

SITE LEASE

THIS SITE LEASE (the "Site Lease") is entered into so that it is effective as of the 1st day of February, 2023 (the "Effective Date"), by and between Douglas County School District RE-1, whose address is 620 Wilcox Street, Castle Rock, Colorado 80104 (the "School District") and **THE LEMAN ACADEMY OF EXCELLENCE—DOUGLAS COUNTY, COLORADO, INC.** (the "Corporation"), whose address is 3300 E. Sunrise Dr. Suite 150, Tucson, Arizona 85718, Attention: Chief Executive Officer ("Corporation").

RECITALS

WHEREAS, the School District is a political subdivision of the State of Colorado (the "State") duly organized and validly existing under the laws of the State of Colorado; and

WHEREAS, the Corporation is a Colorado non-profit corporation organized under the laws of the State of Colorado for the purpose of financing the construction of a PreK-8 replicated charter school for the Lemman Classical School, Douglas County, Colorado (the "Charter School"); and

WHEREAS, the School District and the Charter School have executed and delivered that certain charter school contract approved by the Douglas County School District Board of Education on January 24, 2023 (the "Charter Contract") pursuant to which the Charter School is entitled to operate a PreK-8 charter school within the boundaries of the School District; and

WHEREAS, the School District is the owner of unimproved real property located in Douglas County, Colorado and more particularly described as Tract A, Cielo Subdivision Filing 1 which was dedicated to the School District for school purposes (the "Dedicated School Site"); and

WHEREAS, the Dedicated School Site is adjacent to a school park improved with school park facilities that were constructed, in part, to benefit the Dedicated School Site and for which the School District has agreed to pay one half of the capital replacement services and one half of the capital replacement costs (collectively the "School Park Fees") pursuant to that certain Agreement Regarding School Park Facilities Construction, Use, and Maintenance dated November 12, 2019 (the "School Park IGA"), attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Corporation desires to lease that portion of the Dedicated School Site described in Exhibit C, attached hereto and incorporated herein (the "Site") for the purpose of financing, constructing, and equipping a PreK-8 charter school to be leased to the Charter School (the "Project"); and

WHEREAS, the Project will be constructed with moneys generated from the issuance of bonds by a conduit issuing authority in or outside of the State of Colorado, or other types of financings, refinancings, or loans (each a "Conduit Financing" and collectively the "Conduit Financings") pursuant to which the Site is to be mortgaged, encumbered, or otherwise assigned by the Corporation to secure the repayment of any Conduit Financing the proceeds of which are used to finance or refinance in whole or in part the costs of the Project; and

WHEREAS, the Charter School will be leasing the Site from the Corporation pursuant to one or more financing leases or subleases, on an annual appropriation basis (collectively, the "Financing Lease")

with the rents to be paid by the Charter School under the Financing Lease to be used for the payment of the financial obligations under the Conduit Financings; and

WHEREAS, the Board of Education (the "Board") of the School District is authorized by Section 22-32-110(f) of the Colorado Revised Statutes to rent or lease School District property not needed for its purposes in the case of a charter school using debt financing, for a term not exceeding the term of the debt financing, and a subsequent refinancing, subject to all land use and building and zoning plans, codes, resolutions, and regulations; and

WHEREAS, the Dedicated School Site is located in an articulation area in which there is increased demand for a center-based program to meet the needs of students with disabilities enrolled in the School District; and

WHEREAS, in lieu of rent or operating expenses and as material consideration for the lease of the Site, the Corporation desires to construct, as part of the Project, a center-based program meeting the requirements set forth in Exhibit B, attached hereto and incorporated herein, for the School District's exclusive operation and use (the "Center-Based Program Improvements"); and

WHEREAS, in lieu of rent or operating expenses and as additional material consideration for the lease of the Site, the Corporation desires to reimburse the School District for the School Park Fees incurred pursuant to the School Park IGA; and

WHEREAS, the Board hereby finds that, with the construction of the Center-Based Program Improvements and reimbursement for the School Park Fees, the Site is not needed within the foreseeable future for its purpose and may be leased to the Corporation; and

WHEREAS, the Board desires to lease the Site to the Building Corporation and the Building Corporation desires to lease the Site from the School District pursuant to this Site Lease.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Demise. Subject to the provisions contained in this Site Lease, the School District leases to the Corporation and the Corporation leases from the School District the Site for the Term.
2. Consent to Conduit Financing. Subject to the School District's rights under this Site lease, the School District consents to the Conduit Financings. If the Corporation has not entered into one or more Conduit Financings to finance the Project within one (1) year of the Effective Date, this Site Lease shall automatically terminate.
3. Term.
 - a. Subject to earlier termination as provided herein, the term (the "Term") of this Site Lease shall be for thirty (30) years, commencing at 12:01 a.m. on the Effective Date and ending at 11:59 p.m. on January 31, 2053 unless any Conduit Financing is a continuing obligation of the Corporation at which time such Term will be

automatically renewed annually on each July 1 until any Conduit Financing has been paid in full and the Corporation is not subject to further obligations thereunder.

4. Construction of Project.

- a. The Corporation shall construct the Project, including the Center-Based Program Improvements, on the Site with proceeds from the Conduit Financings and other sources. The Corporation shall construct the Project, in accordance with applicable federal, state, and local laws and regulations, including but not limited to C.R.S. § 22-32-124. Prior to commencing construction of the Project on the Site, the Corporation shall submit (1) a copy of its location and extent application and supporting documentation, including without limitation site plans, and (2) drawings and specifications for the Center-Based Program Improvements to the School District for review and approval, which approval shall not be unreasonably withheld. Once approved by the District, the Corporation will construct the Project in accordance with the requirements of the Financing Documents (as hereinafter defined). The Corporation warrants that the Project shall be constructed in a good and workmanlike manner and in accordance with applicable law.
- b. The Parties acknowledge and agree that the local planning jurisdiction may require the Corporation to construct public or private rights-of-way, utilities, and other site infrastructure serving the Project on, over, and across portions of the Dedicated School Site outside of the Site boundaries. The Parties shall cooperate in the preparation of mutually acceptable easements and other agreements permitting the Corporation to locate such infrastructure at locations on the Dedicated School Site reasonably acceptable to the School District. Unless the parties agree otherwise, the Corporation shall be responsible for maintenance and repair costs of such infrastructure unless and until the School District develops the remainder of the Dedicated School Site, in which case the parties shall enter into mutually acceptable agreements to share, on a pro rata or other basis, such costs.

