



Town Council Agenda - Final

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

Tuesday, January 6, 2026

6:00 PM

Town Hall Council Chambers
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. January 6, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

5:00 pm COUNCIL DINNER & INFORMAL DISCUSSION

6:00 pm INVOCATION

6:05 pm CALL TO ORDER / ROLL CALL

- PLEDGE OF ALLEGIANCE
- COUNCIL COMMENTS

1. [APPT](#) Appointment: Castle Rock Water Commission
2026-001

UNSCHEDEDUL PUBLIC APPEARANCES

Reserved for members of the public to make a presentation to Council on items or issues that are not scheduled on the agenda. As a general practice, the Council will not discuss/debate these items, nor will Council make any decisions on items presented during this time, rather will refer the items to staff for follow up.

Comments are limited to three (3) minutes per speaker. Time will be limited to 30 minutes. Residents will be given priority (in the order they signed up) to address Council, followed by non-residents representing Castle Rock businesses, then non-residents and businesses outside the Town of Castle Rock, as time permits.

TOWN MANAGER'S REPORT

2. [ID 2026-001](#) Update: Calendar Reminders
3. [ID 2026-002](#) Update: 2026 Major Projects List
4. [ID 2026-003](#) Development Services Project Updates
5. [ID 2026-004](#) Update: Quasi-Judicial Projects

TOWN ATTORNEY'S REPORT

- MUNICIPAL JUDGE'S REPORT**- ACCEPTANCE OF AGENDA**

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

- CONSENT CALENDAR

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

6. [RES](#)
[2026-001](#) **Resolution Reappointing David J. Thrower as the Presiding Judge of the Town of Castle Rock Municipal Court and Approving a Service Contract**
7. [RES](#)
[2026-002](#) **Resolution Appointing Substitute Judges for the Town of Castle Rock Municipal Court**
8. [MIN 2026-001](#) **Minutes: December 16, 2025 Town Council Meeting**

- QUASI JUDICIAL HEARINGS

This is the due process hearing as required under Colorado law. Public comments will be taken on all items and will be limited to four (4) minutes per speaker.

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

- ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

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

10. [RES](#)
[2026-003](#) **Resolution Finding that the Petition for Annexation Submitted by the Diocese of Colorado Springs is in Substantial Compliance with Article II, Section 30(1)(B) of the Colorado Constitution and Section 31-12-107(1), C.R.S.; and Setting a Date, Time and Place for the Hearing Prescribed Under Section 31-12-108, C.R.S. to Determine if the Subject Property is Eligible for Annexation Under Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S. (St. Francis of Assisi Catholic Church Annexation)**
11. [RES](#)
[2026-004](#) **Resolution Approving the Purchase and Sale Agreement Between the Guardian Angel Trust and the Town of Castle Rock for the Lost Canyon Ranch (35-acre inholding)**

12. [ORD](#)
2026-002 **Ordinance Amending Sections 14.02.040 and 14.02.050 of the
Castle Rock Municipal Code Regarding the Disposition and Lease
of Real Property Owned by the Town (First Reading)**

- **ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES**

The Council has reserved this time only if the original 30 minutes allocated for Unscheduled Public Appearances as an earlier part of this agenda has been fully exhausted and speakers who signed up to speak were unable to be heard during the original 30 minutes allocated this topic. Residents will be given priority (in the order they signed up) to address Council, followed by non-residents representing Castle Rock businesses, then non-residents and businesses outside the Town of Castle Rock, as time permits.

- **ADJOURN**



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 1. **File #:** APPT 2026-001

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Shannon Eklund, Executive Assistant

Appointment: Castle Rock Water Commission

Executive Summary

The Castle Rock Water Commission recently received the resignation of Ole Gjerde. The interview panel consisting of the Commission Chair, Council Liaison, and Director of Castle Rock Water, met with candidates during the annual recruitment in May 2025, and from that candidate pool the interview panel is unanimously recommending the appointment of Chuck Kocher to fill this vacancy for a term ending May 31, 2026.

The Castle Rock Water Commission makes recommendations to Town Council related to the master plan for water-related capital improvements; rates and fee structures; and policies. Meetings are scheduled on the fourth Wednesday of each month starting at 6 p.m., at the Castle Rock Water facility, 175 Kellogg Court. Meetings are open to the public, and one or more Councilmembers may attend.

Proposed Motion

"I move to approve the appointment of Chuck Kocher to the Castle Rock Water Commission for a partial term ending May 31, 2026."



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 2. **File #:** ID 2026-001

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Update: Calendar Reminders

Executive Summary

Attached is an outline of upcoming items of general interest.

TOWN COUNCIL MEETING

TOWN MANAGER'S REPORT

DAVID L. CORLISS, TOWN MANAGER
JANUARY 6, 2026



UPCOMING CALENDAR ITEMS

19 JAN	Martin Luther King Jr. Holiday – Town Offices closed Recreation Center, MAC and Cantril School normal hours
20 JAN	Town Council Meeting, 6 p.m. (dinner at 5 p.m.) Town Hall Council Chambers
3 FEB	Town Council Meeting, 6 p.m. (dinner at 5 p.m.) Town Hall Council Chambers
7 FEB	Fire & Rescue Department Annual Awards Banquet, 6 p.m. The Oaks at Plum Creek, 321 Players Club Drive
16 FEB	Presidents' Day Holiday – Town Offices closed Recreation Center, MAC and Cantril School normal hours
17 FEB	Town Council Meeting, 6 p.m. (dinner at 5 p.m.) Town Hall Council Chambers

HIGHLIGHTS from CRgov.com/Events

21
JAN

Coffee with a Co-Responder, 8 to 10 a.m.
Nixon's Coffee House, attached to Cherry Hills Community Church
3900 Grace Blvd., Highlands Ranch

31
JAN

Winter Ball, 6 to 9 p.m.
James R. Sullivan Events Center at the Douglas County Fairgrounds

4
FEB

Colorado Bluebird Project – Open House, 7 to 8 p.m.
Millhouse, 1381 W. Plum Creek Parkway



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 3. **File #:** ID 2026-002

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Update: 2026 Major Projects List

Discussion

As the new year begins, it is helpful to set out a forecast of 2026 major projects. As with any forecast, the below list is subject to change; staff will keep Council apprised to any needed adjustments on these items as the year unfolds.

More broadly, this list will serve as the outline for the major projects updates staff will share quarterly with Council and the community. Council should understand that, while this list reflects ongoing projects and items authorized by the Adopted 2026 Budget, Council may alter this list going forward.

This major project list, much like development and adoption of the Town's annual budget, follows our established Town priorities - including the new 2026 priority conserve our open space.

Town priority: Manage Town finances conservatively

Continue to manage revenues and expenditures conservatively, with projected modest sales tax growth

Upgrade the Town's financial system

Complete a study of the Town's development impact fees and adjust them according to anticipated needs

Fund employee compensation at an average 5% performance-based increase for general employees, with an average of 7.5% budgeted for public safety personnel

Meet benefit needs, including substantial cost increases for employees' health insurance and the Town's property, liability and workers' compensation costs

Town priority: Ensure outstanding public safety

Add three Fire and Rescue positions - a firefighter/EMT, a fire prevention officer and an administrative assistant

Item #: 3. File #: ID 2026-002

Add three Police positions - a traffic officer, a commander and a deputy chief

Continue the Drone as First Responders program; purchase regional SWAT equipment and vehicles for Police, along with funding software improvements; and conduct a conceptual space study for long-term Police Department needs

Continue design and begin construction of Fire Station 156 on Castle Oaks Drive, which is estimated to cost \$21 million and will include a logistics facility; and continue funding for wildland fire mitigation and wildland protective equipment, along with vehicle acquisition, hydraulic extrication tools, mechanical chest-compression (LUCAS) devices and training tower maintenance

Town priority: Enhance our roads

Continue construction on the Town's top infrastructure priority, the new interchange on Interstate 25 at Crystal Valley Parkway; as part of the Colorado Department of Transportation's requirements for the interchange, the 2026 Budget includes funding for a park-and-ride lot to be constructed on Town-owned property near the interchange

Continue construction on improvements to Crowfoot Valley Road east of Knobcone Drive and on Phase 1 of Fifth Street improvements west of the Four Corners intersection

Design intersection improvements at Mikelson and Enderud boulevards, work with CDOT to improve the intersection of Founders Parkway and Avenida del Sol, and construct a traffic signal at Founders Parkway and Crimson Sky Drive

Complete an aggressive annual Pavement Maintenance Program, focused in 2026 on northern Castle Rock, with a budget of \$19 million

Add two street maintenance technicians and include funding for a sign technician vehicle and street marking

Town priority: Secure our water future

Continue projects, programs and policies to advance the goal of securing 75% renewable water by 2050; reducing per-capita water consumption to 100 gallons per day; and maintaining affordable rates and fees, including:

- Continue work to double the capacity of the Plum Creek Water Purification Facility, which is focused on renewable and reusable water supplies (multiyear project into 2028)
- Continue progress in the long-term water plan on the WISE project, including planning and design on a desalination facility; and on the Chatfield Reallocation, Box Elder and Platte Valley Water Partnership projects (multiyear projects past 2030)
- Construct the Coloradoscape Demonstration Garden to encourage water conservation and beautiful, sustainable landscapes
- Continue to implement advanced metering infrastructure (multiyear project into 2027)
- Upgrade pumping and control system equipment (multiyear project into 2029)

Construct the Front Street to Downtown Potable Waterline Connection, the South Well Field Raw

Item #: 3. File #: ID 2026-002

Water Pipeline and upgrade filters at the Meadows and Miller water treatment plants

Construct the Sedalia lift station and force main

Rehabilitate the Castlewood Ranch lift station; the Plum Creek Water Reclamation Authority Reuse Reservoir and the pump station that serves Red Hawk Ridge Golf Course; and the sewer system in Escavera

Rebuild the Paintbrush Park pond and stabilize associated stream channel; rehabilitate storm sewers based on the results of video inspections in central and Downtown Castle Rock; and address additional stormwater infrastructure needs caused by development in Crystal Valley

Add four positions - a plant maintenance supervisor, a SCADA supervisor, a water quality technician and a stormwater infrastructure inspector (split with Development Services)

Town priority: Maintain strong parks and recreation

Continue construction of the Castle Rock Sports Center, anticipated to open in 2027

Replace cardio exercise equipment at the Recreation Center

Improve the parking lot and maintenance equipment at Red Hawk Ridge Golf Course, using golf revenues

Add an additional Parks Maintenance position

Town priority: Conserve our open space

In alignment with community survey results encouraging more open space, alter the current allocation of the Town's commercial use tax (sales tax on commercial construction materials) to shift half of those funds away from economic development and instead provide for approximately \$700,000 in additional annual resources for open space acquisition and maintenance

Invest \$2 million to begin phased development of Lost Canyon Ranch Open Space and open it for public access; this includes traffic calming on Lost Canyon Ranch Road, Creekside Road upgrades and partial road connection to Cattleman's parking lot, partial development of Cattleman's parking lot, select trail construction (including Creekside trailhead) and installation of trail signage

Town priority: Support economic development

Continue funding for the Castle Rock Economic Development Council and Castle Rock Chamber of Commerce

Follow through on Council-approved economic incentives for Arapahoe Community College (\$1 million for a new building), Outlets at Castle Rock infrastructure and other new primary employers in our community

Town priority: Preserve our community character

Mark the celebration of the 250th anniversary of the signing of the Declaration of Independence and

Item #: 3. File #: ID 2026-002

the 150th anniversary of Colorado becoming a state with a Fourth of July party and fireworks, branding elements throughout Town, mini grants for neighborhood celebrations, artwork through the Public Art Commission, the dedication of a time capsule at the Castle Rock Sports Center and more

Continue repairs and improvements at Cantril School, including west side masonry and window restoration, and plan for future outdoor improvements

Fund an update to the Town's comprehensive plan, which was last updated in 2017

Fund a possible Town entranceway monument sign along Colorado Highway 86, near Gateway Mesa Open Space

Support the Castle Rock Chamber of Commerce and the Downtown Merchants Association and their events, along with Parks and Recreation's community events and concerts

Continue public art initiatives including participation in Art Encounters and other artwork installations, art and culture grant awards and other public art projects

Fund the Council Community Grant Program as directed by Town Council

Add a new zoning inspector in Development Services - the first additional staff in this "quality of life" position in over 20 years



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 4. **File #:** ID 2026-003

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, Director of Development Services

Development Services Project Updates

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

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

Please see the attached Staff Memorandum for project details.



Meeting Date: January 6, 2026

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director of Development Services

Title: Town Manager Report – Development Project Updates

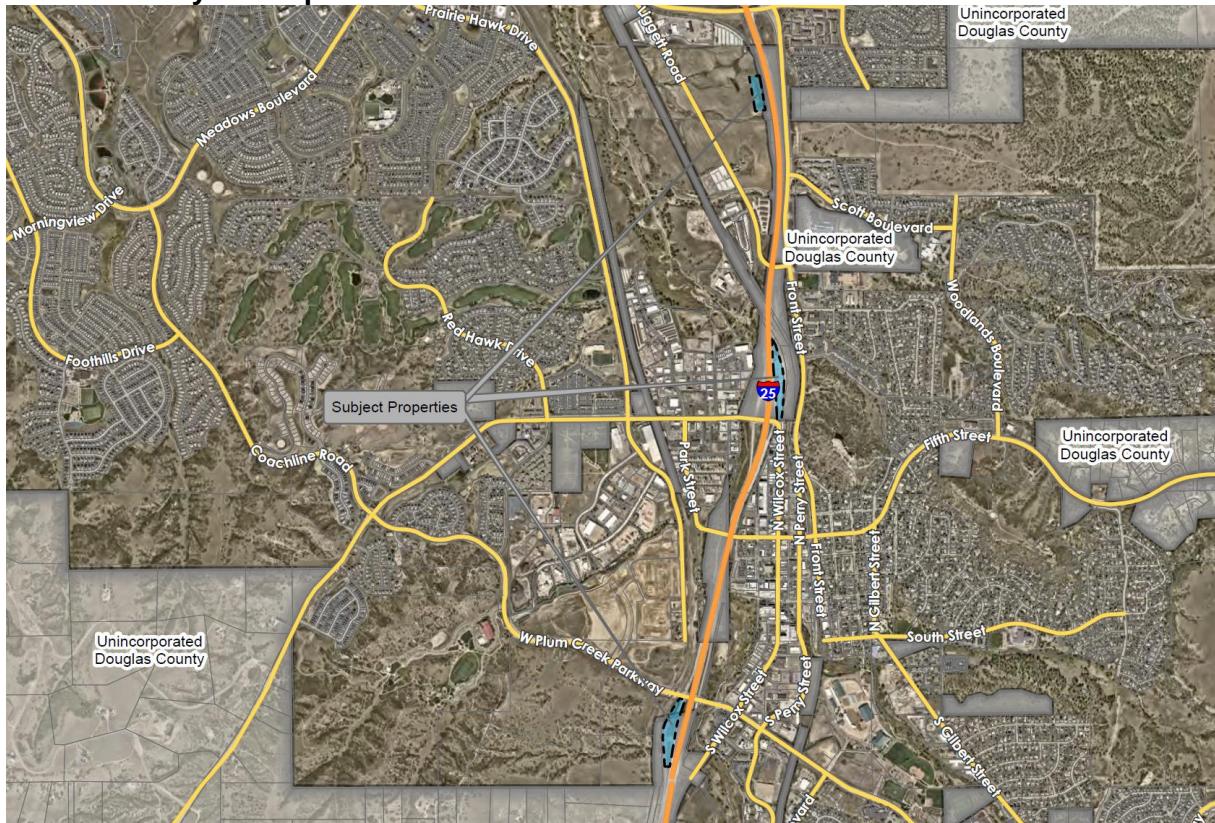
This report contains development updates and new submittals or requests submitted to staff since the last update to Town Council. The high-growth nature of Castle Rock results in numerous and diverse questions from individuals seeking information about existing conditions and future plans and formal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

New Quasi-Judicial Applications Requiring Public Hearings

None

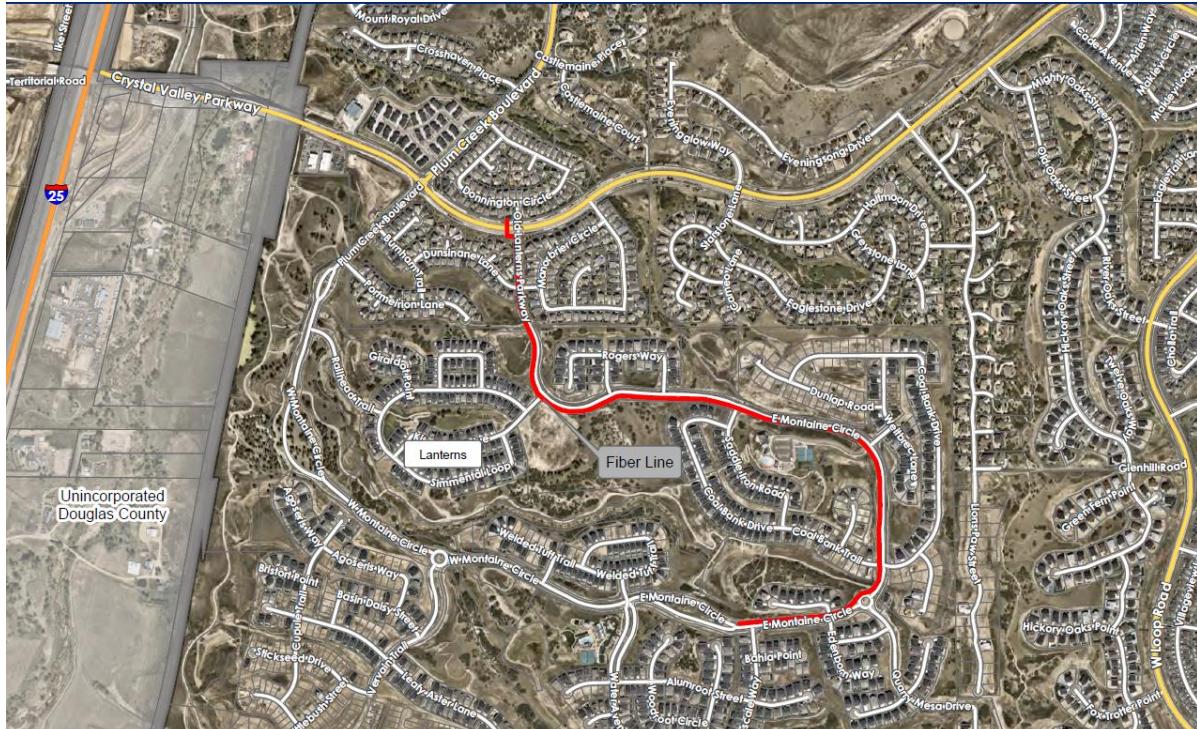
New Pre-Application Meeting Requests

CDOT Mobility Hub Options



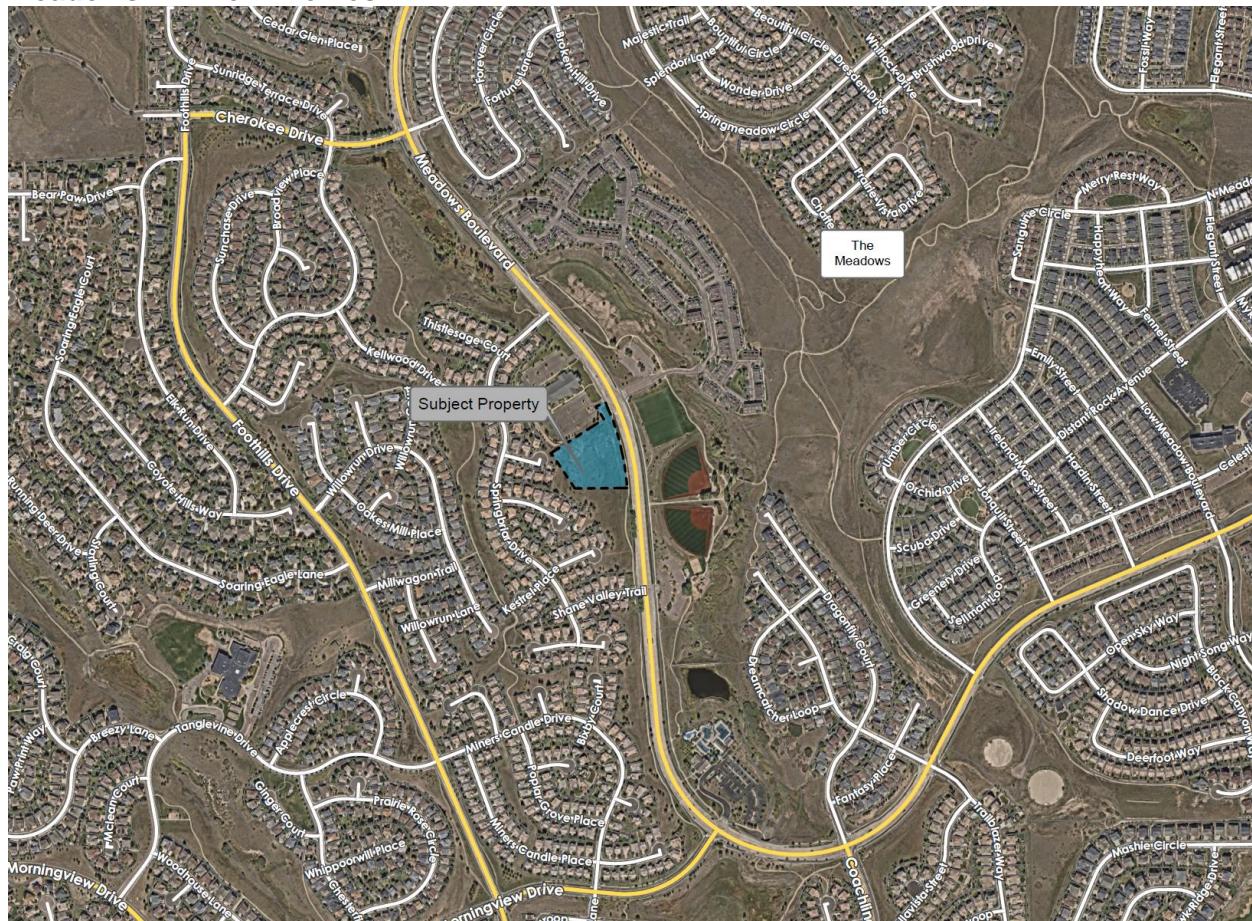
A pre-application meeting request was submitted seeking information on application and submittal requirements for a potential CDOT mobility hub at three possible locations. The CDOT mobility hub would support Bustang interregional bus service, personal vehicles, bicycles, pedestrians and other micro-mobility options. While three location options are included in this preapplication, only one will be selected for the final location. The proposed project locations are southwest of the intersection of Plum Creek Parkway and I25, adjacent to Councilmember Dietz's district; northeast of the intersection of Wolfensberger/Wilcox Street and I25, adjacent to Councilmember Davis' district; and the west side of I25 off Liggett Road, in Councilmember Davis' district.

Lanterns Fiber



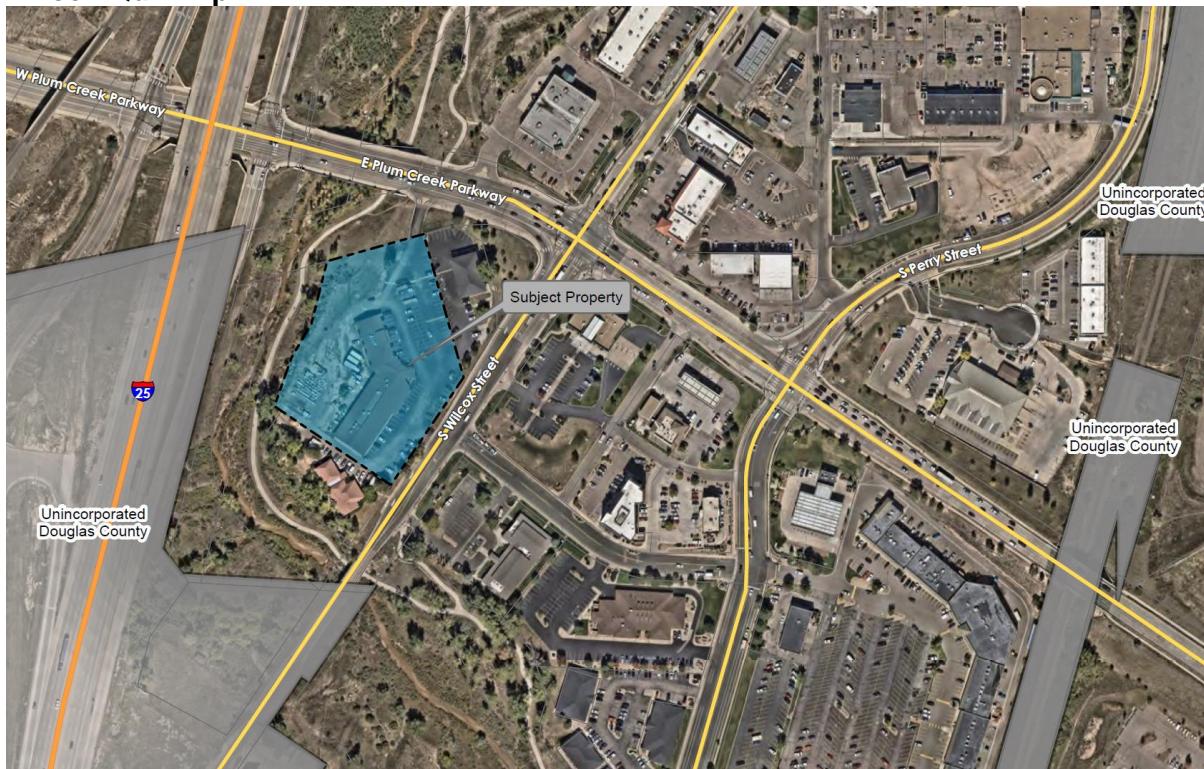
A pre-application meeting request was submitted seeking information on application and submittal requirements to install 7,076 feet of conduit and fiber along Old Lanterns Parkway and E Montaine Circle. The proposed project is located along Old Lanterns Parkway and E Montaine Circle, between Crystal Valley Parkway and Shadescake Way, in Councilmember Dietz's district.

Meadows F11 Townhomes



A pre-application meeting request was submitted seeking information on application and submittal to build six buildings containing a total of 22 multifamily units. Each unit would have a two-car garage and two-car driveway. The proposed project is located southwest of the intersection of Meadows Boulevard and Painthorse Drive, in Councilmember Hollingshead's district

Wilcox QuikTrip



A pre-application meeting request was submitted seeking information on application and submittal requirements to redevelop the existing site at 407 S. Wilcox Street into a QuikTrip Fuel Station/Convenience Store and Bubble Bath Car Wash. The proposal includes 20 fuel pumps, an air station, 8 vacuum stalls and a 6,500-square-foot convenience store. The proposed project is located southwest of the intersection of Plum Creek Parkway and S. Wilcox Street, in Councilmember Dietz's district.

Ongoing Development Activity:

Commercial Development Activity

- **Promenade:**
 - Lazy Dog Restaurant site and building construction for a new stand-alone restaurant, located on the northeast corner of Castlegate Drive West and Promenade Parkway.
- **Meadows:**
 - New Hope Church Rezoning, new PDP to allow for a medical office building, located south of the intersection of Prairie Hawk Drive and Meadows Boulevard.
 - StorHaus Garage Condos, site and building construction for 3 buildings and a clubhouse, consisting of 38 garage condo units, located on the northeast corner of Regent Street and Carnaby Lane.
- **Downtown:**
 - Circle K, site and building construction for a new 3,700-square-foot convenience store to replace the existing building on the site, located at 310 S. Wilcox Street.
 - City Hotel, historic preservation and site plan approved for a 33-room hotel, located at 415 N. Perry Street.

- Scileppi's 2nd Phase, site and building construction to demolish the 1980 addition and build a new addition, located at 210 Third Street.
- The View, partial TCO issued for a 6-story building with mixed-uses including 218 residential units, located at Sixth Street and Jerry Street.
- **Dawson Trails Residential/Commercial:**
 - Costco, Dawson Trails, site plan amendment under review for 161,000-square-foot retail warehouse with fueling station on 18.4 acres, located east of Dawson Trails Boulevard, north of the future Crystal Valley Interchange.
 - Dawson Trails E2 Townhomes, 104 townhomes west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard.
 - Dawson Trails Filing No. 1 Infrastructure and Right-of-Way, construction plan approved for the northern segment of Dawson Trails Boulevard.
 - Dawson Trails Filing No. 2 Infrastructure, plat and construction plans approved for 97-acre area.
 - Dawson Trails Planning Area D, site plan approved for 254 single-family residential lots, and 13 acres of open space.
 - Dawson Trails Red Zone Tanks and Pump House, under construction for red zone water infrastructure in Dawson Trails.
 - Dawson Trails Residential Neighborhood, Planning area B-1, site plan approved and construction documents under review for 230 detached residential lots, a 1-acre neighborhood park, located in the north-central area of the Dawson Trails PD, adjacent to the Twin Oaks subdivision in Douglas County.
 - Dawson Trails South, construction for grading only for approximately 338 acres, located south of Territorial Road.
 - King Soopers, Dawson Trails, site plan review for a new 99,000-square-foot grocery store, fuel station, located south and east of Gambel Ridge Boulevard and west of Dawson Trails Boulevard.
 - Off-site Sanitary Sewer, Dawson Trails, under construction for 17,000+ feet of sanitary sewer main from south of Territorial Road to Plum Creek Parkway.
 - Off-site Water Line, Dawson Trails, under construction for approximately 3,100 linear feet of water main, extending north and west from the fire station on Crystal Valley Parkway across railroad properties and I-25.
 - Territorial Road Annexation, totaling 2.9 acres of land, to remain ROW.
- **Other Commercial Projects throughout Town:**
 - AdventHealth Medical Office Building, site and building construction for a new medical office building to include a freestanding emergency department, west of the intersection of Plum Creek Boulevard and Crystal Valley Parkway.
 - Castle Rock Auto Dealerships, site and building construction of 1st and 2nd phase for service center expansion, located at 1100 S. Wilcox Street.
 - Castle Rock Automotive Repair Shop, site construction for new 26,000-square-foot auto body shop, located at 1184 and 1288 Brookside Circle.
 - Discount Tire, site and building construction for 530-square-foot storage addition, located at 102 E. Allen Street.
 - Founders Marketplace, Dunkin Donuts, site plan approved for a new restaurant with drive-through, located at the northeast corner of Founders Parkway and Aloha Court.
 - Garage Condos, site and building construction, located on Liggett Road.
 - Foundation auto dealership, site plan and plat review for use by special review for a

- new 33,000-square-foot building and sales lot, located at 550 S. Interstate 25.
- Murphy Express, site and building plans approved for a 2,800-square-foot convenience store and gas station, located at 186 Metzler Drive.
- Outlets at Castle Rock, site construction for two new pad sites on the mall's west side on Factory Shops Boulevard.
- Ridgeview Town Center, PD Zoning review for a 10-acre parcel located at 895 Ridge Road.
- Saint Francis of Assisi Annexation, annexation of the two lots the existing church is located on, along with the adjacent ROW, southeast of the intersection of N. Valley Drive and Fifth Street.
- Sanders Business Park, site construction for a 2.4-acre site, located south of The Plum Creek Community Church.
- The Brickyard, site plan approved and construction document review for a mixed-use development with a maximum of 600 multi-family dwelling units, located on the south end of Prairie Hawk Drive.
- Unity on Wolfensberger Planned Development Plan approved for zoning and parking changes, located at 200 Wolfensberger Road and 826 Park Street.
-
- Wellspring and Castle Oaks Covenant Church, annexation petition is to annex approximately 2.07 acres, and proposed zoning for church and Wellspring facility uses, located at 498 E. Wolfensberger Road, for future Wellspring and Castle Oaks Covenant Church facilities

Residential Development Activity:

- Auburn Heights Apartments, rezoning application to amend the zoning and the currently approved site development plan for Lot 2 of Auburn Ridge.
- Bella Mesa North, site plan approved for 525 single-family homes, located north of Mesa Middle School off Mitchell Street.
- Bella Mesa South, site plan review for 93 single-family homes, located at the northwest corner of Mikelson Boulevard and Mitchell Street.
- Canyons Far South, site plan approved for a residential development with 515 single-family homes, located southeast of Crowfoot Valley Road and Founders Parkway.
- Castleton Heights multi-family, site plan review for new four-story multi-family building with 80 units, located southwest of the intersection of W. Castleton Road and Castleton Court.
- Chateau Valley, site plan review for 415 residential units, located north of East Plum Creek Parkway and east of Gilbert Street
- Crystal Valley Ranch Mixed-Use site plan review for 24 townhomes and a mixed-use building, located at the southeast corner of Crystal Valley Parkway and W. Loop Road.
- Crystal Valley Ranch, site construction, single-family subdivisions, located southeast and southwest of Crystal Valley Parkway and W. Loop Road. Also, in the southern interior portion of Loop Road, south of Loop Road, and between W. Loop Road and the Lanterns property.
- Founders Village Pool, site plan review for new pool pavilion, located at 4501 Enderud Boulevard.
- Hillside, building construction, single-family attached and detached age 55 and older, located at the northeast corner of Coachline Road and Wolfensberger Road.
- Lanterns/Montaine, Subdivision construction for various phases for a total of 1,200

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



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 5. **File #:** ID 2026-004

To: Honorable Mayor and Members of Town Council

Through: Tara Vargish, Director of Development Services

From: TJ Kucewesky, Assistant Director of Development Services

Update: Quasi-Judicial Projects

Executive Summary

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

New Applications

No new formal applications.

