

**RESOLUTION NO. 2025-139**

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING 14, FROM THE TOWN OF CASTLE ROCK TO CVR PA3A LLC AND THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING CONCERNING THE DEVELOPMENT OF SUCH PROPERTY BETWEEN THE TOWN AND CVR PA3A LLC**

**WHEREAS**, on February 27, 2007, the Town Council (the “Town Council”) of the Town of Castle Rock (the “Town”) adopted Ordinance No. 2006-59 approving Major Amendment No. 3 to the Crystal Valley Ranch Preliminary Planned Development Site Plan (the “2007 Site Plan”) and the Amended and Restated Development Agreement (the “2007 Agreement”) with Maple Grove Land LP, Richard A. Putnam, Wayne E. Brown Family LLC, Crystal Valley Ranch Development Co, LLC, Crystal Valley Ranch Master Association, Inc., and Crystal Valley Metropolitan District No. 1 (collectively, the “Original Developers”); and

**WHEREAS**, among other things, Section 7.01 of the 2007 Agreement provided for the dedication of a 20.171-acre site (the “Property”) to the Town for use as a middle school by the Douglas County School District RE-1 (the “District”), which Property is described in the legal description attached hereto as *Exhibit A*; and

**WHEREAS**, the 2007 Agreement further provided that such dedication was to be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; (ii) within 30 days’ notice that District funding is in place for the school, or (iii) December 31, 2009; and

**WHEREAS**, on February 14, 2012, the Town Council adopted Ordinance No. 2011-35 approving Major Amendment No. 4 to the Crystal Valley Ranch Preliminary Planned Development Site Plan and the Second Amended and Restated Development Agreement (the “2011 Agreement”) the Owners; and

**WHEREAS**, among other things, the 2011 Agreement changed the timing of such dedication by providing that it would be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; or (ii) within 30 days’ notice that District funding is in place for the school; and

**WHEREAS**, on February 3, 2015, following the recordation of the first plat in Planning Area 3, the Property was conveyed by the Original Developers to the Town by means of a special warranty deed, which deed is filed in the Douglas County property records at Reception No. 2015007386; and

**WHEREAS**, Section 7.01 further provides that, irrespective of such dedication, in the event that the District gives written notice to the Town that it will never utilize the Property for a school, then the site may be developed in accordance with the zoning regulations, preliminary site plan, and zoning ordinance for the Crystal Valley Ranch Planned Development (collectively, the “Development Plan”); and

**WHEREAS**, on February 3, 2025, the Town received written notice from the District Superintendent that, due to changing enrollment patterns, the District has determined that it will not use the Property for a school; and

**WHEREAS**, CVR PA3A LLC, as successor in interest to the Original Developer (the “Current Developer”), has informed the Town that it will be exercising its rights under the 2007 Agreement to have the Property re-conveyed to it for residential development in accordance with the Development Plan; and

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

**WHEREAS**, Section 31-15-713(1)(b), C.R.S., expressly allows the Town to dispose of property not used or held for any governmental purpose by means of an ordinance; and

**WHEREAS**, given that: (i) the Town Council expressly approved residential zoning for the Property in the 2007 Site Plan and (ii) no rights in and to the Property were ever conveyed to the District, the Town Council hereby finds and determines that the Town neither used nor held the Property for a governmental purpose within the meaning of Section 31-15-713, C.R.S.; and

**WHEREAS**, accordingly, the Town Council further finds and determines that Ordinance No. 2006-59 provides the requisite authority for the Town to dispose of the Property by reconveying it to the Current Developer as contemplated in Section 7.01 the 2007 Agreement; and

**WHEREAS**, Town Staff and the Current Developer have reached an agreement in principle on the terms and conditions of a Memorandum of Understanding (the “MOU”) whereby the Town will work with the Current Developer to bring into effect a site development plan for the Property that will be consistent with the configuration described in the map attached hereto as ***Exhibit B***; and

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

- i. The subdivision of the Property to identify an approximately 0.9-acre parcel located on the eastern boundary of such Property described in ***Exhibit B*** as the “the “Land Swap Area;”
- ii. The subdivision of Rhyolite Park to identify an approximately 0.9-acre parcel located immediately to the west of the Property described in ***Exhibit B*** as “Open Space to CVR” Area;
- iii. The exchange of the “Land Swap Area” and the “Open Space to CVR” Area between the Town and the Current Developer; and
- iv. The rezoning of the “Open Space to CVR” Area in accordance with its future use and the granting of any related encumbrances to further such use (*e.g.*, to provide

emergency vehicle access or temporary construction easements necessitated by the swap); and

