ed at 3:00 O'Clock M., OCT 21 1980 BOOK 396 PAGE 765
eception No. 258545 CARROLL HIER Recorder

ANNEXATION CONTRACT

MILLER RANCH ANNEXATION

THIS AGREEMENT is made by and between THE TOWN OF CASTLE ROCK, STATE OF COLORADO, hereinafter called Town, and MILLER RANCH BUSINESS TECH PARK, a general partnership, hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer has annexed certain lands to the Town of Castle Rock, to be known as Miller Ranch Annexation, more particularly described in Exhibit "A"; and

WHEREAS, the parties hereto desire to set forth the respective duties and responsibilities of the parties hereto with respect to the development of said land;

NOW, THEREFORE, the parties agree as follows:

1. That the Town shall have the following duties and responsibilities:

A. To permit Developer to connect with the Town's water mains and sewer lines at locations approved by Town's engineer, and/or superintendent of public works.

B. To furnish water and sewer service to users of such services within said annexed area and charge such rates and connection charges as are then applicable by Town ordinance. Since the Town is presently pursuing alternative service solutions for the entire area, it will make water available in such areas of the property described in Exhibit A as can be served from Town's present facilities, at pressures similar to those now provided in the commercial areas located immediately to the north of said described areas. Further, Town will pursue with reasonable diligence such ultimate service solution as will make water service available for the entire property described in Exhibit A at pressures which will adequately provide normal service and fire protection.

C. To accept for continual maintenance water mains, sewer mains, and manholes, and fire hydrants, as soon as these are completed to Town's specifications, subject to a one-year warranty by Developer against defective materials and/or workmanship which year shall commence as set forth in paragraph 1.G. below.

D. To accept for continual maintenance all dedicated streets, bikepaths, culverts, bridges, and drainage structures, as soon as the same are completed to specification, subject to a one-year warranty by Developer against defective materials and/or workmanship which year shall commence as set forth in paragraph 1.G. below.

E. To accept for continual maintenance all curb, gutter and sidewalks as soon as they are completed to Town specifications subject to a one-year warranty by Developer against defective materials and/or workmanship which year shall commence as set forth in paragraph 1.G. below.

F. To install water pits and water meters together with the service line connecting the same to the adjacent water main.

G. Developer's one-year warranty, as set forth in paragraph 1., C.D. and E. above, shall commence upon acceptance of the warranted installation by Town. Town's acceptance shall be evidence by a letter executed by the Town's superintendent of public works or other official subsequently designated by Town. Developer's warranty, with regard to the installations therein described, shall expire on the first anniversary date of said letter. Said letter, or a letter specifically enumerating and describing those defects which preclude Town's acceptance of said installations shall be sent

to Developer within thirty (30) working days of Developer's written request for inspection and acceptance. Failure of Town to respond to Developer's request for inspection and acceptance within said thirty (30) day period shall constitute acceptance of the installations described in said letter and the one-year warranty shall commence on the thirty-first (31st) working day following the date of said letter for the installations described therein.

2. That the Developer shall have the following duties and responsibilities:

A. To engineer, furnish material for, and install at Developer's expense, water mains to Town specifications; including any interconnecting mains which may be required to service the Town from the proposed reservoir which may be constructed on lands east of the area described in Exhibit A, from the east or southeast boundary of the area described in Exhibit A to a point designated by Town on the north or west boundary thereof as soon as practically feasible, but within 180 days of said mains being extended to the east or southeast boundary of the area described in Exhibit A by Town. Developer shall have the responsibility, pursuant to Town Ordinance 8.08 to construct any such mains up to and including 12 inches in diameter, at its expense, when so required by Town. The proportionate share of any costs incurred in constructing mains which exceed 12 inches in diameter, which is caused by off site needs as distinguished from on site requirements, (both labor and materials) shall be borne by Town. Nothing contained herein shall be construed to prevent Developer from receiving recoupment for its expenses pursuant to Town Ordinance 8.08.

B. To engineer, furnish material for, and install at Developer's expense, vitrified clay sewer lines, unless steel sewer line is required by engineering specification, to Town specifications connecting to existing facilities,

with manholes to be installed in accordance with Town specifications, and to install all service sewer lines running from the main to the property line of the individual lots, prior to paving. Developer shall have the responsibility, pursuant to Town Ordinance No. 8.08, to construct any such lines up to and including 12 inches in diameter at its expense, when required to do so by Town. The proportionate share of any costs incurred in constructing lines which exceed 12 inches in diameter, which is caused by off site needs as distinguished from on site requirements (both labor and materials) shall be borne by Town. Nothing contained herein shall be construed to prevent Developer from receiving recoupment for its expenses, pursuant to Town Ordinance 8.08.

C. To engineer, furnish material for, and install at Developer's expense, curb, gutter and sidewalk in accordance with applicable Town specifications on each street as developed.

D. To engineer, furnish material for, and install at Developer's expense, streets and bikepaths (with a minimum width of 6 feet) as platted, according to all applicable Town specifications.

