



Planning Commission Agenda - Final

Chair Todd Warnke
Vice Chair Kevin McHugh
Carlos Salinas
Jeff Samuelson
Tom Martinez
Kari Stanley
Mitchell Sawin

Thursday, April 24, 2025

6:00 PM

Town Hall
100 N. Wilcox Street
Castle Rock, CO 80104

**** ALL TIMES ARE APPROXIMATE ****

5:30 pm DINNER FOR BOARD MEMBERS

6:00 pm CALL TO ORDER / ROLL CALL

6:00 pm CERTIFICATION OF MEETING

6:00 pm APPROVAL OF MINUTES

[PC 2025-001](#)

December 12, 2024 Planning Commission Meeting

Minutes

Attachments: [December 12, 2024 Planning Commission Meeting Minutes](#)

6:01 pm PUBLIC HEARING ITEMS

[PC 2025-002](#)

**Rezoning - 826 Park Street Expansion & 200 Wolfensberger
Road Planned Development Plan**

Attachments: [Staff Report](#)
[Attachment A: Vicinity Map](#)
[Attachment B: Proposed Planned Development Plans](#)

[PC 2025-003](#)

Pine Canyon Annexation [535 acres, located on both the east and west sides of Interstate 25 (I-25). The portion of the property east of I-25 is generally north of Scott Boulevard, south of Black Feather Trail, west of Founders Parkway, and east of Front Street]

Attachments: [Staff Report](#)
[Attachment A: Vicinity Map](#)
[Attachment B: Annexation Petition](#)
[Attachment C: Annexation Map](#)
[Attachment D: Pre-Annexation Agreement](#)
[Attachment E: Public Comment](#)

[PC 2025-004](#)**Pine Canyon Planned Development Plan and Zoning**

Regulations [535 acres, located on both the east and west sides of Interstate 25 (I-25). The portion of the property east of I-25 is generally north of Scott Boulevard, south of Black Feather Trail, west of Founders Parkway, and east of Front Street]

Attachments:[Staff Report](#)[Attachment A: Vicinity Map](#)[Attachment B: Planned Development Plan](#)[Attachment C: Pre-Annexation Agreement](#)[Attachment D: Public Comment](#)

7:30 pm TOWN COUNCIL LIAISON UPDATE

7:35 PM DESIGN REVIEW BOARD UPDATE

7:35 pm COMMISSION ITEMS

Check for quorum for upcoming meetings

May 8, 2025

May 22, 2025

7:40 pm STAFF UPDATE/PLANNING COMMISSION DISCUSSION ITEMS

7:45 pm ADJOURN



Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/24/2025

Item #: **File #:** PC 2025-001

To: Members of the Planning Commission

From: Planning Commission Administrator

December 12, 2024 Planning Commission Meeting Minutes

Executive Summary

Attached are the meeting minutes from the December 12, 2024 Planning Commission meeting for your review and approval.



Planning Commission Meeting Minutes - Draft

Chair Todd Warnke
Vice Chair Kevin McHugh
Carlos Salinas
Jeff Samuelson
Tom Martinez
Kari Stanley
Mitchell Sawin

Thursday, December 12, 2024

6:00 PM

Town Hall Council Chambers
100 N. Wilcox Street
Castle Rock, CO 80104

**** ALL TIMES ARE APPROXIMATE ****

DINNER FOR BOARD MEMBERS

CALL TO ORDER / ROLL CALL

Matt Roth was also in attendance.

Present 5 - Jeff Samuelson, Carlos Salinas, Tom Martinez, Chair Todd Warnke, and Mitchell Sawin

Not Present 2 - Vice Chair Kevin McHugh, and Kari Olson Stanley

Attendance 6 - Matt Hayes, John LaSala, Kevin Wrede, Tara Vargish, Sandy Vossler, and Darcie Hartman

CERTIFICATION OF MEETING

Mr. Wrede confirmed that the meeting and agenda had been noticed in accordance with the requirements of the Open Meetings Law.

APPROVAL OF MINUTES

[PC 2024-022](#)

November 14, 2024 Planning Commission Meeting Minutes

Moved by Samuelson, seconded by Martinez, to Approve Planning Commission Topic PC 2024-022 as presented. The motion passed by a vote of: 5 to 0.

Yes: 5 - Samuelson, Salinas, Martinez, Chair Warnke, and Sawin

Not Present: 2 - Vice Chair McHugh, and Olson Stanley

PUBLIC HEARING ITEMS

[PC 2024-023](#)

The Brickyard Planned Development Plan and Zoning Regulations

[31.2 acres, located at 401 Prairie Hawk Drive]

Ms. Vossler presented on PC 2025-023 The Brickyard Planned Development Plan and Zoning Regulations. The applicant, Tony Desimone, Confluence Companies, Dan Crane, Crane Architecture gave a presentation. One member of the public expressed concerns about water and traffic. Commissioner Martinez asked for clarification on where Confluence is based and why they chose Castle Rock as a location for this project. The applicant responded. Commissioner Sawin asked about the connection road that is being proposed, the applicant offered some elaboration. Commissioner Sawin asked for clarification on the properties at the end of Prairie Hawk Dr and if there were any proposed plans. The applicant responded. Commissioner Sawin followed up asking for clarification on the current

zoning of the properties. Commissioner Salinas asked how this proposal will affect environmental factors, as well as how it will project into the future. The applicant responded. Commissioner Salinas inquired about a shuttle or mass transit system to connect Downtown to the project. The applicant responded. Chair Warnke asked for clarification on the timing of the different phases, as well as timing to contain traffic flows. The applicant responded. Commissioner Warnke asked about the finalization of the architecture. The applicant responded. Commissioner Salinas asked about traffic lights and roundabouts for pedestrian crossings and bike lanes. Staff responded.

Moved by Samuelson, seconded by Salinas, to Approve Planning Commission Topic PC 2024-023 as presented. The motion passed by a vote of: 5 to 0.

Yes: 5 - Samuelson, Salinas, Martinez, Chair Warnke, and Sawin

Not Present: 2 - Vice Chair McHugh, and Olson Stanley

[PC 2024-024](#)

Dawson Trails Filing No. 2, Tract Q, Site Development Plan

[55.98 acres, located south of Territorial Road and west of Dawson Trails Boulevard]

Ms. Vossler presented on PC 2024-024 Dawson Trails Filing No. 2, Tract Q SDP. The applicant, Jake Schroeder West Side Properties, Stacey Weeks & Jeremy Lott, Norris Design, Blake Halvert, Core Engeering, Cassie Slade, Fox Tuttle, Chad Rodriguez, True Mark Homes, gave a presentation. There was no public comment. Commissioner Samuelson commented on the pickleball courts. Commissioner Martinez asked about the timing on the project. The applicant responded. Chair Warnke asked for clarification on open space vs. flood control. The applicant responded. Chair Warnke asked if there was a potential name in place for the development.

Moved by Salinas, seconded by Samuelson, to Approve Planning Commission Topic PC 2024-024 as presented. The motion passed by a vote of: 5 to 0.

Yes: 5 - Samuelson, Salinas, Martinez, Chair Warnke, and Sawin

Not Present: 2 - Vice Chair McHugh, and Olson Stanley

DISCUSSION ACTION ITEMS

[PC 2024-025](#)

Brickyard Urban Renewal Authority Plan

Mrs. Vargish presented on PC 2024-025 Brickyard Urban Renewal Authority Plan. Chair Warnke clarified the responsibilities of the Planning Commission in regards to the agenda item, staff responded. Commissioner Samuelson commented on the work done to prepare the item for presentation.

Moved by Samuelson, seconded by Salinas, to Approve Planning Commission Topic PC 2024-025 as presented. The motion passed by a vote of: 5 to 0.

Yes: 5 - Samuelson, Salinas, Martinez, Chair Warnke, and Sawin

Not Present: 2 - Vice Chair McHugh, and Olson Stanley

TOWN COUNCIL LIAISON UPDATE

Mrs. Vargish gave an update.

DESIGN REVIEW BOARD UPDATE

None.

COMMISSION ITEMS

Check for quorum for upcoming meetings

January 9, 2025

January 23, 2025

STAFF UPDATE/PLANNING COMMISSION DISCUSSION ITEMS

None.

ADJOURN

Moved by Chair Warnke, seconded by Salinas, to adjourn. The motion passed by a vote of: 5 to 0.

Yes: 5 - Samuelson, Salinas, Martinez, Chair Warnke, and Sawin

Not Present: 2 - Vice Chair McHugh, and Olson Stanley



Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/24/2025

Item #: **File #:** PC 2025-002

To: Members of the Planning Commission

From: BrieAnna Simon, Senior Planner, Development Services Department

Rezoning - 826 Park Street Expansion & 200 Wolfensberger Road Planned Development Plan

Executive Summary

Castle Oaks Evangelical Covenant Church, Wellspring Community, and Unity on Wolfensberger are proposing to rezone the Castle Oaks Evangelical Covenant Church and existing Quality Inn site to a new Planned Development Plan Zoning. The applicant proposes to zone the property as a planned development (PD), and is seeking approval of the 826 Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations (Attachment B).

Attachments

Attachment A: Vicinity Map

Attachment B: Planned Development Plan



Meeting Date: April 24, 2025

AGENDA MEMORANDUM

To: Planning Commission

From: BrieAnna Simon, Senior Planner, Development Services Department

Title: Rezoning – 826 Park Street Expansion & 200 Wolfensberger Road Planned Development Plan

Executive Summary

Castle Oaks Evangelical Covenant Church, Wellspring Community, and Unity on Wolfensberger are proposing to rezone the Castle Oaks Evangelical Covenant Church and existing Quality Inn site to a new Planned Development Plan Zoning. The applicant proposes to zone the property as a planned development (PD), and is seeking approval of the 826 Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations (Attachment B).

Background

Zoning Regulations

The proposed development is located in the central portion of the Town of Castle Rock. The property is located at 200 Wolfensberger Road and 826 Park Street. The existing Castle Oaks Evangelical Covenant Church at 826 Park Street is currently zoned I-1 Light-Industrial Zoning Regulations of the Municipal Code. The I-1 Light-Industrial area is zoned for industrial development, where place of worship is a Use by Special Review. The existing Quality Inn site located at 200 Wolfensberger Road is currently zoned B - Business/Commercial Zoning Regulations of the Municipal Code. The B - Business/Commercial Area is zoned for mixed-use development, where multi-family is a Use by Special Review.

Surrounding Uses

The subject lots are currently part of a developed area within the Town. The property is bordered by B Business/Commercial development including to the north The Park Co. Sports Bar and Kitchen, to the east Guadalajara Family Mexican, and to the west Unity on Park, Nytech Heating and Cooling, McDonalds, and a retail center. The property is adjacent to MH – Manufactured Home District to the south.



Figure 1: Vicinity Map

Discussion

Existing Conditions

The existing Castle Oaks Evangelical Covenant Church 0.946-acre site is located at 826 Park Street. Town Council approved the Use by Special Review (UBSR) in 2012, finding it in compliance with the Use by Special Review requirements for setbacks, landscaping, and the general goals and policies of the Town's Comprehensive Master Plan.

The existing 1.98-acre Quality Inn site, located at 200 Wolfensberger Road, received approval in 2022 for an administrative Site Development Plan (SDP) Amendment to operate as a commercial hotel. This approval confirmed that the project complied with the Zoning Regulations in the Town's Municipal Code. Although the building has been operating as a hotel, the current applicant is in the process of purchasing the property with the intent to convert it into a multi-family residential building. The proposed renovation will transform the structure into a 24-unit, for-sale condominium complex, with half of the units designated for individuals with intellectual and developmental disabilities (ID/D).

Proposed Zoning

The applicant is proposing to amend the zoning to create a new Planned Development Plan and Zoning Regulations specific to these two properties. The proposed use for the subject parcels is for a church and a multi-family facility within a newly created Planned Development Plan zone. The associated permitted uses will include:

- Place of Worship up to 6,000 square feet and 250 seats
- Multi-family residential units
- ID/D Housing units
- ID/D office

Development Standards

The proposed church and multi-family uses within the PD will be required to comply with the following development standards:

- No proposed building shall be constructed closer than 15 feet from the front property line; side and rear setbacks are a minimum of zero feet.
- Maximum building height: 35 feet
- Maximum lot coverage: 40%
- Maximum Dwelling Units: 24 units within Planning Area 1. Of these units a maximum of 12 units will be used for traditional multi-family. All remaining units will be utilized by ID/D housing units.

Architectural design elements will also comply with "Castle Rock Design: Guidelines for Design and Development in the Town of Castle Rock". The 2022 administrative Site Development Plan (SDP) Amendment to operate a commercial hotel and the 2012 Use by Special Review (UBSR) to operate a place of worship facility confirmed that both existing buildings complied with the current Town architectural standards when approved. Any new buildings, additions, or renovations will be required to comply with the "Castle Rock Design: Guidelines for Design and Development in the Town of Castle Rock".

Parking Regulations

The applicant is proposing to create an ID/D parking ratio for the multi-family building in Planning Area 1. Typically, ID/D residents do not own vehicles or drive on their own. The Wellspring program offers buses that shuttle program participants between facilities and programs. The applicant is proposing a parking ratio of 0 parking spaces per ID/D unit, along with 1 visitor parking space for every four ID/D units. The neurotypical units (i.e. multi-family) will meet the Town's current parking ratio of 2 spaces per unit.

The Planned Development Plan also proposes the following parking ratios for the remaining uses within the development:

- ID/D Office – 2 spaces provided per 1,000 square feet of gross floor area
- Place of Worship – 1 space provided per 3 fixed seats within the sanctuary

The applicant has acknowledged that their proposed future development can adequately meet the proposed parking ratios being requested with this Planned Development Plan.

Interface Regulations

The southern project boundary is subject to Residential/Non-Residential Interface Regulations as outlined in Section 17.50 of the Town's Municipal Code. Future development expansions will be subject to these regulations.

Fire

The proposed project area is located within the Town of Castle Rock Fire Protection Service Area. The project area will be served by Town of Castle Rock Fire, which has capacity to serve the proposed development.

Parks and Recreation

Parks and Recreation staff have reviewed the proposed zoning for this project and have calculated the PLD requirements based on 24 residential units and 8,717 SF of business uses within the Quality Inn conversion portion of the project as well as the 9,300 SF expansion for the church and office expansion. The total PLD required with the PDP is 0.56 Acres which equates to \$73,181 as cash-in-lieu dedication.

Traffic Impact Analysis and Mitigation

A Traffic Conformance letter was submitted on July 23, 2024. Trip generation will be less than 200 VPD and will not require a Traffic Impact Analysis (TIA).

Utilities

The Town's applicable water and sewer requirements set forth in the Town of Castle Rock Water Criteria Manual and Wastewater Criteria Manual will apply to the property.

Drainage

The Town's applicable drainage requirements set forth in the Town of Castle Rock Stormwater Criteria Manual will apply to the property.

Water Conservation

The proposed zoning specifies that all associated Landscape and Irrigation within this development will comply with the Town of Castle Rock Landscape and Irrigation Criteria Manual as amended.

Water Resources

The proposed zoning meets the Town Municipal Code as it relates to water resources.

Notification and Outreach

Public Notice

Public hearing notice signs were posted on the property on April 9, 2025. Written notice letters were sent to property owners within 500 feet of the property, at least 15 days prior to the public hearings.

Town staff published notice of the Planning Commission and Town Council public hearings on the Town's website and provided information about the proposal on the Town's *Development Activity* interactive map.

Neighborhood Meetings

The applicant has held two neighborhood meetings. A neighborhood meeting was scheduled and noticed for February 12, 2024. There was no public attendance at this meeting. The Town Manager waived the second neighborhood meeting for this project. The final neighborhood meeting was held via a hybrid format on March 26, 2025. Nine people attended this meeting asking about the future amenities provided within the multi-family facility.

External Referrals

External referrals were sent to local service providers and Douglas County agencies. There are no outstanding external referral comments.

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 Town's Vision, Comprehensive Master Plan and long range or master plans.
2. Complies with design principles found in Chapter 17.10.

Analysis: The proposed Planned Development Plan meets this criterion. It generally conforms to the Town's Vision and Comprehensive Master Plan and complies with Town's long range and master plans. It also conforms to all other relevant requirements and land development principles of the Town's Municipal Code.

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 Planned Development Plan meets this criterion. The non-residential development provides an adequate buffer adjacent to the existing residential development. While the proposed zoning provides a needed mix of housing opportunities and programming facilities for the Town.

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 Planned Development Plan meets this criterion. The PDP provides a vehicular entrance into the site and vehicular circulation within the site

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 will comply with applicable regulations. Provides phased improvements in a logical and efficient manner.
5. Provides adequate consideration to 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 Planned Development Plan meets this criterion. The PDP provides adequate and efficient utility plans for water, stormwater and wastewater, which considers existing conditions of the site and necessary ingress and egress improvements.

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 Planned Development Plan meets this criterion. The plan provides pedestrian walkways which connects each lot to the public right-of-way.

F. Preservation of Natural Features.

1. Demonstrates sensitivity and limits disturbance to the site in terms of plan design and density 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 Planned Development Plan meets this criterion. The plan is currently part of a developed area within the Town. The proposed development provides redevelopment opportunities that meet the character of the existing area.

Budget Impact

Wellspring Community has submitted a request for a fee waiver for the multi-family facility. Town code provides for development impact fee (§3.16.050) and system development fee (§13.12.080J) reductions of up to 100 percent for attainable housing projects. Per code, "A qualifying attainable housing project and unit shall be defined as a housing project or unit participating in an attainable or affordable housing program through the Douglas County Housing Partnership, Colorado Housing Finance Authority or other certified local, state or federal attainable housing program." Waivers of this type require Town Council approval. The fee waiver request will be considered by Town Council on May 6, 2025.

Findings

All staff review comments and external referral comments have been addressed. Staff finds the proposed 826 Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations

- Generally conforms with the objectives of the Town Vision and the Comprehensive Master Plan,
- Meets the review and approval criteria of the Municipal Code, Chapter 17.32 and Chapter 17.34 for a Planned Development Plan

Recommendation

Staff recommends that Planning Commission recommend approval of the Planned Development Plan, as proposed, to Town Council.

Proposed Motion

Option 1: Approval

"I move to recommend approval of the Planned Development Plan, to Town Council."

Option 2: Approval with Conditions

"I move to recommend approval of the Planned Development Plan, to Town Council, with the following conditions:" (list conditions)

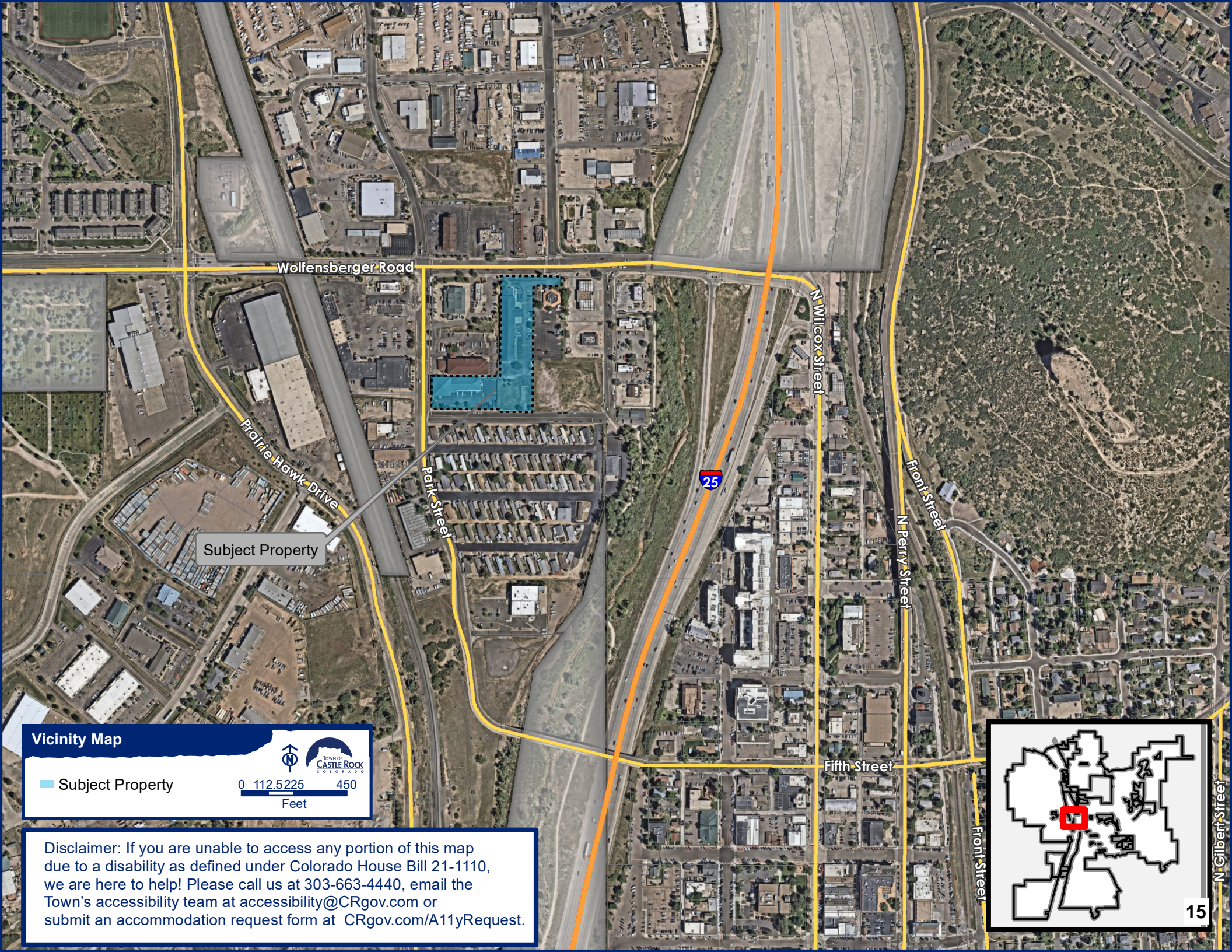
Option 3: Continue item to next hearing (need more information to make decision)

"I move to continue this item to the Planning Commission meeting on [date], at [time]."

Attachments

Attachment A: Vicinity Map

Attachment B: Planned Development Plan



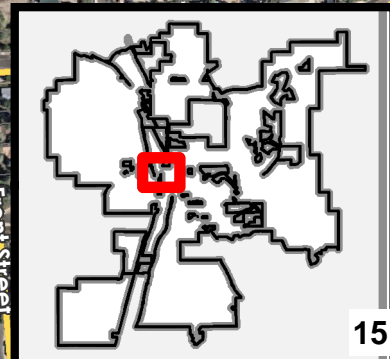
Vicinity Map



■ Subject Property

0 112.5 225 450
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.



GENERAL NOTES:

1. THE PURPOSE OF THIS AMENDMENT IS TO DEFINE USES OF THE PLANNED DEVELOPMENT PLAN AREA.
2. 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.
3. THIS SITE LIES WITHIN FEMA FLOOD ZONE A PER MAP 19830C010865 DATED 03/16/2016. NO STRUCTURES SHALL BE PERMITTED IN THE APPROVED 100-YEAR FLOOD PLAIN.
4. THIS DEVELOPMENT PLAN IS IMPACTED BY THE TOWN OF CASTLE ROCK RESIDENTIAL/NON-RESIDENTIAL INTERFACE REGULATIONS. INTERFACE AREAS MUST ADHERE TO CHAPTER 17.06 OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE REGARDING MITIGATION PROCEDURES.
5. THIS SITE IS WITHIN THE TOWN OF CASTLE ROCK YELLOW WATER PRESSURE ZONE.
6. 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.
7. RIGHT-OF-WAY FOR EGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES.

LEGAL DESCRIPTION:

PARCEL 1:
LOT 1, HH SUBDIVISION - FIRST AMENDMENT 1.88AC

PARCEL 2:
LOT 4 CASTLE PARK WEST 1ST AND 0.946 ACRES

| PD ZONING COMPARISON CHART | | | |
|---|---|---|---------------------------|
| Zoning | Planned Development (PD) | | |
| Development Standards | Planning Area | | |
| | PA - 1 | PA - 2 | PA - 3 |
| Use Type | Multi-Family Housing (MF) / (D/D) Housing (D/D) / (D/D) Office (D/D-O) | Place of Worship (POW) | Public Right of Way (ROW) |
| Maximum Dwelling Units | 24* | NA | NA |
| Minimum Lot Size | NA | NA | NA |
| Maximum Building Height | 35 feet | 35 feet | NA |
| Maximum Lot Coverage | 40 percent | 40 percent | NA |
| Minimum Open Space/Landscape | 10 percent | 10 percent | NA |
| Minimum Front Setback | 15 feet building (25 feet if abutting an arterial street) / 15 feet parking** | 15 feet building (25 feet if abutting an arterial street) / 12 feet parking** | NA |
| Minimum Rear Setback | 0 feet | 0 feet | NA |
| Minimum Side Yard Setback | 0 feet | 0 feet | NA |
| Minimum Side Yard Setback Adjacent to ROW | 0 feet | 0 feet | NA |

*24 maximum units within Planning Area 1. Of these units a maximum of 12 units will be used for multi-family. All remaining units will be utilized by D/D housing units.
**Not exempt from all current interface requirements, as amended. (Parking setback at southern boundary: existing parking can remain as is at 12 feet. All new improvements are required to meet the Town's current interface requirements, as amended).

| LAND USE SUMMARY: | | | |
|-------------------|----------------------|----------|---------------|
| | LAND USE | ACRES | % OF PROPERTY |
| PLANNING AREA 1 | MF / (D/D) / (D/D-O) | 1,355 AC | 46.5% |
| PLANNING AREA 2 | POW | 1,529 AC | 52.3% |
| PLANNING AREA 3 | ROW | 0,035 AC | 1.2% |
| | TOTAL | 2,922 AC | 100.0% |

LAND USE:

CURRENT ZONING: F-1 (LIGHT INDUSTRIAL) AND B (BUSINESS)
PROPOSED ZONING: PLANNED DEVELOPMENT (PD)
CURRENT LAND USE: PLACE OF WORSHIP, HOTEL
PROPOSED LAND USE: PLACE OF WORSHIP (POW), MULTIFAMILY HOUSING (MF), HOUSING FOR ADULTS (WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES (IDD)), OFFICES AND DAY PROGRAMS SERVING THE IDD RESIDENTS (IDD-O), PUBLIC RIGHT OF WAY (ROW)

SURVEYOR'S CERTIFICATE

I, ALEXANDER AGUILAR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION REPRESENTED BY THIS PLANNED DEVELOPMENT PLAN WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLANNED DEVELOPMENT PLAN ACCURATELY REPRESENTS THAT SURVEY.

ALEXANDER AGUILAR, PLS 38858 DATE

826 PARK STREET EXPANSION AND 200 WOLFENBERGER ROAD PLANNED DEVELOPMENT PLAN & ZONING REGULATIONS

LOT 1, HH SUBDIVISION 1ST AMENDMENT AND LOT 4, CASTLE PARK WEST 1ST AMENDMENT

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

OWNERSHIP CERTIFICATION

AS TO LOT 4, CASTLE PART WEST 1ST AMENDMENT, THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN.

CASTLE OAKS EVANGELICAL COVENANT CHURCH,
AK/A CASTLE OAKS COVENANT CHURCH, A COLORADO NONPROFIT CORPORATION
SIGNED THIS ____ DAY OF _____, 20____
NOTARY BLOCK
SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____ BY _____
WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC:
MY COMMISSION EXPIRES: _____

LEINHOLDER SUBORDINATION CERTIFICATE

AS TO LOT 4, CASTLE PART WEST 1ST AMENDMENT, THE UNDERSIGNED ARE ALL THE MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN. THE UNDERSIGNED BENEFICIARY OF THE LIEN CREATED BY THE INSTRUMENT RECORDED APRIL 30, 2012 AT RECEPTION NO. 2012031675 AND THE INSTRUMENT RECORDED FEBRUARY 19, 2013 AT RECEPTION NO. 2013014318.

DOUGLAS COUNTY, COLORADO, SUBORDINATES THE SUBJECT LIEN TO THE TERMS, CONDITIONS AND RESTRICTIONS OF THIS DOCUMENT.

NATIONAL COVENANT PROPERTIES
SIGNED THIS ____ DAY OF _____, 20____
NOTARY BLOCK
SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____ BY _____
WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC:
MY COMMISSION EXPIRES: _____

OWNERSHIP CERTIFICATION

AS TO LOT 1, HH SUBDIVISION 1ST AMENDMENT, THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN.

DCP WARD LLC, A COLORADO LIMITED LIABILITY COMPANY
SIGNED THIS ____ DAY OF _____, 20____
NOTARY BLOCK
SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____ BY _____
WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC:
MY COMMISSION EXPIRES: _____

LEINHOLDER SUBORDINATION CERTIFICATE

AS TO LOT 1, HH SUBDIVISION 1ST AMENDMENT, THE UNDERSIGNED ARE ALL THE MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN. THE UNDERSIGNED BENEFICIARY OF THE LIEN CREATED BY THE INSTRUMENT RECORDED JULY 5, 2022 AT RECEPTION NO. 2022040720.

DOUGLAS COUNTY, COLORADO, SUBORDINATES THE SUBJECT LIEN TO THE TERMS, CONDITIONS AND RESTRICTIONS OF THIS DOCUMENT.

INDEPENDENT BANK, A TEXAS STATE-CHARTERED BANKING CORPORATION
SIGNED THIS ____ DAY OF _____, 20____
NOTARY BLOCK
SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____ BY _____
WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC:
MY COMMISSION EXPIRES: _____

PROJECT TEAM

Applicant: Jason Alwine, PLA
Matrix Design Group
2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
(719)575-0100

Owner/Developer: Nicole DeVries
Wellspring Community
826 Park Street, Suite 200
Castle Rock, CO 80109
(303)660-1935

Dianna McKeever
Castle Oaks Covenant Church
826 Park Street
Castle Rock, CO 80109
(303)688-4060

Owner: Matt Call
DCP Ward LLC
524 S. Tejon St.
Colorado Springs, CO 80903
(303)556-5781

Lienholder: National Covenant Properties
8303 West Higgins Road
Chicago, IL 60631

Independent Bank,
a Texas state-chartered banking corporation
5950 S Willow Dr., Suite 100
Greenwood Village, CO 80111

Civil: Jeff Odor
Matrix Design Group
2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
(719)575-0100

Landscape Architect: Jason Alwine, PLA
Matrix Design Group
2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
(719)575-0100

Survey: Alexander Aguilar, PLS 38858
Matrix Design Group
2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
(719)575-0100

Architect: Steve Orsco
Enlight10 Architecture
201 Milwaukee St, Unit 200
Denver, CO 80206
(303)525-3695

TITLE CERTIFICATION

I, SHANDA GRAY, AN AUTHORIZED REPRESENTATIVE OF CANYON TITLE, 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 LIENHOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP.

SHANDA GRAY
SIGNED THIS ____ DAY OF _____, 20____
NOTARY BLOCK
SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____ BY _____
AS AUTHORIZED REPRESENTATIVE OF _____
WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC:
MY COMMISSION EXPIRES: _____

TOWN COUNCIL APPROVAL

THIS PLANNED DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, ON THE ____ DAY OF _____, 20____.

MAYOR: _____ DATE: _____
ATTEND: _____
TOWN CLERK: _____ DATE: _____

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 _____, 20____.

CHAIR: _____ DATE: _____
ATTEND: _____
DIRECTOR OF DEVELOPMENT SERVICES: _____ DATE: _____

| Sheet List Table | | |
|------------------|-------------|--------------------|
| Sheet Number | Sheet Title | Sheet Description |
| 01 | TS01 | COVER SHEET |
| 02 | PD02 | PD PLAN |
| 03 | PD03 | ZONING REGULATIONS |

CONSULTANTS:

PLANNER: LANDSCAPE ARCHITECT CIVIL ENGINEER:



2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX: (719) 575-0208

OWNER/DEVELOPER:

WELLSPRING COMMUNITY

826 PARK STREET #200
CASTLE ROCK, CO 80109
(303) 660-1935

CASTLE OAKS COVENANT CHURCH

826 PARK STREET
CASTLE ROCK, CO 80109
(303) 688-4060

APPROVAL:

VICINITY MAP:



PROJECT:
826 PARK ST. EXPANSION AND
200 WOLFENBERGER ROAD
PLANNED DEVELOPMENT PLAN
TOWN OF CASTLE ROCK
FEBRUARY 13, 2025

| NO. | DATE | DESCRIPTION | BY |
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| 1 | 12/12/2024 | REVISED PER TOWN REVIEW COMMENTS | KM |
| 2 | 01/30/2025 | REVISED PER TOWN REVIEW COMMENTS | RAF |
| 3 | 02/13/2025 | REVISED PER TOWN REVIEW COMMENTS | RAF |

DRAWING INFORMATION:

PROJECT NO: 24-1310.005

DRAWN BY: WCG

CHECKED BY: JS

APPROVED BY: RAF

SHEET TITLE:

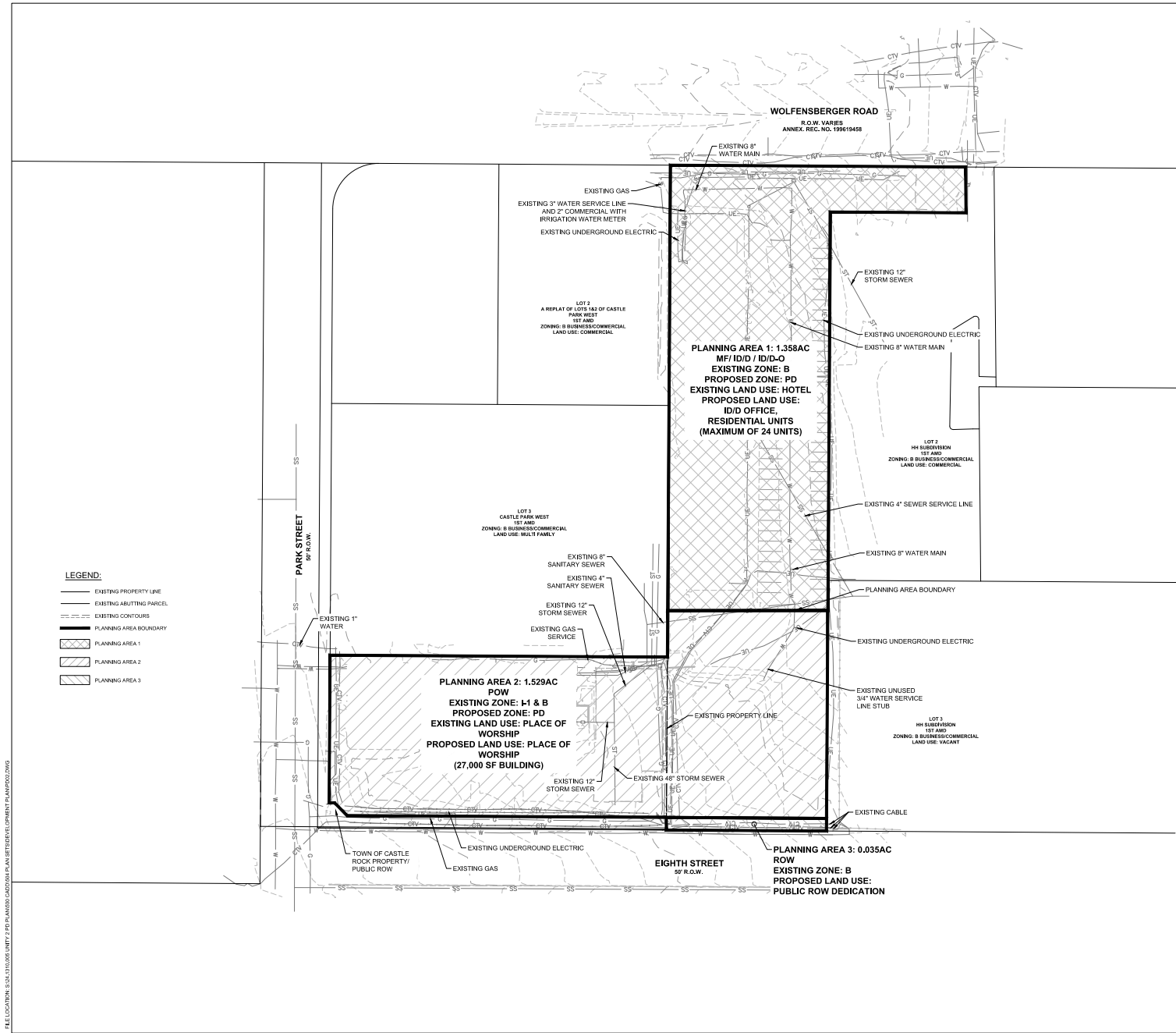
COVER SHEET

TS01

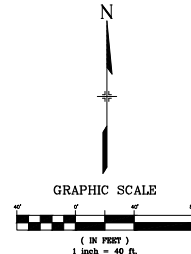
SHEET 01 OF 03

826 PARK STREET EXPANSION AND 200 WOLFENBERGER ROAD
PLANNED DEVELOPMENT PLAN & ZONING REGULATIONS
TOWN OF CASTLE ROCK PROJECT NO.: PDPA-005

FILE LOCATION: H:\PROJECTS\2024\24-1310\24-1310-005\24-1310-005-002.DWG



- LEGEND:**
- EXISTING PROPERTY LINE
 - EXISTING ADJUTING PARCEL
 - EXISTING CONTOURS
 - PLANNING AREA BOUNDARY
 - PLANNING AREA 1
 - PLANNING AREA 2
 - PLANNING AREA 3



CONSULTANTS:

PLANNER: LANDSCAPE ARCHITECT / CIVIL ENGINEER:

Matrix

2430 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-4100
FAX: (719) 575-0208

OWNER/DEVELOPER:

WELLSRING COMMUNITY

826 PARK STREET #200
CASTLE ROCK, CO 80109
(303) 860-1358

CASTLE OAKS COVENANT CHURCH

826 PARK STREET
CASTLE ROCK, CO 80109
(303) 868-4590

APPROVAL:

VICINITY MAP:

PROJECT:

826 PARK ST. EXPANSION AND
200 WOLFENBERGER ROAD
PLANNED DEVELOPMENT PLAN
TOWN OF CASTLE ROCK
FEBRUARY 13, 2025

REVISION HISTORY:

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| 3 | 02/13/2025 | REVISED PER TOWN REVIEW COMMENTS | RAF |

DRAWING INFORMATION:

PROJECT NO: 24-1310-005

DRAWN BY: WGS

CHECKED BY: JS

APPROVED BY: RAF

SHEET TITLE:

PD PLAN

PD02

SHEET 02 OF 03

826 PARK STREET EXPANSION AND 200 WOLFENBERGER ROAD
PLANNED DEVELOPMENT PLAN & ZONING REGULATIONS
TOWN OF CASTLE ROCK PROJECT NO.: PDPA-0004

1. Definitions

Definitions not listed within the 826 Park St. Expansion and 200 Wolfensberger Road Planned Development (PD) shall refer to the Town of Castle Rock Municipal Code, as amended.

- 1.1 Place of worship (Church) related educational facilities**
For the accommodation of functions that are commonly associated with a place of worship, which includes children and youth Sunday school, bible study, youth group and other educational functions.
- 1.2 Place of worship (Church) related functions**
Programs that are commonly associated with a church, which include group meetings, events, youth group, and community outreach.
- 1.3 Classroom**
Facility utilized for educational purposes supportive of place of worship and Wolfensberger community programming.
- 1.4 Commercial Kitchen/Bakery**
A commercial establishment where food service providers can prepare, cook, and store food and equipment on the premise and distribute food off-site for sale, delivery, or consumption for catering, social service organizations, restaurants and other businesses. It may include accessory use space for educational purposes and/or the sale of food.
- 1.5 Community Room / Amenities**
Spaces for residents inhabiting the building. Uses include game room, crafts, art space, gym and/or recreational area.
- 1.6 ID/D**
Adults with Intellectual and Developmental Disabilities.
- 1.7 ID/D Office**
Spaces utilized for offices, day programs, and Wellspring Community programming serving the ID/D residents.
- 1.8 Indoor Storage**
Storage space interior to a building and supports the primary function of the building.
- 1.9 Multi-Family (MF)**
Buildings that contain three or more dwelling units, which are accessed from interior elevators or hallways, or from individual exterior entrances, and are separated by interior walls and/or floors. Multi-family does not include boarding houses, dormitories, fraternalities, sororities, bed and breakfast establishments, single-family attached dwellings, or hotels and motels.
- 1.10 Multipurpose Rooms**
Rooms intended for multiple purposes and to serve multiple purposes supportive of the primary building function. Uses include crafts, games, dances, etc.
- 1.11 Nursery**
Infant and small children facilities to accommodate functions that are commonly associated with a place of worship and other church related functions.
- 1.12 Outdoor Storage**
The storage of items used in connection with a primary use outside of an enclosed structure, including but not limited to the storage of goods, plants, banks of lumber, pallets of material, unassembled products, baited cardboard, detritus/debris, appliances, scrap material, or loose materials such as gravel, mulch or discarded materials, or similar materials.
- 1.13 Overnight Parking**
Parking of vehicles on-site overnight.
- 1.14 Short Term Rental**
A residential dwelling unit, or portion of such a unit, that is rented for less than thirty (30) days at a time, with the exception of dwelling units owned by Wellspring Housing, the federal government, the state, or the Town, or any of their agencies, or facilities licensed by the state as health care facilities.
- 1.15 Site**
Shall refer to the 826 Park St. Expansion and 200 Wolfensberger Road Planned Development (PD) as described by the PD Site Plan and its associated documents.
- 1.16 Stormwater Management**
Areas designated for the detention, retention and/or water quality treatment of stormwater.
- 1.17 Wellspring Community Programming**
Programs supportive of the Wellspring mission statement to accommodate functions associated with Learning & Enrichment, Arts & Performance, Health & Fitness, Life & Leadership Skills and Social Responsibility.
- 1.18 200 Wolfensberger Road**
The first floor will be used for the ID/D office and day program space. The second floor will provide housing through an integrated condo community where both nondisabled and disabled individuals will live in the units. The individuals with disabilities will be able to access residential services through Wellspring Community through their Independent Living Program. The second floor will be a mix of market rate multi-family units and market rate units for ID/D residents.
- 2. General Provisions**
- 2.1 Purpose**
- A. Statement of Purpose**
The purpose of this Planned Development Plan (PD) Plan and Planned Development Zoning Regulations (PD Zoning Regulations) is to establish standards for the development and improvement of the property. The standards contained in these PD Zoning Regulations are intended to carry out the goals of this planned community.
- B. Application**
These standards shall apply to all property contained within the 826 Park St. Expansion and 200 Wolfensberger Road Planned Development, as shown on the PD Plan and these PD Zoning Regulations. These PD Zoning Regulations shall run with the land and be binding upon, and enforceable by the Town against the Owner, its successors and assigns, and every successor in interest to the Property, or any part or interest in the Property.
- 2.2 Authority**
- A. Authority**
The Town Council has adopted the 826 Park St. Expansion and 200 Wolfensberger Road PD Plan and PD Zoning Regulations pursuant to the authority granted by Chapters 17.32 and 17.34 of the Castle Rock Municipal Code as amended.
- B. Relationship to Town of Castle Rock Regulations**
The Planned Development shall be subject to the provisions of the Castle Rock Municipal Code and all rules and regulations adopted pursuant to such code, except as may be superseded by the provisions of this PD Plan and PD Zoning Regulations.
- C. Minimum Level of Development**
The total number of dwelling units approved for development within the established Planning Area(s) is the minimum allowed for platting and development. The actual number of dwelling units approved will be determined at the Site Development Plan/Plot stage of review considering environmental constraints, utility and street capacity, compatibility with surrounding land uses and other relevant factors.

2.3 Control Provisions

- A. Planning Area Boundaries**
The boundaries and acreages of all Planning Areas are shown within the PD Plan. Where a Planning Area abuts an internal local street or drive, the boundary shall be the centerline of the street. Where a Planning Area abuts an arterial or collector street the boundary shall be the right-of-way of that street as indicated on the PD Development Plan. A Planning Area may be subdivided into multiple tracts and phases at the Site Development Plan and Plot stage of development.
- B. Amendments to the PD Plan and PD Zoning Regulations**
There shall be limited flexibility in determining the exact location of the Planning Areas boundaries and dwelling units as depicted on the PD Plan due to the scale of the development and the disproportionate scale within the PD Plan of Planning Areas. Any amendment to the PD Plan and PD Zoning Regulations shall be made in accordance with the provisions of Chapter 17.36 of the Town of Castle Rock Municipal Code, as amended.
- C. Road Alignments**
The PD Plan is intended to depict general locations of roadways. Recognizing that the final road alignments are subject to engineering studies. Modifications to major road alignments as shown on the PD Plan, as determined by the Town of Castle Rock Development Services Director, shall follow the PD Amendment procedure as provided in the Town of Castle Rock Municipal Code. Modifications to minor road alignments of streets are expected, and can be accomplished by the developer through the platting process without any amendment to these regulations or to the PD Plan itself.
- D. Paving**
The provisions indicated on the Planned Development is obligatory upon the Developer per the terms and conditions of the Development Agreement.
- E. Severability Provisions**
In the event any provision of this PD Plan or PD Zoning Regulations shall be determined to be illegal or void by the first or any of any competent jurisdiction, the remaining provisions shall remain in full force and effect.

3. Development Standards by Planning Area:

| Planning Area | Land Use | Acreage | % of Total Acres |
|-----------------|----------------|---------|------------------|
| Planning Area 1 | MF/ID/D/ID/D-O | 1.59 | 44.5% |
| Planning Area 2 | PDW | 1.52 | 52.3% |
| Planning Area 3 | ROW | 0.005 | 1.2% |
| TOTAL | | 2.92 | 100% |

3.1 Planning Area 1 – Multi-Family Housing (MF/ID/D Housing (ID/D-O) Office (ID/D-O))

- a. Intent**
- I.** The intent of the multi-family and ID/D housing uses (MF, ID/D) is to provide permanent for sale market rate housing units. The second floor space is intended to be utilized solely for multi-family residential uses.
- II.** The intent of the ID/D Office (ID/D-O) use is for offices and day programs serving the ID/D residents. The first floor is intended to be utilized for this use.
- b. Primary Uses**
- I.** Multi-Family Units up to a maximum of 12 units
- II.** ID/D Housing Units
- III.** ID/D Office
- c. Accessory Uses**
- I.** Multipurpose Rooms
- II.** Indoor Storage
- III.** Community Room / Amenities
- IV.** Multi-family dwelling
- V.** Classroom
- VI.** Café
- VII.** Boutique
- VIII.** Overnight Parking of a maximum of 15 visitor/tenant spaces required for business operations.
- d. Prohibited Uses**
- I.** Daycare Center Facilities and/or Daily School type function not associated with Wellspring Community Programming.
- II.** Outdoor Storage
- III.** Use of recreational vehicles (RVs)/campers.
- IV.** Overnight parking of storage trailers.
- V.** Retail
- VI.** Short Term Rental
- VII.** Services, personal
- VIII.** Any other use not listed in the permitted or accessory uses.

3.2 Planning Area 2 – Place of Worship (PDW)

- a. Intent**
- I.** The intent of the Place of Worship (PDW) is to provide a worship area, additional office space for staff, nursery, education and program space, indoor storage and parking.
- b. Primary Uses**
- I.** Place of Worship up to 6,000 square feet and 250 seats
- c. Accessory Uses**
- I.** Place of Worship (Church) related educational facilities
- II.** Place of Worship (Church) related functions
- III.** Indoor Storage
- IV.** Classroom
- V.** Office
- VI.** Multipurpose Rooms
- VII.** Commercial Kitchen/Bakery
- VIII.** Café
- IX.** Boutique
- X.** Nursery
- XI.** Special Events and Temporary Outdoor Sales
- I.** Shall meet the Town of Castle Rock Municipal code, as amended and/or require a temporary use permit.
- II.** Parking
- d. Prohibited Uses**
- I.** Daycare Center Facilities and/or Daily School type function not associated with Place of Worship.
- II.** Outdoor Storage
- III.** Outdoor Sales
- IV.** Use of recreational vehicles (RVs)/campers.
- V.** Overnight parking of storage trailers.

- vi.** Permanent or temporary religious services.
- vii.** Outdoor broadcast of weekly church services with amplified sound.
- 1.** Includes broadcast of live or recorded church services with sound amplification, including organs.
- viii.** Any other use not listed in the primary or accessory uses.

3.3 Planning Area 3 – Public Right of Way (ROW)

- a. Intent**
- I.** The intent of the Public Right of Way (ROW) use is to dedicate a strip of ROW to the Town of Castle Rock.
- b. Primary Uses**
- I.** Public Right of Way

4. Development Standards by Planning Area:

| Development Standards | Planning Area | | |
|---|---|--|---------------------------|
| | PA - 1 | PA - 2 | PA - 3 |
| | Multi-Family Housing (MF) / ID/D Housing (ID/D) / ID/D Office (ID/O) | Place of Worship (POW) | Public Right of Way (ROW) |
| Minimum Dwelling Units | 24* | NA | NA |
| Minimum Lot Size | NA | NA | NA |
| Minimum Building Height | 25 feet | 35 feet | NA |
| Minimum Lot Coverage | 40 percent | 40 percent | NA |
| Minimum Open Space/ Plantings | 10 percent | 10 percent | NA |
| Minimum Front Setback | 15 feet including 25 feet if abutting an arterial street/ 12 feet parking** | 15 feet building 25 feet if abutting an arterial street/ 12 feet parking** | NA |
| Minimum Rear Setback | 0 feet | 0 feet | NA |
| Minimum Side Yard Setback | 0 feet | 0 feet | NA |
| Minimum Side Yard Setback Adjacent to ROW | 0 feet | 0 feet | NA |

*24 minimum units within Planning Area 1. Of these units a maximum of 12 units will be used for multi-family. All remaining units will be utilized by ID/D housing units.

**Not exempt from all current interface requirements, as amended. (Parking setback at southern boundary; existing parking can remain as is at 12-foot. All new improvements are required to meet the Town's current interface requirements, as amended.)

5. Overall Project Standards

These PD Zoning Regulations shall not preclude the application of Town ordinances, including ordinances to Municipal Code, which are of general application throughout the Town, unless such application would conflict with an approved project right. The standard zoning requirements of the Town of Castle Rock Municipal Code and Technical Manuals including but not limited to off-street parking, development standards, landscaping, site development, accessory and temporary uses, and use by special review and variance processes shall apply to this Planned Development, except as modified by the following:

- 5.1 Lighting Standards:**
All exterior lighting shall comply with the Town of Castle Rock Municipal Code, Title 17.0 Chapter 17.58, as amended.
- 5.2 Fencing**
The following requirements apply to new fencing:
a. Fences taller than 30 inches in height above the street right-of-way are prohibited in sight distance measurements.
b. Barbed wire and chain link are not permitted fencing types within any Planning Area.
- 5.3 Off Street Parking:**
All off street parking shall be in conformance with the Town of Castle Rock Municipal Code, Title 17 Chapter 17.54, as amended, except as outlined below:
Place of Worship – 1 space provided per 3 fixed seats within the sanctuary.
ID/D Office – 2 spaces provided per 1,000 square feet of gross area.
ID/D Housing – 1 guest space provided per 4 units.
MF Housing – 2 spaces provided per unit.
- 5.4 Landscaping**
All landscaping shall be in conformance with the Town of Castle Rock Landscape and Irrigation Criteria Manuals, as amended.
- 5.5 Grading / Drainage**
There shall be no change of an individual lot or open space tract shall not vary from the approved Plat and Construction Documents - Grading Plan without written approval of the Owner, an indication of the Owner's Engineer(s), and Town review and approval. Any construction work performed will be required to be returned to the specified grade by the individual(s) or organization(s) that authorized the change without proper approval.
- 5.6 Town-Owned Property**
No assessments, grading, or other disturbance associated with development is permitted on Town owned property without written approval from the Town of Castle Rock.
- 5.7 Compliance with Skyline/Ridge/Line Protection Regulations**
All areas within PD Plan identified as within the Skyline/Ridge/line protection area as shown on the Town of Castle Rock District Map shall be in conformance with the Town of Castle Rock Municipal Code, Title 17 Chapter 17.48, as amended.
- 5.8 Compliance with Residential/Nonresidential Interface Regulations**

The southern boundary of the PD Plan is identified as within applicable Residential/Nonresidential interface development area as defined within Chapter 17.50 of the Castle Rock Municipal Code, as amended.

5.9 Compliance with Disbarbar Residential Interface RegulationsAll areas within PD Plan identified as within applicable Disbarbar Residential interface development area as defined within Chapter 17.55 of the Castle Rock Municipal Code shall be in conformance with the Town of Castle Rock Municipal Code, Title 17 Chapter 17.51, as amended.

- 5.10 Planning and Design Around Natural Features**
- A.** Design and construction of any lot or structure shall consider the relationship of roads and buildings to existing slope grades and drainage ways and shall achieve a fit with the landscape that is not intrusive.
- B.** Structures in sloping areas shall be designed to conform to the slope by means of stepped foundations, retaining walls or similar methods that will seek to minimize grading and site preparation.
- C.** Grading shall be sloped to complement the natural land forms.
- D.** Roads in sloping or heavily vegetated areas shall be designed to minimize the area of disturbance. Where practical, clearing of vegetation within the right-of-way shall be restricted to create more natural appearing edges.

- 5.11 Signage**
All signage shall be in conformance with the Town of Castle Rock Municipal Code, Title 19, as amended.
- 5.12 Retaining Walls**
All retaining walls are to be constructed, or faced, with natural stone material, or equivalent for equal as approved by the Town.
- 5.13 Outdoor Events**
All Town of Castle Rock special event regulations apply and shall be in conformance with the Town of Castle Rock Municipal Code, as amended.
- 5.14 Temporary Uses**
All temporary uses shall be in conformance with the Town of Castle Rock Municipal Code, as amended.
- 5.15 Noise**
All Town of Castle Rock noise restrictions apply and shall be in conformance with the Town of Castle Rock Municipal Code, as amended.

- 6. Wildlife Mitigation Plan:**
The site is hilly and has been developed for many years. Presently, there is no vegetative cover (landscaping only) and no wildlife mitigation zones.

- 7. Architectural Design Standards:**
See attached rendering for proposed Architectural Design Standards, but not limited to, on the Castle Oaks Church. The 200 Wolfensberger Road building will remain. The photo below is a representation of, but not limited to potential elements and enhancements to the existing building. Architectural design elements not illustrated in the attached rendering shall comply with Town approved Site Development Plan design standards.


Proposed 826 Park Street Expansion (Castle Oaks Church) rendering



Existing 200 Wolfensberger building



CONSULTANTS



PLANNER: LANDSCAPE ARCHITECT/CIVIL ENGINEER

OWNER/DEVELOPER

WELLSPRING COMMUNITY

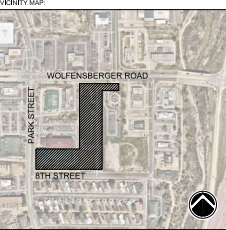
826 PARK STREET #200
CASTLE ROCK, CO 80109
(303) 860-1358

CASTLE OAKS COVENANT CHURCH

826 PARK STREET
CASTLE ROCK, CO 80109
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APPROVAL

VICINITY MAP



PROJECT

826 PARK ST. EXPANSION AND
200 WOLFENBERGER ROAD
PLANNED DEVELOPMENT PLAN
TOWN OF CASTLE ROCK
FEBRUARY 13, 2025

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| | | | |
| | | | |

DRAWING INFORMATION

PROJECT NO: 24-1310-005
DRAWN BY: WGC
CHECKED BY: JS
APPROVED BY: RAF

SHEET TITLE

ZONING
REGULATIONS

PD03

SHEET 03 OF 03

826 PARK STREET EXPANSION AND 200 WOLFENBERGER ROAD
PLANNED DEVELOPMENT PLAN & ZONING REGULATIONS
TOWN OF CASTLE ROCK PROJECT NO.: POP14004



Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/24/2025

Item #: File #: PC 2025-003

To: Members of the Planning Commission

From: BrieAnna Simon, Senior Planner, Development Services Department

Pine Canyon Annexation [535 acres, located on both the east and west sides of Interstate 25 (I-25). The portion of the property east of I-25 is generally north of Scott Boulevard, south of Black Feather Trail, west of Founders Parkway, and east of Front Street]

Executive Summary

JRW Family Limited Partnership LLLP is proposing to annex and rezone the 535 acres known as Pine Canyon. The applicant proposes to zone the property as a planned development (PD), and is seeking approval of the Pine Canyon Planned Development Plan and Zoning Regulations (Attachment C).

The Pine Canyon PD proposes to allow 1,800 dwelling units for a gross density of 3.37 dwelling units per acre (du/ac), a maximum of 600,000 square feet (s.f.) of commercial and light-industrial uses and approximately 178 acres, 32% of the site, of open space and park land.