5. Rent. In lieu of rental or operating expense payments and as material consideration for the Board entering into this Site Lease, the Corporation shall:

- a. Construct the Center-Based Program Improvements in accordance with Section 4 hereof and shall allow and cause the Charter School to allow the School District to operate at no cost therein (except as otherwise agreed to between the School District and the Charter School), pursuant to a sublease, license, memorandum of understanding, or other agreement acceptable to the School District, the Corporation, and the Charter School, one or more center-based programs for students with disabilities enrolled in the School District during the Term. Notwithstanding anything in this Site Lease, or the terms or conditions of the Financing Lease, indentures, agreements, or related documents controlling the Conduit Financings (collectively, the "Financing Documents"), any person or entity acquiring the leasehold interest under this Site Lease through an "event of default" or an "event of nonappropriation" (as those terms are defined in the Financing Documents) shall agree for itself and its successors in interest that the School District's right to use the Center-Based Program Improvements under this Section 5

shall not be disturbed during the Term. If at any time during the Term there is no longer a public preK-8 charter school operating at the Site, then the School District shall have the right to use the Center-Based Program Improvements for any school district purpose permitted by law; provided, however, that if a Conduit Financing is outstanding, then the School District shall not use the Center-Based Program Improvements in such a way as to cause such Conduit Financing to lose its exemption from federal or state income tax.

- b. Pay to the School District the School Park Fees incurred by the School District under the School Park IGA within thirty (30) days of receiving an invoice therefor. The School District shall include a Corporation designee in its annual review of the Capital Improvement Plan under the School Park IGA.

6. Permitted Use.

- a. The Corporation shall use the Site solely for the purpose of subletting the same to the Charter School pursuant to the Financing Lease so that the Charter School may operate its replicated charter school in compliance with the terms of the Charter Contract.
- b. The provisions of (6)(a) above notwithstanding, if there is an “event of nonappropriation” or an “event of default” by the Charter School under the Financing Lease or the Financing Documents, then the Corporation shall cause the Charter School to vacate the Site at the end of the then-current school year and shall give written notice of such event to the School District. Within ninety (90) days from its receipt of the Corporation’s notice, the School District shall have the right, but not the obligation, to elect to either (i) assume the sublease from the Charter School and operate the Site for any School District purpose authorized by law; provided, however, that the School District shall not operate the Site in such a way as to cause the Conduit Financing to lose its exemption from federal or state income tax, or (ii) purchase the interest of the Corporation in the balance of the term of this Site Lease by paying an amount equal to the cost of defeasing or paying in full all outstanding Conduit Financings, pursuant to and in accordance with the Financing Documents. If the School District does not give the Corporation written notice of such election within the ninety-day period, then the Corporation may use the Site or sublet the Site to another charter school, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 or as otherwise permitted pursuant to the terms of the Financing Documents.

7. Purchase Option.

- a. Provided Corporation is not in default of its obligations hereunder, then on or after the date that is ten (10) years after the Effective Date, Corporation shall have the option to purchase the School District’s right, title, and interest in and to the Site for a purchase price of Ten Dollars and No/100 (\$10.00) (the “Option”). Conveyance of the Site shall be by special warranty deed and in accordance with a mutually acceptable real estate purchase contract with standard terms and conditions for the conveyance of school district property. The School District’s obligation to convey the

Site to the Corporation shall be conditioned on the following:

- i. The Corporation at its cost and expense shall subdivide the Dedicated School Site to create the Site as a separately transferable parcel. The School District shall use reasonable efforts to cooperate with the Corporation's efforts to subdivide the Dedicated School Site, provided that any such cooperation shall be at no more than nominal expense to the School District.
- ii. The Parties shall enter into a mutually agreeable sublease, license, memorandum of understanding, or similar agreement for the School District's continued use of the Center-Based Improvements at no cost to the School District (except as otherwise agreed to between the School District and the Charter School).
- iii. The Parties shall enter into and record a restrictive covenant and deed restriction restricting the use of the Site to School District or authorized School District charter school purposes.

- b. The Corporation may exercise the Option by delivering written notice to the School District of its intent to exercise the Option (the "Option Notice"). The Parties shall use reasonable efforts to negotiate a mutually acceptable real estate contract within thirty (30) days of the Corporation's delivery of the Option Notice.

8. Quiet Enjoyment. The School District covenants and agrees that, provided the Corporation is not in default and keeps, observes, and performs the covenants and agreements of Corporation contained in this Site Lease, the Corporation shall have quiet and peaceable possession of the Site and the School District hereby acknowledges that the Corporation shall have a leasehold interest in the Site Leased Property.

9. Condition of Site. The Corporation covenants and agrees that, upon taking possession of the Site, the Corporation shall be deemed to have accepted the Site "as is" and the Corporation shall be deemed to have waived any warranty of condition or habitability, suitability for occupancy, use or habitation, fitness for a particular purpose or merchantability, express or implied relating to Site.

10. Assignments and Subleases.

- a. Except for a sublease of the Site to the Charter School as part of the Conduit Financings or as otherwise provided in Section 6(b) hereof, and as otherwise provided in subsection (b) below, the Corporation may not sell or assign its rights under this Site Lease or sublet the Site, or any portions thereof, without the written consent of the School District, which consent may be withheld in the School District's sole discretion.
- b. During the term of this Site Lease, the Corporation may provide for the establishment of encumbrances on its leasehold interest under this Site Lease for the purpose of establishing a leasehold interest in or perfecting security interests for the Conduit Financings, which may be assigned without consent of the School District to the issuer of or trustee for any Conduit Financings.

11. No Liens.

a. The Corporation covenants and agrees that nothing contained in this Site Lease shall be construed as consent by the School District to subject the estate of the School District to liability for construction liens. It is expressly understood that the School District's estate shall not be subject to such liability. The Corporation shall notify any and all parties or entities performing work or providing materials relating to any improvements made by the Corporation of this provision of this Site Lease. If so requested by the School District, the Corporation shall file a notice satisfactory to the School District in the public records of Douglas County stating that the School District's interest shall not be subject to liens for improvements made by the Corporation. In the event that a construction lien is filed in connection with any work performed by or on behalf of the Corporation, the Corporation shall satisfy such claim, or transfer same to security, within ten (10) days from the date the Corporation receives notice of such filing. In the event that the Corporation fails to satisfy or transfer such claim within said ten (10) day period, the School District may do so and thereafter charge the Corporation, and the Corporation shall promptly pay to the School District upon demand all costs incurred by the School District in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, the Corporation agrees to indemnify, defend, and hold the School District harmless from and against any damage or loss incurred by the School District as a result of any construction lien.

b. The School District covenants and agrees not to mortgage or lien the Site.

12. Right of Entry. The School District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

13. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the School District may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Site under this Site Lease; provided, however, that as long as the issuer or trustee of any Conduit Financing or the Charter School, as applicable, shall assume this Site Lease from the Corporation, no event of default under this Site Lease shall allow the District to remove any tenant while the Conduit Financing is outstanding or the Charter School from the Site during the term of the Site Lease. The School District may waive any event of default under this Site Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

14. Taxes; Maintenance; Insurance.

a. During the Term, the Corporation covenants and agrees (a) to pay or cause to be paid any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Site, (b) to pay or cause to be paid all maintenance costs and utility charges in connection with the Site, (c) to pay or cause to pay maintenance, snow removal, and related costs for the Site, (d) to maintain the

Site in good condition and (e) to insure the Site or cause the Site to be insured in accordance with the requirements of the Financing Documents.

b. The provisions of the Financing Documents shall govern with respect to the maintenance of insurance hereunder during the Term. All such insurance shall name the School District as an additional insured.

