

**BURT AT CASTLE ROCK
SUBDIVISION IMPROVEMENTS AGREEMENT**

DATE: APRIL 10 , 2015.

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

PLUM CREEK INVESTMENT GROUP, LLC, a Colorado
limited liability company, 823 Perry Street, Suite 120, Castle
Rock, Colorado 80104 (“Subdivider”).

MORTGAGEE: **FirstBank**

RECITALS:

A. Subdivider desires to plat and subdivide certain property as the Burt at Castle Rock 1 subdivision (“Subdivision”), more particularly described in the attached *Exhibit 1* (“Property”).

B. The subdivision regulations of the Castle Rock Municipal Code require that the Subdivider construct the public improvements necessary to provide municipal utilities and services to the Subdivision in accordance with Town regulations. By this Agreement the parties address the conditions for construction of such improvements and certain other issues concerning development of the Subdivision.

C. This Agreement is intended, among other things, to protect the Town from any liability or cost which may result from the failure of the Subdivider to complete construction of such public improvements to Town standards. This Agreement is not made for the benefit of any other party and Town makes no representation to any owner of a lot or tract within the Subdivision that all necessary Subdivision infrastructure will be completed by the Town in the event of a default by Subdivider.

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

COVENANTS:

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

Section 1. Definitions. The following words when capitalized in the text shall have the meanings indicated:

Agreement: this Burt at Castle Rock Subdivision Improvements Agreement.

Code: the Castle Rock Municipal Code, as amended.

Development Agreement: the Burt at Castle Rock Annexation and Development Agreement dated March 23, 2004, recorded in the Records on July 7, 2004 at Reception No. 2004070068.

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

Development Impact Fees: the fees currently imposed under Chapter 3.16 of the Code.

Director: the Director of Development Services, or designee.

Improvements: the water, wastewater, storm water drainage, transportation, Landscaping or other systems or infrastructure required to serve the Subdivision as identified and described in the Plans (whether on-site or off-site), which upon their completion are to be dedicated to the Town for operation and maintenance by the Town.

Phase: a contiguous geographical area of the Subdivision so designated a specific Phasing Plan submitted to and approved by the Town (or, if applicable, a sub-phase).

Phase Improvements: those Improvements required to be constructed with a particular Phase, as prescribed in the Phasing Plan, but excluding Landscaping.

Phasing Plan: the depiction or description in the Plans of the Phases and the Improvements to be constructed with each Phase, as approved by the Director or designee.

Plans: the description of the Improvements on the construction drawings approved concurrently with the Plat and related documents.

Plat: the final subdivision plat for the Subdivision as approved by the Town.

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

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

Site Development Plan: a site development plan for any portion of the Subdivision as approved by the Town.

System Development Fees: the capital recovery charges for water and wastewater plant, imposed under 13.12.080 and the renewable water fee under 4.04.150 of the Code.

Subdivision: the Burt at Castle Rock subdivision.

Town Regulations: the Code, inclusive of the Town technical design criteria manuals, as the same may be amended from time to time.

Tract B: Tract B, Burt at Castle Rock, Douglas County Colorado.

Certain other terms are defined elsewhere in this Agreement. Section references are to the numbered sections of this Agreement.

Section 2. Construction of Improvements. The Improvements shall be constructed in accordance with the Plans, or to the extent not otherwise provided in the Plans, in accordance with applicable Town Regulations. The Improvements may be constructed by Phase, in accordance with the applicable Phasing Plan, if any. If so approved by the Director, a sub-Phasing Plan may be implemented such that Phase Improvements are developed only as necessary to service specific sub-Phases.

In the event Subdivider has not obtained all necessary Town permits and approvals and commenced construction of at least one of the Phases within one year of the date of recordation of this Agreement, the Town's authorization under this Agreement shall lapse. As a condition to commencement of construction of any of the Improvements thereafter, Subdivider shall demonstrate to the Town Council good cause for the delay and its good faith intention and financial ability to proceed and complete the Improvements for the Subdivision; provided that Subdivider shall not be required to resubmit a land use application for the Subdivision.

Phase Improvements must be completed no later than one year after the date of issuance of the first construction permit for such Phase, provided that the completion date may be extended by the Director for up to 6 months if justified due to adverse weather, material unavailability, or other unanticipated and unavoidable circumstances beyond the control of Subdivider, as determined by the Director.

