Ref #2021055310, Date: 4/29/2021 8:31 AM, Pages: 1 of 22 ,RECORDING $118.00
Douglas County, CO. Merlin Klotz, Clerk and Recorder

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# LANTERNS FILING NO. 2
# AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT

**DATE:** April 21, 2021.

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

**LANTERNS CFC LLC**, a Colorado limited liability company, **LANTERNS KDC LLC**, a Colorado limited liability company, and **LANTERNS SLC LLC**, a Colorado limited liability company, **LANTERNS RLC LLC**, a Colorado limited liability company, 12460 1st Street, P.O. Box 247, Eastlake, Colorado 80614-0247 and **TOLL SOUTHWEST LLC**, a Delaware limited liability company, 10 Inverness Drive East, Englewood, Colorado 80112 (collectively, "Subdivider").

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**RECITALS:**

A. A Subdivision Improvement Agreement regarding the certain property as the Lanterns Filing No. 2 subdivision ("Subdivision"), more particularly described in the attached ***Exhibit 1A*** ("Property"), was recorded on December 12, 2019 via Reception No. 2019085016.

B. Subdivider now desires to replat certain property in the Subdivision, more particularly described in the attached ***Exhibit 1B*** ("Property").

C. The subdivision regulations of the Castle Rock Municipal Code require that the Subdivider construct the public improvements necessary to provide municipal utilities and services to the Subdivision in accordance with Town regulations. By this Agreement the parties address the conditions for construction of such improvements and certain other issues concerning development of the Subdivision.

D. This Agreement is intended to protect the Town from any liability or cost which may result from the failure of the Subdivider to complete construction of such public improvements to Town standards. This Agreement is not made for the benefit of any other party and Town makes no representation to any owner of a lot or tract within the Subdivision that all necessary Subdivision infrastructure will be completed by the Town in the event of a default by Subdivider.

**COVENANTS:**

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

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

**Agreement**: this Lanterns Filing No. 2 Subdivision Improvements Agreement.

**Code:** the Castle Rock Municipal Code, as amended.

**Development Agreement**: the Lanterns Amended and Restated Development Agreement dated October 31, 2014, recorded in the Records on December 8, 2014 at Reception No. 2014071296.

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

**Development Impact Fees**: the fees currently imposed under Chapter 3.16 of the Code.

**Director:** the Director of Development Services, or designee.

**Improvements:** the water, wastewater, storm water drainage, transportation, Landscaping or other systems or infrastructure required to serve the Subdivision as identified and described in the Plans (whether on-site or off-site), which upon their completion are to be dedicated to the Town for operation and maintenance by the Town.

**Landscaping**: the landscaping required on public areas, streetscapes, or tracts as prescribed in the Site Development Plan, including any landscaping guidelines, but excluding landscaping on lots

**Lanterns PD:** the Lanterns PDP, 3rd Amendment recorded in the Records on December 8, 2014 at Reception No. 2014071295.

**Plans:** the description of the Improvements on the construction drawings approved concurrently with the Plat and related documents.

**Plat:** the final subdivision plat for the Subdivision as approved by the Town.

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

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

**Site Development Plan:** a site development plan for any portion of the Subdivision as approved by the Town.

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**System Development Fees**: the capital recovery charges imposed under the Code for water, wastewater, stormwater, and water resources.

**Subdivision:** the Lanterns Filing No. 2 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.** **Construction of Improvements**. The Improvements shall be constructed in strict accordance with the Plans, or to the extent not otherwise provided in the Plans, in accordance with applicable Town Regulations.

In the event Subdivider has not obtained all necessary Town permits and approvals and commenced construction of the Improvements within one year of the date of recordation of this Agreement, the Town's authorization under this Agreement shall lapse. As a condition to commencement of construction of any of the Improvements thereafter, Subdivider shall demonstrate to the Town Council good cause for the delay and its good faith intention and financial ability to proceed and complete the Improvements for the Subdivision; provided that Subdivider shall not be required to resubmit a land use application for the Subdivision.

Improvements must be completed not later than one year after the date of issuance of the first construction permit, provided that the completion date may be extended by the Director for up to 6 months if justified due to adverse weather, material unavailability, or other unanticipated and unavoidable circumstances beyond the control of Subdivider, as determined by the Director. Subdivider may develop the Property and construct the Improvements in phases as approved by the Town, and as such, acceptance, release of Security and issuance of building permits and certificates of occupancy shall be addressed on a phase by phase basis.

