Town Council
Agenda - Final

Mayor Jason Gray
Mayor Pro Tem Laura Cavey
Councilmember Ryan Hollingshead
Councilmember Kevin Bracken
Councilmember Mark Davis
Councilmember Max Brooks
Councilmember Tim Dietz

Tuesday, January 20, 2026 **6:00 PM** **Town Hall Council Chambers**
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. January 20, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

5:00 pm COUNCIL DINNER & INFORMAL DISCUSSION

6:00 pm INVOCATION

6:05 pm CALL TO ORDER / ROLL CALL

- PLEDGE OF ALLEGIANCE

- COUNCIL COMMENTS

- UNSCHEDULED PUBLIC APPEARANCES

Reserved for members of the public to make a presentation to Council on items or issues that are not scheduled on the agenda. As a general practice, the Council will not discuss/debate these items, nor will Council make any decisions on items presented during this time, rather will refer the items to staff for follow up.
Comments are limited to three (3) minutes per speaker. Time will be limited to 30 minutes. Residents will be given priority (in the order they signed up) to address Council, followed by non-residents representing Castle Rock businesses, then non-residents and businesses outside the Town of Castle Rock, as time permits.

- TOWN MANAGER'S REPORT

1. ID 2026-005 **Update: Calendar Reminders**

2. ID 2026-006 **Update: Monthly Department Reports**

3. ID 2026-007 **Update: Legislative Update**

4. ID 2026-008 **Briefing from Castle Rock Water: Water Quality Maintenance update; Chatfield Watershed Authority (CWA) By-laws Update; and Drought/Snowpack Update**

5. ID 2026-009 **Development Services Project Updates**

6. ID 2026-010 **Update: Quasi-Judicial Projects**

- TOWN ATTORNEY'S REPORT

- ACCEPTANCE OF AGENDA

If there are no changes, additions or deletions to the agenda, a motion to accept the agenda as presented will be accepted.

- CONSENT CALENDAR

These items are generally routine in nature or have been previously reviewed by Town Council and will be voted on in a single motion without discussion. Any member of Town Council may remove an item from the Consent Calendar.

7. ORD 2026-002 **Ordinance Amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code Regarding the Disposition and Lease of Real Property Owned by the Town (Second Reading - Approved on First Reading on January 6, 2026, by a vote 7-0)**

8. RES 2026-005 **Resolution Approving the Second Amendment to the Infrastructure Development and Purchase Agreement Between the Town of Castle Rock, Acting by and Through the Castle Rock Water Enterprise, and Tallgrass Colorado Municipal Water, LLC** *[Lost Creek area of Weld County, Colorado]*

9. MIN 2026-002 **Minutes: January 6, 2026 Town Council Meeting**

- ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

Public comment will be taken on items and limited to four (4) minutes per speaker.

10. ORD 2026-001 **Ordinance Amending the Town of Castle Rock's Zone District Map by Approving Amendment No. 7 to the Crystal Valley Ranch Planned Development Plan and Zoning Regulations (Second Reading - Approved on First Reading on January 6, 2026, by a vote of 4-3)** *[located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road]*

11. ORD 2026-003 **Ordinance Approving the First Amendment to the Dawson Trails Development Agreement (First Reading)** *[property located west of Interstate 25 and north and south of Territorial Road]*

12. DIR 2026-001 **Discussion/Direction: America 250 - Colorado 150 Grants**

13. RES 2026-006 **Resolution of the Town Council of the Town of Castle Rock Approving the Renaming of South Interstate 25 Road to South Wilcox Street** *[from Plum Creek Parkway to Crystal Valley Parkway]*

14. RES 2026-007 **Resolution Approving the Third Amendment to Master Services and Purchasing Agreement with Axon Enterprise, Inc., for the Castle Rock Police Department**

15. ORD 2026-004 **Ordinance Amending Various Sections of the Castle Rock Municipal Code Regarding Board and Commission Membership, Absences, Term Limits, and Meetings (First Reading)**

16. DIR 2026-002 **Discussion/Direction: Planning Commission and the Comprehensive Plan (Chapter 2.16)**

17. RES 2026-008 **Resolution Approving Intergovernmental Agreements by and Between the Town of Castle Rock, Acting by and Through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District, for the Purchase and Sale of Rights in the WISE Project and WISE Infrastructure Capacity and for the Delivery of Water** *[WISE water to be used throughout Castle Rock Water's service area]*

18. RES 2026-009 **Resolution Approving the Second Amendment to the Amended and Restated Intergovernmental Agreement Between the Town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment System**

- ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

The Council has reserved this time only if the original 30 minutes allocated for Unscheduled Public Appearances as an earlier part of this agenda has been fully exhausted and speakers who signed up to speak were unable to be heard during the original 30 minutes allocated this topic.

- ADJOURN TO EXECUTIVE SESSION - NOT TO RETURN

19. EXEC 2026-001 **Executive Session: Consider a motion to recess into executive session for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock**

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 1. **File #:** ID 2026-005

To: **Honorable Mayor and Members of Town Council**

From: **David L. Corliss, Town Manager**

Update: Calendar Reminders

Executive Summary

Attached is an outline of upcoming items of general interest.

TOWN COUNCIL MEETING

TOWN MANAGER'S REPORT

DAVID L. CORLISS, TOWN MANAGER
JANUARY 20, 2026

UPCOMING CALENDAR ITEMS

3 FEB	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
7 FEB	**Fire & Rescue Department Annual Awards Banquet, 6 p.m.** The Oaks at Plum Creek, 321 Players Club Drive
16 FEB	**Presidents' Day Holiday – Town Offices closed** Recreation Center, MAC and Cantril School normal hours
17 FEB	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
3 MAR	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
24 MAR	**Special Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** – replaced March 17 Town Hall Council Chambers

HIGHLIGHTS from CRgov.com/**Events**

21 JAN	Coffee with a Co-Responder, 8 to 10 a.m. Nixon's Coffee House, attached to Cherry Hills Community Church 3900 Grace Blvd., Highlands Ranch
31 JAN	Winter Ball, 6 to 9 p.m. James R. Sullivan Events Center at the Douglas County Fairgrounds
4 FEB	Colorado Bluebird Project – Open House, 7 to 8 p.m. Millhouse, 1381 W. Plum Creek Parkway
18 FEB	Colorado Bluebird Project – Volunteer Monitor Training (opt. 1), 4 to 5:30 p.m. Millhouse, 1381 W. Plum Creek Parkway
26 FEB	Colorado Bluebird Project – Volunteer Monitor Training (opt. 2), 6:30 to 8 p.m. Millhouse, 1381 W. Plum Creek Parkway

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 2. **File #:** ID 2026-006

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Shannon Eklund, Executive Assistant

Update: Monthly Department Reports

Executive Summary

Attached are the Monthly Department Reports for activity in December 2025.

Development Services

December 2025 Monthly Report

Inside this issue:

Page 2: Employee Recognition

Page 4: New Land Use Submittals

Page 5: Actions and Updates

Page 7: Development Snapshot

Find more information on our Development Activity page.



DISTINCT TOWN IDENTITY | RESPONSIBLE GROWTH

TOWN OF CASTLE ROCK FOUR CORNERSTONES

COMMUNITY SERVICES | THRIVING ECONOMY

100 N. Wilcox Street
Castle Rock, CO 80104
720-733-2200

Subscribe now to get **Monthly Development Highlights** in your inbox!

View **past issues** of the Development Highlights Newsletter.

We'd like to hear from you! You could win a **$25 gift card** for completing our **Customer Service Survey**.

News from the Director

Although this winter has been relatively mild, Colorado's snowiest months are still ahead. Now is a good time to review the Town's snow removal requirements.



Tara Vargish, PE
Director
Development Services

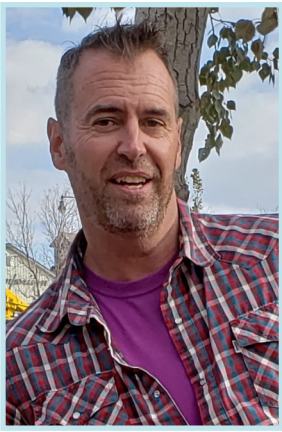
Town Code requires all businesses and residential property owners or tenants to clear snow and ice from sidewalks within 48 hours of a storm that brings 2 inches or more of accumulation. Corner properties must clear both the front and side sidewalks, and residents should keep curbs and gutters free of ice to ensure proper drainage.

The Town has invested in two ice-breaking attachments to address major buildup. To request ice breaking in a specific area, **email Public Works** or call **720-733-2462** for evaluation. If you notice a sidewalk that may be in violation of the Code, you can report your concern online.

Following these guidelines helps keep walkways safe and accessible throughout the winter season. For more information about how the Town manages snow and plowing, visit **CRgov.com/Snow**.

Employee Recognition

Staff Anniversaries and New Employees



Congratulations to Sean Davin, Sr. Construction Permit Specialist, on 26 years with the Town!



Congratulations to Ken Torres, Sr. Plan Review Engineer, on 8 years with the Town!



Welcome to Joseph Carbaugh, on joining the Town as a **Combination Building Inspector I**!



Welcome to Shawn Valenzuela, on joining the Town as a **Combination Building Inspector II**!



Employee Recognition

Customer Service Survey

Fill out our Customer Feedback Survey to let us know how we are doing! Your participation will automatically enter you into a drawing for a **$25 gift card** to a local Castle Rock business. Feedback Surveys can be found online and at the bottom of staff email signatures.

You may also receive an email requesting feedback after we complete your services. Your feedback is valuable to us! All responses are anonymous unless you request to be contacted. Fill out a survey today!

392 surveys distributed
17 December responses

Here are some comments from our customers in December:

- "I work with multiple building departments throughout Colorado, Wyoming, Utah and South Dakota. Castle Rock has always been very consistent over the years. **Cindy Brooks** was very helpful throughout the process."
- "**Colby Riggins** was very responsive to my phone calls and was able to help my family with the process of getting a permit and inspection done in Castle Rock. I would highly recommend speaking with him because he is a great listener and cares about the client."
- "Thank you."
- "Thank you for keeping the permit process fairly simple...CR is one of the easier Depts."
- "**Tammy King** was very helpful and responded to my brief inquiry immediately!"
- "Great service and very professional."
- "The staff is pleasant and works hard to keep us up to date…"



New Land Use Submittals

Administrative Projects

Administrative land use submittals are reviewed and processed by staff, according to Municipal Town Code, and do not require public hearings. All land use submittals go through a rigorous review by Development Services, Castle Rock Water, Public Works, Fire, and Parks and Recreation.

Costco Site Development Plan
Façade, square footage addition to accommodate food service preparation, and landscaping design revisions for future Costco, located northwest of future Crystal Valley Parkway Interchange.

Dawson Trails, Filing 2
Drainage and grading infrastructure design revisions, located in areas south of Territorial Road and Dawson Ridge Boulevard intersection.

Dawson Trails, Filing 2, Amendment 4
Replat and subdivision improvements agreement amendment for Tract A to create four lots and two tracts, located between Dawson Trails Boulevard and Gambel Ridge Boulevard.

Lanterns, Filing 3
Replat to reconfigure lot lines common to lots 10, 11 and 12, located on Alumroot Street.

Liberty Village, Minor PD Amendment
Minor Planned Development Amendment, to permit other public facilities such as a fire station and logistics facility in a small area of open space district, located on the northeast corner of Castle Oaks Drive and Rocky View Road.

Meadows Grading
Grading only construction documents and erosion control plans for future mixed-use commercial project, located southeast of Meadows and Limelight.

Meadows, Small Cell
Construction documents for small cell facility, located at Distant Rock Avenue and Low Meadow Boulevard.

Meadows, Toyota Dealership
Construction documents for proposed 95,325 square-foot Toyota sales and service center, located northeast of Timber Mill Parkway and North Meadows Drive intersection.

Promenade, Whataburger
Site development plan for 3,380 square-foot Whataburger fast food restaurant with drive-thru located east of Promenade Parkway and Alpine Vista Circle roundabout.

The Brickyard, Phase 1A
Erosion control revisions due to design changes to Prairie Hawk Drive construction documents triggered by CORE infrastructure impacts to original design.

Town project, Fire Department
Plat and sanitary sewer main extension construction documents for Fire Station 156 and Logistics Facility, located on the northeast corner of Castle Oaks Drive and Rocky View Road.

Wilcox Street/South Street, Small Cell
Construction documents for small cell facility.

Boards and Commissions

Development Services manages five boards and commissions for building appeals, variance hearings, and land use cases. Comprised of local residents and business owners appointed by the Town Council, they make community-driven decisions aligned with local interests, contributing to balanced local development initiatives.

Board of Adjustment

December 4, 2025

The Board of Adjustment held its regularly scheduled meeting and heard a request for a rear-yard setback variance for an existing deck and proposed deck cover located on Scarlet Oak Court. The Board found that all BOA criteria were met and approved the request by a vote of 3 to 0.

Design Review Board

December 10, 2025

Meeting canceled.

December 24, 2025

Meeting canceled.

Historic Preservation Board

December 3, 2025

The Historic Preservation Board held its regularly scheduled meeting on Wednesday evening, which included one public hearing item. With a vote of 6 to 0, a Local Restoration Grant in the amount of $15,000 was approved for the Little School on Perry Street—also known as the Saunders House—located at 203 N. Perry Street. The grant will support reimbursement for rehabilitation work that has recently been completed in accordance with the previously approved Landmark Alteration Certificate, as well as the preservation of a historic well that was discovered on the property during construction.

Planning Commission

December 11, 2025

The Planning Commission held its regularly scheduled meeting and reviewed **the Canyons Far South Site Development Plan** for a 409-acre property near Crowfoot Valley Road and Founders Parkway. The plan includes 515 residential units, along with public open space, parks, roadway improvements, and future commercial areas. Staff found the plan consistent with Town policies and code requirements, and the Commission unanimously recommended approval to Town Council (6–0).

The Commission also reviewed an amendment to the **Crystal Valley Ranch Planned Development Plan** to shift the current planning area that allows residential development 45 feet to the west, and increase the public land dedication buffer on the east side adjacent to an existing neighborhood. Staff found the amendment met approval criteria, and the Commission unanimously recommended approval to Town Council (6–0).

December 25, 2025

Meeting canceled.

Town Council

Development Services typically presents items to Town Council for approval following a thorough review and recommendations from our Boards and Commissions.

December 2, 2025

Town Council held its regularly scheduled meeting and reviewed a resolution approving **a Site Development Plan for the Unity on Wolfensberger** project. The proposal includes renovating the former Quality Inn building into a multi-family residential development with 24 housing units. The first floor will be used for Wellspring Community offices, day programs, and services supporting individuals with intellectual and developmental disabilities (IDD), while the upper floors will provide market-rate housing, with half of the units available to individuals with IDD. Town Council approved the resolution unanimously with a 7–0 vote.

WELLSPRING COMMUNITY



Vicinity map of Unity on Wolfensberger Site Development Plan.



Rendering of Unity on Wolfensberger project, the former Quality Inn building.

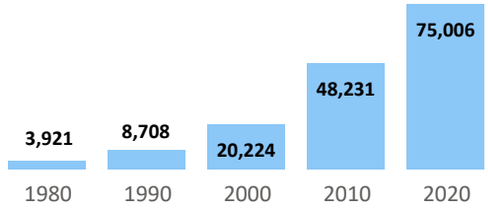
TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: December 2025

Population

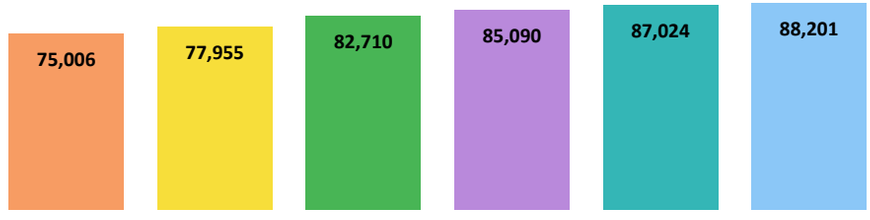
88,201

Estimated Population based on the total number of occupiable residential units

Historic Population



Recent Population



Zoning Division

Zoning staff process numerous code enforcement actions each month, from rubbish, abandoned vehicles and setback encroachments to illegal uses. They respond to complaints from the community, visit sites to determine compliance and issue Notices of Violation as necessary. Our inspection team removes hundreds of illegal signs encroaching into Town rights-of-way. Staff reviews all business licenses, temporary use permits and sign permits for zoning compliance.

5 Sign Permits Issued

0 Temporary Use Permits Issued

40 Code Compliance Cases Opened



- Sign Compliance Responses 3
- Notices of Violation Sent 23
- Signs Removed from the Right of Way 163
- Business Licenses Reviewed 23
- Site visits 94

Planning/Development Review

The Planning and Development Review teams process numerous submittals each month. These core service levels are reported for all land use projects, including projects that go through public hearings and projects that are under administrative review.

Pre-Applications

10
New Pre-Applications This Month

108
Year-to-Date Pre-Applications

26%
Pre-Applications that advanced as new projects over the previous 12 months

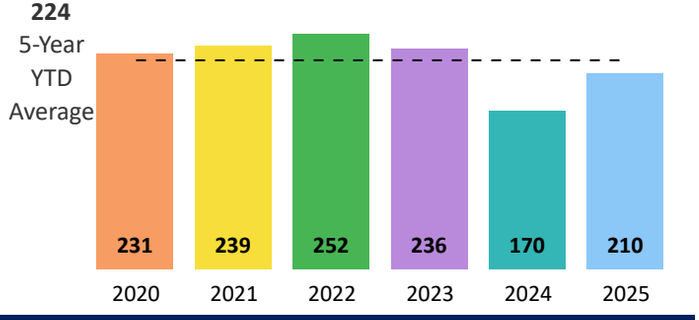
A pre-application meeting is required prior to any land-use submittal. Meeting may review conceptual ideas that never lead to a formal submittal.
Pre-applications expire and must be resubmitted after 12 months.

New Development Applications

12 New Development Project Applications this Month

4 Other Project Applications this Month

Year-to-Date Development Applications



Development Reviews

Monthly Reviews Completed

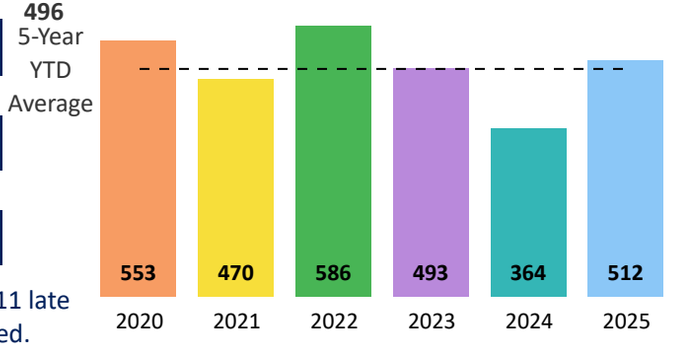
6 First Reviews

19 Second Reviews

13 Third Reviews or More

*on time with the exception of 11 late reviews due to being short staffed.

Year-to-Date Planning/Development Reviews



TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: December 2025

Building Division

Building Division staff process hundreds of building permits a month, ranging from simple permits like a new hot water heater or deck, to constructing an entire new home or commercial building. Our inspection team conducts thousands of inspections each month to determine code compliance. We report on the following levels of service monthly, although they are just a snapshot of some of the work we do.

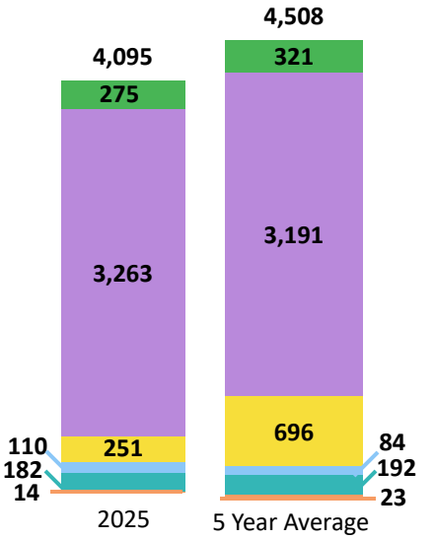
Development Services staff process permits, conduct inspections, respond to code violations and review plan submittals each month. This snapshot highlights staff activity during the previous month for the Zoning Division, Building Division and Planning/Development Review. Information on previous months can be found on the Town's website.

Building Permit Applications Received

Year-To-Date Building Permit Applications Received

	2025
COMMERCIAL NEW	14
COMMERCIAL OTHER	182
COMMERCIAL REMODEL	110
RESIDENTIAL NEW	251
RESIDENTIAL OTHER	3,263
RESIDENTIAL REMODEL	275
Total	**4,095**

	5 Year Average
COMMERCIAL NEW	23
COMMERCIAL OTHER	192
COMMERCIAL REMODEL	84
RESIDENTIAL NEW	696
RESIDENTIAL OTHER	3,191
RESIDENTIAL REMODEL	321
Total	**4,508**





119 Building Fees Calculated: 109 Within 3 days

294 Building Permits Issued

975 Inspections Completed: 967 Within 24 Hours

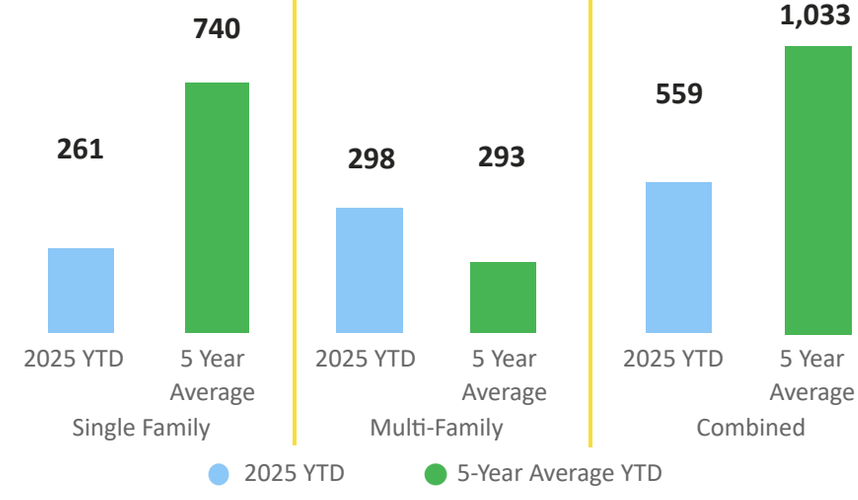
Building Permits Issued

16 Single Family Permits Issued this Month

0 Multi-Family Units Issued this Month

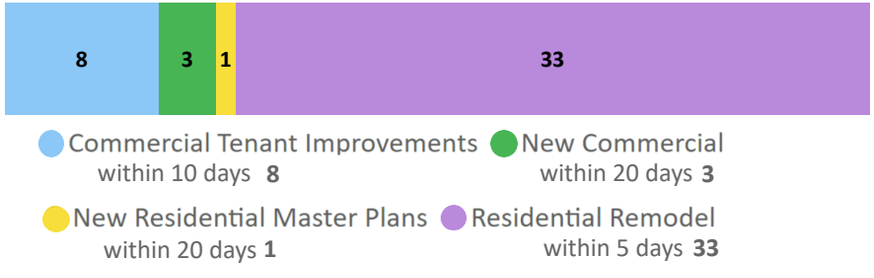
183k Square Feet of Commercial Space Permitted Year-To-Date

108% Commercial Space Permitted Compared to the 5 Year Year-To-Date Average



Building Permits Reviewed

Monthly Building Permit Reviews by Type

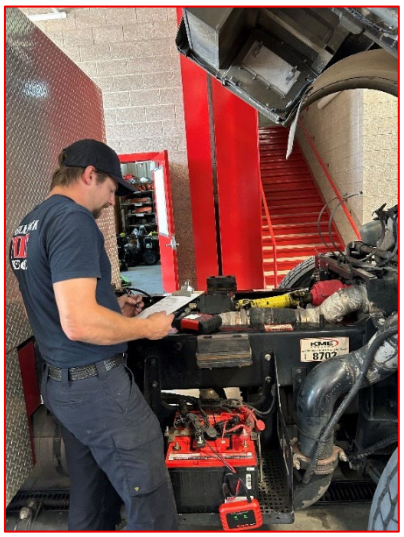


Castle Rock Fire and Rescue Department

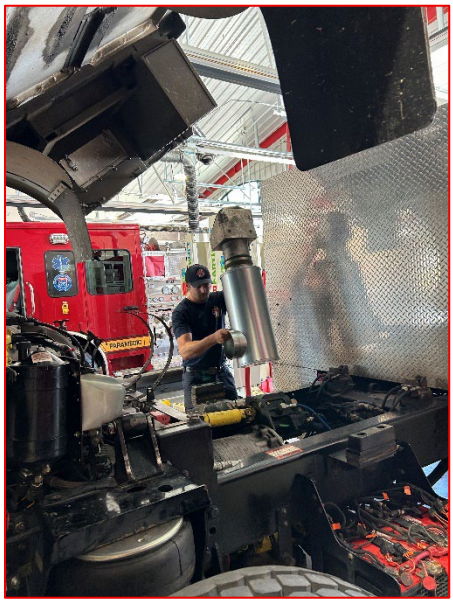
An Internationally Accredited Fire Rescue Agency Since 2012

December 2025 Monthly Report

Department News: A few pics of Max Walter, Emergency Vehicle Technician, working on one of our Engines







Vision - To Be The Best - at providing emergency and prevention services
Mission - High Customer Satisfaction - through quality preparation and excellent service
Values - Strength, Honor, Integrity, Excellence, Leadership, Dedication, Service

Operations Division:

Deputy Chief Oren Bersagel-Briese

Deputy Chief Commentary:

Congratulations to Mike Zukowski for his well-deserved retirement after serving the citizens of Castle Rock for more than 25 years. When Mike started, he and I were assigned to putting a second medic unit in service – but only during high-use parts of the week. Our schedule was Wednesday through Sunday from noon to midnight, and while it wasn't the easiest schedule, Mike focused on the fact that it was what the department needed.

Mike's professional legacy will be centered on his deep passion for helping others, his commitment to the brothers and sisters at the CRFD (including everything he did for Jeff Dunn), a bit of pragmatic quirkiness, his joy of being a dog handler for COTF-1, and some great chili. Congrats, Mike!

NERIS: We were able to begin testing on the new NERIS incident reporting platform in the second half of the month, and are appreciative of the lieutenants who volunteered to pilot the new system. The department is mandated to move to that platform on January 1, and we anticipate that we'll see continuing system changes and reporting requirements over the next few months. Thank you for everyone's patience through this change!

EMS: BLS Attending training was completed for the department and the updated program will go live in January. Training was also provided for the Transition Academy, and we've been working with Training on the plan for 2026's EMS training. We continue to work through response considerations at Banyan and have seen more than a 30% reduction in our average monthly responses to their facility, while we continue to see increases in other areas of EMS response. Dr. McDaniel is now officially functioning as our medical director and we'll continue to make the transition to his leadership over the next few months. The EMS shift leads have already made an impact and have become a resource for communication for each shift. Lastly, we are addressing equipment issues as they arise, and appreciate everyone's willingness to bring these to our attention.

Special Operations: Leads continue to prepare for the upcoming regional Tech Rescue Academy and planning for next year's department-level trainings. We attended several regional meetings, including the South Area Spec Ops meeting and one focused on hazmat and active threat. Finally, Andrew Kopp is our new Trench Rescue Lead and is working with Seth Roan and Troy Robberson as he transitions into that role.

Pipes and Drums: The band concluded 2025 with a busy month, playing at the Highlands Ranch Law Enforcement Academy graduation ceremony, the LODD funeral service for Adams County Sheriff's Office Commander Karl Smalley, the 25-02 West Metro Fire Academy graduation ceremony, and Mike Zukowski's retirement ceremony.

Apparatus: Engine 156's completion has been scheduled for mid-January at Pierce and members of the Apparatus Team will travel to Wisconsin for the final inspection. Brush 156's repairs are also completed, and Ben Jennings will travel to South Dakota to conduct an inspection prior to bringing it to Castle Rock.

We are currently working on the following projects:

- Station 156 design
- SOG/Admin Directive updates
- Station 155 updates for M155
- New reserve engine in-service process
- Updating our bunker gear spec
- 2026 training plans for EMS/SpecOps

We also:

- Taught at the ALT school
- Completed a ride-along with C-Shift
- Held a Health and Fitness Team meeting
- Attended a Town IT Strategy Committee meeting
- Participated in Aurora's Division Chief interview process

Customer Service:

Measurable Outcomes - Rating of 4 or better on customer survey cards 100% of the time
December 2025…100%

Of the 16 customer survey cards we received in December, all had an had an overall rating of 5. Some of the comments we received were*: "I've never had a better experience with emergency personnel. Thank you!"* Another read; *"All were respectful, concerned & attentive to my needs. I couldn't have had better service."* Another read; *Great job Station 155. I was in a lot of pain (back) and they took special care to carry me in a special transport bag out to the gurney. A little difficult getting an IV stick. Took a couple of tries but my veins are a bit squirrely."*

Operations Response Information

Report Key:	
BC = Battalion Chief	CH = Chief Officer
Q = Quint	SQ = Squad (rope and water rescue)
E = Engine	BR = Brush Truck
M = Medic	SMFR = South Metro Fire and Rescue
SAFE = Safety and Training Officer	FLSD = CRFD Fire and Life Safety Division

Call Statistics:

For December, we responded to 669 calls for service. For the year, we have now responded to 7,403 calls, which is 335 more than at the same point in 2024. We averaged 21.5 calls per day for the month.

Of the 669 calls this month, 12 were fire-related, 34 were motor vehicle crashes, 88 were service in nature, 382 were EMS calls, 73 were good intent calls, 63 were alarms, and the remaining

were miscellaneous. In December, we transported 328 patients to area hospitals, with 261 transported to Castle Rock, 51 to Sky Ridge, and 16 to other facilities.

For a more detailed breakdown of our operational data, [click here]

Significant Incidents:

In December, CRFD responded to nine cardiac arrests.

Busiest Fire Station	Busiest Engine/Quint	Busiest Medic Unit
Sta151 with 438 responses	E154 with 244 calls	M154 with 180 calls

A-Shift:

- December 23: BC151, CH151, E154, M151, M153 BR151, BR152, BR153, BR159, SAFE151, BUR153, BUR159 responded to a wildland urban interface fire.

B-Shift:

- December 2: BC151, M154, SAFE151 assisted West Douglas with a residential structure fire.
- December 9: BC151, CH152, Q155, E154, M155, SAFE151 responded to a locomotive train fire.
- December 22: BC151, Q151, BR153, M153 assisted Franktown with a residential structure fire.

C-Shift:

- December 31: BC151, CH158, Q151, M151, SQ155, SAFE151 responded to a medical issue on the trail around the top of the rock.



FF/PM Wendland earning her PM helmet front piece

Department members at the recruit academy graduation



Administration Division:

Fire Chief Norris Croom

Key Admin Issues:



After 25 years of service, FF/PM Mike Zukowski retired on December 29th. Earlier in the month, Mike received the 2025 First Responder of the Year from the Masonic Douglas Lodge 153.

During Mike's tenure, he served in a variety of positions, played bagpipes in the Pipes and Drums, was Chief Cook for the annual chili supper for a number of years, and most notably, as a search dog handler for Colorado Task Force 1. Congratulations Mike!

On December 19th, our seven recruits graduated from the joint West Metro Fire Academy with our own FF/EMT Chris Sison receiving the Top Recruit Award. They are now in the transition academy here, and should move to their line assignments in January. Congratulations to all and welcome!

We have developed a scope of work (SOW) with the Colorado State Forest Service for mitigation of about 20 acres of the forested portion of the Metzler Family Open Space along Crowfoot Valley Road. We are still working with the Douglas Land Conservancy (DLC) to obtain approval before we can put this out to bid.

We are working to schedule Council approval for the entire Station 156 project in February or March once financing has been secured, and then construction to begin soon thereafter. We have multiple submittals already in to Development Services, to include construction drawings, replat application, etc., and are working on the review comments. We have not encountered any significant challenges so far, and continue to work on coordination between all involved.

Fire Chief Commentary:

Due to continued dry and windy weather conditions, Stage 1 Fire Restrictions were implemented in Town as well as by Douglas County. We participated in a number of meetings with Douglas OEM and Xcel as they implemented Public Safety Power Shutoffs (PSPS) throughout the front range due to high fire danger. While the Town was not included in these as we are served by CORE, we were prepared to assist elsewhere if needed.

While we have been fortunate in not having many grass/brush fires during this time, we did respond to a 1-acre grass fire in Crystal Valley on December 23rd. The fire was quickly contained due to aggressive work by our crews, and the cause was determined to be fireworks. We had several crime stopper tips, and our investigators are continuing to work on follow-up.

I participated in the HR Manager interviews at the request of the Town Manager's office. At the conclusion, we had a solid recommendation to move forward in the process, and that individual was given a conditional offer pending the background check process. If all goes well, they will hopefully start in January.

Bob Norton, with Norton Development Group, submitted his recommendations and plan for the next steps based on the interviews he conducted in November. I have reviewed his recommendations, and we will be moving forward with a number of them to start.

We have dates blocked in January and February for in person training with him, and we will evaluate how to proceed at the conclusion of these trainings.

A few pictures from Mike Zukowski's retirement









Fire and Life Safety Division:

Division Chief Kevin Sullivan

Fire and Life Safety Division Summary:

- Blasting operations continued in the Ridge Road–Plum Creek corridor with daily safety checks, vibration monitoring, and community communication support.
- The division completed 104 inspections, reviewed 79 plan submittals, and inspected 1,961,075 square feet.
- Division fee revenue totaled $14,651.59.
- Fire and investigation staff handled 16 responses and follow-ups and completed 12 unmanned aerial vehicle (UAV) flights.
- Life Safety Educators delivered 3 public education events (4 hours) with 84 in-person contacts and 15,104 digital contacts.

Blasting Operations Update

Blasting commenced in the corridor between Ridge Road and Plum Creek. Work in December required daily pre-blast and post-blast safety checks, vibration monitoring and compliance confirmation, community communication support, and UAV flights for documentation.



Photo: Blasting operations in the Ridge Road–Plum Creek corridor.

Division Priorities and Current Focus Areas

- Preparation for Q1 2026 changes to the Fire Code and updates to internal standard operating guidelines (SOGs).
- Evaluation of FireInspection360 as a potential software solution for bureau operations.

- Ongoing follow-up on system compliance, past-due inspections, and deficiency resolution.

Operational Workload

Activity	December Total
Inspections (Total)	104
Construction Inspections	58
Business Inspections	45
Mobile Food Vendors	0
Special Events (Inspections)	1
Plan Reviews (Total)	79
Development Services Plan Reviews	66
System-Specific Fire Plan Reviews	12
Special Event Plan Reviews	1
Square Feet Inspected	1,961,075
Complaints	2
Citations	0
CORA Requests	7
Fire/Investigation Responses and Follow-ups	16
UAV Flights	12
Development Services Meetings	23
Stop Work Orders	4
Fire Watch Assignments	4
Permits Issued	14
Permits Closed	19

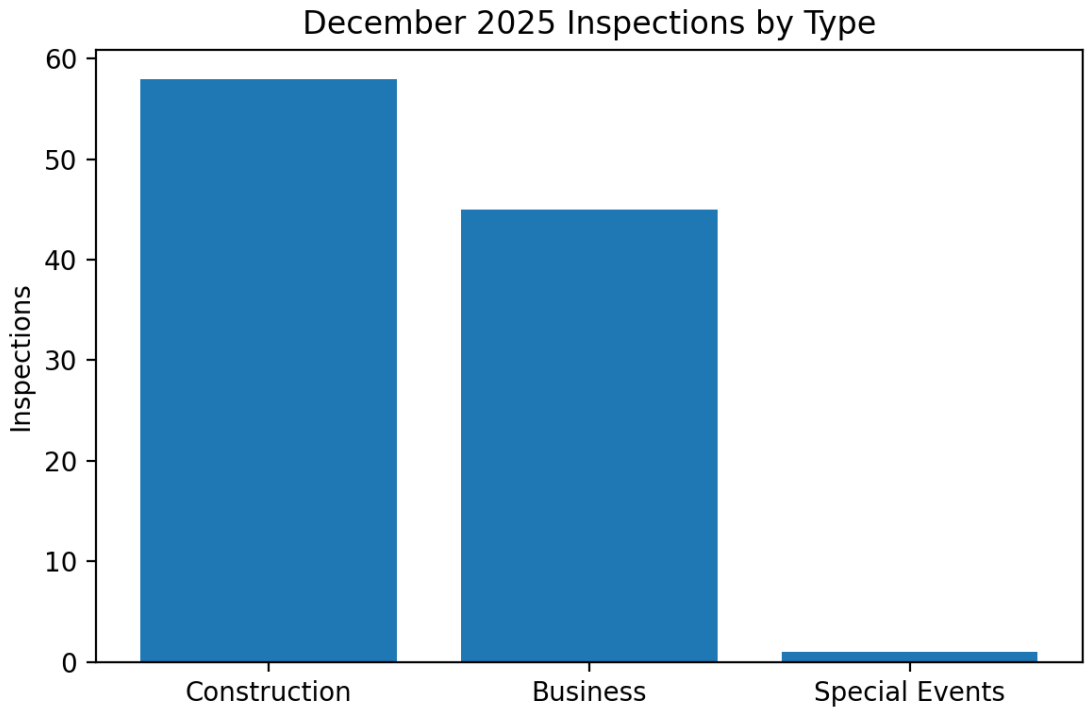


Chart: December inspections by type.

Plan Review and Development Services

Development Services plan reviews remained steady, with 66 plan reviews completed in December. The division also completed 12 system-specific fire plan reviews and reviewed one special event plan, for a total of 79 plan reviews.

Staff participated in 23 Development Services meetings to coordinate plan review timelines, resolve technical issues, and support project delivery.

Compliance and Deficiency Tracking

System status tracking shows a mix of current and past-due systems, along with overall compliance and deficiency rates. The charts below reflect the current snapshot and deficiency activity trends.

Division Revenue

Total fee revenue collected by the division in December was $14,651.59.

Fee Category	Amount
Plan Reviews	$6,722.59
Inspections and Re-inspections	$5,125.00

Brycer	$2,570.00
Mobile Food Vendors	$0.00
Special Events	$234.00
Total	$14,651.59

Community Risk Reduction and Public Education

Life Safety Educators completed three public education and community events totaling four hours. Staff made 84 in-person contacts, including 60 children and 24 adults, and recorded 15,104 digital contacts during the month.

December messaging emphasized holiday safety for residents and blocked exits and egress lighting for businesses.

Public Education Highlights

Educators attended an all-day training with Castle Rock Police Department focused on autism, the C.A.R.E. program, and community input on special needs populations.
Educators partnered with the police department to distribute Spanish fire safety materials to multiple schools.
Staff coordinated with the police department's victim advocate group regarding car seat resources for community members.
Safer Senior programming was delivered to Reyn Rock residents, focusing on emergency preparedness, medical emergencies, and home fire safety and prevention.
Educator professional development included a car seat continuing education training and Town communications training focused on web content quality.

Car Seat Education

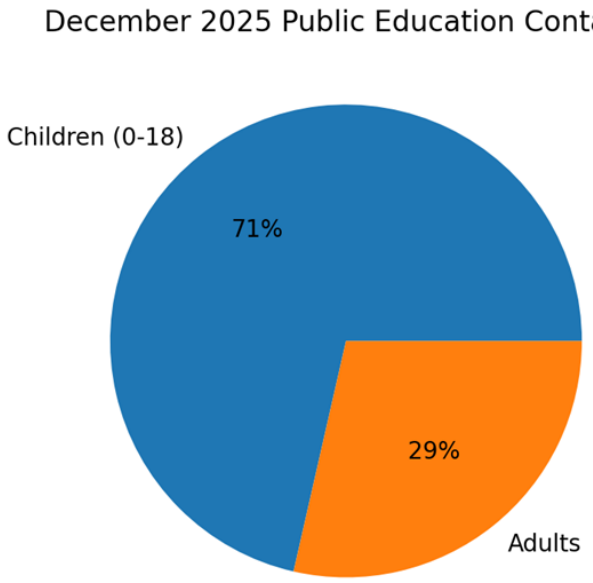
Crews and educators completed 15 car seat checks in December, all of which were rear-facing seats. Staff identified and corrected four installation errors.

Digital Outreach Snapshot

PulsePoint reporting (one month in arrears) shows 1,923 users following CRFD enabled CPR alerts, with 6,603 monthly active users.

Social media reporting (one month in arrears) shows the CRFD Facebook page reached 189,762 people in November, with 1,938 post engagements and 136 shares.

December Facebook page metrics included 7,716 followers, 1,641 likes and reactions, and 324,855 page views.





Training Division:

Division Chief Jeff Hood

Division Commentary and Happenings: December closed out a productive year for the Training Division. The department logged 2,460 training hours in December, bringing the 2025 total to 35,332 training hours. While this number is slightly elevated due to the significant workload associated with onboarding and training 16 new-hires, it reflects our Department's overall commitment to training, development, and operational readiness.

Department-Wide HazMat / CO_2 Training: The Training Division delivered department-wide hazmat training in collaboration with 105 West Brewing Company, providing hands-on CO_2 response training at their facility. This partnership allowed crews to train in a real-world environment involving a hazard we may encounter but rarely get the opportunity to train on in person. Crews rotated through the brewery, learned about CO_2 systems, associated hazards, and operational considerations, and gained valuable experience responding to a unique but realistic risk.

West Metro Academy Graduates and Transition Academy: Seven entry-level recruits successfully graduated from the West Metro Fire Academy and began CRFD's Transition Academy in December. Training includes skills evaluations, engine and quint days, wildland operations, technical rescue, hazmat, EMS, SCBA familiarization, radio operations, and more. The Transition Academy will conclude on January 16, highlighted by a presentation from retired FDNY Captain Mike Dugan. Following graduation, recruits will attend a one-week car seat class and are anticipated to begin line assignments the week of January 26.

Acting Lieutenant Academy: The Training Division conducted the Acting Lieutenant Academy, delivering a well-rounded curriculum intentionally designed to satisfy both CRFD expectations and CMCB Fire Officer requirements. Instruction covered leadership styles, resilience, peer support, decision-making, difficult conversations, organizational conduct, administrative responsibilities, behavioral health, and report writing, as well as operational topics including strategy and tactics, fire systems, and use of departmental reporting platforms. As part of this effort, all of our future acting lieutenants earned their Fire Officer certifications.

Safety Training Officers (STOs): STOs continue to provide and support hundreds of hours of training throughout the month. In addition to delivering operational training, STOs played a role in year-end administrative support, assisting members with expiring certifications and outstanding training requirements. One notable training initiative included the development of a low-visibility forcible entry prop at the training tower. Practicing tool use in low-visibility conditions is not something the department has traditionally emphasized at a large scale. This training provides valuable exposure to the increased injury risks associated with tool use in

reduced visibility and helps reinforce safer techniques.

Other Division Happenings:

- Planning continues for the April 2026 Acting Engineer Academy and the June Engineer promotional process.
- The division is exploring longer-term training initiatives, including potential mid-rise operations and acquired residential structures.
- Evaluation of major training tower upgrades for 2026 is ongoing.
- Coordination continues with the Water Treatment Plant to develop department-wide training.
- Preparation continues for a department-wide elevator rescue training.

Company- level Victim Rescue Training



Low Visibility Forceful Entry Training



Department-wide Hazmat Training



13

Continuous Quality Improvement:

Accreditation Manager Katt Walsh

The CPSE (Center for Public Safety Excellence) Excellence Conference will be held at the Caribe Royale in Orlando, Florida from March 10-13, 2026.

The ImageTrend Connect26 conference will be taking place May 11-15, 2026 in Saint Paul, Minnesota at the Saint Paul River Centre.

Looking Ahead:

Data from 2025 will begin being collected in the first quarter of 2026 and will be reconciled and prepared for the Annual Standards of Cover and Annual Compliance Report. While these reports are required for accreditation renewal, they also offer valuable insight to help guide our department's future planning.

In 2025, CRFD experienced an estimated 4.75% increase in calls for service compared to 2024. Below are the projected month-to-month figures and total annual call volumes for apparatus throughout the department:

APPARATUS
2025

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	AVERAGE MONTHLY
MED151	129	134	162	109	74	78	136	149	149	183	185	179	**1667**	139
MED153	72	58	76	59	76	62	44	57	53	56	64	72	**749**	62
MED154	156	136	169	164	177	148	120	144	116	142	171	180	**1823**	152
MED155	0	0	1	0	0	26	64	82	91	93	97	104	**558**	47

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	AVERAGE MONTHLY
E151	0	0	0	18	62	62	9	0	0	0	0	0	**151**	13
E152	63	72	88	65	78	78	76	89	58	92	78	109	**946**	79
E153	49	35	52	45	53	44	51	55	61	62	69	75	**651**	54
E154	163	138	177	179	177	175	139	147	160	199	209	244	**2107**	176
E155	0	4	7	75	3	9	18	0	0	0	0	4	**120**	10
Q151	129	128	162	109	74	78	136	149	149	215	214	189	**1732**	144
Q155	105	70	93	25	93	96	73	107	123	148	129	147	**1209**	101

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	AVERAGE MONTHLY
B151	0	0	2	1	0	1	0	0	1	1	1	4	**11**	1
B152	0	0	0	1	0	0	2	1	0	0	1	2	**7**	1
B153	0	0	0	0	0	0	0	0	0	1	0	2	**3**	0
B154	0	0	0	0	0	0	0	1	1	0	0	1	**3**	0
B155	0	0	0	1	0	0	4	1	1	0	0	0	**7**	1
B159	0	0	0	0	0	0	0	0	0	0	0	2	**2**	0
HM153	1	3	4	1	1	5	2	1	1	2	3	1	**25**	2
COL155	1	0	0	1	0	1	1	0	0	0	1	0	**5**	0
SQ155	0	0	0	0	1	1	1	4	3	1	3	2	**16**	1

There has been some redistribution of medical calls in certain planning zones recently, primarily impacting the call volumes for Station 151 and Station 154.

While this snapshot provides a quick look at the numbers, it's only part of the picture. Data helps us make informed, fact-based decisions, but your experiences and insights from the field are equally vital in helping us understand the full scope of operations.

Your firsthand perspectives help bring the data to life — providing valuable context that informs us how we move forward as a department and community. I continue to invite everyone to share their perspective and personal insights.

Please feel free to stop by my office or email me at kwalsh@crgov.com. If it's more convenient, I'm also happy to schedule a time to visit your station.

👉 Follow the link below to view the full December 2025 statistics: ImageTrend monthly data

MONTHLY **REPORT** DECEMBER

Monthly Updates of the Finance Department for the Town of Castle Rock.









How Does it Work?

Finance Department



Accounting

The Accounting Team offers financial services, including accounts payable and receivable, investments, and capital asset reporting, ensuring transactions comply with the Town's Municipal Code, Governmental Accounting Standards, and relevant laws and regulations.

Payroll

The Payroll Team handles employee compensation, processing benefits, deductions, and all aspects of pay, while staying current with complex federal and state payroll and tax regulations. They uphold strict confidentiality and deliver excellent customer service.

Revenue

The Revenue Team offers exceptional customer service and education while licensing businesses and collecting sales tax, fostering a "hometown" atmosphere. They collaborate with economic development, the Downtown Development Authority, and the Urban Renewal Authority to align with the Town's vision.

Budget

The Budget Team assists departments with budgeting and financial planning to achieve short- and long-term strategic priorities, while actively monitoring, analyzing, and reporting on the Town's financial activity year-round.

Our Mission

Through exceptional customer service and effective partnerships, we deliver accurate and timely financial services.

Our Vision

The Finance Department will provide financial solutions and services in support of the Town's vision and community objectives through: proactive education, purposeful planning, excellent communication and fiscal accountability.



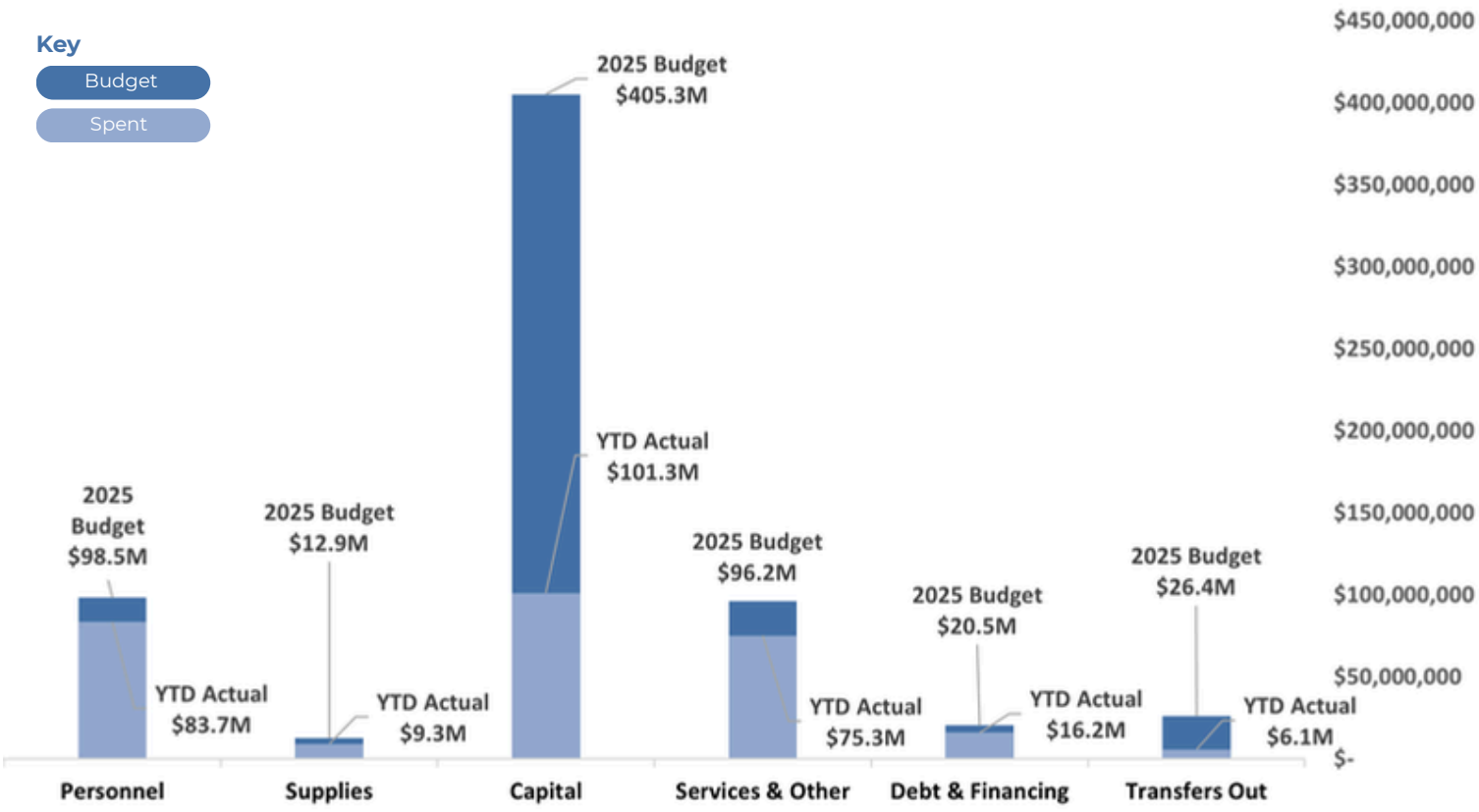
Budget Updates

Finance Department



Preliminary Town Wide Expenditures by Category

Through October 2025



Did You Know?

The Red Hawk Ridge Golf Course was voted Best Golf Course in 2025? 2025 Best of the Best is a promotional contest voted on by readers of Colorado Community Media publications. The business that accumulates the most votes in its category over the six-week voting period, from March 1 to April 15, is declared the winner in that category and receives the “Best of the Best” designation from Colorado Community Media.

Check here to see more: 2025 Best of the Best - Winners Guide



New in Town
Finance Department

166
Total businesses licensed in December

23
Businesses licensed in Castle Rock

29
Businesses licensed in Colorado but outside of Castle Rock

114
Businessess licensed out-of state

New in Castle Rock!

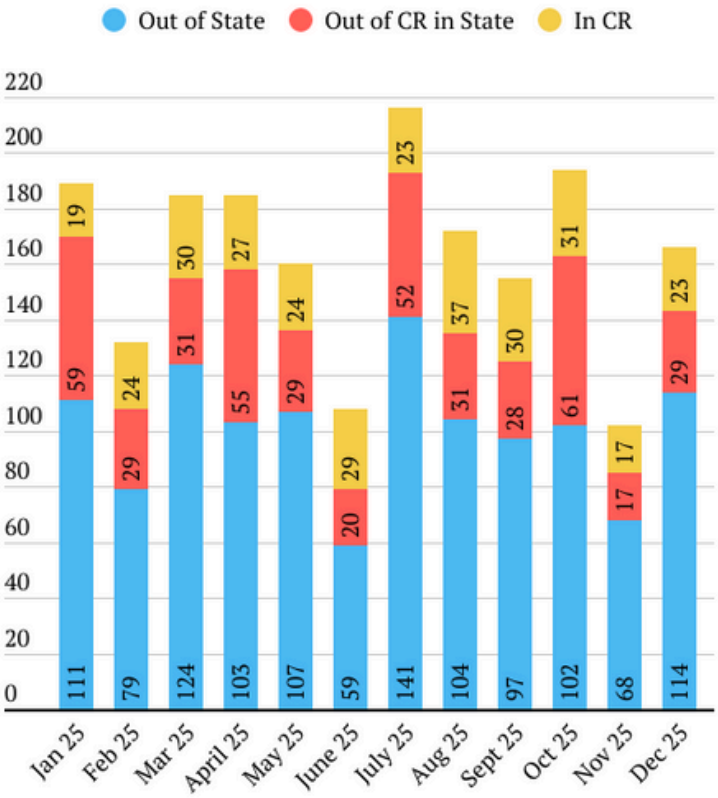


A historical property is coming back to life with the help of The Little School on Perry Street.

The Little School on Perry Street is a safe and welcoming childcare facility. With qualified teachers and the #1 ranked curriculum they hope to nurture and guide little learners.

Location: 203 Perry Street

Business Licenses Issued Per Month by Area



Visit www.CRgov.com for more information on new Castle Rock businesses.

Full List of New Business Licenses in Castle Rock for December 2025 on Next Page.

Businesses Licensed in Castle Rock December 2025

All Point Consulting LLC	Security and Drone Consulting
Appleseed Creative Studio	CAD Drafting and 3D Visualization Services
A Step Ahead Bookkeeping Services LLC	Bookkeeping
Auto Luxe Car Studio	Vehicle Tinting and Wrap
Base Camp Cyclery Castle Rock	Bike Sales and Repair
Castle Rock Christmas Lights	Installing Christmas Lights and Permanent Outdoor Lighting
ClearStone Dental Office Cleaning LLC	Janitorial Services
Down For Greens LLC	Dietary Supplements
Equine Kneads LLC	Equine Massage & Bodywork
EverGlow Med Spa LLC	Med Spa Services
Flourish Functional Medicine and Integrative Oncology	Medicine & Integrative Oncology
High Point Sports LLC	Youth Sports
Little Mixes	Cottage Foods
Luxury Medical Group	Weightless Treatment / Peptide / Medical Care
Maltese Microfiber Company	Cleaning Products and related janitorial supplies
Mission Hills Church	Church Services
Preferred Styles LTD	Hair Salon
Resonate Films	Videography
Rosburg Ranches LLC	Air Bnb
Sunlit Strands Studio	Hair Salon Suite
The Little School On Perry St	Childcare Center
Unchained Coffee LLC	Coffee Beans and Grounds
Wag n Wash (New Owner)	Pet Food and Pet Supplies



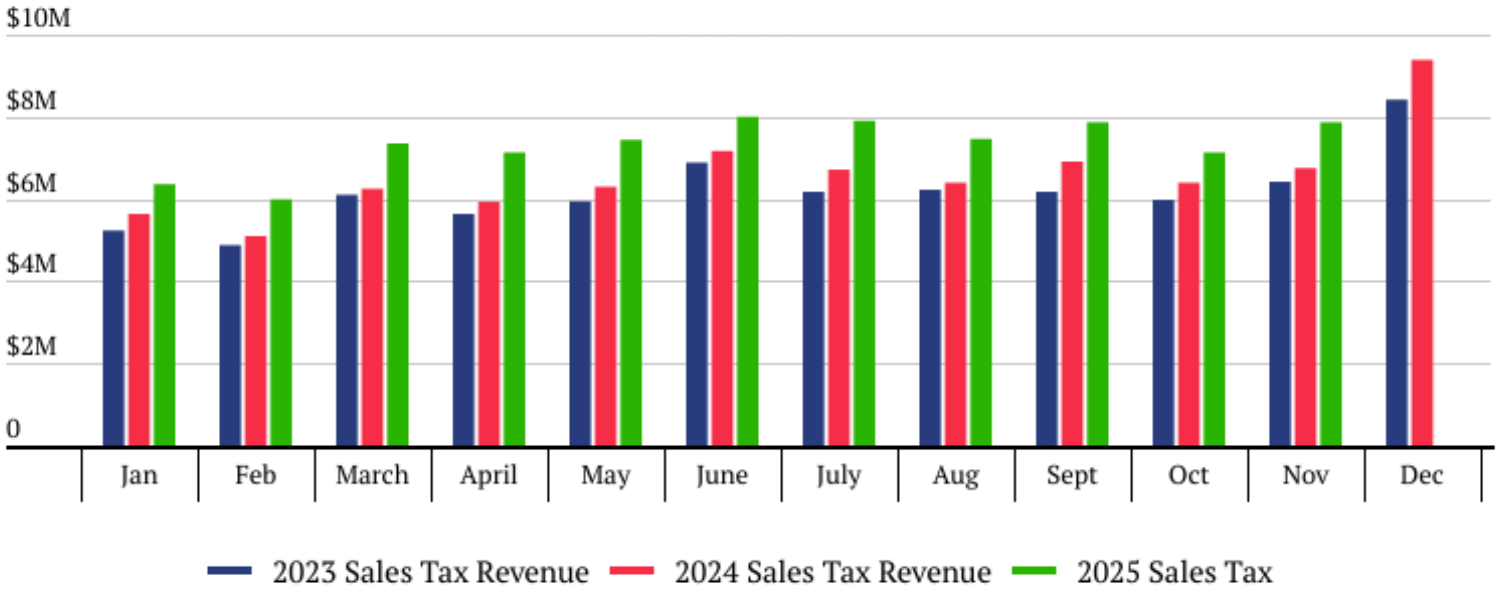
Revenue Updates
Finance Department

$97,597
Collected from delinquent accounts in December for the month of October.

$917,838
Year-to-date delinquent account collections.

141
Audits in process

$334,329
Audit revenue collected for the month of November.



November	Gross Sales Tax Collections	Town Audit Revenue and Amounts Collected	Net Collections	YTD	Gross Sales Tax Collections	Town Audit Revenue and Amounts Collected on Behalf of Others	Net Collections
2024	$6,758,024	$426,988	$6,331,036	2024 YTD	$70,144,148	$5,583,806	$64,560,342
2025	$7,862,323	$719,235	$7,143,088	2025 YTD	$81,130,837	$6,061,221	$75,069,616
Dollar +/-	$1,104,299	$292,248	$812,051	Dollar +/-	$10,986,689	$477,415	$10,509,274
Percent Change	16.3%	68.4%	12.8%	Percent Change	15.7%	8.5%	16.3%

Sales tax collections for November were up **16.3 percent, or up $1,104,299** compared to November 2024. Year-to-date (YTD) collections are up **$10,986,689 or 15.7 percent** compared to the same time frame in 2024. Staff will continue to monitor this very important revenue stream for the Town and inform as needed.



How Can My Voice Be Heard?

Finance Department



Finance Tentative Town Council Schedule.

This schedule is not finalized and is subject to change.

JAN

- No Current Agenda For Finance

Questions or Concerns?

Citizens are always encouraged to attend upcoming Town Council Meetings! See calendar below for upcoming events.

2026 January

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 Town Council	7	8	9	10
11	12	13	14	15	16	17
18	19	20 Town Council	21	22	23	24
25	26	27	28	29	30	31

Your Voice. Your Town. Your Future.

Speak up at the next Town Council meeting and be the change you want to see!





Team Updates
Finance Department

2
New Hires for Month of December

2
Interviews Conducted in the Month of December

2
Current Job Openings

24
Total Candidates Hired to Date

December was merry and bright for our team

Year-end is always a busy time for Finance, but that didn't stop us from taking a moment to enjoy some holiday fun! Our team stepped away from spreadsheets and calculations to share good food, laughter, and time together.

It was a welcomed chance to pause before diving into the work ahead in 2026. We're excited for all the opportunities and great things the new year will bring.

Happy New Year from the Finance Department!



Thank you for reading the Finance Department's monthly report!
To see previous issues check out CRgov.com or email Finance@crgov.com.



Trish Muller, CPA
Finance Director

Monthly report: December 2025

▶ SPOTLIGHT ◀



A message from Chief of Police Jack Cauley

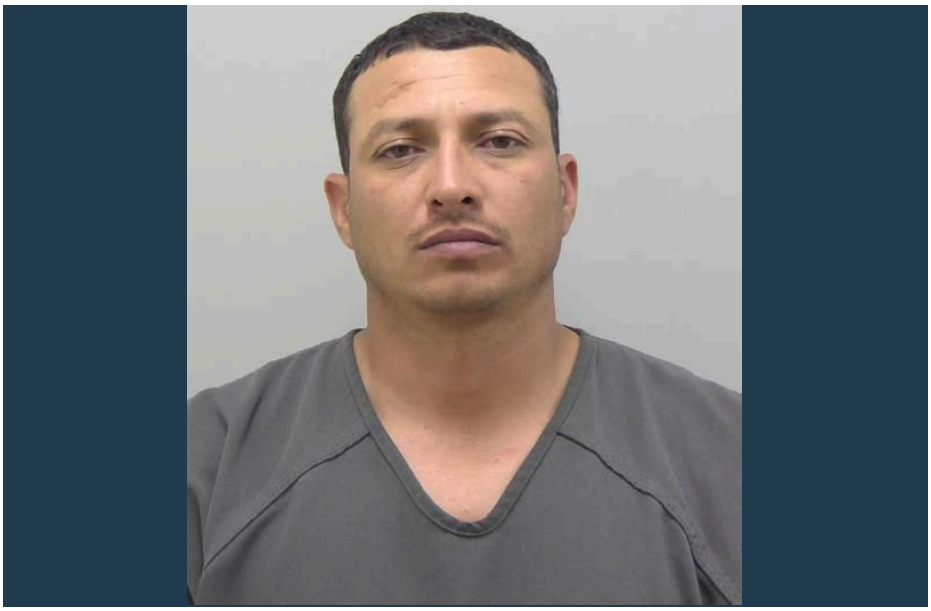


Castle Rock continues to be one of the safest and fastest-growing communities in the country. To achieve this, we build upon our One-By-One Policing philosophy through our three strategic pillars:

People: We invest in our team members by providing quality training and the best equipment available. We are laser-focused on creating a healthy organizational culture where our members can thrive.

Innovation: The ability to innovate is key. We embrace the latest technology and best practices to solve problems and address crime.

Community: Policing is a team effort. Creating safe communities must involve trust and partnerships. We are grateful for Castle Rock's support and don't take it for granted.



Armed bank robber sentenced to 22 years

In Dec. 2025, Octavio Alan Rivas Morales was convicted and sentenced to 22 years in prison for an armed robbery at a Castle Rock bank. In Sept. 2024, Rivas Morales entered the bank armed with a handgun, fired a round into the floor to intimidate employees and customers and fled with approximately $2,000 in cash.

Castle Rock officers and detectives quickly responded to the scene, and it was determined no one had been injured. Good citizen statements, along with evidence collected, allowed officers to identify the suspect and his getaway vehicle within minutes of the crime occurring. CRPD then tracked the suspect to a location in Johnstown. Working in conjunction with the FBI's Rocky Mountain Safe Streets Task Force and the Johnstown Police Department, the subject was taken into custody without incident.

"The diligent work done by our department, combined with a community that has zero tolerance for crime, makes Castle Rock an environment where bad actors can't get a foothold," Chief of Police Jack Cauley said following Rivas Morales' arrest.

As part of a plea agreement, prosecutors sought a punishment of up to 22 years in prison. During sentencing, the judge stated Rivas Morales posed an extreme danger to the victims and community and imposed the maximum sentence.

Castle Rock Police Department

VISION: To serve people one-by-one so together, we can create environments that are safe and secure, and where people can thrive.

MISSION: The Castle Rock Police Department is dedicated to excellence through community safety, innovation, and public trust. Our goal is to provide for the safety and welfare of both the citizens and visitors of the Town of Castle Rock utilizing effective community-policing philosophies, including crime prevention, traffic enforcement, criminal investigation, crime analysis and community involvement.

@CRpoliceCo | Police@CRgov.com | TipLine 720.733.3517

Leading with success

107 sworn officers | **34** support staff

Crime: Person*

Crime	Nov. 2025	2025 Total YTD	2024 Total YTD
Sex offenses	1	18	19
Aggravated assault	2	16	14

*Persons and Property crimes are reported for the previous month due to the transition to NIBRS reporting.

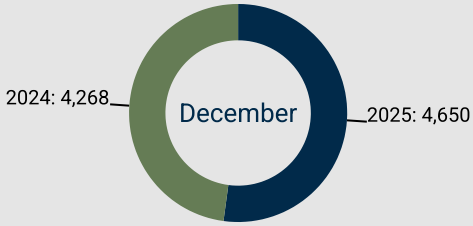
Crime: Property*

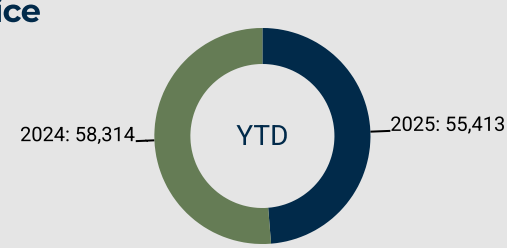
Crime	Nov. 2025	2025 Total YTD	2024 Total YTD
Burglary	4	28	51
Robbery	0	1	4
Motor vehicle theft	6	36	41
Theft from motor vehicle	5	53	67

Crime: Total offenses

Crime	Nov. 2025	2025 Total YTD	2024 Total YTD
Persons crimes	28	255	266
Property crimes	105	973	1,299
Society crimes	21	156	227
Total	154	1,384	1,792

Total calls for service





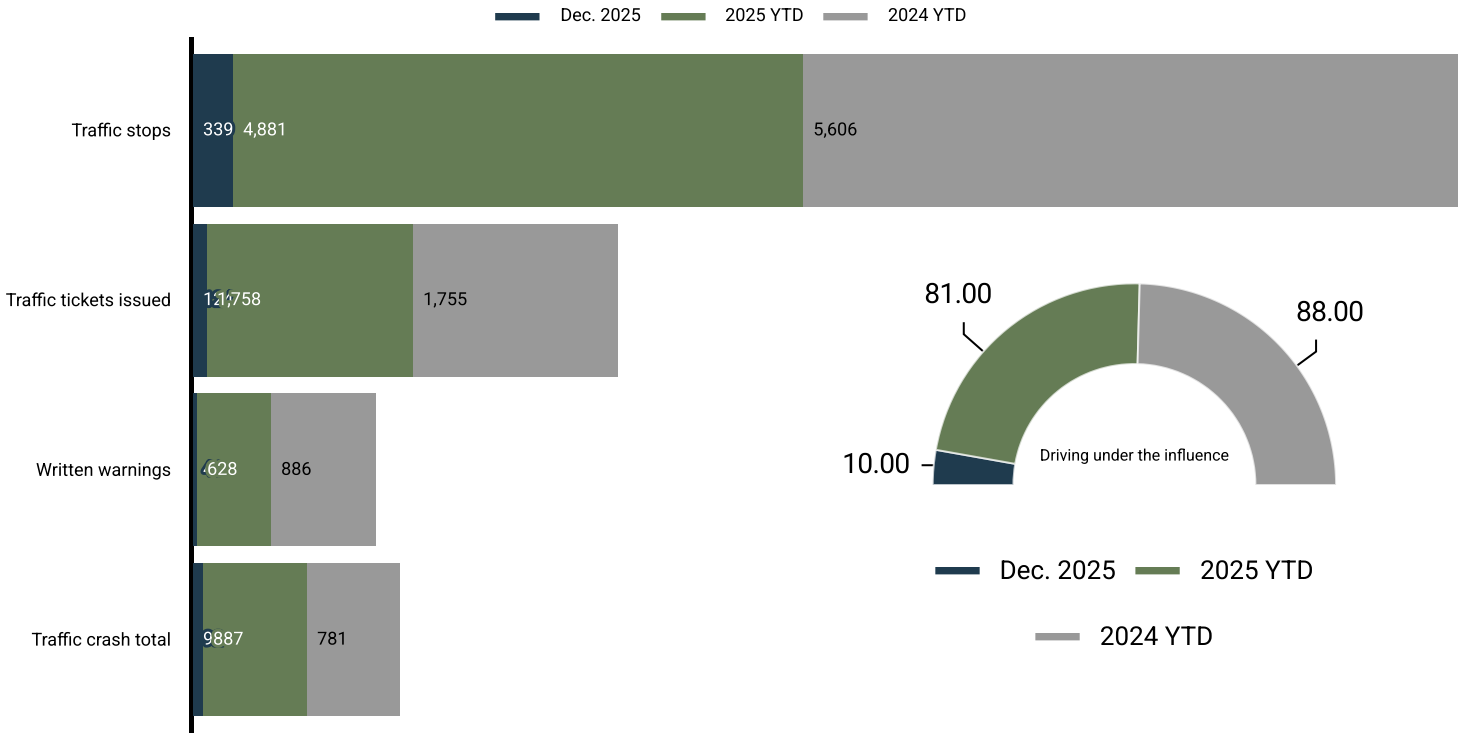
Priority 1 calls

Priority 1 calls for service are incidents requiring an emergent response where an immediate threat or risk to life exists.

94 Total Priority 1 calls for the month

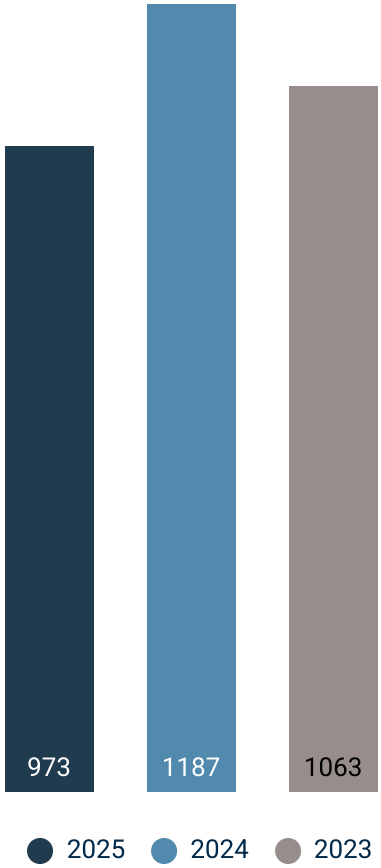
6:93 Average time dispatch to arrival

Traffic safety

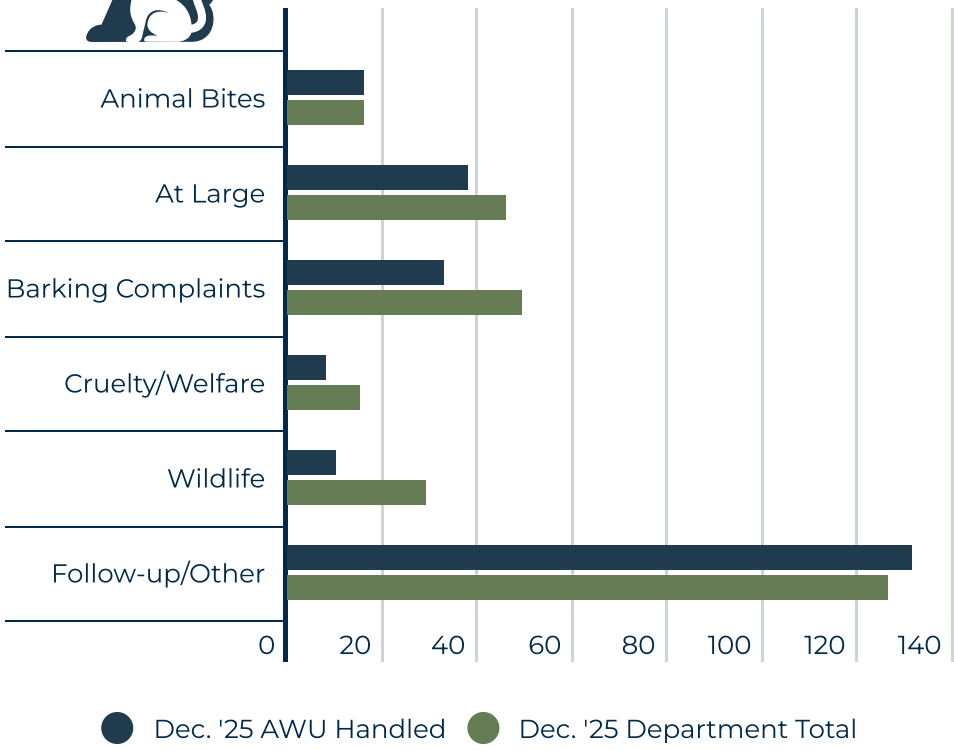


Additional Performance Measures

Community Response Team: Calls for service

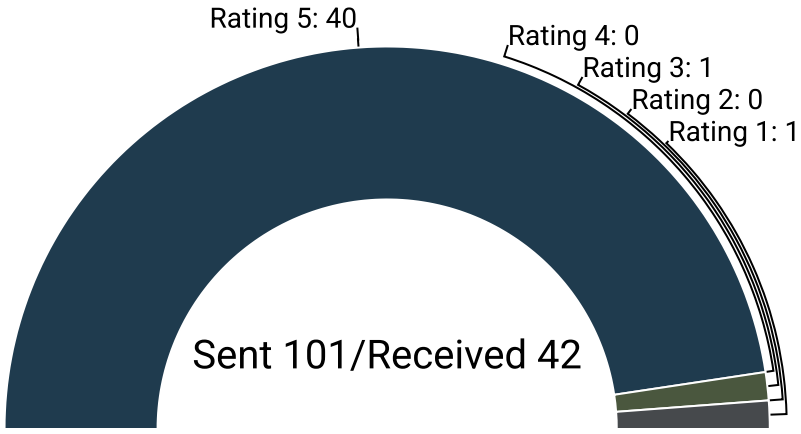


Animal Welfare Unit: Calls for service



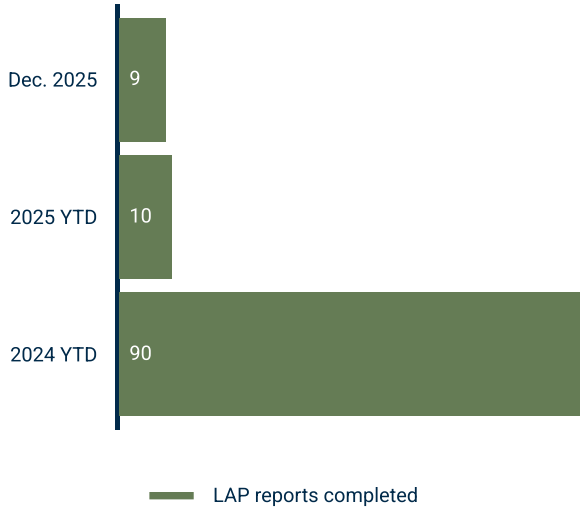
Customer survey results

CRPD utilizes a survey tool which measures customer service on select non-violent or property crime calls for service. Citizens receive a short text survey and may also leave comments. Results are listed in the graph below.



Domestic violence lethality assessment

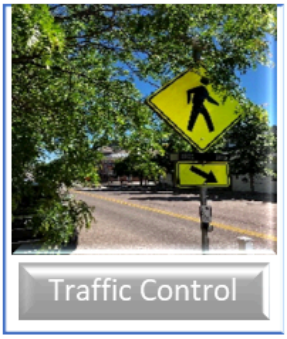
The Lethality Assessment Program (LAP) tool is designed to reduce risks, save lives and involves an assessment by policing personnel to determine risks in collaboration with community-based victim service providers. More information can be found at LethalityAssessmentProgram.org.

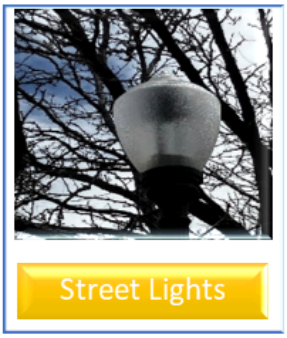


Monthly Report

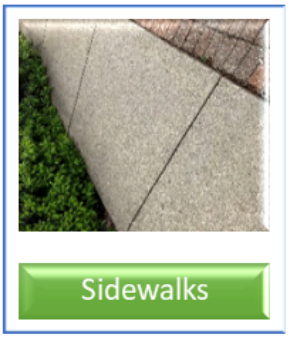
December 2025

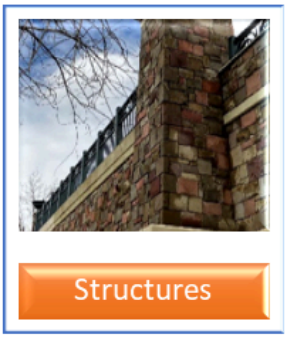




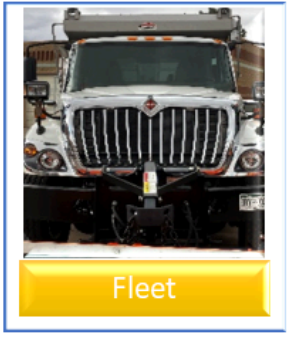












Capital Improvement Program projects

Crystal Valley interchange



Work completed on the retaining wall along the East Frontage Road (S. Wilcox). Construction of the south bound on ramp began including retaining wall 2, drilling and pouring of caissons. Removal of the west frontage road continued from Yucca Hills to CVI.

Project Phase: Construction

Targeted Construction Completion: Summer of 2027

Fifth Street Widening

Construction continues as the project prepped and paved the south shoulder. Work on the pond continued, and with grading completed, the forebay and outlet structures were formed and poured. Installation of storm sewer pipe continued as well.



Project Phase: Construction of Phase 1 Improvements

Completion: Phase 1 - Late 2026

***Note:** Phase 2 design is expected to be initiated in 2027 with construction completion in late 2029. These dates may change dependent on annual budget approval

Crowfoot Valley Road Widening



Construction continued in December with completion of the sidewalk from Knobcone to Sapphire Point. Embankment along this section was placed along with topsoil. Asphalt and concrete paving completed on the north bound lane which will allow the contractor to switch traffic to the outside and begin median work in January.

Project Phase: Construction
Targeted Construction Completion: Fall of 2026

Relocation of Dawson Ridge Blvd and West Frontage Rd



The project has been completed and is open to the public in conjunction with the opening of the Crystal Valley Pkwy bridge over I-25 and the BNSF railroad

Project Phase: Construction
Targeted Construction Completion: Fall of 2025

Wolfensberger Widening improvements project



Right of way acquisition efforts are ongoing, with offers extended and Purchase & Sale Agreements currently under review by property owners.

Project Phase: ROW Acquisition
Targeted Construction Completion: Fall of 2031

Pavements

Unseasonably warm temperatures allowed a few more asphalt patches to be completed. The team utilized 21.59 tons of hot mix asphalt over the course of 125 hours to complete two patches. Additionally, 146 hours of pothole repair was also undertaken during the month, utilizing 2,454 pounds of cold mix, repairing about 160 potholes.



The team completed the last 185 lane miles of the Fall Sweep Program for 2025. The team spent 276 hours finalizing this last sweep for the year picking up 109 cubic yards of material from Town roadways.

The warm weather allowed for the team to apply crack seal material to a large number of asphalt patches completed earlier in the year. This will prevent water infiltration and extend the life of the patch. Additionally, the team finished the last 7 transverse crack for the year utilizing 2,275 pounds of Mastic material.

Two snowstorms arrived during December depositing a total of 9.5 inches of snow. The crew spent 426 hours plowing and mitigating ice using 516 tons of ice slicer.



Asphalt patching and related repairs were finalized prior to the seasonal closure of the asphalt plants. The team completed 677 labor hours of work, utilizing nearly 68 tons of material. One of the most significant patches was completed on Cattle Cross Road, representing one of the largest efforts the team has undertaken to date. While working with a vendor to demonstrate the functionality of a laydown paver, the team completed a full-depth, full-width patch nearly 40 feet in length in a short period of time.

In addition to asphalt patching, the crew repaired 73 transverse cracks throughout Town roadways, using 27,300 pounds of mastic material, with 706 labor hours dedicated to this effort.

Sidewalks

Street Repairs and Safety Projects

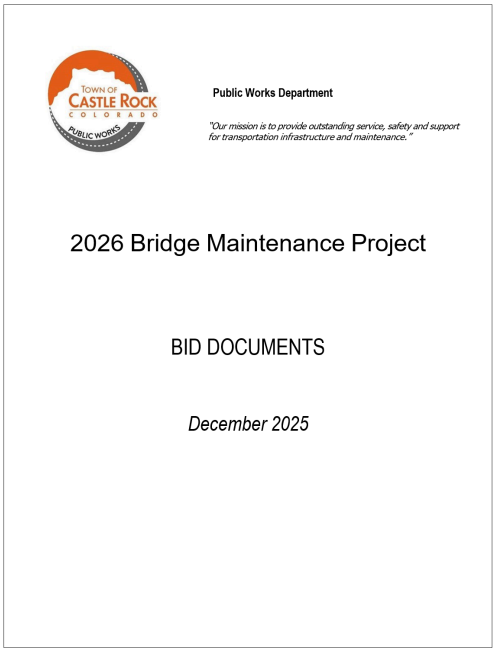
Staff successfully completed another Street Repairs Project this month. Additionally, they conducted the pre-bid on December 16 for the Curb, Gutter, and Sidewalk Project. Bid opening is scheduled for January 13.



Structures

Bridge Maintenance Program

Bid book was posted for competitive bidding. Pre-bid and bid opening are scheduled for January 2026..


Public Works Department

"Our mission is to provide outstanding service, safety and support for transportation infrastructure and maintenance."

2026 Bridge Maintenance Project

BID DOCUMENTS

December 2025

Traffic signals

December travel time data was unreliable. Staff are working on improving data reliability. Progress continues for new traffic signal installations, and preventative maintenance. New Connected Vehicle devices were installed at nine intersections.

Monthly asset highlights

- Total of Work Zone Traffic Control reviews completed: 37
- Travel Time Data is unreliable for December
- Traffic Signal Tasks completed: 70
- Event signal timing complete for December and New Year's events.



Project highlights

- Construction paused in December at Prairie Hawk Dr. & Low Meadow Blvd signal due to equipment delivery delays. Starts again mid-January.
- Design continued for a new signal at Founders Pkwy / Crimson Sky Dr.

Traffic Control (signs, markings, beacons)



December saw continued increases in Level of Service to the operations of beacons. The team completed 594 maintenance tasks, most of which were annual inspections. Team installed thermo markings as part of completing the N Meadows and Meadows Blvd Safety Project, and installed electric vehicle charging markings at the MAC.

Monthly Asset Highlights

- Markings: all tasks for 2025 complete
- Sign repairs: all repair tasks for 2025 complete
- Flashing Beacons Operational: 98%, four locations have a malfunction.

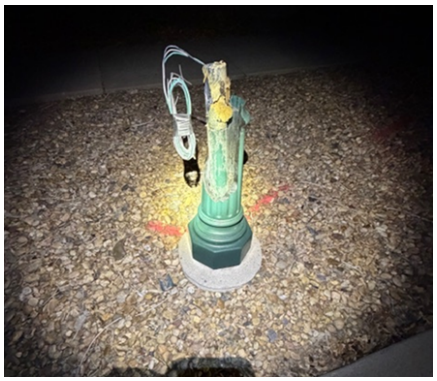
Street Lights



December saw a decrease in level of service to the operations of street lights.

Monthly Asset Highlights

- Street light repairs: 17 tasks, 47 street lights are “out”
- 95% Streetlights Operational: -1%



Power supply and meter for Wilcox canopy and Christmas lights maintenance, and knocked down pole at 2nd and Lewis St.

Fleet

Shop Productivity and Availability



In December, staff continued to perform both scheduled and unscheduled maintenance on Town vehicles and equipment. A total of 98 work orders, with scheduled preventative maintenance (PM) services continuing to account for the majority of the workload. As we continue to emphasize PM compliance, we are seeing the intended results in the form of fewer repairs and lower overall maintenance costs. Ongoing education with departments will remain a priority to reinforce the importance of preventative maintenance and its positive impact on vehicle lifecycle costs.

Fleet availability for the month of December was 97%. Productivity averaged 79%, slightly lower than previous months due to holiday vacations and reduced staff availability.

Overall, the division experienced a very productive 2025. Fleet Services completed 1,285 work orders supporting 441 vehicles. A total of 42 new assets were placed into service, including 22 Police vehicles and 3 Fire Department vehicles. An additional 5 Fire Department assets were received but have not yet been placed into service.



Vehicle Acquisitions

Shop Support

Yearend inventory was completed with Finance auditing some of the transactions. Staff worked hard to prepare for the counts and get the storerooms ready. 105k was issued from inventory in December and our parts and supply purchase were lower at $36k. Townwide we dispensed 15k gallons of fuel. The partnership with Douglas County Schools continues to go well, although there have been some disruptions in service in 2025 related to fuel pump repairs.

The 2026 budget calls for 45 replacement assets and the procurement process have already started. Purchase orders for Police and Fire vehicles are in progress and should be in place in January. New vehicle bidding and quotes for purchases will continue for the next several months. Surplus assets are being prepared for a spring time auction that is expected to generate some good revenue.

Verge

The crews spent 287 hours trimming trees to prevent damage to snowplows and picking up trash along the roadways while the weather was nice to keep the Town neat and tidy.

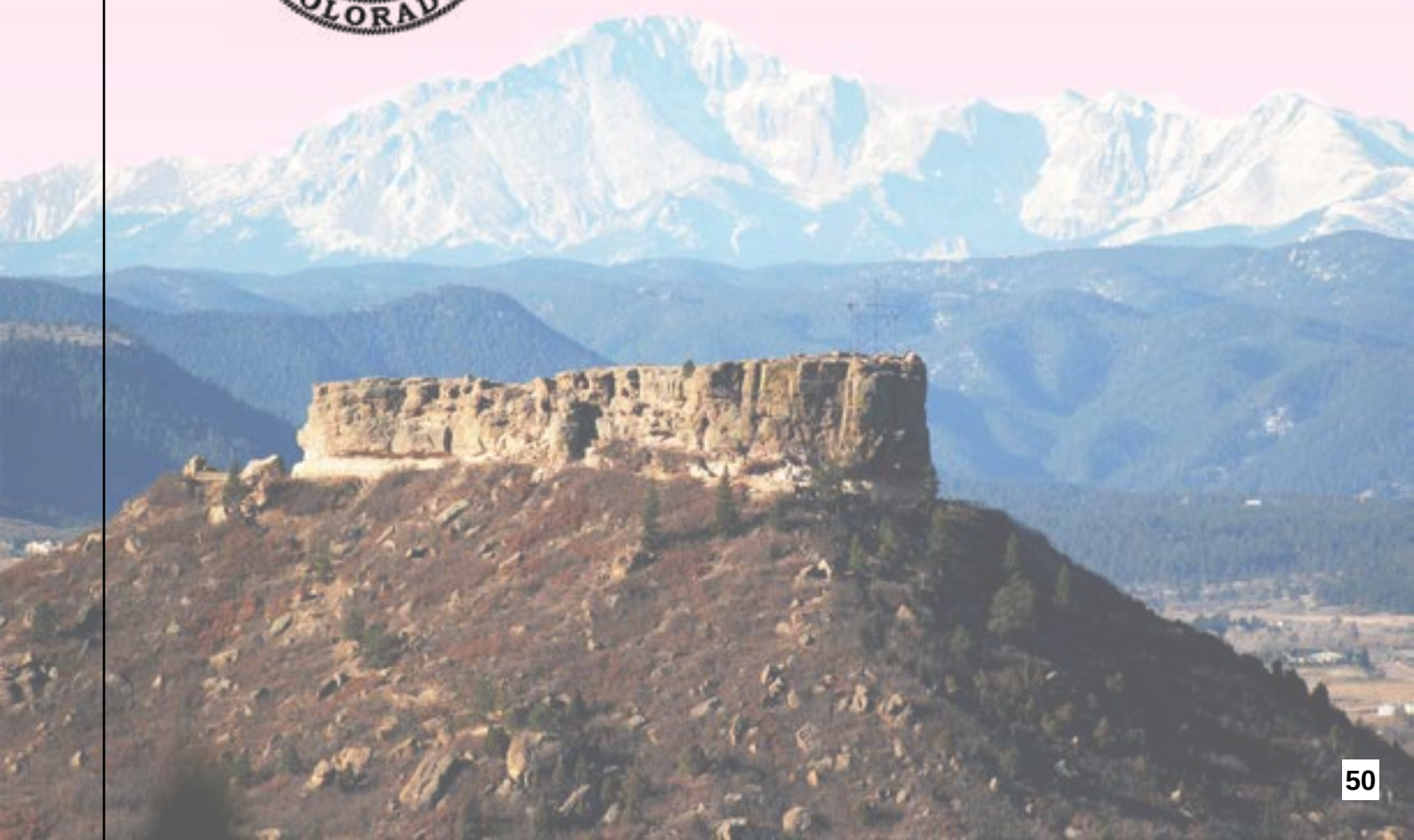


2025 YEAR-END REPORT

OFFICE OF TOWN CLERK

Providing exceptional public service to our community and internal partners, with a commitment to integrity, honesty, and accountability, while conforming to the highest standards of conduct and ethics.

2025



Elections

www.CRgov.com/elections

Guardians of Democracy

Designated Election Official & FCPA Filing Officer

November 3, 2026 Coordinated Election

There was no election held in 2025.

The next Town Council election will occur on November 3, 2026.

The Town of Castle Rock will coordinate the election with Douglas County Elections.

Citizens will elect Town Council members for the Mayor and Town Council Districts 3 and 5 along with any ballot issues that may come forward.

Records

www.CRgov.com/municipal code

Historian, Archivist, Keeper of the Laws, Legal Notices

Route and execute Town documents
Codify Town laws
Archive Town records into Alchemy
Publish and post legal notices
Process recordings and agreements for Legal

Workload continues to rise with an increase in records and contracts generated by the Town.

Initiatives
Several initiatives were undertaken by the Clerk's Office to encourage responsible recordkeeping and to ensure legal requirements are being met to protect the Town and its citizens:

- *The launch of the Records Management Champions Team meeting monthly to provide training and guidance to departments*
- *Collaboration with IT and Legal to implement e-mail retention policy and PII guidelines*
- *Annual electronics recycling event*
- *Continual training with departments on proper contract routing and records retention*
- *Training at New Employee Orientation on public records*

CORA Requests

www.CRgov.com/openrecords

Provide Transparency to the Public

Coordinate with departments to fill public records requests under Colorado Open Records Act

CORA requests fulfilled according to state requirements.

No Knock Program

www.CRgov.com/noknock

Program Created in 2008

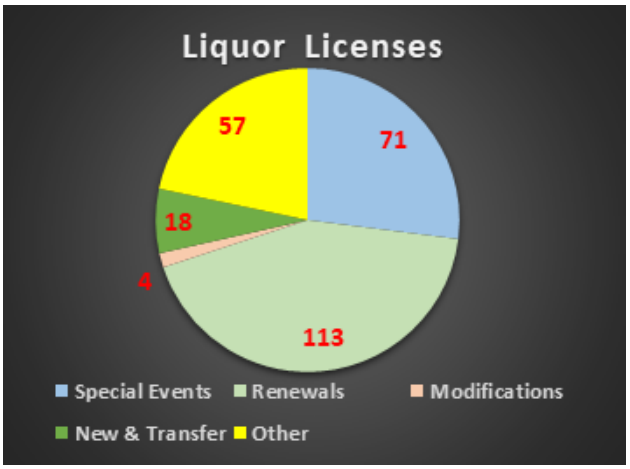
11,315 Total registered homes

*The popularity of this program steadily increases with the number of households registered on the No Knock list. Approximately **863 new households** registered in 2025 and **482 replacement stickers** were mailed.*

Liquor Licensing Authority

New Licenses

Izumi Sushi
Alidade Brew Pub, Distillery Pub and Vintners Restaurant
The Par Club
The Brinkherhoff
Home Grown Tap and Dough
Hampton Inn
Iron Mule - Changed to Brew Pub
Bucket List - Added Doug's Diner



Closed Businesses / Surrendered License

Battle Mountain Brewing Co.
Hawaii Fluid Art Castle Rock
Genji

Businesses that Changed Owners

Tribe transferred to Wide Awake Eatery
Vista Vino transferred to Castle View Cafe
Press Waffle transfered to Dae Gee
Bubbles Liquor World
Tiny Bubbles
The I.C. transfered to Upland Brewing Co.
El Meson to Chapala
China Cafe

Liquor Revenues

2017	$18,270
2020	$29,778
2021	$30,751
2022	$33,441
2023	$29,230
2024	$22,752
2025	$33,897

Town Manager's Office Monthly Report December 2025

Under the direction and guidance of the Town Manager and Assistant Town Managers, each division within the Town Manager's Office has established performance objectives, generally linked to the Town's long-term Vision. This report highlights the divisions' performance relative to their objectives, as well as other key accomplishments.

Facilities Maintenance - Provides a safe, clean, positive environment at all municipal facilities, for both employees and the public.

Division of Innovation and Technology - Partners with departments Townwide to strategically implement technology that is secure and well-supported.

Municipal Court - Committed to the administration of justice with equality, fairness and integrity, in an expeditious and timely manner, for the people of Castle Rock.

Communications - Facilitates community outreach and involvement for departments Townwide

Human Resources - Serves as an internal consulting resource, provides innovative programs in support of the Town's values and fosters positive work relationships.

Youth Commission - The Youth Commission provides a means for youth in the Town of Castle Rock to learn more about their local government, participate in the process, and represent and articulate the needs of our community's youth.

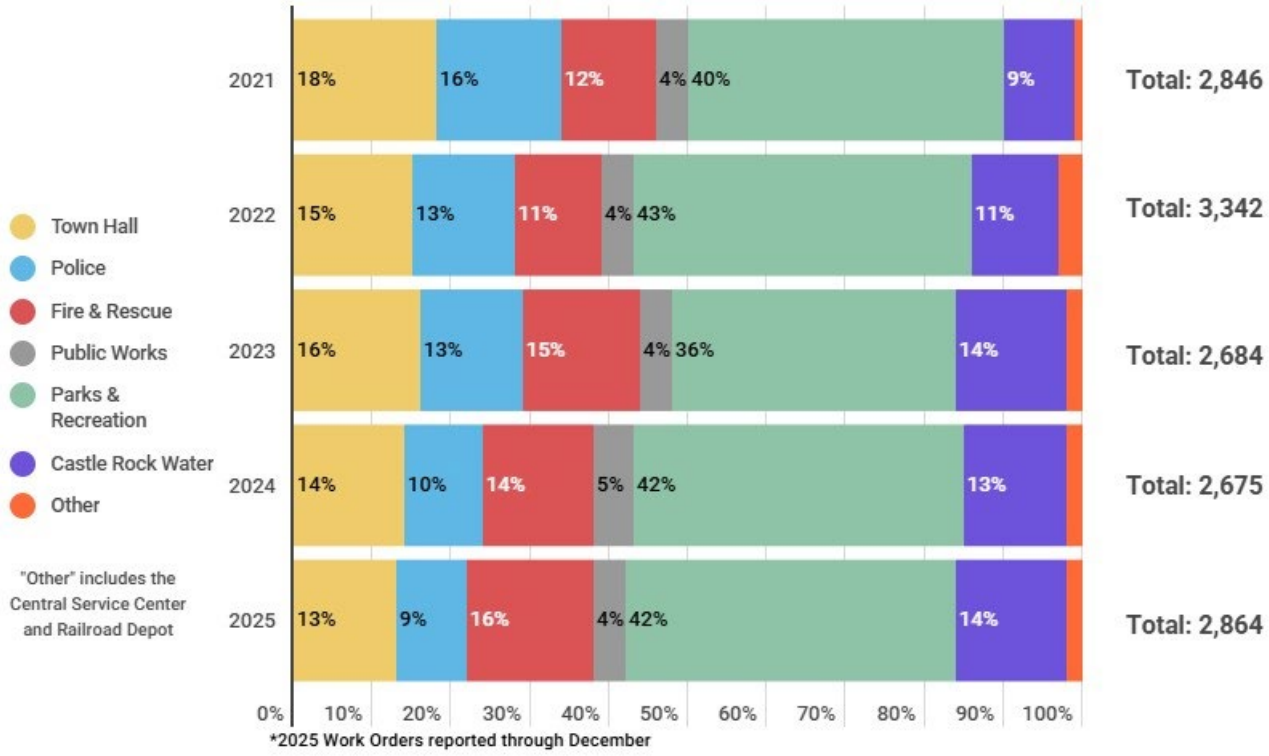
Facilities Maintenance

Key Accomplishments

- In December, the Facilities team completed **243** work orders including **99** preventive maintenance activities and **26** custodial inspections. There were **2** emergency work orders in December
- The Facilities Division closed a total of **2,864** work orders in 2025 – an increase of **7%** over 2024
- Of all work orders, **42%** were related to preventative maintenance activities including building and custodial inspections
- Replaced exterior door at Fire Station #154 and filter room doors at the Recreation Center
- Completed fan wall installation at the Recreation Center
- Completed bench refinishing in the MAC locker rooms
- Ongoing design coordination for future stair and parking enhancements at the Police Department building
- Supported ongoing planning and design efforts for the Fire Station #156 project

Facilities Division

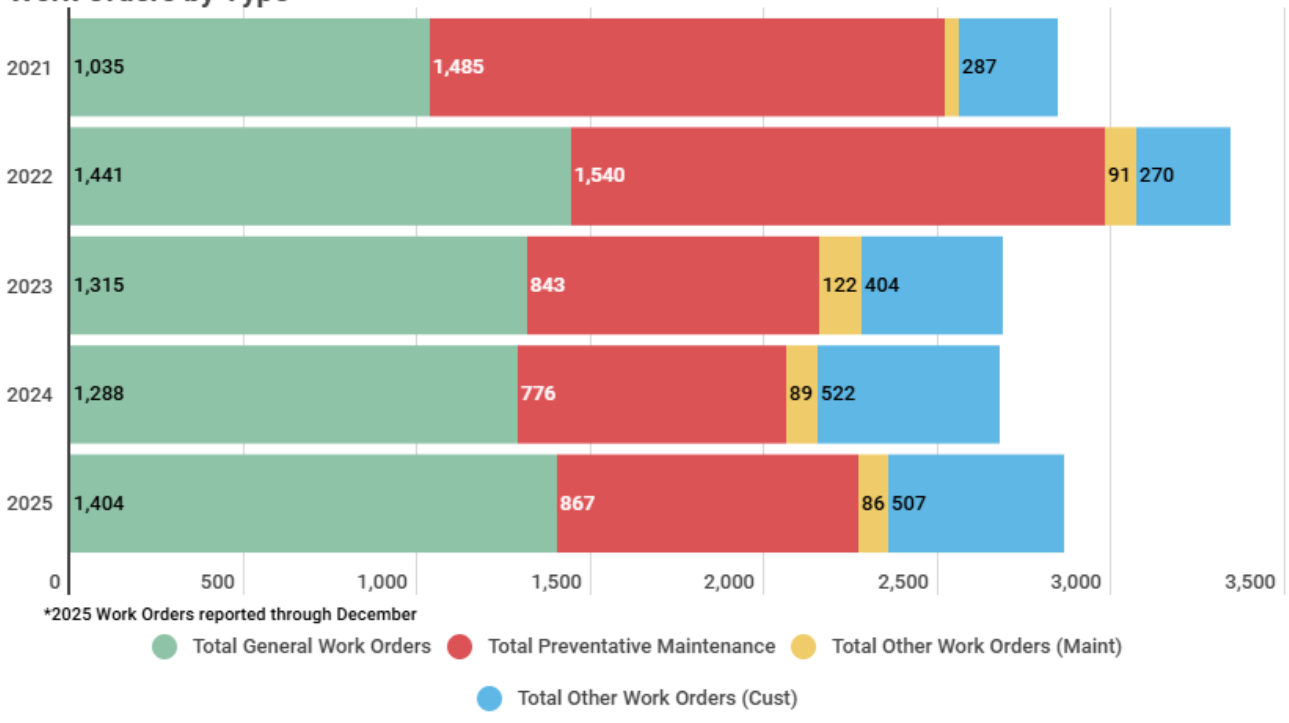
Work Order % by Department



*2025 Work Orders reported through December

Facilities Division

Work Orders by Type



*2025 Work Orders reported through December

"Other" work orders include event setups, snow removal and custodial work orders/inspections

Division of Innovation and Technology

Key Accomplishments

- Completed mail migration to Exchange online
- Upgraded Milestone Video Management System
- Added school and large building information to police field maps
- Completed upgrade of Police computer-aided dispatch and records management test systems
- Upgraded the Town's vulnerability management system

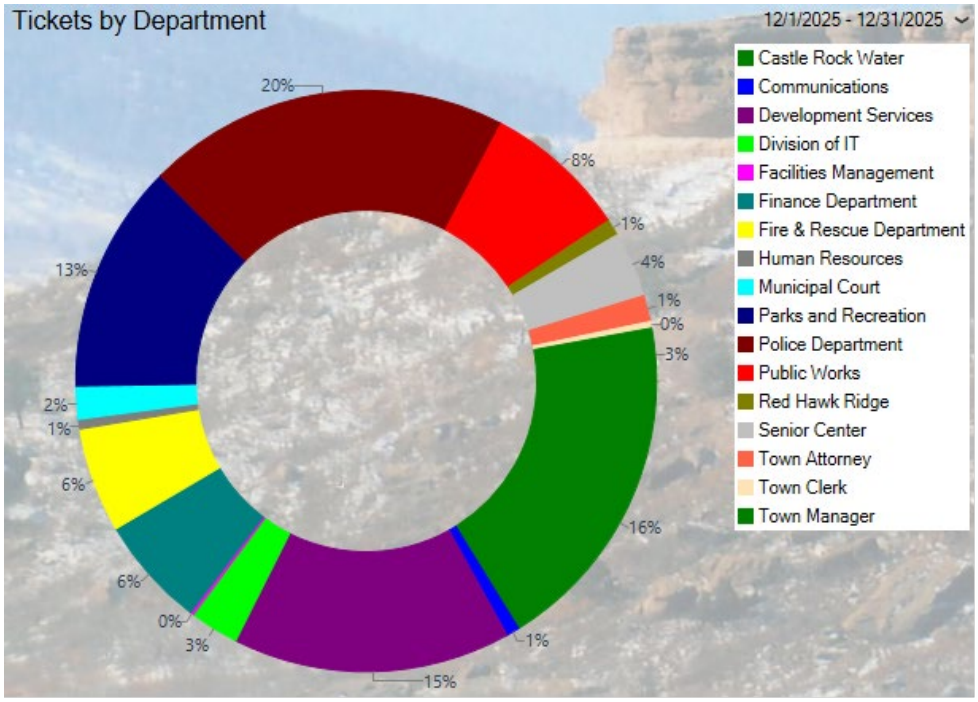
Addressed **528** total tickets, with an average time to resolve of **45** hours

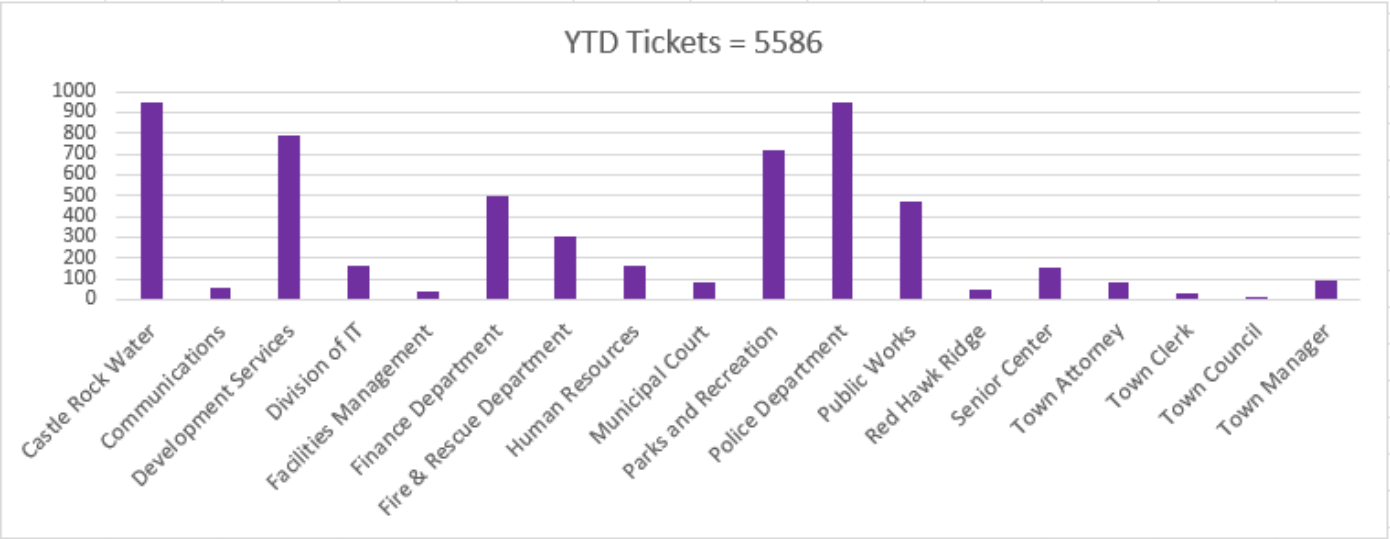
- There were **three** emergency tickets this month, 100% of which were resolved within 24 hours (100% is the goal)
- There were **28** urgent priority tickets this month, 96% of which were resolved within two calendar days (85% is the goal)
- There were **433** medium priority tickets this month, 98% of which were resolved within 10 calendar days (90% is the goal)

Geographic Information Systems (GIS)

- Addressed **23** total tickets, with an average time to resolve of **76** hours
- There were no annexations in; the goal is to have 90% of annexations reflected within one week or receipt
- There was **one** zoning change in December (100%), which was reflected within the GIS database map within two weeks of receipt; the goal is to have 90% of zoning changes reflected within that timeframe
- There were **two** parcel updates in December (100%), which were reflected within the GIS database map within four weeks of receipt; the goal is to have 90% of parcel changes reflected within that timeframe

Metrics



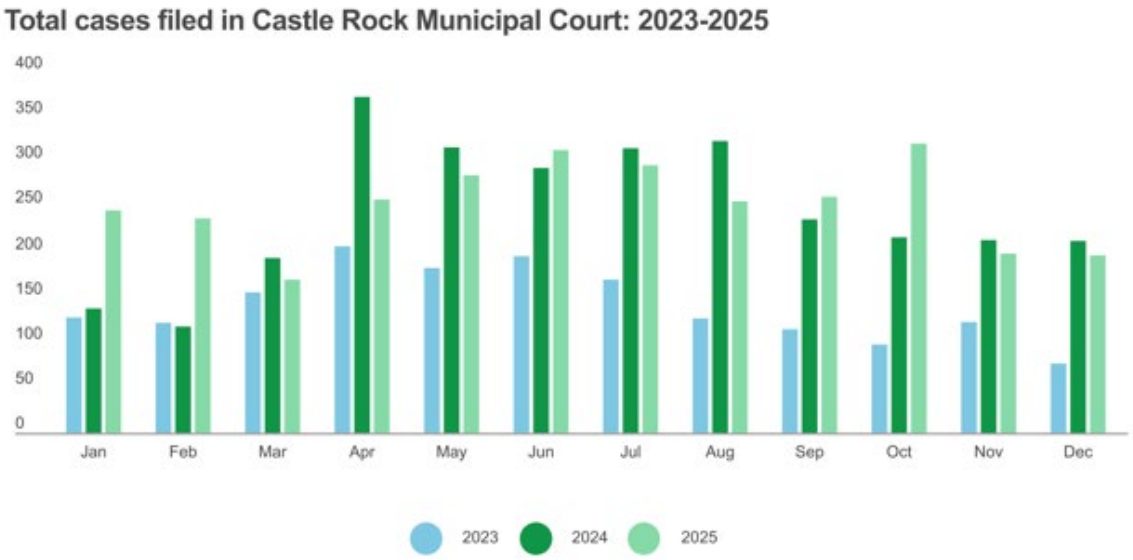


Municipal Court

Key Accomplishments

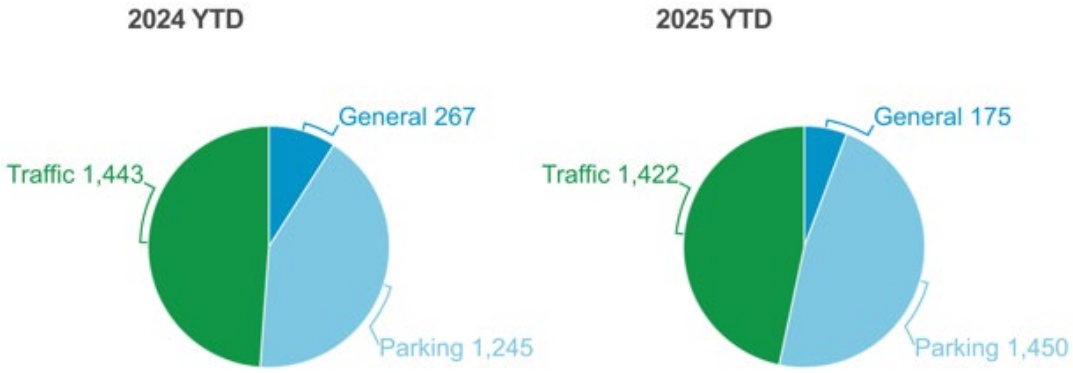
- There were no eligible Teen Court cases in December
- Teen Court held a total of **16** cases for the 2025 year
- In 2025, the Municipal Court filed a total of **3,047** cases. This represents an increase of approximately 100 cases over 2024 and 1,300 cases over 2023. Approximately 90% of all cases filed were traffic and parking matters, with the remaining 10% consisting of animal violations, criminal cases, and code enforcement matters. Notably, criminal filings decreased by approximately 100 cases compared to the prior year
- During 2025, the Court disposed of **3,886** cases. Maintaining dispositions at or above the number of new filings is a key performance indicator for the Court. This level of case clearance demonstrates that the Court is effectively managing its workload and does not have a concerning case backlog
- In April 2025, the Town welcomed Judge Thrower as the Court's new Presiding Judge. Judge Thrower brings extensive experience and expertise to the Municipal Court. His leadership strengthens the Court's operations and judicial capacity, and we are pleased to have him serving the Town of Castle Rock

Metrics



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2023	128	122	156	207	183	196	170	127	115	98	123	77	1702
2024	138	118	194	373	317	294	316	324	237	217	214	213	2955
2025	247	238	170	259	286	314	297	257	262	321	199	197	3047

Total cases filed in CR Municipal Court by type YTD: December 2024 vs. December 2025



Communications

Key Accomplishments

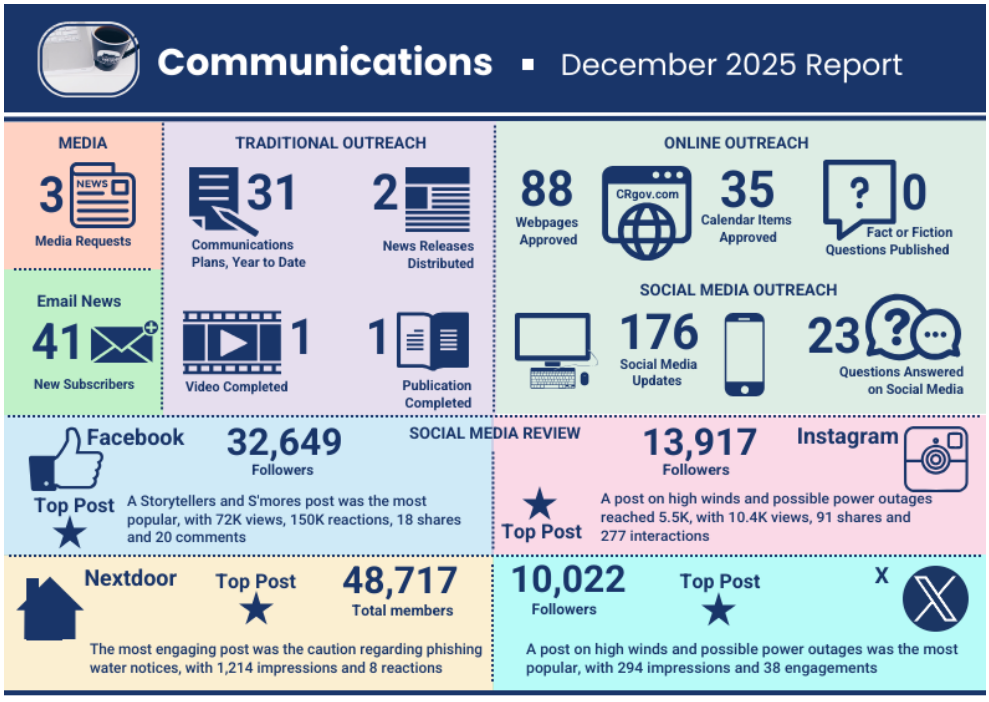
- In December, the Communications Division held website training for the internal Web Team.
- Staff also completed **one** publication: Your Town Talk newsletter

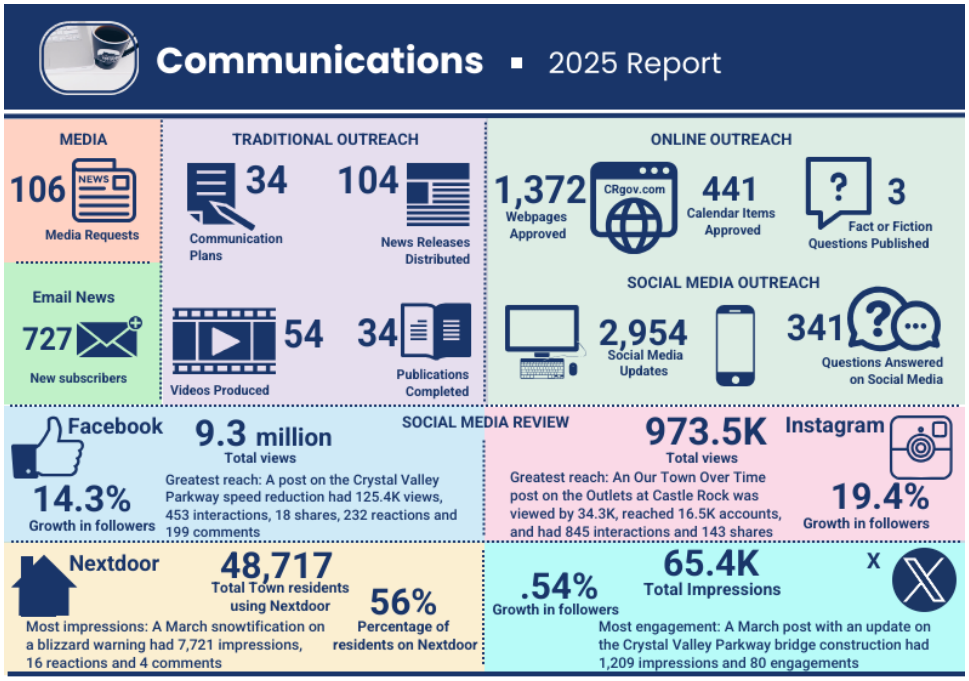
During December staff issued news releases about:

- Dry weather, forecasted wind causes Town to implement fire restrictions
- Dec. 16 Council update

The hyperlinked item was available as of Jan. 9

Metrics





Human Resources

Key Accomplishments

- HR attended **14** interview panels, totaling **39** interviews:
    - Combination Building Inspector: 3
    - Senior Maintenance Technician: 3
    - Combination Building Inspector II with Electrical: 2
    - HR Manager: 5
    - Distribution Operator: 5
    - I&C Engineer Review : 3
    - Development Tech Planning Position: 4
    - Water Operator: 3
    - Signs and Markings Technician: 4
    - Water Resources Project Manager: 1
    - OT Systems Administrator: 2
    - Senior Development Engineer: 1
    - Plant Maintenance Supervisor: 2
    - Project Manager, CI: 1
- **Employee Orientation**: **8** new full-time employees and **19** part-time or seasonal employees came on board in December
- **Separations**: HR separated **5** full-time employees and **31** part-time or seasonal employees in December
- **Performance Evaluations:** In December, HR reviewed **94** performance evaluations prior to their filing to ensure comments were consistent with ratings and that the Town's performance management standards were being met
- **Employee Recognition**: There were **four** recognitions in December, receiving the Applause award
- **Training and Recruitment**: HR didn't attend any career fairs in December

Youth Commission

Key Accomplishments

- The Youth Commission adopted **three** Castle Rock children for Christmas, a 2-month-old, a 6-year-old and an 8-year-old, buying Christmas gifts and dropping them off to the Courts to be delivered and spread some holiday cheer! Commissioners also donated six gift cards to Teen Advisory Group's Christmas Service Project, which benefits Douglas County families through Catholic Charities and Developmental Pathways
- Some of the Youth Commissioners attended the State of the County event in Lone Tree, serving as honorable ushers for the event
- The Youth Commission continues to sponsor a tree in Festival Park and frequently decorates it for the season that includes hand-made ornaments from the Youth Commission members
- At the December meeting, the Outstanding Youth Leadership and Service award was introduced, and its first recipient of the award was recognized



CASTLE ROCK WATER

DEC 2025 MONTHLY REPORT

192 MG	0 %	6.2
WATER DEMAND TOTAL	RENEWABLE WATER SUPPLIES	WATER SUPPLY INDEX

SYSTEM INTEGRITY	0 leaks
WATER QUALITY SAMPLING	0 issues
CUSTOMER ACCOUNTS	28,275



Additional features available online

View report online

Made with infogram

WHAT WE ARE UP TO

Ray Waterman Facility LAS Conversion

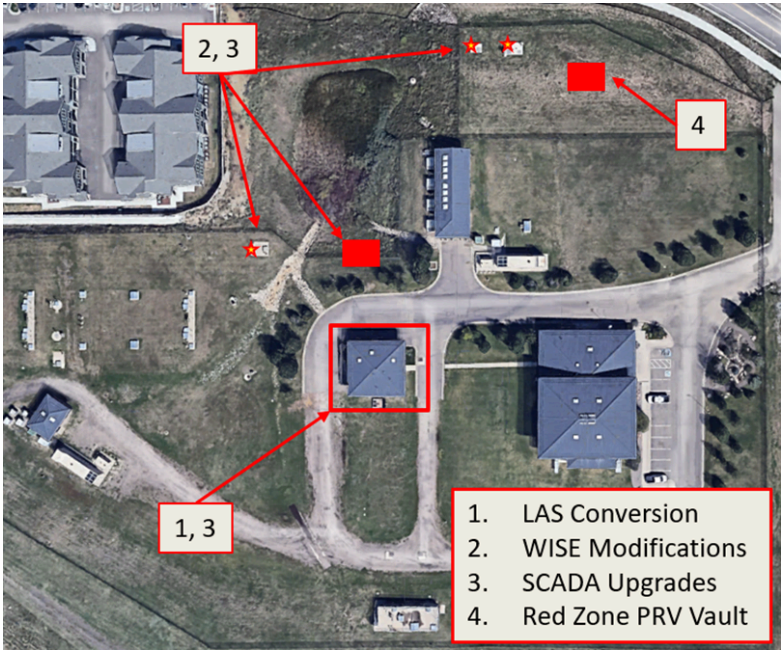
The LAS Conversion Project at the Ray Waterman Regional Water Treatment Center (RWRWTC) is currently under way. This project includes four major components of work that will improve the facility safety, operational flexibility, redundancy, and standardization.

Scope 1 – Liquid Ammonium Sulfate (LAS) Conversion: Convert the existing gaseous anhydrous ammonia storage and feed system to liquid ammonium sulfate (LAS) to improve safety for operations staff and surrounding neighborhoods; see detailed comparison of LAS versus aqueous ammonia below.

Scope 2 – WISE Modifications: Install new chlorine sample analyzer panels in the yard and construct a new chemical injection vault to relocate ammonia injection downstream of the clearwell, improving sampling response time, simplifying filter backwash procedures, allowing direct acceptance of WISE water into the clearwell, increasing overall plant production, and enabling WISE water acceptance when the RWRWTC is offline.

Scope 3 – SCADA Upgrades: Upgrade SCADA components in the chemical building, red/green meter vault, and existing WISE vaults to align with master planning standards, implementing elements originally planned under SCADA Phase V to reduce future rework and additional costs.

Scope 4 – Red Zone PRV Vault: Install a new pressure-reducing valve (PRV) vault connecting the red zone to the clearwell to provide a redundant and emergency water supply path, allowing red zone water to flow into the clearwell for distribution to the green zone via the high-service pumps.



The project is being phased to keep the plant operational as continuously as possible until construction is complete. Currently,

bypass piping is being installed to allow for installation of the chemical injection vault. Construction is anticipated to be complete by May 2026. The overall construction cost is approximately $3.8 million. This table compares the safety profiles of LAS and aqueous ammonia, demonstrating that LAS is the safer option, which was a key factor supporting the need for this project.

Category	Liquid Ammonia Sulfate	Aqueous Ammonia
Primary role	Surfactant (cleaning, emulsification, wetting)	pH control, nitrogen source, chemical conditioning
Acute human health risk	Low–moderate	Moderate–high
Skin contact	Mild to moderate irritation with prolonged exposure	Corrosive at higher concentrations; can cause burns
Eye contact	Irritation possible; typically reversible	Severe irritation or permanent damage possible
Inhalation risk	Minimal (low volatility)	Significant – vapors can irritate or damage respiratory tract
Volatility / vapor hazard	Very low	High (especially at elevated pH and temperature)
Worker exposure concern	Splash/contact during handling	Fumes, leaks, confined-space exposure
PPE typically required	Gloves, eye protection	Gloves, goggles, face shield; respirator in some cases
Aquatic toxicity	Toxic to aquatic organisms at elevated concentrations	Toxic to fish and invertebrates (unionized NH_3 highly toxic)
Regulatory discharge concern	Effluent surfactant limits; foaming	Ammonia-N permit limits; acute toxicity criteria
Environmental persistence	Readily biodegradable	Converts to nitrate/nitrite; contributes to nutrient loading
Risk of chemical reactions	Generally stable; low reactivity	Reacts with chlorine to form chloramines
Odor complaints	Rare	Common; strong public nuisance potential
Emergency response risk	Low	High (spills/releases treated as hazardous events)
Storage hazards	Low	Moderate–high (pressurization, fumes, corrosion)

STAFF RECOGNITION

CERTIFICATIONS



Peter Gaudioso
Distribution 2



Colin Champine
Collections 2



David Madsen
Treatment B



Joshua Vaughn
Treatment C

158+ certifications in 2025

2025 Staff Holiday Party
Wear your 'ugly' sweater



WATER STAR AWARD

Matt Attiyeh, Asset Program Manager



Matt works largely behind the scenes, but his job impacts all of us one way or another—with little recognition about the importance of what he does. Matt's work is constantly evolving and yet anytime we reach out with a request or a question, he respond immediately—often in person. He has helped me numerous times since he joined CRW, always with a smile. In fact, I overhead him just the other day in a nearby office, answering questions and discussing options on how he can make things easier and more efficient to suit the other employee's needs. His customer service is outstanding and so much appreciated by me and my work group.

