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**DEVELOPMENT AGREEMENT  
(Castle Pines Commercial)**

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**DATE:** December 2, 1994

**PARTIES:** **TOWN OF CASTLE ROCK** ("Town"), a home rule municipal corporation, 680 North Wilcox, Castle Rock, Colorado 80104

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**DEV-VIC LTD. LIABILITY CO.**, a Colorado limited liability company, 482 Happy Canyon Road, Castle Rock, Colorado 80104 and **95 LTD. LIABILITY CO.**, a Colorado limited liability company, 42 Inverness Drive East, Suite 100, Englewood, CO 80112 (collectively "Developer"), and ~~**CORE/ENVIRONMENTAL, INC.**, a Connecticut corporation, 100 Allyn Street, Hartford, CT 06103 ("Core")~~ **WHITNEY PARTNERSHIPS, L.L.C.**, a Colorado limited liability company, 910-17th STREET, SUITE 300, DENVER, CO 80202 ("CORE")

**RECITALS:**

A. Pursuant to an Annexation and Development Contract dated January 29, 1987, recorded on October 8, 1987 as Reception No. 8728920, Douglas County, Colorado (the "Annexation Contract"), approximately 420 acres were annexed to the Town as Castle Pines Commercial. The property subject to the Annexation, as described in Exhibit A thereto, is referred to in this Agreement as the "Original Property". Certain provisions of the Annexation Contract were amended as to a portion of the Original Property pursuant to the provisions of that certain Agreement (Castle Pines Commercial Development) dated July 26, 1991, between the Town and Castle Pines Holdings, Inc., and recorded on August 7, 1991 as Reception No. 9124113, Douglas County, Colorado (the "First Amendment").

B. Developer and Core are the current owners of approximately 316.77 acres of the Original Property. The legal description of such 316.77 acres is set forth on the attached Exhibit A, which is incorporated herein by this reference (the "Property").

C. As anticipated by the First Amendment, Developer has submitted for approval by the Town an Amended Planned Development Site Plan for the Property dated December 2, 1994 (the "Site Plan"), which Site Plan has been approved by the Town, subject to the execution of this Agreement.

D. The Annexation Contract, as amended by the First Amendment, imposes certain obligations and duties on the parties relating to the Property.

E. Core acquired its interest in the Property from Developer by instruments recorded on March 9, 1995, at reception nos. 9511111 and 9511112, of the Records. Consequently, Core is a party to this Agreement solely for the purpose of consenting to the restrictions and benefits placed on the Property by this Agreement and the Annexation Contract.

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F. Concurrently with the approval of the Site Plan, the Town has adopted Resolution No. 94-42, approving the execution of this Agreement by the Town, and Ordinance No. 94-42, a Planned Development Ordinance relating to the Property (the Site Plan, such Resolution and such Ordinance are referred to herein as the "Approving Documents").

G. In conjunction with the approval of the Site Plan and the Approving Documents, the parties desire to set forth their agreements relating to the development and continued operation of the Property, which agreements shall be binding on the parties hereto and on the Property.

**COVENANTS:**

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

**SECTION I  
AMENDMENT TO ANNEXATION CONTRACT**

1.1 ANNEXATION CONTRACT. The provisions of this Agreement are intended to supersede and replace the provisions of the Annexation Contract and the First Amendment, as such provisions relate to the Property. To the extent that the provisions of the Annexation Contract and the First Amendment relate to property other than the Property, the terms and provisions of the Annexation Contract and the First Amendment shall remain in full force and effect. It is the intention of the parties that the performance of this Agreement not impair the contractual right under the Annexation Contract or the First Amendment of any person or entity not a party to this Agreement. The provision of services to the Property shall be governed by this Agreement.

**SECTION II  
DEFINITIONS**

2.1 OVERSIZING. "Oversizing" shall mean the difference between the dimension or capacity reasonably required in any Public Improvements for the needs of the portion of the Property to be served and the additional dimension or capacity which is required by the Town.

2.2 PUBLIC IMPROVEMENTS. "Public Improvements" shall mean streets and street striping, curbs, gutters, sidewalks, bike paths, bridges, culverts, drainage structures, water and sewer mains, transmission and service lines, manholes, fire hydrants, sewage lift stations, electric and non-electric traffic and street signs, street lighting and such other improvements which are to be built by the Developer and dedicated to the Town, as same shall be more specifically defined in the various plats for the Property, together with easements over the Property to allow construction and maintenance of the Public Improvements.

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2.3 REQUIRED PRIVATE AMENITIES. "Required Private Amenities" shall mean those private improvements built by the Developer and required by the Town as a condition of final plat or site approval.

2.4 WARRANTY. "Warranty" shall mean the express promise made by the Developer that Public Improvements are and shall be free from defective materials and workmanship. The warranty period shall be for a period of one (1) year from and after the date of their initial acceptance by the Town (as used herein the term "initial acceptance": shall mean that acceptance by the Town which will commence the warranty period). The Warranty extended by Developer shall be the exclusive warranty with respect to Public Improvements constructed hereunder and shall be in lieu of all other warranties thereon, express or implied.

### SECTION III GENERAL TOWN OBLIGATIONS

3.1. UTILITY SERVICES, RATES. The Town shall provide to the Property, water, sewer and irrigation services at the same rates, charges and fees (including development fees, other authorized fees and exactions) as charged to other users, similarly situated in Town, in accordance with this Agreement and ordinances and resolutions in effect at the time such charges are assessed. The Town shall insure that its utility service systems are adequate to provide necessary services to approved and developed areas within the Property.

3.2. INSPECTIONS, LIABILITY. The Town agrees to perform inspections in a timely manner as requested and required, and to provide appropriate assistance, in order to insure that all construction of public facilities and improvements and all construction of private improvements within the Property meet all applicable Town minimum standards and design criteria. No such inspection or assistance shall pass or transfer any responsibility or liability from Developer to Town for workmanship or quality of the materials, for compliance with engineering or regulation requirements, or for any other liability. In other words, the Town makes no warranties based upon its inspections and waives no Developer liabilities thereon.

3.3. ACCEPTANCE OF PUBLIC IMPROVEMENTS AND PUBLIC LAND DEDICATION. The Town agrees to accept and maintain all required Public Improvements following acceptable inspection thereof, and all dedicated public lands, parks and open space. Inspection, acceptance and maintenance thereafter of such Public Improvements shall in no way serve to relieve or mitigate Developer's full Warranty responsibility.

3.4. APPROVAL OF PRIVATE AMENITIES. The Town agrees to approve all Required Private Amenities without acceptance of further responsibility thereon.

3.5. POLICE, FIRE, OTHER GOVERNMENTAL SERVICES. The Town agrees to provide to the Property police and fire protection and all other available government services

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to the same extent and degree as Town is providing to all others similarly situated in the community.

3.6. TOWN COOPERATION. The Town agrees to fully cooperate and assist Developer in all applications, filings, permits and other actions necessary or appropriate to fulfill the conditions and requirements of this Agreement and to process plats and approvals submitted in accordance with this Agreement and Town ordinances and procedures.

#### SECTION IV GENERAL DEVELOPER OBLIGATIONS

4.1. COMPLIANCE. The Developer agrees that it will develop the Property in accordance with this Agreement, all ordinances, codes and regulations of the Town, the minimum standards and design criteria of the Town, and with the Approving Documents.

4.2. ANNEXATION OF OUT PARCELS. There are three parcels, totalling approximately 1.04 acres, depicted on the site plan which are currently in unincorporated Douglas County and which are labeled "Proposed Annexation". Within 120 days after the Town's approval of the Site Plan, Developer agrees to submit to the Town an Annexation proposal for the Out Parcels and to pursue said Annexation diligently and in good faith.

### UNOFFICIAL SECTION V WATER INFRASTRUCTURE COPY

5.1. INFRASTRUCTURE CAPITAL IMPROVEMENTS, OVERSIZING. The Town shall retain the ultimate responsibility, in consideration for development fees charged and collected to furnish all necessary capital plant improvements for the municipal water system including wells, pumps, treatment facilities, reservoirs and main transmission lines. The Developer shall be solely responsible to build and construct, in accordance with Town minimum standards and design criteria, potable water delivery system infrastructure required for the Property and to meet the needs of the Property. Such infrastructure shall include all mains extended within the development parcels, service lines, fire hydrants, valves and connections, pump stations and any other necessary facilities for the delivery of water throughout the Property. In the event water mains or service lines are required to be engineered and constructed which exceed that required to service the Property, any oversizing shall be the responsibility of Town. However, if the Town engineers determine that the oversized main or service line has been engineered and constructed to service the development parcels within the Property only, then the Developer shall pay the entire cost of such line. Prior to the construction of any such line for which the Town is to be responsible for a portion of the cost thereof, the Developer shall secure written bids from no less than three (3) contractors for the placement of such line. Such bids are to include a breakdown of material and labor for such Property service line and the same for the oversized line in order that the Town may determine

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its proportioned cost for the increased sizing which shall be determined by calculating the actual cost difference in labor and material between the bid for the Developer line and the oversized line. Such bids are to be submitted to the Town for analysis and approval prior to the construction of the line. Should the Town fail to approve or disapprove any bid in writing within thirty (30) days of submittal, then the Developer may proceed with the bid which it deems most appropriate under the circumstances. The Town shall pay its portion after final inspection and acceptance of the line upon completion thereof, and within thirty (30) days following the date of submission of an appropriate statement to the Town from the Developer which shall include invoices and contractor billings.

5.2. CONNECTION, OWNERSHIP. Based upon appropriate engineering criteria, the Town shall advise Developer where Developer's infrastructure is to be attached to the Town's system. Once such infrastructure is engineered, constructed, inspected, approved and accepted, and connected to the Town's water system, it shall become solely owned by the Town, subject to the Warranty.

## SECTION VI SEWER

6.1. SEWER POLICY, INFRASTRUCTURE, OVERSIZING. The Town shall provide and maintain such capital plant facilities as are necessary to provide sanitary sewer service to the Property. Such capital plant facilities shall include the necessary main collection lines to the boundary of the Property, and all capital plant costs associated with serving the Property. The sewer service shall be provided to users within the Property at the same rates and connection charges as are then applicable and charged to other users similarly situated within the Town pursuant to ordinance or resolution of the Town. The Developer shall be solely responsible to build and construct, in accordance with Town minimum standards and design criteria, all sewage collection system infrastructure required for the Development Parcels within the Property and to meet the needs of the Property. Such infrastructure shall include all mains extended within the Development Parcel, service lines, valves and connections, pump stations and other necessary facilities for the recovery of sewage from the Property. In the event sewer mains or service lines are required to be engineered and constructed which exceed that required to service the Property, any oversizing shall be the responsibility of Town. However, if the Town engineers determine that the oversized mains or service lines have been engineered and constructed substantially to service the Property only, then the Developer shall pay the entire cost of such line. Prior to the construction of any such line for which the Town is to be responsible for a portion of the cost thereof, the Developer shall follow the procedures set forth in Paragraph 5.1 with regard to bids and their submission to the Town.

6.2. CONNECTION, OWNERSHIP. Based upon appropriate engineering criteria, the Town shall advise Developer where Developer's infrastructure is to be attached to the Town's

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system. Once such infrastructure is engineered, constructed, inspected, approved and accepted, and connected to the Town's sewer system, it shall become solely owned by the Town.

## SECTION VII DRAINAGE

7.1. DRAINAGE POLICY. The Developer will be responsible for the construction of both on-site and off-site improvements as identified in the master drainage report prepared by TST, Inc. of Denver, dated November 30, 1994, provided however that future amendments to said Drainage Report must be approved by both Developer and the Town. The improvements will be phased based upon development progress pursuant to the Phasing Plan referenced in Section 11.2 and attached hereto as Exhibit C. At such time as a site is platted, the drainage conveyance for the development of that parcel will be constructed in conjunction with the development of the parcel. Unless otherwise agreed to by the Town, at the time of the development of the first development parcel to be platted (exclusive of Tracts 10/11), the Detention Pond referenced in the Master Drainage Report shall be constructed and conveyed to the Town. The culvert improvements under U.S. Highway 85 will be constructed at the time that the U.S. Highway 85 widening is constructed, unless the development necessitates earlier construction.

All drainage improvement plans will be submitted to the Town for review and approval prior to construction. With an application for a preliminary plat and prior to construction of any temporary drainage improvements, the specific plans for the temporary improvements will be submitted, along with a written explanation of the phasing for final improvements, by the Developer to the Town for approval.

## SECTION VIII STREETS

8.1. GENERAL STREET POLICY. Unless otherwise specifically agreed upon at the time of approval of any final plat for any portion of the Property, all streets within that portion of the Property shall be engineered in accordance with the Town's minimum standards and design criteria.

8.2. PRIVATE STREETS. In the event that the Town approves certain local private streets, the requirement of sidewalks, curbs and gutters may be waived along said private streets, so long as reasonable pedestrian access is provided by a system of pedestrian and/or bike paths. Other specifications required for publicly dedicated streets may be modified or waived in Town's discretion, at time of platting.

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8.3. CONSTRUCTION OF ON-SITE STREETS. The Developer shall be solely responsible to build and construct, in accordance with Town minimum standards and design criteria, all streets within the boundaries of the Property. Such infrastructure shall include all streets and street striping, curbs, gutters, sidewalks, bike paths, electric and non-electric traffic and street signs and street lighting, as same shall be more specifically defined at time of platting.

## SECTION IX OFF-SITE IMPROVEMENTS

9.1 SH85 IMPROVEMENTS. The parties acknowledge that the development of the Property will impact the traffic on U.S. Highway 85 ("SH85"). Developer further acknowledges that it shall be responsible for its impact on SH85 and, thus, shall be responsible for paying its proportionate share of the upgrade improvements to SH85 abutting the Property. The Developer shall fully satisfy its obligation for impact on SH85 by dedication of right of way, as outlined in Section 9.1(a) below, and by construction of certain Improvements to SH85, as outlined in Section 9.1(b) below (the "SH85 Improvements"). Relative to the SH85 Improvements, the parties further agree as follows:

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- (a) The Developer hereby agrees to dedicate free and clear of encumbrances, the approximately 5.72 acres depicted on the Site Plan for "future SH85 right of way" to the Town (the "SH85 ROW"). Said conveyance of the SH85 ROW shall occur prior to the approval by the Town of the first final plat of any portion of the Property.
  - (b) The construction components to the SH85 Improvements shall be defined as (i) signalization at "SH85 Entrances 1, 2, and 3" depicted on the Phasing Plan, (ii) construction of an acceleration and deceleration lane on the Northbound side of SH85, in the SH85 ROW, and (iii) construction of curb, gutter, sidewalk (if requested by the Town or CDOT), and landscaping on the Northbound side of SH85 in the SH85 ROW.
  - (c) Provided that CDOT, or other governmental agency, have not theretofore committed to undertake the completion of the SH85 Improvements, at such time as the Phasing Plan necessitates all or a portion of the SH85 Improvements, Developer and/or its successors, shall either construct the SH Improvements or advance the total funding for the SH85 Improvements, or the applicable portion thereof, on the following terms and conditions.
    - (i) As required by the Phasing Plan, at such time as Developer, and/or its successors, installs any of the three (3) streets shown on the Site Plan accessing onto SH85 ("SH85 Entrances 1, 2 and 3" are depicted on the Site Plan), Developer and/or its successor shall install the applicable

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portion of SH85 Improvements provided for in the Phasing Plan. Approval of any final plats is conditioned on the Developer applying for and receiving valid Access Permits for the applicable SH85 Entrances 1, 2, and 3 from the Colorado Department of Transportation (CDOT). The Town shall assist Developer in obtaining said Access Permits. Town acknowledges that Developer's contribution of the SH85 ROW and Developer's commitment to construct the SH85 Improvements pursuant to this Section IX constitute reasonable and fair Developer obligations for the purpose of satisfying CDOT's requirements for access permits on SH85. The phasing of the SH85 Improvements as called for in the Phasing Plan, may be adjusted as platting of the property occurs with the mutual agreement of Town and Developer. The parties agree that in the event either CDOT refuses to allow Developer to improve SH85 as described above, or unreasonably delays such improvement, then Developer's obligation to so improve SH85 shall be delayed until such time as such impediments no longer exist. In such event, the Town shall allow the development of the Property to proceed, subject to the other provisions of this Agreement provided, however, that nothing in this paragraph shall be construed so as to require Town to make capital improvements to SH85.

- (ii) The Town agrees to use reasonable efforts to cause CDOT, or other State or regional agency to complete the expansion of SH85, adjacent to the Property, to a minimum of a four lane thoroughfare as development of the Property requires same.

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- (d) As a requirement of the Town's approval of the Site Plan and this Development Agreement, a "Traffic Impact Study Update" was prepared for the overall "Castle Pines Commercial Area" (dated June, 1994) by Felsburg Holt & Ullevig (the "CPCTIS"). Based upon the assumed uses designated for the various parcels within the Site Plan, as same are referenced in the CPCTIS, the parties have agreed that Developer's contribution of the SH85 ROW and the SH85 Improvements as described in this Section IX shall satisfy Developer's obligation for impacts to SH85. As the various parcels within the Site Plan are submitted to the Town for a final subdivision plat, a local Traffic Impact Analysis ("TIA") for said parcel will be required by the Town from the developer of said parcel pursuant to Town regulations. At the time of final subdivision platting of the various parcels within the Site Plan, should the use of any given parcel differ from the assumed use of said parcel referenced in the CPCTIS, and should the accompanying TIA performed for said parcel reflect increased traffic impacts to SH85 over that assumed in the CPCTIS as a result of such changed use, then the Town may require, as a condition of its approval of the final subdivision plat for said parcel, that the developer of said parcel contribute to additional upgrade improvements to SH85 as may be necessary pursuant to the TIA. Pursuant to this

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Paragraph 9.1(d), if said additional improvements to SH85 are required by the Town, the Town will provide the funding for that portion of the traffic attributable to traffic impact from all sources other than the Property.

