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**STORQUEST-LIGGETT ROAD
SUBDIVISION IMPROVEMENTS AGREEMENT**

DATE: March 23, 2022.

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

2633 LIGGETT SP, LLC, a Delaware limited liability company, c/o William Warren Properties, Inc., PO Box 2034, Santa Monica, CA 90406 (“Subdivider”).

RECITALS:

A. Subdivider desires to plat certain property as the Storquest-Liggett Road subdivision (“Subdivision”), more particularly described in the attached *Exhibit 2* (“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.

D. BOKF, N.A., (“Mortgagee”) is the beneficiary of a Deed of Trust granted by Subdivider, which Deed of Trust is currently a lien on the Property. In the Lienholder’s Subordination, attached hereto and incorporated herein as *Exhibit 1*, Mortgagee has agreed to subordinate its lien and interest in the Property to the terms and conditions of this 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 Storquest-Liggett Road Subdivision Improvements Agreement.

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Code: the Castle Rock Municipal Code, as amended.

Development Agreement: the Storquest-Liggett Road Annexation and Development Agreement dated September 21, 2021, recorded in the Records on February 10, 2022 at Reception No. 2022010398.

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.

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 2*.

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

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 Storquest-Liggett Road subdivision.

System Development Fees: the fees and charges imposed under Title 13 of the Code as a condition to connection to the Town's water, wastewater, and stormwater drainage systems.

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

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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 (1) 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 (1) 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 six (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 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 their 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 five (5) working days of the date Subdivider requests final inspection, and Town shall notify Subdivider of non-conforming work within five (5) working days after the inspection is made. Subdivider shall have thirty (30) days from the date of receipt of Town's inspection report to remedy the non-conforming

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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 3*. 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 sixty (60) days beyond the Completion Date. "Completion Date" shall mean the date the Town gives initial acceptance for the Improvements. Any Security which has a term expiring on or before sixty (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 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:

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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. A total of 4.33 SFE are required to meet the water demand requirements for the Subdivision. As of the time of this Agreement, 2.67 SFE of the "Water Credit" provided in the Development Agreement have been applied to meet such water demand requirements (the "Subdivision Water Credit"). The Subdivision requires 1.66 SFE in addition to the existing Subdivision Water Credit to meet the anticipated water demands. Pursuant to the Development Agreement, Subdivider paid cash-in-lieu in the amount of \$2,353.00 on January 27, 2022 (which equates to 1.66 SFE), to satisfy the outstanding water demand requirements on the Property.

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.

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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 Storquest-Liggett Road Water Bank, as provided in the Development Agreement.

Section 8. Well Abandonment. Subdivider shall abandon the onsite well as shown in *Exhibit 4*, in accordance with State requirements. Subdivider shall provide notice to the Town of the successful completion of the abandonment process, including a copy of the Well Abandonment Report filed with the State Engineer, prior to the issuance of any certificates of occupancy on the Property.

Section 9 Water Rights Conveyance. Pursuant to Section 4.06 of the Development Agreement, Subdivider shall convey all water rights on the Property prior to commencing development on the Property.

Section 10. Frontage Road Improvements. Subdivider shall design and construct frontage road improvements on Liggett Road, including but not limited to: curb and gutter, travel lanes, turn lanes, curb ramps, street lights, lane striping, storm sewer and pavement transitions as necessary to transition into existing lanes north and south of the Property; and sidewalks, except for the portions of sidewalk at the north and south ends of the Property, as depicted on *Exhibit 5* attached hereto, for which Subdivider paid cash-in-lieu of construction in the amount of \$14,651.90 on January 27, 2022, at the time of first Plat on the Property.

