

Agenda Item

DATE: MAY 8, 2023
TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
THRU: DOUG DEBORD, COUNTY MANAGER
FROM: JANET HERMAN, PUBLIC WORKS DIRECTOR
ART GRIFFITH, TRANSPORTATION CIP MANAGER art.griffith@dcgov.org
SUBJECT: CRYSTAL VALLEY INTERCHANGE IGA

Digitally signed by art.griffith
DN: cn=art.griffith, ou=Douglas County,
c=US, email=art.griffith@dcgov.org
Date: 2023.05.08 15:51:00 -0500

BOARD ACTION REQUIRED

The objective of this work session is to brief the BOCC on the status of the Crystal Valley Interchange and to receive direction for Douglas County staff to finalize the proposed Intergovernmental Agreement (IGA) with the Town of Castle Rock so that the final IGA can be brought before BOCC for consideration at the June 13, 2023, Regular Business Meeting.

BACKGROUND INFORMATION:

The Town of Castle Rock is requesting the County accelerate execution of the Crystal Valley Interchange so they can submit their final project funding plan to the CDOT Transportation Commission in summer 2023. Without a detailed funding plan, CDOT and FHWA will not sign the NEPA record of decision document that is required to construct the new interchange. However, it is likely that CDOT will allow the Town to relocate the East I-25 Frontage Road in advance of the interchange because this work can occur without connecting to I-25, thus having independent utility with regard to the NEPA approval process.

Since the County's contribution for the Crystal Valley Interchange (CVI) is identified in 2024, County staff originally planned to finalize the IGA in December 2023 and request BOCC approval at the first Regular Business Meeting in January 2024. However, for CDOT to acknowledge the local agency has sufficient funding to complete the project, the project funding must be budgeted, appropriated, or encumbered. For this reason, it is essential that the County establish its maximum funding contribution in 2024 for the proposed interchange, so the Town can finalize where the other funding to construct the project will come from.

The County's \$18 million contribution for CVI is identified in FY 2024 in our current 5-year CIP list of priority project and is subject to annual appropriation and will require BOCC approval as part of the 2024 Annual Budget, (the annual budget is typically approved in December). Based on the most recent cost estimates, the Town has identified a funding gap to construct the new interchange, and this work is referred to as construction **package 2**, where relocating the east frontage road is referred to as **package 1**.

The current construction costs for **package 1** is approximately \$19 million and \$75 million for **package 2**. The Town's segment of Dawson Trails Blvd. is about \$11 million, and County's segment

of Dawson Trails Boulevard is about \$10 million. And collectively, these four construction packages total \$115 million. County staff estimates the current shortfall to be about \$21.5 million CVI. It is anticipated the DRCOG Board will approve \$8.5 million in Surface Transportation Block Grant (STBG) federal funds for CVI construction at its August Board Meeting, but it isn't known what specific years the DRCOG allocation will be available to the Town (and DRCOG funds will likely be spread-out over 2024-2027). To help close the remaining funding gap, the Town is requesting the County increase its contribution from \$18 million to \$24 million for **package 2**.

The proposed IGA will identify responsibilities for relocating the segment of the existing West I-25 Frontage Road (aka Dawson Trails Boulevard) between Territorial Road and Tomah Road, and for the new interchange. Additionally, the proposed IGA seeks approval to close the West I-25 Frontage Road to through traffic between Territorial Road and Tomah Road during construction.

TOWN OF CASTLE ROCK PROJECT UPDATE:

At the BOCC work session, the Town will provide a project update, which includes presenting a funding strategy to close the current funding gap for the Crystal Valley Interchange, and specifically the funding gap for **package 2**, which the County plans to contribute funds in 2024.

DISCUSSION AND QUESTIONS:

SUGGESTED MOTION:

Direct Douglas County staff to finalize the IGA and bring before BOCC for consideration at the upcoming June 13, 2023, BOCC Regular Business Meeting.

End.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE
ROCK AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
DOUGLAS, STATE OF COLORADO, REGARDING FINANCIAL CONTRIBUTION
FOR THE CRYSTAL VALLEY INTERCHANGE PROJECT AND WEST I-25
FRONTAGE ROAD RELOCATION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, **2023**, (the "Effective Date"), by and between the Town of Castle Rock, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "County"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are legally empowered under Section 29-1-201, et seq., C.R.S. to enter into this Agreement; and

WHEREAS, the Crystal Valley Interchange and relocating the West I-25 Frontage Road is needed to serve the existing residents of the Town of Castle Rock, the existing residents of unincorporated Douglas County, and future development; and

WHEREAS, the Parties desire to cooperate in the funding for the construction of a new interchange at Interstate 25 (I-25) and Crystal Valley Parkway; and,

WHEREAS, the existing West I-25 Frontage Road, between Yucca Hills Road and Tomah Road, needs to be permanently closed to construct the Crystal Valley Interchange southbound on and off ramps, and the project requires relocating a portion of the existing West I-25 Frontage Road hereinafter referred to as Dawson Trails Boulevard; and

WHEREAS, the Crystal Valley Interchange (CVI) Project and the Dawson Trails Boulevard Project are generally depicted on the attached **Exhibit A** and shall be constructed in accordance with the final approved plans of the Parties; and

