

**BELLA MESA ANNEXATION AND
DEVELOPMENT AGREEMENT**

DATE: January 6, 2015.

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

BELLA MESA LAND, LLC, a Florida limited liability company, 2404 N. Rio Grande Avenue, Orlando, Florida 32804 (Owner).

MORTGAGEE: **Bankers' Capital Group, LLC**

RECITALS:

A. The parties have determined that it is in their mutual interest to enter into an agreement governing the development of the property described in the attached *Exhibit 1* (Property), in conjunction with the annexation of a portion of the Property and the concurrent approval by the Town of the zoning and development plan for the Property.

B. The parties acknowledge that this Agreement contains reasonable conditions and requirements to be imposed upon the development of the Property, and that these restrictions are imposed to protect and enhance the public health, safety and welfare of future residents of the Town.

C. Mortgagee is a party to this Agreement for the purpose of subordinating its lien and interest in the Property to the terms and conditions of this Agreement and acknowledging its obligation under the Settlement Agreement.

COVENANTS:

THEREFORE, in consideration of these mutual promises, the parties agree and covenant as follows:

ARTICLE I DEFINITIONS

1.01 Defined Terms. Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

Agreement: this Bella Mesa Annexation and Development Agreement and any amendments to this Agreement.

Annexation Parcel: the 81-acre parcel described in the attached *Exhibit 2*.

Charter: the Home Rule Charter of the Town, as amended.

Code: the Castle Rock Municipal Code, as amended.

C.R.S.: the Colorado Revised Statutes, as amended.

Development Exactions: the fees and charges imposed by Town under the Town Regulations on development, including the System Development Fees.

Development Plan: the PD Zoning Regulations, Planned Development Plan (inclusive of the Phasing Plan), the utilities, drainage and open space and park master plans approved for the Property with the Planned Development Plan.

District: the Vistas as Rock Canyon Metropolitan District

Facilities: the infrastructure prescribed by Town Regulations necessary to furnish Municipal Services and Public Utilities to the Property, including the infrastructure required to extend or connect the Facilities to complementary infrastructure off-site of the Property and to serve Public Lands.

Founders Parcel: that portion of the Founders P.U.D, more particularly described in the attached *Exhibit 3*

Founders 24 Parcel: a portion of the real property platted as Founders Village Filing No. 24, as described in the attached *Exhibit 4*.

Founders 24 SIA: the Founders Village Filing No. 24 Subdivision Improvements Agreement dated July 26, 2006, recorded in the Records on July 31, 2006 at Reception No. 2006064807, and First Amendment to Founders Village Filing No. 24 Subdivision Improvements Agreement dated March 6, 2009, recorded in the Records April 30, 2009 at Reception No. 2009031298.

Municipal Services: police and fire protection, water and wastewater, stormwater drainage and detention, parks and recreation, transportation and street maintenance, general administrative

services including code enforcement and any other service provided by Town within the municipality under its police powers.

Owner: the person(s) in title to any portion of the Property, according to the records of the Douglas County Clerk and Recorder. The use of the singular "Owner" shall refer to all owners of the Property, unless the context of the Agreement otherwise limits the reference. As of the date of execution of this Agreement, the Owners of the Property is Bella Mesa Land, LLC.

Plans: the plans, documents, drawings and specifications prepared by or for Owner for the construction, installation or acquisition of the Facilities.

Plat: a final subdivision plat of a portion of the Property.

Planned Development Plan or PDP: the Bella Mesa Planned Development Plan as recorded at Reception No. 2006062016004151 in the Records.

Prior Development Agreement: the Villages at Castle Rock Annexation Contract dated August 4, 1981, recorded in the Records on August 11, 1981 beginning in Book 419 at Page 88.

Property: the real property described in *Exhibit 1*, consisting of the Annexation Parcel, the Founders Parcel and the Founders 24 Parcel.

Public Lands: those portions of the Property designated on the Preliminary Site Plan for dedication to the Town or other public entities for parks, recreational areas, public open space, well sites, utilities, public safety and other public purposes, or to the Douglas County School District for educational facilities.

Public Utilities: the infrastructure necessary to extend services (other than Municipal Services) to the Property, which are provided by a public or quasi-public utilities, including natural gas, electricity and cable television.

Records: the Douglas County, Colorado public records.

Site Development Plan: the zoning document prescribed under Title 17 of the Code.

SIA: a Subdivision Improvements Agreement entered into between the Town and subdivider of a Plat, as required under the Code.

System Development Fees: the capital recovery charges for water and wastewater plant imposed under 13.12.080 of the Code.

Tri-Party Agreement: the agreement between Castle Rock 25 Partners, LLC, the Town, and Douglas County School District RE-1 dated July 26, 2006, recorded in the Records at Reception No. 2006064812 concerning construction and financing of certain Facilities, as secured by the Mortgage dated July 26, 2006, recorded in the Records at Reception No. 2006065813, as such Tri-Party Agreement and Mortgage were modified by the Settlement Agreement dated February 21,

2012, and summarized in the Memorandum of Settlement Agreement dated February 21, 2012 recorded in the Records at Reception No. 2012027150

Town Regulations: the Charter, ordinances, resolutions, rules and regulations of the Town, including the Code and public works regulations, and the provisions of all zoning, subdivision and building codes, as the same may be amended from time to time and applied uniformly throughout the Town.

Water Rights: the right and interest to all Denver basin ground water underlying the Property as decreed in 85CW262, 85CW263 and 94CW021, Water Court, Division 1.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

1.02 Cross-reference. Any reference to a section or article number, without further description shall mean such section or article in this Agreement.

ARTICLE II APPLICATION AND EFFECT

2.01 Binding Effect. The Property is both benefited and burdened by the mutual covenants of this Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property, including any mortgagees or lienholders, irrespective of whether specific reference to this Agreement is made in any instrument affecting title to the Property. Upon conveyance of all, or a portion of the Property, the grantor shall be relieved of all obligations imposed by this Agreement applicable to the portion of the Property conveyed, provided that the grantor shall not be relieved of any default under this Agreement attributable to the action or inaction of the grantor while the grantor was in title to such portion of the Property.

