

## RIDGE ESTATES ANNEXATION AND DEVELOPMENT AGREEMENT

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**DATE:** June 16, 2020, ~~2019~~.

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

**MAPLE GROVE LAND LIMITED PARTNERSHIP**, a Minnesota limited partnership, **RICHARD PUTNAM**, and **WAYNE E BROWN FAMILY, LLC**, a Minnesota limited liability company, 1175 Crystal Valley Parkway, Castle Rock, CO 80104 (collectively, “Owner”).

**RECITALS:**

- A. Initially capitalized words and phrases used in this Agreement have the meanings stated in Article I, or as indicated elsewhere in the Agreement.
- B. The parties have determined that it is in their mutual interest to enter into this Agreement governing the development of the Property in conjunction with the concurrent approval of the annexation and zoning of the Property.
- C. The parties acknowledge that this Agreement contains reasonable conditions and requirements to be imposed upon the development of the Property and the Project, and that these restrictions are imposed to protect and enhance the public health, safety and welfare of the Town and its residents.
- D. Pursuant to Article II, Section 30 of the Colorado Constitution, the Municipal Annexation Act, and Chapter 20.02 of the Code, the Town Council has annexed the Property into its municipal boundaries and has jurisdiction and authority over the Property as necessary to bind the Property to the Town Regulations and to provide Municipal Services to the Property.
- E. Each Party has taken the requisite corporate action as may be required under its respective governance instruments to authorize such Party’s execution of this Agreement and to legally bind such Party to perform its obligations under this Agreement.

**COVENANTS:**

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

**ARTICLE I  
DEFINITIONS**

**1.01 Defined Terms.** The following words when capitalized in the text shall have the meanings indicated:

**Agreement:** this Ridge Estates Annexation and Development Agreement and inclusive of any future amendments to this Agreement.

**Annexation Documents:** Ordinance No. 2019-014 approving the Ridge Estates Annexation and the Ridge Estates Annexation Plat recorded in the Records.

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

**Code:** the Castle Rock Municipal Code, as amended.

**C.R.S.:** the Colorado Revised Statutes, as amended.

**CV Parcel:** planning area 15E as depicted on the Crystal Valley Ranch PDP, Amendment No. 6 recorded in the Records at Reception No. 2019067903.

**Development Exactions:** the capital recovery fees and charges imposed by the Town under the Town Regulations, including the System Development Fees.

**Development Plan:** the PD Plan (inclusive of the Phasing Plan) and any associated transportation, water, wastewater, storm water, parks, recreation and open space park master plans.

**Effective Date:** the date when the following have occurred: (i) the ordinance approving this Agreement and the Development Plan is no longer subject to referendum, and (ii) the required Annexation Documents under §31-12-113(2)(a), C.R.S. have been filed with the Douglas County Clerk and Recorder.

**Facilities:** the infrastructure prescribed by Town Regulations or expressly prescribed under this Agreement necessary to furnish Municipal Services and Public Utilities to the Property, including the infrastructure required to extend or connect the Facilities to complementary infrastructure off-site of the Property and necessary to serve Public Lands. Facilities include, without limitation, the infrastructure necessary to serve the Property with water, wastewater, storm water and/or drainage, and transportation improvements including, but not limited to streets, roads, sidewalks and trails.

**Full Buildout:** the completion of the Project as evidenced by the issuance of the certificate of occupancy for the last dwelling unit to be constructed within the Property.

**Municipal Annexation Act:** Part 1, Article 12, Title 31, C.R.S., as amended, also known as the “Municipal Annexation Act of 1965.”

**Municipal Services:** public safety, water, wastewater, storm water drainage and detention, parks and recreation, transportation and street maintenance, general administrative services including code enforcement and any other public service provided by Town within the municipality under its police powers.

**Owner:** any person(s) or entity in fee ownership to any portion of the Property, according to the Records. 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, Maple Grove Land Limited Partnership, Richard Putnam and Wayne E. Brown Family, LLC are the Owners of the Property.

**Party(ies):** individually or collectively as the context dictates, the Town and Owner, together with their respective successors and assigns.

**Phasing Plan:** the matrix and notes on the PD Plan designating development thresholds of which Facilities must be developed and Public Lands conveyed to the Town.

**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 under the Town Regulations.

**Plat:** a final subdivision plat of any portion of the Property approved under the Town Regulations.

**PD Plan:** the Ridge Estates Planned Development Plan and Zoning Regulations approved by Ordinance No. 2019-015 and recorded in the Records.

**Property:** that certain real property located in Douglas County, Colorado, which is more fully described in *Exhibit 1*.

**Project:** the residential community anticipated to be developed within the Property, including parks, open space, and other such public amenities as set forth in the PD Plan and this Agreement.

**Public Lands:** those portions of the Property designated on the PD Plan 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 for educational facilities.

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

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

**Site Development Plan or SDP:** the land use plan prescribed under Title 17 of the Code.

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

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

**Town Council:** the governing body of the Town of Castle Rock, Colorado, constituted under Article II of the Charter.

**Town Regulations:** the Charter, Code, ordinances, resolutions, rules and regulations of the Town, technical criteria, and the provisions of all zoning, subdivision and building codes, as the same may be amended from time to time.

**Urban Services:** Municipal Services and services provided through Public Utilities.

**Water Rights:** the right to and interest of Owner in the Denver basin groundwater underlying the Property, as adjudicated in Case No. 98CW298, Water Division 1.

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 this Agreement.

## ARTICLE II APPLICATION AND EFFECT

**2.01 Binding Effect.** 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, irrespective of whether specific reference to this Agreement is made in any instrument affecting title to the Property. Except as expressly provided in this Agreement to the contrary, upon conveyance of all, or a portion of the Property, the grantor shall be relieved of all obligations imposed by this Agreement applicable to the portion of the Property

conveyed, 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.

**2.04 Town Regulations.** Subject and subordinate to any provisions to the contrary contained in this Agreement, (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 Town Council 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 provide to the contrary.

**2.06 Commencement of Development.** Except as immediately following, execution of this Agreement by Owner does not create any obligation upon Owner to commence or complete development of the Project within any particular timeframe. In the event Owner has not completed construction of at least \$500,000 in Facilities, excluding soft costs, by December 31, 2029, then the right of Owner under this Agreement and the Town Regulations to undertake further development of the Property, or to obtain permits for construction of private improvements shall be suspended (the "Development Suspension"). The Development Suspension may be released by Town Council, in its discretion, upon a showing of good cause for the delay, and the demonstration by Owner of the ability to commence and complete development of the Property in accordance with the PD Plan. If the Town Council determines that the Development Suspension should not be released, thereafter the Town may initiate

modifications to the PD Plan through the Town Regulations. This Agreement and the PD Plan impose certain financial obligations on Owner which are time sensitive after the commencement of development on the Property.

### **ARTICLE III TOWN OBLIGATIONS GENERALLY**

**3.01 Municipal Services.** Provided Owner has satisfied its obligation to develop the necessary Facilities under this Agreement and the Town Regulations, Town shall provide the Property with Municipal Services at an equivalent service level and on the same terms and conditions, including non-discriminatory fees and charges, 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 and services are provided on similar terms and conditions as provided to similar residential developments in other portions of the Town.

**3.02 Permitted Development.** Subject to compliance with the Development Plan and this Agreement, Town shall allow and permit the development of the Property and Project in accordance with the Town Regulations and the Development Plan, upon submission of proper application(s), payment of fees, exactions and charges imposed by the Town Regulations, including the Development Exactions, and compliance with conditions precedent to permitting imposed by this Agreement or the Town Regulations. The Town agrees that it shall review and process all submittals for land use approvals, Plans, specifications, drawings, details, permit applications, Plats or other pertinent data required in connection with the Property in a prompt and efficient manner, in accordance the Town Regulations, Development Plan and this Agreement. Town shall not unreasonably withhold consent to or approval of, nor shall the Town unreasonably deny, delay, or condition, a development request or permit relating to the Property and/or the Project.

**3.03 Coordination.** Town shall coordinate with and affirmatively support the Owner in any filings or applications before other governmental jurisdictions necessary for the Owner to fulfill its obligations under this Agreement or to allow development of the Property in accordance with this Agreement.

## ARTICLE IV WATER RIGHTS

**4.01 Annexation Requirement.** Under the Town Regulations, the Town must acquire all of the Denver Basin ground water rights associated with annexed property at the time of, and as a condition to annexation of such property. This requirement supports the Town's obligation to provide a municipal water supply to the Property in accordance with this Agreement. Town shall have no obligation to issue land use approvals for additional development on the Property unless Owner is in compliance with the provisions of this Article IV.

**4.02 Conveyance.** Concurrently with and as a condition to recordation of this Agreement, Owner shall convey the Water Rights to Town by special warranty deed in the form attached as *Exhibit 2*. Owner shall provide Town with an opinion of title from a qualified Colorado attorney that Owner owns the Water Rights and that upon recordation of the special warranty deed conveying the Water Rights to the Town, Town will have good and marketable title to the Water Rights, free of liens, encumbrances or other title defects. Town has relied upon such opinion in accepting conveyance of the Water Rights.

After conveyance of the Water Rights, Owner shall execute such further reasonable and additional instruments of conveyance and other documents which Town reasonably determines necessary to grant to the Town the exclusive ownership, management and control of the Water Rights. Should it be subsequently determined that marketable title to any portion of the Water Rights did not vest in the Town, the Water Credit established in 5.03 shall be reduced (and the Water Bank debited) in an amount equal to the SFE equivalent of the Water Rights for which marketable title did not vest and such defect cannot be cured by Owner.

**4.03 Water Credit.** Under the Town Regulations, the Water Rights are converted into development entitlements, referred to as a "Water Credit." The Water Credit is expressed as a single-family equivalent ("SFE"). SFE's are assigned to residential, commercial and irrigation uses under the Town Regulations. 55 SFE shall not be affected by changes in the conversion rate of water rights into SFE that the Town may implement through modifications to the Town Regulations after the date of this Agreement.

**4.04 Application of Water Credit.** Unless otherwise directed by the Owner in accordance with 4.06, below, the Water Credit shall be reduced (i.e. applied):

- (A) initially at the time of Plat approval by the total SFE assigned to all approved development within such Plat (private and public) to the extent the water demand for such use can be determined at Plat approval;
- (B) subsequently adjusted at the time of Site Development Plan approval within the Property, or at building/irrigation permit issuance within the Property for those uses not accounted for at the time of Plat approval, or as necessary to reflect specific SFE assignment determined at building permit; and
- (C) at the time all potable and irrigation tap sizes are known, the Water Credit in the Water Bank, as defined in 4.05 shall be adjusted to reflect the SFE assignment in accordance with the Town Regulations.

**4.05 Water Bank.** In order to properly account for the Water Credit, Town shall administratively maintain an account designated as the Ridge Estates Water Bank (“Water Bank”). The Water Bank shall be debited or credited from time to time upon the Owner’s application of any portion of the Water Credit in accordance with this Article IV. The Water Bank shall be formatted as follows:

<b>RIDGE ESTATES WATER BANK</b>					
<b>ENTRY</b>	<b>AF</b>	<b>RECORDING INFO</b>	<b>SFE DEMAND</b>	<b>SFE SUPPLY</b>	<b>NET</b>
Water Rights Conveyance	60.8			55	55
Plat			X		55-X

With any entry made, (debit or credit), to the Water Bank by the Town, the Owner shall receive notification in writing. Any objections raised by Owner regarding any entry shall be reviewed by the Town, however, the Town’s determination after such review shall be final and binding, if made in accordance with this Agreement.

**4.06 Ownership and Transfer of Water Credit.** The Water Credit may be allocated by Owner at the time of approval of any Plat within the Property for the use and benefit of the portion

of the Property subject to such Plat (“Allocated Water Credit”) upon the issuance of notice to the Town of such allocation by the Owner. Upon such notification, the Allocated Water Credit may be used exclusively for the portion of the Property subject to such Plat.

Upon the Town’s determination that the Allocated Water Credit exceeds the demand for the designated portion of the Property, the Allocated Water Credit may be transferred for use on other portions of the Property with the prior written consent of the Owner.