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

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

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

Through: Tara Vargish, Director Development Services

From: TJ Kucewesky, Assistant Director Development Services

Title: Update: Quasi-Judicial Projects

Executive Summary

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

New Quasi-Judicial Applications:

None

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

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



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

Bella Mesa South Site Development Plan



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

Castleton Heights Multifamily Site Development Plan



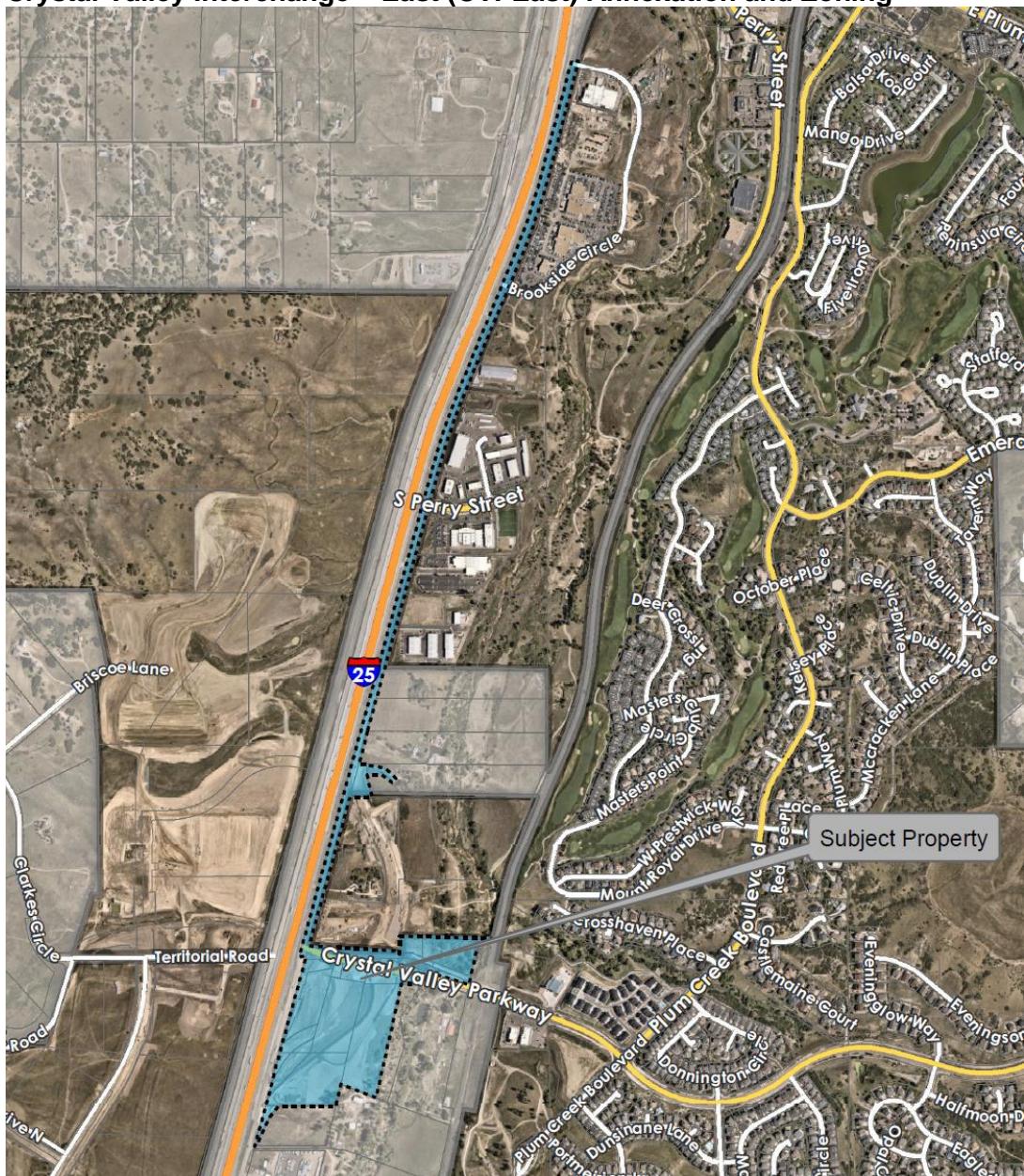
TWG Development has submitted a quasi-judicial application for a Site Development Plan/ Use by Special Review for Castleton Heights Multi-Family. The applicant is proposing to construct a new four-story multifamily building with 80 units on a 3.11-acre site. The proposed project is located southwest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

Chateau Valley Site Development Plan



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

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



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

Crystal Valley Ranch Mixed-Use Site Development Plan



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

Crystal Valley Ranch Planned Development Amendment No. 7



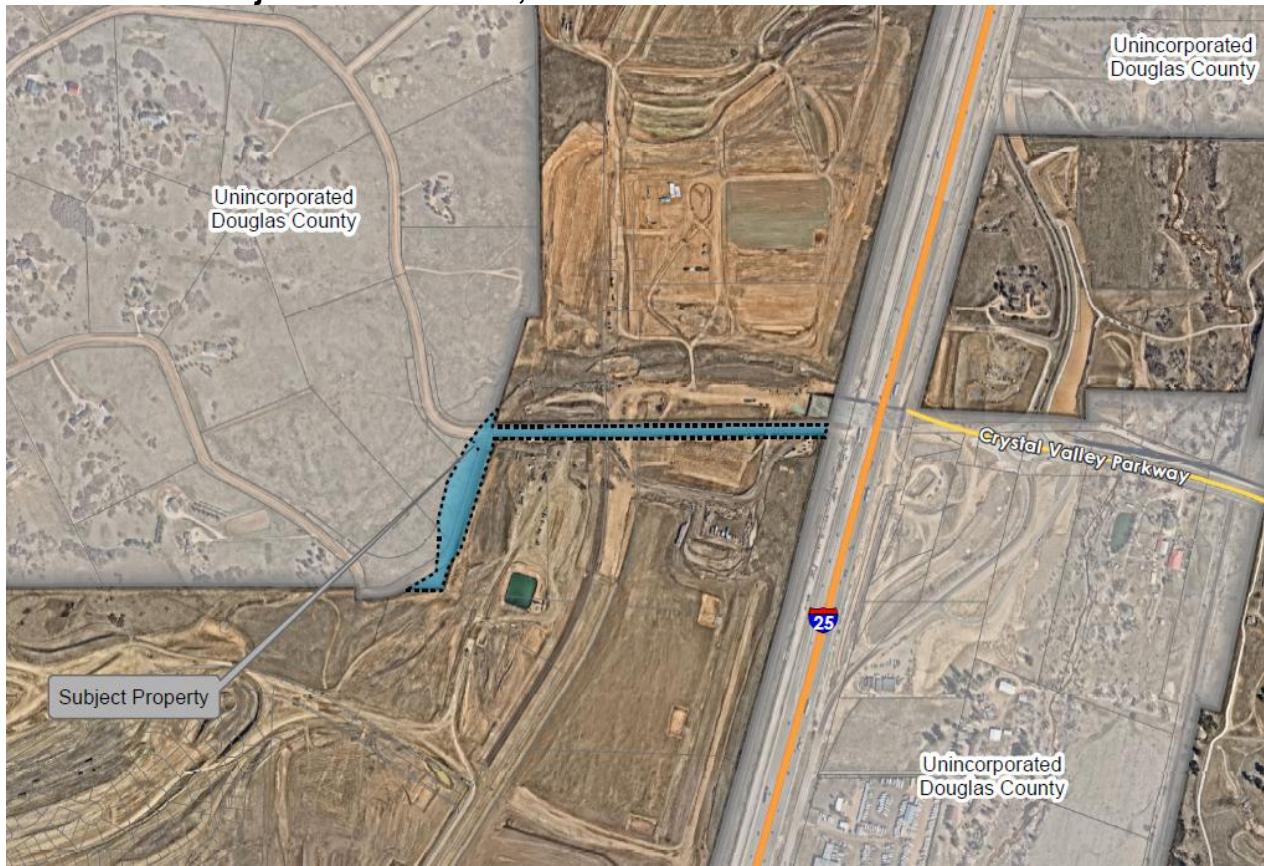
The purpose of the proposed major amendment to the Crystal Valley Ranch Planned Development (PD) Plan and Zoning Regulations is to maintain the existing 21 acres of residential development in this area, while shifting the developable area to the west by approximately 45 feet. This amendment is one of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

Dawson Trails E2 Townhomes Site Development Plan



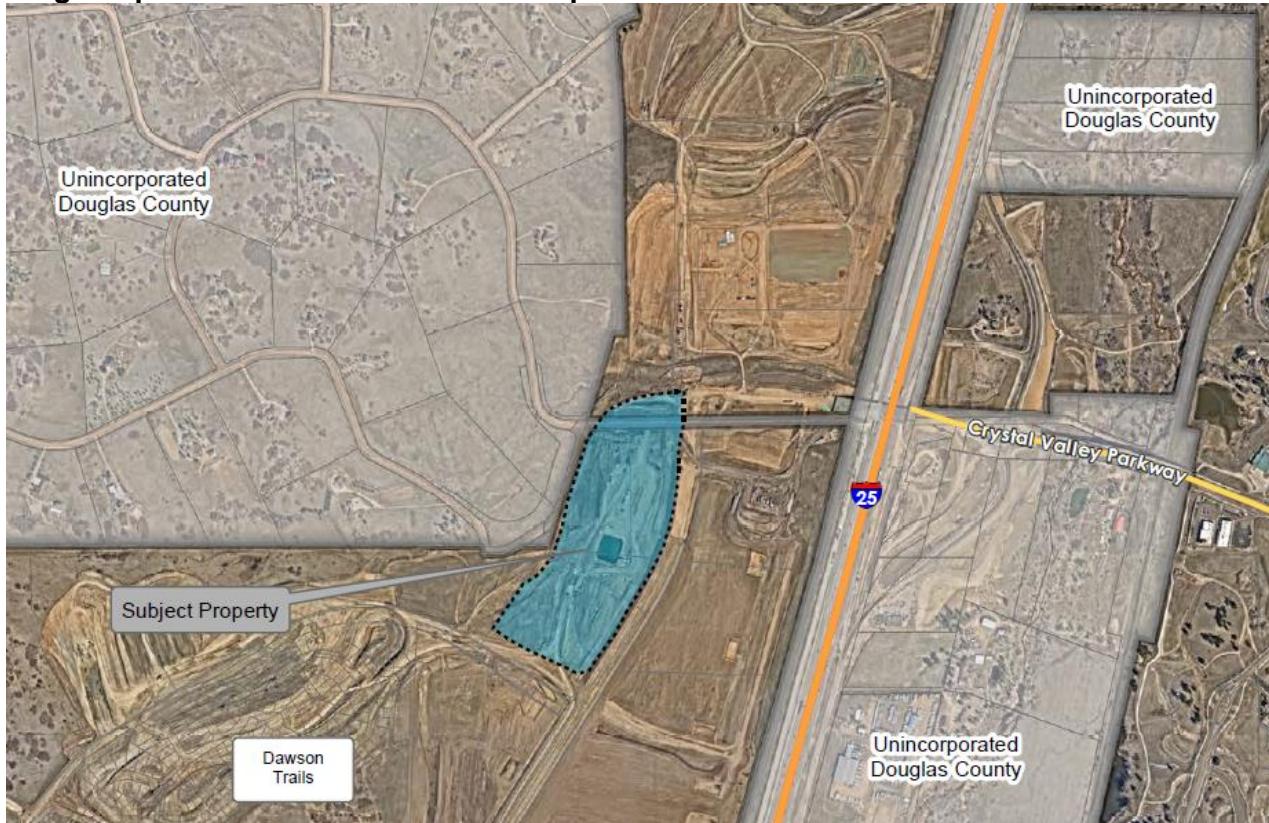
Norris Design has a new Quasi-judicial application for a Site Development Plan for Dawson Trails E2 Townhomes. The applicant is proposing to construct 104 townhomes within the Dawson Trails PD. The townhomes would vary between two and three stories in height. The general location is west of the proposed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

Dawson Trails Major PD Amendment, 3



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

King Soopers Dawson Trails Site Development Plan



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

New Hope Church Rezoning



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

North Basin Village at Terrain Site Development Plan



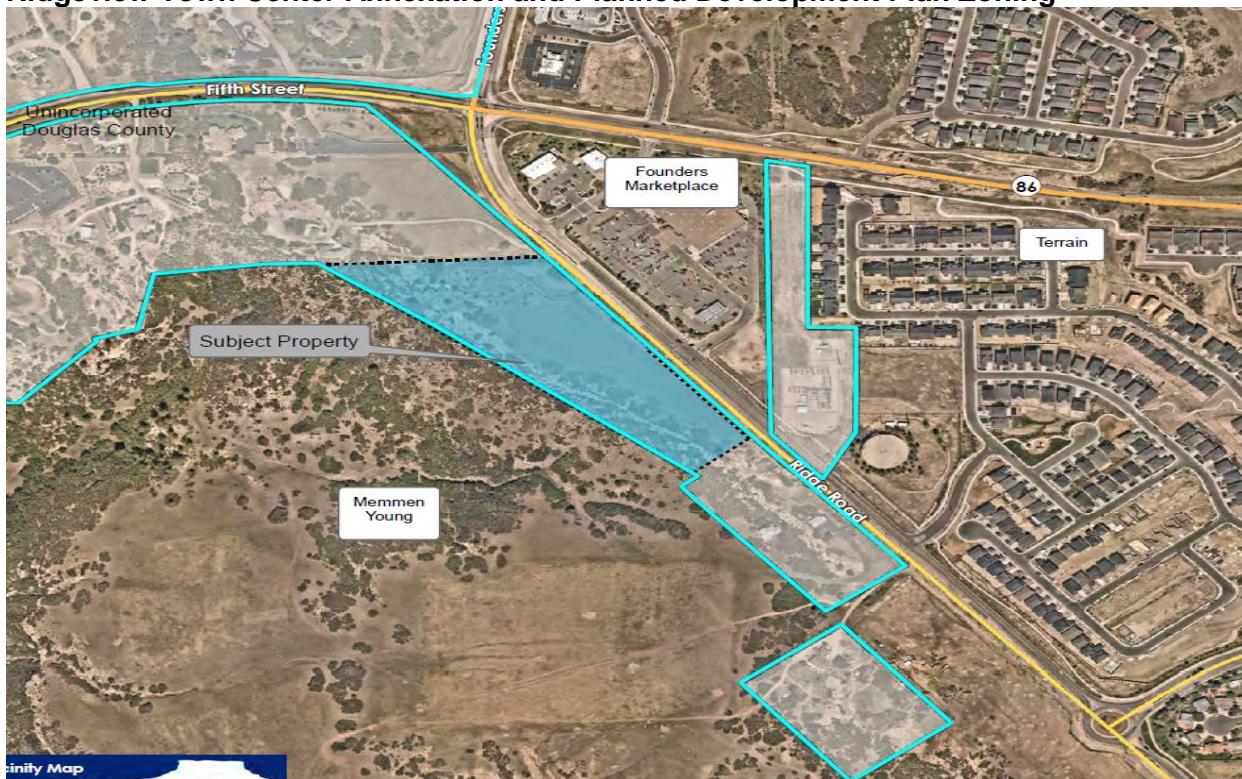
The property owner has submitted an application for a Site Development Plan (SDP) for 29 single family homes on approximately 42 acres within the Terrain North Basin Phase 2 development. The proposed development also includes approximately 35.6 acres of open space dedication. The project is located along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

Pioneer Ranch Annexation and Planned Development Plan Zoning



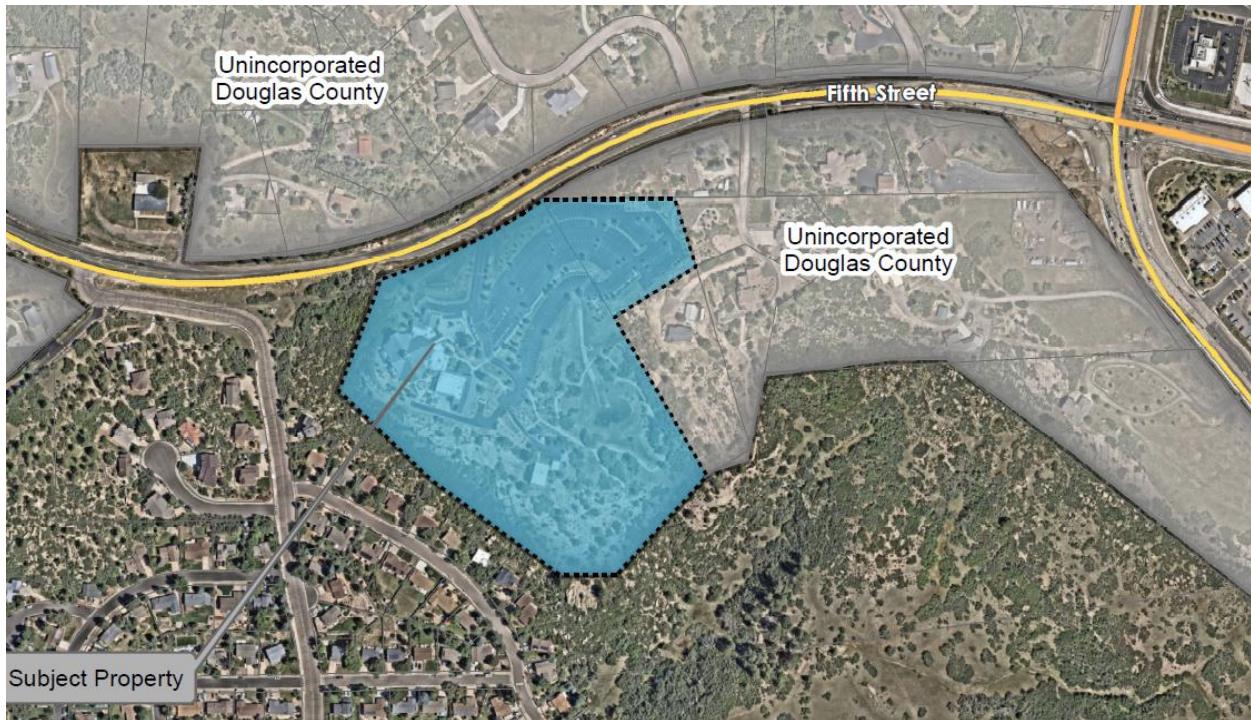
The property owner has submitted an annexation petition to annex a 388-acre site located west of Founders Parkway and east of Front Street into the Town of Castle Rock. The applicant is proposing the Pioneer Ranch Planned Development Plan zoning to allow 1,123 dwelling units (a mix of single-family and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

Ridgeview Town Center Annexation and Planned Development Plan Zoning



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

Saint Francis of Assisi Annexation



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

Territorial Road Annexation



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

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



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

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



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 6. **File #:** RES 2026-001

To: Honorable Mayor and Members of Town Council

From: Kristin Read, Assistant Town Manager

Resolution Reappointing David J. Thrower as the Presiding Judge of the Town of Castle Rock Municipal Court and Approving a Service Contract

Discussion

Town Code calls for Town Council to appoint the Municipal Judge at the first regular Town Council meeting in January of each even-numbered year. Attached is a resolution appointing David J. Thrower to serve as Municipal Judge for a two-year term and approving a service contract with Thrower.

Judge Thrower has served as Castle Rock's Municipal Judge since April. He also serves as municipal judge for Dacono, Estes Park, Larkspur, Louisville, Mead, Nederland and Superior.

Town Code requires the Municipal Judge to be licensed to practice in Colorado, in good standing with the State Supreme Court and have a minimum of five years' experience in active practice of law. Judge Thrower has been licensed to practice law in Colorado since 1994 and has served as a municipal judge since 2014.

Thrower's undergraduate degree is in history and political science from Colorado College, and his jurisprudence degree is from Creighton University in Omaha, Nebraska. Before beginning his municipal employment, Judge Thrower worked with various law firms in Boulder in diverse practice areas. He has served as a municipal judge full time since 2022.

The terms and conditions of the proposed service contract with Thrower are unchanged from the previous contract.

Proposed Motion

"I move to approve the resolution appointing the Municipal Judge and approving the service contract."

Attachment

Attachment A: Resolution

Item #: 6. File #: RES 2026-001

Exhibit 1: Service Contract

RESOLUTION NO. 2026-001

**A RESOLUTION REAPPOINTING DAVID J. THROWER AS THE
PRESIDING JUDGE OF THE TOWN OF CASTLE ROCK MUNICIPAL
COURT AND APPROVING A SERVICE CONTRACT**

WHEREAS, Section 13-10-105, C.R.S., Section 5-2 of the Castle Rock Home Rule Charter, and Section 2.20.C of the Castle Rock Municipal Code provide for the appointment of municipal judges and substitute judges; and

WHEREAS, on April 1, 2025, the Town Council adopted Resolution 2025-039 appointing David J. Thrower as the presiding judge; and

WHEREAS, the Town Council wishes to reappoint Judge Thrower as the presiding judge for a two-year term; and

WHEREAS, the Town Council and Judge Thrower have agreed to a Service Contract setting forth the terms and conditions by which Judge Thrower will perform the duties of his office during that term; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town's residents to reappoint David J. Thrower as the presiding judge of the Castle Rock Municipal Court.

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

Section 1. Appointment of Presiding Judge. The Town Council hereby appoints David J. Thrower as presiding judge of the Castle Rock Municipal Court for a term commencing January 6, 2026 and expiring on January 4, 2028.

Section 2. Approval. The Service Contract between the Town and Judge Thrower is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Service Contract by and on behalf of the Town.

Section 3. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment in the amount of \$42,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 6th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of for and against.

ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

Michael J. Hyman, Town Attorney

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

Kristin Read, Assistant Town Manager



TOWN OF CASTLE ROCK SERVICES AGREEMENT (Presiding Municipal Judge)

THIS AGREEMENT (the “Agreement”) is made and entered into this 6th day of January, 2026 (the “Execution Date”), by and between the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the “Town”), and **DAVID J. THROWER** (the “Contractor”). (Collectively, the Town and the Contractor shall be referred to as the “Parties”).

RECITALS:

- A. The Town Council is authorized by Section 5-2 of the Castle Rock Home Rule Charter and Section 2.20.020 of the Castle Rock Municipal Code to appoint a Presiding Municipal Judge to preside over the Castle Rock Municipal Court (the “Municipal Court” or “Court”);
- B. Section 2.20.020.D of the Castle Rock Municipal Code authorizes the Town Council to enter into an agreement with the Contractor setting forth the terms of compensation and benefits, as well as other administrative matters; and
- C. The Town and the Contractor wish to memorialize these matters pursuant to the terms and conditions more fully described in the following Agreement and Exhibit.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Town and the Contractor agree as follows:

Section 1. Duties. The Contractor shall preside over regular and special sessions of the Municipal Court, interpreting and applying the law, making legal rulings, and ensuring that all proceedings are conducted fairly and in accordance with established legal procedures.

Section 2. Compensation and Benefits. As authorized by Resolution No. 2026-____ (the “Appointment Resolution”), the Contractor shall be paid the sum of \$3,500.00 per month, in regular monthly installments, in consideration of the Contractor’s discharge of all duties, obligations and responsibilities as Presiding Municipal Judge. The Contractor shall not be considered an employee of the Town. As such, the Contractor shall not be subject to the Town’s Personnel Guidelines, nor the Contractor shall be entitled to any of the benefits afforded to employees of the Town. Subject to appropriation of sufficient revenues therefor, the Town may authorize the reimbursement of reasonable expenses incurred by the Contractor for professional training or education.

Section 3. Independent Contractor. The Contractor shall perform all services hereunder as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employment or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as dictating or directing the Contractor’s performance or the



time of performance with the exception of a range of mutually agreeable Court sessions, but shall be interpreted as the Contractor's offer and the Town's acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement; provided, however, that the Parties acknowledge that the Contractor may require some assistance or direction from the Town in order to meet the Town's contractual expectations.

Section 4. Insurance; Taxes. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor, including but not limited to coverage or benefits related to local, state, or federal income or other tax contributions, insurance contributions (e.g., FICA), workers' compensation, disability, injury, or health, professional liability insurance, or errors and omissions insurance. The Contractor acknowledges that the Contractor is not entitled to unemployment benefits or workers' compensation benefits from the Town, and is solely obligated to pay federal and state income tax on any moneys paid pursuant to the Agreement. Notwithstanding the independent nature of the agreement between the parties, it is agreed that pursuant to the Colorado Governmental Immunity Act, Section 24-10-101 et. seq., C.R.S., and/or any other provision of law, the Contractor is an appointed official of the Town entitled to any and all benefits of law pertaining to judicial and sovereign immunity and to coverage by the Town's insurance applicable to persons holding such a position for claims brought against them in their official capacity or arising out of their performance of official duties as described herein, in accordance with the terms, conditions, limits, and exclusions of such insurance as in effect from time to time.

Section 5. Term. The term of this Agreement shall commence on the Execution Date and expire on January 4, 2028. (the "Term"). The Town may remove the Contractor at any time throughout the Term for cause in accordance with the provisions of Section 13-10-105(2), C.R.S.

Section 6. Annual Appropriation. The Town's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Town Council and encumbered for the purpose of the Agreement. By the Agreement, the Town does not irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Town within the meaning of Article X, Section 20 of the Constitution of the State of Colorado, commonly referred to as the Taxpayer Bill of Rights (TABOR). If, at its sole discretion, the Town Council does not appropriate funds to make payments under the Agreement in a future fiscal year, the Agreement shall terminate on the final day preceding the first day of the first fiscal year for which funds are not appropriated and Contractor shall not be entitled to any Town funds other than those that were previously appropriated and encumbered for the purpose of the Agreement.

Section 7. Maintenance of Law License. At all times throughout the Term, the Contractor shall maintain a valid law license and be in good standing with the Colorado Supreme Court. The Contractor shall immediately report to the Town any reprimand, public censure, suspension, or revocation of the Contractor's law license.

Section 8. Appointment of Substitute Judges. In the event that, at any time throughout the Term and for any reason, the Contractor is unavailable to preside over the



Municipal Court, the Town Council reserves the right to appoint an assistant and/or substitute judges to assure the efficient operation of the Municipal Court. The Town Council may solicit the input of the Contractor as to who may be appropriate candidates to serve as an assistant and/or substitute judge; provided, however, that the final decision regarding any such appointment shall be within the Town Council's sole discretion.

Section 9. Administrative Support. The Town, through the annual appropriation of funds for the operation of the Municipal Court, shall provide suitable facilities for the conduct of the public sessions of the Municipal Court and the administrative functions of the office of the Court Administrator; provided, however, that the Town shall have the exclusive right to designate the location of the courtroom facilities and the office of the Court Administrator and Municipal Court staff.

Section 10. CJIS Security Addendum. The Parties acknowledge that, in order to perform part of the services provided under the Agreement, the Contractor must have unescorted access to physical and/or electronic criminal justice information ("CJI"). The Colorado Bureau of Investigation ("CBI") requires all government contractors who have unescorted access to physical or electronic CJI to have a written agreement that includes a completed Criminal Justice Information Services Security Addendum, in a form approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in 28 CFR § 20.33(a)(7) (the "CJIS Security Addendum"). The CJIS Security Addendum, attached hereto as *Exhibit A*, is hereby incorporated in this Agreement by this reference. The Contractor shall execute the CJIS Security Addendum and provide a copy thereof to the Town.

Section 11. Limited Purpose. This Agreement shall, in no manner, limit or restrict the powers, duties, and prerogatives of the Contractor under the Colorado Constitution and any applicable state statute, the Castle Rock Home Rule Charter, and the Castle Rock Municipal Code.

Section 12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado as well as the Castle Rock Home Rule Charter, and the Castle Rock Municipal Code. Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado.

Section 13. Colorado Governmental Immunity Act. The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 14. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings.

Section 15. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties.



Section 16. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

ATTACHED EXHIBITS:

EXHIBIT A – CJIS SECURITY ADDENDUM

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement as of the date first written above.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Kristin Read, Assistant Town Manager

CONTRACTOR:

A handwritten signature in blue ink that reads "David J. Thrower".

David J. Thrower, Presiding Judge



EXHIBIT A

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

CONTRACTOR

A handwritten signature in blue ink, appearing to read "David J. Thrower".

January 6, 2026

David J. Thrower, Presiding Judge

Date



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

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

To: Honorable Mayor and Members of Town Council

From: Kristin Read, Assistant Town Manager

Resolution Appointing Substitute Judges for the Town of Castle Rock Municipal Court

Executive Summary

Attached is a resolution establishing a list of substitute judges who are authorized to preside over Castle Rock Municipal Court, should the Municipal Judge be unavailable or conflicted out of a particular case.

Proposed Motion

"I move to approve the Resolution appointing substitute judges."

Attachment

Attachment A: Resolution

RESOLUTION NO. 2026-002

A RESOLUTION APPOINTING SUBSTITUTE JUDGES FOR THE TOWN OF CASTLE ROCK MUNICIPAL COURT

WHEREAS, Section 13-10-105(b), C.R.S., provides that a municipal governing body may appoint such substitute judges as circumstances may require in case of temporary absence, sickness, disqualification, or other inability of the presiding municipal judge to act; and

WHEREAS, Section 5-2(a)(2) of the Castle Rock Home Rule Charter (the “Charter”) vests the Town Council with the requisite authority to appoint substitute judges; and

WHEREAS, as required by Section 5-2(b) of the Charter, each individual under consideration for appointment at tonight’s meeting (i) is an attorney-at-law admitted to practice law in the State of Colorado, and (ii) has a minimum of five years’ experience in the active practice of law; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town’s residents to appoint the individuals recommended by Town staff to serve as substitute judges for the Castle Rock Municipal Court.

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

Section 1. Appointment of Substitute Judges. The Town Council hereby appoints the following individuals as substitute judges for Castle Rock Municipal Court for a term commencing January 6, 2026, and expiring on January 4, 2028:

Amanda Bailhache
Beth Elliott-Dumler
Jonathan Lucero
Christopher Randall
Vincent White

PASSED, APPROVED AND ADOPTED this 6th day of January 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of _____ for and _____ against.

ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

Michael J. Hyman, Town Attorney

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

Kristin Read, Assistant Town Manager



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 8. **File #:** MIN 2026-001

To: Honorable Mayor and Members of Town Council

From: Lisa Anderson, Town Clerk

Minutes: December 16, 2025 Town Council Meeting

Executive Summary

Attached are minutes from the December 16, 2025, Town Council meeting for review and approval.



Town Council Meeting Minutes - Draft

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

Tuesday, December 16, 2025

6:00 PM

Town Hall Council Chambers
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. December 16, 2025, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

COUNCIL DINNER & INFORMAL DISCUSSION

INVOCATION

Mayor Gray provided the invocation.

CALL TO ORDER / ROLL CALL

Present: 7 - Mayor Gray, Mayor Pro Tem Cavey, Councilmember Hollingshead, Councilmember Bracken, Councilmember Davis, Councilmember Brooks, Councilmember Dietz

PLEDGE OF ALLEGIANCE

COUNCIL COMMENTS

Mayor Gray reflected on recent events and encouraged to treat others with respect and love.