STAFF RECOGNITION

High Five

Nathan Hannick We had an urgent last-minute request from the CRR1&2 Design Team to locate all of the utilities around the Plum Creek Diversion Pump Station in advance of a meeting with the design team and contractors to determine the best route to connect the new reservoir electrical and communications lines. I contacted Nathan on a Thursday about the request and he had everything located and well-marked by Monday before the Tuesday morning meeting. The locates were very helpful in determining an alignment for the pump station connections. Nathan followed up with me when the locates were completed and also checked in after our onsite meeting. I know Nathan had to rearrange other priorities to make this happen so quickly. This demonstrates Nathan's commitment to Town values in working as a team towards common goals and providing exceptional service to internal customers. Thanks Nathan!

Katilin MacPherson During the Thanksgiving holiday, Kaitlin worked with the Finance team to ensure timely end-of-month ACH processing. She showed initiative by coordinating schedules across departments and successfully executing file processing, even though it required processing on a town holiday.

Jill Skelton Jill conducted research across multiple online platforms and compiled a comprehensive packet of examples to enhance our website. Her recommendations focused on improving site flow, ensuring easier navigation, and updating content for relevance and clarity. These ideas were first shared with her Senior CSR and subsequently presented to the Customer Relations Program Manager. In addition, Jill provided valuable feedback on verbiage updates for the Castle Rock Water – How Do I segment of the website.

Lauren Moore I would like to recognize that Lauren took care of ALL the batteries and taped every single one to donate and cleanup, so we only have one bucket instead of 3.

Jack Berry
Dwight Keller I would like to thank them for getting the ladder and getting up to the platform and putting the Christmas tree and boxes up.

Rate Our Service

4.9

For 2025 survey responses, customers provided a 4.9 out of 5 rating for customer service received in billing, cross connection, landscape inspection and meter assistance.

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WATER RESOURCES

WATER DEMAND

Maximum demands inform us of the size of the infrastructure necessary to provide water service over short periods of time and help us to plan future water resources needs.

DAILY MAXIMUM DEMAND

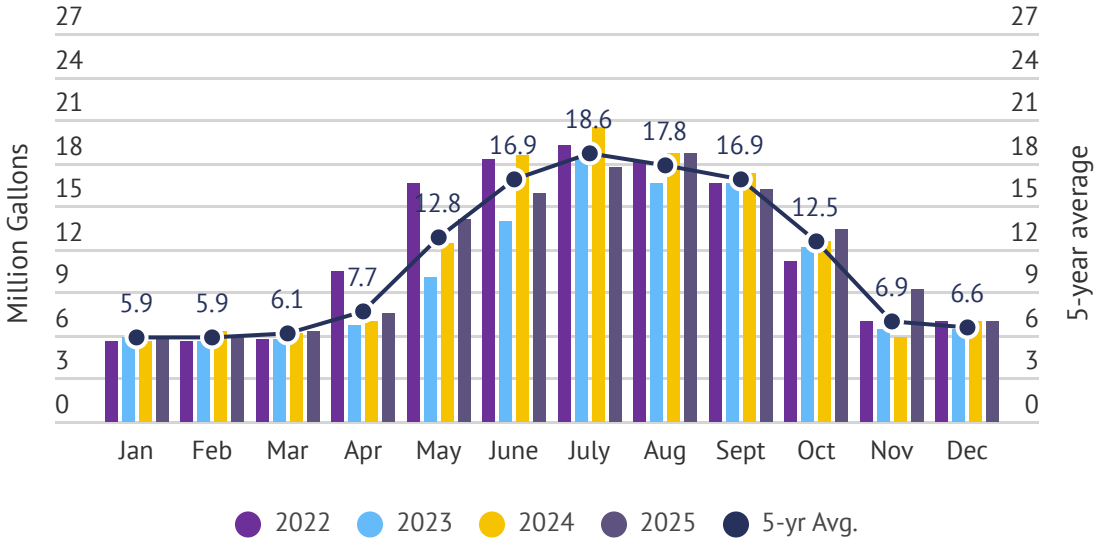
- 7.0 million gallons/day (MGD)
- 5-year average: 6.6 MGD
- 6% higher than the 5-year average

MONTHLY DEMAND

- The water demand total for December was 192.0 million gallons (MG) [589.3 acre-feet (AF)]
- 3% lower than the November 2025 total of 197.4 MG
- 24% increase from the previous year's December 2024 demand of 155.2 MG

ANNUAL DEMAND TOTALS

- 2025 total demand: 3,308.3 MG
- 1.9% less demand than 2024



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WATER RESOURCES

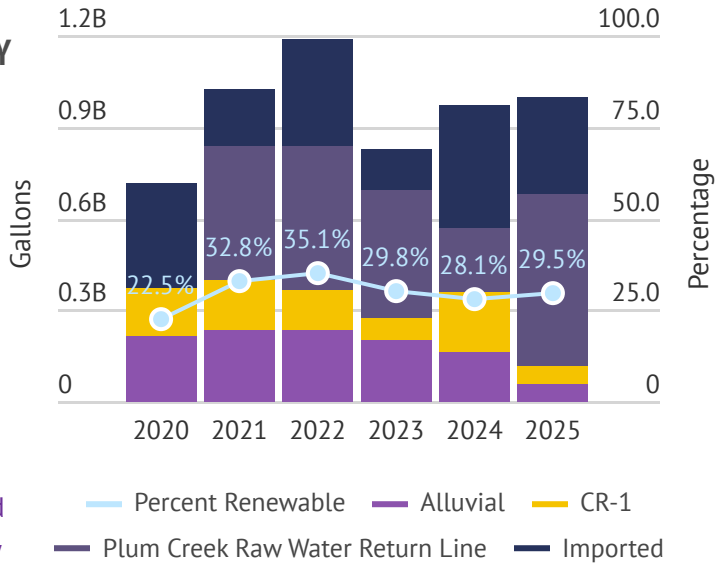
RENEWABLE WATER SUPPLY

Renewable supplies are those water sources that are replenished by precipitation.

0%
DEC.

2065 goal: 100%

Renewable water represented 29.5% of annual water supply



In total, renewable supplies accounted for 0% of the total water supply for the month (0 MG of 179.6 MG) and 29.5% of the annual water supply (999.6 MG of 3,386 MG)

- The CR-1 diversion produced an average of 0.0 MGD[1]
- The PC diversion produced an average of 2.58 MGD
- The 14 alluvial wells produced an average of 0.0 MGD[1]
- The renewable water production average was 0.0 MGD

[1]PCWPF is offline for the expansion project November 2025 through April 2026.

REUSABLE SUPPLIES

2.6%
Dec. 2025

Reusable supplies are waters that are either from the non-tributary Denver Basin (deep wells) or imported supplies (such as WISE) that can be used over and over, to extinction.

Reusable water was 29.5% of water supply

STORAGE

- Chatfield Reservoir: 1,151 AF
- Rueter-Hess Reservoir: 536.2 AF
- Castle Rock Reservoir No. 1 (CRR1): 0 AF
- Castle Rock Reservoir No. 2 (CRR2): 659 AF
- Walker Reservoir: 47.3 AF

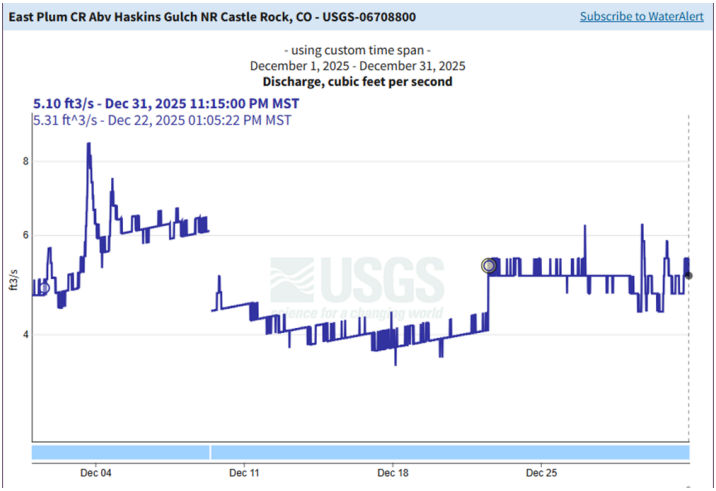
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WATER RESOURCES

EAST PLUM CREEK FLOWS

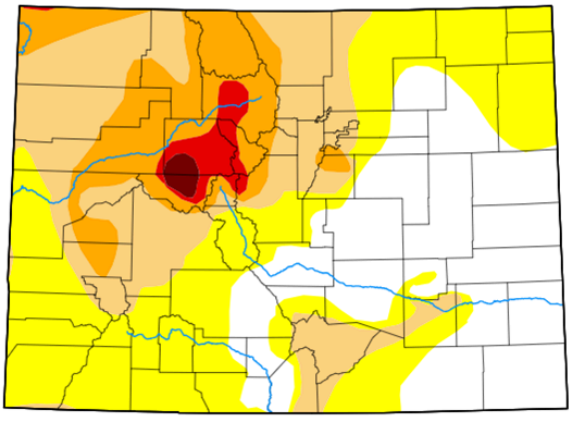
The hydrograph indicates the estimated flow in East Plum Creek basin.

- Flows ranged from 3.5 to 8.6 cubic feet per second (cfs)
- The monthly average streamflow was 4.9 cfs
- The 25-year mean is 5.6 cfs



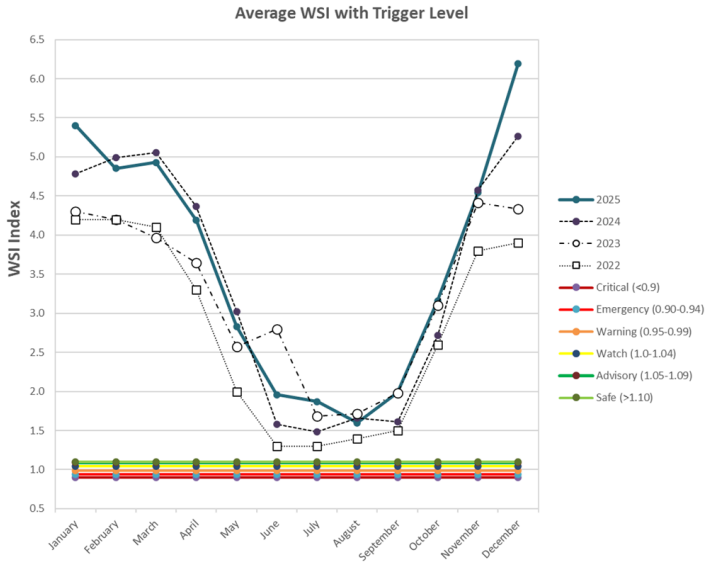
DROUGHT

According to the most recent U.S. Drought Monitor maintained by the United States Department of Agriculture (USDA), northern Douglas County is experiencing abnormally dry, moderate drought, and severe drought conditions.



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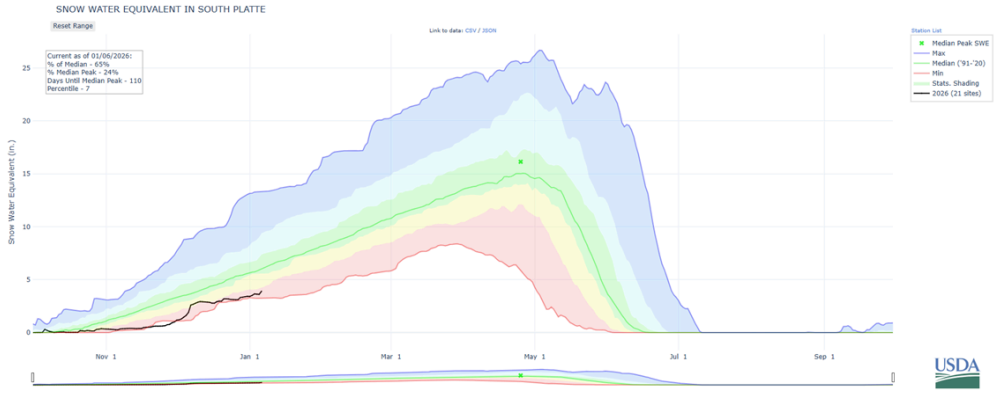
WATER SUPPLY INDEX



6.2
WSI

The Town of Castle Rock's Drought Management Plan uses a Water Supply Index (WSI) for the Town that accounts for local conditions relative to the Town's capability to address our water resources and daily water demands. Anything below 1.1 will trigger a drought stage relative to its severity.

SOUTH PLATTE RIVER BASIN SNOW PACK



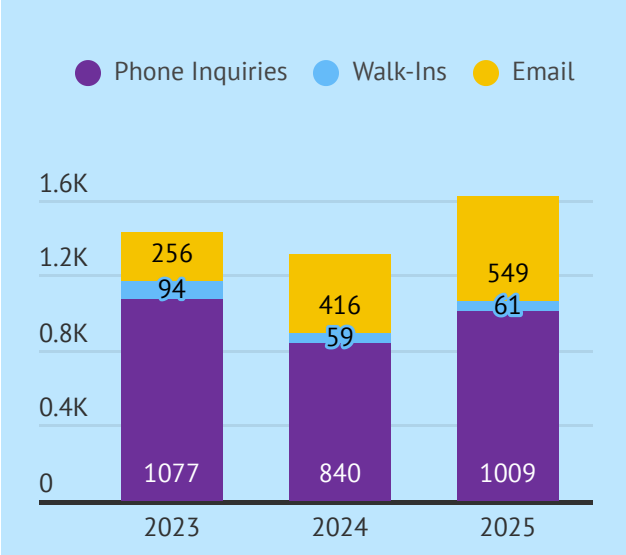
- Year-to-date precipitation at 79% of median
- Snow Water Equivalent (SWE) at 65% of median

BUSINESS SOLUTIONS

CUSTOMER SERVICE

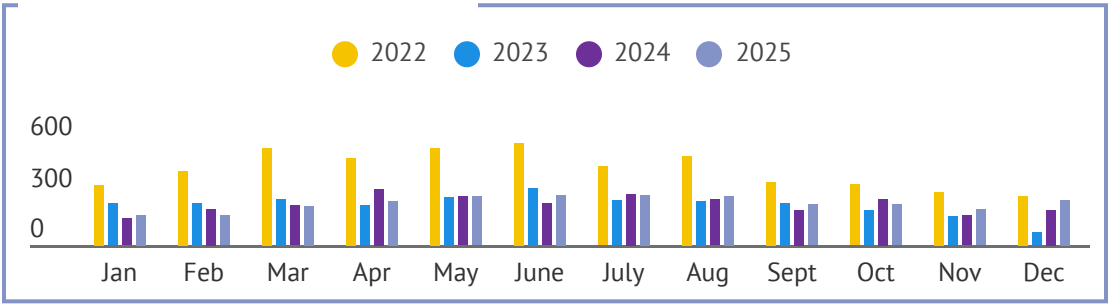
CUSTOMER ACCOUNTS
28,275 2.2% increase from 2024

2025 TOTALS
875 walk-ins
14,796 phone calls
8,449 email inquiries
2,845 transfers



TRANSFER OF SERVICE

Transfers of service represents the start/stop for service for new properties and those changing ownership.



CUSTOMER OUTREACH

OUTLET	POST	REACH		
Facebook	5 posts	52.k reach	211 engagements	39 shares
NextDoor	1 post	1,214 impressions	8 reactions	
LinkedIn	1 post	754 impressions	9 engagements	25 clicks
Customer mail	15,916	71% open rate		

The Town saw 1.2 million views with 4,000 net increase of followers on social media.

TOPICS
Winter watering
External direct mail alert

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METER SERVICES

Skipped reads

2.65%

Above industry average of 2% due to smoothing out new AMI processes.

0.63%
annual average

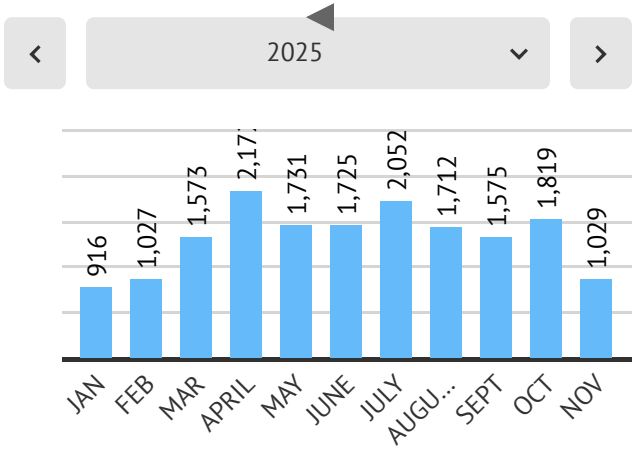
About 98% of the 28,000 customer connections have been upgraded to Advanced Metering Infrastructure technology.

Measuring skipped reads is a strong indication of the level of preventative maintenance being done by our team.

ALL SERVICE WORK ORDERS

Standard work orders include meter replacement and AMI upgrade, bulk hydrant move-outs, curb stop maintenance, MXU installation, flow detection and pressure checks.

18,324 total for 2025

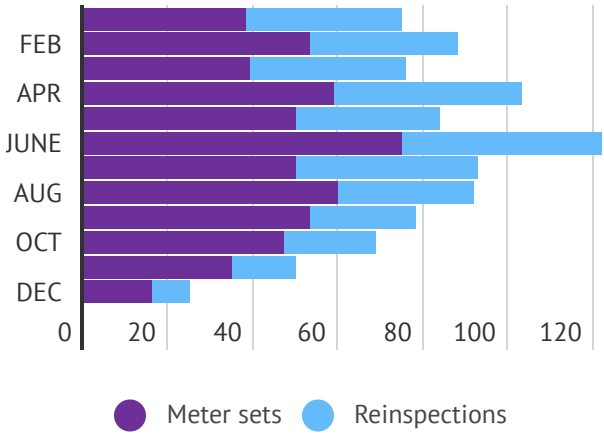


METER SET INSPECTIONS

Meter set inspections, to ensure code compliance, are required on all new meters installed. At the time of the inspection, the curb stop is tested for operability and the MXU is installed which provides reading capability for our drive by technology.

955 total inspections in 2025

39% average reinspection rate



OPERATIONS

0

OUTAGES

0 for the year

GOAL: <5 % of our customers will experience water outage for one or more events totaling more than 30 hours per year.

0

PRESSURE

0 for the year

GOAL: 1% of our customers will experience less than 43 pounds per square inch (psi) of pressure at the meter during normal operations.

0

5 total

OVERFLOWS

GOAL: Prevent 100% of sewer system overflows with line inspections and cleaning.

SANITARY SEWER OVERFLOWS

AWWA Index: SSO rate/100 mi

- Top quartile: 0.4
- Castle Rock Water: 1.5
- Median: 1.6
- Bottom quartile: 3.3

0

19 total

LINE BREAKS

GOAL: Remain in the top quartile for AWWA benchmarking for leaks and breaks through regular maintenance and rehabilitation.

WATER SYSTEM INTEGRITY

AWWA Index: Leaks and breaks/100 mi

- Castle Rock Water: 5.85
- Top quartile: 9.2
- Median: 18.7
- Bottom quartile: 30.1

1,546
UTILITY LOCATES

15,210 total for 2025

SEWER

69.79 mi
LINES INSPECTED

LINES CLEANED
15.43 mi

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STORMWATER COMPLIANCE Q4 2025

The Stormwater Division manages stormwater runoff to minimize flooding hazards and to protect water quality in our watersheds. Services include:

- Construction site inspections
- Spill reporting, enforcement and response
- Public education and outreach
- Pond maintenance oversight

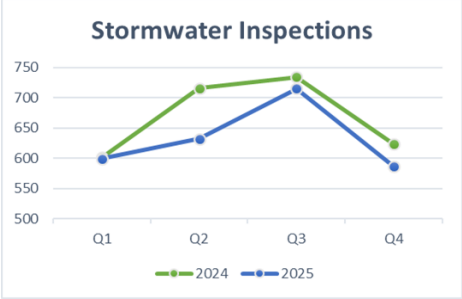
Trends

Over the past 5 years, inspections have been declining likely due to the economic downturn. Customer service requests flow with weather conditions as seen by the noticeable jump in 2023 due to the onslaught of rain and flooding issues we received in May and June of that year.



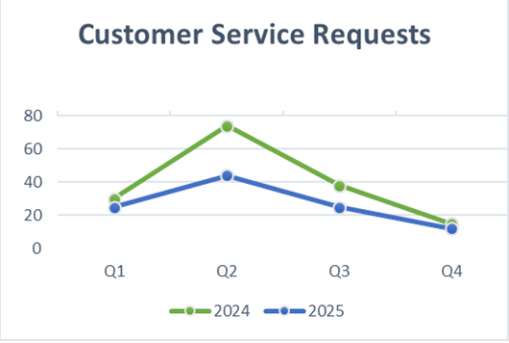
Inspections

The inspection team regulates permitted residential and commercial properties. Total inspections tracked 19% lower from 2024 to 2025. Overall, inspections from Q1 2024 to Q4 2025 dropped a little over 2%.



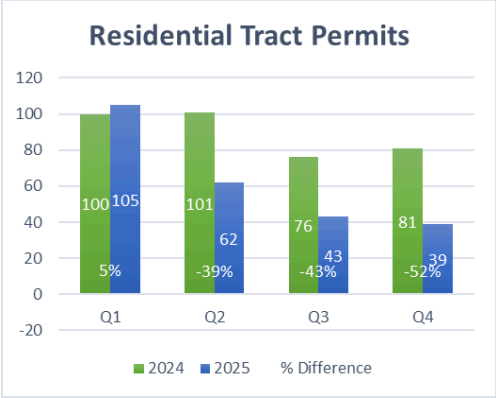
Customer Service Requests

The Stormwater Division receives various customer concerns, from nuisance groundwater and illicit discharges, to dust, and infrastructure maintenance. Complaints often rise and fall with weather patterns. Customer concerns decreased back to baseline after the typical high volume in the summer. Also, total CSRs are down 32% from 2024 to 2025.



Permits

Total annual residential tract permits were 30% lower from 2024 to 2025 compared to the 10% drop from 2023 to 2024.



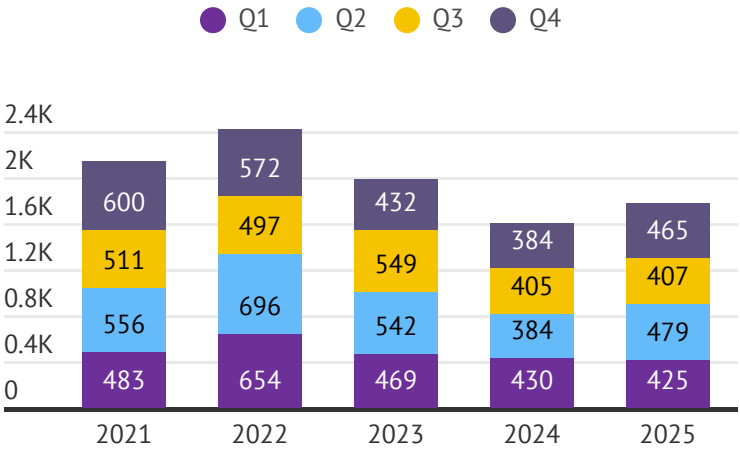
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PLAN REVIEW Q4 2025

Castle Rock Water Plan Review team reviews planned development plans, site plans, construction drawings, water efficiency plans and technical reports for each project to ensure the public infrastructure built by the developer is following the criteria set by the Town, with respect to:

- Water
- Sanitary sewer
- Stormwater drainage
- Flood control
- Landscape and irrigation
- Temporary Erosion and Sedimentary Control

PLAN REVIEWS



293

# of projects in Q4

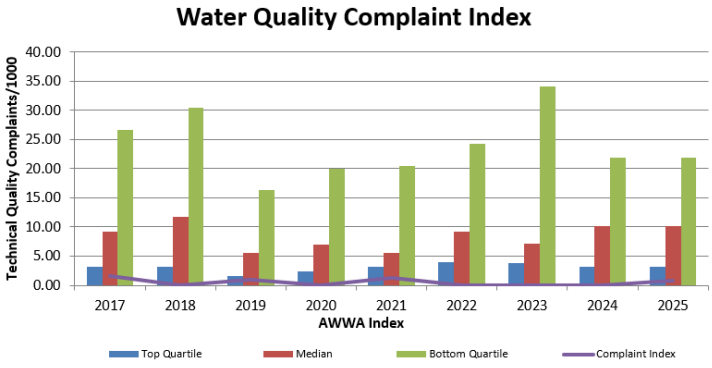
PERMITS

PERIOD	Single Family	Com-mercial	Misc	Multi-family	TOTAL
1st Quarter	261	42	9	8	320
2nd Quarter	347	37	8	4	396
3rd Quarter	196	41	17	1	255
4th Quarter	168	35	13	0	216

The plan review team reviews building permits to verify proposed water demand to size meters and assess system development fees.

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WATER QUALITY



For 2025, Castle Rock Water had 0.80 complaints per 1,000 customers.

Castle Rock Water remains in the upper quartile for fewest water quality issues.

- Staff conducted 23 in-home water quality visits in 2025

CONSERVATION

REBATES	Residential	Nonresidential	Total
Applications	129	25	154
Sq. ft. removed	99,931	162,595	262,526
Rebated amount	$317,413	$528,434	$845,846

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Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 3. **File #:** ID 2026-007

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Kristin Read, Assistant Town Manager

Update: Legislative Update

Executive Summary

Staff will be making a presentation and providing information, and request for Town Council direction on items, as needed.

LEGISLATIVE UPDATE

JANUARY 20, 2026
TOWN COUNCIL

TOWN OF CASTLE ROCK COLORADO

OVERVIEW

- General Assembly in session January-May
- Staff monitors, but does not take any positions on, legislation unless Council directs it
- Staff is presently tracking roughly 50 potential and introduced bills
- If Council is interested in information on any specific bills not addressed tonight, staff can provide an update at a future meeting

RECOMMENDED OPPOSE ITEMS

NOT YET INTRODUCED: FAIRNESS & TRANSPARENCY IN MUNICIPAL COURT
Would create an unfunded mandate by requiring the live streaming of all municipal court proceedings where jail is a possible penalty, regardless of existing staffing levels or technology, among other provisions.

NOT YET INTRODUCED: HOUSING OPPORTUNITIES MADE EASIER (HOME) ACT
Would preempt local zoning to allow schools, institutions of higher education, certain housing-related nonprofits and public housing authorities to develop residential properties on land they own, disregarding local governments' comprehensive planning.

NOT YET INTRODUCED: PROTECTING EVERYONE FROM EXCESSIVE POLICE SURVEILANCE (PEEPS) ACT
Aimed at creating guardrails on data-sharing of license plate reader technology among Colorado law enforcement agencies and other states and federal law enforcement. This would effectively ban the Flock system CRPD uses.

RECOMMENDED OPPOSE ITEMS

SB 1037: Ban Government Purchase of Personal Data from Third Party
Would prohibit law enforcement agencies from accessing commercially available personal data from third parties without a warrant and would bar agencies from using data obtained indirectly from another agency if that data was originally acquired through a third party. Prevents any personal data acquired in violation of the act from being used as evidence in court proceedings.

RECOMMENDED SUPPORT ITEM

NOT YET INTRODUCED: ENHANCED PENALTIES FOR STREET RACING
Enhances penalties for drivers, spectators and organizers of street racing and stunt driving. Expected to include authorizing law enforcement to use livestreams and social media posts as evidence and to suspend licenses.

HB 1021: SECOND AMENDMENT PROTECTION ACT (Brooks)
Would repeal various State laws related to firearms and other weapons.

SB 11: SEARCH WARRANTS PROVIDED TO COVERED PLATFORMS (Frizell)
Requires operators of online services to ensure that each covered platform provides a streamlined process to allow Colorado law enforcement agencies to contact them.

SB 30: LOCAL ACCESS STATE PARKS GRANT PROGRAM (Baisley)
Creates a fund for supporting local governments in efforts to improve roads and other infrastructure that provide local access to state parks and state wildlife areas.

PROPOSED MOTION

"I move to affirm staff's recommended positions on State legislation as presented and direct staff to communicate the positions to the Town's legislative delegation, CML and others."

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 4. **File #:** ID 2026-008

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, Director of Castle Rock Water
Hannah Branning, Water Quality & Regulatory Compliance Manager

Briefing from Castle Rock Water: Water Quality Maintenance update; Chatfield Watershed Authority (CWA) By-laws Update; and Drought/Snowpack Update

Executive Summary

Staff to make a presentation and provide information to Town Council under this item.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 5. **File #:** ID 2026-009

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, Director of Development Services

Development Services Project Updates

The high-growth nature of Castle Rock results in numerous and diverse questions from individuals seeking information about existing conditions and future plans. Information on community development activity and formal land use applications are located on the Town website under the Development Activity Map link.

Development activity continues to be strong, with continued interest for a variety of project types in Castle Rock. Permit activity remains steady, and homebuilders and commercial builders remain active.

Please see the attached Staff Memorandum for project details.

Meeting Date: January 20, 2026

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director of Development Services

Title: **Town Manager Report – Development Project Updates**

This report contains development updates and new submittals or requests submitted to staff since the last update to Town Council. The high-growth nature of Castle Rock results in numerous and diverse questions from individuals seeking information about existing conditions and future plans and formal applications for development. More information on community development activity and formal land use applications are located on the Town website under the Development Activity Map link, which can be accessed at CRGov.com/DevelopmentActivityMap.

New Quasi-Judicial Applications Requiring Public Hearings

None

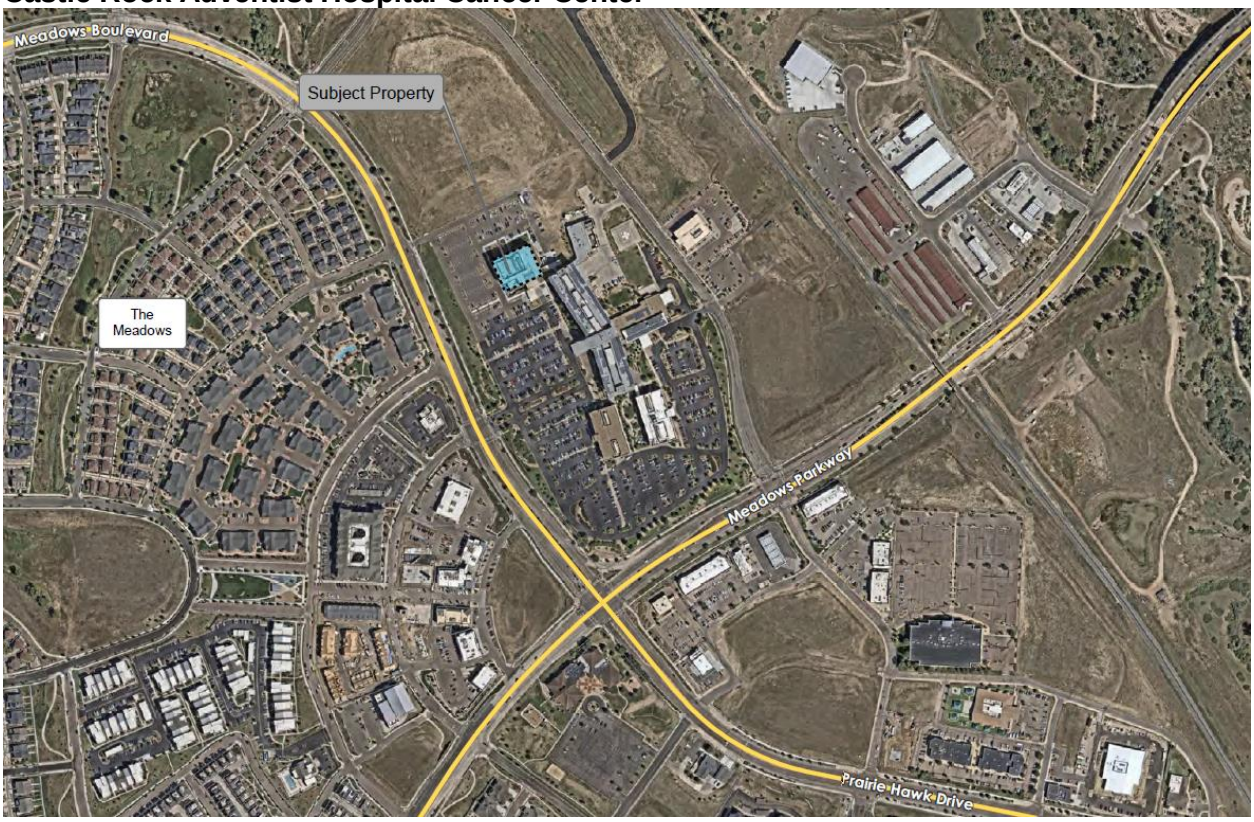
New Pre-Application Meeting Requests

Berkenkotter Motors Brookside Circle



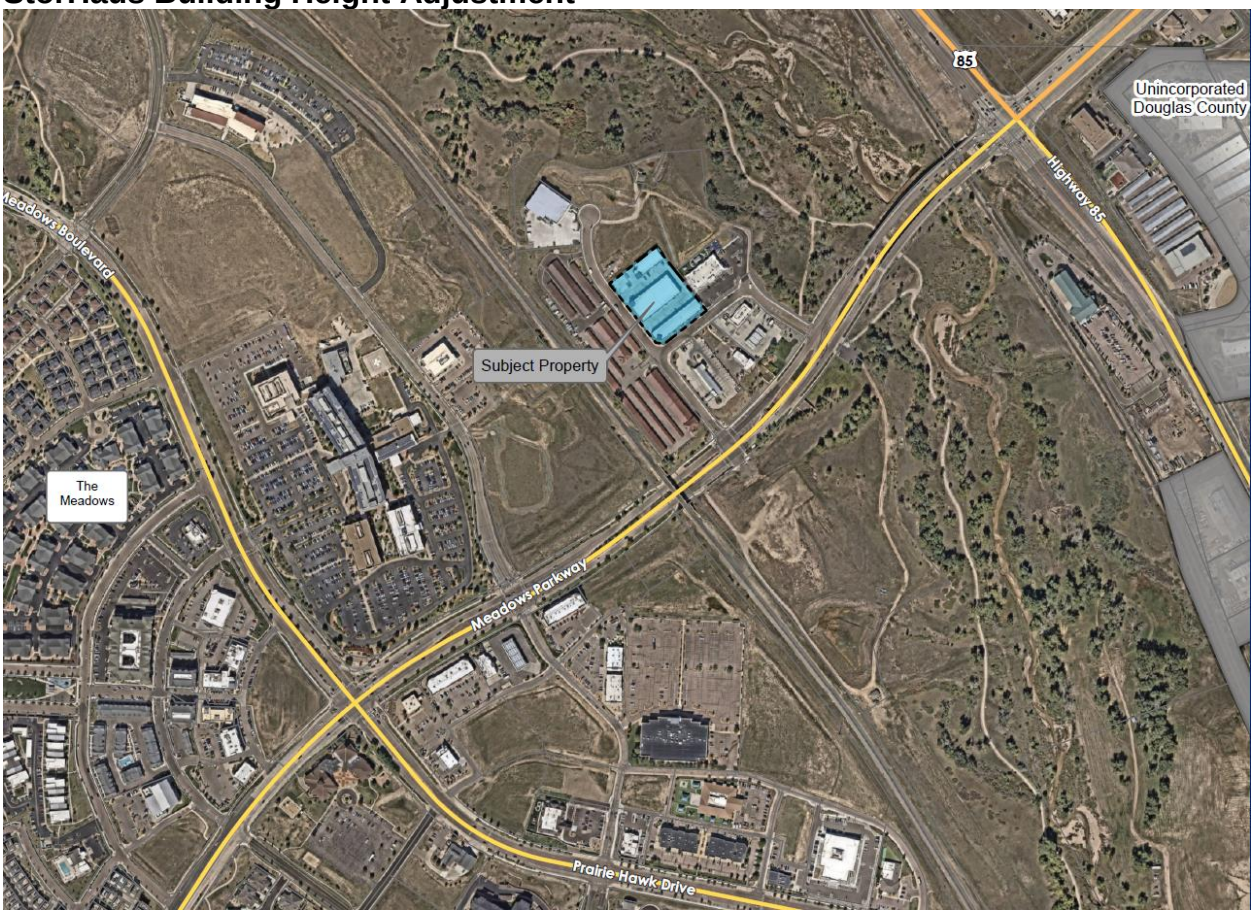
A pre-application meeting request was submitted seeking information on application and submittal to use the existing property and building at 1070 Brookside Circle for trailer and RV sales under Berkenkotter Motors. Berkenkotter Motors intends to move its trailer sales out of their southern Wilcox Street property and onto this property. The proposed project is located northeast of the intersection of S. Wilcox Street and Brookside Circle, in Councilmember Dietz's district.

Castle Rock Adventist Hospital Cancer Center



A pre-application meeting request was submitted seeking information on application and submittal to build a radiation oncology center in the Schrader medical office building, located at the Castle Rock Adventist Hospital at 2350 Meadows Boulevard. The center would use the existing 9,000 square feet of shelled space on the garden level of the building and would build an additional 800 square feet for the linac vault. The proposed project is located southeast of the intersection of Meadows Boulevard and Sabercat Way, in Councilmember Hollingshead's district.

StorHaus Building Height Adjustment



A pre-application meeting request was submitted seeking information on application and submittal requirements to adjust the previously approved clubhouse building at the StorHaus at Castle Rock Storage Condominiums from a 2-story building down to a 1-story building. The proposed project is located north of the intersection of Regent Street and Carnaby Lane, in Councilmember Hollingshead's district.

Ongoing Development Activity:

Commercial Development Activity

- **Promenade:**
  - Lazy Dog Restaurant site and building construction for a new stand-alone restaurant, located on the northeast corner of Castlegate Drive West and Promenade Parkway.
- **Meadows:**
  - New Hope Church Rezoning, new PDP to allow for a medical office building, located south of the intersection of Prairie Hawk Drive and Meadows Boulevard.
  - StorHaus Garage Condos, site and building construction for 3 buildings and a clubhouse, consisting of 38 garage condo units, located on the northeast corner of Regent Street and Carnaby Lane.

- **Downtown:**

- Circle K, site and building construction for a new 3,700-square-foot convenience store to replace the existing building on the site, located at 310 S. Wilcox Street.
- City Hotel, historic preservation and site plan approved for a 33-room hotel, located at 415 N. Perry Street.
- Scileppi's 2nd Phase, site and building construction to demolish the 1980 addition and build a new addition, located at 210 Third Street.
- The View, TCO issued for a 6-story building with mixed-uses including 218 residential units, located at Sixth Street and Jerry Street.

- **Dawson Trails Residential/Commercial**:
  - Costco, Dawson Trails, site plan amendment under review for 161,000-square-foot retail warehouse with fueling station on 18.4 acres, located east of Dawson Trails Boulevard, north of the future Crystal Valley Interchange.
  - Dawson Trails E2 Townhomes, 100 townhomes west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard.
  - Dawson Trails Filing No. 1 Infrastructure and Right-of-Way, construction plan approved for the northern segment of Dawson Trails Boulevard.
  - Dawson Trails Filing No. 2 Infrastructure, plat and construction plans approved for 97-acre area.
  - Dawson Trails Planning Area D, site plan approved for 256 single-family residential lots, and 13 acres of open space.
  - Dawson Trails Red Zone Tanks and Pump House, under construction for red zone water infrastructure in Dawson Trails.
  - Dawson Trails Planning area B-1, site plan approved and construction documents under review for 230 detached residential lots, a 1-acre neighborhood park, located in the north-central area of the Dawson Trails PD, adjacent to the Twin Oaks subdivision in Douglas County.
  - Dawson Trails South, construction for grading only for approximately 338 acres, located south of Territorial Road.
  - King Soopers, Dawson Trails, site plan review for a new 99,000-square-foot grocery store, fuel station, located south and east of Gambel Ridge Boulevard and west of Dawson Trails Boulevard.
  - Off-site Sanitary Sewer, Dawson Trails, under construction for 17,000+ feet of sanitary sewer main from south of Territorial Road to Plum Creek Parkway.
  - Off-site Water Line, Dawson Trails, under construction for approximately 3,100 linear feet of water main, extending north and west from the fire station on Crystal Valley Parkway across railroad properties and I-25.
  - Territorial Road Annexation, totaling 2.9 acres of land, to remain ROW.

- **Other Commercial Projects throughout Town:**
  - AdventHealth Medical Office Building, site and building construction for a new medical office building to include a freestanding emergency department, west of the intersection of Plum Creek Boulevard and Crystal Valley Parkway.
  - Castle Rock Auto Dealerships, site and building construction of 1st and 2nd phase for service center expansion, located at 1100 S. Wilcox Street.
  - Castle Rock Automotive Repair Shop, site construction for new 26,000-square-foot auto body shop, located at 1184 and 1288 Brookside Circle.
  - Discount Tire, site and building construction for 530-square-foot storage addition, located at 102 E. Allen Street.
  - Founders Marketplace, Dunkin Donuts, site plan approved for a new restaurant with

drive-through, located at the northeast corner of Founders Parkway and Aloha Court.
- Garage Condos, site and building construction, located on Liggett Road.
- Foundation auto dealership, site plan and plat review for use by special review for a new 33,000-square-foot building and sales lot, located at 550 S. Interstate 25.
- Murphy Express, site and building plans approved for a 2,800-square-foot convenience store and gas station, located at 186 Metzler Drive.
- Outlets at Castle Rock, site construction for two new pad sites on the mall's west side on Factory Shops Boulevard.
- Ridgeview Town Center, PD Zoning review for a 10-acre parcel located at 895 Ridge Road.
- Saint Francis of Assisi Annexation, annexation of the two lots the existing church is located on, along with the adjacent ROW, southeast of the intersection of N. Valley Drive and Fifth Street.
- Sanders Business Park, site construction for a 2.4-acre site, located south of The Plum Creek Community Church.
- The Brickyard, site plan approved and construction document review for a mixed-use development with a maximum of 600 multi-family dwelling units, located on the south end of Prairie Hawk Drive.
- Unity on Wolfensberger Planned Development Plan approved for zoning and parking changes, located at 200 Wolfensberger Road and 826 Park Street.

- Wellspring and Castle Oaks Covenant Church, annexation petition is to annex approximately 2.07 acres, and proposed zoning for church and Wellspring facility uses, located at 498 E. Wolfensberger Road, for future Wellspring and Castle Oaks Covenant Church facilities

Residential Development Activity:
- Auburn Heights Apartments, rezoning application to amend the zoning and the currently approved site development plan for Lot 2 of Auburn Ridge.
- Bella Mesa North, site plan approved for 525 single-family homes, located north of Mesa Middle School off Mitchell Street.
- Bella Mesa South, site plan review for 93 single-family homes, located at the northwest corner of Mikelson Boulevard and Mitchell Street.
- Canyons Far South, site plan approved and construction documents under review for a residential development with 515 single-family homes, located southeast of Crowfoot Valley Road and Founders Parkway.
- Castleton Heights multi-family, site plan review for new four-story multi-family building with 80 units, located southwest of the intersection of W. Castleton Road and Castleton Court.
- Chateau Valley, site plan review for 415 residential units, located north of East Plum Creek Parkway and east of Gilbert Street
- Crystal Valley Ranch Mixed-Use site plan review for 24 townhomes and a mixed-use building, located at the southeast corner of Crystal Valley Parkway and W. Loop Road.
- Crystal Valley Ranch, site construction, single-family subdivisions, located southeast and southwest of Crystal Valley Parkway and W. Loop Road. Also, in the southern interior portion of Loop Road, south of Loop Road, and between W. Loop Road and the Lanterns property.
- Founders Village Pool, site plan review for new pool pavilion, located at 4501 Enderud Boulevard.

- Hillside, building construction, single-family attached and detached age 55 and older, located at the northeast corner of Coachline Road and Wolfensberger Road.
- Lanterns/Montaine, Subdivision construction for various phases for a total of 1,200 single-family residential lots, located off Montaine Circle.
- Liberty Village, site construction for amended lot layout due to floodplain for 42 single-family lots, located on the south side of Castle Oaks Drive and Pleasant View Drive.
- Meadows, home construction for 77 single-family detached homes on the west sides of Coachline Road north of Wolfensberger Road.
- Pine Canyon PDP, Annexation and Zoning, approved for a a maximum of 1,800 mixed residential units, to include single-family and multi-family, as well as commercial uses to include a hotel/resort with up to 225 rooms, and other business and industrial uses on the 535-acre site. The project area is generally located on both the east and west sides of I-25, west of Founders Parkway.
- The Oaks Filing 2A, site construction for 114 single-family lots on 165+/- acres, located south of Plum Creek Parkway and east of Eaton Circle.
- Ridge at Crystal Valley, site and home construction for 142 single-family home project, located southwest of Loop Road in Crystal Valley Ranch. SIA amendment submitted to address modification to phasing plan for lots to be Temporary Green Zone.
- Soleana, site plan approved and construction documents under review for 55 custom home sites and 22 live/work units on 77.96 acres, located east of the Silver Heights neighborhood and west of the Diamond Ridge Estates neighborhood.
- Terrain North Basin, Phase 1, building construction for approximately 96 single-family home project, located along Castle Oaks Drive.
- Terrain North Basin, Phase 2, site plan, plat and construction document review for approximately 29 single-family home project, located along Castle Oaks Drive.
- Unity on Wolfensberger site plan approved to convert the existing 70-unit Quality Inn Hotel into a 50-unit “for sale” condominiums facility for adults with Intellectual and Development Disabilities at 200 Wolfensberger Road.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 6. **File #:** ID 2026-010

To: Honorable Mayor and Members of Town Council

Through: Tara Vargish, Director of Development Services

From: TJ Kucewesky, Assistant Director of Development Services

Update: Quasi-Judicial Projects

Executive Summary

The purpose and intent of this report is to provide Town Council with a summary of quasi-judicial projects. In order to provide all parties with due process under law, decision makers must be fair and impartial when considering quasi-judicial applications such as those included in this memorandum. Many of these projects do not have public hearing dates yet, but Town Council could be asked to consider them in the future.

New Applications

No new formal applications.

On-going Quasi-Judicial Applications (currently under review)

The full list of on-going quasi-judicial projects along with vicinity maps can be found on the attached Staff Memorandum.

Meeting Date: January 20, 2026

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

Through: Tara Vargish, Director Development Services

From: TJ Kucewesky, Assistant Director Development Services

Title: Update: Quasi-Judicial Projects

Executive Summary

The purpose and intent of this report is to provide Town Council with a summary of quasi-judicial projects. In order to provide all parties with due process under law, decision makers must be fair and impartial when considering quasi-judicial applications such as those included in this memorandum. Many of these projects do not have public hearing dates yet, but Town Council could be asked to consider them in the future.

New Quasi-Judicial Applications:

None

On-going Quasi-Judicial Applications (currently under review)

Auburn Heights Apartments Planned Development Plan Zoning Major Amendment and Site Development Plan Major Amendment



The property owner has submitted an application to amend the zoning and the currently approved site development plan for lot 2 of Auburn Ridge and is generally located in the southwest quadrant of E. Wolfensberger Road and Auburn Drive, southwest of the Auburn Ridge Senior Apartments. Currently, the zoning permits 100 multi-family units for seniors. The zoning amendment seeks to permit 104 multi-family units for people of all ages. The proposed parking is a combination of attached garages, detached garages, and surface parking. Both the PDP Amendment and the SDP Amendment will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is in Councilmember Bracken's district.

Bella Mesa South Site Development Plan



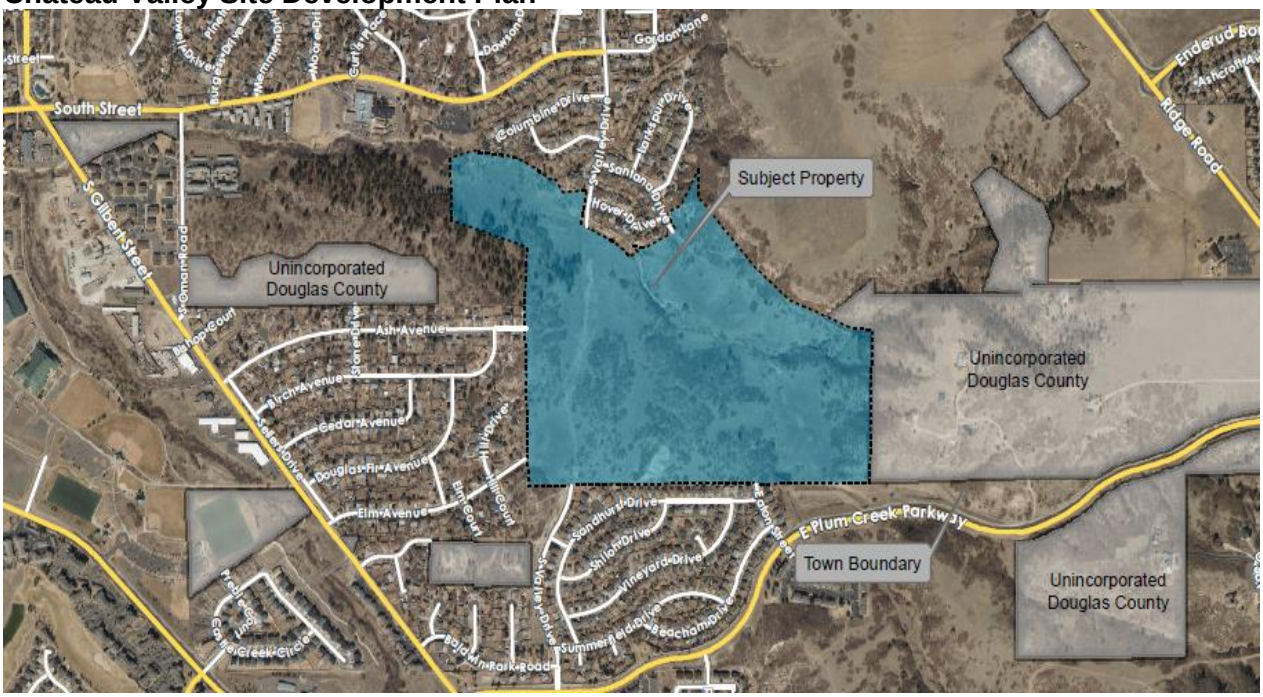
Fourth Investment USA, LLC, property owner, has submitted a quasi-judicial Site Development Plan on behalf of Cardel Homes for development of 93 single-family townhomes on approximately 9.3 acres located at the northwest corner of Mikelson Boulevard and Mitchell Street. The building height is 35 feet, and 200 parking spaces are proposed. Internal pedestrian walkways provide links to public sidewalks on Mitchell Street and Mikelson Boulevard. The property is zoned under the Bella Mesa Planned Development and is within a use area that allows single-family attached and multi-family dwelling units to a maximum of 186 dwelling units and a maximum building height of 50 feet. Vehicle access to the townhomes will be from two entry points on Mitchell Street. The Site Development Plan will require public hearings before the Planning Commission and Town Council. The proposed development is in Councilmember Brooks' district.

Castleton Heights Multifamily Site Development Plan



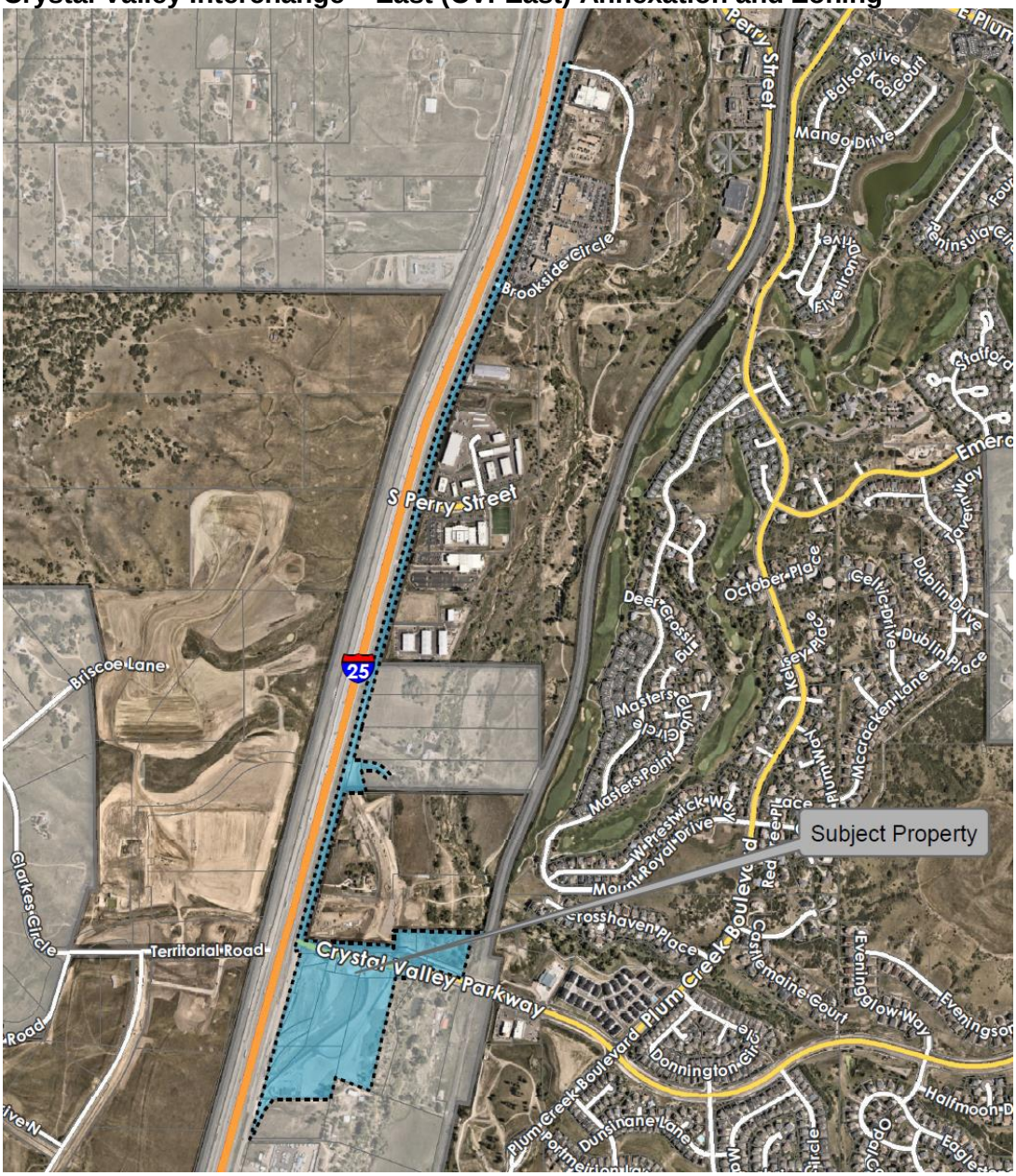
TWG Development has submitted a quasi-judicial application for a Site Development Plan/ Use by Special Review for Castleton Heights Multi-Family. The applicant is proposing to construct a new four-story multifamily building with 80 units on a 3.11-acre site. The proposed project is located southwest of the intersection of W Castleton Road and Castleton Court. The Site Development Plan/Use by Special Review will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is in Councilmember Davis' district.

Chateau Valley Site Development Plan



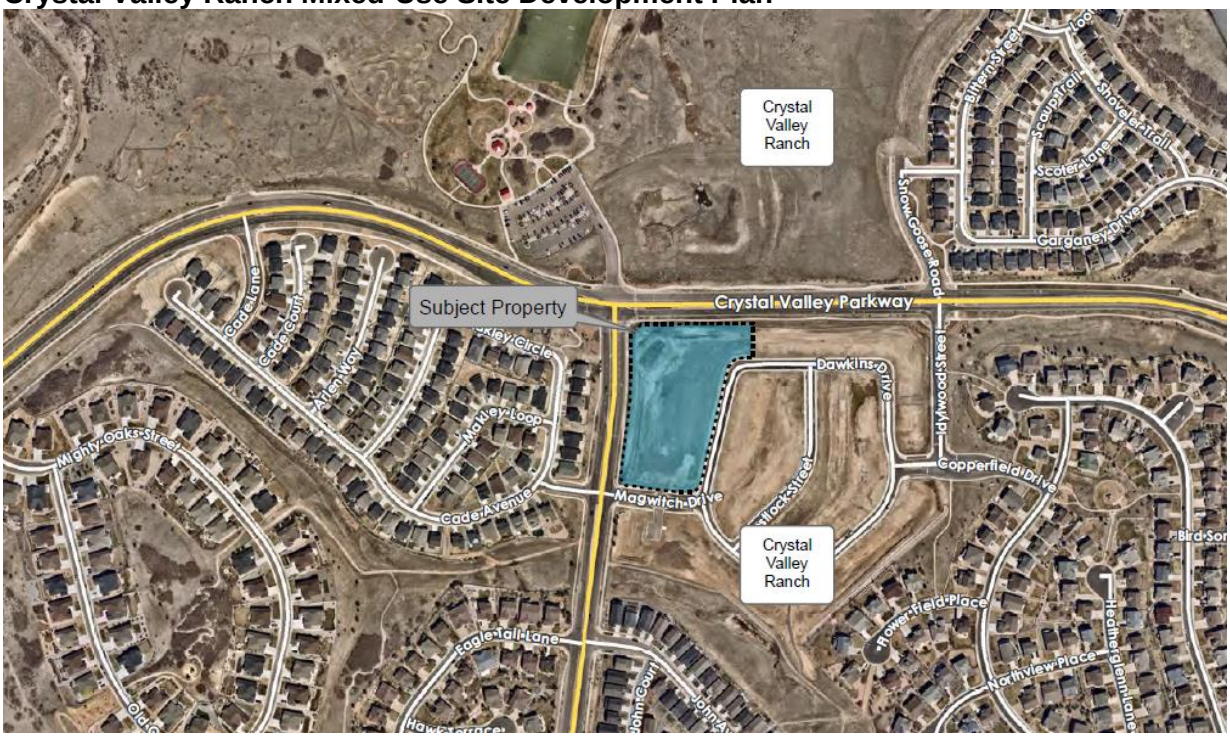
Highline Engineering & Surveying has submitted an application for the Chateau Valley Site Development Plan (SDP) proposing a 403-unit residential subdivision on 112 acres. The 403 units are composed of 255 single family detached homes and 148 attached homes. The property, which is within the Young American Planned Development, is generally located east of Memmen Park, north of the Baldwin Park subdivision, and south of the Southridge Townhome subdivision. The Site Development Plan includes a total of 42.2 acres of open space. The SDP will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The property is in Councilmember Brooks' district.

Crystal Valley Interchange – East (CVI-East) Annexation and Zoning



The Town of Castle Rock has submitted an annexation application for several Town-owned parcels located at the new Crystal Valley Interchange and including the east frontage road from the new interchange north to Brookside Circle. The total area is approximately 37 acres. The parcels are proposed to be zoned PL-1 and used as Town right-of-way. The parcels are adjacent to Councilmember Deitz's district.

Crystal Valley Ranch Mixed-Use Site Development Plan



Henry Design Group on behalf of Dan Kauffman, Pinnacle View Development, LLC, has submitted an application for a Site Development Plan. The applicant is proposing a mixed-use development on the 4-acre property located at the southeast corner of Crystal Valley Parkway and West Loop Road. The proposal includes 24 townhomes, with two car garages attached, and a single two-story building with 7,376 square feet of commercial space on the 1st floor and seven condominium units on the 2nd floor. The Site Development Plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is in Councilmember Dietz's district.

Crystal Valley Ranch Planned Development Amendment No. 7



The purpose of the proposed major amendment to the Crystal Valley Ranch Planned Development (PD) Plan and Zoning Regulations is to maintain the existing 21 acres of residential development in this area, while shifting the developable area to the west by approximately 45 feet. This amendment is one of the steps required for a future swap of Public Land located on the west side of the subject property to the eastern side of the property. The rezoning will create a more substantial buffer between the new residential development and the existing neighborhood to the east. No changes are proposed to the permitted uses and development standards currently applicable to the property. The property is located east of Rhyolite Park, west of Lake Gulch Road and north of Crystal Valley Parkway. The properties are located in Councilmember Deitz's district.

Dawson Trails E2 Townhomes Site Development Plan



Norris Design has a new Quasi-judicial application for a Site Development Plan for Dawson Trails E2 Townhomes. The applicant is proposing to construct 104 townhomes within the Dawson Trails PD. The townhomes would vary between two and three stories in height. The general location is west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard. The site development plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is in Councilmember Dietz's district.

Dawson Trails Major PD Amendment, 3



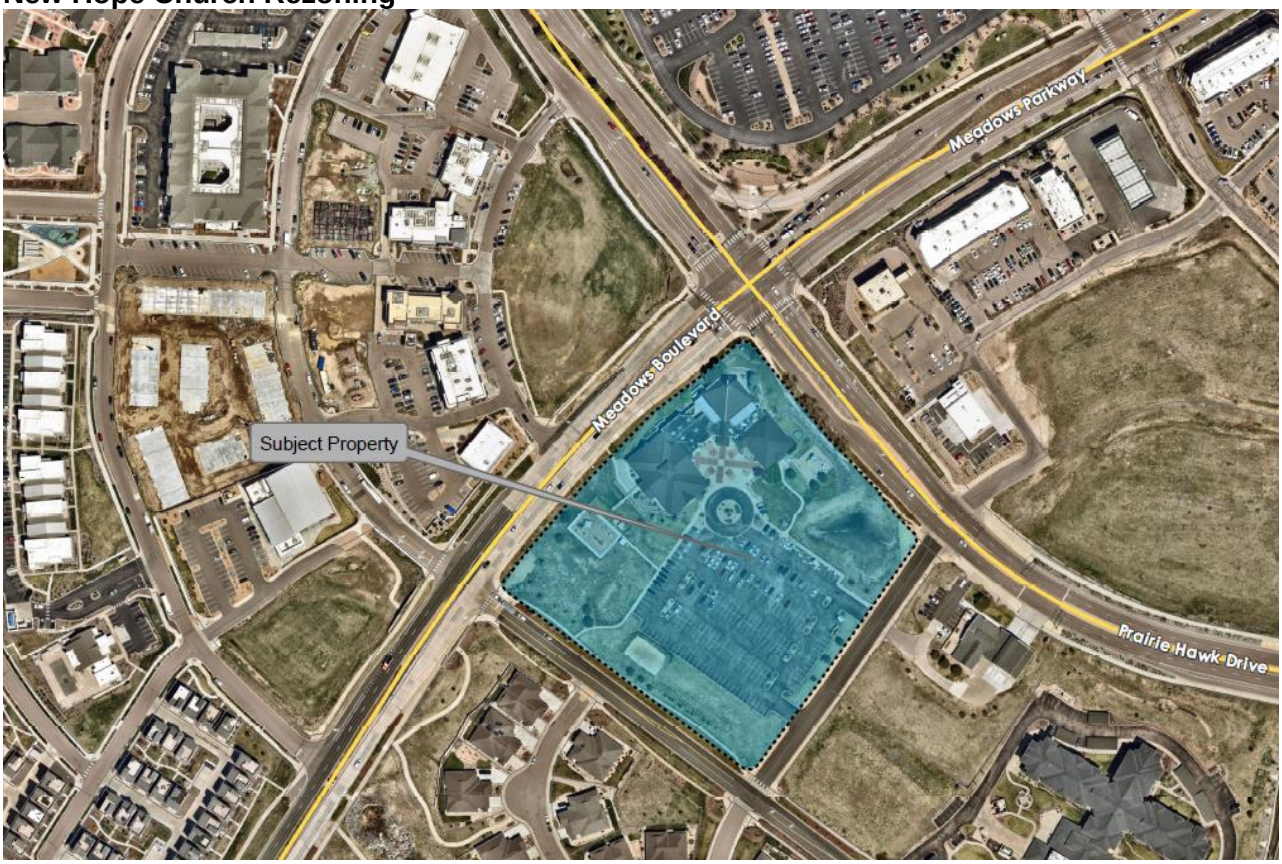
A Quasi-Judicial application from ACM Dawson Trails VIII JV LLC for a Major PD Amendment to the Dawson Trails PD was received. With the finalization of the Crystal Valley Interchange alignment, sections of the existing Territorial Road right-of-way (ROW) are no longer needed as ROW. The Town and Dawson Trails developer have exchanged portions of the Territorial Road ROW and portions of Dawson Trails property, in order to provide ROW sufficient for the CVI project. Concurrent with the Territorial Road ROW Annexation, this proposed PD amendment will zone the annexed parcels as part of Dawson Trails PD (open space, right-of-way or as mixed-use, depending on the adjacent uses). The parcels total 2.2 acres. The Major PD Amendment requires public hearings before the Planning Commission for review and recommendation and Town Council for review and a final decision. This project is in Councilmember Dietz's district.

King Soopers Dawson Trails Site Development Plan



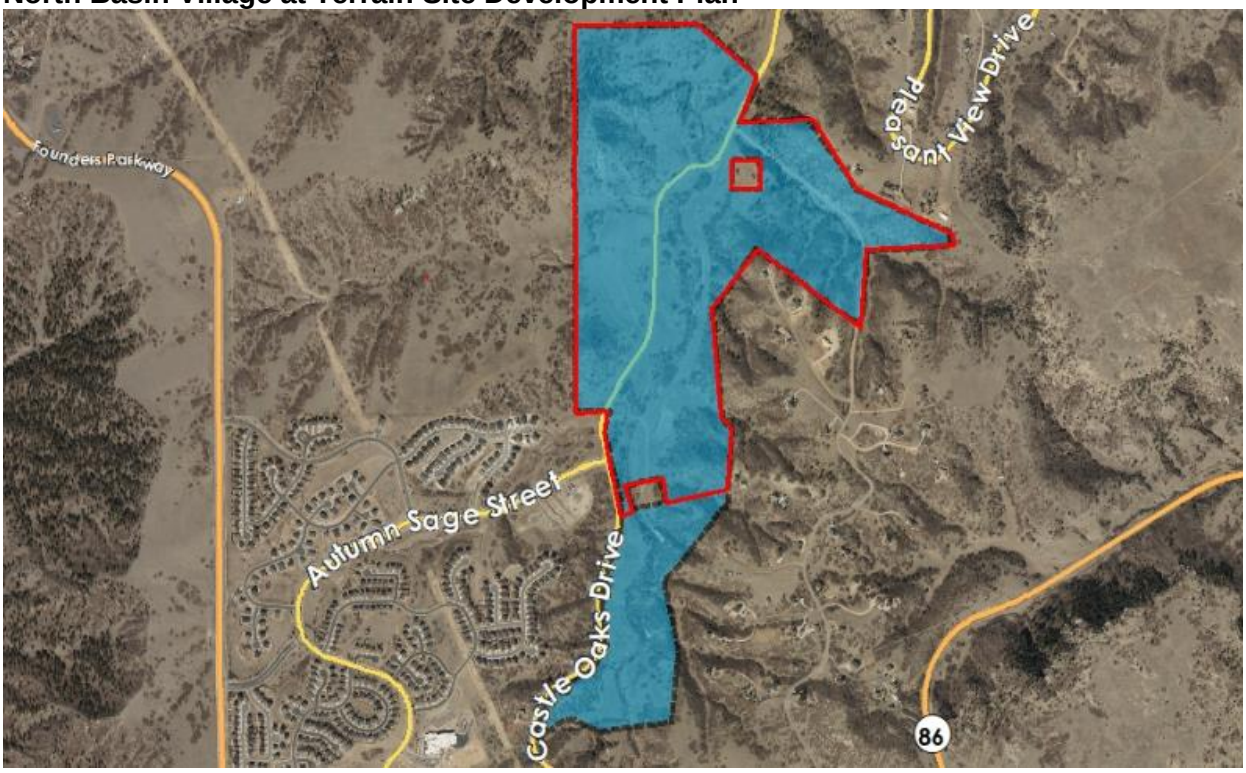
Galloway & Company, Inc, on behalf of the property owner ACM Dawson Trails VIII JV LLC, and property developer King Soopers, has submitted a Site Development Plan application. The applicant is proposing a King Soopers grocery store and fueling station on 12.2 acres within the Dawson Trails Planned Development, Planning Area E-2. The site location is south and east of Gambel Ridge Boulevard and west of Dawson Trails Boulevard. The site plan proposes a 99,000 square foot grocery store, 403 parking spaces, an online grocery order pick-up area, and a fueling station with a 245 square foot kiosk and 7 fuel pumps. The building height is approximately 35 feet; 50 feet is the maximum height allowed. Access to the site is from Gambel Ridge Boulevard and Dawson Trails Boulevard. The project is in Councilmember Dietz's district.

New Hope Church Rezoning



YOW Architects has submitted an application for a rezoning for New Hope Church. The applicant is proposing a new Planned Development Plan to allow for a medical office building on 1.5 acres in the northwest corner of the New Hope Church property. The proposed project is located south of the intersection of Prairie Hawk Drive and Meadows Boulevard. The rezoning will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Councilmember Bracken's district.

North Basin Village at Terrain Site Development Plan



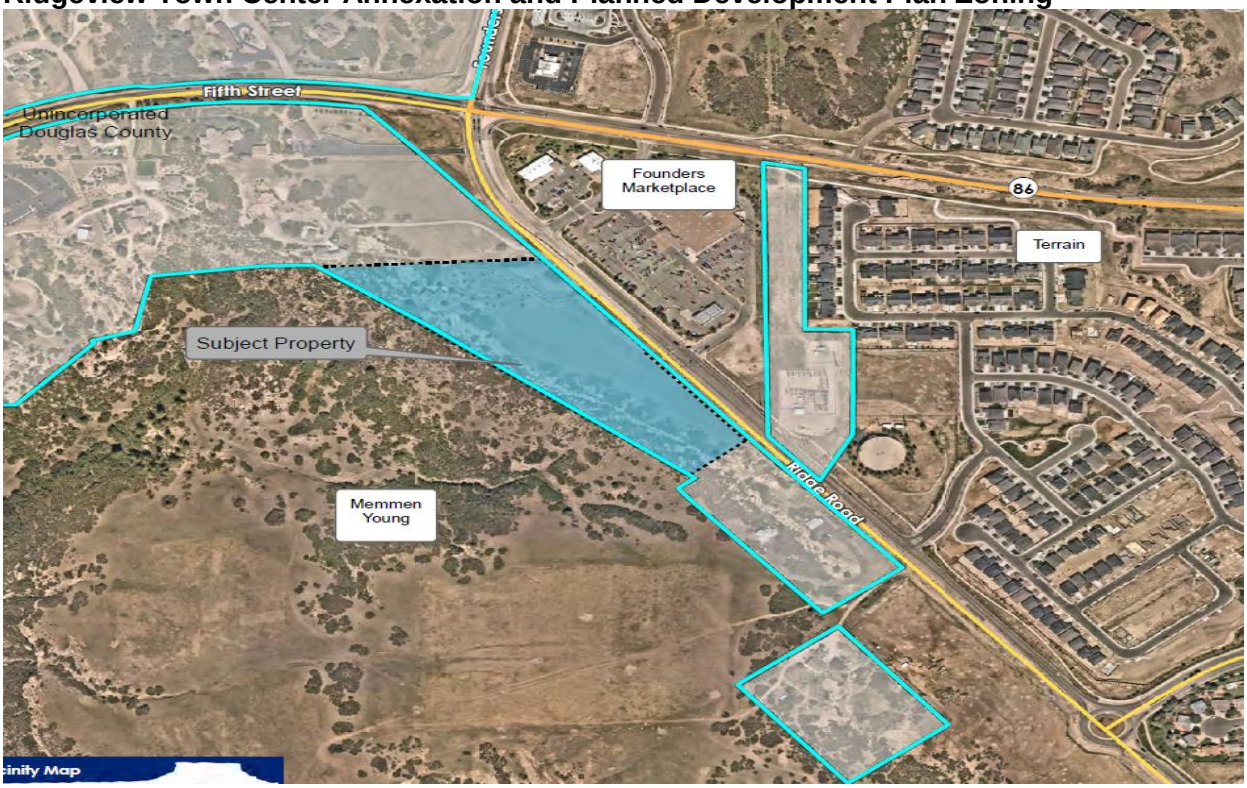
The property owner has submitted an application for a Site Development Plan (SDP) for 29 single family homes on approximately 42 acres within the Terrain North Basin Phase 2 development. The proposed development also includes approximately 35.6 acres of open space dedication. The project is located along Castle Oaks Drive. The SDP will require public hearings before the Planning Commission for review and recommendation, and Town Council for review and final decision. The project is located within Mayor Pro Tem Cavey's district.

Pioneer Ranch Annexation and Planned Development Plan Zoning



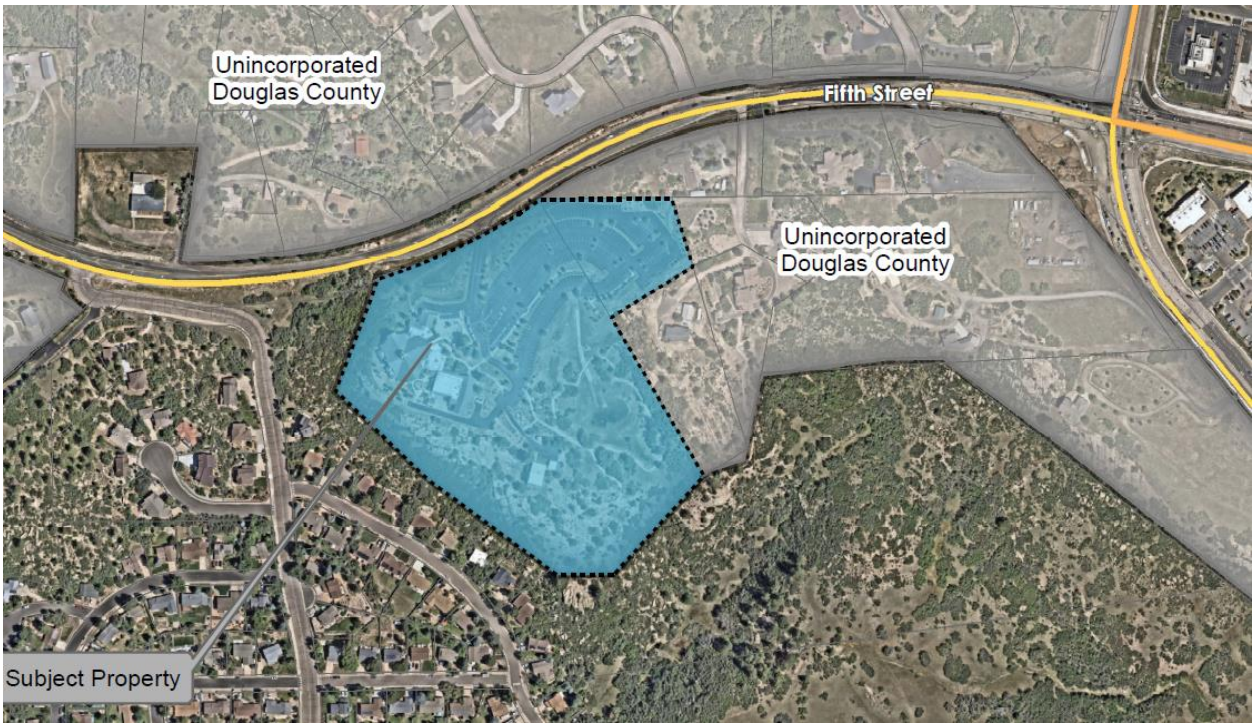
The property owner has submitted an annexation petition to annex a 388-acre site located west of Founders Parkway and east of Front Street into the Town of Castle Rock. The applicant is proposing the Pioneer Ranch Planned Development Plan zoning to allow 1,123 dwelling units (a mix of single-family and multi-family), 78 acres of open space, and 39 acres dedicated for public uses, such as schools and parks. The annexation and planned development plan require public hearings before Planning Commission for review and recommendation and Town Council for review and final decision. The property is adjacent to Councilmember Davis' and Mayor Pro Tem Cavey's districts.

Ridgeview Town Center Annexation and Planned Development Plan Zoning



The property owner has submitted an application for annexation and zoning for a 10-acre parcel located at 895 N. Ridge Road, southwest of the intersection of State Highway 86 and N. Ridge Road. The owner proposes to zone the property to allow commercial uses, such as retail, office, restaurant, clinic and personal services. Uses by special review include day care, fast food with drive-thru, and doggy day care. Prohibited uses include fueling stations, vehicle storage, and auto repair. Approximately 29% of the site is designated open space. The property is adjacent to Mayor Pro Tem Cavey's and Councilmember Brooks' districts.

Saint Francis of Assisi Annexation



St Francis Church has submitted a new Quasi-judicial application for an Annexation. The applicant is proposing an annexation of the two lots that the existing church is located on, along with the adjacent right-of-way. The general location is southeast of the intersection of N Valley Drive and Fifth Street. The Annexation will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located adjacent to Councilmember Davis' and Brooks' districts.

Territorial Road Annexation



ACM Dawson Trails VIII JV LLC and the Town of Castle Rock have submitted an application for the annexation and zoning of several parcels of land, totaling 2.9 acres, that are within, or adjacent to, the current Territorial Road right-of-way. Most of the parcels will be zoned for mixed use development within the Dawson Trails Planned Development and will be assimilated into the adjacent planning area. Parcels remaining in future right-of-way will be zoned as public land. The property is adjacent to Councilmember Dietz's district.

Wellspring and Castle Oaks Covenant Church Annexation and Planned Development Plan Zoning



The property owner has submitted an application for annexation and zoning of a parcel of land for Wellspring Community Center. The annexation petition is to annex approximately 2.07 acres located at 498 E. Wolfensberger Road, for future Wellspring facilities. The Planned Development (PD) zoning application is proposing to allow for operation of the Wellspring Community Center Monday through Friday and the Castle Oaks Covenant Church on Sundays. The annexation and planned development zoning will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This property is located adjacent to Councilmember Bracken's district.

The Town's Development Activity map provides additional information on these quasi-judicial applications, as well as projects that are under administrative (non-quasi-judicial) review. This map is available at: CRgov.com/developmentactivity.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 7. **File #:** ORD 2026-002

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Michael J. Hyman, Town Attorney

Ordinance Amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code Regarding the Disposition and Lease of Real Property Owned by the Town (Second Reading - Approved on First Reading on January 6, 2026, by a vote 7-0)

Executive Summary

The purpose of this memorandum is to present for Town Council consideration an ordinance amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code related to the disposition and leasing of Town-owned real property. The proposed ordinance updates and clarifies the Town's procedures for disposing of and leasing real property. The amendments rely on the Town's home rule authority to provide limited exceptions to state statutory requirements, increase administrative efficiency, and clarify approval authority for certain property transactions, while maintaining appropriate Town Council oversight and protections for the public interest.

Background

Under existing Code provisions, disposition of Town-owned real property generally must comply with Section 31-15-713, C.R.S., including voter approval in certain circumstances. As a home rule municipality, the Town may supersede portions of that statute through ordinance when doing so is in the Town's best interests.

Additionally, staff has identified a need to clarify approval authority and processes for specific categories of real property leases, easements, rights-of-way, and water rights leases to reflect current operational practices and reduce ambiguity.

Proposed Changes

The ordinance includes the following key amendments:

- **Property Disposition**
  Allows Town Council approval by resolution for property exchanges involving an identified

party where the Town acquires other real property.

Allows Town Council approval by resolution for conveyances to nonprofit organizations, subject to findings of public purpose and inclusion of a reversionary interest protecting the Town.

Clarifies administrative versus legislative authority for vacating access easements, utility easements, and unimproved rights-of-way.

- **Leasing of Real Property**

  Clarifies approval authority for short-term leases of Town-owned property.

  Updates language in existing sections related to wireless facilities and leasing of water rights to read more clearly.

Fiscal Impact

There is no direct fiscal impact associated with adoption of this ordinance. The amendments may facilitate more efficient real property transactions and leasing arrangements, which could result in indirect operational or financial benefits.

Staff Recommendation

The ordinance is a valid exercise of the Town's home rule authority under Article XX of the Colorado Constitution. The amendments provide narrowly tailored exceptions to state law where appropriate, while preserving Town Council authority over significant property decisions and ensuring continued compliance with public purpose and reversionary protections.

Staff recommends approval of the proposed ordinance amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code to clarify and modernize the procedures governing the disposition and leasing of Town-owned real property, consistent with the Town's home rule authority and in the best interests of the Town.

Proposed Motions

Approval

"I move to approve the Ordinance, as introduced by title."

Alternative Motions

Approval with Conditions

"I move to approve the Ordinance, as introduced by title, with the following conditions." (list conditions)

Continue item to next hearing (need more information)

"I move to continue this item to the Town Council meeting on [date], 2026, at [time]."

Attachments:

Attachment A: Ordinance
Attachment B: Presentation

ORDINANCE NO. 2026-002

AN ORDINANCE AMENDING SECTIONS 14.02.040 AND 14.02.050 OF THE CASTLE ROCK MUNICIPAL CODE REGARDING THE DISPOSITION AND LEASE OF REAL PROPERTY OWNED BY THE TOWN

WHEREAS, pursuant to Section 14.02.040.A of the Castle Rock Municipal Code (the "Code"), the Town Council (the "Town Council") of the Town of Castle Rock (the "Town") may approve the disposition of real property so long as such disposition is in compliance with Section 31-15-713, C.R.S. (the "Real Property Statute"); and

WHEREAS, as a home rule municipality, the Town is not bound by the provisions of the Real Property Statute where such statute is superseded by charter or ordinance passed pursuant to such charter; and

WHEREAS, the Town Council finds and determines that the exercise of its home rule powers to provide limited exceptions to the general rules set forth in the Real Property Statute is in the best interests of the Town and its citizens.

NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

Section 1. **Amendment**. Section 14.02.040 of the Castle Rock Municipal Code is amended to read as follows:

14.02.040 - Property disposition.

A. The Town may dispose of a fee interest in real property upon such terms and conditions as the Town Council may determine, in compliance with the provisions of Section 31-15-713, C.R.S. provided that the disposition of real property qualifying under the following subsections B, ~~and~~ C, D, AND E may be approved by Town Council without voter approval.

B. Any real property which is not (i) within Town limits, (ii) contiguous with the Town boundary, and (iii) currently utilized or planned for use in providing municipal services may be disposed of by ordinance.

C. Any real property utilized for off-street vehicular parking may be disposed of by ordinance provided such off-street parking is determined to be surplus to current or future municipal or public use, or the disposition will result in the development of alternate parking facilities.

D. ANY AGREEMENT TO CONVEY REAL PROPERTY TO AN IDENTIFIED PARTY IN EXCHANGE FOR ACQUIRING OTHER REAL PROPERTY MAY BE APPROVED BY RESOLUTION.

E. ANY AGREEMENT TO CONVEY REAL PROPERTY TO A NONPROFIT CORPORATION, ORGANIZATION, OR FOUNDATION MAY BE APPROVED BY RESOLUTION; PROVIDED THAT:

1. THE TOWN COUNCIL FINDS AND DETERMINES THAT SUCH SALE, EXCHANGE, OR DISPOSITION SERVES A PUBLIC PURPOSE AND IS IN THE BEST INTERESTS OF THE TOWN AND ITS RESIDENTS; AND

2. THE CONVEYANCE DOCUMENT INCLUDES A RIGHT OF REVERSION TO THE TOWN IN THE EVENT THAT THE REAL PROPERTY IS CONVEYED TO A FOR PROFIT ENTITY OR IS NO LONGER USED FOR THE PUBLIC PURPOSE FOR WHICH IT WAS INITIALLY CONVEYED

~~D.~~ F. The Town may administratively grant an easement or license to real property, provided that the Town receives only nominal consideration for such grant. Such easement or license shall be approved by resolution of the Town Council if the Town is to receive compensation or other material consideration for the grant of the easement or license. The administrative grant of an easement or license shall be by an instrument approved and executed by the Town Manager or designee and the Town Attorney or designee.

~~E.~~ G. AN ACCESS EASEMENT DEDICATED OR CONVEYED TO THE TOWN OR AN UNIMPROVED TOWN RIGHT-OF-WAY THAT HAS NEVER BEEN OPENED FOR PUBLIC USE MAY BE VACATED: (I) ~~I~~in conjunction with a subdivision approval under Title 16 of this Code, OR (II) BY ADMINISTRATIVE APPROVAL OF THE TOWN MANAGER UPON A DETERMINATION THAT NO PUBLIC NEED EXISTS FOR SUCH EASEMENT OR RIGHT-OF-WAY ~~an unimproved street right-of-way which has never been opened for public use, or access or utility tracts or easements previously dedicated or conveyed to the Town, may be abandoned in whole or in part~~, provided that adequate public access and municipal services within such ~~platted~~ area are preserved or relocated. ANY Town ~~ownership of~~ ACCESS EASEMENT OR right-of-way which has been improved or opened for public use may not be ~~relinquished~~ VACATED under this Subsection.

~~F.~~ H. Except ~~for abandonment~~ as authorized in Subsection ~~C.~~ F above, ANY Town ACCESS EASEMENT OR right-of-way WHICH HAS BEEN IMPROVED OR OPENED FOR PUBLIC USE shall be vacated in accordance with the ~~applicable statutory~~ process SET FORTH IN SECTION 43-2-301, ET SEQ., C.R.S.

I. ALL RIGHT-OF-WAY THAT HAS BEEN VACATED PURSUANT TO THIS SECTION SHALL BE DEEMED TO HAVE THE SAME ZONING AS THE ABUTTING LAND TO WHICH SUCH VACATED RIGHT-OF -WAY ACCRUES.

J. ANY UTILITY TRACT OR EASEMENT PREVIOUSLY DEDICATED OR CONVEYED TO THE TOWN MAY BE VACATED OR RELOCATED, IN WHOLE OR IN PART, BY ADMINISTRATIVE APPROVAL OF THE TOWN MANAGER , UPON A FINDING THAT THE EASEMENT IS NO LONGER NECESSARY FOR PRESENT

OR REASONABLY FORESEEABLE MUNICIPAL OR PUBLIC UTILITY PURPOSES; PROVIDED THAT NO SUCH VACATION OR RELOCATION SHALL OCCUR UNLESS ANY MUNICIPAL OR PUBLIC UTILITY FACILITIES ARE PRESERVED, PROTECTED, OR RELOCATED IN A MANNER ACCEPTABLE TO THE TOWN.

Section 2. **Amendment**. Section 14.02.050 of the Castle Rock Municipal Code is amended to read as follows:

14.02.050 - Lease of real property.

A. Except as provided in Subsection B, C, and D, below, the TERMS AND CONDITIONS OF ANY lease of any real property OWNED BY THE TOWN ~~for a term of less than one (1) year~~ shall be authorized by Town Council resolution ~~or at the option of the Town Council by ordinance. Any lease of real property interests for a term of greater than one (1) year shall be authorized and approved only by ordinance~~.

B. The lease of any real property owned by the Town for the placement of (i) micro facilities, or (ii) small cell facilities, all as defined in Chapter 17.60 of ~~the Castle Rock Municipal Code ("CRMC")~~ THIS CODE, may be authorized administratively by the Town Manager or his/her designee.

C. The lease of any real property owned by the Town for the placement of macro cell wireless communication facilities, as defined in Chapter 17.60 of ~~the CRMC~~ THIS CODE, ~~may be authorized by Town Council resolution. Provided, however, a macro facility~~ located on an existing structure, other than A ~~T~~ towers~~, as defined in Chapter 17.60 of the CRMC~~, may be authorized administratively by the Town Manager of his/her designee, pursuant to 17.60.060.B.1.c of ~~the CRMC~~ THIS CODE.

D. The lease of water rights ~~may be authorized by the Director of Castle Rock Water or his/her designee~~ in the amount of less than or equal to ten (10) acre feet and for a term not to exceed one (1) year MAY BE AUTHORIZED BY THE DIRECTOR OF CASTLE ROCK WATER OR HIS/HER DESIGNEE. At a minimum, the price for water leases shall be set at market value, but in no event less than three hundred dollars ($300.00) per acre foot. The cumulative amount of leases authorized pursuant to this subsection D. shall not exceed fifty (50) acre feet in any calendar year.

Section 3. **Severability.** If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. **Safety Clause.** The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

APPROVED ON FIRST READING this 6th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of 7 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
David L. Corliss, Town Manager

ORDINANCE AMENDING THE CASTLE ROCK MUNICIPAL CODE (CRMC) REGARDING THE DISPOSITION AND LEASE OF REAL PROPERTY

TOWN COUNCIL
JANUARY 6, 2026

TOWN OF CASTLE ROCK COLORADO

EXISTING LAWS REGARDING DISPOSITION OF TOWN-OWNED REAL PROPERTY

- CRMC Section 14.02.040.A provides that the Town Council may approve the disposition of real property so long as the disposition complies with Section 31-15-713 of the Colorado Revised Statutes (the “Real Property Statute”).

- As a home rule municipality, the Town of Castle Rock may supersede the provisions of the Real Property Statute by Charter or Ordinance passed pursuant to such Charter.

- Town staff recommends amending Section 14.02.040 to provide additional flexibility to the Town Council to act in the best interests of the Town and its residents.

PROPOSED AMENDMENTS TO SECTION 14.02.040

- New Subsection 14.02.040.D will allow Town Council to approve an agreement to convey Town-owned real property in exchange for acquiring another parcel of real property by resolution.

- New Subsection 14.02.040.E will allow Town Council to approve an agreement to convey Town-owned real property to a nonprofit entity by resolution if:

    - The conveyance serves a public purpose and is in the best interests of the Town and its residents; and

    - The Town retains a right of reversion if the property is subsequently conveyed to a for profit entity or is no longer used for the purpose for which it was conveyed.

PROPOSED AMENDMENTS TO SECTION 14.02.040

- Revised Subsection 14.02.040.G will allow the Town Manager to administratively vacate an access easement or unimproved right-of-way that has never been opened for public use if no public need exists for such easement or right-of-way.

- Revised Subsection 14.02.040.J will allow the Town Manager to administratively vacate or relocate any utility tract or easement if the tract or easement is no long necessary for municipal or public utility purposes.

- All right-of-way vacated pursuant to Section 14.02.040 shall have the same zoning as the abutting land to which the vacated right-of-way accrues.

PROPOSED AMENDMENT TO SECTION 14.02.050

- Revised Subsection 14.02.050.A will simplify the process of leasing Town-owned property by allowing the Town Council to approve such leases by resolution, as opposed to ordinance.

PROPOSED MOTIONS

Approval:
"I move to approve Ordinance No. 2026-002 as introduced by title."

Alternate Motions:
Approval with Conditions
"I move to approve Ordinance No. 2026-002 as introduced by title, with the following condition(s):

Continue item to next hearing (need more information to make decision):
"I move to continue Ordinance No. 2026-002 to the Town Council meeting on _____, 2026."

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 8. **File #:** RES 2026-005

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Lauren Moore, Water Resources Manager

Resolution Approving the Second Amendment to the Infrastructure Development and Purchase Agreement Between the Town of Castle Rock, Acting by and Through the Castle Rock Water Enterprise, and Tallgrass Colorado Municipal Water, LLC
[Lost Creek area of Weld County, Colorado]

Executive Summary

Castle Rock Water (CRW) staff request Town Council approval of a Resolution (see ***Attachment A***) for the Second Amendment to the Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC (Tallgrass). This amendment (see **Exhibit 1)** is to extend the deadline outlined in section *2.10 Purchase Obligation* and section *5.10 Future Improvements Generally* for the Town and Tallgrass to reach an agreement on Phase 1B and Phase 2 of the project to July 1, 2026. The extension allows the Town and Tallgrass additional time to determine if progress can be made towards negotiating agreements for Phase 1B and Phase 2 of the project, as the originally identified scopes of work have changed. The deadline was previously extended to January 31, 2026 with the First Amendment. Please reference Resolution No. 2024-103 (**Attachment B**) for additional detail regarding the original agreement.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions

"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).

"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

Staff Report
Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Resolution 2024-103

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Lauren Moore, Water Resources Manager

Title: **Resolution: Approving the Second Amendment to the Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise, and Tallgrass Colorado Municipal Water, LLC.** *[Lost Creek area of Weld County, Colorado]*

Executive Summary

Castle Rock Water (CRW) staff request Town Council approval of a Resolution (see ***Attachment A***) for the Second Amendment to the Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC (Tallgrass). This amendment (see **Exhibit 1)** is to extend the deadline outlined in section *2.10 Purchase Obligation* and section *5.10 Future Improvements Generally* for the Town and Tallgrass to reach an agreement on Phase 1B and Phase 2 of the project to July 1, 2026. The extension allows the Town and Tallgrass additional time to determine if progress can be made towards negotiating agreements for Phase 1B and Phase 2 of the project, as the originally identified scopes of work have changed. The deadline was previously extended to January 31, 2026 with the First Amendment. Please reference Resolution No. 2024-103 (**Attachment B**) for additional detail regarding the original agreement.

Staff Recommendation

Staff recommend that Town Council approve the Second Amendment to the Infrastructure Development and Purchase Option Agreement between the Town of Castle Rock and Tallgrass Colorado Water, LLC.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions

“I move to approve the resolution as introduced by title, with the following conditions: (list conditions).

“I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed).”

Attachments

Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Resolution 2024-103

RESOLUTION NO. 2026-005

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE, AND TALLGRASS COLORADO MUNICIPAL WATER, LLC

WHEREAS, the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise (the "Town"), owns eleven groundwater wells in Weld County and the right to divert and use a decreed volume of 1,492 acre-feet of water in the Lost Creek Designated Basin and 770 acre-feet of water as part of the Rothe Recharge Project (the "Town Water Rights") that it desires to put to beneficial use; and

WHEREAS, Tallgrass Colorado Municipal Water LLC (the "Developer") is interested in constructing necessary infrastructure and connecting it to Developer's groundwater gathering and transmission system for the purpose of assisting the Town in accessing the Town Water Rights and to allow the Developer to lease the Town Water Rights for a certain period of time, prior to the Town using such water as part of its municipal water system (the "New Tallgrass Infrastructure"); and

WHEREAS, in furtherance of these objectives, the Town and the Developer have executed that certain Infrastructure Development and Purchase Agreement dated October 1, 2024 (the "Agreement"); and

WHEREAS, the Agreement provides for a three-phase approach in constructing the New Tallgrass Infrastructure, the first phase of which the Town will purchase if negotiations regarding the construction of the second and third phases prove unsuccessful; and

WHEREAS, since that time, the Town and the Developer have entered into the First Amendment to the Agreement to extend the time period in Section 2.10 for negotiating an agreement on completing the second and third phases of the New Tallgrass Infrastructure; and

WHEREAS, the Town and the Developer desire to enter into a Second Amendment to the Agreement to further extend the time period in Section 2.10 until July 1, 2026; and

WHEREAS, the Town Council finds that approving the Second Amendment to the Agreement for this purpose is in the best interests of the Town's water customers.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. **Approval**. The Second Amendment to the Infrastructure Development and Purchase Agreement between the Town and the Developer is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation

with the Town Attorney and the Director of Castle Rock Water. The Mayor and other proper Town officials are hereby authorized to execute these Agreements and any technical amendments thereto by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:	**TOWN OF CASTLE ROCK**
_____	_____
Lisa Anderson, Town Clerk	Jason Gray, Mayor
Approved as to form:	**Approved as to content:**
_____	_____
Michael J. Hyman, Town Attorney	Mark Marlowe, Director of Castle Rock Water

SECOND AMENDMENT TO
INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT

This Second Amendment to the Infrastructure Development and Purchase Agreement (this "2nd Amendment") is made and entered into effective January ___, 2026, by and between **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE**, a municipal political subdivision of the State of Colorado (the "Town") and **TALLGRASS COLORADO MUNICIPAL WATER, LLC**, a Delaware limited liability company ("Developer") (Town and Developer individually referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, the Parties executed the Infrastructure Development and Purchase Agreement dated October 1, 2024 (the "Agreement").

WHEREAS, the Parties executed the First Amendment to the Infrastructure Development and Purchase Agreement dated September 22, 2025 (the "1st Amendment").

WHEREAS, the Parties desire to amend Sections 2.10 and 5.01 of the Agreement to extend the time period for the Parties to reach agreement on completing Phase 1B and Phase 2 of the Project.

NOW, THEREFORE, in consideration of the agreements, covenants, and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment to Section 2.10. Section 2.10 of the Agreement is hereby deleted and replaced in its entirety with the following:

> **2.10 Purchase Obligation.** As a material term for the Town's inducement to this Agreement, if the Town and Developer have not reached an agreement on completing Phase 1B and Phase 2 by July 1, 2026, the Town shall purchase all rights, title, and ownership interest in the assets procured, designed, and constructed pursuant to the Project, including, but not limited to, the assets owned by Developer and set forth in ***Exhibit 1*** and all easements or other real property rights obtained with respect to such assets, including the Easements assigned to Tallgrass in accordance with Section 2.03(a) above (collectively, the "Assets") for a total purchase price of Fifteen Million Dollars ($15,000,000.00) (the "Purchase Price"). To complete the purchase, the Town and Developer shall mutually agree upon a closing agent as well as date and time for closing and shall share the costs of closing equally. The Town shall have the right to inspect the Assets prior to closing and shall only be excused from closing on the purchase of the Assets if, in the Town's commercially reasonable judgment, the Assets materially deviate from the Town Specifications. At the time of closing, in addition to conveying all rights, title, and ownership interests of the Project and its Assets to the Town, free and clear of all liens, claims, or encumbrances, the Developer agrees to provide the following in exchange for the purchase price:
>
> **(a)** The complete Plans for the Project.
>
> **(b)** "As-built" AutoCAD file and PDF file.
>
> **(c)** All access or easement rights obtained by Developer for the Project, including the Easements described in Section 2.3(a).
>
> **(d)** Any and all permits or approvals obtained as part of the Project.

(e) All warranties for the Project of any and all nature.

2. Amendment to Section 5.01. Section 5.01 of the Agreement is hereby deleted and replaced in its entirety with the following:

> **5.01 Future Improvements Generally.** The Parties are interested in pursuing possible additional agreements related to Phase 1B and Phase 2. As part of the consideration for this Agreement, the Parties mutually agree to negotiate in good faith to determine if progress can be made towards an agreement for future phases, understanding that the ultimate scopes of such future phases as mutually agreed to by the Parties will materially differ from the descriptions of Phase 1B and Phase 2 in Sections 5.02 and 5.03. Except as expressly provided herein, the failure of the Parties to enter into an agreement on future phases shall not have any effect on the terms and obligations contained in this Agreement.

3. Meaning of Capitalized Terms. Capitalized terms used in this 2nd Amendment, but not defined herein, shall have the meaning set forth in the Agreement.

4. Full Force and Effect. The Parties hereby acknowledge and agree that, except as expressly modified in Sections 1 and 2 of this 2nd Amendment, all the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

5. Entire Agreement. This 2nd Amendment, together with the Agreement, embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this 2nd Amendment and the Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

6. Execution Authority. This 2nd Amendment has been duly authorized and executed by the Parties, and each Party has full power and authority to consummate the aspects of the transaction for which they are responsible, and the person executing this 2nd Amendment is fully authorized to do so and has the power to bind the Party for which they are signing.

IN WITNESS WHEREOF, the Parties have executed this 2nd Amendment as of the date first written above.

[Signature Pages Follow]

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to Content:

_____
Mark Marlowe, Director of Castle Rock Water

COUNTY OF DOUGLAS)
) ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this_____ day of January, 2026, by Lisa Anderson a Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: _____.

(Seal)

_____
Notary Public

DEVELOPER:

TALLGRASS COLORADO MUNICIPAL WATER, LLC

By: _____
Mark Ritchie, Segment President - Commercial Operations (Water)

COUNTY OF JEFFERSON)
) ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this_____ day of January, 2026, by Mark Ritchie, Segment President - Commercial Operations (Water) for Tallgrass Colorado Municipal Water, LLC, a Delaware limited liability company.

Witness my official hand and seal.
My commission expires: _____.

(Seal)

_____
Notary Public

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RESOLUTION NO. 2024- 103

A RESOLUTION APPROVING THE INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT AND WATER LEASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE, AND TALLGRASS COLORADO MUNICIPAL WATER, LLC

WHEREAS, the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise (the "Town"), is the owner and operator of a municipal water system, which system includes but is not limited to collection points, gathering lines, treatment facilities, and distribution lines within and without the Town boundaries (the "System"); and

WHEREAS, Tallgrass Colorado Municipal Water LLC (the "Developer") is the owner and operator of a groundwater gathering and transmission system located in Township 1 North, Range 63 West, Weld County, Colorado (the "Existing Tallgrass Infrastructure"); and

WHEREAS, the Town owns certain property in Weld County, along with eleven wells and the right to divert and use a decreed volume of 1,492 acre-feet of water in the Lost Creek Designated Basin and 770 acre-feet of water as part of the Rothe Recharge Project (the "Town Water Rights"); and

WHEREAS, the Town desires to put the Town Water Rights to beneficial use and, ultimately, connect to the System in accordance with the Town's 2021 Water Resources Strategic Master Plan; and

WHEREAS, the Developer is interested in constructing necessary infrastructure and connecting it to the Existing Tallgrass Infrastructure in order to assist the Town in accessing the Town Water Rights and to allow the Developer to lease the Town Water Rights for a certain period of time, prior to the Town using such water as part of the System (the "New Tallgrass Infrastructure"); and

WHEREAS, the Town and the Developer have determined that a three-phase approach is appropriate for constructing the New Tallgrass Infrastructure, the first phase of which the Town will purchase if negotiations regarding the construction of the second and third phases prove unsuccessful; and

WHEREAS, the Developer also owns substantial water rights within Weld County (the "Tallgrass Water Rights"), of which, the Town is interested in purchasing up to approximately 1,000 acre-feet should an agreement be reached on the second and third phases of the New Tallgrass Infrastructure; and

WHEREAS, the Town Council finds that entering into agreements with the Developer for the construction of the New Tallgrass Infrastructure, the lease of Town Water Rights, and the potential purchase of Tallgrass Water Rights to be in the best interests of the Town's water

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customers and supportive of the Town's goal of diversifying and expanding its water portfolio to ensure that affordable and adequate water remains available now and in the future.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. **Approval**. The Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town and the Developer are hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney and the Director of Castle Rock Water. The Mayor and other proper Town officials are hereby authorized to execute these Agreements and any technical amendments thereto by and on behalf of the Town.

Section 2. **Encumbrance and Authorization**. In order to meet the Town's financial obligations under the Amendment, the Town Council authorizes an expenditure and payment from the Water Resources Enterprise Fund in an amount not to exceed $15,000,000.00, which expenditure and payment shall be contingent upon the inability of the Town and the Developer to reach agreement on the construction of the second and third phases of the New Tallgrass Infrastructure.

PASSED, APPROVED AND ADOPTED this 1st day of October, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of 7 for and 0 against.

ATTEST:

DocuSigned by:
298A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...
Jason Gray, Mayor

Approved as to form:

DocuSigned by:
F7347F32A6794D1...
Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
FEA6D2E651B241D...
Mark Marlowe, Director of Castle Rock Water

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT BY AND BETWEEN THE TOWN OF CASTLE ROCK AND TALLGRASS COLORADO MUNICIPAL WATER, LLC

This Infrastructure Development and Purchase Agreement (this "Agreement") is entered into as of _____, 2024 (the "Effective Date"), by and between **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE,** a municipal political subdivision of the State of Colorado (the "Town") and **TALLGRASS COLORADO MUNICIPAL WATER, LLC,** a Delaware limited liability company ("Developer") (Town and Developer individually referred to herein as a "Party" and collectively as the "Parties").

RECITALS

A. The Town is the owner and operator of a municipal water system, including but not limited to collection points, gathering lines, treatment facilities, and distribution lines within and without the Town boundaries ("System").

B. Developer is the owner and operator of a groundwater gathering and transmission system located in Township 1 North, Range 63 West, Weld County, Colorado (the "Existing Tallgrass Infrastructure").

C. The Town owns the right to divert and use water pursuant to the decrees in Case Nos. 99CV97 and 98CV1727 District Court, Adams County (the "Decrees") and the following Amended Final Permits issued by the Colorado Ground Water Commission: 12123-RFP; 121124-RFP; 14860-RFP: 31526-FP; 31527-FP; 31640-FP; 31643-F-R; 8533 RFP; 8534-FP; 8535-FP; and 31542-FP (collectively, the "Town Water Rights") in Weld County.

D. The Town desires to put the Town's Water Rights to beneficial use and, ultimately, connect the Town Water Rights to the System in accordance with the Town's 2021 Water Resources Strategic Master Plan.

E. Developer is interested in constructing necessary infrastructure and connecting it to the Existing Tallgrass Infrastructure in order to assist the Town in accessing the Town Water Rights in Weld County and to allow Developer to lease the Town's Water Rights for a certain period of time, prior to the Town using the water as part of the System.

F. The Parties have determined that a phased approach is appropriate for the infrastructure improvements, with three distinct phases. This Agreement primarily focuses on completion of Phase 1A, with the intent to engage in further negotiations on Phase 1B and Phase 2, and obligation to purchase the assets procured, designed, and constructed under Phase 1A if no agreement is reached on Phase 1B and Phase 2.

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G. Developer also owns substantial water rights within Weld County, and, upon the completion of Phase 1B and Phase 2, Town is interested in purchasing approximately 1,000 acre feet of Developer's groundwater rights represented by Amended Final Permit Nos. 8499-RFP, 31596-FP, 1827-RFP, 11417-RFP, 31560-FP, 7602-FP, 31582-FP, 31583-FP, and 8505-FP issued by the Colorado Ground Water Commission (collectively, the "Tallgrass Water Rights").

H. The Town finds this Agreement to be in the best interests of the Town of Castle Rock's water customers and supports the Town's goal of diversifying and expanding its water portfolio to ensure affordable and adequate water remains available now and in the future.

AGREEMENT

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

ARTICLE I
DEFINITIONS

1.01 Defined Terms. The following words when capitalized in the text shall have the meanings indicated:

Agreement: This Infrastructure Development and Purchase Option Agreement, inclusive of any future amendments.

Appropriated Fund: As defined in Section 7.14

Assets: As defined in Section 2.10.

Charter: The Home Rule Charter of the Town, as amended.

Code: The Castle Rock Municipal Code, as amended.

County: Weld County, Colorado.

C.R.S.: The Colorado Revised Statutes, as amended.

Easements: As defined in Section 2.03(a).

Effective Date: The date listed in the introductory paragraph of this Agreement.

ECCV Treatment Facility: The East Cherry Creek Valley Water and Sanitation District treatment facility located near Brighton, Colorado.

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Final Acceptance: The completion of the Project as evidenced by the issuance of the certificate of final acceptance by the Town.

Developer: Tallgrass Colorado Municipal Water, LLC.

Existing Tallgrass Infrastructure: As defined in Recital B.

Guaranty: As defined in Section 2.09.

OM&R Costs: As defined in Section 2.03(d).

Party(ies): Individually or collectively, the Town and Developer, together with (except as otherwise limited by the terms of this Agreement) their designated successors and assigns.

Phase 1A: All necessary work to design, permit, construct, project-manage, install, and commission water infrastructure required to gather, measure, and transport available water from the Town's eleven (11) wells in the Lost Creek Groundwater Management District to the Existing Tallgrass Infrastructure, including but not limited to (a) approximately 9 miles of raw water gathering pipelines; (b) booster pump; (c) SCADA communications; and (d) redrilling and other improvements of the Wells, all as further set forth in ***Exhibit 1***.

Phase 1B: As defined in Section 5.02.

Phase 2: As defined in Section 5.03.

Plans: The plans, documents, drawings and specifications prepared by or for Developer for the construction, installation or acquisition of the Project, as approved by the Town.

Project: The design and construction of Phase 1A.

Purchase Price: As defined in Section 2.10.

System: As defined in Recital A.

Tallgrass Water Rights: As defined in Recital G.

Town: The Town of Castle Rock, acting by and through the Castle Rock Water Enterprise.

Town Council: The governing body of the Town of Castle Rock, Colorado, constituted under Article II of the Charter.

Town Specifications: The technical criteria required by the Town for the Project, as set forth in this Agreement, the Town Code, and in ***Exhibit 1***.

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Town Water Rights: As defined in Recital C.

Trigger: As defined in Section 2.03(a).

Well(s): As defined in 2.03(c) to withdraw the Town Water Rights.

1.02 Cross References. Any reference to an article or section number, without further description, shall mean such article or section in this Agreement.

ARTICLE II
PUBLIC IMPROVEMENTS DEVELOPMENT AND PURCHASE OBLIGATION

2.01 Generally. Developer shall complete the Project in accordance with this Agreement, Town Specifications, and applicable local, state, and federal laws and regulations. Developer shall bear the cost of planning, designing, constructing and financing the Project and all other related and incidental activities, including access rights or easement acquisition as necessary to construct the Project or to connect the Project to Existing Tallgrass Infrastructure.

2.02 Party Representatives. Within fourteen (14) calendar days following the Effective Date, each Party shall designate and shall inform the other Party in writing of its representative who shall have authority to act and communicate for and on behalf of each Party in all matters arising under or related to this Agreement and the successful completion of the Project.

2.03 Phase 1A Development and Operations. Developer shall cause the construction and completion of the Project, and the Parties shall operate the Project, as follows:

(a) Commencement of Construction. As soon as reasonably practicable following the Effective Date, the Town shall convey to Developer an undivided fifty percent interest in the easements listed on ***Exhibit 2*** attached hereto ("Easements") pursuant to a Deed of Easement in Gross and Assignment of Rights in a form substantially similar to that attached as ***Exhibit 3*** attached hereto. The Town shall reserve for itself an undivided fifty percent interest in the Easements. Developer shall commence or cause to be commenced construction of the Project upon the later of: forty-five (45) days following the Town's assignment of the Easements; or fifteen (15) days following the issuance of the applicable permits from Weld County and the Division of Water Resources, including such permits required for the redrilling of the Wells ("Trigger"). Construction will be considered to have commenced on the date that Developer issues a notice to proceed with construction of the Project under its agreement to construct or on the date actual work begins on the Project. Developer shall notify Town in writing of the construction commencement date within two (2) business days of such commencement.

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(b) Completion of Construction. Following commencement of the Project in accordance with Section 2.03(a), Developer shall diligently pursue steps, or cause its contractor to diligently pursue steps, to complete the Project on or before six (6) months following the Trigger. The Project shall be deemed to be complete upon issuance by the Town of a notice of Final Acceptance. Developer shall notify Town in writing when Developer believes it has reached substantial completion of the Project in order to initiate the process of Final Acceptance. Upon notice of substantial completion, the Town shall review and inspect the Project to determine if there are punch list items requiring completion prior to Final Acceptance and to confirm there are no outstanding liens or encumbrances on the Project. Notice of Final Acceptance shall not amount to a transfer of any infrastructure or rights, but shall only serve to confirm satisfactory completion of the Project based on the Town's review in accordance with this Agreement.

(c) Construction and Ownership of Wells. The Developer shall act as the Town's general contractor to develop, drill and install or cause to be developed, drilled and installed, wells subject to the Decrees and Permits ("Wells") in conformance with ***Exhibit 1***, and shall provide electricity to the Wells. The cost of such development, drilling and installation of the Wells, the provision of electricity and all general contractor fees/profits are expressly included in the Purchase Price described in Section 2.10. The Town owns and shall, at all times, own the Wells. Developer shall have no ownership interest in the Wells. For clarity, the Town's ownership in each Well and Developer's ownership interest of the Assets as defined in Section 2.10 is depicted on ***Exhibit 4*** with the Town's ownership shaded in blue and Developer's Assets shaded in red.

(d) OM&R. Developer shall operate, maintain, and repair the Wells, the Project and other assets developed as part of Phase 1A. Following the expiration of the Term or earlier termination of this Agreement, Developer shall deliver to the Town a statement with supporting documentation detailing Developer's actual costs and expenses incurred with respect to such operation and maintenance, including, but not limited to, actual costs of insurance and taxes (the "OM&R Costs"). The Town shall reimburse Developer for the actual OM&R Costs within thirty (30) days following receipt of such statement; provided, however, that in the event the OM&R Costs exceed the payments made by the Developer to the Town pursuant to the Water Lease Agreement (such difference, the "Excess Costs"), the Town may defer the payment of the Excess Costs until, as applicable, (a) the closing of the purchase of the Project pursuant to Section 2.10 below, at which time the amount of the Excess Costs shall be added to the Purchase Price; or (b) a later date as provided in the agreement(s) to be entered into between the Parties for the development of Phase 1B and Phase 2, pursuant to Article V below.

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2.04 Construction Agreement. The Parties acknowledge that Developer and its selected contractor(s) have entered or shall enter into a construction agreement, which agreement shall obligate the contractor to complete the Project in accordance with this Agreement.

2.05 Inspection and Access to Site. At all times during the Project, Town shall have reasonable access to the Project work site(s), during regular business hours or otherwise when other work is being performed on site, in order to inspect the progress of the Project. Town shall bear all costs associated with its own inspections or monitoring of the Project.

2.06 Indemnification. Developer shall indemnify and hold harmless the Town, its board members, officers, agents, and employees ("Indemnified Parties") from and against losses, costs, expenses, liabilities, damages, fines, and penalties, (including court costs and reasonable attorneys' fees) (collectively, the "Losses") sustained or incurred by the Indemnified Parties as a result of a demand, claim, proceeding, judgment, or settlement by a third party against one or more of the Indemnified Parties ("Third Party Claim"), to the extent the Losses arise out of Developer's or its agents', servants', contractors', consultants', or employees' (i) material breach of the representations, warranties or covenants of this Agreement, (ii) negligence or willful misconduct, or (iii) material failure to comply with applicable law; provided, however, that Lessee's obligations under this Section 2.06 shall not apply, in connection with its performance hereunder, but not to the extent such Losses are caused by any negligent or willful act or omission of, or breach of contract by any Indemnified Parties, their employees, agents, contractors or assigns.

2.07 Standard of Care and Warranty. For all work performed under this Agreement for the Project, Developer shall use commercially reasonable efforts to ensure that such work, including but not limited to design, construction, and inspection work, is performed in an acceptable workmanlike and professional manner, consistent with the professional delivery of such services by qualified contractors in the industry, and consistent with all applicable local, state, and federal laws and regulations. Furthermore, Developer shall ensure that all such work contains a warranty period for one (1) year following the completion of the Project to cover all costs of repair or replacement for the Project within such warranty period.

2.08 Insurance. From the Effective Date to the end of the warranty period described in Section 2.07, at their own cost and expense, Developer and all subcontractors hired by Developer shall provide, or cause to be provided, and shall maintain the following insurance for the Project by a company authorized to do business in and to issue such policies in the State of Colorado. Prior to commencing work under this Agreement, Developer and Developer's subcontractors shall deliver to the Town one or more ACORD certificate(s) of insurance evidencing the existence of insurance described below. The Town shall also be named as an additional insured under all policies, with the exception of the workers' compensation policy, but only as respects the risks and liabilities assumed by Developer under this Agreement. This Agreement shall be an insured contract under the policies. Coverage shall be primary and non-contributory to all other policies of the Town. All of the policies maintained by Developer and Developer's subcontractors shall contain provisions that state: the insurance companies will have no right of recovery or

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subrogation against the Town; defense costs shall be outside of the policy limits; and coverage applies separately to each insured entity against whom a claim is made. All insurance policies required to be obtained and maintained must be provided by insurers with an A.M. Best rating of A-VII or higher. Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any such insurance company carrying insurance for Developer or Developer's subcontractors or failure of any such insurance company to pay claims occurring shall not be held to waive any of the provisions of this Agreement. To the extent commercially and reasonably available, material modification or cancellation of policies providing coverage Developer or Developer's subcontractors hereunder shall only be effective thirty (30) days after written notice of modification or cancellation (except for ten (10) days' notice for non-payment of premium) is delivered to the Town from the insurance company or an authorized representative. To the extent not commercially and reasonably available, Developer and Developer's subcontractors shall have the obligation to provide such notice.

(a) Commercial General Liability: Minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate. Such coverage shall not be subject to any exclusions for "Explosion", "Collapse" and/or "Underground" operations.

(b) Automobile Liability: Minimum limits of $1,000,000, combined single limit.

(c) Professional Liability (only for applicable design professionals): Minimum limits of $2,000,000 per claim and $2,000,000 in the aggregate.

(d) Workers' Compensation and Employee Liability: Workers' compensation insurance, at statutory limits covering contractors and Employee Liability with minimum limits of $1,000,000.

(e) Umbrella Liability: Umbrella Liability coverage in excess of the limits and with terms at least as broad as the coverages outlined in Sections 2.08 (a) through (d) above, with a combined single limit for bodily injury and property damage of at least $10,000,000 for each occurrence.

2.09 Parental Guaranty. As a condition precedent to the efficacy of this Agreement, Developer shall cause Tallgrass Water, LLC, Developer's parent company, to execute and deliver the Parental Guaranty in substantially the same form as included in ***Exhibit 5*** ("Guaranty") simultaneously with the execution of this Agreement.

2.10 Purchase Obligation. As a material term for the Town's inducement to this Agreement, if the Town and Developer have not reached an agreement on completing Phase 1B and Phase 2 within one (1) year of the Effective Date, the Town shall purchase all rights, title, and ownership interest in the assets procured, designed, and constructed pursuant to the Project, including, but not limited to, the assets owned by Developer and set forth in ***Exhibit 1*** and all

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easements or other real property rights obtained with respect to such assets, including the Easements assigned to Tallgrass in accordance with Section 2.03(a) above (collectively, the "Assets") for a total purchase price of Fifteen Million Dollars ($15,000,000.00) (the "Purchase Price"). To complete the purchase, the Town and Developer shall mutually agree upon a closing agent as well as date and time for closing, and shall share the costs of closing equally. The Town shall have the right to inspect the Assets prior to closing and shall only be excused from closing on the purchase of the Assets if, in the Town's commercially reasonable judgment, the Assets materially deviate from the Town Specifications. At the time of closing, in addition to conveying all rights, title, and ownership interests of the Project and its Assets to the Town, free and clear of all liens, claims, or encumbrances, the Developer agrees to provide the following in exchange for the purchase price:

(a) The complete Plans for the Project.

(b) "As-built" AutoCAD file and PDF file.

(c) All access or easement rights obtained by Developer for the Project, including the Easements described in Section 2.3(a).

(d) Any and all permits or approvals obtained as part of the Project.

(e) All warranties for the Project of any and all nature.

2.11 Termination After Purchase. If the purchase obligation described in Section 2.10 is triggered, this Agreement shall terminate for all purposes on the date of closing of the purchase.

ARTICLE III
LEASE OF TOWN WATER RIGHTS

3.01 Lease of Town Water Rights. Following completion of components of the Project as the components allow, Developer shall have the right to lease the Town's Water Rights made available by completed components of the Project pursuant to the Water Lease Agreement, in substantially the same form as included in ***Exhibit 6*** (the "Water Lease Agreement"). The Town makes no warranties or guarantees, express or implied, of any specific amount of available water for Developer to lease from the Town's Water Rights, the quality of any such water pumped from the Town's wells and whether the Town's Water Rights are sufficient for Developer's intended purposes. Any such lease shall be based on the "as-is" condition and production of the Town wells. Absent a separate and mutually agreed upon Water Lease Agreement being entered into between the Parties, Town shall have no duty to deliver any water to Developer under this Agreement.

ARTICLE IV
[RESERVED]

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ARTICLE V
FUTURE IMPROVEMENTS (PHASES 1B AND 2); PURCHASE OF TALLGRASS WATER

5.01 Future Improvements Generally. The Parties are interested in pursuing possible additional agreements related to Phase 1B and Phase 2. As part of the consideration for this Agreement, the Parties mutually agree to negotiate in good faith to determine if an agreement can be reached for the completion of Phase 1B and Phase 2. Except as expressly provided herein, the failure of the Parties to enter into an agreement on Phase 1B and Phase 2 shall not have any effect on the terms and obligations contained in this Agreement.

5.02 Phase 1B. At the time of this Agreement, the general intent and scope of Phase 1B would include Developer providing all work, at its sole cost, to design, permit, construct, project-manage, install, and commission water infrastructure required to gather and transport up to 4,000 acre feet of raw water to the ECCV Treatment Facility. The Phase 1B infrastructure would include:

(a) A storage pond located at Township 1 North, Range 65 West, Weld County, Colorado, capable of receiving and storing up to 10,500,000 gallons of water (the "West Gathering Pond"), which Town, at its sole cost, would gather and deliver from its freshwater wells in the Box Elder development (the "Box Elder Wells");

(b) A pumping station adjacent to the West Gathering Pond that will be used to transfer water from the pond to the ECCV Treatment Facility.

(c) Approximately 7.1 miles of raw water supply pipeline, commencing at the West Gathering Pond and terminating at the West Gathering Pond ("Supply Pipeline");

(d) SCADA communications; and

(e) Other equipment facilities required for the operation of the Storage Pond and Supply Pipeline.

5.03 Phase 2. At the time of this Agreement, the general intent and scope of Phase 2 would include Developer providing all work, at its sole cost, to design, permit, construct, project-manage, install, and commission water infrastructure required to connect the Project to the West Gathering Pond. The Phase 2 infrastructure would include:

(a) A pumping station located at Township 1 North, Range 64 West, Weld County, Colorado, to which the water from the Project would flow (the "East Pump Station");

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(b) Approximately 8 miles of raw water supply pipeline, commencing at a point on the Project and terminating at the ECCV Treatment Facility (the "Connection Pipeline");

(c) SCADA communications;

(d) Other equipment facilities required for the operation of the East Pump Station and Connection Pipeline; and

5.04 Purchase of Tallgrass Water. At the time of this Agreement, the general intent is that following the completion of Phase 1B and Phase 2, the Town would purchase approximately one-thousand (1,000) acre-feet of HCU attributable to the Tallgrass Water Rights upon the terms and conditions mutually agreed to by the Parties in the agreement to be negotiated and executed pursuant to Section 5.01.

ARTICLE VI
DEFAULT AND REMEDIES

6.01 Event of Default. Failure of Town or Developer to perform any covenant, agreement, obligation or provision of this Agreement, constitutes an event of default under this Agreement.

6.02 Default Notice. In the event either Party alleges that the other is in default, the non-defaulting Party shall first notify the defaulting Party in writing of such default, and specify the exact nature of the default in such notice. Except as otherwise provided herein, the defaulting Party shall have twenty (20) days from receipt of such notice within which to cure such default before the non-defaulting Party may exercise any of its remedies hereunder. If such default is not of a type which can be cured within such twenty (20) day period and the defaulting Party commenced the cure within the twenty (20) day period and is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of the twenty (20) day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

6.03 Remedies. In addition to specific remedies provided elsewhere in this Agreement, upon notice of default and failure to cure in accordance with Section 6.02, the non-defaulting Party shall have the right to take whatever action, at law or in equity, which appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting Party under this Agreement, or to collect the monies then due and thereafter to become due, or the non-defaulting Party may terminate this Agreement. In any such legal action, the prevailing Party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other Party.

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6.04 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO RECEIVE DAMAGES FROM ANY OTHER PARTY BASED ON ANY THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES (EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE INCLUDED IN INDEMNIFIABLE LOSSES RESULTING FROM A THIRD PARTY CLAIM IN ACCORDANCE WITH SECTION 2.06).

ARTICLE VII
GENERAL PROVISIONS

7.01 Term. This Agreement shall commence upon the Effective Date and shall continue until the earlier of (a) the date on which the agreement described in Section 5.01 is executed, or (b) the date of closing of the purchase described in Section 2.10 (such period, as applicable, the "Term"). The Term may be extended by mutual agreement of the Parties.

7.02 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the Parties and their successors, must be in writing and duly executed by the signatories or their respective representatives. The Mayor, Director of Castle Rock Water, and Town Attorney and officers on behalf of Developer executing this Agreement are authorized to make corrections and clarifications to this Agreement, so long as the changes are consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, and execution of such amendment will constitute approval of such changes by the Parties.