Owner may grant a security interest in the Water Credit to a creditor, provided that such creditor’s use of the Water Credit upon foreclosure of the security interest shall be subject to all rights, conditions and restrictions contained in this Article IV. Provided, however, any Water Credit “debited” from the Water Bank pursuant to 4.05 shall no longer be subject to such collateral assignment, irrespective of whether or not the secured party has expressly consented to such water credit debit.

The Water Credit may not be assigned or transferred for use on properties other than the Property. Any unused portion of the Water Credit remaining after Full Buildout shall revert to the Town, at no cost or obligation to Town.

**4.07 Required Water Sources.** If the Water Bank is exhausted prior to Full Buildout, or if a specific portion of the Property has insufficient Allocated Water Credit(s), the owner of such portion of the Property and/or Owner shall be required and shall have the right to provide additional water resources acceptable to the Town or pay to Town cash-in-lieu of water rights in accordance with the Town Regulations then in effect. Absent provision of such additional water resources, Town shall not be obligated to approve any additional Plat(s) or issue building permits for that portion of the Property for which sufficient Water Credits are not allocated or for which a cash-in-lieu payment has not been made.

**4.08 Water Efficiency Plan.** Owner shall implement the Water Efficiency Plan attached as *Exhibit 3* (“Water Efficiency Plan”) for all development within the Property. The Water Efficiency Plan shall be incorporated into all conveyance documents for the Property and private covenants and restrictions. Homebuilders constructing homes on the Property shall be required to implement and follow all requirements of the Water Efficiency Plan.

Minor modifications and clarifications to the Water Efficiency Plan may be made administratively as determined by the Town. In the event that more restrictive water use

conservation measures than are contained in the Water Efficiency Plan are subsequently adopted through the Town Regulations, the more restrictive provisions shall govern.

## **ARTICLE V FACILITIES DEVELOPMENT**

**5.01 Generally.** Except for the Town Facilities defined in Section 5.04, development of the Facilities shall be the exclusive obligation of Owner, and Owner shall bear the cost of planning, design, construction and financing of the Facilities and all other related and incidental activities, including off-site property or easement acquisition if such off-site property interests are necessary to construct the Facilities or to connect the Facilities to existing infrastructure and are located in the general vicinity of the Property.

The Facilities shall be developed in strict accordance with Town Regulations, the Development Plan, this Agreement, the Phasing Plan and the applicable SDP, Plat and SIA. Except as otherwise expressly provided in this Agreement, Town shall have no obligation to develop Facilities.

**5.02 Oversizing.** In the event Owner independently develops Facilities (excluding the Water Facilities addressed in Article VI) which are sized to serve, or otherwise directly benefit adjacent developments, Town and Owner shall prescribe in the applicable SIA the method by which Owner may recover a fair and equitable portion of the cost of development of such Facilities from such third-party developments. Town shall make diligent and best efforts to obtain such recoupment, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests.

**5.03 Cooperation in Facilities Development.** Town and Owner shall cooperate in obtaining necessary permits and approvals required by other governmental agencies in order to develop the 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. Town shall incur no liability to Owner if such governmental agencies do not issue necessary permits and approvals, despite the concerted, good faith efforts of the Town.

**5.04 Town Facilities.** Except as provided in 6.01 and 6.02, below, the Town has the obligation to construct, acquire or otherwise develop raw water production, treatment and

storage and wastewater treatment with sufficient capacity to serve development within the Property (“Town Facilities”). Unless a portion of the cost of the Town Facilities is allocated to Owner by mutual agreement, Town shall have the exclusive obligation to design, engineer and construct the particular component of the Town Facilities such that the Town Facility is available for service to development within the Property.

**5.05 Facilities Control.** Upon dedication of Facilities by Owner and acceptance by Town, Town shall have the exclusive management control of the Facilities and all capacities therein. Town may use or allow others to use the capacities in the Facilities, provided that the capacities developed by Owner at Owner’s cost shall be reserved for the benefit of the Property, or if used by Town to serve other properties, Town shall provide replacement or alternative capacities in such a manner as to not impede development on the Property and so as to maintain adequate service to existing development on the Property.

**5.06 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 the engineering requirements for the Facilities to be constructed to serve the Plat and the financial guarantees to assure construction of the Facilities. Unless expressly modified in the SIA (in which case, the express provisions of the SIA shall control), the provisions of this Article V will apply to the development of such Facilities, irrespective of whether or not reference to this Article V is made in the SIA.

## ARTICLE VI WATER AND WASTEWATER

**6.01 Water System Improvements.** This section 6.01 shall govern unless the Town timely elects to proceed under 6.02. Owner, at its sole expense, shall design and construct the necessary Tan Zone and Green Zone water system improvements (“Water System Improvements”) required to serve (i) the Property, and (ii) Parcel PA15E, Crystal Valley Ranch PD (the “CV Parcel”). These improvements are referred to as the “Base Water Improvements.” The Base Water Improvements include, but are not limited to, a water storage tank, pump station (“Pump Station”), back-up power source, distribution pipes, valves and related appurtenances. Owner has an interest in the CV Parcel. Consequently it is benefited by sizing the Base Water

Improvements of sufficient capacity to also serve the CV Parcel. The Town will not be obligated to review or approve construction plans for Base Water Improvements unless the Town's option to require the "Enhanced Water Improvements" under 6.02 lapses by its terms.

**6.02 Enhanced Water Improvements.** This section 6.02 shall apply in lieu of 6.01, only in the event Town gives notice to Owner of its election to proceed under 6.02 (the "Election Notice") not later than March 31, 2020 (the "Election Date"). If Town does not give the Election Notice on or before the Election Date, thereafter this section 6.02 shall be of no force or effect and the Parties will proceed under 6.01.

The Town may commit to provide water service to the property commonly known as Bell Mountain Ranch ("BMR"). Should the Town enter into such commitment, certain of the Base Water Improvements will need to be enlarged or modified to accommodate the additional components and/or hydraulic capacity required to service BMR. The Water System Improvements necessary to serve (i) the Property, (ii) the CV Parcel, and (iii) BMR are referred to as the "Enhanced Water Improvements." The Enhanced Water Improvements will be designed and constructed by Owner after approvals by the Town. However, irrespective of the timely issuance of the Election Notice, this section 6.02 does not obligate Owner construct the Enhanced Water Improvements prior to the date Owner independently decides to commence development of the Property.

The design and construction cost of the Enhanced Water Improvements shall be allocated between Owner and Town as follows. Town will pay the entire cost of any components of the Enhanced Water Improvements which exclusively serve and benefit BMR (the "BMR Costs") as determined solely by Town based on an engineering study by Town of the needed improvements. For the balance of the Enhanced Water Improvements, Town will pay the incremental cost of oversizing or augmenting capacity necessary to serve BMR (the "Oversizing Cost") as determined solely by Town based on an engineering study by Town of the needed improvements. All costs of design and construction of the Enhanced Water Improvements, excluding the BMR Costs and the Oversizing Costs shall be borne by Owner. Construction of the Enhanced Water Improvements shall be competitively bid by Owner and Owners' selection of the contractor and the form of contract shall be approved by the Town, which approval shall not be unreasonably withheld. Prior to commencement of construction of the Enhanced Water

Improvements, pursuant to an escrow agreement containing customary terms and conditions, Town and Owner shall jointly fund into escrow their respective shares of the construction cost based on the construction contract. With funding of the construction escrow, Town shall pay to Owner's Town's share of the design costs. Disbursements from the construction escrow to the contractor shall require joint approval of Town and Owner.

The costs associated with the oversizing of the Enhance Water Improvements shall be determined at the time of bidding for the Water System Improvements. The Enhanced Water Improvements shall be included as a bid alternate. However, in accordance with Town Regulations, all water mains necessary to serve the Property and the CV Parcel shall be a minimum 8-inch Parcel distribution line, irrespective of the capacity required to serve the Property.

**6.03 Construction and Maintenance Easements.** Concurrently with and as a condition to recordation of this Agreement, Owner shall convey to Town a temporary construction and permanent easement over the Property in the form attached as *Exhibit 4* (the "Waterline Easement"). The purpose of the Waterline Easement is to enable the Town, at its option, to extend a water transmission line, including construction of an in-line booster pump station across the Property to serve BMR (the "BMR Line") in the event Owner is not prepared to commence development of the Enhanced Water Improvements. Provided however, Town may not commence construction of the BMR Line within the Water Line Easement prior to (i) January 1, 2022, or (ii) 90 days after Town gives notice to Owner of Town's intent to commence construction, whichever event occurs later.

At such time as Owner dedicates to Town property interests sufficient to construct the Enhanced Water Improvements, provided Town has not then utilized the Water Line Easement for construction of the BMR Line, Town shall quitclaim to Owner its interest in the Water Line Easement. Irrespective of any other provision above, the Town may utilize the dedicated property interests for construction of the BMR Line at any time. In the event Town constructs the BMR Line, thereafter Owner shall construct the Base Water Improvements at such time it commences development of the Property and reimburse Town for Owner's utilization of components of the BMR Line in serving the Property, as such reimbursement is determined by Town in its sole discretion.

**6.04 Governmental Approvals.** Construction of the Tan Zone Improvements must be approved by governmental agencies other than the Town. Owner and Town shall cooperate to make application and obtain approval of such governmental agencies for the Tan Zone Improvements. The Property will not qualify for the issuance of building permits until (i) all necessary approvals by other governmental agencies have been issued, and (ii) the Tan Zone Improvements have been conveyed and accepted by Town for operation and maintenance. In the event approval for the Tan Zone Improvements are denied and all reasonable appeals from such adverse decision are exhausted, which appeals shall be at the sole expense of Owner, Owner shall grade and revegetate the Property pursuant to an erosion control plan approved by the Town. Any subdivision development which otherwise may be undertaken under the Town Regulations prior to approval of the Tan Zone Improvements is entirely at the risk of Owner.

**6.05 Tan Zone Pump Station Operational Subsidy.** The costs the Town will incur in the operation and maintenance of the Pump Station are supplemental to the usual and customary costs incurred by the Town to serve areas within its existing service area. In order to defray such supplemental costs, Owner shall pay to Town \$188,657, which represents the agreed present value of the future operation and maintenance costs of the Pump Station (“Operational Subsidy”). Concurrently with and as a condition to recordation of the first Plat, Owner shall pay the Operational Subsidy to Town.

**6.06 Green Zone Water System Improvements.** The Property must be served by the Green Zone water supply system. Owner, at its sole expense, shall be responsible for the design and construction of the necessary water supply improvements to deliver Green Zone water to the Pump Station.

**ARTICLE VII  
TRANSPORTATION**

**7.01 Interchange Contribution.** Development on the Property will impact and benefit from the construction of a new 1-25 interchange at Crystal Valley Parkway/Douglas Lane (“Interchange”). The Town commissioned the Douglas Lane Funding Study (“Study”), which determined the relative traffic impacts of properties within the study area (inclusive of the Property) on the Interchange, and the equitable financial participation of each property in the

Study area, assuming a \$17 million Interchange project. Under the Study, the Property was assigned a financial participation of \$9.80 per vehicle trip.

Since the Study, the projected cost of the Interchange has increased, and it can be anticipated that the eventual total Interchange development cost will vary from current projections, due to multiple factors. Consistent with the approach used at other nearby properties, the \$9.80 per vehicle trip has been adjusted to reflect increases in the Interchange cost over the \$17 million baseline used in the Study. To illustrate, the current estimated Interchange cost is \$70,700,900, resulting in a vehicle trip rate of \$40.76 for 2019. Based upon the traffic study for development of the Property, the estimated average daily trips generated from the Property is 495 vehicle trips per day. Accordingly, prior to and as condition to recordation of this Agreement, Owner shall pay to Town \$20,176 as the Property's pro rata contribution to the Interchange.

