

**RESOLUTION NO. 2021-**

**A RESOLUTION ACCEPTING THE DONATION OF REAL PROPERTY  
FROM THE ESTATE OF ROBERT F. METZLER; APPROVING THE  
PURCHASE OF REMAINING WATER BANK CREDITS ASSOCIATED  
WITH THE METZLER RANCH PLANNED DEVELOPMENT; AND  
AUTHORIZING THE EXECUTION OF ALL DOCUMENTS  
EVIDENCING SUCH DONATION AND PURCHASE**

**WHEREAS**, the 60.58-acre Metzler Homestead, located at 3183 Crowfoot Valley Road in the Town of Castle Rock (the “Town”), is the lone remaining undeveloped parcel in the Metzler Ranch Planned Development (the “Metzler Ranch PD”), a 770-acre area that was annexed and zoned into the Town in 1984; and

**WHEREAS**, the Metzler Homestead was first settled in the 1890’s and remained a working farm and the primary residence for the Metzler family for many years, but has been unoccupied for much of the past decade; and

**WHEREAS**, the owner of the Metzler Homestead, Robert F. Metzler, had envisioned that the property would be preserved as open space and utilized by the general public for passive recreation and education in perpetuity; and

**WHEREAS**, sadly, Mr. Metzler passed away in July of 2020, before his vision could be fully realized; and

**WHEREAS**, since that time, the Town has worked diligently with the personal representative of Mr. Metzler’s estate and the Douglas Land Conservancy to make Mr. Metzler’s vision a reality; and

**WHEREAS**, the Town Council finds and determines that it is in the best interests of the Town’s residents to accept the donation of the Metzler Homestead subject to the terms and conditions set forth in this Resolution; and

**WHEREAS**, as a condition of the donation of the Metzler Homestead to the Town, the personal representative of Mr. Metzler’s estate has requested that the Town purchase all of credits that remain in the water banks established for the development of property within the Metzler Ranch PD; and

**WHEREAS**, the Town Council finds and determines that, in acknowledgement of the significant benefit to the Town’s residents of adding the Metzler Homestead to the Town’s open space portfolio, this condition is inherently reasonable.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:**

**Section 1. Acceptance of Donation.** The Town Council hereby accepts the donation of the following parcels of real property, consisting of the Metzler Homestead and two remnant parcels owned by the Estate of Robert F. Metzler, subject to the following terms and conditions:

- a) An approximately 49.58-acre parcel of land, as more particularly described in the Personal Representative's Bargain and Sale Deed attached hereto as ***Exhibit 1***, subject to the requirements of the Personal Representative's Deed of Conservation Easement attached hereto as ***Exhibit 2***;
- b) An approximately 11.00-acre parcel of land, as more particularly described in the Personal Representative's Bargain and Sale Deed attached hereto as ***Exhibit 3***, subject to the Declaration of Restrictive Covenants attached hereto as ***Exhibit 4***;
- c) An approximately 0.020-acre parcel of land, as more particularly described in the land parcel description attached hereto as ***Exhibit 5***; and
- d) An approximately 0.289-acre parcel of land, as more particularly described in the land parcel description attached hereto as ***Exhibit 6***.

**Section 2. Approval of Deeds.** The deeds attached hereto as ***Exhibits 1, 3, 5, and 6*** are hereby approved in substantially the form attached hereto, provided that the deeds may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution and as the Town Manager shall approve, the execution thereof being deemed conclusive approval of any such changes by the Town. The Mayor and other proper Town officials are hereby authorized to execute the deeds by and on behalf of the Town and to take all action necessary or appropriate to effectuate the provisions of this Resolution.

**Section 3. Approval of the Purchase of Water Bank Credits.** The Metzler SFE Purchase Agreement attached hereto as ***Exhibit 7*** and related Assignment and Bill of Sale attached hereto as ***Exhibit 8*** are hereby approved in substantially the form attached hereto, provided that these documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution and as the Town Manager shall approve, the execution thereof being deemed conclusive approval of any such changes by the Town. The Town Manager and other proper Town officials are hereby authorized to execute these documents by and on behalf of the Town and to take all action necessary or appropriate to effectuate the provisions of this Resolution.

**Section 4. Acknowledgement and Designation.** The Town Council wishes to acknowledge Robert F. Metzler and the Metzler Family for their many contributions to the betterment of the Town, Douglas County, and the State of Colorado and, on behalf of the Town and its residents, to express its sincere gratitude for this precious gift of open space. In recognition thereof, the Town Council hereby declares that the parcel described in the attached ***Exhibit 1*** shall, from this day forward, be designated as the "Metzler Family Open Space."

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of June, 2021, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
David L. Corliss, Town Manager

## PERSONAL REPRESENTATIVE'S BARGAIN AND SALE DEED

THIS PERSONAL REPRESENTATIVE'S BARGAIN AND SALE DEED ("Deed") is granted on this \_\_\_\_ day of June, 2021, by **EDWARD N. BARAD, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ROBERT F. METZLER**, whose address is Brownstein Hyatt Farber Schreck, LLP, 410 17th Street, 22nd Floor, Denver, Colorado 80202, (hereinafter "Grantor"), and the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 (hereinafter "Grantee").

### WITNESSETH:

**THAT GRANTOR**, who was appointed Personal Representative of the Estate of Robert F. Metzler by the District Court in and for the County of Clear Creek, Colorado, Probate No. 2020PR30018, on July 14, 2020, and is now qualified and acting in that capacity, has sold and conveyed, and by these presents does sell and convey in fee simple, unto Grantee, its successors and assigns forever, all of the real property, together with the improvements, if any, situate, lying and being in the County of Douglas, State of Colorado, described as follows:

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

**\*\* THIS DEED IS EXEMPT FROM PAYMENT OF THE DOCUMENTARY FEE  
PURSUANT TO C.R.S. §39-13-104(1)(a)\*\***

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

**TO HAVE AND TO HOLD** the Property above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever, subject, however, to all matters recorded or unrecorded, real property taxes and matters that would be disclosed by a survey or other inspection of the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the following restrictions, rights, covenants and agreements, each of which shall be binding upon Grantee (referred to below as the "Town") and its successors and assigns and shall run with and burden the Property and its appurtenant rights and interests. These restrictions and covenants are referred to as the "Deed Covenants."

1. Conservation Easement. It is the intent of Grantor that the Property remain in a predominately natural condition and be utilized for passive public recreation and education in perpetuity, except as other uses are permitted under Section 4 of the Conservation Easement

(defined below). Accordingly, concurrently with acquisition of the Property pursuant to this Deed, Grantor has granted to Douglas Land Conservancy (“DLC”) a conservation easement interest pursuant to a Deed of Conservation Easement (the “Conservation Easement”) to be recorded immediately prior to this Deed. By this Deed, Grantor assigns to the Town, and the Town assumes, all of Grantor’s rights and responsibilities under the Conservation Easement.

2. Maintenance of the Property. The Town shall maintain the Property in perpetuity consistent with the terms, conditions and restrictions of this Deed and the Conservation Easement. The Town will properly maintain any newly constructed structures permitted under the Conservation Easement and all existing structures currently located on the Property in good repair and condition, provided, however, that the Town may remove any structures, excepting the silo, that the Town chooses not to retain. With respect to the silo, it is understood by the Grantor and the Town that the silo is in such a state of deterioration and disrepair that it is no longer safe for use. Within eighteen (18) months following conveyance of the Property, the Town, at its sole option and expense, shall either: (i) conduct an appropriate professional repair of the existing silo using generally like or similar visible material to ensure its safety and structural integrity; or (ii) replace the existing silo in a professional manner with a functional silo structure of like or similar size and height, using generally like or similar visible material. Once the silo is either repaired or replaced, the Town shall be solely responsible for its continuing maintenance and repair. With respect to any aspect of use or maintenance of the Property not addressed in the Conservation Easement, the Town will maintain the Property consistent with Grantor’s intent as stated in Section 1, above, and to the same standard that the Town maintains similar open space and trails.

3. Designation of the Property. The Property shall be designated the “Metzler Family Open Space,” which designation shall be perpetual and shall not be removed or otherwise changed by the Town. The Town, at its sole expense, shall make all reasonable best efforts to designate the property on all Town maps and Town Parks and Recreation materials available to the public as the “Metzler Family Open Space” as graphic design spacing may allow.

4. Signage. Within six (6) months following conveyance of the Property, the Town, at its sole expense, shall install a minimum of two (2) signs, visible from either Founders Parkway, East Allen Street, or Crowfoot Valley Road, identifying the Property as the “Metzler Family Open Space.” Within eighteen (18) months following conveyance of the Property, the Town, at its sole expense, shall install a minimum of two (2) professionally-designed and manufactured interpretative signs on the Property that shall be publicly accessible and viewable by individuals walking on the trails to be located on the Property. The interpretative signs shall describe, with narrative text and appropriate photos, the history of the Property, including highlights detailing the careers and contributions of Robert and Rosemary Metzler and their family and expressing Robert Metzler’s desire that the Metzler Family Open Space be available for public enjoyment and education.

5. Default by Grantee. If Grantee or its successors or assigns breaches these Deed Covenants, Grantor or his appointee shall have the right, in addition to any other remedies available

at law or in equity, to prosecute a proceeding at law or in equity against the person or persons who have breached or are attempting to breach the Deed Covenants, including, but not limited to, an action for specific performance of the obligations in this Deed. In the event Grantor or his appointee institutes and is the prevailing party under legal proceedings with respect to the Deed Covenants or this Deed, Grantor or his appointee shall be entitled to recover, in addition to any of the relief it is entitled to by law or in equity, their costs and expenses incurred in connection with such legal proceedings including, without limitation, reasonable attorneys' fees.

6. Amendment. No amendments, waivers or modifications of the terms and provisions contained in this Deed, and no acceptances, consents or waivers by Grantor under this Deed, shall be valid or binding unless in writing and executed by the party to be bound thereby.

7. Runs With Land. The rights and responsibilities set forth in this Deed, including the Deed Covenants are intended to be covenants on the Property and shall run with the land, and they shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**GRANTOR:**

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

Witness my official hand and seal.  
My commission expires:

(S E A L)

**GRANTEE:**

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

\_\_\_\_\_  
Michael Hyman, Town Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock,  
Colorado.

Witness my official hand and seal.  
My commission expires:

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



## **EXHIBIT A**

### **Legal Description of the Property**



## **LEGAL DESCRIPTION METZLER CONSERVATION EASEMENT**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., INCLUDING A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 2019047013 OF THE DOUGLAS COUNTY CLERK AND RECORDER OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 25, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6935 WHENCE A LINE TO THE SOUTHWEST CORNER OF SAID SECTION 25, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6395 BEARS S 00°05'11" E, A DISTANCE OF 2673.60 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID - NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID NORTH LINE ALSO BEING THE SOUTHERLY LINE OF BROOKWOOD SUBDIVISION FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 2006019898 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE S 89°43'49" E, A DISTANCE OF 633.14 FEET TO THE MOST EASTERLY CORNER OF TRACT D, METZLER RANCH FILING NO.3 AS RECORDED UNDER RECEPTION NO. 01055443 OF SAID CLERK'S OFFICE, SAID CORNER BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE S 89°43'49" E, A DISTANCE OF 1113.79 FEET TO A CORNER OF A RIGHT OF WAY PARCEL DESCRIBED UNDER RECEPTION NO. 2018072620 OF SAID CLERK'S OFFICE;

THENCE ALONG THE WESTERLY AND NORTHERLY RIGHT OF WAY LINE AS DESCRIBED UNDER SAID RECEPTION NO. 2018072620 THE FOLLOWING TWELVE (12) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 979.50 FEET, A CENTRAL ANGLE OF 06°30'28", AN ARC LENGTH OF 111.25 FEET, WHOSE CHORD BEARS S 40°25'51" W, A DISTANCE OF 111.19 FEET;
- 2) S 46°54'00" E, A DISTANCE OF 13.52 FEET; 3) S 43°59'13" W, A DISTANCE OF 477.96 FEET;
- 4) N 46°00'47" W, A DISTANCE OF 13.50 FEET; 5) S 43°59'13" W, A DISTANCE OF 196.56 FEET;



6) ALONG A CURVE TO THE LEFT WITH A RADIUS OF 371.00 FEET, A CENTRAL ANGLE OF 48°23'58", AN ARC LENGTH OF 313.40 FEET, WHOSE CHORD BEARS S 19°47'14" W, A DISTANCE OF 304.16 FEET;

7) S 04°23'49" E, A DISTANCE OF 18.97 FEET;

8) ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 223.99 FEET, A CENTRAL ANGLE OF 16°15'42", AN ARC LENGTH OF 63.57 FEET, WHOSE CHORD BEARS S 03°43'04" W, A DISTANCE OF 63.36 FEET;

9) ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 73.74 FEET, A CENTRAL ANGLE OF 63°39'00", AN ARC LENGTH OF 81.92 FEET, WHOSE CHORD BEARS S 46°27'19" W, A DISTANCE OF 77.77 FEET;

10) ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 1017.00 FEET, A CENTRAL ANGLE OF 27°49'22", AN ARC LENGTH OF 493.85 FEET, WHOSE CHORD BEARS S 68°09'35" W, A DISTANCE OF 489.01 FEET;

11) S 54°11'38" W, A DISTANCE OF 103.55 FEET;

12) S 54°14'54" W, A DISTANCE OF 1111.94 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE N 35°45'06" W, A DISTANCE OF 333.39 FEET;

THENCE N 60°48'09" W, A DISTANCE OF 356.67 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT D, METZLER RANCH FILING NO.7 AS RECORDED UNDER RECEPTION NO. 2004025301 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID SOUTHEASTERLY LINE N 29°11'51" E, A DISTANCE OF 432.00 FEET TO A COMMON CORNER OF SAID TRACT D AND TRACT A, SAID METZLER RANCH FILING NO.7;

THENCE ALONG A SOUTHERLY AND SOUTHEASTERLY LINE OF SAID TRACT A THE FOLLOWING TWO (2) COURSES:

1) N 89°40'22" E, A DISTANCE OF 77.00 FEET;

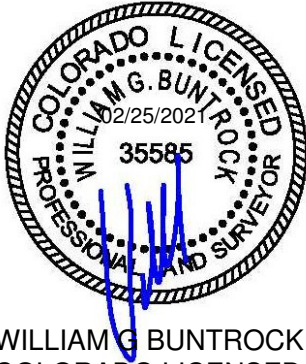
2) N 32°04'47" E, A DISTANCE OF 668.62 FEET TO A COMMON CORNER OF SAID TRACT A AND TRACT D OF SAID METZLER RANCH FILING NO.3;

THENCE ALONG THE SOUTHERLY AND SOUTHEASTERLY LINE OF SAID TRACT D, METZLER RANCH FILING NO.3 THE FOLLOWING TWO (2) COURSES:

1) N 89°40'22" E, A DISTANCE OF 385.59 FEET; 2) N 45°28'26" E, A DISTANCE OF 710.64 FEET TO THE **POINT OF BEGINNING.**



THE ABOVE DESCRIPTION CONTAINS 2,159,682 SQUARE FEET OR 49.58 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS  
COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC TN 21007 R2

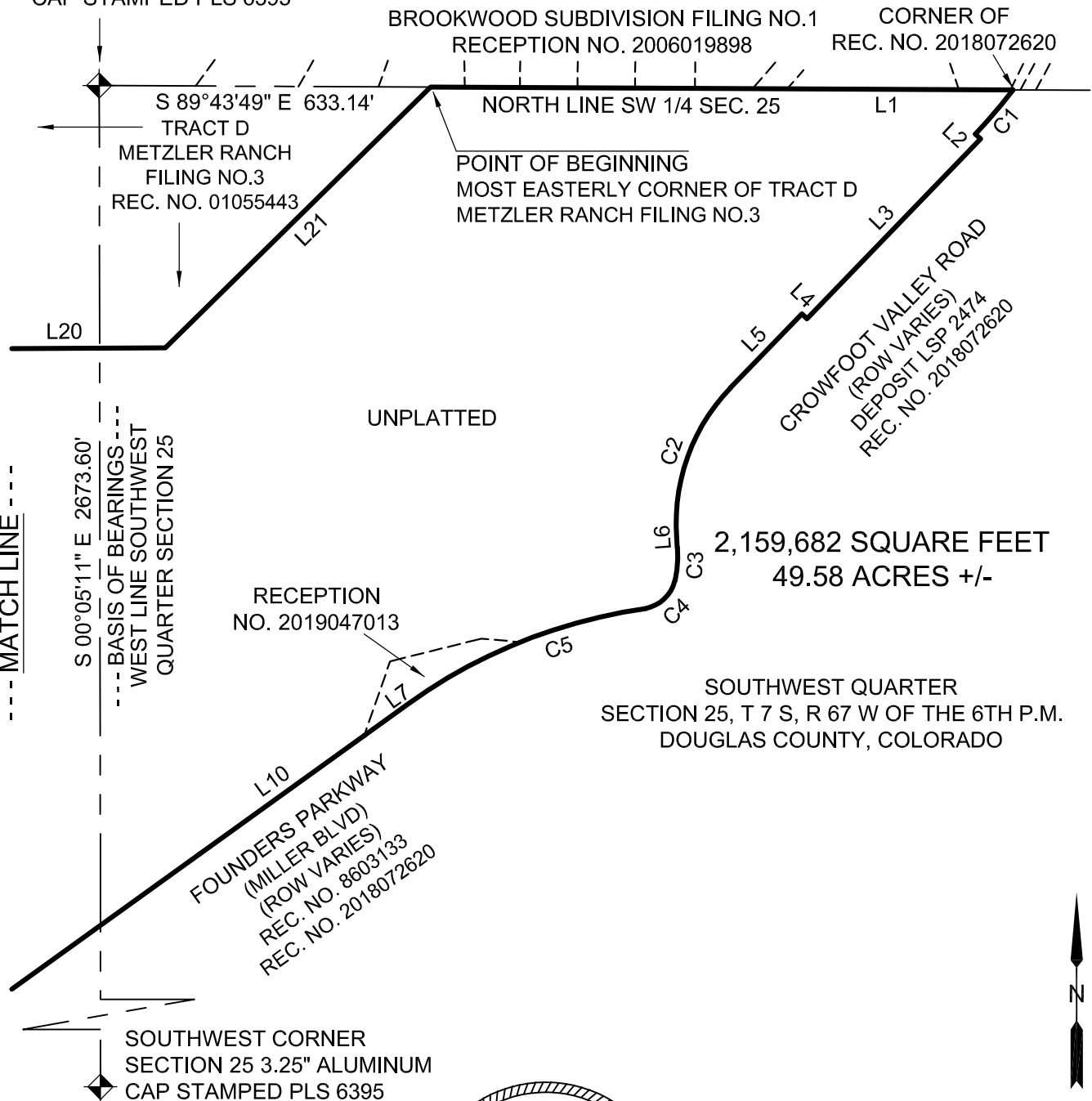
NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

POINT OF COMMENCEMENT  
WEST QUARTER CORNER  
SECTION 25 2.5" ALUMINUM  
CAP STAMPED PLS 6395

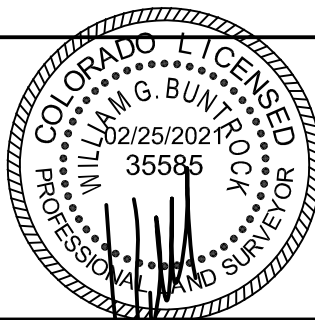
# EXHIBIT A

## PAGE 4 OF 5

METZLER CONSERVATION  
EASEMENT



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



R2

DATE	02/25/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21007
HORZ. SCALE	1" = 300'

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

2,159,682 SQUARE FEET  
49.58 ACRES +/-

# EXHIBIT A

## PAGE 5 OF 5

METZLER CONSERVATION  
EASEMENT



SOUTHEAST QUARTER  
SECTION 26, T 7 S, R 67 W OF THE 6TH P.M.  
DOUGLAS COUNTY, COLORADO

TRACT D  
METZLER RANCH  
FILING NO.3  
REC. NO. 01055443

TRACT A  
METZLER RANCH FILING NO.7  
RECEPTION NO. 2004025301

TRACT D  
METZLER RANCH FILING NO.7  
RECEPTION NO. 2004025301

COMMON CORNER  
TRACT A AND TRACT D

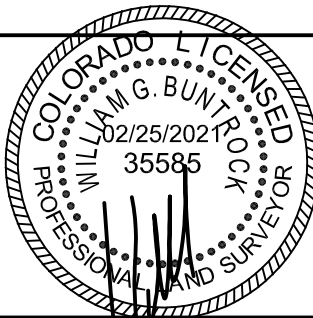
--- MATCH LINE ---

LINE	BEARING	DISTANCE
L1	S 89°43'49" E	1113.79'
L2	S 46°54'00" E	13.52'
L3	S 43°59'13" W	477.96'
L4	N 46°00'47" W	13.50'
L5	S 43°59'13" W	196.56'
L6	S 04°23'49" E	18.97'
L7	S 54°11'38" W	103.55'
L10	S 54°14'54" W	1111.94'
L15	N 35°45'06" W	333.39'
L16	N 60°48'09" W	356.67'
L17	N 29°11'51" E	432.00'
L18	N 89°40'22" E	77.00'
L19	N 32°04'47" E	668.62'
L20	N 89°40'22" E	385.59'
L21	N 45°28'26" E	710.64'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	6°30'28"	979.50'	111.25'	S 40°25'51" W	111.19'
C2	48°23'58"	371.00'	313.40'	S 19°47'14" W	304.16'
C3	16°15'42"	223.99'	63.57'	S 03°43'04" W	63.36'
C4	63°39'00"	73.74'	81.92'	S 46°27'19" W	77.77'
C5	27°49'22"	1017.00'	493.85'	S 68°09'35" W	489.01'

L10  
FOUNDERS PKWY  
(MILLER BLVD)  
(ROW VARIES)  
REC. NO. 8603133  
REC. 2018072620

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



R2

DATE	02/25/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21007
HORZ. SCALE	1" = 300'

**PERSONAL REPRESENTATIVE'S DEED OF CONSERVATION EASEMENT**  
*(Metzler Property)*

THIS PERSONAL REPRESENTATIVE'S DEED OF CONSERVATION EASEMENT ("Deed") is granted on this \_\_\_\_ day of \_\_\_\_\_ 2021, by EDWARD N. BARAD, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ROBERT F. METZLER ("**Grantor**"), whose address is c/o Brownstein Hyatt Farber Schreck, LLP, 410 17<sup>th</sup> Street, 22<sup>nd</sup> Floor, Denver, Colorado 80202, to **DOUGLAS LAND CONSERVANCY**, a Colorado nonprofit corporation ("**Grantee**"), whose address is P.O. Box 462, Castle Rock, Colorado 80104. (Grantor and Grantee are each referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".)