Councilmember Hollingshead wished everyone Merry Christmas and Happy Holidays. He noted Tri Arts taught some of the Councilmembers and encouraged people to sign up for their classes.

Councilmember Bracken wished everyone Merry Christmas.

Councilmember Davis wished everyone Merry Christmas and encouraged everyone to experience downtown.

Councilmember Brooks asked people to give the horses some space that do the carriage rides. He thanked the Police department for keeping us safe and wished everyone Merry Christmas.

Councilmember Dietz wished everyone Merry Christmas.

Mayor Pro Tem Cavey extended her thoughts and prayers to the Jewish Community and Brown University, prays for peace and wished everyone Merry Christmas.

UNSCHEDULED PUBLIC APPEARANCES

No public comment.

TOWN MANAGER'S REPORT

ID 2025-137 **Update: Calendar Reminders**

Town Manager, David Corliss, wished everyone a Merry Christmas and provided an update on calendar reminders.

DIR 2025-035 **Discussion/Direction: 2026 Council Meeting Schedule**

David Corliss, Town Manager, proposed changes to the 2026 Council meeting schedule.

Special meeting on May 12 for Boards and Commissions interviews
Move March 17 meeting to March 24
Cancel the regular meeting on August 4 for National Night Out

Councilmember Brooks indicated he would not be able to attend the May 12 meeting.

Moved by Councilmember Brooks, seconded by Mayor Pro Tem Cavey, to Approve the 2026 Council Meeting Schedule DIR 2025-035 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

ID 2025-138 **Update: Monthly Department Reports**

ID 2025-139 **Update: Stormwater Follow Up**

Mark Marlowe, Director of Castle Rock Water, provided an update.

Councilmember Dietz asked if we have pockets of water that just come up from underground. Marlowe stated there is especially when they cut into a slope. Some basements also require sump pumps that pump water to the outside.

Councilmember Davis is pleased they are getting a full-time inspector and asked if there are fines. Marlowe stated they can issue a stop work order and added that fines might not be as effective as a stop work order.

ID 2025-140 **Development Services Project Updates**

ID 2025-141 **Update: Quasi-Judicial Projects**

TOWN ATTORNEY'S REPORT

No report and wished everyone a Merry Christmas, Happy New Year and holiday season.

ACCEPTANCE OF AGENDA

Moved by Councilmember Bracken, seconded by Mayor Pro Tem Cavey, to Approve the Agenda as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

CONSENT CALENDAR

Moved by Councilmember Bracken, seconded by Councilmember Hollingshead, to Approve the Consent Calendar as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

ORD 2025-039

Ordinance Concerning the Financing of the Acquisition and Construction of a Fire Station Facility with Associated Amenities and Supporting Public Improvements, and in Connection Therewith Authorizing the Execution and Delivery by the Town of a Site Lease Agreement, a Lease Purchase Agreement, and Other Documents Related Thereto; and Providing Other Matters Related Thereto (Second Reading - Approved on First Reading on December 2, 2025, by a vote 7-0)

RES 2025-155

Resolution Approving the First Amendment to Town of Castle Rock Services Agreement with Consor North America, Inc. for the Plum Creek Pipeline Central to PCWPF Project [Located parallel to Plum Creek through central Castle Rock, CO]

RES 2025-156

Resolution Approving the First Amendment to Water Rights Brokerage Agreement Between the Town of Castle Rock and Stillwater Resources & Investments, Inc.

RES 2025-157

Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving an On-Call Equipment and Services Acquisition Agreement With Treatment Technology Holding, LLC [Entire Castle Rock Water Service Area]

RES 2025-158

Resolution Approving an Agricultural Lease Agreement Between the Town of Castle Rock and Rupple Farms, LLC

RES 2025-159

Resolution Designating the Public Place for Posting Notices of Public Meetings Pursuant to the Colorado Open Meetings Law

MIN 2025-025

Minutes: December 2, 2025 Town Council Meeting

QUASI JUDICIAL HEARINGS

Mayor Gray confirmed there is no conflict of interest and the item was properly noticed.

RES 2025-160

Resolution Approving a Site Development Plan for Residential Development within the Canyons Far South Planned Development

[409 Acres, located southeast of the intersection of Crowfoot Valley Road and Founders Parkway]

Tara Vargish, Director of Development Services, presented the item.

Mayor Cavey inquired about the commercially zoned area; and ensured they would not allow fast food or fuel stations.

The applicant gave a presentation.

Mayor Gray asked with the slowdown in building, what their hope is for build out. Applicant replied they would like to begin next spring. Mayor asked what the trigger is for building the park.

Mayor Pro Tem Cavey inquired about traffic around Founders, and what the level of service is now and what it is projected to be. They stated the intersections do not exist today; and that the Founders intersection is projected to be a B level. Cavey inquired if it takes into account further down Founders. They stated they coordinated with existing traffic, the Town's Transportation Plan, and added in their traffic projections.

Councilmember Davis inquired if there is parking on both sides of the street. Davis also confirmed there is no RV parking area.

Councilmember Brooks asked how they would assess their relationship with Macanta regarding the open space and walking paths.

No public comment.

Mayor Pro Tem Cavey is pleased that the road was moved away from existing homes and the amount of open space.

Councilmember Brooks is pleased there is no objection from existing residents.

Vargish indicated the commercial piece has high architectural standards, and a drive through would have to go through a use by special review approval process which would also come to Council.

Moved by Councilmember Hollingshead, seconded by Mayor Pro Tem Cavey, to Approve Resolution RES 2025-160 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

[DIR 2025-036](#) **Discussion/Direction of Applications for the 2025 4th Quarter Council Community Grant Program, Three Applications**

Trish Muller, Director of Finance, presented the item.

Mayor Pro Tem Cavey inquired about the Rotary Satellite Club of Castle Pines and how the program is run.

Councilmember Bracken asked if it is the same Rotary that does the Ducky

Derby. Staff stated it is not.

The representative for Douglas County High School explained the After Prom event.

Mayor Pro Tem Cavey inquired how many attend. They anticipate about 250.

Councilmember Davis asked what activities they do.

A representative from the Rotary clarified what their program entails.

A representative from Castle View High School TSA explained their program.

No public comment.

Mayor Pro Tem Cavey asked if they could award \$1,300 each. Councilmember Brooks feel they should stay at \$1,000 each as that is what was budgeted. Mayor Gray agreed to stay in the budget.

Moved by Mayor Gray, seconded by Councilmember Brooks, to Approve Discussion/Direction Item DIR 2025-036 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

[**RES 2025-161**](#) **Resolution Approving the Second Contract Price Amendment to the Progressive Design-Build Agreement with S.J. Louis Construction, Inc. for the Phase 2 Construction Services for the Sedalia Lift Station and Force Main to Plum Creek Water Reclamation Authority Project**

Mark Marlowe, Director of Castle Rock Water, presented the item.

Councilmember Dietz feels it makes sense to move forward and it would cost more to go back for bid.

No public comment.

Moved by Councilmember Davis, seconded by Councilmember Dietz, to Approve Resolution RES 2025-161 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

None.

ADJOURN

Moved by Councilmember Bracken, seconded by Councilmember Hollingshead, to Adjourn. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

Meeting Adjourned at 7:47 pm.

Submitted by Lisa Anderson, CMC, Town Clerk



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 9. **File #:** ORD 2026-001

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services Department
Sandy Vossler, Senior Planner, Development Services Department

Ordinance Amending the Town of Castle Rock's Zone District Map by Approving Amendment No. 7 to the Crystal Valley Ranch Planned Development Plan and Zoning Regulations (First Reading) [located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road]

Executive Summary

The property subject to the amendment is located north of Crystal Valley Parkway, and east of Rhyolite Park within the Crystal Valley Ranch Planned Development (PD) (Attachment A and Figure 1). This proposed rezoning will allow a shift of the developable area of Planning Area (PA) 3A to the west by approximately 45 feet and will widen the buffer to the adjacent neighborhood. The Town is processing this amendment in compliance with conditions of a land swap outlined in a Memorandum of Understanding (MOU), recently approved by Town Council. Per the MOU, the Town will convey a 45-foot wide strip of land (0.915 ac.) to the developer and rezone it from Public Land to residential (R-MF-24). In turn, the developer will designate 0.915 ac. of land along the east boundary of PA 3A, rezoned to Public Land, to increase the buffer between the new and existing neighborhoods (Attachment B). There are no changes to the permitted uses and development standards applicable to PA 3A. Under the amendment the overall Public Land acreage and the developable acreage of PA 3A remains the same.

At a public hearing held December 11, 2025, Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment 7.

Budget Impact

Development of the property will generate review and impact fees, along with use taxes for commercial development.

Recommendation

Item #: 9. File #: ORD 2026-001

The Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment No. 7, as proposed.

Proposed Motion

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

Attachments

Attachment A: Vicinity Map

Attachment B: Ordinance

Attachment C: PD Plan

AGENDA MEMORANDUM

To: Mayor and Members of Town Council

Thru: Dave Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services Department
Sandy Vossler, Senior Planner, Development Services Department

Title: **Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment No. 7** (*located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road*)

Executive Summary

The property subject to the amendment is located north of Crystal Valley Parkway, and east of Rhyolite Park within the Crystal Valley Ranch Planned Development (PD) (Attachment A and Figure 1). This proposed rezoning will allow a shift of the developable area of Planning Area (PA) 3A to the west by approximately 45 feet and will widen the buffer to the adjacent neighborhood. The Town is processing this amendment in compliance with conditions of a land swap outlined in a

Memorandum of Understanding

(MOU), recently approved by Town Council. Per the MOU, the Town will convey a 45-foot-wide strip of land (0.915 ac.) to the developer and rezone it from Public Land to residential (R-MF-24). In turn, the developer will designate 0.915 ac. of land along the east boundary of PA 3A, rezoned to Public Land, to increase the buffer between the new and existing neighborhoods (Attachment B). There are no changes to the permitted uses and development standards applicable to PA 3A. Under the amendment the overall Public Land acreage and the developable acreage of PA 3A remains the same.



Figure 1: Vicinity Map

At a public hearing held December 11, 2025, Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment 7.

Background

The properties subject to the proposed rezoning include Crystal Valley Ranch Filing 14, Block 2, Lot 1 (PA 3A) and a 45-foot-wide strip of land (0.915 ac.) located along the east side of the Rhyolite Park (Attachment C and Figure 2, highlighted in red). Rhyolite Park was annexed and zoned Public Land in 2001. Planning Areas 3A and 3 were annexed in 2006 and zoned for residential development (R-MF-24)

within Crystal Valley Ranch Major PD Amendment No. 3 in 2007.

The R-MF-24 use area allows single-family attached and detached homes, townhomes and apartments. Planning Area 3A was also identified as a potential school site and was conveyed to the Town with a caveat for development formalized in the Development Agreement.

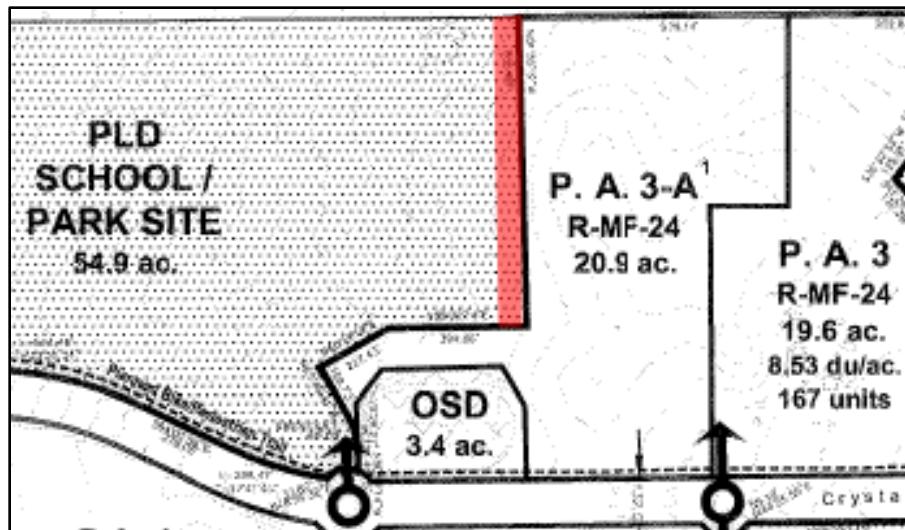


Figure 2: Crystal Valley Ranch PD Plan Amendment No. 3

Under a Development Agreement (DA) obligation, PA 3A was dedicated to the Town of Castle Rock to be held as a potential school site until such time as the Douglas County School District (DCSD) either used it for a school or provided written notice to the Town that the DCSD did not intend to use the site for a school. In early 2025, DCSD notified the Town that the site would not be used as a school site. Per the terms of the DA, upon such notification the Town was required to re-convey the property to the original owner for development under the R-MF-24

zoning regulations. That reconveyance occurred on October 24, 2025.



Figure 3: Town Council Preferred Development Plan

Town Council considered potential development options for PA 3A that would mitigate the residents' concerns. The Council favored an option that eliminated the local residential street connections to the existing neighborhood, shifted the developable area away from the existing neighborhood and included an enlarged buffer between the two neighborhoods. The preferred option is depicted in the site plan rendering in Figure 3.

Discussion

In accordance with the MOU, the Town is responsible for rezoning the 45-foot-wide strip of land, totaling 0.915 acres (Figure 4 shaded blue) from Public Land to R-MF-24, to allow the residential developable area to shift west. The Town would then swap this developable area to the developer, in exchange for the developer designating a 0.915-acre area, zoned Public Land, to enhance the buffer along the eastern boundary of PA-3A (Figure 4 shaded red). Separately, the amended PD Plan reflects the minor skyline area on the site (Figure 4 green circle).

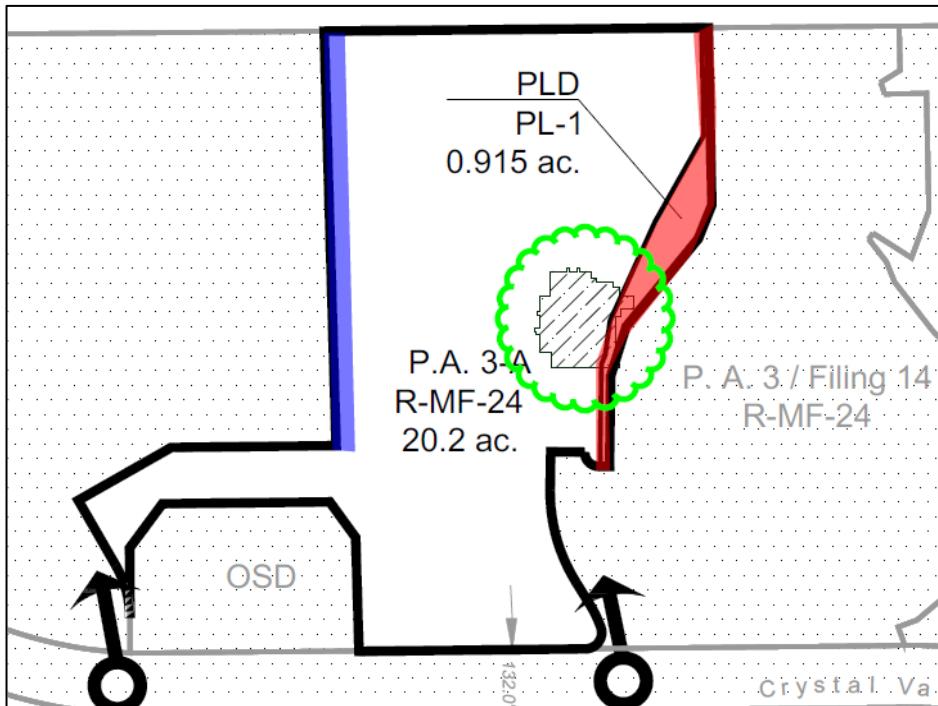


Figure 4: Proposed Amendment No. 7

In summary this proposed PD Amendment No. 7 will:

1. Rezone the 45-foot-wide strip on the west to match the R-MF-24 zoning of PA-3A, allowing residential development to occur on it, and
2. Rezone 0.915 acres on the east side of PA-3A as Public Land to be dedicated to the Town, providing a buffer area to the existing neighborhood to the east.

Once this PD Amendment No. 7 has been approved and the 45-foot-wide strip is conveyed to the developer, future development of the site will require a Site Development Plan submittal and review, additional neighborhood meetings and public hearings before Planning Commission for recommendation, and before Town Council for final decision on the layout.

The net result of this amendment is that the developable area remains approximately 21 acres, the developable area shifts away from the existing neighborhood and the permitted uses and development standards applicable to the site and the overall Public Land area in Crystal Valley Ranch remain unchanged.

Development Standards

The current zoning classification on the property is R-MF-24 (Table 1). This PD amendment carries forward the existing development standards established in the 2007 PD Amendment No. 3, with no changes. The uses and standards are the same as those applicable to the adjacent neighborhood (P.A. 3) to the east.

R-MF-24 Use Area Development Standards				
Permitted Uses	Maximum Density	Maximum Height	Maximum Coverage	Setbacks
Residential				
Multifamily Apts/Condo)	24 du/ac	50 feet	40%	TBD with Site Plan
Townhomes/Patio Homes	12 du/ac	45 feet	40%	TBD with Site Plan
Single Family Attached/Detached	6 du/ac	35 feet		TBD with Site Plan
Non-Residential				
Bed and Breakfast Inn		50 feet	40%	TBD with Site Plan
Public Schools		50 feet	40%	TBD with Site Plan
Recreation Facilities		35 feet		TBD with Site Plan
Swimming Pools		35 feet		TBD with Site Plan
Private Tennis Courts		35 feet		TBD with Site Plan
Elderly Asst Living	Per State Licensing	35 feet		TBD with Site Plan

Table 1: R-MF-24 Development Standards

Interface Regulations

The Residential/Non-Residential Interface and Dissimilar Residential regulations are not applicable to the proposed Crystal Valley Ranch PD Plan and Zoning Regulations, Amendment No. 7.

Skyline and Ridgeline Protections

The Skyline/Ridgeline Protection regulations are applicable to amendment area. The minor skyline is identified on the proposed PD Plan. The 35-foot height limitation and mitigation standards established in the Municipal Code Section 17.48 will be applied at the time of the Site Development Plan submittal and review.

Open Space and Public Land Dedication

This PD Amendment No. 7 essentially transfers 0.915 acres of Public Land from the west boundary of the subject property to the east boundary.

Traffic Impact Analysis and Mitigation

The developable acreage, permitted uses, and densities allowances are not changing. A traffic compliance letter will be required with the submittal of the Site Development Plan.

Utilities

Water, wastewater, storm sewer and road infrastructure exist in proximity to this property. Necessary extensions and connections will be determined with the Site Development Plan and Construction Documents.

Notification and Outreach

Public Notice

Public hearing notice signs were posted on the property on November 19, 2025. Written notices were sent to property owners within 500 feet of the property, at least 15 days prior to the public hearing. HOA's in the area were also emailed information about the public hearings. Town staff published notice of the Town Council public hearing on the Town's website.

Neighborhood Meetings

Town held a neighborhood meeting on Tuesday, December 9, 2025, to present the proposed rezoning and two members of the public attended. During the process to re-convey PA-3A from the Town to the previous owner, Town Council held 4 public meetings to hear concerns and take feedback from residents. As a result, the Council approved an MOU that addressed many of the concerns of surrounding neighbors. For that reason, the second and third neighborhood meetings have been waived by the Town Manager.

External Referrals

External referral comments were requested by the Town from applicable external agencies. The only responding agency has been Douglas County Planning who requested the PD Zoning Regulations include setbacks and buffer to unincorporated parcels and standards that prevent a wall of small-lot homes backing to county properties. The MOU agreed to carry forward the R-MF-24 zoning standards without changes; therefore, the County preferences have not been added. Appropriate setbacks and potential buffering will be considered with the future Site Development Plan.

Analysis

PD Plan Review and Approval Criteria and Analysis 17.34.030

A. Community Vision/Land Use Entitlements.

1. Conforms to the most recent versions of the Towns' Vision, Comprehensive Master Plan and long range or master plans.
2. Complies with the site design principles of CRMC Chapter 17.10.
 - Protect and provide for the public health, safety and general welfare of the Town.
 - Promote orderly growth and provide for the harmonious development of the Town in accordance with the Comprehensive Plan.
 - Identify, preserve and provide for open space through the most efficient design and layout of the land.

- Minimize the conflicts among the uses of land and buildings placed on the land.
- Preserve and enhance the natural beauty and topography of the Town and ensure appropriate development regarding such natural features.
- Mitigate the pollution of air, streams and ponds, ensure the adequacy of stormwater facilities, safeguard the water supply, and encourage the wise use and management of the natural environment.
- Ensure that public facilities and services are available and will have sufficient capacity to serve the development.
- Protect the character and the social and economic stability of the Town.
- Provide for the safe and efficient circulation of traffic throughout the Town, the mitigation of congestion in the streets and highways and along pedestrian ways.
- Provide for the proper location and size of streets in relationship to the adjacent development.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The developable acreage and zoning standards remain unchanged.

B. Relationship to Surrounding Area.

1. Provides appropriate relationships between use areas, both internal and surrounding, with adequate buffer areas provided, if warranted.
2. Provides innovative and creative plan design and layout.
3. Provides a variety of housing types, densities and open space.
4. Identifies areas as mixed use and/or depicts areas that are buffer areas to comply with Chapter 17.50 (Residential/Nonresidential Interface), where a proposed PD Plan is adjacent to residential property, as that term is defined in Chapter 17.50, or, for residential developments, where the proposed PD Plan is adjacent to nonresidential property, as that term is defined in Chapter 17.50.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The swap of Public Land allows for a wider buffer between the existing and new neighborhoods. The R-MF-24 zoning classification is consistent with the adjacent Crystal Valley Ranch neighborhood.

C. Circulation and Connectivity.

1. Provides an adequate circulation system in terms of capacity and connectivity, which is designed for the type of traffic generated, safety, and separation from living areas, convenience, accessibility, noise and exhaust control.
2. Provides for emergency vehicle access.
3. Accommodates an adequate, functional and safe street system for vehicular traffic generated by the development and passing through the development.
4. Provides for pedestrian and bicycle traffic in a safe and convenient manner, separation from vehicular traffic, and access to points of destination and recreation.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The access points, internal road systems and pedestrian access will be finalized with the Site Development Plan. Road connections to the adjacent neighborhood have been limited per the MOU.

D. Services, Phasing and Off-site Impact.

1. Addresses fiscal impact of the project.
2. Provides an appropriate phasing plan which minimizes unnecessary utility extensions and adequately addresses other fiscal concerns of the Town.
3. Adequate water resources have been conveyed or purchased. Existing or proposed water and wastewater systems can support the proposed development pattern, uses and density.
4. Existing or proposed stormwater systems can support the development and comply with applicable regulations.
5. Provides adequate consideration for the future extension of streets and utilities to adjacent properties.
6. Identifies and appropriately mitigates all traffic impacts, on- and off-site.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The project will not be phased. The uses and densities remain unchanged. Infrastructure systems exist to support the development.

E. Open Space, Public Lands and Recreation Amenities.

1. Provides adequate trails, parks, recreation and open space.
2. Provides an adequate trail system in terms of internal circulation and appropriate external connections.
3. Provides functional open space for recreation, views, density relief, convenience, function and preservation of natural features, including significant tree stands, ridges, and stormwater areas. Open space reservations and public land dedications are of an appropriate configuration and location within the site and comply with any applicable requirements of Chapter 16.08, CRMC and this Title.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The overall Public Land acreage in Crystal Valley Ranch remains unchanged.

F. Preservation of Natural Features.

1. Demonstrates sensitivity and limits disturbance to the site in terms of plan design relative to the site's major environmental characteristics including drainageways, topography, view sheds and vegetation.
2. The proposed PD Plan and zoning accommodate the Skyline/Ridgeline Protection Regulations in Chapter 17.48 and reasonably mitigates visual impacts upon off-site areas.
3. Consideration shall be given to wildlife impacts in the layout of open space areas. Where designated threatened or endangered species are present, the development must conform to all applicable state and federal restrictions and permitting requirements.

Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The area of minor skyline is called out on the PD Plan and required mitigation measures will be applied with the

Site Development Plan. The widened buffer area within the development will be advantageous to the typical wildlife found in Crystal Valley Ranch.

Budget Impact

Development of the property will generate review and impact fees, along with use taxes for commercial development.

Findings

All staff review comments and external referral comments have been addressed. Planning Commission found that the proposed rezoning

- Supports with the objectives of the Town Vision and the Comprehensive Master Plan,
- Is consistent with the development plan of the current Crystal Valley Ranch PD Plan and Zoning Regulations, Amendment No. 4, and
- Meets the review and approval criteria of the Municipal Code, Chapters 17.34 Planned Development Plan and 17.36 Amendment to PD Plan and Zoning Regulations.

Recommendation

The Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment No. 7, as proposed.

Proposed Motion

Option 1: Approval

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

Option 2: Approval with Conditions

“I move to approve the Ordinance, with the following conditions:” (list conditions)

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

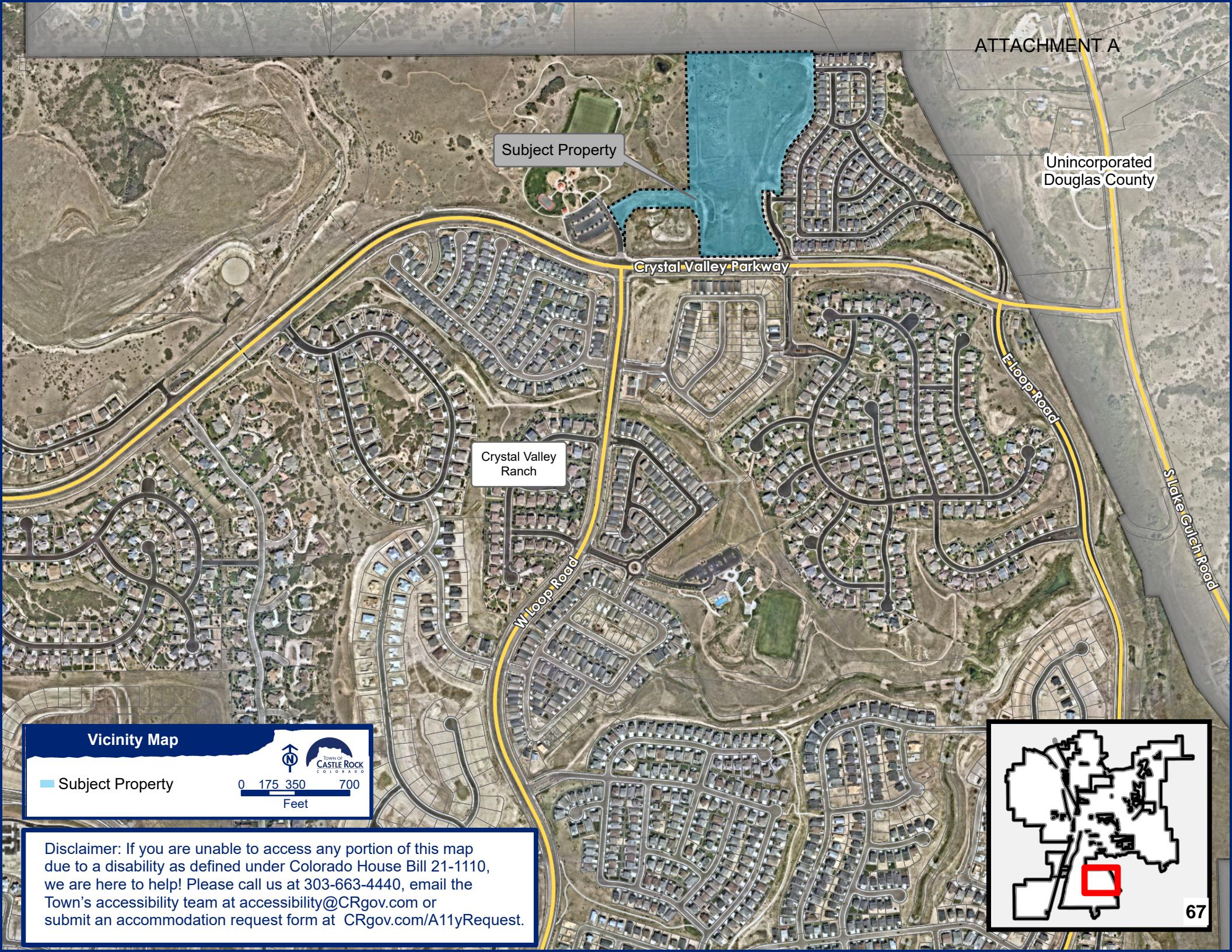
“I move to continue this item to the Town Council meeting on [date], at [time].”

Attachments

Attachment A: Vicinity Map

Attachment B: Ordinance

Attachment C: Planned Development Plan and Zoning Regulations



ORDINANCE NO. 2026-001

AN ORDINANCE AMENDING THE TOWN OF CASTLE ROCK'S ZONE DISTRICT MAP BY APPROVING AMENDMENT NO. 7 TO THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

WHEREAS, on October 21, 2025, the Town Council (“Town Council”) of the Town of Castle Rock (the “Town”) adopted Resolution 2025-139 authorizing the conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14 (the “Conveyance Parcel”), from the Town to CVR PA3A LLC (the “Developer”) and the execution of a Memorandum of Understanding concerning the development of such property between the Town and the Developer (the “MOU”); and

WHEREAS, in accordance with the MOU, the Town and the Developer are working together to bring into effect a site development plan for the Conveyance Parcel that will be consistent with the configuration described in the map attached hereto as *Exhibit A*; and

WHEREAS, the Town and the Developer have acknowledged in the MOU that this plan will require:

- i. The identification of an approximately 0.9-acre parcel located on the eastern boundary of Conveyance Parcel described in *Exhibit A* as the “the “Land Swap Area;”
- ii. The identification of an approximately 0.9-acre parcel located in Rhyolite Park immediately to the west of the Conveyance Parcel described in *Exhibit A* as the “Open Space to CVR” Area;
- iii. The exchange of the “Land Swap Area” and the “Open Space to CVR” Area between the Town and the Developer; and
- iv. The rezoning of the “Land Swap Area” and “Open Space to CVR” Area in accordance with their future uses and the granting of any related encumbrances to further such uses (e.g., to provide emergency vehicle access or temporary construction easements necessitated by the swap); and

WHEREAS, pursuant to Amendment No. 3 to the Crystal Valley Ranch Planned Development Plan (the “Crystal Valley Ranch PD Plan”) approved by Ordinance No. 2006-59 on February 27, 2007, the Conveyance Parcel was included within the R-MF-24 Use Area in Planning Area 3A, which, among other things, allows for the development of single-family attached and detached homes, townhomes and apartments; and

WHEREAS, Town Staff and the Developer are requesting that Town Council approve Amendment No. 7 to the Crystal Valley Ranch PD Plan and Zoning Regulations, which Amendment will:

- i. Rezone the “Land Swap Area” for the purpose of including such Area within the R-MF-24 Use Area in Planning Area 3A; and

ii.. Rezone the “Open Space to CVR” Area as Public Land to be dedicated to the Town; and

WHEREAS, a public hearing on Amendment No. 7 to the Crystal Valley Ranch PD Plan and Zoning Regulations was held before the Planning Commission on December 11, 2025, after which the Planning Commission voted unanimously to recommend Town Council approval; and

WHEREAS, a public hearing was conducted at tonight’s regular meeting of the Town Council in accordance with the applicable provisions of the Castle Rock Municipal Code (“CRMC”); and

WHEREAS, based upon the testimony and evidence presented at the public hearing, the Town Council finds and determines that Amendment No. 7 to the Crystal Valley Ranch PD Plan and Zoning Regulations:

- (i) Conforms with and advance the objectives of the Town’s Vision 2030 and the Comprehensive Master Plan;
- (ii) Is consistent with the overall Crystal Valley Ranch PD Plan and Zoning Regulations;
- (iii) Satisfies the review and approval criteria for planned development plans and associated zoning regulations as set forth in CRMC Chapter 17.34;
- (iv) Satisfies the review and approval criteria for amendments to planned development plans and associated zoning regulations as set forth in CRMC Chapter 17.36;
- (v) Satisfies the applicable Skyline/Ridgeline Protection regulations as set forth in CRMC Chapter 17.48; and
- (vi) Satisfies the applicable Residential/Nonresidential Interface Regulations as set forth in CRMC Chapter 17.50.

