

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

Date: _____

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Castle Rock, acting by and through the Castle Rock Water Enterprise (Buyer) will take title to the Property described below.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. The Plum Creek Trust (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of **Douglas**, Colorado (insert legal description):

A Parcel of Land located in Section 15, Township 7 South, Range 68 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at the East 1/4 corner of section 15, from whence the Southeast corner of Section 15 bears S 00 Degrees 47 Minutes 06 Seconds E, A distance of 2647.93' (Basis of Bearings).

Thence S00 Degrees 47 Minutes 06 Seconds E, Along the E line of the Southeast Quarter of said Section A distance of 192.37', Thence S 22 Degrees 20 Minutes 40 Seconds W, Departing said line, a distance of 789.62', Thence S 44 Degrees 14 Minutes 11 Seconds W, a distance of 260.35' Thence S 32 Degrees 17 Minutes 33 Degrees W, a distance of 73.77', to the Northerly Right-of-Way of Rio Grande Avenue, as described at Reception No. 20030712139 of the Douglas County Records, Thence N 89 Degrees 46 Minutes 42 Seconds W, along said Right of Way, a distance of 688.60', Thence S 65 Degrees 38 Minutes 29 Seconds W, a distance of 92.70', Thence N 85 degrees 23 Minutes 10 Seconds W, a distance of 185.30', to a point on the Northerly Right of Way of Douglas County Road No. 20, as described in Book 1992 Page 2036 of the Douglas County Records, Thence N 60 Degrees 43 Minutes 39 Seconds W, along said Right-of-Way a distance of 24.96', Thence along the arc of a tangent curve to the left having a radius of 675.00', a central angle of 43 Degrees 52 Minutes 20 Seconds, a chord which bears N 82 degrees 39 Minutes 49 Seconds W 504.32', a distance of 516.86' to a point of tangency, Thence S 75 Degrees 24 Minutes 01 Seconds W a distance of 40.79', Thence along the arc of a tangent curve to the left, having a Radius of 490', a central angle of 16 Degrees 20 Minutes 14 seconds, a chord which bears S 67 Degrees 13 Minutes 54 Seconds W 139.25', a distance of 139.72' to a nontangent line, Thence N 24 Degrees 25 Minutes 15 Seconds W, departing said Right of Way line a distance of 431.39', Thence N 24 Degrees 40 Minutes 30 seconds W, a distance of 442.68', Thence N 18 Degrees 04 Minutes 49 Seconds W, a distance of 141.96', Thence N 19 Degrees 05 Minutes 57 Seconds W, a distance of 385.75', Thence N 19 Degrees 04 Minutes 57 Seconds W, a distance of 563.79', Thence N 01 Degrees 28 Minutes 51 Seconds W, a distance of 276.07', Thence N 01 Degrees 13 Minutes 44 Seconds W, a distance of 381.13', to a point on the North line of the Southeast Quarter of the Northwest Quarter of said Section 15, Thence N 89 Degrees 36 Minutes 58 Seconds E, along said line, a distance of 271.54', to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 15, Thence N 89 Degrees 39 Minutes 28 Seconds E, along the North line of the South half of the Northeast Quarter of said Section 15, a distance of 2609.04' to the Northeast corner of the South half of the Northeast Quarter of said Section 15, Thence S 00 Degrees 48 Minutes 39 Seconds E, along the East line of the South Half of the Northeast Quarter of said Section 15, a distance of 1322.08' to the point of beginning.

52 **Said parcel contains 6,316,200 square feet, or 145.000 acres, more or less.**

53

54 **Basis of Bearings: The East line of the Southeast Quarter of Section 15, Township 7 South, Range 68 West of the 6th principal**
55 **meridian, monumented by a found 2.5" Aluminum Cap marked "Survey monument 1985 1/4 cor 15 14 LS 6935 Archer and**
56 **Assoc" at the East Quarter of said Section, and a found 3.5" Aluminum Cap marked "1987 15 14 22 23 Archer and Assoc" at**
57 **the Southeast corner of said section was found to bear N 00 Degrees 47 Minutes 06 Seconds W by a real time Kinematic Global**
58 **Positioning System Survey by Zylstra Baker Surveying, Inc. in June of 2006, County of Douglas, State of Colorado.**

59

60 known as: **5219 Rio Grande Ave., Sedalia, CO 80135**

61 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, including without
62 limitation all mineral rights, sand, gravel, aggregate, oil, gas, hydrocarbons, and any and all other surface and subsurface mineral
63 rights of any kind or nature (collectively, the Minerals) on, in or under the Property, and all interest of Seller in vacated streets and
64 alleys adjacent thereto, except as herein excluded (Property).

65

66 **2.5. Inclusions.** The Purchase Price includes all items, whether fixtures or personal property, on the Property as of the date
67 of this Contract. If any items are attached to the Property after the date of this Contract, such items are included in the Purchase
68 Price.

69 **2.5.2. Encumbered Inclusions.** There are no inclusions owned by Seller on the Property to be conveyed at Closing.

70 **2.5.3. Personal Property Conveyance.** There is no personal property owned by Seller on the Property to be
71 conveyed at Closing.

72 **2.5.4. Leased Items. [Intentionally Deleted]**

73

74 **2.6. Exclusions. [Intentionally Deleted]**

75

76 **2.7. Water Rights, Well Rights, Water and Sewer Taps.** See Section 29.2.

77

78 **2.8. Growing Crops. [Intentionally Deleted]**

79 **3. DATES, DEADLINES AND APPLICABILITY.**

80 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
		Closing and Possession	
43	§ 12	Closing Date	March 8, 2024
44	§ 17	Possession Date	Day of Closing
45	§ 17	Possession Time	Time of Closing

81

82 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or
83 the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
84 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
85 "None", such provision means that "None" applies.

86 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
87 abbreviation "N/A" as used in this Contract means not applicable.

88 **3.3. Day; Computation of Period of Days; Deadlines.**

89 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
90 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates
91 and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the
92 specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day**
93 **Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

94 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the ending
95 date is not specified, the first day is excluded and the last day is included.

96 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
97 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
98 the deadline will not be extended.

99 **4. PURCHASE PRICE AND TERMS.**

100 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 2,269,794.00	
9	§ 4.4.	Cash at Closing		\$ 2,269,794.00
10		TOTAL	\$ 2,269,794.00	\$ 2,269,794.00

101 **4.2. Seller Concession. [Intentionally Deleted]**

102 **4.3. Earnest Money. [Intentionally Deleted]**

103 **4.4. Form of Funds; Time of Payment; Available Funds.**

104 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and
105 closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check,
106 savings and loan teller's check and cashier's check (Good Funds).

107 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
108 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
109 **NONPAYING PARTY WILL BE IN DEFAULT.**

110 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have
111 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

112 **4.5. New Loan. [Intentionally Deleted]**

113 **4.6. Assumption. [Intentionally Deleted]**

114 **4.7. Seller or Private Financing. [Intentionally Deleted]**

115

TRANSACTION PROVISIONS

116 **5. FINANCING CONDITIONS AND OBLIGATIONS. [Intentionally Deleted]**

117 **6. APPRAISAL PROVISIONS. [Intentionally Deleted]**

118 **7. OWNERS' ASSOCIATIONS. [Intentionally Deleted]**

119 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

120 **8.1. Evidence of Record Title.**

121 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company
122 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a
123 current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box
124 is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered
125 to Buyer as soon as practicable at or after Closing.

126 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company
127 to furnish the owner's title insurance policy at Buyer's expense. Buyer must furnish to Seller, a current commitment for owner's title
128 insurance policy (Title Commitment), in an amount equal to the Purchase Price.
129 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

130 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's Extended
131 Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which
132 relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period
133 (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
134 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
135 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.
136 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any
137 or all of the standard exceptions for OEC. The Title Insurance Company may require a survey or ILC, among other requirements for
138 OEC. Buyer will be required to obtain any such survey or ILC such that the Title Insurance Company may issue OEC.

139 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
140 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
141 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
142 Documents).

143 **8.1.5. Copies of Title Documents.** Buyer must receive copies of all Title Documents. This requirement pertains
144 only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of
145 furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the
146 owner's title insurance policy.

147 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
148 portion of the Property (Abstract of Title) in Seller's possession.

149 **8.2. Record Title. [Intentionally Deleted]**

150 **8.3. Off-Record Title.** Seller must deliver to Buyer true copies of all existing surveys in Seller's possession pertaining to the
151 Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but
152 not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters)
153 simultaneously with the execution of this Contract.

154 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
155 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN**
156 **SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX**
157 **TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A**
158 **DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD**
159 **INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
160 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER**
161 **INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY**
162 **ASSESSOR.**

163 **8.5. Tax Certificate. [Intentionally Deleted]**

164 **8.6. Third Party Right to Purchase/Approve. [Intentionally Deleted]**

165 **8.7. Right to Object to Title, Resolution[Intentionally Deleted]**

166 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
167 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
168 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
169 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and
170 various laws and governmental regulations concerning land use, development and environmental matters.

171 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE**
172 **OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT**
173 **NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE**
174 **INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**
175 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS**
176 **THE MINERAL ESTATE, OIL, GAS OR WATER.**

177 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE**
178 **OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF**
179 **WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.**

180 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE**
181 **PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE,**
182 **OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING**
183 **AND PROCESSING FACILITIES.**

184 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION**
185 **REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS.**
186 **THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.**

187 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
188 not covered by the owner's title insurance policy.

189 **9. NEW ILC, NEW SURVEY. [Intentionally Deleted]**

190

DISCLOSURE, INSPECTION AND DUE DILIGENCE

191 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.**

192 **10.1. Seller’s Property Disclosure. [Intentionally Deleted]**

193 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
194 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
195 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose
196 such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing or five
197 days after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is
198 conveying the Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

199 **10.3. Inspection. [Intentionally Deleted]**

200 **10.4. Damage, Liens and Indemnity.** Buyer is responsible for payment for all inspections, tests, surveys, engineering
201 reports, or other reports performed at Buyer’s request (Work) and must pay for any damage that occurs to the Property and Inclusions
202 as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property.
203 Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller
204 and caused by any such Work, claim, or lien. This indemnity includes Seller’s right to recover all costs and expenses incurred by
205 Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller’s reasonable attorney
206 fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract.

