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**THE MEADOWS FILING NO. 9  
SUBDIVISION IMPROVEMENTS AGREEMENT**

DC98101202

**DATE:** November 12, 1998.

**PARTIES:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation ("Town"), 680 N. Wilcox Street, Castle Rock, Colorado 80104.

**CASTLE ROCK DEVELOPMENT COMPANY**, a Colorado corporation ("Subdivider"), 3033 E. 1<sup>ST</sup> Avenue, Suite 300, Denver, Colorado 80209.

**RECITALS:**

A. Subdivider desires to plat and subdivide certain property within the Town known as The Meadows Filing No. 9 (the "Subdivision"), more particularly described in the attached *Exhibit 1* (the "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 the Town public works 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 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 Subdivider.

**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:** the Meadows Filing No. 9 Subdivision Improvement Agreement.

**Improvements:** the water, wastewater, stormwater drainage, transportation, or other systems or infrastructure required to be constructed under applicable Town regulations 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. The Improvements are identified and described in the Plans

**Landscape Plan:** the Landscaping required and/or prescribed under the Final PD Site Plan or applicable subdivision and zoning regulations and with respect to the Public Landscaping only, the specifications contained in *Exhibit 2*.

**Landscaping:** the landscaping of Subdivision tracts required under the Landscape Plan.

**Lot Landscaping:** the landscaping required on lots under the zoning regulations as modified by the Final PD Site Plan.

**Phase:** a contiguous geographical area of the Subdivision so designated in the Plans.

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

**Phase Landscaping:** the Landscaping (Public and Private) within a particular Phase.

**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 of Public Works.

**Plans:** the description of the Improvements on the Subdivision preliminary plat and related documents as modified and supplemented by approved construction plans and drawings, together with the landscaping plan approved with the Final PD Site Plan.

**Plat:** the final Subdivision plat recorded on 12-9-98 at Reception No. 98101200 of the Records.

**Private Landscaping:** the Landscaping on Subdivision tracts to be owned and maintained by parties other than the Town.

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

**Public Landscaping:** the Landscaping on Subdivision tracts which are dedicated to the Town for ownership and maintenance.

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

**Subdivision:** the Meadows Filing No. 9.

**Water Agreement:** the Water Service Agreement (Meadows - District 1) dated October 1, 1993 between the Town and Yale Investments, Inc., recorded on September 30, 1993 at Reception No. 9346159, beginning in Book 1151 at Page 1173.

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 ordinances, rules and regulations. The Improvements may be constructed in Phases, in accordance with the Phasing Plan. In the event the Subdivider has not obtained all necessary Town permits and approvals and commenced construction of at least one Phase within one year of the date of recordation of this Agreement, the Town's approval of the Subdivision shall lapse. As a condition to commencement of construction of Improvements thereafter, Subdivider shall demonstrate to the Council good cause for the delay and its good faith intention and financial ability to proceed and complete development of the Subdivision. No building permit shall be issued by Town within a particular Phase until the applicable Phase Improvements are completed and conveyed to the Town in accordance with section 3. Irrespective of whether building permits are requested, Phase Improvements for which construction is undertaken by the Subdivider must be completed not later than one year after the date of issuance of the first public works permit for such Phase, except when timely completion is delayed due to adverse weather, material unavailability, or other circumstances beyond the control of Subdivider. Landscaping must be completed in accordance with section 5.

**Section 3. Acceptance.** Upon substantial completion of the Phase Improvements, Subdivider may request inspection. Town shall make inspection within five (5) working days of the date Subdivider requests final inspection, and Town shall notify Subdivider of non-conforming work within five (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 Phase Improvements by Town, Subdivider shall promptly convey its interest in the Phase Improvements by document in the form attached as *Exhibit 3*. With conveyance of the Improvements, Subdivider's warranty period commences. The acceptance process for Landscaping is addressed in section 5.

