

## EXTRATERRITORIAL WATER AND WASTEWATER SERVICE AGREEMENT

**DATE:** \_\_\_\_\_, 2022.

**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”).

**CASTLEVIEW BAPTIST CHURCH, INC.**, a Colorado non-profit corporation, 4760 Castleton Way, Castle Rock, CO 80109 (the “Customer”).

### RECITALS:

- A. The Town is the owner and operator of municipal water and wastewater systems.
- B. The Customer is owner of certain property located at 5054 Crowfoot Valley Road in unincorporated Douglas County, Colorado (the “Property”), upon which Property the Customer proposes to construct a church.
- C. Because the Property is not located within the service area of an existing water and sanitation district, the Customer has identified a need to connect to the Town’s municipal water and wastewater system, which connection shall be as described in the utility plan attached to this Agreement as ***Exhibit 1*** (the “Utility Plan”).
- D. Section 13.12.040 of the Castle Rock Municipal Code authorizes the Town to extend water and wastewater services to properties outside the Town’s boundaries pursuant to a contract for extraterritorial water and wastewater service, which contract shall specify the terms and conditions for service extension.
- E. As a condition to such service extension, the Customer shall be subject to all ordinances and regulations of the Town governing water and wastewater services and shall be charged at (i) one hundred ten percent (110%) of the rates established for water services and water system development fees and (ii) one hundred twenty-five percent (125%) of the rates established for wastewater services and wastewater system development fees, in addition to the other relevant site-specific charges necessary to cover the costs of such services and agreed to as part of this Agreement.
- F. In addition, the Customer will design and install all landscaping using Coloradoscape design elements in accordance with the Town of Castle Rock Landscape and Irrigation Criteria Manual, without using any irrigated turf grass on the Property.
- G. Lastly, the Customer will satisfy the requirements set forth in Section 4.04.045 of the Castle Rock Municipal Code by working with the Town to provide renewable water resources sufficient to meet the total projected annual water demand for the Property as fully developed.

## COVENANTS:

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

**Section 1. Water Main Extension.** The Customer shall extend a water main along Crowfoot Valley Road from the Town's existing municipal water transmission line located near the Property in the Crowfoot Valley Road right-of-way (the "Water Main Extension"). Such extension shall be undertaken in accordance with Chapter 13.08 of the Castle Rock Municipal Code and all applicable Public Works Regulations.

**Section 2. Water Service Connections.** The Town shall allow the Customer to install connections to the Water Main Extension for: (i) domestic, (ii) irrigation and (iii) fire protection water service, all as further described in the Utility Plan (the "Water Service Connections"). The Water Service Connections shall be of sufficient size to meet the needs of the Customer, as reasonably determined by Customer's engineer, but shall not exceed six (6) inches in diameter.

**Section 3. Hydrant System.** The Customer shall install a fire hydrant on the Property along the Crowfoot Valley Road frontage and a hydrant lateral connection to the Water Main Extension (the "Hydrant System"). Such installation shall be undertaken in accordance with the requirements set forth in the International Fire Code, 2018 Edition, as adopted by the Town, and the recommendations of the Town Fire Department.

**Section 4. Wastewater Service Connection.** The Town shall allow the Customer to install a connection to the Town's existing municipal sewer main located within the Macanta subdivision in unincorporated Douglas County, all as further described in the Utility Plan (the "Sewer Main Connection"). Such extension shall be undertaken in accordance with Chapter 13.08 of the Castle Rock Municipal Code and all applicable Public Works Regulations. The Sewer Main Connection shall consist of a gravity line and an offsite force main and shall remain entirely private up to the point where the Customer connects to the Town's wastewater collection system. The Customer shall install at least one twenty (20)-foot length of pipe and one manhole on the Customer's building sewer line immediately upstream of the connection point, both of which shall be dedicated to the Town. Said manhole shall delineate the division between the Town-owned and privately-owned improvements.

The Town acknowledges that, initially, the Customer will install an on-site wastewater treatment system (OWTS) in Phase 1 of the development of the Property. The Customer will connect to the Town's wastewater collection system in Phase 2 of the development of the Property, which connection shall occur by no later than December 31, 2024. Upon connecting to the Town's wastewater collection system, the Customer shall permanently disconnect the Property from, and abandon or remove the OWTS in its entirety.

