

AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2021 (the "Effective Date"), between **DOUGLAS COUNTY DEVELOPMENT CORPORATION**, a Colorado corporation, ("DCDC"), **DAWSON RIDGE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado ("District No. 1"), **DAWSON TRAILS I LLC**, a Colorado limited liability company ("DT"), and **TOWN OF CASTLE ROCK**, a home rule municipal corporation (the "Town"). DCDC, District No. 1, DT and the Town may each be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

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

B. The Town is the owner of that certain real property legally described on Exhibit C attached hereto (the "Town Property"), consisting of fee and easement interests, respectively.

C. A portion of the Town Property was previously acquired by the Town by dedication of platted tracts and easements at the time of subdivision or by deed conveyance as part of the development of Dawson Ridge as set forth on the Preliminary P.U.D. Site Plan therefor recorded in the Douglas County, Colorado clerk and recorder's office (the "Recorder's Office") on November 20, 1986 at Reception No. 8625697 (the "Community"), as contained in that certain Final Plat of Dawson Ridge Filing A recorded in the Recorder's Office" on March 18, 1987 at Reception No. 8707610 (as corrected by affidavit recorded in the Recorder's Office on October 5, 1988 in Book 818 at Page 272), that certain Final Plat of Dawson Ridge Filing B recorded in the Recorder's Office on March 18, 1987 at Reception No. 8707612 (as corrected by affidavit recorded in the Recorder's Office on October 5, 1988 in Book 818 at Page 274), that certain Final Plat of Dawson Ridge Filing No. 11 recorded in the Recorder's Office on March 18, 1987 at Reception No. 8707614 (as corrected by affidavit recorded in the Recorder's Office on October 5, 1988 in Book 818 at Page 276), and that certain Final Plat of Dawson Ridge Recreation Center No. 1 recorded in the Recorder's Office on August 16, 1988 at Reception No. 8818610 (as corrected by affidavit recorded in the Recorder's Office on October 5, 1988 in Book 818 at Page 278), and the remainder of the Town Property consists of easement rights related to the Community, as contained in that certain Utility Easement recorded in the Recorder's Office on October 20, 1988 at Reception 8824215. The Community was previously annexed into the Town pursuant to that certain Annexation and Development Contract between the Town of Castle Rock and Bellamah Community Development recorded with the Recorder's Office on December 18, 1984 in Book 554 at Page 543 (the "Annexation Agreement").

D. Portions of the Community were partially improved (the "Partial Improvements") by a prior owner of the Community and District No. 1, however, none of such Partial Improvements received final approval from or were accepted by the Town. As part of the entitlements of the Community, Dawson Ridge Metropolitan District Nos. 1-5 were approved by the Town (the "Metropolitan Districts").

E. Subsequent to the installation of the Partial Improvements and a series of financial challenges related to the Community and the Metropolitan Districts, the Town and the Metropolitan Districts entered into that certain Suspension Agreement dated October 8, 1992 (the "Suspension Agreement"). Pursuant to the Suspension Agreement and the occurrence of certain operative conditions to the efficacy of the Suspension Agreement: (i) the powers of the Metropolitan Districts to finance and construct public infrastructure within the Community were suspended until a new service plan amendment is approved by the Town; and (ii) the rights of DCDC, DT and other property owners within the Community to develop the Community pursuant to the Annexation Agreement were suspended until a new development plan is approved by the Town. As of the Effective Date, the Town has not approved either the required new service plan amendment or a new development plan for the Community.

F. Consequently, as of the date hereof, the Suspension Agreement is still in place, no further development has occurred in the Community, and access to the Community has been closed to the public.

G. The Partial Improvements are in a state of disrepair, and the Town has determined that it has no use for, and desires to absolve itself of any liability with respect to, the Partial Improvements. DCDC is generally familiar with the condition and viability of the Partial Improvements.

H. The Town also desires to design and construct what is commonly known as the Crystal Valley Parkway Interchange (the "Interchange"). Construction of the Interchange requires the completion of the western frontage road, which traverses the Community and the alignment of which requires the acquisition of the DCDC Property and the DT Property.

I. In exchange for the acquisition by DCDC of the Town Property by the Town vacating its interest in the ROW (hereinafter defined) and deed conveyance of the other portions of the Town Property, DCDC has agreed to convey the DCDC Property and certain easements to the Town, and the Parties have agreed to mutually release each other with respect to any liability related to the Partial Improvements. To benefit the Town and Community, DT has agreed to convey the DT Property and certain easements to the Town.

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

AGREEMENT

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

1. **Conveyances**. At the Closing (hereinafter defined): (a) DCDC shall, without the requirement of payment by the Town to DCDC of any nature, convey to the Town by special warranty deed in the form attached hereto as **Exhibit D** (the "DCDC Frontage Road Deed"), DCDC's fee simple interest in the DCDC Property; (b) DCDC shall, without the requirement of

payment by the Town to DCDC of any nature, convey to the Town by easement agreement in the forms attached hereto as **Exhibit E** (the “DCDC Frontage Road Easements”), certain slope and stormwater drainage easements encumbering other real property owned by DCDC; (c) DT shall, without the requirement of payment by the Town to DT of any nature, convey to the Town by special warranty deed in the form attached hereto as **Exhibit F** (the “DT Frontage Road Deed”), DT’s fee simple interest in the DT Property; (d) DT shall, without the requirement of payment by the Town to DT of any nature, convey to the Town by easement agreement in the forms attached hereto as **Exhibit G** (the “DT Frontage Road Easements”), certain slope and stormwater drainage easements encumbering other real property owned by DT. Exhibit B of the DCDC Frontage Road Deed enumerates the exceptions and matters of record applicable to the DCDC Property to which the Town has accepted conveyance of the DCDC Property (the “DCDC Property Permitted Exceptions”). Exhibit B of the DT Frontage Road Deed enumerates the exceptions and matters of record applicable to the DT Property to which the Town has accepted conveyance of the DT Property (the “DT Property Permitted Exceptions”). The DCDC Frontage Road Deed reserves in DCDC the rights, if any, to the Denver Basin groundwater underlying the DCDC Property. The DT Frontage Road Deed reserves in DT the rights, if any, to the Denver Basin groundwater underlying the DT Property. The DCDC Frontage Road Easements shall be conveyed to Town subject to the DCDC Property Permitted Exceptions. The DT Frontage Road Easements shall be conveyed to Town subject to the DT Property Permitted Exceptions.

2. **Vacation of Right of Way.** Pursuant to statute, the Town shall vacate its interest in the Town Property which constitutes roadway right of way (whether now improved or unimproved) that was previously acquired by Town by subdivision plat dedication or deed conveyance (collectively, the “ROW”). The vacation of the ROW shall be effected by the Town Council adopting an ordinance vacating all interest in the ROW (the “Ordinance”), but reserving in the Town its interest, if any, to the underlying Denver Basin groundwater and the rights of any utility provider with active utility service lines in the ROW (which Town rights with respect to any utility provider shall automatically terminate upon the mutually acceptable relocation of such active utility service lines). The Ordinance shall provide that it does not take effect until and unless the Closing is consummated. DCDC acknowledges that ownership of the vacated ROW is governed exclusively by the provisions of state statute (Part 3, Article 2, Title 42 C.R.S.) and Town makes no independent representation or covenant as to the extent DCDC will acquire the Town Property upon recordation of the Ordinance. The Closing is conditioned on the adoption of the Ordinance and the resolution of any referendum challenging adoption of the Ordinance by confirmation of the finality of the Ordinance. If for any reason the Ordinance is not adopted or does not take effect by operation of law, the Closing shall not occur, this Agreement shall automatically terminate, and the Parties shall thereafter have no further rights or responsibilities hereunder.

3. **Conveyance of Non-ROW Town Property.** At the Closing, the Town shall, without the requirement of payment by DCDC to the Town of any nature, convey to DCDC by quitclaim deed in the form attached hereto as **Exhibit H** (the “Non-ROW Deed”), the fee simple tracts of the Town Property that are not ROW, together with all pre-Closing easement interests of the Town within the Community, excepting and reserving in Town the rights, if any, to the underlying Denver Basin groundwater as to all such Town Property.

4. **Conveyance of Partial Improvements.** At the Closing, the Town shall, without the requirement of payment by DCDC to the Town of any nature, convey its interest, if any, in the Partial Improvements to DCDC by quitclaim bill of sale in the form attached hereto as **Exhibit I** (the "Bill of Sale"). District No. 1 hereby consents to the foregoing conveyance. DCDC acknowledges that the Town makes no representation as to the viability or utility of the Partial Improvements to provide service to the Community once redevelopment commences, which determination shall be made in accordance with Town standards and regulations. DCDC and District No. 1 acknowledge and accept that the Partial Improvements will be transferred in an as-is, where-is condition without warranties of any nature.

5. **Access Easement.** At the Closing, DCDC shall deliver to the Title Company (hereinafter defined) a fully executed and acknowledged original of the easement attached hereto as **Exhibit J**, which shall grant access rights for the benefit of owners within the Community affected by the vacation of the ROW to the extent necessary to satisfy the requirements under 43-2-303(2)(a) C.R.S. until such time as such access is no longer necessary due to the provision of other access or merger (the "Access Easement").

6. **Closing.** The closing of the transactions contemplated in this Agreement (the "Closing") shall occur upon the date that the Closing Conditions (hereinafter defined) have been satisfied and which can be reasonably accommodated by the Title Company, but in no event later than December 31, 2021. The following are mutual conditions precedent to the obligation of the Parties to consummate the Closing (collectively, the "Closing Conditions"): (a) the Town Council for the Town has granted final approval of the transactions contemplated in this Agreement, including without limitation adoption and taking of effect of the Ordinance; (b) the Town has delivered to Pan Am Title, LLC, as issuing agent for Fidelity National Title Insurance Company (the "Title Company"), fully executed and acknowledged originals of the Ordinance, Non-ROW Deed and Bill of Sale; (c) DCDC has delivered to Title Company a fully executed and acknowledged original of the DCDC Frontage Road Deed and the DCDC Frontage Road Easements; (d) DCDC has delivered to Title Company a fully executed and acknowledged original of the Access Easement; (e) DT has delivered to Title Company a fully executed and acknowledged original of the DT Frontage Road Deed and the DT Frontage Road Easements; (f) the Title Company shall be irrevocably committed to issue to the Town an ALTA Form 2006 owner's title insurance policy, effective as of the date of Closing and in the amount of the fair market value of the DCDC Property, DT Property, DCDC Frontage Road Easements and DT Frontage Road Easements, as determined by Town, showing title to the DCDC Property, DCDC Frontage Road Easements, DT Property and DT Frontage Road Easements vested in the Town, subject only to the DCDC Property Permitted Exceptions and DT Property Permitted Exceptions, as applicable (the "Frontage Road Property Title Policy"); (g) at Closing, the Title Company shall have been paid the premium for the Frontage Road Property Title Policy and all other closing costs charged by Title Company and (h) all Parties have tendered such documentation customarily required of the Title Company to enable the Title Company to effect the Closing and issue the Frontage Road Property Title Policy after Closing. *Ad valorem* property taxes for 2021 not yet due and payable on the DCDC Property and DT Property shall be pro rated through the date of Closing and paid by DCDC and DT, as applicable, at Closing. Upon satisfaction of the Closing Conditions, the Title Company shall, and is hereby instructed by the Parties to so do: (i) record the Ordinance, Non-ROW Deed, DCDC Frontage Road Deed, DT Frontage Road Deed,

DCDC Frontage Road Easements, DT Frontage Road Easements and Access Easement at the Recorder's Office; (ii) deliver the original Bill of Sale to DCDC; (iii) issue the Frontage Road Property Title Policy promptly after Closing; and (iv) deliver copies or originals of the Closing Documents (hereinafter defined), as applicable, promptly after Closing. For purposes of this provision, the "Closing Documents" shall mean the Ordinance, Non-ROW Deed, DCDC Frontage Road Deed, DT Frontage Road Deed, DCDC Frontage Road Easements, DT Frontage Road Easements, Access Easement and Bill of Sale.

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

8. **Limited Purpose.** This Agreement is entered into for the express purposes stated in this Agreement and is not intended, nor shall it be construed in any manner, to effect any modification of the Annexation Agreement or Suspension Agreement, both of which shall remain in full force and effect as constituted. The agreements contained in this Agreement are solely for the benefit of the Parties, and no other person or entity shall be a third-party beneficiary thereof.

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

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

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

12. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

If to DCDC: Franklin L. Haney
 Franklin L. Haney Company, LLC

1425 South Moore Road, Suite A
Chattanooga, TN 37412

With a copy to: Larry D. Blust
Hughes Socol Piers Resnick Dym, Ltd.
70 W. Madison Street, Suite 4000
Chicago, IL 60602

If to District No. 1: Franklin L. Haney
Franklin L. Haney Company, LLC
1425 South Moore Road, Suite A
Chattanooga, TN 37412

With a copy to: Larry D. Blust
Hughes Socol Piers Resnick Dym, Ltd.
70 W. Madison Street, Suite 4000
Chicago, IL 60602

And: Kathryn T. James, Esq.
Folkestad, Fazekas, Barrick & Patoile, P.C.
18 S. Wilcox St., Suite 200
Castle Rock, CO 80104

If to DT: c/o Westside Property Investment Company, Inc.
4100 East Mississippi Avenue, Suite 500
Glendale, CO 80246
Attention: Andrew R. Klein and Kevin Smith

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

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

[Signature page follows]

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

DOUGLAS COUNTY DEVELOPMENT CORPORATION,
a Colorado corporation

By: _____
Name: _____
Title: _____

DAWSON RIDGE METROPOLITAN DISTRICT NO. 1,
a quasi-municipal corporation and political subdivision
of the State of Colorado

By: _____
Name: _____
Title: _____

DAWSON TRAILS I LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

TOWN OF CASTLE ROCK,
a home rule municipal corporation

By: _____
Name: _____
Title: _____

Approved as to form by:

EXHIBIT A

DCDC Property

(attached)

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY PARCEL A

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°48'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 17°11'37" E, A DISTANCE OF 985.21 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE; THENCE N 32°24'22" E, ALONG SAID EAST LINE, A DISTANCE OF 160.59 FEET TO THE POINT OF BEGINNING; THENCE N 32°24'22" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 459.45 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1444.50 FEET, A CENTRAL ANGLE OF 32°55'29" AND AN ARC LENGTH OF 830.07 FEET, THE CHORD OF WHICH BEARS S 10°40'27" W, A DISTANCE OF 818.70 FEET; THENCE S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2055.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1075.19 FEET; THENCE S 24°10'55" W, A DISTANCE OF 158.82 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS; THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 121.48 FEET; THENCE N 24°10'55" E, A DISTANCE OF 208.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1944.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1017.12 FEET; THENCE N 05°47'17" W, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1555.50 FEET, A CENTRAL ANGLE OF 15°49'11" AND AN ARC LENGTH OF 429.48 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 338,969 SQUARE FEET OR 7.782 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33, A DISTANCE OF 228.37 FEET TO THE POINT OF BEGINNING; THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 112.23 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE OF 30°54'59" AND AN ARC LENGTH OF 914.34 FEET, THE CHORD OF WHICH BEARS N 06°17'36" W, A DISTANCE OF 903.29 FEET;

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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 1 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

(CONTINUED)

THENCE N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE
OF 45°56'00" AND AN ARC LENGTH OF 1447.45 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 1443.16 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL
WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 121.48 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 1492.53 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE
OF 45°56'00" AND AN ARC LENGTH OF 1358.46 FEET;
THENCE S 21°45'05" E, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE
OF 30°22'28" AND AN ARC LENGTH OF 957.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF
SAID SECTION 33 AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 469,069 SQUARE FEET, OR 10.768 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 2 OF 5

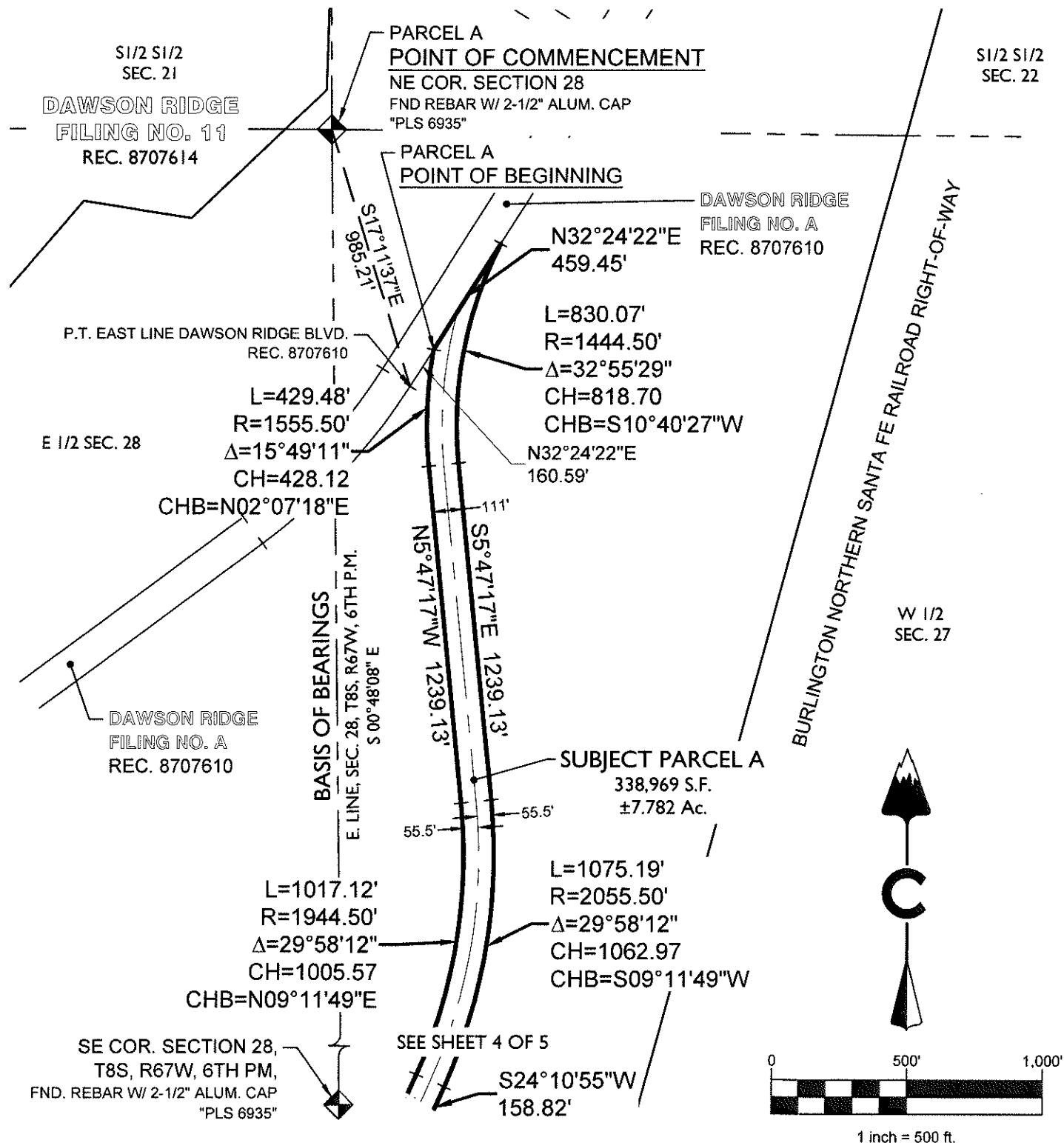
DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 3 OF 5

