

**WILDCAT REGIONAL PARK AGREEMENT**  
(Highlands Ranch)

THIS AGREEMENT is made this 6<sup>th</sup> day of November, 1996, by and between HIGHLANDS RANCH COMMUNITY ASSOCIATION, INC., a Colorado nonprofit corporation ("HRCA"), COUNTY OF DOUGLAS, STATE OF COLORADO ("County"), acting by and through its Board of County Commissioners, MISSION VIEJO COMPANY, a California corporation ("Mission"), and SAND CREEK CATTLE COMPANY, a Colorado corporation ("Sand Creek").

**I GENERAL:**

1.1 **Recitals.** This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

(a) The County has expressed an interest in owning and developing a 202-acre regional park within the boundaries of the "Committed Area" as defined in the November 15, 1988 Open Space Conservation Agreement between Mission, HRCA, Sand Creek and County, and recorded in the records of the Clerk and Recorder of Douglas County, Colorado on November 18, 1988 in Book 826 at Page 20 (the "Open Space Agreement"). Discussions regarding a proposed site for a regional park in the Committed Area have been ongoing for some time between the HRCA, County and Mission. HRCA and Mission support the County's desire to develop a regional park in the Committed Area.

(b) The use and disposition of land within the Committed Area is governed by and subject to the terms of the Open Space Agreement, and the Committed Area does not constitute Community Association Property as defined under Section 2.15 of the Community Declaration for Highlands Ranch Community Association, Inc., as recorded in the public records of Douglas County, Colorado at Book 421, Page 924. Pursuant to Article III of the Open Space Agreement, development of a regional park within the Committed Area would constitute an Active Recreational Facility for which the approval of County and HRCA must be obtained before Mission or Sand Creek may convey or transfer an interest for such purposes.

(c) Mission, Sand Creek, County and HRCA have determined that the development of a regional park within the Committed Area will constitute a significant benefit to the Highlands Ranch Community and the people of Douglas County, and by this Agreement wish to set forth their consent to the conveyance of a site for the regional park within the Committed Area to County on the terms and conditions set forth herein.

II. DEFINITIONS:

*Handwritten initials and signature: "AP" and a signature.*

2.1 Regional Park Site. The "Regional Park Site" shall mean that portion of the Committed Area, not to exceed 202 acres, that is generally described on the attached Exhibit A, which is incorporated herein by reference and made a part hereof. Prior to conveyance of the Regional Park Site, Mission, Sand Creek, County and HRCA shall mutually agree on a final legal description for the Regional Park Site that shall be attached to the deed conveying title to the site to the County. The cost of preparing the legal description shall be paid by Mission.

2.2 Open Space Conservation Area Plan. "Open Space Conservation Area Plan" shall mean that certain plan for the use and development of the Committed Area that is to be reviewed and approved by County pursuant to Section 3.9 of the Open Space Agreement.

2.3 Development Guide. The "Development Guide" shall mean the Planned Community District Development Guide for the New Town of Highlands Ranch approved September 17, 1979 by the County and recorded on October 22, 1979 in Book 373 at Page 187 of the records of the Clerk and Recorder of Douglas County, Colorado, as the same has been and may be amended from time to time.

2.4 Development Plan. The "Development Plan" shall mean the Planned Community District Development Plan - Statistical Summary, and the Planned Community District Development Plan - Zoning Map, included in the Development Guide as the same has been and may be amended from time to time.

2.5 Highlands Ranch. "Highlands Ranch" shall mean the area covered by the Development Guide.

2.6 Definitions in Open Space Agreement and Development Guide. Except as the context may otherwise require or as may be expressly provided for herein, any capitalized words, terms or phrases which are used in this Agreement shall have the same meaning as similarly capitalized terms used in the Open Space Agreement or the Development Guide.