WHEREAS, the CVI Project proposed improvements are generally depicted on the attached **Exhibit B** and shall be constructed in accordance with the final plans approved by the Federal Highways Administration (FHWA), the Colorado Department of Transportation (CDOT) and Town; and

WHEREAS, the Parties plan to construct Dawson Trails Boulevard from Territorial Road to Tomah Road, as two separate projects, with the segment located within the Town limits anticipated to begin construction in second quarter 2023 to be substantially completed in third quarter 2024, and the segment located within unincorporated Douglas County anticipated to begin construction no sooner than fourth quarter 2023 to be substantially

completed in third quarter 2025 (pending completion of the final right-of-way acquisitions); and

WHEREAS, the Parties, in consultation with CDOT, determined that it will be cost effective to divide the CVI Project into two construction phases, (**Package 1 & Package 2**), thus allowing the relocation of the East I-25 Frontage Road to proceed in advance of other CVI Project improvements because the Parties were able to demonstrate to CDOT and FHWA that this action has “independent utility” (the relocation project is viewed as independent of the interchange) thus allowing the Parties to utilize a separate National Environmental Policy Act (NEPA) approval process for **Package 1**; and

WHEREAS, construction related to relocating the East I-25 Frontage Road Project is hereinafter referred to as “**Package 1**” which the Town currently anticipates construction beginning in second quarter of 2023 to be substantially completed in third quarter 2024; and

WHEREAS, construction of the remaining CVI Project infrastructure is hereinafter referred to as “**Package 2**” and includes constructing short segments of Dawson Trails Boulevard, that extend approximately 900-feet south of proposed Crystal Valley Parkway, approximately 600-feet to the north of proposed Crystal Valley Parkway, and includes connecting to existing Twin Oaks Road and Clarkes Circle, relocating a portion of Douglas Lane, and modifying the existing Crystal Valley Parkway bridge over East Plum Creek and the Union Pacific Railroad; and

WHEREAS, the County contribution for **Package 2** is in addition to the \$5 million of County expenditures previously incurred in early 2000’s to advance the original approval of the Environmental Assessment, (NEPA), preliminary design and right-of-way acquisition for the CVI Project; and

WHEREAS, the County contribution for **Package 2** is in addition to the \$10 million funding set aside to construct the County’s segment of Dawson Trail Boulevard associated with the relocated existing West I-25 Frontage Road that is required for the CVI Project, as identified in this Agreement; and

WHEREAS, the Town currently anticipates beginning construction of **Package 2** no sooner than third quarter 2023 to be substantially completed in fourth quarter 2026 with construction of the new bridges over the BNSF Railway and over I-25 anticipated to be substantially completed and open for public use third quarter of 2025; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.

2. **Town's Contributions and Responsibilities.**

a. **CVI Project - Package 1.**

The Town is responsible for managing all aspects of this project during the pre-construction phase and the construction phase. The Town is responsible to prepare construction documents (plans and specifications), complete all necessary permitting requirements, and obtain necessary approvals from both CDOT and FHWA.

Package 1 construction costs were recently estimated to be **\$19 million** (which includes construction costs, Force Account items and consultant services to aid the Town with construction management, inspections, and material testing). Except as expressly provided in **Section 3**, below, the Town and their other funding partners shall be responsible for paying all **Package 1** project costs.

The County does not plan to contribute financially to **Package 1** construction other than the previously purchased right-of-way for **Package 1** that the County agrees to Quit Claim to the Town as indicated herein. The Town will complete the proposed annexation of the existing parcels associated with **Package 1**, which includes parcels previously obtained by the Town directly and those parcels that the County previously acquired for the CVI Project.

The Town agrees to own, operate, and maintain the all the improvements associated with **Package 1**, including improvements currently located within property owned by the Town and the improvements located on the property to be transferred by the County to the Town identified in this Agreement.

As part of this Agreement, the Town, (and its assigns), are responsible to construct, own, operate, and maintain Douglas Lane, as well as the segment of the Front Range Trail located within the CVI Project limits.

Regarding the existing Crystal Valley Parkway Bridge over East Plum Creek and the Union Pacific Railroad, the County will continue to own, operate, and maintain this existing bridge in accordance with the County's current operation and maintenance agreement with the Union Pacific Railroad.

b. **CVI Project - Package 2.**

The Town is responsible for managing all aspects of this project during the pre-construction phase and the construction phase. The Town is responsible to prepare construction documents (plans and specifications), complete all necessary permitting requirements, and obtain necessary approvals from both CDOT and FHWA for **Package 2**.

Package 2 construction costs were recently estimated to be **\$75 million** (which includes construction costs, Force Account items and consultant services to aid the Town with construction management, inspections, and material testing, and an amount set aside for contingencies). Except as expressly provided in **Section 3**, the Town and their other potential funding partners shall be responsible for paying all **Package 2** project costs. **Section 3** identifies the County's maximum contribution for **Package 2**.

The Town is responsible to own, operate, and maintain the **Package 2** improvements that are currently located within property owned by the Town and on the property that will be transferred by the County to the Town as identified in this Agreement. In accordance with a separate proposed maintenance and operations agreement between the Town and CDOT, some of the Town's responsibilities may ultimately become CDOT's.

