

**THE WOODLANDS PD
DEVELOPMENT AGREEMENT**

DC9457237

DATE: July 20, 1994.

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

ORIOLE INVESTMENTS, INC., a Colorado corporation, **FRM REALTY CORP.**, a Colorado corporation, **CDK REALTY CORP.**, a Colorado corporation, **LJD REALTY CORP.**, a Colorado corporation, **LARCH INVESTMENTS INC.**, a Colorado corporation, c/o Park Land Company, 7400 East Caley Avenue, Suite 100, Englewood, Colorado, 80111; and **ROWLEY DOWNS LAND COMPANY**, a Colorado corporation, 5440 S. Syracuse, Suite 100, Englewood, CO 80111 (collectively "Developers").

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RECITALS:

A. Developers are the owners of approximately 250 acres of vacant land within the Town of Castle Rock described in the attached *Exhibit 1* (the "Property"). The Property (together with other properties) was annexed to the Town as the "Scott Ranch Annexation" in 1983. The Property is zoned planned development as part of the "Scott Ranch P.U.D."

B. The parties intend for this agreement to comprehensively address the development entitlements associated with the Property, and the terms, conditions and obligations to be imposed by the Town as a condition to such development.

C. Developers acknowledge that this Agreement places reasonable conditions and requirements on development of the Property, and that development in accordance with the Agreement will protect the public health, safety and welfare of the residents and property owners within the Town, including future residents and owners of the Property.

COVENANTS:

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

SECTION 1. 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 Development Agreement, and any amendments to the Agreement.

Annexation Contract - The Scott Ranch Annexation Contract between the Town of Castle Rock and Park Funding Corp. dated June 21, 1983, recorded on August 30, 1983 beginning in Book 488 at Page 299, as amended by instruments recorded on July 31, 1985, beginning in Book 587 at Page 89, (re-recorded August 22, 1986 beginning in Book 661 at Page 20); January 29, 1987 beginning in Book 697 at Page 621, and January 21, 1988 beginning in Book 772 at Page 172, respectively.

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, including per unit charges for capital plant investment, such as water and wastewater system development fees currently imposed under 13.12.080 of the Code.

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Development Plan - The Minor Modification to Preliminary Site Plan dated October 21, 1993 (Rev. July 27, 1993) and administratively approved by Town on _____, 1994 (amending a portion of the Site Plan and P.U.D. Ordinance), together with the "Facilities Phasing Plan" as described and referenced in section 7.

Facilities - The infrastructure required to be constructed by Developers and dedicated to Town for maintenance under the Town Regulations in order to provide 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, but excluding the infrastructure and capital facilities for which are the Town exaction's or development fees including, but not limited to, water production, treatment, storage, and water transmission mains, and wastewater interceptors and treatment, off-site transportation and capital facilities.

Municipal Services - Police and fire protection, water and wastewater, stormwater drainage and detention, parks, trails and recreation, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within the municipality under its police powers.

Oversizing - That portion of the total dimension or capacity of a Facility which is in excess of: (i) the dimension or capacity reasonably required to serve the proposed development;

or (ii) the minimum size or capacity prescribed by Town Regulations, whichever is larger.

Owner - the person(s) in title to any portion of the Property, according to the records of the Douglas County Clerk and Recorder. The use of the singular "Owner" shall refer to all Owners of the Property and includes Developers.

Plat - A final subdivision plat of any portion of the Property.

Property - The real property 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 public or quasi-public utilities, including natural gas, electricity and cable television.

P.U.D. Ordinance - Ordinance No. 83-16 of the Town of Castle Rock (Scott Ranch P.U.D.) approved on June 21, 1983 and recorded on August 30, 1983 beginning in Book 488 at Page 283.

Site Plan - The Scott Ranch P.U.D. preliminary site plan recorded August 30, 1983 at reception no. 310814.

Town Regulations - The Charter, ordinances, resolutions, rules and regulations of the Town, including the Code, and the provisions of all zoning, subdivision and building codes and ordinances and resolutions imposing Development Exactions, as the same may be amended from time to time and applied uniformly throughout the Town. Reference to Town Regulations shall mean the Town Regulations in effect at the time of application of the Regulations.

Water Agreement - The Woodlands Village Water Supply Agreement dated October 27, 1992, recorded on November 4, 1992, beginning in Book 1094 at Page 2309.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated. Any reference to a section or article number, without further description, shall mean such section or article in the Agreement.

Section 2. Applicability. This Agreement shall supersede the Annexation Contract, as applied to the Property. The Development Plan shall supersede the Site Plan in its entirety. Development of the Property shall be governed by this Agreement, the Development Plan, the P.U.D. Ordinance, the Town Regulations and any applicable state

or federal laws and regulations.

Section 3. Facilities Development. 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, subject to the Town's obligation to participate in the funding of Oversizing of Facilities in accordance with Town Regulations. Facilities shall be developed in strict accordance with Town Regulations. Payment by Town to Developer on account of Oversizing shall be due at the time of initial Town acceptance of such Oversized facilities. Town shall not be obligated to accept any Facilities for maintenance until compliance with the applicable acceptance procedure of the Town Regulations is made. Facilities developed in accordance with the Town Regulations and the Agreement shall be accepted by the Town for perpetual maintenance, unless otherwise provided by agreement of the parties to the contrary. Developers shall not be entitled to any setoff against or capture of Development Exactions as a result of development of the Facilities.

Development of the Property will create a demand for water production, treatment, storage and distribution mains, as well as wastewater collection and treatment (the "Wholesale Improvements"). Facilities required to be developed under this Agreement exclude Wholesale Improvements, since necessary Wholesale Improvements shall be developed by one or more of the several Villages at Castle Rock Metropolitan Districts ("Districts") and/or the Town. In the event that Districts and/or Town should fail to develop or acquire Wholesale Improvements such that development of the Property is impeded, Owner shall have the right to undertake development of such Wholesale Improvements, (or advance the cost of the same to Districts and/or Town). Prior to exercising such right Owner shall first notify Town in writing of its development or financing plan and allow the Districts and/or Town a reasonable period of time (not to exceed 90 days) to review and comment on Owner's proposal. Prior to implementing the development or financial plan, Owner, Town and/or Districts shall negotiate in good faith to determine an equitable method of cost recovery to Owner for its investment in the Wholesale Improvements. Any dispute in the administration and implementation of this section shall be submitted for binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in the District Court, Douglas County, Colorado. Town does not assume any responsibility or liability, which does not otherwise exist, as a result of the breach of the Districts' obligation to complete the Wholesale Improvements.

Section 4. Municipal Obligations. Town shall provide the Property with Municipal

Services at an equivalent service level as provided elsewhere within its municipal boundaries, provided that the portion of the Property for which Municipal Services are requested has been developed in substantial compliance with the Agreement. 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. Town shall develop the capital facilities necessary to support the provision of Municipal Services to the Property, excluding such facilities the Villages at Castle Rock Metropolitan Districts are obligated to develop. Subject to the further provisions of sections 7 and 8 below, Town shall allow and permit the development of the Property in accordance with the approved Development Plan, upon submission of proper application, 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. Notwithstanding the foregoing, Town development approvals shall be conditioned upon the development of any infrastructure servicing the property required to be undertaken by the Villages at Castle Rock Metropolitan Districts pursuant to separate agreement between Town and Districts. Town shall not unduly delay or hinder the development of the Property, by refusal to timely process, review and act upon a development application, nor shall Town unreasonably withhold its consent to or approval of a development request or permit. Town shall cooperate with Owner in any filings or applications before other governmental jurisdictions necessary for Owner to fulfill its obligations under, or to allow development of the Property, in accordance with the Agreement.

Section 5. Water Service Obligation. The water rights associated with the Property have previously been conveyed and accepted by Town pursuant to the Water Agreement. Town shall honor the Water Credits allocated to the Property in accordance with the terms, conditions and restrictions of the Water Agreement. In the event that the Water Credits are insufficient to support full development of the Property, Town shall accept the conveyance of supplemental water rights from other properties if the following criteria are met:

- (a) marketable title to such water rights is conveyed to Town by special warranty deed;
- (b) the rights conveyed will support the withdrawal by Town of water through wellfields in production at the time of the conveyance, which wellfields are capable of supplying the water distribution system to the Property;

- (c) the conveyance comports with any specific criteria established under Town ordinance in effect at the time of the conveyance.

The supplemental water rights shall be converted into development entitlements (i.e. SFE or the then current water supply equivalent) in accordance with Town ordinance and water policy in effect at the time of conveyance.

Section 6. Security for Public Improvements. Owner, at the time of approval of a Plat, shall furnish to Town the performance and payment guaranties or sureties required under the Town Regulations, to assure the completed development and full payment of the construction cost of the Facilities required to service such Plat. Provided further however, if so authorized by Town policy and/or Town Regulations, Town may accept restrictions on the issuance of building permits or the reconveyance of the Plat or any lots or tracts contained therein, in lieu of certain performance and payment guaranties. With each Plat, Developers and Town shall enter into a subdivision improvements agreement addressing surety for the required Facilities as well as other matters germane to that particular Plat.

Section 7. Phasing of Facilities. On the Development Plan, development areas within the Property are defined and denominated as RA-#, RB-#, RC-# (the "Development Zones"). Certain of the Facilities required to be developed under the Town Regulations will serve and benefit more than one Development Zone and/or Plat (the "Common Facilities"). Recognizing that the Property is in multiple ownerships, and in lieu of designating one of the Developers as the master developer with exclusive responsibility for development of the Common Facilities, the parties have devised a phasing plan for the Common Facilities (the "Facilities Phasing Plan"). The Facilities Phasing Plan consists of four 24" X 36" drawings prepared by Rocky Mountain Consultants, dated July 27, 1993, (rev. October 21, 1993) and recorded in the public records with the Development Plan. Attached as *Exhibit 2* are excerpts from the Facilities Phasing Plan. The Facilities matched to the Development Zone in *Exhibit 2* must be developed in conjunction with the first Plat within such Development Zone, as a condition to such Plat approval. The required Common Facilities shall be included in the Facilities subject to surety pursuant to section 6, above. Allocation and apportionment of the cost of development of Common Facilities between the several Owners shall be the exclusive obligation of the Owners. Irrespective of such cost allocation or private recoupment arrangements which may be in place, Town shall have the absolute right to withhold further development approvals for any development within the Property which utilizes or benefits from Common Facilities which are not developed when required by the Facilities Phasing Plan. In the event of the invocation of such development approval moratorium, Town shall have no liability, for any loss or injury incurred by 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.

Section 8. Public Land Dedication. Developers have the same obligation to comply with the open space dedication schedule depicted on Page 6 of *Exhibit 2* and the Town shall have the same remedies for non-performance as provided in 7, above, with respect to the Facilities Phasing Plans. Title to public land shall be transferred to Town by Plat dedication, as a condition to Town's acceptance, or conveyed to Town by separate instrument, if deemed appropriate by Town. Public lands shall be dedicated or conveyed to Town with warranties of title customarily included in general warranty deeds, (including marketable title), free of liens and encumbrances. Prior to the conveyance of any public land, unless mutually agreed to the contrary, Developer shall commission a Phase I environmental assessment (in accordance with the applicable standards developed by the American Society of Testing and Materials), and Town's obligation to accept such offer as conveyance or dedication shall be conditioned on Town's good faith determination that no unreasonable risk or financial liability from environmental conditions or contamination is associated with such property. If, pursuant to any provision of this agreement, a Developer ("Constructing Developer") shall have an obligation to construct and dedicate to Town a detention facility, roadway, or other improvement upon property which is not owned by such Developer, the Developer owning such property, ("Dedicating Developer") upon reasonable request of the Town, shall dedicate to the Town such property as is indicated upon the respective Facilities Phasing Plan as the site for such improvement. If Dedicating Developer fails or refuses to perform by dedicating such property to Town, then, in that event, the Constructing Developer shall have the right to seek specific performance, damages, or both from the Dedicating Developer. Additionally, if the Town and Constructing Developer first agree as to payment of Town's costs and fees in so doing, Town may initiate an action for specific performance or eminent domain to obtain any such property.

Section 9. Facilities Property Interests. Concurrently with recordation of this Agreement, Developer shall cause to be conveyed to Town, permanent easements for all water, wastewater and irrigation lines and appurtenances servicing the Property (whether on or offsite of the Property) which are not currently sited within easements dedicated or conveyed to Town. These easements are described in the attached *Exhibit 3*. Town shall bear the cost of obtaining surveyed legal descriptions for the easements. The permanent easements shall be of a size and width as required under Town Regulations and shall be conveyed to and accepted by Town pursuant to easement agreements substantially in the form as the attached *Exhibit 4*. Town shall quit claim to the respective fee owners its interest under the easement recorded in Book 789 at Page 686 for the wastewater interceptor immediately prior to acceptance of the easement conveyance for the interceptor, based on as-built survey. In addition, Developer shall cause to be conveyed to Town fee

simple interest in a tract offsite of the Property to allow for the operation and maintenance of the water reservoir, commonly known as the "purple zone tank," as more particularly described in the attached *Exhibit 5*. The tank site and associated easements shall be conveyed to Town as a condition to the Town's obligation to approve the first Plat on the Property. With respect to the development of all Facilities to serve future development, developer shall survey, describe and convey to Town necessary easements, either by Plat dedication of appropriate deed, provided, however, that Town shall be responsible to obtain any easements required for water, wastewater, or stormwater drainage, and facilities over any portion of Tract "J" as depicted on the Woodlands Filing No. 3 final Plat. In the event such easements are determined to be necessary, Developers shall so notify Town and Town thereafter shall have a reasonable time in which to acquire easements pursuant to agreement or exercise of its power of eminent domain.

Section 10. Binding Effect. This Agreement shall apply to the Property and its covenants shall be binding upon the successors and assigns of the Developers in the same manner and to the same effect as if such successors and assigns were signatories to the Agreement. The parties acknowledge that the Property is both benefitted and burdened by the mutual covenants of the Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property, including any mortgagees or lienholders, irrespective of whether a specific reference to the Agreement or its covenants is made in any document of conveyance to the Property.

Section 11. Default Notice. In the event either party alleges the other party has breached an obligation or covenant of the Agreement, 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) working 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. This section shall not impair the Town's rights to suspend development approvals in accordance with sections 7 and 8, and in the event of any conflict between this section 11 and sections 7 and 8, the latter shall control.

Section 12. Remedies. Upon the defaulting party's failure to timely cure a default as provided in section 11, 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 any monies then due or thereafter become due. In any such legal action, the prevailing party shall be entitled to recover its reasonable attorneys' fees and litigation costs from the other party. In addition to such legal remedies, Town shall have the right to withhold any requested development approvals in the event that Owner has not fully complied with the obligations and covenants of this Agreement.

Section 13. 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 representative, heirs, successors or assigns.