2.02 Supersession. This Agreement supersedes the Prior Agreement insofar as that document affect the Property. Accordingly, the Prior Agreement shall have no force or effect with respect to the Property.

2.03 Owner Responsibility. The Owner of the Property upon which development approval is requested shall have the ultimate responsibility for performance of the covenants and obligations assumed by Owner under this Agreement. However, Town shall accept performance of the covenants of the Agreement from a developer on behalf of the Owner, unless such

performance requires the conveyance, encumbrance or security of the Owner's interest in the Property, in which event the express consent or joinder of the Owner shall be required.

2.04 Town Regulations. Town Regulations shall apply to the Property in the same manner and effect as within other areas of the municipality. Unless expressly stated to the contrary in the Agreement, the Agreement shall not in any manner restrict or impair the lawful exercise by the governing body of the Town of its legislative or police powers as applied to the Property, including specifically the amendment, modification or addition to the Town Regulations, subsequent to the execution of the Agreement.

When the Agreement calls for compliance with the Town Regulations, the operative Town Regulations in effect at the time such compliance is required shall govern unless the provisions of this Agreement expressly provide to the contrary.

2.05 Settlement Agreement. The Settlement Agreement between Bankers Capital Group, LLC, the Town and Douglas County School District RE-1 ("School District") dated February 21, 2012 that modified the Tri-Party Agreement requires that notice be given to the Town and School District of any contract for any portion of the Property. The Settlement Agreement is not an obligation of Owner, but the transfer of the Property by Owner has implications under the Settlement Agreement. Accordingly, until such time as Bankers Capital Group, LLC has satisfied its obligations under the Settlement Agreement, Owner shall provide Town and School District notice not less than 45 days prior to a closing on the sale of any portion of the Property.

2.06 District's Interest. To the extent the District discharges the obligation of Owner under this Agreement, as further provided in Article III, it shall have the same contractual rights and responsibilities as Owner under this Agreement with respect to such obligation.

ARTICLE III DISTRICT PARTICIPATION

3.01 Authorization. The parties anticipate that the District will finance and construct a significant portion of the Facilities, as set forth in the capital plan in the District Agreements, as the same may be amended from time to time. Town shall accept the performance by the District of the obligations imposed on Owner under this Agreement, provided the District is so authorized under the District Agreements. When undertaking development of Facilities, reference in this Agreement to "Owner" shall mean "District" unless the context clearly indicates otherwise. Nothing in this

Agreement shall relieve the District from obtaining Town approval of service plan amendments, required under the Special District Act and the Code.

3.02 Surety. In recognition of the quasi-governmental nature of the District and its financial and taxing powers, District may satisfy the requirements under this Agreement or the Town Regulations for posting of financial guarantees to assure the construction and warranty obligations for Facilities by establishing a cash escrow (the "Escrow") in accordance with the following:

- (a) the Escrow shall be established with a title insurance company or financial institution;
- (b) the construction Escrow deposit shall be in the amount prescribed by the Town Regulations;
- (c) District may make progress payments to its contractors from the Escrow construction deposit, provided Town approves the draw request, which approval shall not be unreasonably withheld;
- (d) the construction Escrow deposit may not be drawn down below the amount required for the warranty surety under the Town Regulations;
- (e) the Escrow agreement shall authorize the Town to access the Escrow deposit in the event of a default by District for the purpose of undertaking completion or remediation work on the Facilities as more specifically provided under the applicable SIA; and
- (f) the Escrow deposit remaining after expiration of the warranty period and application to remedy unmet warranty obligations, if any, shall be returned to the District.

In lieu of establishing an Escrow, the District may, at its discretion, post any other form of financial surety authorized under the Town Regulations.

3.03 Performance. The applicable SIA (as to such Facilities not addressed by the Phasing Plan) shall designate those Facilities the District is to develop and post surety. With District's assumption of these obligations under the SIA, Owner shall have no financial or other legal obligation to Town to develop such Facilities. However, in the event of a default by District in its obligations under the SIA to develop such Facilities, Town shall have the right to withhold approvals and permits for the subdivision until the default is cured, all as more particularly provided in the SIA.

3.04 Limited Effect. This Article III is intended and shall be construed to enable the performance by the District of the Article VI obligations of the Owner under this Agreement and for no other purpose.

3.05 Disconnection from Fire District. Pursuant to the agreement between the Town and the Castle Rock Fire Protection District (“Fire District”) dated September 15, 2009 (“CRFPD Agreement”), ordinances annexing territory to the Town within the boundaries of the Fire District to the Town are required to recite that all such annexed territory be excluded from the Fire District. In compliance with the terms of the CRFPD Agreement, Town shall file a Motion for Exclusion of Property along with certified copy of the Annexation Ordinance with the District Court in Case No. 80CV209, and upon receipt of an Order of Exclusion, record a such Order in the Records.

ARTICLE IV GENERAL OBLIGATIONS

4.01 Municipal Services. Town shall provide the Property with Municipal Services at an equivalent service level and on the same terms and conditions as provided elsewhere within its municipal boundaries, provided that the portion of the Property for which Municipal Services are requested have been developed in substantial compliance with this Agreement. Town reserves the right to contract with other governmental or private entities for delivery of Municipal Services to the Property, provided such service level is comparable to that provided by the Town in its proprietary capacity and services are provided on the same terms and conditions as provided in other portions of the Town. The respective obligations of the parties for development of the infrastructure necessary for provision of Municipal Services to the Property are addressed in Article VI.

4.02 Permitted Development. Owner shall develop the Property in accordance with this Agreement and Town Regulations, and applicable state and federal law and regulations. Town shall allow and permit the development of the Property in accordance with the Town Regulations, upon submission of proper application, payment of fees, exactions and charges imposed by the Town Regulations, including Development Exactions, and compliance with conditions precedent to permitting imposed by this Agreement or Town Regulations.

