

**COVENANT AT CASTLE ROCK
SUBDIVISION IMPROVEMENTS AGREEMENT**

DATE: December 17, 2014.

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

NATIONAL COVENANT PROPERTIES LAND COMPANY, LLC, an Illinois limited liability company, 8303 W. Higgins Road, Chicago, Illinois, 60631 ("Subdivider").

UNOFFICIAL COPY

MORTGAGEE: **National Covenant Properties**

RECITALS:

A. Subdivider desires to plat and subdivide certain property as the Covenant at Castle Rock 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 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 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 Covenant at Castle Rock Subdivision Improvements Agreement.

Code: the Castle Rock Municipal Code, as amended.

Development Agreement: the Covenant at Castle Rock Annexation and Development Agreement dated August 29, 2014, recorded in the Records on September 4, 2014 at Reception No. 2014050331, as amended by the First Amendment. **Development Exactions:** the fees and charges imposed by Town under the Town Regulations on development, 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.

First Amendment: the First Amendment to Covenant at Castle Rock Annexation and Development Agreement dated October 20, 2014 and recorded in the Records on ~~12/17/2014~~ at Reception No. 2014073784.

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 on 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.

UNOFFICIAL COPY

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: the site development plan for the Subdivision as approved by the Town on October 7, 2014 by Resolution No. 2014-85.

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

Subdivision: the Covenant 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.

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 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 not later than one year after the date of issuance of the first public works 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, acts of God, or unavailability of labor or materials, 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 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, beyond the cure period set forth herein, 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. 60.36 SFE of the "Water Credit" provided in Article V of the Development Agreement has been applied to meet the water supply requirements for the Subdivision, (Subdivision Water Credit). Town shall not require additional water rights or water resources as a condition to issuance of land use approvals, building permits or certificates of occupancy within the Subdivision, so long as the aggregate water demand from development does not exceed the Subdivision Water Credit as computed in accordance with the Town Regulations.

To the extent that the water demand created by development on the Property (computed in accordance with Town Regulations), exceeds the Subdivision Water Credit, Subdivider must provide additional water resources computed in accordance with Town Regulations sufficient to meet the demand in excess of the initial Subdivision 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, 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 Covenant at Castle Rock Water Bank, as provided in the Development Agreement.

Section 7. Plum Creek Interchange Participation. Pursuant to Section 6.01 of the Development Agreement, Subdivider shall pay to Town \$41,343, which represents the Property's pro rata share of the cost to construct the Plum Creek/I-25 Interchange. Such payment shall be made concurrently with and as a condition to recordation of this Agreement. With such payment, Subdivider shall have no further obligation toward the funding of the interchange.

Section 8. Intersection Control Improvements. Pursuant to Section 6.02 of the Development Agreement, Subdivider shall pay to Town \$12,937 which amount represents the Property's pro rata share of the Plum Creek Parkway/Wolfensberger Road intersection control improvements. Such payment shall be made concurrently with and as a condition to recordation of this Agreement. The intersection control improvements shall be constructed by Town when traffic counts warrant such improvements. With such payment, Subdivider shall have no further obligation toward the funding or construction of the intersection control improvements.

Section 9. Plum Creek Parkway Improvements. Pursuant to 6.04 of the Development Agreement, Subdivider shall pay to Town \$50,017 as cash-in-lieu of construction of certain improvements to Plum Creek Parkway. Such payment shall be made concurrently with and as a condition to recordation of this Agreement. With such payment, Subdivider shall have no further obligation toward the construction of the Plum Creek Parkway Improvements; as such improvements are defined in the Development Agreement.

Section 10. Malibu Street Sewer Upgrade. Pursuant to 6.06 of the Development Agreement, Subdivider shall pay to Town \$3,422 which represents the Property's pro rata share of the Malibu Street sewer upgrade to be constructed by Town. Such payment shall be made concurrently with and as a condition to recordation of this Agreement. With such payment, Subdivider shall have no further obligation toward the funding or construction of the sewer upgrade.

