

3 1 0 8 2 2

BOOK 488 PAGE 359

ANNEXATION CONTRACT

YOUNG PUD

RETA ALGRAIN

RECORDER

\$66.00 pd

AUG 30 4 30 PM '83

AGREEMENT made this 16th day of August, 1983, by and between THE TOWN OF CASTLE ROCK, STATE OF COLORADO, a Colorado municipal corporation, hereinafter referred to as "Town", and MICHAEL YOUNG, or his heirs or assigns, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer desires to annex certain lands to the Town of Castle Rock, to be known as Young PUD, more particularly described in Exhibit "A", (hereinafter "the land") attached hereto and made a part hereof; and

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

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

SECTION I.

DEVELOPER-UNIFIED DEVELOPMENT CONTROL

1.1. "Developer" as used herein shall mean MICHAEL YOUNG, or his designees, heirs, successors or assigns in the capacity of Developer. Developer shall at all times be charged with the responsibility of providing unified developmental control for such development activities as may take place on the land, in addition to the other responsibilities of Developer as set forth herein. Developer shall warrant all public improvements

constructed by it and its subcontractors, and shall exercise reasonable care in requiring sub-developers to warrant such improvements as may be constructed by sub-developers and their subcontractors.

1.2. "Sub-Developer" as used herein shall mean developers of portions of the land, under the unified developmental control of Developer. Sub-Developers shall warrant all public improvements constructed by them.

## SECTION II.

### GENERAL RESPONSIBILITIES OF TOWN

2.1. To permit Developer and Sub-Developers to connect with Town's water and sewer systems at such reasonably accessible locations as determined by Town.

2.2. To furnish water and sewer service to users of such services within land and charge such rates and connection charges as are then applicable and charged by Ordinance to other users of such services within the Town.

2.3. To accept for continual maintenance all dedicated or deeded water mains and lines, sewer mains and lines, manholes, fire hydrants, streets, curbs, gutters, sidewalks, and/or bikepaths, culverts, bridges, drainage structures, and all other appurtenant structures, as soon as the same are completed to Town approved specifications, subject to a one-year warranty by Developer or Sub-Developer against defective materials and/or workmanship which year shall commence as set forth in Section IV.

2.4. To install meter pits and water meters, to Town specifications.

2.5. To provide all municipal services, including police and fire protection as are furnished to other developed areas within Town's corporate limits.

### SECTION III.

#### GENERAL RESPONSIBILITIES OF DEVELOPER AND/OR SUB-DEVELOPER

3.1. To install and dedicate public improvements, as required, pursuant to Town Subdivision Regulations and Town standard construction specifications. The term "public improvements" shall mean on site public streets and striping, curb, gutter, sidewalks and/or bikepaths, water and sewer, transmission lines and service lines, manholes, drainage structures, lift and pump stations and non-electric traffic and street signs. All such public improvements shall be dedicated to Town by plat, or with the consent of Town, by deed. The bikepath crossing South Valley Drive at said streets crossing of the major drainage separating "Area 1" and "Area 2" as identified on the approved Preliminary Site Plan shall be grade separated from said Valley Drive by routing said bikepath under the bridge to be constructed at such location. A minimum of 7 feet of clearance will be provided.

3.2. Developer agrees to pay to Town, at time of final plat approval, a sum equal to the number of street lights deemed reasonably necessary to serve the area so platted times \$300.00, on condition, however, that Town shall cause the Intermountain Rural Electric Association to install "7000 Mercury Lumen" street

lights with hollow fiber poles and decorative fixtures (with either "colonial" motif or "modern" motif fixtures, at Developer's option), which street lights are known to and described as "decorative street lights" by said I.R.E.A. In the event such lights are not available at the time they are to be installed, a reasonable substitution, (but Not I.R.E.A.'s "standard" street light) may be installed.

3.3. In the construction of on site water mains and sewer lines, (or off site mains or lines to the extent the same are made necessary by the service needs of the land) Developer or Sub-Developer shall have the responsibility to construct any such mains or lines up to and including 12 inches in diameter, at Developer's or Sub-Developer's expense, when so required by Town. In applicable circumstances, Developer or Sub-Developer will receive recoupment for its expenses, pursuant to Town ordinance. In the event Town requires Developer or Sub-Developer to construct mains or lines exceeding 12 inches in diameter (except in cases where needs of the land itself require mains or lines of greater size) Town shall reimburse Developer in an amount equal to the additional costs incurred in such oversizing.

3.4. Any lift or pump stations which may be permitted by Town shall be engineered and installed at Developer's or Sub-Developer's expense, to Town specifications. In the event any temporary lift or pump stations are required, Developer or Sub-Developer shall pay the expense of engineering, installation and removal of the same.

3.5. From and after the date of Town's acceptance, subject to the one-year warranty as set forth herein, Developer or Sub-Developer shall have no responsibility to erect additional public improvements or to maintain public improvements within any finally platted area, except in instances where Developer's subsequent activities in adjacent areas made such additional public improvement necessary, or except in instances wherein the land owned by Developer or Sub-Developer or portions thereof may be made subject to assessment or taxation by means of its inclusion within a special improvement district.

3.6. The parties agree that all of the above obligations of Developer or Sub-Developer shall be at such Developer's expense and shall be at no expense to Town.

3.7. Developer or Sub-Developer shall pay to Town such tap, development and other fees as are established by ordinance and charged to others within the Town. Credits for such fees, whether paid in cash or in the form of credits against such fees, shall be fully transferable. In the event Town adopts an ordinance of general application imposing a fee for school development, which provides that said fee is to be imposed upon all new construction or new residential construction within the Town of Castle Rock, for which a building permit is issued on or after the effective date of said ordinance, Developer agrees that the provisions of said ordinance shall apply to and be payable on account of said construction occurring on the land as provided in said ordinance, from the effective date thereof unless or until the same is repealed, found invalid, or the enforcement thereof

is suspended.

3.8. Developer agrees to complete, to Town specifications, that portion of Valley Drive extending southerly from the present southern terminus thereof to the southern boundary of the South Memmen Preliminary Site Plan as identified upon the Young-American Preliminary Site Plan approved herewith, to include curb, gutter, and sidewalk (or separated bikepath in the alternative at Town's option) at such time as 200 dwelling units are constructed within the Young-American P.U.D.

3.9. Not later than the time of approval of the first final plat upon the land, Developer agrees to convey a right of way either in the form of an easement or in fee, to Town, said right of way being 70 feet in width, and extending from the present southern terminus of Valley Drive as now platted, to the south boundary line of the South Memmen P.U.D. If such right of way is in the form of an easement, Developer shall convey the fee at the time each area adjoining such easement is finally platted.

#### SECTION IV.

##### DEVELOPER'S WARRANTY PUBLIC IMPROVEMENTS

4.1. Developer's or Sub-Developer's one-year warranty, as set forth in Subsection 2.3., shall commence upon acceptance of the warranted installation by Town. Acceptance shall be evidenced by a letter executed by Town's Building/Construction Inspector or other official designated by Town. Developer's or Sub-Developer's warranty, with regard to the installations therein described, shall expire on the first anniversary date of

said letter. Said letter, or a letter specifically enumerating and describing those defects which preclude Town's acceptance of said installations shall be sent to Developer within thirty (30) working days of Developer's or Sub-Developer's written request for inspection and acceptance, provided such inspection may be reasonably accomplished within such thirty (30) days. If such inspection cannot be so accomplished, Town may notify Developer or Sub-Developer in writing as to the additional time required, but in no event to exceed an additional thirty (30) days. Failure of Town to respond to Developer's or Sub-Developer's request for inspection and acceptance within said thirty (30) day period (or sixty (60) day period if extended by Town in writing as above set forth) shall constitute acceptance of the installations described in said letter and the one-year warranty shall commence on the thirty-first (31st) (or sixty-first (61st), as the case may be) working day following the date of said letter for the installations described therein.

4.2 In the event Town and Developer or Sub-Developer are unable to agree as to what modifications need be made to any such public improvement to secure its acceptance by Town, such dispute, at the option of Town, shall be resolved judicially or in binding arbitration before the American Arbitration Association, or other mutually agreeable arbitrator.

## SECTION V.

## SURETIES FOR PUBLIC IMPROVEMENTS

5.1. "Public improvements" as the term is used in this Section V shall include and be limited to those items enumerated in Subsection 3.1 above, and such other public improvements as Developer is required to construct.

5.2. "Administrative Project Areas" as the term is used in this Section V shall mean such logical development areas as are agreed to and designated by Town and Developer for the purpose of making determinations regarding completion of public improvements and the amount of the sureties required under the provisions of this section. Designated administrative project areas may include all or any part of one or more areas described in any plat or site plan.

5.3. It is agreed that the completion of all dedicated public improvements shall be assured by appropriate bond, cash escrow, irrevocable letter of credit (acceptable to Town in its sole discretion), or other appropriate surety (acceptable to Town in its sole discretion). Such sureties (excepting performance bonds which shall be in even amount) shall be in an amount equal to 100% of the cost of said improvements, and shall be released in whole or in part as the subject improvements are dedicated to and accepted by Town. In the event construction of the improvements assured by any such surety (other than a performance bond) have not been completed, dedicated to and accepted by Town at least 120 days prior to the time of the expiration of such surety, Town shall have the right to require new sureties, and/or

to increase the amount of such sureties in an amount equal to the increase in the cost of completing said improvements occasioned by inflation. At such time as said improvements are dedicated to and accepted by Town, such surety shall be released except that an amount equal to 10% of the cost of said improvements) shall be retained by Town. Said remaining 10% will be released upon expiration of the warranty period provided any breaches of said warranty have been corrected to Town's reasonable satisfaction. Such releases shall not be unreasonably withheld. Administrative project areas shall be utilized by Town and Developer in determining the amount of all such sureties. In the case of performance bonds, Developer or Sub-Developer, upon completion and acceptance of the work, Town shall discharge said bond and Developer or Sub-Developer shall post a substituted surety in the amount of 10% of the actual cost of said improvements to insure corrections required within the warranty period.

5.4. In the event Developer or Sub-Developer elects not to post such surety, Developer or Sub-Developer may complete such facilities and dedicate the same to Town, provided that, prior to Town's acceptance of such dedication, no structure shall receive a certificate of occupancy within any designated administrative project area in which such public improvements are to be completed. No sale of any lot shall be closed in any administrative project area prior to completion of such facilities until and unless Town certifies the completion of improvements within said administrative project area. Upon such completion, dedication and acceptance, Developer or Sub-Developer

shall post a bond, letter of credit or cash escrow in an amount equal to 10 percent of the actual cost of such improvements before any such certificate of occupancy is issued, (cash escrows shall be deposited in the name of Developer or Sub-Developer and Town in an interest bearing account at a mutually agreeable financial institution). Such escrow shall be released by Town at the expiration of the warranty period, provided any breaches of said warranty have been corrected to Town's reasonable satisfaction, with all interest accumulated thereon being paid to Developer or Sub-Developer. Such release shall not be unreasonably withheld.