Town shall not unduly delay or hinder the processing of development requests for the Property (such as refusing to timely process, review and act upon development applications), nor shall Town unreasonably withhold consent to or approval of a development request or permit. Town shall coordinate with Owner in any filings or applications before other governmental jurisdictions necessary for Owner to fulfill its obligations under this Agreement or to allow development of the Property, in accordance with this Agreement.

ARTICLE V WATER RIGHTS

5.01 Requirement. It is the obligation of Owner to convey to Town the Water Rights (together with additional water resources, if needed in accordance with this Agreement), to support Town's obligation to provide a municipal water supply to the Property in accordance with this Agreement. Town shall have no obligation to issue land use approvals for additional development on the Property unless Owner is in compliance with the provisions of this Article V.

5.02 Conveyance. Owner shall convey to Town by special warranty deed, free and clear of all liens and encumbrances, marketable title to Water Rights. Owner shall provide Town with an opinion from a qualified Colorado attorney that Owner owns the Water Rights and that upon recordation of the special warranty deed conveying the Water Rights to the Town, Town will have good and marketable title to the Water Rights, free of liens, encumbrances or other title defects. Post-conveyance, Owner shall execute such further reasonable and additional instruments of conveyance and other documents which Town reasonably determines necessary to grant to the Town the exclusive ownership, management and control of the Water Rights. However, should it be determined that marketable title to any portion of the Water Rights did not vest in the Town with the conveyance of same, the Water Credit established in 5.03 shall be reduced accordingly.

5.03 Water Credit. With conveyance of the Water Rights, a credit of 276.2 SFE has been established against the Town's water dedication requirements for the benefit of the Property (Water Credit). The Water Credit of 276.2 SFE shall not be affected by changes in the conversion rate of Water Rights into SFE that the Town may implement through modifications to the Town Regulations after the date of this Agreement, including any future changes in the non-renewable dedication requirement under the Town Regulations.

The Water Credit is expressed as a single-family equivalent. An SFE is the measure of average annual wholesale water production that must be developed to meet the imputed demand from

a single-family residence under the Town Regulations. Consequently, 1 SFE of Water Credit represents that the holder has satisfied the Town's water dedication requirement for one single-family residence.

5.04 Application of Water Credit. The Water Credit established under 5.03 shall be reduced (i.e. applied):

- (a) at the time of Plat approval by the total SFE assigned to all approved development within the Plat (private and public) to the extent the water demand for such use can be determined at Plat approval; and
- (b) at the time of Site Development Plan approval or at building/irrigation permit issuance for those uses not accounted for at the time of Plat approval.

5.05 Water Bank. In order to properly account for the Water Credit, Town shall administratively maintain an account designated the Bella Mesa Water Bank. The Bella Mesa Water Bank shall periodically be debited or credited in accordance with this Article V. The Water Bank shall be formatted as follows:

BELLA MESA WATER BANK					
Entry	Date Recorded	Recording Info	SFE Demand	SFE Supply	Net
Deeds to Water Rights				276.2	276.2
Final Plat			XX		276.2-XX

With any entry made by the Town, the Owner of the Water Bank (see 5.06) shall receive notification in writing, and any objection not resolved to the satisfaction of the Owner at the administrative level shall be referred to a mutually acceptable independent water engineer whose determination made in accordance with this Agreement shall be final and binding.

5.06 Ownership and Transfer of Water Credit. The Water Credit shall be applied in accordance with this Agreement on a "first-come, first-served" basis to approved development within the Property on a per unit basis, unless the Owner(s) direct the Town in writing to allocate a certain portion of the Water Credit for use on a specific portion of the Property (Allocated Water Credit). In the event of such allocation, the Allocated Water Credit may be used exclusively for the designated portion of the Property. The Allocated Water Credit may be transferred only after it is determined that

the Allocated Water Credit exceeds the demand for the designated portion of the Property, in which event the Owner may reallocate the surplus for use on portions of the Property. Owner may grant a security interest in the Water Credit to a creditor, provided that such creditor's use of the Water Credit upon foreclosure of the security interest shall be subject to all rights, conditions and restrictions contained in Article V.

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

5.07 Required Water Sources. If the Water Bank is exhausted prior to full development of the Property, the Owner shall be required to provide additional water resources or pay to Town cash-in-lieu of water rights in accordance with the Town Regulations then in effect. Absent provision of such additional water resources, Town shall not be obligated to approve further development approvals for the Property.

ARTICLE VI FACILITIES DEVELOPMENT

6.01 Generally. Except for the Town Facilities defined in 6.04, development of the Facilities shall be the exclusive obligation of Owner, and Owner shall bear the cost of planning, design, construction and financing of the Facilities and all other related and incidental activities, including off-site property or easement acquisition. Town shall exercise its eminent domain powers to acquire such off-site property interests if Owner or District reasonably determine that they are unable to secure them, provided that Owner bears all costs of condemnation including appraisal, expert witness and attorney's fees and just compensation for the property acquired, if compensation is required.

The Facilities shall be developed in strict accordance with Town Regulations, the Development Plan, this Agreement, the Phasing Plan and the applicable Plat and SIA. Except as otherwise expressly provided in this Agreement, Town shall have no obligation to develop Facilities.

6.02 Oversizing. In the event Owner independently develops Facilities which are sized to serve, or otherwise directly benefit adjacent developments, Town and Owner shall prescribe in the applicable SIA the method by which Owner may recover a fair and equitable

portion of the cost of development of such Facilities from such third-party developments. Town shall make diligent and best efforts to obtain such recoupment, subject to applicable legal limitations on its authority to effect such recoupment and contractual provisions with such other development interests, including the Tri-Party Agreement.

6.03 Cooperation in Facilities Development. Town and Owner shall cooperate in obtaining necessary permits and approvals required by other governmental agencies in order to develop the Facilities. Town shall apply for any such permits or approvals in its name or in the joint names of the Town and Owner, if so required by the governmental agencies. Town shall incur no liability to Owner if such governmental agencies do not issue necessary permits and approvals, despite the concerted, good faith efforts of the Town.