**WHEREAS**, the exchange of these parcels will allow for development of the Property to proceed with: (i) the replacement of a proposed roadway with a landscaped buffer area to be located between the Property and the existing residential neighborhood located directly to the east; (ii) the addition of a road connection on the west side of the Property to Rhyolite Regional Park; and (iii) the replacement of the northernmost road connection to the existing residential neighborhood with a cul de sac and any necessary emergency vehicle access; and

**WHEREAS**, in addition, the Current Developer has consented in the MOU to the use by the Town of approximately \$754,000 in previously deposited funds for the purpose of constructing a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park; and

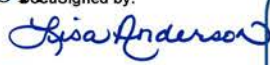

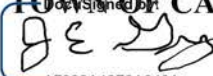
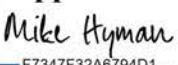

**WHEREAS**, the Town Council finds that it is in the best interests of the Town and its residents to authorize the execution of the MOU.

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

**Section 1. Reconveyance of the Property.** In accordance with Section 14.02.060 of the Castle Rock Municipal Code, the Town Manager and Town Attorney are hereby directed to reconvey the Property described in *Exhibit A* to this Resolution to the Current Developer by special warranty deed.

**Section 2. Memorandum of Understanding.** The MOU between the Town and the Current Developer is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Town Manager and other proper Town officials are hereby authorized to execute the MOU and any technical amendments thereto by and on behalf of the Town.

**PASSED, APPROVED AND ADOPTED** this 21st day of October, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 6 for and 1 against.

<p><b>ATTEST:</b></p> <p>Signed by:</p> <p></p> <p>298A8A4EDEF34AF...</p> <p>Lisa Anderson, Town Clerk</p>	<p>DS</p> 	<p><b>TOWN OF CASTLE ROCK</b></p> <p>Signed by:</p> <p></p> <p>A7938A42F3A848A...</p> <p>Jason Gray, Mayor</p>
<p><b>Approved as to form:</b></p> <p></p> <p>F7347F32A6794D1...</p> <p>Michael J. Hyman, Town Attorney</p>		<p><b>Approved as to content:</b></p> <p>Signed by:</p> <p></p> <p>1YBB5437CFF75414...</p> <p>David L. Corliss, Town Manager</p>

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

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

Exhibit B  
Property Swap Map



**MEMORANDUM OF UNDERSTANDING  
and  
AGREEMENT**

**This Memorandum of Understanding and Agreement (“Agreement”)** is made effective according to its terms and dated this 21st day of October, 2025, by and between CVR PA3A LLC, a Colorado limited liability company (the “**Developer**”), and the Town of Castle Rock, a home rule municipality (the “**Town**”).

**Recitals:**

**WHEREAS**, the Town and the Developer’s predecessor in interest entered into that certain Development Agreement dated February 21, 2012 and recorded in the Official Records of Douglas County, Colorado at Reception No. 2012013156 (the “**Development Agreement**”);

**WHEREAS**, the Development Agreement requires the Town to reconvey Lot 1, Block 2, Crystal Valley Ranch Filing No. 14 (the “**Property**”) to the Developer if the Douglas County School District RE-1 gives written notice to Town that it will never utilize the site for a school pertaining to certain real property.

**WHEREAS**, the Douglas County School District RE-1 delivered such notice to the Town on February 3, 2025;

**WHEREAS**, as of the date of this Agreement, the Town has not reconveyed the Property to the Developer and the Developer has alleged that the Town is in default of its obligations under the Development Agreement (the “**Dispute**”);

**WHEREAS**, developer has proposed to develop the Property in accordance with Site Plan A attached hereto and incorporated herein.

**WHEREAS**, in an attempt to settle the Dispute, the Town and the Developer, working together, have approved the development of the Property, as modified by this Agreement, reasonably in accordance with Site Plan B attached hereto and incorporated herein;

**WHEREAS**, the parties have agreed that the development of the Property, as modified by this Agreement, pursuant to Site Plan B is beneficial to both the Town and the Developer; and

**WHEREAS**, the parties wish to avoid the expense and vagaries of litigation in relation to the Development Agreement, and desire to resolve the Dispute on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:



1. **Reconveyance of the Property.** The Town shall reconvey the Property to the Developer with the with the same quality of title as the Town received on or before October 24, 2025 (the “**Reconveyance**”).