Section 11. Liggett Road Resurfacing. Due to anticipated development on the Property, Subdivider acknowledges that project traffic will primarily utilize and impact the pavement of Liggett Road, in addition to pavement degradation resulting from the installation of subsurface utilities required to service the Property. Therefore, Subdivider shall be required, at its sole expense, to mill and overlay Liggett Road after the installation of said utilities for the westerly half of the street on the Property's frontage and transition tapers as shown in *Exhibit 6* prior to the issuance initial acceptance of the public improvements by the Town on the Property. The depth of the mill and overlay shall not exceed three inches (3") or at a depth as approved by the Town, in its sole discretion.

Section 12. Access to Private Driveway. Pursuant the Development Agreement, upon written direction of the Town, Subdivider, at its sole expense, shall grant access, including such public access easements across Subdivider's property as may be necessary, to the private driveway to those properties located adjacent to the western and southern project boundaries as shown on *Exhibit 7* at such time as said properties initially develop. The Town will, to the extent feasible, make a good faith

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effort to recoup pro-rata driveway costs from the adjacent properties pursuant to development of said adjacent properties.

Section 13. North Access to Property. The proposed north access to the site does not meet the Town criteria for access spacing. With the approval of technical criteria variance TCV21-0057, the access can be constructed with conditions. The access is restricted to egress movements only (northbound and southbound) to Liggett Road. No ingress is permitted at the north access. The Town will monitor and evaluate traffic on Liggett Road until traffic volumes and/or street construction projects require limiting access. At that point, the Town, in its sole discretion, may restrict the access from Liggett Road to a right-out only movement. Subdivider agrees that the Town, in its sole discretion, reserves the right to restrict the turning movements of any access to the Property at any time, based on safety concerns, warrants, or any other reasonable rationale.

Section 14. Liggett Road Intersection Control. Development on the Property will impact and benefit from the construction of a new intersection control that may occur at Liggett Road, Castleton Court, and Highway 85 (“Intersection Control”). Town, in its sole discretion, shall determine the type of Intersection Control in the area, including but not limited to, roundabout, signalization, and/or turn lane additions. Subdivider’s pro-rata share, as determined by the traffic analysis provided for anticipated development on the Property, is \$6,135 including interest as determined in the sole discretion of the Town (the “Interest”), and for which Subdivider paid in full on January 26, 2022. In the event, the Property is approved for a higher traffic generating use, the Town may, in its sole discretion, require additional payment for the construction of the Intersection Control based upon the pro-rata share of a future use. Subdivider shall remit any additional payments within 30-days written notice from the Town. Town may withhold building permits and/or certificates of occupancy on the Property until such time said payment is received by Town.

Section 15. 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 16. 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 17. 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

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and control.

Section 18. 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 19. 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 20. 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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Section 21. 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 22. 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 23. 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: 2633 Liggett SP, LLC
 c/o William Warren Properties, Inc.
 P.O. Box 2034
 Santa Monica, CA 90406

- If to Mortgagee: BOKF, NA d/b/a BOK Financial
 1600 Broadway, Suite 1800
 Denver, CO 80202
 Attention: Commercial Real Estate Department

Section 24. 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 25. Immunity. Nothing contained in this Agreement constitutes a waiver of the Town’s sovereign immunity under any applicable state law.

(Signature pages to follow)

* ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

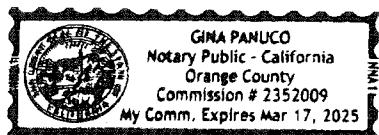
County of Orange)

On March 14, 2022 before me, Gina Panuco, Notary Public
Date (insert name and title of the officer)

personally appeared Edward Paul Zinke, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Gina Panuco

(Place Notary Seal Above)

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document 2633 Liggett SP, LLC

Title or Type of Document: Subdivision Improvement Agreement Document Date: March 14, 2022

Number of Pages: 15 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

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**EXHIBIT 2
LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1:

A TRACT OF LAND SITUATED PARTLY IN THE NORTHEAST 1/4 OF SECTION 34, AND PARTLY IN THE NORTHWEST 1/4 OF SECTION 35, ALL IN TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 34;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 379.68 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY, THE TRUE POINT OF BEGINNING;
THENCE ON AN ANGLE TO THE LEFT OF 28 DEGREES 42 MINUTES 30 SECONDS A DISTANCE OF 232.92 FEET ALONG THE SAID WESTERLY RIGHT OF WAY LINE;
THENCE ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 320.29 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;
THENCE ON AN ANGLE TO THE LEFT OF 87 DEGREES 27 MINUTES 15 SECONDS A DISTANCE OF 305.79 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE;
THENCE ON AN ANGLE TO THE LEFT 90 DEGREES 13 MINUTES 45 SECONDS A DISTANCE OF 334.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY;
THENCE ON AN ANGLE TO THE LEFT OF 92 DEGREES 19 MINUTES 00 SECONDS A DISTANCE OF 86.08 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL 2:

A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE QUARTER CORNER OF SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 379.68 FEET TO THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY; THENCE NORTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE ON A DEFLECTION ANGLE TO THE LEFT OF 28 DEGREES 42 MINUTES 30 SECONDS A DISTANCE OF 232.92 FEET TO THE NORTHEASTERLY CORNER OF THE SWEENEY PROPERTY (BOOK 938, PAGE 1074 OF THE DOUGLAS COUNTY RECORDS); THENCE SOUTHWESTERLY ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 320.29 FEET TO THE NORTHWESTERLY CORNER OF THE SWEENEY PROPERTY AND TO THE TRUE POINT OF BEGINNING;
THENCE SOUTHEASTERLY ON A DEFLECTION ANGLE TO THE LEFT OF 92 DEGREES 32 MINUTES 45 SECONDS ALONG A LINE 150 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE RAILROAD A DISTANCE OF 477.83 TO THE SOUTH LINE OF THE NORTHEAST 1/4; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 109.49 FEET TO A LINE 50 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF THE RAILROAD; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 428.79 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SWEENEY PROPERTY; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION A DISTANCE OF 100.10 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE ANY PORTION CONVEYED TO DOUGLAS COUNTY IN DEED RECORDED AUGUST 30, 1927 IN BOOK 73 AT PAGE 239.

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PARCELS 3 AND 4:

A TRACT OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 AND IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34;
THENCE NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 178.79 FEET TO THE EAST RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD;
THENCE NORTH 23 DEGREES 34 MINUTES 37 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 172.04 FEET;
THENCE NORTH 64 DEGREES 22 MINUTES 08 SECONDS EAST A DISTANCE OF 334.15 FEET TO THE WEST RIGHT OF WAY LINE OF LIGGETT ROAD;
THENCE SOUTH 27 DEGREES 56 MINUTES 52 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 347.75 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35;
THENCE NORTH 89 DEGREES 03 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 216.68 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE ANY PORTION CONVEYED TO DOUGLAS COUNTY IN DEED RECORDED AUGUST 30, 1927 IN BOOK 73 AT PAGE 239.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS MORE FULLY DEFINED AND DESCRIBED IN ROADWAY EASEMENT AGREEMENT RECORDED OCTOBER 29, 2021 UNDER RECEPTION NO. 2021122808, OVER AND ACROSS THAT PORTION OF THE "ROADWAY EASEMENT AREA" DESCRIBED IN "EXHIBIT D" OF SAID AGREEMENT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 34 AND IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35 AND CONSIDERING THE NORTH LINE OF SAID SOUTHWEST 1/4 TO BEAR S 89°03'33" E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S 89°03'33" E ALONG THE NORTH LINE A DISTANCE OF 123.71 FEET;
THENCE S 62°09'30" W A DISTANCE OF 18.16 FEET TO A POINT OF CURVE;
THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 41.70 FEET, SAID CURVE HAS A RADIUS OF 83.00 FEET AND AN INTERIOR ANGLE OF 28°46'56" TO A POINT OF TANGENT;
THENCE N 89°03'32" W ALONG SAID TANGENT A DISTANCE OF 67.73 FEET;
THENCE N 89°24'43" W A DISTANCE OF 31.23 FEET;
THENCE N 00°35'16" E A DISTANCE OF 19.02 FEET;
THENCE S 89°22'11" E A DISTANCE OF 31.24 FEET TO THE POINT OF BEGINNING.

