

DEED OF CONSERVATION EASEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

the Conservation Property to Grantee in perpetuity over those portions of the Subject Property described in Tracts A and D, of the nature and character and to the extent hereinafter set forth.

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

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

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

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

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

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

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

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

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

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

such a manner as to permit the movement of wildlife across the Property and shall be consistent with standards approved by the State of Colorado Department of Natural Resources, Division of Wildlife.

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

review and approve a utility construction and operation plan detailing the mitigation measures to be employed pursuant to the provisions of this section. Grantor may grant all necessary or appropriate easements related to the installation of underground utilities and appurtenances, (which include but is not limited to the following: pull boxes, transformer boxes, and switch cabinets, meter housing, water infrastructure, etc.). Any above ground building structure shall not be located within 100-feet of the existing CPHA property lines / boundary. Installation of new overhead (or above ground) utilities is prohibited.

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

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

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

7. Enforcement. If Grantor or Grantee finds what it believes to be a violation of the terms of this Deed by the other Party, the aggrieved Party ("Initiating Party") shall immediately notify the other Party ("Noticed Party") in writing of the nature of the alleged violation ("Notice of Violation"). Upon receipt of the Notice of Violation, the Noticed Party shall immediately discontinue the activity or use that has caused the alleged violation and shall either: (a) restore the Conservation Property to its condition prior to the violation in accordance with a written

restoration plan (“Restoration Plan”); or (b) provide a written explanation to the Initiating Party of the reason why the alleged violation should be permitted. The Restoration Plan shall be submitted to the Initiating Party within twenty (20) days after Noticed Party’s receipt of the Notice of Violation, or within a longer time period if so specified by the Initiating Party in the Notice of Violation.

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

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

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

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

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

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

14. Condemnation. If all or any part of the Subject Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by

public, corporate or other authority, so as to extinguish the Deed, in whole or in part, Grantor and Grantee intend that the condemning authority compensate Grantor by paying the full unencumbered value of the Subject Property subject to the taking or in lieu purchase and all direct and incidental damages, including, but not limited to, damages to the Conservation Uses resulting therefrom. Grantee shall receive from Grantor thirty three percent (33%) of the amount received by Grantor, after all expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase have been paid. Grantee shall use any such proceeds in a manner consistent with the purpose of the Deed. Proceeds received by the Grantee shall be used to provide visual screening along the southern boundary of the Castle Pines Village Community.

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

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

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

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

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

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

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

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

19. General Provisions.

- a. Controlling Law. The interpretation and performance of this Deed shall be governed by the laws of the State of Colorado.
- b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed in favor of the grant to effect the purpose of this Deed and the policy and purpose of §§ 38-30.5-101, *et seq.*, C.R.S. If any provision in this Deed is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. Severability. If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. Entire Agreement. This Deed sets forth the entire agreement of the Parties with respect to the Conservation Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Property, all of which are merged herein.
- e. No Forfeiture. Nothing contained herein shall result in a forfeiture or reversion of Grantor's title in any respect.
- g. Non-Merger. The Parties intend that under no circumstances shall this Deed merge with the title to the Conservation Property.
- h. Successors. The covenants, terms, conditions, and restrictions of this Deed shall be binding upon, and inure to the benefit of, the Parties hereto and their respective representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Conservation Property.
- i. Termination of Rights and Obligations. A Party's rights and obligations under this Deed terminate upon transfer of the Party's interest in the Subject Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- j. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

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

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

GRANTOR:

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

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

S E A L

Witness my hand and official seal

Notary Public

My commission expires:_____

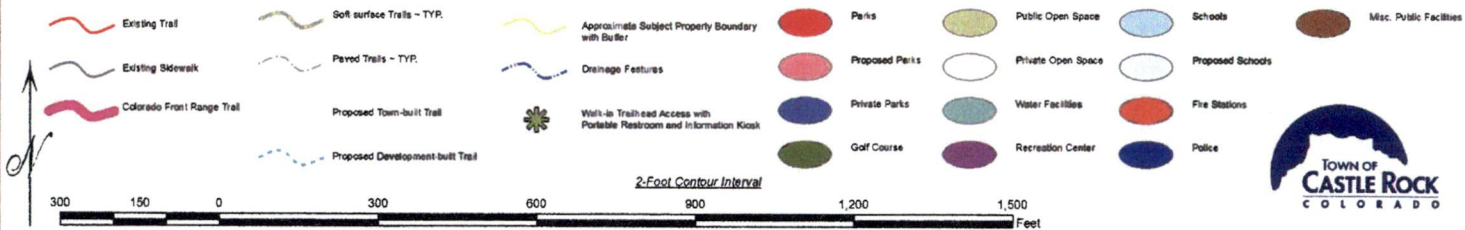
EXHIBIT A

DEPICTION MAP OF THE 13.3 ACRE PARCEL



EXHIBIT A - Subject Property ~ Trail Concept Plan

MAP FEATURES



My Documents\PROJECIS\ArcGis Project\Trail Plans\Finecrest Open Space Trail Concept Plan - Landscape - October 8, 2014

Vicinity Map Castle Rock



NORTH MEADOWS DRIVE – Tract A

DATE: May 29, 2015

DESCRIPTION

Tract A

A portion of a parcel of land in the Town of Castle Rock, State of Colorado containing 22,111 sq. ft. (0.508 acres), more or less, in the SW 1/4 of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Parcel 1A and Parcel 2 as recorded at Reception No. 10004772 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows and as depicted in Exhibit A (attached):

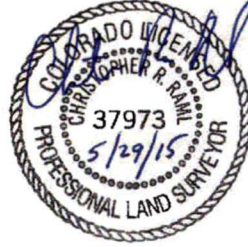
Commencing at the southwest corner of said Section 22, thence S. 89°35'16" E., a distance of 767.97 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,348.21 feet more or less, to a point on a southerly line of Tract C-1 of Castle Pines Village, Filing No. 32J, Amendment 1 as recorded at Reception Number 2004101128 in the Douglas County Clerk and Recorder's office, said point also being the TRUE POINT OF BEGINNING, whence said southwest corner of Section 22 bears S. 30°04'45" W., a distance of 1,551.60 feet;