2. **Swap Parcels.** The parties have identified an area of the Reconveyed Parcel (the “**Developer Swap Parcel**”) identified on Exhibit A attached hereto and incorporated herein and an equal area of the Town (the “**Town Swap Parcel**”) identified on Exhibit B attached hereto and incorporated herein. The Property, together with the Town Swap Parcel and less the Developer Swap Parcel is referred to herein as the “**Reconfigured Property.**”

3. **Transfer of Swap Parcels.** The Town shall convey the Town Swap Parcel to Developer, with a Special Warranty Deed, subject to only those permitted exceptions approved by Developer in writing. Developer shall transfer the Developer Swap Parcel to the Town with the same quality of title it received from the Town in the Reconveyance provided that the following conditions are satisfied:

- A. The Town shall have rezoned and, if required, replated the Town Swap Parcel such that the Town Swap Parcel has the same final and unappealable zoning, rights, and entitlements as the Property.
- B. The Town acknowledges and shall not unreasonably withhold any variances, approvals, easements, and consents reasonably required in connection with the development of the Reconfigured Property as set forth on Site Plan B. For the avoidance of any ambiguity, the Town further acknowledges that the Developer intends to submit for Town review and approval a Site Development Plan which is reasonably consistent with the plan shown on Site Plan B. It is the express intent of the parties that the Reconfigured Property may be developed in accordance with Site Plan B. Review of the Site Development Plan shall be conducted in accordance with all Town policies and procedures applicable to residential development. The Town shall not impose any fees, exactions, or other obligations upon the Developer with respect to the development of the Reconfigured Property in excess of what is required of residential development under applicable Town regulations.
- C. The Town represents and warrants that in no event shall the entitlements required for the development of the Reconfigured Property, the issuance of building permits for the Reconfigured Property, any requirement for offsite improvements, or the fees due to the Town in connection with the development of the Reconfigured Property in reasonable accordance with Site Plan B be materially different than the same would have been if the Property was developed in accordance with the plan set forth on Site Plan A (together, the “**Town Conditions**”).

4. **Town Condition Deadline.** The Town, as its sole cost and expense, shall satisfy the Town Conditions set forth in Section 3.A above by no later than March 1, 2026 (the “**Condition Deadline**”) and the parties shall consummate the transfers identified in Section 3.A above five days after the satisfaction of the Town Conditions.

5. **Intersection Control Improvements.** The parties acknowledge that the payments required by Section 6.13 of the Development Agreement have been paid to the Town and that the Town is holding approximately \$754,000 in previously deposited funds. The Developer expressly consents to the Town's use of such funds to construct a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park.

6. **Liquidated Damages.** The parties acknowledge that the Developer will be irreparably harmed if the Town fails to satisfy the Town Conditions by the Condition Deadline and the actual damages that might be sustained by Developer are uncertain and difficult to ascertain, and that after negotiation, the parties have made their best reasonable estimate of such damage and have agreed that the Town will be responsible for all actual out of pocket expenses incurred by Developer in connection with the Dispute and the preparation of development plans for the Property pursuant to Site Plan A incurred as of the Condition Deadline if the Town Conditions are not satisfied by the Condition Deadline. In addition, if the Town fails to satisfy the Town Conditions by the Condition Deadline, the Town will promptly work in good faith with the Developer to provide all approvals necessary for the entitlement and development of the Property in accordance with Site Plan B.

7. **Default.** If either party breaches its obligations in this Agreement, the other party shall have all remedies available at law, in equity and as set forth in the Development Agreement with respect to the Dispute and any breach of this Agreement.

8. **Binding Nature.** This Agreement shall be construed as covenants running with the land. This Agreement (and its rights and obligations) shall inure to the benefit of and be binding upon the parties hereto and their respective successors-in-title. Section 3 shall survive the consummation of the property swap contemplated by this Agreement.

9. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the City's immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

10. **No Development Obligation.** Nothing in this Agreement shall be construed as an obligation for the Developer to develop the Property or the Reconfigured Property and in no event shall any development be restricted to the site plans attached hereto; provided, however, that any development of the property shall be in compliance with all applicable laws.

11. **Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement.

12. **Prevailing Party.** In the event of any litigation, dispute or contest arising from a breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection with such litigation, dispute or contest, including without limitation, reasonable attorneys' fees.



13. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Douglas, State of Colorado.

14. **Binding Effect; Recordation.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns. Either party is entitled to record this Agreement with the Douglas County Clerk and Recorder's Office, State of Colorado against the Property and the Town Swap Parcel.