Concerning construction of **Package 2**, the Parties, CDOT and the contractor, recognize the safety benefits of closing the existing West I-25 Frontage Road to through traffic between Yucca Hills Road and Tomah Road, during various construction phases, and the need to utilize an extended full closure of existing West I-25 Frontage Road from south of Territorial Road to the Lowell Driveway (located between Territorial Road and Tomah Road).

With anticipated concurrence from CDOT, (the current owner of the West I-25 Frontage Road), the Town agrees to allow the contractor to utilize said extended full closure for a total of fifteen (15) months, which is likely to occur over an initial closure period of ten (10) months, followed by a second full closure period of five (5) months. During these extended full closures, the Town agrees to require its contractors to always maintain access to emergency vehicles.

These extended full closures are in addition to various night closures of the existing West I-25 Frontage Road already anticipated to occur to accommodate bridge girder erections, bridge deck and bridge railing concrete pours. As part of these proposed extended full closures, the Town's contractor will provide necessary detour signing, public notification and the use of Uniform Traffic Control (UTC) for special events and other times if deemed appropriate by CDOT or the Town.

The Town is responsible to provide access to the BNSF Railway and meet all other railroad requirements in accordance with its separate railroad agreement.

The Town shall prepare a written invoice and submit it electronically to the County; and this invoice should request the County's full contribution for the construction cost of the **Package 2**. The Town's invoice shall accurately state the Town has awarded (or when it plans to award) construction contract(s) for the Town's segment of Dawson Trails Boulevard, **Package 1**, and **Package 2**.

The Town's invoice for **Package 2** should be submitted to Ashley Pennick, Douglas County Public Works Engineering at apennick@douglas.co.us

- c. The Town agrees to accept the parcels that the County plans to Quit Claim to the Town, which includes the real property that the County previously acquired for the existing Crystal Valley Parkway Bridge over East Plum Creek Project, and for the proposed new interchange at Interstate 25 (I-25) and Crystal Valley Parkway, and the parcels located on or adjacent to Douglas Lane.

The County parcels to be Quit Claimed to the Town are shown on **Exhibit C**; and will ultimately be in accordance with the final Right-of-Way (ROW) Plans for the east side of I-25 approved by CDOT (described herein). These parcels are identified on the most current ROW Plans for the east side of I-25, and include the following parcels and access control lines:

- Parcel 3A-10
- Parcels 5, 5A, 5B, 5C
- Parcel 6
- Parcel 7, 7A, 7B, 7C, 7D
- Parcel 10, 10A
- Parcel 12
- AC-10 (A-line)

The County agrees to complete the transfer of these parcels to the Town within **sixty (60) days** of the Effective Date of this Agreement. The ROW parcels the County agrees to convey to the Town via Quit Claim Deeds, and their associated individual parcel legal descriptions and individual parcel exhibits are included in **Exhibit D** and referenced herein. The Town agrees to annex the parcels listed above and shown in **Exhibit D**, within **one hundred fifty (150) calendar days** of the Effective Date of the Agreement.

The Town or its assigns, is responsible to prepare the updated the ROW Plans to comply with CDOT ROW requirements that generally reflects the recently updated construction plans; and prepare the final individual parcel legal descriptions and associated individual parcel exhibits that the County is Quit Claiming to the Town as shown in **Exhibit D**.

The Town agrees to transfer to CDOT the applicable parcels, (as determined by CDOT), and the various Access Control Lines (A-Line) as shown on the final updated ROW Plans on **Exhibit C**.

The Town agrees to annex the parcel shown in **Exhibit E** that was previously Quit claimed to them by the County in **1988**; and this annexation shall occur within **one hundred fifty (150) calendar days** of the Effective Date of the Agreement.

d. **Dawson Trails Boulevard (Territorial Road south to the Town's Municipal Boundary)**

The Town and their potential funding partners are responsible for the design and construction of the section of Dawson Trails Boulevard from 900-feet south of existing Territorial Road to the southern limits of the Town of Castle Rock that also coincides with the southern limits of the Dawson Trails Development. As identified in **Package 2**, this project begins immediately south of the improvements for the CVI Project and extends south approximately 10,000-feet to the Town's municipal boundary.

The cost to construct the Town's portion of the relocated West I-25 Frontage Road Project is currently estimated to be **\$11 million**; and the Town and its other funding partners are solely responsible for these project costs and construction is currently anticipated to begin in second quarter 2023 to be substantially completed in third quarter 2024. The Town is responsible to complete this segment of Dawson Trails Boulevard by **October 31, 2025**.

The Town is responsible to own, operate and maintain this segment of Dawson Trails Boulevard. The County has no financial responsibility to contribute or reimburse the Town for pre-construction activities and construction activities associated with the Town's section of Dawson Trails Boulevard.

- e. If required by CDOT, the Town agrees that it will be responsible to operate, and maintain (including snow removal) the portion of the existing West I-25 Frontage Road between Plum Creek Parkway and Yucca Hills Road, until such time in the future when Dawson Trails Boulevard, between Crystal Valley Parkway and Plum Creek Parkway, is constructed and open to traffic because at that time the existing West I-25 Frontage Road can be permanently closed south of the I-25 southbound on-ramp.

3. **County Contribution and Responsibilities.**

i. **CVI Project Package 1.**

The County has no financial responsibility to contribute or reimburse the Town for pre-construction activities and construction activities associated with the **Package 1** proposed improvements.