Key Benefits of Proposed Annexation and Zoning

- Allows Town determination of growth patterns and development standards
- Development makes key road connections, improving circulation and emergency response
- Development would pay impact fees per residential unit or commercial square foot constructed
- Development would pay all system development fees, including Castle Rock Water's renewable water fee
- Development would tie into Castle Rock Water's existing wastewater treatment system
- Development would also meet all of the Town's water conservation standards
- Provides 32% Open Space and Public Land Dedication
- Preserves cultural resources on the property
- Makes regional trail connections
- Provides a buffer on southern edge to existing Castle Rock homes and requires similar lot sizes

Attachments

Item #: **File #:** PC 2025-003

Attachment A: Vicinity Map
Attachment B: Annexation Petition
Attachment C: Annexation Map
Attachment D: Pre-Annexation Agreement
Attachment E: Public Comment

AGENDA MEMORANDUM

To: Planning Commission

From: BrieAnna Simon, Senior Planner, Development Services Department

Title: **Pine Canyon Annexation** [535 acres, located on both the east and west sides of Interstate 25 (I-25). The portion of the property east of I-25 is generally north of Scott Boulevard, south of Black Feather Trail, west of Founders Parkway, and east of Front Street]

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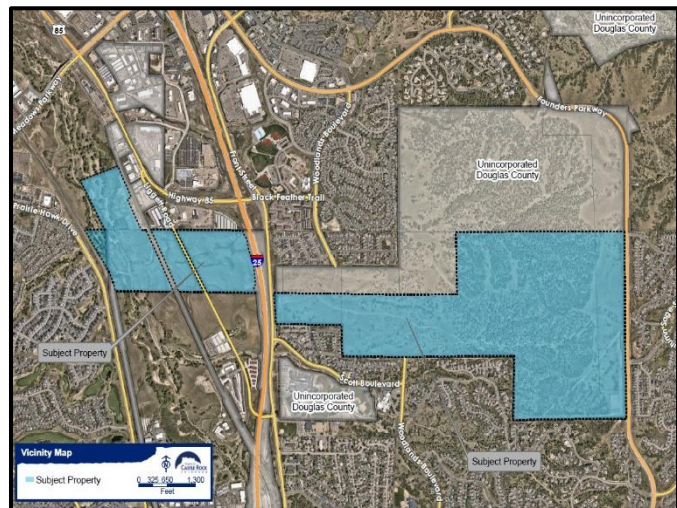


Figure 1: Vicinity Map

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- Provides 32% Open Space and Public Land Dedication
- Preserves cultural resources on the property

- Makes regional trail connections
- Provides a buffer on southern edge to existing Castle Rock homes and requires similar lot sizes

Background

The Property Existing Conditions and Surrounding Uses

The parcel proposed for annexation is currently under the jurisdiction of Douglas County. The 535-acre site is in central Douglas County surrounded by the Town of Castle Rock. It is located on both the east and west sides of Interstate 25 (I-25). The portion of the property east of I-25 is generally north of Scott Boulevard, south of Black Feather Trail, west of Founders Parkway, and east of Front Street. The portion of the property west of I-25 is generally east of Prairie Hawk Drive, south of Highway 85 and bisected by Liggett Road (Figure 1).

Town Council held a public hearing on December 17, 2024 for a Pre-Annexation Agreement. The Pre-Annexation Agreement outlined several topics specific to the future annexation and zoning for the property and lays out the agreed upon terms for both the Town and JRW. The Pre-Annexation also outlined a target schedule for processing of the land use items. The proposal tonight meets all of the obligations outlined in the Pre-Annexation Agreement.

Town Council held a public hearing on February 18, 2025, and found the annexation petition to be in substantial compliance with the provisions of Article II, Section 30(1)(B) of the Colorado Constitution and Section 31-12-107(1), C.R.S. Further, Town Council held a public hearing on April 1, 2025 and found the property proposed for annexation was eligible to be annexed in accordance with the Colorado Revised Statutes. The Town will now consider whether the property should be annexed to the Town, and whether the proposed Planned Development zoning is appropriate and should be approved.

Use and Surrounding Zoning

The subject property is currently undeveloped and being used for agricultural purposes. The property is currently zoned A1-Agricultural One within Douglas County. This zoning generally allows for a wide range of farming, ranching or tree farming activities.

The project area is adjacent to the Town of Castle Rock zoning on 60 percent of the project area boundaries. The northern boundary of the project area on the east side of I-25 is adjacent to unincorporated Douglas County, which is zoned in the County as A1-Agricultural One. This area currently has an annexation and zoning application under review with the Town of Castle Rock but is still within the review process at this time.

The eastern boundary of the project area is adjacent to the Castle Oaks Amendment No. 1 Planned Development Plan which allows for single-family residential. The northern boundary of the project area on the west side of I-25 is adjacent is adjunct to straight zoned parcels for I-2 General Light and Metzler Ranch Planned Development Plan (1996). Both these planning areas allow for general light-industrial uses.

The southern boundary of the project area on the east side of I-25 is adjacent to Woodlands Planned Development Plan, Scott Ranch Planned Development Plan, and Scott II Major

Modification Planned Development Plan. The zoning in these areas allow for a mix of single family residential and multi-family residential. The southern boundary of the project area on the west side of I-25 is adjacent to straight zoned parcels for I-2 General Light Industrial and PL-1 District. The regulations for these areas are outlined in the Town's Municipal Code. The west side of the project area is adjacent to the Meadows Fourth Amendment which allows for open space directly adjacent to the project area.

Discussion of Proposal

Pine Canyon Annexation

The Pine Canyon annexation petition and plat map were accepted and filed with the Town Clerk on February 5, 2025. As required by the Colorado Revised Statutes (C.R.S.), the petition was reviewed by Town Council in two separate hearings. The Substantial Compliance hearing was held on February 18, 2025 and the Council found that the petition substantially complied with the requirements of the Colorado Constitution and the C.R.S for annexation. The Eligibility hearing was held on April 1, 2025 and Town Council found the property to be eligible to be considered for annexation into the Town.

The area proposed for annexation is approximately 534.6-acres and is currently zoned A1-Agricultural One in Douglas County.

Pine Canyon Planned Development Zoning

The applicant is requesting that the property be zoned Planned Development (PD) (Attachment D). The Pine Canyon Planned Development Plan and Zoning Regulations establish 11 residential planning areas, two mixed use/multi-family planning areas, one resort spa or residential planning area, one school planning area and one business/light-industrial planning area. Additional planning areas are set aside for parks and open space areas.

Residential Development

The proposed zoning would allow 800 single-family detached units, along with 1,000 multi-family units at a gross density of 3.37du/ac. Lot sizes are dependent on the housing type, and would have a minimum of 4,500 s.f. The zoning also restricts areas from over-lot grading in sensitive areas of the property. This will preserve mature trees and have less impact on the existing natural resources compared with traditional over-lot grading developments in Town.

Commercial Development

Planning Area 18 and Planning Area 17 area proposed to be a mix-used area. This will allow for both multi-family residential units integrated with commercial uses. Planning Area 19 is proposed to be an area of business/light industrial uses. Permitted uses include retail, restaurant, office, manufacturing and distribution facilities. The maximum non-residential square footage allowed is 600,000.

Planning Area 6 is proposed to allow a resort spa hotel, up to 225 rooms with a full service spa, with the intent to be an anchor in the Pine Canyon community. The proposed zoning is flexible and allows that if a resort is not built, this planning area can be developed with up to 75 branded residences instead. These 75 units would be out of the total 800 single family units, which would reduce the number of homes built in the residential planning areas.

Open Space, Public Land, Park and Trails

Per the Pre-Annexation agreement the development was required to meet the Town's minimum 20 percent open space. The proposed zoning accounts for 171 acres of open space or 32% of the site. As planning areas develop, additional open space will be provided to the Town during the site development plan process..

OSP 8 and OSP 9 include a 62.1 acre private Homestead and farm land that will continue to be a Homestead farm with educational opportunities. This property will be used to actively farm the land, while providing a grazing area for cattle. The Homestead will partner with local agencies to provide educational programs for the community.

Prescriptive Buffer

Based on input from the surrounding residents, the development plan was revised to create a prescriptive buffer on the southern property boundary of the PD between Planning Areas 4, 10 and 11, and the existing Woodlands neighborhood.

The buffer area will be provided from the Pine Canyon residential lot line to project's property line adjacent to the Woodlands residential neighborhood. This buffer area will include a trail and meet the Town's landscaping requirements. The existing CORE Electric overhead transmission lines also run in this buffer area.

Technical Reports and Analyses

Fire

The proposed project area is located with the Town of Castle Rock Fire Protection Service Area. The project area will be served by Town of Castle Rock Fire, which has capacity to serve the proposed development. If this property annexes into the Town, it will be served by Castle Rock Water, allowing Castle Rock Fire to have a reliable and renewable water supply for necessary fire services.

Parks and Recreation

The development is constructing three (3) local or neighborhood parks totally 22.9 acres. These parks will be open to the public, and will be privately owned by the Metro District or HOA. Based on the density proposed for this development, Town code would require 42.02 acres of Public Land Dedication (PLD) for uses such as parks, police and fire, water facilities, and other Town lands. Town staff is recommending approval of the PD zoning as proposed with 22.9 acres of parkland, which matches the proposal they submitted to Douglas County. The proposed Development Agreement for Pine Canyon is drafted to recognize that this dedication is 16.25 acres short and will not obligate the developer to pay any additional cash-in-lieu for PLD. Staff recommends this due to the overall benefit of having this property develop within the Town's jurisdiction, subject to the Town's permitting and development process, and connected to and participating in the Town renewable water supplies.

The other portion of PLD that the Town calculates is for future school use. Based on the proposed density and Douglas County School District's student/land density ratios, 20.56 acres of PLD are required for future school land in Pine Canyon. The School District has

agreed that the proposed 12.7-acre parcel will be sufficient. The 12.7-acre parcel will be provided through PLD for the Town to hold. No additional school PLD is requested.

In regard to trails and open space, the development is proposing 148.1 acres of open spaces, which is 28% of the development. Code requires 106.9 acres to meet the 20% minimum open space requirement. It is expected that additional open space will be added by each planning area as they go through the site development plan process, which may include things like buffers, pocket parks, trail connections, multi-family common spaces, etc, which will be above and beyond the 28% identified now. Trail corridors are proposed through the development including a pedestrian underpass at I-25 that the developer will be providing.

At this time, the ownership and maintenance of all open space and parks are planned to be by the developer, metro district or HOA. The 12.7-acre future school PLD site will be owned and maintained by the Town until it is needed for a school site. At the time of SDP, the park parcels ownership may transfer to the Town, but maintenance will be held by the metro district or HOA. All parks and recreation development impact fees will be paid to the Town at time of building permit to offset the park usage impacts and uses this development will bring to the town-wide park facilities.

On the western side of the development, a 64.1-acre open space/agricultural area is proposed. This area has been split into three smaller areas. The first area, OSP8 would be the larger parcel used primarily for private agricultural use, the second would be a private 2.2-acre homestead, and the third would be a public trail corridor for the existing Town trail. The developer intends to use the agricultural and homestead areas to continue the current uses of grazing cattle, growing crops, and may have other farm animals on site and work with local groups such as Future Farmers of America or 4-H in an educational capacity. Should the agricultural uses on the site cease to continue, the land will be dedicated to the Town for open space.

Traffic Impact Analysis and Mitigation

A Traffic Impact Analysis (TIA) was submitted to the Town with this application. As part of the pre-annexation agreement between the Town and the applicant, the Town has agreed to accept the TIA as it is, however will require updated TIAs at the time of site development plans. Additional analysis will be required as planning areas are advanced. Proposed uses and trip generation data may require additional traffic infrastructure mitigation. All development is required to work with the Town on roads and road connections as each planning area develops. The development will also pay transportation impact fees on all building permits issued for the development. These fees will be used for the construction of road improvement projects throughout Town.

Utilities

The development would tie into Castle Rock Water's existing wastewater treatment system, and a separate treatment facility, as proposed in Douglas County, would not be needed or built. The Town's applicable water and sewer requirements set forth in the Town of Castle Rock Water Criteria Manual and Wastewater Criteria Manual will apply to the property.

Drainage

The Town's applicable drainage requirements set forth in the Town of Castle Rock Stormwater Criteria Manual will apply to the Property. The Town will receive a drainage easement over the private floodplain that won't be dedicated through the agricultural tract.

Water Conservation

The development will meet all of the Town's water conservation standards, including the ColoradoScape requirements established in 2022. The Town's applicable landscape and irrigation requirements set forth in the Town of Castle Rock Landscape and Irrigation Criteria Manual (as amended) will apply to the Property, and have been incorporated into the PD Zoning's standards and noted within the annexation agreement.

Water Resources

Town staff is recommending approval of the PD Zoning with a nonrenewable groundwater dedication of approximately 757 acre-feet, which is short of the normal nonrenewable groundwater dedication required for a development of this size. As agreed to in the pre-annexation agreement with the Town, the Town will reserve existing excess nonrenewable groundwater already owned by the Town to ensure the appropriate amount of nonrenewable groundwater is available for the benefit of the development. The development will pay all system development fees at current and future rates, including Castle Rock Water's renewable water fee. The development will meet all of the Town's water conservation standards including the ColoradoScape requirements put in place at the end of 2022. Town staff believe that getting this development into the Town's water system and off of sole reliance on nonrenewable groundwater is important for the region and the long-term sustainability of water supply for the Town and this development. Additionally, having Town water services to this area will greatly improve the water supply for Castle Rock Fire, who is the responding fire agency.

As agreed to in the pre-annexation agreement with the Town, JRW has requested the right to retain 106 acre-feet of groundwater solely for irrigation, stock watering, domestic and other agricultural purposes for the use of the existing homestead, located on the far west side of the property, west of the BNSF railroad and east of East Plum Creek. JRW has agreed to a restrictive covenant on these groundwater rights, limiting their use for agriculture and irrigation for this 62.1-acre homestead, and it would grant the Town first right of refusal to purchase them in the future. The Town will also grant JRW a lease agreement to allow them to lease, at the Town's going rates, a very small amount of water (~1 acre-foot) to augment their agricultural use of the 106 acre-feet of groundwater.

Annexing this development into the Town, so it can be served by the Town's water system and off of sole reliance on nonrenewable groundwater is important for the region and the long-term sustainability of the water supply for the Town and this development. Castle Rock Water staff is supportive of this development and the above agreements.

Notification and Outreach

Public Notice

Public hearing notice signs were posted on the property on April 9, 2025. Written notice letters were sent to property owners within 500 feet of the property, at least 15 days prior to the public hearings.

Town staff published notice of the Planning Commission and Town Council public hearings on the Town's website and provided information about the proposal on the Town's *Development Activity* interactive map.

Neighborhood Meetings

The Town and applicant together held three neighborhood meetings. A neighborhood meeting was scheduled and noticed for February 11, 2025, March 11, 2025 and April 16, 2025. All meetings were held via a hybrid format with participation both in person and online. These meetings had questions on traffic generation and roadway connections, the need for a resort/hotel in this area, buffer areas, and number of additional units. Town staff provided an overview of the past history of annexation discussions with the applicant, and their recent applications with the County. Staff also discussed that this property will develop either in the County or in the Town, and that staff would rather this property develop within the Town's jurisdiction and subject to the Town's regulations.

External Referrals

External referrals were sent to local service providers and Douglas County agencies. There are no outstanding external referral comments.

Analysis

Annexation Criteria and Analysis 20.04.040

The Town Council and Planning Commission shall consider the policies, guidelines and criteria in the Town Master Plan, as amended, in determining whether it is in the best interests of the Town to grant or deny the petition for annexation.

2030 Vision and Comprehensive Master Plan

Principle – Responsible Growth-2.1

Annexation of areas with the potential to accommodate growth in a fiscally and environmentally sound manner.

- a. Is a logical extension or infill of Town boundaries.
- b. Has demonstrated a significant benefit to the Town.
- c. Will be provided with adequate urban services.
- d. Is fiscally responsible.
- e. Conveys to the Town all water rights appurtenant to the ground at the time of annexation.

Analysis: The proposed Annexation generally meets criterion a-e. Annexation and zoning of the Pine Canyon property is a step toward closing holes within the Town boundaries and providing for continuity of Fire and Police services. Approximately 32% of the property will be dedicated as open space and public land, preserving areas of mature vegetation and wildlife habitat. The trail system will benefit the entire community and provide important links to the Front Range Trail. Additionally, it provides a new east-west road network in this area, and will provide part of the missing north-south road and sidewalk connection on Woodlands Boulevard, which are critical to improve traffic/pedestrian mobility in this area.

The plan also generally conforms to all other relevant requirements and land development principles of the Town's Municipal Code.

Budget Impact

The Pine Canyon Pre-Annexation Agreement included a credit for application fees that have been previously paid to the Town, as well as the Town covering the costs of mailing notices for the annexation and zoning neighborhood hearings. This development will pay their required building and impact fees, as all other developments within the Town pay.

Findings

All staff review comments and external referral comments have been addressed. Staff finds the proposed Pine Canyon annexation:

- Meets the goals and principles of the Town's Vision and Comprehensive Master Plan,
- Was reviewed and processed as prescribed in the Municipal Code, Title 20 Annexation
- Conforms with the obligations outlined in the Pre-Annexation Agreement.

Recommendation

Staff recommends that Planning Commission recommend approval of the Annexation, as proposed, to Town Council.

Proposed Motion

Option 1: Approval

"I move to recommend approval of the Annexation, to Town Council."

Option 2: Approval with Conditions

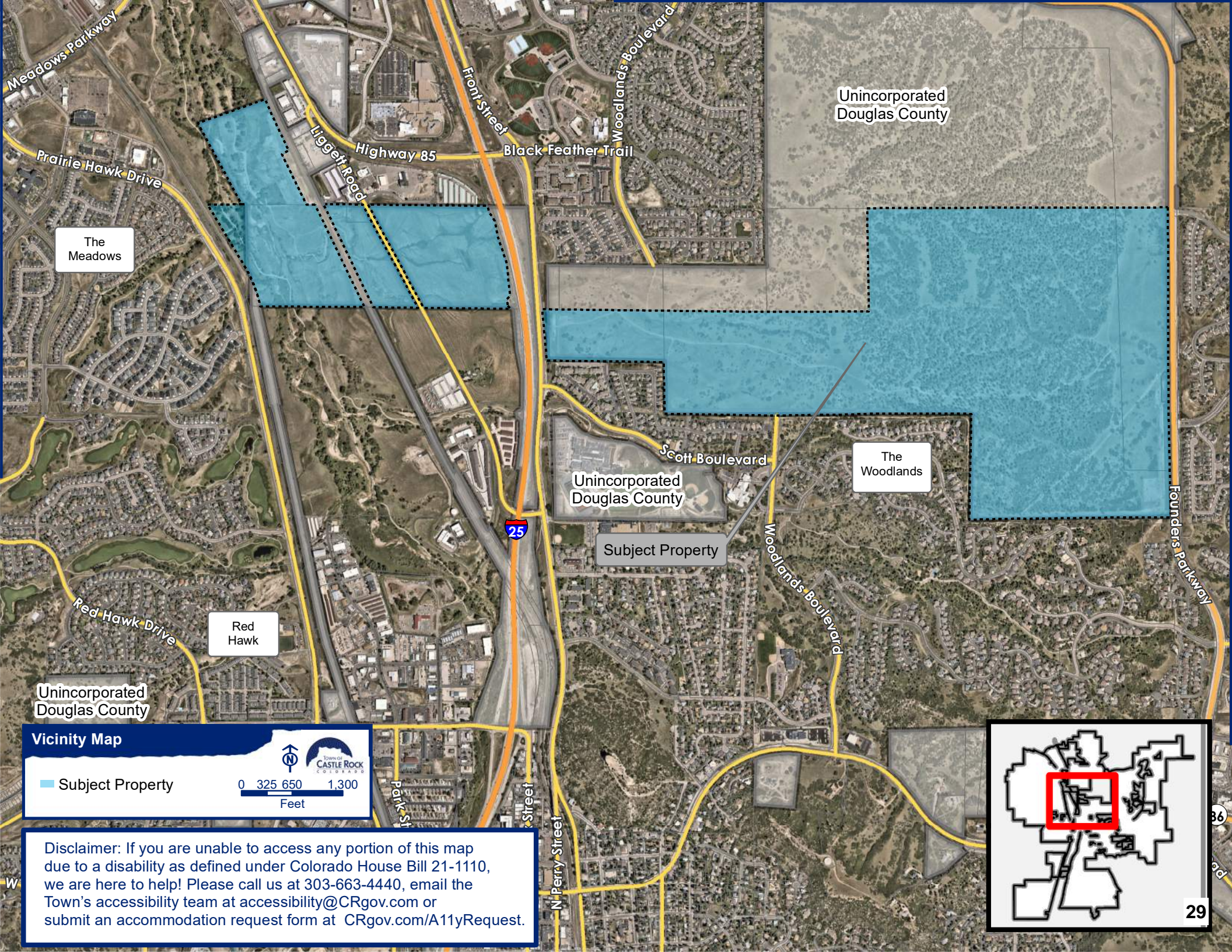
"I move to recommend approval of the Annexation, to Town Council, with the following conditions:" (list conditions)

Option 3: Continue item to next hearing (need more information to make decision)

"I move to continue this item to the Planning Commission meeting on [date], at [time]."

Attachments

Attachment A: Vicinity Map
Attachment B: Annexation Petition
Attachment C: Annexation Map
Attachment D: Pre-Annexation Agreement
Attachment E: Public Comment



The Meadows

Unincorporated Douglas County

Unincorporated Douglas County

The Woodlands

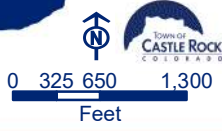
Subject Property

Unincorporated Douglas County

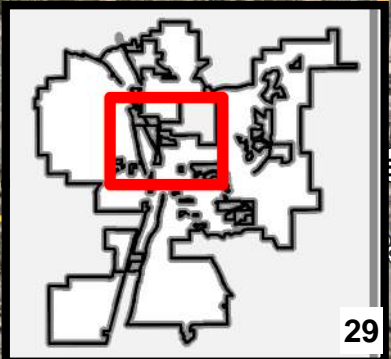
Red Hawk

Vicinity Map

Subject Property



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.



PETITION FOR ANNEXATION

TO THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

The undersigned (“**Petitioner**”), in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended (the “**Act**”), hereby petitions (this “**Petition**”) the Town Council (the “**Council**”) of the Town of Castle Rock, Colorado (the “**Town**”) to annex to the Town the unincorporated territory located in the County of Douglas, State of Colorado, as more particularly described by its legal description in Exhibit A, which is attached hereto and incorporated herein by this reference (the “**Property**”).

In support of this Petition, Petitioner further states as follows:

1. It is desirable and necessary that the Property be annexed to the Town.

2. The condition set forth in Section 30(1)(b) of Article II of the Colorado Constitution has been met, the provisions of Section 30 of Article II of the Colorado Constitution have been complied with, and the requirements of Sections 31-12-104 and 31-12-105 of the Act exist or have been met in that:

(a) Not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town.

(b) Contiguity with the Town is not established by use of any boundary:

(i) of an area previously annexed to the Town that, at the time of its annexation, was not contiguous at any point with the boundary of the Town, was not otherwise in compliance with Section 31-12-104(1)(a) of the Act, and was located more than three miles from the nearest boundary of the Town (“**Non-Contiguous Area**”); or

(ii) of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.

(c) A community of interest exists between the Property and the Town.

(d) The Property is urban or will be urbanized in the near future.

(e) The Property is integrated with or is capable of being integrated with the Town.

(f) In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(i) has been divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

(ii) comprising twenty acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars for ad valorem tax purposes for the year next preceding the annexation) is included without the written consent of the landowners.

(g) The Property is not presently a part of any incorporated city, city and county, or town; no proceedings have been commenced for incorporation or annexation of part or all of the Property to another municipality; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve months immediately preceding the filing of this Petition.

(h) Annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.

(i) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent of which are within the three mile limit, annexation of the Property will not have the effect of extending a municipal boundary more than three miles in any direction from any point of the Town boundary in any one year.

(j) In establishing the boundaries of the Property, if a portion of a platted street or alley is annexed, the entire width of said street or alley is included, and annexation of the Property will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

3. Petitioner comprises more than fifty percent of the landowners of the Property and owns more than fifty percent of the Property, excluding public streets and alleys and any land owned by the Town. No person has signed this Petition more than one hundred eighty days prior to the date of filing this Petition with the Clerk of the Town.

4. The mailing address of Petitioner, the legal description of the land owned by Petitioner, and the date of signing of Petitioner's signature are all shown on this Petition.

5. Accompanying this Petition are four copies of the annexation boundary map in the form required by Section 31-12-107(1)(d) of the Act containing the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land, and if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

6. Petitioner and the Town previously entered into that Pre-Annexation Agreement (Pine Canyon) dated December 17, 2024 (the “**Pre-Annexation Agreement**”), which, among other things, sets forth the respective rights and responsibilities of Petitioner and the Town in connection with the processing of the annexation and initial entitlements of the Property.

7. In connection with the processing of this Petition and as contemplated by the Pre-Annexation Agreement, Petitioner requests that the Town institute the procedure to, concurrently with processing annexation of the Property, as applicable:

(a) In accordance with Section 31-12-115 of the Act and applicable provisions of the Town’s Municipal Code, zone the Property to the Planned Development zoning district;

(b) In accordance with applicable provisions of the Town’s Municipal Code, a Planned Development plan for the Property; and

(c) Approve and execute an annexation and development agreement (“**Annexation Agreement**”) which addresses, among other matters: (i) the general plan of development for the Property; and (ii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S.

8. Petitioner has filed this Petition subject to, and Petitioner’s consent to annexation of the Property to the Town is conditioned upon satisfaction of, the following conditions (collectively, the “**Annexation Conditions**”), any one or more of which may be waived by Petitioner in Petitioner’s sole discretion:

(a) Concurrently with approving annexation of the Property, Council approves, in form and substance satisfactory to Petitioner, the following:

(i) zoning for the Property to the Planned Development zoning district, which is substantially consistent with the application for zoning which Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(ii) a Planned Development plan for the Property, which is substantially consistent with the application Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(iii) a Town-initiated amendment to Town’s Municipal Code Chapter 17.48 “Skyline/Ridgeline Protection Regulations” overlay map and/or 2030 Comprehensive Master Plan to remove the Property from any regulations or guidance purporting to include the Property within the Town’s Skyline/Ridgeline Protection Regulations; and

(iv) such ordinances and/or resolutions, if any, as may be required to implement provisions of the Annexation Agreement.

(b) Town not otherwise defaulting in its obligations set forth in the Pre-Annexation Agreement and the Petition.

9. Petitioner reserves the sole, exclusive and unilateral right to withdraw this Petition for failure of the Annexation Conditions by so notifying the Clerk of the Town in writing at any point prior to the later to occur of: (i) the latest final, non-appealable approval of the final ordinances, resolutions and/or other final actions approving, as requested pursuant to this Petition, (A) annexation of the Property (B) the matters described in Paragraphs 8(a)(i) to 8(a)(iv) (clauses (A) and (B), are collectively referred to herein as the “**Approvals**”); (ii) final, non-appealable resolution of any “Legal Challenge” (defined in Paragraph 11 below); or (iii) any later date contemplated in the Annexation Agreement.

10. Prior to expiration of the period described in the foregoing Paragraph 9 without Petitioner having withdrawn the Petition, neither Petitioner nor the Town shall cause or permit the occurrence of the conditions to effectiveness of the annexation as set forth in Section 31-12-113(2)(b) of the Act, unless otherwise agreed to in writing by Petitioner and the Town.

11. For purposes of this Petition, “Legal Challenge” means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the Approvals or any of the Town’s resolutions or ordinances approving any of the Approvals; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

12. Upon annexation of the Property becoming effective, and subject to the conditions set forth in this Petition and Pre-Annexation Agreement and to be set forth in the Annexation Agreement, the Property shall become subject to the Town’s Home Rule Charter and all ordinances, resolutions, rules and regulations of the Town, except as otherwise may be set forth in the Annexation Agreement, and except for general property taxes of the Town, which shall become effective on January 1 of the next succeeding year following the date on which annexation of the Property becomes legally effective.

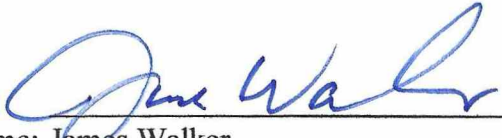
13. Except for the terms and conditions of this Petition, Pre-Annexation Agreement, and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), 110(2), 111 or 112(1) of the Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

[Signature Pages and Exhibits Follow This Page]

THEREFORE, Petitioner requests that the Council approve the annexation of the Property.

PROPERTY OWNER/PETITIONER

JRW FAMILY LIMITED PARTNERSHIP LLLP,
a Colorado limited liability limited partnership

By: 
Name: James Walker
Title: General Partner
Date: 1-30-25

Petitioner's mailing address: 5975 East Jamison Place, Centennial, Colorado 80112

Is Petitioner a resident of the Property?: No.

Legal description of land owned by Petitioner: See Exhibit B, Legal Description of Land Owned by Petitioner

EXHIBIT A

Legal Description of Property Proposed for Annexation

LEGAL DESCRIPTION:

East Side of I-25, Castle Rock, CO

Parcel A

The North 1/2 of the Northeast 1/4 of Section 1, Township 8 South, Range 67 West of the 6th P.M.,

EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, County of Douglas, State of Colorado.

Parcel B

The North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., lying East of Interstate Highway 25, County of Douglas, State of Colorado.

Parcel C

The North 1/2 of the Southwest of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel D

The Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel E

The Southeast 1/4, the East 1/2 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 7 South, Range 67 West of the 6th P.M., EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, AND EXCEPT that fee parcel acquired by Department of Transportation, State of Colorado by Rule and Order, Order for Disbursement of Funds, and Order for Release of Lis Pendens in Civil Action 2009CV883, District Court, Douglas

West Side of I-25, Castle Rock, CO

Parcel A

All that part of the North 1/2 of the Southwest 1/4 of Section 35 and all that part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of Interstate 25 and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad,
EXCEPT Denver and Rio Grande right of way,
AND EXCEPT right of way for Liggett Road,
AND EXCEPT Lot 1, Douglas County Lions Club,
AND EXCEPT property described in Exhibit A to Rule and Order in Civil Action 2005CV1763, District Court, Douglas County, State of Colorado, recorded June 20, 2008 at Reception No. 2008043978, County of Douglas, State of Colorado.

Parcel B

Lot 1,
DOUGLAS COUNTY LIONS CLUB,
County of Douglas, State of Colorado.

Parcel C

That portion of the Northeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:
BEGINNING at a point on the South line of the Northeast 1/4 of Section 34 from whence the East 1/4 corner bears South 89° 32' 53' East, a distance of 512.11 feet and considering said South line to bear South 89° 32' 53' East, as determined by solar observation, with all bearings contained herein relative thereto;
thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:
North 25° 25' 05' West, a distance of 744.26 feet;
North 64° 34' 55' East, a distance of 100.00 feet;
North 25° 25' 05' West, a distance of 455.31 feet to a point of curvature;
along a curve to the right, having a central angle of 02° 32' 56,' a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North 24° 08' 34' West, a distance of 250.00 feet;
thence, departing said Westerly right of way, South 70° 36' 31' West, a distance of 911.40 feet;
thence, South 27° 58' 52' East, a distance of 1183.73 feet to a point on the South line of the Northeast 1/4 of Section 34;
thence, along said South line, South 89° 32' 53' East, a distance of 831.16 feet to the POINT OF BEGINNING,
County of Douglas, State of Colorado.

EXHIBIT B

Legal Description of Land Owned by Petitioner

LEGAL DESCRIPTION:

East Side of I-25, Castle Rock, CO

Parcel A

The North 1/2 of the Northeast 1/4 of Section 1, Township 8 South, Range 67 West of the 6th P.M.,

EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, County of Douglas, State of Colorado.

Parcel B

The North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., lying East of Interstate Highway 25, County of Douglas, State of Colorado.

Parcel C

The North 1/2 of the Southwest of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel D

The Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel E

The Southeast 1/4, the East 1/2 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 7 South, Range 67 West of the 6th P.M., EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, AND EXCEPT that fee parcel acquired by Department of Transportation, State of Colorado by Rule and Order, Order for Disbursement of Funds, and Order for Release of Lis Pendens in Civil Action 2009CV883, District Court, Douglas

West Side of I-25, Castle Rock, CO

Parcel A

All that part of the North 1/2 of the Southwest 1/4 of Section 35 and all that part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of Interstate 25 and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad,
EXCEPT Denver and Rio Grande right of way,
AND EXCEPT right of way for Liggett Road,
AND EXCEPT Lot 1, Douglas County Lions Club,
AND EXCEPT property described in Exhibit A to Rule and Order in Civil Action 2005CV1763, District Court, Douglas County, State of Colorado, recorded June 20, 2008 at Reception No. 2008043978, County of Douglas, State of Colorado.

Parcel B

Lot 1,
DOUGLAS COUNTY LIONS CLUB,
County of Douglas, State of Colorado.

Parcel C

That portion of the Northeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:
BEGINNING at a point on the South line of the Northeast 1/4 of Section 34 from whence the East 1/4 corner bears South 89° 32' 53' East, a distance of 512.11 feet and considering said South line to bear South 89° 32' 53' East, as determined by solar observation, with all bearings contained herein relative thereto;
thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:
North 25° 25' 05' West, a distance of 744.26 feet;
North 64° 34' 55' East, a distance of 100.00 feet;
North 25° 25' 05' West, a distance of 455.31 feet to a point of curvature;
along a curve to the right, having a central angle of 02° 32' 56,' a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North 24° 08' 34' West, a distance of 250.00 feet;
thence, departing said Westerly right of way, South 70° 36' 31' West, a distance of 911.40 feet;
thence, South 27° 58' 52' East, a distance of 1183.73 feet to a point on the South line of the Northeast 1/4 of Section 34;
thence, along said South line, South 89° 32' 53' East, a distance of 831.16 feet to the POINT OF BEGINNING,
County of Douglas, State of Colorado.

EXHIBIT C

Affidavit of Circulator

This petition has been circulated by the undersigned (the circulator) who attest that each signature thereon is that of the person whose name it purports to be. (Each circulator shall sign below in front of the same notary, or attach a separate Affidavit for each circulator).

KFW Signature KFW Initials

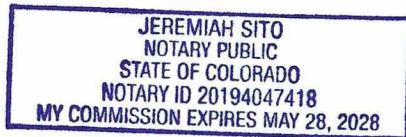
Kurt Walker Print Name Partner Title

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

Subscribed and sworn to before me this 30th day of January, 2025^A, by Kurt Walker.

WITNESS my hand and official seal.

My commission expires: May 28, 2028



[Signature]
Notary Public

PINE CANYON ANNEXATION MAP
LOCATED IN PARTS OF SECTIONS 34, 35 & 36, TOWNSHIP 7 SOUTH, RANGE 67 WEST,
AND PART OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(PER TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, NUMBER 00506340-201-T21-ES, HAVING AN EFFECTIVE DATE OF MARCH 6, 2025)

PARCEL ONE:

ALL THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35 AND ALL THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., LYING WEST OF THE WEST RIGHT OF WAY LINE OF INTERSTATE 25 AND LYING EAST OF THE EAST RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, EXCEPT DENVER AND RIO GRANDE RIGHT OF WAY, AND EXCEPT RIGHT OF WAY FOR LIGGETT ROAD, AND EXCEPT LOT 1, DOUGLAS COUNTY LIONS CLUB, AND EXCEPT PROPERTY DESCRIBED IN EXHIBIT A TO RULE AND ORDER IN CIVIL ACTION 2005CV1763, DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO, RECORDED JUNE 20, 2008 AT RECEPTION NO. 2008043978, COUNTY OF DOUGLAS, STATE OF COLORADO

PARCEL TWO:

LOT 1,

DOUGLAS COUNTY LIONS CLUB, AS PER THE PLAT THEREOF RECORDED MARCH 6, 1987 AT RECEPTION NO. 8706250, COUNTY OF DOUGLAS, STATE OF COLORADO

PARCEL THREE:

THAT PORTION OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 34 FROM WHENCE THE EAST ¼ CORNER BEARS SOUTH 89° 32' 53" EAST, A DISTANCE OF 512.11 FEET AND CONSIDERING SAID SOUTH LINE TO BEAR SOUTH 89° 32' 53" EAST, AS DETERMINED BY SOLAR OBSERVATION, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE, THE FOLLOWING COURSES ALONG THE DENVER AND RIO GRANDE WESTERN RAILROAD WESTERLY RIGHT OF WAY:

NORTH 25° 25' 05" WEST, A DISTANCE OF 744.28 FEET;

NORTH 64° 34' 58" EAST, A DISTANCE OF 100.00 FEET;

NORTH 25° 25' 05" WEST, A DISTANCE OF 455.31 FEET TO A POINT OF CURVATURE, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02° 32' 56", A RADIUS OF 5620.00 FEET, AN ARC LENGTH OF 250.00 FEET AND A CHORD THAT BEARS NORTH 24° 08' 34" WEST, A DISTANCE OF 250.00 FEET;

THENCE, DEPARTING SAID WESTERLY RIGHT OF WAY, SOUTH 70° 36' 31" WEST, A DISTANCE OF 911.40 FEET;

THENCE, SOUTH 27° 58' 52" EAST, A DISTANCE OF 1183.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 34;

THENCE, ALONG SAID SOUTH LINE, SOUTH 89° 32' 53" EAST, A DISTANCE OF 831.16 FEET TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO

ABOVE LEGAL DESCRIPTION IS ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 36, BEING MONUMENTED BY A 2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "LS 6935", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 36, BEING MONUMENTED BY A 2 INCH DIAMETER ALUMINUM TUBE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "LS 6935", IS ASSUMED TO BEAR NORTH 0° 05' 27" EAST, A DISTANCE OF 2679.42 FEET. WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE NORTH 89° 28' 38" WEST, A DISTANCE OF 3552.58 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 25, BEING MONUMENTED BY A 3.25 INCH ALUMINUM CAP STAMPED "CDOT POINT 939", BEING THE THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT OF WAY LINE FOLLOWING EIGHT (8) COURSES;

1. SOUTH 18° 57' 27" EAST, A DISTANCE OF 97.46 FEET;

2. SOUTH 34° 19' 43" EAST, A DISTANCE OF 116.54 FEET;

3. SOUTH 10° 33' 34" EAST, A DISTANCE OF 210.86 FEET;

4. SOUTH 19° 03' 26" EAST, A DISTANCE OF 342.07 FEET;

5. SOUTH 06° 26' 49" EAST, A DISTANCE OF 432.31 FEET;

6. SOUTH 39° 49' 42" WEST, A DISTANCE OF 69.17 FEET;

7. SOUTH 10° 19' 22" EAST, A DISTANCE OF 83.49 FEET;

8. SOUTH 42° 40' 51" EAST, A DISTANCE OF 52.61 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

9. DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 89° 19' 42" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2091.57 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTIONS 34 AND 35;

10. SOUTH 89° 30' 25" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1117.36 FEET TO A POINT ON THE EAST BOUNDARY OF THE BURLINGTON NORTHERN SANTA FE RAILROAD;

11. NORTH 11° 45' 56" WEST, ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 72.25 FEET TO A POINT OF CURVATURE;

12. CONTINUING ON SAID EAST RIGHT OF WAY LINE, NORTHWESTERLY A DISTANCE OF 510.22 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1507.70 FEET, A CENTRAL ANGLE OF 19° 23' 21", A CHORD BEARING OF NORTH 21° 27' 37" WEST, AND A CHORD LENGTH OF 507.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION;

13. NORTH 00° 56' 39" WEST, ALONG SAID WEST LINE, A DISTANCE OF 781.54 FEET TO THE CENTER EAST SIXTEENTH CORNER OF SAID SECTION 34;

14. NORTH 89° 58' 06" WEST, ALONG THE SOUTH LINE OF THE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 34.78 FEET;

15. NORTH 28° 20' 52" WEST, A DISTANCE OF 1183.02 FEET;

16. NORTH 70° 09' 33" EAST, A DISTANCE OF 911.69 FEET TO A POINT ON THE WEST BOUNDARY OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID WEST BOUNDARY THE FOLLOWING FOUR (4) COURSES;

17. SOUTHEASTERLY A DISTANCE OF 249.04 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5620.00 FEET, A CENTRAL ANGLE OF 2°32'20", A CHORD BEARING OF SOUTH 24°32'33" EAST, AND A CHORD LENGTH OF 249.02 FEET;

18. SOUTH 25° 48' 43" EAST, A DISTANCE OF 455.32 FEET;

19. SOUTH 64° 11' 17" WEST, A DISTANCE OF 100.00 FEET;

20. SOUTH 25° 48' 43" EAST, A DISTANCE OF 745.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

21. SOUTH 89° 57' 34" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 512.07 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 34;

22. SOUTH 89° 29' 14" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1810.18 FEET TO THE POINT OF BEGINNING;

SAVING AND EXCEPTING THEREFROM

THOSE LANDS OCCUPIED AND CLAIMED BY THE UNION PACIFIC RAILROAD AS DEPICTED ON SHEET 5 OF 27 OF THE RIGHT OF WAY AND TRACK MAP OF THE DENVER AND RIO GRANDE RAILROAD, FIRST DIVISION, DATED JUNE 30, 1919 BEING SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO AND THAT SIXTY (60) FOOT WIDE RIGHT OF WAY FOR LIGGETT ROAD, BEING SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

SAID PARCEL CONTAINING A CALCULATED AREA OF 5,145,443 SQUARE FEET OR 118.123 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(PER TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, NUMBER 00506339-201-T21-ES, HAVING AN EFFECTIVE DATE OF MARCH 6, 2025)

PARCEL A:

THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.;

EXCEPT THE EASTERLY 55 FEET THEREOF DEEDED TO THE TOWN OF CASTLE ROCK BY INSTRUMENT RECORDED MARCH 27, 1985 IN BOOK 567 AT PAGE 182, COUNTY OF DOUGLAS, STATE OF COLORADO.

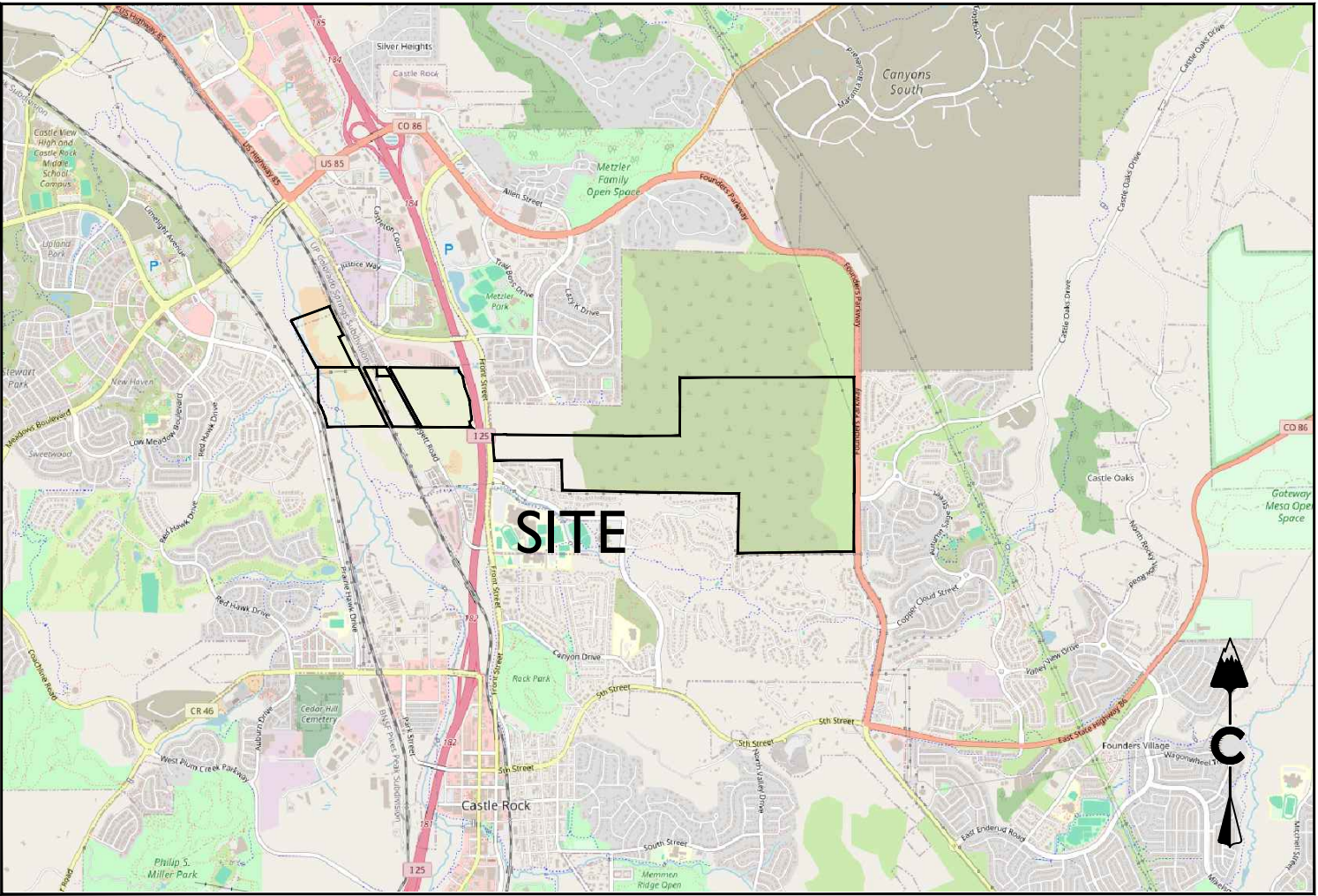
PARCEL B:

THE NORTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., LYING EAST OF INTERSTATE HIGHWAY 25, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL C:

THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

VICINITY MAP
NOT TO SCALE



LEGAL DESCRIPTION (CONTINUED):

PARCEL D:

THE SOUTHEAST ½ OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL E:

THE SOUTHEAST ¼, THE EAST ¼ OF THE SOUTHWEST ¼, AND THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M.;

EXCEPT THE EASTERLY 55 FEET THEREOF DEEDED TO THE TOWN OF CASTLE ROCK BY INSTRUMENT RECORDED MARCH 27, 1985 IN BOOK 567 AT PAGE 182.

AND

EXCEPT THAT FEE PARCEL ACQUIRED BY DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY RULE AND ORDER, ORDER FOR DISBURSEMENT OF FUNDS, AND ORDER FOR RELEASE OF LIS PENDENS IN CIVIL ACTION 2009CV83, DISTRICT COURT, DOUGLAS COUNTY, RECORDED NOVEMBER 4, 2010 AT RECEPTION NO. 2010076348, COUNTY OF DOUGLAS, STATE OF COLORADO.

ABOVE LEGAL DESCRIPTION ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN SECTION 1, TOWNSHIP 8 SOUTH, AND SECTIONS 35 AND 36, TOWNSHIP 7 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 36, BEING MONUMENTED BY A 2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "LS 6935", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 36, BEING MONUMENTED BY A 2 INCH DIAMETER ALUMINUM TUBE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "LS 6935", IS ASSUMED TO BEAR NORTH 0° 05' 27" EAST, A DISTANCE OF 2679.42 FEET. WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO.

THENCE NORTH 89° 51' 44" EAST, A DISTANCE OF 1318.81 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 36, AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING TWENTY-THREE (23) COURSES;

1. NORTH 89° 51' 44" EAST, A DISTANCE OF 3864.58 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FOUNDERS PARKWAY;

2. SOUTH 00° 13' 20" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2125.88 FEET TO THE NORTHEASTERN MOST CORNER OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 2010076348 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, AND ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING FOUR COURSES;

3. NORTH 73° 43' 24" WEST, A DISTANCE OF 67.75 FEET;

4. SOUTH 24° 44' 16" WEST, A DISTANCE OF 84.60 FEET

5. SOUTH 00° 00' 08" EAST, A DISTANCE OF 308.73 FEET;

6. NORTH 89° 59' 39" EAST, A DISTANCE OF 101.85 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID FOUNDERS PARKWAY, BEING THE SOUTHEASTERN MOST CORNER OF SAID PARCEL;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, THE FOLLOWING TWO (2) COURSES;

7. SOUTH 00° 13' 20" EAST, A DISTANCE OF 142.09 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36;

8. SOUTH 01° 11' 55" EAST, A DISTANCE OF 1340.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION ONE, BEING THE SOUTHEASTERN MOST CORNER OF THE PARCEL HEREIN DESCRIBED;

9. SOUTH 89° 17' 31" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2588.82 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 1;

10. NORTH 01° 04' 11" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION ONE, A DISTANCE OF 1361.34 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 36;

11. SOUTH 89° 27' 39" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 2585.72 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36;

12. NORTH 89° 09' 02" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1348.09 FEET TO THE EAST SIXTEENTH CORNER COMMON TO SECTIONS 35 AND 2;

13. NORTH 01° 03' 36" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 662.52 FEET TO THE CENTER SOUTH SOUTHEAST 1/64TH CORNER OF SAID SECTION 35;

14. NORTH 89° 15' 24" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, TO THE SOUTHWEST CORNER THEREOF, A DISTANCE OF 1342.46 FEET;

15. NORTH 89° 15' 24" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 161.76 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FRONT STREET;

THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES;

16. NORTH 04° 58' 38" WEST, A DISTANCE OF 316.76 FEET;

17. NORTH 05° 23' 34" WEST, A DISTANCE OF 272.88 FEET;

18. NORTH 06° 01' 18" WEST, A DISTANCE OF 74.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

19. SOUTH 89° 19' 42" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 216.50 FEET TO THE CENTER SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

20. SOUTH 89° 19' 15" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1336.37 FEET TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 35;

21. SOUTH 89° 19' 17" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1336.13 FEET TO THE SOUTH SIXTEENTH CORNER OF SECTIONS 35 AND 36;

22. NORTH 89° 39' 41" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1305.83 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 36;

23. NORTH 01° 00' 45" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 18,091,645 SQUARE FEET OR 415.327 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

| COMPREHENSIVE CONTIGUITY INFORMATION | |
|--------------------------------------|-------------|
| TOTAL PERIMETER | 35,889.74' |
| 1/6TH TOTAL PERIMETER | 5,981.62' |
| CONTIGUOUS PERIMETER | 22,004.89' |
| PERCENT CONTIGUITY | 61.31% |
| TOTAL AREA | 533.450 AC. |

TOWN COUNCIL APPROVAL:

THE PINE CANYON ANNEXATION PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, ON THE _____ DAY OF _____, 2025

MAYOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____

OWNERSHIP CERTIFICATION:

THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN.

JRW FAMILY LIMITED PARTNERSHIP LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

SIGNED THIS _____ DAY OF _____, 20____.

NOTARY BLOCK

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PLANNING COMMISSION RECOMMENDATION:

THE PINE CANYON ANNEXATION MAP WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION OF THE TOWN OF CASTLE ROCK, COLORADO ON THE _____ DAY OF _____, 20____.

CHAIR _____ DATE _____

ATTEST:

DIRECTOR OF DEVELOPMENT SERVICES _____ DATE _____

TOWN COUNCIL APPROVAL:

THE PINE CANYON ANNEXATION MAP WAS APPROVED BY THE TOWN OF CASTLE ROCK, COLORADO ON THE _____ DAY OF _____, 20____.

MAYOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____

OWNER

JRW FAMILY LIMITED PARTNERSHIP LLLP
5975 E. JAMESON PL.
CENTENNIAL, CO 80112

SURVEYOR'S CERTIFICATE

I, PATRICK M. STEENBURG, A DULY LICENSED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE THAT THIS ANNEXATION MAP IS AN ACCURATE REPRESENTATION OF THE LANDS AS SHOWN AND THAT AT LEAST ON SIXTH (6) OF THE PERIPHERAL BOUNDARY OF SAID PARCELS ARE CONTIGUOUS TO THE PRESENT TOWN OF CASTLE ROCK BOUNDARY, ALL THIS TO THE BEST OF MY KNOWLEDGE AND BELIEF

PATRICK M. STEENBURG, COLORADO PLS 38004
FOR AND ON BEHALF OF CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113

DATE: 3/17/2025

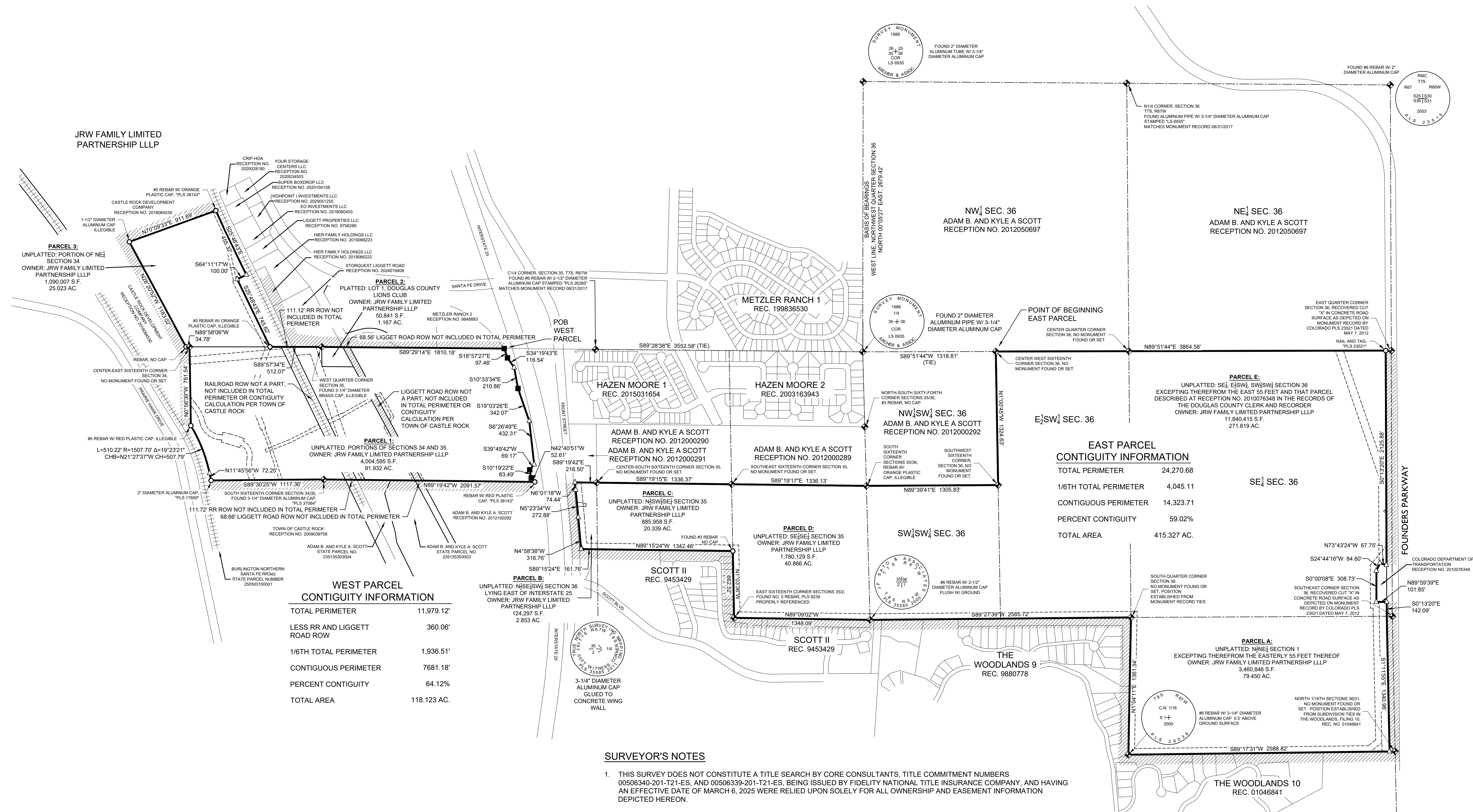
PROJECT NO. ANX25-0003

SHEET INDEX

1 - COVER SHEET
2 - ANNEXATION MAP

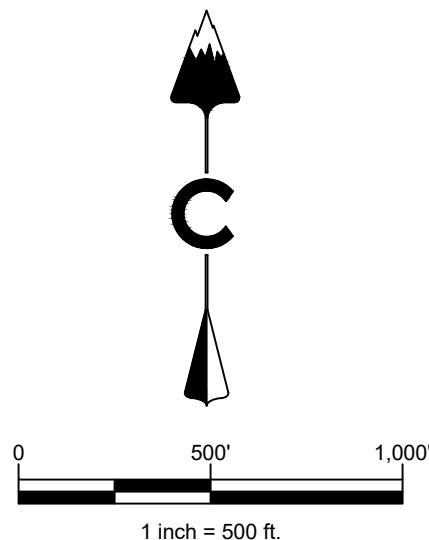
| | |
|--|---|
| | DATE: 04/04/25 CAD: K K QA/QC: JCA |
| | |
| CORE CONSULTANTS, INC. 3473 SOUTH BROADWAY ENGLEWOOD, CO 80113 303.703.4444 LIVEYOURCORE.COM | LAND DEVELOPMENT ENERGY PUBLIC INFRASTRUCTURE |
| JOB NO. 25-004 | |
| SHEET 1 OF 2 | |

PINE CANYON ANNEXATION MAP
PARTS OF SECTIONS 34, 35 & 36, TOWNSHIP 7 SOUTH, RANGE 67 WEST,
AND PART OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
DOUGLAS COUNTY, STATE OF COLORADO



LEGEND

- ALIQUOT CORNER, AS NOTED
- MONUMENT FOUND, AS NOTED
- MONUMENT FOUND, 3-1/4" ALUMINUM CAP, STAMPED "COLO DEPT OF TRANSPORTATION"
- NO MONUMENT FOUND OR SET
- EXISTING CITY LIMITS
- RAIL ROAD TRACK



| | | |
|---|-----------------------|----------------|
| CORE CORE CONSULTANTS, INC. 3473 SOUTH BROADWAY ENGLEWOOD, CO 80113 303.703.4444 LIVEYOURCORE.COM | LAND DEVELOPMENT | JOB NO. 25-004 |
| | ENERGY | |
| | PUBLIC INFRASTRUCTURE | SHEET 1 OF 1 |
| DATE: 04/04/25 CAD: K K QA/QC: JCA | | |

PRE-ANNEXATION AGREEMENT (PINE CANYON)

This Pre-Annexation Agreement (Pine Canyon) (this “**Agreement**”) is made and entered into as of December 17, 2024 (the “**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): JRW FAMILY LIMITED PARTNERSHIP LLLP, a Colorado limited liability limited partnership (“**JRW**”), and the Town of Castle Rock, a Colorado home rule municipality (“**Town**”).

