

4

**HANGMAN'S GULCH ANNEXATION AND
DEVELOPMENT AGREEMENT**

DATE: January 21, 2014.

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

ADAM B. SCOTT, KYLE A. SCOTT and EDWARD D. SCOTT,
2034 Liggett Road, Castle Rock, Colorado 80104 (collectively,
"Owner").

Mortgagee: **Key Bank National Association**, as its interest may appear

UNOFFICIAL COPY

RECITALS:

A. The parties have determined that it is in their mutual interest to enter into an agreement governing the development of the property described in the attached **Exhibit 1** ("Property") in conjunction with the annexation and zoning of the Property.

B. The parties acknowledge that this Agreement contains reasonable conditions and requirements to be imposed upon the development of the Property, and that these restrictions are imposed to protect and enhance the public health, safety and welfare.

C. Mortgagee is a party to this Agreement solely for the purpose of subordinating its lien and interest in the Property to the terms and conditions of this Agreement.

COVENANTS:

THEREFORE, in consideration of these mutual promises, the parties agree and covenant as follows:

**ARTICLE I
DEFINITIONS**

1.01 Defined Terms. Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

Agreement: this Hangman's Gulch Annexation and Development Agreement and any amendments to this Agreement.

Charter: the Home Rule Charter of the Town, as amended.

Code: the Castle Rock Municipal Code, as amended.

Development Exactions: the fees and charges imposed by Town under the Town Regulations on development and construction, including System Development Fees.

Facilities: the infrastructure prescribed by Town Regulations necessary to furnish Municipal Services and Public Utilities to the Property, including the infrastructure required to extend or connect the Facilities to complimentary infrastructure off-site of the Property.

Municipal Services: police and fire protection, water, wastewater, storm water drainage, street maintenance, general administrative services including Code enforcement and any other service provided by Town within the municipality.

Owner: the person(s) in title to any portion of the Property, according to the records of the Douglas County Clerk and Recorder, and their successors and/or assigns from time to time. The use of the singular "Owner" shall refer to all Owners of the Property, unless the context of the Agreement otherwise limits the reference. As of the date of execution of this Agreement, the Owner of the Property is Adam B. Scott, Kyle A. Scott and Edward D. Scott.

Plans: the plans, documents, drawings and specifications prepared by or for Owner for the construction, installation or acquisition of the Facilities, as approved by the Town.

Plat: a subdivision plat of all or a portion of the Property.

Property: the property more particularly described in the attached *Exhibit 1*.

Public Utilities: the infrastructure necessary to extend services (other than Municipal Services) to the Property, which are provided by a public or quasi-public utilities including natural gas, electricity and cable television.

Records: the public records of the Clerk and Recorder of Douglas County, Colorado.

System Development Fees: the capital recovery charges for water, wastewater plant and renewable water resources imposed under the Code.

Town Regulations: the Charter, ordinances, resolutions, and administrative regulations of the Town, including the Code, and other provisions of all

UNOFFICIAL COPY

zoning, subdivision and building codes, as the same may be amended from time to time.

Water Rights: the right to withdraw and use the Denver Basin groundwater underlying the Property as adjudicated in Case No. 98CW375, Water Division.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

1.02 Cross-reference. Any reference to a section or article number, without further description, shall mean such section or article in the Agreement.

ARTICLE II APPLICATION AND EFFECT

2.01 Binding Effect. The Agreement shall apply to the Property and its covenants shall be binding upon the successors and assigns of the parties in the same manner and to the same effect as if such successors were signatories to the Agreement. The parties acknowledge that the Property is both benefited and burdened by the mutual covenants of the Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property.

2.02 Owner Responsibility. The Owner of the Property upon which development approval is requested shall have the ultimate responsibility for performance of the covenants and obligations assumed by Owner under this Agreement. However, Town shall accept performance of the covenants of the Agreement from a developer on behalf of the Owner, unless such performance requires the conveyance, encumbrance or security of the Owner's interest in the Property, in which event the express consent or joinder of the Owner shall be required.

2.03 Town Regulations. Town Regulations shall apply to the Property in the same manner and effect as within other areas of the municipality. Unless expressly stated to the contrary in the Agreement, the Agreement shall not in any manner restrict or impair the lawful exercise by the governing body of the Town of its legislative or police powers as applied to the Property, including specifically the amendment, modification or addition to the Town Regulations, subsequent to the execution of the Agreement.

When the Agreement calls for compliance with the Town Regulations, the operative Town Regulations in effect at the time such compliance is required shall govern unless the provisions of this Agreement expressly provide to the contrary.

ARTICLE III GENERAL OBLIGATIONS

3.01 Municipal Services. Town shall provide the Property with Municipal Services at an equivalent service level as provided elsewhere within its municipal boundaries. Town reserves the right to contract with other governmental or private entities for delivery of Municipal Services to the Property, provided such service level is comparable to that provided by the Town in its proprietary capacity. The respective obligations of the parties for development of infrastructure necessary for provision of the Municipal Services to the Property are addressed in Article V.

3.02 Permitted Development. The development of the Property shall be in accordance with this Agreement, Town Regulations and land use approvals, including the contemporaneous zoning of the Property to General Industrial (I-2) and applicable state and federal law and regulations. Subject to the further provisions of Article V, Town shall allow and permit the development of the Property as entitled upon payment of fees, exactions and charges imposed by the Town Regulations, including Development Exactions, and compliance with conditions precedent to permitting imposed by the Agreement or Town Regulations. Town shall coordinate with Owner in any filings or applications before other governmental jurisdictions necessary for Owner to fulfill its obligations under this Agreement. Notwithstanding the foregoing, the parties agree that until the development pursuant to the I-2 zoning occurs, existing agricultural use on the Property may continue in accordance with Sections 17.16.040 through 17.16.080 of the Code. For the purpose of this Agreement, "Existing Agricultural Uses" shall mean and refer to animal and plant husbandry uses, including keeping of cattle, horses, and chickens and the cultivation of crops, whether irrigated or not; the use of the irrigation well as further described in Section 4.8 and the use of all improvements, including but not limited to the house, barn and other out-buildings for agricultural and accessory uses.

3.03 Design Guidelines. Development of the Property and construction of all structures on the Property shall comply with certain building and design guidelines

attached as **Exhibit 2** ("Design Guidelines"). Owner shall incorporate the Design Guidelines into any CC&R's established for the Property.

3.04 Zoning Restrictions. As a material inducement for the Town to grant the Property the zoning classification of I-2 General Industrial, Owner has agreed to certain limitations and restrictions on uses and development standards which would otherwise apply in the I-2 Zoning District. Those limitations and restrictions are contained in Section 1 of Ordinance 2014-02 which reads as follows:

I-2 General Industrial Zoning Classification. *The property described in the attached Exhibit 1 (Property), concurrently annexed to the Town as the Hangman's Gulch Annexation, is rezoned to I-2 General Industrial, subject to the following conditions and restrictions:*

UNOFFICIAL COPY

- A. **Additional Prohibited Uses.** *"Recycling center and salvage" and "Asphalt/concrete plant," as those uses are defined and interpreted under the I-2 Zoning District regulations are prohibited on the Property. "Storage Yards" are prohibited within 200 feet of the existing I-25 right of way.*
- B. **Additional Uses by Special Review.** *"Towing and storage of inoperable vehicles, small scale" as that use is defined and interpreted under the I-2 Zoning District regulations, is not a permitted use but is allowed only by Use by Special Review in accordance with the applicable process and criteria in the Castle Rock Municipal Code.*
- C. **Additional Use Setback.** *Any portion of accessory outdoor storage uses located within 200 feet of the existing I-25 right of way shall be screened by locating the primary use or building closest to the I-25 right of way.*

Owner acknowledges and accepts such limitations and restrictions, and further Owner shall provide notice of such limitations and restrictions in any contract for the sale of any portion of the Property.