2.7 Agreement. "Agreement" shall mean this Wildcat Regional Park Agreement, as executed by the parties hereto.

2.8 Regional Park. "Regional Park" as used herein shall mean a major park that offers recreational opportunities of a nature, or of such wide variety, that it attracts people of the widest possible range of age or interest. Without limiting the generality of the foregoing, a Regional Park may, subject to the terms and provisions of this Agreement, include some or all of the following uses: irrigated, multipurpose play fields, picnic units, playgrounds, restroom facilities/drinking fountains, non-motorized multipurpose trails, and group picnic pavilions.

III. CONVEYANCE AGREEMENT:

3.1 Agreement to Convey. HRCA and County hereby agree and consent to the conveyance by Mission and/or Sand Creek to County of the Regional Park Site for Regional Park purposes pursuant to Section 3.7 of the Open Space Agreement, subject to the terms and provisions of this Agreement. Conveyance of the Regional Park Site to County shall be made without the payment of monetary consideration, except as otherwise set forth in this Agreement.

3.2 Development Schedule and Plans.

(a) The County shall submit to Mission and HRCA for their review any plans for development of the Regional Park ("Plans"), including but not limited to any improvements to be constructed within the Regional Park and operation of the Regional Park, including, but not limited to grading plans, drainage plans and reports, landscape plans, lighting plans, building plans, elevations, materials and colors, hours, types of usage and other operational issues, and access to the Regional Park and buffer zones between the Regional Park and the remainder of the Committed Area for review and comment. HRCA and Mission shall then have a period of thirty (30) days in which to submit any and all comments, ~~corrections, objections,~~ etc. to the Plans.

3.3 OSCA Master Plan.

(a) Mission agrees to submit to the County its Open Space Conservation Area Plan in accordance with Section 3.9 of the Open Space Agreement no later than six months after the approval of this agreement by all parties hereto.

(b) The County shall complete its review of the Open Space Conservation Area Plan within six (6) months of its receipt by County.

3.4 Form of Conveyance. Mission and/or Sand Creek shall convey the Regional Park Site to the County by means of a deed, the form of which is attached to this Agreement as Exhibit B, which is incorporated herein by reference (the "Special Warranty Deed"). As more specifically set forth in Exhibit B, the Special Warranty Deed contains restrictions prohibiting the use of the Regional Park Site for any purpose other than as a Regional Park, prohibiting the County from leasing or transferring any interest in the Regional Park Site to any person, entity or organization without any opportunity for HRCA and Mission to review and comment, and providing HRCA and Mission with the right to review and comment on any proposed improvements to the Regional Park Site.

3.5 Time of Conveyance. Mission and/or Sand Creek shall convey the Regional Park Site to the County within sixty (60) days after written request of the County.

3.6 Costs. All costs associated with subdivision of the Regional Park Site, title issues related thereto (including, but not limited to title insurance), and conveyance of the site shall be borne by Mission.

3.7 Park Land Credit. Conveyance of the Regional Park Site to the County by Mission and/or Sand Creek pursuant to this Agreement will be in full compliance and satisfaction of Mission's commitment set forth in Section A., (7), page 3 of the Preamble to the Development Guide, to convey up to 202 acres of land to the County for the expansion of the Highlands Heritage Regional Park. County acknowledges that following the conveyance of the Regional Park Site, Mission shall have no further obligation to convey Regional Park land to the County whether pursuant to the Development Guide, County Regulations, or otherwise.

3.8 Limitation on Requirement for Notice to or Approval of Mission. When any requirement is made herein concerning notice to Mission, the same shall be required only until two years after the substantial completion of either residential or nonresidential build out of the area covered by the Development Guide, or 75 years after the November 15, 1988 date of the Open Space Agreement, whichever occurs first.

#### IV. MISCELLANEOUS:

4.1 Amendments. This Agreement may be amended or terminated only in writing, signed by each of the parties hereto.

4.2 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof.

4.3 No Implied Representations. No representations, warranties or certifications, express or implied, shall exist as between the parties except as stated herein.

4.4 Waivers and Modifications in Writing. No amendments, waivers or modifications hereof shall be made or deemed to have been made unless in writing executed by the party to be bound thereby.

4.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.6 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

4.7 Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.