Section 14. Interpretation. In this Agreement unless the context otherwise requires:

- (a) All definitions, terms, and words shall include both the singular and the plural;
- (b) Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa; and
- (c) The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article, or section of this Agreement.

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Section 15. Notice. The addresses of the parties to this Agreement are as 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 (by hand delivery or facsimile transmission) or five (5) days following the date the same is deposited in the United States mail, certified mail, 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
 680 North Wilcox Street
 Castle Rock, Colorado 80104

DEVELOPERS: Oriole Investments, Inc.
7400 East Caley Avenue, Suite 100
Englewood, Colorado 80111

FRM Realty Corp.
7400 East Caley Avenue
Suite 100
Englewood, Colorado 80111

Larch Investments, Inc.
7400 East Caley Avenue
Suite 100
Englewood, Colorado 80111

CDK Realty Corp.
7400 East Caley Avenue
Suite 100
Englewood, Colorado 80111

LJD Realty Company
7400 East Caley Avenue
Suite 100
Englewood, Colorado 80111

Rowley Downs Land Company
5440 S. Syracuse, Suite 100
Englewood, CO 80111

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Section 16. Severability. If any part, term, or provision of this Agreement is held by the courts 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.

Section 17. Verification. The Town and Developers shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Developers under the Agreement or by the terms of any other agreement.

Section 18. Entire Agreement. This instrument embodies the whole agreement of

STATE OF COLORADO)
)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 11TH day of JULY, 1994, by PATRICK S VAUGHN as VICE PRESIDENT of Oriole Investments, Inc.

Witness my official hand and seal.

My Commission expires: 05-28-95.

Lorraine M Jordan
Notary Public
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FRM REALTY CORP.

ATTEST:

Wen Jones
WEN JONES VPISEC
STATE OF COLORADO)

)
) ss.
COUNTY OF ARAPAHOE)



The foregoing instrument was acknowledged before me this 11TH day of JULY, 1994, by PATRICK S VAUGHN as VICE PRESIDENT of FRM Realty Corp.

Witness my official hand and seal.

My Commission expires: 05-28-95

Lorraine M Jordan
Notary Public

EXHIBIT 1

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 1 AND CONSIDERING THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 TO BEAR S 88°45'04"W WITH ALL BEARINGS CONTAINED HEREON RELATIVE THERETO:
THENCE S 88°45'04" W ALONG SAID SOUTH LINE A DISTANCE OF 2754.46 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4;
THENCE S 89°02'41"W A DISTANCE OF 1365.76 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1;
THENCE S 89°02'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1 A DISTANCE OF 360.76 FEET TO A POINT THAT IS 1005.00 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4;
THENCE N 0°57'19"W A DISTANCE OF 75.00 FEET;
THENCE S 89°02'41"W PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 960.40 FEET TO A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4;
THENCE S 2°33'27"W ALONG SAID PARALLEL LINE A DISTANCE OF 75.14 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4;
THENCE S 89°02'41"W ALONG SAID SOUTH LINE A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4;
THENCE N 2°33'27"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 410.09 FEET;
THENCE S 88°33'36"E A DISTANCE OF 27.62 FEET TO A POINT OF CURVE;
THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 246.02 FEET. SAID CURVE HAS A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 50°56'00" TO A POINT OF REVERSE CURVE;
THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 14.57 FEET, SAID CURVE HAS A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 1°56'29";
THENCE N 46°16'27"E A DISTANCE OF 514.52 FEET;
THENCE N 2°48'46"E A DISTANCE OF 872.67 FEET;
THENCE N 86°08'33"W A DISTANCE OF 603.50 FEET TO A POINT IN THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1;
THENCE N 3°51'27"E ALONG THE WEST LINE OF SECTION 1 A DISTANCE OF 2522.39 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE N 89°58'06"E A DISTANCE OF 2588.39 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1;
THENCE S 1°23'21"W A DISTANCE OF 1358.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1;
THENCE N 89°14'25"E A DISTANCE OF 2642.87 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1;
THENCE S 0°55'16"E ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 2649.90 FEET TO THE POINT OF BEGINNING;

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excepting therefrom

1. The Woodlands Filing No. 1, final plat recorded under reception no. 352969, Douglas County, Colorado records;
2. The Woodlands Filing No. 2, final plat recorded under reception no. 352971, Douglas County, Colorado records;
3. The Woodlands Filing No. 3, final plat recorded under reception no. 366636, Douglas County, Colorado records;
4. The Woodlands Filing No. 4, final plat recorded under reception no. 366637, Douglas County, Colorado records;
5. The Woodlands Filing No. 8, final plat recorded under reception no. 9348216, Douglas County, Colorado records;
6. Scott Ranch Filing No. 1, final plat recorded under reception no. 361816, Douglas County, Colorado records;
7. Parcel described in Book 860 at Page 790;
8. Parcel described in Book 1011 at Page 594;
9. That portion of the parcels described in Book 548 at Page 394 lying outside The Woodlands Filing Nos. 1, 2, and 3, and
10. All that portion of Lots 1, 2, and 3, Scott II, Filing No. 1, final plat recorded under reception no. 8800378, Douglas County, Colorado records, lying within said description.
11. .45 acre parcel described in Book 811 at Page 358;
12. Parcel described in Book 675 at Page 799;
13. Parcel 2 described in Book 1105 at Page 645.

EXHIBIT 1

EXHIBIT 2

TRAIL COMPLETION SCHEDULE

<u>SEGMENT</u>	<u>COMPLETION DATE AND/OR (RESPONSIBLE PARTY)</u>
A - B	(TOWN)
C - D	(TOWN)
E - F	BEFORE ISSUANCE OF FIRST C.O. IN USE AREA RA-3 ASSOCIATED SIDE TRAILS SHOWN HEREIN TO BE CONSTRUCTED WITH THIS SEGMENT PROVIDED TOWN SHALL HAVE THE RESPONSIBILITY OF OBTAINING ANY RIGHT OF WAY NECESSARY TO CONSTRUCT THAT PORTION OF SAID TRAIL TO BE CONSTRUCTED WITHIN THE WOODLANDS FILING NO. 3 AND HAVE THE FURTHER RESPONSIBILITY TO OBTAIN WHATEVER RIGHTS ARE NECESSARY TO USE THE EXISTING TRAIL WITHIN SAID FILING NO. 3. (OWNER)
F - G	BEFORE ISSUANCE OF FIRST C.O. IN USE AREA RA-4 (OWNER)
H - I	BEFORE ISSUANCE OF FIRST C.O. IN USE AREA RA-1 AND/OR RA-2 (OWNER)
C - N	BEFORE ISSUANCE OF FIRST C.O. IN USE AREA RA-7 (OWNER)
K - M	BEFORE ISSUANCE OF FIRST C.O. IN USE AREA RA-8 (OWNER)
O - P	8' ASPHALT TRAIL TO BE DEVELOPED WITH RA-3. WHEN RC-1 AND RB-2 ARE PLATTED AND DEVELOPED, THE TRAIL MAY BE REALIGNED AND BUILT TO 8' CONCRETE SPECIFICATIONS.

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NOTES:

1. THE FINAL PLAT SHALL INDICATE APPROXIMATE PUBLIC AND MAINTENANCE ACCESS TO OPEN SPACE AND SHALL PROVIDE APPROPRIATE VISIBILITY FROM PUBLIC RIGHT-OF-WAYS.
2. ACCESS WILL BE PROVIDED TO OPEN SPACE PARCELS DESIGNATED AS OS-1, OS-2, OS-3, AND OS-6.
3. ALL TRAILS WILL BE 8 FOOT IN WIDTH AND CONSTRUCTED WITH CONCRETE.

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THE DRAINAGE FACILITIES LISTED BELOW WILL BE SIZED AND CONSTRUCTED EITHER TO FULL SIZE OR INCREMENTALLY AS REQUIRED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT WHICH SHALL BE CONSISTENT WITH THE FOLLOWING SCHEDULE.

- | | |
|--|--|
| RA-3, RA-4 | 1) DETENTION POND NO. 2
2) DRAINAGE CHANNEL IMPROVEMENTS BETWEEN DETENTION POND NO. 2 AND RIDGETRAIL DRIVE
3) GENERAL STORM SEWERS IMPROVEMENTS WITHIN SUBDIVISION |
| RA-1, RA-2, RA-5 | 1) DETENTION POND NO. 2
2) DRAINAGE CHANNEL IMPROVEMENTS BETWEEN DETENTION POND NO. 2 AND RIDGETRAIL DRIVE
3) GENERAL STORM SEWERS IMPROVEMENTS WITHIN SUBDIVISION |
| RA-1 RA-6, RA-9 | 1) DETENTION POND NO. 2
2) DRAINAGE CHANNEL IMPROVEMENTS FROM WESTERLY EDGE OF WOODLANDS FILING NO. 3 TO WOODLANDS BLVD.
3) GENERAL STORM SEWERS IMPROVEMENTS WITHIN SUBDIVISION |
| RC-1, RB-2, RB-1
WHICHEVER OCCURS FIRST | 1) DETENTION POND NO. 3
2) DRAINAGE CHANNEL IMPROVEMENTS FROM WESTERLY EDGE OF WOODLANDS FILING NO. 3 TO WOODLANDS BLVD.
3) GENERAL STORM SEWERS IMPROVEMENTS WITHIN SUBDIVISION |
| RB-3 OR RA-8,
WHICHEVER OCCURS FIRST | 1) DETENTION POND NO. 4
2) DRAINAGE CHANNEL IMPROVEMENTS DOWNSTREAM OF DEVELOPMENT AND INCLUSIVE OF DETENTION POND NO. 4
3) GENERAL STORM SEWERS IMPROVEMENTS WITHIN SUBDIVISION |

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THE UTILITIES LISTED BELOW WILL BE CONSTRUCTED AS REQUIRED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT WHICH SHALL BE CONSISTENT WITH THE FOLLOWING SCHEDULE.

RB-3

EXTENSION OF WATERLINE IN WOODLANDS BLVD. FROM SCOTT BLVD. TO THE NORTHERLY BOUNDARY OF SCOTT RANCH PUD.

Any plat (except in RA-7)

EXTENSION OF WATERLINE IN BRISTLE CONE DRIVE FROM EXISTING WATERLINE IN RIDGETRAIL DRIVE, SOUTH OF BRISTLE CONE DRIVE TO THE SOUTHERLY BOUNDARY OF THE WOODLANDS FILING NO. 3.

Red Zone Portion of RA-2, RA-4, or RA-5

EXTENSION OF WATERLINE IN BRISTLE CONE DRIVE FROM RIDGETRAIL DRIVE TO FOUNDERS PARKWAY AND IN FOUNDERS PARKWAY FROM BRISTLE CONE DRIVE TO THE PURPLE ZONE TANK.

UNOFFICIAL COPY

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0098 - \$245.00 - 20/ 49

saved as: \2195\notes\utilitys

THE STREETS LISTED BELOW SHALL BE DEDICATED ON THE FINAL PLAT DESCRIBING THE SAME AND WILL BE IMPROVED AS REQUIRED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT WHICH SHALL BE CONSISTENT WITH THE FOLLOWING SCHEDULE.

- RB-3 EXTENSION OF WOODLANDS BLVD., FROM SCOTT BLVD. TO THE NORTHERLY BOUNDARY OF THE WOODLANDS PUD.
- RA-7 EXTENSION OF CANYON DRIVE, FROM ELEMENTARY SCHOOL SITE TO WOODLANDS BLVD.
- RA-3 OR
RA-4 OR
RA-5 OR
RA-6 OR RB-1 EXTENSION OF RIDGETRAIL DR. FROM THE WOODLANDS FILING NO. 4 TO BRISTLE CONE DRIVE, AND EXTENSION OF BRISTLE CONE DRIVE, FROM RIDGETRAIL DRIVE TO FOUNDERS PARKWAY.
- RA-1 OR
RA-2 OR
RA-9 1. BRISTLE CONE DRIVE, FROM RIDGETRAIL DRIVE TO THE SOUTHERLY BOUNDARY OF WOODLANDS FILING NO. 3.
2. EXTENSION OF RIDGETRAIL DRIVE FROM THE WOODLANDS FILING NO. 4 TO BRISTLE CONE DRIVE, OR BRISTLE CONE DRIVE FROM RIDGETRAIL DRIVE TO FOUNDERS PARKWAY.
- COM EXTENSION OF BRISTLE CONE DRIVE, FROM EASTERLY BOUNDARY OF RA-4 TO FOUNDERS PARKWAY.

NOTE: ISSUES CONCERNING LOCATION, ALIGNMENT, OR CONSTRUCTION STANDARDS OF THE ROADS WILL BE DETERMINED AS PART OF THE PLATTING PROCESS.