RECITALS

This Agreement is made with respect to the following facts:

A. JRW is the fee simple owner of certain real property located in Douglas County, Colorado (“**County**”) and legally described in Exhibit A attached hereto (the “**Property**”).

B. As of the Effective Date, the Property is located entirely within the unincorporated County, and JRW is processing the following entitlements for the Property with the County (collectively, the “**County Applications**”):

1. Pine Canyon Planned Development (Case No. ZR2020-010), for the rezoning to the Planned Development zoning district and approval of a development plan pursuant to County Zoning Resolution (“**DCZR**”) Section 15 to allow up to 1,800 residential units and 600,000 square feet of non-residential development (the “**Pine Canyon PD**”);

2. Special District Service Plan (Case No. SV2020-001), for the approval of the service plans for Pine Canyon Metropolitan District Nos. 1-5 and Pine Canyon Water & Sanitation District as Title 32 special districts (the “**District Approval**”); and

3. Water Appeal for the Pine Canyon PD (Case No. MI2020-009), for the adjustment to the DCZR water demand standards for the Property pursuant to DCZR Section 1808A (the “**Water Appeal**”).

C. Town opposes County’s approval of the County Applications and desires for the Property to be annexed and developed within Town’s jurisdiction.

D. JRW is willing to annex the Property to Town, provided that it can obtain substantially the same zoning in Town as provided by the Pine Canyon PD.

E. As of the Effective Date, County tabled the public hearings on the final decision of the County Applications to allow time for JRW and Town to process, negotiate, and render a final decision on the annexation and entitlements of the Property in the Town in accordance with the terms of this Agreement.

F. Subject to, in accordance with, and in consideration of the terms and conditions of this Agreement, JRW will initiate the applicable procedures under the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended (the “**Act**”) and Town Municipal Code (“**Code**”) regarding: (a) annexation of the Property to Town (the

“**Annexation**”) and an annexation and development agreement setting forth: (i) the Parties’ rights and obligations regarding certain terms and conditions that will apply to the Property after the Annexation becomes legally effective; (ii) the general plan of development for the Property; and (iii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S. (the “**Development/Annexation Agreement**” and, together with the Annexation, the “**Annexation Process**”); and (b) concurrently with the Annexation Process, zoning the Property to the Planned Development zoning district and approval of a Planned Development Plan (the “**Zoning Process**”) on terms and conditions that enable development of the Property in substantially the same manner as the Pine Canyon PD (as more fully described in Paragraph 4 below, “**PD Zoning**”).

G. As of the Effective Date, Town’s 2030 Comprehensive Master Plan (“**Master Plan**”) and Code Chapter 17.48, “Skyline/Ridgeline Protection Regulations” and Town’s overlay zoning district map for the same (“**Skyline/Ridgeline Protection Regulations**”) depict a portion of the Property as subject to the Skyline/Ridgeline Protection Regulations. The Property will be exempt from the Skyline/Ridgeline Protection Regulations, as the PD Zoning will include alternative viewplane protections narrowly tailored to the Property. Upon receipt of the executed Petition initiating the Annexation Process, Town will take whatever measures are necessary, including without limitation an administrative or other amendment to the Master Plan and Skyline/Ridgeline Protection Regulations map, to remove the Property from any regulations or guidance purporting to include the Property within the Skyline/Ridgeline Protection Regulations (collectively, the “**Town-Initiated Amendment**”).

H. The Parties wish to cooperate regarding the Annexation Process and the Zoning Process and to facilitate Town Council of the Town’s (“**Town Council**”) final action on the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment.

I. The Parties have determined that this Agreement’s terms and conditions are reasonable in connection with their respective activities to facilitate the Annexation Process and Zoning Process and that such matters are intended to protect, promote and enhance the public health, safety and welfare of Town and to serve the interests of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose and Effect of this Agreement. This Agreement addresses the Parties’ respective rights and obligations with respect to the Annexation Process and the Zoning Process during the period prior to the Town Council taking final action regarding the Annexation, Development/Annexation Agreement, and PD Zoning and, if Town Council approves the Annexation, Development/Annexation Agreement, and PD Zoning, continuing through and including the date on which the Annexation becomes legally effective in accordance with Section 31-12-113(2)(b) of the Act.

2. Town Discretion to Approve. Pursuant to the Act, Town Council has legislative discretion to determine whether to approve the Annexation. Town has no legal obligation arising under this Agreement to approve the Annexation, Development/Annexation Agreement, or PD Zoning; provided, however, Town will adhere to the terms and conditions of this Agreement that pertain to the Annexation Process and the Zoning Process.

3. Annexation Process. Within 45 days after the Effective Date, JRW will submit a petition for annexation of the Property to Town in substantially the form attached hereto in Exhibit B (the “**Petition**”) and in accordance with the Act and applicable provisions of the Code; provided, however, no transfer of residential development rights or renewable water rights will be required for the Property pursuant to Code Section 20.02.015, as Town’s “Water Resource Strategic Master Plan” designates the Property as “infill.” The Parties will thereafter pursue the Annexation Process with reasonable diligence to completion, including but not limited to preparation of the requisite legal descriptions, maps, publications and related technical matters, at JRW’s expense, all in accordance with the Act; provided, however, Town will: (i) credit previously paid application fee(s), and waive any new application review fee(s) associated with the Annexation, Development/Annexation Agreement, and PD Zoning; (ii) host, notice, and present at the neighborhood meetings for the Annexation and PD Zoning Process on JRW’s behalf; and (iii) not require the submittal of a new traffic impact study with the PD Zoning. During the period preceding Town Council’s final action on the Annexation and in accordance with Paragraph 5 below, the Parties will cooperate to produce the final, mutually agreed upon form of the Development/Annexation Agreement. Town Council will take final action on the Development/Annexation Agreement at the same meeting at which Town Council takes final action on the Annexation and PD Zoning.

4. Zoning Process; PD Zoning. In accordance with applicable provisions of the Code and at the time permitted and otherwise in accordance with Section 31-12-115 of the Act, JRW will initiate the Zoning Process by submitting an application for the PD Zoning to Town. The Parties will thereafter pursue the Zoning Process with reasonable diligence to completion and concurrently with completion of the Annexation Process. Town will host, notice, and present at the neighborhood meetings for the Zoning Process. Nothing in this Agreement will require Town to approve the PD Zoning or otherwise to affect Town Council’s quasi-judicial decision-making authority. Town Council will take final action on the PD Zoning at the same meeting at which Town Council takes final action on the Annexation and Development/Annexation Agreement.

(a) PD Zoning. Town will not require a new traffic impact study in connection with submittal and approval of the PD Zoning; notwithstanding the foregoing, new or updated traffic studies may be necessary in connection with future site development plans in accordance with Code requirements. As may be further addressed in the Development/Annexation Agreement and Petition, JRW’s consent to the Annexation is conditioned on, and the Parties anticipate, the zoning of the Property will be to PD Zoning with terms that enable development of the Property in substantially the same manner as the Pine Canyon PD (as such application exists as of the Effective Date, which includes up to 1,800 residential units and 600,000 square feet of non-residential development), except as modified to address the following:

(i) Skyline/Ridgeline Protection Regulations. The terms and conditions of the Skyline/Ridgeline Protection Regulations, or an applicable successor land use ordinance, will not apply to the Property, and the PD Zoning will expressly exempt the Property from such regulations. The PD Zoning will include a viewplane protection overlay for the Property that protects natural resources and views on the Property by providing buffering and screening of structures in the eastern areas of the Property. The viewplane protection overlay will include requirements substantially similar to those set forth in Pine Canyon PD Statement of Commitments Section 4.3. Specifically, while the viewplane protection overlay will allow limited overlot grading activities for roadways and utilities, it will not allow clear cutting or overlot grading of specific planning areas that might otherwise have partially or wholly been included within the Skyline/Ridgeline Protection Regulations' boundaries (i.e., portions of the Pine Canyon PD Planning Areas 1, 4, 5, 7, 9, 10 and 11). The PD Zoning ordinance and related zoning regulations will set out in detail how tree preservation selection will occur in conjunction with any required wildfire mitigation/forest management and will require the developer to demonstrate with the approval of each Site Development Plan that the visibility of any proposed structures will be reduced and screened through the viewplain protection overlay requirements.

(ii) Landscaping: Town's applicable landscaping requirements set forth in the Code and Town's Landscape and Irrigation Criteria Manual will apply to the Property and be incorporated into the PD Zoning's standards and requirements.

(iii) Open Space. Town's minimum 20% open space requirement will apply to the Property.

(iv) Water Treatment/Major Facility. The PD Zoning will prohibit water treatment and wastewater treatment facilities unless such facilities are owned and operated by Town.

5. Development/Annexation Agreement. The Parties anticipate entering into a Development/Annexation Agreement as part of the Annexation Process and that the Development/Annexation Agreement will address matters which will govern and control as to the Property from and after the date on which the Annexation becomes legally effective, including but not limited to such matters as are contemplated by Paragraphs 3 through 4 above to be effective after the Annexation becomes legally effective. As part of the Annexation Process and during the period prior to Town Council taking final action on the Annexation, the Parties will negotiate the specific terms of the Development/Annexation Agreement. Without limitation of the foregoing, the Parties anticipate the Development/Annexation Agreement will address, and JRW's consent to the Annexation is conditioned on JRW's satisfaction regarding, the following matters pertaining to the Property after the Annexation becomes legally effective:

(a) Limited Groundwater Dedication; Retained Groundwater. The Town, in accordance with Code Section 4.04.045.B, has exempted the Property from any renewable water resource dedication requirements as part of the Annexation Process. As a precondition to Town Council approval of any annexation, rezoning, or subdivision, Code

Sections 4.04.050.A, B., and C. require dedication of all water rights appurtenant to and associated with the subject property to Town. Notwithstanding these provisions, upon the legal effectiveness of the Annexation, JRW will convey to Town by special warranty deed approximately 757 average annual acre-feet of groundwater appurtenant to the Property (“**Dedicated Groundwater**”) and JRW will retain approximately 106 average annual acre-feet of groundwater appurtenant to the Property (“**Retained Groundwater**”) solely for irrigation, stock watering, domestic, and other agricultural purposes for the existing homestead that comprises the eastern-most approximately 61.3 acres of the Property. Upon the legal effectiveness of the Annexation, JRW and Town will execute and record a restrictive covenant substantially in the form attached as Exhibit C that: (i) restricts JRW’s use of the Retained Groundwater for agriculture and irrigation purposes associated with the 61.3-acre homestead on the Property and adjacent Town property; and (ii) grants Town a right of first refusal to purchase the Retained Groundwater.

(b) Water and Wastewater Services. Town will provide water and wastewater services to the Property in the same manner as is provided to all properties within Town’s jurisdictional boundaries. Town will not require any dedication or fee-in-lieu requirements in excess of the Dedicated Groundwater contemplated by Paragraph 5(a).

(c) Police and Fire Services. Town will provide police and fire services to the Property in the same manner as is provided to all properties within Town’s jurisdictional boundaries. Except for generally applicable property taxes and fees that apply to all properties within the Town, the Property will not be subject to any fees or payments for police and fire services.

(d) Exclusion from Fire Protection District. Per Article VI of the Town of Castle Rock/Castle Rock Fire Protection District Amended and Restated Intergovernmental Agreement by and between Town and the Castle Rock Fire Protection District (“**Fire Protection District**”) dated September 15, 2009, Town will take such steps necessary to exclude the Property from the territory of the Fire Protection District upon the effective date of the annexation of the Property to Town.

(e) Mobility Hub. The PD Zoning will permit a multi-modal transportation hub location to serve pedestrian, bicycle, vehicle, and mass transit transportation (“**Mobility Hub**”) for the future construction and operation by the Colorado Department of Transportation (“**CDOT**”).

(f) Liggett Road Bridge Replacement. The Parties will cooperate with CDOT regarding the possible reconstruction and/or replacement of the existing Liggett Road Bridge over Interstate-25; provided, however, that nothing in this Agreement obligates Town or JRW to commit any funds to such reconstruction and/or replacement.

(g) Parks and Open Space. The PD zoning and future site development plans for the Property shall require the completion of parks, trails, and open space improvements. JRW, the future developer of the Property, or a metropolitan district shall be responsible for the construction of such parks, trails, and open space improvements. As determined in each approved site development plan and upon completion and Town acceptance of these

facilities, JRW, the future developer, or metropolitan district, as applicable, shall, if required by the approved site development plan, dedicate and transfer such property and/or improvements to Town for Town ownership and maintenance.

(h) Vested Property Right. The Parties will negotiate in good faith regarding the designation of the Development/Annexation Agreement as a Site Specific Development Plan and a development agreement that establishes a Vested Property Right for a period of 25 years pursuant to Chapter 17.08 of the Code and C.R.S., Title 24, Article 68, which Vested Property Right will specifically include the Parties' agreements regarding the matters addressed in this Paragraph 5.

(i) Service Plan. The Parties will negotiate in good faith regarding the form of service plans (the "**Service Plan**") for the formation of up to five metropolitan districts on terms and conditions generally consistent with the District Approval in accordance with the statutory process pursuant to C.R.S. §§ 32-1-101, *et seq.* and Code Chapter 11.02. The Service Plan will be consistent with Town's model service plan and will be included as an exhibit to the Development/Annexation Agreement. Following the date on which the Annexation becomes legally effective in accordance with Section 31-12-113(2)(b) of the Act, JRW will submit the Service Plan for Town review and approval and the Parties will, in good faith, use reasonable diligence to process the Service Plan for Town Council's final action. Upon completion of the metropolitan district formation process, the metropolitan districts are anticipated to have authority to: (a) finance the construction, operation and maintenance of any and all roadway, access, intersection (on-site or off-site), park, trail, open space, water, sanitary sewer, stormwater, or drainage improvements; (b) commission any and all studies, reports, or plans, including but not limited to, any studies, reports or plans regarding weed mitigation, forest management, fire mitigation, tree preservation, wildlife preservation, biological resources, cultural resource, noise; and (c) create and enforce any design or architectural guidelines for specific areas within the Property.

6. Town-Initiated Amendment. Upon receipt of the executed Petition, Town will initiate and process the Town-Initiated Amendment in accordance with the applicable provisions of the Code. Nothing in this Agreement will require Town to approve the Town-Initiated Amendment, or otherwise to affect Town Council's legislative authority. Town or Town Council, as applicable, will take final action on the Town-Initiated Amendment prior to or at the same meeting at which Town Council takes final action on the Annexation, Development/Annexation Agreement, and PD Zoning.

7. Target Dates. The Parties will, in good faith, use reasonable diligence to submit, negotiate, and process for Town's final decision the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment in accordance with the target dates and schedule set forth in Exhibit D attached hereto.

8. Termination Right; Town Waiver. If Town, acting in bad faith or in default of this Agreement, denies or otherwise fails to act upon final approval of the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment on or before July 31, 2025, and provided such action or failure to act is not due to bad faith or a default of this Agreement on the part of JRW, or a third party Legal Challenge (defined in Paragraph 10), JRW

may terminate this Agreement and the Annexation Process by withdrawing its Petition in the manner prescribed in the Petition. JRW may then proceed with obtaining final County approval of the County Applications in 2025. Town will not interfere with or obstruct in any manner whatsoever County approval of the County Applications in the forms existing as of the Effective Date. The provisions of this Paragraph 8 will survive any termination of this Agreement.

9. Conditions to JRW's Consent. JRW's consent to the Annexation becoming legally effective is conditioned upon the following conditions precedent ("**Annexation Conditions**"):

(a) Town and Town Council processing and taking final action on the Development/Annexation Agreement, and PD Zoning concurrently with processing and taking final action on the Annexation such that the Annexation, if approved by Town Council, will not become legally effective unless Town Council also has approved the Development/Annexation Agreement and PD Zoning, and such approvals have become legally effective concurrently with the Annexation becoming legally effective;

(b) Town and Town Council, as applicable, processing and taking final action on the Town-Initiated Amendment prior to or concurrently with taking final action on the Annexation, Development/Annexation Agreement, and PD Zoning;

(c) Town and Town Council approving the Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment in forms materially consistent with the terms and conditions contemplated in this Agreement; and

(d) Town not otherwise defaulting in its obligations set forth in this Agreement and the Petition.

The Petition will reserve JRW's right to withdraw the Petition for failure of the Annexation Conditions in accordance with Section 31-12-107(1)(e) of the Act. Except for the terms and conditions of this Agreement and those to be set forth in the form of the Petition and Development/Annexation Agreement anticipated to be agreed upon and executed by the Parties, which terms and conditions JRW expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), -110(2), -111 and -112(1) of the Act, Town will not impose additional terms and conditions upon the Property.

10. Cooperation in Defending Legal Challenges. If either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges (a) the Annexation of the Property, (b) Development/Annexation Agreement, (c) PD Zoning, (d) the Town-Initiated Amendment, or (e) any of Town's ordinances, resolutions or other approvals approving any of the foregoing; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of such ordinances (collectively, a "**Legal Challenge**"), JRW and Town will cooperate in good faith to defend such Legal Challenge. If a Legal Challenge is commenced, JRW and Town will negotiate in good faith and enter into a cost-sharing agreement with respect to the Parties' responsibility to pay or reimburse the costs of the defense of such Legal Challenge; provided however, each Party will pay its own attorney fees.

11. Annexation Effectiveness. Neither JRW nor Town will cause or permit the occurrence of the conditions to effectiveness of the Annexation as set forth in Section 31-12-113(2)(b) of the Act prior to the latest to occur of: (a) final, non-appealable approval of the ordinances approving, as contemplated in this Agreement, (i) the Annexation, (ii) the Development/Annexation Agreement, (iii) the PD Zoning, (iv) Town-Initiated Amendment; (b) final, non-appealable resolution of any Legal Challenge; or (c) any later date contemplated in the Development/Annexation Agreement.

12. Default and Remedies.

(a) Notice. If a Party defaults in the performance of its obligations under this Agreement, the Party asserting breach by another Party will provide such Party with 15 days' written notice of the asserted breach and the non-breaching Party's intent to take remedial action as provided in this Paragraph 12, and the Party asserted to be in breach will have 15 days after receipt of such notice within which to cure the breach.

(b) Remedies. If any default under this Agreement is not cured pursuant to Paragraph 12(a), then the other Party will be entitled to such remedies as may be available at law or in equity, including taking such action as may be permitted by this Agreement, the Petition, or authorized by law. Additionally, if there is a failure of any of the Annexation Conditions or Town otherwise breaches this Agreement or the provisions of the Petition, JRW may terminate the Annexation Process by withdrawing its Petition in the manner prescribed in the Petition.

13. Term. This Agreement will be in effect for the period commencing on the Effective Date and continuing through and including the earlier to occur of the date on which: (a) a Party delivers written notice of termination to the other Parties; (b) JRW withdraws the Petition; or (c) Town Council takes final action either to (i) terminate the Annexation Process, or (ii) disapprove the Annexation; or (d) the Annexation becomes legally effective.

14. Authorization. The Parties affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, resolutions and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

15. Governing Law; Venue; Waiver of Right to Jury Trial; Construction. The Act and other applicable laws of the State of Colorado will govern this Agreement. Exclusive venue for any legal proceeding arising out of this Agreement will be in the district court for the County. To reduce the cost of and to expedite the resolution of disputes under this Agreement, **each Party hereby waives any and all right to request a jury trial in any action relating to the interpretation or enforcement of this Agreement.** In the event of ambiguity in this Agreement, any rule of construction which favors one Parties' interpretation as a non-drafting Party will not apply, and the ambiguous provision will be interpreted as though no specific Party was the drafter.

16. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, will be strictly reserved to the Parties. Nothing contained in this Agreement will be construed to give or to allow any claim or

right of action by any third party. Any party other than the Parties will be deemed to be an incidental beneficiary only. There are no intended third-party beneficiaries to this Agreement.

17. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unlawful or unenforceable for any reason, the remaining provisions of this Agreement will remain in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party(ies) against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such Party of the benefit of its bargain. The Parties will cooperate in good faith to reform any such invalidated provision(s) in a manner that most fully implements the Parties' original intent and objectives.

18. Governmental Immunity. Nothing in this Agreement will be construed as a waiver of any protections or immunities Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

19. No Joint Venture. No form of joint venture or partnership exists between or among the Parties, and nothing contained in this Agreement will be construed as making the Parties joint venturers or partners.

20. Further Assurances. Each Party will execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party(ies) the full and complete enjoyment of its or their rights and privileges under this Agreement.

21. Integration. This Agreement, together with all Exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations or arrangements between the Parties with respect to any and all of the subject matter hereof.

22. Costs. Each of the Parties will be responsible for its respective legal and consulting fees and costs incurred in connection with the negotiation and execution of this Agreement and the performance of its obligations under this Agreement. Town will pay the costs and expenses related to publications and other notices required for the Annexation Process and the Zoning Process.

23. Force Majeure. No Party will be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which will be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemic.

24. No Recording. This Agreement will not be recorded in the County real property records, but the Parties acknowledge this Agreement is a public record, considered and approved at a public meeting, and subject to disclosure upon request under the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*

25. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been

properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third business day after it is mailed. All such notices or other communications will be addressed as follows:

If to Town:

Town Manager
Town of Castle Rock
100 N. Wilcox St.
Castle Rock, Colorado 80104
Phone: 303-660-1374
Email: TownManager@CRgov.com

With a required copy to:

Town Attorney
Town of Castle Rock
100 N. Wilcox St.
Castle Rock, Colorado 80104
Phone: 303-660-1370
Email: legal@crgov.com

If to JRW:

JRW Family Limited Partnership LLLP
5975 East Jamison Place
Centennial, Colorado 80112
Attn: James R. Walker
Phone: 303-623-1900
Email: jrwalker@att.net

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Tom Ragonetti [270462.0001]
Phone: 303.575.7509
Email: tjr@ottenjohnson.com

26. Counterparts; Electronic Delivery. The facsimile, pdf or DocuSign signature of the Parties on this Agreement or any amendments to this Agreement will be deemed an original for all purposes. Amendments to this Agreement may be signed in one or more counterparts (or with

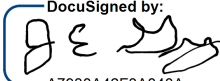
counterpart signature pages) which, taken together, will constitute a fully executed amendment to this Agreement and will be considered a single document.

[Signature Pages and Exhibits Follow This Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Town

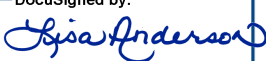
Town of Castle Rock, Colorado,
a Colorado home rule municipality

DocuSigned by:


Name: Jason Gray

Title: Mayor

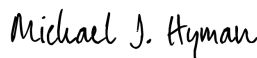
Attest:

DocuSigned by:

296A8A4EDEC34AF...
Lisa Anderson, Town Clerk

DS



Approved as to form:

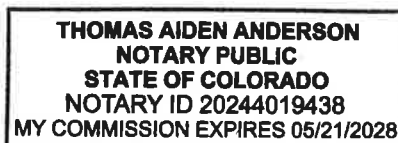
DocuSigned by:

F7347F32A0794D1...
Michael J. Hyman, Town Attorney

JRW

JRW FAMILY LIMITED PARTNERSHIP LLLP,
a Colorado limited liability limited partnership

By: [Signature]
Name: James R. Walker
Title: General Partner

STATE OF Colorado)
COUNTY OF Denver) ss.



The foregoing instrument was acknowledged before me this 18 day of December 2024, by _____, as _____ of JRW FAMILY LIMITED PARTNERSHIP LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires: 05/21/2028

[Signature]
Notary Public

EXHIBIT A

Legal Description of Property

East Side of I-25, Castle Rock, CO

Parcel A

The North 1/2 of the Northeast 1/4 of Section 1, Township 8 South, Range 67 West of the 6th P.M.,

EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, County of Douglas, State of Colorado.

Parcel B

The North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., lying East of Interstate Highway 25, County of Douglas, State of Colorado.

Parcel C

The North 1/2 of the Southwest of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel D

The Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel E

The Southeast 1/4, the East 1/2 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 7 South, Range 67 West of the 6th P.M., EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, AND EXCEPT that fee parcel acquired by Department of Transportation, State of Colorado by Rule and Order, Order for Disbursement of Funds, and Order for Release of Lis Pendens in Civil Action 2009CV883, District Court, Douglas

West Side of I-25, Castle Rock, CO

Parcel A

All that part of the North 1/2 of the Southwest 1/4 of Section 35 and all that part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of Interstate 25 and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad,

EXCEPT Denver and Rio Grande right of way,

AND EXCEPT right of way for Liggett Road,

AND EXCEPT Lot 1, Douglas County Lions Club,

AND EXCEPT property described in Exhibit A to Rule and Order in Civil Action 2005CV1763, District Court, Douglas County, State of Colorado, recorded June 20, 2008 at Reception No. 2008043978, County of Douglas, State of Colorado.

Parcel B

Lot 1, DOUGLAS COUNTY LIONS CLUB, County of Douglas, State of Colorado.

Parcel C

That portion of the Northeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:

BEGINNING at a point on the South line of the Northeast 1/4 of Section 34 from whence the East 1/4 corner bears South 89° 32' 53' East, a distance of 512.11 feet and considering said South line to bear South 89° 32' 53' East, as determined by solar observation, with all bearings contained herein relative thereto;

thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:

North 25° 25' 05' West, a distance of 744.26 feet;

North 64° 34' 55' East, a distance of 100.00 feet;

North 25° 25' 05' West, a distance of 455.31 feet to a point of curvature;

along a curve to the right, having a central angle of 02° 32' 56," a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North 24° 08' 34' West, a distance of 250.00 feet;

thence, departing said Westerly right of way, South 70° 36' 31' West, a distance of 911.40 feet;

thence, South 27° 58' 52' East, a distance of 1183.73 feet to a point on the South line of the Northeast 1/4 of Section 34;

thence, along said South line, South 89° 32' 53' East, a distance of 831.16 feet to the POINT OF BEGINNING, County of Douglas, State of Colorado.

EXHIBIT B

Form of Petition for Annexation

[Remainder of page intentionally left blank]

PETITION FOR ANNEXATION

TO THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

The undersigned (“**Petitioner**”), in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended (the “**Act**”), hereby petitions (this “**Petition**”) the Town Council (the “**Council**”) of the Town of Castle Rock, Colorado (the “**Town**”) to annex to the Town the unincorporated territory located in the County of Douglas, State of Colorado, as more particularly described by its legal description in Exhibit A, which is attached hereto and incorporated herein by this reference (the “**Property**”).

In support of this Petition, Petitioner further states as follows:

1. It is desirable and necessary that the Property be annexed to the Town.

2. The condition set forth in Section 30(1)(b) of Article II of the Colorado Constitution has been met, the provisions of Section 30 of Article II of the Colorado Constitution have been complied with, and the requirements of Sections 31-12-104 and 31-12-105 of the Act exist or have been met in that:

(a) Not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town.

(b) Contiguity with the Town is not established by use of any boundary:

(i) of an area previously annexed to the Town that, at the time of its annexation, was not contiguous at any point with the boundary of the Town, was not otherwise in compliance with Section 31-12-104(1)(a) of the Act, and was located more than three miles from the nearest boundary of the Town (“**Non-Contiguous Area**”); or

(ii) of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.

(c) A community of interest exists between the Property and the Town.

(d) The Property is urban or will be urbanized in the near future.

(e) The Property is integrated with or is capable of being integrated with the Town.

(f) In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(i) has been divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

Exhibit B

Page 2

(ii) comprising twenty acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars for ad valorem tax purposes for the year next preceding the annexation) is included without the written consent of the landowners.

(g) The Property is not presently a part of any incorporated city, city and county, or town; no proceedings have been commenced for incorporation or annexation of part or all of the Property to another municipality; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve months immediately preceding the filing of this Petition.

(h) Annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.

(i) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent of which are within the three mile limit, annexation of the Property will not have the effect of extending a municipal boundary more than three miles in any direction from any point of the Town boundary in any one year.

(j) In establishing the boundaries of the Property, if a portion of a platted street or alley is annexed, the entire width of said street or alley is included, and annexation of the Property will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

3. Petitioner comprises more than fifty percent of the landowners of the Property and owns more than fifty percent of the Property, excluding public streets and alleys and any land owned by the Town. No person has signed this Petition more than one hundred eighty days prior to the date of filing this Petition with the Clerk of the Town.

4. The mailing address of Petitioner, the legal description of the land owned by Petitioner, and the date of signing of Petitioner's signature are all shown on this Petition.

5. Accompanying this Petition are four copies of the annexation boundary map in the form required by Section 31-12-107(1)(d) of the Act containing the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land, and if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

6. Petitioner and the Town previously entered into that Pre-Annexation Agreement (Pine Canyon) dated *[insert date]* (the “**Pre-Annexation Agreement**”), which, among other things, sets forth the respective rights and responsibilities of Petitioner and the Town in connection with the processing of the annexation and initial entitlements of the Property.

7. In connection with the processing of this Petition and as contemplated by the Pre-Annexation Agreement, Petitioner requests that the Town institute the procedure to, concurrently with processing annexation of the Property, as applicable:

(a) In accordance with Section 31-12-115 of the Act and applicable provisions of the Town’s Municipal Code, zone the Property to the Planned Development zoning district;

(b) In accordance with applicable provisions of the Town’s Municipal Code, a Planned Development plan for the Property; and

(c) Approve and execute an annexation and development agreement (“**Annexation Agreement**”) which addresses, among other matters: (i) the general plan of development for the Property; and (ii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S.

8. Petitioner has filed this Petition subject to, and Petitioner’s consent to annexation of the Property to the Town is conditioned upon satisfaction of, the following conditions (collectively, the “**Annexation Conditions**”), any one or more of which may be waived by Petitioner in Petitioner’s sole discretion:

(a) Concurrently with approving annexation of the Property, Council approves, in form and substance satisfactory to Petitioner, the following:

(i) zoning for the Property to the Planned Development zoning district, which is substantially consistent with the application for zoning which Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(ii) a Planned Development plan for the Property, which is substantially consistent with the application Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(iii) a Town-initiated amendment to Town’s Municipal Code Chapter 17.48 “Skyline/Ridgeline Protection Regulations” overlay map and/or 2030 Comprehensive Master Plan to remove the Property from any regulations or guidance purporting to include the Property within the Town’s Skyline/Ridgeline Protection Regulations; and

(iv) such ordinances and/or resolutions, if any, as may be required to implement provisions of the Annexation Agreement.

(b) Town not otherwise defaulting in its obligations set forth in the Pre-Annexation Agreement and the Petition.

9. Petitioner reserves the sole, exclusive and unilateral right to withdraw this Petition for failure of the Annexation Conditions by so notifying the Clerk of the Town in writing at any point prior to the later to occur of: (i) the latest final, non-appealable approval of the final ordinances, resolutions and/or other final actions approving, as requested pursuant to this Petition, (A) annexation of the Property (B) the matters described in Paragraphs 26(j)(i) to 26(j)(iv) (clauses (A) and (B), are collectively referred to herein as the “**Approvals**”); (ii) final, non-appealable resolution of any “Legal Challenge” (defined in Paragraph 0 below); or (iii) any later date contemplated in the Annexation Agreement.

10. Prior to expiration of the period described in the foregoing Paragraph 0 without Petitioner having withdrawn the Petition, neither Petitioner nor the Town shall cause or permit the occurrence of the conditions to effectiveness of the annexation as set forth in Section 31-12-113(2)(b) of the Act, unless otherwise agreed to in writing by Petitioner and the Town.

11. For purposes of this Petition, “Legal Challenge” means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the Approvals or any of the Town’s resolutions or ordinances approving any of the Approvals; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

12. Upon annexation of the Property becoming effective, and subject to the conditions set forth in this Petition and Pre-Annexation Agreement and to be set forth in the Annexation Agreement, the Property shall become subject to the Town’s Home Rule Charter and all ordinances, resolutions, rules and regulations of the Town, except as otherwise may be set forth in the Annexation Agreement, and except for general property taxes of the Town, which shall become effective on January 1 of the next succeeding year following the date on which annexation of the Property becomes legally effective.

13. Except for the terms and conditions of this Petition, Pre-Annexation Agreement, and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), 110(2), 111 or 112(1) of the Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

[Signature Pages and Exhibits Follow This Page]

THEREFORE, Petitioner requests that the Council approve the annexation of the Property.

PROPERTY OWNER/PETITIONER

JRW FAMILY LIMITED PARTNERSHIP LLLP,
a Colorado limited liability limited partnership

By: _____

Name: _____

Title: _____

Date: _____

Petitioner's mailing address: 5975 East Jamison Place, Centennial, Colorado 80112

Is Petitioner a resident of the Property?: No.

Legal description of land owned by Petitioner: *See Exhibit B, Legal Description of Land Owned by Petitioner*

EXHIBIT A

Legal Description of Property Proposed for Annexation

[Insert legal description of Property.]

EXHIBIT B

Legal Description of Land Owned by Petitioner

[Insert legal description of Property.]

EXHIBIT C

Affidavit of Circulator

This petition has been circulated by the undersigned (the circulator) who attest that each signature thereon is that of the person whose name it purports to be. (Each circulator shall sign below in front of the same notary, or attach a separate Affidavit for each circulator).

Signature _____ Initials _____

Print Name _____ Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2024, by _____.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

EXHIBIT C

Form of Restrictive Covenant on Groundwater

[Remainder of page intentionally left blank]

RESTRICTIVE COVENANT ON GROUNDWATER

THIS RESTRICTIVE COVENANT ON GROUNDWATER (“Covenant”) is granted on this ____ day of _____, 2024, by **JRW FAMILY LIMITED PARTNERSHIP LLLP**, a Colorado Limited Liability Limited Partnership (“**Grantor**”), whose address is 5975 E. Jamison Place, Englewood, CO 80112, to **TOWN OF CASTLE ROCK**, a Colorado home rule municipality (“**Grantee**”), whose address is 179 Kellogg Court, Castle Rock, Colorado 80104. Grantor and Grantee are each referred to herein as a “**Party**” and are collectively referred to herein as the “**Parties.**”

RECITALS

- A. Grantor is the sole owner in fee simple of two parcels totaling approximately sixty and eight-tenths (60.8) acres, located in Douglas County, State of Colorado, more particularly described in **Exhibit A** (collectively “Property”).
- B. Grantor is the sole owner of forty-two and three-tenths (42.3) average annual acre-feet of groundwater in the Lower Dawson aquifer, sixty-three and eight-tenths (63.8) average annual acre-feet in the Denver aquifer, and one hundred and six and four-tenths (106.4) average annual acre-feet in the Laramie-Fox Hills aquifer, all located in Douglas County, State of Colorado, more particularly described in **Exhibit B-1 and B-2** (collectively “Groundwater”).
- C. Grantor desires to annex land, including the Property, into the Town of Castle Rock.
- D. The Town of Castle Rock’s Municipal Code requires the dedication to Grantee of all Denver Basin groundwater underlying all annexed land as a condition of annexation.
- E. Grantor desires to retain the Groundwater for irrigation, stock watering and domestic purposes for the existing homestead, and commercial use in connection with agricultural commercial buildings and a museum (collectively “Permitted Uses”) on the Property.
- F. Grantee is willing to allow Grantor to retain the Groundwater, subject to the terms and conditions outlined in this Covenant.

NOW, THEREFORE, in consideration of the recitals set forth above, incorporated herein by this reference, and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor and Grantee agree as follows.

- 1. **Groundwater Attached to Property.** Grantor covenants and agrees that the Groundwater shall be used only on the Property described in **Exhibit A** for the Permitted Uses, subject to ¶¶ 2 and 4. Grantor shall not transfer, encumber, sell, lease, export, sever or otherwise separate the Groundwater from the Property, subject to ¶¶ 2 and 4.
- 2. **Use on Grantee’s Property.** Notwithstanding ¶ 1, Grantor may utilize the Groundwater for irrigation and stock watering purposes on adjacent property legally described in **Exhibit C** owned by Grantee (“Grantee’s Property”), with written permission of Grantee.

3. Contiguity. The Groundwater in the Laramie-Fox Hills Aquifer underlies both the Property and the property described in Case No. 97CW97 (“97CW97 Property”). If contiguity of the Property and 97CW97 Property is challenged, Grantee and Grantor shall negotiate in good faith to arrive at a solution to satisfy the Grantor’s augmentation obligations.

4. First Right of Refusal. In consideration for the mutual promises contained in this Covenant, Grantor hereby grants Grantee a right of first refusal to purchase the Groundwater described in **Exhibit B** at the then-current fair market value (“FMV”). If Grantor elects to sell or otherwise dispose of the Groundwater with the Property, Grantor and Grantee shall comply with the following procedure.

4.1. Grantor shall give written notice to Grantee of Grantor’s election to sell the Groundwater with the Property or election to sell only the Groundwater to Grantee (“Notice”). The Notice shall outline the terms of the sale of the Groundwater only, including the then-current FMV per acre-foot for water. Under no circumstances shall Grantor condition Grantee’s purchase of the Groundwater on: Grantee’s purchase of the Property; and/or Grantee’s use of the Groundwater on the Property for any term or in perpetuity.

4.2. Grantee shall have twenty-eight (28) days after receipt of Notice to deliver a written offer to purchase the Groundwater on certain terms and conditions (“Grantee Offer”).

4.3. If Grantee submits the Grantee Offer within the 28-day period, Grantor shall have seven (7) days to either accept the Grantee Offer or submit a counteroffer for the sale of the Groundwater for Grantee’s consideration (“Grantor Counteroffer”) in writing. Grantee shall have seven (7) days to accept in writing the Grantor Counteroffer.

4.4. If Grantor accepts the Grantee Offer or Grantee accepts the Grantor Counteroffer within the established timeframes, and Grantor and Grantee close the transaction on the Groundwater, then the limitations in ¶¶ 1 and 2 shall automatically terminate upon the recordation of the deed conveying the Groundwater to Grantee.

4.5. If Grantee fails to submit the Grantee Offer within the 28-day period, fails to accept the Grantor Counteroffer within the 7-day period or rejects the Grantor Counteroffer, this Right of First Refusal and the Covenant shall terminate, and Grantor shall be free to sell the Groundwater with the Property to a *bona fide* purchaser at the terms of the Notice or Grantor Counteroffer. However, the limitations on the uses and sales of the Groundwater in ¶¶ 1 and 2 shall continue in full force and effect in perpetuity, unless and until Grantee purchases the Groundwater from Grantor or Grantor’s successors-in-interest.

4.6. If Grantor does not consummate the sale to a *bona fide* purchaser on the terms communicated to Grantee in the Notice or the Grantor Counteroffer with the sale of the Property, this Right of First Refusal and the Covenant shall remain in full force and effect with regard to Grantor’s and Grantor’s successors-in-interest’s subsequent sales of the Groundwater with the Property.

5. Enforcement. If Grantee finds what it believes is a violation of the terms of this Covenant, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation ("Notice of Violation"). Upon receipt of the Notice of Violation, Grantor shall immediately discontinue the activity or use that has caused the alleged violation, but may contest the alleged violation in writing within fourteen (14) days of receipt of the Notice of Violation by providing an explanation demonstrating why no violation has occurred ("Contest of Notice of Violation"). Upon receipt of a Contest of Notice of Violation, Grantor and Grantee shall meet within fourteen (14) days to attempt to address the alleged violation. If no Contest of Notice of Violation is timely received or if, after the meeting Grantor continues the activity or use that Grantee believes caused the alleged violation, or if a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may seek an injunction to stop it, temporarily or permanently.

5.1 Remedies Cumulative. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Enforcement of the terms of this Covenant shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

5.2 Costs and Fee Recovery. If any action or proceeding is commenced by either party to enforce its rights under this Covenant, 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.

6. Notices. Any notice that either Party is required to give to the other in writing shall be transmitted via U.S. mail, overnight delivery service, email or served personally to the following addresses which addresses may change from time to time by a Party giving written notice in the manner set forth above:

If to the Grantor, addressed to:

JRW Family Limited Partnership, LLLP
c/o James Walker
5975 E. Jamison Place
Englewood, CO 80112
Email: jwalker@pinecanyonranch.com

If to the Grantee, addressed to:

Castle Rock Water
c/o Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Email: mmarlowe@crgov.com

With a copy to:

Town of Castle Rock
c/o Mike Hyman
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Email: mhyman@crgov.com

7. Grantor's Representations and Warranties. Grantor warrants that Grantor has good and sufficient title to the Property and Groundwater, free from all liens and encumbrances.

8. General Provisions:

- 8.1 Severability.** If any provision of the Covenant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 8.2 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 8.3 Applicable Law.** This Covenant shall be subject to and governed by the laws of the State of Colorado. Any legal suit, action, or proceeding arising out of or related to this Covenant shall be instituted in the District Court, Douglas County. 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 Covenant or the transactions contemplated by this Covenant.
- 8.4 Counterparts.** The Parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it; all counterparts, when taken together, shall constitute this instrument.
- 8.5 Amendment.** Any and all changes to this Covenant, 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.
- 8.6 Entire Agreement.** This Covenant sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Covenant.
- 8.7 Recording.** Grantee shall record this Covenant in timely fashion in the official real property records of Douglas County, Colorado. This Covenant shall be a servitude running with the Property and the Groundwater, subject to ¶ 3, and shall be binding on the Parties' successors-in-interest

8.8 No Third Party Enforcement. This Covenant is entered into by and between Grantor and Grantee and does not create rights or responsibilities for the enforcement of the terms of this Covenant in any third parties except as expressly reserved herein.

8.9 Authority to Execute. Each Party represents to the other that such Party has full power and authority to execute and deliver this Covenant, and perform its obligations under this Covenant, that the individual executing this Covenant on behalf of said Party is fully empowered and authorized to do so, and that this Covenant constitutes a valid and legally binding obligation of said party enforceable against said Party in accordance with its terms.

TO HAVE AND TO HOLD, this Covenant unto Grantee, its successors and assigns, forever.

GRANTOR:

JRW FAMILY LIMITED PARTNERSHIP LLLP

By: _____
James W. Walker, _____ Partner

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by James W. Walker, as ____ partner of JRW FAMILY LIMITED PARTNERSHIP LLLP.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

ATTEST:

TOWN OF CASTLE ROCK,
acting by and through the Town of Castle Rock
Water Enterprise

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

EXHIBIT A
Legal Description of Property

Parcel A

That portion of the Northeast $\frac{1}{4}$ of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:

Beginning at a point on the South line of the Northeast $\frac{1}{4}$ of Section 34 from whence the East $\frac{1}{4}$ corner bears South $89^{\circ} 32' 53''$ East, a distance of 512.11 feet and considering said South line to bear South $89^{\circ} 32' 53''$ East, as determined by solar observation, with all bearings contained herein relative thereto;

Thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:

North $25^{\circ} 25' 05''$ West, a distance of 744.26 feet;

North $64^{\circ} 34' 55''$ East, a distance of 100.00 feet;

North $25^{\circ} 25' 05''$ West, a distance of 455.31 feet to a point of curvature, along a curve to the right, having a central angle of $02^{\circ} 32' 56''$, a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North

$24^{\circ} 08' 34''$ West, a distance of 250.00 feet;

Thence, departing said Westerly right of way, South $70^{\circ} 36' 31''$ West, a distance of 911.40 feet;

Thence, South $27^{\circ} 58' 52''$ East, a distance of 1183.73 feet to a point on the South line of the Northeast $\frac{1}{4}$ of Section 34;

Thence, along said South line, South $89^{\circ} 32' 53''$ East, a distance of 831.16 feet to the point of beginning, County of Douglas, State of Colorado

Parcel B

All that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 35 and all that part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of the Denver and Rio Grande Railroad and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad, County of Douglas, State of Colorado

EXHIBIT B-1
Groundwater

The following Denver Basin groundwater and groundwater rights adjudicated as underlying the property described in **EXHIBIT B-2**.

| CASE NUMBER, DISTRICT COURT, WATER DIVISION NO. 1 | LOWER DAWSON NOT-NON-TRIB (Average Annual AF) <i>FOR PERMITTED USES</i> | DENVER NOT-NON-TRIB (Average Annual AF) <i>FOR PERMITTED USES</i> | LARAMIE FOX HILLS NON-TRIB (Average Annual AF) <i>RESERVED FOR POST-PUMPING DEPLETIONS ONLY</i> |
|---|--|--|--|
| 98CW403 | 33.3 | 54.8 | 18.3 |
| 01CW82 | 9 | 9 | 0 |
| 97CW97 | 0 | 0 | 88.1 |
| TOTAL | 42.3 | 63.8 | 106.4 |

Including all rights under the plan for augmentation decreed in Case No. 00CW68, District Court, Water Division No. 1, and an undivided *pro rata* interest under the plan for augmentation decreed in Case No. 11CW18, District Court, Water Division No. 1.

EXHIBIT D

Target Dates

| | |
|--------------------|--|
| January 31, 2025: | JRW submit Annexation Petition and application materials |
| February 18, 2025: | Town Council Substantial Compliance Resolution |
| February 19, 2025: | JRW submit PD Zoning application |
| April 1, 2025: | Town Council Eligibility Hearing |
| April 13, 2025: | Finalize negotiation of Development/Annexation Agreement |
| April 24, 2025: | Town Planning Commission Hearing on PD Zoning |
| May 1, 2025: | Town approval of Town-Initiated Amendment (effective upon approval of PD Zoning Ordinance) |
| May 6, 2025: | Town Council First Reading on Annexation, Development/Annexation Agreement, and PD Zoning Ordinances |
| May 20, 2025: | Town Council Second Reading and Adoption of Annexation, Development/Annexation Agreement, and PD Zoning Ordinances |
| June 19, 2025: | Expiration of Legal Challenge Periods (Depending on Date of Publication) |
| June 20, 2025: | Legal Effective Date of Annexation |

BrieAnna Simon

From: Denae Brodis [REDACTED]
Sent: Wednesday, April 2, 2025 6:23 PM
To: BrieAnna Simon
Subject: Pine Canyon

To whom it may concern,

This development is a terrible idea because of the traffic impact on Founders road because traffic is already a problem getting out of Founders village. I can't imagine how another 1590 cars will impact traffic. Also the water aspect of another 5000 people added to the area

I think this is a terrible idea.

Thanks so much Denae

BrieAnna Simon

From: [REDACTED]
Sent: Monday, March 31, 2025 3:25 PM
To: BrieAnna Simon
Subject: Pine canyon

Hello

We absolutely do not need 1800 plus homes in this area.

- 1: Castlerock has a lack of water now, what will the impact be with another 1800 homes?
- 2: Traffic on Front is extremely busy, especially during school hours. What will the impact be on Front St., Scott Blvd, Woodlands, Black feather and surrounding streets?
- 3: Our schools are over crowded now, what will the impact be with 1800 more homes. Our children will suffer with their education.
- 4: Was this area not part of Metzler Foundation that is supposed to be open space?I would hope the Town Council would take in consideration all these impacts that are going to grossly impact the neighborhood.

Mitzi Valdez

[Sent from AOL on Android](#)

BrieAnna Simon

From: Steve Vize [REDACTED]
Sent: Thursday, March 20, 2025 1:04 PM
To: BrieAnna Simon
Subject: "Pine Canyon Development Plan" Drawing

Follow Up Flag: Follow up
Flag Status: Flagged

Dear BrieAnna Simon,
Town of Castle Rock Representative for Pine Canyon Development Plan

In regards to the Pine Canyon Development Plan, I am providing my comments to the Town Council.

As a resident living on [REDACTED] adjacent to the section PA-3 shown on the Pine Canyon Development Plan your plans greatly impact my wife & me.

General Comments:

1. A resort hotel should NOT be introduced into a single family neighborhood. This action would only add to the already congested traffic flow, annoying lights at night time and what I would consider an eyesore, if more than two stories high. The resort property PA-6 should be moved to PA-18 location or perhaps near the new Crystal Valley Interchange off I-25. Please reserve PA-6 property for a new Open Space or park. You might consider a new fire station to serve the needs of all the new houses.
2. The new park area on the south side of PA-3 & PA-4 should be expanded, especially on the southeast corner of the property. This improvement will help buffer the interface between the existing homes and the new development. The southeast corner of development should be equivalent to the proposed park area shown on the southwest corner of PA-4.
3. All new homes must be connected to a renewable city water source. This means that no new wells may be drilled. This will safeguard our existing aquifers and protect the water supply for all existing homes.
4. All new Multi-Family townhouses must be built by Front Street or I-25. No townhouses allowed along Founders Parkway.

We sincerely appreciate the town council's concern for preserving thie integrity of our single family neighborhoods.

Respectfully,

Steve & Chris Vize
(Escavera residents)

BrieAnna Simon

From: Thomas Berve [REDACTED]
Sent: Tuesday, April 1, 2025 2:34 PM
To: BrieAnna Simon
Subject: Pine Canyon Proposed Annexation

To Whom it may concern:

For the various reasons already stated in many of the citizen & City of Castle Rock letters/comments submitted earlier to Douglas County, please do not approve anything that leads to the development of the land within the Castle Rock city limits known as Pine Canyon. It would be astonishing that our town would do that to its inhabitants who happen to live in Castle Rock. Thank you for counting 4 votes from our family against the proposed annexation & thank you to all the council members of Castle Rock who are willing to stand up & vote no to the “progress” that seems to continue to beat its drum here in Castle Rock. Consider all the factors, traffic, noise pollution, water availability & water usage, loss of wildlife, loss of open space & loss of confidence of the citizens for our elected representatives. There is not one good thing that would come out of this development for Castle Rock, except more money for the town. Scale the project way down, choose lower density, choose to show that the our town cherishes some of the beauty of the area & not simply the financial benefits to Castle Rock for this annexation & probable development.

Vote NO for this annexation, PLEASE.

The citizens of this area are watching what the vote is & how it will affect ALL of us.

T. & C. Berve

From: [REDACTED]
To: [BrieAnna Simon](#)
Subject: Pine Canyon Annexation
Date: Monday, March 10, 2025 8:40:01 AM

Hi BrieAnna,

I received an email a couple weeks ago mentioning the Pine Canyon Annexation meetings that will be held and it stated to submit any comments on the project to you. I live in the [REDACTED] neighborhood (Meadows) directly west of the Pine Canyon property.

My only comment/feedback at this time related to the proposed annexation is that there needs to be a new interchange with I-25 as part of the agreement to help alleviate (to some extent) the congestion on the roads within the City. The developer should be responsible for a significant portion of the cost.

Thanks,
Cody

From: [REDACTED]
To: [BrieAnna Simon](#)
Date: Monday, February 10, 2025 10:57:21 PM

Thank you so much for your time this morning I really appreciate it. I live in [REDACTED] and I think having a huge development of over 500 homes . It will tax the road system of Founders getting into the development and create alot more traffic as well as tax the water system and numerous other resources, therefore I think this development proposal should be rejected

Thanks so much for your time

Denae Brodis

From: [REDACTED]
To: [BrieAnna Simon](#)
Subject: Pine Canyon – Proposed Annexation and Zoning
Date: Wednesday, January 29, 2025 10:43:21 AM

BrieAnna Simon,

Thank you so much for your time this morning I really appreciate it. I live in [REDACTED] and I think having a huge development of 1800 homes, hotel and other commercial businesses is a terrible idea. It will tax the road system of Founders getting into the development and create alot more traffic as well as tax the water system and numerous other resources, therefore I think this development proposal should be rejected.

Sincerely,
Denae

From: [REDACTED]
To: [BrieAnna Simon](#); [REDACTED]
Subject: Re: Pine Canyon and Black Feather
Date: Monday, March 10, 2025 1:48:14 PM
Attachments: [image001.png](#)

Hello again BrieAnna,

I had spoken to a council member briefly after the Pine Canyon community meeting in February to ask about previously circulated plans from CDOT, incorporating a transportation hub in the PA 17 & 18 area that could include an interchange. He said he thought that plan was abandoned.

It looks like that mobility project is still in discovery phase. <https://www.codot.gov/projects/studies/i25mobilityhubcastlerock>.

With the results of the CDOT study due 'this spring', and Pine Canyon in the running, is it prudent to wait until the study results to know if the potential for that usage is fully incorporated. Do the current impact studies include this mobility project as a potential impact? I'm not an engineer but It seems like standard mixed use considerations would be different than a transportation hub, especially at the Black Feather Trail intersection.

I hope someone can address this possible gap, but I am unable to attend the community meeting March 11. Is there a recording or transcript of the meetings available?

All my best,
Heather Taber

[REDACTED]
[REDACTED]

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From: BrieAnna Simon <BSimon@crgov.com>
Sent: Wednesday, February 19, 2025 8:41:34 AM
To: H T [REDACTED]; Mark Sneddon [REDACTED]
Subject: RE: Pine Canyon and Black Feather

Good morning

Thank you for providing your feedback and comments related to the Pine Canyon Annexation and Zoning. Your information has been compiled and will be provided in the public hearing packets to both the Planning Commission and Town Council, who makes the final decision on this application.

This is an active land use application and going through the staff review process at this time. Town professionals are reviewing the plans to ensure all Town criteria is met. I have forwarded your concerns to the appropriate departments. Staff will take these concerns into consideration as we

review the provided plans.

We appreciate your comments and concerns on this development. This Annexation and Zoning will have future Neighborhood Meetings and Public Hearings before the Planning Commission and Town Council as it advances through the process. Please feel free to send me any additional questions or concerns.

Thank you.



BrieAnna Simon

Development Services | Senior Planner
Town Hall, 100 N. Wilcox St, Castle Rock, CO 80104
Direct 720.733.3566 | bsimon@crgov.com

Your feedback is important to us, please let us know how we are doing by taking our Customer Service survey: <https://www.surveymonkey.com/r/LR35C27>

From: H T [REDACTED]
Sent: Wednesday, February 19, 2025 7:00 AM
To: BrieAnna Simon <BSimon@crgov.com>; Mark Sneddon [REDACTED]
Subject: Pine Canyon and Black Feather

Hi BrieAnna,

I joined the Pine Canyon neighborhood meeting this past week to see how mitigation for my home would be considered during the Pine Canyon development process. I feel like I have a fair understanding of the overall process and am glad it will be done as an annexation to the city with multiple timelines for input based on the overall development and each platted area.

I live at [REDACTED] and my concerns are:

- The immense impact of traffic on the corner of Black Feather Trail and Front Street (from Front St entrance of Pine Canyon PA 16 and Woodlands Blvd punch through)
 - I'm afraid the assessment is incorrect on not tagging this corner as an immediate impact (yellow dot). It is the intersection that controls access to I25 and Hwy 85. If I'm not mistaken, with the assessment calling this intersection secondary impact (green dot) it will be the City's responsibility to mitigate impacts instead of directly done by the developer. This seems unfair to the Black Feather community and the city.
 - The parking lot at Black Feather is already used as a cutoff for people avoiding the light and this development will increase that dangerous misuse
 - The increase in exhaust will be harmful to the few remaining trees protecting the Black Feather community
 - The increase in noise will diminish the enjoyment of the Black Feather residents
- The noise and light pollution from the mixed use area on the west side of I25 (PA 17 & 18)

- With the broad description of mixed use area and the potential for a transit center it seems unavoidable that there would be a large amount of 24 hour lighting
 - 24 hour light pollution is a known health risk for people and trees
 - The increase in traffic to the mixed use area will further the noise and exhaust issues that will impact the Black Feather community
 - The increase in light and noise from the mixed use area will directly impact the enjoyment of my home at Black Feather (facing SW)

I do think the corner should be reassessed for mitigation by the developer and that there is time for clever planners to plan some mitigation for the Black Feather community, for instance a tree shelter belt on the north and west parts of the easement. I might be using vocabulary loosely here from a planner point of view and have zero skills or background for planning but I think you get what I'm saying. I have also cc'd another concerned owner at [REDACTED], on this email and with a bit of time could definitely add 50 or so other owners with similar concerns.

I hope to be at the next meeting and to hear that the above issues can be addressed with more specific strategies. Or please use this email thread as a way to let us know what you think.

All my best,
Heather Taber

[REDACTED]
[REDACTED]

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From: [REDACTED]
To: [BrieAnna Simon](#)
Subject: Re: Pine Canyon Public Comment
Date: Wednesday, February 26, 2025 10:05:37 AM
Attachments: [image001.png](#)

BrieAnna:

I would like to leave some comments about the Pine Canyon development proposal. I am a resident of Castle Rock. Basically I feel that before any approval is finalized the acres/project be 100% annexed into the Castle Rock city limits and the owner and developers are required to pay 100% of all city taxes, fees, etc that are required. Regardless of the size and the history of the family there should be no concessions that help this development that are different than all other property owners and developers incur and have incurred as Castle Rock has expanded its footprint.

I am especially concerned that they must be required to meet every demand by Castle Rock water and safety division (Fire and Police) for both the near term and long term. As has been presented, this development will add many new burdens on Castle Rock services. Fire, police, utilities, schools, roads, and more. Front street is already limited in its capacity and the extra traffic to Founders Parkway, Woodlands Blvd, and other roads and streets will create substantial costs and maintenance.

As recently reported by the media it is refreshing to see what the developers of the "brickyard" are adding to improve the city roads, infrastructure, and recreation. Ideally the inherited owners of these acres would consider a sale to a potential group of the city, county, state, wildlife and conservation funds, etc and a park, greenspace, outdoor classrooms, educational center, and other related improvements rather than more homes, commercial endeavors, traffic, and overall crowding and congestion.

Thank you. Ken McClure

On Wed, Feb 26, 2025 at 8:38 AM BrieAnna Simon <BSimon@crgov.com> wrote:

Good morning Ken,

Thank you for taking the time to speak with me this morning, Please let me know if you have any questions or comments concerning the proposed Pine Canyon Annexation and Zoning project.