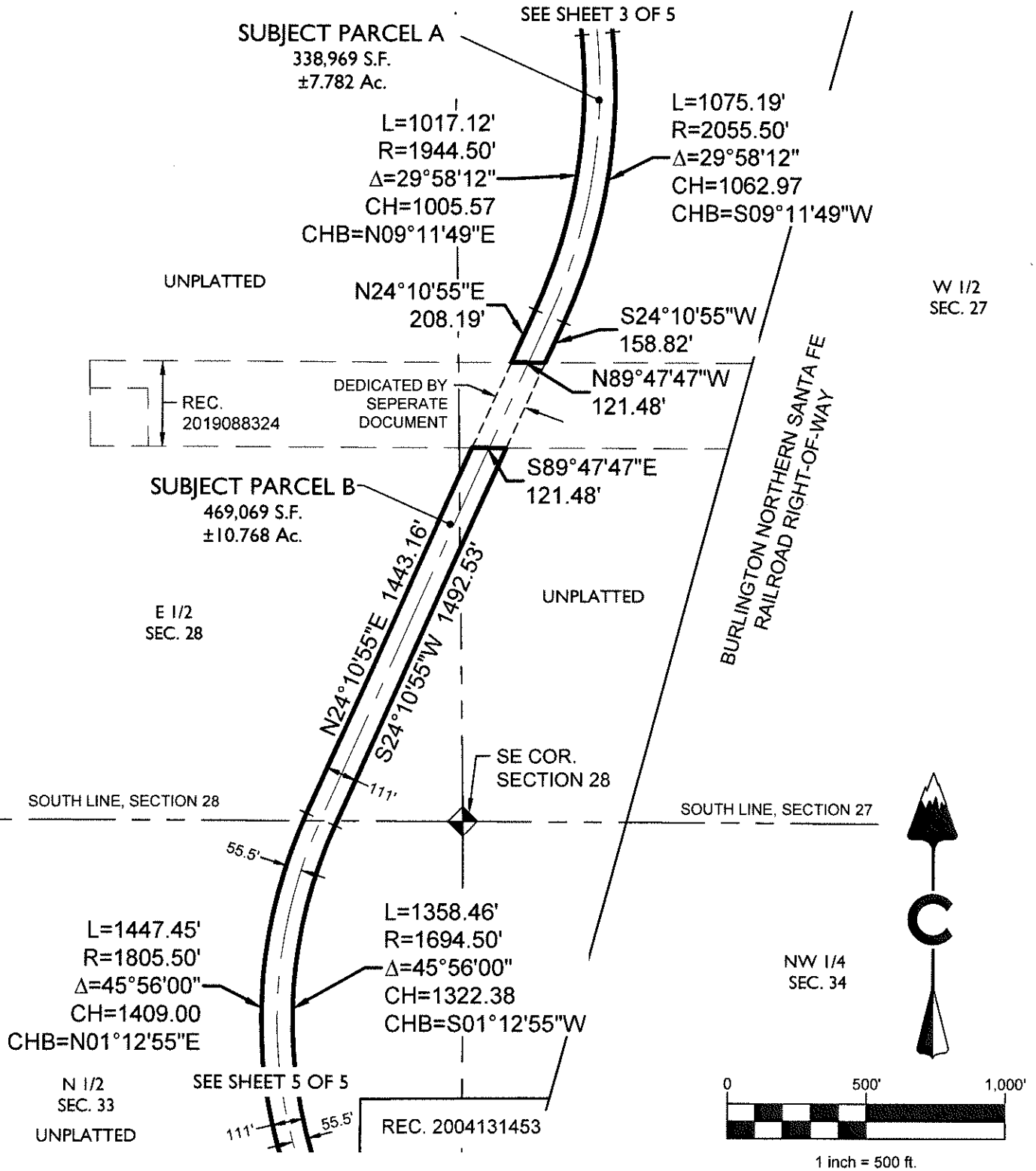
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DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 4 OF 5

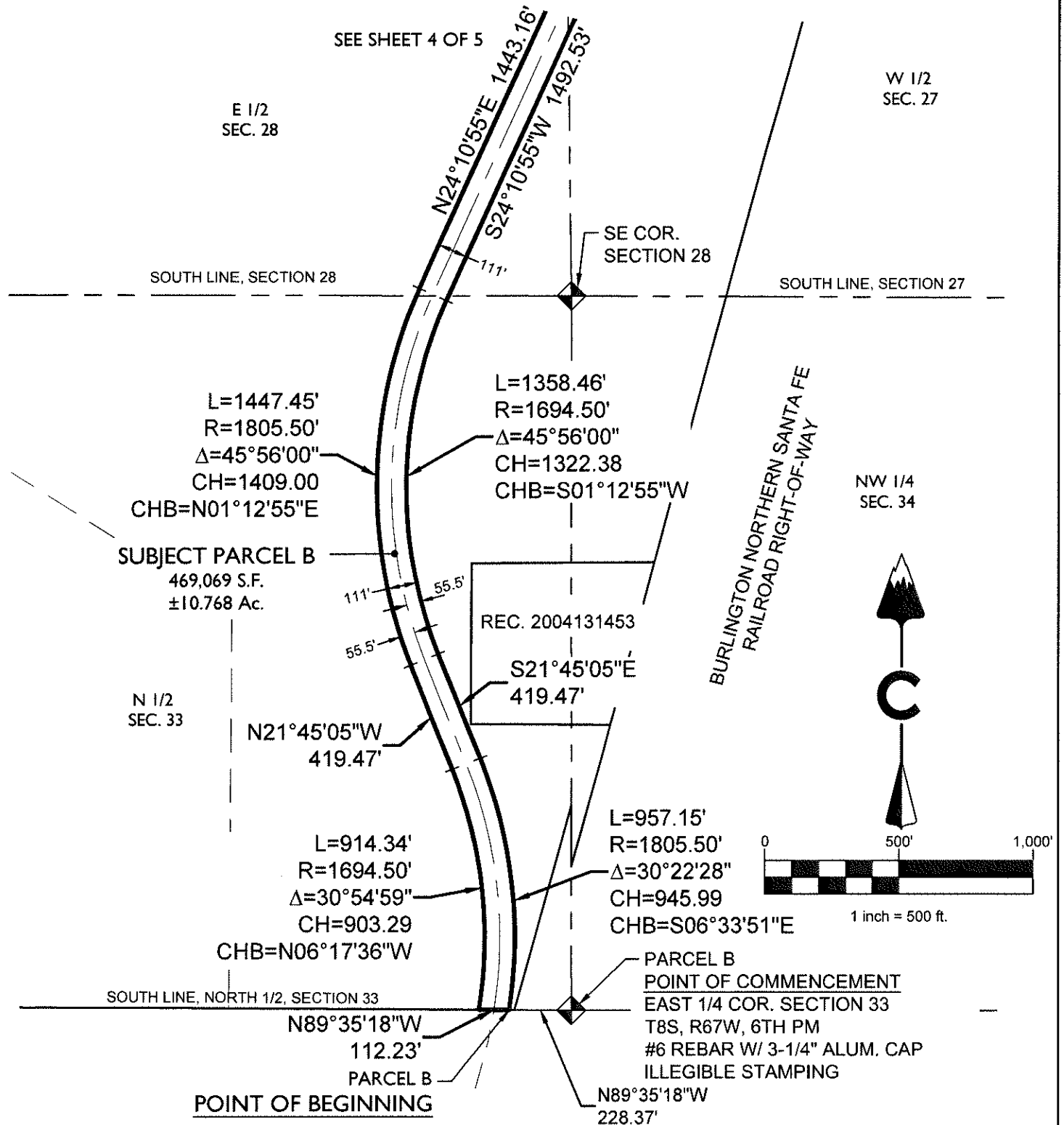
DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 5 OF 5

DR: J. ANTON
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EXHIBIT B

DT Property

(attached)

EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY

A PARCEL OF LAND BEING A PORTION OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 01°10'50" E, A DISTANCE OF 1346.17 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID DEED;

THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 121.48 FEET;

THENCE S 24°10'55" W, A DISTANCE OF 337.91 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED;

THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 121.48 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 37,507 SQUARE FEET OR 0.861 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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

PROJECT: 20-224 DAWSON
DATE: 06/11/2021
SHEET 1 OF 2

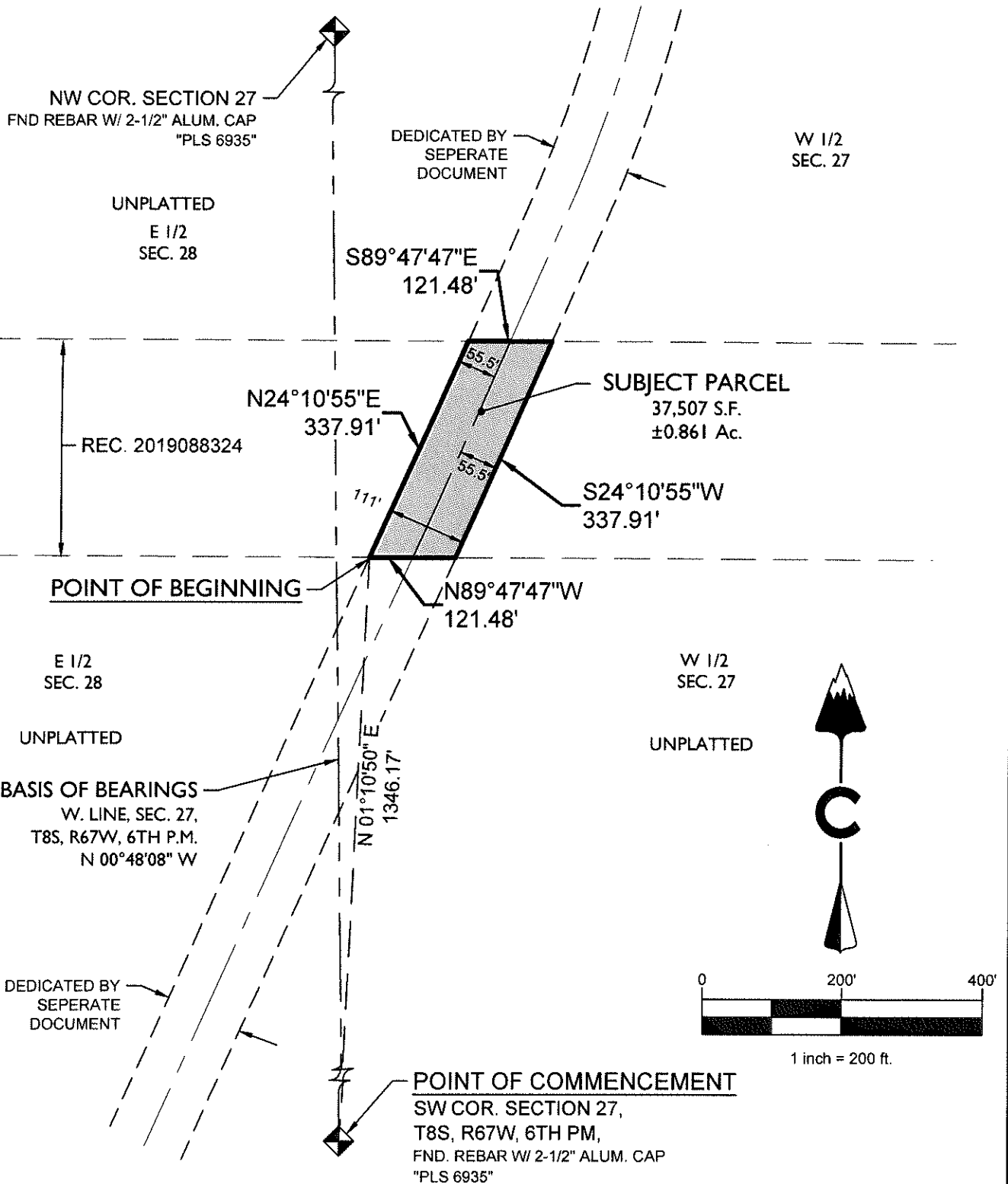
DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
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EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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

PROJECT: 20-224 DAWSON
DATE: 06/11/2021
SHEET 2 OF 2

DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT C

Town Property

All of the Town's interest in the streets and roads dedicated to the Town and all of the Town's interest in the public easements granted under the Final Plat thereof, excluding that certain property attached hereto as **Exhibit K** (the "Remaining ROW"),

Dawson Ridge Filing A

Douglas County, Colorado

All of the Town's interest in the streets and roads dedicated to the Town and all of the Town's interest in the public easements granted under the Final Plat thereof,

Dawson Ridge Filing B

Douglas County, Colorado

Tracts A, K, L, N and O, and all of the Town's interest in the streets and roads dedicated to the Town and all of the Town's interest in the public easements granted under the Final Plat thereof,

Dawson Ridge Filing No. 11

Douglas County, Colorado

Tract A, and all of the Town's interest in the streets and roads dedicated to the Town and all of the Town's interest in the public easements granted under the Final Plat thereof,

Dawson Ridge Recreation Center #1

Douglas County, Colorado

All of the Town's interest under that certain Utility Easement recorded in the Douglas County, Colorado, Recorder's Office on October 20, 1988 at Reception 8824215

EXHIBIT D

DCDC Frontage Road Deed

(attached)

AFTER RECORDING RETURN TO:

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

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

SPECIAL WARRANTY DEED

This special warranty deed is made on this ____ day of _____, 2021 by **DOUGLAS COUNTY DEVELOPMENT CORPORATION**, a Colorado corporation ("**Grantor**"), whose address is c/o Franklin L. Haney Company, LLC, 1425 South Moore Road, Suite A, Chattanooga, TN 37412. Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell and convey to **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation ("**Grantee**"), whose address is c/o Town Attorney's Office, 100 N. Wilcox Street, Castle Rock, CO 80104, all of its right, title and interest in and to the following described real property, to-wit:

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

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

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

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

[Signature Page Immediately Follows]

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

DOUGLAS COUNTY DEVELOPMENT CORPORATION,
a Colorado corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, as _____ of Douglas County
Development Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires _____.

Notary Public

EXHIBIT A

Legal Description of the Property

(attached)

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY PARCEL A

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°48'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 17°11'37" E, A DISTANCE OF 985.21 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE; THENCE N 32°24'22" E, ALONG SAID EAST LINE, A DISTANCE OF 160.59 FEET TO THE POINT OF BEGINNING; THENCE N 32°24'22" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 459.45 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1444.50 FEET, A CENTRAL ANGLE OF 32°55'29" AND AN ARC LENGTH OF 830.07 FEET, THE CHORD OF WHICH BEARS S 10°40'27" W, A DISTANCE OF 818.70 FEET; THENCE S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2055.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1075.19 FEET; THENCE S 24°10'55" W, A DISTANCE OF 158.82 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS; THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 121.48 FEET; THENCE N 24°10'55" E, A DISTANCE OF 208.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1944.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1017.12 FEET; THENCE N 05°47'17" W, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1555.50 FEET, A CENTRAL ANGLE OF 15°49'11" AND AN ARC LENGTH OF 429.48 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 338,969 SQUARE FEET OR 7.782 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33, A DISTANCE OF 228.37 FEET TO THE POINT OF BEGINNING; THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 112.23 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE OF 30°54'59" AND AN ARC LENGTH OF 914.34 FEET, THE CHORD OF WHICH BEARS N 06°17'36" W, A DISTANCE OF 903.29 FEET;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 1 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

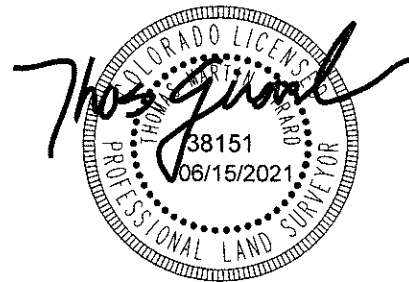
PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

(CONTINUED)

THENCE N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE
OF 45°56'00" AND AN ARC LENGTH OF 1447.45 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 1443.16 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL
WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 121.48 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 1492.53 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE
OF 45°56'00" AND AN ARC LENGTH OF 1358.46 FEET;
THENCE S 21°45'05" E, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE
OF 30°22'28" AND AN ARC LENGTH OF 957.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF
SAID SECTION 33 AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 469,069 SQUARE FEET, OR 10.768 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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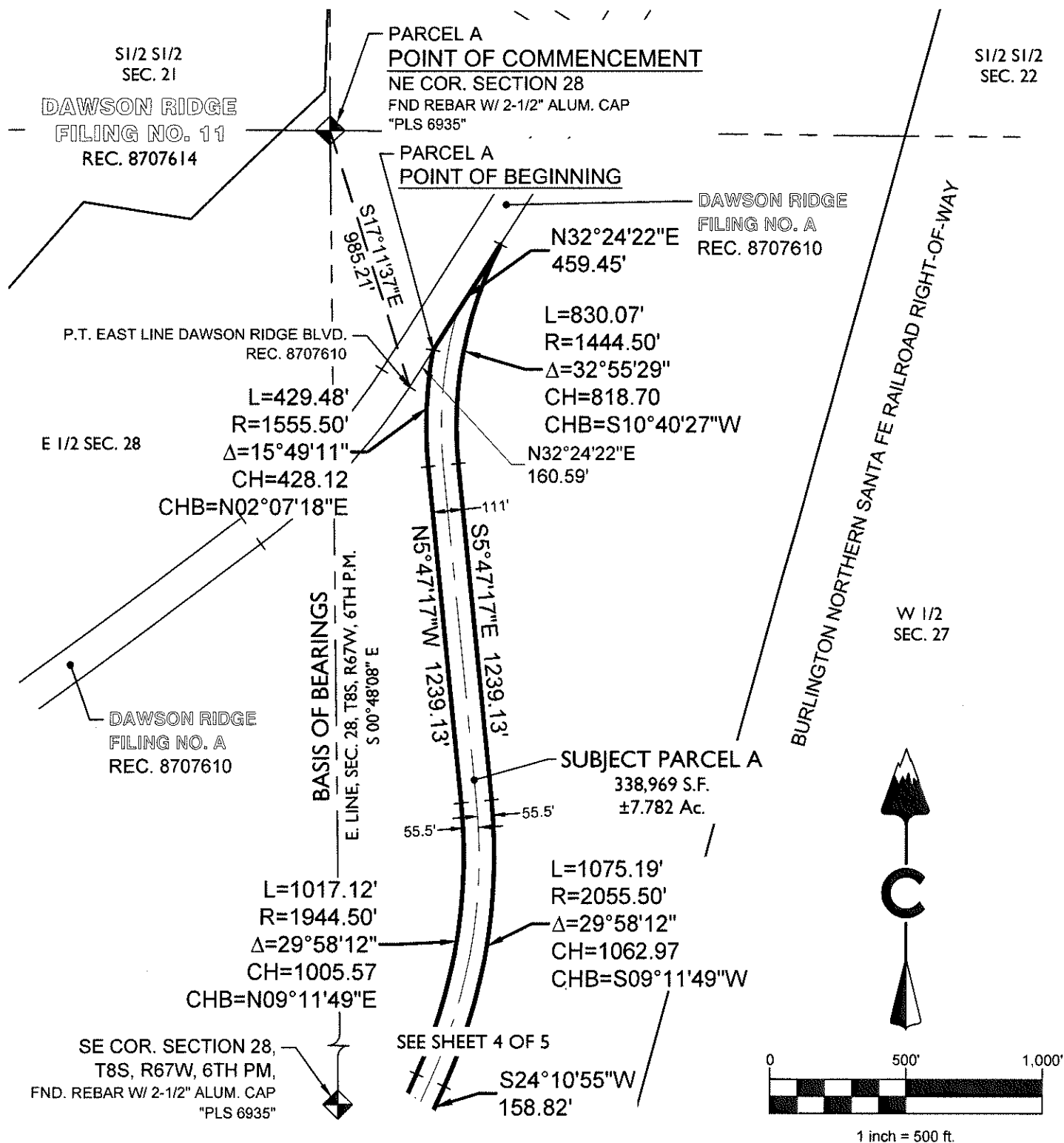
PROJECT: 20-224 DAWSON DR: J. ANTON
DATE: 06/14/2021 DS: T. GIRARD
SHEET 2 OF 5 P.M. K. ROHRBOUGH

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EXHIBIT

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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 3 OF 5

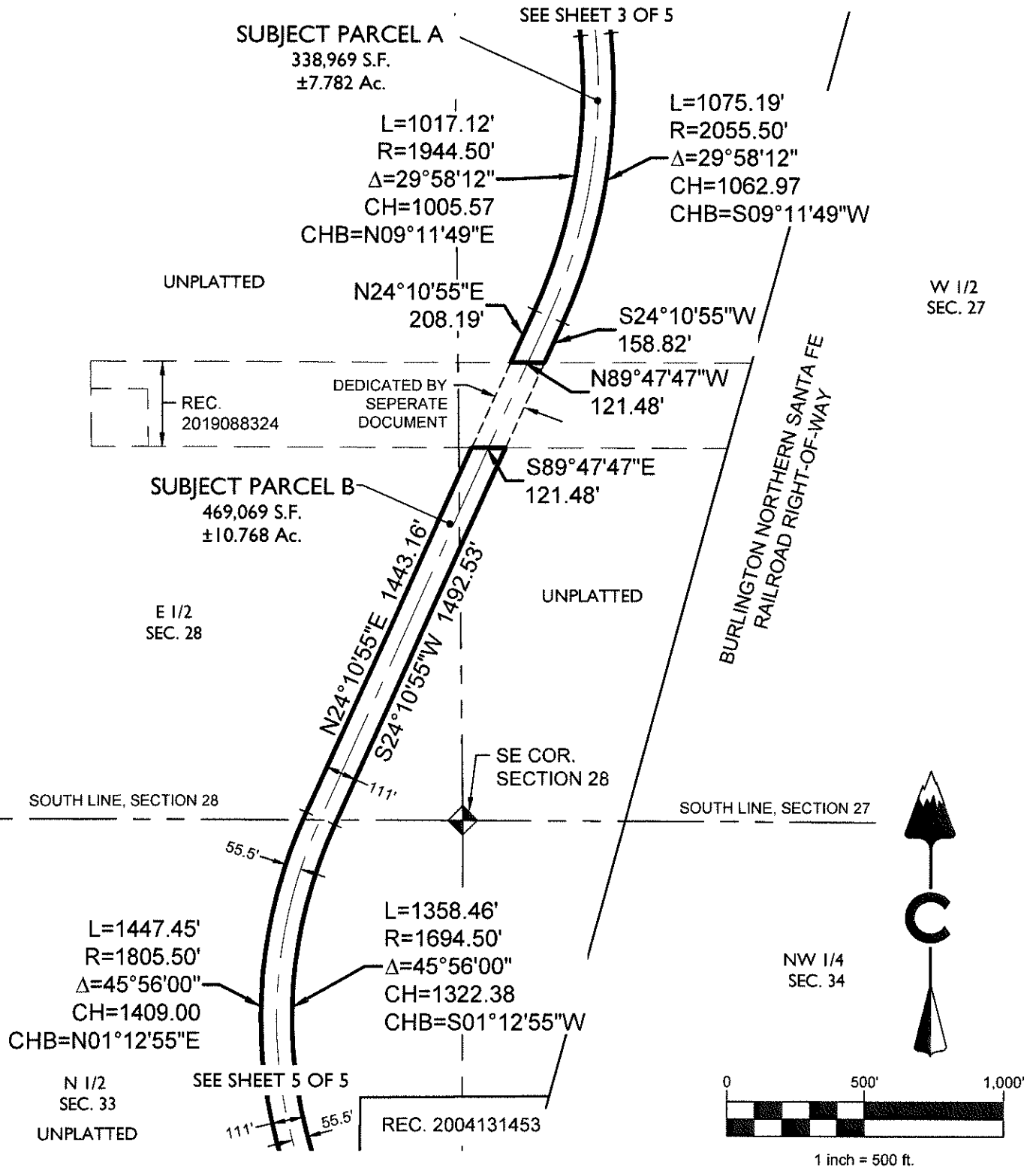
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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 4 OF 5