4.8 Exhibits Incorporated. All exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

4.9 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement, and the parties agree to renegotiate that provision to be valid, legal and enforceable and to reflect as closely as possible the original intent of the parties hereto as expressed herein with respect to the subject matter of that provision.

4.10 Notices. All notices, payments and other required communications ("Notices") to the parties hereto shall be in writing, and shall be addressed respectively as follows:

TO: Mission Viejo Company  
Attn: Jerry Poston  
8822 South Ridgeline Boulevard  
Highlands Ranch, Colorado 80126

TO: Sand Creek Cattle Company  
Attn: Joseph B. Blake  
8822 South Ridgeline Boulevard  
Highlands Ranch, Colorado 80126

TO: Highlands Ranch Community Association, Inc.  
Attn: President of Board of Directors and Community Manager  
36 West Springer Drive  
Highlands Ranch, Colorado 80126

TO: County of Douglas, State of Colorado  
Attn: Board of County Commissioners  
101 Third Street  
Castle Rock, Colorado 80104

All Notices shall be given (a) by personal delivery to the parties hereto, (b) by overnight courier, or (c) by electronic communication, with a confirmation sent by registered or certified mail, return receipt requested. All Notices shall be effective and shall be deemed delivered (d) if by personal delivery or overnight courier on the date of delivery if delivered during normal business hours and, if not delivered during normal business hours, on the next business day following delivery, (e) if by electronic communication on the next business day following receipt of the electronic communication, and (f) if solely by mail on the next business day after actual receipt. A party hereto may change its address by Notice to the other parties hereto.

4.11 Survival of Provisions. Any provisions of this Agreement which require observance or performance subsequent to the date that Mission and/or Sand Creek convey the

Regional Park Site shall continue in full force and effect subsequent to such date and shall not be merged with the deed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MISSION VIEJO COMPANY,  
a California corporation

By Jerry T. Poston  
Senior Vice President

ATTEST:

By James B. Boyd  
Assistant Secretary

SAND CREEK CATTLE COMPANY,  
a Colorado corporation

By A. J. Drake  
President

ATTEST:

By James B. Boyd  
Secretary

COUNTY OF DOUGLAS, STATE OF  
COLORADO, acting by and  
through its Board of County  
Commissioners

By James R. Kelly  
Chairman, Board of County Commissioners

ATTEST:

By Wanda K. Kelly  
Clerk and Recorder of  
Douglas County



HIGHLANDS RANCH COMMUNITY ASSOCIATION, INC., a Colorado nonprofit corporation

ATTEST:

By Allen E. Chapman  
Allen E. Chapman, President

By: [Signature]  
Secretary

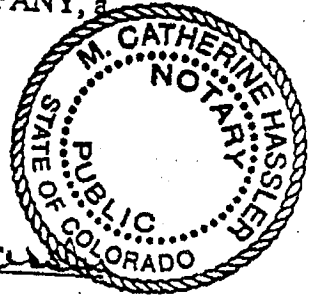
STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 1996 by Jerry T. Poston, as SR. Vice President and James B. Borjell, as Assistant Secretary of MISSION VIEJO COMPANY, a California corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires 8-29-1999

M. Catherine Hassler  
Notary Public



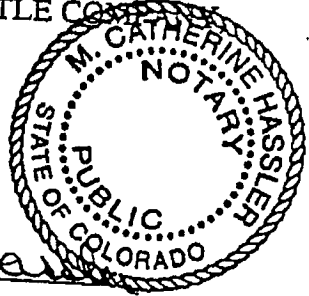
STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 1996, by Joseph B. Blake, as Vice President and James B. Borjell, as Assistant Secretary of SAND CREEK CATTLE CO, a Colorado corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires 8-29-1999

M. Catherine Hassler  
Notary Public



STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 4th day of November, 1996, by Allen E. Chapman, as President and Muirren Anderson as Secretary of HIGHLANDS RANCH COMMUNITY ASSOCIATION, INC., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 1/24/98


Regina Jack  
Notary Public

STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 6th day of November, 1996, by James R. Sullivan, Chairman of the Board of County Commissioners of COUNTY OF DOUGLAS, STATE OF COLORADO, acting by and through its Board of County Commissioners.

