

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
CASTLE ROCK AND THE BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING A
FINANCIAL CONTRIBUTION TO THE TOWN FOR THE
ACQUISITION OF LOST CANYON RANCH**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this day of April 16, 2024 (the “Effective Date”), by and between the Town of Castle Rock, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "County"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are legally empowered under Section 29-1-201, et seq., C.R.S. to enter into this Agreement; and

WHEREAS, the Town has identified certain real property in Douglas County, Colorado owned by Lost Canyon, LLC, more particularly described in *Exhibit A* and generally depicted on *Exhibit B*, which are attached hereto and incorporated herein by reference, and containing a total of approximately 681.07 acres (the “Property”), as property the Town desire to obtain for open space, trail and conservation uses; and

WHEREAS, the Town is working with The Conservation Fund, a non-profit corporation dedicated to the preservation of this country’s most critical lands and waters, to acquire the Property; and

WHEREAS, prior to the conveyance of the Property to the Town, The Conservation Fund will place a conservation easement on the Property in favor of the Douglas Land Conservancy, for the purpose of ensuring the preservation of the Property as open space for the use and enjoyment of the public (the “Conservation Easement”); and

WHEREAS, the preservation of the Property as public open space will benefit the existing and future residents of both the Town and the County for the foreseeable future; and

WHEREAS, it is anticipated that the purchase price for the Property will be \$14,326,021.00; and

WHEREAS, the Town further expects to incur a total of \$162,000.00 in costs for conducting due diligence on the Property; and

WHEREAS, to help defray these costs, the Town has received a grant in the amount of \$3,000,000.00 from the Great Outdoors Colorado Trust Fund and a contribution in the amount of \$200,000.00 from an unnamed private foundation, by and through The Conservation Fund; and

WHEREAS, the Town has requested County assistance in funding the acquisition of the Property; and

WHEREAS, in recognition of the public purpose to be served by the preservation of open space, the County is willing to commit an additional \$5,500,000.00 in funding towards the acquisition of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

Section 1. Acknowledgment and Incorporation of Recitals. The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.

Section 2. Town's Contributions and Responsibilities.

A. Acquisition of Property. The Town is responsible for managing all aspects of the acquisition of this Property. The Town is responsible to prepare documents, complete all necessary permitting requirements, and obtain necessary approvals. Except as expressly provided in Section 3, below, the Town and its other funding partners shall be responsible for paying all costs associated with such acquisition. The Town anticipates closing on the Property by April 25, 2024 (the "Closing Date").

B. Annexation of Property. Following the acquisition of the Property by the Town, the Town Manager shall initiate the process for the annexation of such Property. It is the Town's intent to complete the annexation of the Property by September 1, 2024.

C. Invoice for County's Contribution. Section 3 identifies the County's maximum contribution for the Property. The Town shall prepare a written invoice and submit it electronically to the County. The invoice shall request one hundred percent (100%) of the County's contribution for payment directly to the Town or for deposit into an escrow account established by Town, at the Town's sole discretion. The Town's invoice may be submitted no sooner than the date upon which this Agreement is executed by the Parties. The Town and its other funding partners are solely responsible for any amounts needed to cover the purchase over and above the County's contribution.

D. Management of the Property. Following acquisition, the Town agrees to own, manage, and maintain the Property and any associated improvements, including those improvements currently located on the Property, as well as any improvements that the Town may construct on the Property to facilitate its use for passive outdoor recreational and educational activities. The County has no financial responsibility to contribute or reimburse the Town for any activities associated with the Town's ownership, including the construction and maintenance of multi-use non-motorized trail improvements, site amenities, parking facilities, educational markers and monuments, and the repair and maintenance of existing buildings and improvements.

E. Construction of Trail System. Because both the County and the Town desire that the general public have access to the Property, the Town, subject to the annual appropriation of sufficient funds therefor, shall use best conservation practices to design, install, and maintain a trail system on the Property. The trail system shall be designed in such a manner so as to ensure public access throughout the entire Property as may be permitted by the Conservation Easement and best and reasonable conservation practices. The Parties acknowledge that certain sections of the Property that contain environmentally sensitive, archeological, or historic features will not be made available for public access. Within thirty-six (36) months after closing on the Property, the Town shall use best and reasonable efforts to design, install, and open the first segment of a trail system, including any necessary trails, signage, and trailhead parking and similar facilities.