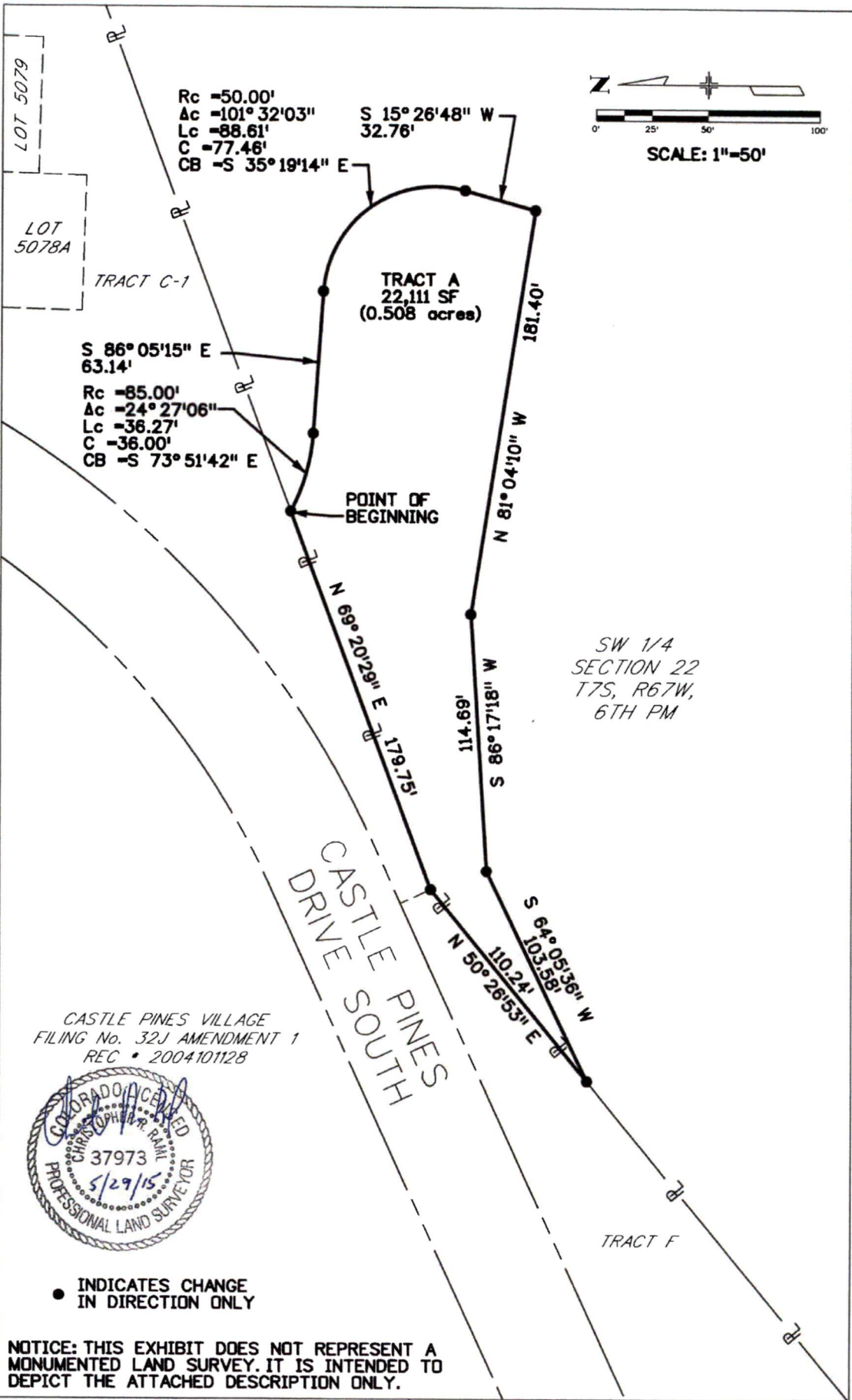
1. Thence departing said southerly line, on the arc of a curve to the left, a radius of 85.00 feet, a central angle of 24°27'06", a distance of 36.27 feet, (a chord bearing S. 73°51'42" E., a distance of 36.00 feet);
2. Thence S. 86°05'15" E., a distance of 63.14 feet;
3. Thence on the arc of a curve to the right, a radius of 50.00 feet, a central angle of 101°32'03", a distance of 88.61 feet, (a chord bearing S. 35°19'14" E., a distance of 77.46 feet);
4. Thence S. 15°26'48" W., a distance of 32.76 feet;
5. Thence N. 81°04'10" W., a distance of 181.40 feet;
6. Thence S. 86°17'18" W., a distance of 114.69 feet;
7. Thence S. 64°05'36" W., a distance of 103.58 feet to a point on a southerly line of Tract F of said Castle Pines Village, Filing No. 32J, Amendment 1;
8. Thence along said southerly line, N. 50°26'53" E., a distance of 110.24 feet to a southwesterly corner of said Tract C-1;
9. Thence along said southerly line of Tract C-1, N. 69°20'29" E., a distance of 179.75 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 22,111 sq. ft. (0.508 acres), more or less.