#### SECTION VI.

##### WATER

6.1. Developer shall dedicate and deed all water and water rights appurtenant to the land to Town at time of annexation.

6.2. It shall be presumed that one (1) acre foot underlies each surface acre for purposes of determining water availability. Either party hereto may challenge the validity of this presumption and in such event, the issue shall be submitted to binding arbitration with each party nominating a qualified expert and said experts nominating a third such expert. The decision of a majority shall be conclusive. In the case of conservation practices, if the same approved by the Town and appear as restrictions upon the face of the final site plan, and are filed for the public record, such restrictions shall be given full credit as evidence of reduction of water needs for any area

subject to such site plans.

6.3. While it is understood and agreed that the water to be deeded or dedicated to Town, pursuant to subparagraph 6.1 above, shall become part of the Town's water supply, subject to use at any location within the Town as demand dictates, an amount of water equal to the amount so deeded or dedicated shall at all times be allocated to the water requirements of the land. Town agrees that it will not undertake to provide water service to areas not presently being served by Town without regard for Town's commitments to provide such water to the land so as to insure that such quantities of water are available to Developer, at such time as Developer commences development in any area and to the extent of such areas needs.

6.4. The cost of extending the water system from the land to a point of connection with the then existing Town system, as designated by Town, shall not be recoverable by Developer in the form of credits against Town fees. Such amounts may be recoverable by Developer by recoupment from owners whose lands are benefited thereby pursuant to Town recoupment ordinance.

6.5. In the event Ordinance No. 83-22, establishing the P.U.D. District for the land is repealed, by whatever means, it is understood and agreed that the Board of Trustees, or its successors, as the general governing body of the Town or City of Castle Rock, shall forthwith deed back to Developer, its successors or assigns, all water and water rights conveyed to Town pursuant to this Agreement, free and clear of all liens and encumbrances. Provided, however, that water determined necessary

to serve any area for which a final site plan has been approved or which has been deeded or dedicated to Town prior to the date of such repeal shall remain with Town. Any such water deeded back to Developer pursuant to the provisions of this paragraph shall not be transported, as clear water, unless the areas from which such waters are taken are first de-annexed from the Town or City of Castle Rock.

6.6. Developer may, if such transaction is permitted by the Board of Trustees, substitute other consideration (i.e., additional public land dedication in lieu of some or all payments due Town pursuant to the provisions of Ordinance 83-6, as amended.

6.7. Other than as specifically provided to the contrary in this Section VI and in Section III above, Town shall furnish all components of a working municipal water system.

6.8. Developer shall pay to Town such water availability fees as are set forth in Ordinance 83-6, as amended by resolution for the water needs of the land in excess of that water available pursuant to the provisions of Subparagraph 6.2 and 10.2 and Town agrees to supply said water.

## SECTION VII.

## SEWER

7.1. All new sewer lines, whether located within the land or located outside of such area, which are made necessary by the development of the land shall be at Developer's expense, subject to the recoupment provisions contained herein.

7.2. The cost of extending the sewer system from within the land to a point of connection with the then existing Town system, as designated by Town, shall not be recoverable by Developer in the form of credits against Town fees. Such amounts may be recoverable by Developer by recoupment from owners whose lands are benefited thereby pursuant to Town recoupment ordinance.

7.3. Other than as specifically provided to the contrary in this Section VII and Section III above, operation and enlargement of existing sewer plants, construction and operation of future sewer plants together with all other components necessary to a working municipal sewer system, shall be furnished by Town.

## SECTION VIII.

## EXCLUSION OF LAND FROM FIRE DISTRICT

8.1. Developer shall have the responsibility of making and diligently pursuing application for exclusion of the land from the fire district in which it is now situated through, if necessary, a final determination by the Douglas County District Court. Town will fully cooperate in this application.

## SECTION IX.

## PERMITS, PLANS AND PLAN AMENDMENTS

9.1. To the extent legally permissible, Town agrees to cooperate with Developer in application for new permits or the amendment of existing permits, and in the adoption of new plans or the amendment of existing plans so as to effectuate the provisions of this Agreement, whenever required to do so by any governmental entity having such jurisdiction and authority.

9.2. Plats and plans requiring signatures of Town officials shall be executed and recorded within twenty (20) days of approval by the Board of Trustees, provided said plat or plan has been executed by all other required parties, the required fees paid and other ordinance requirements met.

## SECTION X.

## PUBLIC LAND DEDICATION

10.1. The location and acreage of lands to be dedicated to Town, is as located upon the Planned Unit Development Preliminary Site Plan approved contemporaneously herewith. Such lands will be dedicated to Town at the time of final platting of the areas in which the same are located or as set forth herein. A portion of the land to be dedicated to the Town pursuant to this contract lies within lands described in Exhibit "A". The remaining dedicated lands, as identified and located upon the Planned Unit Development Preliminary Site Plan are located northwesterly thereof in a 14.0 area identified as "park" and "public dedication" on said plan. Developer shall dedicate public lands within the area described in Exhibit "A" at the time

final plats within the Exhibit "A" area adjoining said public lands are approved by Town. Each public land dedication so made shall be in amount approximately equal to 10% of the area described in said final plat. Developers 9.0 acre portion of the 14.0 area referred to above shall be dedicated to Town on the date the area identified as "Area 1" <sup>(Phase 2)</sup> on the approved Preliminary Site Plan is finally platted or on the <sup>Sun (Feb 25, 1955)</sup> 540th day following the date hereof, whichever occurs first. In any event all such dedicated land, as located on said preliminary site plan shall be dedicated at the time the last final plat within the Exhibit "A" lands is approved by Town. Developer shall secure title to all such lands, free and clear of all liens and encumbrances excepting easements, rights-of-way, reservations and restrictions of record and taxes for the year of dedication and subsequent years (to be pro-rated to the date of conveyance) prior to their dedication to Town.

10.2. Developer shall receive credit as against the water availability requirements set forth in Ordinance 83-6, and under the presumption set forth in sub-paragraph 6.2 hereof, for all water and water rights appurtenant to any lands dedicated to Town, whether for public dedication, roadways or otherwise.

10.3. Developer shall bear responsibility of extending utilities, streets, sidewalks, and bike paths through and adjacent to such dedicated lands if such extensions are required and become a part of Developer's development plans, as the same are located upon approved final site development plans or plats. Provided, however, that in the event such extensions are also

adjacent to lands other than the subject land or other lands owned by Developer, and in the further event that such other lands are at such time annexed to Town, the expense of such extensions shall be shared with the owners of such other lands in accordance with applicable Town recoupment ordinances, as amended.

10.4. Town shall extend a fifteen day right of first refusal to Developer in the event Town determines not to devote lands dedicated by Developer to Town to public purposes. Town shall offer said lands to Developer upon the same terms and conditions, and for the same price as those proposed to a bona-fide third party purchaser.

10.5. Any requirements for public lands by any school district or other public entity shall be met from the public lands to be dedicated pursuant to this Section.

#### SECTION XI.

##### PRIVATE STREETS

11.1. It is contemplated that some local streets to be constructed within the land may be private streets. Said streets shall be constructed to the specifications set forth in Exhibit "B" attached hereto, unless otherwise mutually agreed.

11.2. Unless required due to Town storm drainage regulations or as part of the master trail system as identified on the preliminary site plan approved contemporaneously herewith, sidewalks, curbs and gutters shall not be required along said private streets, so long as reasonable pedestrian access is

provided by a system of pedestrian and/or bike paths.

SECTION XII.

APPROVAL OF DEVELOPMENT PLANS-  
OBLIGATIONS OF DEVELOPER

12.1. Developer is entering into this agreement and undertaking the obligations imposed upon Developer herein contained in reliance upon Town's concurrent approval of its development plans, as set forth in the approved preliminary site plan and planned unit development ordinance approved on the date of this instrument. Performance of the obligations of Developer hereunder is expressly conditioned upon Developers being permitted by Town to develop the land in substantial conformity with said approved site plan and ordinance.

SECTION XIII.

AMENDMENT OF RECOUPMENT ORDINANCE

13.1. Town intends to amend its recoupment ordinance to provide for developer recoupment of:

(a) Costs of easements and rights-of-way (costs of easement or fee title procurement, administrative and legal costs).

(b) Costs of roadway and drainage structure construction.

13.2. Said ordinance is intended to also be amended to enlarge time for such recoupment, insofar as it relates to private persons, to a period of ten years.

13.3. Further, said ordinance is intended to be amended to provide that recoupment will be due, from the owners of all lands annexed subsequent to the date of such amendment, on an "ability to serve" basis, rather than at the time of actual

connection to, or utilization of, said improvements, with said amounts being payable, in full, at the time the first final plat is approved for any such owner.

SECTION XIV.

NOTICES

14.1. Any notice required to be given hereunder shall be deemed given on the date the same is deposited in the U.S. mail, certified, postage prepaid, return receipt requested, to the parties hereto at the addresses hereinafter noted, or such other address as either party may designate, in writing, pursuant to the provisions of this section.

TOWN:

Town of Castle Rock  
318 Fourth Street  
Castle Rock, Colorado 80104

DEVELOPER:

Michael Young  
P. O. Box N  
Castle Rock, Colorado 80104

14.2. In addition to the notices hereinabove required, Town agrees to notify Developer, pursuant to the provisions of this section, of any action contemplated by Town which would materially affect the provisions set forth in this agreement.

SECTION XV.

SEVERABILITY CLAUSE

15.1. Should any provision hereof be determined to be illegal or contrary to public policy by any Court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

SECTION XVI.

BINDING EFFECT

16.1. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

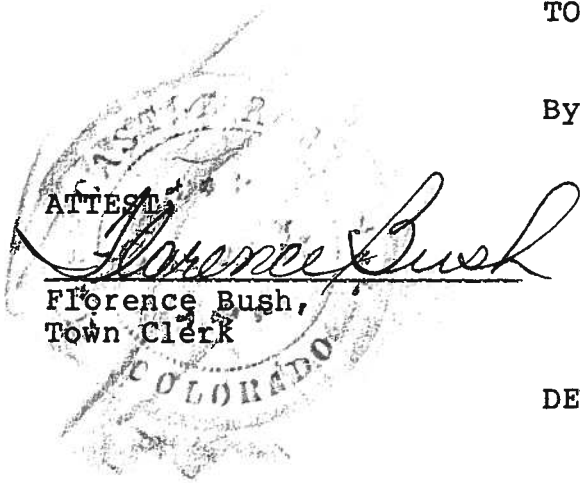
SECTION XVII.