Thank you.



BrieAnna Simon

Development Services | Senior Planner

Town Hall, 100 N. Wilcox St, Castle Rock, CO 80104
Direct 720.733.3566 | bsimon@crgov.com

Your feedback is important to us, please let us know how we are doing by taking our Customer Service survey: <https://www.surveymonkey.com/r/LR35C27>

From: [REDACTED]
To: [BrieAnna Simon](#)
Subject: Pine Canyon proposal
Date: Tuesday, March 11, 2025 12:19:45 PM

I oppose the Pine Canyon proposal. This is based on maintaining the beauty along founders as you make your way around the curve in a southwest direction with the view of pikes Peak beyond.

Also, I don't believe that we have the infrastructure available to do this nor the capability. Additionally, I believe that additional traffic will create problems as well.

I would love to attend tonight's meeting, but I'm unable to do so.

thank you sincerely Kevin and Marie Peterson [REDACTED] in Castle Rock, Colorado.

Sent from my iPhone



Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/24/2025

Item #: File #: PC 2025-004

To: Members of the Planning Commission

From: BrieAnna Simon, Senior Planner, Development Services Department

Pine Canyon Planned Development Plan and Zoning Regulations [535 acres, located on both the east and west sides of Interstate 25 (I-25). The portion of the property east of I-25 is generally north of Scott Boulevard, south of Black Feather Trail, west of Founders Parkway, and east of Front Street]

Executive Summary

JRW Family Limited Partnership LLLP is proposing to annex and rezone the 535 acres known as Pine Canyon. The applicant proposes to zone the property as a planned development (PD), and is seeking approval of the Pine Canyon Planned Development Plan and Zoning Regulations (Attachment C).

The Pine Canyon PD proposes to allow 1,800 dwelling units for a gross density of 3.37 dwelling units per acre (du/ac), a maximum of 600,000 square feet (s.f.) of commercial and light-industrial uses and approximately 178 acres, 32% of the site, of open space and park land.

Key Benefits of Proposed Annexation and Zoning

- Allows Town determination of growth patterns and development standards
- Development makes key road connections, improving circulation and emergency response
- Development would pay impact fees per residential unit or commercial square foot constructed
- Development would pay all system development fees, including Castle Rock Water's renewable water fee
- Development would tie into Castle Rock Water's existing wastewater treatment system
- Development would also meet all of the Town's water conservation standards
- Provides 32% Open Space and Public Land Dedication
- Preserves cultural resources on the property
- Makes regional trail connections
- Provides a buffer on southern edge to existing Castle Rock homes and requires similar lot sizes

Attachments

Item #: **File #:** PC 2025-004

Attachment A: Vicinity Map

Attachment B: Planned Development Plan

Attachment C: Pre-Annexation Agreement

Attachment D: Public Comment

AGENDA MEMORANDUM

To: Planning Commission

From: BrieAnna Simon, Senior Planner, Development Services Department

Title: **Pine Canyon Planned Development Plan and Zoning Regulations** [535 acres, located on both the east and west sides of Interstate 25 (I-25). The portion of the property east of I-25 is generally north of Scott Boulevard, south of Black Feather Trail, west of Founders Parkway, and east of Front Street]

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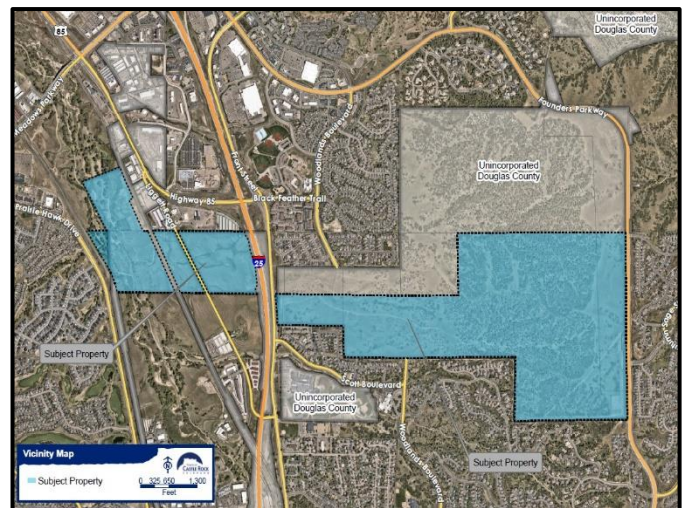


Figure 1: Vicinity Map

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Background

The Property Existing Conditions and Surrounding Uses

The parcel proposed for annexation is currently under the jurisdiction of Douglas County. The 535-acre site is in central Douglas County surrounded by the Town of Castle Rock. It is located on both the east and west sides of Interstate 25 (I-25). The portion of the property east of I-25 is generally north of Scott Boulevard, south of Black Feather Trail, west of Founders Parkway, and east of Front Street. The portion of the property west of I-25 is generally east of Prairie Hawk Drive, south of Highway 85 and bisected by Liggett Road (Figure 1).

Town Council held a public hearing on December 17, 2024 for a Pre-Annexation Agreement. The Pre-Annexation Agreement outlined several topics specific to the future annexation and zoning for the property and lays out the agreed upon terms for both the Town and JRW. The Pre-Annexation also outlined a target schedule for processing of the land use items. The proposal tonight meets all of the obligations outlined in the Pre-Annexation Agreement.

Town Council held a public hearing on February 18, 2025, and found the annexation petition to be in substantial compliance with the provisions of Article II, Section 30(1)(B) of the Colorado Constitution and Section 31-12-107(1), C.R.S. Further, Town Council held a public hearing on April 1, 2025 and found the property proposed for annexation was eligible to be annexed in accordance with the Colorado Revised Statutes. The Town will now consider whether the property should be annexed to the Town, and whether the proposed Planned Development zoning is appropriate and should be approved.

Use and Surrounding Zoning

The subject property is currently undeveloped and being used for agricultural purposes. The property is currently zoned A1-Agricultural One within Douglas County. This zoning generally allows for a wide range of farming, ranching or tree farming activities.

The project area is adjacent to the Town of Castle Rock zoning on 60 percent of the project area boundaries. The northern boundary of the project area on the east side of I-25 is adjacent to unincorporated Douglas County, which is zoned in the County as A1-Agricultural One. This area currently has an annexation and zoning application under review with the Town of Castle Rock but is still within the review process at this time.

The eastern boundary of the project area is adjacent to the Castle Oaks Amendment No. 1 Planned Development Plan which allows for single-family residential. The northern boundary of the project area on the west side of I-25 is adjacent to straight zoned parcels for I-2 General Light and Metzler Ranch Planned Development Plan (1996). Both these planning areas allow for general light-industrial uses.

The southern boundary of the project area on the east side of I-25 is adjacent to Woodlands Planned Development Plan, Scott Ranch Planned Development Plan, and Scott II Major Modification Planned Development Plan. The zoning in these areas allow for a mix of single

family residential and multi-family residential. The southern boundary of the project area on the west side of I-25 is adjacent to straight zoned parcels for I-2 General Light Industrial and PL-1 District. The regulations for these areas are outlined in the Town's Municipal Code. The west side of the project area is adjacent to the Meadows Fourth Amendment which allows for open space directly adjacent to the project area.

Discussion of Proposal

Pine Canyon Annexation

The Pine Canyon annexation petition and plat map were accepted and filed with the Town Clerk on February 5, 2025. As required by the Colorado Revised Statutes (C.R.S.), the petition was reviewed by Town Council in two separate hearings. The Substantial Compliance hearing was held on February 18, 2025 and the Council found that the petition substantially complied with the requirements of the Colorado Constitution and the C.R.S for annexation. The Eligibility hearing was held on April 1, 2025 and Town Council found the property to be eligible to be considered for annexation into the Town.

The area proposed for annexation is approximately 534.6-acres and is currently zoned A1-Agricultural One in Douglas County.

Pine Canyon Planned Development Zoning

The applicant is requesting that the property be zoned Planned Development (PD) (Attachment D). The Pine Canyon Planned Development Plan and Zoning Regulations establish 11 residential planning areas, two mixed use/multi-family planning areas, one resort spa or residential planning area, one school planning area and one business/light-industrial planning area. Additional planning areas are set aside for parks and open space areas.

Residential Development

The proposed zoning would allow 800 single-family detached units, along with 1,000 multi-family units at a gross density of 3.37du/ac. Lot sizes are dependent on the housing type, and would have a minimum of 4,500 s.f. The zoning also restricts areas from over-lot grading in sensitive areas of the property. This will preserve mature trees and have less impact on the existing natural resources compared with traditional over-lot grading developments in Town.

Commercial Development

Planning Area 18 and Planning Area 17 area proposed to be a mix-used area. This will allow for both multi-family residential units integrated with commercial uses. Planning Area 19 is proposed to be an area of business/light industrial uses. Permitted uses include retail, restaurant, office, manufacturing and distribution facilities. The maximum non-residential square footage allowed is 600,000.

Planning Area 6 is proposed to allow a resort spa hotel, up to 225 rooms with a full service spa, with the intent to be an anchor in the Pine Canyon community. The proposed zoning is flexible and allows that if a resort is not built, this planning area can be developed with up to 75 branded residences instead. These 75 units would be out of the total 800 single family units, which would reduce the number of homes built in the residential planning areas.

Open Space, Public Land, Park and Trails

Per the Pre-Annexation agreement the development was required to meet the Town's minimum 20 percent open space. The proposed zoning accounts for 171 acres of open space or 32% of the site. As planning areas develop, additional open space will be provided to the Town during the site development plan process..

OSP 8 and OSP 9 include a 62.1 acre private Homestead and farm land that will continue to be a Homestead farm with educational opportunities. This property will be used to actively farm the land, while providing a grazing area for cattle. The Homestead will partner with local agencies to provide educational programs for the community.

Prescriptive Buffer

Based on input from the surrounding residents, the development plan was revised to create a prescriptive buffer on the southern property boundary of the PD between Planning Areas 4, 10 and 11, and the existing Woodlands neighborhood.

The buffer area will be provided from the Pine Canyon residential lot line to project's property line adjacent to the Woodlands residential neighborhood. This buffer area will include a trail and meet the Town's landscaping requirements. The existing CORE Electric overhead transmission lines also run in this buffer area.

Technical Reports and Analyses

Fire

The proposed project area is located with the Town of Castle Rock Fire Protection Service Area. The project area will be served by Town of Castle Rock Fire, which has capacity to serve the proposed development. If this property annexes into the Town, it will be served by Castle Rock Water, allowing Castle Rock Fire to have a reliable and renewable water supply for necessary fire services.

Parks and Recreation

The development is constructing three (3) local or neighborhood parks totally 22.9 acres. These parks will be open to the public, and will be privately owned by the Metro District or HOA. Based on the density proposed for this development, Town code would require 42.02 acres of Public Land Dedication (PLD) for uses such as parks, police and fire, water facilities, and other Town lands. Town staff is recommending approval of the PD zoning as proposed with 22.9 acres of parkland, which matches the proposal they submitted to Douglas County. The proposed Development Agreement for Pine Canyon is drafted to recognize that this dedication is 16.25 acres short and will not obligate the developer to pay any additional cash-in-lieu for PLD. Staff recommends this due to the overall benefit of having this property develop within the Town's jurisdiction, subject to the Town's permitting and development process, and connected to and participating in the Town renewable water supplies.

The other portion of PLD that the Town calculates is for future school use. Based on the proposed density and Douglas County School District's student/land density ratios, 20.56 acres of PLD are required for future school land in Pine Canyon. The School District has

agreed that the proposed 12.7-acre parcel will be sufficient. The 12.7-acre parcel will be provided through PLD for the Town to hold. No additional school PLD is requested.

In regard to trails and open space, the development is proposing 148.1 acres of open spaces, which is 28% of the development. Code requires 106.9 acres to meet the 20% minimum open space requirement. It is expected that additional open space will be added by each planning area as they go through the site development plan process, which may include things like buffers, pocket parks, trail connections, multi-family common spaces, etc, which will be above and beyond the 28% identified now. Trail corridors are proposed through the development including a pedestrian underpass at I-25 that the developer will be providing.

At this time, the ownership and maintenance of all open space and parks are planned to be by the developer, metro district or HOA. The 12.7-acre future school PLD site will be owned and maintained by the Town until it is needed for a school site. At the time of SDP, the park parcels ownership may transfer to the Town, but maintenance will be held by the metro district or HOA. All parks and recreation development impact fees will be paid to the Town at time of building permit to offset the park usage impacts and uses this development will bring to the town-wide park facilities.

On the western side of the development, a 64.1-acre open space/agricultural area is proposed. This area has been split into three smaller areas. The first area, OSP8 would be the larger parcel used primarily for private agricultural use, the second would be a private 2.2-acre homestead, and the third would be a public trail corridor for the existing Town trail. The developer intends to use the agricultural and homestead areas to continue the current uses of grazing cattle, growing crops, and may have other farm animals on site and work with local groups such as Future Farmers of America or 4-H in an educational capacity. Should the agricultural uses on the site cease to continue, the land will be dedicated to the Town for open space.

Traffic Impact Analysis and Mitigation

A Traffic Impact Analysis (TIA) was submitted to the Town with this application. As part of the pre-annexation agreement between the Town and the applicant, the Town has agreed to accept the TIA as it is, however will require updated TIAs at the time of site development plans. Additional analysis will be required as planning areas are advanced. Proposed uses and trip generation data may require additional traffic infrastructure mitigation. All development is required to work with the Town on roads and road connections as each planning area develops. The development will also pay transportation impact fees on all building permits issued for the development. These fees will be used for the construction of road improvement projects throughout Town.

Utilities

The development would tie into Castle Rock Water's existing wastewater treatment system, and a separate treatment facility, as proposed in Douglas County, would not be needed or built. The Town's applicable water and sewer requirements set forth in the Town of Castle Rock Water Criteria Manual and Wastewater Criteria Manual will apply to the property.

Drainage

The Town's applicable drainage requirements set forth in the Town of Castle Rock Stormwater Criteria Manual will apply to the Property. The Town will receive a drainage easement over the private floodplain that won't be dedicated through the agricultural tract.

Water Conservation

The development will meet all of the Town's water conservation standards, including the ColoradoScape requirements established in 2022. The Town's applicable landscape and irrigation requirements set forth in the Town of Castle Rock Landscape and Irrigation Criteria Manual (as amended) will apply to the Property, and have been incorporated into the PD Zoning's standards and noted within the annexation agreement.

Water Resources

Town staff is recommending approval of the PD Zoning with a nonrenewable groundwater dedication of approximately 757 acre-feet, which is short of the normal nonrenewable groundwater dedication required for a development of this size. As agreed to in the pre-annexation agreement with the Town, the Town will reserve existing excess nonrenewable groundwater already owned by the Town to ensure the appropriate amount of nonrenewable groundwater is available for the benefit of the development. The development will pay all system development fees at current and future rates, including Castle Rock Water's renewable water fee. The development will meet all of the Town's water conservation standards including the ColoradoScape requirements put in place at the end of 2022. Town staff believe that getting this development into the Town's water system and off of sole reliance on nonrenewable groundwater is important for the region and the long-term sustainability of water supply for the Town and this development. Additionally, having Town water services to this area will greatly improve the water supply for Castle Rock Fire, who is the responding fire agency.

As agreed to in the pre-annexation agreement with the Town, JRW has requested the right to retain 106 acre-feet of groundwater solely for irrigation, stock watering, domestic and other agricultural purposes for the use of the existing homestead, located on the far west side of the property, west of the BNSF railroad and east of East Plum Creek. JRW has agreed to a restrictive covenant on these groundwater rights, limiting their use for agriculture and irrigation for this 62.1-acre homestead, and it would grant the Town first right of refusal to purchase them in the future. The Town will also grant JRW a lease agreement to allow them to lease, at the Town's going rates, a very small amount of water (~1 acre-foot) to augment their agricultural use of the 106 acre-feet of groundwater.

Annexing this development into the Town, so it can be served by the Town's water system and off of sole reliance on nonrenewable groundwater is important for the region and the long-term sustainability of the water supply for the Town and this development. Castle Rock Water staff is supportive of this development and the above agreements.

Notification and Outreach

Public Notice

Public hearing notice signs were posted on the property on April 9, 2025. Written notice letters were sent to property owners within 500 feet of the property, at least 15 days prior to the public hearings.

Town staff published notice of the Planning Commission and Town Council public hearings on the Town's website and provided information about the proposal on the Town's *Development Activity* interactive map.

Neighborhood Meetings

The Town and applicant together held three neighborhood meetings. A neighborhood meeting was scheduled and noticed for February 11, 2025, March 11, 2025 and April 16, 2025. All meetings were held via a hybrid format with participation both in person and online. These meetings had questions on traffic generation and roadway connections, the need for a resort/hotel in this area, buffer areas, and number of additional units. Town staff provided an overview of the past history of annexation discussions with the applicant, and their recent applications with the County. Staff also discussed that this property will develop either in the County or in the Town, and that staff would rather this property develop within the Town's jurisdiction and subject to the Town's regulations.

External Referrals

External referrals were sent to local service providers and Douglas County agencies. There are no outstanding external referral comments.

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 Town's Vision, Comprehensive Master Plan and long range or master plans.
2. Complies with design principles found in Chapter 17.10.

Analysis: The proposed Planned Development Plan meets this criterion. It generally conforms to the Town's Vision and Comprehensive Master Plan and complies with Town's long range and master plans. It also conforms to all other relevant requirements and land development principles of the Town's Municipal Code.

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 Planned Development Plan meets this criterion. Open space buffers will exist on the periphery of the PD. The development plan is designed so that a majority of the lots within the PD will abut or have direct access to public open space. The proposed zoning provides a mix of housing opportunities and facilities to meet the different needs of the new residents.

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 Planned Development Plan meets this criterion by providing appropriate internal pedestrian and vehicle circulation, capacity and connectivity. Additionally, it provides a new east-west road network in this area, and will provide part of the missing north-south road and sidewalk connection on Woodlands, which are critical to improve traffic in this area. The Traffic Impact Study obligates the developer to required offsite improvements. The road improvements will be phased to correspond to development within the Planned Development Plan. Internal trails will provide pedestrian and bicycles with safe and convenient links to the internal commercial area and parks, as well as offsite trails and amenities.

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 will comply with applicable regulations. Provides phased improvements in a logical and efficient manner.
5. Provides adequate consideration to 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 Planned Development Plan meets this criterion. The PDP provides adequate and efficient utility plans for water, stormwater and wastewater, which considers existing conditions of the site and necessary ingress and egress improvements.

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 Planned Development Plan meets this criterion. The plan provides over 32% of the site as open space and park land, including miles of trails and new sidewalks along roadways. The plan includes several new park areas, including significant tree stands.

Additionally, the PD has view plane regulations that will limit overlot grading in seven planning areas with the most significant trees, allowing many of these to be preserved.

F. Preservation of Natural Features.

1. Demonstrates sensitivity and limits disturbance to the site in terms of plan design and density 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 Planned Development Plan meets this criterion. As previously noted, the Planned Development Plan preserves areas of natural drainage and slopes, mature vegetation, and areas of wildlife habitat and corridors. Instead of being subject to the Skyline/Ridgeline Protection Regulations in Chapter 17.48, the PD's View Plane Protection Area regulations will apply and preserve many of the mature trees, providing a visual buffering of new structures.

Budget Impact

The Pine Canyon Pre-Annexation Agreement included a credit for application fees that have been previously paid to the Town, as well as the Town covering the costs of mailing notices for the annexation and zoning neighborhood hearings. This development will pay their required building and impact fees, as all other developments within the Town pay.

Findings

All staff review comments and external referral comments have been addressed. Staff finds the proposed Pine Canyon Planned Development Plan and Zoning Regulations:

- Generally conforms with the objectives of the Town Vision and the Comprehensive Master Plan,
- Meets the review and approval criteria of the Municipal Code, Chapter 17.32 and Chapter 17.34 for a Planned Development Plan
- Conforms with the obligations outlined in the Pre-Annexation Agreement.

Recommendation

Staff recommends that Planning Commission recommend approval of the Planned Development Plan, as proposed, to Town Council.

Proposed Motion

Option 1: Approval

"I move to recommend approval of the Planned Development Plan, to Town Council."

Option 2: Approval with Conditions

"I move to recommend approval of the Planned Development Plan, to Town Council, 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 Planning Commission meeting on [date], at [time]."

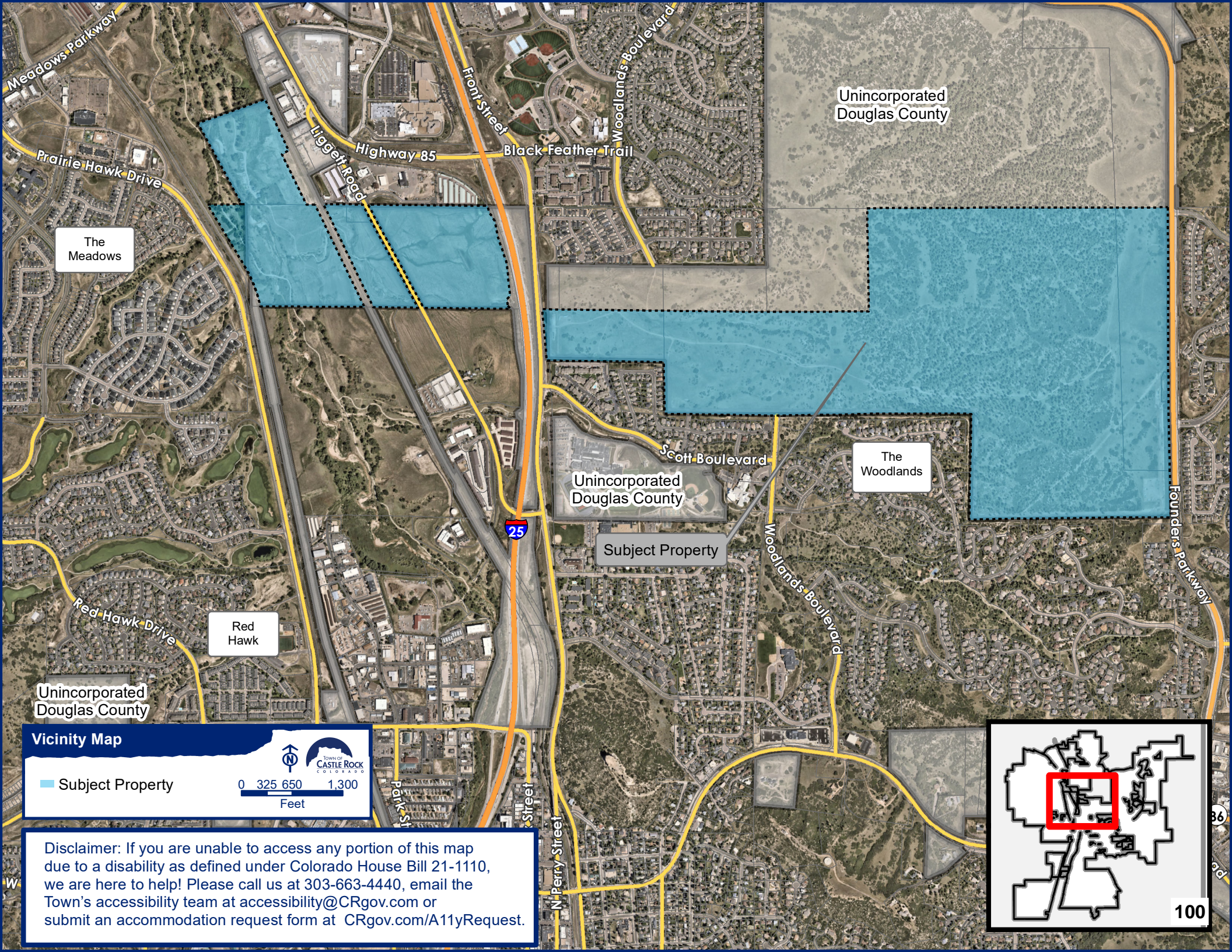
Attachments

Attachment A: Vicinity Map

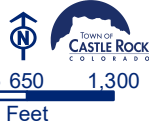
Attachment B: Planned Development Plan

Attachment C: Pre-Annexation Agreement

Attachment D: Public Comment



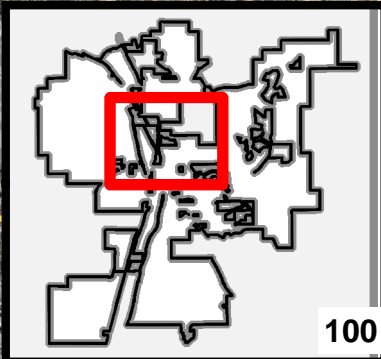
Vicinity Map



■ Subject Property

0 325 650 1,300
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.



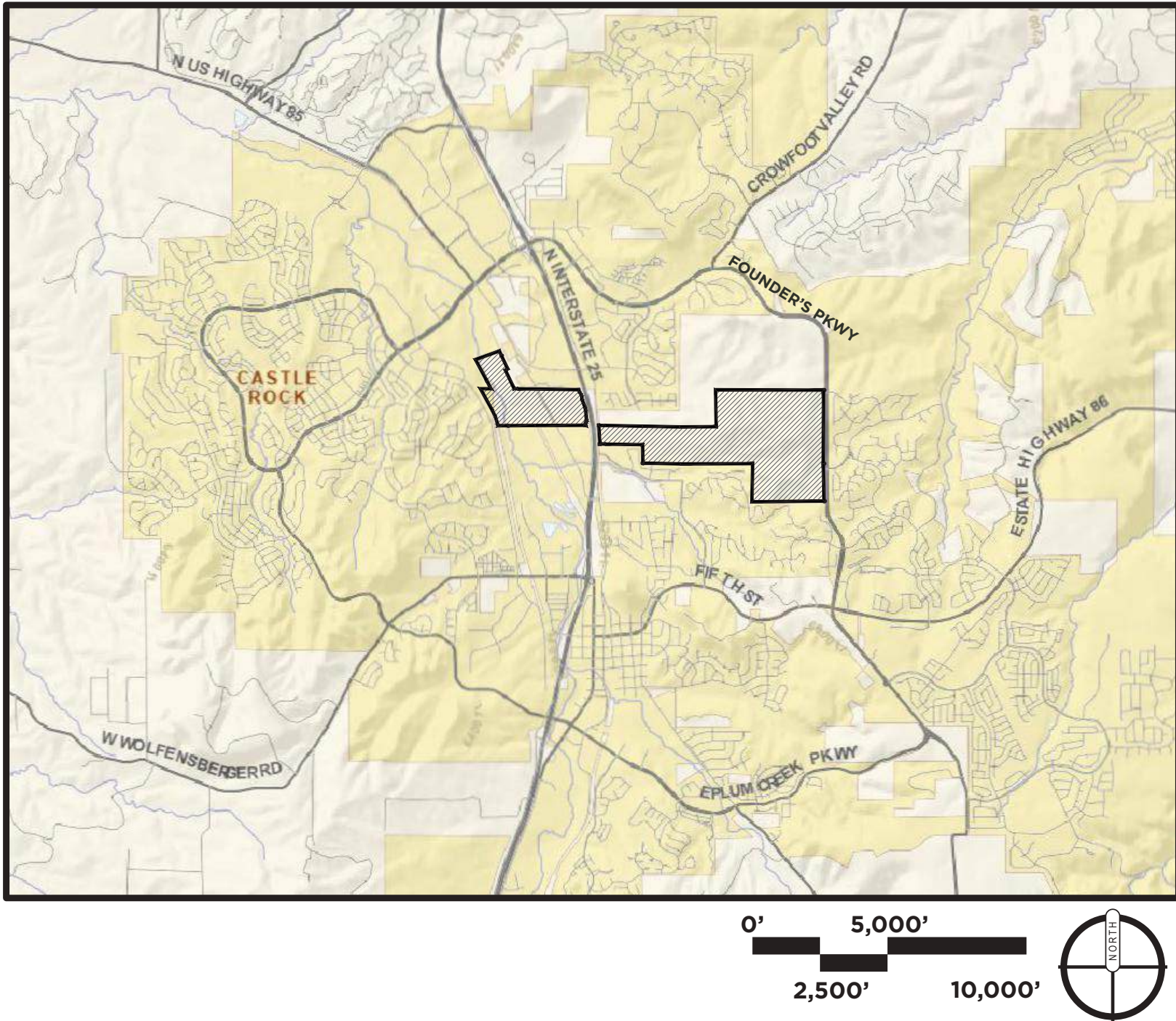
PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET INDEX

- SHEET 1: COVER SHEET
- SHEET 2: LEGAL DESCRIPTION
- SHEET 3: ADJACENT ZONING & LAND USE MAP
- SHEET 4: LAND USE PLAN OVERVIEW
- SHEET 5: EXISTING CONDITIONS - VEGETATION & RCZ
- SHEET 6: EXISTING CONDITIONS - SLOPE ANALYSIS
- SHEET 7: EXISTING CONDITIONS - DRAINAGE PATTERNS
- SHEET 8: PROPOSED DRAINAGE & DETENTION PONDS
- SHEET 9: EXISTING & PROPOSED UTILITIES
- SHEET 10: OPEN SPACE AND PARK PLAN AND DEDICATION TABLE
- SHEET 11-16: DEVELOPMENT STANDARDS
- SHEET 16: DEFINITIONS

VICINITY MAP:



PDP STANDARD NOTES

- The mineral rights associated with this development have been severed. Notification of development hearings before Planning Commission and Town Council must be provided to owners of mineral estates.
- This site lies within FEMA Flood Zone AE and X per maps 08035C0188G and 08035C0189G dated March 16, 2016. No structures shall be permitted in the approved 100-year flood plain
- A LOMR will be submitted at the time of Site Development Plan, if necessary.
- This development plan is not impacted by the Town of Castle Rock Skyline/Ridgeline Protection Regulations due to the view plane protection overlay commitment within the PD, as detailed in Section 4.a.i of the Pine Canyon Pre-Annexation Agreement.
- This development plan is impacted by species protected by the U.S. Fish & Wildlife Service. The only area with species with USFWS protection on-site is the Prebel's Mouse. Its habitat is designated along East Plum Creek and it will all be undisturbed and preserved as Open Space.
- The Site is within the Town of Castle Rock 2-Yellow, 3-Blue, 4-Purple, 5-Red, and 6-Green water pressure zones.
- 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.
- Right-of-way for ingress and egress for emergency vehicles is granted over, across, on and through any and all private roads and drives.
- Urban/Wildland Interface Area Management Plan to be evaluated by the Town of Castle Rock Fire Department as appropriate to each Planned Development (PD).

| PINE CANYON SUMMARY TABLE | | | | |
|---|-------------------------|---------------------------------------|-------------------------|--|
| TOTAL SITE AREA (AC) = 534.6 | | | | |
| Land Use Type | Gross Land Area (acres) | Proposed Maximum Number of Units | Maximum Density (du/ac) | Minimum Lot Sizes (SF) |
| Total SFD planning areas | 134.4 | 375 | 4.5 | Single Family Detached = 4500 |
| Total SFE planning areas | 102.0 | 425 | 8.0 | SFD = 3500 Duplex = 2000 Patio = 2000 Townhome = 1200 |
| Total MF in MF and MU planning areas | 50.0 | 1,000 | 24.0 | N/A |
| Total Resort/SFD Small (excluded from total - see note 1,3) | 21.4 | 75 | | Residential (same as SFE districts) Resort = 5 acres |
| Total Maximum Residential ^{1,3} | 286.4 | 1,800 | | |
| | | Proposed Maximum Non-Residential S.F. | | |
| Total Mixed Use planning areas | 35.1 | 500,000 SF | | |
| Total Business/Light Industrial planning areas | 11.4 | 100,000 SF | | |
| Total Resort/SFD Small ^{2,3} | 21.4 | 150,000 SF | | |
| Total Non-Residential | 67.9 | 600,000 SF | | |
| Proposed Parks, Open Space, and Trails | | | | |
| Total Neighborhood & Local Parks | Proposed = 22.9 | | | |
| Total Private Open Space/Riparian Preserve/Homestead | Proposed = 62.1 | | | |
| Total Public Open Space | Proposed = 86.0 | | | |
| Total Parks & Open Space | 171.0 | | | |
| School | 12.7 | | | |
| ROW (inside property) | 31.7 | | | |

- Notes:
- 1) The maximum residential units is 1,800 du for the entire property. The Resort/SFD Small area may include up to 75 residential units. However, the amount of residential units within PA-6 will be reduced from other residential planning areas to maintain the overall maximum count of 1,800 du. The existing dwelling in OSP-9 shall not count toward the total unit count in the PD.
 - 2) The maximum non-residential square footage is 600,000 s.f. for the entire property. The Resort/SFD Small area may include up to 150,000 s.f. However, the amount of non-residential square footage within the Resort/SFD will be reduced from other non-residential planning areas to maintain the overall maximum of 600,000 s.f.
 - 3) Even though PA-6 may be resort/spa or contain residential units, for simplicity, the totality of PA-6 was used as part of the non-residential acreage.

| Land Use Type | Acreage | Percentage |
|--|---------|------------|
| Residential (excludes MF in Mixed Use) | 251.3 | 47% |
| Mixed Use | 35.1 | 7% |
| Business/Light Industrial | 11.4 | 2% |
| Resort | 21.4 | 4% |
| Parks | 22.9 | 4% |
| Open Space | 148.1 | 28% |
| School | 12.7 | 2% |
| ROW | 31.7 | 6% |
| TOTAL | 534.6 | 100% |

WATER RIGHTS DEDICATION AGREEMENT

THE PROVISION OF MUNICIPAL WATER TO THIS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PINE CANYON PRE-ANNEXATION AGREEMENT.

SURVEYOR'S CERTIFICATE:

I, Patrick M. Steenburg, a Licensed Professional Land Surveyor in the state of Colorado, do hereby certify that the survey and legal description represented by this Pine Canyon Planned Development Plan and Zoning Regulations was made under my supervision and the monuments shown thereon actually exist and this Pine Canyon Planned Development Plan and Zoning Regulations accurately represents that survey.

PATRICK M. STEENBURG, COLORADO PLS# 38004 DATE

TITLE CERTIFICATION:

I, _____, an authorized representative of _____, 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 lienholders of the property are listed in the certificate of ownership and lienholder subordination certificate.

Authorized Representative

Title Company

Signed this _____ day of _____, 20____.

Notary Block
Subscribed and sworn to before me this _____ day of _____, 20____ by _____ as authorized representative of _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

OWNERSHIP CERTIFICATION:

The undersigned are all the owners of certain lands in the Town of Castle Rock, County of Douglas and State of Colorado described herein.

JRW Family Limited Partnership LLLP, Colorado Limited Liability Partnership
Signed this _____ day of _____, 20____

Notary Block
Subscribed and sworn to before me this _____ day of _____, 20____ by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

PLANNING COMMISSION RECOMMENDATION:

This Pine Canyon Planned Development Plan and Zoning Regulations was recommended for approval by the Planning Commission of the Town of Castle Rock, Colorado on the _____ day of _____, 20____.

Chair Date

Attest:

Director of Development Services Date

TOWN COUNCIL APPROVAL:

This Pine Canyon Planned Development Plan and Zoning Regulations was approved by the Town Council of the Town of Castle Rock, Colorado, on the _____ day of _____, 20____.

Mayor Date

Attest:

Town Clerk Date

PREPARED FOR:



JRW Family Limited Liability Partnership
1200 17th St, Suite 3000,
Denver, CO - 80202
303.587.0102

ENGINEERING:



3473 S Broadway,
Englewood, CO 80113
303.703.4444

LAND PLANNING:



PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233
720.259.8246

REVISIONS:

| DATE | 4/9/2025 | | | | | |
|----------------------|------------|---|---|---|---|---|
| REVISION DESCRIPTION | REVISION 1 | | | | | |
| NO. | 1 | 2 | 3 | 4 | 5 | 6 |

SHEET INFO:

PINE CANYON
COVER SHEET

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2025-02-19

1
OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION:

WEST PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(PER TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, NUMBER 00506340-201-T21-ES, HAVING AN EFFECTIVE DATE OF MARCH 6, 2025)

PARCEL ONE:

ALL THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35 AND ALL THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., LYING WEST OF THE WEST RIGHT OF WAY LINE OF INTERSTATE 25 AND LYING EAST OF THE EAST RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, EXCEPT DENVER AND RIO GRANDE RIGHT OF WAY, AND EXCEPT RIGHT OF WAY FOR LIGGETT ROAD, AND EXCEPT LOT 1, DOUGLAS COUNTY LIONS CLUB, AND EXCEPT PROPERTY DESCRIBED IN EXHIBIT A TO RULE AND ORDER IN CIVIL ACTION 2005CV1763, DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO, RECORDED JUNE 20, 2008 AT RECEPTION NO. 2008043978, COUNTY OF DOUGLAS, STATE OF COLORADO

PARCEL TWO:

LOT 1,

DOUGLAS COUNTY LIONS CLUB, AS PER THE PLAT THEREOF RECORDED MARCH 6, 1987 AT RECEPTION NO. 8706250, COUNTY OF DOUGLAS, STATE OF COLORADO

PARCEL THREE:

THAT PORTION OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 34 FROM WHENCE THE EAST ¼ CORNER BEARS SOUTH 89° 32' 53" EAST, A DISTANCE OF 512.11 FEET AND CONSIDERING SAID SOUTH LINE TO BEAR SOUTH 89° 32' 53" EAST, AS DETERMINED BY SOLAR OBSERVATION, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE, THE FOLLOWING COURSES ALONG THE DENVER AND RIO GRANDE WESTERN RAILROAD WESTERLY RIGHT OF WAY:
NORTH 25° 25' 05" WEST, A DISTANCE OF 744.26 FEET;
NORTH 64° 34' 55" EAST, A DISTANCE OF 100.00 FEET;
NORTH 25° 25' 05" WEST, A DISTANCE OF 455.31 FEET TO A POINT OF CURVATURE, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02° 32' 56", A RADIUS OF 5620.00 FEET, AN ARC LENGTH OF 250.00 FEET AND A CHORD THAT BEARS NORTH 24° 08' 34" WEST, A DISTANCE OF 250.00 FEET;
THENCE, DEPARTING SAID WESTERLY RIGHT OF WAY, SOUTH 70° 36' 31" WEST, A DISTANCE OF 911.40 FEET;
THENCE, SOUTH 27° 58' 52" EAST, A DISTANCE OF 1183.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 34;
THENCE, ALONG SAID SOUTH LINE, SOUTH 89° 32' 53" EAST, A DISTANCE OF 831.16 FEET TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO

ABOVE LEGAL DESCRIPTION IS ALSO DESCRIBED AS FOLLOWS :

A PARCEL OF LAND LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 36, BEING MONUMENTED BY A 2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "LS 6935", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 36, BEING MONUMENTED BY A 2 INCH DIAMETER ALUMINUM TUBE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "LS 6935", IS ASSUMED TO BEAR NORTH 0° 05' 27" EAST, A DISTANCE OF 2679.42 FEET. WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE NORTH 89° 28' 38" WEST, A DISTANCE OF 3552.58 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 25, BEING MONUMENTED BY A 3.25 INCH ALUMINUM CAP STAMPED "CDOT POINT 939", BEING THE THE POINT OF BEGINNING;
THENCE ALONG SAID WEST RIGHT OF WAY LINE FOLLOWING EIGHT (8) COURSES;
1. SOUTH 18° 57' 27" EAST, A DISTANCE OF 97.46 FEET;
2. SOUTH 34° 19' 43" EAST, A DISTANCE OF 116.54 FEET;
3. SOUTH 10° 33' 34" EAST, A DISTANCE OF 210.86 FEET;
4. SOUTH 19° 03' 26" EAST, A DISTANCE OF 342.07 FEET;
5. SOUTH 06° 26' 49" EAST, A DISTANCE OF 432.31 FEET;
6. SOUTH 39° 49' 42" WEST, A DISTANCE OF 69.17 FEET;
7. SOUTH 10° 19' 22" EAST, A DISTANCE OF 83.49 FEET;
8. SOUTH 42° 40' 51" EAST, A DISTANCE OF 52.61 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
9. DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 89° 19' 42" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2091.57 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTIONS 34 AND 35;
10. SOUTH 89° 30' 25" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1117.36 FEET TO A POINT ON THE EAST BOUNDARY OF THE BURLINGTON NORTHERN SANTA FE RAILROAD;
11. NORTH 11° 45' 56" WEST, ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 72.25 FEET TO A POINT OF CURVATURE;
12. CONTINUING ON SAID EAST RIGHT OF WAY LINE, NORTHWESTERLY A DISTANCE OF 510.22 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1507.70 FEET, A CENTRAL ANGLE OF 19° 23' 21", A CHORD BEARING OF NORTH 21° 27' 37" WEST, AND A CHORD LENGTH OF 507.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION;
13. NORTH 00° 56' 39" WEST, ALONG SAID WEST LINE, A DISTANCE OF 781.54 FEET TO THE CENTER EAST SIXTEENTH CORNER OF SAID SECTION 34;
14. NORTH 89° 58' 06" WEST, ALONG THE SOUTH LINE OF THE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 34.78 FEET;
15. NORTH 28° 20' 52" WEST, A DISTANCE OF 1183.02 FEET;
16. NORTH 70° 09' 33" EAST, A DISTANCE OF 911.69 FEET TO A POINT ON THE WEST BOUNDARY OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID WEST BOUNDARY THE FOLLOWING FOUR (4) COURSES;
17. SOUTHEASTERLY A DISTANCE OF 249.04 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5620.00 FEET, A CENTRAL ANGLE OF 2° 32' 20", A CHORD BEARING OF SOUTH 24° 32' 33" EAST, AND A CHORD LENGTH OF 249.02 FEET;
18. SOUTH 25° 48' 43" EAST, A DISTANCE OF 455.32 FEET;
19. SOUTH 64° 11' 17" WEST, A DISTANCE OF 100.00 FEET;

20. SOUTH 25° 48' 43" EAST, A DISTANCE OF 745.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34;
21. SOUTH 89° 57' 34" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 512.07 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 34;
22. SOUTH 89° 29' 14" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1810.18 FEET TO THE POINT OF BEGINNING;

SAVING AND EXCEPTING THEREFROM

THOSE LANDS OCCUPIED AND CLAIMED BY THE UNION PACIFIC RAILROAD AS DEPICTED ON SHEET 5 OF 27 OF THE RIGHT OF WAY AND TRACK MAP OF THE DENVER AND RIO GRANDE RAILROAD, FIRST DIVISION, DATED JUNE 30, 1919 BEING SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO AND THAT SIXTY (60) FOOT WIDE RIGHT OF WAY FOR LIGGETT ROAD, BEING SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

SAID PARCEL CONTAINING A CALCULATED AREA OF 5,145,443 SQUARE FEET OR 118.123 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

EAST PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(PER TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, NUMBER 00506339-201-T21-ES, HAVING AN EFFECTIVE DATE OF MARCH 6, 2025)

PARCEL A:
THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.;
EXCEPT THE EASTERLY 55 FEET THEREOF DEEDED TO THE TOWN OF CASTLE ROCK BY INSTRUMENT RECORDED MARCH 27, 1985 IN BOOK 567 AT PAGE 182, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL B:
THE NORTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., LYING EAST OF INTERSTATE HIGHWAY 25, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL C:
THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL D:
THE SOUTHEAST ½ OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL E:
THE SOUTHEAST ¼, THE EAST ½ OF THE SOUTHWEST ¼, AND THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M.;

EXCEPT THE EASTERLY 55 FEET THEREOF DEEDED TO THE TOWN OF CASTLE ROCK BY INSTRUMENT RECORDED MARCH 27, 1985 IN BOOK 567 AT PAGE 182.

AND

EXCEPT THAT FEE PARCEL ACQUIRED BY DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY RULE AND ORDER, ORDER FOR DISBURSEMENT OF FUNDS, AND ORDER FOR RELEASE OF LIS PENDENS IN CIVIL ACTION 2009CV883, DISTRICT COURT, DOUGLAS COUNTY, RECORDED NOVEMBER 4, 2010 AT RECEPTION NO. 2010076348, COUNTY OF DOUGLAS, STATE OF COLORADO.

ABOVE LEGAL DESCRIPTION ALSO DESCRIBED AS FOLLOWS:
A PARCEL OF LAND LOCATED IN SECTION 1, TOWNSHIP 8 SOUTH, AND SECTIONS 35 AND 36, TOWNSHIP 7 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 36, BEING MONUMENTED BY A 2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "LS 6935", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 36, BEING MONUMENTED BY A 2 INCH DIAMETER ALUMINUM TUBE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "LS 6935", IS ASSUMED TO BEAR NORTH 0° 05' 27" EAST, A DISTANCE OF 2679.42 FEET. WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO.

THENCE NORTH 89° 51' 44" EAST, A DISTANCE OF 1318.81 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 36, AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING TWENTY-THREE (23) COURSES;
1. NORTH 89° 51' 44" EAST, A DISTANCE OF 3864.58 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FOUNDERS PARKWAY;
2. SOUTH 00° 13' 20" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2125.88 FEET TO THE NORTHEASTERN MOST CORNER OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 2010076348 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, AND ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING FOUR COURSES;

3. NORTH 73° 43' 24" WEST, A DISTANCE OF 67.75 FEET;
4. SOUTH 24° 44' 16" WEST, A DISTANCE OF 84.60 FEET
5. SOUTH 00° 00' 08" EAST, A DISTANCE OF 308.73 FEET;
6. NORTH 89° 59' 39" EAST, A DISTANCE OF 101.85 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID FOUNDERS PARKWAY, BEING THE SOUTHEASTERN MOST CORNER OF SAID PARCEL;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, THE FOLLOWING TWO (2) COURSES;

7. SOUTH 00° 13' 20" EAST, A DISTANCE OF 142.09 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36;
8. SOUTH 01° 11' 55" EAST, A DISTANCE OF 1340.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION ONE, BEING THE SOUTHEASTERN MOST CORNER OF THE PARCEL

HEREIN DESCRIBED;
9. SOUTH 89° 17' 31" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2588.82 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 1;
10. NORTH 01° 04' 11" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION ONE, A DISTANCE OF 1361.34 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 36;
11. SOUTH 89° 27' 39" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 2585.72 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36;
12. NORTH 89° 09' 02" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1348.09 FEET TO THE EAST SIXTEENTH CORNER COMMON TO SECTIONS 35 AND 2;
13. NORTH 01° 03' 36" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 662.52 FEET TO THE CENTER SOUTH SOUTHEAST 1/64TH CORNER OF SAID SECTION 35;
14. NORTH 89° 15' 24" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, TO THE SOUTHWEST CORNER THEREOF, A DISTANCE OF 1342.46 FEET;
15. NORTH 89° 15' 24" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 161.76 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FRONT STREET;

THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES;

16. NORTH 04° 58' 38" WEST, A DISTANCE OF 316.76 FEET;
17. NORTH 05° 23' 34" WEST, A DISTANCE OF 272.88 FEET;
18. NORTH 06° 01' 18" WEST, A DISTANCE OF 74.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
19. SOUTH 89° 19' 42" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 216.50 FEET TO THE CENTER SOUTH SIXTEENTH CORNER OF SAID SECTION 35;
20. SOUTH 89° 19' 15" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1336.37 FEET TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 35;
21. SOUTH 89° 19' 17" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1336.13 FEET TO THE SOUTH SIXTEENTH CORNER OF SECTIONS 35 AND 36;
22. NORTH 89° 39' 41" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1305.83 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 36;
23. NORTH 01° 00' 45" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 18,091,645 SQUARE FEET OR 415.327 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

PREPARED FOR:



JRW Family Limited
Liability Limited Partnership
1200 17th St, Suite 3000,
Denver, CO - 80202
303.587.0102

ENGINEERING:



3473 S Broadway,
Englewood, CO 80113
303.703.4444

LAND PLANNING:



PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233
720.259.8246

REVISIONS:

| NO. | REVISION DESCRIPTION | DATE |
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| 1 | REVISION 1 | 4/9/2025 |
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SHEET INFO:

PINE CANYON

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

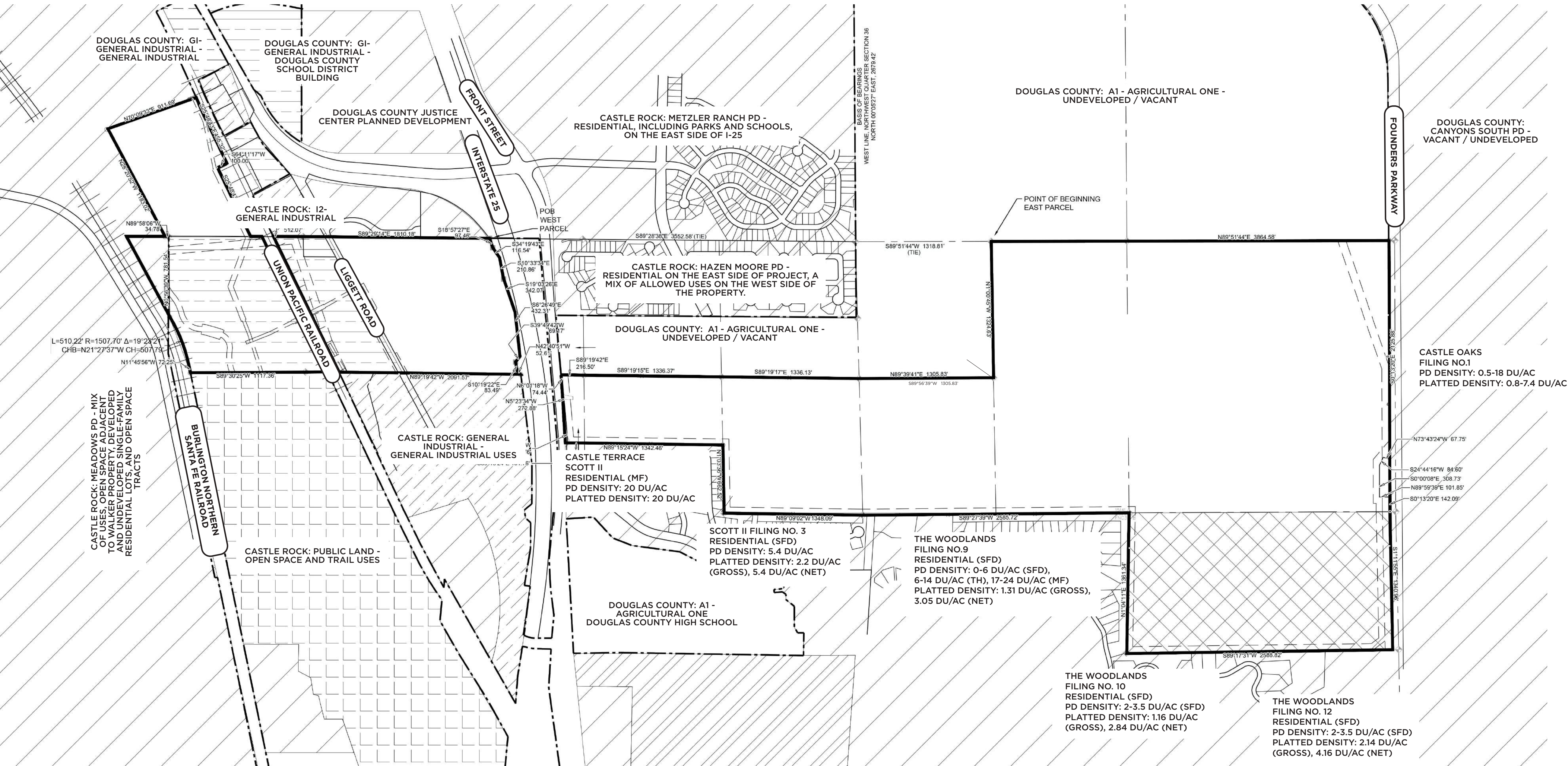
2025-02-19

2
OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

ADJACENT ZONING & LAND USE MAP

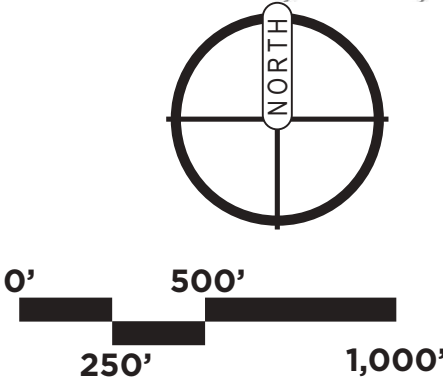


LEGEND

- TOWN OF CASTLE ROCK LIMITS
- PINE CANYON PLANNED DEVELOPMENT BOUNDARY
- CASTLE ROCK: PLANNED DEVELOPMENT - PD

- CASTLE ROCK: SINGLE FAMILY RESIDENTIAL - R1
- CASTLE ROCK: GENERAL INDUSTRIAL - I2
- CASTLE ROCK: PUBLIC LAND (OPEN SPACE) - PL

- DOUGLAS COUNTY: AGRICULTURAL - A1
- DOUGLAS COUNTY: RURAL RESIDENTIAL - RR
- DOUGLAS COUNTY: GENERAL INDUSTRIAL - GI



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SHEET INFO:

PINE CANYON
ADJACENT ZONING & LAND USE
MAP

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

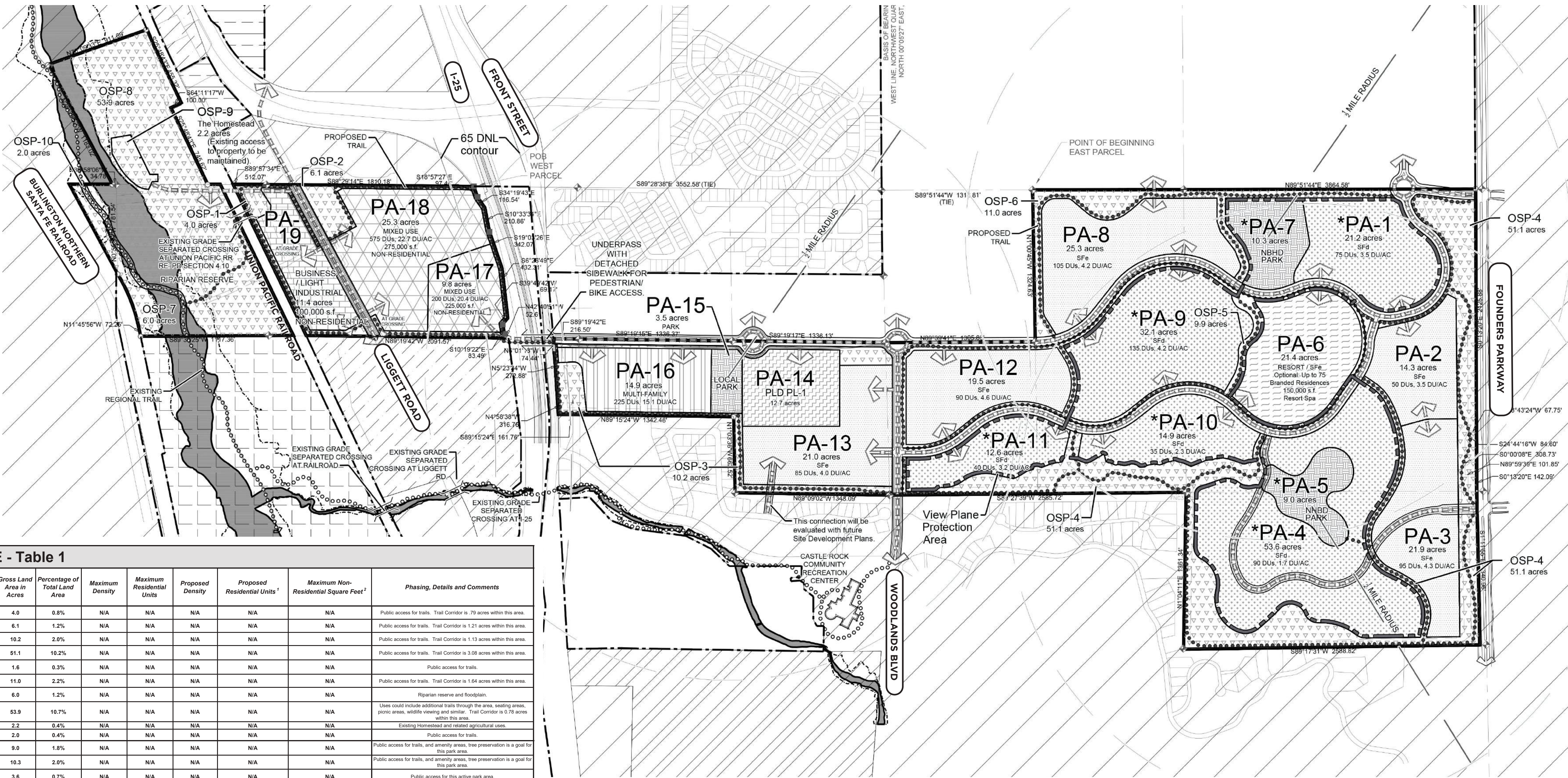
2025-02-19

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OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

