

(31)

**WOODLANDS FILING NO. 9  
SUBDIVISION IMPROVEMENTS AGREEMENT**

33P  
165-

DC9880780

**DATE:** August 13, 1998

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

ROWLEY DOWNS LAND COMPANY, a Colorado corporation and NORTH WOODLANDS COMPANY, a Colorado corporation, 5400 S. Syracuse, Suite 100, Englewood, CO 80111 (collectively the "Subdivider")

**RECITALS:**

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

B. The subdivision regulations within the Castle Rock Municipal Code require that the Subdivider enter into this Agreement for the purpose of securing the timely construction of public improvements necessary to provide public utilities and services to the Subdivision. In addition, the parties have identified the need to address 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 materialmen, laborers, or others providing work, service or material to improvements on the Property.

**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 the water, wastewater, stormwater drainage, transportation, park, recreation and landscaping or other systems or infrastructure required to be constructed by Subdivider under applicable Town regulations (and/or the approved Preliminary Subdivision Plat or Final PD Site Plan for the Subdivision) to serve the Subdivision (whether on-site or off-site), which upon their completion are to be dedicated by Subdivider to Town for operation and maintenance by the Town (the "Improvements"). The Improvements are described on the Subdivision preliminary plat and related documents as modified and supplemented by approved construction plans

and drawings (the "Plans"). The Improvements are inclusive of the "Facilities" required to be developed within this Subdivision under the terms of the Woodlands PD Development Agreement dated July 20, 1994, recorded on November 4, 1994 at Reception No. 9457237 of the public records of Douglas County, Colorado (the "Development Agreement").

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. In the event the Subdivider has not obtained all necessary Town permits and approvals and commenced construction of the Improvements 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. Prior to completion of the Improvements, no building permits shall be issued. Irrespective of whether building permits are requested by Subdivider, Improvements must be completed not later than one year from the date of issuance of the first public works permit for the Improvements, except when timely completion is delayed due to adverse weather, material unavailability, or other circumstances beyond the control of the Subdivider.

3. Acceptance. Upon substantial completion of the Improvements, Subdivider may request inspection of such Improvements. 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 and final 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 2*.

4. Improvements Security. In accordance with Town regulations, Subdivider shall provide Town with a letter of credit or cash escrow deposit approved by the Town Attorney (the "Security"), in the amount of 25% of the estimated construction cost of on-site improvements and 100% of the estimated construction cost of the off-site Improvements (as referenced in section 8) as a condition to Town's obligation to issue any permits for construction of Improvements. 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 Improvements, should Subdivider default in its obligation to complete the Improvements. With Town's acceptance of the Improvements, the security shall be reduced to 15% of the actual construction cost of the Improvements to secure Subdivider's warranty on the Improvements during the warranty period, commencing with acceptance of the

Improvements.

5. Restriction on Transfer. Concurrently with execution of this Agreement, Subdivider shall execute a "Declaration of Restriction on Transfer" in the form attached as *Exhibit 3*. Town shall not issue any certificates of occupancy for habitable structures, until the Improvements have been accepted by the Town in accordance with the provisions of this Agreement. With such acceptance, Town shall release the restriction on conveyance in the manner provided in *Exhibit 3*. This restriction shall expire on December 31, 2004 irrespective of compliance with this section.

6. Water Supply. The Property is subject to the Woodlands Village Water Supply Agreement recorded at Reception No. 9241175 in the public records of Douglas County, Colorado (the "Water Agreement"). 52 SFE of the "Water Credit" under 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 Town ordinances and regulations), exceeds the Subdivision Water Credit, additional entitlements under the Water Agreement must be allocated to the Property 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 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 Rowley Downs Land Company as provided in the Water Agreement.

7. Environmental Protection. The Preliminary Plat and the Final PD Site Plan depict undisturbed areas of native vegetation designated for special protection (the "Preservation Areas"). The Preservations Areas are those lands (not including the platted lots) which are located outside of and adjacent to the clearing and construction limits for the following Public Improvements:

- a. Public streets and cul-de-sacs;
- b. On-site and off-site water mains;
- c. On-site and off-site sewer mains;
- d. Storm drainage channels, piping and drop-structures;

- e. Off-site stormwater detention facilities;
- f. Rock retaining walls; and
- g. Branch trails.

Prior to and as a condition of the issuance of Public Works construction permits for streets, drainage and utility construction on the Property, the Preservation Areas and the limits of construction for the Improvements shall be consciously marked by fencing, flagging or other acceptable delineation designated by Subdivider and approved by Town, which shall be maintained until the adjacent utilities, retaining walls, drop-structures or roadways have been completed. If any Preservation Areas are disturbed by construction, the vegetation destroyed shall be replaced in accordance with the following criteria:

- a. The cross-sectional area of each tree or shrub destroyed in excess of one-inch in diameter shall be calculated by Town;
- b. The total cross-sectional areas of the destroyed vegetation shall be calculated and Subdivider shall revegetate the affected Preservation Area with tree and/or planting stock approved by Town which has a total cross sectional area at least as great as that of the destroyed vegetation; and
- c. If vegetation is destroyed such that it is impossible to calculate the cross-sectional areas, the extent of the destroyed vegetation shall be administratively determined based upon photographs, topographic or other historic data, and the Subdivider shall revegetate to the extent necessary to reasonably replicate the ground cover of the destroyed vegetation.

Compliance with this section shall be a condition to the Town's release of Security defined in Section 4. In addition, Subdivider shall make best efforts to relocate those Ponderosa Pine trees which must be removed during construction of the Improvements to other areas within the Subdivision or to other properties owned and maintained by the Woodlands Master Association within the Woodlands PD. Those trees must be able to be relocated utilizing conventionally-sized tree spade equipment. The Subdivider shall use best efforts to assure the survival of any relocated trees, but shall not be required to guarantee same.

Regarding individual platted lots, the homebuilder shall, prior to the issuance of each building permit, depict on the required site plan, the limits of all clearing and construction and shall mark, flag or fence the Preservation Areas for each permitted homesite.

8. Off-site Property Interests. Concurrently with recordation of this Agreement, Subdivider shall cause to be conveyed to Town, consistent with the conveyance requirements of the Development Agreement:

- a. a 20-foot wide permanent, non-exclusive utility easement for maintenance of an off-site potable water transmission line over that portion of certain adjacent properties described in the attached *Exhibit 4*;
- b. a 20-foot wide permanent, non-exclusive utility easement for the maintenance of an off-site sanitary sewer line over that portion certain adjacent properties described in the attached *Exhibit 5*; and
- c. fee interest in the Property to be used for an off-site regional storm water detention facility as described in the attached *Exhibit 6*.