9.2 SILVER HEIGHTS INTERCHANGE. The parties hereby agree that the Property's full and final obligation relating to the construction of any improvement to the Silver Heights Interchange (now referred to as the Miller Boulevard/Meadows Parkway Interchange) (the "Interchange") located on Interstate 25 shall be governed by this Section 9.2. The Developer shall participate in funding the costs of reconstruction of the Interchange according to the following:

- (a) The improvements to the Interchange in which the Developer is obligated to participate (the "Interchange Improvements") shall include any capital improvements to the Interchange, which result in increasing the capacity of the Interchange, but exclude the signalization and ramp widening of the Interchange undertaken by the Town in 1993.
- (b) The cost of the Interchange Improvements, as used in this section, includes permitting, environmental assessment and mitigation, design, engineering and construction (and related soft costs), but excludes right of way acquisition and financing costs. It is currently estimated that the total cost of the Interchange Improvements is in excess of \$6 million. In agreements with other developers which are also obligated to participate in the cost of the Interchange Improvements, for the purpose of computing said developers' share of said Interchange Improvements, the Town has stipulated to an Interchange Improvement cost of \$4.45 million therefore, for purposes of this Agreement, the parties stipulate that a cost of \$4.45 million shall be used in calculating the Developer's participation in the Interchange Improvements.
- (c) Based upon the Silver Heights Interchange Utilization Study of May, 1993, prepared by the Town's transportation consultants, Felsburg, Holt & Ullevig (the "Interchange Study"), the Property (317 acres), together with the balance of the Castle Pines Commercial Property (113 acres), were allocated 17.9% of the Interchange Improvements, not to exceed an aggregate participation of \$796,550.
- (d) In full satisfaction of the Town's requirement for Developer's participation in the Interchange Improvements, the parties have agreed as follows:
- (i) the Property shall be subjected to an assessment in the amount of \$587,854 (which is derived by taking the 317 acres in the Property divided by 431 acres in the Castle Pines Commercial Development or 73.8%, times \$796,550);

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- (ii) the Property's Interchange Improvement assessment of \$587,854 shall then be allocated among the "General Business District" and "Multi-Family Residential District" Tracts designated on the Site Plan (collectively the "Development Parcels") except no. 11, on the Site Plan (i.e. Development Parcels 1 thru 10 and 12 thru 14 designated on the Site Plan), totalling 272.79 acres, resulting in the following allocated assessments to be placed on each of the Development Parcels.

<u>DEVELOPMENT PARCELS</u>	<u>ACREAGE</u>	<u>ALLOCATED INTERCHANGE CONTRIBUTION</u>
1	41.67	\$89,798
2	38.76	\$83,527
3	28.25	\$60,878
4	17.87	\$38,509
5	29.01	\$62,516
6	14.93	\$32,174
7	5.00	\$10,775
8	17.14	\$36,936
9	15.80	\$34,048
10	2.68	\$ 5,775
12	39.31	\$84,712
13	9.10	\$19,610
14	13.27	\$28,596
Total	272.79	\$587,854

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- (iii) the required payment to the Town for the assessment for each of the Development Parcels shall be payable in full at the time the first final subdivision plat of such Development Parcel(s), or a portion thereof, is approved by the Town. Receipt by Town of such assessment payment shall be a condition precedent to the obligation of the Town's authorized representatives to execute and approve the final plat and to record or authorize its recordation in the public records of Douglas County, Colorado;
- (iv) any Development Parcel within the Property may be released from the assessment imposed by this Section 9.2(d) by the payment of the amount that would be required if such Development Parcel were being platted;
- (v) upon the payment of the required amount for any Development Parcel within of the Property, the Town shall execute and record such documents

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as are necessary to release such Development Parcel from the assessment imposed by this Section 9.2(d);

(vi) the payment obligation shall not constitute a personal or direct obligation of the owners of the Property, and Town shall have no remedy or right of action against such Property owners for monetary damages in the event of non-compliance with the provisions of this Section 9.2(d). In the event that a subdivision plat is recorded, inadvertently or otherwise, prior to receipt by the Town of full payment for such plat, the Town may withhold the issuance of any subsequent land use or construction approvals, including grading or building permits, until the required payment for such plat is paid in full;

(vii) To the extent that the assessments described in this Section 9.2(d) have not been previously paid with respect to a Development Parcel within the Property, such assessment shall be due in full within thirty (30) days after receipt of notification from the Town that (A) a contract has been let for permitting, environmental study or assessment, engineering, and/or construction of the Improvements, and (B) the Town has assured funding sources for full payment of the contract let;

(viii) Upon contract completion and final acceptance of the Interchange Improvements, the Developer shall receive a cost accounting of the work performed. If the total cost of the Interchange Improvements turns out to be less than \$4.45 Million, the Developer shall be reimbursed by the Town for 13.2% (73.8% of 17.9%) of any amount less than \$4.45 Million that the cost of the Interchange Improvements has resulted in (to the extent the Property has contributed financial participation therein), with such reimbursement to be made within thirty (30) days of receipt of the cost accounting. To the extent that the Developer does not own a portion of the Property entitled to reimbursement, the reimbursement shall be made to the Developer, unless the Town has previously received notice from the Developer to direct a portion of such reimbursement to the then current owner of that portion of the Property. For purposes of this subparagraph (viii), Developer shall refer to the parties shown as Developer on the first page of this Agreement; and

(ix) Notwithstanding any other provisions of this Agreement, the Developer may credit against the Developer's obligation under this Section 9.2 Silver Heights Interchange, any expenditures made by the Developer, or its successors, to improve SH85 (other than those required under Section 9.1 SH85 Improvements as shown on Exhibit C of this Agreement) provided that the Colorado Department of Transportation ("CDOT") approves

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same. It shall be Developer's responsibility to document, in a manner acceptable to the Town, such approval by CDOT.

Although the term "assessment" is used in this Section 9.2(d) to describe the financial obligation imposed against the Property, the parties acknowledge that the assessment provided herein is a contractual exaction, and that the provisions of local charter and ordinance and state law applicable to the imposition of assessments under a local or special improvement district are inapplicable.

9.3 PREVIOUS AGREEMENT. The parties acknowledge that Section 10(e) of that certain Development Agreement (Colorado Factory Shops) dated July 26, 1991 between the Town and Colorado Factory Shops Limited Partnership (the "Factory Shops Agreement") contains certain provisions requiring cost sharing of expenses for improvements to SH85, and the Town acknowledges and agrees that the obligations of the Developer thereunder have been previously satisfied by Castle Pines Holdings, Inc.

9.4 MEADOWS PARKWAY. In full satisfaction of Town's requirement for participation of the Property in the Meadows Parkway development cost, the parties have agreed as follows:

- (a) in addition to the assessment outlined in Section 9.2(d), the Property shall be subjected to an assessment in the amount of \$0.046 per square foot;
- (b) the required payment to the Town for any portion of the Property shall be determined at the time a final subdivision plat of such portion of the Property is processed through the Town and shall be calculated by multiplying the gross land area of the plat, expressed in square feet, by \$0.046. "Gross land area" is defined as the entire surface area within the exterior boundaries of the platted property, without deduction or set-off;
- (c) the required payment for any portion of the Property shall be paid to Town concurrently with final approval of the plats for such portion of the Property and receipt by Town of such payment shall be a condition precedent to the obligation of the Town's authorized representatives to execute and approve the final plat and to record or authorize its recordation in the public records of Douglas County, Colorado;
- (d) any portion of the Property may be released from the assessment imposed by this Section 9.4 by the payment of the amount that would be required if such portion of the Property were being platted;

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- (e) upon the payment of the required amount for any portion of the Property, the Town shall execute and record such documents as are necessary to release such portion of the Property from the assessment imposed by this Section 9.4; and
- (f) the payment obligation shall not constitute a personal or direct obligation of the owners of the Property, and Town shall have no remedy or right of action against such Property owners for monetary damages in the event of non-compliance with the provisions of this Section 9.4. In the event that a subdivision plat is recorded, inadvertently or otherwise, prior to receipt by the Town of full payment for such plat, the Town may withhold the issuance of any subsequent land use or construction approvals, including grading or building permits, until the required payment for such plat is paid in full; and
- (g) As final subdivision plats occur on the Property, Town may require the construction or development of additional Meadows Parkway Improvements, such as those identified on Exhibit D, upon the Town's transportation consulting engineer's certification that development of one or more of the transportation improvements shown on Exhibit D is necessary to address the cumulative impact from the proposed development on the Property. With each final subdivision plat submitted for Town approval, a traffic impact analysis (TIA) will be required by the Town pursuant to Town regulations. Should the TIA, by Town staff or by the Town's transportation consultant, identify the need to construct additional transportation improvements to Meadows Parkway (other than those identified in Exhibit C or elsewhere in this Agreement), development of such additional transportation improvements shall be a condition to final subdivision plat approval. By way of example, but not by way of limitation, it is anticipated that the improvements to Meadows Parkway identified in Exhibit D, may be required. As determined by the TIA's undertaken for each final subdivision plat, Developer will be required to construct those Meadows Parkway improvements which are warranted by the traffic projected to be generated from development within the area for which final subdivision plat application is made, provided that the Town will provide the funding for improvements to Meadows Parkway for that portion of the traffic attributable to traffic impacts from all sources other than the Property.

Although the term "assessment" is used in this Section 9.4 to describe the financial obligation imposed against the Property, the parties acknowledge that the assessment provided herein is a contractual exaction, and that the provisions of local charter and ordinance and state law applicable to the imposition of assessments under a local or special improvement district are inapplicable.

9.5 NEW INTERCHANGE. The parties hereby acknowledge that the Site Plan no longer anticipates the construction of the "New Interchange," as defined in the Annexation Contract. Therefore, the parties agree that the Developer shall have no obligation for any contribution with respect thereto.

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**SECTION X  
PUBLIC LAND DEDICATION AND OPEN SPACE**

10.1. **PUBLIC AND PRIVATE (COMMON) OPEN SPACE.** It is recognized by the parties that any development in the Town not only increases the burden upon public utilities and services, but also creates a need for additional public lands for open space, parks, schools and other public facilities. In this regard, the Town requires that a public land dedication on all planned developments, in an amount equal to 10% of the total acreage within the planned development, be committed to the Town. Relative to the Original Property, which abuts both Interstate Highway 25 and State Highway 85 in the vicinity where said highways first enter the incorporated Town limits from the north, the Town has requested an open space buffer along said highways. Developer has therefore designated certain public open space ("POS") parcels, totalling 31.92 acres in the legend of the Site Plan, and in Exhibit "B" of Ordinance No. 94-42, which are to be dedicated to the Town at the time of final platting of the contiguous development parcels. The Phasing Plan, attached hereto as Exhibit C, more specifically defines the POS parcels which are to be dedicated in conjunction with the final platting of certain Development Parcels. In addition to the dedication of the POS parcels, the residential tracts reflected on the Site Plan shall require additional private or common open space ("COS") in an amount equal to 20% of the acreage within said residential tracts. As reflected on the Site Plan, Tracts 1, 2, and 3 are intended for residential use. Therefore, at the time all or any portion of Tracts 1, 2, and 3 are final platted, a minimum of 20% of each given plat within said Tracts 1, 2, and 3 shall be designated as COS, for a total of an additional 21.74 acres (20% of 108.68 acres in the residential tracts). The Town recognizes the unique character of the open space to be utilized within the Property, as set forth in the Site Plan, and agrees that no additional POS, parks or schools are required to be dedicated within the Property. All open space and other public land dedication requirements shall be satisfied upon dedication of the open space outlined herein and on the Site Plan, as required by the PD Ordinance, and upon compliance with the common open space ("COS") dedication requirement set forth on the Site Plan as final platting of the residential development Tracts 1, 2, and 3 within the Property occur. If the Developer of any Tract fails to meet either the POS or COS requirements described herein prior to or concurrent with the final plat approval for the applicable tract, the Town shall have the absolute right to withhold building permits and/or further development approvals for any development within the applicable tract until such time as the applicable POS and/or COS requirements are met.

10.2. **SOLE REQUIREMENTS.** Except as may be otherwise provided herein, any and all requirements for public lands within the Property made by the Town, any school district or other public entity, shall be satisfied with the public land dedications specified in this Section.

10.3. **TITLE DOCUMENTS.** Prior to the acceptance by the Town of any tract or parcel of ground to be utilized for public purposes, other than streets, easements and rights-of-way, Developer shall provide Town with sufficient title work to show that the property is free and clear of all liens and encumbrances. Upon acceptance of the conditions of title, such public

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property shall be deeded to Town by special warranty deed. Developer shall retain such rights-of-way and easements as may be necessary for Developer to have access to construct utility lines, detention areas or other required Public Improvements under this Agreement. If, at any time, the Town reasonably determines that a certain Tract under active development requires a water, sanitary sewer, or drainage line easement across an adjacent undeveloped Tract or a drainage tract, or street right of way (consistent with the Site Plan) to be dedicated to the Town in order to serve the Tract under development, then Developer, or successor owner of said public utility easement, drainage tract, or street right of way property, shall cooperate with the Town in providing such requested public utility easement, drainage tract, or street right of way, in accordance with Town specifications. In the event such a request for a public utility easement, drainage tract, or street right of way is made by the Town of the Developer, or its successor, the Town shall also cooperate with the Developer, or its successor, in locating said public utility easement, drainage tract, or street right of way in a location which will not negatively impact the development of any adjacent Development Tracts. Prior to the conveyance of any public land, unless mutually agreed to the contrary, the Developer shall commission a Phase I environmental assessment (in accordance with the applicable standards developed by the American Society of Testing and Materials), and the Town's obligation to accept such offer of conveyance or dedication shall be conditioned on the Town's good faith determination that no unreasonable risk of financial liability from environmental conditions or contamination is associated with such property.

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SECTION XI  
PUBLIC IMPROVEMENTS AND REQUIRED  
PRIVATE AMENITIES

11.1. ENGINEERING, CONSTRUCTION. Except as required in any other provision of this Agreement or in the Approving Documents all Public Improvements shall be engineered and constructed in accordance with Town minimum standards and design criteria and shall be properly dedicated upon each plat or deeded to the Town.

11.2 PHASING OF PUBLIC IMPROVEMENTS. The Town acknowledges that the Developer intends to develop the Property in phases, the order of which has not been finally determined. In order to accommodate such phasing, the Public Improvements shall also be allowed to be constructed in phases. As a means to designate the Public Improvements which shall be required in order to construct a particular portion of the Property, the parties have devised a phasing plan for the Public Improvements (the "Phasing Plan"). The Phasing Plan consists of thirteen drawings prepared by TST, Inc. of Denver, dated December 2, 1994, and recorded in the public records with the Site Plan. Attached as Exhibit C is a copy of said Phasing Plan. The Phasing Plan divides the Property into various development tracts (the "Tracts"), and describes the Public Improvements required to be constructed in connection with each Tract. The Town's approval of a Final Subdivision Plat for any portion of a particular Tract shall require that either the Public Improvements relating to that Tract be completed prior

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to the issuance of the first building permit within said Tract or a surety be provided therefor as set forth in Section 11.3. Allocation and apportionment of the cost of development of the Public Improvements between multiple owners of the Tracts shall be the exclusive obligation of such owners. Irrespective of such cost allocation or private recoupment arrangements which may be in place, the Town shall have the absolute right to withhold Building Permits and/or further development approvals for any development within the applicable Tract until the applicable Public Improvements have been completed or a surety provided therefor. In the event of such development approval moratorium, the Town shall have no liability, for any loss or injury incurred to any owner, as a result of diminution in value of the Property, loss of development rights (whether vested or not), or deprivation of any property interest. In addition to the above, in the event that the development of the Property shall proceed in such a manner that the phasing of the Public Improvements and the Offsite Improvements, as outlined in the Phasing Plan, is not practical, the Town shall have the authority, through administrative procedure (rather than by amendment to this Agreement) to approve an alternate phasing of the Public Improvements and the Offsite Improvements, provided that all Public Improvements and Offsite Improvements required hereunder shall be constructed upon final development of all Tracts. Notwithstanding the above, if the Developer so elects, the Developer may install certain Public Improvements for unplatted portions of the Property prior to the time required under the Phasing Plan, provided that such Public Improvements comply with the terms of this Agreement and the Approving Documents.

11.3. SURETY. The completion of all Public Improvements shall be insured by appropriate means as set forth by Town Ordinance. The Town may also require and/or accept performance protection upon Required Private Amenities. Developer agrees that prior to the issuance of the first building permit within a particular Tract, Developer shall have, in an amount sufficient to complete the appropriate Public Improvements and Off-Site Improvements required by this Agreement for that Tract, a letter of credit, bond, surety, or other acceptable guarantee for the benefit of the Town in an amount equal to the estimated completion cost of the applicable Public Improvements and Off-Site Improvements.

11.4. FAILURE TO COMPLETE. Where certain Public Improvements and Required Private Amenities have been required by the Town to be completed within a particular time period, the Town may withhold further pending permits and certificates of occupancy from the Developer if not completed within such time period. However, certificates of occupancy may be withheld only if the development of the Property is in the last final plat or last 15% of the applicable Tract.

11.5. ACCEPTANCE, WARRANTY. Acceptance of all Public Improvements by the Town shall be in accordance with Town Ordinance and all Public Improvements shall thereafter be subject to the one year Warranty as set forth in the definition of Warranty.

