

**COOPER HOOK/MAIN PLACE FILING NO. 1
SUBDIVISION IMPROVEMENTS AGREEMENT**

DATE: August 7, 2001

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

HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot"), 370 Corporate Drive North, Tukwila, Washington 98188 and **MAIN PLACE LAND COMPANY, LLC**, a Colorado limited liability company ("Main Place"), 3300 South Newport Street, Denver, Colorado 80224.

MORTGAGEES: **Delvin W. Renz and Evelyn M. Renz**
FirstBank of Colorado

RECITALS:

A. Michael K Cooper, Richard M. Cooper, Gary Cooper and Irving S. Hook (Cooper/Hook) and Main Place platted and subdivided their respective properties as Cooper Hook/Main Place Filing No. 1 (Subdivision). The metes and bounds description of the property comprising the Subdivision is attached as *Exhibit 1* (Property). After recordation of the final Subdivision plat, Cooper/Hook conveyed to Home Depot its ownership in the Subdivision, consisting of Lots 1-4 and Tracts B and C (HD Property). Main Place retained ownership of Lots 5-7 (MP Property).

B. Under the terms of a separate Development Agreement between Home Depot and Main Place, Home Depot and Main Place have allocated between the parties to that agreement the cost of constructing certain of the improvements for the Subdivision (Cost-sharing Agreement). Under the Cost-sharing Agreement, Home Depot is responsible for performance of the affirmative obligations placed on Subdivider under this Agreement to construct public improvements, even though some of those improvements substantially benefit the MP Property.

C. The subdivision regulations of the Code require the construction of the public improvements necessary to provide municipal utilities and services to the Subdivision in accordance with the Town public works regulations. This Agreement addresses certain terms and conditions on the construction of such improvements.

D. This Agreement is intended to protect the Town from any liability or cost which may result from the failure of the responsible parties to complete construction of such public improvements to Town standards. This Agreement is not made for the benefit of any other party and no representation is made by Town 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 the parties undertaking

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construction of such infrastructure.

E. Mortgagees are parties to this Agreement solely for the purpose of subordinating their respective 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 Cooper Hook/Main Place Filing No. 1 Subdivision Improvements Agreement.

HD Water Rights: the right and interest to all Denver basin ground water underlying the property described in the attached *Exhibit 2*, which includes the HD Property. As used in this Agreement, the term HD Water Rights includes unadjudicated Denver Basin ground water.

Cooper Hook DA: the Annexation and Development Contract between the Town of Castle Rock and Michael Cooper, Gary Cooper, Richard Cooper and Irving Hook (Cooper Annexation No. 1 and No. 2) dated January 7, 1988, recorded February 1, 1988 at Reception No. 8802370, beginning in Book 773 at Page 986 and rerecorded February 22, 1988 at Reception No. 8804016, beginning in Book 777 at Page 336 of the Records.

Director: the Town's Director of Public Works, or designee.

Final Site Plan: a final PD site plan(s) applicable to certain of the Lots within the Subdivision as approved by the Town.

Improvements: the water, wastewater, stormwater drainage, transportation and landscaping or other systems or infrastructure required to be constructed under applicable Town regulations and/or the applicable development agreement to serve the Subdivision (whether on-site or off-site), which upon their completion are to be dedicated to the Town for operation and maintenance by the Town.

Landscaping: the Landscaping required under a Final Site Plan.

Lot: a platted Lot within the Subdivision.

Main Place DA: the Main Place Annexation and Development Agreement dated March 8, 2001, recorded April 24, 2001 at Reception No. 01036019 of the Records.

Plans: the description of the Improvements on the Preliminary Plat and related documents as modified and supplemented by approved construction plans and drawings, together with the landscaping plan approved with a Final Site Plan.

Plat: the final Subdivision plat, recorded at Reception No. 01072259 of the Records.

Preliminary Plat: the Cooper Hook/Main Place Filing No. 1 preliminary subdivision plat approved by the Town Council on April 24, 2001.

Property: the real property described in the attached *Exhibit I*.

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

Subdivider: the party undertaking construction of the Improvements, i.e. the party to whom the public works permit is issued by the Town.

Subdivision: the Cooper Hook/Main Place Filing No. 1 subdivision.

Town Regulations: the Castle Rock Municipal Code, inclusive of the Town public works regulations, as the same may be amended from time to time.

Water Enterprise: the Town of Castle Rock Water Enterprise, established as a government-owned business under Ordinance No. 2000-25 and Article X, Section 20 of the Colorado Constitution.

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 strict accordance with the Plans, or to the extent not otherwise provided in the Plans, in accordance with applicable Town Regulations.

The Improvements must be completed not later than one year after the date of issuance of the public works permit for the Improvements, provided that the completion date may be extended by the Director for up to six months if justified due to adverse weather, material unavailability, or other unanticipated and unavoidable circumstances beyond the control of Subdivider, as reasonably determined by the Director.

In addition to the Improvements described in the Plans, certain site-specific Improvements may be required at the time individual Lots are developed, provided no such supplemental Improvements shall be required which are expressly precluded by the Main Place DA. As a condition to the issuance of building permits for such Lot, the Subdivider shall comply with the Improvement obligations under this Agreement applicable to such Lot-specific Improvements.

The requirements for completion of Landscaping are contained in section 6.

Section 3. Restrictions Pending Completion of Improvements. Because the Subdivision abuts existing public streets and water service is available for public safety purposes in proximity to the Subdivision, the Property will qualify for issuance of building permits prior to completion of the Improvements. However, no certificates of occupancy shall be issued unless the Improvements have been initially accepted by the Town for maintenance in accordance with the process outlined in section 4. Home Depot acknowledges that pending completion of certain water main looping required as part of the Improvements, fire flows available to Lot 1 may be adversely affected by a water main break in the existing distribution main servicing the Property.