Witness my hand and official seal.

My commission expires: 11/23/98

Cindy L. Hancock  
Notary Public  




# LEGAL DESCRIPTION

## DOUGLAS COUNTY REGIONAL PARK EXPANSION

THAT PORTION OF SECTION 19 AND SECTION 30, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

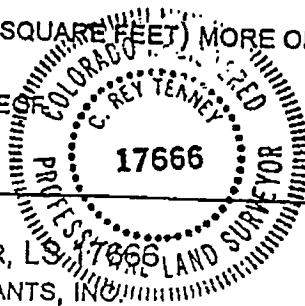
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 19, SAID WESTERLY LINE ALSO BEING THE CENTERLINE OF DANIELS PARK ROAD, SOUTH  $00^{\circ}11'06''$  EAST 3244.00 FEET; THENCE LEAVING SAID WESTERLY SECTION LINE AND SAID CENTERLINE NORTH  $89^{\circ}48'54''$  EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DANIELS PARK ROAD; THENCE NORTH  $90^{\circ}00'00''$  EAST 5287.26 FEET TO THE EASTERLY LINE OF SAID SECTION 19; THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH  $00^{\circ}01'10''$  EAST 1667.70 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH  $89^{\circ}03'29''$  WEST 1193.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE 737.40 FEET THROUGH A CENTRAL ANGLE OF  $56^{\circ}20'00''$ ; THENCE TANGENT TO SAID CURVE SOUTH  $32^{\circ}43'29''$  WEST 226.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 350.00 FEET, THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CURVE 506.24 FEET THROUGH A CENTRAL ANGLE OF  $82^{\circ}52'22''$ ; THENCE TANGENT TO SAID CURVE NORTH  $64^{\circ}24'09''$  WEST 262.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 300.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE 178.18 FEET THROUGH A CENTRAL ANGLE OF  $34^{\circ}01'47''$ ; THENCE TANGENT TO SAID CURVE NORTH  $30^{\circ}22'22''$  WEST 528.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE 674.87 FEET THROUGH A CENTRAL ANGLE OF  $77^{\circ}20'05''$ ; THENCE TANGENT TO SAID CURVE SOUTH  $72^{\circ}17'33''$  WEST 401.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET, THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE 120.89 FEET THROUGH A CENTRAL ANGLE OF  $69^{\circ}16'00''$ ; THENCE TANGENT TO SAID CURVE NORTH  $38^{\circ}26'27''$  WEST 328.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 500.00 FEET, THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE 780.70 FEET THROUGH A CENTRAL ANGLE OF  $89^{\circ}27'43''$ ; THENCE TANGENT TO SAID CURVE SOUTH  $52^{\circ}05'50''$  WEST 370.73 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DANIELS PARK ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH  $00^{\circ}11'06''$  WEST 1412.58 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 202.000 ACRES (8,799,120 SQUARE FEET) MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF

  
C. REY TENNEY

COLORADO REGISTERED LAND SURVEYOR, LICENSE NO. 17666  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.



OCT, 22, 1996  
DATE

SEC 19

NORTH LINE OF  
OPEN SPACE CONSERVATION  
AGREEMENT (OSCA)

202.00 ACRES

SEC 30

CONCEPTUAL ALIGNMENT

P.O.C.  
NW CORNER SECTION 19,  
T6S, R67W

CL DANIELS PARK ROAD  
3246.00'  
5001'08"E  
1412.58'  
8001'00"W

S. QUEBEC ST.  
5001'10"E 1667.70'  
FUTURE ALIGNMENT

N69°48'54"E  
30.00'

T.P.O.B.