**7.02 Platting Restrictions.** Platting of the Property shall be restricted as follows:

A. The first Plat on the Property shall not plat more than 26 residential lots.

B. Recordation of the first Plat is conditioned on construction and initial acceptance of a connection from War Knot Lane from its terminus within Crystal Valley Ranch Filing No. 12A through the CV Parcel to the Property ("War Knot Connection"), as depicted on the attached *Exhibit 5*.

C. In order for the Property to receive approval of a subsequent Plat which results in 27 or more residential lots, inclusive of the lots created by the first Plat, a secondary access to the Property must be constructed. Accordingly, as a condition to approval of a subsequent Plat on the Property, the connection from Montaine Circle within the Lanterns PD through the CV Parcel to the Property, as depicted as the "Montaine Connection" on the attached *Exhibit 5* must be constructed and initially accepted in accordance with Town Regulations.

## ARTICLE VIII PUBLIC LANDS AND FACILITIES

**8.01 Required Dedication.** All Public Land shall be offered for dedication and upon acceptance by Town, conveyed to Town, at no cost to Town. Those tracts designated as Public Land on the PD Plan shall be conveyed to the Town, at no cost to Town, (i) with the first Plat

the PL1 or PL2 tract lies within, or (ii) with the first Plat adjacent to the PL1 or PL2 tract, whichever occurs first. All conveyances shall be in accordance with 8.04, below.

**8.02 Acquisition of Off-Site Real Property Interests.** Wherever this Agreement requires the Owner to acquire any off-site real property interest for the purpose of constructing Facilities or providing other public improvements in connection with the Project, the acquisition of such off-site real property interests shall be the sole and exclusive responsibility of the Owner, and the Owner shall bear all landowner compensation due and costs associated with the same.

**8.03 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 as part 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 have no obligation to pay any Tap Fees to the extent non-potable water service is provided pursuant to the License Water Rights, until and unless the License is terminated. 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.

**8.04 Conveyance.** All Public Lands and other parcels to be conveyed to the Town shall be conveyed to Town, at no cost to Town, by special warranty deed, free of liens, but subject to matters of Record that would preclude Town from utilizing and maintaining the property for its intended purposes, as reasonably determined by Town. Unless otherwise provided in the Town Regulations to the contrary, the grantor shall furnish the Town with a policy of title insurance, issued by a title company licensed to do business in the State of Colorado, in the amount of \$10,000 per acre. If so requested by Town or required by the Town Regulations, Owner shall deliver a Phase 1 environmental audit of all Public Lands prior to conveyance and acceptance by Town.

Should the Phase 1 identify the need for a Phase II audit, then Owner shall deliver such Phase II to Town and shall be solely responsible for any remedial environmental measures of hazards identified in the Phase II audit reasonably imposed by Town as a condition to Town's acceptance of such Public Lands.

**8.05 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 homeowner's association to the exclusion of the Public Lands from the application of such covenants. However, prior to constructing or placing any buildings or structures on Public Land, Town shall give the Owner and the applicable 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.

**8.06 Landscape Maintenance.** Owner shall have the responsibility for the maintenance of landscaping within any public street right-of-way dedicated by Owner to the Town, including water, irrigation system, features, plantings, etc., for the landscaping between the right-of-way and street curbing, as well as within street medians and roundabout islands. Such maintenance shall be at the sole expense of Owner(s) and to the standard for maintenance established by the Town of Castle Rock Landscape and Irrigation Performance Standards and Criteria Section 4.3, or subsequently adopted equivalent provision. Owners' maintenance obligation includes procurement of water services from the Town and payment of applicable water service charges under the Town Regulations.

## ARTICLE IX DEFAULT AND REMEDIES

**9.01 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.

**9.02 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.

**9.03 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 9.02, 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 X GENERAL PROVISIONS

**10.01 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.

**10.02 Interpretation.** In this Agreement, unless the context otherwise requires:

- A. All definitions, terms and words shall include both the singular and the plural;

- B. Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing singular number include the plural number and vice versa; and
- C. The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

**10.03 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 five (5) days following the date the same is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed to the other parties at the addresses noted, 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.

If to Town:                   Town Attorney  
                                      Town of Castle Rock  
                                      100 Wilcox Street  
                                      Castle Rock, CO 80104

If to Owner:                 Maple Grove Land Limited Partnership  
                                      Richard Putnam  
                                      Wayne E. Brown Family, LLC  
                                      1175 Crystal Valley Parkway  
                                      Castle Rock, CO 80104

**10.04 Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the Courts 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.

**10.05 Conflicts.** If the terms and provisions of this Agreement are in conflict with any prior agreement between the Town and the Owner or the Town Regulations, the terms and provisions of this Agreement, as it may be amended from time to time, shall control.

**10.06 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.

**10.07 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.

**10.08 Recording.** This agreement will be recorded in the Records after mutual execution by the Parties following the Effective Date.

[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]

[ SIGNATURE PAGES TO FOLLOW ]

Unofficial Copy





*Richard A Putnam*

**RICHARD PUTNAM**

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2019 by Richard Putnam.

Witness my official hand and seal.  
My commission expires: 6-1-2022

(SEAL)

*Nancy Schield*  
Notary Public

NANCY SCHIELD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984015041  
MY COMMISSION EXPIRES JUNE 01, 2022

Unofficial Copy

**WAYNE E. BROWN FAMILY, LLC, a**  
Minnesota limited liability company

By: *Gregory W. Brown*

Its: *Chief Manager*

STATE OF Colorado )

) ss.

COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2019 by Gregory W. Brown as Chief Manager for Wayne E. Brown Family, LLC, a Minnesota limited liability company.

Witness my official hand and seal.  
My commission expires: 6-1-2022

(SEAL)

*Nancy Schield*  
Notary Public

**NANCY SCHIELD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984015041  
MY COMMISSION EXPIRES JUNE 01, 2022**

Unofficial Copy

**EXHIBIT 1**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 N89°14'58"E, 1,486.23 FEET TO THE WESTERLY BOUNDARY OF RIDGE ESTATES RURAL SITE PLAN, RECORDED AT RECEPTION NO. 01063901 OF THE DOUGLAS COUNTY RECORDS; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING NINETEEN (19) COURSES:

1. S34°15'57"W, 288.40 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 28°23'03", 101.56 FEET;
3. S02°04'38"E, 673.40 FEET;
4. N57°54'07"E, 372.84 FEET;
5. S89°49'44"E, 153.99 FEET;
6. S06°20'17"E, 554.82 FEET;
7. S11°09'46"W, 60.00 FEET;
8. S14°44'51"W, 462.71 FEET;
9. S62°47'50"W, 183.08 FEET;
10. S52°17'19"W, 568.15 FEET;
11. S36°17'48"W, 313.93 FEET;
12. N86°18'09"W, 247.70 FEET;
13. N08°31'26"E, 249.70 FEET;
14. N50°35'33"W, 424.70 FEET;
15. N55°30'11"W, 60.00 FEET;
16. N34°29'49"E, 339.94 FEET;
17. N55°30'11"W, 69.01 FEET TO A POINT OF CURVE;
18. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 78°25'46", 520.16 FEET;
19. N67°04'24"W, 293.23 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE ALONG SAID WEST LINE AND ALONG THE EAST LINE OF BELL MOUNTAIN RANCH SUBDIVISION FILING NO. 1-B, RECORDED AT RECEPTION NO. 9829016 OF THE DOUGLAS COUNTY RECORDS N01°04'20"W, 1,041.84 FEET TO THE POINT OF BEGINNING, CONTAINING 3,049,617 SQUARE FEET OR 70.010 ACRES, MORE OR LESS.

# Exhibit 2

## SPECIAL WARRANTY DEED

**GRANTORS:** **MAPLE GROVE LAND LIMITED PARTNERSHIP**, a Minnesota limited partnership, an undivided 50% interest, **RICHARD PUTNAM**, individually, an undivided 25% interest and **WAYNE E. BROWN FAMILY, LLC**, a Minnesota limited liability company, an undivided 25% interest, 1175 Crystal Valley Parkway, Castle Rock, Colorado 80104

**GRANTEE:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104

Grantors for the consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sell and convey to Grantee, its successors and assigns, the rights to the Denver Basin ground water adjudicated in Case Nos. 98CW298 and 00CW156, Water Division 1, underlying the real property described in the attached *Exhibit 1* and further described as follows:

<u>Decree</u>	<u>Aquifer</u>	<u>AF/Yr.</u>
98CW298	Denver	58.7
00CW156	Denver	2.1
<b>Total</b>		<b>60.8</b>

subject to all terms of said decree, with all appurtenances, and warrants the title to same against all persons claiming under Grantors.

Signed this 16<sup>th</sup> day of June 2020, 2019.

**GRANTORS:**

**MAPLE GROVE LAND LIMITED PARTNERSHIP**

a Minnesota limited partnership, *James Development Company, General Partner*

By: *Arnold Jensen*

Its: *President*

STATE OF Colorado )  
 )  
COUNTY OF Douglas ) ss.

~~2019~~<sup>2020</sup> The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May,  
2019, by James Peterson as President for Maple Grove Land  
Limited Partnership, a Minnesota limited partnership.

Witness my hand and official seal.

My commission expires: 6-1-2022.

NANCY SCHIELD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984015041  
MY COMMISSION EXPIRES JUNE 01, 2022

Nancy Schield  
Notary Public

RICHARD PUTNAM

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2019, by Richard Putnam.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

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

Unofficial Copy

STATE OF MINNESOTA

STATE OF )  
                  ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2019, by \_\_\_\_\_ as \_\_\_\_\_ for Maple Grove Land  
Limited Partnership, a Minnesota limited partnership

Witness my hand and official seal

My commission expires \_\_\_\_\_

Notary Public

Unofficial Copy

*Richard A. Putnam*  
RICHARD PUTNAM

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

2020 The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May  
2020, by Richard Putnam

Witness my hand and official seal

My commission expires 6-1-2022

NANCY SCHIELD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984015041  
MY COMMISSION EXPIRES JUNE 01, 2022

*Nancy Schield*  
Notary Public



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6. S06°20'17"E, 554.82 FEET;
7. S11°09'46"W, 60.00 FEET;
8. S14°44'51"W, 462.71 FEET;
9. S62°47'50"W, 183.08 FEET;
10. S52°17'19"W, 568.15 FEET;
11. S36°17'48"W, 313.93 FEET;
12. N86°18'09"W, 247.70 FEET;
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19. N67°04'24"W, 293.23 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36;  
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**WATER EFFICIENCY PLAN  
FOR  
RIDGE ESTATES**

*(f.k.a. Seller Creek Ranch Estates)*  
Castle Rock, Colorado

Wednesday, September 14, 2016  
Revised: Wednesday, November 16, 2016  
Revised: Monday, January 15, 2018  
Revised: Friday, August 17, 2018  
Revised: Friday, September 28, 2018  
Revised: Wednesday, January 2, 2019

Job. No. SCR

TOCR Project Number PDP18-0002

Prepared For

**CRYSTAL VALLEY RANCH DEVELOPMENT COMPANY**

1175 Crystal Valley Parkway  
Castle Rock, Colorado 80104  
(303) 814-6862  
Attn: Gregg Brown

Prepared by



Water Efficiency Plan

Ridge Estates

January 2, 2019

**ENGINEER'S STATEMENT:**

The enclosed Water Efficiency Plan, and exhibits were prepared by me, or under my direct supervision, and are correct to the best of my knowledge and belief. Said Water Efficiency Plan has been prepared in accordance with applicable Town of Castle Rock criteria. I accept responsibility for any liability caused by negligent acts, errors or omissions on my part in preparing this report.

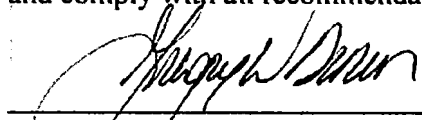


WSB & Associates, Inc.

James J. Mill, P.E. (Colorado PE #29256)

**OWNER/DEVELOPER'S STATEMENT**

As Owner/Developer of land(s) identified within this report; I agree to proceed, implement and comply with all recommendations and requirements outlined herein.