UNOFFICIAL COPY

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0099 - \$245.00 - 21/ 49

saved as: \2195\notes\str&drng.nts

OPEN SPACE DEDICATION SCHEDULE

ON THE DATE OF RECORDATION OF THE
FIRST FINAL PLAT WITHIN THE USE
AREA LISTED BELOW

THE OPEN SPACE AREA LISTED
BELOW SHALL BE DEDICATED
TO THE TOWN

RA-1

RA-2

OS-1

RA-3

OS-4, OS-5

RA-4

OS-2, OS-3, OS-4, OS-5

RA-5

OS-6, OS-5

RA-6

RA-7

RA-8

RA-9

OS-5

RS-1

OS-8

RS-2

OS-8

RB-3

RC-1

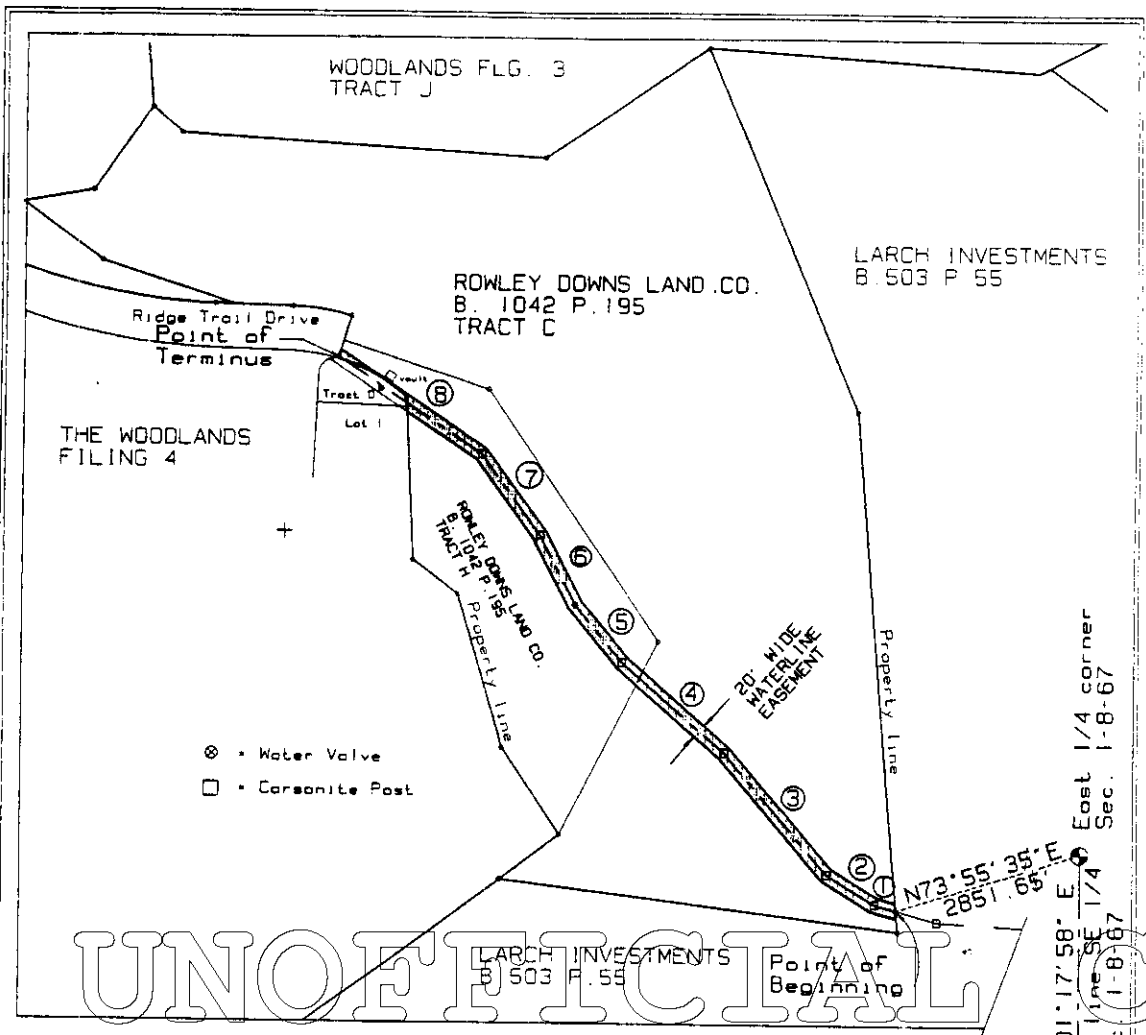
OS-8

ANY USE AREA EXCEPT RA-7

OS-7

UNOFFICIAL COPY

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0100 - \$245.00 - 22/ 49



NOTE:
 Courses numbered ①, ②, ③ etc.
 above refer to the centerline of the
 20' wide waterline easement and
 correspond to the numbered courses
 in the attached legal description.

S 01° 17' 58" E
 E. 1/4 corner
 Sec. 1-8-67
 N 73° 55' 35" E
 2851.69
 East 1/4 corner
 Sec. 1-8-67

UNOFFICIAL COPY
 EXHIBIT 3-A

SEE ATTACHED LEGAL DESCRIPTION

ENGINEERING SURVEYS, INC
 REGISTERED LAND SURVEYORS
 5564 SOUTH PRINCE STREET
 LITTLETON, CO 80120
 (303) 797-1030 868-4308(MOBILE)

PROJECT NAME: 20' WIDE WATERLINE EASEMENT IN THE ROWLEY DOWNS LAND CO. PROPERTY		Surveyed By: R.W.B.T.M. Drawn By: R.D.W. Checked By: T.A.M. Scale: HOR: 1" = 200' VERT: N/A
PROJ. NO.: 3036	DATE: 12/8/93	SHEET 1 OF 1

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0101 - \$245.00 - 23/ 49

LEGAL DESCRIPTION

Permanent Waterline Easement in the ROWLEY DOWNS LAND CO. Property

A twenty (20) foot wide easement with ten (10) feet on each side of the following described centerline, lying within that parcel of land described in the instrument recorded in Book 1042 at Page 195 of the official records of the Douglas County Clerk and Recorder's Office (hereinafter referred to as the subject property) and being a portion of the west 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at a point on an easterly line of the subject property from which the east one-quarter corner of said Section 1 bears N.73°55'35" E, a distance of 2851.65 feet;

- 1) Thence N.74°44'57" W., a distance of 29.90 feet;
- 2) Thence N.58°16'15" W., a distance of 75.70 feet;
- 3) Thence N.40°33'03" W., a distance of 212.71 feet;
- 4) Thence N.49°32'36" W., a distance of 183.15 feet;
- 5) Thence N.39°34'13" W., a distance of 100.46 feet;
- 6) Thence N.27°06'10" W., a distance of 105.79 feet;
- 7) Thence N.36°18'36" W., a distance of 134.34 feet;
- 8) Thence N.56°06'48" W., a distance of 233.62 feet to a point on a westerly property line of the subject property and the easterly terminus of Ridge Trail Drive in WOODLANDS Filing No. 4, said point also being the Point of Terminus of the 20'wide waterline easement described herein, from which the east one-quarter corner of Section 1 bears N.89°09'35" E., a distance of 3497.10 feet, extending or shortening the sidelines of the easement to coincide with the property lines and excepting from this description any portion lying within Tract D, Block One, Woodlands Filing No. 4.

This description contains 0.45 acres more or less.

Bearings are based on the east line of the SE 1/4 of said Section 1, being S 01°17'58" E.

COPY

UNOFFICIAL

Prepared for: The Town of Castle Rock
680 N. Wilcox St.
Castle Rock, CO 80104

Prepared by: Engineering Surveys, Inc.
5564 S. Prince St., #8
Littleton, CO 80120

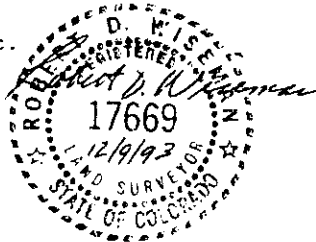


EXHIBIT 3-A

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0102 - \$245.00 - 24/ 49

RIDGE TRAIL DRIVE

ROWLEY DOWNS LAND CO.
B. 1042 P. 195

Δ • 37°12'24"
R • 20.00'
L • 12.99'
CH • N88°13'13"E
12.76'

Δ • 25°04'04"
R • 243.00'
L • 106.32'
CH • S60°38'36"E
105.47'

WATERLINE EASEMENT
N 55°47'18" W
110.68'

Point of Beginning
S 02°36'01" E
11.61'

20' WATERLINE EASEMENT

Tract D

N 87°35'58" W
13.53'

Lot 1

QUAIL LANE



UNOFFICIAL COPY

40 0 20 40

SCALE: 1" = 40'

SEE ATTACHED LEGAL DESCRIPTION

EXHIBIT 3-B

ENGINEERING SURVEYS, INC

REGISTERED LAND SURVEYORS
5564 SOUTH PRINCE STREET
LITTLETON, CO 80120
(303) 797-1030 888-4308(MOBILE)

PROJECT NAME:

WATERLINE EASEMENT IN
TRACT D, BLOCK ONE,
THE WOODLANDS.
FILING NO. 4

Surveyed By: R.W. & T.M.

Drawn By: R.D.W.

Checked By: T.A.M.

Scale: HOR: 1" = 40'

VERT: N/A

PROJ. NO.: 3088

DATE: 12/6/93

SHEET: 1 OF 1

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0103 - \$245.00 - 25/ 49

LEGAL DESCRIPTION

Permanent Waterline Easement in Tract D, Block One,
The Woodlands Filing No. 4

A parcel of land lying within Tract D, Block One, The Woodlands Filing No. 4 and being a portion of the west 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at the northeasterly corner of Tract D, Block One, The Woodlands Filing No. 4;

- 1) Thence S.02°36'01" E., along the east line of Tract D, a distance of 11.61 feet to the southeast corner of Tract D;
- 2) Thence N.87°35'58" W., along the south line of Tract D, a distance of 13.53 feet;
- 3) Thence N.55°47'18" W., a distance of 110.88 feet to a point of non-tangent curvature on the exterior boundary of Tract D;
- 4) Thence along the arc of a curve to the right having a central angle of 37°12'24", a radius of 20.00 feet, an arc length of 12.99 feet and a chord which bears N 88°13'13" E, 12.76 feet to a point of compound curvature;
- 5) Thence along the arc of a curve to the right having a central angle of 25°04'04", a radius of 243.00 feet, an arc length of 106.32 feet and a chord which bears S 60°38'36" E, 105.47 feet to the Point of Beginning.

This description contains 0.04 acres more or less.

Bearings are based on the east line of Tract D being S 02°36'01" E, according to the recorded plat of The Woodlands Filing No. 4.

Prepared for: The Town of Castle Rock
680 N. Wilcox St.
Castle Rock, CO 80104

Prepared by: Engineering Surveys, Inc.
5564 S. Prince St., #8
Littleton, CO 80120

UNOFFICIAL COPY

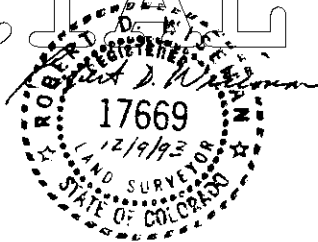
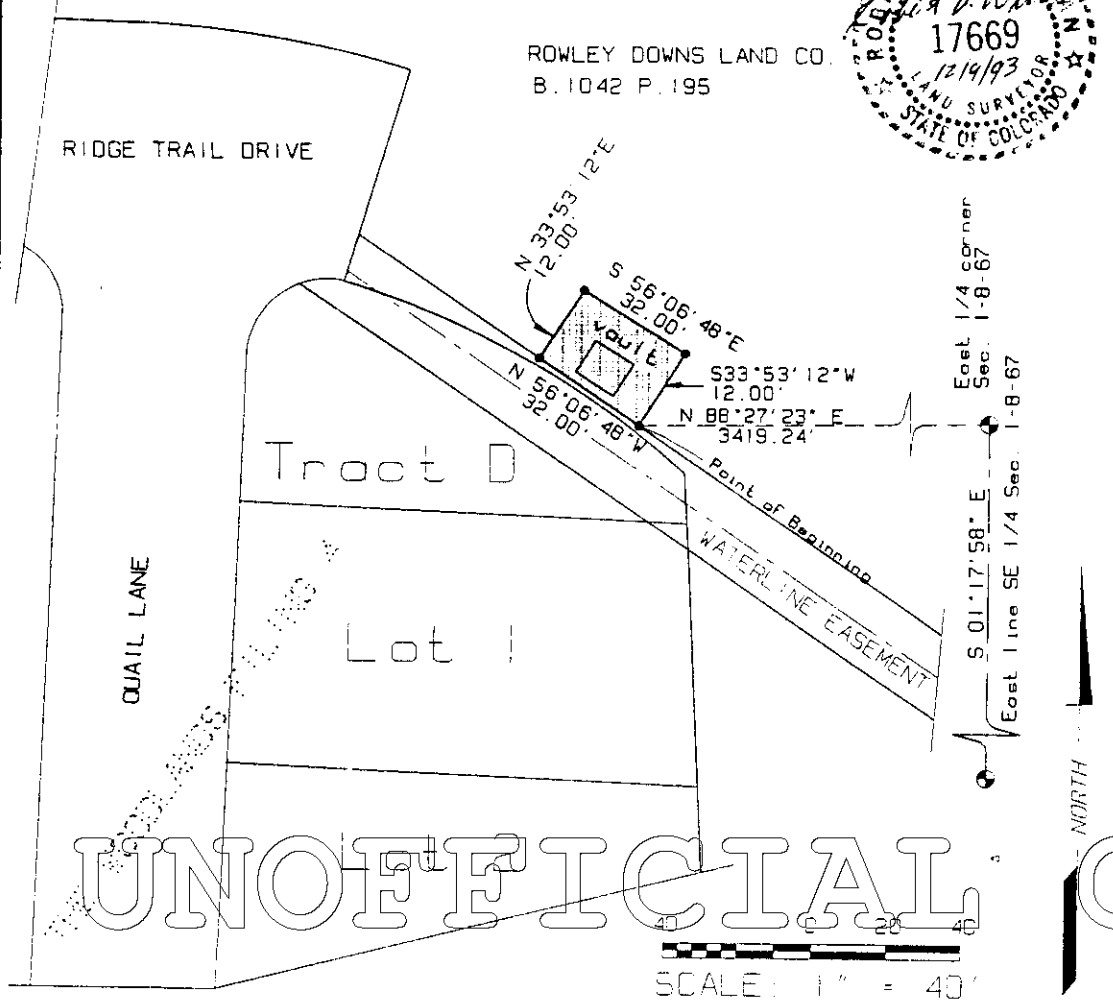


EXHIBIT 3-B

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0104 - \$245.00 - 26/ 49

ROWLEY DOWNS LAND CO.
B. 1042 P. 195



UNOFFICIAL COPY

EXHIBIT 3-C

LEGAL DESCRIPTION

Permanent Vault Easement in the ROWLEY DOWNS LAND CO. Property

A parcel of land lying within that tract described in the instrument recorded in Book 1042 at Page 195 of the official records of the Douglas County Clerk and Recorder's Office, and being a portion of the west 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