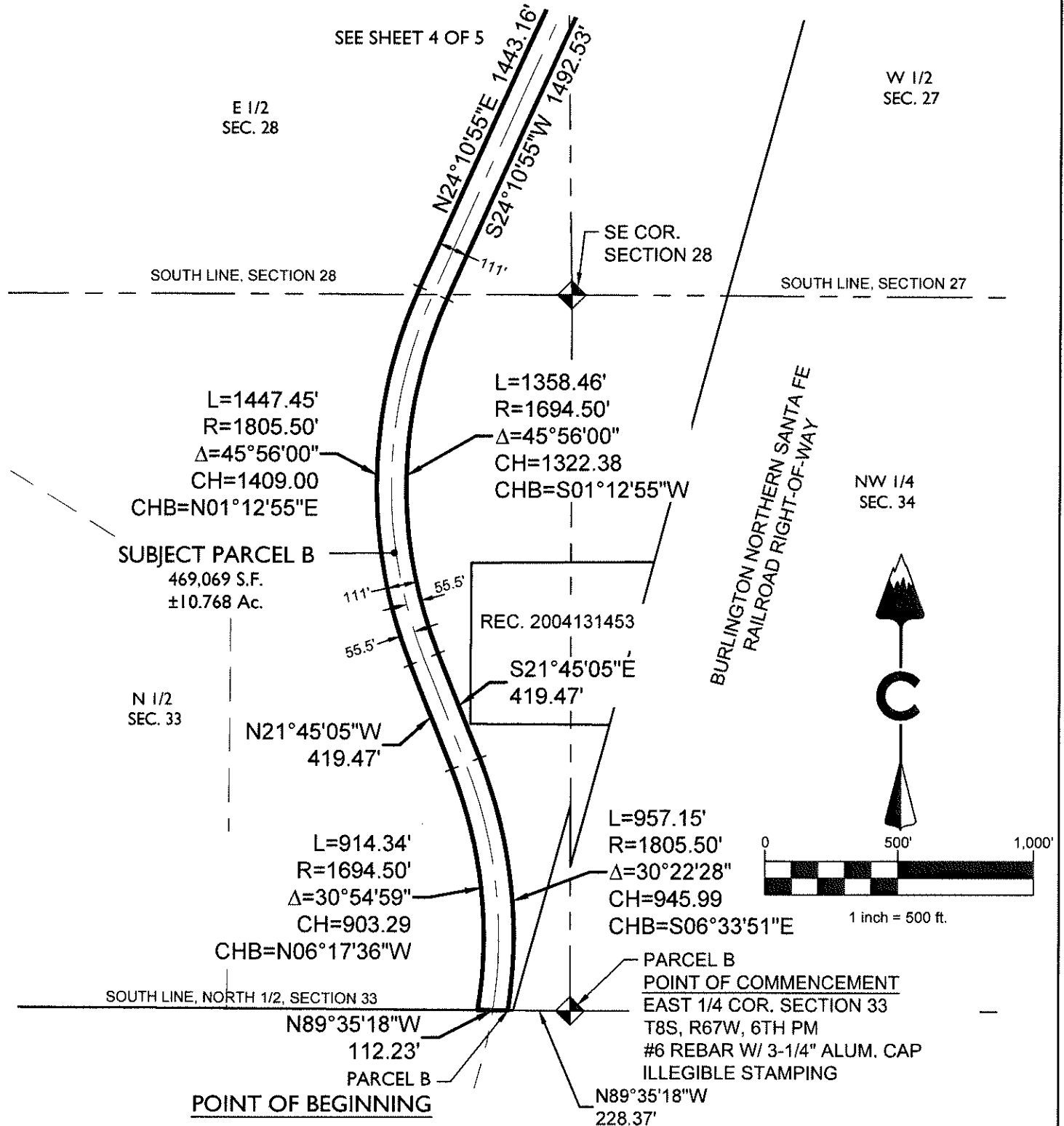
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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 5 OF 5

DR: J. ANTON
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CORE

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EXHIBIT B

Permitted Exceptions

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Taxes and assessments for year 2021 and subsequent years.
6. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. THE EFFECT OF INSTRUMENTS REGARDING ZONING, RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGE 427.
8. THE EFFECT OF CASTLE ROCK RANCH PRELIMINARY P.U.D. PLAN, RECORDED DECEMBER 18, 1984, UNDER RECEPTION NO. 343350.
9. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AND DEVELOPMENT CONTRACTS RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGES 499 AND 543.
10. THE EFFECT OF DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN, RECORDED NOVEMBER 20, 1986, UNDER RECEPTION NO. 8625697.
11. TERMS, CONDITIONS AND PROVISIONS OF COST SHARING AGREEMENT RECORDED AUGUST 28, 1989 IN BOOK 869 AT PAGE 992.
12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 16, 1980, IN BOOK 394 AT PAGE 93 AND APRIL 27, 1990 IN BOOK 909 AT PAGE 634.
13. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENT RECORDED SEPTEMBER 18, 1923 IN BOOK 72 AT PAGE 453.
14. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENTS RECORDED JULY 5, 1951 IN BOOK 103 AT PAGE 264, AUGUST 31, 1951 IN BOOK 103, PAGE 324, JULY 5, 1951 IN BOOK 103 AT PAGE 265.
15. ANY AND ALL WELLS AND WELL RIGHTS, DITCHES AND DITCH RIGHTS, RESERVOIRS AND RESERVOIRS RIGHTS, AS EVIDENCED BY INSTRUMENTS RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 312, AND IN INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 355; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 367; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 382 AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 384, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 413, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 425; AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 396.

16. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND LIEN RIGHTS (IF ANY) WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AND ANY AND ALL SUPPLEMENTS, AMENDMENTS AND ANNEXATIONS THERETO, SET FORTH IN THE DECLARATION RECORDED AUGUST 18, 1986 IN BOOK 659, PAGE 785 AND AMENDED APRIL 22, 1987 IN BOOK 715 AT PAGE 692.
17. THE EFFECT OF DAWSON RIDGE PRE P.U.D SITE PLAN, RECORDED NOVEMBER 20, 1986 AS RECEPTION NO. 8625697.
18. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 86-19 RECORDED NOVEMBER 20, 1986 IN BOOK 680 AT PAGE 955.
19. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN DRAFT MASTER PLAN RECORDED DECEMBER 10, 1986 IN BOOK 686 AT PAGE 630.
20. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN BY-LAWS OF THE DAWSON RIDGE COMMUNITY ASSOCIATION RECORDED FEBRUARY 13, 1987 IN BOOK 700 AT PAGE 799.
21. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE FILING A RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707610 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 272.
22. THE EFFECT OF DAWSON RIDGE FILING A FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS DOCUMENT NO. 8707611.
23. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE-FILING B, RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707612 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 274.
24. THE EFFECT OF DAWSON RIDGE - FILING B FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS RECEPTION NO. 8707613.
25. THE EFFECT OF A NOTICE AND MEMORANDUM OF CONTRACTS BY AND BETWEEN DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5 RECORDED FEBRUARY 15, 1988 IN BOOK 841 AT PAGE 551, BOOK 841 AT PAGE 558, BOOK 841 AT PAGE 561 AND BOOK 841 AT PAGE 564.
26. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN FACILITIES DEVELOPMENT FEE AGREEMENT RECORDED FEBRUARY 28, 1989 IN BOOK 842 AT PAGE 911.
27. A LIEN, FEE OR ASSESSMENT BY REASON OF THE SUBJECT PROPERTY BEING INCLUDED IN THE DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5.
28. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN SUSPENSION AGREEMENT RECORDED OCTOBER 21, 1992 IN BOOK 1092, PAGE 1719 AND RE-RECORDED DECEMBER 7, 1992 IN BOOK 1100 AT PAGE 117.
29. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED FEBRUARY 27, 1989 IN BOOK 842 AT PAGE 780.

EXHIBIT E

DCDC Frontage Road Easements

(attached)

SLOPE AND DRAINAGE EASEMENT AGREEMENT

THIS SLOPE AND DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2021 (the "Effective Date"), by and between **DOUGLAS COUNTY DEVELOPMENT CORPORATION**, a Colorado corporation ("DCDC"), and **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation (the "Town"). DCDC and the Town may be collectively referred to herein as the "Parties," and each individually as a "Party."

RECITALS:

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

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

AGREEMENT:

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

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

2. Scope of Easement. The Easement shall burden the DCDC Property and the successors and assigns thereof and run with and be appurtenant thereto with the effect that any person or entity which acquires an interest therein shall be entitled to such benefits and bound by such burdens. No Party or any person claiming by, through or

under any Party shall interfere with or obstruct the use and enjoyment of the Easement by the Parties or their Permittees or impair the rights of the Parties or their Permittees under this Agreement.

3. Duration of Easement. The Easement shall commence on the Effective Date and shall be perpetual in nature, except as expressly set forth in this Agreement.

4. Relocation; Modification. The Parties hereby acknowledge that it is the intention of DCDC to develop the DCDC Property and/or real property owned by DCDC in the vicinity of the DCDC Property. Accordingly, at any time and from time to time, DCDC, at its sole cost and expense, may change, alter, modify the design and location, or relocate in whole or in part, the Easement, provided that alternate adequate lateral support and stormwater drainage is provided and that the same is approved by the Town. Upon completion of any such change, alteration, modification or relocation, DCDC shall prepare for recordation, and the applicable Parties shall execute, an easement agreement substantially identical to this Agreement, *mutatis mutandis*, or other appropriate documents, which shall set forth the new Easement and all documents necessary to terminate and vacate the easement rights no longer existing under this Agreement.

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

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

To the Town:

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

With a copy to:

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

To DCDC:

Douglas County Development Corporation
Attn: Franklin L. Haney
1425 South Moore Road, Suite A
Chattanooga, TN 37412

With a copy to:

Hughes Socol Piers Resnick Dym Ltd.
Attn: Larry D. Blust
70 W. Madison St., Suite 4000
Chicago, IL 60602

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

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

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

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

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

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

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

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

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

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

16. Relationship of Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, association or other similar relationship between or among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or entity not a Party, and no such other person, firm, organization or entity shall have any right, benefit or cause of action under this Agreement.

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

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

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

[Signature page follows]

5

EXHIBIT A

DCDC Property

(attached)

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BLVD. SLOPE & DRAINAGE EASEMENT WEST PARCEL A

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°48'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 14°23'31" E, A DISTANCE OF 1027.91 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;
THENCE ALONG THE EAST LINE OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2160.00 FEET, A CENTRAL ANGLE OF 01°43'41" AND AN ARC LENGTH OF 65.15 FEET, THE CHORD OF WHICH BEARS N33°16'13"E, A DISTANCE OF 65.15 FEET;
2. THENCE N 32°24'22" E, A DISTANCE OF 160.59 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE DEPARTING SAID DAWSON RIDGE FILING NO. A PLAT AND ALONG THE WEST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD THE FOLLOWING FOUR (4) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1555.50 FEET, A CENTRAL ANGLE OF 15°49'11" AND AN ARC LENGTH OF 429.48 FEET, THE CHORD OF WHICH BEARS S 02°07'18" W, A DISTANCE OF 428.12 FEET;
2. S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1944.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1017.12 FEET;
4. S 24°10'55" W, A DISTANCE OF 208.19 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS

THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 252.67 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1844.50 FEET, A CENTRAL ANGLE OF 10°28'17" AND AN ARC LENGTH OF 337.10 FEET;
THENCE N 76°17'21" W, A DISTANCE OF 200.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1644.50 FEET, A CENTRAL ANGLE OF 19°29'56" AND AN ARC LENGTH OF 559.65 FEET, THE CHORD OF WHICH BEARS N 03°57'41" E, A DISTANCE OF 556.96 FEET;
THENCE N 05°47'17" W, A DISTANCE OF 140.35 FEET;
THENCE N 84°12'43" E, A DISTANCE OF 200.00 FEET;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: J. ANTON
DATE: 06/14/2021 DS: T. GIRARD
SHEET 1 OF 5 P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

(CONTINUED)

THENCE N 05°47'17" W, A DISTANCE OF 1098.78 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1655.50 FEET, A CENTRAL ANGLE
OF 18°35'21" AND AN ARC LENGTH OF 248.18 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 426,231 SQUARE FEET, OR 9.785 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE
SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33, A DISTANCE OF 340.60 FEET TO THE POINT OF
BEGINNING;

THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 101.25 FEET TO A POINT OF
NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1594.50 FEET, A
CENTRAL ANGLE OF 12°19'34" AND AN ARC LENGTH OF 343.03 FEET, THE CHORD OF WHICH BEARS
N 03°33'20" E, A DISTANCE OF 342.37 FEET;
THENCE S 87°23'33" W, A DISTANCE OF 200.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1394.50 FEET, A
CENTRAL ANGLE OF 19°08'38" AND AN ARC LENGTH OF 465.94 FEET, THE CHORD OF WHICH BEARS
N 12°10'46" W, A DISTANCE OF 463.77 FEET;
THENCE N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2105.50 FEET, A CENTRAL ANGLE
OF 05°50'22" AND AN ARC LENGTH OF 214.59 FEET;
THENCE N 74°05'17" E, A DISTANCE OF 200.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1905.50 FEET, A
CENTRAL ANGLE OF 40°05'38" AND AN ARC LENGTH OF 1333.41 FEET, THE CHORD OF WHICH BEARS
N 04°08'06" E, A DISTANCE OF 1306.37 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 1398.68 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL
WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 1443.16 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE
OF 45°56'00" AND AN ARC LENGTH OF 1447.45 FEET;
THENCE S 21°45'05" E, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE
OF 30°54'59" AND AN ARC LENGTH OF 914.34 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 646,921 SQUARE FEET, OR 14.851 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 2 OF 5

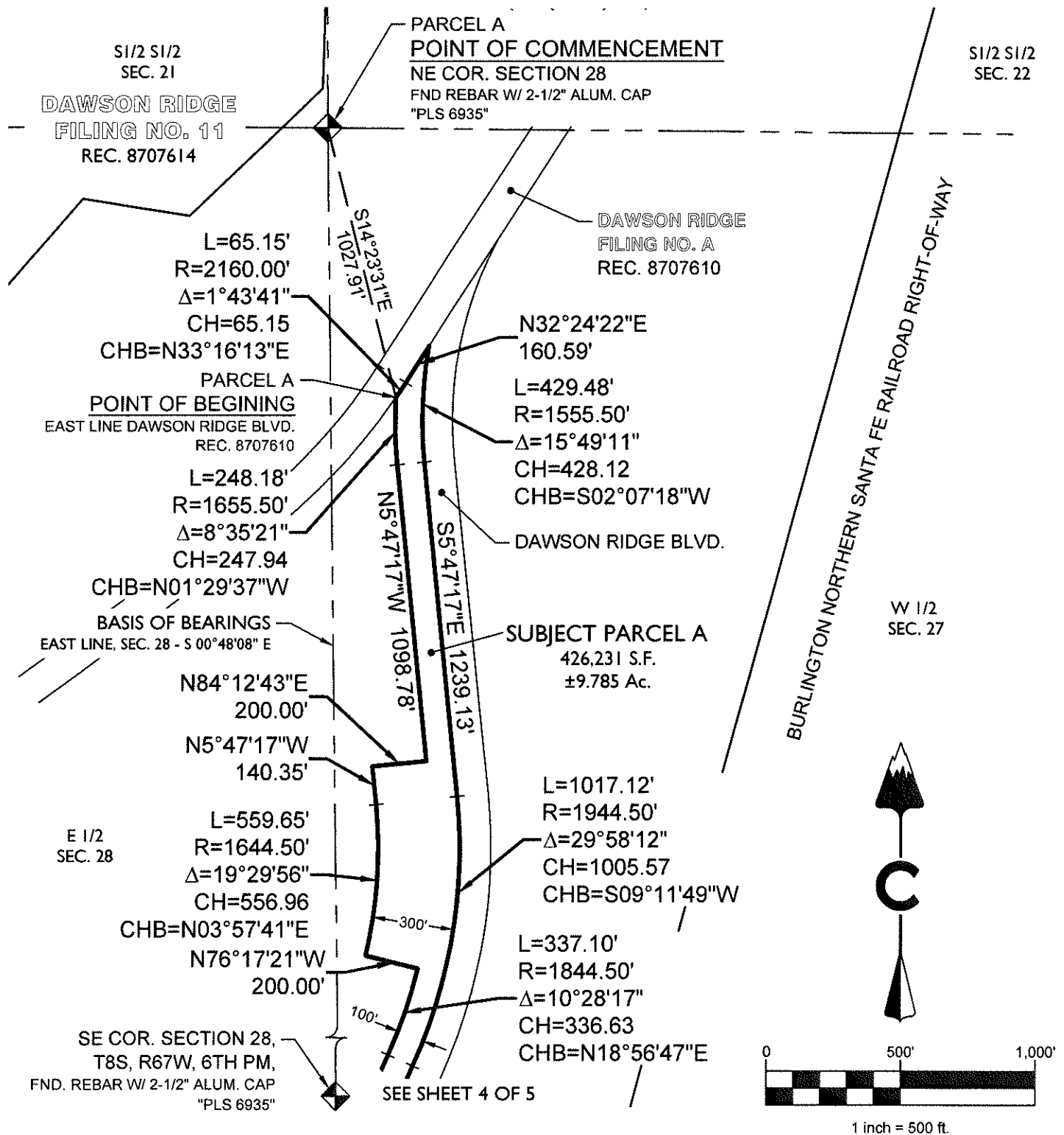
DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 3 OF 5

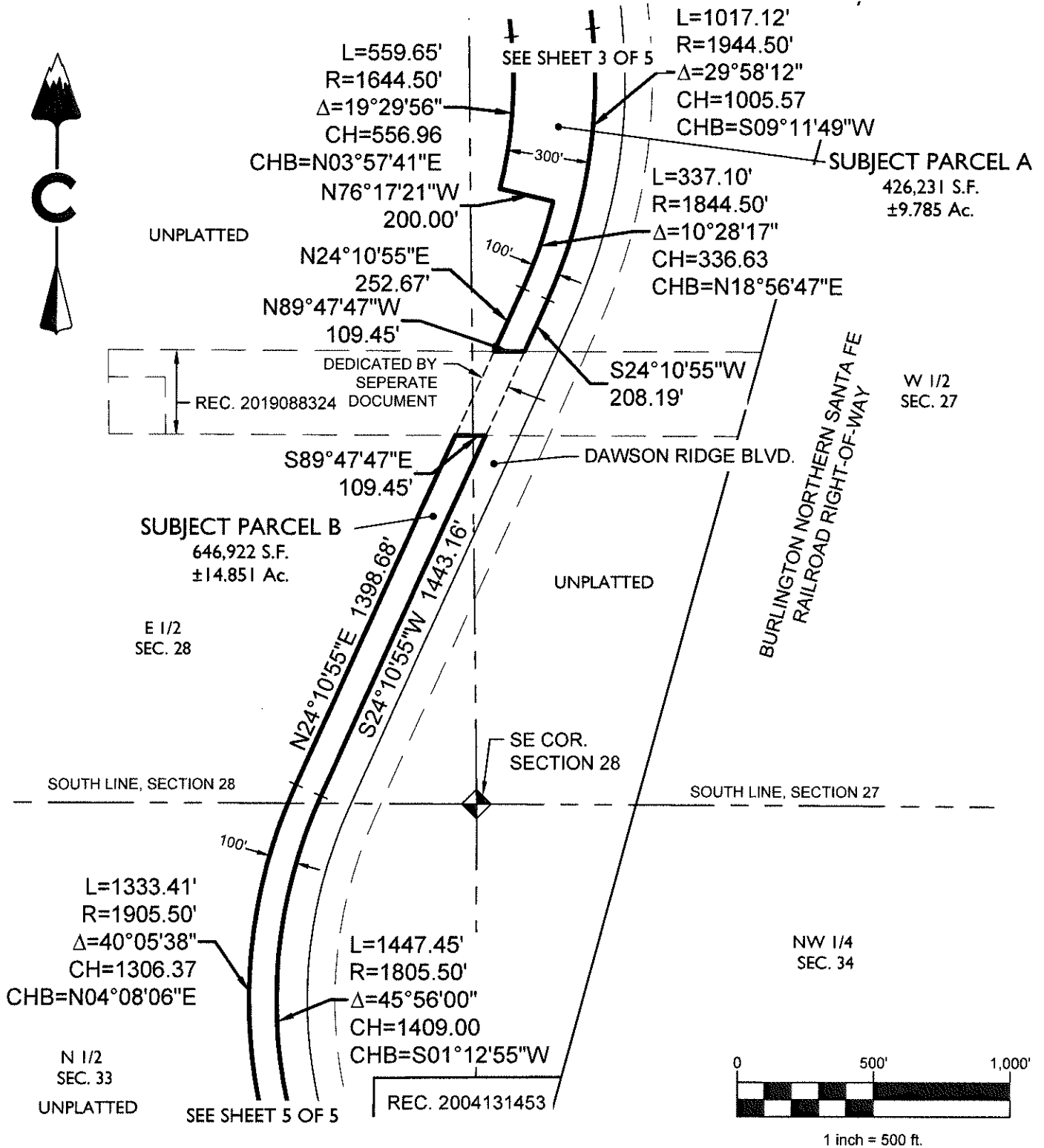
DR: J. ANTON
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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 4 OF 5