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

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






CASTLE PINES VILLAGE
FILING No. 32J AMENDMENT 1
REC # 2004101128



● INDICATES CHANGE
IN DIRECTION ONLY

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

perazzo 10:14:50 AM G:\OS\Projects\72123_2012_N_Meadows_Drive\SV\20103\RDW_Survey\Drawings\Exhibits\OC\Exhibit Tract A.dgn

Prepared By:  WOOLPERT 116 INVERNESS DRIVE EAST #105 ENGLEWOOD, COLORADO 80112 (303) 925-1400 PHONE (303) 925-1401 FAX	EXHIBIT A NORTH MEADOWS DRIVE TRACT A	PROJECT NO. 75077 DATE <u>5/29/2015</u> DR. <u>AEP</u> SHT. # <u>1</u>
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NORTH MEADOWS DRIVE – Tract B
DATE: May 29, 2015
DESCRIPTION

Tract B

A portion of a parcel of land in the Town of Castle Rock, State of Colorado containing 11,703 sq. ft. (0.269 acres), more or less, in the SW 1/4 of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Parcel 1A and Parcel 2 as recorded at Reception No. 10004772 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows and as depicted in Exhibit A (attached):

Commencing at the southwest corner of said Section 22, thence S. 89°35'16" E., a distance of 767.97 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,348.21 feet more or less, to a point on a southerly line of Tract C-1 of Castle Pines Village, Filing No. 32J, Amendment 1 as recorded at Reception Number 2004101128 in the Douglas County Clerk and Recorder's office, said point also being the TRUE POINT OF BEGINNING, whence said southwest corner of Section 22 bears S. 30°04'45" W., a distance of 1,551.60 feet;

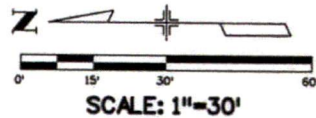
1. Thence along said southerly line, N. 69°20'29" E., a distance of 101.47 feet;
2. Thence departing said southerly line, on the arc of a curve to the right, a radius of 100.00 feet, a central angle of 105°00'02", a distance of 183.26 feet, (a chord bearing S. 37°03'13" E., a distance of 158.67 feet);
3. Thence S. 15°26'48" W., a distance of 44.02 feet;
4. Thence N. 73°38'17" W., a distance of 14.69 feet;
5. Thence on the arc of a curve to the left, a radius of 645.50 feet, a central angle of 03°08'06", a distance of 35.32 feet, (a chord bearing N. 75°12'20" W., a distance of 35.31 feet);
6. Thence N. 15°26'48" E., a distance of 44.19 feet;
7. Thence on the arc of a curve to the left, a radius of 50.00 feet, a central angle of 101°32'03", a distance of 88.61 feet, (a chord bearing N. 35°19'14" W., a distance of 77.46 feet);
8. Thence N. 86°05'15" W., a distance of 63.14 feet;
9. Thence on the arc of a curve to the right, a radius of 85.00 feet, a central angle of 24°27'06", a distance of 36.27 feet, (a chord bearing N. 73°51'42" W., a distance of 36.00 feet), more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 11,703 sq. ft. (0.269 acres), more or less.

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

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





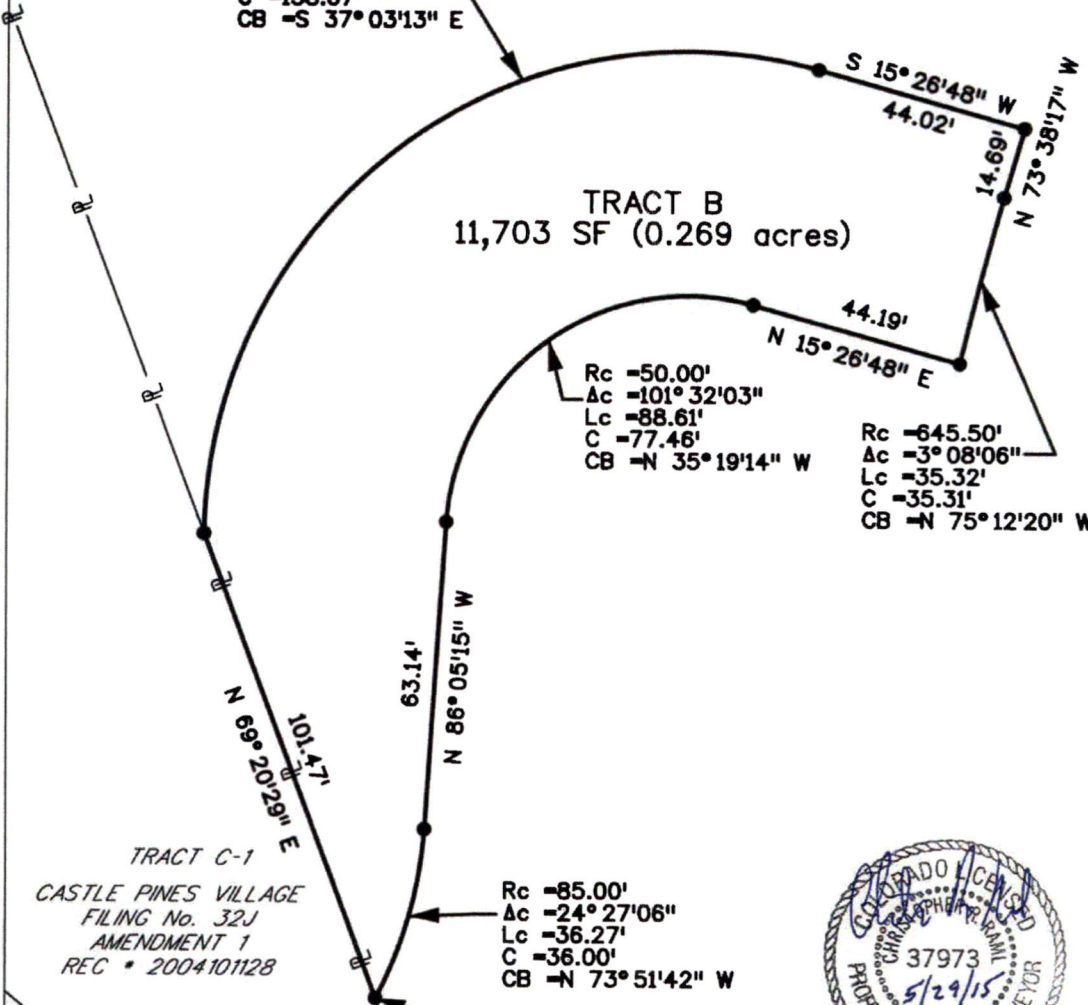
SW 1/4
SECTION 22
T7S, R67W,
6TH PM

Rc =100.00'
Ac =105° 00'02"
Lc =183.26'
C =158.67'
CB =S 37° 03'13" E

TRACT B
11,703 SF (0.269 acres)