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

Section 1. Zoning District Map Amendment. The Town’s Zoning District Map pertaining to the “Land Swap Area” and “Open Space to CVR” Area is amended to conform to Amendment No. 7 to the Crystal Valley Ranch PD Plan.

Section 2. Planned Development Plan Approval. Amendment No. 7 to the Crystal Valley Ranch PD Plan is hereby approved in the form presented at tonight’s meeting.

Section 3. Zoning Regulations Approval. Amendment No. 7 to the Crystal Valley Ranch Zoning Regulations is hereby approved in the form presented at tonight’s meeting.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect the remaining provisions of this Ordinance.

Section 5. Safety Clause. The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and bears a rational relation to the legislative object sought to be obtained.

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

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

ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

Michael J. Hyman, Town Attorney

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

Tara Vargish, Director of Development Services

EXHIBIT A
PROPERTY SWAP MAP



CRYSTAL VALLEY RANCH

Planned Development, Amendment No. 7

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 8 SOUTH RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOT 1 BLOCK 2 OF CRYSTAL VALLEY RANCH FILING NO. 14, RECORDED ON FEBRUARY 6, 2015, AT RECEPTION NO. 2015007384;

TOGETHER WITH:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON A LINE FROM THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 2, MONUMENTED BY A 1.375-INCH YELLOW PLASTIC CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "RMC 9329", AND THE NORTHWEST CORNER OF TRACT C OF CRYSTAL VALLEY RANCH FILING NO. 18, RECORDED ON FEBRUARY 13, 2020, AT RECEPTION NO. 2020010779, MONUMENTED BY A 1.5-INCH ALUMINUM CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "EMK, LS 29040", ASSUMED TO BEAR SOUTH 15°09'28" WEST, A DISTANCE OF 1514.61 FEET;

BEGINNING AT SAID NORTHWEST CORNER OF LOT 1 BLOCK 2;

THENCE SOUTH 01°38'19" EAST ALONG THE WEST LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 885.68 FEET;

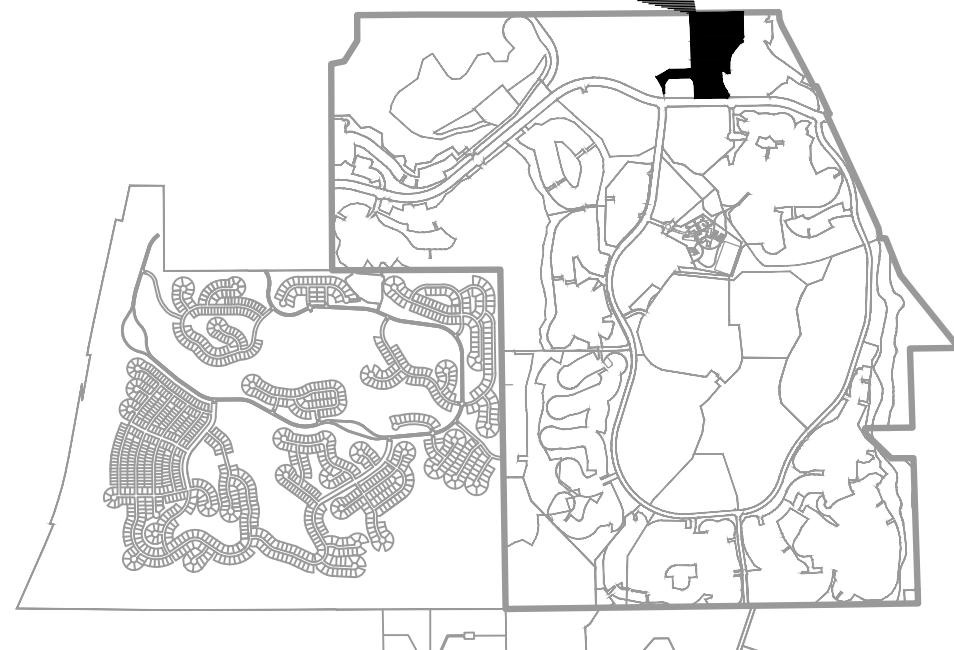
THENCE SOUTH 89°22'14" WEST ALONG A NORTHERLY LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 45.01 FEET, TO A LINE PARALLEL WITH AND 45.00 FEET WESTERLY, AT RIGHT ANGLES, TO SAID WEST LINE;

THENCE NORTH 01°38'19" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 885.77 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, WHENCE THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER BEARS SOUTH 89°29'08" WEST, A DISTANCE OF 349.65 FEET;

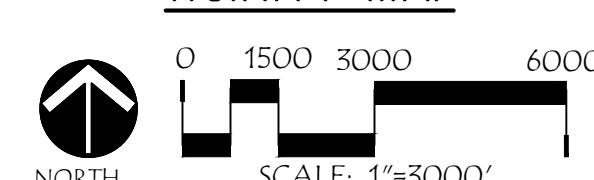
THENCE NORTH 89°29'08" EAST ALONG SAID NORTH LINE, A DISTANCE OF 45.01 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A TOTAL OF 918,523 SQUARE FEET (21.086 ACRES), MORE OR LESS.

SITE



VICINITY MAP



PURPOSE:

THE PURPOSE OF THIS AMENDMENT IS TO REZONE PARCEL 2 TO R-MF-24 AND INCORPORATE IT INTO THE RESIDENTIAL PLANNING AREA ZONED R-MF-24, AND TO CREATE A 0.915 ACRE PUBLIC LAND PLANNING AREA.

SURVEYOR'S CERTIFICATE:

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

SAM GALLUCCI DATE
COLORADO P.L.S. NO.
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.

PLANNING COMMISSION RECOMMENDATION

THIS PLANNED DEVELOPMENT PLAN WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION OF THE TOWN OF CASTLE ROCK, COLORADO ON THE ____ DAY OF ____ 202____

____ CHAIR DATE

ATTEST:

DIRECTOR OF DEVELOPMENT SERVICES DATE

TOWN COUNCIL APPROVAL

THIS PLANNED DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, ON THE ____ DAY OF ____ 202____

MAYOR DATE

ATTEST:

TOWN CLERK DATE

PDP STANDARD NOTES

- 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.
- THIS DEVELOPMENT PLAN IS IMPACTED BY THE TOWN OF CASTLE ROCK SKYLINE/RIDGELINE PROTECTION REGULATIONS. SKYLINE/RIDGELINE AREAS MUST ADHERE TO CHAPTER 17.48 OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE REGARDING MITIGATION PROCEDURES.
- THIS SITE IS WITHIN THE TOWN OF CASTLE ROCK RED WATER PRESSURE ZONE.
- 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.

OWNERSHIP CERTIFICATION:

THE UNDERSIGNED ARE ALL THE OWNERS OF THE PROPERTY DESCRIBED HEREON IN THE TOWN OF CASTLE ROCK.

CVR PA3A L.L.C.
A MINNESOTA LIMITED PARTNERSHIP.

BY: GREGORY W BROWN, MANAGER

SUBSCRIBED AND SWEORN BEFORE ME THIS ____ DAY OF ____ 202____ BY GREGORY W. BROWN AS MANAGER OF CVR PA3A L.L.C. WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES:

NOTARY PUBLIC

TITLE CERTIFICATION:

I, ____ AN AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE, A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES AND LIEN HOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND LIEN HOLDER SUBORDINATION CERTIFICATE.

SIGNED THIS ____ DAY OF ____ 202____

AUTHORIZED REPRESENTATIVE

LAND TITLE GUARANTEE COMPANY

SUBSCRIBED AND SWEORN TO BEFORE ME THIS ____ DAY OF ____ 202____ BY ____ AS AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE COMPANY.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ADDRESS

LEGEND SYMBOLS:

	Access Points Allows for Potential Entry Monumentation(s) on all corners of Intersection. (Subject to Modification during Platting)
	Potential Connections Between Planning Areas
	Planned Bike / Pedestrian Trail - Primary (Min. 8' concrete trails to be owned & maintained by the Town of Castle Rock)
	Planned Bike / Pedestrian Trail - Secondary (To be owned & maintained by the HOA or Metro District)
	Entry Monumentation Locations
	Possible Well Locations
	Red Zone Storage Tank Site
	Minor Skyline Area
	Not part of this PD Amendment

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PROJECT BENCHMARKS (NAVD 88):

BM "A" (TBM 950): CHISELED "X" ON TOP OF CURB; EAST SIDE OF LOOP ROAD @ CL STATION 37-75 (APPROX.)
EL = 6569.94 FEET

BM "B" (TBM 951): CHISELED "X" ON TOP OF CURB; EAST SIDE OF LOOP ROAD @ CL STATION 91-12 (APPROX.)
EL = 6533.10 FEET

BASIS OF BEARINGS:

BEARINGS ARE BASED UPON A LINE FROM THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 2, MONUMENTED BY A 1.375-INCH YELLOW PLASTIC CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "RMC 9329", AND THE NORTHWEST CORNER OF TRACT C OF CRYSTAL VALLEY RANCH FILING NO. 18, RECORDED ON FEBRUARY 13, 2020, AT RECEPTION NO. 2020010779, MONUMENTED BY A 1.5-INCH ALUMINUM CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "EMK, LS 29040", ASSUMED TO BEAR SOUTH 15°09'28" WEST

DEVELOPER:

CVR PA3A L.L.C.
8031 S. HOMESTEADER DRIVE
MORRISON, CO 80465
CONTACT: GREGORY W. BROWN
PHONE: (303) 870-6300

ENGINEER
LEGACY CONSULTING ENGINEERS
1453 E FREMONT CIR N
CENTENNIAL, CO 80122
CONTACT: JAMES J. MILL
PHONE: (720) 318-8862

PLANNER

HENRY DESIGN GROUP
1501 W ZEE STREET SUITE 1-C
DENVER, CO 80202
CONTACT: KAREN HENRY
PHONE: (303) 446-2368

SURVEYOR
EMK CONSULTANTS
7006 SOUTH ALTON WAY, BLDG F
CENTENNIAL, CO 80112-2019
CONTACT: STEVE HARDING
PHONE: (303) 694-1520

LANDSCAPE ARCHITECT:
HENRY DESIGN GROUP
1501 W ZEE STREET SUITE 1-C
DENVER, CO 80202
CONTACT: KAREN HENRY
PHONE: (303) 446-2368



Legacy
Consulting
Engineers

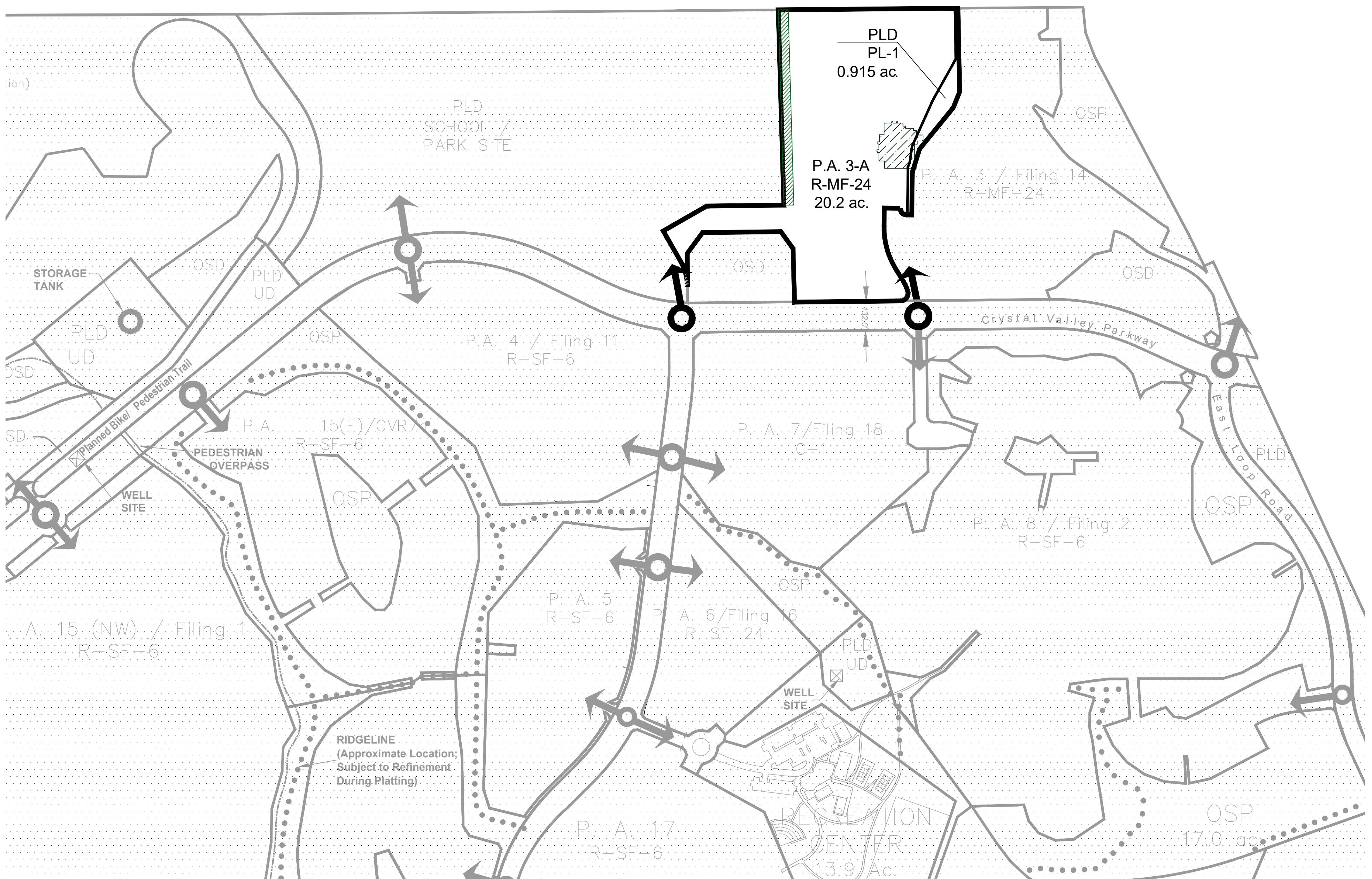
Crystal Valley Ranch
Planned Development, Amendment No. 7
Town Project No. PDP 25-2007

PD Plan and Zoning Regulations

CRYSTAL VALLEY RANCH

Planned Development, Amendment No. 7

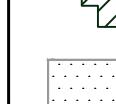
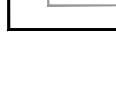
A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 8 SOUTH RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

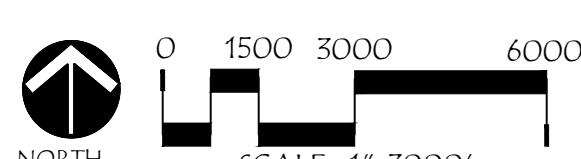


Crystal Valley Ranch (CVR) Zoning Comparison and Site Utilization Table						
Zoning	CVR PD and Zoning 2001	CVR PD Amd. 3 2007	CVR PD Amd. 4 2012	CVR PD Amd. 5 2018	CVR PD Amd. 6 2018	CVR PD Amd. 7 2025 (Proposed)
Residential Use Classifications						
R-SF-6	781.1 ac. / 2,150	881 ac. / 2,564		845.6 ac / 2,564		
R-TH-12	74 ac. / 592		20.3 ac. / 158			
R-MF-24	45.8 ac. / 733	86.6 ac. / 753	86.6 ac. / 701*	93.3 ac.** / 701		
Total Units	3,475			3,423		
Gross Density						
R-SF-6	1.0 to 6.0 Dwelling Units per Acre					
R-TH-12	6.0 to 12.0 Dwelling Units per Acre					
R-MF-24	12.0 to 24.0 Dwelling Units per Acre					
Site Utilization (Commercial and ROW excluded)						
Total PD Acreage	1,456 ac.		1,499 ac.***			
Public Land (PLD)	131 ac.		128.6 ac.			
Public Open Space	106 ac.		206 ac.****			
Private Open Space	202 ac.	152 ac.****	108 ac.****			

*Planning Area 4 was reduced by 52 units.
**Commercial acreage was decreased by 6.7 acres.
***Planning Areas 3 and 3-A, plus a portion of PLD were annexed and zoned under CVR PD Amendment 3.
****Planned golf course and club were removed from the development plan.
***** The CVR Butte (former clubhouse area) was rezoned from private open space to public open space.

LEGEND SYMBOLS:

-  Access Points
Allows for Potential Entry Monumentation(s) on all corners of Intersection. (Subject to Modification during Platting)
-  Potential Connections Between Planning Areas
-  Planned Bike / Pedestrian Trail - Primary
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CRYSTAL VALLEY RANCH



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CRYSTAL VALLEY RANCH
Planned Development, Amendment No. 7
Town Project No. PDP 25-0007

PD Plan and Zoning Regulations

CRYSTAL VALLEY RANCH

Planned Development, Amendment No. 7

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 8 SOUTH RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

PD ZONING REGULATIONS

SECTION 1 | PURPOSE

THE PURPOSE OF THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT, AMENDMENT NO. 7 AND ZONING REGULATIONS CONTAINED HEREIN IS TO ESTABLISH USES AND STANDARDS FOR DEVELOPMENT AND IMPROVEMENT OF THE PROPERTY.

SECTION 2 | GENERAL PROVISIONS

1. ADOPTION
THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN (PDP) AND ZONING REGULATIONS, AMENDMENT NO. 7 HAVE BEEN ADOPTED BY THE TOWN COUNCIL BY ORDINANCE NO. ON THE 20TH DAY OF JANUARY, 2026, AND HAVE BEEN INCORPORATED HEREIN; PURSUANT TO SECTION 17.32 OF TITLE 17 OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE, AFTER APPROPRIATE PUBLIC NOTICE AND HEARINGS.

2. APPLICABILITY
THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS, AMENDMENT NO. 7, SHALL RUN WITH THE LAND AND BIND OWNERS OF RECORD AND SUCCESSORS IN INTEREST TO THE PROPERTY.

3. MAXIMUM LEVEL OF DEVELOPMENT
THE TOTAL NUMBER OF DWELLING UNITS WITHIN THE ESTABLISHED PLANNING AREAS ARE THE MAXIMUM ALLOWED FOR PLANNING AND DEVELOPMENT. THE ACTUAL NUMBER OF DWELLING UNITS WILL BE DETERMINED WITH THE APPROVAL OF THE SITE DEVELOPMENT PLAN.

4. RELATIONSHIP TO THE TOWN OF CASTLE ROCK REGULATIONS

THE PROVISIONS OF THESE PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THE CRYSTAL VALLEY RANCH PD, AMENDMENT NO. 7, PROVIDED HIGHER THAN THESE PROVISIONS OF THE PD DO NOT ADVERSELY AFFECT A PARTICULAR SUBJECT, THE RELEVANT PROVISIONS OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE CODE, AS AMENDED, SHALL BE APPLICABLE. THE TOWN CODE AND REGULATIONS SHALL GOVERN AND CONTROL OVER ANY CONFLICTING PROVISIONS IN THE PD ZONING REGULATIONS.

5. RELATIONSHIP TO PREVIOUS PLANNED DEVELOPMENT PLANS AND ZONING REGULATIONS
THIS PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS SUPERSEDES ANY OTHER PREVIOUSLY ADOPTED REGULATIONS FOR THE PROPERTY IDENTIFIED BY THE LEGAL DESCRIPTION HEREIN.

6. DEVELOPMENT AGREEMENT

UPDATE DEVELOPMENT AGREEMENT TEXT WITH: IN ADDITION TO THESE REGULATIONS, CERTAIN PROVISIONS OF THIS PD AGREEMENT, AS ADOPTED BY THE CRYSTAL VALLEY RANCH PD, SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND THE PD PROPERTY OWNERS ADOPTED BY THE TOWN OF CASTLE ROCK ON THE 21ST DAY OF FEBRUARY, 2012, AND RECORDED UNDER RECEPTION NO. 2012013166 ON THE 24TH DAY OF FEBRUARY, 2012. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THESE PD ZONING REGULATIONS AND THE DEVELOPMENT AGREEMENT, THE DEVELOPMENT AGREEMENT SHALL CONTROL.

SECTION 3 | DEFINITIONS

1. APARTMENT UNITS
DWELLING UNITS WHICH ARE NOT INDIVIDUALLY OWNED BUT RENTED OR LEASED TO THE OCCUPANTS THEREOF.

2. ATTACHED DWELLING UNITS
DWELLING UNITS WHICH ARE PHYSICALLY CONNECTED TO OTHER DWELLING UNITS. AS USED HEREIN, THE TERM ATTACHED DWELLING UNITS SHALL INCLUDE, BUT NOT BE LIMITED TO, APARTMENTS, CONDOMINIUMS, AND TOWNHOMES.

3. BUILDING GROUND COVERAGE
THAT PORTION OF THE GROUND COVERED BY STRUCTURES HAVING A FLOOR, WALLS AND FULLY ENCLOSED ROOF. BUILDING GROUND COVERAGE SHALL NOT INCLUDE UNENCLOSED PATIOS, DECKS, OR PATIO DECKS, TENNIS COURTS, SWIMMING POOLS, SURFACE/UNDERGROUND/PARTIALLY UNDERGROUND PARKING AREAS (PROVIDED SUCH PARTIALLY UNDERGROUND PARKING AREAS SHALL NOT PROTRUDE MORE THAN SIX (6) FEET ABOVE THE AVERAGE SURROUND GRADE), ROADWAYS, BIKE PATHS, OR PEDESTRIAN WAYS OR SUCH OTHER USES NOT MEETING THE DEFINITION ABOVE.

4. BUILDING SETBACK
THE HORIZONTAL DISTANCE BETWEEN A PLATTED LOT LINE AND A BUILDING OR STRUCTURE. THIS DISTANCE DOES NOT INCLUDE THE PROJECTIONS OF EAVES, OVERHANGS, FIREPLACES, PATIOS, DECKS, FIRE ESCAPES, MECHANICAL UNITS, OR SIMILAR ARCHITECTURAL APPURTENANCES, EXCEPT THAT NO SUCH PROJECTION SHALL EXTEND BEYOND ANY LOT LINE OF THE LOT ON WHICH THEY ARE LOCATED. IN INSTANCES WHERE BUFFER AREAS ARE PROVIDED, THE WIDTH OR DEPTH OF ANY SUCH BUFFER AREA MAY BE SUBTRACTED FROM THE REQUIRED SETBACK TO EITHER REDUCE OR ELIMINATE SUCH SETBACK.

5. BUILDING HEIGHT
THE VERTICAL DISTANCE FROM THE AVERAGE FINISHED GRADE (NOT INCLUDING BERMING OR GRADING FOR THE PURPOSE OF PERMITTING A HIGHER BUILDING) SURROUNDING THE STRUCTURE TO THE UPPERMOST POINT OF THE ROOF STRUCTURE. CHIMNEYS, VENTILATORS, ELEVATOR HOUSINGS, SKYLIGHTS, SOLAR COLLECTORS, AIR CONDITIONING AND HEATING UNITS, ANTENNAS AND NECESSARY MECHANICAL APPURTENANCES USUALLY CONSTRUCTED ABOVE THE ROOF LEVEL ARE NOT TO BE CONSIDERED IN DETERMINING BUILDING HEIGHT.

6. COMMUNITY RECREATIONAL FACILITIES
INDOOR OR OUTDOOR STRUCTURES OR AREAS FOR COMMUNITY RECREATION TO INCLUDE, BUT NOT LIMITED TO SWIMMING POOLS, TENNIS COURTS, FACILITIES FOR OTHER INDOR OR OUTDOOR RECREATIONAL ACTIVITIES TOGETHER WITH INCIDENTAL RESTAURANTS, LOUNGES, SHOPS AND PERSONAL SERVICE ESTABLISHMENTS.

7. CONDOMINIUM UNITS
DWELLING UNITS IN WHICH INDIVIDUAL OWNERSHIP IS LIMITED TO FINITE SPACE (AIR SPACE) WITHIN A STRUCTURE. CONDOMINIUM UNIT OWNERS WILL NOT INDIVIDUALLY OWN LAND BEHIND SUCH UNITS. ALL COMMON ELEMENTS OF FACILITIES, INCLUDING THE LAND, ARE OWNED IN UNDIVIDED INTEREST, IN COMMON, BY ALL INDIVIDUAL UNIT OWNERS.

8. DETACHED DWELLING UNITS
DWELLING UNITS THAT ARE NOT PHYSICALLY CONNECTED TO OTHER DWELLING UNITS. AS USED HEREIN, THE TERM DETACHED DWELLING UNIT SHALL INCLUDE, BUT NOT BE LIMITED TO, SINGLE FAMILY UNITS AND PATIO HOMES.

9. DEVELOPER, CVR PA3A LLC, OR ITS SUCCESSORS OR ASSIGNS AS DEVELOPER.

10. MOTHER-IN-LAW OR NANNY UNIT
A DWELLING UNIT ASSOCIATED WITH THE MAIN DWELLING UNIT THAT IS INTEGRATED IN THE OVERALL DESIGN OF THE MAIN STRUCTURE BUT MAY HAVE A SEPARATE ENTRY AND KITCHEN FACILITY. THE UNIT MUST BE ATTACHED TO THE MAIN HOME OR THE DETACHED GARAGE, EXCEPT FOR THOSE UNITS THAT ARE IN THE FIRST TIER OF LOTS CLOSE TO THE RIDGELINE, WHERE THE UNIT MUST BE WITHIN THE MAIN STRUCTURE OR THE ATTACHED GARAGE. SEPARATE ADDRESSING OF UTILITY TAPS IS NOT PERMITTED. ONE ADDITIONAL PARKING SPACE SHALL BE PROVIDED ON THE LOT FOR THE NANNY UNIT. THE DESIGN OF THE STRUCTURE SHALL ACCOMMODATE A FIRE WALL BETWEEN THE MAIN HOME AND NANNY UNIT, IF A SEPARATE ENTRY IS PROPOSED.

11. OFF-STREET PARKING
PARKING LOCATED IN AREAS OTHER THAN ON PUBLIC STREETS, OR PRIVATE STREETS THAT ARE UTILIZED BY MORE THAN ONE DWELLING UNIT. SUCH OFF-STREET PARKING MAY BE EITHER ENCLOSED OR UNENCLOSED.

12. OPEN SPACE, PRIVATE
SPACE SUITABLE FOR LANDSCAPING, PASSIVE AND/OR ACTIVE RECREATION, GOLF COURSES, GARDENS, VIEW PROTECTIONS AND ENHANCEMENT, AND/OR OTHER APPROPRIATE SIMILAR USES, THAT ARE TO REMAIN IN PRIVATE OWNERSHIP.

13. PATIO HOME UNITS
SINGLE FAMILY UNITS CLUSTERED IN CLOSE PROXIMITY TO EACH OTHER THAT MAY OR MAY NOT HAVE ZERO LOT LINE SETBACKS. COMMON UNDIVIDED OWNERSHIP OF ELEMENTS OR FACILITIES THAT ARE LOCATED IN AREAS OTHER THAN THE LOTS SURROUNDING SUCH UNITS IS PERMITTED.

14. SINGLE FAMILY UNITS
DWELLING UNITS NOT SHARING COMMON WALLS. SINGLE FAMILY UNIT OWNERS WILL OWN THE LAND BEHIND SUCH UNITS AND ON THE LOT THAT THE UNIT IS CONSTRUCTED ON. COMMON UNDIVIDED OWNERSHIP OF ELEMENTS OR FACILITIES LOCATED IN AREAS OTHER THAN THE LOTS SURROUNDING SUCH UNITS IS PERMITTED.

15. TEMPORARY SALES OFFICE, MODEL UNITS AND CONSTRUCTION TRAILERS
TEMPORARY SALES OFFICES AND CONSTRUCTION TRAILERS MAY BE MANUFACTURED OR PORTABLE STRUCTURES PLACED ON A DEVELOPMENT SITE FOR THE DURATION OF THE CONSTRUCTION OR SALES PERIOD OF THE PROJECT. THE TEMPORARY UNIT WILL BE REMOVED FROM THE SITE AFTER CONSTRUCTION AND SALES ARE COMPLETE. MODEL UNITS ARE PERMANENT HOUSING UNITS USED FOR PRODUCT DISPLAY DURING THE SALES AND CONSTRUCTION PERIODS AND ARE ULTIMATELY FOR-SALE UNITS.

16. TOWNHOME UNITS
DWELLING UNITS THAT SHARE COMMON VERTICAL WALLS OR ABUTTING WALLS. TOWNHOME UNIT OWNERS WILL OWN THE LAND BEHIND SUCH UNITS AND MAY OWN THE LAND SURROUNDING SUCH UNITS. COMMON, UNDIVIDED OWNERSHIP OF CERTAIN COMMON ELEMENTS AND FACILITIES IS PERMITTED.

SECTION 4 | CONTROL PROVISIONS

1. PLANNING AREA BOUNDARIES
THERE SHALL BE LIMITED FLEXIBILITY IN DETERMINING THE EXACT LOCATION OF PLANNING AREA BOUNDARIES AS DEPICTED ON THE PLANNED DEVELOPMENT PLAN DUE TO THE SCALE OF THE DRAWINGS AND THE DIAGRAMMATIC DEPICTIONS. HOWEVER, A FIFTEEN PERCENT (15%) CHANGE OR ADJUSTMENT TO THE PLANNING AREA BOUNDARIES, AS QUANTIFIED BY ACREAGE, MAY BE MADE WITH THE SITE DEVELOPMENT PLAN AND PLAT.

2. ROAD ALIGNMENTS

THE PD PLAN DEPICTS GENERAL LOCATIONS OF ROADWAYS. FINAL ROADWAY ALIGNMENTS ARE SUBJECT TO DETAILED ENGINEERING DESIGN AND WILL BE DETERMINED AT THE TIME OF THE SITE DEVELOPMENT PLAN AND PLAT.

SECTION 5 | OVERALL PROJECT STANDARDS

THE STANDARD ZONING REQUIREMENTS OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE, INCLUDING OFF-STREET PARKING, LANDSCAPING, SITE DEVELOPMENT, ACCESSORY AND TEMPORARY USES, AND USE BY SPECIAL REVIEW AND VARIANCE PROCESSES SHALL APPLY TO THIS PD, EXCEPT AS MODIFIED BY THE FOLLOWING.

1. PARKING

OFF-STREET PARKING IS REQUIRED FOR ALL LAND USES, EXCEPT AS SPECIFIED HEREIN. THE NUMBER AND SIZE OF ALL REQUIRED PARKING SPACES ARE TO BE IN CONFORMANCE WITH THE APPLICABLE CHAPTERS OF TOWN OF CASTLE ROCK MUNICIPAL CODE ESTABLISHED AT THE TIME OF THE SITE DEVELOPMENT PLAN APPROVAL.

2. BUILDING ENVELOPES

THE FOLLOWING STANDARDS APPLY TO ANY PLANNING AREA PLATTED AT A GROSS DENSITY THAT IS LOWER THAN TWO DWELLING UNITS PER ACRE (DU/AC).

a. DEVELOPMENT ON LOTS WITHIN THE AREAS DESIGNATED ABOVE SHALL BE RESTRICTED TO THE CONFINES OF A DESCRIBED BUILDING ENVELOPE OR CENTROID. BUILDING ENVELOPES SHALL BE DESCRIBED TO THE SIZE AND DIMENSIONS TO BE ESTABLISHED WITH SITE DEVELOPMENT PLAN.

b. BUILDING ENVELOPES OR CENTROIDS FOR SINGLE FAMILY DETACHED RESIDENCES, INCLUDE PATIO AND CLUSTER HOMES, SHALL INCLUDE ALL CLEARING, GRADING, CONSTRUCTION, INTRODUCED IRRIGATED LANDSCAPING AND IMPERVIOUS SURFACES, WITH THE EXCEPTION OF DRIVEWAYS OF INGRESS/EGRESS AND UTILITY CONNECTIONS.

3. STREET STANDARDS

IN CERTAIN PLANNING AREAS, STREET GRADES MAY EXCEED THE TOWNS MAXIMUM ALLOWABLE GRADES. THE DEVELOPER IS REQUIRED TO SUBMIT A TECHNICAL CRITERIA VARIANCE REQUEST TO THE TOWN TO EXCEED THE MAXIMUM ALLOWABLE GRADES.

4. LIGHTING

THE LIGHTING RESTRICTIONS IMPOSED BY THE SKYLINE/RIDGELINE PROTECTION ORDINANCE SHALL APPLY TO ALL AREAS REGULATED BY SECTION 17.58 OF THE MUNICIPAL CODE AND TO ANY PLANNING AREA PLATTED AT A DENSITY LOWER THAN TWO DWELLING UNITS PER ACRE.