**Section 4. 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 Phase Improvements and the Phase Landscaping (the "Security"). The Security for each respective Phase shall be delivered to Town prior to and as a condition of the issuance of the first public works permit within such Phase. 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 of any of the Phase Improvements or Phase Landscaping, should Subdivider default in its obligation to complete the Phase Improvements or Phase Landscaping (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. 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 to secure Subdivider's warranty on the Phase Improvements during the warranty period, commencing with initial acceptance of the Phase Improvements. Upon expiration of the warranty period, or in the event warranty matters have not been rectified within the warranty period, as soon thereafter as the Town has finally accepted the Phase Improvements, the balance of the Security shall be refunded or released to Subdivider. The release of the Security applicable to Landscaping is addressed in section 5.

**Section 5. Landscaping.** Subdivider shall make best efforts to complete all Phase Landscaping in conjunction with completion of the Phase Improvements as provided in section 2. Inspection of Phase Landscaping by the Town shall be made in the same manner as prescribed for Phase Improvements under section 3, provided that with respect to the Private Landscaping, the Town will give the homeowners association which will maintain the Private Landscaping the opportunity to inspect and comment on the status of completion of the Private Landscaping. With Town's acceptance of the Phase Landscaping concurrently with the Phase Improvements, the Security pertaining to the Phase Landscaping shall be reduced to 15% of the actual

cost of the Phase Landscaping. The warranty Security shall be released in the same manner as the Phase Improvements Security is released under section 4.

In the event that at the time the Town accepts the Phase Improvements the Phase 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 Phase Landscaping to be held by Town as security for completion of the Phase 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 first building permit within the Phase;
- (d) upon receipt of the Landscape Deposit the Town will release that portion of the Security applicable to the Phase Landscaping.
- (e) the Landscape Deposit shall not accrue interest;
- (f) Subdivider shall have 180 days from the date the Landscape Deposit is deposited with the Town to complete the Phase Landscaping;
- (g) with 10 days of completion of the Phase Landscaping and acceptance by the Town, Town shall return to Subdivider the Landscape Deposit, less a 15% warranty hold-back and the applicable warranty on the Phase Landscaping shall commence;
- (h) if at the end of such 180 day period the Phase Landscaping has not been completed and accepted by Town, Town may use the Landscape Deposit to the extent necessary to complete the Phase Landscaping, and/or make the Landscape Deposit available to the owner of the Private Landscaping to complete the Private Landscaping, provided Town will not be obligated to spend any Town funds to complete the Phase Landscaping in the event the Landscape Deposit is insufficient to fund completion;
- (i) Town shall promptly return to Subdivider any portion of the Landscape

Deposit which remains after the Town has completed the Phase Landscaping, less a 15% hold-back for the warranty period;

- (j) the Landscape Deposit held for the warranty shall promptly be released to Subdivider upon expiration of the Landscaping warranty and Town's final acceptance of the Landscaping.

Lot Landscaping shall be completed as a condition of issuance of a certificate of occupancy for each lot, provided that if seasonal conditions require that the Lot Landscaping be installed after occupancy, a temporary certificate of occupancy shall be issued to permit the completion of the Lot Landscaping as soon as seasonal conditions will allow.

**Section 6. Water Supply.** In accordance with the Water Agreement, 145 SFE from the Water Credit (as that term is defined in the Water Agreement) have been applied to meet the water supply requirements for the Subdivision, (the "Subdivision Water Credit). Town shall not require additional water rights or water resources as a condition to issuance of land use approvals within the Subdivision, so long as the aggregate water demand from development does not exceed the Subdivision Water Credit. To the extent that the water demand created by development on the Property (computed in accordance with the Water Agreement and Town ordinances and regulations); exceeds the Subdivision Water Credit, Subdivider must allocate additional SFE from the Water Credit and/or Subdivider must provide additional water resources in accordance with chapter 4.04 of the Castle Rock Municipal Code, sufficient to meet the demand in excess of the initial Subdivision Water Credit. Absent compliance with this section, Town may withhold building permits 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 Water Credit under the Water Agreement.