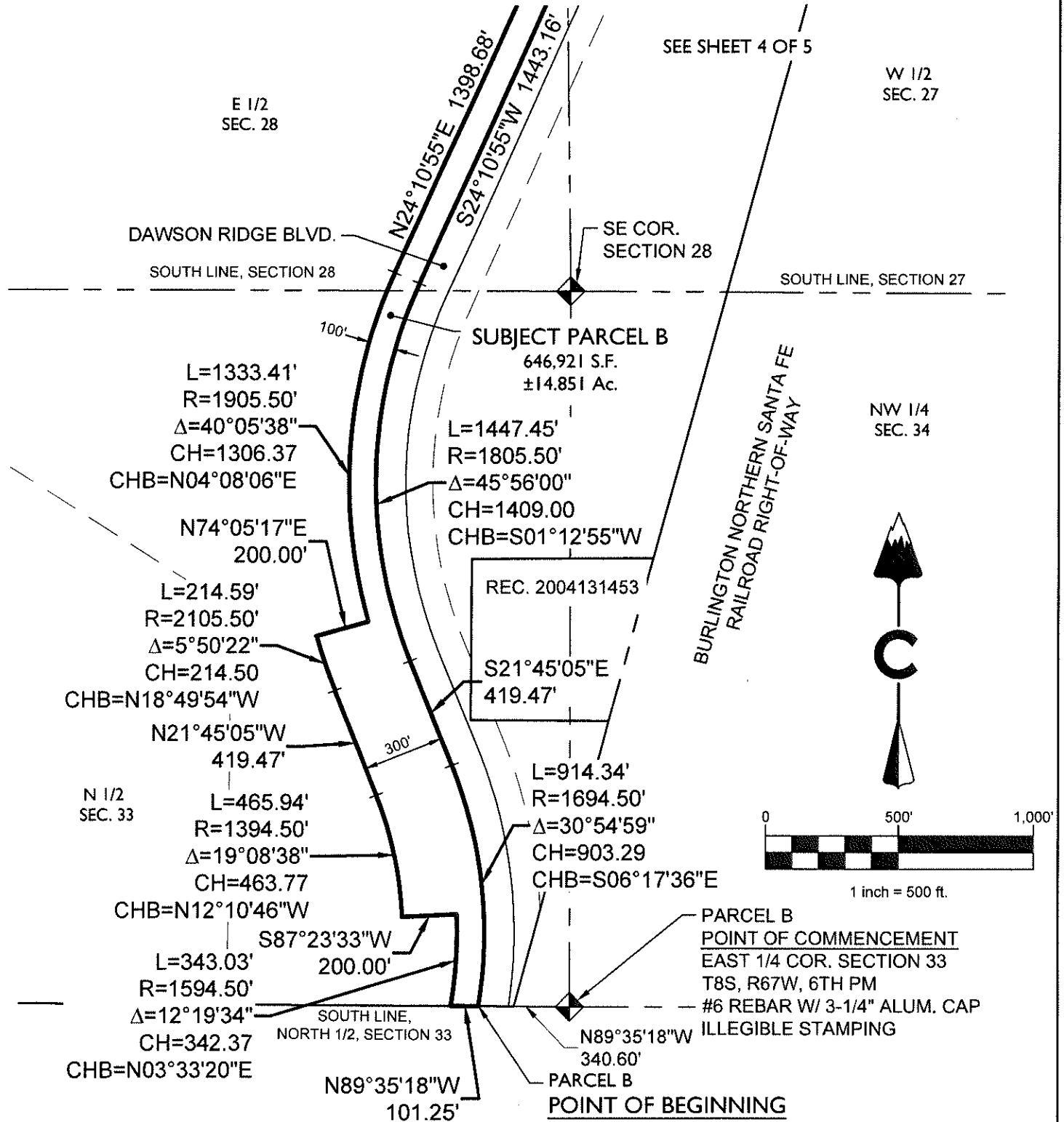
DR: J. ANTON
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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 5 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
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EXHIBIT B

Permitted Exceptions

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Taxes and assessments for year 2021 and subsequent years.
6. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. THE EFFECT OF INSTRUMENTS REGARDING ZONING, RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGE 427.
8. THE EFFECT OF CASTLE ROCK RANCH PRELIMINARY P.U.D. PLAN, RECORDED DECEMBER 18, 1984, UNDER RECEPTION NO. 343350.
9. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AND DEVELOPMENT CONTRACTS RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGES 499 AND 543.
10. THE EFFECT OF DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN, RECORDED NOVEMBER 20, 1986, UNDER RECEPTION NO. 8625697.
11. TERMS, CONDITIONS AND PROVISIONS OF COST SHARING AGREEMENT RECORDED AUGUST 28, 1989 IN BOOK 869 AT PAGE 992.
12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 16, 1980, IN BOOK 394 AT PAGE 93 AND APRIL 27, 1990 IN BOOK 909 AT PAGE 634.
13. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENT RECORDED SEPTEMBER 18, 1923 IN BOOK 72 AT PAGE 453.
14. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENTS RECORDED JULY 5, 1951 IN BOOK 103 AT PAGE 264, AUGUST 31, 1951 IN BOOK 103, PAGE 324, JULY 5, 1951 IN BOOK 103 AT PAGE 265.

15. ANY AND ALL WELLS AND WELL RIGHTS, DITCHES AND DITCH RIGHTS, RESERVOIRS AND RESERVOIRS RIGHTS, AS EVIDENCED BY INSTRUMENTS RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 312, AND IN INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 355; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 367; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 382 AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 384, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 413, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 425; AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 396.
16. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND LIEN RIGHTS (IF ANY) WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AND ANY AND ALL SUPPLEMENTS, AMENDMENTS AND ANNEXATIONS THERETO, SET FORTH IN THE DECLARATION RECORDED AUGUST 18, 1986 IN BOOK 659, PAGE 785 AND AMENDED APRIL 22, 1987 IN BOOK 715 AT PAGE 692.
17. THE EFFECT OF DAWSON RIDGE PRE P.U.D SITE PLAN, RECORDED NOVEMBER 20, 1986 AS RECEPTION NO. 8625697.
18. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 86-19 RECORDED NOVEMBER 20, 1986 IN BOOK 680 AT PAGE 955.
19. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN DRAFT MASTER PLAN RECORDED DECEMBER 10, 1986 IN BOOK 686 AT PAGE 630.
20. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN BY-LAWS OF THE DAWSON RIDGE COMMUNITY ASSOCIATION RECORDED FEBRUARY 13, 1987 IN BOOK 700 AT PAGE 799.
21. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE FILING A RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707610 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 272.
22. THE EFFECT OF DAWSON RIDGE FILING A FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS DOCUMENT NO. 8707611.
23. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE-FILING B, RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707612 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 274.
24. THE EFFECT OF DAWSON RIDGE - FILING B FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS RECEPTION NO. 8707613.
25. THE EFFECT OF A NOTICE AND MEMORANDUM OF CONTRACTS BY AND BETWEEN DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5 RECORDED FEBRUARY 15, 1988 IN BOOK 841 AT PAGE 551, BOOK 841 AT PAGE 558, BOOK 841 AT PAGE 561 AND BOOK 841 AT PAGE 564.

26. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN FACILITIES DEVELOPMENT FEE AGREEMENT RECORDED FEBRUARY 28, 1989 IN BOOK 842 AT PAGE 911.
27. A LIEN, FEE OR ASSESSMENT BY REASON OF THE SUBJECT PROPERTY BEING INCLUDED IN THE DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5.
28. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN SUSPENSION AGREEMENT RECORDED OCTOBER 21, 1992 IN BOOK 1092, PAGE 1719 AND RE-RECORDED DECEMBER 7, 1992 IN BOOK 1100 AT PAGE 117.
29. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED FEBRUARY 27, 1989 IN BOOK 842 AT PAGE 780.

SLOPE AND DRAINAGE EASEMENT AGREEMENT

THIS **SLOPE AND DRAINAGE EASEMENT AGREEMENT** (this “Agreement”) is made as of the ____ day of _____, 2021 (the “Effective Date”), by and between **DOUGLAS COUNTY DEVELOPMENT CORPORATION**, a Colorado corporation (“DCDC”), and **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation (the “Town”). DCDC and the Town may be collectively referred to herein as the “Parties,” and each individually as a “Party.”

RECITALS:

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

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

AGREEMENT:

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

1. Grant of Easement. DCDC hereby grants, sells, bargains and conveys to the Town, and the Permittees and the successors and assigns of each, the Easement, subject to the items set forth on **Exhibit B** attached hereto (the “Permitted Exceptions”).

2. Scope of Easement. The Easement shall burden the DCDC Property and the successors and assigns thereof and run with and be appurtenant thereto with the effect that any person or entity which acquires an interest therein shall be entitled to such benefits and bound by such burdens. No Party or any person claiming by, through or

under any Party shall interfere with or obstruct the use and enjoyment of the Easement by the Parties or their Permittees or impair the rights of the Parties or their Permittees under this Agreement.

3. Duration of Easement. The Easement shall commence on the Effective Date and shall be perpetual in nature, except as expressly set forth in this Agreement.

4. Relocation; Modification. The Parties hereby acknowledge that it is the intention of DCDC to develop the DCDC Property and/or real property owned by DCDC in the vicinity of the DCDC Property. Accordingly, at any time and from time to time, DCDC, at its sole cost and expense, may change, alter, modify the design and location, or relocate in whole or in part, the Easement, provided that alternate adequate lateral support and stormwater drainage is provided and that the same is approved by the Town. Upon completion of any such change, alteration, modification or relocation, DCDC shall prepare for recordation, and the applicable Parties shall execute, an easement agreement substantially identical to this Agreement, *mutatis mutandis*, or other appropriate documents, which shall set forth the new Easement and all documents necessary to terminate and vacate the easement rights no longer existing under this Agreement.

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

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

To the Town:

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

With a copy to:

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

To DCDC:

Douglas County Development Corporation
Attn: Franklin L. Haney
1425 South Moore Road, Suite A
Chattanooga, TN 37412

With a copy to:

Hughes Socol Piers Resnick Dym Ltd.
Attn: Larry D. Blust
70 W. Madison St., Suite 4000
Chicago, IL 60602

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

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

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

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

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

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

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

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

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

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

16. Relationship of Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, association or other similar relationship between or among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm organization or entity not a Party, and no such other person, firm, organization or entity shall have any right, benefit or cause of action under this Agreement.

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

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

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

[Signature page follows]

5

EXHIBIT A

DCDC Property

(attached)

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BLVD. SLOPE EASEMENT EAST
PARCEL A

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°48'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 17°11'37" E, A DISTANCE OF 985.21 FEET TO A POINT OF TANGENCY (PT) ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE; THENCE N 32°24'22" E, ALONG SAID EAST LINE, A DISTANCE OF 620.04 FEET TO THE POINT OF BEGINNING; THENCE N 32°24'22" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 151.17 FEET; THENCE S 01°50'48" E, A DISTANCE OF 177.74 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1344.50 FEET, A CENTRAL ANGLE OF 32°42'50" AND AN ARC LENGTH OF 767.66 FEET, THE CHORD OF WHICH BEARS S10°34'08"W, A DISTANCE OF 757.28 FEET; THENCE S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2155.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1127.49 FEET; THENCE S 24°10'55" W, A DISTANCE OF 114.34 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS; THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET TO A POINT ON THE EAST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY; THENCE ALONG THE EAST LINE OF SAID FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

1. N 24°10'55" E, A DISTANCE OF 158.82 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2055.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1075.19 FEET;
3. N 05°47'17" W, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1444.50 FEET, A CENTRAL ANGLE OF 32°55'29" AND AN ARC LENGTH OF 830.07 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 335,165 SQUARE FEET, OR 7.694 ACRES, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: J. ANTON
DATE: 06/14/2021 DS: T. GIRARD
SHEET 1 OF 5 P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BLVD. SLOPE EASEMENT EAST CONTINUED
PARCEL B

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33, A DISTANCE OF 209.26 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING;

THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 19.11 FEET TO A POINT OF NON-TANGENT CURVATURE AND A POINT ON THE EAST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;

THENCE ALONG SAID EAST LINE, THE FOLLOWING FOUR (4) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE OF 30°22'28" AND AN ARC LENGTH OF 957.15 FEET, THE CHORD OF WHICH BEARS N 06°33'51" W, A DISTANCE OF 945.99 FEET;
2. N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE OF 45°56'00" AND AN ARC LENGTH OF 1358.46 FEET;
4. N 24°10'55" E, A DISTANCE OF 1492.53 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;

THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET;

THENCE S 24°10'55" W, A DISTANCE OF 1537.01 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1594.50 FEET, A CENTRAL ANGLE OF 45°56'00" AND AN ARC LENGTH OF 1278.29 FEET;

THENCE S 21°45'05" E, A DISTANCE OF 77.31 FEET TO A POINT ON THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004131453, SAID DOUGLAS COUNTY RECORDS;

THENCE ALONG THE WEST AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES:

1. S 00°19'26" W, A DISTANCE OF 227.14 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;
2. S 89°29'06" E, A DISTANCE OF 91.70 FEET;

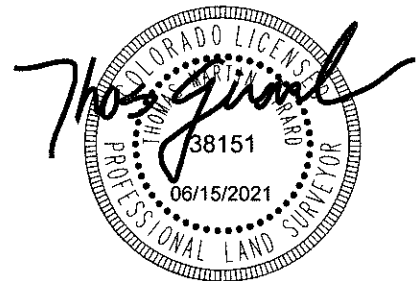
THENCE S 21°45'05" E, A DISTANCE OF 96.93 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1905.50 FEET, A CENTRAL ANGLE OF 19°04'04" AND AN ARC LENGTH OF 633.98 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;

THENCE S 15°19'54" W, ALONG SAID WEST LINE, A DISTANCE OF 373.32 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33 AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 395,142 SQUARE FEET OR 9.071 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 2 OF 5

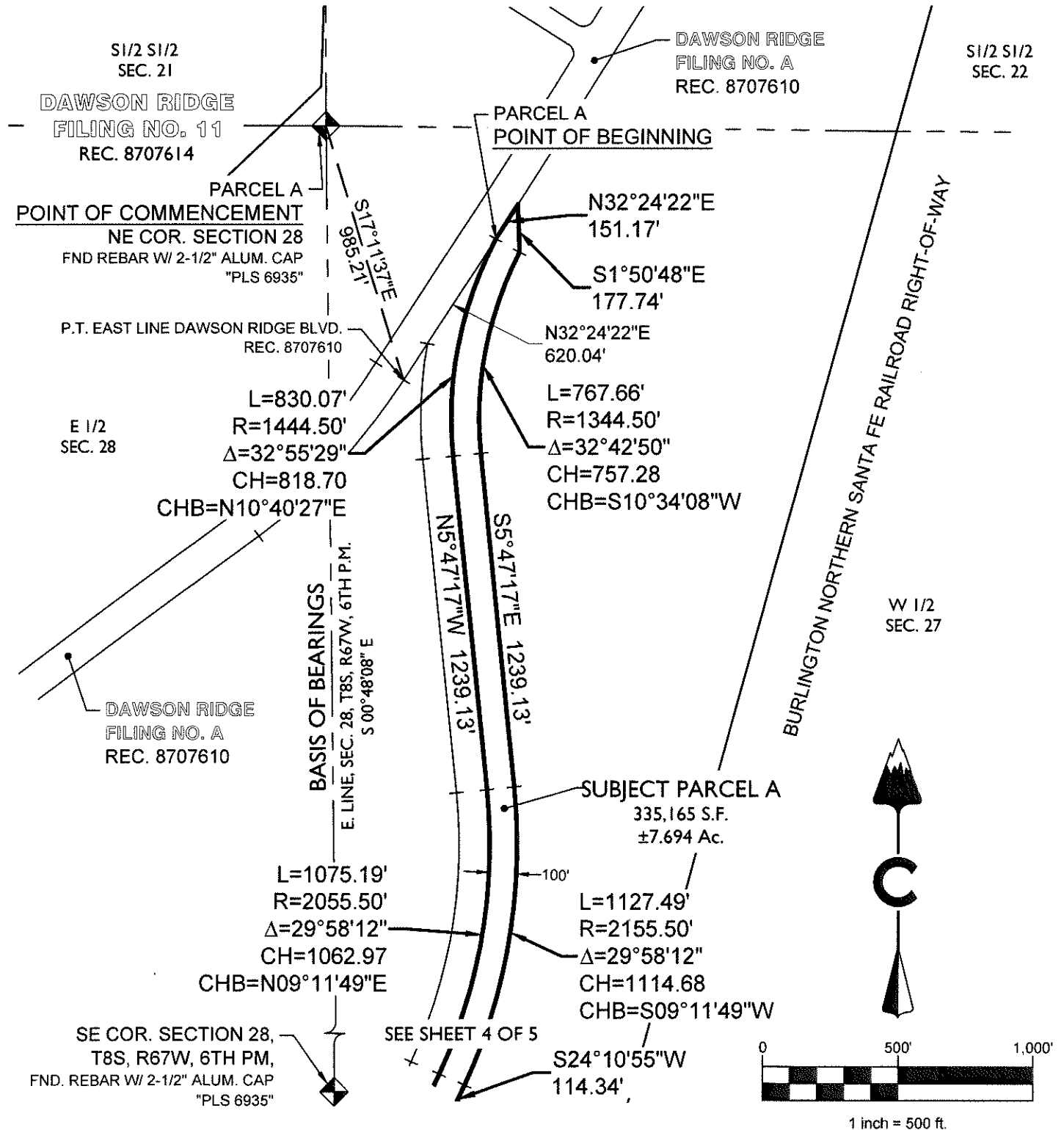
DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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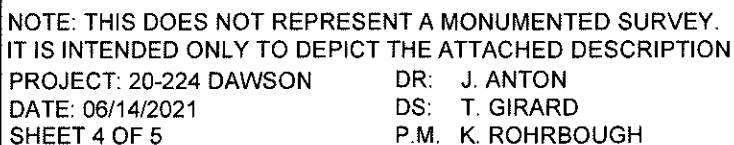
PROJECT: 20-224 DAWSON
DATE: 03/02/2021
SHEET 3 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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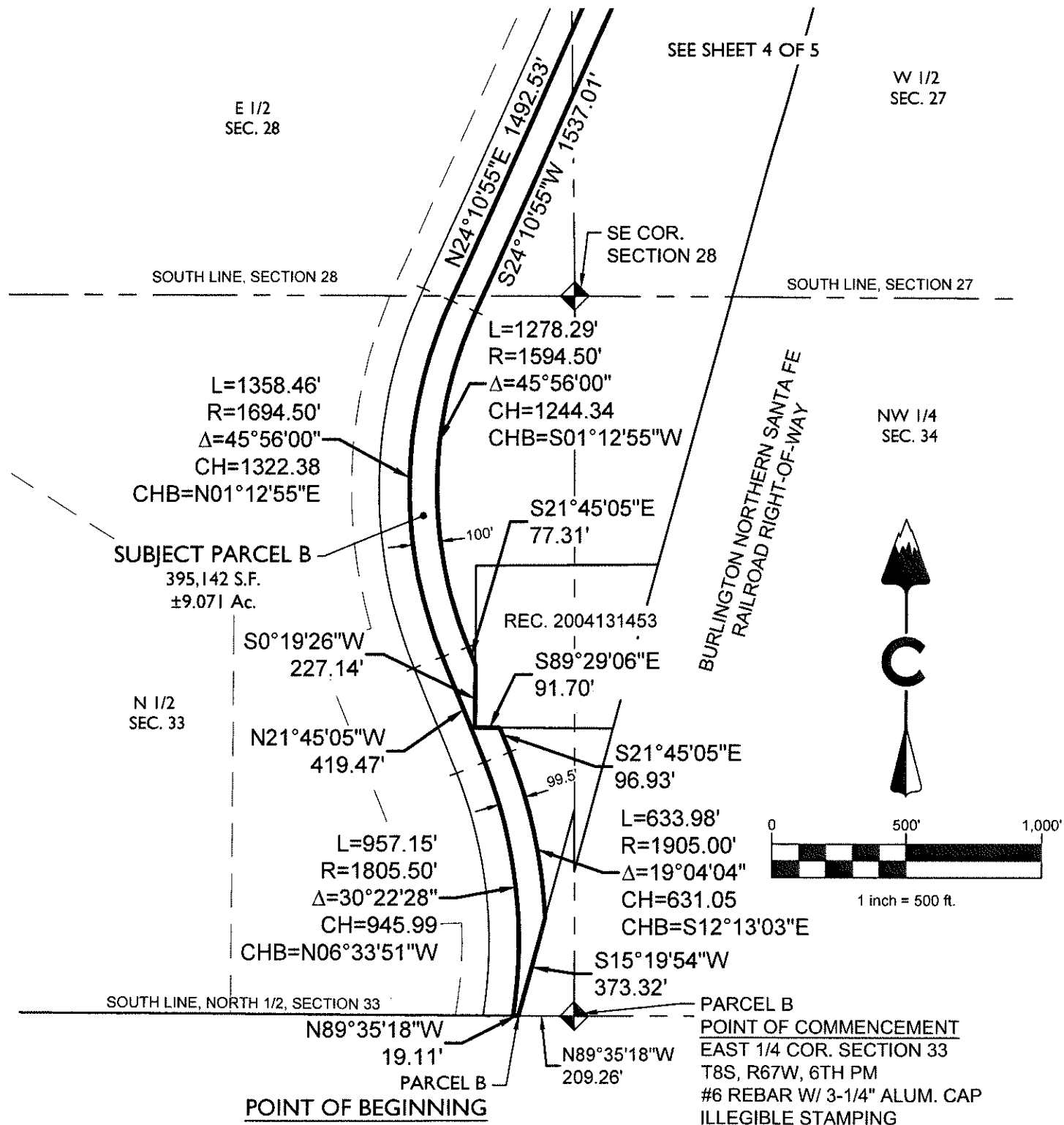
PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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

PROJECT: 20-224 DAWSON DR: J. ANTON
DATE: 06/14/2021 DS: T. GIRARD
SHEET 5 OF 5 P.M. K. ROHRBOUGH

CORE

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

EXHIBIT B

Permitted Exceptions

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Taxes and assessments for year 2021 and subsequent years.
6. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. THE EFFECT OF INSTRUMENTS REGARDING ZONING, RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGE 427.
8. THE EFFECT OF CASTLE ROCK RANCH PRELIMINARY P.U.D. PLAN, RECORDED DECEMBER 18, 1984, UNDER RECEPTION NO. 343350.
9. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AND DEVELOPMENT CONTRACTS RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGES 499 AND 543.
10. THE EFFECT OF DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN, RECORDED NOVEMBER 20, 1986, UNDER RECEPTION NO. 8625697.
11. TERMS, CONDITIONS AND PROVISIONS OF COST SHARING AGREEMENT RECORDED AUGUST 28, 1989 IN BOOK 869 AT PAGE 992.
12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 16, 1980, IN BOOK 394 AT PAGE 93 AND APRIL 27, 1990 IN BOOK 909 AT PAGE 634.
13. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENT RECORDED SEPTEMBER 18, 1923 IN BOOK 72 AT PAGE 453.
14. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENTS RECORDED JULY 5, 1951 IN BOOK 103 AT PAGE 264, AUGUST 31, 1951 IN BOOK 103, PAGE 324, JULY 5, 1951 IN BOOK 103 AT PAGE 265.