Section 11. Property Conveyance. Subdivider shall convey to Town Tracts A, B, D and E, at no cost to Town. The Tract A conveyance shall satisfy the open space dedication requirement for the Property pursuant to Section 7.02 of the Development Agreement. The Tract E conveyance shall satisfy the requirement for conveyance additional right of way for the widening of Wolfensberger Road pursuant to Section 6.03 of the Development Agreement. Such conveyances shall be in accordance with Section 7.04 of the Development Agreement.

Section 12. 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 13. 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. Except as provided below, in the event of a conflict between the Development Agreement and this Agreement, the Development Agreement shall govern and control. Notwithstanding the provisions of Section 1 of the First Amendment to the contrary, the Town acknowledges that grading of the Property must commence prior to the relocation of the 3 IREA trunk lines, and that Subdivider may give the Town 45 days' notice of its intent to begin the Tract B grading, rather than the 60 days' notice as provided in the First Amendment.

Section 14. Default. The following 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 2, 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.

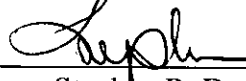
As a condition to Town's right to exercise its remedies for default, Town shall give written notice to Subdivider of the occurrence of an event of default. Subdivider shall have thirty (30) calendar days from the receipt of such notice to cure the default. If timely cure of the noticed default(s) is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

Section 15. 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;

SUBDIVIDER:

NATIONAL COVENANT PROPERTIES LAND COMPANY, LLC
an Illinois limited liability company

By: 
Name: Stephen R. Dawson
Title: President of Sole Member National Covenant Properties

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 11th day of December, 2014, by Stephen R. Dawson, the President of National Covenant Properties, an Illinois nonprofit corporation and the sole member of National Covenant Properties Land Company, LLC, an Illinois limited liability company, on behalf of the limited liability company.



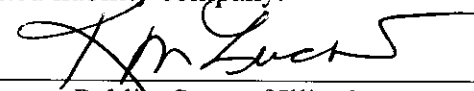

Notary Public, State of Illinois
My Commission Expires: 02-07-2016

EXHIBIT 1

LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

PARCEL 1A:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, AND CONSIDERING THE WESTERLY LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER OF SECTION 10 TO BEAR SOUTH 01 DEGREES 05 MINUTES 34 SECONDS EAST, WITH ALL BEARINGS MADE AS A REFERENCE HEREON; THENCE SOUTH 06 DEGREES 23 MINUTES '8 SECONDS EAST 574.52 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE MOST WESTERLY CORNER OF CASTLE HIGHLANDS FILING NO. 2 AS RECORDED UNDER RECEPTION NO. 01019899 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AND LYING ON THE HISTORIC SOUTHERLY RIGHT-OF-WAY OF WOLFENSBERGER ROAD; THENCE DEPARTING SAID HISTORIC SOUTHERLY RIGHT-OF-WAY AND ALONG THE WESTERLY BOUNDARY OF SAID CASTLE HIGHLANDS FILING NO. 2 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 82 DEGREES 56 MINUTES 35 SECONDS EAST 350.24 FEET.
2. SOUTH 23 DEGREES 57 MINUTES 35 SECONDS EAST 608.07 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER OF SECTION 10; THENCE DEPARTING SAID WESTERLY BOUNDARY AND ALONG SAID NORTH LINE, SOUTH 89 DEGREES 44 MINUTES 13 SECONDS WEST 274.96 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 129 AT PAGE 224 OF SAID DOUGLAS COUNTY RECORDS; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EASTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING TWO COURSES:

1. NORTH 24 DEGREES 05 MINUTES 27 SECONDS WEST 420.10 FEET.
2. NORTH 63 DEGREES 04 MINUTES 27 SECONDS WEST 279.98 FEET TO SAID HISTORIC SOUTHERLY RIGHT-OF-WAY OF WOLFENSBERGER ROAD; THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID HISTORIC SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 33 DEGREES 47 MINUTES 11 SECONDS EAST 103.31 FEET;
2. NORTH 33 DEGREES 35 MINUTES 51 SECONDS EAST 144.17 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THAT MAY LIE WITHIN WOLFENSBERGER ROAD.