**Section 7. Delegation of Performance.** Subdivider may delegate the responsibility to construct the Phase Improvements and Landscaping and otherwise develop the Subdivision to a third party (the "Builder"), either as part of a transfer of a portion of the Property or pursuant to a private development agreement. Town shall accept performance by the Builder which conforms to the requirements of this Agreement, but Subdivider shall remain a co-obligor under this Agreement unless released by Town in writing. As co-obligor, Subdivider shall retain the right to cure a default by Builder under this Agreement as provided in section 8.

**Section 8. 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 3 above;
- (b) failure to cure the defective construction of any Phase Improvement within the applicable cure period;
- (c) failure to perform work on the Phase Improvements required by this Agreement within the Subdivision for a period of more than 90 consecutive days except when such delay is due to adverse weather, material unavailability, or other circumstances beyond the control of Subdivider;
- (d) Subdivider's insolvency, the appointment of a receiver for the Subdivider or the filing of a voluntary or involuntary petition in bankruptcy respecting the Subdivider;
- (e) 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 also receive such notice irrespective of whether Builder has assumed this Agreement and the default is that of Builder. Subdivider shall have 30 calendar days from the receipt of such notice to cure the default, unless such cure is necessarily delayed to adverse weather conditions in which event the cure period shall be extended by a number of days equal to the number of days of the unavoidable delay. If timely cure of the noticed default(s) is not accomplished, Town shall thereafter be entitled to pursue its remedies against Subdivider. Subdivider shall retain the right to cure a default of Builder, irrespective of whether Subdivider retains an ownership interest in the Subdivision.

**Section 9. 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 Property after an uncured default for the

purpose of undertaking the Remedial Work;

- (b) if Phase Improvements have not been timely completed, withhold issuance of building permits, certificates of occupancy and tap connections within any Phase for which the Phase Improvements have not been completed and accepted;
- (c) record a notice of non-compliance with this Agreement in the public records to provide record notice of Subdivider's default, which notice shall promptly be released by Town upon cure of the default; and
- (d) bring suit against Subdivider for money damages and/or equitable relief for breach of the Agreement.

On such terms and conditions as are reasonably acceptable to Town, the Town shall permit Subdivider to undertake the Remedial Work and utilize the Security for such purpose in the event of an uncured default by Builder. In the event Subdivider elects to undertake the Remedial Work, it shall notify the Town in writing, and Town shall have 30-days from receipt of such notice to specify the terms and conditions under which Subdivider may commence the Remedial Work and access the Security to pay for the Remedial Work.

**Section 10. 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 11. 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 12. 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 13. 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 Subdivider: Castle Rock Development Company  
3033 E. 1<sup>st</sup> Avenue, Suite 300  
Denver, CO 80209

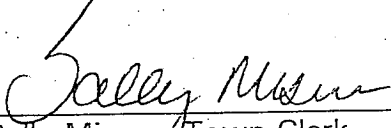
if to Town: Town of Castle Rock  
Attn: Town Attorney  
680 N. Wilcox Street  
Castle Rock, CO 80104

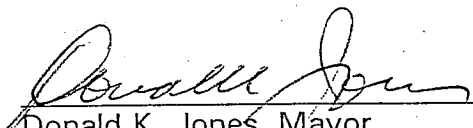
**Section 14. Recordation and Binding Effect.** This Agreement shall be recorded with the Clerk and Recorder's Office of Douglas County, Colorado and shall be binding upon the assigns, successors, and grantees of Subdivider in the same manner as if such third parties were signatories to this Agreement.