**Section 3.** **Restrictions Pending Completion of Improvements.** The Property shall not qualify for building permits until the Improvements are substantially completed, except when authorized by the Director, as further provided in this section. Substantial completion occurs when the Improvement is functional and operable in all material respects, although not completed to the standard required for formal acceptance by the Town for operation and maintenance. The Property shall not qualify for certificates of occupancy unless the Improvements have been initially accepted by the Town as provided in section 4.

The Director, in his/her absolute discretion, may authorize issuance of one or more designated building permits prior to substantial completion, if unusual and unanticipated circumstances warrant granting a relaxation of the substantial completion requirement. In such event, the Director may impose the condition that all work must cease under such building permit if the Improvements are not substantially completed by the date specified in the permit. In no event shall the Director authorize the issuance of a building permit unless there is adequate emergency access to the site and the water system is completed sufficiently to provide adequate fire flows for fire protection.

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**Section 4.** **Acceptance of Improvements**. Upon substantial completion of the Improvements, Subdivider may request inspection. Town shall make inspection within 5 working days of the date Subdivider requests final inspection, and Town shall notify Subdivider of non-conforming work within 5 working days after the inspection is made. Subdivider shall have 30 days from the date of receipt of Town's inspection report to remedy the non-conforming work unless the remedial work is delayed due to weather conditions, in which event the work shall be completed as soon as reasonably feasible thereafter.

With cure of non-conforming work, receipt of record drawings and initial acceptance of the Improvements by Town, Subdivider shall promptly convey its interest in the Improvements by document in the form attached as ***Exhibit 2***. With conveyance of the Improvements and receipt of the warranty surety, the applicable warranty period commences.

**Section 5.** **Improvements Security**. In accordance with Town Regulations, Subdivider shall provide Town with a letter of credit, cash escrow deposit or performance bond to secure construction of the Improvements. The amount of the Security shall be dependent on the form of Security provided, calculated in accordance with the Town Regulations ("Security"). The form of the Security is subject to approval by the Town Attorney. The Security shall be irrevocable for a period or term extending 60 days beyond the Completion Date. "Completion Date" shall mean the date the Town gives initial acceptance for the Improvements. Security which has a term expiring on or before 60 days after the Completion Date shall contain a provision that unless renewed or substitute Security is provided, prior to its expiration date, it may be called by the Town for lack of adequate Security. The Security shall be delivered to Town prior to and as a condition of the issuance of the first public works permit. The warranty portion of the Security shall be released as authorized in the Town Regulations.

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The purpose of the Security is to provide Town with the financial resources to mitigate any public health and safety hazards and/or re-grade and re-vegetate the Subdivision and/or complete construction or installation of any of the Improvements, should Subdivider default in its obligation to complete the Improvements (the "Remedial Work"). The Town retains the absolute discretion to determine what Remedial Work, if any is undertaken by Town on the Improvements, in the event of such default. Any portion of the Security not utilized in the Remedial Work shall be returned to the obligor on the Security, or to Subdivider in the event a letter of credit or cash escrow is furnished by Subdivider.

With Town's initial acceptance of the Improvements, the Security shall be reduced to 15% of the actual construction cost of the Improvements in accordance with Town Regulations. The warranty portion of the Security shall be released as authorized in the Town Regulations.

**Section 6.** **Landscaping**.

A. Landscaping is required in connection with the Improvements and in connection with the private improvements on the Property as follows: (i) Subdivider shall make commercially reasonable efforts to complete all Landscaping pertaining to the

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Improvements prior to initial acceptance of the Improvements as prescribed in the Plans; and (ii) Subdivider shall make commercially reasonable efforts to complete all applicable Landscaping pertaining to private improvements on tracts within the Property prior to the issuance of a certificate of occupancy for related private improvements.

B. In the event Subdivider is unable to complete installation of the Landscaping in accordance with Subparagraph A, above, the following provisions shall apply:

1. Subdivider shall make a cash deposit to the Town in the amount of 100% of the estimated complete cost of the applicable Landscaping, to be held by the Town as security for completion of the Landscaping ("Landscape Deposit").

2. The amount of the Landscape Deposit shall be determined by the Town after review of the cost estimate of completion furnished by the Subdivider's landscape architect or contractor;

3. The Landscape Deposit must be made prior to and as a condition to:

a. Initial acceptance of the Improvements under A(i); above; or

b. Prior to the issuance of a certificate of occupancy for the private improvements under A(ii), above.