6.04 Town Facilities. Town has the obligation to construct, acquire or otherwise develop water supply, treatment and storage and wastewater treatment (Town Facilities). Unless a portion of the cost of the Town Facilities is allocated to Owner, Town shall have the exclusive obligation to design, engineer and construct the particular component of the Town Facilities such that the Town Facility is available for service to development in the first Plat. Town's development obligation includes the cost of acquisition of property off-site of the Property. If Owner has the obligation to jointly fund a Town Facility, Town's obligation to develop such Town Facility is dependent on Owner providing financial guarantees and tendering funds when reasonably required by the Town.

The refusal of Town to approve Plats or other land use approvals to the Property due to the lack of available capacities in Town Facilities shall constitute an event of default under Article VIII provided however, Town shall have 180 days from the date of the default notice under 8.03 to effect cure of the default by acquiring or developing the needed Town Facilities and granting the requested land use approvals.

6.05 Facilities Control. Upon dedication of Facilities by Owner and acceptance by Town, Town shall have the exclusive management control of the Facilities and all capacities therein. Town may use or allow others to use the capacities in the Facilities, provided that the capacities developed by Owner at Owner's cost shall be reserved for the benefit of the Property, or if used by Town to serve other properties, Town shall provide replacement or alternative capacities in such a manner as to not impede development on the Property.

6.06 Subdivision Improvements Agreement. The Town Regulations require that a subdivider enter into a SIA at the time of approval of a Plat. The SIA addresses the engineering requirements for the Facilities to be constructed to serve the Plat and the financial guarantees to assure construction of the Facilities. Unless modified in the SIA, the provisions of this Article VI will apply to the development of such Facilities, irrespective of whether or not reference to this Article VI is made in the SIA.

6.07 Founders 24 Improvement Financial Obligations. Pursuant to the Founders 24 SIA, prior to the issuance of a public works permit for the first phase of development within the Founders 24 Parcel, Owner, or subsequent Subdivider, as defined in the Founders 24 SIA, shall pay the Town \$60,000 as the pro rata share of the Mikelson Boulevard/Enderud Boulevard and Ridge Road/Enderud Boulevard traffic signals and roundabouts.

6.08 Infrastructure Cost Reimbursement. The Founders 24 Parcel benefits from the construction of Mikelson Boulevard that was undertaken in conjunction with the development of the Castlewood Ranch PD. By separate agreement entitled "Agreement Concerning Infrastructure Cost Reimbursement" dated July 9, 2004, as amended by First Amendment dated July 21, 2006 ("Reimbursement Agreement"), Owner is contractually obligated to reimburse the Castlewood Ranch Metropolitan District ("Castlewood District") for a portion of the cost of construction of Mikelson Boulevard, and the Town is obligated to assist the Castlewood District in the collection of such reimbursement. Accordingly, prior to the issuance of any permits (infrastructure or building) for the Property, Owner shall show evidence that its reimbursement obligation to the Castlewood District has been satisfied and the Castlewood District has tendered to Town an acknowledgement and release substantially in the form attached as *Exhibit 5*.

6.09 Mitchell Street Improvements. Owner, at its expense, will be required to construct the remaining 2 lanes of Mitchell Street in accordance with the Town's standard street cross sections for a "major collector" class street (see *Exhibit 6*) If deemed necessary, Owner will convey to Town, at no cost to Town, the additional right-of-way to accommodate such road construction. In addition, if traffic impacts warrant, Owner, at its expense, will be responsible for the construction of intersection control improvements (i.e., roundabouts, traffic signal and/or lane improvements) at the intersection of Mitchell Street and Mikelson Boulevard.

6.10 Lift Station Operation and Maintenance. A wastewater lift station ("Lift Station") will be required to serve the Annexation Parcel and Founders Parcel ("Service Area").

Owner and Town shall cooperate to make application and obtain the necessary governmental approvals for the Lift Station. The Lift Station shall be constructed by Owner as part of the initial Facilities necessary for the Service Area and must be operational prior to the issuance of the first building permit within the Service Area. The Lift Station will be owned and maintained by the Town.

The costs incurred by Town in the operation of the Lift Station are supplemental to the usual and customary costs incurred by the Town in operation of a gravity wastewater collection system. In order to defray such supplemental costs, concurrently with and as a condition to recordation of the first Plat in the Service Area, Owner shall pay to Town the sum of \$301,921, more specifically described in the attached *Exhibit 7*. The payment of the Operational Subsidy shall not entitle Owner or the Service Area a credit or offset against the payment of fees and exactions otherwise imposed through the Town Regulations.

ARTICLE VII PUBLIC LANDS AND FACILITIES

7.01 Required Dedication. All Public Land shall be conveyed to Town, at no cost to Town, in accordance with the conveyance schedule attached as *Exhibit 8*. In addition, those tracts designated as Open Space (OSP) on the PDP shall be conveyed to the Town, at no cost to Town: (i) with the first plat the open space tract lies within, or (ii) with the first Plat adjacent to such open space tract, whichever occurs first. All conveyances shall be in accordance with Section 7.03, below.

7.02 Development Costs. Owner, at its expense, shall extend water, wastewater and storm water utilities and streets to Public Lands as part of the applicable Phase Improvements. Owner shall pay to Town the applicable water and wastewater System Development Fees and tap connection charges utilized by the Town to provide potable and irrigation water for parks development on Public Lands (Tap Fees). The Tap Fees shall be paid to Town with the Plat which includes the applicable Public Land, or if the number and size of the Water Tap Fees for the platted Public land is not known at the time of Plat recordation, then 60 days after notice from Town that the Park Tap Fees have been determined based on the Town's development plan for the Public Land. Owner shall not be required to fund any portion of the Town's on-site park development

cost, nor shall Owner be required to pay any System Development Fees or tap connection charges for water service exclusively benefiting school development on Public Lands.

