

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Castle Pines Commercial)**

DATE: August 17, 2000

DC00061558

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

DEV-VIC LTD. LIABILITY CO., a Colorado limited liability company, 900 W. Castleton Road, Suite 125, Castle Rock, Colorado 80104 and **95 LTD. LIABILITY CO.**, a Colorado limited liability company, 8480 E. Orchard Road, Suite 6100, Greenwood Village, CO 80111 (collectively "Developer"), and **CAG PROPERTIES LLC**, a California limited liability company, Two Embarcadero Center, Suite 2900, San Francisco, California 94111 ("CAG").

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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 Town are parties to the Development Agreement (Castle Pines Commercial) dated December 2, 1994, recorded on July 14, 1995 at Reception No. 9531414 of the public records of Douglas County, Colorado, as modified by First Amendment to Development Agreement dated December 19, 1995, recorded on December 20, 1995 at Reception No. 9560844 and as modified by Second Amendment to Development Agreement dated March 14, 1996, and as modified by Third Amendment to Development Agreement dated October 24, 1996 (collectively the "Original Development Agreement").

C. In conjunction with the Original Development Agreement, Developer submitted for approval by the Town an Amended Planned Development Site Plan for the Property dated December 2, 1994, (the "Original Site Plan"), which Original Site Plan was approved by the Town.

D. In 1999, Developer submitted for approval by the Town an Amended Planned Development Site Plan for the Property (the "Site Plan"), which Site Plan was approved by the Director of Community Development of the Town on September 29, 1999. The Site Plan will be recorded simultaneously with this Agreement.

E. Developer and CAG are the current owners of approximately 223.8 acres of the Original Property. The legal description of such 223.8 acres is set forth on the attached Exhibit A, which is incorporated herein by this reference (the "Property").

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

G. CAG acquired its interest in the Property from Developer by instruments recorded in Book 1675 at Page 2004 on March 3, 1999 of the public records of Douglas County, Colorado. Consequently, CAG 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.

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

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

SECTION I
AMENDMENT TO ANNEXATION CONTRACT
AND ORIGINAL DEVELOPMENT AGREEMENT

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.

1.2 ORIGINAL DEVELOPMENT AGREEMENT AND AMENDMENTS. The provisions of this Agreement are intended to supersede and replace the Original Development Agreement, including all amendments thereto. The provision of services to the Property shall be governed by this Agreement, as to the Property defined herein.

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.

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 the period described in the Public Works Regulations of the Town. 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 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.

SECTION V WATER INFRASTRUCTURE

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 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 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-2. 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. The culvert improvements under U.S. Highway 85 will be constructed by CDOT at the time that they complete the widening of U.S. Highway 85.

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.

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. Specifically, Developer shall be entitled to install streetlights of the same model as are currently in place on Perry Street (between Plum Creek Parkway and Sixth Street) on the publicly dedicated streets within the Property. Further, the Town agrees to accept said street lights for maintenance and operation of same provided, however, that the Developer agrees to reimburse the Town for its costs of operating and maintaining said street lights during the Warranty Period.

**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 payment of the sum of \$270,643.00 to the Town on December 1, 2000, for the Developer's share of the cost of construction of certain CDOT 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:

- (a) The Developer hereby agrees to dedicate free and clear of encumbrances, the approximately 5.9 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 on or before December 1, 2000.
- (b) The construction components to the SH85 Improvements to be constructed by CDOT shall be defined as (i) signalization at "SH85 Entrances 1 and 2" 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) widening of SH85 to four through lanes with accompanying turn lanes and appurtenant culvert improvements.
- (c) Developer is obligated to construct curb, gutter, sidewalk (if requested by the Town or CDOT), and landscaping on the Northbound side of SH85 in the SH85 ROW from Castlegate Drive North to Meadows Parkway.
- (d) Developer is obligated to construct the road as depicted on the Site Plan between SH85 (at SH85 Entrance 2) and Atrium Drive (the 85 Connector) prior to completion of the SH85 project in 2002.
- (e) Approval of any final plats is conditioned on the Developer applying for and receiving valid Access Permits for the applicable SH85 Entrances 1 and 2 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 pay for a portion of 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 Town agrees to use reasonable efforts to cause CDOT, or other State or regional agency to complete the timely expansion of SH85, adjacent to the Property, to a minimum of a four lane thoroughfare as development of the Property requires same, in conformance with the Town's agreement with CDOT, dated June 23rd, 2000.

- (f) As a requirement of the Town's approval of the Site Plan and this Amended and Restated 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.

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 has been completed. The Developer was required to participate in funding the costs of reconstruction of the Interchange according to the following:

- (a) The improvements to the Interchange in which the Developer was obligated to participate (the "Interchange Improvements") included all capital improvements to the Interchange.

- (b) 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 Original Property was allocated 17.9% of the Interchange Improvements, not to exceed an aggregate participation of \$796,550.

- (c) In full satisfaction of the Town's requirement for Developer's participation in the Interchange Improvements, the parties agreed as follows:

- (i) the Original Property was subjected to an assessment in the amount of \$587,854 (which is derived by taking the 317 acres in the Original Property divided by 431 acres in the Castle Pines Commercial Development or 73.8%, times \$796,550);
- (ii) the Original Property's Interchange Improvement assessment of \$587,854 was then allocated among the "General Business District" and "Multi-Family Residential District" Tracts designated on the Site Plan (collectively the "Development Parcels"), totaling 272.79 acres, resulting in an allocated assessment to be placed on each of the Development Parcels;
- (iii) the Original Development Agreement provided that the assessments described in this Section 9.2 have not been previously paid with respect to a Development Parcel within the Original Property, such assessment could be called in full within thirty (30) days after receipt of notification from the Town that (A) a contract had been let for permitting, environmental study or

assessment, engineering, and/or construction of the Improvements, and (B) the Town had assured funding sources for full payment of the contract let.

- (d) In 1999, the Town completed the improvements to Miller Boulevard/Meadows Parkway Interchange as were contemplated under this Section 9.2, and subsequently requested payment in full from the Developer for the assessments. The parties acknowledge all obligations of Developer under Section 9.2 of the Original Agreement have been fully and completely satisfied.

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;
- (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

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.

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. The required public open space dedication for the Property, in the form of open space dedication ("OSD") and utilities dedication ("UD"), is 31.7 acres. Developer has therefore designated certain public open space parcels, totaling 32.7 acres in the legend of the Site Plan, 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-2, more specifically defines the OSD and UD parcels which are to be dedicated in conjunction with the final platting of certain Development Parcels. In addition to the dedication of the OSD and UD parcels, the residential tracts reflected on the Site Plan shall require additional private or common open space ("OSP") in an amount equal to 20% of the acreage within said residential tracts. As reflected on the Site Plan, Tracts 1, 2, 3, and a portion of Tract 6 are intended for residential use. Therefore, at the time all or any portion of Tracts 1, 2, 3, and said residential portion of Tract 6 are final platted, a minimum of 20% of each given residential plat within said Tracts 1, 2, 3, and said residential portion of Tract 6 shall be designated as OSP, for a total of an additional 22 acres (20% of 110.1 acres in the residential tracts). Notwithstanding anything contained

in this Section 10.1, the OSD/VD and/or OSP land dedications relating to Tract 6 shall be determined based upon the proportionate amount of land in said Tract 6 that is final platted into commercial and/or residential use. 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 public open space or common open space, 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 ("OSP") dedication requirement set forth on the Site Plan as final platting of the residential development Tracts 1, 2, 3, and a portion of Tract 6 within the Property occur. If the Developer of any Tract fails to meet either the OSD, UD, and/or OSP 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 OSD, UD, and/or OSP 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 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.

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. Prior to the date hereof, Tracts 1, 13, 14 and a portion of Tract 5, were platted and subdivision improvements agreements entered into resulting in certain of the Public Improvements being completed. Exhibit C-1, consisting of four (4) pages, attached hereto designates Public Improvements previously completed pursuant to the subdivision improvements agreements described in the previous sentence, and such Public Improvements which remain to be completed. As a means to designate the Public Improvements which shall be required in order to construct a particular portion of the remainder of the Property, the parties have devised a phasing plan for the Public Improvements (the "Phasing Plan"). The Phasing Plan consists of eleven pages, prepared by TST, Inc. of Denver, with a revision date of August, 2000, to be recorded with this Agreement in the public records of Douglas County, Colorado. Attached as Exhibit C-2 is a copy of said Phasing Plan. Attached hereto as Exhibit C-3 is a Matrix Checklist for the use of the Town's Public Works Department in referencing the Exhibit C-2 Public Improvements that will be required upon the development of the various Tracts within the Property. The Phasing Plan divides the Property into eleven development tracts (the "Tracts"), and describes the Public Improvements which remain to be constructed in connection with the platting and development of each remaining 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 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 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 prior obligations and the remaining obligations hereunder were and are expressly conditioned upon Developer being permitted by Town to develop the Property in substantial conformity with said approved Site Plan and Ordinance.

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.

**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.

UNOFFICIAL COPY

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

ATTEST:

TOWN OF CASTLE ROCK

By: Sally Allen
Town Clerk

By: [Signature]
Mayor

Approved as to form:

By: [Signature]
Town Attorney

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

UNOFFICIAL COPY

By: JACK A VICKERS III
Manager

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

By: JACK A VICKERS III

CAG PROPERTIES, LLC, a California
limited liability company

by: Gate Capital Properties, LLC

By: [Signature]
Member, Manager

STATE OF COLORADO)

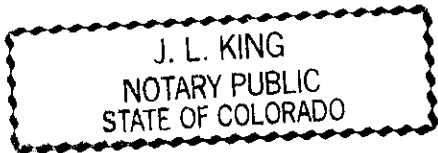
COUNTY OF Douglas)

SS.

The foregoing instrument was acknowledged before me this 31st day of August, 2000, by Al Parker as Mayor and by Sally A. Muscare as Town Clerk of the Town of Castle Rock.

WITNESS my official hand and seal.

My Commission expires: 09-21-2003



J. L. King
Notary Public

STATE OF COLORADO)

COUNTY OF Douglas)

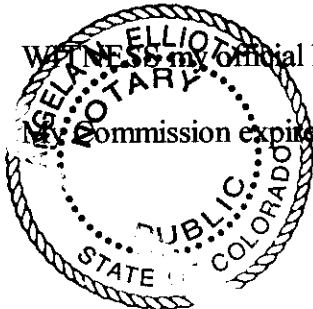
SS.