5. TEMPORARY USES

CONSTRUCTION OFFICES AND MATERIAL STORAGE SHALL BE PERMITTED IN ALL AREAS DURING AND FOR A PERIOD OF THIRTY (30) DAYS AFTER CESSION OF CONSTRUCTION IN THOSE AREAS BEING SERVED BY SUCH OFFICE OR STORAGE AREA.

6. ADDITIONAL DESIGN STANDARDS

ADDITIONAL STANDARDS REGULATING MATERIALS, COLORS AND ARCHITECTURAL CONTROL COVENANTS WILL BE INCLUDED WITH THE SITE DEVELOPMENT PLAN.

7. FENCING

a. LOTS ADJACENT TO OPEN SPACE, PUBLIC OR PRIVATE, ARE REQUIRED TO BE LOW FENCE LOTS, WITH PERIMETER FENCES LIMITED TO A MAXIMUM HEIGHT OF FOUR (4) FEET AND A MINIMUM LEVEL OF TRANSPARENCY SUCH AS SPLIT RAIL OR OPEN RAIL.

b. IN PLANNING AREAS PLATTED AT A DENSITY LOWER THAN TWO DWELLING UNITS PER ACRE, PRIVATE FENCES ARE TO IMPOSE NO MORE THAN A MEDIUM PATIOS OR AREAS OF IMPROVED LAWNS. PRIVATE FENCES MAY NOT EXTEND BEYOND THE BUILDING ENVELOPES OR CENTROIDS.

c. ADDITIONAL FENCING GUIDELINES AND STANDARDS MAY BE PROVIDED IN FUTURE CODES, COVENANTS, CONTRACTS AND/OR EASEMENTS.

8. BUFFER AREAS

NON-RESIDENTIAL USE AREAS WITH THE CRYSTAL VALLEY PLANNED DEVELOPMENT (PD), AS AMENDED, THAT ABUT RESIDENTIAL USES OUTSIDE OF THE PD, MAY ESTABLISH A TWENTY-FIVE (25) PRIVATE OPEN SPACE EASEMENT. SUCH OPEN SPACE EASEMENT MUST BE KEPT FREE OF BUILDINGS OR STRUCTURES AND MUST BE LANDSCAPED, SCREENED OR PROTECTED BY NATURAL FEATURES, SO AS TO DEVERSE EFFECT ON THE ABUTTING AREAS IS MINIMIZED.

9. LANDSCAPING

LANDSCAPE DESIGN REGULATIONS MAY BE PROVIDED IN FUTURE CODES, COVENANTS, CONTRACTS AND/OR EASEMENTS THAT WILL REQUIRE EFFICIENT WATER DEMAND LANDSCAPE. ABSENT SUCH DESIGN REGULATIONS THE TOWN OF CASTLE ROCK LANDSCAPE AND IRRIGATIONS DESIGN CRITERIA SHALL APPLY.

10. ACCESSORY STRUCTURES

ACCESSORY STRUCTURES ARE PERMITTED, SUBJECT TO THE PLANNING AREA DEVELOPMENT REGULATIONS CONTAINED HEREIN.

11. COMPLIANCE WITH SKYLINE/RIDGELINE PROTECTION REGULATIONS

ALL AREAS WITHIN THE CRYSTAL VALLEY PD, AMENDMENT NO. 7 IDENTIFIED WITHIN THE SKYLINE/RIDGELINE PROTECTION AREAS AS SHOWN ON THE SKYLINE/RIDGELINE MAP SHALL COMPLY WITH THE REGULATIONS ESTABLISHED IN THE MUNICIPAL CODE CHAPTER 17.48, AS AMENDED.

SECTION 6 | RESIDENTIAL PLANNING AREA R-SF-6

1. PERMITTED USES

a. ATTACHED OR DETACHED DWELLING UNITS, GARAGES, ACCESSORY STRUCTURES

b. INDOOR OR OUTDOOR COMMUNITY RECREATIONAL FACILITIES

c. HOME OCCUPATIONS

d. MOTHER-IN-LAW OR NANNY UNITS

e. PARKS, PLAYGROUNDS AND PICNIC AREAS

f. PUBLIC SCHOOLS

g. PUBLIC SCHOOLS

h. SWIMMING POOLS AND SPAS

i. PRIVATE TENNIS

j. SMALL IN-HOME DAY CARE, SUBJECT TO THE LICENSING REQUIREMENTS OF THE STATE OF COLORADO

2. USES BY SPECIAL REVIEW

a. RELIGIOUS FACILITIES

b. PRIVATE SCHOOLS

c. LARGE DAY CARE FACILITIES

d. EQUESTRIAN TRAILS

3. ACCESSORY USES

a. SATELLITE DISH (18" OR SMALLER)

b. TRAILS; PEDESTRIAN AND BICYCLE

c. KEEPING OF PETS

d. STORAGE SHED, 120 SQUARE FEET MAXIMUM AND SUBJECT TO ARCHITECTURAL AND MAINTENANCE CONTROLS AND COVENANTS

4. DEVELOPMENT STANDARDS

a. MAXIMUM DENSITY OF SIX (6) DWELLING UNITS PER ACRE WITHIN EACH PLANNING AREA

b. MAXIMUM BUILDING HEIGHT - 35 FEET

c. SETBACKS - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN

d. MINIMUM LOT AREA - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN

SECTION 7 | RESIDENTIAL PLANNING AREA R-TH-12

1. PERMITTED USES

a. ANY USE PERMITTED IN THE R-SF-6 PLANNING AREA

b. MULTIFAMILY DWELLING UNITS TO INCLUDE, BUT NOT LIMITED TO, APARTMENTS, CONDOMINIUMS, PATIO HOMES AND TOWNHOMES

2. USES BY SPECIAL REVIEW

a. ANY USE PERMITTED BY SPECIAL REVIEW IN R-SF-6

b. BED AND BREAKFAST INN

3. ACCESSORY USES

a. SATELLITE DISH (18" OR SMALLER)

b. TRAILS; PEDESTRIAN AND BICYCLE

c. KEEPING OF PETS

d. STORAGE



Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 10. **File #:** RES 2026-003

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
BrieAnna Grandy, Senior Planner, Development Services

Resolution Finding that the Petition for Annexation Submitted by the Diocese of Colorado Springs is in Substantial Compliance with Article II, Section 30(1)(B) of the Colorado Constitution and Section 31-12-107(1), C.R.S.; and Setting a Date, Time and Place for the Hearing Prescribed Under Section 31-12-108, C.R.S. to Determine if the Subject Property is Eligible for Annexation Under Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S. (St. Francis of Assisi Catholic Church Annexation)

Executive Summary

The purpose and intent of this staff report is to demonstrate to Town Council that the St. Francis of Assisi Annexation Petition is in Substantial Compliance with the State requirements under the Municipal Annexation Act of 1965 (Act), and to set the date for the Eligibility hearing as Tuesday February 17, 2026 (Attachment B).

Budget Impact

The process of determining Substantial Compliance has no impact to the Town budget.

Staff Recommendation

The St. Francis of Assisi Annexation Petition substantially complies with the State requirements and staff recommends setting an Eligibility Hearing date of Tuesday February 17, 2026.

Proposed Motion

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

Attachments

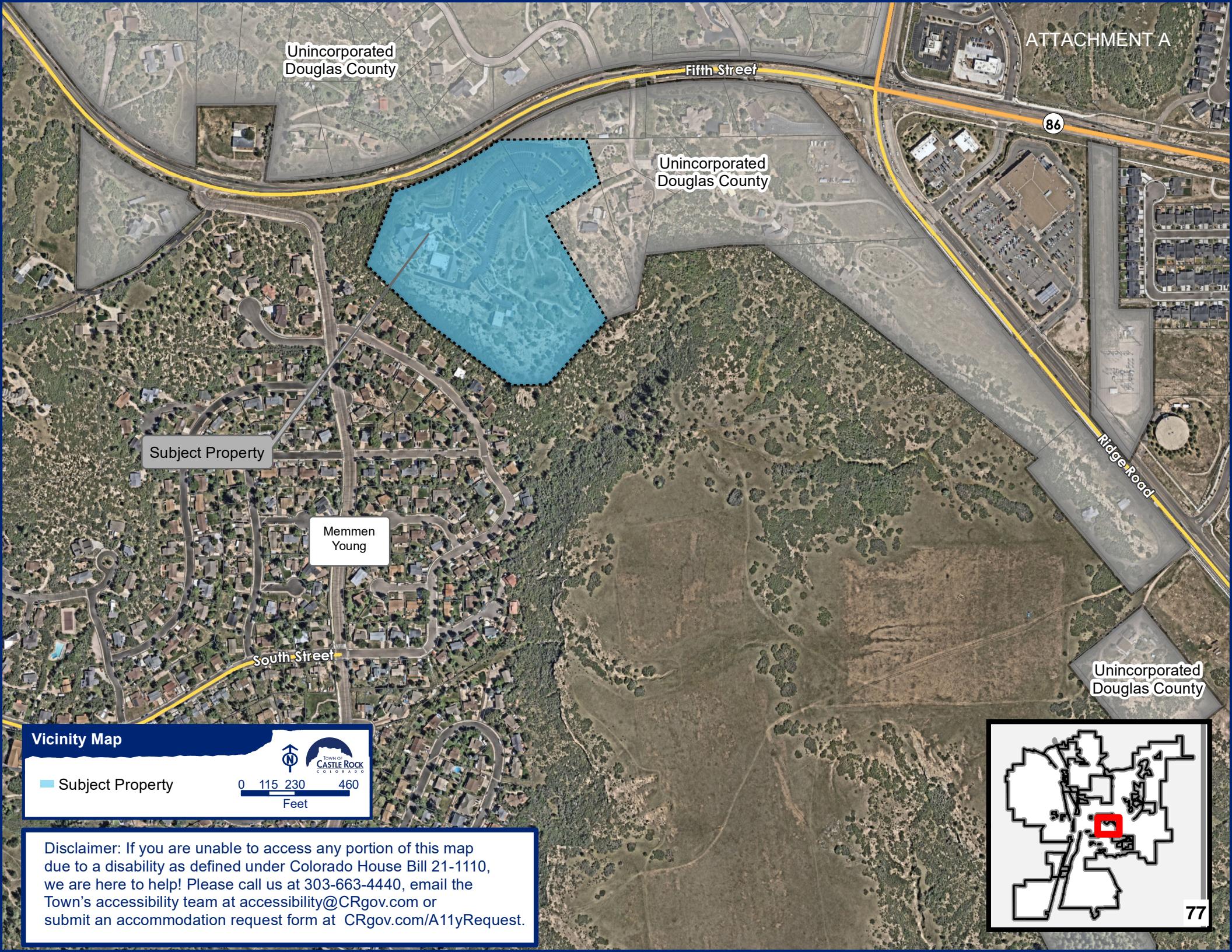
Attachment A: Vicinity Map

Item #: 10. File #: RES 2026-003

Attachment B: Resolution (contains Legal Description)

Attachment C: Annexation Petition

Attachment D: Annexation Map



RESOLUTION NO. 2026 –

**A RESOLUTION FINDING THAT THE PETITION FOR ANNEXATION
SUBMITTED BY THE DIOCESE OF COLORADO SPRINGS IS IN
SUBSTANTIAL COMPLIANCE WITH ARTICLE II, SECTION 30(1)(B)
OF THE COLORADO CONSTITUTION AND SECTION 31-12-107(1),
C.R.S.; AND SETTING A DATE, TIME AND PLACE FOR THE
HEARING PRESCRIBED UNDER SECTION 31-12-108, C.R.S. TO
DETERMINE IF THE SUBJECT PROPERTY IS ELIGIBLE FOR
ANNEXATION UNDER ARTICLE II, SECTION 30 OF THE COLORADO
CONSTITUTION AND SECTIONS 31-12-104 AND 31-12-105, C.R.S.**

(St. Francis of Assisi Catholic Church Annexation)

WHEREAS, the Diocese of Colorado Springs (the “Petitioner”) has filed a petition (the “Petition”) with the Town of Castle Rock (the “Town”) to annex four parcels of land located at 2746 Fifth Street and totaling 16.593 acres in size (the “Property”), all as more particularly described in the Petition and Annexation Map attached as *Exhibit I*; and

WHEREAS, the Petition: (i) formally requests that the Property be annexed to the Town; (ii) states that it is signed by the Petitioner as the sole owner of the Property, and (iii) is, in fact, signed by the Petitioner, all as required by Article II, Section 30(1)(b) of the Colorado Constitution; and

WHEREAS, pursuant to Section 31-12-107(1)(f), C.R.S., the Town Council, without undue delay, is required to determine if the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and Section 31-12-107(1), C.R.S.; and

WHEREAS, upon such determination, the Town Council is required to set a date, time, and place for a hearing to determine whether the Property is eligible for annexation to the Town in accordance with the requirements of Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S.

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

Section 1. Findings. The Town Council finds and determines that:

- A. The Petition requests that the Town annex the Property;
- B. The Petition is signed by persons: (i) comprising more than fifty percent (50%) of the landowners of the Property and (ii) owning more than fifty percent (50%) of the Property;
- C. The Petition substantially complies with the requirements of Section 30(1)(b) of Article II of the Colorado Constitution and Section 31-12-107(1), C.R.S;

- D. The Petition is accompanied by a map containing the information required by Section 31-12-107(1)(d), C.R.S.; and
- E. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition with the Town Clerk.

Section 2 Public Hearing. Pursuant to Section 31-12-108, C.R.S., a public hearing is scheduled before the Town Council on February 17, 2026, at 6:00 P.M., at the Castle Rock Town Hall, 100 N. Wilcox Street, Castle Rock, Colorado, for the purpose of enabling the Town Council to determine whether:

- A. The Property is eligible for annexation to the Town in accordance with the requirements of Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S.;
- B. Whether an election of the landowners and registered electors in the area to be annexed is required under Article II, Section 30(1)(a) of the Colorado Constitution and Section 31-12-107(2), C.R.S.; and
- C. Whether additional terms and conditions are to be imposed upon the proposed annexation.

Section 3. Notice of Hearing. The Town Clerk shall give notice of said hearing in the manner prescribed by Section 31-12-108(2), C.R.S.

Section 4. Effective Date. This Resolution shall become effective on the date and at the time of its adoption.

PASSED, APPROVED AND ADOPTED this 6th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado on first and final reading by a vote of ____ for and ____ against.

ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

Michael J. Hyman, Town Attorney

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to Content:

Tara Vargish, Director of Development Services

EXHIBIT 1
PETITION AND ANNEXATION MAP

PETITION FOR ANNEXATION TO THE TOWN OF CASTLE ROCK, COLORADO

The undersigned Petitioner, being a "landowner" as defined in Section 31-12-103(6), C.R.S., hereby petitions the Town of Castle Rock, Colorado (the "Town"), for annexation of the following described property located in the County of Douglas, State of Colorado, and further states:

1. The legal description of the land which Petitioner requests to be annexed to the municipality is attached hereto as *Exhibit A* (the "Property")
2. It is desirable and necessary that the Property be annexed to the Town, for the following reasons:
 - a. Provide urbanizing area with social support, fellowship, sense of community and religious service to the Town.
 - b. Connect to the Town's municipal sewer system.
 - c. Removal of the onsite septic tank and leach field system as it is better for the environment and surrounding areas.
3. The requirements of Article II, Section 30 of the Colorado Constitution have been met.
4. The following requirements of Section 31-12-104, C.R.S., exist or have been met:
 - a. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the Town.
 - b. A community of interest exists between the Property and the Town.
 - c. The Property is currently urban.
 - d. The Property is integrated with or is capable of being integrated with the Town.
5. None of the limitations provided in Section 31-12-105, C.R.S., are applicable and the requirements of that statute have been met because of the following:
 - a. In establishing the boundaries of the Property, no land which is held in identical ownership, whether consisting of a single tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. is being divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has valuation for assessment

in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, is included within the Property proposed to be annexed without the written consent of the landowner or landowners thereof.

- b. The Property is not presently a part of any incorporated city, city and county or town, nor have any proceedings been commenced for annexation of all or any part of the Property by any other municipality.
- c. No election has been held within the last 12 months for annexation of the Property to the Town.
- d. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
- e. The annexation of the Property will not result in the detachment of any area from any school district or the attachment of same to another school district.
- f. Reasonable access will not be denied to landowners, owners of easements, or the owners of franchises, adjoining any platted street or alley to be annexed that will not be bounded on both sides by the Town.
- g. The annexation of the Property will not have the effect of extending the boundary of the Town more than three miles in any direction from any point of the Town boundary in any one year.

6. The Petitioner comprises more than fifty percent (50%) of the landowners in the area of the Property, and owns fifty percent (50%) of the Property, excluding public streets and alleys and any land owned by the Town.
7. The Petitioner signed this Petition no more than one hundred eighty (180) days prior to the date of filing.
8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by Section 31-12-101(1)(d), C.R.S., which map is attached as *Exhibit B*.
9. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

NOW, THEREFORE, the Petitioner requests that the Town Council of the Town of Castle Rock, Colorado, approve the annexation of the Property subject to the provisions of the Municipal Annexation Act of 1965, as amended, and in accordance with the terms and conditions of this Petition.

Respectfully submitted this 19 day of November, 2025.

(Signature page to follow)

DIOCESE OF COLORADO SPRINGS, A COLORADO CORPORATION SOLE
a cooperative association of the State of Colorado

By: F. Zocker
Title: Pastor

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

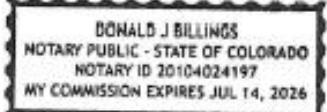
The foregoing instrument was subscribed and sworn before me this 18th day of
November, 2025, by Fr Mark Zocker as Pastor, for
DIOCESE OF COLORADO SPRINGS, A COLORADO CORPORATION SOLE.

Witness my official hand and seal.

My commission expires: 7/14/2026

(S E A L)


Notary Public



AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

Fr Mark Zwick, being first duly sworn, states as follows:

1. I have circulated the Petition for Annexation to the Town of Castle Rock, Colorado, as set forth herein.
2. I know the person whose name is subscribed to the foregoing petition on behalf of the Petitioner.
3. The signature on the foregoing Petition was affixed in my presence is a true, genuine, and correct signature of the person it purports to be.
4. To the best of my knowledge and belief, the person whose name is affixed to the foregoing Petition is authorized to sign such document on behalf of the Petitioner.

CIRCULATOR

By: Fr Mark Zwick
Title: Pastor

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

November, 2025, by Fr Mark Zwick as Pastor and
Petition Circulator.

Witness my official hand and seal.

My commission expires: 7/14/2026

(S E A L)


Notary Public

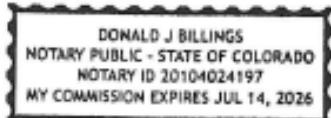


EXHIBIT "A"

LANDS TO BE ANNEXED

PARCEL 1:

A PORTION OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPION No. 2004120181, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B, AND BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING THREE (3) COURSES:

1. SOUTH 17°27'00" EAST, 198.21 FEET TO A POINT;
2. SOUTH 58°00'00" WEST, 275.86 FEET TO THE SOUTHERNMOST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL A AS DESCRIBED AND CONVEYED IN THAT CERTAIN QUIT CLAIM DEED RECORDED FEBRUARY 26, 2002 AT RECEPION No. 0219567;
3. NORTH 31°00'23" WEST, 372.61 FEET TO THE SOUTHERLYMOST CORNER OF PARCEL "RW-59" AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPION No. 2025008210;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-59", NORTH 59°24'14" EAST, 18.31 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59", SAID POINT ALSO BEING ON THE BOUNDARY OF THE AFOREMENTIONED PARCEL B;
THENCE ALONG SAID BOUNDARY OF SAID PARCEL B, NORTH 88°55'25" EAST, 350.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 88,086 SQUARE FEET OR 2.022 ACRES OF LAND, MORE OR LESS.

PARCEL 2:

A PORTION OF THAT REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPION No. 110577, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS

HEREIN RELATED THERETO;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION No. 2004120181;

THENCE LEAVING SAID NORTH LINE, ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°27'00" EAST, 198.21 FEET TO A POINT;
2. SOUTH 58°00'00" WEST, 275.86 FEET TO THE SOUTHERNMOST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL A AS DESCRIBED AND CONVEYED IN THAT CERTAIN QUIT CLAIM DEED RECORDED FEBRUARY 26, 2002 AT RECEPTION No. 0219567, AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL A, SOUTH 31°00'23" EAST, 518.76 FEET TO THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AND CONVEYED IN THAT CERTAIN BARGAIN AND SALE DEED RECORDED FEBRUARY 20, 2019 AT RECEPTION No. 2019008528;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 42°34'38" WEST, 377.00 FEET TO A POINT;
2. NORTH 87°56'51" WEST, 165.80 FEET TO A POINT ON THE BOUNDARY OF BLOCK 4 OF MEMMEN'S 3RD ADDITION TO CASTLE ROCK;

THENCE ALONG SAID BOUNDARY OF SAID BLOCK 4 THE FOLLOWING TWO (2) COURSES:

1. NORTH 53°21'53" WEST, 452.19 FEET TO A POINT;
2. NORTH 46°21'53" WEST, 364.61 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AND CONVEYED IN THAT CERTAIN PERSONAL REPRESENTATIVE'S DEED RECORDED FEBRUARY 7, 1996 AT RECEPTION No. 9606393;

THENCE ALONG SAID BOUNDARY, NORTH 20°34'28" EAST, 335.77 FEET TO A POINT ON THE BOUNDARY OF A PARCEL DESCRIBED AS RW-58 IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION No. 2025008210;

THENCE ALONG THE BOUNDARY OF SAID PARCEL RW-58 THE FOLLOWING FIVE (5) COURSES:

1. NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 68°39'29" EAST AND HAS A CHORD LENGTH OF 360.65 FEET, THROUGH A CENTRAL ANGLE OF 13°55'33", FOR AN ARC LENGTH OF 361.54 FEET TO A POINT OF NON-TANGENCY;
2. SOUTH 30°35'46" EAST, 17.08 FEET TO A POINT;
3. NORTH 59°24'14" EAST, 21.42 FEET TO A POINT;
4. NORTH 30°35'46" WEST, 7.74 FEET TO A POINT;
5. NORTH 59°24'14" EAST, 129.22 FEET TO A POINT ON THE BOUNDARY OF THE AFORMENTIONED PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION No. 2004120181;

THENCE ALONG SAID BOUNDARY, SOUTH 31°00'23" EAST, 372.61 FEET TO THE POINT

OF BEGINNING.

CONTAINING 627,355 SQUARE FEET OR 14.402 ACRES OF LAND, MORE OR LESS.

PARCEL 3:

ALL OF THAT PARCEL DESCRIBED AS "RW-59" IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION No. 2025008210, BEING A PORTION OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION No. 2004120181, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B;
THENCE ALONG THE NORTH LINE OF SAID PARCEL B, CONTINUING SOUTH 88°55'25" WEST, 350.75 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59", AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-59" THE FOLLOWING THREE (3) COURSES:

1. SOUTH 59°24'14" WEST, 18.31 FEET TO A POINT;
2. NORTH 31°00'23" WEST, 10.41 FEET TO A POINT;
3. NORTH 88°55'25" EAST, 21.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 95 SQUARE FEET OR 0.002 ACRES OF LAND, MORE OR LESS.

PARCEL 4:

ALL OF THAT PARCEL DESCRIBED AS "RW-58" IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION No. 2025008210, BEING A PORTION OF THAT REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPTION No. 110577, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION No. 2004120181;

THENCE ALONG THE NORTH LINE OF SAID PARCEL B, CONTINUING SOUTH 88°55'25"

WEST, 350.75 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59"; THENCE ALONG THE NORTH LINE OF SAID PARCEL "RW-59", CONTINUING SOUTH 88°55'25" WEST, 21.13 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL "RW-58", AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-58" THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 31°00'23" EAST, 10.41 FEET TO A POINT;
2. SOUTH 59°24'14" WEST, 129.22 FEET TO A POINT;
3. SOUTH 30°35'46" EAST, 7.74 FEET TO A POINT;
4. SOUTH 59°24'14" WEST, 21.42 FEET TO A POINT;
5. NORTH 30°35'46" WEST, 17.08 FEET TO A NON-TANGENT CURVE TO THE RIGHT CONCAVE NORTHWESTERLY;
6. SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE LONG CHORD BEARS SOUTH 68°39'29" WEST AND HAS A CHORD LENGTH OF 360.65 FEET, THROUGH A CENTRAL ANGLE OF 13°55'33", FOR AN ARC LENGTH OF 361.54 FEET TO A POINT ON THE BOUNDARY OF SAID REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPTION No. 110577;
7. ALONG SAID BOUNDARY, NORTH 20°34'28" EAST, 2.55 FEET TO A POINT;
8. NORTH 64°24'08" EAST, 26.93 FEET TO A NON-TANGENT CURVE TO THE LEFT CONCAVE NORTHWESTERLY;
9. NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1482.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 66°06'38" EAST AND HAS A CHORD LENGTH OF 368.70 FEET, THROUGH A CENTRAL ANGLE OF 14°17'12", FOR AN ARC LENGTH OF 369.66 FEET TO A POINT OF NON-TANGENCY;
10. NORTH 58°58'08" EAST, 87.19 FEET TO A POINT;
11. NORTH 88°55'25" EAST, 27.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,284 SQUARE FEET OR 0.167 ACRES OF LAND, MORE OR LESS.

Frank M. Zwolinski, P.L.S.
Colorado License No. 38060
For and on behalf of Power Surveying Company, Inc.
6911 Broadway
Denver, CO 80221
(303) 702-1617



Frank M. Zwolinski
11.19.2025

PETITION FOR ANNEXATION TO THE TOWN OF CASTLE ROCK, COLORADO

The undersigned Petitioner, being a "landowner" as defined in Section 31-12-103(6), C.R.S., hereby petitions the Town of Castle Rock, Colorado (the "Town"), for annexation of the following described property located in the County of Douglas, State of Colorado, and further states:

1. The legal description of the land which Petitioner requests to be annexed to the municipality is attached hereto as ***Exhibit A*** (the "Property")
2. It is desirable and necessary that the Property be annexed to the Town, for the following reasons:
 - a. Provide urbanizing area with social support, fellowship, sense of community and religious service to the Town.
 - b. Connect to the Town's municipal sewer system.
 - c. Removal of the onsite septic tank and leach field system as it is better for the environment and surrounding areas.
3. The requirements of Article II, Section 30 of the Colorado Constitution have been met.
4. The following requirements of Section 31-12-104, C.R.S., exist or have been met:
 - a. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the Town.
 - b. A community of interest exists between the Property and the Town.
 - c. The Property is currently urban.
 - d. The Property is integrated with or is capable of being integrated with the Town.
5. None of the limitations provided in Section 31-12-105, C.R.S., are applicable and the requirements of that statute have been met because of the following:
 - a. In establishing the boundaries of the Property, no land which is held in identical ownership, whether consisting of a single tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. is being divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has valuation for assessment

in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, is included within the Property proposed to be annexed without the written consent of the landowner or landowners thereof.

- b. The Property is not presently a part of any incorporated city, city and county or town, nor have any proceedings been commenced for annexation of all or any part of the Property by any other municipality.
- c. No election has been held within the last 12 months for annexation of the Property to the Town.
- d. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
- e. The annexation of the Property will not result in the detachment of any area from any school district or the attachment of same to another school district.
- f. Reasonable access will not be denied to landowners, owners of easements, or the owners of franchises, adjoining any platted street or alley to be annexed that will not be bounded on both sides by the Town.
- g. The annexation of the Property will not have the effect of extending the boundary of the Town more than three miles in any direction from any point of the Town boundary in any one year.

- 6. The Petitioner comprises more than fifty percent (50%) of the landowners in the area of the Property, and owns fifty percent (50%) of the Property, excluding public streets and alleys and any land owned by the Town.
- 7. The Petitioner signed this Petition no more than one hundred eighty (180) days prior to the date of filing.
- 8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by Section 31-12-101(1)(d), C.R.S., which map is attached as ***Exhibit B***.
- 9. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

NOW, THEREFORE, the Petitioner requests that the Town Council of the Town of Castle Rock, Colorado, approve the annexation of the Property subject to the provisions of the Municipal Annexation Act of 1965, as amended, and in accordance with the terms and conditions of this Petition.

Respectfully submitted this 19 day of November, 2025.

(Signature page to follow)

DIOCESE OF COLORADO SPRINGS, A COLORADO CORPORATION SOLE
a cooperative association of the State of Colorado

By: F. Zockler
Title: Parochial

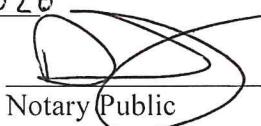
STATE OF COLORADO)
)
) ss.
COUNTY OF DOUGLAS)

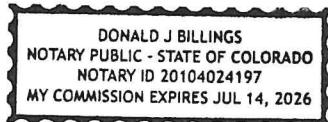
The foregoing instrument was subscribed and sworn before me this 18th day of
November, 2025, by Fr Mark Zockler as Pastor, for
DIOCESE OF COLORADO SPRINGS, A COLORADO CORPORATION SOLE.

Witness my official hand and seal.

My commission expires: 7/14/2026

(S E A L)


Notary Public



AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

STATE OF COLORADO)
) ss.
 COUNTY OF DOUGLAS)

Fr. Mark Zacker, being first duly sworn, states as follows:

1. I have circulated the Petition for Annexation to the Town of Castle Rock, Colorado, as set forth herein.
2. I know the person whose name is subscribed to the foregoing petition on behalf of the Petitioner.
3. The signature on the foregoing Petition was affixed in my presence is a true, genuine, and correct signature of the person it purports to be.
4. To the best of my knowledge and belief, the person whose name is affixed to the foregoing Petition is authorized to sign such document on behalf of the Petitioner.

CIRCULATOR

By: Fr. Mark Zacker
 Title: Pastor

STATE OF COLORADO)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was subscribed and sworn before me this 18th day of November, 2025, by Fr. Mark Zacker as Pastor and Petition Circulator.

Witness my official hand and seal.

My commission expires: 7/14/2026

(S E A L)


 Notary Public

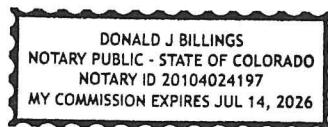


EXHIBIT "A"

LANDS TO BE ANNEXED

PARCEL 1:

A PORITION OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION No. 2004120181, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B, AND BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING THREE (3) COURSES:

1. SOUTH 17°27'00" EAST, 198.21 FEET TO A POINT;
2. SOUTH 58°00'00" WEST, 275.86 FEET TO THE SOUTHERNMOST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL A AS DESCRIBED AND CONVEYED IN THAT CERTAIN QUIT CLAIM DEED RECORDED FEBRUARY 26, 2002 AT RECEPTION No. 0219567;
3. NORTH 31°00'23" WEST, 372.61 FEET TO THE SOUTHERLYMOST CORNER OF PARCEL "RW-59" AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION No. 2025008210;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-59", NORTH 59°24'14" EAST, 18.31 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59", SAID POINT ALSO BEING ON THE BOUNDARY OF THE AFORMENTIONED PARCEL B; THENCE ALONG SAID BOUNDARY OF SAID PARCEL B, NORTH 88°55'25" EAST, 350.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 88,086 SQUARE FEET OR 2.022 ACRES OF LAND, MORE OR LESS.