F. Annual Report. Beginning on April 1, 2025, and on or before April 1 of each year thereafter through and including April 1, 2034, the Town shall provide the County with an annual report documenting the work performed by the Town on the Property and all related activities during the preceding year. Such report shall describe, in general terms, the Town's use of the Property, all activities associated with, and expenses incurred in the design, installation and maintenance of trails on the Property, estimates regarding public attendance on the Property, efforts undertaken to comply with the Conservation Easement, and any other information requested by the County regarding the Property. A copy of such report shall be provided to the County Open Space Advisory Council (COSAC). The Town shall promptly respond to all County and/or COSAC inquiries regarding the Property and compliance with the provisions of this Agreement.

G. Restrictions on Access. The Town shall use best property management practices to stop and/or deter encroachment or improper access onto the Property, including requiring the removal of any encroachments by adjacent property owners, removing unauthorized access points and unauthorized trails, installation and/or maintenance of fencing along the boundary of the Property, and educating adjacent property owners about Town efforts to prohibit encroachment.

H. Promotion to All County Residents. The Town shall use best and reasonable marketing and educational practices to educate all County residents about the availability of public trails and other outdoor recreational opportunities on the Property, provide invitations to the Douglas County School District and their students for educational field trips, and promote the general use and enjoyment of this regional attraction.

Section 3. County Contribution and Responsibilities.

A. County Contribution. The County contribution for the Property is anticipated to be available immediately upon the execution of this Agreement by the Parties. The County hereby represents that sufficient funds for its contribution have been included in the County's 2024 Adopted Budget and have been appropriated for the purposes described in this Agreement, in accordance with Section 29-1-110, C.R.S. The County's contribution shall not exceed Five Million Five Hundred Thousand Dollars and No Cents (\$5,500,000.00). The County contribution shall be used solely for acquisition and no other purpose unless agreed to by both Parties by executing an amendment to this Agreement. The County contribution is payable to the Town within thirty (30) days after the County has received a written invoice from the Town.

B. No Additional Financial Responsibility. The County has no other financial responsibility to contribute or reimburse the Town whatsoever, including but not limited to: pre-acquisition activities and construction activities associated with proposed improvements. The Town and its other funding partners are responsible for all other costs associated with acquisition of the Property and improvements thereto, including for any unforeseen delays, inflation costs, and all other costs or claims that may be incurred.

Section 4. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until twelve (12) months following the Closing Date; provided, however that this Agreement will terminate on or before December 31, 2024, if the Town has not closed on its agreement to acquire the Property.

Section 5. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in Section 3 of this Agreement if the town is unable to close on its agreement to acquire the Property by the deadline set forth in Section 4 of this Agreement. This Section shall survive the termination of this Agreement.

Section 6. 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 when deposited in the United States mail.

Town: Town of Castle Rock
100 N. Wilcox Street
Castle Rock, Colorado 80104
Attention: David L. Corliss, Town Manager
Email: DCorliss@crgov.com
With an electronic copy sent to: legal@crgov.com

County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Doug DeBord, County Manager
Email: ddebord@douglas.co.us
With an electronic copy sent to: attorney@douglas.co.us

Section 7. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

Section 8. Colorado Law. The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas,

State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal.

Section 9. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

Section 10. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

Section 11. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, board members, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and the Town.

Section 12. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto 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

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

Abe Laydon, Chair

ATTEST:

APPROVED AS TO CONTENT:

Emily Wrenn, Clerk to the Board

Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Jeffrey A. Garcia, County Attorney

Andrew Copland, Director of Finance

Exhibit A
(Legal Description of Property)
(3 pages)

PARCEL A:

A TRACT OF LAND SITUATED IN SECTION 16 AND IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 16 AND CONSIDERING THE EAST LINE OF THE SOUTHEAST 1/4 TO BEAR NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 2664.39 FEET;
THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST A DISTANCE OF 2665.22 FEET TO THE NORTHEAST CORNER OF SECTION 16;
THENCE SOUTH 89 DEGREES 41 MINUTES 21 SECONDS WEST A DISTANCE OF 2636.41 FEET TO THE NORTH 1/4 CORNER OF SECTION 16;
THENCE SOUTH 89 DEGREES 42 MINUTES 05 SECONDS WEST A DISTANCE OF 1317.65 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16;
THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS WEST A DISTANCE OF 1317.56 FEET TO THE NORTHWEST CORNER OF SECTION 16;
THENCE SOUTH 00 DEGREES 28 MINUTES 12 SECONDS WEST A DISTANCE OF 1324.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16;
THENCE SOUTH 00 DEGREES 24 MINUTES 48 SECONDS WEST A DISTANCE OF 1325.28 FEET TO THE WEST 1/4 CORNER OF SECTION 16;
THENCE SOUTH 00 DEGREES 26 MINUTES 08 SECONDS WEST A DISTANCE OF 1325.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16;
THENCE SOUTH 00 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 1325.47 FEET TO THE SOUTHWEST CORNER OF SECTION 16;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 16 A DISTANCE OF 1157.84 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 631.25 FEET TO A POINT ON THE CENTER OF A ROADWAY EASEMENT KNOWN AS TONTO RIM ROAD;
THENCE ALONG SAID CENTER OF ROADWAY EASEMENT FOR THE NEXT (3) COURSES:

1. THENCE SOUTH 01 DEGREES 11 MINUTES 41 SECONDS EAST A DISTANCE OF 460.00 FEET TO A POINT OF CURVE;
2. THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 416.26 FEET, SAID CURVE HAS A RADIUS OF 1412.21 FEET AND A CENTRAL ANGLE OF 16 DEGREES 53 MINUTES 18 SECONDS TO A POINT OF TANGENT;
3. THENCE SOUTH 18 DEGREES 04 MINUTES 59 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 600.00 FEET TO THE POINT ON THE CENTER LINE OF WILLOW CREEK ROAD;

THENCE ALONG THE CENTERLINE OF WILLOW CREEK ROAD FOR THE NEXT TWELVE (12) COURSES:

1. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 199.30 FEET SAID CURVE HAS A RADIUS OF 977.18 FEET AND A CENTRAL ANGLE OF 11 DEGREES 41 MINUTES 09 SECONDS WITH A CHORD THAT BEARS NORTH 64 DEGREES 31 MINUTES 50 SECONDS EAST A DISTANCE OF 198.96 FEET TO A POINT OF TANGENT;

2. THENCE NORTH 70 DEGREES 22 MINUTES 24 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 422.74 FEET TO A POINT OF CURVE;

3. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 97.65 FEET, SAID CURVE HAS A RADIUS OF 188.12 FEET AND A CENTRAL ANGLE OF 29 DEGREES 44 MINUTES 29 SECONDS TO A POINT OF TANGENT;

4. THENCE NORTH 40 DEGREES 37 MINUTES 57 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 303.57 FEET TO A POINT OF CURVE;

5. THENCE NORTHEASTELY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 126.55 FEET, SAID CURVE HAS A RADIUS OF 224.92 FEET AND A CENTRAL ANGLE OF 32 DEGREES 14 MINUTES 14 SECONDS TO A POINT OF TANGENT.

6. THENCE NORTH 08 DEGREES 23 MINUTES 40 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 168.27 FEET TO A POINT OF CURVE;

7. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 95.92 FEET, SAID CURVE HAS A RADIUS OF 137.68 FEET AND A CENTRAL ANGLE OF 39 DEGREES 55 MINUTES 02 SECONDS TO A POINT OF TANGENT;

8. THENCE NORTH 31 DEGREES 31 MINUTES 20 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 250.00 FEET TO A POINT OF CURVE;

9. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 117.53 FEET, SAID CURVE HAS A RADIUS OF 236.93 FEET AND A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 18 SECONDS TO A POINT OF TANGENT;

10. THENCE NORTH 59 DEGREES 56 MINUTES 37 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 90.00 FEET TO A POINT OF CURVE;

11. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 69.11 FEET, SAID CURVE HAS A RADIUS OF 176.99 FEET AND A CENTRAL ANGLE OF 22 DEGREES 22 MINUTES 21 SECONDS TO A POINT OF TANGENT;

12. THENCE NORTH 37 DEGREES 34 MINUTES 19 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 100.01 FEET;

THENCE NORTH 57 DEGREES 52 MINUTES 31 SECONDS EAST A DISTANCE OF 818.37 FEET;

THENCE SOUTH 04 DEGREES 29 MINUTES 01 SECONDS WEST A DISTANCE OF 163.98 FEET;

THENCE SOUTH 61 DEGREES 46 MINUTES 34 SECONDS EAST A DISTANCE OF 267.34 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 470.00 FEET;
THENCE NORTH 76 DEGREES 51 MINUTES 46 SECONDS EAST A DISTANCE OF 666.95 FEET;
THENCE NORTH 10 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 308.01 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 1615.65 FEET
THENCE SOUTH 00 DEGREES 18 MINUTES 56 SECONDS WEST A DISTANCE OF 348.50 FEET
TO THE SOUTH LINE OF SECTION 16;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.01 FEET
TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO HARRY CARL RYBERG JR IN COLORADO QUITCLAIM DEED RECORDED DECEMBER 19, 2023 UNDER RECEPTION NO. 2023052758.

PARCEL B:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED MAY 13, 1968 IN BOOK 183 AT PAGE 260, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL C:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED JULY 29, 1968 IN BOOK 185 AT PAGE 332, COUNTY OF DOUGLAS, STATE OF COLORADO.