Section 4. Acceptance of Improvements. Upon substantial completion of the 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 as-built plans and initial acceptance of the Improvements by Town, Subdivider shall promptly convey its interest in the Improvements by document in the form attached as *Exhibit 3*. With conveyance of the Improvements, the applicable warranty period commences.

The acceptance process for Landscaping is addressed in section 6.

Section 5. Improvements Security. In accordance with Town Regulations, Subdivider shall provide Town with a letter of credit, cash escrow deposit or performance bond approved by the Town Attorney in the amount of 115% of the estimated construction cost of the Improvements (Security). The Security for the Improvements to be constructed under the applicable public works permit shall be delivered to Town prior to and as a condition of the issuance of the first public works permit for the Improvements. All construction cost estimates shall be submitted by Subdivider's registered civil engineer and reviewed and approved by the Town's engineering division, which cost estimates shall be used to estimate the Security requirement.

The purpose of the Security is to provide Town with the financial resources to mitigate any public health and safety hazards and/or regrade and revegetate the Property and/or complete construction or installation of any of the Improvements, should Subdivider default in its obligation to complete the Improvements (Remedial Work). The Town retains the absolute discretion to determine what Remedial Work (if any) is undertaken by Town on the 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, such surplus shall be returned to the Subdivider that provided the Security.

With Town's initial acceptance of the Improvements, the Security shall be reduced to 15% of the actual construction cost of the Improvements in accordance with Town Regulations. The warranty portion of the Security shall be released as authorized in the Town Regulations. The release of the Security applicable to Landscaping is subject to the further restrictions and requirements of section 6.

Section 6. Landscaping. Subdivider shall make best efforts to complete all Landscaping in conjunction with completion of the Improvements. Inspection of Landscaping by the Town shall be made in the same manner as prescribed for Improvements under section 4.

With Town's acceptance of the Landscaping concurrently with the Improvements, the Security pertaining to the Landscaping shall be reduced to 15% of the actual cost of the Landscaping. In such event, the warranty Security pertaining to the Landscaping shall be released in accordance with Town Regulations.

In the event that at the time the Town accepts the Improvements the Landscaping is not sufficiently completed to allow the Town's acceptance, the following provisions shall apply:

- (a) Subdivider shall make a cash deposit to the Town in the amount of 115% of the estimated completion cost of the Landscaping to be held by Town as security for completion of the Landscaping (the "Landscape Deposit");
- (b) the amount of the Landscape Deposit shall be determined by the Town after review of the cost estimate of completion furnished by the Subdivider's landscape architect or contractor;
- (c) the Landscape Deposit must be made prior to and as a condition of the issuance of the certificate of occupancy;
- (d) upon receipt of the Landscape Deposit, the Town will release that portion of the Security applicable to the Landscaping in accordance with section 5.
- (e) the Landscape Deposit shall not accrue interest;
- (f) Subdivider shall have 180 days from the date the Landscape Deposit is deposited with the complete the Landscaping;
- (g) within 10 days of completion of the Landscaping and acceptance by the Town, Town shall return the Landscape Deposit to the Subdivider which furnished the Landscape Deposit, less a 15% warranty hold-back and the applicable warranty on the Landscaping shall commence;

- (h) if at the end of such 180 day period the Landscaping has not been completed and accepted by Town, Town may use the Landscape Deposit to the extent necessary to complete the Landscaping, provided Town will not be obligated to spend any Town funds to complete the Landscaping in the event the Landscape Deposit is insufficient to fund completion;
- (i) Town shall promptly return to Subdivider furnishing the Landscape Deposit any portion of the Landscape Deposit which remains after the Town has completed the Landscaping, less a 15% hold-back for the warranty period; and
- (j) the Landscape Deposit held for the warranty shall promptly be released to such Subdivider upon expiration of the Landscaping warranty and Town's final acceptance of the Landscaping.

Section 7. Water Rights. The water rights dedication requirements for the MP Property are addressed in the Main Place DA which shall be applicable to all development on the MP Property. Provided however, because the water demand for the MP Property can not be determined until Final Site Plans for the individual Lots within the MP Property are processed, the Main Place Water Bank shall be debited at the time a Final Site Plan is recorded for each of the MP Property Lots, rather than upon Plat recordation. In addition, Town is not requiring payment of the \$5,000 adjudication fee with recordation of this Agreement as is provided under 4.03 of the Main Place DA. In the event that under the terms of 4.03, Main Place is still obligated to pay the adjudication fee on the date the first Final Site Plan on the MP Property is recorded, the adjudication fee shall be paid to Town prior to recordation of such first Final Site Plan.

The balance of this section 7 applies only to the water dedication requirements for the HD Property. The following provisions supercede Article VII of the Cooper/Hook DA and shall be applicable to the HD Property only.

- (a) Conveyance and Adjudication. Cooper/Hook have conveyed to Town the HD Water Rights by special warranty deed (Water Deed). The HD Water Rights shall be applied by Town to meet the water dedication requirements for the HD Property on the terms and conditions specified in this Agreement.

The development entitlements granted the HD Property under this section 7 are predicated on the assumption that the Water Deed conveyed to Town marketable title to HD Water Rights free and clear of all liens and encumbrances. Should it subsequently be determined that marketable title to any portion of the HD Water Rights did not vest in Town with the conveyance under the Water Deed, the HD Water Credit (as defined below) shall be reduced accordingly.

Home Depot shall have the responsibility to obtain a final water court decree for the HD Water Rights (Decree) at Home Depot's expense, as a condition to obtaining the HD Water Credit (as defined below). Home Depot has made application for the Decree in

Case No.2001 CW072. Town shall cooperate with Home Depot in obtaining the Decree and Town shall execute such consents as are required by the Court to finalize the Decree. Home Depot, at its sole discretion and expense, may adjudicate an augmentation plan for the not-nontributary Dawson and Denver aquifers (Augmentation Plan) if the HD Water Credit attributable to the Arapahoe and Laramie Fox Hills aquifers is insufficient to offset the water dedication requirements for the HD Property as developed. Home Depot shall be solely responsible for obtaining any post-pumping replacement water required in the Augmentation Plan.