RECITALS:

B. **Grantor.** Edward N. Barad was appointed Personal Representative of the Estate of Robert F. Metzler by the District Court in and for the County of Clear Creek, Colorado, Probate No. 2020PR30018, on July 14, 2020, and is now qualified and acting in that capacity.

C. **Description of Property.** Grantor is the sole owner in fee simple of approximately forty-nine and fifty-eight hundredths (49.58) acres of land, located in Douglas County, State of Colorado, more particularly described in Exhibit A and depicted in Exhibit B, both attached hereto and made a part hereof (the "**Property**").

D. **Donation of Fee.** Grantor intends, immediately subsequent to the execution and recording of this Deed, to donate the fee interest in the Property, subject to the terms and conditions of this Deed, to the Town of Castle Rock (the "**Town**").

E. **Qualified Organization.** Grantee is a "qualified organization," as defined in I.R.C. §170(h) and a charitable organization as required under C.R.S. § 38-30.5-104(2). Grantee is certified by the State of Colorado's Division of Conservation to hold conservation easements for which a state tax credit is claimed. Grantee is also accredited by the Land Trust Accreditation Commission, a national accreditation program sponsored by the Land Trust Alliance.

F. **Conservation Purposes.** According to I.R.C. § 170(h)(4)(A) and Treas. Reg. § 1.170A-14(d), the conservation purposes of a qualified conservation contribution must include one or more of the following: (1) to preserve land for outdoor recreation by or education of the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve historically important land or structures.

The conservation purposes of the conservation easement conveyed by this Deed are set forth in Recitals F, G and H and are collectively referred to hereafter in this Deed as the "**Conservation Values**." The Conservation Values as defined herein include the Conservation Values as they exist on the Effective Date (defined below) and as they may evolve in the future based on changes in the ecological conditions of the Property.

1. **Public Recreation and Education** [Treas. Reg. § 1.170A-14(d)(2)]. The Property is in a predominantly natural condition and features pasture, wetlands, shrubland and forest. The Property is intended to be used for low-impact public recreation and education including public trails and other public recreational facilities as expressly permitted herein. Such public trails are important to the local residents of the Town and Douglas County because they will provide recreational opportunities in a natural and scenic setting close to an area with relatively high housing density. The Easement (defined below) accommodates public use of the Property, including low-impact recreation and public education.

2. **Relatively Natural Habitat** [Treas. Reg. § 1.170A-14(d)(3)]. The Property consists of foothills prairie on the western portion of the Property, mixed foothill shrubland concentrated on the northern portion of the Property, ponderosa pine forest on the eastern portion and scattered across the northern perimeter, scattered wetlands including a one-acre pond, and improved pasture located primarily within the fenced areas adjacent to the Homestead Building Envelope (defined below). These varied ecosystems provide habitat for a variety of wildlife species including mule deer, black bear, bobcat, fox, coyote, cottontail, porcupine, and various other small mammals, as well as rattlesnake and bull snake. Numerous bird species have also been observed nesting on the Property, including Red-Tailed Hawk, Red-winged Blackbird, American Kestrel, Pygmy Nuthatch, Black-capped Chickadee, House Wren and Plumbeous Vireo. The Property provides a safe haven for wildlife and birds residing on the Property.

3. **Open Space** [Treas. Reg. § 1.170A-14(d)(4)]. The Property qualifies as open space because it is being preserved for the scenic enjoyment of the general public and pursuant to a clearly delineated federal, state or local governmental conservation policy (set forth in Recitals G and H below) and will yield a significant public benefit.

a. Scenic Enjoyment. The Property's preservation will provide scenic enjoyment to the general public because the Property is in an undeveloped and natural condition, featuring a mosaic of natural vegetation communities across dramatic topography. As such, the Property adds to the scenic character, openness, and variety of the local rural landscape. The Property is visually accessible to the public from Founders Parkway which is actively used by the citizens of Douglas County and the State of Colorado.

b. Clearly Delineated Government Conservation Policy. Protection of the Property furthers the specific objectives of those clearly delineated government conservation policies set forth in Recitals G and H below.

c. Significant public benefit. There is a foreseeable trend of intense development in the general vicinity of the Property in the near future as the population of Douglas County continues to increase. The Property is adjacent to suburban roadways and adjacent residential development on two sides and Town open space to the north of the Property. There is a strong likelihood that development of the Property would lead to or contribute to degradation of the



scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values.

It should also be noted that the terms of the Easement (defined below) do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the Property.

These Conservation Values are of great importance to Grantor, Grantee, the residents of Douglas County, and the State of Colorado.

**G. State Policy Concerning Conservation Easements.** C.R.S. § 33-1-101, provides in relevant part that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors." C.R.S. § 35-3.5-101 states in part that "it is the declared policy of the state of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products." C.R.S. § 38-30.5-102 provides for the creation of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest or other use or condition consistent with the protection of open land, environmental quality or life sustaining ecological diversity . . ."

#### **H. Other Supporting Government Policy.**

1. The Town of Castle Rock 2030 Comprehensive Master Plan has the following principles to support the protection of the Property:

Principle ID-6: "A community recognized for, and enhanced by, its natural environment and scenic vistas."

ID-6.1: Natural Environment Protection – "Identify and preserve important properties that offer unique natural and scenic vistas or other characteristics that distinguish Castle Rock from other communities, such as significant buttes, ridgelines, rock formations, agricultural lands, and water features. Apply these considerations to private development as well as to the design and construction of public facilities and infrastructure projects, encouraging design that is sensitive to community values."

Principle ID-7: "Highly accessible and well-distributed system of high-quality parks, recreation facilities, open space and trails."

ID-7.1: Parks and Recreation Facilities – "Provide a variety of indoor and outdoor spaces that encourage and facilitate active community recreation and celebration, are well-distributed throughout Town and that meet the community's unique needs."

ID-7.2: Open Space – “Establish permanent open space and natural buffers to preserve fragile ecosystems, habitats and corridors. Provide opportunities for passive recreation. To help maintain the community’s freestanding character, consider changes to the open space requirements to allow larger areas of useable open space and encourage clustering of denser residential development.”

ID-7.3: Trails – “Continue to build a connected municipal trails system that meets the needs of a wide diversity of users, connects Castle Rock’s neighborhoods and activity centers, and provides linkages to the regional trails system.”

Principle RG-8: “Protection and conservation of natural resources, sensitive areas, ridgelines and areas of open space throughout the Town.”

RG-8.2: Open Space and Natural Areas – “Plan and provide for high-quality open space areas to accommodate community events, active and passive recreation, trail linkages and natural buffers.”

RG-8.6: Habitat Management – “Work closely with the Colorado Parks & Wildlife to identify and protect the habitats of threatened and endangered species in and around Castle Rock, using open space as a tool to connect wildlife habitat and movement corridors where appropriate.”

CS-5.3: Parks And Recreation Facilities – “Provide convenient access to recreation resources and open space throughout Town by locating neighborhood parks within walking distance of residents and convenient access to trails. Create sufficient passive open space corridors that are contiguous and integrated into Town and County local and regional trail systems that encourage an active and healthy lifestyle. Provide recreational facilities and programs for Town residents that meet a variety of athletic interests.”

2. Castle Rock 2015 Parks and Recreation Master Plan has the following principles to support the protection of the Property:

Principle A1: “Protect and enhance the natural environment and develop recreation resources in an environmentally sensitive way.”

Principle C1: “Provide trails that meet the needs of a wide diversity of users.”

Principle C2: “Provide both on-road and off-road trails that utilize existing transportation corridors to create linkages between neighborhoods, recreation resources, open spaces, and adjacent communities.”

Principle D1: “Preserve open space properties that define and contribute to the Town of Castle Rock’s uniqueness.”

Principle D2: “Assure effective management of open space lands.”

3. The Douglas County 2040 Comprehensive Master Plan has the following goals and policies that support the protection of the Property:

Objective 3-1A: “Preserve land that is characterized by ranching, farming, significant wildlife habitat, important biotic systems, or important scenic views in perpetuity.”

Policy 3-1A.-2: “Preserve open space through the purchase of land or conservation easements, donations, acquisitions, partnerships, or other appropriate land-conservation tools.”

Policy 3-1E.2: “Require management plans, including forest and weed management plans, for conserved lands which are outside of residential lots or parcels, or within conservation easements as appropriate.”

4. Douglas County Board of Commissioners Resolution No. R-994-062, which states in part that there is a critical need for the preservation of open space lands and for the provision of trails and parks in Douglas County.

I. **Baseline Documentation Report.** Pursuant to Treas. Reg. § 1.170A-14(g)(5) and in order to document the condition of the Property as of the Effective Date (defined below), a report has been prepared by the Town and dated \_\_\_\_\_, 2021 (the “**Baseline Report**”). The Baseline Report contains a natural resources inventory and also documents the Conservation Values and the characteristics, current use, and status of improvements on and development of the Property. The Baseline Report is acknowledged by Grantor and Grantee as an accurate representation of the Property as of the Effective Date. The Baseline Report has been provided to both parties and will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. However, the Baseline Report is not intended to preclude the use of other evidence to establish the condition of the Property as of the Effective Date. Both Parties may agree to update the Baseline Report at any time, provided that any change in condition to the Property from the time of the original Baseline Report is described in detail in the update.

J. **Charitable Donation.** Grantor intends to create a conservation easement pursuant to I.R.C. § 170(h), Treas. Reg. § 1.170A-14, and C.R.S. §§ 38-30.5-101, *et seq.* and hereby makes a charitable gift of the property interest conveyed by this Deed to Grantee.

NOW, THEREFORE, in consideration of the recitals set forth above, incorporated herein by this reference, and the mutual covenants, terms, conditions, and restrictions contained herein,

and pursuant to the laws of the State of Colorado, Grantor voluntarily grants and conveys to Grantee and Grantee voluntarily accepts, a perpetual conservation easement in gross (“**Easement**”), an immediately vested interest in real property defined by C.R.S. §§ 38-30.5-101, *et seq.*, and of the nature and character described in this Deed, for the purpose of preserving and protecting the Conservation Values in perpetuity.

1. **Purpose.** The purpose of this Easement is to ensure that Grantor preserves and protects in perpetuity the Conservation Values in accordance with I.R.C. § 170(h), Treas. Reg. § 1.170A-14, and C.R.S. §§ 38-30.5-101, *et seq.* (“**Purpose**”). To effectuate the Purpose of this Easement, the Parties agree: (i) to permit those uses of the Property that are expressly permitted by this Easement, subject to any limitations or restrictions stated herein, and those uses of the Property that do not materially adversely affect the Conservation Values, as determined by Grantee subject to **Section 16** (Grantor’s Notice) and **Section 17** (Grantee’s Approval), and (ii) to prevent any use of the Property that is expressly prohibited by this Easement or that will materially adversely affect the Conservation Values, as determined by Grantee subject to **Section 16** (Grantor’s Notice) and **Section 17** (Grantee’s Approval). Nothing in this Easement is intended to compel a specific use of the Property, other than the preservation and protection of the Conservation Values.

2. **Rights of Grantee.** To accomplish the Purpose of this Easement, this Deed conveys the following rights to Grantee, its employees and its representatives:

A. To preserve and protect the Conservation Values in perpetuity;

B. To enter upon the Property at reasonable times to monitor Grantor’s compliance with and otherwise enforce the terms of this Easement; provided that, prior to such entry, Grantee shall first provide reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;

C. To prevent any activity on or use of the Property that is inconsistent with the Purpose or the express terms of this Easement and, except as limited by **Section 8** (Responsibilities of Grantor and Grantee Not Affected), Grantee may require the restoration of such areas or features of the Property that are damaged by an inconsistent activity or use to the Property’s condition at the Effective Date as documented by the Baseline Report (defined below) and any update thereto, provided, however that if the condition of the Property immediately prior to the damage was materially improved as compared to the condition of the Property at the Effective Date, Grantor shall restore the Property to its condition immediately prior to such damage;

D. To access the Property in accordance with the provisions of **Section 2.B** (Rights of Grantee), including vehicular, pedestrian or equestrian access, or using imagery captured by airplane flyover, satellite, drones or other electronic devices, as necessary or appropriate to exercise Grantee’s rights hereunder, over and across any property and all rights-of-way and roads owned by Grantor or over which Grantor has or shall have rights of access to the Property. Grantee may use snowmobiles, ATVs,

motorcycles or other motorized vehicles to conduct monitoring but shall do so subject to the same limitations as applicable to Grantor;

E. To receive notice, in the same manner and form as Grantor, of the exercise by others of rights-of-way, easements, mineral rights and condemnation;

F. To enforce the terms and provisions of this Easement; and

G. All Development Rights as defined in **Section 22.H** (Development Rights), except as specifically reserved by Grantor herein.

Nothing in this Section shall preclude the right of Grantee to enforce the preservation and protection of the Conservation Values or any other provisions of this Easement.

3. ***Rights Retained by Grantor.*** Subject to the terms and provisions of this Easement, Grantor reserves to Grantor, and to Grantor's successors and assigns, all rights accruing from Grantor's ownership of the Property, including: (i) the right to engage in or permit or invite others to engage in all uses of the Property that are expressly permitted by this Easement, subject to any limitations or restrictions stated herein, and those uses of the Property that are not prohibited by this Easement and that do not materially adversely affect the Conservation Values; and (ii) to retain the economic viability of the Property and to retain income derived from the Property from all sources. Grantor may not, however, exercise these retained rights in a manner that is expressly prohibited by this Easement or that materially adversely affects the Conservation Values.

4. ***Management Plan.*** The Town and Grantee have prepared a land management plan (the "**Management Plan**"), to which Grantor and Grantee have agreed, which sets forth the operation and management plan for the Property. Copies of the Management Plan will be kept on file in the offices of Grantor and Grantee. The Property shall be operated and managed in accordance with the Management Plan or as otherwise set forth in this Easement. Grantor and Grantee shall review the Management Plan annually at the time of Grantee's monitoring of the Property, and the Management Plan may be amended upon mutual agreement of the Parties. If Grantor intends to undertake any activities not expressly permitted by this Easement or addressed in a current Management Plan, Grantor shall not undertake such activities unless and until Grantor has first prepared, and Grantor and Grantee have approved, an amendment to the Management Plan. Any amendment to the Management Plan shall not be effective unless and until reviewed and approved by Grantee in accordance with **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval). A violation of the Management Plan shall be deemed a violation of this Deed subject to the enforcement provisions and all other provisions set forth herein.

5. ***Property Improvements.*** Grantor shall not construct any buildings or other improvements (collectively, "**Improvements**") on the Property except as expressly permitted herein. Improvements existing as of the Effective Date, as documented in the Baseline Report, are permitted, and are consistent with the Purpose. Grantor may maintain, repair, replace and reasonably enlarge (subject to square footage limitations set forth below) such existing Improvements in their current locations without Grantee's approval. Grantor reserves the right

to remove any of the existing Improvements within the Homestead Building Envelope (defined below). Grantor also reserves the right to construct or place only the new Improvements listed below, and Grantor shall provide prior notice of such construction to Grantee in accordance with **Section 16** (Grantor's Notice) to allow Grantee to evaluate the consistency of the proposed Improvement with the terms and conditions of **Section 4** and this **Section 5** and to update its records. Once constructed, Grantor may maintain, repair, replace and reasonably enlarge such new Improvements in their initially-constructed locations without Grantee's approval.

**"Homestead Improvements"** shall mean those existing Improvements located in the Homestead Building Envelope (defined below) and more specifically set forth in the Baseline Report, as well as an educational and meeting center, an outdoor amphitheater, which amphitheater may not exceed 30,000 square feet of Footprint (defined below), gazebos, picnic areas, restroom enclosures, parking areas, and community gardens. **"Minor Public Recreation Improvements"** shall mean minor non-residential Improvements including, but not limited to, fences, benches, wildlife viewing platforms, sprinklers, water lines, water wells, ditches, information kiosks, trail markers, interpretive signs and trash receptacles.

A. ***Homestead Building Envelope.*** Grantor has designated a building envelope consisting of four (4.0) acres in size in the general location depicted on **Exhibit B** and more particularly described on **Exhibit C** attached hereto and made a part hereof (the **"Homestead Building Envelope"** or the **"Building Envelope"**). Grantor and Grantee agree that Improvements permitted by this Easement to be located within the Homestead Building Envelope will have a limited and localized impact on the Conservation Values, as documented in the Baseline Report, and will be consistent with the Purpose. Grantor may construct, place, replace, enlarge or remove Homestead Improvements within the Homestead Building Envelope. The construction of new Homestead Improvements within the Homestead Building Envelope shall not cause adverse environmental impacts to the Conservation Values on portions of the Property located outside the Building Envelope.

B. ***Outside of the Building Envelope.*** Grantor may construct or place Minor Public Recreation Improvements outside of the Building Envelope. Any other Improvements outside of the Building Envelope are prohibited unless otherwise permitted by this Easement.

C. ***Definition of Footprint.*** For purposes of this Section 5, "Footprint" is calculated by measuring the exterior of an Improvement at ground level and determining the total square feet of such Improvement but excluding uncovered decks, patios, corrals, and similar uncovered areas located adjacent to an Improvement.