E. Developer agrees to notify the Town and permit inspection by the Town of all installations prior to backfilling. Notice shall be given sufficiently in advance to enable the Town to make such inspection. Reasonable expense of said inspection as agreed to beforehand by both parties shall be borne by the Developer.

F. To present plats to the Town for approval showing all property lines, easements, right of way, dedications and other data as required by Town Subdivision Regulations, and State Statutes. The plats shall be recorded within one hundred twenty (120) days of approval by the Town.

G. To present sewer, water and drainage plans showing the location, and depth of lines, mains, and laterals and drainage structures, to the Town for approval and to present "as builts" to the Town within 30 days of completion of the improvements described thereon.

H. To convey all sewer lines and water mains installed to the Town and to dedicate all public streets, roads and easements. The same shall be accomplished by dedication on the plat or with consent of Town by deed.

I. To install fire hydrants so that no building within the said subdivision(s) shall be more than two hundred and fity (250) feet from a hydrant.

J. To install traffic and street signs, as the same may be required by Town, provided however, that Developer shall not be required to pay more than a pro-rata share of any electrified traffic signal made necessary by traffic generated from areas other than that area described in Exhibit A. Such pro-rata shares shall be determined pursuant to a mechanical count of actual traffic valued, or as may be otherwise agreed between Town and Developer.

K. To install such fences or landscape features as will diminish noise created by trains traversing the railroad right-of-way located immediately east of the Area described in Exhibit A, at such locations as the railroad tracks within such right-of-way are substantially the same elevation as directly adjoining residential areas, with location and nature of said fences or landscape features to be finally determined at time of final site plan review.

3.A. It is agreed that the completion of all public improvements to be dedicated to the Town shall be assured by appropriate bond, irrevocable letter of credit (acceptable to Town in its sole discretion) or cash escrow, in an amount equal to twice the cost of said improvements, none of which may be released until the subject improvements have been dedicated to and accepted by Town. At such time as said improvements are dedicated to and accepted by Town, 95 percent of the original amount of such bond, letter of credit or cash escrow shall be released by Town. The remaining 5 percent shall be retained by Town until the expiration of the one-year warranty referred to in paragraphs 1., C.D.E. and G. above, said 5 percent will be released upon said expiration, provided all breaches of said

warranty have been corrected to Town's reasonable satisfaction.

B. In the event Developer does not post such bond, letter of credit or cash escrow, Developer may complete such facilities and dedicate the same to the Town, provided that, prior to Town's acceptance of such dedication, no lot shall be sold nor shall any Developer-erected structure receive a certificate of occupancy within any designated project area. Project areas shall be administratively designated by the Town. In this event Developer shall post such bond, letter of credit or cash escrow in an amount equal to 10 percent of the actual cost of such improvements before any such certificate of occupancy is issued, or lot sold, which bond, letter of credit or cash escrow shall be held by Town and released by the Town at the expiration of the warranty period in the manner described above.

4. The parties agree that all of the above obligations of Developer shall be at Developer's expense and shall be at no expense to the Town, and that the Town shall not be liable for installation of any necessary utilities and/or connections thereto, except to dig and install water taps and water meters for the usual connection fee.

5. Developer shall pay to the Town such sewer and water tap fees as shall be established by ordinances of the Town.

6. Developer agrees that he will donate land to the Town of Castle Rock equivalent to ten percent (10%) of the land area described in Exhibit "A" attached hereto, plus an additional .5 acre. No more than one-half of such land, as per Town ordinance, shall be within the designated flood plain. It is understood and agreed that said ground shall be in an undeveloped state, but that in the event Developer's plans require the extension of utilities and streets, either to, through, or adjacent to such land, such extension shall be at no cost to Town. While Town may select the locations of such lands in its discretion, Town shall select such locations in good faith and in a reasonable manner, with due regard for Developer's plan for the total area, Town may elect to accept cash in lieu of dedicated land. The amount, location, and nature of lands to be dedicated to Town shall be controlled by Town of Castle Rock Subdivision Regulations,

Ordinance No. 1.09, Section 3, as said section is presently enacted. (A copy of said section is attached hereto as Exhibit "B".) Provided, however, that Town agrees that it shall not require any public land dedication located west of East Plum Creek for any park or recreational purpose. In the event Town desires developed land (such as a developed park or playing field), Developer agrees to dedicate and improve such facility in a manner that may be mutually agreed upon between Town and Developer. In such instances, the actual cost of improvements made by Developer will be accepted by Town as cash in lieu of public land dedication.

