

ORDINANCE NO. 2016-042

**AN ORDINANCE AMENDING THE TOWN'S ZONE DISTRICT MAP BY
APPROVING THE MILLER'S LANDING INTERCHANGE OVERLAY PLANNED
DEVELOPMENT PLAN; MILLER'S LANDING INTERCHANGE OVERLAY
PLANNED DEVELOPMENT ZONING REGULATIONS; THE MILLER'S LANDING
DEVELOPMENT AGREEMENT; AND VESTING A SITE SPECIFIC DEVELOPMENT
PLAN THROUGH DECEMBER 31, 2036**

WHEREAS, proper application has been made by the Fenway Partners, LLC (collectively, "Applicant") for an amendment to the zoning of the property described in the attached *Exhibit 1* ("Property"); and

WHEREAS, Applicant has requested approval of the Miller's Landing Interchange Overlay Planned Development Zoning Regulations ("Zoning Regulations"), as the same affect the Property; and

WHEREAS, Applicant has requested approval of the Miller's Landing Interchange Overlay Planned Development Plan ("IO PD Plan"); and

WHEREAS, the IO PD Plan and Zoning Regulations comply with Chapters 17.36 and 17.44 of the Castle Rock Municipal Code, the Town's Vision 2020 and the Comprehensive Master Plan; and

WHEREAS, public hearings on the IO PD Plan and Zoning Regulations have been held before the Planning Commission and Town Council in accordance with the applicable provisions of the Castle Rock Municipal Code; and

WHEREAS, Applicant and Town have agreed to certain terms and conditions to the development of the Property contained in the Miller's Landing Development Agreement ("Development Agreement"); and

WHEREAS, the Town Council finds that the IO PD Plan shall be vested as a site specific development for a certain period of time as specified in the Development Agreement, but in any event, not extending beyond December 31, 2036, under authority of the Town by Chapter 17.08 of the Castle Rock Municipal Code and C.R.S., §24-68-101, *et seq.*

NOW, THEREFORE IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK:

Section 1. Zoning District Map Amendment. The Town's Zoning District Map pertaining to the Property is amended to conform to the Miller's Landing Interchange Overlay Planned Development Plan.

Section 2. Planned Development Plan Approval. The Miller's Landing Interchange Overlay Planned Development Plan, in the form attached as ***Exhibit 2*** is hereby approved.

Section 3. Zoning Regulations Approval. The Miller's Landing Interchange Overlay Planned Development Zoning Regulations in the form attached as ***Exhibit 3*** are hereby approved.

Section 4. Development Agreement Approval. The Miller's Landing Development Agreement in the form attached as ***Exhibit 4*** is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the agreement by and on behalf of the Town of Castle Rock, Colorado.

Section 5. Vesting. The vesting of the IO PD Plan authorized under Article VIII of the Development Agreement is approved, which vests the IO PD Plan as a site specific development plan for a term ending on December 31, 2036. The notice of vesting of the IO PD Plan required under 17.08.090 of the Castle Rock Municipal Code shall be given within 14 days of approval of this Ordinance.

Section 6. Effective Date. With the effective date of this Ordinance, the Property is subject to the Castle Rock Municipal Code and all ordinances, resolutions, rules and regulations of the Town of Castle Rock.

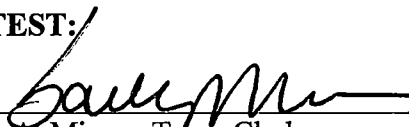
Section 7. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.

Section 8. Safety Clause. The Town Council finds and declares that this ordinance is promulgated and adopted for the public health, safety and welfare and this ordinance bears a rational to the legislative object sought to be obtained.

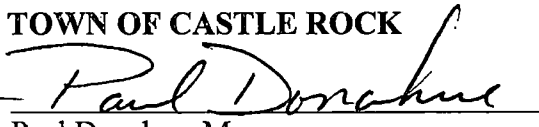
APPROVED ON FIRST READING this 15th day of November, 2016, by a vote of 5 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED this 6th day of December, 2016, by the Town Council of the Town of Castle Rock, Colorado, on second and final reading by a vote of 6 for and 0 against.

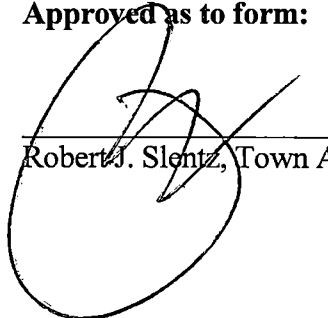
ATTEST:


Sally A. Misare, Town Clerk

TOWN OF CASTLE ROCK


Paul Donahue, Mayor

Approved as to form:


Robert J. Slentz, Town Attorney

Approved as to content:


Bill Detweiler, Director of Development Services

Unofficial Copy

EXHIBIT 1

LEGAL DESCRIPTION:**PARCEL ONE:**

A PARCEL OF LAND SITUATED IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:

LOT 2, BLOCK 7, CITADEL STATION FILING NO. 6, COUNTY OF DOUGLAS STATE OF COLORADO, LESS AND EXCEPT THE FOLLOWING WHICH WAS RELEASED BY PARTIAL RELEASE RECORDED NOVEMBER 12, 2008 AT RECEPTION # 2008075749,

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN DOUGLAS COUNTY, COLORADO, ALSO BEING A PORTION OF LOT 2, BLOCK 7, CITADEL STATION FILING NO. 6, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 10, A 3 1/2 ALUMINUM CAP (LS 12046) ALSO BEING THE TRUE POINT OF BEGINNING;

1. THENCE SOUTH 89°27'29" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 DISTANCE OF 1,303.43 FEET;
2. THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A DISTANCE OF 263.73 FEET, SAID CURVE HAS A RADIUS OF 864.50 FEET, A CENTRAL ANGLE OF 17°28'53", AND A LONG CHORD THAT BEARS NORTH 80°43'05" WEST A DISTANCE OF 262.74 FEET;
3. THENCE NORTH 89°27'31" WEST A DISTANCE OF 548.00 FEET;
4. THENCE ON THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 655.56 FEET, SAID CURVE HAS A RADIUS OF 500.50 FEET, A CENTRAL ANGLE OF 75°02'48", AND A LONG CHORD THAT BEARS NORTH 51°56'07" WEST A DISTANCE OF 609.69 FEET TO A POINT ON THE SOUTHERLY LINE OF OUTLOT B OF SAID CITADEL STATION FILING NO. 6;
5. THENCE ALONG SAID LINE SOUTH 70°14'23" WEST A DISTANCE OF 21.53 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION;
6. THEN ALONG SAID LINE SOUTH 00°35'37" EAST A DISTANCE OF 403.88 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

A PARCEL OF LAND IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN DOUGLAS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 10, A 2 $\frac{1}{2}$ " ALUMINUM CAP (LS 6935), THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 10, NORTH $89^{\circ}27'29''$ WEST, A DISTANCE OF 587.50 FEET TO THE TRUE POINT OF BEGINNING;

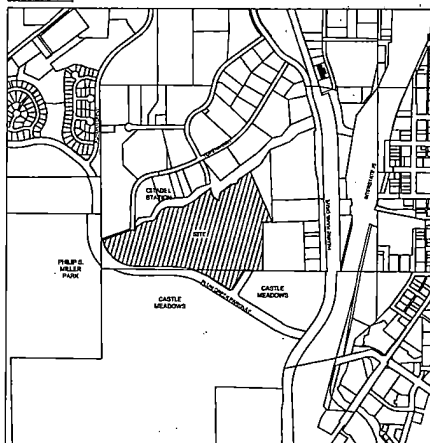
1. THENCE ALONG SAID NORTH $89^{\circ}27'29''$ WEST, A DISTANCE OF 725.68 FEET;
2. THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DISTANCE OF 214.59 FEET, SAID CURVE HAS A RADIUS OF 864.50 FEET, A CENTRAL ANGLE OF $14^{\circ}13'19''$, AND A DISTANCE OF 214.04 FEET;
3. THENCE NORTH $32^{\circ}14'41''$ EAST, A DISTANCE OF 6.00 FEET;
4. THENCE SOUTH $57^{\circ}45'19''$ EAST, A DISTANCE OF 380.82 FEET;
5. THENCE NORTH $83^{\circ}29'12''$ EAST, A DISTANCE OF 33.31 FEET;
6. THENCE NORTH $32^{\circ}14'41''$ EAST, A DISTANCE OF 274.89 FEET;
7. THENCE ON THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 53.16 FEET TO THE TRUE POINT OF BEGINNING, SAID CURVE HAS A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF $3^{\circ}51'20''$, AND A LONG CHORD THAT BEARS NORTH $30^{\circ}10'01''$ EAST, A DISTANCE OF 53.15 FEET;

COUNTY OF DOUGLAS,

STATE OF COLORADO.

INTERCHANGE OVERLAY (O) RESIDENTIAL USE RESTRICTION
ALL RESIDENTIAL USES ARE PROHIBITED WITHIN THE MILLER'S LANDING INTERCHANGE OVERLAY PLANNED DEVELOPMENT. ANY REFERENCES TO RESIDENTIAL USES OR RESIDENTIAL DESIGN STANDARDS IN THE INTERCHANGE OVERLAY DEVELOPMENT STANDARDS ARE NOT APPLICABLE TO THE MILLER'S LANDING PLANNED DEVELOPMENT PLAN.

VICINITY MAP

**NOTES:**

1. THE PURPOSE OF THIS PLANNED DEVELOPMENT PLAN IS TO REZONE THE PROPERTY TO INTERCHANGE OVERLAY.
2. THE MINERAL RIGHTS ASSOCIATED WITH THIS DEVELOPMENT HAVE NOT BEEN SEVERED.
3. THE DEVELOPABLE PORTION OF THIS SITE DOES NOT LIE IN THE 100-YEAR FLOOD PLAIN. NO STRUCTURES SHALL BE PERMITTED IN THE APPROVED 100-YEAR FLOOD PLAIN.
4. A LOMR IS NOT ANTICIPATED BUT WILL BE SUBMITTED AT THE TIME OF SITE DEVELOPMENT PLAN, IF NECESSARY.
5. UNDER INTERCHANGE OVERLAY ZONING, THIS DEVELOPMENT IS NOT SUBJECT TO THE TOWN OF CASTLE ROCK SKYLINE/RIDGELINE PROTECTION REGULATIONS.
6. DEPENDING ON USES, THIS DEVELOPMENT PLAN MAY BE IMPACTED BY THE TOWN OF CASTLE ROCK RESIDENTIAL/COMMERCIAL/INDUSTRIAL INTERFACIAL REGULATIONS. ANY INTERFACIAL AREAS MUST ADHERE TO CHAPTER 17.50 OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE REGARDING MITIGATION PROCEDURES.
7. THIS DEVELOPMENT PLAN IS NOT IMPACTED BY SPECIES PROTECTED BY THE U.S. FISH & WILDLIFE SERVICE.
8. THIS SITE IS WITHIN THE TOWN OF CASTLE ROCK BLUE WATER PRESSURE ZONE.
9. ALL-WEATHER (CONCRETE OR ASPHALT) SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS (75,000 LBS) AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING ALL CONSTRUCTION.
10. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES.
11. THE PD ZONING REGULATIONS ARE THE INTERCHANGE OVERLAY PLANNED DEVELOPMENT ORDINANCE AND THE CURRENT INTERCHANGE OVERLAY PLANNED DEVELOPMENT STANDARDS.

VESTING

THIS MILLER'S LANDING INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN INCLUSIVE OF THE EMBEDDED PD ZONING REGULATIONS CONSTITUTES A SITE SPECIFIC DEVELOPMENT PLAN PURSUANT TO CHAPTER 17.08 OF THE CASTLE ROCK MUNICIPAL CODE AND 004-68-101, ET SEQ., C.R.S., AND ESTABLISHES VESTED PROPERTY RIGHTS THAT MAY EXTEND THROUGH DECEMBER 31, 2036, TO UNDERTAKE AND COMPLETE THE DEVELOPMENT AND USE OF THE PROPERTY ACCORDING WITH THIS PLANNED DEVELOPMENT PLAN.

LEGAL DESCRIPTION:**PARCEL ONE:**

A PARCEL OF LAND SITUATED IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:

LOT 2, BLOCK 7, CITADEL STATION FILING NO. 6, COUNTY OF DOUGLAS STATE OF COLORADO, LESS AND EXCEPT THE FOLLOWING WHICH WAS RELEASED BY PARTIAL RELEASE RECORDED NOVEMBER 12, 2008 AT RECEPTION # 2008075749,

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN DOUGLAS COUNTY, COLORADO, ALSO BEING A PORTION OF LOT 2, BLOCK 7, CITADEL STATION FILING NO. 6, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 10, A 3 1/4 ALUMINUM CAP (LS 12048) ALSO BEING THE TRUE POINT OF BEGINNING;

1. THENCE SOUTH 89°27'29" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 DISTANCE OF 1,303.43 FEET;
2. THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A DISTANCE OF 263.73 FEET, SAID CURVE HAS A RADIUS OF 884.50 FEET, A CENTRAL ANGLE OF 17°28'53", AND A LONG CHORD THAT BEARS NORTH 80°43'05" WEST A DISTANCE OF 282.74 FEET;
3. THENCE NORTH 89°27'31" WEST A DISTANCE OF 546.00 FEET;
4. THENCE ON THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 655.94 FEET, SAID CURVE HAS A RADIUS OF 500.50 FEET, A CENTRAL ANGLE OF 73°02'45", AND A LONG CHORD THAT BEARS NORTH 51°56'07" WEST A DISTANCE OF 609.69 FEET TO A POINT ON THE SOUTHERLY LINE OF OUTLOT 8 OF SAID CITADEL STATION FILING NO. 6;
5. THENCE ALONG SAID LINE SOUTH 70°14'23" WEST A DISTANCE OF 21.53 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION;
6. THEN ALONG SAID LINE SOUTH 00°35'37" EAST A DISTANCE OF 403.88 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN DOUGLAS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 10, A 2 1/4" ALUMINUM CAP (LS 6925), THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10, NORTH 69°27'29" WEST, A DISTANCE OF 587.50 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE ALONG SAID NORTH 69°27'29" WEST, A DISTANCE OF 725.68 FEET;
2. THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DISTANCE OF 214.59 FEET, SAID CURVE HAS A RADIUS OF 884.50 FEET, A CENTRAL ANGLE OF 14°13'19", AND A DISTANCE OF 214.04 FEET;
3. THENCE NORTH 32°14'41" EAST, A DISTANCE OF 6.00 FEET;
4. THENCE SOUTH 57°45'19" EAST, A DISTANCE OF 380.82 FEET;
5. THENCE NORTH 63°29'12" EAST, A DISTANCE OF 33.31 FEET;
6. THENCE NORTH 32°14'41" EAST, A DISTANCE OF 274.69 FEET;
7. THENCE ON THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 53.18 FEET TO THE TRUE POINT OF BEGINNING, SAID CURVE HAS A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF 3°51'20", AND A LONG CHORD THAT BEARS NORTH 30°10'01" EAST, A DISTANCE OF 53.15 FEET;

COUNTY OF DOUGLAS,

STATE OF COLORADO.

SHEET INDEX:

1. COVER SHEET
2. PLANNED DEVELOPMENT PLAN
3. PLANNED DEVELOPMENT PLAN

MILLER'S LANDING

INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN

A PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

OWNERSHIP CERTIFICATION:

THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN.

FENWAY PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY

SIGNED THIS _____ DAY OF _____, 20____

NOTARY BLOCK

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

20____ BY _____ AS _____
OF FENWAY PARTNERS, LLC

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE CERTIFICATION:

I, _____, AN AUTHORIZED REPRESENTATIVE OF FIDELITY NATIONAL TITLE COMPANY, A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES AND LIENHOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND LIENHOLDER SUBORDINATION CERTIFICATE.

AUTHORIZED REPRESENTATIVE

TITLE COMPANY

SIGNED THIS _____ DAY OF _____, 20____

NOTARY BLOCK

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

BY _____ AS AUTHORIZED REPRESENTATIVE
OF _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE:

I, _____, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION REPRESENTED BY THIS INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN ACCURATELY REPRESENTS THAT SURVEY.

REGISTERED LAND SURVEYOR _____ DATE _____

PLANNING COMMISSION RECOMMENDATION:

THIS INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION OF THE TOWN OF CASTLE ROCK, COLORADO ON THE _____ DAY OF _____, 20____.

CHAIR _____ DATE _____

ATTEST:

DIRECTOR OF DEVELOPMENT SERVICES _____ DATE _____

TOWN COUNCIL APPROVAL:

THIS INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, ON THE _____ DAY OF _____, 20____.

MAYOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____

DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE:
THIS INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY AT _____ ON THE _____ DAY OF _____, 20____ AT RECEPTION NO. _____.