APPROVAL BY BOARD OF TRUSTEES

17.1. This Agreement was considered by the Board of Trustees of the Town of Castle Rock, Colorado, at their regular public meeting held on August 16, 1983, approved by a vote of 6 for and 0 against, and agreed to by the parties hereto on said date.

TOWN OF CASTLE ROCK

By: [Signature]  
Timothy L. White, Mayor  
Town of Castle Rock



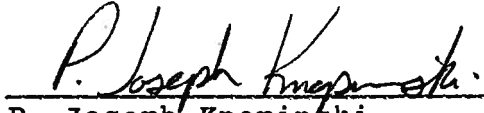
ATTEST  
[Signature]  
Florence Bush,  
Town Clerk

DEVELOPER  
By: [Signature]  
Michael Young

Approved as to form:



Bruce B. Lassman,  
Town Attorney



P. Joseph Knopinski,  
Town Administrator

## PROPERTY DESCRIPTION: YOUNG PUD ANNEXATION

A tract of land situated in Section 12, Township 8 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of tract "A" of Young Addition to Castle Rock;

Thence N 17°00'00"E along the East line of said tract "A" and along the boundary of the Town of Castle Rock a distance of 50.00 feet;

Thence S 75°58'35"E continuing along the boundary of the Town of Castle Rock a distance of 421.09 feet to the Point of Beginning;

Thence along the boundary of the Town of Castle Rock the following 12 courses;

1. Thence N 72°00'00"E a distance of 230.00 feet;
2. Thence S 6°56'56"E a distance of 26.18 feet;
3. Thence N 87°24'22"E a distance of 48.46 feet to a point of curve;
4. Thence along the arc of a curve to the right said curve has a radius of 700.00 feet, a central angle of 45°30'35" and an arc length of 556.01 feet;
5. Thence N 62°34'02"E a distance of 35.02 feet;
6. Thence S 32°12'05"E a distance of 134.29 feet;
7. Thence N 85°30'07"E a distance of 762.68 feet;
8. Thence S 31°40'07"E a distance of 242.87 feet;
9. Thence N 28°47'10"E a distance of 334.05 feet;
10. Thence S 0°00'00"E a distance of 239.02 feet;
11. Thence S 42°12'53"E a distance of 654.85 feet;
12. Thence S 49°59'38"E, a distance of 365.55 feet;

Thence S 65°10'04"E a distance of 498.17 feet, the first 295.00 feet of which is along the town boundary;

Thence N 86°52'53"E a distance of 173.26 feet to the East line of the Southeast  $\frac{1}{4}$  of Section 12;

Thence S 1°57'22"W along the East line of the Southeast  $\frac{1}{4}$  a distance of 1097.62 feet to the Southeast corner of the aforesaid Section 12, Township 8 South, Range 67 West;

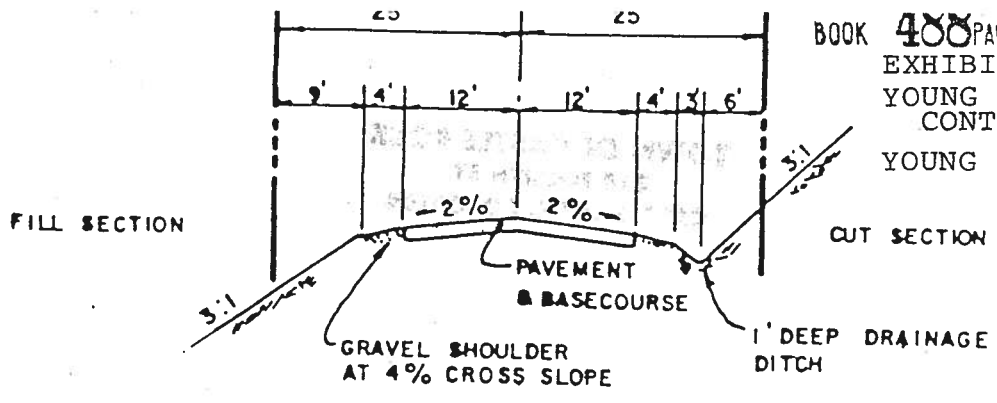
Thence N 89°41'32"W along the South line of the Southeast  $\frac{1}{4}$  a distance of 2658.65 feet to the South  $\frac{1}{4}$  corner of Section 12, Township 8 South, Range 67 West, the first 610.00 feet of which is not along the town boundary;

Thence N 0°37'55"W along the West line of the South  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and along the town boundary, a distance of 1291.48 feet to the Northwest corner of the South  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ;

Thence leaving the town boundary, N 0°00'00"E a distance of 390.00 feet;

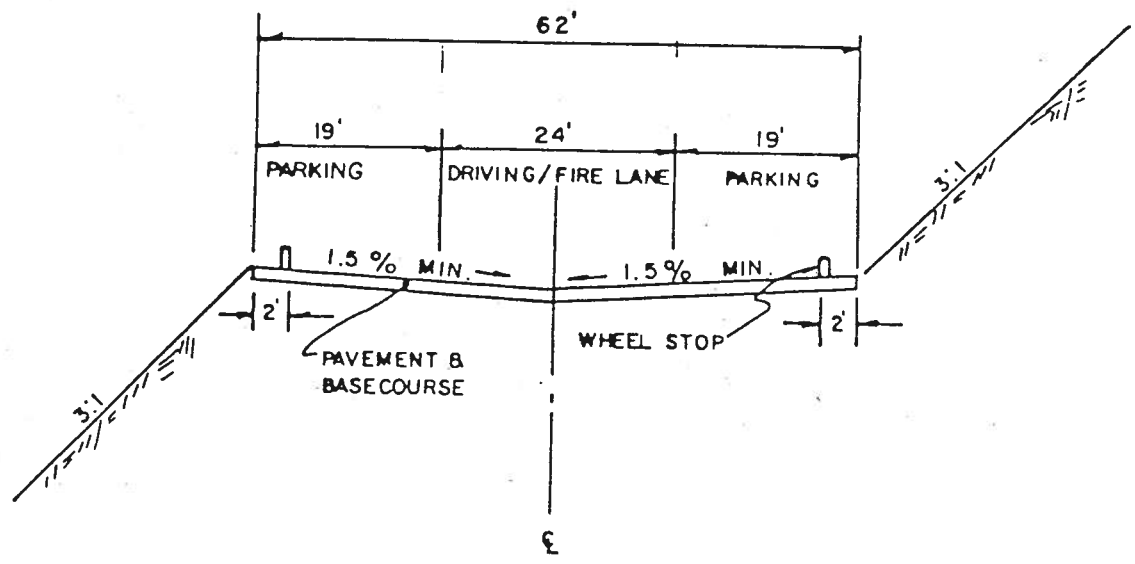
Thence N 71°18'27"W a distance of 596.25 feet;

Thence N 0°00'00"E a distance of 460.00 feet to the Point of Beginning;



**SINGLE FAMILY  
 STREET SECTION  
 50' R.O.W.**

NOTE: WHERE NECESSARY TO BETTER CONTROL DRAINAGE, THE DEVELOPER HAS THE OPTION TO CONSTRUCT INVERTED CROWNS ON SINGLE FAMILY STREETS.



**MULTI-FAMILY  
 PARKING LOT SECTION  
 (PRIVATE)**

NOTE: PARKING RATIO = 1 1/2 TO 1  
 FULL SIZE SPACE = 8.5' X 19'  
 COMPACT SPACE = 7.5' X 17' UP TO 40% OF REQUIRED SPACES  
 PRIVATE DRIVES = 24' WIDE W/INVERTED CROWN  
 FIRE LANES = 24' WIDE

468  
\$ 138.00

AMENDMENT TO ANNEXATION CONTRACT  
YOUNG P.U.D.

AGREEMENT made this 3rd day of December, 1987, by and between the TOWN OF CASTLE ROCK, STATE OF COLORADO, a Colorado municipal corporation (hereinafter referred to as "Town"), and MICHAEL YOUNG, or his heirs or assigns (hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, Town and Developer executed an Annexation Contract on August 16, 1983, (hereinafter referred to as "Annexation Contract"), a true and correct copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the parties hereto desire to amend certain sections of that contract;

NOW, THEREFORE, in consideration of the mutual promises herein contained and with the intent to be legally bound hereby, the parties agree as follows:

Section 1: Add Paragraph 1.3. The obligations of the Developer hereunder are understood to run with and be binding upon the land and are not personal obligations of Developer, with the exception of the obligations imposed by Section 7 hereof. In this regard, an event of default by Developer of the terms hereof shall not render Developer personally liable, nor shall it give rise to a lien which can be foreclosed upon the land. However, Town may withhold approvals, plats, permits and certificates of occupancy within the land until the default is remedied.

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B0773 - P0422 - \$138.00  
1/46

R.C. R. 07 11.0

Section 2: Paragraph 3.1 of the Annexation Contract is amended by deleting the last two sentences and substituting the following: "The bikepath crossing South Valley Drive at said streets crossing of the major drainage separating "Area 1" and "Area 2" as identified on the approved Preliminary Site Plan shall be at grade level with Valley Drive.

Section 3: Simultaneously with the execution hereof, Developer shall cause to be conveyed to the Town nine (9) acres of real property as more particularly described in Exhibit "B" attached hereto. The conveyance shall be made in accordance with the form of special warranty deed attached hereto as Exhibit "C". Title to the real property shall be in conformity with the Title Commitment issued by Land Title Guarantee Company dated 11-6-87, Application No. P1011703-3, attached hereto as Exhibit "D", with the standard preprinted exceptions deleted. This conveyance is in partial satisfaction of Developer's obligations set forth in Paragraph 10.1 of the Annexation Contract.

Section 4: Simultaneously with the execution hereof, Developer shall cause to be conveyed to the Town five (5) acres of real property as more particularly described in Exhibit "E" attached hereto. The conveyance shall be made in accordance with the form of special warranty deed attached hereto as Exhibit "F". Title to the real property shall be in compliance with the Title Commitment issued by Land Title Guarantee Company dated 11-6-87, Application No. P1011703-3, attached hereto as Exhibit "D", with the standard preprinted exceptions deleted. This conveyance is

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 2/ 46  
B0773 - P0423 - \$138.00

in partial satisfaction of the obligations of American Investments, Inc. as set forth in Paragraph 10.1 of that certain agreement entitled "Annexation-Development Contract American P.U.D." dated August 16, 1983, the parties to which are the Town of Castle Rock and American Investments, Inc.

Section 5: Following conveyance of the real property described in Exhibits "B" and "E", Developer shall deliver a title insurance policy in the amount of \$105,000.00 to the Town insuring title to the real property described in Exhibit "B" and Exhibit "E".