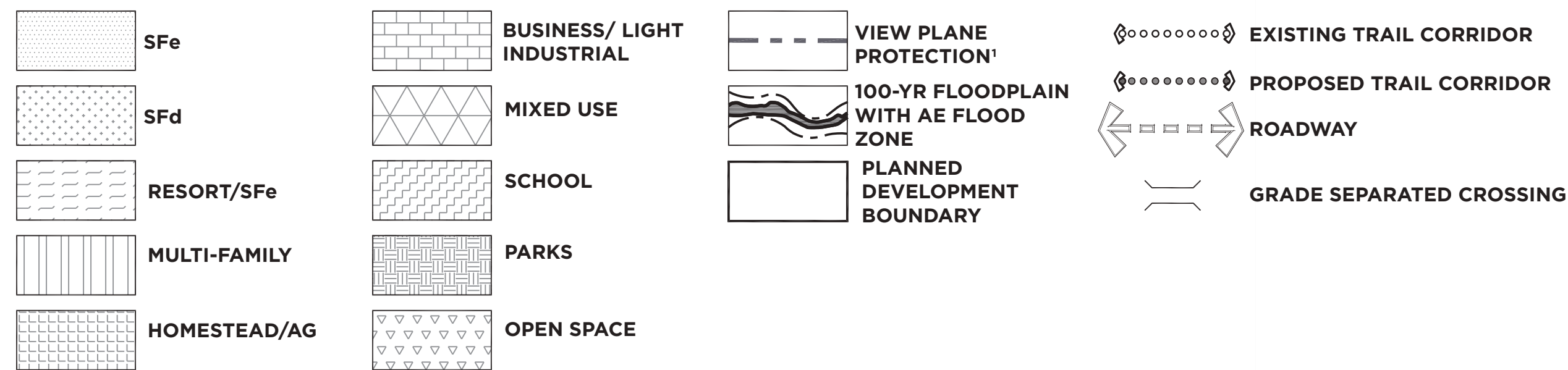
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AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

LAND USE PLAN OVERVIEW



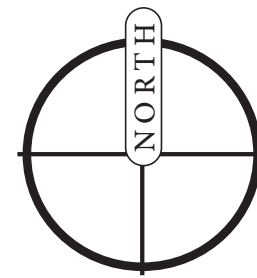
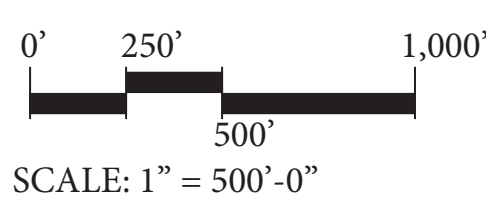
| PINE CANYON LAND USE - Table 1 | | | | | | | | | | |
|--------------------------------|---|---------------------------|--------------------------|-------------------------------|-----------------|---------------------------|------------------|--|--|--|
| Land Use Item | Planning Area Map Number | Permitted Principal Uses | Gross Land Area in Acres | Percentage of Total Land Area | Maximum Density | Maximum Residential Units | Proposed Density | Proposed Residential Units ¹ | Maximum Non-Residential Square Feet ² | Phasing, Details and Comments |
| Open Space Areas | OSP-1 | TRAILS, DETENTION | 4.0 | 0.8% | N/A | N/A | N/A | N/A | N/A | Public access for trails. Trail Corridor is .79 acres within this area. |
| | OSP-2 | TRAILS, DETENTION | 6.1 | 1.2% | N/A | N/A | N/A | N/A | N/A | Public access for trails. Trail Corridor is 1.21 acres within this area. |
| | OSP-3 | TRAILS, DETENTION | 10.2 | 2.0% | N/A | N/A | N/A | N/A | N/A | Public access for trails. Trail Corridor is 1.13 acres within this area. |
| | OSP-4 | TRAILS, DETENTION, BUFFER | 91.1 | 10.2% | N/A | N/A | N/A | N/A | N/A | Public access for trails. Trail Corridor is 3.08 acres within this area. |
| | OSP-5 | DETENTION, PLANTINGS | 1.6 | 0.3% | N/A | N/A | N/A | N/A | N/A | Public access for trails. |
| | OSP-6 | TRAILS, DETENTION | 11.0 | 2.2% | N/A | N/A | N/A | N/A | N/A | Public access for trails. Trail Corridor is 1.64 acres within this area. |
| | OSP-7 | RIPARIAN RESERVE | 6.0 | 1.2% | N/A | N/A | N/A | N/A | N/A | Riparian reserve and floodplain. |
| | OSP-8 | TRAILS, RIPARIAN RESERVE | 53.9 | 10.7% | N/A | N/A | N/A | N/A | N/A | Uses could include additional trails through the area, seating areas, picnic areas, wildlife viewing and similar. Trail Corridor is 0.78 acres within this area. |
| | OSP-9 | AGRICULTURE | 2.2 | 0.4% | N/A | N/A | N/A | N/A | N/A | Existing Homestead and related agricultural uses. |
| | OSP-10 | TRAILS | 2.0 | 0.4% | N/A | N/A | N/A | N/A | N/A | Public access for trails. |
| Park Areas | PA-5 | NEIGHBORHOOD PARKS | 9.0 | 1.8% | N/A | N/A | N/A | N/A | N/A | Public access for trails, and amenity areas, tree preservation is a goal for this park area. |
| | PA-7 | NEIGHBORHOOD PARKS | 10.3 | 2.0% | N/A | N/A | N/A | N/A | N/A | Public access for trails, and amenity areas, tree preservation is a goal for this park area. |
| | PA-15 | LOCAL PARK | 3.6 | 0.7% | N/A | N/A | N/A | N/A | N/A | Public access for this active park area. |
| | PA-1 | RESORT / Sfe | 21.4 | 4.3% | N/A | 75 DUs | N/A | UP TO 75 DUs | 150,000 SF | The two-hundred and twenty-five room hotel and full service spa facility will function as an anchor for the Pine Canyon community. In lieu of Hotel Rooms, up to 75 Branded Residences may be built conforming to the Sfe standards; however, the maximum number of dwellings, or non-residential square footage permitted in the PD shall not be exceeded. The square footage of the Hotel/Resort has been analyzed in the traffic report and water studies based on the two-hundred and twenty-five room hotel and full service spa facility because if developed as Branded Residences the use would be of a lesser impact. |
| Development Areas | PA-1 | Sfd | 21.2 | 4.2% | 4.5 DU/AC | 95 DUs | 3.5 DU/AC | 75 DUs | N/A | |
| | PA-2 | Sfe | 14.3 | 2.8% | 4.5 DU/AC | 64 DUs | 3.5 DU/AC | 50 DUs | N/A | |
| | PA-3 | Sfe | 21.9 | 4.4% | 8.0 DU/AC | 175 DUs | 4.3 DU/AC | 95 DUs | N/A | |
| | PA-4 | Sfd | 53.6 | 10.7% | 4.5 DU/AC | 241 DUs | 1.7 DU/AC | 90 DUs | N/A | |
| | PA-6 | RESORT / Sfe | 21.4 | 4.3% | N/A | 75 DUs | N/A | UP TO 75 DUs | 150,000 SF | |
| | PA-8 | Sfe | 25.3 | 5.0% | 8.0 DU/AC | 105 DUs | 4.2 DU/AC | 105 DUs | N/A | |
| | PA-9 | Sfd | 32.1 | 6.4% | 4.5 DU/AC | 135 DUs | 4.2 DU/AC | 135 DUs | N/A | |
| | PA-10 | Sfd | 14.9 | 3.0% | 4.5 DU/AC | 35 DUs | 2.3 DU/AC | 35 DUs | N/A | |
| | PA-11 | Sfd | 12.6 | 2.5% | 4.5 DU/AC | 40 DUs | 3.2 DU/AC | 40 DUs | N/A | |
| | PA-12 | Sfe | 19.5 | 3.9% | 8.0 DU/AC | 90 DUs | 4.6 DU/AC | 90 DUs | N/A | |
| | PA-13 | Sfe | 21.0 | 4.2% | 8.0 DU/AC | 85 DUs | 4.0 DU/AC | 85 DUs | N/A | |
| | PA-14 | PLD PL-1 | 12.7 | 2.5% | N/A | N/A | N/A | N/A | N/A ³ | |
| | PA-16 | Mfa | 14.9 | 3.0% | 24.0 DU/AC | 225 DUs | 15.1 DU/AC | 225 DUs | N/A | |
| | PA-17 | MIXED USE / Mfa | 9.8 | 1.9% | 24.0 DU/AC | 200 DUs | N/A | UP TO 200 DUs | 225,000 SF | Anticipated to include up to approximately 500,000 square feet of Office, Retail or Commercial Use Square Footage between PA-17 & PA-18. However, the maximum non-residential square footage permitted in the PD shall not be exceeded. ³ |
| | PA-18 | MIXED USE / Mfa | 25.3 | 5.0% | 24.0 DU/AC | 575 DUs | N/A | UP TO 575 DUs | 275,000 SF | |
| | PA-19 | BUSINESS/LIGHT INDUSTRIAL | 11.4 | 2.3% | N/A | N/A | N/A | N/A | 100,000 SF | Anticipated to include up to approximately 100,000 square feet of Business/Light Industrial Square Footage; however, the maximum non-residential square footage permitted in the PD shall not be exceeded. ³ |
| | Total Map Acreage (Total figures above) | | 502.9 | 100.0% | | | | MAXIMUM TOTAL RESIDENTIAL UNITS ¹ | MAXIMUM TOTAL NON-RESIDENTIAL SQUARE FEET ² | Notes: 1) The total # of residential units for the entire PD shall be limited to 1,800 units. The existing dwelling in OSP-9 shall not count toward the total unit count in the PD. 2) The total square feet of non-residential uses shall be limited to 600,000 square feet. Maximum square footage in the PD shall be measured in gross floor area as defined in the Town of Castle Rock Zoning Resolution as amended. 3) School square footage is not considered as part of the maximum non-residential square footage allowed in the PD. |
| ROW inside of property | | | 31.7 | | | | | 1800 DUs | 600,000 SF | |
| Total Property Acreage | | | 534.6 | | | | | | | |

LEGEND



NOTES:

- PLANNING AREAS WITH AN ASTERISK LIE WITHIN THE VIEW PLANE PROTECTION AREA. THE VIEW PLANE PROTECTION AREA DEVELOPMENT STANDARDS INCLUDE NO OVER-LOT GRADING (REFER TO DEVELOPMENT STANDARDS, SECTION GENERAL PROVISIONS #11).
- STREETS AND ACCESS POINTS ARE CONCEPTUAL IN NATURE.
- OWNER SHALL DEDICATE PUBLIC RIGHTS-OF-WAY (ROW) TO THE TOWN OF CASTLE ROCK AT NO COST TO THE TOWN OF CASTLE ROCK FOR PUBLIC ROADWAYS SHOWN ON THE PD AND PUBLIC ROADWAYS DEVELOPED IN SUBSEQUENT SUBMITTALS.



PREPARED FOR:



JRW Family Limited
Liability Limited Partnership
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303.703.4444

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SHEET INFO:

PINE CANYON LAND USE PLAN OVERVIEW

DRAWN BY:

CGR

DESIGNED BY:

JP

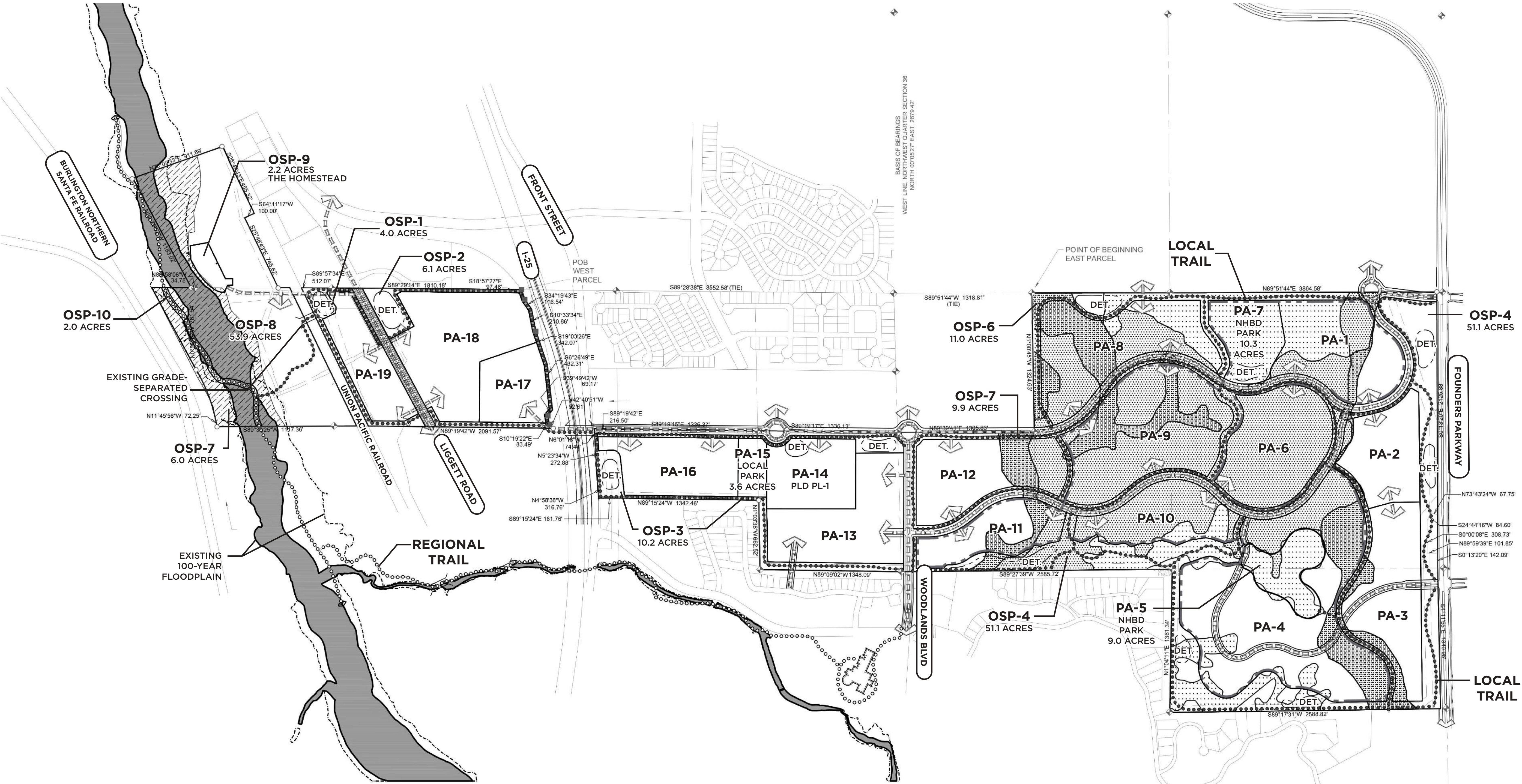
SUBMITTED ON:

2025-02-19

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AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

EXISTING CONDITIONS -
VEGETATION & RCZ



LEGEND

Ponderosa Pine

Oak - Pine

Oak

RCZ

VIEW PLANE PROTECTION

100-YR FLOODPLAIN WITH AE FLOOD ZONE

PLANNED DEVELOPMENT BOUNDARY

EXISTING TRAIL CORRIDOR

PROPOSED TRAIL CORRIDOR

ROADWAY

GRADE SEPARATED CROSSING

PREPARED FOR:

JRW Family Limited
Liability Partnership
1200 17th St, Suite 3000,
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303.587.0102

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SHEET INFO:

PINE CANYON
EXISTING CONDITIONS -
VEGETATION & RCZ

DRAWN BY:

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DESIGNED BY:

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SUBMITTED ON:

2025-02-19

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OF 16

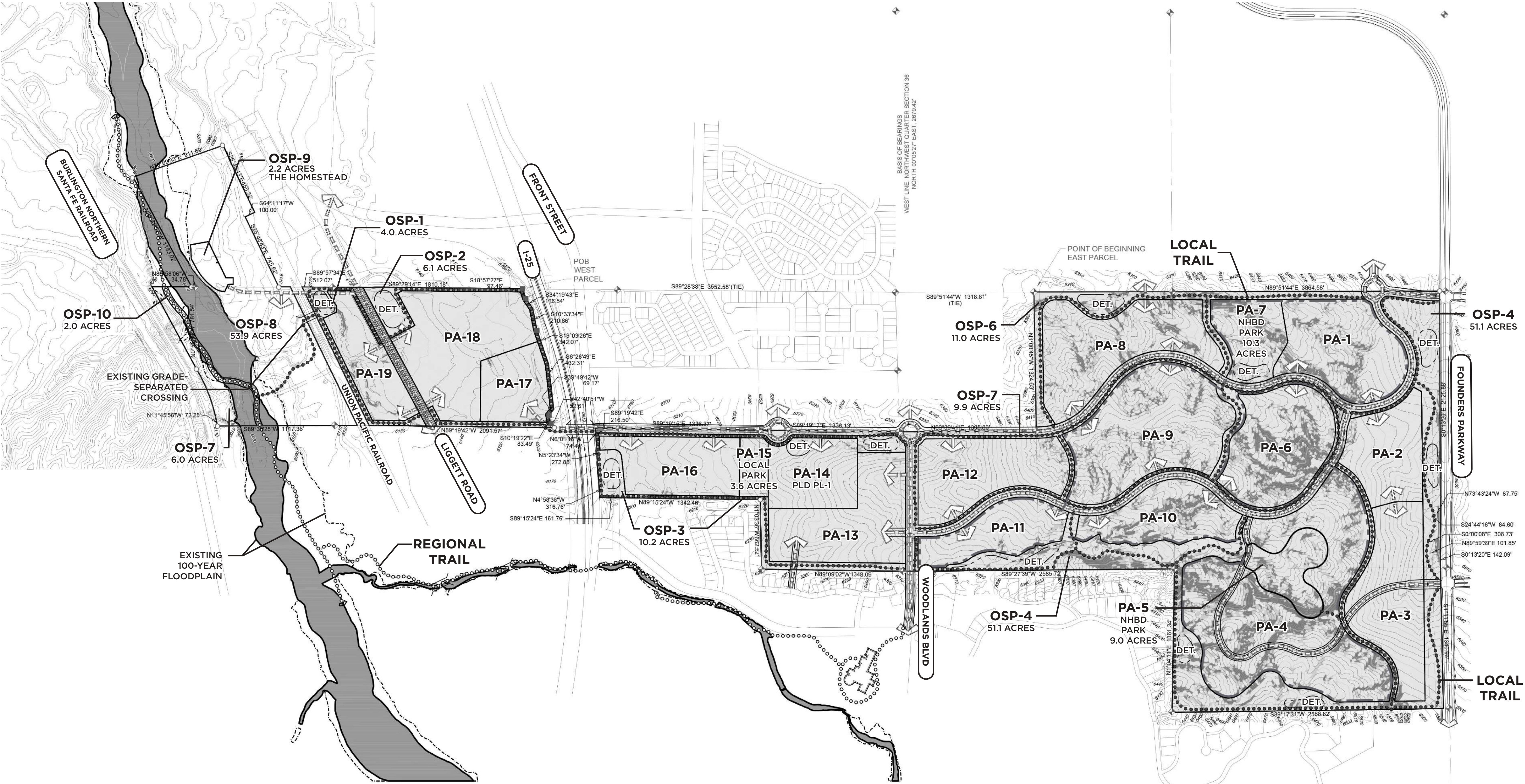
PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS
TOWN OF CASTLE ROCK PROJECT NO. PDP25-0003

105

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

EXISTING CONDITIONS -
SLOPE ANALYSIS



SLOPES > 25%

SLOPES 20% - 25%

SLOPES < 20%

VIEW PLANE PROTECTION

100-YR FLOODPLAIN WITH AE FLOOD ZONE

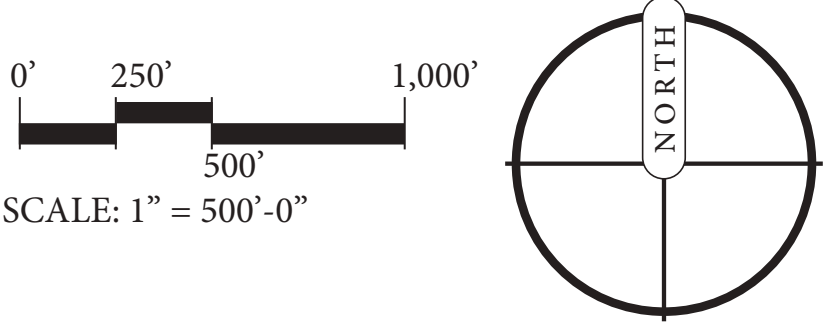
PLANNED DEVELOPMENT BOUNDARY

EXISTING TRAIL CORRIDOR

PROPOSED TRAIL CORRIDOR

ROADWAY

GRADE SEPARATED CROSSING



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PINE CANYON
EXISTING CONDITIONS -
SLOPE ANALYSIS

DRAWN BY:

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DESIGNED BY:

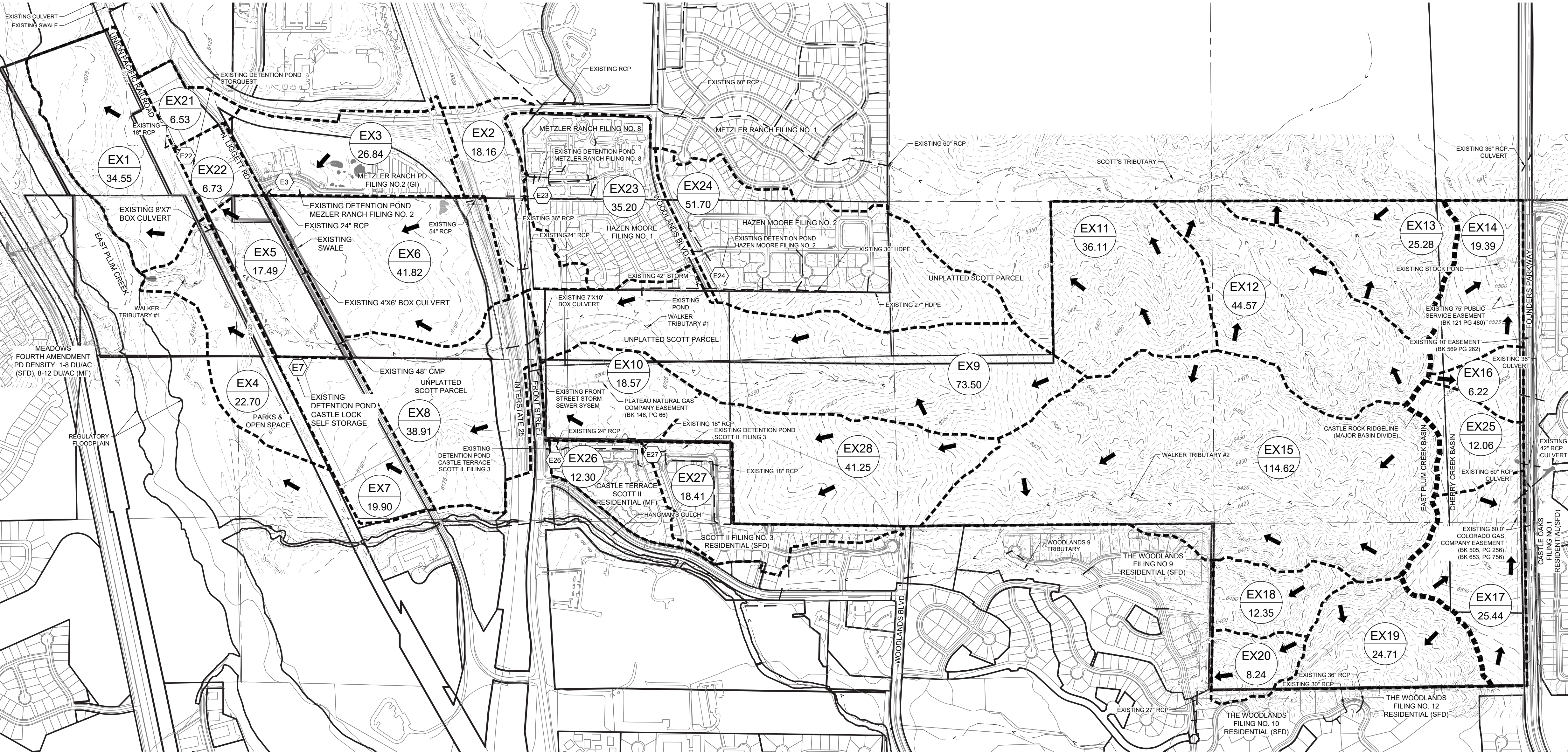
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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



LEGEND

XX
XX.XX BASIN DESIGNATION

▲ DIRECTIONAL FLOW ARROW

△ DESIGN COLLECTION POINT

PROPOSED POND DESIGNATION (APPROXIMATE LOCATION)

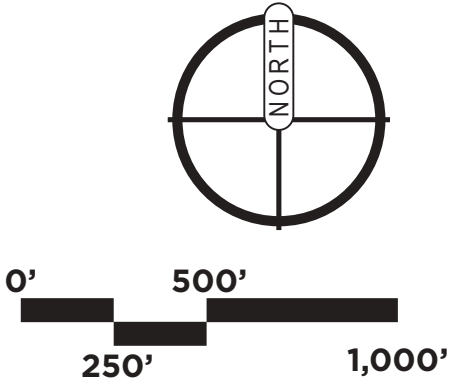
OVERALL PROPERTY BOUNDARY

MAJOR DRAINAGE BASIN BOUNDARY

MINOR DRAINAGE BASIN BOUNDARY

CHANNEL FLOWLINE & FLOW DIRECTION

PLANNING AREA (PA) BOUNDARY



PREPARED FOR:



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PINE CANYON
EXISTING DRAINAGE PATTERNS &
BASIN LOCATIONS

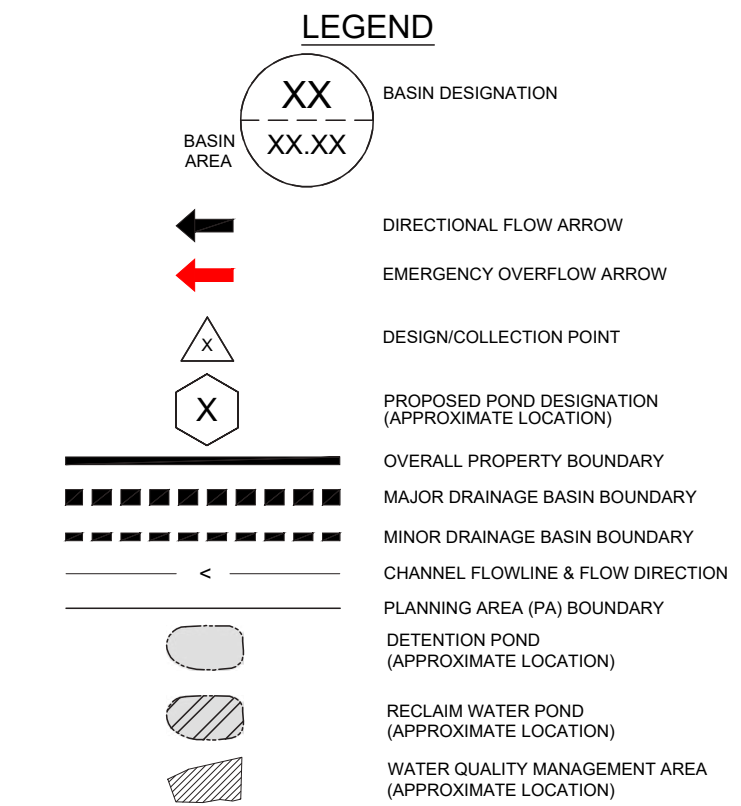
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SUBMITTED ON:
2025-02-19

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OF 16

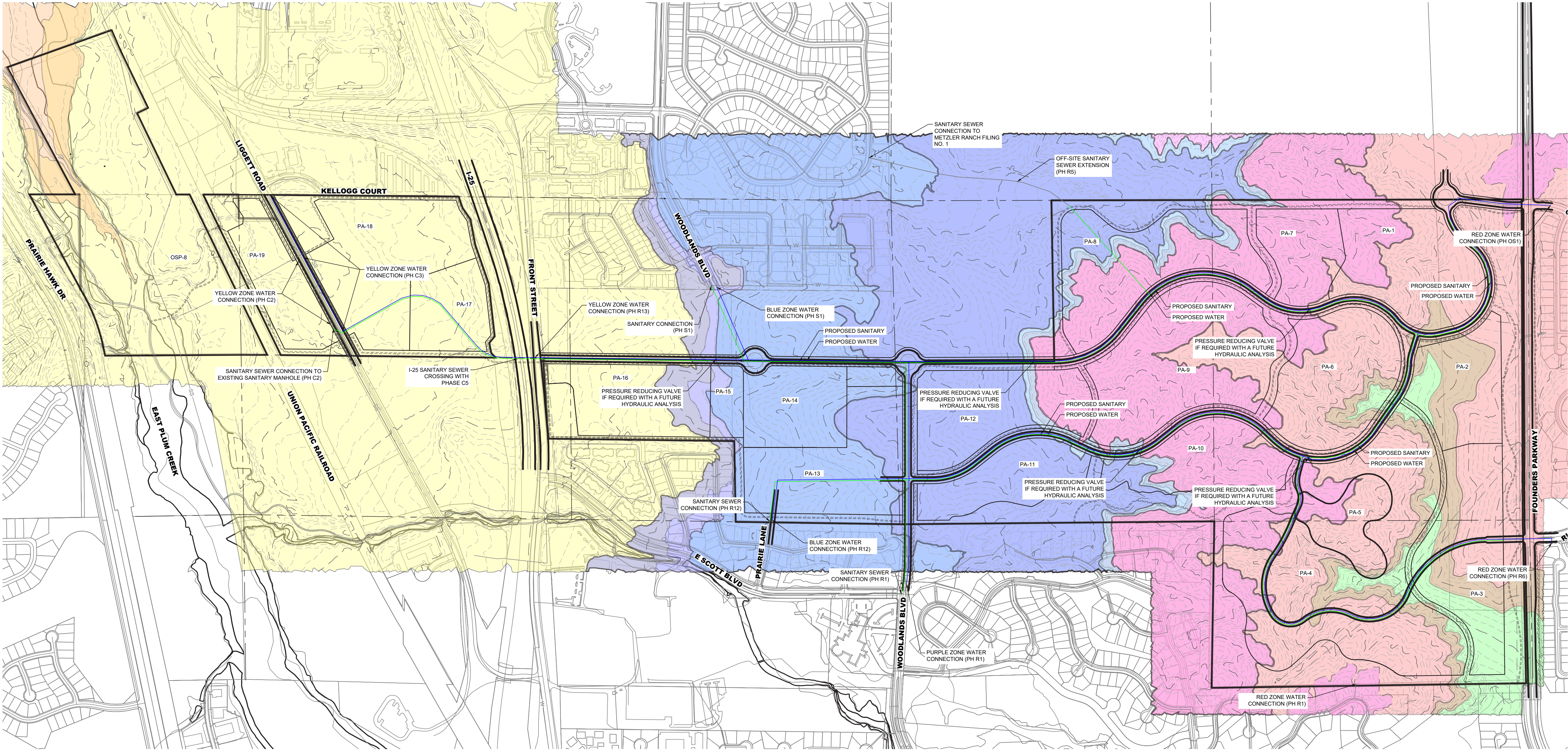
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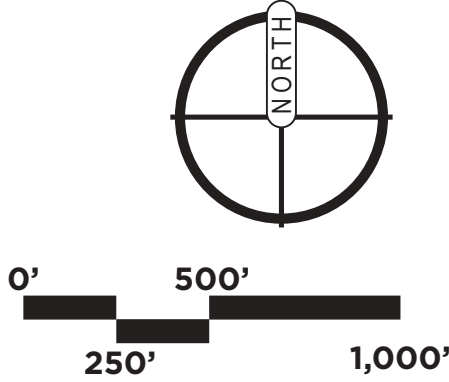
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OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



- LEGEND
- ORANGE PRESSURE ZONE 1 - 5915' TO 6072'
 - YELLOW PRESSURE ZONE 2 - 6065' TO 6230'
 - BLUE-EAST PRESSURE ZONE 3A - 6221' TO 6389'
 - BLUE-WEST PRESSURE ZONE 3B - 6236' TO 6399'
 - PURPLE PRESSURE ZONE 4 - 6308' TO 6474'
 - RED PRESSURE ZONE 5 - 6393' TO 6557'
 - GREEN PRESSURE ZONE 6 - 6537' TO 6700'
 - PROPOSED SANITARY
 - PROPOSED WATER
 - PROPOSED TRAIL
 - PROPOSED ROADWAY



PREPARED FOR:



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SHEET INFO:

PINE CANYON
PRELIMINARY UTILITY PLAN

DRAWN BY:
CGR

DESIGNED BY:
JP

SUBMITTED ON:
2025-02-19

9
OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

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OSP & PARK DEDICATION TABLE

| | Prep & Approval of Plan | Construction Timing | Construction Responsibility | Maintenance Responsibility | Ownership |
|----------------------------|---|---|--|---|---|
| Neighborhood / Local Parks | At the time of Site Development Plan and/or Subdivision, or applicable Town process of the areas within which the Park is located. | With adjacent infrastructure construction, or such time as required by the Subdivision Improvement Agreement. | Construction shall be the responsibility of the appropriate Special District, their successors or assigns. | Maintenance shall be the responsibility of the appropriate Special District, their successors or assigns. | Town of Castle Rock, Special District, Homeowners Association or other entity to which decisions are made as required by the Site Development Plan and Subdivision Improvement Agreement. |
| Local Trails | At the time of Site Development Plan and/or Subdivision, or applicable Town process of the areas within which the Local Trail is located. | With adjacent infrastructure construction, or such time as required by the Subdivision Improvement Agreement. | Construction shall be the responsibility of the appropriate Special District, their successors or assigns. | Maintenance shall be the responsibility of the appropriate Special District, their successors or assigns. | Town of Castle Rock, Special District, Homeowners Association or other entity to which decisions are made as required by the Site Development Plan and Subdivision Improvement Agreement. |
| Open Space | At the time of Site Development Plan and/or Subdivision, or applicable Town process of the areas within which the Open Space is located. | With adjacent infrastructure construction, or such time as required by the Subdivision Improvement Agreement. | Construction shall be the responsibility of the appropriate Special District, their successors or assigns. | Maintenance shall be the responsibility of the appropriate Special District, their successors or assigns. | Town of Castle Rock, Special District, Homeowners Association or other entity to which decisions are made as required by the Site Development Plan and Subdivision Improvement Agreement. |

DEDICATION REQUIREMENTS

| Pine Canyon PDP with reductions to not exceed 1800 homes and 600K non-residential | SF Residential | | MF Residential | | Mixed Retail, Office, or Industrial Allowed Uses* | | Retail | | Office | | Industrial | | Totals |
|---|----------------|-----------|----------------|----------|---|------------|--------|------|--------|------|------------|------------|----------|
| | ac/du | 800 du | ac/du | 1000 du | ac/ac | 11.48 ac | ac/ac | 0 ac | ac/ac | 0 ac | ac/ac | 2.30 ac | |
| Neighborhood Park | 0.006 | 4.8 ac | 0.0039 | 3.9 ac | | | | | | | | | 8.70 ac |
| Community Park | 0.018 | 14.4 ac | 0.0117 | 11.7 ac | 0.042 | 0.48209 ac | | | | | 0.02 | 0.04591 ac | 26.63 ac |
| Water Facilities Land | 0.0041 | 3.28 ac | 0.0027 | 2.7 ac | 0.0123 | 0.14118 ac | | | | | 0.0123 | 0.02824 ac | 6.15 ac |
| Fire Station Land | 0.00012 | 0.096 ac | 0.00012 | 0.12 ac | 0.00183 | 0.02101 ac | | | | | 0.00183 | 0.0042 ac | 0.24 ac |
| Police Station Land | 0.000041 | 0.0328 ac | 0.000026 | 0.026 ac | 0.00049 | 0.00562 ac | | | | | 0.00009 | 0.00021 ac | 0.06 ac |
| Own Administrative Land | 0.00015 | 0.12 ac | 0.000093 | 0.093 ac | 0.0018 | 0.02066 ac | | | | | 0.0009 | 0.00207 ac | 0.24 ac |
| Subtotal = | | 22.73 ac | | 18.54 ac | | 0.67 ac | | | | | | 0.081 ac | 42.02 ac |
| | | | | | | | | | | | | | TOWN PLD |

TOTAL DEDICATION

| | |
|--|-------|
| Total PLD = (includes School & Town PLD) | 62.58 |
|--|-------|

| Residential Product Type | # of Dwelling Units | Density (DU's per Acre) | Student Generation Factor | | | Student Generation | | | School Land Dedication | | | |
|--------------------------|---------------------|-------------------------|---------------------------|------------|-------------|--------------------|------------|-------------|-----------------------------|------------|-------------|--------------------------------|
| | | | Grades K-6 | Grades 7-8 | Grades 9-12 | Grades K-6 | Grades 7-8 | Grades 9-12 | Grades K-6 | Grades 7-8 | Grades 9-12 | Total School Land Ded. (acres) |
| IF Higher DU | 575 | 22.0 + | 0.05 | 0.008 | 0.017 | 28.75 | 4.6 | 9.775 | 0.018 | 0.030 | 0.030 | |
| IF Mid DU | 200 | 15.1 - 22.0 | 0.07 | 0.03 | 0.05 | 14 | 6 | 10 | | | | |
| IF | 225 | 12.1 - 15.0 | 0.17 | 0.05 | 0.11 | 38.25 | 11.25 | 24.75 | acres per student generated | | | |
| FA/Cluster | 0 | 8.0 | 0.26 | 0.08 | 0.16 | 0 | 0 | 0 | | | | |
| FD | 710 | 2.1 - 5.0 | 0.48 | 0.14 | 0.28 | 340.8 | 99.4 | 198.8 | | | | |
| Low Density SFD | 90 | 0.51 - 2.0 | 0.52 | 0.15 | 0.29 | 46.8 | 13.5 | 26.1 | | | | |
| Subtotal = | | | | | | 468.60 | 134.75 | 269.43 | 8.4348 | 4.0425 | 8.08275 | 20.56 |

PINE CANYON PARKS & OPEN SPACE - Table 2

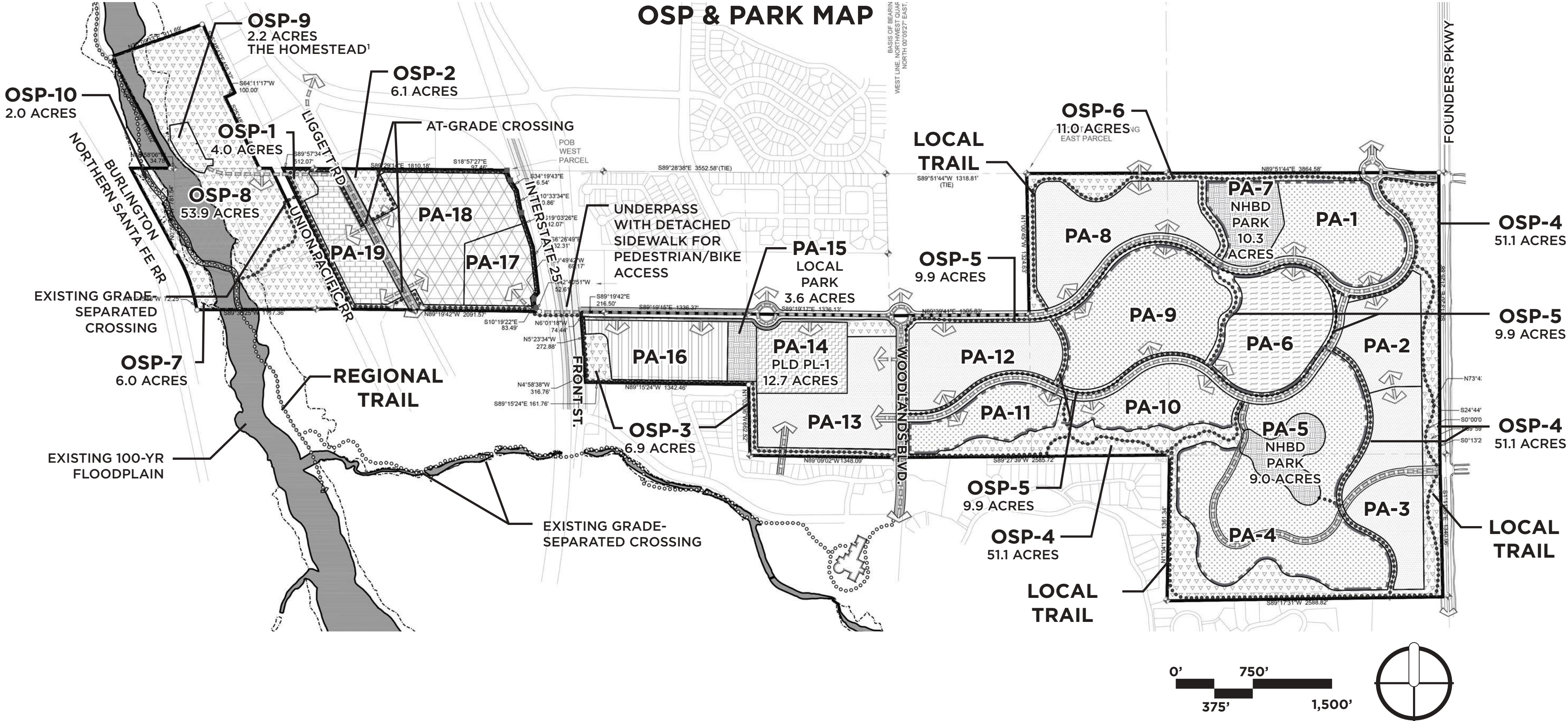
| Town PLD Dedication Requirements (from chart above) | | | |
|--|-------------------------------|---------------------------------|-----------------------|
| | Neighborhood Park Requirement | Community Park Requirement | Other PLD Requirement |
| Total Town PLD Requirement (in acres) | 8.7 | 26.6 | 6.7 |
| Open Space Dedication Requirements (OS) | | | |
| 20% of gross site area | 106.9 | | |
| Proposed Parks, Open Space, and Trails | | | |
| | Proposed Acres | | Required Acres |
| Total Local Parks | 3.6 | Total Proposed Parks Acres | N/A |
| Total Neighborhood Parks | 19.3 | 22.9 | 8.7 |
| Total Private Open Space/Riparian Reserve/Homestead ¹ | 62.1 | Total Proposed Open Space Acres | 106.9 |
| Total Public Open Space | 86.0 | 148.1 | |
| Total Parks & Open Space ² | 171.0 | | 32% of Total Site |

Notes:
1) Per the Development Agreement, this area may at some point be owned by the Town if the agriculture use is discontinued and it may become public space.
2) At time of Site Development Plan, it is anticipated that each planning area will add additional open space, typically in buffers or internal trail connection points, and may have additional pocket parks. Multifamily/townhome areas may count their common open space and recreational amenities as open space, per 17.32.050.B.9. These will be added to the overall PD area's open space and park totals.

LEGEND

| | | | |
|---------------|-------------------------|--------------------------------------|--------------------------|
| SFe | BUSINESS/ LT INDUSTRIAL | VIEW PLANE PROTECTION | EXISTING TRAIL CORRIDOR |
| SFd | MIXED USE | 100-YR FLOODPLAIN WITH AE FLOOD ZONE | PROPOSED TRAIL CORRIDOR |
| RESORT/SFe | SCHOOL | PLANNED DEVELOPMENT BOUNDARY | ROADWAY |
| MULTI-FAMILY | PARKS | | GRADE SEPARATED CROSSING |
| HOMESTEAD/ AG | OPEN SPACE | | |

OSP & PARK MAP



PREPARED FOR:



JRW Family Limited Liability Partnership
1200 17th St, Suite 3000,
Denver, CO - 80202
303.587.0102

ENGINEERING:



3473 S Broadway,
Englewood, CO 80113
303.703.4444

LAND PLANNING:



PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233
720.259.8246

REVISIONS:

| NO. | DATE | REVISION DESCRIPTION |
|-----|----------|----------------------|
| 1 | 4/9/2025 | REVISION 1 |
| 2 | | |
| 3 | | |
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| 6 | | |

SHEET INFO:

PINE CANYON
OPEN SPACE AND PARK PLAN AND
DEDICATION TABLE

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2025-02-19

10
OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

GENERAL PROVISIONS :

1 Applicability:
The provisions of this Development Plan shall run with the land. The landowners, their successors, heirs, or assigns shall be bound by this Development Plan, as amended and approved by the Town Council.

2 Relationship to Town of Castle Rock Regulations:
The provisions of this Development Plan shall prevail and govern the development of the Pine Canyon Planned Development, provided, however, that where the provisions of this Development Plan do not address a particular subject, the relevant provisions of the Town of Castle Rock Municipal Code, as amended, or any other applicable resolutions or regulations of Town of Castle Rock Municipal Code, shall be applicable.

3 Conflict:
Where there is more than one provision within the Development Plan that covers the same subject matter, the provision which is most restrictive or imposes higher standards or requirements shall govern unless determined otherwise by the Director of Community Development.

4 Maximum Level of Development:
The total number of dwellings or the total commercial, business, or industrial intensity approved for development within the Planning Areas is the maximum development requested for platting or construction. The actual number of dwellings or level of development for commercial, business, or industrial properties may be less due to subdivision or site improvement plan requirements, land carrying capacity, or other requirements.

5 Density Transfers:
So long as the maximum number of Dwelling Units within the entire Property does not exceed the maximum number of Dwelling Units permitted within the Property as set forth on Table 1, the overall density and the total number of Dwelling Units permitted within any individual Planning Area may be increased by the transfer of Dwelling Unit density from one Planning Area to another Planning Area, up to 20% of the total number of Dwelling Units specified for such receiving Planning Area in Table 1.

6 Project Tracking:
To assure maximum level of development is not exceeded, the applicant shall submit a summary of the total development to date with each final plat or site improvement plan in a form acceptable to the Town of Castle Rock.

7 Interpretation:
When used in this Development Plan, the term “shall” indicates a mandatory provision and each of the terms “should” and “may” indicates a permissive provision that is not mandatory.

8 Exemption from Skyline/Ridgeline Title 17.48:
The entire Pine Canyon Planned Development is exempt from the Skyline/Ridegeline Title 17.48. Instead, the development shall adhere to the “View Plane Protection Area” with specific standards that are intended to preserve natural site features, vegetation, topography and view planes. Planning Areas 1, 4, 5, 7, 9, 10, and 11 are designated as a View Plane Protection Area. This designation mandates the following restrictions:

- i. Planning Areas in the View Plane Protection Area shall not be overlot graded, except to provide for necessary roadway infrastructure.
- ii. Overlot grading may be limited to reduce impact to existing trees, significant vegetation, and natural geologic conditions.
- iii. Overlot grading plans shall be designed, submitted and accepted per the Town of Castle Rock permit shall be obtained prior to the commencement of any grading operation.
- iv. Permanent buildings shall not be constructed greater than 35 feet in height in the View Plane Protection Area.
- v. Specific Design Guidelines shall be developed and enforced by a Title 32 Metro District, its successors or assigns, for Planning Areas within the View Plane Protection area regarding siting and building design techniques to create a community which blends into the natural environment.

DEVELOPMENT STANDARDS :

A. Residential (SFd) - PA-1, 4, 9, 10, 11

1. Intent

Provide for Residential Development allowing for a variety of Single Family Detached Dwelling Units, and Accessory Uses at no more than 4.5 Dwelling Units per acre.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. A temporary sales and marketing center developed to showcase a variety of builders and housing types within a limited area.
- c. Temporary model home and construction trailer sales office.
- d. Community information center and kiosks.
- e. Detached private garages (1,200 sq. ft. maximum).
- f. Accessory Uses, incidental to the Principal Use

- or Building, including but not limited to: storage sheds, private greenhouses, radio or T.V. antennas, T.V. satellite dishes, and private facilities for the keeping of common household pets (ie dog house, or dog run, for example), refer to Castle Rock Municipal Code, Title 6, as amended.
- g. Open Space.
- h. Public or Private parks, playgrounds and recreational facilities including, but not limited to tennis courts, swimming pools and multipurpose trails.
- i. Places of religious assembly.
- j. Utility facilities.
- k. Fire & Police facilities.

3. Uses Permitted by Special Review

- a. Community centers, libraries and museums.
- b. Child Care Centers.

4. Development Standards

- a. Maximum Density. The Maximum Density shall be up to four and a half (4.5) Dwelling Units per acre for the SFd Planning Areas, gross planning area density is specified in the Pine Canyon Land Use – Table 1 land use chart.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFd residential Planning Area are specified in the Pine Canyon Land Use – Table 1 land use chart for each individual Planning Area. The total number of Dwelling Units for the entire PD shall not exceed 1,800 units.
- c. Building Setback:

| Single Family Detached Unit (from property line) | | |
|--|---|-------------------------------|
| Front/Street | - | 15’ to porch or exterior wall |
| | - | 20’ to garage face |
| Sides | - | 5’ |
| Sides | - | 15’ from ROW on corner lot |
| Rear | - | 20’ |

| Accessory Uses (from property line) | | |
|-------------------------------------|---|---------------------------|
| Front/Street | - | 30’ |
| Side | - | 5’ interior, 15’ from ROW |
| Rear | - | 5’ |

| Non-residential Land Uses (from property line) | | |
|---|---|-----|
| Front/Street | - | 20’ |
| Side | - | 10’ |
| Side from ROW on corner lot | - | 20’ |
| Rear | - | 20’ |
| Distance to SF (attached or detached) residential lot | - | 25’ |

- d. Building Separation. The minimum building separation shall be the greater of:
 - i) ten (10) feet for Single Family Detached residential Buildings and twenty (20) feet for other Principal Buildings located within SFd Land Use Planning Areas, or

- ii) shall be governed by the applicable building code.
- e. Building Height. No residential Buildings within SFd Planning Areas shall exceed thirty-five (35) feet in height. Accessory uses shall have a maximum height of 20’.
- f. Minimum Lot Sizes. The minimum lot sizes in SFd residential Planning Areas shall be forty five hundred (4,500) square feet for a Single Family Detached Homes. There shall be no minimum lot size for non-residential uses.
- g. Transition to Adjacent Development. Pine Canyon shall match or exceed the lot size within 300’ of any existing adjacent Single Family Dwelling property line along the southern property boundary.
- h. Parking. Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended shall apply.
- i. Lighting. Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- j. Fencing. Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.
- k. Landscaping. Town of Castle Rock Landscape and Irrigation Criteria Manual, as amended, shall apply.
- l. Transition to Adjacent Development. Pine Canyon shall match or exceed the lot size within 300’ of any existing adjacent Single Family Dwelling Unit along the southern property boundary.
- m. Signage. Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

5. View Plane Protection Area.

- a. Planning Areas 1, 4, 9, 10, and 11 are designated as a View Plane Protection Area.
- b. Refer to the criteria and developmental standards in Section 8 of the General Provision

B. Residential (SFe) - PA-2, 3, 8, 12, 13

1. Intent

Provide for Residential Development allowing for a variety of Single Family Detached Dwelling Units, Duplex Dwelling Units, Single Family Attached (Townhome), and Accessory Uses at no more than 8.0 Dwelling Units per acre.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Duplex.
- c. Townhome Dwelling Units including Single Family Attached, not to exceed 6 units per building.
- d. A temporary sales and marketing center developed to showcase a variety of builders and housing types within a limited area.
- e. Temporary model home and construction trailer sales office.
- f. Community information center and kiosks.

PREPARED FOR:



JRW Family Limited
Liability Limited Partnership
1200 17th St, Suite 3000,
Denver, CO - 80202
303.587.0102

ENGINEERING:



3473 S Broadway,
Englewood, CO 80113
303.703.4444

LAND PLANNING:



PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233
720.259.8246

REVISIONS:

| NO. | REVISION DESCRIPTION | | DATE | |
|-----|----------------------|--|----------|--|
| | REVISION 1 | | 4/9/2025 | |
| 1 | | | | |
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SHEET INFO:

PINE CANYON
DEVELOPMENT STANDARDS

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2025-02-19

11
OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

- g. Detached private garages (750 sq. ft. maximum).
- h. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, radio or T.V. antennas, T.V. satellite dishes, and private facilities for the keeping of common household pets (ie dog house, or dog run, for example), refer to refer to Castle Rock Municipal Code Title 6, as amended.
- i. Open Space.
- j. Public or Private parks, playgrounds and recreational facilities including, but not limited to, tennis courts, swimming pools and multipurpose trails.
- k. Places of religious assembly.
- l. Religious schools.
- m. Private schools and related administrative facilities for elementary and secondary education.
- n. Utility facilities.
- o. Fire & Police facilities.
- p. Group Care Facilities.

3. Uses Permitted by Special Review

- a. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
- b. Child Care Centers.

4. Development Standards

- a. Maximum Density. The Maximum Density shall be up to eight (8.0) Dwelling Units per acre for the SFe Planning Areas, gross planning area density is specified in the Pine Canyon Land Use – Table 1 land use chart.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFe residential Planning Area are specified in the Pine Canyon Land Use – Table 1 land use chart for each individual Planning Area. The total number of Dwelling Units for the entire PD shall not exceed 1,800 units.
- c. Cluster Development. Patio homes, Townhome dwelling units, or duplex dwelling units where a reduction in lot size results in additional parcel open space that will not be available for future development shall be permitted.
- d. Building Setback: The minimum setbacks in SFe residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

- Single Family Detached Unit (from property line)**
- Front/Street - 15' to porch or exterior wall
- Sides - 20' to garage face
- Sides - 5'
- Sides - 15' from ROW on corner lot
- Rear - 5'
- Rear - 20'
- (alley condition)- 10' from alley to garage face

- Patio Home Dwelling Unit (from property line)**
- Front/Street - 15'
- Sides - 20' to garage face
- Sides - 5'
- Sides - 15' from ROW on corner lot
- Rear - 5'
- Rear - 15'
- (alley condition)- 10' from alley to garage face

- Duplex Dwelling Unit (from property line)**
- Front/Street - 15'
- Sides - 20' to garage face
- Sides - 0' on common wall, 5' on other side
- Sides - 15' from ROW on corner lot
- Rear - 10'
- Rear - 10'
- (alley condition)- 10' from alley to garage face

- Townhome Dwelling Unit (from property line)**
- Front/Street - 15' (Principal Building)
- Sides - 20' to garage face
- Sides - 15' from ROW on corner lot
- Sides - 0' from other property lines & lots with common walls
- Rear - 10'
- Rear - 10'
- (alley condition)- 10' from alley to garage face

- Accessory Uses (from property line)**
- Front/Street - 30'
- Side - 5' interior, 15' from ROW
- Rear - 5'

- Non-residential Land Uses (from property line)**
- Front/Street - 20' Building
- Side - 10'
- Side from ROW on corner lot - 20'
- Rear - 20'
- Distance to SF (attached or detached) residential lot - 25'

- e. Building Separation. The minimum building separation shall be the greater of ten (10) feet for all Residential Buildings, and twenty (20) feet for other Principal Non-Residential Buildings located within each SFe Land Use Planning Area, or shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within SFe Planning Areas shall exceed thirty-five (35) feet in height, accessory uses shall have a maximum height of 20'.

- g. Minimum Lot Sizes. The minimum lot sizes for detached homes in SFe Planning Areas shall be:
- Three thousand five hundred (3,500) square feet for Single Family Detached Homes
 - Two thousand (2,000) square feet for Duplex
 - Two thousand (2,000) square feet for Patio Home
 - One thousand two hundred (1,200) square feet for Townhome Dwelling Units
 - There shall be no minimum lot size for non-residential uses.
- h. Transition to Adjacent Development. Pine Canyon shall match or exceed the lot size within 300' of any existing adjacent Single Family Dwelling property line along the southern property boundary.
- i. Parking. Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended, shall apply.
- j. Lighting. Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- k. Fencing. Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.
- l. Landscaping. Town of Castle Rock Landscape and Irrigation Criteria Manual, as amended, shall apply.
- m. Transition to Adjacent Development. Pine Canyon shall match or exceed the lot size within 300' of any existing adjacent Single Family Dwelling Unit along the southern property boundary.
- n. Signage. Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

C. Residential (MFa) - PA-16

1. Intent

Provide for Residential Development allowing for a variety of Multi-family/Condominium Units at no more than 24 Dwelling Units per acre.

2. Uses Permitted by Right

- a. Multi-family for rent, Condominium for sale, with household pets being permitted.
- b. Assisted and/or Independent Living.
- c. A temporary sales and marketing center.
- d. Attached or detached private garages.
- e. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, radio or T.V. antennas, T.V. satellite dishes, swimming pools for residents of multi-family buildings.
- f. Open Space.
- g. Public or Private parks, playgrounds and recreational facilities including, but not limited to, tennis courts, public swimming pools and multipurpose trails.
- h. Places of religious assembly.
- i. Utility facilities.
- j. Fire & Police facilities.
- k. Parking for PA-17.
- l. Group Care Facilities.

3. Uses Permitted by Special Review

- a. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
- b. Child Care Centers.

4. Development Standards

- a. Maximum Density. The Maximum Density shall be up to twenty four (24) Dwelling Units per acre for the MFa Planning Areas, gross planning area density is specified in the Pine Canyon Land Use – Table 1 land use chart.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within the MFa residential Planning Areas are specified in the Pine Canyon Land Use – Table 1 land use chart for each individual Planning Area. The total number of Dwelling Units for the entire PD shall not exceed 1,800 units.
- c. Building Setback.

Multi-Family and Condominium (from property line)

- Front/Street - 15' to front porch or exterior face of residence, upper level balconies may not encroach into setback.
- Sides - 20' to garage face
- Sides - 10'
- Sides - 15' from ROW on corner lot
- Rear - 10'
- Rear (from alley or drive lane condition) - 5'

Accessory Uses (from property line)

- Front/Street - 20'
- Side - 5' interior, 15' from ROW
- Rear - 15'

Non-residential Land Uses (from property line)

- Front/Street - 20'
- Side - 10'
- Side from ROW on corner lot - 20'
- Rear - 20'
- Distance to SF (attached or detached) residential lot - 25'

- d. Building Separation. The minimum building separation shall be the greater of:
- i) twenty (20) feet for Principal Buildings located within each MFa Planning Area, or
 - ii) shall be governed by the applicable building code.
- e. Building Height. No residential Buildings within MFa Planning Areas shall exceed forty (40) feet in height.
- f. Minimum Lot Size. There shall be no minimum lot size.

