses:

- 1) N 74°01'07" W, a distance of 442.12 feet;
- 2) N 70°56'17" W, a distance of 269.96 feet;
- 3) N 66°37'01" W, a distance of 813.47 feet;
- 4) N 78°26'56" W, a distance of 1581.82 feet;
- 5) N 73°42'23" W, a distance of 211.93 feet;
- 6) N 71°13'27" W, a distance of 281.07 feet;
- 7) N 67°40'00" W, a distance of 562.02 feet;
- 8) N 75°53'08" W, a distance of 346.26 feet;
- 9) N 80°38'47" W, a distance of 969.60 feet to a point from which the NW corner of said Section 19 bears N 05°30'46" W, a distance of 28.00 feet;
- 10) N 82°57'44" W, a distance of 1053.89 feet;
- 11) N 80°27'38" W, a distance of 584.58 feet;
- 12) N 71°01'17" W, a distance of 471.19 feet;
- 13) N 70°58'10" W, a distance of 2093.66 feet;
- 14) N 71°05'24" W, a distance of 1147.32 feet;
- 15) N 69°36'49" W, a distance of 2074.89 feet to the Southeasterly corner of a parcel of land described in deed recorded in the land records of Douglas County in Book 358 at Page 833;

THENCE along the Easterly line of said parcel the following seven (7) courses:

- 1) N 08°37'34" E, a distance of 172.03 feet;
- 2) N 31°37'52" E, a distance of 442.82 feet;
- 3) N 53°35'59" E, a distance of 194.24 feet;
- 4) N 73°28'44" E, a distance of 264.63 feet;
- 5) N 51°18'55" E, a distance of 177.71 feet;
- 6) N 38°08'20" E, a distance of 487.64 feet;

7) N 00°26'53" E, a distance of 391.26 feet to the Northeasterly corner of said parcel;  
THENCE along the Northerly line of said parcel, S 89°41'36" W, a distance of 1438.25 feet to the Northwesterly corner of said parcel;

THENCE along the Westerly line extended of said parcel, N 00°01'02" E, a distance of 213.47 feet;

THENCE N 89°41'57" E, a distance of 1979.77 feet to the North 1/16 corner between Sections 13 and 14 of T7S, R68W;

THENCE along the West line of the NW¼ of said Section 13, N 00°11'10" W, a distance of 1319.99 feet to the SW corner of said Section 12;

THENCE along the West line of the SW¼ of the SW¼ of said Section 12, N 00°09'51" W, a distance of 1309.82 feet to the South 1/16 corner of Sections 11 & 12;

THENCE along the W line of the NW¼ of the SW¼ of said Section 12, N 00°13'35" W, a distance of 1310.61 feet to the W¼ corner of said Section 12;

THENCE along the West line of the SW¼ of the NW¼ of said Section 12, N 00°09'43" W, a distance of 1309.48 feet to the N 1/16 corner of Sections 11 & 12;

THENCE along the West line of the NW¼ of the NW¼ of said Section 12, N 00° 13'44" W, a distance of 1310.95 feet to the NW corner of said Section 12;

THENCE along the North line of the NW¼ of said Section 12, N 89°58'04" E, a distance of 2683.10 feet to the N¼ corner of said Section 12;

THENCE along the North line of the NE¼ of said Section 12, N 89°49'52" E, a distance of 2752.86 feet to the NE corner of said Section 12, also being the NW corner of Section 7, T7S, R67W;

THENCE along the North line of the NW¼ of said Section 7, N 89°55'53" E, a distance of 2633.78 feet to the N¼ corner of said Section 7;

THENCE N 00°05'26" W, a distance of 43.58 feet to an existing fence corner;

THENCE along an existing fence line as described in a boundary agreement between Cherokee Ranch and Castle Foundation, Sanctuary, Inc. and Paul V. and Bonnie G. Grenney, recorded in the land records of Douglas County on Nov. 3, 1997 at Reception No. 9761904 the following five (5) courses:

- 1) N 89°06'35" E, a distance of 2599.66 feet to a point at an existing fence corner from which the NE corner of said Section 7 bears S 08°34'17" W, a distance of 41.11 feet;
- 2) N 00°03'38" W, a distance of 1256.34 feet;
- 3) N 89°59'09" E, a distance of 588.75 feet;
- 4) N 87°01'25" E, a distance of 1332.82 feet;
- 5) N 85°17'08" E, a distance of 767.69 feet to a point on the Westerly right of way line of Daniels Park Road;

THENCE along said right of way line as described in Deed recorded in the land records of Douglas County in Book 541 at Page 29 the following four (4) courses:

- 1) S 11°05'24" E, a distance of 306.86 feet;
- 2) Along the arc of a curve to the right 280.45 feet, having a radius of 598.90 feet, a central angle of 26°49'49" and a chord bearing and distance of S 02°19'30" W, 277.90 feet;
- 3) S 15°44'25" W, a distance of 418.21 feet;
- 4) Along the arc of a curve to the left 307.26 feet, having a radius of 362.65 feet, a central angle of 48°32'39" and a chord bearing and distance of S 08°31'55" E, 298.15 feet to the Northeasterly corner of a parcel of land described in deed recorded in the land records of Douglas County in Book 1073 at Page 260;

THENCE along the boundary of said parcel the following seven (7) courses:

- 1) S 88°46'02" W, a distance of 399.06 feet;
- 2) N 51°04'40" W, a distance of 243.10 feet;
- 3) S 30°09'50" W, a distance of 399.37 feet;
- 4) S 87°35'11" W, a distance of 559.55 feet;
- 5) S 51°13'16" W, a distance of 336.12 feet;
- 6) S 14°44'13" W, a distance of 1028.18 feet;
- 7) N 89°40'54" E, a distance of 2019.95 feet to a point on the Westerly right of way line of Daniels Park Road, (determined to be 60 feet Westerly from the monumented Easterly right of way line shown on the plat of Castle Pines Village Filing 8-A, at Reception #9211515);

THENCE along said Westerly right of way line the following nineteen (19) courses:

- 1) S 01°18'44" E, a distance of 440.02 feet;
- 2) Along the arc of a curve to the right 183.64 feet, having a radius of 419.04 feet, a central angle of 25°06'33" and a chord bearing and distance of S 11°14'32" W, 182.17 feet;
- 3) S 23°47'49" W, a distance of 205.18 feet;
- 4) Along the arc of a curve to the left 327.65 feet, having a radius of 836.68 feet, a central angle of 22°26'14" and a chord bearing and distance of S 12°34'42" W, 325.56 feet;
- 5) S 01°21'31" W, a distance of 185.15 feet;
- 6) S 01°16'36" W, a distance of 657.56 feet;
- 7) Along the arc of a curve to the left 76.61 feet, having a radius of 1378.34 feet, a central angle of 03°11'05" and a chord bearing and distance of S 00°12'27" E, 76.60 feet;
- 8) S 01°48'06" E, a distance of 349.28 feet;
- 9) Along the arc of a curve to the right 253.68 feet, having a radius of 1711.45 feet, a central angle of 08°29'34" and a chord bearing and distance of S 02°26'41" W, 253.45 feet;
- 10) Along the arc of a compound curve to the right 167.76 feet, having a radius of 345.00 feet, a central angle of 27°51'39" and a chord bearing and distance of S 20°37'18" W, 166.11 feet;



- 11) S 34°31'24" W, a distance of 576.43 feet;
- 12) Along the arc of a curve to the left 272.42 feet, having a radius of 390.00 feet, a central angle of 40°01'18" and a chord bearing and distance of S 14°31'00" W, 266.91 feet;
- 13) S 05°31'06" E, a distance of 168.88 feet;
- 14) Along the arc of a curve to the left 177.15 feet, having a radius of 998.35 feet, a central angle of 10°10'01" and a chord bearing and distance of S 10°34'30" E, 176.92 feet;
- 15) S 15°39'30" E, a distance of 621.49 feet;
- 16) Along the arc of a curve to the left 139.59 feet, having a radius of 871.13 feet, a central angle of 09°10'51" and a chord bearing and distance of S 20°13'15" E, 139.44 feet;
- 17) S 24°48'40" E, a distance of 236.86 feet;
- 18) Along the arc of a curve to the right 345.51 feet, having a radius of 770.23 feet, a central angle of 25°42'05" and a chord bearing and distance of S 11°57'38" E, 342.62 feet;
- 19) S 00°51'27" W, a distance of 1342.16 feet to the Northeasterly corner of Lot 1, Block One of Hockaday Heights Subdivision, recorded in the land records of Douglas County at Reception #139949;

THENCE along the Northerly line of Hockaday Heights Subdivision, also being the South line of the NW<sup>1</sup>/<sub>4</sub> of said Section 17, S 87°46'51" W, a distance of 2513.82 feet to the W<sup>1</sup>/<sub>4</sub> corner of said Section 17;

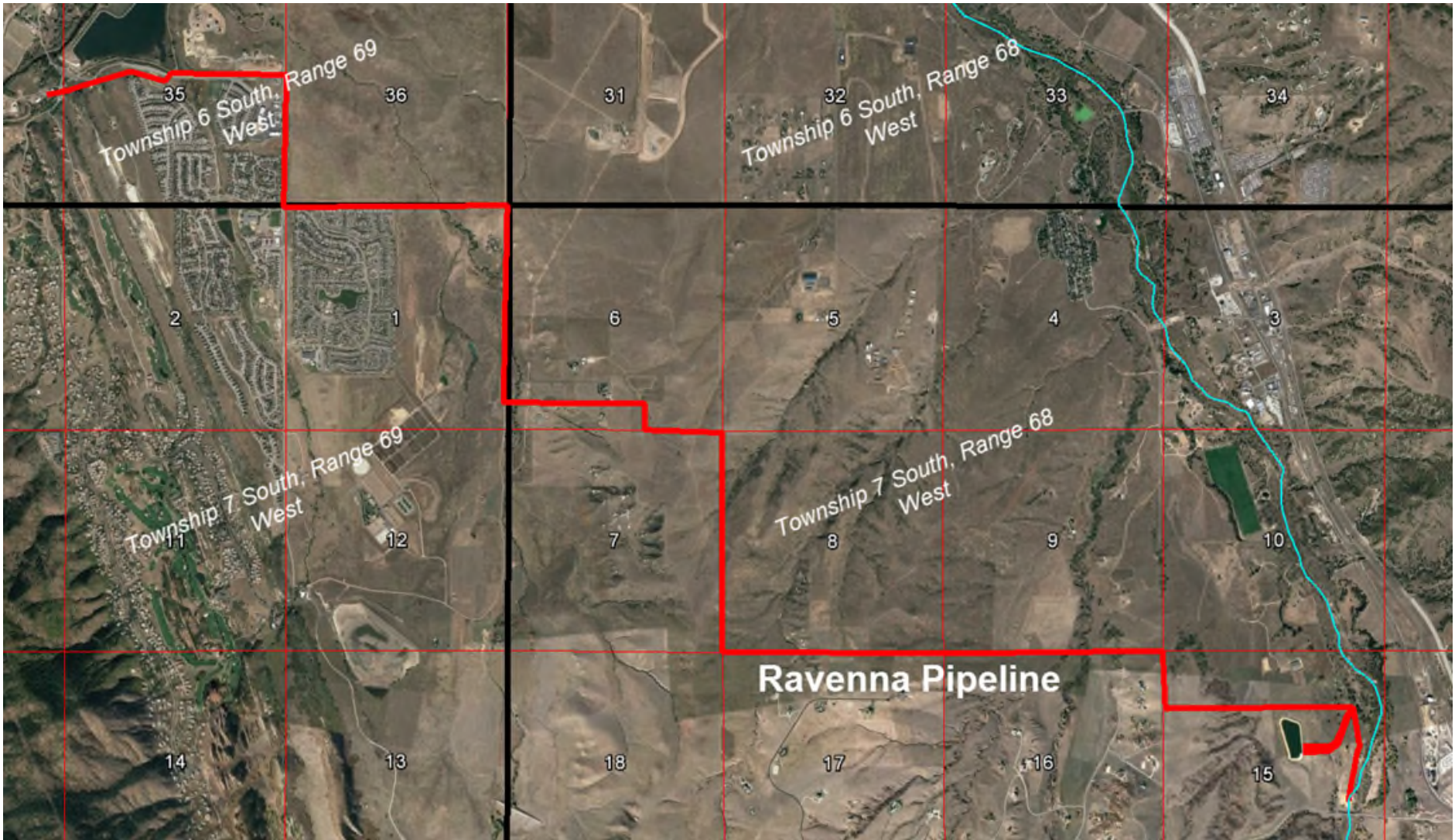
THENCE along the Westerly line of Hockaday Heights Subdivision, also being the East line of the SE<sup>1</sup>/<sub>4</sub> of said Section 18, S 00°21'26" W, a distance of 2595.77 feet to the POINT OF BEGINNING;

CONTAINING 3,140.54 acres of land, more or less.

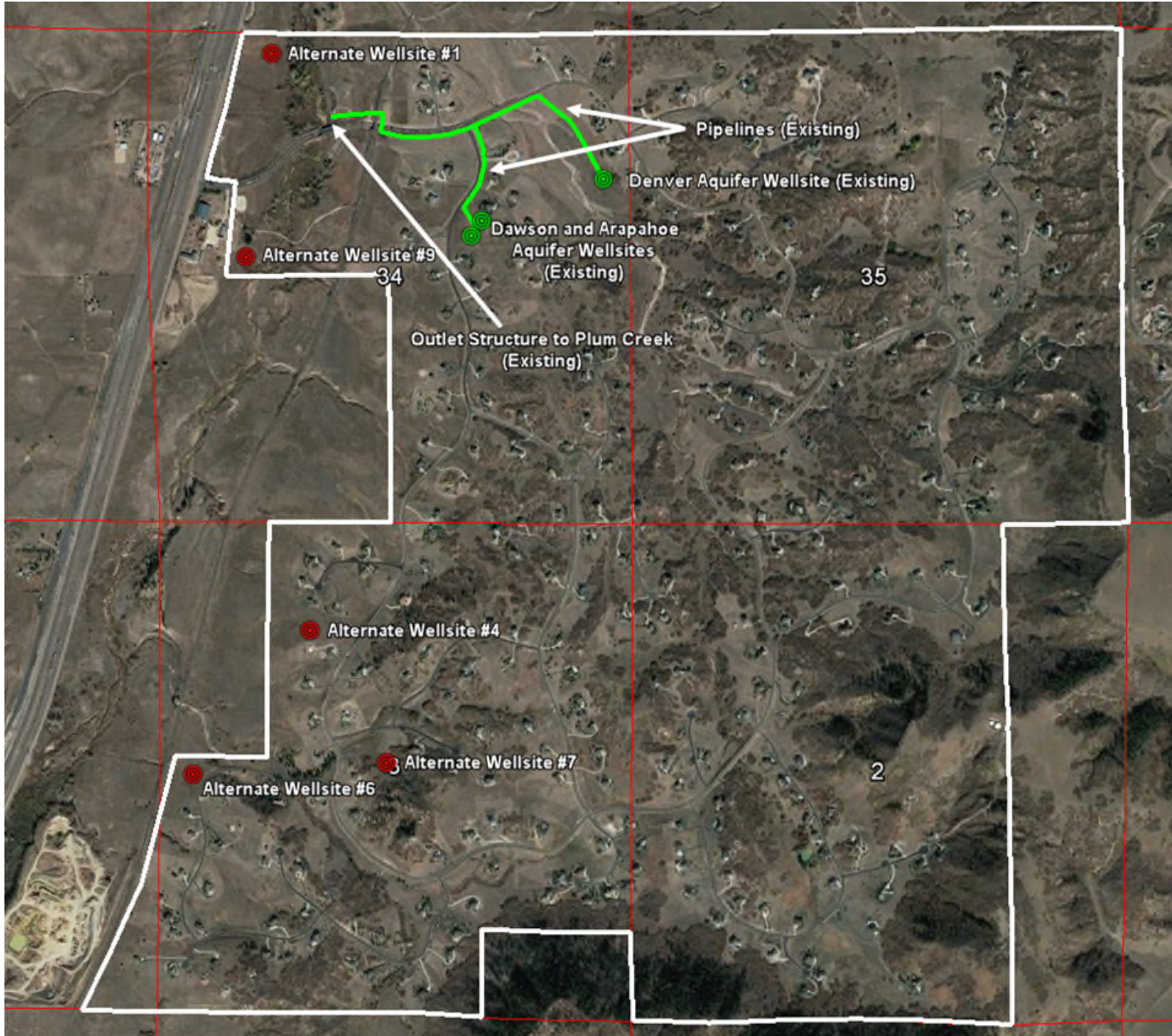
**EXHIBIT G**  
**Plum Creek Improvements Depiction**



**EXHIBIT G (CONTINUED)**  
**Plum Creek Improvements Depiction**



**EXHIBIT H**  
**Bell Mountain Improvements Depiction**



**EXHIBIT I**  
**INTENTIONALLY OMITTED**

**EXHIBIT J**  
**SYSTEM PERSONAL PROPERTY**

1. Bell Mountain Wells
  - 1.1 Well Permit #051785, issued May 14, 1999
  - 1.2 Well Permit #057962, issued August 5, 2002
  - 1.3 Well Permit #057960, approved October 24, 2002
  - 1.4 Well Permit #062772, approved June 15, 2005
  - 1.5 Well Permit #074388, approved August 4, 2010
  - 1.6 Well Permit #075848, approved February 2, 2012
  - 1.7 Bell Mountain Ranch Non-Tributary Well Locations report – September 2012, prepared by Civil Resources
  - 1.8 Bell Mountain Ranch Not Non-Tributary Assessment – July 31, 2014, prepared by Martin and Wood Water Consultants
  - 1.9 Construction Drawings of Bell Mountain Well Infrastructure
  - 1.10 Maps
  - 1.11 Memorandum re: Transportation of Non-tributary Water Down Plum Creek – November 1, 2004, prepared by Duane Helton
  
2. Plum Creek Diversion, Reservoir, and Pipeline
  - 2.1 Plum Creek Diversion Structure As-builts, February 14, 2012, prepared by Ecological Resources Consultants, Inc.
  - 2.2 Ravenna Raw Water Supply Construction Drawings, May 3, 2006, prepared by High Country Engineering
  - 2.3 Sedalia Reservoir Record Drawings, March 20, 2007, prepared by Civil Resources, LLC
  - 2.4 Sedalia Reservoir Bedrock and Water Storage Evaluation, July 2009, prepared by Civil Resources, LLC
  - 2.5 Corps of Engineers Clearance Letter, September 22, 2009
  - 2.6 Operation and Maintenance Records
  - 2.7 Letter from State Engineer regarding the fact that the Sutton Reservoir structure is non-jurisdictional
  - 2.8 Copies of Electrical bills 2015-2016
  - 2.9 Billing Records to Ravenna 2015-2016
  - 2.10 Billing Records to Lochbuie 2015-2016

**EXHIBIT K-1  
TITLE COMMITMENT  
OF  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

**Land Title Guarantee Company**  
Customer Distribution

**Our Order Number: ABN70454469-21**

**Date: 10-27-2017**

**Property Address: EASEMENT PARCELS CASTLE ROCK**

**For Closing Assistance**

Colin Snody  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6234 (phone)  
303-393-3806 (fax)  
csnody@ltgc.com  
Company License: CO44565  
Contact License: CO271428

**Closer's Assistant**

Whitney Lewis  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6249 (phone)  
303-393-4912 (fax)  
wlewis@ltgc.com

**For Title Assistance**

BILL BRENDEMUHL, ESQ.  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4195 (phone)  
303-393-4842 (fax)  
bbrendemuhl@ltgc.com

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

UNITED WATER & SANITATION DISTRICT  
8301 E PRENTICE AVE #129  
GREENWOOD VILLAGE, CO 80111  
303-659-5000 (work)  
drew@unitedwaterdistrict.com  
Delivered via: Electronic Mail

TOWN OF CASTLE ROCK  
Attention: MARK MARLOWE  
720-733-6000 (work)  
mmarlowe@crgov.com  
Delivered via: Linked Commitment Delivery

UNITED WATER & SANITATION DISTRICT  
Attention: STEPHANIE RUIZ  
8301 E PRENTICE AVE #129  
GREENWOOD VILLAGE, CO 80111  
303-785-5714 (work)  
SRUIZ@THEBROMLEYCOMPANIES.COM  
Delivered via: Electronic Mail  
Copies: 1

UNITED WATER & SANITATION DISTRICT  
Attention: BOB LEMBKE  
8301 E PRENTICE AVE #100  
GREENWOOD VILLAGE, CO 80111  
303-659-5000 (work)  
boblembke@70ranch.com  
Delivered via: Linked Commitment Delivery

LEWIS ROCA ROTHGERBER AND CHRISTIE  
Attention: JOEL FRY  
1200 17TH ST #3000  
DENVER, CO 80202  
303-628-9547 (work)  
303-623-9222 (work fax)  
jfray@lrcc.com  
Delivered via: Linked Commitment Delivery

UNITED WATER & SANITATION DISTRICT  
Attention: RON VON LEMBKE  
8301 E PRENTICE AVE #100  
GREENWOOD VILLAGE, CO 80111  
303-785-5714 (work)  
rvl@unitedwaterdistrict.com  
Delivered via: Linked Commitment Delivery

TOWN OF CASTLE ROCK  
Attention: BOB SLENTZ  
303-660-1398 (work)  
bslentz@crgov.com  
Delivered via: Linked Commitment Delivery

LEWIS ROCA ROTHGERBER AND CHRISTIE  
Attention: PAULA TAYLOR  
1200 17TH ST #3000  
DENVER, CO 80202  
303-623-9000 (work)  
ptaylor@lrcc.com  
Delivered via: Electronic Mail

TOWN OF CASTLE ROCK  
Attention: JENNIFER KING



jking@crgov.com

Delivered via: Linked Commitment Delivery



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABN70454469-21

Date: 10-27-2017

Property Address: EASEMENT PARCELS CASTLE ROCK

Buyer/Borrower: TOWN OF CASTLE ROCK, A HOME RULE MUNICIPALITY, ACTING BY AND THROUGH THE  
TOWN OF CASTLE ROCK WATER ENTERPRISE

Seller: UNITED WATER AND SANITATION DISTRICT, A QUASI-MUNICIPAL CORPORATION

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	\$16,717.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$16,717.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABN70454469-21

Customer Ref-Loan No.:

**Property Address:**

EASEMENT PARCELS CASTLE ROCK

**1. Effective Date:**

10-19-2017 At 05:00:00

**2. Policy to be Issued and Proposed Insured:**

"ALTA" Owner's Policy 06-17-06 \$10,500,000.00  
Proposed Insured:  
TOWN OF CASTLE ROCK, A HOME RULE  
MUNICIPALITY, ACTING BY AND THROUGH THE  
TOWN OF CASTLE ROCK WATER ENTERPRISE

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

EASEMENTS TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND/OR REMOVE CERTAIN WATER STORAGE FACILITIES, UNDERGROUND WATER UTILITIES AND WATER PIPELINES AS DESCRIBED AND SHOWN IN EXHIBIT A OF INSTRUMENTS RECORDED AUGUST 4, 2006 UNDER RECEPTION NOS. [2006067074](#) AND [2006067075](#); APRIL 27, 2006 UNDER RECEPTION NO. [2006035182](#); MAY 10, 2006 UNDER RECEPTION NO. [2006039466](#); JULY 24, 2006 UNDER RECEPTION NO. [2006062859](#); APRIL 27, 2006 UNDER RECEPTION NO. [2006035183](#); APRIL 10, 2006 UNDER RECEPTION NO. [2006029985](#); APRIL 10, 2006 UNDER RECEPTION NO. [2006029984](#); APRIL 20, 2006 UNDER RECEPTION NO. [2006032923](#); AUGUST 7, 2008 UNDER RECEPTION NO. [2008055800](#); APRIL 20, 2006 UNDER RECEPTION NO. [2006032922](#); JULY 24, 2006 UNDER RECEPTION NO. [2006062858](#); APRIL 20, 2006 UNDER RECEPTION NO. [2006032921](#); APRIL 27, 2006 UNDER RECEPTION NO. [2006035184](#).

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

UNITED WATER AND SANITATION DISTRICT, A QUASI-MUNICIPAL CORPORATION

**5. The Land referred to in this Commitment is described as follows:**

EASEMENT PARCELS - UNITED WATER AND SANITATION DISTRICT:

SUTTON PARCELS:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 4, 2006 UNDER RECEPTION NO. [2006067074](#), COUNTY OF DOUGLAS, STATE OF COLORADO, BUT ONLY WITH RESPECT TO THE FOLLOWING PARCEL(S):

PARCEL A-1:

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID POINT BEING A 3 1/4 " ALUMINUM CAP STAMPED "LS6935" THENCE

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABN70454469-21

Customer Ref-Loan No.:

S00°25'00"E, A DISTANCE OF 1,325.91 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER NORTH 1/16TH CORNER AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 38026"; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15 NORTH 89°38'32" EAST, A DISTANCE OF 2,608.16 FEET TO THE NORTH 1/16TH CORNER OF SAID SECTION 15 AND 14, WHENCE THE NORTHEAST CORNER OF SAID SECTION 15 AS MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 6935", BEARS N00°48'53"W, A DISTANCE OF 1328.64 FEET; THENCE ALONG THE EASTERN LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, SOUTH 00°48'53" EAST, A DISTANCE OF 191.69 FEET; THENCE DEPARTING SAID EAST LINE, SOUTHERLY ALONG THE EAST BANK OF PLUM CREEK FOR THE FOLLOWING FIFTY-THREE (53) CALLS:

1. THENCE SOUTH 66°34'51" WEST, A DISTANCE OF 23.16 FEET;
2. THENCE SOUTH 78°41'42" WEST, A DISTANCE OF 39.09 FEET;
3. THENCE SOUTH 57°12'44" WEST, A DISTANCE OF 25.60 FEET;
4. THENCE SOUTH 43°39'31" WEST, A DISTANCE OF 50.78 FEET;
5. THENCE SOUTH 19°48'25" WEST, A DISTANCE OF 29.24 FEET;
6. THENCE SOUTH 37°53'17" WEST, A DISTANCE OF 29.33 FEET;
7. THENCE SOUTH 59°41'55" WEST, A DISTANCE OF 13.60 FEET;
8. THENCE SOUTH 13°27'19" WEST, A DISTANCE OF 13.09 FEET;
9. THENCE SOUTH 14°53'08" EAST, A DISTANCE OF 38.79 FEET;
10. THENCE SOUTH 47°36'18" EAST, A DISTANCE OF 23.80 FEET;
11. THENCE SOUTH 25°08'55" EAST, A DISTANCE OF 57.41 FEET;
12. THENCE SOUTH 31°00'51" EAST, A DISTANCE OF 63.27 FEET;
13. THENCE SOUTH 15°29'17" EAST, A DISTANCE OF 63.94 FEET;
14. THENCE SOUTH 07°03'16" EAST, A DISTANCE OF 38.86 FEET;
15. THENCE SOUTH 03°38'05" WEST, A DISTANCE OF 39.48 FEET;
16. THENCE SOUTH 22°39'24" WEST, A DISTANCE OF 110.27 FEET;
17. THENCE SOUTH 03°54'08" WEST, A DISTANCE OF 28.35 FEET;
18. THENCE SOUTH 45°45'25" WEST, A DISTANCE OF 40.16 FEET;
19. THENCE SOUTH 72°39'12" WEST, A DISTANCE OF 54.27 FEET;
20. THENCE SOUTH 28°05'21" WEST, A DISTANCE OF 28.10 FEET;
21. THENCE SOUTH 05°24'52" WEST, A DISTANCE OF 49.36 FEET;
22. THENCE SOUTH 06°08'58" EAST, A DISTANCE OF 33.54 FEET;
23. THENCE SOUTH 20°14'01" EAST, A DISTANCE OF 24.34 FEET;
24. THENCE SOUTH 76°45'54" EAST, A DISTANCE OF 7.32 FEET;
25. THENCE SOUTH 36°15'59" EAST, A DISTANCE OF 22.15 FEET;
26. THENCE SOUTH 07°29'59" WEST, A DISTANCE OF 33.99 FEET;
27. THENCE SOUTH 52°36'27" WEST, A DISTANCE OF 15.19 FEET;
28. THENCE SOUTH 28°52'51" WEST, A DISTANCE OF 171.22 FEET;
29. THENCE SOUTH 43°10'36" WEST, A DISTANCE OF 118.39 FEET;
30. THENCE SOUTH 19°43'50" WEST, A DISTANCE OF 36.44 FEET;
31. THENCE SOUTH 13°15'40" WEST, A DISTANCE OF 54.72 FEET;
32. THENCE SOUTH 01°53'20" WEST, A DISTANCE OF 37.69 FEET;
33. THENCE SOUTH 49°45'45" WEST, A DISTANCE OF 83.83 FEET;
34. THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 19.71 FEET;
35. THENCE SOUTH 10°51'40" EAST, A DISTANCE OF 18.32 FEET;
36. THENCE SOUTH 20°28'51" EAST, A DISTANCE OF 24.72 FEET;
37. THENCE SOUTH 37°37'02" EAST, A DISTANCE OF 21.59 FEET;
38. THENCE SOUTH 11°07'05" EAST, A DISTANCE OF 25.09 FEET;
39. THENCE SOUTH 00°36'12" EAST, A DISTANCE OF 36.04 FEET;
40. THENCE SOUTH 07°57'36" WEST, A DISTANCE OF 70.03 FEET;
41. THENCE SOUTH 10°37'28" EAST, A DISTANCE OF 21.73 FEET;
42. THENCE SOUTH 01°08'46" EAST, A DISTANCE OF 38.22 FEET;

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABN70454469-21

Customer Ref-Loan No.:

43. THENCE SOUTH 11°23'25" WEST, A DISTANCE OF 47.54 FEET;  
44. THENCE SOUTH 05°49'06" WEST, A DISTANCE OF 41.36 FEET;  
45. THENCE SOUTH 33°50'50" WEST, A DISTANCE OF 43.12 FEET;  
46. THENCE SOUTH 38°51'20" WEST, A DISTANCE OF 37.55 FEET;  
47. THENCE SOUTH 32°17'15" WEST, A DISTANCE OF 19.26 FEET;  
48. THENCE SOUTH 04°54'05" WEST, A DISTANCE OF 31.91 FEET;  
49. THENCE SOUTH 07°20'16" EAST, A DISTANCE OF 31.39 FEET;  
50. THENCE SOUTH 29°26'20" EAST, A DISTANCE OF 29.81 FEET;  
51. THENCE SOUTH 20°51'46" EAST, A DISTANCE OF 23.57 FEET;  
52. THENCE SOUTH 26°09'26" WEST, A DISTANCE OF 29.23 FEET;  
53. THENCE SOUTH 35°50'39" WEST, A DISTANCE OF 113.90 FEET;

THENCE DEPARTING SAID EAST BANK SOUTH 54°09'21" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 79°09'41" EAST, A DISTANCE OF 41.20 FEET; THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 258.81 FEET; THENCE SOUTH 75°15'37" EAST, A DISTANCE OF 35.62 FEET; THENCE SOUTH 14°44'23" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 75°15'37" WEST, A DISTANCE OF 29.39 FEET; THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 117.87 FEET; THENCE NORTH 89°46'42" WEST, A DISTANCE OF 669.53 FEET; THENCE SOUTH 65°38'29" WEST, A DISTANCE OF 92.70 FEET; THENCE NORTH 85°23'10" WEST, A DISTANCE OF 185.30 FEET; THENCE NORTH 60°45'39" WEST, A DISTANCE OF 24.96 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 674.90 FEET AND A CENTRAL ANGLE OF 23°46'37", ALONG THE ARC A DISTANCE OF 280.07 FEET (SAID CURVE HAVING A CHORD BEARING NORTH 72°36'46" WEST AND DISTANCE 278.07 FEET); THENCE NORTH 00°11'14" EAST, A DISTANCE OF 215.19 FEET; THENCE NORTH 07°18'43" WEST, A DISTANCE OF 635.01 FEET; THENCE NORTH 59°07'56" WEST, A DISTANCE OF 199.21 FEET; THENCE SOUTH 75°00'45" WEST, A DISTANCE OF 123.44 FEET; THENCE NORTH 81°50'43" WEST, A DISTANCE OF 307.57 FEET; THENCE NORTH 53°29'55" WEST, A DISTANCE OF 219.97 FEET; THENCE NORTH 89°37'49" WEST, A DISTANCE OF 42.40 FEET TO A POINT WHENCE THE CENTER CORNER OF SAID SECTION 15 LIES SOUTH 72°25'10" EAST, A DISTANCE OF 43.21 FEET; THENCE NORTH 19°05'57" WEST, A DISTANCE OF 128.67 FEET; THENCE NORTH 19°04'57" WEST, A DISTANCE OF 563.79 FEET; THENCE NORTH 01°28'51" WEST, A DISTANCE OF 276.07 FEET; THENCE NORTH 01°13'44" WEST, A DISTANCE OF 380.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG SAID NORTH LINE NORTH 89°36'24" EAST, A DISTANCE OF 272.32 FEET TO THE POINT OF BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M. AS MONUMENTED AT THE EAST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS6935" AND AT THE SOUTHEAST CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935". SAID BEARING BEING NORTH 00°47'22" WEST.

PREPARED BY: GERALD MATT NICHOLS, PLS  
PLS # 38026  
ON BEHALF OF: SURVEY SYSTEMS INC.  
PO BOX 2168  
EVERGREEN, COLORADO 80437  
(303)679-8122

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 4, 2006 UNDER RECEPTION NO. [2006067074](#), COUNTY OF DOUGLAS, STATE OF COLORADO, BUT ONLY WITH RESPECT TO THE FOLLOWING PARCEL(S):

PARCEL A-2:

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number: ABN70454469-21**

**Customer Ref-Loan No.:**

A STRIP OF LAND 10' WIDE LYING 10 FEET PARALLEL, EASTERLY, AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935"; THENCE NORTH 17°36'10" WEST, A DISTANCE OF 1,988.63 FEET TO A POINT ON THE EASTERLY BANK OF PLUM CREEK, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIPTION;

THENCE ALONG THE MEANDERING AND AMBULATORY LINE OF THE EASTERLY TOP OF BANK FOR PLUM CREEK THE FOLLOWING 53 COURSES:

1. NORTH 35°50'39" EAST, A DISTANCE OF 113.90 FEET;
2. NORTH 26°09'26" EAST, A DISTANCE OF 29.23 FEET;
3. NORTH 20°51'46" WEST, A DISTANCE OF 23.57 FEET;
4. NORTH 29°26'20" WEST, A DISTANCE OF 29.81 FEET;
5. NORTH 07°20'16" WEST, A DISTANCE OF 31.39 FEET;
6. NORTH 04°54'05" EAST, A DISTANCE OF 31.91 FEET;
7. NORTH 32°17'15" EAST, A DISTANCE OF 19.26 FEET;
8. NORTH 38°51'20" EAST, A DISTANCE OF 37.55 FEET;
9. NORTH 33°50'50" EAST, A DISTANCE OF 43.12 FEET;
10. NORTH 05°49'06" EAST, A DISTANCE OF 41.36 FEET;
11. NORTH 11°23'25" EAST, A DISTANCE OF 47.54 FEET;
12. NORTH 01°08'46" WEST, A DISTANCE OF 38.22 FEET;
13. NORTH 10°37'28" WEST, A DISTANCE OF 21.73 FEET;
14. NORTH 07°57'36" EAST, A DISTANCE OF 70.03 FEET;
15. NORTH 00°36'12" WEST, A DISTANCE OF 36.04 FEET;
16. NORTH 11°07'05" WEST, A DISTANCE OF 25.09 FEET;
17. NORTH 37°37'02" WEST, A DISTANCE OF 21.59 FEET;
18. NORTH 20°28'51" WEST, A DISTANCE OF 24.72 FEET;
19. NORTH 10°51'40" WEST, A DISTANCE OF 18.32 FEET;
20. NORTH 36°44'12" EAST, A DISTANCE OF 19.71 FEET;
21. NORTH 49°45'45" EAST, A DISTANCE OF 83.83 FEET;
22. NORTH 01°53'20" EAST, A DISTANCE OF 37.69 FEET;
23. NORTH 13°15'40" EAST, A DISTANCE OF 54.72 FEET;
24. NORTH 19°43'50" EAST, A DISTANCE OF 36.44 FEET;
25. NORTH 43°10'36" EAST, A DISTANCE OF 118.39 FEET;
26. NORTH 28°52'51" EAST, A DISTANCE OF 171.22 FEET;
27. NORTH 52°36'27" EAST, A DISTANCE OF 15.19 FEET;
28. NORTH 07°29'59" EAST, A DISTANCE OF 33.99 FEET;
29. NORTH 36°15'59" WEST, A DISTANCE OF 22.15 FEET;
30. NORTH 76°45'54" WEST, A DISTANCE OF 7.32 FEET;
31. NORTH 20°14'01" WEST, A DISTANCE OF 24.34 FEET;
32. NORTH 06°08'58" WEST, A DISTANCE OF 33.54 FEET;
33. NORTH 05°24'52" EAST, A DISTANCE OF 49.36 FEET;
34. NORTH 28°05'21" EAST, A DISTANCE OF 28.10 FEET;
35. NORTH 72°39'12" EAST, A DISTANCE OF 54.27 FEET;
36. NORTH 45°45'25" EAST, A DISTANCE OF 40.16 FEET;
37. NORTH 03°54'08" EAST, A DISTANCE OF 28.35 FEET;
38. NORTH 22°39'24" EAST, A DISTANCE OF 110.27 FEET;
39. NORTH 03°38'05" EAST, A DISTANCE OF 39.48 FEET;
40. NORTH 07°03'16" WEST, A DISTANCE OF 38.86 FEET;

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABN70454469-21

Customer Ref-Loan No.:

41. NORTH 15°29'17" WEST, A DISTANCE OF 63.94 FEET;  
42. NORTH 31°00'51" WEST, A DISTANCE OF 63.27 FEET;  
43. NORTH 25°08'55" WEST, A DISTANCE OF 57.41 FEET;  
44. NORTH 47°36'18" WEST, A DISTANCE OF 23.80 FEET;  
45. NORTH 14°53'08" WEST, A DISTANCE OF 38.79 FEET;  
46. NORTH 13°27'19" EAST, A DISTANCE OF 13.09 FEET;  
47. NORTH 59°41'55" EAST, A DISTANCE OF 13.60 FEET;  
48. NORTH 37°53'17" EAST, A DISTANCE OF 29.33 FEET;  
49. NORTH 19°48'25" EAST, A DISTANCE OF 29.24 FEET;  
50. NORTH 43°39'31" EAST, A DISTANCE OF 50.78 FEET;  
51. NORTH 57°12'44" EAST, A DISTANCE OF 25.60 FEET;  
52. NORTH 78°41'42" EAST, A DISTANCE OF 39.09 FEET;  
53. NORTH 66°34'51" EAST, A DISTANCE OF 23.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING THE POINT OF ENDING, WHENCE A 2 1/2" ALUMINUM CAP MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 00°48'53" WEST A DISTANCE OF 1328.64 FEET.

LESS AND EXCEPT ANY PORTION LYING EAST OF SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15.

BASIS OF BEARINGS: THE BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS MONUMENTED AT THE SOUTHEAST CORNER BY A 3 1/2" ALUMINUM CAP "PLS 6935", AND AT THE EAST QUARTER CORNER BY A 3 1/2" ALUMINUM CAP "LS 6935". SAID BEARING BEING N 00°47'22"W AS SHOWN.

PREPARED BY: GERALD MATT NICHOLS, PLS  
PLS # 38026  
ON BEHALF OF: SURVEY SYSTEMS INC.  
PO BOX 2168  
EVERGREEN, COLORADO 80437  
(303)679-8122

PARCEL B:  
THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 4, 2006 UNDER RECEPTION NO. 2006067075, COUNTY OF DOUGLAS, STATE OF COLORADO

LAMBERT RANCH PARCELS:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 27, 2006 UNDER RECEPTION NO. [2006035182](#), COUNTY OF DOUGLAS, STATE OF COLORADO

ROWE PARCELS:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED MAY 10, 2006 UNDER RECEPTION NO. [2006039466](#), COUNTY OF DOUGLAS, STATE OF COLORADO

STOCKMAN PARCELS:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED JULY 24, 2006 UNDER RECEPTION NO. [2006062859](#), COUNTY OF DOUGLAS, STATE OF COLORADO

PACKER PARCELS:

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** ABN70454469-21

**Customer Ref-Loan No.:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 27, 2006 UNDER RECEPTION NO. [2006035183](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**PLATEAU RANCH PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 10, 2006 UNDER RECEPTION NO. [2006029985](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**ABERFELDY PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 10, 2006 UNDER RECEPTION NO. [2006029984](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**ARENS PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 20, 2006 UNDER RECEPTION NO. [2006032923](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**SR TEAM PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 7, 2008 UNDER RECEPTION NO. [2008055800](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**CHATFIELD FARMS PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENTS RECORDED APRIL 20, 2006 UNDER RECEPTION NO. [2006032922](#) AND RECORDED APRIL 20, 2006 UNDER RECEPTION NO. [2006032921](#) AND RECORDED APRIL 27, 2006 UNDER RECEPTION NO. [2006035184](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**ROBINSON BRICK PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED JULY 24, 2006 UNDER RECEPTION NO. [2006062858](#), COUNTY OF DOUGLAS, STATE OF COLORADO

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** ABN70454469-21

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

(ITEM INTENTIONALLY DELETED)

1. (ITEM INTENTIONALLY DELETED)
2. (ITEM INTENTIONALLY DELETED)
3. SPECIAL WARRANTY DEED FROM UNITED WATER AND SANITATION DISTRICT, A QUASI-MUNICIPAL CORPORATION TO PLUM CREEK CA, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR PLUM CREEK CA, LLC MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF PLUM CREEK CA, LLC AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

6. SPECIAL WARRANTY DEED FROM PLUM CREEK CA, LLC, A COLORADO LIMITED LIABILITY COMPANY TO TOWN OF CASTLE ROCK, A HOME RULE MUNICIPALITY, ACTING BY AND THROUGH THE TOWN OF CASTLE ROCK WATER ENTERPRISE CONVEYING SUBJECT PROPERTY.
7. (ITEM INTENTIONALLY DELETED)

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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, liens or encumbrances, or claims thereof, not shown by 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 and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (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.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT TO JAMES D. PERRY RECORDED JANUARY 17, 1878 IN BOOK H AT PAGE [454](#).
10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT TO CHARLES ECKER RECORDED MARCH 08, 1883 IN BOOK M AT PAGE [215](#).
11. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT TO CHARLES A. LOWELL RECORDED MARCH 08, 1883 IN BOOK M AT PAGE [219](#).
12. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT TO MARGARET

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

MURPHY RECORDED APRIL 01, 1892 IN BOOK X AT PAGE [60](#).

13. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT TO THOMAS T. HANSON RECORDED OCTOBER 26, 1892 IN BOOK X AT PAGE [124](#).
14. RIGHT OF WAY AND EASEMENT DISCLOSED IN INSTRUMENT RECORDED AUGUST 22, 1955, UNDER RECEPTION NO. [97040](#) AND TITLED CHANDLER SUMP AND SEEP AREA DEVELOPMENT MAP.
15. RIGHT OF WAY EASEMENT FROM PAUL W. SUTTON TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED FEBRUARY 01, 1980, IN BOOK 381 AT PAGE [762](#) FOR CONSTRUCTION AND CONTINUED OPERATION AND MAINTENANCE OF AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM.
16. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WEST DOUGLAS COUNTY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 21, 1980 IN BOOK 387 AT PAGE [523](#) AND IN INSTRUMENT RECORDED MAY 29, 1980 IN BOOK 387 AT PAGE [779](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT SLOPE AND DRAINAGE EASEMENT DEED FROM GARY L. SUTTON AND ROBERTA S. SUTTON TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, AS RECORDED MAY 13, 2003 UNDER RECEPTION NO. [2003071240](#).
18. ANY RIGHTS, INTEREST, OR EASEMENTS IN FAVOR OF THE PUBLIC WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PAST AND PRESENT BED, BANKS OR WATERS OF PLUM CREEK.
19. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE EASEMENT GRANTED TO UNITED WATER & SANITATION DISTRICT, A QUASI -MUNICIPAL CORPORATION, FOR PUMP FEED LINES, AND INCIDENTAL PURPOSES, BY DONATION DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT RECORDED AUGUST 04, 2006, UNDER RECEPTION NO. [2006067075](#).
20. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE EASEMENT GRANTED TO UNITED WATER & SANITATION DISTRICT, A QUASI-MUNICIPAL CORPORATION, FOR WATER STORAGE FACILITY, AND INCIDENTAL PURPOSES, BY DONATION DEED OF PERPETUAL EASEMENT RECORDED AUGUST 04, 2006, UNDER RECEPTION NO. [2006067074](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED JUNE 05, 2013 UNDER RECEPTION NO. [2013046523](#).

(ITEMS 9 THROUGH 21 AFFECT SUTTON PARCELS)

22. DECREE OF DISTRICT COURT IN REGARD TO MEADOW DITCH NO. 16, RECORDED OCTOBER 3, 1885 IN BOOK Q AT PAGE [127](#). (HEADGATE LOCATED ON WEST 1/2 NORTHEAST 1/4 SECTION 21.)

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

23. EASEMENT RESERVED BY WILLIAM T. LAMBERT, III ALSO KNOWN AS WILLIAM THOMPSON LAMBERT, III, BEING 20 FEET IN WIDTH ACROSS SECTION 16 AS REASONABLY NECESSARY FOR INGRESS AND EGRESS TO THE NW 1/4 OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 68 WEST AS SET FORTH IN DEEDS RECORDED FEBRUARY 10, 1969, IN BOOK 190 AT PAGE [380](#), AND AT PAGE 382, AND AT PAGE 384, AND AT PAGE 386, AND AT PAGE 388.
24. RESERVATION OF ROYALTY INTEREST IN AND TO ANY AND ALL MINERAL RIGHTS CONVEYED TO SIR FRANCIS DASHWOOD BY FRANCES PRESCOTT, FORMERLY FRANCES LAMBERT; MARIAN BOHRSON, FORMERLY MARIAN LAMBERT; EDITH MARIE LAMBERT A/K/A EDITH G. LAMBERT; JOSEPH MARK LAMBERT; KEITH MURRAY LAMBERT; KENDRA JOYCE LAMBERT; AND THE LAMBERT RANCH CO., IN DEED RECORDED JULY 18, 1984 IN BOOK 530 AT PAGE [444](#).
25. TERMS, CONDITIONS, PROVISIONS, RESERVATIONS AND EASEMENTS CONTAINED IN WARRANTY DEED FROM SIR FRANCIS DASHWOOD TO VALLEY DEVELOPMENT GROUP, L.L.C., RECORDED AUGUST 06, 1998, IN BOOK 1583 AT PAGE [206](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED RECORDED AUGUST 06, 1998 IN BOOK 1583 AT PAGE [206](#).
27. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 12, 1999, IN PLAT BOOK 1743 AT PAGE [1281](#).
28. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE LAMBERT RANCH RURAL SITE PLAN RECORDED AUGUST 12, 1999 UNDER RECEPTION NO. [70470](#).  
  