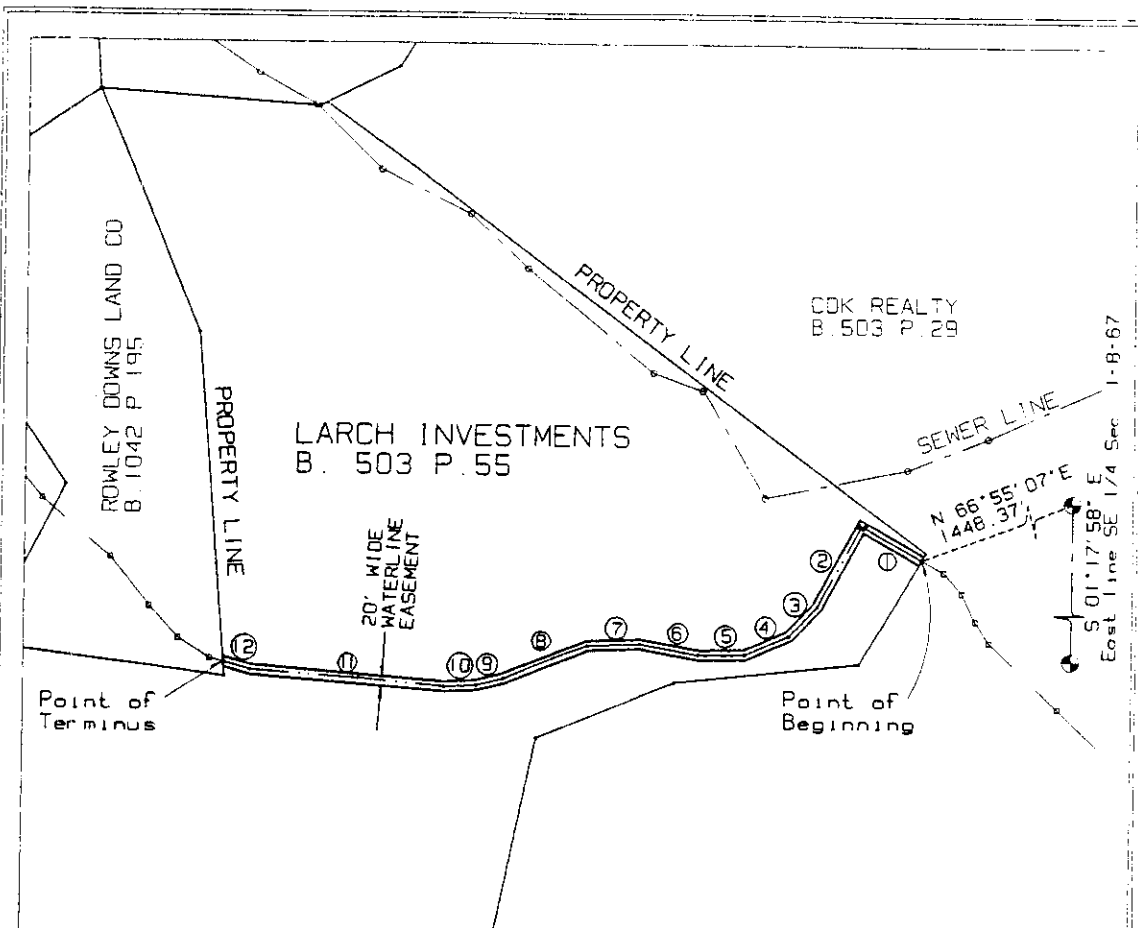
Beginning at a point on a 20-foot wide waterline easement from which the east one-quarter corner of said Section 1 bears N. 88°27'23" E. a distance of 3419.24 feet;

- 1) Thence N. 56°06'48" W., along the northeasterly edge of a 20' wide waterline easement, a distance of 32.00 feet;
- 2) Thence N. 33°53'12" E., a distance of 12.00 feet;
- 3) Thence S. 56°06'48" E., a distance of 32.00 feet;
- 4) Thence S. 33°53'12" W., a distance of 12.00 feet to the Point of Beginning, containing 384 square feet.

Bearings are based on the east line of the SE 1/4 of Section 1 being S 01°17'58" E.

<p>ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 5564 SOUTH PRINCE STREET LITTLETON, CO 80120 (303) 797-1030 888-4308(MOBILE)</p>	PROJECT NAME		Surveyed	
	VAULT EASEMENT IN THE ROWLEY DOWNS LAND CO. PROPERTY		By: R. W. J. T. M.	
PROJ. NO. 3035		DATE 12/8/93	Checked T. A. J.	
			Scale: HOR 1" = 40'	
			VERT 1" = 4'	
			SHEET 1 OF 1	

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0105 - \$245.00 - 27/ 49



UNOFFICIAL COPY

NOTE:
 Courses numbered ① ② ③ etc.
 above refer to the centerline of the
 20' wide waterline easement and
 correspond to the numbered courses
 in the attached legal description.

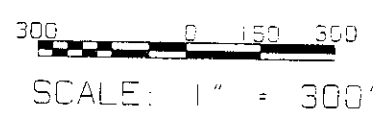
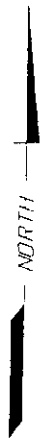



EXHIBIT 3-0

SEE ATTACHED LEGAL DESCRIPTION

 ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 5554 SOUTH PRINCE STREET LITTLETON, CO 80120 (303) 797-1030 588-4308(MOBILE)	PROJECT NAME: 20' WIDE WATERLINE EASEMENT IN THE LARCH INVESTMENTS PROPERTY		Surveyed By: R. K. & T. H.
	PROJ. NO.: 3038		Checked By: P. C. S.
DATE: 12/1/93		Scale: HORIZ: 1" = 300' VERT: N/A	
SHEET: 1 OF 1			

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0106 - \$245.00 - 28/ 49

LEGAL DESCRIPTION

Permanent Waterline Easement in the LARCH INVESTMENTS Property

A twenty (20) foot wide easement with ten (10) feet on each side of the following described centerline, lying within that parcel of land described in the instrument recorded in Book 503 at Page 55 of the official records of the Douglas County Clerk and Recorder's Office (hereinafter referred to as the subject property) and being a portion of the south 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at a point on an easterly line of the subject property from which the east one-quarter corner of said Section 1 bears N.66°55'07" E, a distance of 1448.37 feet;

- 1) Thence N.60°19'24" W., a distance of 138.88 feet;
- 2) Thence S.28°17'48" W., a distance of 185.69 feet;
- 3) Thence S.43°33'40" W., a distance of 82.11 feet;
- 4) Thence S.66°17'13" W., a distance of 97.10 feet;
- 5) Thence S.88°54'42" W., a distance of 93.29 feet;
- 6) Thence N.80°10'34" W., a distance of 120.56 feet;
- 7) Thence S.87°16'31" W., a distance of 105.47 feet;
- 8) Thence S.67°58'42" W., a distance of 182.42 feet;
- 9) Thence S.75°44'19" W., a distance of 57.11 feet;
- 10) Thence S.86°57'49" W., a distance of 66.27 feet;
- 11) Thence N.85°47'02" W., a distance of 391.69 feet;
- 12) Thence N.74°44'57" W., a distance of 56.89 feet to a point on a westerly property line of the subject property and the Point of Terminus, from which the east one-quarter corner of Section 1 bears N.73°55'35" E., a distance of 2851.65 feet, extending or shortening the sidelines of the easement to coincide with the property lines.

This description contains 0.72 acres more or less.

Bearings are based on the east line of the SE 1/4 of said Section 1, being S 01°17'58" E.

UNOFFICIAL COPY

Prepared for: The Town of Castle Rock
680 N. Wilcox St.
Castle Rock, CO 80104

Prepared by: Engineering Surveys, Inc.
5564 S. Prince St., #8
Littleton, CO 80120

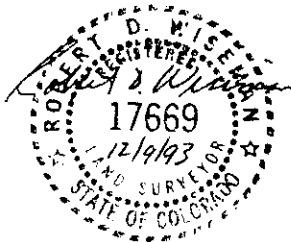
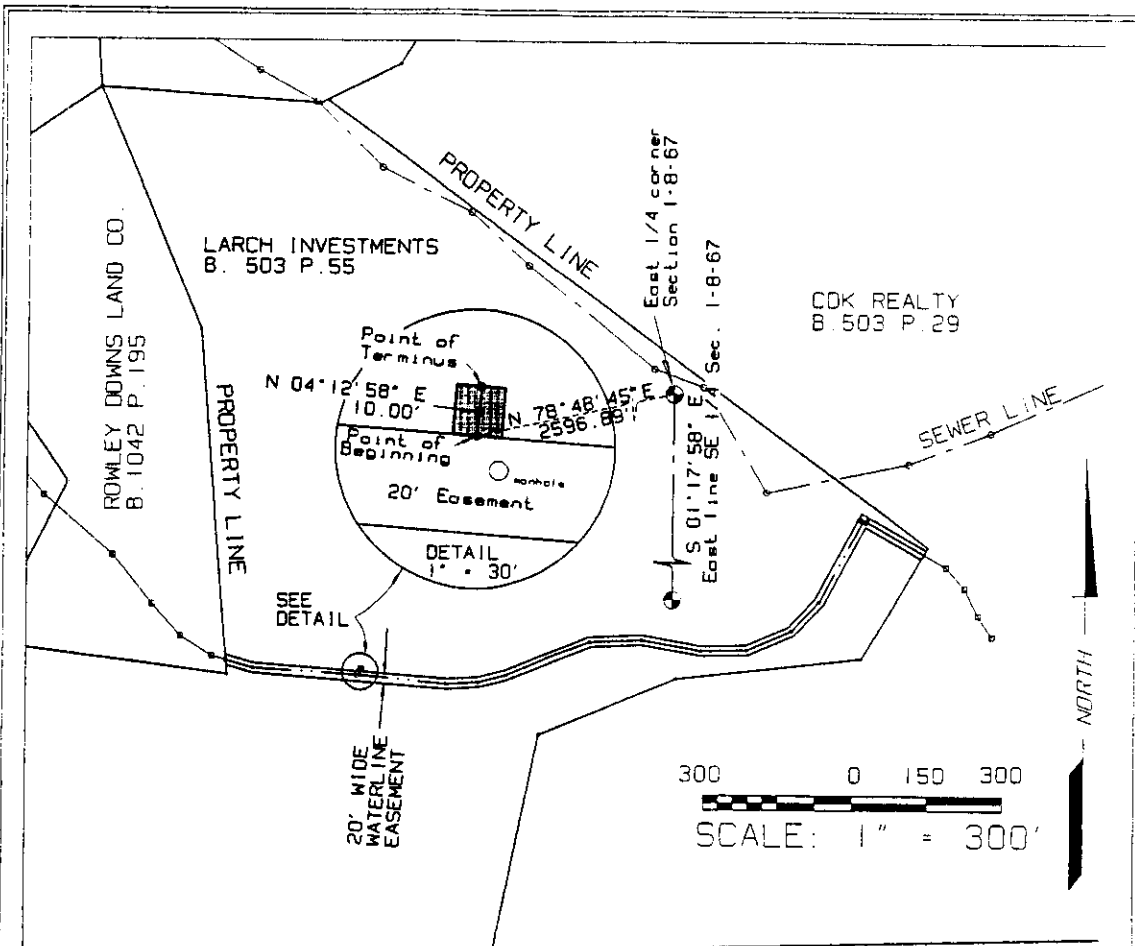


EXHIBIT 3-0

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0107 - \$245.00 - 29/ 49



UNOFFICIAL COPY

LEGAL DESCRIPTION

Permanent Vent Easement in the LARCH INVESTMENTS Property

A ten (10) foot wide easement with five (5) feet on each side of the following described center line, lying within that parcel of land described in the instrument recorded in Book 503 at Page 55 of the official records of the Douglas County Clerk and Recorder's Office and being a portion of the south 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at a point on a northerly line of an existing 20' wide waterline easement from which the east one-quarter corner of said Section 1 bears N.78°48'45" E., a distance of 2596.89 feet; thence N.04°12'58" E., a distance of 10.00 feet to the Point of Terminus. This description contains 100 square feet.

Bearings are based on the east line of the SE 1/4 of said Section 1, being S 01°17'58" E.

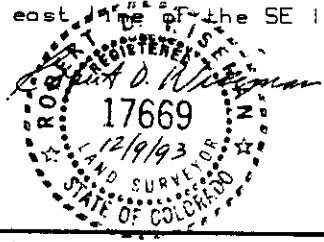
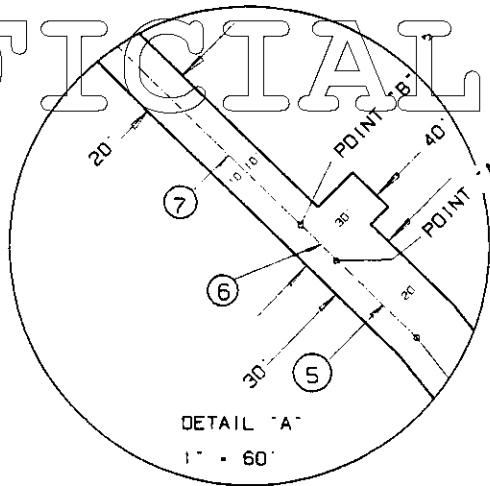
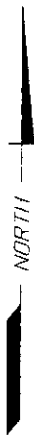
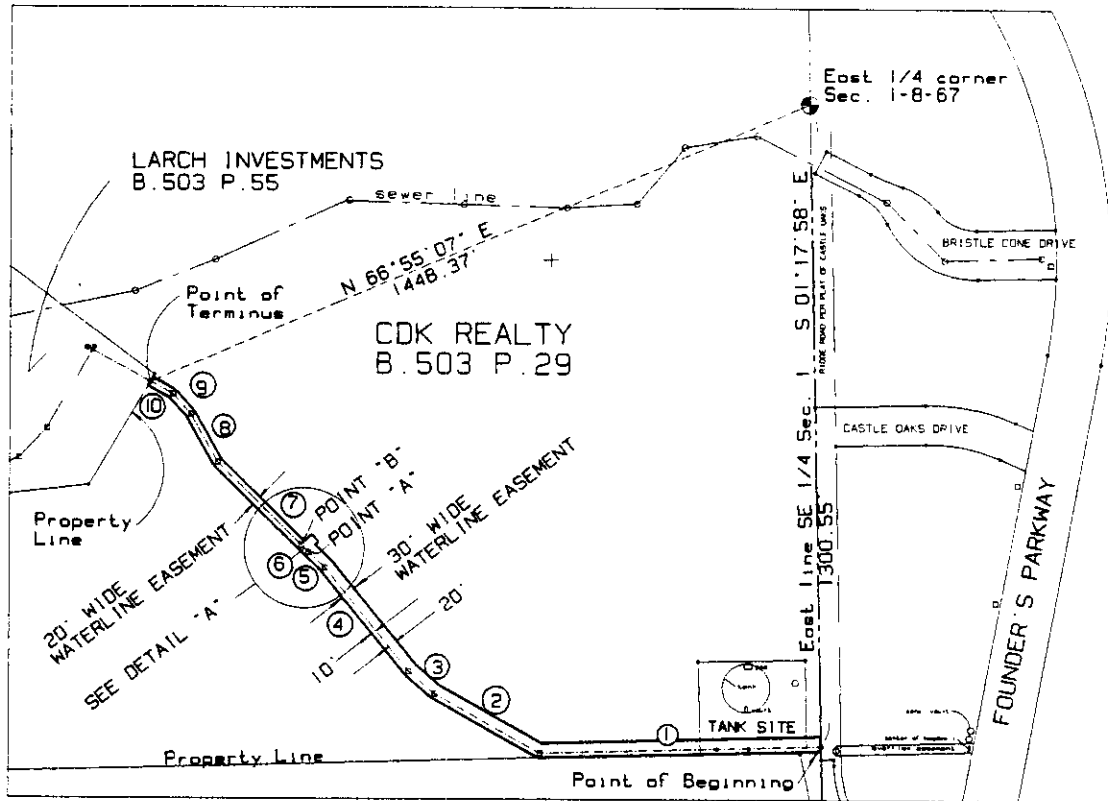


EXHIBIT 3-E

<p>ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 5564 SOUTH PRINCE STREET LITTLETON, CO 80120 (303) 797-1030 866-4308 MOBILE</p>	PROJECT NAME:		Surveyed By: R.W. & T.M.	
	10' WIDE VENT EASEMENT IN THE LARCH INVESTMENTS PROPERTY		Drawn By: R.D.W.	
			Checked By: T.A.M.	
			Scale: HOR: 1" = 300'	
PROJ NO: 303E		DATE: 12/7/93	VERT: N/A	
		SHEET: OF 1		

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0108 - \$245.00 - 30/ 49



NOTE:
Courses numbered ①, ②, ③, etc. above refer to the control line of the waterline easements and correspond to the numbered courses in the attached legal description.