N90°00'00"E 5287.25'

S52°03'50"W  
370.73'

Δ = 89°27'45"  
R = 500.00'  
L = 780.70'

N33°28'27"W  
328.29'  
Δ = 69°16'00"  
R = 100.00'  
L = 120.89'

S72°17'33"W  
401.89'  
Δ = 77°20'05"  
R = 500.00'  
L = 574.37'

N30°22'22"W  
528.81'  
Δ = 34°01'47"  
R = 300.00'  
L = 178.18'

N64°24'08"W  
262.22'

Δ = 82°52'22"  
R = 350.00'  
L = 506.24'

S59°03'29"W  
1193.54'

Δ = 56°20'00"  
R = 750.00'  
L = 737.40'

S32°43'29"W  
228.12'



1 inch = 1000 ft.



10/17/98  
1:1000  
AZTEC  
7200 E. Dry Creek Rd., Suite C-102, Englewood, CO 80712  
PH (303) 713-1898 FAX (303) 713-1897

**AzTEC CONSULTANTS, Inc.**  
A LAND SURVEYING COMPANY

7200 E. Dry Creek Rd., Suite C-102, Englewood, CO 80712  
PH (303) 713-1898 FAX (303) 713-1897

**EXHIBIT A**  
DOUGLAS COUNTY  
REGIONAL PARK EXPANSION

11/26/01

Exhibit B

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed") is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by SAND CREEK CATTLE COMPANY, a Colorado corporation ("Sand Creek"), whose address is 8822 South Ridgeline Boulevard, Highlands Ranch, Colorado 80126, to the COUNTY OF DOUGLAS, STATE OF COLORADO ("County"), a political subdivision of the State of Colorado, whose address is 301 Wilcox Street, Castle Rock, Colorado 80104.

GRANT

SAND CREEK, in consideration of the covenants, conditions and restrictions contained herein, but without monetary consideration, has granted, bargained, sold and conveyed and hereby does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, all of the following described property located in the County of Douglas, State of Colorado (the "Property"), as more particularly described in the attached Exhibit A, which is incorporated herein by reference.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever of Sand Creek, either in law or equity, of, in and to the Property;

SUBJECT TO the "Permitted Exceptions," which shall mean (a) the covenants, conditions, restrictions, exceptions, easements, rights-of-way, prior conveyances of water and mineral rights and other matters of record; (b) any taxes and assessments, including special assessments not yet due and payable; and, (c) those additional matters set forth on the attached Exhibit B, which is incorporated herein by reference.

AND SUBJECT FURTHER to the covenants, conditions, restrictions and reservations hereinafter set forth;

TO HAVE AND TO HOLD the Property, with the appurtenances, unto Grantee, its successors and assigns forever.

AND Sand Creek, for itself, its successors and assigns, covenants and agrees to and with Grantee, its successors and assigns, to warrant the title and defend the quiet and peaceable possession of the Property, by Grantee, its successors and assigns, against every person who lawfully claims the Property or any part thereof, by, through or under Sand Creek, subject to the Permitted Exceptions, and the covenants, conditions, restrictions and reservations herein contained.

I. EASEMENTS

1. Access Easements. "Access Easements" shall mean easements reasonable and necessary for access to and from the Annexable Area and any other property now or hereafter owned by Mission Viejo Company, a California corporation ("Mission"), and/or Sand Creek.

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2. Utility Easements. "Utility Easements" shall mean easements for installation, construction, operation, maintenance, repair and replacement of underground lines and facilities and surface-mounted equipment and appurtenances for utility purposes, including, but not limited to, water, sewer, gas, electricity, telephone and cable television service to serve the Annexable Area and any other property now or hereafter owned by Sand Creek.

3. Drainage Easements. "Drainage Easements" shall mean easements for drainage and for installation, construction, operation, maintenance, repair and replacement of gutters, culverts, underground lines, and other facilities for drainage purposes to serve the Annexable Area and any other property now or hereafter owned by Sand Creek.

4. Annexable Area. "Annexable Area" shall mean all of the real property described on Exhibit B attached to the Community Declaration as hereinafter defined.

5. Community Declaration. "Community Declaration" shall mean the Community Declaration for Highlands Ranch Community Association, Inc., dated September 1, 1981, and recorded September 17, 1981, in Book 421 at Page 924 of the records in the office of the Clerk and Recorder of Douglas County, Colorado and all amendments thereto.

