

**ORDINANCE NO. 14-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CASTLE PINES, COLORADO APPROVING A FIRST AMENDMENT TO  
THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR LAGAE  
SOUTH (AKA THE CASTLE PINES TOWN CENTER)**

**WHEREAS**, pursuant to Ordinance No. 12-07, recorded June 15, 2012 at Reception No. 2012043271, the City annexed certain property legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, A and A Investments, LLC (A&A), as sole fee owner of the Property at the time of annexation, and the City entered into that certain Annexation and Development Agreement for Lagae South (aka Castle Pines Town Center) dated March 27, 2012, a copy of which was recorded on June 15, 2012 at Reception No. 2012043272 in the real property records of Douglas County, Colorado ("Development Agreement"); and

**WHEREAS**, since annexation of the Property, A&A has conveyed roughly the northern half of the Property to LS Partners, LLC ("LS Partners") and Taylor Morrison of Colorado, Inc. ("TM"), retaining roughly the southern half of the Property; and

**WHEREAS**, A&A, LS Partners and TM, collectively the "Owners", desire to amend the Development Agreement through a proposed First Amendment to Annexation and Development Agreement ("First Amendment") consistent with the future use and development of the Property as contemplated in the Castle Pines Town Center Planned Development – 1<sup>st</sup> Amendment, Case No. ZR13-001 ("Amended PD Plan"); and

**WHEREAS**, Section XII.M of the Development Agreement requires that any amendments to the Development be in writing and signed by the parties to the Development Agreement; and

**WHEREAS**, a copy of the First Amendment is on file in the Castle Pines Community Development Department on or after February 3, 2014 and is incorporated herein by reference; and

**WHEREAS**, in conjunction with the First Amendment, the Owners have submitted to the City for approval an application for the Amended PD Plan, a copy of which is on file in the Castle Pines Community Development Department; and

**WHEREAS**, the City Council has determined that development of the Property pursuant to the terms and conditions of the Amended PD Plan and First Amendment is anticipated to provide substantial benefits to the City, including facilitating the design, construction and financing of various on-site and off-site public improvements, increasing future tax revenues to the City, stimulating economic growth within the City, and otherwise generally advancing the best interests of the City; and

**WHEREAS**, the City Council further recognizes and acknowledges that the design, construction, installation, erection, repair and maintenance of certain types of improvements located or planned to be constructed on the Property and within the vicinity and which are

accessible to and routinely used by the general public (such as community parks and open space, parking, lighting, drainage facilities, landscaping, signage, and transportation amenities) directly and indirectly increase property values for surrounding properties and neighborhoods, improve and enhance civic identity, and provide other tangible public benefits.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO:**

**Section 1.** The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

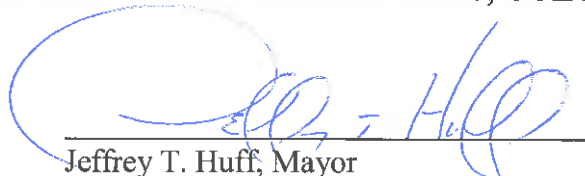
**Section 2.** The City of Castle Pines City Council hereby approves the First Amendment to Annexation and Development Agreement for Lagae South (aka Castle Pines Town Center) dated February 25, 2014, which shall be recorded in the real property records of the Douglas County Clerk and Recorder upon final approval and execution by the parties.

**Section 3.** Upon the Owners' completion of any and all changes to the First Amendment as may be required by the City and approved by the Owners, the Mayor is hereby authorized to sign the same.

**Section 4. Effective Date.** Except as otherwise expressly provided herein, this Ordinance shall become effective thirty (30) days after final publication.

**INTRODUCED, READ, AND PASSED ON FIRST READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO the 28th day of January, 2014.**


**READ, PASSED, AND ADOPTED ON SECOND READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO the 25th day of February, 2014.**



Jeffrey T. Huff, Mayor

ATTEST:

Approved as to form:



Diane Spomer, CMC, City Clerk




Linda C. Michow, City Attorney

**CERTIFICATION OF PUBLICATION**

I hereby attest and certify that the within and foregoing Ordinance was introduced and read on first reading at a noticed public meeting of the Castle Pines City Council on January 28, 2014; published by reference by title only in the *Douglas County News-Press*, together with the statement that “[t]he complete text of all ordinances is available through the City Offices and on the City’s official website”; and finally passed and adopted by the City Council on February 25,

2014 following a duly noticed public hearing and ordered published by title only, with amendments if any, one time in the *Douglas County News-Press* on March 5, 2014.

ATTEST:

  
Diane Spomer, CMC, City Clerk

## FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT

**THIS FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT** (the "First Amendment") is made and entered into this 25<sup>th</sup> day of February, 2014 among A AND A INVESTMENTS, LLC, a Colorado limited liability company with offices located at 858 Happy Canyon Road, Suite 200, Castle Rock, CO 80108 ("A&A"), LS PARTNERS, LLC, a Colorado limited liability company with office located at 4 Inverness Court East #300, Englewood, CO 80112 ("LS") TAYLOR MORRISON OF COLORADO, INC., a Colorado corporation with offices located at 1420 W. Canal Ct., Suite 170, Littleton, Colorado 80120, ("TM" and collectively with A&A and LS, each, an "Owner" and collectively, the "Owners") and the CITY OF CASTLE PINES, a Colorado municipal corporation with offices located at 7501 Village Square Drive, Suite 100, Castle Pines, CO 80108 (the "City").

**WHEREAS**, pursuant to Ordinance No. 12-07, recorded June 15, 2012 at Reception No. 2012043271, the City annexed certain property legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, A&A, as the previous sole fee owner of the Property, and the City entered into that certain Annexation and Development Agreement dated as of March 27, 2012, recorded June 15, 2012 at Reception No. 2012043272 concerning property ; and

**WHEREAS**, since annexation of the Property, A&A has conveyed roughly the northern half of the Property, retaining roughly the southern half of the Property, legally described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "A&A Property"); and

**WHEREAS**, LS represents that it is the Owner of a portion of the Property consisting of the real property described on Exhibit A-2 attached hereto and incorporated herein by this reference (the "LS Property"); and

**WHEREAS**, TM represents that it is the Owner of a portion of the Property consisting of the real property described on Exhibit A-3 attached hereto and incorporated herein by this reference (the "TM Property"); and

**WHEREAS**, the Owners and the City desire to amend the Annexation Agreement and thereby set forth in this Agreement certain agreements relative to the future use or development of the Property; and

**NOW THEREFORE**, in consideration of the recitals, promises, covenants and undertakings hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and confessed, the City and Owners agree as follows:

1. Article I, titled Definitions, of the Annexation Agreement is hereby amended to add or amend the following definitions, for purposes of construing terms and references in this First Amendment and the Agreement:

a. "Annexation Agreement" means that certain Annexation and Development Agreement dated as of March 27, 2012, recorded June 15, 2012 at Reception No. 2012043272.

b. "CPNMD" means the Castle Pines North Metropolitan District located in Castle Pines, Colorado. formed under Article 1, Title 32, C.R.S. into which part of the Property may be included.