7.02 Interpretation. In this Agreement, unless the context otherwise requires:

(a) all definitions, terms and words shall include both the singular and the plural;

(b) words of the masculine gender include correlative words of the feminine and neuter genders, and words importing singular number include the plural number and vice versa; and

(c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

7.03 Notice. The addresses of the Parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested, or electronic mail, with delivery receipt. If given by registered or certified mail, the same will be deemed to have been given and received three days after a

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registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight courier service, a notice will be deemed to have been given and received the first to occur of one business day after being deposited with a nationally recognized overnight air courier service or upon delivery to the Party to whom it is addressed. If sent via electronic mail, a notice will be deemed to have been given and received on the next business day following the sender's receipt of a delivery receipt.

If to Developer, addressed to:

Tallgrass Colorado Municipal Water, LLC
370 Van Gordon Street
Lakewood, CO 80228
Attn: Mark Ritchie
Tel: (303) 763-3659
Email: mark.ritchie@tallgrass.com

With a copy to:

Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
Attn: Legal Department
Tel: (303) 763-2950
Email: legal.notices@tallgrass.com

If to the Town, addressed to:

Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Attn: Director of Castle Rock Water
Tel: (720) 733-6001
Email: mmarlowe@crgov.com

With a copy to:

Town of Castle Rock
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Attn: Mike Hyman
Tel: (303) 660-1398
Email: mhyman@crgov.com

7.04 Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is found by final judicial decree to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

7.05 Conflicts. If the terms and provisions of this Agreement are in conflict with any prior agreement between the Town and the Developer, the terms and provisions of this Agreement, as it may be amended from time to time, shall control.

7.06 Verification. The Town and the Developer shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Developer under the Agreement or by the terms of any other agreement.

7.07 Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action, including but not limited to estoppel documents requested or required by lenders or the Parties hereto, that is necessary to carry out this Agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this

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Agreement and to effectuate the agreements and the intent. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefit that it would have received under this Agreement.

7.08 Days. If the day for any performance or event provided for herein is a Saturday, Sunday or a day on which national banks are not open for regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S, such day will be extended until the next day on which such banks and state offices are open for the transaction of business.

7.09 Controlling Law and Venue; Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Colorado, regardless of the laws that might otherwise govern under conflict of law principles. Any legal suit, action, or proceeding arising out of or related to this Agreement or the transactions contemplated hereby that are not resolved pursuant to Section 7.10 below shall be instituted in the District Court of the State of Colorado located in the City and County of Denver, Colorado. Each of the Parties irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

7.10 Alternative Dispute Resolution. In the event of any dispute or claim arising under or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's written request therefor. The costs of such mediation shall be shared equally by the Parties. If such dispute or claim is not settled through mediation, then either Party may initiate a civil action pursuant to Section 7.09 above.

7.11 Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

7.12 Captions. The paragraph headings are for convenience only and the substantive portions hereof control without regard to the headings.

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7.13 Execution Authority. This Agreement has been duly authorized and executed by the Parties and each Party has full power and authority to consummate the aspects of the transaction for which they are responsible, and the person executing this Agreement is fully authorized to do so and has the power to bind the Party for which they are signing.

7.14 Appropriation. This Agreement does not constitute a general obligation or other indebtedness of the Town. This Agreement also does not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of the Constitution and laws of the State of Colorado. In the event of a default by the Town of any of its obligations under this Agreement, Developer shall have no recourse for any amounts owed to it against any funds or revenues of the Town except for the $15 million appropriated in the Town's 2025 budget (the "Appropriated Fund"), as approved and adopted on September 17, 2024, pursuant to Ordinance No. 2024-016, and available in future fiscal years from the Town's Water Resources Enterprise Fund. The Town represents and warrants the Appropriated Fund is irrevocably pledged to satisfy any debts and/or liabilities that may arise out the Town's default of any term or condition of this Agreement and that execution and delivery of this Agreement has been duly authorized and all requisite actions and other steps necessary to make this Agreement and all the terms hereof a valid and binding obligation of the Town of Castle Rock Water Resources Enterprise have been duly taken.

7.15 Governmental Immunity. No provision of this Agreement shall be construed as a waiver, express or implied, of any immunities or defenses provided to the Town by any applicable law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

7.16 Time of Essence. Time is expressly stated to be of the essence of this Agreement. Except as expressly stated herein, any failure to perform the covenants and agreements herein agreed to be performed strictly at the times designated shall operate as an event of default under this Agreement.

7.17 Waiver. The failure of either Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Agreement.

7.18 Assignment; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Neither party may assign or transfer this Agreement or any of its rights, benefits or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld. No third-party beneficiary rights are created in favor of any person not a party to this Agreement.

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7.18 **No Agency.** Developer is acting as an independent contractor. Developer has no power or authority to assume or create any obligation on behalf of the Town. Developer is not the Town's agent, and Developer's employees are not the Town's employees for any purpose.

7.19 **Entire Agreement.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

[Signature Page Follows]

DS

ATTEST:

DocuSigned by:
298A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...
Jason Gray, Mayor

Approved as to form:

DocuSigned by:
E7347F32A6794D1...
Michael J. Hyman, Town Attorney

Approved as to content:

Signed by:
FEA6D2E651B241D...
Mark Marlowe, Director of Castle Rock Water

COUNTY OF DOUGLAS)
) **ss.**
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 8th day of October, 2024, by Lisa Anderson as Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: 9/30/2028.

DS

(SEAL)

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2028

DocuSigned by:
2C2E9A3EF54D4A3...
Notary Public

DAN#20084033388-020162

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DEVELOPER:

TALLGRASS COLORADO MUNICIPAL WATER, LLC

a Delaware limited liability company

By: _____

Mark Ritchie, Segment President – Commercial Operations (Water)

STATE OF Colorado)
) **ss.**
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 26th day of September, 2024 by Mark Ritchie as Segment President – Commercial Operations (Water) for Tallgrass Colorado Municipal Water, LLC, a Delaware limited liability company.

Witness my official hand and seal.

My commission expires: 02/02/27

(SEAL)

DAWNELLE MITCHELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234004344
MY COMMISSION EXPIRES FEBRUARY 2, 2027

_____
Notary Public

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EXHIBIT 1

(Phase 1A Detail and Specifications)

Project Summary

Bi-directional system designed to deliver non-potable freshwater from Castle Rock's Lost Creek Wells to Tallgrass Water's Front Range Well Gathering system at a rate of 2,780 gpm. The design consists of 11 rehabilitated irrigation wells and a 9.2-mile HDPE pipeline gathering system with a combination of 12", 20", and 28" diameter pipe. The Project is designed to accommodate Phase 1B and Phase 2 expansion and to comply with Town of Castle Rock 2018 Criteria Manual, Water System Design, dated December 4, 2018 and Town of Castle Rock Construction Methodology and Materials Manual, dated September 14, 2012; provided, however, that the compaction requirements set forth in such manuals shall not apply to the Project and Developer shall comply with the non-structural industry-standard compaction rate of 86%.

Summary of Materials

Gathering Pipeline Installations

- High Density Polyethylene (HDPE) Pipe
  - 12" DR 13.5 IPS Pipe 31,300 ft
    - Maximum Allowed Operating Pressure – 160 psi
      - Pressure based on a water temperature of 72 degF
  - 20" DR 13.5 IPS Pipe 4,900 ft
    - Maximum Allowed Operating Pressure – 160 psi
      - Pressure based on a water temperature of 72 degF
  - 28" DR 13.5 IPS Pipe 10,950 ft
    - Maximum Allowed Operating Pressure – 160 psi
      - Pressure based on a water temperature of 72 degF
  - Pipeline gathering system designed to transport of total volume of 5,000 acre feet.
- Air Vacuum Breakers
  - Quantity, design and location to be determined when agreed upon land easements for pipeline location are finalized.
- Mainline Isolation Valves
  - Carbon Steel 12" Gate Valves (subgrade)
  - Carbon Steel 20" Gate Valves (subgrade)
  - Carbon Steel 28" Gate Valves (subgrade)
  - Quantity, design and location to be determined when agreed upon land easements for pipeline location are finalized.
  - All subgrade valves to be accessed via valve cans
- Tracer Wire
  - Regency Wire and Cable - Blue – AWG 10 Solid Strand Copper – Nominal OD of 0.192 in
  - Pro-Line's Detectable Marking Tape - consists of a minimum 5.0 mil overall thickness. Construction is 0.8 mil clear virgin polypropylene film, reverse printed

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and laminated to a 0.35 solid aluminum foil core and then laminated to a 3.75 mil clear virgin polyethylene film.

Well 8533

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole — 110 feet
    - Centrilizers — Qty 3
    - 14” #304 Wire Wrapped SS Screen — 30 feet
    - 14" x .375" Plain Steel Casing — 82 feet
    - 14” x .375” Plain Steel Sump — 5 feet
    - Silica Sand Filter Pack — 82 feet
    - Cement Grout — 18 feet minimum
    - 4” Steel Gravel Tube — 21 feet
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 150S150-7 Pump End
    - Hitachi 15 HP 6-inch 230v Pump Motor
    - Design Pressure (at surface): 50 psi
    - Design Rate: 160 gpm
- Measurement Instrumentation
    - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
    - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
    - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
    - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
    - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
    - Cabinet Enclosure
        - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
        - 60”x48”x16”
        - NEMA 3R
    - Circuit breaker, PowerPacT J
        - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
    - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
    - Allen-Bradley Compact Logix analog input module, #1769-IF8
    - Allen-Bradley Compact Logix end cap, #1769-ECR
    - Maple Systems, HMI Touchscreen, #HMI5043LBv2
    - Real Time Automation Gateway, #460ETCMM-NNA1
    - Square D, 10A Circuit Breaker, #QOU-110
    - Phoenix TRIO-UPS Power Supply, #2907161

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  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch
    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
  - LMR195 3' SMA to N
    - Proxicast ANT-140-020 - Qty 4
  - LMR400 25' N to N
    - Proxicast ANT-180-401- Qty 4
  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
  - 4G MIMO Antenna
    - Proxicast ANT-127-05M – Qty 2
  - Verizon VSAT
    - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
  - Remote Programmable Smart RTUs
    - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
  - Warren Carbon Steel 4” Lift Check Valves – Qty 1
  - Warren Carbon Steel 6” Gate Valve – Qty 1
  - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
  - Warren Carbon Steel 1” Ball Valve
  - Piping/Instruments Insulation
    - Johns Manville – 1.5” MicroLok Fiberglass Insulation
    - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
  - Heat Trace
    - Thermon BSX Self-Regulating Heat Tracing
    - Thermon Terminator - Heating Cable Termination Kits

Well 8534

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
  - 28-inch borehole 100 feet
  - Centrilizers Qty 3
  - 14” #304 Wire Wrapped SS Screen 30 feet
  - 14" x .375" Plain Steel Casing 67 feet

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  - 14” x .375” Plain Steel Sump 5 feet
  - Silica Sand Filter Pack 80 feet
  - Cement Grout 18 feet minimum
  - 4” Steel Gravel Tube 21 feet
  - 14” x 4” x 5’ pitless assembly
- Submersible Pump
  - Grundfos 150S150-7 Pump End
  - Hitachi 15 HP 6-inch 230v Pump Motor
  - Design Pressure (at surface): 50 psi
  - Design Rate: 160 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

Well 8535

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 110 feet
    - Centrilizers Qty 3
    - 14” #304 Wire Wrapped SS Screen 30 feet
    - 14" x .375" Plain Steel Casing 77 feet
    - 14” x .375” Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 82 feet
    - Cement Grout 18 feet minimum
    - 4” Steel Gravel Tube 21 feet
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 230S150-5B Pump End
    - Hitachi 15 HP 6-inch 230v Pump Motor
    - Design Pressure (at surface): 50 psi
    - Design Rate: 180 gpm

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch
    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
  - LMR195 3' SMA to N
    - Proxicast ANT-140-020 - Qty 4
  - LMR400 25' N to N
    - Proxicast ANT-180-401- Qty 4
  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
  - 4G MIMO Antenna
    - Proxicast ANT-127-05M – Qty 2
  - Verizon VSAT

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

Well 12123

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 170 feet
    - Centrilizers Qty 4
    - 14” #304 Wire Wrapped SS Screen 40 feet
    - 14" x .375" Plain Steel Casing 132 feet
    - 14” x .375” Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 150 feet
    - Cement Grout 18 feet minimum
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 230S250-8 Pump End
    - Hitachi 25 HP 6-inch 230v Pump Motor
    - Design Pressure (at surface): 95 psi
    - Design Rate: 300 gpm
- Measurement Instrumentation
    - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
    - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
    - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
    - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
    - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
    - Cabinet Enclosure
        - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

        - 60”x48”x16”
        - NEMA 3R
    - Circuit breaker, PowerPacT J
        - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
    - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
    - Allen-Bradley Compact Logix analog input module, #1769-IF8
    - Allen-Bradley Compact Logix end cap, #1769-ECR
    - Maple Systems, HMI Touchscreen, #HMI5043LBv2
    - Real Time Automation Gateway, #460ETCMM-NNA1
    - Square D, 10A Circuit Breaker, #QOU-110
    - Phoenix TRIO-UPS Power Supply, #2907161
    - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
    - Phoenix, Surge Protector, #PLT-SEC-T3
    - Kooltronics Air Conditioner
- Communications and Networking
    - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
    - Modem
        - Cradlepoint R920 - Qty 2
    - Router
        - Cisco IR1101 – Qty 2
    - Switch
        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

Well 12124

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 170 feet
    - Centrilizers Qty 4
    - 14” #304 Wire Wrapped SS Screen 40 feet
    - 14" x .375" Plain Steel Casing 132 feet
    - 14” x .375” Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 150 feet
    - Cement Grout 18 feet minimum
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 230S250-8 Pump End
    - Hitachi 25 HP 6-inch 230v Pump Motor
    - Design Pressure (at surface): 95 psi
    - Design Rate: 200 gpm
- Measurement Instrumentation
    - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
    - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
    - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
    - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
    - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
    - Cabinet Enclosure
        - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
        - 60”x48”x16”
        - NEMA 3R
    - Circuit breaker, PowerPacT J
        - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
    - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
    - Allen-Bradley Compact Logix analog input module, #1769-IF8
    - Allen-Bradley Compact Logix end cap, #1769-ECR
    - Maple Systems, HMI Touchscreen, #HMI5043LBv2
    - Real Time Automation Gateway, #460ETCMM-NNA1

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

    - Square D, 10A Circuit Breaker, #QOU-110
    - Phoenix TRIO-UPS Power Supply, #2907161
    - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
    - Phoenix, Surge Protector, #PLT-SEC-T3
    - Kooltronics Air Conditioner
- Communications and Networking
    - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
    - Modem
        - Cradlepoint R920 - Qty 2
    - Router
        - Cisco IR1101 – Qty 2
    - Switch
        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

Well 14860

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 165 feet
    - Centrilizers Qty 4

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

  - 14” #304 Wire Wrapped SS Screen 40 feet
  - 14" x .375" Plain Steel Casing 121 feet
  - 14” x .375” Plain Steel Sump 5 feet
  - Silica Sand Filter Pack 145 feet
  - Cement Grout 18 feet minimum
  - 4” Steel Gravel Tube 21 feet
  - 14” x 4” x 5’ pitless assembly
- Submersible Pump
  - Grundfos 150S200-9 Pump End
  - Hitachi 20 HP 6-inch 230v Pump Motor
  - Design Pressure (at surface): 90 psi
  - Design Rate: 140 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

        - Cisco IR1101 – Qty 2
    - Switch
        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

Well 31526

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 150 feet
    - Centrilizers Qty 3
    - 14” #304 Wire Wrapped SS Screen 40 feet
    - 14" x .375" Plain Steel Casing 107 feet
    - 14” x .375” Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 130 feet
    - Cement Grout 18 feet minimum
    - 4” Steel Gravel Tube 21 feet
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 300S30-9B Pump End
    - Hitachi 30 HP 6-inch 230v Pump Motor

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

  - Design Pressure (at surface): 110 psi
  - Design Rate: 270 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch
    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
  - LMR195 3' SMA to N
    - Proxicast ANT-140-020 - Qty 4
  - LMR400 25' N to N
    - Proxicast ANT-180-401- Qty 4
  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
  - 4G MIMO Antenna

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

Well 31527

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 150 feet
    - Centrilizers Qty 3
    - 14” #304 Wire Wrapped SS Screen 40 feet
    - 14" x .375" Plain Steel Casing 107 feet
    - 14” x .375” Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 130 feet
    - Cement Grout 18 feet minimum
    - 4” Steel Gravel Tube 21 feet
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 230S300-9Pump End
    - Hitachi 30 HP 6-inch 230v Pump Motor
    - Design Pressure (at surface): 105 psi
    - Design Rate: 260 gpm
- Measurement Instrumentation
    - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
    - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
    - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
    - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
    - Allen Bradley Powerflex 753 Series

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch
    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
  - LMR195 3' SMA to N
    - Proxicast ANT-140-020 - Qty 4
  - LMR400 25' N to N
    - Proxicast ANT-180-401- Qty 4
  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
  - 4G MIMO Antenna
    - Proxicast ANT-127-05M – Qty 2
  - Verizon VSAT
    - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
  - Remote Programmable Smart RTUs
    - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
  - Warren Carbon Steel 4” Lift Check Valves – Qty 1
  - Warren Carbon Steel 6” Gate Valve – Qty 1
  - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
  - Warren Carbon Steel 1” Ball Valve

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

  - Piping/Instruments Insulation
    - Johns Manville – 1.5” MicroLok Fiberglass Insulation
    - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
  - Heat Trace
    - Thermon BSX Self-Regulating Heat Tracing
    - Thermon Terminator - Heating Cable Termination Kits

Well 31542

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
  - 28-inch borehole 170 feet
  - Centrilizers Qty 3
  - 14” #304 Wire Wrapped SS Screen 40 feet
  - 14" x .375" Plain Steel Casing 132 feet
  - 14” x .375” Plain Steel Sump 5 feet
  - Silica Sand Filter Pack 150 feet
  - Cement Grout 18 feet minimum
  - 4” Steel Gravel Tube 21 feet
  - 14” x 4” x 5’ pitless assembly
- Submersible Pump
  - Grundfos 385S400-6B Pump End
  - Hitachi 40 HP 6-inch 460v Pump Motor
  - Design Pressure (at surface): 100 psi
  - Design Rate: 360 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 3 inch (DN80)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8

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- Allen-Bradley Compact Logix end cap, #1769-ECR
- Maple Systems, HMI Touchscreen, #HMI5043LBv2
- Real Time Automation Gateway, #460ETCMM-NNA1
- Square D, 10A Circuit Breaker, #QOU-110
- Phoenix TRIO-UPS Power Supply, #2907161
- Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
- Phoenix, Surge Protector, #PLT-SEC-T3
- Kooltronics Air Conditioner

- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch
    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
  - LMR195 3' SMA to N
    - Proxicast ANT-140-020 - Qty 4
  - LMR400 25' N to N
    - Proxicast ANT-180-401- Qty 4
  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
  - 4G MIMO Antenna
    - Proxicast ANT-127-05M – Qty 2
  - Verizon VSAT
    - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
  - Remote Programmable Smart RTUs
    - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
  - Warren Carbon Steel 4” Lift Check Valves – Qty 1
  - Warren Carbon Steel 6” Gate Valve – Qty 1
  - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
  - Warren Carbon Steel 1” Ball Valve
  - Piping/Instruments Insulation
    - Johns Manville – 1.5” MicroLok Fiberglass Insulation
    - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
  - Heat Trace
    - Thermon BSX Self-Regulating Heat Tracing
    - Thermon Terminator - Heating Cable Termination Kits

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Well 31640

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
  - 28-inch borehole 175 feet
  - Centrilizers Qty 3
  - 14” #304 Wire Wrapped SS Screen 40 feet
  - 14" x .375" Plain Steel Casing 132 feet
  - 14” x .375” Plain Steel Sump 5 feet
  - Silica Sand Filter Pack 155 feet
  - Cement Grout 18 feet minimum
  - 4” Steel Gravel Tube 21 feet
  - 14” x 6” x 5’ pitless assembly
- Submersible Pump
  - Grundfos 7CHC - 4 Stage Pump End
  - Hitachi 75 HP 8-inch 460v Pump Motor
  - Design Pressure (at surface): 95 psi
  - Design Rate: 550 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 3 inch (DN80)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3

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    - Kooltronics Air Conditioner
- Communications and Networking
    - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
    - Modem
        - Cradlepoint R920 - Qty 2
    - Router
        - Cisco IR1101 – Qty 2
    - Switch
        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

Well 31643

- Well Completions
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 230250-8Pump End
    - Hitachi 25 HP 6-inch 460v Pump Motor
    - Design Pressure (at surface): 90 psi
    - Design Rate: 200 gpm
- Measurement Instrumentation

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    - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
    - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
    - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
    - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
    - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
    - Cabinet Enclosure
        - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
        - 60”x48”x16”
        - NEMA 3R
    - Circuit breaker, PowerPacT J
        - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
    - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
    - Allen-Bradley Compact Logix analog input module, #1769-IF8
    - Allen-Bradley Compact Logix end cap, #1769-ECR
    - Maple Systems, HMI Touchscreen, #HMI5043LBv2
    - Real Time Automation Gateway, #460ETCMM-NNA1
    - Square D, 10A Circuit Breaker, #QOU-110
    - Phoenix TRIO-UPS Power Supply, #2907161
    - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
    - Phoenix, Surge Protector, #PLT-SEC-T3
    - Kooltronics Air Conditioner
- Communications and Networking
    - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
    - Modem
        - Cradlepoint R920 - Qty 2
    - Router
        - Cisco IR1101 – Qty 2
    - Switch
        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1

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    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

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EXHIBIT 2
(Easements)

Parcel #	Landowner	QQ	Section	Township	Range	Useful Length (ft)	Total Length (ft)	Percentage
147727200023	Dustin Lee Willis	Part W2W2	27	1N	63W	2,900.00	2,900.00	100%
147727300018	Dove Meadow Dairy, Inc.	Part SW4	27	1N	63W	3,021.00	3,021.00	100%
147727200022	Elaine M Martinez	Part NW4	27	1N	63W	2,040.00	2,040.00	100%
147727200021	Jesse A Campbell	E2NW4	27	1N	63W	1,094.00	1,094.00	100%
147727100020	Robert L. Riebschlager	Part W2NE4	27	1N	63W	1,064.00	1,064.00	100%
147727100019	Myra Guillen	Part NE4	27	1N	63W	745.00	745.00	100%
147734200026	Turnpike, LLC	Part NW4	34	1N	63W	5,596.00	6,782.00	83%
147729200003	Darren Dever	Part N2N4	29	1N	63W	747.00	747.00	100%
147734000020	Kevin L Helzer	Part NE4	34	1N	63W	1,268.00	7,828.00	16%
147729300004	Bayside Development, LLC	Part W2	29	1N	63W	6,594.00	6,594.00	100%
147729000011	Steven K Arnold	Part W2W2	29	1N	63W	130.00	130.00	100%

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EXHIBIT 3

(Form of Deed of Easement in Gross and Assignment of Rights)

See attached.

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DEED OF EASEMENT IN GROSS AND ASSIGNMENT OF RIGHTS

This **DEED OF EASEMENT IN GROSS AND ASSIGNMENT OF RIGHTS** (this "Deed" or this "Agreement") is entered into as of _____, 2024 (the "Effective Date"), by and between **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE,** a municipal political subdivision of the State of Colorado (the "Town" or "Grantor") and **TALLGRASS COLORADO MUNICIPAL WATER, LLC,** a Delaware limited liability company ("Developer" or "Grantee") (Town and Developer individually referred to herein as a "Party" and collectively as the "Parties").

BACKGROUND

A. The Town is the owner and operator of a municipal water system, including but not limited to collection points, gathering lines, treatment facilities, and distribution lines within and without the Town boundaries ("System").

B. Developer is the owner and operator of a groundwater gathering and transmission system located in Township 1 North, Range 63 West, Weld County, Colorado (the "Existing Tallgrass Infrastructure").

C. The Town owns the right to divert and use water pursuant to the decrees in Case Nos. 99CV97 and 98CV1727 District Court, Adams County (the "Decrees") and the following Amended Final Permits issued by the Colorado Ground Water Commission: 12123-RFP; 121124-RFP; 14860-RFP: 31526-FP; 31527-FP; 31640-FP; 31643-F-R; 8533 RFP; 8534-FP; 8535-FP; and 31542-FP (collectively, the "Town Water Rights") in Weld County.

D. Developer, pursuant to that certain Infrastructure Development and Purchase Agreement by and Between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC dated _____, 2024 (the "Development Agreement"), has agreed to construct necessary infrastructure (the "Water Infrastructure") in order to assist the Town in accessing the Town Water Rights in Weld County, as more specifically set forth in the Development Agreement.

E. The Water Infrastructure will be constructed, at least in part, pursuant to and within easements held by the Town allowing for the construction, maintenance, and operation of the Water Infrastructure, as more particularly described on the attached **Exhibit A** (collectively the "Easements").

F. The Town desires to grant to Developer an undivided fifty percent (50%) interest in and to the Easements for so long as Developer owns the Water Infrastructure.

G. The Town finds this Deed to be in the best interests of the Town of Castle Rock's water customers and supports the Town's goal of diversifying and expanding its water portfolio to ensure affordable and adequate water remains available now and in the future.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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AGREEMENT

1. **Grant of Easement Interest and Assignment of Rights.** The Town grants to Developer a non-exclusive, undivided one-half (50%) interest in and to the Easements as described on **Exhibit A**, for the limited purpose of the construction, installation, maintenance, and operation of the Water Infrastructure, as set forth in and subject to the provisions of the Development Agreement. To the extent that the Easements, or any of them, are non-transferable, the Town grants to Developer a non-exclusive license and right to use the portions of the Easements necessary for the construction, installation, maintenance and operation of the Water Infrastructure as set forth in and subject to the provisions of the Development Agreement. Nothing in this Deed shall confer upon Developer any right to use the Easements, or any of them, or any purpose not clearly defined in this Deed or the Development Agreement.

2. **Use of Easements.** Except in the event of emergency, prior to any entry upon or use of the Easements as granted hereunder, Developer shall provide reasonable notice to the Town. Nothing in this Deed shall confer upon Developer any right to use the Easements, or any of them, or any purpose not clearly defined in this Deed or the Development Agreement.

3. **Inspection.** Developer agrees that representatives and agents of the Town will be permitted at all reasonable times to inspect the Water Infrastructure and Developer's use of the Easements.

4. **Insurance, Indemnification, and Liens.**

   4.1. Insurance. Developer shall, at all times it maintains any interest in the Easements, maintain insurance as required by Section 2.08 of the Development Agreement, as the same may be amended from time to time.

   4.2. Indemnification. Developer shall indemnify and hold harmless the Town, its board members, officers, agents, and employees ("Indemnified Parties") from and against losses, costs, expenses, liabilities, damages, fines, and penalties, (including court costs and reasonable attorneys' fees) (collectively, the "Losses") sustained or incurred by the Indemnified Parties as a result of a demand, claim, proceeding, judgment, or settlement by a third party against one or more of the Indemnified Parties ("Third Party Claim"), to the extent the Losses arise out of Developer's or its agents', servants', contractors', consultants', or employees' (i) material breach of the representations, warranties or covenants of this Deed or the Development Agreement, (ii) negligence or willful misconduct, or (iii) material failure to comply with applicable law; provided, however, that Developer's obligations under this Section 4.2 shall not apply, in connection with its performance hereunder, but not to the extent such Losses are caused by any negligent or willful act or omission of, or breach of contract by any Indemnified Parties, their employees, agents, contractors or assigns.

   4.3. Mechanic's Liens. Developer shall not permit any mechanics' or materialmen's liens to be enforced against the Easements or any of the properties which the Easements underly in connection with any work performed over, under or across the Easements by or at the direction of any Grantee or materials furnished in connection with such work. If such a lien is filed, Grantee shall cause the lien to be removed of record within thirty (30) days

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thereafter, or, if any foreclosure action to enforce the lien actually commences, within five (5) days after commencement of such foreclosure action.

5. **Compliance with Laws**. Developer shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the Easements, shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with Developer's use of the Easements as permitted hereunder, and shall take all affirmative or remedial actions required by such governmental entities, indemnifying the Town from all expenses and costs which it may incur in connection therewith.

6. **Recordation**. Developer shall record the executed form of this Deed Assignment in the real property records of the County in which the Easements are located.

7. **Assignment; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Neither party may assign or transfer this Agreement or any of its rights, benefits or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld. No third-party beneficiary rights are created in favor of any person not a party to this Agreement.

8. **Governmental Immunity.** No provision of this Agreement shall be construed as a waiver, express or implied, of any immunities or defenses provided to the Town by any applicable law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

9. **Representations or Warranties**. The Town represents and warrants to Developer that it has provided to Developer true, complete and correct copies of the Easements and that the Town has the full right and title to convey to Developer the rights conveyed herein. Except as otherwise provided in this Section 9, this Deed is granted without any representation or warranty of title of any nature. The Town has made no representation of the quality of its title, and in the event that it shall at any time be determined that the Easements granted hereby is beyond the right or authority of the Town, the rights and interests hereby granted shall be limited to such rights and interests as are within the right and authority of the Town to grant as of the date of this Agreement.

10. **Notice.** The addresses of the Parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested, or electronic mail, with delivery receipt. If given by registered or certified mail, the same will be deemed to have been given and received three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight courier service, a notice will be deemed to have been given and received the first to occur of one business day after being deposited with a nationally recognized overnight air courier service or upon delivery to the Party to whom it is addressed. If sent via electronic

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mail, a notice will be deemed to have been given and received on the next business day following the sender's receipt of a delivery receipt.

If to Developer, addressed to:

Tallgrass Colorado Municipal Water, LLC
370 Van Gordon Street
Lakewood, CO 80228
Attn: Mark Ritchie
Tel: (303) 763-3659
Email: mark.ritchie@tallgrass.com

With a copy to:

Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
Attn: Legal Department
Tel: (303) 763-2950
Email: legal.notices@tallgrass.com

If to the Town, addressed to:

Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Attn: Director of Castle Rock Water
Tel: 720.733.6001
Email: mmarlowe@crgov.com

With a copy to:
Town of Castle Rock
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Attn: Mike Hyman
Tel: (303) 660-1398
Email: mhyman@crgov.com

11. **Additional Documents or Action.** The Parties agree to execute any additional documents or take any additional action, including but not limited to estoppel documents requested or required by lenders or the Parties hereto, that is necessary to carry out this Agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement and to effectuate the agreements and the intent. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefit that it would have received under this Agreement.

12. **Non-Exclusivity**. The Easements are further subject to any previously or subsequently granted rights of way or use of the Easements which arise by or through the Town or which exist by right of use or claim independent of the Town.

13. **Retained Rights**. All rights and interests of the Town that are not expressly granted to Developer pursuant to this Deed shall remain wholly vested in The Town.

14. **Entire Agreement**. This Deed, together with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties hereto. This Deed shall be binding upon, and inure to the benefit of, the Parties, their successors or assigns.

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15. Counterparts. This assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

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DS

ATTEST:

DocuSigned by:
298A8A4EDEE34AF...

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...

Jason Gray, Mayor

Approved as to form:

DocuSigned by:
F7347F32A6794D1...

Michael J. Hyman, Town Attorney

Approved as to content:

Signed by:
FEA6D2E651B241D...

Mark Marlowe, Director of Castle Rock Water

COUNTY OF DOUGLAS)
) **ss.**
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 8th day of October, 2024, by Lisa Anderson as Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: 9/30/2028.

DS

(SEAL)

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2028

DocuSigned by:
2C2E9A35E54D4A3...

Notary Public

DAN#20084033388-031369

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DEVELOPER:

TALLGRASS COLORADO MUNICIPAL WATER, LLC

a Delaware limited liability company

By: _____
Mark Ritchie, Segment President – Commercial Operations (Water)

STATE OF)
) **ss.**
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Mark Ritchie as Segment President – Commercial Operations (Water) for Tallgrass Colorado Municipal Water, LLC, a Delaware limited liability company.

Witness my official hand and seal.

My commission expires: _____

(S E A L)

_____
Notary Public

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EXHIBIT A

An undivided fifty (50) percent interest in the enumerated portions of the easements described in the Special Warranty Deed recorded at Reception No. 4290581, on April 3, 2017, and in the Special Warranty Deed (Easements) recorded at Reception No. 4681387, on February 10, 2021, as more particularly described in the following:

1. Easement Deed (PV Property) recorded at Reception No. 3537349, on February 25, 2008, associated with Section 27, Township 1 North, Range 63 West described in Exhibit A-1 in pages 6 to 28

2. Easement Deed (PV Property) re-recorded at 3687443 on April 16, 2010, associated with Section 34, Township 1 North, Range 63 West described in Exhibit A-1 in pages 30 to 41

3. Easement Deed (Parcel A-2) recorded at Reception No. 3694909 on May 21, 2010 associated with Section 29, Township 1 North, Range 63 West

4. Easement Deed recorded at Reception No. 4675576 on January 26, 2021 associated with Section 29, Township 1 North, Range 63 West

RESERVING TO GRANTOR the following:

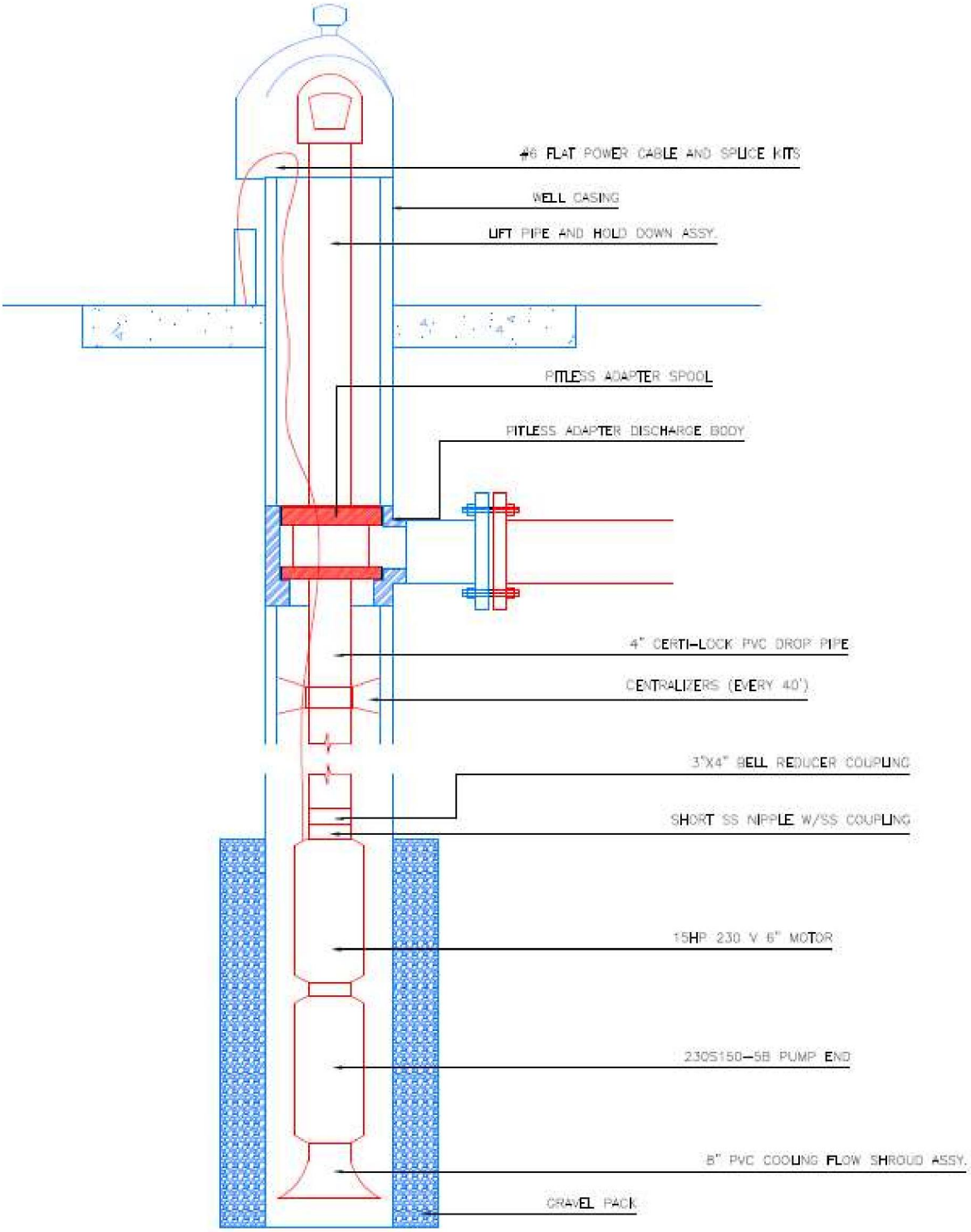
A. An undivided fifty (50) percent interest in the enumerated easements described in this Exhibit A.

B. A one-hundred (100) percent interest in all easements in any of the above recorded conveyances that are not enumerated described in this Exhibit A.

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EXHIBIT 4

(Ownership Demarcation)



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EXHIBIT 5
(Form of Guaranty)

See attached.

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PARENTAL GUARANTY

This PARENTAL GUARANTY ("**Guaranty**") is made as of the ____ day of _____, 2024, by **TALLGRASS WATER, LLC,** a Delaware limited liability company ("**Guarantor**"), having a principal office at 370 Van Gordon Street, Lakewood, CO 80228, to and for the benefit of **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE,** a municipal political subdivision of the State of Colorado ("**Town**"), with reference to the following.

RECITALS

A. **TALLGRASS COLORADO MUNICIPAL WATER, LLC,** a Delaware limited liability company ("**Developer**"), is wholly owned by Guarantor.

B. Developer and the Town have entered into that certain Infrastructure Development and Purchase Agreement by and between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC dated as of _____ ("**Agreement**").

C. To induce the Town to enter into the Agreement, Guarantor is willing to furnish this Guaranty to the Town.

NOW, THEREFORE, for and in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor covenants and agrees as follows:

1. **Definitions**; **Recitals; Conflicts**. Unless otherwise defined in this Guaranty, all capitalized terms shall have the meanings ascribed to them in the Agreement. All references to the Agreement contained herein shall be construed to mean the Agreement as it may be amended from time to time. The above Recitals are incorporated into and shall constitute part of this Guaranty. If there is a conflict between the terms of the Agreement and the terms of this Guaranty, the terms of this Guaranty shall control.

2. **Guaranty**. Guarantor absolutely, irrevocably and unconditionally guarantees to the Town and its successors and assigns the full and prompt payment and performance when due of all of Developer's warranties, covenants, indebtedness, duties and agreements contained in the Agreement including, but not limited to, all construction and payment obligations under the Agreement. All obligations, representations, warranties, covenants, indebtedness, duties and agreements described above are individually referred to in this Guaranty as an "**Obligation**" and collectively as the "**Obligations**." This Guaranty is in no way conditioned upon any requirement that the Town first attempt to enforce any of the Obligations against Developer. If at any time Developer fails, neglects or refuses to timely, correctly and/or fully perform any of the Obligations referenced in the Agreement, Guarantor shall promptly perform, or cause to be performed, such Obligation upon receipt of written notice of such default and demand for performance from the Town.

Notwithstanding anything set forth in this Guaranty to the contrary, with respect to any claim, action or proceeding against Guarantor in connection with this Guaranty, Guarantor shall be entitled to assert any rights, remedies and defenses that Developer would be able to assert if such claim, action or proceeding were to be asserted or instituted against Developer based upon the Agreement including, but not limited to, any limitations of liability and cure periods set forth in the Agreement; provided, that: (i)

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no defense previously raised by Developer arising out of or in connection with an Obligation claimed under this Guaranty that has been settled in the Town's favor may be raised by Guarantor; (ii) no cure period previously used by Developer may be used by Guarantor; and (iii) in no event shall Guarantor be entitled to assert any defenses that arise by operation of law on account of an Event of Bankruptcy (as defined below) or the bankruptcy or insolvency of Developer. Guarantor agrees that this Guaranty is a guaranty of performance including, but not limited to, payment and not merely a guaranty of collection and shall apply regardless of whether recovery of any or all of the Obligations may be, or become, discharged or uncollectible in an Event of Bankruptcy in which Developer is the debtor. All payments made pursuant to this Guaranty shall be made without reduction, whether by set-off or otherwise.

3. **Unconditional Guaranty**. Subject to the second paragraph of Section 2 above, the obligations of Guarantor under this Guaranty are independent, absolute and unconditional irrespective of any genuineness, validity, regularity or enforceability of the Obligations and irrespective of any genuineness, validity, regularity or enforceability of the Agreement or any substitution, release or exchange of any other guarantee of, or security for, any of the Obligations and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. Without limiting the generality of the foregoing, the occurrence of any one or more of the following shall not affect the liability of Guarantor under this Guaranty:

(a) at any time or from time to time, without notice to Guarantor, the time for any performance of, or compliance with, any of the Obligations shall be extended or such performance or compliance shall be waived;

(b) any acts or omissions by Developer with respect to the Obligations;

(c) any of the Obligations shall be modified, supplemented or amended in any respect or any right with respect to the Obligations shall be waived or any other guaranty of any of the Obligations or any security therefore shall be released or exchanged in whole or in part or otherwise modified or dealt with;

(d) any lien or security interest granted to, or in favor of, the Town as security for any of the Obligations shall fail to be valid or perfected;

(e) the voluntary or involuntary liquidation, dissolution, sale or other disposition of the assets and liabilities, or the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or other similar proceeding affecting Developer, or rejection of the Agreement in any such proceeding, or any action taken by any trustee or receiver in connection therewith (an "**Event of Bankruptcy**");

(f) any lack of authorization, in whole or in part, of the Obligations or any term or provision of this Guaranty or of the Agreement for any reason, or the rejection or purported rejection thereof in any Event of Bankruptcy;

(g) the Town shall have taken or failed to have taken any steps to collect or enforce any obligation or liability from Developer or shall have taken any actions to mitigate its damages;

(h) any applicable law that might, in any manner, cause or permit to be invoked any alteration in the time, amount or manner of payment or performance of any of the Obligations or the obligations of Guarantor under this Guaranty;

(i) any merger or consolidation of Developer or Guarantor into or with any other

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person or any sale, lease or transfer of all or any of the assets of Developer or Guarantor to any other person;

(j) any change in the ownership of any of the voting securities of Developer or Guarantor;

(k) to the extent as may be waived by applicable law, the benefit of all principles or provisions of laws, rules and regulations which may be in conflict with the terms of this Guaranty; or

(l) any failure on the part of Developer or Guarantor to comply with any applicable law.

4. **Subordination of Subrogation Rights**. Guarantor subordinates to all claims, rights and remedies that the Town or any of the Town's permitted assigns may have against Developer and any claim, right or remedy that Guarantor may now have or hereafter acquire against Developer that arises under, or in connection with, this Guaranty, including any claim, remedy or right of subrogation, reimbursement, indemnity, exoneration, contribution or participation in any claim, remedy or right against Developer that arises in connection with this Guaranty, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise until the Obligations have been paid and performed in full. If any amount shall erroneously be paid to Guarantor on account of such subrogation, reimbursement, indemnity, exoneration, contribution, and similar rights, such amount shall be held in trust for the benefit of the Town and shall forthwith be paid to the Town to be credited against the payment of the Obligations, whether matured or unmatured.

5. **Remedies**. Guarantor agrees that the Obligations shall be due and payable for purposes of this Guaranty notwithstanding any stay, injunction or other prohibition preventing a declaration of payment as against Developer.

6. **Waivers**. Subject to the second paragraph of Section 2 above, Guarantor hereby unconditionally and irrevocably waives, to the extent permitted by applicable law, (i) notice of any of the matters referred to in Section 3 of this Guaranty; (ii) acceptance of this Guaranty, demand, protest, promptness, diligence, presentment, notice of default or dishonor and any requirement of diligence, notice of intent to accelerate, notice of acceleration and notice of the incurring of the Obligations; (iv) any right to assert against the Town any defense (legal or equitable), counter-claim, set-off, cross-claim or other claim that Guarantor may now or at any time hereafter have (a) against Developer or (b) acquired from any other party to which the Town may be liable; (v) any defense arising by reason of any claim or defense based upon an election of remedies by the Town which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Developer for reimbursement, or any other rights of the Guarantor to proceed against Developer or against any other person, property or security and (vi) any right to require the Town to marshal, or have recourse to other collateral or surety, before exercising its rights under this Guaranty.

7. **Separate Enforcement**. The obligations of Guarantor under this Guaranty are independent of, and may be enforced separately from, the Obligations in a separate action or actions that may be brought and prosecuted against Guarantor, whether or not action is brought against Developer. Guarantor agrees that payment or performance of any of the Obligations or other acts which toll any statute of limitations applicable to the Obligations or the Agreement shall also toll the statute of limitations applicable to Guarantor's liability under this Guaranty.

8. **Representations and Warranties**. Guarantor additionally represents and warrants to the

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Town as follows:

(a) Guarantor is a limited liability company duly organized, validly existing, authorized to do business and in good standing under the laws of the State of Delaware.

(b) Guarantor has the requisite corporate power and authority to own its property and assets, transact the business in which it is engaged and to enter into this Guaranty and carry out its obligations under same. The execution, delivery, and performance of this Guaranty have been duly and validly authorized and no other corporate proceedings on the part of Guarantor or its affiliates are necessary to authorize this Guaranty or the transactions contemplated hereby.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body or third party is required for the due execution, delivery and performance by Guarantor of this Guaranty.

(d) This Guaranty, when executed, shall constitute a valid and binding agreement of Guarantor and is enforceable against Guarantor in accordance with the terms of this Guaranty, except as may be limited by bankruptcy or insolvency or by other laws affecting the rights of creditors generally and except as may be limited by the availability of equitable remedies, and except to the extent that the execution of this Guaranty was induced by fraud, misrepresentation, or fraudulent concealment by or on behalf of the Town.

(e) As of the date of execution of this Guaranty, the execution, delivery, and performance of this Guaranty does not and will not (i) result in a default, breach or violation of the certificate of organization or operating agreement of Guarantor; (ii) constitute an event which would permit any person or entity to terminate rights or accelerate the performance or maturity of any indebtedness or obligation of Guarantor, the effect of which would materially affect Guarantor's ability to meet its obligations under this Guaranty; (iii) constitute an event which would require any consent of a third party or under any agreement to which Guarantor is bound, the absence of which consent would materially and adversely affect Guarantor's ability to meet its obligations under this Guaranty; or (iv) result in any default, breach or violation of any license, permit, franchise, judgment, writ, injunction, decree, order, charter, law, ordinance, rule or regulation applicable to Guarantor and which default, breach or violation would materially and adversely affect Guarantor's ability to meet its obligations under this Guaranty.

(f) Guarantor has delivered to the Town true, correct and complete copies of its balance sheets as of December 31, 2023 and August 31, 2024 (collectively, the "**Financial Statements**"). The Financial Statements fairly present the financial position of Guarantor as of the dates indicated therein and have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered by the Financial Statements. Guarantor does not have any liabilities, whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due, whether known or unknown, regardless of when asserted, arising out of transactions or events entered into prior to the execution of this Guaranty except the liabilities reflected in the Financial Statements.

(g) Until the Obligations are completed in full, Guarantor shall not transfer, convey, encumber, hypothecate, pledge or otherwise diminish its assets (each a "**Transfer**," and collectively, "**Transfers**") if such Transfer would cause Guarantor to be unable to complete all of the outstanding Obligations upon demand from the Town according to this Guaranty.

9. **Continuing Guaranty; Inurement**. This Guaranty is a continuing guaranty and (i) shall

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apply to all Obligations whenever arising; (ii) shall remain in full force and effect until satisfaction in full of all of the Obligations; (iii) shall be binding upon Guarantor and its successors and permitted assigns; and (iii) shall inure to the benefit of, and be enforceable by, the Town and its successors and assigns permitted under the Agreement. Notwithstanding the foregoing, Guarantor may not assign all or any portion of its rights or delegate all or any portion of its duties under this Guaranty without the prior written consent of the Town, whose consent may be withheld for any reason or no reason. Any assignment by Guarantor without the foregoing consent shall be void.

10. **Payments**. The Town shall have the right from time to time to make demand for Obligations. With respect to payments to be made by Guarantor under this Guaranty, all such payments shall be made in United States dollars by wire transfer into a bank account designated in writing from time to time by the Town promptly following written demand by the Town. All payments required to be made by Guarantor under this Guaranty shall be made without set-off or counterclaim and shall be made without deduction for any withholding or other taxes or charges; provided that notwithstanding anything in this Guarantee to the contrary, Guarantor reserves the right to assert rights, setoffs, counterclaims and other defenses which may at any time be available to or be asserted by Developer against the Town, subject to Section 2 above.

11. **Expenses**. Guarantor shall pay the Town all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Town's legal counsel) in any way relating to the enforcement and/or protection of the rights of the Town under this Guaranty upon written demand by the Town; provided, that the Guarantor shall not be liable for any expenses of the Town if no payment under this Guarantee is due.

12. **Reinstatement**. If, for any reason, the Town (including, but not limited to, bankruptcy preferences or alleged fraudulent transfers) is required to repay or disgorge any amounts received by it in respect of the Obligations, then the liability of Guarantor under this Guaranty with respect to such amounts shall be reinstated.

13. **Legal Action**. This Guaranty and any dispute related to this Guaranty shall be governed by and construed in accordance with the laws of the state of Colorado, excluding rules governing conflicts of laws. Any legal action or proceedings with respect to this Guaranty may be brought in the United States District Court for the District of Colorado or, if such court lacks subject matter jurisdiction, the District Court in the City and County of Denver, Colorado. By execution and delivery of this Guaranty and such other documents executed in connection herewith, each party irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection it may now, or hereafter have to the laying of venue of any action or proceeding with respect to such documents brought in any such court, and further waives, to the fullest extent permitted by law, any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum. The prevailing party in any action under this Guaranty shall be awarded its reasonable costs and expenses related to such action, including without limitation, reasonable attorneys' fees and costs. **EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY.** The provisions set forth in this Section shall survive the termination or expiration of this Guaranty.

14. Notices. Any notices or other communication to be given under this Guaranty shall be given in writing and sent by (a) personal delivery, (b) internationally recognized expedited delivery service, (c) registered or certified United States mail, postage prepaid, or (d) electronic mail (followed by registered or certified United States mail, postage prepaid) to the following individuals and addresses or to such other address or individual as shall be designated in writing by the applicable party sent in

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accordance with this Section:

To Guarantor:	Tallgrass Water, LLC c/o Mark Ritchie 370 Van Gordon Street Lakewood, CO 80228 mark.ritchie@tallgrass.com
With copy to:	Tallgrass Energy, LP c/o Legal Department 370 Van Gordon Street Lakewood, CO 80228 legal.notices@tallgrass.com
To the Town	Castle Rock Water c/o Mark Marlowe, Director 175 Kellogg Court Castle Rock, CO 80109 mmarlowe@crgov.com
With copy to:	Town of Castle Rock Town Attorney's Office c/o Mike Hyman 100 Wilcox Street Castle Rock, CO 80104 Attn: Mike Hyman Email: mhyman@crgov.com Lyons Gaddis, PC c/o Madoline Wallace-Gross 515 Kimbark Street, Suite 200 P.O. Box 978 Longmont, Colorado 80502 mwg@lyonsgaddis.com

Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of receipt at the address and in the manner provided herein, or in the case of electronic mail, upon receipt.

15. **Severability**. If any of the provisions or portions or applications thereof of this Guaranty are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions or applications of the Guaranty shall not be affected by same.

16. **Duty to Keep Informed**. Guarantor assumes responsibility for keeping itself informed of the financial condition and performance under the Agreement by Developer until the termination of all of the Obligations and other circumstances bearing upon the risk of nonpayment or default under the Obligations which diligent inquiry would reveal. Guarantor agrees that the Town shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstances.

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17. **Entire Agreement**. This Guaranty contains the entire agreement and understanding of Guarantor and the Town with respect to the subject matter of this Guaranty and supersedes all prior agreements and understandings, whether written or oral, of Guarantor and the Town relating to the subject matter of this Guaranty. No oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall be binding on either Guarantor or the Town.

18. **Amendments; Waiver**. No amendment or waiver of any provision of this Guaranty shall be effective unless it is in writing and signed by Guarantor and the Town. No delay on the part of the Town in exercising any right, power or privilege under this Guaranty shall operate as a waiver, nor shall any waiver or any partial exercise of any such right, power or privilege preclude any further exercise of such right, power, or privilege or the exercise of any other such right, power or privilege. No waiver of any breach, term or condition of this Guaranty by the Town shall constitute a subsequent waiver of the same or any other breach, term or condition. No notice to, or demand on Guarantor shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or shall constitute a waiver of the rights of the Town to any other or further action in any circumstances without notice or demand. The rights and remedies expressly provided in this Guaranty are cumulative and not exclusive of any rights or remedies which the Town would otherwise have.

19. **Necessary Acts**. Guarantor and the Town shall each, at the request of the other, execute and deliver, or cause to be executed and delivered, such documents and instruments not otherwise specified herein and take, or cause to be taken, all such other reasonable actions as may be necessary or desirable to more fully and effectively carry out the intent and purposes of this Guaranty.

20. **Counterparts**. This Guaranty may be executed in two or more separate counterparts (including by electronic mail), each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

21. **Captions**. The captions contained in this Guaranty are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Guaranty.

[remainder of page intentionally left blank; two (2) signature pages follow]

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EXECUTED AS OF THE DATE SET FORTH IN THE PREAMBLE ABOVE BY THE TOWN:

ATTEST:

DS

TOWN OF CASTLE ROCK

DocuSigned by:
By: 298A8A4EDEE34AF...
Name: Lisa Anderson
Title: Town Clerk

DocuSigned by:
By: A7938A42F3A848A...
Name: Jason Gray
Title: Mayor

Approved as to form:

DocuSigned by:
By: F7347F32A6794D1...
Name: Michael J. Hyman
Title: Town Attorney

Approved as to content:

Signed by:
By: FEA6D2E651B241D...
Name: Mark Marlowe
Title: Director of Castle Rock Water

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EXECUTED AS OF THE DATE SET FORTH IN THE PREAMBLE ABOVE BY GUARANTOR:

TALLGRASS WATER, LLC,
a Delaware limited liability company

By: _____
Name: Mark Ritchie
Title: Segment President – Commercial Operations (Water)

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EXHIBIT 6

(Form of Water Lease Agreement)

See attached.

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WATER LEASE AGREEMENT

This Water Lease Agreement (this "Agreement") dated effective as of the ___ day of _____ 2024 ("Effective Date"), is between the **TOWN OF CASTLE ROCK ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE,** a municipal political subdivision of the State of Colorado ("Lessor"), and **TALLGRASS COLORADO MUNICIPAL WATER, LLC**, a Delaware limited liability company ("Lessee").

RECITALS

A. Lessor owns certain Wells and Water Rights pursuant to the Permits (all as defined in Sections 1.1.b and 1.1.c below).

B. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain amounts of the water pumped from the Wells identified on Exhibit A pursuant to the Permits (the "Water") on the terms and conditions as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DELIVERY; WATER RIGHTS; VOLUMES

1.1 **Water Deliveries**. Subject to the terms and conditions set forth herein, Lessor hereby agrees to lease to Lessee certain volumes of the Water on the following terms and conditions:

(a) **Use of Water and Replacement of Depletions**. The parties agree that Lessee will use the Water acquired pursuant to this Agreement in connection with commercial and/or industrial purposes including but not limited the drilling, completion and development of wells for the production of oil and/or natural gas within the State of Colorado (the "Permitted Use"). Lessee shall have the right to resell and fully consume the Water.

(b) **Water Rights**. Lessor's rights to divert and use the Water (the "Water Rights") are pursuant to the decrees in Case Nos. 99CV97 and 98CV1727 District Court, Adams County (the "Decrees") and the following Amended Final Permits issued by the Colorado Ground Water Commission (the "Commission"): 12123-RFP; 121124-RFP; 14860-RFP: 31526-FP; 31527-FP; 31640-FP; 31643-F-R; 8533 RFP; 8534-FP; 8535-FP; and 31542-FP (collectively, the "Permits").

(c) **Receipt of Water**. All Water leased under this Agreement shall be received by Lessee at each wellhead of the Wells subject to the Decrees and Permits (the "Well" or collectively "Wells") at the connection point between each such Well and Lessee's submersible pump installed at each such Well (each, a "Receipt Point"). Title, custody,

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control, risk of loss, and possession of the Water shall transfer from Lessor to Lessee at each Receipt Point.

(d) **Available Volume; Minimum Volume Commitment**. Subject to the terms and conditions of this Agreement, Lessor agrees to lease to Lessee, upon written notice from Lessee (a "Request Notice"), up to 1,492-acre feet of historical consumptive use ("HCU") attributable to the Water Rights each year during the Term (as hereinafter defined) (the "Available Volume") pumped from the Lessor's Wells pursuant to the Permits; provided that Lessee shall lease at least two hundred fifty-seven (257) acre-feet of HCU from the Water Rights during the Term (the "Minimum Volume Commitment"). Lessee understands and acknowledges that the actual Available Volume available for lease by Lessee shall be subject to any limitations of the physical condition of each existing Well, and Lessor does not warrant or otherwise guarantee the physical condition of any existing Well during the Term. As such, in the event Lessee requests volumes of Water from Lessor that are not operationally available due to such limitations, the Minimum Volume Commitment shall be reduced by such volume so requested and not delivered. Notwithstanding the foregoing, to the extent Lessee has not previously provided Request Notices to Lessor to acquire the entirety of the Available Volume, Lessor shall have the right to lease all or any portion of such Water for which no Request Notice has previously been given to any third-party, subject to Section 1.1(e) below. However, no lease of Water to third parties may be for the drilling, completion, and development of wells for the production of oil and/or natural gas.

(e) **Right of First Refusal**. Throughout the Term (as hereinafter defined), Lessor shall provide Lessee with written notice of Lessor's desire to lease the Water to a third party as permitted in Section 1.1(d) above (the "ROFR Notice"). Lessee shall have the right to lease all, but not part, of the Water set forth in the ROFR Notice, if Lessee provides written notice to Lessor within seven (7) days from receipt of the ROFR Notice. Lessor shall, subject to the terms and conditions of this Agreement, be obligated to honor Lessee's timely written request to purchase such Water set forth in Lessee's written notice. If Lessee elects, in writing, not to lease all of the Water subject to the ROFR Notice or Lessee fails to deliver notice to Lessor of Lessee's election with respect to the Water subject to the ROFR Notice within seven (7) days, Lessee shall be deemed to have elected not to lease and receive the Water set forth in the ROFR Notice and Lessor shall thereafter be free to contract with third parties for such Water.

ARTICLE II
PURCHASE PRICE; BILLING

2.1 **Lease Rate and Take or Pay**. Lessee shall pay Lessor twenty cents ($0.20) per forty-two (42) gallon barrel (or $1,551.60 per acre-foot) (the "Lease Rate") for all Water leased hereunder during the Term. If at the end of the Term, Lessee has leased an aggregate volume of Water that is less than the Minimum Volume Commitment (as may have been adjusted pursuant to Section 1.1(d)), Lessee shall pay to Lessor an amount equal to (a) the Lease Rate, multiplied by (b) the positive difference between (i) the Minimum Volume Commitment (as may have been adjusted pursuant to Section 1.1(d)), and (ii) the actual volume of Water leased by Lessee during the Term (such amount, the "Deficiency Payment").

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2.2 **Billing**. Following the end of each calendar month, Lessor shall furnish Lessee with a statement of Water received by Lessee during the preceding month. Following the end of the last calendar month of the Term, Lessor shall include any Deficiency Payment that may be due and owing pursuant to Section 2.1 above. Lessee shall pay Lessor within thirty (30) days following the date of each statement at Lessor's address specified in this Agreement. To the extent Lessee desires to pay Lessor by wire transfer or other electronic method, Lessor shall provide Lessee with information to permit the electronic funds transfer or other electronic method, and Lessee shall deliver payments in accordance therewith.

ARTICLE III
FACILITIES; MEASUREMENT AND LAND RIGHTS

3.1 **Lessor's Easement Rights and Authorizations**. Lessor shall maintain all existing easements, government authorizations, permits, licenses, or other authorizations necessary to produce and deliver the Available Volume of the Water to Lessee at each Receipt Point.

3.2 **"As Is" Lease**. LESSOR AND LESSEE UNDERSTAND, ACKNOWLEDGE AND AGREE THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, LESSOR'S LEASE OF ANY SPECIFIC VOLUME OF WATER PRODUCTED FROM LESSOR'S WELLS TO LESSEE, THE WATER QUALITY OF THE WATER LEASED TO LESSEE AND THE ABILITY TO USE THE WATER FOR LESSEE'S PERMITTED USE SHALL BE ON AN "AS IS," "WHERE IS" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, LESSOR AND LESSEE HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER OTHER THAN THOSE EXPRESSLY SET FORTH IN ARTICLE V HEREIN.

3.3 **Lessee's Facilities and Easement Rights.** The construction, operation, maintenance, repair and replacement for Lessee's facilities and the easements therefore is governed by the Infrastructure Development and Purchase Agreement by and between the Parties, dated _____, 2024.

3.4 **Measurement**. Lessee, at its sole expense, shall furnish, install, operate, and maintain totalizing flow measurement equipment for accurate measurement of the volume of Water received by Lessee at each Receipt Point. Any meter installed hereunder shall be open to inspection by Lessor or its designee, upon written request, and also by the Commission, its designees, and by the Lost Creek Groundwater Management District (the "District"), all at reasonable times when a representative of Lessee is available to be present for such inspection.

3.5 **Calibration of Measurement**. Lessee shall give at least five (5) days' advance notice to Lessor of the time of any measurement equipment calibrations. Lessor may be present for the calibrations. With respect to any measurement test made hereunder to confirm meter accuracy, a calculation within the then-current standards imposed by the Commission and/or the District ("Standard"). However, if a measurement test shows any discrepancy in measurement that exceeds the Standard, then as soon as reasonably possible thereafter, the tested meter shall be adjusted to meet the Standard. To determine the amount of Water delivered for any period during which the

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meter calculation deviates from the Standard, the amount of delivered Water shall be corrected at the rate of inaccuracy for that period of inaccuracy which is definitely known or agreed upon, but in the event such period is not definitely known or agreed upon by the Parties, then for a period of fifteen (15) days prior to the date of said measurement test, the rate of the inaccuracy shall be estimated and agreed upon by the Parties on the basis of the best available data, using the first of the following methods that is feasible:

(a) by using the calculation of any check meter or meters if installed and accurately calculating;

(b) by calibration, test, or mathematical calculation using historical volumes of Water diverted through the facilities and corresponding electric power records during preceding periods under similar conditions when the meter was registering accurately; or

(c) by estimation based on comparison of the quantity of deliveries with deliveries during preceding periods under similar conditions when the meter was calculating accurately.

If the Parties are unable to determine and agree on the correct volume of Water delivered to Lessee for such period, the Parties shall appoint a mutually acceptable independent inspector to determine the correct volume, and the findings of the independent inspector shall be final and binding on the Parties. The Parties shall equally share the cost of the independent inspector.

ARTICLE IV
TERM; DEFAULT AND REMEDIES

4.1 **Term**. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2027, or such earlier date as this Agreement is terminated pursuant to its terms (the "Term").

4.2 **Default; Remedies**. In the event of default hereunder by any party, the remedies upon default are as set forth below unless otherwise provided in this Agreement. The remedies of the parties shall survive termination of this Agreement.

(a) **Payment Default by Lessee**. In the event Lessee fails to timely pay to Lessor any amount specified in this Agreement ("Payment Default"), Lessor shall notify Lessee in writing of the Payment Default and Lessee shall have fourteen (14) days to pay Lessor the amount due.

(b) **Other Default**. A default other than a Payment Default as described in the foregoing paragraph shall be deemed to have occurred if any party breaches its obligations hereunder and fails to cure such breach within thirty (30) days of receipt of notice specifying the breach; provided that so long as a defaulting Party has initiated and is diligently attempting to effect a cure, the defaulting party's cure period shall extend for an additional sixty (60) days.

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(c) **Remedies**. Upon any default described above by any party (not cured within the applicable cure period), the non-defaulting party shall be entitled to terminate this Agreement and/or seek any available remedies under law or equity (including, without limitation, specific performance and/or damages, subject to Section 8.6 hereof) and the substantially prevailing party shall also be entitled to recovery of its reasonable attorneys' fees, expert witness fees, and court costs.

ARTICLE V
REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 **Lessor's Representations, Warranties and Covenants**. Lessor makes the following representations, warranties and covenants to Lessee, all of which shall be true, correct and complete as of the Effective Date.

(a) Lessor has the full authority and legal right to withdraw and lease the Available Volume of Water.

(b) Lessor and each person signing this Agreement on behalf of Lessor has the full and unrestricted power and authority to execute and deliver this Agreement.

(c) Lessor is not the subject of any: (i) legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature that could be reasonably expected to impact the Water Rights; or (ii) bankruptcy or insolvency proceedings.

(d) There are no agreements with any third parties (including, but not limited to, any leases, use or occupancy agreements, licenses or other rights of possession or any option for any of the foregoing) that would interfere with, conflict with, prohibit or restrict Lessee's use of the Water under this Agreement.

(e) The Water is not subject to any liens, mortgages, deeds of trust, encumbrances, or security interests of any kind, whether or not filed, recorded, or otherwise perfected.

5.2 **Lessee's Representations, Warranties and Covenants.** Lessee represents and warrants to Lessor as of the Effective Date that Lessee and each person signing this Agreement on behalf of Lessee has the full and unrestricted power and authority to execute, perform and deliver this Agreement.

ARTICLE VI
INSURANCE

6.1 **Indemnity**. Lessee shall indemnify and hold harmless Lessor, its board members, officers, agents, and employees (collectively, the "Group"), from and against losses, costs, expenses, liabilities, damages, fines, and penalties, (including court costs and reasonable attorneys' fees) (collectively, the "Losses") sustained or incurred by the Group as a result of a demand, claim, proceeding, judgment, or settlement by a third party against one or more of the members of the Group ("Third Party Claim"), to the extent the Losses arise out of the Lessee's (a) material breach of the representations, warranties or covenants of this Agreement, (b) negligence or willful

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misconduct, or (c) material failure to comply with applicable law; provided, however, that Lessee's obligations under this Section 6.1 shall not apply to the extent such Losses are caused by any negligent or willful act or omission of, or breach of contract by Lessor, its board members, officers, agents, employees, contractors or assigns.

6.2 **Insurance Requirements.** Lessee shall maintain, at its own cost and expense, the following types of insurance policies and the minimum limits of insurance coverage during the Term of this Agreement.

(a) Worker's compensation insurance as required by the laws of the State in which the operations under this Agreement are to be conducted and Employer's Liability Insurance with limits of not less than $1,000,000 per occurrence;

(b) Commercial General Liability insurance with a combined single limit of not less than $1,000,000 per occurrence and including coverage for bodily and personal injury, broad form property damage, premises liability, completed operations and products liability with an annual aggregate limit of not less than $2,000,000. Such coverage shall not be subject to any exclusions for "Explosion", "Collapse" and/or "Underground" operations;

(c) Automobile Liability insurance, covering the operation of all owned, hired, rented, or non-owned licensed motor vehicles, with a combined single limit for each occurrence of not less than $1,000,000; and

(d) Umbrella Liability coverage in excess of the limits and with terms at least as broad as the coverages outlined in (a) through (c) above, with a combined single limit for bodily injury and property damage of at least $10,000,000 for each occurrence.

6.3 To the extent commercially and reasonably available, material modification or cancellation of policies providing coverage Lessee hereunder shall only be effective thirty (30) days after written notice of modification or cancellation (except for ten (10) days' notice for non-payment of premium) is delivered to the Lessor from the insurance company or an authorized representative. To the extent not commercially and reasonably available, Lessee shall have the obligation to provide such notice. Prior to commencing work under this Agreement, Lessee shall deliver to Lessor one or more ACORD certificate(s) of insurance evidencing the existence of insurance described above. Lessee shall maintain and upon request, agrees to provide the other with annual renewal certificates evidencing the required coverages so long as this Agreement is in effect.

6.4 Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any such insurance company carrying insurance for Lessee, or failure of any such insurance company to pay claims occurring shall not be held to waive any of the provisions of this Agreement. All of the above-described insurance policies, together with all other insurance policies now owned or purchased in the future by Lessee relating to the facilities to be constructed and operated hereunder, shall contain provisions that state: the insurance companies will have no right of recovery or subrogation against the Lessor ; defense costs shall be outside of the policy limits; and coverage applies separately to each insured entity against whom a claim is made. Lessor shall also be named as an additional insured under all policies, with the exception of the

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workers' compensation policy, but only as respects the risks and liabilities assumed by Lessor under this Agreement, and coverage shall be primary and non-contributory to all other policies of the additional insured. Any and all deductibles, self-insured retentions or retrospective premium arrangements that may be carried in the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the respective first named insured party. All insurance policies required to be obtained and maintained must be provided by insurers who are authorized to do business in the State of Colorado with an A.M. Best rating of A-VII or higher.

ARTICLE VII
FORCE MAJEURE

7.1 **Excuse for Non-Performance**. If either party fails to observe or perform any of the covenants or obligations imposed upon it by this Agreement other than failure to timely deliver any payment due under this Agreement, then, to the extent that such failure is occasioned by or results from an event of Force Majeure, such failure is excused and deemed not to be a breach of the covenants or obligations by that Party (the "Affected Party").

7.2 **Notice of Force Majeure Event**. The Affected Party shall promptly notify the other party after the occurrence of an event of Force Majeure. Notice under this section shall be provided as specified in this Agreement and may be oral, followed by written notice pursuant to Section 8.4 below.

7.3 **Force Majeure Resolution**. Upon the occurrence of a Force Majeure event, the Affected Party shall use commercially reasonable efforts to remedy such Force Majeure event and shall resume performance of its obligations hereunder within a reasonable timeframe after the Force Majeure event has been remedied. The Affected Party shall provide prompt notice to the other party when the relevant Force Majeure event has been remedied. Notwithstanding anything in this Agreement to the contrary, if despite the Affected Party's commercially reasonable efforts to remedy a Force Majeure event, such Force Majeure event continues for longer than four (4) calendar months after the date of the written notice delivered pursuant to Section 7.2 above, then at any time before the Affected Party provides Notice that the Force Majeure event has been remedied as set forth in Section 7.2, either Party may terminate this Agreement by written notice to the other party.

7.4 **Definition of Force Majeure**. "Force Majeure" means, in relation to a party, any occurrence, condition, situation, or threat thereof that (directly or indirectly) renders that party unable to perform its obligations under this Agreement; provided that:

(a) such occurrence, condition, situation or threat thereof is not under or within the reasonable control of the party claiming such inability; and

(b) such party could not have prevented or avoided such occurrence, condition, situation or threat thereof by the exercise of reasonable and good industry practice, and, provided that the foregoing requirements have been met, shall include the following:

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(i) acts of God, including epidemics, landslides, hurricanes, floods, washouts, drought, lightning, earthquakes, storm warnings, perils of the sea, extreme heat or extreme cold, and other adverse weather conditions and threats of any of the foregoing, and whether preceded by, concurrent with, or followed by acts or omissions of any human agency, whether foreseeable or not;

(ii) acts or omissions of governmental authorities not related to any intentional wrongdoing by the party claiming such inability (or by such Party's affiliates);

(iii) acts of civil disorder, including acts of sabotage, acts of the public enemy, acts of war (declared or undeclared), blockades, insurrections, riots, mass protests, terrorism or demonstrations or threats of any of the foregoing, and police action in connection with or in reaction to any such act of civil disorder; and

(iv) acts of industrial disorder, including strikes, lockouts, picketing, and threats of any of the foregoing, breakage of equipment or facility and decrease in supply of water resources.

ARTICLE VIII
GENERAL PROVISIONS

8.1 **Survival**. All representations, warranties, indemnities, payment obligations, and other provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

8.2 **Transaction Expenses**. Except as otherwise provided herein and regardless of whether the transactions contemplated hereby are consummated, each party shall pay its own expenses incident to this Agreement and all action taken in preparation for carrying this Agreement into effect.

8.3 **Notice**. Any notice required or permitted pursuant to this Agreement shall be made by (a) communication by electronic mail, with delivery receipt, or (b) communication by letter mailed pursuant to the national postage system of the party providing the notice, postage prepaid, or (c) letter delivered by a delivery service, with delivery receipt. Notice shall be effective upon delivery to or rejection by the other party. For purposes of this Agreement, the parties agree to provide to each other party (1) electronic mail addresses, including additional electronic mail addresses that shall be included in the notice, and (2) a mailing and delivery address, including additional addresses that shall be included in the notice. The parties may change the electronic mail addresses and mailing and delivery addresses from time-to-time or anytime by notice to the other party. The initial addresses of the parties shall be the following:

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If to Lessee, addressed to:

Tallgrass Colorado Municipal Water, LLC
370 Van Gordon Street
Lakewood, CO 80228
Attn: Mark Ritchie
Tel: (303) 763-3659
Email: mark.ritchie@tallgrass.com

With a copy to:

Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
Attn: Legal Department
Tel: (303) 763-2950
Email: legal.notices@tallgrass.com

If to Lessor, addressed to:

Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Attn: Director of Castle Rock Water
Tel: 720.733.6001
Email: mmarlowe@crgov.com

With a copy to:

Town of Castle Rock
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Attn: Mike Hyman
Tel: (303) 660-1398
Email: mhyman@crgov.com

8.4 **Governing Law; Venue; Waiver of Jury Trial**. This Agreement shall be subject to and governed by the laws of the State of Colorado, regardless of the laws that might otherwise govern under conflict of law principles. Any legal suit, action, or proceeding arising out of or related to this Agreement or the transactions contemplated hereby shall be instituted in the District Court of the State of Colorado located in the City and County of Denver, Colorado. Each of the Parties irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

8.5 **Limitation on Liability**. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO RECEIVE DAMAGES FROM ANY OTHER PARTY BASED ON ANY THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES (EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE INCLUDED IN INDEMNIFIABLE LOSSES RESULTING FROM A THIRDPARTY CLAIM IN ACCORDANCE WITH ARTICLE VI).

8.6 **Entire Agreement; Amendment and Waiver**. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Each party agrees that no other party (including its agents and representatives) has made any representation, warranty, covenant, or agreement to or with such party relating to this Agreement or the transactions contemplated hereby, other than those expressly set forth herein. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by each party to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (regardless of whether similar), nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

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8.7 **Assignment; No Third-Party Beneficiaries**. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Neither party may assign or transfer this Agreement or any of its rights, benefits or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

8.8 **Severability**. If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, Lessee and Lessor shall promptly meet and negotiate substitute provisions for those rendered or declared illegal or unenforceable, but all of the remaining provisions of this Agreement shall remain in full force and effect.

8.9 **Interpretation**. It is expressly agreed by the parties that this Agreement shall not be construed against any party, and no consideration shall be given or presumption made, on the basis of who drafted this Agreement or any provision hereof or who supplied the form of this Agreement. Each party agrees that this Agreement has been purposefully drawn and correctly reflects its understanding of the transactions contemplated by this Agreement and, therefore, waives the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. Unless the context requires otherwise, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation," regardless of whether "without limitation" is actually used in the provision, (b) the word "or" is not exclusive, regardless of whether "and/or" is used in the applicable provision, and (c) the words "shall," "will," and "agree" have the same meaning, force, and effect.

8.10 **Headings**. Titles and subtitles of sections or articles contained herein are for convenience only and have no legal or other effect on the terms of this Agreement.

8.11 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.12 **Governmental Immunity**. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to Lessor, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Lessor and, in particular, governmental immunity afforded or available to the Lessor pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq*., C.R.S.

8.13 **No agency.** Lessee is acting as an independent contractor. Lessee has no power or authority to assume or create any obligation on behalf of Lessor. Lessee is not Lessor's agent and Lessee's employees are not the Lessor's employees for any purpose.

(signature page follows)

Docusign Envelope ID: 463DF845-BCA1-439C-8DD8-B33B30FD461C

The parties have executed this Agreement with effect as of the Effective Date.

Lessor:

TOWN OF CASTLE ROCK

DocuSigned by:

By: _____
A7938A42F3A848A...

Name: Jason Gray

Title: Mayor

Lessee:

TALLGRASS COLORADO MUNICIPAL WATER, LLC,
a Delaware limited liability company

By: _____

Name: Mark Ritchie

Title: Segment President – Commercial Operations (Water)

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Exhibit A
(Wells; Available Volume)

The Available Volume for the Permitted Use shall not exceed 1,492 acre-feet per year which may be supplied from any of Lessor's Wells in up to the following amounts which shall not exceed the limitations set forth in the Permits:

Well Permit #	12123-RFP**	12124-RFP	14860-RFP**	31526-FP	31527-FP	31640-FP	31643-F-R	8533-RFP	8534-FP**	8535-FP	31542-FP	Total
Changed Use Appropriation	163.1	106.4	74.3	144.4	139.1	297.2	111.3	84.0	81.5	96.9	193.3	1492

Town of Castle Rock

Agenda Memorandum

Agenda Date: 10/1/2024

Item #: 16. **File #:** RES 2024-103

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Matt Benak, P.E., Water Resources Manager

Resolution Approving the Infrastructure Development and Purchase Ageement and Water Lease Agreement between the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise, and Tallgrass Colorado Municipal Water, LLC *[Lost Creek area of Weld County, Colorado]*

Executive Summary

Castle Rock Water (CRW) staff request Town Council approval of a Resolution (see ***Attachment A***) for the Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC (Tallgrass).

CRW owns the Box Elder property and recently adjudicated water rights on the property of 557 acre feet (AF) in Weld County along with eleven wells and associated water rights with a decreed volume of 1,492 AF in the Lost Creek Designated Basin. Furthermore, CRW owns 770 AF of water rights along the South Platte River as part of the Rothe Recharge project. Collectively, the property and water rights are the backbone of what will be the Town's Box Elder renewable water delivery project. The Box Elder project has been identified as a key piece of the Town's renewable water supply portfolio accounting for around 15% or more of our future water demands. The Town obtained the final Water Court decree for the Box Elder augmentation plan and water rights on April 18, 2024.

The overall concept is to gather raw water from the Lost Creek wells, deliver that water to the Box Elder property for augmentation of Box Elder alluvial well pumping and direct delivery to East Cherry Creek Valley's (ECCV) Water Treatment Plant. The Town plans to enter into subsequent agreements with ECCV for treatment and pumping of our water and delivery within existing pipeline infrastructure back to the Town.

The Town has identified an opportunity to work with a private entity (Tallgrass) to construct some of the key pieces of pipeline and pumping infrastructure to be able to spread out the large capital costs over time and to have the opportunity to purchase additional water rights (1,000 AF) that Tallgrass currently owns. This additional water will help the Town achieve its goal of 100% renewable water (in an average water year) by 2065. Furthermore, leasing of our Lost Creek water to Tallgrass in the

near term will allow the Town to realize some additional revenue helping to offset the overall cost of the Box Elder project with a positive benefit to our ratepayers.

The Infrastructure Development and Purchase Agreement will involve improvements to all eleven (11) wells that Castle Rock owns in the Lost Creek designated basin. These improvements will allow Tallgrass to pump, control and meter the wells as needed for their industrial (oil and gas development) operations in the near term. Tallgrass will construct approximately 9 miles of water transmission pipeline to tie the wells together and transmit the water to their water delivery system located north of our well field.

Within the 1-year term of this agreement, Castle Rock and Tallgrass will continue to negotiate on a larger infrastructure development project for a pipeline and pumping system from the Castle Rock wells back to the Box Elder property and further on to ECCV's treatment plant. If the two parties cannot come to agreement on the subsequent infrastructure phases, Castle Rock will purchase the improved wells and pipeline system from Tallgrass for $15,000,000. If Tallgrass were to fail in constructing a complete water delivery system as part of Phase 1A, the Agreement has a 'Parental Guaranty' term where Tallgrass' parent company would need to provide adequate funding for Castle Rock to complete the water delivery system.

The Water Lease Agreement allows Tallgrass to lease Castle Rock's water rights at $1,550 per acre-foot through December 31, 2027. This agreement would provide additional revenue to Castle Rock in the short term and help to offset some of the capital costs associated with the Box Elder project. There is a 257 AF take-or-pay provision over the three-year term of the Water Lease Agreement, so Castle Rock would receive a minimum of $398,500 as part of this lease and could receive upwards of $6,000,000 if Tallgrass elects to lease the majority of the water rights over this three-year period.

Budget Impact

If the Town and Tallgrass cannot come to agreement to continue to negotiate a deal, the Town will owe $15 million by October 2025 (one year following the execution of the Infrastructure Development and Purchase Agreement). Per the Water Lease Agreement, the Town expects a minimum of $398,750 of revenue from water leases to Tallgrass over the three-year lease term and potentially up to $6 million if Tallgrass takes full advantage of our water right volumes for their oil and gas development operations. While Tallgrass owns the gathering system, Castle Rock will be responsible for operations and maintenance costs which primarily include *Ad Valorem* taxes and insurance at a cost of approximately $100,000 per year. Once Castle Rock owns the system the tax component of approximately $90,000 per year could potentially go away based on our tax-exempt status.

Staff Recommendation

Staff and Castle Rock Water Commission recommend that Town Council approve the Infrastructure Development and Purchase Option Agreement between the Town of Castle Rock and Tallgrass Colorado Water, LLC.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions

"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).

"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Location Map

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Matt Benak, P.E., Water Resources Manager

Title: **Resolution Approving the Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise, and Tallgrass Colorado Municipal Water, LLC** *[Lost Creek area of Weld County, Colorado]*

Executive Summary

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The overall concept is to gather raw water from the Lost Creek wells, deliver that water to the Box Elder property for augmentation of Box Elder alluvial well pumping and direct delivery to East Cherry Creek Valley's (ECCV) Water Treatment Plant. The Town plans to enter into subsequent agreements with ECCV for treatment and pumping of our water and delivery within existing pipeline infrastructure back to the Town.

The Town has identified an opportunity to work with a private entity (Tallgrass) to construct some of the key pieces of pipeline and pumping infrastructure to be able to spread out the large capital costs over time and to have the opportunity to purchase additional water rights (1,000 AF) that Tallgrass currently owns. This additional water will help the Town achieve its goal of 100% renewable water (in an average water year)

by 2065. Furthermore, leasing of our Lost Creek water to Tallgrass in the near term will allow the Town to realize some additional revenue helping to offset the overall cost of the Box Elder project with a positive benefit to our ratepayers.

The Infrastructure Development and Purchase Agreement will involve improvements to all eleven (11) wells that Castle Rock owns in the Lost Creek designated basin. These improvements will allow Tallgrass to pump, control and meter the wells as needed for their industrial (oil and gas development) operations in the near term. Tallgrass will construct approximately 9 miles of water transmission pipeline to tie the wells together and transmit the water to their water delivery system located north of our well field.

Within the 1-year term of this agreement, Castle Rock and Tallgrass will continue to negotiate on a larger infrastructure development project for a pipeline and pumping system from the Castle Rock wells back to the Box Elder property and further on to ECCV's treatment plant. If the two parties cannot come to agreement on the subsequent infrastructure phases, Castle Rock will purchase the improved wells and pipeline system from Tallgrass for $15,000,000. If Tallgrass were to fail in constructing a complete water delivery system as part of Phase 1A, the Agreement has a 'Parental Guaranty' term where Tallgrass' parent company would need to provide adequate funding for Castle Rock to complete the water delivery system.

The Water Lease Agreement allows Tallgrass to lease Castle Rock's water rights at $1,550 per acre-foot through December 31, 2027. This agreement would provide additional revenue to Castle Rock in the short term and help to offset some of the capital costs associated with the Box Elder project. There is a 257 AF take-or-pay provision over the three-year term of the Water Lease Agreement, so Castle Rock would receive a minimum of $398,500 as part of this lease and could receive upwards of $6,000,000 if Tallgrass elects to lease the majority of the water rights over this three-year period.

History of Past Town Council, Boards & Commissions, or Other Discussions

On July 24, 2024, Castle Rock Water staff presented this opportunity to the Castle Rock Water Commission who encouraged staff to continue to develop an Agreement with Tallgrass for Phase 1A.

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on September 25, 2024, and the Castle Rock Water Commission voted 5 to 0 to recommend Town Council approval of the Resolution as presented.

Discussion

As part of the Town's hybrid renewable water solution, the Town purchased the 850-acre Box Elder Farm and closed on the property on December 30, 2016. This farm is located approximately six miles east of Lochbuie, CO in southern Weld County as shown in ***Attachment B***. The water rights associated with this property will serve as a source of supply, along with the Lost Creek Basin wells and Rothe Recharge water rights, for the increased water demands that the Town will face as population growth continues.

The Box Elder project has been envisioned as an approximately 2,500 AF yield water delivery project. The overall concept is to gather raw water from the Town's Lost Creek wells, deliver that water to the Box Elder property for augmentation of Box Elder alluvial well pumping and direct delivery to ECCV's Water Treatment Plant. The Town plans to enter into subsequent agreements with ECCV for treatment and pumping of our water and delivery within existing pipeline infrastructure back to the Town.

Because the infrastructure is not yet in place to transport this water to ECCV, the Town has been leasing the Lost Creek water to other entities for agricultural purposes, which has helped to generate approximately $192,000 in revenue for Castle Rock Water since 2018.

The Town now has an opportunity to lease our Lost Creek water to Tallgrass at a much higher lease rate than what the Town has been leasing for agricultural purposes. Additionally, Tallgrass is agreeable to constructing what we refer to as Phase 1A of the Box Elder infrastructure project. This will consist of approximately 9 miles of a high-density polyethylene (HDPE) pipeline gathering system that ties all eleven (11) of Castle Rock's Lost Creek wells together to give the ability to tie that water into Tallgrass' adjacent water gathering system located just to the north of Castle Rock's wells (see ***Attachment C***). Additionally, Tallgrass will be improving (redrilling and equipping) the Lost Creek wells since these wells are currently agricultural wells and in need of improvement for industrial and municipal production purposes.

Importantly, this well gathering system is infrastructure that will be needed by Castle Rock in the future when water must be delivered to the Box Elder property and subsequently to ECCV for treatment and delivery to the Town to meet its customer's demands. Tallgrass will operate the improved wells and own the pipeline gathering system initially. The Town will take ownership of this system at such time that the larger infrastructure system is in place and ready to delivery water to ECCV, or, if an agreement cannot be reached with Tallgrass on a larger infrastructure deal, by October 2025.

The Town and Tallgrass would like to enter into an agreement where Tallgrass constructs the pipeline gathering system; improves all eleven wells; develops a telemetry system and ties the wells into Tallgrass' system for lease of the water. The agreement states that the two parties will continue to negotiate towards a larger deal where Tallgrass will construct the other necessary infrastructure in phases and the Town pays down the construction and financing costs over time. Other infrastructure that is needed includes a booster pump station out of Lost Creek, a raw water pipeline to Box Elder, new wells on the Box Elder property; a pipeline manifold system on the Box Elder property; infiltration/percolation beds on Box Elder; a pump station at Box Elder to pump water to ECCV and treatment and pumping capacity additions to ECCVs system. This entire infrastructure is anticipated to cost $80 to $100 million to implement over the next ten years.

If a larger deal can be struck with Tallgrass, they have an additional 1,000 AF of water they are willing to sell to Castle Rock at an approximate price of $39,000 per AF (this includes the water sale and a transmission fee). This water would represent approximately 5% of the Town's future water demands and would bolster our goal of being 100% renewable by 2065. This water would also tie in readily to the overall Box Elder project since Tallgrass's and Castle Rock's Lost Creek supplies would be tied

together.

If Tallgrass and the Town cannot come to an agreement on the large project, the Town agrees to buy the newly constructed Lost Creek gathering system for $15 million.

Key Terms of the Infrastructure Development and Purchase Agreement:

- Tallgrass to manage, design, permit, & construct well gathering system (47,150 feet of pipe and appurtenances and 11 new wells, pumps, controls and appurtenances);
- Term – 1 year from execution;
- Construction completion within 6 months;
- Phase 1B and 2 negotiated or if no agreement $15,000,000 purchase
- Concurrent water lease agreement;
- Partial assignment of Castle Rock easements valued at $775,000;
- Castle Rock Water maintains ownership of wells throughout;
- Operation and maintenance costs include primarily *Ad Valorem* taxes and insurance $100k;
- Parental guaranty;
- Warranty of 1 year from acceptance by Castle Rock Water.

Key terms of the Water Lease Agreement

- Lease up to 4,476 AF – potential value of $6,944,961;
- Term is a little more than 3 years through 12/31/27;
- Price is $1,551.60/AF vs. $44/AF for agricultural leases;
- Firm take or pay of 257 AF or $398,750;
- Right of first refusal if we want to lease to others;
- As is / where is lease;
- Metering and calibration of meters to be done by Tallgrass;
- Monthly billing.

Castle Rock Water brought in Burns and McDonnell Engineering to review the infrastructure being provided by Tallgrass in Phase 1A and provide an engineering estimate on the capital costs of this infrastructure. Burns and McDonnell Engineering estimated the total cost to permit, purchase easements, manage, design, and construct Phase 1A at $24.16 million. This is over $9 million more than the Tallgrass capital cost proposal. This work was done to ensure that Castle Rock Water is getting a good deal on the constructed infrastructure from a cost standpoint.

Castle Rock Water also hired legal counsel to review the private / public partnership agreements to ensure that these agreements met the Town's needs and worked within the Town's required contracting framework.

Budget Impact

If the Town and Tallgrass cannot come to agreement to continue to negotiate a deal, the Town will owe $15 million by October 2025 (one year following the execution of the Infrastructure Development and Purchase Agreement). Per the Water Lease Agreement, the Town expects a minimum of $398,750 of revenue from water leases to Tallgrass over the three-year lease term and potentially up to $6 million if Tallgrass takes full advantage of our water right volumes for their oil and gas development

operations. While Tallgrass owns the gathering system, Castle Rock will be responsible for operations and maintenance costs which primarily include *Ad Valorem* taxes and insurance at a cost of approximately $100,000 per year. Once Castle Rock owns the system the tax component of approximately $90,000 per year could potentially go away based on our tax-exempt status.

Staff Recommendation

Staff and Castle Rock Water Commission recommend that Town Council approve the Infrastructure Development and Purchase Option Agreement between the Town of Castle Rock and Tallgrass Colorado Water, LLC.

Proposed Motion

"I move to approve the Resolution as introduced by title."

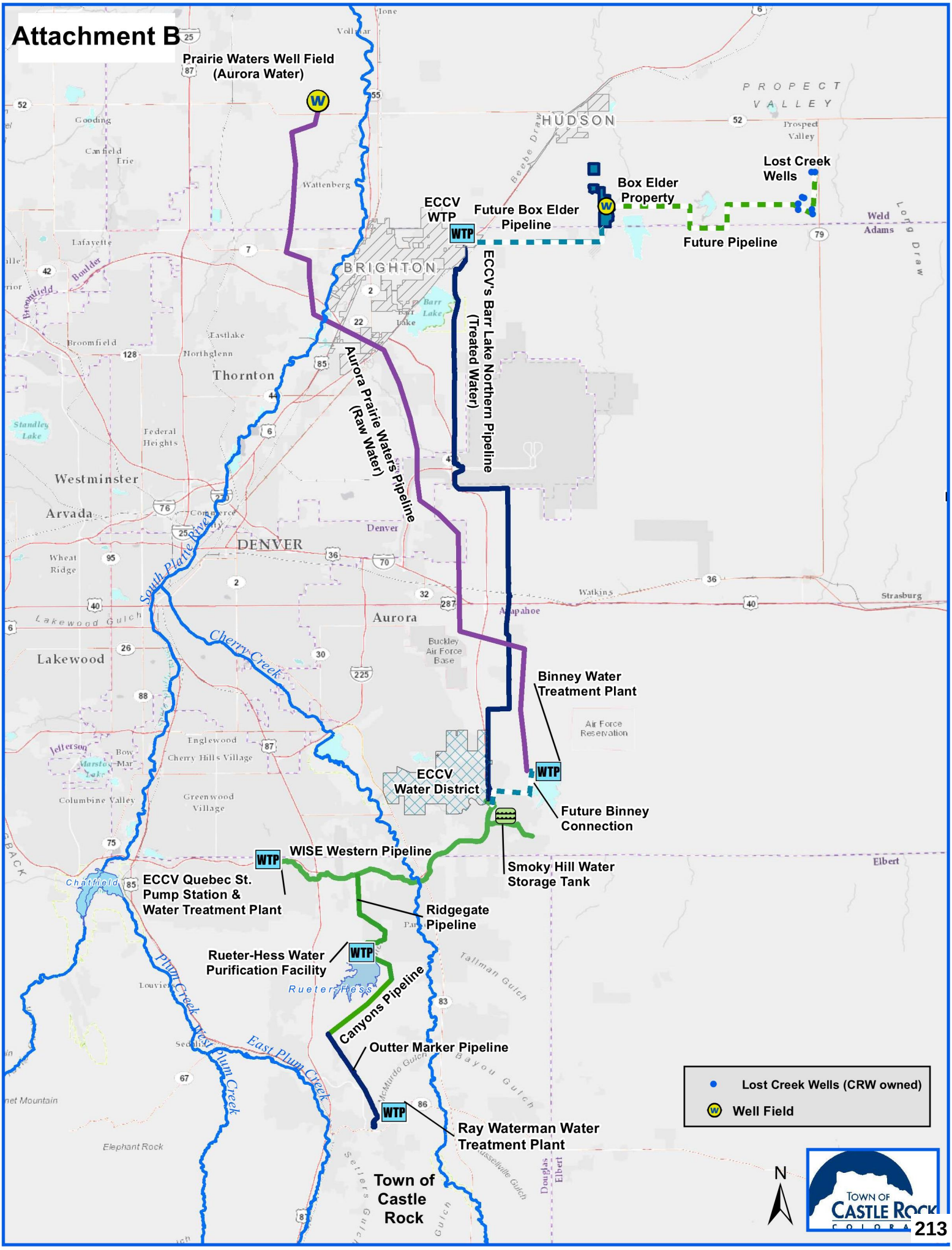
Alternative Motions

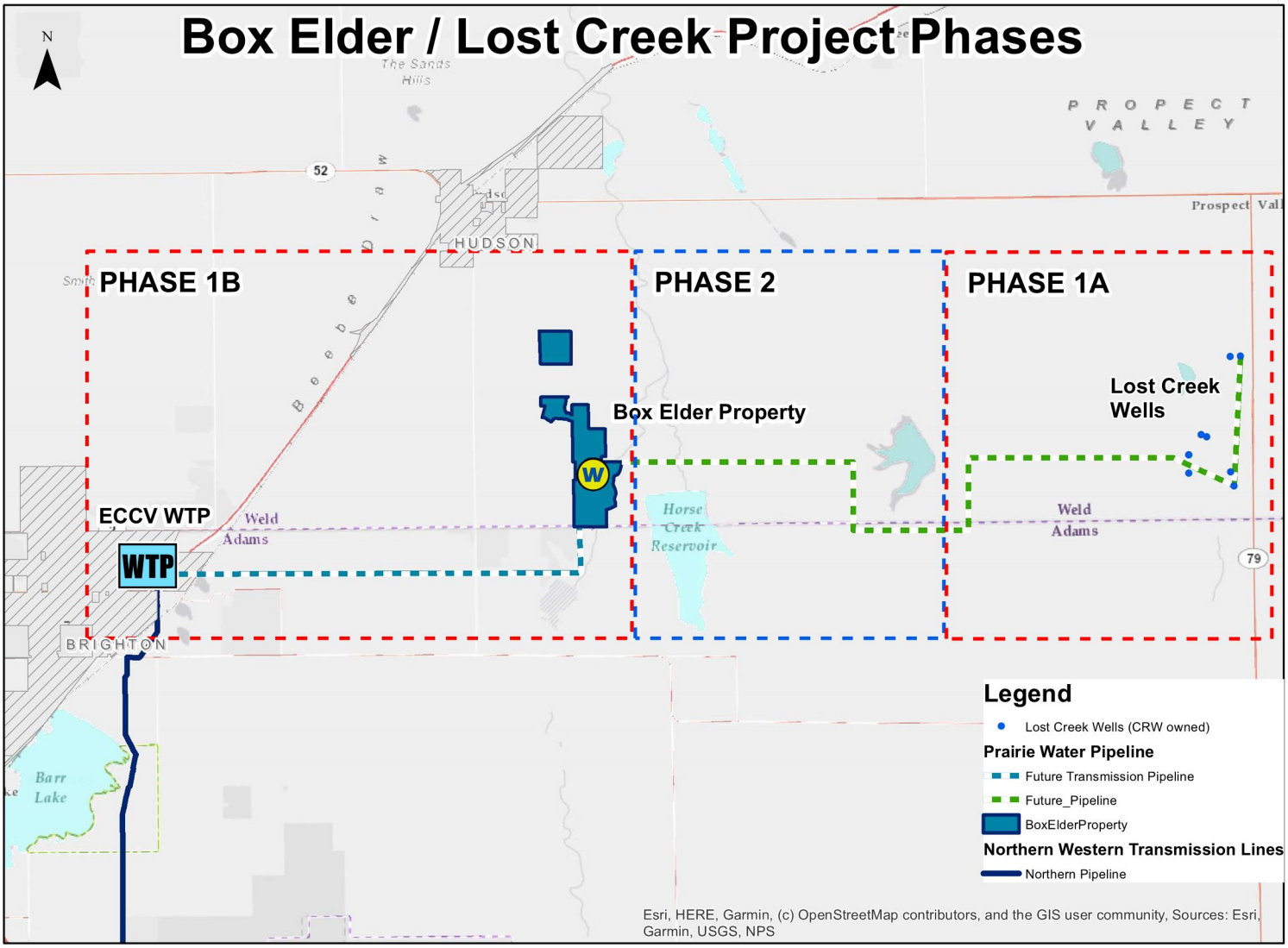
"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).

"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

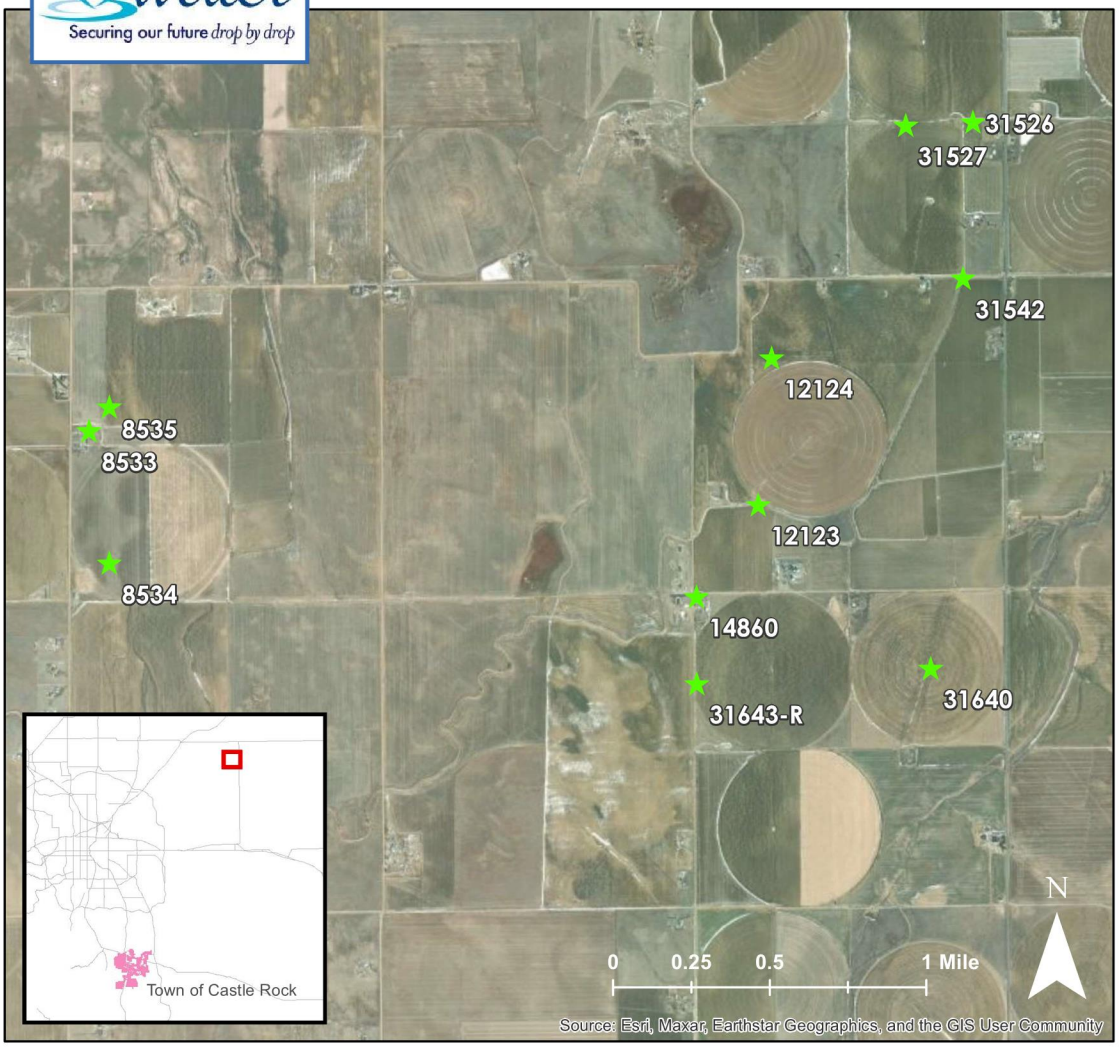
Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Location Map
Attachment C: Lost Creek Wells Location Map


Attachment B
Prairie Waters Well Field
(Aurora Water)
ECCV
WTP
Future Box Elder
Pipeline
Box Elder
Property
Lost Creek
Wells
Future Pipeline
ECCV's Barr Lake Northern Pipeline
(Treated Water)
Aurora Prairie Waters Pipeline
(Raw Water)
Binney Water
Treatment Plant
ECCV
Water District
Future Binney
Connection
WISE Western Pipeline
Smoky Hill Water
Storage Tank
ECCV Quebec St.
Pump Station &
Water Treatment Plant
Ridgegate
Pipeline
Rueter-Hess Water
Purification Facility
Canyons Pipeline
Outter Marker Pipeline
Ray Waterman Water
Treatment Plant
Town of
Castle
Rock
Lost Creek Wells (CRW owned)
Well Field
N
TOWN OF CASTLE ROCK COLORADO
213


Box Elder / Lost Creek Project Phases
N
PHASE 1B
PHASE 2
PHASE 1A
Box Elder Property
Lost Creek Wells
ECCV WTP
WTP
HUDSON
BRIGHTON
Weld
Adams
Horse Creek Reservoir
Barr Lake
52
79
PROPECT VALLEY
Legend
Lost Creek Wells (CRW owned)
Prairie Water Pipeline
Future Transmission Pipeline
Future_Pipeline
BoxElderProperty
Northern Western Transmission Lines
Northern Pipeline
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Sources: Esri, Garmin, USGS, NPS

Lost Creek Wells

Attachment C



Legend

- Castle Rock wells
- Huwa Pond
- Tallgrass water transmission pipeline
- Lost Creek well gathering system (potential route)



INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT AND WATER LEASE AGREEMENT

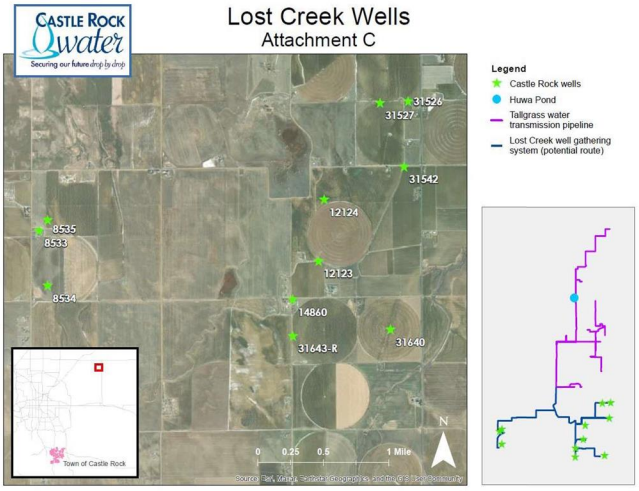
OCTOBER 1, 2024

TOWN OF CASTLE ROCK COLORADO

BOX ELDER PROJECT

BACKGROUND

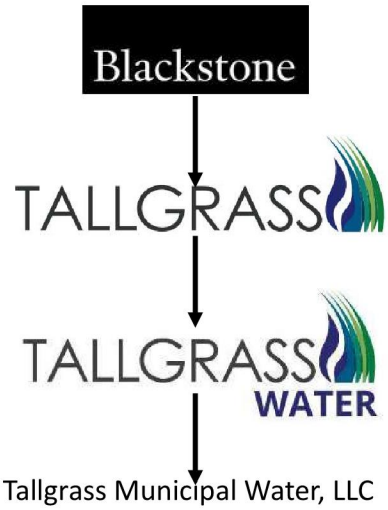
- Closed on Box Elder property in 2016 (850 acres)
- Purchased 1,492 AF of water rights in Lost Creek Basin
- Purchased 770 AF of water rights on South Platte River (Rothe purchase)
- Part of Castle Rock Water's long term water supply plan
- Raw water will be delivered to East Cherry Creek Valley (ECCV) Water Treatment Plant
- Treated water delivered in Northern Pipeline to WISE infrastructure all the way to Castle Rock



Location Map of Lost Creek wells and potential pipeline infrastructure

BOX ELDER PROJECT

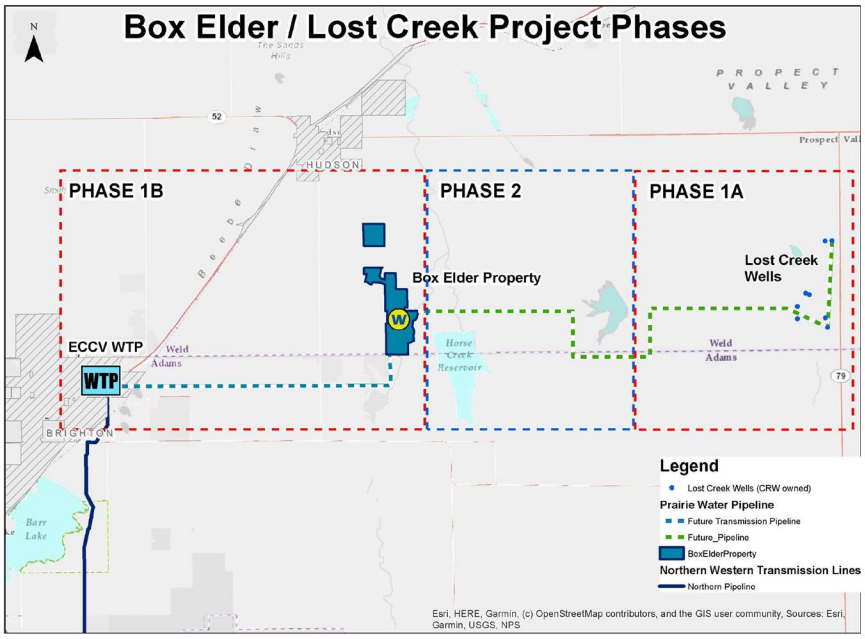
P3 OPPORTUNITY



- An energy infrastructure company with multiple water delivery projects in Colorado – particularly Weld County.
- Purchased the Renew/Front Range Resources well and delivery system, just north of Castle Rock's Lost Creek wells.
- Designed/installed a pipeline system to deliver water to oil and gas well construction sites within Weld County.
- A market opportunity with municipal client partnerships and providing a low risk return to their investors.
- Opportunity for Castle Rock to spread out the large capital costs for infrastructure and reduce the engineering and staff time needed for project implementation.
- Additional water rights towards our goal of 100% renewable by 2065.

BOX ELDER PROJECT

P3 OPPORTUNITY



- Phase 1A – Gathering system for 11 Castle Rock wells and connecting to Tallgrass system for water leasing (2024/2025).
- Phase 1B – Pipeline from Box Elder to ECCV.
- Phase 2 – Connecting the two systems together for Castle Rock's full 2,500 AF capacity plus an additional 1,000 AF of Tallgrass water (2030).

BOX ELDER PROJECT

INFRASTRUCTURE DEVELOPMENT & PURCHASE OPTION AGREEMENT

Proposed Steps for Tallgrass:

- Design, permit, manage, finance and construct:
  - The pipeline gathering system
  - Redrill of ten wells; improve and equip all eleven wells
  - A telemetry system that ties wells into Tallgrass' system

Other infrastructure needs with subsequent phases:

- Booster pump station out of Lost Creek
- Raw water pipeline to Box Elder
- New wells on the Box Elder property
- Pipeline manifold system on the Box Elder property
- Infiltration/percolation beds on Box Elder
- Pump station at Box Elder (to pump water to ECCV)
- Treatment and pumping capacity additions to ECCVs system

Summary:

- Anticipated cost for entire infrastructure: $80 to 100 million to implement over the next ten years
- Town and Tallgrass will continue to negotiate towards a larger deal
  - Tallgrass will construct other necessary infrastructure in phases and the Town pays down the construction and financing costs over time
- If Tallgrass and the Town cannot come to an agreement, the Town agrees to buy the newly constructed Lost Creek gathering system for $15 million
- Independent engineering cost estimate of proposed system between $17 and $24 million

BOX ELDER PROJECT

CONCURRENT WATER LEASE AGREEMENT

- Gather raw water from the Town's Lost Creek wells|
- Connect pipeline to Tallgrass' system
- Initial term of lease from date of execution to December 31, 2027
- 257 AF take-or-pay provision
- Up to 1,492 AF annually
- Lease rate of $1,552.60 per acre-foot (AF)
- Opportunity for in excess of $6M in revenue



Typical Lost Creek Basin well structure

BOX ELDER PROJECT

SCHEDULE AND RECOMMENDATIONS

Schedule

- Construction of Phase 1a in 6 months
- Negotiation of expanded agreement in 1 year

Recommendations

- Castle Rock Water Commission
- Water Resources Committee
- Staff



Typical Lost Creek Basin well structure

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 9. **File #:** MIN 2026-002

To: Honorable Mayor and Members of Town Council

From: Lisa Anderson, Town Clerk

Minutes: January 6, 2026 Town Council Meeting

Executive Summary

Attached are minutes from the January 6, 2026, Town Council meeting for review and approval.

Town Council
Meeting Minutes - Draft

Mayor Jason Gray
Mayor Pro Tem Laura Cavey
Councilmember Ryan Hollingshead
Councilmember Kevin Bracken
Councilmember Mark Davis
Councilmember Max Brooks
Councilmember Tim Dietz

Tuesday, January 6, 2026 **6:00 PM** **Town Hall Council Chambers**
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. January 6, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

COUNCIL DINNER & INFORMAL DISCUSSION

INVOCATION

Mayor Gray provided the Invocation.

CALL TO ORDER / ROLL CALL

Present: 7 - Mayor Gray, Mayor Pro Tem Cavey, Councilmember Hollingshead, Councilmember Bracken, Councilmember Davis, Councilmember Brooks, Councilmember Dietz

PLEDGE OF ALLEGIANCE

COUNCIL COMMENTS

Mayor and Councilmembers wished everyone a Happy New Year.

Councilmember Davis requested a conversation about construction sites.

APPT 2026-001 **Appointment: Castle Rock Water Commission**

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

UNSCHEDULED PUBLIC APPEARANCES

No public comment.

TOWN MANAGER'S REPORT

ID 2026-001 **Update: Calendar Reminders**

David Corliss, Town Manager, provided an update on Calendar items.

ID 2026-002 **Update: 2026 Major Projects List**

ID 2026-003 **Development Services Project Updates**

Tara Vargish, Development Services Director, provided an update.

ID 2026-004 **Update: Quasi-Judicial Projects**

TOWN ATTORNEY'S REPORT

No report.

MUNICIPAL JUDGE'S REPORT

Judge Thrower provided his report.

Councilmember Brooks voiced his disappointment with the recent Colorado Supreme Court ruling and they want to see if they can put the power back where it should be.

Judge Thrower stated he will comply with what the current law is.

Councilmember Dietz asked if we have a lot of repeat offenders.

Judge Thrower stated they try to impose sentences that are evidence based to encourage them not to re-offend. He feels it is not a large number.

Councilmember Brooks clarified the case they are referring to is that no municipality can impose penalties beyond what the state deems appropriate.

Councilmember Dietz relayed that the Supreme Court is appointed by the Governor.

ACCEPTANCE OF AGENDA

Moved by Councilmember Bracken, seconded by Councilmember Dietz, to Approve the Agenda as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Brooks, Dietz, Davis

CONSENT CALENDAR

Moved by Councilmember Brooks requested RES 2026-001 be removed from the Consent Calendar.

Moved by Councilmember Brooks, seconded by Councilmember Davis, to Approve Resolution 2026-002 and MIN 2026-001 as presented. The motion passed by a vote of:

Yes: 7 - Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz, Gray

RES 2026-001 **Resolution Reappointing David J. Thrower as the Presiding Judge of the Town of Castle Rock Municipal Court and Approving a Service Contract**

Councilmember Brooks requested this be voted on separately to give Council an opportunity to comment. He is very much in support of approving the Resolution.

Councilmember Bracken appreciates his time and efforts.

Councilmember Hollingshead received positive feedback about Judge Thrower.

Moved by Councilmember Brooks, seconded by Councilmember Hollingshead, to Approve Resolution RES 2026-001 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

RES 2026-002 **Resolution Appointing Substitute Judges for the Town of Castle Rock Municipal Court**

MIN 2026-001 **Minutes: December 16, 2025 Town Council Meeting**

QUASI JUDICIAL HEARINGS

Mayor Gray confirmed there is no conflict of interest and the item was properly noticed.

ORD 2026-001 **Ordinance Amending the Town of Castle Rock's Zone District Map by Approving Amendment No. 7 to the Crystal Valley Ranch Planned Development Plan and Zoning Regulations (First Reading)** *[located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road]*

Tara Vargish, Director of Development Services, presented the item.

Mayor Pro Tem Cavey confirmed this would lose space in Rhyolite Park. She asked if the developer made any accommodations so they don't have to do that. Vargish stated the developer did agree to the swap to allow a larger buffer on the east side and did not reduce the number of homes.

Councilmember Davis confirmed there would be another access through the Rhyolite Park parking lot. Davis asked if the entrance could be widened. Vargish stated they will look at that when they review the site development plan.

Citizens that addressed Council:

Susan McAfee is a resident in Crystal Valley. She feels the staff did not provide all the information to the Planning Commission and there weren't sufficient neighborhood meetings.

Mayor Pro Tem Cavey feels there has been no compromise from this developer.

Councilmember Dietz feels the developer should bring the town the $500,000 and adjust their plan on the west side for a bigger buffer.

Councilmember Bracken asked what the impact fee is. Vargish stated Council approved a memorandum of understanding to approve this. Bracken asked if amendment 7 doesn't pass, the residents could possibly lose the buffer. Bracken asked if it is appropriate to go back to the developer. Vargish stated she will need to review the MOU. Mike Hyman, Town Attorney, stated the Town has already approved the MOU. Vargish stated multi-family is allowed, but they are only proposing single family. Councilmember Davis stated if they vote no, the developer could go back to the allowable units without the additional buffer. Bracken confirmed they risk losing the space. Councilmember Dietz feels all we

can do is ask.

Moved by Mayor Gray, seconded by Councilmember Hollingshead, to Approve Quasi-Judicial Ordinance ORD 2026-001 as presented. The motion passed by a vote of:

Yes: 4 - Hollingshead, Gray, Bracken, Brooks

No: 3 - Cavey, Davis, Dietz

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

RES 2026-003 **Resolution Finding that the Petition for Annexation Submitted by the Diocese of Colorado Springs is in Substantial Compliance with Article II, Section 30(1)(B) of the Colorado Constitution and Section 31-12-107(1), C.R.S.; and Setting a Date, Time and Place for the Hearing Prescribed Under Section 31-12-108, C.R.S. to Determine if the Subject Property is Eligible for Annexation Under Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S. (St. Francis of Assisi Catholic Church Annexation)**

Tara Vargish, Director of Development Services, presented the item.

Moved by Councilmember Davis, seconded by Councilmember Dietz, to Approve Resolution RES 2026-003 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

RES 2026-004 **Resolution Approving the Purchase and Sale Agreement Between the Guardian Angel Trust and the Town of Castle Rock for the Lost Canyon Ranch** *(35-acre inholding)*

Jeff Brauer, Director of Parks and Recreation, presented the item.

No public comment.

Moved by Councilmember Brooks, seconded by Mayor Pro Tem Cavey, to Approve Resolution RES 2026-004 as presented. The motion passed by a vote of:

Yes: 7 - Cavey, Hollingshead, Bracken, Davis, Brooks, Gray, Dietz

ORD 2026-002 **Ordinance Amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code Regarding the Disposition and Lease of Real Property Owned by the Town (First Reading)**

Mike Hyman, Town Attorney, presented the item.

No public comment.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Hollingshead, to Approve Ordinance ORD 2026-002 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

None.

ADJOURN

Moved by Councilmember Bracken, seconded by Councilmember Hollingshead, to Adjourn. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

Meeting adjoured at 7:17 pm.

Submitted by Lisa Anderson, Town Clerk

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 10. **File #:** ORD 2026-001

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services Department
Sandy Vossler, Senior Planner, Development Services Department

Ordinance Amending the Town of Castle Rock's Zone District Map by Approving Amendment No. 7 to the Crystal Valley Ranch Planned Development Plan and Zoning Regulations (Second Reading - Approved on First Reading on January 6, 2026, by a vote of 4-3) *[located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road]*

Executive Summary

The Ordinance was approved on first reading on January 6, 2026, with a vote of 4 in favor, and 3 opposed, with no changes.

The property subject to the amendment is located north of Crystal Valley Parkway, and east of Rhyolite Park within the Crystal Valley Ranch Planned Development (PD) (Attachment A and Figure 1). This proposed rezoning will allow a shift of the developable area of Planning Area (PA) 3A to the west by approximately 45 feet and will widen the buffer to the adjacent neighborhood. The Town is processing this amendment in compliance with conditions of a land swap outlined in a Memorandum of Understanding (MOU), recently approved by Town Council. Per the MOU, the Town will convey a 45-foot-wide strip of land (0.915 ac.) to the developer and rezone it from Public Land to residential (R-MF-24). In turn, the developer will designate 0.915 ac. of land along the east boundary of PA 3A, rezoned to Public Land, to increase the buffer between the new and existing neighborhoods (Attachment B). There are no changes to the permitted uses and development standards applicable to PA 3A. Under the amendment the overall Public Land acreage and the developable acreage of PA 3A remains the same.

At a public hearing held December 11, 2025, Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment 7.

Budget Impact

Development of the property will generate review and impact fees, along with use taxes for

commercial development.

Recommendation

The Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment No. 7, as proposed.

Proposed Motion

"I move to approve the Ordinance as introduced by title."

Attachments

Attachment A: Vicinity Map
Attachment B: Ordinance
Attachment C: PD Plan
Attachment D: Resolution and MOU from October 21, 2025
Attachment E: Staff Report from October 21, 2025

Meeting Date: January 20, 2026

AGENDA MEMORANDUM

To: Mayor and Members of Town Council

Thru: Dave Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services Department
Sandy Vossler, Senior Planner, Development Services Department

Title: **Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment No. 7** *(located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road)*

Executive Summary

The Ordinance was approved on first reading on January 6, 2026, with a vote of 4 in favor, and 3 opposed, with no changes.



Figure 1: Vicinity Map

The property subject to the amendment is located north of Crystal Valley Parkway, and east of Rhyolite Park within the Crystal Valley Ranch Planned Development (PD) (Attachment A and Figure 1). This proposed rezoning will allow a shift of the developable area of Planning Area (PA) 3A to the west by approximately 45 feet and will widen the buffer to the adjacent neighborhood. The Town is processing this amendment in compliance with conditions of a land swap outlined in a Memorandum of Understanding (MOU), recently approved by Town Council. Per the MOU, the Town will convey a 45-foot-wide strip of land (0.915 ac.) to the developer and rezone it from Public Land to residential (R-MF-24). In turn, the developer will designate 0.915 ac. of land along the east boundary of PA 3A, rezoned to Public Land, to increase the buffer between the new and existing neighborhoods (Attachment B). There are no changes to the permitted uses and development standards applicable to PA 3A. Under the amendment the overall Public Land acreage and the developable acreage of PA 3A remains the same.

At a public hearing held December 11, 2025, Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment 7.

Background

The properties subject to the proposed rezoning include Crystal Valley Ranch Filing 14, Block 2, Lot 1 (PA 3A) and a 45-foot-wide strip of land (0.915 ac.) located along the east side of the Rhyolite Park (Attachment C and Figure 2, highlighted in red). Rhyolite Park was annexed and zoned Public Land in 2001. Planning Areas 3A and 3 were annexed in 2006 and zoned for residential development (R-MF-24) within Crystal Valley Ranch Major PD Amendment No. 3 in 2007.

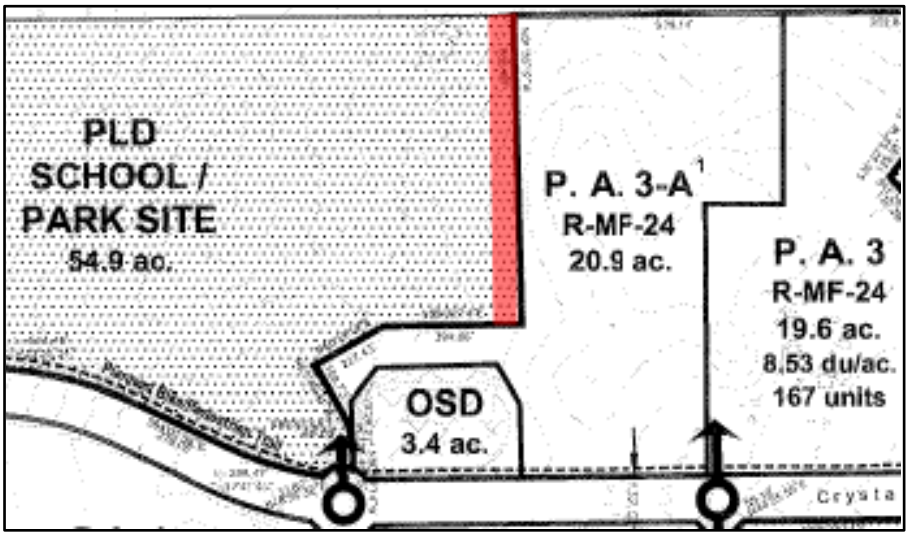


Figure 2: Crystal Valley Ranch PD Plan Amendment No. 3

The R-MF-24 use area allows single-family attached and detached homes, townhomes and apartments. Planning Area 3A was also identified as a potential school site and was conveyed to the Town with a caveat for development formalized in the Development Agreement.

Under a Development Agreement (DA) obligation, PA 3A was dedicated to the Town of Castle Rock to be held as a potential school site until such time as the Douglas County School District (DCSD) either used it for a school or provided written notice to the Town that the DCSD did not intend to use the site for a school. In early 2025, DCSD notified the Town that the site would not be used as a school site. Per the terms of the DA, upon such notification the Town was required to re-convey the property to the original owner for development under the R-MF-24



Figure 3: Town Council Preferred Development Plan

zoning regulations. That reconveyance occurred on October 24, 2025.

Public hearings were held before Town Council throughout the reconveyance process. During public comment, feedback from surrounding residents consistently included requests for a buffer between the two neighborhoods and limited cross-access street connections.

Town Council considered potential development options for PA 3A that would mitigate the residents' concerns. The Council favored an option that eliminated the local residential street connections to the existing neighborhood, shifted the developable area away from the existing neighborhood and included an enlarged buffer between the two neighborhoods. The preferred option is depicted in the site plan rending in Figure 3.