NOTE: PLAT CORRECTION APPROVAL CERTIFICATE RECORDED FEBRUARY 29, 2000 IN BOOK 1813 AT PAGE [1796](#).  
  
NOTE: BOUNDARY ADJUSTMENT APPROVAL CERTIFICATE RECORDED FEBRUARY 28, 2000 IN BOOK 1813 AT PAGE [1775](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF CONSERVATION EASEMENT IN GROSS BY AND BETWEEN VALLEY DEVELOPMENT GROUP, LLC AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS RECORDED AUGUST 12, 1999 IN BOOK 1743 AT PAGE [1339](#). AMENDMENT THERETO BY AND BETWEEN THE LAMBERT RANCH ASSOCIATION, INC., AND THE BOARD OF COUNTY COMMISSIONERS RECORDED FEBRUARY 28, 2000 IN BOOK 1813 AT PAGE [1783](#).
30. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN ZONING RESOLUTION #201, BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY RECORDED AUGUST 17, 1955, IN BOOK 113 AT PAGE [493](#). AMENDMENT RECORDED APRIL 14, 1956 IN BOOK 115 AT PAGE [237](#).
31. EASEMENTS GRANTED TO BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, FOR ROADS, MAINTENANCE, SLOPE, DRAINAGE, AND UTILITY

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

EASEMENTS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 12, 1999, IN BOOK 1743 AT PAGE [1354](#).

32. EASEMENT GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, FOR NON EXCLUSIVE MAINTENANCE, DRAINAGE, SLOPE AND UTILITY EASEMENTS, AND INCIDENTAL PURPOSES, IN INSTRUMENT RECORDED APRIL 19, 2000, IN BOOK 1833 AT PAGE [2238](#).
33. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS CONTAINED IN SPECIAL WARRANTY DEED FROM SIR EDWARD JOHN FRANCIS DASHWOOD, THE HONORABLE HENRY ADAM FRANCIS BRUCE AND JUDITH SUSAN PORTRAIT, AS EXECUTORS OF THE ESTATE OF SIR FRANCIS JOHN VERNON HERWARD DASHWOOD, A/K/A SIR FRANCIS DASHWOOD, TO VALLEY DEVELOPMENT GROUP, LLC., RECORDED OCTOBER 30, 2000, IN BOOK 1913 AT PAGE [2080](#).
34. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN AMENDED WATER RIGHTS PURCHASE AND SALE AGREEMENT BY AND BETWEEN VALLEY DEVELOPMENT GROUP, LLC AND ROXBOROUGH PARK METROPOLITAN DISTRICT AGREEMENT RECORDED JANUARY 12, 2005, UNDER RECEPTION NO. [2005004305](#).
35. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS CONTAINED IN SPECIAL WARRANTY DEED FROM VALLEY DEVELOPMENT GROUP, LLC, TO ROXBOROUGH PARK METROPOLITAN DISTRICT RECORDED JANUARY 12, 2005, UNDER RECEPTION NO. [2005004306](#).
36. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS CONTAINED IN QUITCLAIM DEED FROM VALLEY DEVELOPMENT GROUP, LLC TO ROXBOROUGH PARK METROPOLITAN DISTRICT RECORDED JANUARY 12, 2005, UNDER RECEPTION NO. [2005004307](#).
37. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS CONTAINED IN EASEMENT AND OPERATING AGREEMENT BY AND BETWEEN VALLEY DEVELOPMENT GROUP, LLC AND ROXBOROUGH PARK METROPOLITAN DISTRICT RECORDED JANUARY 12, 2005, UNDER RECEPTION NO. [2005004308](#).
38. (ITEM INTENTIONALLY DELETED)
39. (ITEM INTENTIONALLY DELETED)
40. (ITEM INTENTIONALLY DELETED)
41. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS AS SET FORTH AND GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT RECORDED APRIL 27, 2006 UNDER RECEPTION NO. [2006035182](#).  
  
(ITEMS 22 THROUGH 41 AFFECT LAMBERT RANCH PARCELS)
42. RESERVATION BY THE PLATTE RIVER CATTLE COMPANY, ET AL, OF ALL COAL, OIL, GAS, CLAY AND OTHER MINERALS TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS AND THE RIGHTS OF REPURCHASE AS DEFINED IN DEEDS RECORDED JANUARY 22, 1920 IN BOOK 51 AT PAGE [507](#), MARCH 8, 1919 IN BOOK 51 AT PAGE [305](#), AND AT PAGE 304 AND AT PAGE 303.
43. RIGHT OF WAY FOR MEADOW DITCH AS EVIDENCED BY DECREE OF DISTRICT COURT RECORDED OCTOBER 3, 1885 IN BOOK Q AT PAGE [127](#). (HEADGATE LOCATED ON WEST 1/2

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

NORTHEAST 1/4 SECTION 21.)

44. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WEST DOUGLAS COUNTY FIRE PROTECTION DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED MAY 21, 1980, IN BOOK 387 AT PAGE [523](#), AND BY ORDER OF INCLUSION RECORDED APRIL 29, 1996 IN BOOK 1336 AT PAGE [2078](#).
45. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS CONTAINED IN EASEMENT DEED AND AGREEMENT BY AND BETWEEN ARAPAHOE ASSOCIATES, LTD. AND ROY N. ENTER RECORDED DECEMBER 30, 1992, IN BOOK 1104 AT PAGE [2367](#). QUITCLAIM DEED FROM ROY N. ENTER TO HORSESHOE RANCH ESTATES ASSOCIATION, CONVEYING GRANTORS INTEREST IN SAID EASEMENT DEED AND AGREEMENT RECORDED SEPTEMBER 17, 1993 IN BOOK 1149 AT PAGE [263](#).
46. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HORSESHOE RANCH ESTATES RECORDED AUGUST 18, 1993 UNDER RECEPTION NO. [9338020](#); INCLUDING BUT NOT LIMITED TO:  
80 FOOT ROADWAY AND CUL-DE-SAC EASEMENT AND UTILITY EASEMENT IN THE SOUTHWESTERLY CORNER OF SAID LOT.  
20 FOOT UTILITY EASEMENT ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LOT LINES.
47. TERMS, CONDITIONS, EASEMENTS, RIGHTS OF WAY AND PROVISIONS CONTAINED IN SPECIAL WARRANTY DEED FROM HORSESHOE RANCH ESTATES TO NORTH DOUGLAS WATER INTERESTS, LTD. RECORDED AUGUST 18, 1993, IN BOOK 1143 AT PAGE [525](#).
48. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN HORSESHOE RANCH ESTATES LIMITED PARTNERSHIP AND HORSESHOE RANCH ESTATES ASSOCIATION RECORDED AUGUST 18, 1993 IN BOOK 1143 AT PAGE [541](#).
49. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 18, 1993, IN BOOK 1143 AT PAGE [544](#).
50. (ITEM INTENTIONALLY DELETED)
51. (ITEM INTENTIONALLY DELETED)
52. (ITEM INTENTIONALLY DELETED)
53. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT FOR FIRE TANKS BY AND BETWEEN ARAPAHOE ASSOCIATES LTD., D/B/A COYOTE RIDGE LTD., AND HORSESHOE RANCH ESTATES ASSOCIATES RECORDED JUNE 23, 1995 IN BOOK 1270 AT PAGE [1249](#).
54. TERMS, CONDITIONS AND PROVISIONS OF ROAD MAINTENANCE AGREEMENT BY AND BETWEEN COYOTE RIDGE HOMEOWNER'S ASSOCIATION AND HORSESHOE RANCH ESTATES ASSOCIATION RECORDED JUNE 23, 1995 IN BOOK 1270 AT PAGE [1254](#). AMENDMENT TO ROAD MAINTENANCE AGREEMENT RECORDED MAY 29, 2001 IN BOOK 2047 AT PAGE [1642](#).

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

55. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT FOR FIRE DISTRICT ACCESS BY AND BETWEEN HORSESHOE RANCH ESTATES ASSOCIATION AND WEST DOUGLAS COUNTY FIRE PROTECTION DISTRICT RECORDED JUNE 23, 1995 IN BOOK 1270 AT PAGE [1260](#).
  56. TERMS, CONDITIONS AND PROVISIONS OF ROAD MAINTENANCE AGREEMENT BY AND BETWEEN COYOTE RIDGE HOMEOWNERS ASSOCIATION AND HORSESHOE RANCH ESTATES ASSOCIATION RECORDED APRIL 29, 1996 IN BOOK 1336 AT PAGE [1810](#).
  57. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT FOR FIRE TANKS BY AND BETWEEN COYOTE RIDGE LTD., AND HORSESHOE RANCH ESTATES ASSOCIATION RECORDED APRIL 29, 1996 IN BOOK 1336 AT PAGE [1816](#).
  58. TERMS, CONDITIONS AND PROVISIONS OF FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE WATER REFEREE AND DECREE OF THE COURT RECORDED SEPTEMBER 25, 1998 IN BOOK 1603 AT PAGE [769](#).
  59. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS AS SET FORTH AND GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT RECORDED MAY 10, 2006 UNDER RECEPTION NO. [2006039466](#).
  60. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT FOR PRIVATE DEVELOPMENT OF OFF-SITE WATER SUPPLY INFRASTRUCTURE RECORDED NOVEMBER 14, 2006 UNDER RECEPTION NO. [2006097757](#).
  61. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT FOR PRIVATE DEVELOPMENT OF OFF-SITE WATER SUPPLY INFRASTRUCTURE RECORDED NOVEMBER 14, 2006 UNDER RECEPTION NO. [2006097758](#).
- (ITEMS 42 THROUGH 61 AFFECT ROWE PARCELS)
62. RIGHT OF WAY FOR MEADOW DITCH AS EVIDENCED BY DECREE OF DISTRICT COURT RECORDED OCTOBER 3, 1885 IN BOOK Q AT PAGE [127](#). (HEADGATE LOCATED ON WEST 1/2 NORTHEAST 1/4 SECTION 21.)
  63. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AND RIGHTS TO DITCHES AND RESERVOIRS AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 19, 1891 UNDER RECEPTION NO. [8371](#).
  64. RESERVATION BY THE PLATTE RIVER CATTLE COMPANY, ET AL, OF ALL COAL, OIL, GAS, CLAY AND OTHER MINERALS TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS AND THE RIGHTS OF REPURCHASE AS DEFINED IN DEEDS RECORDED MARCH 8, 1919 IN BOOK 51 AT PAGE [303](#), [304](#) AND [305](#) AND RECORDED JANUARY 22, 1920 IN BOOK 51 AT PAGE [507](#).
  65. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WEST DOUGLAS COUNTY FIRE PROTECTION DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED MAY 21, 1980, IN BOOK 387 AT PAGE [523](#) AND BY ORDER OF INCLUSION RECORDED APRIL 29, 1996 IN BOOK 1336 AT PAGE [2078](#).

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

66. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS CONTAINED IN EASEMENT DEED AND AGREEMENT BY AND BETWEEN ARAPAHOE ASSOCIATES, LTD. AND ROY N. ENTER RECORDED DECEMBER 30, 1992, IN BOOK 1104 AT PAGE [2367](#). QUITCLAIM DEED FROM ROY N. ENTER TO HORSESHOE RANCH ESTATES ASSOCIATION, CONVEYING GRANTORS INTEREST IN SAID EASEMENT DEED AND AGREEMENT RECORDED SEPTEMBER 17, 1993 IN BOOK 1149 AT PAGE [263](#).
67. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HORSESHOE RANCH ESTATES RECORDED AUGUST 18, 1993 UNDER RECEPTION NO. [9338020](#).
68. TERMS, CONDITIONS, EASEMENTS, RIGHTS OF WAY AND PROVISIONS CONTAINED IN SPECIAL WARRANTY DEED FROM HORSESHOE RANCH ESTATES TO NORTH DOUGLAS WATER INTERESTS, LTD. RECORDED AUGUST 18, 1993, IN BOOK 1143 AT PAGE [525](#).
69. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN HORSESHOE RANCH ESTATES LIMITED PARTNERSHIP AND HORSESHOE RANCH ESTATES ASSOCIATION RECORDED AUGUST 18, 1993 IN BOOK 1143 AT PAGE [541](#).
70. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 18, 1993, IN BOOK 1143 AT PAGE [544](#).
71. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN ARAPAHOE ASSOCIATES LTD., D/B/A COYOTE RIDGE LTD., AND HORSESHOE RANCH ESTATES ASSOCIATES RECORDED JUNE 23, 1995 IN BOOK 1270 AT PAGE [1249](#).
72. TERMS, CONDITIONS AND PROVISIONS OF ROAD MAINTENANCE AGREEMENT BY AND BETWEEN COYOTE RIDGE HOMEOWNER'S ASSOCIATION AND HORSESHOE RANCH ESTATES ASSOCIATION RECORDED JUNE 23, 1995 IN BOOK 1270 AT PAGE [1254](#). AMENDMENT TO ROAD MAINTENANCE AGREEMENT RECORDED MAY 29, 2001 IN BOOK 2047 AT PAGE [1642](#).
73. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT FOR FIRE DISTRICT ACCESS BY AND BETWEEN HORSESHOE RANCH ESTATES ASSOCIATION AND WEST DOUGLAS COUNTY FIRE PROTECTION DISTRICT RECORDED JUNE 23, 1995 IN BOOK 1270 AT PAGE [1260](#).
74. TERMS, CONDITIONS AND PROVISIONS OF ROAD MAINTENANCE AGREEMENT BY AND BETWEEN COYOTE RIDGE HOMEOWNERS ASSOCIATION AND HORSESHOE RANCH ESTATES ASSOCIATION RECORDED APRIL 29, 1996 IN BOOK 1336 AT PAGE [1810](#).
75. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT FOR FIRE TANKS BY AND BETWEEN COYOTE RIDGE LTD., AND HORSESHOE RANCH ESTATES ASSOCIATION RECORDED APRIL 29, 1996 IN BOOK 1336 AT PAGE [1816](#).
76. TERMS, CONDITIONS AND PROVISIONS OF FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE WATER REFEREE, AND DECREE OF THE COURT RECORDED SEPTEMBER 25, 1998 IN BOOK 1603 AT PAGE [769](#) AND RECORDED SEPTEMBER 20, 2012 UNDER RECEPTION NO.



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**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

2012070446.

77. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS AS SET FORTH IN DEED OF EASEMENT AND GRANT OF EASEMENT RECORDED JULY 24, 2006 UNDER RECEPTION NO. [2006062859](#).
78. (ITEM INTENTIONALLY DELETED)
79. (ITEM INTENTIONALLY DELETED)
- (ITEMS 62 THROUGH 79 AFFECT STOCKMAN PARCELS)
80. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN BOUNDARY AND FENCING AGREEMENT BY AND BETWEEN THE DEPARTMENT OF NATURAL RESOURCES FOR THE USE AND BENEFIT OF THE DIVISION OF WILDLIFE AND WILDLIFE COMMISSION AND MARJORIE BASHOR A/K/A MARJORIE W. BURGOYNE RECORDED NOVEMBER 23, 1993, IN BOOK 1162 AT PAGE [1411](#).
81. EASEMENT AND RIGHT OF WAY FOR THE RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PREMISES, AS GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION BY MARJORIE A. BASHOR FKA MARJORIE W. BURGOYNE IN INSTRUMENT RECORDED DECEMBER 22, 1993 IN BOOK 1169 AT PAGE [2522](#).
82. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET.
83. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS AS SET FORTH AND GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT RECORDED APRIL 27, 2006 UNDER RECEPTION NO. [2006035183](#).
84. OIL AND GAS LEASE BETWEEN PAMELA L. PACKER AND PAUL O. PACKER AND GREAT WESTERN LEASING, LLC, RECORDED JULY 22, 2011 UNDER RECEPTION NO. [2011044139](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
85. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLEWOOD FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 23, 2014, UNDER RECEPTION NO. [2014019938](#).
- (ITEMS 80 THROUGH 85 AFFECT PACKER PARCELS)
86. UNDIVIDED 3/4 INTEREST IN MINERAL RESERVES AS EVIDENCED BY TREASURER'S DEED RECORDED MARCH 18, 1931 IN BOOK 87 AT PAGE [38](#).
87. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN PLATEAU RANCH NO. TWO, AND U.A.C.W.A.P COMPANY RECORDED SEPTEMBER 25, 1989 IN BOOK 874 AT PAGE [224](#).
88. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN PLATEAU RANCH NO. TWO, AND PLATEAU RANCH NO. ONE. RECORDED SEPTEMBER 25, 1989 IN BOOK 874 AT PAGE [227](#).

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**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

89. TERMS, CONDITIONS AND PROVISIONS OF BOUNDARY AGREEMENT BY AND BETWEEN FRANK L. NORMAN AND E. KATHRYN NORMAN AND RAMPART RANGE RANCH RECORDED FEBRUARY 10, 1989 IN BOOK 848 AT PAGE [1055](#).
90. RIGHT OF WAY EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM AS GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION BY PLATEAU RANCH NO. ONE. IN INSTRUMENT RECORDED SEPTEMBER 16, 1993, IN BOOK 1149 AT PAGE [185](#).
91. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR AN EASEMENT FOR POWER LINES AND POLES BY AND BETWEEN JOHN BAGNALL AND ROY N. ENTER RECORDED OCTOBER 21, 1993 IN BOOK 1155 AT PAGE [2495](#).
92. RIGHT OF WAY EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM AS GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION BY PLATEAU RANCH NO. ONE. IN INSTRUMENT RECORDED DECEMBER 22, 1993, IN BOOK 1169 AT PAGE [2531](#).
93. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN PAUL SAUNIER AND LYLAH G. SAUNIER; PLATEAU RANCH NO. ONE; U.A.C.W.A.P COMPANY; AND ABERFELDY JOINT VENTURE RECORDED MARCH 16, 1999 IN BOOK 1681 AT PAGE [2099](#). AND AS AMENDED IN INSTRUMENT RECORDED JUNE 4, 2002 IN BOOK 2341 AT PAGE [27](#).
94. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT BY INSTRUMENT RECORDED APRIL 10, 2006, UNDER RECEPTION NO. [2006029985](#).  
  
(ITEMS 86 THROUGH 94 AFFECT PLATEAU RANCH PARCELS)
95. UNDIVIDED 3/4 INTEREST IN MINERAL RESERVES AS EVIDENCED BY TREASURER'S DEED RECORDED MARCH 18, 1931 IN BOOK 87 AT PAGE [38](#).
96. TERMS, CONDITIONS AND PROVISIONS OF TRANSMISSION RIGHT OF WAY AGREEMENT BY AND BETWEEN FRANK L. NORMAN AND E. KATHRYN NORMAN AND THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION RECORDED JULY 05, 1979 IN BOOK 364 AT PAGE [635](#).
97. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN PLATEAU RANCH NO. TWO, AND U.A.C.W.A.P COMPANY RECORDED SEPTEMBER 25, 1989 IN BOOK 874 AT PAGE [224](#).
98. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN PLATEAU RANCH NO. TWO, AND PLATEAU RANCH NO. ONE. RECORDED SEPTEMBER 25, 1989 IN BOOK 874 AT PAGE [227](#).
99. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR AN EASEMENT FOR POWER LINES AND POLES BY AND BETWEEN JOHN BAGNALL AND ROY N. ENTER RECORDED OCTOBER 21, 1993 IN BOOK 1155 AT PAGE [2495](#).
100. RIGHT OF WAY EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM AS GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION BY PLATEAU RANCH NO. TWO. IN INSTRUMENT RECORDED DECEMBER 22, 1993, IN BOOK 1169 AT PAGE [2532](#).

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**Schedule B-2**

**(Exceptions)**

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The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

101. RIGHT OF WAY EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM AS GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION BY PLATEAU RANCH NO. TWO IN INSTRUMENT RECORDED DECEMBER 22, 1993, IN BOOK 1169 AT PAGE [2533](#).
102. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN PAUL SAUNIER AND LYLAH G. SAUNIER; PLATEAU RANCH NO. ONE; U.A.C.W.A.P COMPANY; AND ABERFELDY JOINT VENTURE RECORDED MARCH 16, 1999 IN BOOK 1681 AT PAGE [2099](#). AND AS AMENDED IN INSTRUMENT RECORDED JUNE 4, 2002 IN BOOK 2341 AT PAGE [27](#).
103. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT BY INSTRUMENT RECORDED APRIL 10, 2006, UNDER RECEPTION NO. [2006029984](#).  
  
(ITEMS 95 THROUGH 103 AFFECT ABERFELDY PARCELS)
104. RESERVATION OF ALL RIGHTS OF WAY FOR DITCHES AND ROADS; AND ALL COAL, OIL AND OTHER MINERALS THEREUNDER AND THEREIN, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING SAME; AS SET OUT IN WARRANTY DEEDS FROM HELEN M. SMITH TO ELLEN MORGAN RECORDED JANUARY 4, 1917 IN BOOK 42 AT PAGE [556](#); FROM R. J. WELSH TO ELLEN MORGAN RECORDED JANUARY 4, 1917 IN BOOK 42 AT PAGE [557](#); AND FROM CLARENCE F. CONSIGNY TO ELLEN MORGAN RECORDED JANUARY 4, 1917 IN BOOK 42 AT PAGE [558](#).
105. UNDIVIDED 3/4 INTEREST IN MINERAL RESERVES AS EVIDENCED BY TREASURER'S DEED ISSUED TO H.A. NORMAN AND W.R. NORMAN RECORDED MARCH 18, 1931 IN BOOK 87 AT PAGE [38](#).
106. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN HAROLD W. NORMAN, KATHRYN NORMAN AND FRANK L. NORMAN AND THE CITY OF AURORA RECORDED OCTOBER 20, 1971 IN BOOK 222 AT PAGE [861](#).
107. UNDIVIDED 1/8 INTEREST IN ALL OIL, GAS AND OTHER MINERALS UNDERLYING THE SUBJECT PROPERTY AS CONVEYED IN TREASURER'S DEED ISSUED TO HORSESHOE RANCH ESTATES, LIMITED PARTNERSHIP, RECORDED JUNE 21, 1996 IN BOOK 1350 AT PAGE [1281](#).
108. TERMS, CONDITIONS AND PROVISIONS OF ROAD ACCESS AGREEMENT BY AND BETWEEN STEVEN ARENS AND MARILYN ARENS AND U.A.C.W.A.P. COMPANY RECORDED MAY 08, 2001 IN BOOK 2031 AT PAGE [281](#).
109. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT BY INSTRUMENT RECORDED APRIL 20, 2006, UNDER RECEPTION NO. [2006032923](#).
110. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN LICENSE AGREEMENT RECORDED JULY 28, 2006, UNDER RECEPTION NO. [2006064536](#).
111. EASEMENT GRANTED TO THE CITY OF AURORA, COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 04, 2008, UNDER RECEPTION NO. [2008039757](#).
112. DEED OF TRUST DATED NOVEMBER 26, 2002 FROM STEVEN A. ARENS AND MARILYN J. ARENS TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF ENGLEWOOD MORTGAGE COMPANY TO SECURE THE SUM OF \$100,000.00 RECORDED DECEMBER 09, 2002 UNDER

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**(Exceptions)**

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The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

RECEPTION NO. [2002133703](#).

SAID DEED OF TRUST WAS ASSIGNED TO WASHINGTON MUTUAL BANK, FA IN ASSIGNMENT RECORDED DECEMBER 09, 2002, UNDER RECEPTION NO. [2002133704](#).

(ITEMS 104 THROUGH 112 AFFECT ARENS PARCELS)

113. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS OF RIGHT OF WAY NO. 1662, BOOK 16, FOR AN ELECTRIC TRANSMISSION POWER LINE, BY AND BETWEEN THE STATE OF COLORADO AND PUBLIC SERVICE COMPANY OF COLORADO, RECORDED OCTOBER 21, 1966 IN BOOK 173 AT PAGE [52](#).
114. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS OF RIGHT OF WAY NO. 1980, BOOK 19, FOR A BURIED NATURAL GAS PIPELINE, BY AND BETWEEN THE STATE OF COLORADO AND PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 12, 1972 IN BOOK 237 AT PAGE [130](#).
115. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS OF RIGHT OF WAY NO. 1984, BOOK 19 FOR A WATER LINE RIGHT OF WAY FOR ROXBOROUGH PARK METROPOLITAN DISTRICT ACROSS THE SOUTH 28 FEET OF SAID SECTION, AS EVIDENCED BY MAP MADE A PART OF RULE AND ORDER RECORDED SEPTEMBER 21, 1973 IN BOOK 252 AT PAGE [654](#).
116. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS OF RIGHT OF WAY NO. 2326, BOOK 23 BY AND BETWEEN THE STATE OF COLORADO AND INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION FOR AN ELECTRIC TRANSMISSION LINE RECORDED APRIL 05, 1979 IN BOOK 357 AT PAGE [570](#) AND IN BOOK 357 AT PAGE 577.
117. TERMS, PROVISIONS AND CONDITIONS OF LEASE BETWEEN THE STATE OF COLORADO, LESSOR, AND THE ROBINSON BRICK AND TILE COMPANY, LESSEE, AS SET OUT IN CLAY MINING LEASE NO. 3016/16-S RECORDED MARCH 26, 1982, IN BOOK 437 AT PAGE [469](#).
118. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS OF RIGHT OF WAY NO. 2594, BOOK 25, BY AND BETWEEN THE STATE OF COLORADO AND DOUGLAS COUNTY, BOARD OF COUNTY COMMISSIONERS, FOR A ROAD, RECORDED SEPTEMBER 12, 1985 IN BOOK 594 AT PAGE [375](#).
119. NOTICE BY THE DENVER WATER DEPARTMENT OF UNDERGROUND FACILITIES, RECORDED OCTOBER 11, 1984 IN BOOK 543 AT PAGE [201](#).
120. TERMS, CONDITIONS AND PROVISIONS OF LICENSE AGREEMENT BY AND BETWEEN PUBLIC SERVICE CO. OF COLORADO AND ROXBOROUGH PARK METROPOLITAN DISTRICT RECORDED NOVEMBER 13, 1998 IN BOOK 1625 AT PAGE [465](#).
121. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY NO. 3040, BOOK 30 BY AND BETWEEN THE STATE OF COLORADO AND THE ROXBOROUGH PARK METROPOLITAN DISTRICT, FOR A WATER LINE, RECORDED NOVEMBER 13, 1998 IN BOOK 1625 AT PAGE [471](#).
122. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS OF RIGHT OF WAY NO. 3089, BOOK 30, BY AND BETWEEN THE STATE OF COLORADO AND ROXBOROUGH PARK METROPOLITAN DISTRICT, FOR A SANITARY SEWER LINE, RECORDED OCTOBER 26, 1999 IN BOOK 1769 AT PAGE [1701](#).
123. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS OF RIGHT OF WAY NO. 3288, BOOK 32, BY

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

AND BETWEEN THE STATE OF COLORADO AND ROXBOROUGH PARK METROPOLITAN DISTRICT, FOR A WATER PIPELINE, RECORDED JUNE 10, 2005 UNDER RECEPTION NO. [2005052812](#).

124. TERMS, CONDITIONS EASEMENTS AND PROVISIONS OF RIGHT OF WAY NO. 3285, BOOK 32, BY AND BETWEEN THE STATE OF COLORADO AND PUBLIC SERVICE COMPANY OF COLORADO RECORDED JUNE 23, 2005 UNDER RECEPTION NO. [2005056780](#).
125. RIGHT OF WAY GRANTED TO ROXBOROUGH PARK METROPOLITAN DISTRICT, FOR CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 07, 2008, UNDER RECEPTION NO. [2008055798](#).
126. RIGHT OF WAY GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, FOR CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 07, 2008, UNDER RECEPTION NO. [2008055799](#).
127. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS GRANTED IN RIGHT OF WAY BY INSTRUMENT RECORDED AUGUST 07, 2008, UNDER RECEPTION NO. [2008055800](#).
128. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING RESOLUTION R-009-158 RECORDED AUGUST 14, 2009 UNDER RECEPTION NO. [2009065374](#).
129. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING RESOLUTION R-011-088 RECORDED MAY 31, 2011 UNDER RECEPTION NO. [2011033415](#).
130. THE EFFECT OF OFFICIAL DEVELOPMENT PLAN FOR STERLING RANCH, RECORDED NOVEMBER 23, 2011 UNDER RECEPTION NO. [2011073957](#).
131. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING RESOLUTION R-013-079 RECORDED JULY 31, 2013 UNDER RECEPTION NO. [2013063478](#).
132. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT AND DECLARATION OF WATER CONSERVATION COVENANTS FOR STERLING RANCH RECORDED DECEMBER 10, 2013 UNDER RECEPTION NO. [2013095324](#).
133. THE EFFECT OF OFFICIAL DEVELOPMENT PLAN FOR STERLING RANCH, RECORDED DECEMBER 10, 2013 UNDER RECEPTION NO. [2013095325](#).
134. RESERVATIONS OR EXCEPTIONS IN PATENT FROM THE STATE OF COLORADO RECORDED DECEMBER 30, 2013 UNDER RECEPTION NO. [2013098928](#).
135. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NO SURFACE OCCUPANCY AGREEMENT RECORDED DECEMBER 30, 2013 UNDER RECEPTION NO. [2013098929](#).
136. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING PUBLIC IMPROVEMENT FEE RECORDED SEPTEMBER 28, 2015 UNDER RECEPTION NO. [2015069868](#).
137. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION ACCESS EASEMENT RECORDED OCTOBER 08,

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

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The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

2015 UNDER RECEPTION NO. [2015073238](#).

138. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED OCTOBER 27, 2015 UNDER RECEPTION NO. [2015077679](#).
139. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED OCTOBER 27, 2015 UNDER RECEPTION NO. [2015077792](#).
140. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JANUARY 26, 2016 UNDER RECEPTION NO. [2016005190](#).
141. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED FEBRUARY 16, 2016 UNDER RECEPTION NO. [2016009496](#).
142. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CROSSING AGREEMENT RECORDED MARCH 10, 2016 UNDER RECEPTION NO. [2016014180](#).

(ITEMS 113 THROUGH 142 AFFECT SR TEAM PARCELS)

143. RESERVATION OF 33-1/3 PERCENT OF OIL, GAS AND MINERAL RIGHTS RESERVED TO FRED A. SLOCUM AND WELDING D. SLOCUM IN DEED RECORDED MAY 05, 1956 IN BOOK 117 AT PAGE [33](#), AND RE-RECORDED FEBRUARY 16, 1959 IN BOOK 127 AT PAGE [176](#).
144. MINERAL DEED FROM BLANCHE I. SLOCUM TO FRED A. SLOCUM RECORDED AUGUST 25, 1972 IN BOOK 235 AT PAGE [8](#).
145. EASEMENT TO CONSTRUCT AND MAINTAIN WATER AND/OR SEWER LINES AS GRANTED ROXBOROUGH PARK METROPOLITAN DISTRICT AS SHOWN IN INSTRUMENT RECORDED AUGUST 1, 1979 IN BOOK 366 AT PAGE [876](#).
146. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN QUIT CLAIM DEED BETWEEN THE COUNTY OF DOUGLAS AND THE UNITED STATES OF AMERICA, RECORDED DECEMBER 3, 1980 IN BOOK 401 AT PAGE [184](#).

NOTE: CORRECTION DEED GIVEN IN REFERENCE TO THE ABOVE DEED RECORDED APRIL 12, 1982 IN BOOK 439 AT PAGE [26](#).

NOTE: RATIFICATION OF ABOVE REFERENCED QUIT CLAIM DEED RECORDED APRIL 12, 1982 IN BOOK 439 AT PAGE [20](#).

147. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN QUIT CLAIM DEED BETWEEN ROXBOROUGH LAND AND GRAVEL COMPANY AND DOUGLAS COUNTY, RECORDED SEPTEMBER 16, 1981 IN BOOK 421 AT PAGE [850](#).
148. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF

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**(Exceptions)**

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The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

WAY AGREEMENT BY AND BETWEEN ROXBOROUGH LAND AND GRAVEL COP, A COLORADO CORPORATION AND THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH THE BOARD OF WATER COMMISSIONERS RECORDED SEPTEMBER 18, 1984 IN BOOK 539 AT PAGE [746](#).

149. RIGHT OF WAY FOR EXISTING AND FUTURE TONY HELMER DITCH, DITCH NO. 165, RIGHT OF WAY DISCLOSED BY DITCH DECREE AND MAP RECORDED IN BOOK 75 AT PAGE 66 FILED MARCH 17, 1926, WHICH IS OR MAY BE LOCATED IN THE NORTH 1/2 SOUTHEAST 1/4 SECTION 35, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND AS DISCLOSED IN QCD RECORDED AUGUST 26, 1985 IN BOOK 591 AT PAGE [707](#).

150. TERMS, CONDITIONS AND PROVISIONS OF INCLUSION AND SERVICE AGREEMENT RECORDED JUNE 30, 1988 IN BOOK 800 AT PAGE [354](#).

151. TAP PURCHASE AGREEMENT AS RECORDED JULY 30, 1991 IN BOOK 985 AT PAGE [51](#). AMENDMENT RECORDED JULY 9, 1993 IN BOOK 1136 AT PAGE [1053](#).

152. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED DECEMBER 13, 1993 IN BOOK 1168 AT PAGE [150](#).

NOTE: CONSENT TO THE ABOVE LISTED EASEMENT AGREEMENT RECORDED MAY 12, 1997 IN BOOK 1430 AT PAGE [1079](#).

NOTE: AMENDED ORDER FOR INCLUSION RECORDED JANUARY 06, 2000 IN BOOK 1797 AT PAGE [826](#).

153. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED MAY 12, 1997 IN BOOK 1430 AT PAGE [1068](#).

NOTE: CONSENT TO THE ABOVE LISTED EASEMENT AGREEMENT RECORDED MAY 12, 1997 IN BOOK 1430 AT PAGE [1079](#).

154. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WEST METRO FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 27, 1999, IN BOOK 1698 AT PAGE [2254](#).

(AMENDED ORDER FOR INCLUSION RECORDED JANUARY 6, 2000 IN BOOK 1797 AT PAGE [826](#))

155. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 09, 1999, IN BOOK 1787 AT PAGE [35](#).

156. THE EFFECT OF CHATFIELD FARMS PLANNED DEVELOPMENT MAP RECORDED FEBRUARY 09, 2000, UNDER RECEPTION NO. [00008597](#) AND CHATFIELD FARMS PLANNED DEVELOPMENT 1ST AMENDMENT MAP RECORDED MAY 20, 2002, UNDER RECEPTION NO. [02048248](#).

157. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED MAY 31, 2000 IN BOOK 1850 AT PAGE [2100](#).

158. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED MAY 31, 2000 IN BOOK 1850 AT PAGE [2107](#).

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**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

159. STORM DRAINAGE EASEMENT AS GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO BY GRANT OF EASEMENT RECORDED DECEMBER 20, 2000 IN BOOK 1937 AT PAGE [2304](#).
160. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED MARCH 14, 2001 IN BOOK 1986 AT PAGE [1029](#).
161. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED MAY 15, 2001 IN BOOK 2036 AT PAGE [1428](#).
162. TERMS, CONDITIONS AND PROVISIONS OF LEASE BY AND BETWEEN LAND SECURITIES INVESTORS, LTD., A COLORADO LIMITED PARTNERSHIP, LESSOR, AND ROYAL CREST DAIRY, INC., PROFIT SHARING AND SAVINGS PLAN AND TRUST, LESSEE, RECORDED MARCH 12, 2002 IN BOOK 2284 AT PAGE [470](#).
163. THE EFFECT OF CHATFIELD FARMS PLANNED DEVELOPMENT 1ST AMENDMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [02048248](#).
164. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF CHATFIELD FARMS FILING NO. 1-A RECORDED AUGUST 2, 2002 UNDER RECEPTION NO. [2002075776](#).

NOTE: PLAT CORRECTION CERTIFICATE RECORDED OCTOBER 1, 2002 UNDER RECEPTION NO. [2002100565](#)

PLAT RATIFICATION RECORDED DECEMBER 19, 2002 UNDER RECEPTION NO. [2002139132](#)

PLAT RATIFICATION RECORDED DECEMBER 19, 2002 UNDER RECEPTION NO. [2002139133](#)

165. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHATFIELD FARMS FILING NO. 1-A, WHICH DOES NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 02, 2002, UNDER RECEPTION NO. [2002075777](#).

NOTE: AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHATFIELD FARMS FILING NO. 1-A RECORDED OCTOBER 4, 2004 UNDER RECEPTION NO. [2004102581](#).

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHATFIELD FARMS FILING NO. 1-A RECORDED JUNE 16, 2006 UNDER RECEPTION NO. [2006051171](#).

ANNEXATION IN CONNECTION THEREWITH RECORDED NOVEMBER 28, 2006 UNDER RECEPTION NO. [2006101273](#).

ASSIGNMENT OF DECLARANTS RIGHTS RECORDED OCTOBER 30, 2013 UNDER RECEPTION NO. [2013087180](#) AND RERECORDED DECEMBER 9, 2013 UNDER RECEPTION NO. [2013094908](#).



**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

166. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LICENSE AGREEMENT RECORDED AUGUST 21, 2002 UNDER RECEPTION NO. [2002083728](#).
167. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CHATFIELD FARMS FILING NO. 1-A, 1TH AMENDMENT RECORDED JULY 23, 2003 UNDER RECEPTION NO. [2003109967](#).  
  
RATIFICATION OF PLAT RECORDED FEBRUARY 17, 2004 UNDER RECEPTION NO. [2004016909](#).
168. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CHATFIELD FARMS FILING NO. 1-B RECORDED MARCH 12, 2004, UNDER RECEPTION NO. [2004025472](#).  
  
RATIFICATION OF PLAT RECORDED JULY 30, 2004, UNDER RECEPTION NO. [2004079528](#).
169. TERMS, CONDITIONS AND PROVISIONS OF PUBLIC SERVICE COMPANY EASEMENT RECORDED APRIL 14, 2005 AT RECEPTION NO. [2005032546](#).
170. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED OCTOBER 06, 2004, UNDER RECEPTION NO. [2004103738](#).
171. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED OCTOBER 22, 2004 UNDER RECEPTION NO. [2004108952](#).
172. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 26, 2005, UNDER RECEPTION NO. [2005080969](#).
173. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS AS SET FORTH AND GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT RECORDED APRIL 20, 2006 UNDER RECEPTION NO. [2006032921](#).
174. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT RECORDED APRIL 20, 2006 UNDER RECEPTION NO. [2006032922](#).
175. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS AS SET FORTH AND GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT RECORDED APRIL 20, 2006 UNDER RECEPTION NO. [2006035184](#).
176. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED OCTOBER 06, 2004, UNDER RECEPTION NO. [2004103738](#), AND ANNEXATION RECORDED MARCH 19, 2008 UNDER RECEPTION NO. [2008019757](#).

177. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 27, 2006, UNDER RECEPTION NO. [2006059464](#).
178. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT AGREEMENT RECORDED MAY 27, 2008 UNDER RECEPTION NO. [2008037605](#).
179. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE FACILITY EASEMENT DEED RECORDED JANUARY 12, 2009 UNDER RECEPTION NO. [2009001683](#).
180. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE FACILITY EASEMENT DEED RECORDED JANUARY 12, 2009 UNDER RECEPTION NO. [2009001684](#).
181. THE EFFECT OF OFFICIAL DEVELOPMENT PLAN FOR CHATFIELD FARMS PLANNED DEVELOPMENT, RECORDED APRIL 01, 2011 UNDER RECEPTION NO. [2011021466](#).
182. AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERTON CANYON RESERVE, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED APRIL 01, 2011, UNDER RECEPTION NO. [2011021467](#).
183. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED MARCH 15, 2013 UNDER RECEPTION NO. [2013021597](#).
184. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CHATFIELD FARMS FILING NO. 1-A, 6TH AMENDMENT RECORDED APRIL 29, 2014 UNDER RECEPTION NO. [2014021120](#).
185. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN ASSIGNMENT AND ASSUMPTION OF DRAINAGE EASEMENT MAINTENANCE OBLIGATION RECORDED JULY 21, 2014, UNDER RECEPTION NO. [2014040141](#).
186. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70454469-21

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JULY 21, 2014, UNDER RECEPTION NO. [2014040154](#).

187. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RECORDED DECEMBER 10, 2014 UNDER RECEPTION NO. [2014071893](#).
188. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-015-037 APPROVING THE AMENDED SERVICE PLAN OF ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RECORDED MARCH 10, 2015 UNDER RECEPTION NO. [2015014624](#) AND RERECORDED MARCH 11, 2015 UNDER RECEPTION NO. [2015014712](#).
189. (ITEM INTENTIONALLY DELETED)  
  
(ITEMS 143 THROUGH 189 AFFECT CHATFIELD FARMS PARCELS)
190. LEASE BETWEEN FRED A. SLOCUM, EMMETT B. SLOCUM AND WELDING D. SLOCUM, LESSOR, AND THE COLFAX PRESSED BRICK COMPANY, A CORPORATION (PREVIOUSLY KNOWN AS ROBINSON BRICK COMPANY NOW KNOWN AS GENERAL SHALE BRICK, INC.), LESSEE, AS SHOWN BY LEASE AGREEMENT RECORDED NOVEMBER 23, 1943, IN BOOK 96 AT PAGE [344](#).  
  
AMENDMENT THEREOF RECORDED AUGUST 17, 1960 IN BOOK 133 AT PAGE [219](#).
191. RIGHT OF WAY FOR INGRESS AND EGRESS OVER A ROAD NOW IN USE AND AS CONSTRUCTED SINCE THE YEAR 1928, AND AS NOW CONSTRUCTED OVER AND THROUGH THE NE1/4SE1/4 AND THE E1/2NE1/4 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 69 WEST, AND OVER AND ACROSS THE SE1/4 OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 69 WEST AND OVER AND ACROSS THE NW1/4SW1/4 AND THE SW1/4NW1/4 OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 69 WEST AS GRANTED IN DEED FROM ARTHUR H. HICKMAN AS ADMINISTRATOR OF THE ESTATE OF ELIZABETH L. HILL, DECEASED TO MALCOLM E. COLLIER SR. AND MALCOLM E. COLLIER, JR., RECORDED MARCH 12, 1964 IN BOOK 155 AT PAGE [485](#).
192. NOTICE OF FINDINGS AND DECREE OF CIVIL ACTION NO. 3635, RECORDED JULY 31, 1972 IN BOOK 233 AT PAGE [712](#)
193. NOTICE OF UNDERGROUND FACILITIES BY THE DENVER WATER DEPARTMENT RECORDED OCTOBER 11, 1984 IN BOOK 543 AT PAGE [201](#).
194. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT BY AND BETWEEN TIN CUP MINING COMPANY AND ROXBOROUGH VILLAGE JOINT VENTURE RECORDED JUNE 25, 1985 IN BOOK 581 AT PAGE [480](#).
195. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT BY AND BETWEEN TIN CUP MINING COMPANY AND ROXBOROUGH VILLAGE JOINT VENTURE RECORDED JUNE 27, 1985 IN BOOK 581 AT PAGE [905](#).

**Old Republic National Title Insurance Company  
Schedule B-2**

**(Exceptions)**

**Order Number:** ABN70454469-21

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

196. TERMS, CONDITIONS AND PROVISIONS OF QUIT CLAIM DEED FROM ROBINSON BRICK COMPANY TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS RECORDED JULY 15, 1992 IN BOOK 1070 AT PAGE [1125](#).
197. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN ROBINSON BRICK COMPANY AND ROXBOROUGH PARK METROPOLITAN DISTRICT RECORDED MAY 13, 1997 IN BOOK 1430 AT PAGE [2357](#).
198. THE EFFECT OF TREASURER'S DEED PURPORTING TO CONVEY 16.66 PERCENT MINERAL INTEREST TO VIRGIL PETERSON, RECORDED AUGUST 12, 2005, UNDER RECEPTION NO. [2005076272](#).
199. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE BURDENS AND OBLIGATIONS GRANTED IN DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT BY INSTRUMENT RECORDED JULY 24, 2006, UNDER RECEPTION NO. [2006062858](#).

(ITEMS 190 THROUGH 199 AFFECT ROBINSON BRICK PARCELS)

200. (ITEM INTENTIONALLY DELETED)
201. (ITEM INTENTIONALLY DELETED)
202. (ITEM INTENTIONALLY DELETED)
203. (ITEM INTENTIONALLY DELETED)
204. (ITEM INTENTIONALLY DELETED)
205. (ITEM INTENTIONALLY DELETED)
206. (ITEM INTENTIONALLY DELETED)
207. (ITEM INTENTIONALLY DELETED)
208. (ITEM INTENTIONALLY DELETED)
209. (ITEM INTENTIONALLY DELETED)
210. (ITEM INTENTIONALLY DELETED)
211. (ITEM INTENTIONALLY DELETED)
212. (ITEM INTENTIONALLY DELETED)
213. (ITEM INTENTIONALLY DELETED)
214. (ITEM INTENTIONALLY DELETED)
215. (ITEM INTENTIONALLY DELETED)

**Old Republic National Title Insurance Company  
Schedule B-2**

**(Exceptions)**

**Order Number:** ABN70454469-21

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

- 216. (ITEM INTENTIONALLY DELETED)
- 217. (ITEM INTENTIONALLY DELETED)
- 218. (ITEM INTENTIONALLY DELETED)
- 219. (ITEM INTENTIONALLY DELETED)
- 220. (ITEM INTENTIONALLY DELETED)
- 221. (ITEM INTENTIONALLY DELETED)
- 222. (ITEM INTENTIONALLY DELETED)
- 223. (ITEM INTENTIONALLY DELETED)
- 224. (ITEM INTENTIONALLY DELETED)
- 225. (ITEM INTENTIONALLY DELETED)
- 226. (ITEM INTENTIONALLY DELETED)
- 227. (ITEM INTENTIONALLY DELETED)



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
  - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



## LAND TITLE GUARANTEE COMPANY

### DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).


#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue  
Suite 600  
Denver, Colorado 80206  
303-321-1880

  
John E. Freyer, Jr.  
President



Old Republic National Title Insurance Company  
a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111

  
Mark Billbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



**EXHIBIT K-2  
TITLE COMMITMENT  
OF  
NORTH AMERICAN TITLE INSURANCE COMPANY**

**NORTH AMERICAN TITLE COMPANY OF COLORADO**  
7900 E. Union Ave, Suite 100, Denver, CO 80237  
Phone: (303)220-1112  
Fax: (303)220-1172

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The following changes have been made: **Exceptions**

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OUR FILE NO.: 36200-16-01845 REVISION NO.: **15**  
PROPERTY ADDRESS: Bell Mountain and Cherokee Ranch, Douglas County, CO

**DISTRIBUTION: VIA EMAIL TO ALL PARTIES REFERENCED BELOW.**  
In the event we have not been provided with a valid email address at the time of distribution, an alternative method of distribution may be used.