7. It is understood and agreed that the cost of constructing Miller Boulevard as now platted extending east from its intersection with Wilcox Street to the Right-of-Way of the Denver and Rio Grande Western Railroad shall be borne by all owners of property adjoining said construction. Town and Developer agree to cooperate in negotiating such agreement between the affected owners, and Town agrees to bear the cost of the northerly one-half of such street, including curb, gutter, sidewalk, and bikepath, if any, for 490 feet extending east from the junction of Miller Boulevard and South Wilcox Street. In the event that such agreement between the affected owners cannot be achieved. Developer may provide an interim gravel access way from South Wilcox Street to the point at which their north access to Miller Boulevard is made, until such agreement is achieved or a special improvement district formed to complete Miller Boulevard. The cost of that portion of such interim access as may be utilized in the construction of the permanent Miller Boulevard shall be credited against the developers obligation in the construction of said permanent street. Town and Developer agree, that a partial vacation and replat of Miller Boulevard will be required to accommodate the desires of the Colorado State Highway Department, and that as part of such vacation and replatting, that the portion of Miller Boulevard extending westerly from the Denver and Rio Grande Western right-of-way to the point of intersection of Miller Boulevard and major collector street enter in the

developer's lands from the north (that street which is ultimately proposed to cross the Denver and Rio Grande Western right-of-way) may be dedicated as a 60-foot wide right-of-way and that a street 44-feet in width may be constructed therein, in that such portion of Miller Boulevard will not be a major collector street.

8. It is further understood and agreed that the area, designated Public Land Dedication, Area A., on the approved preliminary site plan, for the Miller Ranch (which site plan is made a part hereof by thhis reference), consisting of 2.4 acres, more or less, is to be dedicated to Town as a reservation for the purpose of future construction of a separated grade crossing over and access the Denver and Rio Grande Western tracks immediately to the east thereof. In computing the portion of such 2.4 acre parcel, which will be given credit towards the total public land dedication required of Developer pursuant to the provisions of paragraph 6 above, a 80-foot wide right-of-way extending from the western boundary of said Area A to the west boundary of the Denver and Rio Grande Western right-of-way shall be deducted from such 2.4 acres, and the resultant acreage shall be the amount credited against the public land dedication requirements.

9. Within the area described in Exhibit "A" the right-of way for Miller Boulevard shall not exceed 80 feet in width.

10. Town and Developer agree to cooperate in the construction of the west approach to the proposed grade separation between Miller Boulevard and the Denver and Rio Grande Western right-of-way, as follows: At such time as Developer is ready to commence overlot grading upon the lands described in Exhibit "A", Developer shall give notice of his intent to do so, together with a copy of his grading plan to Town. Town shall then have the opportunity to remove fill material, as directed in said plans, for use in construction of said west approach at no charge to Town. Town shall commence said fill removal within 120 days of said notice to Town and shall complete said removal within 6 months of the date said removal was begun. If Town shall not have completed said removal within the period set forth above, Town's right to remove such material shall terminate unless an exten-

sion of time is agreed to by Developer. Town shall remove such material in strict conformity with Developer's grading plans, and shall not have the right to remove any more material than is required to be moved pursuant to said plans. This provision shall not be construed as limiting Developers responsibility toward further development of a grade separated crossing through a special improvement district.

11. All water and water rights owned by Developer in the lands described in Exhibit "A" shall be conveyed to Town by both deed and dedication certificate on the plan.

12. This agreement shall be binding upon and inure to the benefit of the heirs, assigns, and personal representatives of the parties hereto.

DONE AND SIGNED by the parties hereto this 7th day of August, 1980.

TOWN OF CASTLE ROCK

BY: _____
Mayor

ATTEST:

_____
Town Clerk

By: _____
Developer

All those portions of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 11;
the South 1/2 of the Southwest 1/4 of Section 11;
the West 1/2 of Section 14;
the Southeast 1/4 of the Northeast 1/4 of Section 15;
and the Northwest 1/4 of Section 23,
All in Township 8 South, Range 67 West, of the 6th P.M., County of Douglas, State of Colorado, more particularly described as follows:
Beginning at the West 1/4 corner of Section 14;
thence South 00°09'29" East, along the West line of said Section 14 2657.00 feet, more or less, to the Southwest corner of said Section 14;
thence South 00°16'31" West along the West line of Section 23, 1523.47 feet, more or less, to a point on the Westerly right-of-way of the Denver and Rio Grande Western Railroad;
thence Northeasterly along said right-of-way line to a point on the East line of the Southwest 1/4 of Section 11;
thence North 00°43'02" East along the East line of said Southwest 1/4 of Section 11, 852.42 feet, more or less, to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 11;
thence North 89°24'48" West along the North line of said Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 11, 652.71 feet, more or less, to the Northwest corner of said Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 11;
thence South 00°30'54" West along the West line of said Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 11, 652.36 feet, more or less, to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 11;
thence North 89°29'06" West along the North line of the South 1/2 of the Southwest 1/4 of Section 11, 466.04 feet, more or less, to a point on the Easterly right-of-way line of Colorado State Highway 25;
thence South 34°45'00" West along said right-of-way line, 900.00 feet;
thence North 55°15'00" West along said right-of-way line 20.00 feet;
thence South 34°45'00" West along said right-of-way line 345.91 feet, more or less, to the Northwesterly corner of that tract described in Book 164, Page 467 of the Douglas County records;
thence South 55°15'00" East along the Northeasterly boundary of said tract 150.00 feet, more or less, to the Northeasterly corner of said tract;
thence South 34°45'00" West along the Southeasterly boundary of said tract, 324.22 feet, more or less, to the Southeasterly corner of said tract;
thence North 65°46'29" West, 7.81 feet, more or less, to the intersection of the North line of Section 14 with the Easterly right-of-way line of Interstate Highway 25;
thence South 33°56'00" West along said right-of-way line 742.70 feet;