SEE ATTACHED LEGAL DESCRIPTION

REV.: 3/29/94 - 40' EASEMENT

ENGINEERING SURVEYS, INC
REGISTERED LAND SURVEYORS
5564 SOUTH PRINCE STREET
LITTLETON, CO 80120
(303) 797-1030 888-4308(MOBILE)

PROJECT NAME
WATERLINE EASEMENT
IN THE
CDK REALTY PROPERTY

Surveyed by	R. K. & T. M.
Drawn by	R. C. W.
Checked by	T. A. M.
Scale	
HOR	1" = 300'
VERT	N/A
SHEET	OF

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0109 - \$245.00 - 31/ 49

EXHIBIT 3-F

LEGAL DESCRIPTION

Permanent Waterline Easement in the CDK Realty Property
(Revised 3/29/94)

A thirty (30) foot wide easement with ten (10) feet on the southerly side and twenty (20) feet on the northerly side of the following described control line, lying within that parcel of land described in the instrument recorded in Book 503 at Page 29 of the official records of the Douglas County Clerk and Recorder's Office (hereinafter referred to as the subject property) and being a portion of the east 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Commencing at the east one-quarter corner of said Section 1; thence S.01°17'58" E., along the east line of the SE 1/4 of said section, a distance of 1300.55 feet to the Point of Beginning;

- 1) Thence S.88°24'45" W., a distance of 570.71 feet;
- 2) Thence N.60°58'55" W., a distance of 245.08 feet;
- 3) Thence N.49°23'25" W., a distance of 68.47 feet;
- 4) Thence N.38°44'02" W., a distance of 270.80 feet;
- 5) Thence N.46°06'03" W., a distance of 45.00 feet to a Point "A" and the point of terminus of the thirty (30) foot wide easement;

Together with a forty (40) foot wide easement lying in the subject property with ten (10) feet on the southerly side and thirty (30) feet on the northerly side of the following described control line: Beginning at Point "A" (above);

- 6) Thence N.46°06'03" W., a distance of 20.00 feet to a Point "B" and the point of terminus of the forty (40) foot wide easement;

Together with a twenty (20) foot wide easement lying in the subject property with ten (10) feet on each side of the following described center line: Beginning at Point "B" (above);

- 7) Thence N.46°06'03" W., a distance of 237.95 feet;
- 8) Thence N.29°28'18" W., a distance of 111.78 feet;
- 9) Thence N.41°44'16" W., a distance of 55.30 feet;
- 10) Thence N.61°23'24" W., a distance of 51.94 feet to a point on a westerly property line of the subject property and the Point of Terminus, from which the east one-quarter corner of Section 1 bears N.66°55'07" E., a distance of 1448.37 feet, extending or shortening the sidelines of the easement to coincide with the property lines.

This description contains 1.05 acres more or less.

Bearings are based on the east line of the SE 1/4 of said Section 1, being S 01°17'58" E.

Prepared for: The Town of Castle Rock
680 N. Wilcox St.
Castle Rock, CO 80104

Prepared by: Engineering Surveys, Inc.
5564 S. Prince St., #8
Littleton, CO 80120

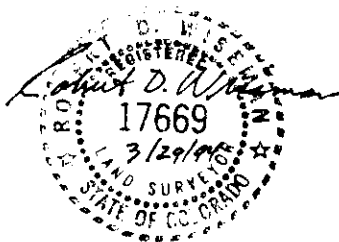


EXHIBIT 3-F

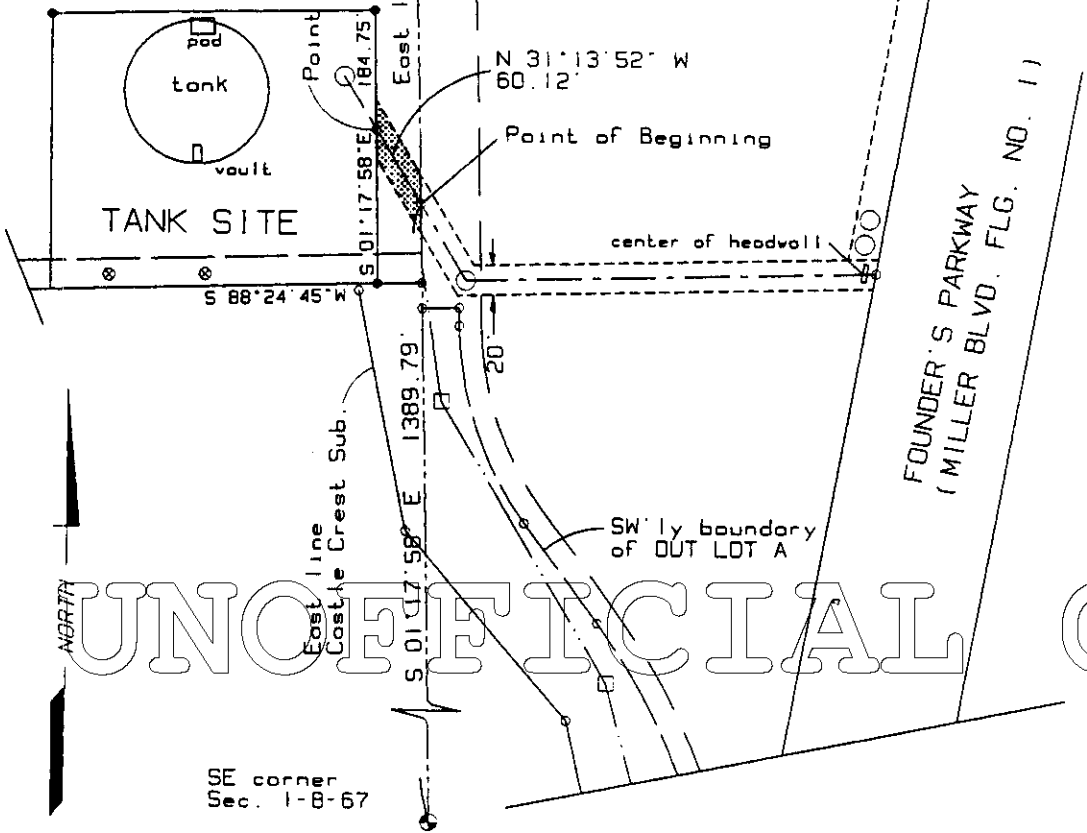
9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0110 - \$245.00
 - 32/ 49

COPY



CDK REALTY
B. 503 P. 29

OUTLOT "A"
CASTLE DAKS SUB.
(POPLAR INVESTMENTS)



UNOFFICIAL COPY

EXHIBIT 3-6

LEGAL DESCRIPTION

100 0 50 100

SCALE: 1" = 100'

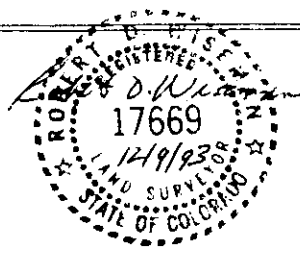
A twenty (20) foot wide easement lying in the SE 1/4 of Section 1, Township 8 South, Range 67 West of the 6th P.M., Douglas County, Colorado, said easement lying ten (10) feet on each side of the following described centerline:

Beginning at a point on the east line of said SE 1/4 of Section 1 from which the southeast corner of Section 1 bears S 01°17'58" E, a distance of 1389.79 feet; thence N 31°13'52" W, a distance of 60.12 feet to the east line of the Town of Castle Rock Tank Site and the Point of Terminus. The sidelines to be shortened or extended to intersect the east line of the SE 1/4 of Section 1 and the east line of the Town of Castle Rock Tank Site. Said easement contains 0.03 acres, more or less.

Bearings are based on the east line of the SE 1/4 of Section 1 being S 01°17'58" E.

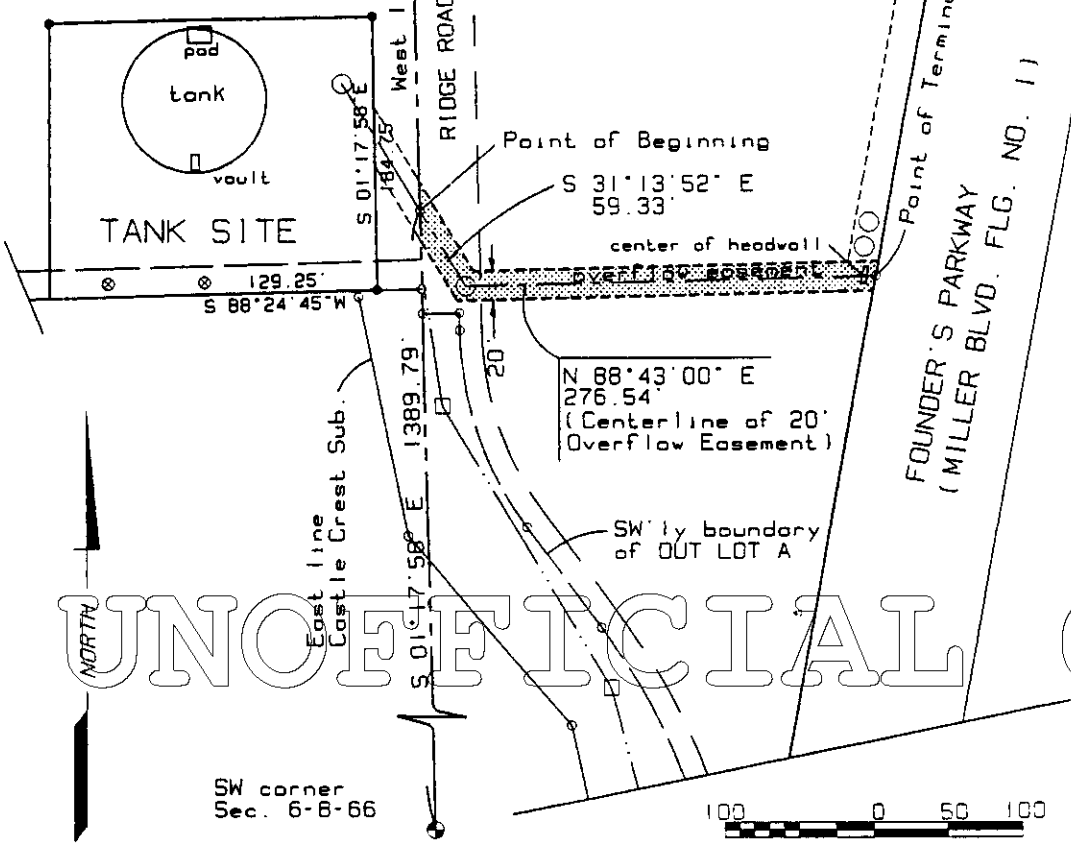
<p>ENGINEERING SURVEYS, INC. REGISTERED LAND SURVEYORS 5564 SOUTH PRINCE STREET LITTLETON, CO 80120 303.797.1030 868.4308(MOBILE)</p>	PROJECT NAME:		Surveyed
	20' WIDE OVERFLOW EASEMENT IN THE CDK REALTY PROPERTY.		By: R.W. & T.M.
PROJ NO: 3038	DATE: 12/1/93		Drawn
			By: R.D.W.
			Checked
			By: T.A.M.
			Scale
			HOR: 1" = 100'
			VERT: N/A
			SHEET
			CF 1

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0111 - \$245.00 - 33/ 49



CDK REALTY
B. 503 P. 29

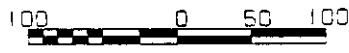
OUTLOT "A"
CASTLE OAKS SUB.
(POPLAR INVESTMENTS)



UNOFFICIAL COPY

EXHIBIT 3-H

SW corner
Sec. 6-6-66



SCALE: 1" = 100'

LEGAL DESCRIPTION

A twenty (20) foot wide easement lying in the SW 1/4 of Section 6, Township 8 South, Range 66 West of the 6th P.M., Douglas County, Colorado, said easement lying ten (10) feet on each side of the following described centerline:

Beginning at a point on the west line of said SW 1/4 of Section 6 from which the Southwest corner of Section 6 bears S 01°17'58" E, a distance of 1389.79 feet; thence S 31°13'52" E, a distance of 59.33 feet; thence N 88°43'00" E, a distance of 276.54 feet to the westerly right-of-way line of Founder's Parkway (Miller Blvd. Flg. No. 1) and the Point of Terminus. The sidelines to be shortened or extended to intersect the west line of the SW 1/4 of Section 6 and the westerly right-of-way line of Founder's Parkway. Said easement contains 0.15 acres, more or less.

Bearings are based on the west line of the SW 1/4 of Section 6 being S 01°17'58" E.

<p>ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 5564 SOUTH PRINCE STREET LITTLETON, CO 80120 1 303 797-1030 888-4308 MOBILE</p>	PROJECT NAME:		Surveyed By: R.W. & T.M.
	20' WIDE OVERFLOW EASEMENT IN THE POPLAR INVESTMENTS PROPERTY.		Drawn By: R.D.W.
			Checked By: T.A.M.
			Scale: HOR: 1" = 100' VERT: N/A
PROJ NO: 3038	DATE: 12/1/93	SHEET 1 OF 1	

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0112 - \$245.00 - 34/ 49

200 0 100 200

SCALE: 1" = 200'

CDK Realty
B.503 P.29

WOODLANDS FILING 3

WOODLANDS FLG. 3
TRACT J

FRM REALTY
B.671 P.751

Point of
Terminus

30' WIDE SEWER
LINE EASEMENT

Point of
Beginning

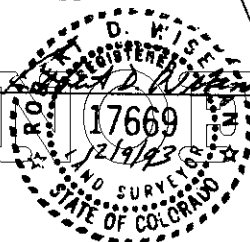
LARCH INVESTMENTS
B.503 P.55

ROWLEY DOWNS LAND CO.
B.1042 P.195

East 1/4 corner
Sec. 1
East line SE 1/4 Sec. 1-8-67
S 01°17'58" E

S 82°21'08" E
2585.77

UNOFFICIAL COPY



NOTE:
Courses numbered 1, 2, 3, etc.
above refer to the centerline of the
30' wide sewer easement and
correspond to the numbered courses
in the legal description.