9. Off-site Waterline Extension. Consistent with the Woodlands Modified P.U.D. Agreement, the Subdivider shall be required to construct a 12-inch (12") ductile iron water main along an off-site alignment enumerated in the Waterline Easement granted by the adjacent landowner and described in *Exhibit 4*.

10. Abandonment of Right-of-Way. Pursuant to 14.02.040 of the Castle Rock Municipal Code, the Town has abandoned on the Subdivision plat portions of Saddleback Drive and Bluestem Lane platted and dedicated to Town previously on the Woodlands Filing No. 3 final subdivision plat recorded at Reception No. 366636, of the public records of Douglas County, Colorado. The abandonment is necessary to accommodate the reconfiguration of the roadways on the Subdivision plat. The right-of-way abandonment is described and graphically depicted on the Final Plat. Ownership of the areas abandoned which are not rededicated to the Town on the Subdivision plat shall vest in the Subdivider upon recordation of the Subdivision plat.

11. Default. The following occurrences constitute a default by the Subdivider:

- a. Failure to commence or complete construction of the Improvements within the time periods prescribed in section 2 above;
- b. Failure to cure the defective construction of any Improvement within the applicable cure period;
- c. Failure to perform required work 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. Conveyance of any lot or tract during the period of time the restriction on alienation of section 5, above, is in effect; or
- f. 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 20 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.

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

- a. call the Security, in accordance with its terms, and apply the for site remediation and/or completion of the Improvements as authorized in section 4. 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 site remediation and/or constructing the Improvements;
- b. suspend Subdivision approval on the Property if Improvements have not been completed and in such event Town may withhold issuance of building permits, certificates of occupancy and tap connection and record a notice of non-compliance with this Agreement in the public records to provide record notice of Subdividers' default; and
- c. bring suit against Subdivider for money damages and/or equitable relief for breach of the Agreement.

13. 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.

14. 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.

15. 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.

16. Scope. This Agreement constitutes the entire agreement between the parties and no statement, promise, or inducement that are not contained in this Agreement will be binding on the parties.

17. 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: Rowley Downs Land Company  
North Woodlands Company  
4179-A S. Fraser Circle  
P.O. Box 460759  
Aurora, CO 80046-0759

copy to: O. Karl Kasch  
Cimarron Consultants, Inc.  
6551 S. Revere Parkway, Ste. 265  
Englewood, CO 80111

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

18. 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.

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





PROPERTY DESCRIPTION

9880780 - 10/08/98 9 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 1. 13 \$165.00 B1609 - P0842 -

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;  
THENCE S 01'23'44" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1 A DISTANCE OF 1361.26 FEET;  
THENCE S 60'34'59" W A DISTANCE OF 154.75 FEET TO THE WEST RIGHT OF WAY LINE OF SADDLEBACK DRIVE AND A POINT OF CURVATURE;  
THENCE 5.16 FEET ALONG SAID RIGHT OF WAY AND THE ARC OF A CURVE TO THE LEFT BEING NON TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 0'36'59", A RADIUS OF 480.00 FEET, AND A CHORD WHICH BEARS N 12'58'53" W., A DISTANCE OF 5.16 FEET TO A POINT NON TANGENT TO THE FOLLOWING DESCRIBED COURSE;  
THENCE S 76'42'38" W A DISTANCE OF 60.00 FEET TO A POINT OF CURVATURE;  
THENCE THE FOLLOWING EIGHT COURSES BEING THE REAR AND SIDE LOT LINES OF BLOCK 5, THE WOODLANDS FILING NO.3;

- 1) THENCE 61.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT BEING NON TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 8'23'41", A RADIUS OF 420.00 FEET, AND A CHORD WHICH BEARS N 17'20'21" W., A DISTANCE OF 61.48 FEET TO A POINT NON TANGENT TO THE FOLLOWING DESCRIBED COURSE;
- 2) THENCE N89'52'39" W A DISTANCE OF 82.44 FEET;
- 3) THENCE N 68'17'56" W A DISTANCE OF 53.83 FEET;
- 4) THENCE N 26'44'46" W A DISTANCE OF 223.54 FEET;
- 5) THENCE N 43'58'24" W A DISTANCE OF 42.32 FEET;
- 6) THENCE N 76'18'29" W A DISTANCE OF 174.83 FEET;
- 7) THENCE N 80'29'16" W A DISTANCE OF 263.72 FEET;
- 8) THENCE S 19'59'42" W A DISTANCE OF 123.97 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FOXFIELD DRIVE AND A POINT OF CURVATURE;  
THENCE 19.88 FEET ALONG SAID RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 4'35'33", A RADIUS OF 248.00 FEET, AND A CHORD WHICH BEARS N 64'44'07" W., A DISTANCE OF 19.88 FEET TO A POINT NON TANGENT TO THE FOLLOWING DESCRIBED COURSE;

THENCE THE FOLLOWING NINE COURSES ALONG THE SIDE AND REAR LOT LINES OF BLOCK 3, WOODLANDS FILING NO.3;

- 1) THENCE N 23'27'41" E A DISTANCE OF 100.93 FEET;
- 2) THENCE N 18'30'26" W A DISTANCE OF 31.52 FEET;
- 3) THENCE N 54'40'48" W A DISTANCE OF 18.11 FEET;
- 4) THENCE N 24'09'16" W A DISTANCE OF 85.16 FEET;
- 5) THENCE N 08'46'55" W A DISTANCE OF 133.52 FEET;
- 6) THENCE N 26'22'25" W A DISTANCE OF 44.72 FEET;
- 7) THENCE N 33'48'28" W A DISTANCE OF 180.26 FEET;
- 8) THENCE N 51'15'57" W A DISTANCE OF 64.06 FEET;
- 9) THENCE S 63'48'14" W A DISTANCE OF 104.61 FEET TO A POINT ON THE WEST RIGHT OF WAY OF SAID FOXFIELD DRIVE AND A POINT OF CURVATURE;  
THENCE THE FOLLOWING THREE COURSES ALONG SAID RIGHT OF WAY;
- 1) THENCE 57.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 17'45'51", A RADIUS OF 184.61 FEET, AND A CHORD WHICH BEARS N 17'22'50" W., A DISTANCE OF 57.01 FEET TO A POINT OF CURVATURE;
- 2) THENCE 37.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED CURVE, HAVING A CENTRAL ANGLE OF 106'23'29", A RADIUS OF 20.00 FEET, AND A CHORD WHICH BEARS N 44'41'50" E., A DISTANCE OF 32.03 FEET TO A POINT OF CURVATURE;