**Section 15. Immunity.** Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity under any applicable state law.

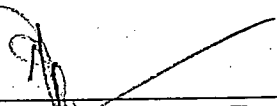
ATTEST:

TOWN OF CASTLE ROCK

  
\_\_\_\_\_  
Sally Misare, Town Clerk

  
\_\_\_\_\_  
Donald K. Jones, Mayor

Approved as to form:

  
\_\_\_\_\_  
Robert J. Slentz, Town Attorney



SUBDIVIDER:

CASTLE ROCK DEVELOPMENT COMPANY, a  
Colorado corporation.

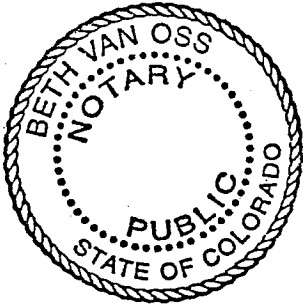
*gss* By: SC Thomas

Its: President

STATE OF COLORADO )  
                                  )     ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day  
of December, 1998, by SC Thomas as President  
for Castle Rock Development Company, a Colorado corporation.

Witness my official hand and seal.  
My commission expires: 1/21/01.



Beth Van Oss  
Notary Public

LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 29 and the Northeast Quarter of section 32, Township 7 South, Range 67 West of the Sixth Principal Meridian, Town of Castle Rock, County of Douglas, State of Colorado being more particularly described as follows:

BEGINNING at the North One-Quarter corner of said Section 32, said point being on the Southerly boundary line of the Meadows Filing No. 5 a plat recorded at reception number 8808526 of the records of said Douglas County, thence along said boundary line the following eight (8) courses:

- 1) North 86°37'24" East, a distance of 160.00 feet;
- 2) Thence North 29°09'24" East, a distance of 189.07 feet;
- 3) Thence North 12°27'34" East, a distance of 114.00 feet to a point of curve;
- 4) Thence along the arc of said curve to the left through a central angle of 35°59'08" an arc distance of 157.02 feet, having a radius of 250.00 feet and a chord bearing North 84°28'00" East, a distance of 154.45 feet;
- 5) Thence North 66°28'25" East, a distance of 104.57 feet to a point of curve;
- 6) Thence along the arc of said curve to the right through a central angle of 17°14'29" an arc distance of 219.16 feet, having a radius of 728.31 feet and a chord bearing North 75°05'39" East, a distance of 218.34 feet;
- 7) Thence North 83°42'55" East, a distance of 52.63 feet;
- 8) Thence South 53°09'36" East, a distance of 43.57 feet to a point on a curve and a point on the Southerly right-of-way line of Butterfield Crossing Drive as recorded at reception number 8727776 of the records of said Douglas County;

Thence, along said Southerly right-of-way line of Butterfield Crossing Drive the following two (2) courses:

- 1) Along the arc of said curve to the left through a central angle of 51°14'23" an arc distance of 652.84 feet, having a radius of 730.00 feet and a chord bearing South 36°13'01" East, a distance of 631.30 feet;
- 2) Thence South 61°50'12" East, a distance of 433.53 feet to a point of curve on the Westerly right-of-way line of Meadows Boulevard as recorded at reception number 8727783 of the records of said Douglas County;

Thence, along said Westerly right-of-way line of Meadows Boulevard the following four (4) courses:

- 1) Along the arc of said curve to the right through a central angle of 87°27'10" an arc distance of 30.53 feet, having a radius of 20.00 feet and a chord bearing South 18°06'37" East, a distance of 27.65 feet to a point of reverse curve;
- 2) Thence along the arc of said curve to the left through a central angle of 33°28'08" an arc distance of 645.48 feet, having a radius of 1105.00 feet and a chord bearing South 08°52'54" West, a distance of 636.34 feet;
- 3) Thence South 03°36'21" East, a distance of 100.82 feet to a point of curve;
- 4) Thence along the arc of said curve to the left through a central angle of 05°09'28" an arc distance of 100.55 feet, having a radius of 1117.00 feet and a chord bearing South 15°35'45" East, a distance of 100.52 feet to a point of reverse curve on the Northerly right-of-way line of Cherokee Drive as recorded at reception number 8727777 of the records of said Douglas County;