**ATTORNEY**

**Company Name:** Lewis Roca Rothgerber Christie LLP  
**Street Address:** 1200 17th Street, Suite 3000  
**City, State, Zip:** Denver, CO 80202  
**Attn:** Paula Taylor

**BUYER/BORROWER**

**Company Name:** Town of Castle Rock, a home rule municipality, acting by and through the Town of Castle Rock Water Enterprise  
**Street Address:**  
**City, State, Zip:**  
**Attn:** Jennifer King

**LISTING AGENT/BROKER**

**Company Name:** The Bromley Companies  
**Street Address:** 8301 E. Prentice Avenue, Suite 100  
**City, State, Zip:** Greenwood Village, CO 80111  
**Attn:** Josh Shipman



## COMMITMENT FOR TITLE INSURANCE

**North American Title Insurance Company**, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

### NORTH AMERICAN TITLE INSURANCE COMPANY

BY   
Emilio Fernandez, **PRESIDENT**

ATTEST   
Jefferson E. Howeth, **SECRETARY**



## COMMITMENT FOR TITLE INSURANCE CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the Proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Issued by:



1855 Gateway Boulevard, Suite 600  
Concord, CA 94520

Or call us at:

Western States: 800-869-3434      Eastern States: 800-374-8475  
[www.natic.com](http://www.natic.com)



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

**Issued By  
NORTH AMERICAN TITLE INSURANCE COMPANY**

1. **EFFECTIVE DATE:** **October 26, 2017 at 7:30 AM**      **FILE NO.:** 36200-16-01845  
**REVISION NO.:** **15**

2. **POLICY (OR POLICIES) TO BE ISSUED:**

(A)      **ALTA Owner's Policy (06/17/06)**      **AMOUNT:** \$5,000,000.00

**Proposed Insured:**

Town of Castle Rock, a home rule municipality, acting by and through the Town of Castle Rock Water Enterprise

( FEE SIMPLE AS TO PARCEL A AND EASEMENT AS TO PARCELS A-1, B, C, D, E, F, G, H, I AND J )

3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS FEE SIMPLE AS TO PARCEL A AND EASEMENT AS TO PARCELS A-1, B, C, D, E, F, G, H, I AND J AND TITLE THERETO IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company,  
Fee Simple Interest as to Parcel A,

United Water and Sanitation District, acting by and through its Ravenna Project Activity Enterprise,  
and United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State  
of Colorado  
Easement Interest as to Parcel A-1

Bromley District Water Providers, L.L.C., a Colorado limited liability company,  
United Water and Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise,  
and United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State  
of Colorado  
as to Parcel B,

Bell Mountain Water Co., L.P., a Colorado limited partnership,  
Bromley District Water Providers, L.L.C., a Colorado limited liability company,  
United Water and Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise,  
and United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State  
of Colorado  
as to Parcel C,

BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company,  
CAW EQUITIES, L.L.C., a Colorado limited liability company and  
Robert A. Lembke,  
as to Parcel D,

United Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of  
Colorado,  
as to Parcel E,

**COMMITMENT**

**FILE NO.:** 36200-16-01845  
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BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company,  
as to Parcels F, G, H, I and J

**4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

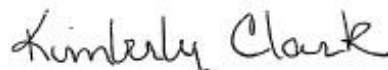
SEE EXHIBIT A ATTACHED HERETO

**FOR INFORMATIONAL PURPOSES:**

Bell Mountain and Cherokee Ranch  
Douglas County, CO

**ISSUED BY:**

NORTH AMERICAN TITLE COMPANY OF COLORADO  
ISSUE DATE: NOVEMBER 2, 2017



By: \_\_\_\_\_  
Authorized Officer or Agent

## EXHIBIT A

### **PARCEL A:**

Tracts B, I, L and N,  
Bell Mountain Ranch Subdivision Filing No. 1-A,

County of Douglas, State of Colorado.

Tract R,  
Bell Mountain Ranch Subdivision Filing No. 1-A, 1st Amendment,  
County of Douglas, State of Colorado.

Tract Q,  
Bell Mountain Ranch Subdivision Filing No. 1-B, 1st Amendment,  
County of Douglas, State of Colorado.

Tracts D, F, L, M, P, R, S,  
Bell Mountain Ranch Subdivision Filing No. 1-B,  
County of Douglas, State of Colorado.

As described in Special Warranty Deed recorded October 10, 2002 at Reception No. 2002105675.

Vested Owner - Bromley District Water Providers, L.L.C., a Colorado limited liability company

### **PARCEL A-1:**

Those easement rights created by instruments recorded February 28, 2003 at [Reception No. 2003026392](#) and recorded July 6, 2006 at Reception No. 2006057176, County of Douglas, State of Colorado.

Easement Owner - United Water and Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise and United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State of Colorado

### **PARCEL B:**

Those easement rights created by instruments recorded September 4, 2003 at [Reception No. 2003133365](#) and July 6, 2006 at Reception No. 2006057176 and recorded March 10, 2010 at Reception No. 2010015230, County of Douglas, State of Colorado

Easement Owner - Bromley District Water Providers, L.L.C., a Colorado limited liability company, United Water and Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise and United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State of Colorado

### **PARCEL C:**

Those easement rights created by instrument recorded September 10, 2001 in Book 2127 at Page 850 and in [Book 2127 at Page 870](#), Ratification and Relinquishment of Easements recorded March 10, 2010 at Reception No. 2010015230, and in instruments recorded February 28, 2003 at Reception No. 2003026392 and recorded July 6, 2006 at Reception No. 2006057176, County of Douglas, State of Colorado

Easement Owner - Bell Mountain Water Co., L.P., a Colorado limited partnership, Bromley District Water Providers, L.L.C., a Colorado limited liability company, United Water and Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise and United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State of Colorado

### **PARCEL D:**

## EXHIBIT A

Those easement rights created by instrument recorded January 18, 2013 at [Reception No. 2013005243](#), County of Douglas, State of Colorado

Easement Owner - Bromley District Water Providers, L.L.C., a Colorado limited liability company, CAW Equities, L.L.C., a Colorado limited liability company and Robert A. Lembke

### **PARCEL E:**

Those easement rights created by instrument recorded April 29, 2013 at [Reception No. 2013034803](#), County of Douglas, State of Colorado

Easement Owner - United Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado

### **PARCEL F:**

Those easement rights created by instrument recorded September 10, 2001 in Book 2127 at Page 850 and Ratification and Relinquishment of Easements recorded March 10, 2010 at Reception No. 2010015230 and Supplemental Easement recorded March 10, 2010 at [Reception No. 2010015232](#), County of Douglas, State of Colorado

Easement Owner - BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company

### **PARCEL G:**

Those easement rights created by instrument recorded March 10, 2010 at [Reception No. 2010015232](#), County of Douglas, State of Colorado

Easement Owner - BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company

### **PARCEL H:**

Those easement rights created by instrument recorded March 10, 2010 at Reception No. 2010015232, County of Douglas, State of Colorado

Easement Owner - BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company

### **PARCEL I:**

Those easement rights created by instrument recorded March 3, 2010 at [Reception No. 2010013557](#), County of Douglas, State of Colorado

Easement Owner - BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company

### **PARCEL J:**

Those easement rights created by instrument recorded July 18, 2003 at [Reception No. 2003107433](#), County of Douglas, State of Colorado

Easement Owner - BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company





**File No.:** 36200-16-01845

**Revision No.:** 15

**Date:** November 2, 2017

**Property Address:** Bell Mountain and Cherokee Ranch, Douglas County, CO

**Owner:** BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company,  
Fee Simple Interest as to Parcel A,

United Water and Sanitation District, acting by and through its Ravenna Project Activity Enterprise,  
and United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State of  
Colorado

Easement Interest as to Parcel A-1

Bromley District Water Providers, L.L.C., a Colorado limited liability company,  
United Water and Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise,  
and United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State of  
Colorado  
as to Parcel B,

Bell Mountain Water Co., L.P., a Colorado limited partnership,  
Bromley District Water Providers, L.L.C., a Colorado limited liability company,  
United Water and Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise,  
and United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State of  
Colorado  
as to Parcel C,

BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company,  
CAW EQUITIES, L.L.C., a Colorado limited liability company and  
Robert A. Lembke,  
as to Parcel D,

United Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of  
Colorado,  
as to Parcel E,

BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company,  
as to Parcels F, G, H, I and J

Please note that these estimated fees do not include any closing related fees.

**THANK YOU FOR THE OPPORTUNITY TO SERVE YOU**

7900 E. Union Ave, Suite 100  
Denver, CO 80237  
Phone (303)220-1112 Fax (303)220-1172

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**ESTIMATE OF TITLE PREMIUMS / FEES**

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ALTA Owner's Policy (06/17/06)	Basic Rate	\$8,621.00
Tax Statement Fee (Rate Area A) (25)		\$750.00
Additional Parcel Fee (18)		\$2,700.00
Research Fee (38 hrs.)		\$4,180.00

Please note that these estimated fees do not include any closing related fees.

**THANK YOU FOR THE OPPORTUNITY TO SERVE YOU**

7900 E. Union Ave, Suite 100  
Denver, CO 80237  
Phone (303)220-1112 Fax (303)220-1172

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**COMMITMENT**

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FILE NO.: 36200-16-01845  
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**SCHEDULE B - SECTION 1  
REQUIREMENTS**

The following are requirements to be complied with prior to the issuance of said policy or policies:

- A. **Payment to or for the account of the grantors or mortgagors of full consideration for the estate or interest to be insured.**
- B. **Proper instrument(s) creating the estate or interest to be insured must be executed and unless otherwise noted, all documents must be recorded in the office of the clerk and recorder of the county in which said property is located.**
- C. Duly executed and acknowledged Statement of Authority pursuant to C.R.S. 38-30-172, for the following entities:
- BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company;
- CAW EQUITIES, L.L.C., a Colorado limited liability company;
- United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State of Colorado;
- United Water and Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise:
- D. Special Warranty Deed sufficient to convey the fee simple estate in the land described herein from BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company, to Plum Creek CA, LLC, a Colorado limited liability company. **(PARCEL A)**
- E. Special Warranty Deeds sufficient to convey the easement interest in the land described herein, from the following to Plum Creek CA, LLC, a Colorado limited liability company
1. BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company as to **Parcels B, C, D, F, G, H, I and J.**
  2. United Water and Sanitation District, acting by and through its Ravenna Project Water Activity Enterprise as to **Parcels A-1, B, and C.**
  3. United Water and Sanitation District, a quasi-municipal corporation and political subdivision of State of Colorado as to **Parcels A-1, B, C and E.**
  4. Bell Mountain Water Co., L.P., a Colorado limited partnership as to **Parcel C.**
  5. CAW EQUITIES, L.L.C., a Colorado limited liability company as to **Parcel D.**
  6. Robert A. Lembke as to **Parcel D.**
- F. The Company requires a satisfactory statement from the association or its agent stating the amount, if any, of the unpaid common or maintenance charges against the land through the date of closing and that no liens or rights to a lien for unpaid common or maintenance charges have been sold, assigned or transferred to other parties. At that time, the Company may make additional requirements or exceptions.

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**COMMITMENT**

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**FILE NO.:** 36200-16-01845

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- G. Payment of all taxes and assessments now due and payable.
- H. Execution of Company's Final Affidavit by the Purchaser(s) and Seller(s).
- I. Duly executed and acknowledged Statement of Authority for Plum Creek CA, LLC, a Colorado limited liability company, pursuant to C.R.S. 38-30-172.
- J. Special Warranty Deed sufficient to convey the fee simple estate in the land described herein as to **Parcel A** from Plum Creek CA, LLC, a Colorado limited liability company, to Town of Castle Rock, a home rule municipality, acting by and through the Town of Castle Rock Water Enterprise.
- K. Special Warranty Deed sufficient to convey the easement interest in the land described herein, from Plum Creek CA, LLC, a Colorado limited liability company to Town of Castle Rock, a home rule municipality, acting by and through the Town of Castle Rock Water Enterprise. **(PARCELS A-1, B, C, D, E, F, G, H, I AND J)**

THIS COMMITMENT IS SUBJECT TO REVIEW AND APPROVAL OF THE UNDERWRITER. THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR ADD EXCEPTIONS UPON SAID REVIEW.

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## COMMITMENT

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FILE NO.: 36200-16-01845  
REVISION NO.: 15

### SCHEDULE B - SECTION 2 EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Record 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, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, conflict in boundary lines, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (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, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**Exceptions No. 8 through 38 affect PARCEL A and A-1**

8. The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights of way for ditches and canals as reserved in the United States Patent recorded April 18, 1896 in [Book 12 at Page 018](#), and recorded January 15, 1899 in [Book 12 at Page 072](#) and recorded April 7, 1911 in [Book 12 at Page 0342](#), and any and all assignments thereof or interests therein.
9. Undivided 1/2 interest in all oil, gas and/or other minerals as reserved by Deed recorded June 13, 1948 in [Book 101 at Page 0587](#), and any and all assignments thereof or interests therein.
10. Undivided 1/8 interest in all oil, gas and/or other minerals as reserved by Deed recorded August 15, 1957 in [Book 120 at Page 0194](#), and any and all assignments thereof or interests therein.
11. Terms, conditions, provisions, agreements and obligations specified under the Bell Mountain Ranch Development Guidelines recorded May 8, 1985 in [Book 573 at Page 0128](#).

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## COMMITMENT

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FILE NO.: 36200-16-01845

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12. Terms, conditions, provisions, agreements and obligations specified under the Bell Mountain Ranch Development Plan recorded May 8, 1985 at [Reception No. 352613](#) and Development Plan 1st Amendment recorded June 9, 1995 at [Reception No. 9525943](#) and Amendment recorded April 24, 2001 in [Book 2019 at Page 0135](#) and Fourth Amendment recorded April 24, 2001 in [Book 2019 at Page 0135](#) and recorded October 11, 2002 at [Reception No. 2002106210](#), Fifth Amendment recorded February 25, 2006 at [Reception No. 2006016375](#). Sixth Amendment recorded July 19, 2007 at [Reception No. 2007057260](#) Seventh Amendment recorded June 24, 2008 at [Reception No. 2008044570](#).
13. The effect of the inclusion of the subject property in the Bell Mountain Ranch Master Metropolitan District, as disclosed by the instrument recorded August 8, 1985 in [Book 588 at Page 0824](#).
14. The effect of the inclusion of the subject property in the Consolidated Bell Mountain Ranch Metropolitan District, as disclosed by the instrument recorded January 7, 1999 in [Book 1653 at Page 01094](#).
15. Terms, conditions, provisions, agreements and obligations specified under the Improvement Fee Agreement recorded March 17, 1999 in [Book 1682 at Page 0886](#).  
  
NOTE: Amendment to Improvement Fee Agreement recorded December 6, 1999 in [Book 1785 at Page 011](#).
16. Covenants, conditions, restrictions and easements, which do not include a forfeiture or reverter clause, and any and all supplements, amendments, and annexations thereto, set forth in the instrument(s) recorded January 24, 1996 in [Book 1314 at Page 01377](#) and amended by instrument recorded April 9, 1996 in [Book 1332 at Page 01448](#) and amended by instrument recorded April 24, 1996 in [Book 1336 at Page 0299](#) and amended by instrument recorded February 14, 1997 in [Book 1408 at Page 01669](#) and amended by instrument recorded April 27, 1998 in [Book 1540 at Page 02044](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. Declaration of Address for Foreclosure Notification recorded July 28, 2008 at [Reception No. 2008052969](#) and November 9, 2016 at [Reception No. 2016081142](#). Third Amended Declaration recorded March 10, 2010 at [Reception No. 2010015229](#). Certification recorded June 10, 1999 in [Book 1719 at Page 01595](#). Declaration of Address for Foreclosure Notification recorded November 9, 2016 at [Reception No. 2016081142](#).
17. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Bell Mountain Ranch Filing No. 1-A recorded January 11, 1996 at [Reception No. 96001921](#) and Amendment to Plat Note 17 recorded March 5, 1996 in [Book 1323 at Page 0259](#) and Plat Correction Certificate recorded March 15, 1999 in [Book 1680 at Page 02209](#). Ratification and Relinquishment of Easements recorded March 10, 2010 at [Reception No. 2010015230](#).
18. Terms, conditions, provisions, agreements and obligations specified under the Private Roadway Agreement recorded March 14, 1996 in [Book 1325 at Page 01590](#).
19. Terms, conditions, provisions, agreements and obligations specified under the Dry-Up Covenant recorded April 30, 1997 in [Book 1426 at Page 01478](#).
20. An easement granted for public access to and from the Eagle Ridge Planned Development by the instrument recorded April 23, 1998 in [Book 1539 at Page 0814](#) upon the terms and conditions set forth in the instrument.

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## COMMITMENT

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21. Terms, conditions, provisions, agreements and obligations specified under the Improvement Fee Agreement recorded March 25, 1997 in [Book 1417 at Page 01374](#).
22. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded September 29, 1997 in [Book 1468 at Page 01751](#).
23. Terms, conditions, provisions, agreements and obligations specified under the Roadway Easement and Access Agreement recorded December 4, 1996 in [Book 1391 at Page 01879](#).
24. Terms, conditions, provisions, agreements and obligations specified under the Communication Systems Right of Way and Easement recorded March 20, 1996 in [Book 1326 at Page 01711](#).
25. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded September 10, 2001 in [Book 2127 at Page 0864](#). Assignment of Easements recorded September 10, 2001 in [Book 2127 at Page 0870](#).
26. Terms, conditions, provisions, agreements and obligations specified under the Special Warranty Deed Easement Deed and Assignment recorded February 28, 2003 [at Reception No. 2003026392](#). First Amendment recorded July 18, 2003 [at Reception No. 2003107431](#).
27. Terms, conditions, provisions, agreements and obligations specified under the Special Warranty Easement Deed and Assignment recorded February 28, 2003 at [Reception No. 2003026393](#). First Amendment recorded July 18, 2003 at [Reception No. 2003107431](#).
28. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded August 30, 2004 at [Reception No. 2004090319](#).
29. Terms, conditions, provisions, agreements and obligations specified under the Special Warranty Deed Easement Deed and Assignment recorded July 6, 2006 at [Reception No. 2006057176](#).
30. Terms, conditions, provisions, agreements and obligations specified under the Bell Mountain Ranch Settlement Agreement recorded March 10, 2010 at [Reception No. 2010015114](#). First Amendment recorded May 28, 2010 at [Reception No. 2010032395](#).
31. Terms, conditions, provisions, agreements and obligations specified under the Amended and Restated Emergency Interconnect Agreement recorded March 10, 2010 at [Reception No. 2010015231](#). [Consent to Assignment of Certain Interests and Assets Form Silver Peaks Metropolitan District #1 To United Water and Sanitation District](#) recorded October 12, 2017 at [Reception No. 2017069345](#).
32. Terms, conditions, provisions, agreements and obligations specified under the Bromley Grantee Ratification Settlement Agreement and Restrictive Covenant recorded March 10, 2010 [at Reception No. 2010015233 and Reception No. 2010015235](#).
33. Oil and gas lease recorded October 18, 2010 [at Reception No. 2010068407](#) and any and all assignments thereof or interest therein.
34. Oil and gas lease recorded October 18, 2010 [at Reception No. 2010068408](#) and any and all assignments thereof or interest therein.

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## COMMITMENT

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35. Oil and gas lease recorded October 18, 2010 at [Reception No. 2010068409](#) and any and all assignments thereof or interest therein.
36. Oil and gas lease recorded October 18, 2010 at [Reception No. 2010068410](#) and any and all assignments thereof or interest therein.
37. Oil and gas lease recorded October 18, 2010 at [Reception No. 2010068411](#) and any and all assignments thereof or interest therein.
38. Oil and gas lease recorded October 18, 2010 at [Reception No. 2010068412](#) and any and all assignments thereof or interest therein.

**Exceptions No. 39 through 71 affect PARCEL A and A-1**

39. INTENTIONALLY DELETED (05/10/2017)
40. INTENTIONALLY DELETED (05/10/2017)
41. INTENTIONALLY DELETED (05/10/2017)
42. INTENTIONALLY DELETED (05/10/2017)
43. An easement for communication facilities and incidental purposes granted to The American Telephone and Telegraph Company by instrument recorded August 31, 1951 in [Book 103 at Page 0317](#).
44. All oil and gas, the right to prospect for , mine and remove such deposits and rights of way for ditches and canals as reserved in United States Patent recorded June 25, 1956 in [Book 117 at Page 0296](#), and any and all assignments thereof or interests therein.
45. INTENTIONALLY DELETED (05/10/2017)
46. An easement for utility and incidental purposes granted to Mountain States Telephone and Telegraph Company, by the instrument recorded May 10, 1965 in [Book 163 at Page 0294](#).
47. INTENTIONALLY DELETED (05/10/2017)
48. INTENTIONALLY DELETED (05/10/2017)
49. INTENTIONALLY DELETED (05/10/2017)
50. INTENTIONALLY DELETED (05/10/2017)
51. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Bell Mountain Ranch Subdivision Filing No. 1-B recorded April 23, 1998 at [Reception No. 9829016](#). Amended and Restated Emergency Interconnect Agreement recorded March 10, 2010 at [Reception No. 2010015231](#).



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**COMMITMENT**

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52. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded September 29, 1997 in [Book 1468 at Page 01751](#). Amended by Subordination Agreements recorded September 29, 1997 in [Book 1468 at Page 01763](#) and September 29, 1997 in [Book 1468 at Page 01770](#).
53. Terms, conditions, provisions, agreements and obligations specified under the Roadway Easement and Access Agreement recorded December 4, 1996 in [Book 1391 at Page 01879](#).
54. INTENTIONALLY DELETED (04/10/2017)
55. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. R-000-035 recorded February 10, 2000 in [Book 1808 at Page 0816](#).
56. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Bell Mountain Ranch Subdivision Filing 1-B, 1st Amendment recorded April 21, 2000 at [Reception No. 00026662](#).
57. An easement for right-of-way and incidental purposes granted to Intermountain Rural Electric Association, by the instrument recorded April 5, 2000 in [Book 1828 at Page 0164](#).
58. INTENTIONALLY DELETED (05/10/2017)
59. INTENTIONALLY DELETED (05/10/2017)
60. INTENTIONALLY DELETED (05/10/2017)
61. INTENTIONALLY DELETED (05/10/2017)
62. INTENTIONALLY DELETED (05/10/2017)
63. INTENTIONALLY DELETED (05/10/2017)
64. INTENTIONALLY DELETED (05/10/2017)
65. INTENTIONALLY DELETED (05/10/2017)
66. INTENTIONALLY DELETED (05/10/2017)
67. INTENTIONALLY DELETED (05/10/2017)
68. INTENTIONALLY DELETED (05/10/2017)
69. INTENTIONALLY DELETED (05/10/2017)
70. INTENTIONALLY DELETED (05/10/2017)
71. INTENTIONALLY DELETED (05/10/2017)

**Exceptions No. 72 through 105 affect PARCEL B, C, G, F AND H**

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72. The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights of way for ditches and canals as reserved in the United States Patent recorded April 18, 1896 in [Book 12 at Page 018](#), and recorded January 15, 1899 in [Book 12 at Page 072](#) and recorded April 7, 1911 in [Book 12 at Page 0342](#), and any and all assignments thereof or interests therein.
73. Undivided 1/2 interest in all oil, gas and/or other minerals as reserved by Deed recorded June 13, 1948 in [Book 101 at Page 0587](#), and any and all assignments thereof or interests therein.
74. Undivided 1/8 interest in all oil, gas and/or other minerals as reserved by Deed recorded August 15, 1957 in [Book 120 at Page 0194](#), and any and all assignments thereof or interests therein.
75. Terms, conditions, provisions, agreements and obligations specified under the Bell Mountain Ranch Development Guidelines recorded May 8, 1985 in [Book 573 at Page 0128](#).
76. Terms, conditions, provisions, agreements and obligations specified under the Bell Mountain Ranch Development Plan recorded May 8, 1985 at [Reception No. 352613](#) and Development Plan 1st Amendment recorded June 9, 1995 at [Reception No. 9525943](#) and Amendment recorded April 24, 2001 in [Book 2019 at Page 0135](#) and Fourth Amendment recorded October 11, 2002 at [Reception No. 2002106210](#). Fifth Amendment recorded February 25, 2006 at [Reception No. 2006016375](#). Sixth Amendment recorded July 19, 2007 at [Reception No. 2007057260](#) Seventh Amendment recorded June 24, 2008 at [Reception No. 2008044570](#).
77. The effect of the inclusion of the subject property in the Bell Mountain Ranch Master Metropolitan District, as disclosed by the instrument recorded August 8, 1985 in [Book 588 at Page 0824](#).
78. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Bell Mountain Ranch Filing No. 1-A recorded January 11, 1996 at [Reception No. 9601921](#) and Amendment to Plat Note 17 recorded March 5, 1996 in [Book 1323 at Page 0259](#) and Plat Correction Certificate recorded March 15, 1999 in [Book 1680 at Page 02209](#). Ratification and Relinquishment of Easements recorded March 10, 2010 at [Reception No. 2010015230](#).
79. Covenants, conditions, restrictions and easements, which do not include a forfeiture or reverter clause, and any and all supplements, amendments, and annexations thereto, set forth in the instrument(s) recorded January 24, 1996 in [Book 1314 at Page 01377](#) and amended by instrument recorded April 9, 1996 in [Book 1332 at Page 01448](#) and amended by instrument recorded April 24, 1996 in [Book 1336 at Page 0299](#) and amended by instrument recorded February 14, 1997 in [Book 1408 at Page 01669](#) and amended by instrument recorded April 27, 1998 in [Book 1540 at Page 02044](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. Declaration of Address for Foreclosure Notification recorded July 28, 2008 at [Reception No. 2008052969](#) and November 9, 2016 at [Reception No. 2016081142](#). Third Amended Declaration recorded March 10, 2010 at [Reception No. 2010015229](#). Certification recorded June 10, 1999 in [Book 1719 at Page 01595](#). Declaration of Address for Foreclosure Notification recorded November 9, 2016 at Reception No. 2016081142.
80. Terms, conditions, provisions, agreements and obligations specified under the Private Roadway Agreement recorded March 14, 1996 in [Book 1325 at Page 01590](#).
81. Terms, conditions, provisions, agreements and obligations specified under the Communication Systems Right of Way and Easement recorded March 20, 1996 in [Book 1326 at Page 01711](#).

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82. Terms, conditions, provisions, agreements and obligations specified under the Roadway Easement and Access Agreement recorded December 4, 1996 in [Book 1391 at Page 01879](#).
83. Terms, conditions, provisions, agreements and obligations specified under the Improvement Fee Agreement recorded March 25, 1997 in [Book 1417 at Page 01374](#).
84. Terms, conditions, provisions, agreements and obligations specified under the Dry-Up Covenant recorded April 30, 1997 in [Book 1426 at Page 01478](#).
85. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded September 29, 1997 in [Book 1468 at Page 01751](#).
86. An easement granted for public access to and from the Eagle Ridge Planned Development by the instrument recorded April 23, 1998 in [Book 1539 at Page 0814](#) upon the terms and conditions set forth in the instrument.
87. The effect of the inclusion of the subject property in the Consolidated Bell Mountain Ranch Metropolitan District, as disclosed by the instrument recorded January 7, 1999 in [Book 1653 at Page 01094](#).
88. Terms, conditions, provisions, agreements and obligations specified under the Improvement Fee Agreement recorded March 17, 1999 in [Book 1682 at Page 0886](#).
- NOTE: Amendment to Improvement Fee Agreement recorded December 6, 1999 in [Book 1785 at Page 011](#).
89. The effect of any failure to comply with the terms, conditions, provisions, agreements and obligations specified under the Emergency Interconnect and Easement Agreement recorded September 10, 2001 in [Book 2127 at Page 0850](#). Assignment of Easements recorded September 10, 2001 in [Book 2127 at Page 0869](#).
90. INTENTIONALLY DELETED (04/10/2017)
91. Terms, conditions, provisions, agreements and obligations specified under the Findings of Fact, Conclusions of Law, Judgment and Decree recorded May 20, 2002 in [Book 2331 at Page 01878](#).
92. Terms, conditions, provisions, agreements and obligations specified under the Special Warranty Deed Easement Deed and Assignment recorded February 28, 2003 [at Reception No. 2003026392](#). First Amendment recorded July 18, 2003 [at Reception No. 2003107431](#).
93. Terms, conditions, provisions, agreements and obligations specified under the Special Warranty Easement Deed and Assignment recorded February 28, 2003 [at Reception No. 2003026393](#). First Amendment recorded July 18, 2003 [at Reception No. 2003107431](#).
94. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded September 4, 2003 [at Reception No. 2003133365](#).
95. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded August 30, 2004 [at Reception No. 2004090320](#).

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- 96. Terms, conditions, provisions, agreements and obligations specified under the Special Warranty Deed Easement Deed and Assignment recorded July 6, 2006 **at Reception No. 2006057176.**
- 97. Terms, conditions, provisions, agreements and obligations specified under the Bell Mountain Ranch Settlement Agreement recorded March 10, 2010 **at Reception No. 2010015114.** First Amendment recorded May 28, 2010 **at Reception No. 2010032395.**
- 98. Terms, conditions, provisions, agreements and obligations specified under the Ratification and Relinquishment of Easements recorded March 10, 2010 **at Reception No. 2010015230.**
- 99. Terms, conditions, provisions, agreements and obligations specified under the Amended and Restated Emergency Interconnect Agreement recorded March 10, 2010 **at Reception No. 2010015231.** **Consent to Assignment of Certain Interests and Assets Form Silver Peaks Metropolitan District #1 To United Water and Sanitation District recorded October 12, 2017 at Reception No. 2017069345.**
- 100. Terms, conditions, provisions, agreements and obligations specified under the Supplemental Easements recorded March 10, 2010 **at Reception No. 2010015232.**
- 101. Terms, conditions, provisions, agreements and obligations specified under the Bromley Grantee Ratification Settlement Agreement and Restrictive Covenant recorded March 10, 2010 **at Reception No. 2010015233 and Reception No. 2010015235.**
- 102. Oil and gas lease recorded October 18, 2010 **at Reception No. 2010068408** and any and all assignments thereof or interest therein.
- 103. Oil and gas lease recorded October 18, 2010 **at Reception No. 2010068411** and any and all assignments thereof or interest therein.
- 104. Oil and gas lease recorded October 18, 2010 **at Reception No. 2010068412** and any and all assignments thereof or interest therein.
- 105. Terms, conditions, provisions, agreements and obligations specified under the Easement Deed by Court Order in Settlement of Landowner Action recorded July 19, 2013 **at Reception No. 2013060464.**

**Exceptions No. 106 through 148 affect PARCELS B, C, F, G AND H**

- 106. INTENTIONALLY DELETED (05/10/2017)
- 107. INTENTIONALLY DELETED (05/10/2017)
- 108. INTENTIONALLY DELETED (05/10/2017)
- 109. INTENTIONALLY DELETED (05/10/2017)
- 110. INTENTIONALLY DELETED (05/10/2017)
- 111. INTENTIONALLY DELETED (05/10/2017)
- 112. INTENTIONALLY DELETED (05/10/2017)
- 113. INTENTIONALLY DELETED (05/10/2017)

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- 114. INTENTIONALLY DELETED (05/10/2017)
- 115. INTENTIONALLY DELETED (05/10/2017)
- 116. INTENTIONALLY DELETED (05/10/2017)
- 117. INTENTIONALLY DELETED (05/10/2017)
- 118. INTENTIONALLY DELETED (05/10/2017)
- 119. INTENTIONALLY DELETED (05/10/2017)
- 120. INTENTIONALLY DELETED (05/10/2017)
- 121. INTENTIONALLY DELETED (04/10/2017)
- 122. INTENTIONALLY DELETED (05/10/2017)
- 123. Terms, conditions, provisions, agreements and obligations specified under the Special Warranty Deed water rights recorded September 10, 2001 in [Book 2127 at Page 0846](#). Correction recorded October 10, 2002 **at Reception No. 2002105672.**
- 124. INTENTIONALLY DELETED (05/10/2017)
- 125. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded September 10, 2001 in [Book 2127 at Page 0864](#). Assignment of Easements recorded September 10, 2001 in [Book 2127 at Page 0870](#).
- 126. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Bell Mountain Ranch Subdivision Filing No. 1-A, 3rd Amendment recorded December 13, 2001 at [Reception No. 01120784](#). Plat Correction Certificate recorded December 27, 2001 in [Book 2223 at Page 01813](#).
- 127. INTENTIONALLY DELETED (05/10/2017)
- 128. INTENTIONALLY DELETED (04/10/2017)
- 129. INTENTIONALLY DELETED (05/10/2017)
- 130. INTENTIONALLY DELETED (05/10/2017)
- 131. INTENTIONALLY DELETED (05/10/2017)
- 132. INTENTIONALLY DELETED (05/10/2017)
- 133. INTENTIONALLY DELETED (05/10/2017)
- 134. INTENTIONALLY DELETED (05/10/2017)
- 135. INTENTIONALLY DELETED (05/10/2017)

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- 136. INTENTIONALLY DELETED (05/10/2017)
- 137. INTENTIONALLY DELETED (05/10/2017)
- 138. INTENTIONALLY DELETED (05/10/2017)
- 139. Oil and gas lease recorded October 18, 2010 at [Reception No. 2010068407](#) and any and all assignments thereof or interest therein.
- 140. INTENTIONALLY DELETED (05/10/2017)
- 141. Oil and gas lease recorded October 18, 2010 at [Reception No. 2010068409](#) and any and all assignments thereof or interest therein.
- 142. Oil and gas lease recorded October 18, 2010 at [Reception No. 2010068410](#) and any and all assignments thereof or interest therein.
- 143. INTENTIONALLY DELETED (05/10/2017)
- 144. INTENTIONALLY DELETED (05/10/2017)
- 145. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded June 21, 2013 at [Reception No. 2013052013](#).
- 146. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded June 21, 2013 at [Reception No. 2013052014](#).
- 147. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded June 21, 2013 at [Reception No. 2013052016](#).
- 148. Terms, conditions, provisions, agreements and obligations specified under the Easement Deed by Court Order in Settlement of Landowner Action recorded July 19, 2013 at [Reception No. 2013060464](#).

**Exceptions No. 149 through 183 affect PARCELS C, F, G, H, I AND J**

- 149. INTENTIONALLY DELETED (05/10/2017)
- 150. INTENTIONALLY DELETED (05/10/2017)
- 151. INTENTIONALLY DELETED (05/10/2017)
- 152. INTENTIONALLY DELETED (05/10/2017)
- 153. An easement for communication facilities and incidental purposes granted to The American Telephone and Telegraph Company by instrument recorded August 31, 1951 in [Book 103 at Page 0317](#).
- 154. All oil and gas, the right to prospect for , mine and remove such deposits and rights of way for ditches and canals as reserved in United States Patent recorded June 25, 1956 in [Book 117 at Page 0296](#), and any and all assignments thereof or interests therein.
- 155. INTENTIONALLY DELETED (05/10/2017)

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156. An easement for utility and incidental purposes granted to Mountain States Telephone and Telegraph Company, by the instrument recorded May 10, 1965 in [Book 163 at Page 0294](#).
157. INTENTIONALLY DELETED (05/10/2017)
158. INTENTIONALLY DELETED (05/10/2017)
159. INTENTIONALLY DELETED (05/10/2017)
160. INTENTIONALLY DELETED (05/10/2017)
161. INTENTIONALLY DELETED (04/10/2017)
162. INTENTIONALLY DELETED (05/10/2017)
163. INTENTIONALLY DELETED (05/10/2017)
164. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Bell Mountain Ranch Subdivision Filing No. 1-B recorded April 23, 1998 at [Reception No. 9829016](#). Amended and Restated Emergency Interconnect Agreement recorded March 10, 2010 at [Reception No. 2010015231](#). [Consent to Assignment of Certain Interests and Assets Form Silver Peaks Metropolitan District #1 To United Water and Sanitation District recorded October 12, 2017 at Reception No. 2017069345](#).
165. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. R-000-035 recorded February 10, 2000 in [Book 1808 at Page 0816](#).
166. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Bell Mountain Ranch Subdivision Filing 1-B, 1st Amendment recorded April 21, 2000 at [Reception No. 00026662](#).
167. An easement for right-of-way and incidental purposes granted to Intermountain Rural Electric Association, by the instrument recorded April 5, 2000 in [Book 1828 at Page 0164](#).
168. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded September 10, 2001 in [Book 2127 at Page 864](#). Assignment of Easements recorded September 10, 2001 in [Book 2127 at Page 870](#).
169. INTENTIONALLY DELETED (05/10/2017)
170. INTENTIONALLY DELETED (04/10/2017)
171. INTENTIONALLY DELETED (05/10/2017)
172. INTENTIONALLY DELETED (05/10/2017)
173. INTENTIONALLY DELETED (05/10/2017)
174. INTENTIONALLY DELETED (05/10/2017)

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- 175. INTENTIONALLY DELETED (05/10/2017)
- 176. INTENTIONALLY DELETED (05/10/2017)
- 177. INTENTIONALLY DELETED (05/10/2017)
- 178. INTENTIONALLY DELETED (05/10/2017)
- 179. INTENTIONALLY DELETED (05/10/2017)
- 180. INTENTIONALLY DELETED (05/10/2017)
- 181. INTENTIONALLY DELETED (05/10/2017)
- 182. INTENTIONALLY DELETED (05/10/2017)
- 183. INTENTIONALLY DELETED (05/10/2017)

**Exceptions No. 184 through 252 affect PARCELS D AND E**

- 184. The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights of way for ditches and canals as reserved in the United States Patent recorded [Book P at Page 133](#) and in [Book X at Page 390](#) and in [Book 12 at Page 0207](#), and any and all assignments thereof or interests therein.
- 185. Undivided 1/2 interest in all oil, gas and/or other minerals as reserved by Deed recorded December 22, 1980 in [Book 402 at Page 684](#) and in [Book 402 at Page 689](#) and in [Book 402 at Page 694](#), and any and all assignments thereof or interests therein.
- 186. Reservations as contained in Deed recorded August 24, 1971 in [Book 221 at Page 131](#) and in [Book 221 at Page 133](#).
- 187. Terms, conditions, provisions, agreements and obligations specified under the Deed recorded October 25, 1978 in [Book 345 at Page 135](#) and in Deed recorded April 23, 1979 in [Book 358 at Page 833](#). (Section 14)
- 188. The effect of the inclusion of the subject property in the West Douglas County Fire Protection District, as disclosed by the instrument recorded May 21, 1980 in [Book 387 at Page 523](#) and recorded May 29, 1980 in [Book 387 at Page 779](#).
- 189. Terms, conditions, provisions, agreements and obligations specified under the Findings of Fact in the Matter of the Application for Water Rights recorded February 22, 1983 in [Book 466 at Page 384](#) and recorded March 31, 1981 in [Book 466 at Page 397](#) and recorded February 22, 1983 in [Book 466 at Page 413](#) and in [Book 466 at Page 439](#).
- 190. Terms, conditions, provisions, agreements and obligations specified under the Lis Pendens recorded August 12, 1983 in [Book 486 at Page 517](#). Order recorded August 22, 1983 in [Book 487 at Page 274](#).
- 191. Terms, conditions, provisions, agreements and obligations specified under the General Right of Way Easement recorded September 19, 1983 in [Book 490 at Page 1151](#). (Section 8)



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192. INTENTIONALLY DELETED (04/10/2017)
193. Terms, conditions, provisions, agreements and obligations specified under the Survey recorded in [Book 535 at Page 239](#). (Section 13)
194. INTENTIONALLY DELETED (04/19/2017)
195. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded September 27, 1984 in [Book 541 at Page 34](#). (Sections 5, 7 and 8)
196. Terms, conditions, provisions, agreements and obligations specified under the Rule, Order and decree recorded January 30, 1985 in [Book 559 at Page 838](#). (Sections 19 and 24)
197. Terms, conditions, provisions, agreements and obligations specified under the Deed recorded November 18, 1986 in [Book 680 at Page 251](#). (Section 12)
198. The effect of the inclusion of the subject property in the Castlewood Fire Protection District, as disclosed by the instrument recorded December 31, 1986 in [Book 691 at Page 462](#).
199. Terms, conditions, provisions, agreements and obligations specified under the General Right of Way Easement recorded April 1, 1987 in [Book 710 at Page 70](#). (Sections 8 and 17)
200. Terms, conditions, provisions, agreements and obligations specified under the Conveyance of Easement recorded February 25, 1988 in [Book 777 at Page 937](#).
201. Terms, conditions, provisions, agreements and obligations specified under the Conveyance of Easement and Agreement recorded May 3, 1988 in [Book 790 at Page 134](#).
202. Terms, conditions, provisions, agreements and obligations specified under the Agreement recorded October 13, 1988 in [Book 819 at Page 732](#). First Amendment of Agreement recorded October 6, 1994 in [Book 1223 at Page 142](#). (Section 5)
203. Terms, conditions, provisions, agreements and obligations specified under the Water Lease and Water Facility Purchase Agreement recorded September 20, 1989 in [Book 873 at Page 745](#).
204. Terms, conditions, provisions, agreements and obligations specified under the Stipulation and Order recorded April 5, 1990 in [Book 905 at Page 703](#). (Section 19)
205. Terms, conditions, provisions, agreements and obligations specified under the Easement recorded March 13, 1992 [Book 1035 at Page 605](#). ( Sections 5, 7, 13, 14, 17, 18 and 20)
206. Terms, conditions, provisions, agreements and obligations specified under the General Right-of-Way Easement recorded July 13, 1995 in [Book 1274 at Page 1147](#). (Section 5)
207. Terms, conditions, provisions, agreements and obligations specified under the General Right-of-Way Easement recorded July 13, 1995 in [Book 1274 at Page 1150](#). (Section 5)
208. Terms, conditions, provisions, agreements and obligations specified under the General Right-of-Way Easement recorded July 13, 1995 in [Book 1274 at Page 1153](#). (Section 5)

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209. Water Deed recorded November 19, 1996 in [Book 1387 at Page 1688](#) and [in Book 1387 at Page 1690](#).
210. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. R-996-150 recorded December 12, 1996 in [Book 1393 at Page 1871](#).
211. Terms, conditions, provisions, agreements and obligations specified under the Deed of Conservation Easement recorded December 12, 1996 in [Book 1394 at Page 38](#).
212. Terms, conditions, provisions, agreements and obligations specified under the Boundary Agreement recorded November 3, 1997 in [Book 1479 at Page 1889](#).
213. INTENTIONALLY DELETED (04/10/2017)
214. INTENTIONALLY DELETED (04/19/2017)
215. Terms, conditions, provisions, agreements and obligations specified under the Findings of Fact Concerning the Application of Water Rights recorded November 9, 1999 in [Book 1776 at Page 165](#).
216. Terms, conditions, provisions, agreements and obligations specified under the Agreement recorded March 6, 2000 in [Book 1816 at Page 1700](#).
217. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded June 7, 2000 in [Book 1854 at Page 170](#).
218. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded June 7, 2000 in [Book 1854 at Page 178](#).
219. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. 001-095 recorded August 8, 2001 in [Book 2104 at Page 1808](#).
220. Terms, conditions, provisions, agreements and obligations specified under the Special Warranty Deed recorded September 27, 2001 in [Book 2139 at Page 1543](#).
221. Terms, conditions, provisions, agreements and obligations specified under the Permanent Slope and Drainage Easement Deed recorded September 27, 2001 in [Book 2139 at Page 1546](#).
222. Terms, conditions, provisions, agreements and obligations specified under the Request for Notification of Surface Development recorded May 16, 2002 in [Book 2330 at Page 1492](#).
223. Terms, conditions, provisions, agreements and obligations specified under the Findings of Fact Concerning the Application of Water Rights recorded July 1, 2002 in [Book 2359 at Page 2029](#).
224. INTENTIONALLY DELETED (04/10/2017)
225. INTENTIONALLY DELETED (04/10/2017)
226. INTENTIONALLY DELETED (04/10/2017)
227. INTENTIONALLY DELETED (04/10/2017)

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228. Terms, conditions, provisions, agreements and obligations specified under the Affidavit recorded November 21, 2002 at [Reception No. 2002126812](#).
229. The effect of any failure to comply with the terms, conditions, provisions, agreements and obligations specified under the Easement Deed recorded November 21, 2002 at [Reception No. 2002126814](#). Assignment of Easement Deed recorded November 21, 2002 at [Reception No. 2002126815](#). Amended Easement Deed recorded March 10, 2008 at [Reception No. 2008016987](#), Second Amended Easement Deed recorded January 18, 2013 at [Reception No. 2013005243](#).
230. Terms, conditions, provisions, agreements and obligations specified under the Agreement recorded March 3, 2003 at [Reception No. 2003027204](#).
231. Terms, conditions, provisions, agreements and obligations specified under the Agreement recorded March 3, 2003 at [Reception No. 2003027205](#).
232. INTENTIONALLY DELETED (04/10/2017)
233. Terms, conditions, provisions, agreements and obligations specified under the Possession and Use Agreement recorded July 9, 2003 at [Reception No. 2003101829](#).
234. Terms, conditions, provisions, agreements and obligations specified under the Gas Pipeline Easement recorded July 22, 2003 at [Reception No. 2003109215](#).
235. Terms, conditions, provisions, agreements and obligations specified under the General Right-of-Way Easement recorded September 16, 2003 at [Reception No. 2003138153](#).
236. Terms, conditions, provisions, agreements and obligations specified under the Map recorded at [Reception No. 2003173278](#).
237. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded December 19, 2003 at [Reception No. 2003179223](#).
238. Terms, conditions, provisions, agreements and obligations specified under the Lis Pendens recorded February 23, 2004 at [Reception No. 2004018733](#). Rule and Order recorded April 3, 2008 at [Reception No. 2008024043](#).
239. Terms, conditions, provisions, agreements and obligations specified under the Notice of Lis Pendens recorded March 26, 2004 at [Reception No. 2004030100](#). Rule and Order recorded July 21, 2008 at [Reception No. 2008051132](#).
240. Terms, conditions, provisions, agreements and obligations specified under the Lis Pendens recorded November 29, 2006 at [Reception No. 2006102715](#).
241. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. r-007-076 recorded June 6, 2007 at [Reception No. 2007045318](#).
242. Terms, conditions, provisions, agreements and obligations specified under the First Amended Operating And Maintenance Agreement recorded March 10, 2008 at [Reception No. 2008016983](#).
243. INTENTIONALLY DELETED (04/10/2017)

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244. INTENTIONALLY DELETED (04/10/2017)
245. Terms, conditions, provisions, agreements and obligations specified under the Grant of Temporary Construction Easement recorded December 22, 2008 at [Reception No. 2008085553](#).
246. Terms, conditions, provisions, agreements and obligations specified under the Rule and Order Department of Transportation recorded June 17, 2010 at [Reception No. 2010036761](#).
247. Oil and gas lease recorded April 25, 2011 at [Reception No. 2011025710](#) and any and all assignments thereof or interest therein.
248. Terms, conditions, provisions, agreements and obligations specified under the Temporary Construction Easement recorded April 29, 2013 at [Reception No. 2013034802](#).
249. The effect of any failure to comply with the terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded April 29, 2013 at [Reception No. 2013034803](#).
250. Terms, conditions, provisions, agreements and obligations specified under the Approval of Water Rights recorded August 1, 2013 at [Reception No. 2013064111](#).
251. Terms, conditions, provisions, agreements and obligations specified under the Declaration of Restrictive Covenants recorded January 7, 2015 at [Reception No. 2015001032](#).
252. Terms, conditions, provisions, agreements and obligations specified under the General Right-of-Way Easement recorded May 17, 2016 at [Reception No. 2016030717](#).
- Exceptions No. 253 through 276 affect PARCELS G, H, I and J**
253. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Repurchase Rights recorded December 30, 1999 at [Reception No. 99107887](#).
254. INTENTIONALLY DELETED (04/10/2017)
255. The effect of any failure to comply with the terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded July 18, 2003 at [Reception No. 2003107433](#).
256. Terms, conditions, provisions, agreements and obligations specified under the Lot Line Adjustment Approval Certificate recorded October 13, 2003 at [Reception No. 2003149753](#).
257. Terms, conditions, provisions, agreements and obligations specified under the Design Review Committee Owner Revision Approval recorded December 21, 2004 at [Reception No. 2004129037](#).
258. The effect of any failure to comply with the terms, conditions, provisions, agreements and obligations specified under the Commercial Water Well Easement recorded January 7, 2005 at [Reception No. 2005002457](#). Assignment of Commercial Water Well Easement recorded March 3, 2010 at [Reception No. 2010013557](#).
259. Terms, conditions, provisions, agreements and obligations specified under the Easement Deed and Agreement recorded November 8, 2005 at [Reception No. 2005107687](#).