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Douglas County CO Jack Arrowsmith,  
Clerk & Recorder

c. "CPTCMD" means the Castle Pines Town Center Metropolitan District Nos. 1 – 3 formed for the Project under Article 1, Title 32, C.R.S. into which part of the Property may be included.

d. "District(s)" means the CPTCMD and the NPVMD. The purposes of the Districts are to facilitate financing and development of Public Improvements. References to District No. 1 in this Agreement shall mean the Castle Pines Town Center Metropolitan District No. 1.

e. "Joint Improvements Agreement" means, that certain Joint Improvements Agreement dated as of July 21, 2006, recorded July 24, 2006 as Reception No. 2006062883 as amended by that certain First Amendment to Joint Improvements Agreement dated as of July 15, 2013, recorded July 16, 2013 as Reception No. 2013059097 and First Amendment dated November 21, 2008, recorded February 5, 2009 at Reception No. 2009007534 and that certain Third Amendment to Joint Improvements Agreement dated September 10, 2013, recorded September 17, 2013 at Reception No. 2013076823.

f. "NPVMD" means the North Pine Vistas Metropolitan District Nos. 1 – 3 formed for the Project under Article 1, Title 32, C.R.S. into which the LS Property and TM Property may be included.

g. "PD Plan" means the Castle Pines Town Center Planned Development for the Project approved by the City as Case No. ZR-10-001 as amended by that certain First Amendment to Castle Pines Town Center Planned Development approved by the City as Case No. ZR 13-001, and which are Site Specific Development Plans within the meaning of the Vested Property Rights Statute.

h. "Phasing Plan" means the plan attached to the Agreement as Exhibit B-1 that reflects the timing of build-out of the Project, as may be modified with consent of the City and subject to additional terms and conditions including amendments to this First Amendment or Agreement.

i. "Site Specific Development Plan" means the PD Plan, as approved by City Ordinance No. 12-08 and the First Amendment to Castle Pines Town Center Planned Development, as approved by City Ordinance No. 14-01.

j. "Traffic Impact Analysis" means that final traffic report prepared by Felsburg, Holt & Ullevig dated December 2011 and updated by that certain letter from Felsburg, Holt & Ullevig dated July 29, 2013.

2. Modification of Article V. The following Sections of Article V are hereby amended as follows:

a. Modification of Section A. Section A of Article V is modified to add the following after the last sentence:

"The City acknowledges that the Owners have entered into the Joint Improvements Agreement to provide for the cost sharing of certain of the Public Improvements as more particularly set forth therein. However, the City shall not be required to enforce any term of the Joint Improvements Agreement nor shall any term or requirement in the Joint Improvements Agreement relieve the Owners of obligations set forth in this First Amendment or the Agreement."

b. Modification of Section D.2. Section D.2. of Article V is modified to read in full as follows:

“The Owners shall fully design, construct and pay for the Realigned Lagae Road through the Property as depicted on the PD Plan. The timing of these improvements shall adhere to the Phasing Plan. No certificates of occupancy shall be issued in Planning Areas PA-1, PA-2, PA-3, PA-4 and PA-5 until access is provided from Realigned Lagae Road to Happy Canyon Road in conformance with applicable City ordinances and subject to conditions and terms set forth in a Subdivision Improvement Agreement as approved by the City. Lagae Road shall be extended north from the Property to Castle Pines Parkway and constructed in its entirety in accordance with the Lagae Ranch Filing No. 1 Subdivision Improvement Agreement prior to the issuance of any building permits on the Property. The current alignment and location of Lagae Road (“Existing Lagae Road”) within the Property as of the Effective Date may remain in place to provide continuous access to the Castle Pines Village Gate 5 until such time as alternative access from Castle Pines Village Gate 5 is provided by the construction of Street B and Realigned Lagae Road. The Owner shall be responsible for the costs associated with the design, construction, realignment and full extension of the Realigned Lagae Road as depicted on the PD Plan.”

c. Modification of Section D.3. Section D.3. of Article V is modified to read in full as follows:

“The Parties acknowledge that the Colorado Department of Transportation interchange approval process under Policy Directive 1601 (“the 1601 Process”) may be triggered by any modification of the Happy Canyon Road/I-25 interchange in conjunction with the development of the Property and/or other real property located within the City’s boundaries. At the time traffic generated by the development requires access to the Happy Canyon Road/I-25 interchange, or upon written request of the City, the Owners shall be responsible, or working in conjunction with other appropriate entities, to develop a System Level Study for use by the City, or other appropriate entity, to secure an “approval of findings” with the Colorado Department of Transportation.”

d. Modification of Section E. Section E of Article V is modified to add the following after the last sentence:

“Unless water service is provided to any portion of the Property by CPNMD, in which case that portion of the Property shall be exempt from this Section E, the Owners shall submit a Denver Aquifer well augmentation plan to the State of Colorado, Division I Water Court as required in the decree for any such new Denver Aquifer well for groundwater underlying the Property that is proposed to serve the Property.”

e. Modification of Section F. Section F of Article V is modified as follows:

i. The first (1<sup>st</sup>) sentence of Section F is deleted in its entirety and the following inserted in lieu thereof:

“Unless water service is provided to a portion of the Property by CPNMD, in which case that portion of the Property shall be exempt from this Section F, CPTCMD shall install an acceptable level measuring device in all new wells constructed by CPTCMD or the Developer to: (1) measure and record water levels on a monthly basis, whether the water level obtained is a static or pumping water level, and (2) to accurately record all other measurements as necessary in

order to comply with the requirement to submit an annual water supply report to the City.”

ii. Subsections 7 and 8 of Section F are deleted in their entirety and the following inserted in lieu thereof:

“7. The overall water system demand by year, number of SFEs constructed during the reporting year, and the total number of SFEs served by CPTCMD.

8. Any other data requested in writing by the City Manager or his or her designee relevant to the City making a determination that the water supply available to the CPTCMD is sufficient to continue to provide water service to the Project.”

f. Modification of Section G. Section G of Article V is deleted in its entirety and the following inserted in lieu thereof:

“G. Construction of Water Facilities. Unless water service is provided to a portion of the Property by CPNMD, in which case that portion of the Property shall be exempt from the following, the Owners, City and CPTCMD acknowledge that various water system components will be required to collect, treat and distribute the G-3 Water Right, or other renewable water rights that may be acquired by the Owners or CPTCMD in the future, to the Property. Such water system components are anticipated to include an eighteen inch (18”) water main to be constructed in Happy Canyon Road terminating in the vicinity of the proposed G-3 well (East Plum Creek), a pump station in the vicinity of the G-3 well site capable of delivering water through the 18” water main, and a water treatment facility that is capable of treating surface water and is designed to provided treated water to the Property (collectively, the “Water Facilities”). CPTCMD shall establish a fee at a level sufficient to contribute toward the cost of the Water Facilities (“Renewable Water Fee”). Initially, the Renewable Water Fee to be collected by the Districts to fund the Districts’ share of the Water Facilities shall be set at Twenty-Five Dollars (\$25.00) per month per SFE. Any and all revenue generated by the Renewable Water Fee shall be separately accounted for by the Districts and shall be used for no purpose other than to fund the CPTCMD’s share of the Water Facilities. CPTCMD shall adopt a resolution establishing the Renewable Water Fee in a form acceptable to the City prior to or as a condition to approval of the first subdivision plat for any portion of the A&A Property by the Planning Commission of the City. The Renewable Water Fee shall be collected by CPTCMD on an uninterrupted basis in each year following the year in which the Renewable Water Fee is adopted until such time as the Water Facilities have been fully constructed.”