LEGAL DESCRIPTION

Permanent Severline Easement in the FRM REALTY Property

A thirty (30) foot wide easement with fifteen (15) feet on each side of the following described centerline, lying within that parcel of land described in the instrument recorded in Book 671 at Page 751 of the official records of the Douglas County Clerk and Recorder's Office (hereinafter referred to as the subject property) and being a portion of the north 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at a point on a southerly line of the subject property from which the East 1/4 corner of said Section 1 bears S 82°21'08" E.. a distance of 2585.77 feet:

- 1) Thence N.80°23'03" W.. a distance of 136.38 feet;
- 2) Thence N.55°47'08" W.. a distance of 186.87 feet;
- 3) Thence S.85°32'21" W.. a distance of 174.06 feet, to a westerly line of the subject property and the Point of Terminus from which the east one-quarter corner of said Section 1 bears S.80°30'36" E.. a distance of 3051.14 feet, extending and shortening the side lines of said easement to coincide with the property lines.

This description contains 0.34 acres more or less.

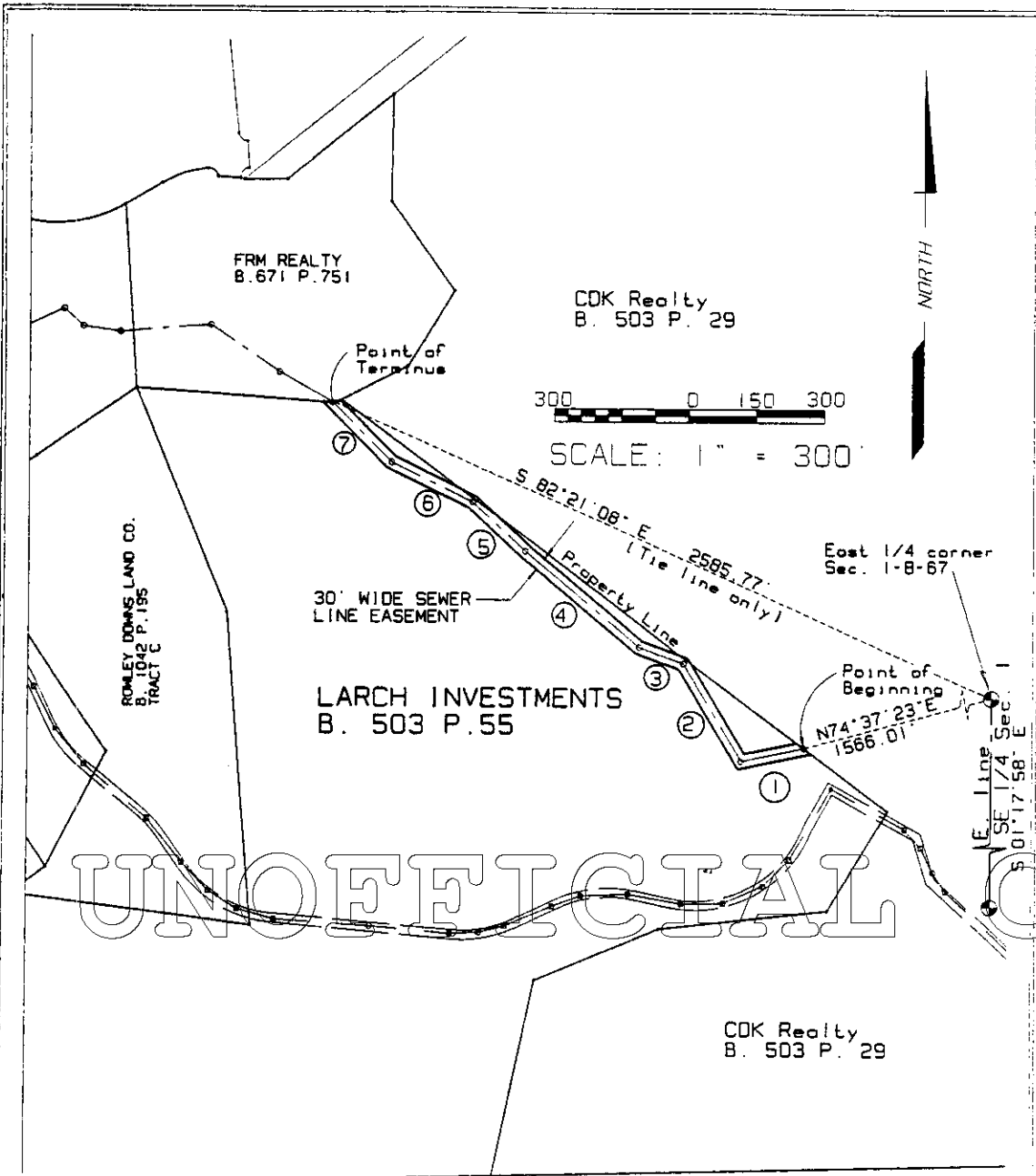
Bearings are based on the east line of the SE 1/4 of said Section 1, being S 01°17'58" E.

ENGINEERING SURVEYS, INC
 REGISTERED LAND SURVEYORS
 5564 SOUTH PRINCE STREET
 LITTLETON, CO 80120
 (303) 797-1030 888-4308(MOBILE)

PROJECT NAME:	
30' WIDE SEWER LINE EASEMENT IN THE FRM REALTY PROPERTY.	
PROJ. NO.:	3038
DATE:	12/1/93

Surveyed By:	R.W. & T.M.
Drawn By:	R.D.W.
Checked By:	T.A.M.
Scale:	HOR: 1" = 200'
	VERT: N/A
SHEET	1 OF 2

EXHIBIT 37




UNOFFICIAL COPY

NOTE:
Courses numbered ①, ②, ③ etc.
above refer to the centerline of the
30' wide sewer easement and
correspond to the numbered courses
in the attached legal description.

EXHIBIT 3-J

SEE ATTACHED LEGAL DESCRIPTION

 ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 5564 SOUTH PRINCE STREET LITTLETON, CO 80120 (303) 757-1030 866-4308(MOBILE)	PROJECT NAME: 30' WIDE SEWER LINE EASEMENT IN THE LARCH INVESTMENTS PROPERTY.		Surveyed By: R W & T V Drawn By: R D W Checked By: T A V Scale: HQR 1" = 300' VERT: N/A
	PROJ NO: 3038	DATE: 12/1/93	SHEET: 1 OF 1

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0114 - \$245.00 - 36/ 49

LEGAL DESCRIPTION

Permanent Sewerline Easement in the LARCH INVESTMENTS Property

A thirty (30) foot wide easement with fifteen (15) feet on each side of the following described centerline, lying within that parcel of land described in the instrument recorded in Book 503 at Page 55 of the official records of the Douglas County Clerk and Recorder's Office (hereinafter referred to as the subject property) and being a portion of the east 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at a point on an easterly line of the subject property from which the East 1/4 corner of said Section 1 bears N.74°37'23" E., a distance of 1566.01 feet;

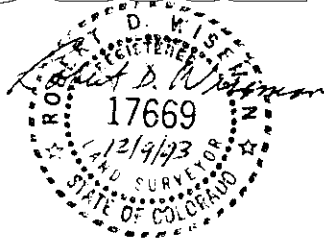
- 1) Thence S.78°09'31" W., a distance of 141.84 feet;
- 2) Thence N.31°05'55" W., a distance of 251.35 feet;
- 3) Thence N.70°18'24" W., a distance of 105.68 feet;
- 4) Thence N.50°45'26" W., a distance of 330.28 feet;
- 5) Thence N.47°04'50" W., a distance of 159.66 feet;
- 6) Thence N.64°05'13" W., a distance of 200.80 feet;
- 7) Thence N.44°48'16" W., a distance of 186.38 feet to a northerly line of the subject property and the Point of Terminus from which the east one-quarter corner of said Section 1 bears S.82°21'08" E., a distance of 2585.77 feet, extending and shortening the side lines of said easement to coincide with the property lines.

This description contains 0.95 acres more or less.

Bearings are based on the east line of the SE 1/4 of said Section 1, being S 01°17'58" E.

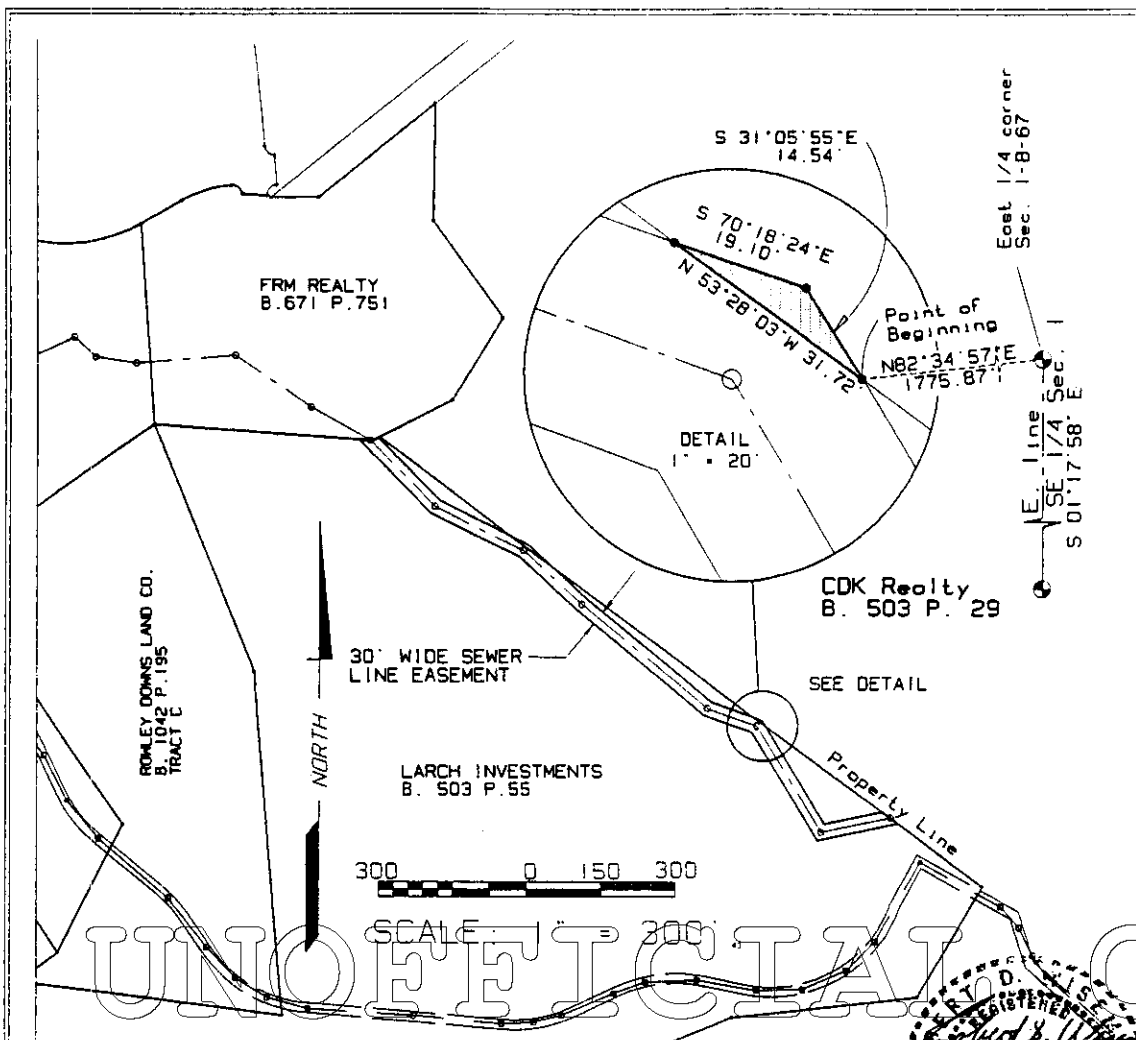
Prepared for: The Town of Castle Rock
680 N. Wilcox St.
Castle Rock, CO 80104

Prepared by: Engineering Surveys, Inc.
5564 S. Prince St., #8
Littleton, CO 80120

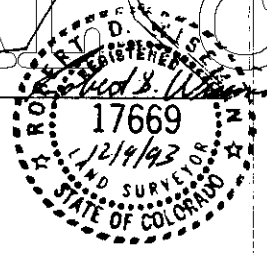


COPY

EXHIBIT 3-J



UNOFFICIAL COPY



LEGAL DESCRIPTION

Permanent Sewerline Easement in the CDK Realty Property

A permanent sewer line easement lying within that parcel of land described in the instrument recorded in Book 503 at Page 29 of the official records of the Douglas County Clerk and Recorder's Office (hereinafter referred to as the subject property) and being a portion of the east 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at a point on a westerly line of the subject property from which the east one-quarter corner of said Section 1 bears N.82°34'57" E., a distance of 1775.87 feet; thence N.53°28'03" W., a distance of 31.72 feet; thence S.70°18'24" E., a distance of 19.10 feet; thence S.31°05'55" E., a distance of 14.54 feet to the Point of Beginning.

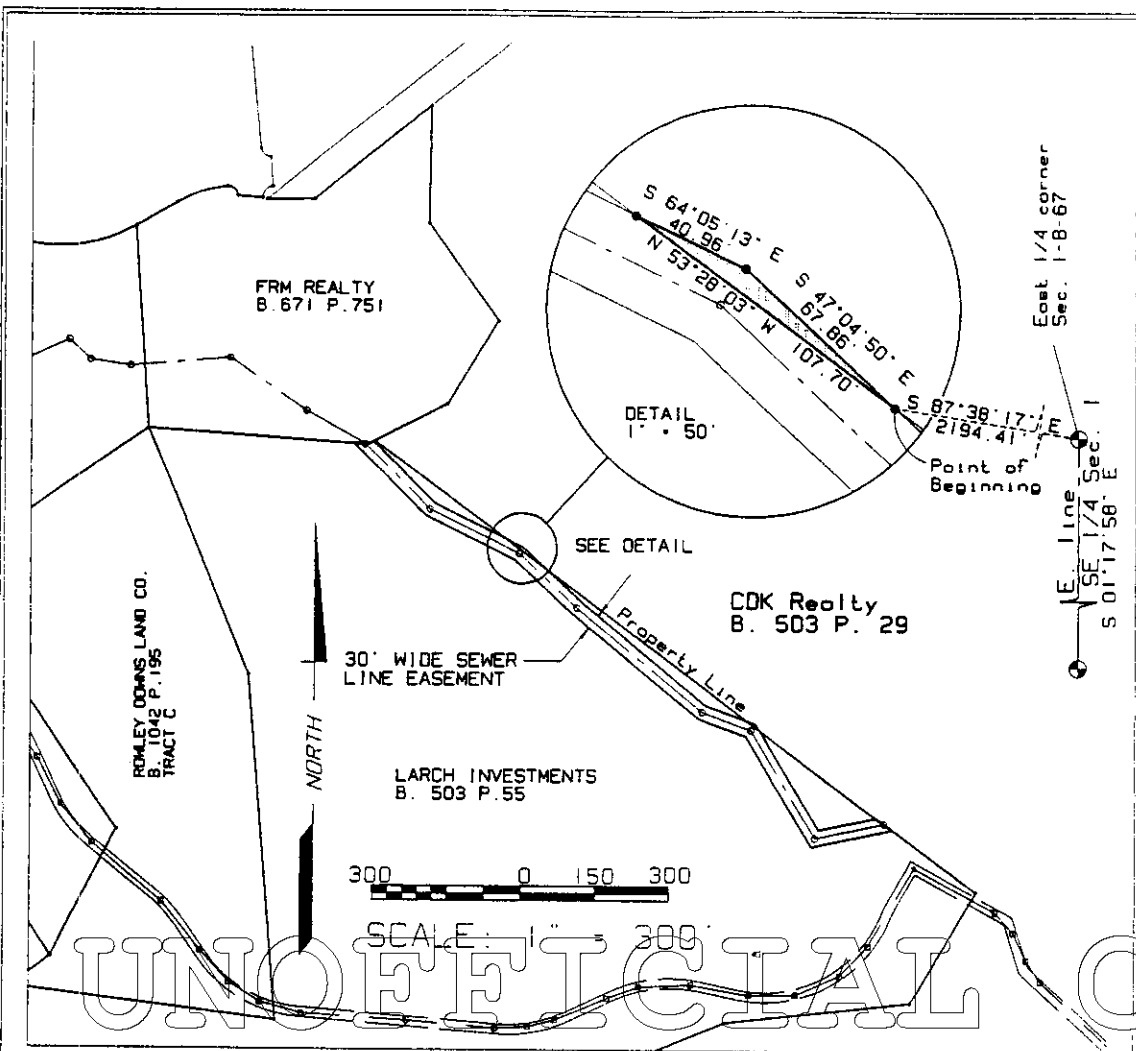
This description contains 0.002 acres more or less.

