



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/21/2025

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**Item #:** 25. **File #:** RES 2025-139

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**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)*

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### 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: \_\_\_\_\_"*

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**Item #: 25. File #: RES 2025-139**

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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.

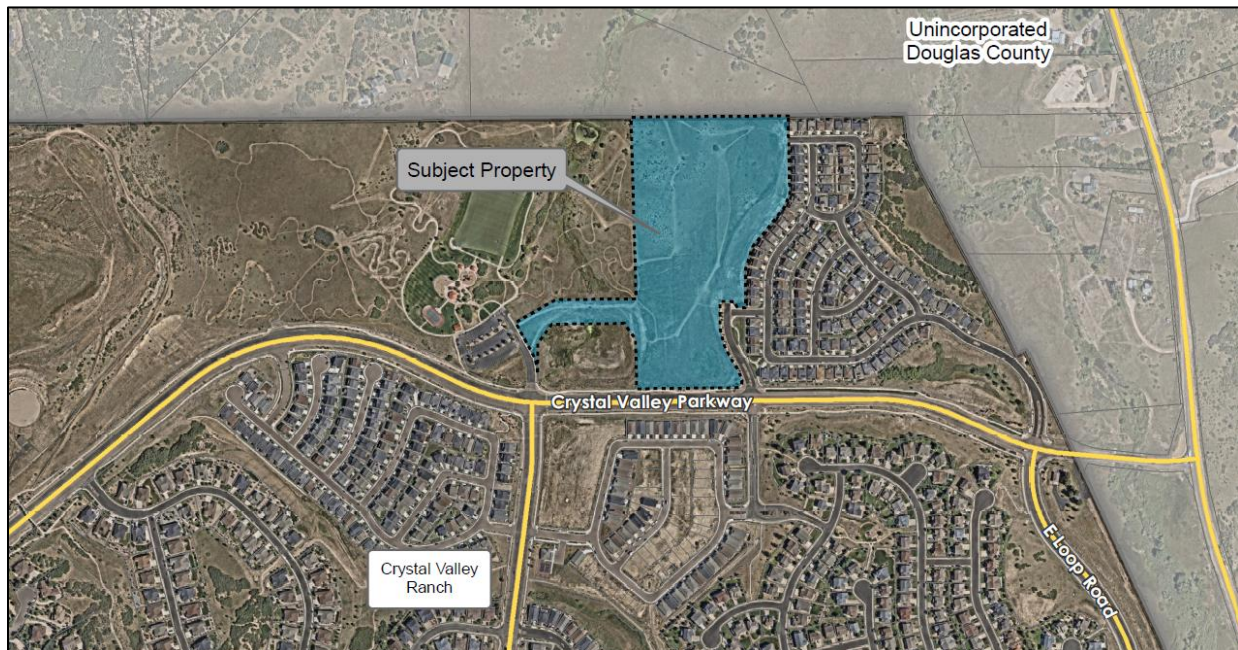


Figure 1: Vicinity Map

## **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, 4<sup>th</sup> 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

**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 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 an 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:

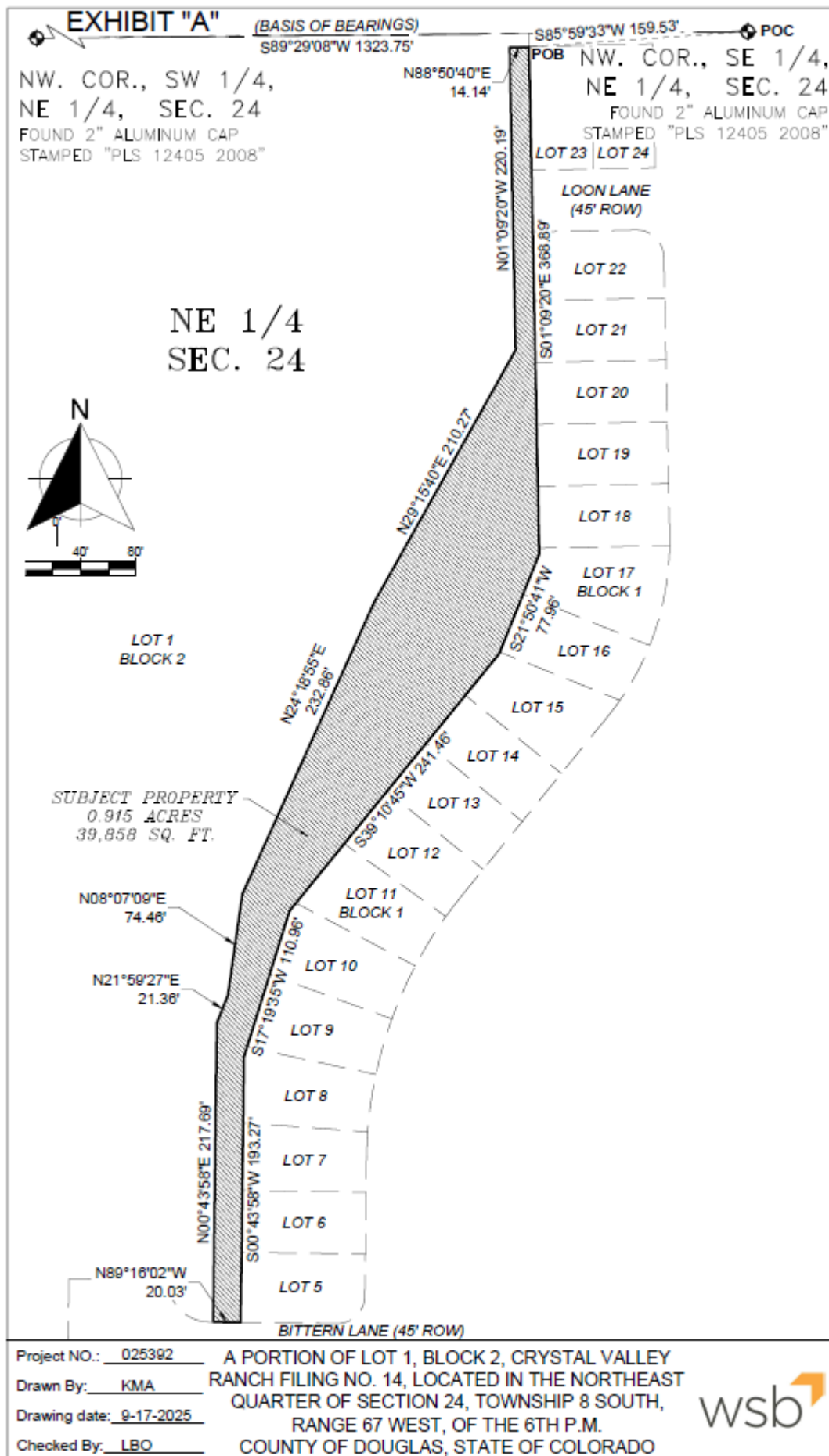
\_\_\_\_\_  
Town Attorney

**CVR PA3A LLC,**  
a Colorado limited liability company

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

Title: Gregg Brown, Manager

**Exhibit A**  
Legal Description of the Developer Swap Parcel  
(see attached)



## **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"

NW. COR., SW 1/4,  
NE 1/4, SEC. 24  
FOUND 2" ALUMINUM CAP  
STAMPED "PLS 12405 2008"

KEN L & LAUREL LYNN  
MAUPIN  
REC# 99077897  
N89°29'08"E 1323.75'  
(BASIS OF BEARINGS)

NW. COR., SE 1/4,  
NE 1/4, SEC. 24  
FOUND 2" ALUMINUM CAP  
STAMPED "PLS 12405 2008"

POC --- 349.64' --- POB 929.10' ---

N89°29'08"E 45.01'



SUBJECT PROPERTY  
0.915 ACRES  
39,857 SQ. FT.

TRACT P  
CRYSTAL VALLEY  
RANCH FILING 1

LOT 1  
BLOCK 2  
CRYSTAL VALLEY  
RANCH FILING 14

NE 1/4  
SEC. 24

N01°38'19"W 885.77'

S01°38'19"E 885.67'

S89°21'16"W 45.01'

LOT 1  
BLOCK 2  
CRYSTAL VALLEY  
RANCH FILING 14

Project NO.: 025392 A PORTION OF TRACT P, CRYSTAL VALLEY RANCH  
FILING NO. 1, LOCATED IN THE NORTHEAST  
Drawn By: KMA QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH,  
Drawing date: 6-09-2025 RANGE 67 WEST, OF THE 6TH P.M.  
Checked By: LBO COUNTY OF DOUGLAS, STATE OF COLORADO