PARCEL 2:

A PORTION OF THAT REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPTION No. 110577, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS

HEREIN RELATED THERETO;
 THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION No. 2004120181;

THENCE LEAVING SAID NORTH LINE, ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°27'00" EAST, 198.21 FEET TO A POINT;
2. SOUTH 58°00'00" WEST, 275.86 FEET TO THE SOUTHERNMOST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL A AS DESCRIBED AND CONVEYED IN THAT CERTAIN QUIT CLAIM DEED RECORDED FEBRUARY 26, 2002 AT RECEPTION No. 0219567, AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL A, SOUTH 31°00'23" EAST, 518.76 FEET TO THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AND CONVEYED IN THAT CERTAIN BARGAIN AND SALE DEED RECORDED FEBRUARY 20, 2019 AT RECEPTION No. 2019008528;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 42°34'38" WEST, 377.00 FEET TO A POINT;
2. NORTH 87°56'51" WEST, 165.80 FEET TO A POINT ON THE BOUNDARY OF BLOCK 4 OF MEMMEN'S 3RD ADDITION TO CASTLE ROCK;

THENCE ALONG SAID BOUNDARY OF SAID BLOCK 4 THE FOLLOWING TWO (2) COURSES:

1. NORTH 53°21'53" WEST, 452.19 FEET TO A POINT;
2. NORTH 46°21'53" WEST, 364.61 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AND CONVEYED IN THAT CERTAIN PERSONAL REPRESENTATIVE'S DEED RECORDED FEBRUARY 7, 1996 AT RECEPTION No. 9606393;

THENCE ALONG SAID BOUNDARY, NORTH 20°34'28" EAST, 335.77 FEET TO A POINT ON THE BOUNDARY OF A PARCEL DESCRIBED AS RW-58 IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION No. 2025008210;

THENCE ALONG THE BOUNDARY OF SAID PARCEL RW-58 THE FOLLOWING FIVE (5) COURSES:

1. NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 68°39'29" EAST AND HAS A CHORD LENGTH OF 360.65 FEET, THROUGH A CENTRAL ANGLE OF 13°55'33", FOR AN ARC LENGTH OF 361.54 FEET TO A POINT OF NON-TANGENCY;
2. SOUTH 30°35'46" EAST, 17.08 FEET TO A POINT;
3. NORTH 59°24'14" EAST, 21.42 FEET TO A POINT;
4. NORTH 30°35'46" WEST, 7.74 FEET TO A POINT;
5. NORTH 59°24'14" EAST, 129.22 FEET TO A POINT ON THE BOUNDARY OF THE AFORMENTIONED PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION No. 2004120181;

THENCE ALONG SAID BOUNDARY, SOUTH 31°00'23" EAST, 372.61 FEET TO THE POINT

OF BEGINNING.

CONTAINING 627,355 SQUARE FEET OR 14.402 ACRES OF LAND, MORE OR LESS.

PARCEL 3:

ALL OF THAT PARCEL DESCRIBED AS "RW-59" IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION No. 2025008210, BEING A PORTION OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION No. 2004120181, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B;
THENCE ALONG THE NORTH LINE OF SAID PARCEL B, CONTINUING SOUTH 88°55'25" WEST, 350.75 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59", AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-59" THE FOLLOWING THREE (3) COURSES:

1. SOUTH 59°24'14" WEST, 18.31 FEET TO A POINT;
2. NORTH 31°00'23" WEST, 10.41 FEET TO A POINT;
3. NORTH 88°55'25" EAST, 21.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 95 SQUARE FEET OR 0.002 ACRES OF LAND, MORE OR LESS.

PARCEL 4:

ALL OF THAT PARCEL DESCRIBED AS "RW-58" IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION No. 2025008210, BEING A PORTION OF THAT REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPTION No. 110577, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION No. 2004120181;

THENCE ALONG THE NORTH LINE OF SAID PARCEL B, CONTINUING SOUTH 88°55'25"

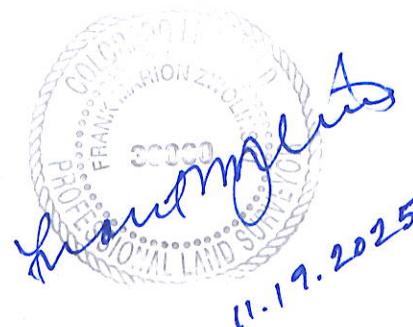
WEST, 350.75 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59"; THENCE ALONG THE NORTH LINE OF SAID PARCEL "RW-59", CONTINUING SOUTH $88^{\circ}55'25''$ WEST, 21.13 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL "RW-58", AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-58" THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH $31^{\circ}00'23''$ EAST, 10.41 FEET TO A POINT;
2. SOUTH $59^{\circ}24'14''$ WEST, 129.22 FEET TO A POINT;
3. SOUTH $30^{\circ}35'46''$ EAST, 7.74 FEET TO A POINT;
4. SOUTH $59^{\circ}24'14''$ WEST, 21.42 FEET TO A POINT;
5. NORTH $30^{\circ}35'46''$ WEST, 17.08 FEET TO A NON-TANGENT CURVE TO THE RIGHT CONCAVE NORTHWESTERLY;
6. SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE LONG CHORD BEARS SOUTH $68^{\circ}39'29''$ WEST AND HAS A CHORD LENGTH OF 360.65 FEET, THROUGH A CENTRAL ANGLE OF $13^{\circ}55'33''$, FOR AN ARC LENGTH OF 361.54 FEET TO A POINT ON THE BOUNDARY OF SAID REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPTION No. 110577;
7. ALONG SAID BOUNDARY, NORTH $20^{\circ}34'28''$ EAST, 2.55 FEET TO A POINT;
8. NORTH $64^{\circ}24'08''$ EAST, 26.93 FEET TO A NON-TANGENT CURVE TO THE LEFT CONCAVE NORTHWESTERLY;
9. NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1482.50 FEET, AND WHOSE LONG CHORD BEARS NORTH $66^{\circ}06'38''$ EAST AND HAS A CHORD LENGTH OF 368.70 FEET, THROUGH A CENTRAL ANGLE OF $14^{\circ}17'12''$, FOR AN ARC LENGTH OF 369.66 FEET TO A POINT OF NON-TANGENCY;
10. NORTH $58^{\circ}58'08''$ EAST, 87.19 FEET TO A POINT;
11. NORTH $88^{\circ}55'25''$ EAST, 27.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,284 SQUARE FEET OR 0.167 ACRES OF LAND, MORE OR LESS.

Frank M. Zwolinski, P.L.S.
Colorado License No. 38060
For and on behalf of Power Surveying Company, Inc.
6911 Broadway
Denver, CO 80221
(303) 702-1617



DIOCESE OF COLORADO SPRINGS ANNEXATION MAP

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION OF ANNEXABLE LANDS

PARCEL 1:

A PORTION OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION NO. 2004120181, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B, AND BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING THREE (3) COURSES:

1. SOUTH 17°27'00" EAST, 198.21 FEET TO A POINT;
2. SOUTH 58°00'00" WEST, 275.86 FEET TO THE SOUTHERNMOST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL A AS DESCRIBED AND CONVEYED IN THAT CERTAIN QUIT CLAIM DEED RECORDED FEBRUARY 26, 2002 AT RECEPTION NO. 0219567;
3. NORTH 31°00'23" WEST, 372.61 FEET TO THE SOUTHERLYMOST CORNER OF PARCEL "RW-59" AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION NO. 2025008210;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-59", NORTH 59°24'14" EAST, 18.31 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59", SAID POINT ALSO BEING ON THE BOUNDARY OF THE AFOREMENTIONED PARCEL B;

THENCE ALONG SAID BOUNDARY OF SAID PARCEL B, NORTH 88°55'25" EAST, 350.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 88,086 SQUARE FEET OR 2.022 ACRES OF LAND, MORE OR LESS.

PARCEL 2:

A PORTION OF THAT REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPTION NO. 110577, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION NO. 2004120181;

THENCE LEAVING SAID NORTH LINE, ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°27'00" EAST, 198.21 FEET TO A POINT;
2. SOUTH 58°00'00" WEST, 275.86 FEET TO THE SOUTHERNMOST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL A AS DESCRIBED AND CONVEYED IN THAT CERTAIN QUIT CLAIM DEED RECORDED FEBRUARY 26, 2002 AT RECEPTION NO. 0219567, AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL A, SOUTH 31°00'23" EAST, 518.76 FEET TO THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AND CONVEYED IN THAT CERTAIN BARGAIN AND SALE DEED RECORDED FEBRUARY 20, 2019 AT RECEPTION NO. 2019008528;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 42°34'38" WEST, 377.00 FEET TO A POINT;
2. NORTH 87°56'51" WEST, 165.80 FEET TO A POINT ON THE BOUNDARY OF BLOCK 4 OF MEMMEN'S 3RD ADDITION TO CASTLE ROCK;

THENCE ALONG SAID BOUNDARY OF SAID BLOCK 4 THE FOLLOWING TWO (2) COURSES:

1. NORTH 53°21'53" WEST, 452.19 FEET TO A POINT;
2. NORTH 46°21'53" WEST, 364.61 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AND CONVEYED IN THAT CERTAIN PERSONAL REPRESENTATIVE'S DEED RECORDED FEBRUARY 7, 1996 AT RECEPTION NO. 9606393;

THENCE ALONG SAID BOUNDARY, NORTH 20°34'28" EAST, 335.77 FEET TO A POINT ON THE BOUNDARY OF A PARCEL DESCRIBED AS RW-58 IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION NO. 2025008210;

THENCE ALONG THE BOUNDARY OF SAID PARCEL RW-58 THE FOLLOWING FIVE (5) COURSES:

1. NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 68°39'29" EAST AND HAS A CHORD LENGTH OF 360.65 FEET, THROUGH A CENTRAL ANGLE OF 13°55'33", FOR AN ARC LENGTH OF 361.54 FEET TO A POINT;
2. SOUTH 30°35'46" EAST, 17.08 FEET TO A POINT;
3. NORTH 59°24'14" WEST, 21.42 FEET TO A POINT;
4. NORTH 30°35'46" WEST, 17.08 FEET TO A POINT;
5. NORTH 59°24'14" WEST, 21.42 FEET TO A POINT;

5. NORTH 59°24'14" WEST, 129.22 FEET TO A POINT ON THE BOUNDARY OF THE AFOREMENTIONED PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION NO. 2004120181;

THENCE ALONG SAID BOUNDARY, SOUTH 31°00'23" EAST, 372.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 627,355 SQUARE FEET OR 14.402 ACRES OF LAND, MORE OR LESS.

PARCEL 3:

ALL OF THAT PARCEL DESCRIBED AS "RW-59" IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION NO. 2025008210, BEING A PORTION OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION NO. 2004120181, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;

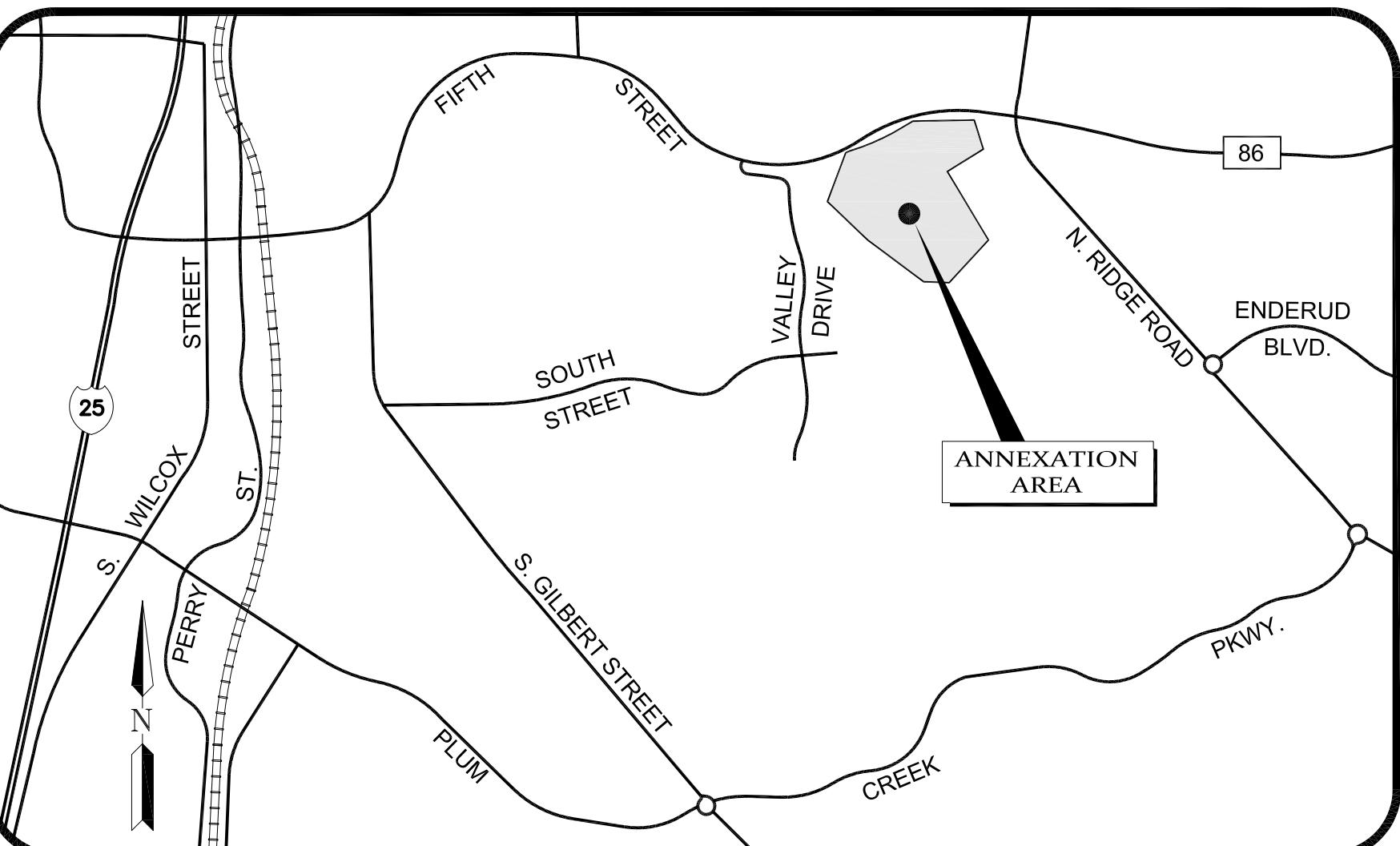
THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B;

THENCE ALONG THE NORTH LINE OF SAID PARCEL B, CONTINUING SOUTH 88°55'25" WEST, 350.75 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59", AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-59" THE FOLLOWING THREE (3) COURSES:

1. SOUTH 59°24'14" WEST, 18.31 FEET TO A POINT;
2. NORTH 31°00'23" WEST, 10.41 FEET TO A POINT;
3. NORTH 88°55'25" EAST, 21.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 95 SQUARE FEET OR 0.002 ACRES OF LAND, MORE OR LESS.



VICINITY MAP

Not to Scale

PARCEL 4:

ALL OF THAT PARCEL DESCRIBED AS "RW-58" IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION NO. 2025008210, BEING A PORTION OF THAT REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPTION NO. 110577, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION NO. 2004120181;

THENCE ALONG THE NORTH LINE OF SAID PARCEL B, CONTINUING SOUTH 88°55'25" WEST, 350.75 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59".

THENCE ALONG THE NORTH LINE OF SAID PARCEL "RW-59", CONTINUING SOUTH 88°55'25" WEST, 21.13 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL "RW-58", AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-58" THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 31°00'23" EAST, 10.41 FEET TO A POINT;
2. SOUTH 59°24'14" WEST, 129.22 FEET TO A POINT;
3. SOUTH 30°35'46" EAST, 7.74 FEET TO A POINT;
4. SOUTH 59°24'14" WEST, 21.42 FEET TO A POINT;
5. NORTH 30°35'46" WEST, 17.08 FEET TO A NON-TANGENT CURVE TO THE RIGHT CONCAVE NORTHWESTERLY;
6. SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE LONG CHORD BEARS SOUTH 68°39'29" WEST AND HAS A CHORD LENGTH OF 360.65 FEET, THROUGH A CENTRAL ANGLE OF 13°55'33", FOR AN ARC LENGTH OF 361.54 FEET TO A POINT ON THE BOUNDARY OF SAID REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPTION NO. 110577;
7. ALONG SAID BOUNDARY, NORTH 20°34'28" EAST, 2.55 FEET TO A POINT;
8. NORTH 64°24'08" EAST, 26.93 FEET TO A NON-TANGENT CURVE TO THE LEFT CONCAVE NORTHWESTERLY;
9. NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1482.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 66°06'38" EAST AND HAS A CHORD LENGTH OF 368.70 FEET, THROUGH A CENTRAL ANGLE OF 14°17'12", FOR AN ARC LENGTH OF 369.66 FEET TO A POINT OF NON-TANGENCY;
10. NORTH 58°58'08" EAST, 87.19 FEET TO A POINT;
11. NORTH 88°55'25" EAST, 27.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,284 SQUARE FEET OR 0.167 ACRES OF LAND, MORE OR LESS.

CONTIGUITY TABULATION

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION: 3,574.37 L.F.

ONE-SIXTH OF TOTAL PERIMETER OF AREA: 595.73 L.F.

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS: 1,697.92 L.F.

THE TOTAL CONTIGUOUS PERIMETER IS 47.50%, WHICH EXCEEDS THE 1/6 PERIMETER LENGTH REQUIRED.

SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING, INC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POWER SURVEYING, INC. RELIED UPON THE FOLLOWING TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

ORDER NO. RND70807131, WITH AN EFFECTIVE DATE OF MAY 22, 2023 AT 5:00 P.M.

3. FIELD SURVEY COMPLETION DATE: DECEMBER 24, 2024.

4. UNIT OF MEASUREMENT: THE LINEAR UNIT OF MEASUREMENT FOR THIS SURVEY IS THE INTERNATIONAL FOOT, DEFINED AS EXACTLY 0.3048 METER.

DIOCESE OF COLORADO SPRINGS OWNERSHIP CERTIFICATION (as to Parcels 1 and 2)

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

DIOCESE OF COLORADO SPRINGS, A COLORADO CORPORATION SOLE

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: ____

TOWN OF CASTLE ROCK OWNERSHIP CERTIFICATION (as to Parcels 3 and 4)

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

BY: _____

MAYOR

ATTEST:

TOWN CLERK

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

CHAIR _____ DATE _____

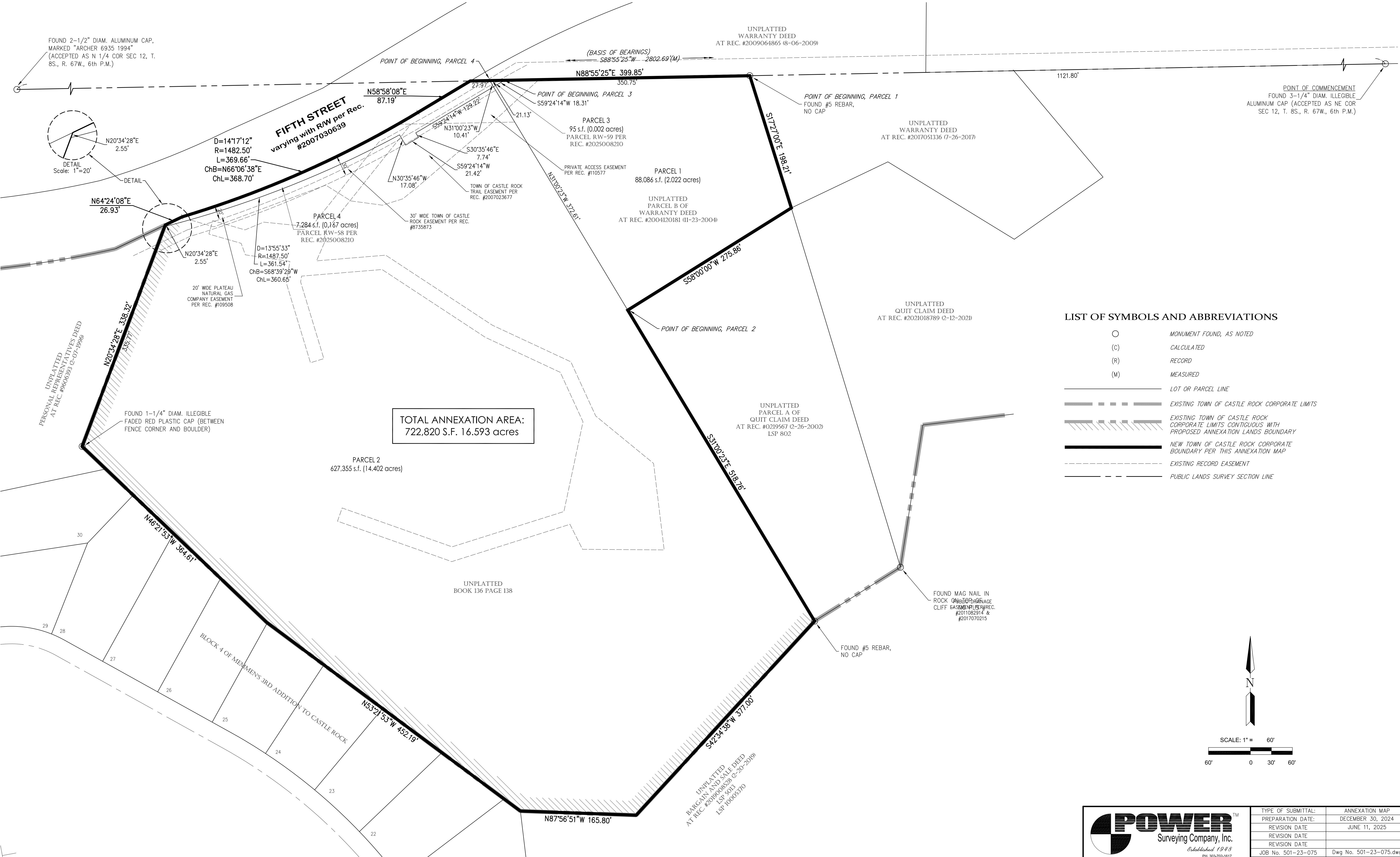
ATTEST:

DIRECTOR OF DEVELOPMENT SERVICES _____ DATE _____

TOWN OF CASTLE ROCK APPROVAL

DIOCESE OF COLORADO SPRINGS ANNEXATION MAP

**A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO**



TYPE OF SUBMITTAL:	ANNEXATION MAP
PREPARATION DATE:	DECEMBER 30, 2024
REVISION DATE	JUNE 11, 2025
REVISION DATE	
REVISION DATE	
JOB No. 501-23-075	Dwg No. 501-23-075.dwg

SHEET 2 OF 2

DIOCESE OF COLORADO SPRINGS ANNEXATION MAP

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION OF ANNEXABLE LANDS

PARCEL 1:

A PORTION OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION NO. 2004120181, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B, AND BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING THREE (3) COURSES:

1. SOUTH 17°27'00" EAST, 198.21 FEET TO A POINT;
2. SOUTH 58°00'00" WEST, 275.86 FEET TO THE SOUTHERNMOST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL A AS DESCRIBED AND CONVEYED IN THAT CERTAIN QUIT CLAIM DEED RECORDED FEBRUARY 26, 2002 AT RECEPTION NO. 0219567;
3. NORTH 31°00'23" WEST, 372.61 FEET TO THE SOUTHERLYMOST CORNER OF PARCEL "RW-59" AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION NO. 2025008210;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-59", NORTH 59°24'14" EAST, 18.31 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59", SAID POINT ALSO BEING ON THE BOUNDARY OF THE AFOREMENTIONED PARCEL B;

THENCE ALONG SAID BOUNDARY OF SAID PARCEL B, NORTH 88°55'25" EAST, 350.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 88,086 SQUARE FEET OR 2.022 ACRES OF LAND, MORE OR LESS.

PARCEL 2:

A PORTION OF THAT REAL PROPERTY DESCRIBED AND CONVEYED IN THAT CERTAIN DEED RECORDED MARCH 7, 1961 IN BOOK 136, PAGE 138 AT RECEPTION NO. 110577, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION NO. 2004120181;

THENCE LEAVING SAID NORTH LINE, ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°27'00" EAST, 198.21 FEET TO A POINT;
2. SOUTH 58°00'00" WEST, 275.86 FEET TO THE SOUTHERNMOST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL A AS DESCRIBED AND CONVEYED IN THAT CERTAIN QUIT CLAIM DEED RECORDED FEBRUARY 26, 2002 AT RECEPTION NO. 0219567, AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL A, SOUTH 31°00'23" EAST, 518.76 FEET TO THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AND CONVEYED IN THAT CERTAIN BARGAIN AND SALE DEED RECORDED FEBRUARY 20, 2019 AT RECEPTION NO. 2019008528;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 42°34'38" WEST, 377.00 FEET TO A POINT;
2. NORTH 87°56'51" WEST, 165.80 FEET TO A POINT ON THE BOUNDARY OF BLOCK 4 OF MEMMEN'S 3RD ADDITION TO CASTLE ROCK;

THENCE ALONG SAID BOUNDARY OF SAID BLOCK 4 THE FOLLOWING TWO (2) COURSES:

1. NORTH 53°21'53" WEST, 452.19 FEET TO A POINT;
2. NORTH 46°21'53" WEST, 364.61 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND DESCRIBED AND CONVEYED IN THAT CERTAIN PERSONAL REPRESENTATIVE'S DEED RECORDED FEBRUARY 7, 1996 AT RECEPTION NO. 9606393;

THENCE ALONG SAID BOUNDARY, NORTH 20°34'28" EAST, 335.77 FEET TO A POINT ON THE BOUNDARY OF A PARCEL DESCRIBED AS RW-58 IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION NO. 2025008210;

THENCE ALONG THE BOUNDARY OF SAID PARCEL RW-58 THE FOLLOWING FIVE (5) COURSES:

1. NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 68°39'29" EAST AND HAS A CHORD LENGTH OF 360.65 FEET, THROUGH A CENTRAL ANGLE OF 135°33' FOR AN ARC LENGTH OF 361.54 FEET TO A POINT;
2. SOUTH 30°35'46" EAST, 17.08 FEET TO A POINT;
3. NORTH 59°24'14" EAST, 21.42 FEET TO A POINT;
4. NORTH 30°35'46" WEST, 7.74 FEET TO A POINT;
5. NORTH 59°24'14" EAST, 129.22 FEET TO A POINT ON THE BOUNDARY OF THE AFOREMENTIONED PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION NO. 2004120181;

THENCE ALONG SAID BOUNDARY, SOUTH 31°00'23" EAST, 372.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 627,355 SQUARE FEET OR 14.402 ACRES OF LAND, MORE OR LESS.

PARCEL 3:

ALL OF THAT PARCEL DESCRIBED AS "RW-59" IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 28, 2025 AT RECEPTION NO. 2025008210, BEING A PORTION OF PARCEL B AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2004 AT RECEPTION NO. 2004120181, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) BEARS SOUTH 88°55'25" WEST A DISTANCE OF 2802.69 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;

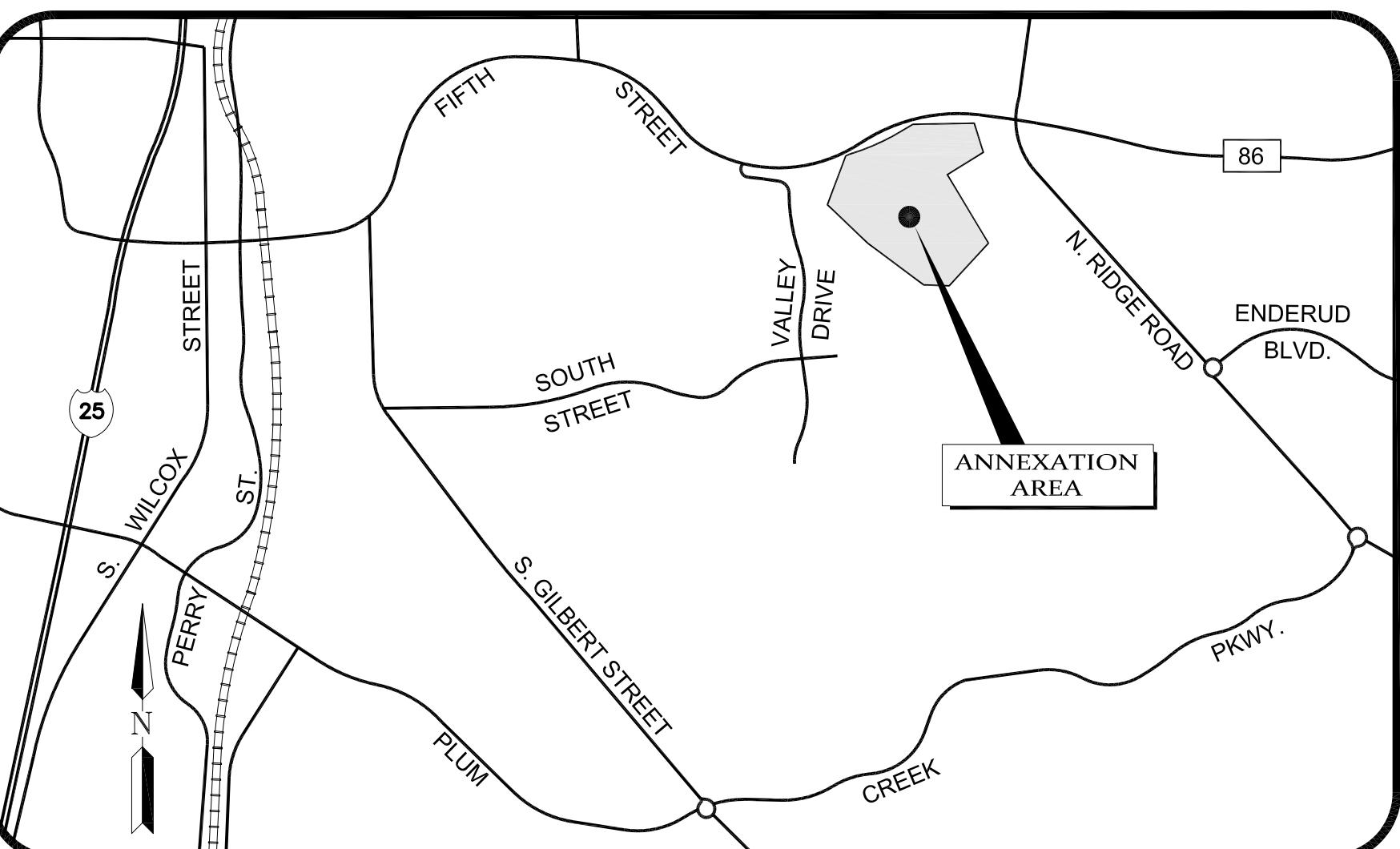
THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 88°55'25" WEST, 1121.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B;

THENCE ALONG THE NORTH LINE OF SAID PARCEL B, CONTINUING SOUTH 88°55'25" WEST, 350.75 FEET TO THE EASTERLYMOST CORNER OF SAID PARCEL "RW-59", AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL "RW-59" THE FOLLOWING THREE (3) COURSES:

1. SOUTH 59°24'14" WEST, 18.31 FEET TO A POINT;
2. NORTH 31°00'23" WEST, 10.41 FEET TO A POINT;
3. NORTH 88°55'25" EAST, 21.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 95 SQUARE FEET OR 0.002 ACRES OF LAND, MORE OR LESS.



DIOCESE OF COLORADO SPRINGS OWNERSHIP CERTIFICATION (as to Parcels 1 and 2)

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

DIOCESE OF COLORADO SPRINGS, A COLORADO CORPORATION SOLE

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: _____

TOWN OF CASTLE ROCK OWNERSHIP CERTIFICATION (as to Parcels 3 and 4)

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

BY: _____
MAYOR

ATTEST:

TOWN CLERK
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 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 OF CASTLE ROCK APPROVAL

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

MAYOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____

BASIS OF BEARINGS

SOUTH 88°55'25" WEST, A DISTANCE OF 2802.69 FEET, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS DEFINED AND MEASURED BETWEEN A FOUND 3-1/4" DIAMETER ILLEGIBLE ALUMINUM CAP AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) AND A FOUND 2-1/2" DIAMETER ALUMINUM CAP MARKED "ARCHER 6935 1994" AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4).

SURVEYOR'S CERTIFICATE

I, FRANK M. ZWOLINSKI, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND ACCURATELY DESCRIBES THE LAND TO BE ANNEXED BY THE TOWN OF CASTLE ROCK. I FURTHER CERTIFY THAT THE PERIMETER LENGTH OF SAID LAND IS GREATER THAN 1/6 CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF CASTLE ROCK. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE TOWN OF CASTLE ROCK AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973, 31-12-104-(1)(g) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

FRANK M. ZWOLINSKI, P.L.S.