D. ***Other Improvements.***

i. ***Roads and Trails.*** For purposes of this Section, **"Roads"** shall mean any permanent road that is graded, improved or maintained, including any seasonal unimproved roads and two-track roads. **"Trails"** shall mean any unimproved or improved path, or paved or unpaved trail constructed or established by human use, but shall not include trails established by wildlife

which are permitted but may not be improved or enlarged unless otherwise approved by Grantee in accordance with **Section 16** (Grantor's Notice) and **Section 17** (Grantee's Approval). Grantor may construct Roads or Trails only in the manner permitted below and only after providing notice to Grantee in accordance with **Section 16** (Grantor's Notice).

a. ***Within the Building Envelope.*** Grantor may construct new Roads and parking areas (which Roads and parking areas may be paved) within the Building Envelope to access Improvements expressly permitted within the Building Envelope by this **Section 5**. Grantor shall not construct or establish any Road wider than necessary to provide access or to meet local codes for width of access to Improvements permitted by this Easement.

b. ***Outside of the Building Envelope.*** Grantor shall not maintain, construct or establish Roads outside of the Building Envelope except for those Roads that Grantee approves pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval). Grantor shall not construct or establish any Road wider than necessary to provide access or to meet local codes for width of access to Improvements permitted by this Easement. Grantor shall not pave or otherwise surface any Road with impervious surfaces without Grantee approval, pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval). Notwithstanding the foregoing, Grantor reserves the right to build a sidewalk along Founders Parkway, in a location approved by Grantee pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval).

c. ***Trails.*** Grantor may construct and establish new Trails on the Property with Grantee approval pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval). Once approved and constructed, Grantor may maintain trails, including mowing the trails and cutting back encroaching vegetation.

ii. ***Wells, Septic and Leach Systems.*** Grantor may construct, maintain, repair and replace water wells and septic/leach systems within the Building Envelope, or outside of the Building Envelope with Grantee approval pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval), to serve the permitted uses in accordance with applicable federal, state and local laws and regulations.

iii. ***Fences.*** Grantor may repair and replace existing fences and construct new fences anywhere on the Property, provided that the location and design of fences outside of the Building Envelope shall not impede the movement of wildlife across the Property, and are otherwise consistent with the Purpose.

iv. **Utility Improvements.** Existing energy generation or transmission infrastructure and other existing utility Improvements, if any, including but not limited to: (a) natural gas distribution pipelines, electric power poles, transformers, and lines; (b) telephone and communications towers, poles, and lines; (c) domestic water storage and delivery systems; and (d) renewable energy generation systems including, but not limited to, wind, solar, geothermal, or hydroelectric (“**Utility Improvements**”), may be repaired or replaced with an Improvement of similar size and type at their current locations on the Property without further permission from Grantee. New Utility Improvements may only be constructed on the Property, subject to the restrictions below and provided that they are consistent with the Purpose.

a. **Within the Building Envelope.** Grantor may enlarge or construct Utility Improvements within the Building Envelope without further permission of Grantee, provided that no Utility Improvements exceed thirty-five (35) feet in height.

b. **Outside of the Building Envelope.** Grantor shall not enlarge any existing Utility Improvements or construct any new Utility Improvements outside of the Building Envelope without Grantee’s approval pursuant to **Section 16** (Grantor’s Notice) and **17** (Grantee’s Approval); provided, however, that Grantor reserves the right to construct Utility Improvements outside the Building Envelope solely to provide utility services to the Improvements permitted by this Deed, provided that any such Utility Improvements shall be placed underground unless otherwise approved by Grantee pursuant to **Section 16** (Grantor’s Notice) and **17** (Grantee’s Approval).

c. **Additional Requirements.** Prior to the enlargement or construction of any Utility Improvements on the Property, Grantor shall provide notice of such enlargement or construction to Grantee. Following the repair, replacement, enlargement or construction of any Utility Improvements, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose. Any easement, right of way or other interest granted to a third party or otherwise reserved, to be used for Utility Improvements is subject to **Section 7M** (Easements, Rights of Way or Other Interests).

d. **Renewable Energy Generation Systems.** In addition to the foregoing, limited renewable energy generation systems are permitted within the Building Envelope for use on the Property primarily for the purpose of allowing Grantor to offset its energy consumption. Any limited renewable energy generated on the Property in accordance with this paragraph that incidentally is in excess of Grantor's consumption may be sold, conveyed, or credited to a provider of retail electric service to the extent permitted by Colorado law.



v. **Signs.** Grantor may place and maintain signs for interpretation, facility identification, directions, rules and regulations on the Property provided that no individual sign exceeds twelve (12) square feet. Grantor may place larger signs on the Property if approved by Grantee pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval). Notwithstanding the foregoing, Grantor may install a sign that acknowledges the original landowner and the history of the Property in a larger sign, the location and dimensions of which shall be approved by Grantee pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval).

6. **Resource Management.** To accomplish the preservation and protection of the Conservation Values in perpetuity, Grantor shall operate, manage and maintain the Property in a manner that promotes the continued viability of the natural resources on the Property while maintaining any permissible productive uses of the Property, subject to the provisions of Section 6. Specifically, Grantor shall conduct the uses listed below in a manner consistent with the Purpose. Notwithstanding the foregoing, Grantor and Grantee recognize that changes in economic conditions, in accepted land management practices, and in the situation of Grantor may result in an evolution of other uses of the Property, and such uses are permitted if approved by Grantee in accordance with **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval).

A. **Timber and Vegetation.** Grantor may cut trees and vegetation to control insects and disease, to control invasive species, to prevent interference with fences or ditches, to prevent personal injury and property damage, and for fire mitigation purposes including limited and localized tree and vegetation thinning and the creation of defensible space for permitted Improvements. Grantor may also cut dead trees for domestic uses on the Property such as firewood and construction of permitted buildings and fences. Any large scale fire mitigation activities shall be conducted on a sustainable yield basis and in substantial accordance with a fire mitigation plan prepared by a professional forester at Grantor's expense, which plan shall be reviewed by Grantee, and shall not be effective unless and until approved by Grantee pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval). Commercial timber harvesting activities are prohibited.

B. **Relatively Natural Habitat.** Grantor may conduct any activities to create, maintain, restore, or enhance wildlife habitat and native biological communities on the Property, provided that such activities do not temporarily or permanently have a material adverse effect on the Conservation Values. If such activities could in any manner temporarily or permanently have a material adverse effect on the Conservation Values, Grantor must first notify Grantee and obtain Grantee's approval pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval).

C. **Minerals and Other Deposits.** As of the Effective Date, Grantor owns all of the coal, oil, gas, hydrocarbons, and other minerals (the "**Minerals**") located on, under, or in the Property or otherwise associated with the Property. Grantor shall not convey any portion of the Minerals, and Grantor shall not enter into any lease, surface use agreement, no-surface occupancy agreement, or any other instrument related to

Minerals associated with the Property subsequent to the Effective Date. This Easement expressly prohibits the mining or extraction of Minerals using any surface mining method. Grantor may permit subsurface access to Minerals from locations off the Property, provided that Grantor shall not permit such subsurface access to disturb the subjacent and lateral support of the Property and shall not consent to any such activities off the Property that will cause impacts on the Property that are inconsistent with the Purpose. Notwithstanding the foregoing, Grantor and Grantee agree that the types of mineral extraction set forth in items (i) and (ii) below are permitted but only to the extent that the method of extraction has a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values, and such mineral extraction does not otherwise negatively impact the ecological resource values of the surface of the Property; and provided such extractions are conducted in strict compliance with the provisions or items (i) and (ii) below.

i. ***Soil, Sand, Gravel and Rock.*** Grantor may extract soil, sand, gravel or rock without further permission from Grantee so long as such extraction: (i) is solely for use on the Property for non-commercial purposes; (ii) is in conjunction with activities permitted herein, such as graveling roads and creating stock ponds; (iii) is accomplished in a manner that is consistent with the Purpose; (iv) does not involve disturbing by such extraction more than one half-acre (0.5 acres) of the Property at one time, and uses methods of mining that may have a limited and localized impact on the Property but are not irretrievably destructive of the Conservation Values; and (v) is reclaimed within a reasonable time by refilling or some other reasonable reclamation method for all areas disturbed. This provision shall be interpreted in a manner consistent with I.R.C. § 170(h), as amended, and the Treasury Regulations adopted pursuant thereto.

ii. ***Geothermal Resources.*** The development and use of geothermal resources is prohibited without Grantee approval pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval).

D. ***Recreation.*** Grantor may undertake non-motorized, low-impact recreational uses such as, and without limitation, wildlife watching, biking, hiking, and cross-country skiing, and other recreational uses permitted by the Management Plan or an amendment thereto, provided they are consistent with the Purpose. Such uses shall be non-motorized, except as otherwise set forth in **Section 7.K** (Motorized Vehicle Operation). Trails are permitted only in accordance with **Section 5.E.i.c** (Trails).

E. ***Educational/Interpretive Activities.*** Grantor may use the Property for educational and interpretive activities within the Building Envelope and on Roads and Trails without Grantee's permission, and such activities may be conducted in other locations outside of the Building Envelope and off Roads and Trails, only if such use is consistent with the Purpose and is conducted in accordance with the Management Plan or is otherwise approved by Grantee pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval).

F. ***Special Events.*** Grantor also reserves the right to conduct, or to permit others to conduct, special events on the Property that are consistent with the Purpose, provided such special events: (i) are restricted to areas within the Building Envelope or on Roads and Trails on the Property, or if intended to be located outside of the Building Envelope, such events will traverse through the Property without encouraging the congregation of participants in areas outside of the Building Envelope; and (ii) are conducted in a manner that minimizes damage to the Conservation Values. Grantor shall promptly and diligently re-vegetate any disturbed areas with native seed and/or vegetation. Grantor may permit short-term temporary portable toilets to be located on the Property for the duration of any special event. Upon request of Grantee, Grantor shall provide to Grantee copies of any permit or other approval issued with respect to the special event, including copies of such documents if requested prior to the occurrence of the special event. Grantor shall compel any third parties conducting special events to carry commercial general liability insurance, to name Grantee as an additional insured on such insurance policy, and to provide proof of such insurance to Grantor and Grantee upon request by Grantor or Grantee.

G. ***Water Rights.*** No water rights are included in the Property subject to this Easement.

7. ***Restricted Practices.***

A. ***Land and Ownership Division.*** At all times Grantor shall own and convey the Property in unified title as a single tract of land which shall be subject to the terms and conditions of this Easement, regardless of whether the Property now consists of separate legal parcels, was acquired as separate legal parcels, or is treated as separate legal parcels for property tax or other purposes. The division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests is prohibited. Division or subdivision shall include, but not be limited to, any subdivision, short subdivision into remainder tracts, platting, testamentary division or other process by which the Property is divided in ownership or in which legal or equitable title to different portions of the Property are held by different owners. Grantor may not indirectly divide any of the Property through the allocation of property rights among partners, shareholders or members of any legal entity, creation of a horizontal property regime, interval or time-share ownership, partitioning among tenants-in-common, judicial partition or by any other means. Grantor may own the single tract of land by joint tenancy or tenancy in common, consistent with **Section 22.K** (Joint and Several Liability); provided, however, that Grantor shall not undertake any legal proceeding to partition in kind, subdivide or divide in any manner such undivided interests in the single tract of land.

B. ***Surface Disturbance.*** Any alteration of the surface of the land, including without limitation, the movement, excavation, extraction or removal of soil, sand, gravel, rock, peat or sod, is prohibited, unless such alteration is associated with acts on and uses of the Property otherwise permitted by this Easement and is consistent with the Purpose.

C. **Existing Water Features.** The maintenance and repair of existing non-domestic water Improvements such as ponds, pipes, headgates, flumes, pumps, or wells, but excluding above-ground water tanks, is permitted. The construction of new water Improvements or enlargement of existing water Improvements, the enlargement of existing ponds or reservoirs, and the construction of new ponds or reservoirs, is subject to Grantee approval pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval). Any portion of the Property that is disturbed by the maintenance, repair, construction or enlargement of water Improvements shall be restored to a condition that is consistent with the Purpose promptly after said activity is completed.

D. **Commercial or Industrial Activity.** Grantor shall not conduct industrial uses on the Property. Grantor shall not conduct commercial uses of the Property that are not consistent with the Purpose. Notwithstanding the foregoing, (i) "commercial use" shall not be construed to mean any activity for which a fee is charged if the activity is otherwise permitted by the terms of this Deed, and (ii) the existing buildings within the Homestead Building Envelope may be leased to Grantee or other third parties for general office uses at the reasonable discretion of Grantor.

E. **Feed Lot/Livestock/Grazing.** Grantor shall not establish or maintain a feed lot. For purposes of this Easement, "feed lot" means a permanently constructed confined area or facility which is used and maintained continuously and exclusively for purposes of warm-up or fattening large numbers of livestock for market. Grantor shall not confine livestock on the Property or lease pasture for grazing on the Property; provided, however, that Grantor may permit the grazing of goats on the Property for the purpose of weed control, if approved by Grantee pursuant to **Sections 16** (Grantor's Notice) and **17** (Grantee's Approval).

F. **Public Access.** The Parties acknowledge that Grantor intends to permit public access to the Property, in accordance with the Management Plan, for use by the public for purposes permitted by this Easement.

G. **Wildlife Control.** Live trapping may be allowed by Grantor as deemed necessary to study threatened or endangered species, species proposed for listing, or species of concern. Grantor reserves the right to relocate from, or otherwise dispose of, rodents or non-native or exotic wildlife species located on the Property, subject to applicable law and in accordance with the Management Plan. Notwithstanding the foregoing, Grantor, or any other party, shall not release any rodents, or non-native or exotic wildlife species on to the Property, including any wildlife species intended to be relocated from another Property, and any release of other native wildlife species on the Property is subject to applicable law.

H. **Trash.** Grantor may not dump or accumulate any kind of trash, sludge, or refuse on the Property, except for farm-related trash and refuse produced on the Property that is disposed of in a manner that is consistent with the Purpose. Grantor may store or accumulate agricultural products and by-products on the Property in accordance with all

applicable government laws and regulations and in a manner that is consistent with the Purpose.

I. ***Hazardous Materials.*** Grantor may use agri-chemicals on the Property in accordance with all applicable federal, state or local laws. For purposes of this Easement, “Hazardous Materials” shall mean: (i) any “hazardous substance” as defined in § 9601(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), (ii) any “pollutant or contaminant” as defined in § 9601(33) of CERCLA, (iii) any hazardous waste as defined in C.R.S. § 25-15-101(6), or any of items included within the non-exhaustive list of over 600 substances listed in 40 C.F.R. § 302.4 that qualify as hazardous substances under CERCLA. The use, treatment, storage, disposal, or release of Hazardous Materials consisting of agri-chemicals and typical cleaning products shall only be permitted in accordance with applicable, federal, state and local law and regulations. The use, treatment, storage, disposal, or release of other Hazardous Materials on the Property is prohibited. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of CERCLA.

J. ***Weed Control.*** The Parties recognize the potential negative impact of noxious weeds and invasive plant species on the Conservation Values. Grantor shall manage noxious weeds and invasive plant species in a manner consistent with the Purpose. Grantee has no responsibility for the management of noxious weeds and invasive plant species.

K. ***Motorized Vehicle Operation.*** Grantor may operate motorized vehicles on the Property for property management, public safety, and other purposes associated with permitted acts on or use of the Property. Subject to the provisions of **Section 7.F** (Public Access), Grantor may permit members of the public to access the Property (i) by motorized vehicles only on the Roads or within parking lots, (ii) utilizing power-driven devices for disabled persons on Roads and Trails and only pursuant to Grantor’s adopted rules and regulations, (iii) using electric bicycles only on Roads and Trails and only pursuant to Grantor’s adopted rules and regulations, and (iv) to the extent otherwise required to comply with the Americans with Disabilities Act and in accordance with the Management Plan or as otherwise approved by Grantee pursuant to **Sections 16** (Grantor’s Notice) and **17** (Grantee’s Approval).

L. ***Easements, Rights of Way or Other Interests.*** The conveyance or modification of an easement, right of way, Mineral Document or other similar interest is prohibited unless approved by Grantee pursuant to **Sections 16** (Grantor’s Notice) and **17** (Grantee’s Approval).

M. ***Prohibited Recreational Facilities.*** Except as expressly permitted within the Homestead Building Envelope as set forth in **Section 5**, Grantor shall not develop or use facilities for purposes of intensive recreational activities. **“Intensive recreational**

**activities**” shall be defined for purposes of this Easement as those recreational activities that concentrate people in a relatively confined area for significant periods of time. Examples of facilities intended for intensive recreational activities that are prohibited by this Section include, but are not limited to, athletic and sport fields, group picnic facilities, campgrounds, outdoor amphitheaters, golf courses, and airport landing strips.

N. ***Off-Road Vehicle Courses.*** Grantor shall not construct off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles.

O. ***Cultivation.*** Grantor shall not engage in cultivated agricultural practices on the Property except for community gardens within the Homestead Building Envelope. For purposes of this Easement, cultivated agricultural practices include, but are not limited to, the cultivation and harvesting of plants or crops, and the tilling or plowing of the soil.

8. ***Responsibilities of Grantor and Grantee Not Affected.*** Other than as specified in this Deed or the Management Plan, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligations of Grantor as owner of the Property. Grantor shall continue to be solely responsible and Grantee shall have no obligation for the upkeep and maintenance of the Property and Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:

A. ***Taxes.*** Grantor intends to convey the Property to the Town, a tax-exempt entity. However, if Grantor or the Property ever become subject to property taxes, Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same. If for any reason Grantor fails to pay any taxes, assessments or similar requisite charges, Grantee may pay such taxes, assessments or similar requisite charges, and may bring an action against Grantor to recover all such taxes, assessments and similar charges plus interest thereon at the rate charged delinquent property taxes by the county assessor's office in which the Property is located.

B. ***No Liability.*** Grantor shall not hold Grantee and its members, officers, directors, employees, agents, and contractors (collectively, the "**Grantee Parties**") responsible or liable for any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, except to the extent due to the act or omission of the Grantee Parties; (ii) Grantor's obligations under this Easement; (iii) the presence or release of hazardous materials on, under, or about the Property under **Section 7.I**; (iv) the existence of any underground storage tanks on the Property; or (v) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Grantee Parties, in any way affecting, involving, or relating to the Property.

9. **Enforcement.** If Grantee finds what it believes is a violation of the terms of this Easement, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation (“**Notice of Violation**”). Upon receipt of the Notice of Violation, Grantor shall immediately discontinue the activity or use that has caused the alleged violation and shall either: (a) restore the Property to its condition prior to the violation in accordance with a written restoration plan (“**Restoration Plan**”); or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. The Restoration Plan shall be submitted to Grantee within twenty (20) days after Grantor’s receipt of the Notice of Violation, or within a longer time period if so specified by Grantee in the Notice of Violation. The Restoration Plan shall be approved or disapproved by Grantee in writing within thirty (30) days after its submittal. If Grantee fails to respond in writing within thirty (30) days after Grantor’s submittal to Grantee of a Restoration Plan, the Restoration Plan shall be deemed approved. Grantor shall begin restoring the Property in accordance with the Restoration Plan within ten (10) days after it is approved or deemed approved by Grantee and diligently pursue such cure to completion in compliance with the terms of the approved Restoration Plan. If the condition described in clause (b) above occurs, both Parties agree to meet within thirty (30) days to resolve this difference. If the Parties are unable to meet within such thirty (30) day period or if the Parties are able to meet but are unable to resolve the dispute at the meeting, Grantee may, at its discretion, take appropriate legal action. If after receipt of the Notice of Violation, Grantor continues the activity or use that caused the alleged violation or if a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may seek an injunction to stop it, temporarily or permanently, prior to the Parties meeting and prior to completion of the Restoration Plan. A court may also issue an injunction to require Grantor to restore the Property to the Property’s condition at the Effective Date unless the condition of the Property prior to the damage is different than the condition at the Effective Date as documented by the Baseline Report and any update thereto, and may order Grantor to pay any restoration costs necessitated by Grantor’s violation of the terms of this Easement.

A. **Remedies Cumulative.** Grantee’s remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action shall not waive any of Grantee’s rights, claims or interests in pursuing any such action at a later date.

B. **Costs and Fee Recovery.** Grantor shall pay all reasonable costs and fees incurred by Grantee in administration including without limitation, investigation, negotiation, mediation, settlement or suit of any dispute regarding this Easement, including, without limitation, costs and expenses of investigation, dispute management, negotiation, mediation, settlement or suit, and reasonable attorney’s, expert’s, and consultant’s fees, staff time and any fees and costs of restoration, remediation or other damage correction necessitated by any such action shall be borne by Grantor provided, however, that if Grantor ultimately prevails in full in a judicial enforcement action, each Party shall bear its own costs. If Grantee prevails in part, then Grantor shall be responsible for all fees and costs of both parties as set forth above.

10. ***Transfer of Easement.*** Grantee shall have the right to transfer this Easement to any public agency or private non-profit organization that, at the time of transfer, is a "qualified organization" under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §§ 38-30.5-101, et seq. and C.R.S. §§ 12-61-1101, et seq., and only if the agency or the organization expressly agrees to abide by the terms of this Easement and to assume the responsibility imposed on Grantee by this Easement. Grantee shall notify Grantor in advance of any proposed transfers, and shall obtain Grantor's approval of the transfer. If Grantee ever ceases to exist or no longer qualifies under federal or state law, or if Grantor refuses to approve any transfer of the Easement, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes and that agrees to abide by the terms of this Easement and to assume the responsibility imposed on Grantee by this Easement.

11. ***Transfer of Property.*** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor shall notify Grantee in writing within (5) business days after closing on the transfer of the Property using the form in **Exhibit D** attached hereto and made a part hereof, and shall attach to the form a copy of the new ownership deed.

12. ***Acts Beyond a Party's Control.*** Nothing contained in this Easement shall be construed to entitle a Party to bring any action against the other Party for any injury to or change in the Property resulting from causes beyond the Parties' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by a Party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, Grantor shall take reasonable efforts to prevent third parties from performing, and shall not knowingly allow third parties to perform, any act on or affecting the Property that is inconsistent with the Purpose of this Easement.

13. ***Compensation upon Condemnation, Termination, or Extinguishment.***

A. ***Value of Conservation Easement.*** This Easement gives rise to a property right, immediately vested in Grantee with a fair market value that is at least equal to the proportionate value that the Easement, at the time of its conveyance, bears to the value of the Property as a whole at that time. The Parties acknowledge that an appraisal of the Property has been completed that indicates that the fair market value of the Easement as of the Effective Date is \_\_\_\_\_ percent (\_\_\_\_%) of the full fair market value of the Property on the Effective Date as unrestricted by this Easement and represented as a percentage ("**Easement Value Ratio**"), which Easement Value Ratio shall remain constant, and Grantee's proportionate share of the fair market value of the Property thereby determinable shall remain constant.