15. ANY AND ALL WELLS AND WELL RIGHTS, DITCHES AND DITCH RIGHTS, RESERVOIRS AND RESERVOIRS RIGHTS, AS EVIDENCED BY INSTRUMENTS RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 312, AND IN INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 355; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 367; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 382 AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 384, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 413, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 425; AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 396.
16. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND LIEN RIGHTS (IF ANY) WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AND ANY AND ALL SUPPLEMENTS, AMENDMENTS AND ANNEXATIONS THERETO, SET FORTH IN THE DECLARATION RECORDED AUGUST 18, 1986 IN BOOK 659, PAGE 785 AND AMENDED APRIL 22, 1987 IN BOOK 715 AT PAGE 692.
17. THE EFFECT OF DAWSON RIDGE PRE P.U.D SITE PLAN, RECORDED NOVEMBER 20, 1986 AS RECEPTION NO. 8625697.
18. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 86-19 RECORDED NOVEMBER 20, 1986 IN BOOK 680 AT PAGE 955.
19. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN DRAFT MASTER PLAN RECORDED DECEMBER 10, 1986 IN BOOK 686 AT PAGE 630.
20. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN BY-LAWS OF THE DAWSON RIDGE COMMUNITY ASSOCIATION RECORDED FEBRUARY 13, 1987 IN BOOK 700 AT PAGE 799.
21. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE FILING A RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707610 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 272.
22. THE EFFECT OF DAWSON RIDGE FILING A FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS DOCUMENT NO. 8707611.
23. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE-FILING B, RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707612 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 274.
24. THE EFFECT OF DAWSON RIDGE - FILING B FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS RECEPTION NO. 8707613.
25. THE EFFECT OF A NOTICE AND MEMORANDUM OF CONTRACTS BY AND BETWEEN DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5 RECORDED FEBRUARY 15, 1988 IN BOOK 841 AT PAGE 551, BOOK 841 AT PAGE 558, BOOK 841 AT PAGE 561 AND BOOK 841 AT PAGE 564.

26. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN FACILITIES DEVELOPMENT FEE AGREEMENT RECORDED FEBRUARY 28, 1989 IN BOOK 842 AT PAGE 911.
27. A LIEN, FEE OR ASSESSMENT BY REASON OF THE SUBJECT PROPERTY BEING INCLUDED IN THE DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5.
28. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN SUSPENSION AGREEMENT RECORDED OCTOBER 21, 1992 IN BOOK 1092, PAGE 1719 AND RE-RECORDED DECEMBER 7, 1992 IN BOOK 1100 AT PAGE 117.
29. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED FEBRUARY 27, 1989 IN BOOK 842 AT PAGE 780.

EXHIBIT F

DT Frontage Road Deed

(attached)

AFTER RECORDING RETURN TO:

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

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

SPECIAL WARRANTY DEED

This special warranty deed is made on this ____ day of _____, 2021 by **DAWSON TRAILS I LLC**, a Colorado limited liability company ("**Grantor**"), whose address is c/o Westside Property Investment Company, Inc., 4100 East Mississippi Avenue, Suite 500, Glendale, CO 80246. Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell and convey to **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation ("**Grantee**"), whose address is c/o Town Attorney's Office, 100 N. Wilcox Street, Castle Rock, CO 80104, all of its right, title and interest in and to the following described real property, to-wit:

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

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

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

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

[Signature Page Immediately Follows]

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

DAWSON TRAILS I LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by Andrew R. Klein, as Manager of Dawson Trails I LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires _____.

Notary Public

EXHIBIT A

Legal Description of the Property

(attached)

EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY

A PARCEL OF LAND BEING A PORTION OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 01°10'50" E, A DISTANCE OF 1346.17 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;
THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID DEED;
THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 121.48 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 337.91 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED;
THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 121.48 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 37,507 SQUARE FEET OR 0.861 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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

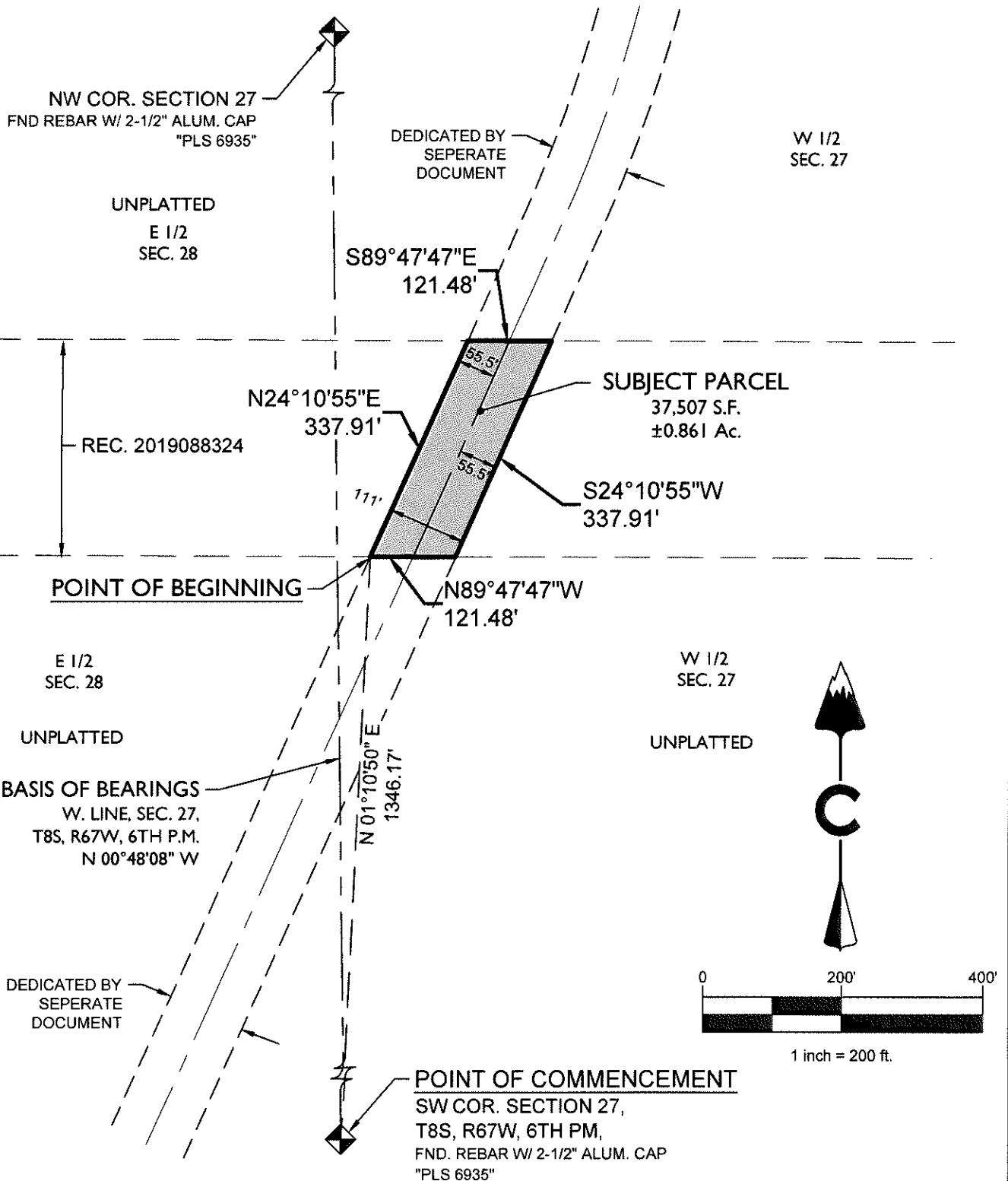
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
DATE: 06/11/2021 DS: T. GIRARD
SHEET 1 OF 2 P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
DATE: 06/11/2021 DS: T. GIRARD
SHEET 2 OF 2 P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT B

Permitted Exceptions

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Taxes and assessments for year 2021 and subsequent years.
6. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. THE EFFECT OF INSTRUMENTS REGARDING ZONING, RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGE 427.
8. THE EFFECT OF CASTLE ROCK RANCH PRELIMINARY P.U.D. PLAN, RECORDED DECEMBER 18, 1984, UNDER RECEPTION NO. 343350.
9. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AND DEVELOPMENT CONTRACTS RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGES 499 AND 543.
10. THE EFFECT OF DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN, RECORDED NOVEMBER 20, 1986, UNDER RECEPTION NO. 8625697.
11. TERMS, CONDITIONS AND PROVISIONS OF COST SHARING AGREEMENT RECORDED AUGUST 28, 1989 IN BOOK 869 AT PAGE 992.
12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 16, 1980, IN BOOK 394 AT PAGE 93 AND APRIL 27, 1990 IN BOOK 909 AT PAGE 634.
13. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENT RECORDED SEPTEMBER 18, 1923 IN BOOK 72 AT PAGE 453.
14. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENTS RECORDED JULY 5, 1951 IN BOOK 103 AT PAGE 264, AUGUST 31, 1951 IN BOOK 103, PAGE 324, JULY 5, 1951 IN BOOK 103 AT PAGE 265.
15. ANY AND ALL WELLS AND WELL RIGHTS, DITCHES AND DITCH RIGHTS, RESERVOIRS AND RESERVOIRS RIGHTS, AS EVIDENCED BY INSTRUMENTS RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 312, AND IN INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 355; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 367; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 382 AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 384, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 413, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 425; AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 396.

16. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND LIEN RIGHTS (IF ANY) WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AND ANY AND ALL SUPPLEMENTS, AMENDMENTS AND ANNEXATIONS THERETO, SET FORTH IN THE DECLARATION RECORDED AUGUST 18, 1986 IN BOOK 659, PAGE 785 AND AMENDED APRIL 22, 1987 IN BOOK 715 AT PAGE 692.
17. THE EFFECT OF DAWSON RIDGE PRE P.U.D SITE PLAN, RECORDED NOVEMBER 20, 1986 AS RECEPTION NO. 8625697.
18. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 86-19 RECORDED NOVEMBER 20, 1986 IN BOOK 680 AT PAGE 955.
19. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN DRAFT MASTER PLAN RECORDED DECEMBER 10, 1986 IN BOOK 686 AT PAGE 630.
20. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN BY-LAWS OF THE DAWSON RIDGE COMMUNITY ASSOCIATION RECORDED FEBRUARY 13, 1987 IN BOOK 700 AT PAGE 799.
21. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE FILING A RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707610 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 272.
22. THE EFFECT OF DAWSON RIDGE FILING A FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS DOCUMENT NO. 8707611.
23. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE-FILING B, RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707612 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 274.
24. THE EFFECT OF DAWSON RIDGE - FILING B FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS RECEPTION NO. 8707613.
25. THE EFFECT OF A NOTICE AND MEMORANDUM OF CONTRACTS BY AND BETWEEN DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5 RECORDED FEBRUARY 15, 1988 IN BOOK 841 AT PAGE 551, BOOK 841 AT PAGE 558, BOOK 841 AT PAGE 561 AND BOOK 841 AT PAGE 564.
26. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN FACILITIES DEVELOPMENT FEE AGREEMENT RECORDED FEBRUARY 28, 1989 IN BOOK 842 AT PAGE 911.
27. A LIEN, FEE OR ASSESSMENT BY REASON OF THE SUBJECT PROPERTY BEING INCLUDED IN THE DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5.
28. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN SUSPENSION AGREEMENT RECORDED OCTOBER 21, 1992 IN BOOK 1092, PAGE 1719 AND RE-RECORDED DECEMBER 7, 1992 IN BOOK 1100 AT PAGE 117.
29. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED FEBRUARY 27, 1989 IN BOOK 842 AT PAGE 780.

EXHIBIT G

DT Frontage Road Easements

(attached)

SLOPE AND DRAINAGE EASEMENT AGREEMENT

THIS **SLOPE AND DRAINAGE EASEMENT AGREEMENT** (this "Agreement") is made as of the ____ day of _____, 2021 (the "Effective Date"), by and between **DAWSON TRAILS I LLC**, a Colorado limited liability company ("DT"), and **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation (the "Town"). DT and the Town may be collectively referred to herein as the "Parties," and each individually as a "Party."

RECITALS:

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

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

AGREEMENT:

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

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

2. Scope of Easement. The Easement shall burden the DT Property and the successors and assigns thereof and run with and be appurtenant thereto with the effect that any person or entity which acquires an interest therein shall be entitled to such benefits and bound by such burdens. No Party or any person claiming by, through or

under any Party shall interfere with or obstruct the use and enjoyment of the Easement by the Parties or their Permittees or impair the rights of the Parties or their Permittees under this Agreement.

3. Duration of Easement. The Easement shall commence on the Effective Date and shall be perpetual in nature, except as expressly set forth in this Agreement.

4. Relocation; Modification. The Parties hereby acknowledge that it is the intention of DT to develop the DT Property and/or real property owned by DT in the vicinity of the DT Property. Accordingly, at any time and from time to time, DT, at its sole cost and expense, may change, alter, modify the design and location, or relocate in whole or in part, the Easement, provided that alternate adequate lateral support and stormwater drainage is provided and that the same is approved by the Town. Upon completion of any such change, alteration, modification or relocation, DT shall prepare for recordation, and the applicable Parties shall execute, an easement agreement substantially identical to this Agreement, *mutatis mutandis*, or other appropriate documents, which shall set forth the new Easement and all documents necessary to terminate and vacate the easement rights no longer existing under this Agreement.

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

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

To the Town:

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

With a copy to:

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

To DT:

Dawson Trails I LLC
Attn: Andrew R. Klein and Kevin Smith
4100 E. Mississippi Ave., Suite 500
Glendale, CO 80246

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

16. Relationship of Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, association or other similar relationship between or among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or entity not a Party, and no such other person, firm, organization or entity shall have any right, benefit or cause of action under this Agreement.

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

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

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

[Signature page follows]

5

EXHIBIT A

DT Property

(attached)

EXHIBIT

PART OF SECTIONS 27 & 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD SLOPE EASEMENT

A PARCEL OF LAND BEING A PORTION OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 01°10'50" E, A DISTANCE OF 1346.17 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING A POINT ON THE WEST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY AND THE POINT OF BEGINNING;

THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET;

THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID SPECIAL WARRANTY DEED;

THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET TO A POINT ON THE WEST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;

THENCE S 24°10'55" W, ALONG SAID WEST LINE, A DISTANCE OF 337.91 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 33,792 SQUARE FEET OR 0.776 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



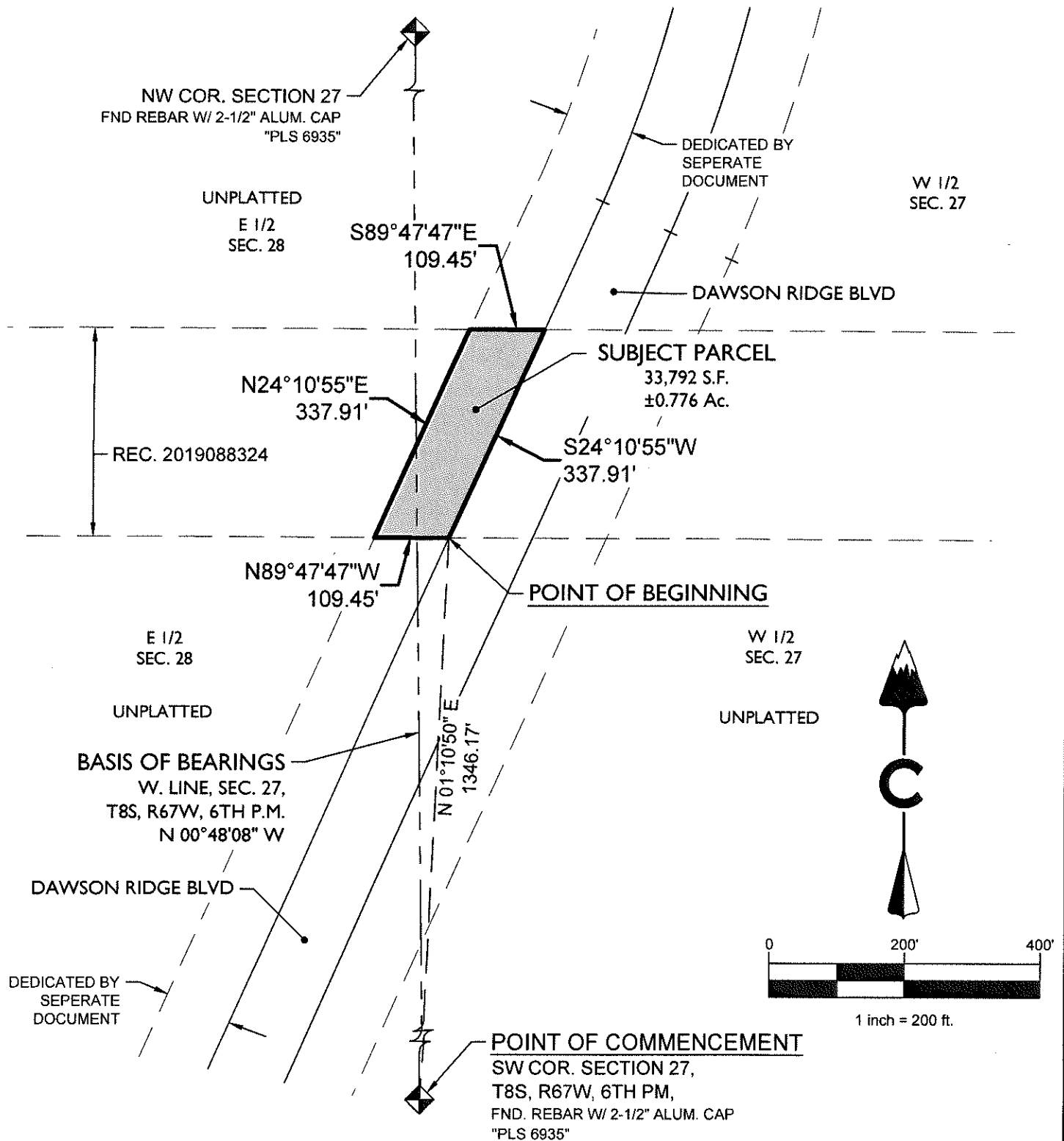
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
DATE: 06/14/2021 DS: T. GIRARD
SHEET 1 OF 2 P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTIONS 27 & 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
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SHEET 2 OF 2 P.M. K. ROHRBOUGH

CORE

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

EXHIBIT B

Permitted Exceptions

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Taxes and assessments for year 2021 and subsequent years.
6. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. THE EFFECT OF INSTRUMENTS REGARDING ZONING, RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGE 427.
8. THE EFFECT OF CASTLE ROCK RANCH PRELIMINARY P.U.D. PLAN, RECORDED DECEMBER 18, 1984, UNDER RECEPTION NO. 343350.
9. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AND DEVELOPMENT CONTRACTS RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGES 499 AND 543.
10. THE EFFECT OF DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN, RECORDED NOVEMBER 20, 1986, UNDER RECEPTION NO. 8625697.
11. TERMS, CONDITIONS AND PROVISIONS OF COST SHARING AGREEMENT RECORDED AUGUST 28, 1989 IN BOOK 869 AT PAGE 992.
12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 16, 1980, IN BOOK 394 AT PAGE 93 AND APRIL 27, 1990 IN BOOK 909 AT PAGE 634.
13. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENT RECORDED SEPTEMBER 18, 1923 IN BOOK 72 AT PAGE 453.
14. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENTS RECORDED JULY 5, 1951 IN BOOK 103 AT PAGE 264, AUGUST 31, 1951 IN BOOK 103, PAGE 324, JULY 5, 1951 IN BOOK 103 AT PAGE 265.