Rc =50.00'
Ac =101° 32'03"
Lc =88.61'
C =77.46'
CB =N 35° 19'14" W

Rc =645.50'
Ac =3° 08'06"
Lc =35.32'
C =35.31'
CB =N 75° 12'20" W



TRACT C-1
CASTLE PINES VILLAGE
FILING No. 32J
AMENDMENT 1
REC * 2004101128

Rc =85.00'
Ac =24° 27'06"
Lc =36.27'
C =36.00'
CB =N 73° 51'42" W

POINT OF
BEGINNING



● INDICATES CHANGE IN
DIRECTION ONLY

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

G:\GS\Projects\72123_2012_N_Meadows_Drive\SV\20103\RDW_Survey Drawings\Exhibits\DC\Exhibit Tract B.dgn

Prepared By:

WOOLPERT
116 INVERNESS DRIVE EAST #105
ENGLEWOOD, COLORADO 80112
(303) 925-1400 PHONE
(303) 925-1401 FAX

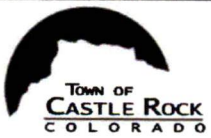


EXHIBIT A
NORTH MEADOWS DRIVE
TRACT B

PROJECT NO.	75077
DATE	5/28/2015
DR.	AEP
SHT. #	1

NORTH MEADOWS DRIVE – Tract C

DATE: May 29, 2015

DESCRIPTION

Tract C

A portion of a parcel of land in the Town of Castle Rock, State of Colorado containing 7,252 sq. ft. (0.166 acres), more or less, in the SW 1/4 of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Parcel 1E and Parcel 3 as recorded at Reception No. 10004772 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows and as depicted in Exhibit A (attached):

Commencing at the southwest corner of said Section 22, thence S. 89°35'16" E., a distance of 2,068.05 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,762.10 feet more or less, to a point on a southerly line of Castle Pines Village, Filing No. 19B, as recorded at Reception Number 199713794 in the Douglas County Clerk and Recorder's office, said point also being the TRUE POINT OF BEGINNING, whence said southwest corner of Section 22 bears S. 49°58'46" W., a distance of 2,716.96 feet;

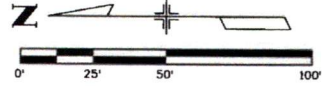
1. Thence along said southerly line, N. 63°20'42" E., a distance of 57.77 feet;
2. Thence continuing along said southerly line, N. 49°35'01" E., a distance of 303.74 feet;
3. Thence departing said southerly line, S. 42°00'12" E., a distance of 14.09 feet;
4. Thence S. 20°26'14" W., a distance of 12.14 feet;
5. Thence S. 49°35'01" W., a distance of 295.94 feet;
6. Thence S. 63°20'42" W., a distance of 60.18 feet;
7. Thence N. 26°39'18" W., a distance of 20.00 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 7,252 sq. ft. (0.166 acres), more or less.

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

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





SCALE: 1"=50'

SOUTHBOUND
I-25

S 42° 00' 12" E
14.09'

S 20° 28' 14" W
12.14'

TRACT A

TRACT C
7,252 SF (0.166 AC)

SW 1/4
SECTION 22
T7S, R67W,
6TH PM

LOT 589

S 49° 35' 01" W
295.94'
N 49° 35' 01" E
303.74'

LOT 588

CASTLE PINES VILLAGE 19B
REC * 199713794

N 63° 20' 42" E
57.77'

POINT OF
BEGINNING

N 26° 39' 18" W
20.00'

LOT 587

S 63° 20' 42" W
60.18'

● INDICATES CHANGE
IN DIRECTION ONLY



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

Prepared By:

WOOLPERT
116 INVERNESS DRIVE EAST #105
ENGLEWOOD, COLORADO 80112
(303) 925-1400 PHONE
(303) 925-1401 FAX



EXHIBIT A
NORTH MEADOWS DRIVE
TRACT C

PROJECT NO.
75077

DATE 5/28/2015

DR. AEP

SHT. # 1

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NORTH MEADOWS DRIVE – Tract D

DATE: May 29, 2015

DESCRIPTION

Tract D

All of a parcel of land in the Town of Castle Rock, State of Colorado containing 542,072 sq. ft. (12.444 acres), more or less, in the SW 1/4 of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Parcel 1A, Parcel 1E, Parcel 2 and Parcel 3 as recorded at Reception No. 10004772 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows and as depicted in Exhibit A (attached):

Commencing at the southwest corner of said Section 22, thence S. 89°35'16" E., a distance of 862.66 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,384.69 feet more or less, to a point on a southerly line of Castle Pines Village, Filing No. 32J, Amendment 1, as recorded at Reception No. 2004101128, said point being the TRUE POINT OF BEGINNING, whence said Section corner bears S. 32°20'06" W., a distance of 1,631.43 feet;

1. Thence along said southerly line, N. 69°20'29" E., a distance of 326.94 feet;
2. Thence continuing along said southerly line, N. 79°58'58" E., a distance of 622.64 feet;
3. Thence continuing along said southerly line, N. 63°20'42" E., a distance of 323.39 feet;
4. Thence departing along said southerly line, S. 26°39'18" E., a distance of 20.00 feet;
5. Thence N. 63°20'42" E., a distance of 60.18 feet;
6. Thence N. 49°35'01" E., a distance of 295.94 feet;
7. Thence S. 20°26'14" W., a distance of 4.87 feet;
8. Thence N. 74°10'34" E., a distance of 16.80 feet;
9. Thence S. 42°00'12" E., a distance of 63.83 feet;
10. Thence S. 09°31'43" E., a distance of 152.98 feet;
11. Thence S. 18°38'41" E., a distance of 132.39 feet;
12. Thence S. 62°17'17" W., a distance of 120.49 feet;
13. Thence S. 27°42'43" E., a distance of 100.00 feet;

