

## EXTRATERRITORIAL WASTEWATER SERVICE AGREEMENT

DATE: February 24, 2025.

**PARTIES:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, acting by and through the Town of Castle Rock Water Enterprise, 175 Kellogg Court, Castle Rock, Colorado, 80109 (the "Town").

**BRYAN DEGARMO** and **CAROLYN S. DEGARMO**, 2864 Fifth Street, Castle Rock, Colorado 80104 (the "Customer").

### RECITALS:

- A. The Town is the owner and operator of the municipal wastewater system.
- B. The Customer is owner of certain property located at 2864 Fifth Street in unincorporated Douglas County, Colorado (the "Property"), upon which Property the Customer resides.
- C. Construction of the Town's Fifth Street Improvements project requires the Customer to abandon their onsite wastewater treatment system. The Town and Customer agree that Customer shall connect to a newly constructed sewer system that will be constructed by the Town.
- D. Because the Property is not located within the service area of an existing sanitation district, the Customer and Town have identified a need to connect the Property to the Town's municipal wastewater system, which connection shall be as described in the utility plan attached to this Agreement as *Exhibit A* (the "Utility Plan").
- D Section 13.12.040 of the Castle Rock Municipal Code authorizes the Town to extend wastewater services to properties outside the Town's boundaries pursuant to a contract for extraterritorial wastewater service, which contract shall specify the terms and conditions for service extension.

### COVENANTS:

**NOW, THEREFORE**, in consideration of these mutual promises, the Town and the Customer covenant and agree as follows:

**Section 1. Wastewater Service Connection.** In accordance with the Purchase and Sale Agreement between Customer and the Town for the purchase of a portion of the Property to be used for the Fifth Street Improvement Project (the "Purchase and Sale Agreement"), the Town shall install a connection to the Town's municipal sewer main located within Fifth Street, all as further described in the Utility Plan (the "Sewer Service Line"). Such extension shall be undertaken in accordance with Chapter 13.08 of the Castle Rock Municipal Code and all applicable Castle Rock Criteria. The Sewer Service Line shall consist of a gravity line running from the current residential structure, and will

connect to the Town's planned sewer main within Fifth Street. The Sewer Service Line shall remain entirely private up to the connection point with the Town's sewer main as depicted on the Utility Plan.

**Section 2. Ownership and Maintenance.** The Customer shall own and be responsible for all maintenance of the Sewer Service Line on their Property and beyond to the nearest sewer main as provided by Section 13.12.050(B) of the Castle Rock Municipal Code.

**Section 3. Exclusivity.** The provision of domestic wastewater service shall be exclusive to the Property. No other connections to the Town wastewater system will be allowed without the prior written consent of the Town.

**Section 4. Cost of Service.** In accordance with the Purchase and Sale Agreement, the Town shall be responsible for paying the one-time Town wastewater system development fee. The Customer shall be responsible for paying the Town's monthly wastewater service charges. All monthly service charges to be paid by the Customer hereunder will be subject to the Town's 125% extraterritorial surcharge for wastewater and shall be updated annually in accordance with any changes to the Town's wastewater rates and fees that may be approved by the Town Council.

**Section 5. Notice.** Any and all notices allowed or required to be given in accordance with this Contract shall be in writing and are deemed to have been given when delivered to the other parties or three (3) days following the date the same is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested addressed to the other parties at the addresses noted:

To Town:                      Director Castle Rock Water  
                                        Town of Castle Rock  
                                        175 Kellogg Court  
                                        Castle Rock, CO 80109

With a copy to:              Town Attorney  
                                        Town of Castle Rock  
                                        100 Wilcox Street  
                                        Castle Rock, CO 80104

To Customer:                Bryan and Carolyn Degarmo  
                                        2864 Fifth Street  
                                        Castle Rock, CO 80104

**Section 6. Complete Agreement.** This Contract supersedes any and all prior agreements, written and oral, between the parties and constitutes the complete and entire agreement of the parties.

**Section 7. Modification.** This Contract shall be modified in writing only, which writing must be executed by both parties in order to be effective.

**Section 8. Binding Effect.** This Contract shall be binding on the parties and their

respective successors and assigns.

**Section 9. Headings for Convenience Only.** The paragraph headings are for convenience only and the substantive portions hereof control without regard to the headings.

**Section 10. Controlling Law.** This Contract shall be governed under, and construed pursuant to the laws of the State of Colorado.

(Signature page to follow)

TOWN:

ATTEST:

TOWN OF CASTLE ROCK

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

Approved as to form:

Approved as to content:

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director Castle Rock Water

CUSTOMER:

Bryan Degarmo

Carolyn S. Degarmo

STATE OF COLORADO )

) ss.