thence South 14°56'41" West along said right-of-way line, 976.86 feet to a point of curvature;
thence continuing along said right-of-way line, along a curve to the right having a radius of 5912.58 feet, a central angle of 07°46'07", an arc distance of 801.67 feet to a point of tangency;
thence South 22°42'54" West, along said right-of-way line 358.43 feet, more or less, to a point on the South line of the Northeast 1/4 of Section 15;
thence South 89°21'51" East along said South line of the Northeast 1/4 of Section 15, 342.11 feet, more or less, to the Point of Beginning;
EXCEPT that portion lying within Miller Boulevard, as shown on the recorded plat of "First Amended Plat of Castle Plaza Subdivision", filed May 2, 1974 at Reception No. 190542;
ALSO EXCEPT that portion of the South 1/2 of the Southwest 1/4 of said Section 11 described as follows:
Commencing at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 11 and considering the North line of said Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 11 to bear S 89°29'52" E with all bearings contained herein relative thereto;
thence S 0°30'06" W along the West line of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 11 a distance of 52.08 feet to a point on the North right of way line of Miller Boulevard;
thence S 89°45'14" E along said North right of way line a distance of 16.43 feet;
thence S 0°14'46" W a distance of 80.00 feet to a point on the South boundary of said Miller Boulevard;
thence Easterly along said South boundary along the arc of a curve to the right a distance of 126.06 feet, said curve has a radius of 1224.18 feet and a central angle of 5°54'00" to a point of compound curve;
thence Southeasterly along the arc of said compound curve a distance of 72.43 feet, said curve has a radius of 160.00 feet and a central angle of 25°56'14";
thence S 44°13'16" W a distance of 441.95 feet;
thence N 75°46'18" W a distance of 616.96 feet to a point on the East right of way line of South Wilcox Street (old State Highway No. 1);
thence N 34°41'00" E along said East right of way line a distance of 350.00 feet;
thence Southeasterly along the arc of a curve to the left a distance of 308.58 feet, said curve has a radius of 513.41 feet and a central angle of 34°26'14" to a point of tangent and to a point on the South right of way line of Miller Boulevard;
thence S 89°45'14" E along said South right of way line a distance of 223.49 feet to the point of beginning.
ALSO EXCEPT those portions of the Southwest 1/4 of said Section 11 described in deeds recorded August 16, 1973 in Book 250, Pages 998 and 1002.

SECTION 3. LAND DEDICATION

Exhibit "B"

A. Land Dedication

1. In addition to provisions for roads and easements for drainage and utilities, every subdivider shall convey to the Town a minimum of ten (10) per cent of the total land area of the tract being subdivided for the purpose of providing parks, open space, trails or school sites or sites for other public purposes as determined by the Board. Land located within the 100 year flood plain may not be used to satisfy more than fifty (50) per cent of the land dedication requirement.

2. In the event that the Board does not desire land as provided by Section 3A(1), the subdivider shall be required to pay a sum of money to the Town. The amount of said sum of money shall be equal to the fair market value of ten(10) per cent of the total acreage of the subdivision as determined by the rawland contract price or one appraisal by a person acceptable to both the Town and subdivider completedas of the time of acceptance of the Final Plat bythe Town, said appraisal to be paid for by subdivider.

3. In determining which of the above policies to implement, the Commission and the Board will consider the following: The size of the development and its adequacy for accommodating a suitable public use site; the Town and school district's Master Plan for future development; Existing parks and other public uses in the area; The topography, geology and location of land in the in the subdivision available for dedication; The needs of the people in the area; and other appropriate factors. The determination shall be solely at the discretion of the Board of Trustees and all land which is dedicated shall be free of all liens and encumbrances.

4. Where private open space for park and recreational purposes is provided in a proposed subdivision and such space is to be privately owned and maintained by the future residents of the subdivision for the mutual use and benefit of said residents, a portion of such land area not to exceed fifty (50) per cent of the land dedication requirement may be credited against the requirements set forth in Sections 3A (1) and (2) above, provided the Board finds that it is in the public interest to do so, and that the following standards are met:

   a. That the private ownership and maintenance of said land is adequately provided for by written agreement.
   b. That the proposed land area is reasonably adaptable for the use for park and recreation purposes.
   c. That the facilities proposed for said land area are in substantial accordance with the provisions of this regulation and are approved by the Board.
   d. That the facilities proposed conform to and/or compliment the Master Plan.
   e. That any land dedicated under the provisions of this section shall not be used to also satisfy the open space requirement of the PUD Zoning District.