B. ***Termination or Extinguishment.*** If a subsequent unexpected change in the conditions surrounding the Property can make impossible or impractical the continued use of the Property for conservation purposes, this Easement can only be terminated or extinguished, whether with respect to all or a part of the Property, by



judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any subsequent sale of all or any portion of the Property (or any property received in connection with an exchange or involuntary conversion of the Property) at the time of such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, Grantee shall be entitled to the Easement Value Ratio multiplied by the proceeds of any such sale.

C. **Condemnation.** Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property. If all or any portion of the Property is taken under the power of eminent domain by public, corporate, or other authority, Grantee shall have the right to participate in any proceedings as a real property interest holder and Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. In addition, Grantee may pursue any remedies in law or in equity, including opposition to the condemnation of the Property. Prior to the payment of any expenses reasonably incurred by the Parties in connection with such taking, Grantee shall be entitled to the Easement Value Ratio multiplied by the proceeds received from such taking. The respective rights of Grantor and Grantee set forth in this **Section 13.C** shall be in addition to, and not in limitation of, any rights they may have at common law.

D. **Proceeds.** Grantee's share of any proceeds received pursuant to this **Section 13** shall be used by Grantee in a manner consistent with the conservation purposes of this Easement as of the time of its conveyance and shall otherwise comply with Treas. Reg. § 1.170A-14(g)(6).

E. **Remedies.** Grantee's remedies described in this Section shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108.

14. **Perpetual Duration.** This Easement shall be a servitude running with the land in perpetuity. The provisions of this Easement that apply to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear; provided, however, that each Party's rights and obligations under this Easement shall terminate (as to such Party, but not as to such Party's successor, who shall be bound as provided herein) upon a transfer of the Party's entire interest in this Easement or the Property, except that liability of such transferring Party for act or omissions occurring prior to such transfer shall survive the transfer.

15. **Change of Circumstance.**

A. **Economic Value.** The fact that any use of the Property that is prohibited by this Easement, or any other use as determined by Grantee to be inconsistent with the Purpose of this Easement, may become economically more valuable than permitted uses

has been considered by Grantor in granting this Easement. It is the intent of both Grantor and Grantee that such circumstances shall not justify the termination or extinguishment of this Easement pursuant to **Section 13** (Compensation upon Condemnation, Termination, or Extinguishment). In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to **Section 13** (Compensation upon Condemnation, Termination, or Extinguishment).

16. **Grantor's Notice.** Where Grantor's notice is required in this Deed, Grantor shall notify Grantee in writing not less than sixty (60) calendar days prior to the date Grantor intends to undertake the activity in question. The written notice shall describe the proposed activity in sufficient detail (i.e. location, size, scope, design, nature) to allow Grantee to evaluate the consistency of the proposed activity with the pertinent terms of this Easement.

17. **Grantee's Approval.** Where Grantee's approval is required in this Deed, Grantee shall grant or withhold its approval in writing within thirty (30) calendar days of receipt of Grantor's written notice thereof. Grantee's decision may be withheld if Grantee is unable to immediately evaluate the proposed action. Grantor shall not engage in the proposed act or use until Grantor receives Grantee's approval in writing. As part of its determination, Grantee shall consider the proposed manner in which the proposed activity will be conducted, whether it complies with the terms of this Easement, and the likely impact on the Conservation Values. Grantee's approval may be withheld in its sole discretion. If Grantee fails to respond to Grantor's request within such thirty (30) calendar day period, Grantor's request shall be deemed a constructive denial. Because a constructive denial is not a decision by Grantee on the merits of Grantor's request, such constructive denial is not final or binding, and Grantor may resubmit the same or a similar request to Grantee in accordance with the terms of this **Section 17**. Grantor shall pay any and all costs associated with the evaluation of the proposed use or activity and incurred by Grantee, including, but not limited to, staff time, legal fees, and resource specialist fees. Grantee may require an update to the Baseline Report to document any approval.

18. **Notices.** Any notice that either Party is required to give to the other in writing shall be transmitted via U.S. mail, overnight delivery service or served personally to the following addresses which addresses may change from time to time by a Party giving written notice in the manner set forth above:

Grantor: c/o Edward N. Barad, Executor  
Brownstein Hyatt Farber Schreck, LLP  
410 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver,, CO 80202  
Email: [ebarad@bhfs.com](mailto:ebarad@bhfs.com)  
Phone: \_\_\_\_\_

With a copy to: Wayne F. Forman  
Brownstein Hyatt Farber Schreck, LLP  
410 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver, CO 80202

Email: [wforman@bhfs.com](mailto:wforman@bhfs.com)  
Phone: 720-987-3120

Grantee: Douglas Land Conservancy  
P.O. Box 462  
Castle Rock, CO 80104  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

19. ***Liens on the Property.*** No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing is subordinate to this Deed.

20. ***No Merger, Abandonment, Release, or Adverse Possession.*** Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Easement. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor. The Easement shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession.

21. ***Acceptance.*** Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed for which no goods or services were exchanged or provided.

22. ***General Provisions:***

A. ***Severability.*** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

B. ***Captions.*** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

C. ***Waiver of Defenses.*** Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the one-year statute of limitation provided under C.R.S. § 38-41-119 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

D. ***Controlling Law and Liberal Construction.*** The provisions of this Easement are subject to the laws of the United States and the State of Colorado as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder. The provisions of this Easement are to be liberally construed in

favor of the Purpose, and any ambiguities or questions regarding the validity of specific provisions shall be interpreted in favor of maintaining the Purpose. Any decisions resolving such ambiguities or questions shall be documented in writing.

E. **Counterparts.** The Parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it; all counterparts, when taken together, shall constitute this instrument.

F. **Amendment.** This Easement may be amended only with the written consent of Grantor and Grantee, to be granted or withheld in each Party's sole discretion. The amendment must:

- i. be consistent with, and not be in conflict with or contrary to, the Conservation Values and Purpose of this Easement;
- ii. not affect the perpetual duration of the Easement or the restrictions contained in this Easement;
- iii. not permit development, improvements, or uses prohibited by this Easement on the Effective Date;
- iv. not reduce the protection of the Conservation Values;
- v. not affect the qualifications of this Easement as a "qualified conservation contribution" or "interest in land" or any other qualifications under § 170(h) of the Code, and any regulations promulgated thereunder, and any applicable laws, including C.R.S. § 38-30.5-101, et seq., and any regulations promulgated thereunder;
- vi. either enhance or have no effect on any of the Conservation Values protected by this Easement;
- vii. not result in private inurement or impermissible private benefit to any party in violation of federal tax law;
- viii. be consistent with Grantee's public mission;
- ix. not jeopardize Grantee's tax-exempt status or status as a charitable organization or "qualified organization" or "eligible donee" under federal or state law;
- x. comply with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time); and
- xi. include an update to the Baseline Report, unless such requirement is waived by Grantee in its sole discretion.

Any amendment must be in writing, signed by the Parties, and recorded in the records of the Clerk and Recorder of the Douglas County. Grantee shall have the right to charge a fee to Grantor for reasonable costs incurred by Grantee, including staff and consultant time and reasonable attorney's fees, associated with any amendment. The term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Deed. In order to preserve the Easement's priority, Grantee may require that Grantor obtain subordinations of any liens, mortgages, easements, or other

encumbrances. Nothing in this Section shall be construed as requiring Grantee to agree to any particular proposed amendment.

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

H. ***Development Rights.*** For purposes of this Easement, “Development Rights” are defined as all present or future rights to (i) construct, place, replace, enlarge, maintain or repair any Improvements on the Property; or (ii) receive credit for density for development on or off the Property. By this Deed, Grantor conveys to Grantee all Development Rights associated with the Property except those Development Rights specifically reserved by Grantor in this Easement, which include the right to construct Improvements pursuant to **Section 5**. Therefore, Grantor does not have the right to use or transfer any Development Rights conveyed to Grantee by this Deed. Grantee shall not have the right to, and is prohibited from utilizing the Development Rights, or permitting any transferee of such Development Rights to utilize the Development Rights, for the construction, placement, replacement, enlargement, maintenance or repair of any Improvements on the Property.

I. ***Recording.*** Grantor shall record this Deed in timely fashion in the official real property records of Douglas County, Colorado, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

J. ***No Third Party Beneficiaries.*** This Deed is entered into by and between Grantor and Grantee and does not create rights or responsibilities in any third parties except as expressly reserved herein.

K. ***Joint and Several Liability.*** If Grantor at any time owns the Property in joint tenancy or tenancy in common, Grantor shall be jointly and severally liable for all obligations set forth in this Easement.

L. ***Environmental Attributes.*** Grantor hereby reserves all Environmental Attributes associated with the Property. “Environmental Attributes” shall mean any and all tax or other credits, benefits, renewable energy certificates, emissions reductions, offsets, and allowances (including but not limited to water, riparian, greenhouse gas, beneficial use, and renewable energy), generated from or attributable to the conservation, preservation and management of the Property in accordance with this Easement. Nothing in this **Section 22.L** shall modify the restrictions imposed by this Easement or otherwise impair the preservation and protection of the Conservation Values.

M. ***Tax Benefits.*** Grantor acknowledges that Grantor is responsible for obtaining legal and accounting counsel to advise Grantor regarding the applicability of federal or state tax benefits that might arise from the donation of the Easement. Grantee

makes no representation or warranty that Grantor will receive tax benefits for the donation of the Easement.

N. ***Authority to Execute.*** Each Party represents to the other that such Party has full power and authority to execute and deliver this Deed, and perform its obligations under this Easement, that the individual executing this Deed on behalf of said Party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said Party enforceable against said Party in accordance with its terms.

O. ***No Goods or Services.*** Pursuant to the requirements of I.R.C. § 170(f)(8), Grantor and Grantee acknowledge that no goods or services or other consideration have been provided by Grantee to Grantor as consideration for this Easement, and Grantee will provide Grantor with a separate letter so stating.

P. ***Effective Date.*** The “**Effective Date**” of this Deed shall be the date of its recording in the Douglas County Clerk and Recorder’s Office.

23. ***Annual Appropriation.*** The Parties acknowledge that, to the extent that any financial obligation of this Deed is subject to the multiple fiscal year obligations of Article 10, Section 20(4)(b) of the Colorado Constitution or C.R.S. § 29-1-110, such obligation may be subject to annual appropriation by the Town once it takes ownership of the Property and assumes the rights and obligations of Grantor under this Deed. The foregoing is not an agreement or an acknowledgement by either Grantor or Grantee that any financial obligation which could arise pursuant to this Deed would be subject to the requirement that funds for such financial obligation must be appropriated by Grantor. Nothing in this Deed shall be deemed to be a waiver of any rights that Grantee may have pursuant to C.R.S. § 30-25-104. Nothing in this **Section 23** shall prevent Grantee from enforcing the Deed in accordance with its terms, despite a failure by Grantor to appropriate funds.

24. ***No Waiver of Governmental Immunity.*** The Parties acknowledge that, upon the Town’s taking ownership of the Property and assuming the rights and obligations of Grantor under this Deed, the Town, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Deed, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, as amended.

**TO HAVE AND TO HOLD, this Personal Representative’s Deed of Conservation Easement unto Grantee, its successors and assigns, forever.**

**IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.**

**GRANTOR:**

**EDWARD N. BARAD, PERSONAL  
REPRESENTATIVE OF THE ROBERT F.  
METZLER ESTATE**

\_\_\_\_\_  
Edward N. Barad

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Edward N. Barad, as Personal Representative of the Estate of Robert F. Metzler.

Witness my hand and official seal.

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

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

**GRANTEE:**

DOUGLAS LAND CONSERVANCY,  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Patricia A. Hostetler, Executive Director

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2021, by Patricia A. Hostetler as Executive Director of Douglas Land Conservancy, a Colorado  
nonprofit corporation.

Witness my hand and official seal.

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

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



## EXHIBIT A



### LEGAL DESCRIPTION METZLER CONSERVATION EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., INCLUDING A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 2019047013 OF THE DOUGLAS COUNTY CLERK AND RECORDER OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 25, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6935 WHENCE A LINE TO THE SOUTHWEST CORNER OF SAID SECTION 25, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6395 BEARS S 00°05'11" E, A DISTANCE OF 2673.60 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID - NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID NORTH LINE ALSO BEING THE SOUTHERLY LINE OF BROOKWOOD SUBDIVISION FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 2006019898 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE S 89°43'49" E, A DISTANCE OF 633.14 FEET TO THE MOST EASTERLY CORNER OF TRACT D, METZLER RANCH FILING NO.3 AS RECORDED UNDER RECEPTION NO. 01055443 OF SAID CLERK'S OFFICE, SAID CORNER BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE S 89°43'49" E, A DISTANCE OF 1113.79 FEET TO A CORNER OF A RIGHT OF WAY PARCEL DESCRIBED UNDER RECEPTION NO. 2018072620 OF SAID CLERK'S OFFICE;

THENCE ALONG THE WESTERLY AND NORTHERLY RIGHT OF WAY LINE AS DESCRIBED UNDER SAID RECEPTION NO. 2018072620 THE FOLLOWING TWELVE (12) COURSES:

1) ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 979.50 FEET, A CENTRAL ANGLE OF 06°30'28", AN ARC LENGTH OF 111.25 FEET, WHOSE CHORD BEARS S 40°25'51" W, A DISTANCE OF 111.19 FEET;

2) S 46°54'00" E, A DISTANCE OF 13.52 FEET; 3) S 43°59'13" W, A DISTANCE OF 477.96 FEET;  
4) N 46°00'47" W, A DISTANCE OF 13.50 FEET; 5) S 43°59'13" W, A DISTANCE OF 196.56 FEET;

6) ALONG A CURVE TO THE LEFT WITH A RADIUS OF 371.00 FEET, A CENTRAL ANGLE OF 48°23'58", AN ARC LENGTH OF 313.40 FEET, WHOSE CHORD BEARS S 19°47'14" W, A DISTANCE OF 304.16 FEET;

7) S 04°23'49" E, A DISTANCE OF 18.97 FEET;

8) ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 223.99 FEET, A CENTRAL ANGLE OF 16°15'42", AN ARC LENGTH OF 63.57 FEET, WHOSE CHORD BEARS S 03°43'04" W, A DISTANCE OF 63.36 FEET;

9) ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 73.74 FEET, A CENTRAL ANGLE OF 63°39'00", AN ARC LENGTH OF 81.92 FEET, WHOSE CHORD BEARS S 46°27'19" W, A DISTANCE OF 77.77 FEET;

10) ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 1017.00 FEET, A CENTRAL ANGLE OF 27°49'22", AN ARC LENGTH OF 493.85 FEET, WHOSE CHORD BEARS S 68°09'35" W, A DISTANCE OF 489.01 FEET;

11) S 54°11'38" W, A DISTANCE OF 103.55 FEET;

12) S 54°14'54" W, A DISTANCE OF 1111.94 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE N 35°45'06" W, A DISTANCE OF 333.39 FEET;

THENCE N 60°48'09" W, A DISTANCE OF 356.67 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT D, METZLER RANCH FILING NO.7 AS RECORDED UNDER RECEPTION NO. 2004025301 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID SOUTHEASTERLY LINE N 29°11'51" E, A DISTANCE OF 432.00 FEET TO A COMMON CORNER OF SAID TRACT D AND TRACT A, SAID METZLER RANCH FILING NO.7;

THENCE ALONG A SOUTHERLY AND SOUTHEASTERLY LINE OF SAID TRACT A THE FOLLOWING TWO (2) COURSES:

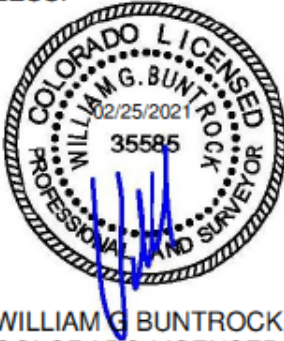
1) N 89°40'22" E, A DISTANCE OF 77.00 FEET;

2) N 32°04'47" E, A DISTANCE OF 668.62 FEET TO A COMMON CORNER OF SAID TRACT A AND TRACT D OF SAID METZLER RANCH FILING NO.3;

THENCE ALONG THE SOUTHERLY AND SOUTHEASTERLY LINE OF SAID TRACT D, METZLER RANCH FILING NO.3 THE FOLLOWING TWO (2) COURSES:

1) N 89°40'22" E, A DISTANCE OF 385.59 FEET; 2) N 45°28'26" E, A DISTANCE OF 710.64 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIPTION CONTAINS 2,159,682 SQUARE FEET OR 49.58 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS  
COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC TN 21007 R2

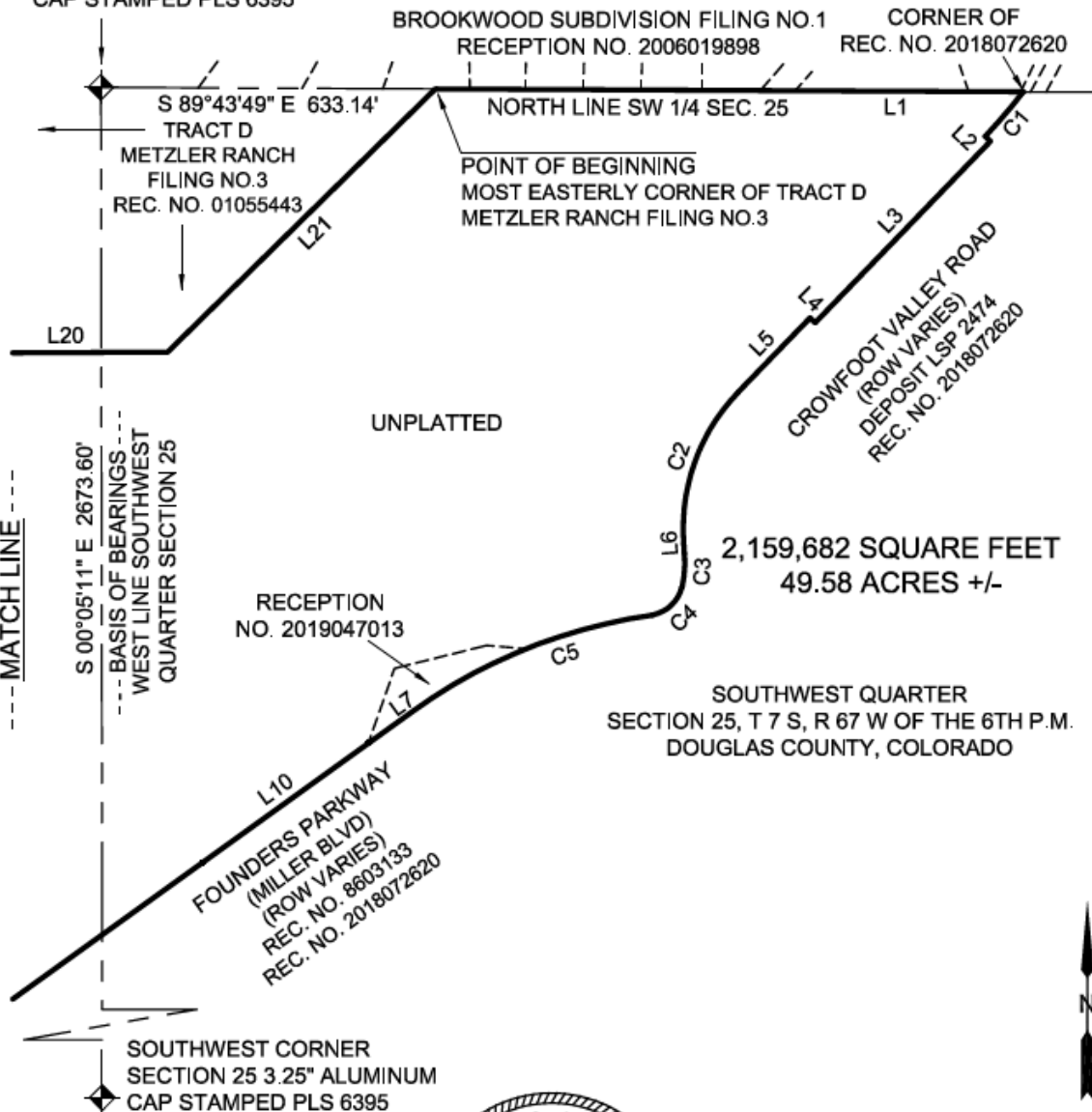
NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

POINT OF COMMENCEMENT  
WEST QUARTER CORNER  
SECTION 25 2.5" ALUMINUM  
CAP STAMPED PLS 6395

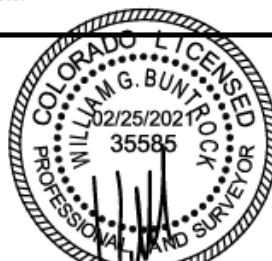
# EXHIBIT A

## PAGE 4 OF 5

METZLER CONSERVATION  
EASEMENT



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



DATE	02/25/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21007
HORZ. SCALE	1" = 300'

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2,159,682 SQUARE FEET  
49.58 ACRES +/-