DOUGLAS COUNTY CLERK AND RECORDER

BY: _____

LAND USE SUMMARY TABLE

LAND USE	ACREAGE	PERCENT
TOTAL AREA	48.168	100%
15% OPEN SPACE REQUIRED		
- OPEN SPACE DEDICATED (OSD)	2.9	
- OPEN SPACE PRIVATE (OSP)	4.4	
- TOTAL	7.3	15.2%
PUBLIC LAND DEDICATION REQUIRED		
SEE NOTE 4 BELOW		
PLANNING AREAS		
- PA1 - IOD	40.9	84.6%
POTENTIAL DEDICATED ROW	+/- 3.5 (5)	7.3%
NET ACRES	+/- 44.7	92.7%

NOTES:

1. THE MAJOR LAND USE CLASSIFICATIONS INCLUDING PUBLIC AND PRIVATE OPEN SPACE, RIGHT-OF-WAYS, DENSITIES, MAXIMUM AND MINIMUM LOT SIZES, MAXIMUM GROSS FLOOR AREA OR FLOOR AREA RATIO (FAR), NUMBER AND TYPE OF DWELLING UNITS AND NUMBER OF RESIDENTIAL LOTS WILL COMPLY WITH THE INTERCHANGE OVERLAY ZONE DISTRICT AND MILLER'S LANDING PD ORDINANCE.
2. A MINIMUM OF 15% OF THE SITE WILL BE OPEN SPACE. THE FINAL LOCATION, DESIGN, AND ORIENTATION OF THE OPEN SPACE WILL BE DETERMINED DURING THE SITE PLAN AND PLANNING PROCESS.
3. A TWENTY PERCENT (20%) CHANGE OR ADJUSTMENT TO THE ACREAGE OR BOUNDARIES OF OPEN SPACE AREAS AND/OR PLANNING AREAS MAY BE MADE WITH THE SITE DEVELOPMENT PLAN / PLAT.
4. THE TOWN MAY CONSIDER CASH-IN-LIEU OF PLD. SEE THE MILLER'S LANDING DEVELOPMENT AGREEMENT.
5. POTENTIAL DEDICATED RIGHT OF WAY ACREAGE IS SUBJECT TO FINAL DESIGN AND CONFIGURATION, TO BE DETERMINED AT FINAL PLAT.

MILLER'S LANDING INTERCHANGE OVERLAY
PLANNED DEVELOPMENT PLAN
PROJECT NO. PDP16-0003

PLANNER:
NORRIS DESIGN

1701 Kansas Street
Chicago, Illinois 60607
P: 312.323.1122
F: 312.323.1123
www.norrisdesign.com

APPLICANT:
CITADEL DEVELOPMENT, LLC
135 SOUTH LA SALLE ST
SUITE 3025
CHICAGO, IL 60603
312-323-5077

ENGINEER:
CORE CONSULTANTS

1650 W LITTLETON BLVD
SUITE 100
LITTLETON, CO 80120
303-703-4444

SURVEYOR:
SURVEY SYSTEMS, INC.
PO BOX 2108
EVERGREEN, CO 80437
303-670-8122

DATE:
08/16/16: SUBMITTAL
09/12/16: REVISIONS
10/11/16: REVISIONS
10/20/16: REVISIONS

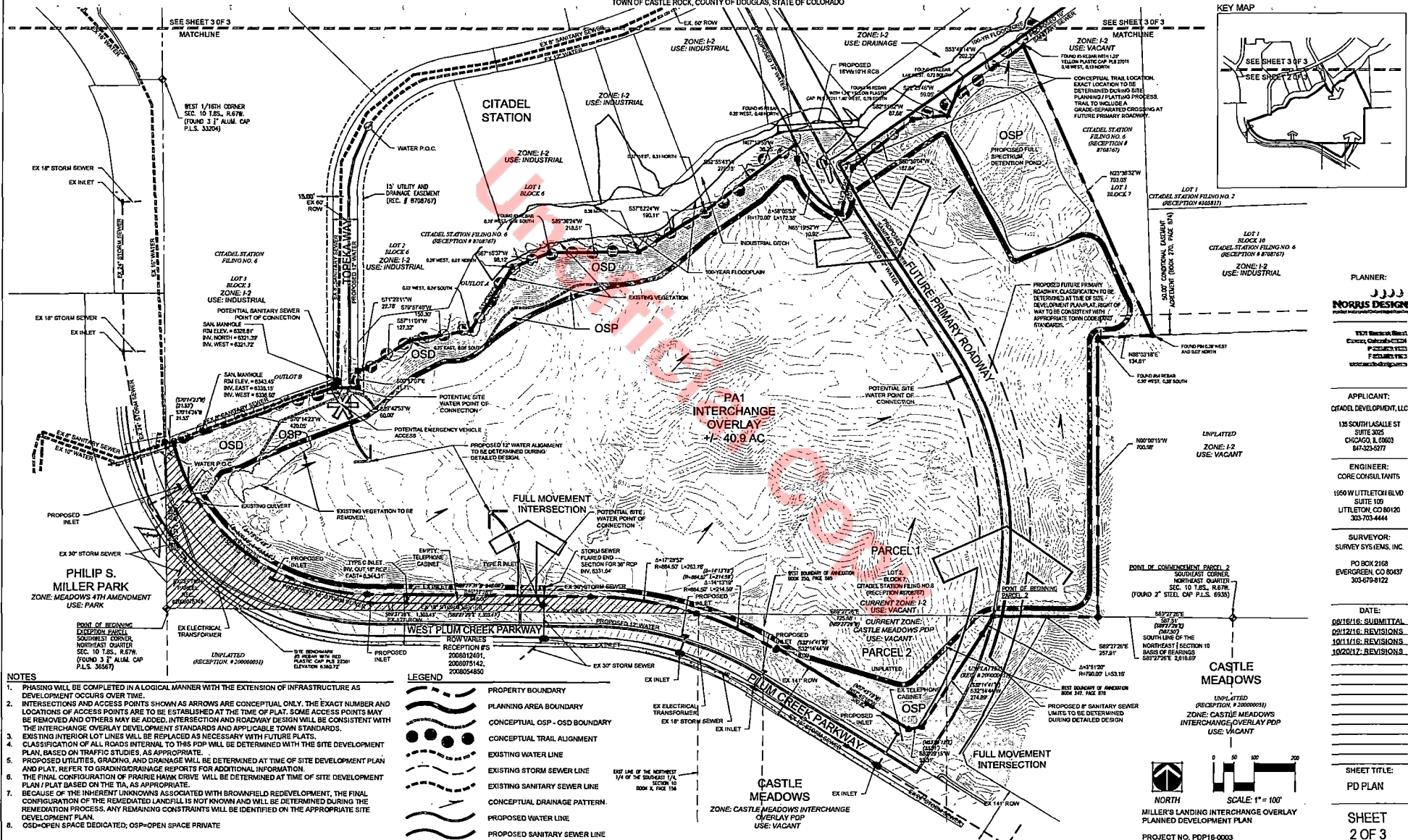
SHEET TITLE:
COVER
SHEET

SHEET
1 OF 3

MILLER'S LANDING

INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN

A PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



- NOTES**
- PHASING WILL BE COMPLETED IN A LOGICAL MANNER WITH THE EXTENSION OF INFRASTRUCTURE AS DEVELOPMENT OCCURS OVER TIME.
 - INTERSECTIONS AND ACCESS POINTS SHOWN AS ARROWS ARE CONCEPTUAL ONLY. THE EXACT NUMBER AND LOCATIONS OF ACCESS POINTS ARE TO BE ESTABLISHED AT THE TIME OF PLAT. SOME ACCESS POINTS MAY BE REMOVED AND OTHERS MAY BE ADDED. INTERSECTION AND ROADWAY DESIGN WILL BE CONSISTENT WITH THE INTERCHANGE OVERLAY DEVELOPMENT STANDARDS AND APPLICABLE TOWN STANDARDS.
 - EXISTING INTERIOR LOT LINES WILL BE REPLACED AS NECESSARY WITH FUTURE PLATS.
 - CLASSIFICATION OF ALL ROADS INTERNAL TO THIS PDP WILL BE DETERMINED WITH THE SITE DEVELOPMENT PLAN, BASED ON TRAFFIC STUDIES, AS APPROPRIATE.
 - PROPOSED UTILITIES, GRADING, AND DRAINAGE WILL BE DETERMINED AT TIME OF SITE DEVELOPMENT PLAN AND PLAT. REFER TO GRADING/DRAINAGE REPORTS FOR ADDITIONAL INFORMATION.
 - THE FINAL CONFIGURATION OF PRAIRIE HAWK DRIVE WILL BE DETERMINED AT TIME OF SITE DEVELOPMENT PLAN / PLAT BASED ON THE TIA, AS APPROPRIATE.
 - BECAUSE OF THE INHERENT UNKNOWN ASSOCIATED WITH BROWNFIELD REDEVELOPMENT, THE FINAL CONFIGURATION OF THE REMEDIATED LANDFILL IS NOT KNOWN AND WILL BE DETERMINED DURING THE REMEDIATION PROCESS. ANY REMAINING CONSTRAINTS WILL BE IDENTIFIED ON THE APPROPRIATE SITE DEVELOPMENT PLAN.
 - OSD=OPEN SPACE DEDICATED; OSP=OPEN SPACE PRIVATE

- LEGEND**
- PROPERTY BOUNDARY
 - PLANNING AREA BOUNDARY
 - CONCEPTUAL OSP - OSD BOUNDARY
 - CONCEPTUAL TRAIL ALIGNMENT
 - EXISTING WATER LINE
 - EXISTING STORM SEWER LINE
 - EXISTING SANITARY SEWER LINE
 - CONCEPTUAL DRAINAGE PATTERN
 - PROPOSED WATER LINE
 - PROPOSED SANITARY SEWER LINE

PLANNER:
J.J.J.J.
NORRIS DESIGN
1000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
303-733-0000

APPLICANT:
CITADEL DEVELOPMENT, LLC
135 SOUTH LASALLE ST
SUITE 3025
CHICAGO, IL 60603
312-523-0077

ENGINEER:
CORE CONSULTANTS
1050 W. LITTLETON BLVD
SUITE 109
LITTLETON, CO 80120
303-703-4444

SURVEYOR:
SURVEY SYSTEMS, INC.
PO BOX 2168
EVERGREEN, CO 80437
303-678-8122

DATE:
08/16/16: SUBMITTAL
09/12/16: REVISIONS
10/11/16: REVISIONS
10/20/17: REVISIONS

SHEET TITLE:
PDP PLAN

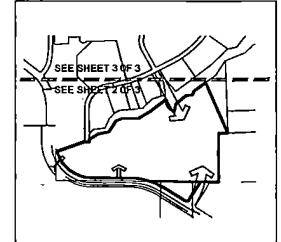
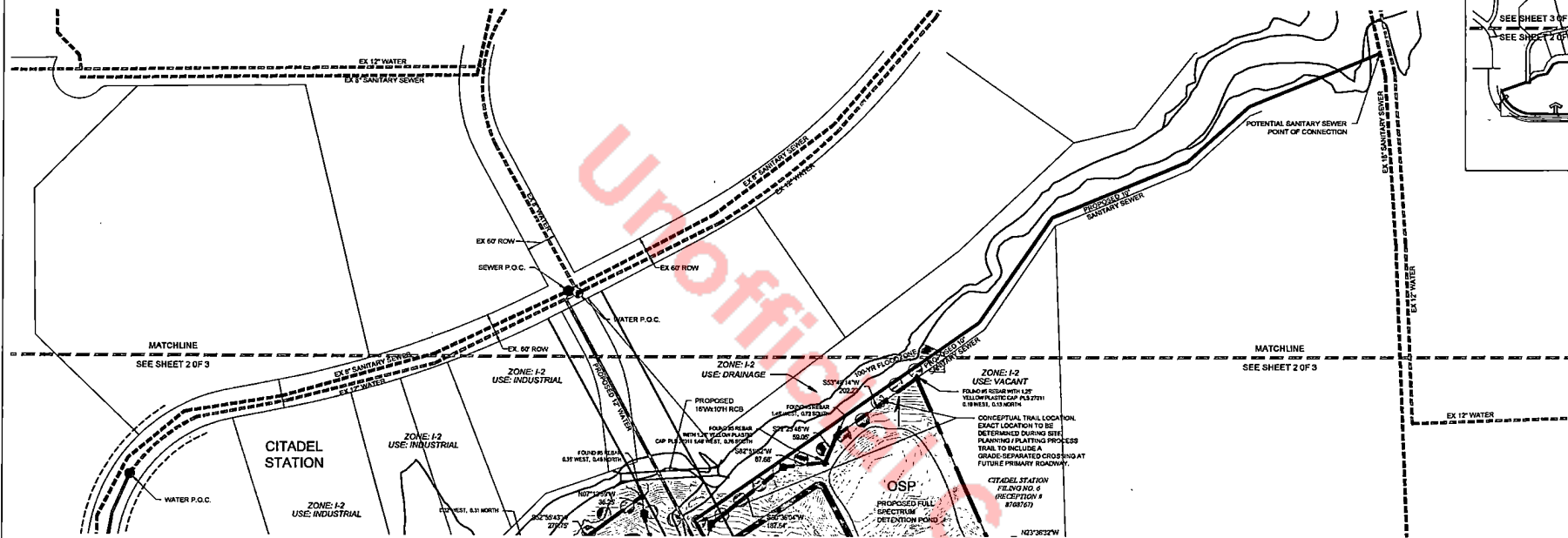
SHEET
2 OF 3

MILLER'S LANDING

INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN

A PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

KEY MAP

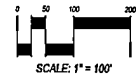


NOTES

- PHASING WILL BE COMPLETED IN A LOGICAL MANNER WITH THE EXTENSION OF INFRASTRUCTURE AS DEVELOPMENT OCCURS OVER TIME.
- INTERSECTIONS AND ACCESS POINTS SHOWN AS ARROWS ARE CONCEPTUAL ONLY. THE EXACT NUMBER AND LOCATIONS OF ACCESS POINTS ARE TO BE ESTABLISHED AT THE TIME OF PLAT. SOME ACCESS POINTS MAY BE REMOVED AND OTHERS MAY BE ADDED. INTERSECTION AND ROADWAY DESIGN WILL BE CONSISTENT WITH THE INTERCHANGE OVERLAY DEVELOPMENT STANDARDS AND APPLICABLE TOWN STANDARDS.
- EXISTING INTERIOR LOT LINES WILL BE REPLACED AS NECESSARY WITH FUTURE PLATS.
- CLASSIFICATION OF ALL ROADS INTERNAL TO THIS PDP WILL BE DETERMINED WITH THE SITE DEVELOPMENT PLAN, BASED ON TRAFFIC STUDIES, AS APPROPRIATE.
- PROPOSED UTILITIES, GRADING, AND DRAINAGE WILL BE DETERMINED AT TIME OF SITE DEVELOPMENT PLAN AND PLAT. REFER TO GRADING/DRAINAGE REPORTS FOR ADDITIONAL INFORMATION.
- THE FINAL CONFIGURATION OF PRAIRIE HAWK DRIVE WILL BE DETERMINED AT TIME OF SITE DEVELOPMENT PLAN / PLAT BASED ON THE TIA, AS APPROPRIATE.
- BECAUSE OF THE INHERENT UNKNOWN ASSOCIATED WITH BROWNFIELD REDEVELOPMENT, THE FINAL CONFIGURATION OF THE REMEDIATED LANDFILL IS NOT KNOWN AND WILL BE DETERMINED DURING THE REMEDIATION PROCESS. ANY REMAINING CONSTRAINTS WILL BE IDENTIFIED ON THE APPROPRIATE SITE DEVELOPMENT PLAN.
- OSP-OPEN SPACE DEDICATED; OSP-OPEN SPACE PRIVATE

LEGEND

	PROPERTY BOUNDARY
	PLANNING AREA BOUNDARY
	CONCEPTUAL OSP - OSD BOUNDARY
	CONCEPTUAL TRAIL ALIGNMENT
	EXISTING WATER LINE
	EXISTING STORM SEWER LINE
	EXISTING SANITARY SEWER LINE
	CONCEPTUAL DRAINAGE PATTERN
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER LINE



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DATE:
08/18/16: SUBMITTAL
09/12/16: REVISIONS
10/11/16: REVISIONS
10/20/17: REVISIONS

SHEET TITLE:
PD PLAN

SHEET
3 OF 3

MILLER'S LANDING INTERCHANGE OVERLAY
PLANNED DEVELOPMENT PLAN
PROJECT NO. PDP16-0003

MILLER'S LANDING INTERCHANGE OVERLAY PLANNED DEVELOPMENT ZONING REGULATIONS



TOWN OF CASTLE ROCK, CO

**Interchange Overlay
Development Standards**

PUBLISHED ON April 21, 2010 - BY THE TOWN OF CASTLE ROCK'S
DEVELOPMENT SERVICES

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Miller's Landing Interchange Overlay Residential Use Restriction*

* All residential uses are prohibited within the Miller's Landing Interchange Overlay Planned Development: any references to residential uses or residential design standards found in these Interchange Overlay Development Standards are not applicable to the Miller's Landing Interchange Overlay Planned Development Plan.