3.05 Disconnection from Fire District. Pursuant to the agreement between the Town and the Castle Rock Fire Protection District ("Fire District") dated September 15, 2009 ("CRFPD Agreement"), ordinances annexing territory to the Town within the boundaries of the Fire District to the Town are required to recite that all such annexed territory be excluded from the Fire District. In compliance with the terms of the CRFPD Agreement, Town shall file a Motion for Exclusion of Property

along with certified copy of the Annexation Ordinance with the District Court in Case No. 80CV209, and upon receipt of an Order of Exclusion, record a such Order in the Records.

UNOFFICIAL COPY

ARTICLE IV WATER RIGHTS

4.01 Requirement. It is the obligation of Owner to convey to Town the Water Rights (together with additional water resources, if needed in accordance with this Agreement) to support Town's obligation to provide a municipal water supply to the Property. Town shall have no obligation to issue land use approvals for additional development on the Property unless Owner is in compliance with the provisions of this Article IV.

4.02 Conveyance. Concurrently with recordation of this Agreement, Owner shall convey to Town by special warranty deed marketable title to the Water Rights, free and clear of all liens and encumbrances. The conveyance of the Water Rights shall transfer to Town the right to use, reuse, lease or sell the water withdrawn under the Water Rights. As a condition to recordation of this Agreement, Owner, at its expense, shall furnish an opinion of its legal counsel that Owner has good and marketable title to the Water Rights. Post-conveyance, Owner shall execute such further reasonable and additional instruments of conveyance and other documents which Town reasonably determines necessary to grant to the Town the exclusive ownership, management and control of the Water Rights. Should it subsequently be determined that marketable title to any portion of the Water Rights did not vest in Town with the conveyance, the Water Credit established in 4.03 shall be reduced accordingly.

4.03 Water Credit. With conveyance of the Water Rights, a credit shall be established against the Town's water dedication requirements for the benefit of the Property in accordance with the Town Regulations in effect as of the date of this Agreement (Water Credit). The SFE entitlement in the Water Bank (as defined in 4.05) shall not be affected by changes in the conversion rate of Water Rights into SFE that the Town may implement through modifications to the Town Regulations after the date of this Agreement, including any future changes in the current non-renewable dedication requirement under the Town Regulations.

The Water Credit is expressed in single-family equivalent. An SFE is the measure of average annual wholesale water production that must be developed to meet the imputed demand from a single-family residence under the Town Regulations. Consequently, 1 SFE of Water Credit represents that the holder has

satisfied the Town's water dedication requirement for one single-family residence or the equivalent demand attributable to multi-family, commercial or irrigation uses under the Town Regulations.

4.04 Application of Water Credit. The Water Credit established under 4.03 shall be reduced (i.e. applied) at the time of Site Development Plan approval or at building/irrigation permit issuance for those uses not accounted for at the time of Site Development Plan approval.

4.05 Water Bank. In order to properly account for the Water Credit, Town shall administratively maintain an account designated the Scott Family Water Bank (Water Bank). The Water Bank shall periodically be debited or credited in accordance with this Article IV. The Water Bank shall be formatted as follows:

UNOFFICIAL COPY

SCOTT FAMILY WATER BANK					
Entry	Date Recorded	Recording Info	SFE Demand	SFE Supply	Net
Deed to Water Rights	11/30/2012	2012091458		3	
Deed to Water Rights				71	74
Final Plat			Y		74-Y

With any entry made by the Town, the Owner of the Water Bank (see 4.06) shall receive notification in writing, and any objection not resolved to the satisfaction of the Owner at the administrative level shall be referred to a mutually acceptable independent water engineer whose determination made in accordance with this Agreement shall be final and binding.

4.06 Ownership and Transfer of Water Credit. The Water Credit shall be applied in accordance with this Agreement on a "first-come, first-served" basis to approved development within the Property on a per unit basis, unless the Owner(s) direct the Town in writing to allocate a certain portion of the Water Credit for use on a specific portion of the Property (Allocated Water Credit). In the event of such allocation, the Allocated Water Credit may be used exclusively for the designated portion of the Property. The Allocated Water Credit may be transferred only after it is determined that the Allocated Water Credit exceeds the demand for the designated portion of the

Property, in which event the Owner may reallocate the surplus for use on portions of the Property. Owner may grant a security interest in the Water Credit to a creditor, provided that such creditor's use of the Water Credit upon foreclosure of the security interest shall be subject to all rights, conditions and restrictions contained in Article IV.

After Town and Owner have agreed that full development has occurred and the total water demand for the Property has been determined, the Water Credit has been applied or allocated to meet such demand, and a surplus remains in the Water Bank, the Water Credit may be used by Owner on any property that it owns (now or in the future) within the municipal limits of the Town of Castle Rock ("Benefitted Property") to be used to offset the water dedication requirements imposed under the Town regulations on the Benefitted Property. The Water Credit may not be assigned for use on properties other than the Benefitted Property.

UNOFFICIAL COPY

4.07 Required Water Sources. If the Water Bank is exhausted prior to full development of the Property as determined by this Article IV, the Owner shall be required to provide additional water resources or pay to Town cash-in-lieu of water rights in accordance with (and is so authorized by) the Town Regulations.

4.08 Irrigation Well. Owner shall be allowed to continue to utilize existing wells for irrigation uses on the Property. The wells are located in the Upper Dawson aquifer and are located in the S 1/2 of the SW 1/4 of Section 35, T7S, R67W of the 6th PM. At the time Owner ceases to utilize the well(s), Owner shall cause the any and all well(s) on the Property to be abandoned in accordance with all State requirements. Such abandonment shall be at no cost to Town.

**ARTICLE V
FACILITIES DEVELOPMENT**

5.01 Responsibility. Except for the Facilities the Town is obligated to develop under the Town Regulations in consideration of the Development Exactions, or Facilities that are oversized at the direction of the Town development of the Facilities shall be the exclusive obligation of Owner, and Owner shall bear the cost of planning, design, construction and financing of the Facilities and all other related and incidental activities, except as otherwise provided in this Agreement. The property interests necessary for the Town to maintain the Facilities shall be conveyed or dedicated to Town in accordance with the Town Regulations and at no

cost to Town. The Facilities shall be developed in strict accordance with Town Regulations, this Agreement and the applicable SIA, as defined below, and Plat. Owner's construction of the Facilities shall not relieve it of the obligation to pay in full applicable Development Exactions, unless expressly authorized in the Town Regulations, this Agreement or the SIA. Upon dedication of Facilities by Owner and acceptance by Town, Town shall have the exclusive management and control of the Facilities.

5.02 Cooperation in Facilities Development. Town and Owner shall cooperate in obtaining necessary permits and approvals required by other governmental agencies in order to develop Facilities. Town shall apply for any such permits or approvals in its name or in the joint names of the Town and Owner, if so required by the governmental agencies.