Section 6: Paragraph 3.8 of the Annexation Contract is amended by deleting the last line of Paragraph 3.8 and substituting the following: ". . . certificates of occupancy are issued for 200 dwelling units within the Young portion of the Young American P.U.D., or December 31, 1993, whichever occurs first in time."

Section 7: Option to Purchase ("Town Option"):

A. On July 8, 1983 Chapman Young, Jr. and Michael Young (hereinafter "Young") entered into an Option Agreement (hereinafter "Memmen Option Agreement") with J. Omer Memmen and Verneta C. Memmen (hereinafter "Memmen"), which agreement granted to Young an option to purchase, inter alia, the real property described on Exhibit "G" attached hereto (hereafter the "Park Property"). Subsequently, J. Omer Memmen passed away leaving Verneta C. Memmen as the sole Optionor with reference to said Memmen Option Agreement and as sole owner of the real estate

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 3/ 46  
B0773 - P0424 - \$138.00

described in Exhibit "G". On April 1, 1985, Young partially assigned the aforesaid Memmen Option Agreement to Park Vista Corp., a Colorado corporation. This Partial Assignment included the right to purchase the Park Property.

B. In further consideration of the covenants contained in this Agreement, Developer hereby grants to Town an option to purchase the rights of Park Vista Corp. to that portion of the Memmen Option Agreement which encompasses the Park Property, on the terms and conditions set forth below. This option shall hereafter be referred to as the "Town Option".

(i) Term: The term of the Town Option shall begin upon the execution hereof and shall expire on June 30, 1992 unless otherwise extended by the mutual written agreement of both parties hereto. Notwithstanding the provisions of Section 1 hereof, Park Vista shall, prior to the expiration of the current term of the Memmen Option Agreement of July 1, 1992, take such action as is necessary with regard to the Memmen Option Agreement to extend the term of the Town Option to June 30, 1992. This action may include, but is not limited to, the exercise of the renewal option contained in the Memmen Option Agreement.

(ii) Purchase Price: The purchase price of the property shall be the purchase price per acre including the Consumer Price Index escalation required by the terms of the Memmen Option Agreement. The Town shall pay the purchase price to Verneta C. Memmen in accordance with the terms of the Memmen Option Agreement.

(iii) Notice of Exercise: The Town Option may be exercised by the Town by providing written notice prior to the expiration date of the Town Option to Park Vista Corp. at the following address:

P. O. Box 988  
Castle Rock, Colorado 80104

(iv) Costs: All costs associated with the exercise of the Town Option, if any, including but not limited to survey costs, title insurance costs, conveyance costs, closing costs, annexation costs, zoning costs, subdivision costs, exemption from subdivision costs, and any other type of cost or expense whatsoever shall be borne by the Town, except for those costs and expenses which are to be borne by Verneta Memmen pursuant to the Memmen Option Agreement. No cost or expense of any purchase pursuant to the Town Option shall be borne by Developer or Park Vista Corp.

(v) Closing: Closing shall occur within 30 days of mailing of the election to exercise the option, or at such earlier time as may be mutually agreed to by the parties hereto.

(vi) Assignment: The Town Option may not be assigned by the Town except with the written consent of Park Vista Corp.

(vii) Acknowledgments: The parties hereto acknowledge that the Park Property is presently owned in fee simple by Verneta C. Memmen. The parties hereto acknowledge that the Park Property is presently located in unincorporated Douglas County, and is zoned Agricultural.

(viii) Exercise of the Town Option: Park Vista Corp. agrees that upon written notification of the Town's election to purchase all or a portion of the Park Property, together with a legal description and survey of the portion of the Park Property which the Town wishes to purchase, that it shall promptly execute any and all documents and instruments which are necessary to assign to Town its right to purchase the corresponding portion of the Park Property. Under no circumstances shall Developer or Park Vista be liable for the failure of Verneta Memmen to fulfill any of her liabilities, obligations or duties arising from the Memmen Option Agreement.

(ix) No portion of the Park Property may be purchased which would deprive the unpurchased property of contiguity to a publicly dedicated roadway.

(x) No portion of the Park Property may be purchased so as to leave the unpurchased portion of a size or shape such that it could not be developed in conformity with zoning regulations applicable to the land at the time that the Town Option is exercised.

(xi) The Town Option may not be exercised in such a manner that it would cause a default by Park Vista Corp of the terms of the Memmen Option Agreement, as amended.

Section 8: Community Center Fee: A community center fee of \$25.00 per residential dwelling unit shall be paid prior to and as a condition of the recordation of each Final Plat. Payment

shall be for such residential units that are included within the Final Plat to be recorded.

Section 9: All portions of the Annexation Contract not specifically modified herein shall remain in full force and effect.

Section 10: Assigns. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

Section 11: Captions. The captions contained herein are not a part of this agreement. They are only for convenience of the parties and do not in any way modify, amplify or give full notice of any of the terms, covenants or conditions of this agreement.

Section 12: Construction. In the event of any dispute arising from this agreement or any of its terms, the same shall be construed in accordance with the laws of the State of Colorado and shall be litigated in Douglas County, Colorado.

Section 13: Counterparts. This agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 14: Gender and Grammar. For the purposes of this agreement, the singular shall be deemed to include the plural, and the plural the singular, as the context may require, and the necessary grammatical changes required to make the provisions

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER \$138.00  
B0773 - P0428 - 7/46

hereof apply either to corporations or individuals, men or women, shall, in all cases, be assumed as though fully expressed.

Section 15: Litigation. In the event of any litigation between the parties, reasonable attorney's fees and costs shall be paid to the prevailing party by the losing party.

Section 16: Notice. Any notice required to be given hereunder shall be deemed given on the date the same is deposited in the U.S. Mail, certified, postage prepaid, return receipt requested, to the parties hereto at the addresses hereinafter noted, or such other address as either party may designate, in writing, pursuant to the provisions of this section to the parties at the addresses listed below:

TOWN: 318 Fourth Street  
Castle Rock, Colorado 80104

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER: Michael Young  
P. O. Box 988  
Castle Rock, CO 80104

Copy to: Ernest F. Fazekas II, Esq.  
Folkestad, Kokish & Fazekas, P.C.  
316 Wilcox Street  
Castle Rock, Colorado 80104

PARK VISTA: Park Vista Corp.  
P. O. Box 988  
Castle Rock, Colorado 80104

Section 17: Severability. Should any provision hereof be determined to be illegal or contrary to public policy by any court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect.

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 8/ 46  
B0773 - P0429 - \$138.00

Section 18: Survival. Notwithstanding any legal presumption to the contrary, all covenants, conditions, representations and warranties contained in this agreement which by their nature implicitly or expressly involve performance in any particular after closing, or which cannot be ascertained to have been performed until after closing, shall survive closing.

Section 19: Time is of the Essence. Time, whenever specified in this agreement shall be of the essence of this agreement.

This Agreement was considered by the Board of Trustees of the Town of Castle Rock, Colorado at its regular public meeting held on the 3rd day of December, 1987. Approved by a vote of 3 for and 1 against, and agreed to by the parties hereto on said date.

TOWN OF CASTLE ROCK, COLORADO

By:

*Jerry J. Kennedy*  
Mayor

ATTEST:

*Phyllis L. Brown*  
Town Clerk

*Michael Young*  
MICHAEL YOUNG

By causing the hands and seals of the appropriate corporate officers of Park Vista Corp. to be affixed to this Agreement,

AMENDMENT TO ANNEXATION CONTRACT  
YOUNG P.U.D. - PAGE 9


8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 9/ 46  
B0773 - P0430 - \$138.00

Park Vista Corp. agrees to take any action which is necessary to comply with its obligations as set forth in Section 7 of this Agreement.

PARK VISTA CORP., a Colorado corporation

  
MICHAEL YOUNG, President

ATTEST:

  
CHAPMAN YOUNG, JR., Secretary

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 10/ 46  
B0773 - P0431 - \$138.00

LIST OF EXHIBITS

EXHIBIT "A" Annexation Contract (22 pages)  
EXHIBIT "B" Legal Description - 9 Acre tract (1 page)  
EXHIBIT "C" Special Warranty Deed to 9 Acres (2 pages)  
EXHIBIT "D" Title Commitment (6 pages)  
EXHIBIT "E" Legal Description - 5 Acre tract (1 page)  
EXHIBIT "F" Special Warranty Deed to 5 Acres (2 pages)  
EXHIBIT "G" Legal Description - Park Property (1 page)

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 11/ 46  
B0773 - P0432 - \$138.00

ANNEXATION CONTRACT

YOUNG PUD

RETA A. GRAIN  
RECORDER

\$66.00 pd  
AUG 30 4 30 PM '83

AGREEMENT made this 16th day of August, 1983, by and between THE TOWN OF CASTLE ROCK, STATE OF COLORADO, a Colorado municipal corporation, hereinafter referred to as "Town", and MICHAEL YOUNG, or his heirs or assigns, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer desires to annex certain lands to the Town of Castle Rock, to be known as Young PUD, more particularly described in Exhibit "A", (hereinafter "the land") attached hereto and made a part hereof; and

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

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

SECTION I.

DEVELOPER-UNIFIED DEVELOPMENT CONTROL

1.1. "Developer" as used herein shall mean MICHAEL YOUNG, or his designees, heirs, successors or assigns in the capacity of Developer. Developer shall at all times be charged with the responsibility of providing unified developmental control for such development activities as may take place on the land, in addition to the other responsibilities of Developer as set forth herein. Developer shall warrant all public improvements

8802182 - 01/28/88 15:52 - RETA A. GRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 12/ 46  
B0773 - P0433 - \$138.00

constructed by it and its subcontractors, and shall exercise reasonable care in requiring sub-developers to warrant such improvements as may be constructed by sub-developers and their subcontractors.

1.2. "Sub-Developer" as used herein shall mean developers of portions of the land, under the unified developmental control of Developer. Sub-Developers shall warrant all public improvements constructed by them.

SECTION II.

GENERAL RESPONSIBILITIES OF TOWN

2.1. To permit Developer and Sub-Developers to connect with Town's water and sewer systems at such reasonably accessible locations as determined by Town.

2.2. To furnish water and sewer service to users of such services within land and charge such rates and connection charges as are then applicable and charged by Ordinance to other users of such services within the Town.

2.3. To accept for continual maintenance all dedicated or deeded water mains and lines, sewer mains and lines, manholes, fire hydrants, streets, curbs, gutters, sidewalks, and/or bikepaths, culverts, bridges, drainage structures, and all other appurtenant structures, as soon as the same are completed to Town approved specifications, subject to a one-year warranty by Developer or Sub-Developer against defective materials and/or workmanship which year shall commence as set forth in Section IV.