- (b) Water Credit. No development credit is given initially for the conveyance to Town of the HD Water Rights because the HD Water Rights have not been adjudicated. When the Decree to the HD Water Rights is obtained by Home Depot and/or cash-in-lieu of water rights dedication is paid by home Depot as provided below, a credit shall be established against the Town's water dedication requirements for the benefit of the HD Property in accordance with the Town Regulations in effect as of the date of this Agreement (HD Water Credit). The HD Water Credit shall not be affected by changes in the conversion rate of water rights into SFE that the Town may implement through modifications to the Town Regulations after the date the HD Water Credit is established. The Water Credit is expressed as a single-family equivalent (SFE). An SFE is the measure of average annual wholesale water production that must be developed to meet the imputed demand from a single-family residence under the Town Regulations. Consequently, 1 SFE of HD Water Credit represents that the holder has satisfied the Town's water dedication requirement for one single-family residence or the equivalent demand attributable to commercial or irrigation uses under the Town Regulations.

Until such time as the adjudication of the HD Water Rights is completed and the Decree finalized, Home Depot shall pay to the Water Enterprise cash-in-lieu of water rights dedication, in accordance with Town Regulations then in effect. Such payments shall be due at the time the HD Water Bank debit is made as further provided in 7(c). Provided the Decree is finalized prior to July 1, 2003, the Water Enterprise shall reimburse the payor for all cash-in-lieu payments for which there are sufficient SFE in the HD Water Credit to be substituted for such payments. Such reimbursement shall occur not later than 30 days after the Decree is finalized. If adjudication of the HD Water Rights is not completed by June 30, 2003, Town shall thereafter have no obligation to make reimbursement for the cash in lieu payments, Town shall retain all legal and beneficial ownership of the HD Water Rights, and Home Depot shall be obligated to continue to make cash-in-lieu payments or otherwise satisfy the Town requirements for water dedication. In such event Town may independently adjudicate the HD Water Rights, and Home Depot shall have no right or interest in the water rights so decreed.

- (c) Application and Accounting for Water Credit. The HD Water Credit shall be reduced (i.e. debited):
1. at the time of Final Site Plan approval if tap sizes are known at that time, or at

building/irrigation permit issuance for those uses not accounted for at recordation of the Final Site Plan; and

2. at the time the Town reimburses Home Depot for the cash-in-lieu payments, as provided above.

Cash-in-lieu payments as authorized under 7(b) shall be due with, and as a condition of, the approvals referenced in 1., above.

When all actual potable and irrigation taps are made for development within a particular Lot, the Water Bank shall be adjusted to reflect the total SFE assignments in accordance with Town Regulations.

To properly account for the HD Water Credit, Town shall administratively maintain an account designated the Home Depot Water Bank (Water Bank). The Water Bank shall periodically be debited or credited in accordance with this section 7. The Water Bank shall be formatted as follows:

HOME DEPOT WATER BANK					
Entry	Date Recorded	Recording Info	SFE Demand	SFE Supply	Net
Deeds to Water Rights				X	X
Cash-in-lieu Payment				Y	X+Y
Final Site Plan recordation			Z		X+Y-Z

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

- (d) Ownership and Transfer of Water Credit. The HD Water Credit shall be applied in accordance with this Agreement first to meet the water demand on Lot 1. After the Water Credit has been applied to Lot 1, the balance shall be applied on a "first-come, first-served" basis to approved development within the HD Property on a per unit basis, unless Home Depot directs the Town in writing to allocate a certain portion of the HD Water Credit for use on a specific portion of the HD Property (the "Allocated Water Credit"). In the event of such allocation, the Allocated Water Credit may be used

exclusively for the designated portion of the Property. The Allocated Water Credit may be transferred only after it is determined that the Allocated Water Credit exceeds the demand for the designated portion of the HD Property, in which event Home Depot may reallocate the surplus for use on portions of the Property. Home Depot may grant a security interest in the HD Water Credit to a creditor, provided that such creditor's use of the HD Water Credit upon foreclosure of the security interest shall be subject to all rights, conditions and restrictions contained in this section 7.

The HD Water Credit may not be assigned or transferred for use on properties other than the HD Property until the total water demand for the HD Property at full development has been determined, the HD Water Credit has been applied to meet such demand, and a surplus in the Water Bank remains. Thereafter, the surplus HD Water Credit may be transferred by Home Depot to satisfy the Town's water dedication requirements on other properties, subject to the following terms and restrictions:

1. the property to which the HD Water Credit is assigned must be located within the corporate limits of the Town;
2. the yield of the HD Water Credit to satisfy the water dedication requirements of such property shall be determined by Town Regulations in effect at the time of transfer; and
3. the transfer shall be evidenced by a duly acknowledged instrument executed by the transferor (and all mortgagees and lienholders, if any) specifying the number of SFE transferred, and the property to which the HD Water Credit is to be transferred. Such assignment shall be binding upon Town only upon receipt by Town of a recorded copy of an instrument substantially in conformance with these requirements. In the absence of compliance, Town may disregard a purported assignment. Upon written request, Town will confirm in writing whether a proposed transfer will be in substantial compliance and binding upon Town, in accordance with this section.

If the Water Bank is exhausted prior to full development of the HD Property, Home Depot shall be required to provide additional water resources or pay to Town cash-in-lieu of water rights in accordance with the Town Regulations then in effect. Absent provision of such additional water resources, Town shall not be obligated to approve further development approvals for the HD Property.