7.03 Conveyance. All Public Lands shall be conveyed to Town by special warranty deed, subject to matters of record but free and clear of liens, or other title impediments that would preclude Town from utilizing the property for its intended purposes, as reasonably determined by Town. Unless otherwise provided in the Town Regulations to the contrary, the grantor shall furnish the Town with a policy of title insurance, issued by a title company licensed to do business in the State of Colorado, in an amount reasonably approximating market value of the Public Land in its undeveloped condition and reflecting its current zoning as the highest and best use. If so requested by Town or required by the Town Regulations, Owner shall complete a Phase 1 environmental audit of all Public Lands prior to conveyance and acceptance by Town, and shall be solely responsible for any remedial environmental measures of hazards identified in the audit.

7.04 Exclusion of Covenants. Owner shall exclude all Public Lands from application and effect of restrictive covenants, which may otherwise be imposed on the Property. If any Public Lands are inadvertently made subject to such covenants, this Agreement shall constitute the irrevocable consent of the Owner and the Board of Directors of any homeowners association to the exclusion of the Public Lands from the application of such covenants. However, prior to constructing or placing any structures on Public Land, Town shall give Owner and the applicable homeowner's association a reasonable opportunity to review and comment on the design and plans for any such improvements, but Town shall retain the ultimate authority to determine what improvements are placed on Public Lands.

7.05 Landscape Maintenance. Notwithstanding the provisions of 4.01, Owner shall have the responsibility for the maintenance of landscaping within any public street right-of-way dedicated to the Town, including water, irrigation system, features, plantings, etc., for the landscaping between the right-of-way and street curbing, as well as within street medians. Such maintenance shall be at the sole expense of Owner and to the standard for maintenance established by Town of Castle Rock Landscape and Irrigation Performance Standards and Criteria Section 4.3. Owner's maintenance obligation includes procurement of water services from the Town and payment of applicable water service charges under the Town Regulations. Owner may delegate its maintenance obligation to a community association or to the District.

**ARTICLE VIII
DEFAULT AND REMEDIES**

8.01 Remedies. In addition to specific remedies provided elsewhere in this Agreement (including Town's right to withhold development approvals), upon the occurrence of an uncured default, the non-defaulting party shall have the right to take whatever action, at law or in equity, which appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under this Agreement, or to collect the monies then due and thereafter to become due. In any such legal action, the prevailing party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other party.

8.02 Event of Default. Failure of Town or Owner to perform any covenant, agreement, obligation or provision of this Agreement, constitutes an event of default under this Agreement.

8.03 Default Notice. In the event either party alleges that the other is in default, the non-defaulting party shall first notify the defaulting party in writing of such default, and specify the exact nature of the default in such notice. Except as otherwise provided in 6.04, the defaulting party shall have twenty (20) business days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder.

**ARTICLE IX
GENERAL PROVISIONS**

9.01 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing and duly executed by the signatories or their respective representatives, heirs, successors or assigns.

9.02 Interpretation. In this Agreement, unless the context otherwise requires:

- (a) all definitions, terms and words shall include both the singular and the plural;
- (b) words of the masculine gender include correlative words of the feminine and neuter genders, and words importing singular number include the plural number and vice versa; and
- (c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

9.03 Notice. The addresses of the parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement are deemed to have been given when delivered to the other parties, or five (5) days following the date the same is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed to the other parties at the addresses noted, or such address as is subsequently endorsed in writing, or in the event of transfer of the Property to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

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

If to Owner: Bella Mesa Land, LLC
2404 N. Rio Grande Avenue
Orlando, Florida 32804

With copy to: Seter & Vander Wall, PC
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 80111
Attn: Kim Setter, Esq.

9.04 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

9.05 Verification. The Town and the Owner shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Owner under the Agreement or by the terms of any other agreement.

9.06 Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

OWNER:

BELLA MESA LAND, LLC

a Florida limited liability company,

By: Westhaven Stars, LLC, a Florida limited liability company, as its Manager

By: The Greenwich Group, Inc., a Florida corporation, as its Manager

By: *Deborah A. Mills*
Deborah A. Mills, President

State of Florida)
) ss.
County of Orange)

The foregoing instrument was acknowledged before me this 11th day of December, 2015, by Deborah A. Mills as President of the Greenwich Group, Inc., as Manager of Westhaven Stars, LLC, as Manager of Bella Mesa Land, LLC.

Witness my hand and official seal.

[SEAL]



SHARON C. RODDY
MY COMMISSION # EE 163947
EXPIRES: March 20, 2016
Bonded Thru Budget Notary Services

Sharon C. Roddy
Notary Public

My Commission Expires:

March 20, 2016

BELLA MESA ANNEXATION AREA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4 AND A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE WEST END BY A 3" BRASS CAP IN BEDROCK "PLS 10945" AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "PLS 30829", WITH THE LINE BETWEEN ASSUMED TO BEAR NORTH 89°29'05" EAST, WITH ALL BEARINGS HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4;

THENCE N 89°29'05" E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2630.75 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER, ALSO BEING A POINT ON THE WEST BOUNDARY OF CASTLEWOOD NORTH, A SUBDIVISION RECORDED AT RECEPTION NO. 153352 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE S 00°22'57" E, ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND ALONG SAID WEST BOUNDARY OF CASTLEWOOD NORTH, A DISTANCE OF 1309.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE S 89°43'09" W, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 2642.27 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 4;

THENCE S 88°55'38" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 430.05 FEET;

THENCE N 45°28'31" E, A DISTANCE OF 604.38 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE N 00°07'32" E, ALONG SAID WESTERLY LINE, A DISTANCE OF 883.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 81.000 ACRES OR 3,528,367 SQUARE FEET, MORE OR LESS.