11.6. DEVELOPMENT FEE RECOVERY. Under the Annexation Contract, Developer has the right to construct wholesale water and sewer infrastructure and to receive a waiver of

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the applicable system development fees on development utilizing such infrastructure. The parties intend to preserve the pre-existing contractual rights and obligations subject to the Town, in its discretion, declining to develop such infrastructure and the following conditions:

- (a) The development costs of the wholesale water and sewer facilities ("Facilities") together with construction loan interest and financing charges, easement acquisition, design, engineering, and other "soft costs", typically capitalized to a public works facility under generally accepted accounting principles (collectively the "Capital Costs") incurred by Developer shall be subject to recovery provided that the soft costs shall not exceed 15% of construction cost. The Capital Costs shall be certified by the Developer or its representatives to the Town, from time to time as incurred, and upon request of Town, reasonable supporting documentation demonstrating the incurrence of the expenditure shall be so provided to Town. Town shall approve or state its objection to the Capital Costs within thirty (30) days of receipt of a complete submission by Developer. Any disputes as to the amount or appropriateness of the inclusion of the line item in the summary of Capital Costs shall be resolved informally between Town administrative staff and its advisors and representatives and consultants of Developer. If thereafter the parties are unable to come to a satisfactory resolution of the dispute, it shall be submitted for binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

- (b) ~~Developer shall be entitled to interest accrual on the Capital Costs at the rate equal to the prime rate charged by Norwest Bank of Denver, Colorado plus two points, as the same may be periodically adjusted by the bank, from time to time with interest commencing with Town's acceptance of the Facilities, which acceptance shall be made in accordance with Town Regulations. The total of the Capital Costs and the accrued interest thereon shall constitute the "Recoverable Costs."~~

- (c) Recoverable Costs shall be offset against the water and wastewater system development fees charged by Town on that portion of the Property served by the Facilities until the Recoverable Costs are exhausted.

## SECTION XII PERFORMANCE OF OBLIGATIONS - REMEDIES

12.1. DEVELOPER RELIANCE. Developer is entering into this Agreement and undertaking the obligations imposed upon Developer herein in reliance upon the Town's concurrent approval of the Site Plan and Planned Unit Development Ordinance. Performance of Developer's obligations hereunder is expressly conditioned upon Developer being permitted by Town to develop the Property in substantial conformity with said approved Site Plan and Ordinance.

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12.2. DEVELOPER DEFAULT. In the event of material default by Developer under the provisions of this Agreement, for which no surety has been posted with Town by Developer, Town reserves the right to withhold building permits, certificates of occupancy, or any other permits and approvals within the Property, however, certificates of occupancy may be withheld only if the development of the applicable portion of the Property is in the last final plat or last fifteen (15%) percent of the applicable Tract.

12.3. NON-EXCLUSIVE REMEDY. It is understood and agreed by the parties hereto that the specific remedies provided in this Agreement are not exclusive and that the parties hereto shall have all available remedies in law or equity including but not limited to, specific performance and injunctive relief.

### SECTION XIII COLORADO LAW

13.1. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Colorado.

### SECTION XIV BINDING EFFECT

14.1. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the parties hereto, the Property, and all successors, representatives, designees, agents and assigns of the parties, whether designated herein or otherwise as developers or sub-developers of all or any portion of the Property. If the Developer shall transfer the Property, or any portion thereof, the obligations of Developer contained in this Agreement with respect to that portion of the Property shall be automatically transferred to the new owner of the Property, and the Developer shall be released from all obligations relating to the transferred portion of the Property.

### SECTION XV CHANGES

15.1. CHANGES ONLY IN WRITING. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing and duly executed by the parties hereto or their respective heirs, successors or assigns.

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**SECTION XVI  
ENTIRETY**

16.1. **ENTIRETY.** Except as expressly provided herein, this Agreement constitutes the entire contract between the parties as to the matters addressed herein and all prior negotiations, representations, understanding, or agreements pertaining to such matters are merged into and superseded by this Agreement.

**SECTION XVII  
NOTICES**

17.1. **NOTICES.** All notice, certifications or demands required to be give under this Agreement shall be in writing and shall be hand delivered or sent by certified mail or nationally recognized overnight deliver, to the addresses set forth in the Parties section of this Agreement, or as otherwise noticed in writing by the parties from time to time.

**SECTION XIII  
GOVERNING LAW AND LITIGATION**

18.1. **GOVERNING LAW.** The terms and provisions of this Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Colorado. In addition, the parties agree that the proper venue for any action regarding this Agreement shall be in Douglas County, Colorado.

18.2. **LITIGATION.** In the event of litigation regarding this Agreement, the prevailing party shall be entitled to recover its attorneys fees and costs in accordance with applicable rules of law.

**SECTION XIX  
FURTHER ASSURANCES**

19.1. **FURTHER ASSURANCES.** Each of the parties to this Agreement agree at any time and from time to time to execute such additional document as may reasonably be requested by another party in order to more fully carry out or effectuate the provisions of this Agreement.

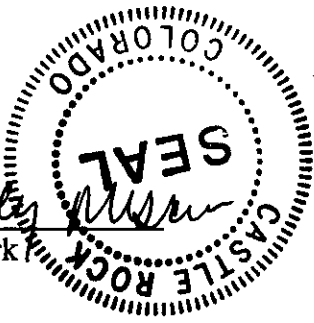
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

TOWN OF CASTLE ROCK

By: Sally Murr  
Town Clerk



By: Mark C. Williams  
Mayor

Approved as to form:

By: [Signature]  
Town Attorney

DEV-VIC LTD. LIABILITY CO., a  
Colorado limited liability  
company

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By: Jack A. Vickers III  
Manager

95 LTD. LIABILITY CO., a Colorado  
limited liability company

By: Jack A. Vickers III  
MANAGER

CONSENTED TO:

CORE ENVIRONMENTAL, INC., a  
Connecticut corporation

By: [Signature]  
President

ATTEST:

Megha Mone

SM  
SM  
[Signature]  
SM

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CORE/WHITNEY PARTNERSHIPS, L.L.C., a  
Colorado limited liability company

By: John A. Whitney  
Manager


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STATE OF COLORADO )  
 )  
COUNTY OF Douglas ) SS.

5 The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 1995, by mark C. Williams as Mayor and by Sally A. Misare as Town Clerk of the Town of Castle Rock.

WITNESS my official hand and seal.

My Commission expires: 9-16-95

  
Jennifer L. King  
Notary Public

STATE OF COLORADO )  
 )  
COUNTY OF Douglas ) SS.

UNOFFICIAL COPY  
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 1995, by JACK A. VICKERS as Manager of Dev-Vic Ltd. Liability Co., a Colorado limited liability company.

WITNESS my official hand and seal.

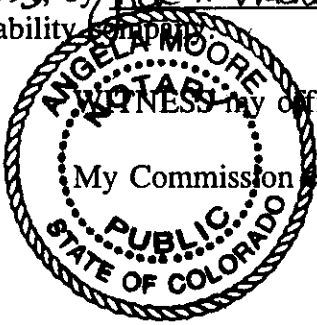
My Commission expires: 8-19-95



Angela Moore  
Notary Public 482 Happy Canyon Rd  
Castle Rock, Colo  
80104

STATE OF COLORADO )  
 )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 1995, by Joe A. Vicautas Manager of 95 LTD. LIABILITY CO., a Colorado limited liability company.



WITNESS my official hand and seal.  
My Commission expires: 8-19-95

Angela Moore  
Notary Public 482 Happy Canyon Rd  
Castle Rock, Colo  
80104

COMMONWEALTH OF MASSACHUSETTS )  
~~STATE OF COLORADO~~ )  
 )  
COUNTY OF Suffolk ) ss.

~~The foregoing instrument was acknowledged before me this 5 day of May, 1995, by Daniel Friedman as President of CORE ENVIRONMENTAL, INC., a Connecticut corporation.~~

~~WITNESS my official hand and seal.  
My Commission expires: 4-21-2000~~

~~Daniel Friedman  
Notary Public~~

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument ~~was~~ acknowledged before me this 12<sup>th</sup> day of July, 1995, by John A. Whitney as Manager of Core/Whitney Partnerships L.L.C., a Colorado limited liability company.

WITNESS My Hand and official Seal.  
My commission expires: 8-19-95

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Angela Moore  
Notary Public



EXHIBIT A

LEGAL DESCRIPTION - Amendment to the Castle Pines Commercial PD

PARCEL I

A parcel of land lying in the Southwest quarter of Section 22 and the Southeast quarter of Section 21 of Township 7 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest quarter of said Section 22, as monumented by a found number 8 rebar, and considering the South line of said Southwest quarter to bear North  $89^{\circ}06'54''$  West with all bearings contained herein relative thereto; thence along said South line, North  $89^{\circ}06'54''$  West a distance of 2668.14 feet to the Southwest corner of the Southwest quarter of said Section 22, as monumented by a found rebar with cap marked L.S. 6935; thence along the South line of the Southeast quarter of said Section 21, North  $89^{\circ}24'24''$  West a distance of 483.56 feet; thence departing said South line, North  $32^{\circ}43'04''$  East, a distance of 921.49 feet; thence North  $50^{\circ}45'10''$  East, a distance of 780.25 feet; thence North  $69^{\circ}47'45''$  East, a distance of 607.42 feet; thence North  $80^{\circ}24'48''$  East, a distance of 604.97 feet; thence North  $64^{\circ}25'51''$  East, a distance of 397.87 feet; thence North  $50^{\circ}08'45''$  East, a distance of 397.62 feet; thence South  $27^{\circ}44'59''$  East, a distance 474.52 feet to a point on the East line of the Southwest quarter of said Section 22; thence along said East line, South  $00^{\circ}05'29''$  West, a distance of 1632.28 feet to the POINT OF BEGINNING.

and

A portion of the Northeast quarter of the Northwest quarter of Section 27, Township 7 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being described as follows:

Beginning at the Northeast corner of said Northeast quarter and considering the Northerly line of said Northeast quarter to bear North  $89^{\circ}06'54''$  West, with all bearings contained herein relative thereto; thence Westerly along said Northerly line, North  $89^{\circ}06'54''$  West, 444.71 feet to the TRUE POINT OF BEGINNING of this description; thence departing said Northerly line, along a non-tangent curve to the right having a delta of  $27^{\circ}18'32''$ , a radius of 1869.09 feet, an arc of 903.73 feet, and a long chord bearing South  $68^{\circ}19'02''$  West, 895.20 feet; thence South  $81^{\circ}58'18''$  West, 62.47 feet to the Westerly line of said Northeast quarter; thence Northerly along said Westerly line, North  $00^{\circ}43'25''$  East, 353.24 feet to the Northwest corner of said Northeast quarter, thence

Easterly along the Northerly line of said Northeast quarter, South  $89^{\circ}06'54''$  East, 389.36 feet to the POINT OF BEGINNING of this description.

Excepting from the above, the following parcel:

A tract of land located in the Southwest quarter of Section 22, Township 7 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being described as follows:

Beginning at the Southeast corner of said Southwest quarter and considering the South line of said Southwest quarter to bear North  $89^{\circ}06'54''$  West with all bearings contained herein relative thereto; thence along said South line, North  $89^{\circ}06'54''$  West, 444.71 feet; thence departing said South line, along a non-tangent curve to the left having a delta of  $06^{\circ}15'04''$ , a radius of 1896.09 feet, an arc of 206.87 feet and a chord which bears North  $51^{\circ}32'14''$  East, 206.77 feet; thence along a compound curve to the left having a delta of  $11^{\circ}56'08''$ , a radius of 2020.00 feet, an arc of 420.80 feet and a chord which bears North  $42^{\circ}26'38''$  East, 420.04 feet to the East line of said Southwest quarter; thence along said East line, South  $00^{\circ}05'29''$  West 445.44 feet to the POINT OF BEGINNING of this description.

## PARCEL II UNOFFICIAL COPY

Beginning at the Southwest corner of the Southeast quarter of said Section 22, and considering the West line of said Southeast quarter to bear North  $00^{\circ}05'29''$  East with all bearings contained herein, relative thereto; thence Northerly along said Westerly line North  $00^{\circ}05'29''$  East 654.40 feet to the North right-of-way line of the Interstate 25 Frontage Road and the POINT OF BEGINNING of this description; thence continuing Northerly along said Westerly line North  $00^{\circ}05'29''$  East 974.14 feet to the Westerly right-of-way line of Interstate 25, thence Southeasterly along said line South  $27^{\circ}44'04''$  East 654.25 feet; thence departing said line South  $18^{\circ}47'30''$  West 56.87 feet; thence along a curve to the right having a delta of  $17^{\circ}41'05''$ , a radius of 2020.00 feet, an arc of 623.48 feet, and a long chord that bears South  $27^{\circ}38'02''$  West, 621.01 feet to the said West line of said Southeast quarter; thence along said West line North  $00^{\circ}05'29''$  East, 208.96 feet to the POINT OF BEGINNING of this description, excepting therefrom any portion of the Interstate 25 Frontage Road right-of-way.

## PARCEL A

TST Inc. of Denver (11-14-94)

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A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 27, Township 7 South, Range 67 West of the 6th Principal Meridian, more particularly described as follows:

Beginning at a point on the North line of said Northeast Quarter of the Southeast Quarter which is 549.4 feet West of the East Quarter corner of said Section 27; thence North  $87^{\circ}51'30''$  West along the North line of said Northeast Quarter of the Southeast Quarter a distance of 379.37 feet, more or less, to the Northeast corner of tract conveyed by Deed in Book 182 at Page 472; thence South  $0^{\circ}38'$  West along the East boundary of said tract as it is described by Deed in Book 182 at Page 472 and parallel with the West line of said Northeast Quarter of the Southeast Quarter a distance of 600.0 feet; thence South  $24^{\circ}49'$  East along the Easterly boundary of said tract as it is described by said Deed in Book 182 at Page 472 a distance of 802.33 feet to a point on the South line of said Northeast Quarter of the Southeast Quarter; thence South  $88^{\circ}47'$  East along the South line of said Northeast Quarter of the Southeast Quarter a distance of 588.7 feet to a point on the East line of said Section 27; thence North  $0^{\circ}28'$  East along the East line of said Section 27 a distance of 448.9 feet to a point on the Southwesterly right-of-way line of U.S. Highway No. I-25; thence North  $40^{\circ}24'30''$  West along the Southwesterly right-of-way line of U.S. Highway I-25 a distance of 651.7 feet; thence North  $17^{\circ}55'$  West along the Southwesterly right-of-way line of U.S. Highway No. I-25 a distance of 393.59 feet, more or less, to the POINT OF BEGINNING.

Except the South 50 feet and the East 50 feet of said Parcel heretofore conveyed in said Deed recorded in Book 182 at Page 472.

**PARCEL B**

A tract of land lying in the Northwest Quarter of the Southeast Quarter of Section 27, Township 7 South, Range 67 West of the 6th Principal Meridian, more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 27, being the true POINT OF BEGINNING; thence West 840.0 feet to the East right-of-way line of State Highway No. 85; thence North  $40^{\circ}30'$  West, 360.00 feet, more or less, along said right-of-way line; thence East 1096.68 feet to the East line of the Northwest Quarter of the Southeast Quarter of said Section 27; thence South 273.0 feet to the POINT OF BEGINNING;

Except the South 60 feet thereof conveyed in document recorded September 23, 1968 in Book 187 at Page 98.

**PARCEL C**

A portion of Sections 22, 27, and 28 of Township 7 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being described as follows:

Beginning at the Northwest corner of said Section 27, said corner being the true POINT OF BEGINNING of this description and considering the Northerly line of the Northwest Quarter of said Section 27 to bear South  $89^{\circ}10'01''$  East, with all bearings contained herein relative thereto; thence Easterly along said Northerly line South  $89^{\circ}10'01''$  East, 1334.62 feet to the Northeast corner of the West Half of the Northwest Quarter of said Section 27; thence Southerly along the Easterly line of said West Half South  $00^{\circ}43'25''$  West, 353.24 feet; thence departing said Easterly line North  $81^{\circ}58'18''$  East, 62.47 feet; thence along a curve to the left having a delta of  $33^{\circ}33'36''$ , a radius of 1896.09 feet, an arc of 1110.61 feet, and a long chord which bears North  $65^{\circ}11'30''$  East, 1094.80 feet; thence along a compound curve to the left having a delta of  $17^{\circ}01'35''$ , a radius of 2020.00 feet, an arc of 600.28 feet, and a long chord which bears North  $39^{\circ}53'54''$  East, 598.07 feet to the Southerly line of the I-25 frontage road; thence Easterly and Southeasterly along the Southerly and Westerly right-of-way line of said frontage road South  $89^{\circ}57'04''$  East, 223.04 feet; thence along a curve to the right having a delta of  $39^{\circ}26'54''$ , a radius of 256.60 feet, an arc of 176.67 feet, and a long chord which bears South  $70^{\circ}13'37''$  East, 173.20 feet; thence departing said curve on a non-tangent line which bears South  $27^{\circ}46'51''$  East, 2964.06 feet; thence South  $17^{\circ}55'33''$  East, 651.76 feet to the Southerly line of the Northeast Quarter of said Section 27; thence departing the Westerly right-of-way line of said frontage road Westerly along said Southerly line of the Northeast Quarter North  $88^{\circ}50'13''$  West, 776.31 feet; thence departing said Southerly line South  $00^{\circ}37'48''$  West, 1049.58 feet; thence North  $88^{\circ}56'47''$  West, 230.79 feet; thence North  $00^{\circ}46'08''$  East, 1057.89 feet; thence North  $89^{\circ}14'52''$  West, 800.48 feet; thence North  $00^{\circ}46'31''$  East, 1107.24 feet; thence North  $89^{\circ}13'29''$  West, 300.00 feet to the Easterly line of the West Half of said Section 27; thence Southerly along said Easterly line South  $00^{\circ}47'36''$  West, 1107.52 feet to the Center Quarter of said Section 27; thence continuing Southerly along said Easterly line South  $00^{\circ}48'36''$  West, 784.45 feet to the Northerly right-of-way line of Colorado State Highway No. 85; thence Northwesterly along said Northerly line of the following 6 courses and distances:

- 1) North  $40^{\circ}54'11''$  West, 1408.14 feet;

- 2) thence along a curve to the right having a delta of  $05^{\circ}49'00''$ , a radius of 2835.00 feet, an arc of 287.81 feet and a long chord which bears North  $37^{\circ}59'41''$  West, 287.69 feet;
- 3) thence North  $35^{\circ}05'11''$  West, 1341.90 feet;
- 4) thence along a curve to the left having a delta of  $27^{\circ}13'00''$ , a radius of 2322.00 feet, an arc of 1103.00 feet and a long chord which bears North  $48^{\circ}41'41''$  West, 1092.66 feet;
- 5) thence North  $62^{\circ}18'11''$  West, 828.86 feet;
- 6) thence along a curve to the left having a delta of  $00^{\circ}01'51''$ , a radius of 11490.00 feet, an arc of 6.16 feet, and a long chord which bears North  $62^{\circ}20'00''$  West, 6.16 feet to the Northerly line of the Northeast Quarter of said Section 28;

thence Easterly along said Northerly line South  $89^{\circ}19'16''$  East, 809.32 feet to the POINT OF BEGINNING of this description.