207 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

208

CLOSING PROVISIONS

209 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

210 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
211 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. Buyer and Seller
212 will furnish any additional information and documents required by Closing Company that will be necessary to complete this
213 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

214 **12.2. Closing Instructions.** Colorado Real Estate Commission’s Closing Instructions Are Are Not executed with this
215 Contract.

216 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the
217 **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by mutual agreement of
218 the parties.

219 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
220 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

221 **12.5. Assignment of Leases. [Intentionally Deleted]**

222 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms
223 and provisions hereof, Seller must execute and deliver a good and sufficient Special Warranty deed to Buyer, at Closing, conveying
224 the Property free and clear of all taxes except taxes for the year of Closing, and subject to all matters of record. Except as provided
225 herein, title will be conveyed free and clear of all liens created by, through or under Seller, including any governmental liens for special
226 improvements installed as of the date of Buyer’s signature hereon, whether assessed or not. Title will be conveyed subject to all
227 Colorado statutory exceptions and all matters of record, including, but not limited to, any remaining rights to the Property held by
228 United Water and Sanitation District and its successors or assigns.

229 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens or
230 encumbrances securing a monetary sum against the Property and Inclusions created by, through or under Seller, including any
231 governmental liens for special improvements installed as of the date of Buyer’s signature hereon, whether assessed or not, and
232 previous years’ taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

233 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.**

234 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
235 to be paid at Closing, except as otherwise provided herein.

236 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
237 One-Half by Buyer and One-Half by Seller Other _____.

238 **15.3. Association Fees and Required Disbursements. [Intentionally Deleted]**

239 **15.4. Local Transfer Tax. [Intentionally Deleted]**

240 **15.5. Sales and Use Tax. [Intentionally Deleted]**

241 **15.6. Private Transfer Fee. [Intentionally Deleted]**

242 **15.7. Water Transfer Fees. [Intentionally Deleted]**

243 **15.8. Utility Transfer Fees. [Intentionally Deleted]**

244 **15.9. FIRPTA and Colorado Withholding.**

245 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
246 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
247 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller **IS** a foreign
248 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
249 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
250 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
251 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if
252 an exemption exists.

253 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
254 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate
255 with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required,
256 Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor
257 to determine if withholding applies or if an exemption exists.

258 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

259 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

260 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate
261 taxes for the year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy**
262 **and Most Recent Assessed Valuation**, **Other** _____.

263 **16.1.2. Rents. [Intentionally Deleted]**

264 **16.1.3. Other Prorations.** Water and sewer charges, and all other regularly-prorated costs and expenses.

265 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

266 **16.2. Association Assessments. [Intentionally Deleted]**

267 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
268 subject to any rights as shown on any matters of record.

269 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
270 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **250** per day (or any part of a day notwithstanding
271 § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.
272

273 **GENERAL PROVISIONS**

274 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-**
275 **THROUGH.** Except as otherwise provided in this Contract, the Property will be delivered in the condition existing as of the date of
276 this Contract, ordinary wear and tear excepted. Notwithstanding the foregoing, Seller makes no representations or warranties
277 regarding the condition of any of Buyer's improvements on the Property as of the date of this Contract or at Closing.

278 **18.1. Causes of Loss, Insurance.** In the event the Property is damaged by fire, other perils or causes of loss prior to Closing
279 (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid
280 by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's
281 reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing**
282 **Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this
283 Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller
284 resulting from damage to the Property, plus the amount of any deductible provided for in the insurance policy. This credit may not
285 exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to
286 extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the
287 right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a
288 written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the

289 amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any
290 deductible that applies to the insurance claim.

291 **18.2. Damage, Inclusions and Services. [Intentionally Deleted]**

292 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
293 result in a taking of all or part of the Property, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has
294 the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective
295 discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property, Buyer is entitled to a
296 credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but
297 such credit will not include relocation benefits or expenses or exceed the Purchase Price.

298 **18.4. Walk-Through and Verification of Condition. [Intentionally Deleted]**

299 **18.5. Home Warranty. [Intentionally Deleted]**

300 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne by
301 the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the
302 growing crops.

303 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that this
304 Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax
305 or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their
306 own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel
307 if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be
308 done timely as this Contract has strict time limits, including deadlines, that must be complied with.

309

310 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means
311 that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered
312 when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following
313 remedies:

314 **20.1. If Buyer is in Default:**

315 **20.1.1. Specific Performance. [Intentionally Deleted]**

316 **20.1.2. Liquidated Damages, Applicable.** Seller may cancel this Contract. In the event of such cancellation, Fifty
317 Thousand and No/100 Dollars (\$50,000.00) must be paid to Seller. It is agreed that the amount specified in this Section is
318 LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4.
319 and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly
320 waives the remedies of specific performance and additional damages.

321 **20.2. If Seller is in Default:**

322 **20.2.1. Specific Performance.** Buyer may elect to treat this Contract as canceled, in which case any funds received
323 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper, specifically to exclude special,
324 exemplary and punitive damages. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver
325 possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has
326 the right to specific performance, but not damages.

327 **20.2.2. Seller's Failure to Perform. [Intentionally Deleted]**

328 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or
329 litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
330 reasonable costs and expenses, including attorney fees, legal fees and expenses.

331 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must
332 first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to
333 resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
334 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and
335 will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute
336 is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's
337 last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and
338 recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not
339 alter any date in this Contract, unless otherwise agreed.

340 **23. EARNEST MONEY DISPUTE. [Intentionally Deleted]**

341 **24. TERMINATION.**

342 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination
343 is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was
344 received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the
345 specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and
346 waives the Right to Terminate under such provision.

347 **24.2. Effect of Termination.** In the event this Contract is terminated, the parties are relieved of all obligations hereunder,
348 subject to §§ 10.4. and 21.

349 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified addenda,
350 constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto,
351 whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this
352 Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in
353 this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor
354 to a party receives the predecessor's benefits and obligations of this Contract.

355 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

356 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
357 § 26.2. and is effective when physically received by such party, or any individual named in this Contract to receive documents or
358 notices for such party.

359 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
360 Seller, or any individual named in this Contract to receive documents or notices for such party, (except any notice or delivery after
361 Closing, cancellation or Termination must be received by the party) at the electronic address of the recipient by email.

362 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
363 of the recipient, or (2) a link or access to a website or server provided the recipient receives the information necessary to access the
364 documents.

365 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with the
366 laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located
367 in Colorado.

368 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** Upon execution by the parties, this document will become a contract between
369 Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy
370 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

371 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to,
372 exercising the rights and obligations set forth in the provisions of **Title Insurance, Record Title and Off-Record Title; New ILC, New**
373 **Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**

374

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

375 **29. ADDITIONAL PROVISIONS.**

376 **29.1. Title.** The Title Commitment and all closing services shall be provided by Land Title Guaranty Company (the "Title
377 Company"), ATTN: Tasha Pinkerton, or closing agent designated by Tasha Pinkerton. All premiums for any endorsements requested
378 by Buyer will be paid by Buyer at Closing; no such endorsements are conditions precedent to the obligation of the parties to close
379 this Contract, nor shall inability to obtain such endorsements or unavailability of any endorsements be based for any objection to title
380 by Buyer.

381 **29.2. Water Rights.** The conveyance of any water rights associated with the Property or Adjacent Properties (as defined below)
382 shall be controlled by the WWSA (as defined below) only and not subject to this Contract.

383 **29.3. Easements.** The provisions of this Section survive the Closing.

384 **29.3.1.** Seller is not reserving easements on the Property at Closing, except as otherwise set forth in this Section
385 29.3.1. Buyer and Seller acknowledge that Seller will need easements from Buyer and Buyer is willing to convey easements for use

386 of the Property, at Closing, at no additional cost to Seller. Prior to Closing, Seller and Buyer agree to negotiate in good faith to establish
387 the scope and location of Seller's easements on the Property. Without limitation, Buyer agrees it will convey one easement that
388 creates a thirty (30) foot wide corridor on the south side of the Property and a thirty (30) foot wide corridor on the north side of the
389 Property on which the Seller can drive cattle to Seller's adjacent properties described in **EXHIBIT C** to this Contract ("Adjacent
390 Properties") in a location mutually agreeable between Buyer and Seller. Buyer cannot unreasonably withhold, condition or delay
391 approval of the scope and location of easements, except that Seller's future easements cannot materially interfere with the Town's
392 use of the Property for water and wastewater infrastructure, in the Town's sole discretion. Buyer shall convey easements to Seller
393 in a form acceptable to both parties at Closing. Seller may obtain title insurance for such easements, at Seller's sole cost and
394 expense. After Closing, and as needed as part of Seller's development of the Adjacent Properties, Buyer and Seller agree to use
395 commercially reasonable efforts to grant any future easements needed on the Property for water and sewer service to the Adjacent
396 Properties, so long as such easements do not materially interfere with Buyer's use of the Property.

397 **29.3.2.** Buyer and Seller acknowledge that Buyer will need easements from Seller and Seller is willing to convey
398 easements for use of Adjacent Properties to Buyer, after Closing, at no additional cost to Buyer if such easements are necessary on
399 the Adjacent Properties to serve the Adjacent Properties only and such easements will not materially interfere with Seller's intended
400 development of the Adjacent Properties. In the event Buyer, after Closing, needs easements across the Adjacent Properties for other
401 reasons (i.e. other than water and sewer service to the Adjacent Properties), Buyer and Seller agree to use commercially reasonable
402 efforts to grant any future easements needed by Buyer on the Adjacent Properties, provided such easements will be given at market
403 rates and must not materially or unreasonably interfere with Seller's development of the Adjacent Properties. After Closing, Seller
404 and Buyer agree to negotiate in good faith to establish the scope and location of Buyer's easements on the Adjacent Properties. Seller
405 cannot unreasonably withhold approval of the scope and location of the easements, except that Buyer's future easements cannot
406 unreasonably interfere with the Seller's development of the Property. Seller will convey easements to Buyer in a form acceptable to
407 both parties. Buyer may obtain title insurance for such easements, at Buyer's sole cost and expense.