## **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



## Site Plan B



## **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:**

**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

**Exhibit A**  
**Legal Description**

Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County, Colorado

**Exhibit B**  
**Property Swap Map**





Subject Property

Crystal Valley Parkway

Crystal Valley  
Ranch

W Loop Road

E Loop Road

S Lake Gulch Road

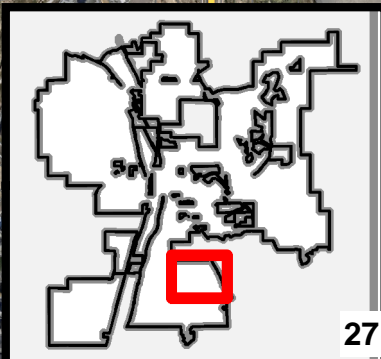
PREAPP25-0012 Vicinity Map



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](mailto:accessibility@CRgov.com) or submit an accommodation request form at [CRgov.com/A11yRequest](https://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:



<b>Parcel</b>	<b>Acreage</b>	<b>Trigger</b>
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 <sup>9</sup>	14.9	With first plat in PA-15E-North
OSD - Trail <sup>9</sup>	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

<sup>9</sup> 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

## Attachment D

**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.

## 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

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](mailto:rdcosgrove@dcsdk12.org)

To Owner: CVR PA3A LLC  
1700 Lincoln Street, Suite 2100  
Denver, Colorado 80209  
Email: [gregg@cvranch.com](mailto: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.

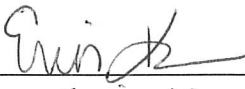


- h. **Counterparts.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as 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.

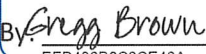
[Signatures appear on next page.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

DOUGLAS COUNTY SCHOOL DISTRICT

By:   
Name: Erin Kane  
Title: Superintendent

CVR PA3A LLC,  
a Colorado limited liability company

Signed by:  
By:   
EED406B6C8CE40A...

Gregg Brown, Manager



February 3, 2025

**Via Email**

Tara Vargish, PE  
Director Development Services  
Town of Castle Rock  
[tvargish@crgov.com](mailto:tvargish@crgov.com)

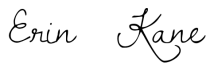
Re: Written Notice Concerning Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County,  
Colorado ("School Site")

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](mailto:richard.cosgrove@dcsdk12.org)), the District's Chief Operations Officer, or Kristin Edgar ([kedgar@celaw.com](mailto:kedgar@celaw.com)), the District's outside counsel, if you have any questions.

Sincerely,



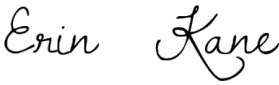
Erin Kane  
Superintendent

cc: Gregg Brown (via email to [gregg@cvranch.com](mailto:gregg@cvranch.com))  
Jeremy Rothstein (via email to [jrothstein@sennlaw.com](mailto:jrothstein@sennlaw.com))  
Mike Hyman (via email to [mhyman@crgov.com](mailto:mhyman@crgov.com))  
Rich Cosgrove (via email to [richard.cosgrove@dcsdk12.org](mailto:richard.cosgrove@dcsdk12.org))  
Kristin Edgar (via email to [kedgar@celaw.com](mailto:kedgar@celaw.com))

## Document Details

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<b>File Name</b>	Vargish.pdf
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## Document History

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<b>Document Sent</b>	Document Sent to Erin Kane (erin.kane@dcsdk12.org)	Feb 03 2025 07:01PM America/Denver
<b>Document Viewed</b>	Document Viewed by Erin Kane (erin.kane@dcsdk12.org) IP: 66.85.41.58	Feb 04 2025 08:26AM America/Denver
<b>Document Signed</b>	Document Signed by Erin Kane (erin.kane@dcsdk12.org) IP: 66.85.41.58 	Feb 04 2025 08:26AM America/Denver
<b>Document Completed</b>	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:





