15. Indemnification. To the extent permitted by law, the Corporation shall indemnify, defend, and hold harmless the School District and its past and present directors, employees, and agents from and against any and all losses, damages, costs (including, without limitation, attorneys' fees and court costs), liabilities, causes of action, and settlements arising from or brought in connection with or related to the Corporation's operations and/or the conduct of any of the Corporation's directors, board members, employees, agents or contractors.

16. Assumption of Risk. The School District assumes all risks related to its use of the Center-Based Program Improvements. The Corporation understands and agrees that the School District and its directors and employees are relying on, and do not waive or intend to waive by any provision of this Site Lease, the defenses, monetary limitations, or other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 eq seq., as from time to time amended.

17. Damage, Destruction, or Condemnation. In the event that either (i) the Site or any portion thereof is destroyed (in whole or in part) or damaged by fire or other casualty, (ii) title to, or the temporary or permanent use of the Site or any portion thereof or the estate of the School District, the Corporation or any sublessee or assignee of the Corporation in the Site or any portion thereof shall be taken under the exercise of the power of eminent domain, (iii) breach of warranty or any material defect with respect to the Site shall become apparent, or (iv) title to or the use of all or any portion of the Site shall be lost by reason of defect in the title thereto, the Corporation or any sublessee or assignee of the Corporation shall cause any proceeds of any insurance, performance bonds, condemnation award, or any proceeds received as a consequence of default or breach of warranty under any contract relating to the Site to be applied in accordance with the provisions of the Financing Documents.

18. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

19. No Merger. The School District and the Corporation intend that the legal doctrine of merger shall have no application to this Site Lease and that neither the execution and delivery of the Financing Documents by the Corporation and the Charter School, nor the exercise of any remedies under this Site Lease or any rights of the School District upon the loss by the Charter School of its charter, shall operate to terminate or extinguish this Site Lease.

20. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Corporation and the School District and their respective successors and assigns.

21. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, to the addresses indicated in the first paragraph of this Site Lease or to such other addresses as the respective parties may from time to time designate in writing.

22. Amendments, Changes and Modifications. Except as otherwise provided herein and in the Financing Documents, this Site Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this Site Lease is executed.

23. Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Site Lease.

24. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

25. Attorneys' Fees and Costs. In any dispute arising from or relating to this Site Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in enforcing or collecting upon any judgment, order or award.

26. Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Site Lease.

27. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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IN WITNESS WHEREOF, the parties have signed this Site Lease with the intent that it shall be effective as of the date set forth in the introduction.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

Mike Peterson, Board President

ATTEST:

Becky Myers, Board Secretary

THE LEMAN ACADEMY OF EXCELLENCE—DOUGLAS COUNTY, COLORADO, INC. (Building Corporation)

Ronald Hatcher, President

ATTEST:

Nicholas Lawson, Secretary

EXHIBIT A
Agreement Regarding School Park Facilities Construction, Use, and Maintenance

**AGREEMENT REGARDING SCHOOL PARK FACILITIES CONSTRUCTION,
USE, AND MAINTENANCE**

THIS AGREEMENT REGARDING SCHOOL PARK FACILITIES CONSTRUCTION, USE, AND MAINTENANCE (“Agreement”) is entered into as of this 12th day of November, 2019, by and among CIELO METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “Cielo MD”), FORESTAR (USA) REAL ESTATE GROUP INC. and/or assigns (the “Developer”) and DOUGLAS COUNTY SCHOOL DISTRICT, a Colorado school district (“DCSD”) (collectively, the “Parties”).

RECITALS

- A. Cielo MD is a special district organized pursuant to Section 32-1-101, C.R.S. *et seq.*
- B. Forestar (USA) Real Estate Group, Inc. (the “Developer”) owns certain property located in unincorporated Douglas County (the “Property”), which Property is depicted on Exhibit A attached hereto and made a part hereof.
- C. The Property is within the boundaries of the Cielo MD.
- D. The Developer received approval for a Final Plat for the Property, Case SB 2016-040, for a 343-lot residential subdivision in Douglas County Colorado (“Cielo”). As part of the project, the Developer is required to dedicate 7.29 acres of real property or provide cash-in-lieu of dedication for the purpose of a school land dedication. The Developer has agreed to contribute a voluntary Capital Mitigation fee in the amount of \$2,654 per unit or a total of \$910,322.
- E. An associate of the Developer owns and has received approval of a Final Plat for the adjacent property to be known as Stone Creek Ranch Filing No. 1 (“SCR”) Case SB 2016-016, for a 329-lot residential subdivision in Douglas County Colorado, which adjacent property is within the Stone Creek Metropolitan District (“Stone Creek MD”). As part of the SCR approval, SCR is required to dedicate 6.984 acres of real property or provide cash-in-lieu of dedication for the purpose of a school land dedication. SCR has agreed to contribute a voluntary Capital Mitigation fee in the amount of \$2,671 per unit or a total of \$878,759.
- F. To satisfy the school land dedication requirements for Cielo and SCR, the Developer dedicated 22.482 acres of real property to Douglas County (the “County”) for DCSD purposes (the “School Site”).
- G. DCSD anticipates the completion of the School Site no earlier than 2029.
- H. The Developer desires to design and construct a public park and related improvements (the “School Park”) which will benefit the School Site and the public on real property located within the Property and adjacent to the School Site, and more particularly described on Exhibit A (collectively with the School Park, the “School Park Facilities”) the

cost of which would offset Cielo and SCR's voluntary capital mitigation fees pursuant to the respective Project approval requirements.

I. Pursuant to the authority granted to the Cielo MD by its Service Plan, as approved by the County on September 8, 2016, as it may be amended from time to time (the "**Service Plan**"), Cielo MD intends to acquire certain public improvements (the "**Improvements**") to benefit the property within the boundaries of Cielo MD, including but not limited to the School Park Facilities.

J. Cielo MD agrees that the School Park Facilities will benefit the property owners within Cielo MD.

K. Cielo MD and Developer entered into that certain Facilities Funding and Acquisition Agreement effective as of November 30, 2016 (the "**FFAA**"), whereby Cielo MD and the Developer set forth the rights, obligations, and procedures for the acquisition of the Improvements, which shall apply to Cielo MD's acquisition of the School Park Facilities.

L. The Developer and DCSD entered into that certain Memorandum of Understanding dated August 30, 2017 (the "**MOU**"), whereby the Developer and DCSD expressed their intent to negotiate and enter into this Agreement to efficiently provide for the construction and maintenance of the School Park Facilities.

M. The Parties desire to enter into this Agreement to establish each Party's responsibility, and the timing of same, for the design, construction, ownership, operation, and maintenance of the School Park Facilities, and the funding thereof.

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

COVENANTS AND AGREEMENTS

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. Design Commitment for the School Park Facilities. The elements of the design of the School Park Facilities shall include a general play field, a ball field, a gaga pit, a hard surface play area, a gazebo, one-half of a parking lot and a trail as shown on the Park Plan attached hereto as **Exhibit B**.