In the early 2000's, the County's previously incurred about **\$5 million** in expenditures to advance the original approved Environmental Assessment, (NEPA) document, preliminary design for the CVI Project and the County acquired significant right-of-way needed for **Package 1** and the County will not seek reimbursement from the Town of this investment. Additionally, the County managed the design and construction of the Crystal Valley Parkway Bridge over East Plum Creek Project, and the County has maintained and

operated the bridge since its original construction, but the County will not seek reimbursement from the Town for these previous expenditures either.

ii. **CVI Project Package 2.**

The County contribution for **Package 2** is anticipated to be available no sooner than **January 23, 2024**, subject to **Section 29-1-110 C.R.S.** concerning the County's annual appropriations and inclusion of the CVI Project in the County's **2024 Adopted Budget**.

The County's contribution for **Package 2** shall not exceed **thirty-three percent (33%)** or **Twenty-Four Million Dollars and No Cents (\$24,000,000.00)**, whichever is less, of the total construction costs for **Package 2**. The Town and its other funding partners, (including potential state or federal grants and developer contributions), are responsible for all other project costs associated with **Package 2** including for any unforeseen delays, inflation costs, and all other project costs or claims.

The County contribution for **Package 2** shall be used for eligible construction costs and no other purpose unless agreed to by both Parties by executing an amendment to this Agreement. Eligible construction activities include construction costs, Force Account items and consultant services to aid the Town with construction management, inspections, and material testing, as well as CDOT direct or indirect costs.

The County contribution for **Package 2** is payable to the Town within thirty (30) days after the County has received a written invoice from the Town.

The County agrees with the closure strategies for the existing West I-25 Frontage Road identified in **Section 2 subpart b**.

The County agrees to Quit Claim to the Town the real property as described in **Section 2 subpart c**.

- iii. If required by CDOT, the County agrees to provide snow removal on the portion of the existing West I-25 Frontage Road between Tomah Road and Sky View Lane at the I-25 Interchange. This request is anticipated by the County since CDOT snow removal equipment will no longer have a continuous access route along the West I-25 Frontage Road due to the proposed construction of the Crystal Valley Interchange southbound ramps.

iiii. **Dawson Trails Boulevard (Tomah Road north to the Town Boundary)**

The County is responsible for the design and construction of the section of Dawson Trails Boulevard located from Tomah Road to the southern limits of the Town of Castle Rock that also coincides with the southern limits of the

Dawson Trails Development. The County's project includes improvements at the existing Bear Dance Road and Tomah Road intersection and extends north approximately 6,000-feet.

The cost to construct the County's portion of the relocated West I-25 Frontage Road Project is currently estimated to be **\$10 million**; and the County is responsible for completing this segment of Dawson Trails Boulevard before **October 31, 2025**.

The County is solely responsible for all project costs and construction is currently anticipated to begin no sooner than fourth quarter 2023 to be substantially completed in third quarter 2025 (pending completion of the final right-of-way acquisitions).

The County is responsible for managing all aspects of this project during the pre-construction phase and the construction phase, including acquisition of all additional right-of-way needed to construct the Project. Additionally, the County is responsible to own, operate and maintain the improvements associated with this segment of Dawson Trails Boulevard, as well as the additional improvements at the Bear Dance / Tomah Road Intersection.

4. **Term and Time of Performance.** This Agreement shall commence upon the Effective Date and shall continue until twelve (12) months following completion of CVI Projects and the Dawson Trails Boulevard projects. This Agreement will terminate on or before **October 31, 2025**, if the Town has not awarded all construction contract(s) and notice to proceeds have not been given to the contractor(s) to complete the work associated with the Town's segment of Dawson Trails Boulevard, **Package 1** and **Package 2**.

5. **Remedies.** The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in **Sections 2 and Section 3** of this Agreement if actual construction the Town's segment of Dawson Trails Boulevard, and **Package 1** or **Package 2** does not commence on or before **October 31, 2025**, unless an extension is agreed upon in writing by both Parties on or before **October 15, 2025**. This Section shall survive the termination of this Agreement.

6. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

Town: Town of Castle Rock
 100 N. Wilcox Street
 Castle Rock, Colorado 80104

Attention: Dan Sailer, P.E., Public Works Director
Email: DSailer@crgov.com With an electronic copy sent to
legal@crgov.com

Douglas County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Janet Herman, P.E. Public Works Eng. Director
Email: jherman@douglas.co.us
With an electronic copy sent to attorney@douglas.co.us

7. **Appropriation.** Pursuant to section 29-1-110, C.R.S., any financial obligations of the Town and the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis.

8. **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

9. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal.

10. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

11. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

12. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that the Parties, their commissioners, board members, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and the Town.