Section 3. Restrictions Pending Completion of Improvements. No Phase shall qualify for building permits until the Phase Improvements required by the Phasing Plan for such Phase are substantially completed, except when authorized by the Director, as further provided in this section. Substantial completion occurs when the Improvement is functional and operable in all material respects, although not completed to the standard required for formal acceptance by the Town for operation and maintenance. No Phase shall qualify for certificates of occupancy unless the Phase Improvements have been initially accepted by the Town as provided in Section 4.

The Director, in his/her absolute discretion, may authorize issuance of one or more designated building permits prior to substantial completion, if unusual and unanticipated circumstances warrant granting a relaxation of the substantial completion requirement. In such event, the Director may impose the condition that all work must cease under such building permit if the Phase Improvements are not substantially completed by the date specified in the permit. In no event shall the Director authorize the issuance of a building permit unless there is adequate emergency access to the site and the water system is completed sufficiently to provide adequate fire flows for fire protection.

Section 4. Acceptance of Improvements. Upon substantial completion of the Phase Improvements, Subdivider may request inspection. Town shall make inspection within 5 working days of the date Subdivider requests final inspection, and Town shall notify Subdivider of non-conforming work within 5 working days after the inspection is made. Subdivider shall have 30 days from the date of receipt of Town's inspection report to remedy the non-conforming work unless the remedial work is delayed due to weather conditions, in which event the work shall be completed as soon as reasonably feasible thereafter.

With cure of non-conforming work, receipt of record drawings and initial acceptance of the Improvements by Town, Subdivider shall promptly convey its interest in the Phase Improvements by document in the form attached as *Exhibit 2*. With conveyance of the Improvements and receipt of the warranty surety, the applicable warranty period commences.

Section 5. Improvements Security. In accordance with Town Regulations, Subdivider shall provide Town with a letter of credit, cash escrow deposit or performance bond to secure construction of one or more of the Phase Improvements. The amount of the

Security shall be dependent on the form of Security provided, calculated in accordance with the Town Regulations (“Security”). The form of the Security is subject to approval by the Town Attorney. The Security shall be irrevocable for a period or term extending 60 days beyond the Completion Date. “Completion Date” shall mean the date the Town gives initial acceptance for the Improvements. Security which has a term expiring on or before 60 days after the Completion Date shall contain a provision that unless renewed or substitute Security is provided, prior to its expiration date, it may be called by the Town for lack of adequate Security. The Security shall be delivered to Town prior to and as a condition of the issuance of the first public works permit. The warranty portion of the Security shall be released as authorized in the Town Regulations.

The purpose of the Security is to provide Town with the financial resources to mitigate any public health and safety hazards and/or re-grade and re-vegetate the Subdivision and/or complete construction or installation of any of the Phase Improvements, should Subdivider default in its obligation to complete the Phase Improvements (the "Remedial Work"). The Town retains the absolute discretion to determine what Remedial Work, if any is undertaken by Town on the Phase Improvements, in the event of such default. Any portion of the Security not utilized in the Remedial Work shall be returned to the obligor on the Security, or in the event a letter of credit or cash escrow is furnished by Subdivider, to Subdivider.

With Town's initial acceptance of the Phase Improvements, the Security shall be reduced to 15% of the actual construction cost of the Phase Improvements in accordance with Town Regulations. The warranty portion of the Security shall be released as authorized in the Town Regulations.

Section 6. Water Supply. The balance of the 32 SFE of "Water Credit" as provided in Article IV of the Development Agreement have been applied to meet the water supply requirements for the Subdivision, (“Subdivision Water Credit”). The Subdivision Water Credit shall be allocated as follows:

A. 6.67 SFE has been allocated to meet the water demand created by development of Lot 1 (“Lot 1 Water Credit”). Town shall not require additional water rights or water resources as a condition to issuance of land use approvals for Lot 1, so long as the aggregate water demand from development does not exceed the Lot 1 Water Credit, as computed in accordance with the Town Regulations. To the extent that the water demand created by development of Lot 1 exceeds the Lot 1 Water Credit, the owner of Lot 1 must provide additional water resources in accordance with Town Regulations sufficient to meet the demand in excess of the initial Lot 1 Water Credit.

B. 25.33 SFE is been allocated to meet the water demand created by development of Tract B (“Tract B Water Credit”). Town shall not require additional water

rights or water resources as a condition to issuance of land use approvals for Tract B, so long as the aggregate water demand from development of Tract B does not exceed the Tract B Water Credit, as computed in accordance with the Town Regulations. To the extent that the water demand created by development of Tract B exceeds the Tract B Water Credit, the owner of Tract B must provide additional water resources sufficient to meet the demand in excess of the Tract B Water Credit.