UNOFFICIAL COPY

The foregoing instrument was acknowledged before me this 30th day of August, 2000, by Bill Hoffert as Manager of Dev-Vic Ltd. Liability Co., a Colorado limited liability company, JOHN VICKERS, III

WITNESS my official hand and seal.

My Commission expires: 8-19-2003



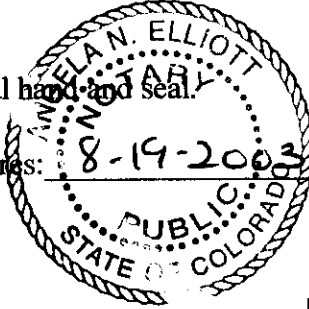
Angela N. Elliott
Notary Public

STATE OF COLORADO)
)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30th day of AUGUST, 2000, by JACK A. VICKERS III, MANAGER of 95 LTD. LIABILITY CO., a Colorado limited liability company.

WITNESS my official hand and seal.

My Commission expires: 8-19-2003



Angela N. Elliott
Notary Public

California
~~STATE OF COLORADO~~)
) SS.
COUNTY OF San Francisco)

The foregoing instrument was acknowledged before me this 28th day of August, 2000, by Bill Hatch as Member of CAG PROPERTIES, LLC, a California limited liability company.

WITNESS my official hand and seal.

My Commission expires: 6/12/03



Gail Hutchins
Notary Public

STATE OF COLORADO)

COUNTY OF Douglas)

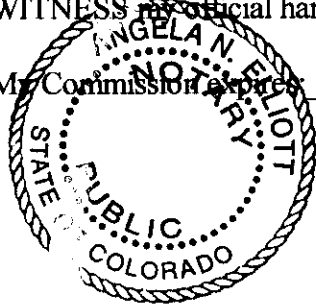
ss.

The foregoing instrument was acknowledged before me this 30th day of AUGUST, 2000, by JACK A. VICKERS II, Manager of 95 LTD. LIABILITY CO., a Colorado limited liability company.

WITNESS my official hand and seal.

My Commission expires

8-19-2003



Angela N Elliott
Notary Public

UNOFFICIAL COPY

EXHIBITS

- Exhibit A Property Description
- Exhibit B Deleted
- Exhibit C-1 Previously Completed Public Improvements
- Exhibit C-2 Phasing Plan
- Exhibit C-3 Matrix Checklist

UNOFFICIAL COPY



EXHIBIT A

LEGAL DESCRIPTION -

A portion of Sections 22, 27 and 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 the Northeast quarter of said Section 28 to bear North $89^{\circ}19'16''$ West with all bearings contained herein, relative thereto; thence along said North line North $89^{\circ}19'16''$ West, 484.15 feet to the POINT OF BEGINNING of this description; thence North $32^{\circ}43'04''$ East, 921.75 feet; thence North $50^{\circ}45'10''$ East, 780.25 feet; thence North $69^{\circ}47'45''$ East, 607.42 feet; thence North $80^{\circ}24'48''$ East, 604.97 feet; thence North $64^{\circ}25'51''$ East, 397.87 feet; thence North $50^{\circ}08'45''$ East, 397.62 feet to the Westerly right-of-way line of Interstate 25; thence along said right-of-way line the following courses: South $27^{\circ}42'44''$ East, 1579.14 feet; thence South $62^{\circ}12'40''$ West, 80.06 feet; thence South $27^{\circ}45'54''$ East, 3055.99 feet to the most Northerly corner of Tract E of Meadows Parkway Phase II, according to the recorded plat thereof; thence along the Westerly line of said Tract E the following courses: South $08^{\circ}59'32''$ West, 801.40 feet; thence South $25^{\circ}40'18''$ East, 333.26 feet to the Northerly line of Tract C of said Meadows Parkway Phase II; thence along the Northerly line of said Tract C and of Tract J of said Meadows Parkway Phase II the following courses: along a non-tangent curve to the left having a delta of $11^{\circ}51'55''$, a radius of 3100.00 feet, an arc of 641.97 and a chord which bears South $54^{\circ}55'03''$ West, 640.83 feet; thence South $48^{\circ}59'06''$ West, 680.57 feet; thence North $67^{\circ}38'26''$ West, 112.03 feet; thence North $53^{\circ}43'17''$ West, 410.00 feet; thence North $51^{\circ}14'42''$ West, 507.75 feet; thence North $42^{\circ}05'36''$ West, 95.17 feet; thence North $42^{\circ}14'33''$ West, 405.23 feet; thence South $48^{\circ}55'01''$ West, 76.03 feet to the Easterly right-of-way line of Colorado State Highway 85; thence along said right-of-way line the following courses: North $40^{\circ}54'21''$ West, 907.85 feet; thence along a curve to the right having a delta of $05^{\circ}49'00''$, a radius of 2835.00 feet and an arc of 287.81 feet; thence North $35^{\circ}05'11''$ West, 1341.90 feet; thence along a curve to the left having a delta of $27^{\circ}13'00''$, a radius of 2322.00 feet and an arc of 1103.00 feet; thence North $62^{\circ}18'11''$ West, 828.86 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 said North line of the Northeast quarter of Section 28; thence along said North line South $89^{\circ}19'16''$ East, 325.17 feet to the POINT OF BEGINNING of this description containing 356.52 acres, more or less,

excepting therefrom the following:

Castle Rock Factory Shops, according to the recorded plat thereof;
Castle Pines Commercial Filing 2, according to the recorded plat thereof;
Castle Pines Commercial Filing 4, according to the recorded plat thereof;
Castle Pines Commercial Filing 5, according to the recorded plat thereof;

TST INC. of DENVER
Consulting Engineers

Legal25\cpc-771.#10.exA 8/18/00 1
102 Inverness Terrace East
Suite 105
Englewood, CO 80112
(303) 792-0557
Fax (303) 792-9489

TST INC. of DENVER

Castle Pines Commercial Filing 6, according to the recorded plat thereof;
Castle Pines Commercial Filing 8, according to the recorded plat thereof;
those lands described in the deeds recorded in Book 1307 at Page 1782, and in Book
1603 at Page 1171,

The above described parcel, less the exceptions, contains 223.8 acres, more or less.

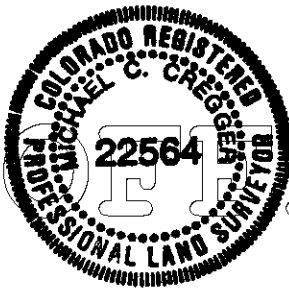
SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, do hereby certify that this legal description was prepared by me
or under my direct supervision.