# EXHIBIT A

PAGE 5 OF 5

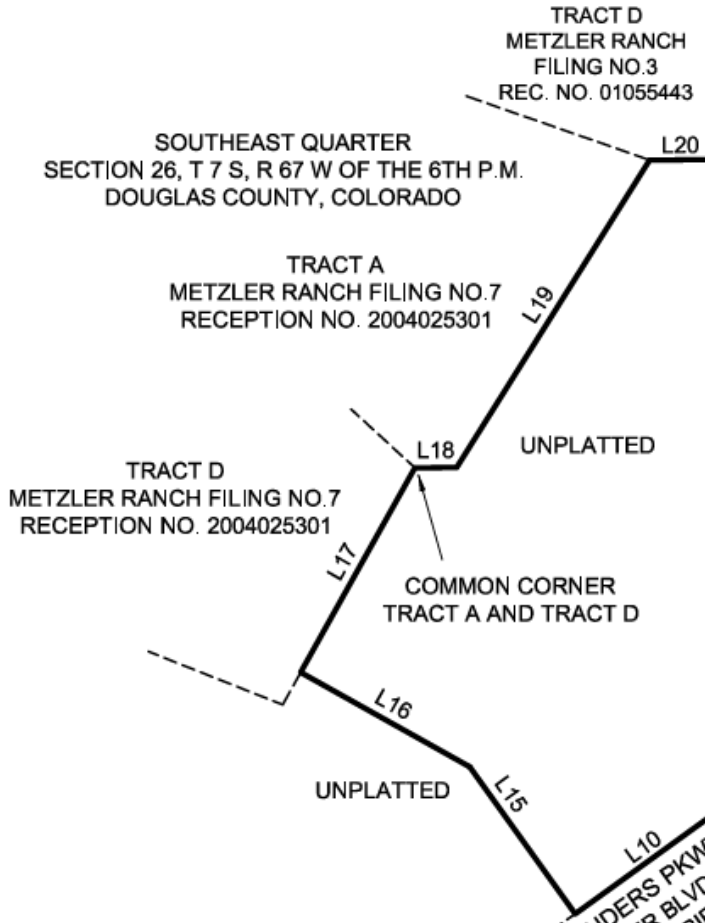
METZLER CONSERVATION  
EASEMENT

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



LINE	BEARING	DISTANCE
L1	S 89°43'49" E	1113.79'
L2	S 46°54'00" E	13.52'
L3	S 43°59'13" W	477.96'
L4	N 46°00'47" W	13.50'
L5	S 43°59'13" W	196.56'
L6	S 04°23'49" E	18.97'
L7	S 54°11'38" W	103.55'
L10	S 54°14'54" W	1111.94'
L15	N 35°45'06" W	333.39'
L16	N 60°48'09" W	356.67'
L17	N 29°11'51" E	432.00'
L18	N 89°40'22" E	77.00'
L19	N 32°04'47" E	668.62'
L20	N 89°40'22" E	385.59'
L21	N 45°28'26" E	710.64'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	6°30'28"	979.50'	111.25'	S 40°25'51" W	111.19'
C2	48°23'58"	371.00'	313.40'	S 19°47'14" W	304.16'
C3	16°15'42"	223.99'	63.57'	S 03°43'04" W	63.36'
C4	63°39'00"	73.74'	81.92'	S 46°27'19" W	77.77'
C5	27°49'22"	1017.00'	493.85'	S 68°09'35" W	489.01'



MATCH LINE

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

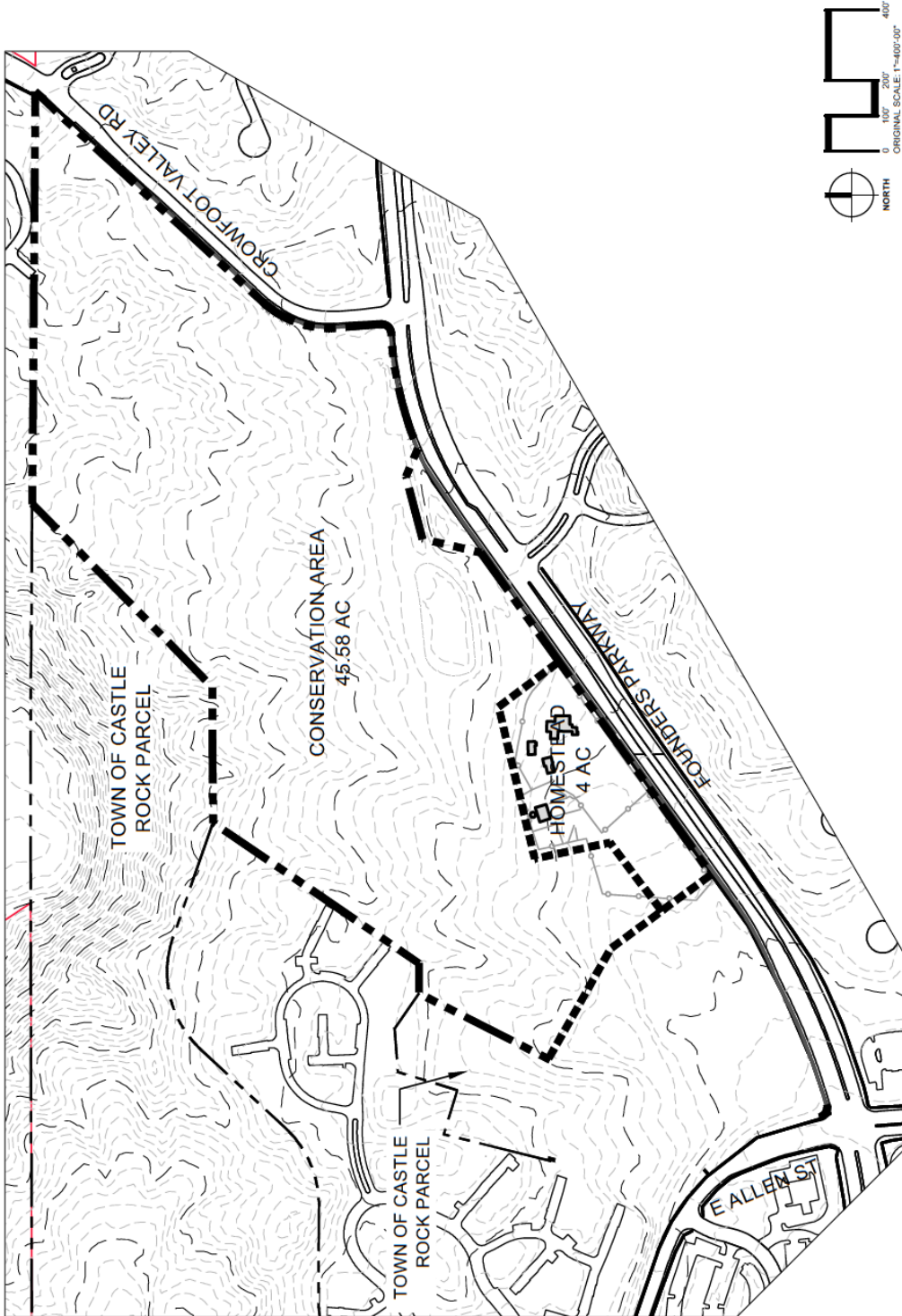


DATE	02/25/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21007
HORZ. SCALE	1" = 300'

9623 Mallard Pond Way Littleton, Colorado 80125 www.TRUENORTHsurvey.com 303.484.8886 Our Passion Shows Since 2008



# EXHIBIT B



## METZLER RANCH MASTER PLAN

### EXHIBIT B - CONSERVATION AREAS

DESIGNWORKSHOP

5 MARCH, 2021

## EXHIBIT C

### Legal Description of the Homestead Building Envelope



#### LEGAL DESCRIPTION HBE PARCEL

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 25, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6935 WHENCE A LINE TO THE SOUTHWEST CORNER OF SAID SECTION 25, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6395 BEARS S 00°05'11" E, A DISTANCE OF 2673.60 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID - NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

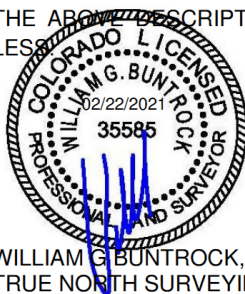
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER SAID SECTION 25 S 00°05'11" E, A DISTANCE OF 1309.13 FEET; THENCE PERPENDICULAR TO SAID WEST LINE N 89°54'49" E, A DISTANCE OF 75.77 FEET TO THE **POINT OF BEGINNING**;

THENCE S 35°45'06" E, A DISTANCE OF 196.58 FEET TO A POINT ON THE RIGHT OF WAY PARCEL DESCRIBED UNDER RECEPTION NO. 2018072620 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S 54°14'54" W, A DISTANCE OF 725.00 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY N 35°45'06" W, A DISTANCE OF 163.00 FEET; THENCE N 54°14'54" E, A DISTANCE OF 237.52 FEET; THENCE N 12°56'17" W, A DISTANCE OF 219.96 FEET; THENCE N 77°03'43" E, A DISTANCE OF 436.33 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 174,347 SQUARE FEET OR 4.00 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC TN 21007

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

HBE PARCEL  
174,347 SQUARE FEET  
4.00 ACRES +/-

# EXHIBIT A

PAGE 2 OF 2

POINT OF COMMENCEMENT  
WEST QUARTER CORNER  
SECTION 25 2.5" ALUMINUM  
CAP STAMPED PLS 6395

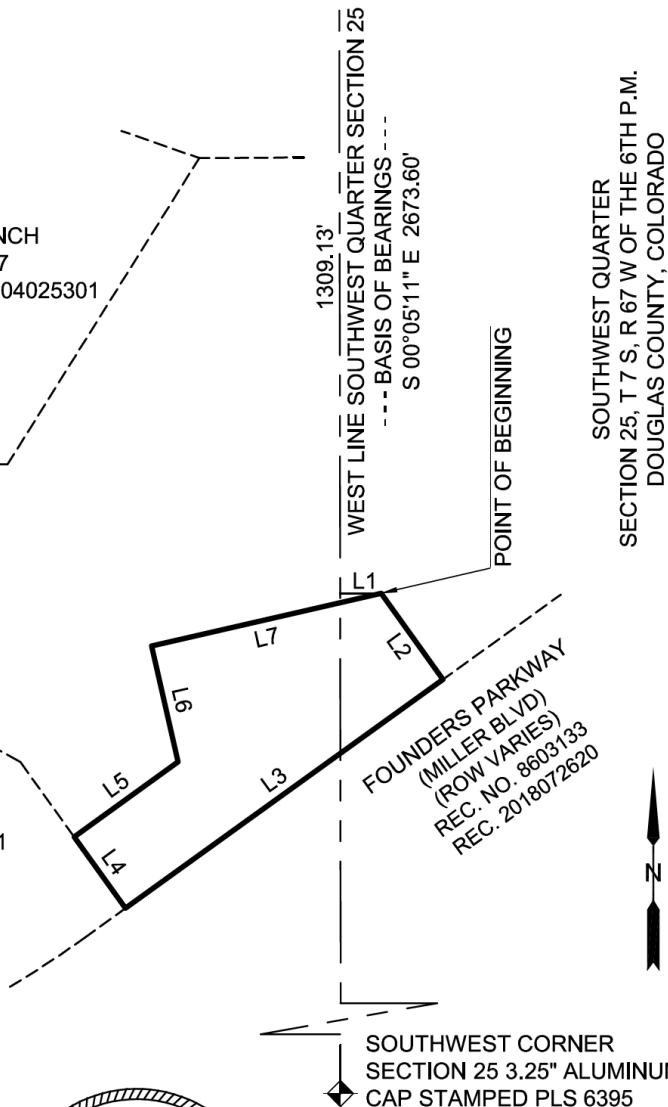
SOUTHEAST QUARTER  
SECTION 26, T 7 S, R 67 W OF THE 6TH P.M.  
DOUGLAS COUNTY, COLORADO

TRACT A  
METZLER RANCH  
FILING NO.7  
RECEPTION NO. 2004025301

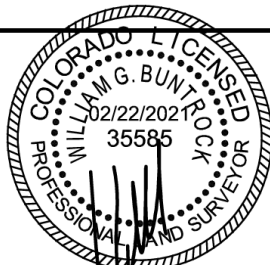
TRACT D  
METZLER RANCH  
FILING NO.7  
RECEPTION NO. 2004025301

TRACT A  
METZLER RANCH  
FILING NO.7  
RECEPTION NO. 2004025301

LINE	BEARING	DISTANCE
L1	N 89°54'49" E	75.77'
L2	S 35°45'06" E	196.58'
L3	S 54°14'54" W	725.00'
L4	N 35°45'06" W	163.00'
L5	N 54°14'54" E	237.52'
L6	N 12°56'17" W	219.96'
L7	N 77°03'43" E	436.33'



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



DATE	02/22/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21007
HORZ. SCALE	1" = 300'

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## EXHIBIT D

### Sample Notice of Transfer of Property

To: Douglas Land Conservancy ("Grantee")  
From: **[Insert name of fee owner]** ("Grantor")

Pursuant to Section 11 of the Deed of Conservation Easement recorded     (date)     under reception number \_\_\_\_\_, Grantee is hereby notified by Grantor of the transfer of the fee simple interest in the subject Property legally described in **Exhibit A** attached hereto effective **[insert date of closing]** to **[insert name of new Grantor]**, who can be reached at **[insert name, legal address, phone and fax number]**. Also pursuant to Section 11 of the aforementioned Deed of Conservation Easement, a copy of the new ownership deed is attached.

#### GRANTOR:

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

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_          )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

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

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

Date: \_\_\_\_\_

## DISCLOSURE OF PERPETUITY

The Division of Conservation and the Conservation Easement Oversight Commission administer Colorado's conservation easement state income tax credit. In order to be eligible for the tax credit, the conservation easement must be a restriction that forever runs with the land in perpetuity. To demonstrate that this requirement is well understood, and pursuant to 38-30.5-103(6) C.R.S., landowners that grant a conservation easement on and after January 1, 2020 are required to execute this form.

The landowner acknowledges that:

- the conservation easement is being granted in perpetuity; and
- the conservation easement may only be released, terminated, or extinguished if a court with jurisdiction determines that conditions on or surrounding the property change so that it becomes impossible to fulfill the conservation purposes that are defined in the conservation easement.

The undersigned understands the information provided herein and wishes to grant the conservation easement and, if applicable, apply for a Colorado state income tax credit. This form must be executed prior to granting the conservation easement. The signed form must be submitted to the Division of Conservation as part of the tax credit application.

**By signing below you acknowledge that the conservation easement is being granted in perpetuity.**

EDWARD N. BARAD, PERSONAL REPRESENTATIVE OF THE ROBERT F. METZLER ESTATE       <hr style="width: 80%; margin-left: 0;"/> <p style="text-align: center; margin-top: 10px;">Edward N. Barad</p>	DOUGLAS LAND CONSERVANCY, a Colorado non-profit corporation    By: _____ Name: Patricia A. Hostetler Title: Executive Director
--	---

**PERSONAL REPRESENTATIVE'S BARGAIN AND SALE DEED  
(11-Acre Parcel)**

THIS PERSONAL REPRESENTATIVE'S BARGAIN AND SALE DEED ("Deed") is granted on this \_\_\_\_ day of June, 2021, by **EDWARD N. BARAD, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ROBERT F. METZLER**, whose address is Brownstein Hyatt Farber Schreck, LLP, 410 17th Street, 22nd Floor, Denver, Colorado 80202, (hereinafter "Grantor"), and the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 (hereinafter "Grantee").

**WITNESSETH:**

**THAT GRANTOR**, who was appointed Personal Representative of the Estate of Robert F. Metzler by the District Court in and for the County of Clear Creek, Colorado, Probate No. 2020PR30018, on July 14, 2020, and is now qualified and acting in that capacity, has sold and conveyed, and by these presents does sell and convey in fee simple, unto Grantee, its successors and assigns forever, all of the real property, together with the improvements, if any, situate, lying and being in the County of Douglas, State of Colorado, described as follows:

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

**\*\* THIS DEED IS EXEMPT FROM PAYMENT OF THE DOCUMENTARY FEE  
PURSUANT TO C.R.S. §39-13-104(1)(a)\*\***

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

**TO HAVE AND TO HOLD** the Property above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever, subject, however, to all matters recorded and unrecorded, real property taxes and matters that would be disclosed by a survey or other inspection of the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the Declaration of Restrictive Covenants by Edward N. Barad, as Personal Representative of The Estate Of Robert F. Metzler, Deceased, dated as of \_\_\_\_\_, 2021, and recorded on \_\_\_\_\_, \_\_, 2021, at Reception No. \_\_\_\_\_, Douglas County real property records.

THIS DEED is dated as of the day and year first above written.

**GRANTOR:**

**Edward N. Barad, Personal Representative  
Estate of Robert F. Metzler**

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Edward N. Barad, as Personal Representative of the Estate of Robert F. Metzler.

Witness my official hand and seal.  
My commission expires:

Notary Public

(S E A L)

**GRANTEE:**

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

\_\_\_\_\_  
Michael Hyman, Town Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock,  
Colorado.

Witness my official hand and seal.  
My commission expires:

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

## **EXHIBIT A**

### **Legal Description of the Property**



## LEGAL DESCRIPTION ECBE PARCEL

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST QUARTER CORNER OF SAID SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6935 WHENCE A LINE TO THE SOUTHEAST CORNER OF SAID SECTION 26, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6395 BEARS S 00°05'11" E, A DISTANCE OF 2673.60 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID - NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER <sup>OF</sup> SAID SECTION 26 S 00°05'11" E, A DISTANCE OF 1407.28 FEET; THENCE PERPENDICULAR TO SAID EAST LINE S 89°54'49" W, A DISTANCE OF 1184.30 FEET TO A COMMON CORNER OF TRACT A AND TRACT D, METZLER RANCH FILING NO.7 AS DESCRIBED UNDER RECEPTION NO. 2004025301 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, SAID COMMON CORNER BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY AND SOUTHEASTERLY LINES OF SAID TRACT D THE FOLLOWING TWO (2) COURSES: 1) S 68°23'16" E, A DISTANCE OF 265.76 FEET; 2) N 29°11'51" E, A DISTANCE OF 68.00 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY LINE ALONG A LINE BEING PERPENDICULAR TO LAST CALL, S 60°48'09" E, A DISTANCE OF 356.67 FEET; THENCE S 35°45'06" E, A DISTANCE OF 333.39 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE AS DESCRIBED UNDER RECEPTION NO. 2018072620 IN SAID CLERK'S OFFICE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:

1) S 54°14'54" W, A DISTANCE OF 92.00 FEET;

2) ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1955.69 FEET, A CENTRAL ANGLE OF 09°00'43", AN ARC LENGTH OF 307.61 FEET, WHOSE CHORD BEARS S 58°45'16" W, A DISTANCE OF 307.29 FEET;



3) S 27°19'32" E, A DISTANCE OF 12.00 FEET TO A CORNER OF SAID RECEPTION NO. 2018072620, SAID CORNER ALSO BEING A POINT ON THE NORTHERLY LINE OF A RIGHT OF WAY LINE FOR FOUNDERS PARKWAY (FORMERLY MILLER BOULEVARD) AS RECORDED UNDER RECEPTION NO. 8603133 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID RECEPTION NO. 8603133, ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1967.69 FEET, A CENTRAL ANGLE OF 10°19'11", AN ARC LENGTH OF 354.41 FEET, WHOSE CHORD BEARS S 68°42'13" W, A DISTANCE OF 353.93 FEET TO A CORNER OF THE ALLEN STREET RIGHT OF WAY AS RECORDED UNDER RECEPTION NO. 01055443 OF SAID CLERK'S OFFICE;

THENCE ALONG THE EASTERLY AND NORTHERLY ALLEN STREET RIGHT OF WAY LINE AS DESCRIBED UNDER SAID RECEPTION NO. 01055443 THE FOLLOWING FIVE (5) COURSES:

1) ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 92°13'08", AN ARC LENGTH OF 48.29 FEET, WHOSE CHORD BEARS N 60°01'26" W, A DISTANCE OF 43.24 FEET;

2) N 13°54'52" W, A DISTANCE OF 103.29 FEET;

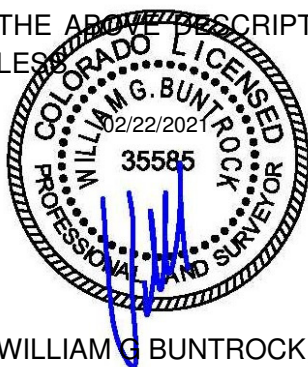
3) ALONG A CURVE TO THE LEFT WITH A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 10°29'05", AN ARC LENGTH OF 99.73 FEET, WHOSE CHORD BEARS N 19°09'24" W, A DISTANCE OF 99.59 FEET;

4) N 38°02'59" W, A DISTANCE OF 108.16 FEET;

5) ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 24°57'26", AN ARC LENGTH OF 230.86 FEET, WHOSE CHORD BEARS N 48°18'58" W, A DISTANCE OF 229.04 FEET TO A SOUTHERLY CORNER OF SAID TRACT A;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TRACT A N 28°33'36" E, A DISTANCE OF 434.93 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 479,379 SQUARE FEET OR 11.00 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC TN 21007 ECBE



NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

ECBE PARCEL  
479,379 SQUARE FEET  
11.00 ACRES +/-

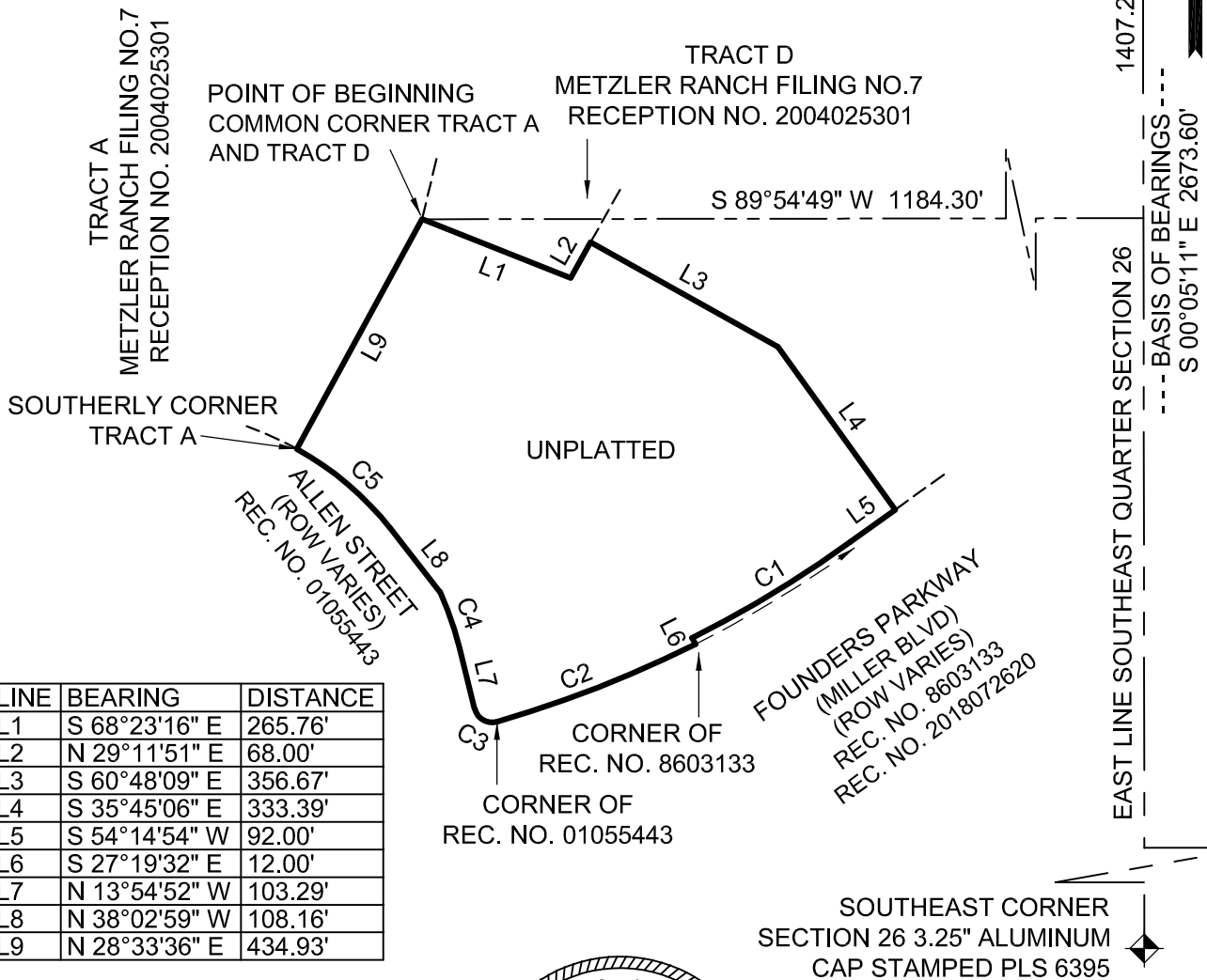
# EXHIBIT A

## PAGE 3 OF 3

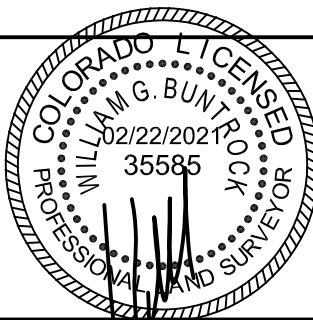
SOUTHEAST QUARTER  
SECTION 26, T 7 S, R 67 W OF THE 6TH P.M.  
DOUGLAS COUNTY, COLORADO

POINT OF COMMENCEMENT  
EAST QUARTER CORNER  
SECTION 26 2.5" ALUMINUM  
CAP STAMPED PLS 6395

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	9°00'43"	1955.69'	307.61'	S 58°45'16" W	307.29'
C2	10°19'11"	1967.69'	354.41'	S 68°42'13" W	353.93'
C3	92°13'08"	30.00'	48.29'	N 60°01'26" W	43.24'
C4	10°29'05"	545.00'	99.73'	N 19°09'24" W	99.59'
C5	24°57'26"	530.00'	230.86'	N 48°18'58" W	229.04'



LINE	BEARING	DISTANCE
L1	S 68°23'16" E	265.76'
L2	N 29°11'51" E	68.00'
L3	S 60°48'09" E	356.67'
L4	S 35°45'06" E	333.39'
L5	S 54°14'54" W	92.00'
L6	S 27°19'32" E	12.00'
L7	N 13°54'52" W	103.29'
L8	N 38°02'59" W	108.16'
L9	N 28°33'36" E	434.93'



DATE	02/22/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21007
HORZ. SCALE	1" = 300'

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

After Recording, Return to:

Brownstein Hyatt Farber Schreck, LLP  
410 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver, CO 80202  
Attn: Wayne F. Forman, Esq.

## **DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this “**Declaration**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”), by EDWARD N. BARAD, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ROBERT F. METZLER, DECEASED (“**Declarant**”).

### **RECITALS:**

A. Edward N. Barad was appointed Personal Representative of the Estate of Robert F. Metzler by the District Court in and for the County of Clear Creek, Colorado, Probate No. 2020PR30018, on July 14, 2020, and is now qualified and acting in that capacity.

B. Declarant is the owner of approximately eleven (11) acres of real property, located in Douglas County, State of Colorado, as more particularly described on Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein (the “**Property**”).

C. Declarant intends, immediately subsequent to the execution and recording of this Declaration, to donate the fee interest in the Property to the Town of Castle Rock (the “**Town**”).

D. The Douglas Land Conservancy (“**Beneficiary**”) is an intended beneficiary of this Declaration and has the authority to enforce the Declaration as provided below.

E. Beneficiary is also the grantee of that certain Deed of Conservation Easement donated by Declarant contemporaneously with this Declaration and encumbering the real property more particularly described on Exhibit C attached hereto and incorporated herein (the “**CE Property**”).

F. Declarant desires to establish certain covenants, conditions, and restrictions which will encumber the Property, for the mutual and reciprocal benefit and complement of the Property and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

### **RESTRICTIVE COVENANTS**

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Declarant hereby declares that the Property and all present and future owners and

occupants of the Property shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that the Property shall be owned, developed, maintained, kept, sold, and used in full compliance with and subject to this Declaration and, in connection therewith, Declarant covenants and agrees as follows:

1. Management Plan. The Town has prepared a land management plan (the “**Management Plan**”), which sets forth the operation and management plan for the Property, and which includes a Master Plan, which sets forth alternative plans for improvements on the Property. Copies of the Management Plan will be kept on file in the offices of the Town. The Property shall be operated and managed in accordance with the Management Plan or as otherwise set forth in this Declaration. Improvements on the Property may be constructed and installed in accordance with the Management Plan, and the provisions of Section 2 of this Declaration. A violation of the Management Plan shall be deemed a violation of this Declaration subject to the enforcement provisions and all other provisions set forth herein.

2. Restrictions.

2.1 Property Improvements. The Town shall not construct any buildings or other improvements (collectively, “**Improvements**”) on the Property except as expressly permitted herein. The Town may construct or place only the new Improvements listed below, and the Town shall provide prior notice of such construction to Beneficiary in accordance with Section 7 to allow Beneficiary to evaluate the consistency of the proposed Improvement with the terms and conditions of Section 1 and this Section 2 hereof and to update its records. Once constructed, the Town may maintain, repair, replace and reasonably enlarge such new Improvements in their initially-constructed locations without Beneficiary’s approval. “**Public Education and Community Improvements**” shall mean all covered (with a roof) or uncovered non-residential Improvements that are not intended for human habitation, but are intended for education and cultural facilities, including but not limited to, educational and meeting center, outdoor amphitheater, gazebos, or similarly-purposed structures, picnic areas, sheds, maintenance garages, restroom enclosures, outdoor kitchens, parking areas, and community gardens. “**Minor Public Recreation Improvements**” shall mean minor non-residential Improvements including, but not limited to, fences, benches, wildlife viewing platforms, sprinklers, water lines, water wells, ditches, underground utilities, drainage infrastructure, information kiosks, trail markers, interpretive signs and trash receptacles. Construction of improvements on the Property shall not cause drainage on to, or other adverse impacts to, the CE Property.

(a) Other Improvements.

(i) Roads and Trails. For purposes of this Section, “**Roads**” shall mean any permanent road that is graded, improved or maintained, including any seasonal unimproved roads and two-track roads. “**Trails**” shall mean any unimproved or improved path, or paved or unpaved trail constructed or established by and for human use, but shall not include trails established by wildlife which are permitted but may not be improved or enlarged unless otherwise approved by Beneficiary in accordance with Section 5 hereof. The Town may construct Roads or Trails only in the manner permitted below.

(1) Roads. The Town may construct new Roads and parking areas (which Roads and parking areas may be paved) to access the Improvements or the CE Property. The Town also may build a sidewalk along Founders Parkway.

(2) Trails. The Town may construct and establish new Trails on the Property in accordance with the Management Plan.

(ii) Fences. The Town may repair and replace existing fences and construct new fences anywhere on the Property but not in a manner so as to impede the movement of wildlife across the Property or the CE Property.

(iii) Signs. The Town may place and maintain signs for interpretation, facility identification, directions, rules and regulations on the Property. The Town may install signs that acknowledge the original landowner and the history of the Property.

2.2 Resource Management. Until the Town constructs the Improvements, it shall manage and maintain the Property in its current relatively natural state. If at any time, an Improvement is removed, the Town shall promptly and diligently re-vegetate any disturbed areas with native seed and/or vegetation.

(a) Timber and Vegetation. The Town may cut trees and vegetation to control insects and disease, to control invasive species, to prevent interference with fences or ditches, to prevent personal injury and property damage, and for fire mitigation purposes including limited and localized tree and vegetation thinning and the creation of defensible space for permitted Improvements. The Town may also cut dead trees for domestic uses on the Property such as firewood and construction of permitted buildings and fences. The Town shall not plant or permit the planting of any invasive plant species and shall promptly eradicate any invasive plant species that otherwise grow on the Property.

(b) Relatively Natural Habitat. The Town may conduct any activities to create, maintain, restore, or enhance wildlife habitat and native biological communities on the Property.

(c) Minerals and Other Deposits. As of the Effective Date, the Town owns all of the coal, oil, gas, hydrocarbons, and other minerals (the “Minerals”) located on, under, or in the Property or otherwise associated with the Property. This Declaration expressly prohibits the mining or extraction of Minerals using any surface mining method. The Town may permit subsurface access to Minerals from locations off the Property, provided that the Town shall not permit such subsurface access to disturb the subjacent and lateral support of the Property and shall not consent to any such activities off the Property that will cause adverse impacts on the Property or the CE Property. The Town shall not enter into any lease, surface use agreement, no-surface occupancy agreement, or any other instrument related to Minerals associated with the Property subsequent to the date it takes ownership of the Property.

(d) Recreation. The Town may undertake non-motorized, low-impact recreational uses such as, and without limitation, wildlife watching, biking, hiking, and cross-country skiing, and other recreational uses permitted by the Management Plan or an amendment thereto. Such uses shall

be non-motorized, except as otherwise set forth in Section 2.4(i). Trails are permitted only in accordance with Section 2.1(a)(i)(2).

(e) Educational/Interpretive Activities. The Town may use the Property for educational and interpretive activities without Beneficiary's permission.

(f) Special Events. The Town may conduct, or to permit others to conduct, special events on the Property ("**Special Events**"). The Town shall promptly and diligently re-vegetate any areas disturbed by a Special Event with native seed and/or vegetation. The Town may permit short-term temporary portable toilets to be located on the Property for the duration of any Special Event.

(g) Water Rights. No water rights are included in the Property subject to this Declaration.

2.3 Maintenance. Upon the conveyance of the Property to the Town, the Town shall maintain the Property in a clean and neat condition and shall take measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

#### 2.4 Restricted Practices.

(a) Land and Ownership Division. At all times, the Town shall own and convey the Property in unified title as a single tract of land which shall be subject to the terms and conditions of this Declaration. The division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests is prohibited. Division or subdivision shall include, but not be limited to, any subdivision, short subdivision into remainder tracts, platting, testamentary division or other process by which the Property is divided in ownership or in which legal or equitable title to different portions of the Property are held by different owners. The Town may not indirectly divide any of the Property through the allocation of property rights among partners, shareholders or members of any legal entity, creation of a horizontal property regime, interval or time-share ownership, partitioning among tenants-in-common, judicial partition or by any other means.

(b) Surface Disturbance. Any alteration of the surface of the land, including without limitation, the movement, excavation, extraction or removal of soil, sand, gravel, rock, peat or sod, is prohibited, unless such alteration is associated with acts on and uses of the Property otherwise permitted by this Declaration.

(c) Commercial or Industrial Activity. The Town shall not conduct industrial or commercial uses on the Property. Notwithstanding the foregoing, "commercial use" shall not be construed to mean any activity for which a fee is charged if the activity is otherwise permitted by the terms of this Declaration. Notwithstanding the foregoing, the Town may allow short-term, temporary, concession stands, food trucks, and other similar commercial enterprises and vendors during Special Events or other activities permitted by this Declaration.

(d) Feed Lot/Livestock/Grazing. The Town shall not establish or maintain a feed lot. For purposes of this Declaration, “feed lot” means a permanently constructed confined area or facility which is used and maintained continuously and exclusively for purposes of warm-up or fattening large numbers of livestock for market. The Town shall not confine livestock on the Property or lease pasture for grazing on the Property; provided, however, that the Town may permit the grazing of goats on the Property for the purpose of weed control.

(e) Public Access. Declarant acknowledges that the Town intends to permit public access to the Property, in accordance with the Management Plan, for use by the public for purposes permitted by this Declaration.

(f) Wildlife Control. Live trapping may be allowed by the Town as deemed necessary to study threatened or endangered species, species proposed for listing, or species of concern. The Town reserves the right to relocate from, or otherwise dispose of, rodents or non-native or exotic wildlife species located on the Property, subject to applicable law. Notwithstanding the foregoing, the Town, or any other party, shall not release any rodents, or non-native or exotic wildlife species on to the Property, including any wildlife species intended to be relocated from another Property, and any release of other native wildlife species on the Property is subject to applicable law.

(g) Trash. The Town may not dump or accumulate any kind of trash, sludge, or refuse on the Property, except for farm-related trash and refuse produced on the Property that is promptly removed from the Property.

(h) Hazardous Materials. The Town may use agri-chemicals on the Property in accordance with all applicable federal, state or local laws. For purposes of this Declaration, “**Hazardous Materials**” shall mean: (A) any “hazardous substance” as defined in § 9601(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“**CERCLA**”); (B) any “pollutant or contaminant” as defined in § 9601(33) of CERCLA; and (C) any hazardous waste as defined in C.R.S. § 25-15-101(6), or any of items included within the non-exhaustive list of over 600 substances listed in 40 C.F.R. § 302.4 that qualify as hazardous substances under CERCLA. The use, treatment, storage, disposal, or release of Hazardous Materials consisting of agri-chemicals and typical cleaning products shall only be permitted in accordance with applicable, federal, state and local law and regulations. The use, treatment, storage, disposal, or release of other Hazardous Materials on the Property is prohibited. Without limiting the foregoing, nothing in this Declaration shall be construed as giving rise to any right or ability in Beneficiary, nor shall Beneficiary have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of CERCLA.

(i) Motorized Vehicle Operation. The Town may operate motorized vehicles on the Property for property management, public safety, and other purposes associated with permitted acts on or use of the Property. Subject to the provisions of Section 2.4(e), the Town may permit members of the public to access the Property (A) by motorized vehicles only on the Roads or within parking areas; (B) utilizing power-driven devices for disabled persons on Roads and Trails and only pursuant to the Town’s adopted rules and regulations; (C) using electric bicycles only on Roads and Trails and only pursuant to the Town’s adopted rules and regulations; and (D) to the extent otherwise

required to comply with the Americans with Disabilities Act and in accordance with the Management Plan or as otherwise approved by Beneficiary pursuant to Section 5 hereof.

(j) Prohibited Recreational Facilities. Except as set forth in Section 2.1, the Town shall not develop or use facilities for purposes of intensive recreational activities. “**Intensive Recreational Activities**” shall be defined for purposes of this Declaration as those recreational activities that concentrate people in a relatively confined area for significant periods of time; provided, however that Intensive Recreational Activities shall not include Special Events. Examples of facilities intended for Intensive Recreational Activities that are prohibited by this Section include, but are not limited to, athletic and sport fields, campgrounds, golf courses, and airport landing strips.

(k) Off-Road Vehicle Courses. The Town shall not construct off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles.

3. Responsibilities of the Town and Beneficiary Not Affected. Other than as specified in this Declaration or the Management Plan, this Declaration is not intended to impose any legal or other responsibility on Beneficiary, or in any way to affect any existing obligations of the Town as owner of the Property. The Town shall continue to be solely responsible and Beneficiary shall have no obligation for the upkeep and maintenance of the Property and the Town understands that nothing in this Declaration relieves the Town of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:

3.1 Taxes. If the Town or the Property ever become subject to property taxes, the Town shall be solely responsible for payment of all taxes and assessments levied against the Property. If Beneficiary is ever required to pay any taxes or assessments on its interest in the Property, the Town will reimburse Beneficiary for the same. If for any reason the Town fails to pay any taxes, assessments or similar requisite charges, Beneficiary may pay such taxes, assessments or similar requisite charges, and may bring an action against the Town to recover all such taxes, assessments and similar charges plus interest thereon at the rate charged delinquent property taxes by the county assessor’s office in which the Property is located.

3.2 Hold Harmless. The Town shall not hold Beneficiary and its members, officers, directors, employees, agents, and contractors (collectively, the “**Beneficiary Parties**”) responsible or liable for any and all loss, damage, cost, or expense, including reasonable attorneys’ fees, arising from or in any way related to: (a) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, except to the extent due to the act or omission of Beneficiary Parties; (b) the Town’s obligations under this Declaration; (c) the presence or release of hazardous materials on, under, or about the Property under Section 2.4(h) hereof; (d) the existence of any underground storage tanks on the Property; or (e) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of Beneficiary Parties, in any way affecting, involving, or relating to the Property.

4. Enforcement.

4.1 Beneficiary may enter upon the Property at reasonable times to monitor the Town's compliance with and otherwise enforce the terms of this Declaration; provided that, prior to such entry, Beneficiary shall first provide reasonable notice to the Town, and Beneficiary shall not unreasonably interfere with the Town's use and quiet enjoyment of the Property;

4.2 Beneficiary may prevent any activity on or use of the Property that is inconsistent with the express terms of this Declaration, and Beneficiary may require the restoration of such areas or features of the Property that are damaged by an inconsistent activity or use to the Property's condition at the Effective Date and any update thereto; provided, however, that if the condition of the Property immediately prior to the damage was materially improved as compared to the condition of the Property at the Effective Date, the Town shall restore the Property to its condition immediately prior to such damage.

4.3 Beneficiary may access the Property in accordance with the provisions of Section 4.1 hereof, including vehicular, pedestrian or equestrian access, or using imagery captured by airplane flyover, satellite, drones or other electronic devices, as necessary or appropriate to exercise Beneficiary's rights hereunder, over and across any property and all rights-of-way and roads owned by the Town or over which the Town has or shall have rights of access to the Property. Beneficiary may use snowmobiles, ATVs, motorcycles or other motorized vehicles to conduct monitoring but shall do so subject to the same limitations as applicable to the Town;

4.4 Beneficiary may enforce the terms and provisions of this Declaration.

4.5 Beneficiary may appoint a third party to enforce this Declaration.

4.6 In addition to any remedies at law or in equity, Beneficiary shall have the right to seek an injunction and specific performance in order to enforce and to effectuate the provisions of this Declaration.