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SECTION I. AUTHORITY AND PROCESS
SECTION II. PURPOSE AND INTENT
SECTION III. VARIANCES

Interchange Overlay Development Standards

I. AUTHORITY AND PROCESS

This Code, together with all future amendments, shall be known as the Town of Castle Rock, Colorado, Interchange Overlay Development Standards (IODS). This Code is referenced in Chapter 17.16 of the Town of Castle Rock Municipal Code, pursuant to the powers conferred upon the Town of Castle Rock by the Colorado Revised Statutes. All reference in this document to the "Purpose and Intent" of the Interchange Overlay Development Standards shall rely on Chapter 17.16 of the Municipal Code for direction.

II. PURPOSE AND INTENT

This document, together with the amended municipal code, provides a flexible planning tool that enables development at strategic locations, through the use of enhanced design standards and incentives, to meet the following goals, all formed around the Town's 2020 Vision Statements' Four Cornerstones of, TOWN IDENTITY, COMMUNITY PLANNING, COMMUNITY SERVICES and LOCAL ECONOMY;

1. The creation of a unique identity and image for 'gateway' areas into the Town.
2. Strengthening of the Town's tax base by the expansion of economic activity through diversity and balance of housing, services, and employment.
3. Generation of additional employment opportunities.
4. Encourage the development/re-development of economically underutilized land.
5. Protect natural features.
6. Create pedestrian/non-motorized connectivity, through the implementation of an interconnected framework of transit, pedestrian, bicycle systems, trails and green corridors .
7. Establish the Town as a stand-alone, self-supporting, economic business center.
8. Ensure high-quality new development in the form of high intensity and high quality, both in land use and architecture to provide a mixture of employment, retail, and civic uses. A residential component shall be encouraged.
9. Incorporate buildings and streetscaping that contribute to the physical definition of streets, alleys, sidewalks and bikeways.
10. The use of energy conservation features and 'green' building techniques.

III. VARIANCES

1. See Chapter 17.16 of the Town's Municipal Code.

SECTION IV. INTERCHANGE OVERLAY DISTRICT

Interchange Overlay Development Standards

IV. INTERCHANGE OVERLAY DISTRICT

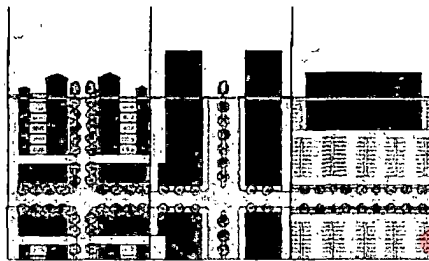
A. APPLICATION AND DESCRIPTION

1. The following areas, which are proposed and preferred for high quality, high intensity commercial development, are allowed to utilize the IODS upon the adoption by the Town Council of a zoning map amendment.

- Meadows/Founders
- Wolfensberger
- Plum Creek
- And Other Areas Approved By Town Council

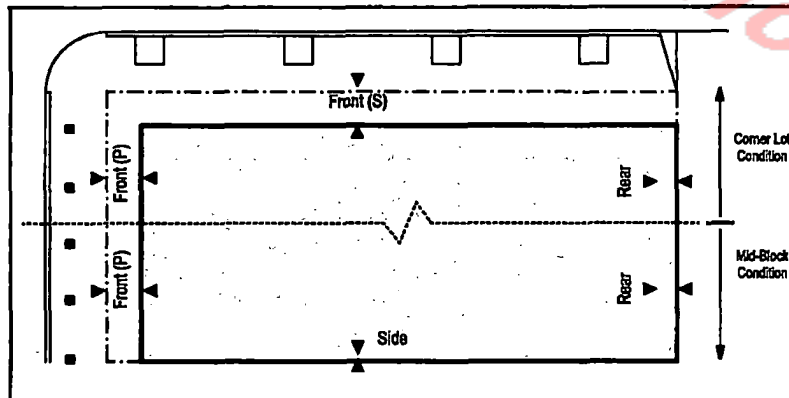
- 2.

IO	General Character:	Shops mixed with townhouses, larger Apartment houses, Commercial Activity, Offices, workplace, and civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity.
	Building Placement:	Shallow setbacks or none; buildings oriented to street defining a street wall.
	Intensity:	Controlled by building height and parking standards.



B. BUILDING SITUATION

1. SETBACKS

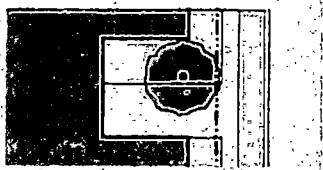
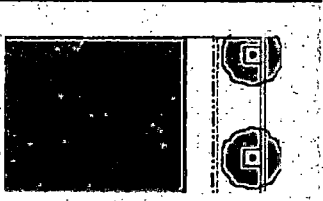
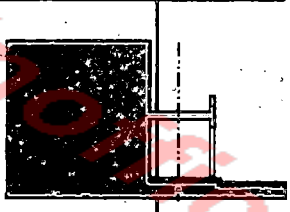
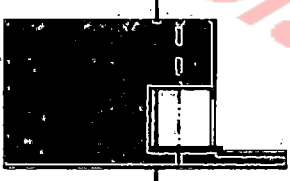


PREFERRED SETBACKS - PRINCIPAL BUILDING	
Front Setback Principal (P)	0 ft. min.
Front Setback Secondary (S)	0 ft. min.
Side Setback	0 ft. min.
Rear Setback	3 ft. min.

SECTION IV. INTERCHANGE OVERLAY DISTRICT

Interchange Overlay Development Standards

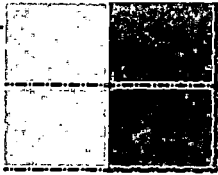
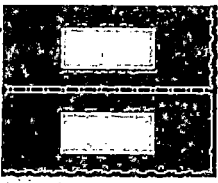
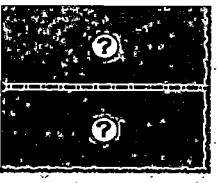
2. PRIVATE FRONTAGE

	SECTION		PLAN	
	LOT PRIVATE FRONTAGE	R.O.W. PUBLIC FRONTAGE	LOT PRIVATE FRONTAGE	R.O.W. PUBLIC FRONTAGE
Forecourt: a Frontage where a portion of the facade is close to the Frontage Line and the central portion is set back. This type should be distributed sporadically amongst other Frontage types. Large trees within the forecourts may overhang the sidewalks to provide additional shade.				
Stoop: a Frontage where the facade is aligned close to the Frontage Line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing.				
Shopfront: a Frontage where the facade is aligned close to the Frontage Line with the building entrance at sidewalk grade. This type is conventional for retail use. It has a substantial glazing on the sidewalk level and an awning can overlap the sidewalk with a right of way encroachment permit.				
Gallery: a Frontage where the facade is aligned close to the Frontage line with an attached cantilevered shed or a lightweight colonnade overlapping the sidewalk with a right of way encroachment permit. This type is conventional for retail use. The gallery shall be no less than 10 feet wide and should overlap the sidewalk to within 2 feet of the curb.				
Arcade: a Frontage where the facade is a colonnade that overlaps the sidewalk, while the facade at sidewalk level remains at the Frontage Line. This type is conventional for retail use. The arcade shall be no less than 12 feet wide and should overlap the sidewalk to within 2 feet of the curb.				

SECTION IV. INTERCHANGE OVERLAY DISTRICT

Interchange Overlay Development Standards

3. PERMITTED TYPES

<p>Rearyard: A building that occupies the full Frontage. The rearyard can accommodate substantial parking.</p>	
<p>Courtyard: A building that occupies the boundaries of its lot, while internally defining one or more private patios.</p>	
<p>Flexible: Specifically designed to meet the intent of these standards. Buildings shall be unique in design and appearance and be in compliance with these standards.</p>	

4. PERMITTED HEIGHT

MAXIMUM BUILDING HEIGHTS
Height restrictions are set by Chapter 17.16 of the Castle Rock municipal code and/or Town Council approved IO PD. Height will be measured from the dirt grade to the top of the roof.

SECTION IV. INTERCHANGE OVERLAY DISTRICT**Interchange Overlay Development Standards****C. PROPOSED PERMITTED USES**

1. These permitted uses should be used as a guide for establishing IO PD allowed permitted uses. The goal is to ensure mixed use development in an IO PD.

By Right ☐	CIVIC BUILDINGS	LIGHT INDUSTRIAL
RESIDENTIAL	Bus Shelter ☐	Manufacturing ☐
Mixed Use Block ☐	Convention Center ☐	Laboratory Facility ☐
Apartment Building ☐	Conference Center ☐	Fabrication ☐
Live/Work Unit ☐	Recreation Center ☐	Wholesaling ☐
Row House ☐	Fountain or Public Art ☐	Research and Development ☐
LODGING	Library ☐	OTHER
Hotel ☐	Live Theater ☐	Gasoline Station ☐
Inn ☐	Movie Theater ☐	Drive-Through Facility ☐
Bed & Breakfast ☐	Museum ☐	Shopping Center ☐
OFFICE	Outdoor Auditorium ☐	Shopping Mall ☐
Office Building ☐	Parking Structure ☐	Childcare Center ☐
Live/Work Unit ☐	Passenger Terminal ☐	
Flex Building ☐	College and Dormitory ☐	
RETAIL	Sports Stadium ☐	
Open-Market Building ☐	Surface Parking Lot ☐	
Retail Building ☐	Religious Assembly ☐	
Art Gallery ☐	CIVIL SUPPORT	
Restaurant/Bar ☐	Funeral Home ☐	
Liquor Store ☐	Hospital ☐	
First Floor Manufacturing ☐	Medical Clinic ☐	

2. **Use By Special Review**

- a. Uses outside of the categories outlined above and/or are within the IO PD permitted uses, which include, but are not limited to the following may be granted subject to an application through for a Use by Special Review.

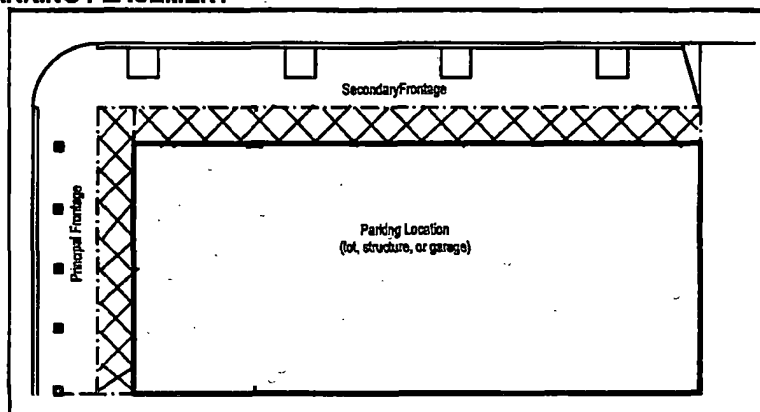
Use By Special Review ☐
OTHER
Cemetery ☐
Electric Substation ☐
Wireless Cell Tower ☐
Car Sales ☐

SECTION V. PARKING STANDARDS

Interchange Overlay Development Standards

V. PARKING STANDARDS

A. PARKING PLACEMENT



 Parking setback area. Minimum 10 feet.

1. Parking shall be accessed by alleys or rear lanes, when such are available.
2. Open parking areas shall be masked from the Frontage by a building or streetscreen.
3. Bicycle racks shall be provided for of all buildings.

B. REQUIRED PARKING

USE	PARKING
Residential	2 / dwelling
Office (non-medical)	4 / 1000 sq. ft.
Retail	3.5 / 1000 sq. ft.
Hotel/Lodging	1 / Bedroom
Restaurant	1 / 3 seats
Medical Office	4.5 / 1000 sq. ft.

NOTE: Other uses not listed above will determine their parking requirements through the IO PD process.

1. The standard parking requirements for a Mixed-use development may be reduced by a calculation of shared parking requirements for the development, utilizing an accumulation factor table based upon the proportions contained in the following table to access peak period parking requirement.
2. The total aggregate reduction in the minimum-parking requirement for uses shall not exceed 20 percent of the standard conventional parking requirement or as approved by the Development Services Director. Car parking stalls located in front of residential garages or within individual residential unit garages or allocated or designated parking spaces shall not be included in any shared parking calculation.
3. On-street parking that is directly adjacent to the lot frontage may be counted as part of the parking provision.

SECTION V. PARKING STANDARDS

SECTION VI. ROADWAY HIERARCHY AND STREET STANDARDS

Interchange Overlay Development Standards

C. SHARED PARKING CALCULATION (TABLE A)

USE	WEEKDAY	EVENING	NIGHT	WEEKEND
Residential	45%	75%	100%	100%
Office (non-medical)	100%	40%	5%	10%
Retail	95%	100%	5%	100%
Hotel/Lodging	95%	75%	100%	100%
Restaurant	100%	100%	15%	100%
Medical Office	100%	90%	10%	80%

NOTE: Other uses not listed above will determine their parking requirements through the IO PD process.

- Table A is used to calculate the demand based on the appropriate % of the conventional parking requirement at specified periods of the day. The highest resultant Mixed-use accumulation is used to determine the maximum shared parking demand. An example on how to apply the shared parking calculation can be found at Section X of this document.

VI. ROADWAY HIERARCHY AND STREET STANDARDS

A. STANDARDS

- Unless specifically modified herein, the design and construction of all streets, alleys, sidewalks and bikeways shall conform to the Town's Public Works Regulations and the Town's Transportation Master Plan.
- Cul-de-sacs are not recommended.

B. PUBLIC FRONTAGE

- The Public Frontage contributes to the character of each Interchange Overlay District, and includes the sidewalk, curb, planter, bike lanes and street trees.
- The spacing for planting in the Public Frontages may be adjusted to accommodate specific site conditions, such as the spacing of trees to avoid visually obscuring the shopfronts.
- The Public Frontage shall include trees and understory planting materials of various species, shall conform to the Town of Castle Rock's water conservation standards, Landscape Regulations, and the streetscape standards.
- The introduced landscape shall consist primarily of native species requiring minimal irrigation, fertilization and maintenance.

SECTION VI. ROADWAY HIERARCHY AND STREET STANDARDS

Interchange Overlay Development Standards

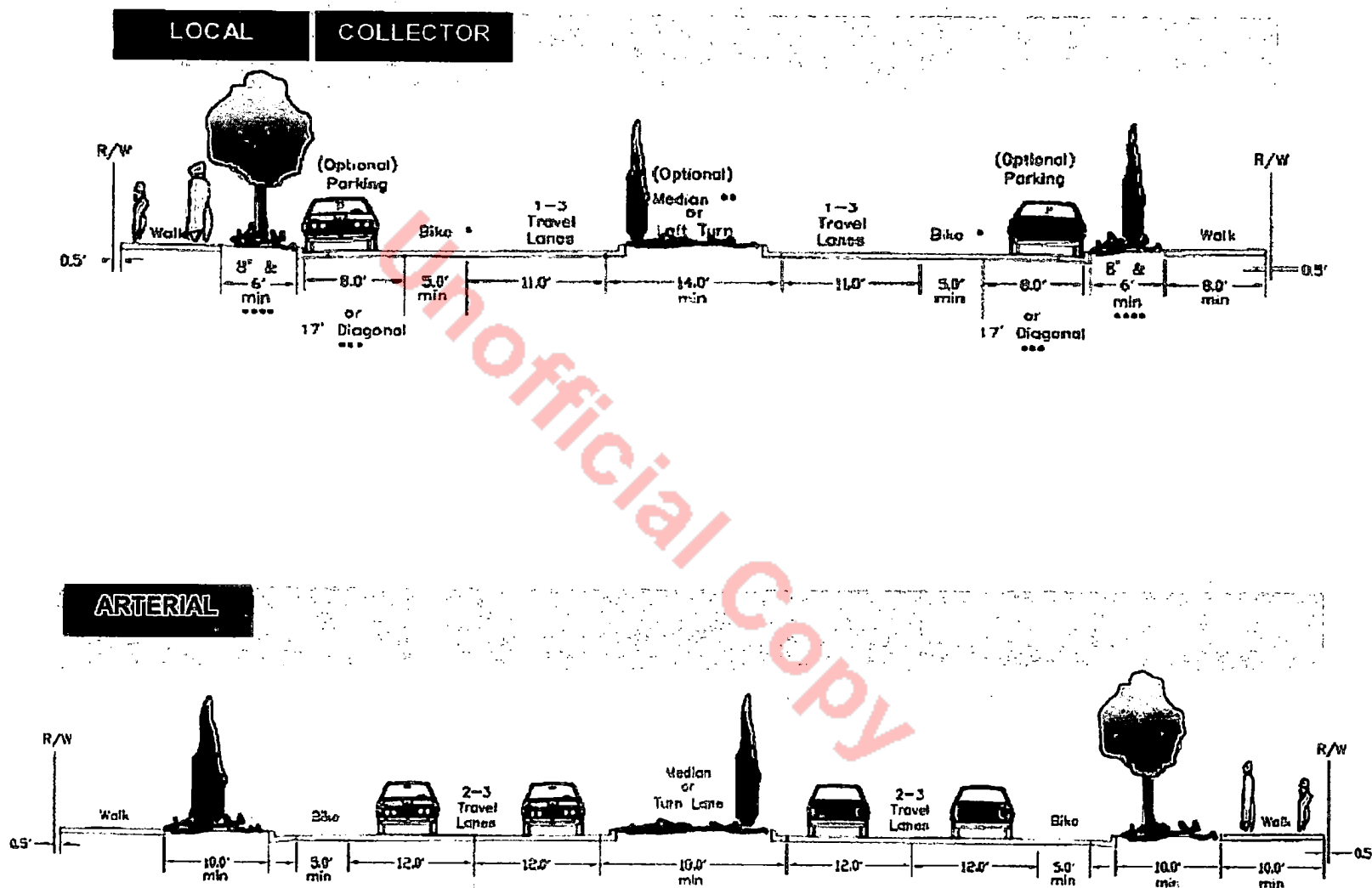
C. ROADWAY HIERARCHY (TABLE B)