15. **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

16. **Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be construed according to its fair meaning and as if prepared by all of the parties hereto.

*[Signature Page Follows]*

**In Witness Whereof**, the parties have executed this Agreement as of the date first above written.

**Town of Castle Rock, Colorado**

Signed by:  
*David L. Cortiss*  
By: 1BB5457CFF75414... 10/22/2025 | 9:00 AM MDT  
Town Manager

Attest:  
Signed by:  
*Gina Anderson*  
\_\_\_\_\_  
298A8A4EDEC34AF...  
Town Clerk

DS



Approved as to Form:  
Signed by:  
*Mike Hyman*  
\_\_\_\_\_  
F7347F32A6794D1...  
Town Attorney

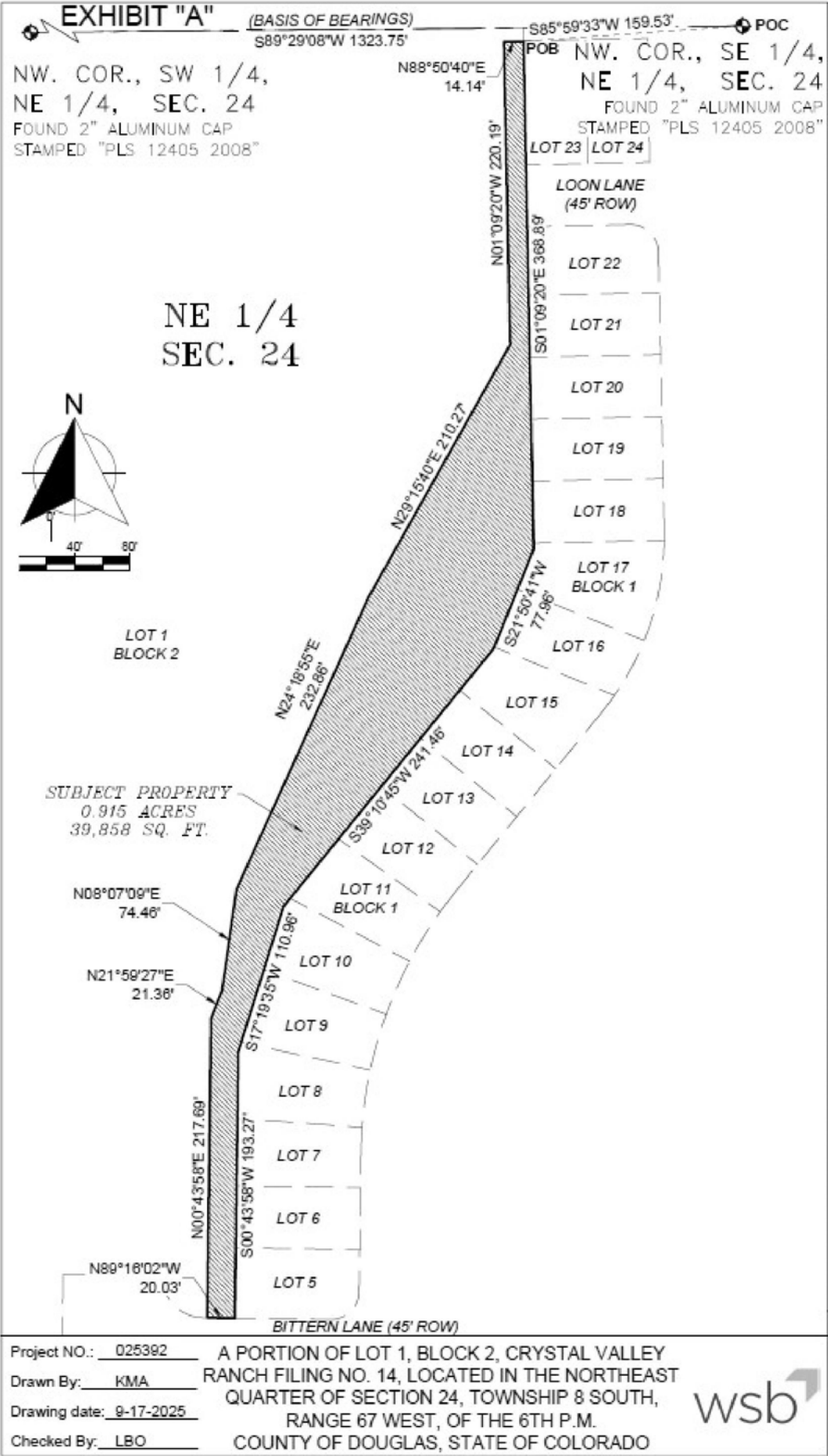
**CVR PA3A LLC,**  
a Colorado limited liability company