Section 8. Public Land Conveyance. As a condition to recordation of this Agreement, Tract A of the Subdivision shall be conveyed by special warranty deed, free and clear of any liens, encumbrances or assessments. This dedication satisfies the public land dedication requirement for the HD Property. Taxes applicable to Tract A for prior years shall be paid in full and current year taxes shall be prorated and paid to Town with recordation of the deed. With tender of the special warranty deed, Home Depot shall deliver to Town a title insurance commitment proposing to insure the Town's

marketable title in such tract in the total amount of \$70,000 and pay the premium for the title insurance policy after conveyance. As provided in section 3.04 of the Main Place DA, no public land dedication is required for the MP Property.

Section 9. Lift Station. Town has approved a wastewater lift station on Lot 1 to serve Lot 1 (Lift Station), since the Town's gravity system has not been extended in reasonable proximity to Lot 1. The Lift Station is part of the separate and private sanitary services for Lot 1 and shall be owned and maintained by the owner of Lot 1. The owner of Lot 1 shall be required to abandon and decommission the Lift Station and construct a new gravity service line to connect with the Town's sanitary sewer system within 120 days of the date Town notifies the owner of Lot 1 that a gravity sanitary service line is operational within 600 feet of any portion of Lot 1. The owner of Lot 1 shall be responsible for all costs of decommissioning the Lift Station and connecting to the Town's gravity system.

Section 10. Reimbursement for Waterline Extension. As part of the Improvements, Town has required the extension of the 12-inch blue zone water main across Tract D of the Metzler Ranch Filing 3 subdivision (Tract D). Town owns Tract D and Town will grant necessary access and use rights on Tract D for construction of the water main with issuance of the applicable public works permit. The Water Enterprise will reimburse Subdivider for the cost of design and construction of such water main across Tract D within 60 days of the date of initial acceptance of the line by the Water Enterprise.

Section 11. Annexation of Out-Parcels. Reasonably promptly after the execution of this Agreement by the parties, the owners of the parcels adjacent to the Subdivision described in the attached *Exhibit 4* (Annexation Parcels), shall petition Town to annex the Annexation Parcels. It is anticipated that Home Depot will forthwith convey ownership of the Annexation Parcels to a third party which will then so petition the Town. Town shall make diligent efforts to process the annexation request. Upon completion of annexation, zoning and subdivision of the Annexation Parcels, the owners(s) of the Annexation Parcels shall dedicate to Town, at no cost to Town, approximately an additional 15 feet of right of way adjacent to Brewer Court in order that Brewer Court is a continuous 60-foot right of way from Alexander Place to the north boundary of Tract B. Annexation of the Annexation Parcels and dedication of the additional Brewer Court right of way shall be a condition to the right of the owners of Lots 2-4, inclusive to obtain building permits on Lots 2-4. The annexation and dedication is not a condition to building permit qualification on Lot 1.

Section 12. Transportation. As provided in 5.07 of the Main Place DA, the MP Property is not required to contribute towards the construction and landscaping of the Founder/Meadows Interchange (Interchange). Based upon the Silver Heights Interchange Utilization Study, Home Depot has paid Town the sum of \$14,700 concurrently with recordation of this Agreement, representing the proportionate impact of anticipated development on the HD Property on the Interchange. With such payment, Home Depot shall have no further obligation to finance or contribute towards the construction or landscaping of the Interchange.

As part of the Improvements, Subdivider shall install electric signalization of the Allen Street/Allen Way intersection. Neither Main Place nor Town is required to share in such signalization

cost.

In the event the right-in, right-out driveway access to Allen Way from Lot 5 is modified in accordance with the provisions of section 5.08 of the Main Place DA, Town will incur costs in making any necessary street and driveway modifications. To defray the cost of such modifications, Main Place has concurrently paid to Town the sum of \$10,000. Neither the MP Property nor the HD Property shall have any other financial obligation to the Town to modify such access. In the event the modification does not take place after full development of the MP and HD Properties, thereafter the Town shall utilize the \$10,000 towards needed transportation in the vicinity of the Subdivision, as determined by the Town.

Section 5.08 of the Main Place DA places restrictions on development of the MP Property until the Founders Connection (as defined in 5.08) is under construction. Similarly, building permits for Lots 2, 3 and 4 of the HD Property will not be issued by Town until the Founders Connection via Front Street is under construction pursuant to a public works permit. Cooper-Hook and Home Depot shall have the same right (but not obligation) as Main Place is granted under 5.08 to complete the Founders Connection if not completed by the developers of the Metzler Ranch Filing No. 3

Section 13. Stormwater Drainage. As part of the Improvements, certain stormwater drainage facilities (Drainage Facilities) will be constructed by Home Depot offsite of the Subdivision, on a site generally described as Lots 11, 12 and 13 of the Silver Heights Subdivision, which is owned by the Colorado Department of Transportation (CDOT Property). CDOT has informally given its conceptual approval to the use of this property for the Drainage Facilities. Home Depot and Town shall work cooperatively to obtain formal approval by CDOT to the final design of the Drainage Facilities.

Home Depot will make diligent and good faith efforts to obtain from CDOT a written commitment running to the Town, that CDOT will permanently maintain the Drainage Facilities when constructed in accordance with the approved design and construction plan (CDOT Commitment). All incidental costs imposed by CDOT, as a condition to the CDOT Commitment shall be borne by Home Depot. Only in the event CDOT does not agree to maintain the Drainage Facilities, Home Depot shall assume such maintenance responsibility. Town shall be obligated to maintain the Drainage Facilities only in the event CDOT refuses to permit maintenance by Home Depot.

The final approval by CDOT of the design and the completion of construction and initial acceptance by Town of the Drainage Facilities shall be a condition to the Town's obligation to issue any certificates of occupancy within the Subdivision, provided Town shall permit a temporary certificate of occupancy on Lot 1 to allow the stocking of merchandise and other pre-opening activities on Lot 1 (assuming the other applicable requirements under the Town Regulations for such temporary permit are met) prior to the completion of the Drainage Facilities. Although the MP Property is subject to the condition that the Drainage Facilities are completed prior to issuance of certificates of occupancy, this section 13 does not place any affirmative obligations on Main Place.