4. The Landscape Deposit shall not accrue interest;

5. Subdivider shall have 180 days from the date the Landscape Deposit is deposited with Town to complete the applicable Landscaping;

6. Within 10 days of completion of the Landscaping and acceptance by the Town, Town shall return the Landscape Deposit to Subdivider;

7. If at the end of the 180 day period the applicable Landscaping has not been completed and accepted by Town, Town may use the Landscape Deposit to the extent necessary to complete the Landscaping, provided Town will not be obligated to spend any Town funds to complete the applicable Landscaping in the event the Landscape Deposit is insufficient to fund completion; and

8. Town shall return to Subdivider any portion of the Landscape Deposit which remains after the Town has completed the Landscaping within 10 days after completion of such Landscaping.

**Section 7.** **Water Supply**. 198.66 SFE are required to meet the water demand requirements for the Subdivision, inclusive of the Lanterns Filing 2, Amendment No. 2 Plat (114.33 SFE identified in the previous SIA and 83.33 SFE for the aforementioned replat). 1198.66 SFE of the "Water Credit" provided in Article V of the Development Agreement have been applied to meet such water demand requirements (the "Subdivision Water Credit"). Town shall not require additional water rights or water resources as a condition to issuance of land use approvals within the Subdivision, so long as the aggregate

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water demand from development does not exceed the Subdivision Water Credit as computed in accordance with the Town Regulations.

To the extent that the water demand created by development on the Property (computed in accordance with Town Regulations), exceeds the Subdivision Water Credit, Subdivider must provide additional water resources computed in accordance with Town Regulations sufficient to meet the demand in excess of the initial Subdivision Water Credit.

Absent compliance with this section, Town may withhold development approvals or construction or building permits on the Property for any proposed use, which, after taking into account all previous development on the Property, that will create an aggregate water demand in excess of the Subdivision Water Credit (as the same may be subsequently augmented in accordance with this section). Should the Subdivision Water Credit not be fully utilized after full development of the Subdivision, the remaining SFE shall revert to the Lanterns Water Bank, as provided in the Development Agreement.

**Section 8.** **Water Efficiency Plan**. Pursuant to 5.08 of the Development Agreement, the Property is subject to a Water Efficiency Plan. The requirements under the Water Efficiency Plan shall be incorporated into all residential lot conveyance documents and the private covenants and restrictions for the Property. In the event Town Regulations contain more restrictive conservation measures than provided in the Water Efficiency Plan, the Town Regulations shall govern.

**Section 9.** **Crystal Valley Interchange Contribution**. Pursuant to 6.07 of the Development Agreement, and as of the recordation of this Agreement, Subdivider has paid $1,629,858.00, which constitutes the entire Interchange Assessment, as defined in the Development Agreement, via depositing said amount into an escrow account established in accordance with the terms of the Development Agreement.

**Section 10.** **Additional Transportation Improvements**. In the event any portion of the remaining property within the Lanterns PD is rezoned with a use that increases traffic counts, pursuant to an updated traffic impact analysis, (i) the conveyance of additional right of way, (ii) construction of additional transportation improvements, and (iii) addition contribution toward the Crystal Valley Interchange may be required as a condition to approval of such rezoning request. This provision shall be a requirement in all subdivision improvements agreements for the properties with the Lanterns PD.

**Section 11.** **Tyson Grave Site Improvements** Subdivider shall fence the Tyson Grave site within a wrought iron fence and place a plaque on the fence identifying the historic nature of the cemetery.

**Section 12.** **Water Conservation Regulations**. The landscaping of the Property shall conform to the Town's adopted water conservation requirements in effect at the time of the building permit application.

**Section 13.** **Construction Damage**. Subdivider shall be responsible for any extraordinary damage to existing roadways or public improvements internal to the Subdivision, resulting from the gross negligence of contractors working on the Improvements

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or private improvements. Subdivider may assign responsibility and liability for such construction damage to the builders within the Subdivision. Town consents to such assignment, without relieving Subdivider of the obligation to repair damage, in the event the assignee fails to do so as a result of construction traffic from the Subdivision. Provided however, where a third party assumes the role of Subdivider by applying for a public works permit and constructing public works for dedication to the Town, such third party shall be considered to be the Subdivider for purposes of this section and shall be responsible to the Town for construction damage.

**Section 14.** **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.

**Section 15.** **Default**. The following occurrences constitute a default by the Subdivider:

(a) failure to commence or complete construction of the Improvements within the time periods prescribed in Section 3, above;

(b) failure to cure the defective construction of any Improvements within the applicable cure period;

(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 of the noticed default(s) is not accomplished, Town shall thereafter be entitled to pursue its remedies against Subdivider.