11/16/16

Ridge Estates Construction Company

Date

Gregory W. Brown

**TOWN OF CASTLE ROCK APPROVALS:**



Engineering Division

07/26/2019

Date



Development Services

7/30/19

Date

**Water Efficiency Plan****Ridge Estates**

January 2, 2019

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## I. INTRODUCTION

This Water Efficiency Plan has been prepared to address the application of Design Guidelines for water efficiency plans within the Town of Castle Rock to the Ridge Estates Annexation and PD.

### A. Location

Ridge Estates, containing a total of approximately 70 acres, is just outside the incorporated boundary of Castle Rock as depicted on Figure 1 in the Appendix, and is expected to be annexed into the Town of Castle Rock. The site is located in the northeast quarter of Section 36, Township 8 South, Range 67 West of the Sixth Principal Meridian, Castle Rock, Colorado. The site resides just south of the Crystal Valley Ranch development and adjacent to the Sellers Creek Ranch (SCR) development (a Rural Site Plan in unincorporated Douglas County) in the northwest portion of SCR. The site is bounded by Bell Mountain Ranch on the west, Crystal Valley Ranch on the north, and Sellers Creek Ranch on the east and south.

### B. Description of Property

The site is to be zoned for 52 single family units in a semi-rural, residential development. Existing vegetation, which is not irrigated, consists mainly of native grasses and deciduous brush with topography ranging from 10% to 60%. The property is currently proceeding through an Annexation/ PD process to the Town of Castle Rock. Infrastructure improvements for this project are expected to occur in one phase.

## II. WATER SYSTEM CHARACTERISTICS

### A. Existing Supply

The proposed project will be served by the Town of Castle Rock's water mains and tanks. Currently, a 16-inch Green Zone water line exists in Loop Road to the North of the Project.

### B. Proposed Facilities

All water and wastewater infrastructure will need to be in accordance with the current Town of Castle Rock Water and Wastewater Design Criteria Manuals that can be located at:

[www.crgov.com/codecentral](http://www.crgov.com/codecentral)

### **Irrigation Demand**

Within Ridge Estates, water-wise landscaping is envisioned for each lot, and native seed planting is encouraged. High water demand landscaping with the associated irrigation requirement will be limited. Trees, shrubs and ornamental plants will utilize a low demand drip irrigation system. Native drought tolerant grasses are required, and turf shall not exceed 3,000 sf per lot for lot size greater than 7,000 sf. Lots 7,000 or less are not permitted more than 2,100 sf of turf grass. As such, the irrigation demand will be on a lot by lot basis and served only from each lot's potable tap. Figure 2 contains a typical template lot landscape along with a suggested planting list for Ridge Estates utilizing low watering design parameters that shall be followed by any homebuilder constructing in Ridge Estates. The only open space landscaping will be in the pocket park shown in the PD Plan. It is assumed that this park will include 10,000 sf of drip-irrigated cover, to be served by one 3/4-inch irrigation tap. Streetscapes will use native drought tolerant plants and will have permanent drip irrigation to all trees.

## **III. WATER USAGE PERFORMANCE STANDARDS**

### **A. Water Efficiency**

#### **1. Indoor Water Efficiency**

All Single-family detached homes in Ridge Estates will be constructed according to the following indoor criteria. The standards listed below are based, at a minimum, on the U.S. Environmental Protection Agency's WaterSense New Home Specification Version 1.2; however, the values may be adjusted to reflect new technologies and updates to the WaterSense program.

##### **1.1. Service Pressure**

1.1.1. Limited to 60 pounds per square inch (psi) at the point of service.

##### **1.2. Dual Flush Toilets**

1.2.1. WaterSense labeled, with a solids flush water use of less than or equal to 1.1 gallons per flush (gpf), and a liquids flush use of 0.8 gpf or less.

##### **1.3. Kitchen Faucets**

1.3.1. Less than or equal to 1.5 gallons per minute (gpm).

##### **1.4. Bathroom Faucets**

1.4.1. WaterSense labeled, less than or equal to 1.2 gpm.

##### **1.5. Showerheads**

- 1.5.1. WaterSense labeled, less than or equal to 1.5 gpm per showerhead.
- 1.6. Leak Detection
  - 1.6.1. Verified through pressure-loss testing and visual inspection.

All indoor efficiencies shall be verified by 3<sup>rd</sup> party inspections.

## 2. Outdoor Water Efficiency

Landscape and Irrigation plans submitted as part of a Water Efficiency Plan, WEP, must meet or exceed the most current landscape and irrigation regulations at the time of Site Development Plan submittal. All single-family detached homes in Ridge Estates will be constructed according to the following outdoor criteria.

### 2.1. Landscape Design

2.1.1. All front and rear yards will be designed and installed by the builder.

2.1.2. The following requirements shall apply to all residential landscapes:

2.1.2.1. Turf types shall not include Kentucky Bluegrass varieties, but may include up to 3,000 sf of Texas hybrid bluegrass varieties. Lots at 7,000 sf or less shall have no greater than 2,100 sf of turf grass.

Allowable turf type shall include turf species that can survive on 19" or less of irrigation per year. All turf species shall be approved by the Town.

2.1.2.2. Apart from the 3,000 sf maximum allowed turf area, all other landscaping must be low to very low hydrozone plant material as listed on the Town of Castle Rock Plant List which is available on-line at [www.crgov.com](http://www.crgov.com). Turf grass shall be listed on Appendix C of the Town of Castle Rock Landscape and Irrigation Performance Standards and Criteria and shall not exceed 19" of irrigation per growing season. Landscape must provide a minimum coverage of plant materials of 75% at 5 year maturity in front yards and side yards when adjacent to streets. Rear yards shall have a minimum of 40% plant coverage at 5 year maturity. The remainder of yard coverage can be composed of mulches, aggregate surfacing, artificial turfs or hardscape. An irrigation exception will be made for establishment irrigation of planted native

seed during the months of June and August. Irrigation exemptions will not be issued during the month of July.

## 2.2. Irrigation Design

2.2.1. Residential Irrigation designs shall follow the Town of Castle Rock Landscape and Irrigation Performance Standards and Criteria Manual at a minimum. Refer to Sections 4 and 6 for specific requirements. Additional requirements shall include:

2.2.1.1. Controllers: Automatic irrigation system controllers shall be Town-approved weather-based (ET) or soil-moisture based, that automatically adjust irrigation in response to changes in plants' needs as weather conditions change.

2.2.1.1.1. Automatic irrigation system controllers shall be WaterSense labeled or approved by the Town.

2.2.1.1.2. Weather-based (ET) controllers without integral rain sensors shall have a separate wired or wireless rain sensor. Rain sensor must not be bypassed, and must remain fully operational.

2.2.1.1.3. Soil-moisture based controllers are not required to have rain sensors.

2.2.1.1.4. Controllers shall have a minimum of 3 programs or schedules and a minimum of 3 start times per each schedule or program.

2.2.1.2. Sprinkler Heads: Pop-up or rotor heads that utilize high efficiency nozzles designed with head to head coverage. This may include conventional rotors, stream rotators or high efficiency pop-up spray nozzles. The DU must be verified by third-party audit, see the TOCR Landscape and Irrigation Performance Standards and Criteria Manual Section 4.2.3 for details.

2.2.1.2.1. Pop-up height must be 6" or greater.

2.2.1.2.2. Pop-up spray sprinkler bodies must be equipped with internal pressure regulation matching the required pressure of the nozzle. All sprinkler heads (spray and rotor) must be

equipped with internal check valve.

2.2.1.2.3. Sprinkler heads must be installed at head to head spacing at a minimum.

2.2.1.2.4. The turf may use spray nozzles at a radius of 15 feet or less, a combination of rotary nozzles and stream rotators from 15 to 35 feet, and short to medium range rotors at 25 feet or greater.

Sprinkler heads within the same zone must have matched precipitation rates.

2.2.1.2.5. Traditional fixed and traditional variable arc spray nozzles are not allowed.

2.2.1.2.6. Pop-up spray nozzles cannot be zoned together with multi-trajectory rotating stream nozzles or traditional rotor heads.

2.2.1.2.7. Nozzles must be adjustable for arc and distance and must be calibrated at the time of installation to cover only the irrigable area.

2.2.1.3. Drip Irrigation: the use of a drip system will be used in all shrub bed areas; no spray type irrigation will be allowed. Minimum requirements are:

2.2.1.3.1. Pressure compensating emitters

2.2.1.3.2. Pressure regulation at the control valve assembly  
(min. 20 PSI, max. 40 PSI)

2.2.1.4. Filtration at the control valve assembly (min. 200 mesh)

2.2.1.5. All drip zones must contain a flush valve and operational indicator at all drip lateral line dead ends.

## **B. Education**

### **3. Resident Education**

3.1. The developer/builder shall create educational materials to be provided to residents. Educational program will be approved by the Town and will contain information pertinent to the Water Efficiency Plan, water budget rate structure, and specific water conservation measures including, but not limited to, soil preparation

appropriate for existing conditions and selected plant materials, smart irrigation controllers, and high efficiency sprinkler heads and nozzles. Materials may include brochures, how-to guides, instruction manuals, web content for the Town website, educational videos, or in-person training. Sample educational materials may be found on the Colorado Water Conservation Board (CWCB) website at:

<http://cwcb.state.co.us/public-information/education-outreach/Pages/WaterConservationDroughtMitigationEducation.aspx>

3.2. The installing contractor shall provide at least 30 minutes of personal training on the care and operation of the irrigation system and plant material to each resident at the time of installation. This shall include controller operations and programming, locations of shut off valves, winterization need, watering days as determined by address, and expected plant material watering needs. Each homeowner shall be provided a minimum of 30 minutes of training.

3.3. Residents shall be provided seasonal education by the homebuilder for spring, summer, fall, and winter maintenance, care and WaterWise conservation. This shall include, at a minimum, a two-hour presentation per season supplemented by written materials, and may take place at a volunteer residence or a local community space.

3.4. Residents shall be educated regarding installed indoor and outdoor water efficiency measures, including relationships with water budgets and billing rates. Education will be accomplished through the personal training and homebuilder training described above.

3.5. All financial costs and responsibility for implementation of the educational components shall be borne by the builders.

### **C. Verification**

Each completed home, landscape and irrigation system shall be inspected by a Town approved professional third party home inspection service paid for by the homebuilder. The third-party inspector shall certify that all homes, landscapes and irrigation systems are being constructed in compliance with the standards outlined in this Water Efficiency Plan.

**D. Indoor Water Efficiency Standards**

As part of the building permit application, builders will be required to submit detailed information regarding the specific high-efficiency fixtures and appliances being installed in each unit and to verify they meet or exceed the indoor Design Guidelines. A sample verification checklist is provided in the Appendix of this plan.

**E. Outdoor Water Efficiency Standards**

In accordance with the Town's existing Landscape and Irrigation Performance Standards and Criteria Manual, a landscape and irrigation plan must be completed for each residential unit. Each submittal will be reviewed to ensure compliance with water efficiency standards per current Town landscape regulations and as outlined in this Water Efficiency Plan. Each submittal will be compared to the irrigated turf and outdoor water budget restrictions to ensure compliance with the minimum stated standards. The submittal shall include the name of the Town-registered landscape and irrigation contractors. A sample verification checklist is provided in the Appendix of this plan.

**E. Water Usage Calculations.**

A Water Budgeting Analysis is presented in Figure 3 in the Appendix. This table presents average water uses in ac-ft/yr for a variety of usage approaches, styles, and modeling assumptions. This table demonstrates the wide variety of statistical assumptions that have been made regarding average residential water use and demonstration of 5,000 gal/mo assumption of use.

Target water usage for RGE has been estimated assuming self-imposed water budgeting restrictions for both indoor and outdoor use.

#### IV. CONCLUSION

This Water Efficiency Plan proposed for Ridge Estates is in accordance and compliance with the Town's Minimum Standards for Water Efficiency Plans and the Town's existing Landscape and Irrigation Performance Standards and Criteria Manual.

If the performance standards within this plan are complied with and achieved, water usage for Ridge Estates will be significantly less than projected water usage envisioned within Town code.

The Water Efficiency Plan sets the parameters for low water use landscapes, including native grasses and low water plantings.