Signed by:  
*Gregg Brown*  
By: EED406B6C8CE40A... 10/24/2025

Title: Gregg Brown, Manager

**Exhibit A**

Legal Description of the Developer Swap Parcel  
(see attached)



## **LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING NO. 14, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2015007384 ON FEBRUARY 6, 2015 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS SOUTH 89°29'08" WEST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE SOUTH 85°59'33" WEST, 159.53 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 SAID POINT ALSO BEING THE **POINT OF BEGINNING**

**THENCE** ALONG THE EAST LINE OF SAID LOT 1, BLOCK 2 THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 01°09'20" EAST, 368.89 FEET;
- 2) SOUTH 21°50'41" WEST, 77.96 FEET;
- 3) SOUTH 39°10'45" WEST, 241.46 FEET;
- 4) SOUTH 17°19'35" WEST, 110.96 FEET;
- 5) SOUTH 00°43'58" WEST, 193.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BITTERN LANE;

**THENCE** NORTH 89°16'02" WEST, ALONG SAID NORTH RIGHT-OF-WAY, 20.03 FEET;

**THENCE** DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 00°43'58" EAST, 217.69 FEET;

**THENCE** NORTH 21°59'27" EAST, 21.36 FEET;

**THENCE** NORTH 08°07'09" EAST, 74.46 FEET;

**THENCE** NORTH 24°18'55" EAST, 232.86 FEET;

**THENCE** NORTH 29°15'40" EAST, 210.27 FEET;

**THENCE** NORTH 01°09'20" WEST, 220.19 FEET;

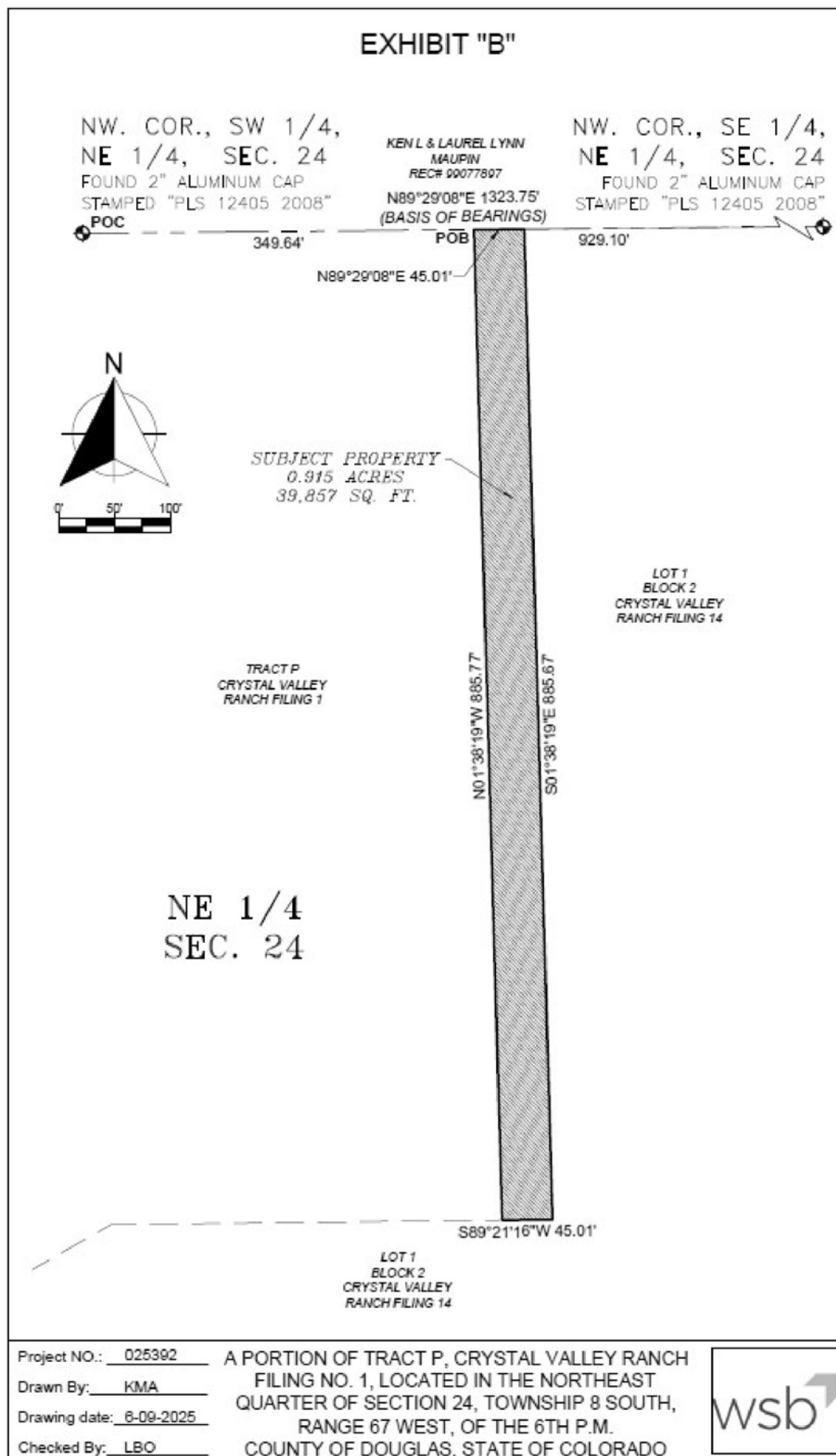
**THENCE** NORTH 88°50'40" EAST, 14.14 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,858 SQUARE FEET,  
MORE OR LESS.