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- 3) THENCE 42.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BRING TANGENT TO THE LAST DESCRIBED CURVE, HAVING A CENTRAL ANGLE OF 1°09'58", A RADIUS OF 2070.00 FEET, AND A CHORD WHICH BEARS S 81°31'27" E., A DISTANCE OF 42.13 FEET TO A POINT;  
 THENCE N 09°02'07" E A DISTANCE OF 59.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SADDLBACK DRIVE AND A POINT OF CURVATURE;  
 THENCE THE FOLLOWING SEVEN COURSES ALONG SAID RIGHT OF WAY LINE;
  - 1) THENCE 56.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT BEING NON TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 1°31'04", A RADIUS OF 2130.00 FEET, AND A CHORD WHICH BEARS N 81°43'15" W., A DISTANCE OF 56.43 FEET TO A POINT;
  - 2) THENCE N 82°28'47" W A DISTANCE OF 144.51 FEET TO A POINT OF CURVATURE;
  - 3) THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, AND A CHORD WHICH BEARS N 37°28'47" W., A DISTANCE OF 28.28 FEET TO A POINT NON TANGENT TO THE FOLLOWING DESCRIBED COURSE;
  - 4) THENCE N 82°28'47" W A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE;
  - 5) THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, AND A CHORD WHICH BEARS S 52°31'13" W., A DISTANCE OF 28.28 FEET TO A POINT TANGENT TO THE FOLLOWING DESCRIBED COURSE;
  - 6) THENCE N 82°28'47" W A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE;
  - 7) THENCE 141.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 26°45'39", A RADIUS OF 303.00 FEET, AND A CHORD WHICH BEARS S 84°08'23" W., A DISTANCE OF 140.24 FEET TO A POINT;
- THENCE THE FOLLOWING TWO COURSES ALONG THE SIDE AND REAR LOT LINES OF BLOCK 1, WOODLANDS FILING NO.3;
  - 1) THENCE N 23°19'51" W A DISTANCE OF 104.04 FEET;
  - 2) THENCE S 69°01'15" W A DISTANCE OF 64.22 FEET;
- THENCE N 83°43'36" W ALONG THE NORTH LINE OF TRACT A, WOODLANDS FILING NO. 3 A DISTANCE OF 284.92 FEET;
- THENCE N 10°32'30" E A DISTANCE OF 369.88 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 1;
- THENCE N 89°47'01" E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 2019.57 FEET TO THE TRUE POINT OF BEGINNING;
- SAID PARCEL CONTAINS 39.66 ACRES MORE OR LESS.

STATEMENT FOR CIVIL ENGINEER:

I, ELDON VON OHLEN, BEING A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF COLORADO, HEREBY ATTEST THAT ALL GRADING, UTILITY AND DRAINAGE IMPROVEMENTS IDENTIFIED ON THIS PRELIMINARY PLAT HAVE BEEN DESIGNED AND ENGINEERED IN-CONFORMANCE WITH ALL TOWN OF CASTLE ROCK PUBLIC WORKS CONSTRUCTION STANDARDS.

*Eldon Von Ohlen*  
 ELDON VON OHLEN, P.E. & L.S. NO. 6169  
 FOR AND ON THE BEHALF OF  
 MERRICK & COMPANY, P.E. & L.S.  
 STATE OF COLORADO  
 JN: 20011335  
 DATE: 11-8-98

(EXEMPLAR - NOT FOR EXECUTION)

EXHIBIT 2  
PUBLIC IMPROVEMENTS CONVEYANCE AND 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 \_\_\_\_\_ 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 citing 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:



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(EXEMPLAR - NOT FOR EXECUTION)

TRANSFeree:

TOWN OF CASTLE ROCK

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Engineering Division

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Public Works Department

(EXEMPLAR - NOT FOR EXECUTION)

EXHIBIT 3

DECLARATION OF RESTRICTION ON TRANSFER

WHEREAS, \_\_\_\_\_ ("Declarant") is the record owner of the residential lots ("Lots") platted as \_\_\_\_\_, recorded at reception no. \_\_\_\_\_, 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 surety to fully secure construction of certain public improvements in accordance with Town regulations, provided however, this restriction shall not prohibit a conveyance of the Lots to a homebuilder, which tenders to Town certification of its status as a homebuilder, and agreement not to further convey the lots to a homeowner, until this Declaration is released. Such instrument shall be acknowledged in writing by a Town official and recorded with the Douglas County Clerk and Recorder in order to clear the encumbrance of this Declaration against the homebuilder's title to the Lots.

THEREFORE, \_\_\_\_\_ declares and covenants as follows:

1. Restrictions. None of the Lots shall be conveyed by Declarant to any party other than a homebuilder until this Declaration is released or until \_\_\_\_\_, whichever event occurs first. 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 Subdivision Improvements Agreement recorded on \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_, Douglas County, Colorado, and submission of a warranty bond in compliance with Town regulation.

DATED this \_\_\_ day of \_\_\_\_\_, 1998.

By: \_\_\_\_\_

Its: \_\_\_\_\_



(EXEMPLAR - NOT FOR EXECUTION)

**RELEASE OF DECLARATION**

**WHEREAS,** \_\_\_\_\_ ("Declarant") executed a "Declaration of Restriction of Transfer" on \_\_\_\_\_, 1998, recorded at reception number \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, Douglas County, Colorado.

**WHEREAS,** the conditions for which the Declaration was made have been satisfied and the beneficiary of the Declaration, the Town of Castle Rock, has acknowledged same.

**THEREFORE,** \_\_\_\_\_ terminates the "Declaration of Restriction of Transfer" as referenced above, and the Town of Castle Rock, by its authorized officer consents to and releases Declarant from such Declaration and any lien or encumbrance against the lots created thereby.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

**COMPANY NAME**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONSENT TO RELEASE**

The undersigned officer of the Town states that the conditions imposed by the Town requiring the aforementioned Declaration have been satisfied and hereby consents to this Release.

DATED \_\_\_\_\_, 1998.