**Section 16.** **Town's Rights Upon Default**. When any event of default occurs and has not been timely cured, the Town may:

(a) if the applicable Improvements have not been timely completed, call the Security in accordance with its terms, and apply the Security for the Remedial Work. Subdivider grants to Town and, if applicable, the surety, and their employees, agents and contractors, a non-exclusive right and easement to enter onto the Subdivision after an uncured default for the purpose of undertaking the Remedial Work;

(b) if Improvements have not been timely completed, withhold issuance of building permits, certificates of occupancy and tap connections for which the Improvements have not been completed or accepted;

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(c) record a notice of non-compliance with this Agreement in the Records to provide record notice of Subdivider's default, which notice shall promptly be released by Town upon cure of the default; and

(d) bring suit against Subdivider for money damages and/or equitable relief for breach of this Agreement.

**Section 17.** **Indemnification.** Subdivider indemnifies and holds Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of construction or repair of the Improvements by Subdivider.

**Section 18.** **No Waiver**. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Subdivider, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute approval of any wrongful act by the Subdivider or the acceptance of any Improvement.

**Section 19.** **Attorney's Fees**. Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court awards relief to both parties, each will bear its own costs in their entirety.

**Section 20.** **Notice**. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or by facsimile, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested and addressed as follows:

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

If to Subdivider:
Lanterns CFC LLC
Lanterns KDC LLC
Lanterns SLC LLC
12460 1st Street
PO Box 247
Eastlake, CO 80614-0247

Toll Southwest, LLC
10 Inverness Drive East
Englewood, CO 80112

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Lanterns KDC LLC
Lanterns SLC LLC
12460 1st Street
PO Box 247
Eastlake, CO 80614-0247

Toll Southwest, LLC
10 Inverness Drive East
Englewood, CO 80112

**Section 21.** **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 22.** **Immunity.** DS Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity under any applicable state law.

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**ATTEST:** **TOWN OF CASTLE ROCK**

DocuSigned by: Lisa Anderson
298A8A4FDEF34AE...
Lisa Anderson, Town Clerk

DocuSigned by: David L. Corliss
1BB5457CFF75414...
David L. Corliss, Town Manager

**Approved as to form:**

DocuSigned by: Michael J. Hyman
F7347F32A6794D1...
Michael J. Hyman, Town Attorney

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

DSThe foregoing instrument was acknowledged before me this 21st day of April, 2021 by Lisa Anderson as Town Clerk and David L. Corliss as Town Manager for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: 9/30/2024. DAN#20084033388-804289

(SEAL)
SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

DocuSigned by: Shannon Eklund
2D2E9A8FE54D4A3...
Notary Public

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**SUBDIVIDER:**

**LANTERNS CFC LLC**
a Colorado limited liability company

By: _____

Its: _____

**STATE OF** Colorado )
) **ss.**
**COUNTY OF** Adams )

The foregoing instrument was acknowledged before me this 10th day of March, 2021 by Clay Carlson as Manager for Lanterns CFC LLC, a Colorado limited liability company.

Witness my official hand and seal.
My commission expires: 02/09/2024.

(SEAL)

JENNY L MOORE
Notary Public
State of Colorado
Notary ID # 20004003852
My Commission Expires 02-09-2024

Notary Public

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**LANTERNS KDC LLC**
a Colorado limited liability company

By: _____

Its: Manager

**STATE OF** Colorado )
) **ss.**
**COUNTY OF** Adams )

The foregoing instrument was acknowledged before me this 10th day of March, 2021 by Kent D Carlson as Manager for Lanterns KDC LLC, a Colorado limited liability company.

Witness my official hand and seal.
My commission expires: 02/09/2024.

(SEAL)

_____
Notary Public

JENNY L MOORE
Notary Public
State of Colorado
Notary ID # 20004003862
My Commission Expires 02-09-2024

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**LANTERNS SLC LLC**
a Colorado limited liability company

By: _____

Its: _____

**STATE OF** Colorado )
) **ss.**
**COUNTY OF** Adams )

The foregoing instrument was acknowledged before me this 10th day of March, 2021 by Scott L Carlson as Manager for Lanterns SLC LLC, a Colorado limited liability company.

Witness my official hand and seal.
My commission expires: 02/09/2024

(S.E.A.L.)