15. ANY AND ALL WELLS AND WELL RIGHTS, DITCHES AND DITCH RIGHTS, RESERVOIRS AND RESERVOIRS RIGHTS, AS EVIDENCED BY INSTRUMENTS RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 312, AND IN INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 355; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 367; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 382 AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 384, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 413, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 425; AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 396.
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23. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE-FILING B, RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707612 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 274.
24. THE EFFECT OF DAWSON RIDGE - FILING B FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS RECEPTION NO. 8707613.
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26. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN FACILITIES DEVELOPMENT FEE AGREEMENT RECORDED FEBRUARY 28, 1989 IN BOOK 842 AT PAGE 911.
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SLOPE AND DRAINAGE EASEMENT AGREEMENT

THIS **SLOPE AND DRAINAGE EASEMENT AGREEMENT** (this "Agreement") is made as of the ____ day of _____, 2021 (the "Effective Date"), by and between **DAWSON TRAILS I LLC**, a Colorado limited liability company ("DT"), and **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation (the "Town"). DT and the Town may be collectively referred to herein as the "Parties," and each individually as a "Party."

RECITALS:

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

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

AGREEMENT:

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

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

2. Scope of Easement. The Easement shall burden the DT Property and the successors and assigns thereof and run with and be appurtenant thereto with the effect that any person or entity which acquires an interest therein shall be entitled to such benefits and bound by such burdens. No Party or any person claiming by, through or

under any Party shall interfere with or obstruct the use and enjoyment of the Easement by the Parties or their Permittees or impair the rights of the Parties or their Permittees under this Agreement.

3. Duration of Easement. The Easement shall commence on the Effective Date and shall be perpetual in nature, except as expressly set forth in this Agreement.

4. Relocation; Modification. The Parties hereby acknowledge that it is the intention of DT to develop the DT Property and/or real property owned by DT in the vicinity of the DT Property. Accordingly, at any time and from time to time, DT, at its sole cost and expense, may change, alter, modify the design and location, or relocate in whole or in part, the Easement, provided that alternate adequate lateral support and stormwater drainage is provided and that the same is approved by the Town. Upon completion of any such change, alteration, modification or relocation, DT shall prepare for recordation, and the applicable Parties shall execute, an easement agreement substantially identical to this Agreement, *mutatis mutandis*, or other appropriate documents, which shall set forth the new Easement and all documents necessary to terminate and vacate the easement rights no longer existing under this Agreement.

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

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

To the Town:

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

With a copy to:

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

To DT:

Dawson Trails I LLC
Attn: Andrew R. Klein and Kevin Smith
4100 E. Mississippi Ave., Suite 500
Glendale, CO 80246

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

16. Relationship of Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, association or other similar relationship between or among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm organization or entity not a Party, and no such other person, firm, organization or entity shall have any right, benefit or cause of action under this Agreement.

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

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

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

[Signature page follows]

EXHIBIT A

DT Property

(attached)

EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY EAST SLOPE EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 06°19'43" E, A DISTANCE OF 1353.70 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID DEED;

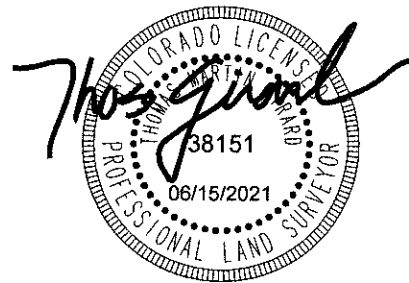
THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET;

THENCE S 24°10'55" W, A DISTANCE OF 337.91 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED;

THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 33,792 SQUARE FEET OR 0.776 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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

PROJECT: 20-224 DAWSON
DATE: 06/11/2021
SHEET 1 OF 2

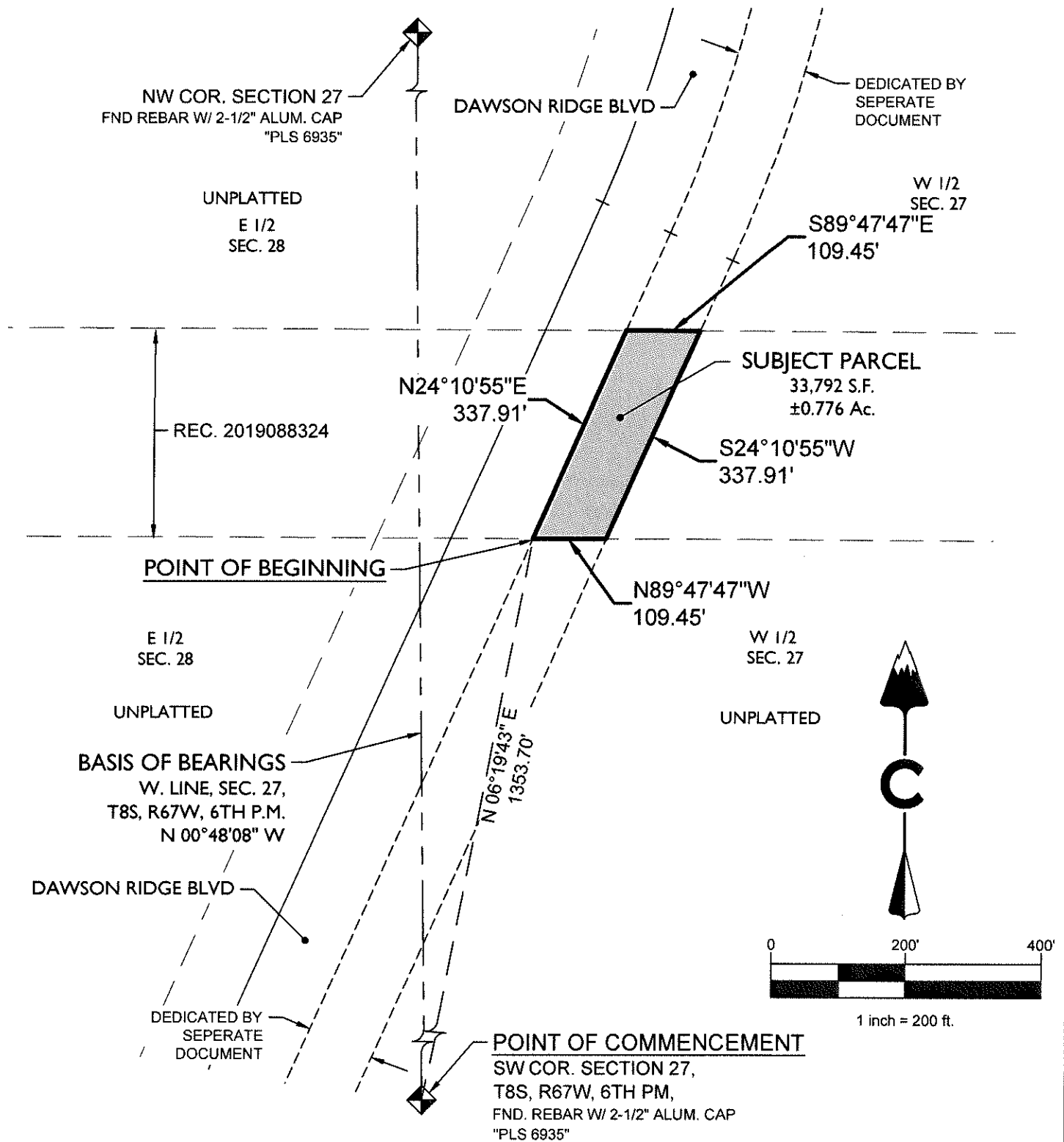
DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
DATE: 06/11/2021 DS: T. GIRARD
SHEET 2 OF 2 P.M. K. ROHRBOUGH

CORE

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

EXHIBIT B

Permitted Exceptions

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
5. Taxes and assessments for year 2021 and subsequent years.
6. a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. THE EFFECT OF INSTRUMENTS REGARDING ZONING, RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGE 427.
8. THE EFFECT OF CASTLE ROCK RANCH PRELIMINARY P.U.D. PLAN, RECORDED DECEMBER 18, 1984, UNDER RECEPTION NO. 343350.
9. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AND DEVELOPMENT CONTRACTS RECORDED DECEMBER 18, 1984 IN BOOK 554 AT PAGES 499 AND 543.
10. THE EFFECT OF DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN, RECORDED NOVEMBER 20, 1986, UNDER RECEPTION NO. 8625697.
11. TERMS, CONDITIONS AND PROVISIONS OF COST SHARING AGREEMENT RECORDED AUGUST 28, 1989 IN BOOK 869 AT PAGE 992.
12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 16, 1980, IN BOOK 394 AT PAGE 93 AND APRIL 27, 1990 IN BOOK 909 AT PAGE 634.
13. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENT RECORDED SEPTEMBER 18, 1923 IN BOOK 72 AT PAGE 453.
14. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENTS RECORDED JULY 5, 1951 IN BOOK 103 AT PAGE 264, AUGUST 31, 1951 IN BOOK 103, PAGE 324, JULY 5, 1951 IN BOOK 103 AT PAGE 265.

15. ANY AND ALL WELLS AND WELL RIGHTS, DITCHES AND DITCH RIGHTS, RESERVOIRS AND RESERVOIRS RIGHTS, AS EVIDENCED BY INSTRUMENTS RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 312, AND IN INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 355; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 367; INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 382 AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 384, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 413, AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 425; AND INSTRUMENT RECORDED JULY 18, 1983 IN BOOK 483 AT PAGE 396.
16. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND LIEN RIGHTS (IF ANY) WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AND ANY AND ALL SUPPLEMENTS, AMENDMENTS AND ANNEXATIONS THERETO, SET FORTH IN THE DECLARATION RECORDED AUGUST 18, 1986 IN BOOK 659, PAGE 785 AND AMENDED APRIL 22, 1987 IN BOOK 715 AT PAGE 692.
17. THE EFFECT OF DAWSON RIDGE PRE P.U.D SITE PLAN, RECORDED NOVEMBER 20, 1986 AS RECEPTION NO. 8625697.
18. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 86-19 RECORDED NOVEMBER 20, 1986 IN BOOK 680 AT PAGE 955.
19. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN DRAFT MASTER PLAN RECORDED DECEMBER 10, 1986 IN BOOK 686 AT PAGE 630.
20. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN BY-LAWS OF THE DAWSON RIDGE COMMUNITY ASSOCIATION RECORDED FEBRUARY 13, 1987 IN BOOK 700 AT PAGE 799.
21. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE FILING A RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707610 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 272.
22. THE EFFECT OF DAWSON RIDGE FILING A FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS DOCUMENT NO. 8707611.
23. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE-FILING B, RECORDED MARCH 18, 1987 AT RECEPTION NO. 8707612 AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN BOOK 818 AT PAGE 274.
24. THE EFFECT OF DAWSON RIDGE - FILING B FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS RECEPTION NO. 8707613.
25. THE EFFECT OF A NOTICE AND MEMORANDUM OF CONTRACTS BY AND BETWEEN DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5 RECORDED FEBRUARY 15, 1988 IN BOOK 841 AT PAGE 551, BOOK 841 AT PAGE 558, BOOK 841 AT PAGE 561 AND BOOK 841 AT PAGE 564.

26. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN FACILITIES DEVELOPMENT FEE AGREEMENT RECORDED FEBRUARY 28, 1989 IN BOOK 842 AT PAGE 911.
27. A LIEN, FEE OR ASSESSMENT BY REASON OF THE SUBJECT PROPERTY BEING INCLUDED IN THE DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5.
28. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN SUSPENSION AGREEMENT RECORDED OCTOBER 21, 1992 IN BOOK 1092, PAGE 1719 AND RE-RECORDED DECEMBER 7, 1992 IN BOOK 1100 AT PAGE 117.
29. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED FEBRUARY 27, 1989 IN BOOK 842 AT PAGE 780.

EXHIBIT H

Non-ROW Deed

(attached)

AFTER RECORDING RETURN TO:

Hughes Socol Piers Resnick Dym Ltd.
Attn: Larry D. Blust
70 W. Madison St., Suite 4000
Chicago, IL 60602

QUITCLAIM DEED

THIS QUITCLAIM DEED, is made this ____ day of _____, 2021 between **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation ("**Grantor**"), whose address is c/o Town Attorney's Office, 100 N. Wilcox Street, Castle Rock, CO 80104, and **DOUGLAS COUNTY DEVELOPMENT CORPORATION**, a Colorado corporation ("**Grantee**"), whose address is c/o Franklin L. Haney Company, LLC, 1425 South Moore Road, Suite A, Chattanooga, TN 37412.

WITNESSETH, That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee and Grantee's heirs, successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Douglas and State of Colorado, described as follows:

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

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

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee and Grantee's heirs, successors, and assigns forever.

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

TOWN OF CASTLE ROCK
a Colorado home rule municipal corporation

By: _____
Name: _____
Title: _____

Approved as to form by:

EXHIBIT A

Property

All of Grantor's interest in the public easements, other than those for public right-o-way, granted under the Final Plat thereof,
Dawson Ridge Filing A
Douglas County, Colorado

All of Grantor's interest in the public easements, other than those for public right-o-way, granted under the Final Plat thereof,
Dawson Ridge Filing B
Douglas County, Colorado

Tracts A, K, L, N and O, and all of Grantor's interest in the public easements, other than those for public right-o-way, granted under the Final Plat thereof,
Dawson Ridge Filing No. 11
Douglas County, Colorado

Tract A, and all of Grantor's interest in the public easements, other than those for public right-o-way, granted under the Final Plat thereof,
Dawson Ridge Recreation Center #1
Douglas County, Colorado

All of Grantor's interest under that certain Utility Easement recorded in the Douglas County, Colorado, Recorder's Office on October 20, 1988 at Reception 8824215

EXHIBIT I

Bill of Sale

(attached)

QUITCLAIM ASSIGNMENT AND BILL OF SALE

THIS **QUITCLAIM ASSIGNMENT AND BILL OF SALE** (this "**Assignment**") is made this ____ day of _____, 2021, by and between **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation (the "**Town**"), and **DOUGLAS COUNTY DEVELOPMENT CORPORATION**, a Colorado corporation ("**DCDC**").

RECITALS:

A. The Town, DCDC and Dawson Ridge Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("**District No. 1**") entered into that certain Agreement dated _____, 2021, related to, among other things, the ROW and Partial Improvements (the "**ROW Agreement**"). All capitalized terms used but not defined in this Assignment shall have the same meaning ascribed to them in the ROW Agreement.

B. As part of, and subject to the terms and conditions contained in, the ROW Agreement, the Town agreed to convey its interest, if any, in the Partial Improvements to DCDC. This Assignment is being executed by the Town to satisfy its obligations under the ROW Agreement with respect to the Partial Improvements.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town hereby assigns, sells, transfers, conveys and QUITCLAIMS to DCDC all of its right, title and interest, if any, in and to the Partial Improvements, in their current as-is and where-is condition without warranty of any nature.

[Signature Page Follows]

IN WITNESS WHEREOF, the Town has executed this Assignment on the day and year first above written.

TOWN:

TOWN OF CASTLE ROCK,
a Colorado home rule municipal corporation

By: _____

Its: _____

Date: _____

Approved as to form:

**THE FOREGOING ASSIGNMENT IS HEREBY ACKNOWLEDGED AND
CONSENTED TO BY:**

DISTRICT NO. 1:

DAWSON RIDGE METROPOLITAN DISTRICT NO. 1,
a quasi-municipal corporation and political subdivision of
the State of Colorado

By: _____

Its: _____

Date: _____

EXHIBIT J

Access Easement

(attached)

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2021 (the "Effective Date"), by and between **DOUGLAS COUNTY DEVELOPMENT CORPORATION**, a Colorado corporation ("**DCDC**"), **EMELINE W. HANEY, MAE E. HANEY, MARY ALICE HANEY, E. MICHELLE HANEY, MARGARET M. HANEY, and FRANKLIN L. HANEY, II** (collectively the "Haneys"), and **DAWSON TRAILS LLC**, a Colorado limited liability company ("**DT LLC**"). DCDC, the Haneys and DT LLC may be collectively referred to herein as the "Parties," and each individually as a "Party."

RECITALS:

A. DCDC is the owner, via vacation by the Town of Castle Rock (the "Town"), of a portion of that certain real property situated in Douglas County, Colorado (the "County"), as more particularly described on **Exhibit A** attached hereto (the "Easement Property"). The Haneys are the owners of those certain parcels of real property situated in the County legally described on **Exhibit B** attached hereto (collectively, the "Haney Property"), and the owners, via vacation by the Town, of a portion of the Easement Property. DT LLC is the owner of that certain real property situated in the County immediately adjacent to the Easement Property and legally described on **Exhibit C** attached hereto (the "DT LLC Property").

B. DCDC has agreed to grant, sell, bargain and convey to the Haneys and DT LLC, and their agents, employees, contractors, representatives, invitees, and successors and assigns (the "Permittees"), a non-exclusive access and roadway easement to, over, upon, under, through and across the portion of the Easement Property owned by DCDC for the purposes of motorized and non-motorized vehicular and pedestrian ingress and egress and, at the election and sole cost and expense of any electing Grantee (hereinafter defined), the design, construction, maintenance and removal of a roadway thereon (the "DCDC Easement"). The Haneys have agreed to grant, sell, bargain and convey to DT LLC and its Permittees, a non-exclusive access and roadway easement to, over, upon, under, through and across the portion of the Easement Property owned by the Haneys for the purposes of motorized and non-motorized vehicular and pedestrian ingress and egress and, at the election and sole cost and expense of DT LLC, the design, construction, maintenance and removal of a roadway thereon (the "Haney Easement"). The DCDC Easement and Haney Easement may each be individually referred to herein as an "Easement" and collectively as the "Easements."

AGREEMENT:

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

1. Grant of Easements. DCDC hereby grants, sells, bargains and conveys to the Haney and DT LLC, and the Permittees and the successors and assigns of each, the DCDC Easement. The Haney hereby grant, sell, bargain and convey to DT LLC, and the Permittees and the successors and assigns of each, the Haney Easement.

2. Scope of Easements. During the Applicable Easement Term (hereinafter defined), the DCDC Easement shall burden the portion of the Easement Property owned by DCDC and the successors and assigns thereof and shall benefit the Haney and DT LLC, the Haney Property and the DT LLC Property and the successors and assigns of each, and run with and be appurtenant thereto with the effect that any person or entity which acquires an interest therein shall be entitled to such benefits and bound by such burdens. During the Applicable Easement Term, the Haney Easement shall burden the portion of the Easement Property owned by the Haney and the successors and assigns thereof and shall benefit DT LLC and the DT LLC Property and the successors and assigns of each, and run with and be appurtenant thereto with the effect that any person or entity which acquires an interest therein shall be entitled to such benefits and bound by such burdens. During the Applicable Easement Term, no Party or any person claiming by, through or under any Party shall interfere with or obstruct the use and enjoyment of the Easements by the grantee Parties hereunder (each individually a “Grantee” and collectively, the “Grantees”) or their Permittees or impair the rights of the Grantees or their Permittees under this Agreement.

3. Duration of Easements. The Easements shall commence on the Effective Date and shall automatically terminate as to each Grantee and such Grantee’s real property (each individually a “Grantee Parcel”) on the earlier to occur of the date (the “Applicable Easement Termination Date”) that each applicable Grantee Parcel is provided with similar alternate access to a public road or such applicable portion of the Easement is obviated by merger (the “Applicable Easement Term”). On, before or after the Applicable Easement Termination Date, the applicable Parties shall execute a document terminating the applicable Easement, which shall be recorded in the real property records of the County on or after the applicable Easement Termination Date.