\_\_\_\_\_  
Representative of Town Engineering Department

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WATERLINE EASEMENT

(Woodlands Filing No. 9 Offsite Water Interconnect)

CDK Realty Corp., Inc., a Colorado Corporation and FRM Realty Corp., a Colorado Corporation (hereinafter collectively "Grantors"), hereby acknowledges receipt of Ten (\$10.00 dollars) and other good and valuable consideration from the Town of Castle Rock, a Colorado municipal corporation (hereinafter "Grantee"), in consideration which they hereby grant unto the Grantee, its successors and assigns, a permanent Waterline Easement to construct, operate, and maintain a 12-inch waterline interconnect including all bends, air relief valves, and other fixtures or devices used or useful in the operation of said improvements ("Waterline"), through, over, under, or across and along a route or course as said Waterline may be hereinafter constructed on the Grantors' property. The waterline is an interconnection between existing facilities in Woodlands Filing No. 3 and the existing 12-inch Woodlands Water Main. The permanent easement is more particularly described in Exhibit "A" attached hereto and made reference.

Together with the right to enter upon said premises for the purpose of surveying, testing, constructing, maintaining, operation, repairing, replacing, controlling, protecting, and using said Waterline, and to remove objects unreasonably interfering therewith, including the removal and/or trimming of trees. The Grantor reserves the right to use and occupy said premises for any

purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the Grantee's Waterline therein or use thereof.

Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the Waterline Easement granted, as described in Exhibit A, or to locate any mobile homes, trailer units or similar units thereon. Nothing contained herein shall prohibit Grantor from constructing walkways, landscaping, or other pedestrian improvements on the Easement, provided that Grantor obtains Grantee's approval to construct such improvements. Grantee's approval shall not be unreasonably withheld.

Grantee agrees to indemnify, hold harmless and defend Grantor for any claims, losses, costs (including attorneys fees) and damages arising out of the use or granting of the easements, or the construction, maintenance, repair, replacement or removal of Waterline therein. The Waterline constructed within the easement granted herein shall be underground, and shall be constructed in conformance with plans and specifications to be approved by the Town of Castle Rock, and per the alignment previously approved by Grantors.

After construction, repair, maintenance, replacement or potential modification of the Waterline within the easement by Grantee, the ground surface along said easement, which shall include trails and

landscaping improvements previously constructed by the Grantor, shall be regraded, seeded and otherwise restored by Grantee substantially to their original grade, condition, and use which prevailed immediately prior thereto, with the exception of tree replacement within the Easement area. Grantee shall take all reasonable measures including reseeding, if required, to assure the revegetation of the easement area. In case of permanent abandonment of said Waterline by Grantee, its successors or assigns, the right, privilege and interest granted in this Easement shall terminate.

The meaning of "Grantor" and "Grantee" shall include the plural and the feminine versions.

Signed this 30<sup>th</sup> day of November, 1995.

GRANTOR:

FRM REALTY CORP.  
A COLORADO CORPORATION

By: 

Title: VICE PRESIDENT

GRANTOR:

CDK REALTY CORP.  
A COLORADO CORPORATION

By: 

Title: VICE PRESIDENT

GRANTEE:

TOWN OF CASTLE ROCK, A  
MUNICIPAL CORPORATION

ATTEST:

By: 

Title: Town Clerk

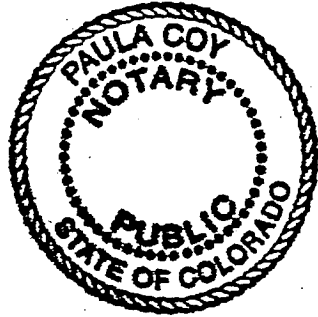
By: 

Title: Mayor

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The above and foregoing Waterline Easement was acknowledged before me this 30<sup>th</sup> day of November, 1995, by Patrick Vaughn as Vice President of CDK Realty Corp., a Colorado Corporation and by Patrick Vaughn as Vice President of FRM Realty Corp., a Colorado Corporation.

Witness my hand and official seal.



(Seal)

Paula Coy  
Notary Public

My commission expires:  
8/17/96

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 1995, by \_\_\_\_\_ Mayor and \_\_\_\_\_, Town Clerk of the Town of Castle Rock, a Colorado Municipal Corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:  
\_\_\_\_\_

9880780 - 10/08/98 14:09 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
\$165.00 - 22/ 33  
B1609 - P0854 -

LEGAL DESCRIPTION

A parcel of land 50 feet wide located in the West One-Half of Section 1, Township 8 South, Range 67 West of the Sixth Principal Meridian, Town of Castle Rock, County of Douglas, State of Colorado being 25 feet on either side of the centerline more particularly described as follows:

Commencing at the Northeast corner of Ridgetrail Drive, as shown on the recorded plat of THE WOODLANDS FILING NO. 4, recorded at reception no. 366637 of the records of said Douglas County, thence, along the Easterly line of said Ridgetrail Drive, South 16°29'46" West, a distance of 28.88 feet to the POINT OF BEGINNING;

Thence South 78°40'57" East, a distance of 60.00 feet to a point of curve; Thence along the arc of said curve to the right through a central angle of 61°57'40" a distance of 216.28 feet, a radius of 200.00 feet and a chord bearing South 47°42'07" East, a distance of 205.90 feet to a point of tangent; Thence South 16°43'18" East, a distance of 70.51 feet to a point of curve; Thence along the arc of said curve to the left through a central angle of 37°05'10" a distance of 356.00 feet, a radius of 550.00 feet and a chord bearing South 35°15'53" East, a distance of 349.82 feet to a point of tangent; Thence South 53°48'28" East, a distance of 107.05 feet to a point of curve; Thence along the arc of said curve to the right through a central angle of 14°42'09" a distance of 89.81 feet, a radius of 350.00 feet and a chord bearing South 46°27'24" East, a distance of 89.56 feet to a point of tangent; Thence South 39°06'19" East, a distance of 125.67 feet to a point of curve; Thence along the arc of said curve to the left through a central angle of 30°46'05" a distance of 107.40 feet, a radius of 200.00 feet and a chord bearing South 54°29'22" East, a distance of 106.12 feet to the POINT OF TERMINUS.

Containing 55,963 square feet or 1.285 acres, more or less.

The sidelines of said parcel of land to be lengthened or shortened to terminate at the Easterly line of said Ridgetrail Drive and the Easterly and Southerly lines of that parcel of land described in Book 1042 at Page 195 of the records of said Douglas County.

Basis of Bearings for this description is the West line of the North One-Half of the Southeast Quarter of said Section 1 being North 01°08'15" East.