13. **Entirety.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

TOWN:

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Approved as to form:

Jason Gray, Mayor

Approved as to content:

Michael J. Hyman, Town Attorney

Daniel Sailer, Director of Public Works

[Douglas County signature page follows]

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

Abe Laydon, Chair

ATTEST:

APPROVED AS TO CONTENT:

Emily Wrenn,
Clerk to the Board

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Christopher Pratt,
Senior County Attorney

Andrew Copland,
Director of Finance

Exhibit A

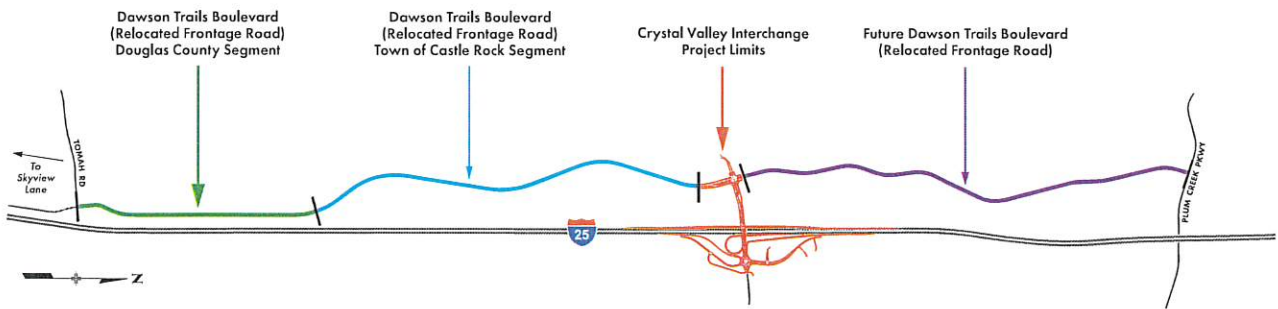
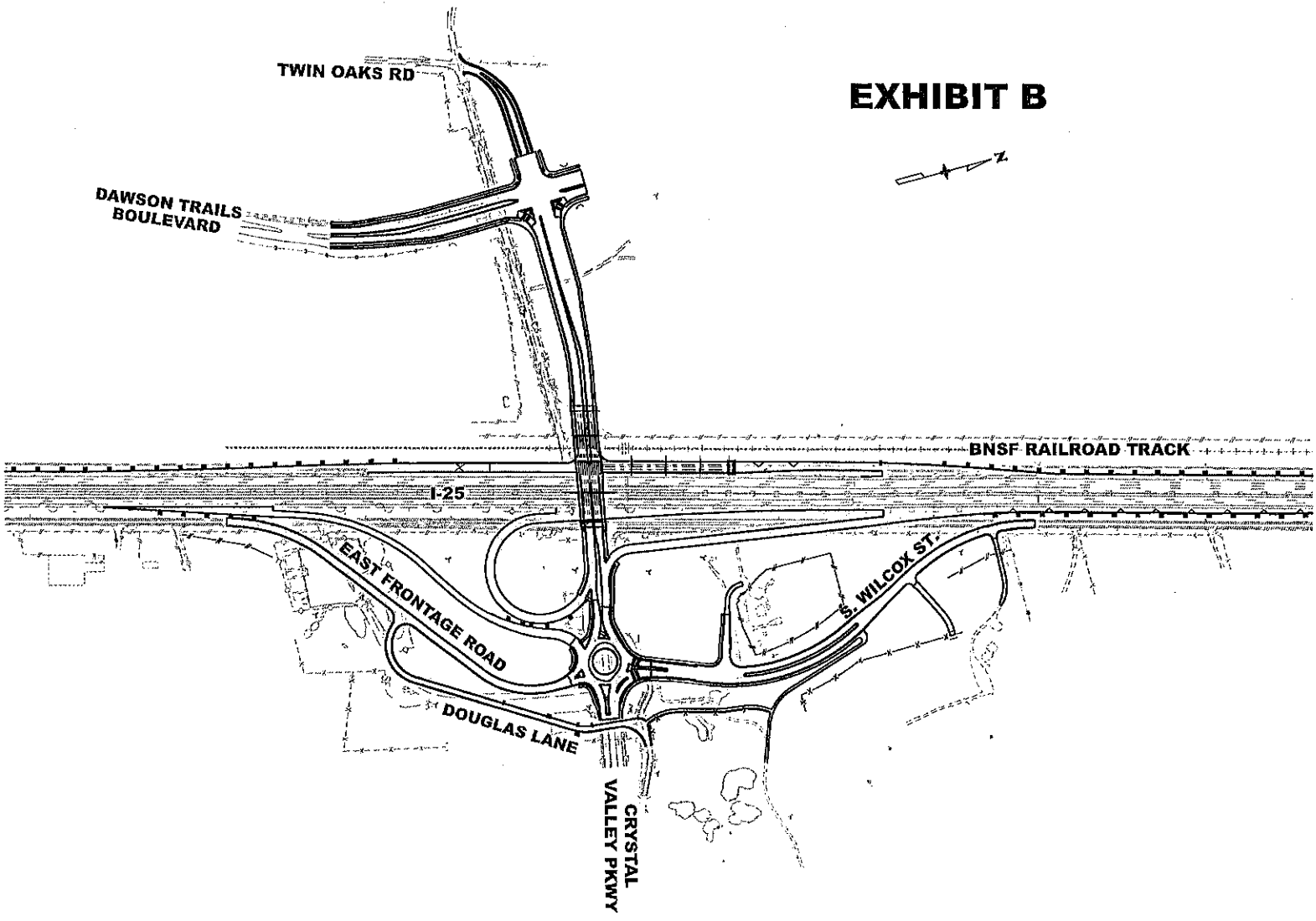