14 15

DocuSign Envelope ID: A1D060A1-4B1A-4E1E-A3D8-4E237C8C6B4C

(Exemplar – Not for Execution)

EXHIBIT 3
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 Storquest-Liggett Road 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 _____

Wastewater _____

DocuSign Envelope ID: A1D060A1-4B1A-4E1E-A3D8-4E237C8C6B4C

Stormwater	_____
Streets	_____
Parks and recreation	_____
TOTAL	_____

- 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__.

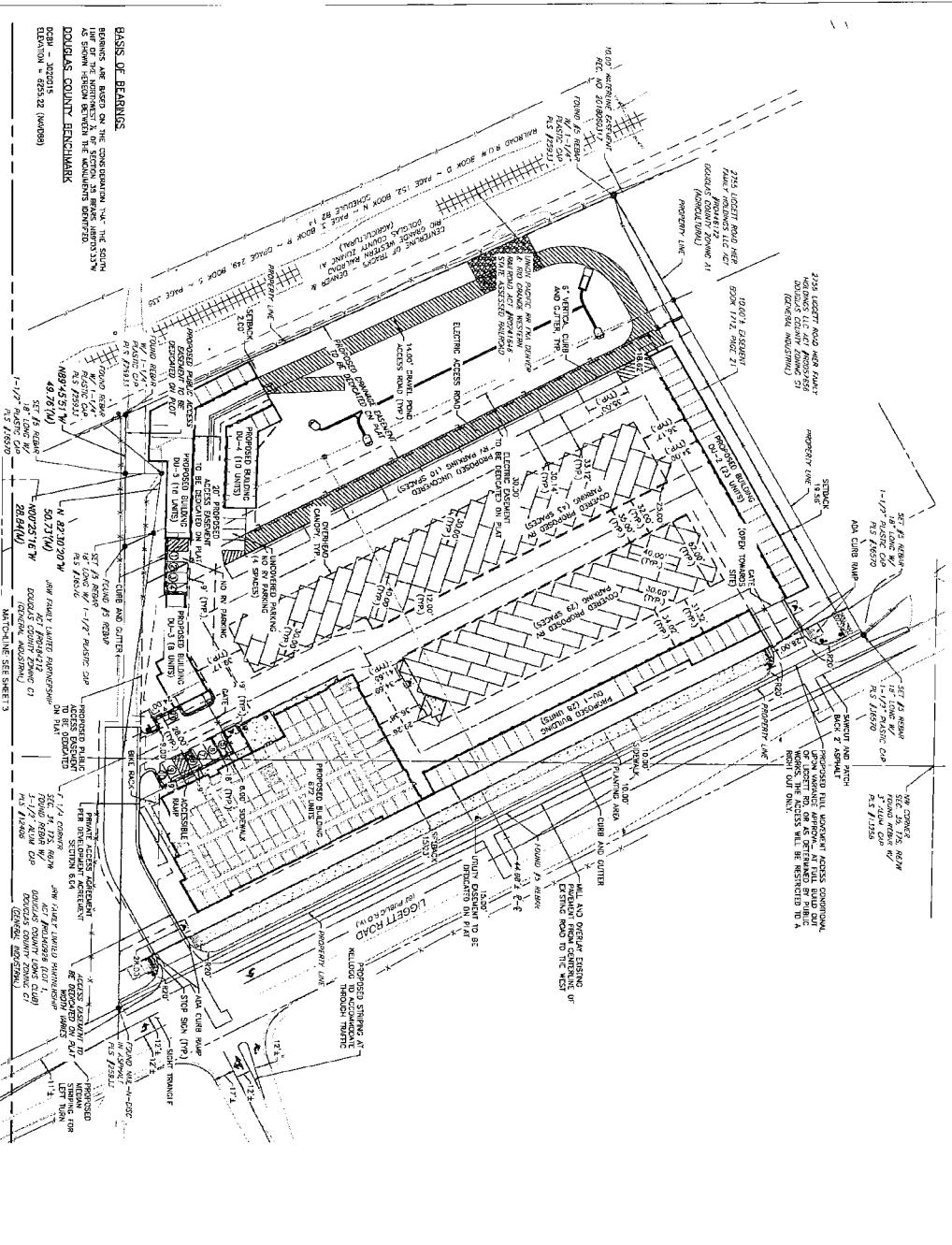
TOWN OF CASTLE ROCK

Engineering Division

SITE DEVELOPMENT PLAN

EXHIBIT 5

STORQUEST CASTLE ROCK
PARCEL 1, 2, AND 3 LOCATED IN SECTIONS 34 AND 35 TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.
 SDP21-0022



LEGEND

EXISTING	PROPOSED
PROPERTY LINE	PROPERTY LINE
RIGHT-OF-WAY LINE	RIGHT-OF-WAY LINE
SECTION LINE	SECTION LINE
SETBACK	SETBACK
CURB & GUTTER	CURB & GUTTER
ASPHALT DRIVE	ASPHALT DRIVE
CONCRETE DRIVE	CONCRETE DRIVE
SOIL TRIMMABLE	SOIL TRIMMABLE
SOIL	SOIL
DEPRESSION	DEPRESSION
PUBLIC PARKING SPACE	PUBLIC PARKING SPACE
DRIVE	DRIVE

NOTES

1. DATES ARE TO BE EMPLOYED WITH OFFICIAL SYSTEM AND NOT MET ACCESS.

LANDSCAPE AREA

SIDEWALK

SCALE

1" = 20'

ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.

COLORADO 811

CALL 811 24 HOURS A DAY, 7 DAYS A WEEK TO REPORT ANY POTENTIAL PROBLEMS WITH UNDERGROUND UTILITIES BEFORE YOU BEGIN ANY EXCAVATION OR DRILLING WORK.