Bearings are based on the east line of the SE 1/4 of said Section 1, being S 01°17'58" E.

EXHIBIT 3-K

ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 3564 SOUTH PRINCE STREET LITTLETON, CO 80120 303.797.1030 866.4308 MOBILE	PROJECT NAME: <p style="text-align: center; font-weight: bold;">SEWER LINE EASEMENT IN THE CDK REALTY PROPERTY</p>	Surveyed by: R W & T M Drawn by: R G W Checked by: T A M Scale: HOR: 1" = 300' VERT: N/A
	PROJ NO.: 3038 DATE: 12/1/93	SHEET 1 OF 1

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0116 - \$245.00 - 38/ 49



UNOFFICIAL COPY

LEGAL DESCRIPTION

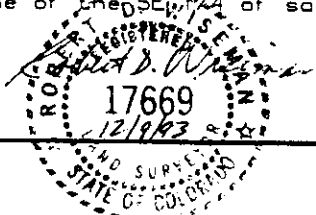
Permanent Sewerline Easement in the CDK Realty Property

A permanent sewer line easement lying within that parcel of land described in the instrument recorded in Book 503 at Page 29 of the official records of the Douglas County Clerk and Recorder's Office (hereinafter referred to as the subject property) and being a portion of the east 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at a point on a westerly line of the subject property from which the east one-quarter corner of said Section 1 bears S. 87°38'17" E., a distance of 2194.41 feet; thence N. 53°28'03" W., a distance of 107.70 feet; thence S. 64°05'13" E., a distance of 40.96 feet; thence S. 47°04'50" E., a distance of 67.86 feet to the Point of Beginning.

This description contains 0.009 acres more or less.

Bearings are based on the east line of the SE 1/4 of said Section 1, being S 01°17'58" E.




 ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 5564 SOUTH PRINCE STREET LITTLETON, CO 80120 (303) 797-1030 888-4309(MOB/LE)	PROJECT NAME		Surveyed by: R.W. & T.M.
	SEWER LINE EASEMENT IN THE CDK REALTY PROPERTY		Drawn by: R.W.
PROJ NO : 3038	DATE: 12/1/93	Checked by: T.A.M.	
		Scale: HOR: 1" = 300'	VERT: N/A
		SHEET 1 OF 1	

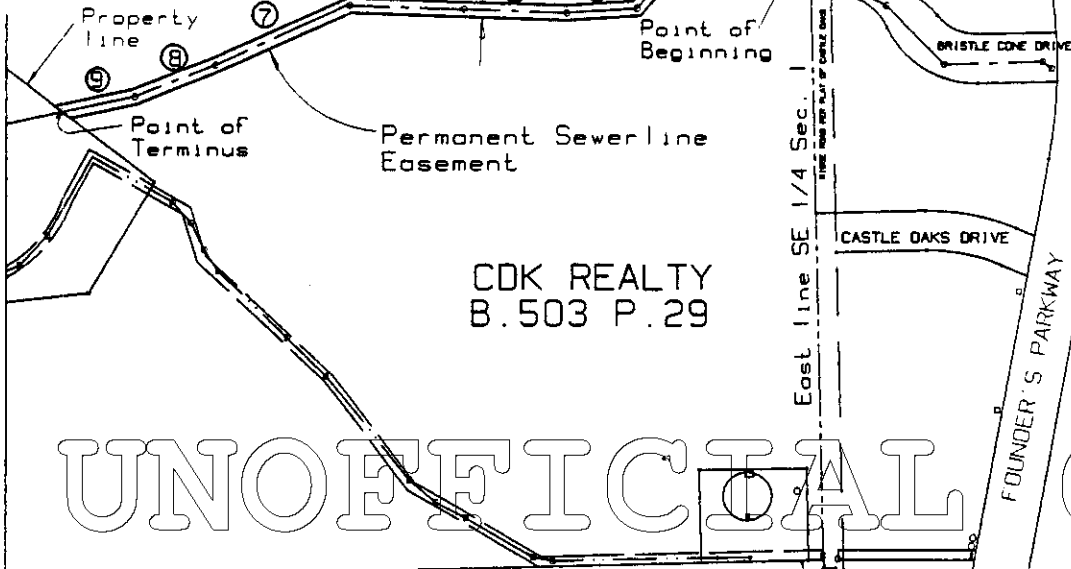
EXHIBIT 3-2

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0117 - \$245.00 - 39/ 49

CDK REALTY
B.503 P.29

East 1/4 corner
Sec. 1-B-67

S 01°17'58"E
118.73'



CDK REALTY
B.503 P.29

UNOFFICIAL COPY

EXHIBIT 3-17


NOTE:
Courses numbered ①, ②, ③, etc.
above refer to the centerline of the
30' wide sewer easement and
correspond to the numbered courses
in the attached legal description.

NORTH

300 0 150 300

SCALE: 1" = 300'

SEE ATTACHED LEGAL DESCRIPTION

 ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 5564 SOUTH PRINCE STREET LITTLETON, CO 80120 (303) 797-1030 888-4308(MOBILE)	PROJECT NAME: 30' WIDE SEWER LINE EASEMENT IN THE CDK REALTY PROPERTY		Surveyed By: R.W. & T.M. Drawn By: R.W. Checked By: T.A.M. Scale: HOR: 1" = 300 VERT: N/A
	PROJ NO: 3038	DATE: 12/1/93	SHEET: 1 OF

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0118 - \$245.00 - 40/ 49

LEGAL DESCRIPTION

Permanent Sewerline Easement in the CDK Realty Property

A thirty (30) foot wide easement with fifteen (15) feet on each side of the following described centerline, lying within that parcel of land described in the instrument recorded in Book 503 at Page 29 of the official records of the Douglas County Clerk and Recorder's Office (hereinafter referred to as the subject property) and being a portion of the east 1/2 of Section 1, Township 8 South, Range 67 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Commencing at the east one-quarter corner of said Section 1; thence S.01°17'58" E., along the east line of the SE 1/4 of said section, a distance of 118.73 feet to the Point of Beginning;

- 1) Thence N.63°12'15" W., a distance of 121.90 feet;
- 2) Thence S.80°51'18" W., a distance of 148.30 feet;
- 3) Thence S.39°50'07" W., a distance of 149.92 feet;
- 4) Thence S.86°15'32" W., a distance of 143.25 feet;
- 5) Thence N.88°15'26" W., a distance of 207.83 feet;
- 6) Thence N.88°20'30" W., a distance of 237.66 feet;
- 7) Thence S.65°16'11" W., a distance of 290.67 feet;
- 8) Thence S.68°26'57" W., a distance of 175.58 feet;
- 9) Thence S.78°09'31" W., a distance of 148.99 feet to a westerly line of the subject property and the Point of Terminus from which the east one-quarter corner of said Section 1 bears N.74°37'23" E., a distance of 1566.01 feet, extending and shortening the side lines of said easement to coincide with the east line of the SE 1/4 of Section 1 and the westerly line of the subject property.

This description contains 1.12 acres more or less.

Bearings are based on the east line of the SE 1/4 of said Section 1, being S 01°17'58" E.

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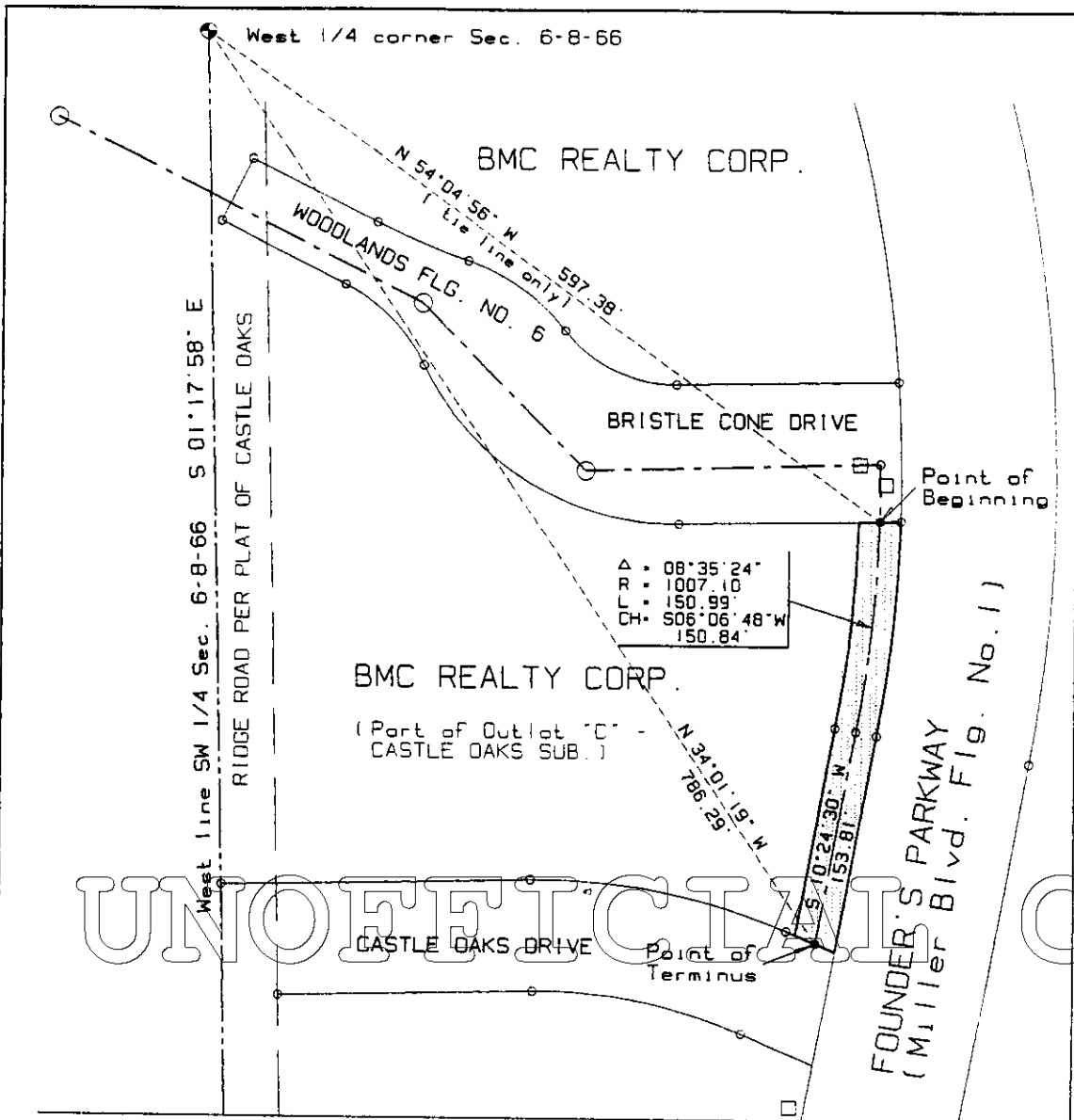
Prepared for: The Town of Castle Rock
680 N. Wilcox St.
Castle Rock, CO 80104

Prepared by: Engineering Surveys, Inc.
5564 S. Prince St., #8
Littleton, CO 80120

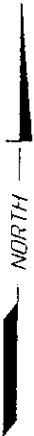


EXHIBIT 3-m

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0119 - \$245.00 - 41/ 49



UNOFFICIAL COPY



100 0 50 100

SCALE: 1" = 100'

EXHIBIT 3-N

SEE ATTACHED LEGAL DESCRIPTION

ENGINEERING SURVEYS, INC
 REGISTERED LAND SURVEYORS
 5564 SOUTH PRINCE STREET
 LITTLETON, CO 80120
 (303) 797-1030 888-4308(MOBILE)

PROJECT NAME:
 30' WIDE SEWER LINE
 EASEMENT IN THE BMC
 REALTY CORP. PROPERTY

Surveyed
 By: R.W. & T.M.
 Drawn
 By: R.D.W.
 Checked
 By: T.A.M.
 Scale:
 HOR: 1" = 100'
 VERT: N/A/

PROJ NO.: 3038

DATE: 12/1/93

SHEET 1 OF 1

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0120 - \$245.00 - 42/ 49

LEGAL DESCRIPTION

Permanent Sewerline Easement in the BMC Realty Corp Property

A thirty (30) foot wide easement with fifteen (15) feet on each side of the following described centerline, being a portion of the SW 1/4 of Section 6, Township 8 South, Range 66 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at a point from which the west one-quarter corner of said Section 6 bears N.54°04'56" W., a distance of 597.38 feet, said point being 15.00 feet westerly of the westerly right-of-way line of Founder's Parkway (Miller Blvd. Filing No. 1), said point also being on the southerly right-of-way line of Bristle Cone Drive according to the recorded plat of Woodlands Filing No. 6;

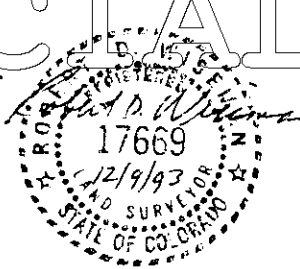
- 1) Thence southerly, along the arc of a curve to the right, said curve lying 15.00 feet westerly of and parallel with the westerly right-of-way line of Founders Parkway and having a central angle of 08°35'24", a radius of 1007.10 feet, an arc length of 150.99 feet and a chord which bears S 06°06'48" W, 150.84 feet;
- 2) Thence S.10°24'30" W, a distance of 153.81 feet to the Point of Terminus from which the west one-quarter corner of Section 6 bears N.34°01'19" W, a distance of 786.29 feet, extending and shortening the side lines of said easement to coincide with the property lines.