5.03 Facilities Surety. Owner shall post surety in accordance with Town Regulations to assure the completion and warranty of Facilities to be constructed.

5.04 Subdivision Improvements Agreement. The Town Regulations require that a subdivider enter into a Subdivision Improvements Agreement ("SIA") at the time of approval of a Plat. The SIA addresses with greater specificity the Facilities to be constructed to serve the Plat as well as other site specific provisions, including but not limited to cash-in-lieu payments.

5.05 Off-site Facilities. Owner shall be obligated to acquire the necessary easement or fee interest (as required by Town) from adjacent properties necessary to develop any off-site Facilities to serve the Property as identified in subsequent platting requiring the acquisition of necessary fee interest or easement. In the event Owner is unable to acquire such property interests, Town shall make best efforts to exercise its powers of eminent domain to condemn the necessary property, provided Owner has furnished Town with appropriate assurances and financial guarantees to cover the costs of such acquisitions. Owner shall have the right to utilize any current rights of way or easements owned or controlled by Town as necessary to construct the off-site Facilities and develop the Property, subject to compliance with applicable Town Regulations, and Town shall cooperate with Owner in obtaining the cooperation and consent of any other governmental entities to utilize any applicable rights of way held or controlled by another governmental entity. In addition, in the event that the Facilities to be constructed are oversized at the Town's request, and such oversizing benefits other

properties not yet within the Town's municipal boundaries, the Town shall make best efforts to obtain reimbursement for such oversizing costs from such benefited property at the time such property annexes to the Town.

5.06 Oversizing of Facilities. In the event the Town requests Owner to construct Facilities that are sized (i) to serve areas within the Town other than the Property, and (ii) of a greater capacity than required under the Town Regulations, the incremental construction cost of the additional Facility capacity required by the Town, together with the incremental engineering and design costs incurred by Owner as a result of Town's election to oversize such Facilities shall be paid by Town. Prior to the construction of any oversized Facility, Owner shall secure written bids from no less than two (2) contractors for the construction or installation of such Facility, and the bids shall be submitted to Town for its review and approval prior to the construction of such Facility. Should Town fail to approve or disapprove any bid in writing within fifteen (15) days of submittal, Owner may proceed with the bid that it deems most appropriate under the circumstances. Should Town reject the bids for good cause, Owner shall re-bid the Facility construction and resubmit the bids to Town pursuant to this Section 5.06. Town shall pay its portion of the cost of design and construction of such oversized Facility concurrently with the payment of such obligation by Owner under the terms of the applicable design and construction contracts.

ARTICLE VI TRANSPORTATION AND UTILITIES

6.01 Liggett Road Improvements.

A. Owner shall convey to Town the necessary right-of-way for the expansion of Liggett Road to a two-lane arterial as identified on the attached **Exhibit 3** ("ROW Expansion Area"). With each Plat that abuts or encompasses the existing Liggett Road right of way, that portion of the ROW Expansion Area adjacent to or contained within such Plat shall be designated as a tract on the subject Plat and such tract shall be conveyed to Town, at no cost to Town, concurrently with and as a condition to recordation of such Plat. However, irrespective of the status of platting of the Property, in the event of the imminent construction of the Liggett Road expansion, Owner shall convey any remaining portion of the ROW Expansion Area to Town, at no cost to Town within 60 days notice from Town stating the Town or others have commenced the design of the Liggett Road expansion. All conveyences shall be in the same manner as Public Land Conveyances set forth in Section 7.03, below.

B. Unless previously constructed, Owner shall construct the expansion of Liggett Road fronting a Plat in conjunction with the construction of the public improvements associated with such Plat, unless the Town elects for Owner to pay cash-in-lieu of construction. In the latter event, such cash-in-lieu payment shall be made concurrently with and as a condition to recordation of such Plat. If a Plat is adjacent to only one side of Liggett Road, then construction of those Liggett Road Improvements abutting such Plat shall be constructed (or equivalent cash-in-lieu paid). "Liggett Road Improvements" include, but are not limited to pavement, median, curb, streetscape, curb and gutter, storm sewer improvements, detached sidewalk and street lighting. Such improvements shall be consistent with the Town's 2-lane Minor Arterial street cross section pursuant to approved criteria at the time of design.

C. In the event Town has constructed the Liggett Road Improvements prior to approval of a Plat which abuts Liggett Road, Owner shall reimburse Town for the pro rata share of the Town's design and construction costs for that portion of the Liggett Road Improvements abutting such Plat. Such payment to Town shall be a condition to recordation of the subject Plat.

UNOFFICIAL COPY

6.02 Channel Stabilization. Owner will be required to design and construct the necessary major drainageway systems and stabilization improvements on the Property, in accordance with the Master Drainage Plans, or as required by Town Regulations, at the time of development on the Property. Drainageway stabilization within or adjacent to any development on the Property must be addressed in the overall stormwater management plan for the Property.

6.03 Wastewater Development Fee Credit. The Town agrees to make wastewater service available to the Owner for the full development of the Property upon the same terms and conditions as in effect throughout the Town. Notwithstanding the foregoing, Owner shall be given a twenty percent (20%) discount on the first 2 SFE of wastewater service to the Property consistent with the letter dated October 16, 1987 and attached as *Exhibit 4*.

**ARTICLE VII
PUBLIC LAND AND FACILITIES**

7.01 Required Dedication. Concurrently with recordation of each Plat on the Property, Owner shall pay to Town cash-in-lieu of land dedication .

7.02 Private Open Space Credit. Owner has previously conveyed certain property to the Town for the Hangman's Gulch Trail. In accordance with the Contract for Purchase and Sale between Town and Owner dated November 27,

2013 for the trail property, Owner was given a 2-acre credit to be used toward the private open space dedication requirement on the Property or the Benefitted Property (as defined in 4.06, above). Such credit may be applied to meet the private open space dedication requirement for the Property or the Benefitted Property.

7.03 Conveyance. All Public Lands shall be conveyed to Town by special warranty deed, subject to matters of record but free and clear of liens, or other title impediments that would preclude Town from utilizing the property for its intended purposes, as reasonably determined by Town. Unless otherwise provided in the Town Regulations to the contrary, the grantor shall furnish the Town with an ALTA form policy of title insurance, issued by a title company licensed to do business in the State of Colorado, and which insures the Town's title amount of \$10,000 per acre of the subject parcel.

7.04 Environmental Conditions. Prior to conveyance of Public Lands designated for parks, open space or Facilities development (but excluding street rights of way and utility easements), Owner shall furnish Town with a Phase 1 environmental audit of the subject property. Town will not require any additional environmental testing or reports prior to acceptance of such Public Lands, unless adverse environmental conditions are disclosed in the environmental audit, in which event Town may require Owner to perform additional inspection and testing, and if warranted, as reasonably determined by Town, completion of necessary remedial measures related to Town's intended use of such portion of the Public Lands affected by such adverse environmental condition, prior to conveyance to and acceptance by Town of such Public Lands.