**Section 5. Permit Issuance; Costs of Installation.** The Customer shall be responsible for obtaining all required easements and permits for connecting to Town's water and wastewater systems. All costs and expenses associated with the design and installation of the Water Main Extension, the Water Service Connections, the Hydrant System, and the Sewer Main Connection

including, but not limited to, the payment of Town permit and review fees, shall be borne solely by the Customer.

**Section 6. Plan Review.** The Customer shall submit all plans for the design and installation of the Water Main Extension, Water Service Connections, Hydrant System and Sewer Main Connection to the Town for review and approval in advance of construction. The design of the Water Main Extension, Water Service Connections, and Hydrant System shall fully comply with the Town's Water System Design 2018 Criteria Manual. The design of the Sewer Main Connection shall fully comply with the Town's Wastewater Collection System Design 2018 Criteria Manual.

**Section 7. Ownership and Maintenance.** Upon completion to the satisfaction of the Town, the Customer shall convey the Water Main Extension, Hydrant System, and that portion of the Sewer Main Connection upstream of the Customer's building sewer line to the Town in accordance with the requirements of Chapter 15.56 of the Castle Rock Municipal Code. The Customer shall own and be responsible for all maintenance of the water and wastewater service lines on their Property as provided by Section 13.12.050.C. of the Castle Rock Municipal Code.

**Section 8. Exclusivity.** The provision of domestic, irrigation and fire protection water service and wastewater service shall be exclusive to the Property. No other connections to the Town water and wastewater systems will be allowed without the prior written consent of the Town.

**Section 9. Cost of Service.** The Customer shall be responsible for paying the one-time Town water and wastewater system development fees. The Customer shall also be responsible for paying the Town's monthly water and wastewater service charges. All system development fees and monthly service charges to be paid by the Customer hereunder will be subject to the Town's 110% extraterritorial surcharge for water and 125% extraterritorial surcharge for wastewater and shall be updated annually in accordance with any changes to the Town's water and wastewater rates and fees that may be approved by the Town Council.

**Section 10. Landscaping.** The Customer shall design and install all landscaping for the Property using Coloradoscape design elements in accordance with the Town of Castle Rock Landscape and Irrigation Criteria Manual. The Customer shall submit all plans for landscaping to the Town for review and approval in advance of installation. The Customer agrees that it shall not install any irrigated turf grass on the Property.

**Section 11. Groundwater Dedication.** As a condition to receiving water and wastewater services from the Town, concurrently with the execution of this Agreement, the Customer shall convey all right to and interest in the Denver Basin groundwater underlying the Property as adjudicated in Case No. 2004CW21, Water Division No. 1 to the Town by special warranty deed. Such conveyance shall transfer to Town the right to use, reuse, lease or sell the water withdrawn under the decree. As a condition to Town's acceptance of such special warranty deed, the Customer, at its sole expense, shall provide Town with an opinion from a qualified Colorado attorney that: (i) the Customer owns said groundwater rights, and that (ii) upon recordation of the special warranty deed conveying said groundwater rights, the Town will have good and marketable title such to the groundwater rights, free of liens, encumbrances or other title defects (the "Title Opinion").

**Section 12. Renewable Water Resources.** As a condition to receiving water and wastewater services from the Town, the Customer shall provide new renewable water resources to the Town in accordance with the requirements set forth in Section 4.04.045 of the Castle Rock Municipal Code. Specifically, the Customer agrees that it will work with the Town to purchase renewable water through a Town water project in an amount that is sufficient to meet the total projected annual water demand for the Property as fully developed.

**Section 13. 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:              Castleview Baptist Church, Inc.  
4760 Castleton Way  
Castle Rock, CO 80109

**Section 14. 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 15. Modification.** This Contract shall be modified in writing only, which writing must be executed by both parties in order to be effective.

**Section 16. Binding Effect.** This Contract shall be binding on the parties and their respective successors and assigns.

**Section 17. Headings for Convenience Only.** The paragraph headings are for convenience only and the substantive portions hereof control without regard to the headings.

**Section 18. 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:**

**CASTLEVIEW BAPTIST CHURCH, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF COLORADO** )  
 ) ss.  
**COUNTY OF** )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ for Castleview Baptist Church, Inc.

Witness my official hand and seal.  
My commission expires: \_\_\_\_\_.

( S E A L )

\_\_\_\_\_  
Notary Public

**EXHIBIT 1**

**Proposed Utility Plan for Castlevue Baptist Church**

(see attached)

DRAFT