COUNTY OF Douglas )

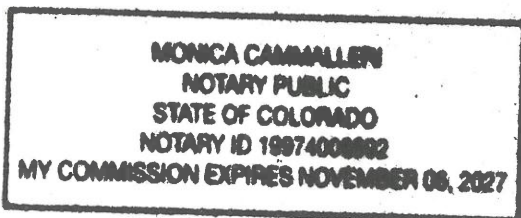
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2025, by Bryan Degarmo as Carolyn S. Degarmo for Bryan and Carolyn S. Degarmo

Witness my official hand and seal.

My commission expires: 11.5.2027

(SEAL)

Monica Cammalleri  
Notary Public

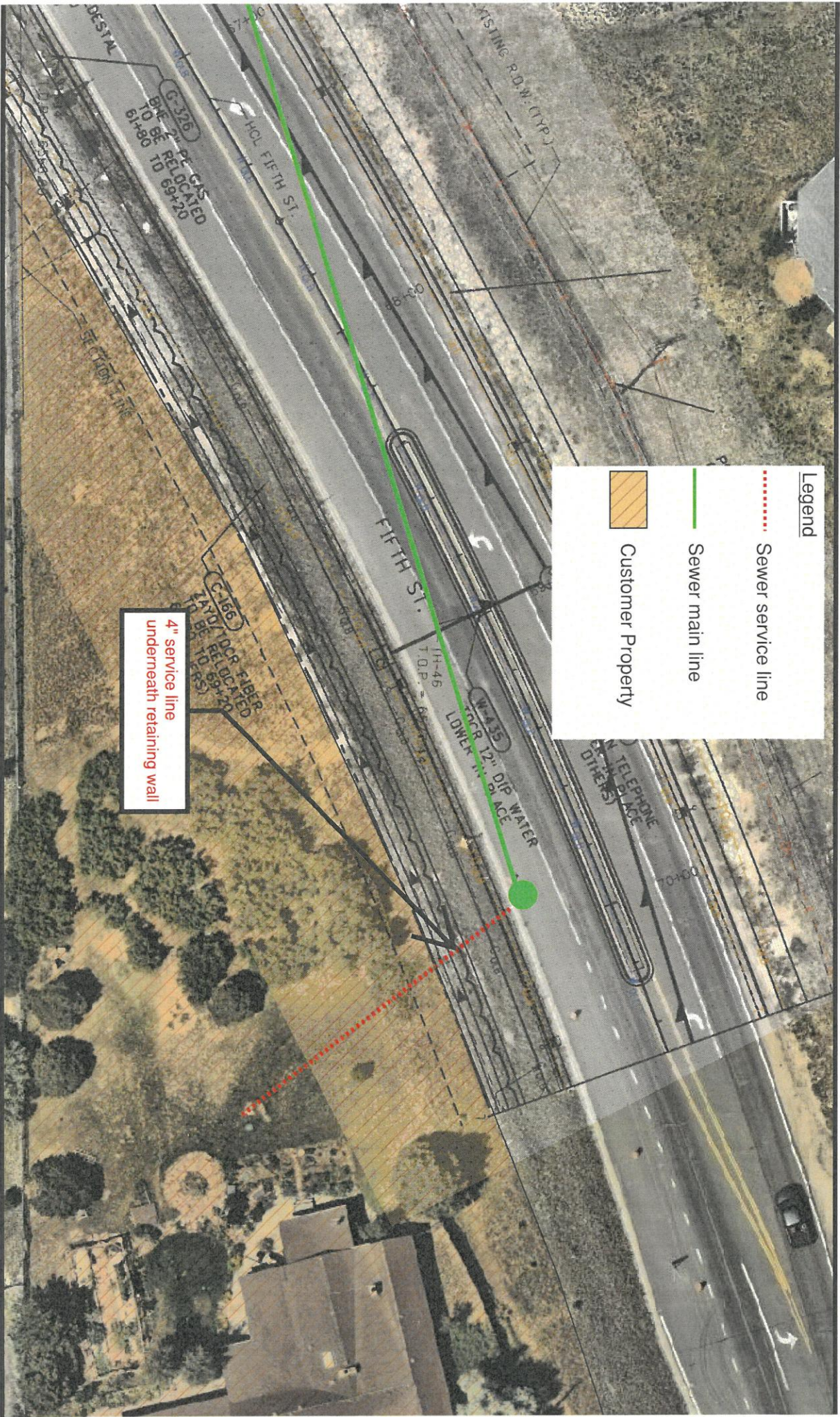


**EXHIBIT A**

**Proposed Utility Plan**

(see attached)





Legend

..... Sewer service line

———— Sewer main line

Customer Property

4" service line  
underneath retaining wall