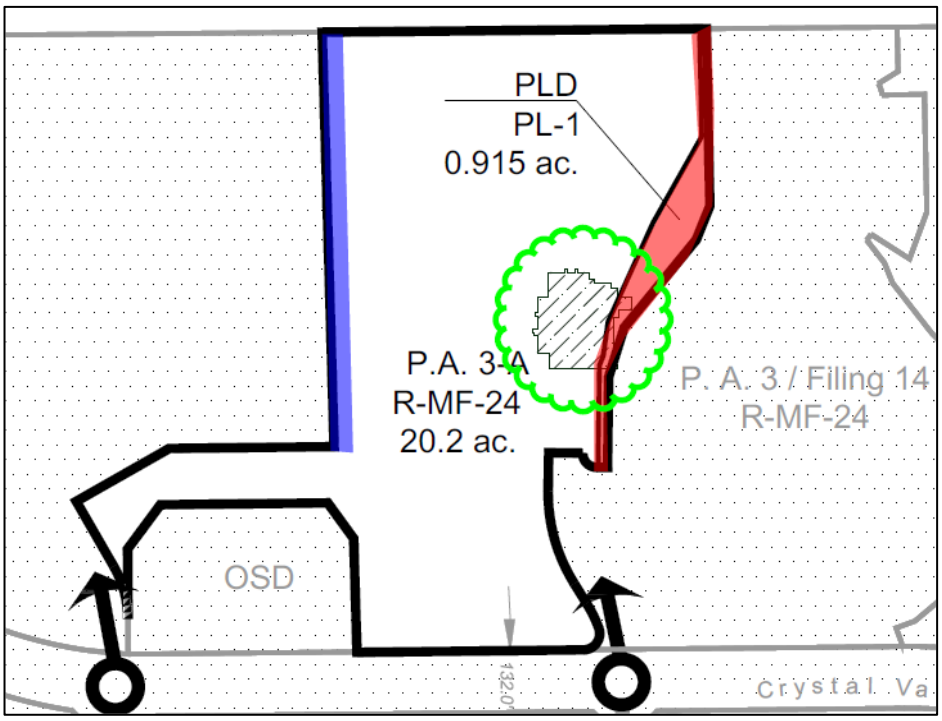


Figure 4: Proposed Amendment No. 7

Discussion

In accordance with the MOU, the Town is responsible for rezoning the 45-foot-wide strip of land, totaling 0.915 acres (Figure 4 shaded blue) from Public Land to R-MF-24, to allow the residential developable area to shift west. The Town would then swap this developable area to the developer, in exchange for the developer designating a 0.915-acre area, zoned Public Land, to enhance the buffer along the eastern boundary of PA-3A (Figure 4 shaded red). Separately, the amended PD Plan reflects the minor skyline area on the site (Figure 4 green circle).

In summary this proposed PD Amendment No. 7 will:

1. Rezone the 45-foot-wide strip on the west to match the R-MF-24 zoning of PA-3A, allowing residential development to occur on it, and
2. Rezone 0.915 acres on the east side of PA-3A as Public Land to be dedicated to the Town, providing a buffer area to the existing neighborhood to the east.

Once this PD Amendment No.7 has been approved and the 45-foot-wide strip is conveyed to the developer, future development of the site will require a Site Development Plan submittal and review, additional neighborhood meetings and public hearings before Planning Commission for recommendation, and before Town Council for final decision on the layout.

The net result of this amendment is that the developable area remains approximately 21 acres, the developable area shifts away from the existing neighborhood and the permitted uses and development standards applicable to the site and the overall Public Land area in Crystal Valley Ranch remain unchanged.

Development Standards

The current zoning classification on the property is R-MF-24 (Table 1). This PD amendment carries forward the existing development standards established in the 2007 PD Amendment No. 3, with no changes. The uses and standards are the same as those applicable to the adjacent neighborhood (P.A. 3) to the east.

R-MF-24 Use Area Development Standards				
Permitted Uses	Maximum Density	Maximum Height	Maximum Coverage	Setbacks
Residential				
Multifamily Apts/Condo)	24 du/ac	50 feet	40%	TBD with Site Plan
Townhomes/Patio Homes	12 du/ac	45 feet	40%	TBD with Site Plan
Single Family Attached/Detached	6 du/ac	35 feet		TBD with Site Plan
Non-Residential				
Bed and Breakfast Inn		50 feet	40%	TBD with Site Plan
Public Schools		50 feet	40%	TBD with Site Plan
Recreation Facilities		35 feet		TBD with Site Plan
Swimming Pools		35 feet		TBD with Site Plan
Private Tennis Courts		35 feet		TBD with Site Plan
Elderly Asst Living	Per State Licensing	35 feet		TBD with Site Plan

Table 1: R-MF-24 Development Standards

Interface Regulations

The Residential/Non-Residential Interface and Dissimilar Residential regulations are not applicable to the proposed Crystal Valley Ranch PD Plan and Zoning Regulations, Amendment No. 7.

Skyline and Ridgeline Protections

The Skyline/Ridgeline Protection regulations are applicable to amendment area. The minor skyline is identified on the proposed PD Plan. The 35-foot height limitation and mitigation standards established in the Municipal Code Section 17.48 will be applied at the time of the Site Development Plan submittal and review.

Open Space and Public Land Dedication

This PD Amendment No. 7 essentially transfers 0.915 acres of Public Land from the west boundary of the subject property to the east boundary.

Traffic Impact Analysis and Mitigation

The developable acreage, permitted uses, and densities allowances are not changing. A traffic compliance letter will be required with the submittal of the Site Development Plan.

Utilities

Water, wastewater, storm sewer and road infrastructure exist in proximity to this property. Necessary extensions and connections will be determined with the Site Development Plan and Construction Documents.

Notification and Outreach

Public Notice

Public hearing notice signs were posted on the property on November 19, 2025. Written notices were sent to property owners within 500 feet of the property, at least 15 days prior to the public hearing. HOA's in the area were also emailed information about the public hearings. Town staff published notice of the Town Council public hearing on the Town's website.

Neighborhood Meetings

Town held a neighborhood meeting on Tuesday, December 9, 2025, to present the proposed rezoning and two members of the public attended. During the process to re-convey PA-3A from the Town to the previous owner, Town Council held 4 public meetings to hear concerns and take feedback from residents. As a result, the Council approved an MOU that addressed many of the concerns of surrounding neighbors. For that reason, the second and third neighborhood meetings have been waived by the Town Manager.

External Referrals

External referral comments were requested by the Town from applicable external agencies. The only responding agency has been Douglas County Planning who requested the PD Zoning Regulations include setbacks and buffer to unincorporated parcels and standards that prevent a wall of small-lot homes backing to county properties. The MOU agreed to carry forward the R-MF-24 zoning standards without changes; therefore, the County preferences have not been added. Appropriate setbacks and potential buffering will be considered with the future Site Development Plan.

Analysis

PD Plan Review and Approval Criteria and Analysis 17.34.030

A. **Community Vision/Land Use Entitlements.**
   1. Conforms to the most recent versions of the Towns' Vision, Comprehensive Master Plan and long range or master plans.
   2. Complies with the site design principles of CRMC Chapter 17.10.

- Protect and provide for the public health, safety and general welfare of the Town.
- Promote orderly growth and provide for the harmonious development of the Town in accordance with the Comprehensive Plan.
- Identify, preserve and provide for open space through the most efficient design and layout of the land.
- Minimize the conflicts among the uses of land and buildings placed on the land.
- Preserve and enhance the natural beauty and topography of the Town and ensure appropriate development regarding such natural features.
- Mitigate the pollution of air, streams and ponds, ensure the adequacy of stormwater facilities, safeguard the water supply, and encourage the wise use and management of the natural environment.
- Ensure that public facilities and services are available and will have sufficient capacity to serve the development.
- Protect the character and the social and economic stability of the Town.
- Provide for the safe and efficient circulation of traffic throughout the Town, the mitigation of congestion in the streets and highways and along pedestrian ways.
- Provide for the proper location and size of streets in relationship to the adjacent development.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The developable acreage and zoning standards remain unchanged.

B. **Relationship to Surrounding Area.**
   1. Provides appropriate relationships between use areas, both internal and surrounding, with adequate buffer areas provided, if warranted.
   2. Provides innovative and creative plan design and layout.
   3. Provides a variety of housing types, densities and open space.
   4. Identifies areas as mixed use and/or depicts areas that are buffer areas to comply with Chapter 17.50 (Residential/Nonresidential Interface), where a proposed PD Plan is adjacent to residential property, as that term is defined in Chapter 17.50, or, for residential developments, where the proposed PD Plan is adjacent to nonresidential property, as that term is defined in Chapter 17.50.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The swap of Public Land allows for a wider buffer between the existing and new neighborhoods. The R-MF-24 zoning classification is consistent with the adjacent Crystal Valley Ranch neighborhood.

C. **Circulation and Connectivity.**
   1. Provides an adequate circulation system in terms of capacity and connectivity, which is designed for the type of traffic generated, safety, and separation from living areas, convenience, accessibility, noise and exhaust control.
   2. Provides for emergency vehicle access.
   3. Accommodates an adequate, functional and safe street system for vehicular traffic generated by the development and passing through the development.

4. Provides for pedestrian and bicycle traffic in a safe and convenient manner, separation from vehicular traffic, and access to points of destination and recreation.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The access points, internal road systems and pedestrian access will be finalized with the Site Development Plan. Road connections to the adjacent neighborhood have been limited per the MOU.

D. **Services, Phasing and Off-site Impact.**
   1. Addresses fiscal impact of the project.
   2. Provides an appropriate phasing plan which minimizes unnecessary utility extensions and adequately addresses other fiscal concerns of the Town.
   3. Adequate water resources have been conveyed or purchased. Existing or proposed water and wastewater systems can support the proposed development pattern, uses and density.
   4. Existing or proposed stormwater systems can support the development and comply with applicable regulations.
   5. Provides adequate consideration for the future extension of streets and utilities to adjacent properties.
   6. Identifies and appropriately mitigates all traffic impacts, on- and off-site.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The project will not be phased. The uses and densities remain unchanged. Infrastructure systems exist to support the development.

E. **Open Space, Public Lands and Recreation Amenities.**
   1. Provides adequate trails, parks, recreation and open space.
   2. Provides an adequate trail system in terms of internal circulation and appropriate external connections.
   3. Provides functional open space for recreation, views, density relief, convenience, function and preservation of natural features, including significant tree stands, ridges, and stormwater areas. Open space reservations and public land dedications are of an appropriate configuration and location within the site and comply with any applicable requirements of Chapter 16.08, CRMC and this Title.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The overall Public Land acreage in Crystal Valley Ranch remains unchanged.

F. **Preservation of Natural Features.**
   1. Demonstrates sensitivity and limits disturbance to the site in terms of plan design relative to the site's major environmental characteristics including drainageways, topography, view sheds and vegetation.
   2. The proposed PD Plan and zoning accommodate the Skyline/Ridgeline Protection Regulations in Chapter 17.48 and reasonably mitigates visual impacts upon off-site areas.
   3. Consideration shall be given to wildlife impacts in the layout of open space areas. Where designated threatened or endangered species are present, the

development must conform to all applicable state and federal restrictions and permitting requirements.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The area of minor skyline is called out on the PD Plan and required mitigation measures will be applied with the Site Development Plan. The widened buffer area within the development will be advantageous to the typical wildlife found in Crystal Valley Ranch.

Budget Impact

Development of the property will generate review and impact fees, along with use taxes for commercial development.

Findings

All staff review comments and external referral comments have been addressed. Planning Commission found that the proposed rezoning

- Supports with the objectives of the Town Vision and the Comprehensive Master Plan,
- Is consistent with the development plan of the current Crystal Valley Ranch PD Plan and Zoning Regulations, Amendment No. 4, and
- Meets the review and approval criteria of the Municipal Code, Chapters 17.34 Planned Development Plan and 17.36 Amendment to PD Plan and Zoning Regulations.

Recommendation

The Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment No. 7, as proposed.

Proposed Motion

Option 1: Approval

"I move to approve the Ordinance, as introduced by title."

Option 2: Approval with Conditions

"I move to approve the Ordinance, with the following conditions:" (list conditions)

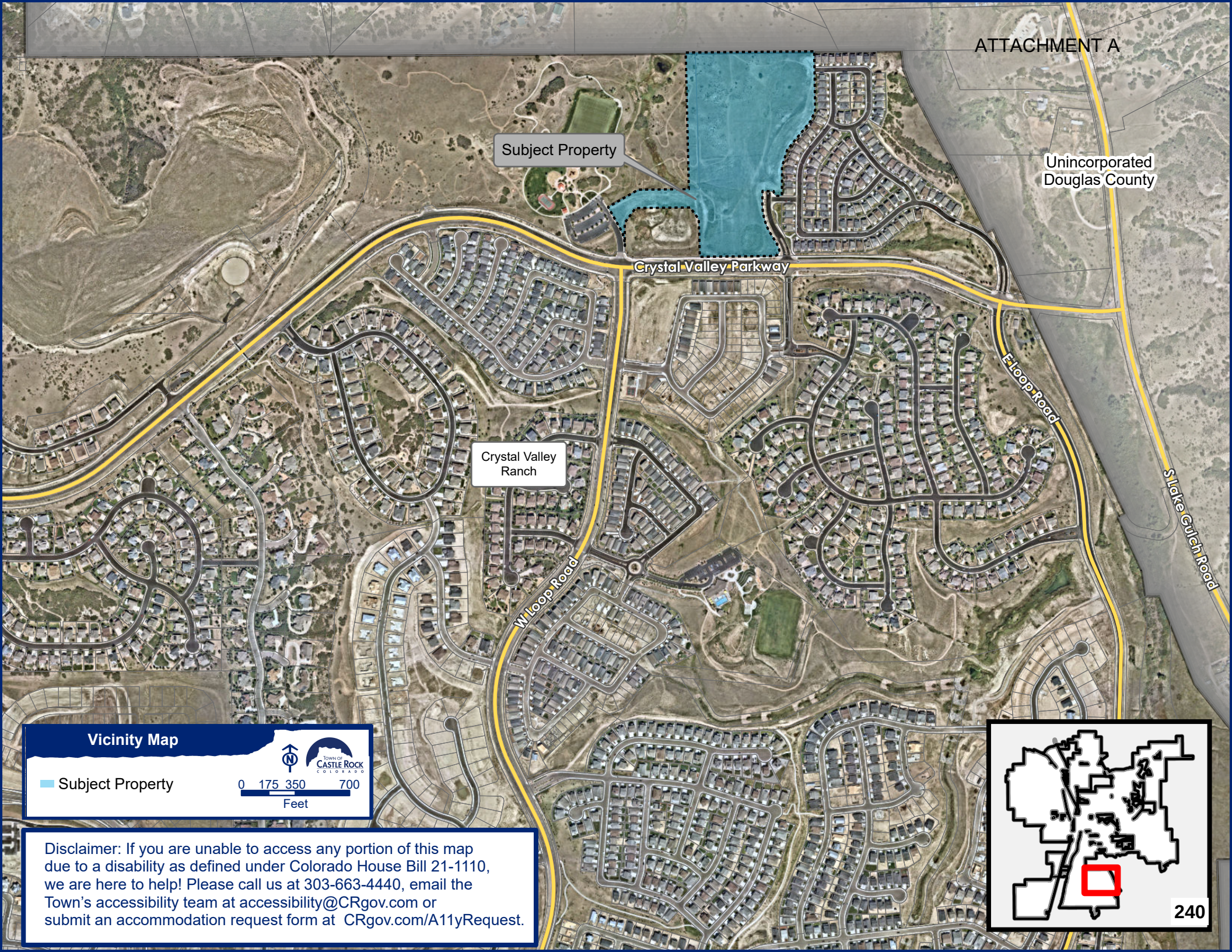
Option 3: Continue item to next hearing (need more information to make decision)

"I move to continue this item to the Town Council meeting on [date], at [time]."

Attachments

Attachment A: Vicinity Map
Attachment B: Ordinance
Attachment C: Planned Development Plan and Zoning Regulations

Attachment D: Resolution and MOU from October 21, 2025
Attachment E: Staff Report Oct 21, 2025



Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest.

ORDINANCE NO. 2026-001

AN ORDINANCE AMENDING THE TOWN OF CASTLE ROCK'S ZONE DISTRICT MAP BY APPROVING AMENDMENT NO. 7 TO THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

WHEREAS, on October 21, 2025, the Town Council ("Town Council") of the Town of Castle Rock (the "Town") adopted Resolution 2025-139 authorizing the conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14 (the "Conveyance Parcel"), from the Town to CVR PA3A LLC (the "Developer") and the execution of a Memorandum of Understanding concerning the development of such property between the Town and the Developer (the "MOU"); and

WHEREAS, in accordance with the MOU, the Town and the Developer are working together to bring into effect a site development plan for the Conveyance Parcel that will be consistent with the configuration described in the map attached hereto as ***Exhibit A***; and

WHEREAS, the Town and the Developer have acknowledged in the MOU that this plan will require:

i. The identification of an approximately 0.9-acre parcel located on the eastern boundary of Conveyance Parcel described in ***Exhibit A*** as the "the "Land Swap Area;"

ii. The identification of an approximately 0.9-acre parcel located in Rhyolite Park immediately to the west of the Conveyance Parcel described in ***Exhibit A*** as the "Open Space to CVR" Area;

iii. The exchange of the "Land Swap Area" and the "Open Space to CVR" Area between the Town and the Developer; and

iv. The rezoning of the "Land Swap Area" and "Open Space to CVR" Area in accordance with their future uses and the granting of any related encumbrances to further such uses (e.g., to provide emergency vehicle access or temporary construction easements necessitated by the swap); and

WHEREAS, pursuant to Amendment No. 3 to the Crystal Valley Ranch Planned Development Plan (the "Crystal Valley Ranch PD Plan") approved by Ordinance No. 2006-59 on February 27, 2007, the Conveyance Parcel was included within the R-MF-24 Use Area in Planning Area 3A, which, among other things, allows for the development of single-family attached and detached homes, townhomes and apartments; and

WHEREAS, Town Staff and the Developer are requesting that Town Council approve Amendment No. 7 to the Crystal Valley Ranch PD Plan and Zoning Regulations, which Amendment will:

i. Rezone the "Land Swap Area" for the purpose of including such Area within the R-MF-24 Use Area in Planning Area 3A; and

ii.. Rezone the "Open Space to CVR" Area as Public Land to be dedicated to the Town; and

WHEREAS, a public hearing on Amendment No. 7 to the Crystal Valley Ranch PD Plan and Zoning Regulations was held before the Planning Commission on December 11, 2025, after which the Planning Commission voted unanimously to recommend Town Council approval; and

WHEREAS, a public hearing was conducted at tonight's regular meeting of the Town Council in accordance with the applicable provisions of the Castle Rock Municipal Code ("CRMC"); and

WHEREAS, based upon the testimony and evidence presented at the public hearing, the Town Council finds and determines that Amendment No. 7 to the Crystal Valley Ranch PD Plan and Zoning Regulations:

(i) Conforms with and advance the objectives of the Town's Vision 2030 and the Comprehensive Master Plan;

(ii) Is consistent with the overall Crystal Valley Ranch PD Plan and Zoning Regulations;

(iii) Satisfies the review and approval criteria for planned development plans and associated zoning regulations as set forth in CRMC Chapter 17.34;

(iv) Satisfies the review and approval criteria for amendments to planned development plans and associated zoning regulations as set forth in CRMC Chapter 17.36;

(v) Satisfies the applicable Skyline/Ridgeline Protection regulations as set forth in CRMC Chapter 17.48; and

(vi) Satisfies the applicable Residential/Nonresidential Interface Regulations as set forth in CRMC Chapter 17.50.

NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

Section 1. **Zoning District Map Amendment**. The Town's Zoning District Map pertaining to the "Land Swap Area" and "Open Space to CVR" Area is amended to conform to Amendment No. 7 to the Crystal Valley Ranch PD Plan.

Section 2. **Planned Development Plan Approval**. Amendment No. 7 to the Crystal Valley Ranch PD Plan is hereby approved in the form presented at tonight's meeting.

Section 3. **Zoning Regulations Approval**. Amendment No. 7 to the Crystal Valley Ranch Zoning Regulations is hereby approved in the form presented at tonight's meeting.

Section 4. **Severability**. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect the remaining provisions of this Ordinance.

Section 5. **Safety Clause**. The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and bears a rational relation to the legislative object sought to be obtained.

APPROVED ON FIRST READING this 6th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ____ for and _____ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this ___ day of _____, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of _____ for and _____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Tara Vargish, Director of Development Services

EXHIBIT A

PROPERTY SWAP MAP



CRYSTAL VALLEY RANCH

Planned Development, Amendment No. 7

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 8 SOUTH RANGE 67 WEST OF THE 6TH PRINICIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOT 1 BLOCK 2 OF CRYSTAL VALLEY RANCH FILING NO. 14, RECORDED ON FEBRUARY 6, 2015, AT RECEPTION NO. 2015007384;

TOGETHER WITH:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON A LINE FROM THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 2, MONUMENTED BY A 1.375-INCH YELLOW PLASTIC CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "RMC, 9329", AND THE NORTHWEST CORNER OF TRACT C OF CRYSTAL VALLEY RANCH FILING NO. 18, RECORDED ON FEBRUARY 13, 2020, AT RECEPTION NO. 2020010779, MONUMENTED BY A 1.5-INCH ALUMINUM CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "EMK, LS 29040", ASSUMED TO BEAR SOUTH 15°09'28" WEST, A DISTANCE OF 1514.61 FEET;

BEGINNING AT SAID NORTHWEST CORNER OF LOT 1 BLOCK 2;

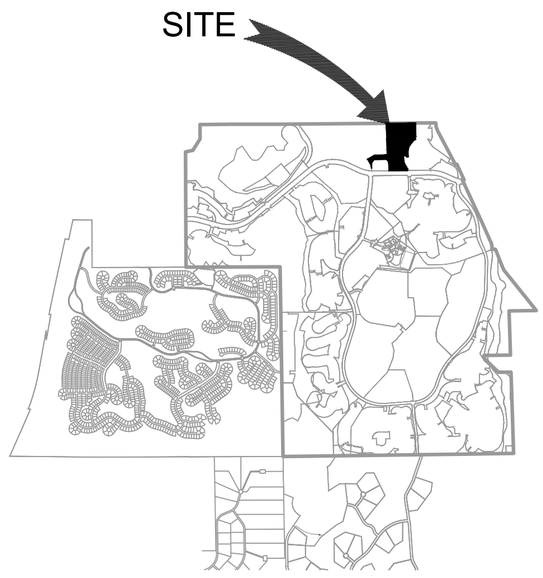
THENCE SOUTH 01°38'19" EAST ALONG THE WEST LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 885.68 FEET;

THENCE SOUTH 89°22'14" WEST ALONG A NORTHERLY LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 45.01 FEET, TO A LINE PARALLEL WITH AND 45.00 FEET WESTERLY, AT RIGHT ANGLES, TO SAID WEST LINE;

THENCE NORTH 01°38'19" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 885.77 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, WHENCE THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER BEARS SOUTH 89°29'08" WEST, A DISTANCE OF 349.65 FEET;

THENCE NORTH 89°29'08" EAST ALONG SAID NORTH LINE, A DISTANCE OF 45.01 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A TOTAL OF 918,523 SQUARE FEET (21.086 ACRES), MORE OR LESS.



VICINITY MAP

PURPOSE:

THE PURPOSE OF THIS AMENDMENT IS TO REZONE PARCEL 2 TO R-MF-24 AND INCORPORATE IT INTO THE RESIDENTIAL PLANNING AREA ZONED R-MF-24, AND TO CREATE A 0.915 ACRE PUBLIC LAND PLANNING AREA.

SURVEYOR'S CERTIFICATE:

I, SAM GALLUCCI, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION REPRESENTED BY THIS PLANNED DEVELOPMENT PLAN WERE MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLANNED DEVELOPMENT PLAN ACCURATELY REPRESENTS THAT SURVEY.

_____ _____
SAM GALLUCCI DATE
COLORADO P.L.S. NO. ____
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.

PLANNING COMMISSION RECOMMENDATION

THIS PLANNED DEVELOPMENT PLAN WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION OF THE TOWN OF CASTLE ROCK, COLORADO ON THE ____ DAY OF _____, 202_.

_____ _____
CHAIR DATE

ATTEST:

_____ _____
DIRECTOR OF DEVELOPMENT SERVICES DATE

TOWN COUNCIL APPROVAL

THIS PLANNED DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, ON THE ___ DAY OF _____, 202_.

_____ _____
MAYOR DATE

ATTEST:

_____ _____
TOWN CLERK DATE

PDP STANDARD NOTES

1. THE MINERAL RIGHTS ASSOCIATED WITH THIS DEVELOPMENT HAVE NOT BEEN SEVERED. NOTIFICATION OF DEVELOPMENT HEARINGS BEFORE PLANNING COMMISSION AND TOWN COUNCIL MUST BE PROVIDED TO OWNERS OF MINERAL ESTATES.
2. THIS DEVELOPMENT PLAN IS IMPACTED BY THE TOWN OF CASTLE ROCK SKYLINE/RIDGELINE PROTECTION REGULATIONS. SKYLINE/RIDGELINE AREAS MUST ADHERE TO CHAPTER 17.48 OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE REGARDING MITIGATION PROCEDURES.
3. THIS SITE IS WITHIN THE TOWN OF CASTLE ROCK RED WATER PRESSURE ZONE.
4. ALL-WEATHER (CONCRETE OR ASPHALT) SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS (75,000 LBS.) AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING ALL CONSTRUCTION.
5. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES.

PROJECT BENCHMARKS (NAVD 88):

BM "A" (TBM 950): CHISELED "X" ON TOP OF INLET; EAST SIDE OF LOOP ROAD @ CL STATION 37+75 (APPROX.)
EL = 6569.94 FEET

BM "B" (TBM 951): CHISELED "X" ON TOP OF CURB; EAST SIDE OF LOOP ROAD @ CL STATION 91+12 (APPROX.)
EL = 6533.10 FEET

BASIS OF BEARINGS:

BEARINGS ARE BASED UPON A LINE FROM THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 2, MONUMENTED BY A 1.375-INCH YELLOW PLASTIC CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "RMC, 9329", AND THE NORTHWEST CORNER OF TRACT C OF CRYSTAL VALLEY RANCH FILING NO. 18, RECORDED ON FEBRUARY 13, 2020, AT RECEPTION NO. 2020010779, MONUMENTED BY A 1.5-INCH ALUMINUM CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "EMK, LS 29040", ASSUMED TO BEAR SOUTH 15°09'28" WEST

OWNERSHIP CERTIFICATION:

THE UNDERSIGNED ARE ALL THE OWNERS OF THE PROPERTY DESCRIBED HEREON IN THE TOWN OF CASTLE ROCK.

CVR PA3A L.L.C.
A MINNESOTA LIMITED PARTNERSHIP.

BY:_____
GREGORY W BROWN, MANAGER

SUBSCRIBED AND SWORN BEFORE ME THIS ___ DAY OF _____, 202_ BY GREGORY W. BROWN AS MANAGER OF CVR PA3A L.L.C. WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISION EXPIRES:

_____
NOTARY PUBLIC

TOWN OF CASTLE ROCK
A MUNICIPAL CORPORATION

BY: _____
MAYOR

ATTEST:

_____
TOWN CLERK

SIGNED THIS _____DAY OF _____202_

SUBSCRIBED AND SWORN BEFORE ME THIS _____DAY OF _____ , 202 _ BY _____AS MAYOR AND BY _____, AS TOWN CLERK

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

TITLE CERTIFICATION:

I, _____, AN AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE, A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES AND LIEN HOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND LIEN HOLDER SUBORDINATION CERTIFICATE.

SIGNED THIS _____ DAY OF _____, 202_

_____
AUTHORIZED REPRESENTATIVE

_____
LAND TITLE GUARANTEE COMPANY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 202_, BY _____ AS AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE COMPANY.

WITNESS MY HAND AND SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:
_____

_____
ADDRESS
_____

DEVELOPER:

CVR PA3A LLC
8031 S. HOMESTEADER DRIVE
MORRISON, CO 80465
CONTACT: GREGORY W. BROWN
PHONE: (303) 870-6300

ENGINEER

LEGACY CONSULTING ENGINEERS
1453 E FREMONT CIR N
CENTENNIAL, CO 80122
CONTACT: JAMES J. MILL
PHONE: (720) 318-8862

PLANNER

HENRY DESIGN GROUP
1501 WAZEE STREET SUITE 1-C
DENVER, CO 80202
CONTACT: KAREN HENRY
PHONE: (303) 446-2368

SURVEYOR

EMK CONSULTANTS
7006 SOUTH ALTON WAY, BLDG F
CENTENNIAL, CO 80112.2019
CONTACT: STEVE HARDING
PHONE: (303) 694-1520

LANDSCAPE ARCHITECT:

HENRY DESIGN GROUP
1501 WAZEE STREET SUITE 1-C
DENVER, CO 80202
CONTACT: KAREN HENRY
PHONE: (303) 446-2368

LEGEND SYMBOLS:

- Access Points — Allows for Potential Entry Monumentation(s) on all corners of Intersection. (Subject to Modification during Platting)
- Potential Connections Between Planning Areas
- Planned Bike / Pedestrian Trail - Primary (Min. 8' concrete trails to be owned & maintained by the Town of Castle Rock)
- Planned Bike / Pedestrian Trail - Secondary (To be owned & maintained by the HOA or Metro District)
- Entry Monumentation Locations
- Possible Well Locations
- Red Zone Storage Tank Site
- Minor Skyline Area
- **Not part of this PD Amendment**

Sheet Index
Sheet 1 of 3: Title Sheet
Sheet 2 of 3: PD Plan
Sheet 3 of 3: PD Zoning Regulations

CVR

Legacy Consulting Engineers

Crystal Valley Ranch
Planned Development, Amendment No. 7
Town Project No. PDP 25-0007

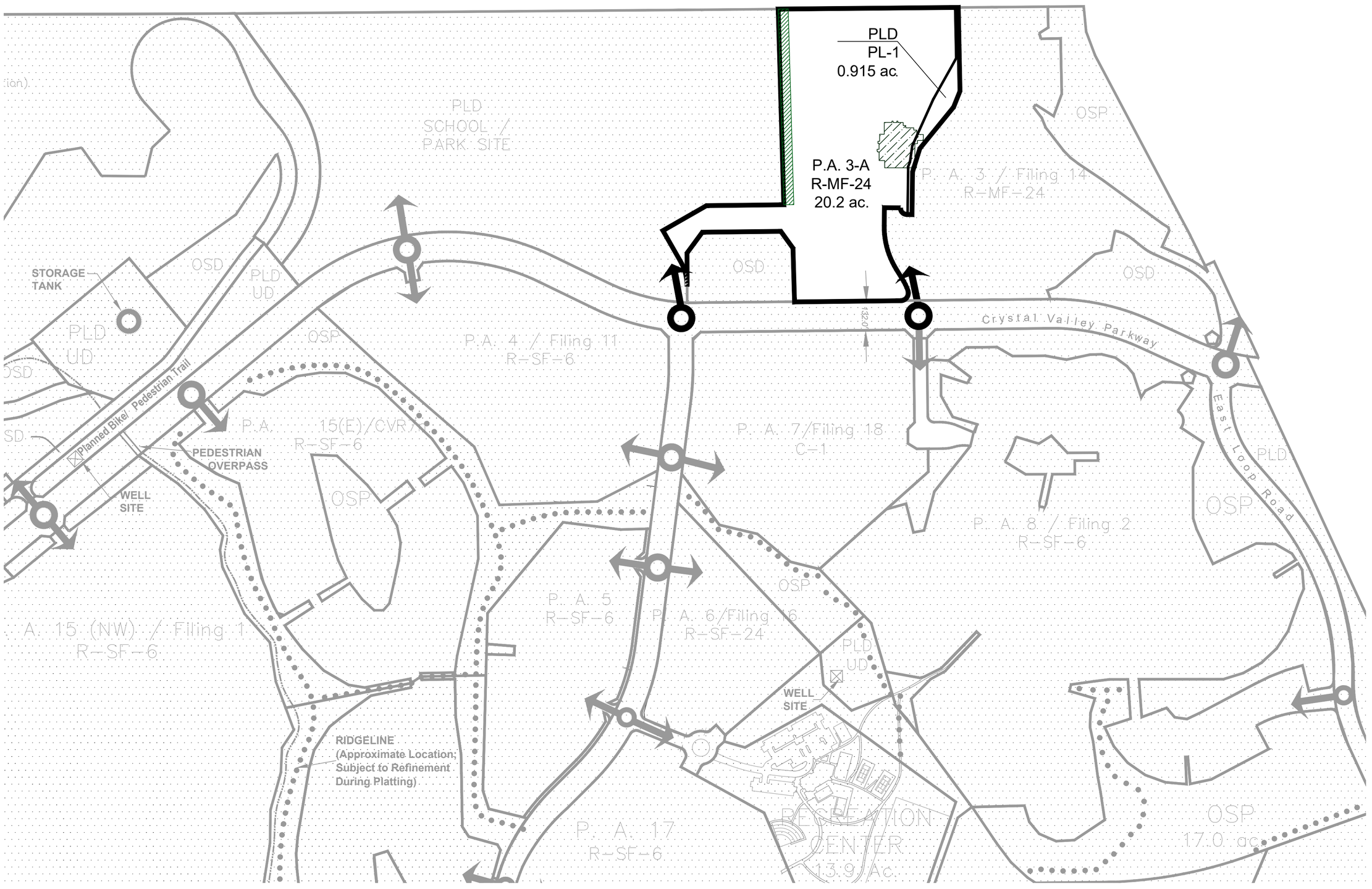
PD Plan and Zoning Regulations

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CRYSTAL VALLEY RANCH

Planned Development, Amendment No. 7

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 8 SOUTH RANGE 67 WEST OF THE 6TH PRINICIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.



Crystal Valley Ranch (CVR) Zoning Comparison and Site Utilization Table						
Zoning	**CVR PD and Zoning 2001**	**CVR PD Amd. 3 2007**	**CVR PD Amd. 4 2012**	**CVR PD Amd. 5 2018**	**CVR PD Amd. 6 2018**	**CVR PD Amd. 7 2025 (Proposed)**
Residential Use Classifications	**Acres / # of Units**					
R-SF-6	781.1 ac. / 2,150	881 ac. / 2,564	845.6 ac / 2,564			
R-TH-12	74 ac. / 592	20.3 ac. / 158				
R-MF-24	45.8 ac. / 733	86.6 ac. / 753		86.6 ac. / 701*	93.3 ac.** / 701	
Total Units	3,475			3,423		
Gross Density						
R-SF-6	1.0 to 6.0 Dwelling Units per Acre					
R-TH-12	6.0 to 12.0 Dwelling Units per Acre					
R-MF-24	12.0 to 24.0 Dwelling Units per Acre					
Site Utilization (Commerial and ROW excluded)						
Total PD Acreage	1,456 ac.	1,499 ac.***				
Public Land (PLD)	131 ac.	128.6 ac.				
Public Open Space	106 ac.	206 ac.*****				
Private Open Space	202 ac.	152 ac.****	108 ac.*****			

*Planning Area 4 was reduced by 52 units.
**Commercial acreage was decreased by 6.7 acres.
***Planning Areas 3 and 3-A, plus a portion of PLD were annexed and zoned under CVR PD Amendment 3.
****Planned golf course and club were removed from the development plan.
***** The CVR Butte (former clubhouse area) was rezoned from private open space to public open space.

LEGEND SYMBOLS:

- Access Points — Allows for Potential Entry Monumentation(s) on all corners of Intersection. (Subject to Modification during Platting)
- Potential Connections Between Planning Areas
- Planned Bike / Pedestrian Trail - Primary — (Min. 8' concrete trails to be owned & maintained by the Town of Castle Rock)
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- Entry Monumentation Locations
- Possible Well Locations
- Red Zone Storage Tank Site
- Minor Skyline Area
- **Not part of this PD Amendment**

NORTH

0 1500 3000 6000

SCALE: 1"=3000'

Sheet Index
Sheet 1 of 3: Title Sheet
Sheet 2 of 3: PD Plan
Sheet 3 of 3: PD Zoning Regulations

CVR

Legacy Consulting Engineers

Crystal Valley Ranch
Planned Development, Amendment No. 7
Town Project No. PDP 25-0007

PD Plan and Zoning Regulations

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CRYSTAL VALLEY RANCH

Planned Development, Amendment No. 7

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 8 SOUTH RANGE 67 WEST OF THE 6TH PRINICIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

PD ZONING REGULATIONS
SECTION 1 | PURPOSE

THE PURPOSE OF THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT, AMENDMENT NO. 7 AND ZONING REGULATIONS CONTAINED HEREIN IS TO ESTABLISH USES AND STANDARDS FOR DEVELOPMENT AND IMPROVEMENT OF THE PROPERTY.

SECTION 2 | GENERAL PROVISIONS

1. **ADOPTION**
THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN (PDP) AND ZONING REGULATIONS, AMENDMENT NO. 7 HAVE BEEN ADOPTED BY THE TOWN COUNCIL BY ORDINANCE NO._____, ON THE 20TH DAY OF JANUARY, 2026, AND HAVE BEEN INCORPORATED HEREIN; PURSUANT TO SECTION 17.32 OF TITLE 17 OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE, AFTER APPROPRIATE PUBLIC NOTICE AND HEARINGS.

2. **APPLICABILITY**
THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS, AMENDMENT NO. 7 SHALL RUN WITH THE LAND AND BIND OWNERS OF RECORD AND SUCCESSORS IN INTEREST TO THE PROPERTY.

3. **MAXIMUM LEVEL OF DEVELOPMENT**
THE TOTAL NUMBER OF DWELLING UNITS WITHIN THE ESTABLISHED PLANNING AREAS ARE THE MAXIMUM ALLOWED FOR PLATTING AND DEVELOPMENT. THE ACTUAL NUMBER OF DWELLING UNITS WILL BE DETERMINED WITH THE APPROVAL OF THE SITE DEVELOPMENT PLAN.

4. **RELATIONSHIP TO THE TOWN OF CASTLE ROCK REGULATIONS**
THE PROVISIONS OF THESE PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THE CRYSTAL VALLEY RANCH PD, AMENDMENT NO. 7, PROVIDED HOWEVER THAT WHERE THE PROVISIONS OF THIS PD DO NOT ADDRESS A PARTICULAR SUBJECT, THE RELEVANT PROVISIONS OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE (CODE), AS AMENDED, SHALL BE APPLICABLE. THE TOWN CODE AND REGULATIONS SHALL GOVERN AND CONTROL OVER ANY CONFLICTING PROVISIONS IN THE PD ZONING REGULATIONS.

5. **RELATIONSHIP TO PREVIOUS PLANNED DEVELOPMENT PLANS AND ZONING REGULATIONS**
THIS PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS SUPERSEDES ANY OTHER PREVIOUSLY ADOPTED REGULATIONS FOR THE PROPERTY IDENTIFIED BY THE LEGAL DESCRIPTION HEREIN.

6. **DEVELOPMENT AGREEMENT**
UPDATE DEVELOPMENT AGREEMENT TEXT WITH: IN ADDITION TO THESE REGULATIONS, CERTAIN PROVISIONS OF THE DEVELOPMENT OF THIS PD ARE CONTROLLED BY THE CRYSTAL VALLEY RANCH SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND THE PD PROPERTY OWNERS ADOPTED BY THE TOWN OF CASTLE ROCK ON THE 21ST DAY OF FEBRUARY, 2012 , AND RECORDED UNDER RECEPTION NO. 2012013156 ON THE 24TH DAY OF FEBRUARY, 2012. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THESE PD ZONING REGULATIONS AND THE DEVELOPMENT AGREEMENT, THE DEVELOPMENT AGREEMENT SHALL CONTROL.

SECTION 3 | DEFINITIONS

1. APARTMENT UNITS
DWELLING UNITS WHICH ARE NOT INDIVIDUALLY OWNED BUT RENTED OR LEASED TO THE OCCUPANTS THEREOF.

2. ATTACHED DWELLING UNITS
DWELLING UNITS WHICH ARE PHYSICALLY CONNECTED TO OTHER DWELLING UNITS. AS USED HEREIN, THE TERM ATTACHED DWELLING UNITS SHALL INCLUDE, BUT NOT BE LIMITED TO, APARTMENTS, CONDOMINIUMS, AND TOWNHOMES.

3. BUILDING GROUND COVERAGE
THAT PORTION OF THE GROUND COVERED BY STRUCTURES HAVING A FLOOR, WALLS AND FULLY ENCLOSED ROOF. BUILDING GROUND COVERAGE SHALL NOT INCLUDE UNENCLOSED PATIOS, DECKS, OR PATIO DECKS, TENNIS COURTS, SWIMMING POOLS, SURFACE/UNDERGROUND/PARTIALLY UNDERGROUND PARKING AREAS (PROVIDED SUCH PARTIALLY UNDERGROUND PARKING AREAS SHALL NOT PROTRUDE MORE THAN SIX (6) FEET ABOVE THE AVERAGE SURROUND GRADE), ROADWAYS, BIKE PATHS, OR PEDESTRIAN WAYS OR SUCH OTHER USES NOT MEETING THE DEFINITION ABOVE.

4. BUILDING SETBACK
THE HORIZONTAL DISTANCE BETWEEN A PLATTED LOT LINE AND A BUILDING OR STRUCTURE. THIS DISTANCE DOES NOT INCLUDE THE PROJECTIONS OF EAVES, OVERHANGS, FIREPLACES, PATIOS, DECKS, FIRE ESCAPES, MECHANICAL UNITS, OR SIMILAR ARCHITECTURAL APPURTENANCES, EXCEPT THAT NO SUCH PROJECTION SHALL EXTEND BEYOND ANY LOT LINE OF THE LOT ON WHICH THEY ARE LOCATED. IN INSTANCES WHERE BUFFER AREAS ARE PROVIDED, THE WIDTH OR DEPTH OF ANY SUCH BUFFER AREA MAY BE SUBTRACTED FROM THE REQUIRED SETBACK TO EITHER REDUCE OR ELIMINATE SUCH SETBACK.

5. BUILDING HEIGHT
THE VERTICAL DISTANCE FROM THE AVERAGE FINISHED GRADE (NOT INCLUDING BERMING OR GRADING FOR THE PURPOSE OF PERMITTING A HIGHER BUILDING) SURROUNDING THE STRUCTURE TO THE UPPERMOST POINT OF THE ROOF STRUCTURE. CHIMNEYS, VENTILATORS, ELEVATOR HOUSINGS, SKYLIGHTS, SOLAR COLLECTORS, AIR CONDITIONING AND HEATING UNITS, ANTENNAS AND NECESSARY MECHANICAL APPURTENANCES USUALLY CONSTRUCTED ABOVE THE ROOF LEVEL ARE NOT TO BE CONSIDERED IN DETERMINING BUILDING HEIGHT.

6. COMMUNITY RECREATIONAL FACILITIES
INDOOR OR OUTDOOR STRUCTURES OR AREAS FOR COMMUNITY RECREATION TO INCLUDE, BUT NOT LIMITED TO SWIMMING POOLS, TENNIS COURTS, FACILITIES FOR OTHER INDOOR OR OUTDOOR RECREATIONAL ACTIVITIES TOGETHER WITH INCIDENTAL RESTAURANTS, LOUNGES, SHOPS AND PERSONAL SERVICE ESTABLISHMENTS.

7. CONDOMINIUM UNITS
DWELLING UNITS IN WHICH INDIVIDUAL OWNERSHIP IS LIMITED TO FINITE SPACE (AIR SPACE) WITHIN A STRUCTURE. CONDOMINIUM UNIT OWNERS WILL NOT INDIVIDUALLY OWN LAND BENEATH SUCH UNITS. ALL COMMON ELEMENTS OF FACILITIES, INCLUDING THE LAND, ARE OWNED IN UNDIVIDED INTEREST, IN COMMON, BY ALL INDIVIDUAL UNIT OWNERS.

8. DETACHED DWELLING UNITS
DWELLING UNITS THAT ARE NOT PHYSICALLY CONNECTED TO OTHER DWELLING UNITS. AS USED HEREIN, THE TERM DETACHED DWELLING UNIT SHALL INCLUDE, BUT NOT BE LIMITED TO, SINGLE FAMILY UNITS AND PATIO HOMES.

9. DEVELOPER, CVR PA3A LLC, OR ITS SUCCESSORS OR ASSIGNS AS DEVELOPER.

10. MOTHER-IN-LAW OR NANNY UNIT
A DWELLING UNIT ASSOCIATED WITH THE MAIN DWELLING UNIT THAT IS INTEGRATED IN THE OVERALL DESIGN OF THE MAIN STRUCTURE BUT MAY HAVE A SEPARATE ENTRY AND KITCHEN FACILITY. THE UNIT MUST BE ATTACHED TO THE MAIN HOME OR THE DETACHED GARAGE, EXCEPT FOR THOSE UNITS THAT ARE IN THE FIRST TIER OF LOTS CLOSE TO THE RIDGELINE, WHERE THE UNIT MUST BE WITHIN THE MAIN STRUCTURE OR THE ATTACHED GARAGE. SEPARATE ADDRESSING OF UTILITY TAPS IS NOT PERMITTED. ONE ADDITIONAL PARKING SPACE SHALL BE PROVIDED ON THE LOT FOR THE NANNY UNIT. THE DESIGN OF THE STRUCTURE SHALL ACCOMMODATE A FIRE WALL BETWEEN THE MAIN HOME AND NANNY UNIT, IF A SEPARATE ENTRY IS PROPOSED.

11. OFF-STREET PARKING
PARKING LOCATED IN AREAS OTHER THAN ON PUBLIC STREETS, OR PRIVATE STREETS THAT ARE UTILIZED BY MORE THAN ONE DWELLING UNIT. SUCH OFF-STREET PARKING MAY BE EITHER ENCLOSED OR UNENCLOSED.

12. OPEN SPACE, PRIVATE
SPACE SUITABLE FOR LANDSCAPING, PASSIVE AND/OR ACTIVE RECREATION, GOLF COURSES, GARDENS, VIEW PROTECTIONS AND ENHANCEMENT, AND/OR OTHER APPROPRIATE SIMILAR USES, THAT ARE TO REMAIN IN PRIVATE OWNERSHIP.

13. PATIO HOME UNITS
SINGLE FAMILY UNITS CLUSTERED IN CLOSE PROXIMITY TO EACH OTHER THAT MAY OR MAY NOT HAVE ZERO LOT LINE SETBACKS. COMMON UNDIVIDED OWNERSHIP OF ELEMENTS OR FACILITIES THAT ARE LOCATED IN AREAS OTHER THAN THE LOTS SURROUNDING SUCH UNITS IS PERMITTED.

14. SINGLE FAMILY UNITS
DWELLING UNITS NOT SHARING COMMON WALLS. SINGLE FAMILY UNIT OWNERS WILL OWN THE LAND BENEATH SUCH UNITS AND ON THE LOT THAT THE UNIT IS CONSTRUCTED ON. COMMON UNDIVIDED OWNERSHIP OF ELEMENTS OR FACILITIES LOCATED IN AREAS OTHER THAN THE LOTS SURROUNDING SUCH UNITS IS PERMITTED.

15. TEMPORARY SALES OFFICE, MODEL UNITS AND CONSTRUCTION TRAILERS
TEMPORARY SALES OFFICES AND CONSTRUCTION TRAILERS MAY BE MANUFACTURED OR PORTABLE STRUCTURES PLACED ON A DEVELOPMENT SITE FOR THE DURATION OF THE CONSTRUCTION OR SALES PERIOD OF THE PROJECT. THE TEMPORARY UNIT WILL BE REMOVED FROM THE SITE AFTER CONSTRUCTION AND SALES ARE COMPLETE. MODEL UNITS ARE PERMANENT HOUSING UNITS USED FOR PRODUCT DISPLAY DURING THE SALES AND CONSTRUCTION PERIODS AND ARE ULTIMATELY FOR-SALE UNITS.

16. TOWNHOME UNITS
DWELLING UNITS THAT SHARE COMMON VERTICAL WALLS OR ABUTTING WALLS. TOWNHOME UNIT OWNERS WILL OWN THE LAND BENEATH SUCH UNITS AND MAY OWN THE LAND SURROUNDING SUCH UNITS. COMMON, UNDIVIDED OWNERSHIP OF CERTAIN COMMON ELEMENTS AND FACILITIES IS PERMITTED.

SECTION 4 | CONTROL PROVISIONS

1. PLANNING AREA BOUNDARIES
THERE SHALL BE LIMITED FLEXIBILITY IN DETERMINING THE EXACT LOCATION OF PLANNING AREA BOUNDARIES AS DEPICTED ON THE PLANNED DEVELOPMENT PLAN DUE TO THE SCALE OF THE DRAWINGS AND THE DIAGRAMMATIC DEPICTIONS. HOWEVER, A FIFTEEN PERCENT (15%) CHANGE OR ADJUSTMENT TO THE PLANNING AREA BOUNDARIES, AS QUANTIFIED BY ACREAGE, MAY BE MADE WITH THE SITE DEVELOPMENT PLAN AND PLAT.

2. ROAD ALIGNMENTS
THE PD PLAN DEPICTS GENERAL LOCATIONS OF ROADWAYS. FINAL ROADWAY ALIGNMENTS ARE SUBJECT TO DETAILED ENGINEERING DESIGN AND WILL BE DETERMINED AT THE TIME OF THE SITE DEVELOPMENT PLAN AND PLAT.

SECTION 5 | OVERALL PROJECT STANDARDS

THE STANDARD ZONING REQUIREMENTS OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE, INCLUDING OFF-STREET PARKING, LANDSCAPING, SITE DEVELOPMENT, ACCESSORY AND TEMPORARY USES, AND USE BY SPECIAL REVIEW AND VARIANCE PROCESSES SHALL APPLY TO THIS PD, EXCEPT AS MODIFIED BY THE FOLLOWING.

1. PARKING
OFF-STREET PARKING IS REQUIRED FOR ALL LAND USES. EXCEPT AS SPECIFIED HEREIN, THE NUMBER AND SIZE OF ALL REQUIRED PARKING SPACES ARE TO BE IN CONFORMANCE WITH THE APPLICABLE CHAPTERS OF TOWN OF CASTLE ROCK MUNICIPAL CODE ESTABLISHED AT THE TIME OF THE SITE DEVELOPMENT PLAN APPROVAL.

2. BUILDING ENVELOPES
THE FOLLOWING STANDARDS APPLY TO ANY PLANNING AREA PLATTED AT A GROSS DENSITY THAT IS LOWER THAN TWO DWELLING UNITS PER ACRE (DU/AC).

a. DEVELOPMENT ON LOTS WITHIN THE AREAS DESIGNATED ABOVE SHALL BE RESTRICTED TO THE CONFINES OF A DESCRIBED BUILDING ENVELOPE OR CENTROID. BUILDING ENVELOPES SHALL BE DESCRIBED TO THE SIZE AND DIMENSIONS TO BE ESTABLISHED WITH SITE DEVELOPMENT PLAN.

b. BUILDING ENVELOPES OR CENTROIDS FOR SINGLE FAMILY DETACHED RESIDENCES, INCLUDE PATIO AND CLUSTER HOMES, SHALL INCLUDE ALL CLEARING, GRADING, CONSTRUCTION, INTRODUCED IRRIGATED LANDSCAPING AND IMPERVIOUS SURFACES, WITH THE EXCEPTION OF DRIVEWAYS OF INGRESS/EGRESS AND UTILITY CONNECTIONS.

3. STREET STANDARDS
IN CERTAIN PLANNING AREAS, STREET GRADES MAY EXCEED THE TOWN'S MAXIMUM ALLOWABLE GRADES. THE DEVELOPER IS REQUIRED TO SUBMIT A TECHNICAL CRITERIA VARIANCE REQUEST TO THE TOWN TO EXCEED THE MAXIMUM ALLOWABLE GRADES.

4. LIGHTING
THE LIGHTING RESTRICTIONS IMPOSED BY THE SKYLINE/RIDGELINE PROTECTION ORDINANCE SHALL APPLY TO ALL AREAS REGULATED BY SECTION 17.58 OF THE MUNICIPAL CODE AND TO ANY PLANNING AREA PLATTED AT A DENSITY LOWER THAN TWO DWELLING UNITS PER ACRE.

5. TEMPORARY USES
CONSTRUCTION OFFICES AND MATERIAL STORAGE SHALL BE PERMITTED IN ALL AREAS DURING AND FOR A PERIOD OF THIRTY (30) DAYS AFTER CESSATION OF CONSTRUCTION IN THOSE AREAS BEING SERVED BY SUCH OFFICE OR STORAGE AREA.

6. ADDITIONAL DESIGN STANDARDS
ADDITIONAL STANDARDS REGULATING MATERIALS, COLORS AND ARCHITECTURAL CONTROL COVENANTS WILL BE INCLUDED WITH THE SITE DEVELOPMENT PLAN.

7. FENCING

a. LOTS ADJACENT TO OPEN SPACE, PUBLIC OR PRIVATE, ARE REQUIRED TO BE LOW FENCE LOTS, WITH PERIMETER FENCES LIMITED TO A MAXIMUM HEIGHT OF FOUR (4) FEET AND A MINIMUM LEVEL OF TRANSPARENCY SUCH AS SPLIT RAIL OR OPEN RAIL.
b. IN PLANNING AREAS PLATTED AT A DENSITY LOWER THAN TWO DWELLING UNITS PER ACRE, PRIVACY FENCES ARE LIMITED TO AREAS AROUND PATIOS OR AREAS OF IMPROVED LAWNS. PRIVACY FENCES MAY NOT EXTEND BEYOND THE BUILDING ENVELOPES OR CENTROIDS.
c. ADDITIONAL FENCING GUIDELINES AND STANDARDS MAY BE PROVIDED IN FUTURE CODES, COVENANTS, CONTRACTS AND/OR EASEMENTS.

8. BUFFER AREAS
NON-RESIDENTIAL USE AREAS WITH THE CRYSTAL VALLEY PLANNED DEVELOPMENT (PD), AS AMENDED, THAT ABUT RESIDENTIAL USES OUTSIDE OF THE PD, MAY ESTABLISH A TWENTY-FIVE (25) PRIVATE OPEN SPACE EASEMENT. SUCH OPEN SPACE EASEMENT MUST BE KEPT FREE OF BUILDINGS OR STRUCTURES AND MUST BE LANDSCAPED, SCREENED OR PROTECTED BY NATURAL FEATURES, SO ADVERSE EFFECT ON THE ABUTTING AREAS IS MINIMIZED.

9. LANDSCAPING
LANDSCAPE DESIGN REGULATIONS MAY BE PROVIDED IN FUTURE CODES, COVENANTS, CONTRACTS AND/OR EASEMENTS THAT WILL REQUIRE EFFICIENT WATER DEMAND LANDSCAPE. ABSENT SUCH DESIGN REGULATIONS THE TOWN OF CASTLE ROCK LANDSCAPE AND IRRIGATIONS DESIGN CRITERIA SHALL APPLY.

10. ACCESSORY STRUCTURES
ACCESSORY STRUCTURES ARE PERMITTED, SUBJECT TO THE PLANNING AREA DEVELOPMENT REGULATIONS CONTAINED HEREIN.

11. COMPLIANCE WITH SKYLINE/RIDGELINE PROTECTION REGULATIONS
ALL AREAS WITHIN THE CRYSTAL VALLEY PD, AMENDMENT NO. 7 IDENTIFIED WITHIN THE SKYLINE/RIDGELINE PROTECTION AREAS AS SHOWN ON THE SKYLINE/RIDGELINE MAP SHALL COMPLY WITH THE REGULATIONS ESTABLISHED IN THE MUNICIPAL CODE CHAPTER 17.48, AS AMENDED.

SECTION 6 | RESIDENTIAL PLANNING AREA R-SF-6

1. PERMITTED USES
a. ATTACHED OR DETACHED DWELLING UNITS, GARAGES, ACCESSORY STRUCTURES
b. INDOOR OR OUTDOOR COMMUNITY RECREATIONAL FACILITIES
c. HOME OCCUPATIONS
d. MOTHER-IN-LAW OR NANNY UNITS
e. PARKS, PLAYGROUNDS AND PICNIC AREAS
f. PUBLIC BUILDINGS INCLUDING, BUT NOT LIMITED TO, FIRE AND POLICE STATIONS
g. PUBLIC SCHOOLS
h. SWIMMING POOLS AND SPAS
i. PRIVATE TENNIS
j. SMALL IN-HOME DAY CARE, SUBJECT TO THE LICENSING REQUIREMENTS OF THE STATE OF COLORADO

2. USES BY SPECIAL REVIEW
a. RELIGIOUS FACILITIES
b. PRIVATE SCHOOLS
c. LARGE DAY CARE FACILITIES
d. EQUESTRIAN TRAILS

3. ACCESSORY USES
a. SATELLITE DISH (18" OR SMALLER)
b. TRAILS; PEDESTRIAN AND BICYCLE
c. KEEPING OF PETS
d. STORAGE SHED; 120 SQUARE FEET MAXIMUM AND SUBJECT TO ARCHITECTURAL AND MAINTENANCE CONTROLS AND COVENANTS

4. DEVELOPMENT STANDARDS
a. MAXIMUM AVERAGE DENSITY OF SIX (6) DWELLING UNITS PER ACRE WITHIN EACH PLANNING AREA
b. MAXIMUM BUILDING HEIGHT - 35 FEET
c. SETBACKS - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
d. MINIMUM LOT AREA - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN

SECTION 7 | RESIDENTIAL PLANNING AREA R-TH-12

1. PERMITTED USES
a. ANY USE PERMITTED IN THE R-SF-6 PLANNING AREA
b. MULTI-FAMILY DWELLING UNITS TO INCLUDE, BUT NOT LIMITED TO, APARTMENTS, CONDOMINIUMS, PATIO HOMES AND TOWNHOMES

2. USES BY SPECIAL REVIEW
a. ANY USE PERMITTED BY SPECIAL REVIEW IN R-SF-6
b. BED AND BREAKFAST INN

3. ACCESSORY USES
a. SATELLITE DISH (18" OR SMALLER)
b. TRAILS; PEDESTRIAN AND BICYCLE
c. KEEPING OF PETS
d. STORAGE SHED; 100 SQUARE FEET MAXIMUM AND SUBJECT TO ARCHITECTURAL AND MAINTENANCE CONTROLS AND COVENANTS

4. DEVELOPMENT STANDARDS
a. MAXIMUM AVERAGE DENSITY OF TWELVE (12) DWELLING UNITS PER ACRE WITHIN EACH PLANNING AREA
b. MAXIMUM BUILDING HEIGHT - 45 FEET
c. SETBACKS - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
d. MINIMUM LOT AREA - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
e. MAXIMUM BUILDING COVERAGE - 40%

SECTION 8 | RESIDENTIAL PLANNING AREA R-MF-24

1. PERMITTED USES
a. ANY USE PERMITTED IN THE R-TH-12 PLANNING AREA
b. BED AND BREAKFAST INN

2. USES BY SPECIAL REVIEW
a. ANY USE PERMITTED BY SPECIAL REVIEW IN R-TH-12

3. ACCESSORY USES
a. SATELLITE DISH (18" OR SMALLER)
b. TRAILS; PEDESTRIAN AND BICYCLE
c. KEEPING OF PETS

4. DEVELOPMENT STANDARDS
a. MAXIMUM AVERAGE DENSITY OF TWENTY-FOUR (24) DWELLING UNITS PER ACRE WITHIN EACH PLANNING AREA
b. MAXIMUM BUILDING HEIGHT - 50 FEET
c. SETBACKS - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
d. MINIMUM LOT AREA - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
e. MAXIMUM BUILDING COVERAGE - 40%

SECTION 9 | PRIVATE OPEN SPACE OSP

1. PERMITTED USES
a. OPEN SPACE
b. GOLF COURSES
c. PARKS, PLAYGROUNDS AND PICNIC AREAS, EXCLUDING CAMPING OR OVERNIGHT PARKING
d. PUBLIC OR PRIVATE MEMBERSHIP CLUBS AND HEALTH CLUBS, INCLUDING INCIDENTAL SHOPS, PERSONAL SERVICE ESTABLISHMENTS, RESTAURANTS AND LOUNGES.
e. COMMUNITY CENTERS
f. COMMUNITY RECREATION FACILITIES
g. IRRIGATION WATER STORAGE FACILITIES

2. USES BY SPECIAL REVIEW
a. EQUESTRIAN TRAILS

3. ACCESSORY USES
a. TRAILS; PEDESTRIAN AND BICYCLE
b. PARKING

4. DEVELOPMENT STANDARDS
a. MAXIMUM BUILDING HEIGHT - 50 FEET
b. SETBACKS - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN

SECTION 10 | PUBLIC LAND DEDICATION PLD

1. PERMITTED USES
a. OPEN SPACE
b. GOLF COURSES
c. PARKS, PLAYGROUNDS AND PICNIC AREAS, EXCLUDING CAMPING OR OVERNIGHT PARKING
d. PUBLIC SCHOOLS, SCHOOL GROUNDS AND PLAYING FIELDS
e. COMMUNITY CENTERS
f. COMMUNITY RECREATION FACILITIES
g. PUBLIC BUILDINGS INCLUDING, BUT NOT LIMITED TO, LIBRARIES, FIRE AND POLICE STATIONS
h. SUCH OTHER PUBLIC USES NOT INCONSISTENT WITH THE NATURE OF THE SURROUNDING PLANNING AREAS, AS MAY BE PERMITTED BY THE TOWN OF CASTLE ROCK
i. IRRIGATION WATER STORAGE FACILITIES

2. USES BY SPECIAL REVIEW
a. EQUESTRIAN TRAILS

3. ACCESSORY USES
a. TRAILS; PEDESTRIAN AND BICYCLE
b. PARKING

4. DEVELOPMENT STANDARDS
a. MAXIMUM BUILDING HEIGHT - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA, EXCEPT FOR SCHOOL GYMNASIUMS THAT ARE LIMITED TO 45 FEET.
b. SETBACKS - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA.

SECTION 11 | DEDICATED OPEN SPACE

1. PERMITTED USES
a. OPEN SPACE
b. GOLF COURSES
c. PARKS, PLAYGROUNDS AND PICNIC AREAS, EXCLUDING CAMPING OR OVERNIGHT PARKING
d. PUBLIC SCHOOLS, SCHOOL GROUNDS AND PLAYING FIELDS
e. COMMUNITY CENTERS
f. COMMUNITY RECREATION FACILITIES
g. PUBLIC BUILDINGS INCLUDING, BUT NOT LIMITED TO, LIBRARIES, FIRE AND POLICE STATIONS
h. SUCH OTHER PUBLIC USES NOT INCONSISTENT WITH THE NATURE OF THE SURROUNDING PLANNING AREAS, AS MAY BE PERMITTED BY THE TOWN OF CASTLE ROCK
i. IRRIGATION WATER STORAGE FACILITIES

2. USES BY SPECIAL REVIEW
a. EQUESTRIAN TRAILS

3. ACCESSORY USES
a. TRAILS; PEDESTRIAN AND BICYCLE
b. PARKING

4. DEVELOPMENT STANDARDS
a. MAXIMUM BUILDING HEIGHT - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA, EXCEPT FOR SCHOOL GYMNASIUMS THAT ARE LIMITED TO 45 FEET.
b. SETBACKS - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA.

SECTION 12 | ACCESSORY USES

1. PERMITTED USES
a. ROADWAYS, BIKE PATHS, PEDESTRIAN TRAILS
b. FENCES AND WALLS
c. SOLAR COLLECTION DEVICES
d. PATIO/GAZEBO
e. FACILITIES FOR THE ACQUISITION, TREATMENT AND STORAGE OF WATER
f. FACILITIES FOR THE COLLECTION, TREATMENT AND DISPOSAL OF SEWAGE
g. FACILITIES FOR THE COLLECTION, TREATMENT AND DISPOSAL OF REUSE WATER
h. DRAINAGE STRUCTURES
i. OPEN SPACE AND PONDS TO INCLUDE STORM WATER DETENTION AREAS
j. UNDERGROUND UTILITY AND COMMUNICATION DISTRIBUTION LINES, PROVIDED THAT NO PUBLIC OFFICES AND REPAIR OR STORAGE FACILITIES ARE MAINTAINED ON THE SITE.

2. USES BY SPECIAL REVIEW
a. ELECTRIC SUBSTATIONS AND GAS REGULATOR STATIONS

3. DEVELOPMENT STANDARDS
a. MAXIMUM BUILDING HEIGHT - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA, EXCEPT FOR SCHOOL GYMNASIUMS THAT ARE LIMITED TO 45 FEET.
b. SETBACKS - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA.

SECTION 13 | SUBMISSION OF SITE DEVELOPMENT PLANS AND PLATS

1. FOLLOWING THE APPROVAL OF THIS PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS, OWNERS OF THE PD PROPERTY SHALL PRESENT A SITE DEVELOPMENT PLAN FOR ALL OR ANY PORTION OF THE PLANNING AREAS AS THEY ARE READY FOR DEVELOPMENT.

2. NO STRUCTURAL BUILDING PERMIT WILL BE ISSUED UNTIL A SITE DEVELOPMENT PLAN FOR SUCH PLANNING AREA HAS BEEN APPROVED.

3. IF THE SUBDIVISION REGULATIONS OF THE TOWN OF CASTLE ROCK REQUIRE APPROVAL OF A PLAT BY TOWN COUNCIL PRIOR TO SALE OR TRANSFER OF THE PROPERTY, IN WHOLE OR IN PART, IS PERMITTED WITHOUT PRIOR APPROVAL OF A SITE DEVELOPMENT PLAN, PROVIDED THE PLAT HAS BEEN APPROVED AND CONTAINS THE FOLLOWING LANGUAGE.

"PURSUANT TO THE TOWN OF CASTLE ROCK ORDINANCE NO. 83-16, NO BUILDING PERMIT WILL BE ISSUED FOR THE ERECTION OF ANY STRUCTURAL IMPROVEMENT IN ANY AREA DESCRIBED HEREON FOR WITH A SITE DEVELOPMENT PLAN HAS NOT BEEN APPROVED BY THE TOWN OF CASTLE ROCK TOWN COUNCIL."

SECTION 14 | TRANSITIONAL USE

1. AFTER APPROVAL OF THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS, AMENDMENT NO. 7 INCORPORATED HEREIN BY REFERENCE, ANY PORTION OR PORTIONS OF THE PROPERTY DESCRIBED ABOVE THAT HAS NOT BEEN SUBJECT TO AN APPROVED SITE DEVELOPMENT PLAN AND PLAT, MAY BE USED FOR AGRICULTURAL PURPOSES UNTIL APPROVAL OF THE SITE DEVELOPMENT PLAN AND PLAT FOR THE SUBJECT PROPERTY. AGRICULTURAL USES, FOR THE PURPOSE OF THIS SECTION, SHALL MEAN FARMING, RANCHING, GRAZING, GARDENING, BUILDINGS AND OUT-BUILDINGS PERTAINING THERETO. IT SHALL NOT BE DEEMED TO INCLUDE COMMERCIAL FEED YARDS, COMMERCIAL POULTRY OR PIG FARMS, FUR FARMS OR KENNELS.

2. ANY ACTIVITY PERMITTED BY THIS SECTION SHALL BE CONSIDERED TO BE A VALID PRE-EXISTING NON-CONFORMING USE WITHIN THE AREA DESCRIBED ABOVE UNTIL APPROVAL OF A SITE DEVELOPMENT PLAN OR PLAT FOR THE SUBJECT AREA.

3. SUCH TRANSITIONAL USE AREAS SHALL BE CLOSED TO VEHICULAR TRAFFIC AND OFF-ROAD RECREATIONAL MOTOR VEHICLES, EXCEPT FOR AGRICULTURAL VEHICLES AND IMPLEMENTS, EMERGENCY VEHICLES, VEHICLES ENGAGED IN UTILITY AND OTHER MAINTENANCE WORK, AND DESIGNEES OF THE DEVELOPER.

Sheet Index
Sheet 1 of 3: Title Sheet
Sheet 2 of 3: PD Plan
Sheet 3 of 3: PD Zoning Regulations

CVR

Legacy Consulting Engineers

Crystal Valley Ranch
Planned Development, Amendment No. 7
Town Project No. PDP 25-0007

PD Plan and Zoning Regulations

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RESOLUTION NO. 2025-139

A RESOLUTION AUTHORIZING THE CONVEYANCE OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING 14, FROM THE TOWN OF CASTLE ROCK TO CVR PA3A LLC AND THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING CONCERNING THE DEVELOPMENT OF SUCH PROPERTY BETWEEN THE TOWN AND CVR PA3A LLC

WHEREAS, on February 27, 2007, the Town Council (the "Town Council") of the Town of Castle Rock (the "Town") adopted Ordinance No. 2006-59 approving Major Amendment No. 3 to the Crystal Valley Ranch Preliminary Planned Development Site Plan (the "2007 Site Plan") and the Amended and Restated Development Agreement (the "2007 Agreement") with Maple Grove Land LP, Richard A. Putnam, Wayne E. Brown Family LLC, Crystal Valley Ranch Development Co, LLC, Crystal Valley Ranch Master Association, Inc., and Crystal Valley Metropolitan District No. 1 (collectively, the "Original Developers"); and

WHEREAS, among other things, Section 7.01 of the 2007 Agreement provided for the dedication of a 20.171-acre site (the "Property") to the Town for use as a middle school by the Douglas County School District RE-1 (the "District"), which Property is described in the legal description attached hereto as ***Exhibit A***; and

WHEREAS, the 2007 Agreement further provided that such dedication was to be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; (ii) within 30 days' notice that District funding is in place for the school, or (iii) December 31, 2009; and

WHEREAS, on February 14, 2012, the Town Council adopted Ordinance No. 2011-35 approving Major Amendment No. 4 to the Crystal Valley Ranch Preliminary Planned Development Site Plan and the Second Amended and Restated Development Agreement (the "2011 Agreement") the Owners; and

WHEREAS, among other things, the 2011 Agreement changed the timing of such dedication by providing that it would be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; or (ii) within 30 days' notice that District funding is in place for the school; and

WHEREAS, on February 3, 2015, following the recordation of the first plat in Planning Area 3, the Property was conveyed by the Original Developers to the Town by means of a special warranty deed, which deed is filed in the Douglas County property records at Reception No. 2015007386; and

WHEREAS, Section 7.01 further provides that, irrespective of such dedication, in the event that the District gives written notice to the Town that it will never utilize the Property for a school, then the site may be developed in accordance with the zoning regulations, preliminary site plan, and zoning ordinance for the Crystal Valley Ranch Planned Development (collectively, the "Development Plan"); and

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

WHEREAS, on February 3, 2025, the Town received written notice from the District Superintendent that, due to changing enrollment patterns, the District has determined that it will not use the Property for a school; and

WHEREAS, CVR PA3A LLC, as successor in interest to the Original Developer (the "Current Developer"), has informed the Town that it will be exercising its rights under the 2007 Agreement to have the Property re-conveyed to it for residential development in accordance with the Development Plan; and

WHEREAS, pursuant to Section 14.02.040.A of the Town Municipal Code (the "Code"), Town Council may approve the disposition of real property so long as such disposition is in compliance with Section 31-15-713, C.R.S; and

WHEREAS, Section 31-15-713(1)(b), C.R.S., expressly allows the Town to dispose of property not used or held for any governmental purpose by means of an ordinance; and

WHEREAS, given that: (i) the Town Council expressly approved residential zoning for the Property in the 2007 Site Plan and (ii) no rights in and to the Property were ever conveyed to the District, the Town Council hereby finds and determines that the Town neither used nor held the Property for a governmental purpose within the meaning of Section 31-15-713, C.R.S.; and

WHEREAS, accordingly, the Town Council further finds and determines that Ordinance No. 2006-59 provides the requisite authority for the Town to dispose of the Property by reconveying it to the Current Developer as contemplated in Section 7.01 the 2007 Agreement; and

WHEREAS, Town Staff and the Current Developer have reached an agreement in principle on the terms and conditions of a Memorandum of Understanding (the "MOU") whereby the Town will work with the Current Developer to bring into effect a site development plan for the Property that will be consistent with the configuration described in the map attached hereto as ***Exhibit B***; and

WHEREAS, the Town and the Current Developer have acknowledged in the MOU that this plan will require:

i. The subdivision of the Property to identify an approximately 0.9-acre parcel located on the eastern boundary of such Property described in ***Exhibit B*** as the "the "Land Swap Area;"

ii. The subdivision of Rhyolite Park to identify an approximately 0.9-acre parcel located immediately to the west of the Property described in ***Exhibit B*** as "Open Space to CVR" Area;

iii. The exchange of the "Land Swap Area" and the "Open Space to CVR" Area between the Town and the Current Developer; and

iv. The rezoning of the "Open Space to CVR" Area in accordance with its future use and the granting of any related encumbrances to further such use (*e.g*,, to provide

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

emergency vehicle access or temporary construction easements necessitated by the swap); and

WHEREAS, the exchange of these parcels will allow for development of the Property to proceed with: (i) the replacement of a proposed roadway with a landscaped buffer area to be located between the Property and the existing residential neighborhood located directly to the east; (ii) the addition of a road connection on the west side of the Property to Rhyolite Regional Park; and (iii) the replacement of the northernmost road connection to the existing residential neighborhood with a cul de sac and any necessary emergency vehicle access; and

WHEREAS, in addition, the Current Developer has consented in the MOU to the use by the Town of approximately $754,000 in previously deposited funds for the purpose of constructing a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park; and

WHEREAS, the Town Council finds that it is in the best interests of the Town and its residents to authorize the execution of the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, AS FOLLOWS:

Section 1. **Reconveyance of the Property**. In accordance with Section 14.02.060 of the Castle Rock Municipal Code, the Town Manager and Town Attorney are hereby directed to reconvey the Property described in ***Exhibit A*** to this Resolution to the Current Developer by special warranty deed.

Section 2. **Memorandum of Understanding**. The MOU between the Town and the Current Developer is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Town Manager and other proper Town officials are hereby authorized to execute the MOU and any technical amendments thereto by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 6 for and 1 against.

ATTEST:

DocuSigned by:
298A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...
Jason Gray, Mayor

Approved as to form:

DocuSigned by:
F7347F32A6794D1...
Michael J. Hyman, Town Attorney

Approved as to content:

Signed by:
1BB5437CEF75414...
David L. Corliss, Town Manager

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

Exhibit A
Legal Description

Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County, Colorado

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

Exhibit B
Property Swap Map



Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

MEMORANDUM OF UNDERSTANDING
and
AGREEMENT

This Memorandum of Understanding and Agreement ("**Agreement**") is made effective according to its terms and dated this 21st day of October, 2025, by and between CVR PA3A LLC, a Colorado limited liability company (the "**Developer**"), and the Town of Castle Rock, a home rule municipality (the "**Town**").

Recitals:

WHEREAS, the Town and the Developer's predecessor in interest entered into that certain Development Agreement dated February 21, 2012 and recorded in the Official Records of Douglas County, Colorado at Reception No. 2012013156 (the "**Development Agreement**");

WHEREAS, the Development Agreement requires the Town to reconvey Lot 1, Block 2, Crystal Valley Ranch Filing No. 14 (the "**Property**") to the Developer if the Douglas County School District RE-1 gives written notice to Town that it will never utilize the site for a school pertaining to certain real property.

WHEREAS, the Douglas County School District RE-1 delivered such notice to the Town on February 3, 2025;

WHEREAS, as of the date of this Agreement, the Town has not reconveyed the Property to the Developer and the Developer has alleged that the Town is in default of its obligations under the Development Agreement (the "**Dispute**");

WHEREAS, developer has proposed to develop the Property in accordance with Site Plan A attached hereto and incorporated herein.

WHEREAS, in an attempt to settle the Dispute, the Town and the Developer, working together, have approved the development of the Property, as modified by this Agreement, reasonably in accordance with Site Plan B attached hereto and incorporated herein;

WHEREAS, the parties have agreed that the development of the Property, as modified by this Agreement, pursuant to Site Plan B is beneficial to both the Town and the Developer; and

WHEREAS, the parties wish to avoid the expense and vagaries of litigation in relation to the Development Agreement, and desire to resolve the Dispute on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

1. **Reconveyance of the Property**. The Town shall reconvey the Property to the Developer with the with the same quality of title as the Town received on or before October 24, 2025 (the "**Reconveyance**").

2. **Swap Parcels.** The parties have identified an area of the Reconveyed Parcel (the "**Developer Swap Parcel**") identified on Exhibit A attached hereto and incorporated herein and an equal area of the Town (the "**Town Swap Parcel**") identified on Exhibit B attached hereto and incorporated herein. The Property, together with the Town Swap Parcel and less the Developer Swap Parcel is referred to herein as the "**Reconfigured Property**."

3. **Transfer of Swap Parcels**. The Town shall convey the Town Swap Parcel to Developer, with a Special Warranty Deed, subject to only those permitted exceptions approved by Developer in writing. Developer shall transfer the Developer Swap Parcel to the Town with the same quality of title it received from the Town in the Reconveyance provided that the following conditions are satisfied:

A. The Town shall have rezoned and, if required, replated the Town Swap Parcel such that the Town Swap Parcel has the same final and unappealable zoning, rights, and entitlements as the Property.

B. The Town acknowledges and shall not unreasonably withhold any variances, approvals, easements, and consents reasonably required in connection with the development of the Reconfigured Property as set forth on Site Plan B. For the avoidance of any ambiguity, the Town further acknowledges that the Developer intends to submit for Town review and approval a Site Development Plan which is reasonably consistent with the plan shown on Site Plan B. It is the express intent of the parties that the Reconfigured Property may be developed in accordance with Site Plan B. Review of the Site Development Plan shall be conducted in accordance with all Town policies and procedures applicable to residential development. The Town shall not impose any fees, exactions, or other obligations upon the Developer with respect to the development of the Reconfigured Property in excess of what is required of residential development under applicable Town regulations.

C. The Town represents and warrants that in no event shall the entitlements required for the development of the Reconfigured Property, the issuance of building permits for the Reconfigured Property, any requirement for offsite improvements, or the fees due to the Town in connection with the development of the Reconfigured Property in reasonable accordance with Site Plan B be materially different that than the same would have been if the Property was developed in accordance with the plan set forth on Site Plan A (together, the "**Town Conditions**").

4. **Town Condition Deadline**. The Town, as its sole cost and expense, shall satisfy the Town Conditions set forth in Section 3.A above by no later than March 1, 2026 (the "**Condition Deadline**") and the parties shall consummate the transfers identified in Section 3.A above five days after the satisfaction of the Town Conditions.

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

5. **Intersection Control Improvements.** The parties acknowledge that the payments required by Section 6.13 of the Development Agreement have been paid to the Town and that the Town is holding approximately $754,000 in previously deposited funds. The Developer expressly consents to the Town's use of such funds to construct a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park.

6. **Liquidated Damages**. The parties acknowledge that the Developer will be irreparably harmed if the Town fails to satisfy the Town Conditions by the Condition Deadline and the actual damages that might be sustained by Developer are uncertain and difficult to ascertain, and that after negotiation, the parties have made their best reasonable estimate of such damage and have agreed that the Town will be responsible for all actual out of pocket expenses incurred by Developer in connection with the Dispute and the preparation of development plans for the Property pursuant to Site Plan A incurred as of the Condition Deadline if the Town Conditions are not satisfied by the Condition Deadline. In addition, if the Town fails to satisfy the Town Conditions by the Condition Deadline, the Town will promptly work in good faith with the Developer to provide all approvals necessary for the entitlement and development of the Property in accordance with Site Plan B.

7. **Default**. If either party breaches its obligations in this Agreement, the other party shall have all remedies available at law, in equity and as set forth in the Development Agreement with respect to the Dispute and any breach of this Agreement.

8. **Binding Nature**. This Agreement shall be construed as covenants running with the land. This Agreement (and its rights and obligations) shall inure to the benefit of and be binding upon the parties hereto and their respective successors-in-title. Section 3 shall survive the consummation of the property swap contemplated by this Agreement.

9. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the City's immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

10. **No Development Obligation.** Nothing in this Agreement shall be construed as on obligation for the Developer to develop the Property or the Reconfigured Property and in no event shall any development be restricted to the site plans attached hereto; provided, however, that any development of the property shall be in compliance with all applicable laws.

11. **Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement.

12. **Prevailing Party**. In the event of any litigation, dispute or contest arising from a breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection with such litigation, dispute or contest, including without limitation, reasonable attorneys' fees.

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Douglas, State of Colorado.

14. Binding Effect; Recordation. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns. Either party is entitled to record this Agreement with the Douglas County Clerk and Recorder's Office, State of Colorado against the Property and the Town Swap Parcel.

15. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be construed according to its fair meaning and as if prepared by all of the parties hereto.

[*Signature Page Follows*]

Docusign Envelope ID: 1ED81D20-4127-4D92-9A33-5CC546873E94

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

Town of Castle Rock, Colorado

Signed by:
By: David L. Corliss 10/22/2025 | 9:00 AM MDT
1BB5457CFF75414...
Town Manager

Attest:
DocuSigned by:
Lisa Anderson DS
298A8A4EDEE34AF...
Town Clerk

Approved as to Form:
DocuSigned by:
Mike Hyman
F7347F32A6794D1...
Town Attorney

CVR PA3A LLC,
a Colorado limited liability company

Signed by:
By: Gregg Brown 10/24/2025
EED406B6C8CE40A...

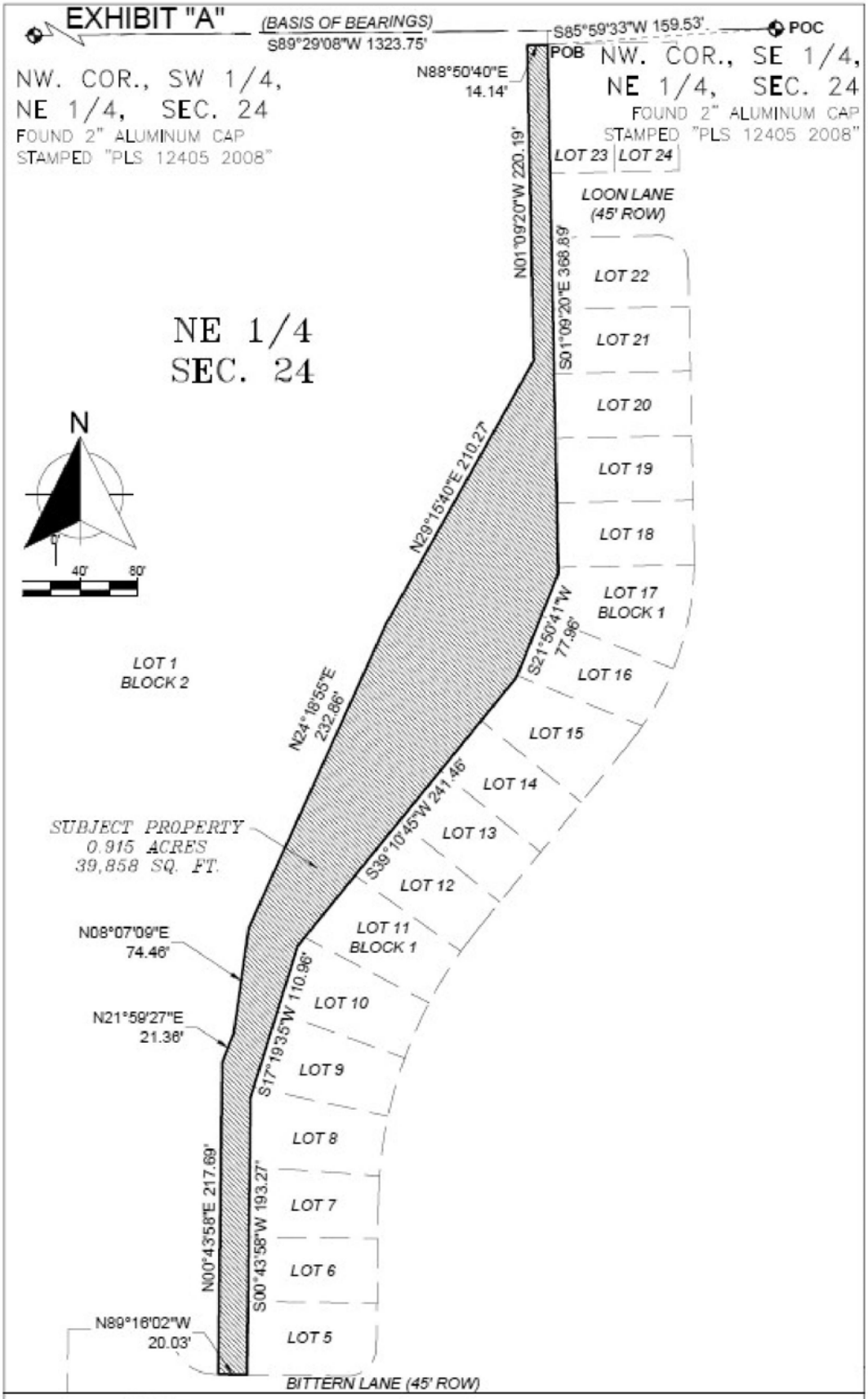
Title: Gregg Brown, Manager

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

Exhibit A

Legal Description of the Developer Swap Parcel
(see attached)

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9



/

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING NO. 14, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2015007384 ON FEBRUARY 6, 2015 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS SOUTH 89°29'08" WEST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE SOUTH 85°59'33" WEST, 159.53 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 SAID POINT ALSO BEING THE **POINT OF BEGINNING**

THENCE ALONG THE EAST LINE OF SAID LOT 1, BLOCK 2 THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 01°09'20" EAST, 368.89 FEET;
2) SOUTH 21°50'41" WEST, 77.96 FEET;
3) SOUTH 39°10'45" WEST, 241.46 FEET;
4) SOUTH 17°19'35" WEST, 110.96 FEET;
5) SOUTH 00°43'58" WEST, 193.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BITTERN LANE;

THENCE NORTH 89°16'02" WEST, ALONG SAID NORTH RIGHT-OF-WAY, 20.03 FEET;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 00°43'58" EAST, 217.69 FEET;

THENCE NORTH 21°59'27" EAST, 21.36 FEET;

THENCE NORTH 08°07'09" EAST, 74.46 FEET;

THENCE NORTH 24°18'55" EAST, 232.86 FEET;

THENCE NORTH 29°15'40" EAST, 210.27 FEET;

THENCE NORTH 01°09'20" WEST, 220.19 FEET;

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

THENCE NORTH 88°50'40" EAST, 14.14 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,858 SQUARE FEET, MORE OR LESS.

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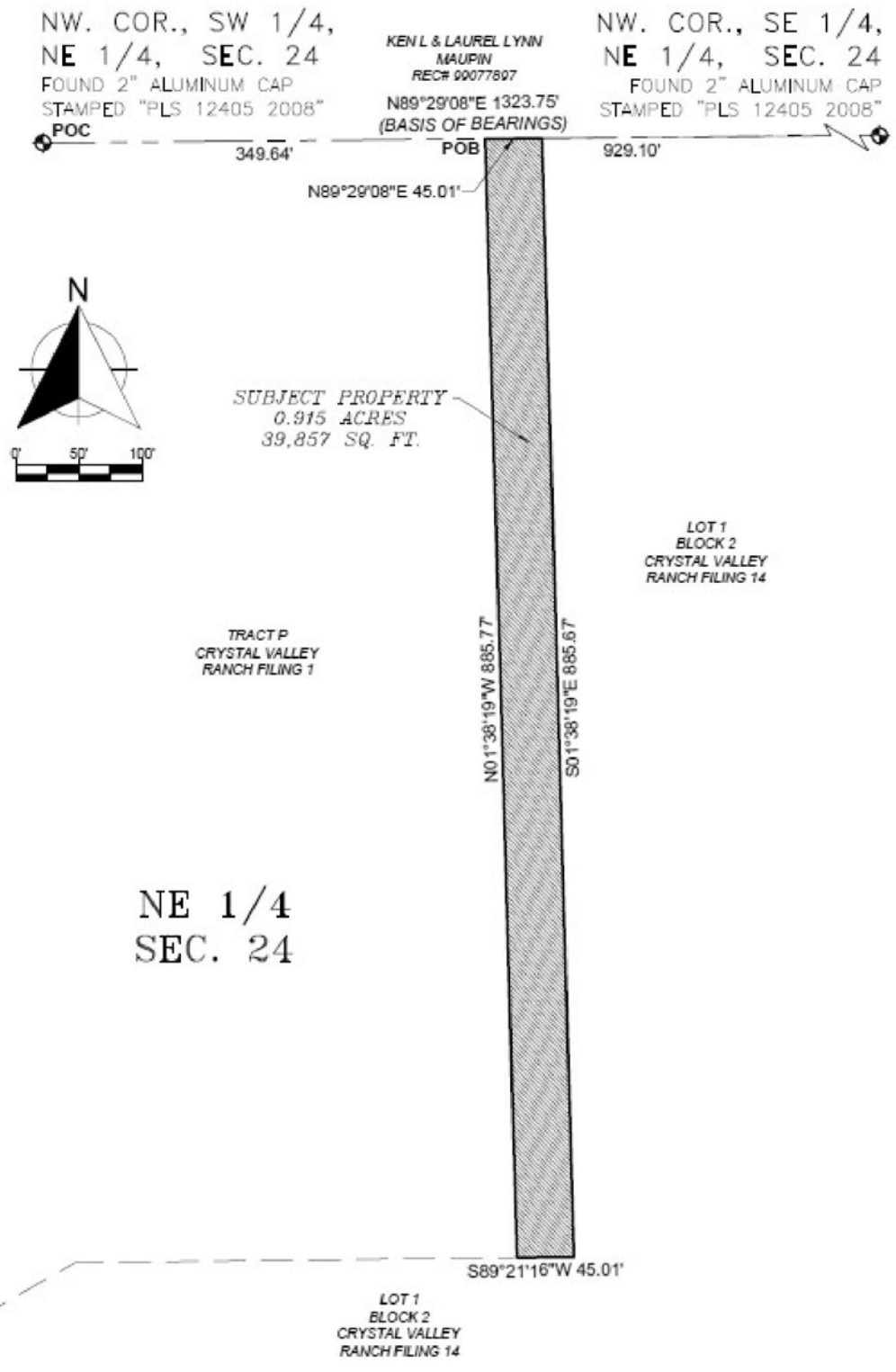
Exhibit B

Legal Description of the Town Swap Parcel

(see attached)

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

EXHIBIT "B"



Project NO.: 025392
Drawn By: KMA
Drawing date: 6-09-2025
Checked By: LBO

A PORTION OF TRACT P, CRYSTAL VALLEY RANCH FILING NO. 1, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH P.M. COUNTY OF DOUGLAS, STATE OF COLORADO

wsb

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT P, CRYSTAL VALLEY RANCH FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2002087570 ON AUGUST 29, 2002 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS NORTH 89°29'08" EAST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF SAID TRACT P, NORTH 89°29'08" EAST, 394.64 FEET TO THE **POINT OF BEGINNING**

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°29'08" EAST, 45.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT P;

THENCE SOUTH 01°38'19" EAST ALONG THE EAST LINE OF SAID TRACT P, 885.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT P;

THENCE SOUTH 89°21'16" WEST, ALONG THE SOUTH LINE OF SAID TRACT P, 45.01 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 01°38'19" WEST, 885.77 FEET TO **THE POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,857 SQUARE FEET, MORE OR LESS.

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

Site Plan A



Site Plan B


45.00'
LEGEND
SINGLE FAMILY HOUSING
CVR TO ToCR PARKS (1.41
BUFFER AREA
LAND SWAP AREA
(0.9 AC)
OPEN SPACE TO CVR (0.9
133.2'
86.1'
135.50'
LOT COUNT: 112
1.0 AC MIN.
DEDICATION TO PARKS
N
0
200
SCALE
IN
FEET

Town of Castle Rock

Agenda Memorandum

Agenda Date: 10/21/2025

Item #: 25. **File #:** RES 2025-139

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services

Resolution Authorizing the Conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14, from the Town of Castle Rock to CVR PA3A LLC and the Execution of a Memorandum of Understanding Concerning the Development of Such Property Between the Town and CVR PA3A LLC *(located north of Crystal Valley Parkway, west of Lake Gulch Road, east of and adjacent to Rhyolite Park]*

Executive Summary

This resolution is being presented to Town Council to convey certain real property, described as Crystal Valley Ranch Filing 14, Block 2, lot 1, back to the prior landowner in conformance with the Development Agreement obligations approved by Town Council in 2007 as part of the Crystal Valley Ranch Second Amended and Restated Development Agreement (DA). Additionally, the resolution authorizes the Town Manager to execute a Memorandum of Understanding with the developer on the development plan with additional buffers and cul-de-sacs adjacent to existing residential development, and lays out a target schedule to swap an additional strip of land to provide the buffer and process the necessary rezoning of this area.

Staff Recommendation

Staff recommends Council approval of the proposed resolution that conveys the existing parcel back to the developer, per the terms of the Development Agreement, and also approves the Memorandum of Understanding with the developer to layout the preferred option (Option 3 above), as well as provide direction to swap land with the Town to provide an additional buffer for the development, and layout the general timelines for the associated rezoning.

Proposed Motion

Option 1:
"I move to approve the Resolution as introduced by title."

Option 2:
"I move to approve the Resolution with the following changes: _____"

Option 3:
"I move to continue to public hearing to _____(date)_____, to allow for further information to be provided on _____."

Attachments

Attachment A: Resolution
Attachment B: Vicinity Map
Attachment C: CVR DA, Article VII, Section 7.01
Attachment D: Agreement between DCSD and Developer
Attachment E: DCSD Written Notice Letter
Attachment F: Public Comment
Attachment G: Photos of CVR F14 Lot 1

Meeting Date: October 21, 2025

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services

Title: **Resolution: Crystal Valley Ranch Filing 14, Block 2, Lot 1 - Proposed Property Conveyance** *(located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road)*

Executive Summary

This resolution is being presented to Town Council to convey certain real property, described as Crystal Valley Ranch Filing 14, Block 2, lot 1, back to the prior landowner in conformance with the Development Agreement obligations approved by Town Council in 2007 as part of the Crystal Valley Ranch Second Amended and Restated Development Agreement (DA). Additionally, the resolution authorizes the Town Manager to execute a Memorandum of Understanding with the developer on the development plan with additional buffers and cul-de-sacs adjacent to existing residential development, and lays out a target schedule to swap an additional strip of land to provide the buffer and process the necessary rezoning of this area.

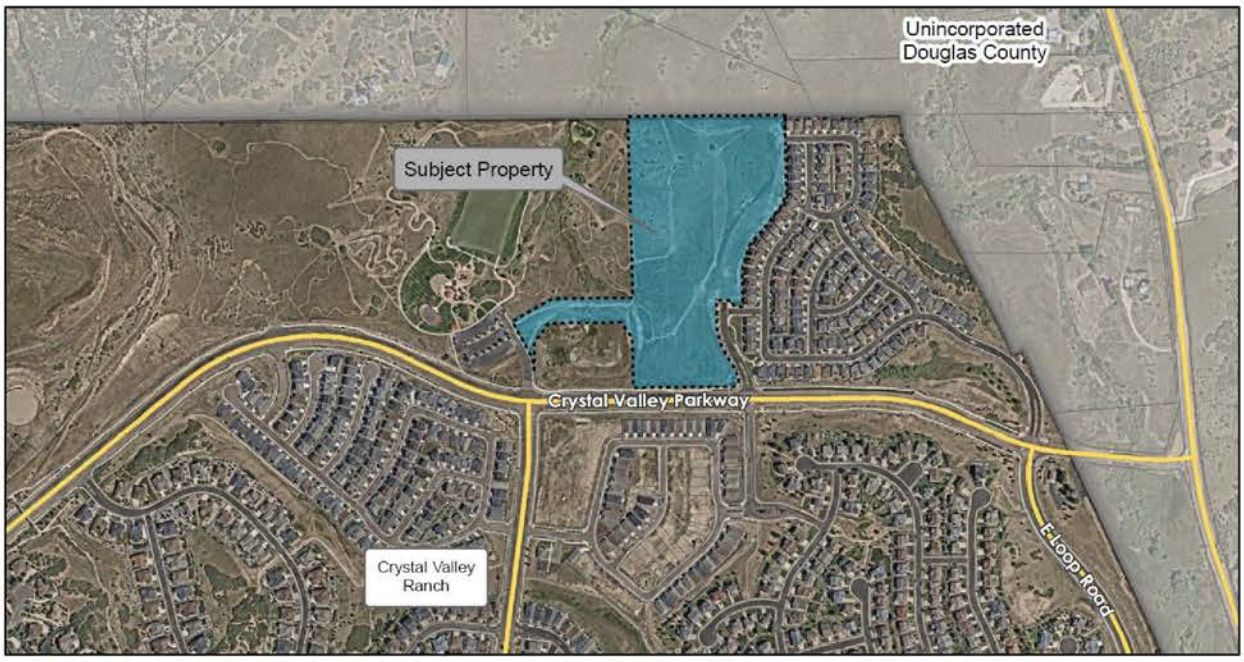


Figure 1: Vicinity Map

Notification and Outreach

Public Notice

Public hearing notice signs were posted on the property on July 31, 2025. Written notice letters were sent to property owners and Homeowner Associations (HOA) within 500 feet of the property, at least 15 days prior to the public hearing on Sept 2, 2025. At that hearing, Town Council continued the public hearing item to October 21, 2025. No additional mailing was required. Town staff published notice of the Town Council public hearing on the Town's website.

Background

Crystal Valley Ranch Filing 14, Block 2, Lot 1 is a 21-acre property that is located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road. The property was zoned in 2011 as part of the Crystal Valley Ranch Planned Development, 4th Amendment. Permitted uses on the property include single-family attached and detached, townhomes and multifamily residences.

In 2007 an amendment to the Crystal Valley Ranch Development Agreement (DA) was approved by Town Council. Under the provisions Article VII Public Lands, of the amended DA (Attachment C), the subject lot was dedicated to the Town of Castle Rock to be held as a potential school site until such time as the Douglas County School District (DCSD) either used it for a school or provided written notice to the Town that the district did not intend to use the site for a school. In the event that the School District provided such notification, the Town is required to re-convey the property to the original owner for development under the applicable zoning regulations.

The 21-acre parcel has been vacant since being zoned and later dedicated to the Town of Castle Rock. Over the years the Town's Parks and Recreation Department has installed disc golf improvements on the land to temporarily take advantage of the vacant property and provide residents with an outdoor recreation amenity. It is the Town's intent to relocate those disc golf improvements to facilitate conveying the property back to the original developer.

Discussion

On January 28, 2025, the Douglas County School District RE-1 entered into an agreement (Attachment D) with the developer Maple Grove Land Limited Partnership, where DCSD determined that this parcel was surplus and no longer needed for a school site. That agreement required DCSD to send a letter to the Town, per the requirements of the Development Agreement, to initiate the re-conveyance of the parcel back to the developer. Additionally, at such time as the Town conveys the land to the developer, the developer is obligated to pay DCSD $500,000 as a cash-in-lieu payment to be a substitute for the school site.

Douglas County Superintendent of Schools, Erin Kane, sent the Town a letter dated February 3, 2025, (Attachment E) notifying the Town that due to changing enrollment patterns the DCSD Board of Education has determined that the subject property would not be used by the School District for a school, satisfying the DA requirement to re-convey the parcel to the original developer.

At the September 2, 2025, Council meeting, the following 3 options were discussed as it relates to future development of the parcel"

Option 1:
Option 1 would be to convey the parcel "as is" to the Developer. The developer has submitted a preapplication for residential development of the parcel for 112 single family lots, with similar lot sizes and road connectivity to the adjacent existing homes to the east. This layout would align with the current development proposal from the applicant, shown in this sketch with roadway connections to the neighborhood to the east, and no roadway connection to Rhyolite Park on the west



Option 1 Sketch

Option 2:
A second option for Council consideration is to swap an approximately 45 feet width of land on the west side of the current parcel with the developer for similar acreage on the east side of this parcel. That would allow the future developed area to have an increased buffer on the east side with the existing homes. This layout includes a road connection to Rhyolite Park on the west, and replaces a proposed roadway behind existing homes with a landscaped buffer area on the east. This option is more procedurally complicated than



Option 2 Sketch

the reconveyance outlined in the Development Agreement, as it would require a land swap with the developer and the Town for this 45 ft wide strip of land on the west side for similar acreage on the east, and would require this 45 ft strip to be rezoned to match the current parcel. This option would provide some buffering with existing neighbors on the east side of the parcel.

Option 3:
A third option is very similar to Option 2, however the northern most road connection to the existing neighborhood is turned into a cul de sac, eliminating that as a route for existing or new residents to use. An emergency vehicle access would likely be needed in this location to satisfy Fire access requirements. This option, like Option 2, would require a swap of land with the Town and rezoning of the 45 ft wide strip of land on the west side of the parcel.



Option 3 Sketch

Under any of these options, once the land has been conveyed to the Developer, the development of the property will require a site development plan submittal, review and future public hearings before Planning Commission for recommendation, and before Town Council for final decision on the layout.

Council continued the public hearing from Sept. 2, 2025, to Oct 21, 2025, to allow for further coordination with the developer. That coordination has led to a draft Memorandum of Understanding (MOU) with the developer on a development plan (Option 3 above) with additional buffers and cul-de-sacs adjacent to existing residential development. The MOU also lays out a target schedule to swap the additional strip of land to provide the buffer and process the necessary rezoning of this area.

Staff Recommendation

Staff recommends Council approval of the proposed resolution that conveys the existing parcel back to the developer, per the terms of the Development Agreement, and also approves the

Memorandum of Understanding with the developer to layout the preferred option (Option 3 above), as well as provide direction to swap land with the Town to provide an additional buffer for the development, and layout the general timelines for the associated rezoning.

Proposed Motion

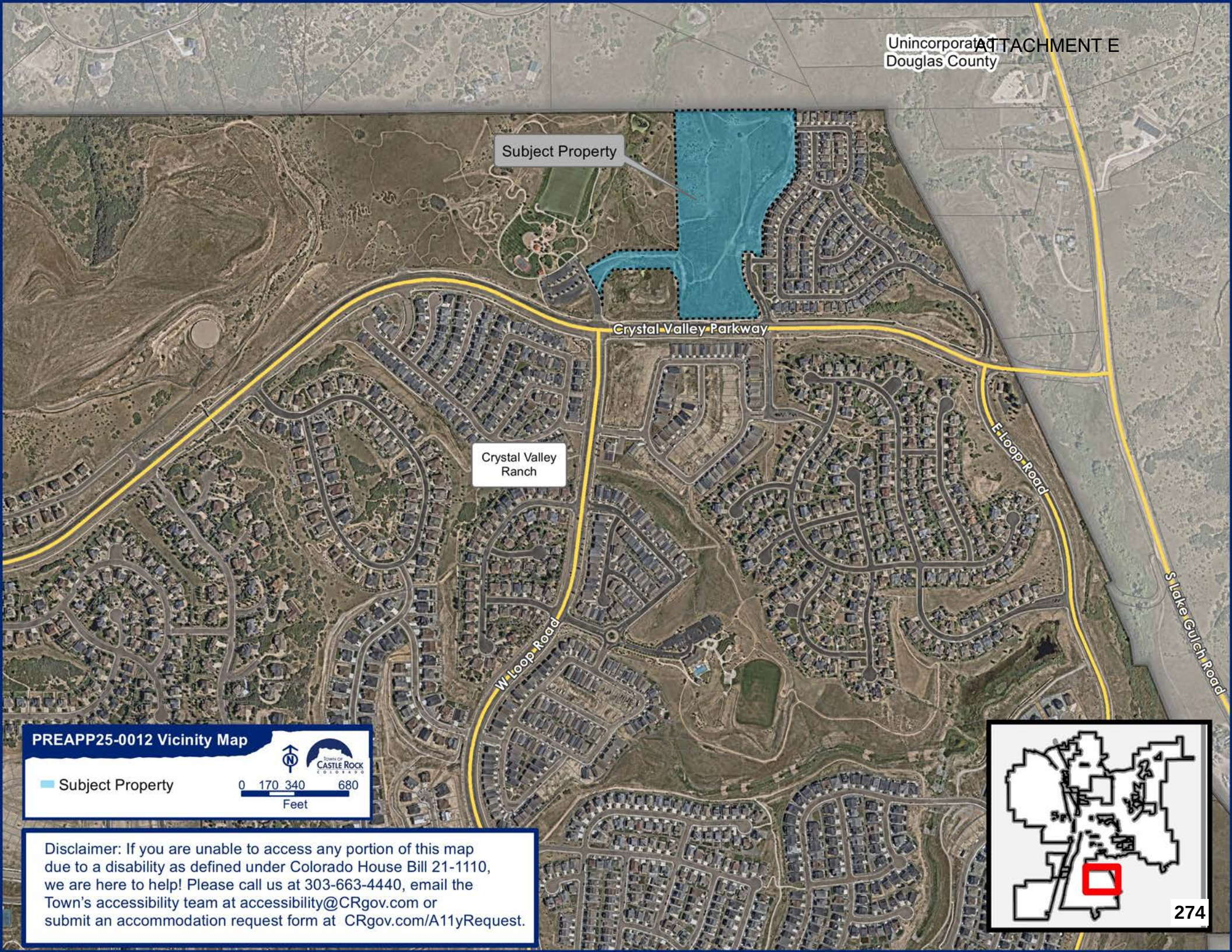
Option 1:
"I move to approve the Resolution as introduced by title."

Option 2:
"I move to approve the Resolution with the following changes: _____"

Option 3:
"I move to continue to public hearing to _____(date)_____, to allow for further information to be provided on _____."

Attachments

Attachment A: Resolution
Attachment B: Vicinity Map
Attachment C: CVR DA, Article VII, Section 7.01
Attachment D: Agreement between DCSD and Developer
Attachment E: DCSD Written Notice Letter
Attachment F: Public Comment
Attachment G: Photos of CVR F14 Lot 1


Unincorporated
Douglas County
Subject Property
Crystal Valley Parkway
Crystal Valley Ranch
E Loop Road
W Loop Road
S Lake Gulch Road
PREAPP25-0012 Vicinity Map
Subject Property
0 170 340 680
Feet
Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest.

shall not be entitled to any credit or offset against any Development Exaction as a result of the payments made under this Section 6.18.

6.18 Crystal Valley Parkway. Approval of any Plats that result in total platted units of 1297 in CVR shall be conditioned on the concurrent expansion of Crystal Valley Parkway to four lanes and associated improvements, including the South Lake Gulch Road acceleration/deceleration lanes.

6.19 Facilities Control. Upon dedication of Facilities by Owner and acceptance by Town, Town shall have the exclusive management control of the Facilities and all capacities therein. Town may use or allow others to use the capacities in the Facilities, provided that the capacities developed by Owner at Owner's cost shall be reserved for the benefit of the Property, or if used by Town to serve other properties, Town shall provide replacement or alternative capacities in such a manner as to not impede development on the Property.

6.20 Subdivision Improvements Agreement. The Town Regulations require that a subdivider enter into a SIA at the time of approval of a Plat. The SIA addresses with greater specificity the Facilities to be constructed to serve the Plat and the financial guarantees to assure construction of the Facilities. Unless modified in the SIA, the provisions of this Article VI will apply to the development of such Facilities, irrespective of whether or not reference to this Article VI is made in the SIA.

ARTICLE VII
PUBLIC LANDS AND FACILITIES

7.01 Required Dedication. The provisions in this Agreement for dedication of Public Lands shall supersede the requirements in the Town Regulations for dedication of a portion of the area of each Plat for Public Land. All Public Lands designated on the Development Plan that have not previously been dedicated shall be conveyed to the Town in accordance with the following schedule:

Parcel	Acreage	Trigger
OSD – Butte	44.0	Pursuant to the Purchase Contract (see 7.11, below)
OSD – (Area surrounding Butte)	89.3	Concurrently with conveyance of the Butte (see 7.11, below)
PLD – Middle School Site	20.9	The first to occur of the following: (1) recordation of the first plat in PA-3, (2) within 30 days notice that School District funding is in place for school, or (3) December 31, 2009
PLD – School/Park Site/Well Site	20.2	With recordation of the this Agreement
OSD – Regional Detention Pond	3.4	At substantial completion of the Crystal Valley Parkway Widening or December 31, 2007, whichever occurs first
PLD/UD – Well Site	2.0	With recordation of first plat within PA-6, PA-7, or PA-17 or December 31, 2008, whichever occurs first
PLD/UD – Well Site	2.0	With recordation of first plat within PA-15E-South, PA-16A, PA-16B, PA-17 or December 31, 2008, whichever occurs first
PLD/UD – Well Site	3.8	With recordation of first plat in PA-4 or December 31, 2008, whichever occurs first
OSD – Trail[9]	14.9	With first plat in PA-15E-North
OSD - Trail[9]	21.6	With first plat in PA-15 Southwest, or PA-15E-South

Irrespective of the dedication to the Town of the 20.9-acre middle school site, in the event that the Douglas County School District RE-1 gives written notice to Town that it will never utilize the site for a school, then in that event the site may be

[9] Owner shall be responsible for the design and construction of the trail. Upon completion and final acceptance of the trail by Town, Town will assume all maintenance responsibilities.

developed in accordance with the Development Plan, and Town shall re-convey the site to the Owner with the same quality of title as the Town received.

7.02 Conveyance. All Public Lands shall be conveyed to Town by special warranty deed, subject to matters of record but free and clear of liens, or other title impediments that would preclude Town from utilizing the property for its intended purposes, as reasonably determined by Town. Real property taxes shall be pro rated through the date of conveyance and paid by Owner. Unless otherwise provided in the Town Regulations to the contrary, the grantor shall furnish the Town with a policy of title insurance, issued by a title company licensed to do business in the State of Colorado, in an amount reasonably approximating market value of the Public Land in its undeveloped condition and reflecting its current zoning as the highest and best use.

If so requested by Town or required by the Town Regulations, Owner shall complete a Phase 1 environmental audit of all Public Lands prior to conveyance and acceptance by Town, and shall be solely responsible for any remedial environmental measures of hazards identified in the audit. Section 7.11 and the provisions of the referenced Real Estate Purchase Contract contain additional provisions and terms related to the conveyance of the real property that is the subject of that agreement.

7.03 Exclusion of Covenants. Owner shall exclude all Public Lands from application and effect of restrictive covenants, which may otherwise be imposed on the Property. If any Public Lands are inadvertently made subject to such covenants, this Agreement shall constitute the irrevocable consent of the Owner and the Board of Directors of any homeowners association to the exclusion of the Public Lands from the application of such covenants. However, prior to constructing or placing any structures on Public Land, Town shall give Owner and the applicable homeowner's association a reasonable opportunity to review and comment on the design and plans for any such improvements, but Town shall retain the ultimate authority to determine what improvements are placed on Public Lands.

7.04 School Impact Fee. Owner has negotiated separately with the Douglas County School District to provide supplemental funds to the District to defray the impacts on school construction attributable to development of the 2006 Annexation

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

AGREEMENT TO SURPLUS DEDICATED SCHOOL SITE

This Agreement to Surplus Dedicated School Site ("Agreement") is made and entered into this 28th, day of January, 2025 ("Effective Date"), by and between Douglas County School District RE-1 ("District"), a public school district of the State of Colorado, and CVR PA3A LLC, a Colorado limited liability company, as successor in interest (as it pertains to the reconveyance contemplated by this Agreement) to Maple Grove Land limited Partnership, a Minnesota limited partnership, Putnam CVR LLC, a Minnesota limited liability company, and Wayne E. Brown Family L.L.C., a Minnesota limited liability company ("Owner").

RECITALS

WHEREAS, the District is a public school district whose Board of Education ("Board") has the authority to sell and convey District property which may not be needed within the foreseeable future for any purpose authorized by law, and upon such terms and conditions as the Board may approve; and

WHEREAS, the Owner is the successor in interest with respect to the reconveyance interest in that certain Crystal Valley Ranch Second Amended and Restated Development Agreement with the Town of Castle Rock ("Town") dated February 21, 2012 and recorded in the Official Records of Douglas County, Colorado at Reception No. 2012013156 (the "Development Agreement"), pursuant to which Owner conveyed certain real property located in Douglas County, Colorado and more particularly described as Lot 1, Block 2, Crystal Valley Ranch Filing No. 14 (the "School Site") to the Town to be held for the benefit of the District as required by the then-current Town Municipal Code; and

WHEREAS, the Development Agreement provides that in the event the District gives written notice to the Town that it will never use the School Site for a school, then the Town shall re-convey the Site to Owner; and

WHEREAS, due to a change in enrollment patterns, the District has determined that it will never use the School Site for a school and that cash in lieu of land dedication in the amount of Five Hundred Thousand Dollars and No/100 ($500,000.00) (the "Cash in Lieu Payment") is acceptable as a substitute for the School Site; and

WHEREAS, the Owner desires to have the District relinquish its interest in the School Site by providing written notice to the Town and, upon acquisition of the School Site from the Town, to pay the Cash in Lieu Payment to the District; and

WHEREAS, the District desires to cause the Town to re-convey the School Site in consideration for the Cash in Lieu payment subject to the terms and conditions of this Agreement.

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated by reference herein, the mutual covenants set forth in this Agreement, and other good and sufficient consideration, the parties agree as follows:

1. Request to Surplus Property. The District shall recommend surplus of the School Site to the Board at its January 28, 2025 regular meeting.

2. Written Notice of Non-Use. If the Board approves the District's recommendation to surplus the School Site, then within five (5) business days thereof, the District shall notify the Town in writing, with a copy to Owner, that it does not intend to use the School Site for a school and shall use reasonable efforts to cooperate with Owner in acquisition of the School Site from the Town; provided that District shall not be obligated to incur any out-of-pocket expenses in providing such cooperation. If the School Board rejects the District's recommendation, then this Agreement shall terminate.

3. Participation in Closing; Cash in Lieu Payment. Contemporaneous with and as a condition of its closing of escrow on the acquisition of the School Site from the Town in accordance with the Development Agreement ("Closing"), the Owner shall pay the Cash in Lieu Payment to the District in good funds. The Owner shall provide a copy of this Agreement to the title company conducting the Closing and shall include the District as a party to closing for the purpose of receiving the Cash in Lieu Payment.

4. Termination. Subject to earlier termination as provided herein, this Agreement shall terminate on the earlier of the Closing or May 1, 2025.

5. Miscellaneous.

a. **Entire Agreement.** This Agreement represents the entire agreement of the Parties hereto, and no Party has relied upon any fact or representation not expressly set forth herein. This Agreement supersedes all other prior agreements and understandings of any type, both written and oral, between the Parties with respect to the subject matter hereof.

b. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, by electronic mail, or pre-paid first-class certified mail, return receipt requested, addressed to the

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

respective party at the address set forth in the first paragraph of this Agreement or to such other addresses as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery, (ii) on the date received if by electronic mail; or (iii) three (3) days after postmark if mailed as provided in this Section:

To District: Douglas County School District
Attn: Rich Cosgrove
620 Wilcox Street
Castle Rock, CO 80104
Email: rdcosgrove@dcsdk12.org

To Owner: CVR PA3A LLC
1700 Lincoln Street, Suite 2100
Denver, Colorado 80209
Email: gregg@cvranch.com

c. **Governing Law/Venue.** The laws of the State of Colorado shall govern the performance and interpretation of the Agreement. Venue for any dispute concerning the Agreement or to enforce any provision herein shall be exclusively in the federal court located in Colorado or the state court located in Douglas County, Colorado.

d. **Recording.** Upon full execution hereof, the District may record this Agreement in the real property records of Douglas County, Colorado.

e. **Amendments to Agreement**. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both Parties.

f. **Waiver.** A failure to assert any rights or remedies available to a Party under the terms of this Agreement, or a waiver of the right to remedies available to a Party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the Party alleged to have waived his other rights or remedies.

g. **No Assignment.** Except as otherwise provided, herein, this Agreement may not be assigned by a Party without the other Party's prior written consent.

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

h. **Counterparts.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

i. **Cooperation.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

j. **Severability.** If any provision of this Agreement is ruled to be invalid or illegal, such ruling shall have no effect upon the remaining provisions, which shall be considered legally binding and given full effect.

k. **Days.** Whenever the term "day" or "days" appears in this Agreement, it shall be construed as business day(s) not including holidays or weekends.

l. **No Third-Party Rights.** This Agreement is for the benefit of the District and the Owner and creates no rights in third parties.

[Signatures appear on next page.]

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DOUGLAS COUNTY SCHOOL DISTRICT

By: Erin K

Name: Erin Kane

Title: Superintendent

CVR PA3A LLC,
a Colorado limited liability company

Signed by:
By: Gregg Brown
EED406B6C8CE40A...

Gregg Brown, Manager

Douglas County School District
Learn Today, Lead Tomorrow

February 3, 2025

Via Email
Tara Vargish, PE
Director Development Services
Town of Castle Rock
tvargish@crgov.com

Re: Written Notice Concerning Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County, Colorado ("School Site")

Dear Ms. Vargish:

In accordance with Section 7.01 of the Crystal Valley Ranch Second Amended and Restated Development Agreement ("Development Agreement") between the Town of Castle Rock ("Town") and CVR PA3A LLC as the successor in interest to Maple Grove Land Limited Partnership, Putnam CVR, LLC, and Wayne E. Brown Family, LLC ("Developer"), this letter serves as written notice that due to changing enrollment patterns, the Douglas County School District Board of Education has determined that it will not use the School Site for a school. We understand that upon receipt of this letter, the Town will re-convey the site to the Developer.

Thank you for your attention to this matter and please contact Rich Cosgrove (richard.cosgrove@dcsdk12.org), the District's Chief Operations Officer, or Kristin Edgar (kedgar@celaw.com), the District's outside counsel, if you have any questions.

Sincerely,

Erin Kane

Erin Kane
Superintendent

cc: Gregg Brown (via email to gregg@cvranch.com)
Jeremy Rothstein (via email to jrothstein@sennlaw.com)
Mike Hyman (via email to mhyman@crgov.com)
Rich Cosgrove (via email to richard.cosgrove@dcsdk12.org)
Kristin Edgar (via email to kedgar@celaw.com)

4901-8002-2294, v. 1

Town of Castle Rock

Agenda Memorandum

Agenda Date: 10/21/2025

Item #: 25. **File #:** RES 2025-139

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services

Resolution Authorizing the Conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14, from the Town of Castle Rock to CVR PA3A LLC and the Execution of a Memorandum of Understanding Concerning the Development of Such Property Between the Town and CVR PA3A LLC *(located north of Crystal Valley Parkway, west of Lake Gulch Road, east of and adjacent to Rhyolite Park]*

Executive Summary

This resolution is being presented to Town Council to convey certain real property, described as Crystal Valley Ranch Filing 14, Block 2, lot 1, back to the prior landowner in conformance with the Development Agreement obligations approved by Town Council in 2007 as part of the Crystal Valley Ranch Second Amended and Restated Development Agreement (DA). Additionally, the resolution authorizes the Town Manager to execute a Memorandum of Understanding with the developer on the development plan with additional buffers and cul-de-sacs adjacent to existing residential development, and lays out a target schedule to swap an additional strip of land to provide the buffer and process the necessary rezoning of this area.

Staff Recommendation

Staff recommends Council approval of the proposed resolution that conveys the existing parcel back to the developer, per the terms of the Development Agreement, and also approves the Memorandum of Understanding with the developer to layout the preferred option (Option 3 above), as well as provide direction to swap land with the Town to provide an additional buffer for the development, and layout the general timelines for the associated rezoning.

Proposed Motion

Option 1:
"I move to approve the Resolution as introduced by title."

Option 2:
"I move to approve the Resolution with the following changes: _____"

Option 3:
"I move to continue to public hearing to _____(date)_____, to allow for further information to be provided on _____."

Attachments

Attachment A: Resolution
Attachment B: Vicinity Map
Attachment C: CVR DA, Article VII, Section 7.01
Attachment D: Agreement between DCSD and Developer
Attachment E: DCSD Written Notice Letter
Attachment F: Public Comment
Attachment G: Photos of CVR F14 Lot 1

Meeting Date: October 21, 2025

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services

Title: **Resolution: Crystal Valley Ranch Filing 14, Block 2, Lot 1 - Proposed Property Conveyance** *(located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road)*

Executive Summary

This resolution is being presented to Town Council to convey certain real property, described as Crystal Valley Ranch Filing 14, Block 2, lot 1, back to the prior landowner in conformance with the Development Agreement obligations approved by Town Council in 2007 as part of the Crystal Valley Ranch Second Amended and Restated Development Agreement (DA). Additionally, the resolution authorizes the Town Manager to execute a Memorandum of Understanding with the developer on the development plan with additional buffers and cul-de-sacs adjacent to existing residential development, and lays out a target schedule to swap an additional strip of land to provide the buffer and process the necessary rezoning of this area.

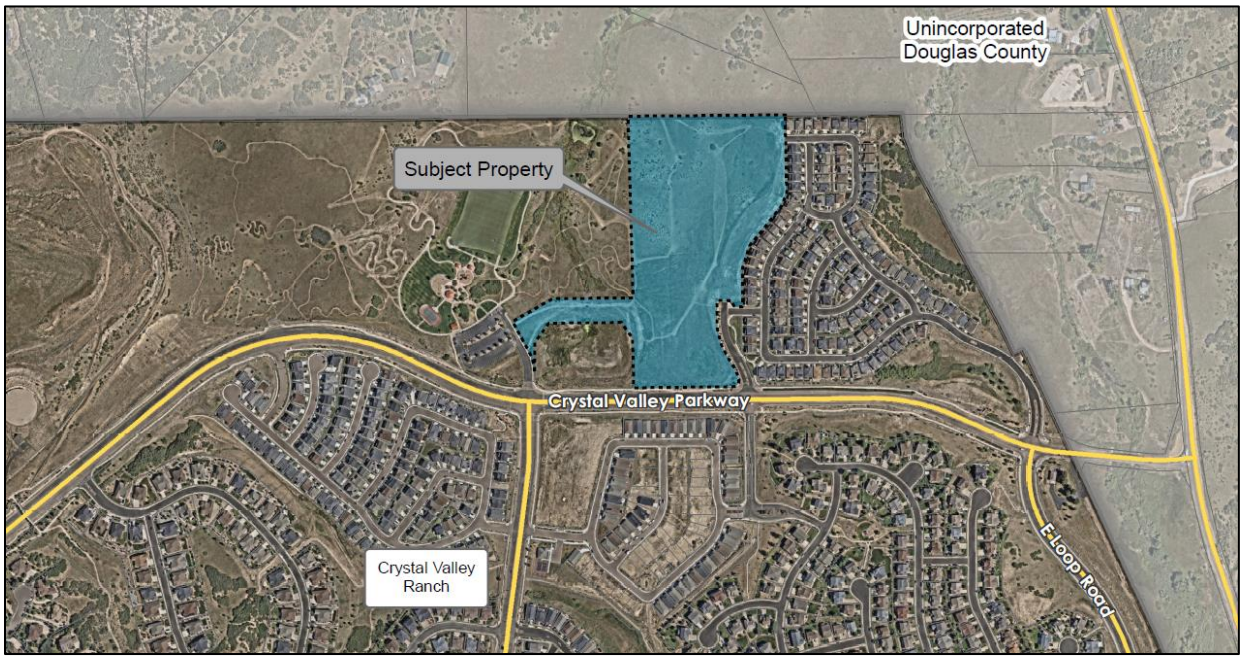


Figure 1: Vicinity Map

Notification and Outreach

Public Notice

Public hearing notice signs were posted on the property on July 31, 2025. Written notice letters were sent to property owners and Homeowner Associations (HOA) within 500 feet of the property, at least 15 days prior to the public hearing on Sept 2, 2025. At that hearing, Town Council continued the public hearing item to October 21, 2025. No additional mailing was required. Town staff published notice of the Town Council public hearing on the Town's website.