4. Relocation. The Parties hereby acknowledge that it is the intention of DCDC to develop the portion of the Easement Property owned by DCDC and/or real property owned by DCDC in the vicinity thereof, as well as the intention of the Haney to develop the Haney Property and/or the real property owned by the Haney in the vicinity of the Haney Property. Accordingly, at any time and from time to time, DCDC, and/or the Haney, at their sole cost and expense and upon reasonable notice to the affected Grantees, may change, alter, modify the design and location, or relocate in whole or in part, the applicable Easement, provided that the same provides similar access to the affected Grantee Parcel(s) from a public road, which replacement easement may be entirely or in part over a private or public road used by others. Upon completion of any such change, alteration, modification or relocation, DCDC, and/or the Haney, as applicable, shall prepare and record, and the applicable Grantees shall execute, an easement agreement substantially identical to this Agreement, *mutatis mutandis*, which shall set forth the new Easement, and all documents necessary to terminate and vacate the easement rights no longer existing under this Agreement.

5. Reservation of Rights. DCDC hereby reserves the right to use the portion of the Easement Property owned by DCDC for all purposes and uses not inconsistent with the rights granted in this Agreement. The Haneyes hereby reserve the right to use the portion of the Easement Property owned by the Haneyes for all purposes and uses not inconsistent with the rights granted in this Agreement.

6. Default; Remedies. If any Party fails to perform any of its obligations under this Agreement, upon three (3) business day prior notice, any non-defaulting Party may, at its option and in addition to any other remedy available under this Agreement or law or equity, including without limitation specific performance, either terminate this Agreement with respect to the defaulting Party and related Grantee Parcel without any further obligation to provide such Party notice or the opportunity to cure such default, or perform such obligations on behalf of such defaulting Party, whereupon such defaulting Party shall upon demand reimburse the other Party(ies) for all costs and expenses incurred by such Party(ies) to so perform such obligations. If such defaulting Party fails to reimburse the applicable Party(ies) for such costs and expenses within five (5) days of receipt of demand therefor, the amount owed to the applicable Party(ies) shall thereafter accrue interest thereon at the rate of 10% per annum until paid in full.

7. Notices. All notices shall be in writing and shall be hand delivered, sent by a national overnight courier, by electronic e-mail transmission with proof of transmission, or sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

To the Haneyes:

c/o Franklin L. Haney Company, LLC
Attn: Franklin L. Haney
1425 South Moore Road, Suite A
Chattanooga, TN 37412
E-mail: flh@flhcompany.com

To DCDC:

Douglas County Development Corporation
Attn: Franklin L. Haney
1425 South Moore Road, Suite A
Chattanooga, TN 37412
E-mail: flh@flhcompany.com

With a copy to:

Hughes Socol Piers Resnick Dym Ltd.
Attn: Larry D. Blust
70 W. Madison St., Suite 4000
Chicago, IL 60602
E-mail: lblust@hsplegal.com

With a copy to:

Hughes Socol Piers Resnick Dym Ltd.
Attn: Larry D. Blust
70 W. Madison St., Suite 4000
Chicago, IL 60602
E-mail: lblust@hsplegal.com

If to DT LLC:

c/o Westside Property Investment Co., Inc.
Attn: Andrew R. Klein
4100 East Mississippi Ave., Suite 500
Glendale, CO 80246
E-mail: aklein@westsideinv.com

ksmith@westsideinv.com

With a copy to:

Westside Property Investment Co, Inc.
Attn: Jake Schroeder
4100 East Mississippi Ave., Suite 500
Glendale, CO 80246
E-mail: jschroeder@westsideinv.com

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

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

9. Estoppel Statement. Each Party agrees that within twenty (20) days after written request from another Party, it shall deliver a written statement which may be relied upon by the requesting Party or any successor, assignee, transferee or mortgagee of the requesting Party, setting forth whether or not the requesting Party has fully complied with the provisions of this Agreement, and if not, setting forth in reasonable detail the nature of any violations. Failure to deliver such statement within said twenty (20) day period shall be conclusive evidence against the Party failing to deliver such notice that the requesting Party has fully complied with its obligations under this Agreement as of the date the request was made.

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

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

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

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

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

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

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

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

18. Relationship of Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, association or other similar relationship between or among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm organization or entity not a Party, and no such other person, firm, organization or entity shall have any right, benefit or cause of action under this Agreement.

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

20. Encumbrances. No Grantee, nor its Permittees, or the successors or assigns thereof, shall at any time have the right under this Agreement to mortgage, pledge or otherwise encumber the Grantor Property.

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

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

DOUGLAS COUNTY DEVELOPMENT CORPORATION,
a Colorado corporation

DAWSON TRAILS LLC
a Colorado limited liability company

By: _____
Name: _____
Title: _____

By: _____
Andrew R. Klein, Manager

Emiline W. Haney

Mae E. Haney

Mary Alice Haney

E. Michelle Haney

Margaret M. Haney

Franklin L. Haney, II

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2021 by Franklin L. Haney, as _____ of Douglas County Development Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this ____ day of _____, 2021 by Andrew R. Klein, as Manager of Dawson Trails LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2021 by Emeline W. Haney.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____,
2021 by Mae E. Haney.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____,
2021 by Mary Alice Haney.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____,
2021 by E. Michelle Haney.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____,
2021 by Margaret M. Haney.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____,
2021 by Franklin L. Haney, II.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Easement Property

(attached)

EXHIBIT

PART OF SECTIONS 21, 22, 28 & 29, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO DAWSON RIDGE BOULEVARD ACCESS EASEMENT

A PARCEL OF LAND BEING A PORTION OF DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING A PORTION OF DAWSON RIDGE FILING NO. B, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707612, SAID DOUGLAS COUNTY RECORDS, LYING WITHIN THE SOUTH HALF OF SECTION 21, SOUTH HALF OF SECTION 22, SECTION 28 & THE EAST HALF OF SECTION 29, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°28'45" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 22, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTH SIXTEENTH CORNER OF SAID SECTION 21/22, BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "PLS 6935 - 1988", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE N 74°45'42" E, A DISTANCE OF 935.50 FEET TO A POINT ON THE EAST LINE OF DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY SAID DAWSON RIDGE FILING NO. A, ALSO BEING A POINT OF NON-TANGENT CURVATURE AND THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 62.83 FEET, THE CHORD IF WHICH BEARS N 12°35'38" W, A DISTANCE OF 56.57 FEET;

THENCE N 57°35'38" W, A DISTANCE OF 751.78 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 15°16'20" AND AN ARC LENGTH OF 282.54 FEET TO THE NORTHEAST CORNER OF DAWSON RIDGE FILING NO. 11, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707614, SAID DOUGLAS COUNTY RECORDS AND A POINT OF CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID DAWSON RIDGE FILING NO. 11, THE FOLLOWING ELEVEN (11) COURSES:

1. CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 48°32'45" AND AN ARC LENGTH OF 898.12 FEET,
2. S 58°35'17" W, A DISTANCE OF 1221.13 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 19°17'32" AND AN ARC LENGTH OF 356.92 FEET;
4. S 39°17'45" W, A DISTANCE OF 17.10 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 07°24'07" AND AN ARC LENGTH OF 38.76 FEET TO A POINT OF REVERSE CURVATURE;
6. ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 07°24'07" AND AN ARC LENGTH OF 38.76 FEET;
7. S 39°17'45" W, A DISTANCE OF 445.43 FEET TO A POINT OF CURVATURE;
8. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 07°24'07" AND AN ARC LENGTH OF 38.76 FEET TO A POINT OF REVERSE CURVATURE;
9. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 07°24'07" AND AN ARC LENGTH OF 38.76 FEET;
10. S 39°17'41" W, A DISTANCE OF 240.76 FEET TO A POINT OF CURVATURE;

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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 1 OF 7

DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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

PART OF SECTIONS 21, 22, 28 & 29, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

(CONTINUED)

11. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1360.00 FEET, A CENTRAL ANGLE OF 23°33'09" AND AN ARC LENGTH OF 559.05 FEET TO THE SOUTHWEST CORNER OF SAID DAWSON RIDGE FILING NO. 11 AND A POINT OF CURVATURE;

THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1360.00 FEET, A CENTRAL ANGLE OF 23°36'55" AND AN ARC LENGTH OF 560.54 FEET;
THENCE S 11°29'15" E, A DISTANCE OF 107.07 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1357.50 FEET, A CENTRAL ANGLE OF 05°57'03" AND AN ARC LENGTH OF 140.99 FEET;
THENCE S 18°21'32" E, A DISTANCE OF 116.39 FEET;
THENCE S 71°05'48" W, A DISTANCE OF 271.16 FEET;
THENCE S 72°23'41" W, A DISTANCE OF 110.35 FEET;
THENCE S 71°05'48" W, A DISTANCE OF 871.03 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET, A CENTRAL ANGLE OF 28°29'31" AND AN ARC LENGTH OF 457.50 FEET;
THENCE S 42°36'17" W, A DISTANCE OF 578.91 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 42°25'57" AND AN ARC LENGTH OF 355.48 FEET;
THENCE S 85°02'14" W, A DISTANCE OF 75.14 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 41.00 FEET, A CENTRAL ANGLE OF 80°27'33" AND AN ARC LENGTH OF 57.58 FEET TO A POINT ON THE NORTH LINE OF THE FUTURE PARCEL 1 & PARCEL I;
THENCE N 89°47'37" W, ALONG SAID NORTH LINE, A DISTANCE OF 62.76 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 41.00 FEET, A CENTRAL ANGLE OF 72°19'21" AND AN ARC LENGTH OF 51.75 FEET, THE CHORD OF WHICH BEARS N 58°48'05" W, A DISTANCE OF 48.38 FEET;
THENCE N 04°57'46" W, A DISTANCE OF 60.00 FEET;
THENCE N 85°02'14" E, A DISTANCE OF 217.14 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 42°25'57" AND AN ARC LENGTH OF 311.05 FEET;
THENCE N 42°36'17" E, A DISTANCE OF 578.91 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 980.00 FEET, A CENTRAL ANGLE OF 28°29'31" AND AN ARC LENGTH OF 487.33 FEET;
THENCE N 71°05'48" E, A DISTANCE OF 871.03 FEET;
THENCE N 69°47'55" E, A DISTANCE OF 110.35 FEET;
THENCE N 71°05'48" E, A DISTANCE OF 146.20 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 41.00 FEET, A CENTRAL ANGLE OF 89°54'11" AND AN ARC LENGTH OF 64.33 FEET TO A POINT OF REVERSE CURVATURE;
THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1442.50 FEET, A CENTRAL ANGLE OF 06°23'54" AND AN ARC LENGTH OF 161.09 FEET;
THENCE N 08°53'25" W, A DISTANCE OF 113.57 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1440.00 FEET, A CENTRAL ANGLE OF 47°11'19" AND AN ARC LENGTH OF 1185.98 FEET, THE CHORD OF WHICH BEARS N 15°42'04" E, A DISTANCE OF 1152.74 FEET;
THENCE N 39°17'44" E, A DISTANCE OF 857.40 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 19°17'32" AND AN ARC LENGTH OF 383.85 FEET;

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

PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 2 OF 7

DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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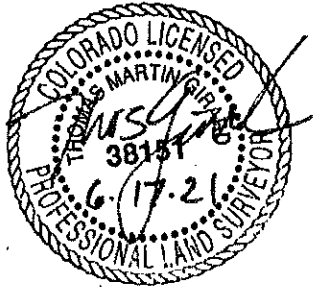
EXHIBIT

PART OF SECTIONS 21, 22, 28 & 29, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO
(CONTINUED)

THENCE N 58°35'17" E, A DISTANCE OF 1221.13 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE
OF 63°49'05" AND AN ARC LENGTH OF 1269.77 FEET;
THENCE S 57°35'38" E, A DISTANCE OF 740.78 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF
90°00'00" AND AN ARC LENGTH OF 62.83 FEET TO A POINT ON THE WEST LINE OF SAID DAWSON RIDGE FILING
NO. A;
THENCE S 28°28'24" W, ALONG SAID WEST LINE, A DISTANCE OF 160.38 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 654,118 SQUARE FEET, OR 15.016 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



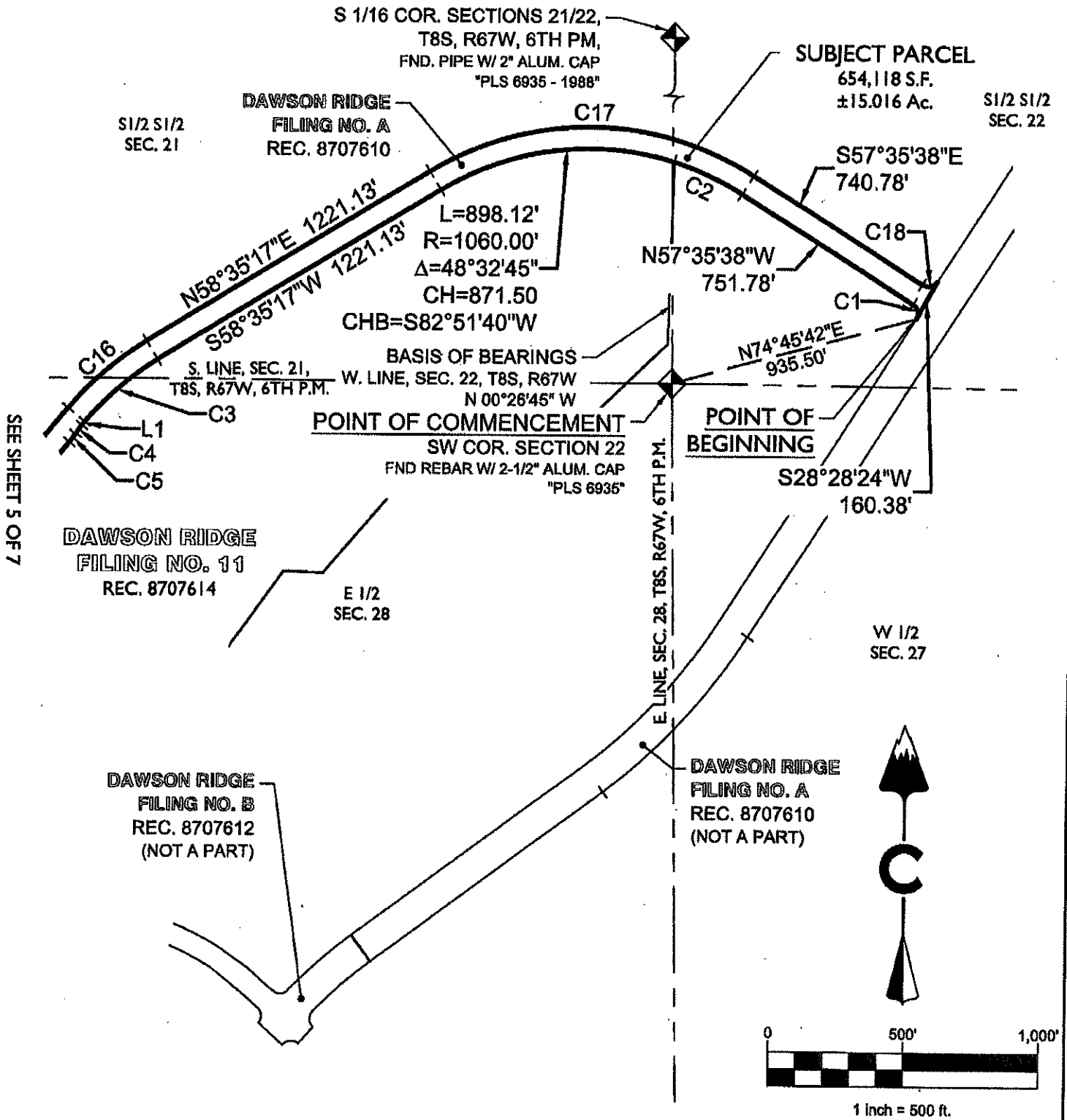
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
DATE: 06/14/2021 DS: T. GIRARD
SHEET 3 OF 7 P.M. K. ROHRBOUGH

CORE

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EXHIBIT

PART OF SECTIONS 21, 22, 28 & 29, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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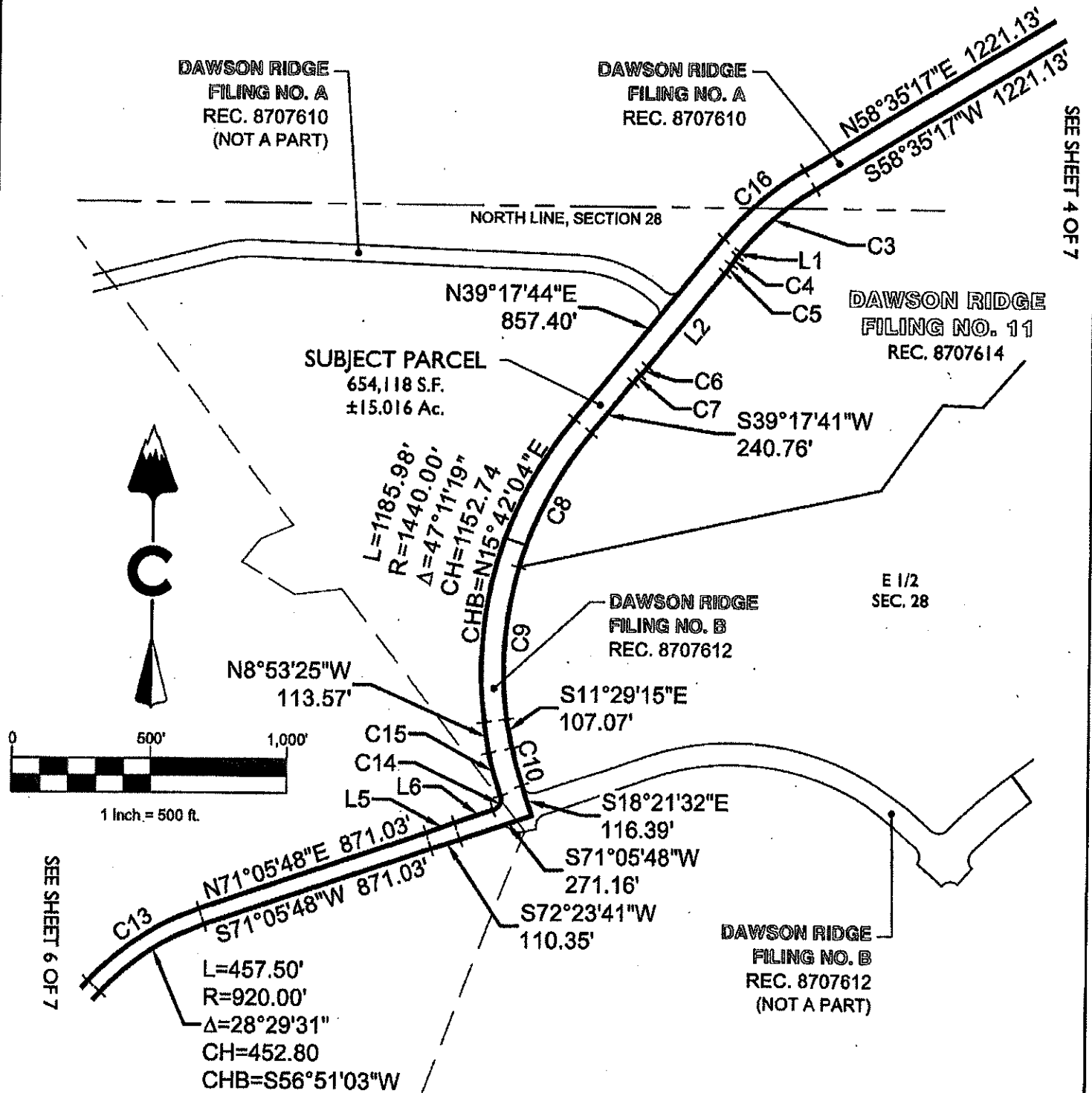
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
DATE: 06/14/2021 DS: T. GIRARD
SHEET 4 OF 7 P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTIONS 21, 22, 28 & 29, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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