Section 14. Application of Development Agreements. The Cooper Hook DA and Main Place DA (Development Agreements) contain certain other conditions and requirements which apply to the development of the Property. Except as modified by this Agreement, the provisions in the

Development Agreement shall remain in force and effect. However in the event of a conflict between the Development Agreements and this Agreement, this Agreement shall govern and control. Section 20.7 of the Cooper Hook DA is superseded by this Agreement and shall be of no further force or effect.

Section 15. Cost-sharing Agreement. Home Depot and Main Place have stipulated with the Town that Town shall withhold the issuance of building permits on the MP Property until Home Depot has given notice to Town that Main Place has made the reimbursement required under Article 5 of the Cost-sharing Agreement (Compliance Notice). In absence of receipt of the Compliance Notice, Town shall not issue building permits on the MP Property, unless the Town is directed to do so by an affirmative order of the Douglas County District Court. In any litigation commenced to ascertain the entitlement of Main Place to issuance of the Compliance Notice, Home Depot and Main Place shall jointly and severally indemnify and hold the Town harmless against any costs or attorney's fees incurred by Town in such litigation.

Section 16. Assignment and Binding Effect. This Agreement shall be binding upon and enforceable upon the assigns and successors of the parties. Any party conveying an interest in the Subdivision shall be relieved of any prospective obligation under this Agreement insofar as it relates to development of the Property so conveyed, which obligation shall be enforceable by the Town against the grantee/owner. The conveyance of an interest in the Subdivision shall not relieve the grantor of liability under this Agreement for a default of an obligation under this Agreement which it assumed by commencing Subdivision development.

Section 17. Default. The following occurrences constitute a default of this Agreement by Subdivider:

- (a) failure of the Subdivider undertaking the construction of the applicable Improvements to complete construction of the Improvements within the time periods prescribed in section 2 above;
- (b) failure of the Subdivider undertaking construction of the applicable Improvements to cure the defective construction of any Improvement within the applicable cure period;
- (c) failure of the Subdivider undertaking construction of the applicable Improvements to perform work on the Improvements required by this Agreement within the Subdivision for a period of more than 120 consecutive days except when such delay is due to adverse weather, material unavailability, or other circumstances beyond the control of Subdivider;
- (d) the insolvency, the appointment of a receiver or the filing of a voluntary or involuntary petition in bankruptcy respecting the Subdivider undertaking construction of the applicable Improvements; or
- (e) the breach by Subdivider of any other provision of this Agreement.

As a condition to Town's right to exercise its remedies for default, Town shall give written notice to the Subdivider undertaking construction of the applicable Improvements or whose conduct is responsible for the such default (the Defaulting Subdivider) of the occurrence of an event of default (Default Notice). Copies of the Default Notice shall also be sent by Town to the other party to this Agreement (Non-Defaulting Subdivider). The Defaulting Subdivider shall have 30 calendar days from the receipt of the Default Notice to cure the default; provided however, with respect to those failures which cannot with due diligence be cured within said 30-day period, the Defaulting Subdivider shall not be deemed to be in default hereunder if the Defaulting Subdivider commences to cure such default within such 30-day period and thereafter continues the curing of such default with all due diligence.

In the event the Defaulting Subdivider fails to timely commence and complete cure of the conditions contained in the Default Notice, the Non-Defaulting Subdivider shall have the right, but not the obligation, to cure the default of the Defaulting Subdivider by providing notice to Town of its intention to cure and then effecting the cure in accordance with the above requirements. The Non-Defaulting Subdivider may request that it be allowed to exclude from curing conditions in the Default Notice which pertain exclusively to the Property of the Defaulting Subdivider. Town shall allow such limited cure, in the event that it concurs in the divisibility of the obligation and such limited cure is not precluded by the terms of the Security. Subject to any restrictions or conditions imposed by the obligor under the Security, Town shall make available a *pro rata* portion of the Security to the Non-Defaulting Subdivider exclusively for the purpose of completing such cure.

If timely cure of the noticed default(s) is not accomplished, Town shall thereafter be entitled to pursue its remedies as provided in Section 17.

Section 18. Town's Rights Upon Default. When any event of default by the Defaulting Subdivider occurs and has not been timely cured, the Town may:

- (a) if the construction of the Improvements has not been timely completed, call the Security in accordance with its terms, and apply the Security for the Remedial Work. The Defaulting 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 Property for the purpose of undertaking the Remedial Work after an uncured default;
- (b) if Improvements have not been timely completed, withhold issuance of certificates of occupancy and tap connections within the Property until the Improvements are completed;
- (c) record a notice of non-compliance with this Agreement in the Records to provide record notice of the default of the Defaulting Subdivider, which notice shall promptly be released by Town upon cure of the default; and
- (d) bring suit against Defaulting Subdivider for money damages and/or equitable relief for breach of the Agreement.

In the event the Non-Defaulting Subdivider undertakes and completes cure as authorized in

Section 17, the Town shall suspend the imposition of (b) and (c), above as to the property of the Non-Defaulting Subdivider.

Section 19. Town Default. In the event of a default of this Agreement by Town, Town shall have 30 days after receipt of notice of default to cure such default. In the event Town does not effect timely cure of such default, the obligee(s) of the Town obligation shall have the right to take whatever action at law or equity appears necessary or desirable to enforce performance or observation of the obligation of Town for which it is in default.

Section 20. Indemnification. Subdivider indemnifies and holds the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the construction or repair of the Improvements by Subdivider.

Section 21. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Subdivider, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Subdivider or the acceptance of any Improvement.

Section 22. Attorney's Fees. Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court awards relief to both parties, each will bear its own costs in their entirety.

Section 23. Modification and Severability. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all remaining provisions of this Agreement shall continue in full force and effect.