7.05 Exclusion of Covenants. Owner shall exclude all Public Lands from application and effect of restrictive covenants, which may otherwise be imposed on the Property. If any Public Lands are inadvertently made subject to such covenants, this Agreement shall constitute the irrevocable consent of the Owner and the Board of Directors of any homeowners association to the exclusion of the Public Lands from the application of such covenants. However, prior to constructing or placing any structures on Public Lands, Town shall give Owner and the applicable homeowner's association a reasonable opportunity to review and comment on the design and plans for any such improvements, but Town shall retain the ultimate authority to determine what improvements are placed on Public Lands.

7.06 Street Landscape Maintenance. Owner shall have the responsibility for the maintenance of landscaping within any public street right-of-way dedicated to the Town, including water, irrigation system, features, plantings, etc., for the landscaping between the right-of-way and street curbing, as well as within street medians. Such maintenance shall be at the sole expense of Owner and to the standard for maintenance established by Town for similar Facilities. Owner's maintenance obligation includes procurement of water services from the Town and payment of applicable water service charges under the Town Regulations. Owner may delegate its maintenance obligation to a community association or District.

ARTICLE VIII
DEFAULT, REMEDIES AND DISCONNECTION

UNOFFICIAL COPY

8.01 Event of Default. Failure of Town or Owner to perform any covenant, agreement, obligation or provision of this Agreement, shall constitute an event of default under this Agreement.

8.02 Remedies. In addition to specific remedies provided elsewhere in the Agreement (including Town's right to withhold development approvals), upon default, the non-defaulting party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under the Agreement, or to collect the monies then due and thereafter to become due. In any such legal action, the prevailing party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other party.

8.03 Default Notice. In the event either party alleges that the other is in default, the non-defaulting party shall first notify the defaulting party in writing of such default, and specify the exact nature of the default in such notice. The defaulting party shall have twenty (20) business days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder, provided that (i) such default is capable of being cured; (ii) the defaulting party has commenced such cure within said 20-day period; (iii) the defaulting party diligently prosecutes such cure to completion. If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within such period by the defaulting party and thereafter diligently pursued.

**ARTICLE IX
GENERAL PROVISIONS**

9.01 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

9.02 Amendment. 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 signatories or their respective representatives, heirs, successors or assigns.

9.03 Costs. Owner agrees to pay all costs of preparing the annexation map and other required materials pursuant to the Town Regulations and state statutes, provided however, that to the extent Town requires Owner to include rights-of-way not necessary for the contiguity purposes on the annexation map, the Town reimburse Owner \$300 at the time of approval of the annexation for its pro-rata share of the cost of including such additional property on the annexation map.

9.04 TABOR. Any financial obligation of the Town under this Agreement which may mature in a future fiscal year is subject to appropriation by the Town Council of sufficient funds to meet such obligation. Consequently, this Agreement does not create a multiple fiscal year obligation of the Town under Article X, Section 20 of the Colorado Constitution.

9.05 Notice. The addresses of the parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement are deemed to have been given when delivered to the other parties or three (3) days following the date the same is deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, addressed to the other parties at the addresses noted: or such address as is subsequently endorsed in writing, or in the event of transfer of the Property to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

TOWN: Town Attorney
 Town of Castle Rock
 100 Wilcox Street
 Castle Rock, CO 80104

OWNER: Adam A. Scott
Kyle B. Scott
Edward D. Scott
2034 Liggett Road
Castle Rock, CO 80104

9.06 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

9.07 Conflicts. If the terms and provisions of this Agreement are in conflict with any other agreement between the Town and the Owner, the terms of the latest agreement shall control.

9.08 Verification. The Town and the Owner shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Owner under the Agreement or by the terms of any other agreement.

9.09 Attorney's Fees. Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court awards relief to both parties, each will bear its own costs in their entirety.

9.10 Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare
Sally A. Misare, Town Clerk

Paul Donahue
Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz
Robert J. Slentz, Town Attorney

STATE OF COLORADO

COUNTY OF DOUGLAS

UNOFFICIAL COPY

The foregoing instrument was acknowledged before me this 24th day of March, 2014 by Sally A. Misare as Town Clerk and Paul Donahue as Mayor of the Town of Castle Rock.

Witness my official hand and seal.

My commission expires: Aug 4, 2015

Catherine M. Jorgensen
Notary Public

CATHERINE M. JORGENSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: #19954012150
MY COMMISSION EXPIRES: AUGUST 4, 2015

OWNER:

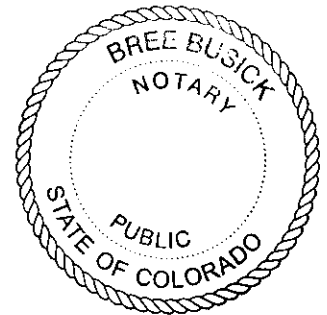
Adam B Scott
Adam B. Scott

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 10th day of March, 2014 by Adam B. Scott, individually.

UNOFFICIAL COPY
Witness my official hand and seal.
My commission expires: 11/01/2015
(SEAL)

Bree Busick
Notary Public

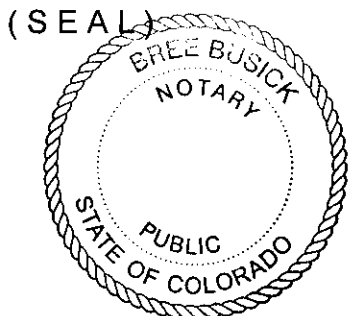


Kyle A Scott
Kyle A. Scott

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 10th day of March, 2014 by Kyle A. Scott, individually.

Witness my official hand and seal.
My commission expires: 11/01/2015



Bree Busick
Notary Public

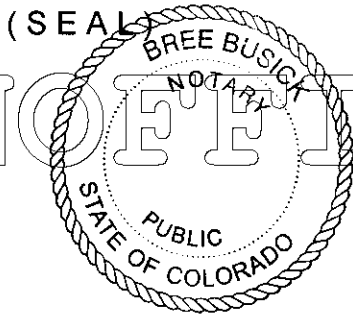
Edward D. Scott
Edward D. Scott

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 10th day
of March, 2014 by Edward D. Scott, individually.

Witness my official hand and seal.
My commission expires: 11/01/2015

Rebecca
Notary Public



UNOFFICIAL COPY

Exhibit 1

ANNEXATION LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN OF DOUGLAS COUNTY, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 35 NORTH 89°09'30" WEST 572.79 TO THE POINT OF BEGINNING;

THENCE SOUTH 7°52'47" EAST 71.87 FEET;

THENCE SOUTH 47°54'38" EAST 72.98 FEET;

THENCE SOUTH 0°29'15" WEST 161.09 FEET;

THENCE SOUTH 4°18'28" WEST 147.12 FEET;

THENCE SOUTH 8°26'39" WEST 302.85 FEET;

THENCE SOUTH 82°55'20" EAST 54.26 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF INTERSTATE 25;

THENCE ALONG SAID RIGHT OF WAY SOUTH 7°04'40" WEST 118.82 FEET;

THENCE ALONG SAID RIGHT OF WAY SOUTH 7°45'40" WEST 362.12 FEET;

THENCE DEPARTING SAID RIGHT OF WAY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 259.60 FEET AND AN ARC LENGTH OF 114.64 FEET, THROUGH A CENTRAL ANGLE OF 25°18'02" AND A CHORD BEARING SOUTH 76°25'32" EAST AND CHORD LENGTH OF 113.70 FEET;