Background

Crystal Valley Ranch Filing 14, Block 2, Lot 1 is a 21-acre property that is located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road. The property was zoned in 2011 as part of the Crystal Valley Ranch Planned Development, 4th Amendment. Permitted uses on the property include single-family attached and detached, townhomes and multifamily residences.

In 2007 an amendment to the Crystal Valley Ranch Development Agreement (DA) was approved by Town Council. Under the provisions Article VII Public Lands, of the amended DA (Attachment C), the subject lot was dedicated to the Town of Castle Rock to be held as a potential school site until such time as the Douglas County School District (DCSD) either used it for a school or provided written notice to the Town that the district did not intend to use the site for a school. In the event that the School District provided such notification, the Town is required to re-convey the property to the original owner for development under the applicable zoning regulations.

The 21-acre parcel has been vacant since being zoned and later dedicated to the Town of Castle Rock. Over the years the Town's Parks and Recreation Department has installed disc golf improvements on the land to temporarily take advantage of the vacant property and provide residents with an outdoor recreation amenity. It is the Town's intent to relocate those disc golf improvements to facilitate conveying the property back to the original developer.

Discussion

On January 28, 2025, the Douglas County School District RE-1 entered into an agreement (Attachment D) with the developer Maple Grove Land Limited Partnership, where DCSD determined that this parcel was surplus and no longer needed for a school site. That agreement required DCSD to send a letter to the Town, per the requirements of the Development Agreement, to initiate the re-conveyance of the parcel back to the developer. Additionally, at such time as the Town conveys the land to the developer, the developer is obligated to pay DCSD $500,000 as a cash-in-lieu payment to be a substitute for the school site.

Douglas County Superintendent of Schools, Erin Kane, sent the Town a letter dated February 3, 2025, (Attachment E) notifying the Town that due to changing enrollment patterns the DCSD Board of Education has determined that the subject property would not be used by the School District for a school, satisfying the DA requirement to re-convey the parcel to the original developer.

At the September 2, 2025, Council meeting, the following 3 options were discussed as it relates to future development of the parcel"

Option 1:
Option 1 would be to convey the parcel "as is" to the Developer. The developer has submitted a preapplication for residential development of the parcel for 112 single family lots, with similar lot sizes and road connectivity to the adjacent existing homes to the east. This layout would align with the current development proposal from the applicant, shown in this sketch with roadway connections to the neighborhood to the east, and no roadway connection to Rhyolite Park on the west



Option 1 Sketch

Option 2:
A second option for Council consideration is to swap an approximately 45 feet width of land on the west side of the current parcel with the developer for similar acreage on the east side of this parcel. That would allow the future developed area to have an increased buffer on the east side with the existing homes. This layout includes a road connection to Rhyolite Park on the west, and replaces a proposed roadway behind existing homes with a landscaped buffer area on the east. This option is more procedurally complicated than



Option 2 Sketch

the reconveyance outlined in the Development Agreement, as it would require a land swap with the developer and the Town for this 45 ft wide strip of land on the west side for similar acreage on the east, and would require this 45 ft strip to be rezoned to match the current parcel. This option would provide some buffering with existing neighbors on the east side of the parcel.

Option 3:
A third option is very similar to Option 2, however the northern most road connection to the existing neighborhood is turned into a cul de sac, eliminating that as a route for existing or new residents to use. An emergency vehicle access would likely be needed in this location to satisfy Fire access requirements. This option, like Option 2, would require a swap of land with the Town and rezoning of the 45 ft wide strip of land on the west side of the parcel.



Option 3 Sketch

Under any of these options, once the land has been conveyed to the Developer, the development of the property will require a site development plan submittal, review and future public hearings before Planning Commission for recommendation, and before Town Council for final decision on the layout.

Council continued the public hearing from Sept. 2, 2025, to Oct 21, 2025, to allow for further coordination with the developer. That coordination has led to a draft Memorandum of Understanding (MOU) with the developer on a development plan (Option 3 above) with additional buffers and cul-de-sacs adjacent to existing residential development. The MOU also lays out a target schedule to swap the additional strip of land to provide the buffer and process the necessary rezoning of this area.

Staff Recommendation

Staff recommends Council approval of the proposed resolution that conveys the existing parcel back to the developer, per the terms of the Development Agreement, and also approves the

Memorandum of Understanding with the developer to layout the preferred option (Option 3 above), as well as provide direction to swap land with the Town to provide an additional buffer for the development, and layout the general timelines for the associated rezoning.

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Attachment D: Agreement between DCSD and Developer
Attachment E: DCSD Written Notice Letter
Attachment F: Public Comment
Attachment G: Photos of CVR F14 Lot 1

MEMORANDUM OF UNDERSTANDING
and
AGREEMENT

This Memorandum of Understanding and Agreement ("**Agreement**") is made effective according to its terms and dated this 21st day of October, 2025, by and between CVR PA3A LLC, a Colorado limited liability company (the "**Developer**"), and the Town of Castle Rock, a home rule municipality (the "**Town**").

Recitals:

WHEREAS, the Town and the Developer's predecessor in interest entered into that certain Development Agreement dated February 21, 2012 and recorded in the Official Records of Douglas County, Colorado at Reception No. 2012013156 (the "**Development Agreement**");

WHEREAS, the Development Agreement requires the Town to reconvey Lot 1, Block 2, Crystal Valley Ranch Filing No. 14 (the "**Property**") to the Developer if the Douglas County School District RE-1 gives written notice to Town that it will never utilize the site for a school pertaining to certain real property.

WHEREAS, the Douglas County School District RE-1 delivered such notice to the Town on February 3, 2025;

WHEREAS, as of the date of this Agreement, the Town has not reconveyed the Property to the Developer and the Developer has alleged that the Town is in default of its obligations under the Development Agreement (the "**Dispute**");

WHEREAS, developer has proposed to develop the Property in accordance with Site Plan A attached hereto and incorporated herein.

WHEREAS, in an attempt to settle the Dispute, the Town and the Developer, working together, have approved the development of the Property, as modified by this Agreement, reasonably in accordance with Site Plan B attached hereto and incorporated herein;

WHEREAS, the parties have agreed that the development of the Property, as modified by this Agreement, pursuant to Site Plan B is beneficial to both the Town and the Developer; and

WHEREAS, the parties wish to avoid the expense and vagaries of litigation in relation to the Development Agreement, and desire to resolve the Dispute on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Reconveyance of the Property. The Town shall reconvey the Property to the Developer with the with the same quality of title as the Town received on or before October 24, 2025 (the "**Reconveyance**").

2. Swap Parcels. The parties have identified an area of the Reconveyed Parcel (the "**Developer Swap Parcel**") identified on Exhibit A attached hereto and incorporated herein and an equal area of the Town (the "**Town Swap Parcel**") identified on Exhibit B attached hereto and incorporated herein. The Property, together with the Town Swap Parcel and less the Developer Swap Parcel is referred to herein as the "**Reconfigured Property**."

3. Transfer of Swap Parcels. The Town shall convey the Town Swap Parcel to Developer, with a Special Warranty Deed, subject to only those permitted exceptions approved by Developer in writing. Developer shall transfer the Developer Swap Parcel to the Town with the same quality of title it received from the Town in the Reconveyance provided that the following conditions are satisfied:

A. The Town shall have rezoned and, if required, replated the Town Swap Parcel such that the Town Swap Parcel has the same final and unappealable zoning, rights, and entitlements as the Property.

B. The Town acknowledges and shall not unreasonably withhold any variances, approvals, easements, and consents reasonably required in connection with the development of the Reconfigured Property as set forth on Site Plan B. For the avoidance of any ambiguity, the Town further acknowledges that the Developer intends to submit for Town review and approval a Site Development Plan which is reasonably consistent with the plan shown on Site Plan B. It is the express intent of the parties that the Reconfigured Property may be developed in accordance with Site Plan B. Review of the Site Development Plan shall be conducted in accordance with all Town policies and procedures applicable to residential development. The Town shall not impose any fees, exactions, or other obligations upon the Developer with respect to the development of the Reconfigured Property in excess of what is required of residential development under applicable Town regulations.

C. The Town represents and warrants that in no event shall the entitlements required for the development of the Reconfigured Property, the issuance of building permits for the Reconfigured Property, any requirement for offsite improvements, or the fees due to the Town in connection with the development of the Reconfigured Property in reasonable accordance with Site Plan B be materially different that than the same would have been if the Property was developed in accordance with the plan set forth on Site Plan A (together, the "**Town Conditions**").

4. Town Condition Deadline. The Town, as its sole cost and expense, shall satisfy the Town Conditions set forth in Section 3.A above by no later than March 1, 2026 (the "**Condition Deadline**") and the parties shall consummate the transfers identified in Section 3.A above five days after the satisfaction of the Town Conditions.

5. **Intersection Control Improvements.** The parties acknowledge that the payments required by Section 6.13 of the Development Agreement have been paid to the Town and that the Town is holding approximately $754,000 in previously deposited funds. The Developer expressly consents to the Town's use of such funds to construct a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park.

6. **Liquidated Damages**. The parties acknowledge that the Developer will be irreparably harmed if the Town fails to satisfy the Town Conditions by the Condition Deadline and the actual damages that might be sustained by Developer are uncertain and difficult to ascertain, and that after negotiation, the parties have made their best reasonable estimate of such damage and have agreed that the Town will be responsible for all actual out of pocket expenses incurred by Developer in connection with the Dispute and the preparation of development plans for the Property pursuant to Site Plan A incurred as of the Condition Deadline if the Town Conditions are not satisfied by the Condition Deadline. In addition, if the Town fails to satisfy the Town Conditions by the Condition Deadline, the Town will promptly work in good faith with the Developer to provide all approvals necessary for the entitlement and development of the Property in accordance with Site Plan B.

7. **Default**. If either party breaches its obligations in this Agreement, the other party shall have all remedies available at law, in equity and as set forth in the Development Agreement with respect to the Dispute and any breach of this Agreement.

8. **Binding Nature**. This Agreement shall be construed as covenants running with the land. This Agreement (and its rights and obligations) shall inure to the benefit of and be binding upon the parties hereto and their respective successors-in-title. Section 3 shall survive the consummation of the property swap contemplated by this Agreement.

9. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the City's immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

10. **No Development Obligation.** Nothing in this Agreement shall be construed as on obligation for the Developer to develop the Property or the Reconfigured Property and in no event shall any development be restricted to the site plans attached hereto; provided, however, that any development of the property shall be in compliance with all applicable laws.

11. **Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement.

12. **Prevailing Party**. In the event of any litigation, dispute or contest arising from a breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection with such litigation, dispute or contest, including without limitation, reasonable attorneys' fees.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Douglas, State of Colorado.

14. Binding Effect; Recordation. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns. Either party is entitled to record this Agreement with the Douglas County Clerk and Recorder's Office, State of Colorado against the Property and the Town Swap Parcel.

15. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be construed according to its fair meaning and as if prepared by all of the parties hereto.

[*Signature Page Follows*]

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

Town of Castle Rock, Colorado

By:_____
Town Manager

Attest:

_____
Town Clerk

Approved as to Form:

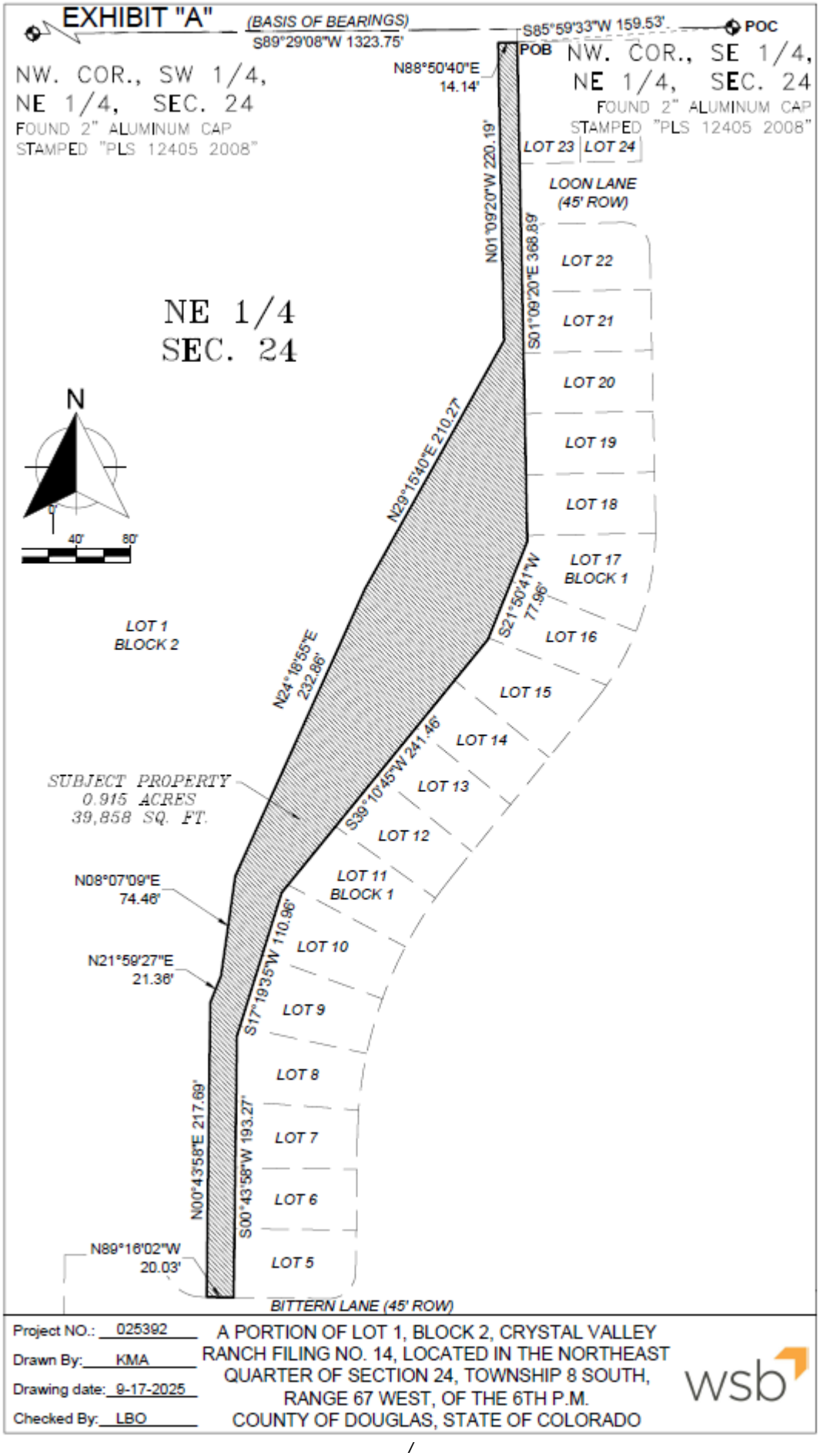
_____
Town Attorney

CVR PA3A LLC,
a Colorado limited liability company

By: _____

Title: Gregg Brown, Manager

Exhibit A
Legal Description of the Developer Swap Parcel
(see attached)


EXHIBIT "A"
(BASIS OF BEARINGS)
S89°29'08"W 1323.75'
S85°59'33"W 159.53'
POC
POB
NW. COR., SW 1/4, NE 1/4, SEC. 24
FOUND 2" ALUMINUM CAP STAMPED "PLS 12405 2008"
N88°50'40"E 14.14'
NW. COR., SE 1/4, NE 1/4, SEC. 24
FOUND 2" ALUMINUM CAP STAMPED "PLS 12405 2008"
N01°09'20"W 220.19'
S01°09'20"E 368.89'
LOT 23
LOT 24
LOON LANE (45' ROW)
LOT 22
LOT 21
LOT 20
LOT 19
LOT 18
LOT 17 BLOCK 1
LOT 16
LOT 15
LOT 14
LOT 13
LOT 12
LOT 11 BLOCK 1
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
NE 1/4
SEC. 24
N
0'
40'
80'
N29°15'40"E 210.27'
S21°50'41"W 77.96'
LOT 1 BLOCK 2
N24°16'55"E 232.86'
SUBJECT PROPERTY
0.915 ACRES
39,858 SQ. FT.
S39°10'45"W 241.46'
N08°07'09"E 74.46'
N21°59'27"E 21.36'
S17°19'35"W 110.96'
N00°43'58"E 217.69'
S00°43'58"W 193.27'
N89°16'02"W 20.03'
BITTERN LANE (45' ROW)
Project NO.: 025392
Drawn By: KMA
Drawing date: 9-17-2025
Checked By: LBO
A PORTION OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING NO. 14, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH P.M. COUNTY OF DOUGLAS, STATE OF COLORADO
wsb

/

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING NO. 14, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2015007384 ON FEBRUARY 6, 2015 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS SOUTH 89°29'08" WEST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE SOUTH 85°59'33" WEST, 159.53 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 SAID POINT ALSO BEING THE **POINT OF BEGINNING**

THENCE ALONG THE EAST LINE OF SAID LOT 1, BLOCK 2 THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 01°09'20" EAST, 368.89 FEET;
2) SOUTH 21°50'41" WEST, 77.96 FEET;
3) SOUTH 39°10'45" WEST, 241.46 FEET;
4) SOUTH 17°19'35" WEST, 110.96 FEET;
5) SOUTH 00°43'58" WEST, 193.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BITTERN LANE;

THENCE NORTH 89°16'02" WEST, ALONG SAID NORTH RIGHT-OF-WAY, 20.03 FEET;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 00°43'58" EAST, 217.69 FEET;

THENCE NORTH 21°59'27" EAST, 21.36 FEET;

THENCE NORTH 08°07'09" EAST, 74.46 FEET;

THENCE NORTH 24°18'55" EAST, 232.86 FEET;

THENCE NORTH 29°15'40" EAST, 210.27 FEET;

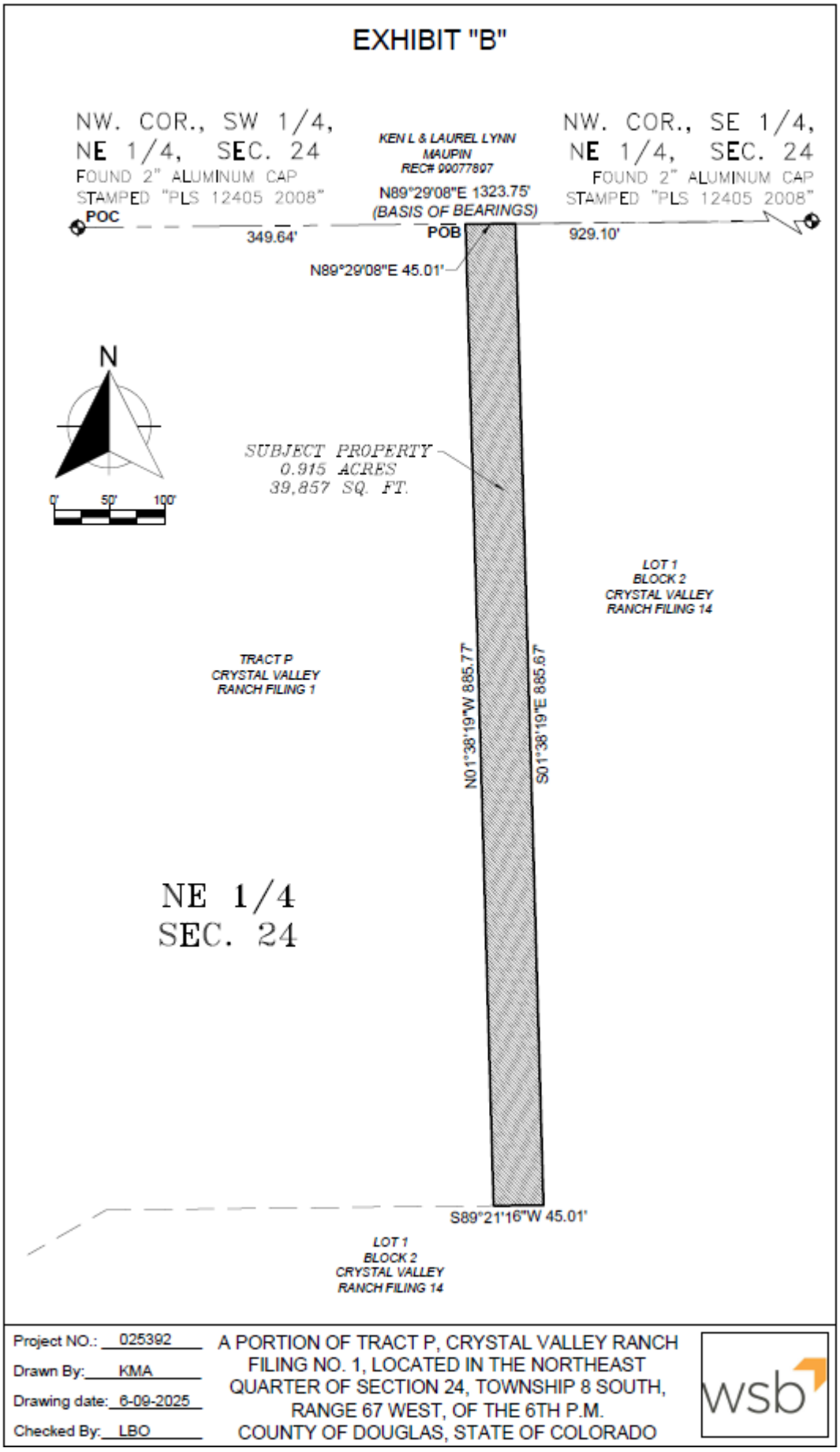
THENCE NORTH 01°09'20" WEST, 220.19 FEET;

THENCE NORTH 88°50'40" EAST, 14.14 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,858 SQUARE FEET, MORE OR LESS.

Exhibit B
Legal Description of the Town Swap Parcel
(see attached)

EXHIBIT "B"



Project NO.: 025392
Drawn By: KMA
Drawing date: 6-09-2025
Checked By: LBO

A PORTION OF TRACT P, CRYSTAL VALLEY RANCH FILING NO. 1, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH P.M. COUNTY OF DOUGLAS, STATE OF COLORADO

wsb

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT P, CRYSTAL VALLEY RANCH FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2002087570 ON AUGUST 29, 2002 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS NORTH 89°29'08" EAST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF SAID TRACT P, NORTH 89°29'08" EAST, 394.64 FEET TO THE **POINT OF BEGINNING**

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°29'08" EAST, 45.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT P;

THENCE SOUTH 01°38'19" EAST ALONG THE EAST LINE OF SAID TRACT P, 885.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT P;

THENCE SOUTH 89°21'16" WEST, ALONG THE SOUTH LINE OF SAID TRACT P, 45.01 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 01°38'19" WEST, 885.77 FEET TO **THE POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,857 SQUARE FEET, MORE OR LESS.

Site Plan A


LEGEND
SINGLE FAMILY HOUSING
OPEN SPACE TO HOA (4.1 A
LOT COUNT: 112
1.0 AC MIN.
DEDICATION TO PARKS
N
0
200
400
SCALE IN FEET

Site Plan B


45.00'
LEGEND
SINGLE FAMILY HOUSING
CVR TO TsCR PARKS (1.41
BUFFER AREA
LAND SWAP AREA
(0.9 AC)
OPEN SPACE TO CVR (0.9
133.2'
86.1'
135.50'
LOT COUNT: 112
1.0 AC MIN.
DEDICATION TO PARKS
N
0
200
SCALE
IN
FEET

RESOLUTION NO. 2025-139

A RESOLUTION AUTHORIZING THE CONVEYANCE OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING 14, FROM THE TOWN OF CASTLE ROCK TO CVR PA3A LLC AND THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING CONCERNING THE DEVELOPMENT OF SUCH PROPERTY BETWEEN THE TOWN AND CVR PA3A LLC

WHEREAS, on February 27, 2007, the Town Council (the "Town Council") of the Town of Castle Rock (the "Town") adopted Ordinance No. 2006-59 approving Major Amendment No. 3 to the Crystal Valley Ranch Preliminary Planned Development Site Plan (the "2007 Site Plan") and the Amended and Restated Development Agreement (the "2007 Agreement") with Maple Grove Land LP, Richard A. Putnam, Wayne E. Brown Family LLC, Crystal Valley Ranch Development Co, LLC, Crystal Valley Ranch Master Association, Inc., and Crystal Valley Metropolitan District No. 1 (collectively, the "Original Developers"); and

WHEREAS, among other things, Section 7.01 of the 2007 Agreement provided for the dedication of a 20.171-acre site (the "Property") to the Town for use as a middle school by the Douglas County School District RE-1 (the "District"), which Property is described in the legal description attached hereto as ***Exhibit A***; and

WHEREAS, the 2007 Agreement further provided that such dedication was to be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; (ii) within 30 days' notice that District funding is in place for the school, or (iii) December 31, 2009; and

WHEREAS, on February 14, 2012, the Town Council adopted Ordinance No. 2011-35 approving Major Amendment No. 4 to the Crystal Valley Ranch Preliminary Planned Development Site Plan and the Second Amended and Restated Development Agreement (the "2011 Agreement") the Owners; and

WHEREAS, among other things, the 2011 Agreement changed the timing of such dedication by providing that it would be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; or (ii) within 30 days' notice that District funding is in place for the school; and

WHEREAS, on February 3, 2015, following the recordation of the first plat in Planning Area 3, the Property was conveyed by the Original Developers to the Town by means of a special warranty deed, which deed is filed in the Douglas County property records at Reception No. 2015007386; and

WHEREAS, Section 7.01 further provides that, irrespective of such dedication, in the event that the District gives written notice to the Town that it will never utilize the Property for a school, then the site may be developed in accordance with the zoning regulations, preliminary site plan, and zoning ordinance for the Crystal Valley Ranch Planned Development (collectively, the "Development Plan"); and

WHEREAS, on February 3, 2025, the Town received written notice from the District Superintendent that, due to changing enrollment patterns, the District has determined that it will not use the Property for a school; and

WHEREAS, CVR PA3A LLC, as successor in interest to the Original Developer (the "Current Developer"), has informed the Town that it will be exercising its rights under the 2007 Agreement to have the Property re-conveyed to it for residential development in accordance with the Development Plan; and

WHEREAS, pursuant to Section 14.02.040.A of the Town Municipal Code (the "Code"), Town Council may approve the disposition of real property so long as such disposition is in compliance with Section 31-15-713, C.R.S; and

WHEREAS, Section 31-15-713(1)(b), C.R.S., expressly allows the Town to dispose of property not used or held for any governmental purpose by means of an ordinance; and

WHEREAS, given that: (i) the Town Council expressly approved residential zoning for the Property in the 2007 Site Plan and (ii) no rights in and to the Property were ever conveyed to the District, the Town Council hereby finds and determines that the Town neither used nor held the Property for a governmental purpose within the meaning of Section 31-15-713, C.R.S.; and

WHEREAS, accordingly, the Town Council further finds and determines that Ordinance No. 2006-59 provides the requisite authority for the Town to dispose of the Property by reconveying it to the Current Developer as contemplated in Section 7.01 the 2007 Agreement; and

WHEREAS, Town Staff and the Current Developer have reached an agreement in principle on the terms and conditions of a Memorandum of Understanding (the "MOU") whereby the Town will work with the Current Developer to bring into effect a site development plan for the Property that will be consistent with the configuration described in the map attached hereto as ***Exhibit B***; and

WHEREAS, the Town and the Current Developer have acknowledged in the MOU that this plan will require:

i. The subdivision of the Property to identify an approximately 0.9-acre parcel located on the eastern boundary of such Property described in ***Exhibit B*** as the "the "Land Swap Area;"

ii. The subdivision of Rhyolite Park to identify an approximately 0.9-acre parcel located immediately to the west of the Property described in ***Exhibit B*** as "Open Space to CVR" Area;

iii. The exchange of the "Land Swap Area" and the "Open Space to CVR" Area between the Town and the Current Developer; and

iv. The rezoning of the "Open Space to CVR" Area in accordance with its future use and the granting of any related encumbrances to further such use (*e.g,*, to provide

emergency vehicle access or temporary construction easements necessitated by the swap); and

WHEREAS, the exchange of these parcels will allow for development of the Property to proceed with: (i) the replacement of a proposed roadway with a landscaped buffer area to be located between the Property and the existing residential neighborhood located directly to the east; (ii) the addition of a road connection on the west side of the Property to Rhyolite Regional Park; and (iii) the replacement of the northernmost road connection to the existing residential neighborhood with a cul de sac and any necessary emergency vehicle access; and

WHEREAS, in addition, the Current Developer has consented in the MOU to the use by the Town of approximately $754,000 in previously deposited funds for the purpose of constructing a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park; and

WHEREAS, the Town Council finds that it is in the best interests of the Town and its residents to authorize the execution of the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, AS FOLLOWS:

Section 1. **Reconveyance of the Property**. In accordance with Section 14.02.060 of the Castle Rock Municipal Code, the Town Manager and Town Attorney are hereby directed to reconvey the Property described in ***Exhibit A*** to this Resolution to the Current Developer by special warranty deed.

Section 2. **Memorandum of Understanding**. The MOU between the Town and the Current Developer is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Town Manager and other proper Town officials are hereby authorized to execute the MOU and any technical amendments thereto by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of _____ for and _____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

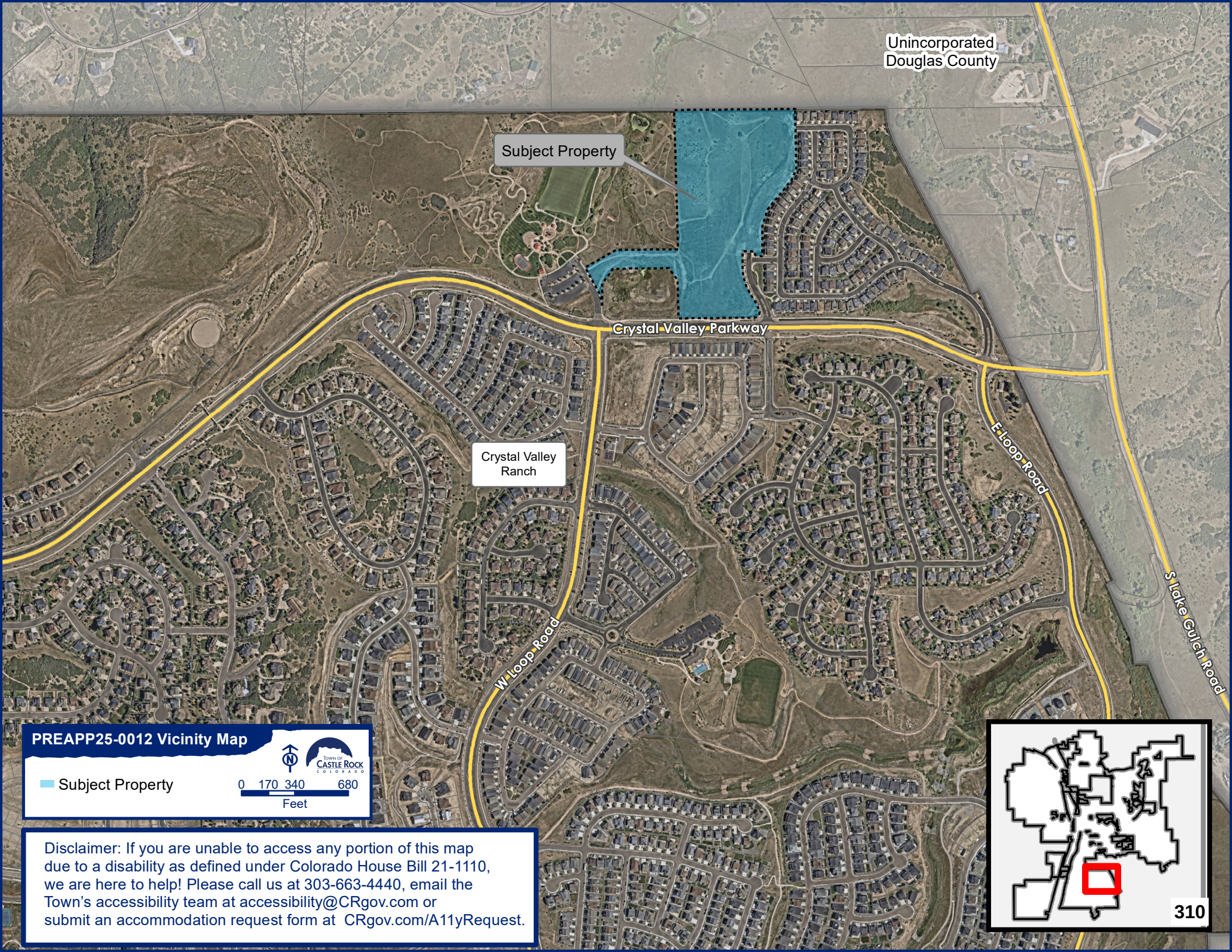
_____
David L. Corliss, Town Manager

Exhibit A
Legal Description

Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County, Colorado

Exhibit B
Property Swap Map





Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest.

shall not be entitled to any credit or offset against any Development Exaction as a result of the payments made under this Section 6.18.

6.18 Crystal Valley Parkway. Approval of any Plats that result in total platted units of 1297 in CVR shall be conditioned on the concurrent expansion of Crystal Valley Parkway to four lanes and associated improvements, including the South Lake Gulch Road acceleration/deceleration lanes.

6.19 Facilities Control. Upon dedication of Facilities by Owner and acceptance by Town, Town shall have the exclusive management control of the Facilities and all capacities therein. Town may use or allow others to use the capacities in the Facilities, provided that the capacities developed by Owner at Owner's cost shall be reserved for the benefit of the Property, or if used by Town to serve other properties, Town shall provide replacement or alternative capacities in such a manner as to not impede development on the Property.

6.20 Subdivision Improvements Agreement. The Town Regulations require that a subdivider enter into a SIA at the time of approval of a Plat. The SIA addresses with greater specificity the Facilities to be constructed to serve the Plat and the financial guarantees to assure construction of the Facilities. Unless modified in the SIA, the provisions of this Article VI will apply to the development of such Facilities, irrespective of whether or not reference to this Article VI is made in the SIA.

ARTICLE VII
PUBLIC LANDS AND FACILITIES

7.01 Required Dedication. The provisions in this Agreement for dedication of Public Lands shall supersede the requirements in the Town Regulations for dedication of a portion of the area of each Plat for Public Land. All Public Lands designated on the Development Plan that have not previously been dedicated shall be conveyed to the Town in accordance with the following schedule:

Parcel	Acreage	Trigger
OSD – Butte	44.0	Pursuant to the Purchase Contract (see 7.11, below)
OSD – (Area surrounding Butte)	89.3	Concurrently with conveyance of the Butte (see 7.11, below)
PLD – Middle School Site	20.9	The first to occur of the following: (1) recordation of the first plat in PA-3, (2) within 30 days notice that School District funding is in place for school, or (3) December 31, 2009
PLD – School/Park Site/Well Site	20.2	With recordation of the this Agreement
OSD – Regional Detention Pond	3.4	At substantial completion of the Crystal Valley Parkway Widening or December 31, 2007, whichever occurs first
PLD/UD – Well Site	2.0	With recordation of first plat within PA-6, PA-7, or PA-17 or December 31, 2008, whichever occurs first
PLD/UD – Well Site	2.0	With recordation of first plat within PA-15E-South, PA-16A, PA-16B, PA-17 or December 31, 2008, whichever occurs first
PLD/UD – Well Site	3.8	With recordation of first plat in PA-4 or December 31, 2008, whichever occurs first
OSD – Trail[9]	14.9	With first plat in PA-15E-North
OSD - Trail[9]	21.6	With first plat in PA-15 Southwest, or PA-15E-South

Irrespective of the dedication to the Town of the 20.9-acre middle school site, in the event that the Douglas County School District RE-1 gives written notice to Town that it will never utilize the site for a school, then in that event the site may be

[9] Owner shall be responsible for the design and construction of the trail. Upon completion and final acceptance of the trail by Town, Town will assume all maintenance responsibilities.

developed in accordance with the Development Plan, and Town shall re-convey the site to the Owner with the same quality of title as the Town received.

7.02 Conveyance. All Public Lands shall be conveyed to Town by special warranty deed, subject to matters of record but free and clear of liens, or other title impediments that would preclude Town from utilizing the property for its intended purposes, as reasonably determined by Town. Real property taxes shall be pro rated through the date of conveyance and paid by Owner. Unless otherwise provided in the Town Regulations to the contrary, the grantor shall furnish the Town with a policy of title insurance, issued by a title company licensed to do business in the State of Colorado, in an amount reasonably approximating market value of the Public Land in its undeveloped condition and reflecting its current zoning as the highest and best use.

If so requested by Town or required by the Town Regulations, Owner shall complete a Phase 1 environmental audit of all Public Lands prior to conveyance and acceptance by Town, and shall be solely responsible for any remedial environmental measures of hazards identified in the audit. Section 7.11 and the provisions of the referenced Real Estate Purchase Contract contain additional provisions and terms related to the conveyance of the real property that is the subject of that agreement.

7.03 Exclusion of Covenants. Owner shall exclude all Public Lands from application and effect of restrictive covenants, which may otherwise be imposed on the Property. If any Public Lands are inadvertently made subject to such covenants, this Agreement shall constitute the irrevocable consent of the Owner and the Board of Directors of any homeowners association to the exclusion of the Public Lands from the application of such covenants. However, prior to constructing or placing any structures on Public Land, Town shall give Owner and the applicable homeowner's association a reasonable opportunity to review and comment on the design and plans for any such improvements, but Town shall retain the ultimate authority to determine what improvements are placed on Public Lands.

7.04 School Impact Fee. Owner has negotiated separately with the Douglas County School District to provide supplemental funds to the District to defray the impacts on school construction attributable to development of the 2006 Annexation

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

AGREEMENT TO SURPLUS DEDICATED SCHOOL SITE

This Agreement to Surplus Dedicated School Site ("Agreement") is made and entered into this 28th, day of January, 2025 ("Effective Date"), by and between Douglas County School District RE-1 ("District"), a public school district of the State of Colorado, and CVR PA3A LLC, a Colorado limited liability company, as successor in interest (as it pertains to the reconveyance contemplated by this Agreement) to Maple Grove Land limited Partnership, a Minnesota limited partnership, Putnam CVR LLC, a Minnesota limited liability company, and Wayne E. Brown Family L.L.C., a Minnesota limited liability company ("Owner").

RECITALS

WHEREAS, the District is a public school district whose Board of Education ("Board") has the authority to sell and convey District property which may not be needed within the foreseeable future for any purpose authorized by law, and upon such terms and conditions as the Board may approve; and

WHEREAS, the Owner is the successor in interest with respect to the reconveyance interest in that certain Crystal Valley Ranch Second Amended and Restated Development Agreement with the Town of Castle Rock ("Town") dated February 21, 2012 and recorded in the Official Records of Douglas County, Colorado at Reception No. 2012013156 (the "Development Agreement"), pursuant to which Owner conveyed certain real property located in Douglas County, Colorado and more particularly described as Lot 1, Block 2, Crystal Valley Ranch Filing No. 14 (the "School Site") to the Town to be held for the benefit of the District as required by the then-current Town Municipal Code; and

WHEREAS, the Development Agreement provides that in the event the District gives written notice to the Town that it will never use the School Site for a school, then the Town shall re-convey the Site to Owner; and

WHEREAS, due to a change in enrollment patterns, the District has determined that it will never use the School Site for a school and that cash in lieu of land dedication in the amount of Five Hundred Thousand Dollars and No/100 ($500,000.00) (the "Cash in Lieu Payment") is acceptable as a substitute for the School Site; and

WHEREAS, the Owner desires to have the District relinquish its interest in the School Site by providing written notice to the Town and, upon acquisition of the School Site from the Town, to pay the Cash in Lieu Payment to the District; and

WHEREAS, the District desires to cause the Town to re-convey the School Site in consideration for the Cash in Lieu payment subject to the terms and conditions of this Agreement.

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated by reference herein, the mutual covenants set forth in this Agreement, and other good and sufficient consideration, the parties agree as follows:

1. Request to Surplus Property. The District shall recommend surplus of the School Site to the Board at its January 28, 2025 regular meeting.

2. Written Notice of Non-Use. If the Board approves the District's recommendation to surplus the School Site, then within five (5) business days thereof, the District shall notify the Town in writing, with a copy to Owner, that it does not intend to use the School Site for a school and shall use reasonable efforts to cooperate with Owner in acquisition of the School Site from the Town; provided that District shall not be obligated to incur any out-of-pocket expenses in providing such cooperation. If the School Board rejects the District's recommendation, then this Agreement shall terminate.

3. Participation in Closing; Cash in Lieu Payment. Contemporaneous with and as a condition of its closing of escrow on the acquisition of the School Site from the Town in accordance with the Development Agreement ("Closing"), the Owner shall pay the Cash in Lieu Payment to the District in good funds. The Owner shall provide a copy of this Agreement to the title company conducting the Closing and shall include the District as a party to closing for the purpose of receiving the Cash in Lieu Payment.

4. Termination. Subject to earlier termination as provided herein, this Agreement shall terminate on the earlier of the Closing or May 1, 2025.

5. Miscellaneous.

   a. **Entire Agreement.** This Agreement represents the entire agreement of the Parties hereto, and no Party has relied upon any fact or representation not expressly set forth herein. This Agreement supersedes all other prior agreements and understandings of any type, both written and oral, between the Parties with respect to the subject matter hereof.

   b. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, by electronic mail, or pre-paid first-class certified mail, return receipt requested, addressed to the

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

respective party at the address set forth in the first paragraph of this Agreement or to such other addresses as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery, (ii) on the date received if by electronic mail; or (iii) three (3) days after postmark if mailed as provided in this Section:

To District: Douglas County School District
Attn: Rich Cosgrove
620 Wilcox Street
Castle Rock, CO 80104
Email: rdcosgrove@dcsdk12.org

To Owner: CVR PA3A LLC
1700 Lincoln Street, Suite 2100
Denver, Colorado 80209
Email: gregg@cvranch.com

c. **Governing Law/Venue.** The laws of the State of Colorado shall govern the performance and interpretation of the Agreement. Venue for any dispute concerning the Agreement or to enforce any provision herein shall be exclusively in the federal court located in Colorado or the state court located in Douglas County, Colorado.

d. **Recording.** Upon full execution hereof, the District may record this Agreement in the real property records of Douglas County, Colorado.

e. **Amendments to Agreement**. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both Parties.

f. **Waiver.** A failure to assert any rights or remedies available to a Party under the terms of this Agreement, or a waiver of the right to remedies available to a Party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the Party alleged to have waived his other rights or remedies.

g. **No Assignment.** Except as otherwise provided, herein, this Agreement may not be assigned by a Party without the other Party's prior written consent.

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

h. **Counterparts.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

i. **Cooperation.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

j. **Severability.** If any provision of this Agreement is ruled to be invalid or illegal, such ruling shall have no effect upon the remaining provisions, which shall be considered legally binding and given full effect.

k. **Days.** Whenever the term "day" or "days" appears in this Agreement, it shall be construed as business day(s) not including holidays or weekends.

l. **No Third-Party Rights.** This Agreement is for the benefit of the District and the Owner and creates no rights in third parties.

[Signatures appear on next page.]

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DOUGLAS COUNTY SCHOOL DISTRICT

By: Erin K

Name: Erin Kane

Title: Superintendent

CVR PA3A LLC,
a Colorado limited liability company

Signed by:
By: Gregg Brown
EED406B6C8CE40A...

Gregg Brown, Manager

February 3, 2025

Via Email
Tara Vargish, PE
Director Development Services
Town of Castle Rock
tvargish@crgov.com

Re: Written Notice Concerning Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County, Colorado ("School Site")

Dear Ms. Vargish:

In accordance with Section 7.01 of the Crystal Valley Ranch Second Amended and Restated Development Agreement ("Development Agreement") between the Town of Castle Rock ("Town") and CVR PA3A LLC as the successor in interest to Maple Grove Land Limited Partnership, Putnam CVR, LLC, and Wayne E. Brown Family, LLC ("Developer"), this letter serves as written notice that due to changing enrollment patterns, the Douglas County School District Board of Education has determined that it will not use the School Site for a school. We understand that upon receipt of this letter, the Town will re-convey the site to the Developer.

Thank you for your attention to this matter and please contact Rich Cosgrove (richard.cosgrove@dcsdk12.org), the District's Chief Operations Officer, or Kristin Edgar (kedgar@celaw.com), the District's outside counsel, if you have any questions.

Sincerely,

Erin Kane

Erin Kane
Superintendent

cc: Gregg Brown (via email to gregg@cvranch.com)
Jeremy Rothstein (via email to jrothstein@sennlaw.com)
Mike Hyman (via email to mhyman@crgov.com)
Rich Cosgrove (via email to richard.cosgrove@dcsdk12.org)
Kristin Edgar (via email to kedgar@celaw.com)

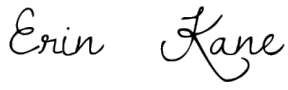
4901-8002-2294, v. 1

Audit Trail

Document Details

Title	Vargish.pdf
File Name	Vargish.pdf
Document ID	1e7e24eb3111446c9cf01702aea2afa4
Fingerprint	89fffacff785cc6955dace7981ff9512
Status	Completed

Document History

Document Created	Document Created by Debbey Quintana (dquintana@dcsdk12.org) Fingerprint: e00dc2434c2edb200e9a78761d8a39ce	Feb 03 2025 07:01PM America/Denver
Document Sent	Document Sent to Erin Kane (erin.kane@dcsdk12.org)	Feb 03 2025 07:01PM America/Denver
Document Viewed	Document Viewed by Erin Kane (erin.kane@dcsdk12.org) IP: 66.85.41.58	Feb 04 2025 08:26AM America/Denver
Document Signed	Document Signed by Erin Kane (erin.kane@dcsdk12.org) IP: 66.85.41.58 	Feb 04 2025 08:26AM America/Denver
Document Completed	This document has been completed. Fingerprint: 89fffacff785cc6955dace7981ff9512	Feb 04 2025 08:26AM America/Denver

From: [redacted]
To: Sandy Vossler
Subject: Crystal Valley Ranch Filing 14, Block 2, Lot 1 – Proposed Property Conveyance Discussion
Date: Friday, August 22, 2025 1:26:36 PM

Good afternoon
We are saddened to hear that there may be new homes built in this green space. Its a place that is enjoyed by many in the community and I hope that it is left as green space.

Thank you!

--
Thank you!

[redacted]

From: [redacted]
To: Sandy Vossler
Subject: Public Comment on Ordinance 2025-12 / Proposed Housing Development Near Rhyolite Park
Date: Friday, August 22, 2025 11:06:05 AM

Dear Town Council Members,

I am writing to share my concerns regarding the proposed build-out of more than 100 homes on the parcel of land between our neighborhood and Rhyolite Park.

This open space is not just an undeveloped lot — it is an essential part of our community. Many of us walk, bike, and spend time in this area, and it provides direct access to nature, fresh air, and peaceful surroundings. Losing this green space would be a permanent loss for residents, families, and future generations.

This was one of the main reasons I chose to move into this development eight years ago. The proximity to open space and natural beauty was a deciding factor, and to see it taken away for more housing feels like a broken promise to the community.

In addition, our community infrastructure is already under strain. In Sky View, we cannot safely or easily get out of the development at either end. There are no stoplights, and turning left is extremely difficult at most times of the day. Adding more than 100 homes in this area will only make these traffic and safety concerns worse, with no clear plan for resolving them.

We are also seeing increased risks to wildlife. Animals are already being displaced and killed by traffic as they cross through the neighborhood. Cars frequently drive too fast in this area, and reducing what little habitat remains will only worsen the problem — putting both wildlife and residents at greater risk.

Beyond traffic and wildlife concerns, additional housing will also increase pressure on our limited water resources and further change the character of the neighborhood in ways that are hard to reverse.

I respectfully urge the Town Council to preserve this land as open space or for community use, rather than conveying it back for residential development. Doing so would demonstrate a commitment to balanced growth, environmental stewardship, and the well-being of Castle Rock residents.

Thank you for considering my perspective and for your service to our community.

Sincerely,

[redacted]

[redacted]

Castle Rock, CO

[redacted]

Photos of Crystal Valley Ranch Filing 14 lot 1 from various directions:






STOP















PETITION OF CRYSTAL VALLEY RESIDENTS REGARDING RECONVEYANCE OF SCHOOL SITE

Dear Mayor and Councilmembers,

We, the undersigned residents of Crystal Valley, respectfully urge the Town Council to introduce a **fourth option** for the reconveyance of this property—one that provides a **250–300 foot buffer** between existing homes and any future development.

While three options have been presented, none adequately protect nearby residents. Option 3, though an improvement, still places high-density housing unreasonably close to established single-family lots. An expanded land swap—Option 4—would create a more defensible, community-minded transition consistent with the Town's Comprehensive Plan and the intent of the original school-site dedication.

This larger buffer is not only fair—it is prudent. The 2012 Crystal Valley Ranch Development Agreement and the more recent *Agreement to Surplus Dedicated School Site* make clear that the land was conveyed to the Town to be held for the benefit of the District, a public purpose. As the Town considers reconveyance, it retains full discretion to act in a way that protects the broader community interest. Expanding the buffer would demonstrate responsible stewardship and a balanced approach, rather than one driven by expediency or external pressure.

Residents were not parties to the original school-site transaction, nor given adequate notice when the District initiated reconveyance. Yet we will bear the lasting impacts—loss of open space, increased traffic, and reduced property values. The Council still has both the authority and responsibility to ensure this process serves the public good. Option 4 would:

- Preserve a 250–300 ft permanent buffer adjoining existing homes;
- Fulfill the reconveyance intent while reducing exposure to legal and planning challenges;
- Reflect transparent, community-driven decision-making consistent with Castle Rock's planning principles.

Please include this Option 4 for formal consideration at the **October 21 meeting**, with staff analysis. As elected officials, we trust the Council will prioritize the community's livability over an expedited deal that benefits a single developer at public expense.

Sincerely,

Name	Address	Signature
Bryan Bakley	[redacted]	
Amber Apostolo		
Beth Tower		
Chris Towler		
Kelsey Soloninka		
AlexandriaNestelroad		
Jonathan Schrage		
Kathleen Arneson		
David A. Arneson		
Marilynn Patterson		
DAVID PATTERSON		
Will Kornegay		
Maggie Villwock		
Sharon Beck		
Hilary Goulding		
Jesse Jaco		
C. Hannah Kelley		
Oscar Duran		
PAUL R JOHNSTON		
Emily Mortensen		
Elena Stanfield		
Jeff Richmond		
MARK STROMFELD		

Name		Signature
Scott Self		
Crystal Batignani		
☆ Savana Coullett		
Maragub Cuiroz		
Annie Forney		
Meghan Mansfield		
Kristen Mansfield		
Ken Yokoyama		
Debra Yokoyama		
Carly Luber		
Ruthann Riddle		
Jason Miller		
Robin Esterhammer		
Arunaksha Banerjee		
David Gosel		

☆ Fiancé will sign later stop by

Crystal Valley Pkwy

Crystal Valley Pkwy

Highwood St

Dawkins Dr

Skyview Dr

Canyon Ave

Gateway Dr

Shoveler Trail

Scaup Trail

Scaup Ln

Crystal Valley Pkwy

Highwood St

Skyview Dr

Rhyolite Park - Disc Golf Start

250'-0"

250'-0"

250'-0"

250'-0"

LOON Cir

Simcoe St

OPTION #4

Print

Castle Rock Town Council Meeting Comments - Submission #165084

Date Submitted: 10/17/2025

October 21, 2025 Castle Rock Town Council Meeting Comments

Thank you for your interest in Town Council's upcoming discussions. Please use the form below to submit your comments no later than 1 p.m. Tuesday, October 21, 2025. Comments received by that time will be forwarded to Council and included as part of the public record for the meeting, just as if you had come to comment in person. All listed fields are required.

Please be advised that your name and comments will be included as part of the public record of this meeting, and therefore, subject to disclosure under the Colorado Open Records Act statute.

Agenda item on which to comment*

25. Resolution Authorizing the Conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14, from the Town of Castle Rock t

Please pick one. To comment on more than one item, please submit an additional form.

Comment*

I live in the neighborhood adjacent to this lot. I would prefer this land not be given back to the developer and have it integrated into an expansion of Rhyolite park as it semi has been with trails and the existing disc golf. If that is not an option, I have seen the options proposed by the developer and I would be in favor of the layout of option 3.

First Name*

Matt

Last Name*

Javernick

Address*

[redacted]

City*

Castle Rock

State*

CO

Zip*

80104

Email address*

[redacted]

[redacted]

Do you wish to address Council on this item?*

- ( ) Yes: In-Person
- (•) No

If you wish to speak in-person, you must sign in at the greeter's table when you arrive in-person, at Town Hall Council Chambers, 100 N. Wilcox Street, Second Floor. Please plan to arrive at the start of the meeting, as agenda times are approximate.

Those not wishing to attend can watch the meeting at http://CRgov.com/WatchCouncil or on Comcast Channel 22.

What is your affiliation?*

- [x] Resident
- [ ] Nonresident representing Castle Rock business
- [ ] Nonresidents and businesses outside the Town of Castle Rock

RESOLUTION

CONVEYANCE OF LOT 1 BLOCK 2, CRYSTAL VALLEY RANCH FILING 14

TOWN COUNCIL MEETING
OCTOBER 21, 2025

TOWN OF CASTLE ROCK
COLORADO

VICINITY MAP

- 20+ acre lot
- North of Crystal Valley Parkway and Loop Road
- East of Rhyolite Park



CONVEYANCE AND DEVELOPMENT OPTIONS

- Development Agreement identifies this “20.9-acre middle school site” separately from other required PLD, and provides the path to re-convey it back to the developer
- Douglas County School District provided Town notice it would not be used for a school
- Options for future development discussed at Sept. 2, 2025 hearing:

Option 1



Option 2



Option 3



MEMORANDUM OF UNDERSTANDING

Town staff and Developer propose a Memorandum of Understanding that:

- Identifies development option that provides increased buffer on the east
- Reduces public road connections
- Provides access to Rhyolite Park
- Town to rezone land on the west by March 1, 2026
- Acknowledges Developer provided $754,000 toward future roadway improvements, Town may utilize this for a future roundabout at West Loop Road and Rhyolite Park

Site Plan B (aka Option 3)



RECOMMENDATION

Staff recommends Council approval of the proposed resolution that:

- Conveys the existing parcel back to the developer, per the terms of the Development Agreement, and
- Approves the Memorandum of Understanding with the developer to:
  - Identifies development option that provides increased buffer on the east
  - Reduces public road connections
  - Provides access to Rhyolite Park
  - Town to rezone land on the west by March 1, 2026
  - Acknowledges Developer provided $754,000 toward future roadway improvements, Town may utilize this for a future roundabout at West Loop Road and Rhyolite Park

PROPOSED MOTION

“I move to approve the Resolution as introduced by Title.”

ALTERNATIVE MOTIONS

Approve with Conditions:
“I move to approve the Resolution as introduced by title, with the following changes _____.”

Continue hearing to another date:
“I move to continue this public hearing to _____(date)_____, to allow for further information to be provided on _____.”

QUESTIONS?

CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT, AMENDMENT NO. 7

N

REZONING

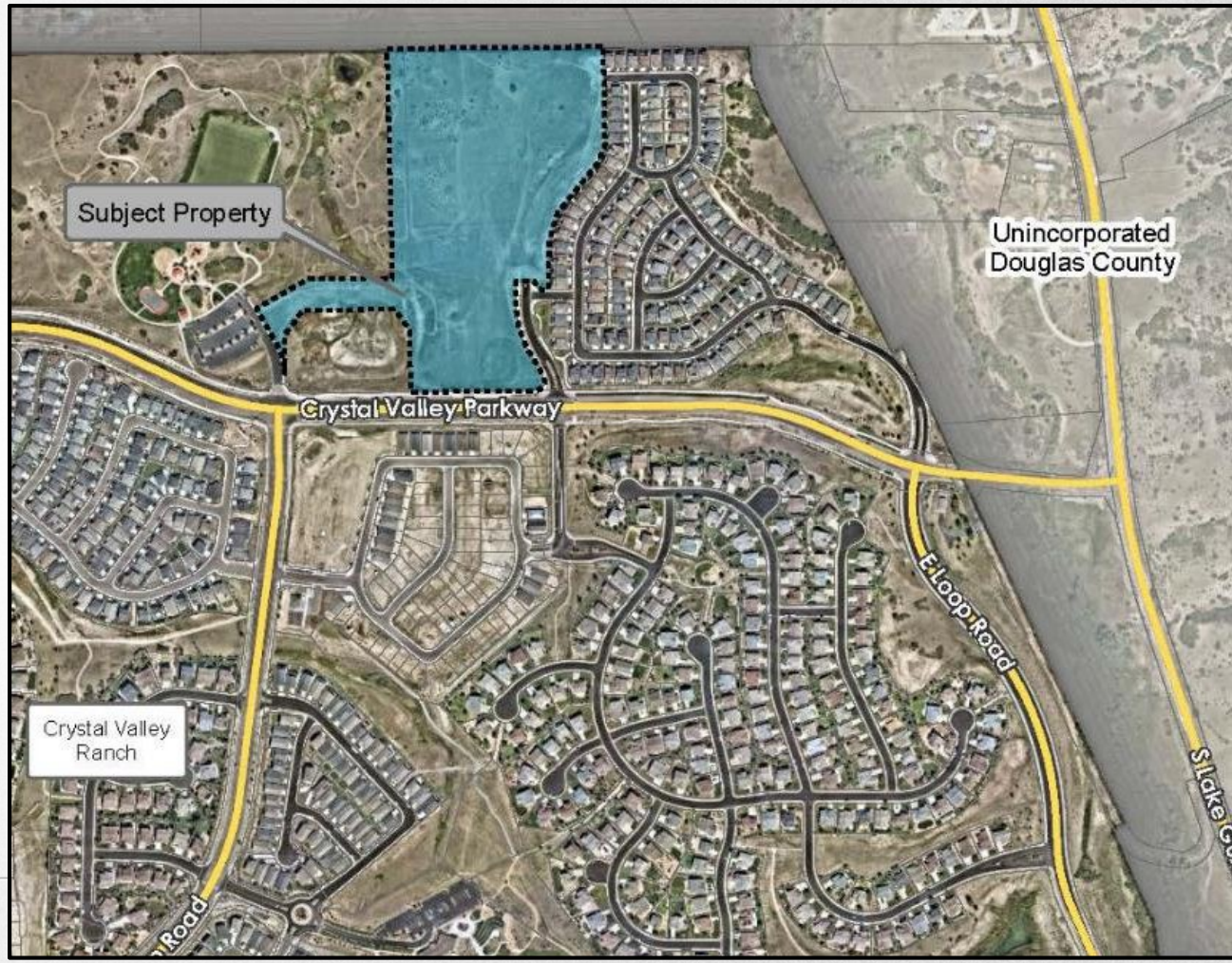
TOWN COUNCIL
JANUARY 6, 2026

TOWN OF CASTLE ROCK COLORADO

>

VICINITY MAP

- 20.2 acres
- North of Crystal Valley Parkway, east of Rhyolite Park
- Zoned for school use, public land dedication and residential development
- DCSD not proceeding with a school; per DA property may now be developed as residential

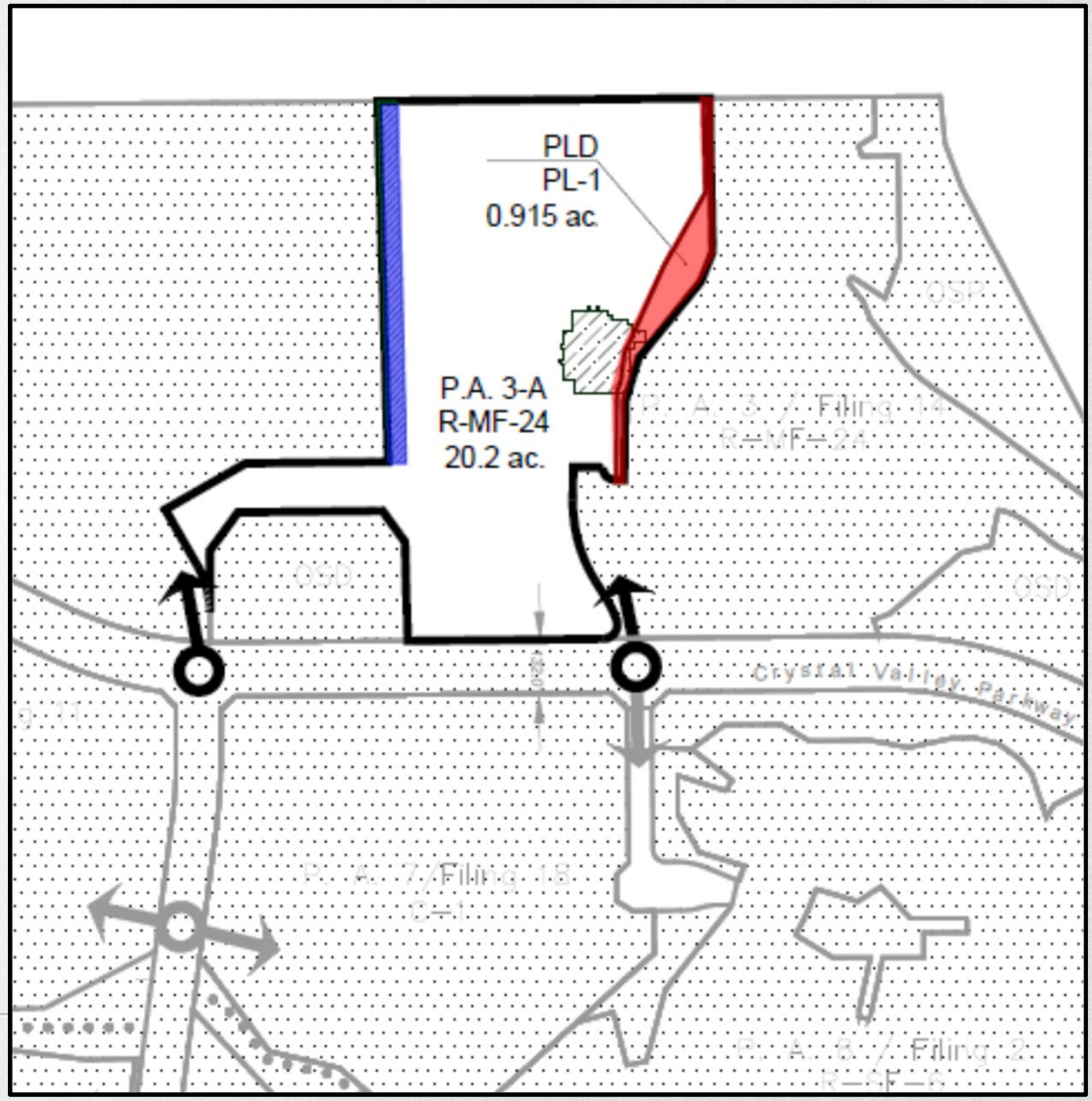


REZONING

MOU agreement shifts the current developable area to the west, facilitating a land swap:

- 45 ft wide area in **blue** would allow residential (R-MF-24)
- Area is **red** removes residential uses, adds Public Land Dedication, increasing buffer on the eastern side adjacent to existing homes

- No changes to permitted uses or development standards in PA 3-A



COMMUNITY OUTREACH AND FEEDBACK

Outreach Efforts

Properties within 500 feet are mailed notices, public hearing signs are posted, meeting notices on Town webpage

Conveyance of parcel to developer:

- 3 public meetings held at Town Council in 2025: April, September, & October

Rezoning this 45 ft wide strip:

- 1 neighborhood meeting was held

Neighborhood Meeting	
Date	Attendance
December 9, 2025	2

Feedback/Questions

- Appreciation on the buffer added on the east side
- General questions on number of holes at the disk golf course

PD AMENDMENT REVIEW AND APPROVAL CRITERIA

A. Community Vision/Land Use Entitlements
B. Relationship to Surrounding Area
C. Circulation and Connectivity
D. Service phasing and Off-site Impacts
E. Open Space, Public Lands and Recreation Amenities
F. Preservation of Natural Features

ANALYSIS AND FINDINGS

- Meets the objectives of the Town's Vision and Comprehensive Master Plan
- Consistent with the Crystal Valley Ranch Planned Development Plan and PD Zoning for Planning Area 3-A
- Complies CRMC 17.34 Planned Development Plan and Zoning criteria

RECOMMENDATION

Planning Commission recommended approval to Town Council by a vote of 6-0 on December 11, 2025.

PROPOSED MOTION

Approval:

"I move to approve the Ordinance, as introduced by title."

ALTERNATIVE MOTIONS

Approval with Conditions

"I move to approve the Ordinance, with the following conditions:" (list conditions)

Continue item to next hearing (need more information to make decision)

"I move to continue this item to the Town Council meeting on [date], at [time]."

QUESTIONS

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 11. **File #:** ORD 2026-003

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services

Ordinance Approving the First Amendment to the Dawson Trails Development Agreement (First Reading) *[property located west of Interstate 25 and north and south of Territorial Road]*

Executive Summary

ACM Dawson Trails VIII JV LLC (the "Master Developer") requests approval of a First Amendment to the Dawson Trails Development Agreement originally dated September 6, 2022 (recorded February 8, 2023). The Amendment updates select provisions related to rear yard landscaping installation responsibilities within the Water Efficiency Plan and the timing of building permits and certificates of occupancy (COs) relative to completion of the Castle Valley Interchange (CVI).

Specifically, the Amendment:

1. Allows rear yard landscaping in residential areas to be installed either by the builder or the homeowner, provided Town water efficiency standards are met;

2. Allows up to 1,500 residential units to receive vertical building permits and COs prior to CVI opening; and

3. Allows commercial building permits to be issued prior to CVI opening, while continuing to prohibit commercial COs until CVI is open to the public.

CVI is currently expected to be substantially complete in 2027. Residential and commercial vertical construction in Dawson Trails is tracking on a similar timeline. As of this date, two Site Development Plans (SDPs) totaling 485 residential units have been approved, with an additional SDP for 100 townhomes under review. The Costco SDP has been approved, and the King Soopers SDP is currently under review. Additional commercial SDPs are anticipated in the coming months.

Staff review of anticipated construction schedules indicates that most early-release residential units are unlikely to be ready for occupancy prior to the current CVI completion date; however, schedule shifts could result in limited early occupancy. The proposed Amendment provides flexibility and

certainty for development while maintaining public safety and transportation objectives.

Budget Impact

No direct budget impact is anticipated. The Amendment clarifies phasing, permitting, and developer responsibilities already associated with public safety access and transportation infrastructure timing.

Staff Recommendation

Staff recommends approval of the First Amendment to the Dawson Trails Development Agreement, which:

1. Removes the requirement that residential rear yard landscaping be installed only by the builder;

2. Allows building permits and certificates of occupancy for up to 1,500 residential units prior to CVI opening; and

3. Allows commercial building permits to be issued prior to CVI opening, while withholding certificates of occupancy for commercial uses until CVI is open to the public.

Proposed Motion

Option 1: Approval

“I move to approve the Ordinance as introduced by title.”

Option 2: Approval with Conditions

“I move to approve Ordinance as introduced by title, with the following conditions:” (list conditions)

Option 3: Continue item to next hearing (need more information to make decision)

“I move to continue this item to the Town Council meeting on [date], 2026, at [time].”

Attachments

Attachment A: Dawson Trails DA Amendment 1
Attachment B: Ordinance
Attachment C: Dawson Trails Development Agr

Meeting Date: January 20, 2026

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: Dave Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services

Title: **Ordinance Approving the First Amendment to the Dawson Trails Development Agreement (First Reading)**

Executive Summary

ACM Dawson Trails VIII JV LLC (the "Master Developer") requests approval of a First Amendment to the Dawson Trails Development Agreement originally dated September 6, 2022 (recorded February 8, 2023). The Amendment updates select provisions related to rear yard landscaping installation responsibilities within the Water Efficiency Plan and the timing of building permits and certificates of occupancy (COs) relative to completion of the Castle Valley Interchange (CVI).

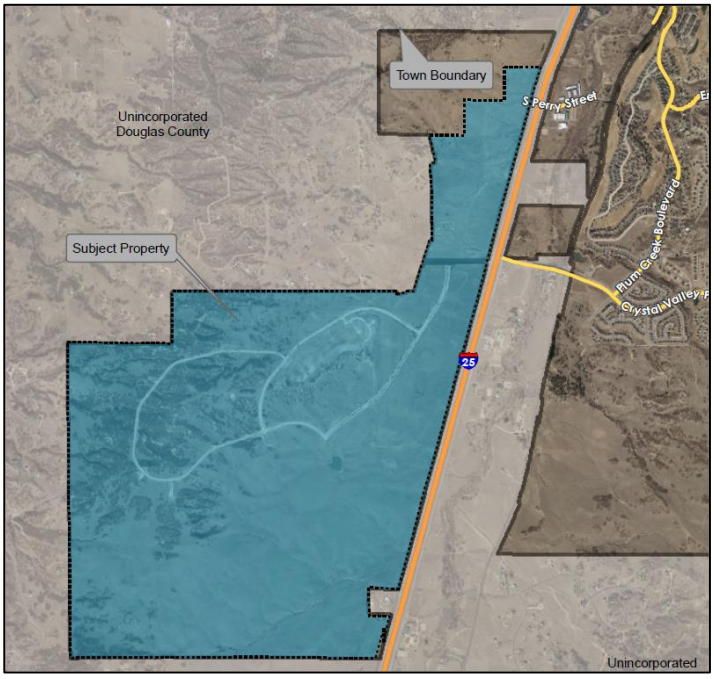


Figure 1: Site Vicinity Map

Specifically, the Amendment:

1. Allows rear yard landscaping in residential areas to be installed either by the builder or the homeowner, provided Town water efficiency standards are met;

2. Allows up to 1,500 residential units to receive vertical building permits and COs prior to CVI opening; and

3. Allows commercial building permits to be issued prior to CVI opening, while continuing to prohibit commercial COs until CVI is open to the public.

CVI is currently expected to be substantially complete in 2027. Residential and commercial vertical construction in Dawson Trails is tracking on a similar timeline. As of this date, two Site Development Plans (SDPs) totaling 485 residential units have been approved, with an additional SDP for 100 townhomes under review. The Costco SDP has been approved, and the King Soopers SDP is currently under review. Additional commercial SDPs are anticipated in the coming months.

Staff review of anticipated construction schedules indicates that most early-release residential units are unlikely to be ready for occupancy prior to the current CVI completion date; however, schedule shifts could result in limited early occupancy. The proposed Amendment provides flexibility and certainty for development while maintaining public safety and transportation objectives.

Proposed Development Agreement

The current Dawson Trails Development Agreement addresses infrastructure improvements, development phasing, open space conveyances, water rights conveyances, Town service obligations, and related matters. These obligations are intended to be mutually beneficial and to promote public health, safety, and welfare.

The First Amendment refines implementation requirements while maintaining the Town's overarching objectives related to water efficiency, emergency access, and transportation infrastructure concurrency.

Water Efficiency Plan Update

The Amendment removes the requirement in the Dawson Trails Water Efficiency Plan that rear yard landscaping for single-family homes be designed and installed solely by the builder. Castle Rock Water has determined that measurable water savings can still be achieved whether rear yards are installed by the builder or completed later by the homeowner, provided applicable water efficiency standards are met. This change removes a prescriptive builder-level requirement specific for Dawson Trails, while retaining the Town's broader water efficiency policies and the intent of the original Development Agreement.

Building Permit and Occupancy Limitations - Residential

The Amendment replaces Section 8.01 (Fire Apparatus Access Road) in its entirety. The revised section maintains the requirement that fire apparatus access roads are the responsibility of the Master Developer and must be constructed in accordance with Town standards and the International Fire Code, as amended. At least one approved access point must be maintained at all times.

Once an approved water supply for fire protection is in place, the Amendment allows vertical building permits and COs for up to 1,500 residential units prior to CVI being substantially complete. This provision provides flexibility should CVI construction

schedules change, ensuring that residential occupancy is not unnecessarily delayed due to factors outside of the builders' control.

Residential site construction typically takes 18 months or longer before vertical building can begin. Based on current schedules, residential vertical construction may begin in early 2027, with COs anticipated in mid-2027—generally aligning with CVI opening. Staff anticipates that only a small portion of units could be ready for occupancy before CVI opens; however, the higher cap provides the certainty needed to support continued investment in infrastructure and neighborhood development.

Building Permit and Occupancy Limitations - Commercial

The Amendment replaces Section 8.04(d) in its entirety. The existing Development Agreement allows only the Costco building to proceed with vertical construction prior to CVI opening and restricts Costco's CO until CVI is open.

The Amendment expands this allowance by permitting all commercial building permits to be issued prior to CVI opening, while maintaining the restriction that no commercial building may receive a CO or open to the public until CVI is complete. Because commercial uses will generate a different volume than residential vehicle trips, commercial occupancy is appropriately tied to completion of the interchange.

Several proposed commercial buildings are large-format projects that may require nine months or more of construction. Allowing building permits to be issued in advance will better align commercial openings to shortly follow CVI completion.

Other Provisions

The Amendment retains the Master Developer's responsibility for the design, construction, and agency approvals of Plum Creek Parkway interchange improvements if Northern Dawson Trails Boulevard opens between CVI and Plum Creek Parkway prior to CVI completion.

All other provisions of the Dawson Trails Development Agreement remain in full force and effect.

Budget Impact

No direct budget impact is anticipated. The Amendment clarifies phasing, permitting, and developer responsibilities already associated with public safety access and transportation infrastructure timing.

Finding

Staff finds that the proposed Amendment provides clarity and updated implementation provisions related to water efficiency and CVI-related timing for vertical building

construction and occupancy, while maintaining the Town's core public health, safety, and welfare objectives.

Recommendation

Staff recommends approval of the First Amendment to the Dawson Trails Development Agreement, which:

1. Removes the requirement that residential rear yard landscaping be installed only by the builder;

2. Allows building permits and certificates of occupancy for up to 1,500 residential units prior to CVI opening; and

3. Allows commercial building permits to be issued prior to CVI opening, while withholding certificates of occupancy for commercial uses until CVI is open to the public.

Proposed Motions

Option 1: Approval

"I move to approve the Ordinance as introduced by title."

Option 2: Approval with Conditions

"I move to approve Ordinance as introduced by title, with the following conditions:" (list conditions)

Option 3: Continue item to next hearing (need more information to make decision)

"I move to continue this item to the Town Council meeting on [date], 2026, at [time]."

Attachments

Attachment A: Dawson Trails DA Amendment 1
Attachment B: Ordinance

FIRST AMENDMENT TO
DAWSON TRAILS DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DAWSON TRAILS DEVELOPMENT AGREEMENT (this "Amendment") is made effective as of _____, 20___, by and between TOWN OF CASTLE ROCK, a home rule municipal corporation (the "Town"), and ACM DAWSON TRAILS VIII JV LLC, a Delaware limited liability company ("Dawson Trails"). Each of the Town and Dawson Trails may be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The Town and Dawson Trails Metropolitan District Nos. 1-5, each a political subdivision of the State of Colorado, Westfield Trade Center Metropolitan Districts Nos. 1 and 2, each a political subdivision of the State of Colorado, Dawson Trails I, LLC, a Colorado limited liability company ("DT1"), and Dawson Trails II, LLC, a Colorado limited liability company ("DT2"), entered into that certain Dawson Trails Development Agreement dated September 6, 2022 and recorded at the Douglas County, Colorado Clerk and Recorder's Office on February 8, 2023 at Reference No. 2023005661 (the "Development Agreement"). All capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Development Agreement. Dawson Trails is the successor in interest to DT1 and DT2, and is the Master Developer.

B. Pursuant to Section 12.1 of the Development Agreement, the Development Agreement may be amended by a writing duly executed by the Town and the Master Developer.

C. The Town and the Master Developer desire to amend the Development Agreement as set forth below.

AGREEMENT:

NOW THEREFORE, the undersigned, constituting the Town and Master Developer, hereby amend the Development Agreement as follows:

1. Water Efficiency Plan. The Water Efficiency Plan is hereby amended to provide that single family residential builders shall be required to design, but not install rear yards, and that all references to such obligation in the Water Efficiency Plan are hereby deleted and of no further force or effect.

2. Fire Apparatus Access Roads. Section 8.01 of the Development Agreement is hereby deleted in its entirety and replaced with the following provision, which shall read in its entirety as follows:

8.01 Fire Apparatus Access Roads. All fire apparatus access roads shall be completed by Master Developer in accordance with the Town Transportation Design Manual and/or the International Fire Code, as amended from time to time. Any roads that are outside the Property may be subject to state and/or federal standards. Fire apparatus access roads shall be completed throughout phasing of the Project, at intervals that are appropriate to meet the required amount of access points for the level of development that is being constructed. At no time shall there be less than one fire apparatus access point into the Property. Infrastructure, at-grade and below-grade foundation work and construction work may take place with approved fire apparatus access points that meet the minimum standards set forth by the Town for fire apparatus access into such areas.

From and after the date that a water supply for fire protection approved by the Fire Code Official, either temporary or permanent, is present on the Project, vertical building construction will be allowed; provided, however, that in no event shall building permits for vertical construction of more than 1,500 residential units and Certificates of Occupancy be issued until substantial completion of CVI.

3. **Crystal Valley Interchange**. Section 8.04(d) of the Development Agreement is hereby deleted in its entirety and replaced with the following provision, which shall read in its entirety as follows:

(d) Prior to substantial completion of the CVI, non-residential building permits may be issued, and vertical construction allowed, subject to fire apparatus access routes approved by the Fire Department. A Certificate of Occupancy for non-residential buildings will not be issued until CVI is substantially completed and open to the public. If, but only if, Northern Dawson Trails Boulevard is open to the public between CVI and Plum Creek Parkway prior to substantial completion of CVI, Master

Developer shall be solely responsible for the design and construction of, and acquiring any necessary approvals from the Colorado Department of Transportation (CDOT) and/or the Federal Highway Administration (FHWA) for, any improvements to the Plum Creek Parkway interchange that are necessary to support the additional Project traffic impact.

4. Recitals. The recitals set forth above are true and correct and are incorporated herein in their entirety by this reference.

5. Construction. Each of the Parties acknowledges that they, and their respective counsel, substantially participated in the negotiation, drafting and editing of this Amendment. Accordingly, the Parties agree that the provisions of this Amendment shall not be construed or interpreted for or against any Party hereto based on authorship.

6. Authority. Each Party represents and warrants that it has the power and authority to execute this Amendment and that there are no third-party approvals required to execute this Amendment or to comply with the terms or provisions contained herein.

7. Headings. The section headings used herein shall have absolutely no legal significance and are used solely for convenience of reference.

8. Ratified and Confirmed. The Development Agreement is hereby ratified and confirmed and shall remain in full force and effect in accordance with its original terms and provisions, except as modified by this Amendment.

9. Counterparts; Facsimile/Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and both of which together shall be deemed to constitute one and the same instrument. Each of the Parties shall be entitled to rely upon a counterpart of this Amendment executed by the other Party and sent via facsimile or electronic transmission.

[Signature pages follows]

IN WITNESS WHEREOF the Parties have executed this Amendment as of the date first written above.

TOWN:

ATTEST: **TOWN OF CASTLE ROCK**

_____ _____
Lisa Anderson, Town Clerk Jason Gray, Mayor

Approved as to form: **Approved as to content:**

_____ _____
Michael J. Hyman, Town Attorney David L. Corliss, Town Manager

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: _____

_____
Notary Public

DAWSON TRAILS:

ACM Dawson Trails VIII JV LLC,
a Delaware limited liability company

By: _____
Andrew R. Klein, Authorized Signatory

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by Andrew R. Klein as Authorized Signatory of ACM Dawson Trails VIII JV LLC, a Delaware limited liability company.

Witness my official hand and seal.

My commission expires: _____

_____
Notary Public

ORDINANCE NO. 2026-003

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE DAWSON TRAILS DEVELOPMENT AGREEMENT

WHEREAS, on September 6, 2022, the Town Council (the "Town Council") of the Town of Castle Rock (the "Town") adopted Ordinance No. 2022-018 approving the execution of the Dawson Trails Development Agreement by and between the Town, Dawson Trails Metropolitan District Nos. 1-5, Westfield Trade Center Metropolitan Districts Nos. 1 and 2, Dawson Trails I, LLC, and Dawson Trails II, LLC (the "Development Agreement"); and

WHEREAS, ACM Dawson Trails VIII JV LLC, the successor in interest to Dawson Trails I, LLC, and Dawson Trails II, LLC, is the Master Developer of Dawson Trails, a residential/commercial mixed-use community, the development of which is governed by the terms and conditions of the Development Agreement; and

WHEREAS, pursuant to Section 12.1 of the Development Agreement, the Development Agreement may be amended by a writing duly executed by the Town and the Master Developer; and

WHEREAS, the Town and the Master Developer desire to amend the Development Agreement for purposes of clarifying the timing with respect to the issuance of residential and non-residential building permits and amending the water efficiency plan for the community to conform to current Town water policies; and

WHEREAS, the Town Council finds and determines that it is appropriate for the Town to enter into the First Amendment to the Development Agreement for these purposes.

NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

Section 1. **Approval**. is hereby approved in the form presented at tonight's meeting. The Mayor and the other proper Town officials are hereby authorized to execute the Development Agreement by and on behalf of the Town.

Section 2. **Severability**. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.

Section 3. **Safety Clause**. The Town Council finds and declares that this ordinance is promulgated and adopted for the public health, safety and welfare and this ordinance bears a rational to the legislative object sought to be obtained.

APPROVED ON FIRST READING this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this ___ day of _____, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Tara Vargish, Director of Development Services

Ref #2023005661, Date: 2/8/2023 2:41 PM, Pages: 1 of 90 ,RECORDING $458.00
Electronically Recorded Douglas County, CO. Sheri Davis, Clerk and Recorder

APPROVAL OF THIS AGREEMENT CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. § 24-68-103, AS AMENDED

DAWSON TRAILS

DEVELOPMENT AGREEMENT

DATE: September 6, 2022.

PARTIES: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104.

DAWSON TRAILS I, LLC, a Colorado Limited Liability Company, **DAWSON TRAILS II, LLC,** a Colorado Limited Liability Company.

DAWSON TRAILS METROPOLITAN DISTRICT NOS. 1-5 and **WESTFIELD TRADE CENTER METROPOLITAN DISTRICTS NOS. 1 AND 2**, each a political subdivision of the State of Colorado.

RECITALS:

A. The Parties have determined that it is in their mutual interest to enter into this Agreement governing the development of the Property in conjunction with the concurrent approval of the PDP.

B. The Parties intend that this Agreement will amend and supersede all prior annexation and development agreements encumbering the Property, as more fully set forth in Section 2.02 below.

C. The Parties acknowledge that this Agreement contains reasonable conditions and requirements on the development of the Property, and that these restrictions are imposed to protect and enhance the public health, safety and welfare of future residents of the Town.

D. Each Party has taken the requisite corporate action as may be required under its respective governance instruments to authorize such Party's execution of this Agreement and to legally bind such Party to perform its obligations under this Agreement.

E. Initially capitalized words and phrases used in this Agreement have the meanings stated in Article I, or as indicated elsewhere in the Agreement.

COVENANTS:

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

ARTICLE I
DEFINITIONS

1.01 Defined Terms. Unless the context expressly indicates to the contrary, the following words, when capitalized in the text, shall have the meanings indicated:

Agreement: this Dawson Trails Development Agreement, as the same may be amended from time to time.

Charter: the Home Rule Charter of the Town, as amended.

Code: the Castle Rock Municipal Code, as amended.

Costco: the Costco Wholesale warehouse and related improvements, which are planned to be constructed within the Project.

County: Douglas County, Colorado.

C.R.S.: the Colorado Revised Statutes, as amended.

CVI: the future interchange between Interstate 25 and Crystal Valley Parkway, which is described in greater detail in Section **8.04**.

Development Exactions: the capital recovery fees and charges imposed by the Town under the Town Regulations on development and building, including the System Development Fees, as the same may be amended from time to time, and applied uniformly throughout the Town.

District or Districts: individually or collectively, the Dawson Ridge Metropolitan District Nos. 1-5, inclusive, and the Westfield Metropolitan District Nos. 1-2, inclusive, individually and collectively, as appropriate.

District Agreements: the Service Plan for the District(s), the District IGA, and such other agreements entered into by the Town and the Districts after the date of this Agreement, all as the same may be amended from time to time.

District IGA: the Intergovernmental Agreement among the Town and District(s) dated 10/19 2022, as the same may be amended from time to time.

Effective Date: the date when the ordinance(s) approving this Agreement and the PDP are effective pursuant to the Town Charter.

Force Majeure: An act of God, war, civil commotion, act of federal or state government, riot, strike, picketing, or other labor dispute, supply chain disruption, damage to work in progress by casualty, epidemic, or by other cause beyond the reasonable control of a party (financial inability, imprudent management and negligence excepted).

Full Buildout: The completion of Project as evidenced by either (1) the issuance of the certificate of occupancy for the last dwelling unit of the maximum number of dwelling units and total amount of commercial square feet, as are permitted under the PDP to be constructed within the Property, or (2) the Master Developer's issuance of written notice to the Town indicating that it has completed the Project, whichever occurs first.

Groundwater Rights: the right to and interest of Owner in the Denver Basin groundwater underlying the Property, including, but not limited to, the Denver Basin groundwater adjudicated

in Case Nos. (1) W-285; (2) W-4765; (3) W-9496-78; (4) 80CW365; and (5) 83CW356, all in Water Division No. 1 (collectively, the "**Decrees**").

Legal Challenge: any action initiated by a third party to challenge the validity of the Town's approval of this Agreement, the PDP, a Plat, or any other approval issued relating in any way to the Property. The term Legal Challenge includes, but is not limited to, an action pursuant to Colorado Rules of Civil Procedure Rule 106(a)(4) or a referendum.

Master Developer: Dawson Trails I, LLC, and Dawson Trails II, LLC, or to the extent specifically identified as such in a writing delivered to the Town as contemplated in this Agreement, their designated successors or assigns. To the extent desired by the Master Developer, the Master Developer may assign its obligations to one or more parties in accordance with Section 2.01, with respect to one or more portions of the Property, so long as such party holds fee simple title to all or a portion of the Property.

Municipal Services: public safety, water and wastewater, stormwater drainage and detention, parks and recreation, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within its municipal boundaries under its police powers.

Owner or Owners: the person(s) or entity(ies), individually or collectively, that hold fee simple title to any portion of the Property, according to the records of the County Clerk and Recorder. The use of the singular "Owner" shall refer to all owners of the Property, unless the context of the Agreement otherwise limits the reference and subject to Section 2.01 of this Agreement. As of the date of execution of this Agreement, Master Developer is the Owner of the Property.

Party(ies): individually or collectively, as applicable, the entities first referenced above, including the Town, Dawson Trails I, LLC, a Colorado limited liability company, Dawson Trails II, LLC, a Colorado limited liability company, the Districts and their respective successors and assigns.

PDP: the Dawson Trails Planned Development Plan approved by Ordinance No. 2022-017 and recorded in the Records, as amended from time to time in accordance with Town Regulations.

Phasing Plan: the matrix and notes on the PDP designating development thresholds and timing of when Public Improvements must be developed and Public Lands conveyed to the Town.

Plat: a subdivision plat of any portion of the Property approved under the Town Regulations.

Project: the residential/commercial mixed-use community anticipated to be developed within the Property, including parks, open space, and other such public amenities as set forth in the PDP and this Agreement.

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

Public Improvements: the infrastructure prescribed by Town Regulations or expressly prescribed under this Agreement necessary to furnish Municipal Services and Public Utilities to the Property, including the infrastructure required to extend or connect such on-site infrastructure to complementary infrastructure off-site of the Property and necessary to serve Public Lands. Public Improvements include, without limitation, the infrastructure necessary to serve the Property with water, wastewater, stormwater and/or drainage, park and recreation, fire protection, and transportation improvements including, but not limited to, streets, roads, sidewalks and trails.

Public Lands: those portions of the Property designated on the PDP for dedication to the Town or other public entities for parks, recreational areas, public open space, well sites, utilities, public safety and other public purposes.

Public Utilities: the infrastructure necessary to extend services (other than Municipal Services) to the Property, which are provided by public or quasi-public utilities, including natural gas, electricity and cable television.

Records: the real property records of the Clerk and Recorder of the County.

Regional Mill Levy: a property tax of five (5) mills, subject to future changes made in the method of calculating assessed valuation, to be imposed by the Districts pursuant to the Service Plan and remitted to the Town on an annual basis for the purpose of defraying costs incurred by the Town in providing such services and improvements as the Town, in its sole and reasonable discretion, believes are: (i) public in nature; (ii) for the benefit of the residents and taxpayers of the Districts; and (iii) permitted by State law to be paid for from taxes imposed by the Districts.

SDP: a site development plan for the Property, or any portion of the Property, as required and approved under Title 17 of the Code.

Service Plan: the Amended and Restated Consolidated Service Plan for the Dawson Ridge Metropolitan District No. 1, Dawson Ridge Metropolitan District No. 2, Dawson Ridge Metropolitan District No. 3, Dawson Ridge Metropolitan District No. 4, Dawson Ridge Metropolitan District No. 5, Westfield Metropolitan District No. 1, and the Westfield Metropolitan District No. 2, approved by the Town Council on 9/6, 2022, by adoption of Resolution No. 2022-100.

SIA: a Subdivision Improvements Agreement entered into between the Town and subdivider as identified on a Plat, as required under the Code.

System Development Fees: the capital-recovery charges for the Town water, wastewater, and stormwater systems and renewable water fees imposed under the Code, as the same may be amended from time to time, and applied uniformly throughout the Town.

TIA: the traffic impact analysis prepared by Fox Tuttle Transportation Group, LLC, and dated June 7, 2022, prepared with the PDP, and submitted to and accepted by the Town; and future traffic impact analyses or updates as may be required with future land development applications.

Town: Town of Castle Rock, Colorado.

Town Council: the governing body of the Town, constituted under Article II of the Charter.

Town Regulations: the Charter, Code, ordinances, resolutions, rules and regulations of the Town, technical criteria, and the provisions of all zoning, subdivision and building codes, as the same may be amended from time to time and applied uniformly throughout the Town.

Urban Services: Municipal Services and services provided through Public Utilities.

Vested Property Rights Statute: C.R.S. § 24-68-101 *et seq.*

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

1.02 Cross-reference. Any reference to a section or article number, without further description, shall mean such section or article in this Agreement.

ARTICLE II
APPLICATION AND EFFECT

2.01 Binding Effect. The Property is both benefited and burdened by the mutual covenants of this Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property, including any mortgagees or lienholders subsequently acquiring title to the Property, irrespective of whether specific reference to this Agreement is made in any instrument affecting title to the Property. Except as expressly provided in this Agreement to the contrary, upon assignment of all or a portion of its interest in this Agreement, the Master Developer, as assignor, respectively shall be relieved of all obligations imposed by this Agreement upon the Master Developer, applicable to the portion of the Property designated in the instrument assigning such obligation(s), provided that: (i) the assignee expressly assumes such obligation; (ii) the Master Developer, as assignor, shall not be relieved of any default under this Agreement attributable to the action or inaction of the Master Developer, while the Master Developer was so designated for such portion of the Property; and (iii) the assignee, if other than the Districts, meets the definition of Master Developer as set forth in Section 1.01. Except as expressly provided in this Agreement to the contrary, upon conveyance of all, or a portion of, the Property, an Owner, as grantor, respectively shall be relieved of all obligations imposed by this Agreement applicable to the portion of the Property conveyed.

2.02 Supersession. This Agreement supersedes all prior Town agreements or contracts encumbering the Property including, but not limited to, the Annexation and Development Contracts between the Town and Bellamah Community Development (Bellamah Annexations [Southern Portion] and MSP Investment Co. [Bellamah Annexations-Northern Portion] dated November 1984 [the "1984 Contracts"]), and the Suspension Agreement dated October 8, 1992, insofar as those documents affect the Property. Accordingly, neither the 1984 Contracts nor the Suspension Agreement shall have any force or effect with respect to the Property as of the Effective Date.

2.03 Mortgagee Obligation. No mortgagee or lienholder shall have an affirmative obligation hereunder, nor shall Town have the right to seek performance of this Agreement from mortgagees or lienholders, except in the event that a mortgagee or lienholder acquires fee simple title to all or a portion of the Property, in which event the mortgagee or lienholder shall be bound by the terms, conditions and restrictions of this Agreement.

2.04 Owner/Districts Responsibility. Town shall accept the District(s)' performance of Master Developer's obligations under this Agreement upon the Districts' compliance with Article III. However, the Master Developer retains the ultimate responsibility for performance of the covenants and obligations of this Agreement should the Districts fail to discharge such obligations. To the extent the Districts discharge the obligation of Master Developer under this Agreement, and to the extent permitted by Colorado law as further provided in Article III, the Districts shall have the same contractual rights and responsibilities as Master Developer under this Agreement with respect to such obligation.

2.05 Town Regulations. Subject and subordinate to any provisions to the contrary contained in this Agreement, (i) the Town Regulations shall apply to the Property in the same manner and effect as within other areas of the Town, and (ii) this Agreement shall not in any manner restrict or impair the lawful exercise by the Town Council of its legislative or police powers as applied to the Property, including specifically the amendment, modification or addition to the Town Regulations, subsequent to the execution of this Agreement. Provided, Owner does not waive its right to oppose or challenge the legality or validity of any amendment to the Town Regulations that it could maintain absent this Agreement.

When this Agreement calls for compliance with the Town Regulations, the operative Town Regulations in effect at the time such compliance is required shall govern, unless the provisions of this Agreement expressly provide to the contrary.

2.06 Commencement of Development. Except as provided otherwise herein, execution of this Agreement by Owner does not create any obligation upon Owner or Master Developer to commence or complete development of the Property within any particular timeframe. The Parties, however, understand and agree that this Agreement imposes certain financial obligations on Master Developer which are time-sensitive after the commencement of

development on the Property. Accordingly, subject to day-for-day extension in the event of any Force Majeure, in the event that Owner has not completed the construction of at least $500,000 in Public Improvements, excluding soft costs, and has not obtained the first building permit for a single-family residential structure by December 31, 2032, then the right of Owner under this Agreement and the Town Regulations to undertake further development of the Property, or to obtain permits for the construction of private improvements, shall be suspended (the "**Development Suspension**"). The Development Suspension may be released by Town Council, in its discretion, upon a showing of good cause for the delay, and the demonstration by Owner of its ability to commence and complete development of the Property in accordance with the PDP. If the Town Council determines that the Development Suspension should not be released, thereafter, the Town may initiate modifications to the PDP through the Town Regulations.

ARTICLE III
DISTRICT PARTICIPATION

3.01 **Authorization**. The Parties anticipate that the Districts will finance and construct a significant portion of the Public Improvements on behalf of Master Developer, or in the alternative, fund the Master Developer construction costs, either directly or as a reimbursement of costs incurred. It is the Parties' intention that the Districts comply with the Special District Oversight Ordinance of the Town Regulations ("**SDO**"), except as specifically set forth in the Districts' Service Plan approved by the Town Council, prior to and as a condition of undertaking any of Master Developer's obligation under this Agreement.

Accordingly, as of the Effective Date, Owner has submitted to the Town for approval the Service Plan, and upon the Town Council's approval of the Service Plan, the Town and Districts shall enter into the District IGA. The District Agreements, as applicable, shall require the Districts to impose and remit to the Town the Regional Mill Levy, beginning upon a District's first imposition of a debt service mill levy and continuing until such time as all of the Districts no longer impose a mill levy for any purpose or are otherwise dissolved, whichever is later.

Subject to Town Council approval of the District Agreements ("**District Approvals**") and the assignment of the Master Developer's obligations to fund and construct Public Improvements under this Agreement to the Districts, the Districts shall have the same contractual rights and

responsibilities as the Master Developer with respect to such obligations. Town shall accept the performance by the Districts, to the extent that the Districts discharge the obligations imposed on Master Developer under this Agreement. When undertaking development of Public Improvements, references in this Agreement to "Master Developer" shall mean "District(s)" unless the context clearly indicates otherwise. Nothing in this Agreement shall relieve the Districts from obtaining Town approval of Service Plan amendments, as may be required under the Special District Act and the SDO. Notwithstanding anything herein to the contrary, the Parties agree that the Districts may only undertake the construction and financing of Public Improvements authorized by State law or the Districts' Service Plan, and any other improvements or utilities, such as dry utilities, may not be financed or constructed by the Districts, and such responsibilities shall remain the responsibility of the Master Developer.

3.02 Default and Remedies as Between Town and Districts.

(a) As between the Town and any District which is or may become a Party to this Agreement, this Agreement constitutes a legislatively adopted intergovernmental agreement and mutually binding and enforceable comprehensive development plan for the Property and the Project pursuant to C.R.S. §§ 29-1-203 and 29-20-105(2)(g) and, as the General Assembly has expressly authorized pursuant thereto, such Parties intend that their respective obligations under this Agreement are to be enforceable by specific performance and/or injunctive relief or other equitable remedies, in addition to any remedies otherwise available at law.

(b) A "breach" or "default" by a District will be defined as the District's failure to fulfill or perform (a) any express material obligation of the District stated in this Agreement, or (b) any obligation which the District has expressly assumed pursuant to Section 3.01.

(c) In addition to those remedies otherwise available pursuant to Section 10.03, as between the Town and a District, the non-breaching Party will be entitled to enforce the breaching Party's performance of the terms of this Agreement and the PDP, pursuant to, without limitation, C.R.S. § 29-20-105(2)(g), which remedies the General Assembly has expressly authorized, to include the equitable remedies of specific performance and

injunctive relief pursuant to an expedited hearing to enforce such Party's obligations under this Agreement.

3.03 Surety. In recognition of the quasi-governmental nature of the Districts and their financial and taxing powers, Districts may satisfy the requirements under this Agreement or the Town Regulations for posting of financial guarantees to assure the construction and warranty obligations for Public Improvements the Districts have constructed by establishing a cash construction escrow (the "**Escrow**") in accordance with the following:

(a) the Escrow shall be established with a title insurance company or financial institution;

(b) the Escrow deposit shall be in the amount prescribed by the Town Regulations;

(c) Districts may make progress payments to their contractors from the Escrow deposit, provided the Town approves the payment request, which approval shall be prompt and not unreasonably withheld;

(d) the Escrow deposit may not be drawn down below the amount required for the warranty surety under the Town Regulations;

(e) the Escrow agreement shall authorize the Town to access the Escrow deposit in the event of a default by Districts, for the purpose of undertaking completion or remediation work on the Public Improvements, as more specifically provided under the applicable SIA; and

(f) the Escrow deposit remaining after completion of the Public Improvements and the posting of the required warranty surety shall be returned to the Districts.

In lieu of establishing an Escrow (for construction or warranty), the Districts may, at their discretion, post any other form of financial surety authorized under the Town Regulations.

In the event of a default by the Districts in their obligation to construct the Public Improvements, Town shall have the right to withhold approvals and permits for the applicable portion of the Project until the default is cured.

3.04 Annual Appropriation and Budget. The Districts do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Parties expressly understand and agree that the Districts' obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board(s) of the Districts and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The Districts' obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement, unless otherwise specified in writing by the Parties thereto.

ARTICLE IV
GENERAL OBLIGATIONS

4.01 Municipal Services. Except as specifically set forth to the contrary in this Agreement, and so long as Master Developer has satisfied its obligation to develop the necessary Public Improvements under this Agreement and the Town Regulations for the applicable portion of the Project, the Town shall provide the Property with Municipal Services at an equivalent service level, and on the same terms and conditions, including non-discriminatory fees and charges, as provided elsewhere within its municipal boundaries. Town reserves the right to contract with other governmental or private entities for delivery of Municipal Services to the Property, provided such service level is comparable to that provided by the Town in its proprietary capacity, and such Municipal Services are provided on similar terms and conditions as provided to similar developments in other portions of the Town. The respective obligations of the Parties for development of the infrastructure necessary for provision of Municipal Services to the Property are addressed in Article VI.

4.02 Permitted Development. Master Developer shall develop the Property in accordance with this Agreement and Town Regulations, and applicable state and federal law and regulations. Town shall allow and permit the development of the Property in accordance with the Town Regulations, the PDP, and this Agreement upon submission of proper applications; payment of fees, exactions and charges imposed by the Town Regulations; and compliance with conditions precedent to permitting imposed by this Agreement, the PDP, or Town Regulations.

The Town agrees that it shall review and process all applications for land use approvals including, but not limited to, Plats and SDPs, and any approvals of aspects thereof, and building and construction permits required in connection with the Property, in a prompt and efficient manner, in accordance with applicable Town Regulations, the PDP, and this Agreement. Town shall not unreasonably delay, condition, withhold or deny consent to or approval of any development request or permit relating to the Property and/or the Project.

4.03 Coordination. Subject to prior review, Town shall coordinate with, and affirmatively support, the Owner or Master Developer in any filings or applications before other governmental jurisdictions necessary for Owner or Master Developer to fulfill its obligations under this Agreement, or to allow development of the Property in accordance with the PDP and this Agreement.

4.04 Required Easements. To the extent necessary to provide access to or Municipal Services to the Property, Owner shall provide any easements on the Property or, if Owner has a legal right to do so, adjacent to the Property, to the Town as reasonably requested by the same prior to the issuance of the applicable Plat.

ARTICLE V
GROUNDWATER RIGHTS

5.01 Requirement. In accordance with the Charter and Code, it is the obligation of Owner to convey to the Town the Groundwater Rights (together with additional water resources, if required under this Agreement) to support the Town's obligation to provide a municipal water supply to the Property. The Town shall have no obligation to issue Plat, SDP, building permit, or other construction permit approvals, or any other approvals for development on the Property, unless Owner is in compliance with the provisions of this Article V.

5.02 **Conveyance**. The Town and Master Developer acknowledge that Master Developer has provided to the Town, at Master Developer's sole expense, an opinion of a qualified Colorado attorney (the "**Title Opinion**") that: (i) Owner owns the Groundwater Rights and (ii) upon recordation of the special warranty deed conveying the Groundwater Rights to the Town, Town will have good and marketable title to the Groundwater Rights, free of liens, encumbrances or other title defects (the "**Title Opinion Requirements**"). The Town and Master Developer further acknowledge that the Town has not accepted the Title Opinion and is in the process of assessing the Groundwater Rights with respect to the satisfaction of the Title Opinion Requirements. Owner shall reimburse Town for all reasonable actual third-party costs incurred by Town in retaining legal counsel to review and assess the Title Opinion and Title Opinion Requirements with respect to the Groundwater Rights. The Parties acknowledge and agree that, once the Town accepts and concurs with the Title Opinion, the Town shall rely upon such opinion in accepting conveyance of the Groundwater Rights. Within ten (10) days after the Effective Date, the Owner shall convey to the Town title to the Groundwater Rights by special warranty deed. Subject to the terms and conditions of the Decrees, the conveyance of the Groundwater Rights shall transfer to the Town the right to use, reuse, lease or sell the water withdrawn under the Groundwater Rights.

After conveyance of the Groundwater Rights, Owner shall execute such further reasonable and additional instruments of conveyance and other documents which Town reasonably determines necessary to grant to the Town the exclusive ownership, management and control of the Groundwater Rights. Should it be subsequently determined that marketable title to any portion of the Groundwater Rights did not vest in the Town with the conveyance of same, and such defect cannot be cured by Owner or Master Developer, the Water Credit established in Section 5.03 below shall be reduced accordingly, and the Water Bank debited in an amount equal to the SFE equivalent of the Groundwater Rights for which marketable title did not vest.

5.03 **Water Credit**. Under the Town Regulations, the Groundwater Rights are converted into development entitlements, referred to as a "Water Credit." The Water Credit is expressed as a single-family equivalent ("**SFE**"). An SFE is the measure of average annual wholesale water production that must be developed to meet the imputed demand from a single-family residence under the Town Regulations. Consequently, one (1) SFE of Water Credit represents that the holder has satisfied the Town's water dedication requirement for one single-

family residence or the equivalent demand attributable to commercial or irrigation uses under the Town Regulations. SFEs are assigned to residential, commercial and irrigation uses under the Town Regulations.

The Title Opinion is currently being assessed for 2,290.35 acre feet of Groundwater Rights for the Property, which includes 2,032.24 acre feet of the Groundwater that was adjudicated under the Decrees (the "**Adjudicated Water Rights**"). Town and Master Developer acknowledge that additional water rights other than the Adjudicated Water Rights may exist within the Groundwater Rights conveyed to the Town. With conveyance of the Groundwater Rights to the Town, a Water Credit for the Property will be established in SFE's for the Adjudicated Water Rights, to the extent then accepted by the Town. Town shall determine whether the Title Opinion Requirements have been satisfied for the Groundwater Rights, as the same may be presented by, or on behalf of, Master Developer to the Town from time to time. At no time will the Property be platted into developable lots, unless the Property has available Water Credits accepted by the Town, or otherwise provided for in Section 5.06, for such lots. Master Developer will adjudicate all of the unadjudicated Groundwater Rights that do not constitute a part of the Adjudicated Water Rights and, subject to the terms and conditions set forth above, receive an additional Water Credit with respect to such Groundwater Rights. Town shall be named as a co-applicant in the adjudication application. If Master Developer does not complete the adjudication within three (3) years from the Effective Date, the Town may pursue the adjudication and charge the Master Developer for the actual costs of said adjudication. Upon the acceptance of all or any portion of the Title Opinion by the Town, the Town will calculate the initial Water Credit for the portion of the Property related to such accepted portion of the Title Opinion. The Master Developer believes the total initial Water Credit related to the Title Opinion will be approximately as follows:

Aquifer	Adjudicated Groundwater AF/Year	Equivalent SFE Credit "Water Credits"
Lower Dawson	0	0
Denver	553.91	503.55

Arapahoe	1182.66	1075.16
Laramie Fox	295.67	89.60
Totals	2032.24	1668.31

The final Water Credit calculated by the Town in SFEs may be subject to adjustment over time, pursuant to the Water Efficiency Plan under Section 5.08 below; however, except as set forth in this Agreement, such SFE calculation shall not be affected by changes in the conversion rate of Groundwater Rights into SFEs that the Town may implement through modifications to the Town Regulations after the date of this Agreement, including any future changes in the current non-renewable dedication requirement under the Town Regulations.

5.04 Application of Water Credit. Unless otherwise directed by the Owner in accordance with Section 5.06 below, the Water Credit shall be reduced (i.e. applied):

(a) Initially, at the time of Plat approval, by the total SFE assigned to all approved development with such Plat (private and public) to the extent the water demand for such use can be determined at Plat approval;

(b) Subsequently adjusted at the time of SDP approval within the Property, or at building/irrigation permit issuance within the Property, for those uses not accounted for at the time of Plat approval, or as necessary to reflect specific SFE assignment determined at building permit; and

(c) At the time all potable and irrigation tap sizes are known, the Water Credit in the Water Bank, as defined in Section 5.05 below, shall be adjusted to reflect the SFE assignment in accordance with the Town Regulations.

5.05 Water Bank. In order to properly account for the Water Credit, Town shall administratively maintain an account designated as the Dawson Trails Water Bank ("**Water Bank**"). The Water Bank shall be debited or credited from time to time upon the Owner's application of any portion of the Water Credit in accordance with this Article V.

The Owner may request in writing an accounting of all entries made to the Water Bank and the current balance. Any objections raised by the Owner regarding an entry shall be reviewed by the Town, provided, however, that the Town's determination after such review shall be final and binding if reasonably made in accordance with this Agreement.

5.06 Required Water Sources. If the Water Bank is exhausted prior to full development of the Property, or if a specific portion of the Property has insufficient Water Credit(s), the Owner of such portion of the Property shall be required, and shall have the right to provide, in addition to those Groundwater Rights referenced in Section 5.03 above, additional water resources acceptable to the Town. At the sole discretion of the Town, cash-in-lieu of water rights in accordance with Town Regulations then in effect may be approved but, because water rights may or may not be available for purchase, will be subject to review and approval by the Town Council for each request to utilize cash-in-lieu. Absent provision of such additional water resources, the Town shall not be obligated to approve any additional Plat(s) or issue building permits for that portion of the Property for which sufficient Water Credits are not allocated, or for which a cash-in-lieu payment has not been made.

5.07 Water Efficiency Plan. Owner shall implement the Water Efficiency Plan attached as ***Exhibit 2*** ("**Water Efficiency Plan**") for all development within the Property. The Water Efficiency Plan shall be incorporated into all conveyance documents for the Property and private covenants and restrictions. All builders of residential and non-residential construction on the Property shall be required to implement and follow all requirements of the Water Efficiency Plan.

Minor modifications and clarifications or changes that are more restrictive or net neutral to the Water Efficiency Plan may be made administratively, without requiring an amendment to this Agreement, as reasonably determined by the Town. In the event more restrictive modifications are made to the Water Efficiency Plan, the corresponding credits to the Water Bank for each SFE shall be calculated based on estimated actual use of the related improvement. In the event that more restrictive water use conservation measures than are contained in the Water Efficiency Plan are subsequently adopted by Town Regulations and applied uniformly throughout the Town, the Water Efficiency Plan shall remain in full force and effect with respect to, and only with respect to, the

aspects of the Water Efficiency Plan that are more restrictive than such adopted conservation measures, and the Town-adopted more restrictive measures shall otherwise govern all future Plat approvals. In the event that the use of system development fee credits programs, as set forth in the Code in Section 13.12.080, are eliminated or amended to reduce or eliminate these programs, the Project shall be subject to such regulations, and any such credits that the Project may have qualified for will be eliminated or amended in accordance with such amendments to the Code. Except as expressly set forth herein, nothing in this Agreement shall obligate the Town to any future credits or programs that may exist at the time of this Agreement, if said credits or programs are eliminated or amended by any Code amendment.

ARTICLE VI
PUBLIC IMPROVEMENTS DEVELOPMENT

6.01 **Generally**. Master Developer shall develop the Property in accordance with this Agreement, the PDP, and applicable Town Regulations and state and federal laws and regulations. Except for the Town Improvements defined in 6.04 below, and except as set forth in Section 3.01, development of the Public Improvements shall be the exclusive obligation of Master Developer, and Master Developer shall bear the cost of planning, design, construction and financing of the Public Improvements and all other related and incidental activities, including off-site property or easement acquisition, if such off-site property interests are necessary to construct the Public Improvements or to connect the Public Improvements to existing infrastructure, and are located in the general vicinity of the Property and contained in the applicable Plat, SIA and/or SDP. Town may, at the Town's discretion, exercise its eminent domain powers to acquire such off-site property interests if Master Developer or District reasonably determine that they are unable to secure them, provided that Master Developer bears all costs of condemnation including appraisal, expert witness and attorney's fees and just compensation for the property acquired, if compensation is required.

The Public Improvements shall be developed in strict accordance with Town Regulations, the PDP, this Agreement, the Phasing Plan and the applicable SDP, Plat and SIA. Except as otherwise expressly provided in this Agreement, or the applicable SDP, Plat or SIA, Town shall have no obligation to develop Public Improvements.

6.02 Oversizing. In the event Master Developer independently develops Public Improvements which are sized to serve, or otherwise directly benefit adjacent, third-party developments, the Town and Master Developer shall prescribe in the applicable SIA for said adjacent third-party developments the method by which Master Developer may recover a fair and equitable portion of the cost of development of such Public Improvements from such adjacent third-party developments. The Town shall make diligent and best efforts to obtain such recoupment, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests.

6.03 Cooperation in Public Improvement Development. The Town and Master Developer shall cooperate in obtaining necessary permits and approvals required by other governmental agencies in order to develop the Public Improvements. The Town shall apply for any such permits or approvals in its name, or in the joint names of the Town and Master Developer, if so required by the governmental agencies. The Town shall incur no liability to Master Developer if such governmental agencies do not issue necessary permits and approvals.

6.04 Town Water and Wastewater Improvements. The Town has the obligation to construct, acquire or otherwise develop raw water production, treatment and storage and wastewater treatment of sufficient capacity to serve the Property through Full Buildout ("**Town Water and Wastewater Improvements**"). Unless a portion of the cost of the Town Water and Wastewater Improvements is allocated to Master Developer by mutual agreement, the Town shall have the exclusive obligation to design, engineer and construct the particular component of the Town Water and Wastewater Improvements, such that adequate capacity in the Town Water and Wastewater Improvement is available for service to development within the Property. If Master Developer has the obligation to jointly fund a Town Water and Wastewater Improvement, the Town's obligation to develop such Town Improvement is dependent on Master Developer providing financial guarantees and tendering funds when reasonably required by the Town.

6.05 Public Improvements Control. Upon dedication of Public Improvements by Master Developer and acceptance of the same by Town, Town shall have the exclusive ownership, management, and maintenance rights and obligations with respect to the Public Improvements, and neither Master Developer nor Owner shall have any further responsibility for ownership or

maintenance of the same. Town may use or allow others to use the capacities in the Public Improvements, provided that the capacities developed by Master Developer at Master Developer's cost shall be reserved for the benefit of the Property, or if used by Town to serve other properties, Town shall provide replacement or alternative capacities in such a manner as to not impede the amount or timing of development on the Property and so as to maintain adequate service to existing development on the Property.

6.06 Subdivision Improvements Agreement. The Town Regulations require that a subdivider enter into a SIA at the time of approval of a Plat. The SIA addresses the engineering requirements for the Public Improvements to be constructed to serve the Plat and the financial guarantees to assure construction of the Public Improvements. Unless modified in the SIA, the provisions of this Article VI will apply to the development of such Public Improvements, irrespective of whether or not reference to this Article VI is made in the SIA.

ARTICLE VII
WATER, WASTEWATER AND STORMWATER

7.01 Removal of Existing Infrastructure. Master Developer, at its sole expense, shall remove any existing on-site or off-site water, wastewater, and drainage infrastructure previously built to support this development including, but not limited to, any existing water and wastewater pipes and wells and related facilities. To the extent that existing infrastructure is located within open space area(s), Town reserves the right to determine whether the removal of the existing infrastructure would result in damage to the open space area(s). If the Town determines that removal would cause damage to the open space area(s), the Town, in its sole discretion, may relieve the Master Developer of its obligation to remove it; however, if the existing infrastructure is permitted to remain, at no time shall the Master Developer be allowed to connect to and/or use the existing infrastructure as part of the development. If Town agrees to leave any existing infrastructure in place, it will be documented in the SIA, and the Master Developer shall provide engineering locates of the infrastructure to the Town. All existing wells that must be removed shall be removed and abandoned in accordance with the rules of the State Engineer's Office. When the existing water tank is no longer utilized for on-site development purposes, the Master Developer shall, at its sole expense, remove or fill in the existing tank and revegetate the area. While the existing water tank remains in place, it shall remain privately owned and at no time shall be

connected to public infrastructure. After removal of any existing infrastructure, Master Developer shall, at its sole expense, design and construct the necessary water and wastewater infrastructure to serve the Property, per Town Regulations.

7.02 Water System Improvements. Master Developer, at its sole expense, shall design and construct the necessary water system improvements ("**Water System Improvements**") required to serve the Property as set forth in the applicable Plats, SIAs and SDPs. These Water System Improvements may include, but are not limited to, water storage tanks, pump stations ("**Pump Station**"), back-up power sources, distribution pipes, valves and related appurtenances. In the event that a water storage tank ("**Green Zone Tank**") is included in any Water System Improvements and said Green Zone Tank is to be located outside of the jurisdictional limits of the Town, the Master Developer shall be responsible for acquiring a fee simple interest in the Green Zone Tank site, as well as any land or permanent easements required to connect any associated transmission line(s) with the Property. If it is determined that a Green Zone Tank is needed, except for roadway connectivity and associated infrastructure as expressly set forth in the PDP, Plat, SIA or SDP, no overlot grading permits for residential development within the area to be served by the Green Zone Tank will be issued until such time as the Master Developer acquires the necessary land for the potential Green Zone Tank and associated transmission line(s) and begins construction of the Green Zone Tank. Master Developer shall convey to the Town the land the Green Zone Tank is on, at time of conveyance and acceptance of the Green Zone Water System and Green Zone Tank to the Town.

7.03 Wastewater. Master Developer, at its sole expense, shall design and construct the necessary on-site and off-site wastewater improvements ("**Wastewater Improvements**") required to serve the Property, with the exception of Section 7.04 below. The Master Developer shall also replace any off-site wastewater mains and sanitary sewer lines that require upsizing, which shall be determined through the final utility reports. Concurrently with, and as a condition to recordation of the first Plat on the Property, Master Developer shall pay to the Town $300,000.00, which is its proportional share (80%) of the cost for the Town-completed upsizing of the Malibu Sewer Interceptor. Additionally, it is estimated that the Project will contribute eighty percent (80%) of the wastewater flow to the Prairie Hawk Interceptor. The final contribution percentage will be reviewed and confirmed based upon the actual and reasonably projected wastewater flows at the

time construction of the Prairie Hawk Interceptor is scheduled to begin. The Prairie Hawk Interceptor is in the Town's Capital Improvement Projects list and is currently scheduled to be upsized in the year 2028, in order to support this Project. The Prairie Hawk Interceptor upsizing is currently estimated, at the time of the execution of this Agreement, to cost $810,313.00; provided, however, these costs will likely increase prior to construction. Therefore, Master Developer or Owner shall pay to the Town its proportional share of the actual costs of upsizing the Prairie Hawk Interceptor, which amount is to be determined by the Town at the time of construction, as set forth above. The Master Developer shall have sixty (60) days after receiving notice of its proportional share of the actual costs to pay the Town. The Town will notify the Master Developer if the Prairie Hawk Interceptor upsizing project is scheduled to be completed in a different year. The Town will make best efforts to complete the Prairie Hawk Interceptor in a timely manner so as to not unreasonably hinder or delay the development of the Project.

7.04 Plum Creek Parkway Sanitary Sewer Interceptor. Town shall be responsible for replacing, or funding the replacement of, the missing segment of the Plum Creek Parkway Sanitary Sewer Interceptor in a manner as to not cause unreasonable delay in the development of the Project. To allow for time for any necessary funding approvals, the Master Developer shall provide the Town with notice at least twelve (12) months in advance of making a connection to the sewer interceptor for the Project.

7.05 Water and Wastewater Service. Upon final acceptance by the Town of the Water System Improvements and Wastewater Improvements, constructed by the Master Developer to the Town specifications, the Town will own, manage, and maintain the Water System Improvements and Wastewater Improvements at Town expense; provided, however, that Owner or its successor will retain ownership and the responsibility to maintain that portion of: (i) each water service line from the curb stop to the building, and (ii) each sanitary sewer service line from the sanitary sewer main to the building. Water and wastewater service will be billed and collected by the Town pursuant to the terms and conditions of the Town Regulations.

7.06 Lift and Pump Stations. In the event wastewater lift and/or potable water pump stations are necessary within the Property, in order to provide adequate water and wastewater service to the Property, Master Developer shall pay to Town an operation and maintenance fee

("**O&M Fee**") for each lift and/or pump station. The amount of the O&M Fee payment shall be determined at the time the lift and/or pump station is designed, based on actual costs necessary to operate and maintain said lift and/or pump station(s), and payment shall be due concurrently with recordation of the SIA for the parcel utilizing the lift and/or pump station.

7.07 **Drainageway Improvements**. Master Developer shall be responsible for preserving and fully stabilizing all major drainageways within the Project boundaries having a watershed area greater than 130 acres, in accordance with Town Regulations. In particular, Master Developer, at its sole expense, shall be responsible for the design and construction of drainage improvements, required pursuant to Town Regulations, to the North Dawson and South Dawson drainageway and the Gamble Ridge and Gamble Ridge North drainageway, in accordance with the approved North and South Dawson Tributaries Master Plan Report dated February 2011, the Gamble Ridge and Gamble Ridge North Tributary Master Plan dated October 2014, and the local governing jurisdiction and state and federal regulations (the "**Drainageway Improvements**"). The Drainageway Improvements include, but are not limited to, (a) all major drainageways and floodplain improvements within Town limits on the west side of Interstate 25; provided, however, that there shall be no reimbursement to the Town for major drainageway improvements completed by the Town as part of the CVI, except, and to the extent such drainageway improvements are oversized in order to accommodate anticipated drainage flows generated by the Project; and (b) major drainageway and floodplain improvements at the outfall points from the Property discharging east of Interstate 25 to the confluence with East Plum Creek (the "**East Drainageway Improvements**") .

The Drainageway Improvements shall be constructed and completed concurrently with any adjacent subdivision improvements and as part of the Public Improvements necessary to serve the Property. The Drainageway Improvements located within the Town boundaries shall be dedicated to the Town in a separate floodplain tract. Portions of Drainageway Improvements on private property, or outside of the Town boundaries, shall be dedicated to the appropriate District or owner's association for ownership and maintenance. Drainageway Improvements shall be constructed consistent with Town Regulations including, but not limited to, the Town Storm Drainage Design and Technical Criteria Manual, as amended. At the Town's sole discretion, if Master Developer is unable, for any reason, to obtain the necessary permit(s) for all required

Drainageway Improvements, Master Developer shall deposit with Town an amount equivalent to the estimated cost, as reasonably determined by the Town, of completing such improvements.

ARTICLE VIII
TRANSPORTATION IMPROVEMENTS

8.01 **Fire Apparatus Access Roads**. All fire apparatus access roads shall be completed by Master Developer in accordance with the Town Transportation Design Manual and/or the International Fire Code, as amended from time to time. Any roads that are outside the Property may be subject to state and/or federal standards. Fire apparatus access roads shall be completed throughout phasing of the Project, at intervals that are appropriate to meet the required amount of access points for the level of development that is being constructed. At no time shall there be less than one fire apparatus access point into the Property. Infrastructure and below-grade foundation work may take place with approved fire apparatus access points that meet the minimum standards set forth by the Town for fire apparatus access into below-grade foundation areas.

Town will allow for at-grade and below-grade construction work to occur onsite with the current at-grade railroad crossing or similar approved fire apparatus access. No vertical building construction will be allowed, except for the Costco building site, without a Town-approved grade-separated railroad crossing for a fire apparatus access point. Unless prior approval is given by the Fire Code Official, or as allowed by this Section, at-grade railroad crossings for fire apparatus access points are prohibited. Requests for an at-grade railroad crossing must be in writing to the Fire Code Official and include all extenuating circumstances for the waiver. Any above-grade construction without prior Fire Code Official approval shall immediately be issued a stop work order, and no further work may commence at said site without written approval from the Fire Code Official.

8.02 **Emergency Vehicle Access.** Owner, at its sole cost and expense, shall design, construct and, to the extent it is within the Property, maintain permanent emergency vehicle access roads (each, an "**EVA**") through the Property to provide access to the Keene Ranch subdivision, at approximately the location referenced in the PDP. In addition, provided that the Twin Oaks subdivision approves same via a written instrument reasonably acceptable to Owner and the Town, Owner shall, at its sole cost and expense, design and construct a permanent emergency vehicle

access for the Twin Oaks subdivision at or near the existing Clarkes Circle as it will intersect with Crystal Valley Parkway. The final location of the EVAs, will be determined by the Town at time of SDP, and EVAs shall be constructed with the adjacent Public Improvements on the Property. EVAs shall be designed and constructed to meet the requirements as set forth in the International Fire Code, as amended from time to time, pertaining to weight support and grade specifications, to allow for the movement of vehicles in both directions. The EVAs will require bollards and chains at each end, with Town-approved Knox locks at both sides.

8.03 Dawson Trails Boulevard. The Project's projected traffic demand at Full Buildout requires Dawson Trails Boulevard to be a major arterial from Plum Creek Parkway to the southern Property boundary, as set forth below. Other than as required by the CVI project, the cost of which shall be borne by Town, Master Developer, at its sole cost and expense, shall design the full width of Dawson Trails Boulevard in accordance with the Town's standard street cross sections, and consistent with the approved TIA for a "major arterial" class street, from Plum Creek Parkway to the southern Property boundary. The Parties acknowledge and agree that portions of Dawson Trails Boulevard are expected to be designed and constructed by Town as part of the CVI project, and that Owner's design of same may be incorporated into the Town's design.