Together with that portion of the Southeast Quarter of Section 22, Township 7 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being described as follows:

Beginning at the Southwest corner of the Southeast Quarter of said Section 22 and considering the Westerly line of said Southeast Quarter to bear North  $00^{\circ}05'29''$  East with all bearings contained herein relative thereto; thence Northerly along said Westerly line North  $00^{\circ}05'29''$  East, 654.40 feet; thence departing said Westerly line South  $89^{\circ}57'04''$  East, 135.00 feet to the true POINT OF BEGINNING of this description; thence along a non-tangent curve to the left having a delta of  $10^{\circ}37'17''$ , a radius of 2020.00 feet, an arc of 374.46 feet, and a long chord which bears North  $24^{\circ}06'08''$  East, 373.93 feet; thence North  $18^{\circ}47'30''$  East, 56.87 feet to the Westerly right-of-way line of Interstate 25; thence Southerly along said Westerly right-of-way line South  $27^{\circ}44'04''$  East, 446.82 feet; thence departing said Westerly right-of-way line North  $89^{\circ}57'04''$  West, 378.96 feet, to the POINT OF BEGINNING of this description, County of Douglas, State of Colorado.

PARCEL D

TST Inc. of Deaver (11-14-94)

A-5

LEGAL181AMD771.004

9531414 - 07/14/95 14:15 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
 B1274 - P2036 - \$240.00 - 28/ 48

A portion of land lying in the East half of Section 27 of Township 7 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being described as follows:

Commencing at the East Quarter corner of said Section 27, as monumented by a found rebar with cap marked L.S. 6935, and considering the East line of the Northeast Quarter of said Section 27 to bear North  $00^{\circ}28'54''$  East to the Northeast corner of said Section 27, as monumented by a found iron rod, with all bearings contained herein relative thereto; thence Westerly along the South line of said Northeast Quarter North  $88^{\circ}49'59''$  West a distance of 2657.30 feet to the Center Quarter of said Section 27, as monumented by a found rebar with cap marked L.S. 6935, and the POINT OF BEGINNING; thence Northerly along the West line of said Northeast Quarter said West line being the East line of a tract of land described in Book 515 at Page 952, North  $00^{\circ}45'08''$  East a distance of 1107.36 feet to the Southerly line of a tract of land described in Book 516 at Page 770; thence the following 4 courses along that tract of land described in Book 516 at Page 770; South  $89^{\circ}13'36''$  East a distance of 300.00 feet; thence South  $00^{\circ}44'44''$  West a distance of 1107.22 feet to a found rebar; thence South  $89^{\circ}14'28''$  East a distance of 800.14 feet to a found rebar; thence South  $00^{\circ}44'57''$  West a distance of 1057.42 feet to a found rebar with cap marked L.S. 6935, said point lying on the North line of a tract described in Book 536 at Page 572; thence Westerly along said North line, North  $89^{\circ}03'15''$  West a distance of 860.59 feet to the Easterly right-of-way line of U.S. Highway No. 85, as monumented by a found rebar with cap marked L.S. 6935; thence Northerly along said Easterly right-of-way line North  $40^{\circ}55'41''$  West a distance of 361.67 feet to the West line of the Southeast Quarter of said Section 27, said West line being the East line of a tract of land described in Book 515 at Page 952; thence departing said Easterly right-of-way, and along said East line, North  $00^{\circ}47'06''$  East a distance of 784.45 feet to the POINT OF BEGINNING; excepting therefrom any portion of the above described parcel which may lie within a tract of land conveyed by a Deed recorded on January 30, 1959 in Book 127 at Page 91 of the Douglas County Clerk and Recorder's office.

#### PARCEL E

Three parcels of land being a portion of the South half of Section 27, Township 7 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

#### PARCEL 1:

A portion of the Northeast Quarter of the Southeast Quarter of Section 27, Township 7 South, range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 27, and considering the East line of said Northeast Quarter to bear North  $00^{\circ}31'04''$  East, with all bearings contained herein relative thereto; thence Westerly along the South line of said Northeast Quarter North  $88^{\circ}56'18''$  West, 100.00 feet to the true POINT OF BEGINNING of this description; thence continuing Westerly along said South line North  $88^{\circ}56'18''$  West, 486.79 feet to the Southeast corner of Parcel 2 described herein; thence departing said South line along the Easterly line of said parcel 2 North  $24^{\circ}58'54''$  West, 55.65 feet to a line that lies 50.00 feet Northerly of and parallel with the South line of said Northeast Quarter; thence Easterly along said parallel line South  $88^{\circ}56'18''$  East, 560.74 feet to a point that lies 50.00 feet North of and 50.00 feet West of the Southeast corner of said Northeast Quarter; thence South  $45^{\circ}47'14''$  West, 70.36 feet to the true POINT OF BEGINNING of this description.

PARCEL 2:

UNOFFICIAL COPY  
A portion of the Northeast Quarter of the Southeast Quarter of Section 27, Township 7 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 27, and considering the East line of said Northeast Quarter of the Southeast Quarter to bear North  $00^{\circ}31'04''$  East with all bearings contained herein relative thereto; thence Westerly along the South line of said Northeast Quarter North  $88^{\circ}56'18''$  West, 586.79 feet to the true POINT OF BEGINNING of this description; thence continuing Westerly along said South line North  $88^{\circ}56'18''$  West, 744.94 feet to the Southwest corner of said Northeast Quarter; thence Northerly along the West line of said Northeast Quarter North  $00^{\circ}39'04''$  East, 1317.15 feet to the Northwest corner of said Northeast Quarter; thence Easterly along the North line of said Northeast Quarter, South  $88^{\circ}49'53''$  East, 400.02 feet; thence departing said North line Southerly along a line 400.00 feet Easterly of and parallel with the West line of said Northeast Quarter South  $00^{\circ}39'04''$  West, 600.02 feet; thence South  $24^{\circ}58'54''$  East, 797.31 feet to the true POINT OF BEGINNING of this description.

PARCEL 3:

A portion of the Northwest Quarter of the Southeast Quarter of Section 27, Township 7 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 27, and considering the East line of said Northeast Quarter of the Southeast Quarter to bear North 00°31'04" East with all bearings contained herein relative thereto; thence Westerly along the South line of said Northeast Quarter North 88°56'18" West, 1331.73 feet to the Southeast corner of said Northeast Quarter and the true POINT OF BEGINNING of this description; thence Westerly along the South line of the Northwest Quarter of the Southeast Quarter of said Section 27, North 88°56'18" West, 853.43 feet to the Easterly right-of-way line of Colorado State Highway No. 85; thence Northerly along said Easterly right-of-way line North 40°54'11" West, 80.69 feet to a line 60.00 feet Northerly of and parallel with the South line of said Northwest Quarter; thence departing said right-of-way line along said parallel line, South 88°56'18" East 906.96 feet to the West line of the Northeast Quarter of the Southeast Quarter of said Section 27; thence Southerly along said West line South 00°39'04" West, 60.00 feet to the true POINT OF BEGINNING of this description.

UNOFFICIAL COPY  
Excepting from the above parcels, those portions described in the following three documents:

- 1) Warranty Deed recorded February 11, 1986 in Book 623 at Page 787.
- 2) Warranty Deed recorded April 1, 1986 in Book 632 at Page 679.
- 3) All of Castle Rock Factory Shops, according to the recorded plat thereof, recorded at Reception No. 9213910, Town of Castle Rock, Douglas County, Colorado.

Also excluding from the above descriptions the following three parcels located outside the Town limits of Castle Rock:

Parcel 1:

A portion of the Northeast quarter of Section 28, Township 7 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, being described as follows:

Commencing at the Northeast corner of said Section 28 and considering the North line of said Northeast quarter to bear North 89°19'16" West with all

bearings contained herein, relative thereto; thence along said North line North  $89^{\circ}19'16''$  West, 597.93 feet to the North line of the Annexation of the Castle Pines Commercial P.U.D. to the Town of Castle Rock, according to the recorded plat thereof, and the POINT OF BEGINNING of this description; thence along said North line of the Annexation, South  $27^{\circ}41'49''$  West, 96.02 feet to the East right-of-way line of State Highway 85; thence along said right-of-way line the following courses: North  $62^{\circ}18'11''$  West, 182.16 feet; thence along a curve to the left having a delta of  $00^{\circ}01'51''$ , a radius of 11,490.00 feet and an arc of 6.18 feet to the North line of said Northeast quarter; thence along said North line, South  $89^{\circ}19'16''$  East, 211.39 feet to the POINT OF BEGINNING of this description.

**Parcel 2:**

A portion of the Southwest quarter of Section 22, Township 7 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, being described as follows:

Commencing at the South quarter corner of said Section 22 and considering the East line of said Southwest quarter to bear North  $00^{\circ}05'29''$  East with all bearings contained herein, relative thereto; thence along said East line, North  $00^{\circ}05'29''$  East, 1632.28 feet to the Westerly right-of-way line of Interstate 25; thence along said right-of-way line North  $27^{\circ}44'59''$  West, 474.52 feet; thence departing said right-of-way line South  $50^{\circ}08'45''$  West, 244.67 feet to the North line of the Annexation of the Castle Pines Commercial P.U.D. to the Town of Castle Rock, according to the recorded plat thereof and the POINT OF BEGINNING of this description; thence along said North line the following courses: South  $04^{\circ}55'09''$  West, 9.60 feet; thence South  $42^{\circ}03'24''$  West, 186.21 feet; thence South  $85^{\circ}32'06''$  West, 115.02 feet; thence departing said, North line North  $64^{\circ}25'51''$  East, 136.14 feet; thence North  $50^{\circ}08'45''$  East, 152.95 feet to the POINT OF BEGINNING of this description.

**Parcel 3:**

A portion of the Interstate 25 frontage road right-of-way, located in the Southeast quarter of Section 22, Township 7 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, being described as follows:

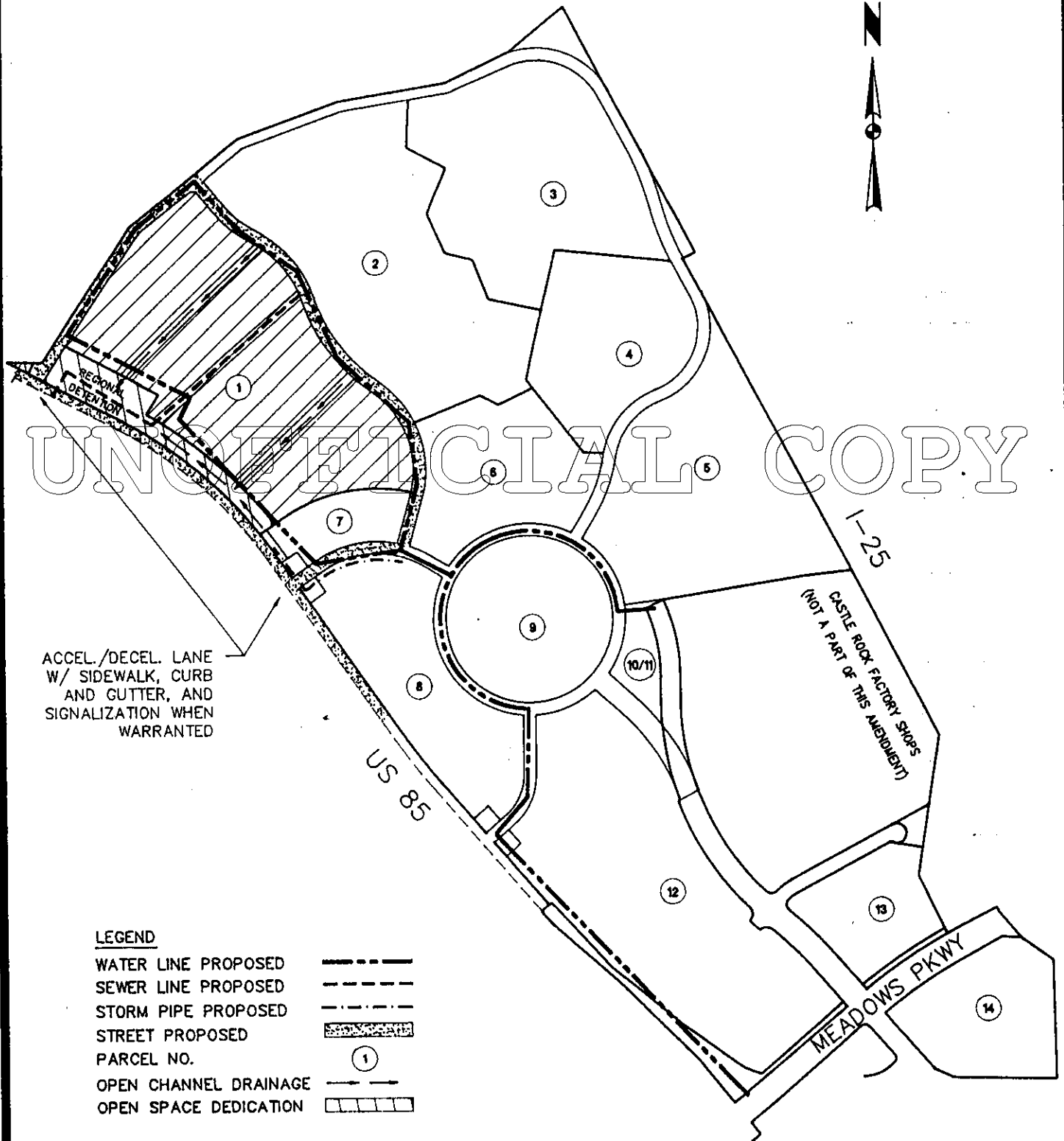
Commencing at the South quarter corner of said Section 22 and considering the South line of said Southeast quarter to bear South  $89^{\circ}09'34''$  East with all bearings contained herein, relative thereto; thence along the West line of said Southeast quarter, North  $00^{\circ}05'29''$  East, 594.40 feet to the Westerly line of

said road right-of-way and the POINT OF BEGINNING of this description; thence along said Westerly line North  $00^{\circ}05'29''$  East, 60.00 feet to the North line of said road right-of-way line; thence along said North right-of-way line South  $89^{\circ}57'04''$  East, 513.96 feet; thence departing said North right-of-way line, South  $62^{\circ}12'40''$  West, 80.08 feet; thence South  $27^{\circ}47'20''$  East, 91.67 feet to the Southerly right-of-way line of said road right-of-way; thence along said Southerly right-of-way line along a non-tangent curve to the left having a delta of  $39^{\circ}26'54''$ , a radius of 256.60 feet, an arc of 176.67 feet and a chord which bears North  $70^{\circ}13'37''$  West, 173.20 feet; thence North  $89^{\circ}57'04''$  West, 322.96 feet to the POINT OF BEGINNING of this description.