g. Modification of Section H. Section H of Article V is deleted in its entirety and the following inserted in lieu thereof:

“H. Conveyance of Water Rights. The Water Rights shall be conveyed by the Owners to District No. 1 or CPNMD as applicable for specific portions of the Property. The Owner of the LS Property and/or TM Property shall convey the Water Rights to the CPNMD by bargain and sale deed, or other appropriate instrument(s) of conveyance, free of all monetary liens and encumbrances at such time as any portion of the LS Property and/or TM Property, as applicable, is included in CPNMD. In the event the Owner of the

LS Property and/or TM Property is unable to include such portion of the Property in the CPNMD, then such Owner shall convey the Water Rights to District No. 1 by bargain and sale deed, or other appropriate instrument(s) of conveyance, free of all monetary liens and encumbrances, within ninety (90) days following the date on which the LS Property and/or TM Property is included in District No. 1. A&A shall convey the Water Rights underlying the A&A Property to District No. 1 by bargain and sale deed, or other appropriate instrument(s) of conveyance, free of all monetary liens and encumbrances, prior to or as a condition to approval of the first subdivision plat for any portion of the A&A Property by the Planning Commission of the City.”

h. Modification of Section I. Section I of Article V is deleted in its entirety and the following inserted in lieu thereof:

“I. Conveyance of G-3 Water Right. The G-3 Water Right shall be conveyed to District No. 1. The G-3 Water Right shall be conveyed to District No. 1 by bargain and sale deed, or other appropriate instrument(s) of conveyance, free of all monetary liens and encumbrances, prior to or as a condition to approval of the first subdivision plat for any portion of the A&A Property by the Planning Commission of the City.”

i. Modification of Section N.1. Section N.1 of Article V is amended by deleting the first (1<sup>st</sup>) three (3) sentences in such Section and inserting the following in lieu thereof:

“1. Open Space; Parks and Trails. In satisfaction of all City requirements with respect to dedication of open space, parks and trails, the approximately 20.25 acre area designated on the PD Plan as PA-12 (of the total approximately 91.91 acres of open space, parks and trails), will be dedicated to the City upon the recordation of the final subdivision plat(s) containing such applicable area designated as “city park”, but in all events prior to the approval of any final plat for property indicated as Phase 3 in the Phasing Plan. As a condition of accepting such dedication, each Owner shall be responsible for constructing an eight foot wide concrete trail as depicted on the PD Plan on the portion of the Project owned by such Owner. Each Owner (as to its portion of the Project owned by such Owner) shall also be responsible for designing, installing and constructing a signalized pedestrian crossing at Street A (Realigned Lagae Road), striping for pedestrian crossings at Street B in two locations where the trail intersects (as warranted by an updated traffic study), a gazebo with picnic table(s), trash receptacles and a paved parking lot to serve the trail, as more fully described in the applicable SIA or SIPIA, at such Owner’s sole cost and expense.”

3. Vested Property Rights. The City agrees that the Site Specific Development Plan and this First Amendment constitute a “site-specific development plan” and that approval of the Site Specific Development Plan and this First Amendment constitutes a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended, and the City Code as amended. The approval and implementation of Vested Property Rights for the Site Specific Development Plan and this First Amendment shall be governed by the Vested Property Rights Ordinance. For purposes of this First Amendment, the above-referenced Vested Property Rights shall run with the land and remain in full force and effect throughout the term of this First Amendment. By its execution of this First Amendment the City finds the eight (8) year duration of Vested Property Rights or any extension thereof for the Property to be warranted in light of all relevant circumstances, including, but not limited to, the substantial size of the Property, the scale of the development of the Property, the scale of potential redevelopment of the Property and economic cycles and market conditions. The Owners may request an extension of Vested Property Rights for up to an additional ten (10)



years in accordance with the procedures set forth in the City Code. Termination of the vesting period with respect to any Vested Property Rights shall not affect any common law vested rights obtained prior to such termination, or any right, whether characterized as vested or otherwise, arising from this First Amendment, the Ordinance adopted to create the zoning classification of the Property, or from City permits, approvals or other entitlements for the Property that were granted or approved prior to, subsequent to, concurrently, or in conjunction with the approval of this First Amendment. During the Term of this First Amendment, the City shall not enact any moratorium which affects development within the Property, and will not make any zoning decision which adversely affects the Vested Property Rights. The Owners have materially relied upon the creation of such Vested Property Rights in entering into this First Amendment. The parties acknowledge that the Owners shall not have an affirmative duty to commence any construction, development or redevelopment.

4. Recording. The Owners and the City agree and acknowledge that this First Amendment shall be recorded by the City Clerk in the office of the Douglas County Clerk and Recorder, and that the provisions of this First Amendment shall be binding upon and shall inure to the benefit of the beneficiaries, successors and assigns of the Parties as provided by this First Amendment. Such recordation shall not occur prior to the Effective Date.

5. Miscellaneous Provisions.

a. This First Amendment shall be approved by ordinance of the City Council for the City. After the First Amendment has been approved by ordinance of the City Council, this First Amendment shall constitute a contract between the Owners and the City, and the City Council action approving this Agreement shall be and remain irrevocable. Except as amended by this First Amendment, the remaining terms and conditions of the Annexation Agreement shall remain in effect.

b. This First Amendment shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Douglas County, Colorado. The Parties agree that the rule of construction and interpretation of contracts that provides that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this First Amendment.

c. The Parties understand and agree that all terms and conditions of the First Amendment that require continued performance, compliance, or effect beyond the termination date of the First Amendment shall survive termination and shall be enforceable in the event of a failure to perform or comply.

d. Any Owner may assign its rights and obligations under this First Amendment to any purchaser or Permitted Transferee of ownership of the Property or any portion thereof without the express written consent of the City. This First Amendment may not be assigned or delegated in any manner by the City without the express written consent of the Owner which consent may be withheld for any reason. Any unauthorized assignment or delegation shall be void and of no effect. A party shall be deemed a "successor" or "assign" of any Owner under this First Amendment only if specifically designated in a written instrument referring to and assuming the applicable obligations and benefits of this First Amendment and duly recorded in the office of the Clerk and Recorder of Douglas County, Colorado, as a successor or assign of the Owner under this First Amendment, and shall be deemed a successor or assign of the Owner under this First Amendment only as to the particular rights or interests of the Owner under this First Amendment, and/or only with respect to the real property which is specifically designated in such instrument and then subject to such limitations and restrictions as shall be set forth in such instrument, except that a party acquiring all or

substantially all of the right, title or interest of the Owner in the Property upon dissolution, by operation of law or by other involuntary transfer (including by foreclosure of a mortgage or deed of trust), shall automatically be deemed a successor and assign of the Owner.