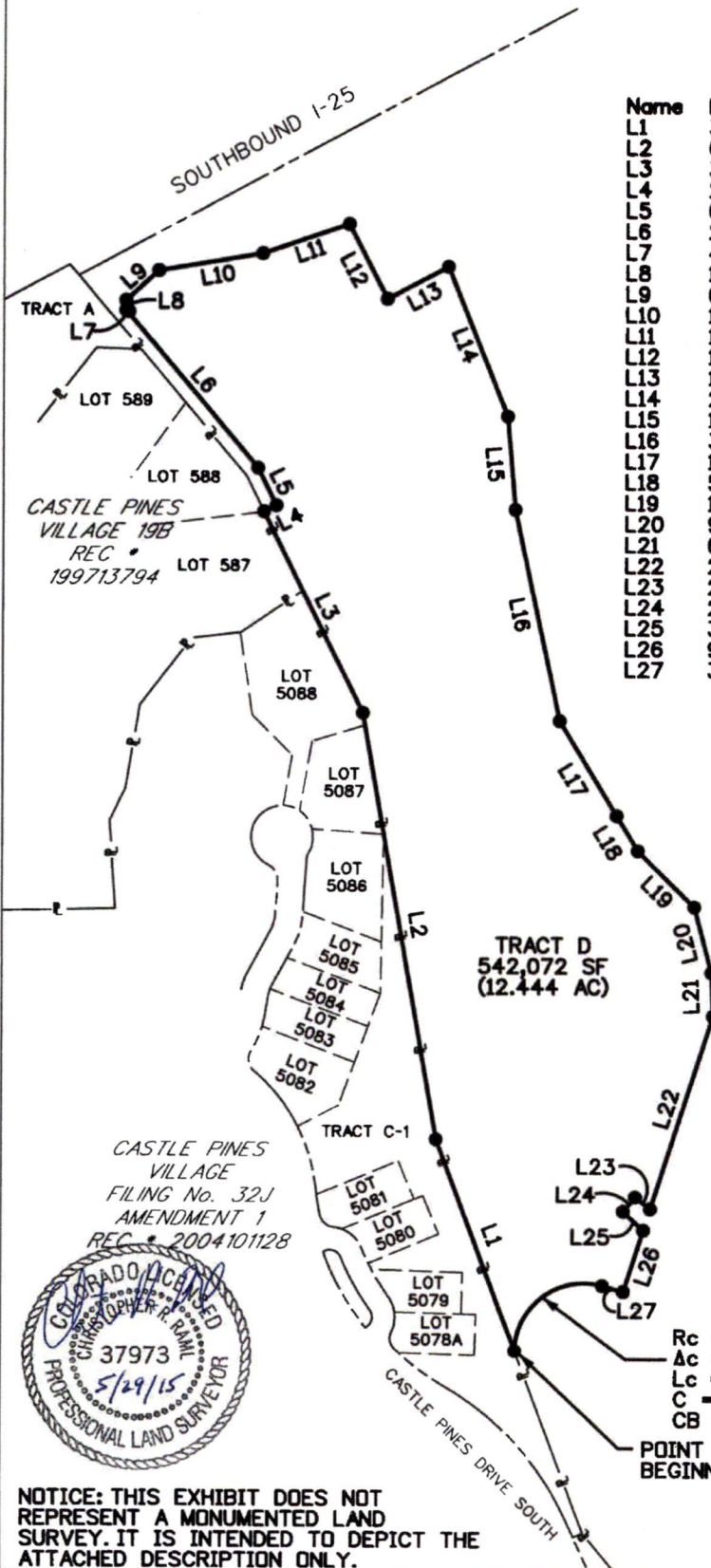
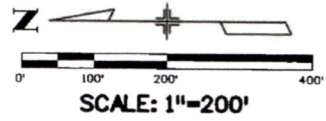
14. Thence S. 68°03'15" W., a distance of 231.55 feet;
15. Thence S. 85°04'55" W., a distance of 134.11 feet;
16. Thence S. 77°52'14" W., a distance of 310.69 feet;
17. Thence S. 58°35'25" W., a distance of 159.82 feet;
18. Thence S. 58°35'25" W., a distance of 59.00 feet;
19. Thence S. 44°18'07" W., a distance of 115.11 feet;
20. Thence S. 75°01'23" W., a distance of 97.94 feet;
21. Thence S. 87°40'43" W., a distance of 62.82 feet;
22. Thence N. 71°59'39" W., a distance of 291.99 feet;
23. Thence N. 37°17'51" E., a distance of 27.67 feet;
24. Thence N. 50°06'08" W., a distance of 26.74 feet;
25. Thence S. 42°46'57" W., a distance of 39.74 feet;
26. Thence N. 71°59'39" W., a distance of 93.06 feet;
27. Thence N. 15°26'48" E., a distance of 31.64 feet;
28. Thence on the arc of a curve to the left, a radius of 100.00 feet, a central angle of 105°00'02", a distance of 183.26 feet, (a chord bearing N. 37°03'13" W., a distance of 158.67 feet), more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 542,072 sq. ft. (12.444 acres), more or less.

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

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





Name	Length	Direction
L1	326.94	N 69° 20' 29" E
L2	622.64	N 79° 58' 58" E
L3	323.39	N 63° 20' 42" E
L4	20.00	S 26° 39' 18" E
L5	60.18	N 63° 20' 42" E
L6	295.94	N 49° 35' 01" E
L7	4.87	S 20° 26' 14" W
L8	16.80	N 74° 10' 34" E
L9	63.83	S 42° 00' 12" E
L10	152.98	S 9° 31' 43" E
L11	132.39	S 18° 38' 41" E
L12	120.49	S 62° 17' 17" W
L13	100.00	S 27° 42' 43" E
L14	231.55	S 68° 03' 15" W
L15	134.11	S 85° 04' 55" W
L16	310.69	S 77° 52' 14" W
L17	159.82	S 58° 35' 25" W
L18	59.00	S 58° 35' 25" W
L19	115.11	S 44° 18' 07" W
L20	97.94	S 75° 01' 23" W
L21	62.82	S 87° 40' 43" W
L22	291.99	N 71° 59' 39" W
L23	27.67	N 37° 17' 51" E
L24	26.74	N 50° 06' 08" W
L25	39.74	S 42° 46' 57" W
L26	93.06	N 71° 59' 39" W
L27	31.64	N 15° 26' 48" E

