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**BROOKWOOD ANNEXATION AND
DEVELOPMENT AGREEMENT**

OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: \$86.00
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DATE: December 9, 2002.

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

TR FARM HOLDINGS, LLC, a Colorado limited liability company, 8400 E. Crescent Parkway, Suite 310, Greenwood Village, Colorado 80111 (Owner).

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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 the Property and the concurrent approval by the Town of a 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 current and future residents of the Town.

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 Brookwood Annexation and Development Agreement and any amendments to this Agreement.

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

Code: the Castle Rock Municipal Code, 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 Brookwood PD Zoning Regulations, Preliminary PD Site Plan, and the associated preliminary utility, drainage and transportation plans.

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 complimentary infrastructure off-site of the Property.

Final Site Plan: the zoning document prescribed under 17.60.220 of the Code.

Municipal Services: police and fire protection, water and wastewater, stormwater drainage and detention, 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 Owner of the Property is TR Farm Holdings, LLC, a Colorado limited liability company.

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

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

Preliminary Site Plan: the Brookwood Preliminary PD Site Plan recorded at Reception No. 2003150878 of the public records of Douglas County, Colorado.

Property: the real property described in the attached *Exhibit 1*.

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.

SIA: a Subdivision Improvements Agreement entered into between the Town and the

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.

Town Regulations: the Charter, ordinances, resolutions, rules and regulations of the Town, including the Code, 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, adjudicated in Case No. 96-CW-123.

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 Agreement shall apply to the Property and its covenants shall be binding upon the successors and assigns of the parties in the same manner and to the same effect as if such successors were signatories to the Agreement. The parties acknowledge that 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 or its covenants is made in any instrument affecting title to the Property.

2.02 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, irrespective of whether development activity on the Property is undertaken by the Owner, a third party on behalf of and/or with the authorization of the Owner. Town shall accept performance of the covenants

of the Agreement from a developer on behalf of 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.

2.03 Town Regulations. Unless otherwise provided in this Agreement, 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 this Agreement, the Agreement shall not in any manner restrict or impair the lawful exercise by the governing body of the Town of its legislative, quasi-legislative or other police powers as applied to the Property, including specifically, the amendment, modification or addition to the Town Regulations, subsequent to the execution of this Agreement. Except as otherwise authorized in this Agreement, or as may be subsequently accepted by Owner pursuant to a statutory assessment process, no exaction, fee or assessment shall be imposed by the Town against the Property, which is not imposed in other areas of the Town pursuant to Town Regulations. When this 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 provide to the contrary.

ARTICLE III GENERAL OBLIGATIONS

3.01 Municipal Services. Subject to the further provisions of 3.03 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 has 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. The respective obligations of the parties for development of the infrastructure necessary for provision of the Municipal Services to the Property is addressed in Article V.

3.02 Permitted Development. Owner shall develop the Property in accordance

with this Agreement and Town Regulations, and applicable state and federal law and regulations. Subject to the further provisions of 3.03, Town shall allow and permit the development of the Property in accordance with the Development Plan and 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 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. Town shall not unreasonably withhold consent to or approval of a development request or application.

3.03 Growth Area Limitations. The Town may be a signatory to the August 20, 2000 Mile High Compact, an agreement between metropolitan area local governments (Compact). The Compact endorses certain constraints and limitations on the extent of urban development in the metropolitan area and within specific local jurisdictions, which are contained in the Denver Regional Council of Government's Metro Vision 2020 (2020 Plan). The 2020 Plan allocates a total square-mileage urban area to the Town, and through the Compact the Town will commit not to permit urban development in excess of the applicable limits in the Plan, as the Plan may be modified and adjusted from time to time.