*DuWayne M. Phillips*  
DUWAYNE M. PHILLIPS  
FOR AND ON BEHALF OF  
ROCKY MOUNTAIN CONSULTANTS, INC.  
DATE: 11/22/95  
COLORADO REGISTERED  
SURVEYOR  
NO. 9329  
PROFESSIONAL LAND SURVEYOR

THE WOODLANDS  
50' R.O.W.  
DOC. - WOOD50FT.LEG  
RMC JOB NO. 3120.001.00  
NOV. 22, 1995 JW

# EXHIBIT

9880780 - 10/08/98 14:05 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER.  
B1609 - P0855 - \$165.00 - 23/ 33

THE WOODLANDS  
FILING NO. 3  
RECPT. NO. 366636

NW CORNER  
S 1/2, NE 1/4  
SEC. 1  
T 8 S, R 67 W

SADDLEBACK DR.  
CANYON OAKS DR.  
P.O.C.  
P.O.B.

N 86°30'08" W  
10.12'

AREA =  
1.031 AC.



SCALE 1" = 300'

N 01°08'15" E  
BASIS OF BEARINGS

CENTER  
SEC. 1  
T 8 S, R 67 W

30' SAN. SEWER ESMT.  
RECPT. NO. 9457240

NUMBER	DELTA	RADIUS	LENGTH
C1	24°09'41"	260.00'	109.64'
C2	86°06'36"	185.00'	278.04'

NUMBER	DIRECTION	DISTANCE
L1	S 05°29'52" E	81.12'
L2	S 29°39'33" E	61.56'
L3	N 64°13'51" E	37.93'
L4	S 25°46'09" E	130.00'
L5	S 37°18'51" W	53.76'
L6	S 27°23'08" W	152.02'
L7	S 44°47'36" E	85.46'
L8	S 64°04'33" E	201.31'
L9	S 47°04'10" E	158.72'
L10	S 50°44'45" E	335.39'
L11	S 70°17'44" E	101.08'
L12	S 31°05'15" E	257.91'
L13	S 82°28'27" E	202.76'

20' WATER LINE ESMT.  
RECPT. NO. 9457240

P.O.T.

SHEET 2 OF 2  
ROCKY MOUNTAIN CONSULTANTS, INC.

THIS EXHIBIT DOES NOT REPRESENT  
A MONUMENTED SURVEY. IT IS ONLY  
INTENDED TO DEPICT THE ATTACHED  
DESCRIPTION.



8301 E. Prentice Ave. Suite 101 Englewood, CO 80111 (303) 741-6000 FAX (303) 741-6106

JOB NO. 3120.001.00 DATE NOV. 22, 1995 JW REVISED

9880780 - 10/08/98 14:09 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B1609 - P0856 - \$165.00 - 24/ 33

SEWERLINE EASEMENT

(Woodlands Filing No. 9 Outfall through Oriole Property)

Oriole Investments, Inc., a Colorado Corporation (hereinafter "Grantor"), hereby acknowledges receipt of Ten (\$10.00 dollars) and other good and valuable consideration from the Town of Castle Rock, a Colorado municipal corporation (hereinafter "Grantee"), in consideration which they hereby grant unto the Grantee, its successors and assigns, a permanent Sewerline Easement to construct, operate, and maintain a sewer trunkline including all manholes and other fixtures or devices used or useful in the operation of said improvements ("Sewerline"), through, over, under, or across and along a route or course as said Sewerline may be hereinafter constructed on the Grantor's property. The permanent easement is more particularly described in Exhibit "A" attached hereto and made reference.

Together with the right to enter upon said premises for the purpose of surveying, testing, constructing, maintaining, operation, repairing, replacing, controlling, protecting, and using said Sewerline, and to remove objects unreasonably interfering therewith, including the removal and/or trimming of trees. The Grantor reserves the right to use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the Grantee's Sewerline therein or use thereof.

Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the Sewerline Easement granted, as described in Exhibit A, or to locate any mobile homes, trailer units or similar units thereon. Nothing contained herein shall prohibit Grantor from constructing walkways, landscaping, or other pedestrian improvements on the Easement, provided that Grantor obtains Grantee's approval to construct such improvements. Grantee's approval shall not be unreasonably withheld.

Grantee agrees to indemnify, hold harmless and defend Grantor for any claims, losses, costs (including attorneys fees) and damages arising out of the use or granting of the easements, or the construction, maintenance, repair, replacement or removal of Sewerline therein. The Sewerline constructed within the easement granted herein shall be underground, and shall be constructed in conformance with plans and specifications to be approved by the Town of Castle Rock.

After construction, repair, maintenance, replacement or potential modification of the Sewerline within the easement by Grantee, the ground surface along said easement, which shall include trails and landscaping improvements previously constructed by the Grantor, shall be regraded, seeded and otherwise restored by Grantee substantially to their original grade, condition, and use which prevailed immediately prior thereto, with the exception of tree

replacement within the Easement area. Grantee shall take all reasonable measures including reseeding, if required, to assure the revegetation of the easement area. In case of permanent abandonment of said Sewerline by Grantee, its successors or assigns, the right, privilege and interest granted in this Easement shall terminate.

The meaning of "Grantor" and "Grantee" shall include the plural and the feminine versions.

Signed this 30<sup>th</sup> day of November, 1995.

GRANTOR:

ORIOLE INVESTMENTS INC.  
A COLORADO CORPORATION

By: 

Title: VICE PRESIDENT

GRANTEE:

TOWN OF CASTLE ROCK, A  
MUNICIPAL CORPORATION

ATTEST:

By: 

Title: Town Clerk

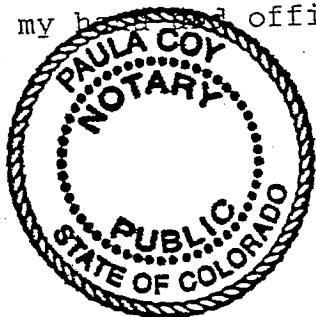
By: 

Title: Mayor

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The above and foregoing Sewerline Easement was acknowledged before me this 30<sup>th</sup> day of November, 1995, by Patrick Vaughn as Vice President of Oriole Investments, Inc., a Colorado Corporation.

Witness my hand and official seal.



(Seal)

Paula Coy  
Notary Public

My commission expires:  
8/17/96

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by \_\_\_\_\_ Mayor and \_\_\_\_\_, Town Clerk of the Town of Castle Rock, a Municipal Corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:  
\_\_\_\_\_



9880780 - 10/08/98 14:09 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B1609 - P0860 - \$165.00 - 28/ 33

Merrick & Company  
Mail: PO Box 22026 / Denver, CO / 80222 / USA  
Delivery: 2450 S. Peoria St. / Aurora, CO / 80014  
303/751-0741 / Fax 303/751-2581

**EASEMENT NO.1 DESCRIPTION**  
(SEWERLINE)

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 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:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, WHENCE THE NORTH QUARTER CORNER BEARS N89°47'01"E A DISTANCE OF 2586.30 FEET;  
THENCE S54°44'37"E A DISTANCE OF 612.28 FEET TO A POINT ON THE WESTERLY LINE OF "THE WOODLANDS FILINGS NO. 3 AND NO. 9", SAID POINT BEING THE POINT OF BEGINNING.