Absent compliance with this Section, Town may withhold development approvals on the Property for any proposed use, which, after taking into account all previous development on the Property, that will create an aggregate water demand in excess of the Subdivision Water Credit (as the same may be subsequently augmented in accordance with this section). Should the Subdivision Water Credit not be fully utilized after full development of the Subdivision, the remaining SFE shall revert to the Burt at Castle Rock Water Bank, as provided in the Development Agreement.

Section 7. Water Efficiency Plan. In an effort to meet the long-term renewable water needs of the Town, developments are encouraged to establish water efficiency plans for developments within the Town. In order to maximize the use of the Water Credit established in the Burt at Castle Rock Water Bank, Subdivider, in its sole discretion, may submit a water efficiency plan in accordance with Town Regulations.

Section 8. Intersection Control Improvements. Pursuant to Section 5.09 of the Development Agreement, concurrently with and as a condition to recordation of this Agreement, Subdivider shall pay to Town \$40,000, which represents the Property's proportionate share of the cost to signalize the Perry Street/Wilcox Street intersection ("Intersection Control Improvements"). Town shall construct the Intersection Control Improvements when warranted. Provided however, Town, at its option may choose to apply such funds toward a roundabout in lieu of signalization. Upon payment, Subdivider shall have no further financial obligation towards the Intersection Control Improvements.

Section 9. Douglas Lane Interchange Participation. Pursuant to Section 5.11 of the Development Agreement, concurrently with and as a condition to recordation of this Agreement, Subdivider shall pay to Town \$21,040, which amount represents the pro rata share of the Douglas Lane Interchange for Lot 1 on a per trip generation for the proposed use on Lot 1. Similarly, at the time Tract B is re-platted into a developable lot(s), the Town shall have the right to collect the Tract B pro rata share of the Douglas Lane Interchange based on the per trip generation for the proposed use(s) on Tract B.

Section 10. Wilcox Street Improvements. Subdivider, at its sole expense, will be responsible for constructing all curb, gutter, sidewalk and street lighting as part of

the Improvements to be constructed in conjunction with development of the portion of the Property that fronts Wilcox Street.

Section 11. Water Main Looping. The looping of the water main specified in Section 5.06 of the Development Agreement is no longer needed. Accordingly, Subdivider shall have no obligation to construct a looped water system to serve the Property.

Section 12. Lift Station Construction. Construction of a wastewater lift station as specified Section 5.07 of the Development Agreement is no longer required. Accordingly, Subdivider shall have no obligation to construct a lift station to serve the Property.

Section 13. Water Main Extension Participation. The Property will be served by the 12-inch water main constructed by the Plum Creek Community Church (“PCC”). Town previously agreed to make best efforts to obtain recoupment to the PCC from those other properties that benefit from and will utilize the water main. The Property will utilize and benefit from the water line. By separate agreement dated March 20, 2015 between Subdivider and the PCC, the parties agreed to certain terms by which Subdivider has agreed to pay PCC its proportionate share of the cost of construction of the water main.

Section 14. Public Land Dedication. In lieu of dedicating .5 acres of the Property for public lands (“PLD”) as required under the Town Regulations, Owner shall pay to Town cash-in-lieu of PLD in the amount of \$43,560. Such payment shall be made prior to and as a condition to recordation of this Agreement.

Section 15. Habitat Conservation Plan. In the event modifications are made to the approved Plans after recordation of this Agreement, Subdivider, at its cost, must obtain the necessary approvals, if any, and comply with all mitigation and enhancement requirements of the U.S. Fish and Wildlife Service in accordance with the Endangered Species Act of 1973.

Section 16. Gateway Enhancement. Pursuant to Section 6.03 of the Development Agreement, concurrently with and as a condition to recordation of this Agreement, Subdivider shall pay to Town \$40,000 to be used by Town for public art and/or other enhancements for community identification in the vicinity of the Property.

Section 17. Trail Construction. Construction of the on-site portion of a recreation trail as required under 6.04 of the Development Agreement is no longer required. Accordingly, Subdivider shall have no obligation to construct the recreational trail through the Property.

Section 18. Water Conservation Regulations. The landscaping of the Property shall conform to the Town's adopted water conservation requirements in effect at the time of the building permit application.

Section 19. Application of Development Agreement. The Development Agreement may contain certain other conditions and requirements which apply to the development of the Property. The enumeration in this Agreement of certain of obligations triggered under the phasing plan of the Development Agreement is not inclusive of all such obligations. In the event of a conflict between the Development Agreement and this Agreement, the Development Agreement shall govern and control.