Section 24. Notice. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or by facsimile, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Home Depot: Home Depot U.S.A, Inc.
370 Corporate Drive North
Tukwila, WA 98188

If to Main Place: Main Place Land Company, LLC
3300 South Newport Street
Denver, CO 80224


if to Town: Town of Castle Rock
Attn: Town Attorney
100 Wilcox Street
Castle Rock, CO 80104

Section 25. Recordation. This Agreement shall be recorded with the Clerk and Recorder's Office of Douglas County, Colorado and shall be binding upon the assigns, successors, and grantees of Subdivider in the same manner as if such third parties were signatories to this Agreement.

Section 26. Governing Law. The Agreement shall be governed by the laws of the State of Colorado.

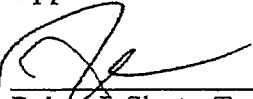
Section 27. Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity under any applicable state law.

**TOWN OF CASTLE ROCK /
TOWN OF CASTLE ROCK WATER ENTERPRISE**



Mark Stevens, Town Manager

Approved as to form:

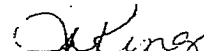


Robert J. Slentz, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7TH day of August, 2001, by Mark Stevens, Town Manager of the Town of Castle Rock, Colorado on behalf of the Town and the Town of Castle Rock Water Enterprise.

Witness my official hand and seal.
My Commission expires: 9-21-03



Notary Public

J. L. KING
NOTARY PUBLIC
STATE OF COLORADO

SUBDIVIDER:

HOME DEPOT U.S.A., INC. a Delaware corporation.

By: *[Signature]*

Daniel R. Hatch

Its: Senior Corporate Counsel

COUNTY OF Orange)
STATE OF California) ss.

The foregoing instrument was acknowledged before me this 6 day of August, 2001, by Daniel R. Hatch as Senior Corporate Counsel for Home Depot U.S.A., Inc., a Delaware corporation.

Witness my official hand and seal.

My commission expires: 1-12-05.

(SEAL)

[Signature]
Notary Public



MORTGAGEE JOINDER

By execution of this Agreement, Mortgagee subordinates its lien and interest in the Property created by Deed of Trust recorded June 26, 2000, beginning in Book 1861 at Page 1054, and Deed of Trust recorded July 2, 2001, beginning in Book 2074 at Page 2045, to the real covenants and restrictions of this Agreement. Mortgagee shall have no affirmative obligation hereunder, nor shall Town have the right to seek performance of this Agreement from Mortgagee except in the event Mortgagee acquires legal title to the Property, in which event Mortgagee shall be bound by the terms, conditions and restrictions of this Agreement.

MORTGAGEE:

FIRSTBANK OF COLORADO

By: [Signature] E. F. Douglass, Jr.

Its: Executive Vice President

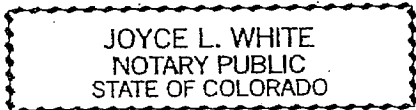
STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 7th day of August, 2001 by E. F. Douglass, Jr. as Executive Vice President for FirstBank of Colorado.

Witness my official hand and seal.
My commission expires: 9/6/04

(SEAL)

[Signature]
Notary Public



My Commission Expires 09/06/2004

Exhibit 1

THAT PART OF THE S 1/2 OF THE N 1/2 OF SECTION 26, T.7S., R.67W., OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID S 1/2 OF THE N 1/2 OF SAID SECTION 26, SAID CORNER BEING MONUMENTED BY A REBAR AND ALUMINUM CAP LS 27011; THENCE S89°32'48"E, ALONG THE NORTH LINE OF SAID S 1/2 OF THE N 1/2 OF SAID SECTION 26, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF BLOCK 5, SILVER HEIGHTS SUBDIVISION, A DISTANCE OF 1281.59 FEET TO THE NORTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 26, SAID CORNER BEING THE SOUTHEAST CORNER OF SAID BLOCK 5, SILVER HEIGHTS SUBDIVISION AND MONUMENTED BY A REBAR AND ALUMINUM CAP LS 27011; THENCE S88°53'44"E, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 403.30 FEET; THENCE S00°34'13"W A DISTANCE OF 721.40 FEET TO A FOUND PIN AND CAP LS 13155; THENCE S89°48'56"E A DISTANCE OF 2721.92 FEET TO A FOUND PINE AND CAP LS 13155; THENCE S32°51'46"E A DISTANCE OF 345.38 FEET; THENCE S89°59'49"W A DISTANCE OF 1015.27 FEET; THENCE N00°09'05"E A DISTANCE OF 120.02 FEET, TO A FOUND PIN AND CAP LS 6935; THENCE N89°58'01"W A DISTANCE OF 1362.75 FEET TO A FOUND PIN AND CAP LS 434; THENCE S00°09'05"W A DISTANCE OF 120.02 FEET TO A FOUND PIN AND CAP LS 434; THENCE N89°57'26"W A DISTANCE OF 105.82 FEET; THENCE S00°21'28"W A DISTANCE OF 343.21 FEET TO A FOUND PIN AND CAP LS 9329 ON THE SOUTH LINE OF THE N 1/2 OF SAID SECTION 26; THENCE N89°38'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1255.89 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ALLEN WAY AS DESCRIBED IN DEED BOOK 893 AT PAGE 1066; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N22°36'26"E A DISTANCE OF 14.46 FEET (AS MEASURED, 11.51 FEET DEED) TO A POINT OF CURVATURE; (2) ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CHORD BEARS N11°35'47"E A DISTANCE OF 158.53 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 22°01'18", A RADIUS OF 415.00 FEET AND AN ARC LENGTH OF 159.51 FEET, TO A POINT OF TANGENT; AND (3) N00°35'06"E, ALONG SAID TANGENT, A DISTANCE OF 167.69 FEET TO A POINT ON THE CENTERLINE OF ALLEN STREET AS SHOWN ON THE PLAT OF CONOCO AT FOUNDERS FILING NO. 1 AS RECORDED, AUGUST 30, 1999 AS RECEPTION NO. 99075001, DOUGLAS COUNTY, COLORADO RECORDS; THENCE N89°43'06"W, ALONG SAID CENTERLINE A DISTANCE OF 2.36 FEET; THENCE N00°11'21"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ALLEN STREET, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ALLEN STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ALLEN STREET THE FOLLOWING FIVE (5) COURSES: (1) N89°43'06"W A DISTANCE OF 685.12 FEET TO A POINT OF CURVE; (2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS N66°55'54"W A DISTANCE OF 30.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 45°34'23", A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 31.82 FEET TO A POINT OF REVERSE CURVE; (3) THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CHORD BEARS N85°59'02"W A DISTANCE OF 80.04 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 83°40'37", A RADIUS OF 60.00 FEET AND AN ARC LENGTH OF 67.63 FEET, TO A POINT OF REVERSE CURVE; (4) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS S80°10'02"W A DISTANCE OF 37.54 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 55°58'45", A RADIUS OF 40.00 FEET, AND AN ARC LENGTH OF 39.08 FEET, TO A POINT OF COMPOUND CURVE; AND (5) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS N63°21'28"W A DISTANCE OF 64.93 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°56'16", A RADIUS OF 220.00 FEET AND AN ARC LENGTH OF 65.16 FEET, TO A NON-TANGENT INTERSECTION WITH THE WEST LINE OF SAID S 1/2 OF THE N 1/2 OF SAID SECTION 26; THENCE N00°23'25"E, ALONG SAID WEST LINE, A DISTANCE OF 962.64 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,781,451 SQUARE FEET (63.8533 ACRES).