3. Construction Commitment for the School Park Facilities.

(a) No later than December 31, 2025, or upon such other date agreed to by the Parties in writing, the Developer and/or Cielo MD shall complete, or shall cause to be completed

the School Park Facilities in a good and workmanlike manner and in accordance with applicable law.

(b) The funding for the School Park Facilities shall be secured through a separate Subdivision Improvement Agreement (“SIA”) between the County and the Developer and/or Cielo MD.

4. Cost of Construction of the School Park Facilities and Eligible Offsets and Credits. Developer shall pay one hundred percent (100%) of the design and construction costs of the School Park Facilities (the “Costs”). The Developer and DCSD have previously agreed that the value of such Costs totals \$524,101. The Costs shall offset Cielo and SCR’s voluntary capital mitigation fees after land dedication credits for both projects as outlined below:

(i) Developer Contributions

School Site Dedication (22.482 acres @ 95,445/acre)	\$2,145,794.49
School Park Facilities	524,101.00
Detention/Water Quality Land and Improvements	100,000.00
Perpetual Park	331,265.38
Maintenance/Irrigation Obligation	
TOTAL ELIGIBLE CREDITS	\$3,101,160.87

(ii) Offsets

Cielo School Site (7.29 acres @ \$95,544/acre)	(\$695,794.05)
SCR School Site (6.984 acres @ \$83,842/acre)	(\$585,552.53)
Cielo Capital Mitigation Fees (343 units @ \$2,654/unit)	(\$910,322.00)
SCR Capital Mitigation Fees (329 units @ \$2,671/unit)	(\$878,759.00)
TOTAL ELIGIBLE OFFSETS	(\$3,070,427.58)

The Parties hereby agree pursuant to this Section 4 that upon application of all offsets against the eligible credits as described herein, there shall be zero (-0-) dollars due to DCSD by Cielo or SCR for Land Dedication Fees or Capital Mitigation Fees. Furthermore, Cielo MD acknowledges that Developer will be receiving payments from homebuilders in both Cielo and SCR in an amount equal to all of the respective voluntary Capital Mitigation Fees due for each project to offset the Costs and excess land dedication.

5. Operations and Maintenance of the School Park Facilities.

(a) Developer shall be responsible for the operation and maintenance of the School Park Facilities until acceptance of same by Cielo MD. Upon acceptance of the School

Park Facilities by Cielo MD, all ongoing operation and maintenance of the School Park Facilities shall be the responsibility of Cielo MD (the “**O&M Services**”). Cielo MD agrees that it shall, in good faith, own, operate, maintain, and repair the School Park Facilities in a good and workmanlike manner, and in compliance and accordance with applicable law.

(b) To the extent permitted by law, Cielo MD may contract with one or more other local governments or private vendors to execute its O&M Services responsibilities; provided, however, that Cielo MD shall be responsible for any such local government or private vendor’s noncompliance with this Agreement. In performance of the O&M Services; Cielo MD agrees to maintain or cause the other local governments or private vendors performing such services to maintain insurance as set forth in Section 12 below.

6. Administration and Cost Sharing of Capital Replacement.

(a) Upon the earlier of (i) DCSD’s receipt of a certificate of occupancy for the School Site (the “**Certificate of Occupancy**”) or (ii) upon agreement between DCSD and Cielo MD for the use of the School Park Facilities by DCSD (“**Early Use Agreement**”), and subject to receipt of reasonable supporting documentation and receipts, DCSD shall pay Cielo MD for one-half (1/2) of all of the actual and reasonable costs incurred in negotiating and performing the capital replacement of the School Park Facilities hereunder (the “**Capital Replacement Services**”, and together with the O&M Services, the “**Services**”).

(b) No later than November 1 of each year subsequent to the issuance of the Certificate of Occupancy or execution of the Early Use Agreement, Cielo MD shall prepare and submit to DCSD a Capital Improvement Plan (“**CIP**”). The CIP shall describe the anticipated costs associated with the necessary capital replacement of the School Park Facilities (the “**Capital Replacement Costs**”) for the following twelve (12) month period, either on a time and materials basis or other reasonable method.

(c) DCSD shall have ninety (90) days following receipt of a CIP to review and approve same. If DCSD does not reject the CIP within said ninety (90) days, the same shall be deemed approved subject to Section 7 below.

(d) Cielo MD agrees to comply with applicable public procurement laws prior entering into contracts for the performance of the capital replacement of the School Park Facilities, which contracts shall be commercially reasonable and, unless otherwise agreed to by the Parties, less than or equal to the estimated Capital Replacement Costs set forth in the applicable CIP.

(e) If DCSD rejects a CIP for any particular Capital Replacement Cost, Cielo MD and DCSD shall attempt to resolve the same pursuant to the process contained in Section 11 below. If after such Dispute Resolution process the Parties are still unable to agree upon the same, then Cielo MD, at its sole option, shall have the right to terminate the applicable Capital Replacement Services whereupon Cielo MD shall have no further liability or obligation with respect to such Capital Replacement Costs.

(f) Cielo MD shall cause the capital replacement of the School Park Facilities to be performed in a good and workmanlike manner, in accordance with applicable law, and in accordance with each CIP.

(g) Cielo MD shall invoice DCSD for DCSD's share of the Capital Replacement Costs on a monthly basis. Cielo MD shall provide supporting documentation for each invoice. DCSD shall pay undisputed amounts within thirty (30) days of its receipt of each invoice.

(h) In performance of satisfying the capital replacement needs of the School Park Facilities, Cielo MD agrees to maintain or cause the contractors performing such replacement to maintain insurance as set forth in Section 12 below.

7. Appropriation. Pursuant to Section 29-1-110, C.R.S., any financial obligations of Cielo MD and DCSD 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. Use/Scheduling of the School Park Facilities.

(a) The School Park Facilities shall be a public park facility for the benefit of the residents and taxpayers of Cielo MD, DCSD, and the general public.

(b) Upon acquisition of the School Park Facilities by Cielo MD and either (i) the receipt by DCSD of the Certificate of Occupancy or; (ii) full execution of the Early Use Agreement, Cielo MD and DCSD shall mutually agree on Rules and Regulations governing the use and scheduling of the general play field, ball field, multi-use field, gaga pit, and hard surface play area components of the School Park Facilities with the understanding that DCSD shall administer and manage the use and scheduling of the aforementioned components of the School Park Facilities during school hours and for scheduled school events.

9. Insurance.

(a) Upon acquisition of the School Park Facilities by Cielo MD, Cielo MD shall procure and maintain adequate hazard and liability insurance for claims which may arise during the use of the School Park Facilities. Such coverage shall be procured from insurers authorized to do business in the State of Colorado.

(b) Upon request by DCSD, Cielo MD shall provide DCSD with certificates evidencing such insurance.