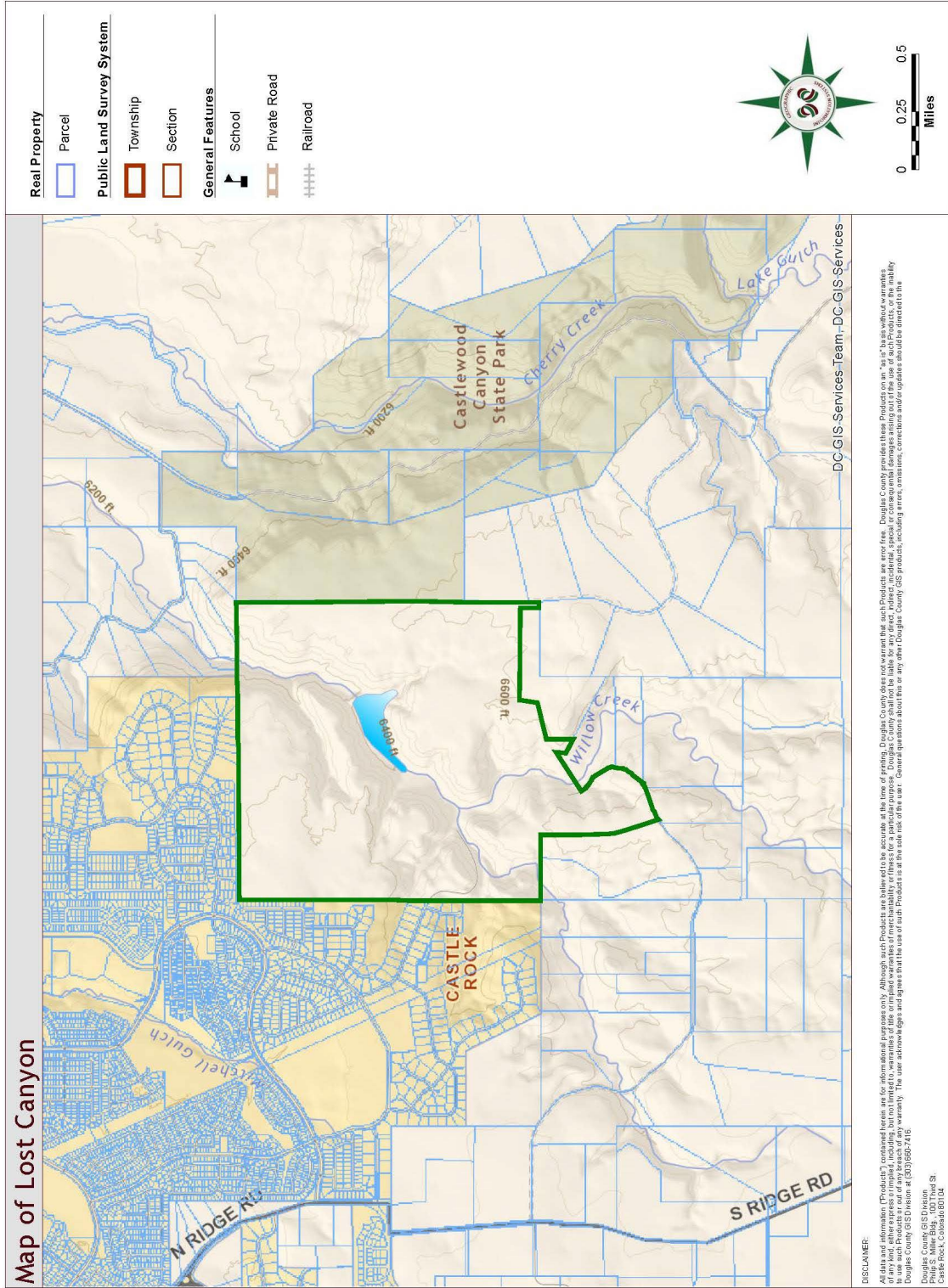
PARCEL D:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 21, 1969 IN BOOK 192 AT PAGE 427, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL E:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED MAY 17, 1965 IN BOOK 163 AT PAGE 363, COUNTY OF DOUGLAS, STATE OF COLORADO. EXCEPTING THEREFROM THAT PORTION TERMINATED BY INSTRUMENT RECORDED NOVEMBER 12, 1999 IN BOOK 1777 AT PAGE 328. ALTERNATE ACCESS BY VIRTUE OF DEDICATION OF LOST CANYON ROAD BY INSTRUMENT RECORDED JULY 10, 2001 UNDER RECEPTION NO. 01061998, COUNTY OF DOUGLAS, STATE OF COLORADO.

Exhibit B (Map Depiction of Property)



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 Douglas County GIS Division
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 Castle Rock, Colorado 80104