## 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.

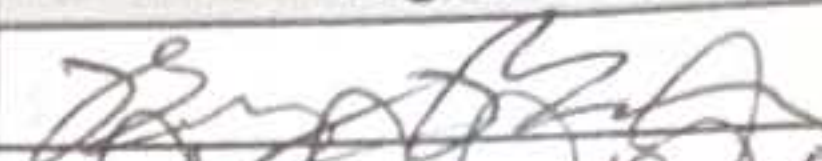


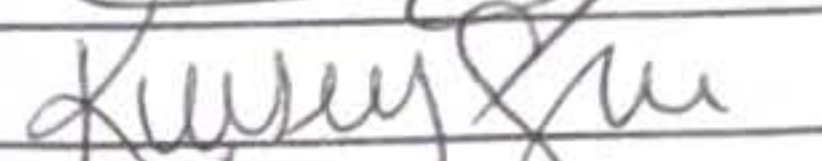
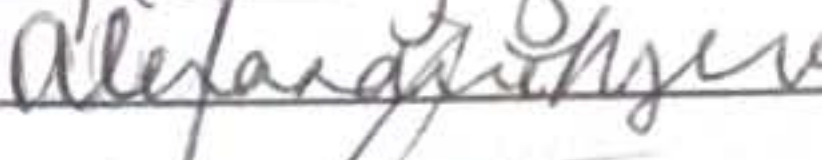
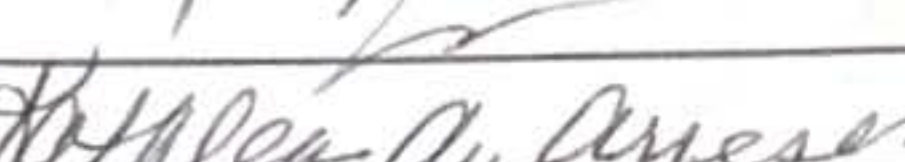

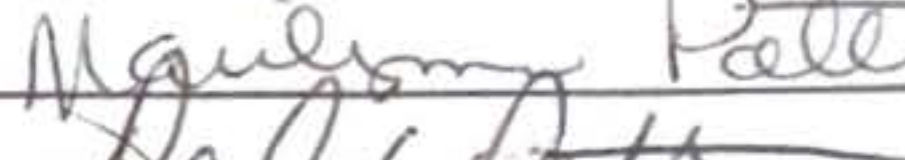

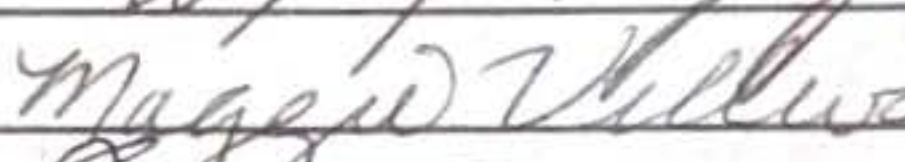
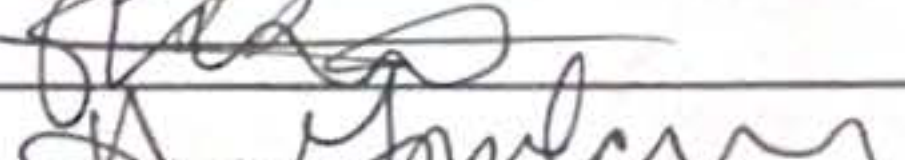
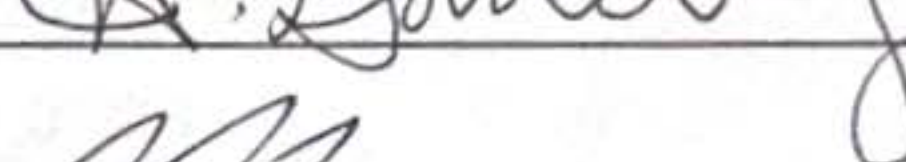
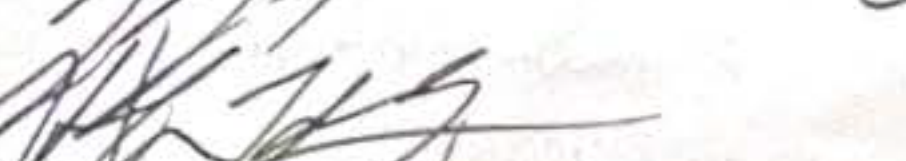

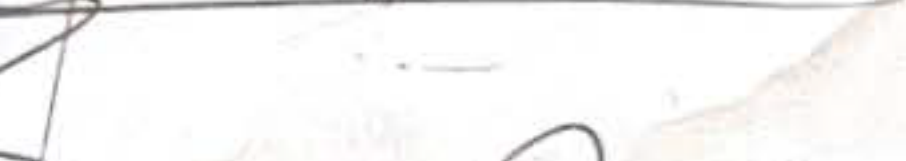
Residents were not parties to the original school-site transaction, nor given adequate notice when the District initiated reconveyance. Yet we will bear the lasting impacts—loss of open space, increased traffic, and reduced property values. The Council still has both the authority and responsibility 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		
Amber Apostolo		
Beth Towler		
Chris Towler		
Kelsey Soloninka		
Alexandria Nestelroad		
Jonathan Schrage		
Kathleen Arneson		
David A. Arneson		
Marilynn Patterson		
DAVID PATTERSON		
Will Kornegay		
Maggie Villwood		
Sharon Beck		
Hilary Goulding		