408 **29.4. Extraterritorial Water and Wastewater Service Agreement.** The Extraterritorial Water and Wastewater Service
409 Agreement (the "WWSA"), attached as **EXHIBIT D** to this Contract, shall be executed by the parties at Closing. The WWSA shall only
410 take effect upon Closing, and if for any reason the transaction contemplated by this Contract does not proceed to Closing, the WWSA
411 shall be *void ab initio* and of no effect.

412 **29.5. Limited Representations and Warranties of Seller.** Seller represents and warrants to Buyer that as of the date of this
413 Contract, and as of the date of Closing, the following representations and warranties are, and will be, true and correct:

- 414 A. Seller has full power and authority to sign and perform under the terms of this Contract and all ancillary documents;
- 415 B. Seller has good and marketable title to the Property, subject to only the exceptions set forth in Schedule B-II of the
416 Title Commitment.
- 417 C. This Contract constitutes the valid, legal, and binding obligation of Seller, enforceable against Seller in accordance
418 with its terms;
- 419 D. If at any time after Closing, Seller becomes aware of information which causes a representation or warranty
420 contained in this Contract to become untrue or misleading in any material respect, Seller shall promptly disclose said
421 information in writing to Buyer. So long as the information making the representation or warranty untrue is a result of
422 knowledge first gained by Seller (or the occurrence of events first arising) after the Closing and not caused by the gross
423 negligence or intentional misconduct of Seller, Seller shall not be in default under this Contract. Notwithstanding the
424 foregoing, if any of the warranties or representations of Seller set forth in this Section were untrue when made, or are
425 rendered untrue as a result of Seller's negligence or intentional misconduct intentional, wrongful omission or as a result
426 of a default under this Contract by Seller, Seller shall be in default.

427 Seller's representations set forth in this Section shall survive the Closing for a period of nine (9) months.

428 **29.6. Limited Representations and Warranties of Buyer.** Buyer represents and warrants to Seller that as of the date of this
429 Contract, and as of the date of Closing, the following representations and warranties are, and will be, true and correct:

- 430 A. Buyer has full power and authority to sign and perform under the terms of this Contract;

431 B. This Contract constitutes the valid, legal, and binding obligation of Buyer, enforceable against Buyer in accordance
432 with its terms;

433 C. The execution and performance of this Contract do not and will not conflict with, or cause a default or violation of (i)
434 any other agreement to which Buyer is a party or by which Buyer is bound, or (ii) any law applicable to Buyer.

435 Buyer's representations set forth in this Section shall survive the Closing for a period of nine (9) months.

436 **29.7. Severability.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be
437 invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this
438 Contract.

439 **29.8. Counterparts.** This Contract may be executed in several counterparts (all or any of which can consist of facsimile
440 copies) which documents shall be construed together as one agreement.

441 **30. SOLAR ARRAY.** Buyer intends to install solar panels in a solar array (the "**Solar Array**") on the Property post-Closing. Prior to
442 installing such Solar Array, Buyer and Seller will discuss the location and impact of such Solar Array on future development of the
443 Adjacent Properties, and Buyer and Seller hereby agree that prior to installing any such Solar Array, the parties must enter into an
444 agreement in which the Buyer agrees to satisfactorily mitigate any impacts on potential development of Seller's Adjacent Properties
445 and its use, enjoyment and value. The provisions of this Section 30 shall survive the Closing.

446 **31. AS IS PURCHASE.** Buyer, for itself and successors and assigns, acknowledges and agrees that the Property will be conveyed
447 in its "as is", "where is", "with all faults" condition as of the Closing, and Buyer accepts and agrees to all risks regarding all attributes
448 and conditions, latent or otherwise, of the Property. Buyer has made or will make prior to Closing its own inspection and investigation
449 of the Property, including, without limitation, all zoning and regulatory matters pertinent to the applicable Property. Buyer will
450 purchase the Property upon Buyer's own inspection and investigation and not in reliance on any statement, representation,
451 inducement or agreement of Seller except as specifically provided in this Contract. Buyer acknowledges that neither Seller nor
452 anyone acting on behalf of Seller has made (or has an obligation to Buyer to make) any representation, guarantee or warranty
453 whatsoever, either written or oral, concerning the Property except as specifically set forth in this Contract. Except for conditions
454 caused by, and only to the extent caused by, Seller or its trustees, employees, contractors, agents or representatives (Buyer and its
455 employees, contractors, agents or representatives being expressly excluded from any of the foregoing), Seller will have no
456 responsibility, liability or obligation subsequent to Closing with respect to any conditions, including, without limitation, environmental
457 conditions, soils conditions, or as to any other matters whatsoever respecting in any way the Property, and Buyer (for itself and its
458 successors and assigns) hereby fully and forever releases and indemnifies Seller and its trustees, employees, contractors, agents
459 and representatives (except in their respective capacities, if any, as employees, contractors, agents or representatives of Buyer) with
460 respect to such conditions, which release and indemnification obligations of Buyer will survive the Closing pursuant to, or any
461 termination of, this Contract. Accordingly:

462 **31.1. Opportunity to Inspect.** Buyer will inspect and investigate the Property and engage such qualified agents, contractors,
463 engineers or consultants, including, without limitation, environmental consultants, as Buyer deems necessary to make all
464 appropriate inquiry, including but not limited to, assessing water, utility and infrastructure issues and physical conditions on the
465 Property. If Buyer does not terminate this Contract pursuant to a termination right of Buyer under this Contract, then at Closing, Buyer
466 will acquire and accept the Property in its then-existing condition on an "**AS IS, WHERE IS, AND WITH ALL FAULTS**" basis, with no
467 right of set-off or reduction in the Purchase Price.

468 **31.2. No Implied Representations.** Buyer acknowledges and agrees that, except for Seller's express representations and
469 warranties set forth in any instrument of conveyance signed by Seller and delivered to Buyer at Closing ("**Seller's Express
470 Representations**"), NEITHER SELLER NOR ANY TRUSTEE, AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR
471 REPRESENTATIVE OF SELLER HAS MADE, AND SELLER SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES
472 OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF,
473 AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE NATURE, QUANTITY,
474 QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE AREA, OR THE CONDITION WITH RESPECT
475 TO WATER, SOILS OR GEOLOGY, OF THE LAND; (B) THE COSTS OF OWNING, OPERATING, REPAIRING OR MAINTAINING THE
476 PROPERTY; (C) THE MARKETABILITY OF THE PROPERTY, THE EXISTENCE OR AVAILABILITY OF ANY ENTITLEMENTS OR
477 GOVERNMENTAL APPROVALS WITH RESPECT TO THE PROPERTY OR ANY POTENTIAL TO DEVELOP, SUBDIVIDE, ZONE,
478 CONSTRUCT IMPROVEMENTS ON, OR LEASE OR SELL THE PROPERTY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS

479 FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (F) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH
480 ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING,
481 WITHOUT LIMITATION, ANY ENVIRONMENTAL LAW; AND THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS, NEITHER
482 SELLER NOR ANY TRUSTEE, AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF SELLER HAS
483 MADE, AND SELLER SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES CONCERNING HAZARDOUS
484 MATERIALS. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS, BUYER IS
485 RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND NOT UPON ANY INFORMATION PROVIDED BY OR ON
486 BEHALF OF, OR TO BE PROVIDED BY OR ON BEHALF OF, SELLER OR UPON ANY REPRESENTATIONS MADE TO IT BY SELLER OR
487 ANY TRUSTEE, AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR OR REPRESENTATIVE OF SELLER. BUYER FURTHER
488 ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY
489 WAS OR MAY BE OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT
490 INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR
491 COMPLETENESS OF SUCH INFORMATION.

492 **31.3. Waiver and Release.** Except to the extent caused by a breach of any of Seller's Express Representations, Buyer, for
493 Buyer and Buyer's successors and assigns, releases Seller's trustees, agents, employees, officers, directors, shareholders, partners,
494 members, managers, contractors and representatives from, and waives any and all causes of action or claims against any of such
495 persons for (i) any and all liability attributable to any physical condition of or at the Property, including, without limitation, the presence
496 on, under or about the Property of any hazardous materials; (ii) any and all liability resulting from the failure of the Property to comply
497 with any applicable laws, including, without limitation, any environmental law; and (iii) any liabilities, damages or injury arising from,
498 connected with or otherwise caused by statements, opinions or information obtained from any of such persons with respect to the
499 Property.

500 **31.4. Survival.** The provisions of this Section 31 will survive Closing or any earlier termination of this Contract.

501 **32. OTHER DOCUMENTS.** The following documents are a part of this Contract:

502 **31.1 Exhibit A: Form of Special Warranty Deed**

503 **31.2 Exhibit B: Intentionally Omitted**

504 **31.3 Exhibit C: Legal Descriptions of Adjacent Properties**

505 **31.4 Exhibit D: Form of the Extraterritorial Water and Wastewater Service Agreement**

506

507

[Signature Pages Follow]

508

SIGNATURES

509

Buyer's Name: Town of Castle Rock, acting by and through the Castle Rock Water Enterprise

Attest:

Lisa Anderson, Town Clerk

Jason Gray, Mayor Date

Approved as to content:

Address: _____

Mark Marlowe, Director, Castle Rock Water

Phone No.: _____

Approved as to form:

Fax No.: _____

Email Address: _____

Michael J. Hyman, Castle Rock Town Attorney

510 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: The Plum Creek Trust

Patricia M. Rhodes 2/28/24
Patricia M. Rhodes, Co-Trustee Date

Address: 5 Canon Place

Greenwood Village, CO 80111

Phone No.: 303-773-3707

Email Address: PATRHODES2@XATT00.COM

511

512

Seller's Name: The Plum Creek Trust

Andrew W. Rhodes 2-28-24
Andrew W. Rhodes, Co-Trustee Date

Address: 5 Canon Place

Greenwood Village, CO 80111

Phone No.: 303.956.4000

Email Address: andy.rhodes@WSKIES.COM

513

514

515

END OF CONTRACT TO BUY AND SELL REAL ESTATE

**EXHIBIT A
TO CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)**

FORM OF SPECIAL WARRANTY DEED

WHEN RECORDED, MAIL TO:

Attention: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is dated as of the _____ day of March, 2024, between THE PLUM CREEK TRUST ("Grantor"), whose street address is 5 Canon Place, Greenwood Village, Colorado 80111, and THE TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE ("Grantee"), whose street address is 175 Kellogg Court, Castle Rock, Colorado 80109.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, all of that certain real property in the County of Douglas and State of Colorado that is legally described on **Exhibit A** attached hereto (the "Property");

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto 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 Grantor, either in law or equity, of, in and to the Property;

TO HAVE AND TO HOLD the Property unto Grantee forever;

AND Grantor covenants and agrees to and with Grantee, to warrant and defend the quiet and peaceable possession of the Property by Grantee, against every person who lawfully claims the Property or any part thereof, by, through or under Grantor, subject to the leases, tenancies and occupancy agreements affecting any part of the Property, taxes and assessments for the year of Closing and subsequent years, matters that would be shown by a current, complete, and accurate ALTA/NSPS survey of the Property, any matters arising by, through or under Grantee, and all those matters of record set forth on **Exhibit B**.