REQUIRED STANDARDS	ARTERIAL	COLLECTOR	LOCAL	ALLEY
ROW minimum	122	84	56	25
FL to FL minimum	80	50	26	20 (note)
Design Speed	40	30	20	5
Number of Travel Lanes (min-max)	4 - 6	2 - 4	2	2
Travel Lane Minimum	12	11	11	10
Travel Lane (with angled parking)	X	X	11	X
Median minimum	18	14	OPTIONAL**	X
Turn Lane minimum	12	12	OPTIONAL	X
On-Street Parking (parallel)	X	8	8	X
On-Street Parking (angled)	X	X	17	X
Bike Lane minimum	5	5	5*	X
Streetscape area minimum	10	8	6	X
Sidewalk minimum	10	8	8	X
Curb Extensions with parking	X	YES	YES	X
Corner Radii minimum	25 (R)	20 (R)	20 (R)	X
Exclusive Left Turn Lane Allowed	YES (R)	YES (R)	YES (R)	X
Pedestrian Islands	YES (R)	YES (R)	YES (R)	X

D. ROADWAY HIERARCHY STANDARDS

- Unless specifically modified herein, the design and construction of all streets, alleys, sidewalks and bikeways shall conform to the Town's Public Works Regulations and the Town's Transportation Master Plan.
- Table B is used in conjunction with the attached roadway design cross sections, the roadway design cross sections may be specified based on the parameters of the roadway hierarchy Table B.
- Each type of roadway hierarchy (ARTERIAL, COLLECTOR, LOCAL) may only connect to a roadway type within that specification or to a roadway type in a directly adjoining specification (excepting ALLEY).
 - ARTERIAL can connect with COLLECTOR.
 - COLLECTOR can connect with ARTERIAL and LOCAL.
 - LOCAL can connect to COLLECTOR.
 - ALLEY can connect to COLLECTOR and LOCAL.
- (R) indicates that roundabout integration is encouraged as an alternative design solution. The final design of any roundabout will be subject to traffic volume and intensity of land use and sign-off by the Town's Public Works division.
- ALLEY may have inverted crowns and not flowlines.
- Refer to Cross Sections for the following:
 - * Bike lanes are required on COLLECTOR and LOCAL roads that intersect with COLLECTOR roads.
 - * Bike lanes not permitted between diagonal parking and drive lanes.
 - ** Median required on LOCAL roads that intersect with COLLECTOR roads.
- Narrow street sections with on street parking will have to comply with Fire Department emergency access requirements.
- The appropriate sight-line/sight-triangle will need to be accommodated at intersections where buildings are in proximity to the back edge of the sidewalk.

SECTION VI. ROADWAY HIERARCHY AND STREETS STANDARDS
E. INTERCHANGE OVERLAY DISTRICT ROADWAY CROSS SECTIONS

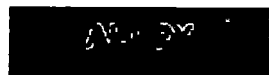


SECTION VI. ROADWAY HIERARCHY AND STREET STANDARDS

Interchange Overlay Development Standards

F. UNDERGROUND UTILITIES

1. Underground utilities shall conform with the Town of Castle Rock's Public Works Regulations unless otherwise provided.



2. Alleys may be utilized in tandem with a parallel local street for the provision of underground wet utilities. Typically, only one utility shall be permitted within an alley. This shall be limited to either storm or sanitary sewer. If two wet utilities are required within an alley, there shall be a maximum diameter of 18" for each pipe.

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SECTION VII. STREETScape AND LANDSCAPE

Interchange Overlay Development Standards

A. STREETScape STANDARDS

1. GENERAL

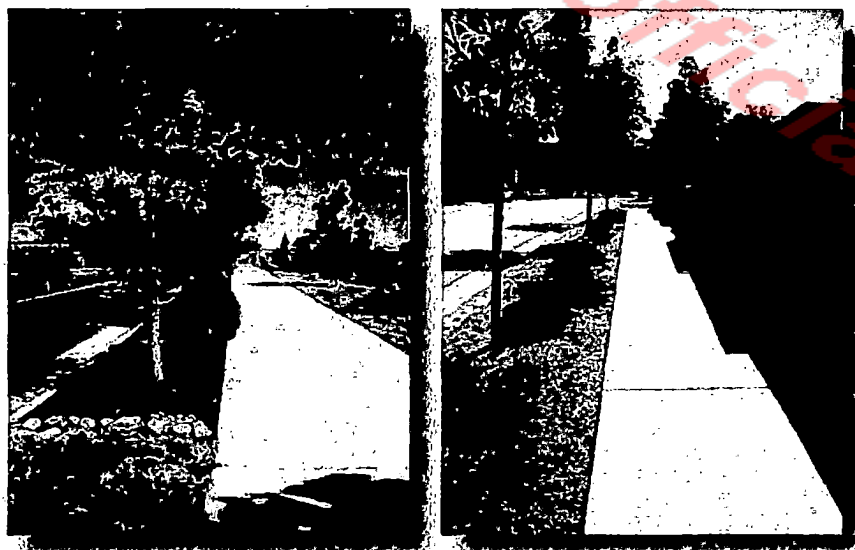
- a. Unless specifically modified herein, the design of streetscapes shall conform to the Town's Landscape Regulations and/or approved IO PD.
- b. Continuous planters shall be provided along all streets without on street parking.
- c. Intermittent planters shall be utilized along commercial streets with parallel on street parking.
- d. The widths of the planters shall be determined by the street section in accordance with these standards.
- e. Permitted Tree Types/Species. that are suitable for urban streetacapes.
 - i. Acer platanoides 'Columnar' (Columnar Norway Maple)
 - ii. Quercus robur 'Fastigita' (Columnar English Oak)
 - iii. Gleditsia triacanthos inermis 'Skyline' (Thornless Common Honeylocust)
 - iv. Pyrus calleryana 'Aristocrat' (Aristocrat Pear)
 - v. Pyrus calleryana 'Redspire' (Redspire Pear)
 - vi. Others as approved by the Public Works department.

2. STREETScape PLANTER TYPE:

Photos are intended to represent examples of streetscape types and are not to scale.

a. Continuous Planter

The streetscape element of the Public Frontage that includes a continuous landscape area for the length of a block, unbroken by any area of non-living material.



SECTION VII. STREETSCAPE AND LANDSCAPE

Interchange Overlay Development Standards

b. Intermittent Planter

The streetscape element of the Public Frontage, generally located along commercial streets or in areas with parallel parking, that provides for alternating areas of landscape and non-living landscape elements. The landscape areas shall be a minimum of 7 feet in length, alternated with areas of non-living landscape elements (such as pavers or stone) that shall be a maximum of 7 feet in length, located so as to allow ease of ingress and egress from parked cars.



SECTION VII. STREETScape AND LANDSCAPE

Interchange Overlay Development Standards

c. Tree Wells

Tree wells are not the preferred method of providing street trees; however, if they are proposed as an integral part of a streetscape that meets the Town's vision for the street, they may be permitted provided the soil requirements are met.



SECTION VII. STREETScape AND LANDSCAPE

Interchange Overlay Development Standards

3. STREETScape TABLE

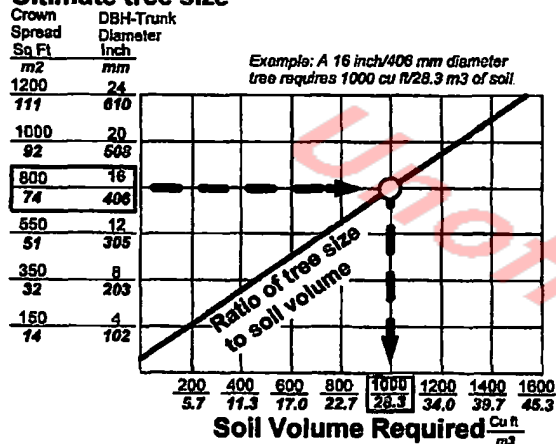
a.

Planter Areas	Tree Size and Spacing	Irrigation Type
10 feet and greater	Shade Trees located 35 feet on center	Spray, drip or SDI
4-10 feet	Ornamental Trees	Drip or SDI
Less than 4 feet	Non-living material***	Drip or SDI

i. ***Generally only non-living material is permitted in these areas, however 5-foot square tree wells with ornamental trees and/or ground cover and low clearance shrubs with a mature height less than 4 feet without pruning, may be considered appropriate in these locations. No turf or overhead irrigation is permitted. Trees in these areas shall require one of the following:

- Structural soil is utilized, which provides a large volume of non-compacted soil with adequate drainage and aeration and reasonable fertility while fulfilling load-bearing requirements for base courses under pavement, or
- Soil is imported and made consistent with the graphic below.

Ultimate tree size



Calculating soil volumes for each tree

4. LANDSCAPING

- Xeriscape landscaping concepts for water conservation shall be incorporated by utilizing low water use plant material and organic mulches in landscaped areas.
- All landscaping shall be installed in conformity with the Town's line-of-sight regulations and with the Town's Landscape Regulations.
- Landscaping should be grouped in zones rather than randomly dispersed throughout the site. These zones could include entryways, corners, buffer zones, and locations to frame the building or accent the architecture.
- Street trees shall be provided in front of buildings except where entrances, special architectural features or storefronts require more exposure to the street.
- Entryways should be designed and planted with either ornamental or native plant material, depending on the theme of the center or project.

SECTION VII. STREETScape AND LANDSCAPE

Interchange Overlay Development Standards

- f. When low points on the site are close to the street edge, the appearance of the detention areas shall be carefully considered. Landscaping shall extend to the edge of the detention areas. Wherever possible, there shall be shared detention areas or larger regional detention areas.
- g. New developments should provide for opportunities for the installation of art in landscaped areas and in front of buildings.
- h. Adding color through the use of annual and perennial plant material is encouraged. This can occur by using potted plants in movable containers, which can be used to define outdoor seating areas, entries, and to define walkways.
- i. Where fencing of a property is required along a front property line or exterior side yard property line, it shall be located behind or integrated with the landscape buffer or screen. Landscape screens can be a combination of berms and plant materials and shall be thickly planted so as to obscure undesirable views.

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SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards

VIII. DESIGN STANDARDS

A. DESIGN STATEMENT

1. The depictions of Private Frontages are graphic only and are not intended to identify plant species, median or sidewalk spacing, or soil preparation. Reference the Town of Castle Rock Landscape Regulations or the streetscape standards.

B. SITE DESIGN AND LAYOUT

1. Buildings shall be sited and designed so as to frame and preserve views, as well as frame gateways along the corridors.
2. Buildings shall be designed to take up natural grade transitions and contours. Where this cannot occur, stepped retaining walls with landscaping shall be used.
3. Buildings shall be compatible in terms of scale, lot size, massing, building placement and orientation.
4. Orientation of new buildings shall take into account adjacent buildings and the angle of the sun in order to minimize ice build up on pedestrian or vehicular ways.
5. In a town center, where storefronts are typical, the building fronts shall be located at the property line to define the sidewalk edge and create a sense of vitality for the public sidewalk.
6. Buildings shall be located along the perimeter of a development with internal roadways and parking screened by buildings from the public roads. The importance of spaces between buildings should be recognized, and these spaces should have a planned and useful shape and not simply be left over areas.



7. Facades shall be built parallel to a rectilinear Principal Frontage line or to the tangent of a curved Principal Frontage line, and shall include a portion of the structure at the setback line.

SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards

8. Large clear windows, prominent entryways, awnings and canopies should be used.



9. Buildings shall have their primary orientation toward the street rather than the parking area.

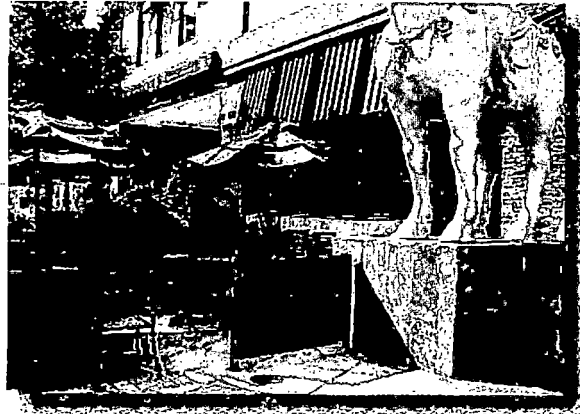


10. Pedestrian walkways from the public sidewalk to the main building entrance shall be provided.
11. In the absence of a building facade along any part of a Frontage Line, a streetscreen shall be built parallel with the facade. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.

SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards

12. Developments can be set back from the property line to allow for outdoor dining areas, patios, plazas, and entranceways as long as the facade continuity is not interrupted. Buildings that are placed immediately adjacent to the sidewalk should promote visibility and pedestrian orientation with plazas or other pedestrian areas.



13. Trash and outdoor storage areas, mechanical equipment and similar areas shall be screened and shall be substantially obscured from the street. Attractive fences or walls shall be used to screen dumpsters and trash enclosures.



SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards



14. Roof-mounted mechanical equipment shall be concealed from street level public view by screening in a manner consistent with the character of the building.
15. Service areas and loading docks shall be screened or landscaped and should not be accessed directly from the street. Where feasible, service access and loading areas should be accessible from alleys or from parking lots located at the rear of buildings.



C. PARKING AND LOT DESIGN

1. Shared parking between adjacent businesses and/or developments is encouraged.
2. Vehicular access to a parking area should be provided from an alley or side street, where feasible, not from a primary shopping street.
3. Ground floor businesses are encouraged to permit access for patrons from the parking areas located at the rear of the building. Business signs and decorative lighting at this entry should be oriented to the pedestrian.
4. Parking lots shall provide a well-defined pedestrian circulation system within the site. Protected pedestrian walkways should directly link to entrances and the internal circulation of the buildings and to parking areas, and also to other buildings.
5. Trees, shrubs and ground covers shall be used in islands to break up large expanses of paving and provide shade, in conformance with the Town's Landscape Regulations. Water-efficient landscaping shall be used.

SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards



6. The landscape character of the streetscape should be extended into surface parking lots by introducing large canopy trees. The planting of shade trees in parking lot islands is required.



7. The preferred parking configuration is to have large-scale parking areas for a building or buildings located behind the building and be screened from view of adjacent properties with landscaping and decorative fencing. Where possible, car park screening shall follow the existing building line.



8. Parking areas should be separated from buildings by either walkways and/or landscaped strips. Parking with head-in orientation is acceptable where it can be shown

SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards

that the sidewalks are sufficiently wide to create a pleasant pedestrian area, the parking layout assists in reducing traffic speeds yet does not produce hazardous situations, and the overall character is beneficial to the pedestrian.

9. Access to parking structures should minimize disruption to storefront continuity and not conflict with pedestrian safety.
10. Where applicable, the design of decked parking and parking structures should be integrated with surrounding development in order to create a continuous, attractive streetscape.



D. ARCHITECTURAL DETAIL

1. Development that is visible from, or adjacent to roads, open space and residential areas shall have well designed façades on all sides. This is considered a "360 degree" design treatment.



SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards

2. All development which is located within 10ft of a public street shall provide at minimum 50% of its ground floor length and twenty-five percent (25%) of the area of the ground level wall area, which is defined as the area up to the finished ceiling height of the fronting space or fifteen feet (15') above finished grade, whichever is less, as windows, display areas or doorways. Required windows shall allow views into lobbies or similar areas of activity, pedestrian entrances, or display windows. Required windows shall provide a lower sill no more than three feet (3') above grade; except where interior floor levels prohibit such placement, the sill may be located not less than two feet (2') above the finished floor level to a maximum sill height of five feet (5') above exterior grade. The size and scale of windows should be varied. Sills and mullions should be used to continue and emphasize a specific architectural style. Features such as recessed windows, pilasters, definition of floor lines, corner quoins, cornices, and parapets should be used to create shadows and visual interest.



3. The different elements of a building's facade should be emphasized by use of color, arrangement of facade elements, or a change of materials.
4. Clear, transparent windows shall be used for all ground floor retail uses.
5. Darkly tinted windows and mirrored windows which block two way visibility are prohibited as ground floor windows
6. The use of awnings is encouraged and awnings should fit in proportion to the module of the individual storefront rather than extending beyond a single bay.
7. Recessed entries to individual storefronts are required, as it creates a transition from the sidewalk to the interior of a Commercial building.

SECTION VIII. DESIGN STANDARDS**Interchange Overlay Development Standards**

8. Awnings, arcades, and galleries may encroach the sidewalk to within two feet of the curb providing that the structures clear the sidewalk vertically by at least 8 feet.
9. Parapets shall be used to screen flat roofs and shall be designed as an architectural feature. A distinctive cornice can be used to emphasize a roofline in the design of a building.
10. Buildings at corners shall have special roof shapes in order to emphasize their corner location
11. Roof overhangs at pedestrian entries provide protection for shoppers and are encouraged.
12. Roofing materials shall be of a color and material consistent with the architectural character of the building and should convey a sense of permanence and quality.