Section 20. Default. The follow occurrences constitute a default by the Subdivider:

- (a) failure to commence or complete construction of the Phase Improvements within the time periods prescribed in Section 3, above;
- (b) failure to cure the defective construction of any Phase Improvements within the applicable cure period;
- (c) Subdivider has breached, or caused a breach of any other provision of this Agreement;
- (d) Subdivider has failed to timely pay any of the required payments specified in Sections 8, 9, 14 and 16.

As a condition to Town's right to exercise its remedies for default, Town shall give written notice to Subdivider of the occurrence of an event of default. Subdivider shall have thirty (30) calendar days from the receipt of such notice to cure the default. If timely cure of the noticed default(s) is not accomplished, Town shall thereafter be entitled to pursue its remedies against Subdivider.

Section 21. Town's Rights Upon Default. When any event of default occurs and has not been timely cured, the Town may:

- (a) if the applicable Phase Improvements have not been timely completed, call the Security in accordance with its terms, and apply the Security for the Remedial Work. Subdivider grants to Town and, if applicable, the surety, and their employees, agents and contractors, a non-exclusive right and easement to enter onto the Subdivision after an uncured default for the purpose of undertaking the Remedial Work;

EXHIBIT 1

PROPERTY DESCRIPTION

A TRACT OF LAND SITUATED IN THE SE 1/4 OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15 AND CONSIDERING THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 15 TO BEAR NORTH 89°06'10" WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 89°06'10" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 646.58 FEET; THENCE NORTH 42°16'46" EAST, A DISTANCE OF 474.41 FEET; THENCE NORTH 89°06'10" WEST PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 829.07 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE INTERSTATE 25 SERVICE ROAD; THENCE NORTH 15°42'11" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 807.46 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 674.40 FEET, SAID CURVE HAS A RADIUS OF 5520.00 FEET AND A CENTRAL ANGLE OF 7°00'00" TO A POINT OF TANGENT; THENCE NORTH 22°42'11" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID TANGENT, A DISTANCE OF 69.91 FEET; THENCE SOUTH 83°36'48" EAST, A DISTANCE OF 687.67 FEET TO A POINT ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 15; THENCE SOUTH 00°11'03" EAST ALONG SAID EAST LINE, A DISTANCE OF 1775.91 FEET TO THE POINT OF BEGINNING;

THE ABOVE PARCEL CONTAINS 35.408 MORE OR LESS.

EXCEPT THAT PORTION DEEDED TO THE TOWN OF CASTLE ROCK IN DEED RECORDED JUNE 22, 2005 AT RECEPTION NO. 2005056107 AND AS PARTIALLY RELEASED JULY 7, 2005 AT RECEPTION NO. 2005061231 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PART OF THAT TRACT OF LAND DESCRIBED IN BOOK 2270 AT PAGE 828 OF THE DOUGLAS COUNTY RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 15. SAID LINE IS ASSUMED TO BEAR NORTH 00°36'15" WEST, A DISTANCE OF 2611.57 FEET, MONUMENTED BY A 2-1/2" ALUMINUM CAP ON A #6 REBAR STAMPED WC 45 THAT IS 45.00 FEET NORTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 15 FROM A CONCRETE PILLAR, THE TRUE SOUTHEAST CORNER OF SAID SECTION 15 AND A 2-1/2" ALUMINUM CAP STAMPED SURVEY MONUMENT 1/4, S15 S14, ARCHER & ASSOCS., LS 6935, 1988 AT THE EAST QUARTER CORNER OF SAID SECTION 15. THE DISTANCE FROM THE TRUE SOUTHEAST CORNER OF SAID SECTION 15 AND SAID EAST QUARTER CORNER IS 2656.57 FEET

COMMENCING AT SAID TRUE SOUTHEAST CORNER OF SECTION 15; THENCE NORTH 00°36'15" WEST, 967.87 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 15 TO THE SOUTHERLY LINE OF THE PROPOSED PERRY STREET EXTENSION AS DESCRIBED IN BOOK 2313 AT PAGE 732 TO THE TRUE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°01'01", A RADIUS OF 1330.00 FEET, AN ARC LENGTH OF 255.74 FEET, A CHORD BEARING OF SOUTH 68°03'48" WEST AND A CHORD DISTANCE OF 255.34 FEET; THENCE NORTH 06°49'51" EAST, 65.60 FEET TO A NON-TANGENT CURVE; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°13'36", A RADIUS OF 1270.00 FEET, AN ARC LENGTH OF 248.85 FEET, A CHORD BEARING OF NORTH 66°47'23" EAST AND A CHORD DISTANCE OF 248.45 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPOSED PERRY STREET EXTENSION AS DESCRIBED IN BOOK 2313 AT PAGE 732, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 00°36'15" EAST, 67.66 FEET ALONG SAID EAST LINE TO THE TRUE POINT OF BEGINNING;

THE ABOVE PARCEL CONTAINS 0.348 ACRES MORE OR LESS.