Jesse Jaro

C. Hannah Kelley

Oscar Duran

Paul R. Johnson

Emily Mortensen

KC Gosh

Elena Stanfield

Jeff Richmond

MARK STROMFIELD



Paul R. Johnson

KC Gosh

Elena Stanfield

Jeff Richmond

Mark Stromfield

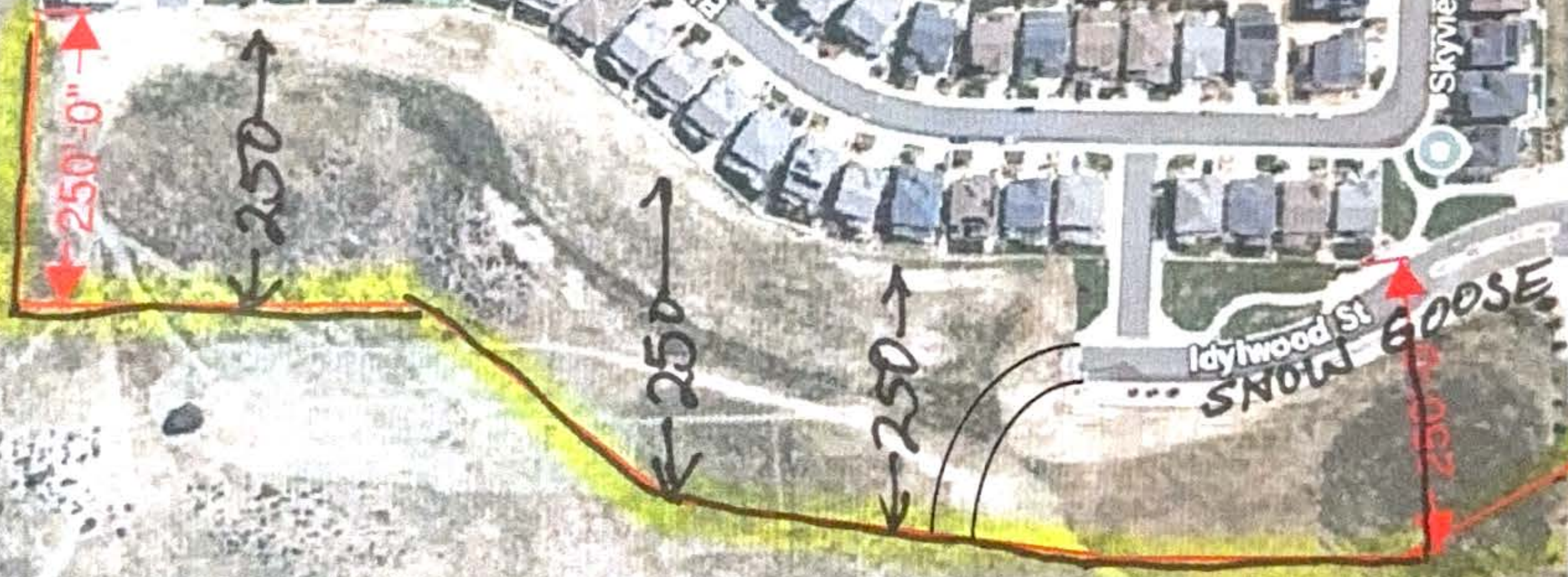


Finance  
will sign  
later  
step by

Name	Signature
Scott Self	Scott Self
Crystal Batignani	Crystal Batignani
Savana Gullett	Savana Gullett
Margaret Connor	Margaret Connor
Annie Forney	Annie Forney
Melissa Mammula	Melissa Mammula
Bristle Mammula	Bristle Mammula
Ken Yokoyama	Ken Yokoyama
Debra Yokoyama	Debra Yokoyama
Carly Lutz	Carly Lutz
Alutain Dickey	Alutain Dickey
Sason Miller	Sason Miller
ROBIN ESTERHAKEN	Robin Esterhaken
ARUNAKSHA BANERJEE	Arunaksha Banerjee
David Gisel	David Gisel



OPTION #4



Kingdom Hall of  
Witnesses - 6200

LOON Cir

Shoveler Trail

Scott Ln

Scaup Trail

Brown St

Garganey Dr

Garganey Dr

Crystal Valley Pkwy

Crystal Valley Pkwy

Idylwood St

Idylwood St

SNOW GOOSE

Crystal Valley Pkwy

Dawkins Dr

Rhyolite Park  
Disc Golf Start



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 1 ▼  
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\*

City\*

Castle Rock

State\*

CO

Zip\*

80104

Email address\*



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?\*

☒

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



# 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





# 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?