4.7 The failure of Beneficiary or the third party to enforce such provisions shall not be deemed a waiver of the right to do so in the future or deemed a waiver or approval as to any subsequent violation.

4.8 If Beneficiary finds what it believes is a violation of the terms of this Declaration or the Management Plan, Beneficiary shall immediately notify the Town in writing of the nature of the alleged violation ("**Notice of Violation**"). Upon receipt of the Notice of Violation, the Town shall immediately discontinue the activity or use that has caused the alleged violation and shall either: (a) restore the Property to its condition prior to the violation in accordance with a written restoration plan ("**Restoration Plan**"); or (b) provide a written explanation to Beneficiary of the reason why the alleged violation should be permitted. The Restoration Plan shall be submitted to Beneficiary within twenty (20) days after the Town's receipt of the Notice of Violation, or within a longer time period if so specified by Beneficiary in the Notice of Violation. The Restoration Plan shall be approved or disapproved by Beneficiary pursuant to Section 5 hereof. The Town shall begin restoring the Property in accordance with the Restoration Plan within ten (10) days after it is approved or deemed approved by Beneficiary and diligently pursue such cure to completion in compliance with the terms of the approved Restoration Plan; provided, however, that if the Town is unable to begin restoring



the Property within ten (10) days after the Restoration Plan is approved by Beneficiary as a result of weather or other natural hazard, as soon as is practicable. If the condition described in clause (b) above occurs, the parties agree to meet within thirty (30) days to resolve this difference. If the parties are unable to meet within such thirty (30) day period or if the parties are able to meet but are unable to resolve the dispute at the meeting, Beneficiary may, at its discretion, take appropriate legal action. If after receipt of the Notice of Violation, the Town continues the activity or use that caused the alleged violation or if a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Beneficiary may seek an injunction to stop it, temporarily or permanently, prior to the parties meeting and prior to completion of the Restoration Plan. A court may also issue an injunction to require the Town to restore the Property to the Property's condition at the Effective Date, and may order the Town to pay any restoration costs necessitated by the Town's violation of the terms of this Declaration.

(a) Remedies Cumulative. Beneficiary's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Enforcement of the terms of this Declaration shall be at the discretion of Beneficiary, and the failure of Beneficiary to discover a violation or to take action shall not waive any of Beneficiary's rights, claims or interests in pursuing any such action at a later date.

(b) Costs and Fee Recovery. The Town shall pay all reasonable costs and fees incurred by Beneficiary in the administration and enforcement of this Declaration, including, without limitation, costs and expenses of investigation, dispute management, negotiation, mediation, settlement or suit, and reasonable attorney's, expert's, and consultant's fees, staff time and any fees and costs of restoration, remediation or other damage correction necessitated by any such action shall be borne by the Town provided, however, that if the Town ultimately prevails in full in a judicial enforcement action, each party shall bear its own costs. If Beneficiary prevails in part, then the Town shall be responsible for all fees and costs of both parties as set forth above.

## 5. Beneficiary's Approval.

5.1 Where the Town's notice is required in this Declaration, the Town shall notify Beneficiary in writing not less than sixty (60) calendar days prior to the date the Town intends to undertake the activity in question. The written notice shall describe the proposed activity in sufficient detail (i.e. location, size, scope, design, nature) to allow Beneficiary to evaluate the consistency of the proposed activity with the pertinent terms of this Declaration.

5.2 Where Beneficiary's approval is required in this Declaration, Beneficiary shall grant or withhold its approval in writing within thirty (30) calendar days of receipt of the Town's written notice thereof. Beneficiary's decision may be withheld if Beneficiary is unable to immediately evaluate the proposed action. The Town shall not engage in the proposed act or use until the Town receives Beneficiary's approval in writing. As part of its determination, Beneficiary shall consider the proposed manner in which the proposed activity will be conducted, and whether it complies with the terms of this Declaration. Beneficiary's approval may be withheld in its sole discretion. If Beneficiary fails to respond to the Town's request within such thirty (30) calendar day period, the Town's request shall be deemed a constructive denial. Because a constructive denial is not a decision by Beneficiary on the merits of the Town's request, such constructive denial is not final or binding,

and the Town may resubmit the same or a similar request to Beneficiary in accordance with the terms of this Section 5. The Town shall pay any and all costs associated with the evaluation of the proposed use or activity and incurred by Beneficiary, including, but not limited to, staff time, legal fees, and resource specialist fees.

6. Covenants Running with the Land. All covenants, conditions, restrictions, reservations, easements, charges, liens and other provisions of this Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of Declarant, Beneficiary, the Town, and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives; provided, however, that Beneficiary's obligations, if any, set forth in this Declaration shall expire on the date that is twenty (20) years after the Effective Date, but the Town's obligation to comply with this Declaration shall remain in perpetuity.

7. Notices. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

To Declarant: Edward N. Barad, Executor  
Brownstein Hyatt Farber Schreck, LLP  
410 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver, CO 80202  
Email: [ebarad@bhfs.com](mailto:ebarad@bhfs.com)  
Phone: 720-987-3108

With a copy to: Wayne F. Forman  
Brownstein Hyatt Farber Schreck, LLP  
410 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver, CO 80202  
Email: [wforman@bhfs.com](mailto:wforman@bhfs.com)  
Phone: 720-987-3120

To Beneficiary: Douglas Land Conservancy  
P.O. Box 462  
Castle Rock, CO 80104  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

With a copy to: Melinda Beck  
Otten Johnson Robinson Neff + Ragonetti PC  
950 17<sup>th</sup> Street, Suite 1600  
Denver, CO 80202  
Email: [mbeck@ottenjohnson.com](mailto:mbeck@ottenjohnson.com)

Phone: 303-575-7529

To the Town: Town of Castle Rock  
100 N. Wilcox Street  
Castle Rock, Colorado 80104  
Attention: Michael J. Hyman, Town Attorney  
Email: [MHyman@CRgov.com](mailto:MHyman@CRgov.com)  
Fax: 303-660-1028

8. General Provisions.

8.1 Severability. In the event that any part of this Declaration shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Declaration and the remaining portions of this Declaration shall be valid and enforceable.

8.2 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

8.3 Governing Law and Venue. The laws of the State of Colorado shall govern the validity, construction, enforcement, and interpretation of this Declaration.

8.4 Joint and Several Liability. If the Town at any time owns the Property in joint tenancy or tenancy in common, the Town shall be jointly and severally liable for all obligations set forth in this Declaration.

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

8.6 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

8.7 Amendments. This Declaration and the Management Plan may be amended only with the written consent of the Town and Beneficiary, to be granted or withheld in each party's sole discretion. Any amendment must not permit development, improvements, or uses prohibited by this Declaration on the Effective Date. Any amendment must be in writing, signed by Beneficiary and the Town, and recorded in the records of the Clerk and Recorder of Douglas County. Beneficiary shall have the right to charge a fee to the Town for reasonable costs incurred by Beneficiary, including staff and consultant time and reasonable attorney's fees, associated with any amendment. The term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to

this Declaration or the Management Plan. In order to preserve the Declaration's priority, Declarant may require that the Town obtain subordinations of any liens, mortgages, easements, or other encumbrances. Nothing in this Section shall be construed as requiring the Town to agree to any particular proposed amendment.

8.8 Multiple Counterparts. This Declaration may be executed in a number of identical counterparts.

8.9 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Declaration and any aspect thereof.

8.10 Waiver. No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Declaration shall be established by conduct, custom, or course of dealing and all waivers must be in writing and signed by the waiving party.

8.11 No Third Party Beneficiaries. This Declaration does not create rights or responsibilities in any third parties except as expressly reserved herein.

8.12 Recording. Declarant shall record this Declaration in a timely fashion in the official real property records of Douglas County, Colorado.

8.13 No Waiver of Governmental Immunity. The parties acknowledge that, upon the Town's taking ownership of the Property, the Town, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Declaration, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, as amended.

8.14 Annual Appropriation. The parties acknowledge that, to the extent that any financial obligation of this Declaration is subject to the multiple fiscal year obligations of Article 10, Section 20(4)(b) of the Colorado Constitution or C.R.S. § 29-1-110, such obligation may be subject to annual appropriation by the Town once it takes ownership of the Property. The foregoing is not an agreement or an acknowledgement by either the Town or Beneficiary that any financial obligation which could arise pursuant to this Declaration would be subject to the requirement that funds for such financial obligation must be appropriated by the Town. Nothing in this Declaration shall be deemed to be a waiver of any rights that Beneficiary may have pursuant to C.R.S. § 30-25-104. Nothing in this Section 9 shall prevent Beneficiary from enforcing the Declaration in accordance with its terms, despite a failure by the Town to appropriate funds.

[Signature Pages Follows]

IN WITNESS WHEREOF, the undersigned executes this Declaration on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**DECLARANT:**

**EDWARD N. BARAD, PERSONAL  
REPRESENTATIVE OF THE ROBERT F.  
METZLER ESTATE**

\_\_\_\_\_  
Edward N. Barad

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Edward N. Barad, as Personal Representative of the Estate of Robert F. Metzler, Deceased.

Witness my hand and official seal.

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

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

Agreed to and accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Lisa Anderson as Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

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

( S E A L )

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

Agreed to and accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**DOUGLAS LAND CONSERVANCY,**  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Patricia A. Hostetler, Executive Director

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Patricia A. Hostetler as Executive Director of Douglas Land Conservancy, a Colorado nonprofit corporation.

Witness my hand and official seal.

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

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

EXHIBIT A  
DESCRIPTION OF THE RESTRICTED PROPERTY



EXHIBIT B  
DEPICTION OF THE RESTRICTED PROPERTY

EXHIBIT C  
DESCRIPTION OF THE CE PROPERTY



**LEGAL DESCRIPTION  
METZLER CONSERVATION EASEMENT**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., INCLUDING A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 2019047013 OF THE DOUGLAS COUNTY CLERK AND RECORDER OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 25, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6935 WHENCE A LINE TO THE SOUTHWEST CORNER OF SAID SECTION 25, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6395 BEARS S 00°05'11" E, A DISTANCE OF 2673.60 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID - NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID NORTH LINE ALSO BEING THE SOUTHERLY LINE OF BROOKWOOD SUBDIVISION FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 2006019898 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE S 89°43'49" E, A DISTANCE OF 633.14 FEET TO THE MOST EASTERLY CORNER OF TRACT D, METZLER RANCH FILING NO.3 AS RECORDED UNDER RECEPTION NO. 01055443 OF SAID CLERK'S OFFICE, SAID CORNER BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE S 89°43'49" E, A DISTANCE OF 1113.79 FEET TO A CORNER OF A RIGHT OF WAY PARCEL DESCRIBED UNDER RECEPTION NO. 2018072620 OF SAID CLERK'S OFFICE;

THENCE ALONG THE WESTERLY AND NORTHERLY RIGHT OF WAY LINE AS DESCRIBED UNDER SAID RECEPTION NO. 2018072620 THE FOLLOWING TWELVE (12) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 979.50 FEET, A CENTRAL ANGLE OF 06°30'28", AN ARC LENGTH OF 111.25 FEET, WHOSE CHORD BEARS S 40°25'51" W, A DISTANCE OF 111.19 FEET;
- 2) S 46°54'00" E, A DISTANCE OF 13.52 FEET; 3) S 43°59'13" W, A DISTANCE OF 477.96 FEET;
- 4) N 46°00'47" W, A DISTANCE OF 13.50 FEET; 5) S 43°59'13" W, A DISTANCE OF 196.56 FEET;

6) ALONG A CURVE TO THE LEFT WITH A RADIUS OF 371.00 FEET, A CENTRAL ANGLE OF 48°23'58", AN ARC LENGTH OF 313.40 FEET, WHOSE CHORD BEARS S 19°47'14" W, A DISTANCE OF 304.16 FEET;

7) S 04°23'49" E, A DISTANCE OF 18.97 FEET;

8) ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 223.99 FEET, A CENTRAL ANGLE OF 16°15'42", AN ARC LENGTH OF 63.57 FEET, WHOSE CHORD BEARS S 03°43'04" W, A DISTANCE OF 63.36 FEET;

9) ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 73.74 FEET, A CENTRAL ANGLE OF 63°39'00", AN ARC LENGTH OF 81.92 FEET, WHOSE CHORD BEARS S 46°27'19" W, A DISTANCE OF 77.77 FEET;

10) ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 1017.00 FEET, A CENTRAL ANGLE OF 27°49'22", AN ARC LENGTH OF 493.85 FEET, WHOSE CHORD BEARS S 68°09'35" W, A DISTANCE OF 489.01 FEET;

11) S 54°11'38" W, A DISTANCE OF 103.55 FEET;

12) S 54°14'54" W, A DISTANCE OF 1111.94 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE N 35°45'06" W, A DISTANCE OF 333.39 FEET;

THENCE N 60°48'09" W, A DISTANCE OF 356.67 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT D, METZLER RANCH FILING NO.7 AS RECORDED UNDER RECEPTION NO. 2004025301 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID SOUTHEASTERLY LINE N 29°11'51" E, A DISTANCE OF 432.00 FEET TO A COMMON CORNER OF SAID TRACT D AND TRACT A, SAID METZLER RANCH FILING NO.7;

THENCE ALONG A SOUTHERLY AND SOUTHEASTERLY LINE OF SAID TRACT A THE FOLLOWING TWO (2) COURSES:

1) N 89°40'22" E, A DISTANCE OF 77.00 FEET;

2) N 32°04'47" E, A DISTANCE OF 668.62 FEET TO A COMMON CORNER OF SAID TRACT A AND TRACT D OF SAID METZLER RANCH FILING NO.3;

THENCE ALONG THE SOUTHERLY AND SOUTHEASTERLY LINE OF SAID TRACT D, METZLER RANCH FILING NO.3 THE FOLLOWING TWO (2) COURSES:

1) N 89°40'22" E, A DISTANCE OF 385.59 FEET; 2) N 45°28'26" E, A DISTANCE OF 710.64 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIPTION CONTAINS 2,159,682 SQUARE FEET OR 49.58 ACRES MORE OR LESS.

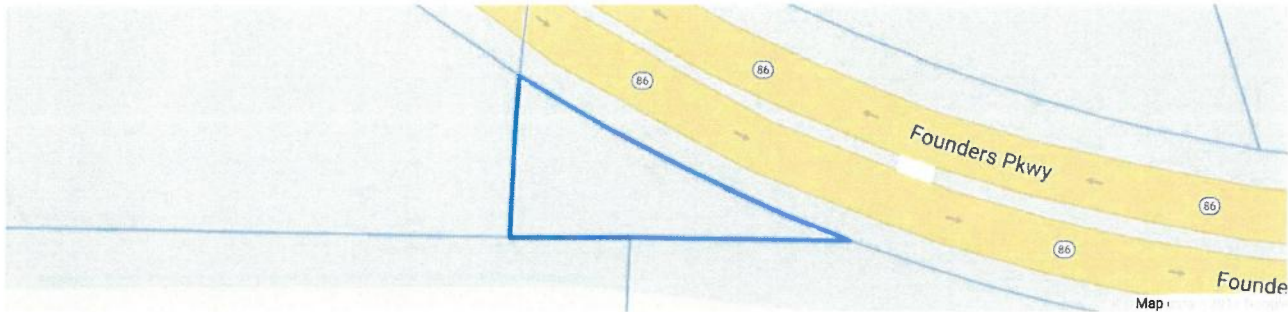


WILLIAM G BUNTROCK, PLS  
COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC TN 21007 R2

## Land Parcel Description

No Address

**Ownership Information**  
RMZ CORPORATION  
P O BOX 85  
CASTLE ROCK, CO 80104



Account #: R0428187  
State Parcel #: 2351-250-00-029  
Account Type: Vacant Land  
Tax District: 0243  
Neighborhood-Ext:

**Owner Info**  
RMZ CORPORATION  
P O BOX 85  
CASTLE ROCK, CO 80104

Building Count: 0  
Building Permit Authority: Douglas County  
Phone: 303-660-7497

**Subdivision**  
Name: METES AND BOUNDS  
Reception No: 0000051

**Location Description**  
TRACT IN SW1/4SE1/4 LYING SOUTH OF FOUNDERS PKWY 25-7-67 0.020 AM/L

**Public Land Survey System (PLSS) Location**  
Quarter: SW; Section: 25; Township: 7; Range: 67

Land Parcel Description

No Address

Ownership Information

ROBERT F METZLER & ROSEMARY M METZLER  
PO BOX 85  
CASTLE ROCK, CO 80104



Account #: R0404203  
State Parcel #: 2351-274-00-013  
Account Type: Vacant Land  
Tax District: 0217  
Neighborhood-Ext:

Owner Info

ROBERT F METZLER & ROSEMARY M METZLER  
PO BOX 85  
CASTLE ROCK, CO 80104

Building Count: 0  
Building Permit Authority: Town of Castle Rock  
Phone: 720-733-3527

Subdivision

Name: METES AND BOUNDS  
Reception No: 0000051

Location Description

E1/2 OF VACATED CASTLETON CT IN E1/2NE1/4SE1/4 27-7-67 0.289 AM/L

Public Land Survey System (PLSS) Location

Quarter: SE; Section: 27; Township: 7; Range: 67



**METZLER SFE  
PURCHASE AGREEMENT**

**DATE:** \_\_\_\_\_, 2021.

**PARTIES:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, acting by and through the Town of Castle Rock Water Enterprise, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

**ESTATE OF ROBERT F. METZLER**, by Edward N. Barad, Personal Representative, Brownstein Hyatt Farber & Schreck, LLP 410 17<sup>th</sup> Street, Denver, Colorado 80202 (“Metzler”).

**RECITALS:**

A. Metzler owns certain property located at 3183 Crowfoot Valley Road, Castle Rock, Colorado, more specifically described in the attached ***Exhibit 1*** (“Ranch Property”).

B. Metzler and Town are in discussions regarding Metzler’s conveyance of the Ranch Property to the Town.

C. Town and Metzler are parties to the Metzler Ranch Development Agreement dated October 24, 1996, which required the conveyance of water rights to the Town to meet the water demand requirements for the Metzler Ranch PD.

D. With conveyance of the water rights, the Metzler Ranch Water Banks 2 and 3 (collectively, the “Water Banks”) were established for development of Metzler’s property within the Metzler Ranch PD.

E. If the Ranch Property is donated to the Town by Metzler, it is anticipated that a conservation easement will be placed upon the Ranch Property, and in that event, the remaining development entitlements will no longer be necessary.

F. The Metzler Ranch 2 Water Bank has a credit balance of 11 SFE and the Metzler Ranch 3 Water Bank has a credit balance of 74 SFE (collectively, the “Remainder SFE”).

G. The Town has agreed to purchase the Remainder SFE on the terms of this Agreement if the Ranch Property is conveyed to the Town.

#### **COVENANTS:**

**THEREFORE**, in reliance on the matters set forth above and in consideration of the mutual promises contained in this Agreement, the Parties agree and covenant as follows:

**Section 1. SFE Purchase.** Town shall purchase the Remainder SFE from Metzler at the rate of \$2,750 per SFE, for a total purchase price of \$233,750. The Town's purchase of the Remainder SFE shall be conditioned on the conveyance of the Ranch Property to the Town. Should the Ranch Property conveyance not take place, this Agreement shall be of no further force or effect. This Agreement does not obligate Metzler to convey the Ranch Property to the Town.

**Section 2. Closing.** Concurrently with the conveyance of the Ranch Property from Metzler to the Town, Town shall pay to Metzler \$233,750 for the Remainder SFE and the Metzler Ranch Water Bank 2 shall be debited 11 SFE and the Metzler Ranch Water Bank 3 shall be debited 74 SFE, resulting in a zero balance in each Water Bank.

**Section 3. Entire Agreement.** This Agreement represents the entire agreement between the parties regarding the conveyance of the Remainder SFE and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

**Section 4. Default and Remedies.** In the event either party should default in performance of its obligations under this agreement, the non-defaulting party shall be entitled to pursue any and all legal remedies available at law or in equity.

**Section 5. Counterparts.** This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Delivery of a signed version of this Agreement by facsimile or e-mail shall be deemed to be binding and effective for all purposes.



