

**TERMINATION AGREEMENT BETWEEN THE TOWN OF CASTLE
ROCK, ACTING THROUGH ITS WATER ENTERPRISE, DOMINION
WATER & SANITATION DISTRICT, ACTING THROUGH ITS
STERLING RANCH WASTEWATER ACTIVITY ENTERPRISE, AND
THE STERLING RANCH COMMUNITY AUTHORITY BOARD**

THIS TERMINATION AGREEMENT (this “**Termination Agreement**”) is made and entered into as of June 18, 2024 (the “**Effective Date**”), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Enterprise (“**Castle Rock**”), Dominion Water & Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, acting through its Sterling Ranch Wastewater Activity Enterprise (“**Dominion**”), and the Sterling Ranch Community Authority Board (“**CAB**”) (each, individually, a “**Party**” and, collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties entered into that certain E-85 Wastewater Intergovernmental Agreement on July 18, 2023 (the “**IGA**”), which sets forth the parameters of the Parties’ participation in a project funded, in part, by Douglas County to construct additional wastewater conveyance and treatment capacity for existing and new developments along the United States Highway 85 corridor from Titan Road to the Town of Sedalia; and

WHEREAS, the Parties have since determined that the project, as further described in the IGA, cannot be performed under the parameters set forth in the IGA; and

WHEREAS, Section 10.c of the IGA provides that the IGA may not be amended, altered, or otherwise changed except by a written agreement between the Parties; and

WHEREAS, accordingly, the Parties desire to enter into this Termination Agreement for the purpose of terminating the IGA in its entirety.

NOW, THEREFORE, the Parties, in and for the consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. Termination of IGA. The Parties hereby agree that the IGA is null and void and terminated in its entirety as of the date of this Termination Agreement, without any further action of the Parties, each of whom shall bear their own costs and expenses.

2. Mutual Waiver and Release. Each Party hereby releases the other Parties from all obligations under and claims arising from, and waive any and all claims of, and remedies for, default or breach of, the IGA by such other Parties.

3. Assumption of Liabilities. As of the Effective Date, Castle Rock hereby assigns unto Dominion, and Dominion hereby assumes, and shall pay, discharge, and perform, all liabilities and obligations of Castle Rock with respect to that certain Tri-Party Agreement (“**Tri-**

Party Agreement”) for Design Services for the Highway 85 Wastewater Collection and Treatment System, dated August 7, 2023, by and among Dominion, Castle Rock, and Carollo Engineers, Inc. (“**Engineer**”). Pursuant to Section 6.6 of the Tri-Party Agreement, Engineer shall be paid in full for all Services performed prior to the Effective Date, and Castle Rock shall coordinate with Douglas County to effectuate said payment to Engineer. In addition, Castle Rock shall assign the remaining work product associated with the Tri-Party Agreement to Dominion.

Further, Castle Rock shall (a) coordinate termination of the Louviers Lift Station and Forcemain design contract with Merrick and Company, per the terms outlined in that agreement, (b) make final payment for work satisfactorily completed prior to the designated termination date, (c) provide a copy of the Merrick and Company contract to Dominion, and (d) assign the work product and all other rights of Castle Rock related to the Louviers Lift Station and Forcemain to Dominion.

4. Successors and Assigns. This Termination Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the Parties.

5. No Waiver of Governmental Immunity. Nothing in the IGA or this Termination Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to any of the Parties, their respective officials, employees, contractors, or agents, or any other person acting on behalf of any of the Parties and, in particular, governmental immunity afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

6. Counterparts. This Termination Agreement may be executed in counterparts, each of which may be deemed an original, but all of which taken together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.

IN WITNESS WHEREOF, Castle Rock, Dominion, and CAB have executed this Termination Agreement as of the Effective Date.

(Signature pages to follow)

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

**DOMINION WATER & SANITATION
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

Andrea Cole, General Manager

ATTEST:

Trina Hartman, Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Blair Dickhoner, General Counsel to the District

**STERLING RANCH COMMUNITY
ADVISORY BOARD**, a quasi-municipal
corporation and political subdivision of the
State of Colorado

Harold Smethills, President

ATTEST:

Susan Beckman, Secretary

APPROVED AS TO FORM:

Cameron J. Richards, General Counsel to the CAB