August 18, 2000
Date

Michael C. Cregger

MICHAEL C. CREGGER
Professional Land Surveyor
Colorado Registration No. 22564



UNOFFICIAL COPY

EXHIBIT C-1 CASTLE PINES COMMERCIAL PD WATERLINE EXHIBIT OVERALL PLAN

UNOFFICIAL COPY

LEGEND

- PROPOSED WATERLINE ———
- EXISTING WATERLINE - - - - -

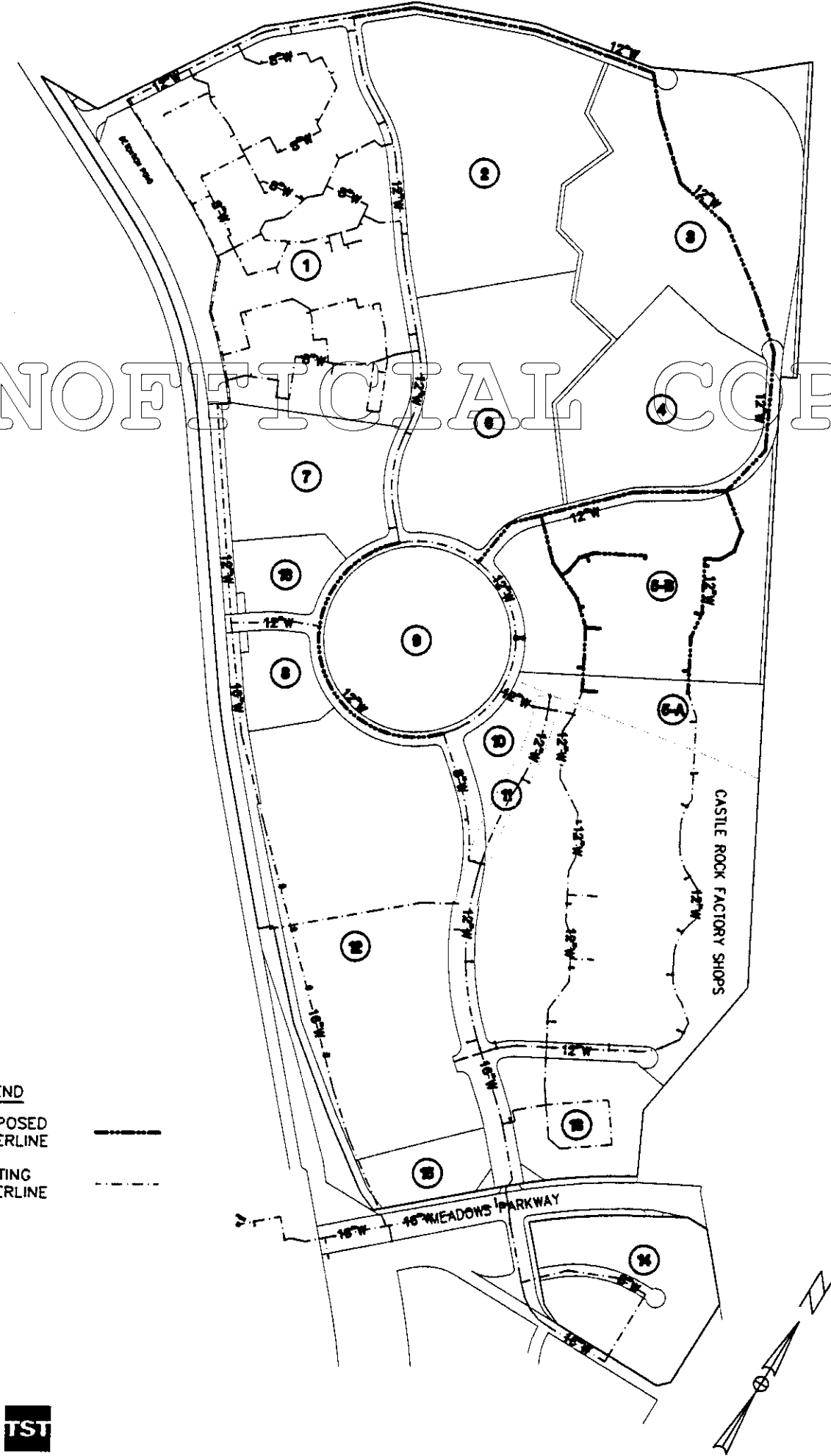
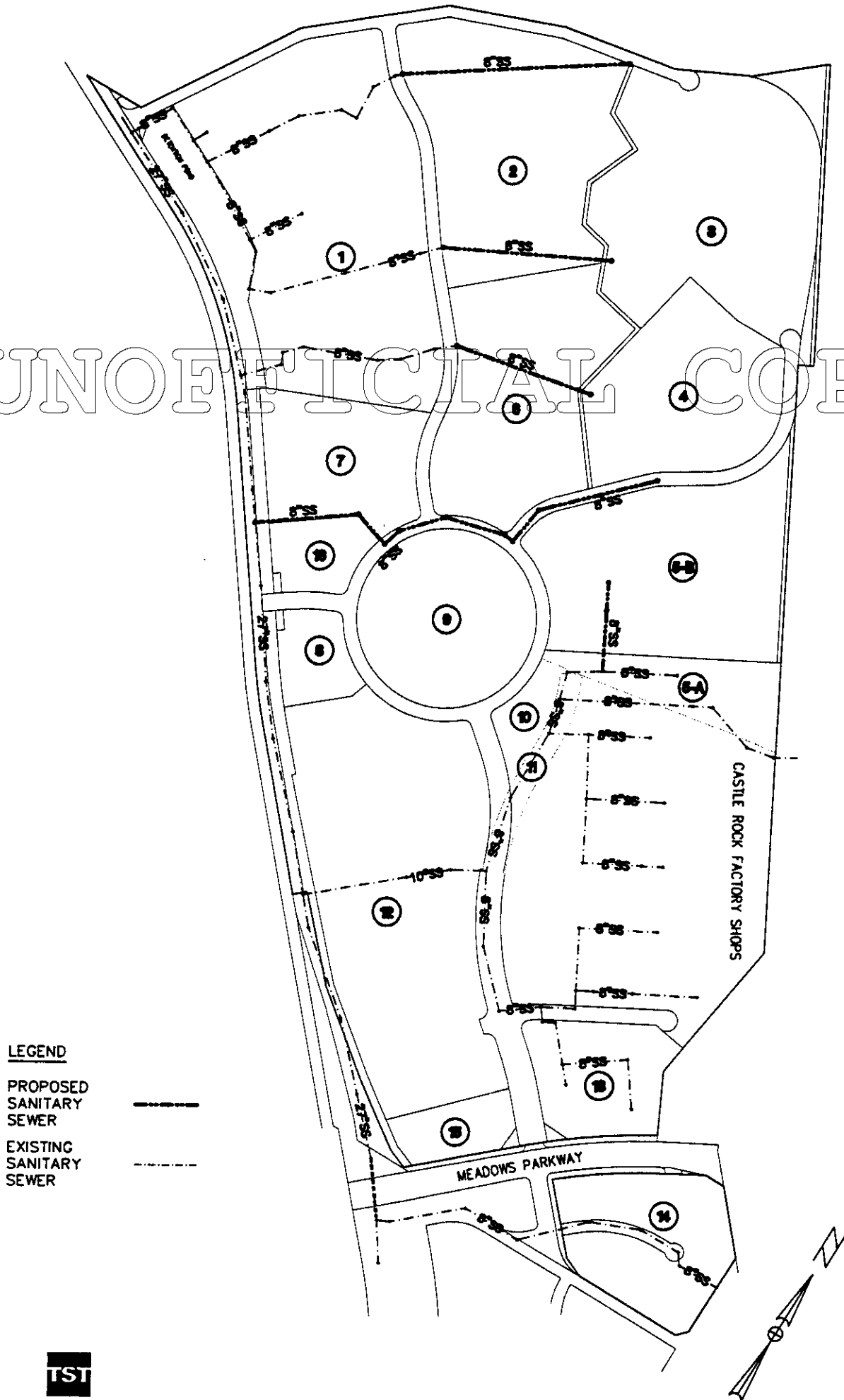