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

---

David L. Corliss, Town Manager

**Approved as to form:**

**Approved as to content:**

---

Michael Hyman, Town Attorney

---

Mark Marlowe, Director of Castle Rock Water

**ESTATE OF ROBERT F. METZLER:**

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By: Edward N. Barad, Personal Representative



## EXHIBIT 1

### LEGAL DESCRIPTION OVERALL PARCEL

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 25, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6935 WHENCE A LINE TO THE SOUTHWEST CORNER OF SAID SECTION 25, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6395 BEARS S 00°05'11" E, A DISTANCE OF 2673.60 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID - NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER SAID SECTION 25, SAID NORTH LINE ALSO BEING THE SOUTHERLY LINE OF BROOKWOOD SUBDIVISION FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 2006019898 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, S 89°43'49" E, A DISTANCE OF 633.14 FEET TO THE MOST EASTERLY CORNER OF TRACT D, METZLER RANCH FILING NO.3 AS RECORDED UNDER RECEPTION NO. 01055443 OF SAID CLERK'S OFFICE, SAID CORNER BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE S 89°43'49" E, A DISTANCE OF 1113.79 FEET TO A CORNER OF A RIGHT OF WAY PARCEL DESCRIBED UNDER RECEPTION NO. 2018072620 OF SAID CLERK'S OFFICE;

THENCE ALONG THE WESTERLY AND NORTHERLY RIGHT OF WAY LINE AS DESCRIBED UNDER SAID RECEPTION NO. 2018072620 THE FOLLOWING ELEVEN (11) COURSES:

1) ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 979.50 FEET, A CENTRAL ANGLE OF 06°30'28", AN ARC LENGTH OF 111.25 FEET, WHOSE CHORD BEARS S 40°25'51" W, A DISTANCE OF 111.19 FEET;

2) S 46°54'00" E, A DISTANCE OF 13.52 FEET; 3) S 43°59'13" W, A DISTANCE OF 477.96 FEET; 4) N 46°00'47" W, A DISTANCE OF 13.50 FEET; 5) S 43°59'13" W, A DISTANCE OF 196.56 FEET;

6) ALONG A CURVE TO THE LEFT WITH A RADIUS OF 371.00 FEET, A CENTRAL ANGLE OF 48°23'58", AN ARC LENGTH OF 313.40 FEET, WHOSE CHORD BEARS S 19°47'14" W, A DISTANCE OF 304.16 FEET;



7) S 04°23'49" E, A DISTANCE OF 18.97 FEET;

8) ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 223.99 FEET, A CENTRAL ANGLE OF 16°15'42", AN ARC LENGTH OF 63.57 FEET, WHOSE CHORD BEARS S 03°43'04" W, A DISTANCE OF 63.36 FEET;

9) ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 73.74 FEET, A CENTRAL ANGLE OF 63°39'00", AN ARC LENGTH OF 81.92 FEET, WHOSE CHORD BEARS S 46°27'19" W, A DISTANCE OF 77.77 FEET;

10) ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 1017.00 FEET, A CENTRAL ANGLE OF 06°16'47", AN ARC LENGTH OF 111.47 FEET, WHOSE CHORD BEARS S 78°55'52" W, A DISTANCE OF 111.41 FEET;

11) THENCE ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 1017.00 FEET, A CENTRAL ANGLE OF 07°44'30", AN ARC LENGTH OF 137.41 FEET, WHOSE CHORD BEARS S 71°55'14" W, A DISTANCE OF 137.31 FEET TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND RECORDED UNDER RECEPTION NO. 2019047013 OF SAID CLERK'S OFFICE;

THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID RECEPTION NO. 2019047013 THE FOLLOWING THREE (3) COURSES:

1) N 84°52'40" W, A DISTANCE OF 74.41 FEET; 2) S 75°58'35" W, A DISTANCE OF 179.93 FEET; 3) S 19°13'10" W, A DISTANCE OF 149.90 FEET TO A POINT ON SAID RIGHT OF WAY LINE AS RECORDED UNDER RECEPTION NO. 2018072620;

THENCE ALONG THE NORTHERLY AND WESTERLY RIGHT OF WAY LINE AS DESCRIBED UNDER SAID RECEPTION NO. 2018072620 THE FOLLOWING THREE (3) COURSES:

1) S 54°14'54" W, A DISTANCE OF 1203.94 FEET;

2) ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1955.69 FEET, A CENTRAL ANGLE OF 09°00'43", AN ARC LENGTH OF 307.61 FEET, WHOSE CHORD BEARS S 58°45'16" W, A DISTANCE OF 307.29 FEET;

3) S 27°19'32" E, A DISTANCE OF 12.00 FEET TO A CORNER OF SAID RECEPTION NO. 2018072620, SAID CORNER ALSO BEING A POINT ON THE NORTHERLY LINE OF A RIGHT OF WAY LINE FOR FOUNDERS PARKWAY (FORMERLY MILLER BOULEVARD) AS RECORDED UNDER RECEPTION NO. 8603133 OF SAID CLERK'S OFFICE;



THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID RECEPTION NO. 8603133, ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1967.69 FEET, A CENTRAL ANGLE OF  $10^{\circ}19'11''$ , AN ARC LENGTH OF 354.41 FEET, WHOSE CHORD BEARS  $S 68^{\circ}42'13'' W$ , A DISTANCE OF 353.93 FEET TO A CORNER OF THE ALLEN STREET RIGHT OF WAY AS RECORDED UNDER RECEPTION NO. 01055443 OF SAID CLERK'S OFFICE;

THENCE ALONG THE EASTERLY AND NORTHERLY ALLEN STREET RIGHT OF WAY LINE AS DESCRIBED UNDER SAID RECEPTION NO. 01055443 THE FOLLOWING FIVE (5) COURSES:

1) ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF  $92^{\circ}13'08''$ , AN ARC LENGTH OF 48.29 FEET, WHOSE CHORD BEARS  $N 60^{\circ}01'26'' W$ , A DISTANCE OF 43.24 FEET;

2)  $N 13^{\circ}54'52'' W$ , A DISTANCE OF 103.29 FEET;

3) ALONG A CURVE TO THE LEFT WITH A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF  $10^{\circ}29'05''$ , AN ARC LENGTH OF 99.73 FEET, WHOSE CHORD BEARS  $N 19^{\circ}09'24'' W$ , A DISTANCE OF 99.59 FEET;

4)  $N 38^{\circ}02'59'' W$ , A DISTANCE OF 108.16 FEET;

5) ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF  $24^{\circ}57'26''$ , AN ARC LENGTH OF 230.86 FEET, WHOSE CHORD BEARS  $N 48^{\circ}18'58'' W$ , A DISTANCE OF 229.04 FEET TO A SOUTHERLY CORNER OF TRACT A, METZLER RANCH FILING NO.7 AS RECORDED UNDER RECEPTION NO. 2004025301 OF SAID CLERK'S OFFICE;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TRACT A  $N 28^{\circ}33'36'' E$ , A DISTANCE OF 434.93 FEET TO A COMMON CORNER OF SAID TRACT A AND TRACT D, METZLER RANCH FILING NO.7 AS RECORDED UNDER RECEPTION NO. 2004025301 OF SAID CLERK'S OFFICE;

THENCE ALONG THE SOUTHERLY AND SOUTHEASTERLY LINE OF SAID TRACT D THE FOLLOWING TWO (2) COURSES:

1)  $S 68^{\circ}23'16'' E$ , A DISTANCE OF 265.76 FEET; 2)  $N 29^{\circ}11'51'' E$ , A DISTANCE OF 500.00 FEET TO A COMMON CORNER OF SAID TRACT A AND TRACT D;

THENCE ALONG A SOUTHERLY AND SOUTHEASTERLY LINE OF SAID TRACT A THE FOLLOWING TWO (2) COURSES:



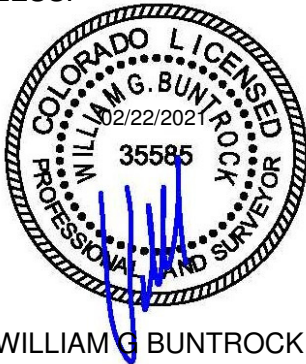
1) N 89°40'22" E, A DISTANCE OF 77.00 FEET;

2) N 32°04'47" E, A DISTANCE OF 668.62 FEET TO A COMMON CORNER OF SAID TRACT A AND TRACT D OF SAID METZLER RANCH FILING NO.3;

THENCE ALONG THE SOUTHERLY AND SOUTHEASTERLY LINE OF SAID TRACT D, METZLER RANCH FILING NO.3 THE FOLLOWING TWO (2) COURSES:

1) N 89°40'22" E, A DISTANCE OF 385.59 FEET; 2) N 45°28'26" E, A DISTANCE OF 710.64 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 2,622,910 SQUARE FEET OR 60.21 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS  
COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC TN 21007

THE ABOVE DESCRIPTION WAS CREATED WITHOUT THE BENEFIT OF A LAND SURVEY. IT'S POSSIBLE THAT IF A LAND SURVEY WAS COMPLETED ON THIS PARCEL, THE LEGAL DESCRIPTION WOULD CHANGE.

SEVERAL OF THE REFERENCED DOCUMENTS THAT WERE USED TO CREATE THIS DESCRIPTION CONTAINED ERRORS, THEREFORE SEVERAL ASSUMPTIONS WERE MADE TO MAKE THE REFERENCED DOCUMENT CLOSE MATHEMATICALLY.

RESEARCH SHOWS THERE ARE SEVERAL SECTION CORNERS AND QUARTER CORNERS THAT ARE DOUBLE MONUMENTED IN THIS AREA. AN ASSUMPTION WAS MADE THAT THIS IS PART OF THE REASON THAT SOME OF THE REFERENCED DOCUMENTS DID NOT CLOSE. THE ACCEPTANCE OF THE SECTION CORNER AND QUARTER CORNER USED FOR THIS DESCRIPTION IS BASED UPON THE INDICATED SUBDIVISION PLATS AND COLORADO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS.

THE PURPOSE OF THIS DESCRIPTION WAS TO CREATE A LEGAL DESCRIPTION OF THE REMAINING LAND LYING BETWEEN AND ADJACENT TO THE REFERENCED DOCUMENTS.

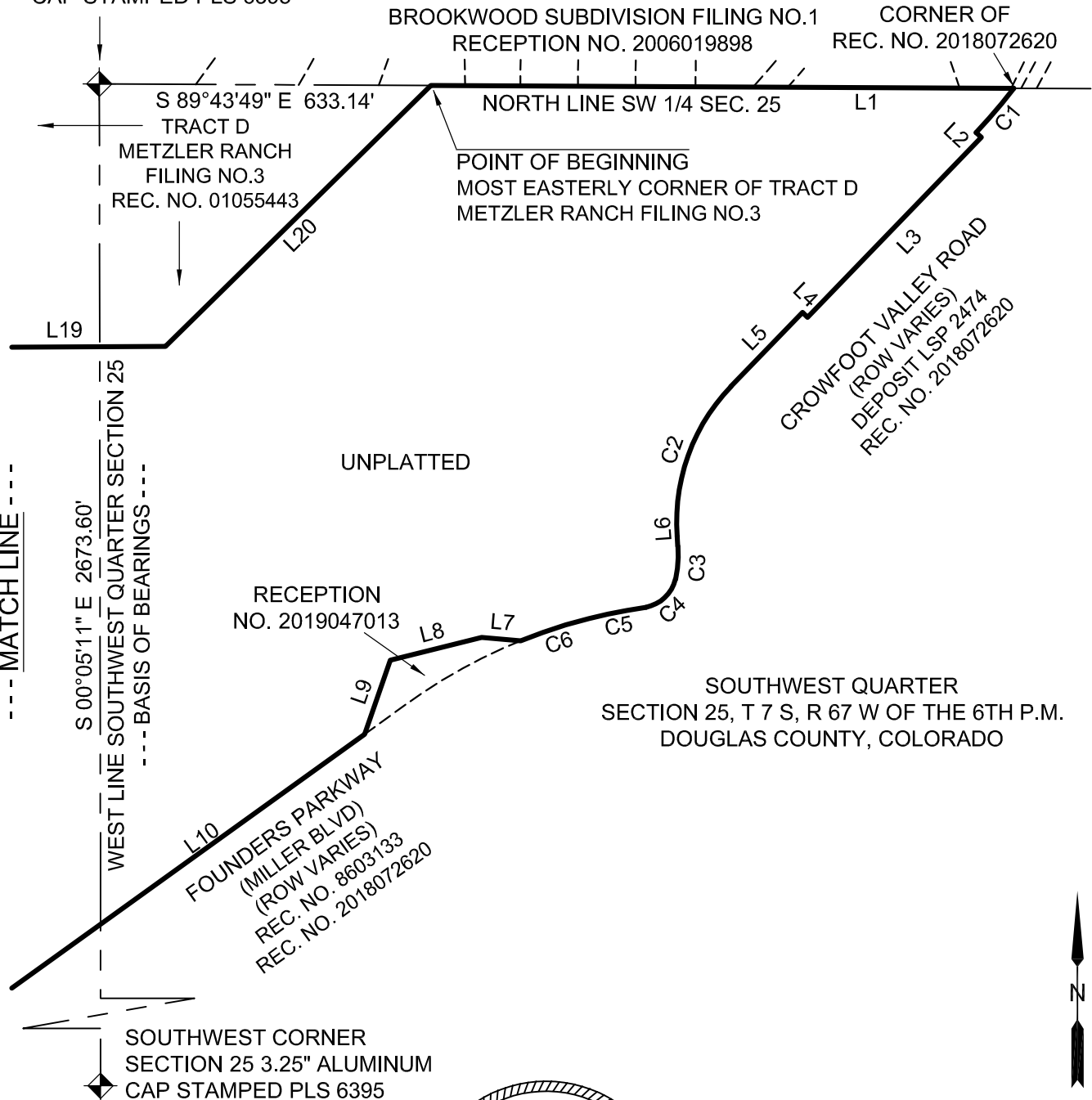
NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

POINT OF COMMENCEMENT  
WEST QUARTER CORNER  
SECTION 25 2.5" ALUMINUM  
CAP STAMPED PLS 6395

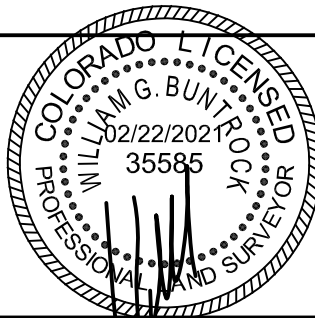
# EXHIBIT A

## PAGE 5 OF 7

OVERALL PARCEL  
2,622,910 SQUARE FEET  
60.21 ACRES +/-



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



DATE	02/15/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21007
HORZ. SCALE	1" = 300'

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

# EXHIBIT A

## PAGE 6 OF 7

OVERALL PARCEL  
2,622,910 SQUARE FEET  
60.21 ACRES +/-

SOUTHEAST QUARTER  
SECTION 26, T 7 S, R 67 W OF THE 6TH P.M.  
DOUGLAS COUNTY, COLORADO

TRACT D  
METZLER RANCH  
FILING NO.3  
REC. NO. 01055443

TRACT A  
METZLER RANCH FILING NO.7  
RECEPTION NO. 2004025301

TRACT D  
METZLER RANCH FILING NO.7  
RECEPTION NO. 2004025301

TRACT A  
METZLER RANCH FILING NO.7  
RECEPTION NO. 2004025301

COMMON CORNER  
TRACT A AND TRACT D

COMMON CORNER  
TRACT A AND TRACT D

UNPLATTED

SOUTHERLY CORNER  
TRACT A

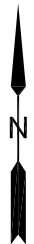
ALLEN STREET  
(ROW VARIES)  
REC. NO. 01055443

CORNER OF  
REC. NO. 01055443

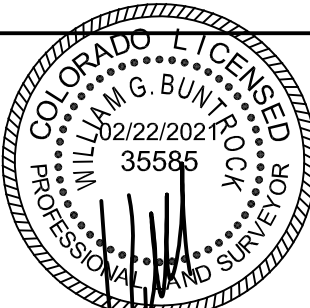
CORNER OF  
REC. NO. 8603133

FOUNDERS PARKWAY  
(MILLER BLVD)  
(ROW VARIES)  
REC. NO. 8603133  
REC. NO. 2018072620

--- MATCH LINE ---



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



DATE	02/15/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21007
HORZ. SCALE	1" = 300'



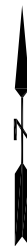
NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

# EXHIBIT A

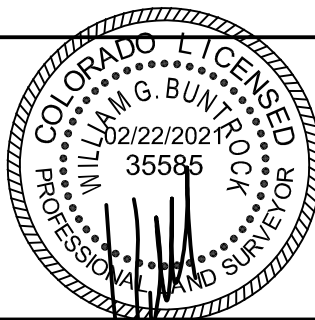
Page 7 of 7

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	6°30'28"	979.50'	111.25'	S 40°25'51" W	111.19'
C2	48°23'58"	371.00'	313.40'	S 19°47'14" W	304.16'
C3	16°15'42"	223.99'	63.57'	S 03°43'04" W	63.36'
C4	63°39'00"	73.74'	81.92'	S 46°27'19" W	77.77'
C5	6°16'47"	1017.00'	111.47'	S 78°55'52" W	111.41'
C6	7°44'30"	1017.00'	137.41'	S 71°55'14" W	137.31'
C7	9°00'43"	1955.69'	307.61'	S 58°45'16" W	307.29'
C8	10°19'11"	1967.69'	354.41'	S 68°42'13" W	353.93'
C9	92°13'08"	30.00'	48.29'	N 60°01'26" W	43.24'
C10	10°29'05"	545.00'	99.73'	N 19°09'24" W	99.59'
C11	24°57'26"	530.00'	230.86'	N 48°18'58" W	229.04'

LINE	BEARING	DISTANCE
L1	S 89°43'49" E	1113.79'
L2	S 46°54'00" E	13.52'
L3	S 43°59'13" W	477.96'
L4	N 46°00'47" W	13.50'
L5	S 43°59'13" W	196.56'
L6	S 04°23'49" E	18.97'
L7	N 84°52'40" W	74.41'
L8	S 75°58'35" W	179.93'
L9	S 19°13'10" W	149.90'
L10	S 54°14'54" W	1203.94'
L11	S 27°19'32" E	12.00'
L12	N 13°54'52" W	103.29'
L13	N 38°02'59" W	108.16'
L14	N 28°33'36" E	434.93'
L15	S 68°23'16" E	265.76'
L16	N 29°11'51" E	500.00'
L17	N 89°40'22" E	77.00'
L18	N 32°04'47" E	668.62'
L19	N 89°40'22" E	385.59'
L20	N 45°28'26" E	710.64'



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



DATE	02/15/2021
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 21007
HORZ. SCALE	1" = 300'

## ASSIGNMENT AND BILL OF SALE

**THIS ASSIGNMENT AND BILL OF SALE** (this “Assignment”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the **ESTATE OF ROBERT F. METZLER**, by Edward N. Barad, Personal Representative, Brownstein Hyatt Farber & Schreck, LLP, 410 17<sup>th</sup> Street, Denver, Colorado 80202 (“Assignor”), and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise, 100 N. Wilcox Street, Castle Rock, Colorado (“Assignee”).

### RECITALS:

A. Assignor and Assignee are parties to that certain Metzler Ranch Development Agreement dated October 24, 1996, which required the conveyance of water rights to Assignee to meet the water demand requirements for the Metzler Ranch Planned Development.

B. With the conveyance of the water rights, the Metzler Ranch Water Banks 2 and 3 (the “Water Banks”) were established for development of Assignor’s property within the Metzler Ranch Planned Development.

C. Pursuant to that certain Metzler SFE Purchase Agreement dated as of \_\_\_\_\_, 2021, between Assignor, as seller, and Assignee, as purchaser (the “Purchase Agreement”), Assignor agreed to sell to Assignee all of Assignor’s right, title, and interest in and to all of the credits remaining in the Water Banks, as follows:

1. Metzler Ranch 2 Water Bank – 11 SFE; and
2. Metzler Ranch 3 Water Bank – 74 SFE (collectively, the “Assigned Property”).

D. Assignor desires to assign and convey, and Assignee desires to accept the Assigned Property on and subject to the terms of this Assignment.

**NOW THEREFORE**, in consideration of the receipt of Two Hundred Thirty-Three Thousand, Seven Hundred Fifty Dollars (\$233,750) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, sets over, conveys, and delivers to Assignee all of Assignor's right, title and interest in and to the Assigned Property, to have and to hold the same, unto Assignee forever, to its own proper use and benefit.

2. **Acceptance.** Assignee hereby accepts such assignment and agrees to assume the any obligations of Assignor in connection with or relating to the Assigned Property arising from and after the date of this Assignment.

3. **No Liens; As-Is.** The Assigned Property is being conveyed by Assignor free and clear of all liens and encumbrances. Except for the foregoing, the Assigned Property is transferred

on an "AS-IS, WHERE IS" basis, with all faults, without recourse to Assignor and without any representations or warranties, express, implied or statutory, of any kind whatsoever by Assignor.

4. **Further Assurances.** Assignor and Assignee agree to perform such other acts and to execute, acknowledge and/or deliver subsequent to the date hereof such other instruments, documents, and other materials as the other party may reasonably request from time to time in order to effectuate the conveyance, assignment and acceptance of the Assigned Property as contemplated under the Purchase Agreement.

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

6. **Governing Law.** This Assignment shall be governed by and enforced in accordance with the laws of the State of Colorado.

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

[Signature pages to follow]

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

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David L. Corliss, Town Manager

**Approved as to form:**

**Approved as to content:**

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Michael J. Hyman, Town Attorney

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Mark Marlowe, Director Castle Rock Water

**ESTATE OF ROBERT F. METZLER:**

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By: Edward N. Barad, Personal Representative