Given the urban area allocation made to the Town under the 2020 Plan, the Town does not anticipate that the Compact or 2020 Plan will restrict development in the Town in the near-term. However, development of the Property could be deferred or otherwise constrained as a result of limitations on urban development imposed by the Compact, the 2020 Plan (as amended or supplemented in the future) or any other regional system restricting the area and/or extent of urban development (collectively, Growth Plans). In no event shall the Town's restriction of development of the Property as necessary to comply with applicable Growth Plans (as reasonably determined by Town) constitute a breach of this Agreement or otherwise give rise to a legal or equitable claim by Owner against Town. The unconditional acceptance by Owner of the Compact and 2020 Plan and the potential limitation on development of the Property imposed by Growth Plans is a material inducement

to the Town's annexation and zoning of the Property.

ARTICLE IV WATER RIGHTS

4.01 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 IV.

4.02 Conveyance. Concurrently with recordation of this Agreement, Owner shall convey to Town by special warranty deed, free and clear of all liens and encumbrances, marketable title to the Water Rights. The conveyance of the Water Rights shall transfer to Town the right to use, reuse, lease or sell the water withdrawn under the Water Rights. 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. Should it subsequently be determined that marketable title to any portion of the Water Rights did not vest in Town with the conveyance, the Water Credit established in 4.03 shall be reduced accordingly.

4.03 Water Credit. With conveyance of the Water Rights, a credit of 87 SFE shall be established against the Town's water dedication requirements for the benefit of the Property (Water Credit). The Water Credit of 87 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 current 200% 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.

4.04 Application of Water Credit. The Water Credit established under 4.03 shall be reduced (i.e. applied):

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

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

BROOKWOOD WATER BANK					
Entry	Date Recorded	Recording Info	SFE Demand	SFE Supply	Net
Deeds to Water Rights				87	87
Final Plat			XX		87-XX

With any entry made by the Town, the Owner of the Water Bank (see 4.06) 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.

4.06 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 IV.

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.

4.07 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 (and is so authorized by) 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 V FACILITIES DEVELOPMENT

5.01 General Responsibility. Except for the Town Facilities as defined in 5.03, 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. The Facilities shall be developed in strict accordance with Town Regulations, the Development Plan, this Agreement and the applicable SIA and Plat.

Except as otherwise expressly provided in this Agreement, Town shall have no obligation to develop Facilities.

5.02 Cooperation in Facilities Development. Town and Owner shall cooperate in obtaining necessary permits and approvals required by other governmental agencies in order to develop 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.

5.03 Town Facilities. Town shall have the exclusive obligation to undertake those Facilities for which the System Development Fees are imposed, including water supply, treatment and storage, and wastewater collection and treatment (Town Facilities). Water and wastewater mains which are the responsibility of the Owner under the Town Regulations are not Town Facilities. The refusal of the Town to approve Plats or other land use applications to the Property due to lack of available capacities in Town Facilities shall constitute an event of default under Article VII.

5.04 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 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. Town's failure to do so constitutes an event of default under Article VII.

5.05 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 with greater specificity 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 V will apply to the development of such Facilities, irrespective of whether or not reference to this Article V is made in the SIA.

5.06 Off-site Facilities. Owner shall be obligated to acquire the necessary easement or fee interest (as required by Town) from adjacent properties necessary to develop all off-site Facilities. In the event Owner is unable to acquire such property interests,

Town shall make best efforts to exercise its powers of eminent domain to condemn the necessary property, provided Owner has furnished Town with appropriate assurances and financial guarantees to cover the costs of such acquisitions.