EXHIBIT B



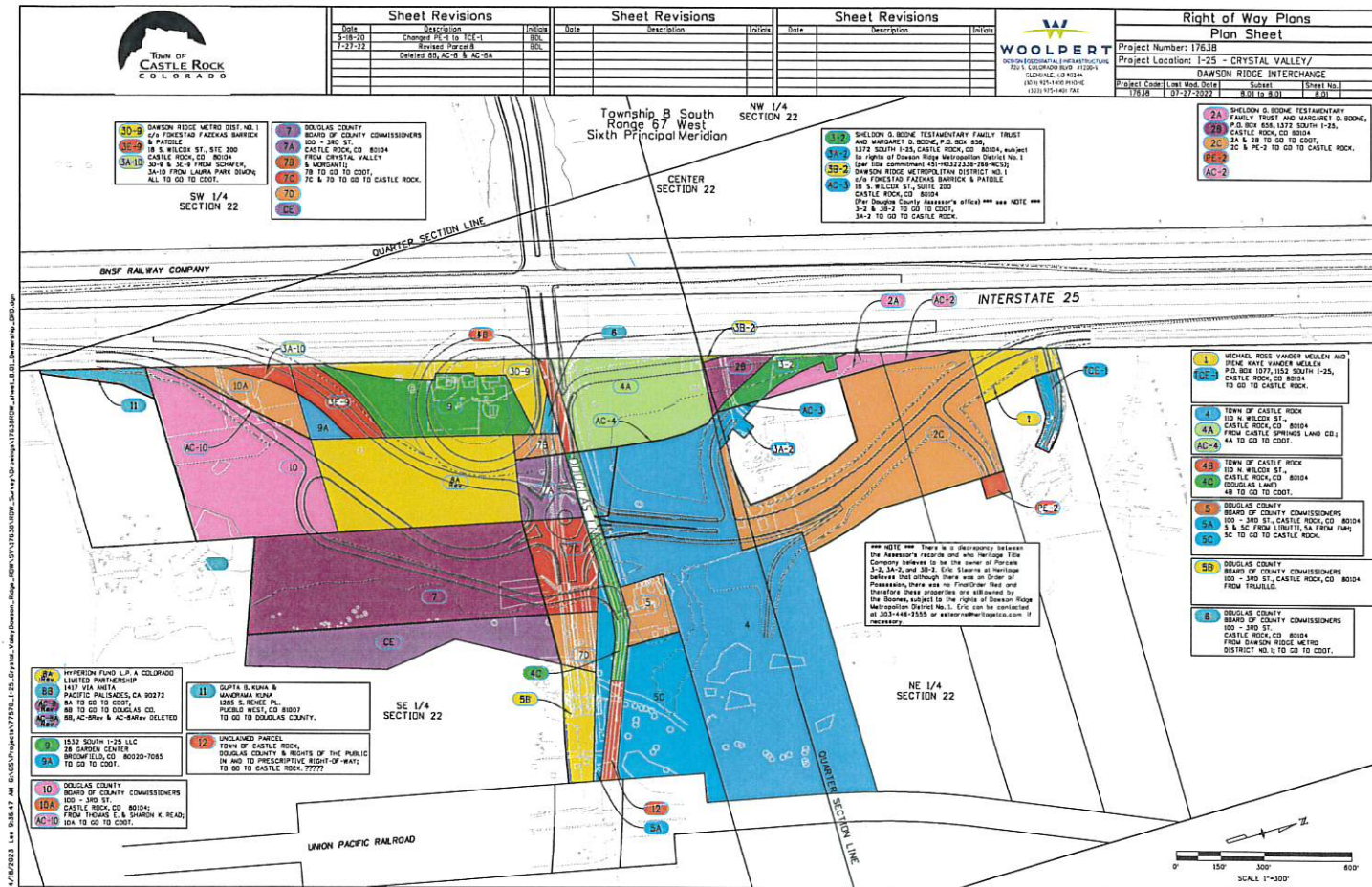
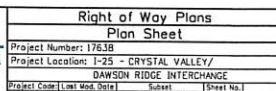


Exhibit D

The Town to prepare and insert individual parcel legal descriptions and individual parcel exhibits for all the parcels that the County plans to Quit Claim to the Town as shown in **Exhibit C** and listed in the IGA.

Additionally, the Town is to update **Exhibit C**.

Recorded at _____ o'clock _____ M., _____
 Reception No. _____ Recorder.

QUIT CLAIM DEED

Exhibit E

THIS DEED, Made this 12th day of July, 1988,
 between County of Douglas

of the *County of Douglas and State of
 Colorado, grantor(s), and Town of Castle Rock

whose legal address is 318 Fourth St, Castle Rock,

of the County of Douglas and State of Colorado, grantee(s),

WITNESSETH, That the grantor(s), for and in consideration of the sum of
 One Dollar and other good and valuable consideration.....~~XXXXXXXX~~
 the receipt and sufficiency of which is hereby acknowledged, ha s remised, released, sold, conveyed and QUIT CLAIMED, and by
 these presents doeS remise, release, sell, convey and QUIT CLAIM unto the grantee(s), its heirs, successors and assigns,
 forever, all the right, title, interest, claim and demand which the grantor(s) ha s in and to the real property, together with
 improvements, if any, situate, lying and being in the County of Douglas and State of
 Colorado, described as follows:

As described in Exhibit A attached hereto and made a
 part hereof.

also known by street and number as:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in
 anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to
 the only proper use, benefit and behoof of the grantee(s), its heirs and assigns forever.