This description contains 0.21 acres more or less.

Bearings are based on the west line of the SW 1/4 of said Section 6, being S 01°17'58" E.

Prepared for: The Town of Castle Rock
680 N. Wilcox St.
Castle Rock, CO 80104

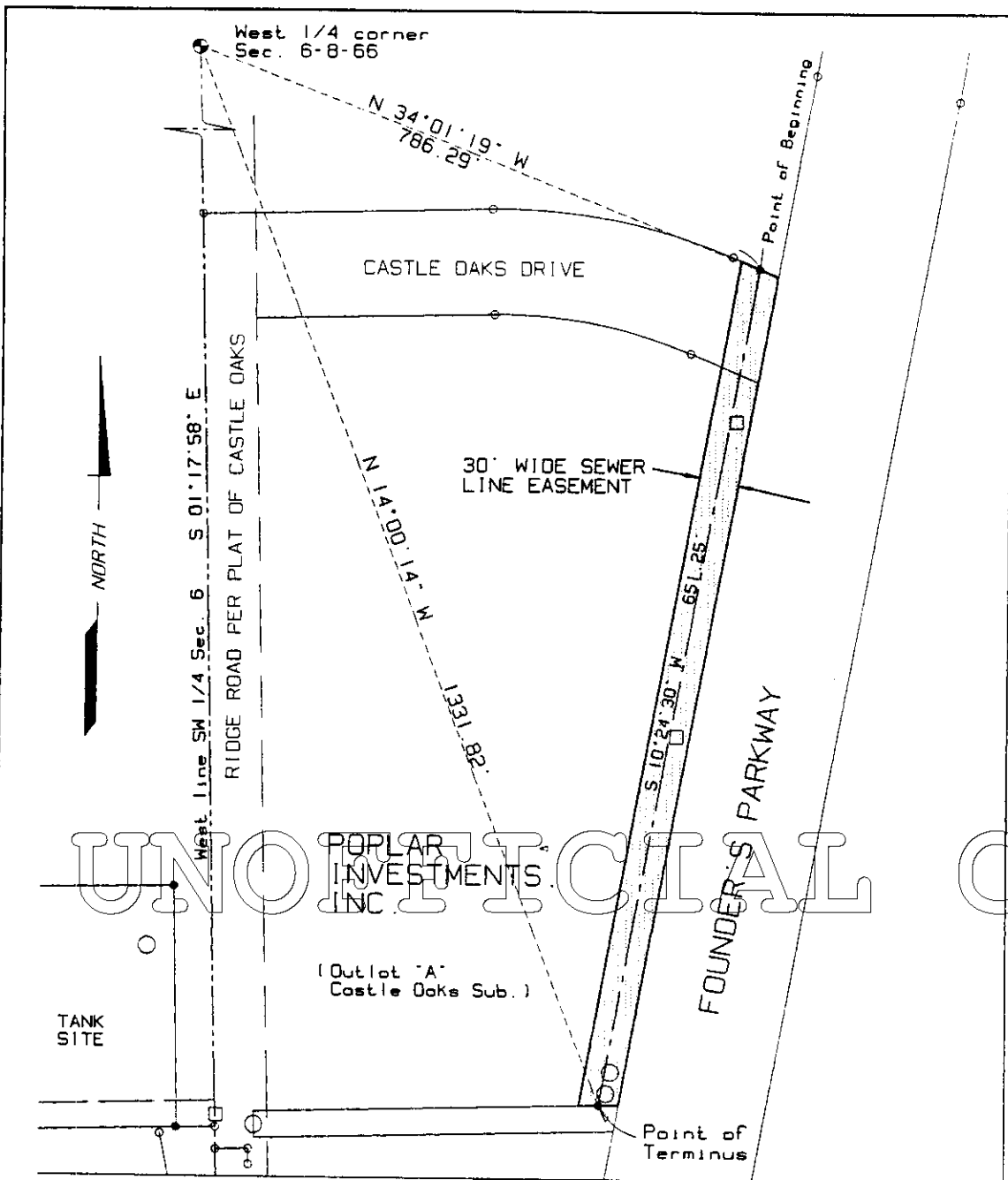
Prepared by: Engineering Surveys, Inc.
5564 S. Prince St., #8
Littleton, CO 80120



UNOFFICIAL COPY

EXHIBIT 3-N

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0121 - \$245.00 - 43/ 49



UNOFFICIAL COPY

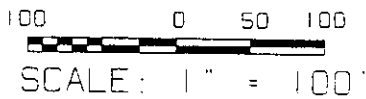



EXHIBIT 3-0

SEE ATTACHED LEGAL DESCRIPTION

 ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 5564 SOUTH PRINCE STREET LITTLETON, CO 80120 (303) 797-1030 888-4308(MOBILE)	PROJECT NAME:	Surveyed By: R.W. & T.M. Drawn By: R.D.W. Checked By: T.A.M. Scale: HOR: 1" = 100' VERT: N/A
	30' WIDE SEWER LINE EASEMENT IN THE POPLAR INVESTMENTS PROPERTY.	PROJ NO: 3036 DATE: 12/1/93 SHEET 1 OF 2

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 B1229 - P0122 - \$245.00 - 44/ 49

LEGAL DESCRIPTION

Permanent Sewerline Easement in the POPLAR INVESTMENTS Property

A thirty (30) foot wide easement with fifteen (15) feet on each side of the following described centerline, being a portion of the SW 1/4 of Section 6, Township 8 South, Range 66 West of the 6th P.M., in the County of Douglas, State of Colorado, being more particularly described as follows:

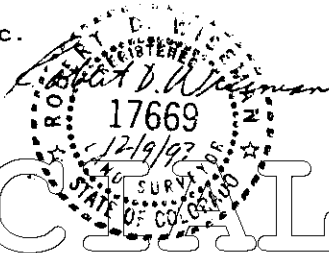
Beginning at a point from which the west one-quarter corner of said Section 6 bears N.34°01'19" W., a distance of 786.29 feet, said point lying 15.00 feet westerly of the westerly right-of-way line of Founder's Parkway; thence S.10°24'30" W., along a line 15.00 feet westerly of and parallel with the westerly right-of-way line of Founder's Parkway, a distance of 651.25 feet to the Point of Terminus from which the west one-quarter corner of said Section 6 bears N.14°00'14" W., a distance of 1331.82 feet

This description contains 0.45 acres more or less.

Bearings are based on the west line of the SW 1/4 of said Section 6, being S 01°17'58" E.

Prepared for: The Town of Castle Rock
680 N. Wilcox St.
Castle Rock, CO 80104

Prepared by: Engineering Surveys, Inc.
5564 S. Prince St., #8
Littleton, CO 80120



UNOFFICIAL COPY

EXHIBIT 3-0

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0123 - \$245.00 - 45/ 49

EXHIBIT 4

EASEMENT AGREEMENT

DATE: _____, 1994

GRANTOR(S): _____

GRANTEE(S): TOWN OF CASTLE ROCK, a home rule municipal corporation, 680 N. Wilcox Street, Castle Rock, Colorado 80104.

RECITALS:

Grantee has determined that it needs to acquire a certain permanent easement (the "easement") from Grantor on property owned by Grantor and the parties have agreed to the terms and consideration for the grant of the easement.

GRANT:

Grantor, in consideration of _____ and other good and valuable consideration the receipt and sufficiency of which is acknowledged by Grantor, conveys to Grantee, its successors and assigns, an easement over that portion of Grantor's property located in Douglas County, Colorado described on the attached Exhibits A and B as follows (the "property"):

TERMS:

1. Grantor represents to Grantee that Grantor is the record owner of the property and that Grantor has power and authority to grant this easement, subject to prior liens, encumbrances and other interests of record, if any.

2. The easement is a permanent easement to allow Grantee, and its contractors and agents to maintain, repair, replace and enlarge from time to time the _____.

3. All construction activity by Grantee, and its contractors and agents shall be maintained within the easement boundaries and upon completion of construction, reconstruction or repair, the surface of the property shall be restored, to the extent practicable, to its pre-existing condition, except where the surface is permanently modified with improvements. All construction shall be at the sole expense of the Grantee, and Town shall promptly pay all construction costs and expenses.

4. Grantor shall not make any use of the property which will materially interfere with Grantee's use and enjoyment of the easement. Grantor reserves the right to use the property for all other purposes.

5. To the extent permitted by law, Grantee shall indemnify Grantor from any and all liability, costs or expenses incurred as a result of Grantee's use of the property under its easement rights. Grantee shall obtain and keep in full force and effect general liability insurance covering its actions permitted under the easement in an amount at least equivalent to Grantee's liability under the Colorado Governmental Immunity Act. This indemnification shall not constitute a waiver or release by Grantee of any immunity or limitation on liability under the Governmental Immunity Act.

6. Any breach of this agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief, and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

7. This agreement may be recorded by Grantee with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the parties.

GRANTOR:

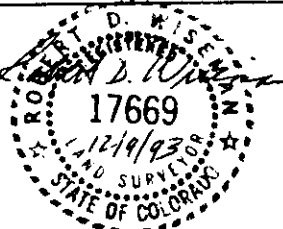
UNOFFICIAL COPY
STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by _____.

Witness my official hand and seal.

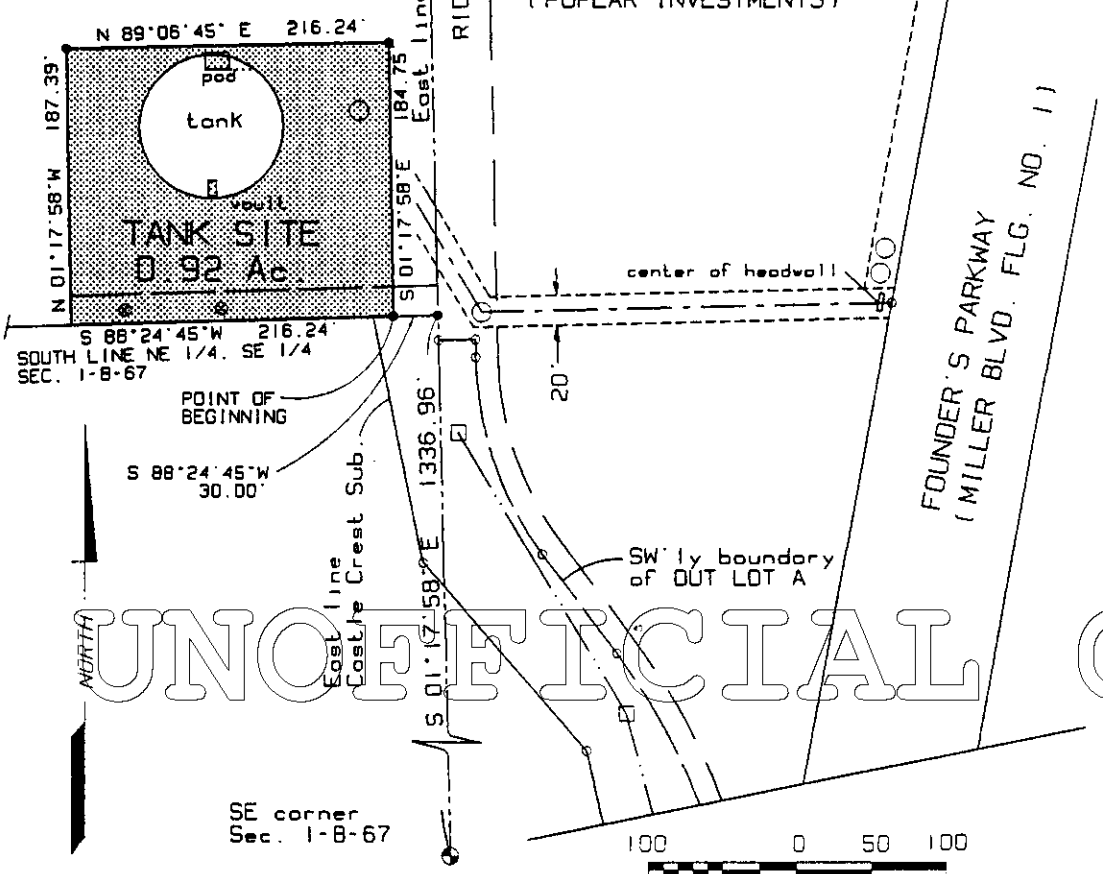
My Commission expires: _____.

Notary Public



CDK REALTY
B. 503 P. 29

OUTLOT "A"
CASTLE OAKS SUB.
(POPLAR INVESTMENTS)



UNOFFICIAL COPY

EXHIBIT 5

LEGAL DESCRIPTION

A parcel of land lying in the NE 1/4, SE 1/4 of Section 1, Township 8 South, Range 67 West of the 6th P.M., Douglas County, Colorado, and being a part of that overall property as described in instrument recorded in Book 503 at Page 29 of the official records of the Douglas County Clerk and Recorder's Office, said parcel being more particularly described as follows:

Commencing at a point on the east line of said SE 1/4 of Section 1 from which the southeast corner of Section 1 bears S 01°17'58" E, a distance of 1336.96 feet; thence S 88°24'45" W, a distance of 30.00 feet to the POINT OF BEGINNING; thence S 88°24'45" W, a distance of 216.24 feet; thence N 01°17'58" W, a distance of 187.39 feet; thence N 89°06'45" E, a distance of 216.24 feet; thence S 01°17'58" E, a distance of 184.75 feet to the POINT OF BEGINNING, containing an area of 0.92 acres, more or less.

Bearings are based on the east line of the SE 1/4 of Section 1 being S 01°17'58" E.

<p>ENGINEERING SURVEYS, INC REGISTERED LAND SURVEYORS 5564 SOUTH PRINCE STREET LITTLETON, CO 80120 (303) 797-1030 888-4308 (MOBILE)</p>	PROJECT NAME:	Surveyed By: R.W. & J.M. Drawn By: R.D.W. Checked By: T.A.M. Scale: HORIZ: 1" = 100' VERT: N/A
	TANK SITE in the CDK REALTY PROPERTY	PROJ NO : 3038 DATE: 12/1/93 SHEET 1 OF 1

9457237 - 11/04/94 14:10 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1229 - P0127 - \$245.00 - 49/ 49