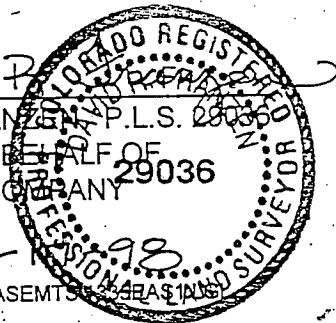
THENCE S10°32'30"W ALONG SAID WESTERLY LINE A DISTANCE OF 63.27 FEET;  
THENCE N11°55'01"W A DISTANCE OF 47.45 FEET;  
THENCE N53°34'27"E A DISTANCE OF 26.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 573 S.F.(0.013 ACRES), MORE OR LESS.

**BASIS OF BEARINGS:**

BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M. AS BEING N89°47'01"E (ASSUMED), AND BEING MONUMENTED BY A FOUND 10"X4" STONE WITH A CHISELED CROSS ON THE TOP ON THE WEST END AND A FOUND 3 1/4" ALUMINUM CAP LS 12046 ON THE EAST END.

*David R. Franzen*  
DAVID R. FRANZEN, P.L.S. 29036  
FOR AND ON BEHALF OF  
MERRICK & COMPANY  
JN:20011335  
DATE: 7-1-98  
I:\ACL\20011335\EASEMNTS





9880780 - 10/08/98 14:09 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
 B1609 - P0861 - \$165.00 - 29/ 33

Merrick & Company  
 Mail: PO Box 22026 / Denver, CO / 80222 / USA  
 Delivery: 2450 S. Peoria St. / Aurora, CO / 80014  
 303/751-0741 / Fax 303/751-2581

**EASEMENT NO.2 DESCRIPTION  
 (SEWERLINE & OUTFALL)**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 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:

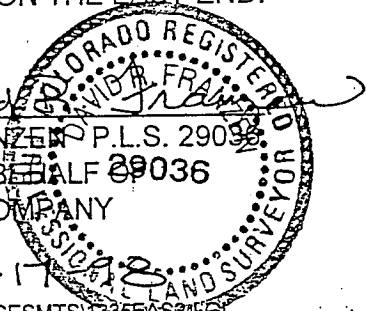
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, WHENCE THE NORTH QUARTER CORNER BEARS N89°47'01"E A DISTANCE OF 2586.30 FEET;  
 THENCE S47°12'54"E A DISTANCE OF 657.61 FEET TO A POINT ON THE WESTERLY LINE OF "THE WOODLANDS FILING NO.3", SAID POINT BEING THE POINT OF BEGINNING;  
 THENCE S10°32'30"W ALONG SAID WESTERLY LINE A DISTANCE OF 21.73 FEET;  
 THENCE S77°32'57"W A DISTANCE OF 141.85 FEET TO A POINT ON THE NORTHERLY LINE OF WOODLANDS FILING NO. 1;  
 THENCE N75°07'11"W ALONG SAID NORTHERLY LINE A DISTANCE OF 43.56 FEET;  
 THENCE N77°32'57"E A DISTANCE OF 189.04 FEET TO THE POINT OF BEGINNING.

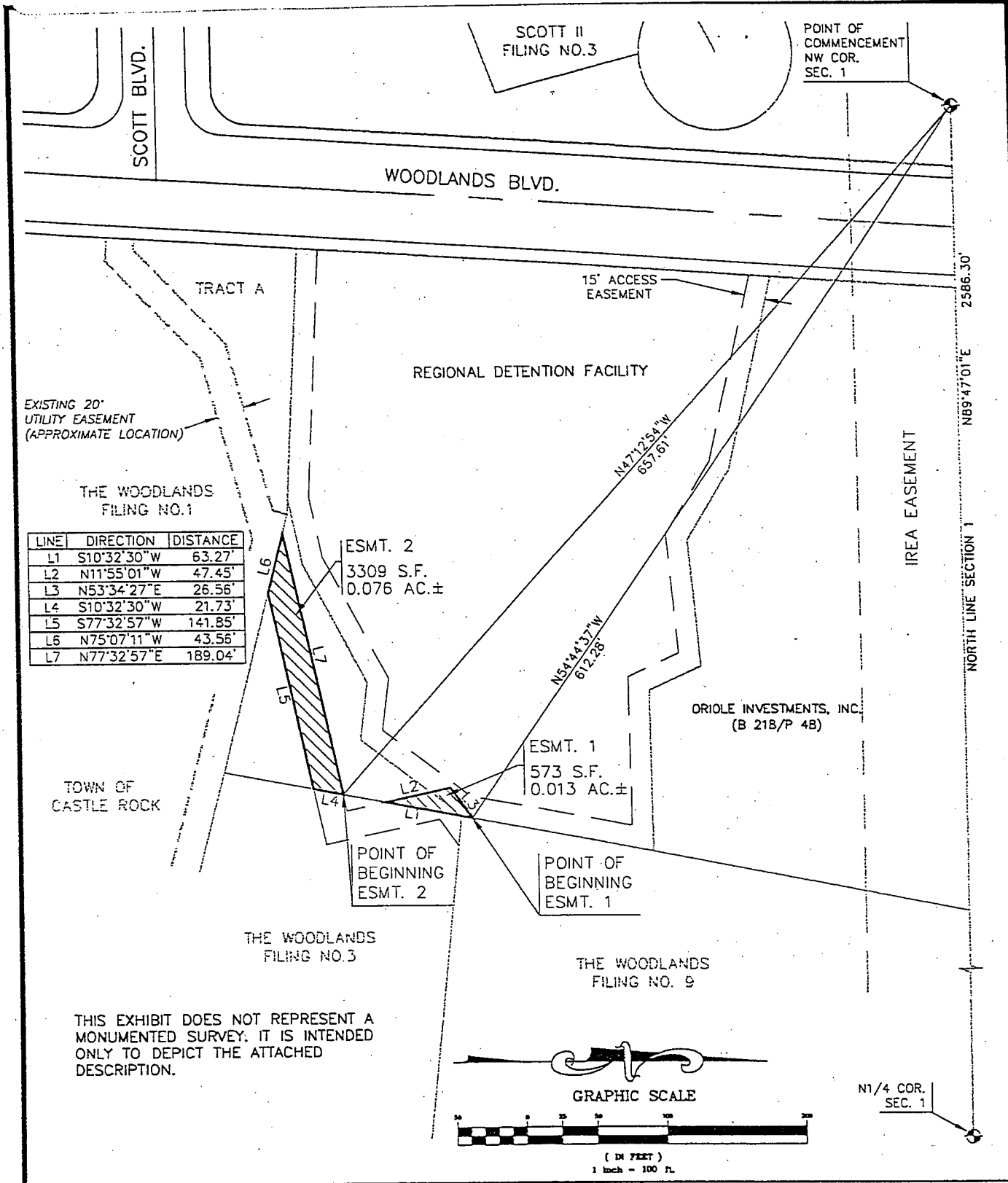
CONTAINING 3,309 S.F.,(0.076 ACRES), MORE OR LESS.