Exhibit 2

A PARCEL OF LAND SITUATE IN THE S 1/2 OF THE N 1/2 OF SECTION 26, T.7S., R.67W., OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SAID S 1/2 OF THE N 1/2 OF SAID SECTION 26, SAID NW CORNER BEING MONUMENTED BY A PIN WITH 2" ALUMINUM CAP LS 27011; THENCE S89°32'48"E, ALONG THE NORTH LINE OF SAID S 1/2 OF SAID N 1/2 OF SAID SECTION 26, SAID NORTH LINE BEING COMMON TO THE SOUTH LINE OF BLOCK 5, SILVER HEIGHTS SUBDIVISION AS RECORDED AS RECEPTION NO. 102897, DOUGLAS COUNTY, COLORADO RECORDS, A DISTANCE OF 1281.59 FEET TO THE NE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 26, SAID NE CORNER BEING MONUMENTED BY A PIN AND 2" ALUMINUM CAP LS 27011; THENCE S88°53'44"E A DISTANCE OF 418.46 FEET TO A FOUND PIN AND CAP LS 10717; THENCE S00°24'07"W A DISTANCE OF 714.41 FEET TO A FOUND 1/2" REBAR; THENCE S89°59'59"E A DISTANCE OF 2721.42 FEET TO A POINT ON THE SOUTHWESTERLY PLAT LINE OF DIAMOND RIDGE ESTATES FILING ONE AS RECORDED DECEMBER 28, 1995 AS RECEPTION NO. 9561707, DOUGLAS COUNTY, COLORADO RECORDS; THENCE S33°21'04"E, ALONG SAID SOUTHWESTERLY PLAT LINE A DISTANCE OF 365.78 FEET; THENCE S89°59'49"W, A DISTANCE OF 1045.79 FEET; THENCE N00°09'05"E A DISTANCE OF 120.02 FEET TO A FOUND PIN AND CAP LS 6935; THENCE N89°58'01"W A DISTANCE OF 1362.75 FEET TO A FOUND PIN AND CAP LS 434; THENCE S00°09'05"W A DISTANCE OF 120.02 FEET TO A FOUND PIN AND CAP LS 434; THENCE N89°57'26"W A DISTANCE OF 1327.05 FEET TO A FOUND PIN AND CAP LS 27609 ON THE EAST RIGHT-OF-WAY LINE OF ALLEN STREET AS SHOWN ON THE PLAT OF CONOCO AT FOUNDERS FILING NO. 1; THENCE N00°11'21"E, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) N89°43'06"W A DISTANCE OF 685.12 FEET TO A POINT OF CURVE; (2) ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS N66°55'55"W A DISTANCE OF 30.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 45°34'23", A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 31.82 FEET, TO A POINT OF REVERSE CURVE; (3) ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CHORD BEARS N85°59'02"W A DISTANCE OF 80.04 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 83°40'37", A RADIUS OF 60.00 FEET AND AN ARC LENGTH OF 87.63 FEET TO A POINT OF REVERSE CURVE; (4) ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS S80°10'02"W A DISTANCE OF 37.54 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 55°58'45", A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 39.08 FEET TO A POINT OF COMPOUND CURVE; AND (5) ALONG THE ARC OF A CURVE TO THE

Exhibit 2, continued

RIGHT WHOSE CHORD BEARS N63°21'28"W A DISTANCE OF 64.93 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°58'16", A RADIUS OF 220.00 FEET AND AN ARC LENGTH OF 65.16 FEET TO A POINT ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 26; THENCE N00°23'25"E, ALONG SAID WEST LINE A DISTANCE OF 962.64 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,415,333 SQUARE FEET (55.4484 ACRES).

THE BEARINGS USED IN THE ABOVE LEGAL DESCRIPTION ARE BASED UPON THE ASSUMPTION THAT THE WEST LINE OF THE S1/2 OF THE N1/2 OF SECTION 26, T.7., R.67W., OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO BEARS N00°23'25"E AS REFERENCED ON THE RECORDED PLAT OF COOPER-HOOK/MAIN PLACE FILING NO: 1 AND AS BOUNDED ON THE NORTH BY A FOUND 2" ALUMINUM CAP LS 27011 AND ON THE SOUTH BY A FOUND 3/4" ALUMINUM CAP LS 14166.