EXCEPT THAT PORTION DEEDED TO THE DEPARTMENT OF TRANSPORTATION STATE OF COLORADO IN DEED RECORDED MARCH 2, 2010 AT RECEPTION NO. 2010013112 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND NO. 332 REV 3 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NO. 1M 0252-351 (PHASE 3) IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN DOUGLAS COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF I-25 (OCTOBER 2009) WHENCE THE EAST QUARTER CORNER OF SAID SECTION 15 (A 2-1/2" ALUMINUM CAP STAMPED LS 6935) BEARS N. 37°15'48" E., A DISTANCE 1,223.67 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

1. THENCE S. 69°49'17" E., A DISTANCE OF 145.11 FEET;
2. THENCE S. 84°02'47" E., A DISTANCE OF 140.40 FEET;
3. THENCE N. 49°48'02" E., A DISTANCE OF 40.91 FEET;
4. THENCE N. 05°57'13" E., A DISTANCE OF 136.40 FEET;
5. THENCE N. 84°01'08" W., A DISTANCE OF 272.30 FEET;
6. THENCE S. 22°09'41" W., A DISTANCE OF 27.82 FEET;
7. THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 5,520.00 FEET, A CENTRAL ANGLE OF 01°07'05", A DISTANCE OF 107.73 FEET, (A CHORD BEARING S. 21°45'03" W., A DISTANCE OF 107.73 FEET), MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

THE ABOVE PARCEL CONTAINS 1.057 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON A LINE FROM THE SOUTHEAST CORNER OF SECTION 15 (A 1.1'x1.6'x7' CONCRETE COLUMN WITH A STEEL PIPE RUNNING THROUGH THE CENTER), TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN TO THE EAST QUARTER CORNER OF SECTION 15 (A 2-1/2" ALUMINUM CAP STAMPED SURVEY MONUMENT, ARCHER & ASSOCS., PLS 6935, 1988), TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN. THE LINE BEARS N. 00°35'39" W., A DISTANCE OF 2,656.55 FEET;

CONTAINING 34.003 "NET" ACRES, MORE OR LESS;

COUNTY OF DOUGLAS, STATE OF COLORADO.

(Exemplar – Not for Execution)

**EXHIBIT 2
PUBLIC IMPROVEMENTS CONVEYANCE AND INITIAL ACCEPTANCE**

TRANSFEROR:

TRANSFeree: Town of Castle Rock, a municipal corporation ("Town")
100 Wilcox Street
Castle Rock, Colorado 80104

Transferor has caused to be constructed certain public improvements and facilities described in the attached **Exhibit A** (the "Improvements"), as required by Town to serve the Burt at Castle Rock subdivision. Town will assume the obligation for maintenance and operation of the Improvements, located in rights-of-way, easements or other real property owned by Town, upon the conveyance of the Improvements to Town.

THEREFORE, Transferor grants, conveys and transfers to Town all its interest (real or personal) and title to the Improvements subject to the following:

1. Transferor warrants to Town that Transferor has a good title to the Improvements, free and clear of any lien, claim or right of any third party in or to the Improvements, and Transferor will defend Town's title to the Improvements against the claim of any third party.
2. Transferor warrants that the Improvements are located within the easement, right-of-way or other real property interest designated by the Town for siting of the Improvements. Town acknowledges receipt of as-built drawings of the Improvements dated _____.
3. Transferor warrants that, as constructed, all Improvements are in conformance with the current Town of Castle Rock standards and the approved construction plans, and are free from defects in design, material or workmanship. This warranty is for the period prescribed in Title 15 of the Town's Municipal Code commencing with the date of acceptance made below.
4. Transferor represents that the approximate amount of direct costs of construction of the Improvements (excluding engineering, financing, insurance, etc.), as determined in accordance with usual and customary construction accounting practices is as follows:

Water _____

Wastewater	_____
Storm water	_____
Streets	_____
Parks and recreation	_____
TOTAL	_____

- Transferor concurrently submits to Town the surety attached as **Exhibit B** in the amount of 15% of the above total to secure Transferor's warranty obligation on the Improvements.

TRANSFEROR:

By: _____

Its: _____

ACCORDINGLY, Town accepts for ownership and maintenance of the Improvements effective _____, 20__.

TOWN OF CASTLE ROCK

Engineering Division