JENNY L MOORE
Notary Public
State of Colorado
Notary ID # 20004003852
My Commission Expires 02-09-2024

Notary Public

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**LANTERNS RLC LLC**
a Colorado limited liability company

By: _____

Its: Manager

**STATE OF** Colorado )
) **ss.**
**COUNTY OF** Adams )

The foregoing instrument was acknowledged before me this 10th day of March, 2021 by Ryan L Carlson as Manager for Lanterns RLC LLC, a Colorado limited liability company.

Witness my official hand and seal.
My commission expires: 02/09/2024

(SEAL)
JENNY L MOORE
Notary Public
State of Colorado
Notary ID # 20004003852
My Commission Expires 02-09-2024

Notary Public

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**TOLL SOUTHWEST, LLC**, a
Delaware limited liability company

By: _____

Its: GROUP PRESIDENT

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

The foregoing instrument was acknowledged before me this 5 day of March, 2021 by Mark Bailey as Group President forToll Southwest, LLC, a Delaware limited liability company.

Witness my official hand and seal.
My commission expires: 8/16/2022

(SEAL)

_____
Notary Public

ANGELA BLEVINS
Notary Public
State of Colorado
Notary ID # 20184032749
My Commission Expires 08-16-2022

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# EXHIBIT 1A

## LEGAL DESCRIPTION

AN IRREGULAR PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, SECTION 26, AND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, AND CONSIDERING THE EAST LINE THEREOF TO BEAR S00°09'41"W; THENCE ALONG SAID EAST LINE S00°09'41"W, A DISTANCE OF 642.48 FEET; THENCE S46°19'43"W, A DISTANCE OF 151.21 FEET; THENCE ALONG THE NORTHWESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO 2006012500 OF THE DOUGLAS COUNTY RECORDS N43°40'17"W, A DISTANCE OF 9.50 FEET TO THE POINT OF BEGINNING;

THENCE S43°40'17"E, A DISTANCE OF 79.05 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 194.24 FEET AND A CENTRAL ANGLE OF 20°27'32" (THE CHORD OF WHICH BEARS S23°16'16"W, 68.99 FEET), 69.36 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 298.00 FEET AND A CENTRAL ANGLE OF 37°59'56" (THE CHORD OF WHICH BEARS S22°58'33"W, 194.03 FEET), 197.64 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S41°58'31"W, A DISTANCE OF 112.71 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 144.00 FEET AND A CENTRAL ANGLE OF 01°18'17", 3.28 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S17°37'19"W, A DISTANCE OF 182.00 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 90°00'00", 13.35 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S72°22'41"E, A DISTANCE OF 11.00 FEET;
THENCE S17°37'19"W, A DISTANCE OF 77.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 90°00'00" (THE CHORD OF WHICH BEARS S62°37'19"W, 12.02 FEET), 13.35 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S17°37'19"W, A DISTANCE OF 90.42 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 243.65 FEET AND A CENTRAL ANGLE OF 12°14'28" (THE CHORD OF WHICH BEARS S09°52'32"W, 51.96 FEET), 52.06 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 160.86 FEET AND A CENTRAL ANGLE OF 30°21'36" (THE CHORD OF WHICH BEARS S22°15'29"W, 84.24 FEET), 85.23 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 184.00 FEET AND A CENTRAL ANGLE OF 22°49'41" (THE CHORD OF WHICH BEARS S24°53'26"W, 72.83 FEET), 73.31 FEET;
THENCE S12°54'46"W, A DISTANCE OF 45.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 122.76 FEET AND A CENTRAL ANGLE OF 31°11'04" (THE CHORD OF WHICH BEARS S02°26'46"E, 65.99 FEET), 66.81 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 157.41 FEET AND A CENTRAL ANGLE OF 43°36'00" (THE CHORD OF WHICH BEARS S03°19'25"W, 116.92 FEET), 119.79 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 113.09 FEET AND A CENTRAL ANGLE OF 76°16'09" (THE CHORD OF WHICH BEARS S12°45'47"E, 139.67 FEET), 150.54 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 172.00 FEET AND A CENTRAL ANGLE OF 39°36'45" (THE CHORD OF WHICH BEARS S31°08'05"E, 116.56 FEET), 118.92 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 29°14'47", 140.37 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 142.75 FEET AND A CENTRAL ANGLE OF 61°33'14" (THE CHORD OF WHICH BEARS S09°27'34"E, 146.09 FEET), 153.36 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 95.30 FEET AND A CENTRAL ANGLE OF 25°06'42" (THE CHORD OF WHICH BEARS S07°44'05"W, 41.43 FEET), 41.77 FEET;
THENCE S05°04'25"E, A DISTANCE OF 13.22 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 327.50 FEET AND A CENTRAL ANGLE OF 45°32'33" (THE CHORD OF WHICH BEARS S26°54'15"E, 253.52 FEET), 260.32 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S49°40'31"E, A DISTANCE OF 457.35 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 285.00 FEET AND A CENTRAL ANGLE OF 24°00'55", 119.46 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 156.00 FEET AND A CENTRAL ANGLE OF 34°46'41", 94.69 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 344.00 FEET AND A CENTRAL ANGLE OF 37°23'50", 224.53 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S76°18'36"E, A DISTANCE OF 157.14 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 278.50 FEET AND A CENTRAL ANGLE