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260. The effect of any failure to comply with the terms, conditions, provisions, agreements and obligations specified under the Special Warranty Easement Deed and Assignment recorded July 6, 2006 at [Reception No. 2006057176](#).
261. Terms, conditions, provisions, agreements and obligations specified under the Release of Easement Deed and Agreement recorded November 28, 2007 at [Reception No. 2007092474](#).
262. Terms, conditions, provisions, agreements and obligations specified under the Easement Deed and Agreement recorded November 28, 2007 at [Reception No. 2007092475](#).
263. Terms, conditions, provisions, agreements and obligations specified under the Inclusion Agreement recorded September 4, 2008 at [Reception No. 2008061612](#).
264. Terms, conditions, provisions, agreements and obligations specified under the Assignment of Commercial Water Well Easement recorded March 3, 2010 at [Reception No. 2010013557](#).
265. INTENTIONALLY DELETED (05/10/2017)
266. Terms, conditions, provisions, agreements and obligations specified under the Bromley Grantee Ratification of Settlement Agreement and Restrictive Covenant on Water Rights recorded March 10, 2010 at [Reception No. 2010015236](#).
267. Terms, conditions, provisions, agreements and obligations specified under the Lot Owner Ratification and Joinder in Settlement Agreement recorded March 10, 2010 at [Reception No. 2010015245](#).
268. Terms, conditions, provisions, agreements and obligations specified under the First Amendment to Settlement Agreement recorded May 28, 2010 at [Reception No. 2010032395](#).
269. Terms, conditions, provisions, agreements and obligations specified under the Design Review Committee Owner Revision Approval recorded November 20, 2012 at [Reception No. 2012088594](#).
270. Terms, conditions, provisions, agreements and obligations specified under the Special Warranty Deed Assignment Bill of Sale and Conveyance recorded January 7, 2013 at [Reception No. 2013001769](#).
271. INTENTIONALLY DELETED (05/10/2017)
272. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded June 21, 2013 at [Reception No. 2013052012](#).
273. INTENTIONALLY DELETED (04/19/2017)
274. INTENTIONALLY DELETED (02/15/2017)
275. INTENTIONALLY DELETED (04/19/2017)
276. INTENTIONALLY DELETED (04/19/2017)

## **DISCLOSURE STATEMENT**

1. Pursuant to C.R.S. 30-10-406(3)(a), all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.
2. If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).
3. Colorado Division of Insurance Regulation 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.
4. Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject real property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

5. Pursuant to C.R.S. 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
  - B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.
6. Pursuant to Colorado Division of Insurance Regulation 8-1-1, affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:
    - A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
    - B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
    - C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and material-men's liens.
    - D. The Company must receive payment of the appropriate premium.

E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the Company, and any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

7. Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.
8. C.R.S. 39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recording in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or the grantee.
9. Pursuant to C.R.S. 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
10. Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this Commitment and will be provided to said consumer upon request.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

FACTS	WHAT DOES NORTH AMERICAN TITLE GROUP, LLC FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Transaction history and payment history</li> <li>• Purchase history and account balances</li> </ul>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons North American Title Group, LLC Family of Companies ("NATG") chooses to share, and whether you can limit this sharing.	
Reasons we can share your personal information		Does NATG share?
<b>For our everyday business purposes</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes
<b>For our marketing purposes</b> To offer our products and services to you		Yes
<b>For joint marketing with other financial companies</b>		No
<b>For our affiliates' everyday business purposes</b> Information about your transactions and experiences		No
<b>For our affiliates' everyday business purposes</b> Information about your creditworthiness		No
<b>For our affiliates to market to you</b>		Yes
<b>For nonaffiliates to market to you</b>		No
To limit our sharing	<ul style="list-style-type: none"> <li>• Visit the following webpage for full instructions and a link to the Opt Out process via our NATTRACK system: <a href="http://www.nat.com/Opt-Out">www.nat.com/Opt-Out</a> OR</li> <li>• Mail the form below</li> </ul> <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call 1 (844) 654-5408	



Mail-in Form	
<p>If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.</p> <p><input type="checkbox"/> Apply my choices only to me.</p>	<p>Mark any/all you want to limit:</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p> <hr/> <p>Name _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Account # _____</p>

**Mail To:** North American Title Group, LLC Family of Companies  
**ATTN: General Counsel**  
**760 Northwest 107<sup>th</sup> Avenue, Suite 400**  
**Miami, FL 33172**



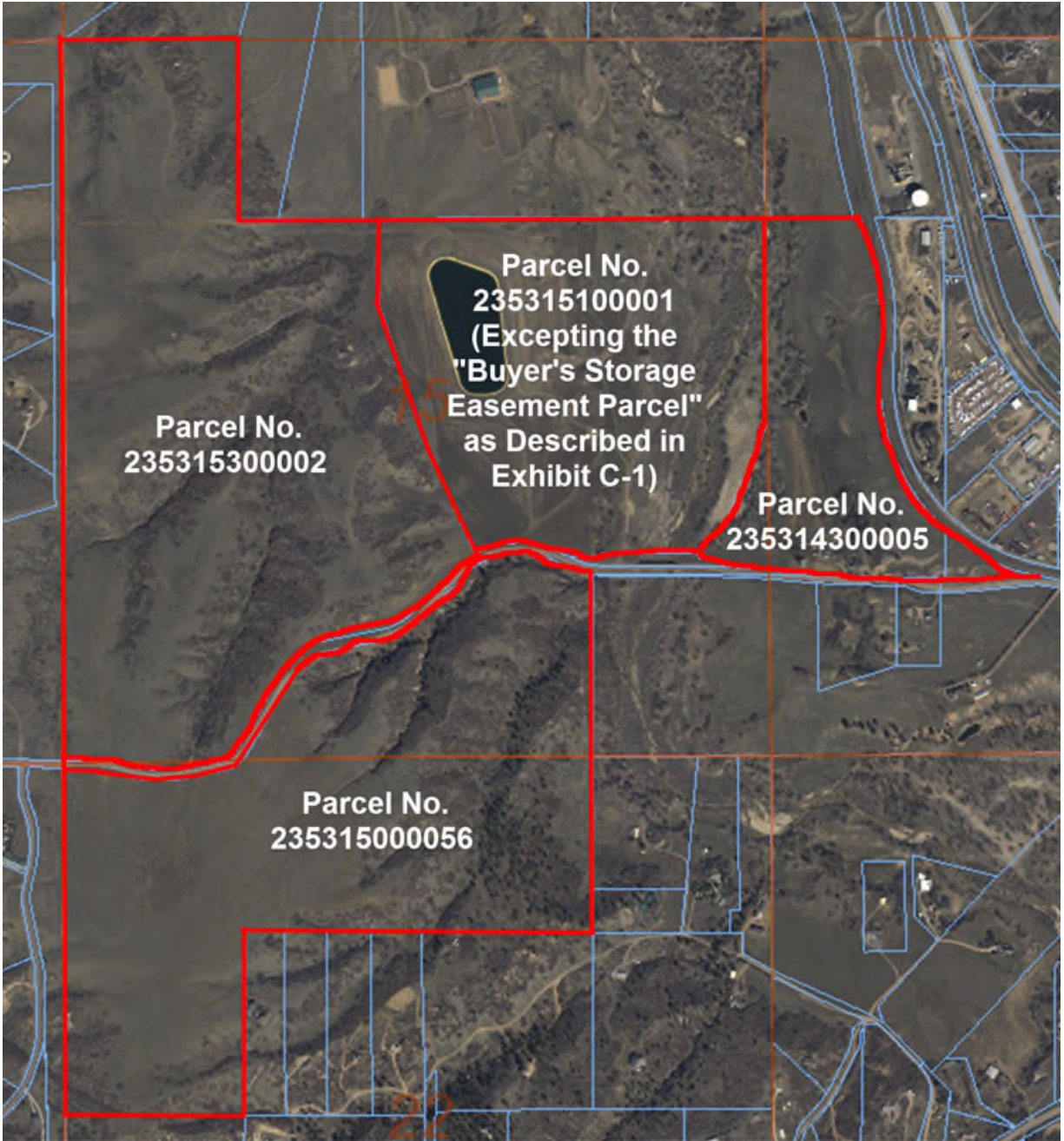
Who we are	
<b>Who is providing this notice?</b>	North American Title Group, LLC Family of Companies (identified below), which offers title insurance and settlement services and property and casualty insurance
What we do	
<b>How does NATG protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
<b>How does NATG collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance;</li> <li>• Apply for financing;</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with a Lennar name; financial companies such as Eagle Home Mortgage, Eagle Home Mortgage of California, Northwest Mortgage Alliance, and Rialto Capital Management; and nonfinancial companies, such as Lennar Corporation, Lennar Multifamily Companies, Lennar Commercial, Lennar Homes USA, Lennar Family of Builders, Lennar Sales Corp., Sunstreet Energy Group, Five Point Communities, WCI Communities, LLC, Watermark Realty Referral, Inc., and WCI Realty, Inc.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• NATG doesn't jointly market.</li> </ul>

The North American Title Group, LLC Family of Companies consists of the following entities:

North American Title Company  
 North American Title Company, Inc.  
 North American Title Company of Colorado  
 North American Title Insurance Company  
 North American Services, LLC  
 North American Title Agency, Inc.

North American Abstract Agency  
 NASSA, LLC  
 North American Title, LLC  
 North American Advantage Insurance Services, LLC  
 North American National Title Solutions, LLC  
 North American Title Agency, LLC

**EXHIBIT L**  
**Sutton Property**



**EXHIBIT M**  
**WATER SUPPLY AGREEMENT**

THIS WATER SUPPLY AGREEMENT (this “Agreement”) dated as of \_\_\_\_\_, 2017 (the “Agreement Date”) is between CAW EQUITIES, L.L.C. whose address is 8301 E Prentice Ave., Suite 100, Greenwood Village, CO 80111 (“Developer”), and the TOWN OF CASTLE ROCK by and through the CASTLE ROCK WATER ENTERPRISE, a Colorado municipal corporation, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”). Developer and Town are sometimes referred to as a “Party” and collectively, as the “Parties.”

**RECITALS**

A. Developer intends to develop certain real property located in Douglas County, Colorado, which is described and depicted on Exhibit A to this Agreement as Parcel No. 23531500002, Parcel No. 235315000056, Parcel No. 235314300005 and Parcel No. 235315100001 (excepting the Storage Easement, as defined below) (collectively, the “Sutton Property”).

B. The Town has entered into a Purchase and Sale Agreement between the Town as the buyer and Plum Creek CA, LLC, as the seller, (the “Purchase Agreement”) whereby the Town will acquire certain water and water rights, other real property interests, additional infrastructure and easements for the Town’s municipal water and utility systems, which real property interests include the easement described on Exhibit B to this Agreement (the “Storage Easement”).

C. As required in the Purchase Agreement, the Town will provide raw water to the Sutton Property in accordance with this Agreement to enable the future development of the Sutton Property.

D. The Town and Developer desire to prescribe the terms and conditions of the water service commitment to the Sutton Property in the event the Purchase Agreement is closed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Purpose. Developer intends to develop the Sutton Property as a residential development over the next several years. The purpose of this Agreement is to (i) establish the volume of raw water that the Town will provide to the Sutton Property for such future development, (ii) provide the Developer certainty to the availability of such water supply, (iii) provide the Town and Developer some flexibility as to how such water supply will be provided to the Sutton Property in order to accommodate the development plan eventually adopted for the Sutton Property and the development of the Town’s systems and facilities. This Agreement applies exclusively to the Sutton Property and does not obligate the Town to provide water service to any other property.

2. Water Supply. The Town shall provide up to 100.825 acre feet per year of raw water supply to the Sutton Property (“Water Supply Cap”) on and subject to the terms and conditions in this Agreement (the “Service Commitment”). Except as otherwise provided in Section 7, all water and services to be provided by the Town under this Agreement are for non-potable, untreated water only and shall not include any wastewater services. The Town does not commit to the quality of the raw water supplied under the Service Commitment. The quality of the water will be subject to influences outside of Town control and will vary based on the quality in Plum Creek. The Town is not responsible for any pre-treatment of the water supply required to make the water useable for the development of the Sutton Property.

3. Conceptual Development Plan for Sutton Property. Attached to this Agreement as Exhibit C is a summary of the conceptual development plan for the Sutton Property (the “Conceptual Plan”), which by definition is preliminary and subject to change. The Conceptual Plan is provided as a means to give context as to the type of project to which the water provided by the Town under this Agreement will be servicing. Nothing in this Agreement is intended to limit Developer’s ability to modify the Conceptual Plan except the Water Supply Cap or require the Developer to develop the Sutton Property. There are no assurances that Developer will be able to obtain all governmental approvals for the Conceptual Plan. The Service Commitment is not dependent upon or tied to the terms of the Conceptual Plan and changes in the Conceptual Plan will not affect the Town’s obligations under this Agreement, or the Water Supply Cap.

4. Supply Volume Requirements. The exact volume of water to be provided by the Town will be based upon the final development plan for the Sutton Property but limited to the Water Supply Cap. The Water Supply Cap is based on a Service Commitment for 75 single family equivalents, based upon a ¾” by ¾” meter size. The total water required to be supplied by the Town under this Agreement will not exceed the lesser of (i) the Water Supply Cap or (ii) the supply necessary to service the development approved by Douglas County for the Sutton Property. If the development of the Sutton Property requires either (i) more than 75 single family equivalents, or (ii) water supply in excess of the Water Supply Cap, such additional water supply may be purchased at a cost determined by the Town, only in the event that the Town determines, in its sole discretion, that it has available additional raw water supplies.

5. Town Delivery and Charges. The raw water supply to be furnished by the Town will be provided to the Sutton Property from the Plum Creek Diversion, storage and delivery system (the “Plum Creek Water System Facilities”), which system is part of the property that it purchased under the Purchase Agreement and is depicted on the Conceptual Plan. The Town shall transmit and deliver the water from the Plum Creek Water System Facilities to the point or points of connection with the Sutton Property water treatment, storage and distribution system (the “Sutton Facilities”), as further described in Section 6. Development of the Sutton Facilities is the obligation of Developer. The Developer will be charged for actual operational costs associated with delivering the raw water plus a 25 percent extraterritorial service charge. Charges will be made in accordance with the Town’s standard billing procedures and regulations. There will be no connection charges, tap fees, renewable water fees, system development fees or the like imposed on the Developer, except if the Service Commitment is expanded to encompass potable supply pursuant to Section 7.

6. Interconnect Infrastructure. Upon written request from the Developer, the Town

and the Developer shall, both acting reasonably, discuss and mutually agree upon the point or points of connection between the Plum Creek Water System Facilities located on the Storage Easement and the Sutton Facilities (the “Connection Points”). The Connection Points must not impair the Town’s Use Rights as that term is defined in Section 8(b), below. Following such agreement on the Connection Points, Developer, at its sole expense, shall be solely responsible for the design and construction of all Infrastructure (as defined herein) necessary for the Town to deliver the water from the Plum Creek Water Facilities to the Connection Points with the Sutton Facilities (the “Interconnect Infrastructure”). Developer shall acquire all necessary governmental approvals, and contract for work and materials in accordance with Colorado and any other applicable laws, rules, regulations and orders. “Infrastructure” means and includes all improvements, structures, and any appurtenances thereto or components thereof of every type or kind that are used in connection with the delivery of water including pipes, pipelines, valves, pumps, measuring devices, pumping facilities, electrical connections, and other equipment and facilities. The Town shall have the right to review and approve the design and technical specifications of the Interconnect Infrastructure and any warranty and surety obligations from the contractors constructing the Interconnect Infrastructure prior to the Developer commencing construction of the Interconnect Infrastructure, which approvals shall not be unreasonably withheld, conditioned or delayed.

The Interconnect Infrastructure must be designed and constructed consistent with (i) Town requirements and standards for connecting to the Town’s water supply infrastructure and (ii) the approved design and construction specifications. Upon construction and completion of the Interconnect Infrastructure in accordance with this Section 6, which shall include the satisfactory completion of any punch list items, the Developer shall convey all of its right, title and interest in and to the Interconnect Infrastructure to the Town. After such acceptance, the Town shall be solely responsible for the operation, use, maintenance, repair, and replacement of the Interconnect Infrastructure (subject to Developer’s assignment of all warranty rights relating to the construction) in order to allow for the transmission and delivery of water from the Plum Creek Water System Facilities to the Connection Points in accordance with, and as required by, the terms and conditions of this Agreement.

7. Future Treated Water Delivery System. If the Town ever installs a treated water delivery system in proximity to the Sutton Property, the Developer will have the right, at its sole option to connect to and use that system in lieu of the 100.825 acre feet of raw water supply. Such connection will be at the sole cost of the Developer, but in lieu of and without the payment of Town system development fees, connection fees, tap fees, or similar or substitute fees now or hereafter charged by the Town, however characterized. Any such connection shall be made in accordance with Town design requirements in place at the time of connection, and Town shall have the right to review and approve any connections prior to such connections being made in accordance with the same standards for current Town water system infrastructure. Following such connection, Developer, or if the Developer is no longer involved in providing water service to the property, the ultimate customer(s), which may be single family houses, a home owner’s association, a special district, a community water system, or whatever other form management of the water to the individual homes takes, (i) will pay charges at the then retail rate paid by Town customers plus a 25 percent extraterritorial service charge, and (ii) will be required to comply with the Town’s regulations in the same manner as all other Town customers, including water conservation. There are no assurances given that any such treated water system will ever be

installed by the Town. Such potable supply shall be limited to 75 single family equivalents, based upon a ¾” by ¾” meter size.

8. Continuing Cooperation.

(a) General. The parties will cooperate with one another to implement the terms of this Agreement. This cooperation will include advising on changes to Conceptual Plans; providing status reports on county entitlement process, and timing of the development of the Sutton Property and the Town’s plans for its systems and facilities; providing copies of design plans, construction drawings, construction contracts, and related documents concerning the improvements and facilities, and the like; and assisting in the acquisition of all necessary governmental approvals, and permits for development plans and work upon request confirming with Douglas County and other governmental authorities the provision of water service under this Agreement; not opposing any development plans that are consistent with the Conceptual Plan and do not interfere with the Town’s use of the infrastructure, easements and other property interests. Developer shall advise the Town of the date it will need the Town to deliver the raw water to the Sutton Property under this Agreement, and thereafter the Town and Developer shall work cooperatively to timely complete construction of the Interconnect Infrastructure.

(b) Utility Corridor. The Developer anticipates that after the closing occurs under the Purchase Agreement it will receive a seventy-five (75) foot wide multiuse easement (the “Utility Corridor”) described on Exhibit D attached hereto, from the owner of the Sutton Property. The Developer shall utilize the Utility Corridor exclusively for the purpose of developing the Sutton Property. The Developer acknowledges that any use of the Utility Corridor shall be subordinate to, and not impair the Town’s prior and superior use rights under the Storage Easement acquired by the Town through the Purchase Agreement and the Town’s corresponding water development plan on the Storage Easement (the “Town’s Use Rights”). If the Developer desires to construct improvements or otherwise make use of the Utility Corridor which would necessitate the relocation of Town infrastructure in order to avoid impairment of the Town’s Use Rights, Developer must first obtain Town’s consent to the relocation and pay for all costs of such relocation. The determination of the necessity of relocation and whether such relocation shall be permitted shall be in the exclusive discretion of the Town. Provided, prior to the Town making such discretionary determination, Town shall comprehensively review the relocation proposal and justification, and provide Developer the opportunity to respond to Town concerns and objections to the relocation.

9. Conditional Effect. This Agreement shall only have force and effect if the Purchase Agreement is closed.

10. Lapse. The Service Commitment and this Agreement shall terminate if initial water service to the Sutton Property is not established on or before December 31, 2031.

11. General Provisions.

(a) Assignment. Developer shall have the right and authority from time to time to assign and transfer any and all rights to use, and obligations associated with this Agreement to any owner of fee title to the Sutton Property or a successor Developer of the Sutton Property, provided any such use shall be subject to the terms and conditions in this Agreement.

(b) Severability. If any of the provisions of this Agreement to any extent are held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

(c) Amendment. This Agreement may be amended, altered or revoked only by written instrument executed by the Town and the Developer. If following subdivision of the Sutton Property the Developer forms an owners association, some or all of the rights of Developer to approve an amendment to this Agreement may be assigned in whole or in part to such association in lieu of all of the owners of lots or units.

(d) Default and Remedies. In the event either party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

(e) Runs With Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Storage Easement and the Sutton Property and shall run with the land, and they shall be binding upon and inure to the benefit of the Town and the Developer and their respective successors and assigns.

(f) Attorneys' Fees. In the event that any party seeks to enforce its rights hereunder through litigation, the court shall award to the prevailing party in such litigation, the prevailing party's reasonable attorneys' fees and costs.

(g) Section Headings. The section headings contained herein are included for reference purposes only.

(h) Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

(i) No Implied Waiver. No term, covenant or agreement of this Agreement may be waived, except by an agreement in writing signed by the Party sought to be charged with the waiver. A waiver of any term, covenant or agreement shall not be construed as a waiver of any other term or provision. The failure by a Party to insist upon the strict performance of any term, covenant or agreement contained in this Agreement or to exercise any right or remedy under this Agreement shall not constitute a waiver of any such term, covenant or agreement, a waiver of any such right or remedy, a waiver of any default by the other Party, or a waiver of the right to require strict compliance with such term, covenant or agreement in the future.

(j) No Public Dedication/No Third Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in

general, and no third party beneficiary interests are created nor intended to be created by this Agreement.

(k) Recordation. This Agreement shall be recorded in the real property records of Douglas County, Colorado.

(l) Construction. Throughout this Agreement, the singular shall include the plural, the plural shall include the singular; all genders shall be deemed to include other genders, wherever the context so requires; and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation."

(m) Exhibits. All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part hereof.

(n) Further Acts. Upon reasonable request from a Party hereto, from time to time, each Party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement.

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

[signature pages follow]





**ATTEST:**

**TOWN OF CASTLE ROCK** acting by and  
through the **TOWN OF CASTLE ROCK**  
**WATER ENTERPRISE**

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

\_\_\_\_\_  
Jennifer Green, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

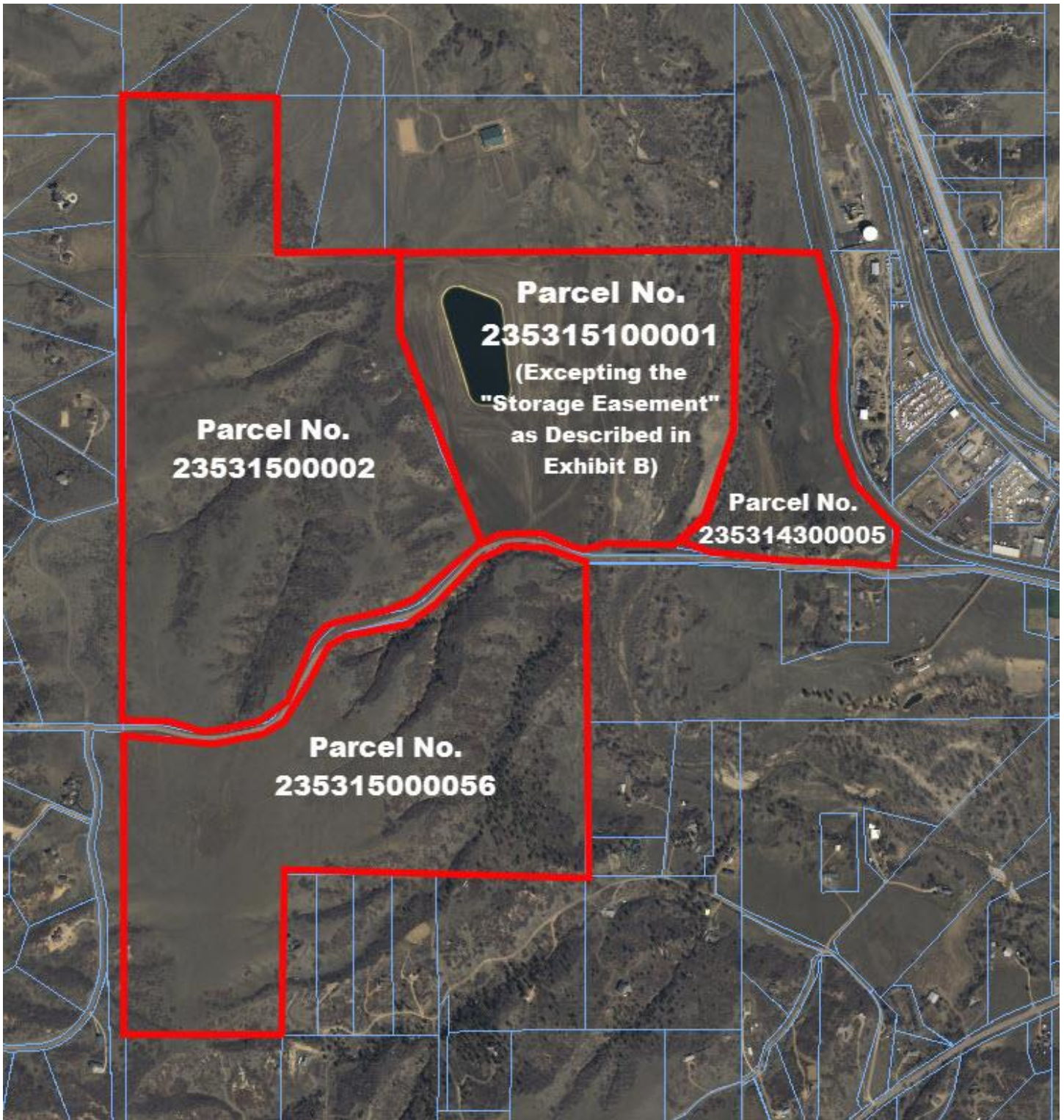
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Lisa Anderson as Town Clerk and Jennifer Green as Mayor for the Town of Castle Rock, Colorado.

WITNESS my hand and official seal.

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

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

**Exhibit A**  
**Sutton Property**



**EXHIBIT B**

# LAND SURVEY PLAT

SITUATED IN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID POINT BEING A 3 1/4" ALUMINUM CAP STAMPED "LS6935" THENCE S0°27'56"E, A DISTANCE OF 1,326.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE ALONG SAID LINE NORTH 89°38'32" EAST, A DISTANCE OF 2,608.18 FEET TO THE NORTH 1/16TH CORNER OF SAID SECTION 15 AND 1/4, WHENCE THE NORTHEAST CORNER OF SAID SECTION 15 AS MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED "LS 6935", BEARS N0°48'53"W, A DISTANCE OF 1,326.64 FEET;

THENCE ALONG THE EASTERN LINE OF THE NORTH EAST QUARTER SECTION 15, SOUTH 0°48'53" EAST, A DISTANCE OF 202.53 FEET; THENCE DEPARTING SAID EAST LINE, SOUTHERLY ALONG THE 10 FOOT EASTERLY OFFSET FROM THE EAST BANK OF PLUM CREEK FOR THE FOLLOWING FIFTY-THREE (53) CALLS:

1. THENCE SOUTH 38°34'51" WEST, A DISTANCE OF 30.06 FEET;
  2. THENCE SOUTH 78°41'42" WEST, A DISTANCE OF 38.25 FEET;
  3. THENCE SOUTH 57°12'44" WEST, A DISTANCE OF 22.51 FEET;
  4. THENCE SOUTH 83°36'31" WEST, A DISTANCE OF 17.46 FEET;
  5. THENCE SOUTH 19°48'25" WEST, A DISTANCE OF 28.72 FEET;
  6. THENCE SOUTH 37°53'17" WEST, A DISTANCE OF 32.85 FEET;
  7. THENCE SOUTH 58°41'55" WEST, A DISTANCE OF 11.26 FEET;
  8. THENCE SOUTH 19°27'19" WEST, A DISTANCE OF 6.29 FEET;
  9. THENCE SOUTH 14°53'08" EAST, A DISTANCE OF 33.33 FEET;
  10. THENCE SOUTH 47°36'18" EAST, A DISTANCE OF 22.85 FEET;
  11. THENCE SOUTH 23°36'19" EAST, A DISTANCE OF 58.88 FEET;
  12. THENCE SOUTH 31°00'51" EAST, A DISTANCE OF 64.12 FEET;
  13. THENCE SOUTH 15°29'17" EAST, A DISTANCE OF 66.04 FEET;
  14. THENCE SOUTH 07°59'18" EAST, A DISTANCE OF 60.63 FEET;
  15. THENCE SOUTH 03°38'05" WEST, A DISTANCE OF 42.09 FEET;
  16. THENCE SOUTH 22°39'24" WEST, A DISTANCE OF 110.30 FEET;
  17. THENCE SOUTH 33°54'08" WEST, A DISTANCE OF 30.50 FEET;
  18. THENCE SOUTH 45°45'25" WEST, A DISTANCE OF 46.37 FEET;
  19. THENCE SOUTH 72°36'12" WEST, A DISTANCE OF 52.57 FEET;
  20. THENCE SOUTH 28°18'21" WEST, A DISTANCE OF 22.00 FEET;
  21. THENCE SOUTH 05°24'52" WEST, A DISTANCE OF 46.34 FEET;
  22. THENCE SOUTH 08°08'39" EAST, A DISTANCE OF 31.30 FEET;
  23. THENCE SOUTH 20°14'01" EAST, A DISTANCE OF 31.73 FEET;
  24. THENCE SOUTH 76°45'54" EAST, A DISTANCE OF 5.64 FEET;
  25. THENCE SOUTH 38°15'59" EAST, A DISTANCE OF 29.85 FEET;
  26. THENCE SOUTH 07°36'18" EAST, A DISTANCE OF 11.26 FEET;
  27. THENCE SOUTH 52°36'27" WEST, A DISTANCE OF 17.25 FEET;
  28. THENCE SOUTH 28°52'51" WEST, A DISTANCE OF 170.38 FEET;
  29. THENCE SOUTH 43°10'36" WEST, A DISTANCE OF 117.57 FEET;
  30. THENCE SOUTH 18°43'50" WEST, A DISTANCE OF 33.90 FEET;
  31. THENCE SOUTH 13°15'40" WEST, A DISTANCE OF 53.16 FEET;
  32. THENCE SOUTH 01°52'20" WEST, A DISTANCE OF 41.14 FEET;
  33. THENCE SOUTH 04°54'05" WEST, A DISTANCE OF 31.51 FEET;
  34. THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 14.15 FEET;
  35. THENCE SOUTH 10°51'40" EAST, A DISTANCE OF 13.06 FEET;
  36. THENCE SOUTH 02°29'51" EAST, A DISTANCE OF 32.37 FEET;
  37. THENCE SOUTH 37°37'02" EAST, A DISTANCE OF 22.44 FEET;
  38. THENCE SOUTH 11°07'05" EAST, A DISTANCE OF 28.37 FEET;
  39. THENCE SOUTH 01°10'36" EAST, A DISTANCE OF 31.71 FEET;
  40. THENCE SOUTH 07°57'36" WEST, A DISTANCE OF 69.14 FEET;
  41. THENCE SOUTH 10°37'28" EAST, A DISTANCE OF 20.93 FEET;
  42. THENCE SOUTH 01°10'36" EAST, A DISTANCE OF 31.51 FEET;
  43. THENCE SOUTH 11°23'25" WEST, A DISTANCE OF 48.16 FEET;
  44. THENCE SOUTH 05°49'09" WEST, A DISTANCE OF 43.37 FEET;
  45. THENCE SOUTH 33°50'59" WEST, A DISTANCE OF 40.00 FEET;
  46. THENCE SOUTH 38°51'20" WEST, A DISTANCE OF 37.41 FEET;
  47. THENCE SOUTH 32°17'19" WEST, A DISTANCE OF 18.25 FEET;
  48. THENCE SOUTH 04°54'05" WEST, A DISTANCE OF 28.40 FEET;
  49. THENCE SOUTH 07°20'16" EAST, A DISTANCE OF 28.30 FEET;
  50. THENCE SOUTH 28°26'20" EAST, A DISTANCE OF 28.60 FEET;
  51. THENCE SOUTH 20°52'48" EAST, A DISTANCE OF 28.67 FEET;
  52. THENCE SOUTH 38°09'28" WEST, A DISTANCE OF 34.43 FEET;
  53. THENCE SOUTH 35°50'39" WEST, A DISTANCE OF 114.75 FEET;
- THENCE SOUTH 79°09'41" EAST, A DISTANCE OF 41.20 FEET;
- THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 28.81 FEET;
- THENCE SOUTH 76°15'37" EAST, A DISTANCE OF 35.62 FEET;
- THENCE SOUTH 14°44'23" WEST, A DISTANCE OF 30.00 FEET;
- THENCE NORTH 76°15'37" WEST, A DISTANCE OF 28.30 FEET;
- THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 117.67 FEET;
- THENCE NORTH 89°49'42" WEST, A DISTANCE OF 689.53 FEET;
- THENCE SOUTH 85°38'29" WEST, A DISTANCE OF 92.70 FEET;
- THENCE NORTH 85°23'10" WEST, A DISTANCE OF 185.30 FEET;
- THENCE NORTH 60°45'32" WEST, A DISTANCE OF 24.96 FEET TO A POINT OF NON-TANGENT CURVATURE;
- THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 614.90 FEET AND A CENTRAL ANGLE OF 23°46'37", ALONG THE ARC A DISTANCE OF 280.07 FEET (SAID CURVE HAVING A CHORD BEARING NORTH 72°36'46" WEST AND A DISTANCE OF 278.07 FEET);
- THENCE NORTH 00°11'44" EAST, A DISTANCE OF 215.19 FEET;
- THENCE NORTH 07°13'40" WEST, A DISTANCE OF 6.65 FEET;
- THENCE NORTH 59°07'58" WEST, A DISTANCE OF 189.21 FEET;
- THENCE SOUTH 75°00'45" WEST, A DISTANCE OF 123.44 FEET;
- THENCE NORTH 01°10'36" WEST, A DISTANCE OF 307.57 FEET;
- THENCE NORTH 53°23'59" WEST, A DISTANCE OF 218.91 FEET;
- THENCE NORTH 89°37'49" WEST, A DISTANCE OF 42.40 FEET;
- THENCE NORTH 19°05'57" WEST, A DISTANCE OF 128.67 FEET;
- THENCE NORTH 19°04'57" WEST, A DISTANCE OF 683.78 FEET;
- THENCE NORTH 01°23'51" WEST, A DISTANCE OF 276.07 FEET;
- THENCE NORTH 01°13'44" WEST, A DISTANCE OF 380.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15;
- THENCE ALONG SAID NORTH LINE NORTH 89°36'24" EAST, A DISTANCE OF 272.32 FEET TO THE POINT OF BEGINNING.
- CONTAINING 5,186,292 SQUARE FEET OR 119.06 ACRES, MORE OR LESS.

## NOTES:

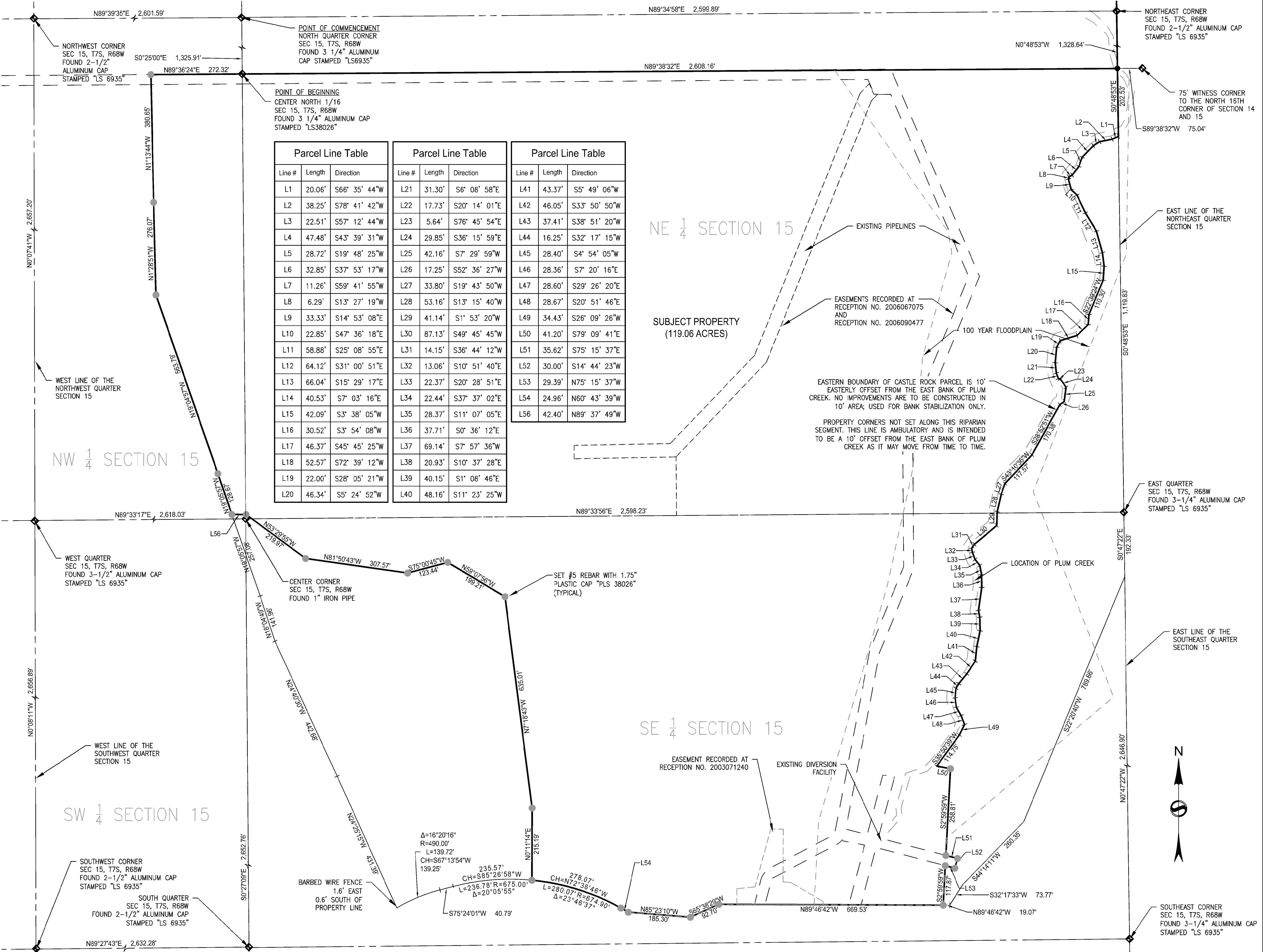
1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEY SYSTEMS INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS SHOWN HEREON, SURVEY SYSTEMS INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. NCS-408452-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND HAVING AN EFFECTIVE DATE OF AUGUST 07, 2009 AT 8:00 a.m.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M. AS MONUMENTED AT THE EAST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS6935" AND AT THE SOUTHEAST CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935", SAID BEARING BEING NORTH 00°47'06" WEST.
4. THE UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.

## SURVEYOR'S CERTIFICATION:

I, GERALD MATT NICHOLS, PLS #38026, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE LAND SURVEY PLAT SHOWN HEREON WAS PREPARED BY ME OR UNDER DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND ACCURATE.

DEPOSITED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS AT LSP NO. \_\_\_\_\_, IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDED.

