

## PETITION FOR ANNEXATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

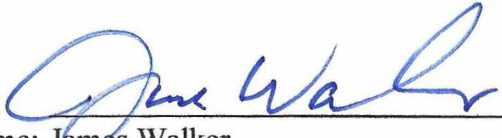
13. Except for the terms and conditions of this Petition, Pre-Annexation Agreement, and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), 110(2),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

**[Signature Pages and Exhibits Follow This Page]**

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

**PROPERTY OWNER/PETITIONER**

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

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

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

Is Petitioner a resident of the Property?: No.

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

## **EXHIBIT A**

### **Legal Description of Property Proposed for Annexation**

#### **LEGAL DESCRIPTION:**

##### East Side of I-25, Castle Rock, CO

###### **Parcel A**

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

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

###### **Parcel B**

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

###### **Parcel C**

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

###### **Parcel D**

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

###### **Parcel E**

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

West Side of I-25, Castle Rock, CO

Parcel A

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

Parcel B

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

Parcel C

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



## **EXHIBIT B**

### **Legal Description of Land Owned by Petitioner**

#### **LEGAL DESCRIPTION:**

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along a curve to the right, having a central angle of 02° 32' 56,' a radius of 5620.00 feet, an arc length of 250.00 feet and a chord that bears North 24° 08' 34' West, a distance of 250.00 feet;  
thence, departing said Westerly right of way, South 70° 36' 31' West, a distance of 911.40 feet;  
thence, South 27° 58' 52' East, a distance of 1183.73 feet to a point on the South line of the Northeast 1/4 of Section 34;  
thence, along said South line, South 89° 32' 53' East, a distance of 831.16 feet to the POINT OF BEGINNING,  
County of Douglas, State of Colorado.

**EXHIBIT C**

**Affidavit of Circulator**

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

KFW \_\_\_\_\_ KFW  
Signature Initials

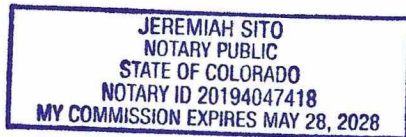
Kurt Walker \_\_\_\_\_ Partner  
Print Name Title

STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2025<sup>A</sup>, by  
Kurt Walker

WITNESS my hand and official seal.

My commission expires: May 28, 2028



[Signature]  
Notary Public