EXHIBIT A

LEGAL DESCRIPTION

A Parcel of Land located in Section 15, Township 7 South, Range 68 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at the East 1/4 corner of section 15, from whence the Southeast corner of Section 15 bears S 00 Degrees 47 Minutes 06 Seconds E, A distance of 2647.93' (Basis of Bearings).

Thence S00 Degrees 47 Minutes 06 Seconds E, Along the E line of the Southeast Quarter of said Section A distance of 192.37', Thence S 22 Degrees 20 Minutes 40 Seconds W, Departing said line, a distance of 789.62', Thence S 44 Degrees 14 Minutes 11 Seconds W, a distance of 260.35' Thence S 32 Degrees 17 Minutes 33 Degrees W, a distance of 73.77', to the Northerly Right-of-Way of Rio Grande Avenue, as described at Reception No. 20030712139 of the Douglas County Records, Thence N 89 Degrees 46 Minutes 42 Seconds W, along said Right of Way, a distance of 688.60', Thence S 65 Degrees 38 Minutes 29 Seconds W, a distance of 92.70', Thence N 85 degrees 23 Minutes 10 Seconds W, a distance of 185.30', to a point on the Northerly Right of Way of Douglas County Road No. 20, as described in Book 1992 Page 2036 of the Douglas County Records, Thence N 60 Degrees 43 Minutes 39 Seconds W, along said Right-of-Way a distance of 24.96', Thence along the arc of a tangent curve to the left having a radius of 675.00', a central angle of 43 Degrees 52 Minutes 20 Seconds, a chord which bears N 82 degrees 39 Minutes 49 Seconds W 504.32', a distance of 516.86' to a point of tangency, Thence S 75 Degrees 24 Minutes 01 Seconds W a distance of 40.79', Thence along the arc of a tangent curve to the left, having a Radius of 490', a central angle of 16 Degrees 20 Minutes 14 seconds, a chord which bears S 67 Degrees 13 Minutes 54 Seconds W 139.25', a distance of 139.72' to a nontangent line, Thence N 24 Degrees 25 Minutes 15 Seconds W, departing said Right of Way line a distance of 431.39', Thence N 24 Degrees 40 Minutes 30 seconds W, a distance of 442.68', Thence N 18 Degrees 04 Minutes 49 Seconds W, a distance of 141.96', Thence N 19 Degrees 05 Minutes 57 Seconds W, a distance of 385.75', Thence N 19 Degrees 04 Minutes 57 Seconds W, a distance of 563.79', Thence N 01 Degrees 28 Minutes 51 Seconds W, a distance of 276.07', Thence N 01 Degrees 13 Minutes 44 Seconds W, a distance of 381.13', to a point on the North line of the Southeast Quarter of the Northwest Quarter of said Section 15, Thence N 89 Degrees 36 Minutes 58 Seconds E, along said line, a distance of 271.54', to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 15, Thence N 89 Degrees 39 Minutes 28 Seconds E, along the North line of the South half of the Northeast Quarter of said Section 15, a distance of 2609.04' to the Northeast corner of the South half of the Northeast Quarter of said Section 15, Thence S 00 Degrees 48 Minutes 39 Seconds E, along the East line of the South Half of the Northeast Quarter of said Section 15, a distance of 1322.08' to the point of beginning.

Said parcel contains 6,316,200 square feet, or 145.000 acres, more or less.

Basis of Bearings: The East line of the Southeast Quarter of Section 15, Township 7 South, Range 68 West of the 6th principal meridian, monumented by a found 2.5" Aluminum Cap marked "Survey monument 1985 1/4 cor 15 14 LS 6935 Archer and Assoc" at the East Quarter of said Section, and a found 3.5" Aluminum Cap marked "1987 15 14 22 23 Archer and Assoc" at the Southeast corner of said section was found to bear N 00 Degrees 47 Minutes 06 Seconds W by a real time Kinematic Global Positioning System Survey by Zylstra Baker Surveying, Inc. in June of 2006, County of Douglas, State of Colorado.

EXHIBIT B

PERMITTED EXCEPTIONS

[To be inserted prior to Closing]

EXHIBIT C
TO CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)

LEGAL DESCRIPTIONS OF ADJACENT PROPERTIES

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4),
and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4),
of Section 14;

The Southwest Quarter (SW 1/4),
the West Half (W 1/2) of the Southeast Quarter (SE 1/4),
the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4),
the South Half (S 1/2) of the Northeast Quarter (NE 1/4),
the West Half (W 1/2) of the Northwest Quarter (NW 1/4),
and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4),
of Section 15;

The North Half (N 1/2) of the Northwest Quarter (NW 1/4),
the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4),
and the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4),
of Section 22;

All in Township 7 South, Range 68 West of the Sixth Principal Meridian,
County of Douglas, State of Colorado

Except Denver and Rio Grande Railroad Right-of-Way and conveyance of land in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 14,

And except that portion conveyed in Deed recorded May 13, 2003 under Reception No. 200371239.

**EXHIBIT D
TO CONTRACT TO BUY AND SELL REAL
ESTATE (LAND)**

**EXTRATERRITORIAL WATER
AND WASTEWATER SERVICE AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND THE PLUM CREEK TRUST**

DATE: March ___, 2024

PARTIES: TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE, whose address is 175 Kellogg Court, Castle Rock, Colorado, 80109 (the "Town"). **THE PLUM CREEK TRUST**, whose address is 5 Canon Place, Greenwood Village, Colorado 80111 (the "Customer").

RECITALS:

- A. The Town is the owner and operator of municipal water and wastewater systems.
- B. The Customer is owner of a parcel of land in unincorporated Douglas County, Colorado legally described in **EXHIBIT A**, upon which the Town currently owns a reservoir and other water infrastructure (the "Reservoir Property").
- C. The Customer and the Town entered into a Purchase and Sale Agreement dated March 8, 2024 ("PSA") whereby the Town seeks to buy and the Customer seeks to sell the Reservoir Property.
- D. The Customer also owns three other parcels in unincorporated Douglas County, Colorado, legally described in **EXHIBIT B** (collectively the "Property"), which the Customer proposes to develop with up to six hundred (600) single family residences and related appurtenances.
- E. As partial consideration for the Customer's sale of the Reservoir Property to the Town pursuant to the PSA, the Customer seeks to connect the Property to the Town's municipal water system.
- F. The Customer also seeks to connect the Property to the wastewater system to be constructed by the Town pursuant to the Intergovernmental Agreement between the Town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment System dated May 2, 2023 ("Wastewater IGA").
- G. Section 13.12.040 of the Castle Rock Municipal Code ("Code") authorizes the Town to extend water and wastewater services to properties outside the Town's boundaries pursuant to a contract for extraterritorial water and wastewater service, which contract shall specify the terms and conditions for service extension.

H. Concurrently with closing on the Reservoir Property, the parties intend to execute this Agreement to set forth the terms and conditions upon which the Town agrees to provide water and wastewater services to the Property.

AGREEMENT:

NOW, THEREFORE, in consideration of these mutual promises, the Town and the Customer covenant and agree as follows:

1. Condition Concurrent. This Agreement shall be valid and enforceable upon closing on the Reservoir Property, described in **EXHIBIT A**, thereby transferring ownership of the Reservoir Property to the Town.

2. Service Commitment. This Agreement is entered into for the express and intended purpose of committing the Town to furnish water service and wastewater service as necessary to serve up to six hundred (600) single family residences on the Property. The Town shall provide water service and wastewater service, subject to the terms of this Agreement, including but not limited to the dedication of groundwater rights, provision of renewable water rights, payment of all applicable system development fees, renewable water resources fees, service charges, and other applicable fees including a ten (10) percent extraterritorial surcharge based on the Town's then-current in-Town fees and the fees developed for the service area described in the Wastewater IGA, provided, however, that if the Town provides more favorable terms to any other person or entity for extraterritorial service, the same terms will be provided to the Customer. The Town will provide a "Will Serve Letter" and other documents consistent with the requirements of Douglas County, including any requirements under the Wastewater IGA, for the Customer's use in obtaining development rights from Douglas County.

3. Interpretation and Construction. This Agreement shall be interpreted to further the following fundamental concepts, unless expressly provided to the contrary in this Agreement.
 - 3.1. The Property shall receive water service to the same level and standards and be subject to the same requirements as properties and customers within the Town except for a ten (10) percent extraterritorial surcharge on all fees and charges and any other exceptions specifically set forth in this Agreement. The provision of water service will be governed by the Town's then-current Code and then-current regulations, provided, however, that the Code and regulations shall be applied to the Property and properties within the municipal limits of the Town in a uniform and non-discriminatory manner.

 - 3.2. The Property shall receive wastewater service to the same level and standards and be subject to the same requirements as properties and customers within the Highway 85 wastewater service area as shown in the Wastewater IGA ("Highway 85 Service Area"), including any extraterritorial surcharge specified in the Wastewater IGA, except as specifically set forth in this Agreement. The provision of wastewater service will be governed by the Town's then-current Code and then-current regulations, provided, however, that the Code and regulations shall be

applied to the Property and other properties within the Highway 85 Service Area, in accordance with the Wastewater IGA, in a uniform and non-discriminatory manner.