EXHIBIT C-1 CASTLE PINES COMMERCIAL PD SANITARY SEWER EXHIBIT OVERALL PLAN

UNOFFICIAL COPY



LEGEND

PROPOSED
SANITARY
SEWER



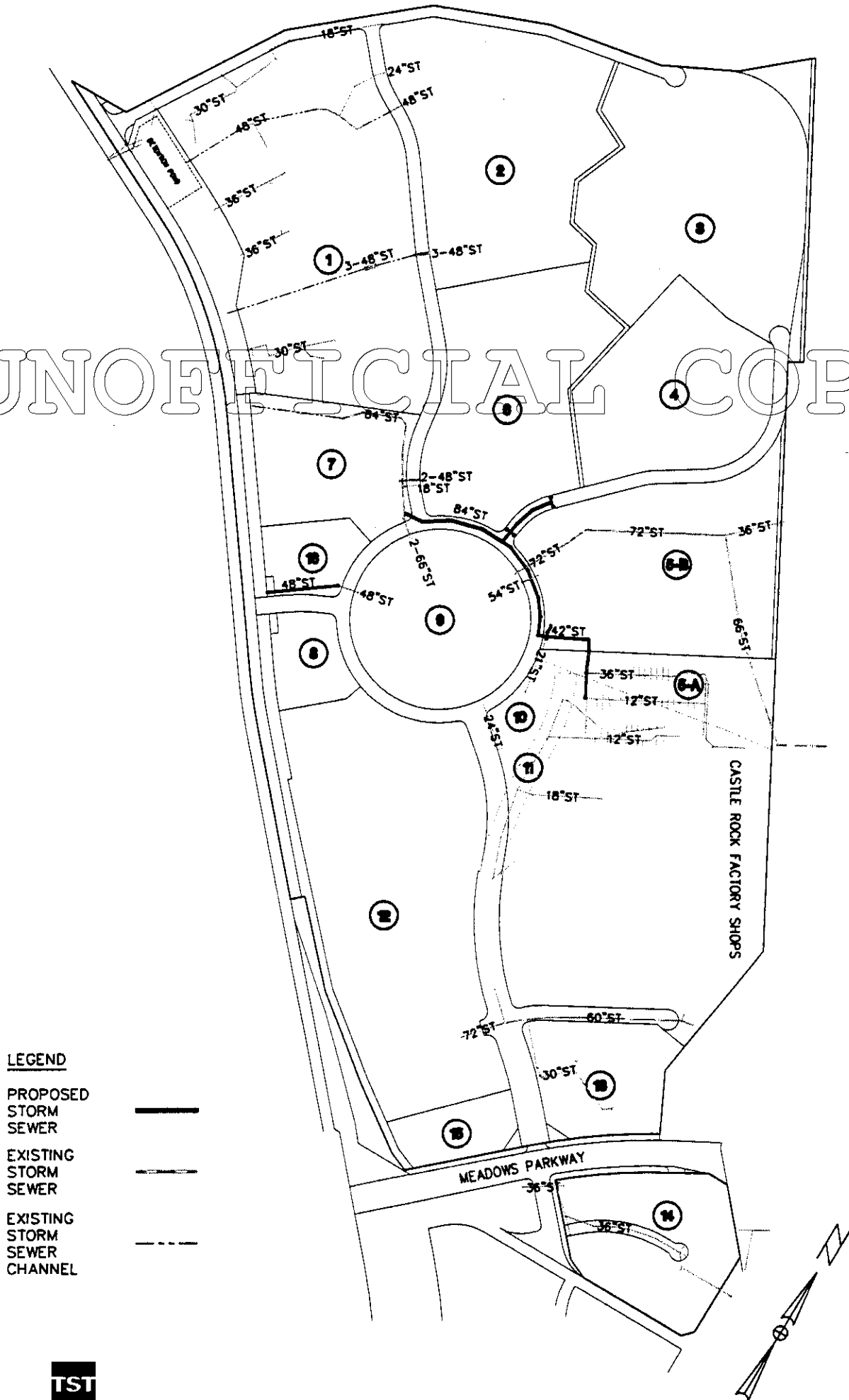
EXISTING
SANITARY
SEWER



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Consulting Engineers

EXHIBIT C-1 CASTLE PINES COMMERCIAL PD STORM SEWER EXHIBIT OVERALL PLAN

UNOFFICIAL COPY

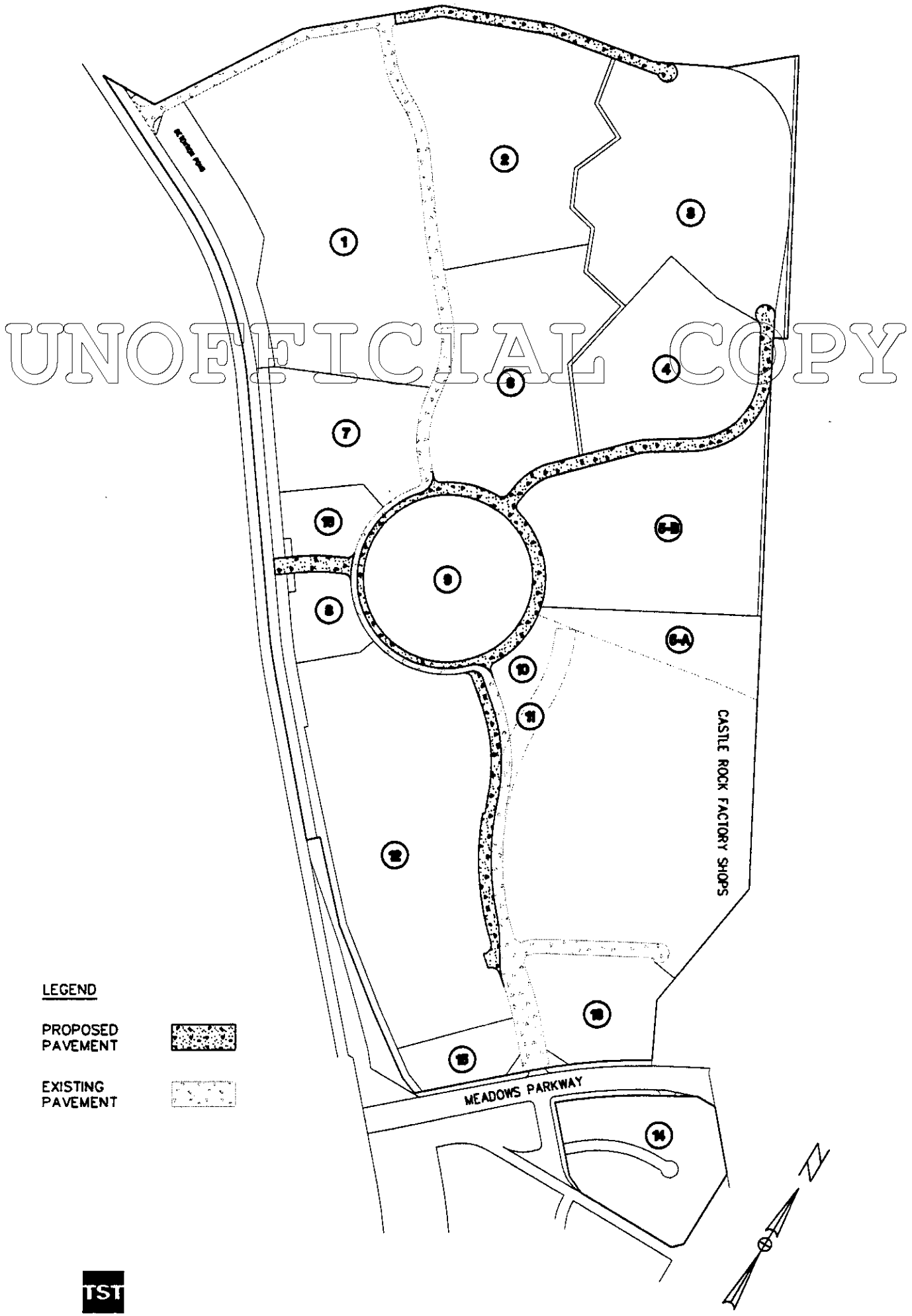


LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- EXISTING STORM SEWER CHANNEL



EXHIBIT C-1 CASTLE PINES COMMERCIAL PD PAVEMENT EXHIBIT OVERALL PLAN



LEGEND

PROPOSED PAVEMENT



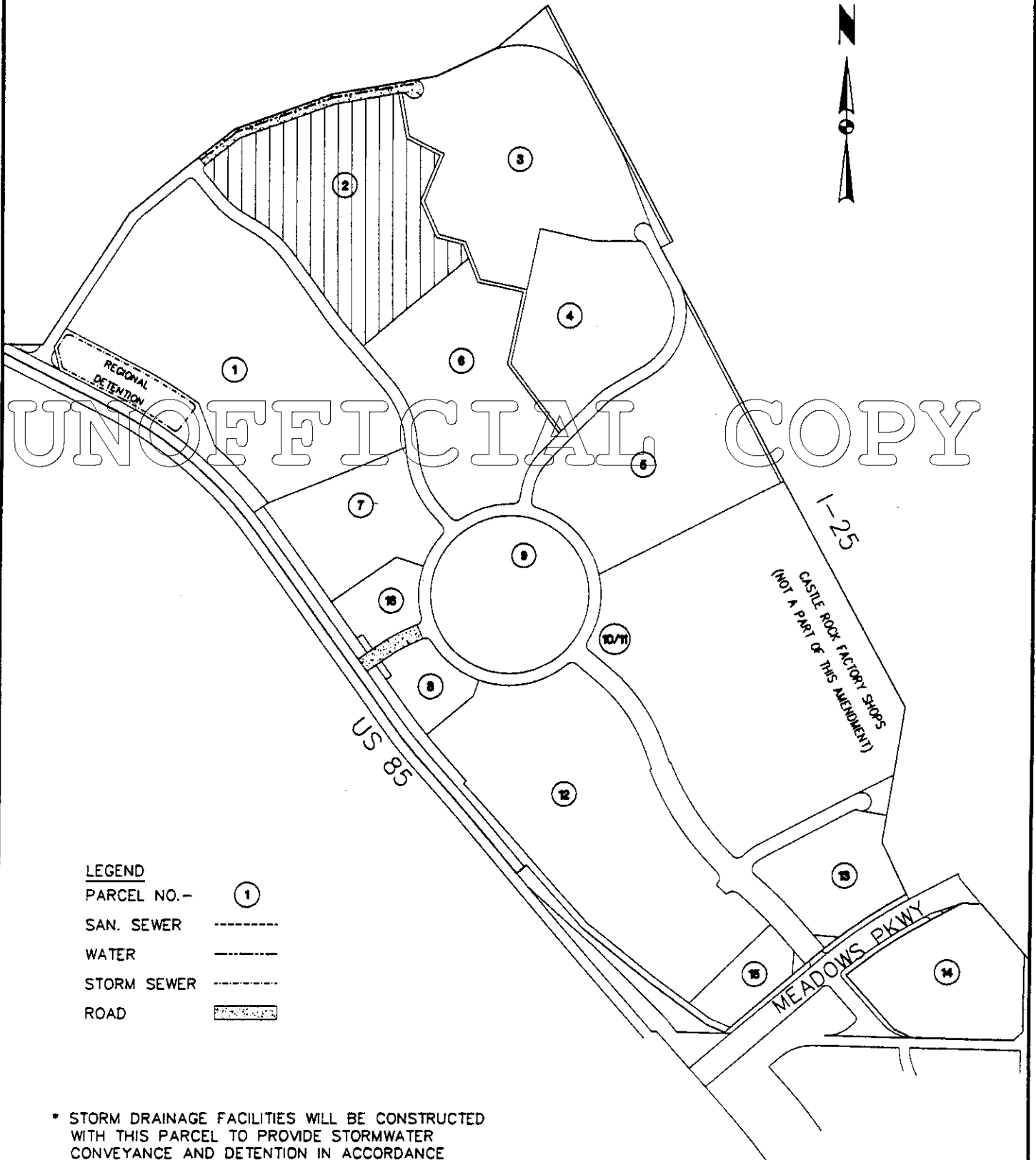
EXISTING PAVEMENT



**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 2**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



UNOFFICIAL COPY

LEGEND

- PARCEL NO. - (1)
- SAN. SEWER - - - - -
- WATER - - - - -
- STORM SEWER - - - - -
- ROAD - - - - -

- * 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.
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- * LANDSCAPE AND SIDEWALK ADJACENT TO DETENTION POND TO BE CONSTRUCTED ALONG U.S. 85 WITH DETENTION POND EXPANSION.

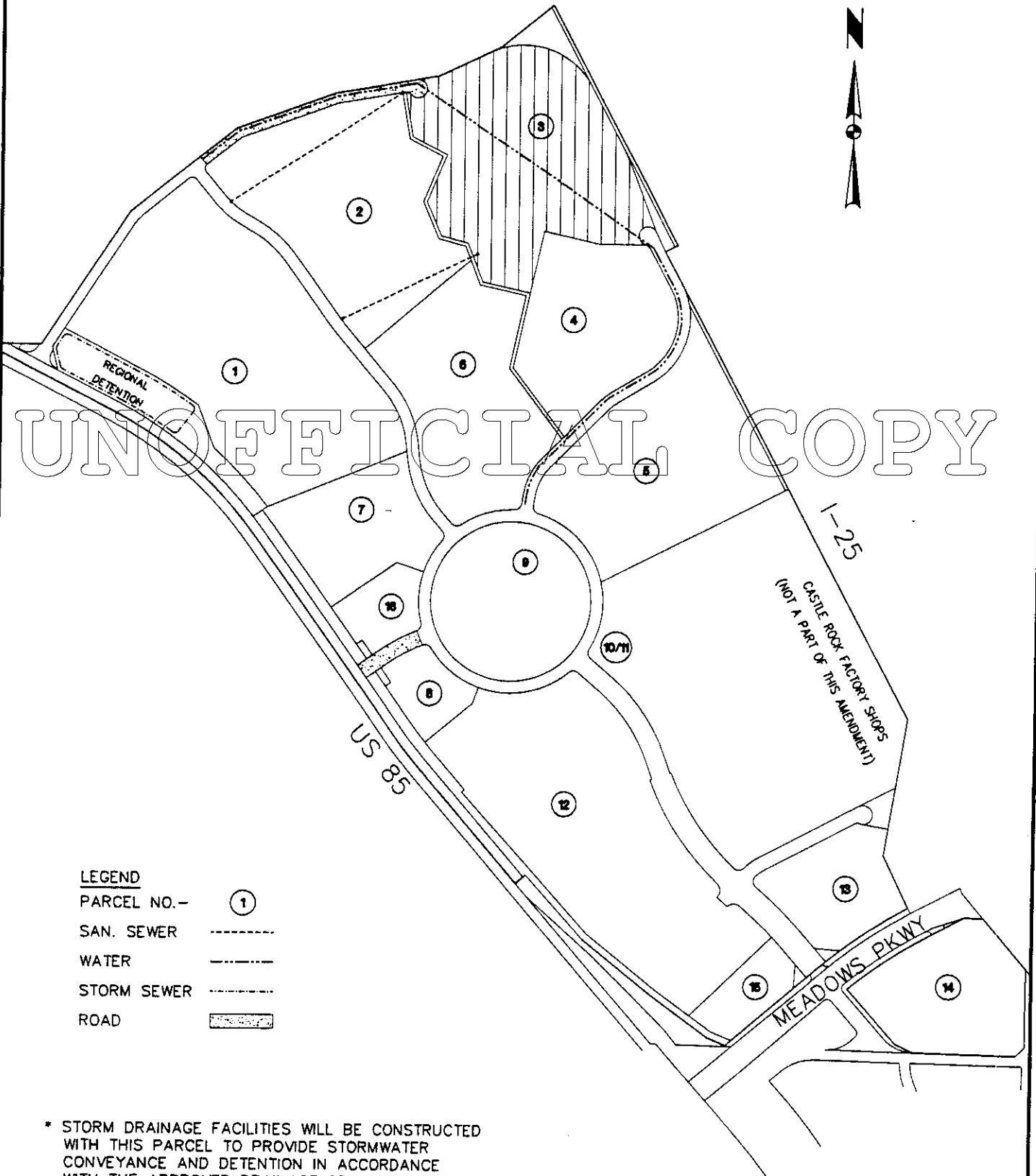


TST INC. OF DENVER
Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 3**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