The following water conservation practices make the Ridge Estates Water Efficiency Plan exceptional. First, the builders are required to install both front and back yard landscaping and turf grass limitations in Section 2.1.2 of this Water Efficiency Plan exceed those listed in the Town's landscape regulations. Furthermore, indoor dual flush toilets exceed standard builder toilets. Lastly, the outdoor irrigation systems will provide operational monitoring via flush valves with operational indicators at the ends of all drip lines.

Unofficial Copy

**IV. REFERENCES**

1. Town of Castle Rock Minimum Standards for Water Efficiency Plans, Castle Rock, Colorado, June, 2014.
2. Town of Castle Rock Landscape and Irrigation Performance Standards and Criteria Manual, Castle Rock, Colorado, April 3, 2018.
3. AWWA Residential End Uses of Water, Version 2: Executive Report, Published April 2016  
([http://www.awwa.org/portals/0/files/resources/water%20knowledge/rc%20water%20conservation/residential\\_end\\_uses\\_of\\_water.pdf](http://www.awwa.org/portals/0/files/resources/water%20knowledge/rc%20water%20conservation/residential_end_uses_of_water.pdf))

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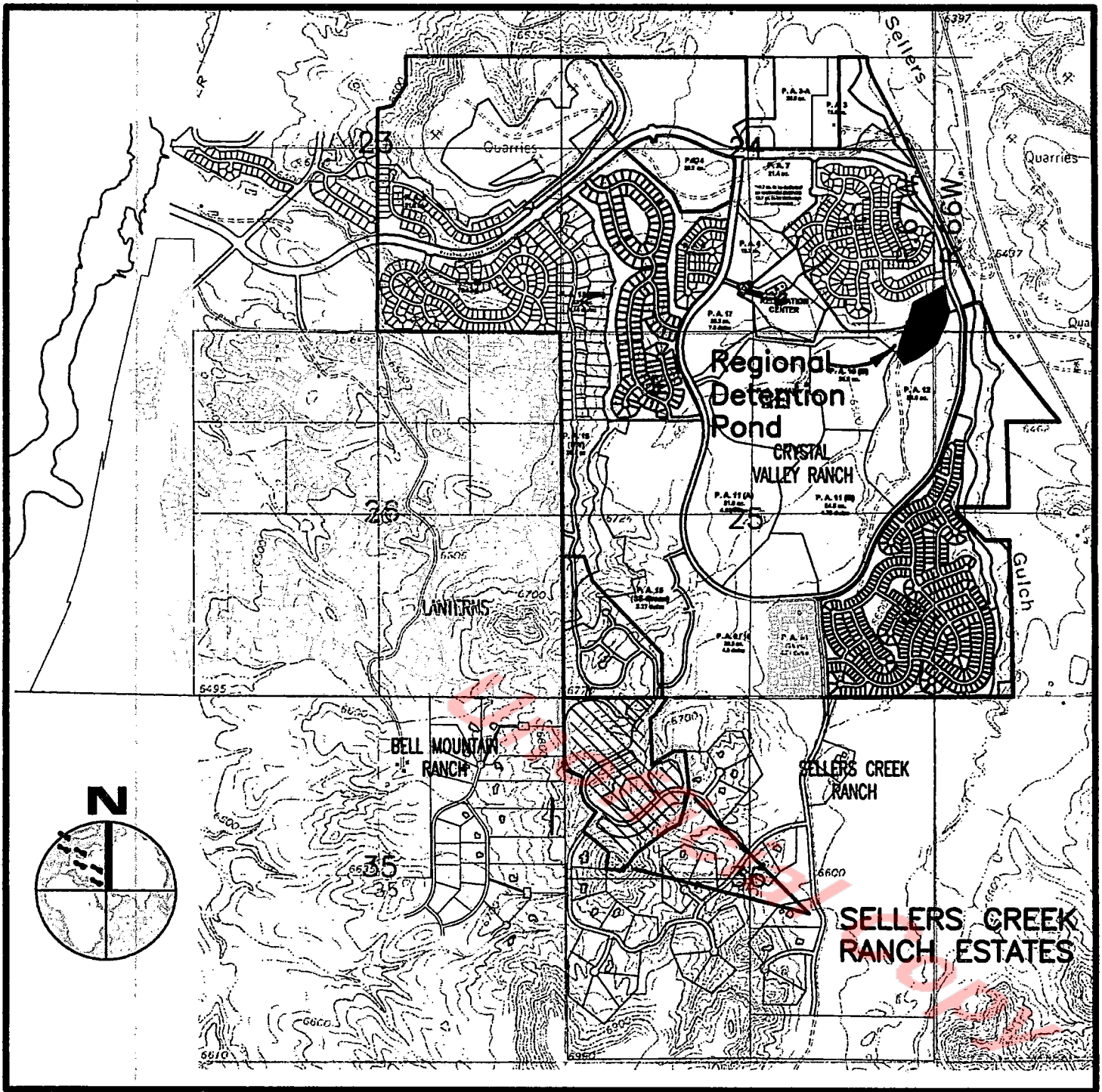
**Water Efficiency Plan**

**Ridge Estates**

**April 13, 2018**

**APPENDIX**

**Unofficial Copy**



**RIDGE ESTATES**

**VICINITY MAP**

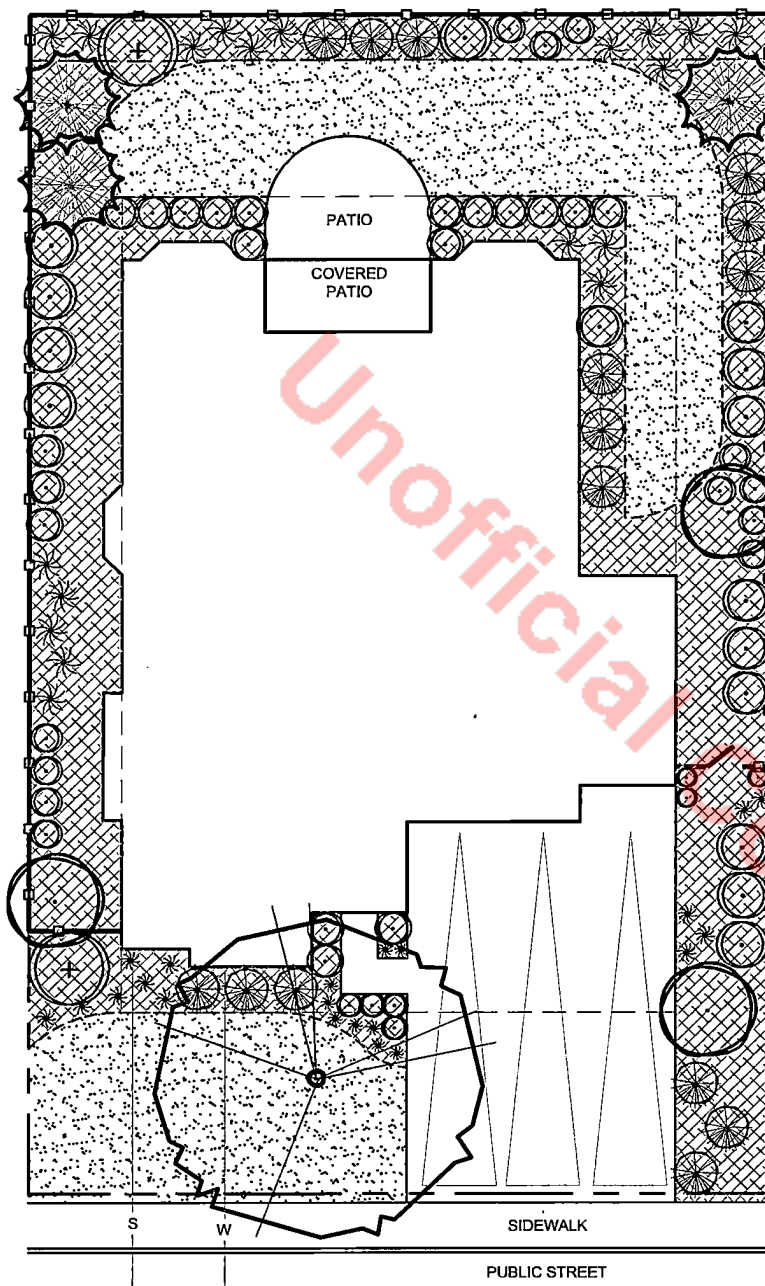
Scale: 1" = 2000'

Figure 1

# RIDGE ESTATES - LOT TYPICAL LANDSCAPING

EXAMPLE SOD AREA:  
2,000 SQ.FT. (TOTAL)

EXAMPLE PLANTING/  
ROCK MULCH AREA:  
3,150 SQ.FT. (TOTAL)



LOT TYPICAL NOTES:

1. FRONT YARD LANDSCAPING SHALL NOT EXCEED LOW WATER DEMAND - THE USE OF XERISCAPE PLANTS IS REQUIRED.
2. IRRIGATED TURF AREAS SHALL FOLLOW THE CRITERIA AS OUTLINED IN THE WATER EFFICIENCY PLAN. TURF IS NOT TO EXCEED MAXIMUM ALLOWABLE PERCENTAGE PER LOT SIZE (PLEASE SEE SECTION 2.1.2 IN THIS WATER EFFICIENCY PLAN). LOW WATER USE SOD MIXES LIKE REVELLE OR RTF ARE REQUIRED.
3. ALL LANDSCAPING AND IRRIGATION IS TO BE INSTALLED BY BUILDER AND MAINTAINED BY HOMEOWNER.
5. A MINIMUM OF ONE (1) 2 1/2" CALIPER LARGE CANOPY SHADE TREE SHALL BE PROVIDED IN THE FRONT YARD SETBACK.
6. ROCK MULCH SHALL BE USED IN PLANTING BEDS AND IN THE SIDE YARDS. ALL AREAS IN THE FRONT YARD CONTAINING ROCK MULCH ARE TO HAVE PLANT COVERAGE WITH LOW TO VERY LOW WATER REQUIRING PLANT MATERIAL. 75% OF THE AREA WITH ROCK MULCH WILL HAVE TO BE COVERED WITH PLANT MATERIAL AFTER 5 YEARS.
7. FENCING SHALL NOT ENCROACH VISIBILITY TRIANGLES.
8. IT IS REQUIRED TO PLANT TREES 10' MIN. FROM WATER AND SEWER LINES.

LEGEND

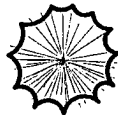
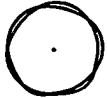
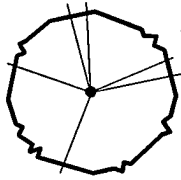
- |       |                             |  |                  |
|-------|-----------------------------|--|------------------|
|       | Planting Bed/<br>Rock Mulch |  | Deciduous Tree   |
|       | Sod                         |  | Evergreen Tree   |
| - - - | Easement                    |  | Ornamental Tree  |
| - - - | Setback                     |  | Deciduous Shrub  |
|       | Optional Fence              |  | Evergreen Shrub  |
| S ——— | Sewer Line                  |  | Ornamental Grass |
| W ——— | Water Line                  |  |                  |

TYPICAL SINGLE FAMILY LOT (10,400 S.F.)