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 13/ 46  
B0773 - P0434 - \$138.00

2.4. To install meter pits and water meters, to Town specifications.

2.5. To provide all municipal services, including police and fire protection as are furnished to other developed areas within Town's corporate limits.

### SECTION III.

#### GENERAL RESPONSIBILITIES OF DEVELOPER AND/OR SUB-DEVELOPER

3.1. To install and dedicate public improvements, as required, pursuant to Town Subdivision Regulations and Town standard construction specifications. The term "public improvements" shall mean on site public streets and striping, curb, gutter, sidewalks and/or bikepaths, water and sewer, transmission lines and service lines, manholes, drainage structures, lift and pump stations and non-electric traffic and street signs. All such public improvements shall be dedicated to Town by plat, or with the consent of Town, by deed. The bikepath crossing South Valley Drive at said streets crossing of the major drainage separating "Area 1" and "Area 2" as identified on the approved Preliminary Site Plan shall be grade separated from said Valley Drive by routing said bikepath under the bridge to be constructed at such location. A minimum of 7 feet of clearance will be provided.

3.2. Developer agrees to pay to Town, at time of final plat approval, a sum equal to the number of street lights deemed reasonably necessary to serve the area so platted times \$300.00, on condition, however, that Town shall cause the Intermountain Rural Electric Association to install "7000 Mercury Lumen" street

lights with hollow fiber poles and decorative fixtures (with either "colonial" motif or "modern" motif fixtures, at Developer's option), which street lights are known to and described as "decorative street lights" by said I.R.E.A. In the event such lights are not available at the time they are to be installed, a reasonable substitution, (but Not I.R.E.A.'s "standard" street light) may be installed.

3.3. In the construction of on site water mains and sewer lines, (or off site mains or lines to the extent the same are made necessary by the service needs of the land) Developer or Sub-Developer shall have the responsibility to construct any such mains or lines up to and including 12 inches in diameter, at Developer's or Sub-Developer's expense, when so required by Town. In applicable circumstances, Developer or Sub-Developer will receive recoupment for its expenses, pursuant to Town ordinance. In the event Town requires Developer or Sub-Developer to construct mains or lines exceeding 12 inches in diameter (except in cases where needs of the land itself require mains or lines of greater size) Town shall reimburse Developer in an amount equal to the additional costs incurred in such oversizing.

3.4. Any lift or pump stations which may be permitted by Town shall be engineered and installed at Developer's or Sub-Developer's expense, to Town specifications. In the event any temporary lift or pump stations are required, Developer or Sub-Developer shall pay the expense of engineering, installation and removal of the same.

3.5. From and after the date of Town's acceptance, subject to the one-year warranty as set forth herein, Developer or Sub-Developer shall have no responsibility to erect additional public improvements or to maintain public improvements within any finally platted area, except in instances where Developer's subsequent activities in adjacent areas made such additional public improvement necessary, or except in instances wherein the land owned by Developer or Sub-Developer or portions thereof may be made subject to assessment or taxation by means of its inclusion within a special improvement district.

3.6. The parties agree that all of the above obligations of Developer or Sub-Developer shall be at such Developer's expense and shall be at no expense to Town.

3.7. Developer or Sub-Developer shall pay to Town such tap, development and other fees as are established by ordinance and charged to others within the Town. Credits for such fees, whether paid in cash or in the form of credits against such fees, shall be fully transferable. In the event Town adopts an ordinance of general application imposing a fee for school development, which provides that said fee is to be imposed upon all new construction or new residential construction within the Town of Castle Rock, for which a building permit is issued on or after the effective date of said ordinance, Developer agrees that the provisions of said ordinance shall apply to and be payable on account of said construction occurring on the land as provided in said ordinance, from the effective date thereof unless or until the same is repealed, found invalid, or the enforcement thereof

is suspended.

3.8. Developer agrees to complete, to Town specifications, that portion of Valley Drive extending southerly from the present southern terminus thereof to the southern boundary of the South Memmen Preliminary Site Plan as identified upon the Young-American Preliminary Site Plan approved herewith, to include curb, gutter, and sidewalk (or separated bikepath in the alternative at Town's option) at such time as 200 dwelling units are constructed within the Young-American P.U.D.

3.9. Not later than the time of approval of the first final plat upon the land, Developer agrees to convey a right of way either in the form of an easement or in fee, to Town, said right of way being 70 feet in width, and extending from the present southern terminus of Valley Drive as now platted, to the south boundary line of the South Memmen P.U.D. If such right of way is in the form of an easement, Developer shall convey the fee at the time each area adjoining such easement is finally platted.

#### SECTION IV.

##### DEVELOPER'S WARRANTY PUBLIC IMPROVEMENTS

4.1. Developer's or Sub-Developer's one-year warranty, as set forth in Subsection 2.3., shall commence upon acceptance of the warranted installation by Town. Acceptance shall be evidenced by a letter executed by Town's Building/Construction Inspector or other official designated by Town. Developer's or Sub-Developer's warranty, with regard to the installations therein described, shall expire on the first anniversary date of

said letter. Said letter, or a letter specifically enumerating and describing those defects which preclude Town's acceptance of said installations shall be sent to Developer within thirty (30) working days of Developer's or Sub-Developer's written request for inspection and acceptance, provided such inspection may be reasonably accomplished within such thirty (30) days. If such inspection cannot be so accomplished, Town may notify Developer or Sub-Developer in writing as to the additional time required, but in no event to exceed an additional thirty (30) days. Failure of Town to respond to Developer's or Sub-Developer's request for inspection and acceptance within said thirty (30) day period (or sixty (60) day period if extended by Town in writing as above set forth) shall constitute acceptance of the installations described in said letter and the one-year warranty shall commence on the thirty-first (31st) (or sixty-first (61st), as the case may be) working day following the date of said letter for the installations described therein.

4.2 In the event Town and Developer or Sub-Developer are unable to agree as to what modifications need be made to any such public improvement to secure its acceptance by Town, such dispute, at the option of Town, shall be resolved judicially or in binding arbitration before the American Arbitration Association, or other mutually agreeable arbitrator.

SECTION V.

SURETIES FOR PUBLIC IMPROVEMENTS

5.1. "Public improvements" as the term is used in this section V shall include and be limited to those items enumerated in Subsection 3.1 above, and such other public improvements as the Developer is required to construct.

5.2. "Administrative Project Areas" as the term is used in this Section V shall mean such logical development areas as are agreed to and designated by Town and Developer for the purpose of making determinations regarding completion of public improvements and the amount of the sureties required under the provisions of this section. Designated administrative project areas may include all or any part of one or more areas described in any plat or site plan.

5.3. It is agreed that the completion of all dedicated public improvements shall be assured by appropriate bond, cash escrow, irrevocable letter of credit (acceptable to Town in its sole discretion), or other appropriate surety (acceptable to Town in its sole discretion). Such sureties (excepting performance bonds which shall be in even amount) shall be in an amount equal to 100% of the cost of said improvements, and shall be released in whole or in part as the subject improvements are dedicated to and accepted by Town. In the event construction of the improvements assured by any such surety (other than a performance bond) have not been completed, dedicated to and accepted by Town at least 120 days prior to the time of the expiration of such surety, Town shall have the right to require new sureties, and/or

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER \$138.00  
B0773 - P0440 - 19/ 46

increase the amount of such sureties in an amount equal to the decrease in the cost of completing said improvements occasioned by inflation. At such time as said improvements are dedicated to and accepted by Town, such surety shall be released except that amount equal to 10% of the cost of said improvements) shall be retained by Town. Said remaining 10% will be released upon expiration of the warranty period provided any breaches of said warranty have been corrected to Town's reasonable satisfaction. Such releases shall not be unreasonably withheld. Administrative project areas shall be utilized by Town and Developer in determining the amount of all such sureties. In the case of performance bonds, Developer or Sub-Developer, upon completion and acceptance of the work, Town shall discharge said bond and Developer or Sub-Developer shall post a substituted surety in the amount of 10% of the actual cost of said improvements to insure corrections required within the warranty period.

5.4. In the event Developer or Sub-Developer elects not to post such surety, Developer or Sub-Developer may complete such facilities and dedicate the same to Town, provided that, prior to Town's acceptance of such dedication, no structure shall receive a certificate of occupancy within any designated administrative project area in which such public improvements are to be completed. No sale of any lot shall be closed in any administrative project area prior to completion of such facilities until and unless Town certifies the completion of improvements within said administrative project area. Upon such completion, dedication and acceptance, Developer or Sub-Developer

EXHIBIT "A" - Page 9 of 22

shall post a bond, letter of credit or cash escrow in an amount equal to 10 percent of the actual cost of such improvements before any such certificate of occupancy is issued, (cash escrows shall be deposited in the name of Developer or Sub-Developer and Town in an interest bearing account at a mutually agreeable financial institution). Such escrow shall be released by Town at the expiration of the warranty period, provided any breaches of said warranty have been corrected to Town's reasonable satisfaction, with all interest accumulated thereon being paid to Developer or Sub-Developer. Such release shall not be unreasonably withheld.

SECTION VI.

WATER

6.1. Developer shall dedicate and deed all water and water rights appurtenant to the land to Town at time of annexation.

6.2. It shall be presumed that one (1) acre foot underlies each surface acre for purposes of determining water availability. Either party hereto may challenge the validity of this presumption and in such event, the issue shall be submitted to binding arbitration with each party nominating a qualified expert and said experts nominating a third such expert. The decision of a majority shall be conclusive. In the case of conservation practices, if the same approved by the Town and appear as restrictions upon the face of the final site plan, and are filed for the public record, such restrictions shall be given full credit as evidence of reduction of water needs for any area

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B0773 - P0442 - \$138.00 - 21/ 46

subject to such site plans.

6.3. While it is understood and agreed that the water to be deeded or dedicated to Town, pursuant to subparagraph 6.1 above, shall become part of the Town's water supply, subject to use at any location within the Town as demand dictates, an amount of water equal to the amount so deeded or dedicated shall at all times be allocated to the water requirements of the land. Town agrees that it will not undertake to provide water service to areas not presently being served by Town without regard for Town's commitments to provide such water to the land so as to insure that such quantities of water are available to Developer, at such time as Developer commences development in any area and to the extent of such areas needs.

6.4. The cost of extending the water system from the land to a point of connection with the then existing Town system, as designated by Town, shall not be recoverable by Developer in the form of credits against Town fees. Such amounts may be recoverable by Developer by recoupment from owners whose lands are benefited thereby pursuant to Town recoupment ordinance.

