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**LANTERNS FILING NO. 8
SUBDIVISION IMPROVEMENTS AGREEMENT**

DATE: June 1st, 2022.

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,
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”).

RECITALS:

A. Subdivider desires to plat certain property as the Lanterns Filing No. 8 subdivision (“Subdivision”), more particularly described in the attached *Exhibit 1* (“Property”).

B. 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.

C. 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:

AGR21-0040

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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 Lanterns Filing No. 8 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 as further amended via the Lanterns First Amendment to the Lanterns Amended and Restated Development Agreement dated December 17, 2019, recorded in the Records on May 8, 2020 at Reception No. 20200038545.

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.

Lanterns PD: the Lanterns PDP, 4th Amendment recorded in the Records on May 8, 2020 at Reception No. 2020038452.

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.

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SFE: 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.

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

Subdivision: the Lanterns Filing No. 8 subdivision.

Town Regulations: the Town Charter, Code, ordinances, resolutions, rules and regulations, and technical design criteria manuals, as the same may be amended from time to time. 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.

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 Director 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 such acceptance, release of Security and issuance of building permits and certificates of occupancy shall be addresses 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

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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.

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.

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

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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 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 or tracts on 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

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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. Landscape Maintenance. Pursuant to Section 7.05 of the Development Agreement, Subdivider shall have the sole 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 Subdivider and to the standard for maintenance established by the Town of Castle Rock Landscape and Irrigation Manual Criteria Section 4.7, as amended. Subdivider's maintenance obligation includes procurement of water services from the Town and payment of maintenance obligations to a community association or to the District.

Section 8. Water Supply. Town has determined that a total of 120.33 SFE are required to meet the water demand requirements (117 single-family residential lots and one 1.5" irrigation meters) for the Subdivision. Accordingly, 120.33 SFE of the "Water Credit" provided for in Section 5.03 of the Development Agreement have been applied to the Lanterns Water Bank 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 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 9. Water Efficiency Plan. Pursuant to Section 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

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more restrictive conservation measures than provided in the Water Efficiency Plan, the Town Regulations shall govern.

Section 10. Pond C Completion. Portions of the Subdivision drain to an offsite pond ("Pond C") as shown on *Exhibit 3*. Initial acceptance of the Improvements is contingent upon substantial completion of the required modifications to convert Pond C from an interim pond to its fully developed condition. No building permits will be released, including for model homes, until Pond C is substantially completed and initially accepted by the Town, in the Town's sole discretion.

Section 11. Pond F Completion. Initial acceptance of the Improvements is contingent upon substantial completion of Pond F in Lanterns Filing 4. No building permits will be released, including for model homes, until Pond F is substantially completed and initially accepted by the Town, in the Town's sole discretion.

Section 12. 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 13. 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 14. 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 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 15. 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.

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Section 16. 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 17. 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;
- (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 18. 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.

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LANTERNS KDC LLC
a Colorado limited liability company

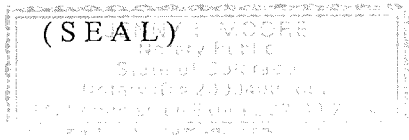
By: _____

Its: _____

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 26th day of May, 2022 by Paul 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



J. Moore
Notary Public

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Exhibit 1

PROPERTY LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Douglas, State of Colorado, and is described as follows:

A PARCEL OF LAND LOCATED IN THE EAST HALF (E1/2) OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 26, BEING MONUMENTED BY A NO. 6 REBAR WITH 2.5" ALUMINUM CAP, PLS 6935, AND ASSUMING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 3" ALUMINUM CAP, COLORADO PLS 6935, BEARS NORTH 89°50'08" WEST, 2627.39 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°43'35" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 267.19 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING FORTY THREE (43) COURSES;

1. SOUTH 89°49'35" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2359.74 FEET TO THE NORTHEAST CORNER THEREOF;

2. SOUTH 00°31'13" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 2650.60 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 26;

3. SOUTH 00°29'22" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 51.40 FEET TO A POINT ON THE BOUNDARY OF THE LANTERNS, FILING NO. 4 AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2020128470;

4. NORTH 86°29'16" WEST, ALONG SAID BOUNDARY A DISTANCE OF 335.06 FEET;

5. CONTINUING ALONG SAID BOUNDARY NORTH 49°22'41" WEST, A DISTANCE OF 456.78 FEET TO A POINT ON THE BOUNDARY OF LANTERNS, FILING NO. 1, RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2019064453;