(a) **Northern Dawson Trails Boulevard**. Master Developer, at its sole cost and expense, shall construct, at a minimum, two (2) lanes of Dawson Trails Boulevard, to be referred to as "Northern Dawson Trails Boulevard," from the northern terminus of the CVI project north to Plum Creek Parkway. Northern Dawson Trails Boulevard shall be open to the public from CVI to Plum Creek Parkway prior to traffic volumes reaching 25,000 vehicle trips per day (vpd) on the west side of CVI. Once traffic volumes reach 25,000 vpd on the segment of road between the I-25 southbound ramps and the first intersection to the west of these ramps, then no further building permits will be issued until Northern Dawson Trails Boulevard is open to the public from CVI to Plum Creek Parkway. Construction of the first two (2) lanes of Northern Dawson Trails Boulevard may begin earlier, however, it shall not begin until notice to proceed has been given by the Town for the construction of the CVI. Master Developer, at its sole cost and expense, shall construct, when warranted based upon an approved TIA, auxiliary turn lanes at the Plum Creek Parkway and Northern Dawson Trails Boulevard intersection.

The remaining two (2) lanes of the Northern Dawson Trails Boulevard shall be constructed by the Master Developer when traffic volumes reach 12,000 vehicle trips per day north of the Project or per the Phasing Plan, whichever occurs first. In the event Town constructs Northern Dawson Trails Boulevard or portions thereof, Master Developer shall reimburse Town for the Town's design, construction and right-of-way costs. Such payment to Town shall be a condition to recordation of the first Plat of developable property that creates more than 25,000 vpd (proposed and existing traffic) on the west side of CVI.

Town shall make diligent and best efforts to recoup costs, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests, from directly benefited adjacent properties as they are developed. If the District(s) or Master Developer pays for the design and construction of Northern Dawson Trails Boulevard, the Town will not seek recoupment and/or reimbursement of said costs from any properties within the District(s) at the time the District(s) issues debt for such improvements.

(b) **Southern Dawson Trails Boulevard**. Town shall be responsible for the entire cost to design and construct a portion of Dawson Trails Boulevard, to be referred to as "**Southern Dawson Trails Boulevard**," as same is required pursuant to the CVI project; provided, however, except, and to the extent that, Southern Dawson Trails Boulevard is oversized or otherwise amended in order to accommodate Master Developer's design and construction of the Project in excess of the requirements of the CVI project, said costs shall be borne by Master Developer. Except as set forth herein regarding the Town's responsibility for the design and cost of Southern Dawson Trails Boulevard as a part of the CVI project, Master Developer, at its sole cost and expense, shall construct Southern Dawson Trails Boulevard, from CVI south to the southern Property boundary, in accordance with approved plans. Except as set forth herein regarding the Town's responsibility for the design and cost of Southern Dawson Trails Boulevard as a part of the CVI project, Southern Dawson Trails Boulevard shall be constructed by the Master Developer at the time required by the Phasing Plan or the TIA, whichever occurs first. The Town will agree to construction of a transition down to two (2) lanes based on forecasted

Project volumes being less than 12,000 vehicles per day on average, and to allow a transition to two (2) lanes prior to the southern Property boundary to align with the County design, which the Parties acknowledge and agree calls for two (2) lanes commencing at the southern boundary of the Property. Town shall make diligent and best efforts to recoup costs, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests, from directly benefited adjacent properties that are outside of the District boundaries at the time the District(s) issue debt for such improvements, as they are developed.

8.04 Crystal Valley Interchange (CVI).

(a) Unless otherwise expressly provided in this Agreement, no building permits shall be issued until the completion of the Crystal Valley Interchange (CVI) Project and the Master Developer has paid their required contribution, as set forth below. At the time of execution of this Agreement, the estimated cost of the Crystal Valley Interchange (CVI) project is $118,000,000.00 ("**Total CVI Project Cost**"). The parties have agreed to cost sharing for the CVI project as set forth below.

(b) Subject to the terms herein, the Master Developer shall be responsible for contributing fifty million dollars ($50,000,000.00) (the "**Developer CVI Contribution**") to the cost of building the CVI project. Subject to the terms herein, the remaining cost for the CVI project will be funded by contributions from (1) the Town and the County ("**Town and County CVI Contribution**"), estimated to total approximately $50,000,000.00 and (2) other funding sources including, but not limited to, grants ("**Other CVI Contribution**"), currently estimated to total approximately $18,000,000.00. At the time Town has an approved Construction Agreed Price ("**CAP**") for the CVI with the Town's contractor, Town will notify Master Developer of the Developer CVI Contribution amount. Subject to Force Majeure and the terms herein, Master Developer shall have twenty-one (21) days from the time the Town notifies the Master Developer to pay the Developer CVI Contribution. The Developer CVI Contribution shall be deposited in the CVI Escrow pursuant to the terms set forth below.

As of the Effective Date, the Town is actively pursuing additional grant and other funding for the CVI project. If the Town successfully obtains additional funding, it will first be used to cover the Other CVI Contribution. If the Town successfully obtains additional funding in excess of the remaining costs for the CVI project not covered by the Developer CVI Contribution and the Town and County CVI Contributions, these funds shall be used to reduce the CVI contributions as follows: twenty-five percent (25%) to the Town, twenty-five percent (25%) to the County, and fifty percent (50%) to the Master Developer. If the Total CVI Project Cost is less than $118,000,000.00, the Other CVI Contribution will be reduced before any reduction in either the Town and County CVI Contribution or the Developer CVI Contribution. If the estimated costs for the CVI project exceed the Total CVI Project Cost set forth above (a "**CVI Project Overage**"), the Town and Master Developer agree to use good faith and commercially reasonable efforts to fund the CVI Project Overage. If the Master Developer does not provide the funding for the Developer CVI Contribution by either March 1, 2023, or twenty-one (21) days from the date the Town has an approved CAP, whichever is later, the Town shall have the right, but not the obligation, to proceed with the CVI project and the Master Developer, or the District(s), shall reimburse the Town for all costs exceeding the Town and County CVI Contribution, but under no circumstances shall these costs exceed sixty-eight million dollars ($68,000,000.00).

Town shall make diligent and best efforts to recoup costs, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests, from properties that are outside of the District(s) boundaries at the time the District(s) issue debt for such improvements, which will benefit from the CVI project.

(c) Town and Master Developer agree that the funding for the CVI project shall be managed and distributed using a cash construction escrow (the "**CVI Escrow**") and Escrow Agreement in accordance with the following:

(i) the CVI Escrow shall be established with a title insurance company or financial institution;

(ii) the CVI Escrow deposits shall be in the amounts prescribed in Section 8.04(a) above; and

(iii) the Town shall make progress payments to their contractors from the CVI Escrow, provided the Town approves the payment request, which approval shall be prompt and not unreasonably withheld.

(d) Prior to substantial completion of the CVI, but not before commencement of construction of CVI, a building permit for Costco may be issued, and vertical construction allowed, subject to fire apparatus access routes approved by the Fire Department. A Certificate of Occupancy for Costco will not be issued until CVI is open to the public. The Town will not issue more than five hundred (500) building permits for residential development within the Property, until such time as (i) Northern Dawson Trails Boulevard is open to the public between CVI and Plum Creek Parkway; and (ii) CVI construction has commenced. Once any of these five hundred (500) residential building permits are issued, the Town will issue Certificates of Occupancy once each building has met any and all Town building code and site compliance requirements. Master Developer is solely responsible for the design and construction of, and acquiring any necessary approvals from the Colorado Department of Transportation (CDOT) and/or the Federal Highway Administration (FHWA) for, any improvements to the Plum Creek Parkway interchange that are necessary to support the additional Project traffic impact prior to opening of the CVI.

8.05 Construction Traffic Access. All construction traffic shall only access the Property by a Town-approved construction route.

8.06 Twin Oaks Entrance. Master Developer, at its sole cost and expense, shall design and construct the Twin Oaks Entrance and the entry street located within the Town of Castle Rock, serving the County properties located on Twin Oaks Road and Clarkes Circle. Any maintenance responsibilities shall not be the responsibility of the Town and shall be determined pursuant to a private agreement between the Owner or Master Developer and the property owner's association for Twin Oaks, or such other entities as may be appropriate.

8.07 Public Improvements Participation. Concurrently with, and as a condition to recordation of the first Plat on the Property, Master Developer shall pay to the Town the Property's total pro rata share of the total estimated cost of the following improvements, which improvements will be constructed by Town or others when warranted:

(a) Thirty-four point nine percent (34.9%) of the total cost of a traffic signal at the intersection of Plum Creek Parkway and Northern Dawson Trails Boulevard; and

(b) Twenty-four percent (24%) of the total cost of right-turn lanes at the southbound entrance ramp from Plum Creek Parkway to Interstate 25.

8.08 Pedestrian and Bicycle Crossings. Master Developer, at its sole cost and expense, shall design and construct grade-separated crossings at all major collector and arterial roadways for pedestrian and bicycle paths as shown on the PDP.

8.09 Transportation Demand Management Requirements. Master Developer is obligated to implement certain CDOT-approved Transportation Demand Management ("**TDM**") strategies, as determined necessary to meet the State's 1601 TDM Standards for approval of the CVI. Town acknowledges that Master Developer has agreed to take, or has already taken, certain TDM measures including reducing the density on the Property through the PDP; reducing the density of residential uses in the Project by approximately twenty-six percent (26%); and reducing the square footage of non-residential uses in the Project by over eighty (80%), thereby reducing vehicle trips to the CVI. In addition, Owner is dedicating land, per Section 9.08, for use as a Mobility Hub. Unless required by CDOT as a condition of CVI approval, Master Developer shall not be required to implement any further TDM measures. Notwithstanding the foregoing, the TDM measures will not include requiring the creation of a transportation management agency nor requirements for indoor employee shower/locker rooms and showers in buildings.

8.10 Future Transportation Improvements. As the Project is developed, the Town reserves the ability to require the Master Developer or Owner, as appropriate, to provide transportation improvements as determined necessary by future TIAs, SDPs, or construction documents, in accordance with the Town Regulations.

ARTICLE IX
PUBLIC LANDS AND IMPROVEMENTS

9.01 Required Dedication. All Public Lands shall be offered for dedication and, upon acceptance, conveyed to Town, at no cost to Town (i) with the first Plat in which the Public Land tract lies, or (ii) with the first Plat adjacent to the Public Land tract, whichever occurs first; provided, however, that with respect to the Public Land tract(s) described in the map and legal description attached as ***Exhibit 3***, said tract(s) shall be conveyed to the Town upon the execution of this Agreement (the "**Initial PLD Tracts**"). In addition, if the Town reasonably requires any other Public Land tract prior to the first Plat that such tract lies within, or the first Plat adjacent to such tract, the Owner shall convey the tract to the Town at such time. All conveyances shall be in accordance with 9.03 below. Notwithstanding the conveyance to the Town of the Initial PLD Tracts, subsequent to such conveyance Master Developer, subject to the Town's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed, is hereby granted: (a) access in, to, over, through, upon, across and under the Initial PLD Tracts for the purposes of: (I) designing, creating, constructing, installing, maintaining, repairing and replacing slopes by cuts and fills of soil adjacent to public sidewalks and/or public rights-of-way, and the maintenance and re-creation thereof, which shall specifically include the right, in accordance with generally accepted engineering practices, to excavate, slope, cut, fill, install stormwater drainage pipes, open channels and/or facilities, and grade or otherwise change the natural contour of the Initial PLD Tracts to support and accommodate the adjacent public street, roadway or sidewalk; and (II) grading, excavating and/or sloping the Initial PLD Tracts. Town and Master Developer agree to work collaboratively and in good faith on the location of any utility alignment(s). The Parties agree that the preferred location of any utility alignment(s) is along the boundaries of any parcel(s).

9.02 Development Costs. Master Developer, at its sole cost and expense, shall extend water, wastewater, and stormwater utilities and streets of sufficient capacity and/or quantity as necessary to serve Public Lands to the property boundaries of such Public Lands as part of the applicable Phase improvements. Master Developer shall pay to the Town the applicable water and wastewater System Development Fees, renewable water resource fees, and meter set fees in accordance with the Town Regulations ("**Tap Fees**"), to the extent the Town utilizes water for Town parks or buildings developed on Public Lands. The Tap Fees shall be paid to the Town prior to recordation of the Plat which includes the applicable Public Land, or if the number and size of

the Water Tap Fees for the platted Public Land is not known at the time of Plat recordation, within 60 days after notice from the Town that the park or building Tap Fees have been determined based on the Town's development plan for the Public Land. Master Developer shall not be required to pay any Tap Fees for water and/or wastewater service exclusively benefitting school development on Public Lands.

9.03 Conveyance. All Public Lands and other parcels to be conveyed to the Town shall be conveyed to the Town, at no cost to the Town, by special warranty deed, free and clear of monetary liens, but subject to matters of record that would not preclude the Town from utilizing the property for its intended purposes, as reasonably determined by the Town. Unless otherwise provided in the Town Regulations to the contrary, the Owner, as grantor, shall furnish the Town with a policy of title insurance, issued by a title company licensed to do business in the State of Colorado, in the amount of $10,000 per acre. If so requested by the Town or required by the Town Regulations, Master Developer shall complete and deliver a Phase I environmental audit of all Public Lands prior to conveyance and acceptance by the Town. Should the Phase I identify the need for a Phase II audit, then Master Developer shall deliver such Phase II to Town and shall be solely responsible for any remedial environmental measures of hazards identified in the Phase II audit reasonably imposed by Town, as a condition to Town's acceptance of such Public Lands.

9.04 Wildland Urban Interface Mitigation. All Public Lands and other parcels to be conveyed to the Town shall be assessed, at no cost to the Town, by a professional that is familiar with Wildland Urban Interface (WUI) mitigation. This assessment shall be provided to the Life Safety Division of the Fire Department for review to determine if any treatments are necessary to meet the current Community Wildfire Protection Plan that has been approved by the State and Town. Unless otherwise provided in the Town Regulations to the contrary, the Master Developer, shall furnish the Town with the review letter from the Fire Department, stating that no treatments are required at the time of conveyance. If so requested by the Town or required by Town Regulations, the Master Developer shall contract with a competent contractor that is familiar with WUI mitigation to perform all identified treatments for all Public Lands prior to conveyance and acceptance by the Town. All mitigation treatments shall be completed by the Master Developer as a condition to Town's acceptance of such Public Lands, except for those Public Lands identified as PL 1.07 and PL 1.10, which shall be conveyed to the Town at the time of the Effective Date of

this Agreement, per Section 9.01. All mitigation treatments required pursuant to this Section 9.04 for PL 1.07 and PL 1.1 shall be completed by the Master Developer prior to the first residential building permit for the Project, or within two (2) years of these Public Lands being conveyed to the Town, whichever comes first. Once the initial mitigation is completed by the Master Developer and the Public Land is conveyed to the Town, it shall be the responsibility of the Town to maintain the level of treatment that is appropriate as identified in the reviewed assessment and any subsequent updates.

Any Public Lands being conveyed to another public entity besides the Town shall also be assessed as set forth above, and the results of said assessment shall be provided to the Life Safety Division of the Fire Department for review and determination if any treatments are necessary to meet the current Community Wildfire Protection Plan that has been approved by the State and the Town. If any treatments are required, unless agreed to by such public entity, they shall be the responsibility of the Master Developer. Once the Public Land is conveyed to another public entity, it shall be the responsibility of said other public entity to maintain the level of treatment that is appropriate as identified in the reviewed assessment and any subsequent updates.

9.05 Exclusion of Covenants. Master Developer shall cause the exclusion of all Public Lands from application and effect of restrictive covenants, which may otherwise be imposed on the Property. If any Public Lands are inadvertently made subject to such covenants, this Agreement shall constitute the irrevocable consent of the Master Developer, the Owner and the board of directors of any owner's association to the exclusion of the Public Lands from the application of such covenants. Prior to constructing or placing any structures on Public Land, the Town shall give the Master Developer and the applicable association a reasonable opportunity to review and comment on the design and plans for any such improvements, but the Town shall retain the ultimate authority to determine what improvements are placed on Public Lands.

9.06 Landscape Maintenance. Owner shall have the responsibility for the maintenance of landscaping within any public street right-of-way dedicated by Owner to the Town, including water, irrigation system, features, plantings, etc., for the landscaping between the right-of-way and street curbing, as well as within street medians and roundabout islands. Such maintenance shall be at the sole expense of Owner and to the standard for maintenance established by the Town of

Castle Rock Landscape and Irrigation Criteria Manual. Owner's maintenance obligation includes procurement of water services from the Town and payment of applicable water service charges under the Town Regulations. Owner may delegate its maintenance obligation to the District or a property owner's association, and the Town shall accept performance by the District or property owner's association of such maintenance obligations, provided that the District or property owners association is so authorized under the District Agreements. Upon acceptance of such maintenance obligations by the District or property owner's association, the Town agrees to release Owner from further maintenance obligations under this Agreement, with respect to those improvements accepted.

9.07 Fire Station Conveyance and Funding. Owner shall dedicate, as provided in Section 9.01, Public Land to the Town for a fire station site as shown on the PDP. Such dedicated Public Land must be suitable for fire station facilities in terms of topography, size and location, as consistent with the Town's current fire safety master plan and related policies.

At the time that the 1,400th residential building permit, or a lesser unit amount as determined at the sole discretion of the Fire Department, if the development has permits issued for age-restricted, assisted living or skilled nursing beds, is to be issued, the Master Developer shall remit to the Town two million dollars ($2,000,000.00) to be used for the design, construction and equipping of the fire station.

At the time that the 2,500th residential permit is to be issued, the Master Developer shall at its sole expense, extend to the applicable Public Land's boundary, water, wastewater, and stormwater utilities and streets (provided that such fire station is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve Public Lands for a fire station as part of the applicable Phase improvements. The Master Developer shall at this time also remit to the Town an additional two million dollars ($2,000,000.00) to be used for the design, construction and equipping of the fire station.

Once construction of the foregoing infrastructure is completed and the Master Developer has remitted all monies owed, it shall have no further responsibility regarding said fire station,

except that the Owner or Master Developer shall be responsible for payment of any capital impact fees relating to fire service.

9.08 Mobility Hub. Owner shall dedicate no less than five (5) acres of Public Land to the Town for a Mobility Hub, as located and described on the PDP. As part of the applicable Phase improvements, Master Developer shall, at its sole expense, extend water, wastewater, stormwater utilities, and streets (provided that such Mobility Hub is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve such Mobility Hub, to the applicable Public Land's boundary.

9.09 Public Works Maintenance Yard. Owner shall dedicate Public Land to the Town for a Public Works maintenance yard, as included in the overall Public Land dedications as shown on the PDP. Master Developer shall, at its sole cost and expense, extend to the applicable Public Land's boundary, water, wastewater, and stormwater utilities and streets (provided that such Public Works Maintenance Yard is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve Public Lands to be a Public Works maintenance yard as part of the applicable Phase. Master Developer shall, at its sole cost and expense, rough grade the site for the Public Maintenance Yard.

9.10 Water Treatment. Owner shall dedicate Public Land to the Town for two (2) well sites. Owner shall dedicate Public Land to the Town for a water treatment plant site. The well sites and water treatment plant site acreages are included in the overall Public Land dedications as shown on the PDP.

9.11 Trails. Master Developer shall, at its sole cost and expense, design and construct all on-site soft-surface and hard-surface trails, in conformance with the PDP. Final trail alignments and surface material will be determined by the Town at time of SDP. Trails within drainage ways shall be constructed concurrently with construction of Drainageway Improvements.

ARTICLE X
DEFAULT AND REMEDIES

10.01 Event of Default. Failure of any Party to perform any covenant, agreement, obligation or provision of this Agreement constitutes an event of default under this Agreement.

10.02 Default Notice. In the event either Party alleges that the other is in default, the non-defaulting Party shall first notify the defaulting Party in writing of such default and specify the exact nature of the default in such notice. Except as otherwise provided herein, the defaulting Party shall have twenty (20) business days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder. If such default is not of a type which can be cured within such twenty (20)-day period and the defaulting Party commenced the cure within the twenty (20)-day period and is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time, given the nature of the default, following the end of the twenty (20)-day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

10.03 Remedies. In addition to specific remedies provided elsewhere in this Agreement (including the Town's right to withhold development approvals on portions of the Property burdened with the unperformed obligation), upon notice of default and failure to cure in accordance with Section 10.02, the non-defaulting Party shall have the right to take whatever action, at law or in equity, which appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under this Agreement, or to collect the monies then due and thereafter to become due. In any such legal action, the prevailing Party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other Party.

The Parties acknowledge and agree that any mortgagee has a right, but not the obligation, to remedy or cure any event of default or breach by Owner or Master Developer under this Agreement, and that the Town will accept such remedy or cure if properly and timely carried out by a mortgagee, provided that any remedy or cure by a mortgagee shall not be construed as an assumption by the mortgagee of, or create any liability to, mortgagee with respect to the obligations

of Owner or Master Developer under this Agreement, unless the mortgagee acquires ownership of the Property.

ARTICLE XI
VESTING

11.01 Vested Property Rights. Owner has demonstrated that the PDP meets the criteria under Chapter 17.08 of the Code and the Vested Property Rights Statute for vesting of property rights by agreement for a term in excess of three years. The PDP and this Agreement each constitute a "site specific development plan" as defined in Section 104 of the Vested Property Rights Statute and Chapter 17.08 of the Code and, accordingly, vested property rights are established with respect to the PDP and this Agreement in accordance with statute and applicable Code provisions. Pursuant to Section 17.08.080 of the Code, the following provision shall be placed on the PDP:

> This Planned Development Plan, inclusive of the embedded PD Zoning Regulations, constitutes a site-specific development plan pursuant to Chapter 17.08 of the Castle Rock Municipal Code and §24-68-101, *et seq.*, C.R.S., and establishes vested property rights that may extend through October 6, 2052, with the option of, upon Town Council approval, a single ten (10)-year extension, to undertake and complete the development and use of the property according with this Planned Development Plan.

11.02 Duration. Development of the Property requires Owner and the Master Developer to make substantial up-front capital investment in Public Improvements, as well as off-site infrastructure mandated by this Agreement. Given the scale of the Project, much of such infrastructure will serve multiple phases of the Project, and the recoupment of such investment by Owner and the Master Developer will occur incrementally as development of the Project progresses. The ability of the Owner and the Master Developer to finance development of the Property is dependent on demonstration to the capital markets that there is an extended period of time in which the Project may be developed and marketed as currently envisioned, and that material modifications to the vested PDP will not be unilaterally imposed by the Town.

Accordingly, the Parties find that the Vesting Term, as provided in this Section 11.02, is necessary and appropriate.

Property rights in the PDP and this Agreement are vested pursuant to Chapter 17.08 of the Code and the Vested Property Rights Statute until October 6, 2052, however, such term shall be extended by one day for each day during which the PDP or this Agreement are subject to any Legal Challenge. In addition, such term may be extended, upon Town Council approval, for a single ten (10)-year extension ("**Vesting Term**").

11.03 Vesting Term Restrictions. During the Vesting Term, the Town shall not take any zoning or land use action (whether by action of the Town Council or pursuant to an initiated ordinance), which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay development or the use of the Property in accordance with the PDP and this Agreement, nor shall the Town unilaterally amend the PDP, except the following actions shall not be precluded during the Vesting Term ("**Permitted Actions**"):

(a) The enforcement and application of the Town Regulations in effect as of the Effective Date, except as expressly provided in the PDP or this Agreement; or

(b) The enforcement and application of Town Regulations in effect at any point in time during the Vesting Term which are generally applicable to all similarly situated property, development, or construction within the Town; or

(c) The enforcement and application of Town Regulations to which Owner consents; or

(d) Any action with respect to the PDP or this Agreement for which the Town pays just compensation as prescribed under §24-68-105(c), C.R.S.; or

(e) The imposition of regional, state or federal regulations which are beyond the control of the Town as reasonably determined by the Town.

11.04 Reservation of Rights. Although Owner will not have a claim against the Town for the occurrence of a Permitted Action, Owner reserves the right to challenge the legality of such

action on any basis other than contractual breach of this Agreement, subject to the limitation and remedies under Section 11.05.

11.05 Limitation of Remedies. During the Vesting Term, and provided that Town is not in breach of its obligations under Article XI of this Agreement, Owner shall not assert estoppel or "common law vesting," or any other legal or equitable cause of action or claim against the Town, as a result of Owner's investment in Public Improvements or other expenditures in furtherance of development of the Property under the vested PDP. Upon expiration of the Vesting Term, or in the event the Town is in breach of Article XI of this Agreement, (i.e. the Town has failed to timely cure a noticed default), this Section 11.05 shall no longer restrict Owner's legal remedies. Owner acknowledges that the limitation of its remedies during the Vesting Term is a material factor and an inducement to the Town in granting vested property rights pursuant to this Article XI.

11.06 Rights Which Are Vested. Prior to expiration of the Vesting Term, Master Developer or Owner(s) shall have the right to undertake and complete the development and use of the Property in accordance with this Article XI, including, without limitation, (1) the right to develop the Project as described in this Agreement and in the PDP, including the uses, density and intensity of use; (2) the right to submit, and for the Town to process, development applications and applications for grading permits, building permits, water taps, sewer taps, certificates of occupancy, and other permits in accordance with the procedures set forth in Town Regulations, the PDP, and this Agreement; and (3) in the event of any adverse action as contemplated in C.R.S. § 24-68-105(1), the rights and remedies as set forth in C.R.S. § 24-68-105, and subject to the requirements in Section 11.10. After expiration of the Vesting Term, the PDP shall remain valid and effective; however, the vested property rights in the PDP shall then terminate. The termination of such vested property rights shall not affect any equitable right or entitlement, if any, Owner or Master Developer may have to complete the PDP under law.

11.07 Effective Date. The effective date of the vested property rights in the PDP is the Effective Date. The public notice of vesting required under C.R.S. §24-68-103 shall be included in the publication of the ordinance approving the PDP ("**Ordinance**"). The Town shall publish the Ordinance within 14 days of approval of the Ordinance on second reading.

11.08 Natural and Manmade Hazards. Nothing in this Agreement or otherwise shall require the Town to approve development or use of any portion of the Property where there exist natural or manmade hazards on, or in the immediate vicinity of, the proposed area of use, provided that such natural or manmade hazards could not reasonably have been discovered as of the Effective Date but such hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare.

11.09 Effect of Referendum. Any referendum filed pursuant to Section 104(2) of the Vested Property Rights Statute and approved by the voters of the Town, which purports to invalidate the vested property rights established pursuant to this Article XI of this Agreement, shall not, except as may be expressly set forth therein, have the effect of invalidating the PDP. or any other Town approvals pertaining to the Property.

11.10 Remedy for Breach or Impairment of Vested Property Rights.

(a) In consideration of the establishment of the vested property rights, together with the benefits to the Parties that this Agreement otherwise assures, the Parties, on behalf of themselves and their respective successors and assigns as applicable, have determined that it is in their respective interests to address and to waive certain potential claims, rights and remedies that might otherwise be construed to apply in a manner contrary to the Parties' intent in entering into, and performing their respective obligations pursuant to, this Agreement.

(b) The Town Council has established in its legislative capacity as the legislative governing body of the Town that, although the Vested Property Rights Statute provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the vested property rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Statute as a remedy for breach or default with respect to the vested property rights. Accordingly:

(i) In implementation of the foregoing policy to protect the Town from potential monetary liability under the Vested Property Rights Statute, while

securing to Master Developer and other Owners, as applicable, the benefits of the vested property rights under and pursuant to the Vested Property Rights Statute:

(A) Owner hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns (including but not limited to any successor Master Developer or Owner), any remedial right it or they, as applicable, may have pursuant to Section 105(1)(c) of the Vested Property Rights Statute to be paid money damages as just compensation upon a deprivation, impairment, violation or other divestment of the vested property rights.

(B) The Town hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Statute to pay money damages to any Landowner as just compensation upon a deprivation, impairment, violation or other divestment of the vested property rights.

(C) The Parties have executed and entered into the foregoing mutual waivers, with the express intent that such waivers will be mutually binding and enforceable as to each them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers, and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town is precluded from taking such actions as are set forth in C.R.S. § 24-68-105(1).

(ii) The Town Council, acting in its legislative capacity as the legislative governing body of the Town, expressly authorizes, determines and directs that

Master Developer and other Owners will be entitled to seek and to be awarded, and the Town will be subject to, such mandatory or prohibitory equitable remedies as may be required to secure to the Parties the remedies, limitations on remedies, and enforcement of the other terms and conditions set forth in this Section 11.10(b).

(c) Contingent Remedy. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in Section 11.10(b) will not be enforced against the Town as written, Master Developer and other Landowners will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Statute to the extent the Town takes any action which has the effect of divesting, depriving, impairing or violating the vested property rights under any circumstances other than those stated in Section 11.10(b) and such action constitutes a compensable action under the Vested Property Rights Statute.

ARTICLE XII
GENERAL PROVISIONS

12.01 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing and duly executed by the Town and the Master Developer. To the extent any such amendment has the effect of changing an obligation of an Owner as set forth herein, the prior written consent of the Owner shall be required in addition to the consent of the Town and the Master Developer.

12.02 Interpretation. In this Agreement, unless the context otherwise requires:

(a) all definitions, terms and words shall include both the singular and the plural;

(b) words of the masculine gender include correlative words of the feminine and neuter genders, and words importing singular number include the plural number and vice versa; and

(c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

12.03 Notice. The addresses of the parties to this Agreement are listed below. Any and all notices allowed, or required to be given, in accordance with this Agreement may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight courier service, a notice will be deemed to have been given and received, the first to occur of, one business day after being deposited with a nationally recognized overnight air courier service, or upon delivery to the party to whom it is addressed. In the event of transfer of the Property, notice shall be sent to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

If to Town:	Town Attorney Town of Castle Rock 100 NWilcox Street Castle Rock, CO 80104
If to Owner:	Dawson Trails I, LLC and Dawson Trails II, LLC 4100 East Mississippi Avenue, Suite 500 Glendale, CO 80246 Attn: Andrew R. Klein, Lawrence P. Jacobson, Jake Schroeder
If to Districts:	Dawson Trails Metropolitan Districts Nos. 1-5 Westfield Trade Center Metropolitan Districts Nos. 1-2 c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite D1 Centennial, CO 80122 Attn: Jennifer Gruber Tanaka, Esq.

12.04 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement is found by final judicial decree to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

12.05 Conflicts. If the terms and provisions of this Agreement are in conflict with any prior agreement between the Town and the Owner or the Town Regulations, the terms and provisions of this Agreement, as it may be amended from time to time, shall control.

12.06 Verification. The Town and the Owner shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Owner under the Agreement, or by the terms of any other agreement.

12.07 Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action including, but not limited to, estoppel documents requested or required by lenders or the parties hereto, that is necessary to carry out this Agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement, and to effectuate the agreements and the intent. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent, good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefit that it would have received under this Agreement.

12.08 Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

12.09 Days. If the day for any performance or event provided for herein is a Saturday, Sunday or a day on which national banks are not open for regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S, such day will be extended until the next day on which such banks and state offices are open for the transaction of business.

12.10 Recording. This agreement will be recorded in the Records after mutual execution by the Parties following the Effective Date.

12.11 Cooperation in Defending Legal Challenges. In the event of a third-party action challenging the validity of this Agreement or PDP approval, the Parties agree to cooperate in good faith with one another in the performance of their respective rights and obligations hereunder, in order that each may reasonably realize their respective benefits hereunder.

12.12 Relationship Between Owner and Master Developer. As of the date of execution of this Agreement, the Owner and Master Developer are the same entities. However, it is the Parties' intent that this Agreement will not create any obligation to construct Public Improvements, make certain payments as contemplated herein, or otherwise develop the Project, on individual lot owners that may become Owners of lots following the Town's approval of one or more Plats for the Property. Thus, unless expressly set forth otherwise in this Agreement, it is the Parties' intent that the obligations established herein are the obligations of the Master Developer.

12.13 Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town or to the Districts, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town or the Districts and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

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ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Michael J. Hyman, Town Attorney

COUNTY OF DOUGLAS)
) **ss.**
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 7TH day of September, 2022, by Lisa Anderson as Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: 9/30/2024

(SEAL)

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084033388
MY COMMISSION EXPIRES SEPTEMBER 30, 2024

Notary Public

OWNER:

ACM DAWSON TRAILS VIII JV, LLC
a Delaware limited liability company

OWNER

STATE OF Colorado)
) **ss.**
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 30th day of November, 2022 by Andrew R. Klein, as Authorized Signatory of ACM Dawson Trails VIII JV LLC, a Delaware limited liability company.

Witness my official hand and seal.
My commission expires: May 24, 2025

(SEAL)

Notary Public

CLAYTON GREENE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214020219
MY COMMISSION EXPIRES MAY 24, 2025

DISTRICTS:

DAWSON TRAILS METROPOLITAN DISTRICTS NOS. 1-5

By: _____

Its: President

STATE OF Colorado)
) **ss.**
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 29 day of November, 2022 by Lawrence P. Jacobson, as President of Dawson Trails Metropolitan District Nos. 1-5.

Witness my official hand and seal.
My commission expires: 8/12/24

(SEAL)

BLAKE AMEN
Notary Public
State of Colorado
Notary ID # 20204027915
My Commission Expires 08-12-2024

_____
Notary Public

WESTFIELD TRADE CENTER METROPOLITAN DISTRICTS NOS. 1-2

By: _____

Its: President

STATE OF Colorado)
) **ss.**
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 29 day of November, 2022 by Lawrence P. Jacobson, as President of Westfield Trade Center Metropolitan District Nos. 1-2.

Witness my official hand and seal.
My commission expires: 8/12/24

(SEAL)

_____
Notary Public

BLAKE AMEN
Notary Public
State of Colorado
Notary ID # 20204027915
My Commission Expires 08-12-2024

EXHIBIT 1

DAWSON RIDGE PROJECT PERIMETER DESCRIPTION:

TWO (2) PARCELS OF LAND PORTIONS OF SECTIONS 15, 21, 22, 27, 28, 29, 32, 33 & 34, 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:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°55'56"E, FROM THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, BEING MONUMENTED BY A PIPE WITH A 2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

PARCEL 1:

BEGINNING AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
THENCE S 89°28'35" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF 404.37 FEET TO A POINT ON THE WEST LINE OF THE TWIN OAKS ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION;
THENCE ALONG THE WEST LINE OF SAID TWIN OAKS DRIVE RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION, THE FOLLOWING FOUR (4) COURSES:

1. S 02°01'48" E, A DISTANCE OF 52.10 FEET TO THE SOUTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;
2. N 87°58'41" E, A DISTANCE OF 109.24 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 245.68 FEET, A CENTRAL ANGLE OF 28°36'44" AND AN ARC LENGTH OF 122.69 FEET;
4. N 59°21'57" E, A DISTANCE OF 23.19 FEET TO A POINT ON THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°28'35" E, ALONG SAID SOUTH LINE, A DISTANCE OF 174.31 FEET TO THE SOUTHEAST CORNER OF SAID TWIN OAKS SUBDIVISION;
THENCE N 17°17'13" E, ALONG THE EAST LINE OF SAID TWIN OAKS SUBDIVISION, A DISTANCE OF 139.27 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 31°52'19" AND AN ARC LENGTH OF 110.69 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 33°13'23" E, A DISTANCE OF 109.26 FEET;
2. N 17°17'13" E, A DISTANCE OF 534.55 FEET TO A POINT ON THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440, SAID DOUGLAS COUNTY RECORDS;

THENCE N 89°40'41" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1599.61 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;
THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 8675.32 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004131453, SAID DOUGLAS COUNTY RECORDS;
THENCE ALONG THE NORTH, WEST AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING THREE (3) COURSES:

1. S 89°46'16" W, A DISTANCE OF 678.73 FEET;
2. S 00°19'26" W, A DISTANCE OF 600.54 FEET;
3. S 89°29'06" E, A DISTANCE OF 515.85 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY;

THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 547.53 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N 00°02'14" W, ALONG SAID EAST LINE, A DISTANCE OF 226.55 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;
THENCE S 15°19'54" W, ALONG SAID WEST LINE, A DISTANCE OF 789.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33;
THENCE N 89°35'18" W, ALONG SAID SOUTH LINE, A DISTANCE OF 5123.28 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32, ALSO BEING THE NORTHEAST CORNER OF KEENE RANCH FILING NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 9523375, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°21'58" W, ALONG THE NORTH LINE OF SAID KEENE RANCH FILING NO. 1 AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2414.68 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004051359, SAID DOUGLAS COUNTY RECORDS; THENCE ALONG THE EAST AND NORTH LINES OF SAID PARCEL OF LAND, THE FOLLOWING TWO (2) COURSES:

1. N 00°19'46" W, A DISTANCE OF 208.73 FEET TO THE NORTHEAST CORNER OF SAID DEED;
2. S 89°21'58" W, A DISTANCE OF 208.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, ALSO BEING A POINT ON THE EAST LINE OF SAID KEENE RANCH FILING NO. 1;

THENCE N 00°19'46 W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 1, ALONG THE EAST LINE OF KEENE RANCH FILING NO. 2, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 9639479, SAID DOUGLAS COUNTY RECORDS, AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2505.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32;
THENCE N 00°39'34" W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 2 AND ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 29, A DISTANCE OF 5308.62 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29, BEING THE NORTHEAST CORNER OF SAID KEENE RANCH FILING NO. 2 PLAT, AND THE SOUTHWEST CORNER OF CASTLE MESA SOUTH, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 145078, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°02'42" E, ALONG THE NORTH LINE OF THE EAST HALF OF SAID SECTION 29 AND ALONG THE SOUTH LINE OF SAID CASTLE MESA SOUTH SUBDIVISION, A DISTANCE OF 2661.01 FEET TO THE SOUTHEAST CORNER OF SAID CASTLE MESA SOUTH SUBDIVISION, BEING THE SOUTHWEST CORNER OF SAID SECTION 21;
THENCE N 00°02'04" W, ALONG THE EAST LINE OF SAID CASTLE MESA SOUTH SUBDIVISION AND ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 1322.70 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING THE SOUTHWEST CORNER OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°55'56" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 5286.17 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS OF LAND;

TWO (2) PARCELS OF LAND, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 2004051359, SAID DOUGLAS COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF OF SECTION 28, 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:

THE BEARINGS FOR THESE EXCEPTION PARCELS ARE BASED ON THE SOUTH LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°47'47"E, FROM THE SOUTHWEST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A 1" PIPE WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTHEAST CORNER OF SAID SECTIONS 28, BEING MONUMENTED BY #6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE N 65°29'17" E, A DISTANCE OF 1262.53 FEET TO THE POINT OF BEGINNING;
THENCE N 00°45'02" W, A DISTANCE OF 208.73 FEET;
THENCE S 89°47'38" E, A DISTANCE OF 208.73 FEET;
THENCE S 00°45'02" E, A DISTANCE OF 208.73 FEET;
THENCE N 89°47'38" W, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THE FOLLOWING PARCEL

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N 40°06'49" E, A DISTANCE OF 1765.27 FEET TO THE POINT OF BEGINNING;
THENCE N 89°47'47" W, A DISTANCE OF 208.73 FEET;
THENCE N 00°45'11" W, A DISTANCE OF 208.73 FEET;
THENCE S 89°47'47" E, A DISTANCE OF 208.73 FEET;
THENCE S 00°45'11" E, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

CONTAINING A NET AREA OF 81,902,811 SQUARE FEET OR 1,880.230 ACRES, MORE OR LESS.

PARCEL 2:

COMMENCING AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
THENCE N 53°44'53" E, A DISTANCE OF 1331.13 FEET TO A POINT ON THE EAST LINE OF SAID TWIN OAKS PLAT AND A POINT ON THE NORTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440, SAID DOUGLAS COUNTY RECORDS AND THE POINT OF BEGINNING;
THENCE ALONG THE EAST LINE OF SAID TWIN OAKS PLAT, THE FOLLOWING THREE (3) COURSES:

1. N 17°17'13" E, A DISTANCE OF 557.93 FEET;

2. S 89°27'27" E, A DISTANCE OF 65.00 FEET;
3. N 00°22'15" W, A DISTANCE OF 1329.37 FEET TO THE SOUTHWEST CORNER OF LOT 3, SAID TWIN OAKS PLAT;

THENCE N 03°03'12" W, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 567.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BEING A POINT OF CURVATURE ON THE SOUTH LINE OF THE BRISCOE LANE RIGHT-OF-WAY, AS DEDICATED BE SAID TWIN OAKS PLAT;
THENCE ALONG THE PORTIONS OF BRISCOE LANE VACATED BY ORDINANCE NO. 86-24, RECORDED IN BOOK 680 AT PAGE 920, SAID DOUGLAS COUNTY RECORDS THE FOLLOWING TWO (2) COURSES:

1. N 39°55'38" W, A DISTANCE OF 30.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 329.30 FEET, A CENTRAL ANGLE OF 27°16'16" AND AN ARC LENGTH OF 156.74 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 63°42'30" E, A DISTANCE OF 155.26 FEET;

THENCE N 12°39'22" W, ALONG THE WEST LINE OF LOT 4, SAID TWIN OAKS PLAT, A DISTANCE OF 687.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 ALSO BEING THE WEST 1/16TH CORNER OF SAID SECTIONS 15 & 22;
THENCE S 89°31'22" E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 890.07 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL E IN THAT DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE ALONG THE WEST AND NORTH LINES OF PARCELS E, F & G THE FOLLOWING FOUR (4) COURSES:

1. N 00°11'34" E, A DISTANCE OF 900.14 FEET;
2. S 89°48'26" E, ALONG THE NORTH LINES OF PARCELS E AND F, A DISTANCE OF 1014.77 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL G;
3. N 00°11'34" E, A DISTANCE OF 842.72 FEET;
4. S 89°48'26" E, A DISTANCE OF 928.55 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5779.58 FEET, A CENTRAL ANGLE OF 05°35'04" AND AN ARC LENGTH OF 563.33 FEET, SUBTENDED BY A CHORD OF WHICH BEARS S 18°04'54" W, A DISTANCE OF 563.11 FEET;
2. S 15°17'57" W, A DISTANCE OF 4536.04 FEET TO A POINT ON THE NORTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;

THENCE S 89°40'41" W, ALONG SAID NORTH LINE, A DISTANCE OF 1628.83 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 7,993,235 SQUARE FEET OR 183.499 ACRES, MORE OR LESS.

OVERALL DAWSON RIDGE PROJECT PERIMETER DESCRIPTION CONTAINS AN AREA OF 89,896,046 SQUARE FEET OR 2,063.729 ACRES, MORE OR LESS.

EXHIBIT 2

Dawson Trails Water Efficiency Program

WEP21-0003

Version 1.6
Last Update: July 18, 2022

Prepared for:	Prepared by:
Town of Castle Rock c/o Castle Rock Water 175 Kellogg Court Castle Rock, CO 80109 Phone: (720) 733-6000 Email: water@crgov.com	AquaSan Network, Inc. c/o Kaleb Zanett 45 Mule Deer Trail Littleton, CO 80127 Phone: (303) 437-4063 Email: kaleb@aquasan.biz Developer/Owner: Dawson Trails I LLC & Dawson Trails II LLC 4100 E. Mississippi Avenue Suite 500 Denver, CO 80246 Phone: (303) 984-9800 Email: ljacobson@westsideinv.com

Outline

- Terms and Abbreviations
- Introduction
- Design Criteria
- Resident Education
- Verification
- References

Attachments

- Exhibit A – Dawson Trails PDP
- Exhibit B – Inspection Sheet: Domestic Usage
- Exhibit C – Inspection Sheet: Irrigation Usage
- Exhibit D1 – Dawson Trails Water Consumption Analysis Summary
- Exhibit D2 – Dawson Trails Water Consumption Analysis

Terms and Abbreviations

- Acre-Feet: AF
- Advanced Metering Infrastructure: AMI
- British Thermal Unit: Btu
- Consortium for Energy Efficiency: CEE
- Dwelling Unit: DU
- Evapotranspiration: ET
- Gallons per flush: GPF
- Gallons per minute: GPM
- Part per Million: PPM
- Pounds per Square Inch: PSI
- Single Family Detached: SFD
- Single Family Equivalent: SFE
- Square Feet: SF
- Water Factor: WF

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Introduction

Executive Summary

Dawson Trails I LLC and Dawson Trails II LLC (Dawson) are developing the Dawson Trails property (Project) located approximately three miles south by southwest of downtown Castle Rock (Town). The Project will provide the Town and its expanding and diversifying population with single family and multifamily housing, retail, primary employment, office, commercial, and community spaces (including parks and trails) that foster the efficient and responsible uses of water resources. In support of these efforts, Dawson partnered with AquaSan Network, Inc. (AquaSan) and Norris Design (Norris) to establish the Dawson Trails Water Efficiency Program (DTWEP) that provides for efficacious utilization of the current water assets associated with the Project, while also ensuring that all new development constructed at the Project meets or exceeds the requirements as outlined in the Town's Water Efficiency Plan (WEP) and the Town's Landscape and Irrigation Criteria Manual (Landscape Manual). The DTWEP will meet, and in some instances exceed, the Town's WEP and Landscape Manual by implementing efficacious conservation practices to reduce water demands throughout the Project in a manner that is acceptable to the Town as well as the housing and commercial industries. The DTWEP as outlined below will be a constituent of the codes, covenants, and restrictions of the Project unless otherwise approved by Dawson and the Town. The DTWEP standards will be verified using the DTWEP *Inspection Sheets for Domestic and Irrigation Usage* provided in Exhibits B and C respectively.

Project Description

1. Development Plan: per PDP in Exhibit A
2. Buildout: Tables 1A-1C

Table 1A: Dawson Trails Residential Buildout

Type	Units
Multifamily	2,323
Single Family, Townhome, Duplex Units	3,527
Total	**5,850**

Table 1B: Dawson Trails Nonresidential Buildout

Type	Square Footage (SF)
Retail (Grocery, Mercantile, Restaurant, Lodging)	900,000
Office	800,000
Flex Space (Office, Light Industrial)	1,500,000
Total	**3,200,000**

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Table 1C: Dawson Trails Irrigated Area Buildout

Type	Area (SF)	Area (Acres)
Individual Residential Lots	4,917,924	112.90
Residential Neighborhoods	7,568,986	173.76
Multifamily	500,940	11.50
Commerce Areas	1,276,744	29.31
Neighborhood Parks and Open Space	8,311,248	190.80
Public Land Dedication Areas	7,383,420	169.50
Right of Way Areas	1,947,132	44.70
Total	**31,906,393**	**732.47**

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Design Guidelines

In the event that a) the Town adjusts the Design Guidelines of the DTWEP that results in a decrease in water usage; b) Dawson or a builder chooses to exceed the standards in the Design Guidelines of the DTWEP and can submit sufficient data (as reviewed and approved by the Town) demonstrating a decreased water usage than what is currently allocated by the DTWEP; or c) the Town or State statutes are amended regarding water use and reuses that results in a decrease in water usage as budgeted in the DTWEP, the SFE calculation may be adjusted lower based on the new water usage of the development.

Single Family: including but not limited to single family detached, duplex (single family attached on separate lots), and individually owned townhomes

Required Indoor Water Efficiency

1. Service Static Pressure
    a. Limited to 60 PSI at the fixture's point of service.
2. Water Closets
    a. Tank: WaterSense labeled, maximum 0.80 GPF – or – dual flush, maximum 0.80 GPF.
3. Kitchen Faucets
    a. WaterSense labeled, maximum 1.50 GPM.
4. Bathroom Faucets
    a. WaterSense labeled, maximum 1.20 GPM.
5. Showerheads
    a. Only one showerhead per enclosure.
    b. WaterSense labeled, maximum 1.50 GPM.
6. Clothes Washers
    a. Energy Star Labeled, maximum 5.4 gallons/cycle/cubic foot (WF of 5.4 or less; WF = total consumption per cycle/capacity).
7. Dishwashers
    a. Energy Star labeled, maximum 3.5 gallons/cycle (WF of 3.5 or less).

Required Outdoor Water Efficiency

1. Landscape Design
    a. Single Family designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirements) and Section 6 (Single Family and Two-Family Residential) for specific requirements. Additional requirements to the Landscape Manual shall include:
        i. All residential front and rear yards will be designed and installed by the builder.
        ii. The following requirements shall apply to all residential landscapes:
            1. Turf types shall not include Kentucky Bluegrass varieties. Allowable turf type shall include turf species that can survive on 19" or less of supplemental irrigation per year. Allowable turf species shall be approved by the Town and can be found in Appendix B in the Landscape Manual.
            2. Turf areas shall be limited to only back yards and shall not exceed 500 SF.
            3. In lieu of irrigated landscape, artificial landscape may be used.
            4. 100% ColoradoScape landscapes are required for front and side yards and encouraged for back yards. Front and side yards are defined as any landscape areas installed in front of the fence or visible from the street. Backyards are defined as the areas behind the fence. ColoradoScape landscapes must provide a minimum coverage of plant materials of 75% at

5-year maturity in front yards and side yards when adjacent to streets. Rear yards shall have a minimum of 40% plant coverage at 5-year maturity. The remainder of yard coverage can be composed of mulches, aggregate surfacing, artificial turfs, or hardscape. Soil Amendment as defined in the Landscape Manual is required in all landscape areas per the Landscape Manual. Plant materials classified as Low and Very low Hydrozones are required.

5. All Plant Hydrozones will be taken from the Town's Plant List available at www.crgov.com.
6. Builders will provide specifics for the number of plant types and master typical landscape design for their lots.
7. Outdoor water features are not allowed.

2. Irrigation Design
   a. Residential irrigation designs shall follow the Landscape Manual. Refer to Section 4 (General Requirements) and Section 6 (Single Family and Two-Family Residential) for specific requirements. Additional requirements shall include:
      i. Controllers: Wi-Fi enabled automatic irrigation system controllers shall be Town approved and WaterSense labeled weather based (ET) or soil-moisture based, that automatically adjust irrigation in response to changes in plants' needs as weather or soil moisture conditions change.
         1. Weather-based (ET) controllers without integral rain sensors shall have a separate wired or wireless rain sensor. Rain sensor must not be bypassed and must remain fully operational.
         2. Controllers must have the ability to be programmed for every third day watering schedule.
      ii. Sprinkler Heads: Pop-up or rotor heads that utilize high efficiently spray nozzles designed with head-to-head coverage. This may include conventional rotors, stream rotators or high efficiency pop-up spray nozzles and must not exceed 1.25" per hour. The distribution uniformity must be verified by third-party tests.
         1. Minimum pop-up height must = 6".
         2. Sprinkler bodies shall have built in pressure regulating stems to match the manufacturer's associated nozzle requirements and check valves.
         3. Maximum spacing for the sprinkler heads to be head-to-head at 90% of maximum spray radius.
         4. A combination of pop-up sprays on turf areas of 25' or less and short to medium range rotors in areas greater than 25'.
         5. Traditional fixed and traditional variable arc spray nozzles are not allowed.
         6. Pop-up spray nozzles cannot be zoned together with multi-trajectory rotating stream nozzles or traditional rotor heads.
         7. Overhead irrigation shall not spray water directly on buildings or hardscape areas and are prohibited on landscape areas having any dimensions less than 10 feet in width/length.
         8. Irrigation is not allowed in areas less than 4 feet in width unless approved on the Site Development Plan or in an approved urban area.
      iii. Drip Irrigation
         1. Drip irrigation shall be point source or sub-surface drip irrigation for all trees, shrubs, perennials, and annual beds.
         2. Drip emitters and subsurface drip shall be equipped with pressure compensating emitters and internal check valves at each emitter.
         3. Filtration shall be at the control valve assembly (min. 200 mesh).

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Additional Water Efficiencies: must achieve minimum of seven (7) points in total.
In addition to the required Design Guidelines detailed above, single family homes at Dawson will need to achieve a total of seven points towards optional water efficiencies. These optional efficiencies will be recorded in the *Inspection Sheet – Domestic Usage* (Exhibit B) and builders may select any combination from the following options to achieve this total:

1. Kitchen Faucets
    a. WaterSense labeled, less than 1.50 GPM (1 point per location, maximum of 2 points).
2. Bathroom Faucets
    a. WaterSense labeled, 1.00 GPM or less (1 point per location, maximum of 3 points).
3. Water Recirculation
    a. Installation of continuous whole-home hot water recirculation system with traditional water heater (3 points).
4. Point-of-use tankless electric water heater (1 point per location, maximum of 3 points)
5. Greywater System
    a. System that allows for the collection and re-use of greywater for toilet flushing (3 points).
6. Monitoring and Leak Detection
    a. Wi-Fi enabled monitoring device for leak and flow detection with automatic shutoff (2 points).
7. ColoradoScape: a natural landscape which uses low to very low water (less than ten (10) inches of water per year) with plant material that blends in with the native Town's landscapes. Plant material must be maintained in its natural form, utilizing a combination of hardscape and landscape materials that provide a variety of colors, textures, sizes, shapes, and seasonal interest.
    a. Front Yard and Side Yard (3 points)*
    b. Back Yard (4 points)

    *Required as per the "Single Family Residential Outdoor Water Efficiency" Section 1.a.ii.4. of the DTWEP Design Guidelines.

Multifamily: including but not limited to apartment complex, condominium complex, and rentable townhome-like apartment complex

Required Indoor Water Efficiency

1. Service Static Pressure
    a. Limited to 60 PSI at the fixture's point of service.
2. Water Closets
    a. Tank (Private): WaterSense labeled, maximum 0.80 GPF – or – dual flush, maximum 0.80 GPF.
    b. Flush Valve/Flushometer (Public): WaterSense labeled, maximum 1.00 GPF – or – dual flush, maximum 1.00 GPF.
3. Urinals
    a. WaterSense labeled, maximum 0.125 GPF.
4. Kitchen Faucets
    a. WaterSense labeled, maximum 1.50 GPM.
5. Bathroom Faucets
    a. WaterSense labeled, maximum 1.00 GPM.
6. Showerheads
    a. Only one showerhead per enclosure.
    b. WaterSense labeled, maximum 1.50 GPM.
7. Clothes Washers
    a. Energy Star Labeled, maximum 5.4 gallons/cycle/cubic foot (WF of 5.4 or less; WF = total consumption per cycle/capacity).

8. Dishwashers
    a. Energy Star labeled, less than or equal to 3.5 gallons/cycle (WF of 3.5 or less).
9. Monitoring and Leak Detection
    a. Each unit will be sub-metered. Each unit will be equipped with a Wi-Fi enabled monitoring device for leak and flow detection with automatic shutoff.

Required Outdoor Water Efficiency

1. Landscape Design
    a. Multifamily designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirement) and Section 5 (Multi-Family Residential) for specific requirements. Additional requirements shall include:
        i. Passive use areas may vary in size and turf areas must demonstrate usable programmable spaces.
        ii. Nonfunctional turf areas are not allowed in multifamily designs.
        iii. For passive recreation areas, artificial turf may be used and should be considered as an alternative to traditional turf.
        iv. Outdoor pools and water features lose water to evaporation; therefore, outdoor pools and water features must be covered when not in operation and will be counted towards the total irrigable turf area.

Nonresidential

Required Indoor Water Efficiency for Restrooms, Common Areas, and Amenity Areas

1. Service Static Pressure
    a. Limited to 60 PSI at the fixture's point of service.
2. Water Closets
    a. Tank (Private): WaterSense labeled, maximum 0.80 GPF – or – dual flush, maximum 0.80 GPF.
    b. Flush Valve/Flushometer (Public): WaterSense labeled, maximum 1.00 GPF – or – dual flush, maximum 1.00 GPF.
3. Urinals
    a. WaterSense labeled, maximum 0.125 GPF.
4. Kitchen Faucets
    a. WaterSense labeled, maximum 1.50 GPM.
5. Bathroom Faucets
    a. WaterSense labeled, maximum 1.00 GPM.
6. Showerheads
    a. WaterSense labeled, maximum 1.50 GPM.
7. Clothes Washers
    a. Energy Star labeled.
8. Dishwashers
    a. Restaurant or commercial kitchen: Energy Star labeled.
    b. All other applications: Energy Star labeled, maximum 3.5 gallons/cycle (WF of 3.5 or less).
9. Pre-Rinse Spray Valves
    a. WaterSense labeled, maximum 1.00 GPM with automatic shutoff.
10. Monitoring and Leak Detection
    a. Sub-metering and Wi-Fi enabled monitoring device for leak and flow detection are required for all master-metered multi-unit buildings, as well as the following applications or thresholds:
        i. At the point of connection

ii. All cooling tower uses
iii. Evaporative coolers: >0.6 GPM
iv. Steam and hot-water boilers: >500,000 Btu/hour
v. Any large water using process: >1,000 gallons/day

11. Other
    a. Hotels must offer a towel and linen reuse program.
    b. Pools are covered when not in operation and will be counted towards total irrigable area.
    c. Ice Machines
        i. Energy Star labeled and air cooled.
    d. Steam Cookers
        i. Energy Star labeled and air cooled.
    e. Dipper Wells
        i. In-line flow restrictor, maximum 0.30 GPM.
    f. Freezers
        i. Energy Star labeled and air cooled.
12. Cooling
    a. Must operate at > 6 cycles of concentrations and be operated by a conductivity controller – or – utilization of adiabatic cooling.

Required Outdoor Water Efficiency

1. Landscape Design
    a. Commercial designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirements) and Section 7 (Non-Residential Properties) for specific requirements.
    b. No turf is allowed in nonresidential landscaped areas.

Streetscape, Rights of Way, and Tracts along Rights of Way

Required Outdoor Water Efficiency

1. Landscape Design
    a. Streetscape, rights of way and tracts along rights of way designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirements) and Section 9 (Streetscape, Rights of Way, and Tracts along Rights of Way) for specific requirements.

Common Areas, Parks, and Sports Fields

Required Outdoor Water Efficiency

1. Landscape Design
    a. Common Areas, parks, and sports fields designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirements) and Section 10 (Parks and Sport Fields) for specific requirements.

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Resident Education

1. Each builder shall create educational materials to be provided to residents and tenants through a "Water Efficiency Education Packet" (Packet). The Packet will be approved by the Town and will contain the following information:
    a. Indoor
        i. Water fixture requirements.
        ii. Hot water circulation programming.
        iii. Flow monitoring and automatic shutoff valve location and programming (if applicable).
    b. Outdoor
        i. Smart irrigation controller and shutoff valve location and programming to include water schedule.
        ii. Irrigation system requirements including but not limited to: sprinkler heads, nozzles, rain sensors, flow sensors, master valves, and smart controllers.
        iii. Winterization preparation.
        iv. Care and operation of irrigation system and plant material.
        v. Soil preparation appropriate for existing conditions and selected plant materials.
        vi. Expected plant material watering needs
    c. Other
        i. Water budget rate structure.

2. Residents and tenants shall be provided the opportunity to attend seasonal education by the Town for spring, summer, fall, and winter maintenance, care and waterwise conservation. This shall include presentations supplemented by written materials.

3. Each builder will install a permanent placard at the sprinkler controller and water meter of each domestic and irrigation point of connection stating: "This property has been designed and constructed to meet a Water Efficiency Plan approved by the Town of Castle Rock. This Smart Meter and the corresponding water budget is part of the Water Efficiency Plan specifically designed for this property. Any changes to the installed fixtures and/or landscaping may adversely affect your water bill. For more information, contact Castle Rock Water: (720) 733-6000 or crgov.com/water." A drawing and specification of the placard will be located in the "Water Efficiency Education Packet."

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Verification

1. The DTWEP requires each completed residential unit, commercial space, landscape, and irrigation system be inspected by Castle Rock Water. Castle Rock Water shall certify that all residential units, commercial spaces, landscapes, and irrigation systems are being constructed in compliance with the standards outlined in the DTWEP. Castle Rock Water must verify that the number of fixtures match the Water Fixture Unit Calculation submitted and approved with the building permit, as well as the outdoor turf type.

2. Indoor Water Efficiency Standards
    a. As part of the building permit application, builders will be required to submit detailed information regarding the specific high-efficiency fixtures and appliances being installed to verify that they meet or exceed the standards outlined in the DTWEP. A sample verification *Inspection Sheet – Domestic Usage* is provided in Exhibit B.

3. Outdoor Water Efficiency Standards
    a. In accordance with the irrigation standards outlined in the DTWEP, a landscape and irrigation plan must be completed for all irrigable area. Each submittal to the Town will be compared to the Design Guidelines to ensure compliance with the DTWEP. Each submittal will be compared to the irrigated turf and outdoor water budget restrictions to ensure compliance with the minimum stated standards. The submittal shall include the name of the Town-registered landscape and irrigation contractors. A sample verification *Inspection Sheet – Irrigation Usage* is provided in Exhibit C.

4. Inspections
    a. The inspection and certification process has been developed by the Town and the inspectors will be specifically trained to assess compliance with the applicable water efficiency standards. Third party inspection and certification for indoor DTWEP requirements, paid for by the builder, must be provided to the Town prior to the issuance of a Certificate of Occupancy. Outdoor DTWEP requirements will be inspected by Castle Rock Water, prior to Certificate of Occupancy. If a residential Certificate of Occupancy is requested without outdoor inspection and certification due to the time of year, the builder is required to install landscape and irrigation, and schedule an outdoor inspection with Castle Rock Water within 180 days from the Certificate of Occupancy date.
    b. Any deficiencies must be corrected within 30 days following inspection.
    c. Failure to satisfactorily complete any inspection item before issuance of Certificate of Occupancy (except as set forth in (a) and (b) above) will result in recalculating the system development fees without the DTWEP and adjustments made to the water bank.
    d. Except as set forth in (a) above, neither Dawson nor builders shall be responsible for changes or non-compliance arising after issuance of Certificate of Occupancy as a result of action or inaction by the applicable homeowner.
    e. Outdoor inspections will be completed weather permitting.

5. Castle Rock Water will monitor water usage and enforcement per its policies.

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Monitoring and Enforcement

1. Individual customer accounts at the Project will receive a custom water budget rate structure (prepared and administered by the Town) where the indoor budget is based on the actual indoor consumption as determined by the average winter monthly consumption (AWMC), and the outdoor budget is based on the plant type/Hydrozones and the actual irrigated area as identified in the approved landscape and irrigation design. The customer water budget rate structure will be used as a tool for monitoring compliance with the DTWEP and reduced water demands. A tiered approach will continue to be used to financially incentivize customers to manage water use within the unit's water budget, and to charge a higher tier for excessive water use. Neither Dawson nor builders shall be responsible for monitoring or enforcement.

2. The Town shall reserve the right to adjust the water budget rate structure consistent with changes to the Town Municipal Code. The Town shall reserve the right to adjust the water budget allocation based on new technology and scientific data consistent with revisions to the Town Municipal Code. The Town's surcharge tier may be adjusted consistent with intent of this reduced water usage development and may be modified by the Town Municipal Code.

3. The water budget rate structure will initially be based as follows:
    a. Tier 1 – Indoor Use.
    b. Tier 2 – Outdoor Use. Amount of water required to meet outdoor demands. The outdoor water budget for each building will be customized according to the lot size and the specific landscape and irrigation plan, based on the actual irrigated area and monthly plant material water needs.
    c. Tier 3 – Excessive Use. Amount of water used in excess of indoor and outdoor water budget. Customers whose water use falls in this tier will be charged a higher rate for excessive water use.
    d. Tier 4 – Surcharge. The water conservation measure adopted by the Town council assesses an additional charge to each 1,000 gallons used over 40,000 gallons by customers. This tier only applies to residential accounts.

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References

Product Resources

1. Examples of WaterSense Approved Fixtures: https://www.epa.gov/watersense/product-search
2. Examples of ENERGY STAR Approved Appliances: https://www.energystar.gov/productfinder/
3. Examples of CEE Approved Appliances: https://library.cee1.org/content/qualifying-product-lists-residential-clothes-washers
4. Hot Water Recirculation Solutions: https://www.uponor-usa.com/en/residential-solutions/uponor-logic

Literature

1. Town of Castle Rock Minimum Standards for Water Efficiency Plans. July 2021.
2. Town of Castle Rock Landscape and Irrigation Criteria Manual. April 2021.

DAWSON TRAILS

PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN)

TWO PARCELS OF LAND BEING ALL OF SECTION 26 AND PORTIONS OF SECTIONS 15, 21, 22, 27, 28, 32, 33 & 34, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

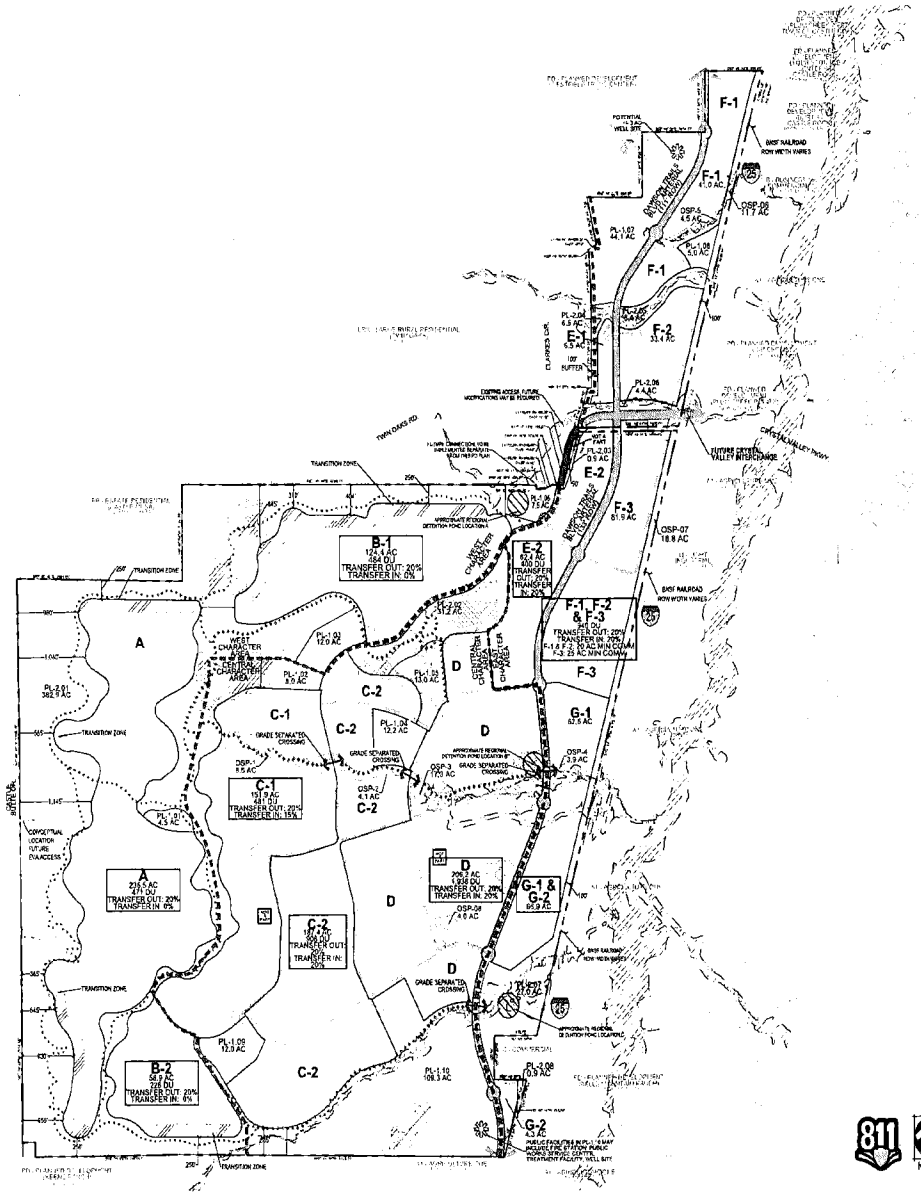
OPEN SPACE AND PUBLIC LAND SUMMARY

	ACREAGE	% OF TOTAL
PUBLIC LAND		
PL-1 (DEDICATED TO TOWN)	227.6	11.8%
OPEN SPACE		
PL-2 (DEDICATED TO TOWN)	462.2	23.4%
OSP (PRIVATE)	70.8	3.6%
SUBTOTAL	533.2	27.1%
FUTURE OPEN SPACE (1)	715.0	13.4%
OPEN SPACE TOTAL	748.0	36.2%
OPEN SPACE AND PUBLIC LAND TOTAL	975.6	47.3%

NOTE: (1) FUTURE OPEN SPACE DESIGNATION (PL-1, PL-2, OSP) TO BE DETERMINED AT TIME OF PLAT

LEGEND

- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- CHARACTER AREA BOUNDARY
- MAJOR DRAINAGEWAY
- TRANSITION ZONE
- MODERATE SKYLINE
- MINOR SKYLINE
- 100 YEAR FLOODPLAIN (TOWN OF CASTLE ROCK)
- PROPOSED ARTERIAL RIGHT OF WAY
- FUTURE COLLECTOR RIGHT OF WAY
- 5' NATURAL SURFACE TRAIL
- 10' HARD SURFACE TRAIL
- 100 YEAR FLOODPLAIN (FEMA)



DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001

CHECKED BY: MB, SW
DRAWN BY: DJ, JR

PLANNER/LANDSCAPE ARCHITECT
NORRIS DESIGN

APPLICANT
WESTSIDE INVESTMENT PARTNERS
4100 E. MISSISSIPPI AVE
SUITE 500
DENVER, CO 80246
303-984-9850

ENGINEER & SURVEYOR
CORE
CORE CONSULTANTS
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303-703-5960

DAWSON TRAILS

DAWSON TRAILS
PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS
(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN)

DATE:
PDP-01 07/09/2021
PDP-02 12/03/2021
PDP-03 04/13/2022
PDP-04 05/27/2022
PDP-05 06/09/2022

SHEET TITLE:
OVERALL PD PLAN

SHEET
3 OF 18

Exhibit B to Dawson Trails Water Efficiency Program
Inspection Sheet – Domestic Usage and Additional Efficiencies
WEP21-0003

Permit Number: _____

Date:_____
Lot Number / Building Address:_____
Building Type (circle one): Single Family Duplex Townhome Multifamily Nonresidential Mixed-Use

Based on the building type selected, please fill out the following Table 1:

Table 1: Buildout

Multifamily (including but not limited to apartment complex, condominium complex, and rentable townhome-like apartment complex)	
Type	**Number of Units**
Studio	_____
1-Bedroom	_____
2-Bedroom	_____
3-Bedroom	_____
4-Bedroom	_____
5-Bedroom	_____
Total	_____
Single Family (including but not limited to single family detached, duplex (single family attached on separate lots), and individually owned townhomes)	
Type	**Number of Units**
Studio	_____
1-Bedroom	_____
2-Bedroom	_____
3-Bedroom	_____
4-Bedroom	_____
5-Bedroom	_____
Total	_____
Nonresidential and/or Mixed Use	
Type	**Square Footage**
Retail (Grocery)	_____
Retail (Mercantile)	_____
Retail (Restaurant)	_____
Retail (Lodging)	_____
Office	_____
Flex Space (Light Industrial)	_____
Total	_____

Domestic Water Meter Size (in):_____

Please fill out the following information in Table 2. All fixtures, appliances, and management practices must comply with the Design Guidelines detailed in the Dawson Trails Water Efficiency Program. The Inspection Sheet may be modified as deemed appropriate.

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Permit Number: _____ Address: _____

Table 2: Indoor Water Fixtures and Appliances Verification Sheet

Fixture Type	Number of Fixtures	Water Metrics	Make/Model	Count	Optional Efficiency Points (for Single Family)
Water Closet (Tank – Private)	Type 1: _____ Type 2: _____	GPF: _____ GPF: _____	_____/_____ _____/_____	_____ _____	
Water Closet (Flush – Public)	Type 1: _____ Type 2: _____	GPF: _____ GPF: _____	_____/_____ _____/_____	_____ _____	
Urinal (Public)	Type 1: _____ Type 2: _____	GPF: _____ GPF: _____	_____/_____ _____/_____	_____ _____	
Sink Faucet (Lavatory)	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	_____
Showerhead	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	
Bathtub Faucet	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	
Sink Faucet (Kitchen)	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	_____
Dishwasher	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	
Sink Faucet (Laundry)	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	
Clothes Washer	Type 1: _____ Type 2: _____	WF: _____ WF: _____	_____/_____ _____/_____	_____ _____	
Sink Faucet (Utility, Service or Mop)	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	
Pre-Rinse Spray Valve	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	
Dipper Well	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	
Hose Bibb	Type 1: _____ Type 2: _____	GPM: _____ GPM: _____	_____/_____ _____/_____	_____ _____	
Other	Continuous Hot Water Recirculation Unit/Program	Yes/No/NA (circle one)	_____/_____	_____	_____
	Flow Monitoring/Leak Detection System with Automatic Shutoff	Yes/No/NA	_____/_____	_____	_____
	Point of Use Tankless Electric Water Heater	Yes/No/NA	_____/_____	_____	_____
	Placard Installation (x2)	Yes/No/NA			
	Towel and Linen Reuse Program	Yes/No/NA			
	Pool Cover and Size	Yes/No/NA Size: _____			
	Steam Cooker Ice Machine Freezer	Energy Star: Yes/No/NA Energy Star: Yes/No/NA Energy Star: Yes/No/NA	_____/_____ _____/_____ _____/_____	_____ _____	
	Cooling System >6 Cycles of Concentration or Adiabatic	Yes/No/NA			
Single Family Irrigation	ColoradoScape	Front & Side Yard: 3 points* Back Yard: 4 points Total Yard: 7 points *Required per DTWEP			_____
		Point Total for Single Family (must be >=7)			_____

Developer Initials:_____

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Certification Statement

I hereby certify that, to the best of my knowledge, the provided information is complete, true, and accurate. I understand that misrepresentation or falsification of any information provided on this sheet, whenever, discovered, may prohibit me from completing or performing work related to the Dawson Trails development in Castle Rock, CO.

Printed Contact Name:_____ Inspector Name:_____
Contact Signature:_____ Inspection Date:_____
Company:_____
Date:_____

Exhibit C to Dawson Trails Water Efficiency Program
Inspection Sheet – Irrigation Usage
WEP21-0003

Permit Number: _____

Date:_____
Lot Number / Building Address:_____
Irrigation Type(s): _____
Total Square Feet of Irrigation (by type):_____
Irrigation Water Meter Size if Separate from Domestic Water Meter (in):_____

The Inspection Sheet may be modified as deemed appropriate.

Landscape Design
The design guidelines for outdoor uses were developed to limit the use of irrigated turf and reduce overall outdoor water demands. The turf areas are restricted to rear yards only and must not exceed 500 SF. Turf grass type shall be low to moderate water using turf per Section 6 in the Town of Castle Rock Landscape and Irrigation Criteria Manual - Kentucky Blue Grass is not permitted

Proposed landscape plans must be summarized as specified in Table 1 below. The Town of Castle Rock approved plant list shall be used to classify selected plants into the appropriate Irrigated Water Use Zone. Landscape plans must be submitted to document compliance with the turf limitations from Table 1.

Table 1: Landscape Irrigation Demands

Irrigated Water Use Zone	Size of Zone (SF)	Gallons/SF/Year	Gallons/Year
Moderate Hydrozone (Turf) Turf Type:_____		11.84	
Moderate Hydrozone (Non-turf)		9.35	
Low Hydrozone / ColoradoScape		6.23	
Very Low Hydrozone / ColoradoScape		3.12	
Total			

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Permit Number: _____ Address: _____

Irrigation System Design

Automatic irrigation system controllers shall be approved by the Town, and be weather based (ET) or soil-moisture based, that automatically adjust irrigation in response to changes in the plants' needs as weather conditions or soil moisture changes. All equipment must comply with the standards listed in the current version of approved Dawson Trails Water Efficiency Program. Design requirements are subject to change as reflected in updated EPA WaterSense Program details and Town of Castle Rock Landscape and Irrigation Criteria Manual.

The Inspection Sheet may be modified as deemed appropriate.

Table 3: Proposed Irrigation System Equipment

Device	Make/Model
Smart Controller	_____/_____
Fixed Spray Heads	_____/_____
Rotor Heads	_____/_____
Drip Emitters	_____/_____
Master Valve	_____/_____
Flow Sensor	_____/_____
ET Monitor / Rain Sensor	_____/_____

Certification Statement

I hereby certify that, to the best of my knowledge, the provided information is complete, true, and accurate. I understand that misrepresentation or falsification of any information provided on this sheet, whenever, discovered, may prohibit me from completing or performing work related to the Dawson Trails development in Castle Rock, CO.

Printed Contact Name:_____ Inspector Name:_____
Contact Signature:_____ Inspection Date:_____
Company:_____
Date:_____

Exhibit D1 to Dawson Trails Water Efficiency Program
Water Consumption Analysis Summary
WEP21-0003

Introduction
Water budgets are a key factor for the Town of Castle Rock in planning and developing the necessary water resources needed to serve new development. As part of the Dawson Trails Water Efficiency Program, AquaSan Network, Inc. (AquaSan) and Norris Design (Norris) were tasked to provide water budgets for both domestic and irrigation uses expected at the Project in order to accurately represent the anticipated water usage. These water budgets were examined under the Design Guidelines provided in the Dawson Trails Water Efficiency Program, which give specific instructions on indoor and outdoor requirements implemented to maximize water efficiency and provide for responsible resource management.

Methodology
Domestic water usage is a heavily studied topic by various national organizations including the Environmental Protection Agency (EPA), the American Water Works Association (AWWA) Water Research Foundation, the U.S. Energy Information Administration (EIA), as well as numerous local water districts and utilities in response to a need for greater resource management among dwindling water supplies. As such, ample data surrounding water consumption and water demands exist to provide insightful information as to how water is used in the residential and commercial sectors, while also identifying the best methods for achieving water savings. AquaSan performed a meta-analysis using several of these water consumption studies that examined domestic usage to provide indoor water budgets that accurately represent the Dawson Trails planned development. Irrigation water budgets were provided by Norris and detail the landscape's water usage under different Hydrozones to include: moderate turf usage, moderate non-turf usage, low usage / ColoradoScape, and very low / ColoradoScape.

Results
Analyzing data collected from several water consumption and occupancy studies, as well as detailed landscape and irrigation analysis, AquaSan and Norris have developed the following water budgets for the Dawson Trails development:

Domestic Water Budget

Table 1A: Dawson Trails Domestic Water Budget – Multifamily

Type	Domestic Water Budget (Gal/Unit/Year)
Studio	27,000
1-Bedroom	31,000
2-Bedroom	35,000
3-Bedroom	38,000
4-Bedroom	41,000
5-Bedroom	44,000

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Table 1B: Dawson Trails Domestic Water Budget – Single Family, Townhome, and Duplex

Type	Domestic Water Budget (Gal/Unit/Year)
Studio	23,000
1-Bedroom	29,000
2-Bedroom	35,000
3-Bedroom	40,000
4-Bedroom	41,000
5-Bedroom	45,000

Table 1C: Dawson Trails Domestic Water Budget – Nonresidential

Type	Domestic Water Budget (Gal/SF/Year)
Retail (Grocery)	77.00
Retail (Mercantile)	11.00
Retail (Restaurant)	250.00
Retail (Lodging)	91.00
Office	14.00
Flex Space (Light Industrial)	5.00

Irrigation Water Budget

Table 2A: Dawson Trails Irrigation Water Budget – Residential

Type	Irrigation Water Budget (Gallons/SF/Year)
Multifamily (Passive Use Areas)	10.50
Multifamily (Common Areas)	6.00
Single Family, Townhome, Duplex	8.50

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Table 2B: Dawson Trails Irrigation Water Budget – Nonresidential

Type	Irrigation Water Budget (Gallons/SF/Year)
Retail (Grocery)	8.00
Retail (Mercantile)	8.00
Retail (Restaurant)	8.00
Retail (Lodging)	8.00
Office	8.00
Flex Space (Light Industrial)	8.00

Table 2C: Dawson Trails Irrigation Water Budget – Other

Type	Irrigation Water Budget (Gallons/SF/Year)
Neighborhood Parks and Open Space	8.50
Public Land Dedication Areas	8.50
Right of Way Areas	6.00

Exhibit D2 to Dawson Trails Water Efficiency Program
Water Consumption Analysis
WEP21-0003

Introduction
AquaSan Network, Inc. (AquaSan) and Norris Design (Norris) have conducted a water consumption analysis to include domestic and outdoor water use projections for the Dawson Trails Development (also referred to as "Dawson Trails" or "Project") in support of establishing the Water Budget. In order to provide accurate estimates that best represent the Project, a meta-analysis of several water consumption and occupancy studies was performed examining domestic usage in both the residential and nonresidential sectors, with irrigation estimations provided by Norris. The information presented in this Exhibit reviews the domestic and outdoor water demands expected at Dawson Trails under the Dawson Trails Water Efficiency Program (DTWEP) and calculates the anticipated water usage for the Project for different building types. It should be noted that these efficiencies can be surpassed through water management techniques that exceed the standards in the WEP, in which case developers may submit supplementary data that demonstrates a reduced water usage.

Outline
- Project Synopsis
- Residential Domestic Analysis
- Nonresidential Domestic Analysis
- Irrigation Analysis
- Summary
- References

Attachments
- Appendix 1 – Water Use Projections Excel Sheet

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Project Synopsis

In review, Dawson Trails will consist of 5,850 total units, 3,200,000 square feet (SF) of commercial space, and approximately 730 acres of irrigable areas. The residential, nonresidential, and irrigation buildouts for the Project are described below in Figures 1A, 1B and 1C:

Figure 1A: Residential Buildout at Dawson Trails

Type	Units
Multifamily	2,323
Single Family, Townhome, Duplex	3,527
Total	**5,850**

Figure 1B: Nonresidential Buildout at Dawson Trails

Type	Square Footage (SF)
Retail (Grocery, Mercantile, Restaurant, Lodging)	900,000
Office	800,000
Flex Space (Office, Light Industrial)	1,500,000
Total	**3,200,000**

Figure 1C: Irrigation Buildout at Dawson Trails

Type	Area (SF)	Area (Acres)
Individual Residential Lots	4,917,924	112.90
Residential Neighborhoods	7,568,986	173.76
Multifamily	500,940	11.50
Commerce Areas	1,276,744	29.31
Neighborhood Parks and Open Space	8,311,248	190.80
Public Land Dedication Areas	7,383,420	169.50
Right of Way Areas	1,947,132	44.70
Total	**31,906,393**	**732.47**

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Residential Domestic (Indoor) Analysis

Residential Domestic Usage

To determine accurate domestic water usage rates for the residential portion of Dawson Trails using the prescribed DTWEP, AquaSan first examined the relationship between domestic water consumption and different home efficiencies, as well as the influences of occupancy on daily usage. This information is characterized in the 2011 report, Analysis of Water Use in New Single Family Homes.[1] In this study, domestic water consumption was analyzed in four different single family home types, which included:

- EPA Retrofit: standard single family residences that were retrofitted with high-efficiency appliances and fixtures.
- REUWS: standard single family residences built in the mid 1990's and monitored in the AWWA Research Foundation's 1999 report, Residential End Uses of Water.[2]
- New Homes: standard single family residences built after January 1, 2001.
- HE New Homes: standard single family residences built with appliances and fixtures equal to WaterSense Program Guidelines Version 1.0. The WaterSense guidelines reviewed in this study for indoor uses serve as the most accurate comparison of the four home types to the Dawson Trails residences following the DTWEP.

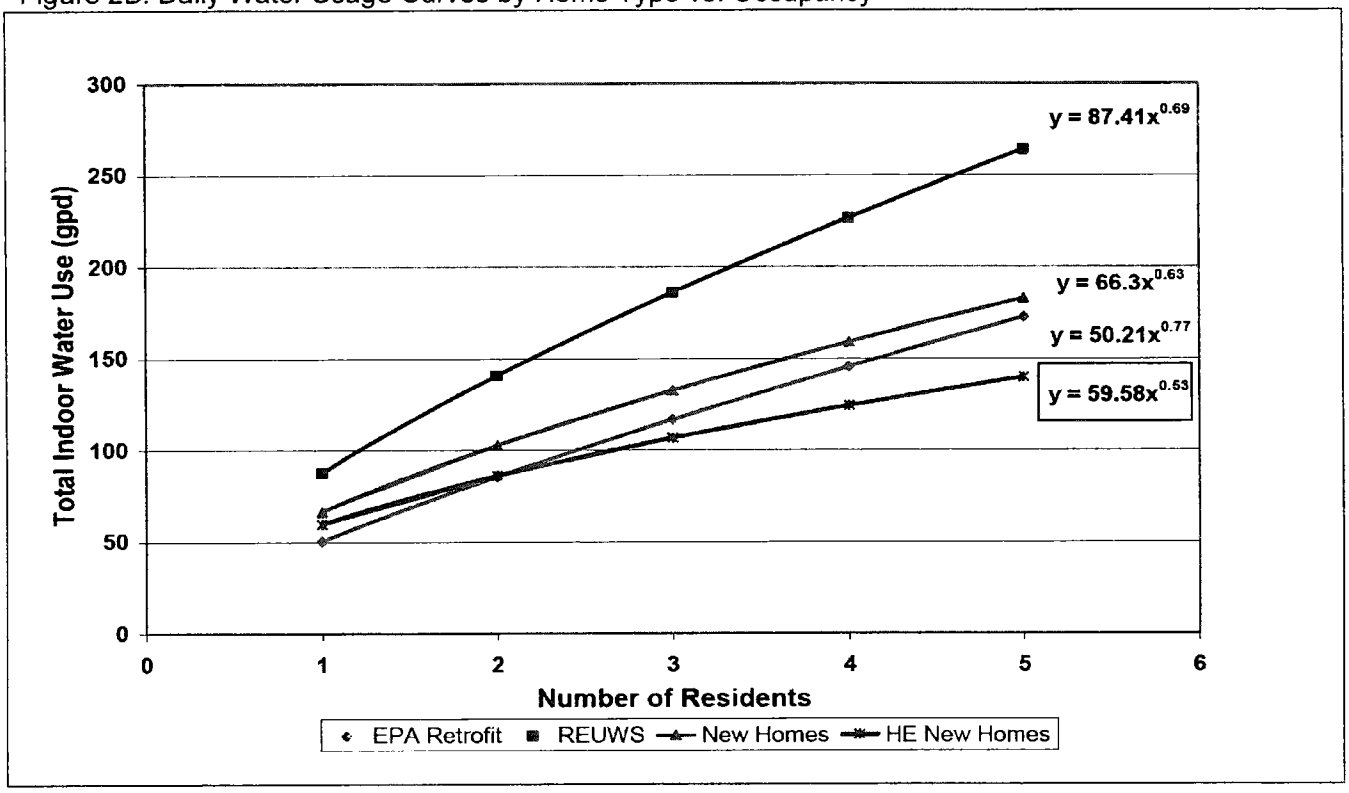
The four residential home types observed in this study are shown in Figures 2A and 2B, which disaggregate their daily water usage as it relates to their occupancy. It should also be noted that the end uses of domestic water in single family homes and multifamily homes do not differ significantly, and the values below apply to both residential applications under this capacity:

Figure 2A: Daily Water Usage by Home Type vs. Occupancy

Number of Residents	EPA Retrofit (Gal/Day)	REUWS (Gal/Day)	New Homes (Gal/Day)	HE New Homes (Gal/Day)
1	50.21	87.41	66.30	59.58
2	85.62	141.02	102.60	86.03
3	117.00	186.54	132.46	106.65
4	146.01	227.50	158.79	124.22
5	173.38	265.37	182.75	139.82

[1] DeOreo, William B. "Analysis of Water Use In New Single-Family Homes." Aquacraft, Inc. Water and Engineering Management, 2011.
[2] Mayer, Peter W. *Residential End Uses of Water*. AWWA Research Foundation and American Water Works Association, 1999.

Figure 2B: Daily Water Usage Curves by Home Type vs. Occupancy



Figures 2A and 2B reveal the significant impacts that water saving efforts have achieved for residences, such as the 1992 Energy Policy Act and the continued development of high-efficiency water appliances and fixtures. These data also demonstrate the relationships between the GCD and occupancy, which are displayed below in Figure 2C:

Figure 2C: Daily Water Usage per Capita by Home Type

Number of Residents	EPA Retrofit (GCD)	REUWS (GCD)	New Homes (GCD)	HE New Homes (GCD)
1	50.21	87.41	66.30	59.58
2	42.81	70.51	51.30	43.01
3	39.00	62.18	44.15	35.55
4	36.50	56.88	39.70	31.06
5	34.68	53.07	36.55	27.96

As seen above, each additional capita per residence results in an overall decrease in the GCD. This correlation is extremely important to understand because it allows AquaSan to define a more accurate GCD for residences based on occupancy rates, instead of using a generalized value for all units. As it relates to Dawson Trails, the HE New Homes curve (with equation $y = 59.58x^{0.53}$) provides the most comparable GCD values to the Project following the DTWEP. With the water consumption defined at differing occupancy rates under the HE New Homes curve, AquaSan must now determine the expected occupancy for the different residential products to assess the domestic usage.

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Residential Occupancy

Based on current data obtained from the Town of Castle Rock (Town), residences average 2.90 persons per household, with 2-bedroom single family homes averaging 2.34 persons per home and 3-bedroom single family homes 3.04 persons per home based on metered sewer data.[3] In order to define per bedroom occupancy rates for unit types outside of these measured parameters, AquaSan reviewed data collected from the Residential Energy Consumption Survey (RECS) and presented in the EPA's WaterSense Technical Evaluation Process for Approving Home Certifications Methods.[4] The occupancy equations derived from the RECS are shown below and calculated for the differing multifamily and single family home sizes based on their number of bedrooms in Figure 3:

- *Multifamily Occupants = 1.49 + (0.45 * Number of bedrooms per unit)*
- *Single Family, Townhome, and Duplex Occupants = 1.09 + (0.54 * Number of bedrooms)*

Figure 3: Multifamily, Single Family, Townhome, and Duplex Occupancy Based on Number of Bedrooms

Type of Residence	Studio Occupancy	1-Bedroom Occupancy	2-Bedroom Occupancy	3-Bedroom Occupancy	4-Bedroom Occupancy	5-Bedroom Occupancy
Multifamily	1.49	1.94	2.39	2.84	3.29	3.74
Single Family, Townhome, Duplex	1.09	1.63	2.34[5]	3.04[6]	3.25	3.79

Daily Demands

By applying the residential occupancy rates observed by the Town and in the RECS to the HE New Home curve equation, AquaSan has an objective evaluation of the occupancy and subsequent water usage for the different residential products based on their bedroom counts. These domestic consumption values are calculated below:

Water Usage Equation

- *HE New Homes equation: $y = 59.58x^{0.53}$*
- *y = Daily Usage (gal)*
- *x = Expected Occupancy (capita)*

Multifamily

- *Studio Daily Domestic Usage (gal): $(59.58) * (1.49)^{0.53} = 73.60$ gal/day*
- *1-Bedroom Daily Domestic Usage (gal): $(59.58) * (1.94)^{0.53} = 84.65$ gal/day*
- *2-Bedroom Daily Domestic Usage (gal): $(59.58) * (2.39)^{0.53} = 94.55$ gal/day*
- *3-Bedroom Daily Domestic Usage (gal): $(59.58) * (2.84)^{0.53} = 103.60$ gal/day*
- *4-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.29)^{0.53} = 112.00$ gal/day*
- *5-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.74)^{0.53} = 119.87$ gal/day*

Single Family, Townhome, and Duplex

- *Studio Daily Domestic Usage (gal): $(59.58) * (1.09)^{0.53} = 62.36$ gal/day*
- *1-Bedroom Daily Domestic Usage (gal): $(59.58) * (1.63)^{0.53} = 77.19$ gal/day*
- *2-Bedroom Daily Domestic Usage (gal): $(59.58) * (2.34)^{0.53} = 93.49$ gal/day*
- *3-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.04)^{0.53} = 107.40$ gal/day*
- *4-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.25)^{0.53} = 111.28$ gal/day*
- *5-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.79)^{0.53} = 120.72$ gal/day*

[3] https://www.towncharts.com/Colorado/Housing/Castle-Rock-town-CO-Housing-data.html
[4] EPA WaterSense, "WaterSense Technical Evaluation Process for Approving Home Certification Methods, Version 1.0," EPA WaterSense, 2021, https://www.epa.gov/sites/default/files/2021-02/documents/watersense_final_technical_evaluation_process_for_home_certification_v1.0.pdf
[5] Value provided by Castle Rock Water on March 23, 2022
[6] Value provided by Castle Rock Water on March 23, 2022

Dawson Trails Yearly Residential Domestic Water Budget

Using the values calculated above, AquaSan can now determine the yearly residential domestic water budgets for Dawson Trails under its multifamily, single family, townhome, and duplex product types. These yearly consumption values (rounded up to the nearest thousand) are calculated in the "Residential Domestic Usage" Tab of Appendix 1 and summarized below in Figures 4A – 4B:

Figure 4A: Dawson Trails Domestic Water Budget – Multifamily

Type	Domestic Water Budget (Gal/Unit/Year)
Studio	27,000
1-Bedroom	31,000
2-Bedroom	35,000
3-Bedroom	38,000
4-Bedroom	41,000
5-Bedroom	44,000

Figure 4B: Dawson Trails Domestic Water Budget – Single Family, Townhome, and Duplex

Type	Domestic Water Budget (Gal/Unit/Year)
Studio	23,000
1-Bedroom	29,000
2-Bedroom	35,000
3-Bedroom	40,000
4-Bedroom	41,000
5-Bedroom	45,000

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Nonresidential Domestic (Indoor) Analysis

Nonresidential Domestic Water Usage

In addition to the 5,850 residential units, Dawson Trails will also develop 3,200,000 SF of nonresidential space primarily in the form of retail, office, and flex space end uses. As nonresidential water consumption varies significantly across the different sectors, AquaSan reviewed aggregated data published across several end use studies including:

- 2012 Commercial Buildings Energy Consumption Survey: Water Consumption in Large Buildings Summary by the U.S. Energy Information Administration (EIA).
- Benchmarking Task Force Collaboration for Industrial, Commercial and Institutional Water Conservation by the Colorado WaterWise Council (CWWC).
- Commercial and Institutional End Uses of Water by the AWWA Research Foundation (AWWA).
- Developing Water Use Metrics for the Commercial and Institutional Sectors with focus on Aurora Water and Colorado Springs Utilities data by the Water Research Foundation (WRF-AW and WRF-CSU).

The average water usage per SF concluded in these studies is detailed below in Figure 5:

Figure 5: Average Annual Water Use per SF in Nonresidential Buildings[7][8][9][10]

Type	EIA (Gal/SF/Year)	CWWC (Gal/SF/Year)	AWWA (Gal/SF/Year)	WRF-AW (Gal/SF/Year)	WRF-CSU (Gal/SF/Year)
Grocery	-	-	55.3	-	-
Mercantile	12.2	-	-	7.8	6.7
Restaurant	-	192.0	306.0	159.9	135.1
Lodging	44.5	120.0	72.6	55.5	62.9
Office	14.5	-	14.2	9.6	7.0
Industrial	3.3	-	-	-	4.6

Monte Carlo Simulation

To model an encompassing value that represents each of these studies, a projection analysis tool known as a Monte Carlo Simulation was performed on the average water usage calculated from each dataset. The purpose of a Monte Carlo Simulation is to model the probability of results (in this case, annual water consumption per SF) while accounting for risk and uncertainty in the recorded values. The simulations were conducted with 100,000 iterations of randomly generated numbers following the average consumption under the different nonresidential sectors and reviewed at the 75th percentile to account for the efficient fixtures, appliances, and management practices required in the DTWEP. The results of these simulations are displayed below in Figures 6A and 6B:

[7] U.S. Energy Information Administration. "2012 Commercial Buildings Energy Consumption Survey: Water Consumption in Large Buildings Summary." U.S. Energy Information Administration, 2017. https://www.eia.gov/consumption/commercial/reports/2012/water/

[8] The Brendle Group, Inc. "Benchmarking Task Force Collaboration for Industrial, Commercial & Institutional Water Conservation," Colorado Water Wise Council, 2007.

[9] Dziegielewski, Benedykt, et al. *Commercial and Institutional End Uses of Water*. AWWA Research Foundation and American Water Works Association, 2000.

[10] Fedak, Rebecca, et al. *Developing Water Use Metrics for the Commercial and Institutional Sectors*. The Water Research Foundation, 2019.

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Figure 6A: Simulated Histograms of Water Use per SF in Nonresidential Buildings

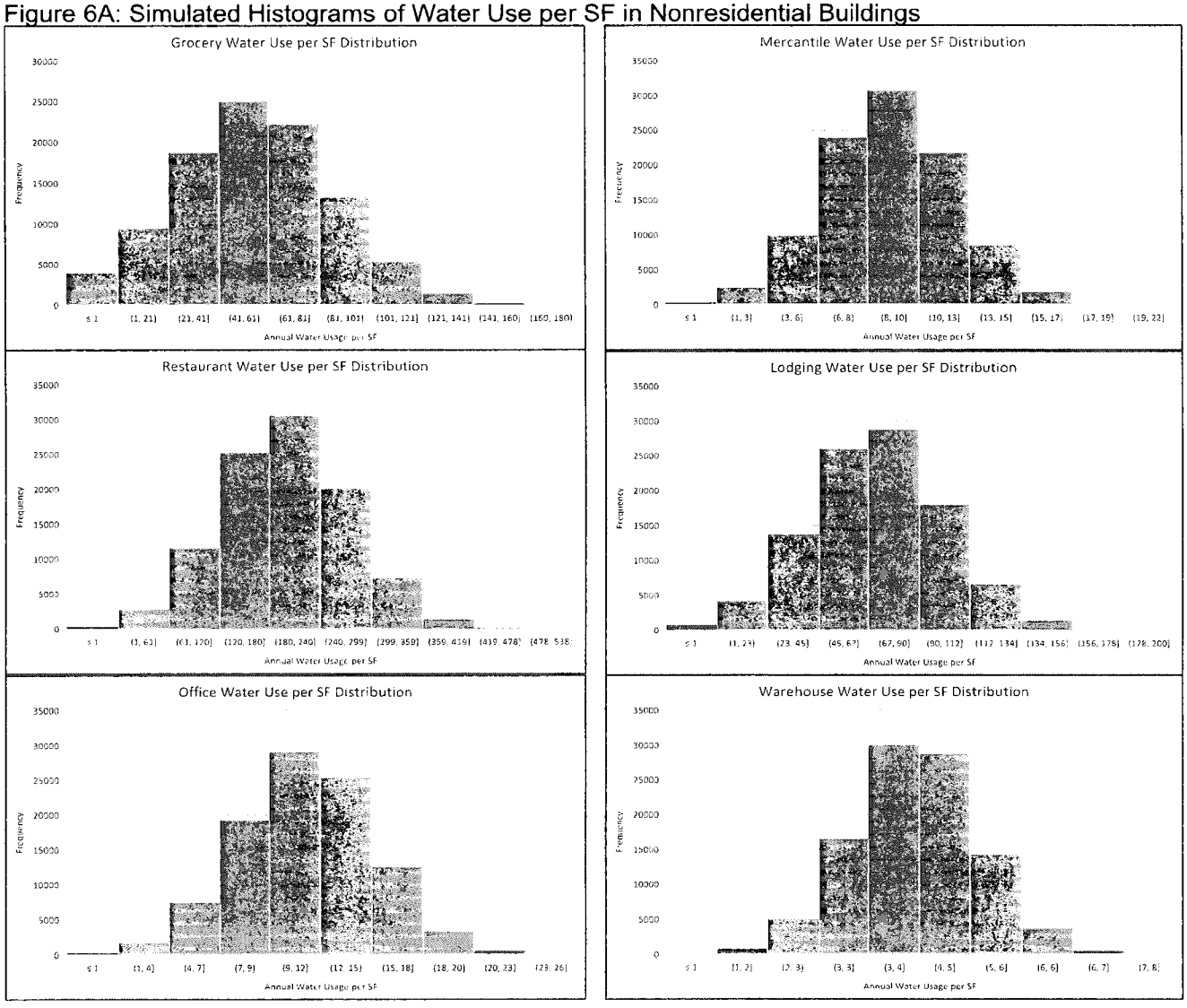


Figure 6B: Simulated Water Use per SF in Nonresidential Buildings at the 75th Percentile

Type	Average (Gal/SF/Year)	Standard Deviation (Gal/SF/Year)	75th Percentile (Gal/SF/Year)
Grocery	55.3	31.1	76.3
Mercantile	8.9	2.9	10.8
Restaurant	198.3	75.5	249.9
Lodging	71.1	29.2	90.6
Office	11.3	3.7	13.8
Industrial	4.0	0.9	4.6

As demonstrated from the simulations, the Monte Carlo method is useful in providing an overarching representation of possible water consumption when using risk-generated flow data derived from the mean and standard deviation of the end use studies used in determining their water use per SF. As AquaSan is examining various uses from different buildings, it is important that these predictive analytics are used to establish a relative value for each nonresidential building type. Using the results from these simulations at the 75th percentile, AquaSan is now able to determine the water usage per SF at Dawson Trails' nonresidential buildings.

Dawson Trails Yearly Nonresidential Domestic Water Budget

Base on the values (rounded up to the nearest one) calculated above, the yearly consumption values for the nonresidential product types are determined in the "Nonresidential Usage" tab of Appendix 1 and summarized below in Figure 7:

Figure 7: Dawson Trails Domestic Water Budget – Nonresidential

Type	Domestic Water Budget (Gal/SF/Year)
Retail (Grocery)	77.00
Retail (Mercantile)	11.00
Retail (Restaurant)	250.00
Retail (Lodging)	91.00
Office	14.00
Flex Space (Light Industrial)	5.00

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Irrigation Analysis

Irrigation Usage

Outdoor water usage is primarily based on irrigation design, total landscaped area, landscape type, and weather. As currently estimated, Dawson Trails will provide approximately 732.47 acres of irrigable area categorized under several different landscape types. Norris Design has completed the irrigation water budgets based on a standardized gallons per square-foot per year determination for each product type that aligns with the Town's Landscape and Irrigation Criteria Manual. The conversions rates established from the Town and resulting water budgets are detailed below in Figures 8A-8D:

Dawson Trails Yearly Irrigation Water Budget

Figure 8A: Dawson Trails Hydrozone Conversion

Type	Irrigation Water Budget (Inches/SF/Year)	Irrigation Water Budget (Gallons/SF/Year)
Moderate Hydrozone (Turf)	19.00	11.84
Moderate Hydrozone (Non-Turf)	15.00	9.35
Low Hydrozone / ColoradoScape	10.00	6.23
Very Low Hydrozone / ColoradoScape	5.00	3.12

Figure 8B: Dawson Trails Irrigation Water Budget – Residential

Type	Irrigation Water Budget (Gallons/SF/Year)
Multifamily (Passive Use Areas)	10.50
Multifamily (Common Areas)	6.00
Single Family, Townhome, Duplex	8.50

Figure 8C: Dawson Trails Irrigation Water Budget – Nonresidential

Type	Irrigation Water Budget (Gallons/SF/Year)
Retail (Grocery)	8.00
Retail (Mercantile)	8.00
Retail (Restaurant)	8.00
Retail (Lodging)	8.00
Office	8.00
Flex Space (Light Industrial)	8.00

Figure 8D: Dawson Trails Domestic Water Budget – Parks, Open Space, PLD, and ROW[11]

Type	Irrigation Water Budget (Gallons/SF/Year)
Neighborhood Parks* and Open Space**	8.50
Public Land Dedication Areas	8.50
Right of Way Areas	6.00

**Parks: Assumes 30% Moderate Hydrozone, 70% Low / ColoradoScape and Very Low / ColoradoScape Hydrozone*

***Open Space: Assumes 10% Moderate Hydrozone, 90% Low / ColoradoScape and Very Low / ColoradoScape Hydrozone*

[11] Residential neighborhoods will have attached walks, residential front landscape area will be irrigated by the residential domestic water system.

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Summary

The data collected in this report are used to quantify the water demands in both the domestic and irrigation applications for Dawson Trails. These projections have been validated by AquaSan and Norris Design in support of determining a water budget for Dawson Trails as part of the DTWEP – a summary of these demands based on the estimated buildout is shown below in Figure 9:

Figure 9: Dawson Trails Water Consumption Estimation

Water Demand Measurement	Estimated Consumption (Gal/Year)	Estimated Consumption (Acre-Feet/Year)
Residential Domestic		
Multifamily	76,775,150	235.61
Single Family, Townhome, Duplex	141,432,700	434.04
Total	**218,207,850**	**669.66**
Nonresidential Domestic		
Retail (Grocery, Mercantile, Restaurant, Lodging)	85,185,000	261.42
Office	11,200,000	34.37
Flex Space (Office, Light Industrial)	10,200,000	31.30
Total	**106,585,000**	**327.10**
Irrigation		
Individual Residential Lots	44,609,002	136.90
Residential Neighborhoods	47,704,586	146.40
Multifamily	3,747,287	11.50
Commerce Areas	9,254,168	28.40
Neighborhood Parks and Open Space	45,716,895	140.30
Public Land Dedication Areas	52,983,373	162.60
Right of Way Areas	9,742,945	29.90
Total	**213,758,256**	**656.00**

Grand Total Water	**538,551,106**	**1,652.75**

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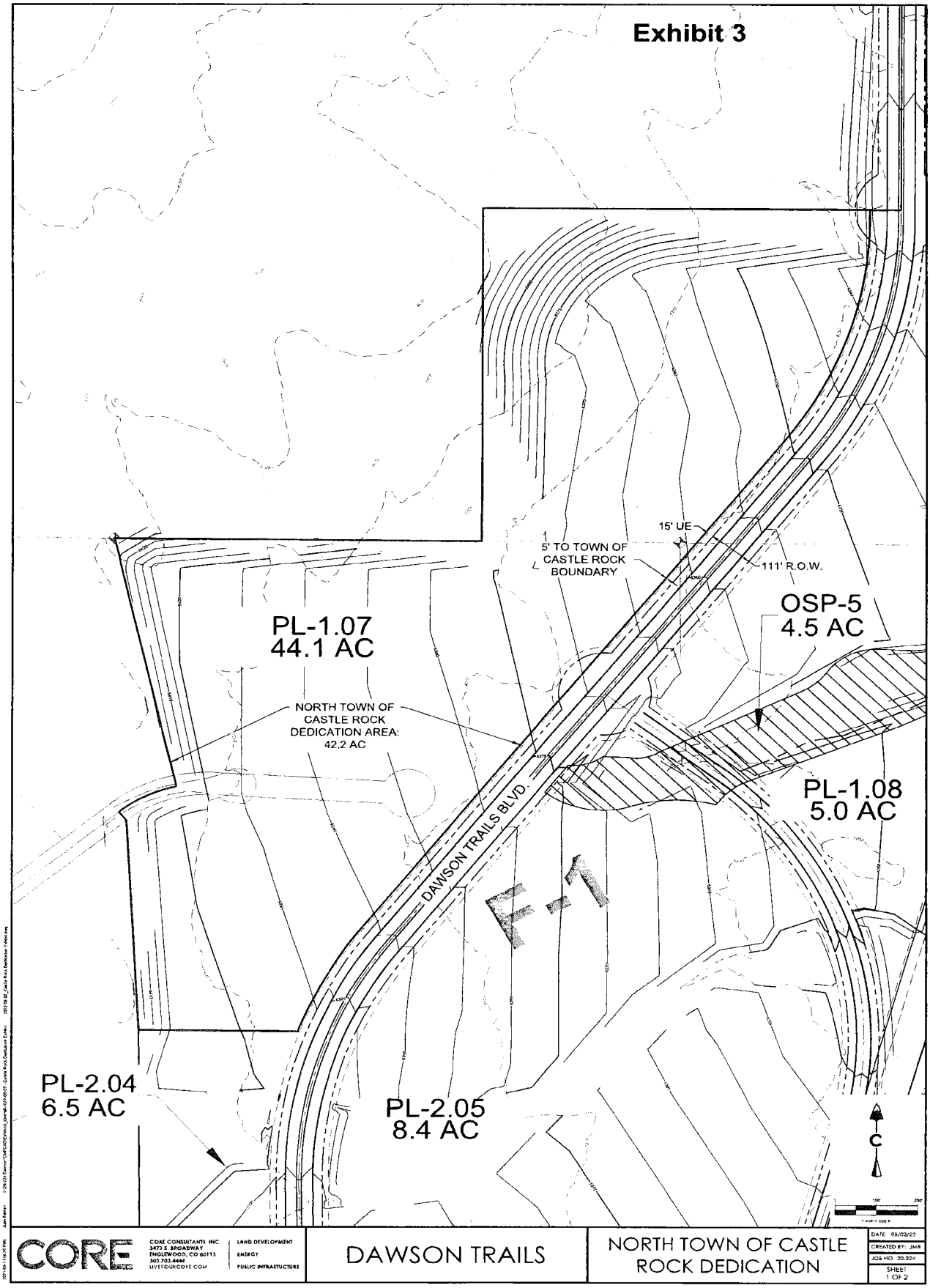
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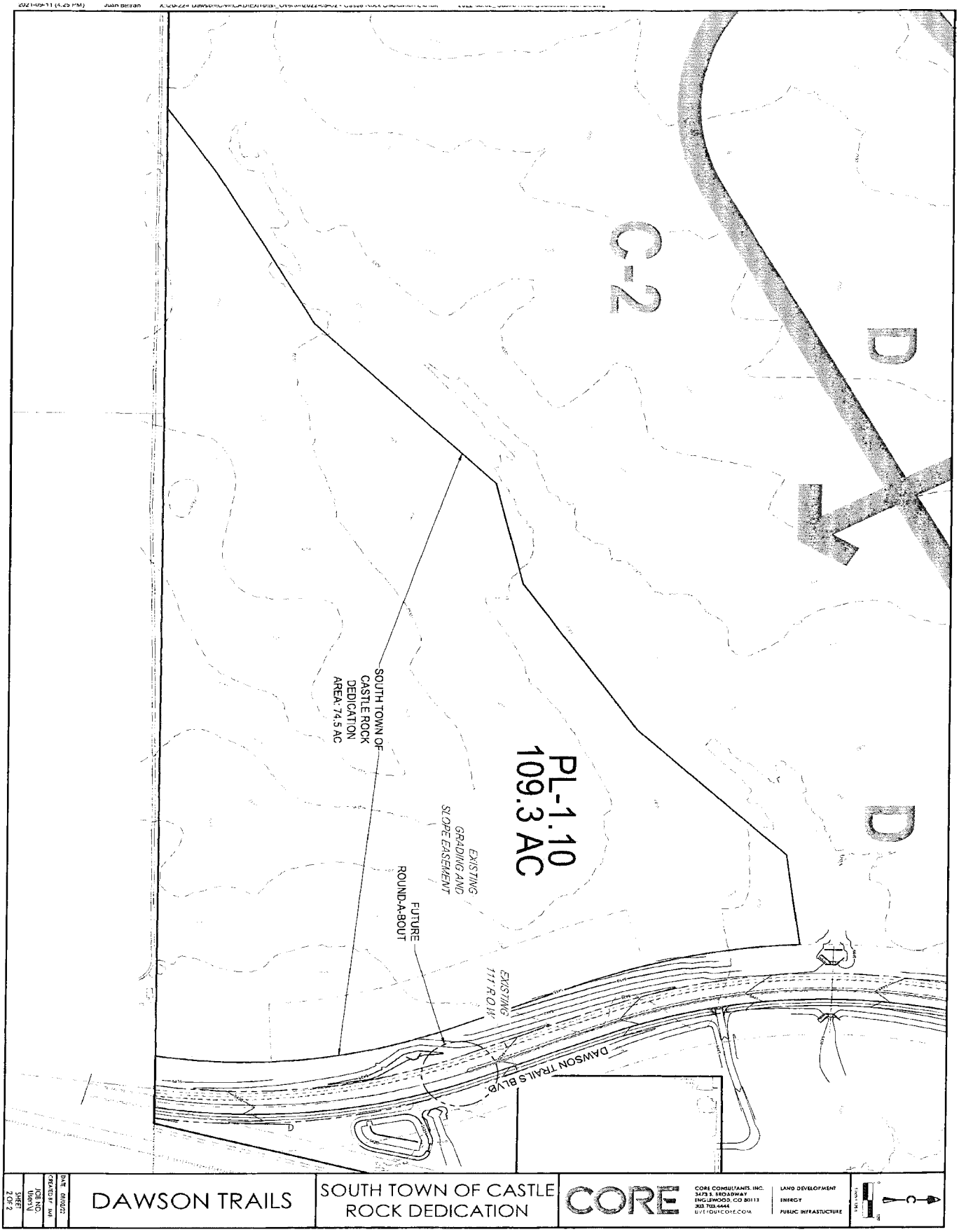
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https://www.towncharts.com/Colorado/Housing/Castle-Rock-town-CO-Housing-data.html


Exhibit 3
15' UE
5' TO TOWN OF CASTLE ROCK BOUNDARY
111' R.O.W.
PL-1.07
44.1 AC
OSP-5
4.5 AC
NORTH TOWN OF CASTLE ROCK DEDICATION AREA: 42.2 AC
DAWSON TRAILS BLVD.
PL-1.08
5.0 AC
F-1
PL-2.04
6.5 AC
PL-2.05
8.4 AC
C
CORE
CORE CONSULTANTS INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM
LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE
DAWSON TRAILS
NORTH TOWN OF CASTLE ROCK DEDICATION
DATE 08/02/22
CREATED BY: JMB
JOB NO. 20-224
SHEET 1 OF 2


C-2
D
D
PL-1.10
109.3 AC
SOUTH TOWN OF CASTLE ROCK DEDICATION AREA: 74.5 AC
EXISTING GRADING AND SLOPE EASEMENT
FUTURE ROUND-A-BOUT
EXISTING 111 ROW
DAWSON TRAIL S BLVD
DAWSON TRAILS
SOUTH TOWN OF CASTLE ROCK DEDICATION
CORE
CORE CONSULTANTS, INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTUCTURE

TOWN OF CASTLE ROCK COLORADO

CERTIFICATION OF COPY OF RECORD

State of Colorado)
) ss
County of Douglas)

I, Lisa Anderson, Town Clerk of the Town of Castle Rock, in said county and state, do hereby certify that on September 13, 2022, I carefully compared with the original executed document the attached copy of that document of the Town of Castle Rock, Ordinance No. 2022–018, any Exhibits I now hold in my possession. They are complete, full, true, and exact copies of the document they purport to reproduce.

Given under my hand and official seal this 13th day of September, 2022.

(seal) TOWN OF CASTLE ROCK SEAL APRIL 14, 1881 COLORADO

Lisa Anderson
Town Clerk
Town of Castle Rock
100 Wilcox Street
Castle Rock, CO 80104

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 12. **File #:** DIR 2026-001

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Kristin Read, Assistant Town Manager

Discussion/Direction: America 250 - Colorado 150 Grants

Executive Summary

In October, the Town launched two grant opportunities associated with the celebration of America 250 - Colorado 150 - Service Contract Partner and Community Organization grants. Applications for those programs closed December 19.

The purpose of this agenda item is to provide information and recommendations relative to the applications received. A third program, providing Neighborhood Grants, also recently launched. Those awards will be processed administratively.

Discussion

Service Contract Partner Grants

The America 250 - Colorado 150 Service Contract Grant program aims to enhance the great lineup of events and initiatives brought to the community each year by the Town's service contract partners: the Castle Rock Chamber of Commerce, Castle Rock Economic Development Council, Castle Rock Historical Society/Museum, Castle Rock Senior Center, Douglas County Community Foundation, Douglas County Housing Partnership, Douglas County Youth Initiative, Downtown Development Authority and Downtown Merchants Association.

The Town encouraged these entities to pursue these funds to find unique and creative ways to celebrate America and Colorado with the community that go above and beyond their typical plans for community events and initiatives. Up to four grants of up to $15,000 each were envisioned via this program.

Four of the nine partner entities applied under this program - the Castle Rock Chamber of Commerce, the Douglas County Community Foundation, the Douglas County Housing Partnership and the Downtown Development Authority. Review their proposal letters in **Attachment A**. Staff is recommending awarding grants totaling $45,000 to the three entities that met the program's criteria

of celebrating America 250 - Colorado 150 and engaging Castle Rock residents in the celebration. Following is a high-level summary of the recommended requests:

Chamber of Commerce

Purpose of request: Fair Parade, Artfest and Starlighting enhancements

Amount of request: $15,000

Explanation of how the project celebrates America 250 - Colorado 150 and engages Castle Rock residents in the celebration: Special prize, banners, floats and more in the parade, which 18,000 residents attend; special artworks, contests and music at Artfest, which 12,000 residents attend; and commemorative ornament giveaway for Starlighting attendees

Douglas County Housing Partnership

Purpose of request: storytelling and mural project

Amount of request: $15,000

Explanation of how the project celebrates America 250 - Colorado 150 and engages Castle Rock residents in the celebration: local seniors will be invited to share stories, which will be translated into a mural at the Reyn Rock building at 403 Perry St., that will be unveiled with a community celebration

Downtown Development Authority

Purpose of request: light pole banners; red, white and blue flower boxes; and American and Colorado Flags

Amount of request: $15,000

Explanation of how the project celebrates America 250 - Colorado 150 and engages Castle Rock residents in the celebration: all items will be highly visible to Downtown visitors throughout 2026

Community Organization Grants

The Community Organization grants aim to get nonprofit organizations, homeowners associations and similar entities involved in the celebration of America 250 - Colorado 150. Castle Rock organizations were encouraged to undertake imaginative efforts to commemorate and celebrate the Country and State's history, using three grants of up to $10,000 each.

Three groups applied under this program - the Rocky Mountain Wildlife Alliance, the Haven Home Owners Association and the Castle Rock Historical Society. Review their applications in **Attachment B**. Staff is recommending awarding grants to all three entities, totaling $22,021.

Following is a high-level summary of the applications:

Rocky Mountain Wildlife Alliance

Project description: provide 20 free community programs throughout Castle Rock during summer 2026, leading up to one larger event with a community partner for Independence Day and Colorado's 150th birthday. The events will feature live ambassador raptors - hawks, owls, falcons and a new bald eagle.

Amount of request: $10,000

Haven Home Owners Association

Project description: HavenFest neighborhood event with flag-making, a musical performance, food, games and more, estimated to be attended by 70 to 80 residents.

Amount of request: $2,200

Castle Rock Historical Society

Project description: collection of "mock-up" façades (replicas) of historic Castle Rock buildings from near 1876. The replicas will include the 1875 Cantril (First) Courthouse, the 1873 City Hotel (moved to Castle Rock in 1877) and a "Star Saloon." The replicas are planned as a foundational effort to build a replica of Castle Rock in the late 1800s, building on the 1981 celebration of the 100th anniversary of Castle Rock, in which a block of replica buildings was made and displayed on Wilcox Street. A skilled team will design and fabricate the replicas with lumber and plywood, scaling them to emulate the dimensions of the originals, with heights of approximately 8 to 12 feet. They would be ready in May 2026 for display at local America 250 - Colorado 150 festivities.

Amount of request: $9,821

Budget Impact

Up to $90,000 has been allocated toward these two grant programs, and staff is recommending awards totaling $67,021.

Staff Recommendation

Staff recommends awarding grants to six of the seven applicants as outlined herein.

Proposed Motion

"I move to approve grant awards as recommended in staff's memo."

Alternative Motions
"I move to approve the grant awards with the following changes:____."
"I move to continue this item to [date] to allow time for:_____."

Attachments

Attachment A: Service Contract Partner Requests
Attachment B: Community Organization Applications

CASTLE ROCK CHAMBER

To: Kristin Read, Assistant Town Manager, Town of Castle Rock
Re: Service Contract Partner Grant

On behalf of the Castle Rock Chamber, we greatly appreciate the opportunity to submit this request for the Service Contract Partner Grants supporting America 250–Colorado 150. We plan to utilize $15,000 funding in three focused Signature events to actively celebrate our history and community.

Douglas County Fair Parade | July 25, 2026
In addition to the traditional western theme, America 250-Colorado 150 will be featured for the event estimating 18,000 or more residents to attend. Participants are encouraged to incorporate 250/150 into their entry with bonus points awards in competition. Additionally, a special prize will be awarded to the entry for Best 250/150 Representation. A custom 250/150 banner will lead the parade, followed by the American Legion Honor Guard and a special Town Trolley entry carrying Town officials and long-term (50+ year) Castle Rock business leaders. The trolley will be decorated with themed signage recognizing both the celebration and it's distinguished passengers. Historic references and 250/150 acknowledgments will be included in announcements throughout the parade by the emcees. Logo recognition incorporated on all marketing materials and communications. A custom 250/150 banner also concludes the parade. Funding request: $3,000.

Castle Rock ArtFest | September 12–13, 2026
ArtFest to include 250/150 logo recognition on all marketing materials and communications, estimating more than 12,000 to attend. Professional participating artists would be invited to create one 250/150 themed piece of art with a special prize awarded to the 1st place winner. A dedicated booth in Festival Park will showcase DCSD student artwork centered around the 250/150 theme, with a special prize awarded to the 1st place winner. Themed take-home projects provided in the KidZone, and a kids 250/150 themed painting contest onsite with awards given to top 3 winners in multiple age groups. Featured band to play exclusively patriotic music during a 2–3-hour window on the main stage. Program also to include a presentation by a local historian. Funding request: $6,000.

Castle Rock Starlighting | November 21, 2026
Starlighting to incorporate 250/150 logo recognition on all marketing materials and communications. Verbal acknowledgements and recognition throughout event announcements on stage. The Chamber will give away a special 250/150 Castle Rock Starlighting ornament to attendees on a first-come basis at the event. Funding request: $6,000.

Thank you for your consideration.

Lori Gerlits
President & CEO, Castle Rock Chamber

Attn: Kristin Read
Town of Castle Rock
100 North Wilcox Street
Castle Rock, CO 80104-1907

Thank you for the opportunity to celebrate with you on your **America 250 & Colorado 150 Contract Partner Grants**. The Douglas County Community Foundation (DCCF) would greatly appreciate a grant in support of our second annual **Nonprofit Symposium**. In 2025 we launched what we feel aligned with our true purpose as community foundation in unifying and uplifting the nonprofit community of Douglas County and hosted our first annual Nonprofit Symposium. The event featured breakfast and lunch, a keynote speech by a nonprofit founder, as well as panels for guests to attend. Each panel was specific to an area of growth the nonprofits had request in a pre-event survey, Marketing, Sophisticated Philanthropy, and Funding Opportunities in Douglas County. We sold out the event at 100 seats and covered cost with thanks from multiple Castle Rock philanthropists. In 2026 we are hoping to further cultivate a strong and thriving nonprofit community by offering more panels and opportunities for learning, including growing the program to a larger venue. We have seen a significant impact the symposium had on the nonprofits who attended, including successful grant writing, earned financial support, and numerous benefits from one-on-one coaching sessions. Enabling a strong, vibrant and self-reliant nonprofit community signifies the independence of our nation and pioneer spirit Colorado is known for.

Douglas County Community Foundation is asking for $15,000 in support. The Town of Castle Rock will have the opportunity to select your level of engagement from a speaking role or volunteering to attending the various presentations. DCCF believes that when our nonprofit community thrives, the Town of Castle Rock and all of Douglas County thrives!

Thank you for your partnership with the Douglas County Community Foundation and we look forward to our continued success.

Best,

Kirsten Swanson-Moore
Executive Director
Douglas County Community Foundation

Douglas County Housing Partnership
9350 Heritage Hills Circle
Lone Tree, CO 80214
DouglasCountyHousingPartnership.org

December 19, 2025

David Corliss
Town Manager
100 N. Wilcox Street
Castle Rock, CO 80104

RE: Celebrating America 250 / Colorado 150 anniversaries in 2026

Dear Town Manager and Review Committee,

On behalf of Douglas County Housing Partnership (DCHP), a long-standing service contract partner with the Town of Castle Rock, we are pleased to submit this application for funding support for a special 2026 community project honoring America's 250th anniversary and Colorado's 150th anniversary.

