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BELLA MESA
SUBDIVISION IMPROVEMENTS AGREEMENT

DATE: _____ November 29 _____, 2021.

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

FOURTH INVESTMENT USA, LLC
C/O INTERNATIONAL CAPITAL, INC, 17130 Dallas Pkwy, Ste
240 Dallas, TX 75248 (“Subdivider”).

RECITALS:

A. Subdivider desires to plat certain property as the Bella Mesa Filing No. 1 subdivision (“Subdivision”), more particularly described in the attached *Exhibit 1* (“Property”), for the sole purpose of conveying required public land dedication to the Town and abandoning and creating easements as shown thereon (“PLD Plat”), more particularly described in the attached *Exhibit 2*.

B. The subdivision regulations of the Castle Rock Municipal Code require that the Subdivider enters into this Subdivision Improvement Agreement concurrently with and to be recorded contemporaneously with the PLD Plat.

C. This Agreement is limited to the PLD Plat and concurrent conveyance to the Town.

D. The Subdivider and Town hereby agree that any future development on the Property shall require an amendment to this Subdivision Improvement Agreement.

COVENANTS:

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

Section 1. Definitions. The following words when capitalized in the text shall have the meanings indicated:

Agreement: this Bella Mesa Subdivision Improvements Agreement.

Code: the Castle Rock Municipal Code, as amended.

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Development Agreement: the Bella Mesa Annexation and Development Agreement dated January 6, 2015 and recorded in the Records January 22, 0216 at reception no. 016004152.

PLD Plat: the plat conveying public land dedication to the Town, as approved by the Town as shown in *Exhibit 2*.

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

Records: the public records of Douglas County, Colorado maintained by the Clerk and Recorder.

Subdivision: the Bella Mesa subdivision.

Town Regulations: the Code, inclusive of the Town technical design criteria manuals, as the same may be amended from time to time.

Certain other terms are defined elsewhere in this Agreement. Section references are to the numbered sections of this Agreement.

Section 2. Dedication of PLD. Concurrent with, and as a condition of recordation of, Subdivider shall submit an approved plat conveying that portion of the Property designated for public land dedication. Such PLD Plat shall be the only plat allowed on the Property, absent an amendment to this Agreement.

Section 3. Suspension on Further Development. Subdivider and Town agree that no further development shall occur on the Property until and unless this Agreement is amended to reflect all requirements of the Town pursuant to its Town Regulations, Development Agreement, and any other subdivision regulations.

Section 4. Application of Development Agreement. The Development Agreement may contain certain other conditions and requirements which apply to the development of the Property. The enumeration in this Agreement of certain of obligations triggered under the phasing plan of the Development Agreement is not inclusive of all such obligations. In the event of a conflict between the Development Agreement and this Agreement, the Development Agreement shall govern and control.

Default. The following occurrences constitute a default by the Subdivider:

- (a) failure to commence or complete conveyance of the PLD Plat within the time periods prescribed in Section 2, above;
- (c) Subdivider has breached, or caused a breach of any other provision of this Agreement.

As a condition to Town's right to exercise its remedies for default, Town shall give written notice to Subdivider of the occurrence of an event of default. Subdivider shall have thirty (30) calendar days from the receipt of such notice to cure the default. If timely cure

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If to Subdivider: Fourth Investment USA, LLC
C/O International Capital, INC,
17130 Dallas Pkwy, Ste 240 Dallas, TX 75248

Section 11. Recordation. This Agreement shall be recorded with the Clerk and Recorder's Office of Douglas County, Colorado and shall be binding upon the assigns, successors, and grantees of Subdivider in the same manner as if such third parties were signatories to this Agreement.

Section 12. Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity under any applicable state law.

Section 13. Zoning. Notwithstanding anything to the contrary herein, and for the avoidance of doubt, this Agreement shall not be construed to relinquish such rights to use the Property as may be afforded by the zoning in effect for the Property and the Town Regulations, Development Agreement, and any other subdivision regulations in effect from time to time.

(Signature pages to follow)

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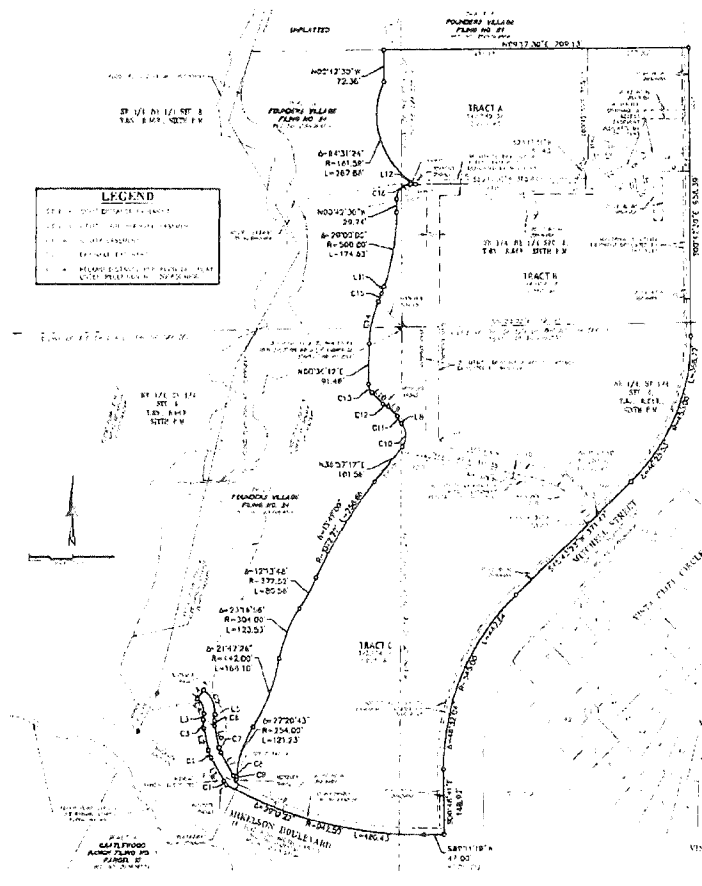
EXHIBIT 1

BELLA MESA FILING NO. 1

A REPLAT of A PARCEL OF LAND BEING ALL OF TRACTS I, J, K, L, M, N, O, P,
Q, AND R, FOUNDERS VILLAGE FILING NO. 24 RECORDED
UNDER RECEPTION NO. 2006064806 OF THE RECORDS OF THE DOUGLAS
COUNTY CLERK AND RECORDER'S OFFICE AND
LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 66
WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN
OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO,
CONTAINING AN AREA OF 24.564 ACRES, (1,070,026 SQUARE FEET), MORE
OR LESS.

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EXHIBIT 2



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