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Legal Description Continued:

OF 10°18'26", 50.10 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 91.50 FEET AND A CENTRAL ANGLE OF 27°20'05", 43.65 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 294.00 FEET AND A CENTRAL ANGLE OF 30°43'03", 157.62 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N90°00'00"E, A DISTANCE OF 192.53 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 504.00 FEET AND A CENTRAL ANGLE OF 29°09'05", 256.43 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S60°50'55"E, A DISTANCE OF 285.36 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 55°26'23" (THE CHORD OF WHICH BEARS N56°52'17"E, 7.91 FEET), 8.22 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N29°09'05"E, A DISTANCE OF 5.00 FEET;
THENCE S60°50'55"E, A DISTANCE OF 77.00 FEET;
THENCE S29°09'05"W, A DISTANCE OF 5.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 61°45'37" (THE CHORD OF WHICH BEARS S01°34'43"E, 8.73 FEET), 9.16 FEET;
THENCE S60°50'55"E, A DISTANCE OF 244.36 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 511.50 FEET AND A CENTRAL ANGLE OF 11°17'32", 100.81 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 32°39'03", 96.88 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 238.65 FEET AND A CENTRAL ANGLE OF 24°42'02", 102.88 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET AND A CENTRAL ANGLE OF 24°15'21", 82.55 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 496.50 FEET AND A CENTRAL ANGLE OF 04°04'58", 35.38 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 86°49'37", 12.88 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N15°15'24"W, A DISTANCE OF 15.00 FEET;
THENCE N74°44'36"E, A DISTANCE OF 77.00 FEET;
THENCE S15°15'24"E, A DISTANCE OF 2.72 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 93°12'22", 13.83 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N71°32'14"E, A DISTANCE OF 39.51 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 242.62 FEET AND A CENTRAL ANGLE OF 12°44'25", 53.95 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N84°16'39"E, A DISTANCE OF 14.78 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 17°49'34", 116.67 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 603.36 FEET AND A CENTRAL ANGLE OF 14°01'33", 147.70 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 331.48 FEET AND A CENTRAL ANGLE OF 25°58'40", 150.29 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 458.75 FEET AND A CENTRAL ANGLE OF 10°12'39", 81.76 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°34'24", 108.28 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 801.89 FEET AND A CENTRAL ANGLE OF 14°57'55", 209.45 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 294.44 FEET AND A CENTRAL ANGLE OF 27°44'37", 142.57 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N88°42'32"E, A DISTANCE OF 9.14 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 168.52 FEET AND A CENTRAL ANGLE OF 03°29'42", 10.28 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N85°12'50"E, A DISTANCE OF 382.37 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 194.00 FEET AND A CENTRAL ANGLE OF 05°06'56", 17.32 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N80°05'54"E, A DISTANCE OF 116.30 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 306.00 FEET AND A CENTRAL ANGLE OF 14°13'34", 75.98 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S85°40'32"E, A DISTANCE OF 38.41 FEET;
THENCE N84°21'11"E, A DISTANCE OF 53.18 FEET;
THENCE N76°57'40"E, A DISTANCE OF 78.30 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 7.50 FEET AND A CENTRAL ANGLE OF 95°17'14" (THE CHORD OF WHICH BEARS S60°40'57"E, 11.08 FEET), 12.47 FEET TO A POINT OF COMPOUND CURVE;

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## Legal Description Continued:

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 404.50 FEET AND A CENTRAL ANGLE OF 11°41'05", 82.49 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N59°59'21"E, A DISTANCE OF 26.47 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 277.50 FEET AND A CENTRAL ANGLE OF 27°33'54", 133.51 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 92.50 FEET AND A CENTRAL ANGLE OF 44°33'57", 71.95 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N76°59'24"E, A DISTANCE OF 12.22 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET AND A CENTRAL ANGLE OF 73°04'58", 176.02 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N03°54'26"E, A DISTANCE OF 59.90 FEET;
THENCE N82°43'49"W, A DISTANCE OF 14.76 FEET;
THENCE N07°16'11"E, A DISTANCE OF 78.76 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 95°45'38" (THE CHORD OF WHICH BEARS N47°52'49"E, 12.61 FEET), 14.21 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N00°00'00"E, A DISTANCE OF 118.88 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 144.00 FEET AND A CENTRAL ANGLE OF 19°42'12", 49.52 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 214.00 FEET AND A CENTRAL ANGLE OF 32°00'49", 119.57 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 395.00 FEET AND A CENTRAL ANGLE OF 19°22'12", 133.54 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N07°03'35"W, A DISTANCE OF 107.26 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 306.00 FEET AND A CENTRAL ANGLE OF 15°29'06", 82.70 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N08°25'31"E, A DISTANCE OF 160.46 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 436.25 FEET AND A CENTRAL ANGLE OF 66°48'44" (THE CHORD OF WHICH BEARS N44°49'46"W, 480.37 FEET), 508.71 FEET;
THENCE N79°22'35"W, A DISTANCE OF 182.05 FEET;
THENCE N81°50'26"W, A DISTANCE OF 231.20 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 158.50 FEET AND A CENTRAL ANGLE OF 12°00'09" (THE CHORD OF WHICH BEARS N88°24'35"W, 33.14 FEET), 33.20 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 283.86 FEET AND A CENTRAL ANGLE OF 27°07'48" (THE CHORD OF WHICH BEARS N80°19'53"W, 133.16 FEET), 134.41 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 07°54'00", 46.88 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 538.50 FEET AND A CENTRAL ANGLE OF 08°05'27", 76.04 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N66°34'31"W, A DISTANCE OF 167.62 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 90°00'00", 13.35 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S23°25'29"W, A DISTANCE OF 20.00 FEET;
THENCE N66°34'31"W, A DISTANCE OF 77.00 FEET;
THENCE N23°25'29"E, A DISTANCE OF 5.00 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 90°00'00", 13.35 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 790.33 FEET AND A CENTRAL ANGLE OF 03°04'29", 42.41 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 520.84 FEET AND A CENTRAL ANGLE OF 14°51'31" (THE CHORD OF WHICH BEARS N75°23'36"W, 134.69 FEET), 135.07 FEET TO A POINT OF REVERSE CURVE;

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THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 279.00 FEET AND A CENTRAL ANGLE OF 24°35'38", 119.76 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S67°26'32"W, A DISTANCE OF 112.16 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 345.00 FEET AND A CENTRAL ANGLE OF 06°33'16", 39.47 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N86°00'13"W, A DISTANCE OF 106.48 FEET;
THENCE N86°46'12"W, A DISTANCE OF 232.55 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 142.00 FEET AND A CENTRAL ANGLE OF 16°15'12", 40.28 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 180.50 FEET AND A CENTRAL ANGLE OF 38°01'33" (THE CHORD OF WHICH BEARS N84°06'47"W, 117.61 FEET), 119.79 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 257.86 FEET AND A CENTRAL ANGLE OF 11°56'46" (THE CHORD OF WHICH BEARS S86°56'05"W, 53.67 FEET), 53.76 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 100°08'19" (THE CHORD OF WHICH BEARS S31°04'23"W, 13.04 FEET), 14.86 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S18°59'47"E, A DISTANCE OF 8.54 FEET;
THENCE S71°00'13"W, A DISTANCE OF 77.00 FEET;
THENCE N18°59'47"W, A DISTANCE OF 3.00 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 96°37'40", 14.34 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S64°22'34"W, A DISTANCE OF 118.75 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 144.00 FEET AND A CENTRAL ANGLE OF 07°56'17", 19.95 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S56°26'16"W, A DISTANCE OF 42.62 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 86.00 FEET AND A CENTRAL ANGLE OF 40°46'29", 61.20 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N82°47'14"W, A DISTANCE OF 72.03 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 344.00 FEET AND A CENTRAL ANGLE OF 04°10'19", 25.05 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 379.50 FEET AND A CENTRAL ANGLE OF 40°02'09", 265.18 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 88°28'45" (THE CHORD OF WHICH BEARS S88°48'56"W, 11.86 FEET), 13.13 FEET;
THENCE S44°33'16"W, A DISTANCE OF 3.19 FEET;
THENCE N45°26'44"W, A DISTANCE OF 76.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 9.44 FEET AND A CENTRAL ANGLE OF 72°25'37" (THE CHORD OF WHICH BEARS N08°35'14"E, 11.16 FEET), 11.94 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N27°22'48"W, A DISTANCE OF 64.55 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 241.00 FEET AND A CENTRAL ANGLE OF 35°35'56", 149.74 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N08°13'08"E, A DISTANCE OF 152.12 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 441.00 FEET AND A CENTRAL ANGLE OF 31°27'38" (THE CHORD OF WHICH BEARS N15°29'16"W, 239.12 FEET), 242.15 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26;
THENCE ALONG SAID NORTH LINE S89°50'08"E, A DISTANCE OF 96.26 FEET;
THENCE S26°53'16"E, A DISTANCE OF 47.55 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 373.00 FEET AND A CENTRAL ANGLE OF 43°23'21", 282.47 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 45°07'59", 126.03 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 08°47'17", 44.48 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 189.00 FEET AND A CENTRAL ANGLE OF 21°57'20", 72.42 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S41°47'57"E, A DISTANCE OF 24.02 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 254.00 FEET AND A CENTRAL ANGLE OF 71°27'07", 316.75 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 06°35'00", 57.45 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N73°19'55"E, A DISTANCE OF 58.34 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 04°43'13", 21.42 FEET;