6. Granting of Easements. During the Approval Period, Grantee will, without further consideration, grant Sand Creek, its successors and assigns, Access Easements, Utility Easements and Drainage Easements (together, "Easements") within the Property, to the extent that any facilities or improvements planned for installation within the Easements (the "Improvements") do not unreasonably interfere with any existing or then-planned facilities or improvements within the Property. For purposes of this paragraph, "then-planned facilities or improvements within the Property" shall mean any facilities or improvements of Grantee which are not yet constructed but have been provided for within Grantee's current facilities budget, or which are included in the then current facilities plan of the Grantee, with construction scheduled to commence within two (2) years of the date of submittal of the Plans for such Improvements to the County by Sand Creek as hereinafter provided. Sand Creek shall submit plans for any proposed Improvements ("Sand Creek's Plans") to Grantee no less than nine (9) weeks prior to the commencement of construction, and Grantee shall have six (6) weeks from receipt of Sand Creek's Plans to review and approve them or to notify Sand Creek in writing of Grantee's objections thereto. Grantee's failure to notify Sand Creek of its objections in writing within six (6) weeks of Grantee's receipt of Sand Creek's Plans shall be deemed an approval of Sand Creek's Plans and the Improvements. Notwithstanding the foregoing, prior to the granting of any Access Easements, Utility Easements, or Drainage Easements pursuant to this Section, Sand Creek shall have given written notice of the proposed conveyance to HRCA, as hereinafter defined, at least sixty (60) days prior to the conveyance.

## II. RESTRICTIONS AND RESERVATIONS

1. Approval Period. "Approval Period" shall mean the period of time commencing on the date of this Deed and expiring on the date which is two years after the substantial completion of either the residential or non-

residential build out of the Annexable Area, or seventy-five (75) years after the date of this Agreement, which ever occurs first. Upon the expiration of the Approval Period, any approvals, consents or notices which would otherwise be obtained from or delivered to Mission and/or Sand Creek pursuant to this deed shall only be obtained from or delivered to HRCA.

2. Limitation on the Use of the Property. County shall use the Property solely for regional park purposes, including but not limited to irrigated play fields, picnic units, playgrounds, restroom facilities, drinking fountains, non-motorized multipurpose trails, group picnic pavilions and for such other similar purposes (together, the "Park Improvements"), and for the purposes of the Easements as herein provided.

3. Subsequent Conveyances. County shall not convey all or any portion of the Property, including a leasehold interest, to any third party without prior opportunity of Sand Creek and HRCA to review and comment.

4. Approval of Plans. Prior to commencing construction of the Park Improvements, or making any changes, alterations or additions to any Park Improvements, County shall submit a full set of plans for such Park Improvements, and any changes, alterations or additions thereto, to Sand Creek and to the HRCA for their review and comment. County shall submit such Plans to Sand Creek and HRCA no less than sixty (60) days prior to the date that County intends to commence construction, and Sand Creek and HRCA shall have thirty (30) days from the date of receipt to provide the County with their written comments on the Plans. If comments are received by County from Sand Creek or HRCA within such thirty (30) day period, County and the commenting party (or parties) shall meet in good faith to discuss the issues raised by such comments.

5. Covenants to Run with the Property. The covenants, conditions and restrictions contained in this Deed relating to the Property touch and concern the Property, and the burden of such covenants, conditions and restrictions shall run with the Property and bind all subsequent owners of any portion of the Property. The benefit of such covenants, conditions and restrictions shall run to, and such covenants, conditions and restrictions may be enforced by, Sand Creek, any successor to Sand Creek by consolidation or merger, and any other successor, assign or transferee of Sand Creek to the extent that the rights of Sand Creek hereunder are specifically assigned by a written instrument.

IN WITNESS WHEREOF, Sand Creek has executed this Special Warranty Deed the day and year first above written.

SAND CREEK CATTLE COMPANY,  
a Colorado corporation

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By \_\_\_\_\_  
Vice President