5.07 Green Zone Connection. Portions of the Property are within a water service pressure zone designated the 'Green Zone'. In order to provide water service to lots in the Green Zone either a connection must be made to the existing Green Zone main in Diamond Ridge Circle (Green Zone Connection), or a booster pump must be constructed on the Property to enhance water pressure from the Red Zone (Red Zone Connection)

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The Green Zone connection shall be made by Owner unless Owner demonstrates to Town that the despite all reasonable and diligent efforts, Owner is unable to cause the conveyance to Town of the necessary access, construction and maintenance easement (Easement) over the intervening property owned by the Diamond Ridge Homeowners Association. In that event, Owner shall be authorized to make the Red Zone Connection, unless the Town, at its sole discretion, exercises its eminent domain powers to acquire the Easement. Should the Town authorize condemnation, Owner shall pay all reasonable and necessary costs incurred by Town in the condemnation, including attorney's fees and costs and the condemnation award or the negotiated settlement of the value of the taking, all as set forth in a reimbursement agreement to be executed by the parties prior to the Town's commencement of condemnation.

As part of the Green Zone Connection, Owner shall pay the cost of upgrading the existing Green Zone pump station to accommodate the additional demand from the Property, as well as provide system reliability for the Diamond Ridge service area. The Town shall construct the pump station upgrade and Owner shall pay its share of the construction cost attributable to the system demand from development of the Property when the construction contract is let by the Town, as more specifically addressed in the SIA.

5.08 Red Zone Connection. In the event the Green Zone Connection is not made, Owner shall make the Red Zone Connection, and pay for the cost of construction of the necessary pump station. The pump station will be designed and constructed to accommodate upsizing of its capacity in the future in the event the Town connects the

system to the Green Zone system.

5.09 Transportation. With the first Plat, Owner shall dedicate the 26 feet of the Property adjacent to Crowfoot Valley Road for additional right of way at no cost to Town. Owner shall also construct such improvements to Crowfoot Valley Road as Douglas County and/or the Town may require as a condition to permitting access onto Crowfoot Valley Road.

Under Section 7.02 of the First Amendment to Castle Rock Estates Annexation and Development Agreement between the Town and Diamond Ridge Estates, LLC. (DRE Agreement), the Town is obligated to make good faith efforts to obtain financial participation from properties benefiting from the Crowfoot Valley improvements made by DRE in compliance with obligations imposed by Town. Accordingly, Owner shall pay its proportionate share of such improvements in the amount of \$13,565 as a condition to recordation of the first Plat.

5.10 Utility Recoupment. Pursuant to 5.17.B.1(b) of the Maher Ranch Phase 1 Development Agreement, Town shall make good faith efforts to obtain financial participation from properties benefiting from the sanitary sewer improvements made by the Maher Ranch Metropolitan District Nos. 4 & 5 from properties benefiting from the sanitary sewer improvements in compliance with obligations imposed by the Town. Accordingly, Owner shall pay its proportionate share of such improvements in the amount of \$16,530 as a condition to recordation of the first plat.

5.11 Interchange Participation. Development of the Property will impact the Exit 184/I-25 Interchange (the "Interchange"). Town has required other developments utilizing the Interchange to participate in the funding of the reconstruction and enhancement of the Interchange. Town has accepted a transportation impact analysis which addresses the impact of development of the Property on the Interchange. Accordingly, Owner shall pay to Town the sum of \$55 per dwelling unit, as the proportionate financial share of the Interchange Improvements for the Property, prior to and as a condition to the recordation of each Plat.

5.12 Signal Participation. Concurrently with and as a condition to recordation of the first Plat on the Property, Owner or Subdivider shall pay to Town its proportionate share (5%) of the Crowfoot Valley Road/Founders Parkway traffic signal.

ARTICLE VI PUBLIC LAND DEDICATION

6.01 Public Land Dedication. Concurrently with and as a condition to recordation of the first Plat, Owner shall pay to the Town cash in lieu of public land dedication for the entire Property in an amount determined in accordance with the Town Regulations then in effect.

ARTICLE VII DEFAULT AND REMEDIES

7.01 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.

7.02 Remedies. In addition to specific remedies provided elsewhere in the Agreement upon default, the non defaulting party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under the Agreement, or to collect the monies then due and thereafter to become due subject to any express limitations on remedies provided elsewhere in this Agreement. 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.

