

**SUBDIVISION IMPROVEMENTS AGREEMENT  
(THE WOODLANDS FILING NO. 8)**

**DATE:** October 15, 1993

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

**KENNETH E. ASH** ("Subdivider"), 410 Jerry Street, Castle Rock, Colorado, 80104

**RECITALS:**

A. Subdivider desires to plat and subdivide certain property within the Town, more particularly described as follows (the "Subdivision"):

The Woodlands Filing No. 8  
Town of Castle Rock, Douglas County, Colorado  
Reception No. 9348216

B. Town is willing to permit the Subdivision of the Property in accordance with the terms of this agreement.

**COVENANTS:**

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

1. Public Improvements. For the purposes of this agreement, public improvements are defined as those elements of the water, wastewater, drainage, transportation, or other systems or infrastructure required to be constructed by Subdivider under applicable Town regulations to serve the Subdivision, which upon their completion are to be dedicated by Subdivider to Town for operation and maintenance by the Town. The public improvements for the Subdivision are identified in the approved plans and specifications referenced as follows (the "Plans"):

Prepared by: J.R. Engineering, Ltd.

Dated (final revision): 9-93

Date of engineering approval: October 19 1993

2. Construction of Improvements. The public improvements shall be constructed in strict accordance with the approved Plans and non-conforming work shall be brought into compliance by Subdivider. Subdivider shall site all public improvements within public

easements, rights-of-way or lands without encroachment onto private property. With acceptance of the public improvements by Town, Subdivider shall convey its interest in the public improvements by document in the form attached as **Exhibit 1**. The public improvements shall be conveyed to Town prior to the conveyance by Subdivider of the Subdivision or any lots(s) within the Subdivision to any third party.

3. Guarantee of Performance. In lieu of furnishing financial sureties to secure Subdivider's obligation to construct the public improvements, Subdivider shall execute the declaration in the form attached as **Exhibit 2**, restricting the conveyance of any of the subdivided lots until the public improvements have been constructed in accordance with the Plans. Subdivider shall furnish financial sureties to secure its warranty obligation on the public improvements in accordance with Town regulations.

4. Water Rights. The obligation of the developers to convey water rights for approved development within the Woodlands (including the Subdivision) was addressed in The Woodlands Village Water Supply Agreement dated October 27, 1992 recorded in Book 1094 at Page 2309, Douglas County, Colorado (the "Water Agreement"). The Subdivision is situated within the area designated as "Glen L. Scott" in Exhibit 5 to the Water Agreement. Consequently, there is available 24 SFE of water credits, which are applied towards the water supply requirement of the Subdivision. Water rights for the additional 10 lots which are platted, shall be satisfied by the conveyance to the Town of the right to withdraw 5.5 acre feet annually from the Arapahoe aquifer underlying the real property described in **Exhibit 3**. Ash shall have the obligation to obtain final decree to such water, at his expense, and upon adjudication to convey the water rights to Town. Until and unless water rights are conveyed to Town sufficient to support the production of water through the Town's municipal supply system for the additional SFE, or Ash obtains additional water credits under the Water Agreement from third parties, building permits within the Subdivision shall be limited to 24 SFE.

5. Trail Development. Concurrently with execution of this agreement, subdivider shall pay to Town the sum of \$9,300, representing the subdivision's proportionate share of cost of completion of the Woodlands Boulevard Trail.

6. Recordation. This instrument shall be recorded in the public records of Douglas County, Colorado concurrently with recordation of the above referenced subdivision plat.

ATTEST:

Sally Misafe  
Sally Misafe, Town Clerk

TOWN OF CASTLE ROCK

Mark C. Williams  
Mark C. Williams, Mayor



(FACSIMILE - NOT FOR EXECUTION)

EXHIBIT 1

PUBLIC IMPROVEMENTS CONVEYANCE AND ACCEPTANCE

**TRANSFEROR:** Kenneth E. Ash  
410 Jerry Street  
Castle Rock, Colorado 80104

**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 1 (the "*improvements*"), as required by Town to serve **The Woodlands Filing No. 8** subdivision. Except as provided to the contrary in separate agreement, 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.