E. BUILDING MASSING AND SCALE

1. Corner locations on a block are highly visible and shall be designed with visually prominent elements and variation in height. Corner entryways are encouraged, and alcoves, canopies, or other means of shelter should be provided at corner intersections.



SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards

2. Expression lines shall be utilized for buildings three stories or greater in height.
3. Variation in the building façade by vertical or horizontal articulation, window and entry variations, patios, plazas or other landscaped pedestrian areas is encouraged. Strong vertical elements such as windows, pilasters, columns, stairs, and towers shall be used where feasible to identify individual Commercial spaces.
4. Variations in roofline and building height can effectively break up massing and provide visual interest. Variations in rooflines can include gables, dormers and well-defined parapets.



5. The primary entrances to the building should be clearly identified with a canopy or awning, or treatments on the public sidewalk could also be used to define the major entries.
6. Large volumes or planes shall be broken up into smaller ones in order to reduce the visual scale of a building. The mass of a building shall be varied in form or divided to emphasize the various interior building functions.



7. The upper stories of a building shall be distinguished by using offsets or changes of material.
8. The sidewalk in front of a building shall be designed with elements that create a pedestrian friendly environment. Design elements shall be used to visually reduce the mass of the building.

SECTION VIII. DESIGN STANDARDS**Interchange Overlay Development Standards****F. BUILDING MATERIALS AND COLOR**

1. Building or accent colors shall not be bright or intense nor should highly reflective surfaces be utilized. Colors of the building materials should reflect those found in the natural landscape, such as soft greens, muted reds and pinks, warm grays and brown tones.
2. Materials such as stone, brick, pre-cast concrete, cast stone and architectural metals should be combined to enrich the appearance of a building and highlight architectural features.



3. Building materials and texture on the ground floor add to the pedestrian experience and quality finish materials shall be used. Compatible materials shall be used on all sides of a building.
4. Within a development, the materials, texture and color of materials of the individual storefronts should be varied. Contrasting colors for architectural details, awnings, and at entrances shall be used to create interesting architectural features.



5. Large areas of white or cool grays, and reflective glass curtain wall systems may be permitted by variance.
6. Bright corporate colors may be permitted by variance.

SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards

G. SIGNAGE

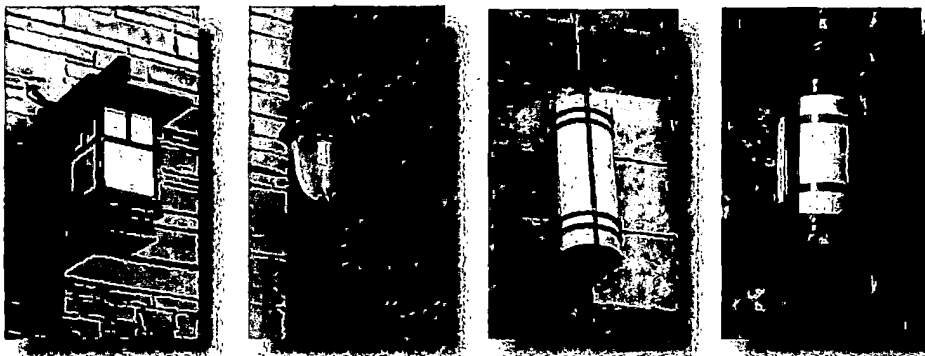
1. Hanging signs can use a wide variety of colors and icons to create a unique character and are encouraged.



2. Signs shall have a minimum clearance of eight feet above the sidewalk for public safety.
3. Signs shall be incorporated into the architecture of the building.
4. Internally illuminated signs are not recommended.
5. All permanent external signage should be designed and located in the landscape so as to be compatible with the building design and scale.

H. LIGHTING

1. Innovative, decorative, and attractive light fixtures are encouraged and shall be used throughout the development. These fixtures shall fit the style of the building and respect the Town's character.



SECTION VIII. DESIGN STANDARDS

Interchange Overlay Development Standards

2. Pedestrian-oriented light fixtures shall be incorporated into the design of open spaces and should be complementary to the existing light standards on the sidewalks.



3. Lighting of the development shall complement the building design. Floodlights can be incorporated into the design of the building façade and shall be cut-off fixtures with reduced glare.
4. Lighting that is non-IREA approved shall be maintained privately and not by the Town.
5. Use of LED lighting technologies are encouraged.

I. WALLS AND FENCES

1. Large expanses of blank retaining walls are not permitted. Variations in the color of the wall, materials and landscaping are all to be used, singly or in combination, to improve the appearance of a wall.
2. Retaining walls shall be distributed throughout the site rather than be designed as high perimeter walls. (Terracing may be an option on a case by case review.)
3. Landscape pockets along walls or fences are encouraged. These should be a design element that is repeated frequently along the length of a wall.

SECTION III. DESIGN STANDARDS

Interchange Overlay Development Standards



4. Walls comprised of two or more retaining walls are required to include landscaping at the base, the terrace between walls, and at the top of a retaining wall. Trees or shrubs shall be planted in indentations in the wall or landscaped areas in front of the wall.
5. Retaining walls shall be designed to blend in with the adjacent buildings or structures unless shielded from public view by adjacent buildings or structures.
6. A decorative cap, railing or some similar element shall be placed at the top of a retaining wall.

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SECTION IX. DEFINITION OF TERMS

Interchange Overlay Development Standards

VIII. DEFINITIONS

This Article provides definitions for terms in this Code that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this Article, then it is located within the Town of Castle Rock's Municipal Code. If the definition is not located within the Town of Castle Rock's Municipal Code the Town of Castle Rock's Development Services Director will determine its meaning and intent.

Apartment: a residential unit sharing a building and a lot with other units and/or uses; may be for rent, or for sale as a condominium.

Block Perimeter: A total measurement of the boundaries of all sides of a unit of contiguous lots or parcels bounded by roadways or other barriers.

Building Situation: the placement of a building on its lot.

By Right: characterizing a proposal or component of a proposal for a IOZ PD that complies with the interchange overlay zoning development standards and is permitted and processed administratively, without public hearing.

Code: Town of Castle Rock's Interchange Overlay Zoning Development Standards.

Commercial: the term collectively defining workplace, Office, retail, and lodging functions.

Configuration: the form of a building, based on its massing, Private Frontage, and height.

Corridor: a lineal geographic system incorporating transportation and/or greenway trajectories.

Edgelyard Building: a building that occupies the center of its lot with setbacks on all sides.

Effective Parking: the amount of parking required for Mixed-Use after adjustment by the shared parking factor.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a setback, into the Public Frontage, or above a height limit.

Expression Line: a line which breaks up the façade of a building over 3 stories which extends across the major part of the width of a façade and is expressed by a variation in material or by a limited projection such as a molding or balcony. (Syn: transition line.)

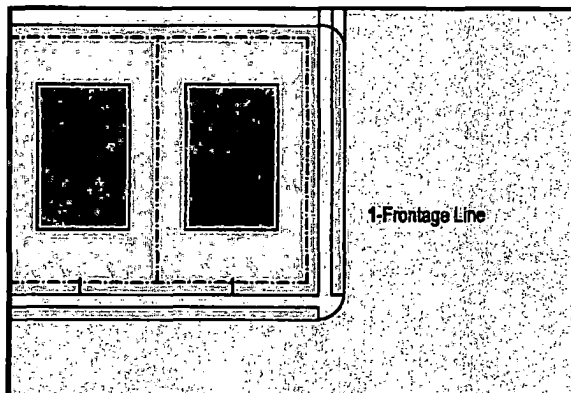
Flex Building: A building that includes a mixture of light industrial, office and retail spaces, including the opportunities for warehouse or light manufacturing operations, related office and a showroom/retail space in a shopfront type building.

SECTION IX. DEFINITION OF TERMS

Interchange Overlay Development Standards

Frontage: the area between a building facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into Private Frontage and Public Frontage.

Frontage Line: a lot line bordering a Public Frontage. Facades facing Frontage Lines define the public realm and are therefore more regulated than the elevations facing other lot lines.



Function: the use or uses accommodated by a building and its lot.

Gateway: An entrance that defines the Town's boundaries and points of entry from major streets, alleys, sidewalks and bikeways and can consist of an ensemble of streets, buildings, natural features and landscapes, bridges, and special elements such as signage and public art. Gateways can provide a strong sense of identity and arrival to the Town. The major gateways into Castle Rock along major streets, alleys, sidewalks and bikeways should convey the Town's identity by utilizing characteristic design elements that reflect Castle Rock's character and heritage.

Green: a civic space type for unstructured recreation, spatially defined by landscaping rather than building Frontages.

Greenway: an open space corridor in largely natural conditions which may include trails for bicycles and pedestrians.

IO: Interchange Overlay District refers to Chapter 17.16 of the Town's municipal code.

IO PD: Interchange Overlay Planned Development that has been approved by the Town of Castle Rock's Town Council.

Interchange Overlay District (IOD): is identified in the Town's adopted 2020 Comprehensive Master Plan, as amended, that is one of four existing or proposed interchanges along I-25 as locations for gateways into the town where higher intensity and high quality economic development should occur through zoning initiatives. An outline zoning overlay of existing zoning entitlements that is voluntary and implemented through the IOZ PD process.

Landscape Regulations: those regulations, criteria, manuals and other documents that govern landscaping.

SECTION IX. DEFINITION OF TERMS

Interchange Overlay Development Standards

Light Industrial: A land use that consists of activities such as manufacturing, research and development, processing, fabrication, wholesaling, and/or storage. A retail component may be permitted in conjunction with these activities.

Liner Building: a building specifically designed to mask a parking lot or a parking structure from a Frontage.

Live-Work Unit: a Mixed-use unit consisting of a Commercial and residential function. The Commercial function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry. (See *Work-Live*)

Manufacturing: premises available for the creation, assemblage and/or repair of artifacts, using table-mounted electrical machinery or artisan's equipment, and including their retail sale.

Mixed-use: multiple functions separated horizontally or vertically within the same or multiple buildings.

Office: premises available for the transaction of general business but excluding retail and Manufacturing uses.

Parking Structure: a building containing of one or more stories of parking above grade.

Plaza: a civic space type designed for civic purposes and Commercial activities. They are generally paved and spatially defined by building Frontages.

Pocket Park: an open space area centrally located within identified pedestrian shed, owned and maintained by an HOA or other private entity, designed and equipped for the recreation of children that includes playground equipment and open plan areas.

Principal Building: the main building on a lot, usually located toward the Frontage.

Principal Entrance: the main point of access for pedestrians into a building.

Principal Frontage: On corner Lots, the Private Frontage designated to bear the address and Principal Entrance to the building, and the measure of minimum lot width.

Private Frontage: the privately held Layer between the Frontage Line and the Principal Building facade.

Public Works Regulations: those regulations, criteria, manuals and other documents that govern public works infrastructure.

Recess Line: a line prescribed for the full width of a facade, above which there is a stepback of a minimum distance, such that the height to this line (not the overall building height) effectively defines the enclosure of the enfronting public space.

Transportation Master Plan: the master plan that governs all transportation elements and design criteria.

SECTION X. EXAMPLE SHARED PARKING CALCULATION**Interchange Overlay Development Standards****SHARED PARKING CALCULATION EXAMPLE**

The example described here calculates the shared parking requirement for a mixed use development that comprises of the following:

- 60 Residential Units (peak parking demand primarily at night time and weekend)
- 5000 sq.ft of Office space (peak parking demand primarily at weekday)
- 10000 sq.ft of Retail space (peak parking demand primarily at weekend, weekday and evening)
- 75 bed Hotel (peak parking at night and weekend)
- 100 seat Restaurant.
- 500 sq.ft Medical Office (peak parking spread throughout the week)

The shared parking calculation takes into account the peak parking required for a combination of uses at any one time. In this example we can see that the peak parking requirement is at the Weekend (269 spaces). In normal parking code circumstances each use would be calculated separately, giving a parking requirement of 287 spaces. The shared parking code allows a maximum reduction of 20% (or as approved by the Development Services Director) if the shared peak parking warrants that. In this case the peak parking requirement shows a 6.3% reduction from normal requirements.

Interchange Overlay Zoning Development Parking Standards							
	Unit	Standard	Weekday	Evening	Night	Weekend	
Residential (units)	60	120	54	90	120	120	
Office (sq. ft)	5000	20	20	8	1	2	
Retail	10000	35	34	35	2	35	
Hotel (rooms)	75	75	72	57	75	75	
Restaurant (seats)	100	34	34	34	6	34	
Medical Office (sq. ft)	500	3	3	3	1	3	
		Required	287	217	227	205	269
Standard Requirement	287						
Maximum Reduction (20%)	230						
Peak Demand	269	reduction					
IOZ Requirement	269	6.3%					

**MILLER'S LANDING
DEVELOPMENT AGREEMENT**

DATE: December 6, 2016.

PARTIES: **TOWN OF CASTLE ROCK**, a home rule municipal corporation,
100 Wilcox Street, Castle Rock, Colorado 80104 ("Town").

FENWAY PARTNERS, LLC, a Colorado limited liability company,
299 Milwaukee Street, Suite 300, Denver, CO 80206 ("Owner").

RECITALS:

A. The parties have determined that it is in their mutual interest to enter into an agreement governing the development of the property described in the attached *Exhibit 1* ("Property") in conjunction with the rezoning of the Property.

B. The parties acknowledge that this Agreement contains reasonable conditions and requirements to be imposed upon the development of the Property, and that these restrictions are imposed to protect and enhance the public health, safety and welfare.

COVENANTS:

THEREFORE, in consideration of these mutual promises, the parties agree and covenant as follows:

**ARTICLE I
DEFINITIONS**

1.01 Defined Terms. Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

Agreement: this Miller's Landing Development Agreement and any amendments to this Agreement.

Castle Meadows DA: the Castle Meadows Development Agreement dated January 5, 2016, recorded in the Records on February 23, 2016 at Reception No. 2016010574.

Castle Meadows PD: the Castle Meadows Interchange Overlay Planned Development Plan recorded in the Records on February 23, 2016 at Reception No. 2016010573.

Charter: the Home Rule Charter of the Town, as amended.

Code: the Castle Rock Municipal Code, as amended.

Developer: Citadel Development, LLC, a Delaware limited liability company, its agents and assigns.

Development Exactions: the fees and charges imposed by Town under the Town Regulations on development and construction, including System Development Fees.

District: the Miller's Landing Business Improvement District, a quasi-municipal corporation and political subdivision of the state formed pursuant to C.R.S. §31-25-1201, *et seq.* ("Business Improvement District Act"), authorized by the Town Council by Ordinance No. 2016-027.

Facilities: the infrastructure prescribed by Town Regulations necessary to furnish Municipal Services and Public Utilities to the Property, including the infrastructure required to extend or connect the Facilities to complimentary infrastructure off-site of the Property.

Interchange Overlay Planned Development Plan (IOPDP): the Miller's Landing Interchange Overlay Planned Development Plan approved the Town Council on December 6, 2016 by Ordinance No. 2016-042.

Municipal Services: police and fire protection, water, wastewater, storm water drainage, street maintenance, general administrative services including Code enforcement and any other service provided by Town within the municipality.

Operating Plan: the annual operating plan for the District approved by the Town pursuant to the Business Improvement District Act, consistent with Town Ordinance No. 2016-027 approving formation of the District.

Owner: the person(s) in title to any portion of the Property, according to the records of the Douglas County Clerk and Recorder. The use of the singular "Owner" shall refer to all Owners of the Property, unless the context of the Agreement otherwise limits the reference. As of the date of execution of this Agreement, the Owner of the Property is Fenway Partners, LLC.

Phase: the distinct development phase or sub-phases for the Property as depicted on the Phasing Plan.

Phasing Plan: the Plan document which depicts the Phases and includes the matrix and notes designating development thresholds of which Facilities must be developed and Public Lands conveyed to the Town to serve a particular Phase.

Plans: the plans, documents, drawings and specifications prepared by or for Owner for the construction, installation or acquisition of the Facilities, as approved by the Town.

Plat: a subdivision plat of all or a portion of the Property.

Prior Agreement: the Development Contract dated December 20, 1973, recorded in the Records on February 13, 1991 in Book 954 at Page 525.

Property: the property which is subject to this Agreement, more particularly described in the attached *Exhibit 1*.

Public Lands: those portions of the Property designated on the IOPDP for dedication to the Town or other public entities for parks, recreational areas, public open space, well sites, utilities, public safety and other public purposes, or to the Douglas County School District RE-1 for educational facilities.

Public Utilities: the infrastructure necessary to extend services (other than Municipal Services) to the Property, which are provided by a public or quasi-public utilities including natural gas, electricity and cable television.

Records: the public records of the Clerk and Recorder of Douglas County, Colorado.

Site Development Plan (SDP): the zoning document prescribed under Title 17 of the Code.

SIA: a Subdivision Improvement Agreement entered into between the Town and subdivider of a Plat, as required under the Code.