THENCE SOUTH 89°04'34" EAST 160.11 FEET TO A POINT ON THE WESTERN LINE OF THE PARCEL GRANTED TO THE CITY OF CASTLE ROCK BY THE QUITCLAIM DEED IN BOOK 2131 AT PAGE 2380;

THENCE ALONG SAID LINE SOUTH 4°03'23" WEST 100.15 FEET;

THENCE DEPARTING SAID LINE NORTH 89°04'34" WEST 154.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 359.60 AND AN ARC LENGTH OF 126.40, THROUGH A CENTRAL ANGLE OF 20°08'25" AND A CHORD BEARING NORTH 79°00'21" WEST AND A CHORD LENGTH OF 125.75 FEET TO A POINT ON THE WEST RIGHT OF WAY OF INTERSTATE 25;

THENCE ALONG SAID RIGHT OF WAY SOUTH 8°08'40" WEST 253.48 FEET;

THENCE ALONG SAID RIGHT OF WAY SOUTH 5°17'52" WEST 264.32 FEET;

THENCE ALONG SAID RIGHT OF WAY SOUTH 0°34'04" WEST 45.43 FEET TO A POINT OF INTERSECTION WITH THE UNION PACIFIC RAILROAD RIGHT OF WAY;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD NORTH 30°56'37" WEST 493.21 FEET TO THE INTERSECTION WITH THE BOUNDARY OF CASTLE ROCK MARINE FILING NO. 1 (RECEPTION NO. 2009074562);

THENCE ALONG SAID BOUNDARY NORTH 15°18'43" EAST 162.43 FEET;

THENCE ALONG SAID BOUNDARY NORTH 12°48'08" EAST 142.07 FEET;

THENCE ALONG SAID BOUNDARY NORTH 0°06'51" WEST 260.27 FEET;

THENCE ALONG SAID BOUNDARY NORTH 5°41'26" WEST 350.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1880.00 FEET AND AN ARC LENGTH OF 461.16 FEET, THROUGH A CENTRAL ANGLE OF 14°03'16" AND A CHORD BEARING OF NORTH 21°05'46" WEST AND A CHORD LENGTH OF 460.00 FEET;

THENCE ALONG SAID BOUNDARY NORTH 28°07'24" WEST 236.90 FEET;

THENCE ALONG SAID BOUNDARY SOUTH 73°48'33" WEST 588.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE ALONG SAID RIGHT OF WAY NORTH 25°48'45" WEST 99.88 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 35;

THENCE ALONG SAID RIGHT OF WAY NORTH 25°48'45" WEST 1470.35 FEET;

THENCE DEPARTING SAID RIGHT OF WAY SOUTH 89°18'37" EAST 577.71 FEET TO A POINT ON THE WESTERY RIGHT OF WAY OF NORTH LIGGETT ROAD;
THENCE ALONG SAID RIGHT OF WAY NORTH 28°23'31" WEST 1504.33;
THENCE DEPARTING SAID RIGHT OF WAY SOUTH 89°27'39" EAST 68.55 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF NORTH LIGGETT ROAD;
THENCE ALONG SAID RIGHT OF WAY SOUTH 28°23'31" EAST 1504.54 FEET;
THENCE DEPARTING SAID RIGHT OF WAY SOUTH 89°18'37" EAST 1119.75 FEET;
THENCE SOUTH 42°47'09" EAST 18.82 FEET;
THENCE SOUTH 5°25'01" EAST 15.02 FEET;
THENCE SOUTH 5°11'15" EAST 489.61 FEET;
THENCE SOUTH 10°57'34" EAST 362.78 FEET;
THENCE SOUTH 0°05'40" EAST 388.23 FEET;
THENCE SOUTH 52°44'45" WEST 95.70 FEET;
THENCE SOUTH 7°52'47" EAST 1.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,695,639.05 SQUARE FEET OR 61.883 ACRES, MORE OR LESS.

UNOFFICIAL COPY

Exhibit 2

UNOFFICIAL COPY

SCOTT RANCH BUSINESS PARK

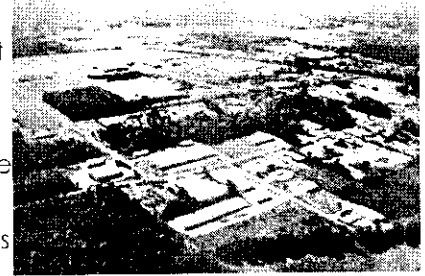
DESIGN GUIDELINES

Prepared For:
Scott Land Development Company, LLC
Attn: Ed Scott

1/14/2014

INTRODUCTION

Scott Land Development Company has established Design Guidelines for the Scott Ranch Business Park to promote an aesthetic environment of the highest quality while preserving the integrity of Interstate I-25 the view corridor. The intent is to provide design direction to future users of the site while offering the Town, residents, and the surrounding community with long term benefits for the proposed development.



The specific purposes for which these Guidelines have been established are as follows:

- To maintain a high quality design aesthetic along the I-25 view corridor.
- To define aesthetic guidelines to be utilized by property owners and/or design professionals for the planning of each property located within the Scott Ranch Business Park.
- To protect the owners, lessees and/or tenants of buildings within the Scott Ranch Business Park against improper and undesirable use of proposed future development.
- To foster the development of high quality improvements for all building sites.

In the event of a conflict between the terms and provisions contained these Guidelines, and the Town of Castle Rocks design standards and requirements, the more restrictive should be deemed controlling.

LANDSCAPE DESIGN

Concept

The overall intent is to create a simple, strong landscape setting, in scale with the buildings, streets and parking areas of site while preserving the naturalistic view corridor along I-25. This result can be achieved through the use of a limited drought tolerant plant palette with skillfully arranged massing of similar plant materials, especially along street frontages and at vehicular entries. The character of landscaping is meant to be informal; however, a limited use of formal planting may, in some cases, be acceptable.



Because a variety of architectural designs are permitted, it is necessary that the landscaping approach be kept consistent in order to maintain overall visual continuity throughout the project. All open unpaved space including, but not limited to, front, side and rear yard setback areas should be planted and landscaped according to an approved plan.

The basic plant materials to provide overall landscape continuity are trees, shrubbery, ground cover and native lawn. As a rule, all trees should be of the minimum size indicated within the Town's approved landscape standards. Plants should be arranged to highlight building entries, soften and provide scale to building masses and site development. All landscape installation within the individual parcels are the responsibility of the parcel owner.

Landscaping for the site is provided within each building area to enhance the aesthetics of development. It should be used to:

- break up the mass of industrial buildings,
- soften architectural materials,
- provide screening of service structures and loading areas,
- enhance the streetscape and entrances,
- define building and parking area entrances,
- provide shade and climate control,
- Provide buffers between land uses or site areas, and
- filter drainage and storm water runoff from parking areas and streets.

Drought tolerant plant species that are native to the region or suitable to this climate should be used. Planting should include:

- perimeter landscaping adjacent to public and private roads,
- perimeter landscaping adjacent to abutting property,
- parking lot landscaping, and
- individual building and loading and service area landscaping.

Guidelines:

Water conservation concepts should be considered in all zones. Generally, the highest intensity of plant material, including variety, concentration, and interest, should be located along the streetscape and the front or entrance to a building or development, while the rear of a property not abutting a public or private street would be in a less intensive zone. In the case where the property is adjacent to the I-25 Interstate ROW, landscaping & berming should be used to create visual interest and buffering.