PREPARED FOR:



JRW Family Limited
Liability Limited Partnership
1200 17th St, Suite 3000,
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303.587.0102

ENGINEERING:



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| 1 | 4/9/2025 | REVISION 1 |
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SHEET INFO:

PINE CANYON
DEVELOPMENT STANDARDS

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2025-02-19

12
OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

- g. Parking. Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended shall apply.
- h. Lighting. Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- i. Fencing. Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.
- j. Landscape. Town of Castle Rock Landscape and Irrigation Criteria Manual, as amended, shall apply.
- k. Signage. Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

D. Mixed Use (MU) - PA-17

1. Intent

To provide the opportunity for a multi-modal transportation hub to serve pedestrian, bicycle, vehicle, and mass transit transportation needs while integrating, horizontally and vertically, a broad range of retail goods and services, business and professional services with Multi-family residential development to sustain a transit-oriented development.

2. Uses Permitted by Right

- a. Principal Uses
- a. bank/financial institution, may include drive through option
 - b. bar/lounge
 - c. cultural facility
 - d. library
 - e. open space/trails including connections to pedestrian and bicycle trails
 - f. park/playground
 - g. plaza
 - h. recreation facility - indoor
 - i. event center
 - j. hotel/motel, including conference or convention facilities located within the principal building
 - k. office, general, medical, dental, professional, governmental
 - l. public or private parking garages or parking lots, park & rides, including electric vehicle charging stations
 - m. mass transit stations and local transit service connections
 - n. bicycle and scooter sharing and parking and lockers
 - o. welcome center/wayfinding informational stations
 - p. retail/service business
 - q. restaurant/fast-food establishment, with no drive-through services
 - r. utility service facility
 - s. multi-family residential, all uses and standards as defined in the MFa land use category, refer to Section C.2

- t. Fire & Police facilities
- u. Accessory Uses, customary and incidental to the principal use.
- b. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

3. Uses Permitted by Special Review

- a. Uses permitted in Section C.3

4. Development Standards

- a. Floor/Area Ratio. The maximum floor-area ratio within the Mixed Use Planning Area shall not be greater than three (3) to one (1).
- b. Minimum Lot Size. There shall be no minimum lot size.
- c. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within the Mixed-Use Planning Area is specified in the Pine Canyon Land Use – Table 1 land use chart for each individual Planning Area. The total number of Dwelling Units for the entire PD shall not exceed 1,800 units.

d. Building Setback:

Multi-Family Residential

All standards as defined in the MFa land use category, refer to section C.4

Non-Residential Land Uses

The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:

- | | | |
|--|---|---------------------------|
| Front/Street | - | 15' |
| Side | - | 0' interior, 15' from ROW |
| Rear | - | 20' |
| Distance to nearest residential use – 25', unless vertically integrated, residential above a non-residential use in the same building. | | |
| Setback to Regional/major arterial - 75', from a minor arterial - 40', from a collector - 20' | | |

Accessory Uses

The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:

- | | | |
|--------------|---|---------------------------|
| Front/Street | - | 20' |
| Side | - | 5' interior, 15' from ROW |
| Rear | - | 5' |

- e. Building Separation. Commercial buildings can have a 0' separation.
- f. Building Height. Buildings or structures in Mixed Use Planning Areas are permitted up to 60' in height.
- g. Parking. Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended, shall apply.
- h. Lighting. Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- i. Fencing. Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.

- j. Outdoor Storage. Castle Rock Municipal Code, Chapter 17.52.160, Enclosure of Uses and Outdoor Storage Screening; and 17.28.030 Business/Commercial/Industrial Districts Uses, as amended, shall apply.
- k. Landscaping. Town of Castle Rock Landscape and Irrigation Criteria Manual, or as amended, shall apply.
- l. Signage. Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

E. Mixed Use (MU) - PA-18

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services with Multi-family residential development.

2. Uses Permitted by Right

- a. Principal Uses
- a. bank/financial institution, may include drive through option
 - b. bar/lounge
 - c. church
 - d. cultural facility
 - e. fire station
 - f. library
 - g. open space/trails
 - h. park/playground
 - i. plaza
 - j. recreation facility - indoor
 - k. school - including college or university and related facilities
 - l. day care center
 - m. event center
 - n. hospital (helipad permitted as an accessory use)
 - o. hotel/motel, including conference or convention facilities located within the principal building
 - p. mass transit stations and local transit service connections
 - q. nursing or convalescent home and other extended-care medical facilities
 - r. office, general, medical, dental, professional, governmental
 - s. public or private parking garages or parking lots, park & rides,
 - t. restaurant/fast-food establishment, with no drive-through services
 - u. retail/service business
 - v. retirement home
 - w. theater - indoor
 - x. utility service facility
 - y. multi-family residential, all uses and standards as defined in the MFa land use category, refer

- to section C.2.
- z. Fire & Police facilities
- aa. Accessory Uses, customary and incidental to the principal use.
- b. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

3. Uses Permitted by Special Review

- a. Uses permitted in Section C.3

4. Development Standards

- a. Floor/Area Ratio. The maximum floor-area ratio within the Mixed Use Planning Area shall not be greater than three (3) to one (1).
- b. Minimum Lot Size. There shall be no minimum lot size.
- c. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within the Mixed-Use Planning Area is specified in the Pine Canyon Land Use – Table 1 land use chart for each individual Planning Area.

d. Building Setback:

Multi-Family Residential

All standards as defined in the MFa land use category, refer to section C.4

Non-Residential Land Uses

The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:

- | | | |
|--|---|----------------------|
| Front/Street | - | 15' |
| Side | - | 0' interior, 15' ROW |
| Rear | - | 20' |
| Distance to nearest residential use – 25', unless vertically integrated, residential above a non-residential use in the same building. | | |
| Setback to Regional/major arterial - 75', from a minor arterial - 40', from a collector - 20' | | |

Accessory Uses

The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:

- | | | |
|--------------|---|---------------------------|
| Front/Street | - | 20' |
| Side | - | 5' interior, 15' from ROW |
| Rear | - | 10' |

- e. Building Separation. Commercial buildings can have a 0' separation.
- f. Building Height. Buildings or structures in Mixed Use Planning Areas are permitted up to 60' in height.
- g. Parking. Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended, shall apply.
- h. Lighting. Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- i. Fencing. Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.

PREPARED FOR:



JRW Family Limited
Liability Limited Partnership
1200 17th St, Suite 3000,
Denver, CO - 80202
303.587.0102

ENGINEERING:



3473 S Broadway,
Englewood, CO 80113
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LAND PLANNING:



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200 Kalamath Street,
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| 1 | REVISION 1 | 4/9/2025 |
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SHEET INFO:

PINE CANYON
DEVELOPMENT STANDARDS

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2025-02-19

13
OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

- j. Outdoor Storage. Castle Rock Municipal Code, Chapter 17.52.160, Enclosure of Uses and Outdoor Storage Screening; and 17.28.030 Business/Commercial/Industrial Districts Uses, as amended, shall apply.
- k. Landscaping. Town of Castle Rock Landscape and Irrigation Criteria Manual, as amended, shall apply.
- l. Signage. Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

F. Business/Light Industrial - PA-19

1. Intent

The intent of the Business/Light Industrial zone is to provide for office/business uses, wholesale and warehousing uses as well as those industrial uses that include fabrication, manufacturing, assembly or processing of materials that are in a refined form and that do not in their transformation create smoke, gas, dust, odor, noise, vibration of earth, soot or lighting to a degree that is offensive when measured at the property line of the subject property.

2. Uses Permitted by Right

- a. General Office and Professional Services
- a. business and professional offices
- b. medical and dental offices and clinics
- c. banks and other financial service establishments, with or without drive-through facilities
- d. mortuaries
- e. mass transit stations and local transit service connections
- f. park and rides
- g. Fire & Police facilities.
- b. Light Industrial
- a. automobile service station with gasoline pumps
- b. building material - wholesale/retail
- c. church
- d. fire station
- e. hospital
- f. library
- g. open space/trails
- h. recreation facility - indoor/outdoor
- i. school - including college, or university related facilities
- j. cultural facility
- k. equipment rental
- l. greenhouse/plant nursery - wholesale/retail
- m. industrial/manufacturing operation which does not emit unusual or excessive amounts of dust, smoke, fumes, gas, noxious odors, or noise beyond the lot boundary
- n. kennel

- o. motorized vehicle/equipment - service/repair and incidental sales
- p. public or private parking garages or parking lots, park & rides
- q. product distribution/storage - excluding hazardous materials
- r. research and development facility
- s. restaurant/fast food establishment, may include drive through option
- t. telecommunication facility
- u. utility service facility
- v. veterinary clinic/hospital
- w. warehouse
- x. wholesale business - sales/service
- y. Accessory Uses, customary and incidental to the principal use.

- c. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

3. Development Standards

- a. Floor/Area Ratio. The maximum floor-area ratio within the Business/Light Industrial Planning Area shall not be greater than two (2) to one (1).
- b. Minimum Lot Area. The minimum lot area shall be 10,000 square feet.
- c. Building Setback: The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:
- Front/Street - 25 feet
- Side - 10 feet
- Rear - 20 feet
- Setback to Regional/major arterial - 75 feet, from a minor arterial - 40', from a collector - 20'

Accessory Uses

- The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:
- Front/Street - 20'
- Side - 5' interior, 10' from ROW
- Rear - 5'
- d. Building Separation. Commercial/Office buildings can have a 0' separation.
- e. Building Height. Buildings or structures in Business/Light Industrial Planning Area are permitted up to 40' in height.
- f. Parking. Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended, shall apply.
- g. Lighting. Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- h. Fencing. Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.
- i. Outdoor Storage. Castle Rock Municipal Code, Chapter 17.52.160, Enclosure of Uses and Outdoor

- Storage Screening; and 17.28.030 Business/Commercial/Industrial Districts Uses, as amended, shall apply.
- j. Landscaping. Town of Castle Rock Landscape and Irrigation Criteria Manual, as amended, shall apply.
- k. Signage. Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

G. Resort Spa - PA-6

1. Intent

The two-hundred and twenty-five (225) room hotel and full service spa facility will function as an anchor for the Pine Canyon community. Amenities will include those normally found in a resort complex, including, but not limited to, a restaurant, conference center and gift shop. In lieu of Hotel Rooms, Branded Residences may be built conforming to the SFe standards. Branded Residences may be substituted for hotels rooms at a 1:3 ratio. This Planning Area shall allow for a combination of hotel rooms and branded residences; however, the maximum number of dwellings permitted in the PD shall not be exceeded if residences are proposed in PA-6.

2. Uses Permitted by Right

- a. Resort Complex
- a. Hotel uses
- b. Spa uses
- c. Swimming pool, hot tub
- d. Restaurant
- e. Conference center
- f. Gift shop
- g. parking lot, parking garage
- h. Uses allowed in SFe Section B.2a. through j.
- i. Accessory Uses, customary and incidental to the principal use.

3. Uses Permitted by Special Review

- a. Uses permitted in Section B.3

4. Development Standards

- a. Floor/Area Ratio. The maximum floor-area ratio within the Resort Spa Planning Area shall not be greater than three tenths (.30) to one (1).
- b. Minimum Lot Area. The minimum lot area for the Resort complex shall be 5 acres, potential residential uses are subject to the SFe standards, section B.4.
- c. Building Setback: The minimum setback for the Resort complex from any internal public street right-of-way or property line, whichever applies, shall be:
- Front/Street - 25 feet
- Side - 10 feet
- Rear - 20 feet

Accessory Uses

The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:

- Front/Street - 20'
- Side - 5' interior, 15' from ROW
- Rear - 10'

- d. Residential Uses: are subject to the SFe standards, section B.4.
- e. Building Height. The mass of the building(s) shall be broken up by favoring terraced roofs and offsets in wall planes. The maximum height for the Resort complex shall be 65' in height, not including towers or similarly distinct architectural elements. Any potential residential uses are subject to the SFe standards, section B.4.
- f. Parking. Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended, shall apply.
- g. Lighting. Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- h. Fencing. Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.
- i. Outdoor Storage. For non-residential uses: Castle Rock Municipal Code, Chapter 17.52.160, Enclosure of Uses and Outdoor Storage Screening; and 17.28.030 Business/Commercial/Industrial Districts Uses, as amended, shall apply.
- j. Landscaping. Town of Castle Rock Landscape and Irrigation Criteria Manual, as amended, shall apply.
- k. Signage. Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

H. Parks - PA-5, 7, 15

1. Intent

To provide for park uses which compliment residential neighborhoods.

2. Uses Permitted by right

- a. Passive recreation uses and open space.
- b. Active recreation uses, including but not limited to the following facilities: multi-purpose fields, tennis courts, volleyball courts, basketball courts, swimming pools, play apparatus, picnic areas, recreation center, and jogging, hiking and/or bicycling trails.
- c. Accessory Park structures such as picnic pavilions, restrooms, band-shells, etc.

PREPARED FOR:



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1200 17th St, Suite 3000,
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303.587.0102

ENGINEERING:



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LAND PLANNING:



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PCS Group, Inc.
200 Kalamath Street,
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| 1 | REVISION 1 | 4/9/2025 |
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SHEET INFO:

PINE CANYON
DEVELOPMENT STANDARDS

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2025-02-19

14
OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

3. Development Standards

- a. Building Setback: The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:
- Front/Street - 25 feet
 - Side - 20 feet
 - Rear - 25 feet
- b. Building Separation: The minimum building or structure separation shall be the greater of:
- i. twenty (20) feet or
 - ii. shall be governed by the applicable building code.
- c. Building Height: No buildings or structures shall exceed thirty-five (35) feet in height.
- d. Parking: Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended, shall apply.
- e. Lighting: Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- f. Fencing: Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.
- g. Landscaping: Town of Castle Rock Landscape and Irrigation Criteria Manual, as amended, shall apply.
- h. Signage: Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

4. View Plane Protection Area.

- a. Planning Areas 5 and 7 are designated as a View Plane Protection Area.
- b. Refer to the criteria for the developmental standards in Section 8 of the General Provision.

5. Forest Management, Fire Mitigation, and Tree Preservation Plans

- a. A Forest Management Plan that encompasses both forest management and fire mitigation best practices as suggested by the U.S. Department of Agriculture – National Resources Conservation Service is completed. The Plan also recommends identification of certain trees for preservation or relocation.
- b. All forest management recommendations and prescriptions from this or any subsequent Forest Management Plan shall be implemented by Owner, their successor or assigns, or one or more Title 32 Metro Districts as needed, at their expense, at the time of Final Plat.
- c. All wildfire mitigation recommendations and prescriptions from this or any subsequent Forest Management Plan shall be implemented by Owner, their successor or assigns, or one or more Title 32 Metro Districts as needed, at their expense, at Final Plat.
- d. All tree preservation recommendations and prescriptions from this or any subsequent Forest Management Plan shall be implemented by Owner, their successor or assigns, or one or more Title 32

Metro Districts as needed, at their expense, at Final Plat.

I. Open Space (OS) - OSP-1, 2, 3, 4, 5, 6, 7

1. Intent

To provide passive open space uses which will separate, define and protect the development planning areas contained within this Planned Development. Open Space does not include golf courses.

2. Uses Permitted by Right

- a. Passive recreation uses and open space.
- b. Jogging, hiking and/or bicycle trails.
- c. Dog Parks.
- d. Community Gardens.
- e. Drainage Facilities.
- f. Picnic shelters.
- g. General Utilities.

3. Development Standards

- a. Building Setback: The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:
- Front/Street - 25 feet
 - Side - 15 feet
 - Rear - 25 feet
- b. Building Separation: The minimum building or structure separation shall be the greater of
- i. twenty (20) feet or
 - ii. shall be governed by the applicable building code.
- c. Building Height: No buildings or structures shall exceed thirty-five (35) feet in height.
- d. Parking: Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended, shall apply
- e. Lighting: Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- f. Fencing: Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.
- g. Landscaping: Town of Castle Rock Landscape and Irrigation Criteria Manual, as amended, shall apply.
- h. Signage: Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

J. Open Space (OS) - OSP-8

1. Intent

The OSP-8 is intended for the preservation of wildlife habitat, cultural points of interest and a working agricultural ranch.

2. Uses Permitted by Right

- a. Nature center/picnic area/trail head.
- b. Nature/Education
- c. Passive recreation uses.
- d. Open Space/trails.
- e. Use permitted in a conservation easement agreement or similar document.
- f. General Utilities.

3. Development Standards

- a. Building Setback: The minimum setback from any internal public street right-of-way or property line, whichever applies, shall be:
- Front/Street - 25 feet
 - Side - 15 feet
 - Rear - 25 feet
- b. Building Separation: The minimum building or structure separation shall be the greater of
- i. twenty (20) feet or
 - ii. shall be governed by the applicable building code.
- c. Building Height: No buildings or structures shall exceed thirty-five (35) feet in height.
- d. Parking: Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended, shall apply.
- e. Lighting: Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- f. Fencing: Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.
- g. Landscaping: Town of Castle Rock Landscape and Irrigation Criteria Manual, or as amended, shall apply.
- h. Signage: Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.

K. The Homestead - OSP-9

1. Intent

Provide for continuing the existing residential single family detached home, and Accessory buildings that will allow the continued agricultural use. This area will remain as an agriculturally focused homestead. If the homestead ceases operation, the property will be used as open space in accordance with Section J.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Unit.
- b. Attached or detached private garages (1,000 sq. ft. maximum).
- c. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, and private facilities for the keeping of domicile pets

- d. Use permitted in a conservation easement agreement or similar document.
- e. Agriculture
- f. Barn, max. 6,000 s.f.
- g. Hay Sales
- h. Sale of Agricultural Products and Value-added Agricultural Products produced or raised on site.
- i. Animals, including livestock.

3. Development Standards

- a. Maximum Density/Number of Units: The Maximum Density and number of units shall be the one existing residential home. This existing home is not included within the overall 1,800 units within the community. If the existing residential home is no longer being used, or is removed, no additional residential homes will be permitted.

b. Building Setback:

Single Family Detached Unit (from property line)

- Front/Street - 15’ to porch or exterior wall
- 20’ to garage face
- Sides - 5’
- Sides - 15’ from ROW on corner lot
- Rear - 20’

Accessory Uses (from property line)

- Front/Street - 20’
- Side - 5’ interior, 15’ from ROW
- Rear - 5’

- c. Building Separation: The minimum building or structure separation shall be the greater of
- i. twenty (20) feet or
 - ii. shall be governed by the applicable building code.

- d. Building Height: No buildings or structures shall exceed thirty-five (35) feet in height.
- e. Parking: Castle Rock Municipal Code, Chapter 17.54, Off-street Parking Standards, as amended, shall apply.
- f. Lighting: Castle Rock Municipal Code, Chapter 17.58, Illumination, as amended, shall apply.
- g. Fencing: Castle Rock Municipal Code, Chapter 17.52.130, Fences Standards, as amended, shall apply.
- h. Landscaping: Town of Castle Rock Landscape and Irrigation Criteria Manual, as amended, shall apply.
- i. Signage: Castle Rock Municipal Code, Chapter 19.04, Sign Code Regulations, as amended.
- j. All current agricultural uses can continue in the PD area after zoning, until a Site Development Plan is approved for each area and infrastructure construction has started.

L. PA-14

- 1. PA-14 is zoned PL-1 per Town of Castle Rock Municipal Code.

PREPARED FOR:



JRW Family Limited
Liability Limited Partnership
1200 17th St, Suite 3000,
Denver, CO - 80202
303.587.0102

ENGINEERING:



3473 S Broadway,
Englewood, CO 80113
303.703.4444

LAND PLANNING:



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200 Kalamath Street,
Denver, CO - 80233
720.259.8246

REVISIONS:

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| REVISION DESCRIPTION | 4/9/2025 | | | | |
| | REVISION 1 | | | | |

SHEET INFO:

PINE CANYON
DEVELOPMENT STANDARDS &
DEFINITIONS

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2025-02-19

15
OF 16

PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

LOCATED IN PARTS OF SECTION 34, 35 & 36, T7S, R67W OF THE 6TH P.M.,
AND PART OF SECTION 1, T8S, R67W OF THE 6TH P.M.,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DEFINITIONS:

Any terms used but not defined in this Development Plan but defined in the Castle Rock Municipal Code, as amended, shall have the meanings ascribed to them in the Castle Rock Municipal Code, as amended; provided, however, if capitalized terms used in this Development Plan are defined in both this Development Plan and the Castle Rock Municipal Code, as amended, the definitions contained in this Development Plan shall control. For purposes of this Development Plan, the terms set forth below shall have the meaning ascribed to them below:

“Branded Residences” means in lieu of Hotel Rooms, a branded residence could be built as a detached or attached single family home. The residences would have access to the hotel/spa amenities.

“Dwelling, Duplex” A building consisting of two principal dwelling units with a common wall, regardless of whether the building is on one or two lots.

“Dwelling, Single-Family Attached” Three or more attached dwelling units, without any dwelling units above or below, commonly known as townhomes. Single Family Attached units shall follow the Town’s multi-family process for Site Development Plans and applicable regulations.

“Mixed-use Building” means a building containing: (1) more than one Dwelling Unit and (2) commercial, industrial or other non-residential spaces that is constructed within the building.

“Non-residential Building” means a commercial, industrial or other similar non-residential building constructed within the Property that does not contain any Dwelling Units.

“Nursing or convalescent home and other extended-care healthcare facilities” are facilities that provide short-term and extended medical care and rehabilitation services for individuals recovering from illness, injury, surgery, or the elderly, but who are no longer in need of acute hospital care. It excludes care for alcohol and drug rehabilitation, mental illness or communicable disease

“Owner” is JRW Family Limited Liability Partnership, its successors and assigns.

“Property” means the Pine Canyon Planned Development.

“View Plane Protection Area”, designated within PA-1, 4, 5, 7, 9, 10 and 11, are areas with specific standards that are intended to preserve natural site features, vegetation, topography and view planes. Refer to Section 8 in General Provisions,

PREPARED FOR:



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Liability Limited Partnership
1200 17th St, Suite 3000,
Denver, CO - 80202
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SHEET INFO:

PINE CANYON

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2025-02-19

16
OF 16

PRE-ANNEXATION AGREEMENT (PINE CANYON)

This Pre-Annexation Agreement (Pine Canyon) (this “**Agreement**”) is made and entered into as of December 17, 2024 (the “**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): JRW FAMILY LIMITED PARTNERSHIP LLLP, a Colorado limited liability limited partnership (“**JRW**”), and the Town of Castle Rock, a Colorado home rule municipality (“**Town**”).

RECITALS

This Agreement is made with respect to the following facts:

A. JRW is the fee simple owner of certain real property located in Douglas County, Colorado (“**County**”) and legally described in Exhibit A attached hereto (the “**Property**”).

B. As of the Effective Date, the Property is located entirely within the unincorporated County, and JRW is processing the following entitlements for the Property with the County (collectively, the “**County Applications**”):

1. Pine Canyon Planned Development (Case No. ZR2020-010), for the rezoning to the Planned Development zoning district and approval of a development plan pursuant to County Zoning Resolution (“**DCZR**”) Section 15 to allow up to 1,800 residential units and 600,000 square feet of non-residential development (the “**Pine Canyon PD**”);

2. Special District Service Plan (Case No. SV2020-001), for the approval of the service plans for Pine Canyon Metropolitan District Nos. 1-5 and Pine Canyon Water & Sanitation District as Title 32 special districts (the “**District Approval**”); and

3. Water Appeal for the Pine Canyon PD (Case No. MI2020-009), for the adjustment to the DCZR water demand standards for the Property pursuant to DCZR Section 1808A (the “**Water Appeal**”).

C. Town opposes County’s approval of the County Applications and desires for the Property to be annexed and developed within Town’s jurisdiction.

D. JRW is willing to annex the Property to Town, provided that it can obtain substantially the same zoning in Town as provided by the Pine Canyon PD.

E. As of the Effective Date, County tabled the public hearings on the final decision of the County Applications to allow time for JRW and Town to process, negotiate, and render a final decision on the annexation and entitlements of the Property in the Town in accordance with the terms of this Agreement.

F. Subject to, in accordance with, and in consideration of the terms and conditions of this Agreement, JRW will initiate the applicable procedures under the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended (the “**Act**”) and Town Municipal Code (“**Code**”) regarding: (a) annexation of the Property to Town (the

“**Annexation**”) and an annexation and development agreement setting forth: (i) the Parties’ rights and obligations regarding certain terms and conditions that will apply to the Property after the Annexation becomes legally effective; (ii) the general plan of development for the Property; and (iii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S. (the “**Development/Annexation Agreement**” and, together with the Annexation, the “**Annexation Process**”); and (b) concurrently with the Annexation Process, zoning the Property to the Planned Development zoning district and approval of a Planned Development Plan (the “**Zoning Process**”) on terms and conditions that enable development of the Property in substantially the same manner as the Pine Canyon PD (as more fully described in Paragraph 4 below, “**PD Zoning**”).

G. As of the Effective Date, Town’s 2030 Comprehensive Master Plan (“**Master Plan**”) and Code Chapter 17.48, “Skyline/Ridgeline Protection Regulations” and Town’s overlay zoning district map for the same (“**Skyline/Ridgeline Protection Regulations**”) depict a portion of the Property as subject to the Skyline/Ridgeline Protection Regulations. The Property will be exempt from the Skyline/Ridgeline Protection Regulations, as the PD Zoning will include alternative viewplane protections narrowly tailored to the Property. Upon receipt of the executed Petition initiating the Annexation Process, Town will take whatever measures are necessary, including without limitation an administrative or other amendment to the Master Plan and Skyline/Ridgeline Protection Regulations map, to remove the Property from any regulations or guidance purporting to include the Property within the Skyline/Ridgeline Protection Regulations (collectively, the “**Town-Initiated Amendment**”).

H. The Parties wish to cooperate regarding the Annexation Process and the Zoning Process and to facilitate Town Council of the Town’s (“**Town Council**”) final action on the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment.

I. The Parties have determined that this Agreement’s terms and conditions are reasonable in connection with their respective activities to facilitate the Annexation Process and Zoning Process and that such matters are intended to protect, promote and enhance the public health, safety and welfare of Town and to serve the interests of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose and Effect of this Agreement. This Agreement addresses the Parties’ respective rights and obligations with respect to the Annexation Process and the Zoning Process during the period prior to the Town Council taking final action regarding the Annexation, Development/Annexation Agreement, and PD Zoning and, if Town Council approves the Annexation, Development/Annexation Agreement, and PD Zoning, continuing through and including the date on which the Annexation becomes legally effective in accordance with Section 31-12-113(2)(b) of the Act.

2. Town Discretion to Approve. Pursuant to the Act, Town Council has legislative discretion to determine whether to approve the Annexation. Town has no legal obligation arising under this Agreement to approve the Annexation, Development/Annexation Agreement, or PD Zoning; provided, however, Town will adhere to the terms and conditions of this Agreement that pertain to the Annexation Process and the Zoning Process.

3. Annexation Process. Within 45 days after the Effective Date, JRW will submit a petition for annexation of the Property to Town in substantially the form attached hereto in Exhibit B (the “**Petition**”) and in accordance with the Act and applicable provisions of the Code; provided, however, no transfer of residential development rights or renewable water rights will be required for the Property pursuant to Code Section 20.02.015, as Town’s “Water Resource Strategic Master Plan” designates the Property as “infill.” The Parties will thereafter pursue the Annexation Process with reasonable diligence to completion, including but not limited to preparation of the requisite legal descriptions, maps, publications and related technical matters, at JRW’s expense, all in accordance with the Act; provided, however, Town will: (i) credit previously paid application fee(s), and waive any new application review fee(s) associated with the Annexation, Development/Annexation Agreement, and PD Zoning; (ii) host, notice, and present at the neighborhood meetings for the Annexation and PD Zoning Process on JRW’s behalf; and (iii) not require the submittal of a new traffic impact study with the PD Zoning. During the period preceding Town Council’s final action on the Annexation and in accordance with Paragraph 5 below, the Parties will cooperate to produce the final, mutually agreed upon form of the Development/Annexation Agreement. Town Council will take final action on the Development/Annexation Agreement at the same meeting at which Town Council takes final action on the Annexation and PD Zoning.

4. Zoning Process; PD Zoning. In accordance with applicable provisions of the Code and at the time permitted and otherwise in accordance with Section 31-12-115 of the Act, JRW will initiate the Zoning Process by submitting an application for the PD Zoning to Town. The Parties will thereafter pursue the Zoning Process with reasonable diligence to completion and concurrently with completion of the Annexation Process. Town will host, notice, and present at the neighborhood meetings for the Zoning Process. Nothing in this Agreement will require Town to approve the PD Zoning or otherwise to affect Town Council’s quasi-judicial decision-making authority. Town Council will take final action on the PD Zoning at the same meeting at which Town Council takes final action on the Annexation and Development/Annexation Agreement.

(a) PD Zoning. Town will not require a new traffic impact study in connection with submittal and approval of the PD Zoning; notwithstanding the foregoing, new or updated traffic studies may be necessary in connection with future site development plans in accordance with Code requirements. As may be further addressed in the Development/Annexation Agreement and Petition, JRW’s consent to the Annexation is conditioned on, and the Parties anticipate, the zoning of the Property will be to PD Zoning with terms that enable development of the Property in substantially the same manner as the Pine Canyon PD (as such application exists as of the Effective Date, which includes up to 1,800 residential units and 600,000 square feet of non-residential development), except as modified to address the following:

(i) Skyline/Ridgeline Protection Regulations. The terms and conditions of the Skyline/Ridgeline Protection Regulations, or an applicable successor land use ordinance, will not apply to the Property, and the PD Zoning will expressly exempt the Property from such regulations. The PD Zoning will include a viewplane protection overlay for the Property that protects natural resources and views on the Property by providing buffering and screening of structures in the eastern areas of the Property. The viewplane protection overlay will include requirements substantially similar to those set forth in Pine Canyon PD Statement of Commitments Section 4.3. Specifically, while the viewplane protection overlay will allow limited overlot grading activities for roadways and utilities, it will not allow clear cutting or overlot grading of specific planning areas that might otherwise have partially or wholly been included within the Skyline/Ridgeline Protection Regulations' boundaries (i.e., portions of the Pine Canyon PD Planning Areas 1, 4, 5, 7, 9, 10 and 11). The PD Zoning ordinance and related zoning regulations will set out in detail how tree preservation selection will occur in conjunction with any required wildfire mitigation/forest management and will require the developer to demonstrate with the approval of each Site Development Plan that the visibility of any proposed structures will be reduced and screened through the viewplain protection overlay requirements.

(ii) Landscaping: Town's applicable landscaping requirements set forth in the Code and Town's Landscape and Irrigation Criteria Manual will apply to the Property and be incorporated into the PD Zoning's standards and requirements.

(iii) Open Space. Town's minimum 20% open space requirement will apply to the Property.

(iv) Water Treatment/Major Facility. The PD Zoning will prohibit water treatment and wastewater treatment facilities unless such facilities are owned and operated by Town.

5. Development/Annexation Agreement. The Parties anticipate entering into a Development/Annexation Agreement as part of the Annexation Process and that the Development/Annexation Agreement will address matters which will govern and control as to the Property from and after the date on which the Annexation becomes legally effective, including but not limited to such matters as are contemplated by Paragraphs 3 through 4 above to be effective after the Annexation becomes legally effective. As part of the Annexation Process and during the period prior to Town Council taking final action on the Annexation, the Parties will negotiate the specific terms of the Development/Annexation Agreement. Without limitation of the foregoing, the Parties anticipate the Development/Annexation Agreement will address, and JRW's consent to the Annexation is conditioned on JRW's satisfaction regarding, the following matters pertaining to the Property after the Annexation becomes legally effective:

(a) Limited Groundwater Dedication; Retained Groundwater. The Town, in accordance with Code Section 4.04.045.B, has exempted the Property from any renewable water resource dedication requirements as part of the Annexation Process. As a precondition to Town Council approval of any annexation, rezoning, or subdivision, Code

Sections 4.04.050.A, B., and C. require dedication of all water rights appurtenant to and associated with the subject property to Town. Notwithstanding these provisions, upon the legal effectiveness of the Annexation, JRW will convey to Town by special warranty deed approximately 757 average annual acre-feet of groundwater appurtenant to the Property (“**Dedicated Groundwater**”) and JRW will retain approximately 106 average annual acre-feet of groundwater appurtenant to the Property (“**Retained Groundwater**”) solely for irrigation, stock watering, domestic, and other agricultural purposes for the existing homestead that comprises the eastern-most approximately 61.3 acres of the Property. Upon the legal effectiveness of the Annexation, JRW and Town will execute and record a restrictive covenant substantially in the form attached as Exhibit C that: (i) restricts JRW’s use of the Retained Groundwater for agriculture and irrigation purposes associated with the 61.3-acre homestead on the Property and adjacent Town property; and (ii) grants Town a right of first refusal to purchase the Retained Groundwater.

(b) Water and Wastewater Services. Town will provide water and wastewater services to the Property in the same manner as is provided to all properties within Town’s jurisdictional boundaries. Town will not require any dedication or fee-in-lieu requirements in excess of the Dedicated Groundwater contemplated by Paragraph 5(a).

(c) Police and Fire Services. Town will provide police and fire services to the Property in the same manner as is provided to all properties within Town’s jurisdictional boundaries. Except for generally applicable property taxes and fees that apply to all properties within the Town, the Property will not be subject to any fees or payments for police and fire services.

(d) Exclusion from Fire Protection District. Per Article VI of the Town of Castle Rock/Castle Rock Fire Protection District Amended and Restated Intergovernmental Agreement by and between Town and the Castle Rock Fire Protection District (“**Fire Protection District**”) dated September 15, 2009, Town will take such steps necessary to exclude the Property from the territory of the Fire Protection District upon the effective date of the annexation of the Property to Town.

(e) Mobility Hub. The PD Zoning will permit a multi-modal transportation hub location to serve pedestrian, bicycle, vehicle, and mass transit transportation (“**Mobility Hub**”) for the future construction and operation by the Colorado Department of Transportation (“**CDOT**”).

(f) Liggett Road Bridge Replacement. The Parties will cooperate with CDOT regarding the possible reconstruction and/or replacement of the existing Liggett Road Bridge over Interstate-25; provided, however, that nothing in this Agreement obligates Town or JRW to commit any funds to such reconstruction and/or replacement.

(g) Parks and Open Space. The PD zoning and future site development plans for the Property shall require the completion of parks, trails, and open space improvements. JRW, the future developer of the Property, or a metropolitan district shall be responsible for the construction of such parks, trails, and open space improvements. As determined in each approved site development plan and upon completion and Town acceptance of these

facilities, JRW, the future developer, or metropolitan district, as applicable, shall, if required by the approved site development plan, dedicate and transfer such property and/or improvements to Town for Town ownership and maintenance.

(h) Vested Property Right. The Parties will negotiate in good faith regarding the designation of the Development/Annexation Agreement as a Site Specific Development Plan and a development agreement that establishes a Vested Property Right for a period of 25 years pursuant to Chapter 17.08 of the Code and C.R.S., Title 24, Article 68, which Vested Property Right will specifically include the Parties' agreements regarding the matters addressed in this Paragraph 5.

(i) Service Plan. The Parties will negotiate in good faith regarding the form of service plans (the "**Service Plan**") for the formation of up to five metropolitan districts on terms and conditions generally consistent with the District Approval in accordance with the statutory process pursuant to C.R.S. §§ 32-1-101, *et seq.* and Code Chapter 11.02. The Service Plan will be consistent with Town's model service plan and will be included as an exhibit to the Development/Annexation Agreement. Following the date on which the Annexation becomes legally effective in accordance with Section 31-12-113(2)(b) of the Act, JRW will submit the Service Plan for Town review and approval and the Parties will, in good faith, use reasonable diligence to process the Service Plan for Town Council's final action. Upon completion of the metropolitan district formation process, the metropolitan districts are anticipated to have authority to: (a) finance the construction, operation and maintenance of any and all roadway, access, intersection (on-site or off-site), park, trail, open space, water, sanitary sewer, stormwater, or drainage improvements; (b) commission any and all studies, reports, or plans, including but not limited to, any studies, reports or plans regarding weed mitigation, forest management, fire mitigation, tree preservation, wildlife preservation, biological resources, cultural resource, noise; and (c) create and enforce any design or architectural guidelines for specific areas within the Property.

6. Town-Initiated Amendment. Upon receipt of the executed Petition, Town will initiate and process the Town-Initiated Amendment in accordance with the applicable provisions of the Code. Nothing in this Agreement will require Town to approve the Town-Initiated Amendment, or otherwise to affect Town Council's legislative authority. Town or Town Council, as applicable, will take final action on the Town-Initiated Amendment prior to or at the same meeting at which Town Council takes final action on the Annexation, Development/Annexation Agreement, and PD Zoning.

7. Target Dates. The Parties will, in good faith, use reasonable diligence to submit, negotiate, and process for Town's final decision the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment in accordance with the target dates and schedule set forth in Exhibit D attached hereto.

8. Termination Right; Town Waiver. If Town, acting in bad faith or in default of this Agreement, denies or otherwise fails to act upon final approval of the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment on or before July 31, 2025, and provided such action or failure to act is not due to bad faith or a default of this Agreement on the part of JRW, or a third party Legal Challenge (defined in Paragraph 10), JRW

may terminate this Agreement and the Annexation Process by withdrawing its Petition in the manner prescribed in the Petition. JRW may then proceed with obtaining final County approval of the County Applications in 2025. Town will not interfere with or obstruct in any manner whatsoever County approval of the County Applications in the forms existing as of the Effective Date. The provisions of this Paragraph 8 will survive any termination of this Agreement.

9. Conditions to JRW's Consent. JRW's consent to the Annexation becoming legally effective is conditioned upon the following conditions precedent ("**Annexation Conditions**"):

(a) Town and Town Council processing and taking final action on the Development/Annexation Agreement, and PD Zoning concurrently with processing and taking final action on the Annexation such that the Annexation, if approved by Town Council, will not become legally effective unless Town Council also has approved the Development/Annexation Agreement and PD Zoning, and such approvals have become legally effective concurrently with the Annexation becoming legally effective;

(b) Town and Town Council, as applicable, processing and taking final action on the Town-Initiated Amendment prior to or concurrently with taking final action on the Annexation, Development/Annexation Agreement, and PD Zoning;

(c) Town and Town Council approving the Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment in forms materially consistent with the terms and conditions contemplated in this Agreement; and

(d) Town not otherwise defaulting in its obligations set forth in this Agreement and the Petition.

The Petition will reserve JRW's right to withdraw the Petition for failure of the Annexation Conditions in accordance with Section 31-12-107(1)(e) of the Act. Except for the terms and conditions of this Agreement and those to be set forth in the form of the Petition and Development/Annexation Agreement anticipated to be agreed upon and executed by the Parties, which terms and conditions JRW expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), -110(2), -111 and -112(1) of the Act, Town will not impose additional terms and conditions upon the Property.

10. Cooperation in Defending Legal Challenges. If either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges (a) the Annexation of the Property, (b) Development/Annexation Agreement, (c) PD Zoning, (d) the Town-Initiated Amendment, or (e) any of Town's ordinances, resolutions or other approvals approving any of the foregoing; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of such ordinances (collectively, a "**Legal Challenge**"), JRW and Town will cooperate in good faith to defend such Legal Challenge. If a Legal Challenge is commenced, JRW and Town will negotiate in good faith and enter into a cost-sharing agreement with respect to the Parties' responsibility to pay or reimburse the costs of the defense of such Legal Challenge; provided however, each Party will pay its own attorney fees.

11. Annexation Effectiveness. Neither JRW nor Town will cause or permit the occurrence of the conditions to effectiveness of the Annexation as set forth in Section 31-12-113(2)(b) of the Act prior to the latest to occur of: (a) final, non-appealable approval of the ordinances approving, as contemplated in this Agreement, (i) the Annexation, (ii) the Development/Annexation Agreement, (iii) the PD Zoning, (iv) Town-Initiated Amendment; (b) final, non-appealable resolution of any Legal Challenge; or (c) any later date contemplated in the Development/Annexation Agreement.

12. Default and Remedies.

(a) Notice. If a Party defaults in the performance of its obligations under this Agreement, the Party asserting breach by another Party will provide such Party with 15 days' written notice of the asserted breach and the non-breaching Party's intent to take remedial action as provided in this Paragraph 12, and the Party asserted to be in breach will have 15 days after receipt of such notice within which to cure the breach.

(b) Remedies. If any default under this Agreement is not cured pursuant to Paragraph 12(a), then the other Party will be entitled to such remedies as may be available at law or in equity, including taking such action as may be permitted by this Agreement, the Petition, or authorized by law. Additionally, if there is a failure of any of the Annexation Conditions or Town otherwise breaches this Agreement or the provisions of the Petition, JRW may terminate the Annexation Process by withdrawing its Petition in the manner prescribed in the Petition.

13. Term. This Agreement will be in effect for the period commencing on the Effective Date and continuing through and including the earlier to occur of the date on which: (a) a Party delivers written notice of termination to the other Parties; (b) JRW withdraws the Petition; or (c) Town Council takes final action either to (i) terminate the Annexation Process, or (ii) disapprove the Annexation; or (d) the Annexation becomes legally effective.

14. Authorization. The Parties affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, resolutions and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

15. Governing Law; Venue; Waiver of Right to Jury Trial; Construction. The Act and other applicable laws of the State of Colorado will govern this Agreement. Exclusive venue for any legal proceeding arising out of this Agreement will be in the district court for the County. To reduce the cost of and to expedite the resolution of disputes under this Agreement, **each Party hereby waives any and all right to request a jury trial in any action relating to the interpretation or enforcement of this Agreement.** In the event of ambiguity in this Agreement, any rule of construction which favors one Parties' interpretation as a non-drafting Party will not apply, and the ambiguous provision will be interpreted as though no specific Party was the drafter.

16. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, will be strictly reserved to the Parties. Nothing contained in this Agreement will be construed to give or to allow any claim or

right of action by any third party. Any party other than the Parties will be deemed to be an incidental beneficiary only. There are no intended third-party beneficiaries to this Agreement.

17. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unlawful or unenforceable for any reason, the remaining provisions of this Agreement will remain in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party(ies) against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such Party of the benefit of its bargain. The Parties will cooperate in good faith to reform any such invalidated provision(s) in a manner that most fully implements the Parties' original intent and objectives.

18. Governmental Immunity. Nothing in this Agreement will be construed as a waiver of any protections or immunities Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

19. No Joint Venture. No form of joint venture or partnership exists between or among the Parties, and nothing contained in this Agreement will be construed as making the Parties joint venturers or partners.

20. Further Assurances. Each Party will execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party(ies) the full and complete enjoyment of its or their rights and privileges under this Agreement.

21. Integration. This Agreement, together with all Exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations or arrangements between the Parties with respect to any and all of the subject matter hereof.

22. Costs. Each of the Parties will be responsible for its respective legal and consulting fees and costs incurred in connection with the negotiation and execution of this Agreement and the performance of its obligations under this Agreement. Town will pay the costs and expenses related to publications and other notices required for the Annexation Process and the Zoning Process.

23. Force Majeure. No Party will be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which will be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemic.

24. No Recording. This Agreement will not be recorded in the County real property records, but the Parties acknowledge this Agreement is a public record, considered and approved at a public meeting, and subject to disclosure upon request under the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*

25. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been

properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third business day after it is mailed. All such notices or other communications will be addressed as follows:

If to Town:

Town Manager
Town of Castle Rock
100 N. Wilcox St.
Castle Rock, Colorado 80104
Phone: 303-660-1374
Email: TownManager@CRgov.com

With a required copy to:

Town Attorney
Town of Castle Rock
100 N. Wilcox St.
Castle Rock, Colorado 80104
Phone: 303-660-1370
Email: legal@crgov.com

If to JRW:

JRW Family Limited Partnership LLLP
5975 East Jamison Place
Centennial, Colorado 80112
Attn: James R. Walker
Phone: 303-623-1900
Email: jrwalker@att.net

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Tom Ragonetti [270462.0001]
Phone: 303.575.7509
Email: tjr@ottenjohnson.com

26. Counterparts; Electronic Delivery. The facsimile, pdf or DocuSign signature of the Parties on this Agreement or any amendments to this Agreement will be deemed an original for all purposes. Amendments to this Agreement may be signed in one or more counterparts (or with

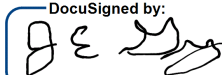
counterpart signature pages) which, taken together, will constitute a fully executed amendment to this Agreement and will be considered a single document.

[Signature Pages and Exhibits Follow This Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

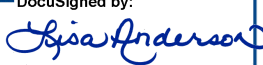
Town

Town of Castle Rock, Colorado,
a Colorado home rule municipality

DocuSigned by:


Name: Jason Gray
Title: Mayor


Attest:

DocuSigned by:

296A8A4EDEC34AF...
Lisa Anderson, Town Clerk

DS



Approved as to form:

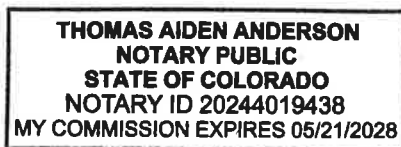
DocuSigned by:

F7347F32A0794D1...
Michael J. Hyman, Town Attorney

JRW

JRW FAMILY LIMITED PARTNERSHIP LLLP,
a Colorado limited liability limited partnership

By: [Signature]
Name: James R. Walker
Title: General Partner

STATE OF Colorado)
COUNTY OF Denver) ss.



The foregoing instrument was acknowledged before me this 18 day of December 2024, by _____, as _____ of JRW FAMILY LIMITED PARTNERSHIP LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires: 05/21/2028

[Signature]
Notary Public

EXHIBIT A

Legal Description of Property

East Side of I-25, Castle Rock, CO

Parcel A

The North 1/2 of the Northeast 1/4 of Section 1, Township 8 South, Range 67 West of the 6th P.M.,

EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, County of Douglas, State of Colorado.

Parcel B

The North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., lying East of Interstate Highway 25, County of Douglas, State of Colorado.

Parcel C

The North 1/2 of the Southwest of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel D

The Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel E

The Southeast 1/4, the East 1/2 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 7 South, Range 67 West of the 6th P.M., EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, AND EXCEPT that fee parcel acquired by Department of Transportation, State of Colorado by Rule and Order, Order for Disbursement of Funds, and Order for Release of Lis Pendens in Civil Action 2009CV883, District Court, Douglas

West Side of I-25, Castle Rock, CO

Parcel A

All that part of the North 1/2 of the Southwest 1/4 of Section 35 and all that part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of Interstate 25 and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad,

EXCEPT Denver and Rio Grande right of way,

AND EXCEPT right of way for Liggett Road,

AND EXCEPT Lot 1, Douglas County Lions Club,

AND EXCEPT property described in Exhibit A to Rule and Order in Civil Action 2005CV1763, District Court, Douglas County, State of Colorado, recorded June 20, 2008 at Reception No. 2008043978, County of Douglas, State of Colorado.

Parcel B

Lot 1, DOUGLAS COUNTY LIONS CLUB, County of Douglas, State of Colorado.

Parcel C

That portion of the Northeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:

BEGINNING at a point on the South line of the Northeast 1/4 of Section 34 from whence the East 1/4 corner bears South 89° 32' 53' East, a distance of 512.11 feet and considering said South line to bear South 89° 32' 53' East, as determined by solar observation, with all bearings contained herein relative thereto;

thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:

North 25° 25' 05' West, a distance of 744.26 feet;

North 64° 34' 55' East, a distance of 100.00 feet;

North 25° 25' 05' West, a distance of 455.31 feet to a point of curvature;

along a curve to the right, having a central angle of 02° 32' 56," a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North 24° 08' 34' West, a distance of 250.00 feet;

thence, departing said Westerly right of way, South 70° 36' 31' West, a distance of 911.40 feet;

thence, South 27° 58' 52' East, a distance of 1183.73 feet to a point on the South line of the Northeast 1/4 of Section 34;

thence, along said South line, South 89° 32' 53' East, a distance of 831.16 feet to the POINT OF BEGINNING, County of Douglas, State of Colorado.

EXHIBIT B

Form of Petition for Annexation

[Remainder of page intentionally left blank]

PETITION FOR ANNEXATION

TO THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

The undersigned (“**Petitioner**”), in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended (the “**Act**”), hereby petitions (this “**Petition**”) the Town Council (the “**Council**”) of the Town of Castle Rock, Colorado (the “**Town**”) to annex to the Town the unincorporated territory located in the County of Douglas, State of Colorado, as more particularly described by its legal description in Exhibit A, which is attached hereto and incorporated herein by this reference (the “**Property**”).

In support of this Petition, Petitioner further states as follows:

1. It is desirable and necessary that the Property be annexed to the Town.

2. The condition set forth in Section 30(1)(b) of Article II of the Colorado Constitution has been met, the provisions of Section 30 of Article II of the Colorado Constitution have been complied with, and the requirements of Sections 31-12-104 and 31-12-105 of the Act exist or have been met in that:

(a) Not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town.

(b) Contiguity with the Town is not established by use of any boundary:

(i) of an area previously annexed to the Town that, at the time of its annexation, was not contiguous at any point with the boundary of the Town, was not otherwise in compliance with Section 31-12-104(1)(a) of the Act, and was located more than three miles from the nearest boundary of the Town (“**Non-Contiguous Area**”); or

(ii) of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.

(c) A community of interest exists between the Property and the Town.

(d) The Property is urban or will be urbanized in the near future.

(e) The Property is integrated with or is capable of being integrated with the Town.

(f) In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(i) has been divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

Exhibit B

Page 2

(ii) comprising twenty acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars for ad valorem tax purposes for the year next preceding the annexation) is included without the written consent of the landowners.

(g) The Property is not presently a part of any incorporated city, city and county, or town; no proceedings have been commenced for incorporation or annexation of part or all of the Property to another municipality; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve months immediately preceding the filing of this Petition.

(h) Annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.

(i) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent of which are within the three mile limit, annexation of the Property will not have the effect of extending a municipal boundary more than three miles in any direction from any point of the Town boundary in any one year.

(j) In establishing the boundaries of the Property, if a portion of a platted street or alley is annexed, the entire width of said street or alley is included, and annexation of the Property will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

3. Petitioner comprises more than fifty percent of the landowners of the Property and owns more than fifty percent of the Property, excluding public streets and alleys and any land owned by the Town. No person has signed this Petition more than one hundred eighty days prior to the date of filing this Petition with the Clerk of the Town.

4. The mailing address of Petitioner, the legal description of the land owned by Petitioner, and the date of signing of Petitioner's signature are all shown on this Petition.

5. Accompanying this Petition are four copies of the annexation boundary map in the form required by Section 31-12-107(1)(d) of the Act containing the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land, and if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

6. Petitioner and the Town previously entered into that Pre-Annexation Agreement (Pine Canyon) dated *[insert date]* (the “**Pre-Annexation Agreement**”), which, among other things, sets forth the respective rights and responsibilities of Petitioner and the Town in connection with the processing of the annexation and initial entitlements of the Property.

7. In connection with the processing of this Petition and as contemplated by the Pre-Annexation Agreement, Petitioner requests that the Town institute the procedure to, concurrently with processing annexation of the Property, as applicable:

(a) In accordance with Section 31-12-115 of the Act and applicable provisions of the Town’s Municipal Code, zone the Property to the Planned Development zoning district;

(b) In accordance with applicable provisions of the Town’s Municipal Code, a Planned Development plan for the Property; and

(c) Approve and execute an annexation and development agreement (“**Annexation Agreement**”) which addresses, among other matters: (i) the general plan of development for the Property; and (ii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S.

8. Petitioner has filed this Petition subject to, and Petitioner’s consent to annexation of the Property to the Town is conditioned upon satisfaction of, the following conditions (collectively, the “**Annexation Conditions**”), any one or more of which may be waived by Petitioner in Petitioner’s sole discretion:

(a) Concurrently with approving annexation of the Property, Council approves, in form and substance satisfactory to Petitioner, the following:

(i) zoning for the Property to the Planned Development zoning district, which is substantially consistent with the application for zoning which Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(ii) a Planned Development plan for the Property, which is substantially consistent with the application Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(iii) a Town-initiated amendment to Town’s Municipal Code Chapter 17.48 “Skyline/Ridgeline Protection Regulations” overlay map and/or 2030 Comprehensive Master Plan to remove the Property from any regulations or guidance purporting to include the Property within the Town’s Skyline/Ridgeline Protection Regulations; and

(iv) such ordinances and/or resolutions, if any, as may be required to implement provisions of the Annexation Agreement.

(b) Town not otherwise defaulting in its obligations set forth in the Pre-Annexation Agreement and the Petition.

9. Petitioner reserves the sole, exclusive and unilateral right to withdraw this Petition for failure of the Annexation Conditions by so notifying the Clerk of the Town in writing at any point prior to the later to occur of: (i) the latest final, non-appealable approval of the final ordinances, resolutions and/or other final actions approving, as requested pursuant to this Petition, (A) annexation of the Property (B) the matters described in Paragraphs 26(j)(i) to 26(j)(iv) (clauses (A) and (B), are collectively referred to herein as the “**Approvals**”); (ii) final, non-appealable resolution of any “Legal Challenge” (defined in Paragraph 0 below); or (iii) any later date contemplated in the Annexation Agreement.

10. Prior to expiration of the period described in the foregoing Paragraph 0 without Petitioner having withdrawn the Petition, neither Petitioner nor the Town shall cause or permit the occurrence of the conditions to effectiveness of the annexation as set forth in Section 31-12-113(2)(b) of the Act, unless otherwise agreed to in writing by Petitioner and the Town.

11. For purposes of this Petition, “Legal Challenge” means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the Approvals or any of the Town’s resolutions or ordinances approving any of the Approvals; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

12. Upon annexation of the Property becoming effective, and subject to the conditions set forth in this Petition and Pre-Annexation Agreement and to be set forth in the Annexation Agreement, the Property shall become subject to the Town’s Home Rule Charter and all ordinances, resolutions, rules and regulations of the Town, except as otherwise may be set forth in the Annexation Agreement, and except for general property taxes of the Town, which shall become effective on January 1 of the next succeeding year following the date on which annexation of the Property becomes legally effective.

13. Except for the terms and conditions of this Petition, Pre-Annexation Agreement, and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), 110(2), 111 or 112(1) of the Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

[Signature Pages and Exhibits Follow This Page]

THEREFORE, Petitioner requests that the Council approve the annexation of the Property.

PROPERTY OWNER/PETITIONER

JRW FAMILY LIMITED PARTNERSHIP LLLP,
a Colorado limited liability limited partnership

By: _____

Name: _____

Title: _____

Date: _____

Petitioner's mailing address: 5975 East Jamison Place, Centennial, Colorado 80112

Is Petitioner a resident of the Property?: No.

Legal description of land owned by Petitioner: *See Exhibit B*, Legal Description of Land Owned by Petitioner

EXHIBIT A

Legal Description of Property Proposed for Annexation

[Insert legal description of Property.]

EXHIBIT B

Legal Description of Land Owned by Petitioner

[Insert legal description of Property.]

EXHIBIT C

Affidavit of Circulator

This petition has been circulated by the undersigned (the circulator) who attest that each signature thereon is that of the person whose name it purports to be. (Each circulator shall sign below in front of the same notary, or attach a separate Affidavit for each circulator).

Signature _____ Initials _____

Print Name _____ Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2024, by _____.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

EXHIBIT C

Form of Restrictive Covenant on Groundwater

[Remainder of page intentionally left blank]

RESTRICTIVE COVENANT ON GROUNDWATER

THIS RESTRICTIVE COVENANT ON GROUNDWATER (“Covenant”) is granted on this ____ day of _____, 2024, by **JRW FAMILY LIMITED PARTNERSHIP LLLP**, a Colorado Limited Liability Limited Partnership (“Grantor”), whose address is 5975 E. Jamison Place, Englewood, CO 80112, to **TOWN OF CASTLE ROCK**, a Colorado home rule municipality (“Grantee”), whose address is 179 Kellogg Court, Castle Rock, Colorado 80104. Grantor and Grantee are each referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

RECITALS

- A. Grantor is the sole owner in fee simple of two parcels totaling approximately sixty and eight-tenths (60.8) acres, located in Douglas County, State of Colorado, more particularly described in **Exhibit A** (collectively “Property”).
- B. Grantor is the sole owner of forty-two and three-tenths (42.3) average annual acre-feet of groundwater in the Lower Dawson aquifer, sixty-three and eight-tenths (63.8) average annual acre-feet in the Denver aquifer, and one hundred and six and four-tenths (106.4) average annual acre-feet in the Laramie-Fox Hills aquifer, all located in Douglas County, State of Colorado, more particularly described in **Exhibit B-1 and B-2** (collectively “Groundwater”).
- C. Grantor desires to annex land, including the Property, into the Town of Castle Rock.
- D. The Town of Castle Rock’s Municipal Code requires the dedication to Grantee of all Denver Basin groundwater underlying all annexed land as a condition of annexation.
- E. Grantor desires to retain the Groundwater for irrigation, stock watering and domestic purposes for the existing homestead, and commercial use in connection with agricultural commercial buildings and a museum (collectively “Permitted Uses”) on the Property.
- F. Grantee is willing to allow Grantor to retain the Groundwater, subject to the terms and conditions outlined in this Covenant.

NOW, THEREFORE, in consideration of the recitals set forth above, incorporated herein by this reference, and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor and Grantee agree as follows.