4. Water Main Extension. The Customer shall either extend or enter into a future construction contract with the Town to extend a water main from the Town's municipal water transmission line to the Property ("Water Main Extension") or pay any costs for the Town to obtain transmission capacity in the Dominion Water and Sanitation Eastern Regional Pipeline ("Dominion Pipeline"). The decisions of: (i) whether to construct the Water Main Extension or to obtain capacity in the Dominion Pipeline; and (ii) the location of the connection for water service shall be based on the most cost-effective option for the Customer and the Town. Any extension shall be undertaken in accordance with Chapter 13.08 of the Code and all applicable public works and Castle Rock Water regulations.

5. Water Service Connections. The Customer shall either install or enter into a future construction contract with the Town to install connections to the Water Main Extension or the Dominion Pipeline, as applicable, for: (i) domestic, (ii) irrigation and (iii) fire protection water service. As used herein, "Water Service Connections" means connections to the Water Main Extension or the Dominion Pipeline, as applicable, and all water service lines within the Property, except for lines within individual platted lots. The locations of the Water Service Connections shall be based on the most cost-effective option for the Customer and the Town. The Water Service Connections shall be of sufficient size to meet the needs of the Customer, as reasonably determined by Customer's engineer and approved by the Town. All Water Service Connections shall be undertaken in accordance with Chapter 13.08 of the Code and all applicable public works and Castle Rock Water regulations.

6. Hydrant System. The Customer shall either install or enter into a future construction contract with the Town to install fire hydrants on the Property (the "Hydrant System"). Such installation shall be undertaken in accordance with the recommendations of the Castle Rock Fire Protection District and the requirements set forth in the then-current International Fire Code adopted by the Town, so long as such requirements are also consistent with any requirements of Douglas County or the West Douglas County Fire Protection District.

7. Wastewater Service Connection. The Customer shall either install or enter into a future construction contract with the Town to install a connection to the Highway 85 wastewater collection and treatment system ("Highway 85 System") described in the Wastewater IGA (the "Wastewater Main Connection"). The location of the connection for wastewater service shall be based on the most cost-effective option for the Customer and the Town. Such installation shall be undertaken in accordance with the Wastewater IGA, Chapter 13.08 of the Code and all applicable public works and Castle Rock Water regulations.

8. Wastewater Service Connections. The Town shall install or shall allow the Customer to install connections to the Wastewater Main Extension. As used in this Agreement, "Wastewater Service Connections" means the connections to the Wastewater Main Extension and all sewer service lines within the Property, except for those lines within individual platted lots. The locations

of the Wastewater Service Connections shall be based on the most cost-effective option for the Customer and the Town. The Wastewater Service Connections shall be of sufficient size to meet the needs of the Customer, as reasonably determined by Customer's engineer and approved by the Town. Such installation shall be undertaken in accordance with the Wastewater IGA, Chapter 13.08 of the Code and all applicable public works and Castle Rock Water regulations.

9. Responsibility and Costs. The Customer shall be responsible for obtaining all required easements and permits for connecting to Town's water and wastewater systems, including any permits required by Douglas County. The Customer shall bear all costs and expenses associated with the Water Main Extension, the Water Service Connections, the Hydrant System, Wastewater Main Connection and Wastewater Service Connections, including, but not limited to those associated with: easements; land use approvals; permits, including Town's permit and review fees; planning; designing; financing; materials; and installation and labor. To the extent practical, the Water Main Extension and the Wastewater Main Connection shall be placed in existing easements owned by the Town without charge to Customer for use of the easements. Customer shall not be charged a fee for use of any easements crossing the Property or the Reservoir Property. The Town shall not perform any services for Customer without entering into a future contract that details the scope and cost of services, provided that charges to Customer shall be limited to the Town's actual costs, including administrative costs.

10. Utility Plan Review. The Customer shall submit all plans for the design and installation of the Water Main Extension, the Water Service Connections, the Hydrant System, Wastewater Main Connection and Wastewater Service Connections to the Town for review and approval in advance of construction. The design of the Water Main Extension, Water Service Connections and Hydrant System shall fully comply with the then-current water system design criteria manual. The design of the Wastewater Main Connection and Wastewater Service Connections shall fully comply with the Town's then-current wastewater collection system design criteria manual and any other design criteria required as part of the Wastewater IGA. The Town shall respond to such submissions in such manner and within the same timelines that it responds to submissions related to properties within the Town's service area boundaries.

11. Ownership and Maintenance. Upon completion of the installations to the satisfaction of the Town, the Customer shall convey the Water Main Extension, the Water Service Connections, the Hydrant System, Wastewater Main Connection and Wastewater Service Connections to the Town in accordance with the requirements of Chapter 15.56 of the Code. Thereafter, the Town shall own and be responsible for operation and maintenance of the water and wastewater service lines on the Property outside the individual platted lots. The Customer shall continue to own and be responsible for all operation and maintenance of the water and wastewater service lines within individual platted lots on its Property as provided by Section 13.12.050 of the Code.

12. Exclusivity. The provision of domestic, irrigation and fire protection water service and wastewater service shall be exclusive to the Property. No other connections to the Town water and wastewater systems will be allowed without the prior written consent of the Town.

13. Cost of Water Service. The Customer shall be responsible for paying the one-time Town water system development fee and renewable water resources fee. The Customer shall also be responsible for paying the Town's monthly water service charges. All system development fees and monthly service charges to be paid by the Customer hereunder will be subject to the Town's ten (10) percent extraterritorial surcharge for water and the then-current water rates and fees that are approved by the Town Council. The Town's water rates for delivery to the Property shall be at the Town's standard rates for providing water service within the Town's municipal service area, plus the surcharge. The parties acknowledge that the Town's standard rates are established and assessed in accordance with accepted standards and methods utilized in the industry and that reasonably recover the Town's costs of providing water service within the Town's municipal service area.

14. Cost of Wastewater Service. The Customer shall be responsible for paying the "System Development Fees" as such term is defined in Section 1.Y of the Wastewater IGA. The Customer shall also be responsible for paying the Town's then-current wastewater service charges for the Highway 85 Service Area. All system development fees and monthly service charges to be paid by the Customer hereunder will be subject to the Town's ten (10) percent extraterritorial surcharge, as provided in the Wastewater IGA. The parties acknowledge that the Town's rates for the wastewater for the Property shall be established and assessed in a manner that is in accordance with accepted standards and methods utilized in the industry and that reasonably recover the cost to the Town of providing wastewater service to properties served by the Highway 85 System only, plus the surcharge. The costs for Highway 85 System will not be considered in the establishment of wastewater rates for wastewater service within the Town's service area or for other extraterritorial service other than service via the Highway 85 System.

15. Conservation Standards. The Customer shall comply with the Town's then-current conservation standards, including those described in the then-current Water Efficiency Master Plan. The Customer shall design and install all landscaping for the Property using Coloradoscape design elements in accordance with the Town's then-current landscape and irrigation criteria manual. The Customer shall submit plans for landscaping to the Town that address the Town's water demand concerns for review and approval in advance of installation. The Town shall respond to such submissions in such manner and within the same timelines that it responds to submissions related to properties within the Town's service area boundaries.

16. Water Right Dedication.

16.1. As a condition to receiving water and wastewater services from the Town, the Customer shall convey all right to and interest in the tributary, nontributary and not nontributary water rights associated with the Property, except as detailed herein. The Customer shall reserve and may continue to withdraw or divert and use: i) 0.5 cfs of surface water from the Chandler Seep, decreed for irrigation use in CA 3635, District Court, Water Division No. 1, with an appropriation date of July 7, 1955; ii) three (3) average annual acre feet of Denver aquifer groundwater associated with Well Permit No. 155684; (iii) three (3) average annual acre feet of Denver aquifer groundwater associated with Well Permit No. 221276; and (iv) 20 gpm maximum yield of groundwater associated with Well Permit No.

29001. Future conveyance and dedication of the reserved water rights is described in Section 20.

16.2. Subject to Section 16.1, the Customer shall convey all water rights to the Town by special warranty deed, free of liens, encumbrances or other title defects, in the form attached as **EXHIBIT C**. The conveyance shall transfer to Town the right to use, reuse, lease or sell the water associated under the water rights. The Customer shall execute such further reasonable and additional instruments of conveyance and other documents which Town reasonably determines necessary to grant to the Town the exclusive ownership, management and control of the water rights.

16.3. Subject to Section 16.1, Customer covenants and agrees that it shall refrain from pumping and from allowing third parties to pump any nontributary (NT) and not nontributary (NNT) groundwater underlying the Property (“Property Groundwater”) to ensure that the Town acquires the maximum legal and physical water supply underlying the Property as a condition of water service. Customer’s covenant shall be effective on the date of this Agreement and shall continue until: i) the Property Groundwater is conveyed to the Town; or ii) this Agreement is terminated by the parties. For each subdivision platted for the Property, the NT and NNT Groundwater underlying the subdivision shall be conveyed to the Town at such time as Douglas County approves each Final Plat of a subdivision of the Property (“Plat”).

16.4. The Property Groundwater has not been adjudicated by the District Court, Water Division No. 1 (“Water Court”). The parties estimate that the following average annual volumes underlie the Property using the “Aquifer Determination Tool” created by the Division of Water Resources (“Tool”). The average annual volumes of groundwater shall be determined by a decree of the Water Court at the sole cost and expense of the Town.

<i>Parcel</i>	<i>Aquifer</i>	<i>Estimated Average Annual Allowable Withdrawal (AF)</i>	<i>Type</i>
Western 257.06 acres	Denver	110.43	NNT
	Arapahoe	152.86	NT
	Laramie-Fox Hills	67.83	NT
Eastern 63.75 acres	Denver	29.31	NNT
	Arapahoe	34.79	NT
	Laramie-Fox Hills	16.51	NT
Southern 212.5 acres	Denver	110.33	NNT
	Arapahoe	125.9	NT
	Laramie-Fox Hills	56.26	NT

16.5. Upon closing on the Reservoir Property, the Town will acquire all right to and interest in the NT and NNT groundwater underlying the Reservoir Property by special warranty deed (“Reservoir Property Groundwater”). As partial consideration for the

Customer’s sale of the Reservoir Property to the Town, the Town shall treat the conveyance of the Reservoir Property Groundwater as if it were dedicated to the Town, pursuant to Section 4.04.080 of the Code. The Reservoir Property Groundwater has not been adjudicated by the Water Court. The parties estimate that the following average annual volumes underlie the Reservoir Property using the Tool. The average annual volumes of groundwater shall be determined by the Water Court at the cost and expense of the Town.