SCALE: 1"=20'-0"

# RIDGE ESTATES - LOT TYPICAL LANDSCAPE

## SUGGESTED PLANT LIST FOR XERIC LANDSCAPING



	SCIENTIFIC NAME	COMMON NAME	SIZE
<b>LARGE CANOPY SHADE TREES</b>			
	CATALPA SPECIOSA	WESTERN CATALPA	2.5" CAL.
	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2.5" CAL.
	GLEDITSIA TRIACANTHOS INERMIS	THORNLESS HONEYLOCUST	2.5" CAL.
	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL.
<b>DECIDUOUS ORNAMENTAL TREES</b>			
	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	2.0" CAL.
	CRATAEGUS CRUS-GALLI VAR. INERMIS	COCKSPUR THORNLESS HAWTHORN	2.0" CAL.
	KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	2.0" CAL.
	PRUNUS AMERICANA	AMERICAN PLUM	2.0" CAL.
	PRUNUS VIRGINIANA	CANADA RED CHERRY	2.0" CAL.
<b>EVERGREEN TREES</b>			
	PINUS NIGRA 'ARNOLD SENTINEL'	COLUMNAR AUSTRIAN PINE	6' HT.
	PINUS LEUCODERMIS 'ISELI FASTIGIATE'	BOSNIAN PINE	6' HT.
	PICEA PUNGENS 'FASTIGIATA'	FASTIGIATE SPRUCE	6' HT.
<b>DECIDUOUS SHRUBS</b>			
	BERBERIS THUNBERGII 'CRIMSON PYGMY'	CRIMSON PYGMY BARBERRY	5 GAL
	CARYOPTERIS CLANDONENSIS	BLUE MIST SPIREA	5 GAL
	CHAMAEBATIARA MILLEFOLIUM	FERNBUSH	5 GAL
	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	5 GAL
	PHYSOCARPUS OPULIFOLIUS 'NANUS'	DWARF NINEBARK	5 GAL
	RHUS TRILOBATA	THREE LEAF SUMAC	5 GAL
	SYRINGA VULGARIS	COMMON PURPLE LILAC	5 GAL
	VIBURNUM X JUDDII	JUDD VIBURNUM	5 GAL
<b>EVERGREEN SHRUBS</b>			
	JUNIPERUS 'ANDORRA COMPACTA'	COMPACT ANDORRA JUNIPER	5 GAL
	CYTISUS PURGANS 'SPANISH GOLD'	SPANISH GOLD BROOM	5 GAL
	CYTISUS X 'LENA'	LENA BROOM	5 GAL
<b>ORNAMENTAL GRASSES</b>			
	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	1 GAL
	NASSELLA TENUISSIMA	SILKY THREAD GRASS	1 GAL
	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	LITTLE BLUESTEM GRASS	1 GAL

### RGE Water Efficiency Plan Calcs

#### Water Budgeting Analysis

Watering Style	Rate	Rate	Area	Water Usage	Total Usage	
Average Lot Size			35000 sf			
Home			5000 sf	0 gal/mo	0.000 ac-ft/yr	
Concrete and Patio			2000 sf	0 gal/mo	0.000 ac-ft/yr	
Rock, Mulch, or non-irrigated natural			20000 sf	0 gal/mo	0.000 ac-ft/yr	
Low (drip type) <sup>†</sup>	10.0 in/yr	17.1 gpd/1ksf	5000 sf	2597 gal/mo	0.056 ac-ft/yr	(for Apr-Oct only)
High (Town turf max per Eff Std) <sup>†</sup>	19.0 in/yr	32.4 gpd/1ksf	3000 sf	2960 gal/mo	0.064 ac-ft/yr	(for Apr-Oct only)
<b>Irrigation Total</b>				<b>5557 gal/mo</b>	<b>0.119 ac-ft/yr</b>	(for Apr-Oct only)
Average Winter Monthly Consumption				4000 gal/mo	0.147 ac-ft/yr	
<b>Total Water Usage</b>				<b>9557 gal/mo</b>	<b>0.267 ac-ft/yr</b>	

#### Household Budgeting Comparison Analysis

Town Model Criteria (gphd) [4.4.1]	4 rooms	100 gpd/rm	400 gphd	12164 gal/mo	0.45 ac-ft/yr	backed in to room #
Per Room Criteria	4 rooms	75 gpd/rm	300 gphd	9123 gal/mo	0.34 ac-ft/yr	75 is ToCR #
EPA Per Room Criteria	4 rooms	69 gpd/rm	276 gphd	8393 gal/mo	0.31 ac-ft/yr	Interior Only
Town Model Criteria @ 80%	4 rooms	80 gpd/rm	320 gphd	9731 gal/mo	0.36 ac-ft/yr	backed in to room #
REU1999 gphd avg Per WRF			177 gphd	5383 gal/mo	0.20 ac-ft/yr	Interior Only
REU2016 gphd avg Per WRF			138 gphd	4197 gal/mo	0.15 ac-ft/yr	Interior Only
REU2016 gpcd avg Per WRF	2.65 persons	58.6 gpcd	156 gphd	4731 gal/mo	0.17 ac-ft/yr	Interior Only
EPA WaterSense Home Avg			110 gphd	3345 gal/mo	0.12 ac-ft/yr	Interior Only
Intn'l Plumbing Code gpcd (low)	4 persons	30.0 gpcd	120 gphd	3649 gal/mo	0.13 ac-ft/yr	+++
Intn'l Plumbing Code gpcd (avg)	4 persons	45.0 gpcd	180 gphd	5474 gal/mo	0.20 ac-ft/yr	+++
Intn'l Plumbing Code gpcd (high)	4 persons	60.0 gpcd	240 gphd	7298 gal/mo	0.27 ac-ft/yr	+++
Intn'l Plumbing Code gpcd (low)	2.65 persons	30.0 gpcd	80 gphd	2418 gal/mo	0.09 ac-ft/yr	***
Intn'l Plumbing Code gpcd (avg)	2.65 persons	45.0 gpcd	119 gphd	3626 gal/mo	0.13 ac-ft/yr	***
Intn'l Plumbing Code gpcd (high)	2.65 persons	60.0 gpcd	159 gphd	4835 gal/mo	0.18 ac-ft/yr	***

#### Target Water Usage for RGE- using self imposed water budgeting restriction

Indoor Budget (AWMC)				4000 gal/mo	0.147 ac-ft/yr	
Outdoor Budget (Apr-Oct) (see Irrigation Total above)				5557 gal/mo	0.119 ac-ft/yr	(for Apr-Oct only)
				<b>Total Yearly Per Lot Usage</b>	<b>0.27 ac-ft/yr</b>	(48% of code usage)
				<i>ToCR Code Assumed Usage</i>	<i>0.55 ac-ft/yr</i>	
				Total Lots	52 lots	
				<b>Total Yearly Projected Lot Usage</b>	<b>13.9 ac-ft/yr</b>	(25.21 sfe)
Pocket Park (10,000 sf, 15"/yr)					0.287 ac-ft/yr	
Streetscape Landscaping (90% effic.)****	133 trees	707 sf/tree	0.3 Plant Factor	0.246 ETo (in/day)	5.372 ac-ft/yr	
				<b>Total Yearly OSP Irrigation Usage</b>	<b>5.7 ac-ft/yr</b>	(10.29 sfe)
				<b>Total Yearly Projected RGE Water Usage</b>	<b>19.5 ac-ft/yr</b>	(35.50 sfe)
				Water to be set aside per 100% 3/4" Criteria	28.6 ac-ft/yr	(52.00 sfe)
				Water to be set aside for OSP Irrigation	5.7 ac-ft/yr	(10.29 sfe)
				<b>Total Water to be set aside for RGE</b>	<b>34.3 ac-ft/yr</b>	(62.29 sfe)
				<b>Usage Margin</b>	<b>175%</b>	

\*AWMC=Average Winter Monthly Consumption

\*\*SFE=Single Family Equivalent

+++ 4 persons/home is more than the town average

\*\*\* 2.65 cap/home is town & national average

\*\*\*\*Streetscape Landscaping calculation:

$$Q = N_{tree} \cdot A_{tree} \cdot PF \cdot ETo / \eta$$

<sup>†</sup>Water Usage calculation:  
(for gallons per month)

$$Q = Rate \cdot Area \cdot \frac{1 \text{ ft}}{12 \text{ in}} \cdot \frac{7.48 \text{ gal}}{1 \text{ ft}^3} \cdot \frac{1 \text{ yr}}{12 \text{ mo}}$$

**FIGURE 3**

## Water Efficiency Verification Checklist Indoor Standards

**Lot Number/Address:** \_\_\_\_\_

All indoor fixtures and appliances must comply with standards listed in the current approved version of the water efficiency plan.

**Summary of Proposed Fixtures and Appliances.**

Complete the information on water demand and the make/model for each fixture and appliance that will be installed.

Room	Fixture/Appliance	Water Demand	Make/Model
Kitchen	Sink Faucet	gal/minute	
	Dishwasher	gal/cycle	
Bathroom 1	Toilet	gal/flush	
	Sink Faucet(s)	gal/minute	
	Showerhead	gal/minute	
Bathroom 2	Toilet	gal/flush	
	Sink Faucet(s)	gal/minute	
	Showerhead	gal/minute	
Bathroom 3	Toilet	gal/flush	
	Sink Faucet(s)	gal/minute	
	Showerhead	gal/minute	
Laundry	Sink Faucet	gal/minute	
	Clothes Washer	gal/cycle/cubic foot	
Other			

Is a 5/8-inch tap being requested? (Yes/No):

**CERTIFICATION**

I hereby certify that the above information is true and accurate. I understand that the falsification of any information on this submittal may disqualify me from completing or performing future work related to The Lanterns development in Castle Rock, CO.

Builder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Company: \_\_\_\_\_

## Water Efficiency Verification Checklist Outdoor Standards

Lot Number/Address: \_\_\_\_\_

Lot Size: \_\_\_\_\_

### Landscape Design

The design guidelines for outdoor uses were developed to limit the use of irrigated turf and reduce overall outdoor water demands. The maximum turf area for lot sizes of 7,000 sf or less shall not exceed 2,100 sf. For lot sizes greater than 7,000 sf, the maximum turf area shall not exceed 3,000 sf. In no case shall maximum turf areas exceed the limits of this Water Efficiency Plan. Kentucky bluegrass turf is not permitted. Turf grass shall use no more than 19" of irrigation per season and shall be listed in the Town of Castle Rock Landscape Regulations Appendix C.

Proposed landscape plans must be summarized as specified in Table 1 below. The Town of Castle Rock approved plant list shall be used to classify selected plants into the appropriate Irrigated Water Use Zone.

Table 1. Landscape Irrigation Demands.

Irrigated Water Use Zone	Size of Zone
Moderate	_____ sf
Low	_____ sf
<b>Total</b>	_____ sf

Does landscape plan comply with turf limitation? (Yes/No): \_\_\_\_\_

Does plant material comply with landscape plan? (Yes/No): \_\_\_\_\_

Turf type: \_\_\_\_\_

Number of plants: \_\_\_\_\_

Does installed landscaping match typical landscape design in the approved WEP?

(Yes/No): \_\_\_\_\_

**Irrigation System Design**

Automatic irrigation system controllers shall be approved by the Town, and be weather based (ET) or soil-moisture based, that automatically adjust irrigation in response to changes in the plants' needs as weather conditions change. All equipment must comply with the standards listed in the current version of approved Water Efficiency Plan. Design requirements are subject to change as reflected in updated EPA WaterSense Program details and Town of Castle Rock Landscape and Irrigation Performance Standards and Criteria.

**Table 3. Proposed Irrigation System Equipment.**

Device	Make/Model
Smart Controller	
Fixed Spray Heads	
Rotor Heads	
Drip Emitters	
Rain Sensors	

**CERTIFICATION**

I hereby certify that the above information is true and accurate. I understand that the falsification of any information on this submittal may disqualify me from completing or performing future work in Castle Rock, CO.

Builder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Company: \_\_\_\_\_

Landscape Designer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Company: \_\_\_\_\_

Irrigation Designer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Company: \_\_\_\_\_

# Exhibit 4

## TEMPORARY EASEMENT AGREEMENT

**DATE:** June 16, 2020, 2019.

**GRANTORS:** **MAPLE GROVE LAND LIMITED PARTNERSHIP**, a Minnesota limited partnership, **RICHARD PUTNAM**, and **WAYNE E. BROWN FAMILY, LLC**, a Minnesota limited liability company, 1175 Crystal Valley Parkway, Castle Rock, Colorado 80104.

**GRANTEE:** **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 Wilcox Street, Castle Rock, Colorado 80104.

### RECITALS

Grantee has determined that it needs to acquire a temporary construction easement ("Temporary Easement") over property owned by Grantors, and the parties have agreed to the terms and consideration for the grant of the Temporary Easement.