PARKING LOT LANDSCAPING

Intent: Parking lots are necessary features of building sites which, if not designed properly, can visually detract from the overall development character. Parking lots should be designed to blend with each building site's character using landscape plantings and grading, and should not be readily visible from public streets.

Guidelines:

- Use low, opaque walls and/or flowering plants combined with berming and/or raised planting beds to create a visual buffer of parking areas from peripheral streets or frontages.



UNOFFICIAL COPY

- Lower the grades of parking lots below existing street elevations to aid in obscuring views of automobiles, while promoting views of architectural elements of the structures beyond.
- Utilize landscaped islands and medians to improve the definition of circulation patterns, provide shading for paved areas and break up continuous rows of parking.

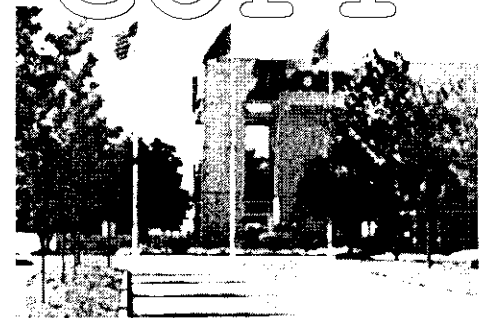


Landscaped Islands

- Provide adequate landscaped islands at the end of every row of parking, equal in length to the parking space.
- In addition to the trees, plant islands with shrubs not exceeding 3 feet in height at maturity.

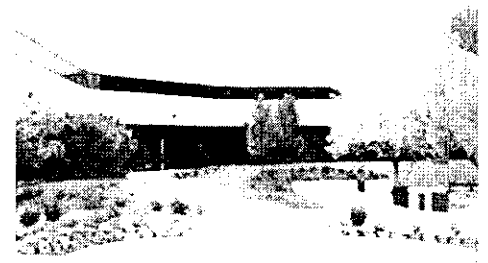
BUILDING SITE LANDSCAPING UNOFFICIAL COPY

Intent: The coordination of landscape design for individual building sites and larger, multi-parcel projects is essential for creating a consistent, high-quality character. A coordinated design unifies the various buildings and strengthens the cohesiveness of the development. Individual landscape treatments for building sites should complement the roadway landscapes and create distinctive settings for buildings.



Guidelines:

- Use landscaping that is the appropriate scale relative to the scale of proposed and adjacent structures.
- Intensify landscaping at building entrances.
- Loading areas should incorporate evergreen trees and shrubs for screening intermixed with deciduous shrubs for seasonal color.
- Provide adequate planting width adjacent to the buildings, with emphasis given to portions of the building visible to the street, or with public entries. These planting areas should contain deciduous trees, appropriate evergreen and deciduous shrubs, perennial flowers, and ground cover.
- Provide additional landscaping around the perimeter of buildings to soften the edge between sidewalks/parking lots and structures.
- Protect landscaping from vehicular and pedestrian encroachments with raised planting surfaces, depressed walks, and/or curbs.



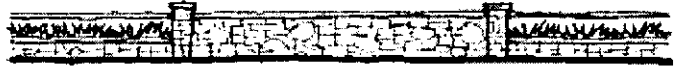
FENCES & WALLS

Intent:

Fences and walls should be decorative and contribute to the visual quality of the project and the overall development. Walls, fences, and landscape materials should be used to screen service areas, loading areas, and outdoor storage areas. When not required for security, screening, or grade transitions, the size of walls and fences should be minimized. When possible, however, fencing should be as inconspicuous as possible and walls should be low.



STAGGERED WALL



WALL AND PLANTERS



WALL WITH BREAKS

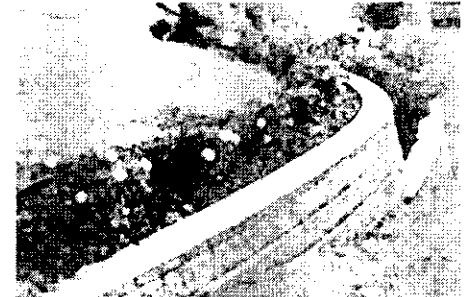
This section of the guidelines should specifically be referenced when mitigating the impacts of small scale towing operations.

Wall and Fence Design and Materials

Fencing and walls should be constructed of materials that are compatible with the adjacent building architecture and complement their appearance..

Guidelines:

- Avoid using retaining walls in excess of 48 inches in height
- Where taller retaining walls are required, provide safety protection in the form of railings, fences or hedges, or create a terrace with two (2) shorter walls.
- Provide landscaping in combination with walls and fences to soften their appearances.
- Chain-link fencing with or without wood slating is discouraged as a screening material.
- Break up long expanses of fences or walls, with periodic columns, insets, landscape pockets or changes in materials.
- Construct walls and fences from durable materials such as stone, brick, or metal with darker finishes (wrought iron or similar), or a combination of these materials.
- Wood fences should be treated for longevity due to climate conditions.
- Concrete walls should be stained or faced with masonry or stone, or score and texture the surface.
- Fence or wall runs greater than 50 linear feet should be articulated with architectural offsets and incorporate landscape pockets.
- Bring berms up to the outside of a screening wall or reduce the grade on the inside to minimize its visibility

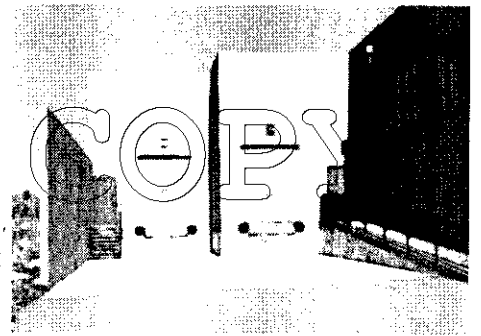


SCREENING

Intent: Each proposed site plan should include adequate screening of meters, transformers, storage and loading and service areas.

Guidelines:

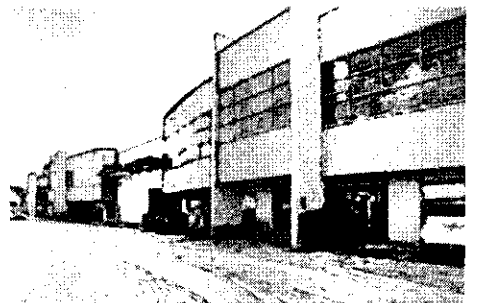
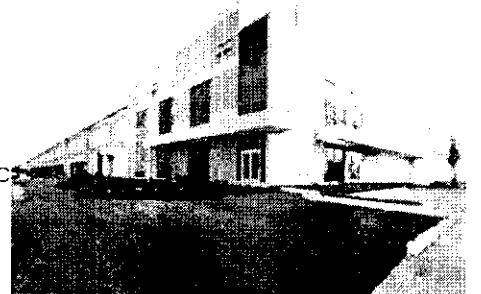
- Within 200 feet of the existing Interstate 25 right of way, accessory outdoor storage uses shall be located on the west side of the primary structure so as to partially screen accessory outdoor storage from the I-25 corridor.
- Where located within a side yard, or visible from street view, screen loading docks and service areas with a minimum of 6-foot high screen wall or fence constructed of the complimenting materials and finishes as the main building.
- Loading docks should avoid facing the I-25 ROW.
- All authorized outside storage areas should be screened using fencing, walls and/or landscape materials and should have adequate setback from the I-25 ROW.
- Screen all utility equipment, including auxiliary power generators, from view with fencing, walls, and/or landscaping.