<i>Parcel</i>	<i>Aquifer</i>	<i>Estimated Average Annual Allowable Withdrawal (AF)</i>	<i>Type</i>
Reservoir	Denver	63.06	NNT
144.78 acres	Arapahoe	83.22	NT
	Laramie-Fox Hills	37.79	NT

17. Future Easements. The locations of water and wastewater infrastructure needed to provide service to the Property and, thus, the locations of water and wastewater easements are not currently known.

17.1. Water. The Customer agrees to grant to the Town any and all easements on the Property that the Town may need to access, operate, maintain, repair and replace any and all water infrastructure to pump, measure and convey the Property Groundwater, the Reservoir Property Groundwater and/or any renewable water for use by the Town and to provide water service to the Property, at no additional cost to the Town. The Customer and the Town agree to negotiate in good faith as to the locations of such easements, but the Customer cannot unreasonably withhold approval of any easement locations that the Town determines are necessary for the provision of water service for the Property or for withdrawal and conveyance of the Property Groundwater, the Reservoir Property Groundwater or conveyance of renewable water, provided the location of such easements may not prohibit or unreasonably interfere with the Customer’s development or use of the Property. The Town’s requirement to provide water service to the Property is expressly contingent on obtaining acceptable easements for water infrastructure necessary to serve the Property, for withdrawal and conveyance of the Property Groundwater, the Reservoir Property Groundwater and conveyance of renewable water, if necessary. If the Town wishes to use any of the Groundwater or any renewable surface water solely for service outside of the Property, or wishes to place pipelines or other facilities or equipment on the Property solely for service outside of the Property, Customer will negotiate in good faith with the Town to determine reasonable locations that do not prohibit or unreasonably interfere with development or use of the Property and terms of any easements on the Property that may be necessary for such service, including payment of market rate for such easements.

17.2. Wastewater. The Customer agrees to grant to the Town any easements on the Property the Town may need to access, operate, maintain, repair and replace any and all wastewater infrastructure to provide wastewater service to the Property, at no additional cost to the Town. The Customer and the Town agree to negotiate in good faith as to the

locations of such easements, but the Customer cannot unreasonably withhold approval of any easement locations that the Town determines are necessary for the provision of wastewater service to the Property, provided the location of such easements may not prohibit or unreasonably interfere with the Customer's development or use of the Property. The Town's requirement to provide wastewater service to the Property is expressly contingent on obtaining acceptable easements for wastewater infrastructure to serve the Property. If the Town wishes to place pipelines or other facilities or equipment on the Property for the purpose of solely serving properties other than the Property, Customer will negotiate in good faith with the Town to determine reasonable locations that do not prohibit or unreasonably interfere with development or use of the Property and terms of any easements on the Property that may be necessary for such service, including payment of market rate for such easements.

17.3. Third Party Properties. As detailed in Section 9, the Customer is responsible for obtaining all easements needed for water and wastewater service for the Property, including easements on properties owned by third parties. The Town may, at the Town's discretion, exercise its eminent domain powers to acquire easements on properties owned by third parties, if the Customer reasonably determines it is unable to secure the easements. The Customer shall bear all costs of condemnation including but not limited to appraisal, expert witness, attorney's fees, just compensation for the property acquired, if compensation is required, and the Town's actual administrative costs associated with the condemnation, without any surcharge. The Town shall not unreasonably delay, condition or deny the use of its eminent domain powers upon receipt of a written request from the Customer.

18. Water Credit. Under the Code, Denver Basin groundwater is converted into development entitlements, referred to as a "Water Credit." The Water Credit is expressed as a single-family equivalent ("SFE"). SFEs are assigned to residential, commercial and irrigation uses under the Code. The Customer acknowledges that, under Section 4.04.080.D. of the Town's current Code, no Water Credit is awarded for not nontributary groundwater and for nontributary groundwater in the Laramie-Fox Hills aquifer outside of the Town's service area boundaries. The Water Credits for the Property Groundwater may be granted and recorded incrementally over time as the Property Groundwater is conveyed to the Town. Water Credits shall be incrementally granted and recorded in proportion to the amount of Groundwater conveyed to the Town.

18.1. Reservoir Property Water Credits. Upon conveyance of the Reservoir Property Groundwater to the Town, Customer will be granted seventy-five (75) SFEs of Water Credit, which the Town shall record in the Groundwater Bank, as provided in Sections 18.4 and 18.5, below.

18.2. Property Water Credits. Upon conveyance of the Property Groundwater to the Town, the Town shall calculate the Customer's Water Credit based on the Town's then-current Code and regulations using the Estimated Average Annual Allowable Rate of

Withdrawal listed in Paragraph 16.4, above, and such Water Credit shall be granted to Customer and recorded in the Groundwater Bank, as provided in Section 18.4 and 18.5, below.

18.3. Additional Groundwater Dedication. The Town and the Customer agree that the water demand under the groundwater dedication code for the Property has not been determined. Upon the Town's calculation of the water demand under the Code, the Town will determine the groundwater dedication requirement for the development pursuant to Sections 4.04.050 and 4.04.080.C of the Code. If the demand exceeds the number of Water Credits associated with the Property Groundwater and Reservoir Property Groundwater, the Customer shall meet its groundwater dedication requirement in the manner authorized by Section 4.04.080.C.2. of the Code.

18.4. Groundwater Bank. In order to properly account for the Water Credit, Town shall administratively maintain an account designated as the **Plum Creek Trust Groundwater Bank** ("Water Bank"). The Water Bank shall be debited or credited from time to time upon the grant of Water Credits to customer, the Customer's application of any portion of the Water Credit, or adjustments to water demand determinations, in accordance with Section 18.5.

18.5. Application of Water Credit. Unless otherwise directed by the Customer, Water Credit shall be credited or debited to the Water Bank:

18.5.1.1. Upon conveyance of the Reservoir Groundwater or the Property Groundwater to the Town;

18.5.1.2. At the time of Douglas County's approval of one or more plat(s) ("Plat") to the extent the water demand for private and public uses can be determined at such Plat approval;

18.5.1.3. Subsequently adjusted at the time of building/irrigation permit issuance for those uses not accounted for at the time of Plat approval, or as necessary to reflect specific SFE assignment determined at building permit; and

18.5.1.4. At the time all potable and irrigation tap sizes are known for each Plat of the Property.

18.6. Accounting. The Customer may request in writing an accounting of all entries made to the Water Bank and the current balance. Any objections raised by the Customer regarding any entry shall be reviewed by the Town, and the Town shall provide Customer written

notice of the Town's final determination on the accounting. The Town's determination of SFE requirements for properties after such review shall be final and binding, if made in accordance with this Agreement.

18.7. Ownership and Transfer of Water Credit. The Water Credit, or any portion thereof, may be allocated by the Customer, in Customer's discretion, at the time of approval of any Plat within the Property for the use and benefit of the portion of the Property subject to such Plat ("Allocated Water Credit") upon the issuance of notice of such allocation by the Customer to the Town. Upon notification, the Allocated Water Credit may be used exclusively for the portion of the Property subject to such Plat, except that any Allocated Water Credit, or portion thereof, that has been applied to a portion of the Property may be transferred for use on other portions of the Property upon the written request of the Customer and upon the Town's written approval, which shall not be withheld unreasonably.

18.8. Security Interest. The Customer may grant a security interest in the Water Credit to a creditor, provided that such creditor's use of the Water Credit upon foreclosure of the security interest shall be subject to all rights, conditions and restrictions contained in this Section 18, and further provided, however, any Water Credit "debited" from the Water Bank pursuant to Section 18.4 shall no longer be subject to such collateral assignment, irrespective of whether or not the secured party has expressly consented to such application of SFEs.

18.9. Use on Property. The Water Credit may not be assigned or transferred for use on properties other than the Property. Any unused portion of the Water Credit remaining after full buildout of the Property shall revert to the Town, at no cost or obligation to Town.

19. Renewable Water Resources. As a condition to receiving water and wastewater service from the Town, the Customer shall provide new renewable water resources to the Town in accordance with the requirements set forth in Section 4.04.045 of the Code and the Wastewater IGA, except as expressly provided in this Agreement. The Town and the Customer agree that Customer's provision of renewable water resources to the Town per the Code also meets any requirement to provide renewable water resources per the Wastewater IGA. The Town and the Customer agree that the actual maximum water demand for the Property has not been determined. Upon the Town's calculation of the actual maximum water demand, the Town will calculate the number of acre feet of Renewable Water Resources that are required for the development based on the then-current Code. Upon execution of this Agreement, the Town grants the Customer ninety (90) acre feet of credit towards Renewable Water Resources that can be used for the Property only. Thus, the Customer shall be responsible for providing one (1) additional acre foot of Renewable Water Resources for each one (1) additional acre foot of actual maximum water demand in excess of ninety (90) acre feet. The Customer shall do one or a combination of the following to provide sufficient Renewable Water Resources in excess of ninety (90) acre feet: (i) exercise the option detailed in Section 19.1 or ii) acquire sufficient Renewable Water Resources as detailed in Section 19.2.

19.1. Option. Town hereby grants the Customer an option (the "Option") to fund any future Projects on the terms and conditions set forth in this Agreement. "Project(s)" means the Town's (i) acquisition of Renewable Water Resources or (ii) implementation of Irrigation Demand Reduction Measures. "Renewable Water Resources" means (i) Renewable Water Right(s) acceptable to the Town, in the Town's sole discretion, that may be lawfully used, or reasonably changed by the appropriate Water Court for lawful use, within the Town's service area; (ii) facilities used to withdraw, treat, store, and deliver, or to capture, reclaim and reuse Renewable Water; and (iii) property interests, legal rights and entitlements that support the use and delivery of Renewable Water Resources. "Irrigation Demand Reduction Measures" means any renovation of existing landscaping on publicly- or privately-owned irrigated lands served by the Town's water system and undertaken in accordance with the Town Landscape and Irrigation Criteria Manual that results in a verifiable reduction of the then-current water demand for such lands, as determined by the Town in its sole and reasonable discretion. Customer's right to participate in any Project shall be contractually senior to all other entities except the developer of Canyons Far South. The developer of Canyons Far South is the only entity with an option contractually senior to Customer under this Section 19.1.