LEGEND

PARCEL NO. -	①
SAN. SEWER	----
WATER	----
STORM SEWER	----
ROAD	▬▬▬▬

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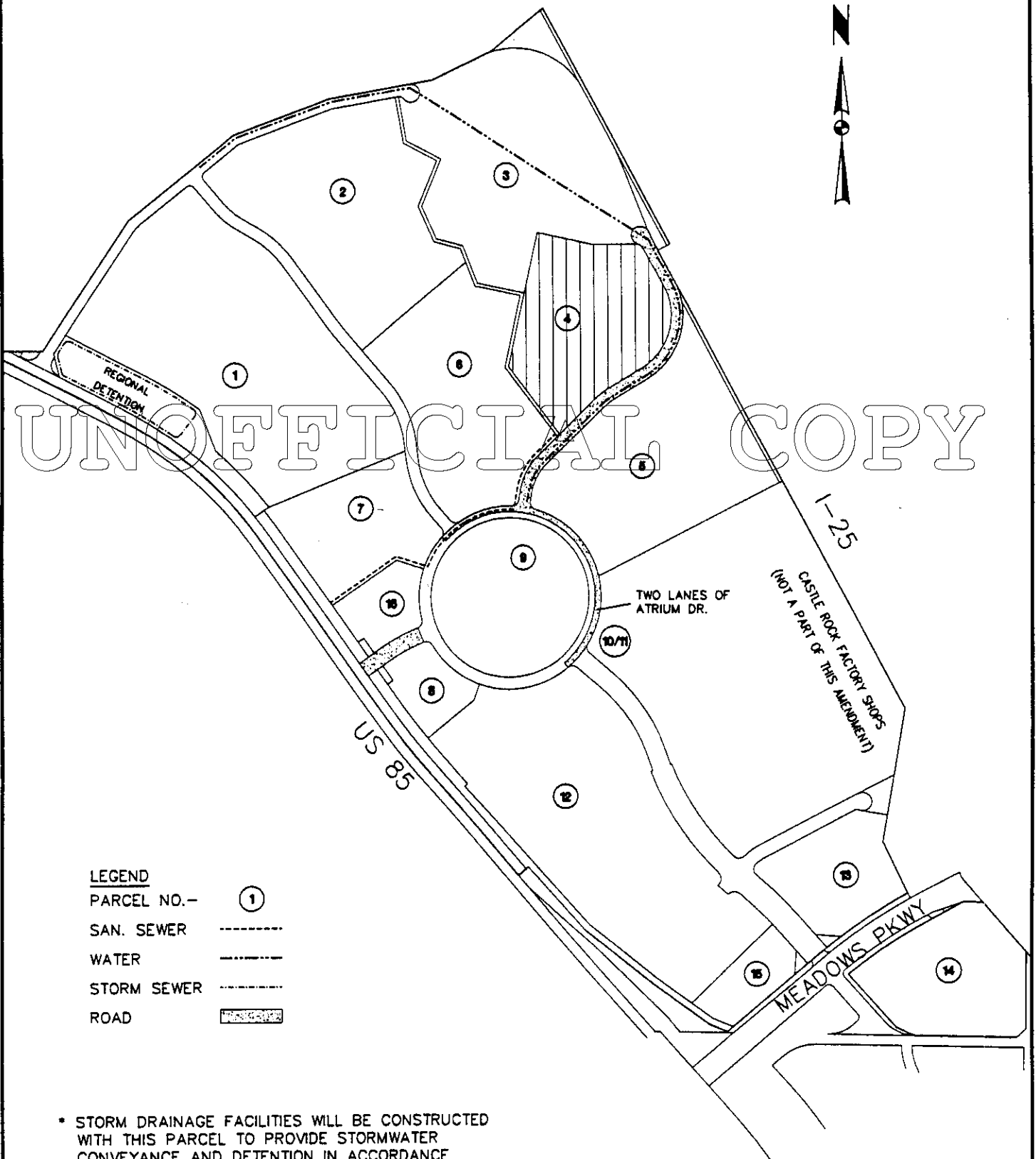


TST INC. OF DENVER
Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 4**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



LEGEND

PARCEL NO. -	①
SAN. SEWER	----
WATER	----
STORM SEWER	----
ROAD	▬▬▬▬▬▬

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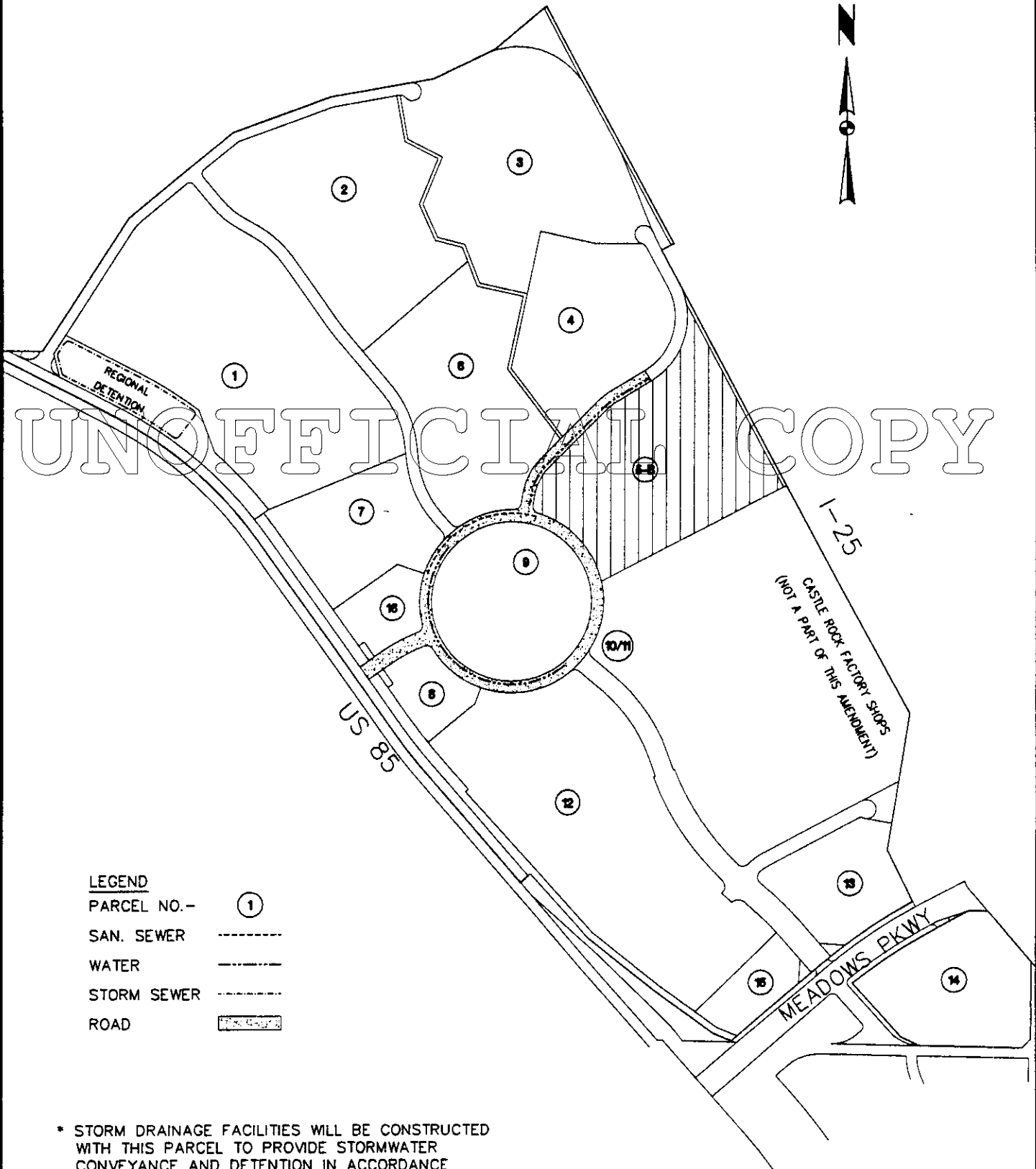


TST INC. OF DENVER
Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 5**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



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LEGEND	
PARCEL NO.-	①
SAN. SEWER	----
WATER	----
STORM SEWER	----
ROAD	▬▬▬▬▬▬