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## Legal Description Continued:

THENCE N63°35'52"E, A DISTANCE OF 49.27 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 27°11'42" (THE CHORD OF WHICH BEARS N05°14'40"W, 4.00 FEET), 4.03 FEET;
THENCE N18°59'47"W, A DISTANCE OF 11.07 FEET;
THENCE N71°00'13"E, A DISTANCE OF 77.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 83°02'33" (THE CHORD OF WHICH BEARS S60°31'03"E, 11.27 FEET), 12.32 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 379.50 FEET AND A CENTRAL ANGLE OF 15°16'08", 101.13 FEET TO A POINT OF TANGENT;

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# EXHIBIT 1B

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 27 AND THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT AR, THE LANTERNS FILING NO. 2, FINAL PLAT, AS RECORDED AT RECEPTION NO. 2019085015, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

THE ABOVE DESCRIBED PARCEL CONTAINS A CALCULATED AREA OF 1,063,989 SQUARE FEET OR 24.426 ACRES, MORE OR LESS.

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(Exemplar – Not for Execution)

**EXHIBIT 2**
**PUBLIC IMPROVEMENTS CONVEYANCE AND INITIAL ACCEPTANCE**

**TRANSFEROR:**

**TRANSFEREE:** Town of Castle Rock, a municipal corporation ("Town")
100 Wilcox Street
Castle Rock, Colorado 80104

Transferor has caused to be constructed certain public improvements and facilities described in the attached **Exhibit A** (the "Improvements"), as required by Town to serve the Lanterns Filing No. 2 subdivision. Town will assume the obligation for maintenance and operation of the Improvements, located in rights-of-way, easements or other real property owned by Town, upon the conveyance of the Improvements to Town.

THEREFORE, Transferor grants, conveys and transfers to Town all its interest (real or personal) and title to the Improvements subject to the following:

1. Transferor warrants to Town that Transferor has a good title to the Improvements, free and clear of any lien, claim or right of any third party in or to the Improvements, and Transferor will defend Town's title to the Improvements against the claim of any third party.

2. Transferor warrants that the Improvements are located within the easement, right-of-way or other real property interest designated by the Town for siting of the Improvements. Town acknowledges receipt of as-built drawings of the Improvements dated _____.

3. Transferor warrants that, as constructed, all Improvements are in conformance with the current Town of Castle Rock standards and the approved construction plans, and are free from defects in design, material or workmanship. This warranty is for the period prescribed in Title 15 of the Town's Municipal Code commencing with the date of acceptance made below.

4. Transferor represents that the approximate amount of direct costs of construction of the Improvements (excluding engineering, financing, insurance, etc.), as determined in accordance with usual and customary construction accounting practices is as follows:

Water _____

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| | |
|---|---|
| Wastewater | _____ |
| Stormwater | _____ |
| Streets | _____ |
| Parks and recreation | _____ |
| TOTAL | _____ |

5. Transferor concurrently submits to Town the surety attached as **Exhibit B** in the amount of 15% of the above total to secure Transferor's warranty obligation on the Improvements.

TRANSFEROR:

By: _____

Its: _____

ACCORDINGLY, Town accepts for ownership and maintenance of the Improvements effective _____, 20__.

TOWN OF CASTLE ROCK

_____

Engineering Division

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