1. Project Description

DCHP proposes ***Honoring Our Roots: Senior Stories in Castle Rock***, a senior-centered community engagement project designed to celebrate history, resilience, and community through the voices of Castle Rock's older adults. This project will invite low-income seniors living in DCHP communities to participate in guided storytelling and reflection sessions. These stories will be shared with the broader community through an artistic mural displayed on the exterior of our building located at 403 Perry Street in Castle Rock.

The mural location is historically significant, as it sits near the site of Castle Rock's former train depot—a place that once served as a vital gateway for people, goods, and ideas entering and leaving the community. Many older residents recall the role the railroad played in shaping Castle Rock's growth, workforce, and sense of connection to the wider region. By grounding the project in this historically meaningful location, the mural will honor both the personal memories of seniors and the shared history of the town.

The project extends beyond a single event by creating a series of meaningful opportunities for seniors to connect with one another, reflect on historic milestones, and contribute to a community-wide celebration. Stories, memories, and reflections will be gathered through accessible meetings, facilitated conversations, and intergenerational engagement opportunities.

2. Funding Request

DCHP respectfully requests **$15,000** to support program facilitation, accessibility accommodations, outdoor mural materials, seating elements, documentation of senior stories, and coordination of the culminating outdoor community celebration. This amount will be in combination with support from Castle Rock Downtown Alliance, Chamber of Commerce and Downtown Development Authority.

3. Celebration & Community Engagement

Honoring Our Roots: Senior Stories in Castle Rock directly connects America 250 and Colorado 150 to the lived experiences of seniors who have witnessed and shaped decades of local, state, and national change. Many DCHP residents have deep personal connections to military service, civic life, workforce contributions, and community development—stories that bring these historic anniversaries to life in a deeply personal and authentic way. Reflections on the railroad era and the former train depot will further anchor these stories in Castle Rock's unique history.

Community engagement is central to this project. Seniors will serve as storytellers and cultural historians, while residents of all ages will be invited to attend, listen, and reflect together at a welcoming ribbon-cutting ceremony. By centering low-income seniors—who are often underrepresented in public celebrations—this project ensures these important anniversaries are commemorated in a way that is inclusive, meaningful, and reflective of Castle Rock's full community.

Thank you for your consideration and for supporting creative and inclusive approaches to celebrating these historic milestones. DCHP is proud to partner with the Town of Castle Rock in honoring the past while strengthening community connections for the future.

Sincerely,

Deborah DeGroff
Development and Asset Manager
Douglas County Housing Partnership

CC: Maria Ciano

Downtown Development Authority
18 S. Wilcox Street #202
Castle Rock, CO 80104

December 12, 2025

Town Manager's Office
100 N. Wilcox Street
Castle Rock, CO 80104

Subject: Application for Service Contract Partner Grant - America 250 / Colorado 150 Celebrations

Dear Town of Castle Rock,

We are pleased to submit this letter of application for a Service Contract Partner Grant to support the celebration of America's 250th and Colorado's 150th Anniversary throughout Downtown Castle Rock during 2026. This project aims to enhance the existing downtown environment with a strong, visible theme of national and state pride that will engage both residents and visitors. We are requesting the **full amount of $15,000** in grant funding to implement three specific community initiatives:

- **Patriotic Banners for Downtown Light Poles:** The DMA will design, print, and install patriotic banners on the light poles downtown. This initiative will be highly visible to both pedestrians and automobiles, creating a festive atmosphere throughout the year. The total cost of this one-time expense is estimated at $15,000 ($1,000 for design, $6,800 for printing, $2,200 for installation and $5,000 for replacement hardware). Replacement hardware is needed to fill in banners on poles with broken or missing hardware and these grant fund will allow investment in new and needed hardware. We request $6,000 in grant funding.
- **Red, White, and Blue DDA Flower Boxes:** To further the visual impact, the spring and summer flowers in the Downtown Development Authority (DDA) flower boxes will be planted in a red, white, and blue patriotic theme. This specific flower selection will be at an increased cost per the DDA's greenhouse partner. The estimate for flowers in 2026 is $21,000, for which we request $4,000 in grant funding.
- **Alternating CO and USA Flags:** The DDA will partner with Heroes Hall and associated veterans' organizations including the VFW and American Legion to hang alternating CO and USA Flags on Light Poles in Downtown Castle Rock. In addition to investing in highly visible flags, these grant funds will drive investment in new flag hardware, replacing missing or broken hardware during this historic year. We request $5,000 in grant funding to purchase new flags, replacement hardware, install hardware and hang flags, and the DDA will supplement this funding with its organizational budget to support this initiative.

These efforts are designed to complement each other, ensuring that the celebration of America's 250th and Colorado's 150th Anniversary is visible, vibrant, and integrated throughout the Downtown area for all residents and visitors to enjoy.

Thank you for your consideration of our application. We look forward to the opportunity to enhance this historic occasion.

Sincerely,

Kevin Tilson
Director, Castle Rock Downtown Development Authority

Print

250 - 150 Community Organization Grant Application - Submission #165735

Date Submitted: 11/7/2025

Community Organization Grants are intended to get community organizations involved in the celebration of America 250 - Colorado 150. Castle Rock organizations are encouraged to undertake imaginative efforts to commemorate and celebrate the Country and State's history.

Contact information

Contact first name*

Emily

Contact last name*

Davenport

Contact role or title in relation to grant application*

Executive Director

Contact email address*

connect@rmwalliance.org

Contact phone number*

720-831-8130

Organization information

Legal name of organization*

Rocky Mountain Wildlfie Alliance

Doing business as name, if applicable and different than above

Rocky Mountain Wildlfie Alliance

Organization type*

- (●) Nonprofit organization
- ( ) Homeowners association
- ( ) Other

If you selected other in the question above, please describe.

Website URL (if applicable)

www.rmwalliance.org

Address*

6490 N US HWY 85

City*

Sedalia

State*

CO

Zip*

80135

Employment Identification Number (if applicable)

82-2140358

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

2023 Affirmation Letter.JPG

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

rock0358_24n.pdf

Project or program description

Project/program title*

Celebrating 250 Years of America and 150 Years of Colorado through Wildlife Education

Provide a description of your program/project in 2,000 characters or less.

The Rocky Mountain Wildlife Alliance is excited to apply for the Town of Castle Rock's 250/150 Community Organization Grant to expand our educational outreach programs in celebration of these milestone anniversaries. With this funding, we will provide 20 free community programs throughout Castle Rock during the summer months of 2026, leading up to one larger event with a community partner for Independence Day and Colorado's 150th birthday.

These special programs will celebrate the incredible diversity of American wildlife and highlight the species that help define our nation's natural heritage. Each event will feature live ambassador raptors—including hawks, owls, and falcons—that inspire wonder, pride, and stewardship. As part of this celebration, we anticipate the public unveiling of our newest educational ambassador, a Bald Eagle, symbolizing the strength and freedom that unite our nation.

Our outreach events will take place in collaboration with valued community partners, including the Castle Rock Chamber of Commerce, Douglas Land Conservancy, Castle Rock Open Space, the Town of Castle Rock, Alidade Brewing, the Castle Rock Senior Activity Center, and others to host unique, accessible, and family-friendly experiences that bring the community together.

In addition to providing high-quality educational opportunities, these events will boost local economic activity and strengthen community connections. By hosting programs in partnership with local businesses, we will help increase foot traffic and encourage residents and visitors alike to explore Castle Rock's vibrant local economy. Families attending our live wildlife experiences will have opportunities to shop, dine, and engage with participating businesses—creating a positive ripple effect that supports local commerce while fostering community pride.

These programs will be tailored to honor both America's 250th and Colorado's 150

In your description, include where the program/project will be delivered, when you anticipate completing the project, and why/how this project will celebrate America 250 - Colorado 150.

Project/program budget details

What is the total amount you are requesting through this grant program? *

10,000

Not to exceed $10,000.

Are any other partners contributing to this project? If so, list them and describe their role and level of support.

- Castle Rock Chamber of Commerce
- Douglas County Community Foundation
- Douglas Land Conservancy
- Castle Rock Open Space
- Town of Castle Rock
- Alidade Brewing
- Castle Rock Senior Activity Center
- BoxDrop Castle Rock

Please describe using less than 1,000 characters.

Upload your project budget.*

Castle Rock Proposed Budget.docx

Upload a detailed project budget that outlines all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture and clearly show how grant funds will be used within the larger budget. Your total project budget may exceed the amount being requested through this grant opportunity.

Proposed Budget – 250/150 Community Organization Grant

Project: ***Wildlife and Freedom: Celebrating America's 250th and Colorado's 150th through Wildlife Education***
Applicant: Rocky Mountain Wildlife Alliance

Total Requested: $10,000

Category	Description	Amount
Program Delivery & Staffing	Wildlife educator and animal care specialist time for 20 outreach programs (setup, presentation, and takedown)	$4,500
Animal Care & Transport	Food, enrichment, and travel costs for live ambassador raptors (fuel, vehicle wear, and specialized carriers)	$2,000
Educational Materials & Supplies	Print materials, signage, banners, handouts, and interactive displays celebrating America's and Colorado's wildlife heritage	$1,200
Marketing & Outreach	Design and promotion through flyers, social media, and partner networks to boost attendance and visibility	$800
Volunteer Support & Training	Training materials for volunteers assisting with programs	$500
Bald Eagle Ambassador Debut Event	Costs associated with unveiling event (equipment, transport, community engagement activities)	$1,000

Print

250 - 150 Community Organization Grant Application - Submission #166674

Date Submitted: 12/10/2025

Community Organization Grants are intended to get community organizations involved in the celebration of America 250 - Colorado 150. Castle Rock organizations are encouraged to undertake imaginative efforts to commemorate and celebrate the Country and State's history.

Contact information

Contact first name*

Carey

Contact last name*

Savitt

Contact role or title in relation to grant application*

Haven HOA President

Contact email address*

carey.savitt@gmail.com

Contact phone number*

847-951-5685

Organization information

Legal name of organization*

The Haven Home Owners Association, Inc.

Doing business as name, if applicable and different than above

Organization type*

- ○ Nonprofit organization
- ◉ Homeowners association
- ○ Other

If you selected other in the question above, please describe.

Website URL (if applicable)

www.thehavenhoa.org

Address*

TMMC Property Management P.O.Box 1540

City*

Castle Rock

State*

Colorado

Zip*

80104

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Project/program title*

HavenFest

Provide a description of your program/project in 2,000 characters or less.

Dear Community Grant Committee Members,
I am writing on behalf of The Haven Homeowners Association to respectfully request consideration for a community event grant through the Town of Castle Rock. Our goal is to host a free, family-friendly event designed to strengthen community bonds, celebrate civic pride, and provide residents of all ages with an engaging and memorable experience.
This event will feature a variety of activities that promote togetherness and local engagement, including:
A state and federal flag-making activity for both children and adults, encouraging creativity and reinforcing appreciation for our shared heritage.
Live music from local performers to create a lively, welcoming atmosphere.
A community BBQ, bringing neighbors together over great food and conversation.
A fire truck visit from the Castle Rock Fire Department, offering an exciting and educational opportunity for families to connect with our first responders.
Interactive games and outdoor activities suitable for all ages.
Our mission is to provide a safe, inclusive, and uplifting event in our neighborhood park that highlights what makes Castle Rock such a strong and vibrant community. Funding from the Town of Castle Rock would directly support essential components of the event—such as equipment, materials for activities, food, entertainment, and logistical needs—ensuring that it can remain free and accessible to all residents.
We would be honored to partner with the Town in creating an event that celebrates unity, civic engagement, and the spirit of Castle Rock. We are confident this gathering will have a positive and lasting impact on community connection and local pride.
Thank you for considering our request. We would welcome the opportunity to provide any additional information and to discuss this proposal further. Please feel free to contact me at [your phone number] or [your email].
With appreciation,
Carey Savitt
President, The Haven HOA

In your description, include where the program/project will be delivered, when you anticipate completing the project, and why/how this project will celebrate America 250 - Colorado 150.

Project/program budget details

What is the total amount you are requesting through this grant program? *

$2200

Not to exceed $10,000.

Are any other partners contributing to this project? If so, list them and describe their role and level of support.

None

Please describe using less than 1,000 characters.

Upload your project budget.*

IMG.jpeg

Upload a detailed project budget that outlines all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture and clearly show how grant funds will be used within the larger budget. Your total project budget may exceed the amount being requested through this grant opportunity.

HavenFest 2026

Hosted by The Haven Homeowners Association

Estimated from previous years, 70 - 80 people.

Music by Carmen & Louis Mock.	$500
Event Rentals for You, Lucas Davis. Includes Tents, Tables & Chairs setup	$900
Food for BBQ. Pulled chicken, hamburgers, buns, chips, salads, sides, drinks & desserts.	$600
Materials for activities. Flag making kits (12x18 fabric & sticks) Washable fabric markers.	$200
Total.	$2200

Print

250 - 150 Community Organization Grant Application - Submission #166798

Date Submitted: 12/15/2025

Community Organization Grants are intended to get community organizations involved in the celebration of America 250 - Colorado 150. Castle Rock organizations are encouraged to undertake imaginative efforts to commemorate and celebrate the Country and State's history.

Contact information

Contact first name*

Angie

Contact last name*

DeLeo

Contact role or title in relation to grant application*

Museum Director

Contact email address*

museum@castlerockhistoricalsociety.org

Contact phone number*

303-814-3164

Organization information

Legal name of organization*

Castle Rock Historical Society

Doing business as name, if applicable and different than above

Castle Rock Historical Society and Museum

Organization type*

- (●) Nonprofit organization
- ( ) Homeowners association
- ( ) Other

If you selected other in the question above, please describe.

Website URL (if applicable)

https://www.castlerockhistoricalsociety.org

Address*

420 Elbert St

City*

Castle Rock

State*

Colorado

Zip*

80104

Employment Identification Number (if applicable)

84-1212313

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Project/program title*

1876 Castle Rock (influential building replicas)

Provide a description of your program/project in 2,000 characters or less.

The Castle Rock Historical Society and Museum (CRHSM) has an exciting plan for the 250-150 Celebration. We envision creating a collection of “mock-up” façades (replicas) of historic Castle Rock buildings from near 1876. The replicas of influential buildings will initially include the 1875 Cantril (First) Courthouse, the 1873 City Hotel (moved to CR in 1877) and a “Star Saloon”. A replica of the 1875 railroad depot has been created by the Douglas County Fair Board. We’re planning to borrow the depot replica for the display. The Fair Board has five other generic replicas which they may loan to us for the display. The proposed replicas as part of this grant are strategically planned to be a foundational effort to build a replica of Castle Rock in the late 1800’s and to which additional historic building replicas can be added. This project builds on the 1981 celebration of the 100th anniversary of Castle Rock in which a whole block of replica buildings were made and displayed on Wilcox Street; however, they were not constructed to last more than a weekend. The replicas will be lumber and plywood mock-ups with front faces constructed, trimmed, and painted to resemble the historic structures, and scaled to emulate the dimensions of the originals with heights of approximately 8 to 12 feet, depending on the building. A skilled team will design, fabricate, and paint the replicas. The “mock-up” façades will be created to be broken down and easily stored. They will be weatherproofed so they withstand the elements for many years of use and be transportable and available for display at various venues. The CRHSM has orchestrated projects of this type in the past and is thrilled to be considered to do this again, especially for the 250-150 Celebration. The replicas are planned to be ready in May 2026. The CRHSM will partner with the Town Parks and Recreation Department to determine the best location to assemble and display the replicas for the Town’s 2026 250-150 festivities.

In your description, include where the program/project will be delivered, when you anticipate completing the project, and why/how this project will celebrate America 250 - Colorado 150.

Project/program budget details

What is the total amount you are requesting through this grant program? *

CRHSM requests $9,821.00.

Not to exceed $10,000.

Are any other partners contributing to this project? If so, list them and describe their role and level of support.

The Town of Castle Rock Parks and Recreation Department.
The Castle Rock Historical Society and Museum will partner with and rely on the Town of Castle Rock Parks and Recreation Department to determine the best location to display the building replicas for all to enjoy in honor of the America 250-Colorado 150 Celebrations in 2026. The Society will partner with the Town to help with storing the building replicas or locating storage for the building replicas so they are available and accessible for future use.
The Douglas County Fair Board and County Facilities employees.
The Castle Rock Historical Society and Museum will partner with the Douglas County Fair Board and County Facilities employees to borrow the depot replica as well as the other building replicas for the America 250-Colorado 150 Celebrations in 2026. The Society will meet with County Facilities employees to gather knowledge of their experience with the building replicas.

Please describe using less than 1,000 characters.

Upload your project budget.*

CRHSM250-150GrantApplBudget.pdf

Upload a detailed project budget that outlines all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture and clearly show how grant funds will be used within the larger budget. Your total project budget may exceed the amount being requested through this grant opportunity.

Castle Rock Historical Society and Museum (CRHSM)

December 10, 2025

FOR: Town of Castle Rock
SUBJECT: CRHSM Project Budget for '250/150 Celebration'

Grant Application Committee,

CRHSM submits the following proposed budget estimate to facilitate spending for its participation in the Town's "250/150" celebration. This budget is for constructing "mock-up" facades of influential town buildings near the year 1876, as discussed in the accompanying project description, "1876 Castle Rock (Influential Building Replicas)," submitted to the Town.

- $2671.00: Materials (Plywood, lumber, iron stock, hardware, sandbags, paint, anti-graffiti coatings)
- $7150.00: Labor/in-kind
- $9821.00: Total

Please contact us with any questions at museum@castlerockhistoricalsociety.org or 303-814-3164. Thank you.

Respectfully,

CRHSM Board of Directors

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 13. **File #:** RES 2026-006

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager
Daniel Sailer, Director of Public Works

From: Ross Stanley, Project Manager

Resolution of the Town Council of the Town of Castle Rock Approving the Renaming of South Interstate 25 Road to South Wilcox Street *[from Plum Creek Parkway to Crystal Valley Parkway]*

Executive Summary

Staff is seeking Town Council approval for renaming of South Interstate 25 (East Frontage Road) to South Wilcox Street. This renaming will establish name continuity from Plum Creek Parkway to Crystal Valley Parkway. Establishing a continuous South Wilcox corridor within the Town limits will significantly improve navigation for emergency responders, enforcement boundaries, delivery services, residents and future land development activity along the corridor.

Additionally, during the design process of the Crystal Valley Interchange, it was recognized that using a single street name on the identification and wayfinding signs associated with the new intersections, in particular the roundabout on the east side of I-25, would reduce initial construction costs, as well as ongoing maintenance and future replacement costs.

The proposed street name and address changes will not take effect until after the annexation of the roadway is finalized. A resolution for the annexation of the roadway is scheduled for Town Council consideration in the near future.

Discussion

Associated with the construction of the Crystal Valley Interchange, in 2023 the Town entered into an Intergovernmental Agreement (IGA) with Douglas County (County) that transferred ownership of parcels purchased by the county for the sole purpose of constructing the interchange. With these conveyances and the requirements of the IGA, the Town assumes full responsibility for the maintenance and operation of the entire section of roadway.

Staff is currently in the process of annexing the conveyed property into the municipal boundaries and under Town jurisdiction. As part of this process, Town staff is initiating the formal street renaming to

improve street name continuity within the Town limits.

The current roadway is named South Interstate 25 Road from Crystal Valley Parkway north to the southern boundary of the Town which is located near the car dealerships. There currently is no distinctive signage marking the transition from South Wilcox Street to South Interstate 25 along this corridor.

When a street name change is proposed within Town limits, the Town of Castle Rock initiates the process by submitting a formal referral request to Douglas County Planning and Addressing. This referral identifies the proposed street name revision and any required address changes.
Douglas County, as the authority responsible for address assignment, reviews the corridor to ensure all updated addresses are sequential, consistent with the regional address grid, and compliant with County addressing standards. Upon Douglas County's approval, the Town may proceed with public notification efforts, Council review, and any required annexation actions. Following Town Council approval, Douglas County finalizes and records the official street name and assigns the new addresses, which then become effective on the recorded date.

The renaming to South Wilcox Street will require 61 properties to change their addresses as seen on the attached map.

Following the Town policy on street name change, staff coordinated with the Town's Community Relations team and prepared a notification letter requesting public feedback via a website link. The letter was mailed to all affected addresses on October 9, with the comment period ending on October 31. The Town received three comments, all in favor of the street name change, citing that it would help reduce confusion.

In addition to the Town's outreach efforts, Douglas County Planning & Addressing will provide further notification in accordance with their established policy. A notice of pending address changes will be sent to all affected residents and businesses shortly after the start of the new year, offering an additional opportunity for property owners to provide comments or request clarification. Following Town Council's Second Reading for the roadway annexation, Douglas County will issue the final address change letter. The updated addresses will become official upon formal recording of the new street name.

Budget Impact

The budget impact of the proposed street name change is not yet known. A total of 61 addresses would be affected by the change, including 1 church, 55 businesses, and 5 residences. While the Town does not have an established policy regarding reimbursement for address-change expenses, providing assistance may be considered a neighborly and supportive approach given the community impact. On past projects, including the North Meadows Extension, residents that experienced a change to their address as a result of a street name change were given $50 each to offset any costs associated with the re-addressing of their property.

Typical costs for residents are relatively minimal, generally $50 for updated driver's licenses, checks, and incidental items resulting in an estimated total of approximately $250 for the five affected

residences. The church is anticipated to incur higher expenses, estimated at $1,500, primarily for signage and printed materials. Businesses are expected to bear significant impacts. Using an average cost of approximately $800 per business covering signage, vehicle decals, website updates, and printed collateral, the total expected cost for all affected businesses is approximately $43,250. Together, these impacts result in a preliminary community-wide estimated cost of $45,000. Should reimbursement be requested, such requests will be reviewed and considered on a case-by-case basis. This expense was anticipated during budget development, and Finance has confirmed that sufficient funds are available to cover the cost.

Additional local street signs required for the name change will be fabricated and installed in-house by the Town's Signs and Markings Department, minimizing external costs. This cost falls within the Public Works Department's budget.

Staff Recommendation

This item was reviewed with the Public Works Commission at their December meeting. They formally recommend that Town Council direct staff to complete the street name change to South Wilcox Street. They also recommend that Town Council direct staff to work with individual property owners on a case-by-case basis to assist with reimbursement requests, and that the total reimbursements should strive to stay under $45,00

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions:

"I move to approve the resolution as introduced by title with the following changes "
"I move to continue this item to a future Town Council meeting date"

Attachments

Attachment A: Map of current roadway naming
Attachment B: Map of affected addresses

RESOLUTION NO. 2026-006

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK APPROVING THE RENAMING OF SOUTH INTERSTATE 25 ROAD TO SOUTH WILCOX STREET

WHEREAS, the East Frontage Road (a/k/a South Interstate 25 Road) is located within Douglas County (the "County") on the east side of Interstate 25 and extends south from Plum Creek Parkway in the Town of Castle Rock (the "Town") to the Town of Larkspur; and

WHEREAS, on June 27, 2023, the Town entered into an Intergovernmental Agreement (the "2023 IGA") with the County, whereby the County transferred ownership of several parcels to the Town that had been acquired for the sole purpose of constructing the Interstate 25/Crystal Valley Interchange ("CVI"); and

WHEREAS, pursuant to the 2023 IGA, the Town agreed, subject to the approval of Town Council, to annex the parcels acquired from the County to the Town; and

WHEREAS, in conjunction with the annexation process, Town staff is initiating the process of renaming that portion of South Interstate 25 Road located within the Town as South Wilcox Street; and

WHEREAS, a continuous South Wilcox Street corridor within the Town will significantly improve navigation for emergency responders, establish clear boundaries for law enforcement, and make the delivery of services to Town residents more efficient; and

WHEREAS, in accordance with established Town and County policy, Town staff has submitted a formal referral request to the County Planning and Addressing office, identifying the name being proposed for the street and any address changes that will be required; and

WHEREAS, in addition, Town staff has solicited feedback from the 61 business and residential addresses that will be affected by the proposed change and has received only comments that are in favor of the proposal; and

WHEREAS, Town staff has estimated that the total costs anticipated to be incurred by individual businesses and residents as a direct result of the change will not exceed $45,000; and

WHEREAS, the Town's Public Works Commission has formally recommended that Town Council authorize Town staff to take whatever actions may be necessary to complete the street name change and to reimburse individual businesses and residents for reasonable costs they may incur; and

WHEREAS, the Town Council finds and determines that renaming that portion of South Interstate 25 Road located within the Town as South Wilcox Street is in the best interests of the Town, its businesses, and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Approval**. The Town Council hereby authorizes Town staff to take whatever actions may be necessary to rename that portion of South Interstate 25 Road located within the Town as South Wilcox Street and to reimburse individual businesses and residents adjacent to the street for reasonable costs they may incur up to and including a total cumulative amount of $45,000.

Section 2. **Contingency**. Notwithstanding any provision of this Resolution to the contrary, the change in street name authorized by this Resolution shall not take effect until such time as the parcels transferred from the County to the Town pursuant to the 2023 IGA are formally annexed to the Town.

PASSED, APPROVED AND ADOPTED on first and final reading this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ____ for and ____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

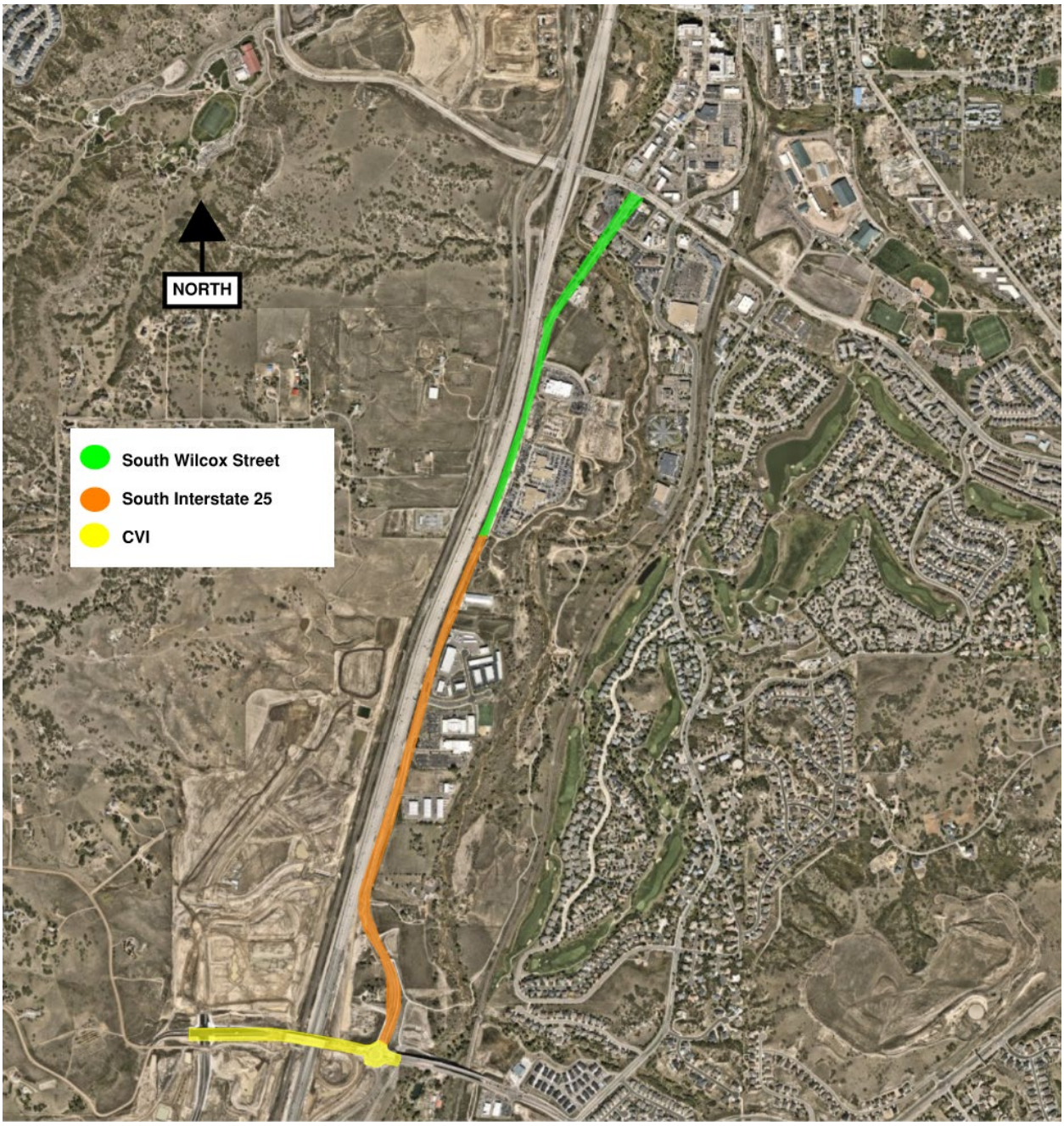
Approved as to form:

_____
Michael J. Hyman, Town Attorney

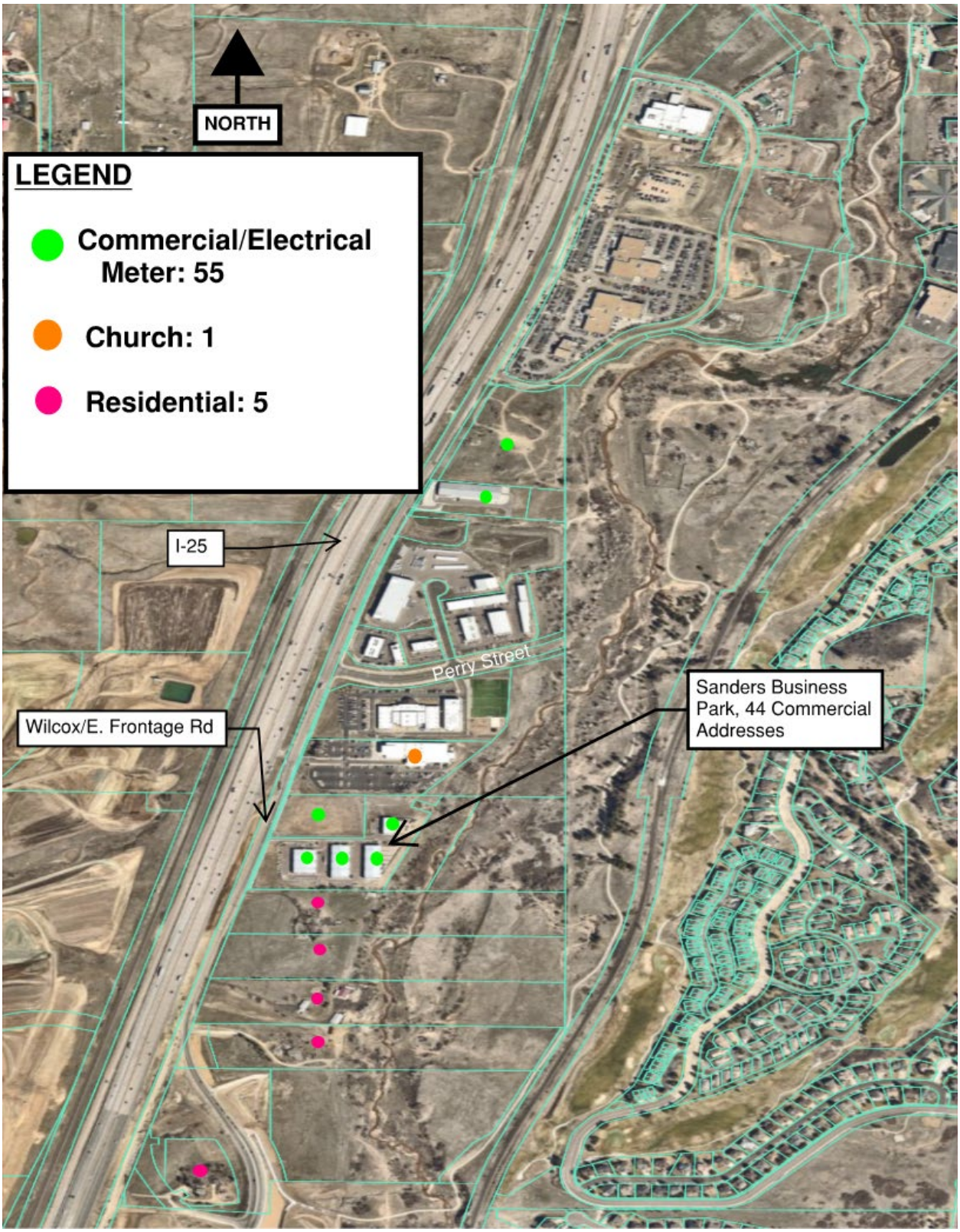
Approved as to content:

_____
Daniel Sailer, Director of Public Works

Attachment A



Attachment B



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 14. **File #:** RES 2026-007

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Chief Jack Cauley

Resolution Approving the Third Amendment to Master Services and Purchasing Agreement with Axon Enterprise, Inc., for the Castle Rock Police Department

Executive Summary

The Castle Rock Police Department maintains a service agreement with Axon for the provision of body-worn cameras, Tasers, and Evidence.com under a ten-year contract established in 2021. The agreement was originally based on staffing levels of 90 personnel. Following the staffing increases resulting from the 2024 2A measure, 113 personnel now require coverage, creating a shortfall of 25 units by December 2025.

The Department is seeking approval for an addendum to this agreement to incorporate the additional services required to meet operational needs and ensure continued compliance with Colorado Revised Statute requirements.

Notification and Outreach Efforts

History of Past Town Council, Boards & Commissions, or Other Discussions

The original Master Service Agreement with Axon was approved by Town Council. The agreement includes provisions allowing for addenda to add or modify services as staffing and operational requirements evolve.

Discussion

This proposal represents an amendment to the existing Axon Enterprise Master Agreement (Resolution 2023-107) to expand services in line with current staffing needs.

Since 2016, the Castle Rock Police Department has relied on Axon technologies-including body-worn

cameras, Tasers, and Evidence.com-to support officer accountability, transparency, and evidence management. These tools are currently utilized by all sworn officers and designated support staff, including Community Service Officers (CSOs) and Animal Safety Officers.

Under the Officer Safety Plan Plus (OSP+), Axon provides both the hardware and associated software for the department. The 2021 agreement anticipated future growth, accommodating 90 staff members and maintaining an inventory of replacement equipment. However, due to the staffing increases approved under the 2024 2A measure, 113 personnel now require coverage, resulting in a deficit of 23 units beginning in January 2026.

The attached addendum proposes adding 25 officer plans to the existing service agreement to meet operational needs and accommodate future expansion through the remaining 5.5 years of the original ten-year term.

Budget Impact

- The total impact for this amendment is $673,778.01 over the next 5.5 years.
    - The initial payment of $19,738.41 is due in January 2026
    - Annual payments of $130,807.92 will follow each July from 2026 through 2029.
    - The final payment of $130,807.93 is due in July of 2030.

Funds for this purchase will be drawn from the following budget line item:

Operating Supplies (110-2120-421.61-20)

Staff Recommendation

Staff recommends the purchase of the additional software and equipment so that our personnel can maintain service standards.

Proposed Motion

“I move to approve the as introduced by title.”

Attachments

Attachment A: Resolution
Attachment B: Master Enterprise License Agreement
Attachment C: Addendum A- Quote
Attachment D: Presentation

RESOLUTION NO. 2026-007

A RESOLUTION APPROVING THE THIRD AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE CASTLE ROCK POLICE DEPARTMENT

WHEREAS, on May 25, 2021, the Town of Castle Rock, Colorado (the "Town") and Axon Enterprise, Inc. ("Axon") entered into a Master Services and Purchasing Agreement (the "Agreement"), whereby the Town agreed to purchase body worn cameras as well as other police related equipment and software maintenance from Axon for the Castle Rock Police Department ("CRPD"); and

WHEREAS, on August 4, 2022, the Town and Axon entered into the First Amendment to the Agreement whereby Town Council, subject to the appropriation of sufficient funds, approved amending the Agreement to include the purchase of additional cameras and five (5) more years of software maintenance from Axon; and

WHEREAS, on August 20, 2024, the Town and Axon entered into the Second Amendment to the Agreement whereby Town Council, subject to the appropriation of sufficient funds, approved amending the Agreement to include additional software and maintenance services; and

WHEREAS, CRPD has received a quote from Axon to expand the scope of the Agreement to include additional cameras and services for sixty-five more months, subject to the appropriation of sufficient funds therefor by the Town Council in future fiscal years; and

WHEREAS, CRPD wishes to amend the Agreement to include the additional equipment and services set forth in the aforementioned quote, to meet CRPD's increased operational needs and accommodate future expansion following the staffing increases resulting from the 2024 2A measure (the "Third Amendment"); and

WHEREAS, Town Staff recommends Town Council approve the Third Amendment with Axon.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Approval**. The Third Amendment to the Master Services and Purchasing Agreement between the Town and Axon is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney and the Police Chief. The Mayor and other proper Town officials are hereby authorized to execute the Third Amendment and any technical amendments thereto by and on behalf of the Town.

Section 2. **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligations under the terms and conditions of the Third Amendment, the Town

Council authorizes the expenditure and payment in an amount not to exceed $673,778.01, with the 2026 total payment not to exceed $150,546.32 (consisting of $19,738.40 by February 2026 and $130,807.92 by July 2026), all subsequent annual payments not to exceed $130,807.92 for the years of 2027, 2028, and 2029, and the subsequent annual payment for 2030 not to exceed $130,807.93, unless otherwise authorized in writing by the Town. All annual payments are subject to the appropriation of sufficient funds therefor by the Town Council in future fiscal years.

PASSED, APPROVED AND ADOPTED this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___against.

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Michael J. Hyman, Town Attorney

Approved as to content:

Jack Cauley, Chief of Police

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CON-2025-0754

THIRD AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT (ADDITIONAL AXON EQUIPMENT AND SERVICES)

DATE: _____.

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

AXON ENTERPRISE, INC. (f/k/a TASER INTERNATIONAL, INC.), an Arizona corporation, 17800 N. 85th Street, Scottsdale, Arizona 85255 ("Axon").

RECITALS:

I. This Third Amendment ("Third Amendment") is between Axon and the Town. This Third Amendment is effective as of the last signature date of this Third Amendment ("Effective Date"). Axon and the Town are each referred to individually herein as a "Party" and collectively as the "Parties."

II. Axon and the Town are Parties to the Master Services and Purchasing Agreement dated May 26, 2021, the First Amendment to Master Services and Purchasing Agreement dated August 4, 2022, and the Second Amendment to Master Services and Purchasing Agreement dated August 20, 2024, collectively referred to as the "Agreement" and attached hereto and incorporated herein as ***Exhibit A-3***.

III. The Parties wish to incorporate further changes into the Agreement in order to include additional equipment and services.

The Parties therefore agree as follows:

TERMS:

1. The attached documents, attached hereto as ***Exhibit B-3***, are hereby incorporated into the Agreement:

   A. Quote Q-763276-46002DG

2. The Parties agree to expand the scope of the Agreement to include the additional services set forth in ***Exhibit B-3*** at the cost stated in that Exhibit. Any change to the annual cost must be approved by the Town in writing. The total, cumulative payment for the Third Amendment shall not exceed **$673,778.01**, unless agreed to by the Town in writing.

3. The attached documents, attached hereto as ***Exhibit B-4***, are hereby incorporated into the Agreement:
   a. Axon Investigate Appendix
   b. My90 Terms of Use Appendix

4. The following language is hereby incorporated into the Axon Cloud Services Terms of Use Appendix
   a. Definitions.
      - "Provided Data" means de-identified, de-personalized, data derived from Town's TASER energy weapon deployment reports, related

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TASER energy weapon logs, body-worn camera footage, and incident reports.

- "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

b. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Town purchases the TASER Data Science Program, Town grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Town shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Town an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Town for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

In the event Town seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Town.

c. **FUSUS.** If Town purchases a subscription to FUSUS, the following terms apply:

License and Storage. The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

Third party Components. Town is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Town to access the service ("Third-Party Components") are the sole and exclusive responsibility of Town, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Town relationships with such third parties. Town agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Town Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Town is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Town Content in the context of facilitating communication of data with Town through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Town's use of FUSUS systems, and undertaking data analytics.

5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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6. The annual continuance of this Third Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the Third Amendment, the Third Amendment shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's obligation in event of termination due to lack of appropriated funds shall be payment of the fees and expenses incurred up to and including the effective date of termination.

7. Each representative identified below declares that the representative is authorized to execute this Third Amendment as of the date of the signature.

ATTACHED EXHIBITS:
EXHIBIT A-3 – AGREEMENT
EXHIBIT B-3 – QUOTE
EXHIBIT B-4 – AXON INVESTIGATE APPENDIX & MY90 TERMS OF USE APPENDIX

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Kaitlin Parker, Assistant Town Attorney

Approved as to content:

Jack Cauley, Chief of Police

AXON ENTERPRISE, INC.:

By: Robert E. Driscoll, Jr.
(Print Name)

Signed by:
Robert E. Driscoll, Jr.
55DAEBB131A4424...
(Signature)

Its: Deputy General Counsel
(Title)

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EXHIBIT A-3

AGREEMENT

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CON-2024-0395

SECOND AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT (AXON DRAFT ONE SOFTWARE)

DATE: August 20, 2024.

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

AXON ENTERPRISE, INC. (f/k/a TASER INTERNATIONAL, INC.), a Delaware Corporation, 17800 N 85th Street, Scottsdale, Arizona ("Axon").

RECITALS:

I. This Second Amendment ("Second Amendment") is between Axon and the Town. This Second Amendment is effective as of the last signature date of this Amendment ("Effective Date"). Axon and the Town are each a "Party" and collectively "Parties".

II. Axon and the Town are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("Agreement") and a First Amendment to Master Services and Purchasing Agreement dated August 4, 2022 ("Amendment"), collectively attached hereto as Exhibit A.

III. The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products to include additional software.

The Parties therefore agree as follows:

TERMS:

1. The attached documents, attached hereto as Exhibit B, are hereby incorporated into the Agreement:

   a. Quote Q-575833-45446.896DG

2. The Parties agree to expand the scope of the Agreement, by incorporating Axon Respond Plus –License, Axon Auto-Transcribe – unlimited service, Axon Records – Draft One – AI-Assisted Report writing, and annual maintenance at the cost stated in Exhibit B. Any change to the annual maintenance cost must be approved by the Town in writing. The cumulative payment for the Second Amendment shall not exceed $618, 408.00, unless agreed to by the Town in writing. Further, the parties agree to include the following language which pertains to Draft One:
   "Axon Narrative: AI-Assisted Writing Feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months."

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. The annual continuance of this Second Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement, Amendment and Second Amendment by the Town. If the Town fails to appropriate sufficient monies to provide for the Second Amendment, the Second Amendment shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's obligation in event of termination due to lack of appropriated funds shall be payment of the fees and expenses incurred up to and including the effective date of termination.

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5. Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of the signature.

ATTACHED EXHIBITS:
EXHIBIT A – AGREEMENT AND FIRST AMENDMENT
EXHIBIT B – QUOTE

Axon Enterprise, Inc.

Signature: DocuSigned by: 55DAEBB131A4424...

Name: Robert E. Driscoll Jr.

Title: Deputy General Counsel

Date: 7/29/2024 | 1:53 PM MST

DS

ATTEST:

DocuSigned by: 286A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by: A7938A42F3A848A...
Jason Gray, Mayor

Approved as to form:

DocuSigned by: 1C100C15C47A4A9...
Lindsay M. Jordan, Assistant Town Attorney

Approved as to content:

DocuSigned by: 47A48CA318844C5...
Jack Cauley, Chief of Police

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EXHIBIT A

AGREEMENT

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AXON

First Amendment to Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Town of Castle Rock ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("**Agreement**"), which is attached hereto as Exhibit 1.

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
    a. Axon Fleet Appendix
    b. Quote Q-387977
    c. Quote Q-390693

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. Subject to Clause 17 Termination of the Agreement, the continuance of this Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Agency.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signature: DocuSigned by: 55DAE8B131A4424...

Name: Robert Driscoll

Title: VP, Associate General Counsel

Date: 8/4/2022 | 2:19 PM MDT

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ATTEST:

DocuSigned by:
Lisa Anderson
293A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
David L. Corliss
1B5547CFF7541...
David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:
Michael J. Hyman
F7147F32A6704B1...
Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
Jack Cauley
47A40CA018844C3...
Jack Cauley, Chief of Police

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software**.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade

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secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination**. Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-387977-44718.659KW

Issued: 06/06/2022
Quote Expiration: 12/31/2022
Estimated Contract Start Date: 03/01/2023
Account Number: 109637
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice-100 Perry St 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Dept. - CO 100 Perry St Castle Rock, CO 80104-2486 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Watson Phone: (480) 463-2203 Email: kwatson@axon.com Fax: (480) 463-2203	Todd Brown Phone: (303) 814-6404 Email: tbrown@crgov.com Fax: (303) 663-6105

Quote Summary

Program Length	60 Months
TOTAL COST	$399,600.00
ESTIMATED TOTAL W/ TAX	$399,600.00

Discount Summary

Average Savings Per Year	$41,485.00
TOTAL SAVINGS	$207,425.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	$79,920.00	$0.00	$79,920.00
Feb 2024	$79,920.00	$0.00	$79,920.00
Feb 2025	$79,920.00	$0.00	$79,920.00
Feb 2026	$79,920.00	$0.00	$79,920.00
Feb 2027	$79,920.00	$0.00	$79,920.00
Total	**$399,600.00**	**$0.00**	**$399,600.00**

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Quote Unbundled Price:	**$607,025.00**
Quote List Price:	**$510,230.00**
Quote Subtotal:	**$399,600.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3ARe	Fleet 3 Advanced Renewal	45	60	$183.85	$148.00	$148.00	$399,600.00	$0.00	$399,600.00
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	45			$2,405.00	$0.00	$0.00	$0.00	$0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	1			$2,405.00	$0.00	$0.00	$0.00	$0.00
Total							**$399,600.00**	**$0.00**	**$399,600.00**

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	45	02/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	02/01/2023
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	45	02/01/2028
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	1	02/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	45	03/01/2023	02/29/2028
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	45	03/01/2023	02/29/2028
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	45	03/01/2023	02/29/2028
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	90	03/01/2023	02/29/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	45

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	45	02/01/2024	02/29/2028
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	02/01/2024	02/29/2028

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Payment Details

Feb 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	45	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	$0.00	$0.00	$0.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

Exceptions to Standard Terms and Conditions

This quote is contingent upon Agency payment of any and all outstanding invoices of contract #00044209.

6/6/2022

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-390693-44718.656KW

Issued: 06/06/2022
Quote Expiration: 12/31/2022
Estimated Contract Start Date: 03/01/2023
Account Number: 109637
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice-100 Perry St 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock, CO 80104-2486 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Watson Phone: (480) 463-2203 Email: kwatson@axon.com Fax: (480) 463-2203	Todd Brown Phone: (303) 814-6404 Email: tbrown@crgov.com Fax: (303) 663-6105

Quote Summary

Program Length	60 Months
TOTAL COST	$29,095.40
ESTIMATED TOTAL W/ TAX	$29,095.40

Discount Summary

Average Savings Per Year	$533.00
TOTAL SAVINGS	$2,665.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	$5,819.08	$0.00	$5,819.08
Feb 2024	$5,819.08	$0.00	$5,819.08
Feb 2025	$5,819.08	$0.00	$5,819.08
Feb 2026	$5,819.08	$0.00	$5,819.08
Feb 2027	$5,819.08	$0.00	$5,819.08
Total	**$29,095.40**	**$0.00**	**$29,095.40**

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Quote Unbundled Price:	$31,760.40
Quote List Price:	$31,760.40
Quote Subtotal:	$29,095.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	60		$25.00	$25.00	$4,500.00	$0.00	$4,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		$29.17	$29.17	$3,500.40	$0.00	$3,500.40
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	60		$99.00	$87.90	$21,095.00	$0.00	$21,095.00
Total							**$29,095.40**	**$0.00**	**$29,095.40**

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Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	03/01/2023	02/29/2028
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	03/01/2023	02/29/2028
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	03/01/2023	02/29/2028

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Payment Details

Feb 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Exceptions to Standard Terms and Conditions

Agency has existing contract #00047534 (originated via Q-318894) and is terminating that contract upon the new license start date (3/1/2023) of this quote.

The parties agree that Axon is granting a refund of $2,665.00 to refund paid, but undelivered services. This discount is based on a ship date range of 2/1/2023-2/15/2023, resulting in a 3/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices.

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Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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7 **Warranty**.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

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10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4 **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.

19.6 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, Arizona 85255 legal@axon.com	Agency: Town of Castle Rock Attn: Commander Todd Brown 100 N. Perry Street Castle Rock, CO 80104 tbrown@crgov.com

19.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 4/23/2021 | 1:36 PM MST

DS

Agency: Town of Castle Rock

Signature: David L. Corliss

Name: David L. Corliss

Title: Town Manager

Date: 5/26/2021 | 5:42 PM MDT

Attest

Lisa Anderson, Town Clerk

Approve as to form

Michael J. Hyman, Town Attorney

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.
"**Agency Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- **13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- **13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- **13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- **13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- **13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- **13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- **13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

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Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

4 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included

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System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

5 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction.

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

6 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

7 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

8 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

9 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

10 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for

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the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

11 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

12 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

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8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:

- 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- 4.5 Promptly install and implement any software updates provided by Axon;
- 4.6 Ensure that all appropriate data backups are performed;
- 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
- 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

1 **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2 **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Fleet 3 LTE Requirements**. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

   If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.

3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.

4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- 3.4 use trade secret information contained in Virtual Reality Content;
- 3.5 resell, rent, loan or sublicense Virtual Reality Content;
- 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Channel Services Appendix

1 **Definitions**.
"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of

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the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-295397-44299.836MD

Issued: 04/13/2021

Quote Expiration: 06/15/2021

Account Number: 109637

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Todd Brown
Castle Rock Police Dept. - CO
100 PERRY ST.
CASTLE ROCK, CO 80104
US

BILL TO
Castle Rock Police Dept. - CO
100 PERRY ST.
CASTLE ROCK, CO 80104
US

SALES REPRESENTATIVE
Mary Dunn
Phone: (480) 463-2187
Email: mdunn@axon.com
Fax: (480) 463-2187

PRIMARY CONTACT
Todd Brown
Phone: 1-303-663-6100
Email: tbrown@crgov.com

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Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	1	0.00	0.00	0.00
20242	TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS	120	90	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	90	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120	90	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	2,700	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	120	90	0.00	0.00	0.00
73681	AXON RECORDS FULL	120	90	0.00	0.00	0.00
73739	PERFORMANCE LICENSE	120	90	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	90	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	120	90	0.00	0.00	0.00
85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	120	90	0.00	0.00	0.00
73618	CITIZEN FOR COMMUNITIES USER ACCESS LICENSE	120	90	0.00	0.00	0.00
73478	REDACTION ASSISTANT USER ACCESS LICENSE	120	90	0.00	0.00	0.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	120	90	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	120	1	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	120	90	0.00	0.00	0.00

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Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
75015	SIGNAL SIDEARM KIT		90	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		2	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		90	0.00	0.00	0.00
20034	TASER 7 10 YEAR HANDLE WARRANTY		90	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		7	699.00	699.00	4,893.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		270	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		270	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		180	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		45	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		45	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	43.90	43.90	87.80
74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		99	0.00	0.00	0.00
20035	TASER 7 10 YEAR BATTERY WARRANTY		99	0.00	0.00	0.00
20036	TASER 7 10 YEAR DOCK WARRANTY		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		7	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND		80	0.00	0.00	0.00
20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND		10	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	300.00	300.00	300.00
74200	TASER 7 6-BAY DOCK AND CORE		1	1,500.00	14,883.99	14,883.99
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	750.00	750.00

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Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73943	OFFICER SAFETY PLAN 7+ PREMIUM 10 YR BUNDLE HEADER	120	90	0.00	0.00	0.00
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	2,734.66	246,119.40
80190	Evidence.com Channel Services		1	0.00	0.00	0.00
20378	HTC SUNRISE VR HEADSET		1	0.00	0.00	0.00
20271	AXON VR CONTROLLER KIT		1	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	120	7	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	120	2	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		2	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
Services						
20384	FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE	120	1	0.00	0.00	0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85144	AXON STARTER		1	2,750.00	0.00	0.00
85147	CEW STARTER		1	2,750.00	0.00	0.00
					Subtotal	270,068.09
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	270,068.09

Year 1 - TAP Refresh

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		83	0.00	0.00	0.00
74211	AXON BODY 3 - 1 BAY DOCK		83	0.00	0.00	0.00
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	12	83	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		91	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		83	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	83	0.00	0.00	0.00

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Year 1 - TAP Refresh (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		83	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		3	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		3	0.00	0.00	0.00
20034	TASER 7 10 YEAR HANDLE WARRANTY		3	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	3	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00

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Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	0.00	0.00	0.00
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
73309	AXON CAMERA REFRESH ONE		90	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
Other						
73995	OFFICER SAFETY PLAN 7+ PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
73310	AXON CAMERA REFRESH TWO		90	0.00	0.00	0.00
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		83	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 6

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73964	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y6	12	90	2,954.04	3,000.75	270,067.50
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73965	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y7	12	90	3,042.72	3,000.75	270,067.50
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 8

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73966	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y8	12	90	3,133.92	3,000.75	270,067.50
73345	AXON CAMERA REFRESH THREE		90	0.00	0.00	0.00
73347	MULTI-BAY BWC DOCK 3RD REFRESH		2	0.00	0.00	0.00
73345	AXON CAMERA REFRESH THREE		3	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

Year 9

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73967	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y9	12	90	3,228.00	3,000.75	270,067.50
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 10

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73968	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y10	12	90	3,324.84	3,000.75	270,067.50
73346	AXON CAMERA REFRESH FOUR		90	0.00	0.00	0.00
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		83	0.00	0.00	0.00
73348	MULTI-BAY BWC DOCK 4TH REFRESH		2	0.00	0.00	0.00
73346	AXON CAMERA REFRESH FOUR		3	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Grand Total	**2,700,675.59**

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

AXON

Discounts (USD)

Quote Expiration: 06/15/2021

List Amount	2,718,181.50
Discounts	17,505.91
Total	**2,700,675.59**

*Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1	270,068.09
Year 1 - TAP Refresh	0.00
Spares	0.00
Year 2	270,067.50
Year 3	270,067.50
Year 4	270,067.50
Year 5	270,067.50
Year 6	270,067.50
Year 7	270,067.50
Year 8	270,067.50

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

AXON

Summary of Payments (Continued)

Payment	Amount (USD)
Year 9	270,067.50
Year 10	270,067.50
Grand Total	**2,700,675.59**

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) **and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Mary Dunn at mdunn@axon.com or fax to (480) 463-2187

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Previously Executed

Axon Internal Use Only		
		SFDC Contract#: Order Type: RMA#: Address Used: SO#:
Review 1	Review 2	
Comments:		

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

AXON

Castle Rock Police Dept. - CO

Previously Executed

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

EXHIBIT B

AXON QUOTE Q-575833-45446.896DG

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-575833-45446.896DG

Issued: 06/03/2024

Quote Expiration: 06/25/2024

Estimated Contract Start Date: 07/01/2024

Account Number: 109637

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Castle Rock Police Dept. - CO 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock CO 80104-2486 USA Email:	David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Todd Brown Phone: (303) 814-6404 Email: tbrown@crgov.com Fax: (303) 663-6105

Previously Executed

Quote Summary

Program Length	84 Months
TOTAL COST	$618,408.00
ESTIMATED TOTAL W/ TAX	$618,408.00

Discount Summary

Average Savings Per Year	$5,518.80
TOTAL SAVINGS	$38,631.60

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	$52,564.68	$0.00	$52,564.68
Jun 2025	$94,307.22	$0.00	$94,307.22
Jun 2026	$94,307.22	$0.00	$94,307.22
Jun 2027	$94,307.22	$0.00	$94,307.22
Jun 2028	$94,307.22	$0.00	$94,307.22
Jun 2029	$94,307.22	$0.00	$94,307.22
Jun 2030	$94,307.22	$0.00	$94,307.22
Total	**$618,408.00**	**$0.00**	**$618,408.00**

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Quote Unbundled Price:	**$657,039.60**
Quote List Price:	**$657,039.60**
Quote Subtotal:	**$618,408.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73680	AXON RESPOND PLUS - LICENSE	10	84		$22.43	$0.00	$0.00	$0.00	$0.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	10	84		$23.56	$0.00	$0.00	$0.00	$0.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	84		$73.62	$73.62	$618,408.00	$0.00	$618,408.00
Total							**$618,408.00**	**$0.00**	**$618,408.00**

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	07/01/2024	06/30/2031
A la Carte	73680	AXON RESPOND PLUS - LICENSE	10	07/01/2024	06/30/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	10	07/01/2024	06/30/2031

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 Perry St	Castle Rock	CO	80104-2486	USA

Payment Details

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$52,564.68	$0.00	$52,564.68
Invoice Upon Fulfillment	73680	AXON RESPOND PLUS - LICENSE	10	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	10	$0.00	$0.00	$0.00
Total				**$52,564.68**	**$0.00**	**$52,564.68**

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Previously Executed

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Signature

Date Signed

6/3/2024

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

EXHIBIT B-3

AXON QUOTE Q-763276-46002DG

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-763276-46002DG

Issued: 12/11/2025

Quote Expiration: 01/23/2026

Estimated Contract Start Date: 02/01/2026

Account Number: 109637

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Castle Rock Police Dept. - CO 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock CO 80104-2486 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Mark Galvan Phone: Email: mgalvan@crgov.com Fax:

Quote Summary

Program Length	65 Months
TOTAL COST	$673,778.01
ESTIMATED TOTAL W/ TAX	$673,778.01

Discount Summary

Average Savings Per Year	$47,361.23
TOTAL SAVINGS	$256,540.02

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	$19,738.40	$0.00	$19,738.40
Jul 2026	$130,807.92	$0.00	$130,807.92
Jul 2027	$130,807.92	$0.00	$130,807.92
Jul 2028	$130,807.92	$0.00	$130,807.92
Jul 2029	$130,807.92	$0.00	$130,807.92
Jul 2030	$130,807.93	$0.00	$130,807.93
Total	$673,778.01	$0.00	$673,778.01

Quote Unbundled Price:	$930,340.25
Quote List Price:	$705,277.75
Quote Subtotal:	$673,778.01

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	65		$51.55	$51.55	$56,962.75	$0.00	$56,962.75
M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	65	$519.90	$381.40	$365.75	$594,340.26	$0.00	$594,340.26
A la Carte Hardware									
11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10			$34.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	25			$899.00	$899.00	$22,475.00	$0.00	$22,475.00
H00003	AB4 1-Bay Dock Bundle	25			$229.00	$0.00	$0.00	$0.00	$0.00
Total							$673,778.01	$0.00	$673,778.01

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	25	1	01/01/2026
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	25	1	01/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	25	1	01/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	28	1	01/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	28	1	01/01/2026
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	28	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100591	AXON TASER - CLEANING KIT	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100833	AXON VR - CONTROLLER - TASER 7	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY - RH	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101294	AXON VR - TABLET	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101300	AXON VR - TABLET CASE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	30	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	125	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	125	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	50	1	01/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	50	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	50	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2026
A la Carte	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	25	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	25	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	25	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	25	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	25	1	06/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100590	AXON MY90 - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	25	02/01/2026	06/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101706	AXON FUSUS - LICENSE - PRO+ USER	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20370	AXON VR - USER ACCESS - FULL VR	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	25	02/01/2026	06/30/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	25
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	25
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	25	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	25	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	25	01/01/2027	06/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 Perry St	Castle Rock	CO	80104-2486	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	25	$0.00	$0.00	$0.00
Total				$0.00	$0.00	$0.00

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$4,890.77	$0.00	$4,890.77
Year 1	H00001	AB4 Camera Bundle	25	$1,929.68	$0.00	$1,929.68
Year 1	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 1	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$12,917.95	$0.00	$12,917.95
Invoice Upon Fulfillment	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$0.00	$0.00	$0.00
Total				$19,738.40	$0.00	$19,738.40

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 2	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 2	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 2	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				$130,807.92	$0.00	$130,807.92

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 3	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 3	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 3	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				$130,807.92	$0.00	$130,807.92

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 4	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 4	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 4	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				$130,807.92	$0.00	$130,807.92

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 5	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 5	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 5	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				$130,807.92	$0.00	$130,807.92

Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$11,058.80	$0.00	$11,058.80
Year 6	H00001	AB4 Camera Bundle	25	$4,363.32	$0.00	$4,363.32
Year 6	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 6	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$115,385.81	$0.00	$115,385.81
Total				$130,807.93	$0.00	$130,807.93

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

Date Signed

12/11/2025



Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

EXHIBIT B-4

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Town a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Town any right to enhancements or updates, but if such are made available to Town and obtained by Town, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Town agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Town terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Town may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Town may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Town may not rent, lease, sublicense, grant a security interest in or otherwise transfer Town's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Town with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Town may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Town. If Town receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Town to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Town agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Town ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Town's computer or computer system, Town agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be

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downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Town supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

1. Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Town would like to obtain feedback.

1.3. "**Town Data**" means

1.3.1. "My90 Town Content" which means data, including Recipient Contact Information, provided to My90 directly by Town or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Town Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Town's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and Town support activities. My90 Non-Content Data does not include My90 Town Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Town and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Town a subscription to My90, Town may access and use My90 to store and manage My90 Town Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern

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all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.
4. **Town Owns My90 Town Content.** Town controls or owns all rights, titles, and interests in My90 Town Content. Except as outlined herein, Axon obtains no interest in My90 Town Content, and My90 Town Content is not Axon's business records. Except as set forth in this Agreement, Town is responsible for uploading, sharing, managing, and deleting My90 Town Content. Axon will only have access to My90 Town Content for the limited purposes set forth herein. Town agrees to allow Axon access to My90 Town Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Town Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Town Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Town Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Town, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Town use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Town agrees to allow Axon access to My90 Non-Content Data from Town to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Town Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Town Data. For all Town, Axon will Process and store Town Data within the country in which Town is located. Ownership of My90 Town Content remains with Town.
9. **Required Disclosures.** Axon will not disclose Town Data that Town shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Town if any disclosure request is received for Town Data so Town may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
    - 10.1. Axon may share Town Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Town.
    - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Towns, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Town grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Town Data for internal

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use including but not limited to analysis and creation of derivatives. Axon may not release Town Data to any third party under this right that is not aggregated and de-identified. Town acknowledges that Town will have no intellectual property right in any media, good or service developed or improved by Axon. Town acknowledges that Axon may make any lawful use of My90 Data and any derivative of Town Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Town will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Town Use of Aggregated Survey Response.** Axon will make available to Town Aggregated Survey Response and rights to use for any Town purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Town by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Town's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Town Content. If in regard to My90 Town Content, Axon receives a Data Subject Request from Town's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Town. Town will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Town Content.** With regard to the processing of My90 Town Content, Axon shall, if not prohibited by applicable law, notify Town without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Town Content; (b) receives a complaint or request from a third party regarding the obligations of Town or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Town Content or the Processing or protection of My90 Town Content. Axon shall not respond to such requests, complaints, or communications, unless Town has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Town of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Town Content, Town will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Town acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Town also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention.** Phone numbers provided to Axon directly by Town or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Town Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Town is responsible for:

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18.1. Ensuring My90 Town Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

18.2. Ensuring that only My90 Town Content that is authorized to be shared for the purposes outlined is shared with Axon. Town will periodically monitor or audit this shared data;

18.3. Using an appropriately secure data transfer mechanism to provide My90 Town Content to Axon;

18.4. Immediately notify Axon if My90 Town Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Town Content in the event Town requests to un-share previously shared My90 Town Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Town will:

19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

19.2. develop a set of default qualification criteria of what My90 Town Content may be shared with Axon; and

19.3. assign responsibilities for managing what My90 Town Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Town Responsibilities.** Town is responsible for:

20.1. ensuring no My90 Town Content or Town End User's use of My90 Town Content or My90 violates this Agreement or applicable laws;

20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Town Data in accordance with this Agreement; and

20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Town becomes aware of any violation of this Agreement by an End User, Town will immediately terminate that End User's access to My90. Town will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Town Content. Town is responsible for ensuring the configuration and utilization of My90 meets applicable Town regulations and standards. Town may not sell, transfer, or sublicense access to any other entity or person. Town shall contact Axon immediately if an unauthorized party may be using Town's account or My90 Town Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Town's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Town or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other Town; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Town remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Town Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Town and Town End Users, may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source

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code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Town obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Town may create, distribute, and analyze feedback from individuals it designates. Town may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Town may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Town Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Town to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Town use. Town will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Town to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Town; (2) other Axon Town; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Town stakeholders, market the partnership to the public, and facilitate training.

Certificate Of Completion

Envelope Id: 84D640EA-1B8E-4984-9039-8CB80F47B93A
Status: Completed
Subject: Complete with Docusign: Axon Enterprise Inc. Additional Equipment and Services AMD3 CON-2025-07...
Source Envelope:
Document Pages: 85
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Brian Frey
17800 N 85th St
Scottsdale, AZ 85255
bfrey@axon.com
IP Address: 2601:600:9080:2

Record Tracking

Status: Original
1/12/2026 1:54:48 PM
Holder: Brian Frey
bfrey@axon.com
Location: DocuSign

Signer Events	Signature	Timestamp
Robert E. Driscoll, Jr. bobby@axon.com Deputy General Counsel Axon Enterprise, Inc. Security Level: Email, Account Authentication (None)	Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424... Signature Adoption: Pre-selected Style Using IP Address: 75.167.15.255	Sent: 1/12/2026 1:56:36 PM Viewed: 1/12/2026 3:08:34 PM Signed: 1/12/2026 3:08:54 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dave Gollobit dgollobit@axon.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/12/2026 1:56:37 PM Viewed: 1/12/2026 3:09:58 PM

Electronic Record and Signature Disclosure:
Accepted: 12/5/2025 8:12:31 AM
ID: f18b9b5c-b195-4b98-b3f0-0e1e1a41e7a5

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/12/2026 1:56:37 PM
Certified Delivered	Security Checked	1/12/2026 3:08:34 PM
Signing Complete	Security Checked	1/12/2026 3:08:54 PM
Completed	Security Checked	1/12/2026 3:08:54 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Axon Enterprise, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Axon Enterprise, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: legal@axon.com

To advise Axon Enterprise, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legal@axon.com and in the body of such request you must state: your previous email

address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Axon Enterprise, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legal@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Axon Enterprise, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to legal@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Axon Enterprise, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprise, Inc. during the course of your relationship with Axon Enterprise, Inc..

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-763276-46002DG

Issued: 12/11/2025

Quote Expiration: 01/23/2026

Estimated Contract Start Date: 02/01/2026

Account Number: 109637

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Castle Rock Police Dept. - CO 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock CO 80104-2486 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Mark Galvan Phone: Email: mgalvan@crgov.com Fax:

Quote Summary

Program Length	65 Months
TOTAL COST	$673,778.01
ESTIMATED TOTAL W/ TAX	$673,778.01

Discount Summary

Average Savings Per Year	$47,361.23
TOTAL SAVINGS	$256,540.02

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	$19,738.40	$0.00	$19,738.40
Jul 2026	$130,807.92	$0.00	$130,807.92
Jul 2027	$130,807.92	$0.00	$130,807.92
Jul 2028	$130,807.92	$0.00	$130,807.92
Jul 2029	$130,807.92	$0.00	$130,807.92
Jul 2030	$130,807.93	$0.00	$130,807.93
Total	**$673,778.01**	**$0.00**	**$673,778.01**

Quote Unbundled Price:	**$930,340.25**
Quote List Price:	**$705,277.75**
Quote Subtotal:	**$673,778.01**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	65		$51.55	$51.55	$56,962.75	$0.00	$56,962.75
M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	65	$519.90	$381.40	$365.75	$594,340.26	$0.00	$594,340.26
A la Carte Hardware									
11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10			$34.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	25			$899.00	$899.00	$22,475.00	$0.00	$22,475.00
H00003	AB4 1-Bay Dock Bundle	25			$229.00	$0.00	$0.00	$0.00	$0.00
Total							**$673,778.01**	**$0.00**	**$673,778.01**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	25	1	01/01/2026
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	25	1	01/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	25	1	01/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	28	1	01/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	28	1	01/01/2026
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	28	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100591	AXON TASER - CLEANING KIT	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100833	AXON VR - CONTROLLER - TASER 7	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY - RH	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101294	AXON VR - TABLET	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101300	AXON VR - TABLET CASE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	30	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	125	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	125	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	50	1	01/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	50	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	50	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2026
A la Carte	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	25	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	25	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	25	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	25	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	25	1	06/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100590	AXON MY90 - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	25	02/01/2026	06/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101706	AXON FUSUS - LICENSE - PRO+ USER	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20370	AXON VR - USER ACCESS - FULL VR	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	25	02/01/2026	06/30/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	25
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	25
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	25	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	25	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	25	01/01/2027	06/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 Perry St	Castle Rock	CO	80104-2486	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	25	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$4,890.77	$0.00	$4,890.77
Year 1	H00001	AB4 Camera Bundle	25	$1,929.68	$0.00	$1,929.68
Year 1	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 1	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$12,917.95	$0.00	$12,917.95
Invoice Upon Fulfillment	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$0.00	$0.00	$0.00
Total				**$19,738.40**	**$0.00**	**$19,738.40**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 2	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 2	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 2	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				**$130,807.92**	**$0.00**	**$130,807.92**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 3	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 3	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 3	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				**$130,807.92**	**$0.00**	**$130,807.92**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 4	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 4	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 4	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				**$130,807.92**	**$0.00**	**$130,807.92**

Jul 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 5	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 5	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 5	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				**$130,807.92**	**$0.00**	**$130,807.92**

Jul 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 6	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$11,058.80	$0.00	$11,058.80
Year 6	H00001	AB4 Camera Bundle	25	$4,363.32	$0.00	$4,363.32
Year 6	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 6	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$115,385.81	$0.00	$115,385.81
Total				**$130,807.93**	**$0.00**	**$130,807.93**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/11/2025





CASTLE ROCK POLICE DEPARTMENT

AXON EQUIPMENT& SOFTWARE AMENDMENT

TOWN COUNCIL MEETING
JANUARY 20, 2026

TOWN OF CASTLE ROCK COLORADO

AXON EQUIPMENT & EVIDENCE.COM

Purpose

- Provide Body Worn Camera & Taser equipment to new personnel acquired by Measure 2A
- We have a current deficit of 23 units
- This is an add-on to our existing Axon Master Services agreement

AXON EQUIPMENT & EVIDENCE.COM

Benefits

- Provides equipment and software support to new personnel- to include Police Officers, Animal Welfare Officers, and Community Service Officers
- Keeps us compliant with SB20-217
- Affords us 2 extra units for replacement or repair needs

AXON EQUIPMENT & EVIDENCE.COM

Cost

- Total cost of the amendment: $673,778.01.
- Costs applied to cost code: 110-2120-421.61-20, Operating Supplies
- Purchase is paid over 5.5 years (remaining length of 10-year agreement)
- First payment of $19,738.41 is due Feb 1st, 2026
- Payments July 2026 through July 2029 are $130,807.92 each year
- The final year payment for July 2030 is $130,807.93

QUESTIONS?

STAFF RECOMMENDATION

"I move to approve the Resolution as introduced by title."

Alternate Motions

"I move to approve the Resolution as introduced by title with the following changes _____."

"I move to continue this item to a future Town council agenda on _____ date to allow additional time to (list information needed)."

THANK YOU

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 15. **File #:** ORD 2026-004

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Ordinance Amending Various Sections of the Castle Rock Municipal Code Regarding Board and Commission Membership, Absences, Term Limits, and Meetings (First Reading)

Executive Summary

Pursuant to Town Council direction last year, staff has prepared the attached ordinance making changes to the Town Code governing Town Boards and Commissions (Boards).

Section 1 of the ordinance requires all Board members to be Town residents, except: Downtown Development Authority (DDA) members because their requirements are set by state law; if Council would in the future expressly allow a non-resident by ordinance; if they were appointed before the expected effective date of this ordinance.

Section 2 retains the absence provisions of the existing Town Code which is based on the require schedule of meetings of a particular board, and adds a new provision:

> "IN NO EVENT SHALL A BOARD OR COMMISSION MEMBER HAVE UNEXCUSED ABSENCES IN EXCESS OF 15% OF THE TOTAL MEETINGS HELD IN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD."

Council can set whatever percentage they determine appropriate. The existing Code sets unexcused absences based on board meeting schedules, ranging from 4 unexcused absences for boards scheduled to meet twice a month, 3 unexcused absences if the board meets monthly, and no more than 1 unexcused absence if the board meets quarterly or as needed.

Section 3 changes the terms to 3 years (from the existing 2 years) and limits terms to 2 consecutive terms. With maintaining exceptions for the Downtown Development Authority (DDA) and Design Review Board (DRB).

Section 4 provides that remote attendance and participation by board members shall not be permitted.

Staff did receive some comments that this will make some board participation more difficult going forward and those comments are included in the agenda packet.

There is not a need for a Code provision indicating that remote interviews for the annual board interviews will not be permitted. Direction from Council suffices on this issue.

Additional Recommended Code changes:

2.16.080 - Meetings.
The Planning Commission shall hold regular public meetings, AS NEEDED.

15.30.090 - Board of Building Appeals
B. Membership. The Board shall consist of five (5) qualified electors of the Town MEMBERS. To the extent practicable, four members shall be persons qualified by experience and training to pass on matters pertaining to building construction.

D. Meetings. The Board shall hold REGULAR PUBLIC meetings at regularly scheduled intervals, AS NEEDED.

15.64.030 - Historic Preservation Board established.
B. Meetings. The Board shall hold REGULAR PUBLIC meetings at regularly scheduled intervals, AS NEEDED.

Alternative motions may include desired changes to the proposed ordinance.

Proposed Motion

"I move to approve the Ordinance as introduced by title."

Alternative motions:

"I move to approve the Ordinance with the following changes: _____"
"I move to continue this item to [date] to allow time for: ____."

Attachments

Attachment A: Ordinance
Attachment B: Castle Rock Water Commission Member Feedback

ORDINANCE NO. 2026-004

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CASTLE ROCK MUNICIPAL CODE REGARDING BOARD AND COMMISSION MEMBERSHIP, ABSENCES, TERM LIMITS, AND MEETINGS

WHEREAS, Town Council desires to provide clarity and updates to the Castle Rock Municipal Code (the "Code") regarding Board and Commission membership, absences, term limits, and meetings; and

WHEREAS, the Town Council has determined that amendments to the Code are necessary to provide said clarity and updates.

NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

Section 1. **Amendment**. Section 2.14.010 of the Castle Rock Municipal Code is amended to read as follows:

2.14.010 - Membership.

All Town boards and commissions and the Downtown Development Authority, except insofar as expressly modified elsewhere in this Code, the Charter, or State Statute, shall serve in accordance with the provisions of this Chapter 2.14 as follows:

A. The members of all Town boards and commissions (Board of Adjustment, Board of Building Appeals, Castle Rock Water Commission, Design Review Board, Election Commission, Historic Preservation Board, Parks and Recreation Commission, Planning Commission, Public Art Commission, Public Safety Commission, and Public Works Commission) and the members of the Downtown Development Authority Board shall be appointed by a majority vote of the members of Town Council present at the meeting.

B. Town Council will appoint members to fill the remainder of unexpired terms of all Town boards and commissions and the Downtown Development Authority in order to retain staggered terms.

C. The members of all Town boards and commissions and the Town Council member of the Downtown Development Authority Board shall serve at the pleasure of Town Council.

D. All members of Town boards and commissions and the Downtown Development Authority Board shall take an oath of office per Chapter 2.18 of this Code.

E. Any member of a Town board or commission may be removed with or without cause by an affirmative vote of a majority of the entire membership of Town

Council. Removal of the members of the Downtown Development Authority shall be governed by Sections 31-25-805(2)(A) and 31-25-806(4), C.R.S., as amended.

F. ~~In appointing~~ THE members of ~~a~~ ALL Town boardS ~~or~~ AND commissionS~~,~~ ~~preference~~ shall ~~be given, first, to persons who~~ reside in the Town ~~and, second, to persons who reside outside of the Town, but within Douglas County~~. Discontinuance of residency shall terminate membership. The residency requirement shall not apply to:

1. Members of the Downtown Development Authority who are otherwise eligible to serve pursuant to Section 31-25-806(1), C.R.S.; AND

2. Any position on a Town board or commission that Town Council has expressly authorized by ordinance to be filled by a non-resident.

3. Any non-resident Town board or commission member serving as of ~~January 18, 2022~~, MARCH 5, 2026, will be allowed to serve out their current term.

G. All board and commission members shall serve without compensation.

Section 2. **Amendment**. Section 2.14.015 of the Castle Rock Municipal Code is amended to read as follows:

2.14.015 - Absences.

A. Except for emergency absences, medical condition absences and absences resulting from military leave of less than two ~~(2)~~ continuous months, between June 1 to May 31 of the following year, a board or commission member shall not exceed ~~the~~ following unexcused absences:

1. A board or commission that schedules meetings twice monthly cannot exceed four ~~(4)~~ unexcused absences;

2. A board or commission that schedules meetings monthly cannot exceed three ~~(3)~~ unexcused absences; and

3. A board or commission that schedules quarterly meetings or as needed cannot exceed one ~~(1)~~ unexcused absence.

4. IN NO EVENT SHALL A BOARD OR COMMISSION MEMBER HAVE UNEXCUSED ABSENCES IN EXCESS OF 15% OF THE TOTAL MEETINGS HELD IN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD.

B. The Town Manager or designee shall determine whether an absence is excused or unexcused.

C. If a Town board or commission member exceeds the number of unexcused absences, the member shall be deemed to have resigned from the board or commission and the Town Council shall appoint a replacement.

D. If a member of the Downtown Development Authority exceeds the number of unexcused absences permitted by subsection A of this section, such fact shall be considered cause for removal under Section 31-25-806(4), C.R.S.

Section 3. **Amendment**. Section 2.14.020 of the Castle Rock Municipal Code is amended to read as follows:

2.14.020 - Term limits.

A. Terms for Town board or commission members shall be ~~two (2)~~ THREE years with the following exceptions:

1. Downtown Development Authority:

a. MEMBER APPOINTED AS REPRESENTATIVE OF TOWN COUNCIL: ONE-YEAR TERM.

b. ALL OTHER MEMBERS: Four-year terms; AND

~~2. Election Commission: Three-year terms;~~

~~3. Board of Building Appeals: Three-year terms; and~~

~~4.~~ 2. Design Review Board:

a. Members appointed as representatives from other boards and commissions: One-year terms.

b. Members appointed as property owners within the Downtown Development Authority Boundary: Two-year terms.

B. No Town board or commission member shall serve more than ~~three (3)~~ TWO consecutive ~~two~~ THREE-year terms with the following exceptions:

~~1. Members of the Historic Preservation Board may serve four (4) consecutive two-year terms;~~

~~2. Members of the Election Commission may serve two (2) consecutive three-year terms;~~

~~3. Members of the Board of Building Appeals may serve two (2) consecutive three-year terms; and~~

1. MEMBERS OF THE DESIGN REVIEW BOARD APPOINTED AS REPRESENTATIVES FROM OTHER BOARDS AND COMMISSIONS MAY SERVE UP TO FOUR CONSECUTIVE ONE-YEAR TERMS.

2. MEMBERS OF THE DESIGN REVIEW BOARD APPOINTED AS PROPERTY OWNERS WITHIN THE DOWNTOWN DEVELOPMENT AUTHORITY BOUNDARY MAY SERVE UP TO THREE CONSECUTIVE TWO-YEAR TERMS.

~~4.~~ 3. Members of the Downtown Development Authority Board are not subject to the term limitation requirements of this section.

Section 4. **Amendment**. Section 2.14.030 of the Castle Rock Municipal Code is amended to read as follows:

2.14.030 - Town board and commission meeting conduct.

A. For each Town board or commission:

1. A chair and vice-chair will be elected from the members at the first meeting at the beginning of the term year to serve a one-year term. The chair shall be the executive officer and shall preside over all meetings, sign documents on behalf of the board or commission, call special meetings as needed and see that all actions of the board or commission are properly taken. The vice-chair will assume the duties of the chair in the chair's absence. Both the chair and vice chair will retain their voting rights at all meetings. In the absence of the chair and vice-chair, the members in attendance at such meeting may designate a chair pro-tem to preside over the meeting. Regular meetings may be cancelled by the chair or the Town Manager or designee.

2. A majority of the membership shall constitute a quorum. A quorum is required in order for the board or commission to conduct a meeting.

3. If a quorum is present, an affirmative vote of a majority of the members in attendance is required for any formal action to be taken. In the event that a quorum is not present, a meeting may nevertheless be continued by an affirmative vote of a majority of the members in attendance.

4. A tie vote shall be deemed a denial of the motion or recommended action.

5. Strict adherence to the Town Charter and Code, the rules, regulations, and policies adopted pursuant thereto, and any applicable federal or state laws, rules, regulations, or policies shall be required.

6. All meetings at which public business is discussed or formal action is taken shall be open to the public and noticed in compliance with the Colorado Open Meetings Law, Section 24-6-402, C.R.S.

7. Special meetings may be called by the chair, any two members of the board or commission, or the Town Manager or designee and must adhere to the same noticing requirements as a regular meeting.

8. Executive sessions may be conducted for any reason permitted by the Colorado Open Meetings Law, Section 24-6-402, C.R.S.

9. Robert's Rules of Order shall govern any procedural matter not addressed in the bylaws; provided, however, that the failure of a board or commission to follow Robert's Rules of Order shall not invalidate an otherwise lawful action.

10. A recording of minutes and votes are required for each meeting and shall be archived, along with any agenda packets and executed documents, using the Town archival software.

11. Town staff is available to serve as a liaison and to offer assistance.

12. Each member must adhere to the Town Code of Conduct as set forth in Chapter 2.05 of the Code.

B. ~~Notwithstanding any provision of this section to the contrary, the Town Council shall have the sole authority to adopt, and amend from time to time, by resolution, rules and procedures governing t~~ The remote attendance and participation of board and commission members and the general public by telephone or other electronic means~~, subject to reasonable qualifications and limitations~~ SHALL NOT BE PERMITTED.

Section 5. **Amendment**. Section 2.16.080 of the Castle Rock Municipal Code is amended to read as follows:

2.16.080 - Meetings.

The Planning Commission shall hold regular public meetings~~, not less than once per calendar month~~ AS NEEDED.

Section 6. **Amendment**. Subsections 15.30.090.B and D of the Castle Rock Municipal Code are amended to read as follows:

15.30.090 - Board of Building Appeals.

B. Membership. The Board shall consist of five ~~(5) qualified electors of the Town~~ MEMBERS. To the extent practicable, four members shall be persons qualified by experience and training to pass on matters pertaining to building construction.

D. Meetings. The Board shall hold REGULAR PUBLIC meetings ~~at regularly scheduled intervals, but shall meet at a minimum four times a year~~ AS NEEDED.

Section 7. **Amendment**. Subsection 15.64.030.B of the Castle Rock Municipal Code is amended to read as follows:

15.64.030 - Historic Preservation Board established.

B. Meetings. The Board shall hold REGULAR PUBLIC meetings ~~at regularly scheduled intervals, but shall meet at minimum four times a year~~ AS NEEDED.

Section 8. **Severability.** If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 9. **Safety Clause.** The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

APPROVED ON FIRST READING this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this ___ day of _____, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
David L. Corliss, Town Manager

To: Town Council

Thru: David L. Corliss, Town Manager

From: Mark Marlowe, Director of Castle Rock Water and CRW Commission

Date: November 12, 2025

Title: **Changes Requested on Town Boards & Commissions**

Executive Summary

On October 18th the Town Council Requested that changes be made to the Boards & Commissions. These changes were shared with the Castle Rock Water (CRW) Commission on October 22, 2025. Attached is the feedback that the CRW Commission Members would like to share with Council on these suggested changes. The comments are all really focused on the removal of the remote meeting attendance option. The other proposed changes did not generate any significant comments.

As Director of CRW, I also wanted to provide additional thoughts for Council consideration. I believe the current remote meeting option has allowed CRW to retain some local professional talent with direct water industry experience that has been valuable. This can be seen in the resumes that I have attached for a number of our current Commission Members. This experience is not something that we really had on the Commission prior to the era of remote meeting options. Many of these professionals do have to travel for their work, and occasionally need to use the remote option. I have attached the attendance and remote attendance records for the CRW Commission over the last several years for context. I would support maintaining some level of remote option flexibility for commission members. Maybe, members can use the remote option a few times per year, if necessary, subject to annual review by Council? This concept and commission member comments are provided for your consideration as you finalize your Board and Commission changes.

Attachments

Attachment A: Chair Tony Rathbun
Attachment B: Vice Chair Melanie Penoyar-Perez
Attachment C: Commissioner Kevin Snow
Attachment D: Commissioner David Hammelman
Attachment E: Commissioner Brian Gaddie
Attachment F: Resumes for Commissioners with Direct Water Industry Experience

Attachment G: Attendance and Remote Attendance Records

Attachment A

Mark –

I tried calling a couple times and texted as well with no return but if Town Council wants to pass new mandatory attendance requirements on ***volunteer*** positions for all Commission members across the board I am going to take major exception to that decision. Again, these are ***volunteer*** positions of which people take very seriously and add input in good faith and provide meeting feedback along with gaining understanding that they can also **provide to others** within the community.

Additionally, we live in the modern world and COVID aside, technology is advancing daily and while I do appreciate ***'in person'*** meetings and I personally make every stride to control my schedule **(at company expense)** to attend in person and on the **very rare** occasion I do miss a 'in person' meeting but yet I jump thru hoops to be virtual that should show a sign of **commitment** – not a demerit or a risk of **termination**. Additionally, I don't think I need to provide a resume as mentioned this evening. My input and feedback in meetings should be enough to move the Town forward in good faith and if that is not enough then let me know – I have better things to do.

Thank you,
Tony

Attachment B

From: Melanie Penoyar-Perez
Sent: Tuesday, October 28, 2025 12:09 PM
To: Mark Marlowe <mmarlowe@crgov.com>
Subject: Commission Attendance Policy

Mark,

Should Castle Rock change to an in-person-only format for commission meetings, I will no longer be able to participate. I am a busy traveling professional, and while I have made active participation in the water commission a priority, it will not be possible for me to join at the 80% level required. I lead a team of 50 people remotely. There is no reason this cannot be done effectively over a video call. This is just the business environment that companies find themselves in today. Post-COVID, the world has changed, and hybrid meetings are here to stay. As leaders, this does require changes to meeting facilitation tactics to keep our best people engaged in meaningful work.

Have a great day!

Melanie J. Penoyar-Perez, MBA, CAE
[redacted]
DD: [redacted] CP: [redacted]

Attachment C

Mark,

As a follow-up to last evening's Water Commission meeting, and the Town Council's plan to update Board and Commission member requirements, I wanted to share my point of view regarding in person attendance at Water Commission meetings, and ask you to share this with the Town Council if you feel it will add value to the decision outcome.

First, I believe commission members should attend all meetings in person if possible. It is much easier to share information, discuss ideas, and explore and debate different points of view if the members know and trust each other, which is fostered by holding in-person, face-to-face meetings.

However, commission members should be allowed to occasionally and when necessary join commission meetings remotely by Zoom or Webex if they are not able to meet in person, but want to join their peers by teleconference to ensure quorum is met and help CRW make good business decisions. Reasons for joining remotely might be for an injury or contagious illness, or for being out of town on business or for personal reasons.

Many workers of all types are required to travel for their job, and Castle Rock is best served by a diverse commission made up of members from a wide range of experiences and backgrounds. To attract the most diverse, experienced, and dedicated group of local volunteer commission members, it's in Castle Rock's best interest to allow members to join remotely when they need to.

I've attached my resume to highlight some of the experiences I bring to the water commission. And while I wish to attend every meeting in person, it's very important to me that I have the flexibility to join remotely when necessary.

Best Regards,

Kevin Snow
[redacted]

Attachment D

From: David Hammelman <[redacted]
Sent: Saturday, November 1, 2025 9:42 AM
To: Maryjo Reese; Mark Marlowe; Rathbun, Tony
Subject: Re: Remote Mtg. feedback

Good morning.....as I have been away much of the past three weeks, I am unaware of what is driving the Council's interest. If it's because other Boards/Commissions are having attendance problems (unlike us until the last meeting), perhaps they should more strictly enforce their attendance rules. Alternatively, poor attendance members can simply be removed at the end of their current two-year appointment.

The virtual attendance option does allow the standing of a quorum sometimes when it otherwise might not be met. Eliminating the virtual attendance option will significantly reduce the size of the Town population who is interested in or able to serve on Town Boards/Commissions. In my mind, this should be taken into account during discussions on this initiative.

Thank you for asking for our input.
Dave Hammelman
[redacted]
Castle Rock, CO 80104
[redacted]
"A tennis ball landing 99% out, is 100% good"

Attachment E

From: Brian Gaddie <[redacted]
Sent: Monday, November 3, 2025 7:56 PM
To: Mark Marlowe <MMarlowe@crgov.com>
Subject: Re: Follow Up from Commission Meeting

Mark,

Here are arguments against the Town Council's action and my support of continued virtual meeting attendance option. I have also attached a resume for your use if you find it beneficial.

1. **Expands Participation and Accessibility**
    a. Broader volunteer pool: Virtual options allow busy professionals, parents, or residents who travel for work (like engineers, business owners, etc.) to still contribute meaningfully.
    b. Equity and inclusion: Virtual access makes it easier for individuals with mobility limitations, transportation challenges, or health concerns to serve.
    c. Community engagement: A hybrid format can encourage a more diverse and representative commission membership which better reflects the Town's demographics and professional skill sets.
2. **Improves Continuity and Attendance**
    a. Fewer absences: Members can participate while traveling or during minor illnesses rather than missing meetings entirely.
    b. Sustained quorum: Hybrid options help maintain quorum requirements even during inclement weather or overlapping work obligations.
3. **Aligns with Modern Governance Practices**
    a. Standard practice elsewhere: Many Colorado municipalities (and state boards) have adopted permanent hybrid policies following lessons from COVID-era governance.
    b. Supports sustainability: Virtual participation reduces travel time and vehicle emissions, aligning with Town sustainability goals.
4. **Technology Investment Is a Solvable Issue**
    a. Fix the system, not the flexibility: The current AV challenges in the commission room are technical, not philosophical. Upgrading microphones, cameras, and conferencing software can solve these issues without eliminating virtual access.
    b. Budget-conscious improvement: Small investments in room technology (boundary mics, camera auto-tracking, integrated speaker systems) can yield professional-grade hybrid meetings.

Balanced Recommendation Framework
This compromise or balanced framework offers suggestions you could propose as a middle-ground solution that acknowledges Council's desires while retaining flexibility:

- Hybrid attendance policy: Require in-person attendance for certain key meetings (budget votes, annual workshops) but allow remote attendance for others.
- Set minimum in-person participation thresholds: e.g., members must attend at least 6 of 12 meetings in person.
- Commit to AV system upgrades: Recommend staff evaluate cost-effective improvements (e.g., Town's IT Department or consultant) before eliminating virtual participation.
- Codify transparency: Continue to livestream meetings publicly, even if virtual member participation is limited.

Please let me know if I can be of further assistance to you in your engagement with council.

Best,

Brian Gaddie

PROJECT SPONSOR / SR. PROJECT MANAGER

TONY RATHBUN

Tony's knowledge of dams, water resources, and heavy civil construction brings a comprehensive understanding of all work elements, overarching project risks, and the interrelationships and sequencing involved in excavation, borrow management, placement of zoned earthfills, and construction and commissioning of hydraulic concrete structures. Tony actively engages in weekly and monthly project coordination meetings, including onsite attendance as appropriate. His multi-level hands-on experience allows him to provide valuable input regarding constructability, means and methods, and control of both cost and schedule.

Relevant Experience

Glen Elder Dam Spillway Chute Replacement, Mitchell County, KS; Bureau of Reclamation, Summer 2021 (Pursuit) and Sept 2021 – Present (Construction), $41 million | Project Sponsor

The project replaces the slowly deteriorating concrete slabs of the spillway chute, improves collection and transport of subsurface water flows away from the slabs, and increases sliding stability to improve structural integrity. The scope includes site development of haul roads and access routes, onsite batching of concrete, spillway concrete demolition and replacement, selective hydrodemolition and concrete repairs, excavation of rock and common materials, grouted-anchor bar installation into foundation and existing concrete, gravel and sand filter material placement, underdrain installation, unwatering and removal of debris and sediment from stilling basin, control of water, and site restoration of contractor use areas. In addition, the contract requires compliance with rigorous USBR standards for submittal preparation, health and safety program implementation, contractor quality control, and cost-loaded scheduling.

Webster Dam Spillway Chute Replacement, Rooks County, KS; Bureau of Reclamation, Summer 2020 (Pursuit) and Sept 2020 – Present (Construction), $22 million | Project Sponsor

The project will bolster the integrity of the Webster Dam spillway chute concrete to ensure the spillway has the capacity to safely pass both normal flows and emergency flows during large flood events without endangering the integrity of the dam embankment. Major features of work on the project include onsite batching of concrete, spillway concrete demolition and replacement, underdrain installation, and control of water. In addition, the scope of work includes site development, excavation of rock and common materials, grouted-anchor bar installation into foundation and existing concrete, gravel and sand filter material placement, unwatering and removal of debris and sediment from stilling basin, and site restoration of contractor use areas.



YEARS OF INDUSTRY EXPERIENCE
34

YEARS OF EXPERIENCE AT AMES
5

EDUCATION
B.S. Civil Engineering Technology, Oregon Institute of Technology

TRAINING
- USACE Construction Quality Management
- USACE National HUBZone
- Roller Compacted Concrete
- MSHA
- OSHA 30 Hour Supervisor Training

PROFESSIONAL AFFILIATIONS
- American Society of Dam Safety Officials, Member
- United States Society of Dams, Member
- Deep Foundations Institute, Member

West Silver Basin Dam and Reservoir, Greenlee County, AZ; Freeport McMoRan, Oct 2017 - Jan 2019, $73 million | Project Manager | ***2020 AGC Build Arizona Award***
The schedule-intensive, landmark project required construction of a new earthen embankment, asphalt core dam -- the first asphalt-core dam to be built in the United States. The embankment stands 143 feet high, and the crest stretches 1400 feet across the valley. The scope of work included an extensive foundation drill and grout program, installation of a multi-zone filter drain system comprised of imported washed sand and crushed aggregate products produced onsite, and development of an onsite borrow source quarry via drilling and blasting to produce over 1.3 million cubic yards of rock materials. Other notable features include a new HDPE bypass pipeline and several concrete structures – a pump station, an inlet structure, a bifurcation structure, and an outlet structure.

During preconstruction, Tony was heavily involved with the client and their designer through technical workshops, constructability reviews, and preliminary scheduling and estimating for the main construction package. This engagement provided a thorough understanding of the schedule drivers, site geotechnical conditions, and the major risks of the project. Having been onsite for four months, once the main construction package was awarded Tony and his team had already established clear lines of communication, set up project controls, activated management plans for safety, quality and environmental compliance, and held a firm understanding of the measures needed to mitigate the client's risks. The Daily Productivity Meeting and Operations Report – which included status on safety, construction activities (pump station, mechanical, pipeline, dam), crushing/screening quantities, equipment and manpower – provided transparency to keep all partners current and eliminated disconnect.

Tony was directly involved with the rock quarry from early pre-planning to daily drilling and blasting operations and closely coordinated with the quarry and blasting superintendents ahead of both day and night shift. Tony was also directly involved with the dam embankment operation, including the installation of an asphalt-core. He was actively engaged each day alongside the HAC subcontractor to coordinate timely delivery of materials provided from the batch plant for each shift. He covered expectations for each shift, quantity and timing of deliveries, as well as composition and quality inspection at the plant and prior to placement.

Tasked to find synergy among partners to avoid gaps in productivity between shifts while alternating headings for the asphalt-core and zoned embankment. Tony beat the client's preliminary schedule and achieved contract completion on time. By comparison, an asphalt-core dam project of this magnitude typically demands twice the number of work days than were allowed. Tony and his team completed the project in half the time.

Island Creek Flood Protection Project, Logan, WV; US Army Corps of Engineers, Nov 2011 - Aug 2014, $21 million | Project Sponsor
Flood protection project that increased the width of the existing Island Creek channel to a trapezoidal configuration. Features included a 900-foot post and panel retaining wall with multi-strand post-tensioned anchors, a replacement bridge, and demolition of several building structures, major dewatering and diversion of streams, environmental controls, and excavation. The project required performance of complex features within tight quarters. During the 60-day limited ANTP preconstruction period, managed the preparation of initial submittals and baseline schedule, establishment of survey control points, and development of laydown, staging areas, and temporary access roads. Safety and three-phase Quality Control programs were implemented in accordance with USACE standards. Worked closely with the USACE and design consultant to address impacts resulting from changed geological conditions. Through a collaborative approach, a revised tie-back system that minimized cost and schedule impacts was identified. Heavily involved in the design revisions, reviews, and specialty subcontractor coordination to develop the modified tieback anchoring systems.



Years of Experience

37

Education

BS, Civil Engineering, Oregon Institute of Technology

Licenses & Certifications

USACE Construction Quality Management

USACE National HUBZone

Roller Compacted Concrete

Mining Safety and Health Administration Certification

OSHA 30-Hour

Supervisor Training

Exceeds Minimum Requirements

- 37 years of experience in heavy civil construction
- 13 years of preconstruction experience
- Supported 17 reservoir projects
- Managed five collaborative delivery projects

TONY RATHBUN

Preconstruction Manager/Contract Manager

I know what it takes to build a reservoir from the ground up. I've dedicated my career to this challenge because I know how water resource projects can positively change the communities around me.

- Tony Rathbun, Preconstruction Manager

Tony Rathbun

$2.6B

in Dam and Reservoir Projects

$100M

Saved in Preconstruction

Meet Your Preconstruction Manager/Contract Manager

Tony's knowledge of heavy civil construction, large-scale site development, dams, and water resources brings a comprehensive understanding of all work elements, overarching project risks, client values and objectives involved in multi-faceted projects. He actively engages in design assistance, value engineering, project coordination, and conflict resolution throughout the life of all his projects. Tony will be responsible for managing the preconstruction team, overseeing the development of cost estimates, and ensuring the entire scope of work is captured. He will also play an essential role in developing subcontractor bid packages, ensuring we maximize subcontractor interest from quality firms. Tony will coordinate with the Integrated Project Team (IPT) to ensure that all critical project items are communicated regularly.

Phase 1 Preconstruction Services Roles & Responsibilities

Tony will be authorized and delegated responsibility for all preconstruction activities including constructability reviews, safety planning, quality planning, stakeholder coordination, and estimating. He facilitates communication between the team and Sites Authority, ensuring the design progresses. Tony will work directly with Project Manager Kent Peyton and Sites Authority to find workable, cost-effective solutions throughout Phase 1.

Phase 2 Construction Services Roles & Responsibilities

Tony will transition to the Commercial Manager role, overseeing risk and business management for the project. This transition will ensure that institutional knowledge is transitioned smoothly from Phase 1 to Phase 2. He will play a critical role in facilitating communication and coordination among all project stakeholders. Tony will ensure that the construction team adheres to the plans and specifications developed during the preconstruction phase, addressing any issues that arise promptly.



Preconstruction Manager • West Silver Basin Dam and Reservoir • Confidential Client • Greenlee County, AZ • 2017 - 2019 • Cost: $73M • Best Value

Construction of a new earthen embankment asphalt core dam. The embankment stands 143 feet high, and the crest stretches 1,400 feet across the valley. Scope included an extensive foundation drill and grout program, installation of a multi- zone filter drain system comprised of imported washed sand and crushed aggregate products produced on-site, and development of an on-site borrow source quarry via drilling and blasting to produce over 1.3 million CY of rock materials. Other notable features include a new high-density polyethylene bypass pipeline and several concrete structures– a pump station, an inlet structure, a bifurcation structure, and an outlet structure.

During preconstruction, Tony was heavily involved with the client and their designer through technical workshops, constructability reviews, and preliminary scheduling and estimating for the main construction package. This engagement provided a thorough understanding of the schedule drivers, site geotechnical conditions, and the major risks of the project. Tony was also directly involved with the rock quarry from early preplanning to daily drilling and blasting operations and closely coordinated with the quarry and blasting superintendents. He led the team on award-winning, schedule-intensive, landmark project from proposal development through reservoir filling and maintained onsite presence throughout construction to ensure strong positive client relationships and that dam safety, quality, schedule and budget goals were achieved.

Due to the confidential nature of the project, we are unable to submit a reference. Alternatively, Tony has an character reference available who was also involved with the West Silver Basin Project.

Reference:
Tony Martinez
[redacted]



Preconstruction Manager • Howard Hanson Dam • USACE • Ravensdale, WA • 2024 - 2025 • Cost: $657M • Integrated Design and Construction

The project includes 22,400 acre-feet of municipal and industrial water storage, a downstream fish passage facility and ecosystem restoration features. The scope includes constructing a 1,200-foot bored tunnel and raising the summer conservation pool by 20 feet to increase seasonal water storage while maintaining existing flood capacity. Dewatering and scheduling constraints are managed within limited work windows, aligning with the reservoir's low-pool period in winter and the salmon migration season in summer. The project is being delivered under a guaranteed maximum price (GMP) contract and will be complete in September 2030.

As the Preconstruction Manager, Tony played an integral role in the start up of the project including establishing all procedures and coordinating the initial efforts for time-critical bulk head inspections. He also helped to onboard several team members and participated in daily coordination meetings with the USACE and reviewed design efforts by USACE, providing constructability guidance along the way. In addition, he worked with the scheduling team to formalize the baseline schedule and established the monthly billing procedures including internal cost tracking measures. On this CM/GC project, Tony gathered a thorough understanding of all aspects of CM/GC including aligning with all agencies and authorities. His role in the performance of constructability reviews on Howard Hanson provides benefit to Sites Authority, ensuring he will be a valuable resource during preconstruction and into construction.

Reference:
William Daniels
[redacted]

Brian Gaddie, P.E.

Operations Manager / Civil & Water Resources Engineer / Project Management Leader
[redacted] | [redacted] | [redacted] | [redacted]

PROFESSIONAL SUMMARY

Forward-thinking Operations Manager II with 17+ years of municipal water, wastewater, and stormwater infrastructure experience across Colorado, North Dakota, and Utah. A licensed Professional Engineer in Colorado, Utah, and North Dakota, Brian blends deep technical expertise with strong business acumen and people-first leadership.
Currently managing 20+ multidisciplinary professionals across three AE2S Colorado offices, he drives operational excellence, client satisfaction, and team development. Recognized for empowering teams, exceeding financial targets, and building best-in-class client relationships, Brian embodies AE2S's culture of *Extreme Client Service* and continuous improvement.

CORE COMPETENCIES

- Strategic Operations Leadership & Team Development
- Water/Wastewater Infrastructure Planning & Design
- Project Management & Alternative Delivery (CMAR, EPC, Design-Build)
- Financial Performance & Profitability Oversight
- Client Relationship Management & Business Development
- Stormwater Master Planning & Hydraulic Modeling
- Permitting, Regulatory Coordination (CDPHE, USACE, FEMA, EPA)
- Staff Mentorship, Recruitment, & Talent Retention
- QA/QC, Risk Management, and Change Order Control

PROFESSIONAL EXPERIENCE

AE2S (Advanced Engineering and Environmental Services, LLC)

Operations Manager II — Colorado Region | *2020–Present*
Project Manager & Project Engineer | *2008–2020*

Leadership & Operations Management

- Lead three AE2S Colorado offices (Denver, Dillon, and Grand Junction) with 20+ staff across disciplines, overseeing project execution, staffing, budgeting, and talent development.
- Empower, mentor, and elevate team members, aligning staff skills with AE2S's long-term business goals while ensuring office cohesion and culture consistency.

- Coordinate financial performance, project control reviews, and workload balancing to consistently meet or exceed utilization and profitability goals.
- Develop strategies for business expansion in Colorado, guiding pursuits with key municipal clients (Aurora Water, Castle Rock, Estes Park, Eagle River WSD, Snake River WD).
- Promote AE2S's *Extreme Client Service* ethos through proactive communication, transparency, and data-driven decision-making.

Client & Project Management

- Serve as Project Manager and Engineer of Record for multi-million-dollar water and wastewater infrastructure projects.
- Manage capital projects from concept to construction — including alignment studies, route evaluations, hydraulic modeling, design, permitting, bidding, and construction administration.
- Specialize in integrating constructability, operations, and stakeholder coordination to optimize lifecycle performance and reduce cost and schedule risk.

Technical Expertise

- Oversee and review design of pressurized transmission mains (12–54"), stormwater systems, pump/booster stations, and treatment plant civil works.
- Experience across water resources modeling (SWMM, HEC-RAS), stormwater master planning, floodplain mapping (FEMA LOMR), and site civil design.
- Extensive record managing multidisciplinary coordination (structural, mechanical, electrical, and process design) for treatment and pumping facilities.

SELECTED PROJECTS

- Wastewater Treatment Plant Expansion Design – City of Evans, CO – Lead Civil Engineer; designed site civil and utility improvements for 3.2 MGD WWTP expansion (CMAR delivery).
- Schoolmarm Transmission Main – Snake River WD, CO – PM for 2,000 LF of 12-inch DIP along steep terrain; coordinated with USFS and CDPHE variance approvals.
- Aurora PRV Vault Replacement Program – Aurora Water, CO – PM for replacement of 12 PRV/CKV vaults; managed design and permitting with multiple jurisdictions.
- Grand Forks Regional Water Treatment Plant – Grand Forks, ND – Civil design for 20 MGD WTP; coordinated 15,000 LF of utility piping (6–54 in.).

EDUCATION

Bachelor of Science, Civil Engineering
North Dakota State University

REGISTRATIONS

- Professional Engineer (P.E.) — Colorado, Utah, North Dakota

PROFESSIONAL AFFILIATIONS

- Rocky Mountain American Water Works Association (RMSAWWA) and Water Environment Association (RMWEA)
- Colorado Water Congress
- Colorado Special District Association
- Local Water Commissions (Castle Rock Water)

RECOGNIZED STRENGTHS

- Builds unified teams that thrive on collaboration, accountability, and technical excellence.
- Trusted by clients for transparent communication and dependable project delivery.
- Recognized internally as a mentor and culture carrier, raising AE2S's talent level and reputation across the region.

MELANIE PENOYAR-PEREZ, MBA, CAE

[redacted] | [redacted]

EXECUTIVE LEADERSHIP | ASSOCIATION MANAGEMENT

Visionary association leader with 28 years of progressive experience driving strategic growth, financial sustainability, and membership development for global professional associations. Proven ability to lead organizations through transformational change, build high-performing teams, and enhance volunteer engagement. Adept at strategic planning, content and program development, and advocacy within mission-driven organizations. Expertise in nonprofit governance, compliance, and operations.

CORE COMPETENCIES

- Strategic Leadership
- Association Governance & Compliance
- Stakeholder & Board Engagement
- Financial Management ($20M+)
- Membership Development
- Advocacy & Public Relations
- Change & Crisis Management
- Program Innovation & Implementation
- Cross-Functional Team Leadership
- Fundraising & Partnership Development

PROFESSIONAL EXPERIENCE

Chief Operating Officer

Society for Mining, Metallurgy & Exploration (SME) | Englewood, CO 2017 – Present

- Lead operations for a 14,000-member international association representing the mining, minerals, and tunneling industries.
- Responsible for driving value and revenue through content development, conference management, membership growth, benefits and services, and program development in alignment with the SME strategic plan.
- Manage a $20M budget while optimizing internal processes to ensure financial stability and operational efficiency.
- Drive strategic projects with the SME Board, Committees, and Staff, guiding the Society in achieving long-term objectives in membership engagement, global partnerships, and outreach initiatives.
- Attend industry events, manage stakeholder relations, and serve as a key representative for SME at national and international conferences.
- Spearheaded business development initiatives, resulting in a new partnership program.

- Provide executive leadership to the Underground Construction Association, a division of SME, and work directly with its Officers, Executive Committee, and leadership to:
    - Execute three profitable conferences
    - Support membership growth efforts, support # committees, and workforce outreach efforts.

Key Achievements:

- Successfully led operations in conference management, sales, membership, and publishing through the pandemic to a recovery point outperforming 2019 by all metrics.
- Collaborated with industry executives and staff to develop a new partnership program that has produced value for members, deepened relationships with Rio Tinto, Newmont, Hecla, and brought $$$ new revenue to SMEs since 2020.
- Nurtured deep relationships with mining and tunneling associations around the world.

Senior Manager of Membership

American Water Works Association | Denver, CO 2007 – 2017

- Directed membership development for a 50,000-member international scientific and educational association, managing a $13M budget.
- Designed and executed member recruitment, retention, and engagement strategies and worked closely with chapters worldwide.
- Led five-person staff and multiple project teams to drive membership initiatives and report on key performance metrics.
- Collaborated with the Board of Directors, staff, and volunteers to meet strategic goals, ensuring alignment with the organization's mission.

Key Achievements:

- Launched first international office in India.
- Led membership research projects that informed strategic decision-making and improved member services.
- Served as an inspirational speaker at five regional volunteer training events annually to engage leaders and advance the association's goals with Sections.

Director of Development & Awards Competition

Hospitality Sales & Marketing Association | McLean, VA 2005 – 2007

- Managed corporate partnerships and membership benefit programs for an 8,000-member international association with a $1M budget.

- Cultivated and expanded relationships with key corporate members and industry partners, enhancing member value and securing funding for industry research.
- Directed tradeshow marketing efforts for six specialty conferences, increasing visibility and engagement with industry stakeholders.

Director of Marketing & Business Development

Society for Marketing Professional Services | Alexandria, VA 1999 – 2005

- Led centralized marketing efforts for a 5,500-member professional society, overseeing communications, membership development, and corporate partnerships.
- Developed and managed budgets for membership recruitment, educational programs, and high-profile industry events.

EDUCATION & CERTIFICATIONS

- Executive Master of Business Administration, 2024
    - University of Colorado, Denver, CO
- Bachelor of Arts: Communication, 1995
    - George Mason University, Fairfax, VA
- Certified Association Executive (CAE), 2006-2026

AFFILIATIONS

- Castle Rock Water Commission, Commissioner
- Women in Mining (WIM), Member
- Colorado Society of Association Executives (CSAE), Member, Past Board Member, a regular conference speaker, and contributor to *Executive Edge* magazine
- American Society of Association Executives (ASAE), Member, contributing author to best-selling book, *Membership Essentials*

Kevin M. Snow

[redacted]
Castle Rock, CO 80109
[redacted]
linkedin.com/in/kevinsnow1/
(720) [redacted]

OBJECTIVE: To serve Castle Rock Colorado as a member of the Castle Rock Water Commission.

PROFILE:

Innovative, energetic, proven business leader with demonstrated success at:

Creating and Delivering Value – Combines business and technology expertise to develop new businesses, champion innovation, drive continuous improvement, and commercialize new products across multiple markets, regions, and applications. Delivered > $1B of value at GE, Honeywell, Danaher and Xylem using Design for 6 Sigma and product management tools.

Leading People & Processes - Led diverse, global, x-functional teams. Driven high impact, sustainable change in complex organizations. Won executive level support for multiple business cases. Developed strategic plans that transformed multiple businesses. Inspires followership and energizes teams through empowerment, engagement and personal integrity.

EXPERIENCE:

Xylem Water Solutions, Washington DC

$9B global market leader of water transport, treatment, sensing and analytical solutions for the water industry

Senior Director, Growth and Innovation Operations **2021-2024**

Responsible for directing growth, technology, innovation and product management operations

- Supported integration of Evoqua technology and product management processes into Xylem.
- Developed, implemented and managed revenue synergy process and project review board, $100M+ opportunity.
- Produced and drove global, system-wide development of ITP Operating System and standard work.
- Created quarterly updates for board of directors, and processed/reported metrics related to innovation and growth.
- Reported to Senior Vice President; led International team of 5 Directors.

Senior Global Product Manager, Dewatering Growth Center **2017-2020**

Responsible for managing profitable growth of $350M Godwin industrial pump product lines

- Delivered $1M incremental sales through introduction of new 62HP Isuzu CD150M 6” pump to NA market.
- Led global transformation of $250M Godwin Dri-Prime product line; first 2 product launches 3Q & 4Q 2017.
- Led business through complex, high stakes business decision 1Q17; charted and executing new direction for BU.
- Introduced and institutionalized Product Management Best Practices for the Dewatering Growth Center.
- Reported to VP Marketing & Strategy; Presented to President & senior team on > 15 occasions since Jan 2017.

Hach Company, Danaher Corporation, Loveland CO

$1B global market leader of water quality analytic instrumentation and environmental solutions

Senior Global Product Manager, Process Systems Business Unit **2010-2016**

Responsible for managing profitable growth of $100M Electrochemistry, Disinfection, and Ballast Water product lines

- Increased revenue by 50% in adjacent aquaculture market in China, Chile, Australia, and the EU.
- Increased pH sensor revenue by >30% in 1 year with new search engine optimization (SEO) strategies/tactics.
- Led market development for new Ballast Water instrument 1735 TRO in Korea, China, Japan, the US and EU.
- Commercialized BW680 fluorometer for rapid compliance monitoring of Ballast Water by ship operators & regulators.
- Promoted Ballast Water portfolio at tradeshows in Hamburg, Miami, Singapore, Korea, Norway, China, and the US.
- Persuaded executive team to invest in developing the next generation chlorine analyzer, worth > $30M/year.
- Introduced a reagent replacement program that increased customer attachment rate and loyalty, worth > $5M/yr.

Product Development Manager, Process Instrumentation Business Unit **2008-2010**

Responsible for developing and championing new business cases, and delivering new product growth

- Delivered > $250M product revenue, > $1B pull-through revenue by developing and commercializing the Hach sc200 controller, successfully executing the largest new product introduction in Hach's history.
- Developed communication technology roadmap and strategies that are revolutionizing the Hach Company.
- Led extensive voice-of- the-customer (VOC) interviews in the US, EU, China, and Brazil.

Johns Manville, a Berkshire Hathaway Company, Denver, CO

$2.4B privately owned manufacturer and marketer of premium-quality residential and commercial building products.

Marketing Product Portfolio Manager **2007**

Responsible for managing $160M single-ply roofing system P&L, including TPO, PVC, and EPDM systems for low-slope commercial and industrial roofing applications, and product management team.

- Developed business case that led to $30M investment in first TPO membrane plant (Aug 2007).
- Grew TPO systems business $20M, driving 80% revenue growth and 40% share growth in 2007.
- Developed operating plan expected to grow business $35M in 2008, and $150M over the next 3 yrs.
- Negotiated $5M working capital savings for PVC product line.

Honeywell International, Specialty Materials Business, Morristown, NJ

$4B global industrial enterprise serving energy, defense, pharma, electronic, B&C, and personal care industries.

Director of Strategic Technology Development **2003-2006**

Managed $10M growth investment fund, growth program portfolio, and concept development process and team.

- Delivered > $350M revenue growth opportunity for Specialty Materials (SM).
- Developed New Concept Development innovation process; funded > 20 new concepts; chaired board 1st year.
- Built and managed a diverse, market-focused, 14-person strategic program team. Led strategic planning for 3 yrs.
- Successfully advocated for creation of a new Strategic Marketing function; Implemented Aug 2006.
- Developed a nanotechnology strategy including ALD coatings for Honeywell International and Specialty Materials.
- Negotiated and closed a $5M collaboration agreement with Albany Nanotech.
- Led technology integration of $1.2B UOP acquisition.

General Electric Company, GE Plastics Division, Pittsfield, MA

$8B world leader of engineering thermoplastic solutions, serving automotive, telecom, display, and security industries.

GE Plastics, Structured Products Business, Pittsfield MA

Global Market Development Manager, Optical Film **2002-2003**

Responsible for $60M P&L, 4 market managers for display, automotive, appliance, and electronics markets.

- Developed 3-year strategic plan that catalyzed transformation of the GE Film business.
- Responsible for $5M growth of GE Structured Products America's $60M Film P&L.
- Led product team that launched new Sollx®, Xylex®, Ultem® and Lexan® Films in 2002-2003.
- Developed optical film strategy and guided development that resulted in new Illuminex® product line.

Business Development Manager, Director of Ovonic Media, LLC **2000-2002**

Responsible for BD process, integration of Honeywell's Film business, and managing $7M JV company

- Created and led new business development pipeline process. Evaluated >15 BD opportunities.
- Negotiated exclusive license agreement for Visgard® antifog coatings, delivered $2M revenue in 2002.
- Managed integration planning of $150M Honeywell Specialty Film P&L in 2001.
- Negotiated and led start-up of Ovonic Media LLC, a GE/ECD JV technology company.
- Led 15 member team of scientists and engineers that created a continuous, roll-to-roll manufacturing process for DVD-Rewritable media; Proved concept and produced working prototype in 12 months.

GE Plastics, Global Sourcing, Pittsfield MA

Global Sourcing Manager **1998-2000**

Responsible for $110M buy including fiberglass, impact modifiers, fluoro-polymers, and process chemicals.

- Negotiated $15M in direct material savings on a total portfolio of $110M in 18 months.
- Managed complex matrix of site buys, second sources, and low-cost country development.
- Managed 1 student intern, and influenced sourcing decisions of several manufacturing sites.

GE Plastics, Lexan and Valox Polyester Business Groups, Mt. Vernon IN

New Product and Process Development **1991-1998**

General Electric, Corporate Research and Development, Schenectady NY

Applied Research, Flame Retardant Laboratory **1988-1991**

EDUCATION:

- MSM, Krannert Executive Masters of Business Management, Purdue, West Lafayette IN.
- Ph.D., Synthetic Organic Chemistry, UC Davis.
- B.S., Chemistry, UC Davis.

TRAINING:

- Crucial Conversations, Loveland CO (2012)
- Outcome Driven Innovation, Voice of the Customer, Loveland CO (2011)
- Danaher Problem Solving Process, Loveland CO (2011)
- Danaher Business System (DBS) Tools, Loveland CO (2008 – 2012)
- Danaher Business System Leadership Orientation, Wood Dale IL (2008)
- Building Science Program, Johns Manville Technical Center, Littleton CO (2007).
- Management Development Program (MDP), Honeywell International, Morristown NJ (2006).
- Strategic Marketing Program, Honeywell International, Morristown NJ (2005).
- Disruptive Business Models, Clayton Christensen, Florham Park NJ (2005).
- Lead User Workshop, Eric Von Hippel, Stevens Institute of Technology, Hoboken NJ (2005).
- Opportunity Analysis Training, Honeywell International, Morristown NJ (2004).
- MIT Innovations in Management, MIT Sloan School, Cambridge MA (2004).
- Mergers & Acquisitions Course, GE Headquarters, Fairfield CT (2000).
- Management Development Course (MDC), GE Plastics, Crotonville NY (1999).
- 6 Sigma MAIC, DFSS, FMEA Training; Green Belt certification, GE Plastics, Mt Vernon IN (1996-1997).
- Management Skills Development Course (MSDC), GE Plastics (1995).
- Managing Plastics Programs, GE Plastics.
- VPI Polymer Synthesis and Characterization, GE CRD.
- Chemical & Materials Leadership Program (CMP), GE Plastics.

Attachment G

	12/10/2025	*10/22/2025*	*9/24/2025*	*8/27/2025*	*7/23/2025*	*6/25/2026*	*5/28/2025*	*4/23/2025*	*3/26/2025*
Edward Egnatios		x	excused	x	x	x			
Brain Gaddie		excused	x	x	x	x	x	excused	x
Ole Gjerde		x	x	x	x	x	x	x	x
David Hammelman		excused	x	x	x	x	x	x	x
Melanie Penoyar-Perez		x	x	x	excused	x	x	x	x
Tony Rathbun		x	x	x	x	x	x	x	x
Kevin Snow		x	x	x	x	x			

Past Commissioners

Angie Brown								x	excused
Bill Leung								NA	NA
KiKi Miller							excused	x	x
Cortland Wolfe								NA	NA

Boxes highlighted in yellow designated when joined remotely

Attachment G

2/26/2025	*1/22/2025*	*12/11/2024*	*10/30/2024*	*9/25/2024*	*8/28/2024*	*7/24/2024*	*6/26/2024*	*5/22/2024*	*4/24/2024*	*3/27/2024*
x	x	x	x	x	x	x	x	x	x	x
excused	x	x	joined 11/15							
x	x	x	excused	x	x	x	x	x	x	x
excused	x	x	x	x	x	x	excused	x	excused	x
x	excused	x	x	excused	x	x	x	x	x	x

x	x	x	x	x	x	excused	x	x	x	x
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
x	x	x	x	excused	x	x	absent	excused	x	x
NA	NA	NA	x	x	x	x	x	x	x	x

Attachment G

2/28/2024	*1/24/2024*	*12/13/2023*	*November*	*10/25/2023*	*9/27/2023*	*8/23/2023*	*7/27/2023*	*6/28/2023*
x	x	x	NA	x	x	excused	x	x
x	x	x	NA	x	x	x	x	x
excused	x	x	NA	x	x	x	x	excused
excused	x	x	NA	x	x	excused	x	x
joined 7/26	x	x	NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	x	x	x	x
x	x	x	NA	x	excused	x	x	x
x	x	x	NA	x	x	x	excused	x

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 16. **File #:** DIR 2026-002

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, Director of Development Services

Discussion/Direction: Planning Commission and the Comprehensive Plan (Chapter 2.16)

Executive Summary

Staff is requesting Town Council consideration of proposed amendments to the Town Code related to the Planning Commission and the Comprehensive Master Plan. The proposed updates outdated language, clarifies the advisory role of the Planning Commission, and better aligns the Code with current planning practices, statutory authority, and how the Town of Castle Rock uses its Comprehensive Master Plan today.

Discussion

Staff is requesting Town Council direction to proceed with preparation of an ordinance amending Town Code provisions related to the Planning Commission and the Comprehensive Master Plan.

During the recent review of Town Code, staff identified that the existing language governing the Planning Commission's role and the content of the Comprehensive Master Plan has not been updated in many years. The proposed updates are intended to modernize and clarify the code and are not intended to expand or alter the fundamental authority of the Planning Commission or Town Council.

The proposed changes would:

- Clarify the Planning Commission's advisory role in the Comprehensive Master Plan process;
- Reinforce that the Comprehensive Master Plan is an advisory policy document;
- Make clear that the Comprehensive Master Plan does not adopt or amend zoning or subdivision regulations, but instead provides guidance for future regulatory actions;
- Improve overall readability and organization of the code language.

The comprehensive plan elements outlined in the code are intended to be broad in nature and do not preclude the incorporation of additional elements or topics that may be identified through public engagement or by the Town Council as beneficial to the community.

Some of the comprehensive plan elements may appear to overlap with planning efforts undertaken by other Town departments, such as Public Works, Castle Rock Water, and Parks and Recreation. The Comprehensive Master Plan is intended to serve as a coordinating policy document for the Town's planning and decision-making processes. It provides broad policy guidance to support coordination among Town departments and other public entities, while recognizing that such departments maintain separate, technical master plans and programmatic documents. Staff will review and consider additional language, as appropriate, to further clarify this relationship.

Reviewing and updating this code language at this time is beneficial as the Town prepares to initiate an update to the Comprehensive Master Plan. This discussion also provides a logical transition into planning for that future process.

Budget Impact

No fiscal impact is associated with these code amendments. The proposed changes are organizational and clarifying in nature and do not create new programs, staffing requirements, or regulatory obligations.

Staff Recommendation

At this time, staff is seeking Council direction to bring forward a formal ordinance for first reading that incorporates updates to Chapter 2.16 of the Castle Rock Municipal Code

Proposed Motion

"I move to direct staff to bring back an Ordinance with updates to Chapter 2.16 regarding the Planning Commission and Comprehensive Plan."