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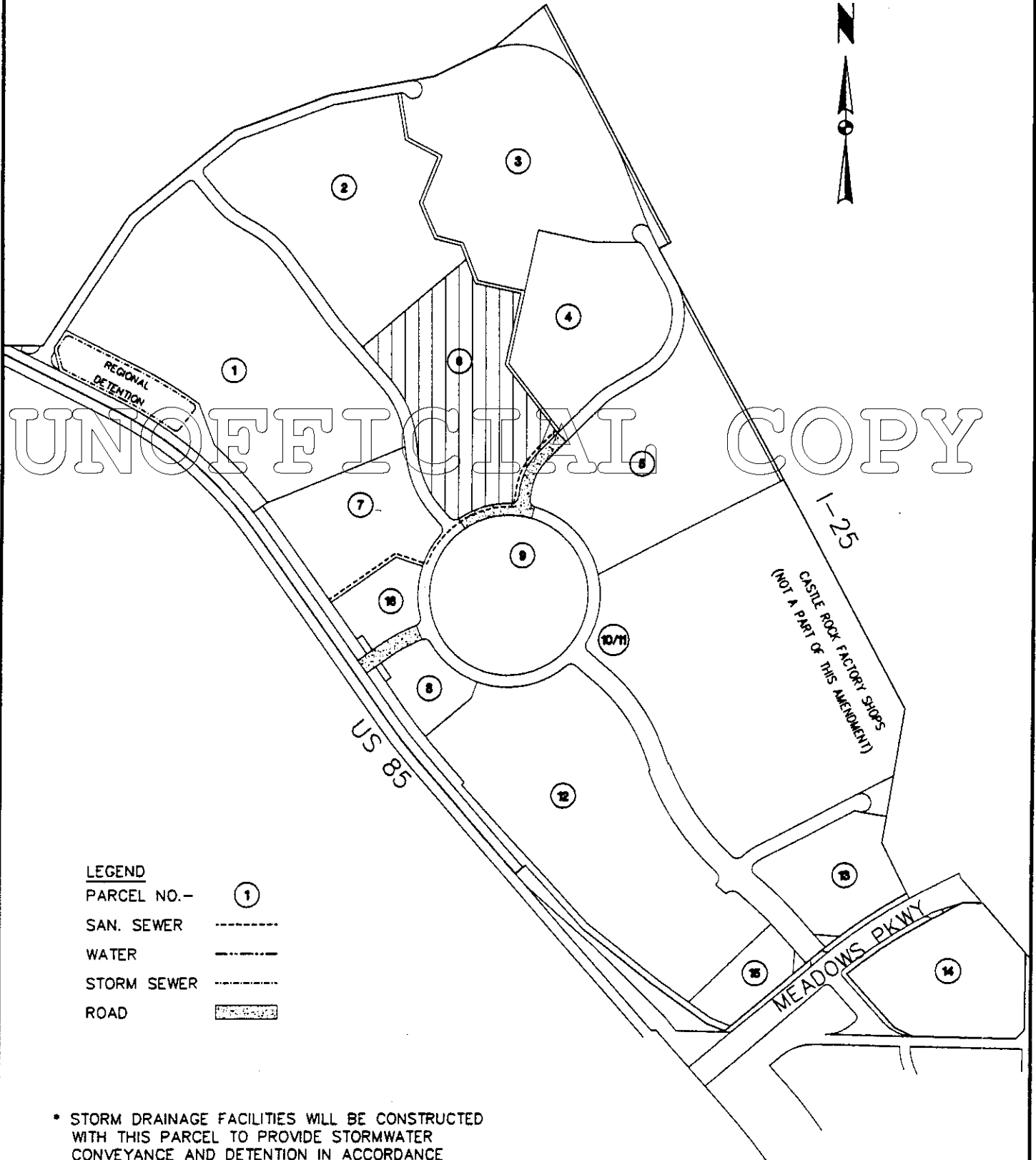


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Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 6**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



LEGEND

PARCEL NO. -	①
SAN. SEWER	-----
WATER	-----
STORM SEWER	-----
ROAD	▬▬▬▬▬▬

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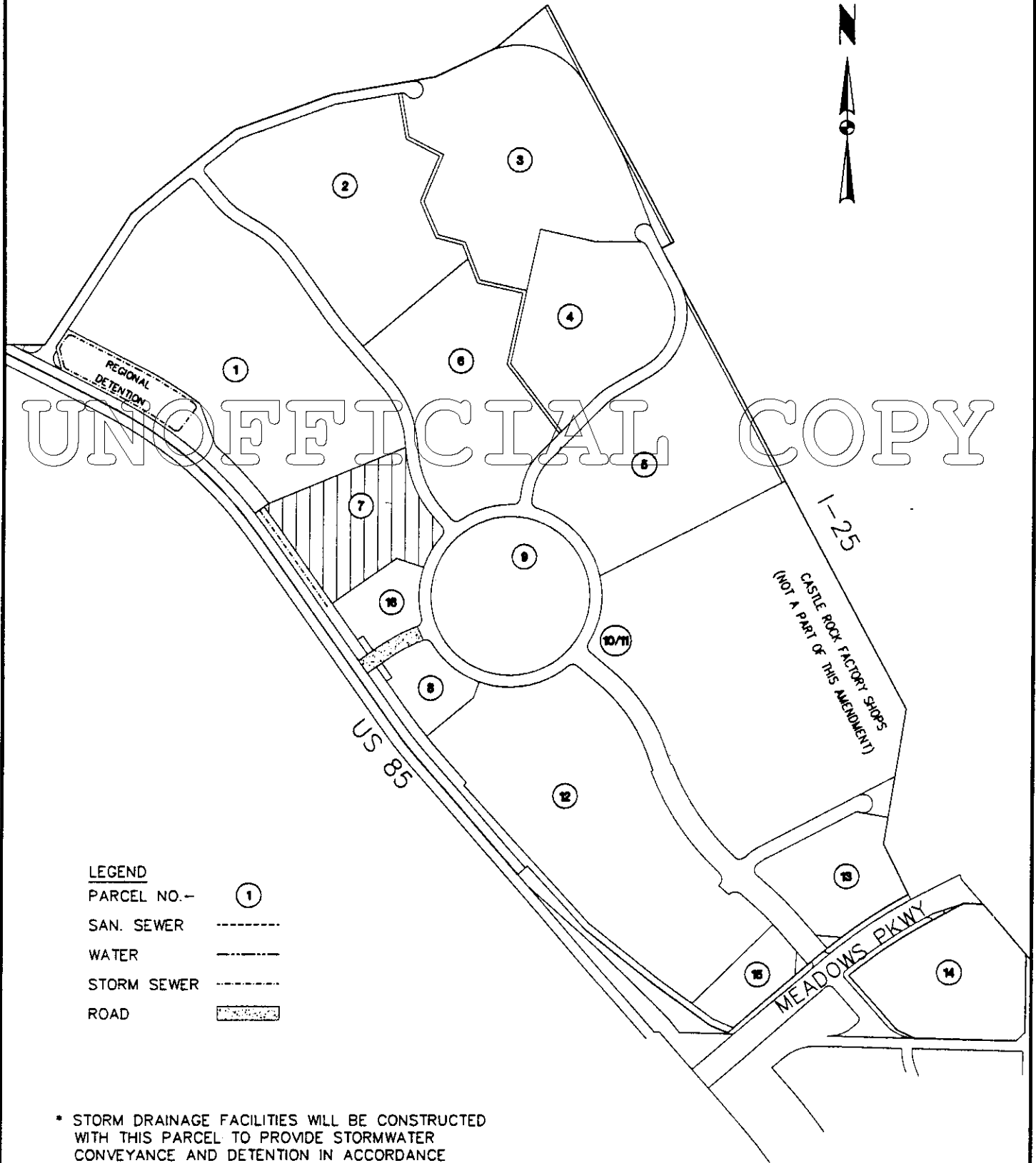


TST INC. OF DENVER
Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 7**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



LEGEND	
PARCEL NO. -	①
SAN. SEWER	----
WATER	----
STORM SEWER	----
ROAD	▨

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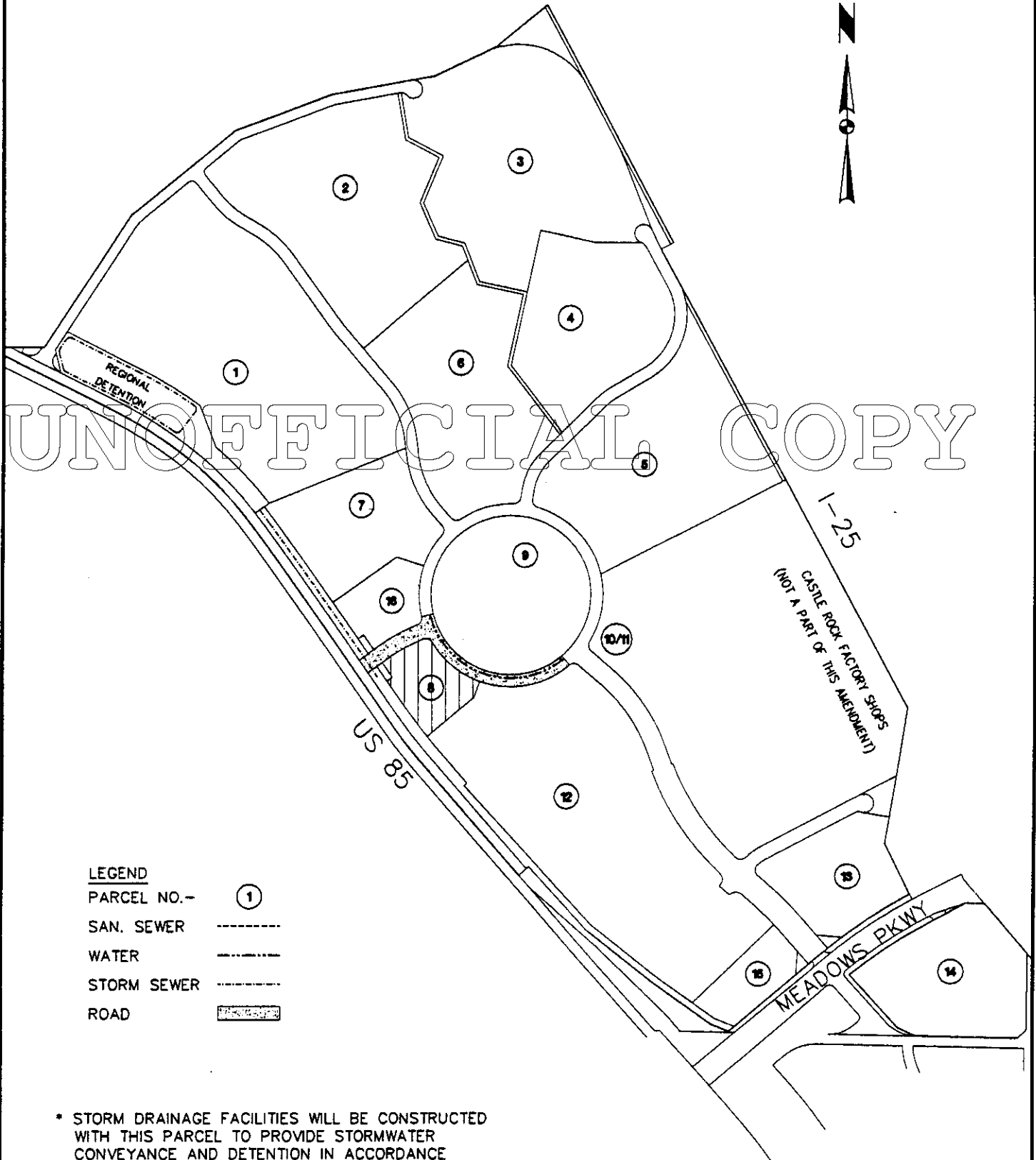


TST INC. OF DENVER
Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 8**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