System Development Fees: the capital recovery charges for water and wastewater plant, storm water and renewable water resources fees imposed under the Code.

Town Regulations: the Charter, ordinances, resolutions, and administrative regulations of the Town, including the Code, and other provisions of all zoning, subdivision and building codes, as the same may be amended from time to time.

Water Rights: the right to withdraw and use the Denver Basin groundwater underlying the Property.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

1.02 Cross-reference. Any reference to a section or article number, without further description, shall mean such section or article in the Agreement.

ARTICLE II APPLICATION AND EFFECT

2.01 Binding Effect. Subject to this Section 2.01, the Property is both benefited and burdened by the mutual covenants of this Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property, including any mortgagees or

lienholders, irrespective of whether specific reference to this Agreement is made in any instrument affecting title to the Property. Upon conveyance of all, or a portion of the Property, the Owner may elect to assign all or any rights or obligations imposed by this Agreement applicable to the portion of the Property conveyed, and upon such an assignment the grantor shall be relieved of all obligations so assigned, provided that: (i) the grantee expressly assumes such obligation, and (ii) the grantor shall not be relieved of any default under this Agreement attributable to the action or inaction of the grantor while the grantor was in title to such portion of the Property.

2.02 Mortgagee Obligation. No mortgagee or lienholder shall have an affirmative obligation hereunder, nor shall Town have the right to seek performance of this Agreement from mortgagees or lienholders except in the event a mortgagee or lienholder acquires legal title to all, or a portion of the Property, in which event the mortgagee or lienholder shall be bound by the terms, conditions and restrictions of this Agreement. Notwithstanding anything to the contrary in this Agreement, subject to written notice to the Town from an Owner containing the name and address of the lender or other party, an Owner may pledge, collaterally assign or otherwise encumber all or any part of its rights or obligations under this Agreement to any lender or other party that provides acquisition, construction, working capital, tenant improvement, or other financing to an Owner in connection with the acquisition and/or development of the Property owned by such Owner; provided however, such security transfer shall not relieve Owner from any obligation under this Agreement.

2.03 Owner Responsibility. Any obligation imposed under the Town Regulations or this Agreement on Owner to construct or pay for Facilities (including utilities and roads) may be assumed by (i) the District, (ii) the Developer, or (iii) as authorized through the Castle Rock Urban Renewal Authority ("Authority") pursuant to an applicable contractual obligation of the Authority. However, subject to 2.01, the Owner of the Property upon which development approval is granted shall have the ultimate responsibility for performance of the covenants and obligations of this Agreement, should a designated assignee fail to fully perform.

2.04 Town Regulations. Subject and subordinate to Article X, (i) the Town Regulations shall apply to the Property in the same manner and effect as within other areas of the Town, and (ii) this Agreement shall not in any manner restrict or impair the lawful exercise by the governing body of the Town of its legislative or police powers as applied to the Property, including specifically the amendment, modification or addition to the Town Regulations,

subsequent to the execution of this Agreement. Provided, Owner does not waive its right to oppose or challenge the legality or validity of any amendment to the Town Regulations that it could maintain absent this Agreement.

When this Agreement calls for compliance with the Town Regulations, the operative Town Regulations in effect at the time such compliance is required shall govern unless the provisions of this Agreement expressly provided to the contrary.

2.05 Supersession. Upon recordation of this Agreement the Prior Agreement shall be of no force or effect.

2.06 Commencement of Development. Execution of this Agreement by Owner does not create any obligation upon Owner to commence or complete development of the Property within any particular timeframe. Consequently, with the exception of the obligations associated with Prairie Hawk right-of-way dedication at the request of Town prior to commencement of development, as contained in 8.03 and 8.05, the obligations of Owner under this Agreement are not enforceable by the Town until and unless development on the Property commences. However, the deferral of commencement of development does not extend the term of the Vested Property Rights under Article X.

ARTICLE III DISTRICT AUTHORIZATION

3.01 Authorization. The parties anticipate that the District will finance and construct a significant portion of the Facilities when authorized under an Operating Plan, and conduct certain of the Owner's and Developer's other obligations pursuant to this Agreement, including without limitation the maintenance of landscaping pursuant to 9.06. Town shall accept the performance by the District of the obligations imposed on Owner and/or Developer under this Agreement, provided the District is so authorized to undertake such obligations. When the District undertakes development of Facilities or performance of landscape maintenance, reference in this Agreement to "Owner" or "Developer" shall mean "District" unless the context clearly indicates otherwise.

3.02 Surety. In recognition of the quasi-governmental nature of the District and its financial and taxing powers, District may satisfy the requirements under this Agreement or the Town Regulations for posting of financial guarantees to assure the construction (excluding

GESC) and warranty obligations for Facilities which the District has constructed by establishing a cash construction escrow (the "District Escrow") in accordance with the following:

- A. the District Escrow shall be established with a title insurance company or financial institution;
- B. the District Escrow deposit shall be in the amount equal to the cost of construction of the Facilities as demonstrated by the construction contract for such Facilities;
- C. the District may make progress payments to its contractors from the District Escrow, provided Town approves the payment request, which approval shall be timely and not unreasonably withheld, and shall be granted or disputed, in whole or in part, with specific reasons for any dispute provided;
- D. the District Escrow deposit may not be drawn down below the amount required for the warranty surety under the Town Regulations;
- E. the District Escrow agreement shall authorize the Town to access the District Escrow deposit in the event of a default by the District for the purpose of undertaking completion or remediation work on the Facilities as more specifically provided under the applicable SIA; and
- F. the District Escrow deposit remaining after completion of the Facilities and the posting of the required warranty surety, if any, shall be returned to the District.

In lieu of establishing the District Escrow (for construction and/or warranty), the District may, at its discretion, post any other form of financial surety authorized under the Town Regulations. In the event of a default by District in its obligation to construct the Facilities required to serve a particular Phase, as set forth in the applicable SIA, Town shall have the right to withhold issuance of building permits in such Phase until such default is cured, or in the event of an uncured default, draw upon the District Escrow or other form of surety in accordance with the Town Regulations and the applicable SIA.

ARTICLE IV GENERAL OBLIGATIONS

4.01 Municipal Services. Town shall provide the Property with Municipal Services at an equivalent service level as provided elsewhere within its municipal boundaries. Town reserves the right to contract with other governmental or private entities for delivery of Municipal Services to the Property, provided such service level is comparable to that provided by the Town in its proprietary capacity. The respective obligations of the parties for

development of infrastructure necessary for provision of the Municipal Services to the Property are addressed in Article VI and the Town Regulations.

4.02 Permitted Development. The development of the Property shall be in accordance with this Agreement, Town Regulations and land use approvals, and applicable state and federal law and regulations. Subject to the further provisions of Article VI, Town shall allow and permit the development of the Property, upon submission of proper application, payment of fees, exactions and charges imposed by the Town Regulations, including Development Exactions, and compliance with conditions precedent to permitting imposed by this Agreement or Town Regulations. Town shall coordinate with Owner in any filings or applications before other governmental jurisdictions necessary for Owner to fulfill its obligations under this Agreement.

4.03 Landfill Remediation. Town and Owner acknowledge that portions of the Property were once used as a landfill and are environmentally contaminated. Owner will include such portions of the Property in a Voluntary Cleanup Plan ("VCP"), conducted in accordance with the Colorado Voluntary Clean-up and Redevelopment Act, remediate adverse environmental conditions in accordance with the VCP, and applicable statutes and regulations (the "Remediation"). Remediation shall be accomplished when required under the Phasing Plan and in compliance with the time commitments of the VCP. It is the intention of the Town and Owner that the cost of the Remediation shall be funded through the issuance of bonds by the District.

The Town shall accept dedication of any Facilities and designated Public Lands within the Remediation Area without requiring a Phase 1 Environmental Assessment for such Facilities or Public Lands, without requiring any additional environmental testing or reports for such Public Lands, and without requiring completion of any additional environmental remedial measures for such Facilities or Public Lands prior to dedication provided that (i) the Town is furnished with a copy of a No Action Determination letter from the Colorado Department of Public Health and Environment ("CDPHE") for such Facilities and Public Lands after completion of the VCP, and (ii) the Town has no financial responsibility for ongoing monitoring or remediation of such Facilities or Public Lands. Environmental conditions associated with right-of-way dedication (as distinguished from Public Lands and Facilities) are addressed in 8.03 and 8.05.

ARTICLE V WATER RIGHTS

5.01 Implied Consent. Town acquired control of the Water Rights through the adoption of Ordinance No. 97-17 and pursuant to the implied consent provision of §37-90-137(8), C.R.S. However, concurrently with recordation of this Agreement, Owner shall convey to Town by quitclaim deed any interest in the Water Rights underlying the Property.

5.02 Water Dedication Met. Owner shall have no obligation to provide additional Denver Basin water rights or satisfy any other groundwater dedication requirement that may be imposed through the Town Regulations. However, Owner shall be obligated to pay System Development Fees, including the renewable water resource fee, in the amount and manner prescribed under the Town Regulations.

5.03 Water Efficiency Plan. In order to reduce the demand for long-term renewable water, Owner is encouraged to establish a water efficiency plan in accordance with Town Regulations.

ARTICLE VI FACILITIES DEVELOPMENT - GENERALLY

6.01 Responsibility. Except for (i) Facilities the Town is obligated to develop under the Town Regulations in consideration of the Development Exactions, or (ii) Facilities that the Town assumes the obligation to develop under the express terms of this Agreement, development of the Facilities is the exclusive obligation of Owner, and, except as provided otherwise herein, Owner shall bear the cost of planning, design, construction and financing of the Facilities and all other related and incidental activities. The property interests necessary for the Town to maintain the Facilities shall be conveyed or dedicated to Town in accordance with the Town Regulations and at no cost to Town. Owner shall convey at no cost to Town all rights-of-way and easements within the Property necessary for the construction and maintenance of transportation Facilities.

The Facilities shall be developed in strict accordance with Town Regulations, this Agreement, the IOPDP, the applicable SDP, and the applicable SIA and Plat. Owner's construction of the Facilities shall not relieve it of the obligation to pay in full applicable Development Exactions, unless expressly authorized in the Town Regulations, this Agreement

or the SIA. Upon dedication of Facilities by Owner and acceptance by Town, Town shall have the exclusive management and control of the Facilities and shall maintain the Facilities at its cost.

6.02 Cooperation in Facilities Development. Town and Owner shall cooperate in obtaining necessary permits and approvals required by other governmental agencies in order to develop Facilities. Town shall apply for any such permits or approvals in its name or in the joint names of the Town and Owner, if so required by the governmental agencies.

6.03 Facilities Surety. Owner shall post surety in accordance with Town Regulations to assure the completion and warranty of Facilities, except as modified under 3.02.

6.04 Subdivision Improvements Agreement. The Town Regulations require that a subdivider enter into a SIA at the time of approval of a Plat. The SIA addresses with greater specificity the Facilities to be constructed to serve the Plat as well as other site specific provisions.

6.05 Off-site Facilities. Owner shall be obligated to acquire the necessary easement or fee interest (as required by Town) from adjacent properties necessary to develop any off-site Facilities to serve the Property. In the event Owner is unable to acquire such property interests, Town shall make best efforts to exercise its powers of eminent domain to condemn the necessary property, provided Owner has furnished Town with appropriate assurances and financial guarantees to cover the costs of such acquisitions. Owner shall have the right to utilize any current rights of way or easements owned or controlled by Town as necessary to construct the Facilities and develop the Property, subject to compliance with applicable Town Regulations, and Town shall cooperate with Owner in obtaining the cooperation and consent of any other governmental entities to utilize any applicable rights of way held or controlled by another governmental entity.

6.06 Oversizing of Facilities. In the event the Town requests Owner to construct Facilities that are oversized (i) to serve areas within the Town other than the Property, and (ii) of a greater capacity than required for the Property under the Town Regulations, the incremental cost of materials for the additional Facility capacity, together with the incremental engineering and design costs (collectively, the "Oversizing Costs") incurred by Owner as a result of Town's election to oversize such Facilities shall be paid by Town.

Prior to the construction of any oversized Facility, Owner shall secure written bids from no less than two (2) contractors for the construction or installation of such Facility. The bids shall be submitted to Town along with an estimated date of commencement of construction of

the oversized facility ("Construction Notice") for its review and approval prior to the construction of such Facility. Should Town fail to approve or disapprove any bid in writing within fifteen (15) days of submittal, Owner may proceed with the bid that it deems most appropriate under the circumstances. Should Town reject the bids for good cause, Owner shall re-bid the Facility construction and resubmit the bids to Town pursuant to this Section 6.06. Town shall pay the Oversizing Costs concurrently with the payment of such obligation by Owner under the terms of the applicable design and construction contracts, provided Town shall not be required to make payments sooner than 180-days after the Construction Notice.

6.07 Accommodations of Certain Improvements. The Town agrees to consider and reasonably approve the accommodations for temporary access roads that do not meet the Town's standards for roadways as set forth in the Code as necessary to provide fire and secondary access to each Phase until permanent roads are constructed as part of a subsequent Phase, provided such temporary roads are approved by Castle Rock Fire and Rescue and the Public Works Department., on a case by case basis at the time the Town reviews each SIA.

6.08 Recoupment. Certain other properties will benefit from Facilities and infrastructure constructed by Owner. Town agrees to use best efforts to coordinate and cooperate in any effort of Owner to obtain reimbursement from neighboring property owners for the cost of construction of the Facilities or Improvements which benefit neighboring properties ("Benefitted Properties"), which costs shall include the reasonable design, engineering, construction, right of way acquisition, inspection, permitting costs and interest (at a commercially reasonable rate) on construction financing for the Facilities (collectively, the "Recoupment Costs"). A map depicting the Benefitted Properties is attached as *Exhibit 2*. Such reimbursement shall reflect a fair and equitable allocation of the cost of the Facilities based on the utilization of such Facilities by the Benefitted Properties. Town shall make best efforts to collect the pro rata share of the Recoupment Costs from the Benefitted Properties as they are developed and/or annexed to the Town.

Owner acknowledges that Town may seek recoupment from Owner under the terms and conditions set forth in Section 5.09 of the Castle Meadows DA and Owner shall make recoupment payment in accordance therewith.

6.09 Phasing of Development. Concurrently with approval of the first SDP on the Property, a Phasing Plan shall be submitted by Owner and reviewed and approved administratively by the Town. The Phasing Plan must be approved by the Town Manager or

designee; however Owner may appeal the final administrative determination on the Phasing Plan to Town Council, whose decision shall be final.

Owner shall have the right to develop the Property in Phases in accordance with the Phasing Plan. The Phases may be developed separately, out of order, or in combination. Notwithstanding anything to the contrary in this Agreement, the Owner shall have no obligation to develop the Property or any Phase; provided, however, if the Owner develops any Phase, then concurrent with the development of such Phase, Owner shall construct the Facilities (on-site and off-site) necessary to serve such Phase in accordance with the approved Phasing Plan.

ARTICLE VII UTILITIES

7.01 Industrial Gulch Improvements. Owner, at its sole expense, will be responsible for the construction of the necessary improvements to the Industrial Tributary in accordance with the conceptual recommendations set forth in the Omni Industrial and Westfield Watershed Master Plan dated January 2011, and conceptually illustrated in the Industrial Tributary Plan and Profile generally between River Sta 20+00 and Sta 47+00, Drawing Numbers PP-3 and PP-4, and Commentary Sheets Nos. 10 and 11, dated July 2012, prepared by CH2M Hill, or in accordance with an alternative that is reasonably approved by the Town ("Industrial Tributary Improvements"). Subject to Section 6.09, Owner shall design, permit and construct the Industrial Tributary Improvements prior to, or concurrently with development of the corresponding Phase in proximity to and/or crossing the Industrial Tributary.

7.02 Malibu Sewer Upgrade Contribution. Concurrently with and as condition to recordation of the first SDP on the Property, Owner shall pay to Town \$44,540 as the Property's pro rata share of the Malibu Sewer Upgrade project, which benefits the Property. Owner shall not be entitled to any off-set of Development Exactions in exchange for payment of the contribution.

ARTICLE VIII TRANSPORTATION

8.01 Plum Creek Parkway Improvements. Owner, at its expense shall be responsible for the following:

- A. Construction of the additional 2 lanes of Plum Creek Parkway (including, but not limited to, sidewalk, median curb and gutter, street lighting, storm sewer, and streetscape) ("PCP Improvements") from the Interstate 25 ("I-25")

interchange extending to the western boundary of the Property, as identified on the attached *Exhibit 3*. The PCP Improvements shall be constructed consistent with the roadway plans approved by the Town in 2009 and Town Regulations.

- B. The construction of the PCP Improvements will be required when traffic volumes on Plum Creek Parkway reach 12,000 vehicles per day as measured at Plum Creek Parkway immediately east of the Prairie Hawk Drive intersection. Provided however, in no event shall Owner have any obligation to construct the PCP Improvements until development has commenced on the Property.
- C. Construction of any Plum Creek Parkway auxiliary lanes when warranted based on the transportation impact analysis for the Property, whether the PCP Improvements have been constructed or not.
- D. Should Town construct the PCP Improvements, or portions thereof, Owner shall reimburse Town for the Town's design and construction costs for that portion of the PCP Improvements abutting the Property. Such payment to Town shall be made when the triggers outlined in 8.01(B), above occur.