19.1.1. *Term of Option*. The Option shall commence upon satisfaction of the condition concurrent described in Section 1 and shall terminate on the date upon which the Customer's obligation under Section 19 to provide Renewable Water Resources to the Town has been fully satisfied.

19.1.2. *Option Notice*. As opportunities become available to Town to undertake a Project, Town shall notify the Customer of such opportunity in writing (the "Option Notice"). At a minimum, such notice shall include:

- (i) a description of the Project(s) and the anticipated closing or completion date;
- (ii) the Renewable Water Credit (i.e., the total amount of acre feet that may be credited to the Customer's Renewable Water Resources requirement for the Property);
- (iii) the blended Project Funding Price (i.e., the total payment that the Town will require from the Customer to fund a Project(s), as determined by the Town in its sole and reasonable discretion);
- (iv) the estimated date on which payment of the Project Funding Price to the Town will be due, which shall be only when the Project is reasonably certain to proceed; and

(v) the period of time within which the Customer shall have from the delivery of the Option Notice to determine whether to participate in the Project(s) (the "Consideration Period").

19.1.3. *Consideration Period.* During the Consideration Period, the Customer, at its sole and reasonable discretion, may elect to exercise or decline to exercise the Option for such Project. The Customer may elect to exercise the Option for such Project by paying the blended Project Funding Price on or before the date specified in the Option Notice. The Customer may decline the Option for such Project at any time prior to the expiration of the Consideration Period by providing written notice (the "Declination Notice"). In such event, the Consideration Period for such Project shall terminate as of the delivery of the Declination Notice to the Town. The Customer may also decline by failing to timely exercise the Option for such Project during the applicable Consideration Period. Upon termination of the applicable Consideration Period, the Town may elect to offer the Option to fund such Project(s) to any other entity with a junior contractual priority than the Customer. In no event shall the Customer's decision to decline an Option or failure to exercise an Option to fund a particular Project cause the termination of this Agreement, or otherwise modify the Customer's rights pursuant to the terms of this Agreement to fund future Projects.

19.1.4. *Renewable Water Credit.* Upon exercise of an Option by the Customer, payment in full of the Project Funding Price by the Customer, and closing of the Project by Town, the Town shall deem that Renewable Water Resources have been provided by the Customer within the meaning of Section 19 and grant the Customer a Renewable Water Credit in the amount set forth in the Option Notice. At such time, the Option Notice shall be amended to reflect such payment and concurrent grant and, thereafter, attached as an exhibit to this Agreement and credited to the Renewable Water Bank described in paragraph 19.4. If a Project is not closed by Town for any reason, Town shall notify the Customer and the Project Funding Price shall be returned to the Customer within thirty (30) days following the delivery of such notice. In such event, the Town shall not grant the Customer a Renewable Water Credit. Further, Owner shall have no recourse whatsoever against Town for Town's decision not to close on a Project.

19.1.5. *Recurring Option.* The Customer's rights under this Section 19.1 shall be recurring and shall apply to each Project the Town proposes to acquire or implement, as applicable; provided, however, that upon the Customer's rejection or deemed rejection of an Option as set forth in Section 19.1.3 above, the Customer will have no further rights under this Section 19.1 with respect to that Option only. The Customer's contractual priority as set forth in Section 19.1 shall not be impacted by its election, rejection or deemed rejection of any Option.

Notwithstanding the foregoing, the Town may re-offer any Option previously rejected or deemed rejected to the Customer, if the total amount of Renewable Water Credit from such Project was not fully claimed by any other developments.

19.2. Acquisition. The Customer may convey to the Town Renewable Water Resources, that are not part of a Project, but only if the Town approves of such Renewable Water Resources in advance in writing. The Town shall have sole discretion to approve or deny any Renewable Water Resources that are not part of a Project. The Customer shall provide, at its sole cost and expense, a title opinion on which the Town may rely from a qualified water attorney that concludes that the Customer has good and marketable title, free and clear of all liens and encumbrances to the Renewable Water Resources. Renewable Water Resources shall be conveyed to the Town by special warranty deed generally consistent with the form attached as **EXHIBIT C**, upon which conveyance of said Renewable Water Resources shall be deemed to have been provided to Town within the meaning of this Section 19.

19.3. Condition of Service. The requirement to provide Renewable Water Resources shall be distinctly separate from, and in addition to, the water rights dedication requirement in Sections 16 and 18.2 and the payment of a renewable water resources fee pursuant to Section 13. On or before the issuance of any Plat by Douglas County, the Customer shall provide one (1) acre-foot of Renewable Water Resources to the Town for each one (1) acre-foot of estimated maximum demand for water authorized by said Plat in excess of ninety (90) acre-feet. Town shall not be obligated to provide water service for any portion of the Property for which sufficient Renewable Water Resources have not been provided.

19.4. Renewable Water Resources Bank. In order to properly account for the Renewable Water Credit, the Town shall administratively maintain an account designated as the **Plum Creek Trust Renewable Water Resources Bank** (“Renewable Water Bank”). Upon execution of this Agreement, the Renewable Water Bank shall be credited with ninety (90) acre-feet of Renewable Water Credit. The Renewable Water Bank shall be debited or credited from time to time upon the Customer’s acquisition of additional Renewable Water Resources, application of any portion of the Renewable Water Credit, or adjustment to water demands, in accordance with this Section 19.

19.5. Accounting. The Customer may request in writing an accounting of all entries made to the Renewable Water Bank and the current balance. Any objections raised by the Customer regarding any entry shall be reviewed by the Town and the Town shall provide Customer written notice of the Town’s final determination. The Town's determination of SFE requirements for properties after such review shall be final and binding, if made in accordance with this Agreement.

19.6. Ownership and Transfer of Renewable Credit. The Renewable Credit, or any portion thereof, may be allocated by the Customer, in Customer’s discretion, at the time of approval of any Plat within the Property for the use and benefit of the portion of the Property subject

to such Plat ("Allocated Renewable Credit") upon the issuance of notice of such allocation by the Customer to the Town. Upon notification, the Allocated Renewable Credit may be used exclusively for the portion of the Property subject to such Plat, except that any Allocated Renewable Credit, or portion thereof, that has been applied to a portion of the Property may be transferred for use on other portions of the Property upon the written request of the Customer and upon the Town's written approval, which shall not be withheld unreasonably.

19.7. Security Interest. The Customer may grant a security interest in the Renewable Credit to a creditor, provided that such creditor's use of the Renewable Credit upon foreclosure of the security interest shall be subject to all rights, conditions and restrictions contained in this Section 19, and further provided, however, any Renewable Credit "debited" from the Renewable Water Bank pursuant to Section 19.5 shall no longer be subject to such collateral assignment, irrespective of whether or not the secured party has expressly consented to such application of Renewable Credit.

19.8. Use on Property. The ninety (90) acre-feet of Renewable Water Credit may not be assigned or transferred for use on properties other than the Property. Any unused portion of the ninety (90) acre-feet of Renewable Water Credit remaining after full buildout of the Property or upon termination of this Agreement shall revert to the Town, at no cost or obligation to Town.

19.9. Buy-Back. If Customer: (i) has Renewable Water Credits in its Renewable Water Bank that Customer acquired pursuant to an Option to meet estimated maximum demand in excess of ninety (90) acre-feet; and (i) elects to forgo all water and wastewater services for the Property pursuant to this Agreement, then the Town may, in the Town's sole discretion, agree to buy-back the Renewable Water Credits in excess of ninety (90) acre-feet from the Customer for a purchase price not to exceed the price the Customer purchased such credits from the Town. If the Town elects not to purchase the Renewable Water Credits, then the Town shall allow Customer to offer the Renewable Water Credits in excess of ninety (90) acre-feet to one or more entities with then-current options with the Town to purchase Renewable Water Resources from the Town for a purchase price not to exceed the price Customer purchased such Renewable Water Credits from the Town. The Town has no obligation to purchase the Renewable Water Credits or to cause any third party to purchase the Renewable Water Credits from Customer.

20. Future Water Rights Conveyances.

20.1. The Customer did not dedicate or convey to the Town three (3) average annual acre feet of Denver aquifer groundwater associated with Well Permit No. 155684 and reserved it for domestic use, irrigation and livestock watering for an existing house on the Property (“Ranch House”). The Ranch House is served by a septic system. If the Ranch House connects to the Town’s water system and is on a subdivided parcel of less than three (3) acres then the Customer shall convey to the Town the three (3) average annual acre-feet of Denver aquifer groundwater by special warranty deed generally consistent with the form attached as **EXHIBIT C** and assign Well Permit No. 155684 to the Town, without any additional compensation. The Customer will not receive any additional Water Credit for the conveyance of Well Permit No. 155684 and the associated right to withdraw three (3) average annual acre feet of Denver aquifer groundwater.

20.2. The Customer did not dedicate or convey to the Town 0.5 cfs of surface water from the Chandler Seep, decreed for irrigation use in CA 3635, District Court, Water Division No. 1, with an appropriation date of July 7, 1955 and reserved it for use on the property on which Ranch House is located. If the land on which Ranch House is located is subdivided into a parcel of less than three (3) acres and connects to the Town’s water system, then the Customer shall convey to the Town the water right associated with the Chandler Seep by special warranty deed generally consistent with the form attached as **EXHIBIT C**, without any additional compensation. The Customer will not receive any additional Renewable Water Resources credit for the conveyance of the CA 3635 water right.