IN WITNESS WHEREOF, The grantor(s) ha s executed this deed on the date set forth above.

DOUGLAS COUNTY BOARD OF COMMISSIONERS

By: Clark Huff
 Clark Huff, Chairman

STATE OF COLORADO,

County of Douglas

} ss.

The foregoing instrument was acknowledged before me this 12th day of July, 1988,
 by Clark Huff.

My commission expires

, 19 . Witness my hand and official seal.

SUSAN C. GAUER-MIYAMOTO

SEAL Notary Public SEAL
 State of Colorado

Susan C. Gauer-Miyamoto
 Notary Public

My Commission Expires Sept. 2, 1990
 *If in Denver, insert "City and."

5865
 8816440 - 07/20/88 15:53 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B0804 - P0415 - \$0.00 3F-1000E

EXHIBIT A
1064

PATH: BELLAMAH>CONTROL
FILE: R DOUG.W
JOB#: 257-5562M6
DATE: 06-10-1988

PROPERTY DESCRIPTION

A parcel of land lying in the North Half of the South Half of Section 22, Township 8 South, Range 67 West of the 6th Principal Meridian, Town of Castle Rock, County of Douglas, State of Colorado, being more particularly described as follows:

COMMENCING at the west quarter corner of said Section 22 whence the southwest corner of the North Half of the South Half of said Section 22 bears S00°01'18"E a distance of 1331.94 feet.
THENCE S62°53'25"E a distance of 1213.29 feet to the POINT OF BEGINNING;
THENCE S89°53'22"E a distance of 1628.63 feet;
THENCE S15°43'30"W along the westerly dead line of the Atchison Topeka and the Santa Fe Railroad a distance of 62.30 feet;
THENCE N89°53'22"W a distance of 1599.42 feet;
THENCE N11°36'13"W a distance of 61.28 feet to the POINT OF BEGINNING, containing 2.223 acres, more or less.

NELSON E. DOUGLAS
P.L.S.
DATE: 6-10-88
REF: 257-5562M6
For and on behalf of
Merrick & Company

RECEIVED
JUL 19 1988

D.C. PLANNING DEPT.

8816440 - 07/20/88 15:53 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B0804 - P0416 - \$0.00 2/ 5

EXHIBIT A
2014

WESTERLY DEED LINE
OF ATCHISON TOPEKA
AND SANTA FE RAILROAD

R.R. TRACKS

S15°43'30"W
62.30'

1628.63'

1599.42'

2.223 ACRES ±

60'

S89°53'22"E

N89°53'22"W

P.O.B.

N11°36'13"W
61.28'

S82°53'25"E
123.29'

W1/4 COR., SEC. 22
POINT OF
COMMENCEMENT

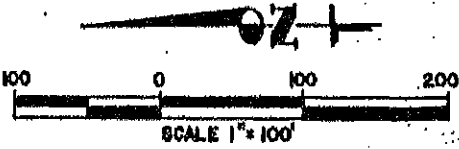
S00°01'18"E

1331.94'

SW COR.
N1/2, S1/2
SECTION 22

N1/2, S1/2, SECTION 22, T.8S., R.67W., 6TH P.M.

8816440 - 07/20/88 15:53 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
80804 - P0417 - \$0.00 DE-ADDED



MERRICK
Merrick & Company • Telephone 303/761-0741
15000 E. Bowway Drive • Aurora, Colorado 80014
Post Office Box 12000 • Denver, Colorado 80222

EXHIBIT A
3 of 4

PATH: BELLAMAH>CONTROL
FILE: R DOUG.E
JOB#: 257-5562M6
DATE: 06-10-1988
REV.DATE 06-14-1988

PROPERTY DESCRIPTION

A parcel of land lying in the East Half of Section 22, Township 8 South, Range 67 West of the 6th Principal Meridian, Town of Castle Rock, County of Douglas, State of Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 22.

THENCE S89°04'36"E along the southerly line of said Section 22 a distance of 2521.89 feet;

THENCE N15°43'30"E along the easterly deed line of Interstate Highway 25 a distance of 2191.53 feet to the POINT OF BEGINNING;

THENCE continuing N15°43'30"E along said easterly line a distance of 43.77 feet;

THENCE along the southerly deed lines of Book 237, Page 814 and Book 289, Page 608, as recorded in Douglas County Clerk and Recorders office and being an existing fence line the following nine (9) courses:

1. N89°51'29"E a distance of 589.34 feet;
2. THENCE N88°34'09"E a distance of 41.50 feet;
3. THENCE N89°57'34"E a distance of 183.75 feet;
4. THENCE S89°03'58"E a distance of 84.06 feet;
5. THENCE S82°00'54"E a distance of 69.83 feet;
6. THENCE S02°53'49"W a distance of 4.16 feet;
7. THENCE S82°17'59"E a distance of 7.16 feet;
8. THENCE S70°51'40"E a distance of 37.06 feet;
9. THENCE S66°27'54"E a distance of 129.89 feet;