● INDICATES CHANGE IN DIRECTION ONLY

Rc = -100.00'
 Ac = 105° 00' 02"
 Lc = -183.26'
 C = -158.67'
 CB = N 37° 03' 13" W

POINT OF BEGINNING

SW 1/4
 SECTION 22
 T7S, R67W,
 6TH PM

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

G:\OSV\Projects\72123_2012_N_Meadows_Drive\SV\20103\RDW_Survey\Drawings\Exhibits\DC\Exhibit Tract D.dgn



Prepared By:



WOOLPERT
 116 INVERNESS DRIVE EAST #105
 ENGLEWOOD, COLORADO 80112
 (303) 925-1400 PHONE
 (303) 925-1401 FAX



TOWN OF
CASTLE ROCK
 COLORADO

EXHIBIT A
 NORTH MEADOWS DRIVE
 TRACT D

PROJECT NO.	75077
DATE	5/28/2015
DR.	AEP
SHT. #	1

EXHIBIT C

Castle Pines Homes Association Easement Agreement

**EMERGENCY EGRESS ACCESS ROAD AND PRIVATE
PEDESTRIAN / BICYCLE TRAIL EASEMENT AGREEMENT**

DATE: _____, 2015.

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

GRANTEE: **CASTLE PINES VILLAGES HOMES ASSOCIATION, INC.**, a Colorado non-profit corporation, 688 Happy Canyon Road, Castle Rock, Colorado 80108

RECITALS

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

GRANT

Grantor, in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, sells and quitclaims to Grantee, its successors and assigns, a permanent easement (“Easement”) over the property located in Douglas County, Colorado as described in the attached *Exhibit 1*.

TERMS

1. The purpose of the easement is to allow for the construction and maintenance of: (i) a gated 28-foot wide fire and emergency egress access road hereinafter referred to as (the “Emergency Access”) for the neighboring Castle Pines Village subdivision, and (ii) to provide for a private pedestrian / bicycle trail to the Castle Pines Homes Association, Inc. (CPHA). Provided however, use of the Emergency Access by non-emergency vehicles other than authorized maintenance vehicles is strictly prohibited. Further, the Emergency Access will provide emergency response services from North Meadows into the Castle Pines Village subdivision. The Grantee, at its expense, shall be responsible for constructing, maintaining and operating the necessary physical barriers to address such prohibited use. At its sole discretion, CPHA may install a separate pedestrian/bike gate within its current property.

2. The Access Road and private pedestrian / bicycle trail shall be constructed in accordance with the specifications set forth by the CPHA Board, which is subject to review and final approval by the Grantor.

3. Grantor shall not make any use of the Easement Property which will materially interfere with Grantee's use and enjoyment of the Easement. Grantor reserves the right to use the Easement Property for all other purposes allowed pursuant to the Deed of Conservation Easement dated _____ and recorded in the public records of Douglas County at Reception No. _____.

4. All activity by Grantee and its agents, employees, contractors and other authorized representatives shall be contained within the Easement Property. Upon completion of any construction, reconstruction or repair, Grantee shall restore the surface of the Easement Property, including re-grading and reseeding, where necessary, and all landscaping, irrigation systems, and other improvements, to the extent practicable, to their condition prior to the grant of the Easement, except where the surface is permanently modified with improvements. In restoring the surface of the Easement Property, Grantee shall comply with the Town of Castle Rock Municipal Code and the Grading, Erosion and Sediment Control (GESC) Manual, including, without limitation, obtaining all required permits and reseeding and landscaping all disturbed areas in accordance with such permits. All such activities undertaken by Grantee shall be at the sole expense of the Grantee, and Grantee shall promptly pay all construction costs and expenses; however the Grantor shall waive all permitting fees. The Grantee is responsible for snow, ice and other debris removal in order to operate and maintain the Emergency Access.

5. Grantee, at its sole expense, shall install and maintain a limited access gate within the Grantee's property that meets the requirements of the South Metro Fire District with concurrence from the Town of Castle Rock Fire Department.

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

7. 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.

8. Any notice, demand or election under this Easement Agreement shall be in writing and shall be given in person or mailed by registered or certified mail, addressed as follows:

If to Grantor:	Town of Castle Rock 100 Wilcox Street Castle Rock, CO 80104 Attn: Town Attorney
----------------	--

If to Grantee:	Castle Pines Village Homes Association, Inc. 688 Happy Canyon Road Castle Rock, CO 80108
----------------	--

All notices, demands, or elections given in such manner shall be effective on the date of receipt thereof. The address to which notices are to be sent may be changed by providing notice as set forth in this paragraph.

9. This Easement Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between Grantor and Grantee with respect to the subject matter hereof. Any modification, amendment or extension must be in writing signed by both the Grantor and the Grantee.

10. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. Venue for any legal action relating to this Easement Agreement shall lie in the District court in and for the County of Douglas, Colorado.

12. This Easement Agreement shall be recorded by Grantee with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the parties.

GRANTOR:

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Department of Public Works

STATE OF)
) **ss.**
COUNTY OF)

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

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

(S E A L)

Notary Public

GRANTEE:

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

By: _____

Its: _____

STATE OF)
) **ss.**
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2015, by _____
as _____ for Castle Pines Homes Association, Inc., a
Colorado non-profit corporation.