In the event the PCP Improvements have been constructed by Owner at such time direct connection from the Castle Meadows PD to Plum Creek Parkway is made, the Town shall make best efforts to recoup one-half (1/2) the actual cost incurred by Owner for that portion of the PCP Improvements from the Castle Meadows developer. In the event Town successfully collects such recoupment, Town shall remit such financial participation to Owner within 15 days of issuance of the construction permit for the Castle Meadows connection to Plum Creek Parkway.

8.02 Intersection Control.

- A. Concurrently with the first Plat that encompasses any portion of Prairie Hawk Drive, Owner shall pay to Town \$125,000, as its pro rata share of the cost of the intersection control improvements to be installed at the intersection of Plum Creek Parkway and Prairie Hawk Drive ("Prairie Hawk Intersection Control Contribution"). Town shall construct the intersection control improvements when warranted. Upon payment of the Prairie Hawk Intersection Control Contribution, Owner shall have no further obligation toward the construction or funding of the intersection control improvements for the Plum Creek Parkway/Prairie Hawk intersection.
- B. Owner shall be required to construct a round-about at the west access point from the Property onto Plum Creek Parkway. Provided however, should Town determine that a round-about is not optimal, Owner shall construct a traffic signal at such access point pursuant to the transportation impact study for the Property. Any round-about or signalized intersection shall be constructed as part of the PCP Improvements, or as part of the public improvements associated with the Plat that creates the intersection, whichever occurs first. In the event the round-about or

signalized intersection is constructed by others, Owner will be required to pay its pro-rata share of the cost of the round-about or signalized intersection as a condition to recordation of the Plat that creates the connection to the round-about or signalized intersection from the Property to Plum Creek Parkway. Further, should Owner construct the round-about or signalized intersection, Town will make best efforts to obtain proportionate financial participation from the Castle Meadows property at the time Castle Meadows develops and makes the connection to the round-about or signalized intersection. In the event Town successfully collects such recoupment, Town shall remit such financial participation to Owner within 15 days of issuance of the construction permit for the Castle Meadows connection to the roundabout or signalized intersection.

8.03 Prairie Hawk Extension. Subject to Section 6.09, Owner, at its sole expense, shall construct that portion of Prairie Hawk Drive from Plum Creek Parkway to connect to Atchison Way ("Prairie Hawk Improvements"). The Prairie Hawk Improvements shall include curb, gutter, sidewalk, street lighting, and streetscape, and be constructed in accordance with Town Regulations. Owner shall dedicate to Town 120 feet of right of way for the Prairie Hawk Improvements at no cost to Town concurrently with, and as a condition of approval of the first Plat on the Property. However, in the event Town constructs the Prairie Hawk Improvements prior to approval of the first Plat, Owner shall convey the necessary right-of-way, at no cost to Town, not later than 30 days from the date Town gives notice of its intent to begin design and construction of the Prairie Hawk Improvements ("ROW Notice"). Provided however, the Town may not give the ROW Notice prior to December 31, 2017. Town, in its sole discretion, will make the final determination as to the location of the Prairie Hawk Improvements. If constructed by the Town, Owner shall reimburse Town for the design and construction cost of the Prairie Hawk Improvements when traffic volumes on Plum Creek Parkway reach 12,000 vehicles per day as measured at Plum Creek Parkway immediately east of the Prairie Hawk Drive intersection.

8.04 I-25 Improvements. Pursuant to the Transportation Impact Study for the Property, Owner is required to construct a right-turn lane on the I-25 south-bound off-ramp. In lieu of constructing such right-turn lane, Owner shall pay to Town, as its pro rata share of the cost to construct such right-turn lane, 40% of the estimated construction cost of the right turn lane, which cost shall include design and right-of-way acquisition, but exclude any bridge improvements. The timing of such cash in lieu payment shall be made in accordance with the approved Phasing Plan.

In addition, development of the Property triggers the need for an additional westbound left turn lane from Plum Creek Parkway to the I-25 Interchange. In lieu of constructing the second

westbound turn lane, Owner shall pay to Town, as its pro rata share of the cost to construct the westbound turn lane, 18% of the estimated construction cost of the turn lane, which cost shall include design and right-of-way acquisition, but exclude any bridge improvements. The timing of such payment shall be made in accordance with the approved Phasing Plan. All improvements at the I-25/Plum Creek Parkway Interchange shall be constructed in accordance with Table 3 of the the Miller's Landing Traffic Impact Study dated November 30, 2016, attached as *Exhibit 4*. Owner is not entitled to recoupment for its costs associated with the I-25/Plum Creek Parkway contributions set forth in this 8.04, as the need for such improvements are triggered by development of the Property.

8.05 Right-of-Way Dedication. In the event there is any transportation improvement constructed over the Property that is required to be dedicated to the Town, Owner shall convey to Town the necessary right-of-way to support construction of such improvements, at no cost to Town. All conveyances shall be accomplished within 30 days from the date Town gives notice to Owner of its intent to construct such improvements, and shall be in accordance with the conveyance provisions outlined in 9.03, below. Dedication of any right-of-way to the Town within the Property subject to Remediation (see 4.03), shall be accompanied by demonstration that a No Action Determination for the subject property has been obtained pursuant to Section 4.03. In the event the VCP has not been implemented, or Remediation has not taken place at the time of dedication, Owner shall provide Town with a Phase 1 Environmental Site Assessment ("Phase 1") of the subject property. Town will not require any additional environmental testing or reports prior to acceptance of the right-of-way unless adverse environmental conditions are disclosed in the Phase 1, in which event Town may require Owner to perform additional inspection and testing, and if warranted as reasonably determined by Town, completion of necessary remedial measures related to Town's intended use of such portion of the right-of-way affected by such adverse environmental condition prior to conveyance and accepted by Town of the right-of-way.

ARTICLE IX PUBLIC LAND AND FACILITIES

9.01 Required Dedication. If Public Land is to be dedicated to the Town pursuant to an approved site plan or SIA, then such Public Lands shall be conveyed or dedicated to

Town, at no cost to Town, as required by the Town Regulations and the provisions of this Article IX shall apply.

9.02 Trail Construction. Subject to Section 6.09, Owner, at its sole expense shall construct a 10-foot wide concrete pedestrian trail along Industrial Gulch from Plum Creek Parkway to Prairie Hawk Drive concurrently with construction of the drainage improvements set forth in Section 7.01, which trail improvements shall include a grade-separated crossing where Prairie Hawk Drive connects to Atchison Way. The grade-separated crossing shall be constructed as part of the Prairie Hawk Drive Improvements.

9.03 Conveyance. Any property to be conveyed to Town shall be by special warranty deed, subject to matters of record but free and clear of liens, or other title impediments that would preclude Town from utilizing the property for its intended purposes, as reasonably determined by Town. Unless otherwise provided in the Town Regulations to the contrary, Owner shall furnish the Town with an ALTA form policy of title insurance, issued by a title company licensed to do business in the State of Colorado, and which insures the Town's title in the amount of \$10,000 per acre of the subject parcel.

9.04 Development Costs. Owner, at its expense, shall extend water, wastewater and storm water utilities and streets of sufficient capacity and/or quantity as necessary to serve Public Lands, to the property boundaries of such Public Lands concurrent with development of the applicable Phase improvements. Owner shall pay to Town the applicable water and wastewater System Development Fees, renewable water resource fees, and meter set fees in accordance with the Town Regulations ("Tap Fees"), to the extent the Town utilizes water for parks developed on Public Lands. The Tap Fees shall be paid to Town with the Plat which includes the applicable Public Land, or if the number and size of the Water Tap Fees for the platted Public Land is not known at the time of Plat recordation, then 60 days after notice from Town that the Tap Fees have been determined, based on the Town's development plan for the Public Land; provided however, Owner shall not be required to fund any portion of the Town's on-site park development cost, nor shall Owner be required to pay any Tap Fees for water and/or wastewater service exclusively benefiting school development on Public Lands.

9.05 Environmental Conditions. Prior to conveyance of Public Lands to the Town that are designated for parks, open space, Facilities development, or public streets within or in the vicinity of the Property subject to Remediation, as provided in 4.03, Owner shall furnish Town with a Phase 1 Environmental Site Assessment of the subject property. Except as

otherwise provided in 4.03 and 8.05, Town will not require any additional environmental testing or reports prior to acceptance of such Public Lands, unless adverse environmental conditions are disclosed in the Phase 1 Environmental Site Assessment, in which event Town may require Owner to perform additional inspection and testing, and if warranted, as reasonably determined by Town, completion of necessary remedial measures related to Town's intended use of such portion of the Public Lands affected by such adverse environmental condition, prior to conveyance to and acceptance by Town of such Public Lands.

9.06 Exclusion of Covenants. Owner shall exclude all Public Lands from application and effect of restrictive covenants, which may otherwise be imposed on the Property. If any Public Lands are inadvertently made subject to such covenants, this Agreement shall constitute the irrevocable consent of the Owner and the Board of Directors of any homeowners association to the exclusion of the Public Lands from the application of such covenants. However, prior to constructing or placing any structures on Public Lands, Town shall give Owner and the applicable homeowner's association a reasonable opportunity to review and comment on the design and plans for any such improvements, but Town shall retain the ultimate authority to determine what improvements are placed on Public Lands.

9.07 Street Landscape Maintenance. Owner shall have the responsibility for the maintenance of landscaping within any public street right-of-way dedicated to the Town (adjacent to or within the Property), including water, irrigation system, features, plantings, etc., for the landscaping between the right-of-way and street curbing, as well as within street medians. Such maintenance shall be at the sole expense of Owner and to the standard for maintenance established by Town for similar Facilities. Owner's maintenance obligation includes procurement of water services from the Town and payment of applicable water service charges under the Town Regulations. Owner may assign its maintenance obligation to a community association or District in compliance with this Agreement.

ARTICLE X VESTING

10.01 Vested Property Rights. Owner has demonstrated that the IOPDP meets the criteria under Chapter 17.08 of the Code and the Vested Property Rights Statute for vesting of property rights by agreement for a term in excess of three years. The IOPDP for the Property constitutes a "site specific development plan" as defined in C.R.S. §24-68-101, and Chapter

17.08 of the Code, and accordingly vested property rights are established with respect to the IOPDP in accordance with statute and applicable Code provisions, as modified by the specific terms of this Article (the "Vested PD Plan"). Pursuant to Section 17.08.080 of the Code the following provision shall be placed on the Vested PD Plan:

This Miller's Landing Interchange Overlay Planned Development Plan inclusive of the embedded PD Zoning Regulations constitutes a site specific development plan pursuant to Chapter 17.08 of the Castle Rock Municipal Code and §24-68-101, *et seq.*, C.R.S., and establishes vested property rights that may extend through December 31, 2036, to undertake and complete the development and use of the property according with this Planned Development Plan.

10.02 Duration. Development of the Property requires Owner to make substantial upfront capital investment in Facilities as well as offsite infrastructure mandated by this Agreement. Given the scale of the Project, much of such infrastructure will serve multiple phases of the development and the recoupment of such investment by Owner will occur incrementally as development of the Project progresses. The ability of the Owner to finance development of the Property is dependent on demonstration to the capital markets that there is an extended period of time in which the Project may be developed and marketed as currently envisioned, and that material modifications to the Vested PD Plan will not be unilaterally imposed by the Town. Accordingly, the Parties find that the Vesting Term, as provided in this Section 10.02 is necessary and appropriate.

Property rights in the IOPDP are vested pursuant to Chapter 17.08 of the Code and the Vested Property Rights Statute until December 31, 2036 ("Vesting Term.")

10.03 Vesting Term Restrictions. During the Vesting Term, the Town shall not take any zoning or land use action (whether by action of the Town Council or pursuant to an initiated ordinance), which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay development or the use of the Property in accordance with the Vested PD Plan, nor shall Town unilaterally amend the Vested PD Plan, except the following actions shall not be precluded during the Vesting Term ("Permitted Actions"):

- A. the enforcement and application of the Town Regulations in effect as of the Effective Date, except as expressly provided in the Vested PD Plan or this Agreement; or
- B. the enforcement and application of Town Regulations in effect at any point in time during the Vesting Term which are generally applicable to all similarly situated property, development, or construction within the Town; or

- C. the enforcement and application of Town Regulations to which Owner consents;
- D. any action with respect to the Vested PD Plan for which for which the Town pays just compensation as prescribed under §24-68-105(c), C.R.S.; or
- E. the imposition of regional, state or federal regulations which are beyond the control of the Town as reasonably determined by Town.

10.04 Reservation of Legal Challenge. Although Owner will not have a claim against the Town for the occurrence of a Permitted Action, Owner reserves the right to challenge the legality of such action on any basis other than contractual breach of this Agreement, subject to the limitation and remedies under 10.05.

10.05 Limitation of Remedies. During the Vesting Term, and provided that Town is not in breach of its obligations under Article X of this Agreement, Owner shall not assert estoppel or “common law vesting,” or any other legal or equitable cause of action or claim against the Town as a result of Owner’s investment in Facilities or other expenditures in furtherance of development of the Property under the Vested PD Plan. Upon expiration of the Vesting Term, or in the event Town is in breach of Article X of this Agreement, (i.e. Town has failed to timely cure a noticed default) this Section 10.05 shall no longer restrict Owner’s legal remedies. Owner acknowledges that the limitation of its remedies during the Vesting Term is a material factor and inducement to the Town in granting vested property rights pursuant to this Article X.

10.06 Rights in the Vested PD Plan. Prior to expiration of the Vesting Term, Developer or Owner(s) shall have the right to undertake and complete the development and use of the Property in accordance with this Article X. After expiration of the Vesting Term, the Development Plan shall remain valid and effective; however, the Vested Property Rights in the Development Plan shall then terminate. The termination of such Vested Property Rights shall not affect any equitable right or entitlement, if any Owner may have to complete the PD Plan under law.

10.07 Effective Date. The effective date of the Vested Property Rights in the Vested PD Plan is the Effective Date of this Agreement. The public notice of vesting required under C.R.S. §24-68-103 shall be included in the publication of the ordinance approving the Vested PD Plan (“Ordinance”). Town shall publish the Ordinance within 14 days of approval of the Ordinance on second reading.

10.08 Natural and Manmade Hazards. Nothing in this Agreement or otherwise shall require the Town to approve development or use of any portion of the Property where there exists natural or manmade hazards on or in the immediate vicinity of the proposed area of use, provided that such natural or manmade hazards could not reasonably have been discovered at the time of approval of the IOPDP but such hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare.

ARTICLE XI DEFAULT AND REMEDIES

11.01 Event of Default. Failure of Town or Owner to perform any covenant, agreement, obligation or provision of this Agreement, constitutes an event of default under this Agreement.

11.02 Default Notice. In the event any Party alleges that another is in default, the non-defaulting Party shall first notify the defaulting party in writing of such default, and specify the exact nature of the default in such notice. Except as otherwise provided herein, the defaulting Party shall have twenty (20) business days from receipt of such notice within which to cure such default before the non-defaulting Party may exercise any of its remedies hereunder. If such default is not of a type which can be cured within such twenty (20) day period and the defaulting Party commenced the cure within the twenty (20) day period and is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of the twenty (20) day period to cure such default, provided that such defaulting party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

11.03 Remedies. In addition to specific remedies provided elsewhere in this Agreement (including Town's right to withhold development approvals on portions of the Property burdened with the unperformed obligation), upon notice of default and failure to cure in accordance with 11.02, the non-defaulting party shall have the right to take whatever action, at law or in equity, which appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under this Agreement, or to collect the monies then due and thereafter to become due. In any such legal action, the prevailing party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other party.

The Parties acknowledge and agree that Mortgagee has a right, but not the obligation, to remedy or cure any event of default or breach by Owner under this Agreement, and that the Town will accept such remedy or cure if properly and timely carried out by Mortgagee; provided that any remedy or cure by Mortgagee shall not be construed as an assumption by Mortgagee of, or create any liability to Mortgagee with respect to the obligations of owner under this Agreement unless Mortgagee acquires ownership of the Property.

ARTICLE XII GENERAL PROVISIONS

12.01 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

12.02 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing and duly executed by the signatories or their respective representatives, heirs, successors or assigns.

12.03 TABOR. Any financial obligation of the Town under this Agreement which may mature in a future fiscal year is subject to appropriation by the Town Council of sufficient funds to meet such obligation. Consequently, this Agreement does not create a multiple fiscal year obligation of the Town under Article X, Section 20 of the Colorado Constitution.

12.04 Notice. The addresses of the parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement 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, postage prepaid, return receipt requested, addressed to the other parties at the addresses noted: or such address as is subsequently endorsed in writing, or in the event of transfer of the Property to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

TOWN:	Town Attorney Town of Castle Rock 100 Wilcox Street Castle Rock, CO 80104
-------	--

OWNER: Fenway Partners, LLC
299 Milwaukee Street, #300
Denver, CO 80206
Attn: Duke Saeman

With copy to: Campbell Killin Brittan & Ray LLC
270 St. Paul Street, Suite 200
Denver, CO 80206
Attn: J. Kevin Ray, Esq.