e. No waiver of one or more of the terms of this First Amendment shall constitute a waiver of other terms. No waiver of any provision of this First Amendment in any instance shall constitute a waiver of such provision in other instances. No waiver shall be effective unless such waiver is in writing and signed by the party against whom such waiver is to be charged.

f. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this First Amendment.

g. The Agreement, this First Amendment and the PD Plan represents the entire and integrated agreement between the City and the Owner with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect thereto. To be effective, any amendments to this First Amendment must be in writing and be signed by the Parties.

h. If there is any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern. Except as herein specifically set forth, all other provisions of the Agreement shall remain in full force and effect and be binding upon the parties in accordance with their terms. The Agreement as hereby amended is in full force and effect, is hereby ratified and affirmed by the parties, and is binding upon the parties in accordance with its terms.

i. Invalidation of any of the provisions of this First Amendment or any paragraph, sentence, clause, phrase, or word in this Agreement or the application thereof in any given circumstance shall not affect the validity of any other provision of this First Amendment.

j. Each Party shall use its reasonable efforts and shall cooperate, where prudent, with regard to any other action as may be reasonably required to effectuate the intention of this First Amendment.

k. Time is of the essence of this First Amendment; provided however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

l. In any situation under this First Amendment where consent of one of the Parties is required, or where one of the Parties requests an extension of time, the Parties agree that each will act in good faith and will not unreasonably withhold, delay, deny, or condition any approval or consent required or contemplated by this First Amendment.

m. Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions of this First Amendment and to effectuate the agreements and the intent of this First Amendment. If all or any portion of the annexation, the Zoning Documents, or this First Amendment are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties shall cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded

items to assure, to the extent legally permissible, that the Owners and the City receive the benefits that they would have received under this First Amendment.

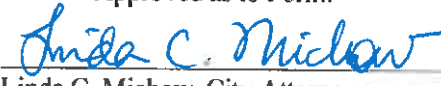
**IN WITNESS WHEREOF**, the City and Owners have executed this First Amendment to Annexation and Development Agreement as of the day and year first above set forth.

**CITY:**

**CITY OF CASTLE PINES, COLORADO,**  
a Colorado municipal corporation

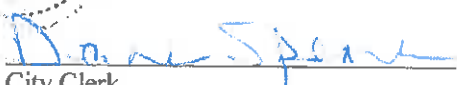
By:   
Jeffrey T. Huff, Mayor

Approved as to Form:

  
Linda C. Michow, City Attorney



**ATTEST:**

  
City Clerk



**LS PARTNERS, LLC,**  
a Colorado limited liability company

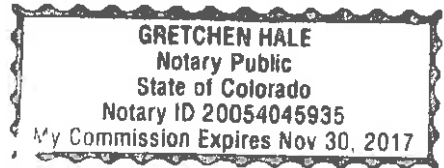
By: \_\_\_\_\_  
Name: Darwin Horan  
Title: Partner

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

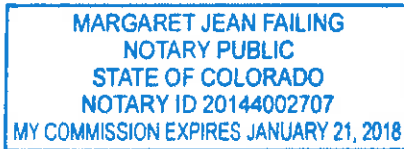
The foregoing First Amendment to Annexation and Development Agreement was acknowledged before me this 25 day of April, 2014, by Darwin Horan as manager of LS Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_



Gretchen Hale  
Notary Public



**TAYLOR MORRISON OF COLORADO, INC.,** a  
Colorado corporation

By: \_\_\_\_\_  
Name: V Thomas Hennessy  
Title: Division President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing First Amendment to Annexation and Development Agreement was acknowledged before me this 18 day of April, 2014, by V Thomas Hennessy as President of Taylor Morrison of Colorado, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: January 21, 2018

Margaret Failing  
Notary Public

EXHIBIT A  
ANNEXATION PROPERTY

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A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 9 AND SECTION 10 OF TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10, AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 10 TO BEAR SOUTH 89°09'17" EAST WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE WESTERLY ALONG THE EXISTING FENCELINE AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 539, PAGE 598 THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 89°08'57" WEST, 1080.47 FEET;
- 2) THENCE NORTH 01°28'54" WEST, 3606.79 FEET

TO A POINT ON THE SOUTH SUBDIVISION BOUNDARY OF LAGAE RANCH FILING 1 ACCORDING TO THE RECORDED PLAT THEREOF, THENCE DEPARTING SAID FENCELINE, AND ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 86°45'40" EAST, 2928.23 FEET.
- 2) THENCE NORTH 71°00'10" EAST, 1827.60 FEET

TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. INTERSTATE NO. 25, THENCE DEPARTING SAID LAGAE RANCH FILING 1 SUBDIVISION BOUNDARY AND ALONG SAID WEST RIGHT-OF-WAY LINE OF U.S. INTERSTATE NO. 25 THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 01°01'24" WEST, 14.00 FEET.
- 2) THENCE SOUTH 07°31'24" WEST, 1546.10 FEET.
- 3) THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 05°02'01", A RADIUS OF 11,620.00 FEET, AN ARC OF 1020.85 FEET AND A CHORD WHICH BEARS SOUTH 04°59'54" WEST, 1020.52 FEET.
- 4) THENCE SOUTH 03°28'54" WEST, 832.00 FEET.
- 5) THENCE SOUTH 16°41'54" WEST, 718.70 FEET.
- 6) THENCE NORTH 87°31'06" WEST, 60.00 FEET.
- 7) THENCE SOUTH 43°44'54" WEST, 199.50 FEET.
- 8) THENCE SOUTH 01°33'24" WEST, 43.20 FEET

TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, THENCE DEPARTING SAID U.S. INTERSTATE NO. 25 RIGHT-OF-WAY LINE AND ALONG SAID SOUTH LINE OF SECTION 10, NORTH 89°09'17" WEST, 1445.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 354.14 ACRES, MORE OR LESS.

Exhibit A-1  
(A+A Property)



**DAVID E. ARCHER & ASSOCIATES, INC.**  
**PROFESSIONAL LAND SURVEYORS & ENGINEERS**

105 Wilcox Street \* Castle Rock, CO 80104  
PHONE (303) 688-4642 \* FAX (303) 688-4675 \* karcher@davidearcher.com

April 23, 2013  
Job No. 08-0310  
Page 1 of 4 Pages

**SOUTH PARCEL**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE EAST ½ OF SECTION 9 AND THE SOUTH ½ OF SECTION 10 OF TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10, AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 TO BEAR SOUTH 89°09'17" EAST WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE WESTERLY ALONG THE EXISTING FENCELINE AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 539, PAGE 598 THE FOLLOWING TWO (2) COURSES:

- 1.) NORTH 89°08'57" WEST, 1080.47 FEET;
- 2.) THENCE NORTH 01°28'54" WEST, 2588.09 FEET;

TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAGAE ROAD AS DESCRIBED IN BOOK 2326, PAGE 1152, THENCE DEPARTING SAID FENCELINE AND ALONG SAID LAGAE ROAD RIGHT OF WAY THE FOLLOWING TWO (2) COURSES:

- 1.) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 89°38'48", A RADIUS OF 65.00 FEET, AN ARC OF 101.70 FEET AND A CHORD WHICH BEARS NORTH 73°17'48" EAST, 91.64 FEET;
- 2.) THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 14°44'36", A RADIUS OF 490.00 FEET, AN ARC OF 126.09 FEET AND A CHORD WHICH BEARS NORTH 70°03'33" EAST, 125.74 FEET;

THENCE DEPARTING SAID LAGAE ROAD RIGHT OF WAY, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 01°20'35", A RADIUS OF 760.28 FEET, AN ARC OF 17.82 FEET AND A CHORD WHICH BEARS SOUTH 73°53'23" EAST, 17.82 FEET; THENCE ALONG A NON-TANGENT CURVE RIGHT, HAVING A DELTA OF 44°32'37", A RADIUS OF 530.00 FEET, AN ARC OF 412.04 FEET AND A CHORD WHICH BEARS SOUTH 53°22'03" EAST, 401.74 FEET; THENCE SOUTH 31°05'44" EAST, 110.20 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A DELTA OF 38°06'57", A RADIUS OF 1420.00 FEET, AN ARC OF 944.65 FEET AND A CHORD WHICH BEARS SOUTH 50°09'12" EAST, 927.33 FEET; THENCE SOUTH 20°47'19" WEST, 60.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A DELTA OF 18°13'03", A RADIUS OF 1480.00 FEET, AN ARC OF 470.57 FEET AND A CHORD WHICH BEARS SOUTH 78°19'12" EAST, 468.59 FEET; THENCE SOUTH 87°25'44" EAST, 435.66 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A DELTA OF 07°26'40", A RADIUS OF 530.00 FEET, AN ARC OF 68.86 FEET AND A CHORD WHICH BEARS NORTH 88°50'56" EAST, 68.81 FEET; THENCE NORTH 85°07'36" EAST, 202.75 FEET; THENCE ALONG A TANGENT

**SOUTH PARCEL (continued)**

CURVE TO THE LEFT HAVING A DELTA OF 33°00'54", A RADIUS OF 380.00 FEET, AN ARC OF 218.96 FEET AND A CHORD WHICH BEARS NORTH 68°37'09" EAST, 215.95 FEET; THENCE NORTH 52°06'42" EAST, 257.32 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 37°31'42", A RADIUS OF 320.00 FEET, AN ARC OF 209.60 FEET AND A CHORD WHICH BEARS NORTH 70°52'33" EAST, 205.87 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT HAVING A DELTA OF 97°34'10", A RADIUS OF 50.00 FEET, AN ARC OF 85.15 FEET AND A CHORD WHICH BEARS SOUTH 41°34'31" EAST, 75.22 FEET; THENCE SOUTH 82°47'27" EAST, 100.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 11°32'23" A RADIUS OF 600.00 FEET, AN ARC OF 120.84 FEET AND A CHORD WHICH BEARS NORTH 12°58'45" EAST, 120.64 FEET; THENCE NORTH 18°44'57" EAST, 93.58 FEET, THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A DELTA OF 09°22'22", A RADIUS OF 800.00 FEET, AN ARC OF 130.87 FEET, AND A CHORD WHICH BEARS NORTH 14°03'46" EAST, 130.72 FEET, THENCE NORTH 90°00'00" EAST, 782.21 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF U.S. INTERSTATE NO. 25, THENCE ALONG SAID WEST RIGHT OF WAY LINE OF U.S. INTERSTATE NO.25 THE FOLLOWING SIX (6) COURSES:

- 1.) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 02°08'54", A RADIUS OF 11,620.00 FEET, AN ARC OF 435.71 FEET AND A CHORD WHICH BEARS SOUTH 03°33'51" WEST, 435.69 FEET;
- 2.) THENCE SOUTH 02°28'54" WEST, 832.00 FEET;
- 3.) THENCE SOUTH 16°41'54" WEST, 773.70 FEET;
- 4.) THENCE NORTH 87°31'06" WEST, 60.00 FEET;
- 5.) THENCE SOUTH 43°44'54" WEST, 199.50 FEET;
- 6.) THENCE SOUTH 01°33'24" WEST, 43.20 FEET;

TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10; THENCE DEPARTING SAID U.S. INTERSTATE NO. 25 RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE OF SOUTHWEST QUARTER OF SECTION 10, NORTH 89°09'17" WEST, 2445.46 FEET TO THE POINT OF BEGINNING OF THE DESCRIPTION, CONTAINING 7,672,566 SQUARE FEET OR 176.14 ACRES, MORE OR LESS.

THIS PROPERTY DESCRIPTION WAS PREPARED UNDER THE DIRECT SUPERVISION OF DAVID E. ARCHER (P.L.S. 6935), 105 WILCOX STREET, CASTLE ROCK, CO 80104.

Signed: \_\_\_\_\_







Line and Curve Tables for  
EXHIBIT B

"Property"  
PAGE 4 OF 4

LINE TABLE		
LINE	LENGTH	BEARING
L1	110.20'	S31°05'44"E
L2	435.66'	S87°25'44"E
L3	202.75'	N85°07'36"E
L4	257.32'	N52°06'42"E
L5	100.00'	S82°47'27"E
L6	93.58'	N18°44'57"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DISTANCE
C1	101.70'	65.00'	89°38'48"	N73°17'48"E	91.64'
C2	126.09'	490.00'	14°44'36"	N70°03'33"E	125.74'
C3	17.82'	760.28'	01°20'35"	S73°53'23"E	17.82'
C4	412.04'	530.00'	44°32'37"	S53°22'03"E	401.74'
C5	944.65'	1420.00'	38°06'57"	S50°09'12"E	927.33'
C6	470.57'	1480.00'	18°13'03"	S78°19'12"E	468.59'
C7	68.86'	530.00'	07°26'40"	N88°50'56"E	68.81'
C8	218.96'	380.00'	33°00'54"	N68°37'09"E	215.95'
C9	209.60'	320.00'	37°31'42"	N70°52'33"E	205.87'
C10	85.15'	50.00'	97°34'10"	S41°34'31"E	75.22'
C11	120.84'	600.00'	11°32'23"	N12°58'45"E	120.64'
C12	130.87'	800.00'	09°22'22"	N14°03'46"E	130.72'

**EXHIBIT A-2**

**(The LS Property)**

**LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PART OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF CASTLE PINES, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, AND CONSIDERING THE SOUTH LINE OF THE WEST HALF OF SAID SECTION 10 TO BEAR SOUTH 89°08'11" EAST, 2593.25 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO:

THENCE NORTH 13°24'43" EAST, A DISTANCE OF 1659.90 FEET THE POINT OF BEGINNING;

THENCE NORTH 05°31'21" EAST, A DISTANCE OF 174.37 FEET;

THENCE SOUTH 76°52'46" EAST, A DISTANCE OF 149.61 FEET;

THENCE SOUTH 54°33'35" EAST, A DISTANCE OF 110.47 FEET;