20.3. The Customer did not dedicate or convey to the Town three (3) average annual acre feet of Denver aquifer groundwater associated with Well Permit No. 221276 to the Town and reserved it for fire protection, domestic use, irrigation and livestock watering. When the Property Groundwater beneath the parcel where the well for Well Permit No. 221276 is located is conveyed to the Town, the Customer shall convey to the Town the three (3) average annual acre-feet of Denver aquifer groundwater by special warranty deed generally consistent with the form attached as **EXHIBIT C** and assign Well Permit No. 221276 to the Town, without any additional compensation. The Customer will not receive any additional Water Credit for the conveyance of Well Permit No. 221276 and the associated right to withdraw three (3) average annual acre feet of Denver aquifer groundwater.

20.4. The Customer did not dedicate or convey twenty (20) gallons per minute maximum rate of withdrawal of the Denver aquifer groundwater associated with Well Permit No. 29001 to the Town and reserved it for livestock watering. When the Groundwater beneath the parcel where the well for Well Permit No. 29001 is located is conveyed to the Town, the Customer shall convey to the Town the twenty (20) gallons per minute maximum rate of withdrawal of the Denver aquifer groundwater by special warranty deed generally consistent with the form attached as **EXHIBIT C** and assign Well Permit No. 29001 to the Town, without any additional compensation. The Customer will not receive any additional

Water Credit for the conveyance of Well Permit No. 29001 and the associated right to withdraw twenty (20) gallons per minute maximum rate of Denver aquifer groundwater.

21. Commencement of Development. Except as provided otherwise herein, execution of this Agreement by the Customer does not create any obligation upon Customer to commence or complete development of the Property within any particular timeframe.

22. No Statements of Opposition. The Customer hereby agrees that it shall not file a statement of opposition or otherwise participate as a party in existing or future water court applications or Colorado Groundwater Commission applications filed by the Town related to the Property Groundwater, the Reservoir Property Groundwater or any renewable water rights that can be used to serve the Property, so long as the Town has the contractual obligation to provide water and wastewater service for the Property.

23. Notice. Any notice allowed or required to be given under this Agreement shall be in writing and shall be deemed given when delivered (i) personally, or (ii) by confirmed email transmission, or (iii) on the first business day which is three (3) days following mailing by certified or registered mail, return receipt requested, postage prepaid, or (iv) the next business day after dispatch by nationally recognized overnight delivery service, in any event, addressed to the party's address as follows:

To Town: Director Castle Rock Water
Town of Castle Rock 175 Kellogg Court
Castle Rock, CO 80109
mmarlowe@crgov.com

With a copy to: Town Attorney
Town of Castle Rock 100 Wilcox Steet
Castle Rock, CO 80104
mhyman@crgov.com

Madoline Wallace-Gross
Lyons Gaddis, PC
950 Spruce Street, Unit 1-B
Louisville, CO 80027
mwg@lyonsgaddis.com

To Customer: The Plum Creek Trust
5 Canon Place
Greenwood Village, CO 80111
brhodes@eidebailly.com

With a copy to: Scott Clark
Burns, Figa & Will, P.C.
6400 S. Fiddler's Green Cir. #1000
Greenwood Village, CO 80111
sclark@bflaw.com

Thomas J. Ragonetti, Rachel D. Van Amburg
Otten Johnson Robinson Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
tjr@ottenjohnson.com,
rvanamburg@ottenjohnson.com

24. Complete Agreement. Other than the PSA between the Parties, the Agreement supersedes any and all prior agreements, written and verbal, between the parties and constitutes the complete and entire agreement of the parties. Any provisions of the PSA that survive closing on the Reservoir Property remain valid.
25. Modification. This Agreement shall be modified in writing only, which writing must be executed by both parties in order to be effective.
26. Binding Effect This Agreement shall be binding on the parties and their respective successors and assigns.
27. Assignment. Owner may, in its sole discretion, assign its rights and obligations under this Agreement, with prior written consent from the Town. The Town's written consent shall not be unreasonably withheld.
28. Headings for Convenience Only. The paragraph headings are for convenience only and the substantive portions hereof control without regard to the headings.
29. Controlling Law and Venue. This Contract shall be governed under, and construed pursuant to, the laws of the State of Colorado. Venue shall be the District Court, Douglas County.
30. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court or arbitrator.

TOWN:

ATTEST:

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

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

EXHIBIT LIST

- A. Reservoir Property
- B. Property
- C. Form of Special Warranty Deed

Exhibit A

Legal Description of the Reservoir Property

A Parcel of Land located in Section 15, Township 7 South, Range 68 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at the East 1/4 corner of section 15, from whence the Southeast corner of Section 15 bears S 00 Degrees 47 Minutes 06 Seconds E, A distance of 2647.93' (Basis of Bearings).

Thence S00 Degrees 47 Minutes 06 Seconds E, Along the E line of the Southeast Quarter of said Section A distance of 192.37', Thence S 22 Degrees 20 Minutes 40 Seconds W, Departing said line, a distance of 789.62', Thence S 44 Degrees 14 Minutes 11 Seconds W, a distance of 260.35' Thence S 32 Degrees 17 Minutes 33 Degrees W, a distance of 73.77', to the Northerly Right-of-Way of Rio Grande Avenue, as described at Reception No. 20030712139 of the Douglas County Records, Thence N 89 Degrees 46 Minutes 42 Seconds W, along said Right of Way, a distance of 688.60', Thence S 65 Degrees 38 Minutes 29 Seconds W, a distance of 92.70', Thence N 85 degrees 23 Minutes 10 Seconds W, a distance of 185.30', to a point on the Northerly Right of Way of Douglas County Road No. 20, as described in Book 1992 Page 2036 of the Douglas County Records, Thence N 60 Degrees 43 Minutes 39 Seconds W, along said Right-of-Way a distance of 24.96', Thence along the arc of a tangent curve to the left having a radius of 675.00', a central angle of 43 Degrees 52 Minutes 20 Seconds, a chord which bears N 82 degrees 39 Minutes 49 Seconds W 504.32', a distance of 516.86' to a point of tangency, Thence S 75 Degrees 24 Minutes 01 Seconds W a distance of 40.79', Thence along the arc of a tangent curve to the left, having a Radius of 490', a central angle of 16 Degrees 20 Minutes 14 seconds, a chord which bears S 67 Degrees 13 Minutes 54 Seconds W 139.25', a distance of 139.72' to a nontangent line, Thence N 24 Degrees 25 Minutes 15 Seconds W, departing said Right of Way line a distance of 431.39', Thence N 24 Degrees 40 Minutes 30 seconds W, a distance of 442.68', Thence N 18 Degrees 04 Minutes 49 Seconds W, a distance of 141.96', Thence N 19 Degrees 05 Minutes 57 Seconds W, a distance of 385.75', Thence N 19 Degrees 04 Minutes 57 Seconds W, a distance of 563.79', Thence N 01 Degrees 28 Minutes 51 Seconds W, a distance of 276.07', Thence N 01 Degrees 13 Minutes 44 Seconds W, a distance of 381.13', to a point on the North line of the Southeast Quarter of the Northwest Quarter of said Section 15, Thence N 89 Degrees 36 Minutes 58 Seconds E, along said line, a distance of 271.54', to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 15, Thence N 89 Degrees 39 Minutes 28 Seconds E, along the North line of the South half of the Northeast Quarter of said Section 15, a distance of 2609.04' to the Northeast corner of the South half of the Northeast Quarter of said Section 15, Thence S 00 Degrees 48 Minutes 39 Seconds E, along the East line of the South Half of the Northeast Quarter of said Section 15, a distance of 1322.08' to the point of beginning.

Said parcel contains 6,316,200 square feet, or 145.000 acres, more or less.

Basis of Bearings: The East line of the Southeast Quarter of Section 15, Township 7 South, Range 68 West of the 6th principal meridian, monumented by a found 2.5" Aluminum Cap marked "Survey monument 1985 1/4 cor 15 14 LS 6935 Archer and Assoc" at the East Quarter of said Section, and a found 3.5" Aluminum Cap marked "1987 15 14 22 23 Archer and Assoc" at the Southeast corner of said section was found to bear N 00 Degrees 47 Minutes 06 Seconds W by a real time Kinematic Global Positioning System Survey by Zylstra Baker Surveying, Inc. in June of 2006, County of Douglas, State of Colorado.

Exhibit B

Legal Description of the Property

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4),
and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4),
of Section 14;

The Southwest Quarter (SW 1/4),
the West Half (W 1/2) of the Southeast Quarter (SE 1/4),
the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4),
the South Half (S 1/2) of the Northeast Quarter (NE 1/4),
the West Half (W 1/2) of the Northwest Quarter (NW 1/4),
and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4),
of Section 15;

The North Half (N 1/2) of the Northwest Quarter (NW 1/4),
the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4),
and the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4),
of Section 22;

All in Township 7 South, Range 68 West of the Sixth Principal Meridian,
County of Douglas, State of Colorado

Except Denver and Rio Grande Railroad Right-of-Way and conveyance of land in the Southwest
Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Northwest Quarter (NW 1/4) of the
Southwest Quarter (SW 1/4) of Section 14,

And except that portion conveyed in Deed recorded May 13, 2003 under Reception No. 200371239.

Exhibit C

**Form of Special Warranty Deed
(Water Rights)**

**SPECIAL WARRANTY DEED
(Water Rights)**

THIS SPECIAL WARRANTY DEED, made this ___ day of March, 2024, between The Plum Creek Trust, hereinafter referred to as “Grantor” and **THE TOWN OF CASTLE ROCK**, a home rule municipal corporation of the State of Colorado, acting by and through the **CASTLE ROCK WATER ENTERPRISE**, hereinafter referred to as “Grantee.”

WITNESSETH, that Grantor, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto the Grantee, and Grantee’s heirs, successors, and assigns forever, all water and water rights situate, lying and being in the County of Douglas, State of Colorado, described as follows:

See *Exhibit 1*, attached hereto and incorporated herein by this reference.

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

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee’s heirs, successors, and assigns forever. Grantor, for Grantor and Grantor’s heirs, successors, and assigns, does covenant and agree that Grantor shall and will **WARRANT AND FOREVER DEFEND** title to the above bargained water and water rights in the quiet and peaceable possession of Grantee, and Grantee’s heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to statutory exceptions. Grantor does not warrant any particular yield or historic consumptive use of the water and water rights.

(Signature pages follow)

EXHIBIT 1
Description of Water Rights

[To be inserted prior to Closing]