6.5. In the event Ordinance No. 83-22, establishing the P.U.D. District for the land is repealed, by whatever means, it is understood and agreed that the Board of Trustees, or its successors, as the general governing body of the Town or City of Castle Rock, shall forthwith deed back to Developer, its successors or assigns, all water and water rights conveyed to Town pursuant to this Agreement, free and clear of all liens and encumbrances. Provided, however, that water determined necessary

EXHIBIT "A" - Page 11 of 22

to serve any area for which a final site plan has been approved or which has been deeded or dedicated to Town prior to the date of such repeal shall remain with Town. Any such water deeded back to Developer pursuant to the provisions of this paragraph shall not be transported, as clear water, unless the areas from which such waters are taken are first de-annexed from the Town or City of Castle Rock.

6.6. Developer may, if such transaction is permitted by the Board of Trustees, substitute other consideration (i.e., additional public land dedication in lieu of some or all payments due Town pursuant to the provisions of Ordinance 83-6, as amended.

6.7. Other than as specifically provided to the contrary in this Section VI and in Section III above, Town shall furnish all components of a working municipal water system.

6.8. Developer shall pay to Town such water availability fees as are set forth in Ordinance 83-6, as amended by resolution for the water needs of the land in excess of that water available pursuant to the provisions of Subparagraph 6.2 and 10.2 and Town agrees to supply said water.

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 23/ 46  
B0773 - P0444 - \$138.00

## SECTION VII.

## SEWER

7.1. All new sewer lines, whether located within the land or located outside of such area, which are made necessary by the development of the land shall be at Developer's expense, subject to the recoupment provisions contained herein.

7.2. The cost of extending the sewer system from within the land to a point of connection with the then existing Town system, as designated by Town, shall not be recoverable by Developer in the form of credits against Town fees. Such amounts may be recoverable by Developer by recoupment from owners whose lands are benefited thereby pursuant to Town recoupment ordinance.

7.3. Other than as specifically provided to the contrary in this Section VII and Section III above, operation and enlargement of existing sewer plants, construction and operation of future sewer plants together with all other components necessary to a working municipal sewer system, shall be furnished by Town.

## SECTION VIII.

## EXCLUSION OF LAND FROM FIRE DISTRICT

8.1. Developer shall have the responsibility of making and diligently pursuing application for exclusion of the land from the fire district in which it is now situated through, if necessary, a final determination by the Douglas County District Court. Town will fully cooperate in this application.

EXHIBIT "A" - Page 13 of 22

## SECTION IX.

## PERMITS, PLANS AND PLAN AMENDMENTS

9.1. To the extent legally permissible, Town agrees to cooperate with Developer in application for new permits or the amendment of existing permits, and in the adoption of new plans or the amendment of existing plans so as to effectuate the provisions of this Agreement, whenever required to do so by any governmental entity having such jurisdiction and authority.

9.2. Plats and plans requiring signatures of Town officials shall be executed and recorded within twenty (20) days of approval by the Board of Trustees, provided said plat or plan has been executed by all other required parties, the required fees paid and other ordinance requirements met.

## SECTION X.

## PUBLIC LAND DEDICATION

10.1. The location and acreage of lands to be dedicated to Town, is as located upon the Planned Unit Development Preliminary Site Plan approved contemporaneously herewith. Such lands will be dedicated to Town at the time of final platting of the areas in which the same are located or as set forth herein. A portion of the land to be dedicated to the Town pursuant to this contract lies within lands described in Exhibit "A". The remaining dedicated lands, as identified and located upon the Planned Unit Development Preliminary Site Plan are located northwesterly thereof in a 14.0 area identified as "park" and "public dedication" on said plan. Developer shall dedicate public lands within the area described in Exhibit "A" at the time

EXHIBIT "A" - Page 14 of 22

final plats within the Exhibit "A" area adjoining said public lands are approved by Town. Each public land dedication so made shall be in amount approximately equal to 10% of the area described in said final plat. Developers 9.0 acre portion of the 14.0 area referred to above shall be dedicated to Town on the date the area identified as "Area 1" <sup>(Phase 2)</sup> on the approved Preliminary Site Plan is finally platted or on the <sup>Sun (Feb 28, 1955)</sup> 540th day following the date hereof, whichever occurs first. In any event all such dedicated land, as located on said preliminary site plan shall be dedicated at the time the last final plat within the Exhibit "A" lands is approved by Town. Developer shall secure title to all such lands, free and clear of all liens and encumbrances excepting easements, rights-of-way, reservations and restrictions of record and taxes for the year of dedication and subsequent years (to be pro-rated to the date of conveyance) prior to their dedication to Town.

10.2. Developer shall receive credit as against the water availability requirements set forth in Ordinance 83-6, and under the presumption set forth in sub-paragraph 6.2 hereof, for all water and water rights appurtenant to any lands dedicated to Town, whether for public dedication, roadways or otherwise.

10.3. Developer shall bear responsibility of extending utilities, streets, sidewalks, and bike paths through and adjacent to such dedicated lands if such extensions are required and become a part of Developer's development plans, as the same are located upon approved final site development plans or plats. Provided, however, that in the event such extensions are also

acent to lands other than the subject land or other lands  
ed by Developer, and in the further event that such other  
nds are at such time annexed to Town, the expense of such  
ensions shall be shared with the owners of such other lands in  
ordance with applicable Town recoupment ordinances, as  
ended.

10.4. Town shall extend a fifteen day right of first  
usal to Developer in the event Town determines not to devote  
nds dedicated by Developer to Town to public purposes. Town  
all offer said lands to Developer upon the same terms and  
nditions, and for the same price as those proposed to a  
na-fide third party purchaser.

10.5. Any requirements for public lands by any school  
strict or other public entity shall be met from the public  
nds to be dedicated pursuant to this Section.

SECTION XI.

PRIVATE STREETS

11.1. It is contemplated that some local streets to be  
nstructed within the land may be private streets. Said streets  
all be constructed to the specifications set forth in Exhibit  
" attached hereto, unless otherwise mutually agreed.

11.2. Unless required due to Town storm drainage  
gulations or as part of the master trail system as identified  
the preliminary site plan approved contemporaneously herewith,  
dewalks, curbs and gutters shall not be required along said  
ivate streets, so long as reasonable pedestrian access is

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B0773 - P0448 - \$138.00 - 27/ 46

vided by a system of pedestrian and/or bike paths.

SECTION XII.

APPROVAL OF DEVELOPMENT PLANS-  
OBLIGATIONS OF DEVELOPER

12.1. Developer is entering into this agreement and  
bertaking the obligations imposed upon Developer herein  
ntained in reliance upon Town's concurrent approval of its  
velopment plans, as set forth in the approved preliminary site  
an and planned unit development ordinance approved on the date  
this instrument. Performance of the obligations of Developer  
reunder is expressly conditioned upon Developers being  
mitted by Town to develop the land in substantial conformity  
th said approved site plan and ordinance.

SECTION XIII.

AMENDMENT OF RECOUPMENT ORDINANCE

13.1. Town intends to amend its recoupment ordinance to  
provide for developer recoupment of:

(a) Costs of easements and rights-of-way (costs of  
sement or fee title procurement, administrative and legal  
osts).

(b) Costs of roadway and drainage structure construction.

13.2. Said ordinance is intended to also be amended to  
nlarge time for such recoupment, insofar as it relates to  
rivate persons, to a period of ten years.

13.3. Further, said ordinance is intended to be amended  
o provide that recoupment will be due, from the owners of all  
ands annexed subsequent to the date of such amendment, on an  
ability to serve" basis, rather than at the time of actual

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 28/ 46  
B0773 - P0449 - \$138.00

connection to, or utilization of, said improvements, with said amounts being payable, in full, at the time the first final plat is approved for any such owner.

SECTION XIV.

NOTICES

14.1. Any notice required to be given hereunder shall be deemed given on the date the same is deposited in the U.S. mail, certified, postage prepaid, return receipt requested, to the parties hereto at the addresses hereinafter noted, or such other address as either party may designate, in writing, pursuant to the provisions of this section.

TOWN:

Town of Castle Rock  
318 Fourth Street  
Castle Rock, Colorado 80104

DEVELOPER:

Michael Young  
P. O. Box N  
Castle Rock, Colorado 80104

14.2. In addition to the notices hereinabove required, Town agrees to notify Developer, pursuant to the provisions of this section, of any action contemplated by Town which would materially affect the provisions set forth in this agreement.

SECTION XV.

SEVERABILITY CLAUSE

15.1. Should any provision hereof be determined to be illegal or contrary to public policy by any Court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 29/ 46  
B0773 - P0450 - \$138.00

SECTION XVI.

BINDING EFFECT

16.1. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

SECTION XVII.

APPROVAL BY BOARD OF TRUSTEES

17.1. This Agreement was considered by the Board of Trustees of the Town of Castle Rock, Colorado, at their regular public meeting held on August 16, 1983, approved by a vote of 6 for and 0 against, and agreed to by the parties hereto on said date.

TOWN OF CASTLE ROCK

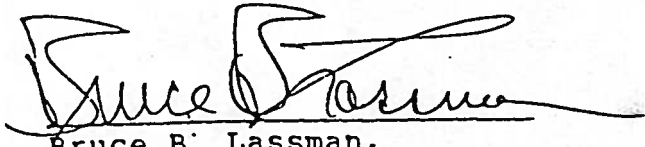
By: [Signature]  
Timothy L. White, Mayor  
Town of Castle Rock

ATTEST:  
[Signature]  
Florence Bush,  
Town Clerk

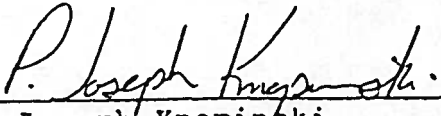
DEVELOPER  
By: [Signature]  
Michael Young

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 30/ 46  
B0773 - P0451 - \$138.00

Approved as to form:



Bruce B. Lassman,  
Town Attorney



P. Joseph Knopinski,  
Town Administrator

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B0773 - P0452 - \$138.00 - 31/ 46

## PROPERTY DESCRIPTION: YOUNG PUD ANNEXATION

A tract of land situated in Section 12, Township 8 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of tract "A" of Young Addition to Castle Rock;

Thence N 17°00'00"E along the East line of said tract "A" and along the boundary of the Town of Castle Rock a distance of 50.00 feet;

Thence S 75°58'35"E continuing along the boundary of the Town of Castle Rock a distance of 421.09 feet to the Point of Beginning;

Thence along the boundary of the Town of Castle Rock the following 12 courses;

1. Thence N 72°00'00"E a distance of 230.00 feet;

2. Thence S 6°56'56"E a distance of 26.18 feet;

3. Thence N 87°24'22"E a distance of 48.46 feet to a point of curve;

4. Thence along the arc of a curve to the right said curve has a radius of 700.00 feet, a central angle of 45°30'35" and an arc length of 556.01 feet;