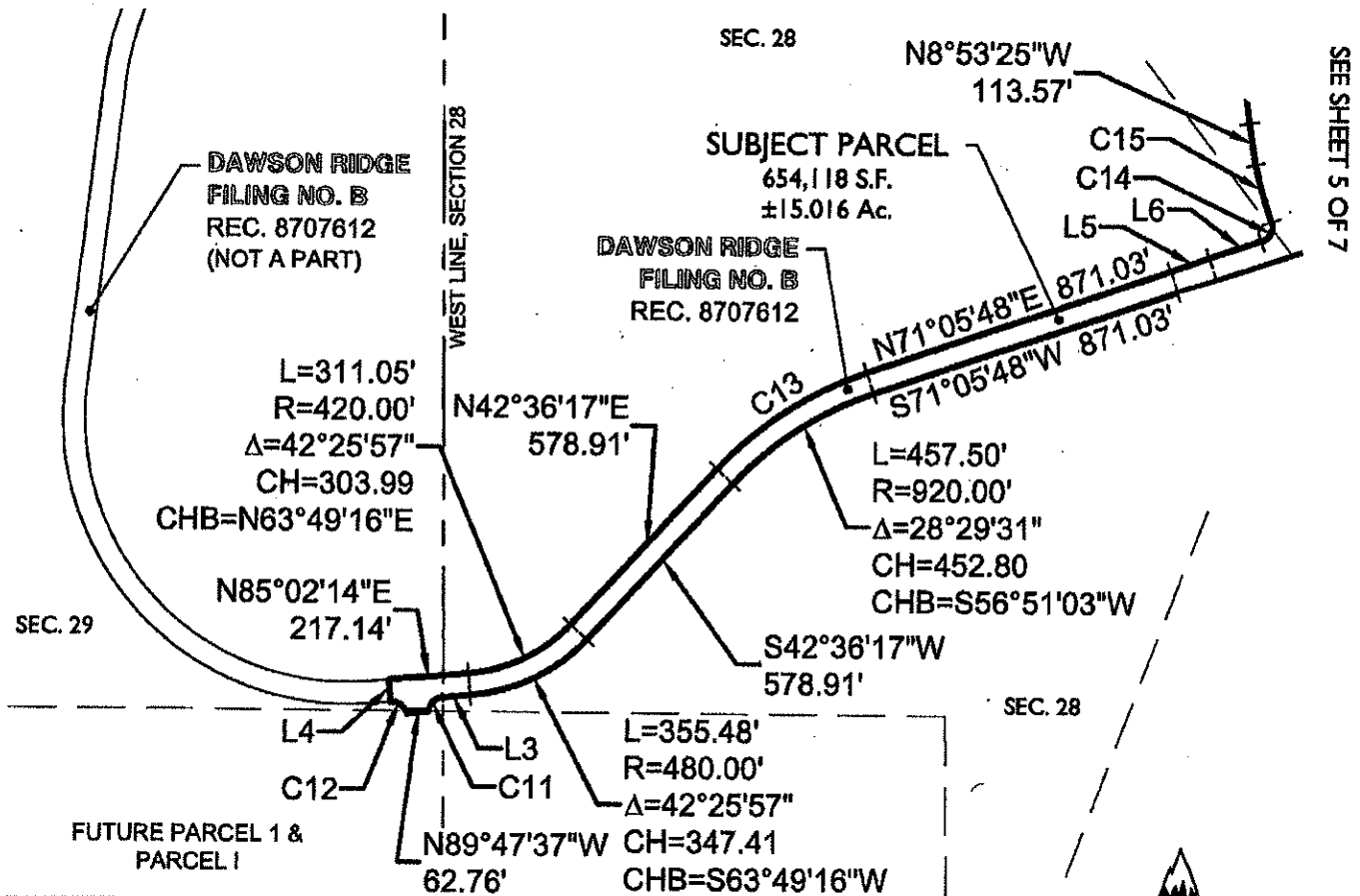
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
 DATE: 06/14/2021 DS: T. GIRARD
 SHEET 5 OF 7 P.M. K. ROHRBOUGH

CORE

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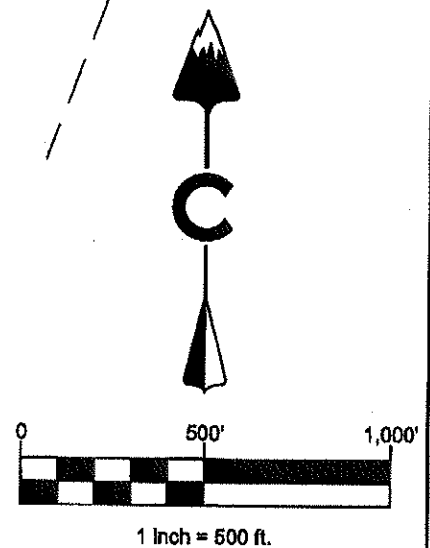
EXHIBIT

PART OF SECTIONS 21, 22, 28 & 29, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	17.10'	S 39°17'45" W
L2	445.43'	S 39°17'45" W
L3	75.14'	S 85°02'14" W
L4	60.00'	N 4°57'46" W
L5	110.35'	N 69°47'55" E
L6	146.20'	N 71°05'48" E



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 6 OF 7

DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTIONS 21,22, 28 & 29, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	62.83'	40.00'	90°00'00"	N12°35'38"W	56.57'
C2	282.54'	1060.00'	15°16'20"	N65°13'48"W	281.71'
C3	356.92'	1060.00'	19°17'32"	S48°56'31"W	355.23'
C4	38.76'	300.00'	7°24'07"	S35°35'42"W	38.73'
C5	38.76'	300.00'	7°24'07"	S35°35'42"W	38.73'
C6	38.76'	300.00'	7°24'07"	S42°59'49"W	38.73'
C7	38.76'	300.00'	7°24'07"	S42°59'49"W	38.73'
C8	559.05'	1360.00'	23°33'09"	S27°29'54"W	555.12'
C9	560.54'	1360.00'	23°36'55"	S3°54'52"W	556.58'
C10	140.99'	1357.50'	5°57'03"	S15°23'01"E	140.93'
C11	57.58'	41.00'	80°27'33"	S44°48'27"W	52.96'
C12	51.75'	41.00'	72°19'21"	N58°48'05"W	48.38'
C13	487.33'	980.00'	28°29'31"	N56°51'03"E	482.33'
C14	64.33'	41.00'	89°54'11"	N26°08'42"E	57.93'
C15	161.09'	1442.50'	6°23'54"	S15°36'26"E	161.00'
C16	383.85'	1140.00'	19°17'32"	N48°56'31"E	382.04'
C17	1269.77'	1140.00'	63°49'05"	S89°30'10"E	1205.14'
C18	62.83'	40.00'	90°00'00"	N77°24'22"E	56.57'

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 20-224 DAWSON DR: D. BUCHHOLZ
DATE: 06/14/2021 DS: T. GIRARD
SHEET 7 OF 7 P.M. K. ROHRBOUGH

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
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EXHIBIT B

Haney Property

Lots 1 through 26, inclusive, 83 through 94, inclusive, and 74 through 79, inclusive,
Block 1,
Dawson Ridge Filing No. 11,
County of Douglas,
State of Colorado

Lots 20 through 50, inclusive,
Block 2,
Dawson Ridge Filing No. 11,
County of Douglas,
State of Colorado

Lots 1, 2, 10, 11, 20, 21, and 29 through 31, inclusive,
Block 3,
Dawson Ridge Filing No. 11,
County of Douglas,
State of Colorado

Tracts B, C, D, E, F, G, H, I, J and M
Dawson Ridge Filing No. 11,
County of Douglas,
State of Colorado

EXHIBIT C

DT LLC Property

PARCEL I:

A PARCEL OF LAND LOCATED IN SECTIONS 28, 29 AND 32, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 88 DEGREES 45 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 2661.03 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 17 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 29, 3540.21 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF A 340.384 ACRE PARCEL OF LAND DESCRIBED IN THE INSTRUMENT RECORDED JANUARY 20, 1987 AT RECEPTION NO. 8701948, IN BOOK 695 AT PAGE 459 OF THE DOUGLAS COUNTY RECORDS; THENCE CONTINUING SOUTH 00 DEGREES 17 MINUTES 04 SECONDS EAST, 1764.62 FEET; TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 02 MINUTES 25 SECONDS WEST, 2714.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 89 DEGREES 43 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 1290.04; THENCE NORTH 00 DEGREES 16 MINUTES 02 SECONDS WEST, 3197.59 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 27 SECONDS EAST, 2743.47 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED NOVEMBER 2, 1988 AT RECEPTION NO. 8825452, IN BOOK 823 AT PAGE 737 OF THE DOUGLAS COUNTY RECORDS; THENCE NORTH 00 DEGREES 22 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL, 1262.69 FEET TO THE SOUTH LINE OF SAID 340.384 ACRE PARCEL OF LAND RECORDED JANUARY 20, 1987 AT RECEPTION NO. 8701948 OF THE DOUGLAS COUNTY RECORDS; THENCE NORTH 89 DEGREES 25 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, 4017.11 FEET TO THE POINT OF BEGINNING,

EXCEPT A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 89 DEGREES 43 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 208.73 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 25 SECONDS EAST, 208.73 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 58 SECONDS WEST, 208.73 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 25 SECONDS WEST, 208.73 FEET TO THE POINT OF BEGINNING, AND EXCEPT A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO; THENCE NORTH 89 DEGREES 43 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 1290.04 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 02 SECONDS WEST, 3197.59 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 27 SECONDS EAST, 2743.47 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED NOVEMBER 2, 1988 AT RECEPTION NO. 8825452 IN BOOK 823 AT PAGE 737 OF THE DOUGLAS COUNTY RECORDS; THENCE NORTH 00 DEGREES 22 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL, 208.73 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 27 SECONDS WEST, 208.73 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 51 SECONDS EAST, 208.73 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 27 SECONDS EAST, 208.73 FEET TO THE POINT OF BEGINNING.

PARCEL J:

A PARCEL OF LAND LOCATED IN SECTIONS 28, 29, AND 32, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32 AND CONSIDERING THE SOUTH LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 89 DEGREES 43 MINUTES 58 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE SOUTH 89 DEGREES 43 MINUTES 58 SECONDS WEST ALONG SAID SOUTH LINE, 1333.83 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 02 SECONDS WEST, 1834.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 16 MINUTES 02 SECONDS WEST 1362.76 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 27 SECONDS EAST 1362.80 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 02 SECONDS EAST, 1362.76 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 27 SECONDS WEST, 1362.80 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION CONTAINED IN DEED RECORDED FEBRUARY 24, 1993 IN BOOK 1111 AT PAGE 2097.

EXHIBIT K

Remaining ROW

(attached)

EXHIBIT

PART OF SECTIONS 27 & 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27 AND THE SOUTH HALF OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°26'45" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 22, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21/22, BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE N 37°37'36" E, A DISTANCE OF 2603.53 FEET TO THE NORTHWEST CORNER OF SAID DAWSON RIDGE BOULEVARD, ALSO BEING A POINT ON THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING. THENCE ALONG THE NORTH AND EAST LINES OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, THE FOLLOWING NINE (9) COURSES:

1. N 89°40'41" E, A DISTANCE OF 212.00 FEET;
2. S 00°19'19" E, A DISTANCE OF 36.27 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 75°31'21" AND AN ARC LENGTH OF 52.72 FEET, THE CHORD OF WHICH BEARS S 37°26'22" W, A DISTANCE OF 48.99 FEET;
4. S 00°19'19" E, A DISTANCE OF 79.43 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1882.00 FEET, A CENTRAL ANGLE OF 14°04'37" AND AN ARC LENGTH OF 462.39 FEET TO A POINT OF COMPOUND CURVATURE;
6. ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 16°41'34" AND AN ARC LENGTH OF 116.54 FEET TO A POINT OF REVERSE CURVATURE;
7. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 10°51'25" AND AN ARC LENGTH OF 75.80 FEET TO A POINT OF REVERSE CURVATURE;
8. ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1860.00 FEET, A CENTRAL ANGLE OF 12°48'55" AND AN ARC LENGTH OF 416.02 FEET;
9. S 32°24'22" W, A DISTANCE OF 2021.66 FEET;

THENCE N 79°58'06" W, A DISTANCE OF 3.79 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 22°16'58" AND AN ARC LENGTH OF 606.70 FEET, THE CHORD OF WHICH BEARS N 21°15'53" E, A DISTANCE OF 602.88 FEET TO A POINT ON THE WEST LINE OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;

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

PROJECT: 20-224 DAWSON
DATE: 05/28/2021
SHEET 1 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE

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

EXHIBIT

PART OF SECTIONS 27 & 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

THENCE N 32°24'22" E, ALONG SAID WEST LINE, A DISTANCE OF 579.18 FEET TO THE SOUTH LINE OF THE
GAMBEL RIDGE DRIVE NORTH RIGHT-OF-WAY;

THENCE N 28°28'24" E, A DISTANCE OF 160.38 FEET TO THE NORTH LINE OF THE GAMBEL RIDGE DRIVE NORTH
RIGHT-OF-WAY;

THENCE ALONG THE WEST LINE OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, THE FOLLOWING SIX
(6) COURSES:

1. N 32°24'22" E, A DISTANCE OF 692.40 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 321.00 FEET, A CENTRAL ANGLE OF
09°15'17" AND AN ARC LENGTH OF 51.85 FEET TO A POINT OF REVERSE CURVATURE;
3. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 279.00 FEET, A CENTRAL
ANGLE OF 13°02'30" AND AN ARC LENGTH OF 63.51 FEET TO A POINT OF COMPOUND CURVATURE;
4. ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1740.00 FEET, A CENTRAL
ANGLE OF 28°56'28" AND AN ARC LENGTH OF 878.90 FEET;
5. N 00°19'19" W, A DISTANCE OF 114.43 FEET TO A POINT OF CURVATURE;
6. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF
90°00'00" AND AN ARC LENGTH OF 62.83 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 388,660 SQUARE FEET OR 8.922 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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PROJECT: 20-224 DAWSON
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SHEET 2 OF 5

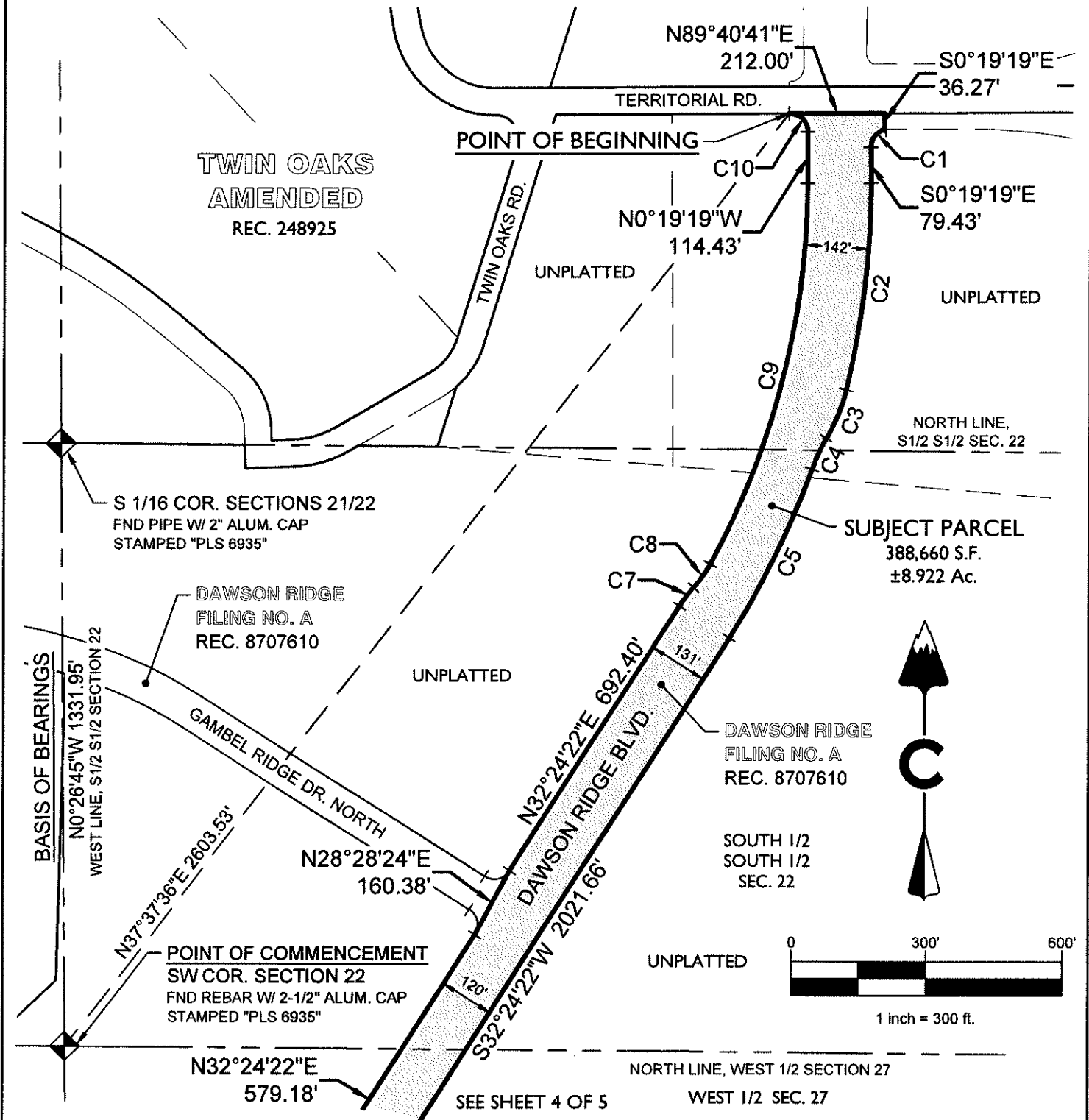
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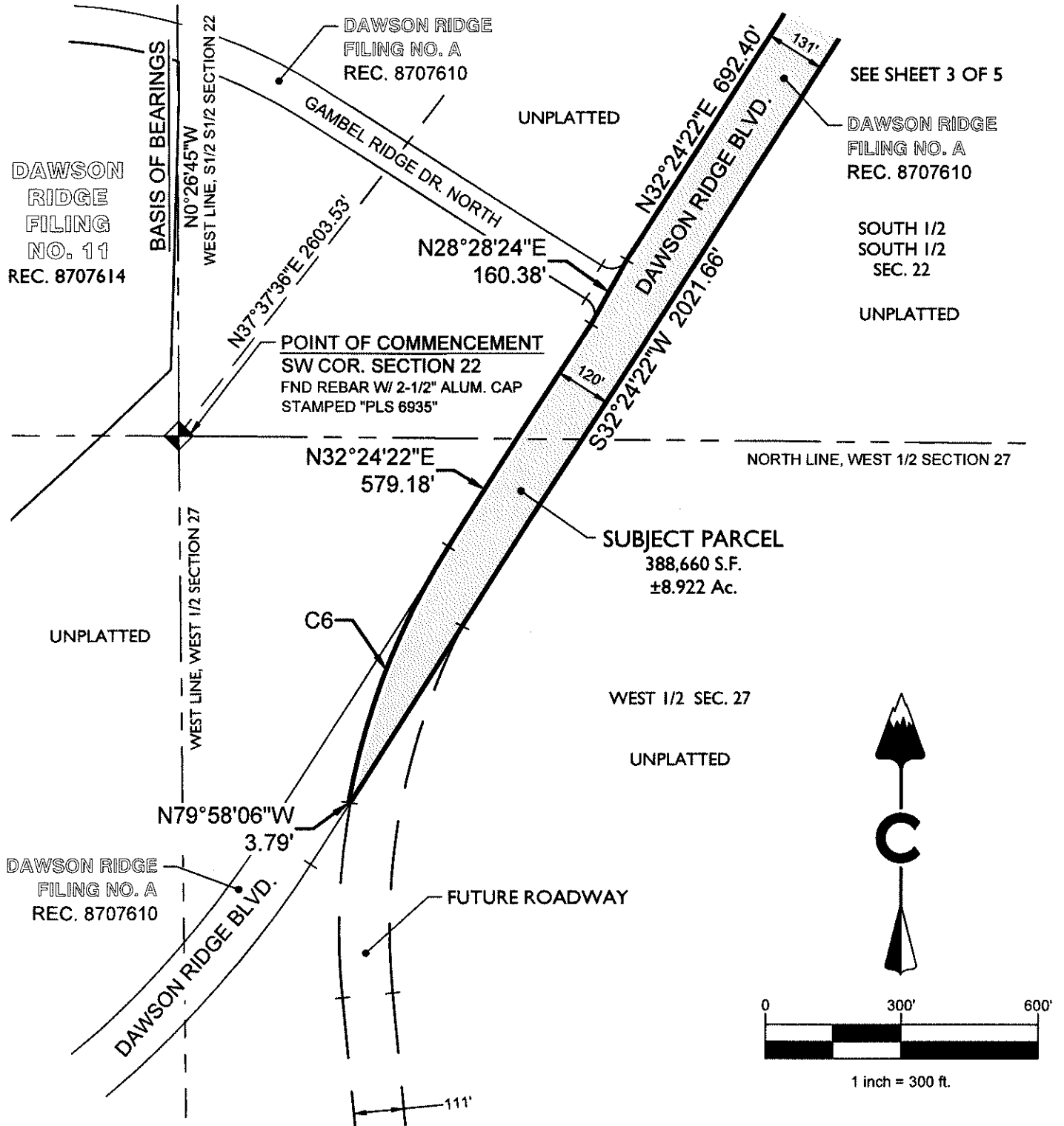
PARCEL CONTAINS 388,660 S.F. OR 8.922 Ac, MORE OR LESS.
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PROJECT: 20-224 DAWSON DR. J. ANTON
DATE: 05/28/2021 DS: T. GIRARD
SHEET 3 OF 5 P.M. K. ROHRBOUGH

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CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	52.72'	40.00'	75°31'21"	S37°26'22"W	48.99'
C2	462.39'	1882.00'	14°04'37"	S6°43'00"W	461.23'
C3	116.54'	400.00'	16°41'34"	S22°06'05"W	116.13'
C4	75.80'	400.00'	10°51'25"	S25°01'10"W	75.68'
C5	416.02'	1860.00'	12°48'55"	S25°59'55"W	415.16'
C6	606.70'	1560.00'	22°16'58"	N21°15'53"E	602.88'
C7	51.85'	321.00'	9°15'17"	N37°02'00"E	51.79'
C8	63.51'	279.00'	13°02'30"	N35°08'24"E	63.37'
C9	878.90'	1740.00'	28°56'28"	N14°08'55"E	869.59'
C10	62.83'	40.00'	90°00'00"	N45°19'19"W	56.57'

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PROJECT: 20-224 DAWSON

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SHEET 5 OF 5

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