Attachments

Attachment A: Draft Ordinance

Meeting Date: January 20, 2026

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: Dave Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services
Brad Boland, AICP, Planning Manager

Title: **Discussion/Direction Planning Commission and the Comprehensive Plan (Chapter 2.16)**

Executive Summary

Staff is requesting Town Council consideration of proposed amendments to the Town Code related to the Planning Commission and the Comprehensive Master Plan. The proposed updates outdated language, clarifies the advisory role of the Planning Commission, and better aligns the Code with current planning practices, statutory authority, and how the Town of Castle Rock uses its Comprehensive Master Plan today.

Background

Town Council directed staff to review and return with recommended changes related to the Town's Boards and Commissions regarding various items such as term lengths, residency and attendance. As part of this effort, staff reviewed Chapter 2.16 of the Castle Rock Municipal Code, which addresses the Planning Commission and its role in relation to the Comprehensive Master Plan. Through this review, staff identified several areas where updates to the code language may be appropriate.

Pursuant to Chapter 2.16 of the Castle Rock Municipal Code, the Planning Commission is empowered to review and make recommendations to Town Council regarding the Comprehensive Master Plan and related planning matters. While the Planning Commission's role has remained consistent, the code language related to the Comprehensive Master Plan has not been updated in some time. Staff identified opportunities to refresh the language to improve clarity and better reflect current best practices for comprehensive planning.

Staff believes this is an appropriate time to consider updates to this language, as the Town is anticipated to undertake an update to the Comprehensive Master Plan in 2026.

Discussion

Staff is requesting Town Council direction to proceed with preparation of an ordinance amending Town Code provisions related to the Planning Commission and the Comprehensive Master Plan.

During the recent review of Town Code, staff identified that the existing language governing the Planning Commission's role and the content of the Comprehensive Master Plan has not been updated in many years. The proposed updates are intended to modernize and clarify the code and are not intended to expand or alter the fundamental authority of the Planning Commission or Town Council.

The proposed changes would:

- Clarify the Planning Commission's advisory role in the Comprehensive Master Plan process;
- Reinforce that the Comprehensive Master Plan is an advisory policy document;
- Make clear that the Comprehensive Master Plan does not adopt or amend zoning or subdivision regulations, but instead provides guidance for future regulatory actions;
- Improve overall readability and organization of the code language.

The comprehensive plan elements outlined in the code are intended to be broad in nature and do not preclude the incorporation of additional elements or topics that may be identified through public engagement or by the Town Council as beneficial to the community.

Some of the comprehensive plan elements may appear to overlap with planning efforts undertaken by other Town departments, such as Public Works, Castle Rock Water, and Parks and Recreation. The Comprehensive Master Plan is intended to serve as a coordinating policy document for the Town's planning and decision-making processes. It provides broad policy guidance to support coordination among Town departments and other public entities, while recognizing that such departments maintain separate, technical master plans and programmatic documents. Staff will review and consider additional language, as appropriate, to further clarify this relationship.

Reviewing and updating this code language at this time is beneficial as the Town prepares to initiate an update to the Comprehensive Master Plan. This discussion also provides a logical transition into planning for that future process.

Fiscal Impact

No fiscal impact is associated with these code amendments. The proposed changes are organizational and clarifying in nature and do not create new programs, staffing requirements, or regulatory obligations.

Recommendation

At this time, staff is seeking Council direction to bring forward a formal ordinance for first reading that incorporates updates to Chapter 2.16 of the Castle Rock Municipal Code

Proposed Motion

"I move to direct staff to bring back an Ordinance with updates to Chapter 2.16 regarding the Planning Commission and Comprehensive Plan."

Attachments

Attachment A: Draft Ordinance

ORDINANCE NO. 2026-___

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 2.16 OF THE CASTLE ROCK MUNICIPAL CODE REGARDING THE CASTLE ROCK PLANNING COMMISSION

WHEREAS, Town Council desires to provide clarity and updates to the Castle Rock Municipal Code (the "Code") regarding the Castle Rock Planning Commission and its role in reviewing and making recommendations on the Comprehensive Master Plan; and

WHEREAS, the Town Council has determined that amendments to the Code are necessary to provide said clarity and updates.

NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

Section 1. **Amendment**. Section 2.16.010 of the Castle Rock Municipal Code is amended to read as follows:

2.16.010 - Authorization.

There is authorized by this Chapter ~~in accordance with Section 31-23-202, C.R.S.,~~ the Castle Rock Planning Commission. ~~Except as modified or superseded by~~ IT IS THE INTENT OF THE TOWN COUNCIL THAT THE PROVISIONS OF this Chapter SHALL, IN ALL RESPECTS, SUPERSEDE the provisions of Parts 2 and 3, Article 23, Title 31, C.R.S., ~~shall be applicable to~~ WITH REGARD TO THE PURPOSES, POWERS, AND DUTIES OF the Planning Commission.

Section 2. **Amendment**. Section 2.16.030 of the Castle Rock Municipal Code is amended to read as follows:

2.16.030 - Powers.

A. The Planning Commission shall be empowered and authorized to review, act upon and advise the Town Council with respect to all zoning, rezoning, planning, subdividing, platting, annexation and other related activities as provided in the zoning and subdivision ordinances of the Town.

B. The Planning Commission is empowered to REVIEW AND make ~~and submit~~ RECOMMENDATIONS to the Town Council ~~for the Council's approval~~ REGARDING a COMPREHENSIVE master plan for the physical development of the municipality. The master plan ~~for the community of Castle Rock~~ IS INTENDED TO BE AN ADVISORY DOCUMENT TO GUIDE LAND DEVELOPMENT DECISIONS AND shall contain ~~the Planning Commission's recommendations with respect to~~ the following ~~matters~~:

1. ~~A comprehensive~~ POLICY GUIDANCE RELATED TO zoning and subdivision ~~ordinance together with a zoning plan~~ REGULATIONS;

2. Appropriate plans showing the general location, character and extent of streets, bridges, boulevards, parkways and other types of transportation corridors ~~within and without the community of Castle Rock~~;

3. A plan for the location and extent of public utilities, including, but not limited to, water and sewer development, public communications, gas and electrical extensions, together with the location and extent of other public improvements ~~to be created within the Town~~, such as parks, fire departments, police stations, schools and other public buildings; AND

4. Any ~~and all~~ plans for the eventual redesignation of specific areas within the community, ~~condemnation plans,~~ change of use plans or other alterations regarding the existing community structure.

~~C. The Planning Commission is empowered with any and all further powers delineated within Parts 2 and 3, Article 23, Title 31, C.R.S.~~

Section 3. **Repeal**. Section 2.16.110 of the Castle Rock Municipal Code is repealed in its entirety:

~~2.16.110 - Scope of Chapter.~~

~~This Chapter designates the purposes, powers and duties of the Planning Commission. The provisions of the statutory authority shall be applicable only in the instance of silence of this Chapter, or where the general intent of the Legislature as to scope and authority deemed proper for a Planning Commission can lend meaningful direction for the assistance and interpretation of this Chapter.~~

Section 4. **Severability.** If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. **Safety Clause.** The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

APPROVED ON FIRST READING this ___ day of _____, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this ___ day of _____, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Tara Vargish, Director of Development Services

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 17. **File #:** RES 2026-008

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, Director of Castle Rock Water
Mark Henderson, Assistant Director of Castle Rock water

Resolution Approving Intergovernmental Agreements by and Between the Town of Castle Rock, Acting by and Through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District, for the Purchase and Sale of Rights in the WISE Project and WISE Infrastructure Capacity and for the Delivery of Water *[WISE water to be used throughout Castle Rock Water's service area]*

Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution approving a Purchase and Sale Agreement with Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District for WISE Capacity (***see Attachment A***). The Purchase and Sale Agreement is for 250 acre-feet (AF) of Water Infrastructure Supply Efficiency (WISE) capacity including the water subscription and all associated infrastructure shares (Western Pipeline, Binney Connection and Pump Station, DIA Connection, Ridgegate Pipeline, and all other associated infrastructure including future commitments to fund salinity management infrastructure). The purchase price is $2,138,388.05 as shown in the agreement (***see Exhibit 1 of Attachment A***).

CRW has evaluated the price, and the price includes what Pinery has paid for the actual shares and infrastructure. The price also does include a recovery of operational costs for the Pinery. CRW believes that the price including this operational component still provides excellent value given the cost of other renewable water resource supplies and the fact that the infrastructure for WISE is already in place.

CRW has invested $63.8M in WISE project shares since 2013. CRW currently owns 2,000 AF of WISE shares including associated shares in all of the infrastructure. Attachment B provides a map of all of the WISE infrastructure. The only remaining piece of infrastructure to be constructed in accordance with the WISE Water Delivery Agreement is a salinity management facility. Currently, this facility needs to be completed by 2030. CRW has reserved $57M in our five-year capital plan to fund CRW's portion of this facility. This $57M also includes the amounts needed to fund the portion of the facility that would be funded by the Pinery if CRW proceeds with the purchase of Pinery's shares.

The WISE project is one of two long-term, imported renewable water projects that CRW has been implementing since 2013 as part of our Water Resources Strategic Master Plan. The goal of the Plan is to achieve 75% renewable water supplies by 2050 and 100% renewable water supplies in a typical hydrologic year by 2065. Water deliveries from WISE started in 2018. To date, the largest amount of WISE water CRW has received in any given year is 1,242 AF of WISE water. WISE water is fully reusable to extinction. To date this year, CRW has provided 33% renewable water supplies. Starting in June of this year will be the first WISE year (June to May) where CRW anticipates receiving our full subscription of 2,000 AF.

Budget Impact

This item was not included in the 2025 budget. There is adequate excess WISE funding in the 2025 budget, however, with the purchase of these WISE shares, the salinity management capital costs will not accrue to the 2025 budget as they have already been reserved with capital funding along with CRW's portion. The total purchase price for the Pinery WISE capacity and infrastructure is $2,138,388.05. This will be funded through the WISE Infrastructure account 211-4375-443.77-72, which has a balance of $5,031,354.

Staff Recommendation

Staff recommends Council approve the Resolution as presented and CRW proceed with the purchase of the 250 AF of Pinery WISE water shares including the corresponding infrastructure capacity.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions

"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).

"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

Staff Report
Attachment A: Resolution
Exhibit 1: Purchase and Sale Agreement
Exhibit 2: IGA - Water Delivery Agreement
Attachment B: Map of WISE Infrastructure

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Mark Henderson, Assistant Director of Castle Rock Water

Title: **Resolution Approving a Purchase and Sale Agreement with Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District for WISE Capacity** *[WISE water to be used throughout Castle Rock Water's service area]*

Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution approving a Purchase and Sale Agreement with Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District for WISE Capacity (see ***Attachment A***). The Purchase and Sale Agreement is for 250 acre-feet (AF) of Water Infrastructure Supply Efficiency (WISE) capacity including the water subscription and all associated infrastructure shares (Western Pipeline, Binney Connection and Pump Station, DIA Connection, Ridgegate Pipeline, and all other associated infrastructure including future commitments to fund salinity management infrastructure). The purchase price is $2,138,388.05 as shown in the agreement (see Exhibit 1 of ***Attachment A***).

CRW has evaluated the price, and the price includes what Pinery has paid for the actual shares and infrastructure. Also, the price includes a recovery of operational costs for the Pinery. CRW believes that the price including this operational component still provides excellent value given the cost of other renewable water resource supplies and the fact that the infrastructure for WISE is already in place.

As part of this agreement, the Town will also enter into a Water Delivery Agreement (Exhibit 2) with the Pinery to provide water service at the interconnect on an as-available, as-needed basis during the months of June, July, and August. Wholesale water will be delivered at the all-in WISE cost, currently $10.07 per kgal, and updated annually.

CRW has invested $63.8M in WISE project shares since 2013. CRW currently owns 2,000 AF of WISE shares including associated shares in all of the infrastructure. ***Attachment B*** provides a map of the WISE infrastructure. The only remaining piece of infrastructure to be constructed

in accordance with the WISE Water Delivery Agreement is a salinity management facility. Currently, this facility needs to be completed by 2030. CRW has reserved $57M in our five-year capital plan to fund CRW's portion of this facility. This $57M also includes the amounts needed to fund the portion of the facility that would be funded by the Pinery if CRW proceeds with the purchase of Pinery's shares.

The WISE project is one of two long-term, imported renewable water projects that CRW has been implementing since 2013 as part of our Water Resources Strategic Master Plan. The goal of the Plan is to achieve 75% renewable water supplies by 2050 and 100% renewable water supplies in a typical hydrologic year by 2065. Water deliveries from WISE started in 2018. To date, the largest amount of WISE water CRW has received in any given year is 1,242 AF of WISE water. WISE water is fully reusable to extinction. In 2025, CRW provided 30% renewable water supplies. This year will be the first WISE year (June 2025 to May 2026) where CRW anticipates receiving our full subscription of 2,000 AF.

Notification and Outreach Efforts

CRW has done outreach to customers since 2013 on the importance of the WISE project as part of the Water Resources Strategic Master Plan and the goal to achieve 75% renewable water supplies by 2050. This proposed purchase will help CRW meet the goal sooner, and the benefits will continue to be communicated to customers as part of CRW's outreach on the long-term water plan.

History of Past Town Council, Boards & Commissions, or Other Discussions

This item was presented to the CRW Commission on August 27, 2025. CRW Commission voted unanimously, 7 to 0 to recommend Council proceed with the purchase of the Pinery WISE water shares. Additional Town Council and CRW Commission discussions on WISE can be found in the full project records for the WISE project going back to before 2013.

Discussion

In 2013, the Town of Castle Rock became a member of the South Metro WISE Authority (SMWSA) which, later that year, entered into the Water Infrastructure and Supply Efficiency (WISE) Partnership with Denver Water and Aurora Water upon full execution of the Water Delivery Agreement (WDA). Since that time, Castle Rock has been a participant in the WISE Project and began receiving WISE water in April 2018.

WISE water is provided to members of SMWSA using Aurora Water's Prairie Waters Project (PWP) which captures renewable and reusable water supplies on the South Platte River. The water captured and conveyed by PWP consists of supplies owned by both Aurora Water and Denver Water to varying degrees depending on hydrologic conditions. This partnership provides water to SMWSA members in hydrologically wet and normal years and provides Denver Water with an emergency drought supply 15 out of every 100 years.

The members of SMWSA have ownership of the subscription to WISE water as shown in Table 1. CRW is currently a 20% owner in the total SMWSA subscription of 10,000 AF per year on average or 100,000 AF over a 10-year period. In addition, each SMWSA member

owns varying capacities in the WISE infrastructure used to move the pro rata shares of WISE water. Purchase of the 250 AF of Pinery shares will raise CRW's ownership to 2,250 AF or 22.5% of the total.

The purchase also includes capacity in the Ridgegate Pipeline, the Western Pipeline, the Denver International Airport (DIA) connection and the Binney Connection and Pump Station as well as all the associated infrastructure. This purchase does not increase the overall capacity in what is known as the local WISE infrastructure which includes the Canyons Pipeline, Outter Marker Road Pipeline, Parker Midsection Pipeline and Parker's pump station. The local infrastructure has adequate capacity for CRW to move the additional supply that would come with this purchase. ***Attachment B*** shows all the WISE infrastructure that CRW uses.

Table 1. WISE Pro Rata Ownership

Member	Pro Rata AF	Ownership
Town of Castle Rock	2000	20%
PWSD	1600	16%
Dominion	1325	13%
Highlands Ranch	1000	10%
Stonegate	1000	10%
Rangeview	900	9%
Meridian	775	8%
Pinery	500	5%
Inverness	500	5%
Cottonwood	400	4%
Total	10000	100%

The overall capital cost of WISE water for CRW to date has been $31,920 per AF. Once a salinity management facility is constructed, this number will approach $60,000 per AF. However, one of the benefits of this purchase is that it will reduce the overall per AF cost of WISE while providing more total WISE capacity since no additional local WISE infrastructure will be needed.

Budget Impact

There is adequate excess WISE funding in the 2026 budget, however, with the purchase of these WISE shares, the salinity management capital costs will not accrue to the 2026 budget as they have already been reserved with capital funding along with CRW's portion. The total purchase price for the Pinery WISE capacity and infrastructure is $2,138,388.05. This will be funded through the WISE Infrastructure account 211-4375-443.77-72, which has a balance of $6,658,238.00.

Staff Recommendation

Staff recommends Council approve the Resolution as presented and CRW proceed with the purchase of the 250 AF of Pinery WISE water shares including the corresponding infrastructure capacity.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions

"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).

"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

Attachment A: Resolution Approving the Purchase and Sale Agreement
Exhibit 1: Purchase and Sale Agreement
Exhibit 2: Water Delivery Agreement
Attachment B: Map of WISE Infrastructure

RESOLUTION NO. 2026-008

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS BY AND BETWEEN THE TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE, AND DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & SANITATION DISTRICT, FOR THE PURCHASE AND SALE OF RIGHTS IN THE WISE PROJECT AND WISE INFRASTRUCTURE CAPACITY AND FOR THE DELIVERY OF WATER

WHEREAS, the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise (the "Town"), and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District (the "District") are parties to the South Metro WISE Authority (the "Authority") Formation and Organizational Intergovernmental Agreement ("Organizational Agreement"); and

WHEREAS, the Organizational Agreement, as amended, sets forth the members' subscription amounts in the Water Infrastructure Supply Efficiency Project (the "WISE Project") and the members' rights and obligations arising therefrom (collectively, the "WISE Project Rights"); and

WHEREAS, the District's WISE Project Rights are currently 500 acre-feet, which amount is equal to a 5% pro-rata share of the total capacity in the WISE Project; and

WHEREAS, pursuant to Section 14 of the Organizational Agreement, members of the Authority are authorized to sell and convey their rights in the WISE Project to one or more other Authority members without restriction; and

WHEREAS, the Town desires to purchase 250 acre-feet of the District's WISE Project Rights, as well as the District's shares in the East Cherry Creek Valley Western Pipeline, the Binney Water Purification Facility and Pump Station Connection, the DIA Connection, the Ridgegate Pipeline, and all other appurtenant infrastructure, including a future commitment to fund salinity management infrastructure; and

WHEREAS, the Town and the District have negotiated the terms and conditions of intergovernmental agreements for (i) the purchase and sale of a portion of the District's rights in the WISE project and WISE infrastructure capacity and, in connection therewith, (ii) the delivery of wholesale water service from the Town to the District (collectively, the "IGAs"); and

WHEREAS, at their meeting on August 27, 2025, the Castle Rock Water Commission voted unanimously to recommend Town Council approval of the IGAs; and

WHEREAS, the Town Council hereby finds and determines that it is in the best interests of the Town and its residents to enter into the IGAs with the District.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Approval-PSA**. The Intergovernmental Agreement by and between the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District for Purchase and Sale of Rights in the WISE Project and WISE Infrastructure Capacity (the "PSA") is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 2. **Approval-WDA**. The Intergovernmental Agreement by and between the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District (Water Delivery Agreement)(the "WDA") is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 3. **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligations under the PSA, the Town Council authorizes the expenditure and payment in an amount not to exceed $2,138,388.05, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of __ for and __ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK:

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director, Castle Rock Water

AGREEMENT FOR PURCHASE AND SALE
OF RIGHTS IN THE WISE PROJECT AND WISE INFRASTRUCTURE CAPACITY

This Agreement for Purchase and Sale of WISE Capacity ("Agreement") is made and entered into this _____ day of _____, 2026, and is by and between the Town of Castle Rock, a home rule municipality and political subdivision of the State of Colorado ("Castle Rock"), acting by and through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Pinery").

RECITALS

A. Pinery and Castle Rock are parties to the South Metro WISE Authority Formation and Organizational Intergovernmental Agreement ("Organizational Agreement") the primary purpose of which is to create the South Metro WISE Authority ("Authority") to facilitate the WISE Project; and

B. The Organizational Agreement, as amended, sets forth the Members' Subscription Amounts in the WISE Project and the Members' rights and obligations arising therefrom ("Members WISE Project Rights"); and

C. The Pinery's Members WISE Project Rights are currently 500 acre-feet (ac-ft), equal to a 5% Pro-Rata Share; and

D. Pursuant to Section 14 of the Organizational Agreement, Members of the Authority are authorized to sell and convey their rights in the Members WISE Project Rights to one or more other Authority Members without restriction; and

E. Castle Rock desires to purchase 250 ac-ft of the Pinery's Members WISE Project Rights subject to the terms and conditions contained herein; and

F. The Authority is a party to the Purchase Agreement effective September 18, 2014 ("Purchase Agreement") for the East Cherry Creek Valley Western Pipeline (the "Western Pipeline") and the State Land Board Line (the "SLB Pipeline") which defines assets purchased by the WISE Authority; and

G. The Authority, East Cherry Creek Valley Water & Sanitation District, and the City and County of Denver Acting by and through its Board of Water Commissioners, are parties to that certain Agreement for the Operation of Shared Infrastructure, fully executed as of October 21, 2014, as amended, which sets forth, in part, the obligations of the parties thereto related to cost sharing for capital replacements, capital improvements, operations, and maintenance of Shared Facilities (as defined therein), which includes the Western Pipeline; and

H. Pinery holds a right to capacity in the Western Pipeline and SLB Pipeline as described in **Exhibit A** attached hereto ("Members Pipeline Capacity") and desires to sell to Castle

Rock a portion of its respective Members Pipeline Capacity in the Western Pipeline (including appurtenant capacity in the Smoky Hill Tank and other improvements) and in the SLB Pipeline; and

I. Castle Rock desires to purchase a portion of Pinery's Members Pipeline Capacity subject to the terms and conditions contained herein; and

J. The Authority is a party to that certain Amended and Restated WISE Partnership-Water Delivery Agreement effective October 21, 2014 (the "WDA"), that certain Agreement for the Operation of Shared Infrastructure (the "OSI") dated October 21, 2014, that certain Modifications Agreement effective October 21, 2014 ("Mods Agreement"), and other agreements, which collectively set forth the benefits and obligations of Authority Members regarding the Binney Water Purification Facility (the "Binney Plant") located north of the Aurora Reservoir and the associated Binney Plant Connection, the Denver International Airport (DIA) Connection (the "DIA Connection") located near the Denver International Airport, and the implementation of a total dissolved solids (TDS) management solution ("Salinity Management")(collectively, the Binney Agreements"); and

K. As a Member of the Authority, Castle Rock agrees that it has reviewed and is familiar with each agreement pertaining to a Member's benefits and obligations regarding the assets to be transferred herein, regardless of whether such agreement is specifically identified above; and

L. Pinery holds a right to capacity in the Binney Pump Station and Binney Pump Station Connection as described in **Exhibit A** attached hereto ("Members Binney Capacity"); and

M. Castle Rock desires to purchase a portion of the Pinery's Members Binney Capacity subject to the terms and conditions contained herein; and

N. Pinery holds a right to capacity in the DIA Connection as described in **Exhibit A** attached hereto ("Members DIA Capacity"); and

O. Castle Rock desires to purchase a portion of the Pinery's Members DIA Capacity subject to the terms and conditions contained herein; and

P. Castle Rock and Pinery are party to the Intergovernmental Water Infrastructure Cost Sharing, Construction and Capacity Allocation Agreement (the "Ridgegate Construction Agreement") dated June 6, 2016, and other agreements, which collectively set forth the benefits and obligations of Ridgegate Members regarding the Ridgegate Pipeline (collectively, "the Ridgegate Agreements"); and

Q. Pursuant to Section 4 of the Ridgegate Construction Agreement, Parties are authorized to sell and convey their rights in the Ridgegate Pipeline to one or more other Parties without restriction; and

R. Pinery holds a right to capacity in the Ridgegate Pipeline as described in **Exhibit A** attached hereto ("Members Ridgegate Pipeline Capacity") and desires to sell to Castle Rock a

portion of its respective Members Ridgegate Pipeline Capacity in exclusively the Ridgegate Pipeline;

S. Castle Rock desires to purchase a portion of the Pinery's capacity in the Ridgegate Pipeline subject to the terms and conditions contained herein;

T. Pinery and Castle Rock are members of the Cherry Creek Project Water Authority ("CCPWA"), a quasi-municipal corporation and political subdivision of the State of Colorado established pursuant to Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. §§ 29-1-203 and 204.2;

U. Castle Rock and Pinery are parties to that certain Intergovernmental Agreement Between Denver Southeast Suburban Water & Sanitation District D/B/A Pinery Water & Wastewater District and The Town Of Castle Rock (Cherry Creek Project Water Authority Water Delivery Agreement) dated May 17, 2022 (the "Delivery Agreement"); and

V. The Delivery Agreement sets forth the terms and conditions upon which the Parties agreed to operate a pipeline connection between the Parties' respective service areas (the "Interconnect"), among other agreements related thereto.

Castle Rock and Pinery intend that this Agreement set forth their entire understanding and agreement regarding the terms and conditions upon which Pinery is selling a portion of its respective Members Pipeline Capacity in the Western Pipeline, its respective Members Binney Capacity, and its respective capacity in the Ridgegate Pipeline. It is the intention of the parties that all prior negotiations, discussions, offers and agreements between them regarding the purchase of such rights be merged and incorporated in this Agreement, except as otherwise stated. For purposes of this Agreement, "Members Pipeline Capacity", "Members Binney Capacity", "Members DIA Capacity", and "Members Ridgegate Pipeline Capacity" are sometimes jointly referred to herein as "Members Capacity".

AGREEMENT

In consideration of the mutual promises and covenants herein contained, and the recitals set forth above which are hereby incorporated, Castle Rock and Pinery agree as follows:

1. Definitions. All capitalized terms in this Agreement not otherwise defined herein shall have the meaning as defined in the Organizational Agreement, the WDA, the OSI, the Mods Agreement, and/or the Ridgegate Construction Agreement as the case may be.

2. Sale of Members Rights and Capacity. Subject to the terms of this Agreement, Pinery agrees to sell to Castle Rock a portion of its respective Members WISE Project Rights, Members Pipeline Capacity, its respective Members Binney Capacity, its respective Members DIA Capacity, and its respective Ridgegate Pipeline capacity, each as described in **Exhibit A** (the "Purchased Shares") and transfer to Castle Rock all rights and responsibilities of Pinery associated with the Purchased Shares pursuant to the Organizational Agreement, the Binney Agreements, and the Ridgegate Agreements.

3. Consideration.

a. Purchase Price and Terms. The total purchase price for the Purchased Shares is Two Million One Hundred Thirty-Eight Thousand Three Hundred Eighty-Eight and 05/100 Dollars **($2,138,388.05**) (the "Purchase Price"). The Purchase Price shall be paid in full on or before January 31, 2026, and shall be made in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and cashier's check ("Good Funds") delivered as instructed by Pinery.

b. Additional Consideration. In addition to the Purchase Price, Castle Rock covenants and agrees as follows:

i. Castle Rock will enter into an intergovernmental agreement in the form attached hereto as **Exhibit B**, whereby Castle Rock will agree to provide the Pinery with water service via the Interconnect on a wholesale basis, up to 0.75 million gallons per day (mgd) during the month of June, July and August, with the actual amounts of water provided on an as-needed and as-available basis with as-available determined solely at the discretion of Castle Rock;

ii. Castle Rock agrees not to participate in the expansion of Walker Reservoir and will support the District during negotiations with other CCPWA members to secure to the Pinery the maximum possible amount of capacity in the event of an expansion of Walker Reservoir; and

iii. In the event that Cottonwood, Inverness, and/or any other CCPWA member, decides to sell their interest in CCPWA, Castle Rock agrees that the Pinery shall have the right of first refusal to purchase such interest and increase the Pinery's membership rights in the CCPWA, up to fifty percent (50%).

4. Delivery of Purchased Shares. Upon receipt of the Purchase Price, Pinery shall deliver to Castle Rock an executed Bill of Sale (the "Bill of Sale") in the form attached hereto as **Exhibit C**. Upon delivery of the Bill of Sale, Castle Rock shall have full use of the Purchased Shares and shall be fully responsible for the costs allocated to the Members that are based on the Members Pipeline Capacity, Members Binney Capacity, and the Ridgegate Pipeline Capacity attributable to the Purchased Shares, pursuant to Section 6 of the Organizational Agreement, the Binney Agreements, and the Ridgegate Agreements respectively. Castle Rock and Pinery shall notify the Authority of the new allocation of their respective Members Capacity resulting from this Agreement as set forth in **Exhibit A**.

5. Representations, Covenants, and Agreements of Pinery. Pinery represents and covenants as follows:

a. Pinery is a political subdivision duly organized and existing under the Constitution and laws of the State of Colorado. Pinery has taken all necessary actions and is duly authorized to enter into this Agreement and to carry out its obligations hereunder.

b. There is no litigation or proceeding pending or, to the best of Pinery's knowledge, threatened against Pinery affecting the right of Pinery to execute this Agreement or

the ability of Pinery to take the actions required hereunder or to otherwise comply with the obligations contained herein.

c. Pinery covenants and agrees to comply with any applicable covenants and requirements set forth in the Organizational Agreement, the Binney Agreements, and the Ridgegate Agreements and to take such actions as necessary to facilitate the transfer of the Purchased Shares pursuant to the terms thereof.

6. Representations and Covenants of Castle Rock. Castle Rock represents and covenants as follows:

a. Castle Rock is a political subdivision of the State of Colorado which has the lawful authority to acquire the Purchased Shares from Pinery.

b. Castle Rock shall not pledge or assign its right, title and interest in and to: (1) this Agreement; or (2) the Purchased Shares and attendant rights and obligations that may be derived under this Agreement or assign, pledge, mortgage, encumber or grant a security interest in its right, title and interest in, to and under this Agreement or the Purchased Shares until such time as the Purchase Price has been delivered to Pinery.

c. There is no litigation or proceeding pending against Castle Rock affecting the right of Castle Rock to enter into this Agreement and perform its obligations hereunder or thereunder.

d. Castle Rock shall be responsible for applying for, obtaining, and complying with any and all necessary requirements for Castle Rock's use of the Purchased Shares under the Organizational Agreement, the Binney Agreements, and the Ridgegate Agreements and to take all actions necessary to facilitate the transfer of the Purchased Shares pursuant thereto.

7. Future Cooperation. Pinery and Castle Rock, for themselves, their respective agents, representatives and assigns, agree to provide to each other and the Authority, its agents, representatives, experts and attorneys, such information and documentation as may be reasonably necessary to implement this Agreement.

8. Notices. Notices under this Agreement and other mailings to the parties shall be sent to the parties at the address for notifications on file with the Authority and a copy of any notices hereunder shall be sent to the Authority.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. Anti-Merger Clause. This Agreement shall not merge with either the Organizational Agreement, the Binney Agreements, or the Ridgegate Agreements referenced herein.

11. Execution. This Agreement may be executed in duplicate originals as of the date first above written. When each party has executed a copy thereof, such copies taken together shall

be deemed a full and complete agreement between the parties. The date last signed by either party shall be the execution date.

12. Agents. Castle Rock and Pinery each warrant that neither has retained any real estate broker or real estate agent who would be due a commission or other fee as a result of the closing of this transaction.

13. Modification of Agreement. No subsequent modification of any of the terms of this Agreement shall be valid or enforceable unless made in writing and signed by both parties hereto.

14. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Castle Rock and Pinery, and their respective successors and assigns, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of Castle Rock and Pinery that any person other than Castle Rock or Pinery receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

17. Non-Waiver of Governmental Immunity. The parties, their directors, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S §§ 24-10-101, *et. seq.*, as the same may be amended.

18. Entire Agreement. This Agreement constitutes the entire understanding between the parties relating to the subject thereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Castle Rock and Pinery have executed this Agreement as of the date first set forth above.

PINERY:

Denver Southeast Suburban Water and Sanitation District d/b/a Pinery Water and Wastewater District

By:_____
Walter Partridge, Chairman

ATTEST:

_____
Jim McGannon, Secretary

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director, Castle Rock Water

EXHIBIT A

	Pinery Current Capacity Owned	Cost to Date (USD)	TCR Capacity to purchase	Cost to TCR (USD)
WISE Project Rights*	500 AF	$972,040.89	250 AF	$486,020.45
Western Pipeline and Modifications	0.50 mgd	$1,171,376.86	0.25 mgd	$585,688.43
DIA Connection	500 AF	$734,368.95	250 AF	$367,184.47
Binney Pump Station and Connection	0.50 mgd	$762,054.94	0.25 mgd	$381,027.47
Ridgegate Pipeline	0.50 mgd	$613,982.21	0.25 mgd	$306,991.11
Salinity Management Project	500 AF	$22,952.25	250 AF	$11,476.13
SLB Pipeline	N/A	N/A	Pro-rated based on WISE Authority Records	$0.00
			TOTAL	**$2,138,388.05**

* Includes South Metro WISE Authority Operations and costs and Operational Reserve

EXHIBIT B

[FORM OF INTERGOVERNMENTAL AGREEMENT]

INTERGOVERNMENTAL AGREEMENT BETWEEN DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & WASTEWATER DISTRICT AND THE TOWN OF CASTLE ROCK (WATER DELIVERY AGREEMENT)

THIS **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____ , 2026 (the "Effective Date"), by and between **DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & WASTEWATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Pinery") and **THE TOWN OF CASTLE ROCK, A HOME RULE MUNICIPAL CORPORATION, ACTING BY AND THROUGH THE TOWN OF CASTLE ROCK WATER ENTERPRISE** ("Castle Rock") (individually a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, each of the Parties operates a water delivery system to provide water service to their customers; and

WHEREAS, the Parties entered into the Emergency Connection and Reimbursement Agreement dated December 22, 2011 related to the provision of potable water during emergencies (the "Emergency Interconnect IGA"); and

WHEREAS, the pursuant to the Emergency Interconnect IGA, the parties constructed the Interconnect; and

WHEREAS, the Parties entered into the Intergovernmental Agreement Between Denver Southeast Suburban Water and Sanitation District d/b/a/ Pinery Water & Wastewater District and the Town of Castle Rock (Cherry Creek Project Water Authority Water Delivery Agreement) dated May 17, 2022 related to delivery of the Castle Rock's interest in the Cherry Creek Project Water Authority ("CCPWA") water via the Interconnect (the "CCPWA IGA"); and

WHEREAS, Pinery desires to receive water service via the Interconnect on a wholesale basis; and

WHEREAS, Castle Rock is willing to provide wholesale water service to Pinery via the Interconnect, subject to the terms of this Agreement.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. **DEFINITIONS.** The following terms, when capitalized, have the meanings indicated:

A. ”Interconnect” means the existing pipeline connection between Castle Rock’s water system and the Pinery’s water system whereby potable water may be delivered from one party to the other party near Mentha Drive and Carefree Trail along the Parties’ service boundaries depicted on map identified as **Exhibit A** to this Agreement. The Interconnect is used to deliver water pursuant to the Emergency Interconnect IGA, the CCPWA IGA and this Agreement.

B. “MGD” means million gallons per day.

C. “AF” means acre-feet.

D. “KGal” means per 1000 gallons.

E. “Castle Rock WISE Water Cost” means the total cost incurred by the Town to obtain delivery of water pursuant to Castle Rock’s participation in South Metro WISE Authority, including the cost of WISE Water plus all costs of pumping and transmitting WISE Water through infrastructure owned by Castle Rock and third parties.

F. “WISE Water” means water delivered to Castle Rock based on its participation in the South Metro WISE Authority.

G. “Pinery Rate” means the then-current delivery rate charged to Pinery per KGal.

2. **RATE AND VOLUME OF WATER.** Pursuant to this Agreement, Castle Rock agrees to deliver to up to 0.75 MGD of potable water to the Pinery through the Interconnect during the months of June, July, and August, with the actual amounts of water provided on an as-needed and as-available basis. The maximum volume shall not exceed 71.3 AF per month or 209.5 AF feet annually. The minimum volume is 0 AF. Castle Rock shall have sole discretion to determine whether Castle Rock has water available for delivery to the Pinery. This is in addition to any water Pinery is authorized to take, pursuant to the Emergency Interconnect IGA.

3. **QUALITY OF WATER**. All water delivered from Castle Rock to Pinery through the Interconnect pursuant to this Agreement shall meet all state and federal safe drinking water regulatory requirements as such may exist now or in the future, including, without limitation, the Safe Drinking Water Act and Colorado Primary Drinking Water Regulations (5 CCR 1002-1), as amended from time to time. If either party becomes aware of any degradation in water quality that falls below these regulatory requirements, such party shall immediately notify the other party of such fact and cease all deliveries of water until such degradation is remedied.

4. **DELIVERY WATER RATE.** For water deliveries to Pinery pursuant to this Agreement, Pinery agrees to pay the Pinery Rate. The Pinery Rate shall be equal to Castle Rock WISE Water Cost. The Castle Rock WISE Water Cost is $10.07 per KGal in 2026. The Castle Rock WISE Water Costs will be updated annually in accordance with Castle Rock’s standard rate making process. Castle Rock shall provide Pinery written notice of any change to the Pinery Rate before

the end of each calendar year. Castle Rock shall invoice the Pinery monthly for any water deliveries. Pinery shall pay Castle Rock within forty-five (45) days of receipt of the invoices.

5. **NOTICE OF REQUEST FOR DELIVERIES.** The Pinery shall provide written notice to Castle Rock seven (7) days in advance of its desire to receive water through the Interconnect under this Agreement. The notice shall include the flow rate in MGD, the volume per month in AF and total volume in AF. As soon as practicable, the Town shall inform Pinery in writing of the flow rate and volume of water available and the anticipated commencement of deliveries under the Agreement.

6. **CAPITAL IMPROVEMENTS AND COSTS.**

A. The Pinery is responsible for making and infrastructure upgrades downstream of the Interconnect necessary to take delivery of water from Castle Rock through the Interconnect. The Pinery is responsible all costs associated with the upgrades, including but not limited to design, permitting, construction, operation, maintenance, repair and replacement costs.

B. The Pinery and Castle Rock shall enter into a separate agreement, if there are any infrastructure upgrades needed upstream of the Interconnect to make deliveries of water to Pinery through the Interconnect. Castle Rock agrees to cooperate with the Pinery on any upgrades upstream of the Interconnect.

C. The ownership of and maintenance obligations for the Interconnect are governed by Sections 2, 3 and 6 of the Emergency Interconnect IGA.

7. **REUSABLE WATER RIGHTS**. If Castle Rock's water delivered to the Pinery under this Agreement is decreed for use, reuse and successive use to extinction, then Pinery will have the right to reuse that water to extinction. Castle Rock has no obligation to provide any specific water to Pinery or to provide Pinery with water available for reuse and successive use to extinction**.** Despite references to WISE Water and the WISE Water Rate, the Town has no obligation to deliver WISE Water to Pinery**.**

8. **ACCOUNTING FOR WATER DELIVERIES.** The water delivered by Castle Rock to Pinery at the Interconnect under this Agreement shall be measured through a water meter with an expected range of flows within a +/- 1% accuracy. Castle Rock shall read the meter and provide accounting to Pinery on a monthly basis. The accounting shall indicate whether the water is available for reuse and successive use to extinction**.**

9. **DEFAULT/REMEDIES.** The failure of either Party ("Defaulting Party") to perform any material covenant, agreement, obligation or provision of this Agreement shall constitute an event of default ("Default"). In the event that one Party deems the other Party to be in Default, it shall provide written notice indicating the Default. The Defaulting Party shall have thirty (30) days from the date of the notice to cure the Default or, if such Default is not capable of being cured within thirty (30) days, cure of such Default shall commence and be diligently pursued to completion. In no event shall the cure period exceed thirty (30) days for monetary Defaults, or sixty (60) days for

non-monetary Defaults, except by written consent of the non-Defaulting Party. In the event the Defaulting Party fails to cure the Default in accordance with this Section, the non- Defaulting Party may pursue all available remedies at law or equity. In any legal action, to the extent allowed by law, the prevailing Party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other Party.

10. **MISCELLANEOUS**.

A. Appropriations. Any monetary obligation under this Agreement shall be subject to annual appropriation by the governing body of each Party. A failure of either Party to appropriate any annual monies required under this Agreement shall result in the termination of this Agreement on December 31 of the last calendar year for which such monies were appropriated. In such event, each Party's only financial obligation shall be the payment of fees and expenses incurred up to and including the effective date of termination. Nothing set forth herein shall make or constitute this Agreement as a multiple-year fiscal obligation of either Party, nor shall it constitute or create a debt on the part of either Party.

B. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

C. Entire Agreement. This Agreement and the Emergency Interconnect IGA constitute the entire agreement between the parties relating to the subject matter thereof, and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

D. Conflict Between Agreements. The Emergency Interconnect IGA shall remain in full force and effect. In the event of an irreconcilable conflict between this Agreement and the Emergency Interconnect IGA, the terms of this Agreement shall govern.

E. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

F. Counterpart Execution. The Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

G. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties or their officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity that may be afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

H. Assignability. This Agreement may be assigned, pledged or transferred, in whole or in part, by either Party, but only with the prior written consent of the other Party to this Agreement.

I. No Public Dedication/No Third-Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third-party beneficiary interests are created nor intended to be created by this Agreement.

J. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

K. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given three (3) days after deposit in the United States mail.

If to Castle Rock:	Town of Castle Rock Attn: Director of Castle Rock Water 175 Kellogg Court Castle Rock, CO 80109
with copy to:	Town of Castle Rock Attn: Town Attorney 100 N. Wilcox Street Castle Rock, CO 80104
If to Pinery:	Pinery Water and Wastewater District Attn: District Manager 5242 Old Schoolhouse Rd Parker, CO 80134
with copy to:	c/o: Folkestad Fazekas Barrick & Patoile, P.C. Attn.: Joe D. Kinlaw, General Counsel 18 S. Wilcox Street, Suite 200 Castle Rock, CO 80104

L. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

K. Recordation. The Parties agree that this Agreement shall be recorded in the records

of the Clerk and Recorder for Douglas County, Colorado.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the successors and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Effect of Invalidity. If any provision of this Agreement is held illegal, invalid or unenforceable under present of future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision was not a part hereof.

O. Force Majeure. Subject to the terms and conditions of this paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: i) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; ii) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and iii) the non-performing party proceeds with all necessary diligence to remedy its inability to perform, As used herein, force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control and without the fault or negligence of the party, including, without limitation, (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, rock slides, avalanches, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the party, (e) terrorism, (f) war, (g) riots, (h)fire, (i) explosion, (j) extreme weather, (k) extreme snow, (l) blockades, (m) insurrection, (n) strike, slowdown or other labor disruptions, and/or (o) pandemics.

[**Signature Pages Follow]**

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

ATTEST:	**TOWN OF CASTLE ROCK**
_____	_____
Lisa Anderson, Town Clerk	Jason Gray, Mayor
Approved as to form:	**Approved as to content:**
_____	_____
Michael J. Hyman, Town Attorney	Mark Marlowe, Director Castle Rock Water

[Signatures Continue on Following Page]

PINERY:
DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT, D/B/A PINERY WATER AND WASTEWATER DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Walter E. Partridge, Chairman

ATTEST:

By: _____
Jim McGannon, Secretary

EXHIBIT C

[FORM OF BILL OF SALE]

BILL OF SALE
[RIGHTS IN THE WISE PROJECT AND WISE INFRASTRUCTURE CAPACITY]

KNOW ALL PERSONS BY THESE PRESENTS that the **DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado **D/B/A PINERY WATER AND WASTEWATER DISTRICT** (the "Pinery") in consideration of the receipt of the sum of **Two Million One Hundred Thirty-Eight Thousand Three Hundred Eighty-Eight and 05/100 Dollars ($2,138,388.05)** (the "Purchase Price"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, transferred and delivered and by these presents does bargain, sell, grant, convey, transfer and deliver unto the **TOWN OF CASTLE ROCK**, a home rule municipality and political subdivision of the State of Colorado, by and through the Castle Rock Water Enterprise ("Castle Rock") (each individually a "Party" and collectively, the "Parties"), the following goods, rights and interests set forth herein (capitalized terms used herein, if not separately defined in this Bill of Sale, will have the same meanings ascribed to them in that certain Agreement for Purchase and Sale of Rights in the WISE Project and WISE Infrastructure Capacity, dated January 20, 2026, by and between Castle Rock and Pinery), each as more specifically set forth on **Exhibit 1**, attached hereto and incorporated herein by this reference:

1. WISE Project Rights;
2. Member's Pipeline Capacity in the Western Pipeline and Modifications (which includes the Smoky Hill Tank and other improvements);
3. The SLB Pipeline;
4. Member's rights and obligations related to Binney Capacity in the future Binney Connection and Binney Pump Station;
5. Member's rights and obligations related to DIA Capacity in the DIA Connection;
6. Member's rights and obligations related to the Ridgegate Pipeline Capacity in the Ridgegate Pipeline.

This Bill of Sale may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Bill of Sale. In addition, the parties agree to recognize signatures of this Bill of Sale transmitted by telecopy or email as if they were original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pinery and Castle Rock have executed this Bill of Sale, effective _____, 2026

DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT D/B/A PINERY WATER AND WASTEWATER DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

_____
By: Walter Partridge, Chairman

ATTEST:

_____
Heidi Tackett, Secretary

TOWN OF CASTLE ROCK

_____
Lisa Anderson, Town Clerk

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director, Castle Rock Water

INTERGOVERNMENTAL AGREEMENT BETWEEN DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & WASTEWATER DISTRICT AND THE TOWN OF CASTLE ROCK (WATER DELIVERY AGREEMENT)

THIS **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____ , 2026 (the "Effective Date"), by and between **DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & WASTEWATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Pinery") and **THE TOWN OF CASTLE ROCK, A HOME RULE MUNICIPAL CORPORATION, ACTING BY AND THROUGH THE TOWN OF CASTLE ROCK WATER ENTERPRISE** ("Castle Rock") (individually a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, each of the Parties operates a water delivery system to provide water service to their customers; and

WHEREAS, the Parties entered into the Emergency Connection and Reimbursement Agreement dated December 22, 2011 related to the provision of potable water during emergencies (the "Emergency Interconnect IGA"); and

WHEREAS, the pursuant to the Emergency Interconnect IGA, the parties constructed the Interconnect; and

WHEREAS, the Parties entered into the Intergovernmental Agreement Between Denver Southeast Suburban Water and Sanitation District d/b/a/ Pinery Water & Wastewater District and the Town of Castle Rock (Cherry Creek Project Water Authority Water Delivery Agreement) dated May 17, 2022 related to delivery of the Castle Rock's interest in the Cherry Creek Project Water Authority ("CCPWA") water via the Interconnect (the "CCPWA IGA"); and

WHEREAS, Pinery desires to receive water service via the Interconnect on a wholesale basis; and

WHEREAS, Castle Rock is willing to provide wholesale water service to Pinery via the Interconnect, subject to the terms of this Agreement.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. **DEFINITIONS.** The following terms, when capitalized, have the meanings indicated:

A. ”Interconnect” means the existing pipeline connection between Castle Rock’s water system and the Pinery’s water system whereby potable water may be delivered from one party to the other party near Mentha Drive and Carefree Trail along the Parties’ service boundaries depicted on map identified as **Exhibit A** to this Agreement. The Interconnect is used to deliver water pursuant to the Emergency Interconnect IGA, the CCPWA IGA and this Agreement.

B. “MGD” means million gallons per day.

C. “AF” means acre-feet.

D. “KGal” means per 1000 gallons.

E. “Castle Rock WISE Water Cost” means the total cost incurred by the Town to obtain delivery of water pursuant to Castle Rock’s participation in South Metro WISE Authority, including the cost of WISE Water plus all costs of pumping and transmitting WISE Water through infrastructure owned by Castle Rock and third parties.

F. “WISE Water” means water delivered to Castle Rock based on its participation in the South Metro WISE Authority.

G. “Pinery Rate” means the then-current delivery rate charged to Pinery per KGal.

2. **RATE AND VOLUME OF WATER.** Pursuant to this Agreement, Castle Rock agrees to deliver to up to 0.75 MGD of potable water to the Pinery through the Interconnect during the months of June, July, and August, with the actual amounts of water provided on an as-needed and as-available basis. The maximum volume shall not exceed 71.3 AF per month or 209.5 AF feet annually. The minimum volume is 0 AF. Castle Rock shall have sole discretion to determine whether Castle Rock has water available for delivery to the Pinery. This is in addition to any water Pinery is authorized to take, pursuant to the Emergency Interconnect IGA.

3. **QUALITY OF WATER**. All water delivered from Castle Rock to Pinery through the Interconnect pursuant to this Agreement shall meet all state and federal safe drinking water regulatory requirements as such may exist now or in the future, including, without limitation, the Safe Drinking Water Act and Colorado Primary Drinking Water Regulations (5 CCR 1002-1), as amended from time to time. If either party becomes aware of any degradation in water quality that falls below these regulatory requirements, such party shall immediately notify the other party of such fact and cease all deliveries of water until such degradation is remedied.

4. **DELIVERY WATER RATE.** For water deliveries to Pinery pursuant to this Agreement, Pinery agrees to pay the Pinery Rate. The Pinery Rate shall be equal to Castle Rock WISE Water Cost. The Castle Rock WISE Water Cost is $10.07 per KGal in 2026. The Castle Rock WISE Water Costs will be updated annually in accordance with Castle Rock’s standard rate making process. Castle Rock shall provide Pinery written notice of any change to the Pinery Rate before

the end of each calendar year. Castle Rock shall invoice the Pinery monthly for any water deliveries. Pinery shall pay Castle Rock within forty-five (45) days of receipt of the invoices.

5. **NOTICE OF REQUEST FOR DELIVERIES.** The Pinery shall provide written notice to Castle Rock seven (7) days in advance of its desire to receive water through the Interconnect under this Agreement. The notice shall include the flow rate in MGD, the volume per month in AF and total volume in AF. As soon as practicable, the Town shall inform Pinery in writing of the flow rate and volume of water available and the anticipated commencement of deliveries under the Agreement.

6. **CAPITAL IMPROVEMENTS AND COSTS.**

A. The Pinery is responsible for making and infrastructure upgrades downstream of the Interconnect necessary to take delivery of water from Castle Rock through the Interconnect. The Pinery is responsible all costs associated with the upgrades, including but not limited to design, permitting, construction, operation, maintenance, repair and replacement costs.

B. The Pinery and Castle Rock shall enter into a separate agreement, if there are any infrastructure upgrades needed upstream of the Interconnect to make deliveries of water to Pinery through the Interconnect. Castle Rock agrees to cooperate with the Pinery on any upgrades upstream of the Interconnect.

C. The ownership of and maintenance obligations for the Interconnect are governed by Sections 2, 3 and 6 of the Emergency Interconnect IGA.

7. **REUSABLE WATER RIGHTS**. If Castle Rock's water delivered to the Pinery under this Agreement is decreed for use, reuse and successive use to extinction, then Pinery will have the right to reuse that water to extinction. Castle Rock has no obligation to provide any specific water to Pinery or to provide Pinery with water available for reuse and successive use to extinction**.** Despite references to WISE Water and the WISE Water Rate, the Town has no obligation to deliver WISE Water to Pinery**.**

8. **ACCOUNTING FOR WATER DELIVERIES.** The water delivered by Castle Rock to Pinery at the Interconnect under this Agreement shall be measured through a water meter with an expected range of flows within a +/- 1% accuracy. Castle Rock shall read the meter and provide accounting to Pinery on a monthly basis. The accounting shall indicate whether the water is available for reuse and successive use to extinction**.**

9. **DEFAULT/REMEDIES.** The failure of either Party ("Defaulting Party") to perform any material covenant, agreement, obligation or provision of this Agreement shall constitute an event of default ("Default"). In the event that one Party deems the other Party to be in Default, it shall provide written notice indicating the Default. The Defaulting Party shall have thirty (30) days from the date of the notice to cure the Default or, if such Default is not capable of being cured within thirty (30) days, cure of such Default shall commence and be diligently pursued to completion. In no event shall the cure period exceed thirty (30) days for monetary Defaults, or sixty (60) days for

non-monetary Defaults, except by written consent of the non-Defaulting Party. In the event the Defaulting Party fails to cure the Default in accordance with this Section, the non- Defaulting Party may pursue all available remedies at law or equity. In any legal action, to the extent allowed by law, the prevailing Party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other Party.

10. **MISCELLANEOUS**.

A. Appropriations. Any monetary obligation under this Agreement shall be subject to annual appropriation by the governing body of each Party. A failure of either Party to appropriate any annual monies required under this Agreement shall result in the termination of this Agreement on December 31 of the last calendar year for which such monies were appropriated. In such event, each Party's only financial obligation shall be the payment of fees and expenses incurred up to and including the effective date of termination. Nothing set forth herein shall make or constitute this Agreement as a multiple-year fiscal obligation of either Party, nor shall it constitute or create a debt on the part of either Party.

B. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

C. Entire Agreement. This Agreement and the Emergency Interconnect IGA constitute the entire agreement between the parties relating to the subject matter thereof, and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

D. Conflict Between Agreements. The Emergency Interconnect IGA shall remain in full force and effect. In the event of an irreconcilable conflict between this Agreement and the Emergency Interconnect IGA, the terms of this Agreement shall govern.

E. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

F. Counterpart Execution. The Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

G. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties or their officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity that may be afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

H. Assignability. This Agreement may be assigned, pledged or transferred, in whole or in part, by either Party, but only with the prior written consent of the other Party to this Agreement.

I. No Public Dedication/No Third-Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third-party beneficiary interests are created nor intended to be created by this Agreement.

J. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

K. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given three (3) days after deposit in the United States mail.

If to Castle Rock:	Town of Castle Rock Attn: Director of Castle Rock Water 175 Kellogg Court Castle Rock, CO 80109
with copy to:	Town of Castle Rock Attn: Town Attorney 100 N. Wilcox Street Castle Rock, CO 80104
If to Pinery:	Pinery Water and Wastewater District Attn: District Manager 5242 Old Schoolhouse Rd Parker, CO 80134
with copy to:	c/o: Folkestad Fazekas Barrick & Patoile, P.C. Attn.: Joe D. Kinlaw, General Counsel 18 S. Wilcox Street, Suite 200 Castle Rock, CO 80104

L. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

K. Recordation. The Parties agree that this Agreement shall be recorded in the records

of the Clerk and Recorder for Douglas County, Colorado.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the successors and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Effect of Invalidity. If any provision of this Agreement is held illegal, invalid or unenforceable under present of future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision was not a part hereof.

O. Force Majeure. Subject to the terms and conditions of this paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: i) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; ii) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and iii) the non-performing party proceeds with all necessary diligence to remedy its inability to perform, As used herein, force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control and without the fault or negligence of the party, including, without limitation, (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, rock slides, avalanches, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the party, (e) terrorism, (f) war, (g) riots, (h)fire, (i) explosion, (j) extreme weather, (k) extreme snow, (l) blockades, (m) insurrection, (n) strike, slowdown or other labor disruptions, and/or (o) pandemics.

[**Signature Pages Follow]**

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

ATTEST:	**TOWN OF CASTLE ROCK**
_____	_____
Lisa Anderson, Town Clerk	Jason Gray, Mayor
Approved as to form:	**Approved as to content:**
_____	_____
Michael J. Hyman, Town Attorney	Mark Marlowe, Director Castle Rock Water

[Signatures Continue on Following Page]

PINERY:
DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT, D/B/A PINERY WATER AND WASTEWATER DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

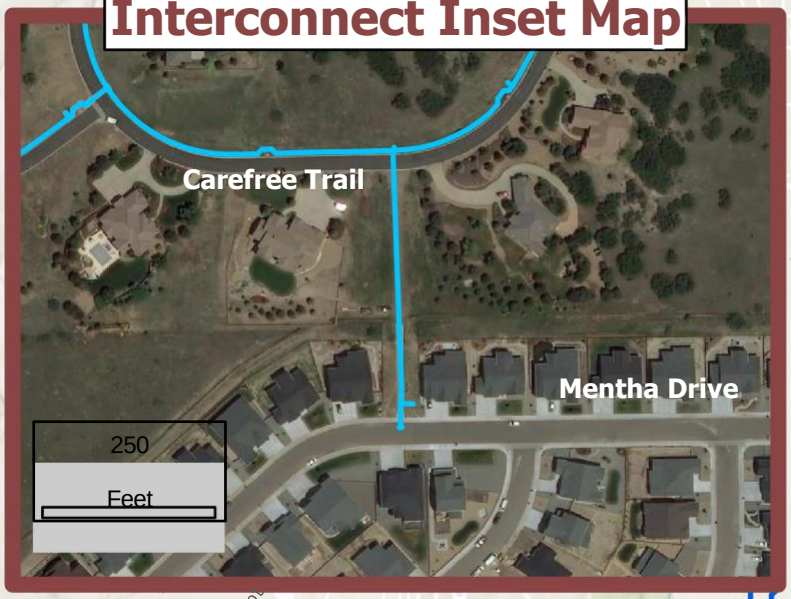
By: _____
Walter E. Partridge, Chairman

ATTEST:

By: _____
Jim McGannon, Secretary

Pinery/Castle Rock Water System Interconnect

Interconnect Inset Map



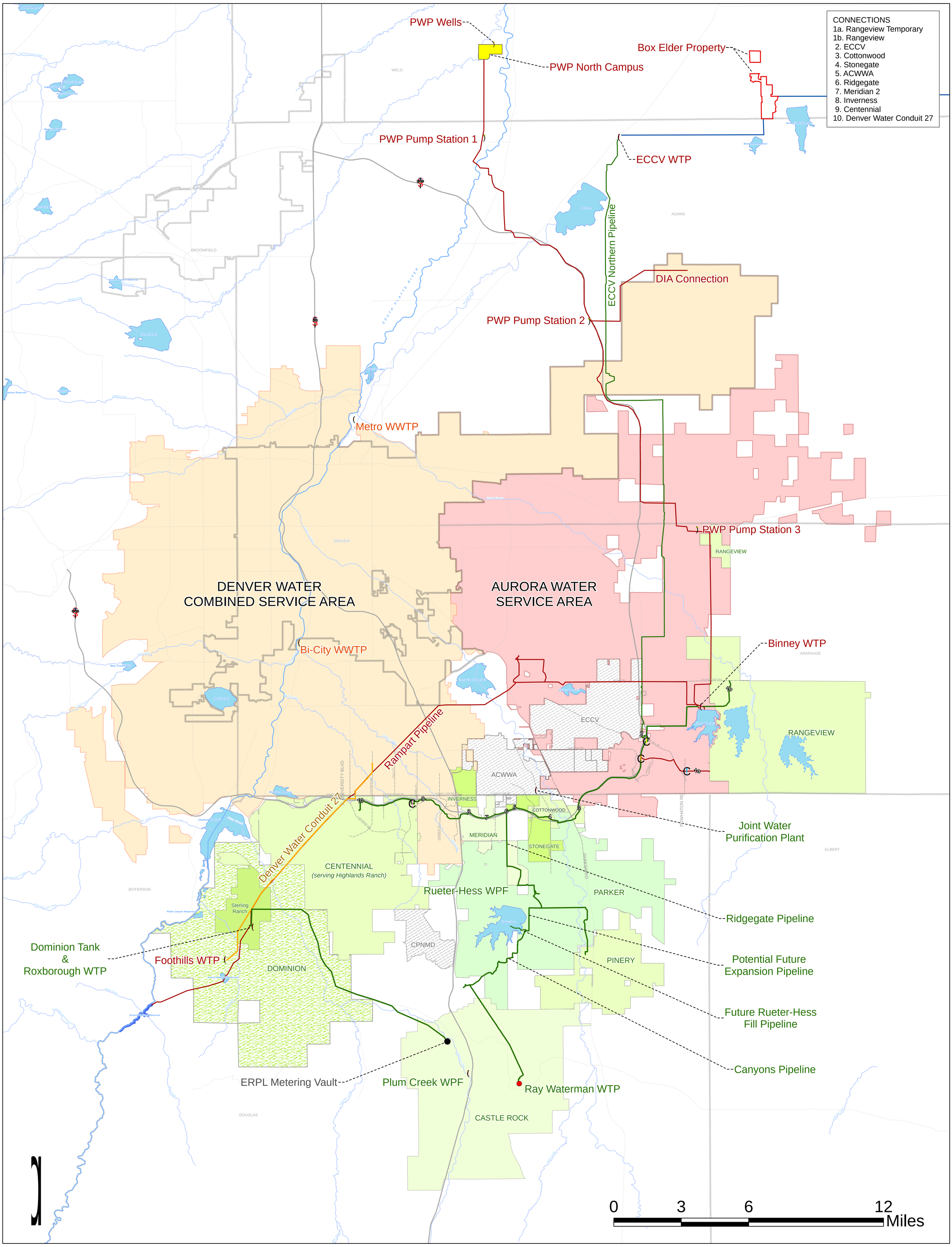
PINERY
WATER & WASTEWATER DISTRICT
Quality Water for Life

Castle Rock Interconnect

Stroh Rd
Kinney Property
Bett s Ranch Rd
N Pinery Pkwy
The Pinery
Pinery Country Club
Lemon Gulch
Scott ve
43
6389 ft
Prader a Pkwy
Club at Pradera
Scott Gulch
N Highway 83
S Pinery Pkwy
Bayou Gulch Regional Park
83
Bayou Gulch Open Space
S Parker Rd
Bayou Gulch Rd
1
Miles

669

SMWSA & WISE General Infrastructure

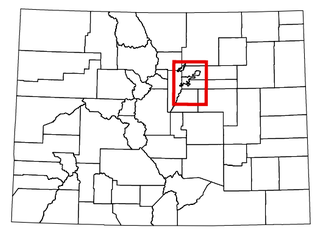


Major Components

- Quebec WTP
- Pressure Sustaining Valve
- Smoky Hill Tank
- Aurora Temporary Connection

Legend

- Existing Wastewater Treatment Plants
- Existing Water Treatment Plants
- Pipeline Connections
- Existing Pipelines
- Proposed Pipeline
- Highways
- Proposed Reservoirs
- SMWSA & WISE Members
- SMWSA Only Members
- Counties
- Counties



SMWSA
SOUTH METRO WATER SUPPLY AUTHORITY

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 18. **File #:** RES 2026-009

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Mark Henderson, P.E., Assistant Director Castle Rock Water

Resolution Approving the Second Amendment to the Amended and Restated Intergovernmental Agreement Between the Town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment System

Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution approving a second amendment to the previously approved Amended and Restated Intergovernmental Agreement (IGA) with Douglas County. The project completed 60% design and a Guaranteed Maximum Price (GMP) was negotiated with the design-builder, S.J. Louis Construction, Inc. Town Council approved the negotiated GMP as the second amendment to the design-builder construction contract in the amount of $16,766,642.73. The total estimated project budget including easement acquisition and other costs is now $19,784,296. This will require an increase in CRW's contribution to the project from $4,800,000 to $5,784,296; an increase of $984,296. This additional cost will be recovered under the same terms as the $4,800,000 under a second amendment to the agreement with Douglas County that is presented herein.

The First Amendment to the IGA defined how a funding gap for the project would be covered before the project moved into final design and construction. CRW proposed to cover the funding gap and the amendment refined the financial structure and cost recovery terms associated with CRW's proposal to cover the funding gap. The key terms for the First Amendment included:

- Castle Rock Water will fund any funding shortfall for construction of the project up to a maximum of $4.8 million.
- System development fees (SDFs) collected for connectors to the project will pay off the Castle Rock Water contribution to the project first before any of that funding goes back to Douglas County or for improvements or expansions of the sewer system.
- A 25% surcharge will be added to the portion of the system development fee reimbursing any funding gap covered by Castle Rock Water, and this surcharge will be for use by Castle Rock Water to benefit its existing customers and system.
- Interest will accrue to the balance of the funding provided by Castle Rock Water at a rate of 5% per year until the funds provided by Castle Rock Water have been fully reimbursed.

- System development fees will be handled consistently with the original agreement once Castle Rock Water has been reimbursed, except for the 25% surcharge which will continue to be collected and used for improvements or expansions to the system.

The Second Amendment maintains all the same terms as the First Amendment but revises the amount that CRW will fund based on the funding shortfall for the project as result of the increased GMP that was negotiated with the design-builder. CRW's contribution as stated in the IGA will increase by $984,296 to a total of $5,784,296 for the project.

Benefits to CRW of the Second Amendment to the IGA include:

- Ensures the benefits and terms from Amended and Restated IGA and First Amendment still apply.
- Maintains the additional financial resources to CRW with the increased funding amount by the additional 25% surcharge over and above the additional financial resources provided by the current extraterritorial surcharge to accomplish our core mission and vision.
- Ensures that the $14M in ARPA funding will still be used for a lift station and force main that will allow CRW to bring reusable supplies directly back to the Plum Creek Water Reclamation Authority Wastewater Treatment Plant where those supplies can easily be accessed using CRW's existing infrastructure.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions

"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).
"I move to continue this item to the Town Council meeting on date to allow additional time to (list information needed)."

Attachments

Staff Report
Attachment A: Resolution
Exhibit: Agreement
Attachment B: Updated Financial Model

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Mark Henderson, P.E., Assistant Director Castle Rock Water

Title: **Resolution Approving a Second Amendment to the Amended and Restated Intergovernmental Agreement with Douglas County for the Highway 85 Wastewater Collection and Treatment System** *[Located along the Highway 85 Corridor North of E. Happy Canyon Rd to W. Titan Rd in northern Douglas County]*

Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution approving a second amendment to the previously approved Amended and Restated Intergovernmental Agreement (IGA) with Douglas County. The project completed 60% design and a Guaranteed Maximum Price (GMP) was negotiated with the design-builder, S.J. Louis Construction, Inc. Town Council approved the negotiated GMP as the second amendment to the design-builder construction contract in the amount of $16,766,642.73. The total estimated project budget including easement acquisition and other costs is now $19,784,296. This will require an increase in CRW's contribution to the project from $4,800,000 to $5,784,296; an increase of $984,296. This additional cost will be recovered under the same terms as the $4,800,000 under a second amendment to the agreement with Douglas County that is presented herein.

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- A 25% surcharge will be added to the portion of the system development fee reimbursing any funding gap covered by Castle Rock Water, and this surcharge will be for use by Castle Rock Water to benefit its existing customers and system.
- Interest will accrue to the balance of the funding provided by Castle Rock Water at a rate of 5% per year until the funds provided by Castle Rock Water have been fully reimbursed.
- System development fees will be handled consistently with the original agreement once Castle Rock Water has been reimbursed, except for the 25% surcharge which will continue to be collected and used for improvements or expansions to the system.

The Second Amendment maintains all the same terms as the First Amendment but revises the amount that CRW will fund based on the funding shortfall for the project as result of the increased GMP that was negotiated with the design-builder. CRW's contribution as stated in the IGA will increase by $984,296 to a total of $5,784,296 for the project.

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- Ensures that the $14M in ARPA funding will still be used for a lift station and force main that will allow CRW to bring reusable supplies directly back to the Plum Creek Water Reclamation Authority Wastewater Treatment Plant where those supplies can easily be accessed using CRW's existing infrastructure.

Notification and Outreach Efforts

CRW has worked closely with potential customers in the corridor including Sedalia, CORE, the Douglas County School District and new proposed developments in northern Douglas County.

Douglas County has conducted outreach including posting a news article on their web page about the Highway 85 Southern Corridor Wastewater Project. Castle Rock Water has posted information on its web page about the project as well.

CRW publicly noticed the project for Location & Extents application that was submitted to the Douglas County Planning Commission, and the application was approved on January 5, 2026.

History of Past Town Council, Boards & Commissions, or Other Discussions

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on April 26, 2023, and the Castle Rock Water Commission voted unanimously 6 to 0 to recommend Town Council approval of the Resolution as presented.

Council approved the original agreement with Douglas County at their meeting on May 2, 2023.

Castle Rock Water staff presented the Amended and Restated IGA with Douglas County at their meeting on May 22, 2024. Castle Rock Water Commission voted to unanimously (6 to 0) recommend Council approval of the Resolution.

Castle Rock Water staff presented the Amendment to the Amended and Restated IGA with Douglas County at the Castle Rock Water Commission meeting on June 27, 2025. Castle Rock Water Commission voted unanimously (7-0) to recommend Council approval of the Resolution.

On July 15, 2025 Town Council approved an amendment to the IGA adjusting the project funding amount to $18.8 million, with CRW funding a projected shortfall of approximately up to a maximum of $4.8 million.

On September 16, 2025 Town Council approved the First Amendment to the agreement with S.J. Louis for Phase 2 Design services to complete design to 100%.

Castle Rock Water staff presented the second contract price amendment to the progressive design-build agreement with S. J. Louis Construction, Inc. for the Phase 2 Construction Services for the Sedalia Lift Station and Force Main to the Castle Rock Water Commission at their meeting held on December 10, 2025, and the Castle Rock Water Commission voted unanimously 7 to 0 to recommend Town Council approval of the Resolution as presented.

On December 16, 2025 Town Council approved the second contract price amendment to the progressive design-build agreement with S. J. Louis Construction, Inc. for Phase 2 Construction Services for the Sedalia Lift Station and Force Main which included the discussion of the need of the increased project budget and need to amend the IGA with Douglas County.

Discussion

The project completed 60% design and a Guaranteed Maximum Price (GMP) was negotiated with the design-builder, S.J. Louis Construction, Inc. Town Council approved the negotiated GMP as the second amendment to the design-builder construction contract in the amount of $16,766,642.73. The total estimated project budget including easement acquisition and other costs is now $19,784,296. This will require an increase in CRW's contribution to the project from $4,800,000 to $5,784,296; an increase of $984,296. This additional cost will be recovered under the same terms as the First Amendment with the increased amount included in the Second Amendment to the agreement with Douglas County. CRW wants to ensure that adequate funding is in place for the project. CRW is proposing to fill any funding gap over $14M up to a maximum of $19,784,296 or essentially up to a $5,784,296 gap.

Budget Impact

CRW modeled the impact of this approach on rates and fees and CRW's capital plan. The model was updated to account for the additional $984,296 to be funded by CRW as reflected in the Second Amendment to the IGA. There is no anticipated impact on rates and fees based on the 2024 rates and fees model. With respect to the capital plan, CRW believes that it will not be impacted as long as CRW is able to be reimbursed in a 5 to 10-year timeframe.

In order to be fully reimbursed within five years, assuming a $5.78M gap, the project will have to connect approximately 805 single family equivalents (SFEs). Possible connectors totaling more than 805 have been identified below including estimated SFEs.

- CORE – 11 SFEs
- Plum Creek Trust Property – 600 SFEs (CRW already contracted to serve this development for water and sewer)
- Planned multi-family development – 227 SFEs
- Douglas County Public Works Building – 26 SFEs
- Douglas County School District Sedalia Elementary School – 22 SFEs

CRW updated the model, see ***Attachment B***. which estimates the reimbursement. The model also identifies additional funding which will come to CRW under the Amendment to the IGA based on the 25% surcharge and could be up to $426,859.

Staff Recommendation

Staff recommends Town Council approval of this Second Amendment to the Amended and Restated IGA with Douglas County for the Highway 85 Wastewater Collection and Treatment System.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions

"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).

"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

Attachment A: Resolution
Exhibit: Agreement
Attachment B: Updated Financial Model

RESOLUTION NO. 2026-009

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

WHEREAS, on May 22, 2024, the Town of Castle Rock, Colorado (the "Town") and the Board of County Commissioners of the County of Douglas (the "County") entered into an Amended and Restated Intergovernmental Agreement (the "IGA") for the design, construction, and operation of the Highway 85 Wastewater Collection and Treatment System (the "Project"); and

WHEREAS, the IGA provides that the County shall commit $14,000,000 of American Rescue Plan Act funding for the Project; and

WHEREAS, on July 15, 2025, based upon an updated engineering cost estimate, the Town and the County entered into a First Amendment to the IGA (the "First Amendment") whereby the Town agreed to fund a potential shortfall of $4,800,000, which shortfall would eventually be reimbursed from system development fees collected from customers connecting to the Project; and

WHEREAS, recently, the design-builder for the Project has submitted a guaranteed maximum price for the project of $16,766,642, resulting in a total expected Project cost of $19,784,296: and

WHEREAS, accordingly, there now exists an additional potential shortfall of $984,296 over and above the amount accounted for in the First Amendment; and

WHEREAS, the Town is willing to fund the additional shortfall under specific terms and conditions related to the reimbursement of this shortfall from system development fees as set forth in a Second Amendment to the IGA (the "Second Amendment"); and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to approve this Second Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Approval**. The Second Amendment to the Amended and Restated Intergovernmental Agreement for the design, construction, and operation of the Highway 85 Wastewater Collection and Treatment System between the Town and the County is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby

authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 2. **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligations under the Second Amendment, the Town Council authorizes the expenditure and payment of an additional amount not to exceed $984,296, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of __ for and __ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the "Second Amendment") is made and entered into this ___ day of _____, 2026 ("Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise ("Castle Rock"), and the Board of County Commissioners of the County of Douglas ("Douglas County"), (each individually, a "Party", and collectively, the "Parties").

RECITALS:

WHEREAS, Castle Rock and Douglas County entered into an Amended and Restated Intergovernmental Agreement on May 22, 2024 (the "Agreement") for the design, construction, and operation of the Highway 85 Wastewater Collection and Treatment System the "Project"); and

WHEREAS, Castle Rock and Douglas County entered into a First Amendment to the Amended and Restated Intergovernmental Agreement on July 15, 2025 to fund a potential $4.8 million shortfall not accounted for in the Agreement that was based on a total expected cost of up to $18.8 million for the project at the 30% design level; and

WHEREAS, the Agreement provides that Douglas County shall commit fourteen million dollars in American Rescue Plan Act funds to the Project; and

WHEREAS, the design-builder for the project has submitted a guaranteed maximum price for the project at $16,766,642 resulting in a total expected project cost of $19,784,296 leaving a potential additional $984,296 shortfall not accounted for in the Agreement for a total funding shortfall of $5,784,296; and

WHEREAS, Castle Rock wishes to fund the shortfall under specific terms related to reimbursement, interest, and surcharges on system development fees; and

WHEREAS, the Parties agree to incorporate said terms into the Agreement.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged for themselves and their successors, wish to memorialize this Amendment as follows:

1. **Definitions.** Terms used in this Amendment, when capitalized, shall have the same meanings assigned to them as set forth in the Agreement.

2. **Amendment.** Section 3(A)(ii) of the Agreement is hereby amended to read as follows:

> (ii) Funding Shortfall Commitment. Castle Rock shall pay up to a maximum of five million, seven-hundred, eighty-four thousand, two hundred and ninety-six dollars ($5,784,296) beyond the $14 million in ARPA funding to complete final design and construction (the "Funding Shortfall Payment"). The Funding Shortfall Payment shall be reimbursed to Castle Rock as detailed herein. Any portion of the Funding Shortfall Payment not reimbursed to Castle Rock shall accrue interest at a rate of 5% per year ("Accrued Interest").

3. **Ratification.** Except as expressly modified by this Amendment, the Agreement remains in full force and effect. To the extent any conflict arises between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

(Signature pages to follow)

IN WITNESS WHEREOF, the parties hereby execute this Second Amendment on the date first written above.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

ATTEST:

_____
Clerk to the Board

DOUGLAS COUNTY

By: _____

Name: _____

Title: _____

APPROVED AS TO FISCAL CONTENT:

_____
Director of Finance

APPROVED AS TO LEGAL FORM:

_____
Sr. Asst. County Attorney

5-Year Funding

Year 1	2027
Number of Years	5
Final Year	2031

Total SFEs	2,727

SFE's Per Year	161

Total Project Cost	19,784,296
ARPA Funding	14,000,000
Funding Gap	5,784,296

SDF - ARPA	5,133.85
SDF - Funding GAP	2,121.12
ARPA Funding Multiplier	10%
Funding Gap Multiplier	25%

SDF - ARPA Funding Final	5,647.23
SDF -Funding Gap Final	2,651.40
SDF - Total	8,298.63

Interest Rate	5.00%

1	2027 SFEs	161
2	2028 SFEs	161
3	2029 SFEs	161
4	2030 SFEs	161
5	2031 SFEs	161
6		
7		
8		
9		
10		
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26		
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28		
29		
30		
	Total 2027-2031 SFEs	805

CRW Funding Gap Revenue (25%)	2,134,293
CRW Interest Revenue (5%)	895,837

CRW Funding Gap Revenue - Just 25% Portion	426,859

Year	SFEs	Total Payment	Interest Payment	Principal Payment	End of Year Balance
2027	161	1,336,027	289,214.80	1,046,811.80	4,737,484.20
2028	161	1,336,027	236,874.21	1,099,152.39	3,638,331.81
2029	161	1,336,027	181,916.59	1,154,110.01	2,484,221.80
2030	161	1,336,027	124,211.09	1,211,815.51	1,272,406.29
2031	161	1,336,027	63,620.31	1,272,406.29	0.00
Total	**805**	**6,680,133**	**895,837**	**5,784,296**	**0.00**

30-Year Funding

Year 1	2027
Number of Years	30
Final Year	2056

Total SFEs	2,727

SFE's Per Year	45

Total Project Cost	19,784,296
ARPA Funding	14,000,000
Funding Gap	5,784,296

SDF - ARPA	5,133.85
SDF - Funding GAP	2,121.12
ARPA Funding Multiplier	10%
Funding Gap Multiplier	25%

SDF - ARPA Funding Final	5,647.23
SDF -Funding Gap Final	2,651.40
SDF - Total	8,298.63

Interest Rate	5.00%

1	2027 SFEs	45
2	2028 SFEs	45
3	2029 SFEs	45
4	2030 SFEs	45
5	2031 SFEs	45
6	2032 SFEs	45
7	2033 SFEs	45
8	2034 SFEs	45
9	2035 SFEs	45
10	2036 SFEs	45
11	2037 SFEs	45
12	2038 SFEs	45
13	2039 SFEs	45
14	2040 SFEs	45
15	2041 SFEs	45
16	2042 SFEs	45
17	2043 SFEs	45
18	2044 SFEs	45
19	2045 SFEs	45
20	2046 SFEs	45
21	2047 SFEs	45
22	2048 SFEs	45
23	2049 SFEs	45
24	2050 SFEs	45
25	2051 SFEs	45
26	2052 SFEs	45
27	2053 SFEs	45
28	2054 SFEs	45
29	2055 SFEs	45
30	2056 SFEs	45
	Total 2027-2031 SFEs	1,360

CRW Funding Gap Revenue (25%)	3,606,596
CRW Interest Revenue (5%)	5,504,007

CRW Funding Gap Revenue - Just 25% Portion	721,319

Year	SFEs	Total Payment	Interest Payment	Principal Payment	End of Year Balance
2027	45	376,277	289,214.80	87,061.96	5,697,234.04
2028	45	376,277	284,861.70	91,415.05	5,605,818.99
2029	45	376,277	280,290.95	95,985.81	5,509,833.18
2030	45	376,277	275,491.66	100,785.10	5,409,048.09
2031	45	376,277	270,452.40	105,824.35	5,303,223.74
2032	45	376,277	265,161.19	111,115.57	5,192,108.17
2033	45	376,277	259,605.41	116,671.35	5,075,436.82
2034	45	376,277	253,771.84	122,504.91	4,952,931.91
2035	45	376,277	247,646.60	128,630.16	4,824,301.75
2036	45	376,277	241,215.09	135,061.67	4,689,240.08
2037	45	376,277	234,462.00	141,814.75	4,547,425.33
2038	45	376,277	227,371.27	148,905.49	4,398,519.84
2039	45	376,277	219,925.99	156,350.76	4,242,169.07
2040	45	376,277	212,108.45	164,168.30	4,078,000.77
2041	45	376,277	203,900.04	172,376.72	3,905,624.05
2042	45	376,277	195,281.20	180,995.55	3,724,628.50
2043	45	376,277	186,231.42	190,045.33	3,534,583.17
2044	45	376,277	176,729.16	199,547.60	3,335,035.57
2045	45	376,277	166,751.78	209,524.98	3,125,510.59
2046	45	376,277	156,275.53	220,001.23	2,905,509.37
2047	45	376,277	145,275.47	231,001.29	2,674,508.08
2048	45	376,277	133,725.40	242,551.35	2,431,956.73
2049	45	376,277	121,597.84	254,678.92	2,177,277.81
2050	45	376,277	108,863.89	267,412.87	1,909,864.94
2051	45	376,277	95,493.25	280,783.51	1,629,081.44
2052	45	376,277	81,454.07	294,822.68	1,334,258.75
2053	45	376,277	66,712.94	309,563.82	1,024,694.93
2054	45	376,277	51,234.75	325,042.01	699,652.92
2055	45	376,277	34,982.65	341,294.11	358,358.81
2056	45	376,277	17,917.94	358,358.81	(0.00)
Total	**1,360**	**11,288,303**	**5,504,007**	**5,784,296**	**(0.00)**

CASTLE ROCK WATER

RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT WITH DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT PROJECT

JANUARY 20, 2025

TOWN OF CASTLE ROCK COLORADO

>

HIGHWAY 85 WASTEWATER

BACKGROUND INFORMATION

- Amended and Restated Agreement with Douglas County signed in July 2024
- Lift station near Castle Rock Reservoirs with force main to PCWRA
- Funded by ARPA through Douglas County - $14M
- Designed at 300,000 Gallons per Day Capacity
- Substantial completion by January 2027
- 1% Project Management fee back to CRW
- System owned and operated by CRW
- 10% extraterritorial surcharge to CRW on all rates and fees
- System development fees for lift station and force main back to County to reinvest in sewer infrastructure
- Sedalia, CORE, Elementary School connections funded by system development fees and/or future agreement

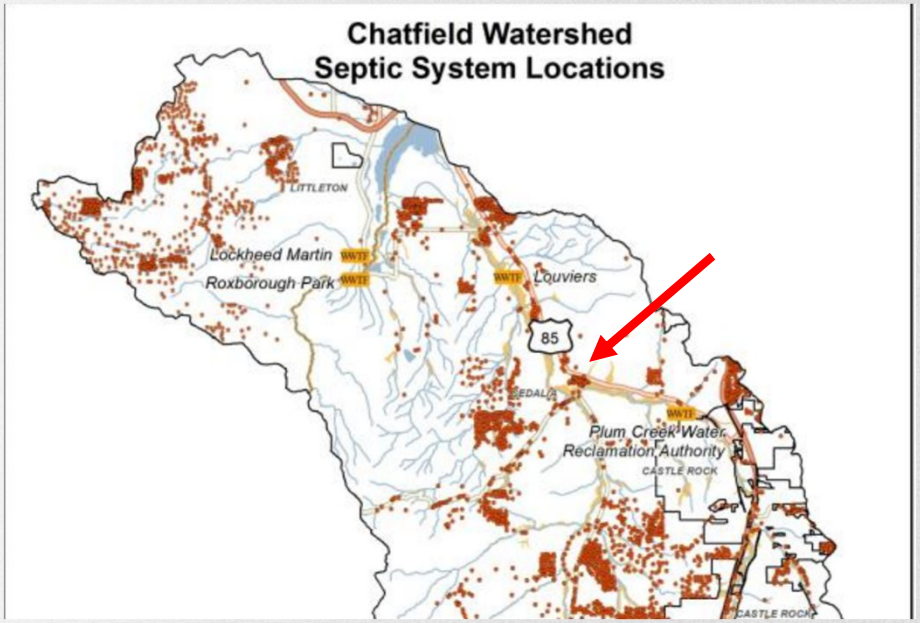


CORE Electric Coop Building in Sedalia, CO

HIGHWAY 85 WASTEWATER

BENEFITS OF AGREEMENT

- Aging septic tanks can now be eliminated protecting water quality at Chatfield Reservoir
- CRW expands service area to further distribute costs
- Brings additional reusable water back to Castle Rock and extends life of Denver basin aquifers
- Ensures CRW has oversight of water and wastewater development along corridor
- Provides additional funding through 10% surcharge
- Supports primary employment along corridor
- Ensures new developments bring renewable water for smart growth



Chatfield Watershed Authority Watershed Plan
Sedalia Area Septic Tanks Concentrated

HIGHWAY 85 WASTEWATER

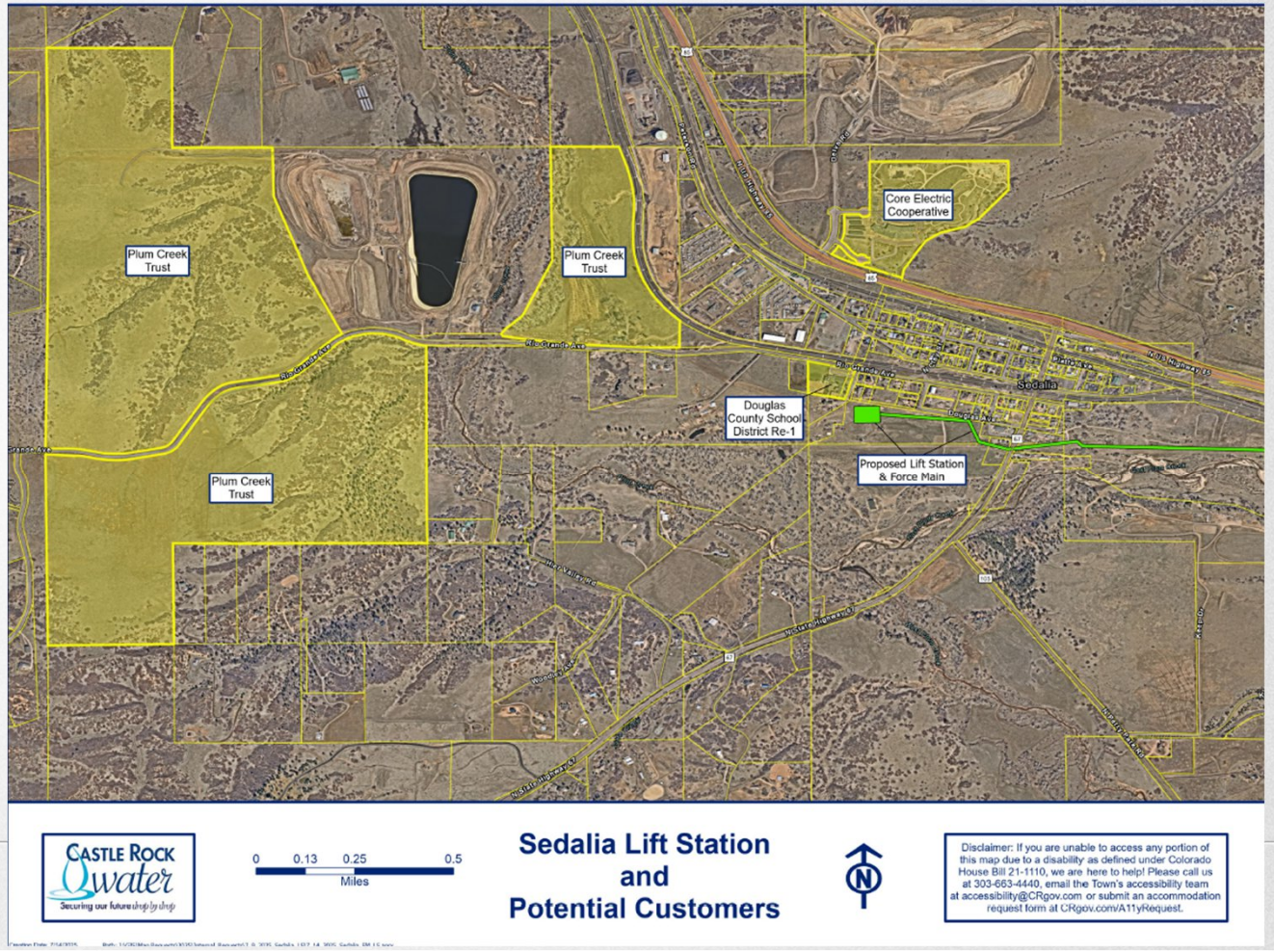
PROJECT STATUS

- S. J. Louis Construction, Inc & Garver engineering Design-Build team in January, 2025
- Progressive Design-Build Procurement Method.
- 90% Design complete and heading towards final design completion
- Stakeholder group established in 2024: CORE Electric, Douglas County, Town of Sedalia, Douglas County School District, Multiple Developers.
- Western States contracted for easement acquisition
- Garver preparing Master Plan for Sedalia as part of additional County approved work.
- Final Guaranteed Maximum Price agreement executed by 2nd Amendment to the agreement for $16,766,642 reflecting design-builder final GMP of $18,397,025.



Castle Oaks Lift Station in Castle Rock, CO (typical lift station for Castle Rock)

HIGHWAY 85 WASTEWATER



HIGHWAY 85 WASTEWATER

- Implement additional budget saving ideas
  - ❖ Eliminate owner's contingency – design-builder contingency still included
  - ❖ Alternate funding sources – Douglas County Public Works, system development fees

- Total project cost is $19.78M which is $984,296 above $18.8M budget.

- CRW previously agreed to fund $4.8M and will add $984,296 to that funding. All CRW funding to be recovered through System Development Fees.

- 2nd Amendment to IGA with Douglas County reflects the additional gap funding needed to meet the project budget.

Description	GMP	Previoulsy Authorized Contingency	Cost
SJ Louis PDB Phase 1 - 0-60%	$ 633,203.00		$ 633,203.00
SJ Louis PDB Phase 2 - 60% - 100%	$ 964,300.00		$ 964,300.00
General Conditions	$ 826,950.00		$ 826,950.00
Single FM & LS Construction Cost of Work	$ 13,775,379.90		$ 13,775,379.90
Allowances	$ 268,265.00		$ 268,265.00
Fiber Optic Conduit - Garver Design	$ 40,082.00		$ 40,082.00
PDB Contingency (2.1%)	$ 385,711.33		$ 385,711.33
Bonds & Insurance (1.3%)	$ 219,620.59		$ 219,620.59
D-B Fee (7.5%)	$ 1,283,513.39		$ 1,283,513.39
Permanent Easements (458,600 SF, $2/sf @ 50% - no trail)	$ 458,600.00		$ 458,600.00
Temporary Easements (856,600 SF @ $0.40/sf, 2yr)	$ 342,640.00		$ 342,640.00
LS Land Purchase at (109,561 SF@ $3/SF)	$ 328,683.00		$ 328,683.00
CRW PM Fee invoiced to date of $140,000	$ 11,123.26		$ 11,123.26
Western States/Kilty	$ 234,500.00	$ 11,725.00	$ 246,225.00
Totals	$ 19,772,571.46	$ 11,725.00	$ 19,784,296.46

HIGHWAY 85 WASTEWATER

KEY TERMS OF THE FIRST AMENDMENT TO THE AGREEMENT

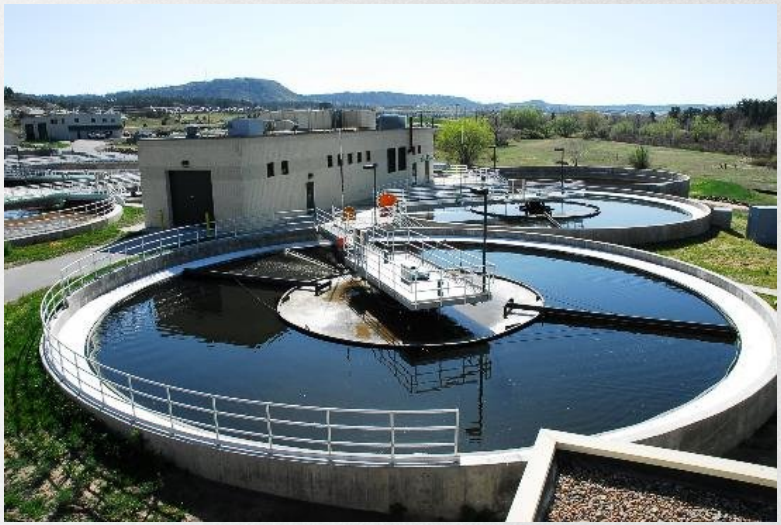
- CRW to loan up to $4.8M plus $984,296 for total $5,784,296 to the project
- All SDFs go to pay back CRW loan first
- 25% SDF surcharge on loaned portion of project SDF for use any way CRW chooses
- 5% annual interest on outstanding $5.78M balance
- SDFs go fully to CRW until full balance including annual interest has been repaid
- 25% Surcharge on SDF on loaned portion goes back to improvements on project once CRW has been fully reimbursed
- All other terms in the Agreement are the same

Scenario	Estimated Interest Revenue	Estimated 25% Surcharge Revenue
5-Year Payback	$895,837	$426,859
30-Year Payback	$5,504,007	$721,319

HIGHWAY 85 WASTEWATER

ONGOING SCHEDULE & BUDGET

- Geotech, survey, and SUE work complete
- Currently in review of 90% Design for Lift Station and Force Main
- Permitting efforts ongoing with BNSF, CDPHE, Douglas County
- Property acquisitions in progress since October 2025
- Submittals and early material procurement beginning January 2026
- Project postcards and notice letters mailed January 2026
- Final Construction Documents due February 2026
- Public Open House February 3, 2026
- Construction to begin April 2026
- Construction update letters mailed to residents and stakeholders March/April 2026
- ARPA funds need to be expended by 12/31/2026.
- Construction completion anticipated February 2027



Plum Creek Water Reclamation Authority
Castle Rock, CO

HIGHWAY 85 WASTEWATER

RECOMMENDATIONS

- Staff
- Present to Castle Rock Water Commission on 1/28

Questions

PROPSED MOTION:

“ I move to approve Resolution 2026-XXX as introduced by title.”

ALTERNATE MOTIONS:

“I move to approve the Resolution as introduced by title, with the following conditions: (list conditions).”

I move to continue this item to the Town Council meeting on ___date to allow additional time to (list information needed).”

Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/20/2026

Item #: 19. **File #:** EXEC 2026-001

To: Honorable Mayor and Members of Town Council

From: Michael J. Hyman, Town Attorney

Executive Session: Consider a motion to recess into executive session for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock

---

EXECUTIVE SESSION MOTION

I move to go into executive session for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock.

ANNOUNCEMENT NO. 1

Announcement to be made by presiding officer at the beginning of the executive session (make sure the recorder is turned on; do not turn it off during the executive session unless so advised by the Town Attorney)

It is January 20, 2026 and the time is _____. For the record, I am the presiding officer, Mayor Jason Gray. As required by the Open Meetings Law, this executive session is being electronically recorded. At this time, I will ask the recording secretary to verify the recorder is operating.

(RECORDING SECRETARY VERIFICATION)

This is an executive session to receive legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-

402 (4)(e), all related to Douglas County School District property within Castle Rock.

In addition to members of Town Council, the Town Manager, Town Attorney, and _____ are participating in the executive session.

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

ANNOUNCEMENT NO. 2

Announcement to be made by the presiding officer before concluding the Executive Session (While recorder is still on)

I hereby attest that this recording reflects the actual contents of the discussion at the executive session held on January 20, 2026, for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock.

This recording has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

I will ask the Town Clerk to retain this recording for a 90-day period.

_____

Mayor

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

CON-2025-0754

THIRD AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT (ADDITIONAL AXON EQUIPMENT AND SERVICES)

DATE: _____.

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

AXON ENTERPRISE, INC. (f/k/a TASER INTERNATIONAL, INC.), an Arizona corporation, 17800 N. 85th Street, Scottsdale, Arizona 85255 ("Axon").

RECITALS:

I. This Third Amendment ("Third Amendment") is between Axon and the Town. This Third Amendment is effective as of the last signature date of this Third Amendment ("Effective Date"). Axon and the Town are each referred to individually herein as a "Party" and collectively as the "Parties."

II. Axon and the Town are Parties to the Master Services and Purchasing Agreement dated May 26, 2021, the First Amendment to Master Services and Purchasing Agreement dated August 4, 2022, and the Second Amendment to Master Services and Purchasing Agreement dated August 20, 2024, collectively referred to as the "Agreement" and attached hereto and incorporated herein as ***Exhibit A-3***.

III. The Parties wish to incorporate further changes into the Agreement in order to include additional equipment and services.

The Parties therefore agree as follows:

TERMS:

1. The attached documents, attached hereto as ***Exhibit B-3***, are hereby incorporated into the Agreement:

   A. Quote Q-763276-46002DG

2. The Parties agree to expand the scope of the Agreement to include the additional services set forth in ***Exhibit B-3*** at the cost stated in that Exhibit. Any change to the annual cost must be approved by the Town in writing. The total, cumulative payment for the Third Amendment shall not exceed **$673,778.01**, unless agreed to by the Town in writing.

3. The attached documents, attached hereto as ***Exhibit B-4***, are hereby incorporated into the Agreement:
   a. Axon Investigate Appendix
   b. My90 Terms of Use Appendix

4. The following language is hereby incorporated into the Axon Cloud Services Terms of Use Appendix
   a. Definitions.
      - "Provided Data" means de-identified, de-personalized, data derived from Town's TASER energy weapon deployment reports, related

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TASER energy weapon logs, body-worn camera footage, and incident reports.

- "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

b. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Town purchases the TASER Data Science Program, Town grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Town shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Town an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Town for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

In the event Town seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Town.

c. **FUSUS.** If Town purchases a subscription to FUSUS, the following terms apply:

License and Storage. The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

Third party Components. Town is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Town to access the service ("Third-Party Components") are the sole and exclusive responsibility of Town, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Town relationships with such third parties. Town agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Town Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Town is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Town Content in the context of facilitating communication of data with Town through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Town's use of FUSUS systems, and undertaking data analytics.

5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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6. The annual continuance of this Third Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the Third Amendment, the Third Amendment shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's obligation in event of termination due to lack of appropriated funds shall be payment of the fees and expenses incurred up to and including the effective date of termination.

7. Each representative identified below declares that the representative is authorized to execute this Third Amendment as of the date of the signature.

ATTACHED EXHIBITS:
EXHIBIT A-3 – AGREEMENT
EXHIBIT B-3 – QUOTE
EXHIBIT B-4 – AXON INVESTIGATE APPENDIX & MY90 TERMS OF USE APPENDIX

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Kaitlin Parker, Assistant Town Attorney

Approved as to content:

Jack Cauley, Chief of Police

AXON ENTERPRISE, INC.:

By: Robert E. Driscoll, Jr.
(Print Name)

Signed by:
Robert E. Driscoll, Jr.
55DAEBB131A4424...
(Signature)

Its: Deputy General Counsel
(Title)

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EXHIBIT A-3

AGREEMENT

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CON-2024-0395

SECOND AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT (AXON DRAFT ONE SOFTWARE)

DATE: August 20, 2024.

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

AXON ENTERPRISE, INC. (f/k/a TASER INTERNATIONAL, INC.), a Delaware Corporation, 17800 N 85th Street, Scottsdale, Arizona ("Axon").

RECITALS:

I. This Second Amendment ("Second Amendment") is between Axon and the Town. This Second Amendment is effective as of the last signature date of this Amendment ("Effective Date"). Axon and the Town are each a "Party" and collectively "Parties".

II. Axon and the Town are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("Agreement") and a First Amendment to Master Services and Purchasing Agreement dated August 4, 2022 ("Amendment"), collectively attached hereto as Exhibit A.

III. The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products to include additional software.

The Parties therefore agree as follows:

TERMS:

1. The attached documents, attached hereto as Exhibit B, are hereby incorporated into the Agreement:

   a. Quote Q-575833-45446.896DG

2. The Parties agree to expand the scope of the Agreement, by incorporating Axon Respond Plus –License, Axon Auto-Transcribe – unlimited service, Axon Records – Draft One – AI-Assisted Report writing, and annual maintenance at the cost stated in Exhibit B. Any change to the annual maintenance cost must be approved by the Town in writing. The cumulative payment for the Second Amendment shall not exceed $618, 408.00, unless agreed to by the Town in writing. Further, the parties agree to include the following language which pertains to Draft One:
   "Axon Narrative: AI-Assisted Writing Feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months."

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. The annual continuance of this Second Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement, Amendment and Second Amendment by the Town. If the Town fails to appropriate sufficient monies to provide for the Second Amendment, the Second Amendment shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's obligation in event of termination due to lack of appropriated funds shall be payment of the fees and expenses incurred up to and including the effective date of termination.

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5. Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of the signature.

ATTACHED EXHIBITS:
EXHIBIT A – AGREEMENT AND FIRST AMENDMENT
EXHIBIT B – QUOTE

Axon Enterprise, Inc.

Signature: DocuSigned by: 55DAEBB131A4424...

Name: Robert E. Driscoll Jr.

Title: Deputy General Counsel

Date: 7/29/2024 | 1:53 PM MST

DS

ATTEST:

DocuSigned by: 286A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by: A7938A42F3A848A...
Jason Gray, Mayor

Approved as to form:

DocuSigned by: 1C100C15C47A4A9...
Lindsay M. Jordan, Assistant Town Attorney

Approved as to content:

DocuSigned by: 47A48CA318844C5...
Jack Cauley, Chief of Police

Previously Executed

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EXHIBIT A

AGREEMENT

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AXON

First Amendment to Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Town of Castle Rock ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("**Agreement**"), which is attached hereto as Exhibit 1.

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
    a. Axon Fleet Appendix
    b. Quote Q-387977
    c. Quote Q-390693

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. Subject to Clause 17 Termination of the Agreement, the continuance of this Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Agency.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signature: DocuSigned by: 55DAE8B131A4424...

Name: Robert Driscoll

Title: VP, Associate General Counsel

Date: 8/4/2022 | 2:19 PM MDT

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ATTEST:

DocuSigned by:
Lisa Anderson
293A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
David L. Corliss
1B5547CFF7541...
David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:
Michael J. Hyman
F7147F32A6704B1...
Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
Jack Cauley
47A40CA018844C3...
Jack Cauley, Chief of Police

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software**.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade

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secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination**. Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-387977-44718.659KW

Issued: 06/06/2022
Quote Expiration: 12/31/2022
Estimated Contract Start Date: 03/01/2023
Account Number: 109637
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice-100 Perry St 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Dept. - CO 100 Perry St Castle Rock, CO 80104-2486 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Watson Phone: (480) 463-2203 Email: kwatson@axon.com Fax: (480) 463-2203	Todd Brown Phone: (303) 814-6404 Email: tbrown@crgov.com Fax: (303) 663-6105

Quote Summary

Program Length	60 Months
TOTAL COST	$399,600.00
ESTIMATED TOTAL W/ TAX	$399,600.00

Discount Summary

Average Savings Per Year	$41,485.00
TOTAL SAVINGS	$207,425.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	$79,920.00	$0.00	$79,920.00
Feb 2024	$79,920.00	$0.00	$79,920.00
Feb 2025	$79,920.00	$0.00	$79,920.00
Feb 2026	$79,920.00	$0.00	$79,920.00
Feb 2027	$79,920.00	$0.00	$79,920.00
Total	**$399,600.00**	**$0.00**	**$399,600.00**

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Quote Unbundled Price:	**$607,025.00**
Quote List Price:	**$510,230.00**
Quote Subtotal:	**$399,600.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3ARe	Fleet 3 Advanced Renewal	45	60	$183.85	$148.00	$148.00	$399,600.00	$0.00	$399,600.00
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	45			$2,405.00	$0.00	$0.00	$0.00	$0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	1			$2,405.00	$0.00	$0.00	$0.00	$0.00
Total							**$399,600.00**	**$0.00**	**$399,600.00**

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	45	02/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	02/01/2023
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	45	02/01/2028
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	1	02/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	45	03/01/2023	02/29/2028
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	45	03/01/2023	02/29/2028
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	45	03/01/2023	02/29/2028
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	90	03/01/2023	02/29/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	45

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	45	02/01/2024	02/29/2028
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	02/01/2024	02/29/2028

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Payment Details

Feb 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	45	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	$0.00	$0.00	$0.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	45	$79,920.00	$0.00	$79,920.00
Total				**$79,920.00**	**$0.00**	**$79,920.00**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Exceptions to Standard Terms and Conditions

This quote is contingent upon Agency payment of any and all outstanding invoices of contract #00044209.

6/6/2022

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-390693-44718.656KW

Issued: 06/06/2022
Quote Expiration: 12/31/2022
Estimated Contract Start Date: 03/01/2023
Account Number: 109637
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Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice-100 Perry St 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock, CO 80104-2486 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Watson Phone: (480) 463-2203 Email: kwatson@axon.com Fax: (480) 463-2203	Todd Brown Phone: (303) 814-6404 Email: tbrown@crgov.com Fax: (303) 663-6105

Quote Summary

Program Length	60 Months
TOTAL COST	$29,095.40
ESTIMATED TOTAL W/ TAX	$29,095.40

Discount Summary

Average Savings Per Year	$533.00
TOTAL SAVINGS	$2,665.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	$5,819.08	$0.00	$5,819.08
Feb 2024	$5,819.08	$0.00	$5,819.08
Feb 2025	$5,819.08	$0.00	$5,819.08
Feb 2026	$5,819.08	$0.00	$5,819.08
Feb 2027	$5,819.08	$0.00	$5,819.08
Total	**$29,095.40**	**$0.00**	**$29,095.40**

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DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

Quote Unbundled Price:	$31,760.40
Quote List Price:	$31,760.40
Quote Subtotal:	$29,095.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	60		$25.00	$25.00	$4,500.00	$0.00	$4,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		$29.17	$29.17	$3,500.40	$0.00	$3,500.40
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	60		$99.00	$87.90	$21,095.00	$0.00	$21,095.00
Total							**$29,095.40**	**$0.00**	**$29,095.40**

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Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	03/01/2023	02/29/2028
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	03/01/2023	02/29/2028
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	03/01/2023	02/29/2028

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Payment Details

Feb 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$900.00	$0.00	$900.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$700.08	$0.00	$700.08
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$4,219.00	$0.00	$4,219.00
Total				**$5,819.08**	**$0.00**	**$5,819.08**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Exceptions to Standard Terms and Conditions

Agency has existing contract #00047534 (originated via Q-318894) and is terminating that contract upon the new license start date (3/1/2023) of this quote.

The parties agree that Axon is granting a refund of $2,665.00 to refund paid, but undelivered services. This discount is based on a ship date range of 2/1/2023-2/15/2023, resulting in a 3/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices.

6/6/2022

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Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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7 **Warranty**.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

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10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4 **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.

19.6 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, Arizona 85255 legal@axon.com	Agency: Town of Castle Rock Attn: Commander Todd Brown 100 N. Perry Street Castle Rock, CO 80104 tbrown@crgov.com

19.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 4/23/2021 | 1:36 PM MST

DS

Agency: Town of Castle Rock

Signature: David L. Corliss

Name: David L. Corliss

Title: Town Manager

Date: 5/26/2021 | 5:42 PM MDT

Attest

Lisa Anderson, Town Clerk

Approve as to form

Michael J. Hyman, Town Attorney

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.
"**Agency Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- **13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- **13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- **13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- **13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- **13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- **13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- **13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

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Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

4 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included

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System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

5 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction.

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

6 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

7 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

8 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

9 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

10 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for

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the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

11 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

12 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

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8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:

- 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- 4.5 Promptly install and implement any software updates provided by Axon;
- 4.6 Ensure that all appropriate data backups are performed;
- 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
- 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

1 **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2 **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Fleet 3 LTE Requirements**. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

   If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.

3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.

4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- 3.4 use trade secret information contained in Virtual Reality Content;
- 3.5 resell, rent, loan or sublicense Virtual Reality Content;
- 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Channel Services Appendix

1 **Definitions**.
"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of

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the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-295397-44299.836MD

Issued: 04/13/2021

Quote Expiration: 06/15/2021

Account Number: 109637

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Todd Brown
Castle Rock Police Dept. - CO
100 PERRY ST.
CASTLE ROCK, CO 80104
US

BILL TO
Castle Rock Police Dept. - CO
100 PERRY ST.
CASTLE ROCK, CO 80104
US

SALES REPRESENTATIVE
Mary Dunn
Phone: (480) 463-2187
Email: mdunn@axon.com
Fax: (480) 463-2187

PRIMARY CONTACT
Todd Brown
Phone: 1-303-663-6100
Email: tbrown@crgov.com

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Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	1	0.00	0.00	0.00
20242	TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS	120	90	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	90	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120	90	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	2,700	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	120	90	0.00	0.00	0.00
73681	AXON RECORDS FULL	120	90	0.00	0.00	0.00
73739	PERFORMANCE LICENSE	120	90	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	90	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	120	90	0.00	0.00	0.00
85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	120	90	0.00	0.00	0.00
73618	CITIZEN FOR COMMUNITIES USER ACCESS LICENSE	120	90	0.00	0.00	0.00
73478	REDACTION ASSISTANT USER ACCESS LICENSE	120	90	0.00	0.00	0.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	120	90	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	120	1	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	120	90	0.00	0.00	0.00

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Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
75015	SIGNAL SIDEARM KIT		90	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		2	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		90	0.00	0.00	0.00
20034	TASER 7 10 YEAR HANDLE WARRANTY		90	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		7	699.00	699.00	4,893.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		270	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		270	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		180	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		45	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		45	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	43.90	43.90	87.80
74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		99	0.00	0.00	0.00
20035	TASER 7 10 YEAR BATTERY WARRANTY		99	0.00	0.00	0.00
20036	TASER 7 10 YEAR DOCK WARRANTY		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		7	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND		80	0.00	0.00	0.00
20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND		10	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	300.00	300.00	300.00
74200	TASER 7 6-BAY DOCK AND CORE		1	1,500.00	14,883.99	14,883.99
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	750.00	750.00

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Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73943	OFFICER SAFETY PLAN 7+ PREMIUM 10 YR BUNDLE HEADER	120	90	0.00	0.00	0.00
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	2,734.66	246,119.40
80190	Evidence.com Channel Services		1	0.00	0.00	0.00
20378	HTC SUNRISE VR HEADSET		1	0.00	0.00	0.00
20271	AXON VR CONTROLLER KIT		1	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	120	7	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	120	2	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		2	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
Services						
20384	FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE	120	1	0.00	0.00	0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85144	AXON STARTER		1	2,750.00	0.00	0.00
85147	CEW STARTER		1	2,750.00	0.00	0.00
					Subtotal	270,068.09
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	270,068.09

Year 1 - TAP Refresh

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		83	0.00	0.00	0.00
74211	AXON BODY 3 - 1 BAY DOCK		83	0.00	0.00	0.00
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	12	83	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		91	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		83	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	83	0.00	0.00	0.00

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Year 1 - TAP Refresh (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		83	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		3	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		3	0.00	0.00	0.00
20034	TASER 7 10 YEAR HANDLE WARRANTY		3	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	3	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00

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Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	0.00	0.00	0.00
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
73309	AXON CAMERA REFRESH ONE		90	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
Other						
73995	OFFICER SAFETY PLAN 7+ PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00

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Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
73310	AXON CAMERA REFRESH TWO		90	0.00	0.00	0.00
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		83	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 6

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73964	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y6	12	90	2,954.04	3,000.75	270,067.50
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73965	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y7	12	90	3,042.72	3,000.75	270,067.50
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 8

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73966	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y8	12	90	3,133.92	3,000.75	270,067.50
73345	AXON CAMERA REFRESH THREE		90	0.00	0.00	0.00
73347	MULTI-BAY BWC DOCK 3RD REFRESH		2	0.00	0.00	0.00
73345	AXON CAMERA REFRESH THREE		3	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

Year 9

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73967	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y9	12	90	3,228.00	3,000.75	270,067.50
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 10

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73968	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y10	12	90	3,324.84	3,000.75	270,067.50
73346	AXON CAMERA REFRESH FOUR		90	0.00	0.00	0.00
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		83	0.00	0.00	0.00
73348	MULTI-BAY BWC DOCK 4TH REFRESH		2	0.00	0.00	0.00
73346	AXON CAMERA REFRESH FOUR		3	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Grand Total	**2,700,675.59**

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

AXON

Discounts (USD)

Quote Expiration: 06/15/2021

List Amount	2,718,181.50
Discounts	17,505.91
Total	**2,700,675.59**

*Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1	270,068.09
Year 1 - TAP Refresh	0.00
Spares	0.00
Year 2	270,067.50
Year 3	270,067.50
Year 4	270,067.50
Year 5	270,067.50
Year 6	270,067.50
Year 7	270,067.50
Year 8	270,067.50

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

AXON

Summary of Payments (Continued)

Payment	Amount (USD)
Year 9	270,067.50
Year 10	270,067.50
Grand Total	**2,700,675.59**

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) **and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Mary Dunn at mdunn@axon.com or fax to (480) 463-2187

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Previously Executed

Axon Internal Use Only		
		SFDC Contract#: Order Type: RMA#: Address Used: SO#:
Review 1	Review 2	
Comments:		

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

AXON

Castle Rock Police Dept. - CO

Previously Executed

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

EXHIBIT B

AXON QUOTE Q-575833-45446.896DG

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-575833-45446.896DG

Issued: 06/03/2024

Quote Expiration: 06/25/2024

Estimated Contract Start Date: 07/01/2024

Account Number: 109637

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Castle Rock Police Dept. - CO 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock CO 80104-2486 USA Email:	David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Todd Brown Phone: (303) 814-6404 Email: tbrown@crgov.com Fax: (303) 663-6105

Previously Executed

Quote Summary

Program Length	84 Months
TOTAL COST	$618,408.00
ESTIMATED TOTAL W/ TAX	$618,408.00

Discount Summary

Average Savings Per Year	$5,518.80
TOTAL SAVINGS	$38,631.60

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	$52,564.68	$0.00	$52,564.68
Jun 2025	$94,307.22	$0.00	$94,307.22
Jun 2026	$94,307.22	$0.00	$94,307.22
Jun 2027	$94,307.22	$0.00	$94,307.22
Jun 2028	$94,307.22	$0.00	$94,307.22
Jun 2029	$94,307.22	$0.00	$94,307.22
Jun 2030	$94,307.22	$0.00	$94,307.22
Total	**$618,408.00**	**$0.00**	**$618,408.00**

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Quote Unbundled Price:	**$657,039.60**
Quote List Price:	**$657,039.60**
Quote Subtotal:	**$618,408.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73680	AXON RESPOND PLUS - LICENSE	10	84		$22.43	$0.00	$0.00	$0.00	$0.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	10	84		$23.56	$0.00	$0.00	$0.00	$0.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	84		$73.62	$73.62	$618,408.00	$0.00	$618,408.00
Total							**$618,408.00**	**$0.00**	**$618,408.00**

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	07/01/2024	06/30/2031
A la Carte	73680	AXON RESPOND PLUS - LICENSE	10	07/01/2024	06/30/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	10	07/01/2024	06/30/2031

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 Perry St	Castle Rock	CO	80104-2486	USA

Payment Details

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$52,564.68	$0.00	$52,564.68
Invoice Upon Fulfillment	73680	AXON RESPOND PLUS - LICENSE	10	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	10	$0.00	$0.00	$0.00
Total				**$52,564.68**	**$0.00**	**$52,564.68**

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	$94,307.22	$0.00	$94,307.22
Total				**$94,307.22**	**$0.00**	**$94,307.22**

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Previously Executed

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Signature

Date Signed

6/3/2024

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

EXHIBIT B-3

AXON QUOTE Q-763276-46002DG

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-763276-46002DG

Issued: 12/11/2025

Quote Expiration: 01/23/2026

Estimated Contract Start Date: 02/01/2026

Account Number: 109637

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Castle Rock Police Dept. - CO 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock CO 80104-2486 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Mark Galvan Phone: Email: mgalvan@crgov.com Fax:

Quote Summary

Program Length	65 Months
TOTAL COST	$673,778.01
ESTIMATED TOTAL W/ TAX	$673,778.01

Discount Summary

Average Savings Per Year	$47,361.23
TOTAL SAVINGS	$256,540.02

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	$19,738.40	$0.00	$19,738.40
Jul 2026	$130,807.92	$0.00	$130,807.92
Jul 2027	$130,807.92	$0.00	$130,807.92
Jul 2028	$130,807.92	$0.00	$130,807.92
Jul 2029	$130,807.92	$0.00	$130,807.92
Jul 2030	$130,807.93	$0.00	$130,807.93
Total	$673,778.01	$0.00	$673,778.01

Quote Unbundled Price:	$930,340.25
Quote List Price:	$705,277.75
Quote Subtotal:	$673,778.01

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	65		$51.55	$51.55	$56,962.75	$0.00	$56,962.75
M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	65	$519.90	$381.40	$365.75	$594,340.26	$0.00	$594,340.26
A la Carte Hardware									
11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10			$34.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	25			$899.00	$899.00	$22,475.00	$0.00	$22,475.00
H00003	AB4 1-Bay Dock Bundle	25			$229.00	$0.00	$0.00	$0.00	$0.00
Total							$673,778.01	$0.00	$673,778.01

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	25	1	01/01/2026
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	25	1	01/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	25	1	01/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	28	1	01/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	28	1	01/01/2026
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	28	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100591	AXON TASER - CLEANING KIT	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100833	AXON VR - CONTROLLER - TASER 7	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY - RH	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101294	AXON VR - TABLET	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101300	AXON VR - TABLET CASE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	30	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	125	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	125	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	50	1	01/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	50	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	50	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2026
A la Carte	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	25	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	25	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	25	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	25	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	25	1	06/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100590	AXON MY90 - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	25	02/01/2026	06/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101706	AXON FUSUS - LICENSE - PRO+ USER	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20370	AXON VR - USER ACCESS - FULL VR	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	25	02/01/2026	06/30/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	25
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	25
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	25	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	25	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	25	01/01/2027	06/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 Perry St	Castle Rock	CO	80104-2486	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	25	$0.00	$0.00	$0.00
Total				$0.00	$0.00	$0.00

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$4,890.77	$0.00	$4,890.77
Year 1	H00001	AB4 Camera Bundle	25	$1,929.68	$0.00	$1,929.68
Year 1	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 1	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$12,917.95	$0.00	$12,917.95
Invoice Upon Fulfillment	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$0.00	$0.00	$0.00
Total				$19,738.40	$0.00	$19,738.40

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 2	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 2	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 2	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				$130,807.92	$0.00	$130,807.92

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 3	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 3	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 3	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				$130,807.92	$0.00	$130,807.92

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 4	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 4	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 4	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				$130,807.92	$0.00	$130,807.92

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$10,253.30	$0.00	$10,253.30
Year 5	H00001	AB4 Camera Bundle	25	$4,045.50	$0.00	$4,045.50
Year 5	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 5	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$116,509.12	$0.00	$116,509.12
Total				$130,807.92	$0.00	$130,807.92

Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	$11,058.80	$0.00	$11,058.80
Year 6	H00001	AB4 Camera Bundle	25	$4,363.32	$0.00	$4,363.32
Year 6	H00003	AB4 1-Bay Dock Bundle	25	$0.00	$0.00	$0.00
Year 6	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	$115,385.81	$0.00	$115,385.81
Total				$130,807.93	$0.00	$130,807.93

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

Date Signed

12/11/2025



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EXHIBIT B-4

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Town a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Town any right to enhancements or updates, but if such are made available to Town and obtained by Town, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Town agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Town terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Town may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Town may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Town may not rent, lease, sublicense, grant a security interest in or otherwise transfer Town's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Town with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Town may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Town. If Town receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Town to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Town agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Town ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Town's computer or computer system, Town agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be

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downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Town supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

1. Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Town would like to obtain feedback.

1.3. "**Town Data**" means

1.3.1. "My90 Town Content" which means data, including Recipient Contact Information, provided to My90 directly by Town or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Town Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Town's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and Town support activities. My90 Non-Content Data does not include My90 Town Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Town and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Town a subscription to My90, Town may access and use My90 to store and manage My90 Town Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern

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all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.
4. **Town Owns My90 Town Content.** Town controls or owns all rights, titles, and interests in My90 Town Content. Except as outlined herein, Axon obtains no interest in My90 Town Content, and My90 Town Content is not Axon's business records. Except as set forth in this Agreement, Town is responsible for uploading, sharing, managing, and deleting My90 Town Content. Axon will only have access to My90 Town Content for the limited purposes set forth herein. Town agrees to allow Axon access to My90 Town Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Town Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Town Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Town Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Town, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Town use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Town agrees to allow Axon access to My90 Non-Content Data from Town to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Town Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Town Data. For all Town, Axon will Process and store Town Data within the country in which Town is located. Ownership of My90 Town Content remains with Town.
9. **Required Disclosures.** Axon will not disclose Town Data that Town shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Town if any disclosure request is received for Town Data so Town may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
    - 10.1. Axon may share Town Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Town.
    - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Towns, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Town grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Town Data for internal

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use including but not limited to analysis and creation of derivatives. Axon may not release Town Data to any third party under this right that is not aggregated and de-identified. Town acknowledges that Town will have no intellectual property right in any media, good or service developed or improved by Axon. Town acknowledges that Axon may make any lawful use of My90 Data and any derivative of Town Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Town will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Town Use of Aggregated Survey Response.** Axon will make available to Town Aggregated Survey Response and rights to use for any Town purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Town by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Town's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Town Content. If in regard to My90 Town Content, Axon receives a Data Subject Request from Town's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Town. Town will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Town Content.** With regard to the processing of My90 Town Content, Axon shall, if not prohibited by applicable law, notify Town without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Town Content; (b) receives a complaint or request from a third party regarding the obligations of Town or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Town Content or the Processing or protection of My90 Town Content. Axon shall not respond to such requests, complaints, or communications, unless Town has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Town of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Town Content, Town will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Town acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Town also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention.** Phone numbers provided to Axon directly by Town or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Town Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Town is responsible for:

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18.1. Ensuring My90 Town Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

18.2. Ensuring that only My90 Town Content that is authorized to be shared for the purposes outlined is shared with Axon. Town will periodically monitor or audit this shared data;

18.3. Using an appropriately secure data transfer mechanism to provide My90 Town Content to Axon;

18.4. Immediately notify Axon if My90 Town Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Town Content in the event Town requests to un-share previously shared My90 Town Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Town will:

19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

19.2. develop a set of default qualification criteria of what My90 Town Content may be shared with Axon; and

19.3. assign responsibilities for managing what My90 Town Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Town Responsibilities.** Town is responsible for:

20.1. ensuring no My90 Town Content or Town End User's use of My90 Town Content or My90 violates this Agreement or applicable laws;

20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Town Data in accordance with this Agreement; and

20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Town becomes aware of any violation of this Agreement by an End User, Town will immediately terminate that End User's access to My90. Town will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Town Content. Town is responsible for ensuring the configuration and utilization of My90 meets applicable Town regulations and standards. Town may not sell, transfer, or sublicense access to any other entity or person. Town shall contact Axon immediately if an unauthorized party may be using Town's account or My90 Town Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Town's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Town or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other Town; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Town remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Town Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Town and Town End Users, may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source

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code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Town obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Town may create, distribute, and analyze feedback from individuals it designates. Town may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Town may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Town Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Town to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Town use. Town will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Town to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Town; (2) other Axon Town; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Town stakeholders, market the partnership to the public, and facilitate training.

Certificate Of Completion

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Status: Completed
Subject: Complete with Docusign: Axon Enterprise Inc. Additional Equipment and Services AMD3 CON-2025-07...
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Signatures: 1
Certificate Pages: 4
Initials: 0
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Envelope Originator:
Brian Frey
17800 N 85th St
Scottsdale, AZ 85255
bfrey@axon.com
IP Address: 2601:600:9080:2

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Signer Events	Signature	Timestamp
Robert E. Driscoll, Jr. bobby@axon.com Deputy General Counsel Axon Enterprise, Inc. Security Level: Email, Account Authentication (None)	Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424... Signature Adoption: Pre-selected Style Using IP Address: 75.167.15.255	Sent: 1/12/2026 1:56:36 PM Viewed: 1/12/2026 3:08:34 PM Signed: 1/12/2026 3:08:54 PM

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Editor Delivery Events	Status	Timestamp

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Certified Delivery Events	Status	Timestamp

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Dave Gollobit dgollobit@axon.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/12/2026 1:56:37 PM Viewed: 1/12/2026 3:09:58 PM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/12/2026 3:08:34 PM
Signing Complete	Security Checked	1/12/2026 3:08:54 PM
Completed	Security Checked	1/12/2026 3:08:54 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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How to contact Axon Enterprise, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: legal@axon.com

To advise Axon Enterprise, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legal@axon.com and in the body of such request you must state: your previous email

address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Axon Enterprise, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legal@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Axon Enterprise, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to legal@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Axon Enterprise, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprise, Inc. during the course of your relationship with Axon Enterprise, Inc..