THEREFOR, 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 a period of \_\_\_\_ years 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:





EXHIBIT 2

DECLARATION OF RESTRICTION ON TRANSFER

WHEREAS, Kenneth E. Ash ("Declarant") is the record owner of the residential lots ("Lots") platted as The Woodlands Filing No. 8, County of Douglas, State of Colorado, recorded at reception no. 9348216, Douglas County, Colorado (the "Plat") located in the Town of Castle Rock ("Town"):

WHEREAS, the Town has agreed to accept the covenant of Declarant that none of the Lots will be conveyed by Declarant to any party (until this Declaration is released as provided below), in lieu of Declarant providing Town with performance bonds or surety to secure construction of certain public improvements in accordance with Town regulations.

THEREFORE, Kenneth E. Ash declares and covenants as follows:

1. Restrictions. None of the Lots shall be conveyed by Declarant until this Declaration is released. The Town of Castle Rock is an intended beneficiary of the covenant and shall have the legal right to enforce compliance with these covenants.
2. Release. This Declaration shall be released and thereafter shall be of no force or effect upon the recordation of the "Release of Declaration" in the form attached duly executed by the undersigned officer of the Town, evidencing compliance by Declarant with construction of the public improvements prescribed by Town to service the Lots, as more particularly described in the attached "Scope of Public Improvements", and submission of a warranty bond in compliance with Town regulation.

DATED this 25<sup>th</sup> day of October, 1993.

By:

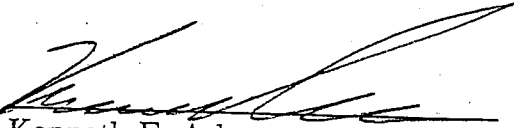
  
Kenneth E. Ash







EXHIBIT 3

9350842 - 10/25/93 15:26 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
 B1156 - P1389 - \$60.00 - 12/ 12

KENNETH E. ASH PROPERTIES  
 CASTLE OAKS SUBDIVISION

- 4th Amendment - A replat of Lot 4, Block 8 Castle Oaks Subdivision
- 5th Amendment - A replat of Lot 5, Block 8 Castle Oaks Subdivision
- 6th Amendment - A replat of Lot 6, Block 5 Castle Oaks Subdivision
- 7th Amendment - A replat of Lot 6, Block 8 Castle Oaks Subdivision
- Lot 5, Block 5 Castle Oaks Subdivision

Legal Description	Address	Parcel I.D.	Tax I.D. Number	Acres
Lot 1, 4th Amendment	1942 Rocky View Road	0360256	2507-050-01-008	5.000
Lot 2, 4th Amendment		0360257	2507-050-01-007	5.000
Lot 3, 4th Amendment		0360258	2507-050-01-005	5.000
Lot 4, 4th Amendment		0360259	2507-050-01-006	16.537
Tract A, 4th Amendment	Each lot in Amendment 4 shares a 1/4 undivided interest in this Tract			1.059
Lot 1, 5th Amendment	4237 Oak Grove Way	0360271	2349-320-01-013	4.477
Lot 2, 5th Amendment	4249 Oak Grove Way	0360272	2349-320-01-014	4.486
Lot 3, 5th Amendment	4250 Oak Grove Way	0360273	2349-320-01-015	6.328
Lot 4, 5th Amendment	4238 Oak Grove Way	0360274	2349-320-01-016	3.397
Tract A, 5th Amendment	Each lot in Amendment 5 shares a 1/4 undivided interest in this Tract			1.109
Lot 1, 6th Amendment	4170 Oak Grove Court	0360266	2349-320-02-019	3.706
Lot 2, 6th Amendment	4180 Oak Grove Court	0360267	2349-320-02-020	3.710
Lot 3, 6th Amendment	4142 Oak Grove Court	0360268	2349-320-02-021	5.275
Lot 4, 6th Amendment	4141 Oak Grove Court	0360269	2349-320-02-022	5.938
Tract A, 6th Amendment	Each lot in Amendment 6 shares a 1/4 undivided interest in this Tract			1.216
Lot 1, 7th Amendment	2360 Rocky View Road	0360262	2349-320-01-017	5.066
Lot 2, 7th Amendment	2350 Rocky View Road	0360263	2349-320-01-018	5.801
Lot 3, 7th Amendment	2240 Rocky View Road	0360264	2349-320-01-019	4.119
Lot 4, 7th Amendment	2250 Rocky View Road	0360265	2349-320-01-020	4.570
Lot 5, Block 5	1863 Rocky View Road			21.6
			Total	113.394