SIGNED \_\_\_\_\_



Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	20.06'	S66° 35' 44"W	L21	31.30'	S6° 08' 58"E	L41	43.37'	S5° 49' 06"W
L2	38.25'	S78° 41' 42"W	L22	17.73'	S20° 14' 01"E	L42	46.05'	S33° 50' 50"W
L3	22.51'	S57° 12' 44"W	L23	5.64'	S76° 45' 54"E	L43	37.41'	S38° 51' 20"W
L4	47.48'	S43° 39' 31"W	L24	29.85'	S36° 15' 59"E	L44	16.25'	S32° 17' 15"W
L5	28.72'	S19° 48' 25"W	L25	42.16'	S7° 29' 59"W	L45	28.40'	S4° 54' 05"W
L6	32.85'	S37° 53' 17"W	L26	17.25'	S52° 36' 27"W	L46	28.36'	S7° 20' 16"E
L7	11.26'	S59° 41' 55"W	L27	33.80'	S19° 43' 50"W	L47	28.60'	S29° 26' 20"E
L8	6.29'	S13° 27' 19"W	L28	53.16'	S13° 15' 40"W	L48	28.67'	S20° 51' 46"E
L9	33.33'	S14° 53' 08"E	L29	41.14'	S1° 53' 20"W	L49	34.43'	S26° 09' 26"W
L10	22.85'	S47° 36' 18"E	L30	87.13'	S49° 45' 45"W	L50	41.20'	S79° 09' 41"E
L11	58.88'	S25° 08' 55"E	L31	14.15'	S36° 44' 12"W	L51	35.62'	S75° 15' 37"E
L12	64.12'	S31° 00' 51"E	L32	13.06'	S10° 51' 40"E	L52	30.00'	S14° 44' 23"W
L13	66.04'	S15° 29' 17"E	L33	22.37'	S20° 28' 51"E	L53	29.39'	N75° 15' 37"W
L14	40.53'	S7° 03' 16"E	L34	22.44'	S37° 37' 02"E	L54	24.96'	N60° 43' 39"W
L15	42.09'	S3° 38' 05"W	L35	28.37'	S11° 07' 05"E	L55	42.40'	N89° 37' 49"W
L16	30.52'	S3° 54' 08"W	L36	37.71'	S0° 36' 12"E			
L17	46.37'	S45° 45' 25"W	L37	69.14'	S7° 57' 36"W			
L18	52.57'	S72° 39' 12"W	L38	20.93'	S10° 37' 28"E			
L19	22.00'	S28° 05' 21"W	L39	40.15'	S1° 08' 46"E			
L20	46.34'	S5° 24' 52"W	L40	48.16'	S11° 23' 25"W			

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

**SURVEY SYSTEMS**  
A Professional Land Surveying Company  
P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123  
Info@SurveySystems.net www.SurveySystemsinc.com  
A Service-Disabled Veteran-Owned Small Business SDVOSB | SBE

LAND SURVEY PLAT  
**EXHIBIT B**  
**STORAGE EASEMENT**

PROPERTY LOCATION AND INFORMATION	
ADDRESS:	SECTION 15
LOT:	TOWNSHIP: 7 SOUTH
BLOCK:	RANGE: 68 WEST
SUBDIVISION:	PRINCIPAL MERIDIAN: 6TH
PARCEL #:	CITY: SEDALIA
ZONING:	COUNTY: DOUGLAS STATE: CO

ISSUE DATE: 11/17/2016	
DATE	REVISION COMMENTS

CHECKED BY: MN  
DRAWN BY: CLO  
JOB NUMBER: 2015-093-001-005  
CLIENT CODE: UNDC3

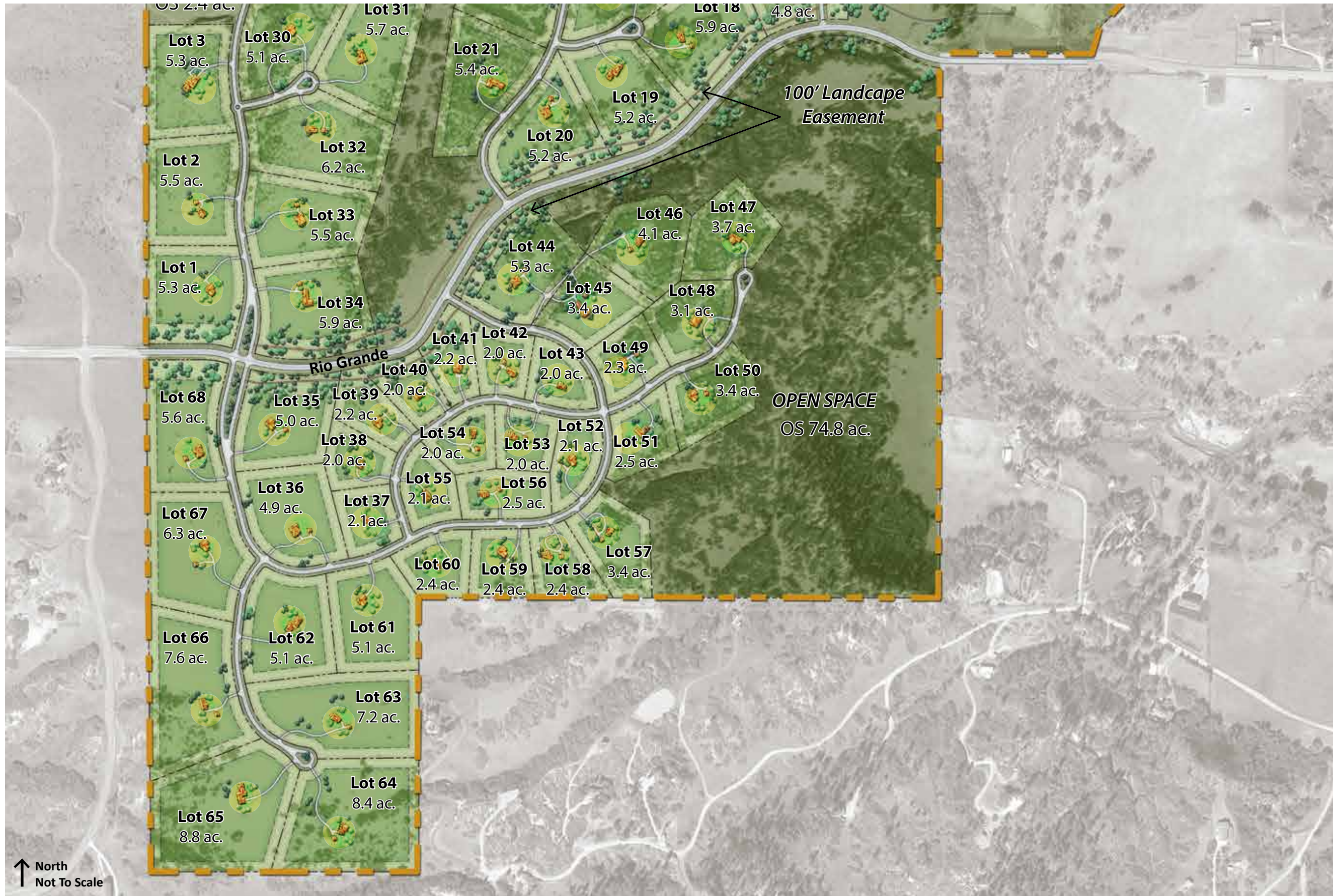
SHEET NO.  
**1**  
OF 1

**EXHIBIT C**

(Conceptual Plan)

**MASTER PLAN - ENLARGEMENT**







**Planned Development Area  
Sutton Ranch East**



**EXHIBIT D**

Utility Corridor

# EXHIBIT D

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNT, COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935", THENCE THENCE NORTH 21°15'59" WEST, A DISTANCE OF 1582.94 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RIO GRAND AVE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING FIVE COURSES;

1. THENCE NORTH 89°46'42" WEST, A DISTANCE OF 669.53 FEET;
2. THENCE SOUTH 65°38'29" WEST, A DISTANCE OF 92.70 FEET;
3. THENCE NORTH 85°23'10" WEST, A DISTANCE OF 185.30 FEET;
4. THENCE NORTH 60°43'39" WEST, A DISTANCE OF 24.96 FEET TO A POINT OF CURVATURE;
5. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 675.00 FEET AND A CENTRAL ANGLE OF 23°46'25", ALONG THE ARC A DISTANCE OF 280.08 FEET (SAID CURVE HAVING A CHORD BEARING NORTH 72°36'52" WEST AND DISTANCE 278.07 FEET);

THENCE DEPARTING SAID NORTH LINE NORTH 00°11'14" EAST, A DISTANCE OF 75.29 FEET TO A POINT ON A LINE 75 FEET NORTH AND PARALLEL TO THE NORTH RIGHT OF WAY LINE OF RIO GRANDE AVE, SAID POINTS ALSO BEING A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A LINE 75 FEET NORTH AND PARALLEL TO THE NORTH RIGHT OF WAY LINE OF RIO GRANDE AVE THE FOLLOWING FIVE COURSES;

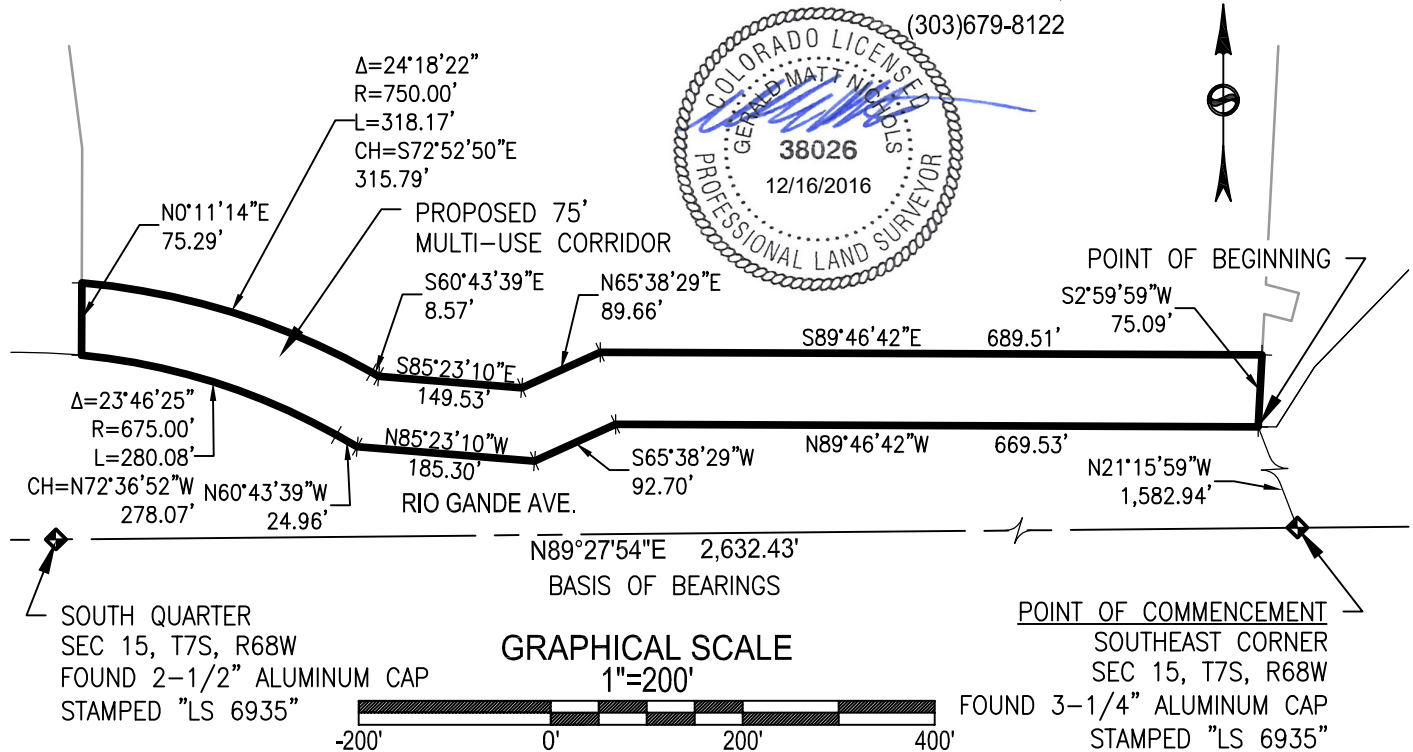
1. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 24°18'22", ALONG THE ARC A DISTANCE OF 318.17 FEET (SAID CURVE HAVING A CHORD BEARING SOUTH 72°52'50" EAST AND DISTANCE 315.79 FEET);
2. THENCE SOUTH 60°43'39" EAST, A DISTANCE OF 8.57 FEET;
3. THENCE SOUTH 85°23'10" EAST, A DISTANCE OF 149.53 FEET;
4. THENCE NORTH 65°38'29" EAST, A DISTANCE OF 89.66 FEET;
5. THENCE SOUTH 89°46'42" EAST, A DISTANCE OF 689.51 FEET;

THENCE DEPARTING SAID LINE SOUTH 02°59'59" WEST, A DISTANCE OF 75.09 FEET TO THE POINT OF BEGINNING. CONTAINING 94,050 SQUARE FEET OR 2.16 ACRES, MORE OR LESS.

**BASIS OF BEARINGS:** THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS MONUMENTED AT THE SOUTH 1/4 CORNER BY A 3 1/2" ALUMINUM CAP "PLS 6935", AND AT THE SOUTHEAST CORNER BY A 3 1/2" ALUMINUM CAP "LS 6935". SAID BEARING BEING N 89°38'54"W AS SHOWN.

PREPARED BY: GERALD MATT NICHOLS, PLS  
PLS # 38026

ON BEHALF OF: SURVEY SYSTEMS INC.  
PO BOX 2168  
EVERGREEN, COLORADO 80437  
(303)679-8122



FILEPATH: G:\2015-063-001-035 UWDC3\03\_TECHNICAL\01\_SURVEY DRAWINGS\01\_MODELS\UWDC3-CASTLE ROCK PARCEL.DWG LAYOUT: 75 MUE  
PLOTED: FRI 12/16/16 1:52:31P BY: JREGARD

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 11/14/2016	
DATE	REVISION COMMENTS

EXHIBIT  
75' MULTI-USE  
CORRIDOR

**SURVEY SYSTEMS**

A Professional Land Surveying Company

P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123

Info@SurveySystems.net www.SurveySystemsInc.com

A Service-Disabled Veteran-Owned Small Business SDVOSE | SBE

CHECKED BY: MN  
DRAWN BY: JR  
JOB #: 2015-063-001-035  
CLIENT CODE: UWDC3

SHEET NO.

1

1 OF 1

**EXHIBIT N**  
**EXCESS EFFLUENT OPTION AGREEMENT**

THIS **EXCESS EFFLUENT OPTION AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 2017, (the "Effective Date"), by and among **UNITED WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("United"), and the **TOWN OF CASTLE ROCK** acting by and through the **CASTLE ROCK WATER ENTERPRISE**, a Colorado municipal corporation ("Town" or "Owner").

**RECITALS**

A. The Town owns and operates a municipal water system and wastewater collection system, and is an owner of a regional wastewater treatment facility, which system produces wastewater that has received a minimum of secondary wastewater treatment ("Effluent"). It is anticipated, but not assured, that the Town will produce Effluent in excess of the Town's needs in a particular water year ("Excess Effluent"). The determination of the amount, if any, of Excess Effluent in any particular year shall be at the sole discretion of the Town.

B. United also owns and operates municipal water and wastewater system and, in connection with its operations, sometimes has a need for additional Effluent.

C. United has requested the right to lease Excess Effluent from the Town, and the Town has agreed to lease prescribed quantities of Excess Effluent to United on an annual basis for the lease payments and on such other terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals Contractual. The Recitals set forth above are true and accurate and incorporated herein.

2. Option Granted. Town hereby grants and conveys to United a continuing option (the "Option") to lease up to 500 acre feet of Excess Effluent per Lease Year (as defined herein) ("Offered Volume") during the Option Term on and subject to the terms and conditions in this Agreement. A "Lease Year" is a calendar year, with the first Lease Year being 2018.

3. Option Term. The term of the Option (the "Option Term") shall be five (5) years and shall terminate on December 31, 2022.

4. Exercise of Option. Annually, not later than December 1st of the calendar year preceding the Lease Year, Town shall provide United with written notice of the Offered Volume

available to United for the following Lease Year (“Availability Notice”). The Option shall be exercised, if at all, for a particular Lease Year on an annual basis by United by providing written notice to the Town within 30 days of receipt of the Availability Notice of such exercise (“Exercise Notice”). The Exercise Notice shall set forth the quantity of the Offered Volume requested to be leased for the following Lease Year (limited to the quantity in the Availability Notice), and may include a request for any Excess Effluent in excess of the Offered Volume (i.e. greater than 500 acre feet in a Lease Year when 500 acre feet of Excess Effluent is available), as provided in Section 10 of this Agreement, that it may wish to lease for the following Lease Year. The quantity of Excess Effluent available above the maximum Offered Volume is referred to as the “Supplementary Excess Effluent.”

5. Failure to Exercise. The Option is a continuous Option. The failure of United to exercise the Option for a particular Lease Year, shall not affect its right to exercise the Option for any subsequent Lease Years during the Option Term. The Option may not be exercised after the expiration of the Option Term.

6. Lease of the Offered Volume. Upon the exercise of the Option in a particular Lease Year, United shall be obligated to lease from Owner, and Owner shall be obligated to lease the quantity of Excess Effluent as set forth in the Exercise Notice, but not to exceed the Offered Volume, on the terms and conditions set forth in this Agreement. Supplementary Excess Effluent may be subject to lease as provided in Section 10.

7. Lease Rate. The lease rate for the Excess Effluent shall be \$150 per acre foot per year (the “Lease Rate”). Commencing with the Lease Year 2019 and for each year thereafter, the Lease Rate shall be increased by the percentage increase in the CPI in effect on December 1 of the calendar year of the applicable Lease Year. The “CPI” means the “Consumer Price Index for All Urban Consumers” (CPI – U) for Boulder-Greeley-Denver as published by the United States Department of Labor.

8. Lease Payments. Lease payments shall be payable monthly in advance, without notice, in equal installments on the first day of each calendar month during the Lease Year.

9. First Lease Year. United hereby exercises the Option for the Lease Year of 2018 on the terms set forth on Exhibit A attached hereto.

10. Supplementary Excess Effluent. It is anticipated that during the Option Term, the Town will, from time to time, have Excess Effluent in addition to the Offered Volume (i.e. more than 500 acre feet). The Town will endeavor to keep United informed of the existence of any such Supplementary Excess Effluent and its availability to United. The determination as to whether any Supplementary Excess Effluent is available to United and at what rates and terms it may be available, will be at the Town’s sole discretion. The Town will have no obligation to provide any Effluent in excess of the Offered Volume in any Lease Year unless the parties enter into a written agreement as to the terms upon which such excess will be made available to and leased by United.

11. Annual Operational Meeting. The parties will meet in September of each year to discuss the availability of Excess Effluent for the following Lease Year and other operational

issues relating to the provision of the delivery of the Excess Effluent including estimated delivery schedules, water quality, points of delivery and the like. The parties will confirm their agreement as to these and any other operational issues.

12. Location of Delivery. The Excess Effluent delivered by the Town under this Agreement will be made available to United at the outfall of the Plum Creek Water Reclamation Authority wastewater treatment facility. United bears all responsibility for transmission and use of the Excess Effluent from the point of delivery.

13. Water Quality. Excess Effluent shall be delivered "as-is," but shall generally be of a quality that meets all standards and effluent limitations specified in Colorado Discharge Permit System Permit No. CO-0038547, as amended, or in any other discharge permit issued by the Water Quality Control Division or by the U.S. EPA authorizing discharges from the Plum Creek Water Reclamation Authority plant, such quality to be measured at the authorized discharge point(s) specified in such discharge permit. The Town shall have no liability to United for any failure to satisfy the foregoing quality requirement and United's sole remedy shall be to not accept and pay for the the applicable Excess Effluent.

14. No Brokers. The parties represent and warrant each to the other that no broker or finder has been engaged by either party in connection with the transaction contemplated by this Agreement, and no person or entity now claims or will claim any commission, finder's fee or other amounts by, through, under or as a result of any relationship with such party because of such transactions.

15. Further Instruments. Each party hereto shall from time to time execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

16. Governing Law. The parties hereto hereby expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled by the laws of the State of Colorado.

17. Headings. Article and Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. Any and all prior written or oral agreements are superseded hereby and are deemed null and void and of no effect, and United and Owner hereby disclaim any future reliance thereon. The parties are not bound by any agreements, understandings, inducements, statements, representations or assurances other than are as expressly referenced, set forth or stipulated hereunder.

19. Amendment. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same shall be in writing and signed by the parties hereto.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

21. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.

22. Construction. Throughout this Agreement, the singular shall include the plural and the plural shall include the singular, all genders shall be deemed to include other genders, wherever the context so requires, and the terms “including,” “include” or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean “including, but not limited to,” or “including, by way of example and not limitation.”

23. Authority. Each of the parties hereto represents to the other that such party has full power and authority to execute, deliver and perform this Agreement, and that the individuals executing this Agreement on behalf of the party are fully empowered and authorized to do so.

24. Notices. All notices provided for hereunder shall be in writing and shall be deemed given and received (a) when personally delivered; (b) upon receipt of notice deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (c) receipt of notice delivered by a nationally recognized overnight courier (such as FedEx, UPS, DHL) prepaid, receipt acknowledged, addressed to the applicable party at the address indicated below for such party, or as to each party, at such other address as shall be designated by such party in a written notice to the other party:

United: Drew Damiano, Project Manager  
United Water and Sanitation District  
8301 E. Prentice Ave. Suite 120  
Greenwood Village CO 80111  
T: 303-659-5000  
drew@unitedwaterdistrict.com

With a Copy to: Ronald vonLembke, Chief of Staff  
United Water and Sanitation District  
8301 E. Prentice Ave. Suite 120  
Greenwood Village CO 80111  
T: 303-659-5000  
rvl@unitedwaterdistrict.com

Town: Mark Marlowe, Director of Castle Rock Water  
175 Kellogg Court  
Castle Rock, CO 80109  
T: (720) 733-6000  
MMarlowe@crgov.com

With a Copy to:        Robert Slentz, Town Attorney  
                                 100 N. Wilcox Street  
                                 Castle Rock, CO 80104  
                                 T: (303) 660-1388  
                                 Bslentz@CRgov.com

Any party may change the address to which notices should be sent by giving the other parties written notice of the new address in the manner set forth in this paragraph. A party may give any notice, instruction or communication in connection with this Agreement using any other means (including facsimile or first class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent and such party acknowledges such receipt.

25.    Default and Remedies. In the event either party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

26.    Parties Not Bound. No term or provision of this Agreement or the Exhibits hereto is intended to, or shall be for the benefit of any person, firm, corporation or other entity not a party hereto (including without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

27.    Preparation of Agreement. The parties acknowledge this Agreement has been negotiated and prepared in an arms-length transaction, and all parties have negotiated all the terms contained herein. Accordingly, the parties agree neither party shall be deemed to have drafted the Agreement, nor shall the Agreement be interpreted against either party as the draftsman.

28.    Attorneys' Fees. In the event of any litigation or arbitration proceedings between the parties hereto concerning the subject matter of this Agreement, the prevailing party in such litigation or proceeding shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the litigation or proceeding.

29.    Invalidity of Any Provision. In the event any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition therein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

30.    Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which shall constitute one agreement.



31. Negation of Partnership. Nothing herein contained shall be construed to create a partnership or joint venture or fiduciary status between the parties.

32. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of any of the parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

33. Appropriation. All financial obligations of United under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by United for the purposes of this Agreement.

34. No Personal Liability. No elected official, director, officer, agent or employee of United or the Town shall be charged personally or held contractually liable by the other under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

[Signature page follows]

THE PARTIES HERETO have caused this Agreement to be executed and delivered as of the day and year first above written, notwithstanding the actual date of execution.

**UNITED:**

**UNITED WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado,

By: \_\_\_\_\_  
Robert A. Lembke, President

Attest:

\_\_\_\_\_  
Ronald von Lembke, Secretary

**ATTEST:**

**TOWN OF CASTLE ROCK** acting by and through the **TOWN OF CASTLE ROCK WATER ENTERPRISE**

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

\_\_\_\_\_  
Jennifer Green, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**EXHIBIT A**

2018 Excess Effluent Lease, Castle Rock – United Water

<b>Month</b>	<b># days</b>	<b>Daily Delivery, AF/day</b>	<b>Total, AF/month</b>
Jan. 2018	31	3.5	100.0
Feb. 2018	28	3.5	75.0
Mar. 2018	31	3.5	50.0
Nov. 2018	30	3.5	75.0
Dec. 2018	31	3.5	100.0
<b>Total, AF</b>			<b>400.0</b>

**EXHIBIT O**  
**LOCHBUIE ASSIGNMENT AND ASSUMPTION AGREEMENT**

**PARTIAL ASSIGNMENT OF FIRST AMENDED AND RESTATED WATER  
RESOURCE CREDIT AGREEMENT; PLUM CREEK DELIVERY  
SYSTEM OPERATING AGREEMENT; BELL MOUNTAIN RANCH  
HOMEOWNERS' ASSOCIATION SETTLEMENT AGREEMENT; AMENDED  
AND RESTATED EMERGENCY INTERCONNECT AGREEMENT; AND  
EASEMENT AGREEMENT**

THIS ASSIGNMENT OF the Agreements described herein is made and entered into as of \_\_\_\_\_, 2017, by UNITED WATER & SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, ("United"), BROMLEY DISTRICT WATER PROVIDERS, LLC, a Colorado limited liability company ("Bromley"), DIVERSIFIED MORTGAGE GUARANTEE, LLC, a Colorado limited liability company, CAROL A. WILKENS, ROBERT A. LEMBKE, CASTLE PINES LAND TRUST, RICHARD E. DAMIANO, DAMIANO FAMILY TRUST, CAW EQUITIES, LLC, a Colorado limited liability company (collectively, "GRANTORS") and the TOWN OF CASTLE ROCK, a home rule municipality of the County of Douglas, State of Colorado ("Castle Rock or GRANTEE").

**RECITALS**

A. Grantors own interests in certain nontributary and not nontributary ground water in the Dawson, Denver, Arapahoe and Laramie Fox Hills aquifers underlying the Bell Mountain Ranch property located approximately five miles south of Castle Rock, Colorado, which rights were adjudicated and decreed in Case Nos. W-7806-74, 80CW158 as amended, and 84CW385 ("Bell Mountain Water Rights"). In addition, Grantors have certain interests, and in some cases obligations, with respect to the system of easements, wells, pipelines, utilities and other facilities necessary to withdraw and deliver the Bell Mountain Water Rights (the "Bell Mountain Water System and/or Plum Creek Delivery System").

B. Pursuant to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2017, between Plum Creek CA, LLC, a Colorado limited liability company, as Seller, and Castle Rock, as buyer ("Purchase and Sale Agreement"), the Grantors (through Seller) will convey, assign, transfer and deliver to Castle Rock certain real property located in Douglas County, Colorado, water rights, personal property (tangible or intangible), rights of way, licenses, approvals and permits and agreements and other rights owned or used by the Grantors in connection with the Bell Mountain Water System and Plum Creek Delivery System, including the agreements described below ("collectively, the Agreements").

a. Bromley and the Town of Lochbuie, acting by and through its Water Activity Enterprise, ("Lochbuie") are parties to that certain First Amended and Restated Water Resource Credit Agreement dated October 16, 2002 ("Water Resource Credit Agreement") for the purpose of providing a water supply to the Silver Peaks Metropolitan District No. 1 (Silver Peaks). Section 8 of the Water Resource Credit Agreement addresses certain ongoing rights and obligations of Bromley with respect to

operation, maintenance and costs associated with Bell Mountain Water System and the Plum Creek Delivery System.

b. Bromley and Silver Peaks are parties to that certain Irrevocable Assignment of Specified Rights and Delegation of Specified Obligations Under the First Amended and Restated Water Resource Credit Agreement and Transfer of Other Assets, dated February 14, 2003 (the “Irrevocable Assignment”), in which Bromley assigned specified rights and delegated specified obligations under the Water Resource Credit Agreement to Silver Peaks.

c. United is the successor in interest to that certain Plum Creek Delivery System Operating Agreement, dated February 14, 2003, by and between Bromley, Silver Peaks and Lochbuie (the “Plum Creek Agreement”).

d. Bromley, Diversified Mortgage Guarantee, LLC, Carol A. Wilkens, Robert A. Lembke, Castle Pines Land Trust, Richard A. Damiano, Damiano Family Trust, and CAW Equities, LLC are parties to that certain Bell Mountain Ranch Settlement Agreement with an effective date of Feb. 27, 2009, which was recorded on Mar. 10, 2010 at Reception No. 2010015114 of the records of the Douglas County Clerk and Recorder’s Office and the First Amendment to Settlement Agreement dated Feb. 22, 2010, which was recorded on May 28, 2010 at Reception No. 2010032395 of the records of the Douglas County Clerk and Recorder’s Office (collectively, the “Bell Mountain Ranch Settlement Agreement”).

e. Bromley, United, Lochbuie and Ravenna Metropolitan District (“Ravenna”) (collectively, the “Non-Operating Parties”), Silver Peaks, Consolidated Bell Mountain Ranch Metropolitan District (“CBMR”) and BMR Metropolitan District (“BMR”) are parties to that certain Amended and Restated Emergency Interconnect Agreement dated April 30, 2009 and recorded on Mar. 10, 2010 at Reception No. 2010015231 of the records of the Douglas County Clerk and Recorder’s Office (the “Emergency Interconnect Agreement”).

f. Bromley and United, as a successor in interest to Silver Peaks Metropolitan District No. 1, are parties to that certain Easement Agreement dated March 12, 2003 and recorded Sept. 4, 2003 at Reception No. 2003133365 of the records of the Douglas County Clerk and Recorder’s Office (the “Easement Agreement”).

C. The Plum Creek Agreement, the Water Resource Credit Agreement, and the Emergency Interconnect Agreement cannot be assigned without the prior written consent of Lochbuie. In addition, Ravenna must provide prior written consent to the assignment of the Emergency Interconnect Agreement. The assignment of the Easement Agreement requires written notice to the Consolidated Bell Mountain Ranch Metropolitan District.

D. On or about May 4, 2017, Silver Peaks conveyed to United all interests it had in pipelines, well fields, reservoirs and other water resources, a Mutual Carriage Agreement, all other water enterprise assets held by Silver Peaks except for certain assets conveyed to Lochbuie and other assets necessary for Silver Peaks to satisfy certain of its

then-existing contractual obligations as described in the Irrevocable Assignment, as well as certain easements and license rights, *see* Consent to Assignment of Certain Interests and Assets from Silver Peaks Metropolitan District #1 to United Water and Sanitation District, dated May 4, 2017, and Recorded Oct. 12, 2017 by the Douglas County Clerk and Recorder at Reception No. 2017069345 (“Silver Peaks Assignment”) and Special Warranty Easement Deed and Assignment of Easements between Silver Peaks and United recorded by the Douglas County Clerk and Recorder at Reception No. 2017035195. Silver Peaks did not obtain written consent from Lochbuie and Ravenna before recording the Silver Peaks Assignment.

E. Although the Non-Operating Parties previously consented to the assignment of the Emergency Interconnect Agreement to United from Silver Peaks, written consent was not obtained prior to the assignment. The Non-Operating Parties are hereby willing to provide written consent to the assignment of the Emergency Interconnect Agreement to Castle Rock.

F. Lochbuie is willing to consent to the Silver Peaks Assignment and the assignment of the Plum Creek Agreement, the Water Resource Credit Agreement and the Amended and Restated Emergency Interconnect Agreement to Castle Rock under certain conditions stated herein.

G. Ravenna is willing to consent to the Silver Peaks Assignment and the assignment of the Amended and Restated Emergency Interconnect Agreement to Castle Rock.

H. Bromley is willing to consent to the assignment of the Amended and Restated Emergency Interconnect Agreement to Castle Rock.

NOW THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Castle Rock to Grantors, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Conditions Precedent to Effectiveness of Assignment. It shall be a condition precedent to the effectiveness of this Assignment that:

1.1. the Purchase and Sale Agreement shall have closed on or before the Closing Date (as defined in the Purchase Agreement at section 10, as may be amended thereunder). United shall provide written notice of the satisfaction of this condition precedent to Lochbuie and Ravenna;

1.2. Consolidated Bell Mountain Ranch Metropolitan District shall have received written notice of the assignment of the Easement Agreement. United shall provide evidence that such notice was given

2. Assignment. Grantors hereby assign, transfer, set over, convey and deliver to Castle Rock, without exception, all of Grantor’s rights, titles and interests in and to, and all obligations in and to Section 8 of the Water Resource Credit Agreement as

they relate to the Bell Mountain Water System and Plum Creek Delivery System, and all of Grantors' rights, titles, interests and obligations in and to the Plum Creek Agreement, the Bell Mountain Ranch Settlement Agreement, the Amended and Restated Emergency Interconnect Agreement, and the Easement Agreement from and after the date of this Assignment.

3. Acceptance. Castle Rock hereby accepts such assignment and agrees to assume the obligations of Grantors arising under the subject Agreements from and after the date of this Assignment.

4. Consent of Lochbuie. By signing below, Lochbuie acknowledges its consent to the Silver Peaks Assignment and the assignment of Grantors rights and obligations pursuant to the Agreements to Castle Rock subject to the conditions stated below. The conditions of Lochbuie's consent are as follows:

4.1 The Parties recognize and acknowledge that the three (3) existing Bell Mountain Wells described in Sections 8.1 and 8.2 of the Water Resource Credit Agreement are owned by Lochbuie.

4.2 Grantors relinquish any and all rights any of them may have to re-conveyance of any of the 900 acre-feet owned by Lochbuie that may be considered excess to Lochbuie's needs pursuant to paragraphs 6.5 and 9.6 of the Water Resource Credit Agreement. Lochbuie acknowledges that adequate water has been conveyed in accordance with paragraphs 6.5 and 9.6, and no additional water will be claimed by Lochbuie from Grantee in the future.

4.3 Castle Rock agrees that it shall assume all responsibilities for operating and maintaining the Bell Mountain Wells as described in Section 8.1 of the Water Resource Credit Agreement and in Section 5.2.2 of the Plum Creek Agreement, including the estimation of costs and invoicing Lochbuie for its share of the costs each year, and Lochbuie shall reimburse Castle Rock annually for Lochbuie's pro rata share of those costs by the deadlines provided in Section 5.2.2 of the Plum Creek Agreement.

4.4 Grantors shall convey all of their remaining interest in the water rights decreed in Case Nos. W-7806-74 , 80CW158, as amended and 84CW385, and all of their rights to use excess capacity in the Bell Mountain Wells to Castle Rock, and they shall not retain any interest in the water rights or the Bell Mountain Wells.

5. Consent of Ravenna. By signing below, Ravenna acknowledges its consent to the Silver Peaks Assignment and the assignment of Grantors rights and obligations pursuant to the Agreements to Castle Rock subject to the conditions stated below. The conditions of Ravenna's consent are as follows:

5.1 United shall convey to Ravenna an additional 14.8 a.f. per year of Arapahoe aquifer water rights adjudicated and decreed by the Water Court, Water Division No. 1, State of Colorado in Case No. 84CW385.



5.2 Grantors shall convey all of their remaining interest in the water rights decreed in Case Nos. W-7806-74 , 80CW158, as amended and 84CW385, and all of their rights to use excess capacity in the Bell Mountain Wells to Castle Rock, and they shall not retain any interest in the water rights or the Bell Mountain Wells.

6. Consent of Bromley. By signing below, Bromley acknowledges its consent to the assignment of Silver Peak's rights and obligations pursuant to the Emergency Interconnect Agreement.

7. Further Assurances. Grantors and Castle Rock agree to perform such other acts and to execute, acknowledge and/or deliver subsequent to the date hereof such other instruments, documents, and other materials as another party may reasonably request from time to time in order to effectuate the assignment and acceptance of the Agreements as contemplated herein.

8. Notice. Notice concerning the satisfaction of the condition precedent shall be provided by Grantors, said notice shall be deemed provided upon (a) personal delivery, (b) three business days after the mailing of the same by registered or certified mail, return receipt requested, (c) when delivered (and signed for) by an overnight delivery service, or (d) when delivered by email transmission for which automatic confirmation has been received, addressed in each case as follows:

**Castle Rock:**

Mark Marlowe, Director of Castle Rock  
Water  
175 Kellogg Court  
Castle Rock, CO 80109  
T: (720) 733-6000  
[MMarlowe@crgov.com](mailto:MMarlowe@crgov.com)

**With a Copy to:**

Robert Slentz, Town Attorney  
100 N. Wilcox Street  
Castle Rock, CO 80104  
T: (303) 660-1388  
[Bslentz@CRgov.com](mailto:Bslentz@CRgov.com)

All other notices shall be delivered as required by the Agreements or the Purchase and Sale Agreement, as appropriate.

9. Binding Effect. All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

10. Governing Law. This Assignment shall be governed by and enforced in accordance with the laws of the State of Colorado, excepting conflicts of laws and without regard to which party drafted this document.

11. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single Assignment.

EXECUTED as of \_\_\_\_\_, 2017.

UNITED WATER & SANITATION  
DISTRICT, a quasi-municipal corporation  
and political subdivision of the State of  
Colorado

By: \_\_\_\_\_  
Robert A. Lembke, President

BROMLEY DISTRICT WATER  
PROVIDERS, LLC, a Colorado limited  
liability company

By: \_\_\_\_\_  
Robert A. Lembke, President

DIVERSIFIED MORTGAGE  
GUARANTEE LIMITED LIABILITY  
COMPANY, a Colorado limited liability  
company

By: \_\_\_\_\_  
Robert A. Lembke, Manager

\_\_\_\_\_  
Carol A. Wilkens

\_\_\_\_\_  
Robert A. Lembke

CASTLE PINES LAND TRUST

\_\_\_\_\_  
Robert A. Lembke, Trustee

\_\_\_\_\_  
Richard E. Damaino

DAMIANO FAMILY TRUST

\_\_\_\_\_  
Robert A, Lembke, Trustee

CAW EQUITIES, LLC

By:\_\_\_\_\_  
Robert A. Lembke, Manager

ATTEST:

TOWN OF CASTLE ROCK,  
a home rule municipality of the County of  
Douglas, State of Colorado

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

\_\_\_\_\_  
Jennifer Green, Mayor

Approved as to form:

Approved as to content:

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**CONSENT TO ASSIGNMENT BY:**

TOWN OF LOCHBUIE,  
a municipal corporation of the County of  
Weld, State of Colorado, acting by and  
through its Water Activity Enterprise

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

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

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

Dated: \_\_\_\_\_

RAVENNA METROPOLITAN DISTRICT,  
a quasi- municipal corporation and political  
subdivision of the State of Colorado

By \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

**EXHIBIT P**  
**UNITED AFFILIATES AFFIRMATION AGREEMENT**

THIS UNITED AFFILIATES AFFIRMATION AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2017, by and among UNITED WATER AND SANITATION DISTRICT (“United”), CAW Equities, L.L.C. (“CAW”), BROMLEY WATER DISTRICT PROVIDERS, L.L.C., (“Bromley”) (United, CAW and Bromley are referred to herein as the “United Affiliates”) and the TOWN OF CASTLE ROCK, a Colorado home rule municipality, acting by and through the CASTLE ROCK WATER ENTERPRISE (“Town” or “Buyer”).

RECITALS

A. Plum Creek CA, LLC, a Colorado limited liability company (“PCCA” or “Seller”), and the Town are parties to the Purchase and Sale Agreement (the “Purchase Agreement”), pursuant to which Seller agreed to sell to the Town certain real property located in Douglas County, Colorado (as more particularly described and defined in the Purchase Agreement, the “Property”).

B. PCCA acquired or will acquire the Property from certain third party entities. These entities include United and Bromley. The United Affiliates will receive a direct or indirect financial benefit from the closing of the Purchase Agreement.

C. The United Affiliates originally acquired, developed and/or improved the Property prior to conveyance to PCCA and, therefore, Town has requested confirmation from the United Affiliates as to the accuracy of the certain representations and warranties in the Purchase Agreement, which they have agreed to provide pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Representations and Warranties. Each United Affiliate represents and warrants, as to itself, but not any other United Affiliate, to the Town that each of the following statements is true and correct as of the date of this Agreement and as of the date of the closing of the Purchase Agreement:

(a) Such United Affiliate has full right, power and authority to enter into this Agreement and to perform the obligations hereunder, and this Agreement, when duly executed and delivered, shall constitute the valid and binding obligation of such United Affiliate, enforceable in accordance with such terms. The individual executing this Agreement on behalf of such United Affiliate is authorized to do so.

(b) To the best of such United Affiliate’s knowledge, the representations and warranties of PCCA set forth in Section 11.1 of the Purchase Agreement are true and correct in all material respects, and

(c) Each United Affiliate hereby adopts such representations and warranties as its independent representations and warranties to Town, provided, that in each case such representations and warranties are to the best of such United Affiliate's knowledge.

2. United Affiliates Knowledge. Any representations or warranties made herein that is to the "United Affiliate's knowledge" shall be based solely upon the actual knowledge of such United Affiliate, and without any investigation, which knowledge shall be deemed to consist only of the actual knowledge of United Affiliate Representatives. "United Affiliate Representatives" means the following individuals action in their capacities as officers or employees of United, CAW and Bromley: Robert A. Lembke, Ron vonLembke, and Andrew Damiano and no other officers, directors, managers, members, owners, employees, contractors, consultants, agents. As used in this Agreement, the term "knowledge" or "actual knowledge" shall mean only that nothing is known by or has come to the attention of the applicable United Affiliate Representatives that is inconsistent with the applicable representations or warranties. Notwithstanding anything herein to the contrary, United Affiliate Representatives shall not have any personal liability under this Agreement. The obligations of each United Affiliate is several. A United Affiliate shall be responsible only for its acts, omissions, breaches and defaults and not that of any other United Affiliate.

3. Assignment of Third Party Warranties. As the parties who originally acquired, developed and/or improved the Property, the United Affiliates may have obtained certain warranties or similar rights from third parties with respect to the Property ("Third Party Warranties"). To the extent that either United Affiliate obtained any Third Party Warranties, such United Affiliate hereby assigns and transfers to the Town all of its rights and interest in and to such Third Party Warranties, but without any independent representation or warranty as to the existence, validity or usefulness of such Third Party Warranties.

4. No Partnership. Despite the reference to them in this Agreement as "affiliates," United and Bromley are not affiliated in any manner, whether as partners, members, co-owners, associates, agents, joint venturer in any way.

5. Survival. The representations and warranties in this Agreement of the United Affiliates and Town shall survive the closing of the Purchase Agreement ("Closing") for a period of two (2) years following Closing, provided any such claim asserted by a party for breach of such warranties and representations within such two-year period may proceed to resolution, irrespective of the expiration of such two-year period.

6. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

7. Further Instruments. Each party hereto shall from time to time execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

8. Governing Law. The parties hereto hereby expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled by the laws of the State of Colorado.

9. Headings. Article and Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. Any and all prior written or oral agreements are superseded hereby and are deemed null and void and of no effect, and the Town and the United Affiliates hereby disclaim any future reliance thereon. The parties are not bound by any agreements, understandings, inducements, statements, representations or assurances other than are as expressly referenced, set forth or stipulated hereunder.

11. Amendment. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same shall be in writing and signed by the parties hereto.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

13. Construction. Throughout this Agreement, the singular shall include the plural and the plural shall include the singular, all genders shall be deemed to include other genders, wherever the context so requires, and the terms “including,” “include” or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean “including, but not limited to,” or “including, by way of example and not limitation.”

14. Authority. Each of the parties hereto represents to the other that such party has full power and authority to execute, deliver and perform this Agreement, and that the individuals executing this Agreement on behalf of the party are fully empowered and authorized to do so.

15. Attorneys' Fees. In the event of any litigation or arbitration proceedings between the parties hereto concerning the subject matter of this Agreement, the prevailing party in such litigation or proceeding shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the litigation or proceeding.

16. Invalidity of Any Provision. In the event any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition therein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which shall constitute one agreement.

18. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of any of the parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

19. No Personal Liability. No elected official, director, officer, agent or employee of United, Bromley or the Town shall be charged personally or held contractually liable by the other under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

[signature pages follow]



THE PARTIES HERETO have caused this Agreement to be executed and delivered as of the day and year first above written, notwithstanding the actual date of execution.

**UNITED:**

**UNITED WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Robert A. Lembke, President

Attest:

\_\_\_\_\_  
Ronald von Lembke, Secretary

**CAW:**

CAW EQUITIES, L.L.C.

By: \_\_\_\_\_  
Robert A. Lembke, Manager

**BROMLEY:**

BROMLEY WATER DISTRICT PROVIDERS, L.L.C.

By: \_\_\_\_\_  
Robert A. Lembke, Manager

**ATTEST:**

**TOWN OF CASTLE ROCK** acting by and  
through the **TOWN OF CASTLE ROCK**  
**WATER ENTERPRISE**

---

Lisa Anderson, Town Clerk

---

Jennifer Green, Mayor

**Approved as to form:**

**Approved as to content:**

---

Robert J. Slentz, Town Attorney

---

Mark Marlowe, Director of Castle Rock Water

**EXHIBIT Q**  
**NO STATEMENTS OF OPPOSITION AGREEMENT**

THIS NO STATEMENTS OF OPPOSITION AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2017 (the “Agreement Date”), by and among UNITED WATER AND SANITATION DISTRICT (“United”), CAW Equities, L.L.C., a Colorado limited liability company (“CAW”), BROMLEY WATER DISTRICT PROVIDERS, L.L.C., a Colorado limited liability company (“Bromley”), (United, CAW and Bromley are sometimes referred to herein collectively as the “United Affiliates”), PLUM CREEK CA, LLC, a Colorado limited liability company (“PCCA” or “Seller”), the TOWN OF CASTLE ROCK, a Colorado home rule municipality (“Town” or “Buyer”) and the other persons and entities defined in this Agreement as the “Non-Opposers.”

RECITALS

A. PCCA and the Town are parties to the Purchase and Sale Agreement dated \_\_\_\_\_, 2017 (the “Purchase Agreement”), pursuant to which Seller agreed to sell to the Town certain real property located in Douglas County, Colorado (as more particularly described and defined in the Purchase Agreement, the “Property”).

B. The Non-Opposers will receive a direct or indirect financial benefit from the closing of the Purchase Agreement.

C. Pursuant to the Purchase Agreement, certain entities or individuals affiliated with the Seller agreed not to file statements of opposition or otherwise participate as a party in certain water court applications that the Town may file.

D. Such parties agree to confirm such agreement on the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Non-Opposers Defined. The “Non-Opposers” means the following entities or individuals: (a) Robert A. Lembke, Ronald vonLembke and Andrew Damiano, individually, (ii) PCCA; (b) any of the United Affiliates; (c) any entity that Robert A. Lembke or Ronald vonLembke, has a controlling interest in; or (d) any person who is an officer, director, manager or member of PCCA or any of the United Affiliates.

2. No Statements of Opposition. Each Non-Opposor covenants and agrees that he or it shall not file a statement of opposition or otherwise participate as a party in any water court application that the Town may file which water court application is limited to water rights (including groundwater rights) diverting or storing water from or tributary to Plum Creek and diverting water from, or storing water in Chatfield Reservoir, or exchanging water from any point (exchange-from point) in or above Chatfield Reservoir to any point on Plum Creek or its tributaries (exchange-to point).

3. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

4. Governing Law. The parties hereto hereby expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled by the laws of the State of Colorado.

5. Amendment. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same shall be in writing and signed by the parties hereto.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

7. Authority. Each person executing this Agreement represents that he has full power and authority to execute, deliver and perform this Agreement, and that the individual executing this Agreement on behalf of another party is fully empowered and authorized to do so, including, but not limited to any entity that he has a controlling interest in.

8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which shall constitute one agreement.

9. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of any of the parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

[signature pages follow]

THE PARTIES HERETO have caused this Agreement to be executed and delivered as of the day and year first above written, notwithstanding the actual date of execution.

**UNITED:**

**UNITED WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Robert A. Lembke, President

Attest:

\_\_\_\_\_  
Ronald von Lembke, Secretary

**CAW:**

CAW EQUITIES, L.L.C., a Colorado limited liability company

By: \_\_\_\_\_  
Robert A. Lembke, Manager

**BROMLEY:**

BROMLEY WATER DISTRICT PROVIDERS, L.L.C., a Colorado limited liability company

By: \_\_\_\_\_  
Robert A. Lembke, Manager

**ATTEST:**

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

**Approved as to form:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

**TOWN:**

**TOWN OF CASTLE ROCK** acting by and through the **TOWN OF CASTLE ROCK WATER ENTERPRISE**

\_\_\_\_\_  
Jennifer Green, Mayor

**Approved as to content:**

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**SELLER/PCCA:**

PLUM CREEK CA, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Robert A. Lembke, Manager

**NON-OPPOSORS:**

\_\_\_\_\_  
Robert A. Lembke

\_\_\_\_\_  
Ronald vonLembke

\_\_\_\_\_  
Andrew Damiano

**EXHIBIT R**  
**POST-CLOSING ASSISTANCE AGREEMENT**

**POST –CLOSING ASSISTANCE AGREEMENT**

To: Town of Castle Rock

From: United Water And Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (United)

Re: Purchase and Sale Agreement (“Purchase Agreement”) between Plum Creek CA, LLC and the Town of Castle Rock (Town) relating to certain water rights and Plum Creek diversion, storage and delivery systems located in Douglas County, Colorado

Date: \_\_\_\_\_, 2017

This will confirm that United will for a period of one year provide reasonable post-closing assistance to the Town in connection with the sale of the assets under the Purchase Agreement. By way of example, such assistance may include providing information relating to historical uses of the water and water rights, the transfer of the water rights on the appropriate records and the ownership and operation of the Bell Mountain and Cherokee water systems and the Plum Creek diversion, storage and delivery systems. It is anticipated that the Town’s need for assistance will decrease exponentially during the year.

United’s cooperation will not obligate it to expend any monies (other than incidental expenses such as long distance charges, local travel, photocopy expense, postage and courier charges and the like) unless the Town agrees to reimburse it for such costs. Nor does it obligate anyone from United to attend any public or homeowner meetings or hearings.

Initially, Drew Damiano, will be the point person for United in providing this assistance. It is understood that Mr. Damiano has other full time responsibilities at United that may take priority for his assistance to the Town. Depending upon his demands and the Town’s needs we may substitute other personnel from time to time to provide this assistance.

United Water and Sanitation District, a quasi-municipal corporation  
and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Robert A. Lembke, President



**EXHIBIT S**  
**ESTOPPEL AGREEMENT**

## ESTOPPEL AGREEMENT

Whereas, the Plum Creek Trust ("Trust") owns real property consisting of 145 acres in Douglas County described in Exhibit A ("Property"). United Water and Sanitation District ("United"), a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), owns easements on the Property described in the following deeds: Donation Deed of Perpetual Easement and Grant of Temporary Easement dated May 30, 2006 and recorded at Reception No. 2006067074 ("Storage Easement"), and Donation Deed of Perpetual Easement and Grant of Temporary Easement dated May 30, 2006 and recorded at Reception No. 2006067075 ("Pipeline Easement"). The Storage Easement and Pipeline Easement are collectively referred to herein as the "Easements."

Whereas, United constructed various water facilities on the Property pursuant to the Easements, including but not limited to a reservoir, a water diversion structure at Plum Creek, pipelines, and a pump station; and

Whereas, United intends to convey the Pipeline Easement and a portion of the Storage Easement to Plum Creek CA, LLC as shown on Exhibit A (the "Town's Easement Property"). Plum Creek CA, LLC then intends to convey the Town's Easement Property to the Town of Castle Rock ("Town").