DATE: 22 NOVEMBER 2021

SITE PLAN

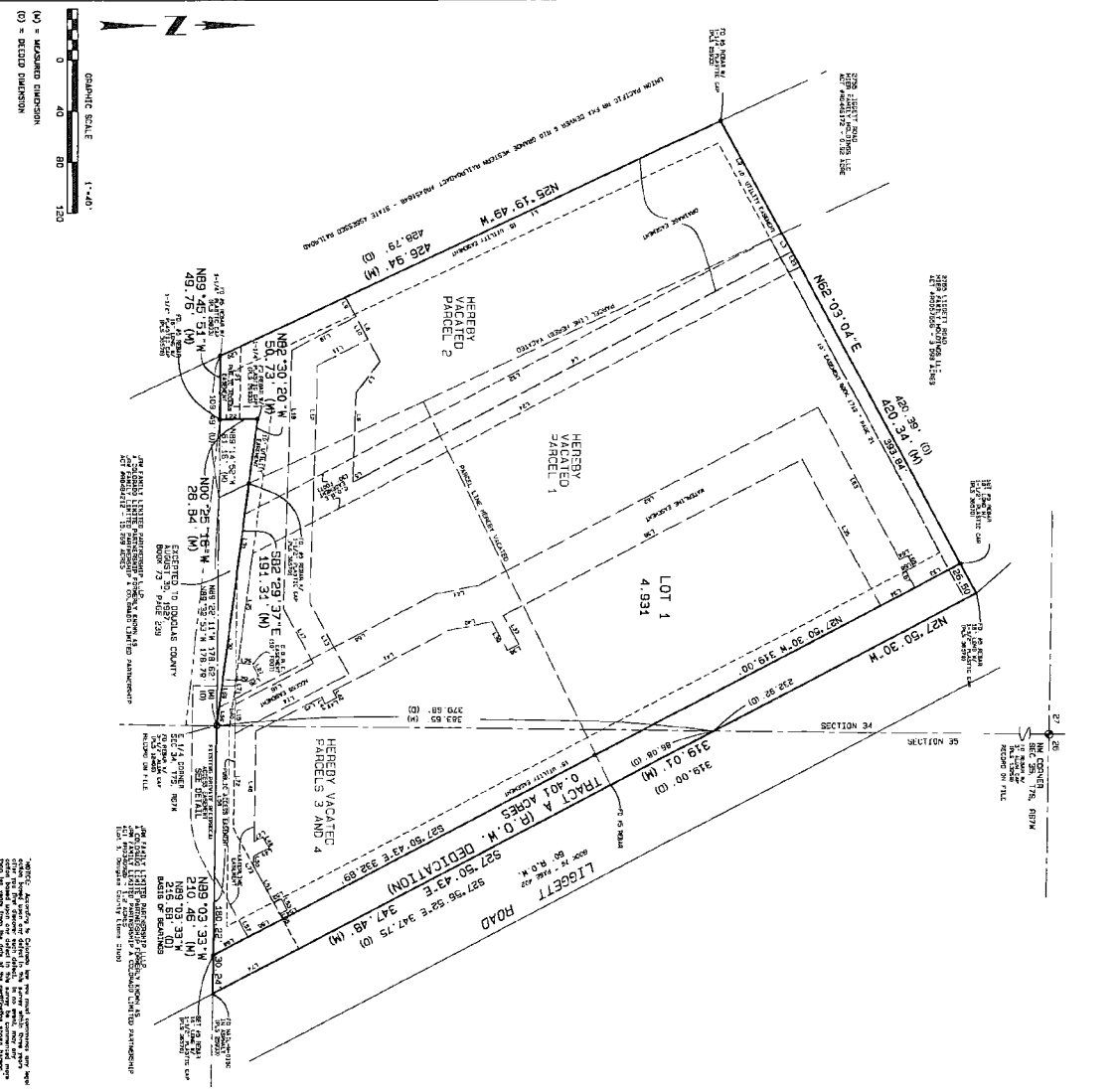
PAGE 2 OF 15 PAGES

STORQUEST CASTLE ROCK

STORQUEST CASTLE ROCK

STORQUEST CASTLE ROCK

EXHIBIT 7



LINE	BEARING	DISTANCE
1	N25°19'49\"/>	

DAVID E. RICKER & ASSOCIATES, INC. ENGINEERS AND SURVEYORS

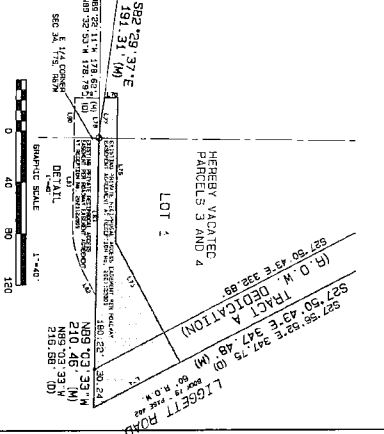
PROJECT NO. 2121-0014

DATE: 03-19-22

BY: [Signature]

GENERAL NOTES:

- The front utility of roadway shown on this survey was located from the U.S. Survey 1841.
- The area shown in blue throughout on this project was from Field Measurements.
- Readings are stamped out based on the conditions and the south line of the heretofore vacated parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



DAVID E. RICKER & ASSOCIATES, INC. ENGINEERS AND SURVEYORS

PROJECT NO. 2121-0014

DATE: 03-19-22

BY: [Signature]