12.05 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

12.06 Conflicts. If the terms and provisions of this Agreement are in conflict with any other agreement between the Town and the Owner, the terms of the latest agreement shall control.

12.07 Verification. The Town and the Owner shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Owner under the Agreement or by the terms of any other agreement.

12.08 Attorney's Fees. Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court awards relief to both parties, each will bear its own costs in their entirety.

12.09 Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written.

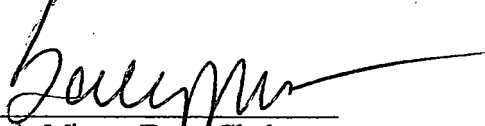
12.10 Additional Documents or Action The parties agree to execute any additional document or take any additional action, including but not limited to estoppel documents requested or required by lenders or the parties hereto, that is necessary to carry out this Agreement or is reasonably requested by any party to confirm or clarify the intent of the provisions of this Agreement and to effectuate the agreements and the intent. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement

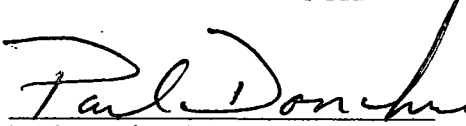
are asserted or determined to be invalid, illegal or are otherwise precluded, the parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each party substantially receives the benefit that it would have received under this Agreement.

12.11 Days. If the day for any performance or event provided for herein is a Saturday, Sunday or a day on which national banks are not open for regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S, such day will be extended until the next day on which such banks and state offices are open for the transaction of business.

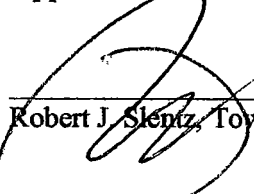
ATTEST:

TOWN OF CASTLE ROCK


Sally A. Misare, Town Clerk


Paul Donahue, Mayor

Approved as to form:


Robert J. Skentz, Town Attorney

STATE OF COLORADO

)
) ss.
)

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 6th day of December 2016 by Sally A. Misare as Town Clerk and Paul Donahue as Mayor of the Town of Castle Rock.

Witness my official hand and seal.

My commission expires: 6-16-19




Notary Public

OWNER:

FENWAY PARTNERS, LLC,
a Colorado limited liability company

By: *John Saiman*

Its: *Manager*

STATE OF *Colorado*)
) ss.
COUNTY OF *Denver*)

The foregoing instrument was acknowledged before me this *6* day of *December*, 201*6* by
John Saiman as *Manager* for Fenway
Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: *8/14/20*

(SEAL)

APB
Notary Public

Anna Pfalmer
Notary Public
State of Colorado
Notary ID 20084023323
My Commission Expires August 14, 2020

Unofficial Copy

EXHIBIT 1

LEGAL DESCRIPTION:**PARCEL ONE:**

A PARCEL OF LAND SITUATED IN THE COUNTY OF DOUGLAS, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:

LOT 2, BLOCK 7, CITADEL STATION FILING NO. 6, COUNTY OF DOUGLAS STATE OF COLORADO, LESS AND EXCEPT THE FOLLOWING WHICH WAS RELEASED BY PARTIAL RELEASE RECORDED NOVEMBER 12, 2008 AT RECEPTION # 2008075749,

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN DOUGLAS COUNTY, COLORADO, ALSO BEING A PORTION OF LOT 2, BLOCK 7, CITADEL STATION FILING NO. 6, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 10, A 3 1/2 ALUMINUM CAP (LS 12046) ALSO BEING THE TRUE POINT OF BEGINNING;

1. THENCE SOUTH 89°27'29" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 DISTANCE OF 1,303.43 FEET;
2. THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A DISTANCE OF 263.73 FEET, SAID CURVE HAS A RADIUS OF 864.50 FEET, A CENTRAL ANGLE OF 17°28'53", AND A LONG CHORD THAT BEARS NORTH 80°43'05" WEST A DISTANCE OF 262.74 FEET;
3. THENCE NORTH 89°27'31" WEST A DISTANCE OF 548.00 FEET;
4. THENCE ON THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 655.56 FEET, SAID CURVE HAS A RADIUS OF 500.50 FEET, A CENTRAL ANGLE OF 75°02'48", AND A LONG CHORD THAT BEARS NORTH 51°56'07" WEST A DISTANCE OF 609.69 FEET TO A POINT ON THE SOUTHERLY LINE OF OUTLOT B OF SAID CITADEL STATION FILING NO. 6;
5. THENCE ALONG SAID LINE SOUTH 70°14'23" WEST A DISTANCE OF 21.53 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION;
6. THEN ALONG SAID LINE SOUTH 00°35'37" EAST A DISTANCE OF 403.88 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

A PARCEL OF LAND IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN DOUGLAS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

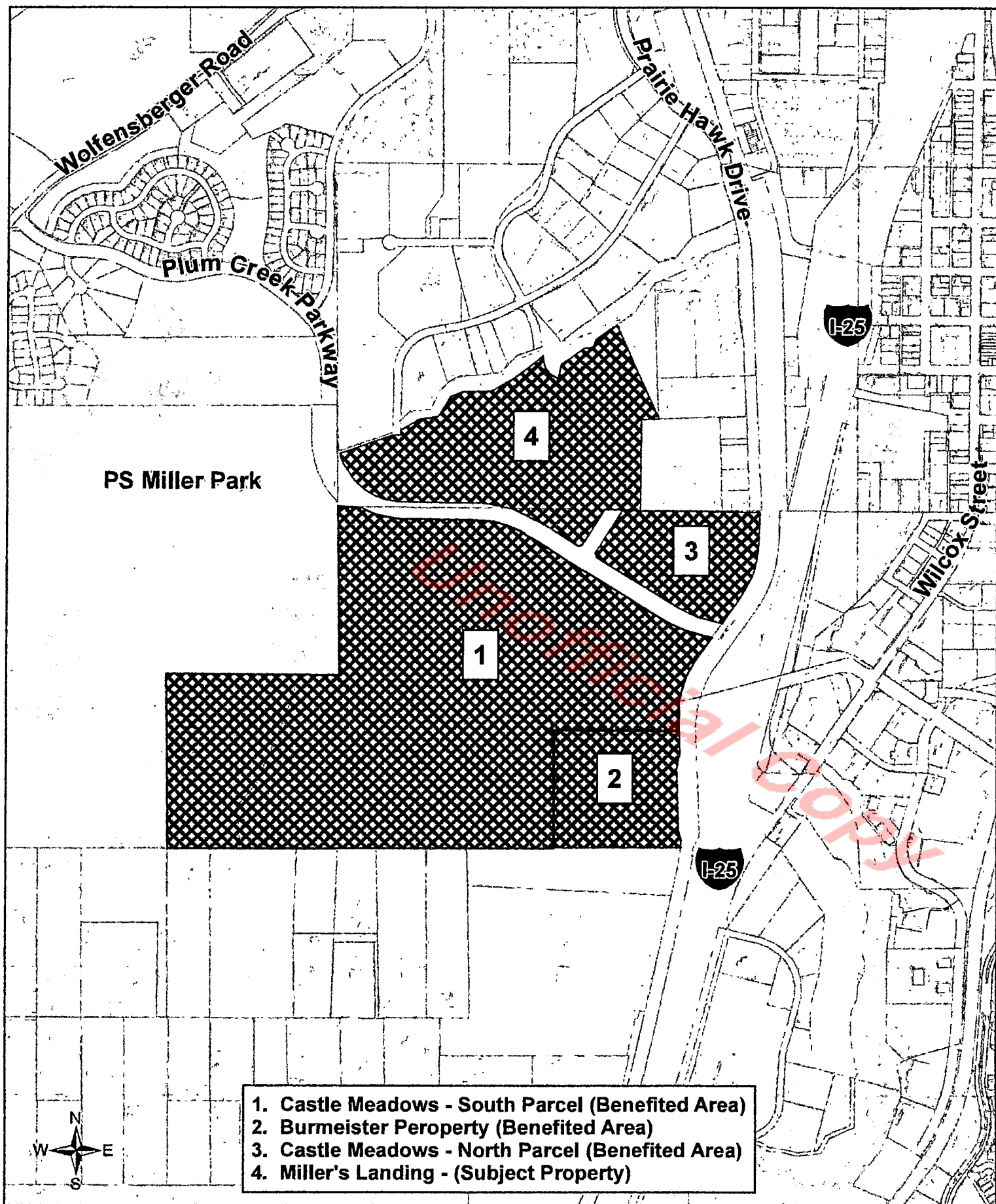
COMMENCING AT THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 10, A 2 $\frac{1}{2}$ " ALUMINUM CAP (LS 6935), THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 10, NORTH $89^{\circ}27'29''$ WEST, A DISTANCE OF 587.50 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE ALONG SAID NORTH $89^{\circ}27'29''$ WEST, A DISTANCE OF 725.68 FEET;
2. THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DISTANCE OF 214.59 FEET, SAID CURVE HAS A RADIUS OF 864.50 FEET, A CENTRAL ANGLE OF $14^{\circ}13'19''$, AND A DISTANCE OF 214.04 FEET;
3. THENCE NORTH $32^{\circ}14'41''$ EAST, A DISTANCE OF 6.00 FEET;
4. THENCE SOUTH $57^{\circ}45'19''$ EAST, A DISTANCE OF 380.82 FEET;
5. THENCE NORTH $83^{\circ}29'12''$ EAST, A DISTANCE OF 33.31 FEET;
6. THENCE NORTH $32^{\circ}14'41''$ EAST, A DISTANCE OF 274.89 FEET;
7. THENCE ON THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 53.16 FEET TO THE TRUE POINT OF BEGINNING, SAID CURVE HAS A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF $3^{\circ}51'20''$, AND A LONG CHORD THAT BEARS NORTH $30^{\circ}10'01''$ EAST, A DISTANCE OF 53.15 FEET;

COUNTY OF DOUGLAS,

STATE OF COLORADO.

EXHIBIT 2 - Benefited Properties



Plum Creek Parkway Improvements

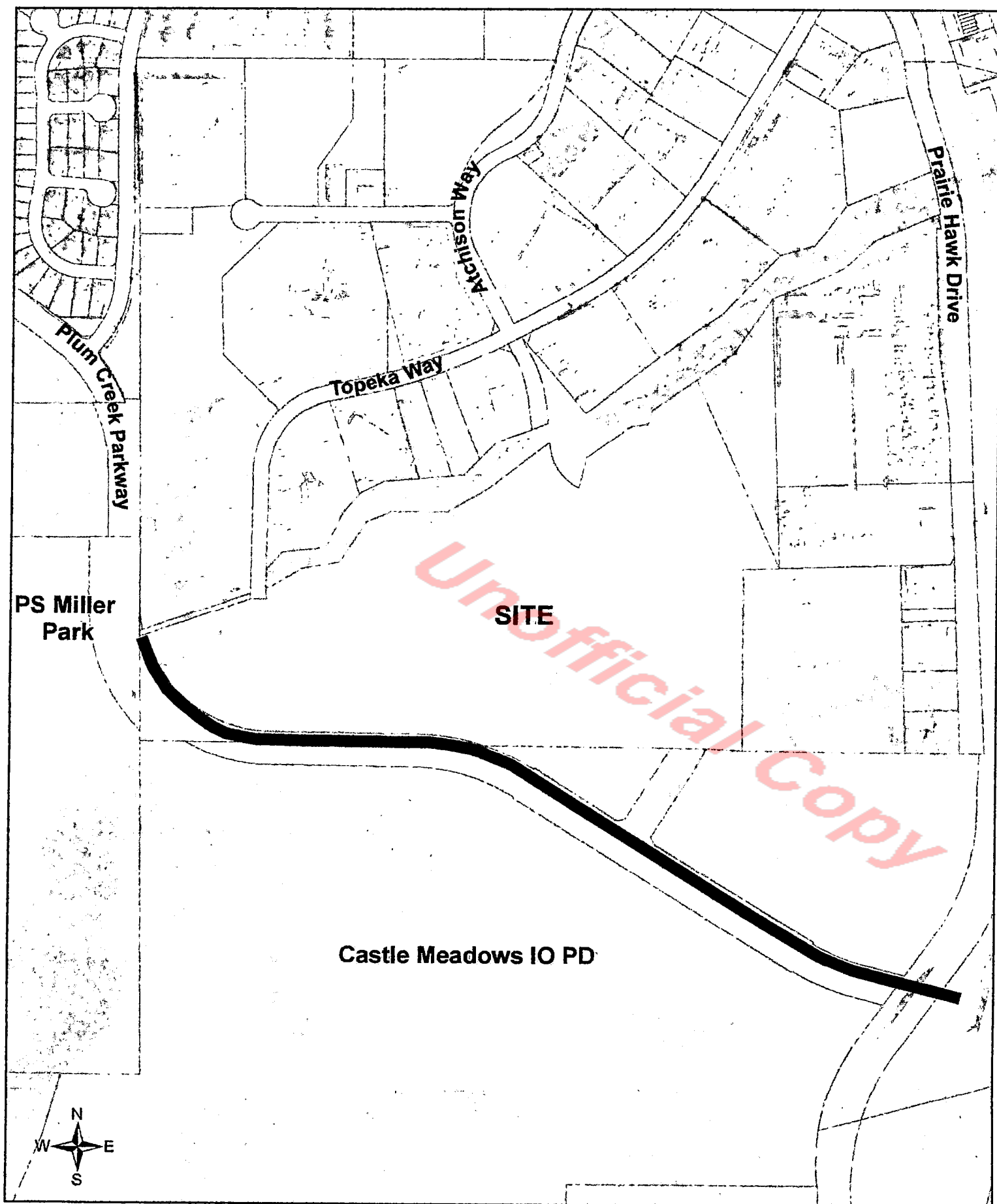


EXHIBIT 4

Table 3
Recommended Improvements Along Plum Creek Parkway Site Frontage and to the I-25 Interchange
Miller's Landing
Castle Rock, CO
(LSC #160870; November, 2016)

Plum Creek Parkway/West Site Access

- 1) Widen Plum Creek Parkway from two through lanes to four through lanes (for both the site and the property to the south).
- 2) Roundabout Option: Construct a two-lane roundabout (north leg only - the property to the south would construct the south leg) unless it is determined by the Town to be constructed as a signalized intersection in which case Items 3-7 would be completed in place of Item 2.
Traffic Signal Option:
- 3) Construct EB left-turn lane on Plum Creek Parkway (for the site). Based on the 2040 Total Traffic scenario, the lane should be about 345 feet long (275 feet for deceleration from 45 mph plus 70 feet for vehicle storage based on the 95th percentile queue length) plus a 13.5:1 transition taper.
- 4) Construct WB left-turn lane on Plum Creek Parkway (for property to the south). The lane should be sized based on the actual development that is eventually proposed.
- 5) Construct NB approach to Plum Creek Parkway with NB left-turn lane and NB shared through/right-turn lane (for property to the south). Detailed lengths to be determined based on the actual development that is eventually proposed.
- 6) Construct SB approach to Plum Creek Parkway (for the site) with SB left-turn lane and shared through/right-turn lane. Based on the 2040 Total Traffic scenario, the SB left-turn lane should have about 250 feet of storage length. This length could be reduced if a dual left-turn lane is provided.
- 7) Implementation of traffic signal control when warranted (for both the site and the property to the south).

Plum Creek Parkway/East Site Access

- 1) Widen Plum Creek Parkway from two through lanes to four through lanes (for both the site and the property to the south).
- 2) Construct EB left-turn lane on Plum Creek Parkway (for the site). Based on the 2040 Total Traffic Scenario, the lane should be about 475 feet long (275 feet for deceleration from 45 mph plus 200 feet for vehicle storage (based on the 95th percentile queue length) plus a 13.5:1 transition taper.
- 3) Construct WB dual left-turn lanes on Plum Creek Parkway (for property to the south). The lane should be sized based on the actual development that is eventually proposed.
- 4) Construct NB approach to Plum Creek Parkway with NB left-turn lane, NB through lane, and NB right-turn lane (for property to the south). Detailed lengths should be determined based on the actual development that is eventually proposed.
- 5) Construct SB approach to Plum Creek Parkway (for the site) with SB dual left-turn lane, SB through lane, and SB right-turn lane. Based on the 2040 Total Traffic scenario, the dual SB left-turn lanes should have about 250 feet of storage length each and the SB right-turn lane should have about 250 feet of storage length.
- 6) Implementation of traffic signal control when warranted (for both the site and the property to the south).

Prairie Hawk Drive/Atchison Way Intersection

- 1) The Town of Castle Rock proposes to realign this intersection to have the through movement be the north leg on Prairie Hawk Drive and Atchison Way with the southern leg of Prairie Hawk Drive becoming the side street. The capacity analysis worksheets show minimal queuing for the future SB left-turn movements so an appropriate turn lane length would be the deceleration length for the anticipated posted speed limit. A NB right-turn lane is not recommended.

I-25 Interchange

- 1) The only improvement recommended by 2025 other than those currently planned by CDOT/Town as part of the MIMR is to provide a dedicated southbound right-turn lane on the southbound off-ramp to replace the existing lane that is planned to be converted to a shared left/through/right lane by the MIMR.
- 2) The 2040 total traffic will likely require the addition of side-by-side dual left-turn lanes.