5. Thence N 62°34'02"E a distance of 35.02 feet;

6. Thence S 32°12'05"E a distance of 134.29 feet;

7. Thence N 85°30'07"E a distance of 762.68 feet;

8. Thence S 31°40'07"E a distance of 242.87 feet;

9. Thence N 28°47'10"E a distance of 334.05 feet;

10. Thence S 0°00'00"E a distance of 239.02 feet;

11. Thence S 42°12'53"E a distance of 654.85 feet;

12. Thence S 49°59'38"E, a distance of 365.55 feet;

Thence S 65°10'04"E a distance of 498.17 feet, the first 295.00 feet of which is along the town boundary;

Thence N 86°52'53"E a distance of 173.26 feet to the East line of the Southeast ¼ of Section 12;

Thence S 1°57'22"W along the East line of the Southeast ¼ a distance of 1097.62 feet to the Southeast corner of the aforesaid Section 12, Township 8 South, Range 67 West;

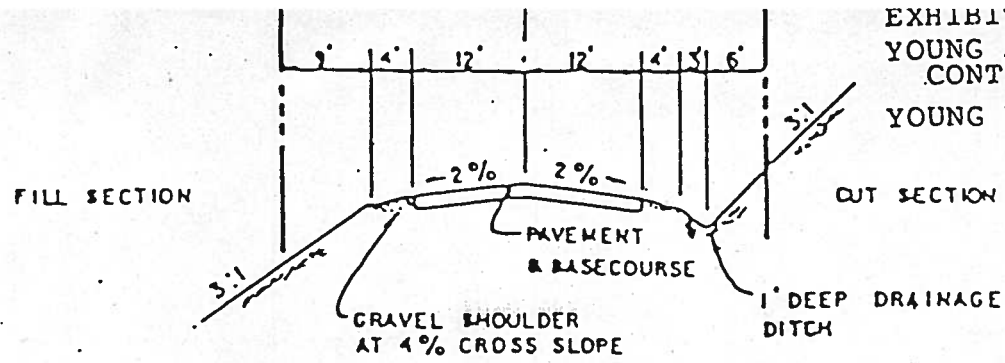
Thence N 89°41'32"W along the South line of the Southeast ¼ a distance of 2658.65 feet to the South ¼ corner of Section 12, Township 8 South, Range 67 West, the first 610.00 feet of which is not along the town boundary;

Thence N 0°37'55"W along the West line of the South ¼ of the Southeast ¼ and along the town boundary, a distance of 1291.48 feet to the Northwest corner of the South ¼ of the Southeast ¼;

Thence leaving the town boundary, N 0°00'00"E a distance of 390.00 feet;

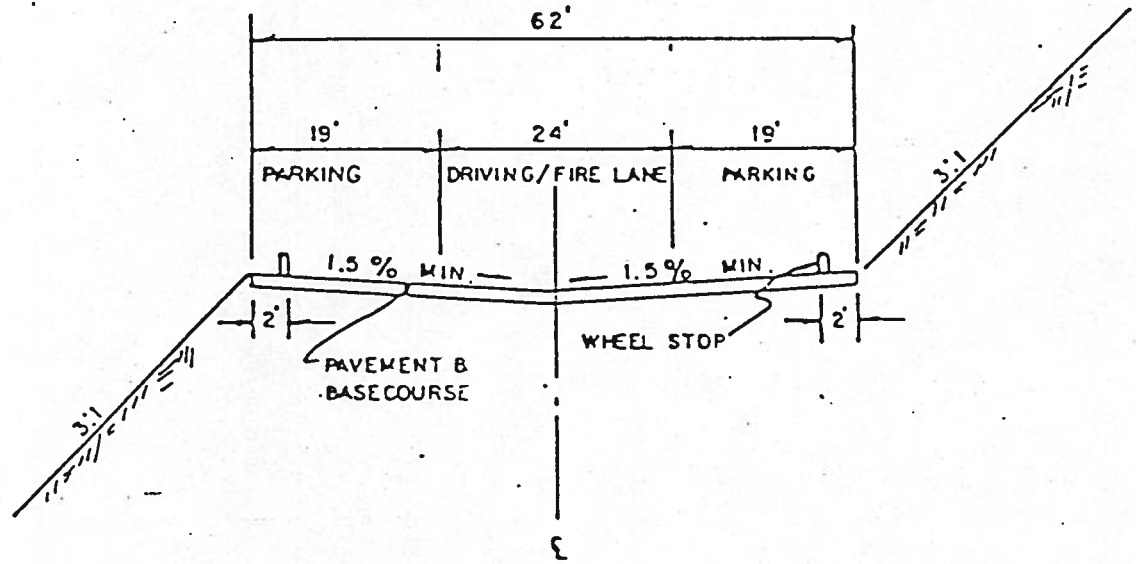
Thence N 71°18'27"W a distance of 596.25 feet;

Thence S 45°00'00"E a distance of 450.00 feet to the Point of Beginning;



SINGLE FAMILY  
STREET SECTION  
50' R.O.W.

NOTE: WHERE NECESSARY TO BETTER CONTROL DRAINAGE, THE DEVELOPER HAS THE OPTION TO CONSTRUCT INVERTED CROWNS ON SINGLE FAMILY STREETS.



MULTI-FAMILY  
PARKING LOT SECTION  
(PRIVATE)

NOTE: PARKING RATIO = 1 1/2 TO 1  
 FULL SIZE SPACE = 8.5' X 19'  
 COMPACT SPACE = 7.5' X 17' UP TO 40% OF REQUIRED SPACES  
 PRIVATE DRIVES = 24' WIDE W/ INVERTED CROWN  
 FIRE LANES = 24' WIDE

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER \$138.00  
 B0773 - P0454 - 33/ 46

EXHIBIT "G"

PROPERTY DESCRIPTION:

A tract of land situated in Section 12, Township 8 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 12 and considering the West line of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 12 to bear N 0°11'03"W with all bearings contained herein relative thereto;

Thence N 0°11'03"W along the West line of said North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 12 a distance of 350.00 feet to the point of beginning;

Thence continuing N 0°11'03"W along said West line a distance of 924.30 feet to the South boundary of Young's Fourth Addition to Castle Rock;

Thence S 86°00'00"E along said South boundary a distance of 553.42 feet;

Thence S 10°30'00"E along said South boundary a distance of 75.00 feet;

Thence N 86°00'00"E along said South boundary a distance of 290.00 feet;

Thence S 81°50'00"E along said South boundary a distance of 820.00 feet;

Thence S 75°58'35"E a distance of 36.95 feet;

Thence S 0°43'40"E a distance of 747.80 feet;

Thence N 70°01'33"W a distance of 307.93 feet;

Thence N 89°21'33"W a distance of 385.00 feet;

Thence S 55°05'00"W a distance of 165.10 feet;

Thence S 83°43'00"W a distance of 100.00 feet;

Thence N 64°46'00"W a distance of 135.00 feet;

Thence S 76°00'00"W a distance of 230.00 feet;

Thence S 34°54'00"W a distance of 146.00 feet;

Thence S 85°55'00"W a distance of 80.00 feet;

Thence N 32°36'00"W a distance of 183.00 feet;

Thence N 89°21'33"W a distance of 190.00 feet to the point of beginning;

EXCEPTING THEREFROM that tract of land described in Book 413 at Page 195 of the Douglas County Records;

The above described parcel contains 26.311 acres, more or less.

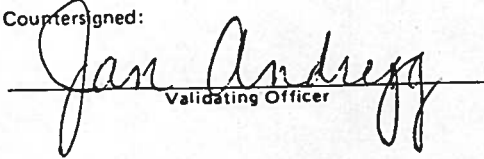
# COMMITMENT TO INSURE

This commitment was produced and  
issued through the office of

## LAND TITLE GUARANTEE COMPANY

512 WILCOX  
CASTLE ROCK, CO 80104  
(303) 688-6363

Countersigned:

  
Validating Officer

Representing:

TITLE INSURANCE COMPANY OF MINNESOTA

EXHIBIT "D" (Page 1 of 6)

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 37/ 46  
B0773 - P0458 - \$138.00

# TITLE INSURANCE COMPANY OF MINNESOTA

a Stock Company of Minneapolis, Minnesota

TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure of the proposed Insured to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Title Insurance Company of Minnesota has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A, to be valid when countersigned by a validating officer or other authorized signatory.

## TITLE INSURANCE COMPANY OF MINNESOTA

*J. Melonville*  
President

*Robert M. Rowe*  
Secretary

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 38/ 46  
B0773 - P0459 - \$138.00

ALTA COMMITMENT

SCHEDULE A

Application No. P1011703-3

For Information Only  
VACANT LAND

- Charges -	
ALTA OWNER POLICY	\$559.00
- - TOTAL - -	\$559.00

With your remittance please refer to P1011703-3.

1. Effective Date: November 06, 1987 at 8:00 A.M.

2. Policy to be issued, and proposed Insured:

"ALTA" Owner's Policy	\$105,000.00
Form B-1970 (Amended 10-17-70)	

Proposed Insured:

TOWN OF CASTLE ROCK

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

PARK VISTA CORPORATION, A Colorado Corporation

5. The land referred to in this Commitment is described as follows:

PARCEL A

A TRACT OF LAND SITUATED IN SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AND CONSIDERING THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER TO BEAR NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER \$138.00  
B0773 - P0460 - 39/ 46

ALTA COMMITMENT

SCHEDULE A

Application No. F1011703-3

THENCE NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 698.71 FEET;  
THENCE NORTH 0 DEGREES 38 MINUTES 27 SECONDS EAST A DISTANCE OF 235.00 FEET;  
THENCE NORTH 78 DEGREES 03 MINUTES 32 SECONDS EAST A DISTANCE OF 711.43 FEET;  
THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 390.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND SITUATED IN SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AND CONSIDERING THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER TO BEAR NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;  
THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 390.00 TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 78 DEGREES 03 MINUTES 32 SECONDS WEST A DISTANCE OF 711.43 FEET;  
THENCE NORTH 45 DEGREES 44 MINUTES 05 SECONDS WEST A DISTANCE OF 134.88 FEET;  
THENCE NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST A DISTANCE OF 150.00 FEET;  
THENCE NORTH 0 DEGREES 43 MINUTES 40 SECONDS WEST A DISTANCE OF 747.80 FEET;  
THENCE NORTH 75 DEGREES 58 MINUTES 35 SECONDS WEST A DISTANCE OF 36.95 FEET TO THE SOUTHEAST CORNER OF TRACT "A", YOUNG'S FOURTH ADDITION TO CASTLE ROCK;  
THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT "A" A DISTANCE OF 50.00 FEET;  
THENCE SOUTH 75 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 421.09 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 460.00 FEET;  
THENCE SOUTH 71 DEGREES 18 MINUTES 27 SECONDS EAST A DISTANCE OF 596.25 FEET TO THE POINT OF BEGINNING.