Thence, along said Northerly right-of-way line of Cherokee Drive the following six (6) courses:

- 1) Along the arc of said curve to the right through a central angle of 87°12'57" an arc distance of 30.44 feet, having a radius of 20.00 feet and a chord bearing South 25°26'42" West, a distance of 27.59 feet;
- 2) Thence South 69°03'10" West, a distance of 1.85 feet to a point of curve;
- 3) Thence along the arc of said curve to the right through a central angle of 39°05'40" an arc distance of 481.04 feet, having a radius of 705.00 feet and a chord bearing South 88°36'00" West, a distance of 471.76 feet;
- 4) Thence North 71°51'10" West, a distance of 315.18 feet to a point of curve;
- 5) Thence along the arc of said curve to the left through a central angle of 18°52'38" an arc distance of 317.94 feet, having a radius of 965.00 feet and a chord bearing North 81°17'29" West, a distance of 316.50 feet;
- 6) Thence South 89°16'12" West, a distance of 409.84 feet to a point on the West line of said Northeast Quarter of Section 32;

Thence, along said West line, North 00°49'57" West, a distance of 1084.43 feet to the POINT OF BEGINNING.

Said parcel of land contains 1,886,936 square feet or 43.318 acres, more or less.

*Exhibit 2*

**PUBLIC OPEN SPACE LANDSCAPE STANDARDS**

This standard is intended to supplement the Town's adopted landscape regulations found in Chapter 17.60 and 17.62 of the Castle Rock Municipal Code. These standards and specifications provide criteria for new open space, which are intended to promote the value of property, enhance the welfare, and improve the physical appearance of the Town.

1. STANDARDS FOR LANDSCAPE INSTALLATION & MAINTENANCE. All maintenance and installation shall conform to currently recommended horticultural practices in accordance with the recommendation of the local Cooperative Extension Service and Soil Conservation Service. Owner, operator, or other entity in control shall be required to keep all landscaping material in good health. Spray the area with the recommended herbicide. However, do not use until the grass is at least at the three-leaf stage or is 4 to 5 inches tall. If the herbicide is sprayed before then, the grasses could be damaged.

2. NATIVE SEEDING. Areas that are unirrigated or not provided with a sprinkler system shall be seeded only during spring and fall seeding season.

Zone	Spring Seeding	Fall Seeding
Below 6000'	Spring thaw to June 15 <sup>th</sup>	September 1 <sup>st</sup> until consistent ground freeze.
6000' to 7000'	Spring thaw to July 1st	August 1 <sup>st</sup> until consistent Ground freeze.

Developer shall notify the Town of Castle Rock 24 hours prior to seeding. The tags from the seed mixes and a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory must be supplied to the Town Inspector for verification of purity and germination percentages.

***NATIVE SEED MIXTURES***

Provide the following seed mixes and rates:

Seed Mix for Clayer Soils

Species	Percentage by Weight
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Streambank Wheatgrass	15.0
Blue Grama	10.0
Western Wheatgrass	65.0
Little Bluestem	5.0
Sideoats Grama	5.0

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 B1638 - P1251 - \$85.00

Exhibit 2

Seeding Rate: 25 lbs. pure live seed per acre or 1 pound per 1000 sq. ft. Product comparison will be made on the basis of pure live seed. The formula to be used is lbs. seed required = lbs. specified divided by % purity x % germination.

Seed Mix for Sandier Soils

<u>Species</u>	<u>Percentage by Weight</u>
Western Wheatgrass	15
Big Blue Stem	20
Thickspike Wheatgrass	15
Sideoats Grama	10
Little Bluestem	20
Blue Grama	20

Seeding Rate: 25 lbs. pure live seed per acre or 1 pound per 1000 sq. ft. Product comparison will be made on the basis of pure live seed. The formula to be used is lbs. Seed required = lbs. Specified divided by % purity x % germination.