**Exhibit B**

Legal Description of the Town Swap Parcel  
(see attached)



## **LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF TRACT P, CRYSTAL VALLEY RANCH FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2002087570 ON AUGUST 29, 2002 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS NORTH 89°29'08" EAST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF SAID TRACT P, NORTH 89°29'08" EAST, 394.64 FEET TO THE **POINT OF BEGINNING**

**THENCE** CONTINUING ALONG SAID NORTH LINE, NORTH 89°29'08" EAST, 45.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT P;

**THENCE** SOUTH 01°38'19" EAST ALONG THE EAST LINE OF SAID TRACT P, 885.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT P;

**THENCE** SOUTH 89°21'16" WEST, ALONG THE SOUTH LINE OF SAID TRACT P, 45.01 FEET;

**THENCE** DEPARTING SAID SOUTH LINE, NORTH 01°38'19" WEST, 885.77 FEET TO **THE POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,857 SQUARE FEET, MORE OR LESS.

Site Plan A



Site Plan B





# Town of Castle Rock

## Agenda Memorandum

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

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

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

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

**From:** Tara Vargish, PE, Director, Development Services

**Resolution Authorizing the Conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14, from the Town of Castle Rock to CVR PA3A LLC and the Execution of a Memorandum of Understanding Concerning the Development of Such Property Between the Town and CVR PA3A LLC** *(located north of Crystal Valley Parkway, west of Lake Gulch Road, east of and adjacent to Rhyolite Park)*

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### Executive Summary

This resolution is being presented to Town Council to convey certain real property, described as Crystal Valley Ranch Filing 14, Block 2, lot 1, back to the prior landowner in conformance with the Development Agreement obligations approved by Town Council in 2007 as part of the Crystal Valley Ranch Second Amended and Restated Development Agreement (DA). Additionally, the resolution authorizes the Town Manager to execute a Memorandum of Understanding with the developer on the development plan with additional buffers and cul-de-sacs adjacent to existing residential development, and lays out a target schedule to swap an additional strip of land to provide the buffer and process the necessary rezoning of this area.

### Staff Recommendation

Staff recommends Council approval of the proposed resolution that conveys the existing parcel back to the developer, per the terms of the Development Agreement, and also approves the Memorandum of Understanding with the developer to layout the preferred option (Option 3 above), as well as provide direction to swap land with the Town to provide an additional buffer for the development, and layout the general timelines for the associated rezoning.

### Proposed Motion

Option 1:

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

Option 2:

*"I move to approve the Resolution with the following changes: \_\_\_\_\_"*



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

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Option 3:

*"I move to continue to public hearing to \_\_\_\_\_ (date) \_\_\_\_\_, to allow for further information to be provided on \_\_\_\_\_."*

**Attachments**

Attachment A: Resolution

Attachment B: Vicinity Map

Attachment C: CVR DA, Article VII, Section 7.01

Attachment D: Agreement between DCSD and Developer

Attachment E: DCSD Written Notice Letter

Attachment F: Public Comment

Attachment G: Photos of CVR F14 Lot 1