LEGEND	
PARCEL NO.-	①
SAN. SEWER	-----
WATER	-----
STORM SEWER	-----
ROAD	▨▨▨▨▨

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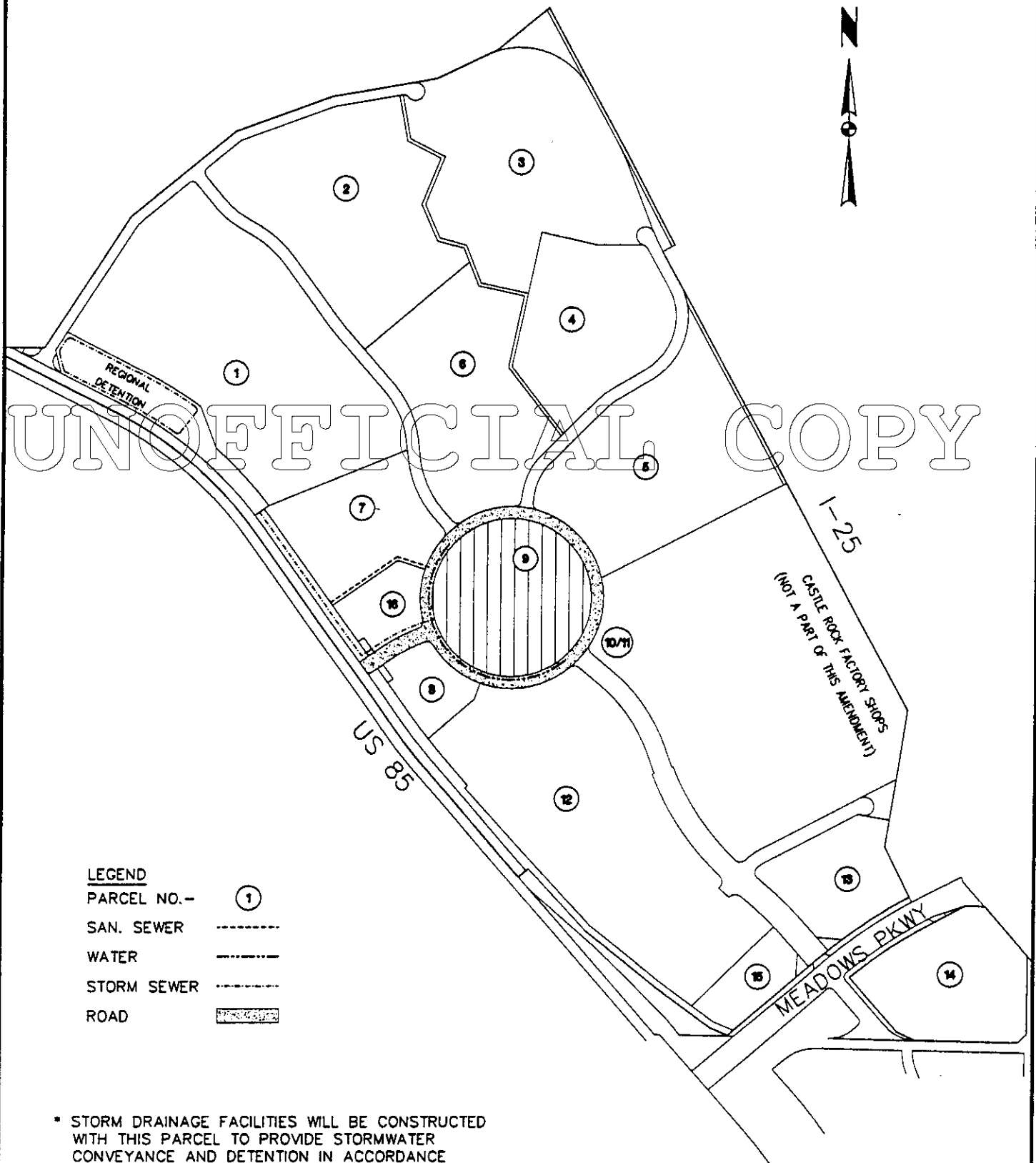


TST INC. OF DENVER
Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 9**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



LEGEND

PARCEL NO. -	①
SAN. SEWER	-----
WATER	-----
STORM SEWER	-----
ROAD	▨

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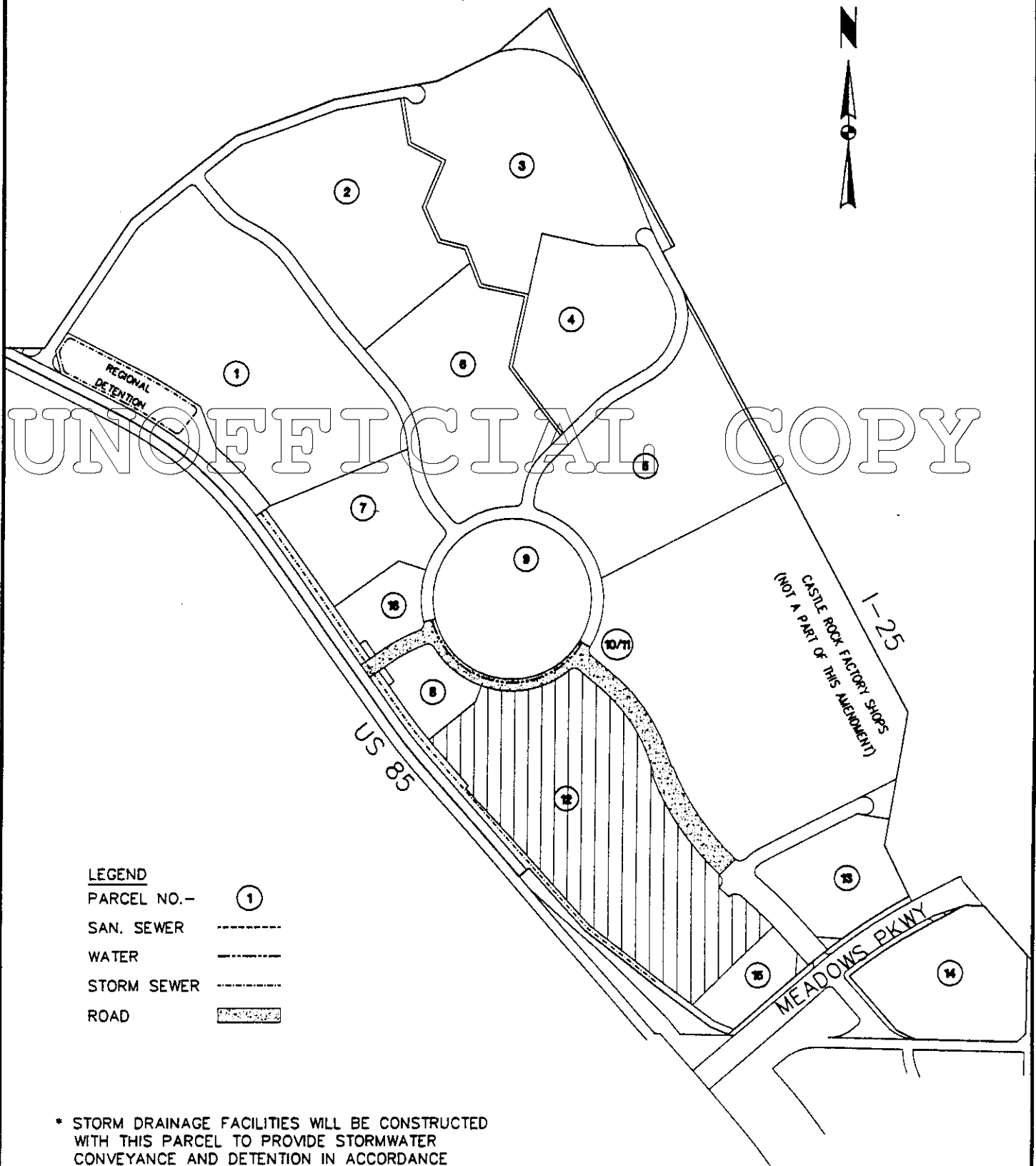


TST INC. OF DENVER
Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 12.**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



LEGEND

PARCEL NO.-	①
SAN. SEWER	----
WATER	----
STORM SEWER	----
ROAD	▨

- * 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.
- * LANDSCAPE AND SIDEWALK ADJACENT TO DETENTION POND TO BE CONSTRUCTED ALONG U.S. 85 WITH DETENTION POND EXPANSION.