ARCHITECTURAL GUIDELINES

Architectural design within Hangman's Gulch should seek to add to community character, while providing flexibility to avoid rigid uniformity of design. While a wide variety of design techniques may be utilized, a basic harmony of architecture should be developed to promote the quality and attractiveness of the business environment. All elements including the scale and mass of buildings, materials, colors, roof styles, door and window openings, and details should be responsive to functional architectural design and promote a cohesive design statement. All buildings should strive to be energy efficient to conserve natural resources.

Simple rectangular box-type structures, typically of masonry, or concrete tilt-up materials characterize conventional industrial architecture. These relatively low profile, simple shapes comprise a strong element of continuity throughout a light industrial districts along the front range. Given this premise, it is the variations and fenestration details that provide the needed variety.



Building masses should respond to a human scale with materials and details that are proportionate to human height and provide visual interest depending on the use of the facility. Buildings should be reduced in apparent mass or articulated to avoid large monolithic, box-like shapes.

BUILDING RELATIONSHIPS AND COMPATIBILITY

Intent: Building or portions of buildings within the property should be oriented on site to create a strong relationship to adjacent structures, providing visual continuity, and compatibility within the overall development.

Guidelines:

- Building location should optimize internal efficiencies, especially in multi-building developments, by screening service and loading areas from adjoining public streets and the I-25 Corridor.
- Building location should minimize view impacts of truck parking and loading areas, outside storage areas, ground mounted mechanical equipment, as well as trash and service enclosures from adjoining public streets and The I-25 Corridor

BUILDING HEIGHT

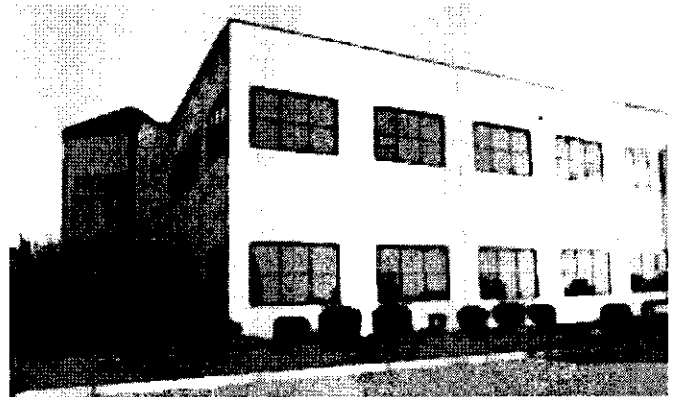
Intent: Building heights should be not be out of scale with existing developments.

Guidelines:

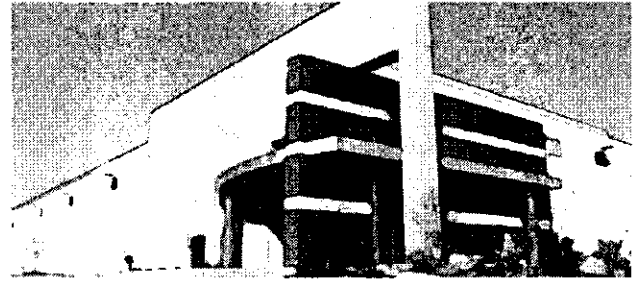
- The height of new development should be compatible with and transition from the height of adjacent development.
- The maximum building height should follow the town's allowed standards of 50' in height maximum. If parapets or architectural projects are necessary and exceed this height, than a variance from the Town should be acquired.

BUILDING MASSING AND FORMS

Intent: Buildings should relate to the terrain and each other in their massing and forms. Square, boxlike structures with large, blank, unarticulated walls surfaces are not an acceptable form. Buildings should respond to the scale of adjacent uses. Buildings should have features and patterns that provide visual interest, which



reduces apparent mass and relate to local architectural character. Higher design consideration should be reflected in architecture that addresses, or is visible from the I-25 corridor.



Guidelines:

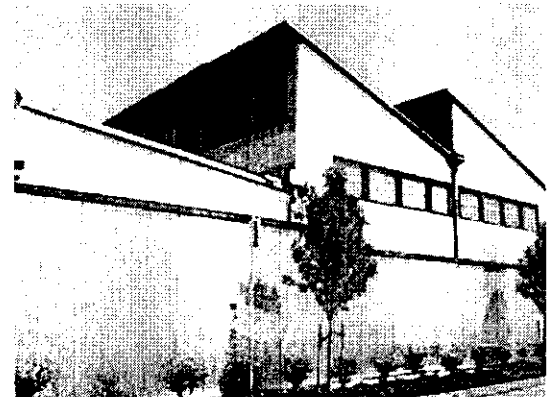
- Variations in facade elements should be used to reduce perceived mass and scale. For example, variations in color and/or texture should be used.
- Step downs and step backs should follow the terrain and be tiered and reinforced by landscape elements.
- Compositions that express rhythms and patterns of windows, faux fenestrations, columns, and other architectural features are encouraged.
- Avoid blank walls at ground-floor levels.
- Use wall articulations, arcades, material changes, awnings, canopies, clerestory, or other features.
- Architectural features such as columns, pilasters, canopies, porticos, awnings, brackets or arches should be integrated into the architectural design of proposed buildings.

ROOF FORMS AND MATERIALS

Intent: Rooftops should contribute to the unified appearance of each industrial park and should be considered as seen from higher areas, ground level, roadways, and the I-25 corridor.

Guidelines

- Avoid roof/parapet lines running in continuous planes absent variations in the building footprint.
- Building architecture should incorporate variations in parapet heights.
- All mechanical, electrical, optical and electronic equipment attached to or mounted on the building roof should be set back an adequate distance from the building parapet.
- All roof-mounted equipment should be either painted a color compatible with the dominant building color.
- Screen material should be compatible with materials and colors utilized on the building and should be specified with a detail on the plans.
- Design roof forms to correspond with building elements and functions such as entrances, arcades, and porches.
- Screen rooftop mechanical equipment from the I-25 visual corridor through the use of architectural elements such as parapet walls or rooftop penthouse enclosures. Also partition screens or other architectural means of screening are acceptable, however, the use, design, and materials should blend with the building design and create a massing hierarchy that projects the same high quality



appearance as the building facade.

BUILDING MATERIALS AND COLORS

Intent: Exterior materials and colors should be aesthetically pleasing, of a high quality and compatible with materials and colors of nearby structures. Compatibility of building materials is desired throughout a development project consisting of multiple buildings.

Guidelines:

Building exterior materials should be factory finished, stained, integrally colored, or otherwise suitably treated. Materials may include split face or fluted concrete masonry units (CMU), factory glazed concrete masonry units, face brick, stone veneer, insulated glazing and framing systems, architectural pre-cast concrete, painted or stained site-cast concrete, factory finished, standing seam metal roofing (for application to pitched roof systems only), Exterior Insulation and Finish Systems, and architectural metal as building accents.



Highly reflective materials such as bright, aluminium or metal should not be used as the, primary building material.