Bella Mesa PUD - Parcel A

A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 4, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 8, AND ALL OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE WEST END BY A 3" BRASS CAP IN BEDROCK STAMPED "PLS 10945" AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "PLS 30829", WITH THE LINE BETWEEN ASSUMED TO BEAR NORTH 89°29'05" EAST, WITH ALL BEARINGS HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE N 89°29'05" E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2630.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, ALSO BEING A POINT ON THE WEST BOUNDARY OF CASTLEWOOD NORTH, A SUBDIVISION RECORDED AT RECEPTION NO. 153352 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE S 00°22'49" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CASTLEWOOD NORTH, A DISTANCE OF 2619.61 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 4, ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 142, PAGE 212 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE S 00°39'21" E, ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9 AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 142, AT PAGE 212, A DISTANCE OF 1330.22 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9, ALSO BEING THE NORTHEAST CORNER OF CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, A SUBDIVISION RECORDED AT RECEPTION NO. 2006091502 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE S 89°43'39" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE NORTH LINE OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, AND ALONG THE NORTH LINES OF THE FOLLOWING SUBDIVISIONS: CASTLEWOOD RANCH FILING NO. 2 – PARCEL 1, RECEPTION NO. 2003033136; CASTLEWOOD RANCH FILING NO. 2 – PARCEL 8, RECEPTION NO. 2004043911; AND CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, RECEPTION NO. 2004043913 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, A DISTANCE OF 2652.17 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9, ALSO BEING THE NORTHWEST CORNER OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, ALSO BEING A POINT ON THE EAST LINE OF FOUNDERS VILLAGE FILING NO. 24, A SUBDIVISION RECORDED AT RECEPTION NO. 2006064806 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID FOUNDERS VILLAGE FILING NO. 24 THE FOLLOWING FOUR (4) COURSES:

1. N 78°04'27" W, A DISTANCE OF 139.86 FEET;
2. N 82°59'24" W, A DISTANCE OF 180.71 FEET;
3. N 00°09'46" E, A DISTANCE OF 442.62 FEET;
4. N 89°59'59" W, A DISTANCE OF 1007.69 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, ALSO BEING A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2006093611 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE N 00°31'18" W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, AND ALONG THE EAST LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 2006093611, A DISTANCE OF 816.87 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL "A" IN RECEPTION NO. 2012031487 OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EAST LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES:

1. N 41°06'20" E, A DISTANCE OF 1267.32 FEET;
2. N 08°12'18" E, A DISTANCE OF 370.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE N 45°28'32" E, ALONG THE WEST LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, A DISTANCE OF 604.38 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE N 00°08'02" E, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 883.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 293.170 ACRES OR 12,770,476 SQUARE FEET, MORE OR LESS.

BELLA MESA PUD – PARCEL B

A PARCEL OF LAND BEING ALL OF TRACTS I, J, K, L, M, N, O, P, Q, R AND S, FOUNDERS VILLAGE FILING NO. 24, AS RECORDED AT RECEPTION NO. 2006064806 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING WITHIN THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF TRACT Q, FOUNDERS VILLAGE FILING NO. 24, RECEPTION NO. 2006064806, BEARING N 89°16'58" E, AS SHOWN THEREON, WITH ALL BEARING HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT Q, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF MITCHELL STREET, AS SHOWN ON SAID FOUNDERS VILLAGE FILING NO. 24;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MITCHELL STREET THE FOLLOWING FIVE (5) COURSES:

1. S 00°43'01" E, A DISTANCE OF 658.39 TO A POINT OF CURVATURE;
2. ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 46°25'53" AN ARC LENGTH OF 368.72 FEET;
3. S 45°42'52" W, A DISTANCE OF 371.46 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 46°32'04" AN ARC LENGTH OF 442.64 FEET;
5. S 00°49'12" E, A DISTANCE OF 148.92 FEET TO THE SOUTHEAST CORNER OF TRACT R, ALSO BEING A POINT ON THE SOUTH LINE OF FOUNDERS VILLAGE FILING NO. 24, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF MIKELSON BOULEVARD;

THENCE ALONG THE SOUTH LINE OF SAID FOUNDERS VILLAGE FILING NO. 24, AND ALONG THE NORTH RIGHT-OF-WAY OF MIKELSON BOULEVARD THE FOLLOWING THREE (3) COURSES:

1. S 89°10'48" W, A DISTANCE OF 47.01 TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 942.50 FEET, A CENTRAL ANGLE OF 31°21'01" AN ARC LENGTH OF 515.70 FEET;
3. N 59°28'11" W, A DISTANCE OF 204.88 FEET TO THE SOUTHWEST CORNER OF FOUNDERS VILLAGE FILING NO. 24;

THENCE ALONG THE WEST LINE OF FOUNDERS VILLAGE FILING NO. 24 THE FOLLOWING SIX (6) COURSES:

1. N 27°26'11" E, A DISTANCE OF 97.52 FEET;
2. N 13°24'31" E, A DISTANCE OF 769.28 FEET;
3. N 29°37'04" E, A DISTANCE OF 303.94 FEET;
4. N 30°13'10" W, A DISTANCE OF 337.19 FEET;
5. N 17°54'32" E, A DISTANCE OF 166.89 FEET TO THE NORTHWEST CORNER OF TRACT S;
6. N 89°16'59" E, A DISTANCE OF 343.53 FEET TO A POINT ON THE NORTH LINE OF TRACT Q, FOUNDERS VILLAGE FILING NO. 24;

THENCE N 89°16'59" E, ALONG THE NORTH LINE OF TRACT Q, A DISTANCE OF 674.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.827 ACRES OR 1,560,588 SQUARE FEET, MORE OR LESS.

BELLA MESA ANNEXATION AREA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4 AND A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE WEST END BY A 3" BRASS CAP IN BEDROCK "PLS 10945" AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "PLS 30829", WITH THE LINE BETWEEN ASSUMED TO BEAR NORTH 89°29'05" EAST, WITH ALL BEARINGS HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4;

THENCE N 89°29'05" E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2630.75 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER, ALSO BEING A POINT ON THE WEST BOUNDARY OF CASTLEWOOD NORTH, A SUBDIVISION RECORDED AT RECEPTION NO. 153352 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE S 00°22'57" E, ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND ALONG SAID WEST BOUNDARY OF CASTLEWOOD NORTH, A DISTANCE OF 1309.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE S 89°43'09" W, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 2642.27 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 4;

THENCE S 88°55'38" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 430.05 FEET;

THENCE N 45°28'31" E, A DISTANCE OF 604.38 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE N 00°07'32" E, ALONG SAID WESTERLY LINE, A DISTANCE OF 883.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 81.000 ACRES OR 3,528,367 SQUARE FEET, MORE OR LESS.