7.03 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. 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; provided that (i) such default is

capable of being cured, (ii) the defaulting party has commenced such cure within said 20-day period, (iii) the defaulting party diligently prosecutes such cure to completion. If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within such period by the defaulting party and thereafter diligently pursued.

ARTICLE VIII GENERAL PROVISIONS

8.01 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 representative, heirs, successors or assigns.

8.02 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 the 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.

8.03 Notice. The addresses of the parties to this Agreement are as 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.

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

OWNER: TR Farm Holdings, LLC
8400 E. Crescent Parkway, Suite 310
Greenwood Village, CO 80111

8.04 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held 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.

8.06 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.

8.07 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.

8.08 Conflicts. If the terms and provisions of this Agreement are in conflict with the Town Regulations, the terms and provisions of this Agreement, as it may be amended from time to time shall control.

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ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare
Sally A. Misare, Town Clerk

Millie S. Bennett
Millie S. Bennett, Mayor

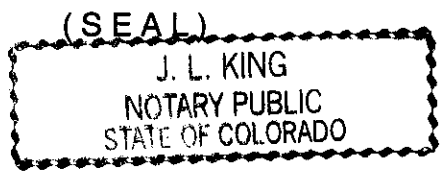
Approved as to form:

Robert J. Stentz, Town Attorney
STATE OF COLORADO)
COUNTY OF Douglas) ss.

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The foregoing instrument was acknowledged before me this 13th day of October, 2007, by Sally A. Misare as Town Clerk and Millie S. Bennett as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: 9-21-07.



J. L. King
Notary Public

TR FARM HOLDINGS, LLC, a Colorado
limited liability company

By: Raymond J. Anilinis

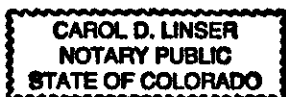
Its: MANAGER / PARTNER

STATE OF COLORADO)
) ss.
COUNTY OF Aspen)

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The foregoing instrument was acknowledged before me this 8TH day of September, 2007 by Raymond J. Anilinis as Manager / Partner for TR Farm Holdings, LLC, a Colorado limited liability company.

Witness my official hand and seal.
My commission expires: 8/14/2005

(SEAL)



MY COMMISSION EXPIRES 8/14/2005

Carol D. Linser
Notary Public

F:\USER\LEGAL\AGREEMEN\Brookwood DA.doc

12/9/02

EXHIBIT 1

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 25 AND CONSIDERING THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 25 TO BEAR N 02°16'00" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE ALONG THE SOUTHERLY BOUNDARY OF DIAMOND RIDGE ESTATES FILING NO. 1 THE FOLLOWING THREE (3) COURSES:

- 1) N 02°47'08" E, A DISTANCE OF 552.87 FEET;
- 2) N 02°14'35" W, A DISTANCE OF 329.00 FEET;
- 3) N 44°56'25" E, A DISTANCE OF 1610.00 FEET;

THENCE ALONG THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED RECORDED UNDER RECEPTION NO. DC9560540 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER THE FOLLOWING TWO (2) COURSES:

- 1) S 47°49'35" E, A DISTANCE OF 1401.50 FEET;
- 2) S 67°14'35" E, A DISTANCE OF 158.00 FEET;

THENCE N 28°42'32" E, ALONG THE EASTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. DC9644454 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, A DISTANCE OF 21.16 FEET;

THENCE S 50°24'19" E, A DISTANCE OF 61.09 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD THE FOLLOWING THREE (3) COURSES:

- 1) S 14°01'49" W, A DISTANCE OF 78.93 FEET;
- 2) S 28°42'29" W, A DISTANCE OF 26.59 FEET;
- 3) S 27°39'12" W, A DISTANCE OF 985.29 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 25;

THENCE S 89°13'55" W, ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, A DISTANCE OF 1903.82 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 73.551 ACRES (3,203,870 SQ.FT.), MORE OR LESS.