===

EXHIBIT "D" (Page 4 of 6)

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B0773 - P0461 - \$138.00 40/46

ALTA COMMITMENT

SCHEDULE B-1

(Requirements) Application No. P1011703-3

The followings are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
3. CORRECTION DEED FROM VERNETA C. MEMMEN TO PARK VISTA CORPORATION. (THIS REQUIREMENT IF NECESSARY BECAUSE THE ACKNOWLEDGEMENT IS INCOMPLETE ON DEED RECORDED DECEMBER 13, 1985 IN BOOK 616 AT PAGE 923)
4. CERTIFICATE OF DISMISSAL ISSUED BY THE CLERK OF DISTRICT COURT IN AND FOR THE COUNTY OF DOUGLAS OF CIVIL ACTION NO. 87CV07 ENTITLED CHAPMAN YOUNG, JR., ET AL, PLAINTIFF (S), VS. VERNETA C. MEMMEN, DEFENDANT (S) NOTICE OF LIS PENDENS RECORDED January 13, 1987, IN BOOK 693 AT PAGE 766 OR RELEASE OF SUBJECT PROPERTY FROM CASE NO. 87CV07.
5. WARRANTY DEED FROM PARK VISTA CORPORATION, A Colorado Corporation TO TOWN OF CASTLE ROCK CONVEYING SUBJECT PROPERTY.

NOTE: ITEMS 1-4 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY AND A NOTARIZED FINAL LIEN AFFIDAVIT.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE RECORDS THE DOCUMENTS REQUIRED UNDER SCHEDULE B-1.

===

THE COUNTY CLERK AND RECORDERS OFFICE REQUIRES RETURN ADDRESSES ON DOCUMENTS SENT FOR RECORDING!!

===

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B0773 - P0462 - \$138.00 - 41/ 46

EXHIBIT "D" (Page 5 of 6)

ALTA COMMITMENT

SCHEDULE B-2

(Exceptions) Application No. P1011703-3

The Policy or Policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Standard Exceptions 1 through 5 printed on the cover sheet.
6. Taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
7. Any unpaid taxes or assessments against said land.
8. Liens for unpaid water and sewer charges, if any.
9. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET.
10. EASEMENT RESERVED BY VERNETA C. MEMMEN IN DEED RECORDED DECEMBER 13, 1985 IN BOOK 616 AT PAGE 923.
11. TERMS, CONDITIONS AND PROVISIONS OF OPTION AGREEMENT AS DISCLOSED BY AMENDMENT RECORDED October 09, 1987 IN BOOK 752 AT PAGE 869.

===

EXHIBIT "D" (Page 6 of 6)

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 42/ 46  
B0773 - P0463 - \$138.00

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AND CONSIDERING THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER TO BEAR NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 390.00 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 78 DEGREES 03 MINUTES 32 SECONDS WEST A DISTANCE OF 711.43 FEET;

THENCE NORTH 45 DEGREES 44 MINUTES 05 SECONDS WEST A DISTANCE OF 134.98 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST A DISTANCE OF 130.00 FEET;

THENCE NORTH 0 DEGREES 43 MINUTES 40 SECONDS WEST A DISTANCE OF 747.80 FEET;

THENCE NORTH 75 DEGREES 58 MINUTES 35 SECONDS WEST A DISTANCE OF 36.95 FEET TO THE SOUTHEAST CORNER OF TRACT "A", YOUNG'S FOURTH ADDITION TO CASTLE ROCK;

THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT "A" A DISTANCE OF 50.00 FEET;

THENCE SOUTH 75 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 421.09 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 420.00 FEET;

THENCE SOUTH 71 DEGREES 16 MINUTES 27 SECONDS EAST A DISTANCE OF 596.25 FEET TO THE POINT OF BEGINNING.

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 36/ 46  
B0773 - P0457 - \$138.00

EXHIBIT "B"

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AND CONSIDERING THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER TO BEAR NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:  
THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 390.00 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 78 DEGREES 03 MINUTES 32 SECONDS WEST A DISTANCE OF 711.43 FEET;  
THENCE NORTH 43 DEGREES 44 MINUTES 05 SECONDS WEST A DISTANCE OF 134.88 FEET;  
THENCE NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST A DISTANCE OF 150.00 FEET;  
THENCE NORTH 0 DEGREES 43 MINUTES 40 SECONDS WEST A DISTANCE OF 747.80 FEET;  
THENCE NORTH 75 DEGREES 58 MINUTES 35 SECONDS WEST A DISTANCE OF 38.95 FEET TO THE SOUTHEAST CORNER OF TRACT "A", YOUNG'S FOURTH ADDITION TO CASTLE ROCK;  
THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT "A" A DISTANCE OF 50.00 FEET;  
THENCE SOUTH 75 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 421.09 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 460.00 FEET;  
THENCE SOUTH 71 DEGREES 18 MINUTES 27 SECONDS EAST A DISTANCE OF 596.23 FEET TO THE POINT OF BEGINNING.

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 34/ 46  
B0773 - P0455 - \$138.00

EXHIBIT "C"

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder.

RECORDER'S STAMP

THIS DEED, Made this \_\_\_\_\_ day of  
19 87, between PARK VISTA CORP., a Colorado  
corporation

of the \_\_\_\_\_ County of Douglas and State of Colo-  
rado, of the first part, and THE TOWN OF CASTLE ROCK,  
COLORADO, A Colorado municipal corporation  
whose legal address is 318 Fourth Street  
Castle Rock, Colorado 80104

of the \_\_\_\_\_  
County of Douglas and State of Colorado, of the second  
part;

WITNESSETH, That the said part y of the first part, for and in consideration of the sum  
of ONE DOLLAR and other good and valuable consideration-----

----- Dollars,  
to the said part Y of the first part, in hand paid by the said part Y of the second part, the  
receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and con-  
veyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said  
part Y of the second part, its heirs and assigns forever, all the following described  
lot or parcel of land, situate, lying and being in the \_\_\_\_\_ County of Douglas  
and State of Colorado, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

also known as street and number (vacant land)

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in  
anywise appertaining, and the reversion and reversions, remainder and remainders, rents,  
issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever,  
of the said party of the first part, either in law or equity, of, in and to the above bargained  
premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said  
premises above bargained and described, with the appurtenances, unto

the said part y of the second part, its  
heirs and assigns forever.

And the said

party of the first part, for itself, its heirs, executors and  
administrators, does covenant, grant, bargain and agree to and with the said part y of the  
second part, its heirs and assigns, the above bargained premises in the quiet and peaceable  
possession of said part y of the second part, its heirs and assigns, against all and every  
person or persons lawfully claiming or to claim the whole or any part thereof, by, through or  
under the said part y of the first part to WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its  
hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

\_\_\_\_\_

STATE OF COLORADO,

County of Douglas

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
19 87, by Michael Young, as President and Chapman Young, Jr., as  
Secretary of Park Vista Corp., a Colorado corporation.

My commission expires \_\_\_\_\_, 19 \_\_\_\_ . Witness my hand and official seal.

PARK VISTA CORP., a Colorado  
corporation \_\_\_\_\_ [SEAL]

By: \_\_\_\_\_ [SEAL]  
President

By: \_\_\_\_\_ [SEAL]  
Secretary

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 35/ 46  
B0773 - P0456 - \$138.00

EXHIBIT "E"

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AND CONSIDERING THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER TO BEAR NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 696.71 FEET;

THENCE NORTH 0 DEGREES 38 MINUTES 27 SECONDS EAST A DISTANCE OF 235.00 FEET;

THENCE NORTH 78 DEGREES 03 MINUTES 32 SECONDS EAST A DISTANCE OF 711.43 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 390.00 FEET TO THE POINT OF BEGINNING.

8802182 - 01/28/88 15:52 - RITA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 43/46  
B0773 - P0464 - \$138.00

EXHIBIT "F"

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder.

RECORDER'S STAMP

THIS DEED, Made this \_\_\_\_\_ day of  
19 87, between PARK VISTA CORP., a Colorado  
corporation

of the \_\_\_\_\_ County of Douglas and State of Colo-  
rado, of the first part, and THE TOWN OF CASTLE ROCK,  
COLORADO, A Colorado municipal corporation  
whose legal address is 318 Fourth Street  
Castle Rock, Colorado 80104

of the \_\_\_\_\_  
County of Douglas and State of Colorado, of the second  
part;

WITNESSETH, That the said part y of the first part, for and in consideration of the sum  
of ONE DOLLAR and other good and valuable consideration-----

----- Dollars,  
to the said part Y of the first part, in hand paid by the said part Y of the second part, the  
receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and con-  
veyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said  
part Y of the second part, its heirs and assigns forever, all the following described  
lot or parcel of land, situate, lying and being in the \_\_\_\_\_ County of Douglas  
and State of Colorado, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

also known as street and number (vacant land)

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in  
anywise appertaining, and the reversion and reversions, remainder and remainders, rents,  
issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever,  
of the said party of the first part, either in law or equity, of, in and to the above bargained  
premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said  
premises above bargained and described, with the appurtenances, unto  
the said part y of the second part, its  
heirs and assigns forever.

And the said

party of the first part, for itsel f , its heirs, executors and  
administrators, does covenant, grant, bargain and agree to and with the said part y of the  
second part, its heirs and assigns, the above bargained premises in the quiet and peaceable  
possession of said part y of the second part, its heirs and assigns, against all and every  
person or persons lawfully claiming or to claim the whole or any part thereof, by, through or  
under the said part y of the first part to WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part ha s hereunto set its  
hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

\_\_\_\_\_

STATE OF COLORADO,

County of Douglas

} ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
19 87, by Michael Young, as President and Chapman Young, Jr., as  
Secretary of Park Vista Corp., a Colorado corporation.

My commission expires \_\_\_\_\_, 19 \_\_\_\_ . Witness my hand and official seal.

\_\_\_\_\_  
Notary Public.

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 44/ 46  
B0773 - P0465 - \$138.00

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 12, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AND CONSIDERING THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER TO BEAR NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89 DEGREES 21 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 696.71 FEET;

THENCE NORTH 0 DEGREES 38 MINUTES 27 SECONDS EAST A DISTANCE OF 235.00 FEET;

THENCE NORTH 78 DEGREES 03 MINUTES 32 SECONDS EAST A DISTANCE OF 711.43 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 390.00 FEET TO THE POINT OF BEGINNING.

8802182 - 01/28/88 15:52 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B0773 - P0466 - \$138.00 - 45/ 46