(c) Effective Date and Term. This Agreement shall be effective upon the Effective Date, as defined herein, and shall expire on December 31, 2049. Notwithstanding the foregoing, this Agreement shall automatically renew on January 1st of each succeeding year for additional five (5) year periods, unless cancellation provisions are agreed to by both Parties. The Parties agree that subsequent to issuance of the Certificate of Occupancy or the Early Use Agreement, the Parties shall meet upon a request by any Party, for the purpose of reviewing the prior year's usage to enable the Parties to discuss and consider solutions to problems or conflicts,

if any, arising out of the use and scheduling of the School Park Facilities. This Agreement shall represent the valid, binding and legally enforceable obligations of each of the Parties.

10. Default/Self-Help Remedy. In the event Cielo MD defaults in providing the O&M Services and/or the Capital Replacement Services hereunder, and such default continues for more than thirty (30) days following written notice of DCSD to Cielo MD of the same, DCSD shall have the right, but not the obligation, to perform the same, in which case DCSD shall submit an invoice to Cielo MD, which Cielo MD shall pay to DCSD within thirty (30) days of receipt of same. Notwithstanding the foregoing, in the event such default results in an immediate public safety or property damage threat, then no prior notice shall be required. In addition, in the event either Party defaults hereunder and such default remains uncured for a period of thirty (30) days or more following written notice thereof, the non-defaulting Party shall have all remedies available to it at law or in equity, as limited herein, including but not limited to specific performance and actual damages. No Party hereto shall be entitled to consequential or punitive damages hereunder. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such litigation, arbitration or other proceeding shall be awarded as part of its judgment or award its reasonable attorneys' fees.

11. Informal Dispute Resolution.

(a) Dispute Notice. If either Party delivers to the other Party a notice (the "**Dispute Notice**") that it wishes to proceed under this Section, the Parties shall meet within ten (10) days thereafter to attempt to resolve their differences. If the Parties cannot resolve their differences, either Party may submit such differences to a panel (the "**Panel**") consisting of one representative appointed by each Party and a third independent member mutually selected by those two representatives. The third independent member shall be a professional with at least ten (10) years' experience in managing and maintaining public improvements of the nature set forth herein, which may include an engineer, and "independent" shall be construed to mean the absence of any objective link (e.g., a prior or current personal or professional relationship) between said neutral third member and either party so that said neutral third member is effectively impartial by not favoring either Party over the other or interested in the ultimate outcome of the dispute. If the Parties are unable to agree on the independent third member, the Parties shall request that such third member be selected by the real estate panel of the American Arbitration Association.

(b) Panel. In the event that either Party so elects, both Parties shall proceed in accordance with this Section 12(b), and neither Party may proceed with any other remedies at law, equity or as specifically contemplated under this Agreement until the process set forth in this Section has been completed. The Panel shall be selected within ten (10) days after either party notifies the other Party of its determination that differences cannot be resolved. The panel shall meet and propose a resolution of the Parties' dispute not later than forty-five (45) days after all Panel members have been selected. Proceedings of the panel shall be informal, without hearings or formal submissions, and the Panel shall have no power to impose any resolution and its decisions shall not be binding on the Parties. The Parties shall review the Panel's proposed resolution and shall meet at least one time after issuance of the proposed resolution to seek to resolve their differences based on such resolution. If the Parties are unable to resolve their

differences after such meeting, the Parties may proceed to invoke any other remedies at law or in equity or as set forth in Section 11 above.

12. Insurance. Cielo MD shall maintain appropriate insurance limits and coverage related to the provision of Services as set forth in Exhibit C, attached hereto and incorporated herein by this reference, and Cielo MD shall also require all service contractors to meet the same minimum insurance requirements. Cielo MD will add DCSD as an additional insured on its insurance policy for these purposes, and will require all service contractors for the Services to do the same. Any increase in the limits provided in the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., shall trigger an automatic increase in the insurance limits set out in Exhibit C so that the minimum insurance coverage provided to DCSD shall not be less than the maximum amount to be recovered for any single occurrence.

13. Certification of Compliance with Illegal Alien Statute. By its execution hereof, Cielo MD confirms that it shall require all contractors providing Services for the School Park Facilities to comply with the provisions of C.R.S. § 8-17.5-102(1), and to certify that such contractor does not knowingly employ or contract with an illegal alien who will perform the Services, and that said contractor will participate in the E-Verify Program or Department Program (as defined in C.R.S. §§ 8-17.5-101(3.3) and (3.7)) in order to confirm the employment eligibility of all employees who are newly hired to perform the Services.

14. Modification; Amendment. This Agreement may be amended, in whole or in part, only by written instrument executed by the Parties.

15. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

16. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

17. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Douglas, Colorado.

18. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

19. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

20. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via ` or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To Cielo MD: Cielo Metropolitan District
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: ecortese@specialdistrictlaw.com
Attn: Elisabeth A. Cortese

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: ecortese@specialdistrictlaw.com
Attn: Elisabeth A. Cortese

To Developer: Forestar (USA) Real Estate Group Inc.
10700 Pecan Park Blvd., Suite 150
Austin, Texas 78750
Phone: 214-697-1860
Email: tomburleson@forestargroup.com
Attention: Tom Burleson

With a Copy To: Forestar Group Inc.
Matt Stark
10700 Pecan Park Blvd., Suite 150
Austin, Texas 78750
Phone: 512-433-5212
Email: MattStark@forestargroup.com
Attention: Matt Stark

To DCSD: Douglas County School District
620 Wilcox St.
Castle Rock, CO 80104
Phone: 303-387-0123
Email: tstucker@dcsdk12.org
Attn: Superintendent

With a Copy To:

Douglas County School District
620 Wilcox St.
Castle Rock, CO 80104
Phone: 303-387-0198
Email: mklimesh@dcsdk12.org
Attn: General Counsel

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

21. Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

22. Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed.

23. Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to Cielo MD under the Colorado Governmental Immunity Act.

24. Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

26. Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

27. Assignment. The Parties to this Agreement shall not assign their rights or obligations hereunder, in whole or in part, without the written consent of the other Parties; provided, however, that Developer may assign its rights and obligations to Cielo MD upon thirty (30) days prior written notice to DCSD.