5. Newly annexed land which has been subdivided prior to the date of annexation shall not be subject to the requirements of this section. However, any resubdivision of an existing subdivision, or part thereof, which results in a higher density or use shall at the same time of resubdivision become subject to these provisions.

6. All land and cash fees dedicated or credited under the provisions of this section shall be used for open space, parks, trails or other public purposes to the mutual benefit of the residents of the Town and the general public. The Town may exchange land previously acquired under this provision for cash if in the opinion of the Board the land is no longer necessary for public use. Only as provided in Section 3A (4) may land be used for a specific segment of the public.

7. All cash fees payable to the Town under this section shall be due to the Town prior to the recording of the plat or per contract. They shall be placed in the Land Dedication Fund of the Town for future disbursal by the Board.

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FIRST ADDENDUM TO
ANNEXATION CONTRACT
MILLER RANCH ANNEXATION

THIS FIRST ADDENDUM to that Annexation Contract by and between The Town of Castle Rock, State of Colorado, (hereinafter called "Town") and MILLER RANCH BUSINESS TECH PARK, a general partnership, (hereinafter called "developer") is intended by the parties hereto to change and modify certain terms and conditions as contained in said ANNEXATION CONTRACT, dated August 7, 1980. The provisions of this FIRST ADDENDUM shall be controlling and shall make void and of no effect any provisions in said ANNEXATION CONTRACT, which are to the contrary, however, all other provisions of said ANNEXATION CONTRACT shall remain in full force and effect.

IN CONSIDERATION of the mutual promises and covenants herein contained it is agreed by the parties hereto as follows:

1. Developers, and H.R. Gannon, individually, agree to dedicate to the Town an additional 30 feet of right of way for Miller Boulevard, in addition to the 80 feet required pursuant to the ANNEXATION CONTRACT, for a total dedication of 110 feet. Said dedication will be approximately located as indicated on the sketch, which is attached hereto as Exhibit "A".

2. Developer will construct the said Miller Boulevard, to Town specifications, (provided, however, that said specficiations shall not exceed the following: Three 12 foot wide traffic lanes with a 10" thick subbase and 3" thick blacktop surface, one sidewalk not more than 5 feet in width, curb and gutter on both sides of said street, reasonable drainage structures) from its point of intersection with South Wilcox Street (identified as State Highway No. 1, on Exhibit "A") to that point which is determined by enginerring studies presently being made by Town to be the "foot" of the ramp for a future overpass crossing the Denver and Rio Grande Western R.R. (for purposes of this Addendum the "foot" of such ramp will be the point farthest to the north and west of such bridge itself that fill must be added in the construction of said ramp.)

4. Developer will assist the Town in procurement of the additional right of way for Miller Boulevard which will be requested from P. S. Miller.

5. Developer and Town agree to share in the costs of certain engineering work presently being performed for the Town in connection with the proposed construction of Miller Boulevard from South Wilcox Street to the Denver and Rio Grande R.R. Developer will pay two-thirds of such costs not to exceed $6,000,00 and the Town will pay the remaining costs thereof.

6. In consideration of the changes and modifications set forth in this ADDENDUM, Town is relieved of its obligation to bear the cost of the northerly one-half of the first 490 feet of Miller Boulevard, including curb, gutter, sidewalk, and bikepath, if any, extending east from the junction of Miller Boulevard and South Wilcox Street as set forth in paragraph 7 at page 7 of the ANNEXATION CONTRACT, and DEVELOPER is relieved of its responsibility to construct Miller Boulevard, including curb, gutter, sidewalk, and bikepath, if any, from the foot of the ramp of the proposed overpass to the bridge crossing the Denver Rio Grande R.R., in addition thereto, developer, upon completion of its obligations pursuant to the terms of this ADDENDUM, shall be relieved of any other and further responsibility which developer or the land described in Exhibit "A" to the ANNEXATION CONTRACT now has or may hereafter have in connection with the construction of Miller Boulevard or the proposed overpass across the Denver and Rio Grande right of way whether said proposed construction is within the area described in Exhibit "A" to the ANNEXATION CONTRACT or outside of such area, except that developer and/or the land described in Exhibit "A" may be required to share in the cost of enlarging the now proposed Miller Boulevard after the same has previously been constructed to a width of three 12 foot traffic lanes, or enlarging the now proposed overpass crossing the Denver and Rio Grande R.R. after the same has previously been constructed to a width of three 12 foot traffic lanes.

7. The provisions of this ADDENDUM shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

This First ADDENDUM to ANNEXATION CONTRACT was considered by the Board of Trustees of the Town of Castle Rock, Colorado, at their regular public meeting held on Sept 15, 1981, and approved by a vote of 5 for and 1 against.

DONE AND SIGNED this 15th day of Sept., 1981, at Castle Rock, Colorado.