THENCE NORTH 83°08'48" EAST, A DISTANCE OF 167.39 FEET;

THENCE NORTH 36°48'53" EAST, A DISTANCE OF 115.90 FEET;

THENCE SOUTH 84°01'19" EAST, A DISTANCE OF 164.53 FEET;

THENCE SOUTH 83°30'43" EAST, A DISTANCE OF 212.03 FEET;

THENCE NORTH 57°44'34" EAST, A DISTANCE OF 125.56 FEET;

THENCE NORTH 18°59'50" EAST, A DISTANCE OF 92.04 FEET;

THENCE NORTH 10°04'27" EAST, A DISTANCE OF 239.67 FEET;

THENCE NORTH 04°27'32" WEST, A DISTANCE OF 225.35 FEET;

THENCE NORTH 18°45'29" WEST, A DISTANCE OF 125.68 FEET;

THENCE NORTH 32°28'57" WEST, A DISTANCE OF 119.99 FEET;

THENCE NORTH 36°57'57" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 36°40'49" WEST, A DISTANCE OF 99.98 FEET;

THENCE NORTH 30°06'58" WEST, A DISTANCE OF 93.46 FEET,

THENCE NORTH 21°32'43" WEST, A DISTANCE OF 96.51 FEET;

THENCE NORTH 20°00'25" WEST, A DISTANCE OF 104.33 FEET

THENCE NORTH 22°58'57" WEST, A DISTANCE OF 223.71 FEET.

THENCE SOUTH 56°33'35" WEST, A DISTANCE OF 155.26 FEET TO A POINT OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 725.00 FEET, A CENTRAL ANGLE OF 09°17'52", AN ARC LENGTH OF 117.65 FEET. THE CHORD OF WHICH BEARS NORTH 42°02'39" WEST, 117.52 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 43°18'25" EAST, A DISTANCE OF 155.06 FEET;

THENCE NORTH 50°30'44" WEST, A DISTANCE OF 117.23 FEET;

THENCE NORTH 13°20'17" WEST, A DISTANCE OF 238.10 FEET TO A POINT ON THE SOUTHERLY LINE OF LAGAE RANCH FILING 1, AS RECORDED UNDER RECEIPTION NUMBER 2008082081 OF THE RECORDS OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, COLORADO;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES

1. NORTH 86°45'40" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 970.99 FEET.
2. NORTH 71°00'10" EAST, A DISTANCE OF 1527.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 25.

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES

1. SOUTH 01°01'24" WEST, A DISTANCE OF 14.01 FEET;
2. SOUTH 07°31'24" WEST, A DISTANCE OF 1546.10 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11,620.00 FEET, A CENTRAL ANGLE OF 02°53'06", AN ARC LENGTH OF 585.12 FEET, THE CHORD OF WHICH BEARS SOUTH 06°04'21" WEST, 585.06 FEET TO A POINT OF NON TANGENCY;

THENCE NORTH 80°00'00" WEST, A DISTANCE OF 782.30 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 09°22'22", AN ARC LENGTH OF 130.87 FEET, THE CHORD OF WHICH BEARS SOUTH 14°03'46" WEST, 130.72 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 18°44'57" WEST, A DISTANCE OF 93.58 FEET TO A POINT OF TANGENT CURVATURE,

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 11°32'24", AN ARC LENGTH OF 120.85 FEET, THE CHORD OF WHICH BEARS SOUTH 12°58'45" WEST, 120.64 FEET TO A POINT OF NON-TANGENCY,

THENCE NORTH 82°47'27" WEST, A DISTANCE OF 100.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 97°34'10", AN ARC LENGTH OF 85.15 FEET, THE CHORD OF WHICH BEARS NORTH 41°34'32" WEST, 75.22 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 37°31'42", AN ARC LENGTH OF 209.60 FEET, THE CHORD OF WHICH BEARS SOUTH 70°52'32" WEST, 205.87 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 52°06'42" WEST, A DISTANCE OF 257.32 FEET TO A POINT OF TANGENT CURVATURE,

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 33°00'54", AN ARC LENGTH OF 218.96 FEET, THE CHORD OF WHICH BEARS SOUTH 68°37'09" WEST, 215.95 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 85°07'36" WEST, A DISTANCE OF 202.75 FEET TO A POINT OF TANGENT CURVATURE;

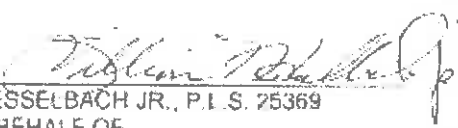
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 07°26'40", AN ARC LENGTH OF 68.86 FEET, THE CHORD OF WHICH BEARS SOUTH 88°50'56" WEST, 68.81 FEET TO A POINT OF TANGENCY;

THENCE NORTH 87°25'44" WEST, A DISTANCE OF 435.66 FEET TO A POINT OF TANGENT CURVATURE,

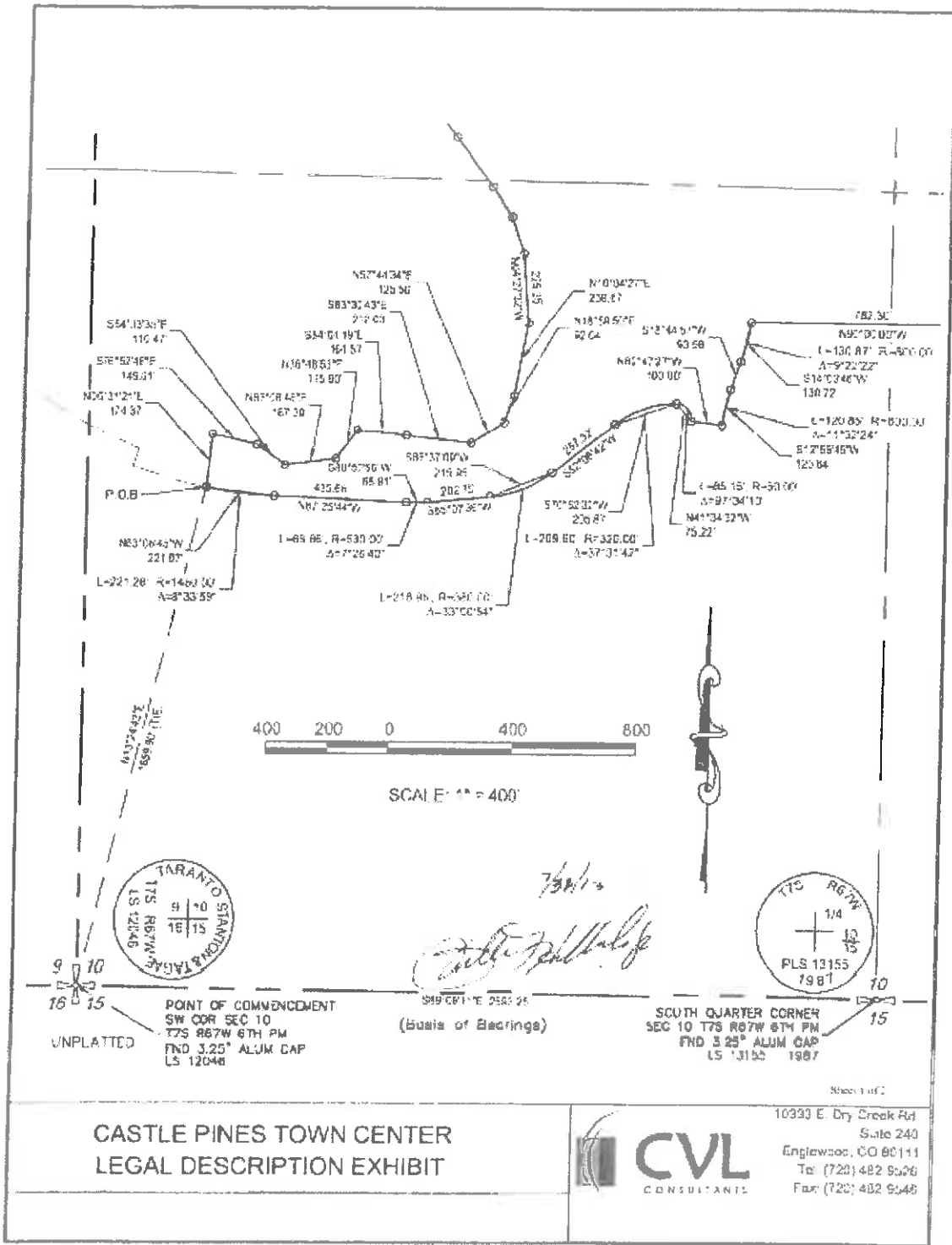
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1480.00 FEET, A CENTRAL ANGLE OF 08°33'59", AN ARC LENGTH OF 221.28 FEET, THE CHORD OF WHICH BEARS NORTH 83°08'45" WEST, 221.07 FEET TO THE POINT OF BEGINNING,