Bella Mesa PUD - Parcel A

A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 4, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 8, AND ALL OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE WEST END BY A 3" BRASS CAP IN BEDROCK STAMPED "PLS 10945" AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "PLS 30829", WITH THE LINE BETWEEN ASSUMED TO BEAR NORTH 89°29'05" EAST, WITH ALL BEARINGS HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE N 89°29'05" E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2630.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, ALSO BEING A POINT ON THE WEST BOUNDARY OF CASTLEWOOD NORTH, A SUBDIVISION RECORDED AT RECEPTION NO. 153352 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE S 00°22'49" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CASTLEWOOD NORTH, A DISTANCE OF 2619.61 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 4, ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 142, PAGE 212 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE S 00°39'21" E, ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9 AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 142, AT PAGE 212, A DISTANCE OF 1330.22 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9, ALSO BEING THE NORTHEAST CORNER OF CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, A SUBDIVISION RECORDED AT RECEPTION NO. 2006091502 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE S 89°43'39" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE NORTH LINE OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, AND ALONG THE NORTH LINES OF THE FOLLOWING SUBDIVISIONS: CASTLEWOOD RANCH FILING NO. 2 – PARCEL 1, RECEPTION NO. 2003033136; CASTLEWOOD RANCH FILING NO. 2 – PARCEL 8, RECEPTION NO. 2004043911; AND CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, RECEPTION NO. 2004043913 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, A DISTANCE OF 2652.17 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9, ALSO BEING THE NORTHWEST CORNER OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, ALSO BEING A POINT ON THE EAST LINE OF FOUNDERS VILLAGE FILING NO. 24, A SUBDIVISION RECORDED AT RECEPTION NO. 2006064806 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID FOUNDERS VILLAGE FILING NO. 24 THE FOLLOWING FOUR (4) COURSES:

1. N 78°04'27" W, A DISTANCE OF 139.86 FEET;
2. N 82°59'24" W, A DISTANCE OF 180.71 FEET;
3. N 00°09'46" E, A DISTANCE OF 442.62 FEET;
4. N 89°59'59" W, A DISTANCE OF 1007.69 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, ALSO BEING A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2006093611 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE N 00°31'18" W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, AND ALONG THE EAST LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 2006093611, A DISTANCE OF 816.87 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL "A" IN RECEPTION NO. 2012031487 OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EAST LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES:

1. N 41°06'20" E, A DISTANCE OF 1267.32 FEET;
2. N 08°12'18" E, A DISTANCE OF 370.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE N 45°28'32" E, ALONG THE WEST LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, A DISTANCE OF 604.38 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE N 00°08'02" E, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 883.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 293.170 ACRES OR 12,770,476 SQUARE FEET, MORE OR LESS.

BELLA MESA PUD – PARCEL B

A PARCEL OF LAND BEING ALL OF TRACTS I, J, K, L, M, N, O, P, Q, R AND S, FOUNDERS VILLAGE FILING NO. 24, AS RECORDED AT RECEPTION NO. 2006064806 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING WITHIN THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF TRACT Q, FOUNDERS VILLAGE FILING NO. 24, RECEPTION NO. 2006064806, BEARING N 89°16'58" E, AS SHOWN THEREON, WITH ALL BEARING HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT Q, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF MITCHELL STREET, AS SHOWN ON SAID FOUNDERS VILLAGE FILING NO. 24;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MITCHELL STREET THE FOLLOWING FIVE (5) COURSES:

1. S 00°43'01" E, A DISTANCE OF 658.39 TO A POINT OF CURVATURE;
2. ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 46°25'53" AN ARC LENGTH OF 368.72 FEET;
3. S 45°42'52" W, A DISTANCE OF 371.46 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 46°32'04" AN ARC LENGTH OF 442.64 FEET;
5. S 00°49'12" E, A DISTANCE OF 148.92 FEET TO THE SOUTHEAST CORNER OF TRACT R, ALSO BEING A POINT ON THE SOUTH LINE OF FOUNDERS VILLAGE FILING NO. 24, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF MIKELSON BOULEVARD;

THENCE ALONG THE SOUTH LINE OF SAID FOUNDERS VILLAGE FILING NO. 24, AND ALONG THE NORTH RIGHT-OF-WAY OF MIKELSON BOULEVARD THE FOLLOWING THREE (3) COURSES:

1. S 89°10'48" W, A DISTANCE OF 47.01 TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 942.50 FEET, A CENTRAL ANGLE OF 31°21'01" AN ARC LENGTH OF 515.70 FEET;
3. N 59°28'11" W, A DISTANCE OF 204.88 FEET TO THE SOUTHWEST CORNER OF FOUNDERS VILLAGE FILING NO. 24;

THENCE ALONG THE WEST LINE OF FOUNDERS VILLAGE FILING NO. 24 THE FOLLOWING SIX (6) COURSES:

1. N 27°26'11" E, A DISTANCE OF 97.52 FEET;
2. N 13°24'31" E, A DISTANCE OF 769.28 FEET;
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4. N 30°13'10" W, A DISTANCE OF 337.19 FEET;
5. N 17°54'32" E, A DISTANCE OF 166.89 FEET TO THE NORTHWEST CORNER OF TRACT S;
6. N 89°16'59" E, A DISTANCE OF 343.53 FEET TO A POINT ON THE NORTH LINE OF TRACT Q, FOUNDERS VILLAGE FILING NO. 24;

THENCE N 89°16'59" E, ALONG THE NORTH LINE OF TRACT Q, A DISTANCE OF 674.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.827 ACRES OR 1,560,588 SQUARE FEET, MORE OR LESS.