TOWN OF CASTLE ROCK

BY: _____
Timothy L. White, Mayor

ATTEST:

_____
Town Clerk

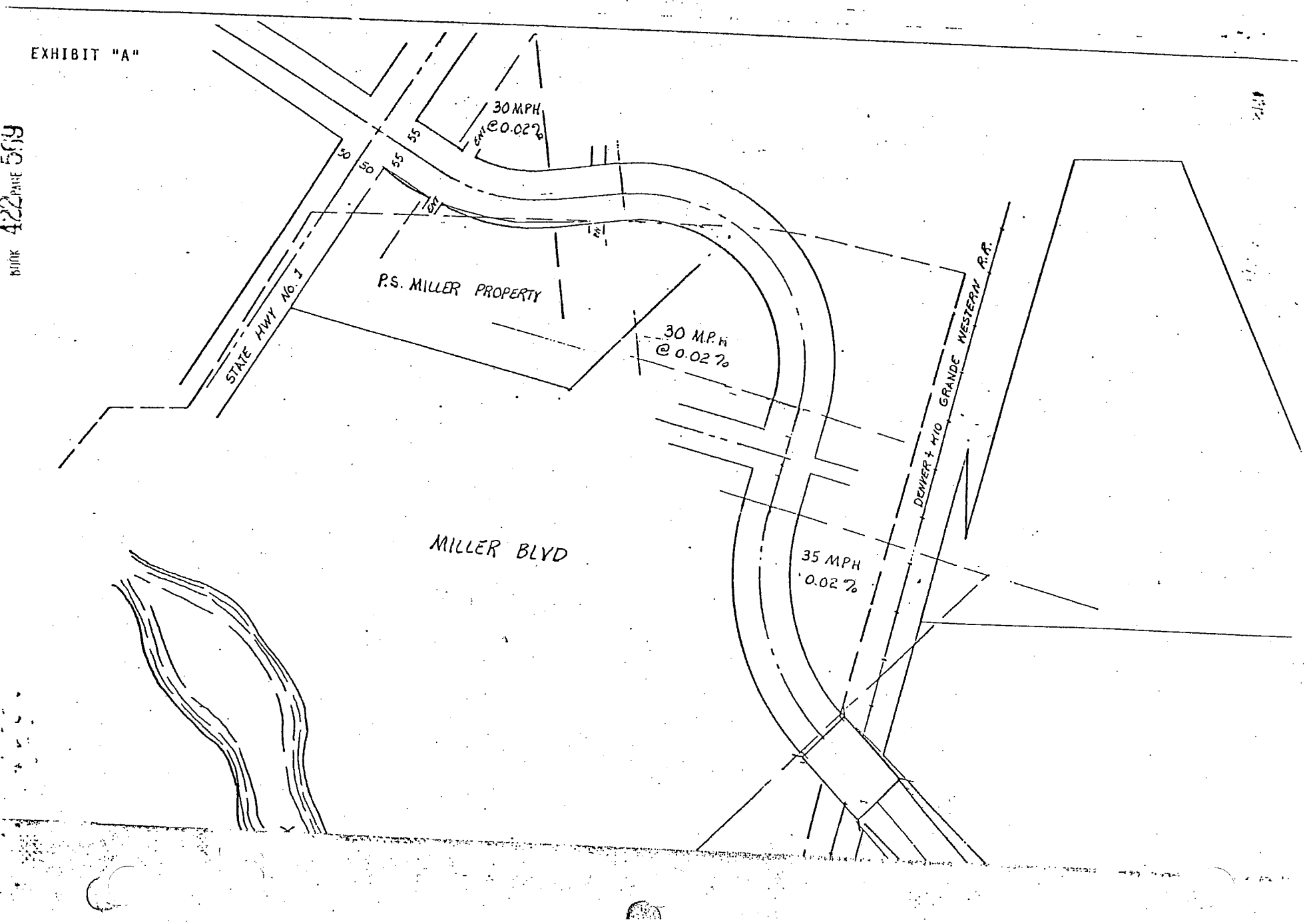
MILLER RANCH BUSINESS TECH PARK,
DEVELOPER

BY: _____
H.R. GANNON, GENERAL PARTNER

BY: _____
ROBERT L. HIER, GENERAL PARTNER

BOOK 422 PAGE 559

EXHIBIT "A"



Book 432 PAGE 223
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SECOND ADDENDUM TO
ANNEXATION CONTRACT
MILLER RANCH ANNEXATION

THIS SECOND ADDENDUM to that Annexation Contract by and between The Town of Castle Rock, State of Colorado, (hereinafter called "Town") and MILLER RANCH BUSINESS TECH PARK, a general partnership, (hereinafter called "developer") is intended by the parties hereto to change and modify certain terms and conditions as contained in said ANNEXATION CONTRACT, dated August 7, 1980, (hereinafter "Annexation Contract") and that document entitled ADDENDUM TO ANNEXATION CONTRACT, MILLER RANCH ANNEXATION, dated September 15th, 1981 (hereinafter called "FIRST ADDENDUM"). The provisions of this SECOND ADDENDUM shall be controlling and shall make void and of no effect any provisions in said ANNEXATION CONTRACT and/or said FIRST ADDENDUM, which are to the contrary, however, all other provisions of said ANNEXATION CONTRACT and said FIRST ADDENDUM shall remain in full force and effect.