**BASIS OF BEARINGS:**

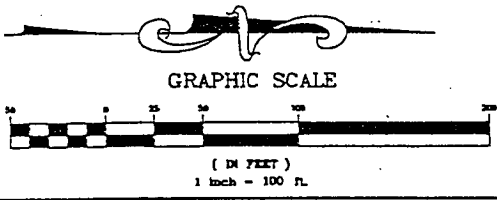
BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M. AS BEING N89°47'01"E (ASSUMED), AND BEING MONUMENTED BY A FOUND 10"X4" STONE WITH A CHISELED CROSS ON THE TOP ON THE WEST END AND A FOUND 3 1/4" ALUMINUM CAP LS 12046 ON THE EAST END.

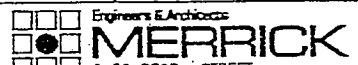
*David R. Franzen*  
 DAVID R. FRANZEN P.L.S. 29036  
 FOR AND ON BEHALF OF 09036  
 MERRICK & COMPANY  
 JN:20011335  
 DATE: 7-17-98  
 I:\ACL\20011335\EASESMTS\1335EAS2156L





THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



MERRICK PROJECT NO.: 20011335  
 CLIENT PROJECT NO.:  
 REVISION DESCRIPTION:  
 DRAWN: CML CHECKED: DRF  
 APPROVED: DRF DATE: 7/15/98 SCALE: 1"=100'  
  
 2450 PEORIA STREET  
 DENVER, COLORADO 80222  
 303/751-0741 FAX: 303/751-2561

**THE WOODLANDS.**  
 A PORTION OF SEC. 1, T. 8 S., R. 67 W. 6TH P.M.  
 TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS  
 STATE OF COLORADO

TITLE: **SEWERLINE & OUTFALL EXHIBIT EASEMENT 1 & 2**

REVISION: DRAWING NO.: 1335SEW.DWG SHEET NO.: 3 OF 3  
 I:\ACL\20011335\EASEMETS

9880780 - 10/08/98 14:09 - RETA A. GRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B1609 - P0863 - \$165.00 31/ 33

SPECIAL WARRANTY DEED

THIS DEED, Made this \_\_\_\_\_ day of November, 19 95,  
between ORIOLE INVESTMENTS, INC.,  
a Colorado Corporation

County of Arapahoe, State of Colorado, grantor(s) and  
THE TOWN OF CASTLE ROCK,  
a Colorado Municipal Corporation

whose legal address is  
680 N. Wilcox Street  
Castle Rock, Co. 80104

of the N/A County of Douglas, State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of Ten and no/100 DOLLARS,  
the receipt and sufficiency of which is hereby acknowledged; has granted, bargained, sold and conveyed; and by these presents do es grant,  
bargain, sell, convey, and confirm, unto the grantee(s), its heirs and assigns forever, all the real property, together with improvements,  
if any, situate, lying and being in the N/A County of Douglas, State of Colorado,  
described as follows:

Stormwater Detention Pond Site  
more particularly described on  
EXHIBIT "A", attached hereto  
and made reference

also known by street and number as: N/A  
assessor's schedule or parcel number: Book 218, Page 48 in the office of the Douglas County  
Clerk and Recorder

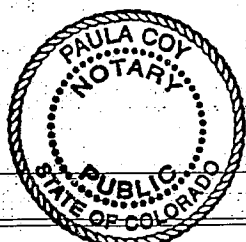
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and  
reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the  
grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs,  
and assigns forever. The grantor(s), for sel heirs and personal representatives or successors, do es covenant  
and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable  
possession of the grantee(s), its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by  
through or under the grantor(s).

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

ORIOLE INVESTMENTS, INC.  
By: [Signature]  
Title: VICE PRESIDENT

STATE OF COLORADO  
County of Arapahoe } ss.  
The foregoing instrument was acknowledged before me this 30th day of November, 1995,  
by Patricia Vaughn as Vice President of Oriole Investments, Inc.



Witness my hand and official seal  
My commission expires 8/1/96  
Paula Coy  
Notary Public

\*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (6 38-35-106.5, C.R.S.)



MERRICK

9880780 - 10/08/98 14:09 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER  
B1609 - P0864 - \$165.00 - 32/ 33

Merrick & Company  
Mail: PO Box 22025 / Denver, CO / 80222 / USA  
Delivery: 2450 S. Peoria St. / Aurora, CO / 80014  
303/751-0741 / Fax 303/751-2581

PROPERTY DESCRIPTION  
(DETENTION POND)

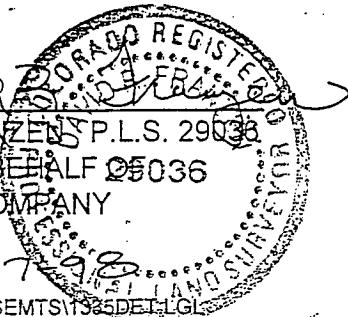
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1,  
TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF  
CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