### GRANT

Grantors, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantors, grants to Grantee, its successors and assigns, the Temporary Easement over the property located in Douglas County, Colorado described in the attached *Exhibit A* ("Easement Property").

### TERMS

1. Grantee is undertaking the construction of certain municipal waterline improvements adjacent to the Easement Property as part of the Bell Mountain Waterline Project ("Project").

2. Grantors represent to Grantee that Grantor are the record owner of the Easement Property and that Grantors have the authority to grant the Temporary Easement.

3. The purpose of the Temporary Easement is to allow Grantee, its employees, contractors and agents access to the Project over the Easement Property and construct the Project on the adjacent property owned by Grantee. The Temporary Easement shall commence upon the date Grantee gives notice to Grantor of its intent to commence construction of the Project and terminate 18 months thereafter, or upon completion of the project, whichever event occurs first.



(SEAL)

Nancy Schield  
Notary Public

RICHARD PUTNAM

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Richard Putnam.

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

(SEAL)

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

**WAYNE E. BROWN FAMILY, LLC**

By: Gregory W Brown  
Its: Chief Manager

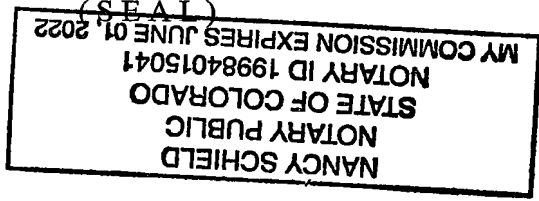
STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 11th day of May, 2020, by Gregory W Brown as Chief Manager for Wayne E. Brown Family, LLC, a Minnesota limited liability company..

Witness my official hand and seal.  
My commission expires: 6-1-2022

(SEAL)

Nancy Schield  
Notary Public



NOTARY PUBLIC STATE OF COLORADO

Notary Public

*Richard A. Putnam*  
RICHARD PUTNAM

STATE OF *Colorado* |  
COUNTY OF *Douglas* |

The foregoing instrument was acknowledged before me this *8th* day of *May* ~~2019~~ *2020*, by Richard Putnam

Witness my official hand and seal  
My commission expires *6-1-2022*

NANCY SCHIELD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984015041  
MY COMMISSION EXPIRES JUNE 01, 2022

*Nancy Schield*  
Notary Public

Unofficial Copy

WAYNE E. BROWN FAMILY, LLC

He \_\_\_\_\_  
It \_\_\_\_\_

STATE OF \_\_\_\_\_ |  
COUNTY OF \_\_\_\_\_ |

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by \_\_\_\_\_ as \_\_\_\_\_ for Wayne E. Brown Family, LLC, a Minnesota limited liability company.

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

(SEAL)



30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LYING IN THE NW 1/4 OF SECTION 36,  
TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO.

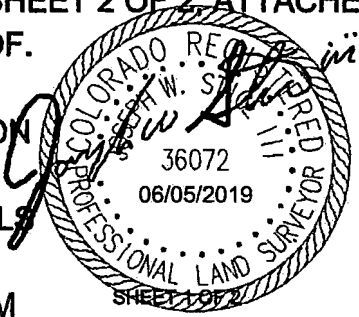
COMMENCING AT THE NW CORNER OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO THENCE S 45°54'41"E, A DISTANCE OF 28.36 FEET TO A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NW 1/4 OF SECTION 36 AND THE POINT OF BEGINNING; THENCE N 89°14'58"E PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1452.11 FEET; THENCE S 34°15'58"W, A DISTANCE OF 36.63 FEET TO A LINE 50.00 SOUTH OF AND PARALLEL WITH SAID NORTH LINE; THENCE S 89° 14'58" W COINCIDENT WITH SAID PARALLEL LINE, A DISTANCE OF 1400.92 FEET TO A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF SAID SECTION 36; THENCE S 01°04'20" E COINCIDENT WITH SAID PARALLEL LINE, A DISTANCE OF 1013.82 FEET; THENCE N 67°04'24" W, A DISTANCE OF 32.84 FEET TO A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF SAID SECTION 36; THENCE N 01°04'20" W COINCIDENT WITH SAID PARALLEL LINE, A DISTANCE OF 1030.63 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 73462 SQ.FT. OR 1.686 ACRES, +/-.

BEARINGS ARE BASED UPON THE NORTH LINE OF SECTION 36 WHICH BEARS: N 89°14'58" E

AS ILLUSTRATED ON SHEET 2 OF 2 ATTACHED HERETO AND MADE A PART THEREOF.

PREPARED FOR AND ON BEHALF OF WSB BY JOSEPH W. STICE iii, PLS 720-280-7955 JSTICE@WSBENG.COM



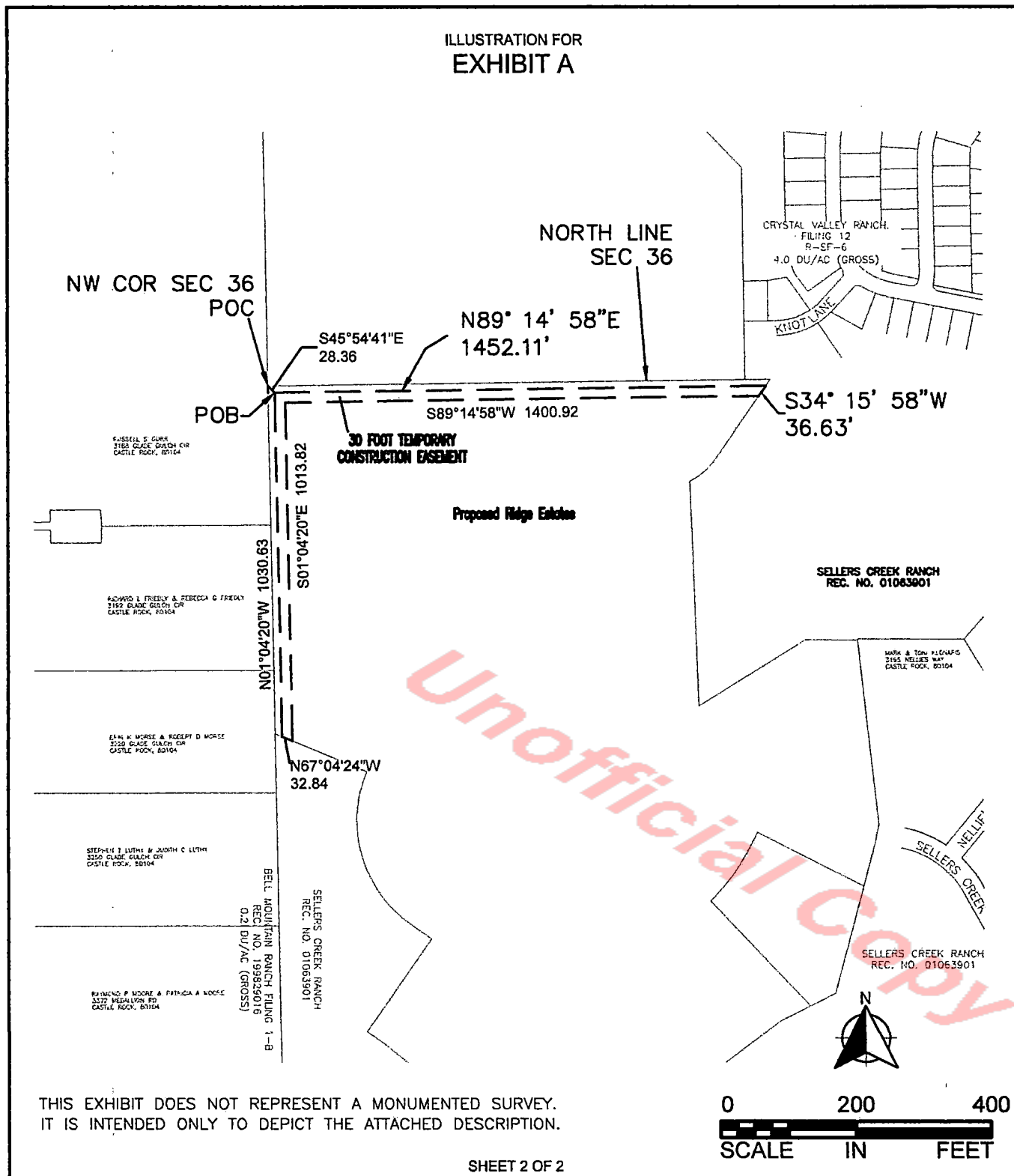
RIDGE ESTATES

30' CONSTRUCTION EASEMENT

LOCATED IN THE NW 1/4, SEC. 36  
T. 8 S./ R 67 W, 6TH PM  
DOUGLAS COUNTY, COLORADO

DRAWN BY: JWS	SCALE: 1"=400'	R.O.W. FILE NUMBER:
CHECKED BY: JWS	DATE: 06.05.19	JOB NUMBER: 011593-000

ILLUSTRATION FOR  
EXHIBIT A



**RIDGE ESTATES**

LOCATED IN THE NW 1/4, SEC. 36  
T. 8 S./ R 67 W, 6TH PM  
DOUGLAS COUNTY, COLORADO

<b>DRAWN BY:</b> JWS	<b>SCALE:</b> 1"=400'	<b>R.O.W. FILE NUMBER:</b>
<b>CHECKED BY:</b> JWS	<b>DATE:</b> 06.05.19	<b>JOB NUMBER:</b> 011593-000

**EASEMENT AGREEMENT**

**DATE:** June 16, 2020, ~~2019~~.

**GRANTORS:** **MAPLE GROVE LAND LIMITED PARTNERSHIP**, a Minnesota limited partnership, **RICHARD PUTNAM**, and **WAYNE E BROWN FAMILY, LLC**, a Minnesota limited liability company, 1175 Crystal Valley Parkway, Castle Rock, CO 80104

**GRANTEE:** **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 Wilcox Street, Castle Rock, Colorado 80104.

**RECITALS**

Grantee has determined that it needs to acquire a non-exclusive permanent easement (Easement) over property owned by Grantors, and the parties have agreed to the terms and consideration for the grant of the easement.

**GRANT**

Grantors, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantors, grant to Grantee, its successors and assigns, a permanent non-exclusive easement in gross, in, over and under the property located in Douglas County, Colorado as described in the attached *Exhibit A* (Easement Property).

**TERMS**

1. Grantors represent to Grantee that Grantors are the record owner of the Easement Property and that Grantors have the power and authority to grant the Easement, free of prior liens and encumbrances which would preclude the Grantee from utilizing the site for its stated purpose, as reasonably determined by Grantee.

2. The easement is a non-exclusive permanent easement to allow Grantee, its employees, contractors and agents to construct, operate, maintain and repair, from time to time, municipal water facilities and related appurtenances and to allow access to such facilities.

3. All construction activity by Grantee and its contractors and agents shall be maintained within the Easement Property boundaries and upon completion of construction, reconstruction or repair by Grantee, the surface of the property shall be contoured and

stabilized. All such construction and maintenance undertaken by Grantee shall be at the sole expense of the Grantee, and Grantee shall promptly pay all construction costs and expenses.

4. Grantors shall not make any use of the property which will materially interfere with Grantee's use and enjoyment of the easement. Grantors reserve the right to use the Easement Property for all other purposes.

5. To the extent permitted by law, Grantee shall indemnify Grantors from any and all liability, costs or expenses incurred as a result of Grantee's use of the Easement Property under its easement rights. Grantee shall obtain and keep in full force and effect general liability insurance covering its actions and activities permitted under the easement in an amount at least equivalent to Grantee's liability under the Colorado Governmental Immunity Act. This indemnification shall not constitute a waiver or release by Grantee of any immunity or limitation on liability under the Governmental Immunity Act.

6. Any breach of this Easement Agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

7. This Easement Agreement runs with the land and shall continue in full force and effect unless sooner terminated by separate agreement between Grantors, their successors and assigns, and Grantee, its successors and assigns.