IN CONSIDERATION of the mutual promises and covenants herein contained it is agreed by the parties hereto as follows:

1. All improvements to Miller Boulevard shall be to existing general city specifications, except as such specifications may be varied by this SECOND ADDENDUM or the above referenced ANNEXATION CONTRACT and FIRST ADDENDUM.
2. Developer shall have no responsibility for construction of improvements ancillary to Miller Boulevard which lie outside the right of way of said street as shown upon the proposed final plat for Miller Subdivision. Said final plat, upon its approval by Town and filing with the Douglas County Clerk and Recorder, shall be adopted herein by this reference. Said final plat is hereinafter referred to as "the plat".
3. Certain plans have been prepared for the construction

of said Miller Boulevard by Indec Engineering dated September 1981, (hereinafter "the plans"). Said plans are incorporated herein by this reference, provided however, that in the case of any conflict between said plans and the provisions of this SECOND ADDENDUM, the FIRST ADDENDUM, or the ANNEXATION CONTRACT, the latter three documents shall control.

4. Notwithstanding anything to the contrary, or additionally, contained in the plans, developers obligation for the construction of Miller Boulevard shall be as follows:

   A. Construction of the south one-half of Miller Boulevard (south of the median strip as shown on the plans) from its intersection with Wilcox Street to a point set forth in paragraph 4.C. below. Said construction shall include the turning lanes south of the median strip, the radii of the intersecting "noses" as shown on the plan, and all ancillary structures as shown on the plan (except as specifically omitted pursuant to provisions of this addendum).

   B. Construction of curbs on both sides of said south one-half of Miller Boulevard together with a sidewalk 5 feet in width along the south side of said south one-half.

   C. The construction set forth in paragraphs 4.A. and 4.B. above shall extend easterly from Miller Boulevard's intersection with South Wilcox Street as shown on the plat and plan to Station 12+85.00 as shown on sheet 3 of 12 of plan.

   D. Drainage structures to be constructed by developer shall be limited to those located between Stations 3 and 7 as shown on the plan.

   E. Sufficient fill will be taken from Miller Boulevard and placed within Lot 1, Miller

Subdivision, to backfill said lot to top of the south curb of the south one-half of Miller Boulevard. Fill material in excess of the amount required upon said Lot 1 pursuant to this sub-paragraph will be placed within the right of way of Miller Boulevard at the location where additional fill is required for construction of a future ramp leading to an overpass over the D.& R.G.R.R. right of way. Such fill shall not be compacted east of station 12+85.00 (as such station is located on plan).

5. Town shall cause project engineer to modify plan to reflect a change in location of main discharge station 5+32. In as much as such change in location is made necessary by the erroneous location of such discharge station by engineer, Town will not charge developer for any cost involved in the change of plans made necessary due to such error.

6. The provisions of this SECOND ADDENDUM shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

This SECOND ADDENDUM TO ANNEXATION CONTRACT was considered by the Board of Trustees of the Town of Castle Rock, Colorado, at their regular public meeting held on October 20th, 1981, and approved.

DONE AND SIGNED this 8th day of January, 1982, at Castle Rock, Colorado.

TOWN OF CASTLE ROCK

By: _____
Timothy L. White, Mayor

ATTEST:

Town Clerk

MILLER RANCH BUSINESS TECH PARK,
DEVELOPER

By: _____
H.R. Gannon, General Partner

By: _____
Robert L. Hier, General Partner

DC6715394

THIRD ADDENDUM
TO
ANNEXATION CONTRACT
MILLER RANCH (BROOKSIDE) ANNEXATION

This third addendum ("Third Addendum") to that certain contract entitled "Annexation Contract Miller Ranch Annexation" ("Contract") entered into between The Town of Castle Rock, State of Colorado, a Colorado municipal corporation, and Miller Ranch Busines Tech Park, a general partnership (successor in interest to Park Funding Corp., a Colorado corporation), on August 7, 1980 is entered into this 8th day of January, 1987, between the said Town of Castle Rock, hereinafter "Town" and the said Park Funding Corp., hereinafter "Master Developer".

WITNESSETH:

WHEREAS, certain circumstances have changed since Town and Master Developer's successor in interest entered into Contract; and

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

SECTION I
SCOPE OF AMENDMENT

1.1 Scope of Amendment. Whenever the provisions of this Third Addendum vary from the provisions set forth in Contract, the First Addendum thereto, or the Second Addendum thereto the provisions of this Third Addendum shall control and be binding upon and inure to the benefit of the parties; their successors and assigns. In all other and further respects the provisions of Contract, the First Addendum and the Second Addendum shall remain in full force and

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effect and be binding upon the parties and their successors and assigns.