UNOFFICIAL COPY

**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 1**

EXHIBIT C  
NOV. 7, 1994  
REVISED:  
FEB. 24, 1995



**LEGEND**

WATER LINE PROPOSED	----
SEWER LINE PROPOSED	----
STORM PIPE PROPOSED	----
STREET PROPOSED	----
PARCEL NO.	①
OPEN CHANNEL DRAINAGE	----
OPEN SPACE DEDICATION	▭▭▭▭

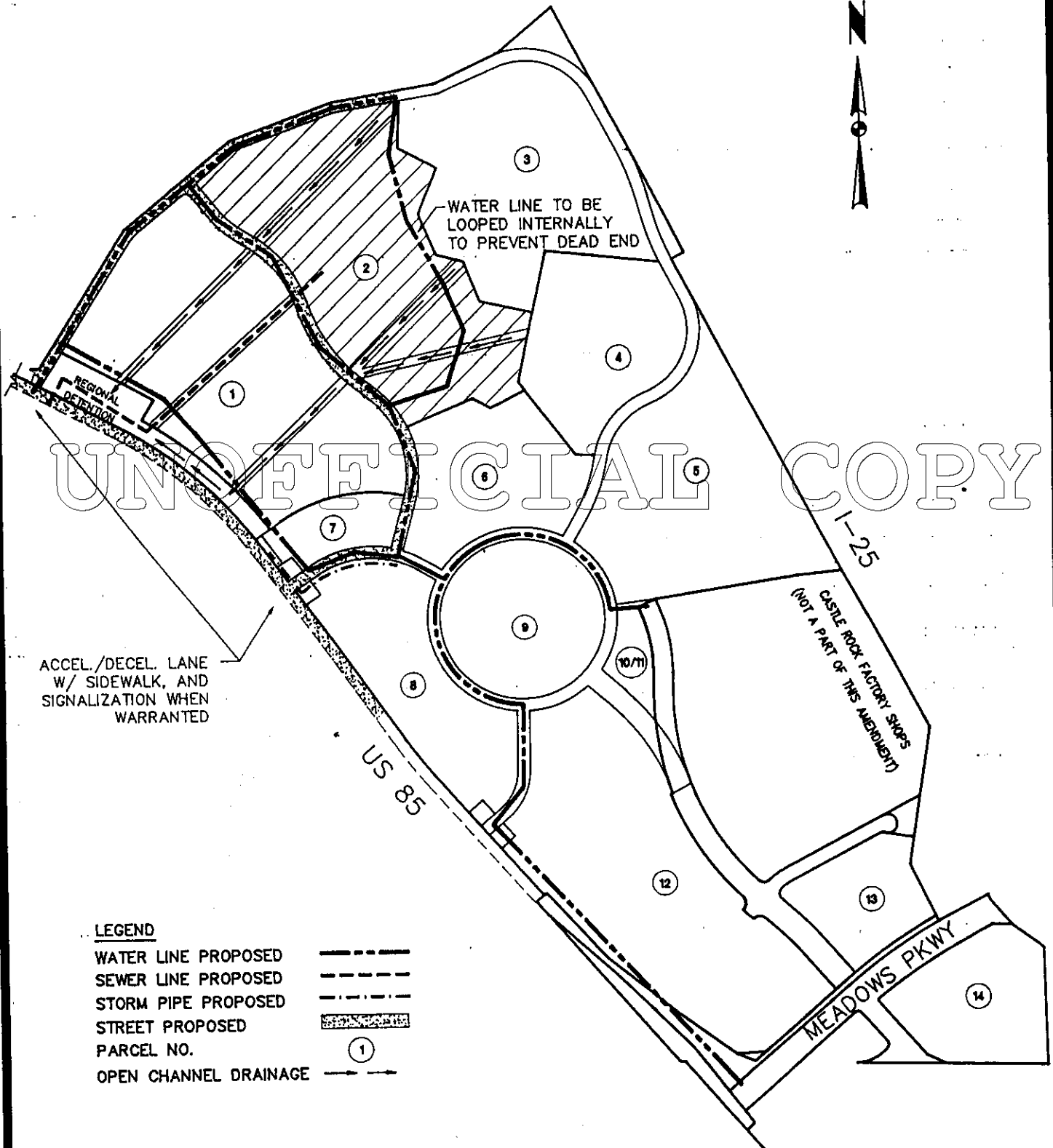
- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



# CASTLE PINES COMMERCIAL PD FACILITIES PHASING PARCEL 2

EXHIBIT C  
NOV. 7, 1994

REVISED:  
MAR. 9, 1995



**LEGEND**

- WATER LINE PROPOSED
- SEWER LINE PROPOSED
- STORM PIPE PROPOSED
- STREET PROPOSED
- PARCEL NO. 1
- OPEN CHANNEL DRAINAGE →

- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.

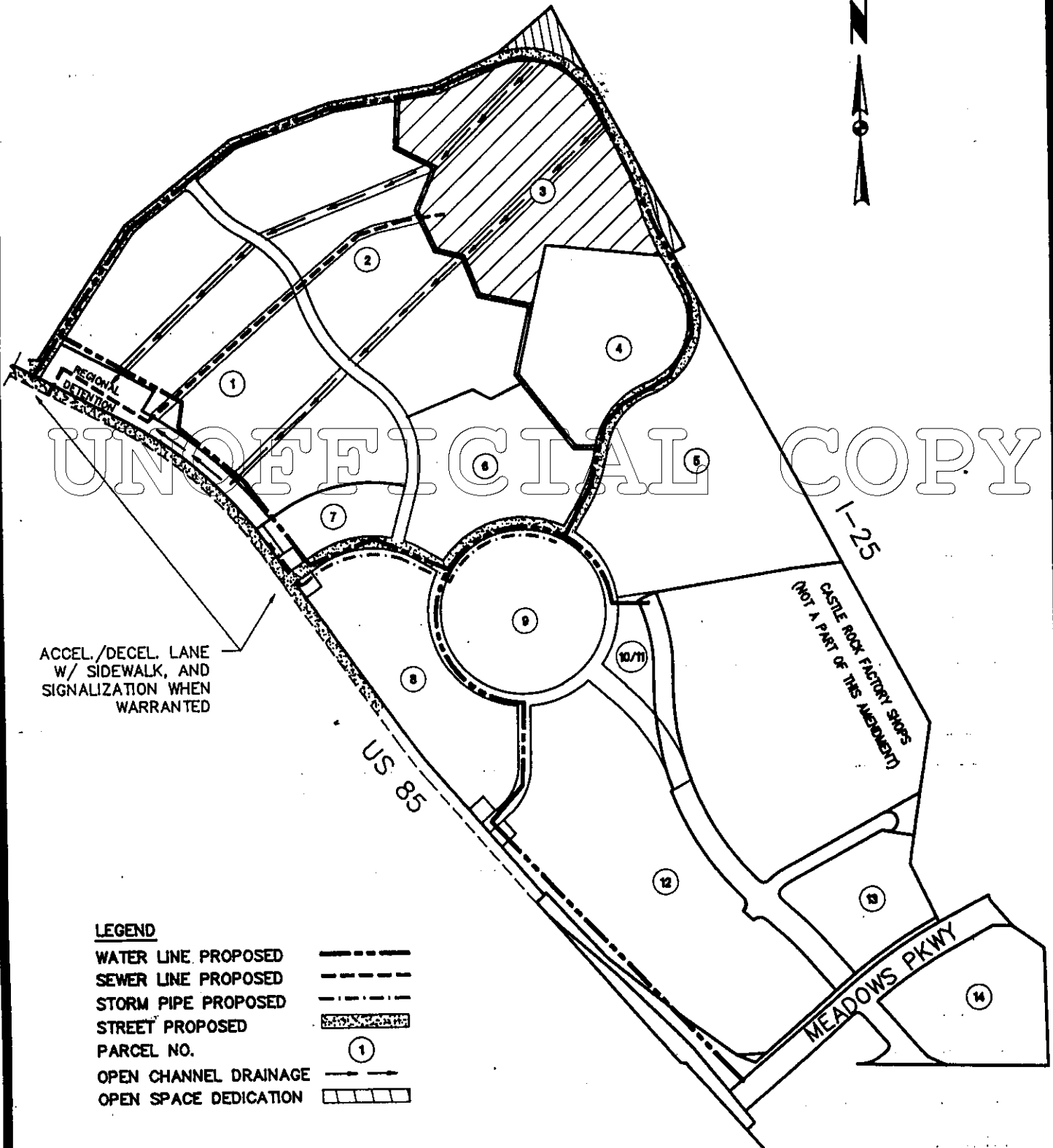


**TST INC. OF DENVER**  
Consulting Engineers

**PAGE C-2**  
40-771-004

**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 3**

EXHIBIT C  
NOV. 7, 1994  
REVISED:  
NOV. 30, 1994



**LEGEND**

WATER LINE PROPOSED	---
SEWER LINE PROPOSED	---
STORM PIPE PROPOSED	---
STREET PROPOSED	▨
PARCEL NO.	①
OPEN CHANNEL DRAINAGE	→
OPEN SPACE DEDICATION	▤

- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



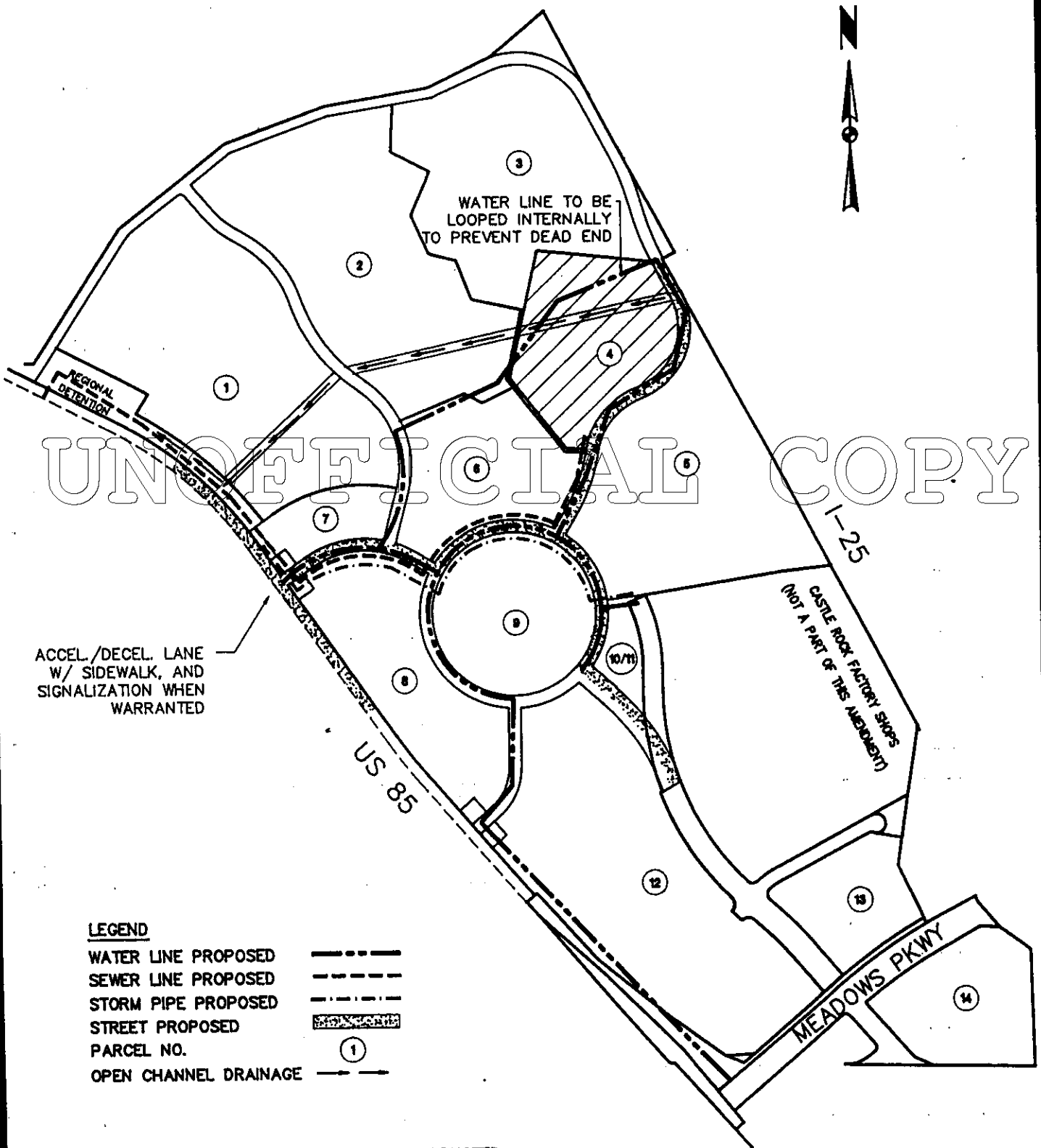
**TST INC. OF DENVER**  
Consulting Engineers

**PAGE C-3**  
10-771-004

**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 4**

EXHIBIT C  
NOV. 7, 1994

REVISED:  
NOV. 30, 1994



ACCEL./DECEL. LANE  
W/ SIDEWALK, AND  
SIGNALIZATION WHEN  
WARRANTED

**LEGEND**

- WATER LINE PROPOSED      - - - - -
- SEWER LINE PROPOSED      - - - - -
- STORM PIPE PROPOSED      - - - - -
- STREET PROPOSED          [Hatched Box]
- PARCEL NO.                      ①
- OPEN CHANNEL DRAINAGE      - - - - -

- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.

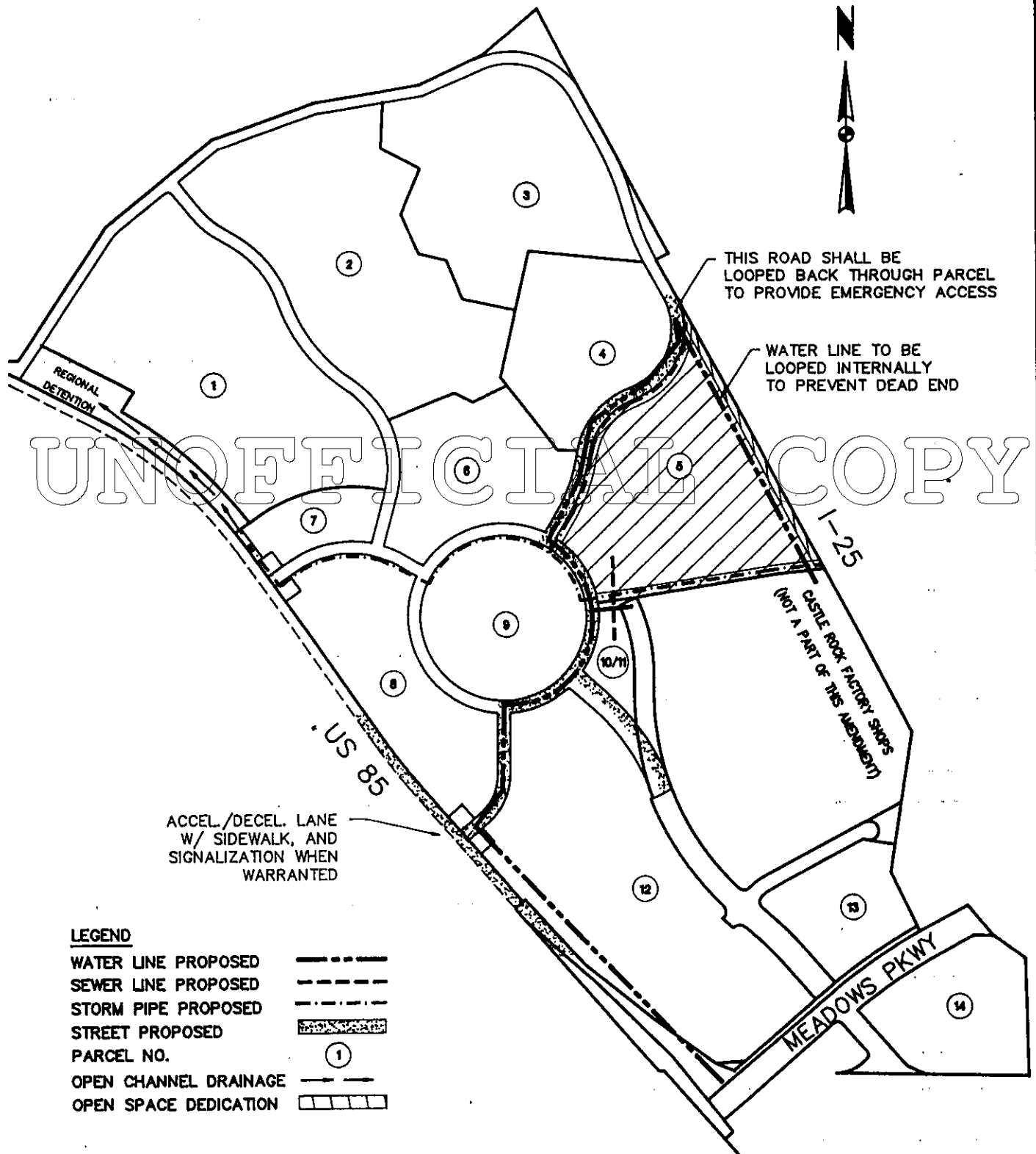


**TST INC. OF DENVER**  
Consulting Engineers

**PAGE C-4**  
40-771-004

**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 5**

EXHIBIT C  
NOV. 7, 1994  
REVISED:  
NOV. 30, 1994



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**LEGEND**

- WATER LINE PROPOSED
- SEWER LINE PROPOSED
- STORM PIPE PROPOSED
- STREET PROPOSED
- PARCEL NO.
- OPEN CHANNEL DRAINAGE
- OPEN SPACE DEDICATION

- \* STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- \* ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- \* ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