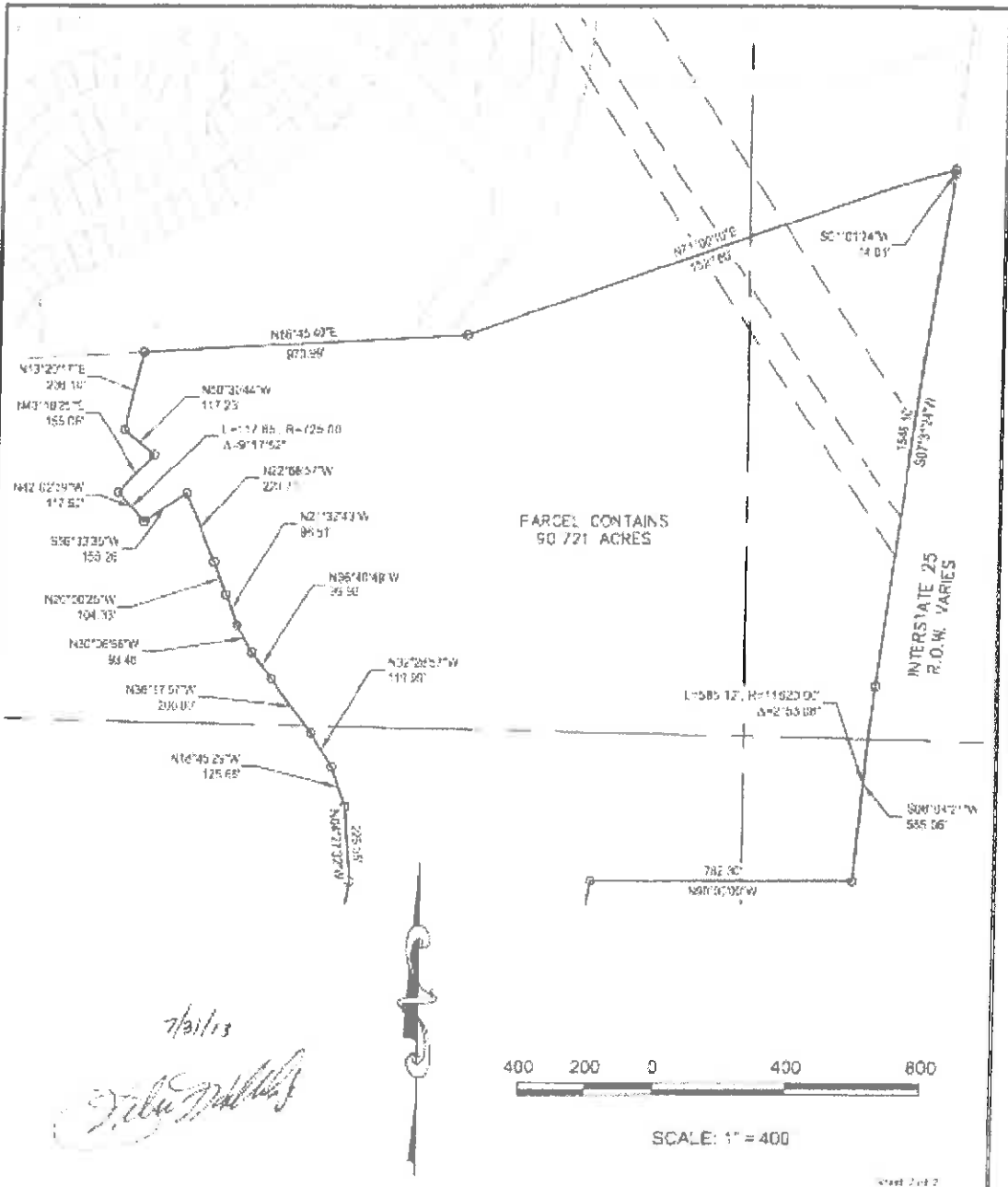
SAID PARCEL CONTAINING A CALCULATED AREA OF 3,951,800 SQUARE FEET OR 90.721 ACRES MORE OR LESS.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO FIRST AMERICAN TITLE INSURANCE COMPANY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING

  
WILLIAM F. HESSELBACH JR., P.L.S. 25369  
FOR AND ON BEHALF OF  
CVL CONSULTANTS OF COLORADO, INC







CASTLE PINES TOWN CENTER  
 LEGAL DESCRIPTION EXHIBIT


 1333 E Dry Creek Rd  
 Suite 240  
 Englewood, CO 80111  
 Tel: (720) 482-8526  
 Fax: (720) 482-9646



**EXHIBIT A-3**

**(The TM Property)**

TWO TRACTS OF LAND LYING IN THE EAST 1/2 OF SECTION 9 AND IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 10 TO BEAR S 89°09'12" E WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE WESTERLY ALONG THE EXISTING FENCELINE AS DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 539, PAGE 598 THE FOLLOWING TWO (2) COURSES:

1. N 89°08'57"W, 1080.47 FEET;
2. THENCE N 01°28'54"W, 2588.09 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAGAE ROAD AS DESCRIBED IN BOOK 2326, PAGE 1152; THENCE DEPARTING SAID FENCELINE AND ALONG SAID LAGAE ROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
  1. ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 89°37'53", A RADIUS OF 65.00 FEET, AN ARC LENGTH OF 101.69 FEET AND A CHORD WHICH BEARS N 73°17'20"E, 91.63 FEET;
  2. THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 14°44'41", RADIUS OF 490.00 FEET; AN ARC LENGTH OF 126.10 FEET AND A CHORD WHICH BEARS NORTH 70°03'50" E, 125.75 FEET;

TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUING ALONG SAID LAGAE ROAD RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

1. ALONG THE SAME CURVE TO THE LEFT, HAVING A DELTA OF 32°11'45", A RADIUS OF 490.00 FEET; AN ARC LENGTH OF 275.33 FEET AND A CHORD WHICH BEARS N 46°35'28"E, 271.72 FEET;
2. THENCE N 30°29'42"E, 559.10 FEET;
3. THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 15°35'49", A RADIUS OF 1160.00 FEET; AN ARC LENGTH OF 315.77 FEET;
4. THENCE N 46°05'31" E, 130.21 FEET;

TO A POINT ON THE SOUTH SUBDIVISION BOUNDARY OF LAGAE RANCH FILING 1, ACCORDING TO THE RECORDED PLAT THEREOF, THENCE DEPARTING SAID LAGAE ROAD RIGHT-OF-WAY, AND ALONG SAID SUBDIVISION BOUNDARY N 86°45'40" E, 953.33 FEET;

THENCE S 13°20'17"W, 238.11 FEET;

THENCE S 50°30'44"E, 117.23 FEET;

THENCE S 43°18'25"W, 155.06 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 725.00 FEET, A CENTRAL ANGLE OF 09°17'52", AN ARC LENGTH OF 117.65 FEET, THE CHORD OF WHICH BEARS S 42°02'39"E, 117.52 FEET TO A POINT OF NON-TANGENCY;

THENCE N 56°33'35"E, 155.26 FEET;

THENCE S 27°58'57" E, 223.71 FEET;

THENCE S 20°00'25" E, 104.33 FEET;

THENCE S 21°32'43"E, 96.51 FEET;

THENCE S 30°06'58"E, 93.46 FEET;

THENCE S 36°40'49"E, 99.98 FEET;

THENCE S 36°57'57"E, 200.00 FEET;

THENCE S 32°28'57" E, 119.99 FEET;

THENCE S 18°45'29" E, 125.68 FEET;

THENCE S 04°27'32"E, 225.35 FEET;

THENCE S 10°04'27"W, 239.67 FEET;

THENCE S 18°59'50"W, 92.04 FEET;

THENCE S 57°44'34"W, 125.56 FEET;

THENCE N 83°30'43"W, 212.03 FEET;

THENCE N 84°01'19"W, 164.53 FEET,

THENCE S 36°46'53"W, 115.90 FEET;  
THENCE S 83°08'48"W, 167.39 FEET;  
THENCE N 54°33'35"W, 110.47 FEET;  
THENCE N 76°52'46"W, 149.61 FEET;  
THENCE S 05°31'21"W, 174.37 FEET TO A POINT OF NON-TANGENT CURVATURE;  
THENCE ALONG ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1480.00 FEET, A CENTRAL  
ANGLE OF 09°39'04", AN ARC LENGTH OF 249.30 FEET, THE CHORD OF WHICH BEARS N 74°02'13"W,  
249.00 FEET TO A POINT OF TANGENCY;  
THENCE N 20°47'19"E, RADIAL TO AFORESAID CURVE, A DISTANCE OF 60.00 FEET TO A POINT OF  
NON-TANGENT CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1420.00 FEET, A CENTRAL  
ANGLE OF 30°06'57", AN ARC LENGTH OF 944.65 FEET, THE CHORD OF WHICH BEARS N50°09'13"W,  
927.33 FEET TO A POINT OF TANGENCY;  
THENCE N 31°05'44"W, 110.20 FEET TO A POINT OF CURVATURE;  
~~THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, AN ARC  
LENGTH OF 412.04 FEET AND A CENTRAL ANGLE OF 44°32'37";~~  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 760.26 FEET, A CENTRAL  
ANGLE OF 61°20'35", AN ARC LENGTH OF 17.82 FEET, THE CHORD OF WHICH BEARS N 73°5'23"W,  
17.82 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION WAS PREPARED BY DAVID E. ARCHER, PLS 6935.

#### PARCEL 2

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, AND CONSIDERING THE SOUTH  
LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 10 TO BEAR SOUTH 89°09'17" EAST WITH ALL  
BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE WESTERLY ALONG THE EXISTING  
FENCELINE AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 539, PAGE 598 THE  
FOLLOWING TWO (2) COURSES:

1. NORTH 89°08'57" WEST, 1080.47 FEET;
2. THENCE NORTH 01°28'54" WEST, 2701.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY  
LINE OF LAGAE ROAD AS DESCRIBED IN BOOK 2326, PAGE 1152, AND THE POINT OF BEGINNING OF  
THIS DESCRIPTION, THENCE DEPARTING SAID RIGHT-OF-WAY AND CONTINUING ALONG SAID  
FENCELINE AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 539, PAGE 598, NORTH  
01°28'54" WEST, 905.65 FEET, TO A POINT ON THE SOUTH SUBDIVISION BOUNDARY OF LAGAE  
RANCH FILING 1, ACCORDING TO THE RECORDED PLAT THEREOF, THENCE DEPARTING SAID FENCE  
LINE, AND ALONG SAID SUBDIVISION BOUNDARY NORTH 86°45'40" EAST, 881.17 FEET TO SAID  
NORTHERLY RIGHT-OF-WAY OF LAGAE ROAD, THENCE DEPARTING SAID SUBDIVISION BOUNDARY  
AND ALONG SAID NORTHERLY RIGHT-OF-WAY OF LAGAE ROAD THE FOLLOWING FIVE (5) COURSES:
  1. SOUTH 46°05'31" WEST, 37.10 FEET;
  2. ALONG A TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 15°35'49", A RADIUS OF 1240.00  
FEET, AN ARC LENGTH OF 337.55 FEET AND A CHORD WHICH BEARS SOUTH 38°17'36" WEST,  
336.51 FEET;
  3. THENCE SOUTH 30°29'42" WEST, 559.10 FEET;
  4. THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 46°21'19", A RADIUS OF  
410.00 FEET; AN ARC LENGTH OF 331.71 FEET AND A CHORD WHICH BEARS SOUTH 53°40'21" WEST,  
322.74 FEET;
  5. THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A DELTA OF 73°26'20", A RADIUS OF  
65.00 FEET; AN ARC LENGTH OF 83.31 FEET AND A CHORD WHICH BEARS NORTH 84°21'02" WEST,  
77.73 FEET;

TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIPTIONS WERE PREPARED BY  
DAVID E. ARCHER, PLS 6935  
DAVID E. ARCHER & ASSOCIATES, INC.  
105 WILCOX ST  
CASTLE ROCK, CO 80104  
PHONE 303-688-4542

**EXHIBIT B-1**

**PHASING PLAN**

**Conceptual Phasing Plan**