- 1. **Groundwater Attached to Property.** Grantor covenants and agrees that the Groundwater shall be used only on the Property described in **Exhibit A** for the Permitted Uses, subject to ¶¶ 2 and 4. Grantor shall not transfer, encumber, sell, lease, export, sever or otherwise separate the Groundwater from the Property, subject to ¶¶ 2 and 4.
- 2. **Use on Grantee’s Property.** Notwithstanding ¶ 1, Grantor may utilize the Groundwater for irrigation and stock watering purposes on adjacent property legally described in **Exhibit C** owned by Grantee (“Grantee’s Property”), with written permission of Grantee.

3. Contiguity. The Groundwater in the Laramie-Fox Hills Aquifer underlies both the Property and the property described in Case No. 97CW97 (“97CW97 Property”). If contiguity of the Property and 97CW97 Property is challenged, Grantee and Grantor shall negotiate in good faith to arrive at a solution to satisfy the Grantor’s augmentation obligations.

4. First Right of Refusal. In consideration for the mutual promises contained in this Covenant, Grantor hereby grants Grantee a right of first refusal to purchase the Groundwater described in **Exhibit B** at the then-current fair market value (“FMV”). If Grantor elects to sell or otherwise dispose of the Groundwater with the Property, Grantor and Grantee shall comply with the following procedure.

4.1. Grantor shall give written notice to Grantee of Grantor’s election to sell the Groundwater with the Property or election to sell only the Groundwater to Grantee (“Notice”). The Notice shall outline the terms of the sale of the Groundwater only, including the then-current FMV per acre-foot for water. Under no circumstances shall Grantor condition Grantee’s purchase of the Groundwater on: Grantee’s purchase of the Property; and/or Grantee’s use of the Groundwater on the Property for any term or in perpetuity.

4.2. Grantee shall have twenty-eight (28) days after receipt of Notice to deliver a written offer to purchase the Groundwater on certain terms and conditions (“Grantee Offer”).

4.3. If Grantee submits the Grantee Offer within the 28-day period, Grantor shall have seven (7) days to either accept the Grantee Offer or submit a counteroffer for the sale of the Groundwater for Grantee’s consideration (“Grantor Counteroffer”) in writing. Grantee shall have seven (7) days to accept in writing the Grantor Counteroffer.

4.4. If Grantor accepts the Grantee Offer or Grantee accepts the Grantor Counteroffer within the established timeframes, and Grantor and Grantee close the transaction on the Groundwater, then the limitations in ¶¶ 1 and 2 shall automatically terminate upon the recordation of the deed conveying the Groundwater to Grantee.

4.5. If Grantee fails to submit the Grantee Offer within the 28-day period, fails to accept the Grantor Counteroffer within the 7-day period or rejects the Grantor Counteroffer, this Right of First Refusal and the Covenant shall terminate, and Grantor shall be free to sell the Groundwater with the Property to a *bona fide* purchaser at the terms of the Notice or Grantor Counteroffer. However, the limitations on the uses and sales of the Groundwater in ¶¶ 1 and 2 shall continue in full force and effect in perpetuity, unless and until Grantee purchases the Groundwater from Grantor or Grantor’s successors-in-interest.

4.6. If Grantor does not consummate the sale to a *bona fide* purchaser on the terms communicated to Grantee in the Notice or the Grantor Counteroffer with the sale of the Property, this Right of First Refusal and the Covenant shall remain in full force and effect with regard to Grantor’s and Grantor’s successors-in-interest’s subsequent sales of the Groundwater with the Property.

5. Enforcement. If Grantee finds what it believes is a violation of the terms of this Covenant, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation ("Notice of Violation"). Upon receipt of the Notice of Violation, Grantor shall immediately discontinue the activity or use that has caused the alleged violation, but may contest the alleged violation in writing within fourteen (14) days of receipt of the Notice of Violation by providing an explanation demonstrating why no violation has occurred ("Contest of Notice of Violation"). Upon receipt of a Contest of Notice of Violation, Grantor and Grantee shall meet within fourteen (14) days to attempt to address the alleged violation. If no Contest of Notice of Violation is timely received or if, after the meeting Grantor continues the activity or use that Grantee believes caused the alleged violation, or if a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may seek an injunction to stop it, temporarily or permanently.

5.1 Remedies Cumulative. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Enforcement of the terms of this Covenant shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

5.2 Costs and Fee Recovery. If any action or proceeding is commenced by either party to enforce its rights under this Covenant, 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.

6. Notices. Any notice that either Party is required to give to the other in writing shall be transmitted via U.S. mail, overnight delivery service, email or served personally to the following addresses which addresses may change from time to time by a Party giving written notice in the manner set forth above:

If to the Grantor, addressed to:

JRW Family Limited Partnership, LLLP
c/o James Walker
5975 E. Jamison Place
Englewood, CO 80112
Email: jwalker@pinecanyonranch.com

If to the Grantee, addressed to:

Castle Rock Water
c/o Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Email: mmarlowe@crgov.com

With a copy to:

Town of Castle Rock
c/o Mike Hyman
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Email: mhyman@crgov.com

7. Grantor's Representations and Warranties. Grantor warrants that Grantor has good and sufficient title to the Property and Groundwater, free from all liens and encumbrances.

8. General Provisions:

- 8.1 Severability.** If any provision of the Covenant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 8.2 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 8.3 Applicable Law.** This Covenant shall be subject to and governed by the laws of the State of Colorado. Any legal suit, action, or proceeding arising out of or related to this Covenant shall be instituted in the District Court, Douglas County. 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 Covenant or the transactions contemplated by this Covenant.
- 8.4 Counterparts.** The Parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it; all counterparts, when taken together, shall constitute this instrument.
- 8.5 Amendment.** Any and all changes to this Covenant, 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.
- 8.6 Entire Agreement.** This Covenant sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Covenant.
- 8.7 Recording.** Grantee shall record this Covenant in timely fashion in the official real property records of Douglas County, Colorado. This Covenant shall be a servitude running with the Property and the Groundwater, subject to ¶ 3, and shall be binding on the Parties' successors-in-interest

8.8 No Third Party Enforcement. This Covenant is entered into by and between Grantor and Grantee and does not create rights or responsibilities for the enforcement of the terms of this Covenant in any third parties except as expressly reserved herein.

8.9 Authority to Execute. Each Party represents to the other that such Party has full power and authority to execute and deliver this Covenant, and perform its obligations under this Covenant, that the individual executing this Covenant on behalf of said Party is fully empowered and authorized to do so, and that this Covenant constitutes a valid and legally binding obligation of said party enforceable against said Party in accordance with its terms.

TO HAVE AND TO HOLD, this Covenant unto Grantee, its successors and assigns, forever.

GRANTOR:

JRW FAMILY LIMITED PARTNERSHIP LLLP

By: _____
James W. Walker, _____ Partner

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by James W. Walker, as ____ partner of JRW FAMILY LIMITED PARTNERSHIP LLLP.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

ATTEST:

TOWN OF CASTLE ROCK,
acting by and through the Town of Castle Rock
Water Enterprise

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

EXHIBIT A
Legal Description of Property

Parcel A

That portion of the Northeast $\frac{1}{4}$ of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:

Beginning at a point on the South line of the Northeast $\frac{1}{4}$ of Section 34 from whence the East $\frac{1}{4}$ corner bears South $89^{\circ} 32' 53''$ East, a distance of 512.11 feet and considering said South line to bear South $89^{\circ} 32' 53''$ East, as determined by solar observation, with all bearings contained herein relative thereto;

Thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:

North $25^{\circ} 25' 05''$ West, a distance of 744.26 feet;

North $64^{\circ} 34' 55''$ East, a distance of 100.00 feet;

North $25^{\circ} 25' 05''$ West, a distance of 455.31 feet to a point of curvature, along a curve to the right, having a central angle of $02^{\circ} 32' 56''$, a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North

$24^{\circ} 08' 34''$ West, a distance of 250.00 feet;

Thence, departing said Westerly right of way, South $70^{\circ} 36' 31''$ West, a distance of 911.40 feet;

Thence, South $27^{\circ} 58' 52''$ East, a distance of 1183.73 feet to a point on the South line of the Northeast $\frac{1}{4}$ of Section 34;

Thence, along said South line, South $89^{\circ} 32' 53''$ East, a distance of 831.16 feet to the point of beginning, County of Douglas, State of Colorado

Parcel B

All that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 35 and all that part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of the Denver and Rio Grande Railroad and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad, County of Douglas, State of Colorado

EXHIBIT B-1
Groundwater

The following Denver Basin groundwater and groundwater rights adjudicated as underlying the property described in **EXHIBIT B-2**.

| CASE NUMBER, DISTRICT COURT, WATER DIVISION NO. 1 | LOWER DAWSON NOT-NON-TRIB (Average Annual AF) <i>FOR PERMITTED USES</i> | DENVER NOT-NON-TRIB (Average Annual AF) <i>FOR PERMITTED USES</i> | LARAMIE FOX HILLS NON-TRIB (Average Annual AF) <i>RESERVED FOR POST-PUMPING DEPLETIONS ONLY</i> |
|---|--|--|--|
| 98CW403 | 33.3 | 54.8 | 18.3 |
| 01CW82 | 9 | 9 | 0 |
| 97CW97 | 0 | 0 | 88.1 |
| TOTAL | 42.3 | 63.8 | 106.4 |

Including all rights under the plan for augmentation decreed in Case No. 00CW68, District Court, Water Division No. 1, and an undivided *pro rata* interest under the plan for augmentation decreed in Case No. 11CW18, District Court, Water Division No. 1.

EXHIBIT D

Target Dates

| | |
|--------------------|--|
| January 31, 2025: | JRW submit Annexation Petition and application materials |
| February 18, 2025: | Town Council Substantial Compliance Resolution |
| February 19, 2025: | JRW submit PD Zoning application |
| April 1, 2025: | Town Council Eligibility Hearing |
| April 13, 2025: | Finalize negotiation of Development/Annexation Agreement |
| April 24, 2025: | Town Planning Commission Hearing on PD Zoning |
| May 1, 2025: | Town approval of Town-Initiated Amendment (effective upon approval of PD Zoning Ordinance) |
| May 6, 2025: | Town Council First Reading on Annexation, Development/Annexation Agreement, and PD Zoning Ordinances |
| May 20, 2025: | Town Council Second Reading and Adoption of Annexation, Development/Annexation Agreement, and PD Zoning Ordinances |
| June 19, 2025: | Expiration of Legal Challenge Periods (Depending on Date of Publication) |
| June 20, 2025: | Legal Effective Date of Annexation |

BrieAnna Simon

From: Denae Brodis [REDACTED]
Sent: Wednesday, April 2, 2025 6:23 PM
To: BrieAnna Simon
Subject: Pine Canyon

To whom it may concern,

This development is a terrible idea because of the traffic impact on Founders road because traffic is already a problem getting out of Founders village. I can't imagine how another 1590 cars will impact traffic. Also the water aspect of another 5000 people added to the area

I think this is a terrible idea.

Thanks so much Denae

BrieAnna Simon

From: [REDACTED]
Sent: Monday, March 31, 2025 3:25 PM
To: BrieAnna Simon
Subject: Pine canyon

Hello

We absolutely do not need 1800 plus homes in this area.

- 1: Castlerock has a lack of water now, what will the impact be with another 1800 homes?
- 2: Traffic on Front is extremely busy, especially during school hours. What will the impact be on Front St., Scott Blvd, Woodlands, Black feather and surrounding streets?
- 3: Our schools are over crowded now, what will the impact be with 1800 more homes. Our children will suffer with their education.
- 4: Was this area not part of Metzler Foundation that is supposed to be open space?I would hope the Town Council would take in consideration all these impacts that are going to grossly impact the neighborhood.

Mitzi Valdez

[Sent from AOL on Android](#)

BrieAnna Simon

From: Steve Vize [REDACTED]
Sent: Thursday, March 20, 2025 1:04 PM
To: BrieAnna Simon
Subject: "Pine Canyon Development Plan" Drawing

Follow Up Flag: Follow up
Flag Status: Flagged

Dear BrieAnna Simon,
Town of Castle Rock Representative for Pine Canyon Development Plan

In regards to the Pine Canyon Development Plan, I am providing my comments to the Town Council.

As a resident living on [REDACTED] adjacent to the section PA-3 shown on the Pine Canyon Development Plan your plans greatly impact my wife & me.

General Comments:

1. A resort hotel should NOT be introduced into a single family neighborhood. This action would only add to the already congested traffic flow, annoying lights at night time and what I would consider an eyesore, if more than two stories high. The resort property PA-6 should be moved to PA-18 location or perhaps near the new Crystal Valley Interchange off I-25. Please reserve PA-6 property for a new Open Space or park. You might consider a new fire station to serve the needs of all the new houses.
2. The new park area on the south side of PA-3 & PA-4 should be expanded, especially on the southeast corner of the property. This improvement will help buffer the interface between the existing homes and the new development. The southeast corner of development should be equivalent to the proposed park area shown on the southwest corner of PA-4.
3. All new homes must be connected to a renewable city water source. This means that no new wells may be drilled. This will safeguard our existing aquifers and protect the water supply for all existing homes.
4. All new Multi-Family townhouses must be built by Front Street or I-25. No townhouses allowed along Founders Parkway.

We sincerely appreciate the town council's concern for preserving thie integrity of our single family neighborhoods.

Respectfully,

Steve & Chris Vize
(Escavera residents)

BrieAnna Simon

From: Thomas Berve [REDACTED]
Sent: Tuesday, April 1, 2025 2:34 PM
To: BrieAnna Simon
Subject: Pine Canyon Proposed Annexation

To Whom it may concern:

For the various reasons already stated in many of the citizen & City of Castle Rock letters/comments submitted earlier to Douglas County, please do not approve anything that leads to the development of the land within the Castle Rock city limits known as Pine Canyon. It would be astonishing that our town would do that to its inhabitants who happen to live in Castle Rock. Thank you for counting 4 votes from our family against the proposed annexation & thank you to all the council members of Castle Rock who are willing to stand up & vote no to the “progress” that seems to continue to beat its drum here in Castle Rock. Consider all the factors, traffic, noise pollution, water availability & water usage, loss of wildlife, loss of open space & loss of confidence of the citizens for our elected representatives. There is not one good thing that would come out of this development for Castle Rock, except more money for the town. Scale the project way down, choose lower density, choose to show that the our town cherishes some of the beauty of the area & not simply the financial benefits to Castle Rock for this annexation & probable development.

Vote NO for this annexation, PLEASE.

The citizens of this area are watching what the vote is & how it will affect ALL of us.

T. & C. Berve

From: [REDACTED]
To: [BrieAnna Simon](#)
Subject: Pine Canyon Annexation
Date: Monday, March 10, 2025 8:40:01 AM

Hi BrieAnna,

I received an email a couple weeks ago mentioning the Pine Canyon Annexation meetings that will be held and it stated to submit any comments on the project to you. I live in the [REDACTED] neighborhood (Meadows) directly west of the Pine Canyon property.

My only comment/feedback at this time related to the proposed annexation is that there needs to be a new interchange with I-25 as part of the agreement to help alleviate (to some extent) the congestion on the roads within the City. The developer should be responsible for a significant portion of the cost.

Thanks,
Cody

From: [REDACTED]
To: [BrieAnna Simon](#)
Date: Monday, February 10, 2025 10:57:21 PM

Thank you so much for your time this morning I really appreciate it. I live in [REDACTED] and I think having a huge development of over 500 homes . It will tax the road system of Founders getting into the development and create alot more traffic as well as tax the water system and numerous other resources, therefore I think this development proposal should be rejected

Thanks so much for your time

Denae Brodis

From: [REDACTED]
To: [BrieAnna Simon](#)
Subject: Pine Canyon – Proposed Annexation and Zoning
Date: Wednesday, January 29, 2025 10:43:21 AM

BrieAnna Simon,

Thank you so much for your time this morning I really appreciate it. I live in [REDACTED] and I think having a huge development of 1800 homes, hotel and other commercial businesses is a terrible idea. It will tax the road system of Founders getting into the development and create alot more traffic as well as tax the water system and numerous other resources, therefore I think this development proposal should be rejected.

Sincerely,
Denae

From: [REDACTED]
To: [BrieAnna Simon](#); [REDACTED]
Subject: Re: Pine Canyon and Black Feather
Date: Monday, March 10, 2025 1:48:14 PM
Attachments: [image001.png](#)

Hello again BrieAnna,

I had spoken to a council member briefly after the Pine Canyon community meeting in February to ask about previously circulated plans from CDOT, incorporating a transportation hub in the PA 17 & 18 area that could include an interchange. He said he thought that plan was abandoned.

It looks like that mobility project is still in discovery phase. <https://www.codot.gov/projects/studies/i25mobilityhubcastlerock>.

With the results of the CDOT study due 'this spring', and Pine Canyon in the running, is it prudent to wait until the study results to know if the potential for that usage is fully incorporated. Do the current impact studies include this mobility project as a potential impact? I'm not an engineer but It seems like standard mixed use considerations would be different than a transportation hub, especially at the Black Feather Trail intersection.

I hope someone can address this possible gap, but I am unable to attend the community meeting March 11. Is there a recording or transcript of the meetings available?

All my best,
Heather Taber

[REDACTED]
[REDACTED]

Get [Outlook for Android](#)

From: BrieAnna Simon <BSimon@crgov.com>
Sent: Wednesday, February 19, 2025 8:41:34 AM
To: H T [REDACTED]; Mark Sneddon [REDACTED]
Subject: RE: Pine Canyon and Black Feather

Good morning

Thank you for providing your feedback and comments related to the Pine Canyon Annexation and Zoning. Your information has been compiled and will be provided in the public hearing packets to both the Planning Commission and Town Council, who makes the final decision on this application.

This is an active land use application and going through the staff review process at this time. Town professionals are reviewing the plans to ensure all Town criteria is met. I have forwarded your concerns to the appropriate departments. Staff will take these concerns into consideration as we

review the provided plans.

We appreciate your comments and concerns on this development. This Annexation and Zoning will have future Neighborhood Meetings and Public Hearings before the Planning Commission and Town Council as it advances through the process. Please feel free to send me any additional questions or concerns.

Thank you.



BrieAnna Simon

Development Services | Senior Planner
Town Hall, 100 N. Wilcox St, Castle Rock, CO 80104
Direct 720.733.3566 | bsimon@crgov.com

Your feedback is important to us, please let us know how we are doing by taking our Customer Service survey: <https://www.surveymonkey.com/r/LR35C27>

From: H T [REDACTED]
Sent: Wednesday, February 19, 2025 7:00 AM
To: BrieAnna Simon <BSimon@crgov.com>; Mark Sneddon [REDACTED]
Subject: Pine Canyon and Black Feather

Hi BrieAnna,

I joined the Pine Canyon neighborhood meeting this past week to see how mitigation for my home would be considered during the Pine Canyon development process. I feel like I have a fair understanding of the overall process and am glad it will be done as an annexation to the city with multiple timelines for input based on the overall development and each platted area.

I live at [REDACTED] and my concerns are:

- The immense impact of traffic on the corner of Black Feather Trail and Front Street (from Front St entrance of Pine Canyon PA 16 and Woodlands Blvd punch through)
 - I'm afraid the assessment is incorrect on not tagging this corner as an immediate impact (yellow dot). It is the intersection that controls access to I25 and Hwy 85. If I'm not mistaken, with the assessment calling this intersection secondary impact (green dot) it will be the City's responsibility to mitigate impacts instead of directly done by the developer. This seems unfair to the Black Feather community and the city.
 - The parking lot at Black Feather is already used as a cutoff for people avoiding the light and this development will increase that dangerous misuse
 - The increase in exhaust will be harmful to the few remaining trees protecting the Black Feather community
 - The increase in noise will diminish the enjoyment of the Black Feather residents
- The noise and light pollution from the mixed use area on the west side of I25 (PA 17 & 18)

- With the broad description of mixed use area and the potential for a transit center it seems unavoidable that there would be a large amount of 24 hour lighting
 - 24 hour light pollution is a known health risk for people and trees
 - The increase in traffic to the mixed use area will further the noise and exhaust issues that will impact the Black Feather community
 - The increase in light and noise from the mixed use area will directly impact the enjoyment of my home at Black Feather (facing SW)

I do think the corner should be reassessed for mitigation by the developer and that there is time for clever planners to plan some mitigation for the Black Feather community, for instance a tree shelter belt on the north and west parts of the easement. I might be using vocabulary loosely here from a planner point of view and have zero skills or background for planning but I think you get what I'm saying. I have also cc'd another concerned owner at [REDACTED], on this email and with a bit of time could definitely add 50 or so other owners with similar concerns.

I hope to be at the next meeting and to hear that the above issues can be addressed with more specific strategies. Or please use this email thread as a way to let us know what you think.

All my best,
Heather Taber

[REDACTED]
[REDACTED]

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From: [REDACTED]
To: [BrieAnna Simon](#)
Subject: Re: Pine Canyon Public Comment
Date: Wednesday, February 26, 2025 10:05:37 AM
Attachments: [image001.png](#)

BrieAnna:

I would like to leave some comments about the Pine Canyon development proposal. I am a resident of Castle Rock. Basically I feel that before any approval is finalized the acres/project be 100% annexed into the Castle Rock city limits and the owner and developers are required to pay 100% of all city taxes, fees, etc that are required. Regardless of the size and the history of the family there should be no concessions that help this development that are different than all other property owners and developers incur and have incurred as Castle Rock has expanded its footprint.

I am especially concerned that they must be required to meet every demand by Castle Rock water and safety division (Fire and Police) for both the near term and long term. As has been presented, this development will add many new burdens on Castle Rock services. Fire, police, utilities, schools, roads, and more. Front street is already limited in its capacity and the extra traffic to Founders Parkway, Woodlands Blvd, and other roads and streets will create substantial costs and maintenance.

As recently reported by the media it is refreshing to see what the developers of the "brickyard" are adding to improve the city roads, infrastructure, and recreation. Ideally the inherited owners of these acres would consider a sale to a potential group of the city, county, state, wildlife and conservation funds, etc and a park, greenspace, outdoor classrooms, educational center, and other related improvements rather than more homes, commercial endeavors, traffic, and overall crowding and congestion.

Thank you. Ken McClure

On Wed, Feb 26, 2025 at 8:38 AM BrieAnna Simon <BSimon@crgov.com> wrote:

Good morning Ken,

Thank you for taking the time to speak with me this morning, Please let me know if you have any questions or comments concerning the proposed Pine Canyon Annexation and Zoning project.

Thank you.



BrieAnna Simon

Development Services | Senior Planner

Town Hall, 100 N. Wilcox St, Castle Rock, CO 80104
Direct 720.733.3566 | bsimon@crgov.com

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From: [REDACTED]
To: [BrieAnna Simon](#)
Subject: Pine Canyon proposal
Date: Tuesday, March 11, 2025 12:19:45 PM

I oppose the Pine Canyon proposal. This is based on maintaining the beauty along founders as you make your way around the curve in a southwest direction with the view of pikes Peak beyond.

Also, I don't believe that we have the infrastructure available to do this nor the capability. Additionally, I believe that additional traffic will create problems as well.

I would love to attend tonight's meeting, but I'm unable to do so.

thank you sincerely Kevin and Marie Peterson [REDACTED] in Castle Rock, Colorado.

Sent from my iPhone

PRE-ANNEXATION AGREEMENT (PINE CANYON)

This Pre-Annexation Agreement (Pine Canyon) (this “**Agreement**”) is made and entered into as of December 17, 2024 (the “**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): JRW FAMILY LIMITED PARTNERSHIP LLLP, a Colorado limited liability limited partnership (“**JRW**”), and the Town of Castle Rock, a Colorado home rule municipality (“**Town**”).

RECITALS

This Agreement is made with respect to the following facts:

A. JRW is the fee simple owner of certain real property located in Douglas County, Colorado (“**County**”) and legally described in Exhibit A attached hereto (the “**Property**”).

B. As of the Effective Date, the Property is located entirely within the unincorporated County, and JRW is processing the following entitlements for the Property with the County (collectively, the “**County Applications**”):

1. Pine Canyon Planned Development (Case No. ZR2020-010), for the rezoning to the Planned Development zoning district and approval of a development plan pursuant to County Zoning Resolution (“**DCZR**”) Section 15 to allow up to 1,800 residential units and 600,000 square feet of non-residential development (the “**Pine Canyon PD**”);

2. Special District Service Plan (Case No. SV2020-001), for the approval of the service plans for Pine Canyon Metropolitan District Nos. 1-5 and Pine Canyon Water & Sanitation District as Title 32 special districts (the “**District Approval**”); and

3. Water Appeal for the Pine Canyon PD (Case No. MI2020-009), for the adjustment to the DCZR water demand standards for the Property pursuant to DCZR Section 1808A (the “**Water Appeal**”).

C. Town opposes County’s approval of the County Applications and desires for the Property to be annexed and developed within Town’s jurisdiction.

D. JRW is willing to annex the Property to Town, provided that it can obtain substantially the same zoning in Town as provided by the Pine Canyon PD.

E. As of the Effective Date, County tabled the public hearings on the final decision of the County Applications to allow time for JRW and Town to process, negotiate, and render a final decision on the annexation and entitlements of the Property in the Town in accordance with the terms of this Agreement.

F. Subject to, in accordance with, and in consideration of the terms and conditions of this Agreement, JRW will initiate the applicable procedures under the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended (the “**Act**”) and Town Municipal Code (“**Code**”) regarding: (a) annexation of the Property to Town (the

“**Annexation**”) and an annexation and development agreement setting forth: (i) the Parties’ rights and obligations regarding certain terms and conditions that will apply to the Property after the Annexation becomes legally effective; (ii) the general plan of development for the Property; and (iii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S. (the “**Development/Annexation Agreement**” and, together with the Annexation, the “**Annexation Process**”); and (b) concurrently with the Annexation Process, zoning the Property to the Planned Development zoning district and approval of a Planned Development Plan (the “**Zoning Process**”) on terms and conditions that enable development of the Property in substantially the same manner as the Pine Canyon PD (as more fully described in Paragraph 4 below, “**PD Zoning**”).

G. As of the Effective Date, Town’s 2030 Comprehensive Master Plan (“**Master Plan**”) and Code Chapter 17.48, “Skyline/Ridgeline Protection Regulations” and Town’s overlay zoning district map for the same (“**Skyline/Ridgeline Protection Regulations**”) depict a portion of the Property as subject to the Skyline/Ridgeline Protection Regulations. The Property will be exempt from the Skyline/Ridgeline Protection Regulations, as the PD Zoning will include alternative viewplane protections narrowly tailored to the Property. Upon receipt of the executed Petition initiating the Annexation Process, Town will take whatever measures are necessary, including without limitation an administrative or other amendment to the Master Plan and Skyline/Ridgeline Protection Regulations map, to remove the Property from any regulations or guidance purporting to include the Property within the Skyline/Ridgeline Protection Regulations (collectively, the “**Town-Initiated Amendment**”).

H. The Parties wish to cooperate regarding the Annexation Process and the Zoning Process and to facilitate Town Council of the Town’s (“**Town Council**”) final action on the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment.

I. The Parties have determined that this Agreement’s terms and conditions are reasonable in connection with their respective activities to facilitate the Annexation Process and Zoning Process and that such matters are intended to protect, promote and enhance the public health, safety and welfare of Town and to serve the interests of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose and Effect of this Agreement. This Agreement addresses the Parties’ respective rights and obligations with respect to the Annexation Process and the Zoning Process during the period prior to the Town Council taking final action regarding the Annexation, Development/Annexation Agreement, and PD Zoning and, if Town Council approves the Annexation, Development/Annexation Agreement, and PD Zoning, continuing through and including the date on which the Annexation becomes legally effective in accordance with Section 31-12-113(2)(b) of the Act.

2. Town Discretion to Approve. Pursuant to the Act, Town Council has legislative discretion to determine whether to approve the Annexation. Town has no legal obligation arising under this Agreement to approve the Annexation, Development/Annexation Agreement, or PD Zoning; provided, however, Town will adhere to the terms and conditions of this Agreement that pertain to the Annexation Process and the Zoning Process.

3. Annexation Process. Within 45 days after the Effective Date, JRW will submit a petition for annexation of the Property to Town in substantially the form attached hereto in Exhibit B (the “**Petition**”) and in accordance with the Act and applicable provisions of the Code; provided, however, no transfer of residential development rights or renewable water rights will be required for the Property pursuant to Code Section 20.02.015, as Town’s “Water Resource Strategic Master Plan” designates the Property as “infill.” The Parties will thereafter pursue the Annexation Process with reasonable diligence to completion, including but not limited to preparation of the requisite legal descriptions, maps, publications and related technical matters, at JRW’s expense, all in accordance with the Act; provided, however, Town will: (i) credit previously paid application fee(s), and waive any new application review fee(s) associated with the Annexation, Development/Annexation Agreement, and PD Zoning; (ii) host, notice, and present at the neighborhood meetings for the Annexation and PD Zoning Process on JRW’s behalf; and (iii) not require the submittal of a new traffic impact study with the PD Zoning. During the period preceding Town Council’s final action on the Annexation and in accordance with Paragraph 5 below, the Parties will cooperate to produce the final, mutually agreed upon form of the Development/Annexation Agreement. Town Council will take final action on the Development/Annexation Agreement at the same meeting at which Town Council takes final action on the Annexation and PD Zoning.

4. Zoning Process; PD Zoning. In accordance with applicable provisions of the Code and at the time permitted and otherwise in accordance with Section 31-12-115 of the Act, JRW will initiate the Zoning Process by submitting an application for the PD Zoning to Town. The Parties will thereafter pursue the Zoning Process with reasonable diligence to completion and concurrently with completion of the Annexation Process. Town will host, notice, and present at the neighborhood meetings for the Zoning Process. Nothing in this Agreement will require Town to approve the PD Zoning or otherwise to affect Town Council’s quasi-judicial decision-making authority. Town Council will take final action on the PD Zoning at the same meeting at which Town Council takes final action on the Annexation and Development/Annexation Agreement.

(a) PD Zoning. Town will not require a new traffic impact study in connection with submittal and approval of the PD Zoning; notwithstanding the foregoing, new or updated traffic studies may be necessary in connection with future site development plans in accordance with Code requirements. As may be further addressed in the Development/Annexation Agreement and Petition, JRW’s consent to the Annexation is conditioned on, and the Parties anticipate, the zoning of the Property will be to PD Zoning with terms that enable development of the Property in substantially the same manner as the Pine Canyon PD (as such application exists as of the Effective Date, which includes up to 1,800 residential units and 600,000 square feet of non-residential development), except as modified to address the following:

(i) Skyline/Ridgeline Protection Regulations. The terms and conditions of the Skyline/Ridgeline Protection Regulations, or an applicable successor land use ordinance, will not apply to the Property, and the PD Zoning will expressly exempt the Property from such regulations. The PD Zoning will include a viewplane protection overlay for the Property that protects natural resources and views on the Property by providing buffering and screening of structures in the eastern areas of the Property. The viewplane protection overlay will include requirements substantially similar to those set forth in Pine Canyon PD Statement of Commitments Section 4.3. Specifically, while the viewplane protection overlay will allow limited overlot grading activities for roadways and utilities, it will not allow clear cutting or overlot grading of specific planning areas that might otherwise have partially or wholly been included within the Skyline/Ridgeline Protection Regulations' boundaries (i.e., portions of the Pine Canyon PD Planning Areas 1, 4, 5, 7, 9, 10 and 11). The PD Zoning ordinance and related zoning regulations will set out in detail how tree preservation selection will occur in conjunction with any required wildfire mitigation/forest management and will require the developer to demonstrate with the approval of each Site Development Plan that the visibility of any proposed structures will be reduced and screened through the viewplain protection overlay requirements.

(ii) Landscaping: Town's applicable landscaping requirements set forth in the Code and Town's Landscape and Irrigation Criteria Manual will apply to the Property and be incorporated into the PD Zoning's standards and requirements.

(iii) Open Space. Town's minimum 20% open space requirement will apply to the Property.

(iv) Water Treatment/Major Facility. The PD Zoning will prohibit water treatment and wastewater treatment facilities unless such facilities are owned and operated by Town.

5. Development/Annexation Agreement. The Parties anticipate entering into a Development/Annexation Agreement as part of the Annexation Process and that the Development/Annexation Agreement will address matters which will govern and control as to the Property from and after the date on which the Annexation becomes legally effective, including but not limited to such matters as are contemplated by Paragraphs 3 through 4 above to be effective after the Annexation becomes legally effective. As part of the Annexation Process and during the period prior to Town Council taking final action on the Annexation, the Parties will negotiate the specific terms of the Development/Annexation Agreement. Without limitation of the foregoing, the Parties anticipate the Development/Annexation Agreement will address, and JRW's consent to the Annexation is conditioned on JRW's satisfaction regarding, the following matters pertaining to the Property after the Annexation becomes legally effective:

(a) Limited Groundwater Dedication; Retained Groundwater. The Town, in accordance with Code Section 4.04.045.B, has exempted the Property from any renewable water resource dedication requirements as part of the Annexation Process. As a precondition to Town Council approval of any annexation, rezoning, or subdivision, Code

Sections 4.04.050.A, B., and C. require dedication of all water rights appurtenant to and associated with the subject property to Town. Notwithstanding these provisions, upon the legal effectiveness of the Annexation, JRW will convey to Town by special warranty deed approximately 757 average annual acre-feet of groundwater appurtenant to the Property (“**Dedicated Groundwater**”) and JRW will retain approximately 106 average annual acre-feet of groundwater appurtenant to the Property (“**Retained Groundwater**”) solely for irrigation, stock watering, domestic, and other agricultural purposes for the existing homestead that comprises the eastern-most approximately 61.3 acres of the Property. Upon the legal effectiveness of the Annexation, JRW and Town will execute and record a restrictive covenant substantially in the form attached as Exhibit C that: (i) restricts JRW’s use of the Retained Groundwater for agriculture and irrigation purposes associated with the 61.3-acre homestead on the Property and adjacent Town property; and (ii) grants Town a right of first refusal to purchase the Retained Groundwater.

(b) Water and Wastewater Services. Town will provide water and wastewater services to the Property in the same manner as is provided to all properties within Town’s jurisdictional boundaries. Town will not require any dedication or fee-in-lieu requirements in excess of the Dedicated Groundwater contemplated by Paragraph 5(a).

(c) Police and Fire Services. Town will provide police and fire services to the Property in the same manner as is provided to all properties within Town’s jurisdictional boundaries. Except for generally applicable property taxes and fees that apply to all properties within the Town, the Property will not be subject to any fees or payments for police and fire services.

(d) Exclusion from Fire Protection District. Per Article VI of the Town of Castle Rock/Castle Rock Fire Protection District Amended and Restated Intergovernmental Agreement by and between Town and the Castle Rock Fire Protection District (“**Fire Protection District**”) dated September 15, 2009, Town will take such steps necessary to exclude the Property from the territory of the Fire Protection District upon the effective date of the annexation of the Property to Town.

(e) Mobility Hub. The PD Zoning will permit a multi-modal transportation hub location to serve pedestrian, bicycle, vehicle, and mass transit transportation (“**Mobility Hub**”) for the future construction and operation by the Colorado Department of Transportation (“**CDOT**”).

(f) Liggett Road Bridge Replacement. The Parties will cooperate with CDOT regarding the possible reconstruction and/or replacement of the existing Liggett Road Bridge over Interstate-25; provided, however, that nothing in this Agreement obligates Town or JRW to commit any funds to such reconstruction and/or replacement.

(g) Parks and Open Space. The PD zoning and future site development plans for the Property shall require the completion of parks, trails, and open space improvements. JRW, the future developer of the Property, or a metropolitan district shall be responsible for the construction of such parks, trails, and open space improvements. As determined in each approved site development plan and upon completion and Town acceptance of these

facilities, JRW, the future developer, or metropolitan district, as applicable, shall, if required by the approved site development plan, dedicate and transfer such property and/or improvements to Town for Town ownership and maintenance.

(h) Vested Property Right. The Parties will negotiate in good faith regarding the designation of the Development/Annexation Agreement as a Site Specific Development Plan and a development agreement that establishes a Vested Property Right for a period of 25 years pursuant to Chapter 17.08 of the Code and C.R.S., Title 24, Article 68, which Vested Property Right will specifically include the Parties' agreements regarding the matters addressed in this Paragraph 5.

(i) Service Plan. The Parties will negotiate in good faith regarding the form of service plans (the "**Service Plan**") for the formation of up to five metropolitan districts on terms and conditions generally consistent with the District Approval in accordance with the statutory process pursuant to C.R.S. §§ 32-1-101, *et seq.* and Code Chapter 11.02. The Service Plan will be consistent with Town's model service plan and will be included as an exhibit to the Development/Annexation Agreement. Following the date on which the Annexation becomes legally effective in accordance with Section 31-12-113(2)(b) of the Act, JRW will submit the Service Plan for Town review and approval and the Parties will, in good faith, use reasonable diligence to process the Service Plan for Town Council's final action. Upon completion of the metropolitan district formation process, the metropolitan districts are anticipated to have authority to: (a) finance the construction, operation and maintenance of any and all roadway, access, intersection (on-site or off-site), park, trail, open space, water, sanitary sewer, stormwater, or drainage improvements; (b) commission any and all studies, reports, or plans, including but not limited to, any studies, reports or plans regarding weed mitigation, forest management, fire mitigation, tree preservation, wildlife preservation, biological resources, cultural resource, noise; and (c) create and enforce any design or architectural guidelines for specific areas within the Property.

6. Town-Initiated Amendment. Upon receipt of the executed Petition, Town will initiate and process the Town-Initiated Amendment in accordance with the applicable provisions of the Code. Nothing in this Agreement will require Town to approve the Town-Initiated Amendment, or otherwise to affect Town Council's legislative authority. Town or Town Council, as applicable, will take final action on the Town-Initiated Amendment prior to or at the same meeting at which Town Council takes final action on the Annexation, Development/Annexation Agreement, and PD Zoning.

7. Target Dates. The Parties will, in good faith, use reasonable diligence to submit, negotiate, and process for Town's final decision the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment in accordance with the target dates and schedule set forth in Exhibit D attached hereto.

8. Termination Right; Town Waiver. If Town, acting in bad faith or in default of this Agreement, denies or otherwise fails to act upon final approval of the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment on or before July 31, 2025, and provided such action or failure to act is not due to bad faith or a default of this Agreement on the part of JRW, or a third party Legal Challenge (defined in Paragraph 10), JRW

may terminate this Agreement and the Annexation Process by withdrawing its Petition in the manner prescribed in the Petition. JRW may then proceed with obtaining final County approval of the County Applications in 2025. Town will not interfere with or obstruct in any manner whatsoever County approval of the County Applications in the forms existing as of the Effective Date. The provisions of this Paragraph 8 will survive any termination of this Agreement.

9. Conditions to JRW's Consent. JRW's consent to the Annexation becoming legally effective is conditioned upon the following conditions precedent ("**Annexation Conditions**"):

(a) Town and Town Council processing and taking final action on the Development/Annexation Agreement, and PD Zoning concurrently with processing and taking final action on the Annexation such that the Annexation, if approved by Town Council, will not become legally effective unless Town Council also has approved the Development/Annexation Agreement and PD Zoning, and such approvals have become legally effective concurrently with the Annexation becoming legally effective;

(b) Town and Town Council, as applicable, processing and taking final action on the Town-Initiated Amendment prior to or concurrently with taking final action on the Annexation, Development/Annexation Agreement, and PD Zoning;

(c) Town and Town Council approving the Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment in forms materially consistent with the terms and conditions contemplated in this Agreement; and

(d) Town not otherwise defaulting in its obligations set forth in this Agreement and the Petition.

The Petition will reserve JRW's right to withdraw the Petition for failure of the Annexation Conditions in accordance with Section 31-12-107(1)(e) of the Act. Except for the terms and conditions of this Agreement and those to be set forth in the form of the Petition and Development/Annexation Agreement anticipated to be agreed upon and executed by the Parties, which terms and conditions JRW expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), -110(2), -111 and -112(1) of the Act, Town will not impose additional terms and conditions upon the Property.

10. Cooperation in Defending Legal Challenges. If either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges (a) the Annexation of the Property, (b) Development/Annexation Agreement, (c) PD Zoning, (d) the Town-Initiated Amendment, or (e) any of Town's ordinances, resolutions or other approvals approving any of the foregoing; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of such ordinances (collectively, a "**Legal Challenge**"), JRW and Town will cooperate in good faith to defend such Legal Challenge. If a Legal Challenge is commenced, JRW and Town will negotiate in good faith and enter into a cost-sharing agreement with respect to the Parties' responsibility to pay or reimburse the costs of the defense of such Legal Challenge; provided however, each Party will pay its own attorney fees.

11. Annexation Effectiveness. Neither JRW nor Town will cause or permit the occurrence of the conditions to effectiveness of the Annexation as set forth in Section 31-12-113(2)(b) of the Act prior to the latest to occur of: (a) final, non-appealable approval of the ordinances approving, as contemplated in this Agreement, (i) the Annexation, (ii) the Development/Annexation Agreement, (iii) the PD Zoning, (iv) Town-Initiated Amendment; (b) final, non-appealable resolution of any Legal Challenge; or (c) any later date contemplated in the Development/Annexation Agreement.

12. Default and Remedies.

(a) Notice. If a Party defaults in the performance of its obligations under this Agreement, the Party asserting breach by another Party will provide such Party with 15 days' written notice of the asserted breach and the non-breaching Party's intent to take remedial action as provided in this Paragraph 12, and the Party asserted to be in breach will have 15 days after receipt of such notice within which to cure the breach.

(b) Remedies. If any default under this Agreement is not cured pursuant to Paragraph 12(a), then the other Party will be entitled to such remedies as may be available at law or in equity, including taking such action as may be permitted by this Agreement, the Petition, or authorized by law. Additionally, if there is a failure of any of the Annexation Conditions or Town otherwise breaches this Agreement or the provisions of the Petition, JRW may terminate the Annexation Process by withdrawing its Petition in the manner prescribed in the Petition.

13. Term. This Agreement will be in effect for the period commencing on the Effective Date and continuing through and including the earlier to occur of the date on which: (a) a Party delivers written notice of termination to the other Parties; (b) JRW withdraws the Petition; or (c) Town Council takes final action either to (i) terminate the Annexation Process, or (ii) disapprove the Annexation; or (d) the Annexation becomes legally effective.

14. Authorization. The Parties affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, resolutions and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

15. Governing Law; Venue; Waiver of Right to Jury Trial; Construction. The Act and other applicable laws of the State of Colorado will govern this Agreement. Exclusive venue for any legal proceeding arising out of this Agreement will be in the district court for the County. To reduce the cost of and to expedite the resolution of disputes under this Agreement, **each Party hereby waives any and all right to request a jury trial in any action relating to the interpretation or enforcement of this Agreement.** In the event of ambiguity in this Agreement, any rule of construction which favors one Parties' interpretation as a non-drafting Party will not apply, and the ambiguous provision will be interpreted as though no specific Party was the drafter.

16. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, will be strictly reserved to the Parties. Nothing contained in this Agreement will be construed to give or to allow any claim or

right of action by any third party. Any party other than the Parties will be deemed to be an incidental beneficiary only. There are no intended third-party beneficiaries to this Agreement.

17. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unlawful or unenforceable for any reason, the remaining provisions of this Agreement will remain in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party(ies) against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such Party of the benefit of its bargain. The Parties will cooperate in good faith to reform any such invalidated provision(s) in a manner that most fully implements the Parties' original intent and objectives.

18. Governmental Immunity. Nothing in this Agreement will be construed as a waiver of any protections or immunities Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

19. No Joint Venture. No form of joint venture or partnership exists between or among the Parties, and nothing contained in this Agreement will be construed as making the Parties joint venturers or partners.

20. Further Assurances. Each Party will execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party(ies) the full and complete enjoyment of its or their rights and privileges under this Agreement.

21. Integration. This Agreement, together with all Exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations or arrangements between the Parties with respect to any and all of the subject matter hereof.

22. Costs. Each of the Parties will be responsible for its respective legal and consulting fees and costs incurred in connection with the negotiation and execution of this Agreement and the performance of its obligations under this Agreement. Town will pay the costs and expenses related to publications and other notices required for the Annexation Process and the Zoning Process.

23. Force Majeure. No Party will be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which will be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemic.

24. No Recording. This Agreement will not be recorded in the County real property records, but the Parties acknowledge this Agreement is a public record, considered and approved at a public meeting, and subject to disclosure upon request under the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*

25. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been

properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third business day after it is mailed. All such notices or other communications will be addressed as follows:

If to Town:

Town Manager
Town of Castle Rock
100 N. Wilcox St.
Castle Rock, Colorado 80104
Phone: 303-660-1374
Email: TownManager@CRgov.com

With a required copy to:

Town Attorney
Town of Castle Rock
100 N. Wilcox St.
Castle Rock, Colorado 80104
Phone: 303-660-1370
Email: legal@crgov.com

If to JRW:

JRW Family Limited Partnership LLLP
5975 East Jamison Place
Centennial, Colorado 80112
Attn: James R. Walker
Phone: 303-623-1900
Email: jrwalker@att.net

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Tom Ragonetti [270462.0001]
Phone: 303.575.7509
Email: tjr@ottenjohnson.com

26. Counterparts; Electronic Delivery. The facsimile, pdf or DocuSign signature of the Parties on this Agreement or any amendments to this Agreement will be deemed an original for all purposes. Amendments to this Agreement may be signed in one or more counterparts (or with

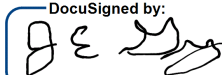
counterpart signature pages) which, taken together, will constitute a fully executed amendment to this Agreement and will be considered a single document.

[Signature Pages and Exhibits Follow This Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Town

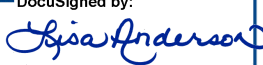
Town of Castle Rock, Colorado,
a Colorado home rule municipality

DocuSigned by:


Name: Jason Gray

Title: Mayor


Attest:

DocuSigned by:

296A8A4EDEC34AF...
Lisa Anderson, Town Clerk

DS



Approved as to form:

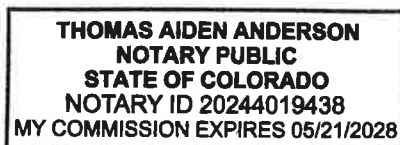
DocuSigned by:

F7347F32A0794D1...
Michael J. Hyman, Town Attorney

JRW

JRW FAMILY LIMITED PARTNERSHIP LLLP,
a Colorado limited liability limited partnership

By: [Signature]
Name: James R. Walker
Title: General Partner

STATE OF Colorado)
COUNTY OF Denver) ss.



The foregoing instrument was acknowledged before me this 18 day of December 2024, by _____, as _____ of JRW FAMILY LIMITED PARTNERSHIP LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires: 05/21/2028

[Signature]
Notary Public

EXHIBIT A

Legal Description of Property

East Side of I-25, Castle Rock, CO

Parcel A

The North 1/2 of the Northeast 1/4 of Section 1, Township 8 South, Range 67 West of the 6th P.M.,

EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, County of Douglas, State of Colorado.

Parcel B

The North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., lying East of Interstate Highway 25, County of Douglas, State of Colorado.

Parcel C

The North 1/2 of the Southwest of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel D

The Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel E

The Southeast 1/4, the East 1/2 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 7 South, Range 67 West of the 6th P.M., EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, AND EXCEPT that fee parcel acquired by Department of Transportation, State of Colorado by Rule and Order, Order for Disbursement of Funds, and Order for Release of Lis Pendens in Civil Action 2009CV883, District Court, Douglas

West Side of I-25, Castle Rock, CO

Parcel A

All that part of the North 1/2 of the Southwest 1/4 of Section 35 and all that part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of Interstate 25 and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad,

EXCEPT Denver and Rio Grande right of way,

AND EXCEPT right of way for Liggett Road,

AND EXCEPT Lot 1, Douglas County Lions Club,

AND EXCEPT property described in Exhibit A to Rule and Order in Civil Action 2005CV1763, District Court, Douglas County, State of Colorado, recorded June 20, 2008 at Reception No. 2008043978, County of Douglas, State of Colorado.

Parcel B

Lot 1, DOUGLAS COUNTY LIONS CLUB, County of Douglas, State of Colorado.

Parcel C

That portion of the Northeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:

BEGINNING at a point on the South line of the Northeast 1/4 of Section 34 from whence the East 1/4 corner bears South 89° 32' 53' East, a distance of 512.11 feet and considering said South line to bear South 89° 32' 53' East, as determined by solar observation, with all bearings contained herein relative thereto;

thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:

North 25° 25' 05' West, a distance of 744.26 feet;

North 64° 34' 55' East, a distance of 100.00 feet;

North 25° 25' 05' West, a distance of 455.31 feet to a point of curvature;

along a curve to the right, having a central angle of 02° 32' 56," a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North 24° 08' 34' West, a distance of 250.00 feet;

thence, departing said Westerly right of way, South 70° 36' 31' West, a distance of 911.40 feet;

thence, South 27° 58' 52' East, a distance of 1183.73 feet to a point on the South line of the Northeast 1/4 of Section 34;

thence, along said South line, South 89° 32' 53' East, a distance of 831.16 feet to the POINT OF BEGINNING, County of Douglas, State of Colorado.

EXHIBIT B

Form of Petition for Annexation

[Remainder of page intentionally left blank]

PETITION FOR ANNEXATION

TO THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

The undersigned (“**Petitioner**”), in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended (the “**Act**”), hereby petitions (this “**Petition**”) the Town Council (the “**Council**”) of the Town of Castle Rock, Colorado (the “**Town**”) to annex to the Town the unincorporated territory located in the County of Douglas, State of Colorado, as more particularly described by its legal description in Exhibit A, which is attached hereto and incorporated herein by this reference (the “**Property**”).

In support of this Petition, Petitioner further states as follows:

1. It is desirable and necessary that the Property be annexed to the Town.

2. The condition set forth in Section 30(1)(b) of Article II of the Colorado Constitution has been met, the provisions of Section 30 of Article II of the Colorado Constitution have been complied with, and the requirements of Sections 31-12-104 and 31-12-105 of the Act exist or have been met in that:

(a) Not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town.

(b) Contiguity with the Town is not established by use of any boundary:

(i) of an area previously annexed to the Town that, at the time of its annexation, was not contiguous at any point with the boundary of the Town, was not otherwise in compliance with Section 31-12-104(1)(a) of the Act, and was located more than three miles from the nearest boundary of the Town (“**Non-Contiguous Area**”); or

(ii) of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.

(c) A community of interest exists between the Property and the Town.

(d) The Property is urban or will be urbanized in the near future.

(e) The Property is integrated with or is capable of being integrated with the Town.

(f) In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(i) has been divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

Exhibit B

Page 2

(ii) comprising twenty acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars for ad valorem tax purposes for the year next preceding the annexation) is included without the written consent of the landowners.

(g) The Property is not presently a part of any incorporated city, city and county, or town; no proceedings have been commenced for incorporation or annexation of part or all of the Property to another municipality; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve months immediately preceding the filing of this Petition.

(h) Annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.

(i) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent of which are within the three mile limit, annexation of the Property will not have the effect of extending a municipal boundary more than three miles in any direction from any point of the Town boundary in any one year.

(j) In establishing the boundaries of the Property, if a portion of a platted street or alley is annexed, the entire width of said street or alley is included, and annexation of the Property will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

3. Petitioner comprises more than fifty percent of the landowners of the Property and owns more than fifty percent of the Property, excluding public streets and alleys and any land owned by the Town. No person has signed this Petition more than one hundred eighty days prior to the date of filing this Petition with the Clerk of the Town.

4. The mailing address of Petitioner, the legal description of the land owned by Petitioner, and the date of signing of Petitioner's signature are all shown on this Petition.

5. Accompanying this Petition are four copies of the annexation boundary map in the form required by Section 31-12-107(1)(d) of the Act containing the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land, and if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

6. Petitioner and the Town previously entered into that Pre-Annexation Agreement (Pine Canyon) dated *[insert date]* (the “**Pre-Annexation Agreement**”), which, among other things, sets forth the respective rights and responsibilities of Petitioner and the Town in connection with the processing of the annexation and initial entitlements of the Property.

7. In connection with the processing of this Petition and as contemplated by the Pre-Annexation Agreement, Petitioner requests that the Town institute the procedure to, concurrently with processing annexation of the Property, as applicable:

(a) In accordance with Section 31-12-115 of the Act and applicable provisions of the Town’s Municipal Code, zone the Property to the Planned Development zoning district;

(b) In accordance with applicable provisions of the Town’s Municipal Code, a Planned Development plan for the Property; and

(c) Approve and execute an annexation and development agreement (“**Annexation Agreement**”) which addresses, among other matters: (i) the general plan of development for the Property; and (ii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S.

8. Petitioner has filed this Petition subject to, and Petitioner’s consent to annexation of the Property to the Town is conditioned upon satisfaction of, the following conditions (collectively, the “**Annexation Conditions**”), any one or more of which may be waived by Petitioner in Petitioner’s sole discretion:

(a) Concurrently with approving annexation of the Property, Council approves, in form and substance satisfactory to Petitioner, the following:

(i) zoning for the Property to the Planned Development zoning district, which is substantially consistent with the application for zoning which Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(ii) a Planned Development plan for the Property, which is substantially consistent with the application Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(iii) a Town-initiated amendment to Town’s Municipal Code Chapter 17.48 “Skyline/Ridgeline Protection Regulations” overlay map and/or 2030 Comprehensive Master Plan to remove the Property from any regulations or guidance purporting to include the Property within the Town’s Skyline/Ridgeline Protection Regulations; and

(iv) such ordinances and/or resolutions, if any, as may be required to implement provisions of the Annexation Agreement.

(b) Town not otherwise defaulting in its obligations set forth in the Pre-Annexation Agreement and the Petition.

9. Petitioner reserves the sole, exclusive and unilateral right to withdraw this Petition for failure of the Annexation Conditions by so notifying the Clerk of the Town in writing at any point prior to the later to occur of: (i) the latest final, non-appealable approval of the final ordinances, resolutions and/or other final actions approving, as requested pursuant to this Petition, (A) annexation of the Property (B) the matters described in Paragraphs 26(j)(i) to 26(j)(iv) (clauses (A) and (B), are collectively referred to herein as the “**Approvals**”); (ii) final, non-appealable resolution of any “Legal Challenge” (defined in Paragraph 0 below); or (iii) any later date contemplated in the Annexation Agreement.

10. Prior to expiration of the period described in the foregoing Paragraph 0 without Petitioner having withdrawn the Petition, neither Petitioner nor the Town shall cause or permit the occurrence of the conditions to effectiveness of the annexation as set forth in Section 31-12-113(2)(b) of the Act, unless otherwise agreed to in writing by Petitioner and the Town.

11. For purposes of this Petition, “Legal Challenge” means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the Approvals or any of the Town’s resolutions or ordinances approving any of the Approvals; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

12. Upon annexation of the Property becoming effective, and subject to the conditions set forth in this Petition and Pre-Annexation Agreement and to be set forth in the Annexation Agreement, the Property shall become subject to the Town’s Home Rule Charter and all ordinances, resolutions, rules and regulations of the Town, except as otherwise may be set forth in the Annexation Agreement, and except for general property taxes of the Town, which shall become effective on January 1 of the next succeeding year following the date on which annexation of the Property becomes legally effective.

13. Except for the terms and conditions of this Petition, Pre-Annexation Agreement, and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), 110(2), 111 or 112(1) of the Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

[Signature Pages and Exhibits Follow This Page]

THEREFORE, Petitioner requests that the Council approve the annexation of the Property.

PROPERTY OWNER/PETITIONER

JRW FAMILY LIMITED PARTNERSHIP LLLP,
a Colorado limited liability limited partnership

By: _____

Name: _____

Title: _____

Date: _____

Petitioner's mailing address: 5975 East Jamison Place, Centennial, Colorado 80112

Is Petitioner a resident of the Property?: No.

Legal description of land owned by Petitioner: *See Exhibit B, Legal Description of Land Owned by Petitioner*

EXHIBIT A

Legal Description of Property Proposed for Annexation

[Insert legal description of Property.]

EXHIBIT B

Legal Description of Land Owned by Petitioner

[Insert legal description of Property.]

EXHIBIT C

Affidavit of Circulator

This petition has been circulated by the undersigned (the circulator) who attest that each signature thereon is that of the person whose name it purports to be. (Each circulator shall sign below in front of the same notary, or attach a separate Affidavit for each circulator).

Signature _____ Initials _____

Print Name _____ Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2024, by _____.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

EXHIBIT C

Form of Restrictive Covenant on Groundwater

[Remainder of page intentionally left blank]

RESTRICTIVE COVENANT ON GROUNDWATER

THIS RESTRICTIVE COVENANT ON GROUNDWATER (“Covenant”) is granted on this ____ day of _____, 2024, by **JRW FAMILY LIMITED PARTNERSHIP LLLP**, a Colorado Limited Liability Limited Partnership (“**Grantor**”), whose address is 5975 E. Jamison Place, Englewood, CO 80112, to **TOWN OF CASTLE ROCK**, a Colorado home rule municipality (“**Grantee**”), whose address is 179 Kellogg Court, Castle Rock, Colorado 80104. Grantor and Grantee are each referred to herein as a “**Party**” and are collectively referred to herein as the “**Parties.**”

RECITALS

- A. Grantor is the sole owner in fee simple of two parcels totaling approximately sixty and eight-tenths (60.8) acres, located in Douglas County, State of Colorado, more particularly described in **Exhibit A** (collectively “Property”).
- B. Grantor is the sole owner of forty-two and three-tenths (42.3) average annual acre-feet of groundwater in the Lower Dawson aquifer, sixty-three and eight-tenths (63.8) average annual acre-feet in the Denver aquifer, and one hundred and six and four-tenths (106.4) average annual acre-feet in the Laramie-Fox Hills aquifer, all located in Douglas County, State of Colorado, more particularly described in **Exhibit B-1 and B-2** (collectively “Groundwater”).
- C. Grantor desires to annex land, including the Property, into the Town of Castle Rock.
- D. The Town of Castle Rock’s Municipal Code requires the dedication to Grantee of all Denver Basin groundwater underlying all annexed land as a condition of annexation.
- E. Grantor desires to retain the Groundwater for irrigation, stock watering and domestic purposes for the existing homestead, and commercial use in connection with agricultural commercial buildings and a museum (collectively “Permitted Uses”) on the Property.
- F. Grantee is willing to allow Grantor to retain the Groundwater, subject to the terms and conditions outlined in this Covenant.