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

(S E A L)

Notary Public

NORTH MEADOWS DRIVE – Tract B

DATE: May 29, 2015

DESCRIPTION

Tract B

A portion of a parcel of land in the Town of Castle Rock, State of Colorado containing 11,703 sq. ft. (0.269 acres), more or less, in the SW 1/4 of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Parcel 1A and Parcel 2 as recorded at Reception No. 10004772 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows and as depicted in Exhibit A (attached):

Commencing at the southwest corner of said Section 22, thence S. 89°35'16" E., a distance of 767.97 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,348.21 feet more or less, to a point on a southerly line of Tract C-1 of Castle Pines Village, Filing No. 32J, Amendment 1 as recorded at Reception Number 2004101128 in the Douglas County Clerk and Recorder's office, said point also being the TRUE POINT OF BEGINNING, whence said southwest corner of Section 22 bears S. 30°04'45" W., a distance of 1,551.60 feet;

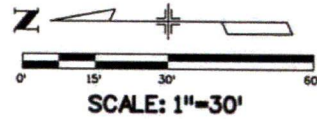
1. Thence along said southerly line, N. 69°20'29" E., a distance of 101.47 feet;
2. Thence departing said southerly line, on the arc of a curve to the right, a radius of 100.00 feet, a central angle of 105°00'02", a distance of 183.26 feet, (a chord bearing S. 37°03'13" E., a distance of 158.67 feet);
3. Thence S. 15°26'48" W., a distance of 44.02 feet;
4. Thence N. 73°38'17" W., a distance of 14.69 feet;
5. Thence on the arc of a curve to the left, a radius of 645.50 feet, a central angle of 03°08'06", a distance of 35.32 feet, (a chord bearing N. 75°12'20" W., a distance of 35.31 feet);
6. Thence N. 15°26'48" E., a distance of 44.19 feet;
7. Thence on the arc of a curve to the left, a radius of 50.00 feet, a central angle of 101°32'03", a distance of 88.61 feet, (a chord bearing N. 35°19'14" W., a distance of 77.46 feet);
8. Thence N. 86°05'15" W., a distance of 63.14 feet;
9. Thence on the arc of a curve to the right, a radius of 85.00 feet, a central angle of 24°27'06", a distance of 36.27 feet, (a chord bearing N. 73°51'42" W., a distance of 36.00 feet), more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 11,703 sq. ft. (0.269 acres), more or less.

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

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





SW 1/4
SECTION 22
T7S, R67W,
6TH PM

Rc =100.00'
Ac =105° 00'02"
Lc =183.26'
C =158.67'
CB =S 37° 03'13" E

TRACT B
11,703 SF (0.269 acres)

Rc =50.00'
Ac =101° 32'03"
Lc =88.61'
C =77.46'
CB =N 35° 19'14" W

Rc =645.50'
Ac =3° 08'06"
Lc =35.32'
C =35.31'
CB =N 75° 12'20" W

TRACT C-1
CASTLE PINES VILLAGE
FILING No. 32J
AMENDMENT 1
REC # 2004101128

Rc =85.00'
Ac =24° 27'06"
Lc =36.27'
C =36.00'
CB =N 73° 51'42" W

POINT OF
BEGINNING



● INDICATES CHANGE IN
DIRECTION ONLY

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G:\GS\Projects\72123-2012-N_Meadows_Drive\SV\20103\RDW_Survey\Drawings\Exhibits\DC\Exhibit Tract B.dgn

CASTLE PINES
DRIVE SOUTH

Prepared By:

WOOLPERT
116 INVERNESS DRIVE EAST #105
ENGLEWOOD, COLORADO 80112
(303) 925-1400 PHONE
(303) 925-1401 FAX

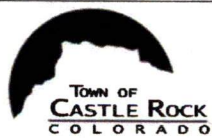


EXHIBIT A
NORTH MEADOWS DRIVE
TRACT B

PROJECT NO.	75077
DATE	5/28/2015
DR.	AEP
SHT. #	1

EXHIBIT D

**SLOPE AND DRAINAGE
EASEMENT AGREEMENT**

DATE: _____, 2015.

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

GRANTEE: **CASTLE PINES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, 5880 Country Club Drive, Castle Rock, CO 80108

RECITALS

Grantee has determined that it needs to acquire a non-exclusive permanent slope and drainage easement (Easement) over property owned by Grantor, and the parties have agreed to the terms and consideration for the grant of the easement.

GRANT

Grantor, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, grants / conveys to Grantee, its successors and assigns, a permanent non-exclusive easement in gross, in, over and under the property located in Douglas County, Colorado, which is more specifically described and depicted in the attached **Exhibit 1**, hereinafter referred to as (the “Easement Property”).

TERMS

1. Grantor represent to Grantee that Grantor is the record owner of the Easement Property and that Grantor has the power and authority to grant this easement, free of prior liens and encumbrances which would preclude the Grantee from utilizing the site for its stated purposes set forth in Section 2 of this Easement Agreement, and as reasonably determined by Grantee.

2. The Easement is a non-exclusive permanent slope and drainage easement to allow Grantee, its employees, contractors and agents to construct, operate, maintain and repair from time to time, storm water drainage facilities and related appurtenances and to allow access to such facilities. The Grantee may construct or place improvements above or buried, whether temporary or permanent, upon written approval from the Grantor.

3. All construction activity by Grantee and its contractors and agents shall be maintained within the Easement Property boundaries and upon completion of construction, reconstruction or repair by Grantee, the surface of the Easement Property shall be contoured and stabilized. All such construction and maintenance of the improvements undertaken by Grantee shall be at the sole expense of the Grantee, and Grantee shall promptly pay all construction costs and expenses.

4. Grantor shall be principally responsible for general maintenance of the Easement Property, however the Grantee shall be responsible for all modifications and improvements constructed by the Grantee. Grantor reserves the right to use the Easement Property for all other purposes insofar as such use is consistent with and does not impair the Grantee's rights under this Easement Agreement.

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

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

7. This Easement Agreement shall be recorded by Grantee with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

STATE OF)
) **ss.**
COUNTY OF)

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

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

(S E A L)

Notary Public

GRANTEE:

ATTEST:

CASTLE PINES
METROPOLITAN DISTRICT

By: _____

By: _____

Its: _____

Its: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2015 by _____ as
_____ and _____ as
_____ for the Castle Pines Metropolitan District, a quasi-
municipal and political subdivision of the State of Colorado.