DATE PREPARED: JULY 25, 2001

DATE OF LAST REVISION:

PREPARED BY: BRETT L. MILLER, PLS NO. 27609
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, COLORADO 80012
PHONE: (303)337-1393

(EXEMPLAR – NOT FOR EXECUTION)

EXHIBIT 3
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 Cooper Hook/Main Place Filing No. 1. 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 by the Town's Public Works Regulations.
4. Transferor represents that the approximate amount of direct costs of construction of the Improvements (excluding engineering, financing, insurance, etc.), as determined in

(EXEMPLAR – NOT FOR EXECUTION)

accordance with usual and customary construction accounting practices is as follows:

Water	_____
Wastewater	_____
Stormwater	_____
Streets	_____
Parks and Recreation	_____
TOTAL	_____

5. 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

Department of Public Works

Exhibit 4

PARCEL A:

THAT PART OF THE S 1/2 OF THE N 1/2 OF SECTION 26, T.7S., R.67W., OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT "A", COOPER-HOOK/MAIN PLACE FILING NO. 1, SAID CORNER LYING N79°23'28"E 3383.47 FEET DISTANT FROM THE SOUTHWEST CORNER OF SAID S 1/2 OF THE N 1/2 OF SAID SECTION 26; THENCE N00°01'59"E, ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 11.95 FEET; THENCE S89°59'59"E A DISTANCE OF 1100.00 FEET TO A POINT ON THE WEST LINE OF BLOCK 1, DIAMOND RIDGE ESTATES FILING NO. 1; THENCE S33°21'04"E, ALONG SAID WEST LINE, A DISTANCE OF 365.78 FEET; THENCE S89°59'49"W A DISTANCE OF 30.52 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A"; THENCE N32°51'46"W, ALONG THE EASTERLY LINE OF SAID TRACT "A", A DISTANCE OF 345.38 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE N89°48'56"W, ALONG THE NORTH OF SAID TRACT "A", A DISTANCE OF 1083.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 23,517 SQUARE FEET (0.5399 ACRES).

THE BEARINGS USED IN THE ABOVE LEGAL DESCRIPTION ARE BASED UPON THE ASSUMPTION THAT THE WEST LINE OF THE S1/2 OF THE N1/2 OF SECTION 26, T.7., R.67W., OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO BEARS N00°23'25"E AS REFERENCED ON THE RECORDED PLAT OF COOPER-HOOK/MAIN PLACE FILING NO. 1 AND AS BOUNDED ON THE NORTH BY A FOUND 2" ALUMINUM CAP LS 27011 AND ON THE SOUTH BY A FOUND 3/4" ALUMINUM CAP LS 14166.

DATE PREPARED: JULY 25, 2001

DATE OF LAST REVISION:

PREPARED BY: BRETT L. MILLER, PLS NO. 27609
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, COLORADO 80012
PHONE: (303)337-1393

Exhibit 4, continued

PARCEL B:

THAT PART OF THE S 1/2 OF THE N 1/2 OF SECTION 26, T.7S., R.67W., OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BREWER COURT AS DEDICATED BY THE PLAT OF COOPER-HOOK/MAIN PLACE FILING NO. 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 4, SAID COOPER-HOOK/MAIN PLACE FILING NO. 1; THENCE N89°48'56"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 17.27 FEET; THENCE N00°34'13"E, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.41 FEET; THENCE S88°53'44"E A DISTANCE OF 15.15 FEET; THENCE S00°24'07"W A DISTANCE OF 721.15 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 11,696 SQUARE FEET (0.2685 ACRES).

THE BEARINGS USED IN THE ABOVE LEGAL DESCRIPTION ARE BASED UPON THE ASSUMPTION THAT THE WEST LINE OF THE S 1/2 OF THE N 1/2 OF SECTION 26, T.7., R.67W., OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO BEARS N00°23'25"E AS REFERENCED ON THE RECORDED PLAT OF COOPER-HOOK/MAIN PLACE FILING NO. 1 AND AS BOUNDED ON THE NORTH BY A FOUND 2" ALUMINUM CAP LS 27011 AND ON THE SOUTH BY A FOUND 3/4" ALUMINUM CAP LS 14166.

DATE PREPARED: JULY 25, 2001
DATE OF LAST REVISION:
PREPARED BY: BRETT L. MILLER, PLS NO. 27609
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, COLORADO 80012
PHONE: (303)337-1393

Exhibit 4, continued

PARCEL C:

THAT PART OF THE S 1/2 OF THE N 1/2 OF SECTION 26, T.7S., R.67W., OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, COOPER-HOOK/MAIN PLACE FILING NO. 1, SAID CORNER LYING N69°46'01"E 1816.25 FEET DISTANCE FROM THE SOUTHWEST CORNER OF SAID S 1/2 OF THE N 1/2 OF SAID SECTION 26; THENCE N00°24'07"E, ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 4, A DISTANCE OF 6.74 FEET; THENCE S89°59'59"E A DISTANCE OF 1621.42 FEET; THENCE S00°01'59"W A DISTANCE OF 11.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE N89°48'56"W, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 1621.47 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 15,155 SQUARE FEET (0.3479 ACRES).

THE BEARINGS USED IN THE ABOVE LEGAL DESCRIPTION ARE BASED UPON THE ASSUMPTION THAT THE WEST LINE OF THE S1/2 OF THE N1/2 OF SECTION 26, T.7., R.67W., OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO BEARS N00°23'25"E AS REFERENCED ON THE RECORDED PLAT OF COOPER-HOOK/MAIN PLACE FILING NO. 1 AND AS BOUNDED ON THE NORTH BY A FOUND 2" ALUMINUM CAP LS 27011 AND ON THE SOUTH BY A FOUND 3/4" ALUMINUM CAP LS 14166.

DATE PREPARED: JULY 25, 2001

DATE OF LAST REVISION:

PREPARED BY: BRETT L. MILLER, PLS NO. 27609
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, COLORADO 80012
PHONE: (303)337-1393