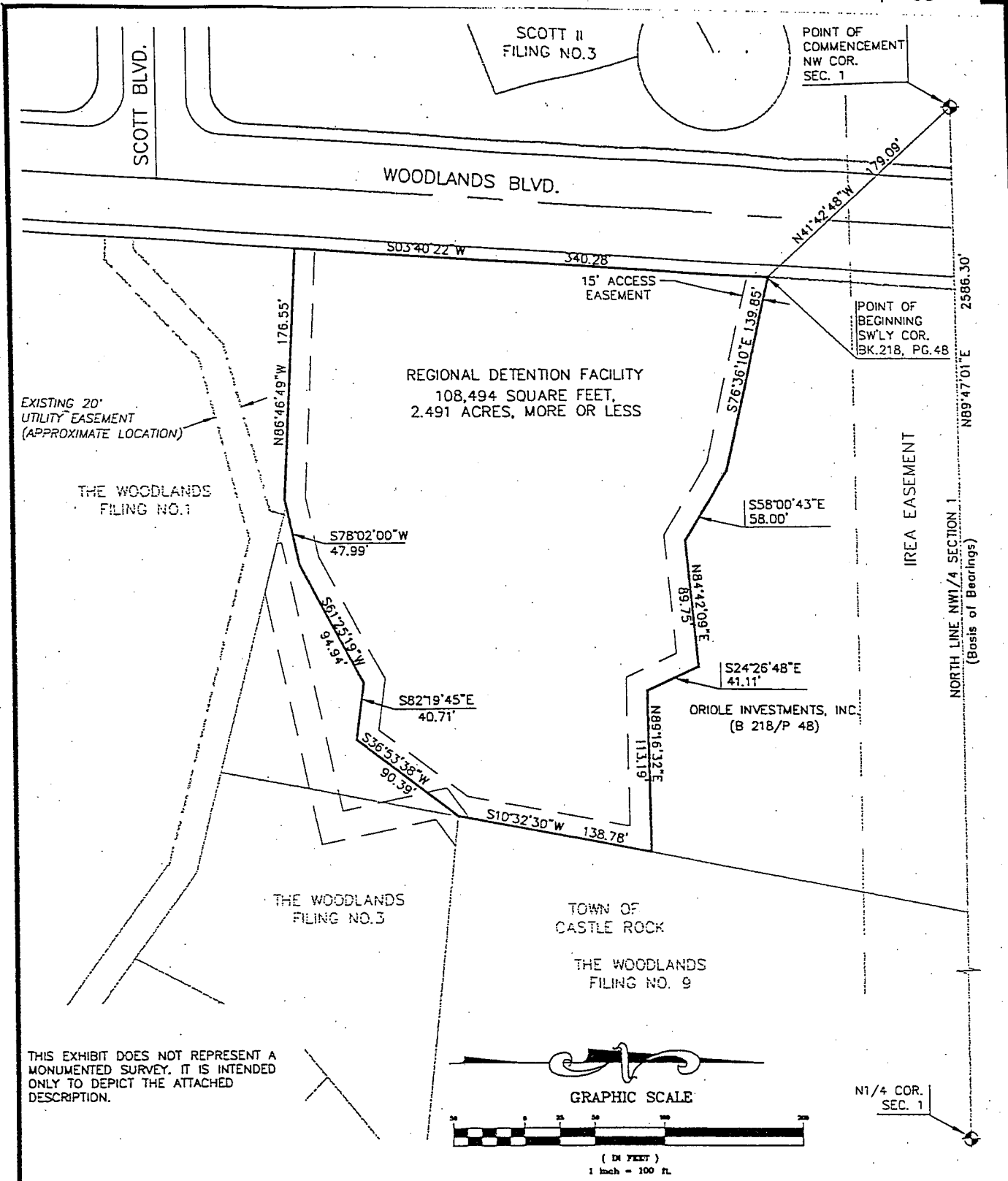
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, WHENCE THE  
NORTH QUARTER CORNER BEARS N89°47'01"E A DISTANCE OF 2586.30 FEET;  
THENCE S41°42'48"E A DISTANCE OF 179.09 FEET TO THE SOUTHWESTERLY CORNER  
OF A PARCEL OF LAND DESCRIBED IN BOOK 218, PAGE 48 RECORDED IN THE  
DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING THE POINT OF  
BEGINNING;  
THENCE S76°36'10"E A DISTANCE OF 139.85 FEET;  
THENCE S58°00'43"E A DISTANCE OF 58.00 FEET;  
THENCE N84°42'09"E A DISTANCE OF 89.75 FEET;  
THENCE S24°26'48"E A DISTANCE OF 41.11 FEET;  
THENCE N89°16'32"E A DISTANCE OF 113.19 FEET;  
THENCE S10°32'30"W A DISTANCE OF 138.78 FEET;  
THENCE S36°53'38"W A DISTANCE OF 90.39 FEET;  
THENCE N82°19'45"W A DISTANCE OF 40.71 FEET;  
THENCE S61°25'19"W A DISTANCE OF 94.94 FEET;  
THENCE S78°02'00"W A DISTANCE OF 47.99 FEET TO A POINT OF THE NORTHERLY  
LINE OF THE WOODLANDS FILING NO. 1;  
THENCE N86°46'49"W ALONG SAID NORTHERLY LINE A DISTANCE OF 176.55 FEET;  
THENCE N03°40'22"E A DISTANCE OF 340.28 FEET TO THE POINT OF BEGINNING.  
CONTAINING 108,494 S.F.,(2.491 ACRES), MORE OR LESS.

BASIS OF BEARINGS:

BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF  
SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M. AS BEING  
N89°47'01"E (ASSUMED), AND BEING MONUMENTED BY A FOUND 10"X4" STONE WITH A  
CHISELED CROSS ON THE TOP ON THE WEST END AND A FOUND 3 1/4" ALUMINUM  
CAP LS 12046 ON THE EAST END.

*David R. Franzen*  
DAVID R. FRANZEN P.L.S. 29036  
FOR AND ON BEHALF OF  
MERRICK & COMPANY  
JN:20011335  
DATE: 7-17-98  
I:\ACL\20011335\EASEM\TS\1335\DET.LGI





THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

MERRICK PROJECT NO.: 20011335	
CLIENT PROJECT NO.:	
REVISION DESCRIPTION:	
DRAWN: CML	CHECKED: DRF
APPROVED: DRF	DATE: 7/15/98
SCALE: 1" = 100'	
<p><b>MERRICK</b>                  Engineers &amp; Architects                  2450 PEGORIA STREET                  DENVER, COLORADO 80222                  303/751-0741 FAX: 303/751-2581</p>	

<h2>THE WOODLANDS</h2> <p>A PORTION OF SEC. 1, T. 8 S., R. 67 W. 6TH P.M.                  TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS                  STATE OF COLORADO</p>	
<h3>REGIONAL DETENTION FACILITY - EXHIBIT</h3>	
REVISION:	DRAWING NO.: 1335DET.DWG
	SHEET NO.: 3 OF 3
I:\ACL\20011335\EASEMETS	