THENCE THE FOLLOWING THIRTY FOUR (34) COURSES TO FOLLOW SAID FILING NO. 1 BOUNDARY;

6. NORTH 32°37'34" EAST, A DISTANCE OF 90.42 FEET, TO A POINT OF CURVATURE;

7. NORTHEASTERLY A DISTANCE OF 175.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 421.10 FEET, A CENTRAL ANGLE OF 23°54'47", A CHORD BEARING OF NORTH 16°55'37" EAST, AND A CHORD LENGTH OF 174.48 FEET, TO A POINT OF NONTANGENTIAL CURVATURE;

8. NORTHEASTERLY A DISTANCE OF 11.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 7.50 FEET, A CENTRAL ANGLE OF 88°54'58", A CHORD BEARING OF NORTH 49°57'34" EAST, AND A CHORD LENGTH OF 10.51 FEET TO A POINT OF NONTANGENCY;

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9. NORTH 04°25'02" EAST, A DISTANCE OF 78.00 FEET, TO A POINT OF NONTANGENTIAL CURVATURE;
10. NORTHWESTERLY A DISTANCE OF 5.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 236.50 FEET, A CENTRAL ANGLE OF 01°22'32", A CHORD BEARING OF NORTH 84°53'42" WEST, AND A CHORD LENGTH OF 5.68 FEET, TO A POINT OF A CURVATURE;
11. NORTHWESTERLY A DISTANCE OF 12.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 8.50 FEET, A CENTRAL ANGLE OF 84°12'26", A CHORD BEARING OF NORTH 42°06'13" WEST, AND A CHORD LENGTH OF 11.40 FEET TO A POINT OF TANGENCY;
12. NORTH 00°00'00" EAST, A DISTANCE OF 157.01 FEET, TO A POINT OF CURVATURE;
13. NORTHEASTERLY A DISTANCE OF 46.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 585.00 FEET, A CENTRAL ANGLE OF 04°35'22", A CHORD BEARING OF NORTH 02°17'41" EAST, AND A CHORD LENGTH OF 46.85 FEET, TO A POINT OF REVERSE CURVATURE;
14. NORTHWESTERLY A DISTANCE OF 118.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 652.15 FEET, A CENTRAL ANGLE OF 10°23'06", A CHORD BEARING OF NORTH 00°36'11" WEST, AND A CHORD LENGTH OF 118.04 FEET TO A POINT OF REVERSE CURVATURE;
15. NORTHEASTERLY A DISTANCE OF 98.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 352.07 FEET, A CENTRAL ANGLE OF 16°04'15", A CHORD BEARING OF NORTH 02°14'23" EAST, AND A CHORD LENGTH OF 98.43 FEET, TO A POINT OF REVERSE CURVATURE;
16. NORTHWESTERLY A DISTANCE OF 233.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 552.00 FEET, A CENTRAL ANGLE OF 24°15'57", A CHORD BEARING OF NORTH 01°51'28" WEST, AND A CHORD LENGTH OF 232.04 FEET, TO A POINT OF REVERSE CURVATURE;
17. NORTHWESTERLY A DISTANCE OF 65.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 268.25 FEET, A CENTRAL ANGLE OF 13°59'27", A CHORD BEARING OF NORTH 06°59'43" WEST, AND A CHORD LENGTH OF 65.34 FEET, TO A POINT OF REVERSE CURVATURE;
18. NORTHWESTERLY A DISTANCE OF 299.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 502.50 FEET, A CENTRAL ANGLE OF 34°07'35", A CHORD BEARING OF NORTH 17°03'48" WEST, AND A CHORD LENGTH OF 294.89 FEET, TO A POINT OF REVERSE CURVATURE;
19. NORTHEASTERLY A DISTANCE OF 12.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 8.50 FEET, A CENTRAL ANGLE OF 84°23'03", A CHORD BEARING OF NORTH 08°03'56" EAST, AND A CHORD LENGTH OF 11.42 FEET TO A POINT OF TANGENCY;
20. NORTH 50°15'28" EAST, A DISTANCE OF 5.50 FEET;
21. NORTH 39°44'32" WEST, A DISTANCE OF 77.00 FEET;
22. SOUTH 50°15'28" WEST, A DISTANCE OF 7.37 FEET, TO A POINT OF CURVATURE;
23. NORTHWESTERLY A DISTANCE OF 16.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 27°58'09", A CHORD BEARING OF NORTH 59°24'12" WEST, AND A CHORD LENGTH OF 15.95 FEET, TO A POINT OF CURVATURE;
24. NORTHWESTERLY A DISTANCE OF 320.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 36°40'29", A CHORD BEARING OF NORTH 63°45'20" WEST, AND A CHORD LENGTH OF 314.61 FEET TO A POINT OF TANGENCY;
25. NORTH 81°53'39" WEST, A DISTANCE OF 277.67 FEET, TO A POINT OF CURVATURE;