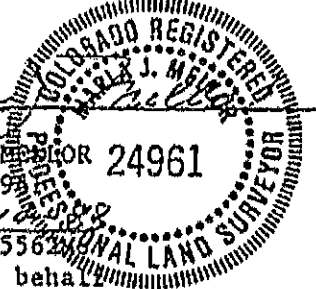
THENCE S23°32'06"W a distance of 47.24 feet;

THENCE along the northerly deed lines of Book 163, Page 392, Book 496, Page 384, and Book 163, Page 25, as recorded at Douglas County Clerk and Recorder's Office and being an existing fence line the following five (5) courses:

1. N67°11'54"W a distance of 146.46 feet;
2. THENCE N80°46'18"W a distance of 96.22 feet;
3. THENCE N89°18'09"W a distance of 159.33 feet;
4. THENCE S89°18'42"W a distance of 130.69 feet;
5. THENCE N89°24'38"W a distance of 601.82 feet to the POINT OF BEGINNING, containing 1.251 acres, more or less.

JUN 24 1988

MARLA J. HERRICK 24961
P.L.S. 24961
DATE 6-10-88
REF: 257-5562M6
For and on behalf
of Merrick & Company

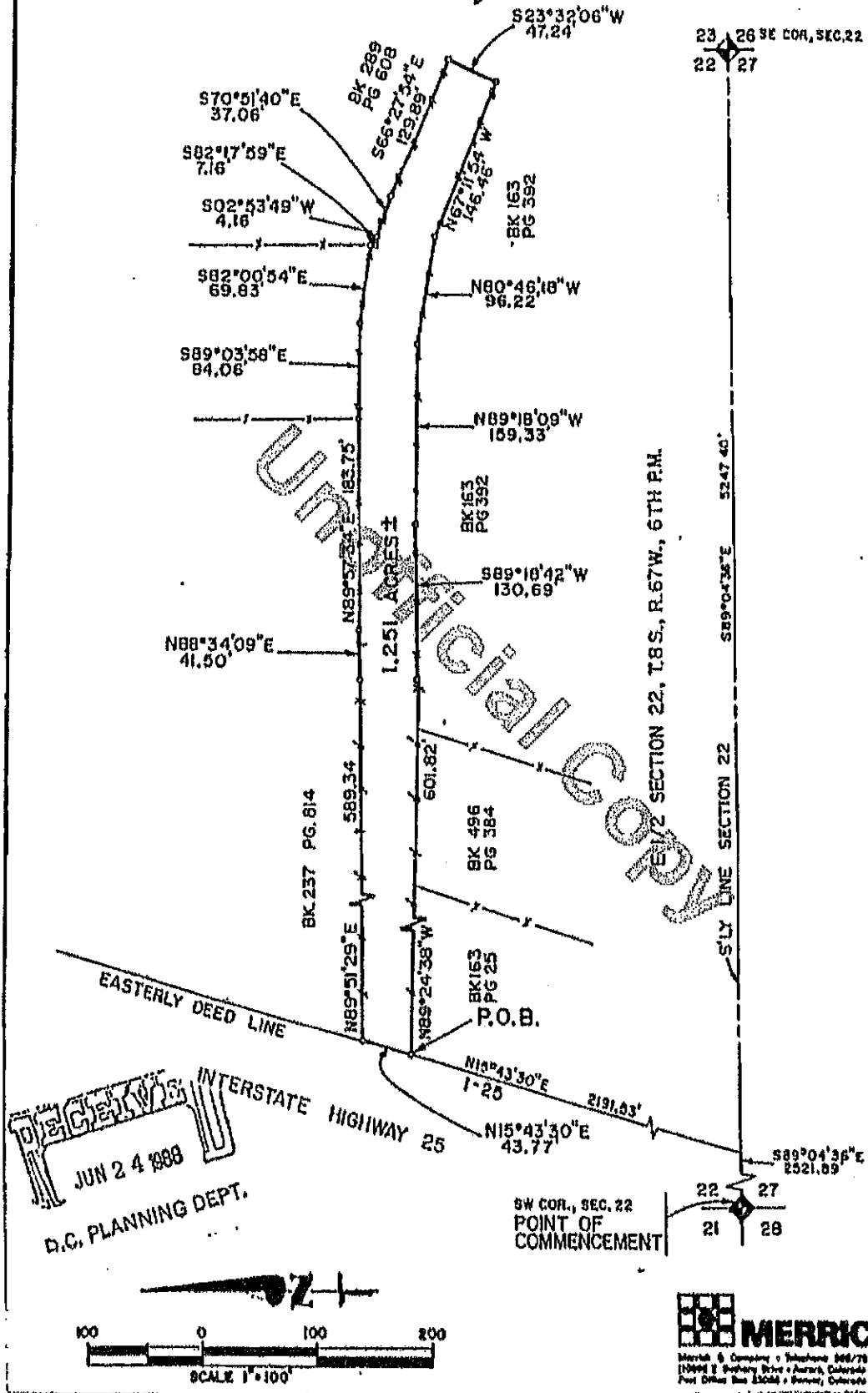


DOUG E.

PAGE 1 OF 2

8816440 - 07/20/88 15:53 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 4/ 5
B0804 - P0418 - \$0.00 DE-WHITE

Exhibit A 4 of 4



8816440 - 07/20/88 15:53 - RETA A. GRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B0804 - P0419 - \$0.00 DE-NOV-88 5/ 5