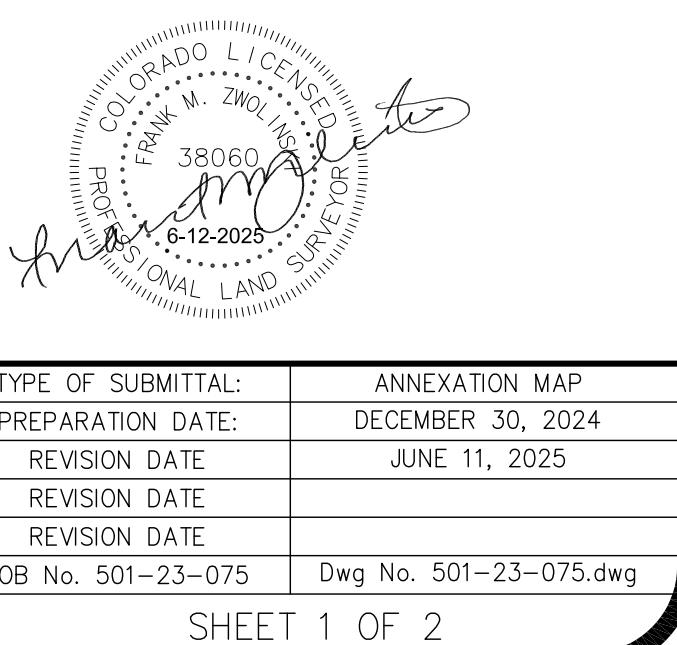
Colorado License No. 38060

For and on behalf of Power Surveying Company, Inc.

6911 Broadway

Denver, CO 80221

(303) 702-1617



TYPE OF SUBMITTAL:	ANNEXATION MAP
PREPARATION DATE:	DECEMBER 30, 2024
REVISION DATE:	JUNE 11, 2025
REVISION DATE:	
REVISION DATE:	
JOB NO.:	501-23-075
Dwg No.:	501-23-075.dwg

SHEET 1 OF 2

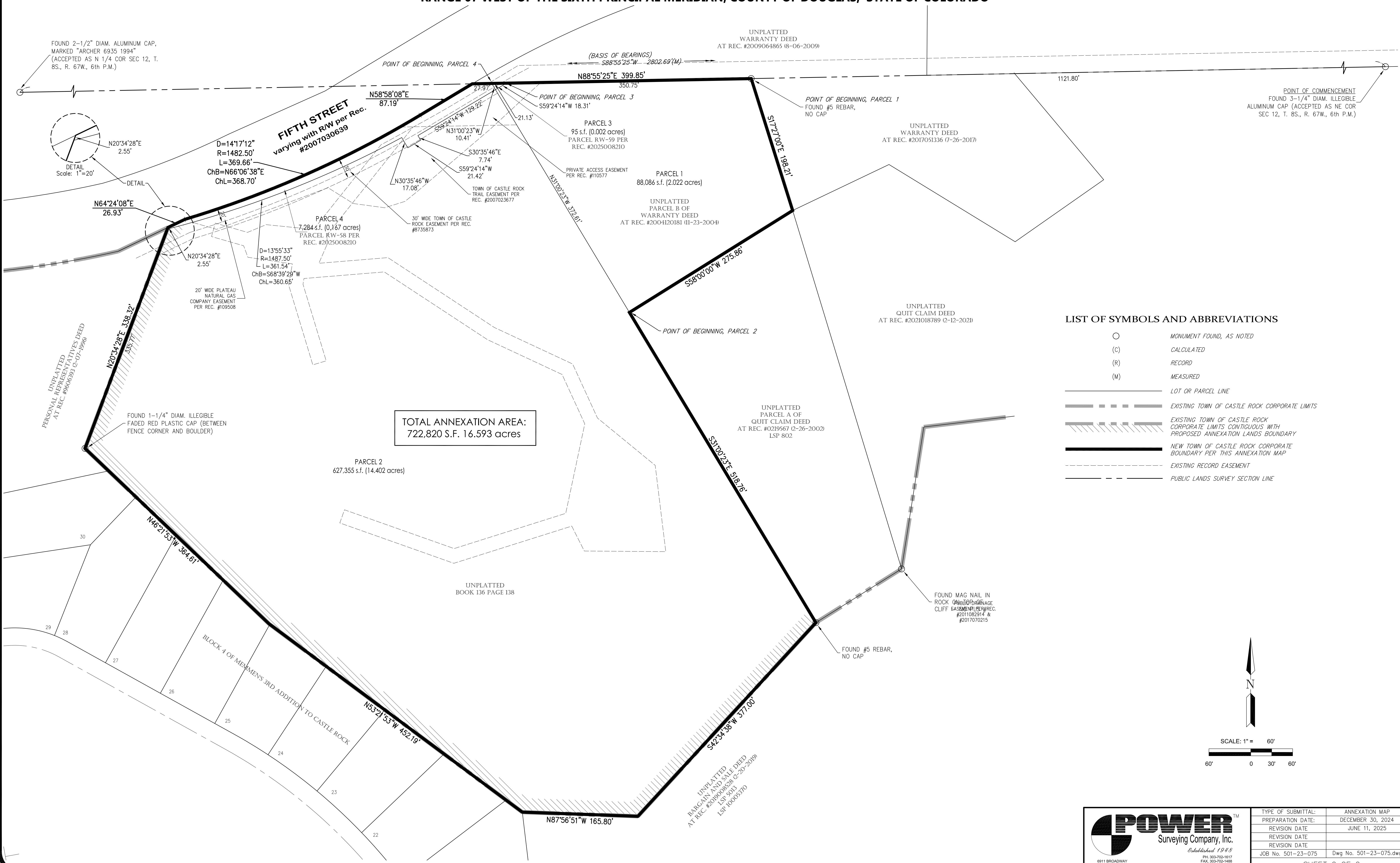
1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING, INC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POWER SURVEYING, INC. RELIED UPON THE FOLLOWING TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

ORDER NO. RND70807131, WITH AN EFFECTIVE DATE OF MAY 22, 2023 AT 5:00 P.M.

3. FIELD SURVEY COMPLETION DATE: DECEMBER 24, 2024.
4. UNIT OF MEASUREMENT: THE LINEAR UNIT OF MEASUREMENT FOR THIS SURVEY IS THE INTERNATIONAL FOOT, DEFINED AS EXACTLY 0.3048 METER.

DIOCESE OF COLORADO SPRINGS ANNEXATION MAP

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 8 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO





Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 11. **File #:** RES 2026-004

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Jeff Brauer, Director of Parks and Recreation

Resolution Approving the Purchase and Sale Agreement Between the Guardian Angel Trust and the Town of Castle Rock for the Lost Canyon Ranch (35-acre inholding)

Executive Summary

The Parks and Recreation Department requests Town Council approval of a resolution authorizing the Town's purchase of an approximately 35-acre parcel adjacent to the Lost Canyon Ranch Open Space, including associated non-tributary groundwater rights and well infrastructure, from Guardian Angel Trust for \$1,100,000. The property lies along the southeastern edge of Lost Canyon Ranch Open Space near Horse Thief Cave and includes an access easement through and across Lost Canyon Ranch Open Space.

This acquisition advances the Town's priority to preserve and secure open space, consistent with community survey direction showing residents' desire to protect natural areas and expand passive recreation opportunities. This purchase agreement represents a rare opportunity to permanently protect an irreplaceable open space edge area at risk of private residential development, safeguard the tranquility and character of the Lost Canyon landscape, and strengthen long-term public access and management of the broader open space system.

The transaction includes associated water rights. Castle Rock Water has done an initial evaluation of the groundwater component and estimates a rough value of approximately \$69,000 to \$87,000 based on the underlying estimated quantity (approximately 52.6 acre-feet). Castle Rock Water will purchase the water rights for a value to be finalized during due diligence, reducing the net open space acquisition cost to the Conservation Trust Fund.

Upon Council approval, staff will open escrow, deposit the \$25,000 earnest money as required by the Purchase and Sale Agreement, and begin the 60-day due diligence period to complete remaining exhibits, finalize key documents, and confirm suitability. Closing will occur after due diligence is complete and all conditions are satisfied, including adoption of the required appropriation ordinance, with an outside closing date of April 1, 2026. Staff are requesting approval at this time to secure the opportunity and proceed with escrow and due diligence activities.

Discussion

In 2023, during the Town's evaluation of the Lost Canyon Ranch Open Space acquisition, staff also assessed an adjacent approximately 35-acre parcel previously owned by the Jobe family. Acquisition efforts were not successful at that time. Subsequently, the Guardian Angel Trust, established by Thomas Sandgaard of Sangaard Capital, purchased the parcel for \$1,000,000 and has now offered to convey it to the Town for \$1,100,000. This parcel represents a strategic addition to the Town's open space system because it is immediately adjacent to Lost Canyon Ranch Open Space and sits in an area where future private residential development could directly affect the open space experience and the Town's long-term stewardship efforts. Acquiring the parcel now prevents potential development along the Lost Canyon boundary that could introduce new roads, lighting, noise, fencing, and activity incompatible with the area's open space character, and permanently protects the tranquility and scenic quality of this portion of the landscape.

The site is also described as having notable natural resource value and potential archaeological interest. Town ownership allows these resources to be managed conservatively and intentionally for long-term protection, rather than being subject to incremental disturbance associated with private development. In addition, the parcel includes an easement allowing access through and across Lost Canyon Ranch Open Space. Ownership of both the land and the associated easement simplifies long-term access, enforcement, and management, and reduces future uncertainty for the Town's open space program.

This acquisition directly responds to community priorities expressed through recent surveys, which consistently show residents' desire to preserve natural areas and invest in open space. Securing this inholding delivers a tangible outcome that aligns with Town Council direction and community expectations, while also addressing a time-sensitive opportunity. Edge parcels and inholdings adjacent to major open space holdings are rarely available and typically become significantly more difficult and costly to secure once developed or encumbered.

The Purchase and Sale Agreement provides a structured and conservative framework for the transaction. The agreement includes a 60-day due diligence period during which the Town may conduct title review, survey work, environmental investigation if deemed necessary, and water rights verification, and may terminate the agreement in its sole discretion if the property or water rights are found to be unsuitable. Closing is contingent upon Town Council approval of the resolution.

Certain exhibits to the agreement, including the final location map and legal description and the forms of special warranty deeds for the property and water rights, are not yet complete. Staff's intent is to secure the agreement and complete these technical and legal components during the due diligence period. This approach allows the Town to lock in a rare acquisition opportunity while maintaining full discretion to withdraw if due diligence results are not satisfactory.

Placement of the property into a new or existing conservation easement is not anticipated. Based on prior evaluations and existing site information, an environmental assessment is not expected to be required; however, the agreement preserves the Town's ability to conduct a Phase I environmental assessment as part of prudent risk management.

Budget Impact

The acquisition cost is not to exceed \$1,100,000, plus standard closing and due diligence costs such as title insurance, recording or documentary fees if any, survey work, and inspections as needed. Funding is proposed through the Conservation Trust Fund, requiring a budget transfer from Parks and Recreation improvements to the Open Space Acquisition account. The Purchase and Sale Agreement will also authorize staff to remit the \$25,000 earnest money deposit upon Council approval. Castle Rock Water will provide a financial contribution to the deal to purchase the water rights, approximately \$69,000 to \$87,000 with the final number to be determined during due diligence, reducing the net acquisition cost to the Conservation Trust Fund. The specific contribution amount and accounting treatment will be finalized administratively in coordination with Castle Rock Water and the Finance Department.

Staff Recommendation

Staff recommend approving the resolution as introduced by title.

Proposed Motion

“I move to approve the resolution as introduced by title.”

Attachments

Attachment A Resolution

Attachment B Purchase and Sale Agreement

Attachment C Property Map

RESOLUTION NO. 2026-004

A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE GUARDIAN ANGEL TRUST AND THE TOWN OF CASTLE ROCK FOR THE LOST CANYON RANCH

WHEREAS, in 2024, the Town of Castle Rock (the “Town”) purchased Lost Canyon Ranch, an approximately 681.07-acre parcel of land owned and located at 6581 Lost Canyon Ranch Road, for purposes of protecting and preserving the parcel as open space and providing additional passive recreational opportunities to its residents; and

WHEREAS, Guardian Angel Trust (the “Seller”) owns an approximately 35-acre parcel of land located adjacent to the southeastern border of the Lost Canyon Ranch at 1175 Castle Pointe Drive in unincorporated Douglas County (the “County”) (the “Property”); and

WHEREAS, In addition, the Seller owns (i) certain non-tributary groundwater rights associated with the Property in the Lower Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers, which rights have been adjudicated in Case No. 85CW442, District Court, Water Division 1 on April 29, 1987; and (ii) certain wells and appurtenant equipment associated with the Property represented by Well Permit No. 66296-F issued by the Colorado Division of Water Resources on September 25, 2007 (collectively, the “Water Rights”); and

WHEREAS, by acquiring the Property, the Town will not only be able to protect and preserve an important open space resource, but also expand the passive recreational opportunities that the Town intends to provide to its residents at the neighboring Lost Canyon Ranch; and

WHEREAS, for these purposes, the Town has agreed to purchase the Property and Water Rights from the Seller, contingent upon the successful completion of its due diligence investigation; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to authorize the execution of the Purchase and Sale Agreement with the Seller for the conveyance of the Property and Water Rights.

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

Section 1. Approval. The Purchase and Sale Agreement between Guardian Angel Trust and the Town of Castle Rock for the Property and Water Rights is hereby approved in substantially the same form as presented at tonight’s meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Purchase and Sale Agreement, the Town Council authorizes the expenditure and payment of an amount not to exceed \$1,100,000.00, contingent upon the successful completion of the Town's due diligence investigation as provided in the Agreement, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 6th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of ____ for and ____ against.

ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

Michael J. Hyman, Town Attorney

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

Jeff Brauer, Director of Parks and Recreation

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made and entered into this ____ day of _____, 2025 (the "Agreement"), by and between **GUARDIAN ANGEL TRUST**, 1175 Castle Pointe Drive, Castle Rock, Colorado 80104 (the "Seller"), and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town") (collectively, the Town and the Seller are referred to as the "Parties").

RECITALS

A. The Town has recently acquired certain property known as the Lost Canyon Ranch Open Space, which it intends to preserve for the benefit of the general public as a site for passive outdoor recreation and education.

B. The Seller owns certain real property located adjacent to the southeastern border of the Lost Canyon Ranch Open Space (the "Lost Canyon Ranch"), which property is more particularly described in the location map and legal description attached hereto and incorporated herein by reference as ***Exhibit 1*** (the "Property").

C. In addition, the Seller owns (i) certain non-tributary groundwater rights associated with the Property in the Lower Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers, which rights have been adjudicated in Case No. 85CW442, District Court, Water Division 1 on April 29, 1987; and (ii) certain wells and appurtenant equipment associated with the Property represented by Well Permit No. 66296-F issued by the Colorado Division of Water Resources on September 25, 2007 (collectively, the "Water Rights")

D. Accordingly, the Seller is willing to sell the Property and Water Rights to the Town and the Town is willing to purchase the Property and Water Rights from the Seller subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and conditions contained in this Agreement, the Parties agree as follows:

1. Purchase and Sale Agreement; Purchase Price. For the consideration hereinafter set forth, and subject to the terms, provisions, covenants and conditions contained herein, Seller shall convey and Town shall purchase and acquire the Property and Water Rights. The total purchase price for the Property and the Water Rights is One Million, One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (the "Purchase Price"). The Purchase Price includes total compensation for all interests in the Property and Water Rights, including all improvements and appurtenances. The Purchase Price shall be tendered by the Town to the Seller in readily available funds at the Closing as provided for in Section 2 of this Agreement. Upon Closing, this settlement shall be deemed final.

2. Closing.

A. **Title Company.** Within ten (10) business days following the date upon which this Agreement has been executed by both the Seller and the Town (the "Execution Date"), the Parties shall open an escrow with Fidelity National Title – National Commercial Services (the "Title

Company”), for the purpose of consummating the purchase and sale of the Property and the Water Rights in accordance with the terms of this Agreement.

B. Closing. Escrow for the Property and Water Rights shall close on or before April 1, 2026, or such other date mutually agreed to in writing by the Parties (the “Closing Date”). The escrow instructions shall be based upon the terms and conditions set forth in this Agreement. Notwithstanding any provision of this Agreement to the contrary, the “Closing” shall be contingent upon:

- i. The passage of a resolution by the Town Council approving the purchase of the Property and Water Rights; and
- ii. The final adoption of an ordinance appropriating sufficient funds for the purchase of the Property and Water Rights.

C. Closing Documents.

- i. Seller’s Documents. At least one (1) business day prior to the Closing Date, the Seller shall submit to the Title Company:
 - a. One (1) original duly executed, acknowledged, and dated special warranty deed for the Property, in substantially the form attached hereto and incorporated herein as **Exhibit 2**, suitable for recordation, conveying to the Town fee simple title to the Property (the “Property Deed”). The Property Deed shall be recorded in the official records of Douglas County, Colorado, at the close of escrow, which shall vest title to the Property in the Town. The Property Deed takes exception to any Permitted Exceptions set forth in the Title Commitment (as defined in Section 4, below) for the Property to which the Town has not objected;
 - b. One (1) original duly executed, acknowledged, and dated special warranty deed for the Water Rights in substantially the form attached hereto and incorporated herein as **Exhibit 3**, suitable for recordation, conveying to the Town title to the Water Rights (the “Water Rights Deed”). The Water Rights Deed shall be recorded in the official records of Douglas County, Colorado, at the close of escrow, which shall vest title to the Water Rights in the Town; and
 - c. Such other customary instruments and documents as may be reasonably requested by the Title Company relating to the Seller, the Property and Water Rights, and as otherwise required to transfer the Property and Water Rights to the Town pursuant to the terms and conditions of this Agreement.
- ii. Town’s Documents. At least one (1) business day prior to the Closing Date, the Town shall submit to the Title Company:

- a. One (1) original duly executed certificate of acceptance to be attached to the Property Deed;
- b. One (1) original duly executed certificate of acceptance to be attached to the Water Rights Deed;
- c. The Town's specific closing instructions consistent with this Agreement; and
- d. Such other instruments and documents as may be reasonably requested by the Title Company as otherwise required to transfer the Property and Water Rights to the Town pursuant to the terms and conditions of this Agreement.

D. Funds. At Closing, the Town shall deliver the Purchase Price, plus/minus any additional amounts necessary to cover costs, credits and/or prorations under this Agreement, to the Title Company in the form of a wire transfer or certified funds.

E. Taxes. At Closing, the Seller shall pay, or cause to be paid, all real property taxes on the Property that have accrued through the Closing Date.

F. Closing Costs and Due Diligence Fees. The Town shall pay all costs associated with the Closing, including recording and documentary fees, if any. The Town shall also pay all costs associated with completing due diligence on the Property and Water Rights (as defined in Section 4, below). Town shall pay the premium for the title policies and any endorsements (defined in Section 2.H below). All other fees and charges will be allocated according to custom of Douglas County, Colorado, the county in which the Property and Water Rights are located. Each Party shall each be responsible for their respective broker and attorney's fees, as well as any other expenses incurred by it in connection with the Closing and this Agreement.

G. Possession. The Seller shall deliver possession of the Property to the Town as of the Closing Date.

H. Title Insurance Policy. At Closing, the Town will obtain a standard coverage owner's policy of title insurance, in form and substance acceptable to the Town, with such endorsements as requested and paid for by the Town, in the full amount of the Purchase Price, insuring that title to the Property is vested in the Town on the Closing Date, subject only to the permitted exceptions set forth in the Title Commitment (as defined in Section 4, below) for the Property to which the Town has not objected (the "Title Policy").

3. Earnest Money.

A. Deposit. Within ten (10) business days following the Execution Date (the "Deposit Date"), the Town shall deliver the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to the Title Company, as escrow holder, for deposit into an interest-bearing account. Such sum shall be delivered to the Title Company in the form of a wire transfer or certified funds. This deposit, together with any interest earned thereon, is collectively referred to as the "Earnest Money"). The Title Company's receipt of the earnest Money shall be acknowledged in writing

provided to both Parties. At Closing, the Earnest Money will be paid to the Seller as part of the Purchase Price.

B. **Purpose.** The purpose of the Earnest Money deposit is to allow the Town to undertake and complete its due diligence investigation of the Property and Water Rights as provided in Section 4 of this Agreement. If, as the result of such investigation, the Town exercises its right to terminate as provided in Section 5 of this Agreement and, as a result, is unable to proceed with the Closing, the Title Company shall return the Earnest Money to the Town.

4. Due Diligence and Title Review.

A. **Due Diligence Period.** The Town shall have a period of sixty (60) calendar days from the Deposit Date in which Town and Town's agents, contractors, employees and permittees (collectively, the "Town's Permittees") shall verify and ascertain the suitability of the Property and Water Rights for Town's intended use, in Town's sole and absolute discretion (the "Due Diligence Period"). Town and/or Town's Permittees may, at any time during the Inspection Period, enter upon the property for the purpose of inspecting the Property and Water Rights, including making a survey of the Property, conducting a Phase 1 environmental assessment, and undertaking such other testing and investigation as Town shall deem necessary for its intended uses of the Property and Water Rights.

B. **Title Insurance Commitment.** The Town shall be responsible for obtaining a commitment for title insurance for the Property from the Title Company (the "Title Commitment") and for furnishing a copy of the Title Commitment to the Seller. Upon receipt, the Town shall promptly review the Title Commitment and notify the Title Company and the Seller of any objections it may have to the exceptions set forth in Schedule B-2 of the Title Commitment. Any exceptions to which the Town does not object shall be deemed to have been accepted by the Town and incorporated into the Property Deed as permitted exceptions to the Property title (the "Permitted Exceptions").

C. **Property Condition and Inspection.** The Town shall be responsible for conducting various investigations regarding the physical condition of the Property, including, but not limited to, a Phase 1 environmental assessment for the purpose of determining current or historical uses of the Property have impacted the soil or groundwater beneath the Property and could pose a threat to the environment and/or human health. The Seller shall allow reasonable access to the Property to the Town and/or the Town's Permittees for the purpose of conducting such assessment. Upon completion, the Town shall provide to the Seller a copy of the final assessment, as well as any other report or assessment commissioned by the Town with respect to the Property.

D. **Water Rights Condition and Inspection.** The Town shall be responsible for conducting various investigations regarding the suitability of the Water Rights for the Town's intended use. The Seller shall allow reasonable access to the Property to the Town and/or the Town's Permittees for the purpose of conducting such investigations and for inspecting any well site on the Property. In addition, the Seller shall make available to the Town and the Town's Permittees, copies of its files and records related to the Water Rights, including, but not limited to, any documents related to title for the Water Rights; previous title opinions; water decrees

and well permits; water rights engineering reports, technical reports and correspondence; environmental reports and studies; and all other information and documentation pertaining to the Water Rights in the Seller's possession.. Upon completion, the Town shall provide to the Seller a copy of any final report, assessment, or opinion commissioned by the Town with respect to the Water Rights.

E. ALTA Survey. The Town has retained True North Surveying & Mapping, LLC (the "Surveyor") to make an ALTA/NSPS Land Title Survey of the Property (the "Survey") and to identify possible encroachments. The Seller shall allow reasonable access to the Property to the Surveyor for the purpose of making the Survey. The Town shall be responsible for reviewing and approving the Survey and shall provide a copy of the Survey to the Seller and to the Title Company.

F. Appraisal. The Town represents to the Seller that it has not obtained an appraisal for the Property and Water Rights. The Parties agree, however, that the Purchase Price is based upon:

- i. The Appraisal obtained by The Conservation Fund, on behalf of itself and the Town, and prepared by CBRE Valuation and Advisory Services, dated August 15, 2023, for the Lost Canyon Ranch; and
- ii. The sum paid by the Seller to the previous owner of the Property and Water Rights, the William E. Jobe Trust, when Seller acquired the Property and Water Rights on December 27, 2023.

5. Conditions Precedent to Closing. If, upon Closing, any condition precedent set forth in this Section 5 is not satisfied or waived by the Party for whose primary benefit it exists, said benefited Party may terminate this Agreement by written notice to the other Party, and the Parties shall have no further obligation to each other under this Agreement.

A. Seller's Conditions:

- i. All instruments described in Section 2.C.i will be delivered to the Title Company;
- ii. All funds described in Section 2.D will be delivered to the Title Company;
- iii. All representations and warranties made by the Town in Section 8 below shall be true and correct in all material respects as of the Closing Date; and
- iv. The Town shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by Town prior to, or as of, the Closing Date.

B. Town's Conditions.

- i. All instruments described in Section 2.C.ii will be delivered to the Title Company;

- ii. The Title Company is in a position and is prepared to issue to the Town the Title Policy;
- iii The Town must be satisfied with the update of the Title Commitment prior to Closing in accord with Section 4.B above.
- iv. The Town must be satisfied with the results of the Phase 1 environmental assessment prior to Closing in accord with Section 4.C above.
- v. The Town must be satisfied with the results of its inspection of the Water Rights prior to Closing in accord with Section 4.D above.
- vi. The Town must be satisfied with the results of the Survey prior to Closing in accord with Section 4.E above.
- vii. All representations and warranties made by the Seller in Section 7 below shall be true and correct in all material respects as of the Closing Date;
- viii. The Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by the Seller prior to, or as of, the Closing Date;
- ix. The Town Council shall have passed a resolution approving the purchase of the Property and Water Rights; and
- x. The Town Council shall have finally adopted an ordinance appropriating sufficient funds for the purchase of the Property and Water Rights.

6. Town's Covenants.

- A. **As-Is.** The Property and Water Rights are being sold and conveyed hereunder and the Town agrees to accept the Property as Water Rights "As Is" and subject to any condition which may exist, without any representation or warranty by the Seller except as expressly set forth in Section 7 below. Town acknowledges and agrees that, other than the representations and warranties set forth in Section 7 below, the Seller makes no representations or warranties, express or implied, as to the Property, the Water Rights, or the transaction contemplated by this Agreement. The Town acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.
- B. **Release.** Upon the Close of Escrow, other than with respect to a breach of an express representation of the Seller as set forth in Section 7 below, Town hereby agrees to assume all risks and liabilities related to the Town's ownership of the Property and Water Rights (including without limitation the physical/environmental condition of the Property and Water Rights, and its value, fitness, or use) whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from the Property and Water

Rights (including without limitation the physical/environmental condition of the Property and Water Rights, and its value, fitness, or use).

C. Survival. Notwithstanding any provision of this Agreement to the contrary, the provisions set forth in this Section 6 shall survive the Closing.

7. Seller's Representations and Warranties. The Seller represents to the Town that:

A. Power and Authority. The Seller is a duly organized and legally existing trust under the laws of the State of Colorado. The execution and delivery by the Seller of, and the Seller's performance under, this Agreement are within the Seller's powers and have been duly authorized by all requisite action, and the person executing this Agreement on behalf of the Seller has the authority to execute and deliver this Agreement.

B. Ownership. The Seller is the sole owner of the Property and Water Rights, which Property and Water Rights are free and clear of any and all liens, claims, and other encumbrances.

C. Valid Agreement. This Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable in accordance with its terms, and subject to laws applicable generally to bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

D. No Breach. Performance of this Agreement by the Seller will not result in a breach of, or constitute any default under any agreement or instrument to which the Seller is a party, which breach or default will adversely affect the Seller's ability to perform its obligations under this Agreement.

E. Bankruptcy. The Seller:

- i. Is not in receivership or dissolution;
- ii. Has not made any assignment for the benefit of creditors;
- iii. Has not admitted in writing its inability to pay its debts as they mature;
- iv. Has not been adjudicated a bankrupt;
- v. Has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state; or
- vi. Does not have any such petition described in Section 7.E.v above filed against the Seller.

F. Environmental. The Seller has not received any written notice alleging the Property and/or Water Rights are in violation of applicable federal, state and local laws, ordinances and

regulations relating to hazardous waste or materials, industrial hygiene or the environmental conditions on, under or about the Property and Water Rights.

- G. Pending Litigation. The Seller has no written notice of any pending litigation that relates to the Property and/or Water Rights.
- H. Due Diligence Obligations. The Seller shall promptly comply with its due diligence obligations in Section 4, above, and will not withhold or unreasonably delay delivery of any due diligence materials to the Town.

8. Town's Representations and Warranties. The Town represents to the Seller that:

- A. Power and Authority. The Town is a duly organized and legally existing home rule municipality of the State of Colorado. The execution and delivery by the Town of, and the Town's performance under, this Agreement are within the Town's corporate powers and have been duly authorized by all requisite action, and the persons executing this Agreement on behalf of the Town have the corporate authority to execute and deliver this Agreement.
- B. Valid Agreement. This Agreement constitutes the legal, valid and binding obligation of the Town, enforceable in accordance with its terms, and subject to laws applicable generally to bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
- C. No Breach. Performance of this Agreement by the Town will not result in any breach of, or constitute any default under, any agreement or other instrument to which the Town is a party, which breach or default will adversely affect the Town's ability to perform its obligations under this Agreement.
- D. Bankruptcy. The Town:
 - i. Is not in receivership or dissolution;
 - ii. Has not made any assignment for the benefit of creditors;
 - iii. Has not admitted in writing its inability to pay its debts as they mature;
 - iv. Has not been adjudicated a bankrupt;
 - v. Has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state; or
 - vi. Does not have any such petition described in Section 7.E.v above filed against the Town.
- E. Pending Litigation. The Town has no written notice of any pending litigation that relates to its authority to purchase the Property and/or Water Rights.

F. Due Diligence Obligations. The Town shall promptly comply with its due diligence obligations in Section 4, above, and will not withhold or unreasonably delay the completion of such due diligence obligations or the delivery of any due diligence materials to the Seller.

9. Responsibility During the Due Diligence Period.

A. Insurance. The Seller shall have full control over the Property and Water Rights during the Due Diligence Period. The Seller shall carry its own property and casualty insurance with respect to the Property and Water Rights in an amount sufficient to ensure that the Property and Water Rights are fully and reasonably protected against any loss, injury, or damage.

B. Use of the Property during the Due Diligence Period. During the Due Diligence Period, the Seller shall:

- i. Only use the Property and Water Rights in accord with any and all applicable federal, state, and local laws, rules and regulations;
- ii. Neither create nor record against title any liens for labor or material on the Property or Water Rights, nor suffer any such liens to be created and recorded against title by any third party;
- iii. Not permit any waste or destruction of the Property or Water Rights;
- iv. Permit the Town and the Town's Permittees entry to inspect the Property and Water Rights.

C. Seller's Obligations during the Due Diligence Period. Prior to Closing, the Seller shall not sell, convey, lease, assign, or otherwise encumber the Property or Water Rights or enter into a contract to sell, convey, lease, assign, or otherwise encumber the Property or Water Rights with any third party.

10. Remedies. If either Party alleges a default of this Agreement, it shall give notice of default to the other Party. In that event, the defaulting Party shall have ten (10) business days to cure such default. If a timely cure of the default is not affected, the non-defaulting Party shall have the remedies provided for in this Section 10.

A. Seller's Remedies. If the Town defaults in the performance of any of its obligations, promises, or commitments under this Agreement, or if the Town breaches any of its representations or warranties hereunder, the Seller, as its sole and exclusive remedy, may terminate this Agreement. The Seller hereby waives and relinquishes all of its rights to bring an action for specific performance of this Agreement or to pursue actual damages against the Town.

B. Town's Remedies. If the Seller defaults in the performance of its obligations, promises, or commitments under this Agreement, or if the Seller breaches any of its representations or warranties hereunder, the Town, as its sole and exclusive remedies, may terminate this

Agreement or pursue the Seller for specific performance of this Agreement. The Town hereby waives and relinquishes all of its rights to pursue actual damages against the Seller.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement by one Party without the prior written consent of the other Party.

12. Notices. If, under the terms of this Agreement, notice is required to be provided to either Party, such notice shall be deemed provided upon personal delivery, three (3) business days after the mailing of the same by registered or certified mail, return receipt requested, when delivered and signed for by an overnight delivery service, or when delivered by email transmission for which automatic confirmation or written acknowledgement has been received, addressed in each case as follows:

If to the Seller:

Guardian Angel Trust
Attn: Thomas Sandgaard, Trustee
1175 Castle Pointe Drive
Castle Rock, Colorado 80104
Email: tsandgaard@sandgaardcapital.com

If to the Town:

Town of Castle Rock
Attn: Jeff Brauer, Director of Parks & Recreation
1375 W. Plum Creek Parkway
Castle Rock, Colorado 80109
Email: jbrauer@crgov.com

With a copy to:

Town of Castle Rock
Attn: Michael J. Hyman, Town Attorney
100 N. Wilcox Street
Castle Rock, Colorado 80104
Email: mhyman@crgov.com

If to the Title Company:

Fidelity National Title –
National Commercial Services
Attn: Eric Stearns, Vice President
8055 East Tufts Avenue, Suite 300
Denver, Colorado 80237
Email: estearns@fnf.com

Either Party may change the address to which notices should be sent by giving the other Party written notice for the new address in the manner set forth in this Section 12.