PARCEL 2A:

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 10, AND CONSIDERING SAID WESTERLY LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER OF SECTION 10 TO BEAR SOUTH 01 DEGREES 05 MINUTES 34 SECONDS EAST, WITH ALL BEARINGS MADE AS A REFERENCE HEREON; THENCE SOUTH 17 DEGREES 57 MINUTES 31 SECONDS WEST 1353.49 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE MOST WESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 286, PAGES 679-682 OF SAID DOUGLAS COUNTY RECORDS AND LYING ON SAID HISTORIC SOUTHERLY RIGHT-OF-WAY OF WOLFENSBERGER ROAD; THENCE ALONG SAID HISTORIC SOUTHERLY RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 40 DEGREES 41 MINUTES 26 SECONDS EAST 45.02 FEET.
2. NORTH 36 DEGREES 49 MINUTES 43 SECONDS EAST 342.88 FEET.
3. NORTH 37 DEGREES 48 MINUTES 17 SECONDS EAST 60.64 FEET.
4. NORTH 34 DEGREES 21 MINUTES 14 SECONDS EAST 42.46 FEET.
5. NORTH 25 DEGREES 05 MINUTES 24 SECONDS EAST 53.85 FEET.
6. NORTH 17 DEGREES 36 MINUTES 33 SECONDS EAST 66.56 FEET.
7. NORTH 33 DEGREES 47 MINUTES 11 SECONDS EAST 7.78 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 129, PAGE 224; THENCE DEPARTING SAID HISTORIC SOUTHERLY RIGHT-OF-WAY AND ALONG THE EASTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1. SOUTH 63 DEGREES 04 MINUTES 27 SECONDS EAST 279.98 FEET.
2. SOUTH 24 DEGREES 05 MINUTES 27 SECONDS EAST 420.10 FEET TO SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 44 MINUTES 13 SECONDS EAST 673.78 FEET TO THE WESTERLY BOUNDARY OF TRACT A, CASTLE HIGHLANDS FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 961293 OF SAID DOUGLAS COUNTY RECORDS; THENCE ALONG SAID WESTERLY BOUNDARY, THE BOUNDARY OF SAID TRACT A AND EASTERLY BOUNDARY OF SAID CASTLE HIGHLANDS FILING NO. 1 THE FOLLOWING THREE (3) COURSES:

1. SOUTH 23 DEGREES 35 MINUTES 57 SECONDS WEST 21.84 FEET;
2. NORTH 89 DEGREES 28 MINUTES 34 SECONDS EAST 1567.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 750.00 FEET AND A RADIAL BEARING OF SOUTH 67 DEGREES 26 MINUTES 09 SECONDS WEST;
3. NORTHERLY ALONG SAID CURVE 13.72 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 02 MINUTES 54 SECONDS TO SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10; THENCE ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10, NORTH 89 DEGREES 44 MINUTES 13 SECONDS EAST 61.48 FEET TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10; THENCE ALONG THE EASTERLY LINE OF SAID SOUTH HALF, SOUTH 00 DEGREES 36 MINUTES 47 SECONDS EAST 536.44 FEET; THENCE DEPARTING SAID EASTERLY LINE, SOUTH 89 DEGREES 44 MINUTES 47 SECONDS WEST 2607.40 FEET TO THE WESTERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10; THENCE NORTH 40 DEGREES 01 MINUTES 12 SECONDS WEST 701.87 FEET TO THE TRUE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION DEEDED TO THE TOWN OF CASTLE ROCK IN DEED RECORDED MAY 20, 2009 UNDER RECEPTION NO. 2009038240 AND ANY PORTION THAT MAY LIE WITHIN WOLFENSBERGER ROAD.

THE ABOVE PARCELS TOGETHER CONTAIN 42.521 ACRES, MORE OR LESS.

UNLAWFUL COPY

(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 Covenant 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 _____
 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

Engineering Division