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

CIELO METROPOLITAN DISTRICT

By: Matthew Napier
President

Attest:


John M. M...
Secretary

**FORESTAR (USA) REAL ESTATE GROUP
INC., a Delaware corporation**

By: Thomas A. Burlison
Name: Thomas H. Burlison
Its: Senior Vice President



**DOUGLAS COUNTY SCHOOL DISTRICT
RE-1**

By 
David Ray, President

Attest:


By 
Krista Holtzmann, Secretary

EXHIBIT A

Property

LEGAL DESCRIPTION

A PARCEL OF LAND BEING THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, EXCEPT THAT PORTION LYING WITHIN EAST SCOTT AVENUE RIGHT-OF-WAY AS SHOWN ON LSP NO. 4189 RECORDED DECEMBER 24, 2008 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER. SAID PARCEL OF LAND BEING ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, MONUMENTED BY A NO. 6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC., 2008, PLS 29036", WHENCE THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 9, MONUMENTED BY A 30" PIPE WITH A 2.5" ALUMINUM CAP STAMPED "ARCHER & ASSOC., 1986, PLS 6935", BEARS S00°19'34"E A DISTANCE OF 2,649.26 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE S89°12'42"W, ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 607.73 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SCOTT AVENUE;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SCOTT AVENUE THE FOLLOWING THREE (3) COURSES:

1. THENCE N47°32'16"W A DISTANCE OF 11.02 FEET TO A FOUND NO. 5 REBAR WITH AN ORANGE PLASTIC CAP STAMPED "AZTEC, LS 22561", BEING A POINT OF NON-TANGENT CURVE;
2. THENCE ALONG THE ARC OF CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 43°20'00", A RADIUS OF 340.00 FEET, AND AN ARC LENGTH OF 257.14 FEET, THE CHORD OF WHICH BEARS N69°09'11"W A DISTANCE OF 251.06 FEET, TO A FOUND NO. 5 REBAR WITH AN ORANGE PLASTIC CAP STAMPED "AZTEC, LS 22561", BEING A POINT OF NON-TANGENCY;
3. THENCE S89°11'30"W, 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 1,792.62 FEET TO A POINT ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 9;

THENCE N00°18'03"W, ALONG SAID WESTERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1,230.08 FEET, TO A FOUND 30" PIPE WITH A 2.5" ALUMINUM CAP STAMPED "ARCHER & ASSOC., 1991, PLS 6935" BEING THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;

THENCE N00°16'42"W, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 1,329.90 FEET TO A FOUND 30" PIPE WITH A 2.5" ALUMINUM CAP STAMPED "ARCHER & ASSOC., 1986, PLS 6935" BEING THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 9;

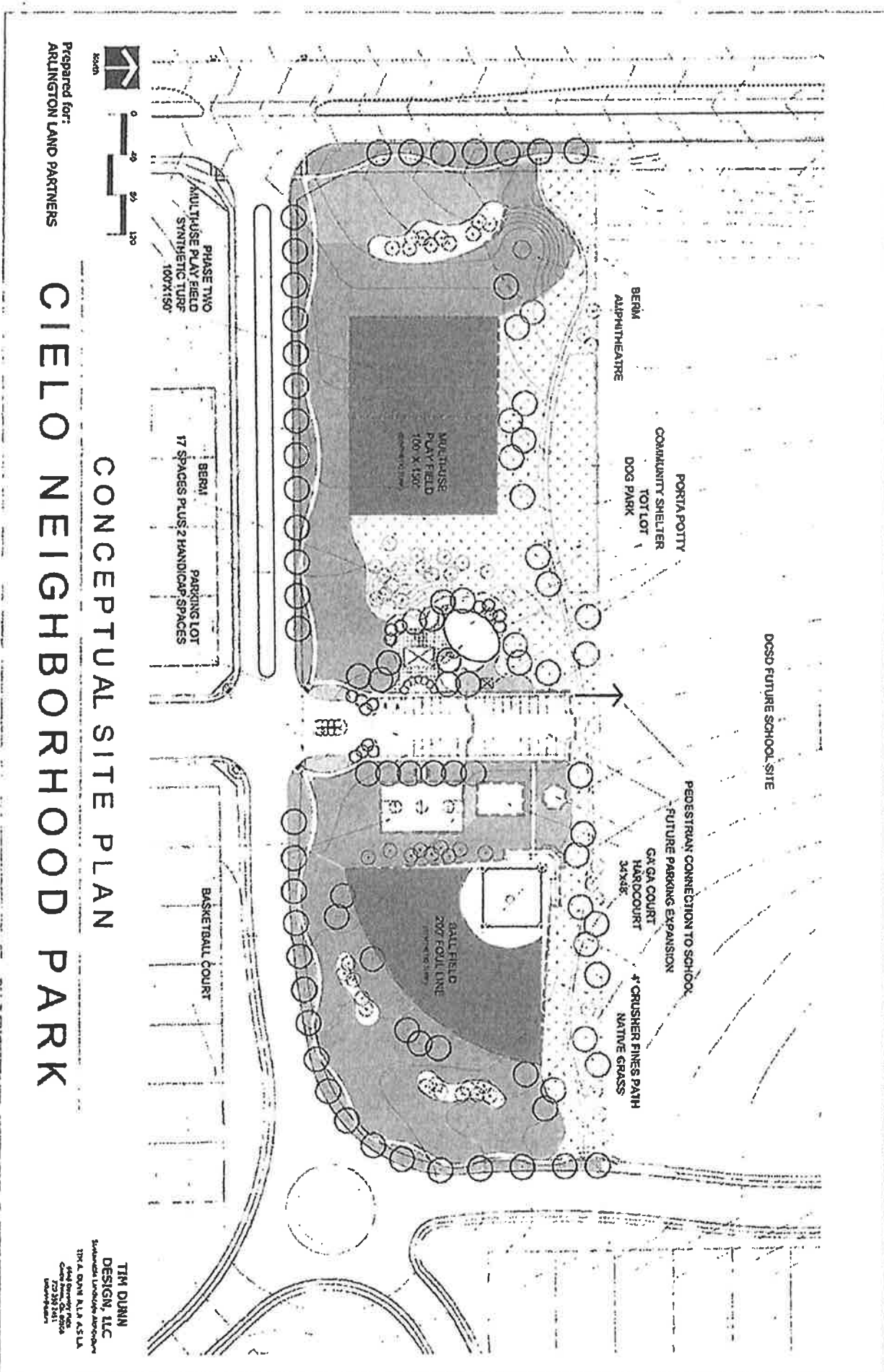
THENCE N89°25'58"E, ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 2,640.84 FEET TO A FOUND 30" PIPE WITH A 2.5" ALUMINUM CAP STAMPED "ARCHER & ASSOC., 1986, PLS 6935" BEING THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 9;

THENCE S00°19'34"E, ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 2,649.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 156.489 ACRES MORE OR LESS.

EXHIBIT B

Park Plan



Prepared for:
ARLINGTON LAND PARTNERS

CIELO NEIGHBORHOOD PARK

CONCEPTUAL SITE PLAN

TIM DUNN
DESIGN, LLC
Sustainable Landscape Architecture
1711 ALDEN ALA #511A
Montgomery, AL 36104
Phone: 205.833.1011
www.timdunn.com

EXHIBIT C

Insurance Requirements

1. **Insurance Requirements.** Cielo MD shall procure, and shall cause any service contractors to procure, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company.

(a) **Liability Insurance Coverage.**

(i) **Workers' Compensation Insurance.** Cielo MD shall cause its service contractors to provide a Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the Cielo MD and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of Cielo MD.