**TST INC. OF DENVER**  
Consulting Engineers

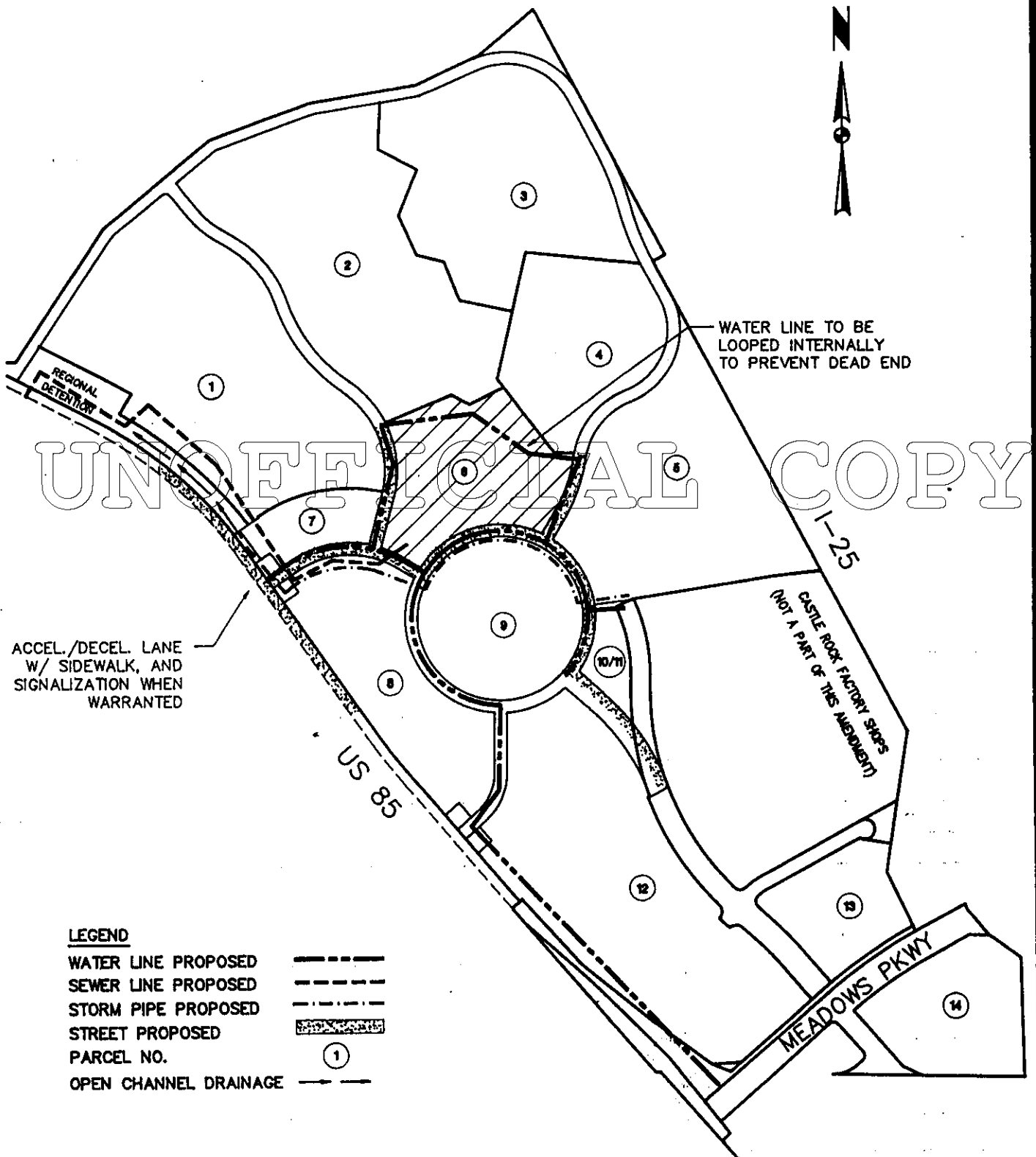
PAGE C-5

10-771-004

# CASTLE PINES COMMERCIAL PD FACILITIES PHASING PARCEL 6

EXHIBIT C  
NOV. 7, 1994

REVISED:  
NOV. 30, 1994



ACCEL./DECEL. LANE  
W/ SIDEWALK, AND  
SIGNALIZATION WHEN  
WARRANTED

WATER LINE TO BE  
LOOPED INTERNALLY  
TO PREVENT DEAD END

**LEGEND**

- WATER LINE PROPOSED
- SEWER LINE PROPOSED
- STORM PIPE PROPOSED
- STREET PROPOSED
- PARCEL NO. 1
- OPEN CHANNEL DRAINAGE

- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



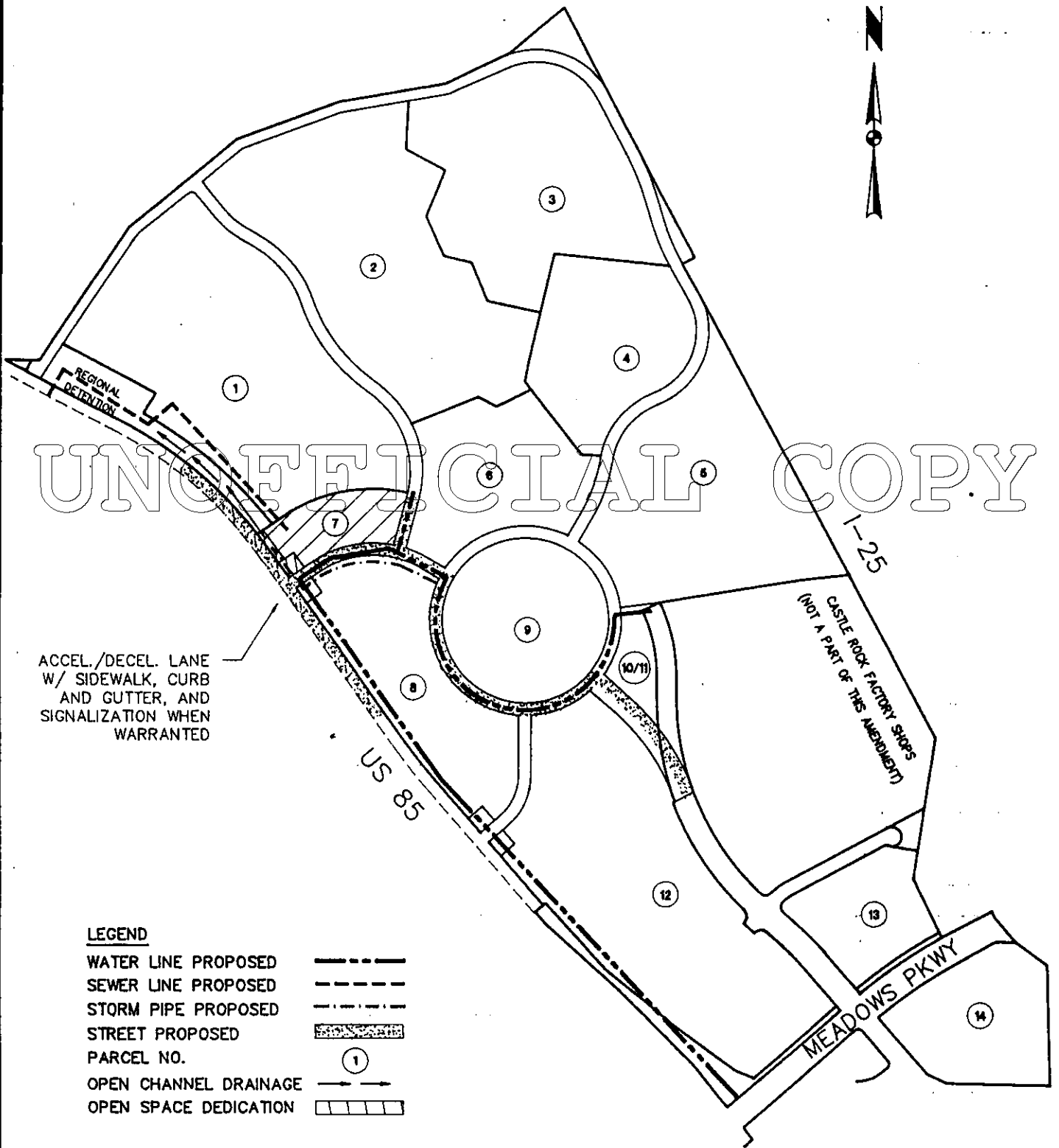
**TST INC. OF DENVER**  
Consulting Engineers

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**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 7**

EXHIBIT C  
NOV. 7, 1994

REVISED:  
FEB. 24, 1995



**LEGEND**

WATER LINE PROPOSED	----
SEWER LINE PROPOSED	----
STORM PIPE PROPOSED	----
STREET PROPOSED	▨▨▨▨
PARCEL NO.	①
OPEN CHANNEL DRAINAGE	→ →
OPEN SPACE DEDICATION	▭▭▭▭

- \* STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- \* ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- \* ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



**TST INC. OF DENVER**  
Consulting Engineers

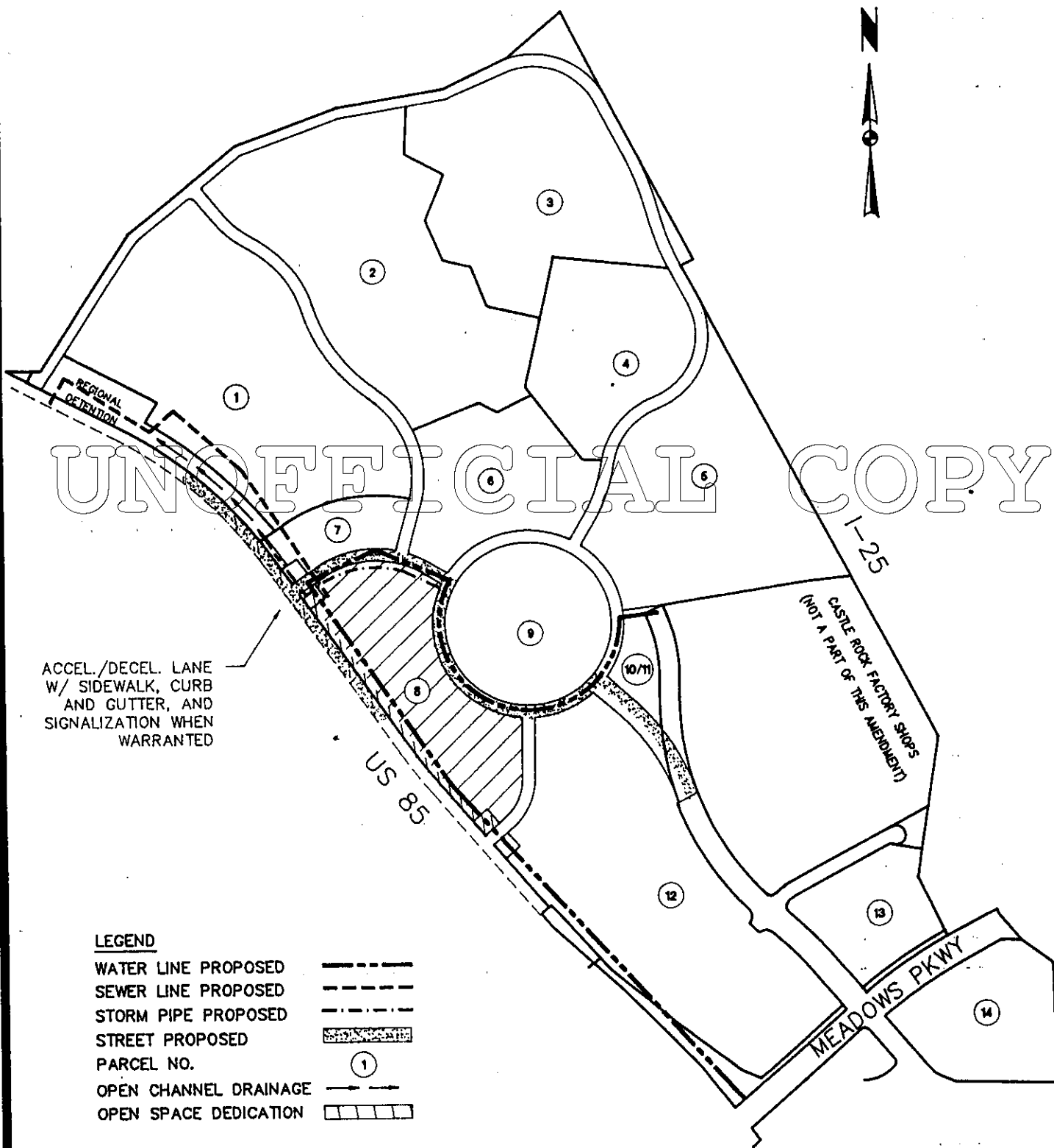
PAGE C-7

71-004

**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 8**

EXHIBIT C  
NOV. 7, 1994

REVISED:  
FEB. 24, 1995



**LEGEND**

WATER LINE PROPOSED	----
SEWER LINE PROPOSED	----
STORM PIPE PROPOSED	----
STREET PROPOSED	▨▨▨▨
PARCEL NO.	①
OPEN CHANNEL DRAINAGE	→
OPEN SPACE DEDICATION	▨▨▨▨

- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



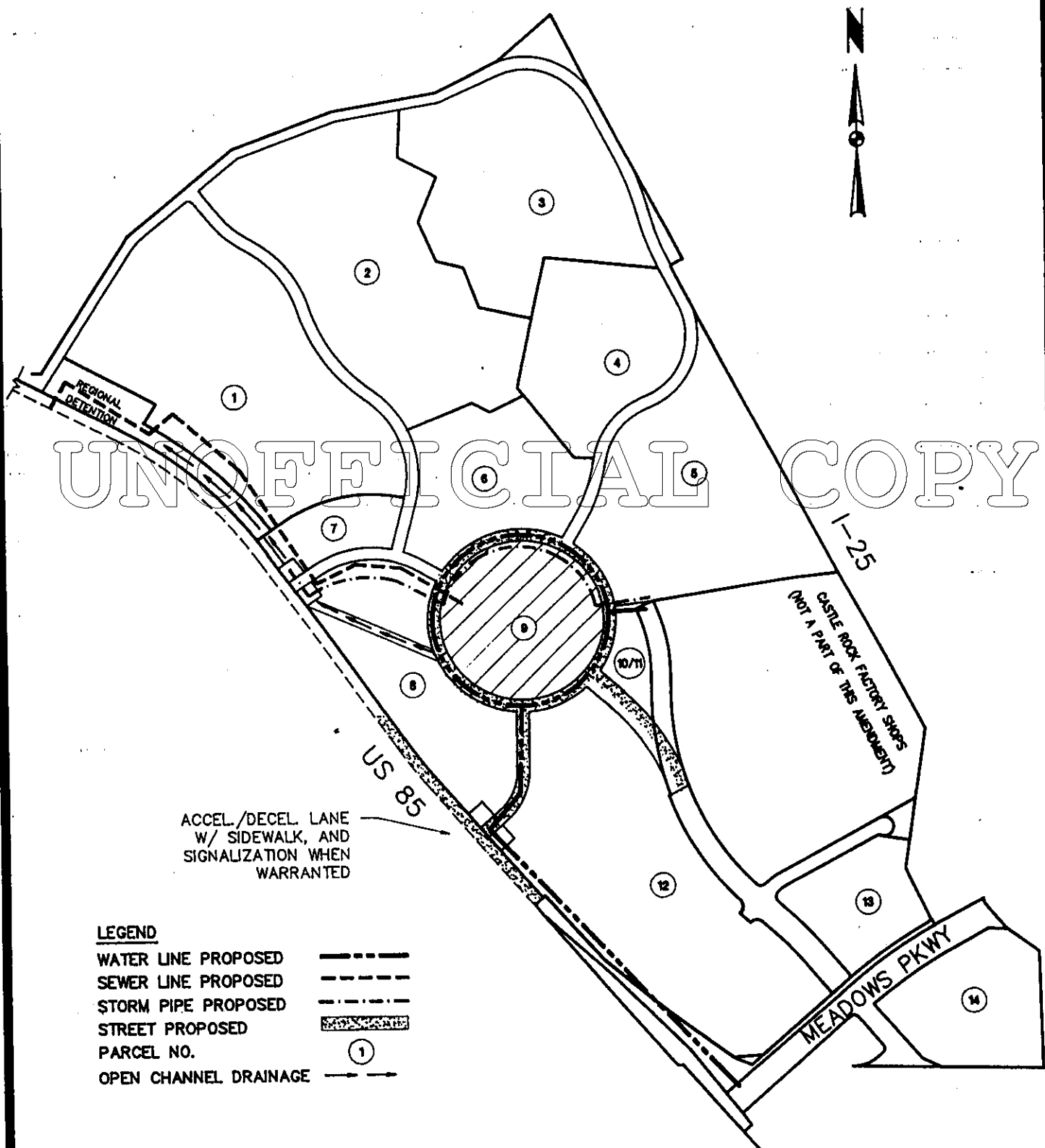
TST INC. OF DENVER  
Consulting Engineers

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**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 9**

EXHIBIT C  
NOV. 7, 1994

REVISED:  
NOV. 30, 1994



UNOFFICIAL COPY

ACCEL./DECEL LANE  
W/ SIDEWALK, AND  
SIGNALIZATION WHEN  
WARRANTED

**LEGEND**

- WATER LINE PROPOSED      - - - - -
- SEWER LINE PROPOSED      - - - - -
- STORM PIPE PROPOSED      - · - · - ·
- STREET PROPOSED          [Hatched Box]
- PARCEL NO.                    (1)
- OPEN CHANNEL DRAINAGE    - - - - -

- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



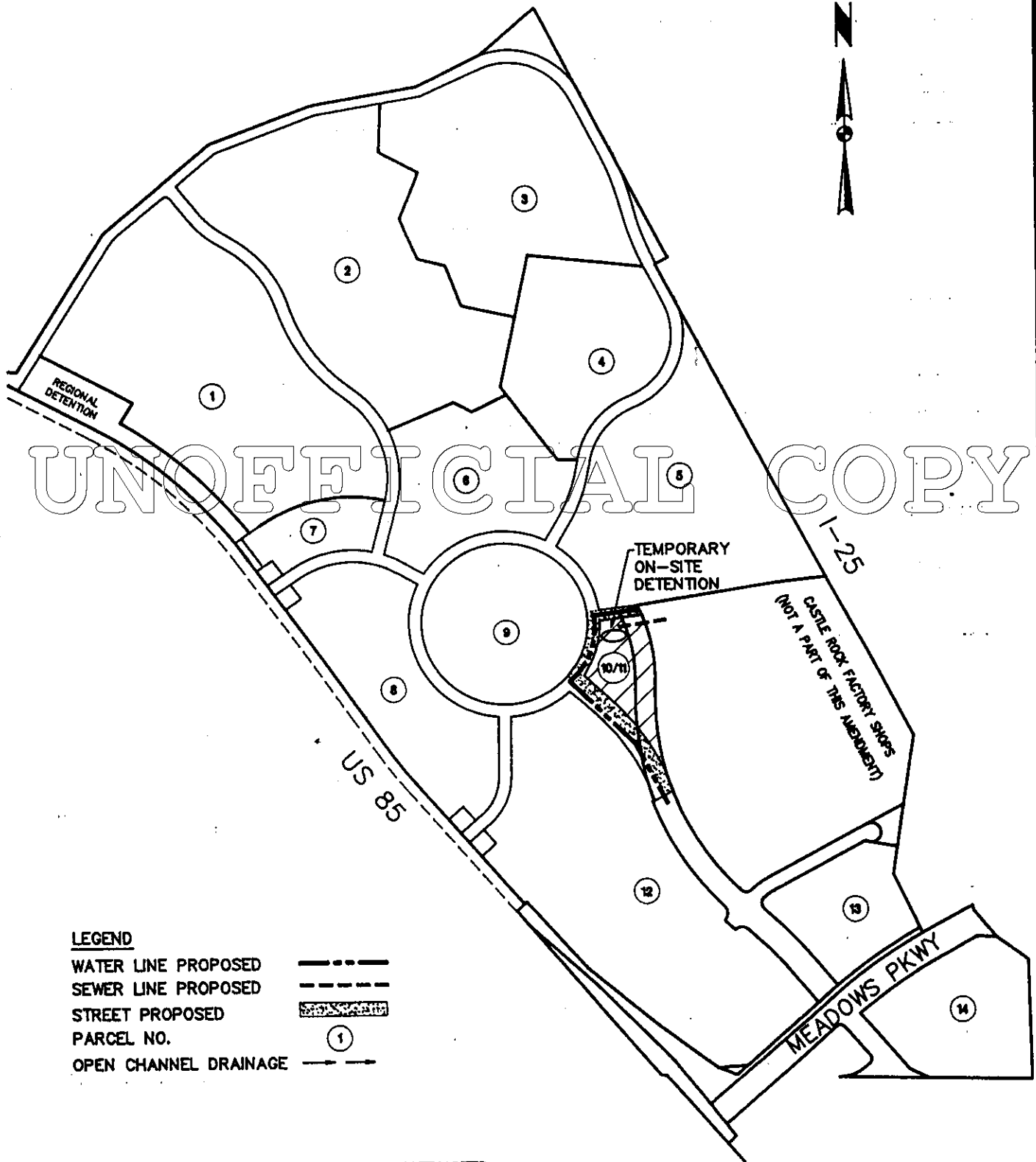
**TST INC. OF DENVER**  
Consulting Engineers

**PAGE C-9**  
-004

**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 10/11**

EXHIBIT C  
NOV. 7, 1994

REVISED:  
NOV. 30, 1994



**LEGEND**

- WATER LINE PROPOSED
- SEWER LINE PROPOSED
- STREET PROPOSED
- PARCEL NO.
- OPEN CHANNEL DRAINAGE

- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



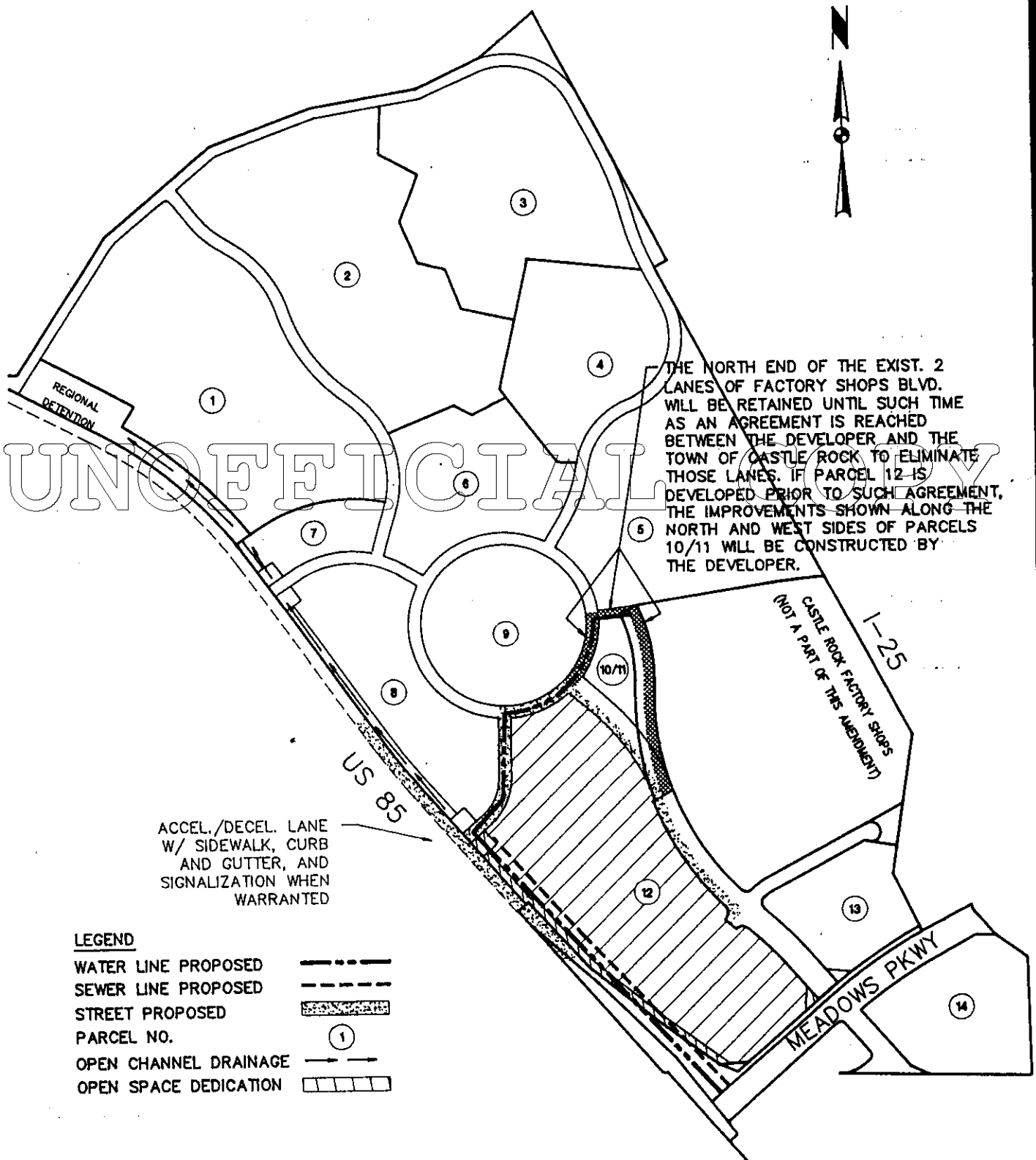
**TST INC. OF DENVER**  
Consulting Engineers

**PAGE C-10**  
40-774-204

**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 12**

EXHIBIT C  
NOV. 7, 1994

REVISED:  
MAR. 9, 1995



- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.
- EXHIBIT "D" DEFINES ADDITIONAL REQUIRED IMPROVEMENTS FOR THIS PARCEL.



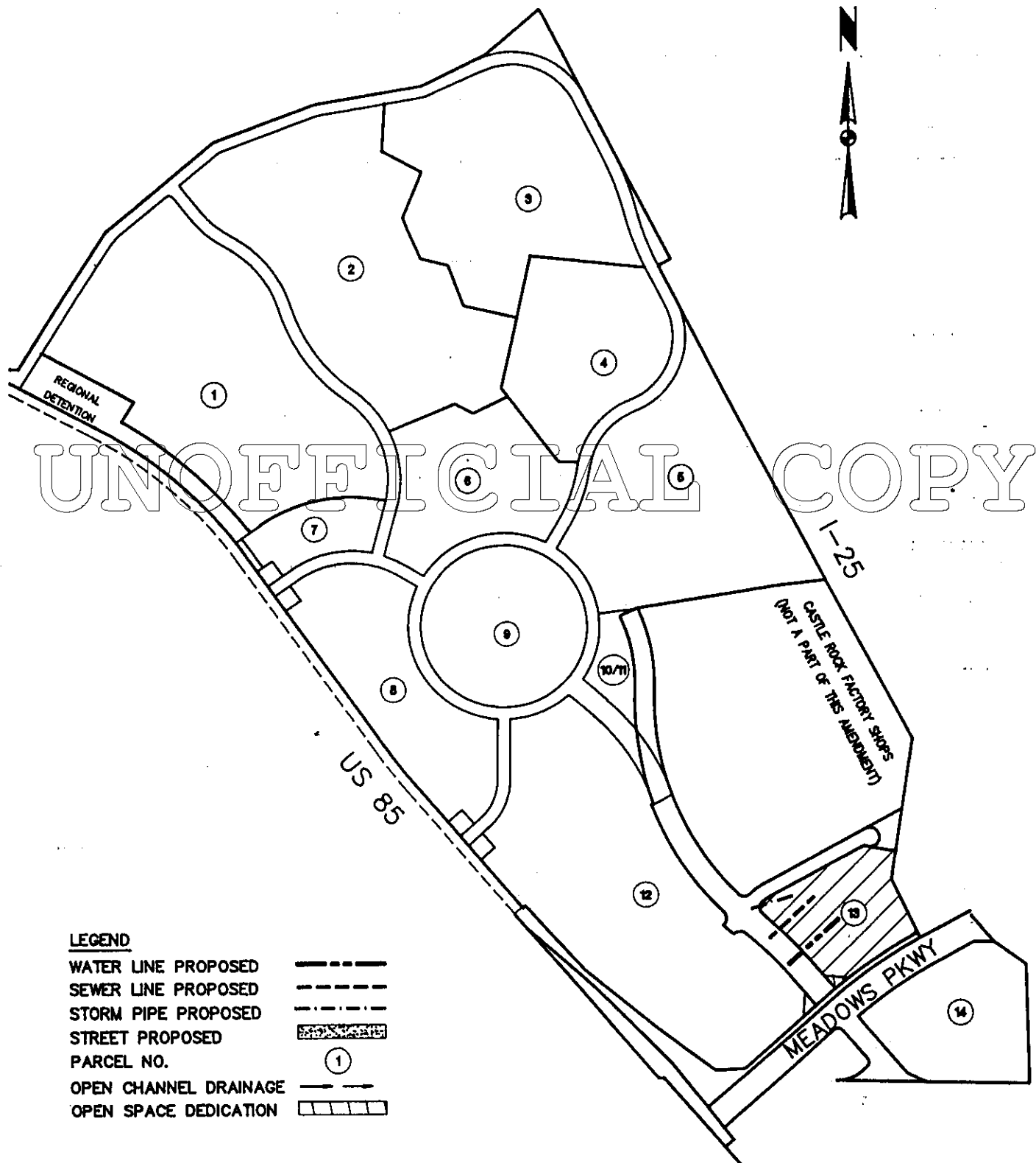
**TST INC. OF DENVER**  
Consulting Engineers

PAGE C-11  
771-004

**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 13**

EXHIBIT C  
NOV. 7, 1994

REVISED:  
NOV. 30, 1994



**LEGEND**

- WATER LINE PROPOSED
- SEWER LINE PROPOSED
- STORM PIPE PROPOSED
- STREET PROPOSED
- PARCEL NO.
- OPEN CHANNEL DRAINAGE
- OPEN SPACE DEDICATION

- \* STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- \* ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- \* ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



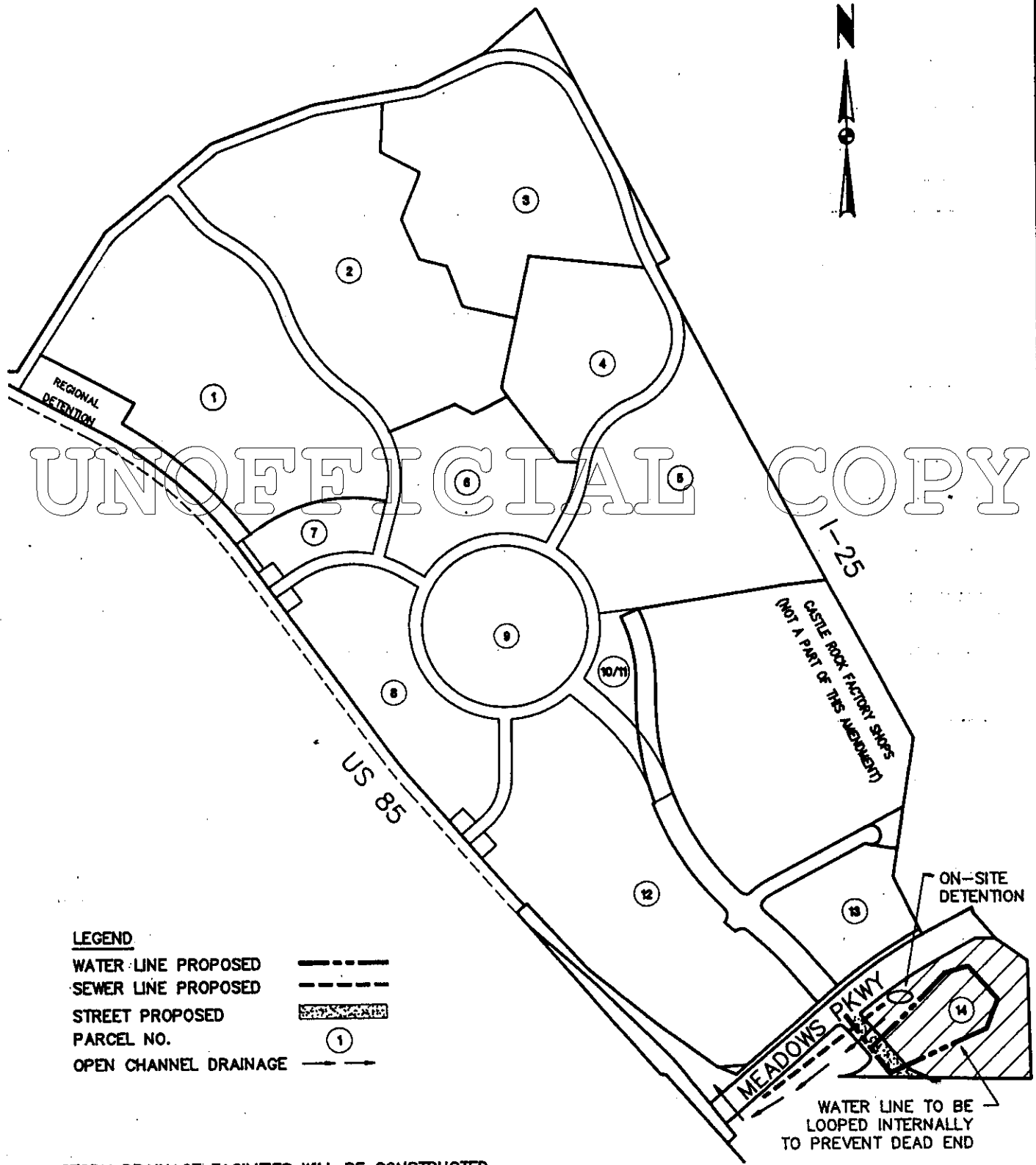
**TST INC. OF DENVER**  
Consulting Engineers

PAGE C-12

-004

**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 14**

EXHIBIT C  
NOV. 7, 1994  
REVISED:  
NOV. 30, 1994



**LEGEND**

- WATER LINE PROPOSED
- SEWER LINE PROPOSED
- STREET PROPOSED
- PARCEL NO.
- OPEN CHANNEL DRAINAGE

- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.



**TST INC. OF DENVER**  
Consulting Engineers

PAGE C-13

EXHIBIT D TO THE  
DEVELOPMENT AGREEMENT:

MEADOWS PARKWAY ADDITIONAL REQUIREMENTS

Improvement	Rationale
<p>1. Provide westbound to northbound right turn lane on Meadows Parkway at Factory Shops Boulevard. Extend easterly for approximately 200 feet full width plus approximately 180 feet of taper. Provide free flow radius at corner.</p>	<p>Right turn volumes are projected to increase by 423 vehicles in the peak hour.</p> <p>Provide additional storage to dissipate queue which develops on Meadows Parkway.</p>
<p>2. Widen southbound Factory Shops Boulevard to three lanes. Provide dual left turn lanes and a shared through/right turn lane.</p>	<p>Allows free-right turn movements out of commercial area.</p> <p>Improves efficiency and capacity of left turn movements which are projected to increase by 423 vehicles in the peak hour.</p> <p>Reduces length of queue on Factory Shops Boulevard.</p>
<p>3. Provide internal connection between US 85 access and Factory Shops Boulevard.</p>	<p>Provides secondary access for the entire retail center which reduces demands at Meadows Parkway/ Factory Shops Boulevard.</p> <p>Provides routing alternative for peak demand conditions over and above the DHV.</p>
<p>* Add solid white striping between westbound lanes of Meadows Parkway for approximately 300 feet west of existing island at I-25 southbound exit ramp. Install "lane addition" sign on southbound I-25 exit ramp before turn to Meadows Parkway.</p>	<p>Enhances right turn free flow to help dissipate queues which develop on southbound exit ramp over and above the DHV.</p>

12/19/94



(7) 16.5  
38

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT  
(Castle Pines Commercial)**

DC9560844

**DATE:** December 19, 1995

**PARTIES:** **TOWN OF CASTLE ROCK ("Town")**, a home rule municipal corporation, 680 N. Wilcox Street, Castle Rock, Colorado 80104.