8. Any notice, demand or election under this Easement Agreement shall be in writing and shall be given in person or by means of telecopy or mailed by registered or certified mail, addressed as follows:

If to Grantors: Maple Grove Land Limited Partnership  
Richard Putnam  
Wayne E. Brown Family, LLC  
1175 Crystal Valley Parkway  
Castle Rock, CO 80104

If to Grantee: Town of Castle Rock  
100 Wilcox Street  
Castle Rock, CO 80104  
Attn: Town Attorney  
Phone: 303-660-1388

or as otherwise provided by notice given as herein provided. All notices demands or elections given in such manner shall be effective on the date of receipt thereof. The address to which notices are to be sent may be changed by providing notice as set forth in this paragraph.

9. This Easement Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between Grantors and Grantee with respect to the subject

matter hereof. Any modification, amendment or extension must be in writing signed by both the Grantors and the Grantee.

10. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. Venue for any legal action relating to this Easement Agreement shall lie in the District court in and for the County of Douglas, Colorado.

12. This Easement Agreement shall be recorded by Grantee with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the parties.

[ Remainder of page intentionally left blank ]

*Unofficial Copy*



GRANTORS:

MAPLE GROVE LAND LIMITED PARTNERSHIP

a Minnesota limited partnership

It is the intention of the parties to this instrument that the same shall be deemed to have been made in full payment of the debt or obligation hereinafter mentioned.

It is the intention of the parties to this instrument that the same shall be deemed to have been made in full payment of the debt or obligation hereinafter mentioned.

STATE OF )  
                  ) ss.

COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ for Maple Grove Land Limited Partnership, a Minnesota limited partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
\_\_\_\_\_  
Notary Public

*Richard A Putnam*  
\_\_\_\_\_  
RICHARD PUTNAM

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

The foregoing instrument was acknowledged before me this *8th* day of *May*, 2020, by *Richard Putnam*.

Witness my hand and seal  
My commission expires *6-1-2022*

NANCY SCHIELD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984015041  
MY COMMISSION EXPIRES JUNE 01, 2022

*Nancy Schield*  
\_\_\_\_\_  
Notary Public

Unofficial Copy





20 FOOT WIDE WATERLINE EASEMENT LYING IN THE NW 1/4 OF SECTION 36,  
TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO

BEGINNING AT THE NW CORNER OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO THENCE N 89°14'58" E COINCIDENT WITH THE NORTH LINE OF SECTION 36, A DISTANCE OF 1486.23 FEET;  
THENCE DEPARTING SAID NORTH LINE S 34°15'58" W, A DISTANCE OF 24.42 FEET TO A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE;  
THENCE S 89° 14'58" W COINCIDENT WITH SAID PARALLEL LINE, A DISTANCE OF 1472.11 FEET TO THE WEST LINE OF THE NW 1/4 OF SAID SECTION 36;  
THENCE N 01°04'20" W COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 29,583.44 SQ.FT. OR 0.679 ACRES, +/-.

BEARINGS ARE BASED UPON THE NORTH LINE OF SECTION 36 WHICH BEARS: N 89°14'58" E

AS ILLUSTRATED ON SHEET 2 OF 2, ATTACHED HERETO AND MADE A PART THEREOF.

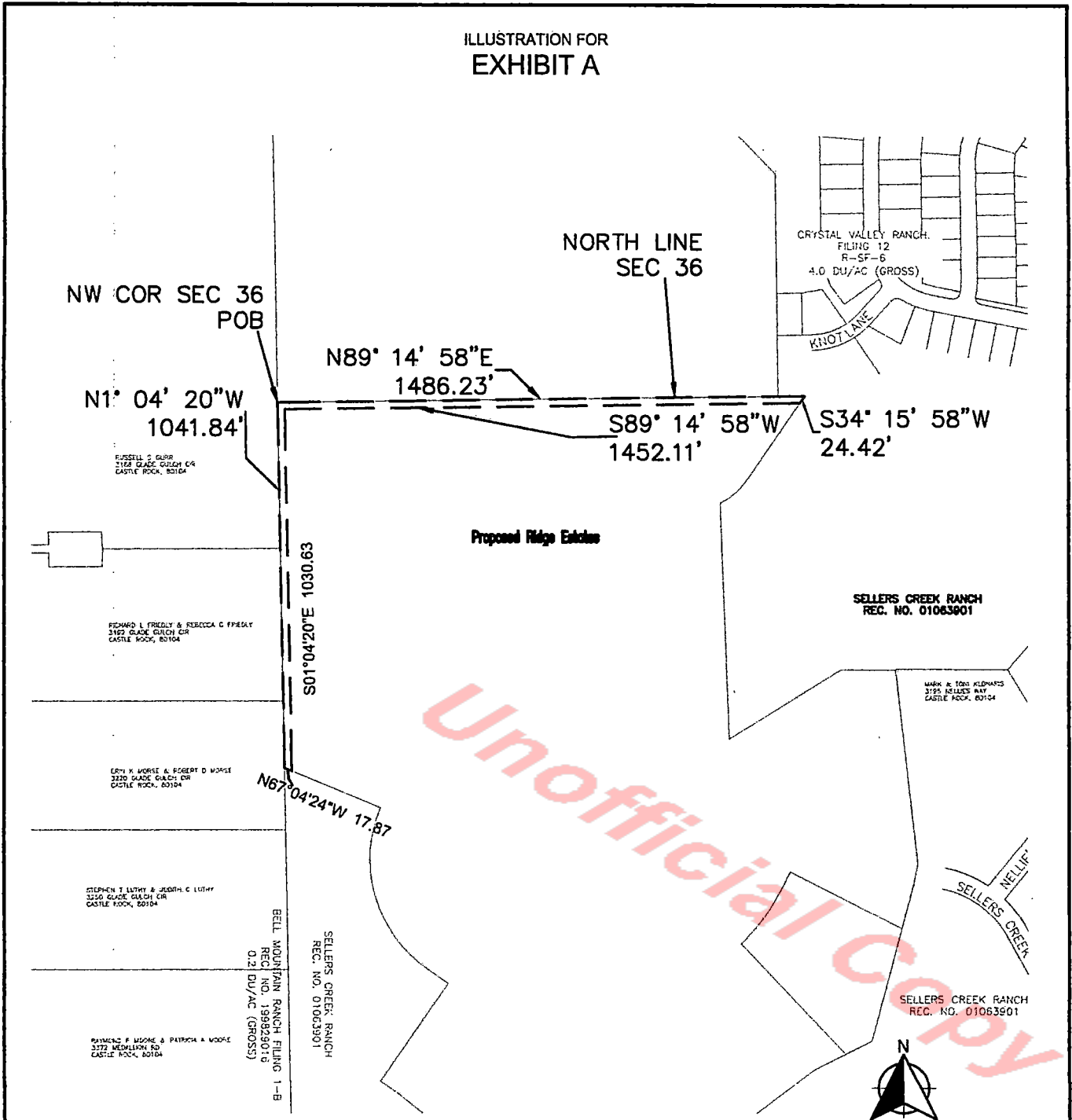
PREPARED FOR AND ON BEHALF OF WSB BY JOSEPH W. STICE iii, PLS 720-280-7955 JSTICE@WSBENG.COM



SHEET 1 OF 2

<b>RIDGE ESTATES</b>			<b>20' WATERLINE EASEMENT</b> LOCATED IN THE NW 1/4, SEC. 36 T. 8 S./ R 67 W, 6TH PM DOUGLAS COUNTY, COLORADO
<small>DRAWN BY:</small> JWS	<small>SCALE:</small> 1"=400'	<small>R.O.W. FILE NUMBER:</small>	
<small>CHECKED BY:</small> JWS	<small>DATE:</small> 05.10.19	<small>JOB NUMBER:</small> 011593-000	

ILLUSTRATION FOR  
EXHIBIT A



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



SHEET 2 OF 2

**RIDGE ESTATES**

**20' WATERLINE EASEMENT**  
LOCATED IN THE NW 1/4, SEC. 36  
T. 8 S./ R 67 W, 6TH PM  
DOUGLAS COUNTY, COLORADO

DRAWN BY: JWS	SCALE: 1"=400'	R.O.W. FILE NUMBER:
CHECKED BY: JWS	DATE: 05.10.19	JOB NUMBER: 011593-000

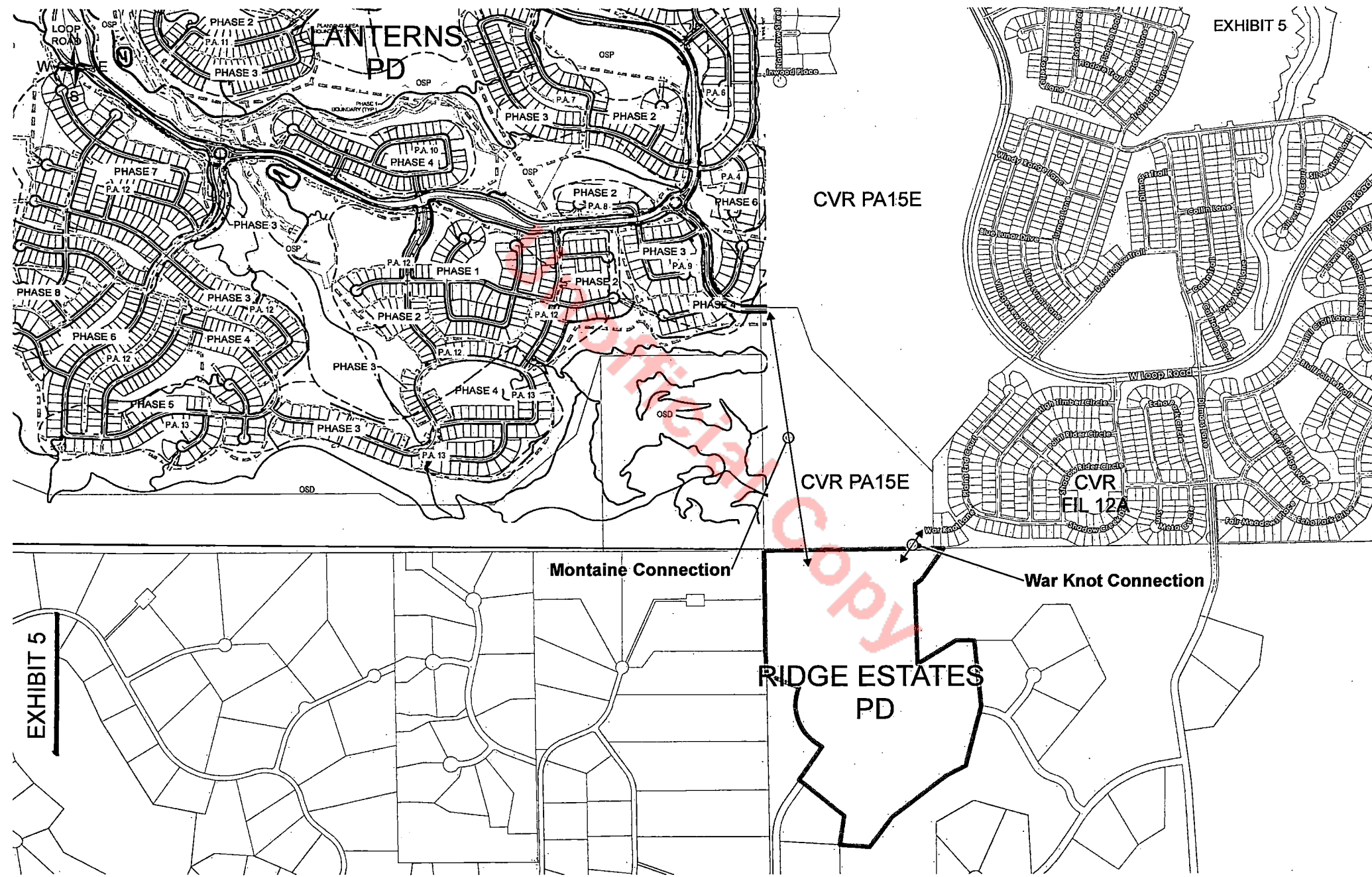


EXHIBIT 5

CVR PA15E

CVR PA15E

CVR FIL 12A

Montaine Connection

War Knot Connection

RIDGE ESTATES PD

EXHIBIT 5