SECTION II
RIGHT OF FIRST REFUSAL

2.1 Town's Right of First Refusal. During a period commencing on the date of execution hereof and terminating on the 180th day thereafter, Town shall have a right of first refusal upon the 10.3 acre parcel described in Exhibit "A" attached hereto. Master Developer shall notify Town of its intention to sell all or any portion of said parcel (in the manner set forth herein for the giving of notice) which notice shall contain the proposed terms of sale, said notice to be given not less than 17 days prior to the date upon which contemplated sale is to take place. In the event the Town determines that it will exercise its right of first refusal, Town must give notice to Master Developer not later than the date two days prior to the date of contemplated sale as set forth in Master Developer's notice (not to include the contemplated date of sale). In the event Town gives timely notice of its intent to exercise such right of first refusal Town shall have 60 days from and after the date upon which such notice of intention to exercise such right of first refusal is given to exercise such right by purchasing such parcel upon the same terms and conditions as that contained in a bona fide offer to Master Developer as the terms of said offer are set forth in the notice of proposed sale.

SECTION III
ACCEPTANCE OF SOUTH WILCOX STREET
BY THE TOWN OF CASTLE ROCK

3.1 Acceptance by Town. Town shall forthwith commence negotiations with the Colorado Department of Highways to assume

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operation, maintenance and access control over a portion of South Wilcox Street, which abuts the property described in Exhibit "A" to Contract, which is presently a State maintained, operated and controlled frontage road. The Town shall bear all costs incident to such acceptance.

SECTION IV
MISCELLANEOUS

4.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Town:
Town of Castle Rock
318 Fourth Street
Castle Rock, CO 80104

If to the Master Developer:
Park Funding Corp.
DTC Building 30
Suite 305
8301 E. Prentice Avenue
Englewood, CO 80111

4.2 Amendments. This Third Addendum may be amended in writing, which said amendment or amendments shall be approved by the Board of Trustees of the Town and the Master Developer, and signed by the mayor of the Town and president of the Master Developer.

4.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Town and the Master Developer and their respective successors and assigns.

4.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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4.5 No Waiver. The waiver or delay in enforcement of one or more terms of this Agreement shall not constitute a waiver of the remaining terms. The waiver or delay in enforcement regarding any breach of this Agreement shall not constitute a waiver of any terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

TOWN OF CASTLE ROCK

By: _____
Mayor

(SEAL)

ATTEST:

_____
Town Clerk

PARK FUNDING CORP.

By: _____
Assist. Vice President

(SEAL)

ATTEST:

_____
Asst. Secretary

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STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of January, 1987, by George L Kennedy, Mayor, and Richard K Nelson, Town Clerk, of the Town of Castle Rock, a municipal corporation.

Witness my hand and official seal.

My commission expires: 10-22-88

Phyllis L Brown
Notary Public
318 Fourth St.
Address Castle Rock, Co 80104

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 17th day of April, 1987, by Gene W Myers, as ~~Asst.~~ Vice President, and Jay L. Marsh, ~~Asst~~ Secretary, of Park Funding Corp., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 10-22-88

Phyllis L Brown
Notary Public
318 Fourth St.
Address Castle Rock, Co 80104

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Exhibit "A"

A parcel of land located in the West 1/2 of the Southwest 1/4 of Section 14, Township 8 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, being more particularly described as follows, to-wit:

Commencing at the West Quarter corner of said Section; thence South 0 degrees 10 minutes 41 seconds East along the West line of said Section a distance of 1328.17 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section; thence South 89 degrees 28 minutes 38 seconds East along the North line of said Southwest 1/4 of the Southwest 1/4 a distance of 743.40 feet to a point on the West line of the Denver & Rio Grande Western Railroad Right of Way (ROW) and the point of beginning;

Thence North 89 degrees 28 minutes 38 seconds West along said North line a distance of 52.79 feet; thence South 19 degrees 18 minutes 45 seconds West along said West ROW line a distance of 224.72 feet; thence South 18 degrees 17 minutes 13 seconds West along said West ROW line a distance of 80.00 feet; thence North 71 degrees 30 minutes 0 seconds West a distance of 250.00 feet; thence North 8 degrees 0 minutes 0 seconds East a distance of 260.00 feet; thence North 4 degrees 0 minutes 0 seconds West a distance of 650.00 feet; thence North 87 degrees 0 minutes 0 seconds East a distance of 400.00 feet; thence South 76 degrees 55 minutes 38 seconds East a distance of 338.00 feet to a point on said West ROW line; thence along the arc of a curve to the left and along said West ROW line a distance of 662.40 feet, said curve has a radius of 2867.97 feet, a central angle of 13 degrees 14 minutes 0 seconds and a chord that bears South 27 degrees 57 minutes 13 seconds West a distance of 660.93 feet; thence South 19 degrees 18 minutes 29 seconds West along said West ROW line a distance of 61.80 feet to the point of beginning; said parcel of land containing 10.156 acres, more or less.

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