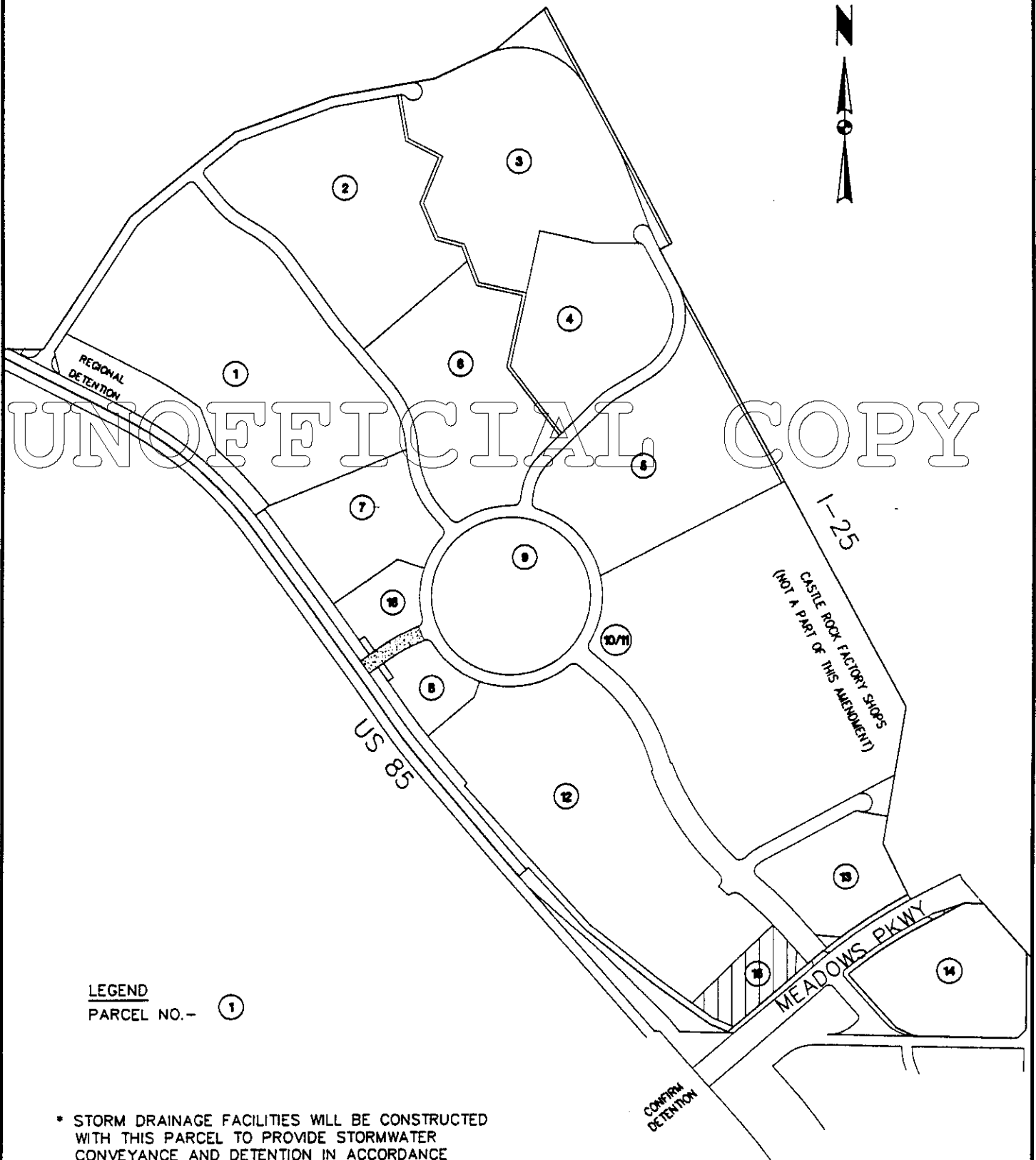


TST INC. OF DENVER
Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 15**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



LEGEND
PARCEL NO. - ①

- * 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.

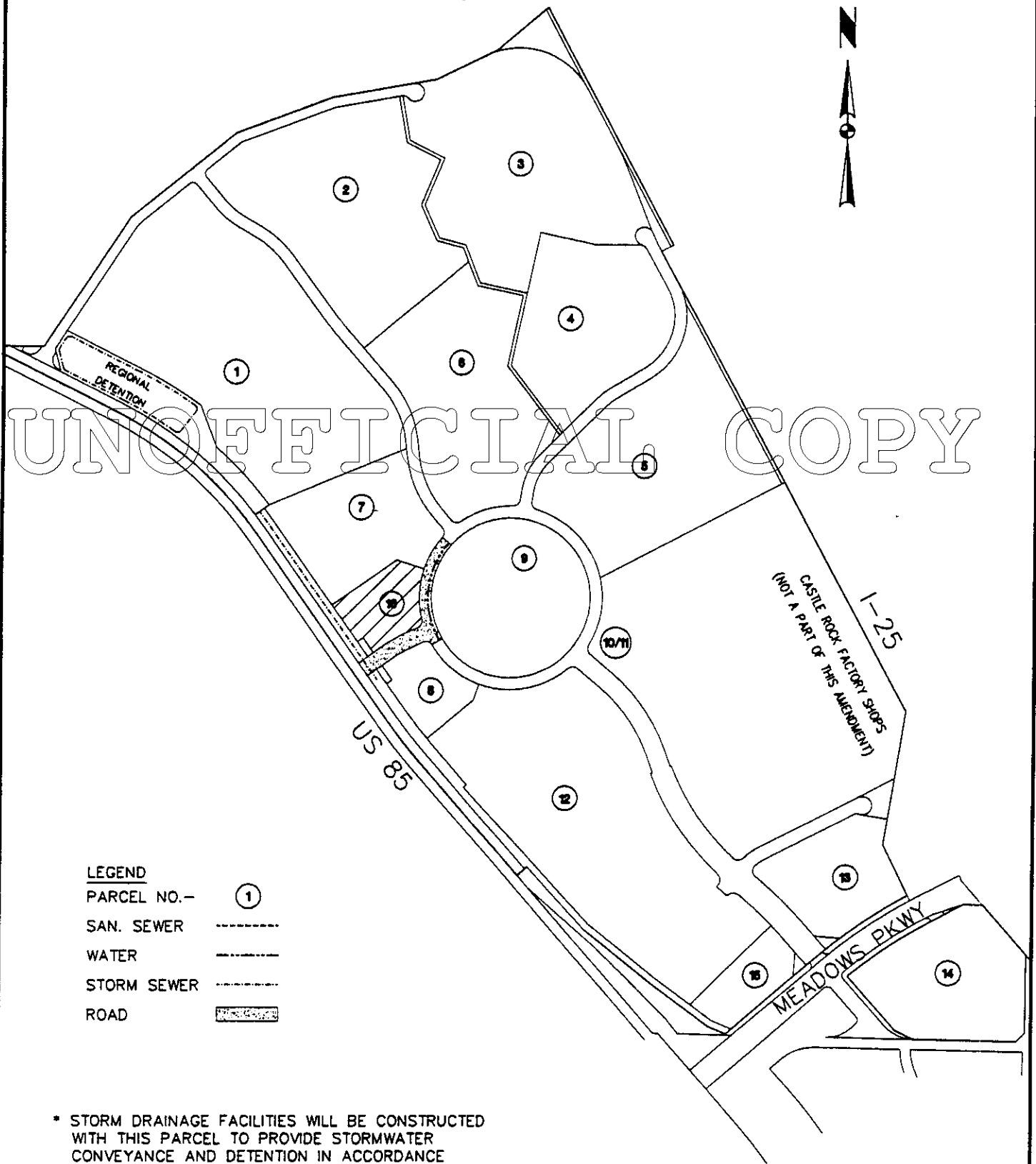


TST INC. OF DENVER
Consulting Engineers

**EXHIBIT C-2
CASTLE PINES COMMERCIAL PD
FACILITIES PHASING
PARCEL 16**

DESIGN DATE
NOV. 7, 1994

REVISED:
AUGUST 2000



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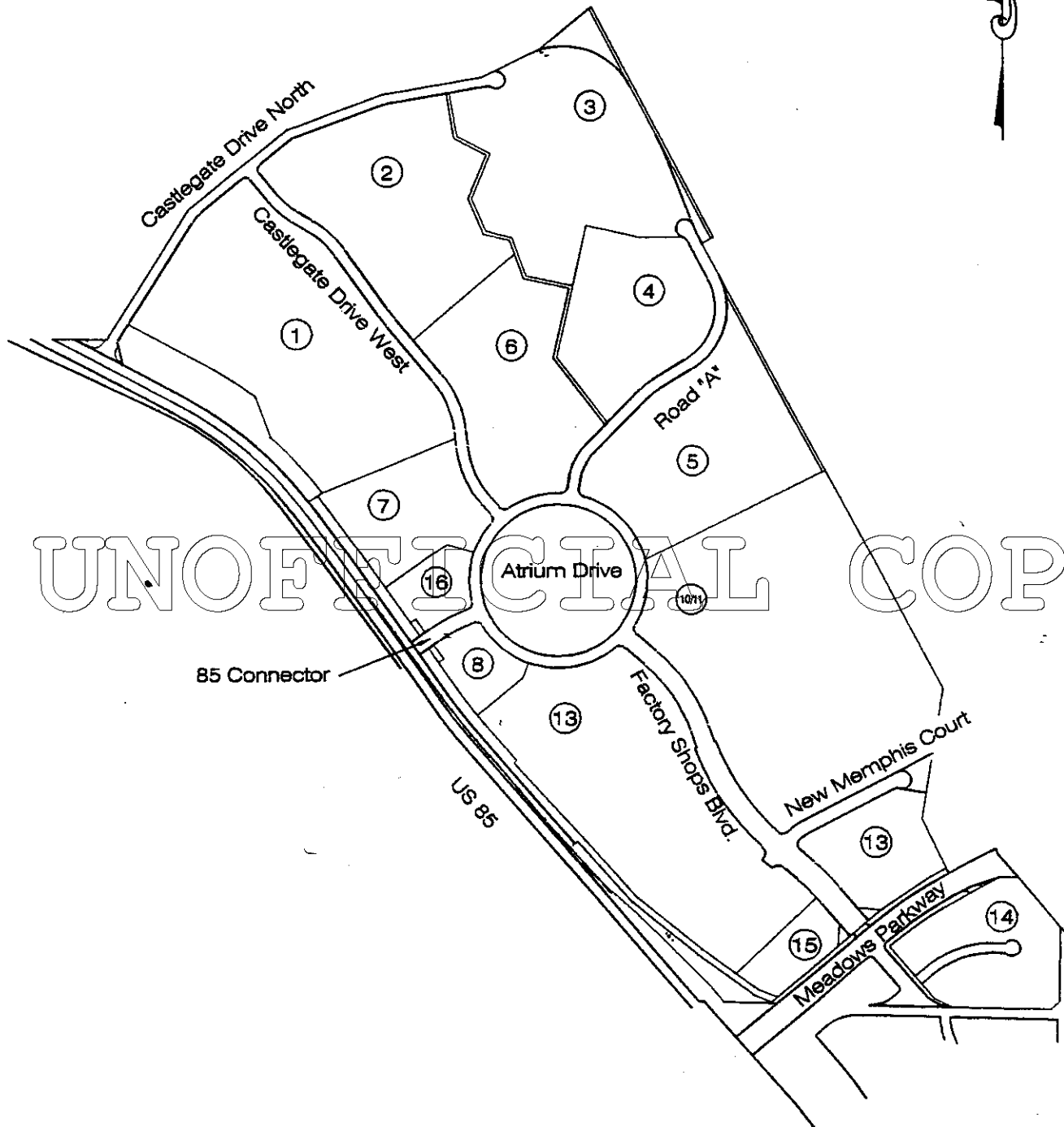
LEGEND	
PARCEL NO. -	①
SAN. SEWER	-----
WATER	-----
STORM SEWER	-----
ROAD	▨▨▨▨▨

- * STORM DRAINAGE FACILITIES WILL BE CONSTRUCTED WITH THIS PARCEL TO PROVIDE STORMWATER CONVEYANCE AND DETENTION IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY.
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TST INC. OF DENVER
Consulting Engineers

CASTLE PINES COMMERCIAL ROAD
FACILITIES PHASING



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