Building Colors

- Minimize the number of different colors appearing on a structures' exterior.
- Paint architectural trim and detailing to complement the facade and coordinate with adjacent buildings
- Roof colors should be muted and compatible with the dominant building color. Do not use paints or other covering materials with unproven durability
- Do not use bright colors, (including bright white) that may streak, fade or generate glare as the primary body color.
- While subdued or muted colors generally work best as a dominant, overall color, a brighter color can also be appropriate for accent elements, such as door and window frames, and architectural details

LIGGETT ROAD REALIGNMENT

PE

300 W. HAY
ENVELOPE, CO.
DENVER, CO.
CONTRACT

DATE: _____
JOB NO: _____
DRAWN: _____
APPROVED: _____
CADD: _____

NO.	REVISION	DATE	BY



APPROVED BY: _____
 DEVELOPMENT SERVICES DATE: _____
 BASED ON THE NORTH LINE OF SECTION 36 AND 37, TOWNSHIP 10S, RANGE 10E, COUNTY OF DOUGLAS COUNTY, COLORADO. THESE PLANS HAVE BEEN PREPARED FOR ONE YEAR FROM THE DATE OF APPROVAL FOR THE PURPOSES OF DEVELOPMENT SERVICES.
 TOWN OF CASTLE ROCK, PERSONAL PLANS
 THESE PLANS ARE SUBJECT TO THE CITY AND TOWN OF CASTLE ROCK, COLORADO STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF DEVELOPMENT SERVICES.
 APPROVED BY: _____
 DEVELOPMENT SERVICES DATE: _____
 BASED ON THE NORTH LINE OF SECTION 36 AND 37, TOWNSHIP 10S, RANGE 10E, COUNTY OF DOUGLAS COUNTY, COLORADO. THESE PLANS HAVE BEEN PREPARED FOR ONE YEAR FROM THE DATE OF APPROVAL FOR THE PURPOSES OF DEVELOPMENT SERVICES.

PROFESSIONAL ENGINEER CERTIFICATION
 I HEREBY AFFIRM THAT THESE FINAL CONSTRUCTION PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF COLORADO. I AM FULLY QUALIFIED TO SEAL AND SIGN THESE PLANS AND TO BE RESPONSIBLE FOR ALL DESIGN AND REVISIONS RELATIVE TO SAID PLANS.
 PLANS UNDER REVIEW NOT FOR CONSTRUCTION
 NOT FOR CONSTRUCTION
 FOR AND ON BEHALF OF TSK&C CONSULTANTS, INC.
 TSK&C CONSULTANTS, INC.
 1100 28TH AVENUE, SUITE 200
 DENVER, COLORADO 80202
 PHONE: 303.733.8800
 FAX: 303.733.8801
 WWW.TSKANDC.COM

UNOFFICIAL COPY

- NOTES:
1. PARCEL E IS A PRESERVATIVE RIGHT-OF-WAY, OWNED BY DOUGLAS COUNTY.
 2. PARCEL F IS A RIGHT-OF-WAY, OWNED BY COOT.
 3. BASED ON A 20' SETBACK RIGHT-OF-WAY, THE DECISION MAY BE MADE TO WIDEN THE R.O.W. TO 25' OR 30'. THE RIGHT-OF-WAY IS NOT 50' WIDE OR TURN LINES ARE REQUIRED FOR ENLARGED RIGHT-OF-WAY. THE TOWN'S MAJOR ARTERIAL STREET SECTION AND TURN LINES AS NECESSARY.

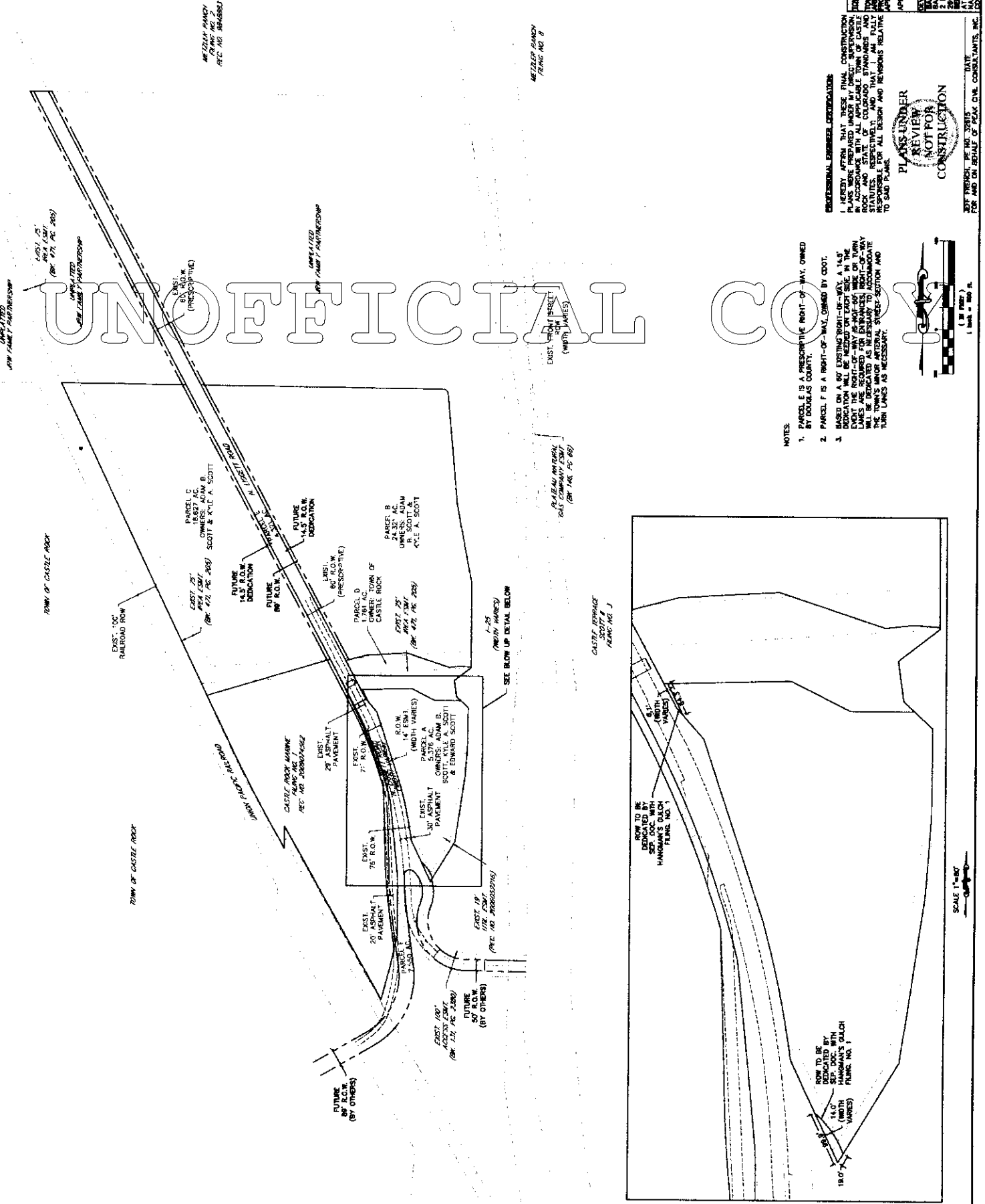
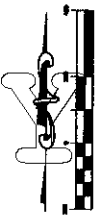


EXHIBIT 3

SCALE 1"=50'