*TEST REPORTS.* Soil testing during construction shall be conducted by an approved testing laboratory selected by the Town Inspector.

*SOIL PREPARATION.* Preparatory to the seeding, the top four inches of the surface shall be tilled into an even and loose seed bed four inches deep, free of clods in excess of four inches in diameter, and brought to the desired line and grade and consist of removing, depositing of, any existing vegetation that is considered non desirable. Soil Retention Blanket shall be used on slopes greater than 2:1 percent for erosion control.

*SOIL AMEDEMEMENTS.* Shall be applied to areas not receiving, or void of topsoil, shall receive composted soil amendment. This treatment involves adding a composted organic soil amendment to the soil at the rate specified and posses the following qualities:

<u>Composted Organic Matter</u>	<u>Minimum Value</u>
Organic Matter	20%
Nitrogen	1%-
Phosphorus as p205	1%
Potash	0%

The soil amendment product shall be free of weed seeds, harmful pathogens including coliform bacteria, raw wood, soil, dirt, offensive odor, and organic nitrogen ratio not greater than 50:1. The product should be registered with Colorado Department of Agriculture and be approved for use on Colorado Certified Organic Farms by the Division of Plant Industry of the State of Colorado.

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*Exhibit 2*

The rate of application shall be no less than 3 cu. Yd./1000 sq. ft. or approximately 1" thick over the surface and tilled to a depth of 4"-6".

*FERTILIZING.* Preparatory to seeding, fertilizer shall be applied and tilled into the top four inches of the soil. Use a mix containing 18-46-0 (diammonium phosphate) 150 lbs. actual per acre.

*SEEDING.* Shall follow as closely behind the tilling of the fertilizer as necessary to make special seed bed preparation unnecessary. The seeding application rate shall be as indicated in the chart below. Mechanical power drawn drills followed by packer wheels or drag chains shall seed all slopes 2:1 and flatter. Mechanical power drawn drills shall have depth bands set to maintain a planting depth of at least ¼ to ½ inch and shall be set to space the rows not more than seven inches apart. Seed that is extremely small, shall be sowed from a separate hopper adjusted to the proper rate of application. Seed shall be uniformly sown (one-half in one direction and the other one half at right angles to the first sowing. The direction of the final sowing should always be at a right angle to the slope or the running direction of the contour).

*MULCHING.* Of seeded areas to be accomplished using an approved hydro-mulch to apply wood cellulose fiber at the rate minimum of 2,000 pounds per acre and mulch binder at a rate of 120 lbs. per acre. Mulching shall not be done in the presence of free surface water resulting from rains, melting snows or other causes. The seeded area shall be mulched within 24 hours after seeding. Areas not mulched within 24 hours after seeding must be re-seeded with the specified seed mix at the Contractor's expense prior to mulching.

3. ACCEPTENANCE OF PUBLIC OPEN SPACE

Non-irrigated seeded areas will be accepted through inspection and submittals that the seeding has been accomplished as specified in this standard at final development build out. These seeded areas must have a 90% germination rate prior to the end of the warranty period. This result is based on a visual evaluation indicating a uniform ground cover. Warranty period and reseeded requirement will be extended until germination is acceptable.

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(EXEMPLAR - NOT FOR EXECUTION)

EXHIBIT 3  
PUBLIC IMPROVEMENTS CONVEYANCE AND INITIAL ACCEPTANCE

TRANSFEROR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TRANSFeree: Town of Castle Rock, a municipal corporation ("Town")  
680 North 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 Meadows Filing No. 9. 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. 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

CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
16/ 17  
\$85.00

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(EXEMPLAR - NOT FOR EXECUTION)

construction accounting practices is as follows:

Water	_____
Wastewater	_____
Stormwater	_____
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 \_\_\_\_\_, 19\_\_.

TOWN OF CASTLE ROCK

\_\_\_\_\_  
Engineering Division

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