**DEV-VIC LTD. LIABILITY CO.**, a Colorado limited liability company, 482 Happy Canyon Road, Castle Rock, Colorado 80104 and **95 LTD. LIABILITY CO.**, a Colorado limited liability company, 42 Inverness Drive East, Suite 100, Englewood, Colorado 80112, (collectively "Developer").

**RECITALS:**

A. Whereas, Town and Developer are parties to a Development Agreement (Castle Pines Commercial) dated December 2, 1994, recorded on July 14, 1995 at Reception No. 9531414 in Book 1274 at Page 2009 of the public records of Douglas County, Colorado referred to herein as the "Development Agreement".

**UNOFFICIAL COPY**

B. Whereas, the parties need to modify the Development Agreement to revise the timing of construction of certain of the Public Improvements required to service Parcel 1.

**COVENANTS:**

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Amendment.** Upon the earlier of (a) final approval of the second final subdivision plat within Parcel 1 (the Castle Pines Commercial, Filing 2 plat being the first final subdivision plat within Parcel 1), or (b) any final plat approval within any portion of Parcels 2, 3, 4, 6, 7 or 8, the respective subdivider will be required to undertake responsibility for the construction of that portion of Castlegate Drive West from Castlegate Drive North to State Highway 85 and the associated improvements to State Highway 85, as required by Exhibit C of the Development Agreement. The second and final phase of the stormwater detention pond shall be constructed when the aggregate stormwater flows projected from all authorized development on the Property meets or exceeds 80% of the capacity developed with the first phase of the detention pond.

**Section 2. Scope** This Amendment shall supersede any conflicting provisions in the Development Agreement. This Amendment shall not defer the construction of any of the Public Improvements otherwise required under Exhibit C.

12284

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

Sally A. Misare, Town Clerk

TOWN OF CASTLE ROCK

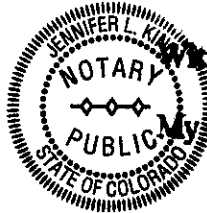
Mark C. Williams, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

STATE OF COLORADO )  
COUNTY OF ) UNOFFICIAL COPY

The foregoing instrument was acknowledge before me this 19 day of December 1995, by Sally A. Misare as Town Clerk and Mark C. Williams as Mayor of the Town of Castle Rock.



Witness my official hand and seal.

My commission expires:

MY COMMISSION EXPIRES  
SEPTEMBER 21, 1996

Jennifer L. King  
Notary Public

ATTEST

DEV-VIC LTD. LIABILITY CO., a  
Colorado limited liability company

By: Jack A. Vickers III  
MANAGER

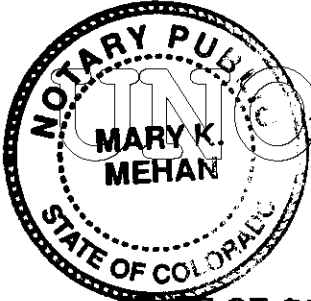
ATTEST:

95 LTD. LIABILITY CO., a  
Colorado limited liability  
company

By: JACK A VICKERS III  
MANAGER

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledge before me this 19<sup>th</sup> day of December  
1995, by Jack A Vickers III as Manager for Dev-Vic Ltd. Liability  
Co., a Colorado limited liability company.



Witness my official hand and seal.

My commission expires:  
My Commission Expires Nov. 15, 1998  
410 17th Street, 22nd Floor  
Denver, Colorado 80202

Mary K Mehan  
Notary Public

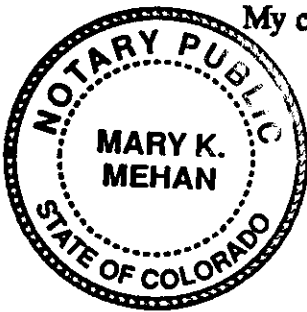
OFFICIAL COPY

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledge before me this 19<sup>th</sup> day of December  
1995, by Jack A Vickers III as Manager for 95 LTD LIABILITY  
CO., a Colorado limited liability company.

Witness my official hand and seal.

My commission expires:



My Commission Expires Nov. 15, 1998  
410 17th Street, 22nd Floor  
Denver, Colorado 80202

Mary K Mehan  
Notary Public

01-102101\devagr71.amr

3

**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT  
(Castle Pines Commercial)**

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DC9664762

**DATE:** March 14, 1996.

**PARTIES:** **TOWN OF CASTLE ROCK** ("Town"), a home rule municipal corporation, 680 N. Wilcox Street, Castle Rock, Colorado, 80104.

**DEV-VIC LTD. LIABILITY CO.**, a Colorado limited liability company, 482 Happy Canyon Road, Castle Rock, Colorado, 80104 and **95 LTD. LIABILITY CO.**, a Colorado limited liability company, 42 Inverness Drive East, Suite 100, Englewood, Colorado, 80112, (collectively "Developer")

**RECITALS:**

A. Whereas, Town and Developer are parties to a Development Agreement (Castle Pines Commercial) dated December 2, 1994, recorded on July 14, 1995 at Reception No. 9531414 in Book 1274 at Page 2009 of the public records of Douglas County, Colorado as modified by a First Amendment dated December 19, 1995, recorded on December 20, 1995 at Reception No. 9560844 in Book 1307 at Page 1786, referred to herein as the "Development Agreement".

B. Whereas, the parties need to further modify the Development Agreement to revise the timing of construction of certain Public Improvements required to service Parcel 5.

**COVENANTS:**

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Amendment.** The development of the first final subdivision plat within Parcel 5 (Castle Pines Commercial Filing 5) shall not require construction of the roadway depicted on Page C-5 of Exhibit C to the Development Agreement. Those improvements shall be constructed when otherwise required under the Development Agreement.

**Section 2. Scope.** This Amendment shall supersede any conflicting provisions in the Development Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date set forth above.



STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of MARCH, 1996 by JACK A. VICKERS III as MANAGER for Dev-Vic Ltd. Liability Co., a Colorado limited liability company.



Witness my official hand and seal.  
My commission expires: 8-19-99.

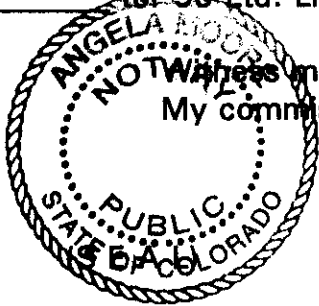
Angela Moore  
Notary Public

95 LTD. LIABILITY CO., a Colorado limited liability company.

**UNOFFICIAL COPY**  
STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

JACK A. VICKERS III  
MANAGER

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of MARCH, 1996 by JACK A. VICKERS III as MANAGER for 95 Ltd. Liability Co., a Colorado limited liability company.



Witness my official hand and seal.  
My commission expires: 8-19-99.

Angela Moore  
Notary Public

f:\...court\ep\devag#2.am  
March 8, 1996

(5)

5P

**THIRD AMENDMENT TO  
DEVELOPMENT AGREEMENT<sup>1</sup>  
(Castle Pines Commercial)**

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DC9663946

**DATE:** October 24, 1996.

**PARTIES:** **TOWN OF CASTLE ROCK** ("Town"), a home rule municipal corporation, 680 N. Wilcox Street, Castle Rock, Colorado 80104.

**DEV-VIC LTD. LIABILITY CO.**, a Colorado limited liability company, 482 Happy Canyon Road, Castle Rock, Colorado 80104 and **95 LTD. LIABILITY CO.**, a Colorado limited liability company, 42 Inverness Drive East, Suite 100, Englewood, Colorado 80112, (collectively "Developer").

**RECITALS:**

A. Whereas, Town and Developer are parties to a Development Agreement (Castle Pines Commercial) dated December 2, 1994, recorded on July 14, 1995 at Reception No. 9531414 in Book 1274 at Page 2009 of the public records of Douglas County, Colorado as modified by a First Amendment dated December 19, 1995, recorded on December 20, 1995 at Reception No. 9560844 in Book 1307 at Page 1786 and Second Amendment dated March 14, 1996<sup>1</sup>, as amended referred to herein as the "Development Agreement".

B. Whereas, the parties need to further modify the Development Agreement to revise the nature and timing of construction of certain of the Public Improvements required to service Parcel 1.

**COVENANTS:**

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Deferral of State Highway 85 Connection.** Notwithstanding any provision in the Development Agreement to the contrary, construction of a second access from Parcel 1 to State Highway 85 ("SH85") shall not be required as a condition to development approvals for Parcel 1. In the alternative and in order to establish a secondary access to development within Parcel 1, the following access improvements shall be made:

(a) As provided in the Castle Pines Commercial Filing 6 Subdivision

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<sup>1</sup> A Second Amendment has been approved, but is not recorded.

966494  
Improvements Agreement dated October 24, 1996, recorded as Reception No.        in Book 1386 at Page 1951 of the public records of Douglas County, Colorado, secondary access will be provided to the property platted thereby via Castlegate Drive West and Atrium Drive to Factory Shops Boulevard.

- (b) As a condition to development of the third and final subdivision plat within Parcel 1, those further transportation improvements to the secondary access to Factory Shops Boulevard as described in the attached *Exhibit 1* shall be made.

**Section 2. Consolidation of State Highway 85 Access.** Under the terms of the existing Development Agreement three access points on SH85 are proposed. The northwesterly most connection to SH85 has been made in conjunction with the initial development within Parcel 1. The parties have determined that rather than provide for two additional accesses on to SH85, the two access points shown on Exhibit C shall be combined into one access point as indicated on the attached *Exhibit 1*. Consequently, the revised roadway configuration as indicated in *Exhibit 1*, shall constitute an amendment to all of the phasing schedules within Exhibit C to the Development Agreement.

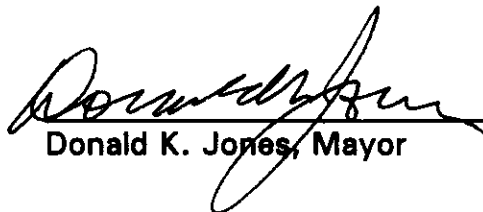
**Section 3. Limited Purpose.** Except as specifically provided in this Agreement, all other requirements in the Development Agreement for construction of public improvements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

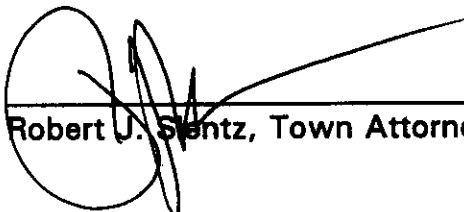
ATTEST:

TOWN OF CASTLE ROCK

  
Sally A. Meare, Town Clerk

  
Donald K. Jones, Mayor

Approved as to form:

  
Robert J. Slentz, Town Attorney

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledge before me this 14<sup>TH</sup> day of NOVEMBER, 1996, by Sally A. Misare as Town Clerk and Donald K. Jones as Mayor of the Town of Castle Rock.

Witness my official hand and seal.

My commission expires: 9-21-99

[Signature]  
Notary Public



ATTEST: **DEV-VIC LTD. LIABILITY CO., a Colorado limited liability company**  
**UNOFFICIAL COPY**

\_\_\_\_\_

By: [Signature]  
MANAGER

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledge before me this 15<sup>th</sup> day of November, 1996, by Jack H. Vickus III as Manager for Dev-Vic Ltd. Liability Co., a Colorado limited liability company.

Witness my official hand and seal.

My commission expires:  
10/31/98

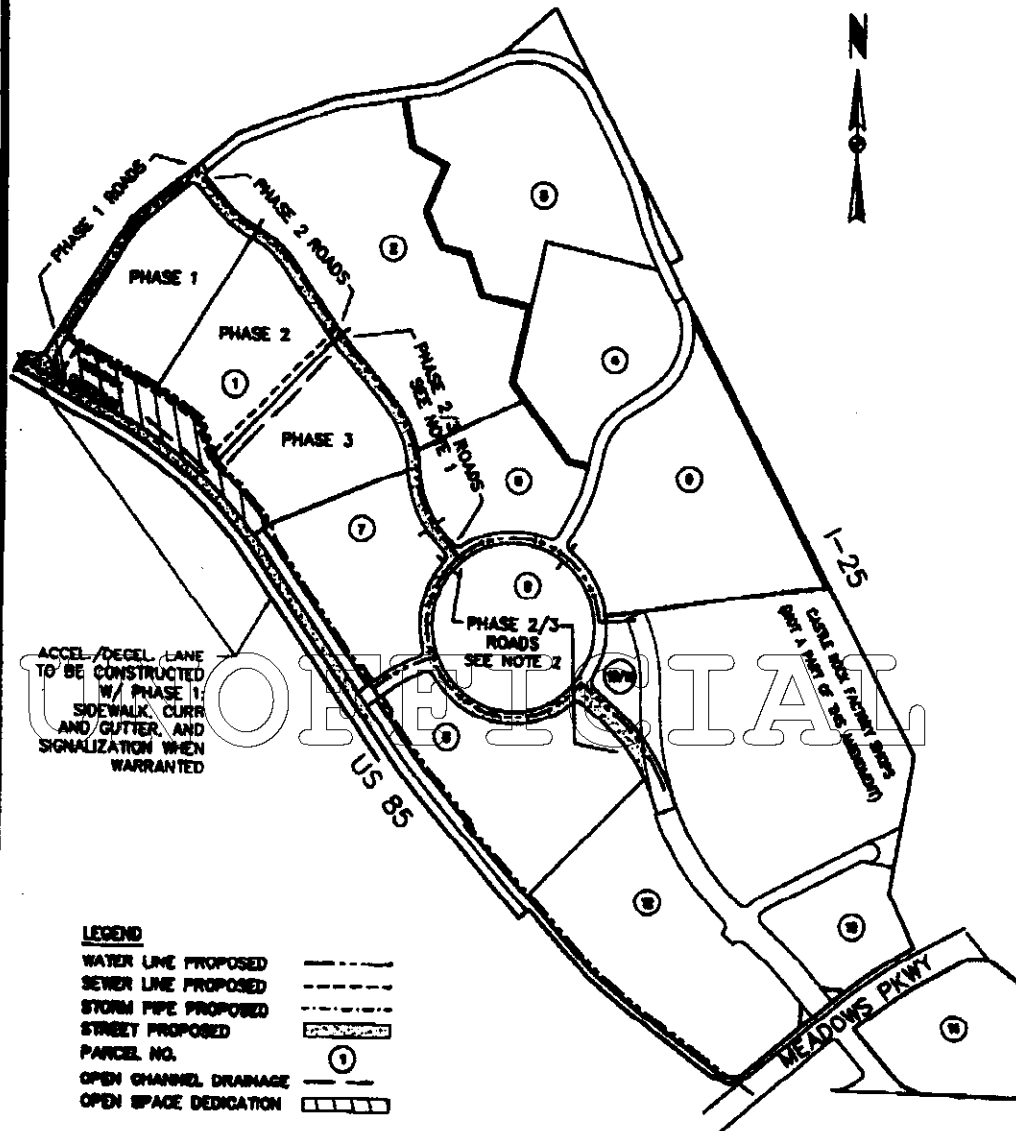
[Signature]  
Notary Public



**CASTLE PINES COMMERCIAL PD  
FACILITIES PHASING  
PARCEL 1**

EXHIBIT C  
NOV. 7, 1994

REVISED:  
OCT. 24, 1996



**LEGEND**

- WATER LINE PROPOSED
- SEWER LINE PROPOSED
- STORM PIPE PROPOSED
- STREET PROPOSED
- PARCEL NO. 1
- OPEN CHANNEL DRAINAGE
- OPEN SPACE DEDICATION

- STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
- ALL PUBLIC OPEN SPACE TRACTS SHALL BE CONVEYED TO THE TOWN AS FINAL PLATTING OCCURS ON CONTIGUOUS DEVELOPMENT PARCELS AND ROADS.
- ALL STORM DRAINAGE CONVEYANCES AND SANITARY SEWER LINES WHICH ARE NOT IN RIGHTS-OF-WAY SHALL BE REQUIRED TO BE IN TRACTS DEDICATED TO THE TOWN.

**NOTES:**

- 1) CURB AND GUTTER ON ONE SIDE OF THE ROAD, A CASTLE ROCK APPROVED PAVEMENT SECTION 24' WIDE AND STREET LIGHTS WILL BE CONSTRUCTED WITH PHASE 2. THE CURB AND GUTTER ON THE OPPOSITE SIDE OF THE ROAD, THE REMAINING PAVEMENT SECTION AND SIDEWALK ON THE SOUTH-WEST SIDE OF THE ROAD WILL BE CONSTRUCTED WITH PHASE 3.
- 2) A 24' WIDE, FULL DEPTH TEMPORARY PAVEMENT (6" ASPHALT, NO BASE) WITH TEMPORARY DRAINAGE IMPROVEMENTS AND STREET LIGHTS WILL BE CONSTRUCTED WITH PHASE 2. PHASE 3 WILL REMOVE THE TEMPORARY PAVEMENT AND DRAINAGE IMPROVEMENTS AND CONSTRUCT CURB AND GUTTER ON ONE SIDE OF THE ROAD, PERMANENT DRAINAGE IMPROVEMENTS AND A CASTLE ROCK APPROVED 24' WIDE PAVEMENT SECTION.



**TST INC. OF DENVER**  
Consulting Engineers

PAGE C-1  
40-771-004