For good and valuable consideration, the receipt and adequacy of which is acknowledged, the Plum Creek Trust states and represents to Town:

1. No Violation of Easements. The Trust hereby acknowledges and confirms that United has not violated the terms of the Easements and is currently in compliance with the Easements. The Trust further acknowledges that United's existing facilities on the Property are in compliance with the Easements and that United completed restoration as required for the existing facilities.
2. The Trust hereby consents to the conveyance of the Town's Easement Property to the Town. Upon conveyance to the Town of the Town's Easement Property, the Easements shall remain in full force and effect and the Town shall be bound by the terms of the Easements.
3. The Trust acknowledges that the Town will construct from time to time additional water facilities on the Town's Easement Property pursuant to and as allowed by the existing Storage Easement, including but not limited to: a new reservoir(s); water pipelines and pump stations to deliver water from the existing and new reservoirs and from the Plum Creek diversion structure to the Town and its customers and partners; new pipelines to deliver water to or from the South Platte River to the existing and future reservoirs and existing or future pump stations on the Town's Easement Property; and new treated water lines across the Town's Easement Property to serve any number of current or future regional customers and partners as well as the property described in Section 4, below. In accordance with the terms of the Easements, the Town shall have the right to construct the facilities or relocate existing facilities at locations on the Town's Easement Property that provide the most cost effective route across the Town's Easement Property as may be determined in the sole discretion of the Town. The Trust further acknowledges that the improvements the Town will construct on the Town's Easement Property are permitted uses under the existing portion of the easement being assigned to Town.
4. The Trust consents to the Town and CAW Equities, L.L.C. ("CAW") entering into that certain Water Supply Agreement dated as of \_\_\_\_\_, 2017, pursuant to which the Town shall

provide raw water to certain areas within the Property and to other parcels of land adjacent to the Property that are owned by the Trust (together, the "Sutton Property") in connection with the future development of the Sutton Property by CAW and the Trust.

5. The Trust agrees to be bound by the Trust's representations herein in enforcing the Easements against the Town or asserting any claims or rights against the Town. The Trust further agrees to be estopped from asserting against the Town claims or facts contrary to the representations herein. The Trust agrees not to pursue against the Town, any and all claims the Trust may have arising from acts or omissions of United, if any, including but not limited to enforcement of the Easements and the obligations therein. The Trust acknowledges that the representations herein are made for the benefit of the Town, and the Town is relying on said representations in purchasing the Easements and agreeing to provide certain water service to the Property.

The Trust has executed this Estoppel Agreement as of \_\_\_\_\_, 2017.

Plum Creek Trust

By: \_\_\_\_\_  
Brad Rhodes, Trustee

Exhibit A  
Town's Easement Property

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID POINT BEING A 3 1/4" ALUMINUM CAP STAMPED "LS8935" THENCE S0°25'00"E, A DISTANCE OF 1,325.91 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER NORTH 1/16" CORNER AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 38026". THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH-EAST QUARTER OF SAID SECTION 15 NORTH 89°38'32"E, A DISTANCE OF 2,608.16 FEET TO THE NORTH 1/16TH CORNER OF SAID SECTION 15 AND 1/4" ALUMINUM CAP STAMPED "LS 8935", BEARS M0°48'53"W, A DISTANCE OF 1,328.64 FEET; THENCE ALONG THE EASTERN LINE OF THE NORTH-EAST QUARTER OF SAID SECTION 15, SOUTH 00°48'53"E, A DISTANCE OF 191.69 FEET; THENCE DEPARTING SAID EAST LINE, SOUTHERLY ALONG THE EAST BANK OF PLUM CREEK FOR THE FOLLOWING FIFTY-THREE (53) CALLS:

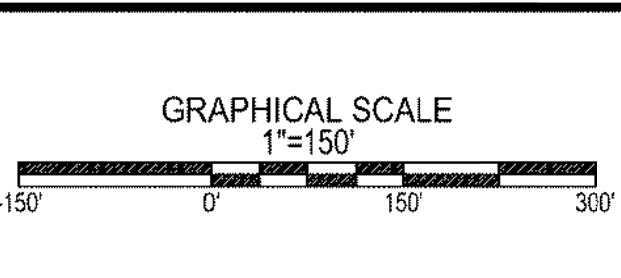
- 1. THENCE SOUTH 86°34'51"W, A DISTANCE OF 23.16 FEET;
2. THENCE SOUTH 78°14'42"W, A DISTANCE OF 39.09 FEET;
3. THENCE SOUTH 57°12'44"W, A DISTANCE OF 25.60 FEET;
4. THENCE SOUTH 43°39'31"W, A DISTANCE OF 50.78 FEET;
5. THENCE SOUTH 19°48'25"W, A DISTANCE OF 29.24 FEET;
6. THENCE SOUTH 37°53'17"W, A DISTANCE OF 29.33 FEET;
7. THENCE SOUTH 59°41'59"W, A DISTANCE OF 13.60 FEET;
8. THENCE SOUTH 13°22'19"W, A DISTANCE OF 13.60 FEET;
9. THENCE SOUTH 14°53'08"E, A DISTANCE OF 38.79 FEET;
10. THENCE SOUTH 47°38'18"E, A DISTANCE OF 23.80 FEET;
11. THENCE SOUTH 25°08'55"E, A DISTANCE OF 57.41 FEET;
12. THENCE SOUTH 51°00'51"E, A DISTANCE OF 63.94 FEET;
13. THENCE SOUTH 19°29'17"E, A DISTANCE OF 63.94 FEET;
14. THENCE SOUTH 07°03'10"E, A DISTANCE OF 38.36 FEET;
15. THENCE SOUTH 03°38'02"W, A DISTANCE OF 30.65 FEET;
16. THENCE SOUTH 22°39'24"W, A DISTANCE OF 110.27 FEET;
17. THENCE SOUTH 03°54'08"W, A DISTANCE OF 28.35 FEET;
18. THENCE SOUTH 45°42'52"W, A DISTANCE OF 40.19 FEET;
19. THENCE SOUTH 72°39'12"W, A DISTANCE OF 54.27 FEET;
20. THENCE SOUTH 28°05'21"W, A DISTANCE OF 28.10 FEET;
21. THENCE SOUTH 05°24'52"W, A DISTANCE OF 49.38 FEET;
22. THENCE SOUTH 06°08'58"E, A DISTANCE OF 33.54 FEET;
23. THENCE SOUTH 20°14'01"E, A DISTANCE OF 24.34 FEET;
24. THENCE SOUTH 70°45'52"E, A DISTANCE OF 1.73 FEET;
25. THENCE SOUTH 38°15'59"E, A DISTANCE OF 22.15 FEET;
26. THENCE SOUTH 07°29'59"W, A DISTANCE OF 33.99 FEET;
27. THENCE SOUTH 52°58'27"W, A DISTANCE OF 15.19 FEET;
28. THENCE SOUTH 28°52'51"W, A DISTANCE OF 171.22 FEET;
29. THENCE SOUTH 43°10'38"W, A DISTANCE OF 118.39 FEET;
30. THENCE SOUTH 19°43'50"W, A DISTANCE OF 36.44 FEET;
31. THENCE SOUTH 13°14'40"W, A DISTANCE OF 54.27 FEET;
32. THENCE SOUTH 01°53'20"W, A DISTANCE OF 37.89 FEET;
33. THENCE SOUTH 49°49'49"W, A DISTANCE OF 83.83 FEET;
34. THENCE SOUTH 35°44'19"W, A DISTANCE OF 113.90 FEET;
35. THENCE SOUTH 10°51'40"E, A DISTANCE OF 18.32 FEET;
36. THENCE SOUTH 20°28'51"E, A DISTANCE OF 24.72 FEET;
37. THENCE SOUTH 37°03'02"E, A DISTANCE OF 21.59 FEET;
38. THENCE SOUTH 11°07'05"E, A DISTANCE OF 25.09 FEET;
39. THENCE SOUTH 00°38'12"E, A DISTANCE OF 38.36 FEET;
40. THENCE SOUTH 07°37'02"E, A DISTANCE OF 70.98 FEET;
41. THENCE SOUTH 10°37'28"E, A DISTANCE OF 21.73 FEET;
42. THENCE SOUTH 01°08'40"E, A DISTANCE OF 38.22 FEET;
43. THENCE SOUTH 11°22'22"W, A DISTANCE OF 42.40 FEET;
44. THENCE SOUTH 05°49'08"W, A DISTANCE OF 41.36 FEET;
45. THENCE SOUTH 33°50'59"W, A DISTANCE OF 43.12 FEET;
46. THENCE SOUTH 38°51'20"W, A DISTANCE OF 37.89 FEET;
47. THENCE SOUTH 32°17'15"W, A DISTANCE OF 19.26 FEET;
48. THENCE SOUTH 04°54'07"W, A DISTANCE OF 31.91 FEET;
49. THENCE SOUTH 07°02'10"E, A DISTANCE OF 31.39 FEET;
50. THENCE SOUTH 25°26'20"E, A DISTANCE OF 29.81 FEET;
51. THENCE SOUTH 20°51'48"E, A DISTANCE OF 23.57 FEET;
52. THENCE SOUTH 28°09'29"W, A DISTANCE OF 29.23 FEET;
53. THENCE SOUTH 35°29'20"W, A DISTANCE OF 113.90 FEET; THENCE DEPARTING SAID EAST BANK SOUTH 54°09'21"E, A DISTANCE OF 10.00 FEET; THENCE SOUTH 70°09'41"E, A DISTANCE OF 41.20 FEET; THENCE SOUTH 02°59'59"W, A DISTANCE OF 117.87 FEET; THENCE SOUTH 75°15'37"E, A DISTANCE OF 35.62 FEET; THENCE SOUTH 14°44'23"W, A DISTANCE OF 30.00 FEET; THENCE SOUTH 75°15'37"W, A DISTANCE OF 23.39 FEET; THENCE SOUTH 02°59'59"W, A DISTANCE OF 117.87 FEET; THENCE NORTH 89°48'42"W, A DISTANCE OF 669.53 FEET; THENCE SOUTH 65°38'29"W, A DISTANCE OF 92.70 FEET; THENCE NORTH 85°23'10"W, A DISTANCE OF 185.30 FEET; THENCE NORTH 69°48'39"W, A DISTANCE OF 26.36 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 874.90 FEET AND A CENTRAL ANGLE OF 23°49'37", ALONG THE ARC A DISTANCE OF 280.07 FEET (SAID CURVE HAVING A CHORD BEARING NORTH 72°36'49"W, WEST AND DISTANCE 276.07 FEET); THENCE NORTH 00°11'14"E, A DISTANCE OF 215.19 FEET; THENCE NORTH 07°16'43"W, A DISTANCE OF 655.01 FEET; THENCE NORTH 59°07'56"W, A DISTANCE OF 199.21 FEET; THENCE SOUTH 75°00'45"W, A DISTANCE OF 123.44 FEET; THENCE NORTH 81°50'43"W, A DISTANCE OF 397.57 FEET; THENCE NORTH 53°28'50"W, A DISTANCE OF 219.07 FEET; THENCE NORTH 89°37'49"W, A DISTANCE OF 42.40 FEET TO A POINT WHEN THE CENTER CORNER OF SAID SECTION 15 LIES SOUTH 72°26'10"E, A DISTANCE OF 43.21 FEET; THENCE NORTH 19°05'57"W, A DISTANCE OF 128.67 FEET; THENCE NORTH 19°04'57"W, A DISTANCE OF 563.79 FEET; THENCE NORTH 01°28'51"W, A DISTANCE OF 276.07 FEET; THENCE NORTH 01°13'44"W, A DISTANCE OF 380.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH-WEST QUARTER OF SAID SECTION 15; THENCE ALONG SAID NORTH LINE NORTH 89°38'32"E, A DISTANCE OF 272.32 FEET TO THE POINT OF BEGINNING, CONTAINING 5.134, 112 SQUARE FEET OR 118.55 ACRES, MORE OR LESS.

NOTES:

- 1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEY SYSTEMS INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS SHOWN HEREON, SURVEY SYSTEMS INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. NCS-408452-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND HAVING AN EFFECTIVE DATE OF AUGUST 07, 2009 AT 8:00 a.m.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M. AS MONUMENTED AT THE EAST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS8935" AND AT THE SOUTHEAST CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS 8935", SAID BEARING BEING NORTH 00°47'22" WEST.
4. THE UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.

SURVEYOR'S CERTIFICATION:

I, GERALD MATT NICHOLS, PLS #38026, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE LAND SURVEY PLAT SHOWN HEREON WAS PREPARED BY ME OR UNDER DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND ACCURATE.

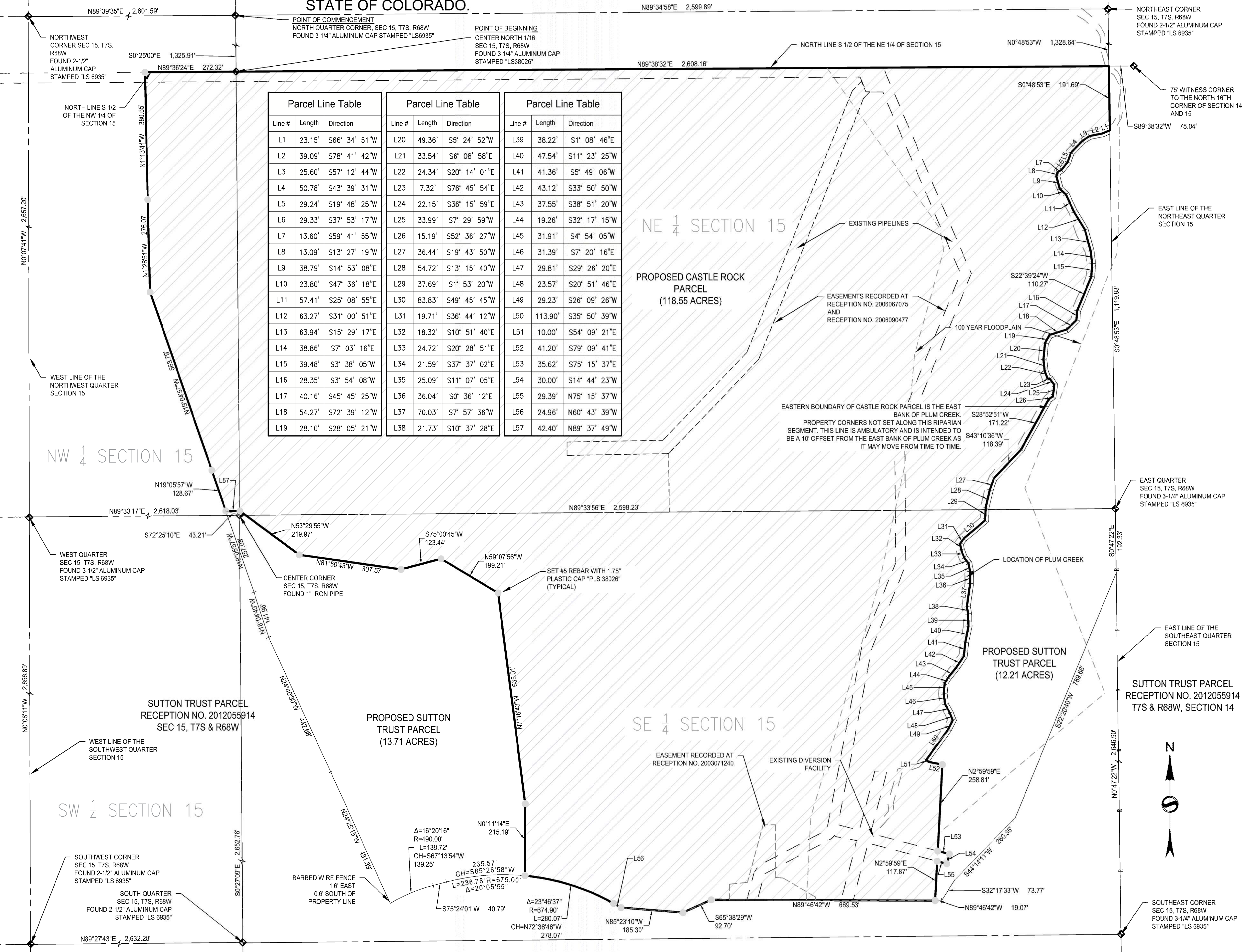


SURVEY SYSTEMS A Professional Land Surveying Company P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123

LAND SURVEY PLAT

SITUATED IN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

Parcel Line Table with columns: Line #, Length, Direction. Contains 18 columns of data for parcel boundaries.



PROPERTY LOCATION AND INFORMATION table with columns: ADDRESS, DATE, SECTION, TOWNSHIP, RANGE, PRINCIPAL MERIDIAN, CITY, COUNTY, STATE. Includes issue date 11/17/2016 and sheet number 1 of 1.

811 Know what's below. Call before you dig.

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

# LEGAL DESCRIPTION

## LEGAL DESCRIPTION

A STRIP OF LAND 10' WIDE LYING 10 FEET PARALLEL, EASTERLY, AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935";

THENCE NORTH 17°36'10" WEST, A DISTANCE OF 1,988.63 FEET TO A POINT ON THE EASTERLY BANK OF PLUM CREEK, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIPTION;

THENCE ALONG THE MEANDERING AND AMBULATORY LINE OF THE EASTERLY TOP OF BANK FOR PLUM CREEK THE FOLLOWING 53 COURSES:

1. NORTH 35°50'39" EAST, A DISTANCE OF 113.90 FEET;
2. NORTH 26°09'26" EAST, A DISTANCE OF 29.23 FEET;
3. NORTH 20°51'46" WEST, A DISTANCE OF 23.57 FEET;
4. NORTH 29°26'20" WEST, A DISTANCE OF 29.81 FEET;
5. NORTH 07°20'16" WEST, A DISTANCE OF 31.39 FEET;
6. NORTH 04°54'05" EAST, A DISTANCE OF 31.91 FEET;
7. NORTH 32°17'15" EAST, A DISTANCE OF 19.26 FEET;
8. NORTH 38°51'20" EAST, A DISTANCE OF 37.55 FEET;
9. NORTH 33°50'50" EAST, A DISTANCE OF 43.12 FEET;
10. NORTH 05°49'06" EAST, A DISTANCE OF 41.36 FEET;
11. NORTH 11°23'25" EAST, A DISTANCE OF 47.54 FEET;
12. NORTH 01°08'46" WEST, A DISTANCE OF 38.22 FEET;
13. NORTH 10°37'28" WEST, A DISTANCE OF 21.73 FEET;
14. NORTH 07°57'36" EAST, A DISTANCE OF 70.03 FEET;
15. NORTH 00°36'12" WEST, A DISTANCE OF 36.04 FEET;
16. NORTH 11°07'05" WEST, A DISTANCE OF 25.09 FEET;
17. NORTH 37°37'02" WEST, A DISTANCE OF 21.59 FEET;
18. NORTH 20°28'51" WEST, A DISTANCE OF 24.72 FEET;
19. NORTH 10°51'40" WEST, A DISTANCE OF 18.32 FEET;
20. NORTH 36°44'12" EAST, A DISTANCE OF 19.71 FEET;
21. NORTH 49°45'45" EAST, A DISTANCE OF 83.83 FEET;
22. NORTH 01°53'20" EAST, A DISTANCE OF 37.69 FEET;
23. NORTH 13°15'40" EAST, A DISTANCE OF 54.72 FEET;
24. NORTH 19°43'50" EAST, A DISTANCE OF 36.44 FEET;
25. NORTH 43°10'36" EAST, A DISTANCE OF 118.39 FEET;
26. NORTH 28°52'51" EAST, A DISTANCE OF 171.22 FEET;
27. NORTH 52°36'27" EAST, A DISTANCE OF 15.19 FEET;
28. NORTH 07°29'59" EAST, A DISTANCE OF 33.99 FEET;
29. NORTH 36°15'59" WEST, A DISTANCE OF 22.15 FEET;
30. NORTH 76°45'54" WEST, A DISTANCE OF 7.32 FEET;
31. NORTH 20°14'01" WEST, A DISTANCE OF 24.34 FEET;
32. NORTH 06°08'58" WEST, A DISTANCE OF 33.54 FEET;
33. NORTH 05°24'52" EAST, A DISTANCE OF 49.36 FEET;
34. NORTH 28°05'21" EAST, A DISTANCE OF 28.10 FEET;
35. NORTH 72°39'12" EAST, A DISTANCE OF 54.27 FEET;



(CONTINUED ON SHEET 2)

FILEPATH: G:\2015-063-001-035 UWDC3\03\_TECHNICAL\01\_SURVEY DRAWINGS\01\_MODELS\UWDC3-10' EASE.DWG LAYOUT: 1 - LEGAL  
 PLOTTED: THU 11/17/16 2:40:51P BY: JREGARD

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 11/14/2016	
DATE	REVISION COMMENTS

Exhibit C-2  
 Restricted Easement

**SURVEY SYSTEMS**

A Professional Land Surveying Company

P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123

Info@SurveySystems.net www.SurveySystemsInc.com



A Service-Disabled Veteran-Owned Small Business SDVOSE | SBE

CHECKED BY: MN  
 DRAWN BY: JR  
 JOB #: 2015-063-001-035  
 CLIENT CODE: UWDC3

SHEET NO.

1

1 OF 4

# LEGAL DESCRIPTION

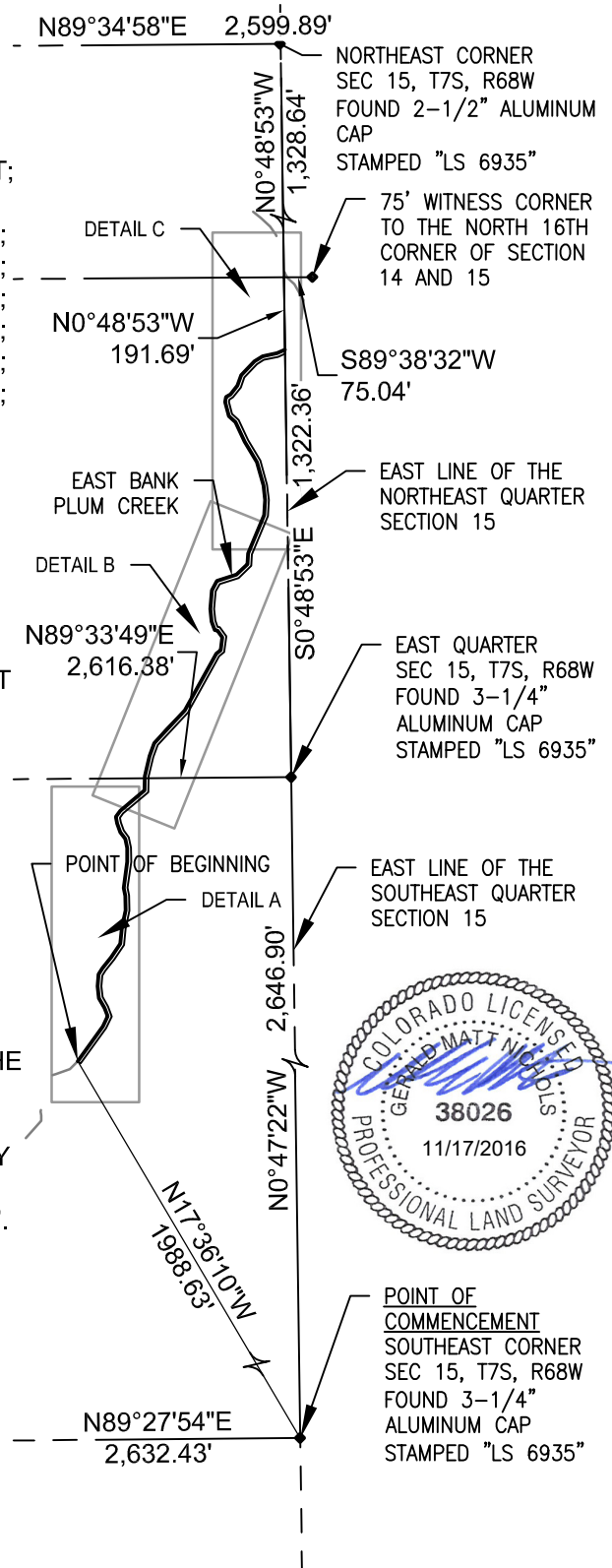
(CONTINUED FROM SHEET 1)

36. NORTH 45°45'25" EAST, A DISTANCE OF 40.16 FEET;
37. NORTH 03°54'08" EAST, A DISTANCE OF 28.35 FEET;
38. NORTH 22°39'24" EAST, A DISTANCE OF 110.27 FEET;
39. NORTH 03°38'05" EAST, A DISTANCE OF 39.48 FEET;
40. NORTH 07°03'16" WEST, A DISTANCE OF 38.86 FEET;
41. NORTH 15°29'17" WEST, A DISTANCE OF 63.94 FEET;
42. NORTH 31°00'51" WEST, A DISTANCE OF 63.27 FEET;
43. NORTH 25°08'55" WEST, A DISTANCE OF 57.41 FEET;
44. NORTH 47°36'18" WEST, A DISTANCE OF 23.80 FEET;
45. NORTH 14°53'08" WEST, A DISTANCE OF 38.79 FEET;
46. NORTH 13°27'19" EAST, A DISTANCE OF 13.09 FEET;
47. NORTH 59°41'55" EAST, A DISTANCE OF 13.60 FEET;
48. NORTH 37°53'17" EAST, A DISTANCE OF 29.33 FEET;
49. NORTH 19°48'25" EAST, A DISTANCE OF 29.24 FEET;
50. NORTH 43°39'31" EAST, A DISTANCE OF 50.78 FEET;
51. NORTH 57°12'44" EAST, A DISTANCE OF 25.60 FEET;
52. NORTH 78°41'42" EAST, A DISTANCE OF 39.09 FEET;
53. NORTH 66°34'51" EAST, A DISTANCE OF 23.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING THE POINT OF ENDING, WHENCE A 2 1/2" ALUMINUM CAP MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 00°48'53" WEST A DISTANCE OF 1328.64 FEET.

LESS AND EXCEPT ANY PORTION LYING EAST OF SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15.

**BASIS OF BEARINGS:** THE BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS MONUMENTED AT THE SOUTHEAST CORNER BY A 3 1/2" ALUMINUM CAP "PLS 6935", AND AT THE EAST QUARTER CORNER BY A 3 1/2" ALUMINUM CAP "LS 6935". SAID BEARING BEING N 00°47'22"W AS SHOWN.

PREPARED BY: GERALD MATT NICHOLS, PLS  
 PLS # 38026  
 ON BEHALF OF: SURVEY SYSTEMS INC.  
 PO BOX 2168  
 EVERGREEN, COLORADO 80437  
 (303)679-8122



FILEPATH: G:\2015-063-001-035 UMDCS\03\_TECHNICAL\01\_SURVEY DRAWINGS\01\_MODELS\UMDC3-10' EASEL.DWG LAYOUT: 2 - LEGAL  
 PLOTTED: THU 11/17/16 3:51:53P BY: JREGARD

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

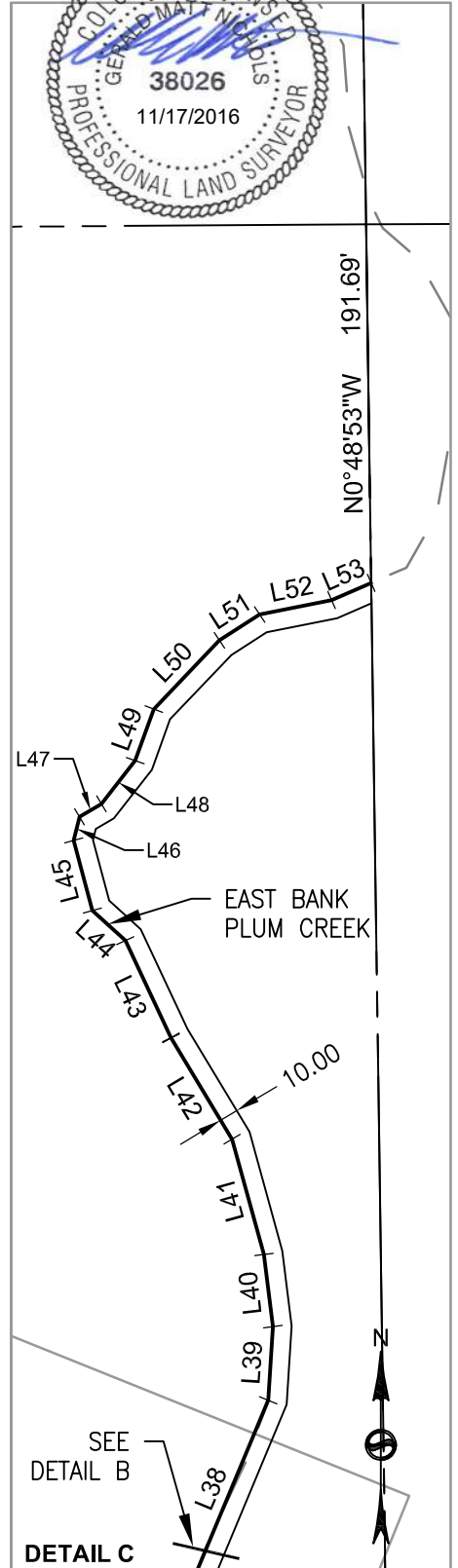
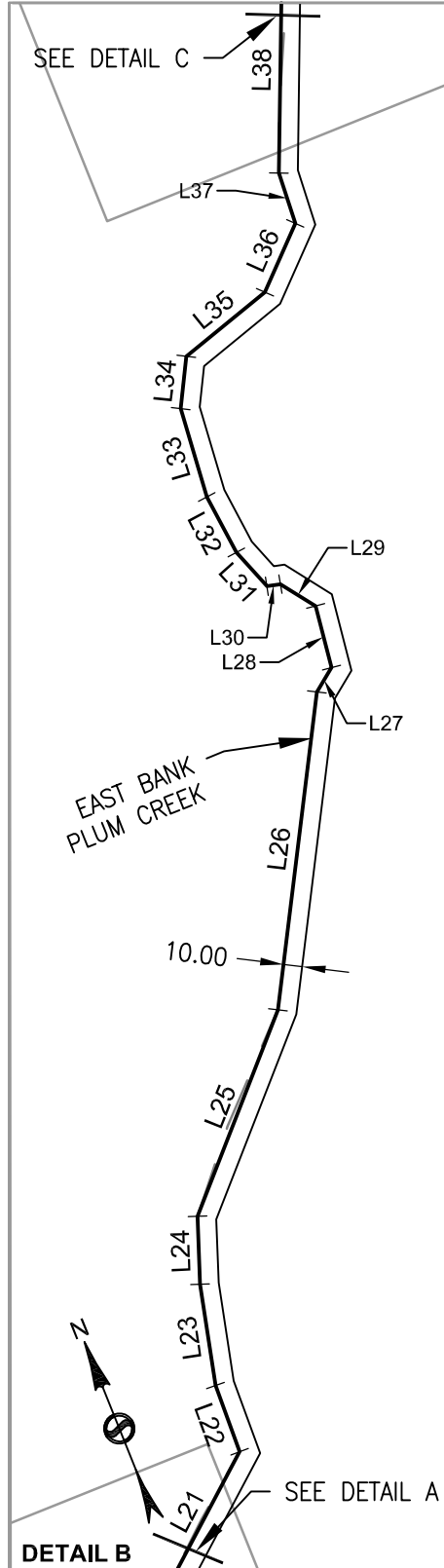
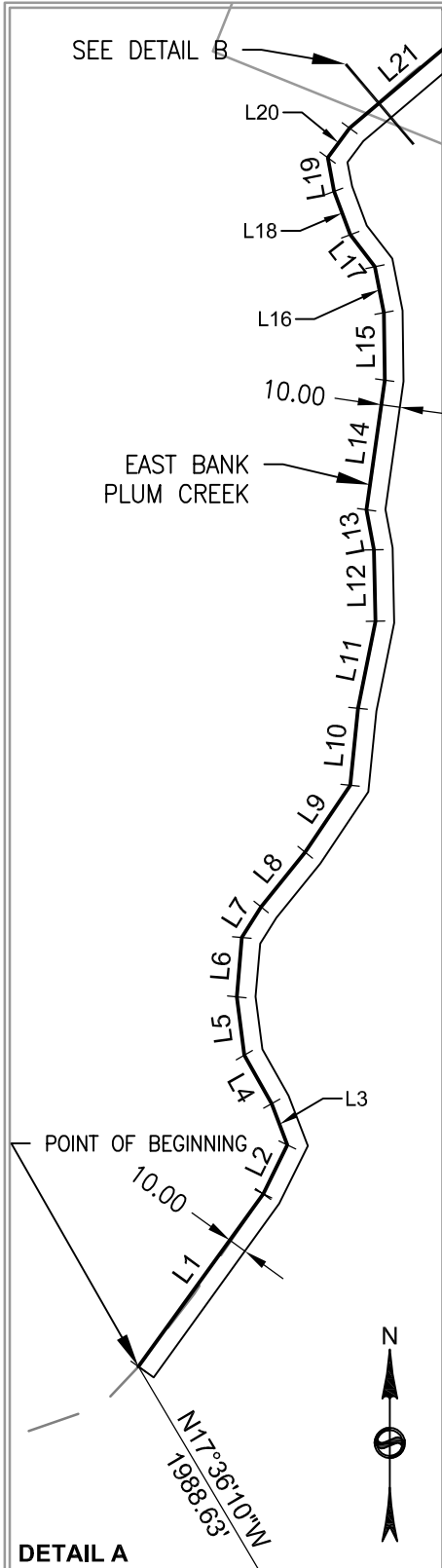
ISSUE DATE: 11/14/2016	
DATE	REVISION COMMENTS

**Exhibit C-2**  
**Restricted Easement**

**SURVEY SYSTEMS**  
 A Professional Land Surveying Company  
 P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123  
 Info@SurveySystems.net www.SurveySystemsInc.com  
 A Service-Disabled Veteran-Owned Small Business SDVOSE | SBE

CHECKED BY: MN DRAWN BY: JR JOB #: 2015-063-001-035 CLIENT CODE: UMD03
SHEET NO. <b>2</b>
2 OF 4

# EXHIBIT



FILEPATH: G:\2015-063-001-035 UWDC3\03\_TECHNICAL\01\_SURVEY DRAWINGS\01\_MODELS\UWDC3-10' EASEL.DWG LAYOUT: 3 - 10 CREEK  
 PLOTTED: THU 11/17/16 2:40:21P BY: JREGARD

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 11/14/2016	
DATE	REVISION COMMENTS

Exhibit C-2  
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A Service-Disabled Veteran-Owned Small Business SDVOSE | SBE

CHECKED BY: MN  
 DRAWN BY: JR  
 JOB #: 2015-063-001-035  
 CLIENT CODE: UWDC3

SHEET NO.

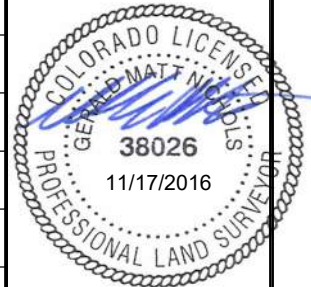
3

3 OF 4



Parcel Line Table		
Line #	Length	Direction
L1	113.90'	N35° 50' 39"E
L2	29.23'	N26° 09' 26"E
L3	23.57'	N20° 51' 46"W
L4	29.81'	N29° 26' 20"W
L5	31.39'	N7° 20' 16"W
L6	31.91'	N4° 54' 05"E
L7	19.26'	N32° 17' 15"E
L8	37.55'	N38° 51' 20"E
L9	43.12'	N33° 50' 50"E
L10	41.36'	N5° 49' 06"E
L11	47.54'	N11° 23' 25"E
L12	38.22'	N1° 08' 46"W
L13	21.73'	N10° 37' 28"W
L14	70.03'	N7° 57' 36"E
L15	36.04'	N0° 36' 12"W
L16	25.09'	N11° 07' 05"W
L17	21.59'	N37° 37' 02"W
L18	24.72'	N20° 28' 51"W
L19	18.32'	N10° 51' 40"W
L20	19.71'	N36° 44' 12"E
L21	83.83'	N49° 45' 45"E
L22	37.69'	N1° 53' 20"E
L23	54.72'	N13° 15' 40"E
L24	36.44'	N19° 43' 50"E
L25	118.39'	N43° 10' 36"E
L26	171.22'	N28° 52' 51"E
L27	15.19'	N52° 36' 27"E

Parcel Line Table		
Line #	Length	Direction
L28	33.99'	N7° 29' 59"E
L29	22.15'	N36° 15' 59"W
L30	7.32'	N76° 45' 54"W
L31	24.34'	N20° 14' 01"W
L32	33.54'	N6° 08' 58"W
L33	49.36'	N5° 24' 52"E
L34	28.10'	N28° 05' 21"E
L35	54.27'	N72° 39' 12"E
L36	40.16'	N45° 45' 25"E
L37	28.35'	N3° 54' 08"E
L38	110.27'	N22° 39' 24"E
L39	39.48'	N3° 38' 05"E
L40	38.86'	N7° 03' 16"W
L41	63.94'	N15° 29' 17"W
L42	63.27'	N31° 00' 51"W
L43	57.41'	N25° 08' 55"W
L44	23.80'	N47° 36' 18"W
L45	38.79'	N14° 53' 08"W
L46	13.09'	N13° 27' 19"E
L47	13.60'	N59° 41' 55"E
L48	29.33'	N37° 53' 17"E
L49	29.24'	N19° 48' 25"E
L50	50.78'	N43° 39' 31"E
L51	25.60'	N57° 12' 44"E
L52	39.09'	N78° 41' 42"E
L53	23.16'	N66° 34' 51"E



FILEPATH: G:\2015-063-001-035 UWDC3\03\_TECHNICAL\01\_SURVEY DRAWINGS\01\_MODELS\UWDC3-10\_EASELING\_LAYOUT: 4 - TABLE  
 PLOTTED: THU 11/17/16 2:30:59P BY: JREGARD

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 11/14/2016	
DATE	REVISION COMMENTS

**Exhibit C-2  
Restricted Easement**

**SURVEY SYSTEMS**  
A Professional Land Surveying Company

P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123  
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 A Service-Disabled Veteran-Owned Small Business SDVOSE | SBE

CHECKED BY: MN  
 DRAWN BY: JR  
 JOB #: 2015-063-001-035  
 CLIENT CODE: UWDC3

SHEET NO.

**4**

## **Pipeline Easement**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 4,  
2006 UNDER RECEPTION NO. 2006067075, COUNTY OF DOUGLAS, STATE OF  
COLORADO

**EXHIBIT T**  
**UNITED RESTRICTIVE COVENANT AGREEMENT**

## RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_, 2017, by UNITED WATER & SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, (“United”) and the TOWN OF CASTLE ROCK, a home rule municipality of the County of Douglas, State of Colorado (“Castle Rock”).

### RECITALS

- A. United possesses all of the powers of a water and sanitation district set forth in §§ 32-1-1001 and -1006, C.R.S, and provides for the construction, operation and maintenance of water, sewer and storm drainage works and facilities on a statewide basis for the benefit of service users of the system (“Services”).
- B. United holds an exclusive and perpetual easement (the “Easement”) to provide Services, including without limitation the construction, reconstruction, operation, maintenance, repair, replacement and/or removal of certain water storage facilities and appurtenances thereto, in, to, through, over, under and across a tract of land 145 acres in size located in Douglas County, Colorado, (the “Sutton Parcel”) as more particularly described in that certain Donation Deed of Perpetual Easement dated May 30, 2006 (the “Sutton Agreement”) as recorded in the records of the County of Douglas, State of Colorado at reception number 2006067074.
- C. Pursuant to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2017, between Plum Creek CA, LLC, a Colorado limited liability company, (“Seller”), and Castle Rock, as buyer (the “Purchase and Sale Agreement”), United (through Seller) will convey, assign, transfer and deliver to Castle Rock certain water rights, personal property (tangible or intangible), rights of way, licenses, approvals and permits and agreements and other rights owned or used by United in connection with certain portions of the Sutton Parcel as shown in Exhibit A (the “Castle Rock Parcel”).
- D. Pursuant to this Agreement, United covenants to restrict its use, powers and authorities over the Castle Rock Parcel as set forth herein.

NOW THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Castle Rock to United, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Condition Precedent to Effectiveness of Agreement. It shall be a condition precedent to the effectiveness of this Agreement that the Purchase and Sale Agreement shall have closed on or before the Closing Date (as defined in Section 10 of the Purchase and Sale Agreement, as may be amended thereunder).

2. Restrictions. United does hereby declare, create, impose and establish the following:
  - 2.1. It shall not provide Services to any portion of the Castle Rock Parcel, or any of the “Property” acquired by Castle Rock under the Purchase and Sale Agreement, without the prior written request and consent of Castle Rock; and
  - 2.2. It shall not exercise its powers, nor impose any rules or regulations as a water and sanitation district under §§ 32-1-1001 and -1006, C.R.S, against or upon Castle Rock within or in connection with: (i) the Castle Rock Parcel or (ii) any other “Property” (as that term is defined in the Purchase and Sale Agreement) acquired by Castle Rock under the Purchase and Sale Agreement or (iii) the Ravenna Metropolitan District that will be served by Castle Rock under the Castle Rock-Ravenna Water Service Agreement (as defined in the Purchase and Sale Agreement).
3. Acknowledgement. Castle Rock hereby acknowledges the restrictive covenants as set forth herein and shall assume all authorities and obligations over the Castle Rock Parcel as identified in the Purchase and Sale Agreement.
4. Further Assurances. United and Castle Rock agree to perform such other acts and to execute, acknowledge and/or deliver subsequent to the date hereof such other instruments, documents, and other materials as another party may reasonably request from time to time in order to effectuate the restrictive covenants as contemplated herein.
5. Notice. All notices shall be delivered as required by the Purchase and Sale Agreement.
6. Binding Effect. All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
7. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado, excepting conflicts of laws and without regard to which party drafted this document.
8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single Assignment.

[SIGNATURE PAGE TO FOLLOW.]

EXECUTED as of \_\_\_\_\_, 2017.

UNITED WATER & SANITATION  
DISTRICT, a quasi-municipal corporation  
and political subdivision of the State of  
Colorado

By: \_\_\_\_\_  
Robert A. Lembke, President

**ATTEST:**

**TOWN OF CASTLE ROCK** acting by and  
through the **TOWN OF CASTLE ROCK**  
**WATER ENTERPRISE**

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

\_\_\_\_\_  
Jennifer Green, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**EXHIBIT A**

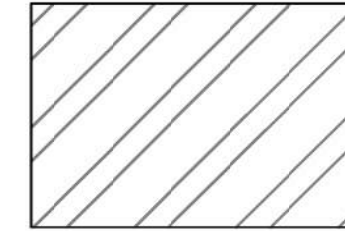
**Castle Rock Parcel**

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

EXHIBIT A - CASTLE ROCK PARCEL

LAND SURVEY PLAT

SITUATED IN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.



- HATCHED AREA OF DESCRIBED CASTLE ROCK PARCEL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID POINT BEING A 3 1/4" ALUMINUM CAP STAMPED 'LS 6935' THENCE S0°25'00"E, A DISTANCE OF 1,325.91 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER NORTH 1/16" CORNER AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 'LS 38026'...