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

(S E A L)

Notary Public

NORTH MEADOWS DRIVE – Tract C
DATE: May 29, 2015
DESCRIPTION

Tract C

A portion of a parcel of land in the Town of Castle Rock, State of Colorado containing 7,252 sq. ft. (0.166 acres), more or less, in the SW 1/4 of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Parcel 1E and Parcel 3 as recorded at Reception No. 10004772 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows and as depicted in Exhibit A (attached):

Commencing at the southwest corner of said Section 22, thence S. 89°35'16" E., a distance of 2,068.05 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,762.10 feet more or less, to a point on a southerly line of Castle Pines Village, Filing No. 19B, as recorded at Reception Number 199713794 in the Douglas County Clerk and Recorder's office, said point also being the TRUE POINT OF BEGINNING, whence said southwest corner of Section 22 bears S. 49°58'46" W., a distance of 2,716.96 feet;

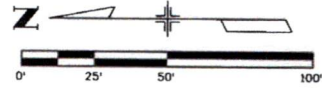
1. Thence along said southerly line, N. 63°20'42" E., a distance of 57.77 feet;
2. Thence continuing along said southerly line, N. 49°35'01" E., a distance of 303.74 feet;
3. Thence departing said southerly line, S. 42°00'12" E., a distance of 14.09 feet;
4. Thence S. 20°26'14" W., a distance of 12.14 feet;
5. Thence S. 49°35'01" W., a distance of 295.94 feet;
6. Thence S. 63°20'42" W., a distance of 60.18 feet;
7. Thence N. 26°39'18" W., a distance of 20.00 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 7,252 sq. ft. (0.166 acres), more or less.

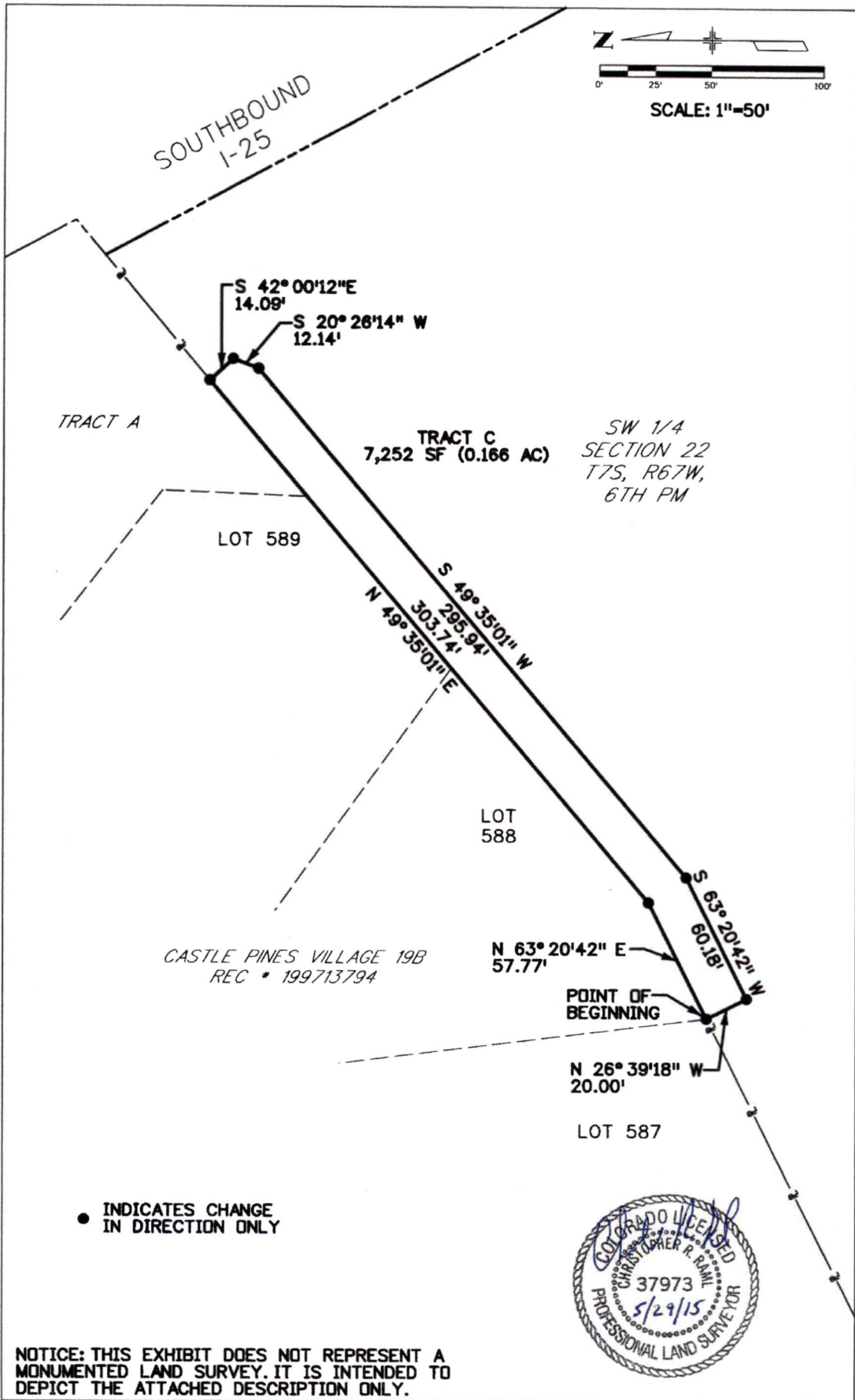
Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

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





SCALE: 1"=50'



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

Christian 3:57:39 PM G:\GS\Projects\72123_2012_N_Meadows_Drive\SV\20103\RDW_Survey\Drawings\Exhibits\DC\Exhibit Tract C.dgn

Prepared By:

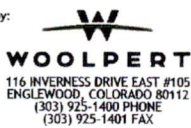


EXHIBIT A
NORTH MEADOWS DRIVE
TRACT C

PROJECT NO.
75077

DATE 5/28/2015

DR. AEP

SHT. # 1

EXHIBIT E

Earthen Berms Preliminary Grading Plans

EXHIBIT E