(ii) **Commercial General Liability Insurance.** A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to Cielo MD, which policy shall include, without limitation, Cielo MD and DCSD as additional insureds, a waiver of subrogation endorsement in favor of Cielo MD and DCSD, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to Cielo MD, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the service contractor's indemnification agreements in favor of Cielo MD and DCSD; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) **Automobile Liability Insurance.** An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to Cielo MD. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding sections in form and substance reasonably acceptable to Cielo MD, which policy will include Cielo MD and DCSD as additional insureds. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

EXHIBIT D

The School Park Improvements shall consist of those improvements as shown on the attached pages L-2, L-3, L-4, L-13, L-14 and L-15 of the Cielo Landscape and Irrigation Construction Plans, as prepared by Tim Dunn Design, LLC.

The related improvements that will benefit the School Site are shown on the Cielo Subdivision Filing 1 Plat, recorded in the real property records of Douglas County Colorado at Reception No. 2017062180 on September 13, 2017, which improvements include streets, utility lines, and detention/water quality improvements.

4814-1064-0044, v. 1

EXHIBIT B
Center-Based Program Facility Obligations

Center-Based Program (CBP)

A suite of three classrooms (K-8) for students with special needs, including a testing room, office area, sensory room, calming room, restroom with changing table, life-skills/mini-kitchenette (with laundry access), storage area, integrated within the building on the ground floor, exterior door access, with daylight, located near a building entrance/exit to the playground and transportation loop (bus access).

K-8 Classroom for Center-Based Program

- Each Classroom (3) - 900 sq ft
- Toilet/Changing Room - 145 sq ft
- Life Skills (Kitchen and Laundry) - 200 sq ft
- Storage Special Services Classroom = 130 sq ft
- Sensory Space - 200 sq ft
- Calming Room - 100 sq ft
- Specialist Office(s) - 260 sq ft
- Total - 4000 sq ft

Further Details for Center-Based Program Site Considerations and Location

- CBP programs may have “runners”, students who run away from the classroom or the school. Do not locate CBP classrooms near exterior doors that are near busy streets. Avoid placing doors with direct access to the exterior within CBP classrooms.
- CBP classrooms may have students with mobility devices. CBP classrooms shall be located along defined accessible routes and facilitate egress for emergencies and fire drills, such as being near corridor exit doors or near elevator access.
- CBP classrooms shall be located within their school to promote integration with, rather than isolation from, peers. For example, locate CBP classrooms in the area that contains general education classrooms for peers of the same age group.
- The CBP classroom serves as a home base for students with significant support needs. Students spend varying amounts of time in general education classrooms, depending on age and level of support needed.

- Classrooms shall have views to the outdoors and access to natural daylight. It is particularly important that CBP classrooms have access to daylight, as their students spend a higher percentage of time in that single classroom.

- Provide space for storage of mobility devices within the classroom.

Provide 12-16 linear feet of base cabinets (24 inches deep) and upper cabinets (15 inches deep), inclusive of a full-height wardrobe; or provide equivalent volume of storage. Wardrobes, base cabinets, and upper cabinets shall be lockable. Provide one sink in base cabinets at accessible adult-height.

- Provide built-in cubbies to store student and staff belongings. Provide one cubby per student and one cubby per paraprofessional. Staff cubbies shall be lockable.

- Flooring is resilient flooring (such as rubber). Carpet may be considered for up to 30 percent of flooring.

- Provide electrical receptacles in CBP classroom to accommodate special needs devices including, but not limited to, talker device charging, powered wheelchair charging, and special electronic learning devices.

- Lighting at a minimum shall be dimmable and non-fluorescent. Consider providing a tunable LED lighting system, in which both brightness and color temperature can be adjusted.

CBP Sensory Room

- A sensory room is a controllable and adaptable environment where children with special needs can decompress and improve focus.

- Sensory room is to be 100 square feet.

- Allow for a 6-foot radius therapy swing.

- Provide structural accommodations for one ceiling-hung therapy swing in the sensory room.

- Provide a room where physical therapists, occupational therapists, speech therapists, and psychologists can work one-on-one or in small groups with CBP students. Therapy room is to be approximately 200 square feet.

CBP Student Restrooms

- CBP restrooms are to be used by CBP students only.

- Locate CBP restrooms to have direct access to CBP classrooms. Provide one restroom.

- Provide one motorized, adjustable-height, changing table per CBP restroom. Changing tables may be either wall-mounted or free-standing, but shall maximize accessibility for both the adult providing the changing and the child being changed. Height is to be adjustable from 17 inches minimum to 38 inches maximum. Provide the following changing table sizes:

- Elementary School: Child-size table, not less than 55-60 inches in length.

- Middle School and High School: Adult size table, note less than 70 inches long and 30 inches wide.
- Provide clearances around the changing table of not less than 36 inches along one long side and 36 inches along one short side, as well as the corner space between the two side clearances.
- Provide an accessible shower compartment in the restroom.
- Flooring to be resinous flooring with integral base.

EXHIBIT C
Legal Description

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF TRACT A, CIELO SUBDIVISION FILING 1
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, T7S, R66W, 6TH P.M.
 DOUGLAS COUNTY, STATE OF COLORADO

LEGAL DESCRIPTION - EAST PORTION OF TRACT A

THAT PORTION OF TRACT A, CIELO SUBDIVISION FILING 1, BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2017, AT RECEPTION NO. 20170062180, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL BEARINGS CONTAINED HEREIN ARE BASED ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, BEING MONUMENTED BY A 3.25" ALUMINUM CAP, STAMPED ARCHER & ASSOC. PLS 6935 AT THE WEST END, ALSO BEING THE CENTER QUARTER CORNER OF SAID SECTION 9, AND A 2.5" ALUMINUM CAP, STAMPED ARCHER & ASSOC. PLS 6935 AT THE EAST END, ALSO BEING THE EAST QUARTER CORNER OF SAID SECTION 9; SAID LINE BEARS: NORTH 89°25'58" EAST;

COMMENCING AT SAID CENTER QUARTER OF SECTION 9;

THENCE NORTH 89°25'58" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 108.51 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 00°34'02" EAST, A DISTANCE OF 60.00 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT A;

THENCE NORTH 89°25'58" EAST ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 415.99 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE AND THE EASTERLY LINE OF SAID TRACT A FOR THE FOLLOWING SIX (6) COURSES:

1. NORTH 89°25'58" EAST, A DISTANCE OF 536.12 FEET;
2. SOUTH 45°34'06" EAST, A DISTANCE OF 42.43 FEET;
3. SOUTH 00°34'10" EAST, A DISTANCE OF 727.45 FEET TO A POINT OF CURVATURE;
4. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 670.00 FEET AN ARC LENGTH OF 90.76 FEET, A CENTRAL ANGLE OF 07°45'42" AND A CHORD WHICH BEARS SOUTH 03°18'41" WEST, A CHORD DISTANCE OF 90.69 FEET TO A POINT OF TANGENCY;
5. SOUTH 07°11'32" WEST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;
6. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1030.00 FEET AN ARC LENGTH OF 19.64 FEET , A CENTRAL ANGLE OF 01°05'34" AND A CHORD WHICH BEARS SOUTH 06°38'46" WEST, A CHORD DISTANCE OF 19.64 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE DEPARTING SAID EASTERLY LINE OF TRACT A SOUTH 89°25'50" WEST, A DISTANCE OF 527.08 FEET TO A LINE BEING 541.00 FEET EAST OF AND PARALLEL WITH THE NORTH SEGMENT OF THE EAST LINE OF SAID TRACT A, PROJECTED SOUTHWARD;