1. THENCE SOUTH 86°34'51" WEST, A DISTANCE OF 23.16 FEET; 2. THENCE SOUTH 78°14'42" WEST, A DISTANCE OF 39.09 FEET; 3. THENCE SOUTH 57°12'44" WEST, A DISTANCE OF 25.60 FEET; 4. THENCE SOUTH 43°39'31" WEST, A DISTANCE OF 50.78 FEET; 5. THENCE SOUTH 19°42'55" WEST, A DISTANCE OF 29.24 FEET; 6. THENCE SOUTH 37°53'17" WEST, A DISTANCE OF 29.33 FEET; 7. THENCE SOUTH 59°41'59" WEST, A DISTANCE OF 13.60 FEET; 8. THENCE SOUTH 13°22'19" WEST, A DISTANCE OF 13.60 FEET; 9. THENCE SOUTH 14°53'08" EAST, A DISTANCE OF 38.79 FEET; 10. THENCE SOUTH 47°38'18" EAST, A DISTANCE OF 23.80 FEET; 11. THENCE SOUTH 25°08'55" EAST, A DISTANCE OF 57.41 FEET; 12. THENCE SOUTH 51°00'51" EAST, A DISTANCE OF 63.94 FEET; 13. THENCE SOUTH 19°29'17" EAST, A DISTANCE OF 63.94 FEET; 14. THENCE SOUTH 07°03'10" EAST, A DISTANCE OF 38.36 FEET; 15. THENCE SOUTH 03°38'02" WEST, A DISTANCE OF 39.46 FEET; 16. THENCE SOUTH 22°39'24" WEST, A DISTANCE OF 110.27 FEET; 17. THENCE SOUTH 03°54'09" WEST, A DISTANCE OF 28.35 FEET; 18. THENCE SOUTH 45°42'52" WEST, A DISTANCE OF 40.19 FEET; 19. THENCE SOUTH 72°39'12" WEST, A DISTANCE OF 54.27 FEET; 20. THENCE SOUTH 28°05'21" WEST, A DISTANCE OF 28.10 FEET; 21. THENCE SOUTH 05°24'52" WEST, A DISTANCE OF 49.38 FEET; 22. THENCE SOUTH 06°08'58" EAST, A DISTANCE OF 33.54 FEET; 23. THENCE SOUTH 20°14'01" EAST, A DISTANCE OF 24.34 FEET; 24. THENCE SOUTH 70°45'52" WEST, A DISTANCE OF 1.32 FEET; 25. THENCE SOUTH 38°15'59" EAST, A DISTANCE OF 22.15 FEET; 26. THENCE SOUTH 07°29'59" WEST, A DISTANCE OF 33.99 FEET; 27. THENCE SOUTH 52°38'27" WEST, A DISTANCE OF 15.19 FEET; 28. THENCE SOUTH 28°52'51" WEST, A DISTANCE OF 171.22 FEET; 29. THENCE SOUTH 43°10'38" WEST, A DISTANCE OF 118.39 FEET; 30. THENCE SOUTH 19°43'50" WEST, A DISTANCE OF 36.44 FEET; 31. THENCE SOUTH 13°14'40" WEST, A DISTANCE OF 54.27 FEET; 32. THENCE SOUTH 01°53'20" WEST, A DISTANCE OF 37.89 FEET; 33. THENCE SOUTH 49°49'49" WEST, A DISTANCE OF 83.83 FEET; 34. THENCE SOUTH 35°44'19" WEST, A DISTANCE OF 113.90 FEET; 35. THENCE SOUTH 10°51'40" EAST, A DISTANCE OF 18.32 FEET; 36. THENCE SOUTH 20°28'51" EAST, A DISTANCE OF 24.72 FEET; 37. THENCE SOUTH 37°03'02" EAST, A DISTANCE OF 21.59 FEET; 38. THENCE SOUTH 11°07'05" EAST, A DISTANCE OF 25.09 FEET; 39. THENCE SOUTH 00°38'12" EAST, A DISTANCE OF 38.94 FEET; 40. THENCE SOUTH 07°37'57" EAST, A DISTANCE OF 70.98 FEET; 41. THENCE SOUTH 10°37'28" EAST, A DISTANCE OF 21.73 FEET; 42. THENCE SOUTH 01°08'40" EAST, A DISTANCE OF 38.22 FEET; 43. THENCE SOUTH 11°22'22" WEST, A DISTANCE OF 42.40 FEET; 44. THENCE SOUTH 05°49'08" WEST, A DISTANCE OF 41.36 FEET; 45. THENCE SOUTH 33°50'59" WEST, A DISTANCE OF 43.12 FEET; 46. THENCE SOUTH 38°51'20" WEST, A DISTANCE OF 37.89 FEET; 47. THENCE SOUTH 32°17'15" WEST, A DISTANCE OF 19.26 FEET; 48. THENCE SOUTH 04°54'07" WEST, A DISTANCE OF 31.91 FEET; 49. THENCE SOUTH 07°02'10" EAST, A DISTANCE OF 31.39 FEET; 50. THENCE SOUTH 25°26'20" EAST, A DISTANCE OF 29.81 FEET; 51. THENCE SOUTH 20°51'48" EAST, A DISTANCE OF 23.57 FEET; 52. THENCE SOUTH 28°09'29" WEST, A DISTANCE OF 29.23 FEET; 53. THENCE SOUTH 35°20'20" WEST, A DISTANCE OF 113.90 FEET; THENCE DEPARTING SAID EAST BANK SOUTH 54°09'21" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 70°09'41" EAST, A DISTANCE OF 41.20 FEET; THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 117.87 FEET; THENCE SOUTH 75°15'37" EAST, A DISTANCE OF 35.62 FEET; THENCE SOUTH 14°44'23" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 75°15'37" WEST, A DISTANCE OF 23.39 FEET; THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 117.87 FEET; THENCE NORTH 89°48'42" WEST, A DISTANCE OF 689.53 FEET; THENCE SOUTH 85°38'29" WEST, A DISTANCE OF 92.70 FEET; THENCE NORTH 85°23'10" WEST, A DISTANCE OF 185.30 FEET; THENCE NORTH 69°48'39" WEST, A DISTANCE OF 26.36 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 874.90 FEET AND A CENTRAL ANGLE OF 23°49'37", ALONG THE ARC A DISTANCE OF 280.07 FEET (SAID CURVE HAVING A CHORD BEARING NORTH 72°36'49" WEST AND DISTANCE 276.07 FEET); THENCE NORTH 00°11'14" EAST, A DISTANCE OF 215.19 FEET; THENCE NORTH 07°16'43" WEST, A DISTANCE OF 655.01 FEET; THENCE NORTH 59°07'56" WEST, A DISTANCE OF 199.21 FEET; THENCE SOUTH 75°00'45" WEST, A DISTANCE OF 123.44 FEET; THENCE NORTH 81°50'43" WEST, A DISTANCE OF 397.57 FEET; THENCE NORTH 53°28'50" WEST, A DISTANCE OF 219.07 FEET; THENCE NORTH 89°37'49" WEST, A DISTANCE OF 42.40 FEET TO A POINT WHEN THE CENTER CORNER OF SAID SECTION 15 LIES SOUTH 72°26'10" EAST, A DISTANCE OF 43.21 FEET; THENCE NORTH 19°05'57" WEST, A DISTANCE OF 128.67 FEET; THENCE NORTH 19°04'57" WEST, A DISTANCE OF 563.78 FEET; THENCE NORTH 01°28'51" WEST, A DISTANCE OF 278.07 FEET; THENCE NORTH 01°13'44" WEST, A DISTANCE OF 380.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG SAID NORTH LINE NORTH 89°38'24" EAST, A DISTANCE OF 272.32 FEET TO THE POINT OF BEGINNING, CONTAINING 5.134, 112 SQUARE FEET OR 118.55 ACRES, MORE OR LESS.

NOTES:

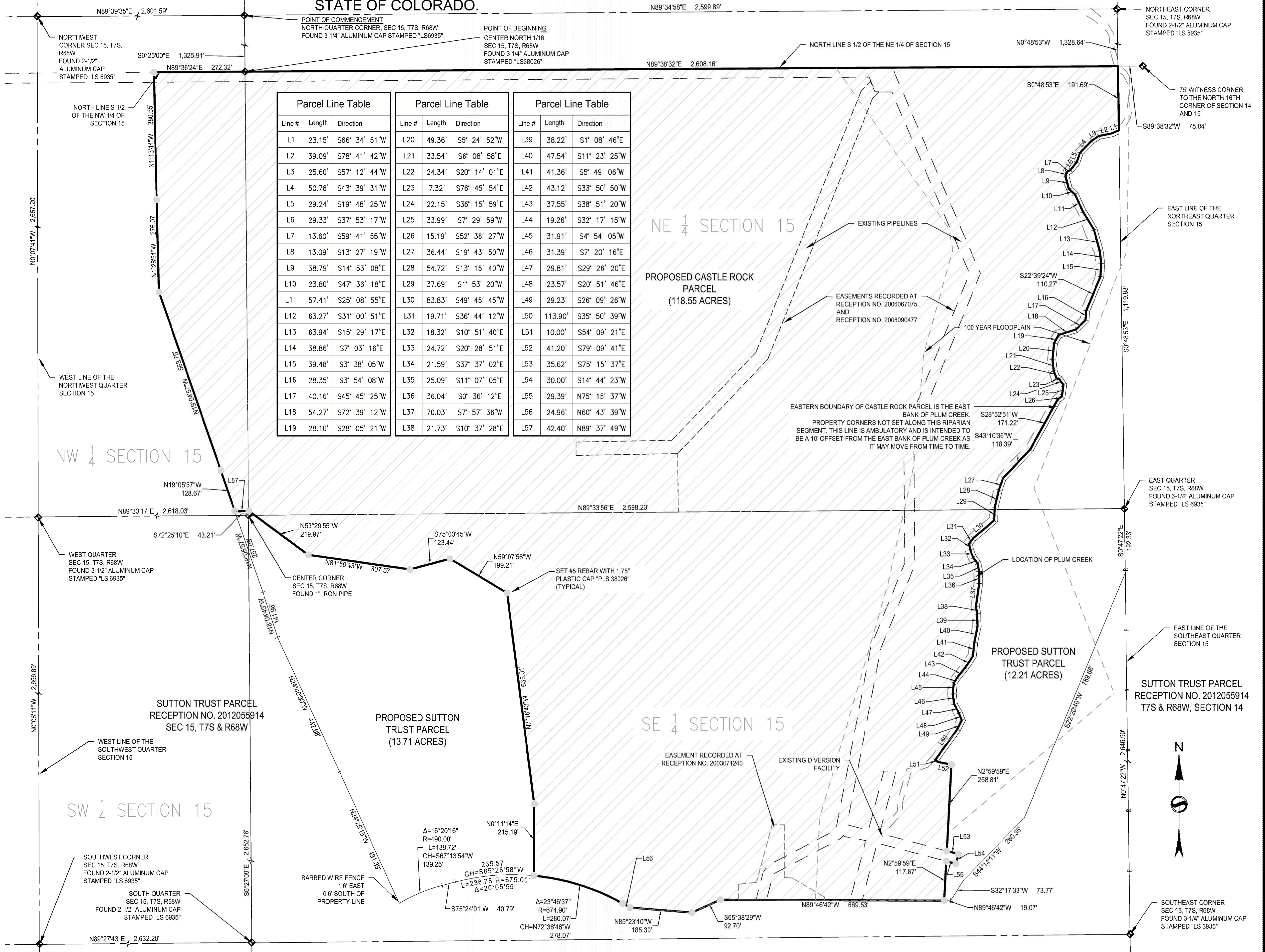
- 1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEY SYSTEMS INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS SHOWN HEREON, SURVEY SYSTEMS INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. NCS-408452-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND HAVING AN EFFECTIVE DATE OF AUGUST 07, 2009 AT 8:00 a.m.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M. AS MONUMENTED AT THE EAST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP STAMPED 'LS 6935' AND AT THE SOUTHEAST CORNER BY A 3 1/4" ALUMINUM CAP STAMPED 'LS 6935', SAID BEARING BEING NORTH 00°47'22" WEST.
4. THE UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.

SURVEYOR'S CERTIFICATION:

I, GERALD MATT NICHOLS, PLS #38026, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE LAND SURVEY PLAT SHOWN HEREON WAS PREPARED BY ME OR UNDER DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND ACCURATE.



Three Parcel Line Tables with columns: Line #, Length, Direction. Table 1 (L1-L19), Table 2 (L20-L38), Table 3 (L39-L56).



811 Know what's below. Call before you dig. GRAPHICAL SCALE 1"=150'. CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

SURVEY SYSTEMS A Professional Land Surveying Company. P.O. Box 2168 - Evergreen, CO 80437. Tel: 303.679.8122 - Fax: 303.679.8123. Info@SurveySystems.net www.SurveySystemsinc.com

EXHIBIT C-1 LAND SURVEY PLAT CASTLE ROCK PARCEL

PROPERTY LOCATION AND INFORMATION table with fields: ADDRESS, LOT, BLOCK, SUBDIVISION, PARCEL #, ZONING, SECTION, TOWNSHIP, RANGE, PRINCIPAL MERIDIAN, CITY, COUNTY, STATE.

ISSUE DATE: 11/17/2016. REVISION COMMENTS table with fields: DATE, REVISION COMMENTS.

CHECKED BY: MN. SHEET NO. 1 OF 1.



EXHIBIT U  
FORMS OF DEEDS FOR ASSEMBLAGE DOCUMENTS

**EXHIBIT U-1**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made as of \_\_\_\_\_, 2017, between UNITED WATER AND SANITATION DISTRICT, a quasi-municipal corporation (“Grantor”), and PLUM CREEK CA, LLC, a Colorado limited liability company (“Grantee”), whose address is \_\_\_\_\_.

GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, has sold and conveyed, and by these presents does hereby sell and convey unto the Grantee, its successors and assigns forever, in and to the following real property in the County of Douglas, State of Colorado, to wit (the “Property”):

See Exhibit A attached hereto and incorporated herein by reference

TOGETHER WITH all improvements, easements and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property.

GRANTOR does covenant and agree to and with Grantee to warrant and defend title to the Property and the quiet and peaceful possession of the Grantee, its successors and assigns, (including, specifically the Town of Castle Rock, if it subsequently becomes a grantee), against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, subject to all real property taxes and assessments for the year in which this deed is dated, and all of the covenants, conditions, restrictions, easements and other matters described on Exhibit B attached hereto.

THIS DEED is dated as of the day and year first above written.

UNITED WATER AND SANITATION  
DISTRICT, a quasi-municipal corporation

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

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me as of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of UNITED WATER AND SANITATION DISTRICT, a quasi-municipal corporation.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**  
EXCEPTIONS TO TITLE

[TO BE INSERTED FROM FINAL TITLE COMMITMENT, SCHEDULE B-2]

**EXHIBIT U-2**

**SPECIAL WARRANTY EASEMENT DEED AND  
ASSIGNMENT OF EASEMENTS**

THIS SPECIAL WARRANTY EASEMENT DEED AND ASSIGNMENT OF EASEMENTS is made as of \_\_\_\_\_, 2017, between BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company ( "Grantor" ), and PLUM CREEK CA, LLC, a Colorado limited liability company ("Grantee"), the address of which is \_\_\_\_\_.

GRANTOR, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, sells, conveys, assigns, transfers and sets over unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the easements described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), all of which encumber real property located in Douglas County, Colorado.

TOGETHER WITH all improvements, easements and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property.

GRANTOR does covenant and agree to and with Grantee to warrant and defend title to the Property and the quiet and peaceful possession of the Grantee, its successors and assigns (including, specifically the Town of Castle Rock, if it subsequently becomes a grantee), against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, subject to all real property taxes and assessments for the year in which this deed is dated, and all of the covenants, conditions, restrictions, easements and other matters described on Exhibit B attached hereto.

THIS DEED is dated as of the day and year first above written.

**GRANTOR:**

BROMLEY DISTRICT WATER PROVIDERS,  
L.L.C., a Colorado limited liability company

By: \_\_\_\_\_  
Name: Robert A. Lembke  
Title: Manager

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me as of \_\_\_\_\_, 2017, by Robert A. Lembke as Manager of BROMLEY DISTRICT WATER PROVIDERS, L.L.C., a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

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

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY



**EXHIBIT B**  
EXCEPTIONS TO TITLE

[TO BE INSERTED FROM FINAL TITLE COMMITMENT, SCHEDULE B-2]

**EXHIBIT V**  
**BELL MOUNTAIN TRACT DEED**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made as of \_\_\_\_\_, 2017, between PLUM CREEK CA, LLC, a Colorado limited liability (“Grantor”), and the TOWN OF CASTLE ROCK, a home rule municipality of the County of Douglas, State of Colorado (“Grantee”), whose address is \_\_\_\_\_ .

GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantee, has sold and conveyed, and by these presents does hereby sell and convey unto the Grantee, its successors and assigns forever, the following real property in the County of Douglas, State of Colorado, to wit (the “Property”):

See Exhibit A attached hereto and incorporated herein by reference

TOGETHER WITH all improvements, easements and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property.

GRANTOR does covenant and agree to and with Grantee to warrant and defend title to the Property and the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, subject to all real property taxes and assessments for the year in which this deed is dated, and all of the covenants, conditions, restrictions, easements and other matters described on Exhibit B attached hereto.

THIS DEED is dated as of the day and year first above written.

**GRANTOR:**

PLUM CREEK CA, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Robert A. Lembke, Manager

STATE OF COLORADO

)

)ss.

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was acknowledged before me as of \_\_\_\_\_, 2017, by Robert A. Lembke, as Manager of Plum Creek CA, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

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

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY

**PARCEL A:**

Tracts B, I, L and N,  
Bell Mountain Ranch Subdivision Filing No. 1-A, a quasi-municipal corporation and political  
subdivision of the State of Colorado,  
County of Douglas, State of Colorado.

Tract R,  
Bell Mountain Ranch Subdivision Filing No. 1-A, 1st Amendment,  
County of Douglas, State of Colorado.

Tract Q,  
Bell Mountain Ranch Subdivision Filing No. 1-B, 1st Amendment,  
County of Douglas, State of Colorado.

Tracts D, F, L, M, P, R, S,  
Bell Mountain Ranch Subdivision Filing No. 1-B,  
County of Douglas, State of Colorado.

**EXHIBIT B**  
EXCEPTIONS TO TITLE

[TO BE INSERTED FROM FINAL TITLE COMMITMENT, SCHEDULE B-2]

**EXHIBIT W  
EASEMENT DEEDS**

EXHIBIT W-1  
**SPECIAL WARRANTY EASEMENT DEED AND  
ASSIGNMENT OF EASEMENTS**

THIS SPECIAL WARRANTY EASEMENT DEED AND ASSIGNMENT OF EASEMENTS is made as of \_\_\_\_\_, 2017, between PLUM CREEK CA, LLC, a Colorado limited liability company (“Grantor”), and the TOWN OF CASTLE ROCK, a home rule municipality of the County of Douglas, State of Colorado (“Grantee”), the address of which is \_\_\_\_\_.

GRANTOR, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, sells, conveys, assigns, transfers and sets over unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the easements described on Exhibit A attached hereto and incorporated herein by reference (the “Property”), all of which encumber real property located in Douglas County, Colorado.

TOGETHER WITH all improvements, easements and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property.

GRANTOR does covenant and agree to and with Grantee to warrant and defend title to the Property and the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, subject to all real property taxes and assessments for the year in which this deed is dated, and all of the covenants, conditions, restrictions, easements and other matters described on Exhibit B attached hereto.

THIS DEED is dated as of the day and year first above written.

**GRANTOR:**

PLUM CREEK CA, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Robert A. Lembke, Manager

STATE OF COLORADO

)

)ss.

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was acknowledged before me as of \_\_\_\_\_, 2017, by Robert A. Lembke, as Manager of Plum Creek CA, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

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



**EXHIBIT A**  
Legal Description

**PARCEL A-1:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 4, 2006 UNDER RECEPTION NO. 2006067074, COUNTY OF DOUGLAS, STATE OF COLORADO, BUT ONLY WITH RESPECT TO THE FOLLOWING PARCEL:

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID POINT BEING A 3 1/4 " ALUMINUM CAP STAMPED "LS6935" THENCE S00°25'00"E, A DISTANCE OF 1,325.91 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER NORTH 1/16TH CORNER AS MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED "LS 38026";

THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15 NORTH 89°38'32" EAST, A DISTANCE OF 2,608.16 FEET TO THE NORTH 1/16TH CORNER OF SAID SECTION 15 AND 14, WHENCE THE NORTHEAST CORNER OF SAID SECTION 15 AS MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 6935", BEARS N00°48'53"W, A DISTANCE OF 1328.64 FEET; THENCE ALONG THE EASTERN LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, SOUTH 00°48'53" EAST, A DISTANCE OF 191.69 FEET; THENCE DEPARTING SAID EAST LINE, SOUTHERLY ALONG THE EAST BANK OF PLUM CREEK FOR THE FOLLOWING FIFTY-THREE (53) CALLS:

1. THENCE SOUTH 66°34'51" WEST, A DISTANCE OF 23.16 FEET;
2. THENCE SOUTH 78°41'42" WEST, A DISTANCE OF 39.09 FEET;
3. THENCE SOUTH 57°12'44" WEST, A DISTANCE OF 25.60 FEET;
4. THENCE SOUTH 43°39'31" WEST, A DISTANCE OF 50.78 FEET;
5. THENCE SOUTH 19°48'25" WEST, A DISTANCE OF 29.24 FEET;
6. THENCE SOUTH 37°53'17" WEST, A DISTANCE OF 29.33 FEET;
7. THENCE SOUTH 59°41'55" WEST, A DISTANCE OF 13.60 FEET;
8. THENCE SOUTH 13°27'19" WEST, A DISTANCE OF 13.09 FEET;
9. THENCE SOUTH 14°53'08" EAST, A DISTANCE OF 38.79 FEET;
10. THENCE SOUTH 47°36'18" EAST, A DISTANCE OF 23.80 FEET;
11. THENCE SOUTH 25°08'55" EAST, A DISTANCE OF 57.41 FEET;
12. THENCE SOUTH 31°00'51" EAST, A DISTANCE OF 63.27 FEET;
13. THENCE SOUTH 15°29'17" EAST, A DISTANCE OF 63.94 FEET;
14. THENCE SOUTH 07°03'16" EAST, A DISTANCE OF 38.86 FEET;
15. THENCE SOUTH 03°38'05" WEST, A DISTANCE OF 39.48 FEET;
16. THENCE SOUTH 22°39'24" WEST, A DISTANCE OF 110.27 FEET;
17. THENCE SOUTH 03°54'08" WEST, A DISTANCE OF 28.35 FEET;
18. THENCE SOUTH 45°45'25" WEST, A DISTANCE OF 40.16 FEET;
19. THENCE SOUTH 72°39'12" WEST, A DISTANCE OF 54.27 FEET;
20. THENCE SOUTH 28°05'21" WEST, A DISTANCE OF 28.10 FEET;
21. THENCE SOUTH 05°24'52" WEST, A DISTANCE OF 49.36 FEET;
22. THENCE SOUTH 06°08'58" EAST, A DISTANCE OF 33.54 FEET;
23. THENCE SOUTH 20°14'01" EAST, A DISTANCE OF 24.34 FEET;
24. THENCE SOUTH 76°45'54" EAST, A DISTANCE OF 7.32 FEET;
25. THENCE SOUTH 36°15'59" EAST, A DISTANCE OF 22.15 FEET;
26. THENCE SOUTH 07°29'59" WEST, A DISTANCE OF 33.99 FEET;
27. THENCE SOUTH 52°36'27" WEST, A DISTANCE OF 15.19 FEET;
28. THENCE SOUTH 28°52'51" WEST, A DISTANCE OF 171.22 FEET;
29. THENCE SOUTH 43°10'36" WEST, A DISTANCE OF 118.39 FEET;
30. THENCE SOUTH 19°43'50" WEST, A DISTANCE OF 36.44 FEET;
31. THENCE SOUTH 13°15'40" WEST, A DISTANCE OF 54.72 FEET;
32. THENCE SOUTH 01°53'20" WEST, A DISTANCE OF 37.69 FEET;

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33. THENCE SOUTH 49°45'45" WEST, A DISTANCE OF 83.83 FEET;
34. THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 19.71 FEET;
35. THENCE SOUTH 10°51'40" EAST, A DISTANCE OF 18.32 FEET;
36. THENCE SOUTH 20°28'51" EAST, A DISTANCE OF 24.72 FEET;
37. THENCE SOUTH 37°37'02" EAST, A DISTANCE OF 21.59 FEET;
38. THENCE SOUTH 11°07'05" EAST, A DISTANCE OF 25.09 FEET;
39. THENCE SOUTH 00°36'12" EAST, A DISTANCE OF 36.04 FEET;
40. THENCE SOUTH 07°57'36" WEST, A DISTANCE OF 70.03 FEET;
41. THENCE SOUTH 10°37'28" EAST, A DISTANCE OF 21.73 FEET;
42. THENCE SOUTH 01°08'46" EAST, A DISTANCE OF 38.22 FEET;
43. THENCE SOUTH 11°23'25" WEST, A DISTANCE OF 47.54 FEET;
44. THENCE SOUTH 05°49'06" WEST, A DISTANCE OF 41.36 FEET;
45. THENCE SOUTH 33°50'50" WEST, A DISTANCE OF 43.12 FEET;
46. THENCE SOUTH 38°51'20" WEST, A DISTANCE OF 37.55 FEET;
47. THENCE SOUTH 32°17'15" WEST, A DISTANCE OF 19.26 FEET;
48. THENCE SOUTH 04°54'05" WEST, A DISTANCE OF 31.91 FEET;
49. THENCE SOUTH 07°20'16" EAST, A DISTANCE OF 31.39 FEET;
50. THENCE SOUTH 29°26'20" EAST, A DISTANCE OF 29.81 FEET;
51. THENCE SOUTH 20°51'46" EAST, A DISTANCE OF 23.57 FEET;
52. THENCE SOUTH 26°09'26" WEST, A DISTANCE OF 29.23 FEET;
53. THENCE SOUTH 35°50'39" WEST, A DISTANCE OF 113.90 FEET;

THENCE DEPARTING SAID EAST BANK SOUTH 54°09'21" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 79°09'41" EAST, A DISTANCE OF 41.20 FEET; THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 258.81 FEET; THENCE SOUTH 75°15'37" EAST, A DISTANCE OF 35.62 FEET; THENCE SOUTH 14°44'23" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 75°15'37" WEST, A DISTANCE OF 29.39 FEET; THENCE SOUTH 02°59'59" WEST, A DISTANCE OF 117.87 FEET; THENCE NORTH 89°46'42" WEST, A DISTANCE OF 669.53 FEET; THENCE SOUTH 65°38'29" WEST, A DISTANCE OF 92.70 FEET; THENCE NORTH 85°23'10" WEST, A DISTANCE OF 185.30 FEET; THENCE NORTH 60°45'39" WEST, A DISTANCE OF 24.96 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 674.90 FEET AND A CENTRAL ANGLE OF 23°46'37", ALONG THE ARC A DISTANCE OF 280.07 FEET (SAID CURVE HAVING A CHORD BEARING NORTH 72°36'46" WEST AND DISTANCE 278.07 FEET); THENCE NORTH 00°11'14" EAST, A DISTANCE OF 215.19 FEET; THENCE NORTH 07°18'43" WEST, A DISTANCE OF 635.01 FEET; THENCE NORTH 59°07'56" WEST, A DISTANCE OF 199.21 FEET; THENCE SOUTH 75°00'45" WEST, A DISTANCE OF 123.44 FEET; THENCE NORTH 81°50'43" WEST, A DISTANCE OF 307.57 FEET; THENCE NORTH 53°29'55" WEST, A DISTANCE OF 219.97 FEET; THENCE NORTH 89°37'49" WEST, A DISTANCE OF 42.40 FEET TO A POINT WHENCE THE CENTER CORNER OF SAID SECTION 15 LIES SOUTH 72°25'10" EAST, A DISTANCE OF 43.21 FEET; THENCE NORTH 19°05'57" WEST, A DISTANCE OF 128.67 FEET; THENCE NORTH 19°04'57" WEST, A DISTANCE OF 563.79 FEET; THENCE NORTH 01°28'51" WEST, A DISTANCE OF 276.07 FEET; THENCE NORTH 01°13'44" WEST, A DISTANCE OF 380.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG SAID NORTH LINE NORTH 89°36'24" EAST, A DISTANCE OF 272.32 FEET TO THE POINT OF BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M. AS MONUMENTED AT THE EAST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS6935" AND AT THE SOUTHEAST CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935". SAID BEARING BEING NORTH 00°47'22" WEST.

**PARCEL B:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 4, 2006 UNDER RECEPTION NO. 2006067075, COUNTY OF DOUGLAS, STATE OF COLORADO

**LAMBERT RANCH PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 27, 2006 UNDER RECEPTION NO. [2006035182](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**ROWE PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED MAY 10, 2006 UNDER RECEPTION NO. [2006039466](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**STOCKMAN PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED JULY 24, 2006 UNDER RECEPTION NO. [2006062859](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**PACKER PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 27, 2006 UNDER RECEPTION NO. [2006035183](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**PLATEAU RANCH PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 10, 2006 UNDER RECEPTION NO. [2006029985](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**ABERFELDY PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 10, 2006 UNDER RECEPTION NO. [2006029984](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**ARENS PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 20, 2006 UNDER RECEPTION NO. [2006032923](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**SR TEAM PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 7, 2008 UNDER RECEPTION NO. [2008055800](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**CHATFIELD FARMS PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENTS RECORDED APRIL 20, 2006 UNDER RECEPTION NO. [2006032922](#) AND RECORDED APRIL 20, 2006 UNDER RECEPTION NO. [2006032921](#) AND RECORDED APRIL 27, 2006 UNDER RECEPTION NO. [2006035184](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**ROBINSON BRICK PARCELS:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED JULY 24, 2006 UNDER RECEPTION NO. [2006062858](#), COUNTY OF DOUGLAS, STATE OF COLORADO

**EXHIBIT B**  
EXCEPTIONS TO TITLE

[TO BE INSERTED FROM FINAL TITLE COMMITMENT, SCHEDULE B-2]

EXHIBIT W-2  
**SPECIAL WARRANTY EASEMENT DEED AND  
ASSIGNMENT OF EASEMENT**

THIS SPECIAL WARRANTY EASEMENT DEED AND ASSIGNMENT OF EASEMENT is made as of \_\_\_\_\_, 2017, between PLUM CREEK CA, LLC, a Colorado limited liability company (“Grantor”), and the TOWN OF CASTLE ROCK, a home rule municipality of the County of Douglas, State of Colorado (“Grantee”), the address of which is \_\_\_\_\_.

GRANTOR, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, sells, conveys, assigns, transfers and sets over unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the easement described on Exhibit A attached hereto and incorporated herein by reference (the “Property”), all of which encumber real property located in Douglas County, Colorado.

TOGETHER WITH all improvements, easements and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property.

GRANTOR does covenant and agree to and with Grantee to warrant and defend title to the Property and the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, subject to all real property taxes and assessments for the year in which this deed is dated, and all of the covenants, conditions, restrictions, easements and other matters described on Exhibit B attached hereto.

This conveyance is made by Grantor and accepted by Grantee subject to the following restrictions, rights, covenants and agreements, each of which shall be binding upon Grantee and its successors and assigns and shall run with and burden the Property and its appurtenant rights and interests:

1. Limitations on Use. Grantee shall not construct, install, operate, maintain or replace any vertical improvements (including, but not limited to buildings, structures of any type or kind, wells, pipelines, fences, or lights) on, in, through, over, under or across the Property; provided however that the foregoing shall not preclude Grantee from undertaking work in the Property for purposes of bank stabilization (the foregoing limitation on use of the Property shall be referred to as the “Restriction”). Grantee is expressly permitted to place markers on the Property; provided that such markers are approved by Grantor in advance, such approval not to be unreasonably withheld.

2. Default by Grantee. If Grantee or its successors or assigns breaches the Restriction (a “breach”), Grantor or the then owner of fee title to the Property shall have the right, in addition to any other remedies available to it at law or in equity, to prosecute a proceeding at law or in equity against the person or persons who have breached or are attempting to breach the Restriction, including, but not limited to, an action for specific performance of the obligations in this Deed.

## General Provisions

1. Amendment. No amendments, waivers or modifications of the terms and provisions contained in this Deed, and no acceptances, consents or waivers by Grantor under this Deed, shall be valid or binding unless in writing and executed by the party to be bound thereby.

2. Runs With Land. The rights and responsibilities set forth in this Deed are intended to be covenants on the Property and shall run with the land, and they shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Grantor may assign any right or remedy under this Deed relating to the Restriction to any then owner of fee title to the Property.

3. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

4. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of either of the Parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

5. No Implied Waiver. No term, covenant or agreement of this Deed may be waived, except by an agreement in writing signed by the Party sought to be charged with the waiver. A waiver of any term, covenant or agreement shall not be construed as a waiver of any other term or provision. No failure by Grantor to insist upon the strict performance of the Restriction contained in this Deed, no failure by Grantor to exercise any right or remedy under this Deed, and no acceptance of full or partial performance during the continuance of any breach by Grantee shall constitute a waiver of the Restriction or waiver of any such right or remedy or a waiver of any such breach by Grantee.

6. No Public Dedication/No Third Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third party beneficiary interests (other than those specifically granted or reserved herein) are created nor intended to be created by this Deed.

7. Recordation. This Deed shall be recorded in the real property records of Douglas County, Colorado.

8. Construction. Throughout this Deed, the section headings contained herein are included for reference purposes only; the singular shall include the plural, the plural shall include the singular; all genders shall be deemed to include other genders, wherever the context so requires; and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation."

9. Exhibits. All schedules, exhibits and addenda attached to this Deed and referred to herein shall for all purposes be deemed to be incorporated in this Deed by this reference and made a part hereof.

10. Further Acts. Upon reasonable request from a Party hereto, from time to time, each Party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Deed.

11. Counterpart Execution. This Deed may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

THIS DEED is dated as of the day and year first above written.

**GRANTOR:**

PLUM CREEK CA, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Robert A. Lembke, Manager

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me as of \_\_\_\_\_, 2017, by Robert A. Lembke, as Manager, of Plum Creek CA, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

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

**APPROVED AND ACCEPTED:**

**ATTEST:**

**TOWN OF CASTLE ROCK** acting by and  
through the **TOWN OF CASTLE ROCK**  
**WATER ENTERPRISE**

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

\_\_\_\_\_  
Jennifer Green, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water



## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

#### **PARCEL A-2:**

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 4, 2006 UNDER RECEPTION NO. 2006067074, COUNTY OF DOUGLAS, STATE OF COLORADO, BUT ONLY WITH RESPECT TO THE FOLLOWING PARCEL:

A STRIP OF LAND 10' WIDE LYING 10 FEET PARALLEL, EASTERLY, AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST,  
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO AS MONUMENTED  
BY A 3 1/4" ALUMINUM CAP STAMPED "LS 6935"; THENCE NORTH 17°36'10" WEST, A DISTANCE OF 1,988.63 FEET TO A POINT ON THE EASTERLY BANK OF PLUM CREEK, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIPTION;  
THENCE ALONG THE MEANDERING AND AMBULATORY LINE OF THE EASTERLY TOP OF BANK FOR PLUM CREEK THE FOLLOWING 53 COURSES:

1. NORTH 35°50'39" EAST, A DISTANCE OF 113.90 FEET;
2. NORTH 26°09'26" EAST, A DISTANCE OF 29.23 FEET;
3. NORTH 20°51'46" WEST, A DISTANCE OF 23.57 FEET;
4. NORTH 29°26'20" WEST, A DISTANCE OF 29.81 FEET;
5. NORTH 07°20'16" WEST, A DISTANCE OF 31.39 FEET;
6. NORTH 04°54'05" EAST, A DISTANCE OF 31.91 FEET;
7. NORTH 32°17'15" EAST, A DISTANCE OF 19.26 FEET;
8. NORTH 38°51'20" EAST, A DISTANCE OF 37.55 FEET;
9. NORTH 33°50'50" EAST, A DISTANCE OF 43.12 FEET;
10. NORTH 05°49'06" EAST, A DISTANCE OF 41.36 FEET;
11. NORTH 11°23'25" EAST, A DISTANCE OF 47.54 FEET;
12. NORTH 01°08'46" WEST, A DISTANCE OF 38.22 FEET;
13. NORTH 10°37'28" WEST, A DISTANCE OF 21.73 FEET;
14. NORTH 07°57'36" EAST, A DISTANCE OF 70.03 FEET;
15. NORTH 00°36'12" WEST, A DISTANCE OF 36.04 FEET;
16. NORTH 11°07'05" WEST, A DISTANCE OF 25.09 FEET;
17. NORTH 37°37'02" WEST, A DISTANCE OF 21.59 FEET;
18. NORTH 20°28'51" WEST, A DISTANCE OF 24.72 FEET;
19. NORTH 10°51'40" WEST, A DISTANCE OF 18.32 FEET;
20. NORTH 36°44'12" EAST, A DISTANCE OF 19.71 FEET;
21. NORTH 49°45'45" EAST, A DISTANCE OF 83.83 FEET;
22. NORTH 01°53'20" EAST, A DISTANCE OF 37.69 FEET;
23. NORTH 13°15'40" EAST, A DISTANCE OF 54.72 FEET;
24. NORTH 19°43'50" EAST, A DISTANCE OF 36.44 FEET;
25. NORTH 43°10'36" EAST, A DISTANCE OF 118.39 FEET;
26. NORTH 28°52'51" EAST, A DISTANCE OF 171.22 FEET;
27. NORTH 52°36'27" EAST, A DISTANCE OF 15.19 FEET;
28. NORTH 07°29'59" EAST, A DISTANCE OF 33.99 FEET;
29. NORTH 36°15'59" WEST, A DISTANCE OF 22.15 FEET;

30. NORTH 76°45'54" WEST, A DISTANCE OF 7.32 FEET;  
31. NORTH 20°14'01" WEST, A DISTANCE OF 24.34 FEET;  
32. NORTH 06°08'58" WEST, A DISTANCE OF 33.54 FEET;  
33. NORTH 05°24'52" EAST, A DISTANCE OF 49.36 FEET;  
34. NORTH 28°05'21" EAST, A DISTANCE OF 28.10 FEET;  
35. NORTH 72°39'12" EAST, A DISTANCE OF 54.27 FEET;  
36. NORTH 45°45'25" EAST, A DISTANCE OF 40.16 FEET;  
37. NORTH 03°54'08" EAST, A DISTANCE OF 28.35 FEET;  
38. NORTH 22°39'24" EAST, A DISTANCE OF 110.27 FEET;  
39. NORTH 03°38'05" EAST, A DISTANCE OF 39.48 FEET;  
40. NORTH 07°03'16" WEST, A DISTANCE OF 38.86 FEET;  
41. NORTH 15°29'17" WEST, A DISTANCE OF 63.94 FEET;  
42. NORTH 31°00'51" WEST, A DISTANCE OF 63.27 FEET;  
43. NORTH 25°08'55" WEST, A DISTANCE OF 57.41 FEET;  
44. NORTH 47°36'18" WEST, A DISTANCE OF 23.80 FEET;  
45. NORTH 14°53'08" WEST, A DISTANCE OF 38.79 FEET;  
46. NORTH 13°27'19" EAST, A DISTANCE OF 13.09 FEET;  
47. NORTH 59°41'55" EAST, A DISTANCE OF 13.60 FEET;  
48. NORTH 37°53'17" EAST, A DISTANCE OF 29.33 FEET;  
49. NORTH 19°48'25" EAST, A DISTANCE OF 29.24 FEET;  
50. NORTH 43°39'31" EAST, A DISTANCE OF 50.78 FEET;  
51. NORTH 57°12'44" EAST, A DISTANCE OF 25.60 FEET;  
52. NORTH 78°41'42" EAST, A DISTANCE OF 39.09 FEET;  
53. NORTH 66°34'51" EAST, A DISTANCE OF 23.15 FEET TO A POINT ON THE EAST LINE OF THE  
NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING THE POINT OF ENDING,  
WHENCE A 2 1/2" ALUMINUM CAP MONUMENTING THE NORTHEAST CORNER OF SAID SECTION  
15  
BEARS NORTH 00°48'53" WEST A DISTANCE OF 1328.64 FEET.

LESS AND EXCEPT ANY PORTION LYING EAST OF SAID EAST LINE OF THE NORTHEAST  
QUARTER OF  
SAID SECTION 15.

BASIS OF BEARINGS: THE BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST  
QUARTER  
OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS MONUMENTED AT  
THE  
SOUTHEAST CORNER BY A 3 1/2" ALUMINUM CAP "PLS 6935", AND AT THE EAST QUARTER  
CORNER  
BY A 3 1/2" ALUMINUM CAP "LS 6935". SAID BEARING BEING N 00°47'22"W AS SHOWN.

**EXHIBIT B**  
EXCEPTIONS TO TITLE

[TO BE INSERTED FROM FINAL TITLE COMMITMENT, SCHEDULE B-2]

EXHIBIT W-3  
**SPECIAL WARRANTY EASEMENT DEED AND  
ASSIGNMENT OF EASEMENTS**

THIS SPECIAL WARRANTY EASEMENT DEED AND ASSIGNMENT OF EASEMENTS is made as of \_\_\_\_\_, 2017, between PLUM CREEK CA, LLC, a Colorado limited liability company (“Grantor”), and TOWN OF CASTLE ROCK, a home rule municipality of the County of Douglas, State of Colorado (“Grantee”), the address of which is \_\_\_\_\_.

GRANTOR, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, sells, conveys, assigns, transfers and sets over unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the easements described on Exhibit A attached hereto and incorporated herein by reference (the “Property”), all of which encumber real property located in Douglas County, Colorado.

TOGETHER WITH all improvements, easements and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property.

GRANTOR does covenant and agree to and with Grantee to warrant and defend title to the Property and the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, subject to all real property taxes and assessments for the year in which this deed is dated, and all of the covenants, conditions, restrictions, easements and other matters described on Exhibit B attached hereto.

THIS DEED is dated as of the day and year first above written.

**GRANTOR:**

PLUM CREEK CA, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Robert A. Lembke, Manager

STATE OF COLORADO

)

)ss.

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was acknowledged before me as of \_\_\_\_\_, 2017, by Robert A. Lembke, as Manager of Plum Creek CA, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

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

## **EXHIBIT A**

### LEGAL DESCRIPTION OF THE PROPERTY

#### **PARCEL A-1:**

Those easement rights created by instruments recorded February 28, 2003 at Reception No. 2003026392 and recorded July 6, 2006 at Reception No. 2006057176, County of Douglas, State of Colorado.

#### **PARCEL B:**

Those easement rights created by instruments recorded September 4, 2003 at Reception No. 2003133365 and July 6, 2006 at Reception No. 2006057176 and recorded March 10, 2010 at Reception No. 2010015230, County of Douglas, State of Colorado

#### **PARCEL C:**

Those easement rights created by instrument recorded September 10, 2001 in Book 2127 at Page 850 and in Book 2127 at Page 870, Ratification and Relinquishment of Easements recorded March 10, 2010 at Reception No. 2010015230, and in instruments recorded February 28, 2003 at Reception No. 2003026392 and recorded July 6, 2006 at Reception No. 2006057176, County of Douglas, State of Colorado

#### **PARCEL D:**

Those easement rights created by instrument recorded January 18, 2013 at Reception No. 2013005243, County of Douglas, State of Colorado

#### **PARCEL E:**

Those easement rights created by instrument recorded April 29, 2013 at Reception No. 2013034803, County of Douglas, State of Colorado

#### **PARCEL F:**

Those easement rights created by instrument recorded September 10, 2001 in Book 2127 at Page 850 and Ratification and Relinquishment of Easements recorded March 10, 2010 at Reception No. 2010015230 and Supplemental Easement recorded March 10, 2010 at Reception No. 2010015232 , County of Douglas, State of Colorado

#### **PARCEL G:**

Those easement rights created by instrument recorded March 10, 2010 at Reception No. 2010015232, County of Douglas, State of Colorado

**PARCEL H:**

Those easement rights created by instrument recorded March 10, 2010 at Reception No. 2010015232, County of Douglas, State of Colorado

**PARCEL I:**

Those easement rights created by instrument recorded March 3, 2010 at Reception No. 2010013557, County of Douglas, State of Colorado

**PARCEL J:**

Those easement rights created by instrument recorded July 18, 2003 at Reception No. 2003107433, County of Douglas, State of Colorado

**EXHIBIT B**  
EXCEPTIONS TO TITLE

[TO BE INSERTED FROM FINAL TITLE COMMITMENT, SCHEDULE B-2]



**EXHIBIT X**  
**WATER RIGHTS DEEDS**

**SPECIAL WARRANTY DEED  
WATER RIGHTS**

THIS DEED is made to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by PLUM CREEK CA, LLC, a Colorado limited liability company, (“Grantor”), for the benefit the TOWN OF CASTLE ROCK, a Colorado home rule municipality, acting by and through the CASTLE ROCK WATER ENTERPRISE (“Grantee”).

WITNESSETH, that the Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and by the presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all interests in and to the absolute and conditional water and water rights decreed in Case No. 05CW270, District Court, Water Division No. 1, Ruling and Decree of the Water Court entered November 26, 2014 (“Decree”), subject to the rights, obligations, restrictions, and limitations set forth in said Decree (the “Water Rights”). The Decree is attached to this Deed as Exhibit A.

The Water Rights decreed in the Decree are conveyed 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, either in law or equity, of, in and to the use of the above bargained Water Rights with the hereditaments and appurtenances thereto.

TO HAVE AND TO HOLD the said Water Rights with the hereditaments and appurtenances thereto, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained and described Water Rights and rights to water, with the hereditaments and appurtenances thereto, in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person and persons claiming the whole or any part thereof, by, through or under the Grantor.



**EXHIBIT A to Special Warranty Deed**

**Decree, Case No. 05CW270**

DISTRICT COURT, WATER DIVISION NO. 1, STATE OF COLORADO Weld County Courthouse 901 9 <sup>th</sup> Avenue Greeley, Colorado 80631 Telephone: (970) 475-2540	DATE FILED: November 26, 2014 10:16 AM CASE NUMBER: 2005CW270  <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p style="text-align: center;"><b>CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE UNITED WATER AND SANITATION DISTRICT, acting by and through the RAVENNA PROJECT WATER ACTIVITY ENTERPRISE, IN DOUGLAS COUNTY.</b></p>	<p style="text-align: center;">Case No. 05CW270</p>
<p style="text-align: center;"><b>FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, AND DECREE OF THE WATER COURT</b></p>	

This matter comes before the Water Court for consideration upon the Application of the United Water and Sanitation District, acting by and through the Ravenna Project Water Activity Enterprise (“Applicant”), for absolute and conditional direct flow and storage water rights.

The Referee has reviewed all matters contained in the First Amended Application, has considered all pleadings and motions and has taken all necessary evidence. Being otherwise fully advised in the premises, the Referee hereby enters the following Findings of Fact, Conclusions of Law, Ruling of the Referee, and Decree of the Water Court (“Ruling and Decree”).

FINDINGS OF FACT

1. Applicant.

United Water and Sanitation District, acting by and through the Ravenna Project  
 Water Activity Enterprise  
 8301 East Prentice Avenue #100  
 Greenwood Village, Colorado 80111  
 (303) 775-1005

2. Application. The Applicant filed the original Application in this matter on October 31, 2005, which was referred to the Water Referee pursuant to section 37-92-302(4) of the Colorado Revised Statutes, and published in the October 2005 Water Division 1 resume pursuant to section 37-92-302(3)(a) of the Colorado Revised Statutes. The Applicant filed a motion to amend the Application on March 12, 2012, which was granted by the Water Referee on April 3, 2012. The First Amended Application was published in the April 2012 Water Division 1 resume pursuant to section 37-92-302(3)(a) of the Colorado Revised Statutes and Uniform Water Court Rule 4(b). Notice of Publication was filed on June 25, 2012. The Application, as amended, is referred to in this Ruling and Decree as “the Application.”

3. Notice and Jurisdiction. Timely and adequate notice of the pendency of this proceeding *in rem* has been given in the manner required by law. The time for filing statements of opposition has expired. This Court has subject matter jurisdiction over the Application and this proceeding, and personal jurisdiction over all persons who would have standing to appear as parties, regardless of whether they have appeared.

4. Report of the Division Engineer. The Division Engineer for Water Division 1 issued a Report of the Division Engineer to the Amended Application on July 31, 2012, to which no response was requested. The issues raised by the Division Engineer have been adequately addressed by this Decree.

5. No Designated Groundwater. The land and water rights involved herein are not included within the boundaries of any designated groundwater basin.

6. The Objectors. The following parties filed timely statements of opposition:

City of Aurora, acting by and through its Utility Enterprise; Roxborough Water and Sanitation District; Lower South Platte Water Conservancy District; Consolidated Bell Mountain Ranch Metropolitan District; Castle Pines Metropolitan District; Castle Pines North Metropolitan District; Douglas County Board of County Commissioners; SW Milliken II, LLC; Bell Mountain Homeowners Association, Inc.; Centennial Water and Sanitation District; Perry Park Water and Sanitation District; Colorado State Engineer; Colorado Water Division 1 Engineer; Town of Castle Rock; and Sun Resources, Inc.

7. Withdrawals. The following parties withdrew their statements of opposition:

- 7.1. SW Milliken II, LLC (November 30, 2006);
- 7.2. Bell Mountain Homeowners Association, Inc. (March 15, 2010);
- 7.3. Consolidated Bell Mountain Ranch Metropolitan District (March 15, 2010);
- 7.4. Lower South Platte Water Conservancy District (May 30, 2013); and

7.5 Douglas County (approved September 24, 2013).

8. Stipulations. The following parties have entered into stipulations with the Applicant on the basis that those parties will not further oppose entry of a decree herein, and said stipulations are approved by the Court and shall bind the following parties to each said stipulation:

8.1. City of Aurora, acting by and through its Utility Enterprise (approved June 24, 2013);

8.2. Perry Park Water and Sanitation District (approved August 5, 2013);

8.3. Colorado State Engineer and Division Engineer for Water Division 1 (approved January 8, 2014);

8.4. Castle Pines Metropolitan District (approved February 11, 2014);

8.5. Sun Resources, Inc. (approved February 11, 2014);

8.6. Castle Pines North Metropolitan District (approved February 24, 2014);

8.7. Roxborough Water and Sanitation District (approved March 26, 2014);

8.8. Centennial Water and Sanitation District (approved August 19, 2014); and

8.9. Town of Castle Rock (approved October 24, 2014).

9. Description of the Absolute and Conditional Storage Water Right. The Applicant seeks a decree for an absolute and conditional storage water right in Sedalia Reservoir, as follows:

9.1. Name of Structure. Sedalia Reservoir. Sedalia Reservoir is a fully lined and operational Reservoir on land for which the Ravenna Metropolitan District holds an easement.