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26. NORTHWESTERLY A DISTANCE OF 11.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 173.75 FEET, A CENTRAL ANGLE OF 03°45'32", A CHORD BEARING OF NORTH 80°00'52" WEST, AND A CHORD LENGTH OF 11.40 FEET TO A POINT OF TANGENCY;

27. NORTH 78°08'06" WEST, A DISTANCE OF 154.92 FEET, TO A POINT OF CURVATURE;

28. NORTHWESTERLY A DISTANCE OF 14.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 218.50 FEET, A CENTRAL ANGLE OF 03°45'32", A CHORD BEARING OF NORTH 80°00'52" WEST, AND A CHORD LENGTH OF 14.33 FEET TO A POINT OF TANGENCY;

29. NORTH 81°53'39" WEST, A DISTANCE OF 80.13 FEET, TO A POINT OF CURVATURE;

30. NORTHWESTERLY A DISTANCE OF 120.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 449.50 FEET, A CENTRAL ANGLE OF 15°19'08", A CHORD BEARING OF NORTH 74°14'05" WEST, AND A CHORD LENGTH OF 119.82 FEET TO A POINT OF TANGENCY;

31. NORTH 66°34'31" WEST, A DISTANCE OF 259.46 FEET, TO A POINT OF CURVATURE;

32. NORTHWESTERLY A DISTANCE OF 45.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 238.50 FEET, A CENTRAL ANGLE OF 10°58'21", A CHORD BEARING OF NORTH 72°03'42" WEST, AND A CHORD LENGTH OF 45.60 FEET TO A POINT OF TANGENCY;

33. NORTH 77°32'52" WEST, A DISTANCE OF 109.37 FEET, TO A POINT OF CURVATURE;

34. NORTHWESTERLY A DISTANCE OF 116.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 933.43 FEET, A CENTRAL ANGLE OF 07°07'35", A CHORD BEARING OF NORTH 81°25'05" WEST, AND A CHORD LENGTH OF 116.02 FEET TO A POINT OF TANGENCY;

35. NORTH 82°58'34" WEST, A DISTANCE OF 151.71 FEET;

36. NORTH 86°46'12" WEST, A DISTANCE OF 165.92 FEET, TO A POINT OF CURVATURE;

37. NORTHWESTERLY A DISTANCE OF 13.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 8.50 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 41°46'12" WEST, AND A CHORD LENGTH OF 12.02 FEET TO A POINT OF TANGENCY;

38. NORTH 03°13'48" EAST, A DISTANCE OF 8.32 FEET;

39. NORTH 86°46'12" WEST, A DISTANCE OF 16.00 FEET TO A POINT ON THE BOUNDARY OF THE LANTERNS, FILING NO. 2;

THENCE THE FOLLOWING FOUR (4) COURSES TO FOLLOW SAID FILING NO. 2 BOUNDARY;

40. NORTH 03°13'48" EAST, A DISTANCE OF 12.68 FEET;

41. SOUTH 86°46'12" EAST, A DISTANCE OF 120.00 FEET;

42. NORTH 03°13'48" EAST, A DISTANCE OF 117.01 FEET;

43. NORTH 00°10'25" EAST, A DISTANCE OF 392.90 FEET, TO THE POINT OF BEGINNING.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE

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ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

ABOVE LEGAL DESCRIPTION PREPARED BY:

PATRICK M. STEENBURG P.L.S. 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

For informational purposes only: APN(s): 2505-261-00-013, 2505-261-01-011, 2505-261-00-008,
2505-261-00-006, 2505-261-00-016, 2505-261-00-017, 2505-261-01-
006 and 2505-261-01-010

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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. 8. 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 _____

Wastewater _____

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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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**EXHIBIT A
DESCRIPTION OF THE IMPROVEMENTS TO BE CONVEYED**

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(Exemplar – Not for Execution)

**EXHIBIT B
SURETY**

(Exemplar – Not for Execution)