THENCE NORTH 00°34'10" WEST ALONG SAID PARALLEL LINE AND ITS SOUTHWARD PROJECTION, A DISTANCE OF 792.41 FEET

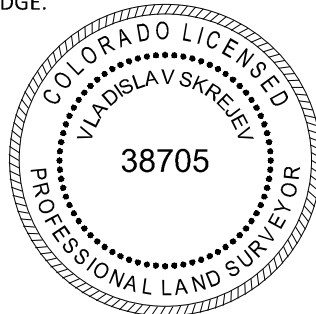
THENCE DEPARTING SAID PARALLEL LINE SOUTH 89°25'50" WEST, A DISTANCE OF 25.12 FEET;

THENCE NORTH 00°34'10" WEST, A DISTANCE OF 114.06 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 492,035 SQUARE FEET, OR 11.296 ACRES MORE OR LESS.

ALL DISTANCES ARE LISTED IN US. SURVEY FEET.

I, VLADISLAV SKREJEV, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE SURVEY UPON WHICH IT WAS BASED, WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.



VLADISLAV V. SKREJEV, PLS
 COLORADO REG. NO. 38705
 FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

CIELO SUB. FILING 1 - TRACT A (SPLIT - EAST)

HOLLIS / MILLER
 115 WILCOX STREET
 SUITE 200
 CASTLE ROCK, CO

DATE:	01/09/2023
DRAWN:	VS
CHECKED:	VS
JOB NO.:	22006103

SHT.
 1
 OF
 2



ATWELL

866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700
 LAKEWOOD, CO 80228
 303.462.1100

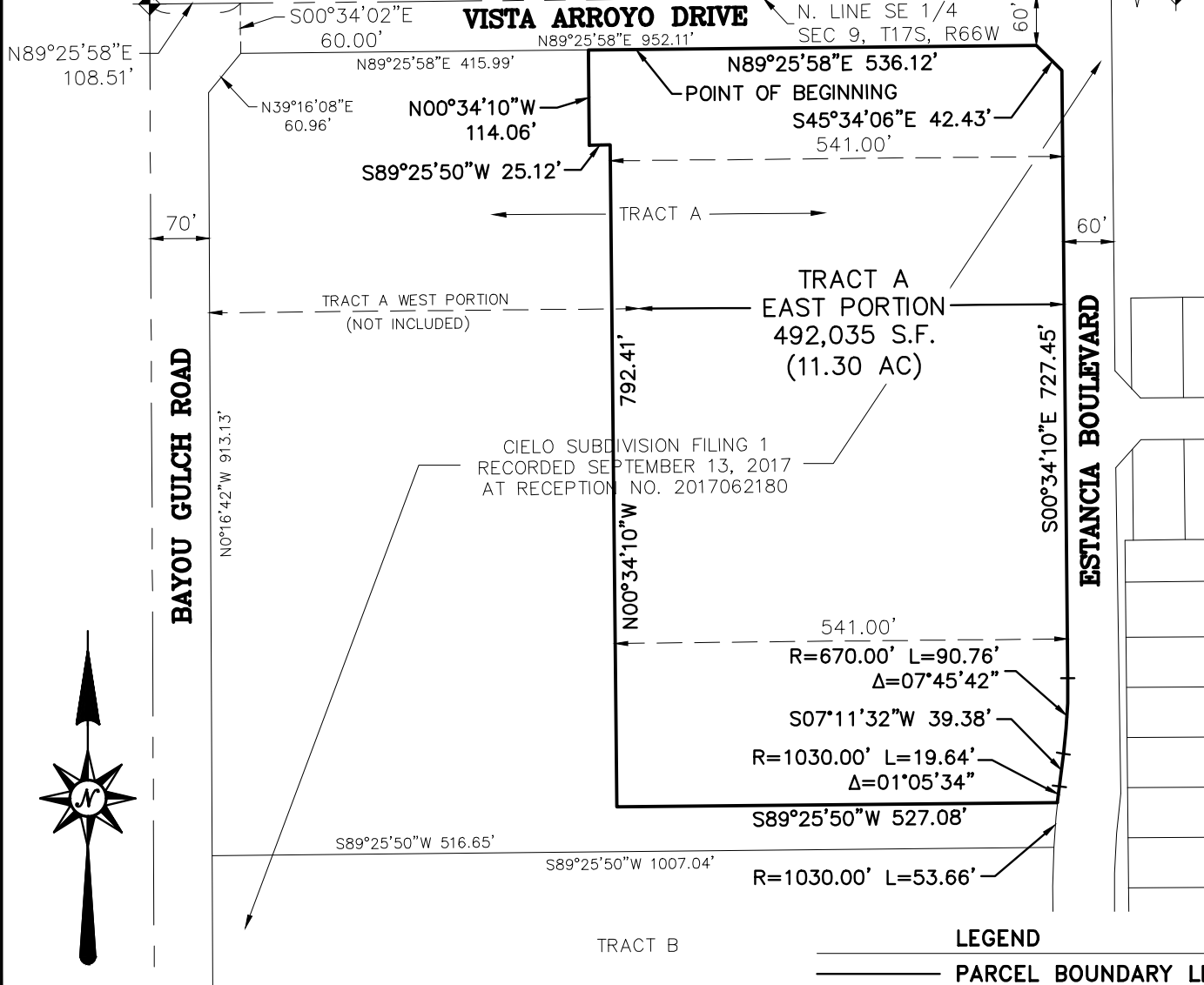
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF TRACT A, CIELO SUBDIVISION FILING 1
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, T7S, R66W, 6TH P.M.
 DOUGLAS COUNTY, STATE OF COLORADO

POINT OF COMMENCING
 C-1/4 COR. SEC. 9
 T17S-R66W, 6TH PM
 FOUND 3.25" ALUM. CAP
 ARCHER & ASSOC. 1986 PLS 6935

E-1/4 COR. SEC. 9 & 10
 T17S-R66W, 6TH PM
 FOUND 2.5" ALUM. CAP
 ARCHER & ASSOC. 1986 PLS 6935

BASIS OF BEARINGS
 N89°25'58"E 2640.84'



SCALE: 1"=200'

NOTE
 THIS EXHIBIT IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

LEGEND
 ———— PARCEL BOUNDARY LINE
 - - - - SECTION LINE
 ———— PROPERTY LINE

DISTANCES SHOWN IN US SURVEY FEET
 PARCEL CONTAINS 492,035 SQ. FT. OR 11.30 ACRES

CIELO SUB. FILING 1 - TRACT A (SPLIT - EAST)

HOLLIS / MILLER
 115 WILCOX STREET
 SUITE 200
 CASTLE ROCK, CO

DATE:	01/09/2023
DRAWN:	VS
CHECKED:	VS
JOB NO.:	22006103

SHT.
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