NOW, THEREFORE, in consideration of the recitals set forth above, incorporated herein by this reference, and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor and Grantee agree as follows.

- 1. **Groundwater Attached to Property.** Grantor covenants and agrees that the Groundwater shall be used only on the Property described in **Exhibit A** for the Permitted Uses, subject to ¶¶ 2 and 4. Grantor shall not transfer, encumber, sell, lease, export, sever or otherwise separate the Groundwater from the Property, subject to ¶¶ 2 and 4.
- 2. **Use on Grantee’s Property.** Notwithstanding ¶ 1, Grantor may utilize the Groundwater for irrigation and stock watering purposes on adjacent property legally described in **Exhibit C** owned by Grantee (“Grantee’s Property”), with written permission of Grantee.

3. Contiguity. The Groundwater in the Laramie-Fox Hills Aquifer underlies both the Property and the property described in Case No. 97CW97 (“97CW97 Property”). If contiguity of the Property and 97CW97 Property is challenged, Grantee and Grantor shall negotiate in good faith to arrive at a solution to satisfy the Grantor’s augmentation obligations.

4. First Right of Refusal. In consideration for the mutual promises contained in this Covenant, Grantor hereby grants Grantee a right of first refusal to purchase the Groundwater described in **Exhibit B** at the then-current fair market value (“FMV”). If Grantor elects to sell or otherwise dispose of the Groundwater with the Property, Grantor and Grantee shall comply with the following procedure.

4.1. Grantor shall give written notice to Grantee of Grantor’s election to sell the Groundwater with the Property or election to sell only the Groundwater to Grantee (“Notice”). The Notice shall outline the terms of the sale of the Groundwater only, including the then-current FMV per acre-foot for water. Under no circumstances shall Grantor condition Grantee’s purchase of the Groundwater on: Grantee’s purchase of the Property; and/or Grantee’s use of the Groundwater on the Property for any term or in perpetuity.

4.2. Grantee shall have twenty-eight (28) days after receipt of Notice to deliver a written offer to purchase the Groundwater on certain terms and conditions (“Grantee Offer”).

4.3. If Grantee submits the Grantee Offer within the 28-day period, Grantor shall have seven (7) days to either accept the Grantee Offer or submit a counteroffer for the sale of the Groundwater for Grantee’s consideration (“Grantor Counteroffer”) in writing. Grantee shall have seven (7) days to accept in writing the Grantor Counteroffer.

4.4. If Grantor accepts the Grantee Offer or Grantee accepts the Grantor Counteroffer within the established timeframes, and Grantor and Grantee close the transaction on the Groundwater, then the limitations in ¶¶ 1 and 2 shall automatically terminate upon the recordation of the deed conveying the Groundwater to Grantee.

4.5. If Grantee fails to submit the Grantee Offer within the 28-day period, fails to accept the Grantor Counteroffer within the 7-day period or rejects the Grantor Counteroffer, this Right of First Refusal and the Covenant shall terminate, and Grantor shall be free to sell the Groundwater with the Property to a *bona fide* purchaser at the terms of the Notice or Grantor Counteroffer. However, the limitations on the uses and sales of the Groundwater in ¶¶ 1 and 2 shall continue in full force and effect in perpetuity, unless and until Grantee purchases the Groundwater from Grantor or Grantor’s successors-in-interest.

4.6. If Grantor does not consummate the sale to a *bona fide* purchaser on the terms communicated to Grantee in the Notice or the Grantor Counteroffer with the sale of the Property, this Right of First Refusal and the Covenant shall remain in full force and effect with regard to Grantor’s and Grantor’s successors-in-interest’s subsequent sales of the Groundwater with the Property.

5. Enforcement. If Grantee finds what it believes is a violation of the terms of this Covenant, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation ("Notice of Violation"). Upon receipt of the Notice of Violation, Grantor shall immediately discontinue the activity or use that has caused the alleged violation, but may contest the alleged violation in writing within fourteen (14) days of receipt of the Notice of Violation by providing an explanation demonstrating why no violation has occurred ("Contest of Notice of Violation"). Upon receipt of a Contest of Notice of Violation, Grantor and Grantee shall meet within fourteen (14) days to attempt to address the alleged violation. If no Contest of Notice of Violation is timely received or if, after the meeting Grantor continues the activity or use that Grantee believes caused the alleged violation, or if a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may seek an injunction to stop it, temporarily or permanently.

5.1 Remedies Cumulative. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Enforcement of the terms of this Covenant shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

5.2 Costs and Fee Recovery. If any action or proceeding is commenced by either party to enforce its rights under this Covenant, 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.

6. Notices. Any notice that either Party is required to give to the other in writing shall be transmitted via U.S. mail, overnight delivery service, email or served personally to the following addresses which addresses may change from time to time by a Party giving written notice in the manner set forth above:

If to the Grantor, addressed to:

JRW Family Limited Partnership, LLLP
c/o James Walker
5975 E. Jamison Place
Englewood, CO 80112
Email: jwalker@pinecanyonranch.com

If to the Grantee, addressed to:

Castle Rock Water
c/o Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Email: mmarlowe@crgov.com

With a copy to:

Town of Castle Rock
c/o Mike Hyman
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Email: mhyman@crgov.com

7. Grantor's Representations and Warranties. Grantor warrants that Grantor has good and sufficient title to the Property and Groundwater, free from all liens and encumbrances.

8. General Provisions:

- 8.1 Severability.** If any provision of the Covenant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 8.2 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 8.3 Applicable Law.** This Covenant shall be subject to and governed by the laws of the State of Colorado. Any legal suit, action, or proceeding arising out of or related to this Covenant shall be instituted in the District Court, Douglas County. 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 Covenant or the transactions contemplated by this Covenant.
- 8.4 Counterparts.** The Parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it; all counterparts, when taken together, shall constitute this instrument.
- 8.5 Amendment.** Any and all changes to this Covenant, 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.
- 8.6 Entire Agreement.** This Covenant sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Covenant.
- 8.7 Recording.** Grantee shall record this Covenant in timely fashion in the official real property records of Douglas County, Colorado. This Covenant shall be a servitude running with the Property and the Groundwater, subject to ¶ 3, and shall be binding on the Parties' successors-in-interest

8.8 No Third Party Enforcement. This Covenant is entered into by and between Grantor and Grantee and does not create rights or responsibilities for the enforcement of the terms of this Covenant in any third parties except as expressly reserved herein.

8.9 Authority to Execute. Each Party represents to the other that such Party has full power and authority to execute and deliver this Covenant, and perform its obligations under this Covenant, that the individual executing this Covenant on behalf of said Party is fully empowered and authorized to do so, and that this Covenant constitutes a valid and legally binding obligation of said party enforceable against said Party in accordance with its terms.

TO HAVE AND TO HOLD, this Covenant unto Grantee, its successors and assigns, forever.

GRANTOR:

JRW FAMILY LIMITED PARTNERSHIP LLLP

By: _____
James W. Walker, _____ Partner

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by James W. Walker, as _____ partner of JRW FAMILY LIMITED PARTNERSHIP LLLP.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

ATTEST:

TOWN OF CASTLE ROCK,
acting by and through the Town of Castle Rock
Water Enterprise

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

EXHIBIT A
Legal Description of Property

Parcel A

That portion of the Northeast $\frac{1}{4}$ of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:

Beginning at a point on the South line of the Northeast $\frac{1}{4}$ of Section 34 from whence the East $\frac{1}{4}$ corner bears South $89^{\circ} 32' 53''$ East, a distance of 512.11 feet and considering said South line to bear South $89^{\circ} 32' 53''$ East, as determined by solar observation, with all bearings contained herein relative thereto;

Thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:

North $25^{\circ} 25' 05''$ West, a distance of 744.26 feet;

North $64^{\circ} 34' 55''$ East, a distance of 100.00 feet;

North $25^{\circ} 25' 05''$ West, a distance of 455.31 feet to a point of curvature, along a curve to the right, having a central angle of $02^{\circ} 32' 56''$, a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North

$24^{\circ} 08' 34''$ West, a distance of 250.00 feet;

Thence, departing said Westerly right of way, South $70^{\circ} 36' 31''$ West, a distance of 911.40 feet;

Thence, South $27^{\circ} 58' 52''$ East, a distance of 1183.73 feet to a point on the South line of the Northeast $\frac{1}{4}$ of Section 34;

Thence, along said South line, South $89^{\circ} 32' 53''$ East, a distance of 831.16 feet to the point of beginning, County of Douglas, State of Colorado

Parcel B

All that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 35 and all that part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of the Denver and Rio Grande Railroad and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad, County of Douglas, State of Colorado

EXHIBIT B-1
Groundwater

The following Denver Basin groundwater and groundwater rights adjudicated as underlying the property described in **EXHIBIT B-2**.

| CASE NUMBER, DISTRICT COURT, WATER DIVISION NO. 1 | LOWER DAWSON NOT-NON-TRIB (Average Annual AF) <i>FOR PERMITTED USES</i> | DENVER NOT-NON-TRIB (Average Annual AF) <i>FOR PERMITTED USES</i> | LARAMIE FOX HILLS NON-TRIB (Average Annual AF) <i>RESERVED FOR POST-PUMPING DEPLETIONS ONLY</i> |
|---|--|--|--|
| 98CW403 | 33.3 | 54.8 | 18.3 |
| 01CW82 | 9 | 9 | 0 |
| 97CW97 | 0 | 0 | 88.1 |
| TOTAL | 42.3 | 63.8 | 106.4 |

Including all rights under the plan for augmentation decreed in Case No. 00CW68, District Court, Water Division No. 1, and an undivided *pro rata* interest under the plan for augmentation decreed in Case No. 11CW18, District Court, Water Division No. 1.

EXHIBIT D

Target Dates

| | |
|--------------------|--|
| January 31, 2025: | JRW submit Annexation Petition and application materials |
| February 18, 2025: | Town Council Substantial Compliance Resolution |
| February 19, 2025: | JRW submit PD Zoning application |
| April 1, 2025: | Town Council Eligibility Hearing |
| April 13, 2025: | Finalize negotiation of Development/Annexation Agreement |
| April 24, 2025: | Town Planning Commission Hearing on PD Zoning |
| May 1, 2025: | Town approval of Town-Initiated Amendment (effective upon approval of PD Zoning Ordinance) |
| May 6, 2025: | Town Council First Reading on Annexation, Development/Annexation Agreement, and PD Zoning Ordinances |
| May 20, 2025: | Town Council Second Reading and Adoption of Annexation, Development/Annexation Agreement, and PD Zoning Ordinances |
| June 19, 2025: | Expiration of Legal Challenge Periods (Depending on Date of Publication) |
| June 20, 2025: | Legal Effective Date of Annexation |

PRE-ANNEXATION AGREEMENT (PINE CANYON)

This Pre-Annexation Agreement (Pine Canyon) (this “**Agreement**”) is made and entered into as of December 17, 2024 (the “**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): JRW FAMILY LIMITED PARTNERSHIP LLLP, a Colorado limited liability limited partnership (“**JRW**”), and the Town of Castle Rock, a Colorado home rule municipality (“**Town**”).

RECITALS

This Agreement is made with respect to the following facts:

A. JRW is the fee simple owner of certain real property located in Douglas County, Colorado (“**County**”) and legally described in Exhibit A attached hereto (the “**Property**”).

B. As of the Effective Date, the Property is located entirely within the unincorporated County, and JRW is processing the following entitlements for the Property with the County (collectively, the “**County Applications**”):

1. Pine Canyon Planned Development (Case No. ZR2020-010), for the rezoning to the Planned Development zoning district and approval of a development plan pursuant to County Zoning Resolution (“**DCZR**”) Section 15 to allow up to 1,800 residential units and 600,000 square feet of non-residential development (the “**Pine Canyon PD**”);

2. Special District Service Plan (Case No. SV2020-001), for the approval of the service plans for Pine Canyon Metropolitan District Nos. 1-5 and Pine Canyon Water & Sanitation District as Title 32 special districts (the “**District Approval**”); and

3. Water Appeal for the Pine Canyon PD (Case No. MI2020-009), for the adjustment to the DCZR water demand standards for the Property pursuant to DCZR Section 1808A (the “**Water Appeal**”).

C. Town opposes County’s approval of the County Applications and desires for the Property to be annexed and developed within Town’s jurisdiction.

D. JRW is willing to annex the Property to Town, provided that it can obtain substantially the same zoning in Town as provided by the Pine Canyon PD.

E. As of the Effective Date, County tabled the public hearings on the final decision of the County Applications to allow time for JRW and Town to process, negotiate, and render a final decision on the annexation and entitlements of the Property in the Town in accordance with the terms of this Agreement.

F. Subject to, in accordance with, and in consideration of the terms and conditions of this Agreement, JRW will initiate the applicable procedures under the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended (the “**Act**”) and Town Municipal Code (“**Code**”) regarding: (a) annexation of the Property to Town (the

“**Annexation**”) and an annexation and development agreement setting forth: (i) the Parties’ rights and obligations regarding certain terms and conditions that will apply to the Property after the Annexation becomes legally effective; (ii) the general plan of development for the Property; and (iii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S. (the “**Development/Annexation Agreement**” and, together with the Annexation, the “**Annexation Process**”); and (b) concurrently with the Annexation Process, zoning the Property to the Planned Development zoning district and approval of a Planned Development Plan (the “**Zoning Process**”) on terms and conditions that enable development of the Property in substantially the same manner as the Pine Canyon PD (as more fully described in Paragraph 4 below, “**PD Zoning**”).

G. As of the Effective Date, Town’s 2030 Comprehensive Master Plan (“**Master Plan**”) and Code Chapter 17.48, “Skyline/Ridgeline Protection Regulations” and Town’s overlay zoning district map for the same (“**Skyline/Ridgeline Protection Regulations**”) depict a portion of the Property as subject to the Skyline/Ridgeline Protection Regulations. The Property will be exempt from the Skyline/Ridgeline Protection Regulations, as the PD Zoning will include alternative viewplane protections narrowly tailored to the Property. Upon receipt of the executed Petition initiating the Annexation Process, Town will take whatever measures are necessary, including without limitation an administrative or other amendment to the Master Plan and Skyline/Ridgeline Protection Regulations map, to remove the Property from any regulations or guidance purporting to include the Property within the Skyline/Ridgeline Protection Regulations (collectively, the “**Town-Initiated Amendment**”).

H. The Parties wish to cooperate regarding the Annexation Process and the Zoning Process and to facilitate Town Council of the Town’s (“**Town Council**”) final action on the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment.

I. The Parties have determined that this Agreement’s terms and conditions are reasonable in connection with their respective activities to facilitate the Annexation Process and Zoning Process and that such matters are intended to protect, promote and enhance the public health, safety and welfare of Town and to serve the interests of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose and Effect of this Agreement. This Agreement addresses the Parties’ respective rights and obligations with respect to the Annexation Process and the Zoning Process during the period prior to the Town Council taking final action regarding the Annexation, Development/Annexation Agreement, and PD Zoning and, if Town Council approves the Annexation, Development/Annexation Agreement, and PD Zoning, continuing through and including the date on which the Annexation becomes legally effective in accordance with Section 31-12-113(2)(b) of the Act.

2. Town Discretion to Approve. Pursuant to the Act, Town Council has legislative discretion to determine whether to approve the Annexation. Town has no legal obligation arising under this Agreement to approve the Annexation, Development/Annexation Agreement, or PD Zoning; provided, however, Town will adhere to the terms and conditions of this Agreement that pertain to the Annexation Process and the Zoning Process.

3. Annexation Process. Within 45 days after the Effective Date, JRW will submit a petition for annexation of the Property to Town in substantially the form attached hereto in Exhibit B (the “**Petition**”) and in accordance with the Act and applicable provisions of the Code; provided, however, no transfer of residential development rights or renewable water rights will be required for the Property pursuant to Code Section 20.02.015, as Town’s “Water Resource Strategic Master Plan” designates the Property as “infill.” The Parties will thereafter pursue the Annexation Process with reasonable diligence to completion, including but not limited to preparation of the requisite legal descriptions, maps, publications and related technical matters, at JRW’s expense, all in accordance with the Act; provided, however, Town will: (i) credit previously paid application fee(s), and waive any new application review fee(s) associated with the Annexation, Development/Annexation Agreement, and PD Zoning; (ii) host, notice, and present at the neighborhood meetings for the Annexation and PD Zoning Process on JRW’s behalf; and (iii) not require the submittal of a new traffic impact study with the PD Zoning. During the period preceding Town Council’s final action on the Annexation and in accordance with Paragraph 5 below, the Parties will cooperate to produce the final, mutually agreed upon form of the Development/Annexation Agreement. Town Council will take final action on the Development/Annexation Agreement at the same meeting at which Town Council takes final action on the Annexation and PD Zoning.

4. Zoning Process; PD Zoning. In accordance with applicable provisions of the Code and at the time permitted and otherwise in accordance with Section 31-12-115 of the Act, JRW will initiate the Zoning Process by submitting an application for the PD Zoning to Town. The Parties will thereafter pursue the Zoning Process with reasonable diligence to completion and concurrently with completion of the Annexation Process. Town will host, notice, and present at the neighborhood meetings for the Zoning Process. Nothing in this Agreement will require Town to approve the PD Zoning or otherwise to affect Town Council’s quasi-judicial decision-making authority. Town Council will take final action on the PD Zoning at the same meeting at which Town Council takes final action on the Annexation and Development/Annexation Agreement.

(a) PD Zoning. Town will not require a new traffic impact study in connection with submittal and approval of the PD Zoning; notwithstanding the foregoing, new or updated traffic studies may be necessary in connection with future site development plans in accordance with Code requirements. As may be further addressed in the Development/Annexation Agreement and Petition, JRW’s consent to the Annexation is conditioned on, and the Parties anticipate, the zoning of the Property will be to PD Zoning with terms that enable development of the Property in substantially the same manner as the Pine Canyon PD (as such application exists as of the Effective Date, which includes up to 1,800 residential units and 600,000 square feet of non-residential development), except as modified to address the following:

(i) Skyline/Ridgeline Protection Regulations. The terms and conditions of the Skyline/Ridgeline Protection Regulations, or an applicable successor land use ordinance, will not apply to the Property, and the PD Zoning will expressly exempt the Property from such regulations. The PD Zoning will include a viewplane protection overlay for the Property that protects natural resources and views on the Property by providing buffering and screening of structures in the eastern areas of the Property. The viewplane protection overlay will include requirements substantially similar to those set forth in Pine Canyon PD Statement of Commitments Section 4.3. Specifically, while the viewplane protection overlay will allow limited overlot grading activities for roadways and utilities, it will not allow clear cutting or overlot grading of specific planning areas that might otherwise have partially or wholly been included within the Skyline/Ridgeline Protection Regulations' boundaries (i.e., portions of the Pine Canyon PD Planning Areas 1, 4, 5, 7, 9, 10 and 11). The PD Zoning ordinance and related zoning regulations will set out in detail how tree preservation selection will occur in conjunction with any required wildfire mitigation/forest management and will require the developer to demonstrate with the approval of each Site Development Plan that the visibility of any proposed structures will be reduced and screened through the viewplain protection overlay requirements.

(ii) Landscaping: Town's applicable landscaping requirements set forth in the Code and Town's Landscape and Irrigation Criteria Manual will apply to the Property and be incorporated into the PD Zoning's standards and requirements.

(iii) Open Space. Town's minimum 20% open space requirement will apply to the Property.

(iv) Water Treatment/Major Facility. The PD Zoning will prohibit water treatment and wastewater treatment facilities unless such facilities are owned and operated by Town.

5. Development/Annexation Agreement. The Parties anticipate entering into a Development/Annexation Agreement as part of the Annexation Process and that the Development/Annexation Agreement will address matters which will govern and control as to the Property from and after the date on which the Annexation becomes legally effective, including but not limited to such matters as are contemplated by Paragraphs 3 through 4 above to be effective after the Annexation becomes legally effective. As part of the Annexation Process and during the period prior to Town Council taking final action on the Annexation, the Parties will negotiate the specific terms of the Development/Annexation Agreement. Without limitation of the foregoing, the Parties anticipate the Development/Annexation Agreement will address, and JRW's consent to the Annexation is conditioned on JRW's satisfaction regarding, the following matters pertaining to the Property after the Annexation becomes legally effective:

(a) Limited Groundwater Dedication; Retained Groundwater. The Town, in accordance with Code Section 4.04.045.B, has exempted the Property from any renewable water resource dedication requirements as part of the Annexation Process. As a precondition to Town Council approval of any annexation, rezoning, or subdivision, Code

Sections 4.04.050.A, B., and C. require dedication of all water rights appurtenant to and associated with the subject property to Town. Notwithstanding these provisions, upon the legal effectiveness of the Annexation, JRW will convey to Town by special warranty deed approximately 757 average annual acre-feet of groundwater appurtenant to the Property (“**Dedicated Groundwater**”) and JRW will retain approximately 106 average annual acre-feet of groundwater appurtenant to the Property (“**Retained Groundwater**”) solely for irrigation, stock watering, domestic, and other agricultural purposes for the existing homestead that comprises the eastern-most approximately 61.3 acres of the Property. Upon the legal effectiveness of the Annexation, JRW and Town will execute and record a restrictive covenant substantially in the form attached as Exhibit C that: (i) restricts JRW’s use of the Retained Groundwater for agriculture and irrigation purposes associated with the 61.3-acre homestead on the Property and adjacent Town property; and (ii) grants Town a right of first refusal to purchase the Retained Groundwater.

(b) Water and Wastewater Services. Town will provide water and wastewater services to the Property in the same manner as is provided to all properties within Town’s jurisdictional boundaries. Town will not require any dedication or fee-in-lieu requirements in excess of the Dedicated Groundwater contemplated by Paragraph 5(a).

(c) Police and Fire Services. Town will provide police and fire services to the Property in the same manner as is provided to all properties within Town’s jurisdictional boundaries. Except for generally applicable property taxes and fees that apply to all properties within the Town, the Property will not be subject to any fees or payments for police and fire services.

(d) Exclusion from Fire Protection District. Per Article VI of the Town of Castle Rock/Castle Rock Fire Protection District Amended and Restated Intergovernmental Agreement by and between Town and the Castle Rock Fire Protection District (“**Fire Protection District**”) dated September 15, 2009, Town will take such steps necessary to exclude the Property from the territory of the Fire Protection District upon the effective date of the annexation of the Property to Town.

(e) Mobility Hub. The PD Zoning will permit a multi-modal transportation hub location to serve pedestrian, bicycle, vehicle, and mass transit transportation (“**Mobility Hub**”) for the future construction and operation by the Colorado Department of Transportation (“**CDOT**”).

(f) Liggett Road Bridge Replacement. The Parties will cooperate with CDOT regarding the possible reconstruction and/or replacement of the existing Liggett Road Bridge over Interstate-25; provided, however, that nothing in this Agreement obligates Town or JRW to commit any funds to such reconstruction and/or replacement.

(g) Parks and Open Space. The PD zoning and future site development plans for the Property shall require the completion of parks, trails, and open space improvements. JRW, the future developer of the Property, or a metropolitan district shall be responsible for the construction of such parks, trails, and open space improvements. As determined in each approved site development plan and upon completion and Town acceptance of these

facilities, JRW, the future developer, or metropolitan district, as applicable, shall, if required by the approved site development plan, dedicate and transfer such property and/or improvements to Town for Town ownership and maintenance.

(h) Vested Property Right. The Parties will negotiate in good faith regarding the designation of the Development/Annexation Agreement as a Site Specific Development Plan and a development agreement that establishes a Vested Property Right for a period of 25 years pursuant to Chapter 17.08 of the Code and C.R.S., Title 24, Article 68, which Vested Property Right will specifically include the Parties' agreements regarding the matters addressed in this Paragraph 5.

(i) Service Plan. The Parties will negotiate in good faith regarding the form of service plans (the "**Service Plan**") for the formation of up to five metropolitan districts on terms and conditions generally consistent with the District Approval in accordance with the statutory process pursuant to C.R.S. §§ 32-1-101, *et seq.* and Code Chapter 11.02. The Service Plan will be consistent with Town's model service plan and will be included as an exhibit to the Development/Annexation Agreement. Following the date on which the Annexation becomes legally effective in accordance with Section 31-12-113(2)(b) of the Act, JRW will submit the Service Plan for Town review and approval and the Parties will, in good faith, use reasonable diligence to process the Service Plan for Town Council's final action. Upon completion of the metropolitan district formation process, the metropolitan districts are anticipated to have authority to: (a) finance the construction, operation and maintenance of any and all roadway, access, intersection (on-site or off-site), park, trail, open space, water, sanitary sewer, stormwater, or drainage improvements; (b) commission any and all studies, reports, or plans, including but not limited to, any studies, reports or plans regarding weed mitigation, forest management, fire mitigation, tree preservation, wildlife preservation, biological resources, cultural resource, noise; and (c) create and enforce any design or architectural guidelines for specific areas within the Property.

6. Town-Initiated Amendment. Upon receipt of the executed Petition, Town will initiate and process the Town-Initiated Amendment in accordance with the applicable provisions of the Code. Nothing in this Agreement will require Town to approve the Town-Initiated Amendment, or otherwise to affect Town Council's legislative authority. Town or Town Council, as applicable, will take final action on the Town-Initiated Amendment prior to or at the same meeting at which Town Council takes final action on the Annexation, Development/Annexation Agreement, and PD Zoning.

7. Target Dates. The Parties will, in good faith, use reasonable diligence to submit, negotiate, and process for Town's final decision the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment in accordance with the target dates and schedule set forth in Exhibit D attached hereto.

8. Termination Right; Town Waiver. If Town, acting in bad faith or in default of this Agreement, denies or otherwise fails to act upon final approval of the Annexation, Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment on or before July 31, 2025, and provided such action or failure to act is not due to bad faith or a default of this Agreement on the part of JRW, or a third party Legal Challenge (defined in Paragraph 10), JRW

may terminate this Agreement and the Annexation Process by withdrawing its Petition in the manner prescribed in the Petition. JRW may then proceed with obtaining final County approval of the County Applications in 2025. Town will not interfere with or obstruct in any manner whatsoever County approval of the County Applications in the forms existing as of the Effective Date. The provisions of this Paragraph 8 will survive any termination of this Agreement.

9. Conditions to JRW's Consent. JRW's consent to the Annexation becoming legally effective is conditioned upon the following conditions precedent ("**Annexation Conditions**"):

(a) Town and Town Council processing and taking final action on the Development/Annexation Agreement, and PD Zoning concurrently with processing and taking final action on the Annexation such that the Annexation, if approved by Town Council, will not become legally effective unless Town Council also has approved the Development/Annexation Agreement and PD Zoning, and such approvals have become legally effective concurrently with the Annexation becoming legally effective;

(b) Town and Town Council, as applicable, processing and taking final action on the Town-Initiated Amendment prior to or concurrently with taking final action on the Annexation, Development/Annexation Agreement, and PD Zoning;

(c) Town and Town Council approving the Development/Annexation Agreement, PD Zoning, and Town-Initiated Amendment in forms materially consistent with the terms and conditions contemplated in this Agreement; and

(d) Town not otherwise defaulting in its obligations set forth in this Agreement and the Petition.

The Petition will reserve JRW's right to withdraw the Petition for failure of the Annexation Conditions in accordance with Section 31-12-107(1)(e) of the Act. Except for the terms and conditions of this Agreement and those to be set forth in the form of the Petition and Development/Annexation Agreement anticipated to be agreed upon and executed by the Parties, which terms and conditions JRW expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), -110(2), -111 and -112(1) of the Act, Town will not impose additional terms and conditions upon the Property.

10. Cooperation in Defending Legal Challenges. If either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges (a) the Annexation of the Property, (b) Development/Annexation Agreement, (c) PD Zoning, (d) the Town-Initiated Amendment, or (e) any of Town's ordinances, resolutions or other approvals approving any of the foregoing; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of such ordinances (collectively, a "**Legal Challenge**"), JRW and Town will cooperate in good faith to defend such Legal Challenge. If a Legal Challenge is commenced, JRW and Town will negotiate in good faith and enter into a cost-sharing agreement with respect to the Parties' responsibility to pay or reimburse the costs of the defense of such Legal Challenge; provided however, each Party will pay its own attorney fees.

11. Annexation Effectiveness. Neither JRW nor Town will cause or permit the occurrence of the conditions to effectiveness of the Annexation as set forth in Section 31-12-113(2)(b) of the Act prior to the latest to occur of: (a) final, non-appealable approval of the ordinances approving, as contemplated in this Agreement, (i) the Annexation, (ii) the Development/Annexation Agreement, (iii) the PD Zoning, (iv) Town-Initiated Amendment; (b) final, non-appealable resolution of any Legal Challenge; or (c) any later date contemplated in the Development/Annexation Agreement.

12. Default and Remedies.

(a) Notice. If a Party defaults in the performance of its obligations under this Agreement, the Party asserting breach by another Party will provide such Party with 15 days' written notice of the asserted breach and the non-breaching Party's intent to take remedial action as provided in this Paragraph 12, and the Party asserted to be in breach will have 15 days after receipt of such notice within which to cure the breach.

(b) Remedies. If any default under this Agreement is not cured pursuant to Paragraph 12(a), then the other Party will be entitled to such remedies as may be available at law or in equity, including taking such action as may be permitted by this Agreement, the Petition, or authorized by law. Additionally, if there is a failure of any of the Annexation Conditions or Town otherwise breaches this Agreement or the provisions of the Petition, JRW may terminate the Annexation Process by withdrawing its Petition in the manner prescribed in the Petition.

13. Term. This Agreement will be in effect for the period commencing on the Effective Date and continuing through and including the earlier to occur of the date on which: (a) a Party delivers written notice of termination to the other Parties; (b) JRW withdraws the Petition; or (c) Town Council takes final action either to (i) terminate the Annexation Process, or (ii) disapprove the Annexation; or (d) the Annexation becomes legally effective.

14. Authorization. The Parties affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, resolutions and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

15. Governing Law; Venue; Waiver of Right to Jury Trial; Construction. The Act and other applicable laws of the State of Colorado will govern this Agreement. Exclusive venue for any legal proceeding arising out of this Agreement will be in the district court for the County. To reduce the cost of and to expedite the resolution of disputes under this Agreement, **each Party hereby waives any and all right to request a jury trial in any action relating to the interpretation or enforcement of this Agreement.** In the event of ambiguity in this Agreement, any rule of construction which favors one Parties' interpretation as a non-drafting Party will not apply, and the ambiguous provision will be interpreted as though no specific Party was the drafter.

16. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, will be strictly reserved to the Parties. Nothing contained in this Agreement will be construed to give or to allow any claim or

right of action by any third party. Any party other than the Parties will be deemed to be an incidental beneficiary only. There are no intended third-party beneficiaries to this Agreement.

17. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unlawful or unenforceable for any reason, the remaining provisions of this Agreement will remain in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party(ies) against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such Party of the benefit of its bargain. The Parties will cooperate in good faith to reform any such invalidated provision(s) in a manner that most fully implements the Parties' original intent and objectives.

18. Governmental Immunity. Nothing in this Agreement will be construed as a waiver of any protections or immunities Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

19. No Joint Venture. No form of joint venture or partnership exists between or among the Parties, and nothing contained in this Agreement will be construed as making the Parties joint venturers or partners.

20. Further Assurances. Each Party will execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party(ies) the full and complete enjoyment of its or their rights and privileges under this Agreement.

21. Integration. This Agreement, together with all Exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations or arrangements between the Parties with respect to any and all of the subject matter hereof.

22. Costs. Each of the Parties will be responsible for its respective legal and consulting fees and costs incurred in connection with the negotiation and execution of this Agreement and the performance of its obligations under this Agreement. Town will pay the costs and expenses related to publications and other notices required for the Annexation Process and the Zoning Process.

23. Force Majeure. No Party will be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which will be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemic.

24. No Recording. This Agreement will not be recorded in the County real property records, but the Parties acknowledge this Agreement is a public record, considered and approved at a public meeting, and subject to disclosure upon request under the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*

25. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been

properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third business day after it is mailed. All such notices or other communications will be addressed as follows:

If to Town:

Town Manager
Town of Castle Rock
100 N. Wilcox St.
Castle Rock, Colorado 80104
Phone: 303-660-1374
Email: TownManager@CRgov.com

With a required copy to:

Town Attorney
Town of Castle Rock
100 N. Wilcox St.
Castle Rock, Colorado 80104
Phone: 303-660-1370
Email: legal@crgov.com

If to JRW:

JRW Family Limited Partnership LLLP
5975 East Jamison Place
Centennial, Colorado 80112
Attn: James R. Walker
Phone: 303-623-1900
Email: jrwalker@att.net

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Tom Ragonetti [270462.0001]
Phone: 303.575.7509
Email: tjr@ottenjohnson.com

26. Counterparts; Electronic Delivery. The facsimile, pdf or DocuSign signature of the Parties on this Agreement or any amendments to this Agreement will be deemed an original for all purposes. Amendments to this Agreement may be signed in one or more counterparts (or with

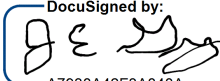
counterpart signature pages) which, taken together, will constitute a fully executed amendment to this Agreement and will be considered a single document.

[Signature Pages and Exhibits Follow This Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Town

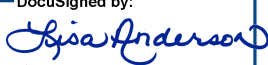
Town of Castle Rock, Colorado,
a Colorado home rule municipality

DocuSigned by:


Name: Jason Gray

Title: Mayor

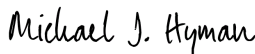
Attest:

DocuSigned by:

296A8A4EDEC34AF...
Lisa Anderson, Town Clerk

DS



Approved as to form:

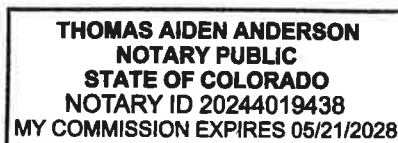
DocuSigned by:

F7347F32A0794D1...
Michael J. Hyman, Town Attorney

JRW

JRW FAMILY LIMITED PARTNERSHIP LLLP,
a Colorado limited liability limited partnership

By: [Signature]
Name: James R. Walker
Title: General Partner

STATE OF Colorado)
COUNTY OF Denver) ss.



The foregoing instrument was acknowledged before me this 18 day of December 2024, by _____, as _____ of JRW FAMILY LIMITED PARTNERSHIP LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires: 05/21/2028

[Signature]
Notary Public

EXHIBIT A

Legal Description of Property

East Side of I-25, Castle Rock, CO

Parcel A

The North 1/2 of the Northeast 1/4 of Section 1, Township 8 South, Range 67 West of the 6th P.M.,

EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, County of Douglas, State of Colorado.

Parcel B

The North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., lying East of Interstate Highway 25, County of Douglas, State of Colorado.

Parcel C

The North 1/2 of the Southwest of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel D

The Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado.

Parcel E

The Southeast 1/4, the East 1/2 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 7 South, Range 67 West of the 6th P.M., EXCEPT the Easterly 55 feet thereof deeded to the Town of Castle Rock by instrument recorded March 27, 1985 in Book 567 at Page 182, AND EXCEPT that fee parcel acquired by Department of Transportation, State of Colorado by Rule and Order, Order for Disbursement of Funds, and Order for Release of Lis Pendens in Civil Action 2009CV883, District Court, Douglas

West Side of I-25, Castle Rock, CO

Parcel A

All that part of the North 1/2 of the Southwest 1/4 of Section 35 and all that part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of Interstate 25 and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad,

EXCEPT Denver and Rio Grande right of way,

AND EXCEPT right of way for Liggett Road,

AND EXCEPT Lot 1, Douglas County Lions Club,

AND EXCEPT property described in Exhibit A to Rule and Order in Civil Action 2005CV1763, District Court, Douglas County, State of Colorado, recorded June 20, 2008 at Reception No. 2008043978, County of Douglas, State of Colorado.

Parcel B

Lot 1, DOUGLAS COUNTY LIONS CLUB, County of Douglas, State of Colorado.

Parcel C

That portion of the Northeast 1/4 of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:

BEGINNING at a point on the South line of the Northeast 1/4 of Section 34 from whence the East 1/4 corner bears South 89° 32' 53' East, a distance of 512.11 feet and considering said South line to bear South 89° 32' 53' East, as determined by solar observation, with all bearings contained herein relative thereto;

thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:

North 25° 25' 05' West, a distance of 744.26 feet;

North 64° 34' 55' East, a distance of 100.00 feet;

North 25° 25' 05' West, a distance of 455.31 feet to a point of curvature;

along a curve to the right, having a central angle of 02° 32' 56," a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North 24° 08' 34' West, a distance of 250.00 feet;

thence, departing said Westerly right of way, South 70° 36' 31' West, a distance of 911.40 feet;

thence, South 27° 58' 52' East, a distance of 1183.73 feet to a point on the South line of the Northeast 1/4 of Section 34;

thence, along said South line, South 89° 32' 53' East, a distance of 831.16 feet to the POINT OF BEGINNING, County of Douglas, State of Colorado.

EXHIBIT B

Form of Petition for Annexation

[Remainder of page intentionally left blank]

PETITION FOR ANNEXATION

TO THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

The undersigned (“**Petitioner**”), in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended (the “**Act**”), hereby petitions (this “**Petition**”) the Town Council (the “**Council**”) of the Town of Castle Rock, Colorado (the “**Town**”) to annex to the Town the unincorporated territory located in the County of Douglas, State of Colorado, as more particularly described by its legal description in Exhibit A, which is attached hereto and incorporated herein by this reference (the “**Property**”).

In support of this Petition, Petitioner further states as follows:

1. It is desirable and necessary that the Property be annexed to the Town.

2. The condition set forth in Section 30(1)(b) of Article II of the Colorado Constitution has been met, the provisions of Section 30 of Article II of the Colorado Constitution have been complied with, and the requirements of Sections 31-12-104 and 31-12-105 of the Act exist or have been met in that:

(a) Not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town.

(b) Contiguity with the Town is not established by use of any boundary:

(i) of an area previously annexed to the Town that, at the time of its annexation, was not contiguous at any point with the boundary of the Town, was not otherwise in compliance with Section 31-12-104(1)(a) of the Act, and was located more than three miles from the nearest boundary of the Town (“**Non-Contiguous Area**”); or

(ii) of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.

(c) A community of interest exists between the Property and the Town.

(d) The Property is urban or will be urbanized in the near future.

(e) The Property is integrated with or is capable of being integrated with the Town.

(f) In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(i) has been divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

Exhibit B

Page 2

(ii) comprising twenty acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars for ad valorem tax purposes for the year next preceding the annexation) is included without the written consent of the landowners.

(g) The Property is not presently a part of any incorporated city, city and county, or town; no proceedings have been commenced for incorporation or annexation of part or all of the Property to another municipality; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve months immediately preceding the filing of this Petition.

(h) Annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.

(i) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent of which are within the three mile limit, annexation of the Property will not have the effect of extending a municipal boundary more than three miles in any direction from any point of the Town boundary in any one year.

(j) In establishing the boundaries of the Property, if a portion of a platted street or alley is annexed, the entire width of said street or alley is included, and annexation of the Property will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

3. Petitioner comprises more than fifty percent of the landowners of the Property and owns more than fifty percent of the Property, excluding public streets and alleys and any land owned by the Town. No person has signed this Petition more than one hundred eighty days prior to the date of filing this Petition with the Clerk of the Town.

4. The mailing address of Petitioner, the legal description of the land owned by Petitioner, and the date of signing of Petitioner's signature are all shown on this Petition.

5. Accompanying this Petition are four copies of the annexation boundary map in the form required by Section 31-12-107(1)(d) of the Act containing the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land, and if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

6. Petitioner and the Town previously entered into that Pre-Annexation Agreement (Pine Canyon) dated *[insert date]* (the “**Pre-Annexation Agreement**”), which, among other things, sets forth the respective rights and responsibilities of Petitioner and the Town in connection with the processing of the annexation and initial entitlements of the Property.

7. In connection with the processing of this Petition and as contemplated by the Pre-Annexation Agreement, Petitioner requests that the Town institute the procedure to, concurrently with processing annexation of the Property, as applicable:

(a) In accordance with Section 31-12-115 of the Act and applicable provisions of the Town’s Municipal Code, zone the Property to the Planned Development zoning district;

(b) In accordance with applicable provisions of the Town’s Municipal Code, a Planned Development plan for the Property; and

(c) Approve and execute an annexation and development agreement (“**Annexation Agreement**”) which addresses, among other matters: (i) the general plan of development for the Property; and (ii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S.

8. Petitioner has filed this Petition subject to, and Petitioner’s consent to annexation of the Property to the Town is conditioned upon satisfaction of, the following conditions (collectively, the “**Annexation Conditions**”), any one or more of which may be waived by Petitioner in Petitioner’s sole discretion:

(a) Concurrently with approving annexation of the Property, Council approves, in form and substance satisfactory to Petitioner, the following:

(i) zoning for the Property to the Planned Development zoning district, which is substantially consistent with the application for zoning which Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(ii) a Planned Development plan for the Property, which is substantially consistent with the application Petitioner submits in connection with this Petition and as contemplated by the Pre-Annexation Agreement;

(iii) a Town-initiated amendment to Town’s Municipal Code Chapter 17.48 “Skyline/Ridgeline Protection Regulations” overlay map and/or 2030 Comprehensive Master Plan to remove the Property from any regulations or guidance purporting to include the Property within the Town’s Skyline/Ridgeline Protection Regulations; and

(iv) such ordinances and/or resolutions, if any, as may be required to implement provisions of the Annexation Agreement.

(b) Town not otherwise defaulting in its obligations set forth in the Pre-Annexation Agreement and the Petition.

9. Petitioner reserves the sole, exclusive and unilateral right to withdraw this Petition for failure of the Annexation Conditions by so notifying the Clerk of the Town in writing at any point prior to the later to occur of: (i) the latest final, non-appealable approval of the final ordinances, resolutions and/or other final actions approving, as requested pursuant to this Petition, (A) annexation of the Property (B) the matters described in Paragraphs 26(j)(i) to 26(j)(iv) (clauses (A) and (B), are collectively referred to herein as the “**Approvals**”); (ii) final, non-appealable resolution of any “Legal Challenge” (defined in Paragraph 0 below); or (iii) any later date contemplated in the Annexation Agreement.

10. Prior to expiration of the period described in the foregoing Paragraph 0 without Petitioner having withdrawn the Petition, neither Petitioner nor the Town shall cause or permit the occurrence of the conditions to effectiveness of the annexation as set forth in Section 31-12-113(2)(b) of the Act, unless otherwise agreed to in writing by Petitioner and the Town.

11. For purposes of this Petition, “Legal Challenge” means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the Approvals or any of the Town’s resolutions or ordinances approving any of the Approvals; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

12. Upon annexation of the Property becoming effective, and subject to the conditions set forth in this Petition and Pre-Annexation Agreement and to be set forth in the Annexation Agreement, the Property shall become subject to the Town’s Home Rule Charter and all ordinances, resolutions, rules and regulations of the Town, except as otherwise may be set forth in the Annexation Agreement, and except for general property taxes of the Town, which shall become effective on January 1 of the next succeeding year following the date on which annexation of the Property becomes legally effective.

13. Except for the terms and conditions of this Petition, Pre-Annexation Agreement, and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), 110(2), 111 or 112(1) of the Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

[Signature Pages and Exhibits Follow This Page]

THEREFORE, Petitioner requests that the Council approve the annexation of the Property.

PROPERTY OWNER/PETITIONER

JRW FAMILY LIMITED PARTNERSHIP LLLP,
a Colorado limited liability limited partnership

By: _____

Name: _____

Title: _____

Date: _____

Petitioner's mailing address: 5975 East Jamison Place, Centennial, Colorado 80112

Is Petitioner a resident of the Property?: No.

Legal description of land owned by Petitioner: *See Exhibit B*, Legal Description of Land Owned by Petitioner

EXHIBIT A

Legal Description of Property Proposed for Annexation

[Insert legal description of Property.]

EXHIBIT B

Legal Description of Land Owned by Petitioner

[Insert legal description of Property.]

EXHIBIT C

Affidavit of Circulator

This petition has been circulated by the undersigned (the circulator) who attest that each signature thereon is that of the person whose name it purports to be. (Each circulator shall sign below in front of the same notary, or attach a separate Affidavit for each circulator).

Signature _____ Initials _____

Print Name _____ Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2024, by _____.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

EXHIBIT C

Form of Restrictive Covenant on Groundwater

[Remainder of page intentionally left blank]

RESTRICTIVE COVENANT ON GROUNDWATER

THIS RESTRICTIVE COVENANT ON GROUNDWATER (“Covenant”) is granted on this ____ day of _____, 2024, by **JRW FAMILY LIMITED PARTNERSHIP LLLP**, a Colorado Limited Liability Limited Partnership (“Grantor”), whose address is 5975 E. Jamison Place, Englewood, CO 80112, to **TOWN OF CASTLE ROCK**, a Colorado home rule municipality (“Grantee”), whose address is 179 Kellogg Court, Castle Rock, Colorado 80104. Grantor and Grantee are each referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

RECITALS

- A. Grantor is the sole owner in fee simple of two parcels totaling approximately sixty and eight-tenths (60.8) acres, located in Douglas County, State of Colorado, more particularly described in **Exhibit A** (collectively “Property”).
- B. Grantor is the sole owner of forty-two and three-tenths (42.3) average annual acre-feet of groundwater in the Lower Dawson aquifer, sixty-three and eight-tenths (63.8) average annual acre-feet in the Denver aquifer, and one hundred and six and four-tenths (106.4) average annual acre-feet in the Laramie-Fox Hills aquifer, all located in Douglas County, State of Colorado, more particularly described in **Exhibit B-1 and B-2** (collectively “Groundwater”).
- C. Grantor desires to annex land, including the Property, into the Town of Castle Rock.
- D. The Town of Castle Rock’s Municipal Code requires the dedication to Grantee of all Denver Basin groundwater underlying all annexed land as a condition of annexation.
- E. Grantor desires to retain the Groundwater for irrigation, stock watering and domestic purposes for the existing homestead, and commercial use in connection with agricultural commercial buildings and a museum (collectively “Permitted Uses”) on the Property.
- F. Grantee is willing to allow Grantor to retain the Groundwater, subject to the terms and conditions outlined in this Covenant.

NOW, THEREFORE, in consideration of the recitals set forth above, incorporated herein by this reference, and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor and Grantee agree as follows.

- 1. **Groundwater Attached to Property.** Grantor covenants and agrees that the Groundwater shall be used only on the Property described in **Exhibit A** for the Permitted Uses, subject to ¶¶ 2 and 4. Grantor shall not transfer, encumber, sell, lease, export, sever or otherwise separate the Groundwater from the Property, subject to ¶¶ 2 and 4.
- 2. **Use on Grantee’s Property.** Notwithstanding ¶ 1, Grantor may utilize the Groundwater for irrigation and stock watering purposes on adjacent property legally described in **Exhibit C** owned by Grantee (“Grantee’s Property”), with written permission of Grantee.

3. Contiguity. The Groundwater in the Laramie-Fox Hills Aquifer underlies both the Property and the property described in Case No. 97CW97 (“97CW97 Property”). If contiguity of the Property and 97CW97 Property is challenged, Grantee and Grantor shall negotiate in good faith to arrive at a solution to satisfy the Grantor’s augmentation obligations.

4. First Right of Refusal. In consideration for the mutual promises contained in this Covenant, Grantor hereby grants Grantee a right of first refusal to purchase the Groundwater described in **Exhibit B** at the then-current fair market value (“FMV”). If Grantor elects to sell or otherwise dispose of the Groundwater with the Property, Grantor and Grantee shall comply with the following procedure.

4.1. Grantor shall give written notice to Grantee of Grantor’s election to sell the Groundwater with the Property or election to sell only the Groundwater to Grantee (“Notice”). The Notice shall outline the terms of the sale of the Groundwater only, including the then-current FMV per acre-foot for water. Under no circumstances shall Grantor condition Grantee’s purchase of the Groundwater on: Grantee’s purchase of the Property; and/or Grantee’s use of the Groundwater on the Property for any term or in perpetuity.

4.2. Grantee shall have twenty-eight (28) days after receipt of Notice to deliver a written offer to purchase the Groundwater on certain terms and conditions (“Grantee Offer”).

4.3. If Grantee submits the Grantee Offer within the 28-day period, Grantor shall have seven (7) days to either accept the Grantee Offer or submit a counteroffer for the sale of the Groundwater for Grantee’s consideration (“Grantor Counteroffer”) in writing. Grantee shall have seven (7) days to accept in writing the Grantor Counteroffer.

4.4. If Grantor accepts the Grantee Offer or Grantee accepts the Grantor Counteroffer within the established timeframes, and Grantor and Grantee close the transaction on the Groundwater, then the limitations in ¶¶ 1 and 2 shall automatically terminate upon the recordation of the deed conveying the Groundwater to Grantee.

4.5. If Grantee fails to submit the Grantee Offer within the 28-day period, fails to accept the Grantor Counteroffer within the 7-day period or rejects the Grantor Counteroffer, this Right of First Refusal and the Covenant shall terminate, and Grantor shall be free to sell the Groundwater with the Property to a *bona fide* purchaser at the terms of the Notice or Grantor Counteroffer. However, the limitations on the uses and sales of the Groundwater in ¶¶ 1 and 2 shall continue in full force and effect in perpetuity, unless and until Grantee purchases the Groundwater from Grantor or Grantor’s successors-in-interest.

4.6. If Grantor does not consummate the sale to a *bona fide* purchaser on the terms communicated to Grantee in the Notice or the Grantor Counteroffer with the sale of the Property, this Right of First Refusal and the Covenant shall remain in full force and effect with regard to Grantor’s and Grantor’s successors-in-interest’s subsequent sales of the Groundwater with the Property.

5. Enforcement. If Grantee finds what it believes is a violation of the terms of this Covenant, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation ("Notice of Violation"). Upon receipt of the Notice of Violation, Grantor shall immediately discontinue the activity or use that has caused the alleged violation, but may contest the alleged violation in writing within fourteen (14) days of receipt of the Notice of Violation by providing an explanation demonstrating why no violation has occurred ("Contest of Notice of Violation"). Upon receipt of a Contest of Notice of Violation, Grantor and Grantee shall meet within fourteen (14) days to attempt to address the alleged violation. If no Contest of Notice of Violation is timely received or if, after the meeting Grantor continues the activity or use that Grantee believes caused the alleged violation, or if a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may seek an injunction to stop it, temporarily or permanently.

5.1 Remedies Cumulative. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Enforcement of the terms of this Covenant shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

5.2 Costs and Fee Recovery. If any action or proceeding is commenced by either party to enforce its rights under this Covenant, 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.

6. Notices. Any notice that either Party is required to give to the other in writing shall be transmitted via U.S. mail, overnight delivery service, email or served personally to the following addresses which addresses may change from time to time by a Party giving written notice in the manner set forth above:

If to the Grantor, addressed to:

JRW Family Limited Partnership, LLLP
c/o James Walker
5975 E. Jamison Place
Englewood, CO 80112
Email: jwalker@pinecanyonranch.com

If to the Grantee, addressed to:

Castle Rock Water
c/o Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Email: mmarlowe@crgov.com

With a copy to:

Town of Castle Rock
c/o Mike Hyman
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Email: mhyman@crgov.com

7. Grantor's Representations and Warranties. Grantor warrants that Grantor has good and sufficient title to the Property and Groundwater, free from all liens and encumbrances.

8. General Provisions:

- 8.1 Severability.** If any provision of the Covenant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 8.2 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 8.3 Applicable Law.** This Covenant shall be subject to and governed by the laws of the State of Colorado. Any legal suit, action, or proceeding arising out of or related to this Covenant shall be instituted in the District Court, Douglas County. 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 Covenant or the transactions contemplated by this Covenant.
- 8.4 Counterparts.** The Parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it; all counterparts, when taken together, shall constitute this instrument.
- 8.5 Amendment.** Any and all changes to this Covenant, 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.
- 8.6 Entire Agreement.** This Covenant sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Covenant.
- 8.7 Recording.** Grantee shall record this Covenant in timely fashion in the official real property records of Douglas County, Colorado. This Covenant shall be a servitude running with the Property and the Groundwater, subject to ¶ 3, and shall be binding on the Parties' successors-in-interest

8.8 No Third Party Enforcement. This Covenant is entered into by and between Grantor and Grantee and does not create rights or responsibilities for the enforcement of the terms of this Covenant in any third parties except as expressly reserved herein.

8.9 Authority to Execute. Each Party represents to the other that such Party has full power and authority to execute and deliver this Covenant, and perform its obligations under this Covenant, that the individual executing this Covenant on behalf of said Party is fully empowered and authorized to do so, and that this Covenant constitutes a valid and legally binding obligation of said party enforceable against said Party in accordance with its terms.

TO HAVE AND TO HOLD, this Covenant unto Grantee, its successors and assigns, forever.

GRANTOR:

JRW FAMILY LIMITED PARTNERSHIP LLLP

By: _____
James W. Walker, _____ Partner

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by James W. Walker, as ____ partner of JRW FAMILY LIMITED PARTNERSHIP LLLP.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

ATTEST:

TOWN OF CASTLE ROCK,
acting by and through the Town of Castle Rock
Water Enterprise

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

EXHIBIT A
Legal Description of Property

Parcel A

That portion of the Northeast $\frac{1}{4}$ of Section 34, Township 7 South, Range 67 West of the 6th P.M., more particularly described as follows:

Beginning at a point on the South line of the Northeast $\frac{1}{4}$ of Section 34 from whence the East $\frac{1}{4}$ corner bears South $89^{\circ} 32' 53''$ East, a distance of 512.11 feet and considering said South line to bear South $89^{\circ} 32' 53''$ East, as determined by solar observation, with all bearings contained herein relative thereto;

Thence, the following courses along The Denver and Rio Grande Western Railroad Westerly right of way:

North $25^{\circ} 25' 05''$ West, a distance of 744.26 feet;

North $64^{\circ} 34' 55''$ East, a distance of 100.00 feet;

North $25^{\circ} 25' 05''$ West, a distance of 455.31 feet to a point of curvature, along a curve to the right, having a central angle of $02^{\circ} 32' 56''$, a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North

$24^{\circ} 08' 34''$ West, a distance of 250.00 feet;

Thence, departing said Westerly right of way, South $70^{\circ} 36' 31''$ West, a distance of 911.40 feet;

Thence, South $27^{\circ} 58' 52''$ East, a distance of 1183.73 feet to a point on the South line of the Northeast $\frac{1}{4}$ of Section 34;

Thence, along said South line, South $89^{\circ} 32' 53''$ East, a distance of 831.16 feet to the point of beginning, County of Douglas, State of Colorado

Parcel B

All that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 35 and all that part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 7 South, Range 67 West of the 6th P.M., lying West of the West right of way line of the Denver and Rio Grande Railroad and lying East of the East right of way line of the Atchison, Topeka and Santa Fe Railroad, County of Douglas, State of Colorado

EXHIBIT B-1
Groundwater

The following Denver Basin groundwater and groundwater rights adjudicated as underlying the property described in **EXHIBIT B-2**.

| CASE NUMBER, DISTRICT COURT, WATER DIVISION NO. 1 | LOWER DAWSON NOT-NON-TRIB (Average Annual AF) <i>FOR PERMITTED USES</i> | DENVER NOT-NON-TRIB (Average Annual AF) <i>FOR PERMITTED USES</i> | LARAMIE FOX HILLS NON-TRIB (Average Annual AF) <i>RESERVED FOR POST-PUMPING DEPLETIONS ONLY</i> |
|---|--|--|--|
| 98CW403 | 33.3 | 54.8 | 18.3 |
| 01CW82 | 9 | 9 | 0 |
| 97CW97 | 0 | 0 | 88.1 |
| TOTAL | 42.3 | 63.8 | 106.4 |

Including all rights under the plan for augmentation decreed in Case No. 00CW68, District Court, Water Division No. 1, and an undivided *pro rata* interest under the plan for augmentation decreed in Case No. 11CW18, District Court, Water Division No. 1.

EXHIBIT D

Target Dates

| | |
|--------------------|--|
| January 31, 2025: | JRW submit Annexation Petition and application materials |
| February 18, 2025: | Town Council Substantial Compliance Resolution |
| February 19, 2025: | JRW submit PD Zoning application |
| April 1, 2025: | Town Council Eligibility Hearing |
| April 13, 2025: | Finalize negotiation of Development/Annexation Agreement |
| April 24, 2025: | Town Planning Commission Hearing on PD Zoning |
| May 1, 2025: | Town approval of Town-Initiated Amendment (effective upon approval of PD Zoning Ordinance) |
| May 6, 2025: | Town Council First Reading on Annexation, Development/Annexation Agreement, and PD Zoning Ordinances |
| May 20, 2025: | Town Council Second Reading and Adoption of Annexation, Development/Annexation Agreement, and PD Zoning Ordinances |
| June 19, 2025: | Expiration of Legal Challenge Periods (Depending on Date of Publication) |
| June 20, 2025: | Legal Effective Date of Annexation |