EXHIBIT 5

ACKNOWLEDGEMENT

In accordance with that certain Agreement Concerning Infrastructure Cost Reimbursement among the Town of Castle Rock ("Town"), Castle Rock, 25 Partners, LLC ("Castle Rock 24"), Castlewood Ranch Metropolitan District ("District"), and the Castlewood Ranch Master Association dated July 9, 2004, as amended by First Amendment dated July 21, 2006 (the "Reimbursement Agreement"), and in accordance with Section 13 of the Founders Village Filing No. 24 Subdivision Improvements agreement between Town and Castle Rock 24 dated July 21, 2006 (the "SIA"), the District hereby acknowledges that it has received payment in the amount of \$526,307.50 in full satisfaction of Castle Rock 25's obligation to reimburse the District for the Recoupment Amount, as defined in the Reimbursement Agreement. The District hereby releases Castle Rock 25 and the Town from any further obligation with respect to payment and/or collection of the Recoupment Amount.

Any obligation of Castle Rock 25 in the Reimbursement Agreement not specifically related to payment of the Recoupment Amount shall remain outstanding.

CASTLEWOOD RANCH METROPOLITAN DISTRICT

By: _____

Date: _____

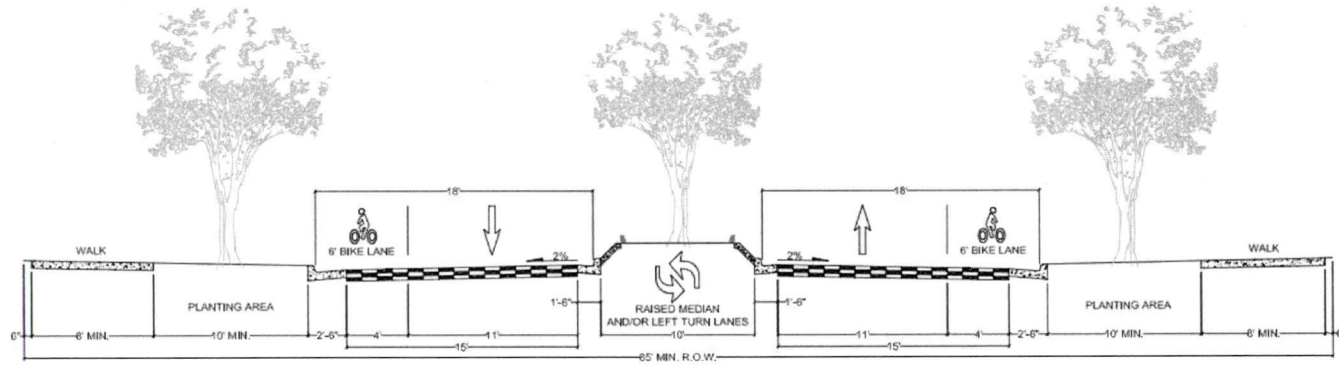
Its: _____

By: _____

Date: _____

Its: _____

TOWN OF CASTLE ROCK
COLLECTOR
MAJOR



Notes:

1. No On-Street Parking.
2. Left turn lanes provided as determined necessary. Planting areas shall be adjusted as necessary to accommodate right turn lanes.
3. Inset parking bays will be provided adjacent to parks and schools. Planting areas shall be removed to accommodate parking bays.
4. Curb and Gutter Type VC2 see Detail Plan No. CG-1.
5. Median - see Detail Plan No. CG-16, Section C-C.
6. Trees with in 10' of travel lane requires a median planter.
7. See the Town's Landscape & Irrigation Performance Standards and Criteria for additional information regarding trees and landscaping.

EXHIBIT 1

BELLA MESA
 WASTEWATER LIFT STATION
 ESTIMATED OPERATION AND MAINTENANCE COSTS

Prepared: September 24, 2014

ITEM Annual Costs

Electrical Costs	**	\$10,661
Service Charge, monthly	**	\$120
Stand-by Gas Operation		\$1,602
Maintenance		\$13,000
Total Annual O & M		\$25,383

Present Worth - 20 years of O & M		\$291,141
Present Worth - Replace 1 Pump		\$10,780
Present Worth O&M and Pump Replacement		\$301,921

Assumptions:

1. Electrical cost based on 12.35¢ per KWH and \$15.00 per month demand charge.
2. Labor costs - 2 man crew @ \$125/hour, 2 visit per week, 1 hr per visit
3. Present worth based on 20 years at 6%
4. Natural gas for back up system - \$8.50/month plus one hour operation at \$125
5. Pump replacement cost is for one pump, one spare pump has been furnished
6. Costs shown are in 2014 dollars.

** Note: basic service charge \$120.00/mo

** Note: energy charge as of 11/14: 12.36 cents per KWH

** based on recent M17 LS utility bill

CASTLE ROCK DEVELOPMENT COMPANY
Bella Mesa Lift Station

ANNUAL OPERATIONS AND MAINTENANCE (O&M) OPINION OF COST

Year	Electrical Cost	Equipment Depreciatio	Facility Depreciatio	Labor (Operator)	Total Annual
1	\$10,661			\$13,000.00	\$23,660.97

- Notes:
1. Electrical cost based on 12.35¢ per KWH, monthly facility charge, and \$15.00 per month demand charge.
 2. Labor costs - 2 man crew @ \$125/hour, 2 visit per week, 1 hr per visit
 3. Costs shown are in 2014 dollars.

Opinion of Energy Cost													
Design Avg Flow gpm		Pump run time per day (min)	Total Facility HP	Motor Efficiency	KW	Hours of Service per Day	Hours of Service per Month	Pumping KWH Per Month	Heating KWH per month	Cost @ \$0.12355 Per KWH	Demand Cost at \$14.00 Per KW/Mo	Energy Cost per Month	Energy Cost Per Year
74.09	106,688	282.4	15.2	90%	13	4.7	143	1,797	3,000	\$593	\$176	\$888	\$10,661
									@	avg energy cost		\$10,661	
pump = 15HP													

@ based on Oct 2014 M17 LS utility bill

Public Land Dedication Conveyance Schedule

The 12.3 acre Public Land Dedication shall be dedicated to the Town in its entirety at the time of the first Plat in the MF Planning Area, or with the first plat of the collector road identified on the Planned Development Plan as Mitchell Street.