13. Section Headings. The Section headings contained in this Agreement are for convenience only and shall not, in any way, enlarge or limit the scope, meaning, or intent of the various Sections of this Agreement.

14. Additional Documents or Action. The Parties agree to execute any additional documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated and to take such additional action as may be necessary, desirable, or proper to carry out the intent and purposes of this Agreement.

15. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter, ordinances, rules and regulations of the Town. Any legal action concerning the provisions of this Agreement shall be brought in the District Court in and for the County of Douglas, State of Colorado.

16. Entire Agreement. This Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between the Seller and the Town with respect to the subject matter hereof.

17. Amendments. Any modification, amendment or extension of this Agreement must be in writing signed by both the Seller and the Town.

18. Counterpart Execution; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. This Agreement may also be executed and delivered via facsimile and a facsimile signature shall have the same legal effect as an original signature.

19. Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

20. Recitals and Exhibits Incorporated by Reference. The recitals, above, and the exhibits attached hereto are an integral part of this Agreement and are hereby incorporated into this Agreement by reference.

21. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Governmental Immunity. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to the Town under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

[Signature pages to follow]

IN WITNESS WHEREOF, this Agreement is effective as of the date executed by both Parties.

SELLER:

GUARDIAN ANGEL TRUST

Signed by:

Thomas Sandgaard

Thomas Sandgaard, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23rd day of December, 2025, by Thomas Sandgaard, as Trustee for the Guardian Angel Trust.

Witness my hand and official seal.

My commission expires: 9/30/2028.

(S E A L)

DS

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

DocuSigned by:

Shannon Eklund
Notary Public
7ABEF261483A494...

DAN#:20084033388-687208

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Jeff Brauer, Director of Parks & Recreation

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jason Gray, as Mayor, and Lisa Anderson, as Town Clerk, for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT 1

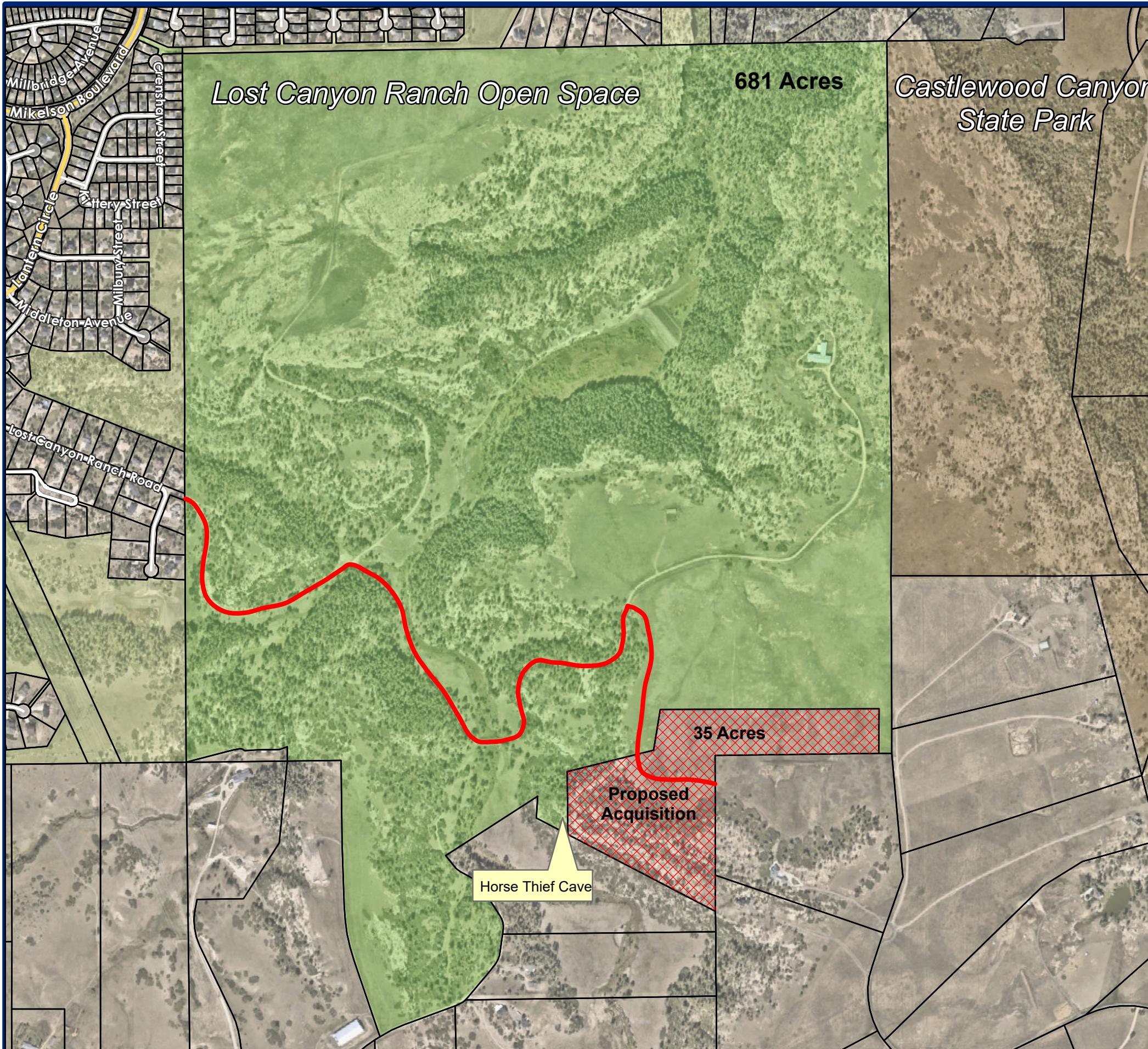
Location Map and Legal Description of the Property
(to be inserted following completion of the Due Diligence Period)

EXHIBIT 2

Form of Special Warranty Deed for the Property
(to be inserted following completion of the Due Diligence Period)

EXHIBIT 3

Form of Special Warranty Deed for the Water Rights
(to be inserted following completion of the Due Diligence Period)



Lost Canyon Ranch Open Space

Proposed Acquisition

Legend

- State Park
- Open space
- HOA open space
- Existing access agreement

Owner Name: GUARDIAN ANGEL TRUST
Account Number: R0471906
State Parcel Number: 250721100001
Account Type: Agricultural
Legal Description: PART OF NW1/4NE1/4 21-8-66 & PART S1/2SE1/4 35.00 AM/L

0 0.1 0.2 0.4 0.6 Miles

Disclaimer: The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product to the public the Town of Castle Rock assumes no liability for its use or accuracy. For questions or comments regarding omissions, corrections, or updates please visit CRgov.com/directory for contact information.

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 Coordinate System: SPCS Colorado Central (0502)
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 Units: Foot US
 Creation Date: 11/7/2025





Town of Castle Rock

Agenda Memorandum

Agenda Date: 1/6/2026

Item #: 12. **File #:** ORD 2026-002

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Michael J. Hyman, Town Attorney

Ordinance Amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code Regarding the Disposition and Lease of Real Property Owned by the Town (First Reading)

Executive Summary

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

Background

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

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

Proposed Changes

The ordinance includes the following key amendments:

- **Property Disposition**

Allows Town Council approval by resolution for property exchanges involving an identified

Item #: 12. File #: ORD 2026-002

party where the Town acquires other real property.

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

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

- Leasing of Real Property**

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

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

Fiscal Impact

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

Staff Recommendation

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

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

Proposed Motions

Approval

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

Alternative Motions

Approval with Conditions

Item #: 12. File #: ORD 2026-002

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

Continue item to next hearing (need more information)

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

Attachments:

Attachment A: Ordinance

ORDINANCE NO. 2026-002

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

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

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

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

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

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

14.02.040 - Property disposition.

- A. The Town may dispose of a fee interest in real property upon such terms and conditions as the Town Council may determine, in compliance with the provisions of Section 31-15-713, C.R.S. provided that the disposition of real property qualifying under the following subsections B, **and C, D, AND E** may be approved by Town Council without voter approval.
- B. Any real property which is not (i) within Town limits, (ii) contiguous with the Town boundary, and (iii) currently utilized or planned for use in providing municipal services may be disposed of by ordinance.
- C. Any real property utilized for off-street vehicular parking may be disposed of by ordinance provided such off-street parking is determined to be surplus to current or future municipal or public use, or the disposition will result in the development of alternate parking facilities.
- D. **ANY AGREEMENT TO CONVEY REAL PROPERTY TO AN IDENTIFIED PARTY IN EXCHANGE FOR ACQUIRING OTHER REAL PROPERTY MAY BE APPROVED BY RESOLUTION.**

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

1. THE TOWN COUNCIL FINDS AND DETERMINES THAT SUCH SALE, EXCHANGE, OR DISPOSITION SERVES A PUBLIC PURPOSE AND IS IN THE BEST INTERESTS OF THE TOWN AND ITS RESIDENTS; AND
2. THE CONVEYANCE DOCUMENT INCLUDES A RIGHT OF REVERSION TO THE TOWN IN THE EVENT THAT THE REAL PROPERTY IS CONVEYED TO A FOR PROFIT ENTITY OR IS NO LONGER USED FOR THE PUBLIC PURPOSE FOR WHICH IT WAS INITIALLY CONVEYED

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

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

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

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

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

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

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

14.02.050 - Lease of real property.

- A. Except as provided in Subsection B, C, and D, below, the TERMS AND CONDITIONS OF ANY lease of any real property OWNED BY THE TOWN ~~for a term of less than one (1) year shall be authorized by Town Council resolution or at the option of the Town Council by ordinance. Any lease of real property interests for a term of greater than one (1) year shall be authorized and approved only by ordinance.~~
- B. The lease of any real property owned by the Town for the placement of (i) micro facilities, or (ii) small cell facilities, all as defined in Chapter 17.60 of ~~the Castle Rock Municipal Code ("CRMC")~~ THIS CODE, may be authorized administratively by the Town Manager or his/her designee.
- C. The lease of any real property owned by the Town for the placement of macro cell wireless communication facilities, as defined in Chapter 17.60 of ~~the CRMC~~ THIS CODE, ~~may be authorized by Town Council resolution. Provided, however, a macro facility located on an existing structure, other than A T-towers, as defined in Chapter 17.60 of the CRMC~~, may be authorized administratively by the Town Manager of his/her designee, pursuant to 17.60.060.B.1.c of ~~the CRMC~~ THIS CODE.
- D. The lease of water rights ~~may be authorized by the Director of Castle Rock Water or his/her designee~~ in the amount of less than or equal to ten (10) acre feet and for a term not to exceed one (1) year MAY BE AUTHORIZED BY THE DIRECTOR OF CASTLE ROCK WATER OR HIS/HER DESIGNEE. At a minimum, the price for water leases shall be set at market value, but in no event less than three hundred dollars (\$300.00) per acre foot. The cumulative amount of leases authorized pursuant to this subsection D. shall not exceed fifty (50) acre feet in any calendar year.

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

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

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

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

ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

Michael J. Hyman, Town Attorney

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

David L. Corliss, Town Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made and entered into this ____ day of _____, 2025 (the "Agreement"), by and between **GUARDIAN ANGEL TRUST**, 1175 Castle Pointe Drive, Castle Rock, Colorado 80104 (the "Seller"), and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town") (collectively, the Town and the Seller are referred to as the "Parties").

RECITALS

A. The Town has recently acquired certain property known as the Lost Canyon Ranch Open Space, which it intends to preserve for the benefit of the general public as a site for passive outdoor recreation and education.

B. The Seller owns certain real property located adjacent to the southeastern border of the Lost Canyon Ranch Open Space (the "Lost Canyon Ranch"), which property is more particularly described in the location map and legal description attached hereto and incorporated herein by reference as ***Exhibit 1*** (the "Property").

C. In addition, the Seller owns (i) certain non-tributary groundwater rights associated with the Property in the Lower Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers, which rights have been adjudicated in Case No. 85CW442, District Court, Water Division 1 on April 29, 1987; and (ii) certain wells and appurtenant equipment associated with the Property represented by Well Permit No. 66296-F issued by the Colorado Division of Water Resources on September 25, 2007 (collectively, the "Water Rights")

D. Accordingly, the Seller is willing to sell the Property and Water Rights to the Town and the Town is willing to purchase the Property and Water Rights from the Seller subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and conditions contained in this Agreement, the Parties agree as follows:

1. Purchase and Sale Agreement; Purchase Price. For the consideration hereinafter set forth, and subject to the terms, provisions, covenants and conditions contained herein, Seller shall convey and Town shall purchase and acquire the Property and Water Rights. The total purchase price for the Property and the Water Rights is One Million, One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (the "Purchase Price"). The Purchase Price includes total compensation for all interests in the Property and Water Rights, including all improvements and appurtenances. The Purchase Price shall be tendered by the Town to the Seller in readily available funds at the Closing as provided for in Section 2 of this Agreement. Upon Closing, this settlement shall be deemed final.

2. Closing.

A. **Title Company.** Within ten (10) business days following the date upon which this Agreement has been executed by both the Seller and the Town (the "Execution Date"), the Parties shall open an escrow with Fidelity National Title – National Commercial Services (the "Title

Company”), for the purpose of consummating the purchase and sale of the Property and the Water Rights in accordance with the terms of this Agreement.

B. Closing. Escrow for the Property and Water Rights shall close on or before April 1, 2026, or such other date mutually agreed to in writing by the Parties (the “Closing Date”). The escrow instructions shall be based upon the terms and conditions set forth in this Agreement. Notwithstanding any provision of this Agreement to the contrary, the “Closing” shall be contingent upon:

- i. The passage of a resolution by the Town Council approving the purchase of the Property and Water Rights; and
- ii. The final adoption of an ordinance appropriating sufficient funds for the purchase of the Property and Water Rights.

C. Closing Documents.

- i. Seller’s Documents. At least one (1) business day prior to the Closing Date, the Seller shall submit to the Title Company:
 - a. One (1) original duly executed, acknowledged, and dated special warranty deed for the Property, in substantially the form attached hereto and incorporated herein as **Exhibit 2**, suitable for recordation, conveying to the Town fee simple title to the Property (the “Property Deed”). The Property Deed shall be recorded in the official records of Douglas County, Colorado, at the close of escrow, which shall vest title to the Property in the Town. The Property Deed takes exception to any Permitted Exceptions set forth in the Title Commitment (as defined in Section 4, below) for the Property to which the Town has not objected;
 - b. One (1) original duly executed, acknowledged, and dated special warranty deed for the Water Rights in substantially the form attached hereto and incorporated herein as **Exhibit 3**, suitable for recordation, conveying to the Town title to the Water Rights (the “Water Rights Deed”). The Water Rights Deed shall be recorded in the official records of Douglas County, Colorado, at the close of escrow, which shall vest title to the Water Rights in the Town; and
 - c. Such other customary instruments and documents as may be reasonably requested by the Title Company relating to the Seller, the Property and Water Rights, and as otherwise required to transfer the Property and Water Rights to the Town pursuant to the terms and conditions of this Agreement.
- ii. Town’s Documents. At least one (1) business day prior to the Closing Date, the Town shall submit to the Title Company:

- a. One (1) original duly executed certificate of acceptance to be attached to the Property Deed;
- b. One (1) original duly executed certificate of acceptance to be attached to the Water Rights Deed;
- c. The Town's specific closing instructions consistent with this Agreement; and
- d. Such other instruments and documents as may be reasonably requested by the Title Company as otherwise required to transfer the Property and Water Rights to the Town pursuant to the terms and conditions of this Agreement.

D. Funds. At Closing, the Town shall deliver the Purchase Price, plus/minus any additional amounts necessary to cover costs, credits and/or prorations under this Agreement, to the Title Company in the form of a wire transfer or certified funds.

E. Taxes. At Closing, the Seller shall pay, or cause to be paid, all real property taxes on the Property that have accrued through the Closing Date.

F. Closing Costs and Due Diligence Fees. The Town shall pay all costs associated with the Closing, including recording and documentary fees, if any. The Town shall also pay all costs associated with completing due diligence on the Property and Water Rights (as defined in Section 4, below). Town shall pay the premium for the title policies and any endorsements (defined in Section 2.H below). All other fees and charges will be allocated according to custom of Douglas County, Colorado, the county in which the Property and Water Rights are located. Each Party shall each be responsible for their respective broker and attorney's fees, as well as any other expenses incurred by it in connection with the Closing and this Agreement.

G. Possession. The Seller shall deliver possession of the Property to the Town as of the Closing Date.

H. Title Insurance Policy. At Closing, the Town will obtain a standard coverage owner's policy of title insurance, in form and substance acceptable to the Town, with such endorsements as requested and paid for by the Town, in the full amount of the Purchase Price, insuring that title to the Property is vested in the Town on the Closing Date, subject only to the permitted exceptions set forth in the Title Commitment (as defined in Section 4, below) for the Property to which the Town has not objected (the "Title Policy").

3. Earnest Money.

A. Deposit. Within ten (10) business days following the Execution Date (the "Deposit Date"), the Town shall deliver the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to the Title Company, as escrow holder, for deposit into an interest-bearing account. Such sum shall be delivered to the Title Company in the form of a wire transfer or certified funds. This deposit, together with any interest earned thereon, is collectively referred to as the "Earnest Money"). The Title Company's receipt of the earnest Money shall be acknowledged in writing

provided to both Parties. At Closing, the Earnest Money will be paid to the Seller as part of the Purchase Price.

B. **Purpose.** The purpose of the Earnest Money deposit is to allow the Town to undertake and complete its due diligence investigation of the Property and Water Rights as provided in Section 4 of this Agreement. If, as the result of such investigation, the Town exercises its right to terminate as provided in Section 5 of this Agreement and, as a result, is unable to proceed with the Closing, the Title Company shall return the Earnest Money to the Town.

4. Due Diligence and Title Review.

A. **Due Diligence Period.** The Town shall have a period of sixty (60) calendar days from the Deposit Date in which Town and Town's agents, contractors, employees and permittees (collectively, the "Town's Permittees") shall verify and ascertain the suitability of the Property and Water Rights for Town's intended use, in Town's sole and absolute discretion (the "Due Diligence Period"). Town and/or Town's Permittees may, at any time during the Inspection Period, enter upon the property for the purpose of inspecting the Property and Water Rights, including making a survey of the Property, conducting a Phase 1 environmental assessment, and undertaking such other testing and investigation as Town shall deem necessary for its intended uses of the Property and Water Rights.

B. **Title Insurance Commitment.** The Town shall be responsible for obtaining a commitment for title insurance for the Property from the Title Company (the "Title Commitment") and for furnishing a copy of the Title Commitment to the Seller. Upon receipt, the Town shall promptly review the Title Commitment and notify the Title Company and the Seller of any objections it may have to the exceptions set forth in Schedule B-2 of the Title Commitment. Any exceptions to which the Town does not object shall be deemed to have been accepted by the Town and incorporated into the Property Deed as permitted exceptions to the Property title (the "Permitted Exceptions").

C. **Property Condition and Inspection.** The Town shall be responsible for conducting various investigations regarding the physical condition of the Property, including, but not limited to, a Phase 1 environmental assessment for the purpose of determining current or historical uses of the Property have impacted the soil or groundwater beneath the Property and could pose a threat to the environment and/or human health. The Seller shall allow reasonable access to the Property to the Town and/or the Town's Permittees for the purpose of conducting such assessment. Upon completion, the Town shall provide to the Seller a copy of the final assessment, as well as any other report or assessment commissioned by the Town with respect to the Property.

D. **Water Rights Condition and Inspection.** The Town shall be responsible for conducting various investigations regarding the suitability of the Water Rights for the Town's intended use. The Seller shall allow reasonable access to the Property to the Town and/or the Town's Permittees for the purpose of conducting such investigations and for inspecting any well site on the Property. In addition, the Seller shall make available to the Town and the Town's Permittees, copies of its files and records related to the Water Rights, including, but not limited to, any documents related to title for the Water Rights; previous title opinions; water decrees

and well permits; water rights engineering reports, technical reports and correspondence; environmental reports and studies; and all other information and documentation pertaining to the Water Rights in the Seller's possession.. Upon completion, the Town shall provide to the Seller a copy of any final report, assessment, or opinion commissioned by the Town with respect to the Water Rights.

E. ALTA Survey. The Town has retained True North Surveying & Mapping, LLC (the "Surveyor") to make an ALTA/NSPS Land Title Survey of the Property (the "Survey") and to identify possible encroachments. The Seller shall allow reasonable access to the Property to the Surveyor for the purpose of making the Survey. The Town shall be responsible for reviewing and approving the Survey and shall provide a copy of the Survey to the Seller and to the Title Company.

F. Appraisal. The Town represents to the Seller that it has not obtained an appraisal for the Property and Water Rights. The Parties agree, however, that the Purchase Price is based upon:

- i. The Appraisal obtained by The Conservation Fund, on behalf of itself and the Town, and prepared by CBRE Valuation and Advisory Services, dated August 15, 2023, for the Lost Canyon Ranch; and
- ii. The sum paid by the Seller to the previous owner of the Property and Water Rights, the William E. Jobe Trust, when Seller acquired the Property and Water Rights on December 27, 2023.

5. Conditions Precedent to Closing. If, upon Closing, any condition precedent set forth in this Section 5 is not satisfied or waived by the Party for whose primary benefit it exists, said benefited Party may terminate this Agreement by written notice to the other Party, and the Parties shall have no further obligation to each other under this Agreement.

A. Seller's Conditions:

- i. All instruments described in Section 2.C.i will be delivered to the Title Company;
- ii. All funds described in Section 2.D will be delivered to the Title Company;
- iii. All representations and warranties made by the Town in Section 8 below shall be true and correct in all material respects as of the Closing Date; and
- iv. The Town shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by Town prior to, or as of, the Closing Date.

B. Town's Conditions.

- i. All instruments described in Section 2.C.ii will be delivered to the Title Company;

- ii. The Title Company is in a position and is prepared to issue to the Town the Title Policy;
- iii The Town must be satisfied with the update of the Title Commitment prior to Closing in accord with Section 4.B above.
- iv. The Town must be satisfied with the results of the Phase 1 environmental assessment prior to Closing in accord with Section 4.C above.
- v. The Town must be satisfied with the results of its inspection of the Water Rights prior to Closing in accord with Section 4.D above.
- vi. The Town must be satisfied with the results of the Survey prior to Closing in accord with Section 4.E above.
- vii. All representations and warranties made by the Seller in Section 7 below shall be true and correct in all material respects as of the Closing Date;
- viii. The Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by the Seller prior to, or as of, the Closing Date;
- ix. The Town Council shall have passed a resolution approving the purchase of the Property and Water Rights; and
- x. The Town Council shall have finally adopted an ordinance appropriating sufficient funds for the purchase of the Property and Water Rights.

6. Town's Covenants.

- A. **As-Is.** The Property and Water Rights are being sold and conveyed hereunder and the Town agrees to accept the Property as Water Rights "As Is" and subject to any condition which may exist, without any representation or warranty by the Seller except as expressly set forth in Section 7 below. Town acknowledges and agrees that, other than the representations and warranties set forth in Section 7 below, the Seller makes no representations or warranties, express or implied, as to the Property, the Water Rights, or the transaction contemplated by this Agreement. The Town acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.
- B. **Release.** Upon the Close of Escrow, other than with respect to a breach of an express representation of the Seller as set forth in Section 7 below, Town hereby agrees to assume all risks and liabilities related to the Town's ownership of the Property and Water Rights (including without limitation the physical/environmental condition of the Property and Water Rights, and its value, fitness, or use) whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from the Property and Water

Rights (including without limitation the physical/environmental condition of the Property and Water Rights, and its value, fitness, or use).

C. Survival. Notwithstanding any provision of this Agreement to the contrary, the provisions set forth in this Section 6 shall survive the Closing.

7. Seller's Representations and Warranties. The Seller represents to the Town that:

A. Power and Authority. The Seller is a duly organized and legally existing trust under the laws of the State of Colorado. The execution and delivery by the Seller of, and the Seller's performance under, this Agreement are within the Seller's powers and have been duly authorized by all requisite action, and the person executing this Agreement on behalf of the Seller has the authority to execute and deliver this Agreement.

B. Ownership. The Seller is the sole owner of the Property and Water Rights, which Property and Water Rights are free and clear of any and all liens, claims, and other encumbrances.

C. Valid Agreement. This Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable in accordance with its terms, and subject to laws applicable generally to bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

D. No Breach. Performance of this Agreement by the Seller will not result in a breach of, or constitute any default under any agreement or instrument to which the Seller is a party, which breach or default will adversely affect the Seller's ability to perform its obligations under this Agreement.

E. Bankruptcy. The Seller:

- i. Is not in receivership or dissolution;
- ii. Has not made any assignment for the benefit of creditors;
- iii. Has not admitted in writing its inability to pay its debts as they mature;
- iv. Has not been adjudicated a bankrupt;
- v. Has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state; or
- vi. Does not have any such petition described in Section 7.E.v above filed against the Seller.

F. Environmental. The Seller has not received any written notice alleging the Property and/or Water Rights are in violation of applicable federal, state and local laws, ordinances and

regulations relating to hazardous waste or materials, industrial hygiene or the environmental conditions on, under or about the Property and Water Rights.

- G. Pending Litigation. The Seller has no written notice of any pending litigation that relates to the Property and/or Water Rights.
- H. Due Diligence Obligations. The Seller shall promptly comply with its due diligence obligations in Section 4, above, and will not withhold or unreasonably delay delivery of any due diligence materials to the Town.

8. Town's Representations and Warranties. The Town represents to the Seller that:

- A. Power and Authority. The Town is a duly organized and legally existing home rule municipality of the State of Colorado. The execution and delivery by the Town of, and the Town's performance under, this Agreement are within the Town's corporate powers and have been duly authorized by all requisite action, and the persons executing this Agreement on behalf of the Town have the corporate authority to execute and deliver this Agreement.
- B. Valid Agreement. This Agreement constitutes the legal, valid and binding obligation of the Town, enforceable in accordance with its terms, and subject to laws applicable generally to bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
- C. No Breach. Performance of this Agreement by the Town will not result in any breach of, or constitute any default under, any agreement or other instrument to which the Town is a party, which breach or default will adversely affect the Town's ability to perform its obligations under this Agreement.
- D. Bankruptcy. The Town:
 - i. Is not in receivership or dissolution;
 - ii. Has not made any assignment for the benefit of creditors;
 - iii. Has not admitted in writing its inability to pay its debts as they mature;
 - iv. Has not been adjudicated a bankrupt;
 - v. Has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state; or
 - vi. Does not have any such petition described in Section 7.E.v above filed against the Town.
- E. Pending Litigation. The Town has no written notice of any pending litigation that relates to its authority to purchase the Property and/or Water Rights.

F. **Due Diligence Obligations.** The Town shall promptly comply with its due diligence obligations in Section 4, above, and will not withhold or unreasonably delay the completion of such due diligence obligations or the delivery of any due diligence materials to the Seller.

9. Responsibility During the Due Diligence Period.

A. **Insurance.** The Seller shall have full control over the Property and Water Rights during the Due Diligence Period. The Seller shall carry its own property and casualty insurance with respect to the Property and Water Rights in an amount sufficient to ensure that the Property and Water Rights are fully and reasonably protected against any loss, injury, or damage.

B. **Use of the Property during the Due Diligence Period.** During the Due Diligence Period, the Seller shall:

- i. Only use the Property and Water Rights in accord with any and all applicable federal, state, and local laws, rules and regulations;
- ii. Neither create nor record against title any liens for labor or material on the Property or Water Rights, nor suffer any such liens to be created and recorded against title by any third party;
- iii. Not permit any waste or destruction of the Property or Water Rights;
- iv. Permit the Town and the Town's Permittees entry to inspect the Property and Water Rights.

C. **Seller's Obligations during the Due Diligence Period.** Prior to Closing, the Seller shall not sell, convey, lease, assign, or otherwise encumber the Property or Water Rights or enter into a contract to sell, convey, lease, assign, or otherwise encumber the Property or Water Rights with any third party.

10. Remedies. If either Party alleges a default of this Agreement, it shall give notice of default to the other Party. In that event, the defaulting Party shall have ten (10) business days to cure such default. If a timely cure of the default is not affected, the non-defaulting Party shall have the remedies provided for in this Section 10.

A. **Seller's Remedies.** If the Town defaults in the performance of any of its obligations, promises, or commitments under this Agreement, or if the Town breaches any of its representations or warranties hereunder, the Seller, as its sole and exclusive remedy, may terminate this Agreement. The Seller hereby waives and relinquishes all of its rights to bring an action for specific performance of this Agreement or to pursue actual damages against the Town.

B. **Town's Remedies.** If the Seller defaults in the performance of its obligations, promises, or commitments under this Agreement, or if the Seller breaches any of its representations or warranties hereunder, the Town, as its sole and exclusive remedies, may terminate this

Agreement or pursue the Seller for specific performance of this Agreement. The Town hereby waives and relinquishes all of its rights to pursue actual damages against the Seller.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement by one Party without the prior written consent of the other Party.

12. Notices. If, under the terms of this Agreement, notice is required to be provided to either Party, such notice shall be deemed provided upon personal delivery, three (3) business days after the mailing of the same by registered or certified mail, return receipt requested, when delivered and signed for by an overnight delivery service, or when delivered by email transmission for which automatic confirmation or written acknowledgement has been received, addressed in each case as follows:

If to the Seller:

Guardian Angel Trust
Attn: Thomas Sandgaard, Trustee
1175 Castle Pointe Drive
Castle Rock, Colorado 80104
Email: tsandgaard@sandgaardcapital.com

If to the Town:

Town of Castle Rock
Attn: Jeff Brauer, Director of Parks & Recreation
1375 W. Plum Creek Parkway
Castle Rock, Colorado 80109
Email: jbrauer@crgov.com

With a copy to:

Town of Castle Rock
Attn: Michael J. Hyman, Town Attorney
100 N. Wilcox Street
Castle Rock, Colorado 80104
Email: mhyman@crgov.com

If to the Title Company:

Fidelity National Title –
National Commercial Services
Attn: Eric Stearns, Vice President
8055 East Tufts Avenue, Suite 300
Denver, Colorado 80237
Email: estearns@fnf.com

Either Party may change the address to which notices should be sent by giving the other Party written notice for the new address in the manner set forth in this Section 12.

13. Section Headings. The Section headings contained in this Agreement are for convenience only and shall not, in any way, enlarge or limit the scope, meaning, or intent of the various Sections of this Agreement.

14. Additional Documents or Action. The Parties agree to execute any additional documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated and to take such additional action as may be necessary, desirable, or proper to carry out the intent and purposes of this Agreement.

15. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter, ordinances, rules and regulations of the Town. Any legal action concerning the provisions of this Agreement shall be brought in the District Court in and for the County of Douglas, State of Colorado.

16. Entire Agreement. This Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between the Seller and the Town with respect to the subject matter hereof.

17. Amendments. Any modification, amendment or extension of this Agreement must be in writing signed by both the Seller and the Town.

18. Counterpart Execution; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. This Agreement may also be executed and delivered via facsimile and a facsimile signature shall have the same legal effect as an original signature.

19. Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

20. Recitals and Exhibits Incorporated by Reference. The recitals, above, and the exhibits attached hereto are an integral part of this Agreement and are hereby incorporated into this Agreement by reference.

21. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Governmental Immunity. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to the Town under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

[Signature pages to follow]

IN WITNESS WHEREOF, this Agreement is effective as of the date executed by both Parties.

SELLER:

GUARDIAN ANGEL TRUST

Signed by:

Thomas Sandgaard

Thomas Sandgaard, Trustee
7ABEF261483A494

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23rd day of December, 2025, by Thomas Sandgaard, as Trustee for the Guardian Angel Trust.

Witness my hand and official seal.

My commission expires: 9/30/2028.

(S E A L)

DS

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

DocuSigned by:

Shannon Eklund
Notary Public
7ABEF261483A494

DAN#:20084033388-687208

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Jeff Brauer, Director of Parks & Recreation

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jason Gray, as Mayor, and Lisa Anderson, as Town Clerk, for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT 1

Location Map and Legal Description of the Property

(to be inserted following completion of the Due Diligence Period)

EXHIBIT 2

Form of Special Warranty Deed for the Property
(to be inserted following completion of the Due Diligence Period)

EXHIBIT 3

Form of Special Warranty Deed for the Water Rights
(to be inserted following completion of the Due Diligence Period)