9.2. Amount. 250 acre-feet (active storage) per year, 215 acre-feet of which is absolute and 35 acre-feet of which is conditional, and one refill of 174 acre-feet per year conditional, at the rate of 3.0 cfs, 2.0 cfs of which is absolute and the remainder of which is conditional. Maximum annual diversions shall be limited to 424 acre-feet per year in combination with diversions under the direct flow right described in paragraph 10 below, measured at the Plum Creek Diversion structure.

9.3. Legal Description and Location. Sedalia Reservoir is an off-channel, lined reservoir, located at 5219 South Rio Grande Avenue, Sedalia, Colorado 80135, in the NE¼ of Section 15, Township 7 South, Range 68 West of the 6<sup>th</sup> P.M., Douglas County, Colorado. The total capacity of Sedalia Reservoir is 250 acre-feet. The reservoir is filled through the Plum

Creek Diversion, described below in paragraph 9.4. A map depicting the location of Sedalia Reservoir, the Plum Creek Diversion, and the Ravenna Metropolitan District's current boundaries is attached to this Ruling and Decree as Exhibit 1.

9.4. Legal Description of Point of Diversion. The Plum Creek Diversion is a surface diversion facility located on Plum Creek in the SE¼ of Section 15, Township 7 South, Range 68 West of the 6<sup>th</sup> P.M., Douglas County, Colorado, and more specifically described as Latitude 39 26' 21.66" North, Longitude 104 58' 57.89" West, Zone 13, Easting 501485, Northing 4365534. The "as-built" drawings of the Plum Creek Diversion are attached to this Ruling and Decree as Exhibit 2. The Applicant holds a perpetual easement for the land encumbered by the Plum Creek Diversion and related facilities. The Plum Creek Diversion supplies water by a headgate diversion that flows by gravity to a wet well situated to the west of the diversion facility. Water is then pumped from the wet well into the Ravenna Pipeline and delivered to Sedalia Reservoir, and from the Reservoir by pipeline to the Ravenna Metropolitan District for use within the District. The maximum capacity of the Plum Creek Diversion to deliver water into the wet well is approximately 40 cfs. The current installed pumping capacity at the wet well is 3.0 cfs.

9.5. Source. Plum Creek and its tributaries.

9.6. Appropriation Information.

9.6.1. Date of appropriation. October 13, 2011.

9.6.2. How appropriation was initiated. On October 13, 2011, the Applicant began diverting surface water into storage in Sedalia Reservoir under free river conditions and continued diverting water, when available, until February 25, 2012. The Applicant began delivering water stored in Sedalia Reservoir to the Ravenna Metropolitan District for beneficial use within the District on November 9, 2011, and had delivered 215.88 acre-feet as of August 24, 2012.

10. Description of Conditional Direct Flow Water Right

10.1. Legal Description of Point of Diversion. The Plum Creek Diversion described above in paragraph 9.4.

10.2. Source. Plum Creek and its tributaries.

10.3. Appropriation Information.

10.3.1. Date of appropriation. October 13, 2011.

10.3.2. How appropriation was initiated. On October 13, 2011, the Applicant formed the intent to divert free river water for delivery to and beneficial use at the Ravenna Metropolitan District. Applicant has the ability and has constructed the infrastructure necessary



to divert the water from Plum Creek and deliver it directly to the Ravenna Metropolitan District without first putting the water into storage in Sedalia Reservoir.

10.4. Rate of Flow and Total Volume Claimed for Diversion.

10.4.1. Rate of Flow. 3.0 cfs conditional.

10.4.2. Volume. Diversions for direct delivery to the Ravenna Metropolitan District shall not exceed 332.3 acre-feet per year. In addition, diversions for direct delivery and for storage in Sedalia Reservoir shall not exceed a combined total of 424 acre-feet per year measured at the Plum Creek Diversion structure.

11. Uses. All municipal uses, including but not limited to domestic, mechanical, manufacturing, commercial, industrial, fire protection, park, lawn and golf course irrigation, recreation, piscatorial, maintenance and preservation of wildlife and aesthetic values, and lake and reservoir evaporation within the service area of the Ravenna Metropolitan District located in Douglas County, Colorado, as it now exists or may exist in the future. The subject water rights shall not be used for augmentation or replacement or as a substitute supply for exchange, unless the right to do so is subsequently decreed.

12. Liner and Surface Runoff. Sedalia Reservoir is an off-stream reservoir that is:

12.1. lined with a synthetic, impervious liner so that it does not intercept any groundwater; and

12.2. constructed so that there is no surface runoff into the Reservoir from the area surrounding the Reservoir.

Therefore, no replacement of stream depletions resulting from evaporative losses is required.

13. Measuring Devices. The Plum Creek Diversion structure is and shall continue to be equipped with a totalizing flow meter which measures the amounts diverted from Plum Creek and the delivery, through a pipeline, to either storage in Sedalia Reservoir or directly to the Ravenna Metropolitan District. The pump station located between the Plum Creek Diversion and the Ravenna Metropolitan District is and shall also continue to be equipped with a totalizing flow meter, which measures direct deliveries from the Plum Creek Diversion to the Ravenna Metropolitan District. The Reservoir outlet and structure to return water to Plum Creek are and shall continue to be equipped with a totalizing flow meter as well. The Reservoir shall also be equipped with a staff gage and a rain gage, which shall be continuously maintained by Applicant.

14. No Precedent. There was no trial in this matter and no issues were litigated. This Ruling and Decree was completed as the result of substantial discussions, negotiations and compromises by, between and among Applicant and the Objectors pertaining to all parts of the Findings, Conclusions, and Ruling and Decree. It is specifically understood and agreed by the parties

hereto, and found and concluded by this Court, that the acquiescence of the parties to a stipulated decree under the specific factual and legal circumstances of this contested matter and upon the numerous and interrelated compromises reached by the parties shall never give rise to any argument, claim, defense or theory of acquiescence, waiver, bar, merger, stare decisis, res judicata, estoppel, laches, or otherwise, nor to any administrative or judicial practice or precedent, by or against any of the parties hereto in any other matter, case or dispute, nor shall testimony concerning such acquiescence of any party to a stipulated decree herein be allowed in any other matter, case or dispute. All parties stipulate and agree that they do not intend the findings, conclusions, judgment and decree herein to have the effect of precedent or preclusion on any factual or legal issue in any other matter. The parties further stipulate and agree that they each reserve the right to propose or to challenge any legal or factual position in any other plan for augmentation or other matter filed in this or any other court without limitation by this Ruling and Decree.

#### CONCLUSIONS OF LAW

15. Based upon and fully incorporating the Findings of Fact set forth in paragraphs 1 through 14 above, this Court concludes as a matter of law that:

15.1. Personal and Subject Matter Jurisdiction. Timely and adequate notice of the pendency of these proceedings *in rem* has been given in the manner required by law. The time for filing statements of opposition and for seeking leave to intervene has expired. This Court has subject matter jurisdiction over the Application and this proceeding, and personal jurisdiction over all persons who would have standing to appear as parties, regardless of whether they have appeared.

15.2. Application is Lawful. This court determines as a matter of law that the Application is authorized by the Water Rights Determination and Administration Act of 1969, §§ 37-92-101 to -602, C.R.S., and will not result in injury to any owner of or person entitled to use water under a vested water right or a decreed conditional water right, if operated in accordance with this Ruling and Decree.

15.3. Burdens of Proof Satisfied. The Applicant has complied with all requirements and met all standards and burdens of proof, including but not limited to sections 37-92-302(1), 37-92-103(3), and 37-92-305(9) of the Colorado Revised Statutes, to adjudicate its claims for the subject water rights, as described in the Findings of Fact, and is, therefore, entitled to a decree confirming and approving the direct flow and water storage rights described above.

15.4. Administration. The water rights decreed herein are administrable by the State and Division Engineers. Review of determinations made by the Division Engineer in the administration of the accounting procedures and forms associated with this Ruling and Decree is a “water matter” over which this Court has exclusive jurisdiction. § 37-92-203(1), C.R.S.

15.5. Can and Will. The Applicant has demonstrated that the facilities necessary to effect the appropriation have been completed, are operational and have been used to apply water to beneficial use. The Applicant can and will divert, store, or otherwise capture, possess, and control and beneficially use the remaining conditional water right. § 37-92-305(9)(b), C.R.S. Proof of such a substantial probability necessarily involves imperfect predictions of future events and conditions. The can and will requirement should not be applied rigidly to prevent beneficial uses where an applicant otherwise satisfies the legal standard of establishing a non-speculative intent to appropriate water for a beneficial use. Further, the existence of contingencies does not prevent the can and will test from being satisfied. *City of Black Hawk v. City of Central*, 97 P.3d 951 (Colo. 2004); *City of Thornton v. Bijou Irr. Co.*, 926 P.2d 1, 43-45 (Colo. 1996).

15.6. Demonstrated Need for the Water. The Applicant provided evidence that the claimed water rights are needed to serve its present and future growing demand, to facilitate the maximum utilization of its water resources portfolio, and to further enlarge and enhance its water supply system. The Applicant demonstrated that it has such needs and is committed to developing the entire amount of the water rights requested herein. The Applicant demonstrated that the subject water rights will result in water necessary to serve the Ravenna Metropolitan District's present and future growing demand.

15.7. Anti-Speculation. The Applicant does not have speculative intent in appropriating the subject water rights adjudicated herein.

#### RULING AND DECREE

16. Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby the RULING OF THE REFEREE AND DECREE OF THE WATER COURT:

16.1. Fully Incorporated Ruling and Decree. The foregoing Findings of Fact and Conclusions of Law set forth in paragraphs 1 through 15 above are hereby fully incorporated into this Ruling and Decree.

16.2. Application Granted. The Application for confirmation of the water storage right and direct flow right described above is granted, subject to the terms and conditions of this Ruling and Decree.

16.3. Operation and Accounting. All diversions at the Plum Creek Diversion, all deliveries to, precipitation at and releases of water from Sedalia Reservoir, Sedalia Reservoir contents, and all deliveries to Ravenna Metropolitan District shall be measured. In addition to the measuring devices specifically required by this Ruling and Decree, the Applicant shall install and properly maintain such additional measuring devices and recorders reasonably required by the Division Engineer for the administration of and accounting for the direct flow and water storage rights. All points of measurement are shown on the map attached hereto as Exhibit 1. A stage-area-capacity curve for Sedalia Reservoir is attached hereto as Exhibit 3.

16.3.1. Accounting forms are attached hereto as Exhibit 4. The accounting forms are not decreed herein and may be changed from time to time with the approval of the Division Engineer after sixty three (63) days advance written notice to all Objectors in this case that clearly identifies the proposed changes and provided that all the information required by this Ruling and Decree is included in any revised accounting forms, including, at a minimum, the following information: the name, location and date of the calling water right, measurements from approved measuring devices and recorders, all inflows to and outflows from the Reservoir (total and by water type), reservoir contents (total and by water type), in- and out-of-priority precipitation falling on the Reservoir, running totals on the first fill and the refill, daily and cumulative stream diversions by rate and volume, and all other information contained in the accounting forms attached hereto as Exhibit 4.

16.3.2. The Applicant shall perform accounting on a daily basis and submit accounting reports monthly to state water administration officials within thirty (30) days of the end of the month to which the accounting pertains, or more frequently if required by state water administration officials. Copies of such reports shall be made available to Objectors at their request, in electronic format, an Excel spreadsheet, or comparable format if technology changes.

16.3.3. The accounting year for purposes of this Ruling and Decree, including for the volumetric limits, shall be November 1<sup>st</sup> through October 31<sup>st</sup> of the following year. Water stored in previous years in Sedalia Reservoir under the Sedalia Reservoir first fill and/or refill storage right decreed herein and which remains in storage at the beginning of a new accounting year shall be considered carryover storage accounted against the first fill of the Sedalia Reservoir storage right in the new accounting year. Water from other sources that remains in storage in Sedalia Reservoir when the first fill storage right is filling in priority and there is insufficient capacity in Sedalia Reservoir for such first fill right shall, at the Applicant's option, be released from Sedalia Reservoir, booked over to the Sedalia Reservoir first fill water storage right, or kept in Sedalia Reservoir but counted against the first fill of the Sedalia Reservoir storage right for that accounting year.

16.3.4. The Plum Creek Diversion structure is and shall continue to be equipped with bypass facilities sufficient to allow water to flow past the structure when needed to satisfy downstream senior water rights. The Applicant must allow water native to the stream to bypass the diversion structure when needed to fulfill downstream senior water rights, and must also bypass water that has been released to the Plum Creek system by other water users at upstream locations for recapture at locations downstream from the Applicant's Plum Creek Diversion.

16.3.5. Water Budget Accounting for Leakage. The Design Standard leakage rate for Sedalia Reservoir shall not be greater than  $0.03 \text{ ft}^3/\text{day}/\text{ft}^2$  multiplied by the length of the perimeter wall in feet multiplied by the average vertical depth of the perimeter wall as measured from the ground surface to the pit bottom along the toe of the pit side slope, plus  $0.0015 \text{ ft}^3/\text{day}/\text{ft}^2$  multiplied by the area of the bottom of the liner system or natural bedrock bounded by the perimeter wall. The Performance Standard shall be three times the Design Standard. Monthly reporting shall be required as long as the liner continues to meet the Design Standard

and weekly reporting (or more frequent reporting if required by the Division Engineer) shall be required if the liner does not meet the Design Standard but continues to meet the Performance Standard. Evidence of compliance with the Design and Performance Standards shall be established through a daily mass balance analysis accounting for all inflows, outflows, and changes in storage volume.

16.4. The Applicant may divert the water rights decreed in this Ruling and Decree through the Plum Creek Diversion, for storage in Sedalia Reservoir or direct delivery to the Ravenna Metropolitan District, only when the subject water rights are in priority. The Applicant will notify the Division Engineer or Water Commissioner prior to diverting water under this Ruling and Decree.

16.5. Legal Storage of Water. Water shall not be impounded in Sedalia Reservoir except pursuant to lawful diversions allowed by this Ruling and Decree. At all other times, all inflow of water into the Sedalia Reservoir from any source, including precipitation, shall be removed by the Applicant. The water can be removed by draining, pumping, or other means, and shall be released to Plum Creek without use by the Applicant in any manner. The Applicant shall install the necessary measuring devices, including, but not limited to, a precipitation gage and a staff gage in Sedalia Reservoir, and shall account on a daily basis and submit accounting reports to state water administration officials as required by paragraph 16.3 above. Under no circumstance may the Applicant withdraw more water from Sedalia Reservoir than the measured net inflow after appropriate losses are deducted. If the accounting demonstrates that there is a gain in storage volume that is in excess of the measured inflows and outflows (i.e., unaccounted for inflows), the unaccounted for inflows must be released within forty-eight (48) hours. The unaccounted inflows could be from rainfall into Sedalia Reservoir. The determination of gains in storage volumes as measured by gage height readings shall be made daily.

16.6. Re-Diversion of Water. Water diverted under the subject water rights at the Plum Creek Diversion shall not, after its release from storage or otherwise, be rediverted (1) at a well or wells (including an infiltration gallery or other type of groundwater diversion structure) unless the right to do so is subsequently decreed in a plan for augmentation and/or exchange that authorizes diversions at such well or wells; or (2) into a recharge facility unless the Applicant first obtains a subsequent decree that authorizes diversions of such water into a recharge facility.

16.7. The water rights described in this Ruling and Decree are approved and meet the standards prescribed in section 37-92-301 to -305 of the Colorado Revised Statutes, and will not injuriously affect any owner of or person entitled to use water under a vested water right or a decreed conditional water right, including exchanges, if operated in accordance with the terms and conditions in this Ruling and Decree.

16.8. These water rights shall be administered as having been filed with the Court in 2012 and shall be junior in priority to all water rights for which applicants were filed in previous years. As between all water rights for which applications were filed in 2012, priority shall be

determined by decreed appropriation dates and shall not be affected by the date of entry of the ruling or decree.

16.9. In accordance with section 37-92-301(4)(a) of the Colorado Revised Statutes, the conditional water rights herein awarded are hereby continued in full force and effect until November 30, 2020. If the Applicant desires to maintain the conditional decree, an application for finding of reasonable diligence shall be filed on or before November 30, 2020, or a showing must be made on or before such date that the conditional rights have become absolute by reason of the completion of the appropriation.

Entered this 4<sup>th</sup> day of November, 2014.

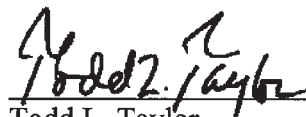


John S. Cowan  
Water Referee  
Water Division 1

THE COURT finds that no protest was filed in this matter. The foregoing ruling of the Water Referee is confirmed and approved and is hereby made the Ruling and Decree of this Court. A copy of the Ruling and Decree shall be filed with the Water Clerk for Water Division 1, and the Decree shall become effective upon filing. Copies shall also be filed with the State Engineer and the Division Engineer for Water Division 1.

ENTERED this 26<sup>th</sup> day of November, 2014.

BY THE COURT:



Todd L. Taylor  
Alternate Water Court Judge  
Water Division 1

**SPECIAL WARRANTY DEED  
WATER RIGHTS**

THIS DEED is made to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by PLUM CREEK CA, LLC, a Colorado limited liability company (“Grantor”), for the benefit of the TOWN OF CASTLE ROCK, a Colorado home rule municipality, acting by and through the CASTLE ROCK WATER ENTERPRISE (“Grantee”).

WITNESSETH, that the Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and by the presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all of Grantor’s right, title and interest in and to the following water, water rights, and rights to water in the County of Douglas, State of Colorado:

- A. All of the not non-tributary and non-tributary groundwater originally decreed by the Division No. 1 Water Court in Case No. 98CW219, as modified by Case No. 03CW117, in the Denver, Arapahoe and Laramie Fox Hills formations, all of which groundwater underlies that real property more particularly described in **Exhibit A** attached to this Deed, EXCEPT FOR:
  - 1. One hundred (100) acre feet per year of Arapahoe formation non-tributary groundwater, which was reserved to the Cherokee Ranch and Castle Foundation by Special Warranty Deed recorded on November 21, 2002 at Reception No. 2002126810, Douglas County Clerk and Recorder;
  - 2. Sixty (60) acre feet per year of Arapahoe formation non-tributary groundwater, which was conveyed to the Cherokee Ranch and Castle Foundation by Special Warranty Deed for Water Rights recorded March 10, 2008 at Reception No. 2008016986, Douglas County Clerk and Recorder;
  - 3. Three hundred eighty (380) acre feet per year of Laramie Fox Hills formation non-tributary groundwater, which is required to be reserved pursuant to the terms of the decree entered in Case No. 03CW117; and
  - 4. Any right, title, interest or claim to use the underground storage capacity resulting from withdrawal of any water described herein, which was reserved to the Cherokee Ranch and Castle Foundation by Special Warranty Deed recorded November 21, 2002 at Reception No. 2002126810; Special Warranty Deed for Water Rights recorded on March 10, 2008 at Reception No. 2008016984 and by Special Warranty Deed for Water Rights recorded on March 10, 2008 at Reception No. 2008016985, Douglas County Clerk and Recorder.
  
- B. Water rights adjudicated and decreed by the Water Court, Water Division No. 1, State of Colorado, in Case No. 80CW158, including those water rights originally adjudicated in

Case No. W-7806-74 that were incorporated and accounted for in Case No. 80CW158, as well as the modifications to the 80CW158 decree made by the Water Court under its retained jurisdiction by Order dated December 30, 2002, which results in conveyance of the following amounts from the following aquifers:

Dawson Aquifer: 0.2 a.f./year  
Denver Aquifer: 630.1 a.f./year  
Laramie Fox Hill Aquifer: 282.6 a.f./year

- C. Water rights adjudicated and decreed by the Water Court, Water Division No. 1, State of Colorado, in Case No. 84CW385, which results in conveyance of the following amounts from the following aquifers:

Lower Dawson: 32.1 a.f./year  
Denver: 369.6 a.f./year  
Arapahoe: 184.7 a.f./year  
Laramie Fox Hills: 146.1 a.f./year

The above-described decreed non-tributary and not non-tributary ground water rights are conveyed 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, either in law or equity, of, in and to the above bargained water, water rights, and rights to water with the hereditaments and appurtenances thereto.

TO HAVE AND TO HOLD the said water, water rights, and rights to water with the hereditaments and appurtenances thereto, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained and described water, water rights, and rights to water, with the hereditaments and appurtenances thereto, in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person and persons claiming the whole or any part thereof, by, through or under the Grantor.



IN WITNESS WHEREOF, Grantor has executed this Deed to be effective on the date set forth above.

GRANTOR: PLUM CREEK CA, LLC, a Colorado limited liability company

By \_\_\_\_\_  
Robert A. Lembke, Manager

STATE OF COLORADO            )  
  ) ss  
COUNTY OF                            )

The above and foregoing Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Robert A. Lembke, as Manager of PLUM CREEK CA, LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_  
Witness my hand and official seal.

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

## EXHIBIT A to Special Warranty Deed

A parcel of land located in Sections 5, 6, 7, 8, 17, 18, & 19 of Township 7 South, Range 67 West and in Sections 12, 13, 14 & 24 of Township 7 South, Range 68 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, and being more particularly described as follows:

BEGINNING at the NE corner of Section 19, Township 7 South, Range 67 West of the Sixth Principal Meridian;

THENCE along the East line of the NE $\frac{1}{4}$  of said Section 19, S 00°23'17" W, a distance of 1612.27 feet to the Northerly right of way line of State Highway No. 85;

THENCE along said Northerly right of way line the following fifteen (15) courses:

- 1) N 74°01'07" W, a distance of 442.12 feet;
- 2) N 70°56'17" W, a distance of 269.96 feet;
- 3) N 66°37'01" W, a distance of 813.47 feet;
- 4) N 78°26'56" W, a distance of 1581.82 feet;
- 5) N 73°42'23" W, a distance of 211.93 feet;
- 6) N 71°13'27" W, a distance of 281.07 feet;
- 7) N 67°40'00" W, a distance of 562.02 feet;
- 8) N 75°53'08" W, a distance of 346.26 feet;
- 9) N 80°38'47" W, a distance of 969.60 feet to a point from which the NW corner of said Section 19 bears N 05°30'46" W, a distance of 28.00 feet;
- 10) N 82°57'44" W, a distance of 1053.89 feet;
- 11) N 80°27'38" W, a distance of 584.58 feet;
- 12) N 71°01'17" W, a distance of 471.19 feet;
- 13) N 70°58'10" W, a distance of 2093.66 feet;
- 14) N 71°05'24" W, a distance of 1147.32 feet;
- 15) N 69°36'49" W, a distance of 2074.89 feet to the Southeasterly corner of a parcel of land described in deed recorded in the land records of Douglas County in Book 358 at Page 833;

THENCE along the Easterly line of said parcel the following seven (7) courses:

- 1) N 08°37'34" E, a distance of 172.03 feet;
- 2) N 31°37'52" E, a distance of 442.82 feet;
- 3) N 53°35'59" E, a distance of 194.24 feet;
- 4) N 73°28'44" E, a distance of 264.63 feet;
- 5) N 51°18'55" E, a distance of 177.71 feet;
- 6) N 38°08'20" E, a distance of 487.64 feet;
- 7) N 00°26'53" E, a distance of 391.26 feet to the Northeasterly corner of said parcel;

THENCE along the Northerly line of said parcel, S 89°41'36" W, a distance of 1438.25 feet to the Northwesterly corner of said parcel;

THENCE along the Westerly line extended of said parcel, N 00°01'02" E, a distance of 213.47 feet;

THENCE N 89°41'57" E, a distance of 1979.77 feet to the North 1/16 corner between Sections 13 and 14 of T7S, R68W;

THENCE along the West line of the NW $\frac{1}{4}$  of said Section 13, N 00°11'10" W, a distance of 1319.99 feet to the SW corner of said Section 12;

THENCE along the West line of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 12, N 00°09'51" W, a distance of 1309.82 feet to the South 1/16 corner of Sections 11 & 12;

THENCE along the W line of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 12, N 00°13'35" W, a distance

of 1310.61 feet to the W<sup>1</sup>/<sub>4</sub> corner of said Section 12;

THENCE along the West line of the SW<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> of said Section 12, N 00°09'43" W, a distance of 1309.48 feet to the N 1/16 corner of Sections 11 & 12;

THENCE along the West line of the NW<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> of said Section 12, N 00° 13'44" W, a distance of 1310.95 feet to the NW corner of said Section 12;

THENCE along the North line of the NW<sup>1</sup>/<sub>4</sub> of said Section 12, N 89°58'04" E, a distance of 2683.10 feet to the N<sup>1</sup>/<sub>4</sub> corner of said Section 12;

THENCE along the North line of the NE<sup>1</sup>/<sub>4</sub> of said Section 12, N 89°49'52" E, a distance of 2752.86 feet to the NE corner of said Section 12, also being the NW corner of Section 7, T7S, R67W;

THENCE along the North line of the NW<sup>1</sup>/<sub>4</sub> of said Section 7, N 89°55'53" E, a distance of 2633.78 feet to the N<sup>1</sup>/<sub>4</sub> corner of said Section 7;

THENCE N 00°05'26" W, a distance of 43.58 feet to an existing fence corner;

THENCE along an existing fence line as described in a boundary agreement between Cherokee Ranch and Castle Foundation, Sanctuary, Inc. and Paul V. and Bonnie G. Grenney, recorded in the land records of Douglas County on Nov. 3, 1997 at Reception No. 9761904 the following five (5) courses:

- 1) N 89°06'35" E, a distance of 2599.66 feet to a point at an existing fence corner from which the NE corner of said Section 7 bears S 08°34'17" W, a distance of 41.11 feet;
- 2) N 00°03'38" W, a distance of 1256.34 feet;
- 3) N 89°59'09" E, a distance of 588.75 feet;
- 4) N 87°01'25" E, a distance of 1332.82 feet;
- 5) N 85°17'08" E, a distance of 767.69 feet to a point on the Westerly right of way line of Daniels Park Road;

THENCE along said right of way line as described in Deed recorded in the land records of Douglas County in Book 541 at Page 29 the following four (4) courses:

- 1) S 11°05'24" E, a distance of 306.86 feet;
- 2) Along the arc of a curve to the right 280.45 feet, having a radius of 598.90 feet, a central angle of 26°49'49" and a chord bearing and distance of S 02°19'30" W, 277.90 feet;
- 3) S 15°44'25" W, a distance of 418.21 feet;
- 4) Along the arc of a curve to the left 307.26 feet, having a radius of 362.65 feet, a central angle of 48°32'39" and a chord bearing and distance of S 08°31'55" E, 298.15 feet to the Northeasterly corner of a parcel of land described in deed recorded in the land records of Douglas County in Book 1073 at Page 260;

THENCE along the boundary of said parcel the following seven (7) courses:

- 1) S 88°46'02" W, a distance of 399.06 feet;
- 2) N 51°04'40" W, a distance of 243.10 feet;
- 3) S 30°09'50" W, a distance of 399.37 feet;
- 4) S 87°35'11" W, a distance of 559.55 feet;
- 5) S 51°13'16" W, a distance of 336.12 feet;
- 6) S 14°44'13" W, a distance of 1028.18 feet;
- 7) N 89°40'54" E, a distance of 2019.95 feet to a point on the Westerly right of way line of Daniels Park Road, (determined to be 60 feet Westerly from the monumented Easterly right of way line shown on the plat of Castle Pines Village Filing 8-A, at Reception #9211515);

THENCE along said Westerly right of way line the following nineteen (19) courses:

- 1) S 01°18'44" E, a distance of 440.02 feet;
- 2) Along the arc of a curve to the right 183.64 feet, having a radius of 419.04 feet, a central angle of 25°06'33" and a chord bearing and distance of S 11°14'32" W, 182.17 feet;

- 3) S 23°47'49" W, a distance of 205.18 feet;
  - 4) Along the arc of a curve to the left 327.65 feet, having a radius of 836.68 feet, a central angle of 22°26'14" and a chord bearing and distance of S 12°34'42" W, 325.56 feet;
  - 5) S 01°21'31" W, a distance of 185.15 feet;
  - 6) S 01°16'36" W, a distance of 657.56 feet;
  - 7) Along the arc of a curve to the left 76.61 feet, having a radius of 1378.34 feet, a central angle of 03°11'05" and a chord bearing and distance of S 00°12'27" E, 76.60 feet;
  - 8) S 01°48'06" E, a distance of 349.28 feet;
  - 9) Along the arc of a curve to the right 253.68 feet, having a radius of 1711.45 feet, a central angle of 08°29'34" and a chord bearing and distance of S 02°26'41" W, 253.45 feet;
  - 10) Along the arc of a compound curve to the right 167.76 feet, having a radius of 345.00 feet, a central angle of 27°51'39" and a chord bearing and distance of S 20°37'18" W, 166.11 feet;
  - 11) S 34°31'24" W, a distance of 576.43 feet;
  - 12) Along the arc of a curve to the left 272.42 feet, having a radius of 390.00 feet, a central angle of 40°01'18" and a chord bearing and distance of S 14°31'00" W, 266.91 feet;
  - 13) S 05°31'06" E, a distance of 168.88 feet;
  - 14) Along the arc of a curve to the left 177.15 feet, having a radius of 998.35 feet, a central angle of 10°10'01" and a chord bearing and distance of S 10°34'30" E, 176.92 feet;
  - 15) S 15°39'30" E, a distance of 621.49 feet;
  - 16) Along the arc of a curve to the left 139.59 feet, having a radius of 871.13 feet, a central angle of 09°10'51" and a chord bearing and distance of S 20°13'15" E, 139.44 feet;
  - 17) S 24°48'40" E, a distance of 236.86 feet;
  - 18) Along the arc of a curve to the right 345.51 feet, having a radius of 770.23 feet, a central angle of 25°42'05" and a chord bearing and distance of S 11°57'38" E, 342.62 feet;
  - 19) S 00°51'27" W, a distance of 1342.16 feet to the Northeasterly corner of Lot 1, Block One of Hockaday Heights Subdivision, recorded in the land records of Douglas County at Reception #139949;
- THENCE along the Northerly line of Hockaday Heights Subdivision, also being the South line of the NW¼ of said Section 17, S 87°46'51" W, a distance of 2513.82 feet to the W¼ corner of said Section 17;
- THENCE along the Westerly line of Hockaday Heights Subdivision, also being the East line of the SE¼ of said Section 18, S 00°21'26" W, a distance of 2595.77 feet to the POINT OF BEGINNING;
- CONTAINING 3,140.54 acres of land, more or less.

**SPECIAL WARRANTY DEED  
WATER RIGHTS**

THIS DEED is made to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by PLUM CREEK CA, LLC, a Colorado limited liability company (“Grantor”), for the benefit of the TOWN OF CASTLE ROCK, a Colorado home rule municipality, acting by and through the CASTLE ROCK WATER ENTERPRISE (“Grantee”).

WITNESSETH, that the Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and by the presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all of Grantor’s right, title and interest in and to the following water, water rights, and rights to water in the County of Douglas, State of Colorado:

- A. Water rights adjudicated and decreed by the Water Court, Water Division No. 1, State of Colorado, in Case No. 80CW158, including those water rights originally adjudicated in Case No. W-7806-74 that were incorporated and accounted for in Case No. 80CW158, as well as the modifications to the 80CW158 decree made by the Water Court under its retained jurisdiction by Order dated December 30, 2002, which results in conveyance of the following amounts from the following aquifers:

Denver Aquifer: 0.6 a.f./year  
Laramie Fox Hill Aquifer: 6.6 a.f./year

- B. Water rights adjudicated and decreed by the Water Court, Water Division No. 1, State of Colorado, in Case No. 84CW385, which results in conveyance of the following amounts from the following aquifers:

Lower Dawson: 0.7 a.f./year  
Denver: 8.6 a.f./year  
Arapahoe: 4.2 a.f./year  
Laramie Fox Hills: 3.4 a.f./year

The above-described decreed non-tributary and not non-tributary ground water rights are conveyed 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, either in law or equity, of, in and to the above bargained water, water rights, and rights to water with the hereditaments and appurtenances thereto.

TO HAVE AND TO HOLD the said water, water rights, and rights to water with the hereditaments and appurtenances thereto, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained and described water, water rights,

and rights to water, with the hereditaments and appurtenances thereto, in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person and persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective on the date set forth above.

GRANTOR: PLUM CREEK CA, LLC, a Colorado limited liability company

By \_\_\_\_\_  
Robert A. Lembke, Manager

STATE OF COLORADO            )  
  ) ss  
COUNTY OF                            )

The above and foregoing Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Robert A. Lembke, as Manager of PLUM CREEK CA, LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_  
Witness my hand and official seal.

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

**EXHIBIT Y**  
**FORMS OF QUIT CLAIM DEEDS**

## QUIT CLAIM DEED

THIS DEED is made to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by PLUM CREEK CA, LLC, a Colorado limited liability company, (“Grantor”), for the benefit of the TOWN OF CASTLE ROCK, a Colorado home rule municipality, acting by and through the CASTLE ROCK WATER ENTERPRISE (“Grantee”).

WITNESSETH, that the Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto the Grantee, its successors and assigned, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following water, water rights, and rights to water in the County of Douglas, State of Colorado:

Grantor’s interest in and to the nontributary groundwater adjudicated and decreed by the Water Court, Water Division No. 1, State of Colorado, in Case No. 80CW158, including those water rights originally adjudicated in Case No. W-7806-74 that were incorporated and accounted for in Case No. 80CW158, as well as the modifications to the 80CW158 decree made by the Water Court under its retained jurisdiction by Order dated December 30, 2002.

Grantor’s interest in and to the nontributary groundwater adjudicated and decreed by the Water Court, Water Division No. 1, State of Colorado, in Case No. 84CW385.

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, either in law or equity, of, in and to the above bargained water, water rights, and rights to water with the hereditaments and appurtenances thereto.

TO HAVE AND TO HOLD the said water, water rights, and rights to water with the hereditaments and appurtenances thereto, unto the Grantee, its successors and assigns forever.





**EXHIBIT Z**  
**ASSIGNMENT AND BILL OF SALE**

THIS ASSIGNMENT AND BILL OF SALE (this “Assignment”) is made and entered into as of \_\_\_\_\_, 2017, by PLUM CREEK CA, LLC, a Colorado limited liability company (“Assignor”), and the TOWN OF CASTLE ROCK, a home rule municipality of the County of Douglas, State of Colorado (“Assignee”).

**RECITALS**

A. Pursuant to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2017 (between Assignor, as Seller, and Assignee, as buyer, the “Purchase Agreement”), Assignor agreed to sell to Assignee certain real property located in Douglas County, Colorado, as more particularly described in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor agreed to assign, transfer, set over, convey and deliver to Assignee all of Assignor’ right, title and interest in and to (i) all buildings, structures, improvements, and appurtenances located on the Bell Mountain Tracts and Easements, which is defined and referred to in the Purchase Agreement as the Improvements, and (ii) the agreements, personal property (tangible or intangible), rights of way, licenses, approvals and permits and agreements and other rights owned or used by Seller in connection with the Water Rights Systems or the Plum Creek System, which is defined and referred to in the Purchase Agreement as the System Personal Property.

C. Assignor desires to assign and convey the Improvements and the System Personal Property and Assignee desires to accept the System Personal Property on and subject to the terms of this Assignment.

NOW THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby ASSIGNS, TRANSFERS, SETS OVER, CONVEYS, and DELIVERS to Assignee, its successors and assigns, all of Assignor’s rights, titles and interests in and to all of the property described on Exhibit A attached hereto (the “Assigned Property”), to have and to hold the same, including the appurtenances thereto, unto Assignee, its successors and assigns, forever, to its and their own proper use and behoof, subject to the Permitted Exceptions.

2. Acceptance. Assignee hereby accepts such assignment and agrees to assume the obligations of Assignor in connection with or relating to the Assigned Property arising from and after the date of this Assignment.

3. No Liens; As-Is. The Assigned Property is being conveyed by Seller free and clear of all liens and encumbrances. Except for the foregoing, the Assigned Property is transferred on an “AS-IS, WHERE IS” basis, with all faults, subject to the Permitted Exceptions, without recourse to Assignor and without any representations or warranties, express, implied or statutory, of any kind whatsoever by Assignor.

4. Further Assurances. Assignor and Assignee agree to perform such other acts and to execute, acknowledge and/or deliver subsequent to the date hereof such other instruments, documents, and other materials as the other party may reasonably request from time to time in order to effectuate the conveyance, assignment and acceptance of the Assigned Property as contemplated under the Purchase Agreement.

5. Binding Effect. All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

6. Capitalized Terms. Capitalized terms used in this Assignment, and not defined herein, shall have the meanings set forth in the Purchase Agreement.

7. Governing Law. This Assignment shall be governed by and enforced in accordance with the laws of the State of Colorado, excepting conflicts of laws and without regard to which party drafted this document.

8. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single Assignment.

[Signature pages follow]

EXECUTED as of \_\_\_\_\_, 2017.

**ASSIGNOR:**

PLUM CREEK CA, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

**TOWN:**

**ATTEST:**

**TOWN OF CASTLE ROCK** acting by and  
Through the **TOWN OF CASTLE ROCK**  
**WATER ENTERPRISE**

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

\_\_\_\_\_  
Jennifer Green, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

## EXHIBIT A

### Description of the Assigned System Personal Property

1. Description of Specific personal property being assigned.
  1. A. Bell Mountain Wells
    - 1.1 Well Permit #051785, issued May 14, 1999
    - 1.2 Well Permit #057962, issued August 5, 2002
    - 1.3 Well Permit #057960, approved October 24, 2002
    - 1.4 Well Permit #062772, approved June 15, 2005
    - 1.5 Well Permit #074388, approved August 4, 2010
    - 1.6 Well Permit #075848, approved February 2, 2012
    - 1.7 Bell Mountain Ranch Non-Tributary Well Locations report – September 2012, prepared by Civil Resources
    - 1.8 Bell Mountain Ranch Not Non-Tributary Assessment – July 31, 2014, prepared by Martin and Wood Water Consultants
    - 1.9 Construction Drawings of Bell Mountain Well Infrastructure
    - 1.10 Maps
    - 1.11 Memorandum re: Transportation of Non-tributary Water Down Plum Creek – November 1, 2004, prepared by Duane Helton
2. Plum Creek Diversion, Reservoir, and Pipeline
  - 2.1 Plum Creek Diversion Structure As-builts, February 14, 2012, prepared by Ecological Resources Consultants, Inc.
  - 2.2 Ravenna Raw Water Supply Construction Drawings, May 3, 2006, prepared by High Country Engineering
  - 2.3 Sedalia Reservoir Record Drawings, March 20, 2007, prepared by Civil Resources, LLC
  - 2.4 Sedalia Reservoir Bedrock and Water Storage Evaluation, July 2009, prepared by Civil Resources, LLC
  - 2.5 Corps of Engineers Clearance Letter, September 22, 2009
  - 2.6 Operation and Maintenance Records
  - 2.7 Letter from State Engineer regarding the fact that the Sutton Reservoir structure is non-jurisdictional
  - 2.8 Copies of Electrical bills 2015-2016
  - 2.9 Billing Records to Ravenna 2015-2016
  - 2.10 Billing Records to Lochbuie 2015-2016

2. Description of general personal property being assigned.

Any and all assets, rights, materials and/or claims directly related to the use, management, development or enjoyment of the Improvements, the Water Rights Systems or the Plum Creek System within Douglas County, Colorado, including, without limitation:

- (a) all buildings, structures, improvements, and appurtenances located on the Bell Mountain Tracts and Easements including (i) the Plum Creek diversion, storage and delivery system which includes an existing reservoir, a diversion structure and existing pumps and pipelines and any other equipment or facilities relating thereto; and (ii) all water diversion, carriage, storage or transmission structures and facilities, pumps, outlet works, wells, headgates, ditches, ponds, reservoirs, plumes, measuring devices, splitter boxes and other equipment and facilities related thereto related to the Bell Mountain Ground Water;
- (b) all leases, licenses, permits, and entitlements directly related to the Water Rights Systems or the Plum Creek System;
- (c) all reports, studies, contracts, warranties and any similar rights directly related to the Water Rights Systems or the Plum Creek System;
- (d) all intangible rights, goodwill and similar rights directly related to the Water Rights Systems or the Plum Creek System;
- (e) all rights, claims or awards directly related to the Water Rights Systems or the Plum Creek System;
- (f) all rights to receive a reimbursement, credit or refund from any applicable agency or entity of any deposits or fees paid in connection with the development of the Water Rights Systems or the Plum Creek System; and
- (g) all other fixtures, fittings, equipment, machinery, names and other items of tangible and intangible personal property owned by Assignor or affixed or attached to, or situated upon, the Property and acquired or used in connection with the Water Rights Systems or the Plum Creek System, if any.

Notwithstanding the foregoing assets being sold, transferred and assigned do not include the Memcor AXIM water treatment system with serial number WP1117/AXIM.

Exhibit AA  
(Water Rights Transaction Documents)

	<i>Document Name</i>	<i>Comments</i>
1	Bargain & Sale Deed Bell Mountain Ranch Associates to Bell Mountain Water Co.	Recorded 12/22/16, Ref #2016094319
2	Quit Claim Deed Robert A. Lembke to Bromley District Water Providers for 182.7 a.f. of Bell Mountain - Dawson	
3	Special Warranty Deed Bromley District Water Providers to United 14.8 a.f. of Bell Mountain 84CW385 Arapahoe	Recorded 4/5/2017, Ref# 2017022789
4	Special Warranty Deed United to Ravenna 14.8 a.f. of Bell Mountain 84CW385 Arapahoe	Recorded 4/6/2017, Ref#2017023165
5	Quit Claim Deed Cherokee Ranch, Inc. to Plum Creek, CA	Recorded 4/3/2017, Ref# 2017022289
6	Special Warranty Deed - Cherokee Ranch Dn, A, LFH Robert A. Lembke to Bromley District Water Providers	
7	Special Warranty Deed - Cherokee Ranch Dn, LFH CAW Equities to Bromley District Water Providers	
8	Release of DT from CAW Equities and Robert A. Lembke to Cherokee Ranch and Castle Fdn. 3/10.08, #2008016989	
8A	Release of DT from Dakota Water Resources, LLC to Cherokee Ranch & Castle Foundation	
9	Special Warranty Deed Robert A. Lembke to Bromley District Water Providers – Bell Mountain Water Rights	
10	Special Warranty Deed Diversified to Bromley District Water Providers – Bell Mountain Water Rights	
11	Special Warranty Deed CAW Equities to Bromley District Water Providers – Bell Mountain Water Rights	
12	Special Warranty Deed Bromley District Water Providers to CAW Equities - Bell Mountain Water Rights	Recorded 11/4/2016, Ref# 2016080181
13	Special Warranty Deed Bromley District Water Providers to The Theodore R. Shipman Living Trust Dated Oct. 23, 2015 – Bell Mountain Water Rights	
14	Special Warranty Deed CAW Equities to Bell Mountain Equities - Bell Mountain Water Rights	Recorded 11/7/2016, Ref# 2016080348

CHART OF UNITED AFFILIATES TO CASTLE ROCK  
WATER RIGHTS TRANSACTION DOCUMENTS IN ORDER OF RECORDING

15	Special Warranty Deed Bromley District Water Providers to CORAD Holdings – Cherokee Ranch & Bell Mountain Water Rights	
16	Special Warranty Deed Bromley District Water Providers to 70 Ranch, LLC - Cherokee Ranch & Bell Mountain Water Rights	
17	Special Warranty Deed Bromley District Water Providers to CAW Equities – Cherokee Ranch & Bell Mountain Water Rights	
18	Special Warranty Deed CAW Equities to Plum Creek, CA– Cherokee Ranch & Bell Mountain Water Rights	
19	Special Warranty Deed CORAD Holdings to Plum Creek, CA Cherokee & Bell Mountain Water Rights	
20	Special Warranty Deed 70 Ranch, LLC to Plum Creek, CA – Cherokee & Bell Mountain Water Rights	
21	Special Warranty Deed The Theodore R. Shipman Living Trust Dated Oct. 23, 2015 to Plum Creek, CA – Bell Mountain Water Rights	
22	Special Warranty Deed Bell Mountain Equities to Plum Creek, CA – Bell Mountain Water Rights	
23	Bell Mountain Special Warranty Deed Carol A. Wilkens to Plum Creek	
24	Special Warranty Deed Damiano Family Trust to Plum Creek, CA – Bell Mountain Water Rights	
25	Special Warranty Deed R. Damiano to Plum Creek, CA – Bell Mountain Water Rights	
26	Special Warranty Deed Castle Pines Trust to Plum Creek, CA – Bell Mountain Water Rights	
27	Bargain & Sale Deed Robert A. Lembke to Plum Creek, CA – Cherokee Ranch Water Rights	
28	Bargain & Sale Deed CAW Equities to Plum Creek, CA – Cherokee Ranch Water Rights	



CHART OF UNITED AFFILIATES TO CASTLE ROCK  
WATER RIGHTS TRANSACTION DOCUMENTS IN ORDER OF RECORDING

29	Bargain & Sale Deed CORAD Holdings, 70 Ranch, LLC & Bromley District Water Providers to Plum Creek, CA – Cherokee Ranch Water Rights	
30	Quit Claim Deed United Affiliates to Plum Creek, CA – 80CW158 interests	
31	Quit Claim Deed United Affiliates to Plum Creek, CA - 84CCW385 interests	
32	Special Warranty Deed for 05CW270 – Sedalia Reservoir United to Plum Creek, CA	
33	Memo of Agreement re: RMDevco interest	Acknowledgment that R&M Devco's interests in 80CW158 Decree are not retained by Plum Creek, CA nor conveyed to Castle Rock
33 A	Memo of Agreement re: Lochbuie ownership	
34	Special Warranty Deed Plum Creek, CA to Castle Rock	All Bell Mountain and Cherokee Ranch Water Rights
35	INTENTIONALLY LEFT BLANK	
36	Special Warranty Deed 05CW270 Plum Creek, CA to Castle Rock	
37	Bargain & Sale Deed Plum Creek, CA to Castle Rock – Cherokee Ranch Water Rights	
38	Quit Claim Deed Plum Creek, CA to Castle Rock	
39	Assignment of 05CW270 Decree and Cherokee Well Permits and Decrees from Plum Creek, CA to Castle Rock	